AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, SEPTEMBER 07, 2021
6:30 PM
COUNCIL CHAMBERS

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.

General Items

Executive Review

1. Resolution - Budget Amendment Resolution Amending Appropriations And Revenues For The Federal Equitable Sharing Fund For Fiscal Year 2020-2021
2. Resolution - A Resolution Adopting An Official Schedule Of Fees And Charges For The City Of Laurel Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto.
3. Resolution - A Resolution Of The City Council Approving An Application For Special Review For Project Telephone Authorizing The Construction Of A Fiberoptic Hut At 1013 8th Avenue, City Of Laurel.
4. Resolution - Resolution Of Intent To Approve The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel With Changes.
5. Resolution - Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue Located Between Blocks 6 And 7, As An Addition To The City Of Laurel, Yellowstone County, Montana.
6. Resolution - A Resolution Of Annexation And Approval Of Zone Change For The Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel, Subject To Conditions Imposed By The City
7. Resolution - A Resolution To Approve The Preliminary Plat Of Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel Subject To Conditions
8. Resolution - A Resolution Of The City Council Granting A Variance From Certain Sections Of Chapter 17 Of The City's Sign Code For The Property Located At 202 SE 4th Street To Allow The Removal And Replacement Of A Freestanding Pole Sign With An Electronic Controlled Sign Which Is Currently Prohibited.

Council Issues

9. Ambulance Pay Scale Discussion
10. 3rd Avenue Diagonal Parking Update

Other Items

Review of Draft Council Agendas

11. Review Draft Council Agenda for September 14, 2021.

Attendance at Upcoming Council Meeting

Announcements

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

DATES TO REMEMBER

File Attachments for Item:

1. Resolution - Budget Amendment Resolution Amending Appropriations And Revenues For The Federal Equitable Sharing Fund For Fiscal Year 2020-2021

RESOLUTION NO. R21-

BUDGET AMENDMENT RESOLUTION AMENDING APPROPRIATIONS AND REVENUES FOR THE FEDERAL EQUITABLE SHARING FUND FOR FISCAL YEAR 2020-2021

WHEREAS, the City of Laurel adopted all funds revenues and appropriations for fiscal year 2020-2021 on September 1st, 2020; and

WHEREAS, it is necessary to amend certain budgets as required by MCA 7-6-4006 (3) and (4); and

WHEREAS, the increase in appropriations and revenues, in the fund, are due to unbudgeted amounts per Department of Justice Standard Operating Procedures:

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

That the City Council hereby directs the Clerk/Treasurer to amend the budget as per the attached Exhibit "A" in order to comply with MCA 7-6-4006 (3) and (4);

BE IT FURTHER RESOLVED that the above amendments are retroactive to June 30, 2021.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this14th day of September 2021.

APPROVED by the Mayor this 14th day of September 2021.

CITY OF LAUREL

_____
Thomas C Nelson, Mayor

ATTEST:

_____
Bethany Langve, Clerk/Treasurer

Approved as to form:

_____
Sam S. Painter, Civil City Attorney

EXHIBIT A

Budget Amendment
Federal Equitable Sharing
Fiscal Year 2020-2021

Fund 2952 – Federal Equitable Sharing

Original Revenues	$	0.00
Amended Revenues	$	12,798.52
Increase in Appropriation:	$	12,798.52
Original Appropriation	$	0.00
Amended Appropriation	$	6,071.38
Increase in Appropriation:	$	6,071.38

Per the Department of Justice Standard Operating Procedures, appropriations and revenues for the Federal Equitable Sharing Fund may not be budgeted using the fiscal year budgeting process. All appropriations and revenues must be budgeted, after the end of the fiscal year, using the budget amendment process.

File Attachments for Item:

2. Resolution - A Resolution Adopting An Official Schedule Of Fees And Charges For The City Of Laurel Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto.

RESOLUTION NO. R21-___

A RESOLUTION ADOPTING AN OFFICIAL SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LAUREL REPEALING ALL PREVIOUS RESOLUTIONS THAT SET FEES OR CHARGES THAT CONFLICT WITH THE SCHEDULE ATTACHED HERETO.

WHEREAS, the City Council previously adopted Resolution No. R06-74 establishing the City's fees and charges for various services into a Schedule of Fees and Charges to enable citizens to have immediate access to the various fees and charges levied by the City for various services in a format that is easy to obtain and simple to understand; and

WHEREAS, the Laurel Municipal Code requires the City Council to review, modify and/or update its fees and charges on an annual basis through further Resolution of the City Council; and

WHEREAS, at the direction of the City Council, Staff prepared the attached Schedule of Fees and Charges for the City Council's consideration; and

WHEREAS, a public hearing was held on September 14, 2021 to gather public input and comments prior to adopting this Resolution.

BE IT RESOLVED, by the City Council that the City Council, that based upon the testimony and comments gathered at the public hearing that was duly advertised and noticed that the City Council finds that the Schedule of Fees and Charges is reasonable and in the best interest of the City of Laurel; and

BE IT FURTHER RESOLVED that the City Council hereby adopts the Schedule of Fees and Charges attached hereto for convenience.

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

PASSED and APPROVED by the City Council of the City of Laurel this ___ day of_____, _____.

APPROVED by the Mayor this ___th day of_____, 2021.

CITY OF LAUREL

_____
Thomas C. Nelson, Mayor

ATTEST:

_____
Bethany Langve, Clerk-Treasurer

Approved as to form:

_____

Sam Painter, Civil City Attorney

CITY OF LAUREL
SCHEDULE OF FEES AND CHARGES
AS OF TUESDAY, SEPTEMBER 14, 2021 / RESOLUTION NO. R20-__

Administrative, City Attorney and Court Fees and Charges (except Library)

Returned Check $30.00
Document Photocopying
First 3 pages ..... No Charge
Copies in excess of 3 pages – per page $0.25
Research City Records (Per Hour) $30.00
Video Tape or DVD Copy ..... First Copy $25.00
..... Each Additional Copy $5.00
Dog License Fees and Renewals before April 1 (must be renewed each year)
Spayed Female/Neutered Male $10.00
Un-spayed Female/Un-neutered Male $15.00
Dog License Renewals after April 1
Spayed Female/Neutered Male $20.00
Un-spayed Female/Un-neutered $30.00
Dog Kennel before April 1 (must be renewed each year)
Non-Commercial $50.00
Commercial $75.00
Business License
General $75.00
Beer and/or Wine License $200.00
Three Apartments $30.00
Four Apartments $40.00
Five or more Apartments $75.00
Pawn Shop $100.00
Utilities $300.00
Amusement Machines $50.00
Live Music $50.00
Junk $50.00
Liquor License $406.00
Franchises $300.00
Sexually Oriented Business $500.00

Police Department Fees and Charges

Victims Report $5.00
Case Report $35.00
Case Report with pictures $45.00
Vehicle Accident Report (form only) $10.00
Vehicle Accident Report with pictures $25.00
Audio Recording $50.00
Vehicle Impound – Per Day 1st week $25.00
Vehicle Impound – Per Day after 1st week $50.00
Dog Impound Fee $30.00
Dog Boarding Fee (24 hours after notification) – Per Day $60.00
Fingerprint Card $30.00
Subsequent Fingerprint Cards – Per Card $5.00

Fire Department Fees and Charges

Incident Report (NFIRS Copy) $30.00
Photograph Copies – Color (35mm) Prints ..... Cost of Processing + $25.00
Photograph Copies – Enlargements ..... Cost of Processing + $25.00
Photograph Copies – Digital (Copy of Disk) $35.00
Fire Suppression Fees Charged to Non-Residents or for Code or Ordinance Violations
- Base Rate for First Hour of Response for working fires, rescue operations, hazmat or large scale incidents *$1,100.00*
- Base Rate for Service Assist Calls or Minor Calls $700.00
- For each Fireman $20.00/hour
- Base Rate for Assist and Investigate $200.00/hour

Rates for Additional Hours after the First Hour of Any Response
(Time calculated from time of response to return to service.)
- Engine #1 ..... $250.00
- Engine #2 ..... $250.00
- Engine #4 ..... $200.00
- Squad5 ..... $250.00
- Tender #1 ..... $75.00
- Tender #2 ..... $75.00
- Support #1 ..... $75.00
- Command 1 ..... $100.00
- Command 2 ..... $100.00
- Brush #1 ..... $100.00
- Brush #2 ..... $100.00
- Brush #3 ..... $100.00
- Brush #5 ..... $100.00

Business inspection within jurisdiction – marketing fireworks, firecrackers and other pyrotechnics $200.00
False Fire Alarms (per year)
- First ..... Free
- Second $100.00
- Third $200.00
- Fourth + ... $300.00

Fire Extinguisher Training
- 10 Students $150.00
  - -Additional per student $15.00

Ambulance Service Fees

Paramedic Base Rate $1,400.00
Basic Base Rate $1,100.00
Mileage with Patient (per mile) $18.00
Other Charges
- Treat Only $180.00
- Basic Disposable Supplies $170.00
- Paramedic Disposable Supplies $200.00
- Defibrillator Supplies $200.00
- EKG Supplies $50.00
- Wait Time $55.00
- Extra Attendant $75.00
- DOA Transport $200.00
- Stand-By Rate – QRU (1 person) (per Hour) $50.00
- Stand-By Rate – Ambulance (2 people) (per Hour) $100.00

Nebulizer	$35.00
Decontamination of Ambulance	$70.00
IV Supplies	$50.00
Glucometer	$40.00
Pulse Ox	$20.00
Spinal Immobilization	$50.00
Splinting	$25.00
Supraglottic Airway (BVM/King)	$100.00
Suction Kit	$15.00
Intraosseous Kit (IO)	$200.00
Wound Care	$20.00
Pelvic Splint (any size)	$100.00
Burn Kit	$50.00
Needle Decompression	$100.00
ET Intubation	$100.00
Capnography Monitoring	$15.00
Cricothyrotomy	$150.00

Medication Charges

Adenosine	$ 25.00
Albuterol Neb 5mg	$15.00
Amiodarone	$ 20.00
Aspirin	$10.00
Atropine	$ 30.00
Benadryl Tab 25mg	$15.00
Calcium Gluconate	$ 35.00
D5W Solution	$20.00
D10W Solution per 1000 ml	$25.00
D50W Solution	$25.00
Diphenhydramine Injectable 50 mg	$ 10.00
Dopamine	$ 35.00
Epinephrine Injector Adult	$300.00
Epinephrine Injector Pediatric	$400.00
Epinephrine 1 mg/ml	$30.00
Epinephrine 1:1000	$ 40.00
Epinephrine 1:10000	$ 20.00
Fentanyl	$ 30.00
Furosemide	$ 10.00
Glucagon 1mg	$450.00
Haloperidol	$15.00
Humidified Oxygen	$90.00
Ipratropium Bromide Inhalant 2.5 ml	$ 5.00
Ketamine	$ 125.00
Lidocaine	$ 25.00
Magnesium Sulphate	$ 20.00
Midazolam	$ 15.00
Morphine Sulfate per 10 mg	$ 30.00
Narcan (Naloxone) per 2 mg	$ 55.00
Nitro Tab	$ 20.00
Nitrous Oxide Administration	$ 350.00
Norepinephrine	$ 80.00
NS Solution 500 cc	$ 30.00

NS Solution 1000 cc ..... $ 60.00
Ondansetron (Zolfran) Injectable 4 mg ..... $ 15.00
Ondansetron (Zolfran) Oral 4 mg ..... $ 2.00
Oral Glucose 30 g ..... $ 15.00
Oxygen ..... $ 80.00
Sodium Bicarbonate ..... $ 50.00
Solu-Cortef 100 mg ..... $ 75.00
Solu-Medrol 125 mg ..... $ 20.00
Thiamine 200 mg ..... $ 25.00
Tranexamic Acid (TXA) ..... $ 80.00
EMT Class (plus the cost of books and testing) $500.00
Advanced EMT Class (plus the cost of books and testing) $1,500.00

Water Rates & Charges

See current resolution (Resolution No. R11-110).

Raw (untreated) Water: Base rate as per meter size, plus $0.40/1000 gallons.

System Development Fees (Based on Line Size):

¾ Inch $1,500.00
1 Inch $2,685.00
1¼ Inch $4,170.00
1½ Inch $6,000.00
2 Inch $10,710.00
3 Inch $24,000.00
4 Inch $42,855.00

Connections to the water system with meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will determine the system development fee at that time if the City can provide the service as requested.

Curb Box Repair Insurance Fee: $1.00/month per water account.

Utility Hook-Up Fees:

Water Tapping – Two Inches or Less $250.00
Water Tapping – Greater Than Two Inches ..... Fee x 1.25
Labor/Operator Rate Per Hour $40.00
Heavy Equipment Rate Per Hour $75.00

Other Fees for Repairs, etc.:

Frozen or Damaged Meter ..... Replacement meter or meter parts cost plus 25%
Plus the Labor/Operator Rate Per Hour $40.00
OR overtime hourly rate if called out after hours $90.00
Hydrant meter rental ..... $476.00/month prorated plus the total usage

Utility Billing Fees and Deposits:

New Accounts or Re-Establishing an Account $25.00
Restoring Service to a Delinquent Account $50.00
Deposit for New Meter Accounts, No Service in Previous Year $150.00
Charge for check returned by bank as unpaid $30.00

Wastewater Rates & Charges
See current resolution (Resolution No. R11-110).

Septic dump fee..... $40.00/minimum up to 1,000 gallons plus $0.04/gallon thereafter;
(Resolution No. R15-96)..... $40.00 cleanup fee for spillage

System Development Fees

System Development Fees (Based on Line Size) – Sewer
Residential
Each housing unit $1,000.00
Duplex = 2 units; Triplex = 3 units; Four-plex = 4 units; Etc.

Commercial - Based on water meter size; Includes Subdivisions for Rent or Lease
¾ Inch $1,000.00
1 Inch $1,790.00
1¼ Inch $2,780.00
1½ Inch $4,000.00
2 Inch $7,140.00
3 Inch $16,000.00
4 Inch $28,570.00

Connections to the wastewater system with water meters larger than 4 inches or when the unique usage characteristics of a large water user may require, the City will determine the system development fee at that time if the City can provide the service as requested.

Solid Waste Fees and Charges
See current resolution (Resolution No. R14-34).

(Resolution No. R15-101)
(4) Multiple Containers. Non-residential users who use multiple containers shall be assigned a volume of use variable for each container used.

Roll Off Container Set / Reset..... $30.00
Roll Off Container Haul..... $150.00
Roll Off Container Cost per Ton.....Current City of Billings' landfill rates
Replacement Waste Container (due to negligence)..... Cost x $1.50
All Tires..... $5.00/tire
Container Site Waste - Business and Non-City Residents and/or City Residents that do not use City Solid Waste Services
Minimum..... $5.00
Per Cubic Yard..... $10.00

Non-Residential Garbage Disposal Rate Schedule
See current resolution.

Park and Recreation Fees and Charges
Shelter Reservation..... $40.00
Special Events in Parks..... $50.00/one day
..... $75.00/two days
Youth Sports in Parks .....No Charge

Riverside Park Camping Fees
- Tent Space (per night) $10.00
- Back in Space (per night) $15.00
- Pull Through Space (per night) $20.00

Riverside Park Building Reservation Fee
- Small Meeting Room $30.00
- Large Meeting Room W/ Kitchen $300.00
- Damage/Cleaning Deposit (Refundable upon Inspection) $300.00
- Monthly (12) Meetings in Small Meeting Room W/ Use of Large Room Once ..... $500.00 per year

Library

Photocopy Fees (per page) $0.10

Printer Fees
- Black and White (per page) $0.10

Lost or Damaged Book ..... Cost

Library Cards for Non-Residents
- For Three Months (Minimum) ..... No Charge
- Per Year ..... No Charge

Interlibrary Loan Postage (per item) ..... $2.00 After 3

Community Room
- Use during library hours $3.00/hour
- Use after hours (per hour or any portion of an hour) $30.00
- Refundable Cleaning Deposit $30.00

Library Card Replacement Fee (per Card) $2.00

Fax Fees (per page) ..... $0.25 Send
..... $0.10 Receive

Cemetery Fees

(Please Note: Cemetery caretaker must be present at all interments.)
(Please Note: Burials are not permitted on Sundays, holidays or Saturday afternoons.)

City Residents
- Full Grave $350.00
- Baby Grave $200.00

Non-Residents
- Full Grave $500.00
- Baby Grave $250.00

Opening and Closing
- Full Grave $280.00
- Full Grave on Saturday mornings $380.00
- Baby Grave $200.00
- Baby Grave on Saturday mornings $250.00
- Cremation $150.00
- Cremation on Saturday mornings $200.00
- Two Cremations on single plot $225.00
- Two Cremations on single plot on Saturdays ..... $ 300.00

Set Cremation Urn at existing Headstones $10.00

Private Sale of any plot (transfer processing fee) $25.00

Disinterment fee for a full burial $300.00

Disinterment fee for cremains $225.00

Planning Item	Fee	Notes
Annexation into the City of Laurel (80 acres or less)	$ 500.00	+ $25.00/acre
Annexation into the City of Laurel (81 acres or more)	$ 500.00	+ $45.00/acre
Cash in Lieu of Parking spaces outside of the Central Business District	$ 750.00	+ $25.00/space
Conditional Use Application (Commercial)	$ 1,250.00	
Conditional Use Application (Residential)	$ 750.00	
Floodplain Permit	$ 200.00	
Home Occupations	$ 100.00	
Outdoor Seating	$ 200.00	+$25.00/day
Planned Unit Development Concept Plan	$ 750.00	
Planned Unit Development Preliminary Plan	$ 1,250.00	+$50.00/acre
Planned Unit Development Final Plan	$ 1,500.00	+$25.00/acre
Review of Buildings for Lease or Rent	$ 250.00	
Site Plan Review Fee (Commercial)	$ 500.00	
Site Plan Review Fee (Residential)	$ 250.00	
Special Review (Commercial)	$ 1,250.00	
Special Review (Residential)	$ 750.00	
Special Review Applications resubmitted within one year of a withdrawal request made after the legal advertising	$ 500.00	
Staff Research	$ 35.00	Per Hour
Temporary Use Permit	$ 350.00	
Vacation of Street or Alley	$ 250.00	
Variance (Commercial)	$ 1,250.00	
Variance (Residential)	$ 750.00	
Variance Applications resubmitted within one year of a withdrawal request made after the legal advertising	$ 750.00	
Zone Change	$ 1,250.00	+ $45.00/acre
Zone Change Applications resubmitted within 1 year of a withdrawal request made after the legal advertising	$ 750.00	
Zoning Compliance/Verification Letter	$ 125.00	
Zoning Map Amendment	$ 1,500.00	+ $45.00/acre

Subdivision Item	Subdivision Fee	Notes
Corrections or Adjustments to Plats, Conditions, and Supporting Documents after Preliminary Plat Approval:	$ 250.00	
Corrections or Vacations of Recorded Final Subdivision Plats or Supporting Documents	$ 250.00	
Exempt Subdivision	$ 200.00	
Final Plat (Minor)	$ 1,250.00	
Final Plat, Major Subdivision, 6 to 40 lots	$ 1,500.00	
Final Plat, Major Subdivision, 41 to 200 lots	$ 2,250.00	
Final Plat, Major Subdivision, Over 200 lots	$ 3,000.00	
Major Adjustments for Minor Subdivisions	$ 500.00	
Major Adjustments for Major Subdivision, 6 to 40 lots	$ 1,250.00	
Major Adjustments for Major Subdivision, 41 to 200 lots	$ 1,750.00	
Major Adjustments for Major Subdivision, Over 200 lots	$ 2,250.00	
Minor Adjustments, Major and Minor Subdivisions	$ 250.00	
Pre-Application Meeting	$ 500.00	+ $25.00/lot
Preliminary Plat (Minor)	$ 1,750.00	+ $50.00/lot
Preliminary Plat, Major Subdivision, 6 to 40 lots	$ 2,000.00	+ $25.00/lot
Preliminary Plat, Major Subdivision, 41 to 200 lots	$ 2,750.00	+ $25.00/lot
Preliminary Plat, Major Subdivision, Over 200 lots	$ 3,500.00	+ $25.00/lot
Subdivision for Rent or Lease, Final Plan	$ 1,000.00	
Subdivision for Rent or Lease, Preliminary Plan	$ 1,500.00	
All Appeals the same as the Application Fee		

Building Permit	Fee	Notes
Additional Plan Review required by changes, additions or revisions to plans (minimum charge - one half hour)	$ 47.00	Per Hour
Additional Re-Inspection Fee	$ 50.00	
Building Permit	-	See Appendix A
Demolition Permit	-	See Appendix A
Encroachment Permit	$ 100.00	
Fence Permit	$ 75.00	
Fire Inspection (includes one follow up inspection)	$ 50.00	
Mobile Home Blocking Permit (includes two-meter inspections)	$ 75.00	
Moving Permit	$ 200.00	
Photocopies (over 3 pages)	$ 0.25	Per Page
Plan Review (Commercial)	-	65% of Building Permit Fee
Plan Review (Residential)	-	50% of Building Permit Fee
Plotter Photocopies	$ 7.00	Per page
Right-of-way Excavation Permit (Gravel)	$ 100.00	
Right-of-way Excavation Permit (Paved)	$ 150.00	
Roofing Permit (Commercial)	$ 200.00	
Roofing Permit (Residential)	$ 100.00	
Sidewalk, Driveway Approach, Curb & Gutter Permit	$ 100.00	
Sign Permit	-	See Appendix A
Sign Plan Review Fees	-	50% of Sign Permit Fee
Temporary Sign Permit	$ 50.00	
Temporary Structure Permit	$ 100.00	

APPENDIX A: BUILDING PERMIT FEES

Building permit fees are determined by the total valuation of the project. For new construction and additions, the total valuation is determined by the most recent Valuation data as published by the International Code Council. For remodel projects, the total valuation is based on the documented project cost. (RPR is Residential Plan Review, CPR is Commercial Plan Review)

Valuation	BP Fee	RPR Fee	CPR Fee	Valuation	BP Fee	RPR Fee	CPR Fee
$1 - $500	$ 36.00	$ 18.00	$ 23.40	$22,001 - $23,000	$ 544.50	$ 272.25	$ 353.93
$501 - $600	$ 40.50	$ 20.25	$ 26.33	$23,001 - $24,000	$ 565.50	$ 282.75	$ 367.58
$601 - $700	$ 45.00	$ 22.50	$ 29.25	$24,001 - $25,000	$ 586.50	$ 293.25	$ 381.23
$701 - $800	$ 49.50	$ 24.75	$ 32.18	$25,001 - $26,000	$ 601.50	$ 300.75	$ 390.98
$801 - $900	$ 54.00	$ 27.00	$ 35.10	$26,001 - $27,000	$ 616.50	$ 308.25	$ 400.73
$901 - $1,000	$ 58.50	$ 29.25	$ 38.03	$27,001 - $28,000	$ 633.00	$ 316.50	$ 411.45
$1,001 - $1,100	$ 63.00	$ 31.50	$ 40.95	$28,001 - $29,000	$ 648.00	$ 324.00	$ 421.20
$1,101 - $1,200	$ 67.50	$ 33.75	$ 43.88	$29,001 - $30,000	$ 663.00	$ 331.50	$ 430.95
$1,201 - $1,300	$ 72.00	$ 36.00	$ 46.80	$30,001 - $31,000	$ 678.00	$ 339.00	$ 440.70
$1,301 - $1,400	$ 76.50	$ 38.25	$ 49.73	$31,001 - $32,000	$ 693.00	$ 346.50	$ 450.45
$1,401 - $1,500	$ 81.00	$ 40.50	$ 52.65	$32,001 - $33,000	$ 708.00	$ 354.00	$ 460.20
$1,501 - $1,600	$ 85.50	$ 42.75	$ 55.58	$33,001 - $34,000	$ 723.00	$ 361.50	$ 469.95
$1,601 - $1,700	$ 90.00	$ 45.00	$ 58.50	$34,001 - $35,000	$ 738.00	$ 369.00	$ 479.70
$1,701 - $1,800	$ 94.50	$ 47.25	$ 61.43	$35,001 - $36,000	$ 753.00	$ 376.50	$ 489.45
$1,801 - $1,900	$ 99.00	$ 49.50	$ 64.35	$36,001 - $37,000	$ 768.00	$ 384.00	$ 499.20
$1,901 - $2,000	$ 103.50	$ 51.75	$ 67.28	$37,001 - $38,000	$ 784.50	$ 392.25	$ 509.93
$2,001 - $3,000	$ 124.50	$ 62.25	$ 80.93	$38,001 - $39,000	$ 799.50	$ 399.75	$ 519.68
$3,001 - $4,000	$ 145.50	$ 72.75	$ 94.58	$39,001 - $40,000	$ 814.50	$ 407.25	$ 529.43
$4,001 - $5,000	$ 166.50	$ 83.25	$ 108.23	$40,001 - $41,000	$ 829.50	$ 414.75	$ 539.18
$5,001 - $6,000	$ 187.50	$ 93.75	$ 121.88	$41,001 - $42,000	$ 844.50	$ 422.25	$ 548.93
$6,001 - $7,000	$ 208.50	$ 104.25	$ 135.53	$42,001 - $43,000	$ 859.50	$ 429.75	$ 558.68
$7,001 - $8,000	$ 229.50	$ 114.75	$ 149.18	$43,001 - $44,000	$ 874.50	$ 437.25	$ 568.43
$8,001 - $9,000	$ 250.50	$ 125.25	$ 162.83	$44,001 - $45,000	$ 889.50	$ 444.75	$ 578.18
$9,001 - $10,000	$ 271.50	$ 135.75	$ 176.48	$45,001 - $46,000	$ 904.50	$ 452.25	$ 587.93
$10,001 - $11,000	$ 292.50	$ 146.25	$ 190.13	$46,001 - $47,000	$ 919.50	$ 459.75	$ 597.68
$11,001 - $12,000	$ 313.50	$ 156.75	$ 203.78	$47,001 - $48,000	$ 934.50	$ 467.25	$ 607.43
$12,001 - $13,000	$ 334.50	$ 167.25	$ 217.43	$48,001 - $49,000	$ 949.50	$ 474.75	$ 617.18
$13,001 - $14,000	$ 355.50	$ 177.75	$ 231.08	$49,001 - $50,000	$ 964.50	$ 482.25	$ 626.93
$14,001 - $15,000	$ 376.50	$ 188.25	$ 244.73	$50,001 - $51,000	$ 976.50	$ 488.25	$ 634.73
$15,001 - $16,000	$ 397.50	$ 198.75	$ 258.38	$51,001 - $52,000	$ 987.00	$ 493.50	$ 641.55
$16,001 - $17,000	$ 418.50	$ 209.25	$ 272.03	$52,001 - $53,000	$ 997.50	$ 498.75	$ 648.38
$17,001 - $18,000	$ 439.50	$ 219.75	$ 285.68	$53,001 - $54,000	$ 1,008.00	$ 504.00	$ 655.20
$18,001 - $19,000	$ 460.50	$ 230.25	$ 299.33	$54,001 - $55,000	$ 1,018.50	$ 509.25	$ 662.03
$19,001 - $20,000	$ 481.50	$ 240.75	$ 312.98	$55,001 - $56,000	$ 1,029.00	$ 514.50	$ 668.85
$20,001 - $21,000	$ 502.50	$ 251.25	$ 326.63	$56,001 - $57,000	$ 1,039.50	$ 519.75	$ 675.68
$21,001 - $22,000	$ 523.50	$ 261.75	$ 340.28	$57,001 - $58,000	$ 1,050.00	$ 525.00	$ 682.50

Valuation	BP Fee	RPR Fee	CPR Fee
$58,001 - $59,000	$ 1,060.50	$ 530.25	$ 689.33
$59,001 - $60,000	$ 1,071.00	$ 535.50	$ 696.15
$60,001 - $61,000	$ 1,081.50	$ 540.75	$ 702.98
$61,001 - $62,000	$ 1,092.00	$ 546.00	$ 709.80
$62,001 - $63,000	$ 1,102.50	$ 551.25	$ 716.63
$63,001 - $64,000	$ 1,113.00	$ 556.50	$ 723.45
$64,001 - $65,000	$ 1,123.50	$ 561.75	$ 730.28
$65,001 - $66,000	$ 1,134.00	$ 567.00	$ 737.10
$66,001 - $67,000	$ 1,144.50	$ 572.25	$ 743.93
$67,001 - $68,000	$ 1,155.00	$ 577.50	$ 750.75
$68,001 - $69,000	$ 1,165.50	$ 582.75	$ 757.58
$69,001 - $70,000	$ 1,176.00	$ 588.00	$ 764.40
$70,001 - $71,000	$ 1,186.50	$ 593.25	$ 771.23
$71,001 - $72,000	$ 1,197.00	$ 598.50	$ 778.05
$72,001 - $73,000	$ 1,207.50	$ 603.75	$ 784.88
$73,001 - $74,000	$ 1,218.00	$ 609.00	$ 791.70
$74,001 - $75,000	$ 1,228.50	$ 614.25	$ 798.53
$75,001 - $76,000	$ 1,239.00	$ 619.50	$ 805.35
$76,001 - $77,000	$ 1,249.50	$ 624.75	$ 812.18
$77,001 - $78,000	$ 1,260.00	$ 630.00	$ 819.00
$78,001 - $79,000	$ 1,270.50	$ 635.25	$ 825.83
$79,001 - $80,000	$ 1,281.00	$ 640.50	$ 832.65
$80,001 - $81,000	$ 1,291.50	$ 645.75	$ 839.48
$81,001 - $82,000	$ 1,302.00	$ 651.00	$ 846.30
$82,001 - $83,000	$ 1,312.50	$ 656.25	$ 853.13
$83,001 - $84,000	$ 1,323.00	$ 661.50	$ 859.95
$84,001 - $85,000	$ 1,333.50	$ 666.75	$ 866.78
$85,001 - $86,000	$ 1,344.00	$ 672.00	$ 873.60
$86,001 - $87,000	$ 1,354.50	$ 677.25	$ 880.43
$87,001 - $88,000	$ 1,365.00	$ 682.50	$ 887.25
$88,001 - $89,000	$ 1,375.50	$ 687.75	$ 894.08
$89,001 - $90,000	$ 1,386.00	$ 693.00	$ 900.90
$90,001 - $91,000	$ 1,396.50	$ 698.25	$ 907.73
$91,001 - $92,000	$ 1,407.00	$ 703.50	$ 914.55
$92,001 - $93,000	$ 1,417.50	$ 708.75	$ 921.38
$93,001 - $94,000	$ 1,428.00	$ 714.00	$ 928.20
$94,001 - $95,000	$ 1,438.50	$ 719.25	$ 935.03
$95,001 - $96,000	$ 1,449.00	$ 724.50	$ 941.85
$96,001 - $97,000	$ 1,459.50	$ 729.75	$ 948.68
$97,001 - $98,000	$ 1,470.00	$ 735.00	$ 955.50
$98,001 - $99,000	$ 1,480.50	$ 740.25	$ 962.33
$99,001 - $100,000	$ 1,491.00	$ 745.50	$ 969.15

$100,001 - $500,000: $1491.00 for the first $100,000, plus $6.40 for each additional $1,000 or portion thereof.

$500,001 - $1,000,000: $4,051.00 for the first $500,000 plus $5.47 for each additional $1,000 or portion thereof.

$1,000,000 and up: $6,239.00 for the first $1,000,000 plus $4.58 for each additional $1,000 or portion thereof.

Residential Plan Review = 50% of Permit Fee

Commercial Plan Review = 65% of Permit Fee

If work has started prior to issuance of a permit, the Building Permit Fee will double.

File Attachments for Item:

3. Resolution - A Resolution Of The City Council Approving An Application For Special Review For Project Telephone Authorizing The Construction Of A Fiberoptic Hut At 1013 8th Avenue, City Of Laurel.

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL APPROVING AN APPLICATION FOR SPECIAL REVIEW FOR PROJECT TELEPHONE AUTHORIZING THE CONSTRUCTION OF A FIBEROPTIC HUT AT 1013 8TH AVENUE, CITY OF LAUREL.

WHEREAS, Project Telephone ("Applicant"), on behalf of the property owner, submitted a Special Review Application for the above-described property which is currently zoned Residential 7500 (R-7500) and is located within the City of Laurel; and

WHEREAS, the Applicant desires to construct and locate a fiberoptic utility hut on the property to enable applicant to install a transport fiber optic cable from its existing facilities in Absarokee, Columbus, Park City, through Laurel to its facilities located on the Billings West End; and

WHEREAS, the Applicant entered into a long term lease with the property owner to enable it to construct, maintain and operate the fiberoptic utility hut on the property; and

WHEREAS, the Laurel Municipal Code authorizes such action upon approval through the Special Review Procedure; and

WHEREAS, the Applicant submitted an application for special review to the Laurel-Yellowstone City-County Planning Board (acting as the Zoning Commission) for review and consideration. The Planning Board (Zoning Commission) recommends the City Council's approval of the application for special review, subject to the following conditions:

1. Any applicable permits, including but not limited to building permits must be applied for within six (6) months of this approval.
2. Construction of the structure and site must be completed within one (1) calendar year of this approval.
3. The operation of the site shall not be done in such a manner as to be a nuisance.
4. The site shall be screened by an appropriate landscaping or site obscuring material as approved by City Staff.
5. Any use of the property not specifically included in this approval or allowable within its underlying zoning district shall be deemed a violation of the laurel Zoning Code.
6. Any subsequent use or change of use associated with this special review shall submit additional documentation to the City for subsequent processing and approval or denial.
7. Curb, gutter, and sidewalk shall be constructed along the road frontage of the 50'x50' area developed as part of the special review.

