



**AGENDA
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, AUGUST 19, 2020
5:35 PM
LAUREL 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

General Items

2. Approve Meeting Minutes: July 22, 2020
3. Public Hearing: Conditional Use Permit for Koo Beans Coffee

New Business

4. Conoco Sign Update Review
5. Growth Management Policy Chapter Review

Old Business

Other Items

6. Upcoming Projects Discussion
7. Growth Management Policy Schedule

Announcements

8. Next Meeting: September 16, 2020

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

DATES TO REMEMBER

File Attachments for Item:

2. Approve Meeting Minutes: July 22, 2020



**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, JULY 22, 2020
5:35 PM
LAUREL 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 5:37PM

Gavin Williams
Ron Benner
Dan Koch
Roger Geise
Evan Bruce (non-voting)
Judy Goldsby
Nick Altonaga (City of Laurel)

General Items

1. Approve Meeting Minutes: February 26, 2020
2. Approve Meeting Minutes: June 24, 2020

The Chair shifted the approval of meeting minutes to prior to the scheduled public hearing. Members reviewed the meeting minutes from February 26, 2020 and June 24, 2020.

Ron motioned to approve the minutes from the meeting on February 26, 2020.
Dan seconded.
Motion carried.

Dan Koch motioned to approve the minutes from June 24, 2020.
Ron seconded.
Motion carried.

3. Public Hearing: Special Review for Town Pump Sign Replacement

The Chair opened the public hearing.

Planning Director Nick Altonaga provided a general overview of the application and its contents including the prepared staff report. He has provided certain conditions of approval if the Board would recommend approval.

Members asked about the standards for singular signs per parcel. Nick went over the requirements of the signage standards in the Community Entryway District. Discussion also took place regarding the parameters for properties coming into compliance with the Zoning Code requirements.

Roger asked if there would be any height or width changes for the sign?

- Mark Lynde, the representative for the applicant was on hand and reported that there would be no physical changes in size or height.

There were no proponents or opponents present at the public hearing.

Ron Benner motioned to approve the Special Review Application inclusive of the staff conditions presented in the Staff Report.

Gavin seconded.

Unanimous vote in favor.

Motion carried.

New Business

4. CENEX Sign Review

Nick presented the application for a sign update for the CENEX property.

Ron questioned the updates and if they violate the codes.

- Nick remarked that he believes that the sign does not meet the threshold for needing to come into full compliance to the code as it is just a refacing of signs. The replacement of the electronic reader keeps the sign in its current state, without any upgrades or changes.

Members discussed the requirements of the code and the difficulty to enforce some sections.

- Nick plans to specifically target the Community Entryway Zoning District for major changes in any upcoming zoning code update.
- Nick hopes to begin that Zoning Code update process after the Growth Management Policy is finalized.

Ron motioned to approve the designs for the CENEX Sign replacement.

Gavin Seconded.

Motion Carried.

5. Design Review of Proposed Solberg Retail Building

Nick presented the façade designs and lot layout for the proposed Solberg retail building. Members need to consider whether the proposed design meets the spirit and intent of the code or might require a variance or other official approval.

Comments were made as to the specificity of the code and its restrictive nature. The proposed siding is used widely in commercial districts. The concept appears to be sufficient and present an acceptable aesthetic. Forcing further processes onto the developer would only cause more issues.

Ron motioned to approve the design of the façade for the Solberg Retail building as it was presented.

Gavin Seconded.

Motion Carried.

6. Growth Management Policy Update Chapter Review

Nick presented the Updated chapters of the Growth Management Policy. Have only 3 chapters left to prepare including a review of the Implementation chapter prepared by KLJ.

Nick would like any questions, comments, or critiques of the chapters. Plans to have a full draft in front of the Planning Board for August meeting.

Members discussed the lack of data on the full 59044 Zip Code. Nick had discussed this option with Forrest and KLJ and he had said that the data set would be very inaccurate for the city and the planning area. The Zip Code is a much larger area than both the city limits and the Laurel planning jurisdiction.

Nick will review the census data and update some tables to show to Planning Board Members.

Members discussed the Recreation chapter. Ron Asked about Riverside Park and what the plans are for that?

Nick can update the chapter to include more information about the recommendations from the Riverside Park Master Plan. Gavin asked if Nick could provide the Riverside Park Master Plan.

- Nick will provide members with copies of the Riverside Park Master Plan and other planning documents from the past few years.
- Nick will also remove Town Square Park from the recreation chapter.

Old Business

Other Items

7. Growth Management Policy Schedule and Timeline

Nick presented the updated schedule for public hearings and meetings.

Ron Benner will tentatively not be available on August 19th for the next scheduled meeting.

Announcements

8. Next Meeting: August 19, 2020

Dan motioned to adjourn the meeting.

Roger seconded.

Motion Carried.

Meeting adjourned at 6:27PM.

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DATES TO REMEMBER

File Attachments for Item:

3. Public Hearing: Conditional Use Permit for Koo Beans Coffee

CITY OF LAUREL, MONTANA
CONDITIONAL USE APPLICATION



Date received: 7-17-20

Twelve copies of this form, along with the appropriate fee, shall be submitted to the Planning Board Secretary on the first day of the month prior to the month in which the application shall be heard by the Zoning Commission. The Planning Board Secretary shall note the time of receipt, keep one copy, send one copy to the Planning Director, and forward the remainder to the members of the Zoning Commission. The Planning Board Secretary shall publish notice of a public hearing in the local newspaper at least 15 days prior to the Zoning Commission meeting at which the application will be considered; adjacent property owners of record within 150 feet of the application property shall also be notified by mail by the Zoning Commission. **The applicant or the authorized agent must attend the public hearing before both the Zoning Commission and the City Council.**

1. Name of Land Owner: Montana Rail Link
2. Address: 101 International Dr PO Box 16624 Missoula MT
3. Phone #: 406 523-1314
4. Legal Description of Property asking for Conditional Use:
Sta. 800+65
MP 15+0, 898'
5. Address of property or general location: 1st and main St
6. Map Showing Property Location with Circle Drawn within 150' thereof: _____
7. List of Property Owners of Record within the 150' Perimeters. (Obtained from the County Clerk and Recorder's Office first (4th floor of County Courthouse) and the Department of Revenue Office second (14th floor of Wells Fargo Bank Building in downtown Billings).
8. Existing Zoning: Rail Road Industrial
9. Specific Land being Requested: 300 Sqft Lot for
coffee kiosk
10. Reason for Request: Opening another small
Business in the heart of Laurel
(Coffee kiosk)
11. Scaled Drawing of the property showing the proposed use and improvements, adjacent land use, fences, driveways, etc.: _____
12. Other Information as may be required by the City. _____
13. Review fee paid and date paid: N/A \$550 residential
7/17/20 \$1,100 commercial

After the public hearing for the conditional use, the Zoning Commission shall delay its recommendation to the City Council no longer than 30 working days. The City Council shall publish notice of and conduct a second public hearing before the Council, consider the recommendation of the Zoning Commission, and make its decision.

Scheduled before Planning Board: 8/19/20 Scheduled before City Council: 9/8/20
Final Approval: _____

Chapter 17.62

CONDITIONAL LAND USES

Sections:

- 17.62.010 Purpose.**
- 17.62.020 Requirements.**
- 17.62.030 Application process.**

17.62.010 Purpose.

The purpose of conditional land uses is to provide for specific uses, other than those already allowed in each zoning district, which may be compatible uses in the district under certain safeguards or conditions. The conditional land use permitting process is intended to provide a detailed and comprehensive review of such proposed, compatible developments and to insure the interest of the public, the community, and the larger neighborhood area are protected. Conditional uses, once granted by the city, are sight specific and run with the land. Land use changes not specifically included in the approval of a conditional use are a violation of the city zoning ordinance. (Ord. 03-4 (part), 2003)

17.62.020 Requirements.

No structure or land use may be used for any purpose other than those allowed within a zoning district as specified in the zoning ordinance unless either a variance has been granted (under Chapter 17.60 or 17.64 of this code) or a conditional land use permit therefor has been provided. The zoning commission may recommend and the city can require any information that will allow the decision makers to comprehensively evaluate and decide on applications for conditional uses brought before them. The zoning commission may recommend and the city can require, after consideration of the application for conditional

use, those conditions under which such land use may be allowed to include but not be necessarily limited to the following:

A. Adequate ingress and egress with concern for vehicular and pedestrian safety and convenience, traffic flow and control, and emergency access as reviewed and approved by the city public works director;

B. Adequate off-street parking and loading with attention to vehicular and pedestrian safety and traffic flow;

C. Conditions that control, specify, or plan for the generation of odors, noise, hours of operation, signage, or impact on the neighborhood of natural systems;

D. Adequate landscaping, screening, mitigation of impact on adjacent property and buffering; and

E. Compatibility with adjacent and neighborhood land uses and Laurel's GMP. (Ord. 03-4 (part), 2003)

17.62.030 Application process.

Twelve copies of the conditional use application form and required review fee shall be submitted to the planning board secretary thirty working days prior to the regularly scheduled zoning commission/planning board meeting at which the application will be considered. The planning board secretary shall note the time of receipt, keep one copy, send one copy to the city planner, and forward the remainder to the members of the zoning commission.

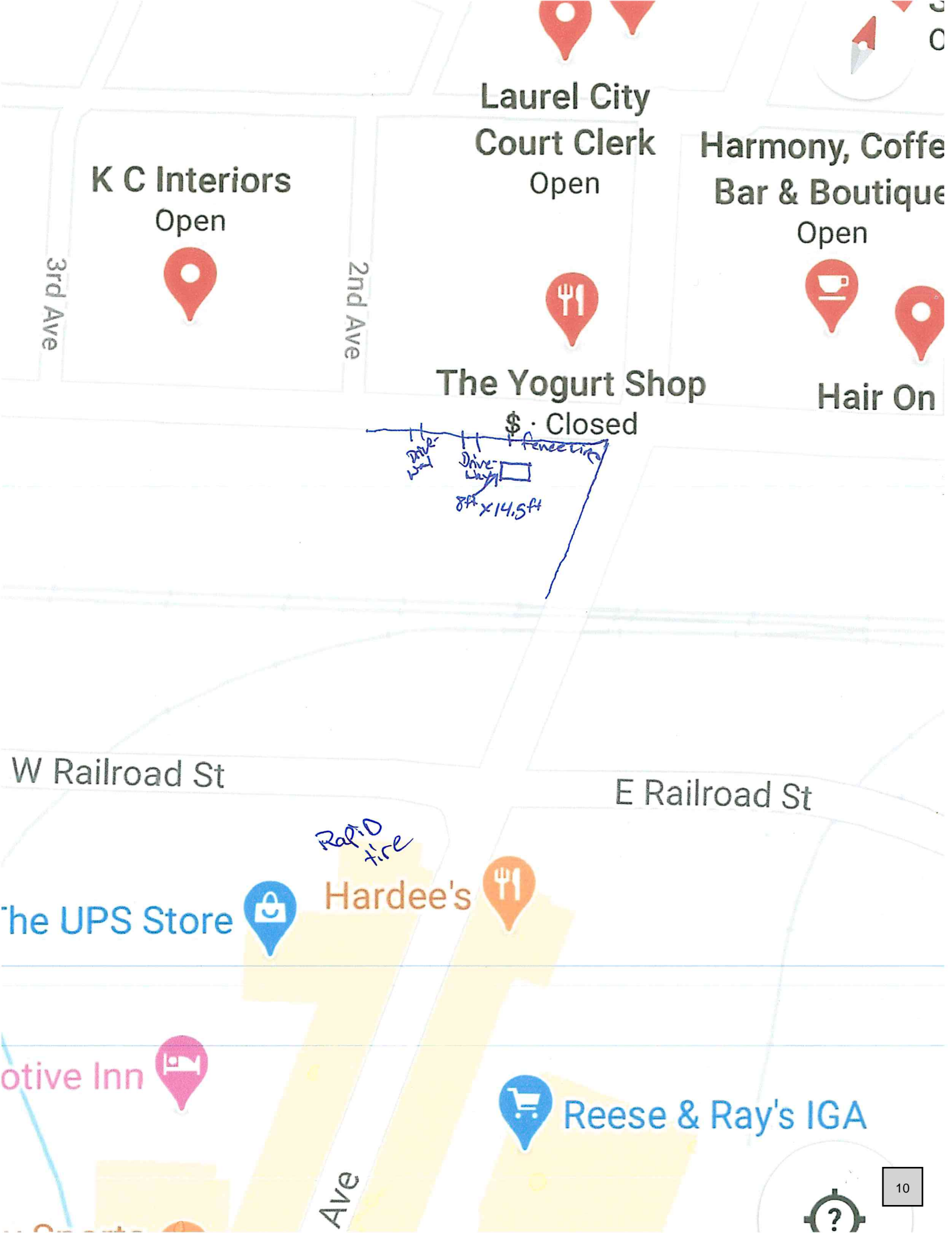
A. The zoning commission shall publish notice of public hearing in the local newspaper at least fifteen days prior to the zoning commission meeting at which the application will be considered; adjacent property owners of record within one hundred fifty feet of the application property shall also be notified by mail by the zoning commission. The applicant

or the authorized agent must attend the public hearings before both the zoning commission and the city council.

B. The conditional use application shall include twelve copies of:

1. Conditional use application form;
2. Legal description of the property;
3. Address or general location of property;
4. Existing zoning;
5. Specific land use being requested;
6. Reason for request;
7. Scaled drawings of the subject property, proposed use, existing buildings and improvements, adjacent land use, fences, etc.;
8. Other information as may be needed by the zoning commission;
9. Name, address and telephone number of owner of record;
10. Name, address and telephone number of agent of owner of record;
11. List of current property owners adjacent to and within one hundred fifty feet of the parcel for which a conditional use permit is sought;
12. Review fee.

C. After the public hearing for the conditional use, the zoning commission shall delay its recommendation to city council no longer than thirty working days. The city council shall publish notice of and conduct a second public hearing before the council, consider the recommendation of the zoning commission and make its decision. (Ord. 03-4 (part), 2003)



K C Interiors

Open

Laurel City

Court Clerk

Open

Harmony, Coffee

Bar & Boutique

Open

The Yogurt Shop

\$ - Closed

Hair On

W Railroad St

E Railroad St

The UPS Store

Rapid tire

Hardee's

Reese & Ray's IGA

Motive Inn

#7

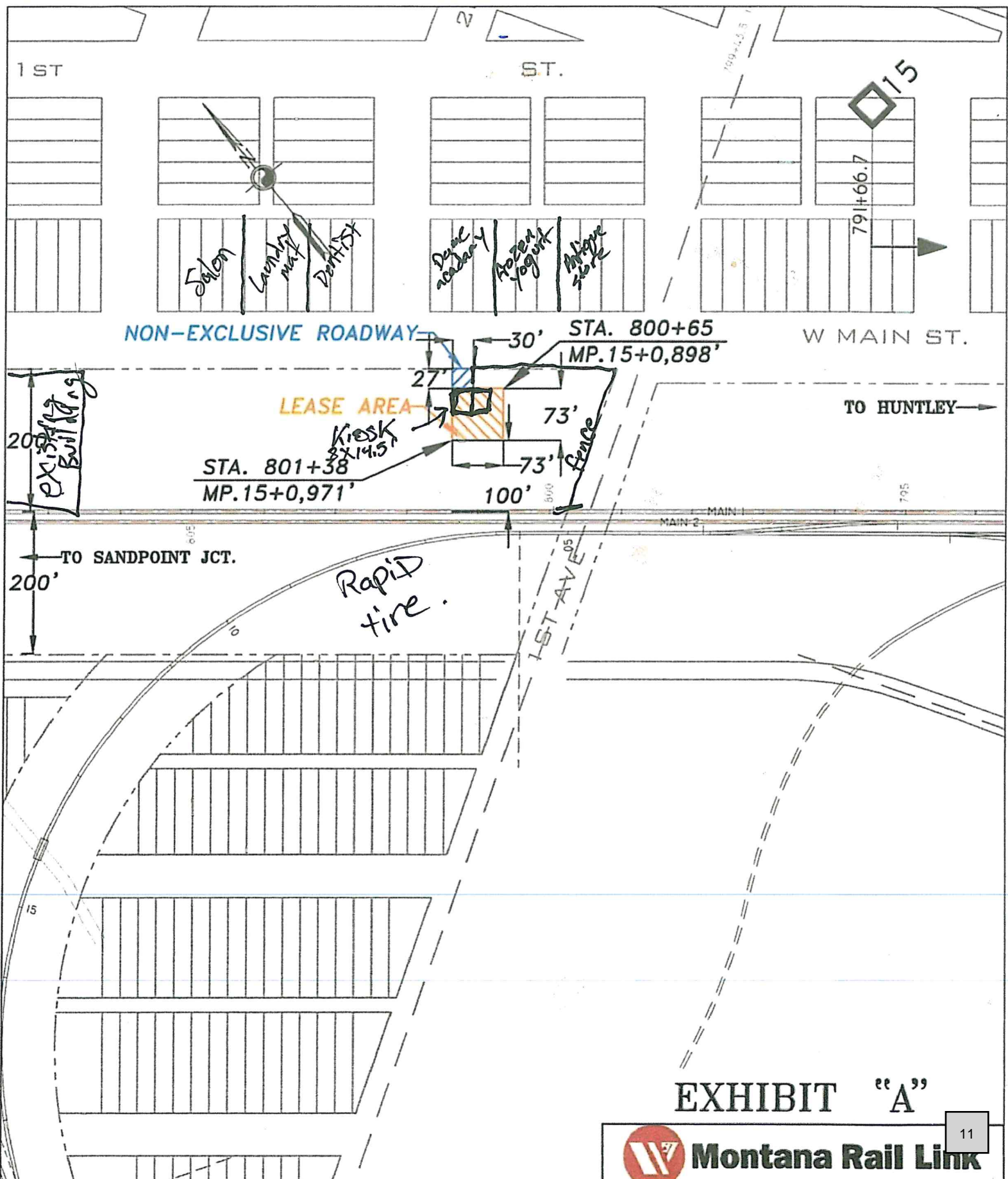


EXHIBIT "A"



Montana Rail Link

ADJACENT PROPERTY OWNERS

Blessed Beginning - 101 W main St Ste 1

406-628-2294

The Yogurt Shop - 105 W main St

406-633-4477

Laurel hearing aid - 109 W main St

406 628-4498

Dame talent - 110 W main St

Salon envy - W main St

406-628-4110

THIS INDEFINITE TERM LEASE FOR LAND ("Lease") is dated as of the 1st day of February, 2020 (the "Effective Date") between **MONTANA RAIL LINK, INC.**, a Montana corporation ("Lessor"), whose mailing address is PO Box 16624, Missoula, MT 59808-6624 and physical address is 101 International Way, Missoula, MT 59808 and;

whose address is ALANIA EASTMAN AND MATHEW PRUETT, ("Lessee")
DBA KOO BEANS COFFEE
1302 NORTH 24TH STREET WEST STE. 101
BILLINGS, MT 59102-3861

RECITALS

A. Lessor is in the railroad transportation business and leases a system of rail tracks ("Lessor's Track(s)") and various real properties associated therewith from BNSF Railway Company, a Delaware corporation ("BNSF"), pursuant to that certain Agreement between Lessor and BNSF dated July 21, 1987 ("Master Lease"), including the Property described below which Lessee desires to further lease from Lessor.

B. Lessor has agreed to lease to Lessee the Property, subject to the terms, conditions and limitations provided herein.

AGREEMENTS

In consideration of the mutual covenants herein, Lessor and Lessee hereby agree as follows:

Section 1. Property, Term and Master Lease.

A. Lessor leases to Lessee and Lessee rents from Lessor, subject to the covenants, agreements, terms, provisions and conditions of this Lease, that certain parcel of real property situated in the City of Laurel, County of Yellowstone, State of Montana, Mile Post 15+0898, Survey Station 800+65, as shown on the plat, dated November 21, 2019 a copy of which is attached hereto as **Exhibit "A"** and made a part hereof ("**Property**").

B. Lessee leases the Property from Lessor beginning February 1, 2020 ("**Commencement Date**"), and shall continue until terminated by either party as provided in this **Section 1(B)**. This Lease may be terminated by either party, at any time, without cause, for convenience, by serving upon the other party written notice of termination at least thirty (30) days in advance. Upon termination, this Lease and all rights of Lessee shall absolutely cease.

C. Upon termination, either (i) Lessor may retain from prepaid rent, as an additional charge for use of the Property, a sum equal to three (3) months Rent (as defined below), and any unearned portion of the annual Rent, in excess of such retainage, paid in advance shall be refunded to Lessee or (ii) if Lessor has not been paid sufficient Rent to satisfy the above retainage, then Lessee shall pay Lessor a sufficient sum so that, together with sums already held by Lessor, Lessor shall hold a sum equal to three (3) months Rent which Lessor shall retain as an additional charge for use of the Property, and such additional sum shall be paid by Lessee within thirty (30) days of termination of the Lease.

D. Each consecutive twelve-month period this Lease is in effect, beginning with the Effective Date of this Lease, is herein called a "**Lease Year**."

E. Lessee acknowledges that it is assuming all risks associated with Lessor's right to terminate this Lease at any time as provided above, and (i) Lessor gives no assurance that Lessor will delay termination of this Lease for any length of time whatsoever, (ii) Lessee may expend money and effort during the term of this Lease which may not ultimately be of any benefit to Lessee if Lessor terminates this Lease, but nonetheless, Lessor shall have the right to terminate the Lease if Lessor determines in its sole and absolute discretion that Lessor desires to terminate, and (iii) in no event shall Lessor be deemed to have any legal obligations to continue to lease the Property for any length of time.

F. This Lease is subject and subordinate to the Master Lease. BNSF hereby agrees by its signature below to recognize Lessee's rights under this Lease, if, prior to the termination of this Lease, or to the expiration of the term of this Lease, the term of the Master Lease expires, the Master Lease is terminated or BNSF reenters and repossesses the Property after a default by Lessor under the Master Lease. If BNSF succeeds to the rights of Lessor as the "Lessor" under this Lease, Lessee agrees that (i) BNSF shall not be liable or responsible for any breach of or default under this Lease arising prior to the date that BNSF succeeds to the rights of Tenant as the "Lessor" under this Lease; (ii) BNSF shall not be required to cure or correct any breach or default under this Lease arising prior to the date that BNSF succeeds to the rights of Lessor as the "Lessor" under this Lease; and (iii) no breach of or default under this Lease arising prior to the date that BNSF succeeds to the rights of Lessor as the "Lessor" under this Lease shall excuse, delay, release or relieve Lessee from the payment and performance of all of Lessee's duties and obligations under this Lease. The preceding sentence is not intended and shall not be construed to affect any rights or remedies of Lessee against Lessor arising or resulting from a breach of or default under this Lease by Lessor prior to the date that BNSF succeeds to the rights of Lessor as the "Lessor" under this Lease. If BNSF succeeds to the rights of Lessor as the "Lessor" under this Lease, Lessee agrees to recognize BNSF as the "Lessor" under this Lease and timely tender payment and performance of Lessee's duties and obligations under this Lease to BNSF as if BNSF were named as "Lessor" in this Lease.

Section 2. Use and Compliance.

A. Lessee may use the Property for the sole and exclusive purpose of a portable drive through coffee kiosk and for no other purpose without the prior written consent of Lessor. Lessee shall respond to Lessor's reasonable inquiries regarding the use or condition of the Property.

B. Lessee shall comply with all Laws applicable to Lessee, the Property, this Lease and Lessee's activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance. As used herein, the term "**Laws**" shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Lessee, the Property, this Lease, and/or Lessee's obligations under this Lease, and shall include all Environmental Laws (as defined in **Section 4(A)**).

C. If any governmental license or permit is required or desirable for the proper and lawful conduct of Lessee's business or other activity in or on the Property, or if the failure to secure such a license or permit might in any way affect Lessor or BNSF, then Lessee, at Lessee's expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by Lessor. Lessee, at Lessee's expense, shall at all times comply with the requirements of each such license or permit.

Section 3. Rent.

A. Lessee shall pay as rental for the Property, in advance, an amount equal to Two Thousand Four Hundred Sixty Four (\$2,464.00) annually ("**Rent**"). Lessor may, in its sole discretion, adjust the Rent annually to reflect a then current fair market rental value. Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided herein. Either party hereto may assign any receivables due it under this Lease; provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Lease. All Rent and other monetary payments under this Lease from Lessee to Lessor shall be delivered solely to the following address:

Montana Rail Link, Inc.
PO Box 16624
Missoula, MT 59808

Lessor shall have the right to designate at any time and from time to time a different address for delivery of such payments by written notice to Lessee pursuant to the notice provisions of **Section 36** below. No Rent or other payment sent to any other address shall be deemed received by Lessor unless and until Lessor has actually posted such payment as received on the account of Lessee, and Lessee shall be subject to all default provisions hereunder, late fees and other consequences as a result thereof in the same manner as if Lessee had failed or delayed in making any payment.

B. Lessee acknowledges that Lessor utilizes the rental collection system involving direct deposit of monies received through a financial institution selected by Lessor, which precludes Lessor's ability to exercise rejection of a rental payment before Lessee's check is cashed. Lessee agrees that as a condition of Lessor granting this Lease Lessee hereby waives any rights it may have under law to force continuation of this Lease due to Lessor having accepted and

cash Lessee's rental remittance. Lessor shall have the option of rejecting Lessee's payment by refunding to Lessee the rental amount paid by Lessee, adjusted as set forth in this Lease, and enforcing the termination provisions of this Lease.

C. Lessee shall pay the Rent and all additional amounts due pursuant to **Section 9** as and when the same become due and payable, without demand, set-off, or deduction. Lessee's obligation to pay Rent and all amounts due under this Lease is an independent covenant and no act or circumstance, regardless of whether such act or circumstance constitutes a breach under this Lease by Lessor, shall release Lessee of its obligation to pay Rent and all amounts due as required by this Lease.

D. If any Rent or any payment under **Section 9** or any other payment due by Lessee hereunder is not paid within five (5) days after the date the same is due, Lessor may assess Lessee a late fee ("**Late Fee**") in an amount equal to 5% of the amount which was not paid when due to compensate Lessor for Lessor's administrative burden in connection with such late payment. In addition to said Late Fee, Lessee shall pay interest on the unpaid sum from the due date thereof to the date of payment by Lessee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in The Wall Street Journal in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in The Wall Street Journal in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

Section 4. Environmental.

A. Lessee shall strictly comply with all federal, state and local environmental laws and regulations in its occupation and use of the Property, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Clean Air Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Lessee shall not maintain any treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws, on the Property. Lessee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws, on or about the Property.

B. Lessee shall give Lessor immediate notice to Lessor's Manager of Environmental Projects at 406.523.1415 and to BNSF's Resource Operations Center at 800.832.5452 of any release of hazardous substances on or from the Property and to Lessor's Manager of Environmental Projects at 406.523.1415, Lessor's Real Estate Department promptly in writing, and to BNSF's Manager Environmental Leases at 785.435.2386 for any violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Lessee's use of the Property. Lessee shall use its best efforts to promptly respond to any release on or from the Property. Lessee also shall give Lessor's Manager of Environmental Projects, Lessor's Real Estate Department and BNSF's Manager Environmental Leases immediate notice of all measures undertaken on behalf of Lessee to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to Lessor's Manager of Environmental Projects, Lessor's Real Estate Department and BNSF's Manager Environmental Leases copies of all reports and/or data regarding any investigations or remediations of the Property.

C. In the event that Lessor and/or BNSF have notice from Lessee or otherwise of a release or violation of Environmental Laws on the Property which occurred or may occur during the term of this Lease, Lessor and BNSF may require Lessee, at Lessee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Property or Lessor's right-of-way.

D. Lessee shall promptly report to Lessor and BNSF in writing any conditions or activities upon the Property which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Lessee's reporting to Lessor and BNSF shall not relieve Lessee of any obligation whatsoever imposed on it by this Lease. Lessee shall promptly respond to Lessor's and/or BNSF's request for information regarding said conditions or activities.

E. Hazardous Materials are not permitted on the Property except as otherwise described herein. Lessee expects to use on the Property the following Hazardous Materials: none, and to store on the Property the following Hazardous Materials (as defined in **Section 4(F)** below): none; provided, however, that Lessee may only use and store the listed Hazardous Materials in such amounts as are necessary and customary in Lessee's industry for the permitted uses hereunder ("**Permitted Substances**"). All such Permitted Substances shall be placed, used, and stored in strict accordance with all Environmental Laws. Use or storage on the Property of any Hazardous Materials not disclosed in this **Section 4(E)** is a breach of this Lease.

F. For purposes of this **Section 4, "Hazardous Materials"** means all materials, chemicals, compounds, or substances (including without limitation asbestos, petroleum products, and lead-based paint) identified as hazardous or toxic under Environmental Laws.

G. Lessor or BNSF may, at its option prior to termination of this Lease, require Lessee to conduct an environmental audit of the Property through an environmental consulting engineer acceptable to Lessor or BNSF, at Lessee's sole cost and expense, to determine if any noncompliance or environmental damage to the Property has occurred during Lessee's occupancy thereof. The audit shall be conducted to Lessor's and BNSF satisfaction and a copy of the audit report shall promptly be provided to Lessor and BNSF for their review. Lessee shall pay all expenses for any remedial action that may be required as a result of said audit to correct any noncompliance or environmental damage, and all necessary work shall be performed by Lessee prior to termination of this Lease.

Section 5. Access to Adjacent Property by Lessee.

If access to and from the Property can be accomplished only through use of Lessor's property adjacent to the Property, such use is granted for ingress and egress only and on a non-exclusive basis, subject to such restrictions and conditions as Lessor may impose by notice to Lessee. Lessor shall have the right to designate the location or route to be used. Lessee understands and agrees that all of the obligations under this Lease applicable to Lessee shall also be applicable to Lessee with respect to Lessee's use of any property adjacent to the Property, including, without limitation, the indemnity provisions of **Section 13**. Notwithstanding anything to the contrary herein, this **Section 5** shall not grant Lessee any right to cross any of Lessor's Tracks. Any such crossing rights may only be granted by a separate written agreement between Lessor and Lessee.

Section 6. Access to Property by Lessor.

A. Lessor and its contractors, agents and other designated third parties may at all reasonable times and at any time in case of emergency, in such manner as to not unreasonably interfere with Lessee's use of the Property as allowed hereunder, (i) enter the Property for inspection of the Property or to protect the interests of Lessor and BNSF in the Property or to protect from damage any property adjoining the Property, (ii) enter the Property to construct, maintain, and operate trackage, fences, pipelines, communication facilities, fiber optic lines, wireless towers, telephone, power or other transmission lines, or appurtenances or facilities of like character, upon, over, across, or beneath the Property; provided that Lessor and BNSF shall have no obligation to pay any sum for any damage, including damage to growing crops, (iii) take all required materials and equipment onto the Property, and perform all required work therein, for the purpose of making alterations, repairs, or additions to the Property as Lessor may elect if Lessee defaults in its obligation to do so, (iv) enter the Property to show the Property to holders of encumbrances on the interest of Lessor in the Property, or to prospective purchasers or mortgagees of the Property, and all such entries and activities shall be without any rebate of Rent to Lessee for any loss of occupancy of the Property, or damage, injury or inconvenience thereby caused.

B. For purposes stated in this **Section 6**, Lessor will at all times have keys with which to unlock all of the doors and gates on the Property, and Lessee will not change or alter any lock thereon without Lessor's permission.

