

**RESOLUTION NO. R22-09**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO REISSUE #2 FOR LAND USE LICENSE NO. 6202 BY AND BETWEEN THE CITY OF LAUREL AND THE STATE OF MONTANA, DEPARTMENT OF NATURAL RESOURCES & CONSERVATION.**

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

Section 1: Approval. The Land Use License No. 6202 Amendment to Reissue #2, a copy attached hereto and incorporated herein, is hereby approved.


Section 2: Execution. The Mayor is hereby given authority to execute the Land Use License No. 6202 Amendment to Reissue #2 on behalf of the City.

Introduced at a regular meeting of the City Council on March 8, 2022, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel this 8<sup>th</sup> day of March 2022.

APPROVED by the Mayor this 8<sup>th</sup> day of March 2022.

CITY OF LAUREL

  
Dave Waggoner, Mayor

ATTEST:

  
Bethany Keeler, Clerk-Treasurer

Approved as to form:

  
Michele L. Braukmann, Civil City Attorney



MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

LAND USE LICENSE NO. 6202 AMENDMENT TO REISSUE #2

The STATE OF MONTANA, DEPARTMENT OF NATURAL RESOURCES & CONSERVATION (hereinafter referred to as the "Department" or "Licensor"), whose address is 1371 Rimtop Drive, Billings, MT 59105, herein grants City of Laurel, whose address is PO Box 10, Laurel, MT 59044 (hereinafter referred to as the "Licensee"), a Land Use License Amendment (hereinafter referred to as "amendment").

- 1. FILING FEE: A fee of Fifty No/100 Dollars (\$50.00) has been paid to the Licensor prior to issuance of this Amendment.
2. RENTAL: Beginning upon acceptance of this amendment, the Licensee agrees to pay, in advance, a annual fee of \$150.00. Payment of the first year's rental shall be due upon signature of this amendment.
3. DURATION: This amendment shall take effect upon signature of the Area Manager and will effectively reissue the above stated license for a term of 10 years, expiring on February 28, 2032, unless terminated in accordance with the terms provided in the above-described License.
4. CERTIFICATION: Licensee hereby agrees that there has been no change in use, activity, or location for which the original license was issued.
5. TERMS: Licensee hereby accepts the rights, duties, and obligations inherent in original Land Use License No. 6202, Amendment #1, and those provided under the terms of this amendment.

This amendment is to be attached to and made part of the Land Use License. All other terms and conditions remain in full effect.

Dated this 8th day of March 2022.

[Signature]
(Licensee/Authorized Agent)

DAVID WALGONER MAYOR
(Printed Name and Title)

\*\*\*\*\*
(Department of Natural Resources & Conservation Use Only)

APPROVAL OF LICENSE

\_\_\_\_\_

\_\_\_\_\_
Date Approved

**LAND USE LICENSE NO. 6202**

The STATE OF MONTANA, DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION (hereinafter referred to as the "Department" or "Licensor"), whose address is **1371 Rimtop Drive, Billings, MT 59105**, herein grants the **City of Laurel, PO Box 10, Laurel, MT 59044** (hereinafter referred to as "Licensee"), a LAND USE LICENSE (hereinafter referred to as "LUL" or "License") to obtain the following-described rights for a limited term in the following-described lands, subject to all of the terms and conditions hereof.

1. **LEGAL DESCRIPTION**

A Tract of land described as follows: a portion of land in the riverbed of the **Yellowstone River located in the N $\frac{1}{2}$ N $\frac{1}{2}$  of Section 22 and the S $\frac{1}{2}$ S $\frac{1}{2}$  of Section 15, Township 2 South, Range 24 East in Yellowstone County (see Exhibit C) and an Island in the Yellowstone River located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 15, SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 16, NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 21 and NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 22 Township 2 South, Range 24 East in Yellowstone County (see Exhibit B).**

2. **FILING FEE**

A fee of Twenty-five and No/100 Dollars (\$25.00) has been paid to the Licensor prior to issuance of this Land Use License.