WHEREAS, a public hearing was held on September 14, 2021 at the City Council Meeting;

WHEREAS, the City Council of the City of Laurel hereby finds, based on the recommendation of the Zoning Commission, Staff recommendation, and public comment gathered at the public hearing, that it is in the best interests of the residents of the City of Laurel to approve the application for special review as provided in the Staff Report and Findings attached hereto, subject to the above stated conditions.

NOW THEREFORE, BE IT RESOLVED that the City Council hereby approves the application for special review to allow Project Telephone to construct, maintain and operate a fiberoptic utility hut on the property located at 1013 8th Avenue, Laurel, Montana; and

BE IT FURTHER RESOLVED, that the approval of the application for special review is site specific to this address, and the approval granted herein is subject to the conditions listed in this resolution and the Staff Report.

FINALLY, BE IT RESOLVED, the Application, Staff Report and all attachments thereto are hereby incorporated as part of this resolution.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ___ day of _____, 2021

APPROVED by the Mayor this ____ day of _____ 2021.

CITY OF LAUREL

_____
Thomas C. Nelson, Mayor

ATTEST:

_____
Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

_____
Sam Painter, Civil City Attorney

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

City of Laurel

P.O. Box 10
Laurel, Montana 59044

Office of the City Planner

Application for Special Review

The undersigned as owner or agent of the following described property requests a Special Review as outlined in Chapter 17 of the Laurel Municipal Code.

Applicant:	Project Telephone
Legal Description:	S09, T02 S, R24 E, C.O.S. 68, (.77 ACRES)
General Address:	Corner of W Maryland Ln and 8th Ave
Owner of Tract:	Karl Morledge
Mailing Address:	2706 Minnesota Ave Billings Mt 59101
Phone Number:	406-620-7011
Email Address:	jim.tuell@nemont.coop

General Description of the requested Special Review:
Project Telephone wishes to place an 8'x12' hut for housing of electronics for fiber optic transport facilities. 50'x50' area will be fenced, graveled and gated.

Timeline for development:
Construction to be completed in 2021 and will operate facilities indefinitely. Lease from landowner would be for 30 years, unless otherwise specified.

Attachments:
X Site Map (printed on at least 11"x17" in paper size showing dimensions, acreage and location of tracts in question)
X Site Plan (printed on at least 11"x17" paper size including: property boundaries and lot line dimensions, the location of proposed/existing structures, off-street parking, site elevations, service and refuse areas, means of ingress and egress, landscaping, screening, signs and open space areas, and latitude and longitude of the site.
X Justification letter describing the special review requested and reasoning
X Map of all properties within 300 feet of the property
X List of the names and addresses of the property owners and/or agents for all parcels within 300 feet of the parcel under Special Review. (City staff can assist with this process)
_____ Special Review fee as per Laurel Schedule of Fees.

Applicant Signature: _____

Date: _____

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

City of Laurel

P.O. Box 10
Laurel, Montana 59044

Office of the City Planner

Instructions for Special Review Applications

Special Review applications are reviewed by the Laurel City-County Planning Board, which acts as the City Zoning Commission for Special Reviews. The Zoning Commission shall make a recommendation to the Laurel City Council for final approval, approval with conditions, or denial of the application. The City Council has the final authority to grant or deny application requests.

1. Applications must be received on or before the 1st of the month to be considered at the following month's meeting.
2. Application forms and supporting documents must be completely filled out, printed legibly or typed, with sufficient detail for the Zoning Commission and City Council to make a decision on the matter.
3. If new construction or a change in the use of the property is contemplated, building and/or development plans shall be submitted with the application.
4. Applications must be submitted to the Planning Department with the applicable fee as noted in the most recent Schedule of Fees.
5. A public hearing is required to be held for all Special Review applications.
6. The City will notify all property owners listed within the 300-foot radius and a legal ad will be published at least 15 days prior to the public hearing.
7. The Laurel Zoning Commission meets the 3rd Wednesday of the month at 5:35PM at the Laurel City Council Chambers. The applicant or a representative of the applicant must be present at the public hearing.
8. Recommendations of the Laurel City-County Planning Board shall be provided to the Laurel City Council for their review and final Approval, Conditional Approval, or Denail of the application.

STAKING SHEET & PLANT RECORD

CAUTION

KNOWN UTILITY LINES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. ALL EXACT LOCATIONS ARE TO BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.

(ONE CALL - DIAL 811)

State:	Montana
County:	Yellowstone
Range:	24E
Twsp:	2S **Sec: 09**

Nemont Telephone Coop. Inc.	
Staked By: -	Date: -
As-Built By: -	Date: -
Revised By: -	Date: -
Revised By: -	Date: -

Nemont Telephone Cooperative, Inc.
61 Highway 13 South
P.O. Box 600
Scobey, MT 59263
Phone: 1-800-636-6680 Fax: 1-406-783-5283

As Staked

Project Telephone

Name:	Laurel Hut Site Plan
WO:	P220-0001-ABSK-BLNG
Exch:	Billings
Route:	
ROW:	Private
Section:	9

Rev# - P

N W E S

LOT WILL BE GRAVELED AND WEED FREE

PERIMETER BLACK CHAIN LINK FENCING

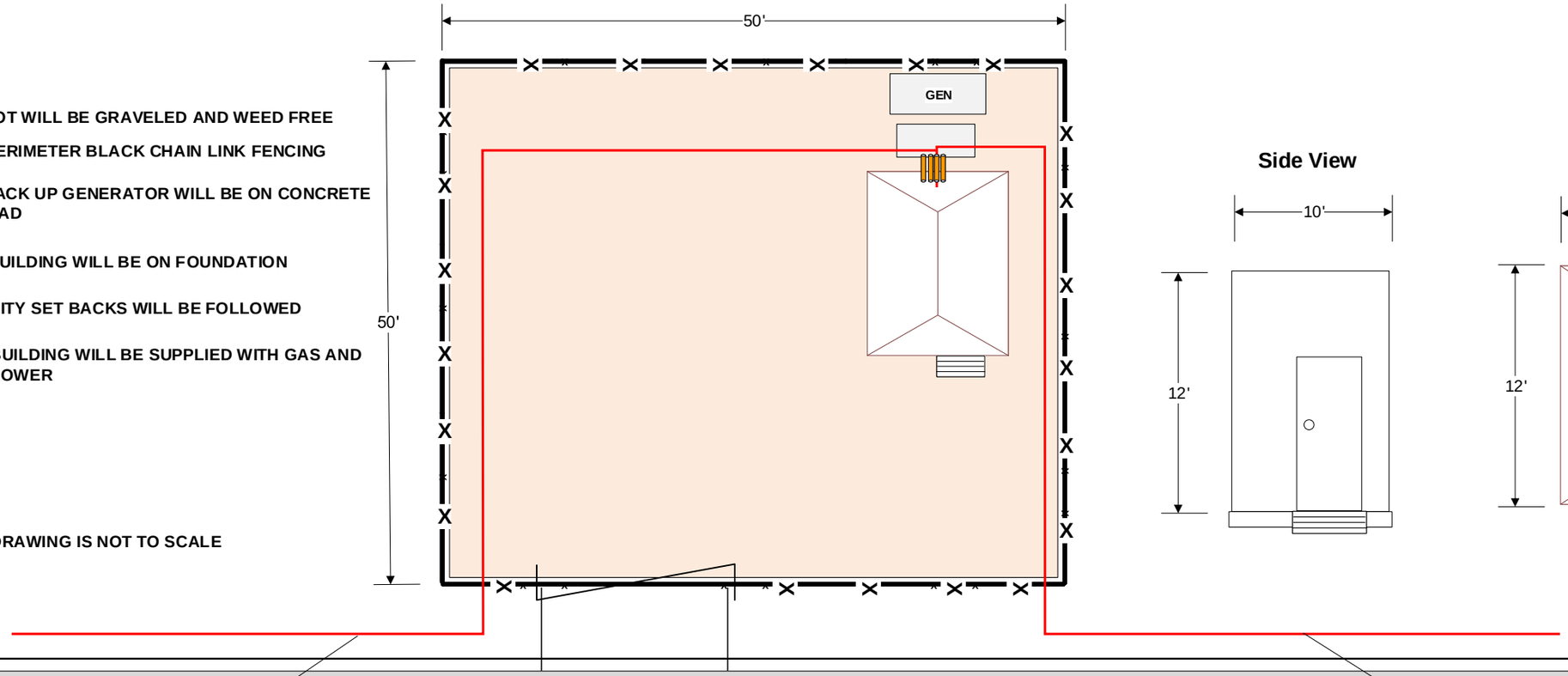
BACK UP GENERATOR WILL BE ON CONCRETE PAD

BUILDING WILL BE ON FOUNDATION

CITY SET BACKS WILL BE FOLLOWED

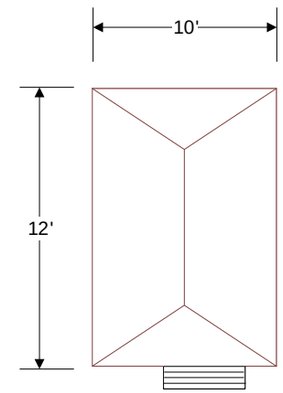
BUILDING WILL BE SUPPLIED WITH GAS AND POWER

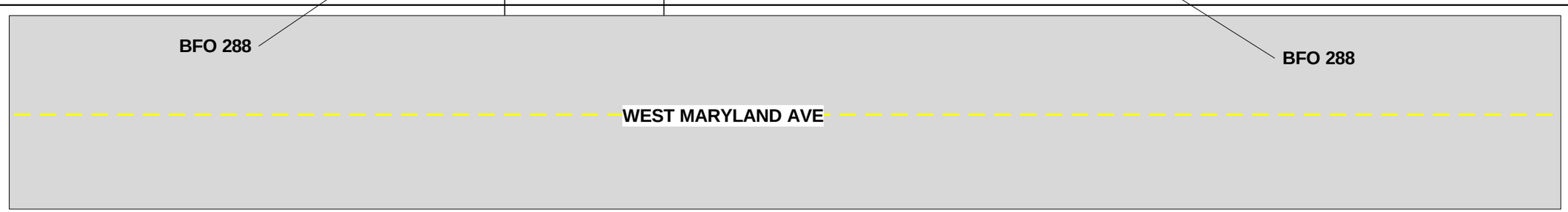
DRAWING IS NOT TO SCALE



Side View

Aerial View





CAUTION

KNOWN UTILITY LINES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. ALL EXACT LOCATIONS ARE TO BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION.

(ONE CALL - DIAL 811)

STAKING SHEET & PLANT RECORD

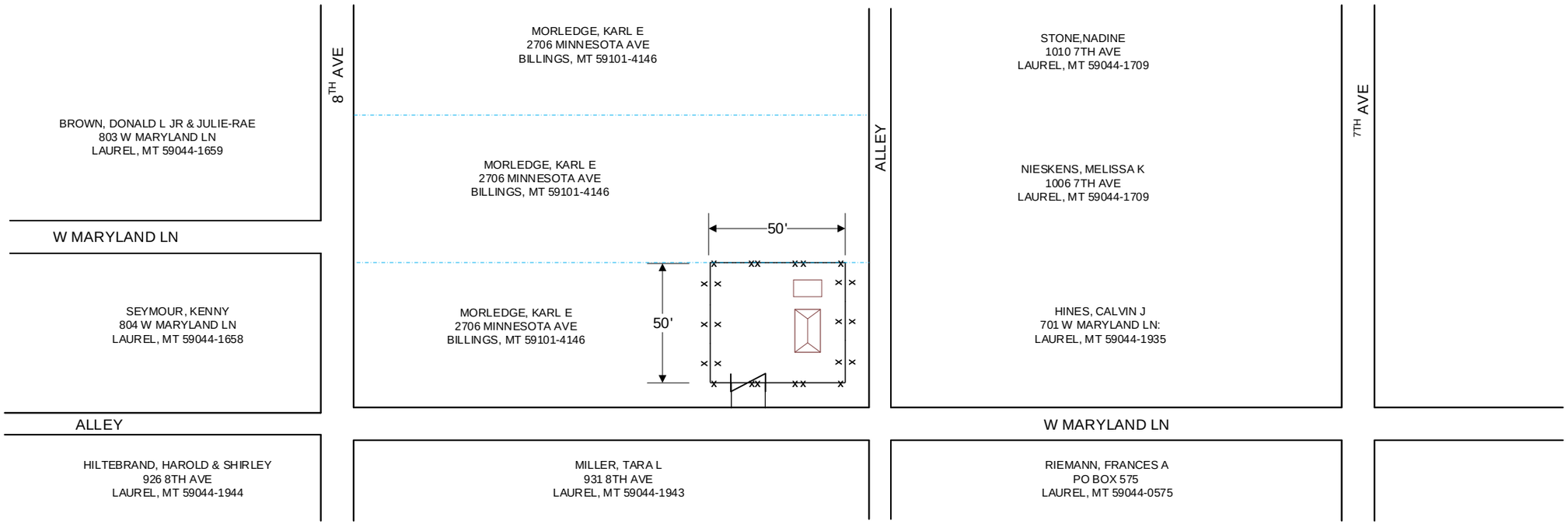
State: Montana
County: Yellowstone
Range: 24E
Twsp: 2S 9

Nemont Telephone Coop. Inc.	
Staked By: -	Date: -
As-Built By: -	Date: -
Revised By: -	Date: -
Revised By: -	Date: -

Nemont Telephone Cooperative, Inc.
61 Highway 13 South
P.O. Box 600
Scobey, MT 59263
Phone: 1-800-636-6680 Fax: 1-406-783-5283

As Staked
Project Telephone
Name: Laurel Hut Location
WO: P220-0001-ABSK-BLNG
Exch: Billings
Route:
ROW: Private
Section: 9
Rev# - P

N W E S

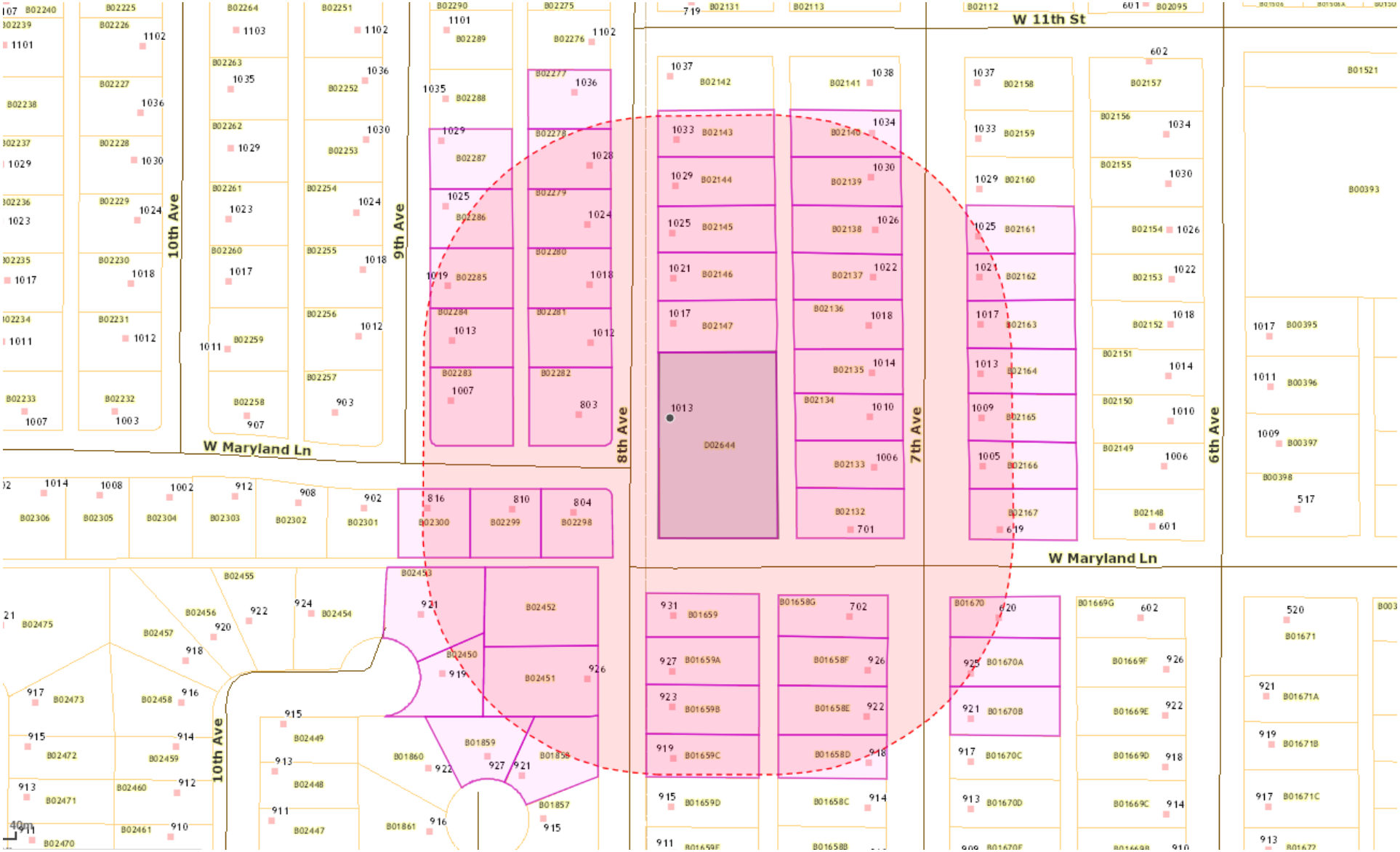


DRAWING IS NOT TO SCALE
PROPERTY LINES ARE APPROXIMATE

List of Property Owners within 300ft of 1013 8th Avenue, 8/13/2021

Owner name	Tax Code	Legal Description	Address
BROWN, DONALD L JR & JULIE-RAE	B02282	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 14	803 W MARYLAND LN
CAUFIELD ROCKY R & SANDRA	B02164	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 33 - 34	1013 7TH AVE
CERNOHLAVEK, JERRY W & COLLEEN A	B02146	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 29 - 30	1021 8TH AVE
CHARON, BRIAN	B02300	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 8, Lot 3	816 W MARYLAND LN
CLAVADETSCHER, KEIL J	B02283	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 15	1007 9TH AVE
CONRAD, MOLLY	B02138	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 13 - 14	1026 7TH AVE
DETIENNE, MARTIN E & MAXINE M	B02281	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 13	1012 8TH AVE
EDGMOND, BRENT S & MARTHA L	B01658F	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 13 - 14	926 7TH AVE
FAW, TAMIE J	B02277	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 9	1036 8TH AVE
FERGUSON, RUTH ANN	B02147	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 31 - 32	1017 8TH AVE
FORSBERG, PEGGY S	B02162	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 29 - 30	1021 7TH AVE
GAUTHIER, PEGGY	B02161	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 27 - 28	1025 7TH AVE
GIBSON, CODY M & AMANDA M	B02280	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 12	1018 8TH AVE
HARKINS, ELIZABETH ANN (RLE)	B02137	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 11 - 12	1022 7TH AVE
HARMON, TOM & BARBARA	B02284	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 16	1013 9TH AVE
HATTEN, DAVID E & BRENDA L	B02135	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 7 - 8	1014 7TH AVE
HENRY, CYNTHIA L	B01670A	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 6, Lot 19 - 20	925 7TH AVE
HILTABRAND, HAROLD & SHIRLEY	B02451	WILLOW CREEK SUBD, S08, T02 S, R24 E, BLOCK 2, Lot 9	926 8TH AVE
HILTABRAND, TOBY R	B01858	CASA LINDA SUBD, S08, T02 S, R24 E, BLOCK 1, Lot 4	921 CASA LINDA CIR
HILTEBRAND, HAROLD & SHIRLEY	B02452	WILLOW CREEK SUBD, S08, T02 S, R24 E, BLOCK 2, Lot 10	8TH AVE
HINES, CALVIN J	B02132	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 1 - 2	701 W MARYLAND LN
JANSMA, FRANCES N	B02167	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 39 - 40	619 W MARYLAND LN
JENSEN, BRANDON & MONICA	B02279	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 11	1024 8TH AVE
JEROME & HAZEL KLEIN LIVING TRUST	B02145	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 27 - 28	1025 8TH AVE

KRAITER, DARYL L	B01659C	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 23 - 24	919 8TH AVE
KRAITER, MICHAEL J	B01658D	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 9 - 10	918 7TH AVE
KRAUSE, E BRADLEY & JEANETTE G	B01670	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 6, Lot 17 - 18	620 W MARYLAND LN
KULESA, KENT	B02299	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 8, Lot 2	810 W MARYLAND LN
LEBRUN, LARRY W & PEGGY SUE	B02450	WILLOW CREEK SUBD, S08, T02 S, R24 E, BLOCK 2, Lot 8	919 10TH AVE
LUGO, VICTOR	B02139	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 15 - 16	1030 7TH AVE
MANLEY, BYRNE J III	B02136	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 9 - 10	1018 7TH AVE
MCCUE, SCOTT R & AMEE E	B01659A	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 19 - 20	927 8TH AVE
MERCIER, CODY	B01859	CASA LINDA SUBD, S08, T02 S, R24 E, BLOCK 1, Lot 5	927 CASA LINDA CIR
MILLER, TARA L	B01659	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 17 - 18	931 8TH AVE
MORLEDGE, KARL E	D02644	S09, T02 S, R24 E, C.O.S. 68, (.77 ACRES)	1013 8TH AVE
MOSBY, BLAINE M & KERI A	B02453	WILLOW CREEK SUBD, S08, T02 S, R24 E, BLOCK 2, Lot 11	921 10TH AVE
NELSON, JAMES R	B02140	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 17 - 18	1034 7TH AVE
NIESKENS, MELISSA K	B02133	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 3 - 4	1006 7TH AVE
O'DONNELL, LEE ANN	B02166	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 37 - 38	1005 7TH AVE
REHLING, VICKI L	B02144	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 25 - 26	1029 8TH AVE
RIEMANN, FRANCES A	B01658G	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 15 - 16	702 W MARYLAND LN
RISTE, KEVIN D & BECCI J	B01658E	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 11 - 12	922 7TH AVE
RUBASH, SHERRI L	B02278	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 10	1028 8TH AVE
SEYMOUR, KENNY &	B02298	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 8, Lot 1	804 W MARYLAND LN
SKAW, MATTHEW D & SHANELL D	B01659B	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 1, Lot 21 - 22	923 8TH AVE
SMITH, DARRELL R & RACHEL A	B02285	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 17	1019 9TH AVE
SNOWDEN, SCOTT F & MANDY L	B02287	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 19	1029 9TH AVE
STONE,NADINE	B02134	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 5 - 6	1010 7TH AVE
VOORHIS, RENEE &	B01670B	MOUNTAIN VISTA SUBD, S09, T02 S, R24 E, BLOCK 6, Lot 21 - 22	921 7TH AVE
WHITFIELD, WANDA LEE &	B02165	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 35 - 36	1009 7TH AVE
WIESNER, EUGENE F & MARIA P	B02286	CHERRY HILL SUBD, S08, T02 S, R24 E, BLOCK 6, Lot 18	1025 9TH AVE
WILKE, IRVING H & PAMELA K	B02163	MALIT SUBD, S09, T02 S, R24 E, BLOCK 4, Lot 31 - 32	1017 7TH AVE
WISECUP, MIKE S & GAYLE A	B02143	MALIT SUBD, S09, T02 S, R24 E, BLOCK 3, Lot 23 - 24	1033 8TH AVE


W 11th St
W Maryland Ln
W Maryland Ln
10th Ave
9th Ave
8th Ave
7th Ave
6th Ave
10th Ave
D02644

Project Telephone Company
Discover Us

8/10/2021

City of Laurel
PO Box 10
115 W. 1st Street
Laurel, MT 59044

RE: City of Laurel Hut location

Dear sirs;

This is a brief detail and scope of the work to be performed along 8th Ave and W Maryland Ln in Laurel, MT.

Project Telephone is bringing a transport fiber optic cable from our existing facilities in Absarokee through Columbus, Park City, Laurel and into our facilities on the Billings west end. We will have a hut in Columbus, Park City and need to have one in Laurel. This building or hut will regenerate the fiber optic light.

I have been working with Nick Altonaga, CFM, your Planning Director in searching for a lot or tract of land that will fit our needs.

The tract size needed is 50' x 50'. The building size is approximately 8'x12', similar in dimensions to a storage shed. It will be placed on a similar sized concrete foundation or pad. It will have power and natural gas ran to it. The 50'x50' tract will be fenced with black chain link fence and slatted if required. It will have a gate to allow vehicles egress into the lot. The interior of the lot will be graveled and free of vegetation. Snow removal will be done by Project Telephone. It will have a generator back up placed alongside the building on a concrete pad.

I understand that the City is looking for a new location for their booster pump station. The remainder of this lot would make a great location. I also know that the owner is willing to talk about this.

Please see attached staking sheets and supporting documents. Feel free to call with any questions. Thank you for this consideration.

Jim Tuell

OSP Engineer / ROW Agent
Project Telephone Company
Office (406) 783-2344
Cell (406) 620-7011

Chapter 17.21 - TELECOMMUNICATIONS TOWERS AND ANTENNAE*

Sections:

17.21.010 - Intent.

This chapter is established to regulate the placement of telecommunications towers and antennae within the Laurel zoning jurisdictional area (one mile outside the municipal limits).

(Ord. 01-2 (part), 2001)

17.21.020 - Standards for amateur radio antenna support structures.

A. Definitions. For the purposes of this chapter, the terms used shall be defined as follows:

"Amateur Radio Antenna" means a ground, building or tower-mounted antenna operated by a federally licensed amateur radio operator as part of the Amateur Radio Service, 49 CFR § 97 and as designed by the Federal Communications Commission (FCC).

"Amateur Radio Antenna Support Structure" means any structure or device specifically designed, constructed and/or erected for the purpose of attaching, mounting or otherwise affixing amateur radio antennae. The term includes the structure and any support thereto.

"Antenna Support Structure Height" means the vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure including any attached antennae. If the support structure is on a sloped grade, then the average between the highest and lowest grades shall be used in calculating the antenna height.

B. General Provisions. All amateur radio towers shall comply with the following requirements:

1. Amateur radio antenna support structures and antennae shall be located only within the rear yard and shall not be placed within any required setback and shall be located so as to minimize their impact on adjacent residential properties and adjacent rights-of-way while maintaining acceptable signal quality.
2. Amateur radio antenna structures and antennae exceeding six feet in height above grade (if ground-mounted) or above the roof or ridge of the building on which they are located (if building-mounted), shall require a building permit if located within the municipal limits of Laurel. If located within one mile of such municipal limits, applicants must provide evidence to the Laurel Code Enforcement Office that the device is adequately anchored, designed, and/or constructed so as to safeguard the general public and/or adjacent property from damaged in the event of failure of the device.
3. It is recommended that amateur radio antenna support structures be designed, installed, and maintained so as to blend into the surrounding environment through the use of color and alternative designs, except in instances where the color is dictated by the Federal Aviation Administration (FAA).
4. In accordance with the FCC's preemptive ruling PRB1, 101 FCC 2d 952 (1985), antenna support structures erected for the primary purpose of supporting amateur radio antennae may exceed height limitations of the underlying zoning.
5. Attachments to amateur radio antenna support structures, such as guy wires, shall not cross any property line or any existing or proposed easement.
6. No lighting shall be permitted on any amateur radio antenna support structures except as mandated by the FAA.
7. No signage (other than required warning signs) or displays of any type shall be permitted on any amateur radio antenna support structure.

C. Applicability. All amateur radio support structures and antennae located within the City of Laurel or its surrounding zoning jurisdictional area whether upon private or public lands shall be subject to this chapter. This chapter shall apply to amateur radio antenna support structures and antennae upon state and federal lands to the extent of the city's jurisdiction by way of law, pursuant to any memoranda of understanding or otherwise. Only the following facilities shall be exempted from the application of this chapter: Pre-existing amateur radio antenna support structures or antennae. Pre-existing amateur radio antenna support structures and pre-existing amateur radio antennae shall not be required to meet the requirements of this chapter, so long as said pre-existing antenna support structures and antennae have received all required approvals, permits, and exceptions prior to adoption of this chapter.

(Ord. 01-2 (part), 2001)

17.21.030 - Standards for wireless communications facilities.

A. Purpose. The purpose of this chapter is to establish regulations for the siting of antenna support structures and antennae on public and private property. The goals of this section are to:

1. Encourage the location of antenna support structures in non-residential areas and minimize the total number of antenna support structures throughout the community;
2. Strongly encourage the joint use of new and existing antenna support structures;
3. Require wireless communication facilities to be located, to the extent possible, in areas where the adverse impact on the community is minimal;
4. Require wireless communication facilities to be configured in a way that minimizes the adverse visual impact of the towers and antennae; and
5. Enhance the ability of the providers of wireless communication services to provide such services to the community, as quickly, effectively, and efficiently as possible.

B. Definitions.

"Abandoned antenna support structures" means any antennae or antenna support structures that are not utilized for the provision of wireless communications services for a continuous period of six months shall be considered abandoned.

"Alternative antennae support structure" means an antenna support structure designed to shield, conceal, or disguise the presence of antennae or towers and blend with the surrounding setting. Alternative structures may include, but are not limited to, unobtrusive architectural features on new or existing structures, utility poles, clock towers, flagpoles, and church steeples.

"Antenna" means any structure or device used for the purpose of collecting or transmitting electromagnetic waves, including but not limited to directional antennae, such as panels, microwaves dishes, and satellite dishes, and omni-directional antennae, such as whip antennae but not including satellite earth stations.

"Antenna support structure" means any structure or device specifically designed, constructed and/or erected for the purpose of attaching, mounting, or otherwise affixing antennae. Antenna support structures may include, but are not limited to, self-supporting lattice towers, guyed towers, or monopole towers. The term also includes radio and television transmission towers, microwave towers, common-carrier towers, cellular telephone towers, alternative antenna support structures, and the like. The term includes the structure and any support thereto. Land mobile radio and radio and television antenna support structures are regulated under Section 17.21.040 of this chapter.

"Antenna support structure height" means the vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure including any attached antennae. If the support structure is on a sloped grade, then the average between the highest and lowest grades

shall be used in calculating the antenna height. The height of roof-mounted antenna support structure height of building on which they are mounted.

"Antenna or Tower farm" means an antenna or tower farm is a tract of land that contains no more than three antenna support structures within seven hundred fifty linear feet of each other. No antenna support structures located in tower farms shall exceed one hundred ninety-nine feet in height. Legal tracts must be adjacent to each other to be included in this definition.

"Co-location" means the use of a wireless communications facility by more than one wireless communications provider.

"Commercial wireless communication services" means licensed commercial wireless telecommunication services including cellular, personal communications services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and similar services that are marketed to the general public.

"Equipment enclosure" means a structure, shelter, cabinet, or vault used to house and protect the electronic equipment necessary for processing wireless communication signals. Associated equipment may include air conditioning, backup power supplies, and emergency generators.

"Wireless communication facility" means an unstaffed facility for the transmission and/or reception of radio frequency (RF), microwave or other signals for commercial communications purposes, typically consisting of an equipment enclosure, an antenna support structure and one or more antennae. Amateur radio, land mobile radio, and commercial radio and television facilities are excluded from this definition.

"FAA" means the Federal Aviation Administration.

"FCC" means the Federal Communication Commission.

C. Applicability. All wireless communication facilities located within the City of Laurel and its one-mile zoning jurisdictional area whether upon private or public lands shall be subject to this chapter. This chapter shall apply to wireless communication facilities upon state and federal lands to the extent of the city's jurisdiction by way of law, pursuant to any memoranda of understanding or otherwise. Only the following facilities shall be exempted from the application of this chapter.

1. Amateur radio stations and antenna support structures;

2. Antennae and antenna support structures for land mobile radio and radio and television;

3. Pre-existing antenna support structures or antennae. Pre-existing antenna support structures and pre-existing antennae shall not be required to meet the requirements of this chapter, so long as said pre-existing antenna support structures have received all required approvals, permits, exceptions prior to adoption of this chapter.

D. Commercial Antenna Support Structures and Antennae Located in Residential Zoning Districts.

1. Antenna support structures and antennae shall be permitted as an allowed use in all residential zoning districts provided they meet all of the following criteria:

a. Alternative antenna support structures conforming to all applicable provisions of this chapter and roof-mounted antennae that do not add more than twenty feet to the total height of the building on which they are mounted shall be permitted as an allowed use only when located on school, government-owned utility, and other government sites.

Proposed antennae or antenna support structures that are contrary to this section are subject to the special review requirements of these zoning regulations. After the special review hearing and reaching its decision, the city-county planning board shall forward its recommendations to the city council for its decision.

b. Antennae co-located on existing or approved alternative antenna support structures or existing or approved antenna support structures that have previously received all required approvals and permits shall be permitted as an allowed use.