C. In an emergency, Lessor will be entitled to use any and all means that Lessor may deem proper to open doors, gates, and other entrances to obtain entry to the Property. Any entry to the Property by Lessor as described in this **Section 6** shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Property, or any eviction of Lessee from the Property, and any damages caused on account thereof will be paid by Lessee.

Section 7. Warranties.

LESSOR DOES NOT WARRANT ITS LEASEHOLD INTEREST IN OR BNSF'S TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LESSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. This Lease is made subject to all outstanding rights or interests of others. If the Property is subsequently found to be subject to prior claim, this Lease shall terminate immediately on notice to that effect from Lessor. Lessee accepts this Lease subject to that possibility and its effect on Lessee's rights and ownership of the Lessee Improvements. In case of eviction of Lessee by anyone other than Lessor, or anyone owning or claiming title to or any interest in the Property, Lessor and BNSF shall not be liable to Lessee for damage of any kind (including any loss of ownership right to Lessee's Improvements) or to refund any Rent paid hereunder, except to return the unearned portion of any Rent paid in advance.

Section 8. Property Condition; Lessee Improvements.

A. Lessee represents that the Property, the title thereto, any subsurface conditions thereof, and the present uses thereof have been examined by the Lessee. Lessee accepts the same in the condition in which they now are, without representation or warranty, expressed or implied, in fact or by law, by the Lessor, and without recourse to the Lessor and BNSF as to the title thereto, the nature, condition or usability thereof, or the uses to which the Property may be put. By taking possession or commencing use of the Property, Lessee (i) acknowledges that it is relying on its own inspections of the Property and not on any representations from Lessor regarding the Property; (ii) establishes conclusively that the Property is at such time in satisfactory condition and in conformity with this Lease and all zoning or other governmental requirements in all respects; and (iii) accepts the Property in its condition as of the Commencement Date on an **"AS IS," "WHERE IS,"** and **"WITH ALL FAULTS"** basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this **Section 8** affects the commencement of the term of the Lease or the obligation of Lessee to pay Rent as provided above. Lessee represents and warrants to Lessor as follows: (i) Lessee does not intend to, and will not, use the Property for any purpose other than as set forth in **Section 2**; (ii) Lessee has previously disclosed in writing to Lessor all special requirements (but Lessor shall have no responsibility relative to any such special requirement), if any, which Lessee may have in connection with this intended use; and (iii) Lessee has undertaken and has reasonably and diligently completed all appropriate investigations regarding the suitability of the Property for Lessee's intended use. Lessee shall comply with any covenants, conditions or restrictions now or hereafter affecting the Property, and acknowledges that Lessor may place any covenants, conditions or restrictions of record affecting the Property prior to or during the term of the Lease. In such event, this Lease will be subject and subordinate to all of the same without further action by either party, including, without limitation, the execution of any further instruments. Lessee acknowledges that Lessor has given material concessions for the acknowledgements and provisions contained in this **Section 8**, and that Lessor is relying on these acknowledgements and agreements and would not have entered into this Lease without such acknowledgements and agreements by Lessee.

B. If initial improvements are necessary for Lessee's use of the Property, Lessee, at Lessee's sole cost and expense, shall, on or after the Commencement Date, construct and install such initial improvements to the Property which are necessary for Lessee's use of the Property and are acceptable to Lessor and BNSF in Lessor's and BNSF's sole discretion ("**Lessee Improvements**"). The construction and installation of any Lessee Improvements shall be subject to Lessor's and BNSF's prior written approval of plans and specifications for such Lessee Improvements to be prepared by Lessee and submitted to Lessor and BNSF for approval as set forth below, such approval to be in Lessor's and BNSF's sole and absolute discretion. Within forty-five (45) days after the Commencement Date, Lessee shall submit detailed plans and specifications, and the identity of Lessee's proposed general contractor for the Lessee Improvements for Lessor's and BNSF's review and approval. Lessor and BNSF shall either approve or disapprove the plans and specifications and general contractor (in their sole and absolute discretion) by written notice delivered to Lessee within sixty (60) days after receipt of the same from Lessee. In the event of any disapproval, Lessor and BNSF shall specify the reasons for such non-approval. If Lessor and BNSF fail to deliver notice to Lessee of Lessor's approval or disapproval of the plans, specifications, and proposed general contractor within the time period discussed above, Lessee's plans, specifications and proposed contractor shall be deemed disapproved. If Lessor or BNSF specifies objections to the plans and specifications or general contractor as herein provided and Lessor and Lessee or BNSF and Lessee are unable to resolve the objections by mutual agreement within a period of thirty (30) days from the date of delivery of written notice thereof, Lessee, as its sole remedy, to be exercised not later than ten (10) days after the expiration of said thirty (30) days period, may terminate this Lease by written notice to Lessor. Upon approval of the plans and specifications by Lessor and BNSF, Lessor, BNSF and Lessee shall sign the same, and they shall be deemed a part hereof. All Lessee Improvements shall be constructed and installed in accordance with the terms and conditions of **Exhibit "B"** attached to the Lease and all applicable terms and conditions of the Lease regarding alterations and improvements. Lessee shall not construct any other alteration or improvement to the Property without Lessor's Real Estate Department's prior written consent and BNSF's prior written consent. The Lessee Improvements constructed pursuant to the above provisions shall be owned by Lessee during the term of the Lease and removed from the Property or surrendered to the Lessor pursuant to **Section 20** below upon termination of this Lease.

Section 9. Taxes and Utilities.

A. In addition to Rent, Lessee shall pay all taxes, utilities, and other charges of every kind and character, whether foreseen or unforeseen, ordinary or extraordinary, which are attributable to the term of this Lease and may become due or levied against the Property, against Lessee, against the business conducted on the Property or against the Lessee Improvements placed thereon during the term hereof, even though such taxes, utilities or other charges may not become due and payable until after termination of this Lease provided; however, that Lessee shall only be responsible for the payment of property taxes levied against the Property to the extent such taxes are separately assessed by the applicable taxing authority as a result of this Lease. Lessee agrees that Lessor shall not be required to furnish to Lessee

any utility or other services. If this Lease is a transfer of an existing lease, Lessee must make arrangements with the present lessee for payment of any delinquent and current taxes, utilities, and other charges prior to taking possession. If such arrangements are not made, Lessee agrees to pay all such taxes, utilities, and other charges. If Lessor should make any such payments, Lessee shall promptly upon demand reimburse Lessor for all such sums.

B. Should the Property be subject to special assessment for public improvements in the amount of Five Hundred Dollars (\$500.00) or less during any Lease Year, Lessee shall promptly reimburse Lessor the amount in full. Should the assessment exceed Five Hundred Dollars (\$500.00) during any Lease Year then such excess shall be paid by Lessor, but the Rent herein shall be increased by an amount equal to twelve percent (12%) of such excess payable for each Lease Year such amounts are payable.

Section 10. Track Clearance.

A. Lessee shall not place, permit to be placed, or allow to remain, any permanent or temporary material, structure, pole, or other obstruction within (i) 8½ feet laterally from the centerline of any of Lessor's Tracks on or about the Property (nine and one-half (9-1/2) feet on either side of the centerline of any of Lessor's Tracks which are curved) or (ii) 24 feet vertically from the top of the rail of any of Lessor's Tracks on or about the Property ("**Minimal Clearances**"); provided that if any law, statute, regulation, ordinance, order, covenant or restriction ("**Legal Requirement**") requires greater clearances than those provided for in this **Section 10**, then Lessee shall strictly comply with such Legal Requirement. However, vertical or lateral clearances which are less than the Minimal Clearances but are in compliance with Legal Requirements will not be a violation of this **Section 10**, so long as Lessee strictly complies with the terms of any such Legal Requirement and posts a sign on the Property clearly noting the existence of such reduced clearance. Any such sign shall be painted with black and white reflective paint.

B. Lessor's or BNSF's operation over any Lessor's Track on or about the Property with knowledge of an unauthorized reduced clearance will not be a waiver of the covenants of Lessee contained in this **Section 10** or of Lessor's or BNSF's rights to recover for and be indemnified and defended against such damages to property, and injury to or death of persons, that may result therefrom. In addition to, and not in exclusion of, other provisions of this Lease, Lessor and Lessee hold BNSF harmless from liability occurring as a result of Lessor's provision of rail freight services over the Property.

C. Lessee shall not place or allow to be placed any freight car within 250 feet of either side of any at-grade crossings on Lessor's Tracks.

Section 11. Repairs; Maintenance.

A. Lessee shall, at its sole expense, take good care of the Property (including all Lessee Improvements) and shall not do or suffer any waste with respect thereto and Lessee shall promptly make all necessary or desirable Repairs to the Property. The term "**Repairs**" means all reasonable repair and maintenance necessary to keep the Property (including all Lessee Improvements) in good condition and includes, without limitation, replacements, restoration and renewals when necessary. Lessee shall keep and maintain any paved areas, sidewalks, curbs, landscaping and lawn areas in a clean and orderly condition, and free of accumulation of dirt and rubbish.

B. Lessor shall not have any liability or obligation to furnish or pay for any services or facilities of whatsoever nature or to make any Repairs or alterations of whatsoever nature in or to the Property, including but not limited to structural repairs, or to maintain the Property in any manner. Lessee acknowledges that Lessor shall have no responsibility for management of the Property.

Section 12. Safety; Dangerous and Hazardous Conditions.

It is understood by Lessee that the Property may be in dangerous proximity to railroad tracks, including Lessor's Tracks, and that persons and property, whether real or personal, on the Property will be in danger of injury, death or destruction incident to the operation of the railroad, including, without limitation, the risk of derailment, fire, or inadequate clearance (including sight clearance or vision obstruction problems at grade crossings on or adjacent to the Property), and Lessee accepts this Lease subject to such dangers, and acknowledges that its indemnification obligations hereunder extend to and include all such risks.

Section 13. Indemnity.

A. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, BNSF, BURLINGTON NORTHERN SANTA FE LLC AND EACH OF THE AFOREMENTIONED PARTIES' AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS LEASE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS;**
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LEASE;**
- (iii) LESSEE'S OCCUPATION AND USE OF THE PROPERTY;**
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PROPERTY CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LESSEE; OR**
- (v) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF AN INDEMNITEE.

B. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 14A, LESSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT AN INDEMNITEE IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PROPERTY FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LESSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LESSEE FURTHER AGREES THAT THE USE OF THE PROPERTY AS CONTEMPLATED BY THIS LEASE SHALL NOT IN ANY WAY SUBJECT ANY INDEMNITEE TO CLAIMS THAT ANY INDEMNITEE IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LESSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PROPERTY.

C. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LESSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

D. Upon written notice from any Indemnatee, Lessee agrees to assume the defense of any lawsuit or other proceeding brought against such Indemnatee by any entity, relating to any matter covered by this Lease for which Lessee has an obligation to assume liability for and/or save and hold harmless such Indemnatee. Lessee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 14. Equal Protection.

It is agreed that the provisions of **Sections 10, 12, and 13** are for the equal protection of other railroad companies, including, without limitation, the National Railroad Passenger Corporation (Amtrak), permitted to use Lessor's property, and such railroad companies shall be deemed to be included as Indemnitees under **Sections 10, 12, and 13**.

Section 15. Assignment and Sublease.

A. Lessee shall not (i) assign or otherwise transfer this Lease or any interest herein, or (ii) sublet the Property or any part thereof, without, in each instance, obtaining the prior written consent of Lessor and BNSF, which consent may be withheld in the sole and absolute discretion of Lessor and BNSF. For purposes of this **Section 15**, in the event that there are aggregate transfers or other changes in the ownership interests of Lessee resulting in a change of more than 20% of the ownership interests as held on the date hereof, a transfer shall be deemed to have occurred hereunder. Any person or legal representative of Lessee, to whom Lessee's interest under this Lease passes by operation of law, or otherwise, will be bound by the provisions of this Lease.

B. Any assignment, lease, sublease or transfer made pursuant to **Section 15(A)** may be made only if, and shall not be effective until, the assignee cures all outstanding defaults of Lessee hereunder and executes, acknowledges and delivers to Lessor an agreement, in form and substance satisfactory to Lessor, whereby the assignee assumes the obligations and performance of this Lease and agrees to be personally bound by and upon all of the covenants, agreements, terms, provisions and conditions hereof on the part of Lessee to be performed or observed. Lessee covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of Rent by Lessor from an assignee or transferee or any other party, Lessee will remain fully and primarily liable along with the assignee for the payment of the Rent due and to become due under this Lease and for the performance of all of the covenants, agreements, terms, provisions, and conditions of this Lease on the part of Lessee to be performed or observed.

Section 16. Liens.

Lessee shall promptly pay, discharge and release of record any and all liens, charges and orders arising out of any construction, alterations or repairs, suffered or permitted to be done by Lessee on the Property. Lessor is hereby authorized to post any notices or take any other action upon or with respect to the Property that is or may be permitted by law to prevent the attachment of any such liens to the Property; provided, however, that failure of Lessor to take any such action shall not relieve Lessee of any obligation or liability under this **Section 16** or any other Section of this Lease.

Section 17. Insurance.

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease the following insurance coverage:

- A.** All risks property insurance covering all of Lessee's property including property in the care, custody or control of Lessee. Coverage shall include the following:
- ♦ Issued on a replacement cost basis.
 - ♦ Shall provide that in respect of the interests of Lessor and BNSF the insurance shall not be invalidated by any action or inaction of Lessee or any other person and shall insure the respective interests of Lessor and BNSF as they appear, regardless of any breach or violation of any warranty, declaration or condition contained in such policies by Lessee or any other person.
 - ♦ Include a standard loss payable endorsement naming Lessor and BNSF as the loss payee as its interests may appear.
 - ♦ Include a waiver of subrogation in favor of Lessor and BNSF.
- B.** Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$2,000,000. 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 shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ♦ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- ♦ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ♦ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

C. Business Automobile Insurance. This insurance shall 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

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

- ♦ Lessee'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.

Other Requirements:

All policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Lessee agrees to waive its right of recovery against Lessor and BNSF for all claims and suits against Lessor and BNSF. In addition, its insurers, through the terms of the policy or through policy endorsement, waive their right of subrogation against the Lessor and BNSF for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Lessee further waives its right of recovery, and its insurers also waive their right of subrogation against the Lessor and BNSF for loss of its owned or leased property or property under Lessee's care, custody or control.

Lessee's insurance policies through policy endorsement must include wording that states that the policy shall be primary and non-contributing with respect to any insurance carried by any Indemnitee. 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 shall name the Lessor and BNSF as additional insureds with respect to work performed under this Lease. Severability of interest and naming the Lessor and BNSF as additional insureds shall be indicated on the certificate of insurance.

Lessee is not allowed to self-insure without the prior written consent of Lessor and BNSF. If granted by Lessor and BNSF, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Lessee in lieu of insurance. Any and all liabilities of the Lessor and BNSF that would otherwise, in accordance with the provisions of this Lease, be covered by Lessee's insurance will be covered as if Lessee elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to accessing the Property, Lessee shall furnish to Lessor 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 Lessor 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. Upon request from Lessor, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Lessor 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 Property is located.

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

Not more frequently than once every five years, Lessor and BNSF may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be contracted by Lessee, Lessee shall require that the contractor shall provide and maintain insurance coverages as set forth herein, naming Lessor and BNSF as additional insureds, and shall require that the contractor shall release, defend and indemnify the Lessor and BNSF to the same extent and under the same terms and conditions as Lessee is required to release, defend and indemnify the Lessor and BNSF herein.

Failure to provide evidence as required by this section shall entitle, but not require, Lessor to terminate this Lease immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Lessee's obligations hereunder.

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

For purposes of this section, BNSF shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

Section 18. Water Rights and Use of Wells.

This Lease does not grant, convey or transfer any right to the use of water under any water right owned or claimed by the BNSF which may be appurtenant to the Property. All right, title, and interest in and to such water is expressly reserved unto BNSF, and the right to use same or any part thereof may be obtained only by the prior written consent of the BNSF. Lessee shall not use, install or permit to be installed or used any wells on the Property without the prior written consent of BNSF.

Section 19. Default.

A. An "Event of Default" by Lessee shall have occurred hereunder if any of the following shall occur:

- (i) if Lessee violates any safety provision contained in this Lease;
- (ii) if Lessee fails to pay Rent or any other monetary payment hereunder when due or fails to perform any other obligations under this Lease and such failure continues thirty (30) days after written notice from Lessor to Lessee of Lessee's failure to make such payment or perform such obligations;
- (iii) if a decree or order of a court having jurisdiction over the Property for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Lessee or over all or a substantial part of the property of Lessee shall be entered; or if Lessee becomes insolvent or makes a transfer in fraud of creditors; or an interim receiver, trustee or other custodian of Lessee or of all or a substantial part of the property of Lessee shall be appointed or a warrant of attachment, execution, or similar process against any substantial part of the property of Lessee shall be issued and any such event shall not be stayed, dismissed, bonded or discharged within thirty (30) days after entry, appointment or issuance;
- (iv) if the Property is abandoned or vacated by Lessee.

B. If an Event of Default occurs as provided above, Lessor may, at its option, (i) terminate this Lease by serving five (5) days notice in writing upon Lessee, in which event Lessee shall immediately surrender possession of the Property to Lessor, without prejudice to any claim for arrears of Rent or breach of covenant, (ii) proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by Lessee of the applicable provisions of this Lease or to recover damages for a breach thereof, (iii) cure the default by making any such payment or performing any such obligation, as applicable, at Lessee's sole expense, without waiving or releasing Lessee from any obligation, or (iv) enter into and upon the Property or any part thereof and repossess the same without terminating the Lease and, without obligations to do so relet the Property or any part thereof as

the agent of Lessee and in such event, Lessee shall be immediately liable to Lessor for all costs and expenses of such reletting, the cost of any alterations and repairs deemed necessary by Lessor to effect such reletting and the full amount, if any, by which the rentals reserved in this Lease for the period of such reletting exceeds the amounts agreed to be paid as Rent for the Property for the period of reletting. The foregoing rights and remedies given to Lessor are and shall be deemed to be cumulative and the exercise of any of them shall not be deemed to be an election excluding the exercise by Lessor at any time of a different or inconsistent remedy. If, on account of breach or default by Lessee of any of Lessee's obligations hereunder, it shall become necessary for the Lessor to employ an attorney to enforce or defend any of Lessor's rights or remedies hereunder, then, in any such event, any reasonable amount incurred by Lessor for attorneys' fees shall be paid by Lessee. Any waiver by Lessor of any default or defaults of this Lease or any delay of Lessor in enforcing any remedy set forth herein shall not constitute a waiver of the right to pursue any remedy at a later date or terminate this Lease for any subsequent default or defaults, nor shall any such waiver in any way affect Lessor's ability to enforce any Section of this Lease. The remedies set forth in this **Section 19** shall be in addition to, and not in limitation of, any other remedies that Lessor may have at law or in equity, and the applicable statutory period for the enforcement of a remedy will not commence until Lessor has actual knowledge of a breach or default.

C. In the event of a default by Lessee, Lessor shall be allowed to recover one hundred percent (100%) of its costs or outstanding amounts owed, including any amount received by a collection agency in connection with pursuing any unpaid portion of rent or other amounts due under this Lease on Lessor's behalf.

Section 20. Termination.

Upon the termination of Lessee's tenancy under this Lease in any manner herein provided, Lessee shall relinquish possession of the Property and shall remove any Lessee Improvements, and restore the Property to substantially the state and environmental condition in which it was prior to Lessee's use ("**Restoration Obligations**"). If Lessee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Lessor may, at its election (i) either remove the Lessee Improvements or otherwise restore the Property, and in such event Lessee shall, within thirty (30) days after receipt of bill therefor, reimburse Lessor for cost incurred, (ii) upon written notice to Lessee may take and hold any Lessee Improvements and personal property as its sole property, without payment or obligation to Lessee therefor, or (iii) specifically enforce Lessee's obligation to restore and/or pursue any remedy at law or in equity against Lessee for failure to so restore. Further, in the event Lessor has consented to Lessee Improvements remaining on the Property following termination, Lessee shall, upon request by Lessor, provide a Bill of Sale in a form acceptable to Lessor conveying such Lessee Improvements to Lessor.

Section 21. Survival of Obligations.

Notwithstanding any expiration or other termination of this Lease, all of Lessee's indemnification obligations and any other obligations that have accrued but have not been satisfied under this Lease prior to the termination date shall survive such termination.

Section 22. Holding Over.

If Lessee fails to surrender the Property to Lessor upon any termination of this Lease, and Lessor and BNSF do not consent in writing to Lessee's holding over, then such holding over will be deemed a month-to-month tenancy. Lessee's holdover will be subject to all provisions of this Lease.

Section 23. Multiple Party Lessee.

In the event that Lessee consists of two or more parties, all the covenants and agreements of Lessee herein contained shall be the joint and several covenants and agreements of such parties.

Section 24. Damage or Destruction.

If at any time during the term of this Lease, the Property is damaged or destroyed by fire or other casualty, then Lessor may terminate this Lease or repair and reconstruct the Property to substantially the same condition in which the Property existed immediately prior to the damage or destruction, except that Lessor is not required to repair or reconstruct any Lessee Improvements, personal property, furniture, trade fixtures, or office equipment located on the Property and removable by Lessee under the provisions of this Lease.

Section 25. Eminent Domain.

If any part of the Property is taken by eminent domain, Lessor may either terminate this Lease or continue the Lease in effect. If Lessor elects to continue the Lease, Rent will be reduced in proportion to the area of the Property taken by eminent domain, and Lessor shall repair any damage to the Property resulting from the taking. All sums awarded or agreed upon between Lessor and the condemning authority for the taking of the interest of Lessor or Lessee, whether as damages or as compensation, will be the property of Lessor; without prejudice, however, to claims of Lessee against the condemning authority for moving costs and the unamortized cost of leasehold improvements paid for by Lessee taken by the condemning authority. If this Lease is terminated under this **Section 25**, Rent will be payable up to the date that possession is taken by the condemning authority, and Lessor shall refund to Lessee any prepaid unaccrued Rent less any sum then owing by Lessee to Lessor.

Section 26. Representations.

Neither Lessor nor Lessor's agents have made any representations or promises with respect to the Property except as herein expressly set forth.

Section 27. Signs.

No signs are to be placed on the Property without the prior written approval of Lessor of the size, design, and content thereof.

Section 28. Consents and Approvals.

Whenever in this Lease Lessor's or BNSF's consent or approval is required, such consent or approval shall be in their sole and absolute discretion. If Lessor and BNSF delay or refuse such consent or approval, such consent or approval shall be deemed denied, and Lessee in no event will be entitled to make, nor will Lessee make, any claim, and Lessee hereby waives any claim, for money damages (nor will Lessee claim any money damages by way of set-off counterclaim or defense) based upon any claim or assertion by Lessee that Lessor or BNSF unreasonably withheld or unreasonably delayed its consent or approval.

Section 29. Captions.

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

Section 30. Public Record.

It is understood and agreed that this Lease shall not be placed of public record.

Section 31. Governing Law.

All questions concerning the interpretation or application of provisions of this Lease shall be decided according to the substantive laws of the state in which the Property is located.

Section 32. No Waiver.

One or more waivers of any covenant, term, or condition of this Lease by Lessor or BNSF shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by Lessor or BNSF to or of any act by Lessee requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 33. Binding Effect.

All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Lessor and Lessee to the same extent as if each such successor and assign was named a party to this Lease.

Section 34. Force Majeure.

Except as may be elsewhere specifically provided in this Lease, if either party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of the like nature not the fault of the party delayed in performance of its obligation, such party is excused from such performance for the period of delay. The period for the performance of any such act will then be extended for the period of such delay.

Section 35. Entire Agreement/Modification.

This Lease is the full and complete agreement between Lessor and Lessee with respect to all matters relating to lease of the Property and supersedes any and all other agreements between the parties hereto relating to lease of the Property. If this Lease is a reissue of an existing agreement held by Lessee, it shall supersede and cancel the previous lease or leases, without prejudice to any liability accrued prior to cancellation. This Lease may be modified only by a written agreement signed by Lessor and Lessee.

Section 36. Notices.

Any notice or documents required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given or shall be deemed to have been served and given if (i) delivered in person to the address herein above or hereinafter set forth for the party to whom the notice is given, (ii) placed in the United States mail, certified - return receipt requested, addressed to such party at the address herein above or hereinafter set forth, or (iii) deposited into the custody of any reputable overnight carrier for next day delivery, addressed to such party at the address herein above or hereinafter set forth. Any notice mailed as above shall be effective upon its deposit into the custody of the U. S. Postal Service or such reputable overnight carrier, as applicable; all other notices shall be effective upon receipt. All Rent and other payments due to Lessor hereunder shall also be made as provided in **Section 3(A)** above, and delivery of such rental and other payments shall only be effective upon actual receipt by Lessor. From time to time either party may designate another address or telecopy number within the 48 contiguous states of the United States of America for all purposes of this Lease by giving the other party not less than fifteen (15) days' advance written notice of such change of address in accordance with the provisions hereof.

If to Lessee, at the address shown above.

If to Lessor, at the address shown above.

If to BNSF:

BNSF Railway Company
Jones Lange LaSalle Brokerage, Inc., Its Attorney in Fact
4200 Buckingham Road, Suite 110
Ft. Worth, TX 76155

Section 37. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

Section 38. Relationship.

Notwithstanding anything else herein to the contrary, neither party hereto shall be construed or held, by virtue of this Lease, to be the agent, partner, joint venturer, or associate of the other party hereto, it being expressly understood and agreed that the relationship between the parties hereto is and at all times during the term of this Lease, shall remain that of Lessor and Lessee.

Section 39. Severability.

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or

provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 40. Transferability; Release of Lessor.

Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Property, and upon such transfer, Lessor shall be released from any further obligations hereunder, and Lessee agrees to look solely to the successor in interest of Lessor for the performance of such obligations.

Section 41. Tax Waiver.

Lessee waives all rights pursuant to all Laws to protest appraised values or receive notice of reappraisal regarding the Property (including Lessor's personalty), irrespective of whether Lessor contests the same. However, if the Property is separately assessed by the applicable taxing authority as a result of this Lease, the Lessee may, at its own cost and upon written consent of Lessor, contest the assessed value of the Property.

Section 42. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any relief to which it may be entitled.

Executed by the parties to be effective as of the Effective Date set forth above.

LESSOR

Montana Rail Link, Inc., a Montana corporation

By: _____

Joe Gentri, Manager Real Estate

LESSEE

dba Koo Beans Coffee

By: _____

Alania Eastman

By: _____

Mathew Pruett

BNSF's execution in the space provided below evidences BNSF's consent to this Lease. This Lease is not valid and shall have no force and effect without BNSF's signature.

BNSF

BNSF Railway Company

By: _____

EXHIBIT "B"

WORK LETTER AGREEMENT

THIS WORK LETTER AGREEMENT (the "**Agreement**") supplements that certain Indefinite Term Lease For Land ("**Lease**") dated _____, _____ by and between **MONTANA RAIL LINK, INC.**, a Montana corporation ("**Lessor**"), and _____, a(n) _____ ("**Lessee**"). In the event of any conflict between the provisions of this Agreement and the provisions of the Lease, the provisions of this Agreement shall control. Unless the context otherwise requires, capitalized terms not defined herein shall have the meaning assigned to such terms in the Lease.

In the event Lessee uses one or more general contractors or subcontractors ("**Contractor(s)**") for any improvements, alterations, build out, finish out, or other similar work on the Property ("**Work**"), Lessee agrees to and accepts the following:

1. Prior to performing any Work, Lessee shall obtain Lessor's and BNSF's approval of each Contractor and any Work to be performed by such Contractor shall be performed pursuant to a written contract between Lessee and the Contractor ("**Work Contract**") approved in advance by Lessor and BNSF.
2. Prior to commencing any Work, Lessee shall submit for Lessor's and BNSF's review and approval Lessee's plans, specifications and/or drawings for such Work (collectively, "**Plans**") in accordance with the procedure set forth in the Lease.
3. All Work must be performed at Lessee's sole cost and expense and in accordance with the Plans which have previously been approved by Lessor and BNSF.
4. Lessee shall cause its Contractors to meet all insurance and indemnification requirements required of Lessee under the Lease and shall obtain indemnification and insurance provisions from its Contractors in favor of Lessor and BNSF and in the same form as set forth in the Lease.
5. Prior to the commencement of the Work, all required local building, fire, health and other departments must approve all Plans requiring approval by local building codes. In addition, the Work shall be performed, installed and/or constructed in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations, including without limitation, the Americans With Disabilities Act of 1990, 42 U.S.C.A. 12101 *et seq.*
6. Lessee shall be responsible for obtaining all municipal and other governmental licenses or permits for the Work with copies furnished to Lessor and BNSF prior to commencement of any construction.
7. Lessee shall furnish Lessor and BNSF, for Lessor's and BNSF's approval, a copy of its schedule of the Work. Lessee shall perform the Work in accordance with the schedule approved by Lessor and BNSF, and any changes in such schedule must be approved by Lessor and BNSF in writing in advance.
8. Notwithstanding the status of the completion of the Work, Lessee's obligation for payment of Rent and other amounts due under the Lease shall commence on the Commencement Date provided in the Lease. Notwithstanding anything herein to the contrary, Lessor and BNSF may, in Lessor's and BNSF's sole discretion, permit Lessee and Lessee's Contractors to enter the Property prior to the Commencement Date in order to commence Work; provided, however, that Lessee agrees that such early entry or occupation of the Property shall be governed by all of the terms and conditions of the Lease and this Agreement (including the insurance and indemnity requirements therein), as such terms and conditions are more specifically set forth in the Lease and this Agreement.
9. During construction, Lessor and BNSF reserves the right to inspect the Work at any time upon reasonable notice to Lessee.
10. Lessee's Contractors shall keep the Property reasonably clean at all times during the performance of the Work.
11. All Work must be performed in a good and workmanlike manner, free from defects in materials and workmanship.

12. If any materialman's, mechanic's, laborer's or any other liens for any work claimed to have been undertaken for Lessee or at Lessee's request is filed against the Property, Lessee shall indemnify, defend and hold harmless Lessor and BNSF from any such liens filed during the term of the Lease and shall, at Lessee's own expense, cause all such liens to be removed within ten (10) days after written notice from Lessor or BNSF to Lessee of the filing thereof.

13. Lessee must obtain Lessor's and BNSF's reasonable approval that the Work has been completed in substantial accordance with the approved plans and specifications. Lessor and BNSF shall receive copies of all Certificates of Occupancy and as-built drawings (electrical, mechanical, fire and architectural) prior to approving the Work.

14. All guarantees and warranties provided by Lessee's Contractors shall be issued to Lessee and, for Work which is or will at the termination of this Lease be Lessor's property, also to Lessor and BNSF.

IN WITNESS WHEREOF, the parties hereto have executed this Work Letter Agreement to be effective as of the date first set forth above.