3. **RENTAL**

Beginning upon acceptance of this License, and for the term of this License, the Licensee agrees to pay, in advance, an annual fee of **One Hundred Fifty and No/100 Dollars (\$150.00)**.

4. **DURATION**

This License shall take effect upon signature of the Southern Land Office Area Manager and remain in full force and effect up to and including **28 February 2022**, unless terminated in accordance with Section 13 of this License.

5. **LICENSED ACTIVITY**

The purpose of this Land Use License is to authorize:

- a) the construction of an 8' wide by  $\pm 700'$  long temporary diversion ditch on a state-owned Island on the north side of the Yellowstone River. (see Exhibit B)
- b) the one-time removal of up to 5,500 cubic yards of river sediment, gravel and cobble material from a state-owned island that is generally located below the Highway 212 and BNSF railroad bridges and then west of the railroad bridge approximately 100'. In the sediment removal area, Licensee shall leave at least 18-24" of material above the water surface. (see Exhibit C)
- c) placement of fill on approximately 700 square feet of the bed of the Yellowstone River in conjunction with the reconstruction and stabilization of approximately 715 lineal feet of bank along the south side of the Yellowstone River, including the placement of riprap along the bank. (see Exhibit C)

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6. RECLAMATION OF THE LAND

The Licensee shall take all reasonable precautions to prevent or minimize damage to natural (i.e., vegetation, soil, water, wildlife), and cultural resources within the areas of the Land Use License. Upon cancellation of this License by either party to this agreement, or upon final expiration of agreement, the Licensee shall reclaim the area to the specifications of the Licensor. Such reclamation shall include, but not be limited to the elimination of all trace of disturbances, compaction, and movement of construction equipment. Licensee shall be required to reseed all disturbed areas with native species of grasses, unless other arrangements are agreed upon between the Licensor and the Licensee in writing. When any action requires disturbance, all soil materials shall be salvaged, safeguarded from loss due to wind or water erosion or machinery activity, and shall be replaced on all disturbed areas.

7. MAINTENANCE, REPAIRS, AND UTILITIES. The Licensee shall, when applicable:

- Pay all permits and inspection fees imposed by governmental authorities.
- Quit and surrender the Premises in the same order and condition as it was prior to acceptance of this license.
- The Licensee will maintain the area within the License in a neat and orderly manner and will allow no waste or debris to accumulate thereon.

8. WEATHER CONDITIONS

The Licensor reserves the right to restrict or preclude any surface activity during periods of adverse weather and other conditions which may contribute to accelerated erosion, fire hazard, disruption of seasonal wildlife, or any other condition which in the opinion of the Department may have an adverse effect on Trust land. Prior to commencing permitted activities, the Licensee will contact the Southern Land Office at (406) 247-4400.

9. NOXIOUS WEEDS

The Licensee shall be responsible for controlling any noxious weeds introduced by Licensee's activity on state-owned land. The Licensee's methods of control must be reviewed and approved by the Department of Natural Resources and Conservation Southern Land Office. The Licensee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101, MCA et. seq., as follows:

The Licensee shall notify the local weed board that is responsible for that geographical area in which the project is located. If the Licensee disturbs vegetation for any reason, Licensee shall be required to revegetate the disturbed area. The Licensee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board.

Failure to abide by these provisions may result in the cancellation of the License.

10. LIABILITIES

The Licensee agrees to assume responsibility for all claims and lawsuits that may result from any and all damages, injury or death to persons and/or property that occur upon or about said land caused by or arising out of Licensee's use of the subject area hereunder. The Licensee further agrees that they will be responsible for any damage caused when entering, crossing or leaving state-owned subject land.

11. LIMITATION OF AUTHORITY

Other than for the purposes specifically described in this agreement, the Licensee agrees that it does not, and shall not claim at any time any interests or estate of any kind or extent whatsoever in the premise by virtue of this License or their occupancy or use hereunder.