2. Antenna support structures and antennae shall be permitted in the Agricultural-Open Space (AO) zoning district provided the following conditions and all applicable setback, lot coverage, and building (commercial equipment enclosures) height requirements are met:

a. Antenna support structures conforming to all applicable provisions of this ordinance shall be permitted when:

(1) Located on school, government-owned utility, and government sites and alternative antenna support structures for roof-mounted antenna are used. Proposed antennae or antenna support structures that are contrary to this section are subject to the special review requirements of Laurel's Zoning Ordinance. After the special review hearing and reaching its decision, the city-county planning board shall forward its recommendations to the city council for its decision.

(2) Antenna support structures fifty feet or less in height.

b. Antenna support structures that are greater than fifty feet in height shall be required to obtain special review approval.

c. Antennae co-located on existing or approved alternative antenna support structures or existing or approved antenna support structures that have previously received all required approvals and permits shall be permitted as an allowed use.

d. Antennae or tower farms for antennae support structures fifty feet or less in height are permitted by special review.

E. Commercial Antenna Support Structures and Antennae Located in Commercial Zoning Districts.

1. Alternative antenna support structures shall be permitted as an allowed use in all commercial zoning districts.

2. Antenna support structures shall be permitted as an allowed use in all commercial zoning districts when located on school, government-owned utility, and other government sites. Proposed antennae or antenna support structures that are contrary to this section are subject to the special review requirements of Laurel's Zoning Ordinance. After the special review hearing and reaching its decision, city-county planning board shall forward its recommendations to the city council for its decision.

3. Antennae co-located on existing alternative antenna support structures or existing antenna support structures which have previously received all required approvals and permits shall be permitted as an allowed use in all commercial zones.

4. Antenna support structures and antennae located in Residential Professional (RP) that do not meet the requirements of preceding subsection E1, E2, and E3 shall be required to obtain special review approval.

5. New antenna support structures shall not be erected in the Community Entryway Zone. Antennae may be placed on existing antenna support structures and alternative antenna support structures that have previously received all required approvals and permits and meet the provision and requirements of this ordinance without obtaining permit zoning approval.

6. Antenna support structures and antennae located Neighborhood Commercial (NC), Highway Commercial (HC), Light Industrial (LI), Central Business District (CBD), Heavy Industrial (HI), and Public (P) zoning districts shall be permitted as an allowed use provided that the towers meet the requirements subsections E1, E2, and E3, or:

a. Roof-mounted antenna that do not add more than twenty feet to the total height of the building on which it is mounted shall be permitted as an allowed use. (See additional requirements for roof-mounted antenna in subsection (G)(10) of this section).

b. Antenna support structures fifty feet in height or less shall be permitted as an allowed use. Antennae or tower farms for antennae support structures fifty feet or less in height are permitted by special review.

c. Antenna support structures that are greater than fifty feet in height shall not be allowed in the CBD or HC Zones.

F. Antenna Support Structures Located in Parks. The presence of certain wireless communication facilities may conflict with the purpose of some city and county-owned parks. Wireless communication facilities will be considered only following a recommendation by the city-county planning board, the city parks committee, or the county board of park commissioners and approved by the city council. Factors that will be considered include:

1. Public parks of a sufficient scale and character that are adjacent to an existing commercial or industrial use;

2. Commercial recreation areas and major playfields; and,

3. Park maintenance facilities.

G. General Requirements. The requirements set forth in this section shall govern the location and construction of all wireless communications facilities governed by this ordinance.

1. Building Codes and Safety Standards. To ensure the structural integrity of wireless communication facilities, the owner of a facility shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for such wireless communication facilities, as amended from time to time.

2. Regulatory Compliance. All wireless communication facilities must meet or exceed current standards and regulations of the FAA, the FCC, and other local, state or federal agencies with the authority to regulate facilities governed by this chapter. All wireless communication facilities must comply with all revised standards and regulations within the date established by the agency promulgating the standards or regulations.

3. Setbacks:

a. Antenna support structures adjacent to residential uses or zoning. Antenna support structures must be set back from all property lines a distance equal to one-half the height of the structure from any off-site residential structure or residentially-zoned lot. Accessory structures must maintain a minimum of a fifteen foot setback from any lot line adjacent to a residential structure or residentially-zoned lot, or the required setback of the zoning district where the antenna support structure is located, whichever is greater.

b. Commercial and Industrial Zoning Setbacks. Antenna support structures and accessory facilities must meet the minimum yard setback requirements, including arterial setbacks, for the commercial or industrial zoning district in which they are located.

4. Lot Coverage and Height. Antenna support structures and accessory structures shall not exceed lot coverage requirements for the zoning district in which they are located. Accessory structures shall not exceed the height restrictions for the zoning district in which they are located.

5. Fencing and buffering.

a. Fencing. A chain link or solid wood fence, or masonry wall at least six feet in height (eight feet if razor or barbed wire is to be used) shall be constructed and maintained around the perimeter of the antenna support structure site. Climb-proof shields can be substituted for a fence or wall around the structure. Solid fences, at least six feet in height, are required adjacent to residential uses and residentially-zoned property.

b. Landscaping. For all facilities the following will be required: a continuous evergreen hedge at least four feet in height when planted, shall be planted and maintained around the perimeter of the antenna support structure outside of the required fencing and spaced close together to provide a continuous visual screen. Shrubs shall also be planted and maintained around the guy anchors for visual screening purposes. A performance bond or letter of credit for one hundred fifty percent of the landscaping and fencing materials and labor costs shall be posted with the Laurel Code Enforcement Office, prior to zoning approval or issuance of building permit, to ensure the placement of required landscaping and fencing.

c. Commercial Landscaping. Landscaping requirements shall not apply to antenna support structures located in the Heavy Industrial (HI) zoning district.

d. Exceptions for Laurel Airport. If federal safety and security standards at the airport prevent an antenna support structure from being fenced or landscaped, preceding items (5)(a) and (5)(b) will not apply. Documentation of these standards must be submitted with the application.

6. Lighting. Antenna support structures shall not be artificially lighted unless required by the FAA or other local, state, or federal agency. If the FAA requires safety lighting, the use of red beacons is preferred to flashing strobe lights.

Security lighting on site may be mounted up to twenty feet high on the tower, and shall be directed towards the ground to reduce light pollution, prevent off-site light spillage, and avoid illuminating the tower. Cut-off security lighting must be used adjacent to residential uses or residentially zoned lots. When incorporated into the approved design of the facility, light fixtures used to illuminate sports fields, parking lots, or similar areas may be included in the facility.

7. Signage. Signage shall be limited to non-illuminated warning and equipment identification signs.

8. Co-location.

a. Antenna support structures should be designed in all respects to accommodate both the applicant's antennae and antennae for at least two additional comparable antennae if the antenna support structure is over one hundred feet in height or for at least one additional comparable antennae if the tower is between fifty feet and one hundred feet in height.

b. All new antennae must co-locate on existing or approved antenna support structures or alternative antenna support structures unless it can be demonstrated co-location is not feasible as provided for in subsection (K)(7) of this section.

9. Maintenance.

a. Equipment at a wireless communication facility shall be automated to the greatest extent possible to reduce traffic and congestion. Where the site abuts or has access to a collector or local street, access for maintenance vehicles shall be exclusively by means of the collector or local street.

b. All property used for the siting of an antenna support structure or antenna shall be maintained, without expense to the city so as to be safe, orderly, attractive, and in conformity with city codes including those regarding the removal of weeds, trash, and landscape maintenance.

10. Visual impact/aesthetics.

a. Wireless communication facilities shall either maintain a galvanized steel finish or (subject to any applicable standards of the FAA or other applicable local, state, or federal agency) be painted a neutral color or painted and/or textured to match the existing structure so as to reduce visual obtrusiveness.

b. If an antenna is installed on a structure other than a tower, the antenna and associated electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible. Antennae and antenna support structures may be mounted on existing buildings that are thirty feet or more in height above the street grade.

c. Roof-mounted antennae and antenna support structures shall not add more than twenty feet to the total height of the building on which they are mounted. Roof-mounted equipment shall be made visually unobtrusive to match existing air conditioning units, stair, elevator towers, or other architectural elements. Only monopole antennae support structures with omni-directional (whip) or low profile single-directional (panel) shall be installed on building roofs. Crow's nest antennae arrays are prohibited on rooftop structures.

d. Wireless communication facilities attached to new or existing structures shall be designed to blend with the structure's architecture and should be placed directly above, below, or incorporated with vertical design elements of a structure.

e. Wireless communication facilities shall be located as to minimize their visibility and not be placed within historic or scenic view corridors as designated by the Laurel city council or by any state or federal law or agency.

11. Antenna support structure separation. All antenna support structures over fifty feet in height, regardless of the zoning district in which the structure is located, shall be located at least one mile from any other antenna support structure that is over fifty feet. Up to three antenna support structures located within an approved wireless communication facility tower farm shall be located at least one mile from any other tower farm.

Exceptions to the terms of subsection (G)(11) of this section may be granted by the City of Laurel during the special review process when it is found that no existing or approved antenna support structure within the required separation distance of the proposed site can accommodate the applicant's proposed antenna; or a critical need exists for the proposed location, and it is technically infeasible to locate or co-locate structures at or beyond the required separation distance.

H. Nonconforming Wireless Communication Facilities. Antenna support structures and/or facilities in existence on the date of the adoption of these regulations, that do not comply with the requirements of these regulations, (nonconforming antenna support structures) are subject to the following provisions:

1. Nonconforming antenna support structures may continue their present use, but may not be expanded or increased in height without complying with these regulations, except as further provided in this section.

2. Nonconforming antenna support structures which are hereafter damaged and destroyed, by less than fifty percent of its replacement value, due to any reason or cause may be repaired and restored to their former use, location, and physical dimensions subject to obtaining a building permit and other necessary approvals thereof, but without otherwise complying with these regulations. If an antenna support structure is destroyed or damaged by more than fifty percent of its replacement, the antenna support structure must be brought into compliance with these regulations.

3. The owner of any nonconforming antenna support structure may make minor modifications in order to improve the structural integrity of the facility, to allow the facility to accommodate co-located antennae or facilities, or to upgrade the facilities to current engineering, technological, or communications standards without having to conform to the provisions of these regulations.

I. Modifications of Existing Wireless Communication Facilities That Meet the Requirements of These Regulations.

1. Minor Modifications. Minor modifications to facilities permitted under these regulations shall be approved by the city-county planning board so long as they comply with the original approved design. Minor modifications are as follows: the addition of more antenna arrays to any existing antenna support structure, so long as the addition of the antenna arrays add no more than twenty feet in height to the facility and the increase in height of the support structure is no greater than ten percent. Placement of additional antennae, up to the number the antenna support structure was originally designed to accommodate, shall be considered a minor modification.

2. Major Modifications. Major modifications to antenna support structures permitted under these regulations shall be approved through a special review. Major modifications are any that exceed the definition of minor modifications.

J. Abandonment. Wireless communications facilities will be considered abandoned if they are unused by all providers at the facility for a period of six months. Determination of abandonment shall be made by the city-county planning board which shall have the right to request documentation from the facility

owner regarding support or antenna usage. Upon abandonment, the facility owner shall have ninety days to:

1. Re-use the facility or transfer it to another owner who will re-use it; or
2. Dismantle the Facility. If the facility is not removed within ninety days of abandonment, the city may remove the facility at the facility and/or property owner's expense. If the facility is removed, city approval of the facility will expire.

If the facility owner is unable to remove the facility within the ninety days due to unusual circumstances, the city-county planning board may grant the facility owner an additional ninety days in which to comply with the requirements of this section.

K. Special Review Submittal Requirements. The applicant of new wireless communication facilities shall provide the following documentation for review by the city-county planning board:

1. A map to scale showing the service area of the proposed wireless communication facility and an explanation of the need for that facility;
2. A site/landscaping plan showing the following items;
   a. North arrow.
   b. The location and dimensions of all vehicular points of ingress and egress, drives, alleys and streets.
   c. Property boundaries and lot line dimensions.
   d. The locations and dimensions of all existing and proposed buildings, structures, and improvements including those that will be removed. All information must be labeled.
   e. Setbacks from all property boundaries for existing and proposed structures and buildings.
   f. Centerline and names of major and minor arterial streets relevant to the application.
   g. Elevation drawing of proposed wireless communication facility including the antenna support structure, antenna platforms and associated equipment enclosures. Also indicate the maximum number of antenna platforms that can be supported.
   h. Detailed landscaping plan of the site.
   i. Location of artificial light sources and the areas of illumination.
   j. Applications for tower farms shall include subsections (a) through (i) of this section and an overall development plan showing the location of future structures and equipment enclosures.
   k. Latitude, longitude, and height of proposed antenna support structures.

1. Other pertinent features as determined by the planning board or the city.

3. Area map showing the property boundaries of adjacent property and the location of existing buildings.

4. Inventory of existing and approved sites. Each applicant for one or more antenna support structure shall provide to the city-county planning board a map showing the locations and service area of existing and approved antenna support structures operated or utilized by the applicant, including specific information on the location, height, and design of each antenna support structure. The city-county planning board shall maintain an inventory of existing and approved antenna support structures, including specific information about the location, height, and design of each antenna support structure. The city may share such information with other persons, organizations, or governmental authorities.

5. Documentation of minimum light requirements from the FAA or other local, state or federal agency for the antenna support structure and/or antennae. Where applicable, applicant will provide documentation of the FAA airspace review and a copy of comments from the FAA.

6. When the applicant is a wireless service provider, proof that the applicant is licensed by the FCC to provide the wireless communication services that the proposed facility is designed to support.

7. Availability of suitable existing or approved antenna support structures. No new antenna support structure shall be permitted unless the applicant clearly demonstrates, in writing, to the reasonable satisfaction of the city that no existing or approved antenna support structure within the required separation distance of the proposed site can accommodate the applicant's proposed antenna. Closer separation distances may be approved if the applicant clearly demonstrates a critical need for the alternative location and the infeasibility of locating or co-locating wireless communication facility at or beyond the required separation distance. Evidence submitted to demonstrate that no existing or approved structure can accommodate the applicant's proposed antenna must include a discussion of the following items, if relevant:

   a. No existing or approved antenna support structures are located within the geographic area required to meet the applicant's engineering requirements;

   b. Existing or approved antenna support structures are not of sufficient height to meet the applicant's engineering requirements;

   c. Existing or approved antenna support structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment and cannot be reinforced to provide sufficient structural strength;

   d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing or approved antenna support structures, or the antenna on the existing or approved antenna support structures would cause interference with the applicant's proposed antenna;

   e. The fees or costs required to share an existing or approved antenna support structure or to adapt an existing or approved antenna support structures for sharing are unreasonable. Costs below new tower development are presumed reasonable;

   f. Property owners or owners of existing or approved antenna support structures are unwilling to accommodate the applicant's needs;

   g. The applicant demonstrates that there are other limiting factors that render existing or approved antenna support structures unsuitable;

8. Co-location Agreement. If co-location is feasible, the owner of the antenna support structure shall certify, prior to permit approval, that the owner will accept for co-location any FCC licensed wireless communication provider using compatible technology on commercially reasonable terms up to the antenna support structure's capacity to accommodate additional antennae. The applicant shall also include a statement on how requests for co-locators will be processed.

9. Effect of surrounding property values. The applicant must submit information that substantiates there will be no adverse effects on surrounding property values resulting from the proposed facility.

L. Special Review Uses.

1. A request for a special review shall be initiated by application to the city-county planning board and handled in accordance with the special review procedure provided in Section 17.68 of this code. The Laurel city council may issue special review approval under these sections provided it has determined that the requirements of this ordinance has been satisfied and, further, that the benefits of and need for the proposed wireless communication facilities are greater than possible depreciating effects and damage to neighboring properties.

2. In granting special review approval, the city council may impose additional conditions to the extent determined necessary to buffer or otherwise minimize adverse effects of the proposed wireless communication facilities on surrounding properties.

3. Expiration of Special Review Approval.

a. If located within the one-mile zoning jurisdictional area of Laurel, construction of the facility must be completed within one year of special review approval. If located within the city of Laurel, a building permit must be applied for within six months of special review approval and the project shall be completed within one year from the date the special review is granted by the city council. For the purpose of these regulations, the term standard of construction shall be defined as the installation of a permanent foundation for the antenna support structure. The city council may grant one six month extension of the period to start construction upon written request by the applicant.

b. The city council shall not approve an extension unless the development plan is brought into conformance with any relevant zoning regulations that have been amended subsequent to the original approval and unless the applicant provides adequate evidence that construction is able to begin within the time period sought. This evidence shall include, but not be limited to, the acquisition of any or all required government approvals and project financing, the city council may as a condition of approval of a special review establish the period of time such special review may remain in effect.

M. Appeals. Appeals from any decision of the city-county planning department, not requiring city council approval, may be taken by any person aggrieved by the decision to board of adjustment or to the city council pursuant to Section 17.64 of this code.

N. Nuisances. Wireless communication facilities, including without limitation, power source, ventilation, and cooling, shall not be maintained or operated in such a manner as to be a nuisance. (01-2 (part), 2001)

17.21.040 - Standards for land mobile radio and radio and television broadcast antennae and antennae support structures.

A. Purpose. The purpose of this section is to establish regulations for the siting of broadcast facilities, including land mobile radio services and radio and television broadcast antennae, antenna support structures, and associated equipment and buildings on public and private property. The goals of this section are to:

1. Encourage the location of broadcast facilities in non-residential areas and minimize the total number of antenna support structures throughout the community;
2. Strongly encourage the joint use of new and existing broadcast antenna support structures;
3. Require broadcast facilities to be located, to the extent possible, in areas where the adverse impact on the community is minimal;
4. Require broadcast facilities to be configured in a way that minimizes the adverse visual impact of antenna support structures and antennae; and
5. Enhance the ability of the providers of land mobile radio services and radio and television broadcast services to provide such services to the community as quickly, effectively, and efficiently as possible.

B. Definitions. For the purposes of this section, the terms used shall be defined as follows:

"AM" means amplitude-modulated broadcasting in the frequency band 535-1,705 kilohertz.

"Antenna/antenna support structure height" means the vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure including any attached antennae. If the support structure is on a sloped grade, then the average between the highest and lowest grades shall be used in calculating the antenna height.

"Broadcast antenna" means a ground, building or tower-mounted antenna operated as a land mobile radio service or as a broadcast radio and/or television service as defined by the Federal Communications Commission (FCC) under Code of Federal Regulations and subsequent title amendments:

(a) Title 47, Part 90 (47 CFR § 90) - Private Land Mobile Radio Services,

(b) Title 47, Part 73 (47 CFR § 73) - Radio Broadcast Services, which includes AM, FM, and Television Services, and

(c) Title 47, part 74 (47 CFR § 74) - Experimental Radio, Auxiliary, and Special Broadcast and Other Program Distributional Services;

"Broadcast antenna support structure" means any structure or device specifically designed, constructed, and/or erected for the purpose of attaching, mounting, or otherwise affixing antennae. Antenna support structures may include, but are not limited to, self-supporting lattice towers, guyed towers, or monopole towers. In this section, the term applies to land mobile radio service and broadcast radio and television transmission antenna support structures. The term includes the structure and any support thereto.

"Broadcast antenna or tower farm" means a tract of land that contains three or more broadcast or land mobile radio service antenna support structures, any two are spaced no more than seven hundred fifty linear feet of each other. Legal tracts must be adjacent to each other to be included in this definition. The term is inclusive of all antenna support structures, equipment enclosures, buildings, and any additions thereto.

"Broadcast facilities" means an unstaffed facility for the transmission and/or reception of radio signals for communications purposes, typically consisting of an equipment building or enclosure, an antenna support structure, and one or more antennae. This definition applies exclusively to land mobile radio fixed systems, and radio and television broadcast transmission facilities.

"FAA" means the Federal Aviation Administration.

"FCC" means the Federal Communications Commission.

"Land Mobile Radio Service (LMRS)" means a mobile service between base stations and land mobile stations or between land mobile stations as defined in Title 47, PART 90 (47 CFR § 90) - Private Land Mobile Radio Services.

C. Applicability. All land mobile radio service and radio and television broadcast antenna and antenna support structures located within the City of Laurel zoning jurisdiction whether upon private or public lands shall be subject to this chapter. This chapter shall apply to broadcast antenna and antenna support structures upon state and federal lands to the extent of the city's jurisdiction by way of law, pursuant to any memoranda of understanding or otherwise.

Pre-existing land mobile radio and radio and television broadcast antenna support structures and antennae shall not be required to meet the requirements of this chapter except as provided under Section 17.56 of this code, "Nonconforming broadcast facilities".

D. Broadcast antenna support structures and antennae located in residential zoning districts.

1. Land mobile radio and radio and television broadcast antenna support structures and antennae shall be permitted as an allowed use in all residential zoning districts provided they meet all of the following criteria:

   a. Alternative broadcast antenna support structures conforming to all applicable provisions of this ordinance and roof-mounted antennae that do not add more than twenty feet to the total height of the building on which it is mounted shall be permitted as an allowed use only when located on school, government-owned utility, and other government sites. Proposed antennae or antenna support structures that are contrary to this section are subject to the special review requirements of Laurel's Zoning Ordinance. After the special review hearing and reaching its decision, the city-county planning board shall forward its recommendations to the city council for its decision.

   b. Antennae co-located on existing or approved alternative broadcast antenna support structures or existing or approved broadcast antenna support structures, which have previously received all required approvals and permits shall be permitted as an allowed use.

2. Broadcast antenna support structures and antennae shall be permitted in the agricultural-open space (AO) zoning district provided the following conditions and all applicable setback, lot coverage, and building (commercial equipment enclosures) height requirements are met:

   a. Broadcast antenna support structures conforming to all applicable provisions of this ordinance shall be permitted when:

(1) Located on school, government-owned utility, and government sites and alternative antenna support structures or roof-mounted antenna are used. Proposed antennae or antenna support structures that are contrary to this section are subject to the special review requirements of Laurel's Zoning Ordinance. After the special review hearing and reaching its decision, the city-county planning board shall forward its recommendations to the city council for its decision.

(2) Broadcast antenna support structures fifty feet or less in height.

   b. Broadcast antenna support structures that are greater than fifty feet in height shall be required to obtain special review approval.

   c. Broadcast antennae co-located on existing or approved alternative broadcast antenna support structures or existing or approved broadcast antenna support structures that have previously received all required approvals and permits shall be permitted as an allowed use.

   d. Broadcast antenna or tower farms are permitted by special review.

E. Broadcast Antenna Support Structures and Antennae Located in Commercial Zoning Districts.

1. Broadcast antenna support structures fifty feet in height or less shall be permitted as an allowed use.

2. Broadcast antenna support structures that exceed fifty feet in height or the maximum height limitations in the underlying commercial and industrial zoning districts (whichever is greater) are permitted by special review.

3. Broadcast antenna or tower farms are permitted by special review, except in Entryway Zone and the CBD and HC zoning districts.

4. All broadcast antenna support structures located in heavy industrial (HI) shall be permitted as an allowed use, including broadcast antenna or tower farms.

5. All broadcast facilities located within the boundaries of an approved or pre-existing broadcast antenna or tower farm shall be permitted as an allowed use.

F. General requirements. The requirements set forth in this section shall govern the location and construction of all land mobile radio service and radio and television transmission facilities governed by this chapter.

1. Building Codes and Safety Standards. To ensure the structural integrity of broadcast facilities, the owner of a facility shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for such facilities.

2. Regulatory Compliance. All broadcast facilities must meet current standards and regulations of the FAA, the FCC, and other local, state or federal agencies with the authority to regulate facilities governed by this chapter.

3. Setbacks.

a. Broadcast antenna support structures adjacent to residential uses or zoning. Broadcast antenna support structures must be set back, from all property lines, a distance equal to one-half the height of the structure from any off-site residential structure or residentially zoned lot. Accessory structures, such as equipment enclosures or transmitter buildings, must maintain a minimum of a fifteen foot setback from any lot line adjacent to a residential structure or residentially zoned lot, or the required setback of the zoning district where the antenna support structure is located, whichever is greater.

b. Commercial and Industrial Zoning Setbacks. Broadcast antenna support structures and accessory facilities must meet the minimum yard setback requirements, including arterial setbacks, for the zoning district in which they are located.

c. Broadcast Facilities in Broadcast Antenna or Tower Farms. Antenna support structures and accessory facilities located in antenna or tower farms must meet the minimum yard setback requirements, including arterial setbacks, for the zoning district in which they are located.

4. Lot Coverage and Height. Broadcast antenna support structures and accessory structures shall not exceed lot coverage requirements for the zoning district in which they are located. Building and equipment enclosures shall not exceed the height restrictions for the zoning district in which they are located.

5. Fencing and Buffering.

a. Fencing. A chain link or solid wood fence, or masonry wall at least six feet in height (eight feet if razor or barbed wire is to be used) shall be constructed and maintained around the perimeter of the broadcast antenna support structure site. Climb-proof shields can be substituted for a fence or wall around the structure. Solid fences, at least six feet in height are required adjacent to residences and residentially zoned property. All AM broadcast antenna support structures must be surrounded by a suitable fence as required by FCC regulations.

b. Landscaping adjacent to residential uses and/or residential zoning. For broadcast facilities located in a residential zoning district, adjacent to a residential use, or adjacent to a residentially zoned parcel, the following will be required: a continuous evergreen hedge at least four feet in height when planted, shall be planted and maintained around the perimeter of the antenna support structure outside of the required fencing and spaced close together

to provide a continuous visual screen. Shrubs shall also be planted and maintained around the guy anchors for visual screening purposes. AM Broadcast stations are exempt from this requirement due to overriding FCC regulations regarding vegetation in ground radial systems.

A performance bond or letter of credit for one hundred fifty percent of the landscaping and fencing materials and labor costs shall be posted with the city to ensure the placement of required landscaping and fencing.

c. Commercial Landscaping. Landscaping requirements shall not apply to broadcast antenna support structures located in Agricultural-Open Space or approved broadcast antenna or tower farms.

d. Exceptions for Laurel Airport. If federal safety and security standards prevent a broadcast antenna support structure from being fenced or landscaped, items (5)(a) and (5)(b) of this subsection will not apply. Documentation of these standards must be submitted with the special review applications.

6. Lighting. Broadcast antenna support structures shall not be artificially lighted unless required by the FAA or other local, state, or federal agency. Security lighting may be placed on a support structure no higher than twenty feet above ground. Cut-off security lights must be used in or adjacent to residential areas to prevent light spillage onto adjacent property.

7. Signage. Signage shall be limited to non-illuminated warning and equipment identification signs unless otherwise required by the FAA and/or FCC.

8. Maintenance.

a. Equipment at a broadcast facility shall be automated to the greatest extent possible to reduce traffic and congestion. Where the site abuts or has access to a collector or local street, access for maintenance vehicles shall be exclusively by means of the collector or local street.

b. All property used for the siting of a broadcast antenna support structure or antenna shall be maintained, without expense to the city and/or county, so as to be safe, orderly, attractive, and in conformity with city and/or county codes including those regarding the removal of weeds, trash and landscape maintenance.

9. Visual impact/aesthetics.

a. Broadcast antenna support structures shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA or other applicable local, state, or federal agency, be painted a neutral color or painted and/or textured to match the existing structure so as to reduce visual obtrusiveness.

b. If a broadcast antenna is installed on a structure other than a tower, the associated electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the related equipment as visually unobtrusive as possible. Broadcast antennae and antenna support structures may be mounted on existing buildings that are thirty feet or more in height above the street grade.

c. Roof-mounted antennae and antenna support structures shall not add more than twenty feet to the total height of the building on which they are mounted. Roof-mounted equipment shall be made visually unobtrusive to match existing air conditioning units, stair, elevator towers or other background. Crow's nest antennae arrays are prohibited on rooftop structures.

d. Broadcast antenna or antenna support structures attached to new or existing structures shall be designed to blend with the structure's architecture and should be placed directly above, below or incorporated with vertical design elements of a structure.

G. Nonconforming broadcast facilities.

Broadcast facilities in existence on the date of the adoption of this chapter, that do not comply with the requirements of this chapter, are subject to the following provisions:

1. Nonconforming broadcast facilities may continue their present use, but may not be expanded without complying with these regulations, except as further provided in this section.

2. Nonconforming broadcast antenna support structures which are hereafter damaged and destroyed, by less than fifty percent of its replacement value, due to any reason or cause may be repaired and restored to their former use, location, and physical dimensions subject to obtaining a building permit and other necessary approvals thereof, but without otherwise complying with these regulations. If a broadcast antenna support structure is destroyed or damaged by fifty percent or more of its replacement the broadcast antenna support structure must be brought into compliance with these regulations.

3. The owner of any nonconforming broadcast antenna support structure may make minor modifications in order to improve the structural integrity of the structure, to allow the structure to accommodate co-located antennae, or to upgrade the facilities to current engineering, technological or communications standards, without having to conform to the provisions of these regulations.

H. Modifications of Existing or Broadcast Facilities That Meet the Requirements of These Regulations.

1. Minor Modifications. Minor modifications to facilities permitted under these regulations shall be approved by the city-county planning board so long as they comply with the original approved design. Minor modifications are as follows:

   a. The addition of one or more antenna arrays to any existing antenna support structure, so long as the addition of the antenna arrays add no more than twenty feet in height to the facility and the increase in height of the support structure is no greater than ten percent.

   b. Placement of additional antennae, up to the number the antenna support structure was originally designed to accommodate, shall be considered a minor modification.

   c. Repairs to or replacement of existing antennae or feedlines or support members (such as guy wires) are not considered modifications under this part.

2. Major Modifications. Major modifications to antenna support structures permitted under these regulations shall be approved through a special review. Major modifications are any that exceed the definition of minor modifications.

I. Abandonment. Broadcast facilities will be considered abandoned if they are unused by all providers at the facility for a period of six months. Determination of abandonment shall be made by the city-county planning board which shall have the right to request documentation from the facility owner regarding support or antenna usage. Upon abandonment, the facility owner shall have ninety days to:

1. Re-use the facility or transfer it to another owner who will re-use it; or

2. Dismantle the facility. If the facility is not removed within ninety days of abandonment, the city and/or county may remove the facility at the facility and/or property owner's expense. If the facility is removed, city and/or county approval of the facility will expire. If the facility owner is unable to remove the facility within the ninety days due to unusual circumstances, the city-county planning board may grant the facility owner an additional ninety days in which to comply with the requirements of this section.

J. Special Review Submittal requirements. The applicant of new broadcast facilities shall provide the following documentation for review by the city-county planning board:

1. A map to scale showing the service area of the proposed broadcast facility;

2. A site/landscaping plan showing the following items:

   a. North arrow.

b. The location and dimensions of all vehicular points of ingress and egress, drives, alleys and streets.

c. Property boundaries and lot line dimensions.

d. The locations and dimensions of all existing and proposed buildings, structures, and improvements including those that will be removed. All information must be labeled.

e. Setbacks from all property boundaries for existing and proposed structures and buildings.

f. Centerline and names of major and minor arterial streets relevant to the application.

g. Elevation drawing of proposed broadcast facility including the antenna support structure, antenna platforms and associated equipment enclosures.

h. Latitude, longitude and height of proposed antenna support structures.

i. Location of artificial light sources and the areas of illumination.

j. Applications for tower farms shall include items a through h and a general overall development plan showing the location of future structures and equipment enclosures.

k. Detailed landscaping plan of the site when applicable.

1. Other pertinent features as determined by the city.

3. Area map showing adjoining property boundaries and the location of existing buildings within a distance equal to the required setbacks as set forth in subsection (F)(3) of this section.

4. Documentation of minimum light requirements from the FAA or other local state or federal agency for the antenna support structure and/or antennae. Where applicable, applicant will provide documentation of the FAA airspace review and a copy of the comments provided by the FAA. Where an application has been filed with the FAA for the services proposed and decision on minimum light requirements by the FAA is still pending, submittal of a copy of the proposed application shall be sufficient to meet the requirements of the is paragraph.

5. When the applicant is a land mobile radio service provider, or a radio or television broadcaster, proof must be provided that the applicant is licensed by the FCC to provide the services that the proposed facility is designed to support or the applicant must prove the necessary application have been filed with the FCC and/or FAA for the services proposed, together with proof all filing fees have been paid.

K. Special review uses.

1. A request for a special review shall be initiated by application to the city-county planning board and handled in accordance with the special review procedure provided in Section 17.68 of this code. The city of Laurel may issue special review approval under these sections provided they have determined that the requirements of these regulations have been satisfied.

2. In granting special review approval, the city council may impose additional conditions to the extent determined necessary to buffer or otherwise minimize adverse effects of the proposed broadcast facilities on surrounding properties.

3. Expiration of Special Review Approval.

a. If located within the one-mile zoning jurisdictional area of Laurel, construction of the facility must be completed within one year of special review approval. Within the city limits, a building permit must be applied for within six months of a special review approval and the project shall be completed within one year from the date the special review is granted by the city council. For the purpose of these regulations, the term standard of construction shall be defined as the installation of a permanent foundation for the antenna support structure. The city council may grant one six month extensions of the period to start construction upon written request by the applicant.

b. The city council shall not approve an extension unless the development plan is brought into conformance with any relevant zoning regulations that have been amended subsequent to the original approval and unless the applicant provides adequate evidence that construction is able to begin within the time period sought. This evidence shall include, but not be limited to, the acquisition of any or all required government approvals and project financing, the city council may as a condition of approval of a special review establish the period of time such special review may remain in effect.

c. Small increases in the height of existing antenna support structures approved by special review may be approved by the city-county planning board on an administrative basis provided that the increase in the height of the antenna support structure is ten percent or less.

d. Special review approvals for broadcast antenna or tower farms shall not expire until such time as all facilities within the boundaries of the antenna or tower farm have been abandoned.