LESSOR:

Montana Rail Link, Inc., a Montana corporation

By: _____
Name: _____
Title: _____

LESSEE:

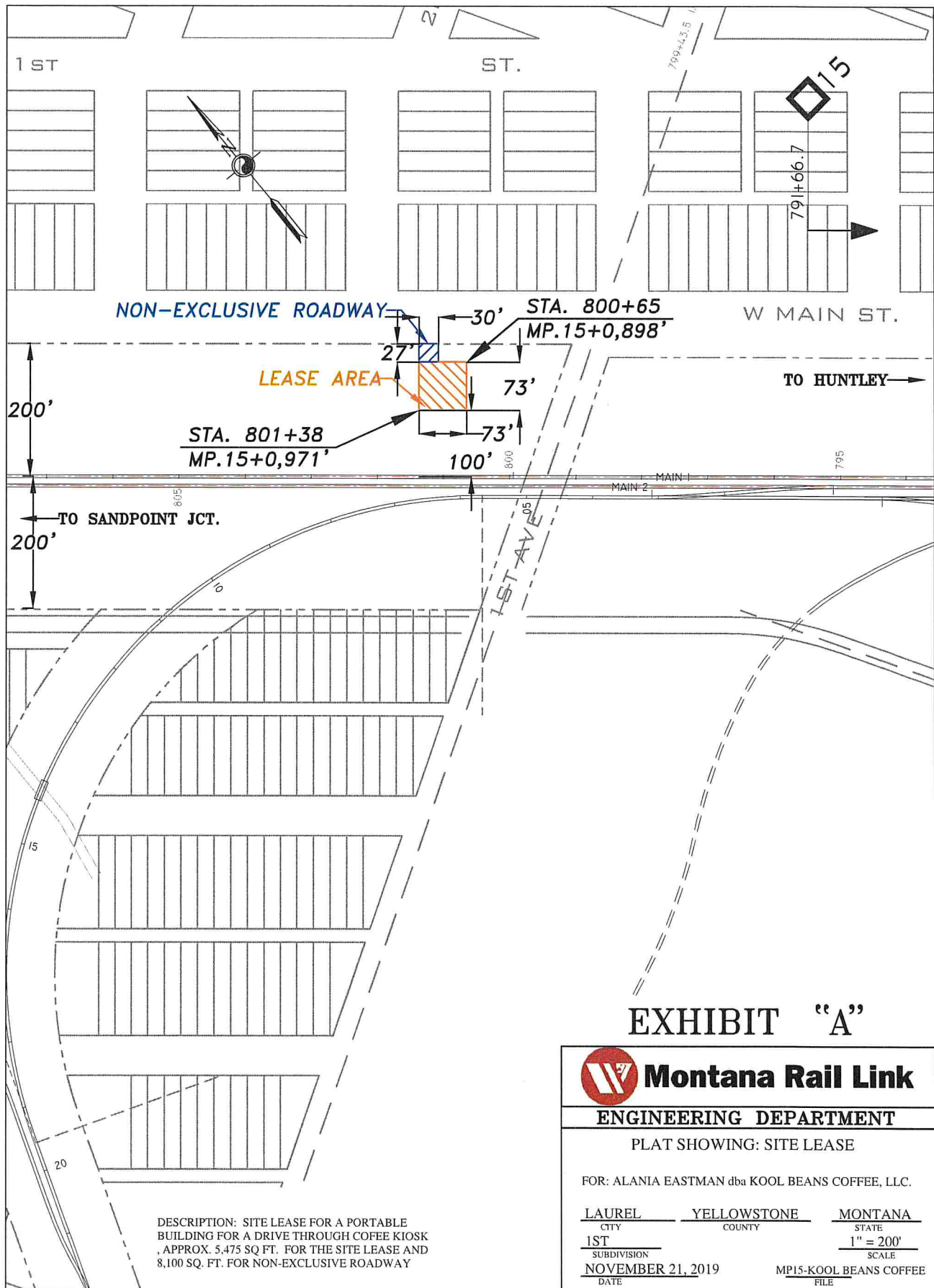
Sample
By: _____
Name: _____
Title: _____

BNSF's execution in the space provided below evidences BNSF's consent to this Work Letter Agreement. This Work Letter Agreement is not valid and shall have no force and effect without BNSF's signature.

BNSF

BNSF Railway Company, a Delaware corporation

By: _____
Name: _____
Title: _____





LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City-County Planning Board / Zoning Commission
FROM: Nicholas Altonaga, Planning Director
RE: Conditional Use Permit – Koo Beans Coffee Kiosk
DATE: August 12, 2020

DESCRIPTION/LOCATION:

The applicant Alania Eastman of Koo Beans Coffee submitted an application for a conditional use on July 17th, 2020. The proposed conditional use is located at 102 West Main St. The parcel is zoned as Light Industrial and is located within the Community Entryway Zoning District. The applicant is requesting a conditional use for the operation of a coffee kiosk. The property is owned by Montana Rail Link and is legally described as S09, T02 S, R24 E, ****INFORMATIONAL ONLY**** CENTRALLY ASSESSED PROPERTY IN SEC 9-2S-24E.

Application Data:

Owner: Montana Rail Link
Legal Description: S09, T02 S, R24 E, ****INFORMATIONAL ONLY**** CENTRALLY ASSESSED PROPERTY IN SEC 9-2S-24E
Address: 102 W. Main St.
Parcel Size: 45.386 acres (direct area is Southwest of intersection of N 1st Ave and Main St.)
Existing Land Use: Railroad, Vacant
Proposed Land Use: Coffee Kiosk and parking area
Existing Zoning: Light Industrial
Overlay District: Community Entryway Overlay District

Surrounding Land Use and Zoning (See Exhibits A & B)

North Zoning:	Central Business District (CBD)	Land Use:	Laurel Hearing Aid, King Koin
South Zoning:	Light Industrial/ Heavy Industrial	Land Use:	Railroad
East Zoning:	Light Industrial	Land Use:	Railroad, Chamber of Commerce
West Zoning:	Light Industrial /CBD	Land Use:	Railroad, Commercial

STAFF FINDINGS:

1. The applicant is requesting a conditional use to operate a coffee kiosk on a parcel adjacent to the Central Business District.
2. The application packet is attached and contains:
 - a. Application Form,
 - b. Site map
 - c. Map detail on leased area and adjacent uses
 - d. List of adjacent property owners
 - e. Lease agreement Between Alania Eastman, Mathew Pruett and Montana Rail Link
3. The parcel is zoned Light Industrial.
4. The parcel is within the Community Entryway Zoning District.
5. The parcel is within the Downtown Overlay District.
6. The Downtown Overlay District takes precedence over the Community Entryway Zoning District.
7. The only mention of “kiosks” in the Laurel Municipal Code is in LMC Chapter 17.40.130 – Off-Street Parking Requirements, Landscaping Standards, Part C.
8. LMC 17.25 – Downtown Overlay District is attached to this report in full.
9. LMC 17.62 – Conditional Land Uses is attached to this report in full.
10. The advertising requirements of LMC 17.62.030.A have been met.

ZONING COMMISSION CONSIDERATIONS AND RECOMMENDATION:

The Zoning Commission shall review and make determinations on Chapter 17.62 – Conditional Land Uses, Section 020 – Requirements. This section is provided below.

No structure or land use may be used for any purpose other than those allowed within a zoning district as specified in the zoning ordinance unless either a variance has been granted (under Chapter 17.60 or 17.64 of this code) or a conditional land use permit therefor has been provided. The zoning commission may recommend and the city can require any information that will allow the decision makers to comprehensively evaluate and decide on applications for conditional uses brought before them. The zoning commission may recommend and the city can require, after consideration of the application for conditional use, those conditions under which such land use may be allowed to include but not be necessarily limited to the following:

- A. Adequate ingress and egress with concern for vehicular and pedestrian safety and convenience, traffic flow and control, and emergency access as reviewed and approved by the city public works director;
- B. Adequate off-street parking and loading with attention to vehicular and pedestrian safety and traffic flow;
- C. Conditions that control, specify, or plan for the generation of odors, noise, hours of operation, signage, or impact on the neighborhood of natural systems;
- D. Adequate landscaping, screening, mitigation of impact on adjacent property and buffering; and
- E. Compatibility with adjacent and neighborhood land uses and Laurel's GMP.

STAFF SUGGESTED CONDITIONS:

The Planning Board-Zoning Commission recommends the following conditions for approval if the City Council votes to approve this application for Conditional Use.

1. The conditional use shall comply with the requirements of LMC Chapter 17.25 – Downtown Overlay District
2. The conditional use shall comply with the requirements of LMC Chapter 17.40 – Off-Street Parking Requirements
3. The conditional use shall comply with the requirements of LMC Chapter 17.42 – Sign Code
4. The conditional use shall comply with the requirements of LMC Chapter 17.62 – Conditional Land Uses

PROCEDURAL HISTORY:

- The applicant communicated with the laurel Planning Director in July 2020 regarding the need to apply for a conditional use permit and the procedural requirements.
- The conditional use application and review fee were submitted on July 17, 2020.
- A public hearing is scheduled for the August 19, 2020 meeting of the Laurel City-County Planning Board regarding the application.

Attachment 1. LMC Chapter 17.25 Downtown Overlay District

17.25.010 - Intent.

The city of Laurel hereinafter ("city"), in collaboration with the Laurel Urban Renewal Agency, prepared the following set of regulations to preserve and protect the unique nature of the Downtown core of the city of Laurel. These regulations are intended to promote, preserve, and enhance the character of the built environment while encouraging a cohesive identity.

In addition to building construction, further elements include, but are not limited to parking and pedestrian connectivity requirements, landscaping, and signage.

This district's requirements are in addition to the existing zoning ordinances found in Title 17 of the Laurel Municipal Code (LMC). Single-family and two-family residential uses in the district are exempt from the provisions herein.

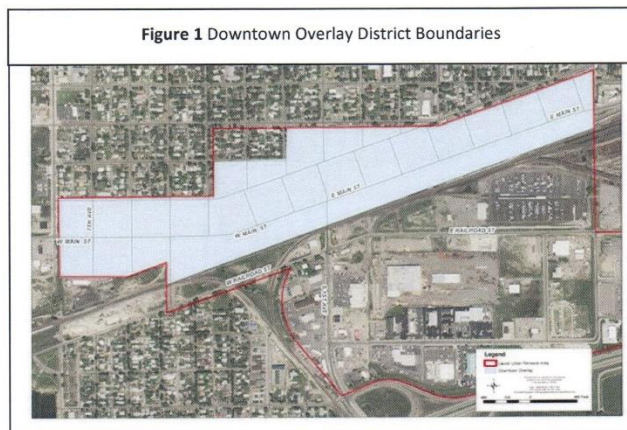
The intent of this section is to:

- A. Promote a physical landscape to make the District an attractive place to live and work;
- B. Encourage creativity in design and quality site planning;
- C. Promote development patterns in coordination with the goals and objectives of the city's growth management plan;
- D. Provide consistency to land uses and design that will protect the investment of property owners in the district.

(Ord. No. O15-01, 3-17-2015)

17.25.020 - District boundaries.

The boundaries of the district are identified in Figure 1.



(Ord. No. O15-01, 3-17-2015)

17.25.030 Application and Approval Process

- A. All building permit applications shall be submitted to the city's building official. All permit applications must be submitted and signed by the property owner or the authorized agent of the property owner. An approved building permit is required prior to any construction activity.
- B. Each building permit application must include, but not be limited to, the following information:
 - 1. The name and address of the property owner;
 - 2. The name and address of the applicant;

3. The legal description of the parcel;
 4. A map drawn to scale showing the dimensions, acreage, location of the parcel, north arrow, streets and adjacent land uses;
 5. A complete site plan drawn to a scale of no less than 1"=40' showing the dimensions and height of the structure;
 6. A complete elevation drawings drawn to the scale 1"=40' including the dimensions and height of the structure;
 7. If applicable, signage plan specifications, location and ground lighting pattern; and
 8. Payment of application review fee.
- C. Within fifteen working days following the submittal of a complete application, the planning director, designee, or the public works department (in the case of signs) shall issue approval for development or a denial of the application, unless the applicant consents in writing to an extension of the review period. Should the application be denied, the applicant shall be notified in writing specifying the reasons for the denial. (Ord. No. 002-31, 2002)

(Ord. No. O15-01, 3-17-2015)

17.25.040 - Nonconformance.

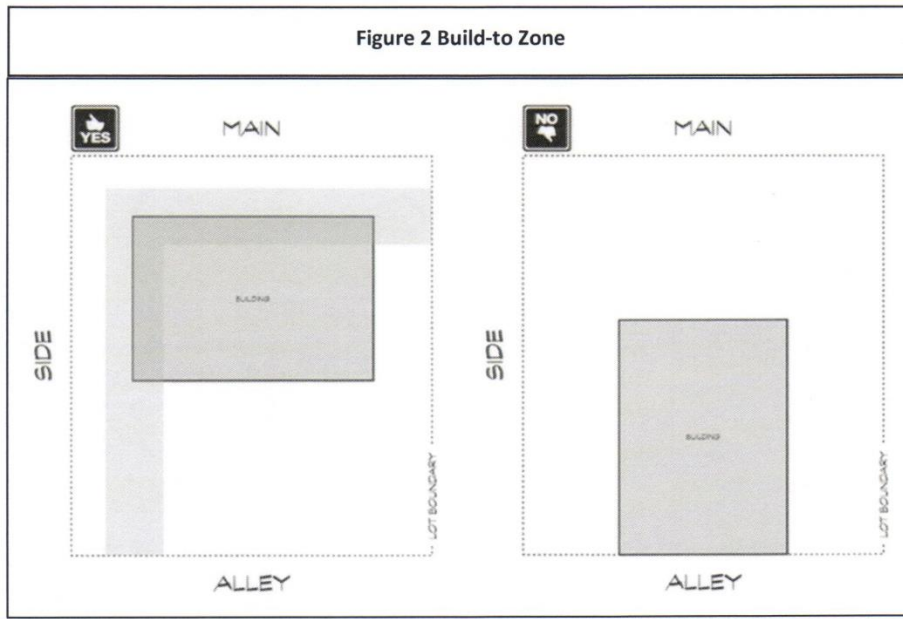
- A. Any lawful characteristic of the properties existing prior to the effective date of the ordinance that would not be a permitted characteristic under these regulations is declared to constitute a nonconforming characteristic.
- B. Nonconforming structures shall not be enlarged, extended, reconstructed, or structurally altered in an amount greater than fifty percent of its assessed valuation, unless the characteristics of the building are changed to comply with the appropriate regulations.
- C. If any nonconforming structure is damaged by an event including, but not limited to, fire, flood, explosion, wind, or war, in an amount equal to or greater than fifty percent of its assessed valuation, reconstruction must comply with the appropriate regulations. In addition, repair and maintenance may be carried out each year in an amount not to exceed twenty-five percent of the assessed valuation of the structure for that year.
- D. A nonconforming structure may continue pursuant to these regulations, but it shall not be changed in any way except to conform to the regulations herein.

(Ord. No. O15-01, 3-17-2015)

17.25.050 - Definitions.

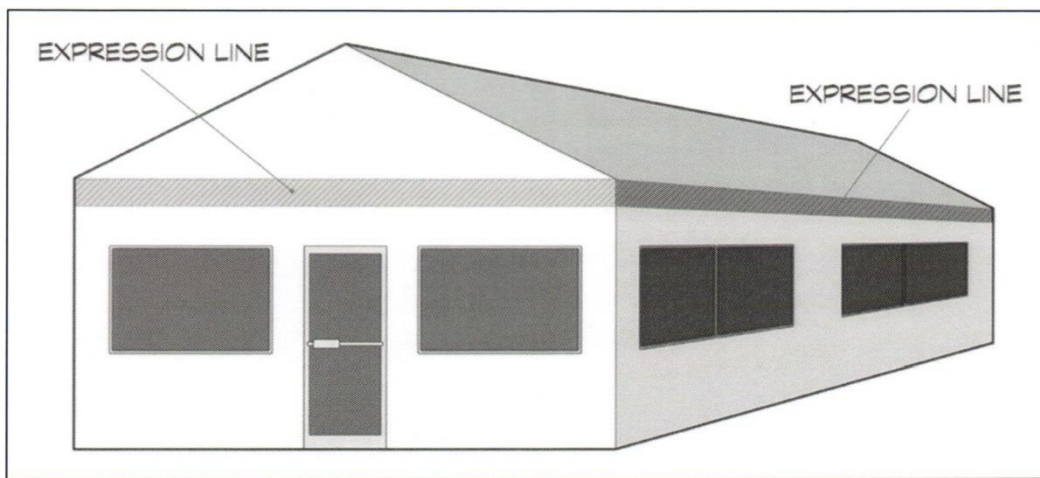
All terms shall have the same meanings as defined elsewhere in the city zoning ordinance or city signage regulations. For purposes of this title, certain words and terms used herein are defined in this chapter.

- A. "Architectural design elements" means an architectural feature consisting of a decorative, three dimensional element, horizontal or vertical, protruding or indented at least two inches from the exterior façade of a building typically utilized to provide additional aesthetic relief to a façade.
-
- B. "Build-to zone means" an area of a lot designated for placement of a building façade along a street, located parallel to a front property line or a front and side property line in the case of a corner lot. The build-to zone defines an area in which the locations of building fronts can vary within a specified range. See Figure 2.



- C. "Expression line" means an architectural feature consisting of a decorative, three dimensional, linear element, horizontal or vertical, protruding or indented at least two inches from the exterior façade of a building typically utilized to delineate the top or bottom of floors or stories of a building or provide additional aesthetic relief to a façade. See Figure 3.

Figure 2 Expression Line



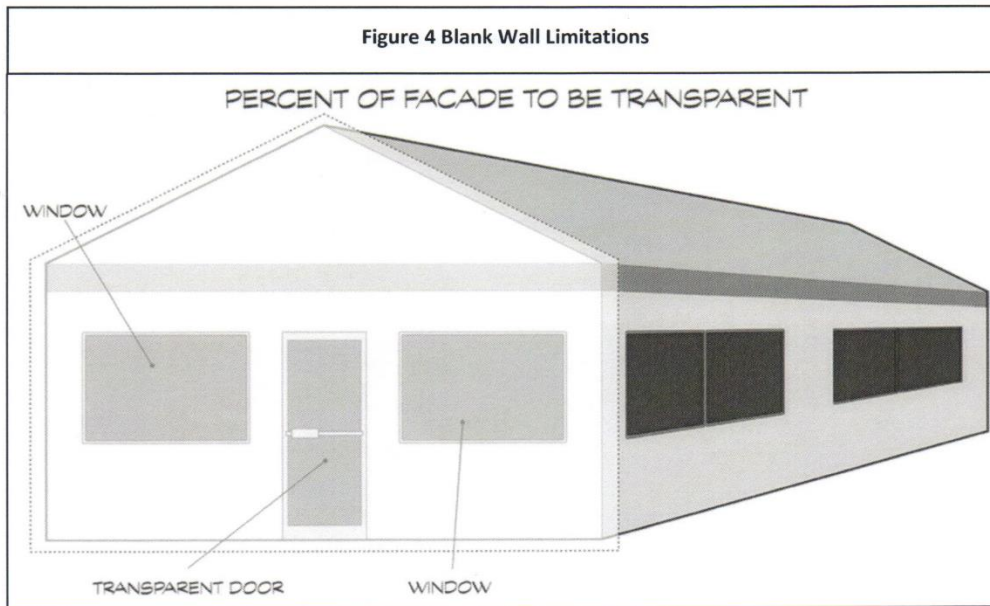


- D. "Façade" means the exterior face of a building, including but not limited to the wall, windows, windowsills, doorways, and design elements such as expression lines.
- E. "Front façade" means any building face adjacent to the street. In the case of a corner lot, the front façade is the face that the building is addressed.
- F. "Lot line, front" means the boundary abutting a right-of-way, other than an alley, from which the required setback or build-to zone is measured. The front lot line shall be to the street to which the building is addressed.
- G. "Lot line, side" means the boundary line adjacent to the front lot line and may or may not abut a right-of-way depending on lot location from which the required setback or build-to zone is measured.

(Ord. No. O15-01, 3-17-2015)

17.25.060 - Building design requirements.

- A. Exterior materials shall be sufficiently durable to ensure stability, maintainability, and long life. The use of natural and natural looking materials indigenous to the area signifying permanence, such as stone, stucco and masonry are encouraged.
 - 1. Buildings shall be finished with one or more of the following materials. Brick, fluted block, colored textured block, glass, stucco, or stone. Exposed seam metal buildings are prohibited unless covered with an acceptable finishing material.
 - 2. All front façades and sides adjacent to streets shall have a minimum of twenty-five percent masonry composed of natural materials such as stone, brick, brick veneer, or cast stone.
 - 3. Exterior cladding materials shall be of colors that compliment neighboring structures.
- B. Roof top mechanical equipment shall be screened from view with parapet walls, articulated roof designs or other architectural components.
- C. Expression lines are required on the front façade of all buildings.
- D. Blank walls on front facades or façades adjacent to street are not permitted. The amount of windowless or non-transparent area allowed on a front façade is measured per façade. No rectangular area greater than fifty percent of a front façade may be windowless. All other façades are encouraged to have transparent elements. See Figure 4.

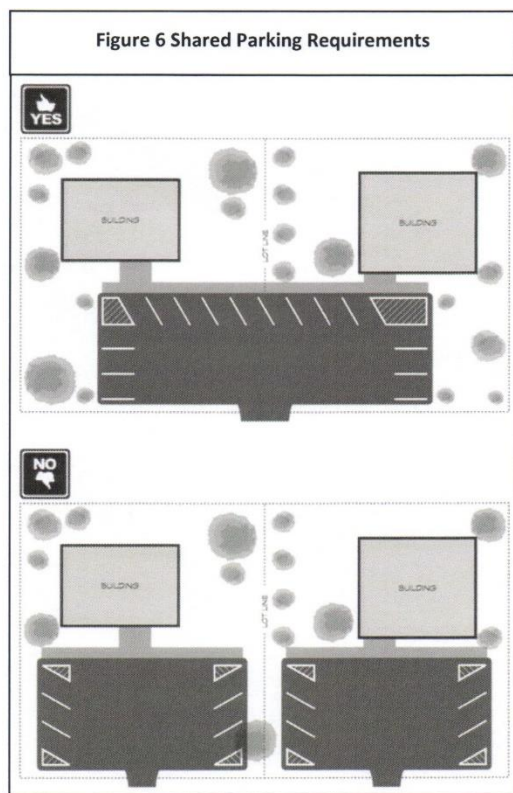
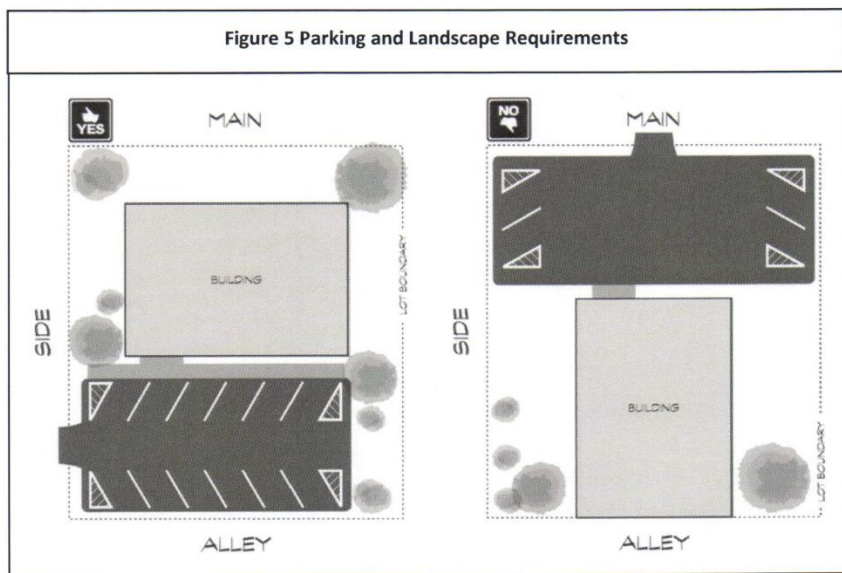


- E. All front facades shall have a minimum of one entry door.

(Ord. No. O15-01, 3-17-2015)

17.25.070 - Site design requirements.

- A. When a building does not have one hundred percent lot coverage a build-to zone of at least five feet is required at the front lot line or a side adjacent to street. Exceptions to this include properties in the district that are zoned light industrial, heavy industrial, and highway commercial.
- B. If off-street parking is proposed it shall be located at the rear of the building. When parking cannot be located in the rear, the planning board shall make a recommendation. See Figure 5. Shared parking is encouraged when property owners have a written agreement. This agreement is not subject to approval by the city but should be presented if it is applicable to meeting off-street parking requirements. See Figure 6.
- C. Landscape islands are required at the terminal ends of all parking rows.
- D. If a property is located in this district and the entry way zoning district, parking and landscape requirements of the downtown overlay district shall apply.



(Ord. No. O15-01, 3-17-2015; Ord. No. O-15-06, 11-3-2015)

17.25.080 - Landscape requirements.

Landscaping in the form of trees, shrubs and groundcover serve several purposes: The softening of harsh building forms and paved areas, the absorption of groundwater, the reflection of seasonal color change, the provision of sound barriers, and urban wildlife habitat. If a property is located in this district and the entryway zoning district, parking and landscape requirements of the downtown overlay district shall apply.

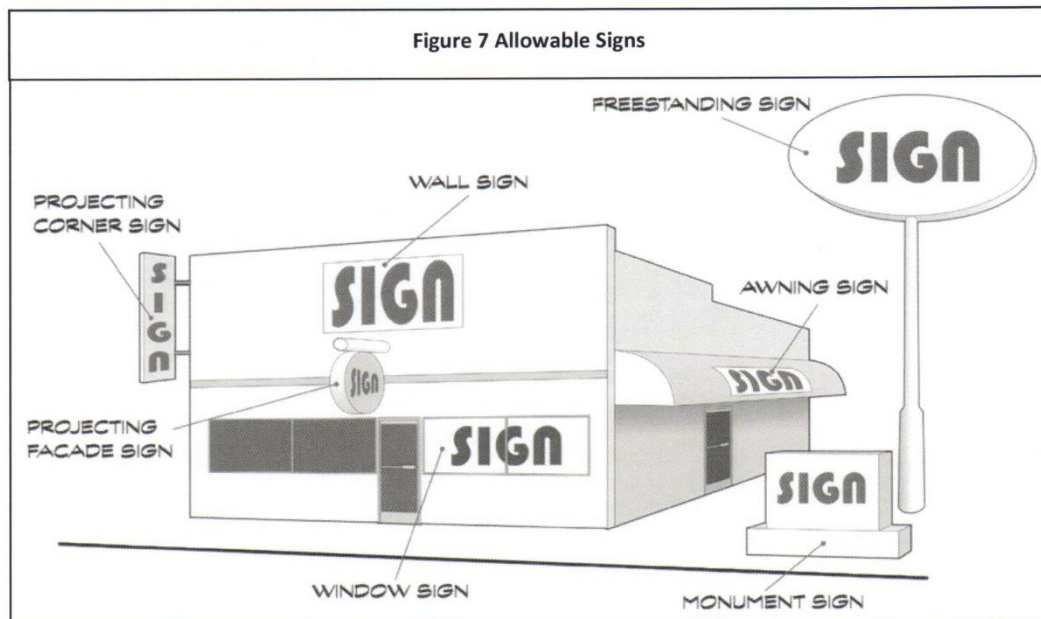
- A. Any site development where the building and parking area does not occupy one hundred percent of the parcel, the remaining property must be landscaped.
- B. Landscaping should be of an indigenous species or species that are acclimated to the city's climate.
- C. Landscaping shall include a mix of plants, shrubs, sod and trees. A minimum of fifty percent of the trees shall be at least 2.5 inch in caliper size.
- D. Landscaping shall not interfere with clear vision requirements.

(Ord. No. O15-01, 3-17-2015)

17.25.090 - Signage requirements.

Laurel Municipal Code Chapter 17.42 governs signage within the city of Laurel. Exceptions to LMC 17.42 occur only when a property is located in a special zoning district. If a property is located in this district and the entryway zoning district, signage requirements of the entryway zoning district shall apply.

- A. Allowable sign types include wall signs, window signs, awning signs, corner projecting signs, and projecting signs. See Figure 7.



- B. Illumination is encouraged to be internal. When external illumination is used, it must be focused only upon the sign face and must have cut off shields to prevent light spillage.
- C. Any projecting or corner projecting sign shall not extend above the roofline of the attached building.
- D. Any wall sign shall not exceed 30 percent of the area of any building façade.
- E. Electronic message boards are not permitted in this district.



Corner Projecting signs are allowable in this district. These two photos show examples of corner projecting signs. Similar signs are also allowable on any portion of the façade.

(Ord. No. O15-01, 3-17-2015)

Attachment 2. LMC Chapter 17.62 – Conditional Land Uses

17.62.010 - Purpose.

The purpose of conditional land uses is to provide for specific uses, other than those already allowed in each zoning district, which may be compatible uses in the district under certain safeguards or conditions. The conditional land use permitting process is intended to provide a detailed and comprehensive review of such proposed, compatible developments and to insure the interest of the public, the community, and the larger neighborhood area are protected. Conditional uses, once granted by the city, are sight specific and run with the land. Land use changes not specifically included in the approval of a conditional use are a violation of the city zoning ordinance.

(Ord. 03-4 (part), 2003)

17.62.020 - Requirements.

No structure or land use may be used for any purpose other than those allowed within a zoning district as specified in the zoning ordinance unless either a variance has been granted (under Chapter 17.60 or 17.64 of this code) or a conditional land use permit therefor has been provided. The zoning commission may recommend and the city can require any information that will allow the decision makers to comprehensively evaluate and decide on applications for conditional uses brought before them. The zoning commission may recommend and the city can require, after consideration of the application for conditional use, those conditions under which such land use may be allowed to include but not be necessarily limited to the following:

- A. Adequate ingress and egress with concern for vehicular and pedestrian safety and convenience, traffic flow and control, and emergency access as reviewed and approved by the city public works director;
- B. Adequate off-street parking and loading with attention to vehicular and pedestrian safety and traffic flow;
- C. Conditions that control, specify, or plan for the generation of odors, noise, hours of operation, signage, or impact on the neighborhood of natural systems;
- D. Adequate landscaping, screening, mitigation of impact on adjacent property and buffering; and
- E. Compatibility with adjacent and neighborhood land uses and Laurel's GMP.

(Ord. 03-4 (part), 2003)

17.62.030 - Application process.

Twelve copies of the conditional use application form and required review fee shall be submitted to the planning board secretary thirty working days prior to the regularly scheduled zoning commission/planning board meeting at which the application will be considered. The planning board secretary shall note the time of receipt, keep one copy, send one copy to the city planner, and forward the remainder to the members of the zoning commission.

- A. The zoning commission shall publish notice of public hearing in the local newspaper at least fifteen days prior to the zoning commission meeting at which the application will be considered; adjacent property owners of record within one hundred fifty feet of the application property shall also be notified by mail by the zoning commission. The applicant or the authorized agent must attend the public hearings before both the zoning commission and the city council.
- B. The conditional use application shall include twelve copies of:
 - 1. Conditional use application form;
 - 2. Legal description of the property;
 - 3. Address or general location of property;
 - 4. Existing zoning;
 - 5. Specific land use being requested;
 - 6. Reason for request;
 - 7. Scaled drawings of the subject property, proposed use, existing buildings and improvements, adjacent land use, fences, etc.;
 - 8. Other information as may be needed by the zoning commission;
 - 9. Name, address and telephone number of owner of record;
 - 10. Name, address and telephone number of agent of owner of record;
 - 11. List of current property owners adjacent to and within one hundred fifty feet of the parcel for which a conditional use permit is sought;
 - 12. Review fee.
- C. After the public hearing for the conditional use, the zoning commission shall delay its recommendation to city council no longer than thirty working days. The city council shall publish notice of and conduct a second public hearing before the council, consider the recommendation of the zoning commission and make its decision.