12. SPECIAL STIPULATIONS

- a) Licensee shall contact the DNRC Southern Land Office at least 48 hours prior to commencement of work on the project at any time during the term of the License. The contact at the SLO is: Jeff Bollman, Area Planner, [jbollman@mt.gov](mailto:jbollman@mt.gov) or 406-247-4404 (office) or 406-670-4642 (cell).
- b) Licensee is required to obtain written permission from Licensor prior to commencing any work associated with temporary diversion ditch listed in Section 5 Licensed Activity. Licensor is not obligated to allow construction of diversion ditch in subsequent year(s) if Licensor determines the action is not in the best interest of the State. Licensee must obtain written permission from Licensor each year the temporary diversion ditch activity is proposed.
- c) All in-river work shall be completed in an expeditious manner to avoid unnecessary impacts to the river.
- d) All activities performed in the river and immediate vicinity shall be conducted in a manner to reduce turbidity along with minimizing disturbances to the riverbed and riverbank.
- e) To prevent leaks of petroleum products into the river, no defective equipment shall be operated in the river or adjacent areas.
- f) All necessary permits shall be secured before any activities begin.
- g) In the sediment removal area shown on Exhibit C, the Licensee shall leave at least 18-24" of material above the water surface.
- h) Licensee recognizes that the Licensor's allowance to place fill encroaching on the navigable riverbed for bank stabilization does not waive or subordinate any of the Licensor's property rights or mineral rights to the stream bed.
- i) Licensee is responsible for any additional permits or requirements from any other affected regulatory agency.

- j) The cobble/gravel removed from the island for the diversion ditch and sediment removal may not be sold or used outside of the river. It shall be disposed of at the "Sediment Disposal Site" identified on attached Exhibit A.
- k) The Licensee shall comply with all public laws, statutes, ordinances, and administrative rules which are applicable to its operations upon the above-described lands. In no event shall the Licensee conduct any activity, or allow any activity to be conducted, upon the above-described lands or within the Project which is: a nuisance; violative of public health, safety, welfare; or is offensive to prevailing community standards concerning morality or obscenity. The Licensee shall be fully and completely liable to, and indemnify, defend, and hold harmless, the Licensor for any and all damages and clean up costs and penalties imposed by any governmental authority with respect to Licensee's use, disposal, transportation, generation, or sale of Hazardous Substances, in or about the above-described lands.

13. TERMINATION OF LAND USE LICENSE

The Licensor reserves the right to terminate the permission hereby granted at any time by giving the Licensee no less than ten (10) days written notice of such termination, except that the Licensor may terminate the permission forthwith at any time, if Licensee fails to comply with, or abide by, each and all of the provisions hereof, or ceases to use the permission hereby granted.

Dated this 13<sup>th</sup> day of December, 2012

RECEIPT NUMBER

BK1313039  
\$175.00 12/17/12

BY: Heidi Jensen  
City of Laurel

Heidi Jensen, Chief Administrative Officer  
Printed Name and Title

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(Department of Natural Resources and Conservation Use Only)