L. Appeals. Appeals from any decision of the city-county planning department, not requiring city council approval, may be taken by any person aggrieved by the decision to board of adjustment or to the city council pursuant to Section 17.64 of this code.

M. Nuisances. Wireless communication facilities, including without limitation, power source, ventilation, and cooling, shall not be maintained or operated in such a manner as to be a nuisance. (01-2 (part), 2001)

Chapter 17.68 - SPECIAL REVIEW PROCEDURE

Sections:

17.68.010 - Purpose of provisions.

Although each zoning district is primarily intended for a predominant type of use, there are a number of uses which may or may not be appropriate in a particular district depending upon all the circumstances of the individual case. For example, the location, nature of the proposed use, the character of the surrounding development, traffic capacities of adjacent streets, and potential environmental effects, all may indicate that the circumstances of the development should be individually reviewed. It is the intent of this section to provide a system of review of such uses so that the community is assured that the uses are compatible with their locations and with surrounding land uses, and will further the purpose of this title and the objectives of the Laurel comprehensive planning process.

(Prior code § 17.88.010)

17.68.020 - Application requirements.

An application for a special review may be filed by the property owner, contract purchaser, or his authorized agent. The application shall be filed with the zoning commission secretary and shall be submitted under the following conditions:

A. The application shall include, but not be limited to the following information:

1. A legal and general description of the tract(s) upon the special review use is sought;
2. A map showing the dimensions, acreage and location of the tract(s);
3. The name and addresses of the owner(s) of the tract(s) and their agents, if any and the names and addresses of property owners of record within three hundred feet of the property for which a special review has been requested; such list of property owners shall be so certified by the county clerk and recorder's office;
4. A site plan showing major details of the proposed development including but not limited to, the location of proposed and existing buildings and structures; off-street parking and loading; service and refuse areas; means of ingress and egress; landscaping; screening; signs and open space areas;
5. A time schedule for development;
6. Any other information the applicant believes will support his request.

B. An application for a special review shall be made on or before five p.m. of the first day of the month preceding the date of the public hearing before the zoning commission. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following day before five p.m.

(Ord. 94-15, 1994; prior code § 17.88.020)

17.68.030 - Evaluation responsibility—Consultation—Notification.

The planning director, upon receiving an application for a special review of an area or a particular place of property shall do the following:

A. Consult with other departments of the city or county to fully evaluate the impact of any special review upon public facilities and services including, but not limited to schools, drainage, traffic and related facilities;

B. Study each application with reference to its appropriateness and effect on existing and proposed land use, and references to the comprehensive plan;

C. Advertise twice in a newspaper of general circulation in the jurisdictional of the Laurel-Yellowstone city-county planning board at least fifteen days in advance of the time and place of the public hearing;

D. Notify, by mail, the applicant or his authorized agent at least five days prior to the date of the public hearing of the time and place of such hearing;

E. Notify, by mail, all property owners within three hundred feet of the exterior boundaries of the property subject to the special review of the time, date, place of the public hearing and the existing and proposed classification. Further, he may notify property owners within a radius of more than three hundred feet if he determines that the proposed use of the property would have a substantial environmental impact on surrounding land uses;

F. After the public hearing and as part of the public record, the planning director shall report his findings, conclusions and recommendations to the zoning commission.

(Ord. 94-16, 1994; prior code § 17.88.030)

17.68.040 - Zoning commission action.

A. After presentation to the zoning commission of the request for special review by the applicant, the zoning commission shall make a recommendation to the city council to:
   1. Grant the application for special review;
   2. Deny the application;
   3. Delay action on the application for a period not to exceed thirty days; or
   4. Grant the application subject to conditions and recommendations and give the reasons therefor.

B. Before approving a special review use, the zoning commission shall find that the contemplated use(s):

   1. Complies with all requirements of this section;
   2. Is consistent with the objectives and purposes of this title and the Laurel comprehensive planning process;
   3. Is compatible with surrounding land use or is otherwise screened and separated from adjacent land in such a way as to minimize adverse effects;
   4. Further the zoning commission shall consider and may impose modifications or conditions concerning, but not limited to the following:
      a. Street and road capacity,
      b. Ingress and egress to adjoining streets,
      c. Off-street parking,
      d. Fencing, screening and landscaping,
      e. Building bulk and location,
      f. Usable open space,
      g. Signs and lighting,
      h. Noise, vibration, air pollution and similar environmental influences.

(Ord. 94-17, 1994; Ord. 953, 1989; prior code § 17.88.040)

17.68.050 - City council action.

A. Before taking action on an application for special review, and after presentation of the zoning commission's report, the city council may hold a public hearing on the application.

B. The zoning commission may recommend to the council whether to hold a public hearing or not. In the event the city council holds its own public hearing on the application, then the recommendations of the zoning commission and the notice of public hearing before the city council shall both be published twice in the newspaper of general circulation in the jurisdictional area of the Laurel-Yellowstone city-county planning board with the first publication being at least fifteen days prior to the hearing.

(Ord. 94-18, 1994; prior code § 17.88.050)

File Attachments for Item:

4. Resolution - Resolution Of Intent To Approve The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel With Changes.

RESOLUTION NO. R21-____

RESOLUTION OF INTENT TO APPROVE THE APPLICATION FOR BITTERROOT GROVE TOWNHOMES, A SIXTY UNIT PLANNED UNIT DEVELOPMENT AS AN ADDITION TO THE CITY OF LAUREL WITH CHANGES.

WHEREAS, the Planned Unit Development Application ("PUD") was submitted to the City of Laurel by an agent for the property owner ("Petitioner") of Block 6, Lots 1-12, and Block 7, Lots 1-12, Nutting Brothers Subdivision, seeking approval for the Development Application to include annexation to the City of Laurel, zoning, and a variance to lot size; and

WHEREAS, Petitioner constitutes the owner of the entire property which is subject to the application submitted to the City for approval; and

WHEREAS, the Laurel City-County Planning Board reviewed the Planned Unit Development Application, at a duly advertised public hearing that was held on May 19, 2021 and a second subsequent public hearing on August 18, 2021; and

WHEREAS, the Laurel City-County Planning Board heard testimony from Petitioner and his Agents who spoke as proponents of the requests and testimony from individuals who resided near the proposed development area; and

WHEREAS, based on the evidence and testimony provided at the two public hearings the Laurel City-County Planning Board approved a motion to recommend the approval of the PUD application to the Laurel City Council with the following recommended changes:

1. The Property shall be cleared of personal property, debris, and refuse prior to final approval of the PUD and Variance application.
2. A landscaping and maintenance plan shall be submitted to and approved by the City after it finds the plan sufficient enough to ensure the development does not operate or become a nuisance.
3. The proposed Water system shall be approved by the contracted city engineer, KLJ Inc. and the Laurel Department of Public Works.
4. The proposed Wastewater system shall be approved by the contracted city engineer, KLJ Inc. and the Laurel Department of Public Works.
5. The proposed Stormwater system shall be approved by the contract city engineer, KLJ Inc. and the Laurel Department of Public Works.
6. Weed Management Plan shall be completed and approved by the Yellowstone County Weed District.
7. The alleyways within Blocks 6 and 7 of the Nutting Brothers Subdivision shall be abandoned via a petition to abandon.
8. Utility access easement documents shall be filed for the abandoned portions of Blocks 6 and 7 of the Nutting Brothers Subdivision.
9. A survey shall be filed aggregating the lots within Blocks 6 and 7 of the Nutting Brothers Subdivision.

10. Details on the legal description of the lots in the northwest corner of Block 6, Nutting Brothers Subdivision, shall be provided to the City in order to determine the scope of project.

WHEREAS, the City Council held a public hearing on July 13, 2021 on the proposed PUD application as well as the annexation and variance requests submitted by the Petitioner and sent the proposed development back to the Planning Board for further proceedings and work; and

WHEREAS, the City Council held a subsequent public hearing on September 14, 2021 in which it gathered public comment regarding the application and based upon the documents contained in the City's File, and testimony and evidence submitted during the public hearings, the City Council has determined it is in the City's best interest to consider the approval of the Petitioner's application subject to the changes and findings contained staff report dated August 25, 2021 being completed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Laurel hereby approves the Resolution of Intent to adopt the Bitterroot Grove Townhomes Planned Unit Development subject to the changes and conditions herein,

1. Petitioner's application for the Planned Unit Development known as the Bitterroot Grove Townhomes is under consideration of approval, subject to the changes contained in the Staff Report dated August 25, 2021, and findings specified herein being completed.

2. The City Council hereby adopts the changes, findings, and recommendations contained in the Staff Report dated August 25, 2021, as its findings and recommendations for future approval.

3. The City Council's intention to approve is specifically conditioned on the satisfactory completion of the changes, findings, and recommendations adopted herein.

4. Pursuant to City Ordinance, the City shall record this resolution, the development plan and any other associated agreements or documents with the Yellowstone Count Clerk and Recorder upon future approval.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 14th day of September 2021

APPROVED by the Mayor this 14th day of September 2021.

CITY OF LAUREL

_____

Thomas C. Nelson, Mayor

ATTEST:

_____

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

_____

Sam Painter, Civil City Attorney

LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT & FINDINGS OF FACT

TO: Laurel City-County Planning Board
FROM: Nicholas Altonaga, Planning Director
RE: Planned Unit Development – Bitterroot Grove Townhomes
DATE: August 25, 2021

DESCRIPTION OF REQUEST

A Planned Unit Development (PUD) application and supplemental was submitted by Forrest Mandeville of Forrest Mandeville Consulting and Engineering West on behalf of Darrel Dyer for the parcels at 1304 E. 8th Street, between Fir and Juniper Avenues. The Applicant has proposed the Bitterroot Grove Townhomes, a 60-unit Planned Unit Development with age-restricted units for those 55 and older. This PUD application also includes a request for annexation and a variance. The Application contains all the necessary components of the PUD, Variance, and Annexation applications. The property is currently owned by Elvira and James Cotter, with purchasing agreements in place. The property currently has a great deal of personal property, debris, and materials on site and is an overgrown state.

The Planning Board shall consider the Annexation and zoning of the parcels in question, as well as the preliminary plan approval of the PUD application with the related variance for project size.

Owner:	James Cotter, Elvira Cotter (Under Contract for sale)
Legal Description:	NUTTING BROS SUBD, S10, T02 S, R24 E, BLOCK 6, Lots 1 - 12, BLOCK 6, Lots 1 - 12
Subdivision size:	4.68 Acres
Existing Land Use:	Residential, Vacant
Proposed Land Use:	Residential Planned Unit Development

BACKGROUND AND PROCEDURAL HISTORY

1. A pre-application meeting for the Planned Unit Development took place on June 23, 2020 between the Applicant, their engineers, and City Staff.

2. The Application for the Planned Unit Development, Annexation, and Variance and their supporting documentation was submitted on March 15, 2021.
3. The City Staff Design Conference took place on April 27, 2021.
4. The Planning Director transmitted a letter of findings to the Applicant and their developer on May 7, 2021.
5. The Applicant and their developer resubmitted documents to the Planning Department on May 17, 2021.
6. The Planning Board held a public hearing on the proposed Planned Unit Development, Annexation, and Variance applications on May 19, 2021.
7. The Planning Director worked with the Applicant and their contractor to update the Annexation Agreement and HOA Bylaws as discussed at the May 19th meeting.
8. The Planning Board has scheduled a second public hearing on the proposed Planned Unit Development, Annexation, and Variance applications for June 16, 2021.
9. The Planning Board lacked a quorum at the scheduled public hearing on June 16, 2021.
10. The Planning Director forwarded the materials and documentation for the Bitterroot Grove Townhomes Annexation, Variance, and Planned Unit Development to the City Council on June 25, 2021.
11. The City Council held a public hearing on the Planned Unit Development, Annexation, and Variance applications on July 13, 2021
12. The City Council decided that the information provided was insufficient to approve the application and returned it to Planning Board for further review.
13. August 18, 2021 – Public Hearing Held for Planned Unit Development at Planning Board. Planning Board Members recommended the approval of annexation and preliminary approval of the Bitterroot Grove Townhomes Planned Unit Development with the stated conditions of approval.
14. September 14, 2021 – Laurel City Council shall hold a public hearing on the applications for Annexation and Zone Change, Planned Unit Development, and Variance.

STAFF FINDINGS

1. The Application for PUD, Annexation, and Variance contain all the necessary items.
2. Annexation has been requested to hook the property into the municipal water and wastewater system, as well as garbage pick-up.
3. A variance has been sought for the minimum size requirements of a Planned Unit Development stated in the Laurel Municipal Code.
    a. Laurel Municipal Code requires a minimum of 5 acres for a PUD
    b. The proposed PUD is 4.68 acres.
4. The Applicant has proposed private interior streets with gated entrances.
5. Gated entrances shall be accessible by all Laurel EMS, Fire, and Police departments, as well as code enforcement and public works where necessary.
6. The Applicant has proposed private internal water and sewer connections.
7. The Applicant has proposed a water meter building, to manage the interior water system of the development.

8. The proposed project would improve a largely vacant, blighted lot with a dense residential development.
9. The application includes bylaws for a townhouse association to manage the property.
10. The subsequent submittal of documents on May 17 included a landscaping plan and weed management plan.
11. An Annexation Agreement was provided with the application which specifies adjacent public improvements, development standards, and other requirements for annexation into the City of Laurel.
12. Updated site plans were submitted to the City detailing the water and sewer lines to be installed.

PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

LMC 17.32.020 – Review and Approval, Part D states:

"Within thirty days after the design conference, the application shall be reviewed by the city-county planning board and recommendations cased on the comments from the design conference and the criteria contained in the subdivision regulations shall be forwarded to the zoning commission. The comments from the design conference shall be forwarded to the planning board, zoning commission and developer within five working days after the conference."

RECOMMENDATIONS

The Planning Director recommends approval for the Annexation and Zone Change to PUD – 1 Planned Unit Development 1 with the following conditions.

1. The property and adjacent rights-of-way shall be cleared of personal property, debris, and refuse within 90-days of annexation approval.
2. The Annexation Agreement, Waiver of Right to Protest, and the City Council Resolution approving annexation shall be filed with the Yellowstone County Clerk & Recorder within 90-days of annexation approval.
3. All construction and installation of public improvements must be completed within two years of annexation.
4. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city a bond or letter of credit that equals 125% of the estimated engineering costs for the construction of improvements. If the property owner fails to construct the improvements or to obtain the agreed upon engineering, the city shall utilize the bond or letter of credit to pay for the construction, including engineering; In accordance with GASB-34, the Developer of Landowner shall provide the city the total cost and/or value of the improvements including, but not limited to, parks, sidewalks, curb and gutter, lift stations, and sewer and water lines, that are conveyed to the city.

The Planning Director recommends that Planning Board grant preliminary approval to the Planned Unit Development plan and variance with the following conditions:

1. The Property shall be cleared of personal property, debris, and refuse prior to final approval of the PUD and Variance application.
2. A landscaping and maintenance plan shall be submitted to and approved by the City after it finds the plan sufficient enough to ensure the development does not operate or become a nuisance.
3. The proposed Water system shall be approved by the contracted city engineer, KLJ Inc. and the Laurel Department of Public Works.
4. The proposed Wastewater system shall be approved by the contracted city engineer, KLJ Inc. and the Laurel Department of Public Works.
5. The proposed Stormwater system shall be approved by the contract city engineer, KLJ Inc. and the Laurel Department of Public Works.
6. Weed Management Plan shall be completed and approved by the Yellowstone County Weed District.
7. The alleyways within Blocks 6 and 7 of the Nutting Brothers Subdivision shall be abandoned via a petition to abandon.
8. Utility access easement documents shall be filed for the abandoned portions of Blocks 6 and 7 of the Nutting Brothers Subdivision.
9. A survey shall be filed aggregating the lots within Blocks 6 and 7 of the Nutting Brothers Subdivision.
10. Details on the legal description of the lots in the northwest corner of Block 6, Nutting Brothers Subdivision, shall be provided to the City in order to determine the scope of project.

ATTACHMENTS

1. PUD Written Statement
2. Annexation Application
3. Annexation Agreement (updated)
4. Waiver of Right to Protest (updated)
5. Variance Application and Request Letter
6. PUD Layout/Design
7. PUD Landscaping Plan
8. Bylaws of Bitterroot Grove Townhomes Association (updated)
9. Images of proposed townhome design
10. Planner Letter to the Applicant (dated 5/17/2021)
11. Comments from Ryan Welsh, Engineer at KLJ, on proposed Water/Sewer expansion (dated June 8, 2021)

Return to:
Darrell Dyer
PO Box 908
Laurel, MT 59044

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 20 _____, by and between BITTERROOT GROVE, LLC, PO BOX 908, LAUREL, MT 59044, hereinafter referred to as "DEVELOPER," and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the "CITY."

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

> Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned potion of Hazel Avenue between Blocks 6 and 7; according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as "Developer Tracts" as well as all adjacent public right-of-way.

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

WHEREAS, DEVELOPER desires to annex Developer Tracts to the City; and

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

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

1. *Roads and Access.* The Developer Tracts shall be accessible by private drives from Juniper Ave. and Fir Ave. Access will be controlled with gates, though EMS, fire, and law enforcement will have the necessary codes for access.

   DEVELOPER shall be responsible for the following improvements…

2. *Sanitary Sewer.* Developer Tracts shall be served by City of Laurel sewer lines located within undeveloped alleys in Blocks 6 and 7 of Nutting Bros. subdivision, and will comply with DEQ and City standards and requirements.

3. *Water.* Developer Tracts shall be served by City of Laurel water lines located within the Fir Ave. and Juniper Ave. rights-of-way, and the undeveloped 7th St. right-of-way, and will comply with DEQ and City standards and requirements.

4. *Storm Drain.* Developer Tract shall be served by the City of Laurel storm drainage system, pursuant to DEQ and City standards and requirements.

5. *Right-of-Way.* DEVELOPER shall expand Fir Ave and Juniper Ave with curb/gutter and sidewalk as part of this development.

6. *Future Intersection Contributions*. DEVELOPER shall be required to make cash-in-lieu contributions toward the improvement costs associated with the future intersection improvements, as outlined in an approved Traffic Impact Study (TIS) at the time of subsequent subdivision.

7. *Zoning.* Developer Tracts are part of a PUD reviewed and approved pursuant to Chapter 17.32 Laurel Municipal Code.

8. *Other Public Improvements.* For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver of Right to Protest the Creation of Special Improvement Districts filed concurrently herewith, to insure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof.

8. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, or policies that are applicable to the development, redevelopment, or use of the subject property.

9. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

10. *Attorney's Fees.* In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

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

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

"DEVELOPER" BITTERROOT GROVE, LLC

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as_____ of BITTERROOT GROVE, LLC, and who acknowledged to me that said DEVELOPER executed the same.

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

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

This Agreement is hereby approved and accepted by City of Laurel, this ___ day of _____, 20___.

"CITY" CITY OF LAUREL, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of_____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.

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

Approved as to Form:

_____
City Attorney

Upon Recording Please Return to:

City of Laurel
P.O. Box 10
Laurel, Montana 59044

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the owner and/or subdivider, in addition to all future owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for the construction of streets, street widening, street maintenance, sidewalks, curb and gutter, sanitary sewer lines, water lines, storm water and drains (either within or outside the area), street lights, street light maintenance, parks and park maintenance, and other improvements incident to the above which the City of Laurel may require.

This Waiver and Agreement is independent from all other agreements and is supported with sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. Pursuant to *MCA §76-3-608(7)*, this Waiver and Agreement shall expire 20 years after the final subdivision plat is recorded with the Yellowstone County Clerk and Recorder.

The real property hereinabove mentioned is more particularly described as follows:

NUTTING BROS. SUBDIVISION, BLOCK 6, LOTS 1-12, AND BLOCK 7, LOTS 1-12, AND ABANDONED POTION OF HAZEL AVENUE BETWEEN BLOCKS 6 AND 7

Signed and dated this _____ day of _____, 20__.
Subdivider/Owner

WAIVER-1

By: _____
Its: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of *BITTERROOT GROVE, LLC*, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

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

AFFIDAVIT OF WAIVER OF PROTEST
BEFORE THE CITY COUNCIL
OF THE CITY OF LAUREL, MONTANA

FOR THE ANNEXATION OF THE HEREIN DESCRIBED PROPERTY AND CREATION OF ANY FUTURE SPECIAL IMPROVEMENT DISTRICT

The undersigned hereby waives protest to the annexation of the property described below by the City of Laurel. Undersigned also waives their right to seek judicial review under M.C.A. § 7-2-4741 (2007), subsequent to the City's annexation of the below described property.

The undersigned hereby additionally waives protest to the creation of future Special Improvement District(s) created and/or formed for future street improvements including, but not limited to, paving, curb, gutter, sidewalk and storm drainage or any other lawful purpose.

This Affidavit is submitted pursuant to and as a part of the Annexation Agreement and future contemplated Subdivision Improvement Agreement (SIA) with the City of Laurel.

This Affidavit of Waiver shall run with the land and shall forever be binding upon the Grantee, their transferees, successors and assigns.

LEGAL DESCRIPTION OF THE PROPERTY:

"Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7"

DATED this _____ day of _____, 20_____.

Darrell Dyer, Bitterroot Group, LLC
_____
Grantee Name
(Company..)

STATE OF_____)
) ss.
County of _____)

On this _ day of _____, 20____, personally appeared before me, _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged the he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal on the day and year in this certificate first above written.

_____
Notary Public for the State of _____
Residing at:_____
My Commission Expires:_____

(SEAL)

RESOLUTION NO. R21-50

RESOLUTION APPROVING THE APPLICATION FOR BITTERROOT GROVE TOWNHOMES, A SIXTY UNIT PLANNED UNIT DEVELOPMENT AS AN ADDITION TO THE CITY OF LAUREL.

WHEREAS, the Planned Unit Development Application ("PUD") was submitted to the City of Laurel by an agent for the property owner ("Petitioner") of Block 6, Lots 1-12, and Block 7, Lots 1-12, Nutting Brothers Subdivision, seeking approval for the Development Application to include annexation to the City of Laurel, zoning, and a variance to lot size; and

WHEREAS, Petitioner constitutes the owner of the entire property which is subject to the application submitted to the City for approval; and

WHEREAS, the Laurel City-County Planning Board reviewed the Planned Unit Development Application, at a duly advertised public hearing that was held on May 19, 2021; and

WHEREAS, the Laurel City-County Planning Board heard testimony from Petitioner and his Agents who spoke as proponents of the requests and testimony from individuals who resided near the proposed development area; and

WHEREAS, based on the evidence and testimony provided at the hearing the Laurel City-County Planning Board approved a motion to recommend the approval of the PUD application to the Laurel City Council with the eleven conditions recommended by Staff as contained in the Staff Report dated June 24, 2021; and

WHEREAS, the City Council held a public hearing on July 13, 2021 on the proposed PUD application as well as the annexation and variance requests submitted by the Petitioner; and

WHEREAS, whereas the City Council gathered public comment regarding the application and based upon the documents contained in the City's File, and testimony and evidence submitted during the public hearing, the City Council has determined it is in the City's best interest to conditionally approve Petitioner's application subject to the eleven conditions contained in the Staff Report dated June 24, 2021; and

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

1. Petitioner's application for the Planned Unit Development known as the Bitterroot Grove Townhomes is hereby conditionally approved subject to the eleven recommendations contained in the Staff Report Dated June 24, 2021.

2. The City Council hereby adopts the findings and recommendations for approval contained in the Staff Report as its findings and recommendations for approval.

3. The City Council's approval is specifically conditioned on the findings and recommendations adopted herein.

Introduced at a regular meeting of the City Council on July 13, 2021, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel this 13th day of July 2021

APPROVED by the Mayor this 13th day of July 2021.

CITY OF LAUREL

_____
Thomas C. Nelson, Mayor

ATTEST:

_____
Bethany Langve, Clerk-Treasurer,

Approved as to form:

_____
Sam Painter, Civil City Attorney

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

Applicant is required to meet with the City Planner prior to filling out this application. All blanks of this application are to be filled in with explanation by the applicant. Incomplete applications will not be accepted.

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.

2. Applicant landowner's name: Darrell Dyer - Bitterroot Group, LLC
   Address: PO Box 908, Laurel, MT 59044
   Phone: 701-651-5572

3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)
   Legal description: Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7
   Lot size: 4.68 acres
   Present use: Residential and vacant land
   Planned use: 60 Unit Planned Unit Development Townhome Project (Bitterroot Grove Townhomes)
   Present zoning: R-200
   (Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])

4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

   Water Service:
   Location of existing main: Fir Ave (west side of site); Juniper Ave (east side); undeveloped 7th St right-of-way (south side)
   Cost of extension of approved service: $278,784 for water for entire PUD development
   How cost determined: Engineer Estimate
   Timeframe for installation: Summer 2021

   Sewer Service:
   Location of existing main: Undeveloped Alleys in Blocks 6 and 7, Nutting Bros. Subdivision
   Cost of extension of approved service: $201,603 for sewer for entire PUD development
   How cost determined: Engineer estimate

Timeframe for installation: Summer 2021
How financed: Privately Financed

Streets:

Is there any adjoining County ROW to the proposed annexation: Yes, 8th St. to the north, Fir Ave to the west, Juniper Ave to the east, ~~undeveloped 7th St to the South~~
Location of existing paved access: 8th St (north side), Fir Ave (west side), Juniper Ave (east side
Cost of paving: $218,156 for road improvements for entire PUD Development
How cost determined: Engineer Estimate
Timeframe for construction: Summer 2021

Other required improvements: Provide above information on attached pages. Sidewalk improvements at estimated cost of $31,000

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.

6. A written Waive of Protest must accompany this application, suitable for recording and containing a covenant to run with the land to be annexed, waiving all right of protest to the creation by the city of any needed improvement district for construction or maintenance of municipal services. This Waiver of Protest must be signed by the applicant **prior** to annexation by the city.

7. Requests for annexations are referred to the City-County Planning Board for recommendation to the City Council. Within 30 days after receiving the properly filled out application with all required accompaniments and after conducting a duly advertised public hearing, the City-County Planning Board shall make recommendation to the City Council as to this Request for Annexation. If more information is needed from the applicant during the review of the application, such application shall be deemed incomplete and the timeframe for reporting to the City Council extended accordingly, in needed.

8. A **non-refundable** application fee of $300 + $25.00 per acre (80 acres or less); $300 + $35.00 per acres (81 acres or more) must accompany the submission of this application.

The City Council of the City of Laurel, Montana, after review and consideration of this Application for Annexation, found such to be in the best interest of the City, that it complied with state code, and approved this request at its City Council meeting of _____ _____.

Form revised by City Attorney April 2008

INSTRUCTIONS

CITY-COUNTY PLANNING VARIANCE REQUEST

These application instructions cover appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

This application form is supplied by the City and must be returned to the City.

The following is a list of information required for submittal to be considered complete.

1. It is mandatory that you meet with the City Planner prior to applying. The City Planner will provide you with a map of the property owners within 300' that you must have certified by a title company.

2. Provide a plot plan drawn to scale on paper not larger than 11"x17" which includes all existing and proposed structures and proposed variance measurements.

3. A set of three mailing labels for each surrounding property owner within the 300 feet.

4. A detailed justification referring to the Laurel Municipal Code Chapter 17.60.020.

5. Application, with fee ($550 for residential; $1,100 for commercial), must be made on or before the first day of the month prior to the month it will appear before the Laurel City-County Planning Board.

The public hearing before the City-County Planning Board is held on the 3rd Wednesday of the month at 5:35PM. in the City Council Chambers at 115 W. 1st Street, Laurel. **Applicant or Applicant Representative must be present at the meeting.**

The Laurel City-County Planning Board makes a recommendation to the City Council. The City Council will review the application at Council Workshop and then make a decision on the Council agenda.

Laurel Variance Request Application

This application covers appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

The undersigned owner or agent of the owner of the following described property requests a variance to the Zoning Ordinances of the City of Laurel as outlined by the laws of the State of Montana.

1. Name of property owner: Bitterroot Group, LLC (Darrell Dyer)
2. Name of Applicant if different from above: Darrell Dyer
3. Phone number of Applicant: _____
4. Street address and general location: South of 8th St, between Fir Ave and Juniper Ave.
5. Legal description of the property: Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned portion of Hazel Avenue between Blocks 6 and 7
6. Current Zoning: R-200. Annexation and PUD requested as well
7. Provide a copy of covenants or deed restrictions on property.

I understand that the filing fee accompanying this application is not refundable, that it pays part of the cost of process, and that the fee does not constitute a payment for a variance. I also understand I or my agent must appear at the hearing of this request before the Planning Board and all of the information presented by me is true and correct to the best of my knowledge.

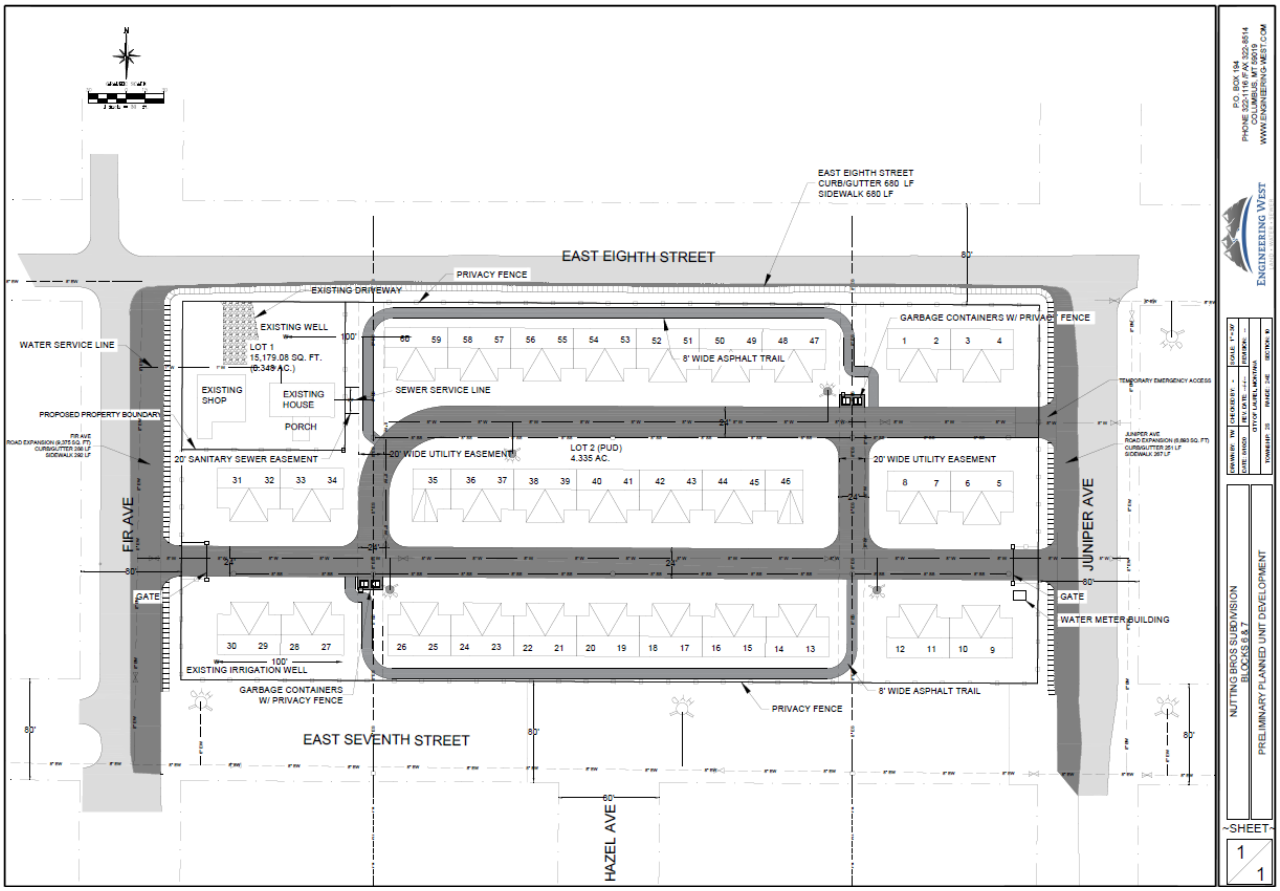
Signature of Applicant: _____

Date of Submittal: _____

VARIANCE REQUEST AND JUSTIFICATION

BITTERROOT GROVE TOWNHOMES
PLANNED UNIT DEVELOPMENT
DARRELL DYER

NUTTING BROS. SUBDIVISION
BLOCKS 6 & 7, PLUS ABANDONED PORTION OF HAZEL AVE.
LAUREL, MONTANA



MARCH 2021

Summary

The Bitterroot Group, LLC (Darrel Dyer), intends to create a 60-unit townhome development (Bitterroot Grove Townhomes) in Laurel, MT, on the south side of Eighth Street, between Fir Avenue and Juniper Ave. The development will utilize the Planned Unit Development (PUD) process, as outlined in the Laurel Municipal Code (LMC), Section 17.32.