(Ord. 03-4 (part), 2003)

17.20.010 - List of uses.



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

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

17.20.010 - List of uses.



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

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

17.20.010 - List of uses.



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

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

17.20.010 - List of uses.



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

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

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

17.20.020 - Zoning classified in districts.

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



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

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

File Attachments for Item:

4. Conoco Sign Update Review

CONSTRUCTION PERMIT AND APPLICATION

CITY OF LAUREL, MONTANA

PERMIT No. _____

Job Address <u>411 S 1st Ave</u>	
Owner _____ Telephone _____	
Contractor <u>DCI Image Team</u>	Subdivision _____
Address <u>635 Metcalfe Rd Elwood</u>	Lot _____ Block _____ Tract _____ Zoning _____
Telephone <u>310-321-2275</u>	Type: Addition _____ Fence _____ MH Install _____
City License _____	New Structure _____ Remodel <u>X</u>
Special Conditions _____	Valuation of Project \$ <u>\$27,649.00</u>
	Description of Work: <u>reimage copy & sign face</u>
Occupancy _____	Type of Construction _____ Number of Units _____ Total Square Feet _____ Rated Walls _____

BUILDING Approved To Issue By _____ Date _____

Application is hereby made to the City of Laurel Building Code Official for a permit subject to the conditions and restrictions set forth. All provisions of laws and ordinances governing this work will be complied with whether specified herein or not. Each person upon whose behalf this application pertains, at whose request and for whose benefit work is performed under or pursuant to any permit issued as a result of this application agrees to, and shall indemnify and hold harmless the City of Laurel, it's officers, agents and employees.

The granting of this permit does not give authority to cancel or violate the provisions of any state or local law regulating construction or the performance of construction.

"Compliance with the requirements of the state building code for physical accessibility to persons with disabilities does not necessarily guarantee compliance with Americans With Disabilities Act of 1990, the Rehabilitation Act of 1978, the Fair Housing Amendments Act of 1988, Title 49, chapter 2, commonly known as the Montana Human Rights Act, or other similar federal, state, or local laws that mandate accessibility to commercial construction or multifamily housing."

Any permit issued as a result of this application becomes null and void if work is not commenced within 180 days of issuance of such permit, unless a written request to extend this time is submitted to the City of Laurel Building Department and approved.

The applicant is responsible for calling to obtain underground line locations 1-800-424-5555 two days before digging.

All general contractors shall have a current City of Laurel business license.

The permit holder is responsible for giving 24 hour notice for required inspections.

I hereby certify I have read this application and the information provided is true and correct to the best of my knowledge.

FEES AND CHARGES

1000-323011 building	\$ _____
1000-323013 plumbing	\$ _____
1000-323014 plan review	\$ _____
1000-323055 fence	\$ _____
1000-323011 roof	\$ _____
1000-323018 investigation	\$ _____
1000-323053 sign	\$ _____
5210-343033 SDF water	\$ _____
5310-343033 SDF sewer	\$ _____
1000-323011 mh install	\$ _____
1000-323011 re-inspection	\$ _____
other	\$ _____
Total Amount due	\$ _____
Amount Paid	\$ _____

Signature of Applicant _____

Date 8/1/20



BIG RED ROOSTER FLOW

PROJECT LOCATION:

411 US HIGHWAY 212 S,
LAUREL, MT 59044

PROJECT OVERVIEW:

- A** Site Map
- B** Canopy Visuals
- C** Dispenser Visuals
- D** MID Visuals
- E** High Rise Visuals

approval signature

*I have reviewed the visuals within this document and
I approve the designs and scope of work listed within.*



SITE - EXISTING



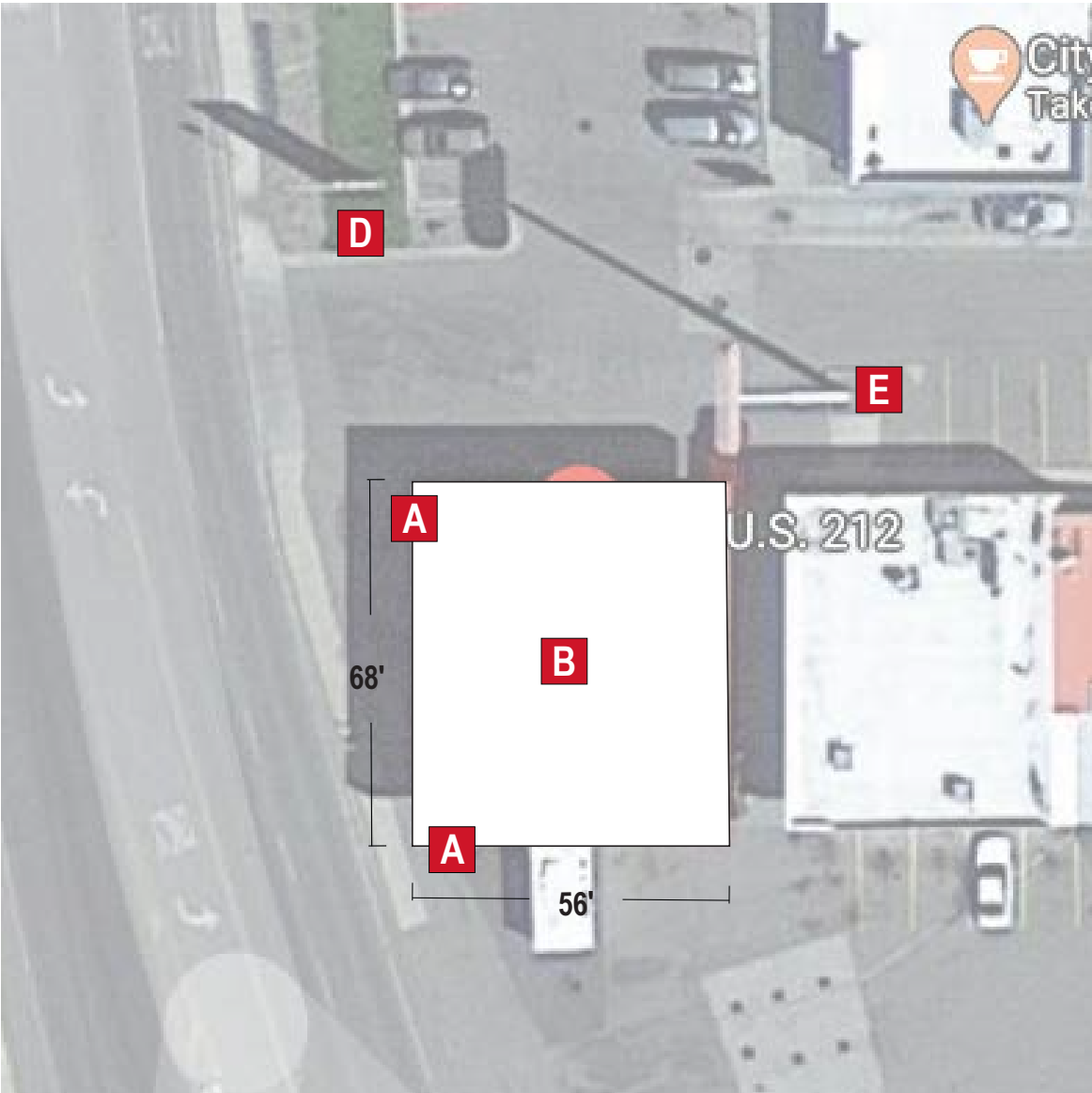
SITE - PROPOSED

Project Name	SHIP TO #	Customer	Created by
CONOCO	902302	CONOCO	L. Abramov
Revision #	Date	Scale	Page #
Original	07_29_2020	NA	1 OF 8

Brand Book
BIG RED ROOSTER FLOW
2 Northfield Plaza, Ste 2
Northfield, IL 60093
P: (847) 441-1818 F: (847) 441-1819

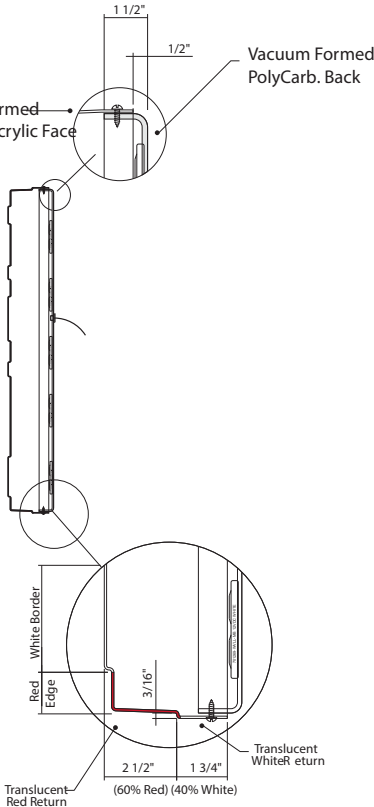
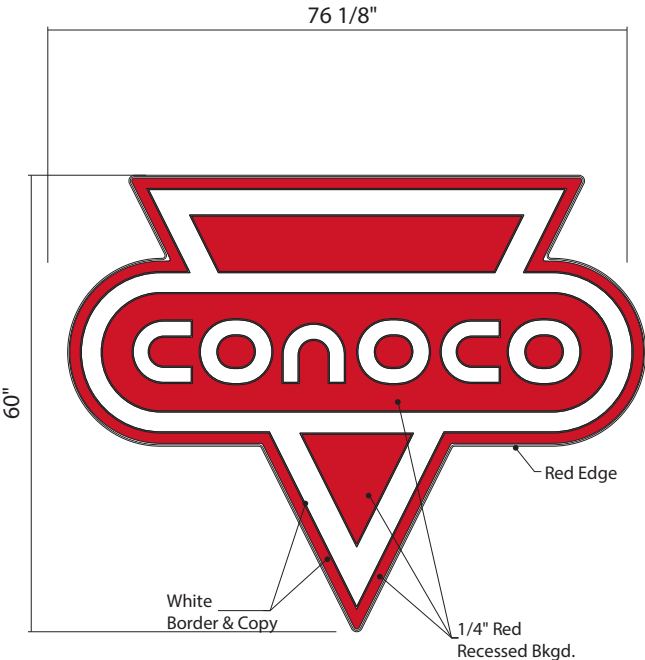
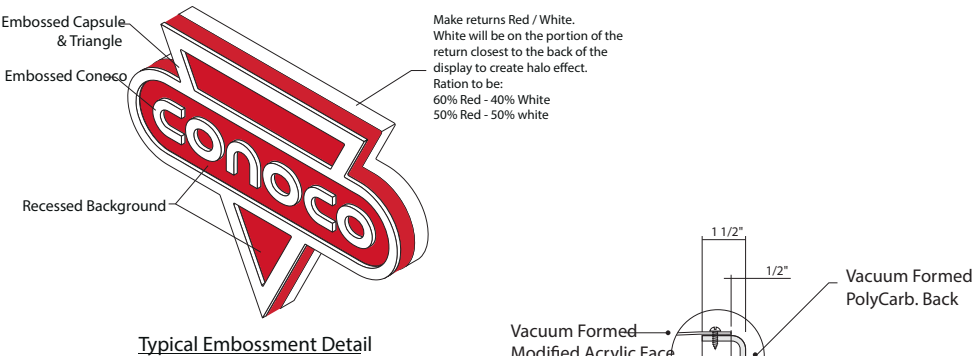
SITE PLAN

- A** Canopy Logos
- B** Canopy Image
- D** Main ID
- E** High Rise



Project Name	SHIP TO #	Customer	Created by
CONOCO	902302	CONOCO	L. Abramov
Revision #	Date	Scale	Page #
Original	07_29_2020	NA	2 OF 8

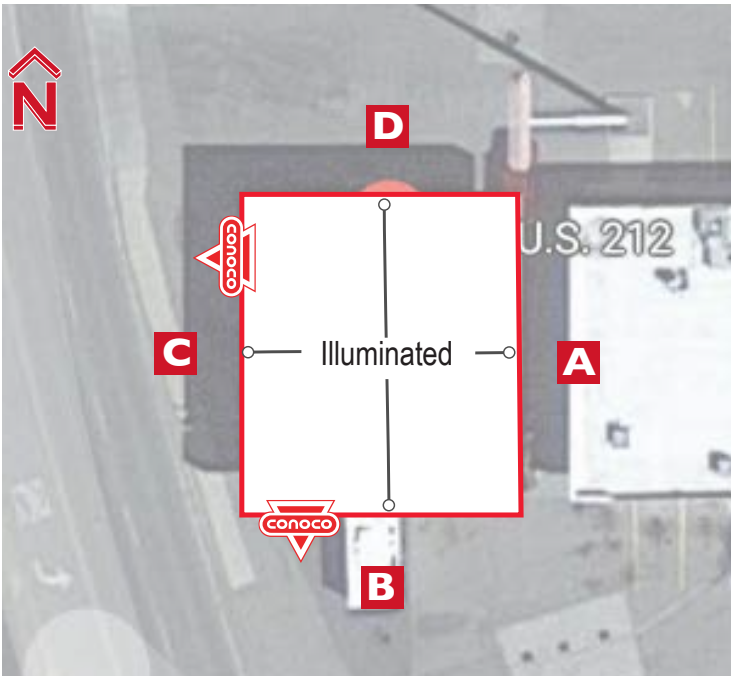
Conoco Fusion 60" Canopy Sign
Vacuum Formed Cut-to-Shape
w/ Red Edge



COLORS

L8-3124	Paint	White
L8-8947	Paint	Red

Project Name	SHIP TO #	Customer	Created by
CONOCO	902302	CONOCO	L. Abramov
Revision #	Date	Scale	Page #
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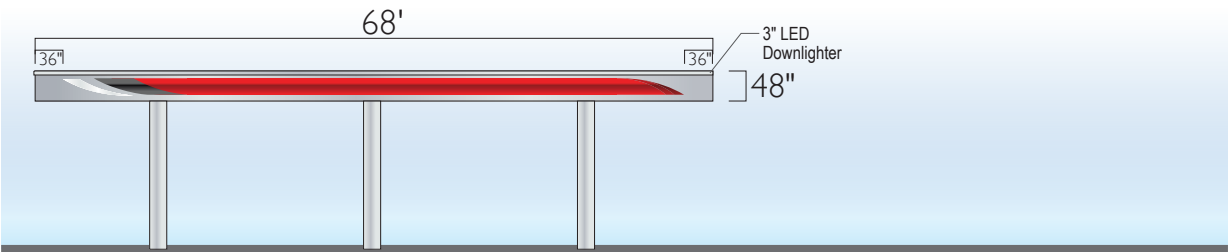


AERIAL VIEW

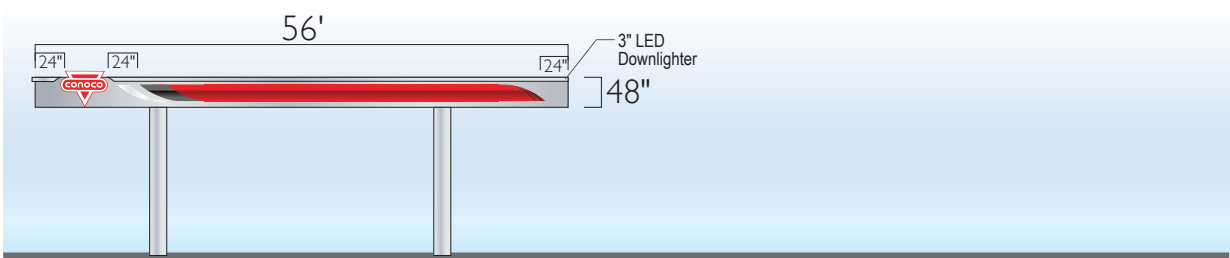


CANOPY PERSPECTIVE

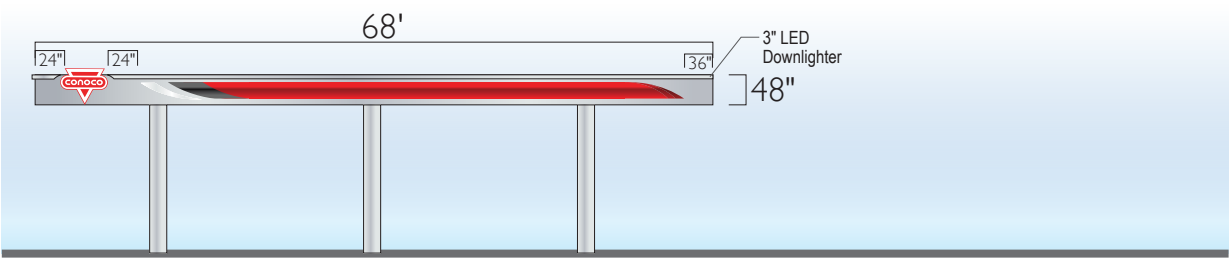
ELEVATION A: ILLUMINATED



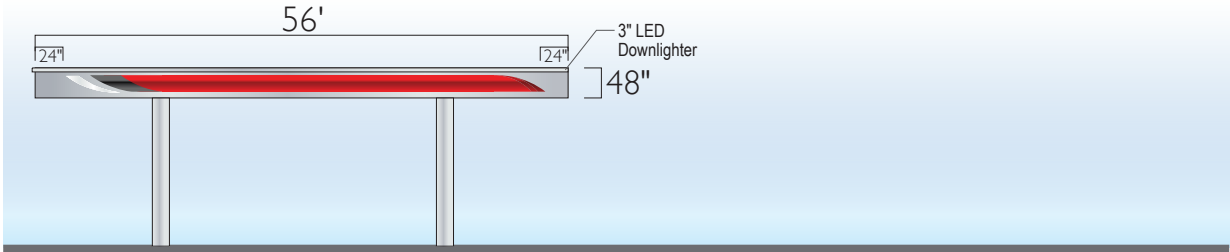
ELEVATION B: ILLUMINATED



ELEVATION C: ILLUMINATED



ELEVATION D: ILLUMINATED



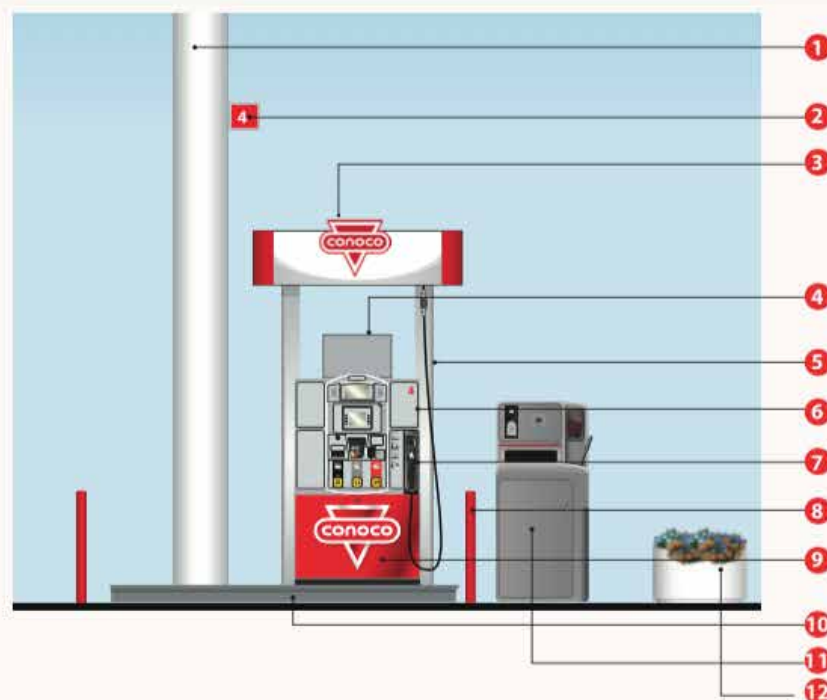
Project Name	SHIP TO #	Customer	Created by
CONOCO	902302	CONOCO	L. Abramov
Revision #	Date	Scale	Page #
Original	07_29_2020	NA	4 OF 8

Permit Pack

BIG RED ROOSTER FLOW

2 Northfield Plaza, Ste 2
Northfield, IL 60093
P: (847) 441-1818 F: (847) 441-1819

WARNING: The following example is for visual purposes only.



FUEL ISLAND COMPONENTS

1. Canopy Column

- Columns are required to be Titanium Gray.
- Columns should be stripped of any existing signs and any holes should be filled.
- Columns may not be used to post prices or advertising.
- Columns that are unpainted brick or natural stone will be excused from the Conoco Apex color image and do not require an exception.
- Painted brick columns must be painted Titanium Gray.

2. Flag Signs for Fueling Position

- Flag signs have a Conoco red background with white numerals.
- Flag signs should be mounted to the canopy columns and be visible to either the consumer at the pump and employees inside the c-store.
- If the identified dispenser includes diesel offering then a green stripe is added to the bottom of the flag sign:



Gas Flag Sign



Diesel/Gas + Diesel Flag Sign

3. Dispenser Valance

- Valance to have a non-illuminated dimensional Conoco triangle logo.
- No other decals, numbers, or signs are permitted on the valance.

4. Pump Topper

- A (15" h x 24" w) pump topper is required on all branded dispensers.
- Comes with a riser kit that allows additional advertising.
- Sites are required to display approved Conoco pump topper signage.
- Conoco reserves the right to require approved Conoco signage on 100% of all pump topper space twice a year to support corporate or national promotions.
- Digital pump toppers are allowed and should follow separately posted advertising standards on BizLink®.

5. Dispenser Side Support

- Risers to be stainless steel or silver.

6. Dispenser Bezel

- Bezels will have silver overlay panels.

7. Nozzle Cover & Splash Guard

- Black for gasoline with up to 10% ethanol (Regular, Plus, Premium).
- Green for all diesel products.
- Yellow for all Flex Fuels.
- Red for Clear Gasoline (no ethanol).

8. Bollards

- Bollards and inverted U protector pipes to be painted Conoco red (stainless steel bollards are allowed).

9. Pump Skirt

- Pump skirt panels are one-piece panels with a Conoco triangle logo positioned in the center.

10. Curbs & Island Forms

- Metal island curb forms and raised island end caps will be painted Gunmetal Gray or be stainless steel.
- Horizontal surface of the island shall be natural concrete or, if painted, Gunmetal Gray. All stains, gum, & residue must be removed prior to painting.

11. Amenity Unit

- A Conoco-brand specific amenity unit is required at all Conoco Apex locations. The unit features a waste receptacle, window washer fluid with squeegee, and paper towel dispenser.
- If the unit is equipped to support advertising, it should display Conoco approved messaging.
- This unit should be located conveniently close to the pumps, with 1 per row or island.
- No other trash or amenity unit is allowed.

12. Flower Planters (not required)

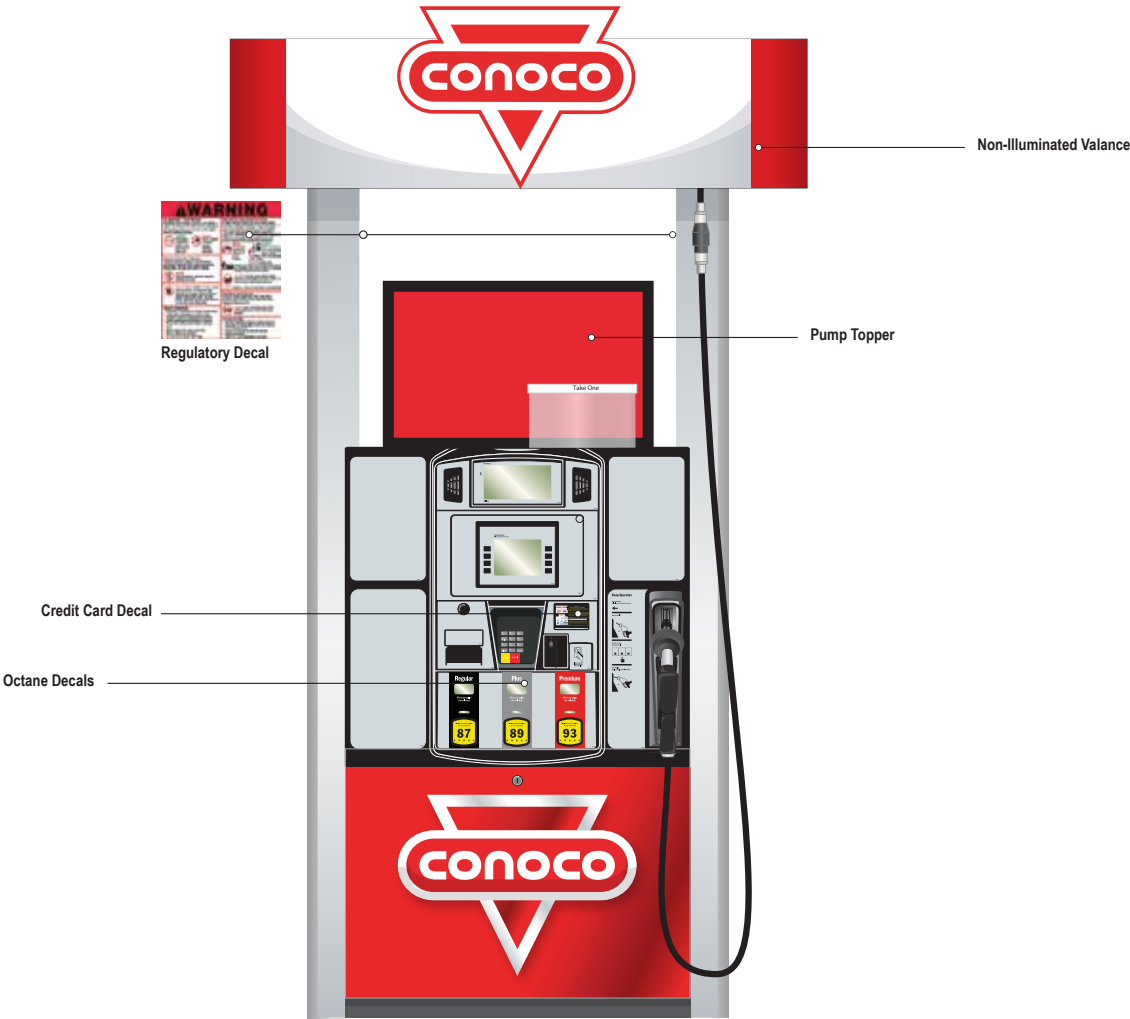
- Must be clean, maintained and used only for flowers or plants.
- Stripes, logos, multi-colors and advertising are not permitted on planters at the fuel island.

Project Name	SHIP TO #	Customer	Created by
CONOCO	902302	CONOCO	L. Abramov
Revision #	Date	Scale	Page #
Original	07_29_2020	NA	5 OF 8

WARNING: The following example is for visual purposes only.



Existing



Dispenser Type: Gilbarco Encore 500/700S

Project Name	SHIP TO #	Customer	Created by
CONOCO	902302	CONOCO	L. Abramov
Revision #	Date	Scale	Page #
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Permit Pack

BIG RED ROOSTER FLOW

2 Northfield Plaza, Ste 2
Northfield, IL 60093
P: (847) 441-1818 F: (847)

55

Note: This drawing is for visual purposes only, pending final artwork from sign supplier.



Existing



Proposed

Scope of Work:

- Install new breaking-the-plane Conoco logo cabinet
- Move panels up under ID
- Install new 2-product LED pricer (White/Green digits) w/ pan formed face
- Remove Reader Board
- Paint poles Titanium Gray

Project Name	SHIP TO #	Customer	Created by
CONOCO	902302	CONOCO	L. Abramov
Revision #	Date	Scale	Page #
Original	07_29_2020	NA	7 OF 8

Note: This drawing is for visual purposes only, pending final artwork from sign supplier.



Notes:
- High Rise to remain as is



Existing

Proposed

Project Name	SHIP TO #	Customer	Created by
CONOCO	902302	CONOCO	L. Abramov
Revision #	Date	Scale	Page #
Original	07_29_2020	NA	8 OF 8

17.26.052 - Development standards.

A. Signage.

1. Review Consideration. Signage in the EZD needs to recognize the relationship between adjacent land uses and the natural features of the location such as existing views and proximity to residences. Although signs perform a function in providing information concerning services, products, and business, a profusion of signs produces a cumulative effect that cancels out individual effectiveness and detracts from the appearance of the community as a whole. All signage shall be reviewed with the following considerations and criteria:
 - a. Use of subdued, low-key colors;
 - b. Location, size, and height that do not obstruct views of the community, the river corridor, traditional open spaces, or the mountains;
 - c. Sign is built of permanent, durable materials;
 - d. Size and location avoids or minimizes the sense of clutter with nearby signs;
 - e. The sign is professionally prepared and finished on both sides;
 - f. The location and placement of the sign will not endanger motorists or pedestrians and does not interfere with the clear vision triangle at street, railroad, or street driveway intersections;
 - g. The sign will not cover or blanket any prominent view of a structure or façade of historical or architectural significance;
 - h. The sign will not obstruct views of users of adjacent buildings to side yards, yards or to nearby open space;
 - i. The sign will not negatively impact the visual quality of a public open space such as a recreation facilities, square, plaza, court yard and the like;
 - j. The sign cannot be seen from the Yellowstone River or any city, county or state park or—if it can be seen—it must be located one thousand feet from the boundaries of such spaces.
2. Only one sign is allowed per parcel of record and there shall be at least one thousand feet between signs.
3. A construction permit is required whenever the sign copy is changed and any alterations to the sign are made.
4. Signs shall be limited to one hundred sixty square feet in copy area.
5. Non-conforming signs are required to be brought into compliance with this section within six years from the date of adoption of this ordinance or upon the earliest occurrence of the following events.
 - a. The sign is relocated or replaced;
 - b. The structure or size of the sign is altered in any way;
 - c. The sign suffers more than fifty percent appraised damage or deterioration or the sign is taken out of service for any reason, such as being knocked down by weather or other means;
 - d. If any non-conforming sign is abandoned or voluntarily discontinued for a period of one hundred eighty days, any subsequent use must be in conformity with this ordinance. An abandoned sign is a sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found. An abandoned sign is to be removed by the owner within fifteen days of notice from the public works department.
6. No portable signs as described in the city signage ordinance are allowed in the EZD.
7. Transit Bus Benches. Transit bus benches, with or without advertising, may be placed within the city right-of-way upon application and approval of the ADA coordinator, the transit

administrator and in consultation with the public work director. All benches must comply with any applicable city, state, and or/federal standards or regulations. The city may approve a bench provider, with or without advertising, pursuant to its procurement policy, as amended.

8. Lighting. All sign lighting must incorporate cut-off shields to direct light downward. Luminaries shall not be visible from adjacent streets or properties. A sign's lighting will not cause hazardous or unsafe driving conditions for motorists and will not glare, reflect, or spill onto adjacent business or residential areas.

File Attachments for Item:

5. Growth Management Policy Chapter Review

CHAPTER 1: INTRODUCTION AND PURPOSE

Introduction

The Growth Management Policy is a guide for the development of the City of Laurel over the next five years. The purpose of this plan is to provide general guidelines to develop Laurel as a safe, livable, and economically viable community that residents, institutions, and businesses are proud to be in. This policy presents information about the city, its residents, and the goals and objectives the city will work towards in the long term.