APPROVAL OF LICENSE

BY: Matthew Wolcott  
Matthew Wolcott, Area Manager  
Southern Land Office

Dec 17, 2012  
Date Approved



Exhibit A – Sediment Disposal Site located in NE¼NE¼ of Section 32-T1S-R24E

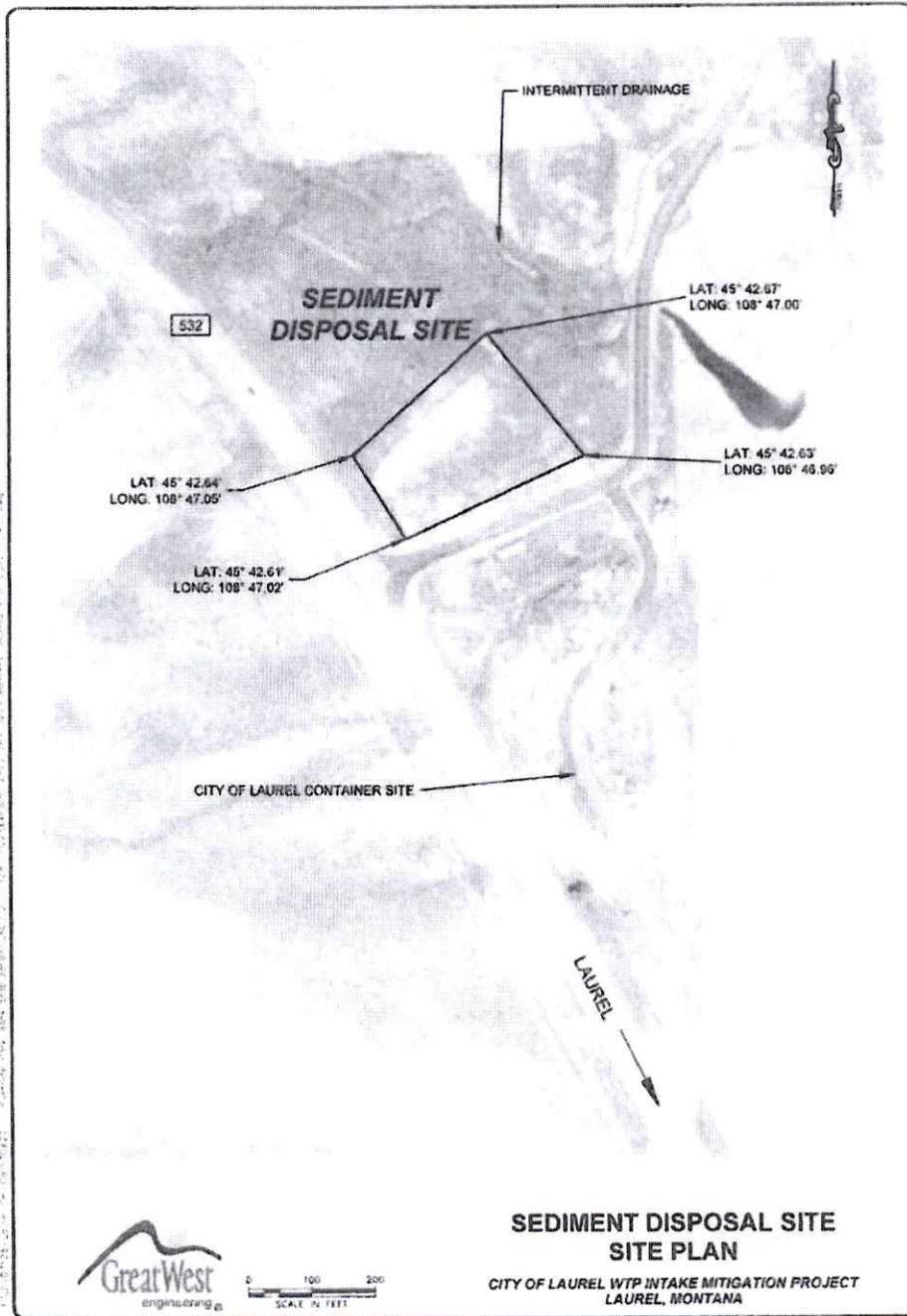
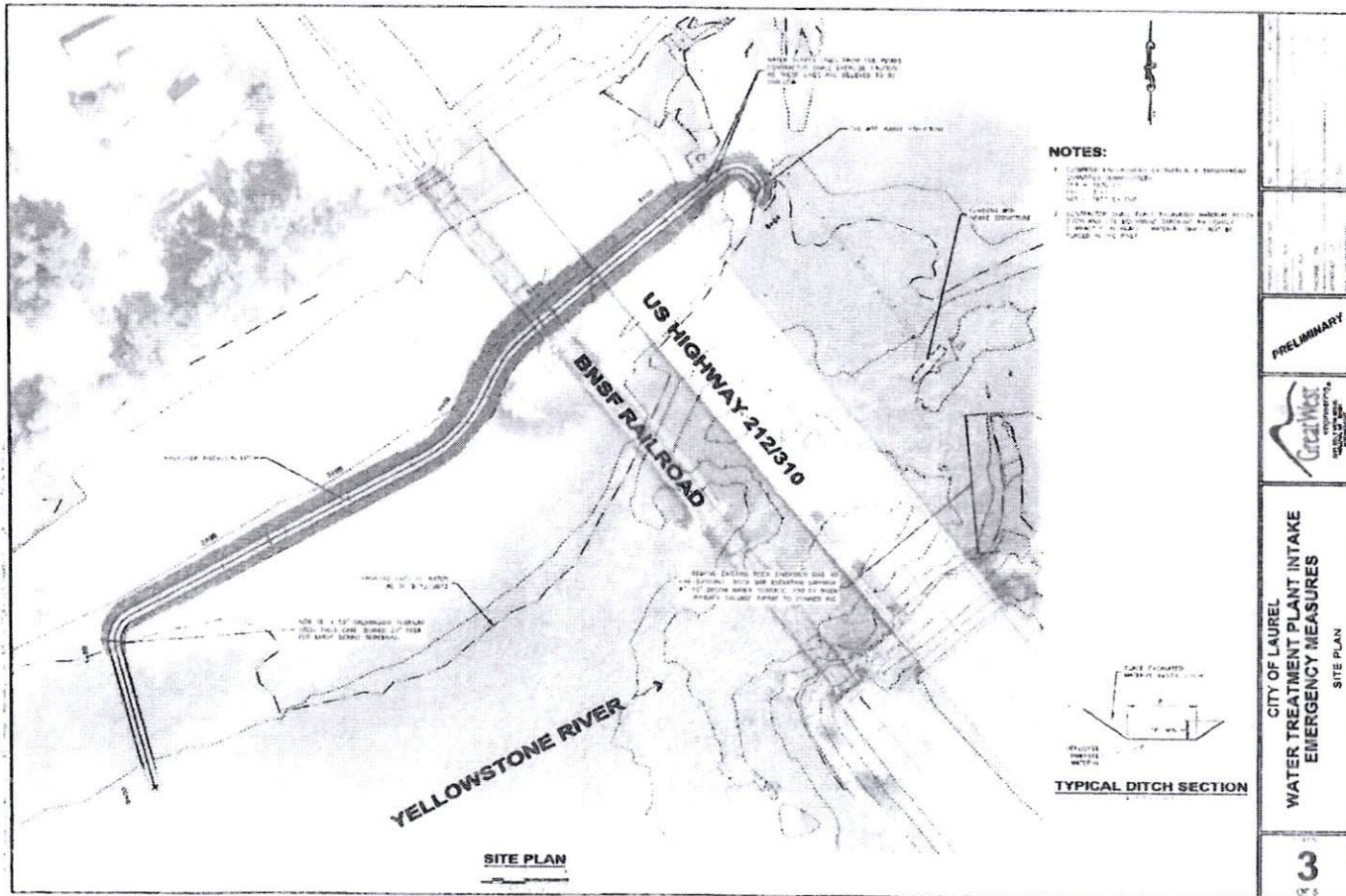
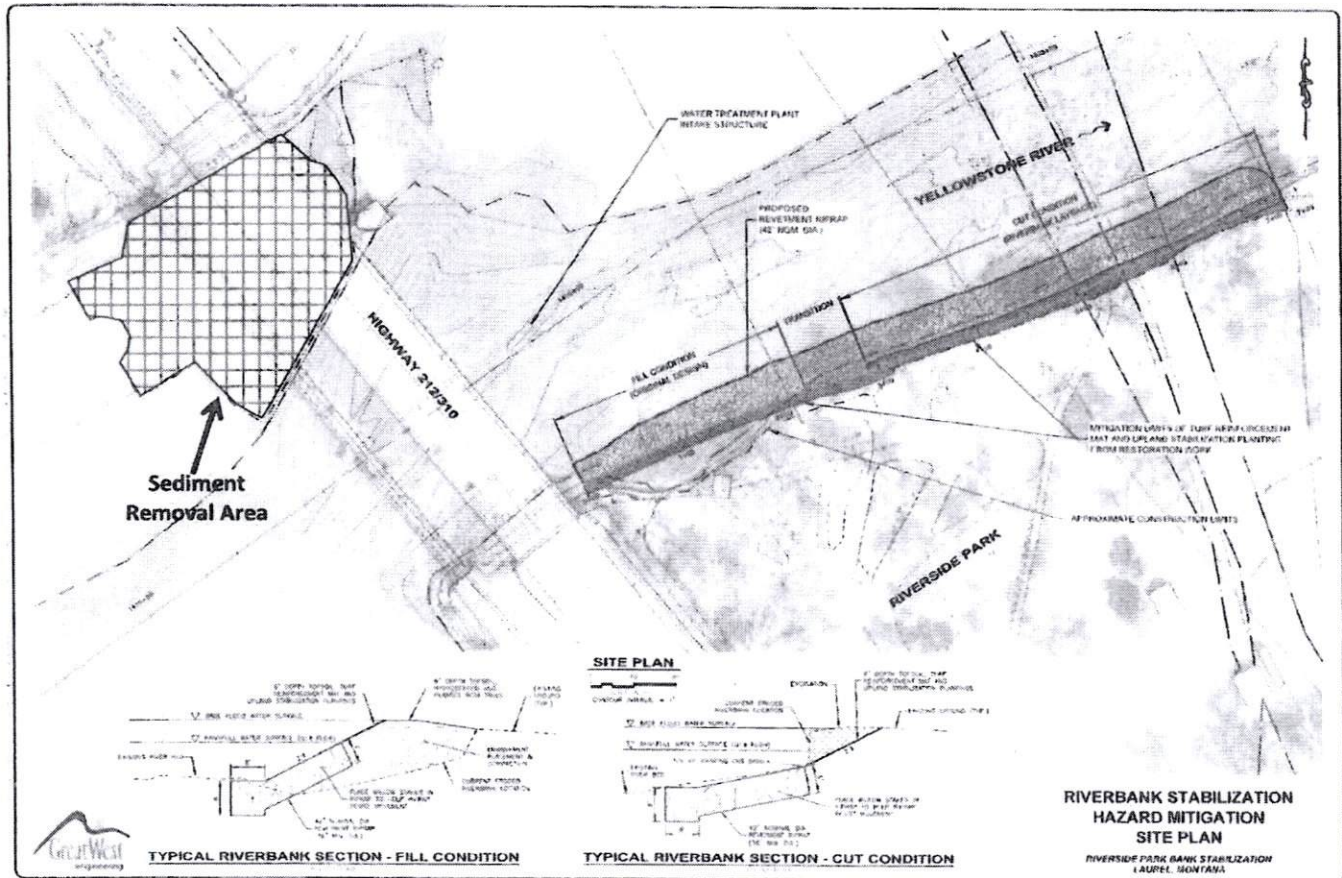