The property is currently outside of Laurel city limits, and annexation has been requested. The property was split by an undeveloped portion of Hazel Ave, but abandonment has been conditionally approved by Yellowstone County. As a condition of approval for the Hazel Ave. abandonment, the landowner will resurvey the property to aggregate the property, as shown on the site plan.

Aerial of Site

Variance Request

Section 17.32.050(E) of the LMC requires PUDs have a minimum size of five acres. This request is to allow a variance to that requirement, allowing this 4.68-acre site to be reviewed as a PUD. The project area consists of two entire city blocks, plenty of area for a development of this type. The abandonment of Hazel Ave., as previously discussed, provides some more area, but to meet the five acre requirement, the alleys in Blocks 6 and 7 would have to be abandoned, as well as a portion of Seventh Street. There are existing utilities in these alleys and street rights of way, as well as a ditch

easement in the street right of way. It is the desire of the landowner to keep these utility lines intact and operational, not only for existing users but for this development as well. It is understood that the City also prefers to not abandon the alleys or 7th St.

Justification for Granting of the Variance

The granting of this variance is necessary to allow this townhome PUD development to move forward under the criteria set forth in the LMC. Allowing this development to be approximately 1/3 of an acre smaller than the required PUD size is an insignificant reduction and allows this land to be developed in a desirable manner.

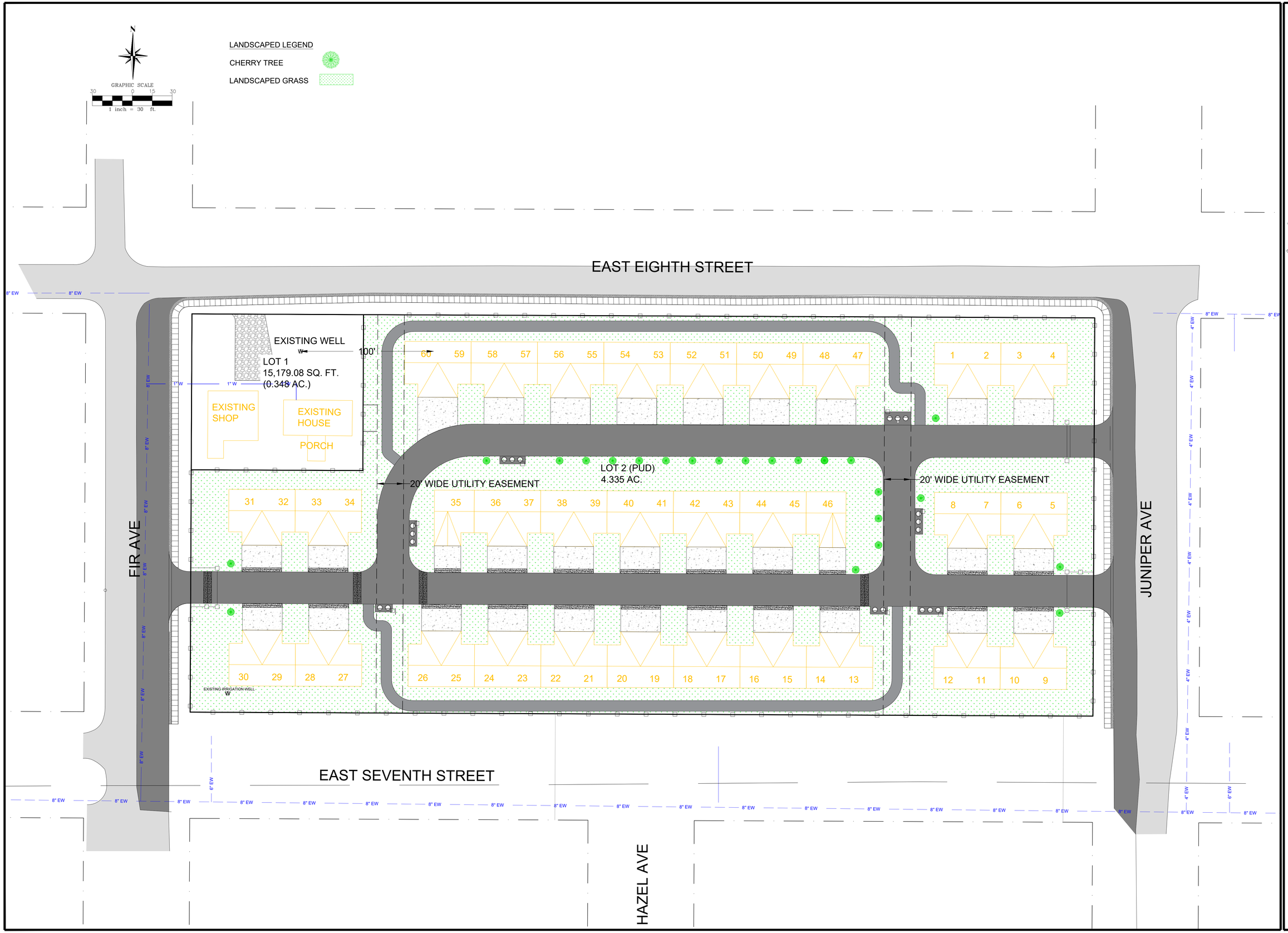
The granting of this variance is special and peculiar to this property and this application. The landowner owns nearly enough property to meet the required size, and additional land acquisition would be undesirable due to the presence of City-owned utilities and streets.

The basis for this variance request is not related to financial gain or loss of the landowner. This request simply allows for the PUD review process to be utilized for this development.

The hardship was not created by the applicant. In fact, the landowner has taken steps, such as the abandonment of Hazel Ave., to come as close as possible to meeting the size requirement.

This granting of this variance would be within the intent and purpose of the LMC, and would allow for an attractive development of the site.

The granting of this variance will not adversely impact or injure others. It is limited to this property, which is completely surrounded by City streets and rights of way. Existing utilities and infrastructure will be utilized and expanded as a result of this development.



P.O. BOX 194
PHONE 322-1116 /FAX 322-8514
COLUMBUS, MT 59019
WWW.ENGINEERING-WEST.COM

ENGINEERING WEST
LAND • WATER • SEWER

DRAWN BY: TW	CHECKED BY: --	SCALE: 1" = 30'	
DATE: 5/17/21	REV. DATE: --/--/--	REVISION: --	
CITY OF LAUREL, MONTANA			
TOWNSHIP: 2S	RANGE: 24E	SECTION: 10	

BITTERROOT GROVE TOWNHOMES

PLANNED UNIT DEVELOPMENT
LANDSCAPE PLAN

~SHEET~

1 / 1

Bitterroot Townhome PUD: Building Styles

The buildings within the Bitterroot Townhome PUD Development will be similar to the following examples. The development will include a variety of building styles to offer the development a certain amount of “personality” and to avoid the “cookie-cutter” appearance of tract housing.

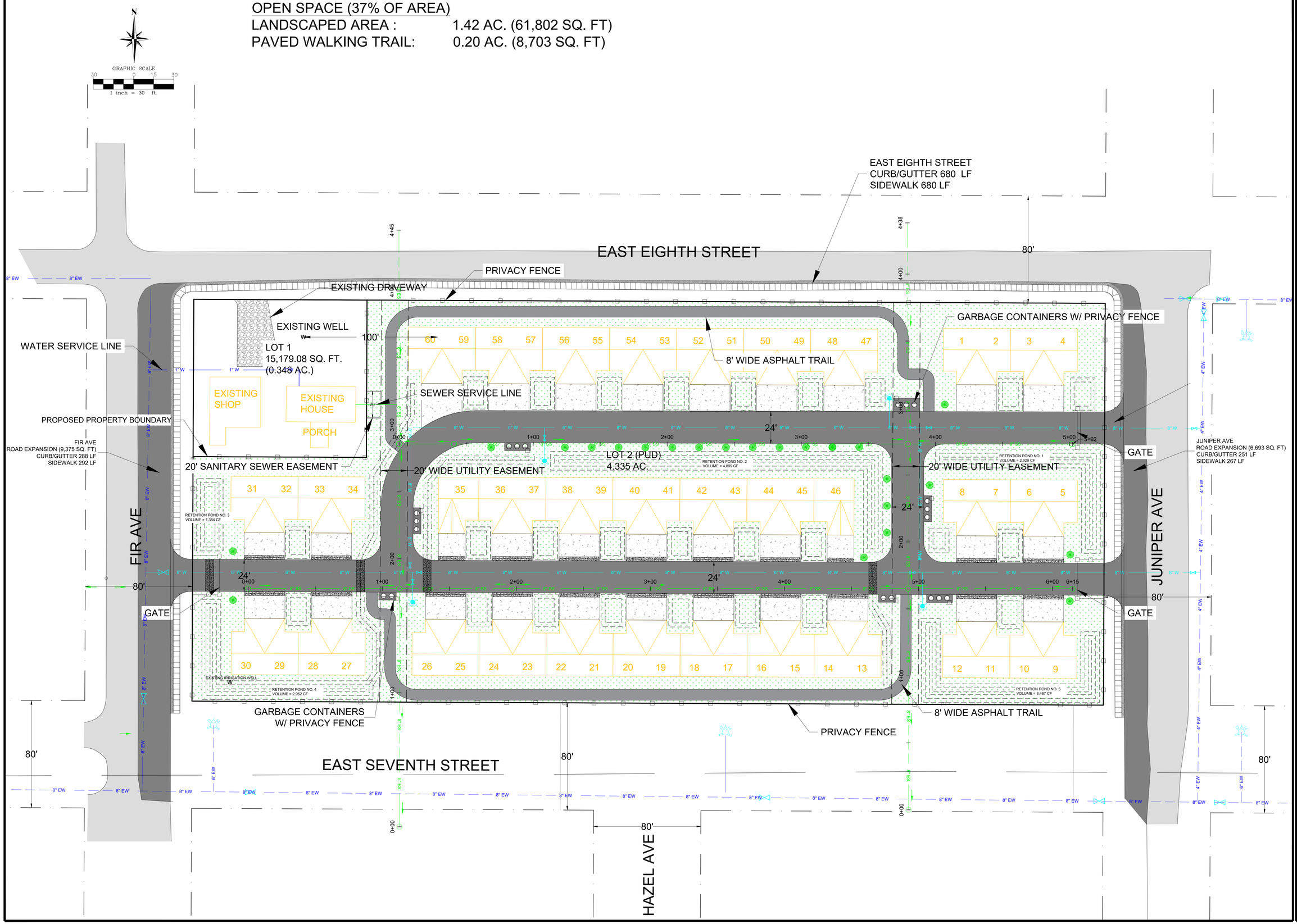

608


103
105


110


191
191

OPEN SPACE (37% OF AREA)
LANDSCAPED AREA : 1.42 AC. (61,802 SQ. FT)
PAVED WALKING TRAIL: 0.20 AC. (8,703 SQ. FT)



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DRAWN BY: TW	CHECKED BY: --	SCALE: 1" = 30'	
DATE: 5/17/21	REV. DATE: --/--/--	REVISION: --	
CITY OF LAUREL, MONTANA			
TOWNSHIP: 2S	RANGE: 24E	SECTION: 10	

BITTERROOT GROVE TOWNHOMES

PLANNED UNIT DEVELOPMENT

~SHEET~

1 / 1

Return To:
Darrell Dyer
112 3rd Ave
Laurel, MT 59044

BYLAWS OF BITTERROOT GROVE TOWNHOMES ASSOCIATION
A 55 AND OLDER COMMUNITY

1. APPLICABILITY QE BYLAWS.

The provisions of these Bylaws are applicable to The BITTERROOT GROVE which has been submitted to the provisions of the Montana Unit Ownership Act pursuant to the Declaration of Unit Ownership for said TOWNHOMES. BITTERROOT GROVE is located upon the following described real property located in Billings, Yellowstone County,

Montana:

NEW PLAT WITH NEW LEGAL TO BE RECORDED AND THAT LEGAL INSERTED HERE LAUREL MONTANA NUTTING BROS SUBDIVISION

All present or future owners, tenants, or any other person who might use the facilities of the above-described property in any manner, are subject to the provisions of these Bylaws. The acquisition, rental, or occupancy of any of the units will signify that these Bylaws are accepted, ratified, and will be complied with.

2. MEMBERSHIP. MEETINGS AND VOTING.

(a) Membership. Each unit owner shall be a member of BITTERROOT GROBE HOA, hereinafter called "the Association". However, if the ownership of any unit is vested in more than one person, and while each such owner shall be a member, the co-owners or joint owners of the unit shall be deemed to be one member for the purpose of voting and the determination of any required quorum. Developer shall be deemed the owner of each unit not yet sold, and shall have one vote for each such unit.

(b) Ownership. Ownership shall be determined according to the records of

THESE BYLAWS PROVIDE FOR BINDING ARBITRATION OF DISPUTES
the Clerk and Recorder of Yellowstone County, Montana, except that a personal representative, conservator, or trustee shall be deemed to be the owner of any unit owned or held by him or her in such capacity, whether or not the same shall have been transferred to his or her name by a duly recorded conveyance. Owners shall also include those purchasing units under purchase contracts

and who have an equitable interest in the unit as disclosed by the public record in the office of the Yellowstone County Clerk and Recorder, and in such an event, the equitable owner shall be considered as the only owner of such unit. Tenants shall be deemed to be owners only if the record owner has complied with the provisions of Section

70-23-102(16), MCA.

Cc) **Voting.** The owners of each unit shall be entitled to one vote per unit and the vote for any unit owned by more than one person shall be exercised as such co-owners may among themselves determine. Whenever a unit is owned by two or more persons, any one of such owners may vote in the absence of protest by the other or others. Votes may be cast in person or by proxy.

(d) **Proxies.** Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary on or before the appointed time of the meeting.

Ce) **Annual and Special Meetings.** The annual meeting of the Association shall be held on the first ____of _____of every year at ___

p.m. Additional regular and special meetings of the Association may be held at such times and places as shall be agreed upon by the unit owners. Notice of all meetings shall be given to each member personally or by mail, telephone, e-mail, or facsimile at least 10 days prior to the day named for such meeting. The presence, in person or by proxy, of owners of a majority of the units at such meetings of the Association shall be required for the transaction of any business by the Association.

The agenda for the annual meeting shall include the following:

(1) Determination of quorum;

(2) Approval of minutes of last annual meeting;

(3) Presentation of financial report for past year and budget for coming year;

(4) Report Board opinion of adequacy of limits on insurance coverage;

(5) Election of Directors;

(6) Appointment of Arbitrator, as provided below;

(7) Old business, if any; and

(8) New business.

Meetings shall be conducted in accordance with Roberts Rules of Order.

(f) Arbitrator. At each annual meeting, the owners shall mutually agree upon and appoint one person who is not a member to serve as Arbitrator for the Board and members for the coming year. In the event of a dispute or disagreement between the directors and members or between two or more members which cannot otherwise be resolved without a lawsuit, except non-payment of assessments, or other monies owed the Association the issue shall be presented to the Arbitrator and the decision of the Arbitrator shall be binding upon the Association, its members, and its Board of Directors. The Arbitrator shall be paid a reasonable amount for the arbitration services. If an Arbitrator is not selected by the members, one or more Arbitrators shall be appointed in the manner provided by the Montana Uniform Arbitration Act, or any successor to that Act. Claims of non-payment of assessments or other monies owed the Association and foreclosure of a lien for unpaid assessments or monies owed the Association are ~ subject to binding arbitration.

(g) Manner of Obtaining Approval of Unit Owners. Approval of all decisions and resolutions of the Association which require the approval of unit owners may be obtained by vote at an annual or special meeting, or by written ballot or petition, circulated among the owners.

3. BOARD QE DIRECTORS.

(a) Number of Directors. The affairs of the Association shall be governed by a Board of Directors composed of three owners. Directors shall be elected by the members, provided, however, that _____ shall serve as one of the three elected Directors until all units are sold by the Developers. After sale of all units, the number of Directors may be increased upon affirmative vote of 75% of the members entitled to vote.

Cb) Term of Office. Two Directors shall be elected at the first annual meeting of the Association for a one year term. _____, of , shall serve as the remaining Director for a two year term of office. Thereafter, the term of office of each Director shall be for two years, subject to the requirement that _____ must be one of these three Directors until sale of all units.

Cc) Nomination ~ Election. Except as otherwise provided above, candidates for vacant Director positions shall be nominated from the floor at each

annual meeting. Each unit owner shall be entitled to one vote for each vacancy in the Board of Directors; cumulative voting shall be permitted. If votes are cast by the owners of a majority of the units, the candidate(s) receiving the greatest number of votes shall serve for the term. If a quorum cannot be obtained for an annual meeting, the existing Directors shall continue to serve until the next annual or special meeting is held and new Directors are elected, or as an alternative, the existing Directors may contact members to determine who is willing to serve as a Director, and deliver a written ballot to all owners for voting. The ballot shall include the names of all owners willing to serve for the term(s) to be filled.

Cd) QUALIFICATIONS OF Directors. Directors must be members of the Association, or, in the case of partnerships, LLCs, LLPs and corporate members, a designated representative of the corporate member, partnership, LLP or LLC.

Ce) Compensation. No compensation shall be paid to Directors for their services as Directors unless salaries for Directors are approved by vote of one owner of each unit. However, Directors shall be reimbursed for actual expenses incurred in the performance of their duties.

(f) **Meetings.** Regular and special meetings of the Board of Directors may be held at such times and places as shall be determined by the Directors. Notice of such meetings shall be given by the Secretary to each Director and to the Treasurer and President of the Association, personally or by mail, telephone, facsimile, or e-mail at least three days prior to the day named for such meeting. If notice is given by e-mail, the Association shall maintain a record of all e-mails sent. A majority of the Directors shall be needed for a quorum and any action by the Board shall require approval of a majority of the Directors present at the meeting. Directors may have telephone meetings so long as all Directors are present or are given the opportunity to be present, and so long as each Director is able to speak to and be heard by the others. Unless otherwise agreed by all Directors, meetings of Directors shall be conducted in accordance with Roberts Rules of Order. In any event, all Directors shall be given an opportunity to briefly speak without repeated interruptions, and formal votes shall be taken and recorded. Information concerning major actions by the Board shall be promptly disseminated to all members of the Association in a manner to be determined by the Board. Owners may attend Board meetings, but their participation in the meetings may be limited to the extent determined by the Directors present at the meeting.

(g) **Powers and Duties**. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do

all acts and things as are not by law, the Declaration, or these Bylaws directed to be exercised by the members. In addition, the Board of Directors shall have the following powers and duties:

(1) To enforce the provisions of the Declaration of Unit Ownership and these Bylaws by appropriate action.

(2) To determine the amount of assessments payable by the unit owners for common expenses and to allocate and assess said expenses among unit owners in proportion to their respective interests in the common elements. Assessments shall include reasonable reserve funds. The Board shall have the authority to invest reserve funds in any manner not inconsistent with the needs of the Association.

(3) In its discretion, to impose special assessments for approved capital expenses and for emergencies as they are incurred.

(4) To send written notice of any change in the regular assessments and written notice of any special assessment to each owner at least 30 days before its due date.

(5) To record and foreclose a lien against any unit for unpaid assessments or other monies owed the Association by an owner or to bring an action at law against the owner personally obligated to pay the same.

(6) To adopt a schedule of late payment fees, with consent of 75% of the members entitled to vote.

(7) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(8) With consent of a majority of the unit owners, to adopt a schedule of fines for violation of the Declaration, these Bylaws, or the duly adopted rules and regulations of the Association.

(9) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(10) To procure and maintain insurance required or authorized to be purchased by the Association.

(11) To pay all debts of the Association.

(12) To grant and accept easements, permits, and licenses on behalf of all unit owners, as necessary for the proper operation of the project.

(13) To rent or lease the basement apartment, collect the rents, terminate the leases or rental agreements and take all usual actions of a landlord as permitted by the Montana Landlord-Tenant Act.

(14) To authorize occupancy of the basement apartment, rent free, to a manager or caretaker employed by the Association.

(14) To contract for repairs, maintenance, alterations, additions, and improvements which are the obligation of the Association.

(15) Upon written request from any person, agency or corporation having an interest or prospective interest in a unit, to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding tax year, at the requesting party's expense. The Board shall require that audit

expenses be paid in advance of beginning the audit.

(16) To review and approve or disapprove all requests from unit owners for consent to modify, alter, or add to any limited or general common element, and to remove or replace any unapproved modifications or additions at the expense of the offending unit owner.

(17) To file annual corporate reports with the Montana Secretary of State and to pay the required fee.

(18) To prepare income tax returns for the Association, if required by state or federal law, and to pay all taxes owed.

(19) To provide any notices required by these Bylaws or the Declaration of Unit Ownership for The Terrace.

(20) In its discretion, to delegate any of the above-mentioned powers and duties to one or more officers or employees of the Association or to an independent contractor or agent.

(21) To engage the services of a paid manager, managing agent or caretaker. If the Board hires a professional management agent, the contract with that agent must permit termination of the contract by either party, without penalty, after 90 day advance notice of termination is given.

(22) To supervise all officers, agents, and employees of the Association to ensure that they properly perform their duties.

(h) **Directors as Agent and Attorney-in-Fact for Unit Owners.** The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the unit owners of all of the units and for each of them to manage, control, and deal with the interests of such unit owners in the common elements, including the exterior of the building as necessary to permit the Board of Directors to fulfill all of its powers, rights, functions, and duties.

The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each unit owner, each mortgagee, other named insureds, and their beneficiaries, and any other holder of a lien or other interest in the

PUD TOWNHOME PROPERTY or the property to:

(1) Adjust and settle all claims arising under insurance policies purchased by the Board of Directors;

(2) Execute and deliver releases upon the payment of claims; and

(3) Act on their behalf in any condemnation proceeding or act of eminent domain.

The mortgagee and guarantor of the mortgage on any unit shall have the right to timely written notice of any condemnation or casualty loss that affects a material portion of the project or the unit securing its mortgage.

Ci) Resignation and Removal of Directors. Any Director, except _____, may be removed from office by the majority vote of the unit owners. In the event of resignation or removal of a Director, the vacancy shall be filled at a special meeting of the unit owners or by written ballot circulated among the owners in the manner provided for the election of Directors, with the person so elected serving the balance of the unexpired term.

4. **OFFICERS.**

(a) Board Elects Officers. The Board of Directors shall annually elect a President, a Secretary, and a Treasurer. The Board in its discretion may also elect a Vice-President. No two offices may be held by the same person except the offices of Secretary and Treasurer. The officers of the Association shall hold office at the pleasure of the Board and may be removed by the Board, with or without cause. In the event of a vacancy, the Board shall elect a successor at any regular meeting or at any special meeting called for such purpose. _____ shall serve as interim President and Secretary respectively until the first annual meeting of the Association.

Cb) Qualifications of Officers. Directors may also serve as officers but are not required to do so. Officers may be Directors, other members of the Association, or persons who are not members.

(c) Duties. The President shall preside at all meetings of the Association and of the Board of Directors, shall supervise the affairs of the Association and its officers, shall have all of the powers and duties usually vested in the office of President and shall also perform such other duties as from time to time may be imposed by the Board of Directors. The Vice-President, if any, shall act in the place of the President, and shall have such other duties as may be assigned by the Board of Directors. The Secretary shall keep all books and records of the Association and

the Board of Directors and record all minutes of meetings of both, shall keep a record of all members of the Association, and shall serve all required notices. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate itemized accounts of all receipts and disbursements in books belonging to the Association, in chronological order. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. All checks over $500.00 must be signed by two officers. Officers signing checks must be members of the Association. If the Association hires a manager, some of the duties may be delegated to the manager. However, the manager shall not have the right to sign checks.

(d) Compensation. Any officer may be compensated, in a reasonable amount, as determined by the Board of Directors.

5. LIABILITY OF OFFICERS AND DIRECTORS.

The Officers and Directors of the Association shall not be liable to the Association or any unit owner for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct or bad faith. Except to the extent that such damages and expenses are satisfied by Officer'S and Director's liability insurance, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that the person is or was an officer or director of the Association against damages and expenses, including attorney fees, judgments, fines and amounts paid in settlement incurred by the person in connection with such action, suit or proceeding, if the officer or director acted in good faith and in a manner the officer or director reasonably believed to be in, or not opposed to, the best interest of the Association. If not satisfied by insurance proceeds, such damages and expenses shall be a common expense.

6. INSPECTION QE RECORDS.

The books, records, and papers of the Association and a copy of the current Declaration of Unit Ownership, Bylaws, Articles of Incorporation, and rules and regulations, if any, for BITTEERROOT GROVE, shall be open for inspection by any unit owner and by holders, insurers, and guarantors of first mortgages on units at any reasonable time, after reasonable notice to the Secretary.

7. EMERGENCY ACCESS.

Directors and their manager, if any, shall have the right to enter any unit in case of an emergency originating in or threatening such unit whether or not the owner or occupant is present at the time.

8. INSURANCE.

(a) Except as otherwise provided in subsection (k) below, the Board of Directors shall insure all common element improvements, including every part of the building and all fixtures attached or affixed to any part of the building by screws, nails, glue, cement or other building material, against loss or damage by fire and other casualty in an amount representing the full insurable value thereof, less a deductible in an amount to be determined by the Board. Such insurance shall be "all-in" coverage. Works of art or purely decorative items normally not considered to be part of the real estate when A TOWNHOME unit is sold are not fixtures, even though temporarily attached to a wall with nails or screws.

(b) The Board of Directors shall purchase public liability and property damage insurance, insuring the Association and the unit owners for liability for personal injuries to, or the death of, any person, or damage to property resulting from the ownership, use, or occupancy of the

common areas, with policy limits to be determined by the Board, but no less than $1,000,000.00 per occurrence and $2,000,000.00 per aggregate.

(c) The Board of Directors shall purchase fidelity insurance coverage for all persons handling Association monies, naming the Association as insured, in an amount equal to the maximum funds held by the Association. If the Board employs a management agent, the agent must have its own fidelity insurance policy providing the same coverage required above.

(d) The Board shall purchase Officer's and Director's liability insurance covering each member of the Board and each officer of the Association; the amount of coverage shall be determined by the Board.

(e) The cost of all insurance purchased by the Association shall be a part of the common expense.

(f) All insurance policies shall be issued by an "A" rated or better company approved by FNMA; Directors shall seek to obtain the best insurance value, considering the coverage, the price, the financial stability of the insurer, and the history of the insurer in promptly and properly handling claims.

(g) In the event of a loss exceeding one thousand dollars ($1,000.00), all Association insurance proceeds shall be paid to the Board of Directors as trustee for disbursement.

(h) Each policy shall contain a standard mortgagee clause in favor of each mortgagee or trust indenture beneficiary, or contract of sale endorsements in favor of the contract sellers of any units and shall require the insurer to notify the Association, each unit owner, and each first mortgage holder, in writing, of any lapse, cancellation or substantial change to the policy at least ten days prior to the date on which such cancellation or change takes effect. Duplicate originals of all new insurance policies and of all policy renewals, together with proof of payment of premiums, shall be delivered to all mortgagees and contract sellers of units at least ten days prior to expiration of the current policies. THIS IS A 55 AND OLDER COMMUNITY THE ASSOCIATION MUST APPROVE ALL SALES TO ENSURE THE AGE RESTRICTIONS ARE MAINTAINED.

(i) The Board of Directors shall annually review the adequacy of limits of coverage of insurance policies, shall obtain an appraisal from an insurance company or other knowledgeable person or business of the full replacement value of the covered improvements, without deduction of depreciation, for the purpose of determining the amount of property insurance required under this section, and report its findings and opinion regarding insurance to the membership of the Association at its annual meeting.

(j) Insurance policies shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured.

(k) Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and provided that the

liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner. Insurance purchased by the Association shall not cover personal items, such as furniture or clothing inside the units. Owners must insure their personal property and obtain liability insurance to cover injury or damage occurring within their unit if they wish such insurance coverage. If any major improvements are made to the interior of a unit after initial purchase of the unit, those improvements (betterments) must be insured for fire or other casualty on the owner's personal insurance policy if the owner wishes to have insurance. Insurance on such betterments will not be purchased by the Association. Replacement of worn fixtures or equipment with similar new ones shall not be deemed a betterment.

(l) Insurance payments for a fire or other property loss insured by the Association shall be applied by the trustee to repair or replacement of the damaged property. In the event of loss to one or more but not all units, any amount needed to repair or replace the unit, in excess of insurance payments, shall be paid by the owner of that unit. If insurance proceeds exceed the replacement cost of the units, excess proceeds shall be credited to the accounts of all unit owners.

(m) The Association shall pay, as a common expense, the deductible amount for any property loss insured by the Association if the damage is only to the common elements. In all other cases, owners of the damaged units shall pay the deductible in proportion to the amount of the loss to each damaged unit reported on the insurance claim.

9. PROPERTY LOSS.

Property damaged by fire or other casualty must be repaired or rebuilt unless there is a total loss of all units, all unit owners agree not to rebuild, and there is agreement not to rebuild by mortgagees that represent at least 51% of the votes of the units that are subject to mortgages. Insurance payments for a property loss insured by the Association shall be applied by the Board, or its designated trustee, to repair or replacement of the damaged property except in the event of a total loss of all units and a decision not to rebuild. Units which are repaired or replaced after casualty shall conform in style, quality, and appearance to the unit as it existed prior to the casualty.

10. ASSESSMENTS FOR COMMON EXPENSES.

(a) When Assessments Begin. The owner of each completed unit shall be obligated to pay monthly and special assessments for common expenses beginning on the 1st day of the month following sale of the first unit by Developer.

(b) Amount. Prior to the annual meeting, the Board of Directors shall prepare an Association budget for the coming year. A copy of that budget, together with a statement of the amount of each monthly assessment for the coming year, shall be delivered to each unit owner at least one week before the annual meeting. Each monthly assessment shall equal the total estimated common expenses for the coming year, plus a reasonable reserve allowance for replacement of improvements, divided by twelve, multiplied by the percent of undivided interest in the common elements for the assessed unit. Assessments shall be due and payable on the first

day of each month. If an annual budget is not prepared as required, the monthly assessment due shall be equal to the amount of the monthly assessment for the previous year until changed by the Board of Directors. The regular monthly assessments may be changed by the Board at any time it determines that the change is necessary or advisable. Written notice of the amount of any changed monthly assessment shall be given to each unit owner at least 30 days in advance of the first payment due date for the assessment. Except for changes in the amount of the monthly assessments, no bills or other notices that monthly assessments are due need be given by the Association. Assessments must be based upon and computed by using the percentile interest that each unit owner has in the common elements.

Cc) Special Assessments. Special assessments may be made by the Board of Directors for capital improvements only upon an affirmative vote of ALL of the members entitled to vote. The Board may impose special assessments for unanticipated emergency expenses without a vote of the members.

(d) Interest and Late Fees. Assessments paid more than 10 days after the date when due shall bear interest at the rate of ten percent (12.0%) per annum from the date when due until paid; in addition, late paying owners shall be obligated to pay a late fee if a schedule of late payment fees has been adopted by the Board of Directors. All payments upon assessments shall be applied first to late fees, then to interest, and then to the earliest assessment due.

Ce) Record Keeping. All assessments collected by the Association may be commingled in **a single fund from which shall be paid the expenses for which the** assessments are made. Separate records of payments received shall be kept for each unit.

Cf) No Exemption from Payment. No unit owner is exempt from payment of any common expense by waiver of the use or enjoyment of those items paid for or by abandonment of the unit.

(g) Account Balance Transfers with Unit. No unit owner shall be entitled to receive the balance in that owner's assessment account upon sale of the owner's unit. The account balance shall pass with sale of the unit to the credit of the new unit owner. This provision shall not be deemed to prohibit a selling owner from collecting the balance of that owner's assessment account from a purchaser.

Ch) Remedies for Failure to Pay. The remedies for failure to pay assessments are set forth in the Declaration of Unit Ownership.

II. MAINTENANCE QE UNITS AND COMMON ELEMENTS.

Ca) Unit Owner Responsibilities. Every unit owner shall be responsible for all maintenance of and repairs to the owner's unit, for replacement of broken glass in the unit. Each owner shall be responsible for all damages to the other units adjoining caused or to the common elements resulting from failure to effect such maintenance and repair. Each unit owner shall be responsible for paying all taxes and assessments on his or her unit and for payment for all utilities provided to the unit, except water and sewer. All utility lines and pipes, fixtures, and

equipment serving only one unit shall be maintained, replaced, and kept in good repair by the unit owner.

All maintenance and repairs for which an owner is responsible shall be paid for by the owner. [In the event an owner or tenant fails or refuses to provide adequate maintenance or repairs, the Association may, after ten day advance written notice to the owner, enter into the owner's unit and make the needed repairs or do the maintenance, and charge the actual cost of such repairs or maintenance to the unit owner. Any such costs shall be a lien on the unit on which repairs were made or maintenance was done, and if unpaid, may be foreclosed in the same manner as a lien for common expenses.

Each owner shall use a reasonably high standard of care in maintaining their individual unit so that BITTERROOT GROVE will reflect a high pride of ownership. The Board of Directors of BITTERROOT GROVE Association shall be the final authority in determining whether an owner is providing adequate maintenance.