This policy is focused on the City of Laurel and its zoning and planning jurisdiction. The city of Laurel is at a crossroads. The city is located at an important agricultural, transportation and industrial junction which has helped develop the area over the past 130 years. The timing of this policy update is important with a growing population, changing demographics, a fast-growing municipality nearby, and the need for updated regulations and policies to face 21st century technological, economic, and land use challenges.

Historical Context

The Crow was the principle tribe in the Yellowstone Basin at the time of the first arrival by European explorers. Captain William Clark and his expedition floated down the Yellowstone River from current-day Livingston in crude canoes on their return journey in July 1806. Clark and his expedition camped at the mouth of the Clark's Fork near the present site of the Laurel and noted that it made a possible location for a trading post. Many decades later, Chief Joseph led the Nez Perce over the Yellowstone River near Laurel during their retreat to Canada in 1877. Colonel Sam Sturgis and his group of cavalry caught up and battled the tribe at Canyon Creek approximately six miles north of the Laurel. The Nez Perce escaped the cavalry and continued their flight to Canada after the battle. Laurel is located on both the Lewis & Clark and Nez Perce National Historic Trails to commemorate these events.

European settlement of the area began in 1879. The railroad reached Billings by 1882 and reached current-day Laurel by that Fall. The City of Laurel, originally called Carlton, was established in 1882 along the newly-laid railroad tracks. The name of the town was changed from Carlton to Laurel some time between 1883 and 1889. The western legend of "Calamity Jane" Cannary was associated with Laurel in its early years after she came to Laurel in 1882 and had her dugout near the Canyon Creek Battleground.

Laurel's population and its economy boomed during its early years. By 1920 the city's population had reached 2,338 residents. The rail yards were a permanent fixture of the local economy and became a dependable employer due to the consistent demand for agricultural products across the country. The three major industries which have played a significant role in the growth of the city have been agriculture, the railroad, and oil.

Local farms near current-day Laurel were settled prior to any official town was established. Popular crops for area farmers and ranchers included alfalfa, grains, and sugar beets. This agricultural production was a major draw for the region outside of the rail yard's ability to ship goods elsewhere. These farms were an important driver of the local economy despite the outsized role the railyard held as a shipping center.

The Northern Pacific, Great Northern, and Chicago, Burlington, and Quincy Railroads all made their junction in Laurel by 1906. The Northern Pacific was building terminal yards in 1907 which would eventually lead to Laurel being the largest terminal and classification station between St. Paul, Minnesota and Seattle, Washington. The yards would eventually have a fifty-five stall roundhouse, machine shop, ice-making plant, loading docks, water tank, and disinfecting plant. The yard is currently operated by Montana Rail Link which is leased from the Burlington Northern/Santa Fe Railroad. Laurel remains the largest rail yard between Minneapolis and Seattle.

The area was repeatedly drilled in the early 1920s for oil exploration. The Northwest Refining Company bought a site for a proposed 2,000-barrell refinery in 1922. In 1927, productive oil fields were discovered in the nearby Oregon Basin of Wyoming. The existing regional rail infrastructure made Laurel an ideal location for the refining and export of crude oil from Wyoming and other regions. The refinery in Laurel has been operated by many names including the Independent Refining Company, Farmers Union Central Exchange and now CHS Inc.

Purpose

The Growth Management Policy is a statement of community goals and objectives that guide the physical development of the city. The policy is a comprehensive document covering many different study areas including demographics, land use, infrastructure, public services, transportation, and housing.

The purpose of this Growth Management Policy is to:

- ❖ Establish Community Goals and Objectives,
- ❖ Present an updated profile of the community,
- ❖ Provide projections for housing, natural resources, population, land use and other subjects,
- ❖ Ensure an orderly set of policy priorities for the expansion of the city,
- ❖ Put forward an implementation guide for established Goals and Objectives, and
- ❖ Act as a guide and resource for city staff and other local stakeholders.

Community Vision

The Growth Management Policy gives local stakeholders the opportunity to create a future vision for the Laurel community. A well-thought out vision is important because it informs the structure and form of the document and influences work by city staff long after it is published. This vision can involve where the city wants to grow, what types of businesses residents would like to see, priorities for project funding, the quality of life residents would like to have, and many more. The Growth Management Policy's goals, objectives, and recommendations for implementation are all developed from this community vision. City staff worked with Planning Board members to develop a community vision for Laurel.

In the future, Laurel will have:

- ❖ A diverse array of residents, businesses, and institutions,
- ❖ Greater employment opportunities,
- ❖ Connected and accessible neighborhoods,
- ❖ A variety of housing options and affordability,
- ❖ A thriving downtown and commercial districts,

- ❖ Well-functioning public services and amenities,
- ❖ Clear and consistent regulations for development, and
- ❖ An engaged community.

Regulatory Requirements

The Growth Management Policy is a statutory necessity for local governments. Montana Code Annotated Title 76, Chapter 1, Part 6 provides the foundation for establishing a municipal growth policy. These statutes require certain general items to be included but the direction, focus, and contents of the policy are the responsibility of the local governing body. These statutes were established to enable local governments to proactively envision their future and implement change in a coordinated way.

CHAPTER 3 – GOALS, OBJECTIVES, AND STRATEGIES

Overview

The community goals and objectives presented in this chapter were established in order to transform the community vision into a concrete reality. These goals, objectives, and strategies were developed through research, data collection, interviews, and public meetings that city staff and the planning board took on throughout the course of this planning process.

These goals cover a wide range of topics including Land Use, Transportation, Housing, Economic Development, Infrastructure, and more. This collection of community goals and objectives is meant to be exhaustive in order to provide city staff, developers, residents, and business owners with a comprehensive set of guidance to inform local efforts across different sectors, topics, and areas of influence.

Land Use Goals and Objectives

Land use policy is one of the most powerful tools a city has. Zoning and subdivision codes influence growth patterns, infrastructure placement, road connectivity, and much more. The city of Laurel is focused on the effective use of land in and around the city. The city plans to conserve open space and traditional land uses by focusing on smarter, denser development clustered along major routes and commercial areas.

Parks and greenways will be important amenities for residential developments and commercial corridors instead of afterthoughts. Zoning will be updated to provide a more diverse array of housing types and density. Priority areas for annexation will be determined and infrastructure extension costs will be studied. Codes will be updated to maintain community character while simultaneously enabling development of new neighborhoods. Current and future commercial and industrial parcels will be identified to promote effective and intense use of land. The central business district will be a focus of infill and mixed-use development to create the most effective use of our traditional downtown.

The overall goals of this plan are to conserve open space while maximizing the areas currently in and directly adjacent to the city. A rehabilitation of Laurel's downtown and Southeast 4th street is possible through a mix of infill development, mixed use buildings, improved infrastructure, and updated façade and signage standards.

Goal 1: Conserve open space and traditional land uses

- ❖ Encourage cluster developments to incorporate open space into new developments
- ❖ Provide options for landowners for conserving portions of their land
- ❖ Study and Implement strategies to create an interconnected system of parks and greenways and open space that are accessible to area residents

Goal 2: Develop downtown Laurel into a viable place to live, work, and play

- ❖ Encourage mixed uses for living, working, and shopping local
- ❖ Identify priority parcels for infill development
- ❖ Implement Placemaking projects to create a more livable and enjoyable downtown

- ❖ Partner with local groups to support community businesses, events, gatherings, and other efforts
- ❖ Connect with regional agencies to access project funding, receive technical support, and boost the visibility of Laurel development opportunities

Goal 3: Update Subdivision Code to suit the needs of Laurel and its surrounding area

- ❖ Provide clear and consistent standards
- ❖ Ensure Proper scale and scope of regulations
- ❖ Include trails, open space, and greenway considerations in parkland subdivision review
- ❖ Regularly review and update the Subdivision Code as needed to remain up to date

Goal 4: Update the Zoning Code to provide for a greater flexibility of allowable uses, clearer requirements, and more efficient land use

- ❖ Study the inclusion of different types of housing within residential districts
- ❖ Update Overlay Districts, Parking Requirements, and the Sign Code to better fit the City's needs and character
- ❖ Allow live/work opportunities in commercial areas
- ❖ Enable property owners to use their land more effectively and efficiently

Goal 5: Use long term planning documents to identify funding and address priority needs for infrastructure and development

- ❖ Establish an Annexation Plan to develop priority growth areas and strategies
- ❖ Develop a Capital Improvement Plan for vital infrastructure to support the city as it grows
- ❖ Prepare a Commercial and Industrial Development Study for land adjacent to major transportation routes in the Laurel area

Annexation Goals and Objectives

It is important for municipalities to seize opportunities for growth. Having strategies in place to address challenges for developing a community and preparing priorities for expansion are vital activities to have in place. Two overarching goals were prepared to help the City of Laurel grow through annexation.

Goal 1: Adopt a long-range view for growth of the City

- ❖ Establish a growth-conscious set of policies to expand the city and its services
- ❖ Create priority growth areas for extension of services
- ❖ Develop and approve an Annexation Plan for the Laurel Planning Jurisdiction
- ❖ Support the creation of a long-term Capital Improvement Plan for the extension of capital infrastructure

Goal 3: Manage fiscal responsibility with established and proposed annexation standards

- ❖ Ensure that the established standards are right and proper for the City of Laurel
- ❖ Ease burden for developers to annex into the city while meeting established standards
- ❖ Allow greater flexibility in development patterns
- ❖ Determine the cost and benefits of annexation

Housing Goals and Objectives

Housing is a necessity in any community. The goals presented below are a means to ensure that people can find an affordable, accessible, comfortable, and attractive place to live. Laurel has remained lucky as a municipality not struggling with a housing affordability crisis. A growing trend in housing is the demand for closer-knit, denser, and connected neighborhoods near commercial areas. Many younger Americans have abandoned the traditional single-family home for other housing including rowhouses, tiny homes, condominiums, and apartments. Many older Americans are also focusing on downsizing to housing that is more accessible to local services including restaurants, doctors' offices, and grocery stores.

Housing is closely connected with transportation and economic development. Updating our zoning code to allow a wider array of housing options such as tiny homes, accessory dwelling units, and multi-family housing is a major goal. This type of update will ensure that currently developed parcels and vacant parcels within the city can be developed with more options for prospective buyers or renters. It is important for Laurel to have standards and code that allow for the efficient use of space already within the city while enabling the effective use of land in the surrounding area.

Goal 1: Encourage a mixture of housing types to meet the demand of all market sectors

- ❖ Maintain a diverse array of housing and affordability
- ❖ Promote higher density housing types in the downtown area and adjacent to major transportation corridors
- ❖ Study mixed-use housing and other alternative housing types and styles
- ❖ Provide options for a full spectrum of housing from rentals to retirement housing

Goal 2: Provide information on housing related grants, loans, and ownership programs

- ❖ Develop a list of resources for renters and homeowners
- ❖ Collect information on Federal, State, local, and philanthropic rental and homeownership programs
- ❖ Advise Laurel area residents about available support for housing, rent, and homeownership

Infrastructure Goals and Objectives

Infrastructure is the actual foundation of the community. It will be vital for city staff to utilize long range planning to establish infrastructure standards, mapping of current infrastructure facilities, and infrastructure development costs for necessary and prospective projects.

The drafting of planning documents including master plans and preliminary engineering reports (PERs) relating to the Laurel Water system, Wastewater system, and Stormwater system are all important to ensure orderly and effective growth of the city. A Capital Improvement Plan (CIP) is another vital infrastructure planning document which should be prepared. Plans and engineering reports should clearly provide useable data, allow for inclusion in grant applications, and present direct insight on necessary future projects.

Goal 1: Maintain an Effective and Efficient Public Infrastructure System that Adequately Serves the Needs of the City

- ❖ Develop a data-driven infrastructure maintenance schedule
- ❖ Determine any existing gaps in services and other infrastructure deficiencies within the city
- ❖ Adopt up-to-date infrastructure standards that are appropriate for the needs of the city
- ❖ Study using public spaces within floodplains, water courses, and wetlands to be used as passive recreation uses such as parks and greenways
- ❖ Study the feasibility of recycling programs and other means to reduce the solid waste stream
- ❖ Incorporate stormwater system planning into roadway and other infrastructure planning processes

Goal 2: Establish the Long-Term Capital and Infrastructure Needs for the City

- ❖ Develop a Capital Improvement Plan for the Improvement and Expansion of infrastructure
- ❖ Prepare a Water System Master Plan
- ❖ Create a Wastewater System Master Plan
- ❖ Complete a Stormwater Management Plan
- ❖ Ensure that infrastructure planning documents are routinely updated.
- ❖ Confirm that the established infrastructure priorities are adequate

Goal 3: Seek out Possible Funding Sources for the Expansion of Infrastructure and Services

- ❖ Study the physical and financial needs for the extension of infrastructure to priority growth areas.
- ❖ Collaborate with Montana State Agencies on major projects and studies
- ❖ Explore Federal, State, and Philanthropic infrastructure grant opportunities
- ❖ Determine the Positive impacts from the expansion and improvement of infrastructure
- ❖ Apply for funding opportunities that are appropriate for city priorities and projects

Transportation Goals and Objectives

The transportation network brings people together. This network is a patchwork of streets, roads, sidewalks, bike paths, sidewalks, trails, railway, and any anything in-between. It is important to couple transportation development with land use. To this end, a goal of the city is developing a more multi-modal approach to our streets and pathways. Developing bicycle and pedestrian improvements such as bike lanes, greenways, improved signage, and sidewalk improvements is a major goal. Furthermore, traffic and speed data should be studied on major routes to determine street safety and determine possible solutions. Laurel seeks to make our neighborhoods and commercial areas more accessible and connected by improving pedestrian facilities including sidewalks, accessible curb cuts, signage, and road markings. The establishment of a road network master plan is also important to create a concrete plan for street expansion and continuity to support orderly and consistent growth patterns.

These transportation goals are a way to increase quality of life, connect people to their community, increase safety, and plan around current trends and future growth.

The three overarching transportation goals have been provided with their objectives and strategies.

Goal 1: Preserve, Maintain, and Improve the existing Transportation system

- ❖ Update the Long-Range Transportation Plan
- ❖ Establish a systematic approach for the maintenance and repair of the road network.
- ❖ Develop a Capital Improvement Plan to identify major Transportation projects
- ❖ Establish a road network master plan to ensure street continuity, traffic flow, and neighborhood connectivity,
- ❖ Promote fiscal responsibility and high return on investment
- ❖ Coordinate transportation projects after underground infrastructure improvements

Goal 2: Improve Mobility, Safety, and Accessibility for all Users and Modes of Travel

- ❖ Implement bicycle and pedestrian improvements and traffic calming measures to transform the downtown area into a pedestrian friendly place,
- ❖ Create a looping bicycle/pedestrian trail and street system that connects the different areas of Laurel to one another
- ❖ Adopt pedestrian and multi-modal friendly transportation standards and safety measures
- ❖ Study options to expand and improve the existing Laurel Transit program

Goal 3: Connect Transportation Decisions with Land Use Decisions

- ❖ Integrate land use planning and transportation planning to better manage and develop the transportation network.
- ❖ Utilize transportation projects to encourage intensive development patterns along major routes and existing areas of the city.
- ❖ Adopt and implement consistent system policies and maintenance standards
- ❖ Ensure the development of a sustainable transportation system that minimizes environmental impacts

Economic Development Goals and Objectives

The Laurel economy has changed greatly in the past few decades. The emergence of online retail has shifted the focus away from traditional brick and mortar downtowns and easy to use and seemingly more convenient online or delivery establishments. Recently, small towns and cities across the country are finding that thoughtful economic development and land use planning can rehabilitate their downtowns and neighborhoods and are reversing some of the losses of the emergence of online retail.

City staff has established focus areas for economic development. These areas include Laurel's traditional downtown core, the Southeast 4th St. Commercial district, the 1st Avenue Corridor, and Old Route 10 running westward from the City. A major focus of this chapter is to establish smarter, more sustainable development that adds character and connectivity to its commercial areas. Commercial areas of Laurel should be attractive places to visit. Placemaking and beautification projects are useful in encouraging residents and visitors to explore different areas of the city. Increasing walkability and mixed-use development is a focus to create greater housing and commercial opportunities.

The goals presented below are an effort to increase the attractiveness, usefulness, and quality of our commercial and economic areas. Expansion brings new opportunity. The area near the future West Laurel Interchange will see major growth potential. This area can become a major boon for the Laurel community through the effective use of placemaking strategies, smart growth concepts, and cohesive zoning and development standards.

Four main goals have been established that focus on Economic Development with specific objectives to help meet each goal.

Goal 1: Develop Downtown Laurel into a destination to live, work, and play

- ❖ Institute placemaking projects to further enhance district character
- ❖ Increase live-work opportunities for current and future residents and businesses
- ❖ Apply Tax Increment Financing (TIF) funding to beautification, blight removal, and area public improvement projects
- ❖ Identify and find solutions for unused and underused parcels as candidates for development

Goal 2: Create a resilient local economy

- ❖ Strengthen core businesses and industries through communication and connections with technical support
- ❖ Ensure that local economic activities are inclusive and accessible to all stakeholders
- ❖ Implement policies that create stable and sustainable economic growth
- ❖ Work to highlight the shared benefits of working together as a community with local businesses stakeholders, and developers
- ❖ Provide an economic ecosystem that allows for a wide array of businesses, industries, and developments to thrive
- ❖ Study and implement policies to enhance local business demand and alternative strategies for value creation for the community

Goal 3: Collaborate with area organizations to support economic growth and local employment and training opportunities

- ❖ Communicate with local groups to determine any needs and assistance
- ❖ Create partnerships with local and regional groups to fill local service gaps and create needed programming
- ❖ Take part in events and workshops to support local business initiatives and activities
- ❖ Establish common ground with local and regional groups to provide resources and assistance
- ❖ Connect residents and businesses with economic, financial, and entrepreneurship resources and opportunities

Goal 4: Study options for new commercial and industrial properties in anticipated high growth areas

- ❖ Create a Corridor Master Plan for growth in and around the intersection with Old Route 10 and the future West Laurel Interchange
- ❖ Study options and determine priorities for the possible establishment of Tax Increment Financing Districts (TIFs) and Targeted Economic Development Districts (TEDDs)
- ❖ Review and pursue opportunities for clustered commercial and/or industrial parks
- ❖ Develop funding strategies to provide services for priority growth areas.

Public Facilities and Services Objectives, Policies and Strategies

Effective and efficient public services are a major draw for prospective residents, developers, and businesses. Above all public facilities and services must be accessible, helpful, and dependable for everyone residing, working, and visiting the city. City staff should establish the current gaps and projected needs of public facilities as the city grows. It is important to work with public stakeholders and departments to cover the whole population. Providing consistent and stable service delivery is a must.

Public Facilities and Services Goals and Objectives

1. Provide consistent service delivery through up to date operating procedures,
2. Study and analyze current facility needs and gaps in service, and
3. Work with local departments and institutions to determine the proper expansion of public facilities and services.

Recreation Objectives, Policies and Strategies

The wide array of Laurel city parks are a great asset to city residents. It is a goal to ensure that current and future city parkland is an essential and amenity for residents. Parks should be developed and improved to act as neighborhood focal points. Many of Laurel's parks are very small, with some located at inopportune locations. It is a major goal to ensure that parkland is an essential and useable amenity for residents. City staff should study underutilized and/or burdensome parkland parcels and consider re-use scenarios.

Historic Riverside Park has been a staple of the community for almost one hundred years. The Riverside Park Master Plan was developed in 2018 to provide a blueprint for improvements and the reuse of the park. It will be important to continue the ongoing improvement efforts and to develop policies to attract visitors from Yellowstone County and beyond. Riverside Park should be maintained as a historical, recreational, and economic asset into the future.

Goal 1: Develop parkland as an essential and useful amenity for residents

- ❖ Ensure new developments have appropriate park space for recreation and general use
- ❖ Study how existing parks can be improved through new facilities, changed layouts, or additions
- ❖ Review current park infrastructure and determine if improvements are necessary to better serve the needs of the surrounding area

Goal 2: Promote Riverside Park as a vital historic, civic, and recreation resource for residents and visitors

- ❖ Adhere to the projects and strategies presented in the 2018 Riverside Park Master Plan
- ❖ Seek grant funding for structural and site improvements
- ❖ Develop historic markers for Riverside Park and its historic structures
- ❖ Study options for connecting Riverside Park to the city proper through infrastructure improvements, civic engagement, or other means.
- ❖ Establish signage and marketing for the assets and resources of Riverside Park to area residents and highway travelers.

Goal 3: Create an interconnected system of parks, greenspace, and trails that are accessible to all residents

- ❖ Create a city-wide Park System Master Plan to develop project priorities
- ❖ Consider the creation of a City Parks Department to oversee park operations and maintenance.

- ❖ Identify unused land that could be transformed into greenspace or trails for use by current and future residents.
- ❖ Update the zoning and development codes to encourage the creation of bicycle and pedestrian trail corridors

Natural Resource Goals and Objectives

The Laurel planning jurisdiction contains a variety of terrain types and environments. The natural environment should be preserved and enhanced to balance environmental sustainability with economic growth, recreational opportunities, and development. Natural resources and the natural environment can be managed with growth activities to provide social, economic, and community benefits to people over time while continuing with their natural functions.

Goal 1: Protect Laurel's natural resources and traditional environment

- ❖ Provide options for landowners for conserving portions of their land while developing on others
- ❖ Achieve a balanced pattern of growth to ensure environmental concerns are considered during development
- ❖ Manage the local water resources as a healthy, integrated system that provides long-term benefits from enhanced environmental quality.

Goal 2: Incorporate sustainable development patterns in the Laurel subdivision and land use codes

- ❖ Review and update existing zoning and subdivision regulations to ensure environmental preservation and conservation are addressed.
- ❖ Review and update landscaping ordinances as needed to best suit Laurel's natural environment
- ❖ Manage rivers, floodplains, wetlands, and other water resources for multiple uses including flood and erosion protection, wildlife habitat, recreational use, open space, and water supply

Goal 3: Connect with local, regional, and state agencies and stakeholders to improve the natural environment in and around Laurel

- ❖ Sponsor environmental cleanup and rehabilitation programs that include the city, school district, community organizations, and residents
- ❖ Participate in regional watershed studies to achieve effective long-term flood protection
- ❖ Explore the possibility of creating a conservation corridor along the Yellowstone River

Intergovernmental Coordination Objectives, Policies and Strategies

Intergovernmental coordination and collaboration are important to ensure that the city of Laurel is able to sustainably develop, seize opportunities for growth, and improve the quality of life for residents, visitors, and businesses. Consistent intergovernmental coordination will allow Laurel to be a partner and participant in the growth of the region, rather than a bystander.

It will be important for city staff to regularly communicate with local, county, and state groups and departments to seize grant and development opportunities, provide the Laurel perspective, and connect local groups to those in the wider region. It is envisioned that Laurel city staff will help direct local residents, businesses, developers, and groups to helpful county, state, federal and institutional resources and supports.

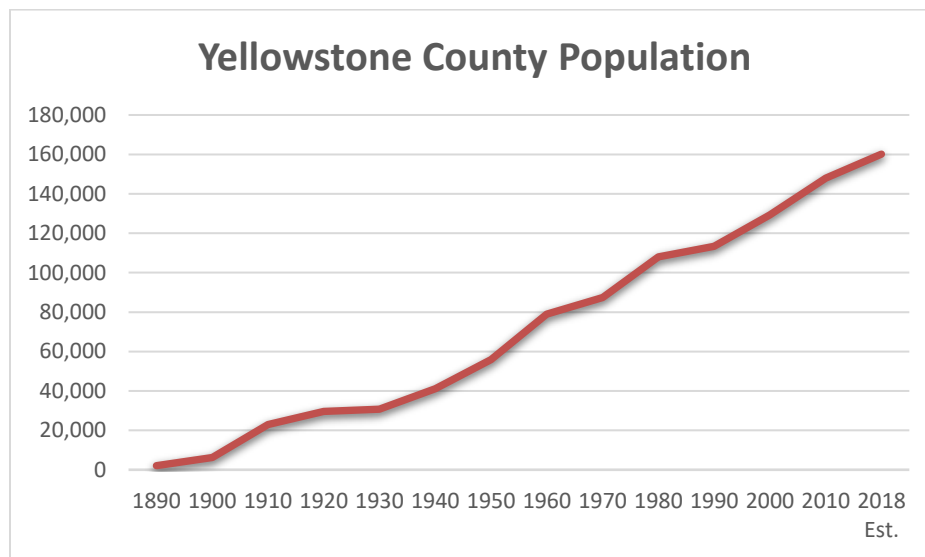
Intergovernmental Coordination Goals and Objectives

1. Keep open lines of communication with state, county, and local Institutional officials,
2. Coordinate with local groups and institutions on new developments, business supports, and community growth, and
3. Ensure that all adopted state, county, and local policies and plans are being followed.

CHAPTER 4: COMMUNITY PROFILE

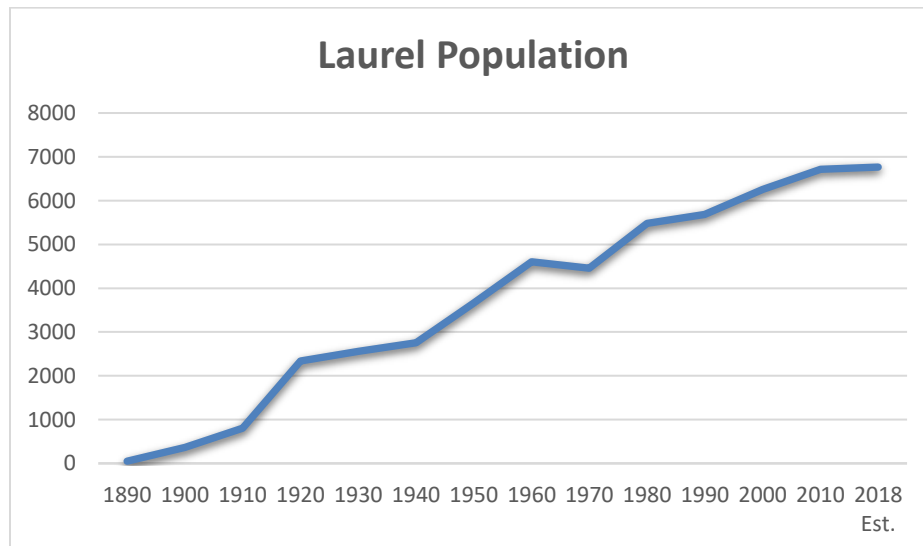
Population Trends

The City of Laurel has been an incorporated city since 1908. The city grew steadily after the early boom years of railroad development and oil exploration. The nearby City of Billings has been the major driver of growth and development in Yellowstone County with Laurel playing a lesser role. City staff anticipates a continuation of steady growth despite certain developments which may impact this such as the construction of the West Laurel Interchange for interstate I-90.



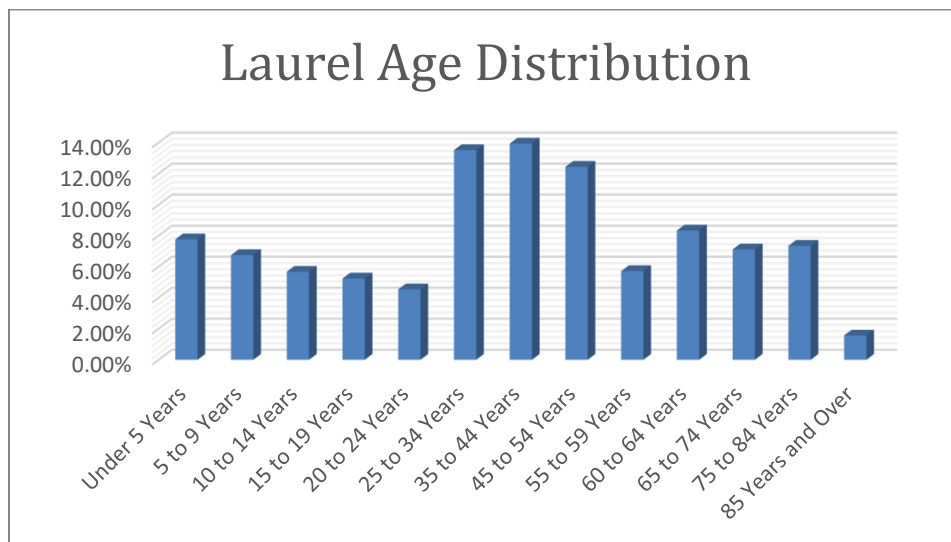
U.S. Decennial Census, 2013-2017 American Community Survey 5-Year Estimates

Laurel has grown slowly over the past forty years. It is anticipated that Laurel will reach a population of 7,000 after the 2020 U.S. Census.



U.S. Decennial Census, 2013-2017 American Community Survey 5-Year Estimates

Residents of Laurel tend to be older. The chart below shows that most residents are above the age of 25, with almost 40% of the population between the ages of twenty-five and fifty-nine.



2013-2017 American Community Survey 5-Year Estimates

Ethnic Characteristics

The charts below provide a summary of the ethnic makeup of the City of Laurel. It is clear that Laurel is not very diverse. The lowest estimate for white residents is 95.11% which is displayed in the “Hispanic or Latino and Race” Chart below.

Race	Estimate	Percent
Total Population	6,885	100.00%
White	6,775	98.40%
Black or African American	11	0.16%
American Indian and Alaska Naïve	192	2.79%
Asian	0	0.00%
Native Hawaiian and Other Pacific Islander	0	0.00%
Some Other Race	16	0.23%
2013-2017 American Community Survey 5-Year Estimates		

Hispanic or Latino and Race	Estimate	Percent
Total Population	6,885	100.00%
Hispanic or Latino (of any race)	178	2.59%
Mexican	101	1.47%
Other Hispanic or Latino	77	1.12%
Not Hispanic or Latino	6,707	97.41%
2013-2017 American Community Survey 5-Year Estimates		

Households and Families

There are an estimated 2,882 Households and 1,907 families in the City of Laurel. Households in the city of Laurel had a median household income of \$50,778 while families in Laurel had an estimated \$68,575. An estimated 9% of Laurel residents are below the poverty level compared with 5.5% of families. It is forecasted that Laurel's overall population will increase by 1.30% between 2019 and 2024, with an increase in total households of 1.10% and families of 8.60%.

Education

Laurel is a well-educated community. 94.07% of the population over the age of 25 have completed a high school attained a high school diploma, with 51.21% having at least completed some college or an associate degree program. Laurel spends less per student than the United States average but it maintains a more positive student per librarian, and student per counselor ratio.

Education	Laurel, MT	United States
Expenditures Per Student	8,629.00	12,383.00
Educational Expenditures Per Student	7,897.00	10,574.00
Instructional Expenditures per Student	5,080.00	6,428.00
Pupil/Student Ratio	16.80	16.80
Students per Librarian	464.70	538.10
Students per Counselor	348.50	403.20

Work Commute

79% of Laurel residents commute to work alone in a car, truck, or van. This is slightly higher than the National average of 76.4%. Laurel does have a higher than average rate of carpooling, with 13.66%, versus the National average of 9.4%. Laurel residents travel an average of 21.5 minutes to work. This can be partially attributed to the nearby city of Billings being a major employment center.