Exhibit B – Proposed Water Intake Diversion Ditch





**Exhibit C – Bank Stabilization Plan with Sediment Removal Area**



MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION

AMENDMENT  
TO  
LAND USE LICENSE NO. 6202

AMENDMENT NO.: 01

**LAND USE LICENSE NO. 6202** issued to the **City of Laurel**, PO Box 10, Laurel, MT 59044 for the purpose of **authorizing the construction of an 8' wide by ±700' long temporary diversion ditch on a state-owned island on the north side of the Yellowstone River (see Exhibit B); the one-time removal of up to 5,500 cubic yards of river sediment, gravel and cobble material from a state-owned island that is generally located below the Highway 212 and BNSF railroad bridges and then west of the railroad bridge approximately 100'. In the sediment removal area, Licensee shall leave at least 18-24" of material above the water surface (see Exhibit C); placement of fill on approximately 700 square feet of the bed of the Yellowstone River in conjunction with the reconstruction and stabilization of approximately 715 lineal feet of bank along the south side of the Yellowstone River, including the placement of riprap along the bank (see Exhibit C).** This Land Use License is hereby amended as follows:

Section 5. LICENSED ACTIVITY

The purpose of this Land Use License is amended to authorize:

- a) **the construction of an 8' wide by ±700' long temporary diversion ditch on a state-owned island on the north side of the Yellowstone River (see Exhibit B);**
- b) **the removal of river sediment, gravel and cobble material from a state-owned island that is generally located below the Highway 212 and BNSF railroad bridges and then west of the railroad bridge approximately 100'. In the sediment removal area, Licensee shall leave at least 18-24" of material above the water surface (see Exhibit C);**
- c) **placement of fill on approximately 700 square feet of the bed of the Yellowstone River in conjunction with the reconstruction and stabilization of approximately 715 lineal feet of bank along the south side of the Yellowstone River, including the placement of riprap along the bank (see new Exhibit D).**
- d) **the installation during the bank stabilization project of a boat ramp that will be owned by the Montana Department of Fish, Wildlife & Parks (see new Exhibit D).**
- e) **the installation and maintenance of the existing rock weir and diversion dike that were installed as temporary emergency measures to increase surface water levels until a permanent solution to water intake issues are constructed.**


Section 12. SPECIAL STIPULATIONS

1. Licensee shall contact the DNRC Southern Land Office at least 48 hours prior to commencement of work on the project at any time during the term of the License. The contact at the SLO is: Jeff Bollman, Area Planner, [jbollman@mt.gov](mailto:jbollman@mt.gov) or 406-247-4404 (office) or 406-670-4642 (cell).
2. Licensee is required to obtain written permission from Licensor prior to commencing any work associated with temporary diversion ditch or removal of gravel and cobble listed in Section 5 Licensed Activity. Licensor is not obligated to allow construction of diversion ditch or additional gravel/cobble removal in subsequent year(s) if Licensor determines the action is not in the best interest of the State.




3. All in-river work shall be completed in an expeditious manner to avoid unnecessary impacts to the river.
4. All activities performed in the river and immediate vicinity shall be conducted in a manner to reduce turbidity along with minimizing disturbances to the riverbed and riverbank.
5. To prevent leaks of petroleum products into the river, no defective equipment shall be operated in the river or adjacent areas.
6. All necessary permits shall be secured before any activities begin.
7. In the sediment removal area shown on Exhibit C, the Licensee shall leave at least 18-24" of material above the water surface.
8. Licensee recognizes that the Licensor's allowance to place fill encroaching on the navigable riverbed for bank stabilization does not waive or subordinate any of the Licensor's property rights or mineral rights to the stream bed.
9. Licensee is responsible for any additional permits or requirements from any other affected regulatory agency.
10. The cobble/gravel removed from the island for the diversion ditch and sediment removal may not be sold or used outside of the river. It shall be disposed of at the "Sediment Disposal Site" identified on attached Exhibit A.
11. The Licensee shall comply with all public laws, statutes, ordinances, and administrative rules which are applicable to its operations upon the above-described lands. In no event shall the Licensee conduct any activity, or allow any activity to be conducted, upon the above-described lands or within the Project which is: a nuisance; violative of public health, safety, welfare; or is offensive to prevailing community standards concerning morality or obscenity. The Licensee shall be fully and completely liable to, and indemnify, defend, and hold harmless, the Licensor for any and all damages and clean up costs and penalties imposed by any governmental authority with respect to Licensee's use, disposal, transportation, generation, or sale of Hazardous Substances, in or about the above-described lands.

The addendum is to be attached to and made part of the Land Use License. All other terms and conditions remain in full effect.

  
\_\_\_\_\_  
Heidi Jensen, Chief Administrative Officer  
City of Laurel

10/1/13  
Date

  
\_\_\_\_\_  
Matthew Wolcott, Area Manager  
Southern Land Office

10/3/13  
Date



**Exhibit D – Revised Bank Stabilization Plan with New Boat Ramp**