(b) Association Responsibilities. Except as otherwise provided above, the Association shall be responsible for any maintenance, repair, and replacement of common elements. The Association shall pay landscaping care, for snow removal from the STREETS and sidewalks, and for paving and striping as needed. The Association may employ personnel necessary for all required maintenance, upkeep, and repair. The Association shall use a reasonably high standard of care in providing such maintenance, management, and repair so that BITTERROOT GROVE will reflect a high pride of ownership.

12. **RESTRICTIONS OF USE.**

The following restrictions apply to use of all units and common areas:

(a) Types of Uses Allowed. The property shall be used only for residential purposes except that an owner may use a portion of the unit for an office so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other owner or occupant and provided the use complies with the applicable zoning ordinances of the City of Laurel. In addition, Developer shall have the right to maintain a sales office in the project until all units are sold.

(b) **Pets.** A maximum of one dog and one cat shall be permitted in each unit only if kept under the owner's control at all times. No pets shall be allowed to run loose on the common area. Owners shall be responsible for promptly cleaning up after their pets and for payment for any damage caused by their pets. Owners shall keep all pets on their property unless walking with a lease.

Any owner shall pay a fine, imposed by the Board, of $50.00 for a second violation of any of these pet restrictions and a fine of $100.00 for each violation thereafter. Such fines shall be a common expense, payable only by the offending unit owner. In addition, the Board may require an owner to permanently remove a pet from Bitterroot Grove property if the Board receives two bona fide complaints that the animal is a nuisance from one or more other owners within a six

month period. No reptiles shall be kept in any unit.

(c) Nuisances. No nuisances or unlawful activities shall be allowed on or within any unit or the common areas, nor shall any use or practice be allowed which interferes with the peaceful possession or allowed use of the property by others.

(d) Alterations to Building and Common Elements. Nothing shall be done in, on, or to any unit or in, on or to the limited or general common elements which will impair the structural integrity of the building. Except as otherwise provided herein, no unit owner or occupant shall erect or place any building or structure on any common area, add or remove landscaping, nor make any other additions or alterations to any common areas except in accordance with plans and specifications approved by the Board of Directors. If plans and specifications have not been approved in writing by the Board within 45 days after submission, they shall be deemed disapproved.

(e) Antennas and Satellite Dishes. No antennas or satellite dishes exceeding one meter in diameter or diagonal measurement, and no air-conditioning units, wiring, or any other device shall be installed on the exterior of the building or on common elements without prior written approval of the Board. Owners may install a small satellite dish or antenna not exceeding one meter in diameter or diagonal measurement on their terrace **or on the** roof **of the building without** prior approval of the BITTERROOT GROVE Board of Directors. The location of the satellite dish must comply with the ordinances of the City of Laurel..

(f) **Garbage.** All garbage and trash must be placed in the proper receptacles designated for refuse collection, and no garbage or trash shall be placed elsewhere on any common element.

(g) Noise Residents and their guests shall exercise care about making noise which may disturb other residents. No unit owner shall make or permit excessive noise between the hours of 11:00 p.m. and the following 7:00 a.m. if such noise shall disturb or annoy occupants of other units.

(Ii) Parking. Unit owners shall not park vehicles in such a manner as to block sidewalks or access to the street, or take up more than one parking space with a single vehicle, nor shall they permit any member of their family, guests, or tenants to do so. Junked or non-operational vehicles, boats and trailers, and motorhomes shall not be parked on common areas. Improperly parked vehicles may be removed at the owner's expense.

(i) Blocking Access. Owners shall not take or permit any occupant or guest to take any action which impairs pedestrian access to another unit or vehicle access to the parking area.

(j) Fire Prevention. No unit owner shall perform any act or store anything within a unit or on the common areas which might increase the rate of fire insurance for BITTERROOT GROVE or increase the probability of fire as a result of such act or the storage of such items.

Ck) Fines. The Board of Directors is hereby authorized to adopt a schedule of fines for violation of any of the provisions contained in this Section and for violation of any additional

rules and regulations adopted by the Board pursuant to Section 13 below, and to assess such fines against all owners who violate these provisions.

The owner of each unit shall be responsible for fines resulting from the conduct of the occupants of the unit and their guests. In the event any owner, any occupant, or a guest of any occupant fails to abide by the provisions of this Section, or the rules and regulations adopted pursuant to Section 13 below, the Board shall be entitled to recover from the unit owner all costs and attorney fees incurred by it in compelling compliance, including collection of fines imposed for violations, with or without initiating arbitration or filing a lawsuit. If an owner wishes to dispute the imposition of a fine against that owner, the owner must submit the dispute to the Arbitrator within six weeks after receipt of written notice of the fine; failure of an owner to submit the dispute to arbitration within six weeks shall be deemed an admission that the fine was properly imposed by the Board. All fines shall be a lien on the unit of the owner against whom they are imposed, and if unpaid, the lien may be foreclosed in the same manner as a lien for common expenses.

13. RULES AND REGULATIONS.

Administrative rules and regulations concerning the use of the common elements may be promulgated and amended by the Board of Directors with the approval of *A* **majority of the members** entitled to vote.

A copy of the current rules and regulations shall be provided to each unit owner by the Secretary of the Association, without cost, upon receipt of a request

the ref or.

14. WORKING CAPITAL.

The Developer, as agent of the Board of Directors, shall collect from the initial purchaser of each unit, at the time of closing, an initial capital payment equal to the Buyer's prorata share of insurance for the year plus an amount equal to the amount of the regular monthly assessments for two months. The Developer shall be entitled to retain the Buyer's pro-rata share of insurance for the current premium period if Developer paid the premium for the unit sold for that period; otherwise, the premium shall be paid to the Association's insurance agent. The remainder of each initial capital payment collected from the buyers shall be delivered to the Board of Directors to provide the necessary working capital for the Association. Such funds may be used for certain prepaid items, including initial maintenance, equipment, supplies, organizational costs, furnishings for common areas, other start up costs, and such other purposes as the Board of Directors may determine. These funds may not be used by Developer to defray any of its expenses, construction costs, or other financial obligations, and shall NOT be considered to be prepayment of regular monthly assessments.

In addition, at closing, the Developer shall collect from the initial purchaser of each unit the Buyer's pro-rata share of the assessment for that month.

15. LIABILITY QE THE ASSOCIATION AND UNIT OWNERS.

The Association shall not be liable to any unit owner or any occupant of a unit for any failure to provide services paid for as a common expense or for any uninsured injury or damage to person or property caused by the elements or resulting from water, snow, or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance, or equipment into a unit. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. This shall not be deemed to be a waiver of any liability between unit owners. No diminution or abatement of any assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements or from any action taken by the Association to comply with any law, ordinance, or order or directive of any government authority. The Association shall not be liable to any unit owner or any occupant of a unit for uninsured injury or damage to person or property caused by another unit owner. Any such liability shall be attributed solely to the responsible unit owner. The Association shall not be liable to any unit owner or any occupant

of a unit for uninsured personal injuries or uninsured injuries to property occurring on common elements.

16. AMENDMENT.

(a) Prior to sale and closing of __ units, these Bylaws may be amended by Developer. Each owner, by acceptance of a deed to any TOWNHOME shall be deemed to have approved any such amendment by Developer and to have granted to Developer the power, pursuant to Section 70-15-301, MCA, to make such amendments.

(b) These Bylaws may also be amended by the Association either in a duly constituted meeting called for such purpose or by written petition circulated among the owners. However, no amendment shall take effect without the approval of Developer until such time as all units have been sold by Developer. No amendment shall take effect unless approved by at least 75% of the unit owners entitled to vote and until a copy of the amendment, certified by the President and Secretary of the Association, is recorded in the office of the Clerk and Recorder of Yellowstone County, Montana. In all cases, however, the Bylaws shall always include those particulars required to be included therein by the Montana Unit Ownership Act.

(c) The consent of at least 51% percent of eligible mortgage holders shall be required for a change in any of the following:

(i) Changes in insurance requirements; and

(ii) Changes in any provisions which expressly benefit mortgage holders, insurers, or guarantors.

17. BYLAWS ARE COVENANTS.

The provisions of these Bylaws shall be covenants running with the land and shall be binding on all owners, their tenants, and guests for so long as the real property described herein is subject to the provisions of the Montana Unit Ownership Act.

18. ENFORCEMENT AND WAIVER.

These Bylaws may be enforced in the manner set forth in the Declaration of Unit Ownership for The Terrace, in these Bylaws or as otherwise authorized by Montana law. In the event the Board of Directors shall refuse or neglect to enforce the provisions of these Bylaws, the Declaration of Unit Ownership, or duly adopted rules and regulations, any unit owner shall have the right to do so.

Failure of the Association, its Board of Directors, or any of its members to enforce the provisions of these Bylaws or the Declaration of Unit Ownership of The

Terrace or any rules and regulations adopted by the Association shall not be deemed a waiver of the right to do so in the future.

The losing party in any lawsuit or arbitration proceeding brought to enforce these Bylaws or the Declaration or to foreclose a lien described in the Declaration or these Bylaws shall be obligated to pay the reasonable attorney fees incurred by the prevailing party, together with costs incurred in the lawsuit or arbitration proceeding. In the event the services of an attorney are used by the Association or its Board of Directors to enforce these Bylaws without filing a lawsuit or initiating arbitration, the party violating these Bylaws shall be obligated to pay the attorney fees incurred by the Association; the attorney fees shall be a lien on the unit of the violating owner. The lien may be enforced in the same manner as a lien for unpaid assessments for common expenses.

19. DEFINITIONS.

The terms used herein shall have the definitions set forth in the Declaration of Unit Ownership for BITTERROOT GROVE.

20. HEADINGS.

The headings used in these Bylaws are for convenience only and shall not be deemed to limit the provisions of these Bylaws.

21. NOTICE.

Except where otherwise provided in these Bylaws, any written notice required or provided for in these Bylaws or in the Declaration of Unit Ownership for BITTERROOT GROVE shall be hand-delivered or mailed to the last address provided by the owner to the Association. A notice sent by certified mail shall be deemed delivered three days after the date

when mailed, whether or not actually received by the owner to whom it was sent.

IN WITNESS W.FIEREOF, the undersigned, being the interim President and Secretary of the Association, have executed this instrument as evidence of the adoption of the aforesaid Bylaws by the Association and hereby certify that the foregoing is a true and correct copy of the Bylaws of the Association.

DATED this ____day of _____, 2007.

BITTEERROOT GROVE HOMEOWNERS ASSOCIATION

By:

_____, President

By:

_____, Secretary-Treasurer

18

STATE OF MONTANA)

ss.

County of Yellowstone)

On this ____day of _____, 2021, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the President of BITTERROOT GROVE HOMEOWNERS ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(print or type name of notary)
Notary Public for the State of Montana
(seal) Residing at Billings, Montana
My Commission Expires ____200~

STATE OF MONTANA)

ss.

County of Yellowstone)

On this ____day of _____, 2007, before me, the undersigned, a Notary Public for the State of Montana, personally appeared KEN TOLLIVER, known to me to be the Secretary-Treasurer of THE TERRACE HOMEOWNERS

ASSOCIATION, whose name is subscribed to the foregoing Bylaws and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(print or type name of notary)
Notary Public for the State of Montana
(seal) Residing at Billings, Montana
My Commission Expires ____,200

File Attachments for Item:

5. Resolution - Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue Located Between Blocks 6 And 7, As An Addition To The City Of Laurel, Yellowstone County, Montana.

RESOLUTION NO. R21-____

RESOLUTION OF ANNEXATION AND ZONING FOR NUTTING BROTHERS SUBDIVISION, BLOCK 6, LOTS 1-12 AND BLOCK 7, LOTS 1-12 AND THE ABANDONED PORTION OF HAZEL AVENUE LOCATED BETWEEN BLOCKS 6 AND 7, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.

WHEREAS, a Planned Unit Development Application was submitted to the City of Laurel by the owner ("Petitioner") of Block 6, Lots 1-12, and Block 7, Lots 1-12, Nutting Brothers Subdivision, seeking approval for such Development Application and annexation to the City of Laurel with zoning as provided by the Laurel Municipal Code; and

WHEREAS, Petitioner constitutes the owner of the entire property proposed to be annexed, as described below; and

WHEREAS, the Laurel City-County Planning Board reviewed the Planned Unit Development Application, including the request for Annexation and request for a variance from the minimum lot size requirement at a duly advertised public hearing that was held on May 19, 2021 and a subsequent public hearing that was held on August 18, 2021; and

WHEREAS, the Laurel City-County Planning Board heard testimony from Petitioner and his Agents who spoke as proponents of the requests and testimony from individuals who resided near the proposed annexation area; and

WHEREAS, based on the evidence and testimony provided at the hearing the Laurel City-County Planning Board approved a motion to recommend a conditional approval of annexation, zoning, and the requested variance to the Laurel City Council; and

WHEREAS, the City Council of the City of Laurel has determined that it is in the best interest of the City and the inhabitants thereof, and of Petitioner, that the following described territory be annexed to the corporate limits of the City of Laurel, with the zoning changed to Planned Unit Development 1 (PUD-1) upon annexation of the property and such annexation is conditioned as follows:

1. The property and adjacent rights-of-way shall be cleared of personal property, debris, and refuse within 90-days of annexation approval.
2. The Annexation Agreement, Waiver of Right to Protest, and the City Council Resolution approving annexation shall be filed with the Yellowstone County Clerk & Recorder within 90-days of annexation approval.

3. All construction and installation of public improvements must be completed within two years of annexation.
4. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city a bond or letter of credit that equals 125% of the estimated engineering costs for the construction of improvements. If the property owner fails to construct the improvements or to obtain the agreed upon engineering, the city shall utilize the bond or letter of credit to pay for the construction, including engineering; In accordance with GASB-34, the Developer of Landowner shall provide the city the total cost and/or value of the improvements including, but not limited to, parks, sidewalks, curb and gutter, lift stations, and sewer and water lines, that are conveyed to the city.

WHEREAS, Petitioner's variance request appears in the City's best interest since the requested variance a 5.0 acre minimum standard to 4.68 acre minimum is in the best interest of the City since the proposed development will create substantially needed housing out of land that is currently in a blighted state; and

WHEREAS, annexation of the property is conditioned on the City Council's approval of the Planned Unit Development Application and the satisfactory completion of all requirements and conditions imposed by the City Council; and

WHEREAS, the annexation and City responsibility for providing service to the property shall become null and void upon the City's denial of the Planned Unit Development Application or the Petitioner's failure to comply with the conditions contained in this resolution and imposed by the City Council's approval resolution.

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

1. Pursuant to MCA Section 7-2-Part 46 the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in the application for annexation as additionally described below.

2. The owner of record of the territory annexed to the City of Laurel has executed an application seeking such annexation.

3. The following described territory is hereby annexed to the City of Laurel:

   Block 6, Lots 1-12, and Block 7, Lots 1-12, and abandoned Hazel Avenue, Nutting Brothers Subdivision according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County.

4. That upon annexation the zoning designation of the above-described property shall be PUD-1 as provided by City Ordinance.

5. The petitioner's requested variance is hereby approved to allow a 4.68 acre size PUD rather than the standard 5.0 acre size as required by City Ordinance.

6. Petitioner shall provide a signed annexation agreement as a condition of annexation as provided herein.

7. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder.

8. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed complete and final.

9. Annexation of the property is conditioned on the City Council's approval of the Planned Unit Development Application and the satisfactory completion of all requirements and conditions imposed by the City Council with such approval; and

10. Annexation and the City's responsibility for providing service to the property shall become null and void upon the City's denial of the Planned Unit Development Application or the Petitioner's failure to comply with the conditions contained in this resolution and imposed by the City Council's PUD approval resolution.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ___ day of_____, 2021

APPROVED by the Mayor this ____ day of _____ 2021.

CITY OF LAUREL

_____
Thomas C. Nelson, Mayor

ATTEST:

_____

Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:

_____

Sam Painter, Civil City Attorney

File Attachments for Item:

6. Resolution - A Resolution Of Annexation And Approval Of Zone Change For The Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel, Subject To Conditions Imposed By The City

RESOLUTION NO. R21-

A RESOLUTION OF ANNEXATION AND APPROVAL OF ZONE CHANGE FOR THE CHERRY HILLS SUBDIVISION, THIRD FILING, AN ADDITION TO THE CITY OF LAUREL, SUBJECT TO CONDITIONS IMPOSED BY THE CITY.

WHEREAS, the property owner's agent ("Petitioner") submitted a Petition on the property owner's behalf, seeking annexation to the City of Laurel and a zone change from Residential Tracts to R-7500 zoning as provided by the Laurel Municipal Code; and

WHEREAS, Petitioner constitutes the owner of the entire property proposed to be annexed, as described below; and

WHEREAS, the Laurel City-County Planning Board reviewed the Petition for Annexation and requested zone change along with documents provided by Petitioner and City Staff and held a duly advertised public hearing on August 18, 2021; and

WHEREAS, the Laurel City-County Planning Board conducted the public hearing and gathered comments from proponents and opponents to the annexation and zoning requests; and

WHEREAS, based on the evidence and testimony provided at the hearing the Laurel City-County Planning Board approved a recommendation to the City Council for approval of the annexation request as well as the requested zone change, subject to the conditions contained in the Staff Report; and

WHEREAS, the City Council scheduled and conducted a public hearing on the Petition on September 14, 2021 and allowed both proponents and opponents of the Petition to provided testimony and/or evidence into the record prior to their decision; and

WHEREAS, based on the public hearing and all evidence presented and existing in the City File, the City Council of the City of Laurel has determined that it is in the best interest of the City and the inhabitants thereof, and of Petitioner, that the following described territory be annexed to the corporate limits of the City of Laurel, with the requested zone change, only if the conditions contained in the Staff Report dated August 25, 2021, attached hereto and incorporated herein, are satisfied by Petitioner.

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

1. Pursuant to MCA Section 7-2-Part 46 the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in the petition for annexation as additionally described below.

2. The owner of record of the territory annexed to the City of Laurel has executed a petition seeking such annexation.

3. The following described territory is hereby annexed to the City of Laurel:

Cherry Hills Subdivision 3rd Filing, consisting of 9.37 acres of property further described as follows:

S08, T02S, R24E, COS 3034, Parcel TR1, in N2(01), Yellowstone County, Montana.

4. That the requested zone change from Residential Tracts to R-7500 zoning for the above-described property is hereby approved. The Official Zoning Map for the City of Laurel shall be amended to reflect such change.

5. The Petitioner shall complete and satisfy all of the conditions contained in the Staff Report dated August 25, 2021, attached hereto and incorporated herein, before the annexation is finalized.

6. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder so long as the conditions of approval are satisfied.

7. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed complete and final.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana this 14th day of September 2021.

APPROVED BY THE MAYOR this 14th day of September 2021.

_____
Thomas A. Nelson, Mayor

ATTEST:

_____
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Sam Painter, Civil City Attorney

LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City-County Planning Board
FROM: Nicholas Altonaga, Planning Director
RE: Annexation and Preliminary Plat of the Cherry Hills Subdivision, 3rd Filing
DATE: August 25, 2021

DESCRIPTION OF REQUEST

Morrison-Maierle has submitted an annexation application and preliminary plat application for the Cherry Hills Subdivision, 3rd Filing on behalf of the property owner/developer. The proposed Cherry Hills Subdivision 3rd Filing is a 28-lot residential subdivision located on property west of Cherry Hills Drive and W. Maryland Lane in north-west Laurel. Approval of annexation and zone change would bring 9.37 acres of land into the City of Laurel and enable the proposed Cherry Hills Subdivision, 3rd Filing to connect to the City water, wastewater, and street system.

Owner:	Goldberg Investments LLP
Legal Description:	S08, T02 S, R24 E, C.O.S. 3034, PARCEL 1, IN N2 (01)
Address:	Approximately 1850 East 8th Street
Parcel Size:	9.37 acres
Existing Land Use:	Agricultural, vacant.
Proposed Land Use:	Residential Subdivision
Existing Zoning:	Residential Tracts
Proposed Zoning:	Residential 7500 (R-7500)

BACKGROUND AND PROCEDURAL HISTORY

- December 18, 2021 – Morrison-Maierle submit documents for annexation and subdivision pre-application meeting.
- January 7, 2021 - Pre-Application meeting with Morrison-Maierle and City Staff
- January 12, 2021 – Staff transmitted Pre-Application meeting summary letter to Morrison-Maierle staff.
- May 25, 2021 – Cherry Hills Subdivision, 3rd Filing Annexation application and preliminary plat application submitted to the City.

- June 11, 2021 – Laurel Planning Department transmitted the Element Review letter to Morrison-Maierle. All elements required by LMC Chapter 16, Appendix F were present in the application.
- July 8, 2021 – Laurel Planning Department transmitted the Sufficiency Review letter to Morrison-Maierle. All elements required by LMC Chapter 16, Appendix F were deemed sufficient to move the application forward. Certain comments were noted by the Planning Director from city various departments.
- August 18, 2021 – A Public Hearing was held at Planning Board. The Planning Board recommended the approval of the Annexation and Preliminary plat approval of the Cherry hills Subdivision, 3rd filing with the presented staff conditions.
- September 14, 2021 – Public hearing scheduled at City Council to review the annexation application and preliminary plat application to approve, conditionally approve, or deny the applications.

STAFF FINDINGS

1. Applicant has submitted an application for annexation and preliminary plat containing all the necessary components needed for both to move forward.
2. Applicant has provided additional details of subdivision plans and documents where necessary.
3. Applicant has worked with multiple city departments to determine effectiveness of the proposed utilities for the property.
4. Applicant has provided updated documents whenever required by City departments.
5. City staff determined that the applications for annexation and preliminary plat were sufficient to move forward to Planning Board and City Council.
6. City staff have found only minor issues with the applications that require conditions of approval prior to the final plat approval stage.
7. The public noticing requirements of LMC 16.03.030 have been met.

PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

LMC Chapter 16.03.040 - Staff and Agency Review:

A. Review Procedure Schedule. Upon receipt of a complete and sufficient major preliminary plat application, the planning director or designee shall schedule the plat before the city-county planning board.

B. Submittal Distribution. Planning staff shall distribute the application to all affected city and county departments, local, state, and federal agencies, school districts and public utilities for review as appropriate and indicate the review timeframe. Failure of any agency to complete a review of a plat will not be the basis for denial of the plat by the AGB.

C. Plat Review. The planner shall review the major subdivision plat submittal and make a staff report of issues, concerns, conditions, or recommendations and send out the list to the

planning board members with the agenda of the meeting at which the plat is to reviewed; a copy must also be sent to the subdivider or his representative.

D. Hearing Notice. The planning board shall hold a public hearing on all major and applicable subsequent minor preliminary plat applications, placing a notice in a newspaper of general circulation in Laurel not less than fifteen days prior to the date of a public hearing. The planner shall also notify the subdivider and each property owner of record, and each purchaser under contract for deed of record of property immediately adjoining land included in the plat and located within three hundred feet of the proposed subdivision by certified mail not less than fifteen days prior to the date of hearing (MCA § 76-3-605(3)).

E. Planner's Report. The planner shall prepare a draft findings of fact (the effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety as per MCA § 76-3-608(3)(a)) for review by the planning board. The planner shall also forward the recommendation of the planning board to the AGB including basis for such recommendation and its compliance with adopted Growth Management Plan, the Bike/Ped Plan, and other adopted city and county plans and policies in writing no later than ten days after the public hearing (MCA § 76-3-605(4)).

F. Subsequent Hearing. Before acting on the subdivision application, the AGB shall determine whether, subsequent to the public hearing, new information has become available or information that the public has not had a reasonable opportunity to examine. If so, the AGB may act on the subdivision application in accordance with this chapter or schedule a subsequent public hearing for consideration of only the new information that may have an impact on the findings and conclusions that the AGB will rely upon in making its decision on the proposed subdivision. The AGB may chose to hold the subsequent public hearing or may direct the planning board to hold it. In either case, the subsequent public hearing shall be held at the next scheduled meeting for which proper notice for the public hearing on the subdivision application can be provided.

If a subsequent hearing is held, the sixty- or eighty-day working day review period is suspended, and the new hearing must be noticed and held within forty-five days of the AGB's determination to hold a subsequent public hearing. The sixty- or eighty- working day review period will resume from the date of the subsequent public hearing. The governing body may not consider any information that is presented after the subsequent hearing (MCA § 76-3-615).

G. Subdivider's Preference. The AGB shall give due weight and consideration to the subdivider's expressed preferences if the AGB requires mitigation of significant adverse impacts (MCA § 76-3-608(5)(b)).

In reviewing a subdivision and when requiring mitigation, the AGB may not unreasonably restrict a landowner's ability to develop land, but it is recognized that in some instances the unmitigated impacts of a proposed development may be unacceptable and will preclude approval of the plat (MCA §76-3-608(5)(a)).

The AGB shall send the subdivider written notice of its decision and the reason therefore. (MCA § 76-3-608(4)).

RECOMMENDATIONS

The Planning Director recommends approval for the Annexation and Zone Change of the proposed Cherry Hills Subdivision, 3rd Filing to Residential R-7500 with the following conditions.

1. The Annexation Agreement, Waiver of Right to Protest, and the City Council Resolution approving annexation shall be filed with the Yellowstone County Clerk & Recorder within 90-days of annexation approval.
2. All construction and installation of public improvements must conform to the standards of the Laurel Department of Public Works and Montana Public Works standards.
3. All construction and installation of public improvements must be completed within two years of annexation.
4. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city a bond or letter of credit that equals 125% of the estimated engineering costs for the construction of improvements. If the property owner fails to construct the improvements or to obtain the agreed upon engineering, the city shall utilize the bond or letter of credit to pay for the construction, including engineering; In accordance with GASB-34, the Developer of Landowner shall provide the city the total cost and/or value of the improvements including, but not limited to, parks, sidewalks, curb and gutter, lift stations, and sewer and water lines, that are conveyed to the city.

The Planning Director recommends that the Planning Board approve the preliminary plat for the Cherry Hills Subdivision 3rd Filing with the following conditions:

1. Preliminary Plat shall be updated with the comments noted in the Sufficiency letter dated July 8, 2021 prior to recording.
2. Subdivision Improvement Agreement shall be updated with the notes from the Sufficiency letter dated July 8, 2021, and the annotated SIA provided to the applicant prior to recording.
3. The Preliminary Plat and supporting water and wastewater design will be approved by Montana Department of Environmental Quality (MDEQ).
4. The Preliminary Plat, Subdivision Improvements Agreement, and City Council Resolution granting approval shall be filed with the Yellowstone County Clerk & Recorder within 90-days of preliminary plat approval.
5. The Roadways and Right-of-Ways shall be constructed to the specifications presented in the plat plan and supporting documentation.
6. This Preliminary Approval shall be valid for 3 calendar years.
7. Hydrant flow tests must be approved by the City and its contracted engineer.
8. Verification must be provided to the City for the water modelling noted by the engineer in the field
9. Water model exhibits must be provided to and approved by the City showing the system characteristics and modeled properties compared to measured properties
10. Wastewater/Sewer analysis must be provided to and approved by the City.

11. A map of pre-developed stormwater conditions including the boundary, routing, and calculations must be provided to and approved by the City.
12. Water quality storm volumes and calculation sheets shall be provided to the City.
13. An Updated cost estimate for the Geotechnical report shall be provided to the City for verification.
14. The conditions of the Geotechnical report shall be followed during the construction of the public infrastructure.
15. The Wetland delineation report dated March 2021 shall be provided to the city for verification with stated plans.
16. A Weed Management Plan shall be prepared for the project and approved by the Yellowstone County Weed District.

ATTACHMENTS

Annexation and Zone Change:

1. Annexation Application cover Letter
2. Annexation Application Form
3. Annexation Agreement
4. Waiver of Right to Protest

Cherry Hills Subdivision, 3rd Filing:

1. Cover Sheet
2. Preliminary Plat Application
3. Adjacent Property owners list
4. Draft Subdivision Improvements Agreement
5. Environmental Assessment
6. Traffic Impact Study
7. Lot Layout
8. Geotechnical Report
9. Subdivision Bylaws
10. Homeowners Association Bylaw
11. ROW Easement documents
12. LMC 16.03 – Subdivision Review Procedures
13. LMC 16.04 – Development Requirements
14. Element Review letter - Cherry Hills Subdivision, 3rd Filing (June 11, 2021)
15. Sufficiency Review letter – Cherry Hills Subdivision, 3rd Filing (July 8, 2021)
16. KLJ. Inc Preliminary Plat Review Comments letter (July 6, 2021)

Morrison Maierle
engineers • surveyors • planners • scientists

2880 TECHNOLOGY BLVD. W. • P.O. BOX 1113 • BOZEMAN, MT 59771
406.587.0721 • www.m-m.net

June 8, 2021

Nick Altonaga
City Planner
City of Laurel
PO Box 10
115 West First Street
Laurel, MT 59044-0010

Re: Cherry Hills Subdivision – 3rd Filing
Annexation Application and Supporting Materials

Dear Mr. Altonaga:

Enclosed is an application for annexation for the proposed Cherry Hills Subdivision – 3rd Filing, located in the North ½ of Section 8, Township 2 South, Range 24 East, Yellowstone County, Montana as COS #3034.

Please find the following information included with this letter for your review:

- Draft Annexation Application Form
- Review Fee of $534.25
- Draft Annexation Agreement
- Draft Waiver of Right to Protest

If you have any questions or comments about the project, please feel free to contact me at (406) 922-6734 or lhageman@m-m.net. Thank you.

Sincerely,

Morrison Maierle
engineers • surveyors • planners • scientists

Lee Hageman, P.E.
Land Development Engineer

cc: Western Holdings, LLC
MMI File 6683.001

Return to:
WESTERN HOLDINGS, LLC
PO Box 51330
Billings, MT, 59105

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this _____ day of _____, 20_____, by and between WESTERN HOLDINGS, LLC, PO BOX 51330, hereinafter referred to as "DEVELOPER," and the CITY OF LAUREL, MONTANA, a municipal corporation, c/o City Hall, 115 West 1st Street, Laurel, Montana, 59044, hereinafter referred to as the "CITY."

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

> CHERRY HILLS SUBDIVISION 3RD FILING - 9.37 ACRES OF CERTIFICATE OF SURVEY NO. 3034, A TRACT OF LAND LOCATED WITHIN NORTHEAST QUARTER NORTHWEST QUARTER (NE1/4 NW ¼) AND WITHIN NORTHWEST QUARTER NORTHEAST QUARTER (NW1/4 NE1/4) SECTION EIGHT (8), TOWNSHIP TWO SOUTH (T2S), RANGE TWENTY-FOUR EAST (R24E), PRINCIPAL MERIDIAN MONTANA, (P.M.M.), YELLOWSTONE COUNTY, MONTANA; according to the official plat on file and of record in the office of the Clerk and Recorder of said County, hereinafter referred to as "Developer Tracts" as well as all adjacent public right-of-way.

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

WHEREAS, DEVELOPER desires to annex Developer Tracts to the City; and

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

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

1. *Roads and Access.* The Developer Tracts shall be accessible by extensions of Maryland Lane and Cherry Hills Drive.

   DEVELOPER shall be responsible for construction of street section including structural section, pavement, curb and gutter, and pedestrian facilities, and any required striping and signage.

2. *Sanitary Sewer.* Developer tracts shall be served an existing 8" PVC gravity sewer main currently installed in an existing 80-ft easement along the future extension of Maryland Lane.

3. *Water.* Developer tracts shall be served by an existing 12" PVC water main currently installed in an existing 80-ft easement along the future extension of Maryland Lane.

4. *Storm Drain.* Stormwater runoff shall be captured and conveyed using curb and gutter, curb inlets, storm drain piping, and treated using a proposed retention pond structure installed on a proposed utility lot.

5. *Right-of-Way.* Right-of-Way dedications shall be made for extensions of Cherry Hills Drive (60 feet) and Maryland Lane (80 feet), as well as new internal roads Michelle Drive (60 feet) and Rochelle Lane (60 feet).

6. *Zoning.* The development is proposed to be zoned Residential 7500, as per City of Laurel's municipal code this 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."

7. *Other Public Improvements.* For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver of Right to Protest the Creation of Special Improvement Districts filed concurrently herewith, to insure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof.

8. *Compliance.* Nothing herein shall be deemed to exempt the Developer Tracts from compliance with any current or future City laws, rules, regulations, or

policies that are applicable to the development, redevelopment, or use of the subject property.

9. *Runs with Land.* The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.

10. *Attorney's Fees.* In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

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

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

"DEVELOPER" WESTERN HOLDINGS, LLC

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as_____ of DEVELOPER, and who acknowledged to me that said DEVELOPER executed the same.

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

_____
Notary Public in and for the State of Montana

Printed name:_____

Residing at:_____

My commission expires:_____

This Agreement is hereby approved and accepted by City of Laurel, this ___ day of _____, 20___.

"CITY" CITY OF LAUREL, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of_____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.

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

Approved as to Form:

_____
City Attorney

Upon Recording Please Return to:

City of Laurel
P.O. Box 10
Laurel, Montana 59044

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the owner and/or subdivider, in addition to all future owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for the construction of streets, street widening, street maintenance, sidewalks, curb and gutter, sanitary sewer lines, water lines, storm water and drains (either within or outside the area), street lights, street light maintenance, parks and park maintenance, and other improvements incident to the above which the City of Laurel may require.