Commuting to Work	Estimate	Percent
Workers 16 Years and Over	3,528	100.00%
Car, Truck, or Van - Drove Alone	2,787	79.00%
Car, Truck, or Van - Carpooled	482	13.66%
Public Transportation (excluding Taxicab)	22	0.62%
Walked	82	2.32%
Other Means	15	0.43%
Worked at home	140	3.97%
Mean travel time to work (minutes)	21.50	
2013-2017 American Community Survey 5-Year Estimates		

CHAPTER 5: EMPLOYMENT AND POPULATION FORECASTS

A mix of businesses helps a city to thrive and allows residents to live, work, and play in their communities. Laurel has been blessed with two long-term stable employers in the BNSF railyard and CHS Refinery. These institutions are not expected to

Employment Forecasts

66.92% of the estimated 5,362 residents of Laurel aged 16 years and over are in the labor force. Only 2.69% were unemployed, and 30.40% were not in the labor force as of the U.S. Census estimates in 2017. This unemployment rate has remained steady with the current rate at approximately 2.5%. Laurel also has a balanced split of occupations with no general sector having more than 16% of the total labor pool. A mix of industries and employment is a good for a community to help insulate it from major economic shifts.

Industry	Estimate	Percent
Total Civilian Employed Population 16 years and over	3,588	100.00%
Agriculture, Forestry, Fishing and Hunting, and Mining	153	4.26%
Construction	262	7.30%
Manufacturing	315	8.78%
Wholesale Trade	157	4.38%
Retail Trade	603	16.81%
Transportation and Warehousing, and Utilities	206	5.74%
Information	66	1.84%
Finance and Insurance, and Real estate and rental and leasing	208	5.80%
Professional, Scientific, and Management, and Administrative and waste management services	299	8.33%
Education Services, and Healthcare and Social Assistance	533	14.86%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	493	13.74%
Other Services, except public administration	233	6.49%
Public Administration	60	1.67%
2013-2017 American Community Survey 5-Year Estimates		

The City of Laurel hopes to further diversify the local economy and attract a variety of types of businesses and jobs. The growth policy focuses on revitalizing Laurel's downtown businesses, assessing how zoning can be updated to better suite businesses and employees, and connecting Laurel neighborhoods with the existing business communities to help increase traffic to existing establishments.

Housing

Housing is an important asset to a community. Maintaining a mix of affordable housing is important to attracting a diverse array of people to a community. Housing provides shelter but it also provides character to a community by way of how it is designed, situated, and utilized.

The charts below provide an overview of housing in Laurel. Laurel has a low housing vacancy rate, and a large number of owner-occupied units. Renters in Laurel generally

Housing Occupancy	Estimate	Percent
Total housing units	2,992	2,992
Occupied housing units	2,882	96.30%
Vacant housing units	110	3.70%
2013-2017 American Community Survey 5-Year Estimates		

67% of all houses are owner-occupied. This means that people have invested their time, money, and effort into the Laurel community.

Housing Tenure	Estimate	Percent
Occupied Housing Units	2,882	100.00%
Owner-Occupied	1,931	67.00%
Renter-Occupied	951	33.00%
2013-2017 American Community Survey 5-Year Estimates		

Affordable rents enable a wide array of people to live in your community. 70% of renters in Laurel pay 35% or less of their paycheck towards their monthly rent. This percentage is positive because it allows more money to be utilized for purposes such as restaurants, shopping, and other services.

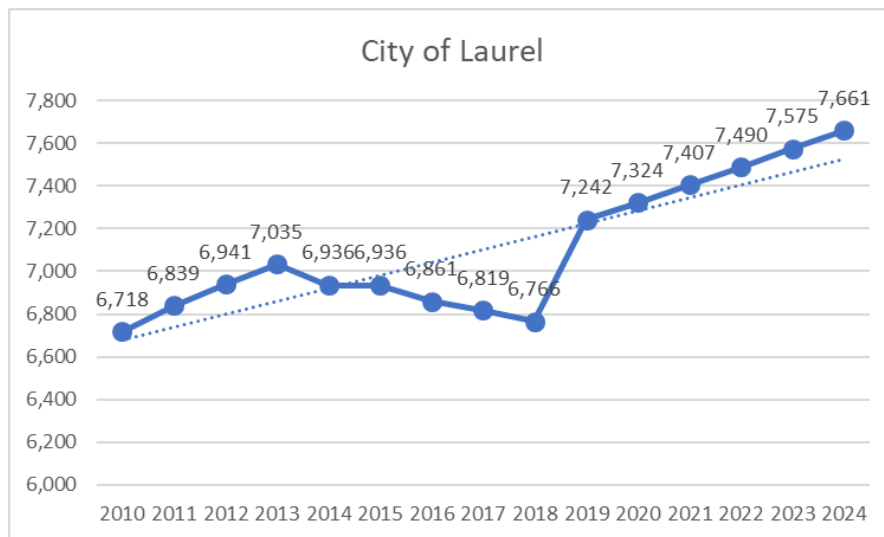
Gross Rent as a Percentage of Household Income	Estimate	Percent
Occupied units paying rent	898	100.00%
Less than 15.0 percent	115	12.81%
15.0 to 19.9 percent	183	20.38%
20.0 to 24.9 percent	52	5.79%
25.0 to 29.9 percent	161	17.93%
30.0 to 34.9 percent	121	13.47%
35.0 percent or more	266	29.62%
2013-2017 American Community Survey 5-Year Estimates		

78% of houses in Laurel are worth between \$100,000 and \$300,000. The median household value is \$169,900. This is a very positive development as affordable houses and rents allow for a more diverse array of people to become homeowners and to put down roots in the community.

Housing Value	Estimate	Percent
Owner-Occupied Units	1,931	100.00%
Less than \$50,000	203	10.51%
\$50,000 to \$99,999	155	8.03%
\$100,000 to \$149,999	377	19.52%
\$150,000 to \$199,999	592	30.66%
\$200,000 to \$299,999	554	28.69%
\$300,000 to \$499,999	50	2.59%
\$500,000 to \$999,999	0	0.00%
\$1,000,000 or More	0	0.00%
Median (In Dollars)	\$ 165,900	
2013-2017 American Community Survey 5-Year Estimates		

Population Forecasts

Laurel saw a dip in population between 2013 from 7,035 to 6,766 in 2018. It was estimated that this trend was reversed in 2019 with approximately 7,242 residents in the city. It is anticipated that Laurel will grow at a steady rate over at least the next 5 years. This considers the proximity to the City of Billings and attracting businesses, residents, and commuters who have a stake in the Billings economy.



Growth Rate	2010-2019	2019-2024
Population	0.880%	1.30%
Households	0.840%	1.10%
Families	0.580%	8.60%
Median Household Income	X	1.68%
Per Capita Income	X	2.44%

CHAPTER 6: Land Use

Overview

Laurel is in South Central Montana, 16 miles West of Billings, the largest city in Montana. Laurel is located along major transportation routes including Interstate I-90, Route 212, and Old Route 10. Laurel is located 223 miles east of the state capital of Helena, 70 miles from the northeast entrance of Yellowstone National Park, 80 miles from the Little Big Horn Battlefield National Monument, and 137 miles to the city of Bozeman.

Laurel is located on the western boundary of Yellowstone County. The area has seen major development with the continued growth of the City of Billings, but the surrounding region remains sparsely populated and remains largely prairie, rangeland, and farmland.

Trends

The City of Laurel has developed slowly over the past few decades. Development has focused itself north and west of the city. There are still many vacant and

Existing Land Uses

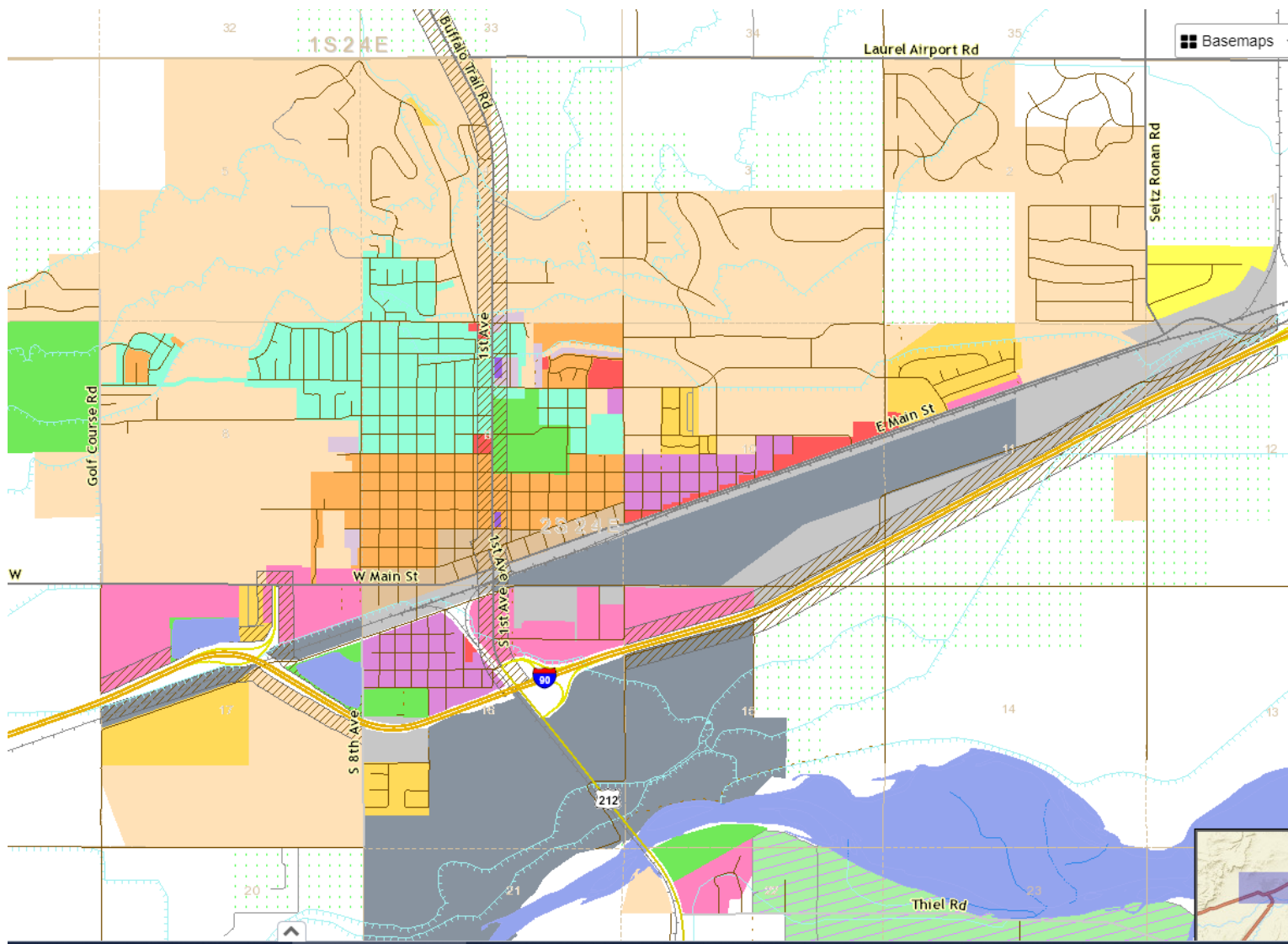
The City of Laurel has a variety of established zoning districts. These districts cover a wide range of uses and purposes. The districts and their official definitions can be found below.

- Agricultural-open space (AO) zone - The agricultural-open space zone is intended to preserve land for agricultural and related use. Land within this zone is usually unsubdivided and with a minimum of roads, streets, and other utilities. It may be cultivated acreage or land less suitable for cultivation, yet suitable for various agricultural enterprises using the broadest scope of the agricultural definition. Land within this zone may be located adjacent to highways and arterial streets. The AO zone is further intended to discourage the scattered intrusion of uses not compatible with an agricultural rural environment.
- Suburban residential (SR) zone - This zone is limited to single-family residential tracts on a minimum of five acres of land and on which agricultural uses may be conducted with the exception that animal units shall not exceed ten per five acres.
- Residential tracts (RT) zone - This residential zone is designed for single-family residential homes on a minimum of one acre of land. Livestock is limited to two livestock units per acre with additional units allowed per additional half-acre increments in conformance with Section 17.08.651 of this code. No livestock is allowed in the city limits, and all livestock must be removed when annexation occurs.
- Residential estates-22,000 (RE-22,000) zone - This zone is intended to provide of low-density, single-family, residential development in areas near or adjacent to the city that are served by either central water or sewer systems.
- Residential-7500 (R-7500) zone - The residential-7500 zone is intended to provide an area for medium, urban-density, single-family, residential environment on lots that are served by a public sewer and sewer system.

- Residential-6000 (R-6000) zone - The residential-6000 zone is intended to promote an area for a high, urban-density, duplex residential environment on lots that are usually served by a public water and sewer system.
- Residential light multifamily (RLMF) zone - The residential light multifamily zone is intended to provide a suitable residential environment for medium density (up to a fourplex) residential dwellings. The area is usually served by a public water and sewer system.
- Residential multifamily (RMF) zone - The residential multifamily zone is intended to provide a suitable residential environment for medium to high density residential dwellings; and to establish, where possible, a buffer between residential and commercial zones.
- Residential manufactured home (RMH) zone - The residential manufactured home zone is intended to provide a suitable residential environment for individual manufactured homes, manufactured home parks, and competitive accessory uses.
- Planned unit development (PUD) zone - The planned unit development zone is intended to provide a district in which the use of the land is for the development of residential and commercial purposes, as an integrated unit.
- Residential professional (RP) zone - The residential professional zone is intended to permit professional and semiprofessional uses compatible with surrounding residential development.
- Neighborhood commercial (NC) zone - The neighborhood commercial zone is intended to accommodate shopping facilities consisting of convenience retail and personal service establishments which secure their principal trade by supplying the daily needs of the population residing within a one-half mile radius of such neighborhood facilities. The location and quantity of land within the NC zone should be a business island not more than four acres in size and that no business frontage should extend more than six hundred feet along any street.
- Central business district (CBD) classification - The central business district classification is intended to primarily accommodate stores, hotels, governmental and cultural centers and service establishments at the central focal point of the city's transportation system.
- Community commercial (CC) classification - The community commercial classification is primarily to accommodate community retail, service and office facilities offering a greater variety than would normally be found in a neighborhood or convenience retail development. Facilities within the classification will generally serve an area within a one and one-half mile radius, and is commensurate with the purchasing power and needs of the present and potential population within the trade area. It is intended that these business facilities be provided in business corridors or islands rather than a strip development along arterials.
- Highway commercial (HC) district - The purpose of the highway commercial district is to provide areas for commercial and service enterprises which are intended primarily to serve the needs of the tourist, traveler, recreationist, or the general traveling public. Areas designated as highway commercial should be located in the vicinity of, and accessible from freeway interchanges, intersections in limited access highways, or adjacent to primary or secondary highways. The

manner in which the services and commercial activities are offered should be carefully planned in order to minimize the hazard to the safety of the surrounding community and those who use such services; and to prevent long strips of commercially zoned property.

- Light industrial (LI) classification - A light industrial classification is intended primarily to accommodate a variety of business warehouse and light industrial uses related to wholesale plus other business and light industries not compatible with other commercial zones, but which need not be restricted in industrial or general commercial zones, and to provide locations directly accessible to arterial and other transportation systems where they can conveniently serve the business and industrial center of the city and surrounding area.
- Heavy industrial (HI) district - A district intended to accommodate manufacturing, processing, fabrication, and assembly of materials and products. Areas designated as heavy industry should have access to two or more major transportation routes, and such sites should have adjacent space for parking and loading facilities.
- Airport (AP) zone - The airport zone is designated to preserve existing and establish new compatible land uses around the Laurel airport.
- Floodplain (FP) zone - The floodplain zone is designed to restrict the types of uses allowed within the areas designated as the floodplain and floodways as officially adopted by the Montana Board of Natural Resources and Conservation, Helena, Montana.
- Public (P) zone - The public zone is intended to reserve land exclusively for public and semipublic uses in order to preserve and provide adequate land for a variety of community facilities which serve the public health, safety and general welfare.



Laurel Area Existing Land Use Zoning, 2020

Residential and Rural Residential

Laurel's many residential districts provide a variety of densities, volumes, and types of housing. Laurel is a joint city and county planning board and as such has regulations which accommodate these two different modes of living. The older areas of the city such as the south side and neighborhoods adjacent to downtown have higher density zoning as is appropriate for those originally platted parcels and smaller scale residential buildings. Newer developments and additions to the city generally have lower density zoning than the original Laurel townsite that is more suburban in nature. It is important to provide a mix of residential styles and types to provide residents and prospective residents a choice of housing.

Commercial

Laurel is a full-service community with a supermarket, Walmart, gas stations, bars, and restaurants accessible to local residents and visitors. There is a variety of different commercial areas in the city. The traditional central business district remains heavily commercial, with some buildings containing apartments on the upper floors. The area adjacent to Interstate-90 that is accessibly from 1st Avenue South by East Railroad Street and SE 4th Street contains many commercial and industrial properties that service both Laurel residents and highway travelers. The parcels along Old Rt. 10 contain a mix of zoning including highway-focused commercial properties. Many properties located along East Main Street are zoned Community Commercial and contain a variety of establishments.

Public

City of Laurel maintains a full array of public facilities to serve the residents, businesses, and institutions that operate within the city limits. The City maintains a fully staffed city hall, public library, public works shops, a water treatment plant, and a sewer treatment plant. The Laurel School district maintains the Laurel High School and Middle school along with the Graff Elementary School, South Elementary School, and West Elementary School.

Parks

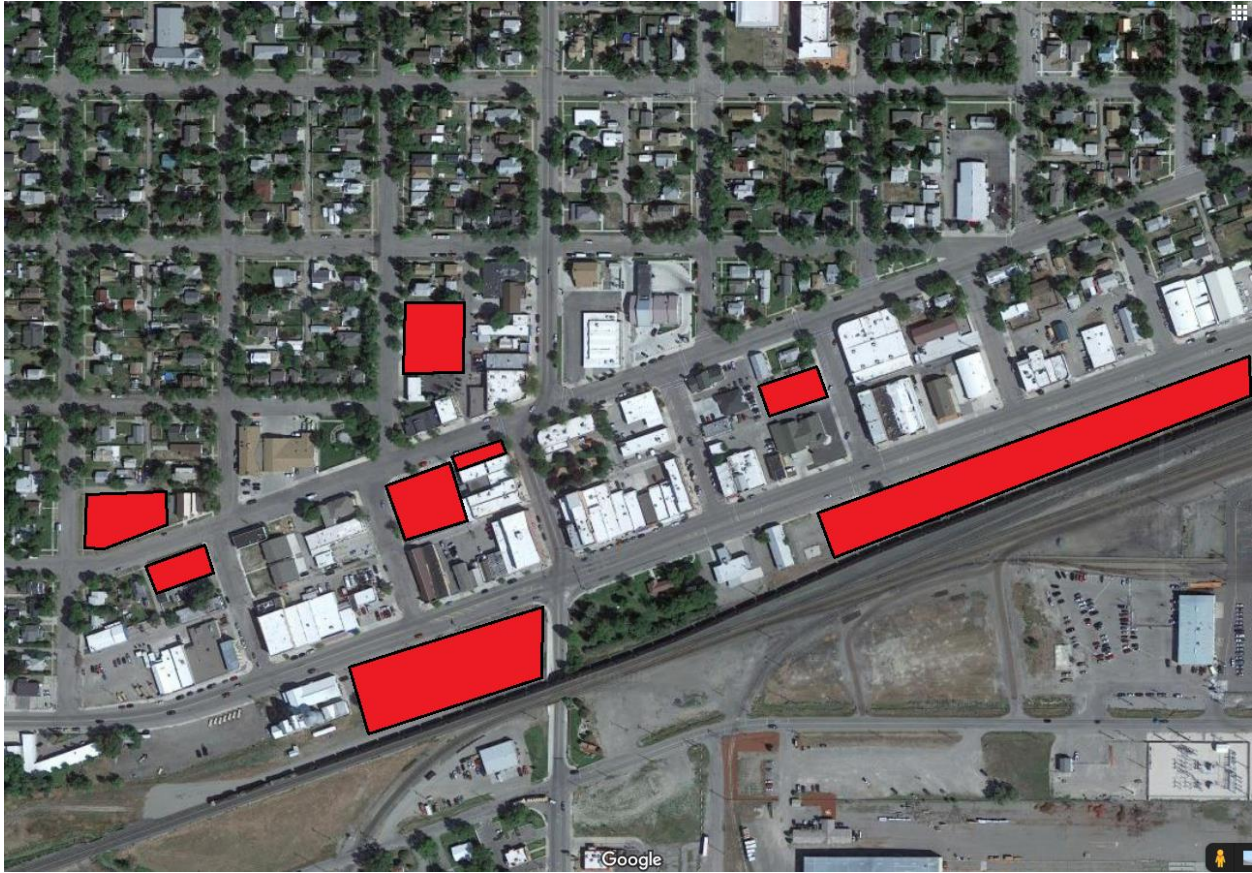
Laurel is home to many parks of all shapes and sizes. The most important of these parks are Thompson Park and Riverside Park. Thompson Park is in the center of the city and has many athletic fields, the public pool, and public facilities. Riverside Park is a historic park that has been used by residents and travelers to the area since before the City of Laurel officially existed. Throughout Laurel's history this park has been used by many private, civic, and government groups. There are also many other smaller parks established as land has been annexed into the city and further developed.

Industrial

There is a large amount of industrial property in and around the city of Laurel. The city of Laurel was originally built around the commercial rail yard that is currently operated by Montana Rail Link. This is the largest switching yard between Minneapolis and Seattle. The other major industrial property is the large refinery complex owned and operated by CHS Inc. The other major industrial property in and around the city is the Fox Lumber operation that is located along East Railroad Street.

Vacant Land

There are several unused and underused parcels in the downtown area which could be used for improving the city's core.



There are many unused and underutilized

Urban Renewal

The City of Laurel established a Tax Increment Finance District in 2007 that encompasses the traditional downtown area along with the SE 4th Street commercial area. This TIF District has provided financing for infrastructure projects and grant funding to local property owners and residents for façade, structural, technical assistance, and signage improvements within the district. The grant program is managed by the volunteer board that makes up the laurel Urban Renewal Agency.

CHAPTER 7: FUTURE LAND USE

Overview:

Laurel has struggled to grow over the past two decades. This stems from multiple factors including a lack of long-term planning capacity, lack of funding, and a lack of focus on the bigger picture. This lack of development happened during a time of consistent growth for the neighboring city of Billings. Laurel must have an eye on the future if it wants to thrive as a separate entity outside of Billings. This includes planning for commercial and industrial expansion, seizing growth opportunities, and adopting zoning and development standards that suit the city and attract developers and new residents.

Residents of Laurel pride themselves on the small-town character of the community. City staff need to properly plan for growth and have the appropriate regulations in place to both grow and maintain the classic community character that residents enjoy. This balance includes putting in place appropriate building design standards, zoning requirements, and signage standards to maintain community character.

Residential Districts

Residential areas come in many shapes and sizes. Some are more densely built and more urban looking while others are the traditional modern American suburb with single family homes. Many communities continue to maintain a more restrictive style codes that limits certain residential uses, types, and sizes. Other communities have begun moving away from the strict guidelines towards a more inclusive model of allowing different styles, sizes, and types of housing in residential areas.

Some new and different types of housing compared to the traditional single-family home include accessory dwelling units (ADU's), townhomes, and rowhouses. Expanding housing options can be as simple as tweaking the number of allowable units and setbacks. Development in our residential neighborhoods can come through small changes. Studying our districts and updating setbacks and other restrictions can have a big impact on helping our neighborhoods evolve and grow over time.

Vacant Land

The city currently has numerous unused or vacant parcels that could be brought into productive use. There are many strategies out there that focus on adaptive reuse of structures which could be used for buildings downtown and throughout the rest of the city.

Prioritizing infill development for the downtown area and the SE 4th Street district can help bring new businesses, jobs, and residents. The City could also utilize Tax Incremental Financing (TIF) funding to support the acquisition and rehabilitation of unused and vacant properties within the downtown and SE 4th Street commercial area.

Partnering with local institutions and organizations to better utilize unused land as gathering spaces or the home of community projects, and other efforts can help people see new uses for land which may have been unused for many years.

Development Standards

The City of Laurel currently has multiple sets of development standards that include the Public Works Standards, Rules governing utilities, and subdivision development requirements. Adoption of a

consistent and understandable set of development standards for areas within the city and its zoning jurisdiction will ease the development process for residents, landowners, and developers.

Extraterritorial Zoning

The extraterritorial zoning of the city of Laurel extends approximately one mile outside the municipal city limits. Properties within jurisdiction have zoning applied to them. This current zoning district is classified as “Residential Tracts” and is focused on low density residential. The City needs to ensure that this zoning designation and its requirements still adequately cover the needs of county residents within the zoning jurisdiction. It is recommended that City staff also ensure that this extraterritorial zoning can easily allow county residents to join the city if they so choose.

Infrastructure Extension

Planning for the expansion of city services and infrastructure is a vital component of bringing new growth to a community. This focus on long term infrastructure and growth was not addressed by the city for many years. Installing new infrastructure is expensive but it is more costly to miss out on development opportunities and not allow a community to grow and develop.

Identifying and installing priority infrastructure along major routes needs to be a priority for city staff. There are many opportunities to support these infrastructure efforts through public and private grant and loan programs. Many grant programs exist to extend infrastructure to job creation and economic growth. Grants such as these could be used to expand infrastructure to the West Laurel Interchange that is under construction.

New development and growth require adequate infrastructure to support it. Development of an Annexation Plan and a Capital Improvement Plan can establish the priority areas for growth and establish project costs for identified infrastructure needs for a city. Laurel has never prepared either of these types of plans in the past. It would be wise for city staff and its partners to study the possibilities for major commercial and industrial in the area and plan infrastructure to accommodate these new productive land uses.

Future Land Use Goals and Objectives

Goal 1: Conserve open space and traditional land uses

- ❖ Encourage cluster developments to incorporate open space into new developments
- ❖ Provide options for landowners for conserving portions of their land
- ❖ Study and Implement strategies to create an interconnected system of parks and greenways and open space that are accessible to area residents

Goal 2: Develop downtown Laurel into a viable place to live, work, and play

- ❖ Encourage mixed uses for living, working, and shopping local
- ❖ Identify priority parcels for infill development
- ❖ Implement Placemaking projects to create a more livable and enjoyable downtown
- ❖ Partner with local groups to support community businesses, events, gatherings, and other efforts

- ❖ Connect with regional agencies to access project funding, receive technical support, and boost the visibility of Laurel development opportunities

Goal 3: Update Subdivision Code to suit the needs of Laurel and its surrounding area

- ❖ Provide clear and consistent standards
- ❖ Ensure Proper scale and scope of regulations
- ❖ Include trails, open space, and greenway considerations in parkland subdivision review
- ❖ Regularly review and update the Subdivision Code as needed to remain up to date

Goal 4: Update the Zoning Code to provide for a greater flexibility of allowable uses, clearer requirements, and more efficient land use

- ❖ Study the inclusion of different types of housing within residential districts
- ❖ Update Overlay Districts, Parking Requirements, and the Sign Code to better fit the City's needs and character
- ❖ Allow live/work opportunities in commercial areas
- ❖ Enable property owners to use their land more effectively and efficiently

Goal 5: Use long term planning documents to identify funding and address priority needs for infrastructure and development

- ❖ Establish an Annexation Plan to develop priority growth areas and strategies
- ❖ Develop a Capital Improvement Plan for vital infrastructure to support the city as it grows
- ❖ Prepare a Commercial and Industrial Development Study for land adjacent to major transportation routes in the Laurel area

CHAPTER 7.5: ANNEXATION

Overview

Annexation is necessary to have Laurel remain a viable independent community. Annexing territory into a municipality helps a city grow geographically, economically, and socially. The actual city of Laurel has grown slowly over the past few decades, with few new subdivisions and parcels annexing into the city despite many developments taking place in the surrounding area. The City of Laurel and its residents seek to maintain their longstanding identity and character. Annexation is a necessary activity to ensure Laurel's long-term viability due to its proximity to the fast-growing City of Billings to ensure that this character and independence is maintained.

Annexation planning is a long-term process in both scope and scale. Targets and goals are usually set for a timeline of five years and ten years, with performance measures in place to track progress. Implementing successful annexation and growth activities involves thoughtful updates to local development and annexation codes, addressing infrastructure gaps, and outreach to nearby county property owners and developers to showcase the benefits of annexation into the city.

Purpose

Annexation is presented in Title 7, Chapter 2. in the Montana Code Annotated that establishes the Creation, Alteration, and Abandonment of Local Governments. Parts of this chapter sets the conditions and rules for annexations and additions of territory into a municipality, establishes the ways areas can be annexed, and specific limitations to these processes for both municipalities and property owners.

Annexation is a process that brings new territory into a municipality and extends public services to that territory. Annexation is a key process to continue the growth and development of communities in Montana. Adding new territory to a community adds new opportunities for business, industry, recreation, and residential developments. Annexation also provides an opportunity for new resources and amenities to be added to a community.

Importance

Laurel is currently at a crossroads in its development. The city has not grown or expanded much in the past few decades while the nearby municipality of Billings has been steadily expanding westward. Billings has established and implemented a long-term annexation and expansion plan for the city while Laurel has had piecemeal annexations and additions to the city. Laurel could find itself hobbled financially if it does not address annexing new territory that can create growth opportunities as Billings steadily expands to Western Yellowstone County.

Proper annexation planning and implementation can lead to increased economic activity, new residential development, and increased revenues for the local government to provide services. Growth and expansion need to be an official part of the conversation for Laurel to remain a viable, livable, and autonomous community into the future. It will be necessary to update the current annexation policy to ensure it provides reasonable restrictions, clear guidelines, and options and incentives to developers and property owners who want to annex into the city.

Priority Areas

Establishing priority areas are important for setting an agenda for growth, starting discussions with property owners and developers, and preparing projects.

Areas to the West of Laurel are a high priority for development due to their proximity to the city and established transportation corridors. Annexation of territory to the West of the City presents the most viable options for growth. This area is already served by roadways and there are adjacent services nearby. A high priority should be placed on parcels between 8th Avenue and Golf Course Road, parcels neighboring the intersection of Old Rt. 10 and the future West Laurel Interchange site.

There are many areas directly adjacent to the East of the City that would be prime candidates for annexation despite many growth conversations focusing on westward expansion. The parcels between Alder Ave and Yard Office Rd, especially those along East 8th Street should be considered as well as the lands adjacent to the Village Subdivision. These areas are already closely linked to the city with roads and services and their inclusion would fill the gaps in the Laurel City map.

A few specific areas should be looked at for annexation north of the City. These include lands off W. 12th Street that straddle the Big Ditch, Areas between Montana Ave and Great Northern Road, and the land neighboring 1st Ave North to Lois Place.

Growing the City of Laurel to the south is not a viable option. A major reason for this is because the CHS refinery makes up the bulk of the land between Interstate-90 and the Yellowstone River. The costs associated with the extension and construction of city services to those parcels adjacent to and south of the Yellowstone River would be prohibitively expensive for the City, property owners and developers to create and attach to. This is due to the distances needed to extend infrastructure and the fact that floodplain makes up much of the land adjacent to the Yellowstone River.

Annexation Policies

The city of Laurel has not annexed much territory in recent years. This lack of annexation can be attributed to the 2008 annexation policy which many prospective developers consider having draconian requirements. Many property owners and developers have remarked that the strict requirements of the policy and its lack of alternatives and options for infrastructure financing and build out place too high a price on annexation to make annexation feasible.

Discussions should take place as to if this approved policy still serves the needs of the city and what policies and requirements would enable growth activities and annexation for the city. A future annexation policy should also establish priority areas and specific goals over the next five to ten years.

Infrastructure Extension

Connection to improved utilities and services is the main driver behind annexing into a municipality. Laurel has not developed a long-term plan around extending services that can enable property owners to more easily annex into the city. Developing a CIP will help Laurel prioritize growth areas and build out public services that will position Laurel for growth and attract new properties to the city.

Annexation Goals

These two goals were prepared to help the City of Laurel grow through annexation.

Goal 1: Adopt a long-range view for growth of the City

- ❖ Establish a growth-conscious set of policies to expand the city and its services
- ❖ Create priority growth areas for extension of services
- ❖ Develop and approve an Annexation Plan for the Laurel Planning Jurisdiction
- ❖ Support the creation of a long-term Capital Improvement Plan for the extension of capital infrastructure

Goal 3: Manage fiscal responsibility with established and proposed annexation standards

- ❖ Ensure that the established standards are right and proper for the City of Laurel
- ❖ Ease burden for developers to annex into the city while meeting established standards
- ❖ Allow greater flexibility in development patterns
- ❖ Determine the cost and benefits of annexation

CHAPTER 8: HOUSING

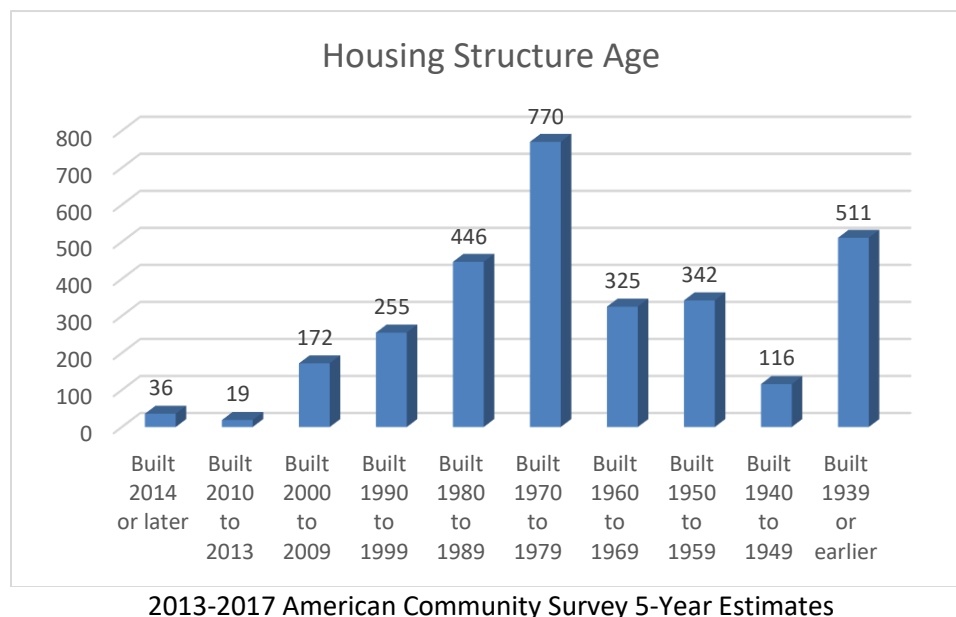
Overview

Housing is an essential element of any community. This chapter provides a summary of housing in Laurel and discusses some housing support programs that exist to help renters, and current and prospective homeowners. Having adequate, accessible, and affordable housing is an important piece of what attracts people to a community. The City of Laurel is lucky to have a variety of housing options and housing types that provide options for residents. It is important to maintain a wide array of housing that meets the different demands of the market including rental properties, multi-family units, single family homes, and retirement homes.

Laurel's location has made it an attractive bedroom community for Billings. This opens opportunities for both traditional neighborhood residential housing and embracing the growing trends of building closer-knit, dense, connected neighborhoods for more urban and in-town development. It will be important for city staff to think about housing and real estate trends as the city grows. This will ensure that the housing needs of the current population are met while creating housing that will interest prospective residents and homeowners.

Households and Housing Units

Approximately 68% of Laurel's housing stock dates to before 1979. Aging housing stock can pose issues for maintenance, safety, and accessibility. These issues can lead to the need for code enforcement to step in to ensure the local ordinances are followed and that the situation has not become hazardous or dangerous. Ensuring that new housing is built will provide new opportunities for homeownership and help raise the standard of housing available for residents.



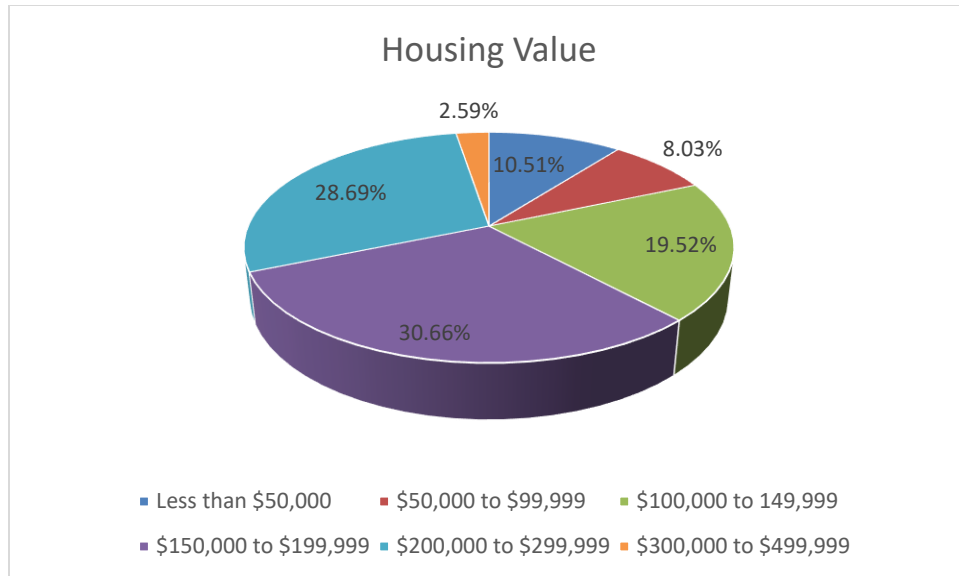
65% of Laurel’s housing stock is made up of detached single-family homes. Mobile homes make up the next greatest share of housing at 15% of units. This proportion of detached single-family homes has been the norm for Laurel and many other cities and towns throughout the United States. A growing trend to consider is that many younger and older Americans are seeking to downsize to smaller units and multifamily or connected units that are closer to shopping, amenities, and services. It is important to think about these trends in order to embrace growth opportunities, whether it is in a traditional residential neighborhood, or more urban or downtown environments.

Units in Structure	Estimate	Percent
Total housing units	2,992	2,992
1-unit, detached	1,952	65.20%
1-unit, attached	87	2.90%
2 units	92	3.10%
3 or 4 units	103	3.40%
5 to 9 units	119	4.00%
10 to 19 units	48	1.60%
20 or more units	130	4.30%
Mobile home	461	15.40%
Boat, RV, van, etc.	0	0.00%
2013-2017 American Community Survey 5-Year Estimates		

A move back towards traditional downtowns has been seen across the United States. This trend presents a variety of opportunities for diversifying the type and size of housing options to include rowhouses, townhomes, live-work buildings, and more.

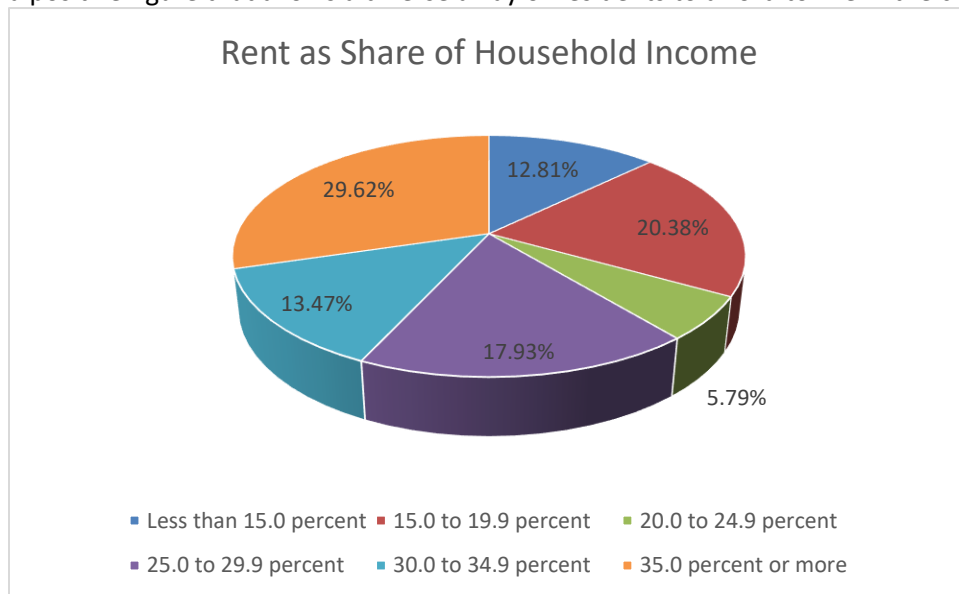
Housing Affordability

Many parts of the United States are facing issues with housing affordability. This has even included some communities in Montana such as Bozeman and Whitefish. Housing in Laurel has remained affordable despite being located twenty miles from the largest city in the state. The charts below provide an overview of both housing value, and rental expenditures.



2013-2017 American Community Survey 5-Year Estimates

Rental affordability is an important factor in retaining residents, especially those who may work in service and retail industries. Overall, 57% of Laurel residents spend less than 30% of their income on rent. This is a positive figure that allows a diverse array of residents to afford to live in the city.



2013-2017 American Community Survey 5-Year Estimates

Housing Programs and Incentives

Many housing support and incentive programs exist that are sponsored by non-profits, institutions, and state and federal agencies.

Montana Housing Support Programs

- ❖ Bond Advantage Down Payment Assistance program
- ❖ MBOH Plus 0% Deferred Down Payment Assistance Program
- ❖ Multi-Family Coal Trust Homes Program

- ❖ Housing Choice Voucher Program
- ❖ Veterans Affairs Supportive Housing (HUD-VASH)
- ❖ Project Based Section 8
- ❖ Section 811 Supporting Housing for Persons with Disabilities

The Federal Government has a number of First Time Homebuyer Loans and Programs including:

- ❖ FHA Loan Program
- ❖ HUD - Good Neighbor Next Door Buyer Aid Program
- ❖ Homepath ReadyBuyer Program
- ❖ Energy Efficient Mortgage Program
- ❖ HOME Investment Partnerships Program

Community Land Trust

Community Land Trusts (CLTs) are non-profits that hold land permanently in trust for communities in order to make it available for housing, farming, ranching, commercial space, historic preservation, or open space. These organizations separate the price of land from the improvements made to it, investing subsidy, and enforcing resale restrictions on properties to ensure permanent affordability. Trust Montana is a statewide organization that assists rural cities and towns with managing community land trusts to ensure they can maintain affordable and traditional land uses. CLTs serve an important role in setting aside land as a community asset for generations to use and enjoy.

Inclusionary Zoning

Inclusionary zoning is a land use policy that works to incentivize dense housing development through tax relief, abatements, and bonuses. These zoning policies enable developers to capture normal profits while capturing a share of excess profits for public benefit. Inclusionary zoning utilizes feasibility studies to analyze the impact of density and infill development on specific areas. Communities must carefully weigh the costs and benefits of each incentive and evaluate them relative to the affordable housing requirements or goals. Incentives include:

- ❖ Density Bonuses
- ❖ Expedited Processing
- ❖ Fee waivers
- ❖ Parking reductions
- ❖ Tax abatements

Housing Goals and Objectives

Goal 1: Encourage a mixture of housing types to meet the demand of all market sectors

- ❖ Maintain a diverse array of housing and affordability
- ❖ Promote higher density housing types in the downtown area and adjacent to major transportation corridors
- ❖ Study mixed-use housing and other alternative housing types and styles
- ❖ Provide options for a full spectrum of housing from rentals to retirement housing

Goal 2: Provide information on housing related grants, loans, and ownership programs

- ❖ Develop a list of resources for renters and homeowners
- ❖ Collect information on Federal, State, local, and philanthropic rental and homeownership programs
- ❖ Advise Laurel area residents about available support for housing, rent, and homeownership

CHAPTER 9: INFRASTRUCTURE

Overview

The City of Laurel Department of Public Works operates the municipal water treatment and distribution system, the wastewater collection and treatment system, and conducts maintenance and improvement work on roads, streets, parks, and sidewalks. The City of Laurel has recently completed several major infrastructure upgrades. These include an upgrade to the Wastewater Treatment Plant, an overhaul of the Water Treatment Plant, installation of a new Water Intake, and improvement of the Sedimentation Basins at the Wastewater Treatment Plant.

There are still major infrastructure needs despite these major projects. The city's water and sewer lines are aging, and in many places are still the original lines installed around the time of the founding of the city. The City needs to address the potential growth opportunities in and around the West Laurel interchange.

Opportunities also include expanding services to nearby county residents to both the North, West, and East of the current city limits. There is a total of 2,858 water connections into the city system. Exploring funding for the extension and improvement of water and wastewater services to enable more annexation and development is worthwhile. Additionally, funding the expansion of the capacity of the city to handle stormwater runoff is a vital effort to increase the longevity of our streets, roads, and pedestrian areas.

The goals and objectives presented in this chapter are focused on a few major items. It is hoped that the city can maintain an efficient and effective system for infrastructure and services that covers the needs of the city while establishing long-term capital infrastructure needs to expand and improve services. To help achieve those two stated goals it will be important for city staff and leadership to seek out federal, state, philanthropic, and other grant and loan programs to support the priorities that staff and stakeholders identify.

Wastewater System

The City of Laurel's Wastewater Treatment Plant is located at 5310 Sewer Plant Road. It is manned by three operators and one relief. The facility was first constructed in 1908 and underwent substantial upgrades in the 1930s and in 1986. The plant most recently underwent a significant upgrade that was completed in 2016. The reclamation system is a Biological Nutrient Removal system (BNR). The facility now conducts sludge dewatering as well. The new system has reduced the levels of nitrogen and phosphorus being discharged into the Yellowstone River. Improvement of the Sedimentation Basins were completed in 2019. The wastewater system has a capacity of 1,120,000gpd. City staff should monitor the growing needs of the city to ensure that the current wastewater and sewer system can meet the demand of the city.

Water System

The Laurel Water Treatment Plant is located at 802 Highway 212 South. The upgrade of the Water Treatment Plant was completed in 2019. The plant operates 24 hours per day and is staffed by six employees plus management. The Water Treatment Plant has a treatment capacity of 5,000,000 gallons

per day (gpd). The Plant provides water service to more than 6,700 people and has a total of 2,858 metered connections.

The Yellowstone River is the raw water source for the City of Laurel. A water right was filed in 1908 giving the City access to 12,600,000gpd. A water reserve was granted in 1978 that allowed for the anticipation of future growth and added an additional 6,380,000gpd.

The original water distribution system was installed in 1908. Currently, there is one ground storage tank, built in 1967 with a capacity of 4,000,000 gallons with 2,000,000 of them being usable and the other 2,000,000 creating pressure for distribution. Additionally, the City has two booster pump stations. Pipe sizes in the system range from 2 to 18 inches in diameter. The 301 fire hydrants scattered throughout the system are tested routinely to assure they are working properly.

The City provides water to all areas within the City Limits; however, there are 82 residential connections and one industrial connection outside the City boundary. Property owners in the county who are interested in connecting to the City system must make all the necessary excavations and pay for all materials necessary for connections. The current standards and regulations for public works and utilities require developers to extend to extend utilities.

The Yellowstone River has provided adequate water for the city but concerns have been raised regarding sufficient flow due to erosion from flooding and droughts in recent years. The City has taken steps to counteract these concerns through major upgrades to the Water Treatment System. Upgrades and improvements were completed on the Sedimentation basins and the Water Treatment Plant in 2019. Additionally, a new water intake in the Yellowstone River was completed in 2017 to ensure a stable water supply despite the changing nature of the course and level of the river. One additional project that has been identified is the need for a second water reservoir to create extra storage capacity as the city grows. City staff should include this on any future public works planning documents.

Stormwater System

Stormwater is collected and managed to prevent flooding, erosion, and contamination of water sources. Water can pick up pollution such as oil, fertilizer, pesticides, soils, and trash as it runs off rooftops, paved streets, highways, and parking lots after a rain event or due to snow melt. Stormwater can flow directly into the Yellowstone River from a property or into a storm drain and through the city infrastructure until it is released into the Yellowstone River. The three major concerns of stormwater management are the volume of runoff water, the timing of runoff water, and the potential contaminants the water is carrying.

The City of Laurel has historically experienced problems with flooding in the downtown area. Flooding activities are generally from heavy rain runoff and not the nearby Yellowstone River. The City of Laurel has limited stormwater infrastructure to handle stormwater runoff. The majority of stormwater infrastructure is in the Central Business district and the South East 4th Street area. Stormwater management has also been established for the Elena, Iron Horse, and Foundation Subdivisions.

The City needs to address stormwater infrastructure within its current limits and as it expands. Creating an adequate stormwater management system helps to keep roadways in better condition and lessens the hazards for drivers in inclement weather. Stormwater system extensions should be considered during any roadway planning procedure to ensure roadway improvements do not have to be recreated.

Solid Waste Services

The City of Laurel Public Works Department provides exclusive solid waste collection services within the city limits. The City does not provide any solid waste collection services outside of the city limits. Garbage services will not be exclusive to parcels that choose to annex into the city as per Montana state regulations. The City of Laurel operates the City's Transfer station which is located at 175 Buffalo Trail Road. The Transfer station provides added services like taking in large or bulky items, tree branches, and other unusual materials and pieces. Laurel utilizes the Billings Regional Landfill located nearby.

Infrastructure Goals and Objectives

Goal 1: Maintain an Effective and Efficient Public Infrastructure System that Adequately Serves the Needs of the City

- ❖ Develop a data-driven infrastructure maintenance schedule
- ❖ Determine any existing gaps in services and other infrastructure deficiencies within the city
- ❖ Adopt up-to-date infrastructure standards that are appropriate for the needs of the city
- ❖ Study using public spaces within floodplains, water courses, and wetlands to be used as passive recreation uses such as parks and greenways
- ❖ Study the feasibility of recycling programs and other means to reduce the solid waste stream
- ❖ Incorporate stormwater system planning into roadway and other infrastructure planning processes

Goal 2: Establish the Long-Term Capital and Infrastructure Needs for the City

- ❖ Develop a Capital Improvement Plan for the Improvement and Expansion of infrastructure
- ❖ Prepare a Water System Master Plan
- ❖ Create a Wastewater System Master Plan
- ❖ Complete a Stormwater Management Plan
- ❖ Ensure that infrastructure planning documents are routinely updated.
- ❖ Confirm that the established infrastructure priorities are adequate

Goal 3: Seek out Possible Funding Sources for the Expansion of Infrastructure and Services

- ❖ Study the physical and financial needs for the extension of infrastructure to priority growth areas.
- ❖ Collaborate with Montana State Agencies on major projects and studies
- ❖ Explore Federal, State, and Philanthropic infrastructure grant opportunities
- ❖ Determine the Positive impacts from the expansion and improvement of infrastructure
- ❖ Apply for funding opportunities that are appropriate for city priorities and projects

CHAPTER 10: TRANSPORTATION

Overview

The city of Laurel is at the center of a major transportation network that includes local streets and sidewalks, state arterials, railroad lines, the interstate highway, and everything in between. The city itself was surveyed and built on a gridded road network that provided orderly development for residential and commercial properties close to the railroad and Old Route 10 and 1st Avenue which run through Laurel's downtown. The establishment of the Interstate-90 near Laurel led to commercial development on the south side of the city which continues to this day. Successive developments of both residential subdivisions and commercial areas have not continued this original ordered network which has caused problems for road continuity, provision of services, and orderly and consistent growth of the city at its boundaries. The railyard and numerous railroad lines bisect the city, separating neighborhoods from each other and creating only two north-south access points: the 1st Ave underpass and the 5th Avenue railroad crossing.

Connecting transportation decisions with land use policy is an important goal for the city. A priority for the city is to develop a multi-modal approach to our streets and pathways. City staff will work to encourage intensive use of land already within and adjacent to the city and along major transportation routes, while ensuring residential developments provide adequate and accessible pedestrian improvements to allow everyone to access their community. Establishing a consistent maintenance plan to preserve, improve, and expand the transportation network will provide current and future residents with an easy and effective way to move around the city regardless of travel mode. Orderly growth of the transportation network will also be important to ensure neighborhoods and commercial areas are easily accessible to all. These transportation goals are a way to increase quality of life, connect people to their community, increase safety, and plan around current trends and future growth.

Local Routes & Maintenance

Laurel's downtown core and original neighborhoods were developed upon a gridded network of streets and alleyways. Subsequent developments have strayed from this system and did not follow any set guidelines for road connections or continuity. This lack of an orderly road and pedestrian system outside of Laurel's traditional core has created issues for future growth for the city.

Only a handful of streets allow for unbroken travel from the East to West side. New development took place without considering roadway connections and traffic planning. Subsequent subdivisions and construction did not provide easements or right of way to continue city thoroughfares and structures were constructed within the path of right of ways. This is especially apparent West of 8th Avenue, which has many roads to nowhere. It will be important for Laurel to establish specific guidance to ensure adequate road connectivity for traffic flow, safety, wayfinding, and the extension of future services.

Laurel has only two North-South road connections between its northern and southern neighborhoods. The two connections are the 1st Avenue underpass and 5th Avenue railroad crossing. The nearest other connections are Exit 437 for East Laurel and Exit 426 in Park City. Investigating other means of north-south access and finding other connection points will improve emergency services response, ease traffic along major routes, and improve accessibility to and from the different areas of the city.

Many of Laurel's roads are also in dire need of repair. Much of the city's older local roads were built with deficient construction and design methods which now compounds annual maintenance problems. The city recently completed a study of its municipal road network that inventoried and provided solutions to the infrastructure deficit of the road system. Utilizing this study along with updated development and service standards will lead to improved road conditions and connectivity for Laurel residents, businesses, and visitors.

State Highways

Two major state routes pass through Laurel. These are 1st Avenue, which forms the major North-South route, and Old Route 10, that runs East-West and acts as Laurel's Main street. These routes see major commercial and industrial traffic and intersections along these routes can be congested during peak hours. Seeking out mobility and safety improvements along these two routes is encouraged to create more livable, accessible, and safer streets as the City updates its zoning code, subdivision code, and roadway standards.

A map of road classifications has also been provided to show further details of the Laurel road network and other major streets roadways in the city.

Federal Highways

Interstate-90 passes directly through Laurel. There are currently two on/off ramps to access the highway with a third under construction directly to the West of the City. The interstate has been a source of growth for the city with many businesses locating in the SE 4th Street district adjacent to the highway.

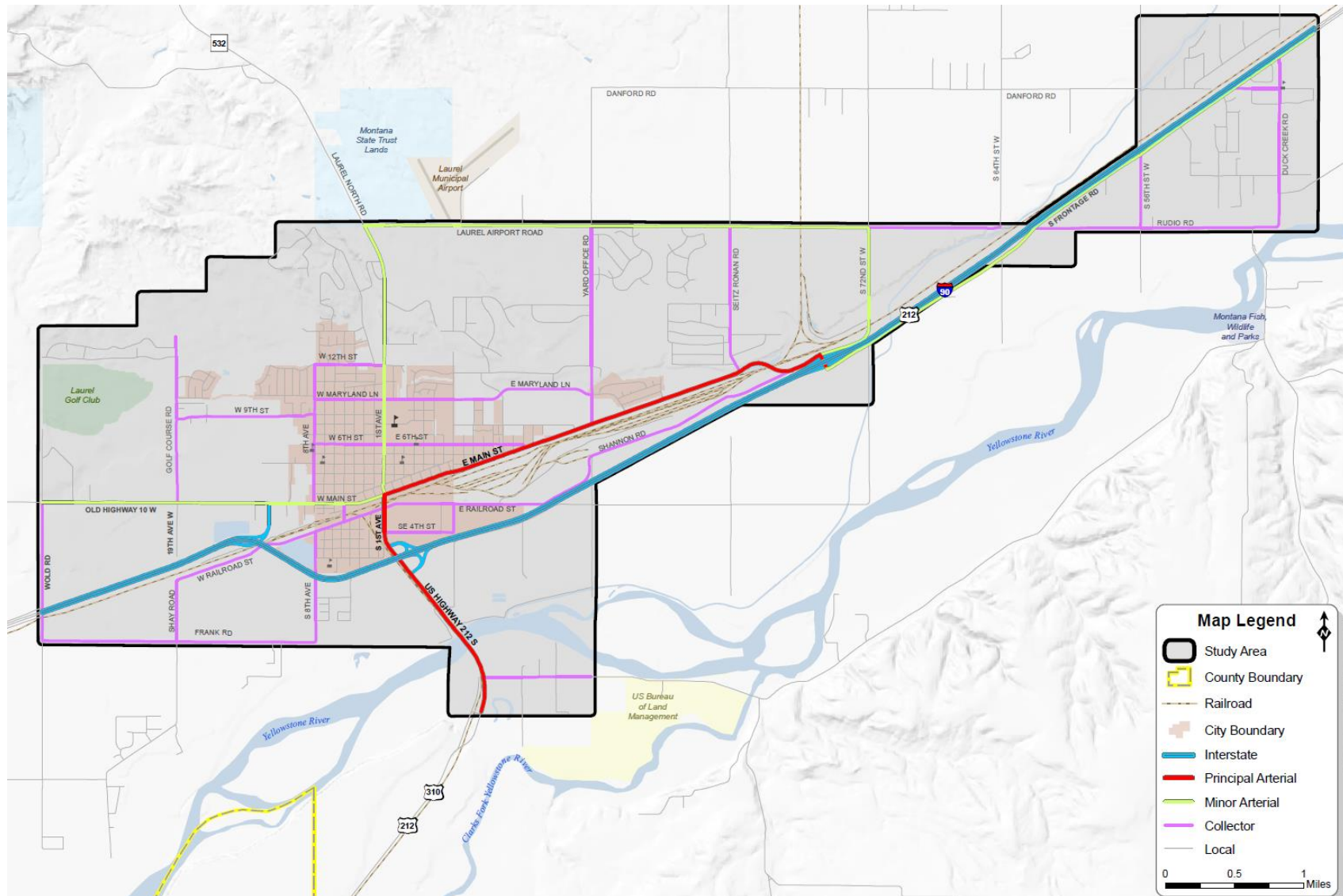
The Montana Department of Transportation is currently constructing a North facing on/off ramp West of Laurel to connect approximately to 19th Ave West. This project is ongoing and is expected to alleviate some access issues and provide new development opportunities for the city. This project is also anticipated to bring new growth opportunities for the area. Planning for this growth and seeking out possible funding sources to extend city services to this area is vital.

Railroad

Montana Rail Link operates the rail yard in Laurel. This yard has been active since the late 1800s and is a historic asset to the transportation and economic sectors. The rail yard is a hub for freight and raw materials heading through the area. The railroad, CHS refinery, and other industrial properties provide many benefits to the area despite not being within the Laurel city limits through a healthy jobs base, revenue to the school district, and lower tax rates for residential and commercial properties.

The railroad is a major asset to the area but also acts as a hinderance for transportation within and around the Laurel area. The railroad is not within the Laurel city limits and as such the city has little oversight of the activities taking place. The rail yard and its lines split the city into a North and South side with only two north-south connections: the 1st Ave underpass and the 5th Ave crossing. The only other North-South connections are the East Laurel exit on Interstate-90 and Exit 426 in Park City.

Laurel Roadway Classification Map



Roadway Classifications

- ❖ Interstate Highway (Principal Arterial)
 - Primary through travel route
 - Longest trip length
 - Highest trip speed
- ❖ Principal Arterial
 - Serve major activity centers and includes corridors with the highest traffic volumes and the longest trip length within a city.
 - Provide the highest level of mobility, at the highest speed, for long uninterrupted travel.
- ❖ Minor Arterial
 - Interconnects urban principal arterials
 - Provides continuity for rural arterials that intercept urban boundaries
- ❖ Collector
 - Designed for travel at lower speeds and for shorter distances.
 - Collectors are typically two-lane roads that collect and distribute traffic from the arterial system.
 - Collector roads penetrate residential communities, distributing traffic from the arterials
 - Urban collectors also channel traffic from local roads onto the arterial system.
 - Serve both land access and traffic circulation in higher density residential and commercial/industrial areas
- ❖ Local
 - Largest element in the American public road network in terms of mileage.
 - Local roads provide basic access between residential and commercial properties, connecting with higher order roadways.
 - Provide access to adjacent land
 - Short distance trips

Public Transportation

Laurel Transit was established in 2010 through grant funding from the State of Montana. It was established to provide transportation services to the elderly and disabled population in the Laurel area. Laurel Transit currently provides on-demand transportation services within the city of Laurel, its surrounding area, and scheduled service to Billings. Laurel Transit operates Monday-Friday, 10:00AM – 4:00PM. The Billings scheduled service route begins at 7:30 and in-town service begins at 10 AM. Laurel Transit has connected with local and regional agencies whenever possible to expand its services to better assist its clients.

Discussions have previously taken place around the viability of a fixed route system for the city of Laurel. These services are currently not feasible but future coordination with partners and Billings MET Transit could change this situation. Further growth and development of Laurel could also necessitate greater in-town transit connections as well as a commuter route into Billings. The system could be improved through greater outreach with local groups and marketing of services to Laurel residents.

Funding Sources

Many state and federal funding sources exist for transportation projects that impact:

- ❖ Road Safety

- ❖ Alternative Transportation
- ❖ Improved Mobility
- ❖ Economic Development
- ❖ Job Creation and Retention

Federal Agencies with available grants include:

- ❖ Federal Highways Administration
- ❖ U.S. Department of Transportation
- ❖ Federal Transit Administration
- ❖ U.S. Department of Agriculture
- ❖ U.S. Environmental Protection Agency

Transportation Goals and Objectives

The three overarching transportation goals have been provided with their objectives and strategies.

Goal 1: Preserve, Maintain, and Improve the existing Transportation system

- Update the Long-Range Transportation Plan
- Establish a systematic approach for the maintenance and repair of the road network.
- Develop a Capital Improvement Plan to identify major Transportation projects
- Establish a road network master plan to ensure street continuity, traffic flow, and neighborhood connectivity,
- Promote fiscal responsibility and high return on investment
- Coordinate transportation projects after underground infrastructure improvements

Goal 2: Improve Mobility, Safety, and Accessibility for all Users and Modes of Travel

- Implement bicycle and pedestrian improvements and traffic calming measures to transform the downtown area into a pedestrian friendly place,
- Create a looping bicycle/pedestrian trail and street system that connects the different areas of Laurel to one another
- Adopt pedestrian and multi-modal friendly transportation standards and safety measures
- Study options to expand and improve the existing Laurel Transit program

Goal 3: Connect Transportation Decisions with Land Use Decisions

- Integrate land use planning and transportation planning to better manage and develop the transportation network.
- Utilize transportation projects to encourage intensive development patterns along major routes and existing areas of the city.
- Adopt and implement consistent system policies and maintenance standards
- Ensure the development of a sustainable transportation system that minimizes environmental impacts

CHAPTER 11: ECONOMIC DEVELOPMENT

Overview

The Railroad and the oil industry are the traditional drivers of the Laurel area economy. These two sectors still play a major role in the economy but have been joined by many other services and businesses such as retail, education, healthcare, and finance. Laurel has seen a decline in downtown and local businesses as Billings becomes more accessible and online shopping and delivery becomes easier. Communities large and small have been forced to compete more and more for businesses, workers, and growth opportunities in an increasingly connected global economy. It will be a major effort to develop Laurel as a community with a business ecosystem where local businesses and entrepreneurs, and larger statewide and national establishments can thrive.