This Waiver and Agreement is independent from all other agreements and is supported with sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana. Pursuant to *MCA §76-3-608(7)*, this Waiver and Agreement shall expire 20 years after the final subdivision plat is recorded with the Yellowstone County Clerk and Recorder.

The real property hereinabove mentioned is more particularly described as follows:

> CHERRY HILLS SUBDIVISION 3RD FILING – 9.37 ACRES OF CERTIFICATE OF SURVEY NO. 3034, A TRACT OF LAND LOCATED WITHIN NORTHEAST QUARTER NORTHWEST QUARTER (NE1/4 NW ¼) AND WITHIN NORTHWEST QUARTER NORTHEAST QUARTER (NW1/4 NE1/4) SECTION EIGHT (8), TOWNSHIP TWO SOUTH (T2S), RANGE TWENTY-FOUR EAST (R24E), PRINCIPAL MERIDIAN MONTANA, (P.M.M.), YELLOWSTONE COUNTY, MONTANA

Signed and dated this _____ day of _____, 20__.

"SUBDIVIDER/OWNER" WESTERN HOLDINGS, LLC

By: _____

Title: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of WESTERN HOLDINGS, LLC, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

_____
Notary Public in and for the State of Montana

Printed name:_____

Residing in _____, Montana

My commission expires:_____

WAIVER-2

Subdivision Improvements Agreement

Cherry Hills Subdivision – 3rd Filing

I. Variances (page #):

II. Conditions that Run with the Land:

III. Transportation:

A. Streets

B. Sidewalks

C. Street Lighting

D. Traffic Control Devices

E. Access

F. Heritage Trail Plan

G. Public Transit

IV. Emergency Services:

V. Storm Drainage:

VI. Utilities:

A. Water

B. Sanitary Sewer

C. Power, Telephone, Gas, and Cable Television

VII. Parks/Open Space:

VIII. Irrigation:

IX. Soils/Geotechnical Study:

X. Phasing of Improvements:

XI. Financial Guarantees:

XII. Legal Provisions:

This agreement is made and entered into this _____ day of _____, 20___, by and between **WESTERN HOLDINGS, LLC** *(Subdivider),* whose address for the purpose of this agreement is PO Box 51330, Billings, MT 59105, hereinafter referred to as "Subdivider," and the **CITY OF LAUREL or COUNTY OF YELLOWSTONE,** Montana, hereinafter referred to as "City/County."

WITNESSETH:

WHEREAS, at a regular meeting conducted on _____ day of _____, 20___, the City-County Planning Board recommended conditional approval of a preliminary plat of **Cherry Hills Subdivision – 3rd Filing**; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20___, the City Council/County Commissioners conditionally approved a preliminary plat of **Cherry Hills Subdivision – 3rd Filing***;* and

WHEREAS, a Subdivision Improvements Agreement is required by the City/County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to **Cherry Hills Subdivision – 3rd Filing** upon the filing of the final plat thereof in the Office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Laurel Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Laurel, Yellowstone County, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

A. Subdivider has requested, and the City/County hereby grants, the following variances from the strict interpretation of these Subdivision Regulations:

No variances were requested.

II. CONDITIONS THAT RUN WITH THE LAND *(Insert any applicable conditions in the provided A, B, C format. The following are typical conditions that run with the land, which may or may not be applicable to this subdivision):*

A. Lot owners will be required to construct that segment of the required sidewalk that fronts their property at the time of lot development.

B. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and

Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

C. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

D. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

E. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

III. TRANSPORTATION

A. Streets

(This section should include, but not be limited to the following):

• Rights-of-way widths

Right-of-Way dedications shall be made for extensions of Cherry Hills Drive (60 feet) and Maryland Lane (80 feet), as well as new internal roads Michelle Drive (60 feet) and Rochelle Lane (60 feet).

• Pavement widths and surface types

33 feet edge of pavement to edge of pavement (37' TBC to TBC) within 60-foot ROWs. 45 feet edge of pavement to edge of pavement (49' TBC to TBC) within 80-foot ROWs

• Curb and gutter design

Streets include standard 2' catch curb and gutters on each side of the road. Some valley gutters may be required.

• Other required street improvements

Two temporary cul-de-sacs will be constructed (within easements outside the subdivision) to provide adequate turnarounds for dead end streets of Cherry Hills Drive and Maryland Lane in accordance with City of Laurel regulations.

B. Sidewalks

• Types of required sidewalk

A standard 5' sidewalk is proposed on both sides of each street.

• Location of required sidewalks

Sidewalks will be located within the Rights of Way, and be located 1 feet offset from the Rights-of-Way extents.

• Widths and surface

Sidewalk widths are proposed to be 5 feet.

• Other required sidewalk improvements

None are anticipated.

C. Street Lighting *(Describe)*

• Location and types of lighting to be installed, if required

Streetlights are not anticipated or proposed.

D. Traffic Control Devices *(Describe)*

• Location and type of proposed stop signs and/or signals

Stop signs will be placed to control northbound and southbound traffic from Michelle Drive and Rochelle Lane onto Cherry Hills Drive and Maryland Lane.

• Other required traffic control devices

None are anticipated.

E. Access

• Location and widths of proposed accesses

Lots shall include single accesses from Rights-of-way.

• Restrictions on access

Each lot shall be limited to a single access.

• Other required access improvements

None anticipated.

F. Bike or Pedestrian Trail Plans *(Include)*

• Statement of whether subdivision is within Plan

West Maryland Lane appears to be a Primary Bikeway (on-street bikeway). The proposed 49' TBC-TBC section for the extension of Maryland Lane should provide a bike route to provide separation between vehicles and bicyclist.

• Location and type of proposed trail or trail connection

Primary bikeway shall be on-street and should not require markings.

• Ownership arrangement of trail corridor-easement or dedication

Not applicable as this will be within dedicated Right of Way for Maryland Lane.

• Other required trail improvement

Not applicable.

G. Public Transit *(Describe)*

• Location and type of improvements required to ensure public transit service

Not applicable.

IV. EMERGENCY SERVICE

(This section should include, but not be limited to the following):

• Location and specifications for emergency access road including width, base and surface material, blockade, and required signage

There are two accesses to the subdivision using Cherry Hills Drive (37' TBC-TBC) and Maryland Lane (49' TBC-TBC). These shall be paved roadways. Additionally, there will be temporary cul-de-sacs installed at the ends of each extension to provide adequate turnarounds for emergency vehicles.

• Urban Wildland Interface Code requirements (required for highly wooded areas)

Not applicable.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the *Storm water Management Manual*, and a storm water management plan shall be submitted to and approved by the MDEQ.

(This section should include, but not be limited to the following):

• Description and location of existing and proposed detention facilities.

No existing treatment facilities exist on the property. A retention pond is proposed to capture and treat stormwater from the subdivision as well as provide additional capacity for future development of the parcel.

• Any improvements to the existing system

No other improvements are proposed.

• Other required improvements

Not applicable.

VI. UTILITIES

The SIA does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications. The appropriate water and wastewater hookup fees in effect shall be submitted with the applications.

Fees shall be paid for the lots in each phase as applied for in the extension application and as per the first paragraph above. The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made. The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc.) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Laurel Public Works Department, Fire Department, and the Montana Department of Environmental Quality.

A. Water

(This section should describe any water facilities unique to the subdivision).

No unique water facilities are proposed for the subdivision. Water is proposed to be supplied by the existing City of Laurel public water mains.

B. Sanitary Sewer

(This section should describe any sanitary sewer facilities unique to the subdivision).

No unique sanitary sewer facilities are proposed for the subdivision. Sewer treatment is proposed to be provided by the existing City of Laurel public sewer mains.

C. Power, Telephone, Gas, and Cable Television

(This section should include, but not be limited to the following):

• Services to be provided within the public right-of-way, existing or to be installed

Not applicable.

• Width and location of required utility easements

Power, telephone, gas, and cable television services will be provided within 10-foot-wide public utility easements along lot frontages to proposed rights-of-way.

VII. PARKS/OPEN SPACE

(This section should include, but not be limited to the following):

• The parkland requirement for this subdivision (dedication or cash-in-lieu)

The developer is proposing a cash-in-lieu payment.

• Required park improvements to the park and timing of construction

Not applicable.

• Required formation of a Park Maintenance District

Not applicable.

VIII. IRRIGATION

(This section should include, but not be limited to the following):

• Irrigation District affected by the proposed development

No irrigation districts are proposed to be affected by the development.

• Required mitigation efforts to protect the ditches during construction

Irrigation ditches shall be undisturbed during construction if possible or piped using culverts. If piping is proposed, those ditches will be evaluated to maintain the required capacity. Storm water best management practices shall be implemented to prevent impacts from construction runoff as applicable.

• Location and width of existing and proposed onsite easements for ditches

No existing easements exist for ditches within the property.

IX. SOILS/GEOTECHNICAL STUDY

(This section should include, but not be limited to the following):

• Results of geotechnical study

Some clays with potential expansive properties were discovered in the geotechnical investigation. Soils were generally soft and could require subgrade stabilization to provide adequate bearing capacity for utility installations. Conventional spread footings could be used if following the geotechnical investigation's requirements for overexcavation, import of structural fill, etc. Water table was not encountered during the exploration up to depths of 18 feet.

• Construction restrictions due to the results of the study

None. Structural fill recommendations as provided in the geotechnical recommendation should abate general construction concerns. Further investigation at specific lots or home sites could provide additional guidance on construction methods.

• Required mitigation efforts

Structural fill recommendations as provided in the geotechnical recommendation should abate general construction concerns. Further investigation at specific lots or home sites could provide additional guidance on construction methods.

X. PHASING OF IMPROVEMENTS (include if applicable)

Not applicable. All required infrastructure is proposed to be installed prior to Final Plat.

Description of each Phase including:

A. Required improvements

N/A

B. Timing of improvements

N/A

C. Reference to release of lots (documentation)

N/A

D. Restrictions on lot sales (documentation)

N/A

E. Financial guarantees for improvements

N/A

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be installed as approved by the Public Works and Public Utilities Department.

At this time, no financial guarantees are anticipated for required infrastructure.

XII. LEGAL PROVISIONS

A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the AGB.

Acknowledged.

B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

Acknowledged.

C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.

Acknowledged.

D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

Acknowledged.

E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

Acknowledged.

F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

Acknowledged.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 20____.

"SUBDIVIDER" WESTERN HOLDINGS, LLC

By: _____

Title: _____

STATE OF MONTANA)
:ss
County of Yellowstone)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as_____ of (*Name of Subdivider)*, and who acknowledged to me that said Subdivider executed the same.

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

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

This Agreement is hereby approved and accepted by City of Laurel, this ___ day of _____, 20___.

"CITY" CITY OF LAUREL, MONTANA

By:_____
Mayor

Attest:_____
City Clerk

STATE OF MONTANA)
:ss
County of Yellowstone)

On this _____ day of_____, 20___, before me, a Notary Public for the State of Montana, personally appeared _____, and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.

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

Approved as to Form:

_____
City Attorney

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

Applicant is required to meet with the City Planner prior to filling out this application. All blanks of this application are to be filled in with explanation by the applicant. Incomplete applications will not be accepted.

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.

2. Applicant landowner's name: GERALD A & ARDIS M NEUMANN
   Address: 2669 SELVIG LN, BILLINGS, MT 59102
   Phone: (406) 698-4534

3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)
   Legal description: CHERRY HILLS SUBDIVISION 3RD FILING, 9.37 ACRES OF: SO8, T02 S, R24 E, C.O.S. COS 3034, PARCEL TR1 , IN N2 (01)
   Lot size: PROPOSED SUBDIVISION SIZE: 9.37 ACRES
   Present use: AGRICULTURAL
   Planned use: RESIDENTIAL 7500
   Present zoning: RESIDENTIAL
   (Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])

4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

   Water Service:
   Location of existing main: Within property and located in existing 80' easement (future Maryland Dr) and extensions from Cherry Hills Drive
   Cost of extension of approved service: $149,000
   How cost determined: Bid tabs of previous subdivisions on price per lineal feet of roadway
   Timeframe for installation: ~ 2 months

   Sewer Service:
   Location of existing main: Within property and located in existing 80' easement (future Maryland Dr) and extensions from Cherry Hills Drive
   Cost of extension of approved service: $100,000
   How cost determined: Bid tabs of previous subdivisions on price per lineal feet of roadway

Timeframe for installation: ~ 2 months
How financed: Developer financed (no lending required)

Streets:

Is there any adjoining County ROW to the proposed annexation: N/A
Location of existing paved access: Maryland Drive and Cherry Hills Drive
Cost of paving: $497,000 (Including structural materials, asphalt, curb/gutter, sidewalks, etc.)
How cost determined: Bid tabs of previous subdivisions on price per lineal feet of roadway
Timeframe for construction: ~1-3 months.

Other required improvements: Provide above information on attached pages.

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application. SEE ATTACHED PRELIMINARY PLAT.

6. A written Waive of Protest must accompany this application, suitable for recording and containing a covenant to run with the land to be annexed, waiving all right of protest to the creation by the city of any needed improvement district for construction or maintenance of municipal services. This Waiver of Protest must be signed by the applicant **prior** to annexation by the city. SEE ATTACHED WAIVER.

7. Requests for annexations are referred to the City-County Planning Board for recommendation to the City Council. Within 30 days after receiving the properly filled out application with all required accompaniments and after conducting a duly advertised public hearing, the City-County Planning Board shall make recommendation to the City Council as to this Request for Annexation. If more information is needed from the applicant during the review of the application, such application shall be deemed incomplete and the timeframe for reporting to the City Council extended accordingly, in needed. ACKNOWLEDGED.

8. A **non-refundable** application fee of $300 + $25.00 per acre (80 acres or less); $300 + $35.00 per acres (81 acres or more) must accompany the submission of this application.
A FEE IS INCLUDED IN THE AMOUNT OF $534.25 FOR THE PROPERTY OF 9.37 ACRES.

The City Council of the City of Laurel, Montana, after review and consideration of this Application for Annexation, found such to be in the best interest of the City, that it complied with state code, and approved this request at its City Council meeting of _____ _____.

Form revised by City Attorney April 2008

CITY HALL
115 W. 1ST ST.
PLANNING: 628-4796, ext. 5
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044

Office of the City Planner

June 11, 2021

Lee Hageman
Land Development Engineer
Morrison Maierle
2880 Technology Blvd W.
PO Box 1113
Bozeman, MT 59771

Regarding the Element Review of the submitted documents for the Preliminary Plat Application for the Cherry Hills Subdivision, 3rd Filing.

Dear Mr. Hageman,

Below are listed the results of the element review by city staff on the Major Preliminary Plat application for the Cherry Hills Subdivision, 3rd Filing, submitted by your office on May 25th, 2021, and additional documents submitted on June 8, 2021, as per LMC. Chapter 16, Appendix F: Required Supporting Documents for Major Preliminary Plat Applications.

1. Names and Addresses of Immediately Adjoining Property Owners typed or neatly printed on Address Labels – *Included.*
2. Draft Subdivision Improvements Agreement – *Included.*
3. Environmental Assessment or Summary of Probably Impacts, when applicable. – *Included.*
4. Traffic Accessibility Study (TAS) when applicable. – *Included.*
5. Preliminary Water and Sanitation Information – *Included.*
6. Geotechnical Report – *Included.*
7. Draft Protective and restrictive covenants, if any. – I*ncluded.*
8. Draft Articles of Incorporation when Homeowner's Association is proposed. – *Included.*
9. When a tract of land is to be subdivided in separate filings, a Master Plan of the Entire area to be developed. – *Not Included. Not Applicable.*

We have also received the Application for Annexation and the supporting documents that will run in tandem with this subdivision application. Please let me know if you have any questions or comments about the items in this letter. Thank you for your time and I look forward to your response.

Regards,

Nicholas Altonaga, CFM
Planning Director

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044

Office of the City Planner

July 8, 2021

Lee Hageman
Morrison Maierle
2880 Technology Blvd W.
PO Box 1113
Bozeman, MT 59771

Regarding of the Sufficiency of the Preliminary Plat Application for the Cherry Hills Subdivision, 3rd Filing

Mr. Hageman,

The subdivision application for the Cherry Hills Subdivision, 3rd Filing is deemed sufficient. What follows is a list of comments by City Staff and the City Engineer. There were only minor issues noted with the plat application and its documents, with many of the issues able to be handled prior to the Final Plat approval of the Subdivision process.

Preliminary Plat Comments

1. A small number of items were noted on the Preliminary Plat. The most important item of note is how the utility easement at the Southeastern corner of the property will be dealt with.
    a. The utility easement currently houses the City of Laurel Water Booster Station.
    b. This easement (Yellowstone County Clerk & Recorder Document # 3358070) was established in 2005 with the development of the Elena Subdivision.
    c. This area of the property will become its own lot with the approval of this subdivision.
    d. This could become a portion of the proposed Utility Lot.
2. The minimum right-of-way width is 67ft as noted in LMC Table 16.4.C.1. A variance should be noted on the Subdivision Improvement Agreement.
3. Michelle Drive and Rochelle Lane are very similar names, it may be good to rename one to not confuse any future residents or EMS, Fire, or Police services.
4. A copy of the annotated Preliminary Plat has been provided with this letter.

Subdivision Improvement Agreement Comments

1. The Planning Department had minor comments on the SIA.
2. Please refer to the annotated SIA attached to this letter for suggested updates.
3. Please note a variance to LMC Table 16.4.C.1 for the width of the rights-of-way for Cherry Hills Drive, Rochelle Lane, and Michelle Drive.
4. A copy of the annotated Subdivision Improvement Agreement has been provided with this letter.

Traffic Impact Study Comments

1. Appears fully sufficient.

2. The Subdivision will have no major impacts on increased automobile trips at nearby major intersections.

Water and Sewer Report Comments

1. No hydrant flow tests are provided in the study.
2. Please provide verification that model matches what you see in the field.
3. Provide water model exhibits and printouts showing system characteristics and modeled properties compared to measured properties.
4. No sewer analysis was provided.

Stormwater Drainage Comments

1. Engineer needs to provide a map of the pre-developed conditions showing boundary, routing, & calculations.
2. What is the water quality storm volume and where are the calculation sheets for the analysis?

Geotechnical Report Comments

1. Is the developer willing to assume liability for geotechnical report dated 2006?
2. Has an updated cost estimate for the items within the Geotechnical Report been prepared?
3. City will recommend a condition of approval for following the recommendations of the Geotechnical Report during build-out of the public infrastructure.

Environmental Assessment Comments

1. Can the developer provide a copy of the Wetland Delineation report dated March 2021?
2. Has a Weed Management Plan been prepared for the project?

The Planning Department and other City Staff are willing to work with the developer to rectify these items wherever possible. These items will also be solved through conditions of approval for the Preliminary Plat Application when appropriate. A letter with specific comments and citations in the supporting documents has been provided by the contracted engineers for the City of Laurel, KLJ Inc. A copy of those comments has been provided with this letter.

An annexation agreement was also supplied with the Preliminary Subdivision Application. That application has been deemed sufficient and will be brought forward in conjunction with the application for subdivision. During the Preliminary Plat Review process, City Staff located a Water and Sewer Facilities Engineers Report for Cherry Hills Subdivision, 3rd Filing, dated July 2006. That document has been provided with this letter for your review.

City Staff anticipate the Preliminary Plat Application for the Cherry Hills Subdivision, 3rd Filing to be placed on the agenda for the Laurel City-County Planning Board Meeting of August 18, 2021. Please contact me if you have any questions or comments about these items. Thank you for your time and I look forward to your response.

Nicholas Altonaga

Planning Director

CC: Forrest Sanderson, Ryan Welsh, Kurt Markegard

2611 Gabel Road
Billings, MT 59102-7329
406 245 5499
KLJENG.COM

July 6, 2021

Mr. Nick Altonaga, CFM
Planning Director
City of Laurel – Public Works Department
PO Box 10
Laurel, Montana 59044

Re: Laurel Public Works Engineering Preliminary Plat Review: Cherry Hills Subdivision, 3rd Filing

Dear Mr. Altonaga:

We have completed our review of the submittal packet for the above referenced project. Please review the following items to offer input on behalf of the City of Laurel. Once you have completed review, we can revise this letter for you to send to the applicant. Please have the applicant revise the packet based on the comments contained in this letter and shown on the returned items.

The applicant will be expected to resubmit the revised reports for review and provide written responses to any items that they would like to discuss. The following comments were noted:

1. Section 2, Page 10 Item 2. Supplemental information indicates that there are no subdivision improvements agreements proposed, however a copy of the SIA is included as an attachment to the package?
2. Section 2, Page 11, Item 5.a Springs – Supplemental information indicates that there are no springs on or near the property, but the lush growth on the property to the west of here appears to be weeping groundwater.
3. Section 4, Page 62, Water Rights memo – First line of the introduction locates the subdivision in the northeast corner of Laurel when it is in the northwest corner.
4. Section 4, Page 72, Draft Stormwater Calculations – Engineer needs to provide a map of the pre-developed conditions showing boundary, routing, & calculations.
5. Section 4, Page 72, Draft Stormwater Calculations – What is the water quality storm volume and where are the calculation sheets for the analysis?
6. Section 4, Page 81, Water Model Evaluation – Engineer improperly quotes me. I stated "no major changes have occurred since the model was created, but they should perform some verification as we've seen pressure differences from actual to modeled of up to 30 psi." No hydrant flow tests are provided in the study. Please provide verification that model matches what you see in the field.
7. Section 4, Page 82, Water Model Evaluation – Provide water model exhibits and printouts showing system characteristics and modeled properties compared to measured properties.
8. Section 4, Sewer Analysis – None provided.
9. Section 7, Memo's from CMG Construction – Explain purpose of these being included within the submittal.

10. Section 7, Geotechnical Investigations – The two investigations provided are from 2006; Does the Owner's Engineer accept the liability of using a report that is 15+ years old?

We have reviewed the documents provided and identified issues, but this review in no way releases the Developer from submitting design and construction documents for approval to the City prior to the start of any construction activities.

Please give me a call at 406.245.5499 if you have any questions or concerns. Thank you and we look forward to working with you on this project.

Sincerely,

KLJ

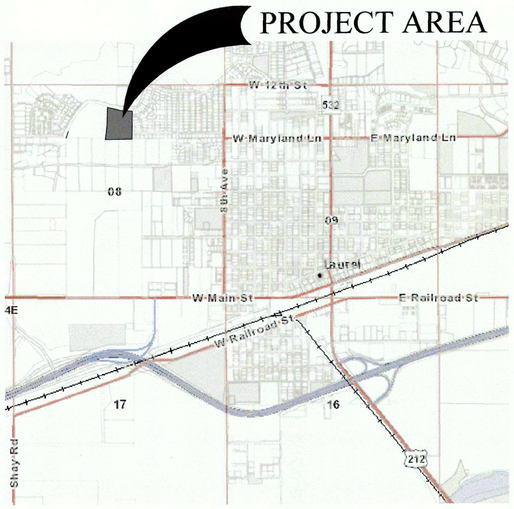
Ryan E. Welsh, P.E.
Project Engineer

PRELIMINARY PLAT

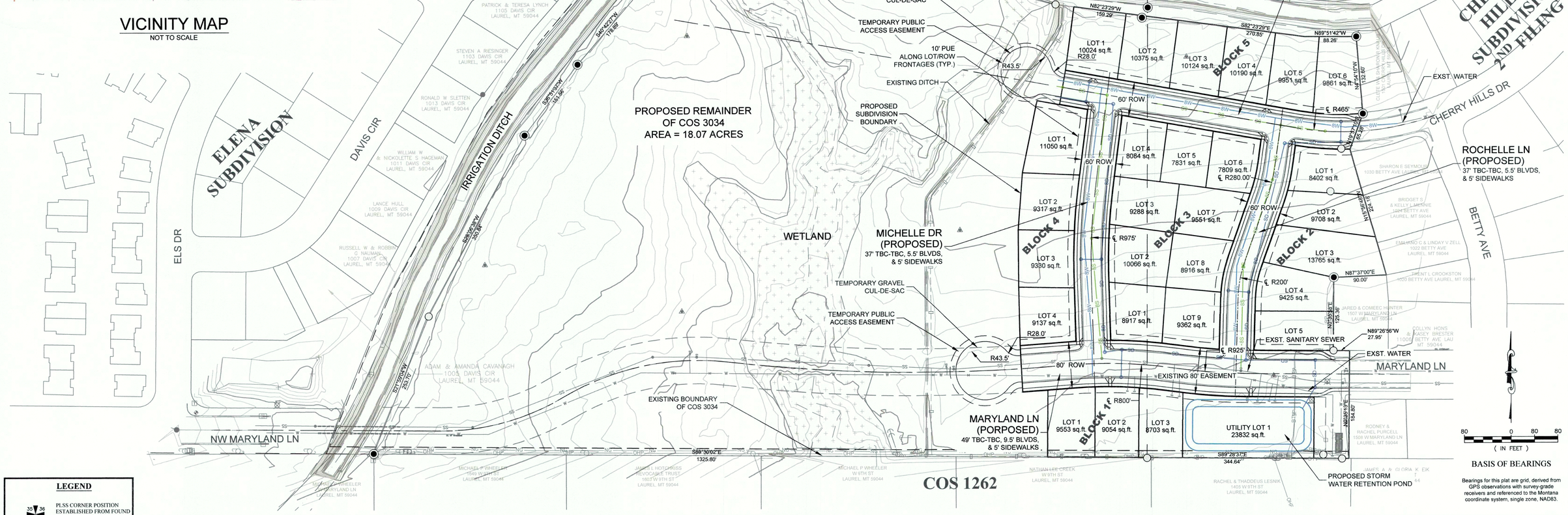
CHERRY HILLS SUBDIVISION - 3RD FILING

TRACT 1 OF CERTIFICATE OF SURVEY No. 3034,
SITUATED IN THE N1/2 OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 24 EAST,
PRINCIPAL MERIDIAN, YELLOWSTONE COUNTY, MONTANA.

ZONING	OWNER	PURPOSE
CITY OF LAUREL RESIDENTIAL - 7500	GERALD A & ARDIS M NEUMANN 2609 SELVIG LN BILLINGS, MT 59102	TO CREATE A SUBDIVISION FOR RESIDENTIAL USE



VICINITY MAP
NOT TO SCALE



LEGEND

- PLSS CORNER POSITION ESTABLISHED FROM FOUND MONUMENTS AND PRIOR PLATS OF RECORD
- Found rebar, 5/8 in. diam.
- Found Yellow Plastic Cap
- PROPOSED SEWER MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM MAIN

AREA SUMMARY

LOT AREAS:	6.45 ACRES
OPEN SPACE & PARKLAND:	0.00 ACRES
PROPOSED RIGHTS-OF-WAY:	2.92 ACRES
TOTAL AREA:	9.37 ACRES

SITE DATA

PROPOSED LOTS = 28
MIN. LOT AREA = 7,809
MAX. LOT AREA = 23,834
EXISTING ZONING = RESIDENTIAL
PROPOSED ZONING = RESIDENTIAL 7500
EXISTING LAND USE = AGRICULTURAL
PROPOSED LAND USE = RESIDENTIAL 7500

ROAD LENGTH SUMMARY

CHERRY HILLS DR:	529.41 LF
MARYLAND LN:	562.88 LF
STREET A:	435.09 LF
STREET B:	461.77 LF
TOTAL LENGTH:	1,989.15 LF

ENGINEER: MORRISON-MAIERLE INC.
SURVEYOR: MORRISON-MAIERLE INC.

BASIS OF BEARINGS

Bearings for this plat are grid, derived from GPS observations with survey-grade receivers and referenced to the Montana coordinate system, single zone, NAD83.

Morrison Maierle
engineers - surveyors - planners - scientists
2880 Technology Blvd West
Bozeman, MT 59718
Phone: 406.587.0721
Fax: 406.922.6702

FIELD WORK: MMI
DRAWN BY: LRH
CHECKED BY: MMG

DATE: 05/2021
SCALE: 1" = 80'
PROJ. #: 6683.001

1/4 SEC.	SECTION	TOWNSHIP	RANGE
NW NE	8	2S	24E

PRINCIPAL MERIDIAN, MONTANA
YELLOWSTONE COUNTY, MONTANA
PLOTTED DATE: May/18/2021 PLOTTED BY: nicamestoy
CLIENT: WESTERN HOLDINGS, LLC SHEET 1 OF 1

DRAWING NAME: N:\6683\001\ACAD\Concept\PreliminaryPlat\6683.001_CherryHills-3rdFiling-PPlat.dwg

RETURN AFTER RECORDING:
Western Holdings Company, LLC
PO Box 51330
Billings, MT 59105

BYLAWS FOR CHERRY HILLS SUBDIVISION – 3RD FILING OWNERS' ASSOCIATION, INC.

1. PURPOSE AND APPLICATION

These Bylaws are and shall be the Bylaws for the Cherry Hills Subdivision – 3rd Filing Owners' Association Owners' Association, Inc.

These Bylaws shall govern and control the administration of the Cherry Hills Subdivision – 3rd Filing Owners' Association, Inc. ("Association"). All Members in the Association, their guests, invitees, lessees and/or sublessees present and future shall be subject to the provisions of these Bylaws along with the provisions of the Declaration of Protective Covenants, Conditions and Restrictions for Cherry Hills Subdivision – 3rd Filing Owners' Association ("Covenants"), incorporated in its entirety by reference herein.

The acquisition of an ownership interest in a Lot in the Cherry Hills Subdivision – 3rd Filing ("Subdivision") signifies that the Owner ("Owner") accepts, ratifies and agrees to comply with these Bylaws.

2. MEMBERSHIP

Persons owning a Lot in the Subdivision ("Lot") or owning a Lot in the Subdivision in any real estate tenancy relationship recognized by the State of Montana, including, but not limited to, contract purchasers, shall be Members of the Association ("Member"). The legal title retained by the Seller under a contract for deed shall not qualify such Seller as a Member. In the event of ownership by more than one person or entity, the Owners shall designate one person or

entity to be the agent for receiving notices hereunder, and for the purpose of voting. Each Owner shall be responsible for advising the Association, in writing, of their current address and the person designated to vote.

Membership in the Association begins concurrently with the acquisition of an ownership interest in a Lot and terminates at the time such ownership interest is terminated, but such termination shall not relieve any Owner of liability for obligations incurred while a Member of the Association. No Member shall be expelled, nor shall any Member be permitted to withdraw or resign while possessing an ownership interest in a Lot. Membership in the Association does not, in any way, negate or impair any Member's legal remedies, right to bring legal action, or defenses to any and all actions involving the Association, or the Management which may arise from or be incident to ownership.

3. OBLIGATIONS

Each Member shall be obligated to comply with these Bylaws, the Covenants, and the laws of the City of Laurel, County of Yellowstone, and State of Montana. Such obligation shall include, but not be limited to, the paying of assessments to the Association. Failure of any Member to abide by these Bylaws and all rules made pursuant thereto, the Covenants, and the laws of the City of Laure, County of Yellowstone, and the State of Montana, shall be grounds for appropriate legal action by the Association or by an aggrieved Member against such non-complying Member.

4. MEETINGS AND VOTING

A. Regular Meetings: There shall be a regular meeting of the Association annually on such date as determined by the Board of Directors of the Association ("Board") and properly announced by the Board. Any first lienholder shall have the right to have a representative attend any regular meeting and shall be given notice thereof, provided that such lienholder requests notice to be given. The first meeting of the Association shall take place not more than one year following the date of signing these Bylaws, if not sooner held.

B. Special Meetings: Pursuant to these Bylaws, the Association may, at any time, hold special meetings, notice of which must be sent to first lienholders who so request notice, who shall have the right to have a representative attend. Such special meetings may be called on the initiative of the President of the Association, or a signed request of the Manager, or a petition signed by 25% of the total votes of the Members of the Association. Notice of any special meetings must specify the reason for such meeting and the matters to be raised. Only matters set forth in the petition or request may be brought before such meeting, unless 75% of the aggregate votes present agree otherwise.

C. Notice: Written or printed stating the place, day, and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered personally, by mail or electronically. Said notices shall be personally delivered, mailed or

delivered electronically to each Member of record entitled to vote at such meeting at least ten (10) days prior to the date of the meeting and not more than sixty (60) days prior to the date of the meeting. Such notices shall make provision to allow for the voting of each Member's interest by proxy at the discretion of the Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his, her or its address as it appears on the books of the Association, with postage thereon prepaid. If delivered electronically, such notice shall be deemed to be delivered upon the Association's transmittal of the electronic communication to the Member at the authenticated electronic identification designated by the Member for such communications. The Members shall have the responsibility of keeping the Association notified of their current mailing and electronic mail addresses. In the absence of such notice, the Member's address shall be the address of record with the Yellowstone County Assessor's Office.

D. Quorum: No Association meeting, regular or special shall be convened to conduct business unless a quorum of Members is present in person or by proxy. A quorum shall consist of at least fifty percent (50%) of the total votes of the Members. At any time, during any meeting that a quorum is not present, such meeting shall be adjourned forthwith; provided, however, that in the event a quorum cannot be established for a properly notice meeting, then the Board may postpone the meeting to a date no more than thirty (30) days later. In the event that the meeting is postponed in accordance with the preceding sentence, a quorum for the second meeting shall consist of at least forty percent (40%) of the total votes of the Members.