The proximity of Laurel to Billings is a smaller scale instance of how different factors impact local community economies. Laurel has been referred to just as a bedroom community to Billings due to its proximity and the sheer number of Laurel residents who commute into Billings for work. It has become easier for Laurel residents to travel to Billings for food, shopping, and other services.

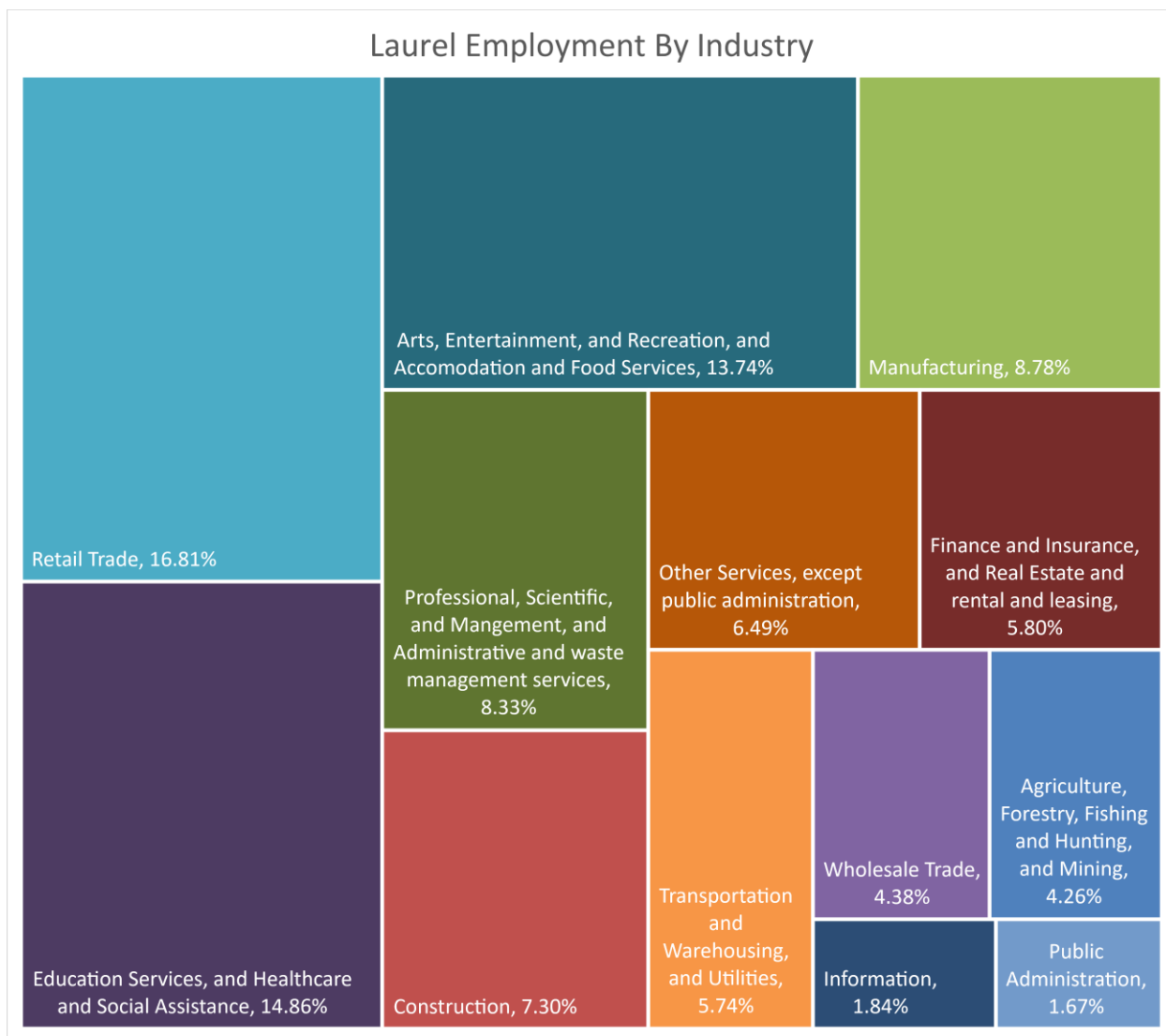
An important point to note is that Laurel would be the center of economic development and business activities if it were in any other county in the state. Laurel can once again become a community where small businesses thrive, the downtown is healthy, and entrepreneurs take the risk to open a business even with its proximity to the City of Billings. Creating a more attractive and active business community is not an impossible task. Goals have been established that can help develop laurel as its own community while keeping it connected with Yellowstone County and the Billings area.

Studying and adopting policies to develop downtown Laurel into a destination to live, work, and play can help breath new life into the community. Focusing policies and efforts on resilient economic growth activities will create both new local activity and sustainable, long term economic stability for the community. Increasing Laurel's collaboration and communication with area groups can help connect stakeholders to business supports, employment, and training opportunities that would otherwise not be available. Growth is anticipated on the west side of Laurel. It is important to plan for this growth by studying options for new commercial and industrial properties in priority areas.

The Local Economy

Workers in Laurel are in a wide array of industries. The chart below presents a visual representation of the different mix of industries and the amount of people in their workforce. A diverse employment base helps to ensure a stable and resilient economy. Improving the core sectors of the city while opening-up opportunities for new growth is an important objective to help keep the local economy healthy.

There are also several major industries located directly outside the Laurel city limits that have a large impact on the community. These include the MRL railyard and the CHS refinery. These two industries provide many jobs to Laurel residents and those residing within the Laurel planning jurisdiction. These anchor industries not only provide livelihoods to many Laurel area residents but also enable other supporting industries and businesses in the Laurel planning area as well. It will be important to maintain good relations with MRL and CHS to coordinate growth efforts and properly developing the Laurel area.



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Economic Development Organizations

There are a variety of groups that are active in the economic development field in the Laurel and Yellowstone County area. Big Sky Economic Development and Beartooth Resource Conservation & Development have many services available for businesses and residents of Laurel.

Big Sky Economic Development Agency

Big Sky Economic Development Agency, or Big Sky EDA, is the certified economic development authority of the South-Central Montana region. Big Sky EDA directly services a nine-county region including Petroleum, Wheatland, Golden Valley, Musselshell, Sweetgrass, Stillwater, Yellowstone, Carbon, and Big Horn counties. Big Sky provides services and support for small business development, community

development initiatives, federal procurement assistance, tax increment financing, workforce development, veterans businesses, and business financing.

The official mission statement of Big Sky EDA is “... to sustain and grow our region’s vibrant economy and outstanding quality of life, by providing leadership and resources for business creation, expansion, retention, new business recruitment and community development.”

The City of Laurel Planning Director is currently the Ex-Officio representative of the City of Laurel on Big Sky EDA’s board of directors. The Ex-Officio member represents the interests of the City on the Board of Directors and communicates the position of the city to Big Sky EDA staff and partners.

Beartooth Resource Conservation & Development

Beartooth Resource Conservation & Development, or Beartooth RC&D, began in 1969 as a partnership between the USDA Natural Resource Conservation Service and Carbon and Stillwater Counties to serve the area. Beartooth is now an officially designated Economic Development District and has expanded its support to Sweet Grass, Yellowstone, and Big Horn Counties. Beartooth RC&D provides technical assistance, community development services to groups in the South-Central Montana region. The overall work of Beartooth RC&D is to improve local economic and social conditions by focusing on the conservation, utilization, and development of the natural and human resources of the region. City staff have recently begun regular contact with Beartooth RC&D to coordinate local economic development efforts and be notified of ongoing work in the region. Keeping communication channels open and collaborating on projects will help support economic development for Laurel and the surrounding area.

Economic Development Objectives and Policies and Strategies

Four main goals have been established that focus on Economic Development with specific objectives to help meet each goal.

Goal 1: Develop Downtown Laurel into a destination to live, work, and play

- ❖ Institute placemaking projects to further enhance district character
- ❖ Increase live-work opportunities for current and future residents and businesses
- ❖ Apply Tax Increment Financing (TIF) funding to beautification, blight removal, and area public improvement projects
- ❖ Identify and find solutions for unused and underused parcels as candidates for development

Goal 2: Create a resilient local economy

- ❖ Strengthen core businesses and industries through communication and connections with technical support
- ❖ Ensure that local economic activities are inclusive and accessible to all stakeholders
- ❖ Implement policies that create stable and sustainable economic growth
- ❖ Work to highlight the shared benefits of working together as a community with local businesses stakeholders, and developers
- ❖ Provide an economic ecosystem that allows for a wide array of businesses, industries, and developments to thrive
- ❖ Study and implement policies to enhance local business demand and alternative strategies for value creation for the community

Goal 3: Collaborate with area organizations to support economic growth and local employment and training opportunities

- ❖ Communicate with local groups to determine any needs and assistance
- ❖ Create partnerships with local and regional groups to fill local service gaps and create needed programming
- ❖ Take part in events and workshops to support local business initiatives and activities
- ❖ Establish common ground with local and regional groups to provide resources and assistance
- ❖ Connect residents and businesses with economic, financial, and entrepreneurship resources and opportunities

Goal 4: Study options for new commercial and industrial properties in anticipated high growth areas

- ❖ Create a Corridor Master Plan for growth in and around the intersection with Old Route 10 and the future West Laurel Interchange
- ❖ Study options and determine priorities for the possible establishment of Tax Increment Financing Districts (TIFs) and Targeted Economic Development Districts (TEDDs)
- ❖ Review and pursue opportunities for clustered commercial and/or industrial parks
- ❖ Develop funding strategies to provide services for priority growth areas.

CHAPTER 13: RECREATION PLAN

Overview

Access to recreational opportunities and parkland is a key component of quality of life for communities. The parks and public areas owned and maintained by the City of Laurel are a great asset to local and area residents. Access to walking, biking, and local amenities help boost the quality of life for both residents and visitors. Many cities and towns have begun establishing greenways and trails to connect parks and open space with local neighborhoods. Incorporating efforts like these into Laurel planning and development strategies can help to boost livability and help residents to be healthier and more active.

City staff should consider developing a vision for the Laurel parks system that could establish priorities for park funding and placement that would be most useful for residents. Creation of a connected park and trail system would enable residents to enjoy more parts of Laurel and the surrounding area.

Many of Laurel's parks are very small, with some located at inopportune locations. It is important that parkland is an essential and useable amenity for residents. Parks should be developed and improved to act as neighborhood focal points. City staff should also study underutilized and/or burdensome parkland parcels and consider re-use scenarios.

Repurposing vacant or underused land as parks and trails can create many added benefits for a community. Downtown Laurel currently has large areas of vacant land owned by BNSF Railroad and leased by MRL. Studying options for low impact reuse of this land as parkland or greenways could enliven downtown by activating the South side of Main Street, creating more opportunities for residents to spend time downtown, and creating more public space for events or gatherings.

Riverside Park has been a staple of the community for almost one hundred years. The Riverside Park Master Plan was developed in 2018 to provide a blueprint for improvements and the reuse of the park. It will be important to continue the ongoing improvement efforts detailed in the plan and to develop policies to attract visitors from Yellowstone County and beyond. Riverside Park should be maintained as a historical, recreational, and economic asset into the future.

City Parks

There are many public parks throughout the City of Laurel. Some of the major parks are listed below. There are also many smaller unnamed parks throughout the city.

- ❖ Thomson Park
- ❖ Russell Park
- ❖ Nutting Park
- ❖ Kiwanis Park
- ❖ Murray Park
- ❖ South Pond
- ❖ Riverside Park
- ❖ Lions Park
- ❖ MT State Firefighters Memorial Park

Parks Funding, Governance, and Operations

The Public Works Department is responsible for maintaining and improving park facilities. Public Works provides staff time and funding towards upkeep for park facilities. The City of Laurel Park Board is made up of volunteers who provide oversight and input on park operations, maintenance, and activities.

Riverside Park is an important historic asset for the city, the region, and the state of Montana. There are many private and public groups that are active in historic preservation like the Yellowstone Historic Preservation Board who can help support preservation and improvement efforts in Riverside Park.

Community Sponsored Events

Community sponsored events are a great way to get residents outside, engaged with nature, and connected to their community. Laurel has a history of hosting well known events to get people outside and active. City staff and local stakeholders should work together to promote outdoor events to get people more active in the community.

Laurel is home to several major events throughout the year. The July 4th festivities include the Chief Joseph Run, pancake breakfast, parade, and fireworks celebration. Laurel also hosts an annual Christmas tree lighting event downtown, farmer's markets, and other events throughout the year.

The city's parks are a focal point for residents and visitors. They represent an important asset that makes Laurel a better place to live. City staff should partner with local groups to support community events and create more opportunities for recreational activities and outdoor enjoyment in the city's neighborhood parks.

Recreation Objectives and Policies and Strategies

Goal 1: Develop parkland as an essential and useful amenity for residents

- ❖ Ensure new developments have appropriate park space for recreation and general use
- ❖ Study how existing parks can be improved through new facilities, changed layouts, or additions
- ❖ Review current park infrastructure and determine if improvements are necessary to better serve the needs of the surrounding area

Goal 2: Promote Riverside Park as a vital historic, civic, and recreation resource for residents and visitors

- ❖ Adhere to the projects and strategies presented in the 2018 Riverside Park Master Plan
- ❖ Seek grant funding for structural and site improvements
- ❖ Develop historic markers for Riverside Park and its historic structures
- ❖ Study options for connecting Riverside Park to the city proper through infrastructure improvements, civic engagement, or other means.
- ❖ Establish signage and marketing for the assets and resources of Riverside Park to area residents and highway travelers.

Goal 3: Create an interconnected system of parks, greenspace, and trails that are accessible to all residents

- ❖ Create a city-wide Park System Master Plan to develop project priorities

- ❖ Consider the creation of a City Parks Department to oversee park operations and maintenance.
- ❖ Identify unused land that could be transformed into greenspace or trails for use by current and future residents.
- ❖ Update the zoning and development codes to encourage the creation of bicycle and pedestrian trail corridors

CHAPTER 14: NATURAL RESOURCES

Overview

The Laurel planning jurisdiction contains a variety of terrain types and environments. The city itself is urbanized and is surrounded with many residential subdivisions surrounding it. A variety of farmland, grazing land, riverine areas, and wetlands surround the city of Laurel and make up much of the planning area. Laurel's natural features pose special opportunities and challenges that should be considered when planning for growth.

The natural environment should be preserved and enhanced to balance environmental sustainability with economic growth, recreational opportunities, and development. Natural resources and the natural environment can be managed with growth activities to provide social, economic, and community benefits to people over time while continuing with their natural functions. The proximity to natural areas such as parks, trails, and other open spaces are an important variable for many people on where they choose to live and work.

The Laurel area is an interconnected network of land and water resources that contribute to the health, economic wellbeing, and quality of life for the community. This network of natural resources requires investment and maintenance just like roads and utility systems. Creating a balance of conservation, management, and growth can reward a community with great benefits such as increased quality of life, longer-lasting infrastructure, and improved property values.

Groundwater Resources

Groundwater quality and quantity will become a growing concern as Laurel and the surrounding area develops. Tradition modes of living will shift because of needing to address groundwater issues. The primary impact of development in the area will be a reduction of groundwater recharge capacity. Groundwater recharge has averaged 8.2 inches per year but depends on the specific land use and soil. The planning area contains relatively thin alluvial gravel deposits of groundwater. The average saturated thickness of local aquifers is fifteen feet, with the thinnest saturated zones occurring along cliffs and escarpments and the Yellowstone River's channel.

Wildlife Habitat

Rivers, Streams and Lakes

It is important to recognize the Yellowstone River as a partner and major asset to Laurel. The Yellowstone River provides a stable water source for the city, as well as recreational opportunities, and riverine wildlife habitat. Maintaining the Yellowstone River as a resource is a complex job including managing the river ecosystem, monitoring historic water rights, and the needs of the local community for commercial, industrial, and residential needs.

There are also many year-round and seasonal drainage and irrigation ditches that carry water through the city. These ditches include the Nutting Drain Ditch, Big Ditch, High Ditch, and Cove Ditch. Flooding is known to occur intermittently near the ditches. High water levels on properties near the ditches are a concern for property owners seeking to develop their property.

Floodplains

A floodplain is an area of land adjacent to a stream, river, or other water source that stretches from the banks or boundaries of its channel to the base of higher elevation terrain that experiences flooding during periods of high discharge and or rainfall. Floodplains are natural drainage basins for the discharge of heavy precipitation. The Yellowstone River exhibits wide floodplains and variations in flow due to its terrain. Flow rates are dependent upon the season and the amount of rain and snow melt. Flows are usually at their highest during the spring months into the early summer.

The Federal Emergency Management Agency (FEMA) utilizes the 100-year floodplain boundaries as the standard measurement for floodplain regulation. The 100-year floodplain is the area that have a one percent chance of flooding each year from a specific water source. The federal government expects localities to take a proactive approach to flood damage prevention. Local governments are expected by the Federal Government to take a proactive approach to flood damage protection. Laurel has had an established Flood Insurance Rate Map (FIRM) since 1982. This map was most recently updated in November of 2013.

Most of the Laurel planning area is outside of the 100-year floodplain. The areas within the 100-year floodplain include many properties directly abutting the Yellowstone River and its tributaries, some irrigation and stormwater ditches running through the city, and portions of downtown Laurel along Main Street and its directly adjacent side streets. Laurel's Riverside Park is also fully within the floodplain.

Wetlands

Wetlands are ecosystems that are flooded by water permanently or seasonally. Wetlands have unique vegetation, wildlife, and hydric soils.

Wetlands near Laurel include riparian areas along the Yellowstone and Clark's Fork Rivers, marshes, spring seeps, and prairie potholes. Wetlands have historically been obstacles and detriments have been removed whenever possible. Much of Laurel and the surrounding area suffer from high groundwater. Close attention must be paid towards high groundwater and its impacts to public utilities such as water lines, sewer lines, and stormwater drainage systems. It is important to understand wetlands and their traditional role in the environment to better plan for growth and development.

Agricultural Land

The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) defines prime farmland as land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber and oilseed crops. These crops also have the soil quality, growing season, and moisture supply needed to produce economically sustained high yields of crops when managed appropriately.

Laurel and Yellowstone County have been home to agricultural farms and ranches since the beginning of European settlement in the area. There is a vast amount of agricultural farmland within the Laurel planning jurisdiction itself. The map below presents the varieties of crops in the Laurel planning area.

Laurel - Crop Data

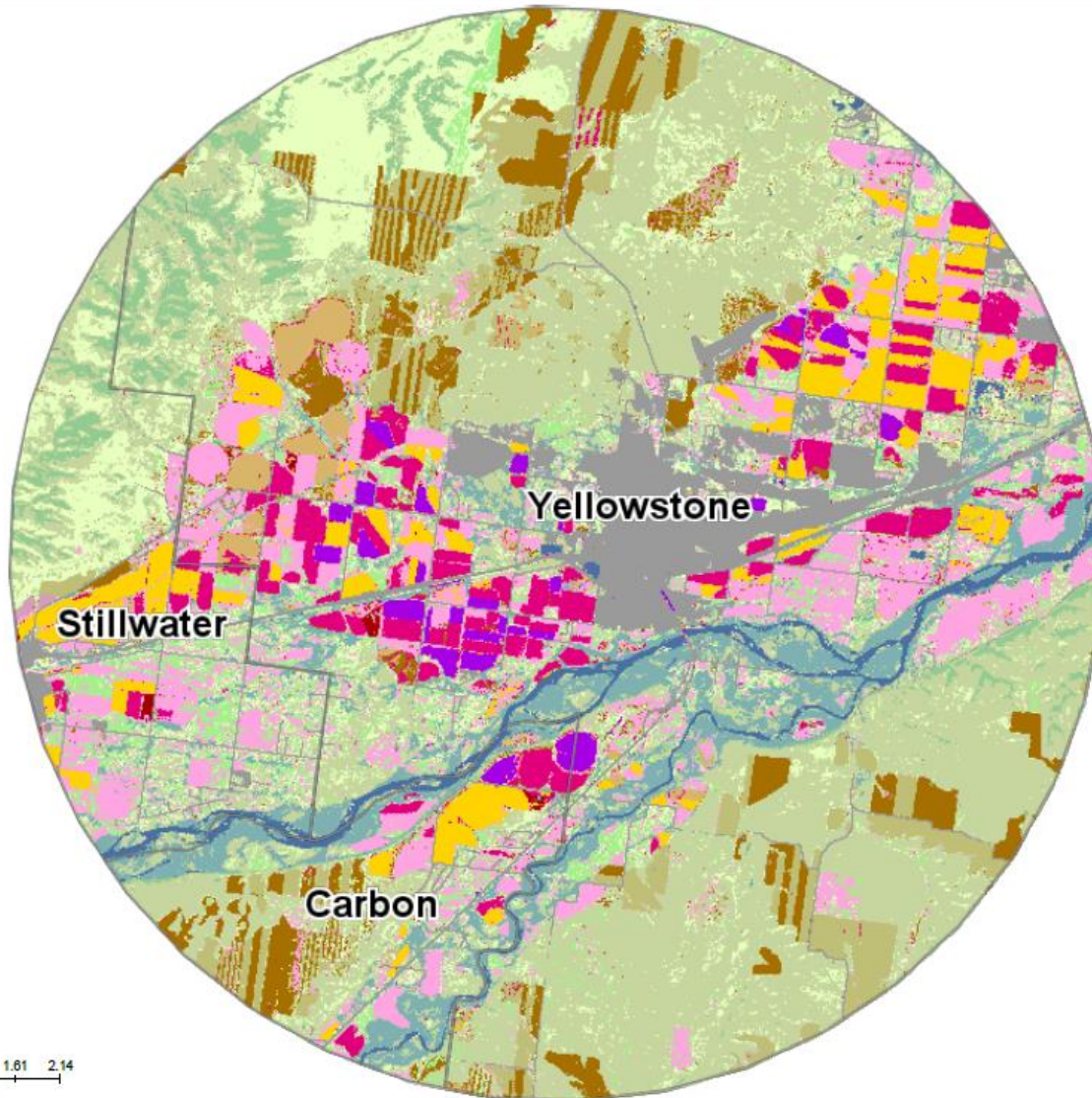
Land Cover Categories
(by decreasing acreage)

AGRICULTURE*

- Grass/Pasture
- Alfalfa
- Fallow/Idle Cropland
- Other Hay/Non Alfalfa
- Winter Wheat
- Barley
- Corn
- Spring Wheat
- Sugarbeets
- Dry Beans
- Triticale
- Peas
- Safflower
- Oats
- Flaxseed
- Canola

NON-AGRICULTURE**

- Shrubland
- Woody Wetlands
- Evergreen Forest
- Developed/Low Intensity
- Developed/Open Space
- Herbaceous Wetlands

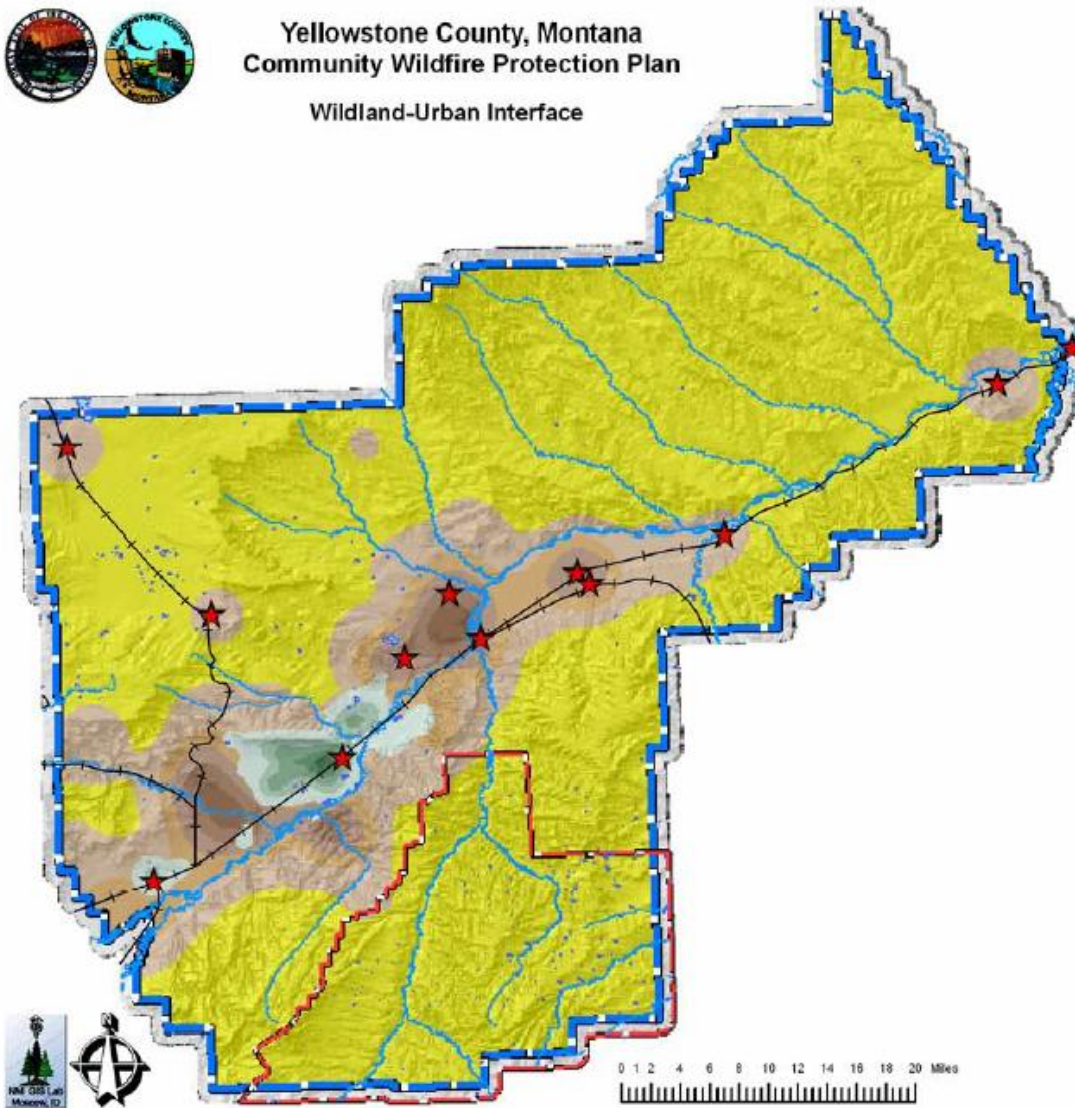


Wildland-Urban Interface and Significant Infrastructure



Yellowstone County, Montana
Community Wildfire Protection Plan

Wildland-Urban Interface



Legend

- ★ Communities
- +— Railroad
- Streams
- ▭ Crow Indian Reservatoin
- ▭ Open Water
- ▭ Yellowstone County
- High Density Urban**
 - ▭ very High Urban Density
 - ▭ Moderate - Urban Density
 - ▭ Low - Urban Density
- WUI: Interface & Intermix**
 - ▭ High Interface Density
 - ▭ Moderate Interface Density
 - ▭ Low - Intermix Density
 - ▭ WUI: Rural Lands (Very Low Density)

Wildland-Urban Interface

Laurel was part of the planning process for the Community Wildfire Protection Plan on 2006. A Wildland-Urban Interface (WUI) map was prepared as a part of this process. The goal of the planning process was to improve fire prevention, reduce hazardous fuels, restore, fire-adapted ecosystems, and to promote community assistance.

Yellowstone County has a diverse ecosystem with an array of vegetation that have developed with and adapted to fire as a natural disturbance process. Decades of wildland fire suppression and long-standing land use practices have altered the plant community and has resulted in dramatic shifts in the types of fires and local species composition. Rangelands and farmland in Yellowstone County have become more susceptible to large-scale, high intensity fires that threaten life, property, and natural resources because of these long-term practices.

Natural Resource Goals and Objectives

Goal 1: Protect Laurel's natural resources and traditional environment

- ❖ Provide options for landowners for conserving portions of their land while developing on others
- ❖ Achieve a balanced pattern of growth to ensure environmental concerns are considered during development
- ❖ Manage the local water resources as a healthy, integrated system that provides long-term benefits from enhanced environmental quality.

Goal 2: Incorporate sustainable development patterns in the Laurel subdivision and land use codes

- ❖ Review and update existing zoning and subdivision regulations to ensure environmental preservation and conservation are addressed.
- ❖ Review and update landscaping ordinances as needed to best suit Laurel's natural environment
- ❖ Manage rivers, floodplains, wetlands, and other water resources for multiple uses including flood and erosion protection, wildlife habitat, recreational use, open space, and water supply

Goal 3: Connect with local, regional, and state agencies and stakeholders to improve the natural environment in and around Laurel

- ❖ Sponsor environmental cleanup and rehabilitation programs that include the city, school district, community organizations, and residents
- ❖ Participate in regional watershed studies to achieve effective long-term flood protection
- ❖ Explore the possibility of creating a conservation corridor along the Yellowstone River

File Attachments for Item:

7. Growth Management Policy Schedule

Laurel Growth Management Policy Update 2020 - Meeting Schedule				
Date	Purpose	Chapters/Task	Outcome	Notes
Wednesday, June 24, 2020	Review Document	N/A	Schedule Public Hearing	Original Schedule
Friday, July 17, 2020	Send any finished but unsent chapters	Review Current files for any unsent chapters	Work Task	-
Wednesday July 22, 2020	Planning Board Review	Chapters 3, 7, 7.5, 8, 9, 10, 11, 13	Work Session	
Friday, July 24, 2020	Chapter 2	Complete Chapter 2 and submit to Forrest	Complete Public Outreach Chapter	
Friday, July 24, 2020	Chapter 12	Complete Chapter 12 and submit to Forrest	Completed Public Services and Facilities Chapter	
Friday, July 31, 2020	Document Preparation	Combine all chapters, graphics, and photographs thus far	Draft Document	
Friday, July 31, 2020	Document Review	Review Chapters for completeness and/or necessary changes or updates	Full Draft Document Review	
Wednesday, August 19, 2020	Planning Board Review	Review Draft Document	Schedule Public Hearing	Not Necessary, but good to have near-complete document reviewed
Wednesday, September 16, 2020	Planning Board Public Hearing	Full Document Review and Approval	Resolution of Adoption	
Tuesday, October 6, 2020	City Council Discussion Session	Full Document (PB Approved)	Preliminary Presentation and comments	
Tuesday, October 20, 2020	City Council Workshop	Full Document (PB Approved)	City Council Review and Comments	
Tuesday, October 27, 2020	City Council Public Hearing	N/A	Resolution of Adoption	
Friday, November 27, 2020	Final Adopton	N/A	Adoption of New GMP	