E. Directors Meeting: The Board of Directors shall have an annual meeting to elect officers and to take care of such annual business as preparing a budget and other matters. The President or a majority of the Board may call a special meeting of the Board at any time upon seven days written or printed notice. Notice of any meeting may be waived in writing. The Board of Directors shall act by a majority vote.

F. Telephonic Participation: So long as the Association has 50 or fewer Members, Members may participate in a meeting of the Members by means of a conference telephone call or similar communications equipment through which all persons participating in the meeting can hear each other at the same time. Participation in this manner constitutes presence in person at a meeting.

5. VOTING INTEREST; PROXY

An Owner shall have one (1) vote for each Lot owned in the Subdivision. Multiple Owners of a Lot will collectively have only one vote, and shall decide amongst themselves how to vote. If more than one Lot is owned within the Subdivision, the Owner or Owners thereof would have one vote for each separate Lot. In no event shall more than one vote be cast with respect to any Lot. Pursuant to the Covenants, voting privileges may be suspended by the Board for failure to pay assessments when due. Whenever a quorum is present at a meeting of the Association, those present may do any and all acts they are empowered to do unless specific provision of these Bylaws, the Covenants, or the laws of the State of Montana direct otherwise.

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Member's Lot, or upon receipt of written notice by the secretary of the Association of the death or judicially declared incompetence of a Member, or upon the expiration of eleven (11) months from the date of the proxy. The proxy shall identify the person or persons authorized to exercise the proxy and the length of time it will be valid. If the Member specifies a choice of his or her proxy, the vote shall be cast in accordance with that choice. In addition, voting by proxy shall comply with any other applicable requirements of the Montana Code Annotated § 35-2-539.

6. BOARD OF DIRECTORS

The governance of the Subdivision shall be by a Board of Directors. Such Board shall have all powers and responsibilities attendant to the general administration and control of the Subdivision. Additionally, the Board shall have the authority necessary to carry into effect the powers and duties specified by these Bylaws. The Association shall have no less than three (3) directors ("Directors") who shall constitute the Board of Directors as the governing body of the Association. The number of Directors may be increased or decreased, but not to fewer than three (3) Directors, from time to time, as determined by the Members of the Association.

Upon the expiration of the term of the Initial Directors (hereinafter defined), the election of the Board shall be conducted at the annual meeting of the Association with three (3) Directors being elected from among the Members, with two (2) Directors elected to terms of two (2) years, and one (1) Director elected to a one (1) year term. Unless otherwise provided herein, a Director must be a Member in good standing. At such election, the Members or their proxies may cast their vote(s) for each vacancy. The persons receiving the largest number of votes shall be elected. There shall be no cumulative voting. Voting for Directors or their removal may be by secret written ballot. After the expiration of the term of the Initial Directors, any vacancy in the Board shall be filled by the remaining Board at a duly held meeting or by the sole remaining director; provided, however, a vacancy created by the removal of a director by the Members can only be filled by election by the Members. A successor Director shall serve for the unexpired term of his or her predecessor.

The initial Directors shall be appointed by the Declarant and need not be Members (the "Initial Directors"). Each Initial Director shall serve until the earlier of the time when (1) Declarant no longer owns any Lots in the Subdivision or (ii) Declarant voluntarily relinquishes its rights to appoint Initial Directors. Until the earlier of the time when (i) Declarant no longer owns any Lots in the Subdivision or (ii) Declarant voluntarily relinquishes its rights to appoint Initial Directors, the Declarant, in its sole and absolute discretion, shall be entitled to fill by appointment any vacancy in the Initial Directors or to remove any Initial Director. Notwithstanding any other provision of these Bylaws to the contrary, the Members shall have no power to remove the Initial Directors nor to appoint any additional or successor Director until the

earlier of the time when (i) Declarant no longer owns any Lots in the Subdivision or (ii) Declarant voluntarily relinquishes its rights to appoint Initial Directors.

The Association shall indemnify any present or former Director or officer of the Association to the fullest extent authorized under Montana Code Annotated §§ 35-2-447 and 352-452, or any successor statutes.

7. OFFICERS OF THE BOARD OF DIRECTORS

The officers of the Association shall be a President, Secretary and Treasurer, each of whom shall be appointed by the Board. Such other officers and assistant officers as may be deemed necessary may be appointed by the Board. Each officer shall hold office until the earlier of the officer's successor being duly appointed, or his death, resignation or removal. Any officer or agent appointed by the Board may be removed by the Board whenever in their judgment the best interests of the Association would be served thereby. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he or she replaces.

A. President: The President shall be the principal executive officer of the Association, and, subject to the control of the Board, shall in general supervise and control all the business and affairs of the Association, including the filing of liens for unpaid assessments in accordance with the Covenants and the enforcement activities of the Association. The President, when present, shall preside at all meetings of the Association and meetings of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by the Covenants to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

B. Secretary: The Secretary shall keep the minutes of the Board meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of the Covenants and these Bylaws, be custodian of the Association records, regulations, rules and resolutions and keep a register or the post office address of each Director which shall be furnished to the Secretary by each Director, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board or by the Association.

C. Treasurer: The Treasurer shall be responsible for the funds of the Association and shall be responsible for keeping and having kept full and accurate financial records and books

of account showing all receipts and disbursements of the Association and any other financial data required by the Board. He or she shall be responsible for the deposit of all funds in the name of the Association in such depositories as may be designated by the Board from time to time. The Treasurer shall be responsible for the collection of periodic assessments to be collected. Further, the Treasurer shall record the assessments due and paid and shall prepare quarterly reports reflecting the Association's assets, including the assessments due and paid and shall mail or otherwise provide a copy of the quarterly reports to each Director. In general, the Treasurer shall perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board or by the Association. The Board may delegate such of the Treasurer's powers and duties to a manager as it deems advisable.

8. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and duties:

A. To call annual meetings of the Association and give due notice thereof.

B. To conduct elections of the Board.

C. To enforce the provisions of the Articles of Incorporation, the Bylaws, and the Covenants of the Subdivision by appropriate action.

D. To promulgate and adopt rules and regulations for the use of the Utility Lot and for the occupancy of the Lots so as to not interfere with the peace and quiet of all the Members. Such rules must be approved by fifty-one percent (51%) of the total votes of the Members, voting in person or by proxy, at any regular or special meeting of the Association.

E. The Board may provide for the management of the Subdivision by hiring or contracting with suitable and capable management personnel ("Manager") for the day-today operation, maintenance, upkeep and repair of the Subdivision and its' facilities, open space, and utilities.

F. To levy assessments as allowed by the Covenants, these Bylaws, and the State of Montana, and to provide for the collection, expenditure, and accounting of said assessments.

G. To collect the assessments for the Association for the operation, maintenance, repair, utilities and insurance related to the Utility Lot within the Subdivision.

H. To pay for the expenses of the operation, maintenance, improvement, repair, and insurance related to easements, common areas, Utility Lot, mail boxes, community signs

or identification, and community boulevard trees and landscaping within the Subdivision, general maintenance, management and administration of common areas, Utility Lot, and, taxes for open space, and weed control in the Utility Lot or common areas, and for any other purposes, expressed or implied, in the Covenants and to approve payment vouchers, either at regular or special meetings.

I. To delegate authority to the Manager for the conduct of Subdivision business, to carry out the duties and powers of the Board; however, such authority shall be precisely defined with ultimate authority at all times residing in the Board of Directors.

J. To provide a means of hearing grievances and foreclosure proceedings of Members and to observe all due process requirements imposed upon the Association and non-profit corporations.

K. To meet at regularly scheduled times and hold such meetings open to all Members or said Member's representative.

L. To prepare an annual budget for the Subdivision in order to determine the amount of the assessments payable by Members, to meet the expenses, and to allocate and assess such charges among the Members for their pro-rata share of the budget each year, and to submit such budget to the Members on or before the date of the annual meeting.

M. To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increases in expenses or costs related to the operation, maintenance, and repair of the Subdivision, or related to additional capital expenses or emergencies expenses.

N. To file liens and to foreclose liens and to otherwise take appropriate legal action to collect any delinquent assessments, payments of amounts due from Members or from any person or persons owing money to the Subdivision, and to levy a penalty and to charge interest up to the legal rate on unpaid amounts due and owing.

O. To defend in the name of the Association any and all lawsuits wherein the the Subdivision is a party defendant.

P. To enter into contracts with third parties to carry out the duties set forth, for and on behalf of the Board and the Association.

Q. To establish a bank account for the Subdivision and to keep therein all funds of the Association. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Board of Directors.

R. In general, to act for and carry on the administration and affairs of the Association as authorized and prescribed by the Covenants and to do all those things which are

necessary and reasonable in order to carry out the governance and operation of the Subdivision.

S. To arrange, keep, maintain, and renew adequate liability insurance for the Association and the Board.

T. To carry out the duties and responsibilities of the Board in all other matters as may be authorized, needed or required by the Covenants.

U. To allow first lienholders to inspect Association and Board records upon proper notice and during reasonable business hours.

V. To serve as the Design Review Committee of the Association or to appoint Members to such Committee and to carry out the duties thereof as described in the Covenants.

9. VACANCIES AND REMOVAL

After the expiration of the term of the Initial Directors, any vacancy in the Board shall be filled by the remaining Board at a duly held meeting or by the sole remaining director; provided, however, a vacancy created by the removal of a Director by the Members by a majority vote can only be filled by election by the Members. A successor Director shall serve for the unexpired term of his or her predecessor. Voting for Directors or their removal may be by secret written ballot.

10. COMPENSATION

No member of the Board of Directors shall receive any compensation for acting as such, except to be reimbursed for approved expenses incurred in attending Board meetings or carrying out Board functions. Nothing herein however, shall be construed to preclude compensation being paid to any Manager who is hired by the Board.

11. LIABILITY OF MEMBERS OF BOARD OF DIRECTORS

No Member of the Board shall be liable to the Association or any of the Members or any third party for harm, injury, loss or damage suffered because of any action taken or omitted to be taken by any Board of Director serving as a Director in good faith if the Board of Director:

A. exercised and used the same degree of care and skill as a prudent man or woman would have exercised or used under the circumstances in the conduct of his own affairs; or

B. took or did not take action in reliance upon advise of counsel or upon statements or information of other Members, the Manager or employees of the Association which he or she has reasonable grounds to believe.

12. MANAGEMENT AND BUDGET

A Manager may be appointed and/or removed by the Board of Directors. The Manager or any Member of the Board or Association handling Association funds or having power to withdraw or spend such funds shall be bonded, and shall have maintained records of the financial affairs of the Subdivision. Such records shall also detail all assessments made by the Association and the status of payments of said assessments by all Members. All records shall be available for examination during normal business hours by any Member or the Member's representative. All functions and duties herein provided for the Manager may be performed by the Board, or the President, if the Board should decide not to have a Manager.

A. The receipts and expenditures of the Association shall be under the direction of the Board or the Manager and shall include a provision for:

1. Current Expenses: Which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserve or to betterments. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for Deferred Maintenance: Which shall include funds for maintenance and items which occur less frequently than annually.

3. Reserve for Replacement: Which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments: Which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which shall be a part of the common elements of Subdivision.

B. The Manager, if any, shall prepare and submit to the Board a budget, or the Board must prepare the budget each calendar year. The budget shall include the estimated funds required to carry out the functions of the Association, including a reserve for contingencies, to pay for services and materials furnished to the Association, and to provide and maintain funds for the foregoing accounts according to good accounting practices.

Copies of the budget and proposed assessments shall be transmitted to each Member on or before the date of the annual meeting of the Association preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each Member. The budget shall be amended if necessary and approved by a majority of the total votes of the Members voting in person or by proxy at the annual meeting.

C. A financial report of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each Member at the annual meeting.

The Board or the Manager shall generally operate and manage the Subdivision for and on behalf of the Members and shall have such other powers and authority as the Members may designate. If there is no Manager or if the Manager resigns, is terminated or the Manager's contract expires and a successor is not chosen, the Board shall perform all the duties of the Manager until a Manager shall be replaced.

13. AMENDMENT OF BYLAWS

These Bylaws may be amended at any regular or special meeting of the Association providing that a copy of the proposed amendment is included in the notice of such meeting. Upon a vote of seventy-five (75%) of the votes of Members present and voting in person or by proxy at such meeting, based on one vote per Lot, the amendment shall be declared adopted. The Bylaws may also be amended by the execution and acknowledgment of such amendment by seventy-five (75%) of the total votes, based on one vote per Lot.

The Secretary shall as soon as practicable after adoption, prepare a copy of these Bylaws as amended for certification by the President and Secretary of the Association and recording with the Office of the Clerk and Recorder of Yellowstone County. Bylaws as amended shall become effective at the time of recording, and a copy shall be mailed or delivered to each Member.

14. ASSESSMENTS

The Association, acting through the Board of Directors, shall have the power to levy assessments on its Members for capital and operating expenses. The assessments levied by the Association shall be used exclusively to promote health, safety and welfare of the residents of the Subdivision, including, but not limited to, the maintenance of the common areas, open space, utility lines, and common area landscaping, property liability insurance, Association employees' wages, mailing costs and other related expenses incurred on behalf of the Association as further described hereafter. In addition, assessments may be levied for any necessary capital improvements. Notice of each Member's assessments shall be mailed to said Member at the Member's address of record. The assessments shall be levied consistent with the Covenants.

15. NOTICE OF DEFAULT TO LIENHOLDERS

A first lienholder, upon request, will be entitled to written notification from the Association of any default in the performance by an individual Member borrower of any obligation under the Covenants or these Bylaws that is not cured within sixty (60) days.

16. FISCAL YEAR

The fiscal year of the Association shall commence on January 1 of each year and end on December 31 of each year, unless changed by the Board of Directors.

17. DUE PROCESS BY THE ASSOCIATION

In the event there shall be a default, except in the payment of assessments, by a Member or a violation of any of the provisions of of the Covenants or these Bylaws, or non-compliance, notice of the same shall be sent to the Member in writing by the Board of Directors setting forth the nature of the violation or non-compliance and providing for a time certain when the Member shall be confronted by the Board to respond. At such hearing the Member shall be confronted by the person or persons bringing the charges if they are individuals other than the Board of Directors; the Member shall have an opportunity to cross-examine such individuals and present his or her own witnesses, exhibits or testimony in his or her own behalf. At such hearing, if the Member desires, he or she may request an impartial hearing examiner to be present and conduct the proceedings. Following such a hearing, the Board shall enter its findings of fact following the recommendations of any examiner, if any, and setting forth its decision and any actions it deems appropriate if it finds in fact that a violation or default has occurred.

18. MISCELLANEOUS

A. Costs and Attorney's Fees: In any proceeding arising because of an alleged default by a Member, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.

B. No Waiver of Rights: The failure of the Association or of a Member to enforce any right, provision, covenant or condition which may be granted by the Subdivision documents, including, but not limited to, the Covenants and these Bylaw, shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant or condition in the future.

C. Election of Remedies: All rights, remedies and privileges granted to the Association or a Member pursuant to any term, provision, covenant or condition of the Subdivision documents, including, but not limited to, the Covenants and these Bylaw shall be deemed cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the subdivision documents, or at law or in equity.

D. Surplus: Any surplus of the common expense payment by the Members over the actual expenses (including the reserve for contingencies and replacements) during a fiscal year of the Association shall be applied toward the common expenses for the following year, or shall be applied in any other manner which shall benefit the Association and which, on the basis of the United States Federal Income Tax Law, regulations and interpretations existing from time to time, in the sole discretion of the Board, is most likely to avoid taxation of such surplus.

E. Parliamentary Rules: Roberts Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Articles of Incorporation, the Covenants, or these Bylaws.

F. Invalidity: The invalidity of any part of these Bylaws shall not impair of affect in any manner the validity, enforceability or effect of the balance hereof, nor shall it affect the validity, enforceability, or effect of the Covenants.

19. THE COVENANTS

The Declarant has recorded the Declaration of Covenants, Conditions and Restrictions of the Cherry Hills Subdivision – 3rd Filing. These Covenants shall govern the acts, powers, duties and responsibilities of the Association and in the event these Bylaws and Covenants are in conflict, the Covenants shall prevail.

The definition of terms set forth in the Covenants shall be applicable throughout these Bylaws and the interpretation thereof.

By virtue of these Bylaws and the Covenants, each Owner has the right to membership in the Association and any Owner is eligible to be elected to the Board of Directors of the Association.

The Association and its Board of Directors shall have the primary and final authority on all matters solely affecting the Subdivision area, subject to the laws, rules and regulations of the County of Yellowstone, and the State of Montana.

IN WITNESS WHEREOF, _____, authorized representatives of, the owner of record of Cherry Hills Subdivision – 3rd Filing and having a majority of the voting interest of the said Subdivision as of the date hereof, hereby appoints the following persons to serve on the initial Board of Directors until the first meeting of the Association, to-wit:

President: _____

Secretary: _____

Treasurer: _____

and the undersigned record owner and the said Board hereby certify, declare and affirm the adoption of the foregoing Bylaws on the _____ day of _____, 2018.

DECLARANT:

WESTERN HOLDINGS COMPANY, LLC

BY:_____

ITS:_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared_____ (name) , known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that they he/she is the _____ (capacity) of Western Holdings Company, LLC and executed the same.

_____

Notary Public for the State of _____

Printed Name _____

Affix seal to the left

RETURN AFTER RECORDING:
Western Holdings Company, LLC
PO Box 51330
Billings, MT 59105

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHERRY HILLS SUBDIVISION – 3RD FILING

THIS DECLARATION is made this ____ day of _____, 2021, by Western Holdings Company, LLC, a Montana limited liability company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of real property situated in Yellowstone County, Montana, more particularly described on Exhibit "A" attached hereto and incorporated herein ("Property");

WHEREAS, Declarant intends to develop, sell and convey the above-described real property, hereinafter referred to as the "Cherry Hills Subdivision – 3rd Filing"; and,

WHEREAS, Declarant desires to subject all of said real property, together with the Lots contained therein to the covenants, conditions, restrictions and reservations herein set forth and referred to as "Covenants";

NOW THEREFORE, Declarant does hereby establish, dedicate, declare, publish and impose upon the Property the following Protective Covenants, Conditions and Restrictions which shall run with the land, and shall be binding upon and be for the benefit of all persons claiming such Property, their grantors, legal representatives, heirs, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design use, and development of the Property. Such Covenants shall apply to the entire Property, including but not limited to all Lots, Utility Lot and improvements placed or erected thereon, unless otherwise specifically excepted herein. The Covenants shall inure to and pass with each and every parcel, tract, Lot or division.

Said Covenants shall be as follows:

ARTICLE I – DEFINITIONS

Section 1. "Articles of Incorporation" shall mean the Articles of Incorporation for the Cherry Hills Subdivision – 3rd Filing Owners' Association, Inc., a Montana non-profit corporation, filed with the Montana Secretary of State.

Section 2. "Architectural Guidelines" shall mean those architectural guidelines contained in Article VI of these Covenants

Section 3. "Association" shall mean the Cherry Hills Subdivision – 3rd Filing Owners' Association, Inc., its successors and assigns. The Association shall be incorporated as a Montana nonprofit corporation, with its members as the Lot Owners.

Section 4. "Bylaws" shall mean the Bylaws for Cherry Hills Subdivision – 3rd Filing Owners' Association, Inc.

Section 5. "Contract Purchaser" shall mean a person buying a Lot pursuant to a contract for deed, trust indenture or mortgage.

Section 6. "Covenants" shall mean this Declaration of Protective Covenants, Conditions and Restrictions for the Cherry Hills Subdivision – 3rd Filing, and as it may, from time to time, be amended or supplemented.

Section 7. "Declarant" shall mean Western Holdings Company, LLC, a Montana limited liability company, and its successors and assigns, located at PO Box 51330, Billings, MT 59105.

Section 8. "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions for Cherry Hills Subdivision – 3rd Filing, and as it may, from time to time, be amended or supplemented.

Section 9. "Directors" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 10. "Yellowstone County Regulations" shall mean any and all rules and regulations adopted by Yellowstone County that governs the Property and the Lots, including, but not limited to land use regulations and Zoning Regulations.

Section 11. "Cherry Hills Subdivision – 3rd Filing Architectural Committee" shall mean the Committee appointed by the Board of Directors of Directors of Cherry Hills Subdivision – 3rd Filing Owners' Association, whose function is to review and approve or disapprove plans, specifications, designs, landscaping, sites, and locations of improvements to be constructed within Cherry Hills Subdivision – 3rd Filing.

Section 12. "Improvement(s)" shall include, but is not limited to, all buildings, outbuildings, stairs, decks, structures, bridges, roads, pathways, driveways, parking areas, fences, screening walls and barriers, hedges, windbreaks, plantings, trees, shrubs, retaining walls, yard and lawn ornaments of artwork, tree houses, solar panels, water lines, sewer lines, electrical, gas, telephone and internet transmission lines, cable television, television and radio transmission facilities, dishes, towers, poles, signs, and all other structures, installations and landscaping of every type and kind, whether above or below the land or Lot surface.

Section 13. "Lot(s)" or "Property(ies)" shall mean and refer to all real property herein described and platted into Lots as Cherry Hills Subdivision – 3rd Filing according to the official plat, and any amendments thereto, thereof on file and of record in the office of the County Clerk and Recorder, Yellowstone County, Montana. Lots shall mean any real property platted into Lots in any future phases of Cherry Hills Subdivision – 3rd Filing.

Section 14. "Lot Owners" or "Owner" shall mean and refer to any person or entity, whether one or more persons or entities, owning a fee simple title to or interest in a Lot or a Contract Purchaser, whether one or more persons or entities, owning or purchasing a Lot, but excluding those having a mortgage or an interest merely as security for the performance if an obligation; provided, however, that prior to the first conveyance of a Lot for value, the terms "Lot Owner" or "Owner" shall mean the "Declarant" or its successors or assigns. The term "contract purchaser" shall mean a person buying a Lot pursuant to a Contract for Deed. The term "person" shall include any person, persons or entities.

Section 15. "Member" shall mean any Lot Owner or Owner. Each Member or Lot Owner agrees to abide by and be bound by these Covenants, the Articles of Incorporation, and the Bylaws and the Resolutions of the Association, if any.

Section 16. "Utility Lot" means those areas set aside for storm water treatment within the subdivision, and shall include roads, proposed stormwater pond, proposed channels, common areas, and easements.

Section 17. "Utility Lot Management Plan" shall mean the management plan for the lot designated "Utility Lot".

Section 18. "Subdivision" shall mean the Cherry Hills Subdivision – 3rd Filing.

Section 19. "Zoning District" shall mean the City of Laurel's designated zoning district.

Section 20. "Zoning Regulations" shall mean and refer to the Zoning Regulations of the City of Laurel and any and all amendments thereto.

Section 21. Other definitions may be found throughout these Covenants and those definitions are binding upon all Owners. Any term not specifically defined shall be deemed to have a common and ordinary meaning.

ARTICLE II – CHERRY HILLS SUBDIVISION – 3RD FILING OWNERS' ASSOCIATION

Section 1. Association.

An association is hereby established known as "Cherry Hills Subdivision – 3rd Filing Owners' Association," (hereinafter referred to as the "Association"), for the purpose of enforcing these Covenants and operating the Association for the benefit of all Members therein. The initial address of the Association shall be PO Box 51330, Billings, MT 59105. The address of the

Association may be changed by the Board of Directors of Directors upon notice to the Members.

Section 2. Members.

Every Owner or contract purchaser of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separate from the ownership of any Lot. Each Owner shall be responsible for advising the Association of their acquisition of ownership, of their mailing address, and of any changes of ownership or mailing address.

For the purpose of determining membership, at any meeting a person or entity shall be deemed to be a Member upon the recording of a duly executed deed to that Owner, or upon the recording of a Notice of Purchaser's Interest or an Abstract of Contract for Deed showing a contract purchase by an Owner. The legal title retained by the original seller selling under a contract for deed shall not qualify such original seller for membership.

Foreclosure of a mortgage, trust indenture or the termination or foreclosure of a contract for deed wherein title is vested in the mortgage, beneficiary or original seller on a contract, or repossession for any reason of a Lot sold under a contract shall terminate the vendee's membership, whereupon all rights to such membership shall vest in the legal owner.

Section 3. Vote.

A Member shall be entitled to one vote for each Lot owned. Multiple owners of a single Lot shall have one such membership or voting interest between them. If more than one Lot is owned, the Owner or Owners thereof shall have one membership or voting interest for each separate Lot owned.

Section 4. Annual Meeting and Special Meetings of the Association.

The annual meeting of the Association shall be set at a time and place determined and noticed by the Board of Directors. Any special meetings may be called by the President, or in the absence of the President, by the Vice-President. In addition, a special meeting shall be held upon call of 25% of the Owners. Special meetings shall require not less than 10 days written notice of the meeting date, time and location, and a description of the matter to be called before the Association. Notice of annual and special meetings shall be mailed to Owners at the address for each Owner. The presence of Members, in person or by written proxy, representing 55% of the total votes of the membership shall constitute a quorum.

At the annual meeting, the Members shall review and approve a budget for the next year, shall elect Board of Directors to fill any expired term or vacant position, and shall conduct such other business as shall be reasonable or necessary to carry out the purpose of the Association.

Section 5. Board of Directors.

The Members shall have the authority to set the number of Board of Directors, which number shall not be less than three nor more than seven. However, until at least 75% of all Lots existing or to be platted in future phases of Cherry Hills Subdivision – 3rd Filing have been sold, there shall be three Directors, and Declarant shall have the right to appoint the Board of Directors of Directors, who shall not be required to be Lot Owners or Members of the Association. Upon the sale of 75% of the Lots, the Board of Directors shall call a meeting within 30 days of such occurrence to transition the Board of Directors and Association to the Members.

The Board of Directors shall serve for a term to be set by a simple majority of the membership, which shall not be for less than one year. Each Director shall serve until replaced by his or her successor. Any vacancy on the Board of Directors occurring before the next annual meeting of the Members shall be filled by the remaining directors.

All Director meetings shall require the presence of Directors entitled to cast a minimum of 55% of all votes of the Directors. The presence of Directors entitled to cast 55% of all votes of the Directors shall constitute a quorum. The Directors shall act by majority vote.

Section 7. Board of Director's Duties and Responsibilities.

The Board of Directors shall have the power and responsibility of acting on behalf of the Association and its Members as shall be reasonably necessary to carry out the purposes of the Association, including but not limited to take such actions as shall be necessary or reasonable to care for, protect and maintain the easements, proposed stormwater pond, proposed channels, Utility Lot, boundary fence, if any, common areas, community signs or identification; to adopt rules and regulations for the use of the proposed stormwater pond, proposed channels, Utility Lot, boundary fence, if any, common areas to enforce these Covenants; to set and collect assessments; to set annual and/or special meetings; and to act in any other matters set forth herein or which may serve the Subdivision, including the formation of special improvement districts, either public or private, for such improvements as the Association shall approve. Neither the Board nor any Director, officer or Committee member acting in good faith shall be liable to any Owner or member of the Association as a result of any decision or determination made by the Board, a Director, officer or Committee Member.

The Board of Directors shall have the authority to hire additional professional officers, management personnel or companies, consultants, accounting services, legal services or any other personnel which they deem necessary for the smooth, efficient, and professional functioning of the Association. They may include, but not be limited to, a manager, secretary, treasurer, professional consultants, accountants, attorneys and maintenance personnel. The Board of Directors shall also have the authority to make contractual arrangements with outside entities, including but not limited to attorneys, accountants, engineers, environmental consultants, maintenance contractors, and building contractors to provide for the smooth, efficient, and professional functioning of the Association.

Section 8. Annual Meeting of the Board of Directors.

The annual meeting of the Board of Directors shall be held immediately after the annual

meeting of the Members. At the annual meeting, the Board of Directors shall elect officers of the Association, including a President, Vice-President and Secretary-Treasurer (the Secretary/Treasurer position may be divided into two separate positions), from among the Board of Directors, except that the Secretary-Treasurer may be a Member(s) who is not a Board of Director. The officers of the Association shall follow the directions of the majority vote of the Board of Directors.

Section 9. Officers.

The duties of each of the offices shall be as follows:

A. President. The President shall preside over all meetings of the Association. The President shall call the membership together whenever necessary. The President shall be the general administrative and executive officer of the Association, and shall perform such duties as may be specified, and exercise such powers as may be delegated to the office of President by the Board of Directors.

B. Vice-President. The Vice-President shall exercise the powers of the President in the absence of the President.

C. Secretary-Treasurer. The Secretary shall give notice of all meetings of the Association, and shall keep a record of the proceedings of the meetings of the Association. The Secretary shall be authorized to sign on behalf of the Association, all records, documents and instruments when such are authorized to be signed by the Association.

The Treasurer shall keep and maintain adequate and correct accounts of the accounts, properties, and business of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains and losses of the Association. The Treasurer shall prepare and report such periodic accountings as shall be required by the Association.

Section 10. Vacancy

A vacancy in any office of the Association shall be filled by appointment by the Board of Directors until the next annual meeting or the successor is duly appointed or elected.

ARTICLE III - ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Assessments.

Each Owner, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these Covenants, and to pay to the Association:

A. Annual assessments or changes; and,

B. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the property and Lot, and shall be a continuing lien upon the property or Lot against which each such assessment is made. Each assessment, together with the interest, costs and reasonable attorney's fees, shall be the personal obligation of the Owner of such Property or Lot at the time when the assessment are due.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used to promote the recreation, health, safety, convenience and welfare of the Owners, for the improvement, repair, replacement and maintenance of easements, Utility Lot, proposed stormwater pond, proposed waterway, common areas, community mail boxes, community signs or identification, and any landscaping located in the Subdivision that is the responsibility of the Association, insurance, general maintenance, creation of reserves, management and administration the Utility Lot, proposed stormwater pond, proposed channels, the taxes or fees for Utility Lot, proposed stormwater pond, proposed channels, and weed control in the Utility Lot or common areas, and for any other purposes, expressed or implied, in these Covenants.

Section 3. Amount and Approval of Assessments.

The maximum assessment per Lot which may be made by the Association in every calendar year shall not substantially exceed the projected and budgeted actual and reasonable costs to be incurred by the Association during the coming year in carrying out the purposes herein set forth, and may include a reasonable reserve for contingencies. The amount of the annual assessments shall be fixed by the Board of Directors of the Association in the following manner:

At each annual meeting of the Members of the Association, the Board of Directors shall present a proposed budget of the estimated expenses for the Association for the coming year to the members for review, discussion, amendment, comment and approval. The Members shall approve or amend the proposed budget by a majority vote of the members present or voting by proxy. After the annual meeting, the Board of Directors shall set the amount of the assessments and the date(s) due for the coming year to cover the budget approved in the manner herein set forth.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or other capital improvements on the properties, Utility Lot, proposed stormwater pond, and proposed channels, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) or more of all of the votes of the Members who are present, in person or by proxy, at a meeting duly called for that purpose. Special assessments may be levied to be paid over one or more years. Assessments for normal maintenance and repairs shall not require two-thirds (2/3) vote.

Section 5. Uniform Rate of Assessment.

Annual assessments shall be fixed by the Board of Directors at a uniform rate for each Lot, except the Board of Directors may fix a different uniform rate for improved and unimproved Lots. The assessments may be collected on a monthly, quarterly or annual basis, or any other regular basis as shall be determined by the Board of Directors of the Association. Special assessments shall be fixed at the same rate for each Lot affected by the special assessments.

Section 6. Date of Commencement of Annual Assessments; Due Dates.

Except as herein provided, the annual and special assessments provided for herein shall be due on the date determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty days in advance of the due date of each annual assessment, and at least ninety days in advance of a special assessment. Written notice of the annual and special assessments shall be mailed or personally delivered to every member subject thereto, at their last known mailing address.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owners obligated to pay the same or foreclosure the lien against the property or Lot, restrict the Owner's right to vote and/or utilize the Utility Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Utility Lot or by abandonment of their Lot.

Upon delivery of the notice of assessment to the Owner, the assessment shall be a lien upon the Owner's Lot until paid. The Association may record a notice of the lien with the Clerk and Recorder of Yellowstone County, Montana. In the event of non-payment within thirty days after the recording of the notice of lien, the Association may foreclose the lien in the manner set forth under Montana law for the foreclosure of liens against real property. The Association is entitled to collect during an action for delinquent assessments any and all reasonable attorney fees and costs accrued prior to and in association with the collection of delinquent assessments.

Section 8. Sale or Transfer of a Lot.

The sale, transfer or encumbrance of any Lot shall not affect the assessment lien if recorded in the records of Yellowstone County, Montana, or the personal liability of the Owner responsible for the assessment. No sale or transfer to a third party with actual or constructive knowledge of an assessment shall relieve such new owner from the liability for and responsibility to pay any outstanding assessments, or from any assessments thereafter becoming due, or from the recorded lien thereof. A person or entity purchasing a Lot shall be responsible for checking with the Association for any outstanding assessments against said Lot before the closing upon the purchase.

ARTICLE IV- CHERRY HILLS SUBDIVISION – 3RD FILING UTILITY LOT MANAGEMENT PLAN

Section 1. Cherry Hills Subdivision – 3rd Filing Utility Lot Management Plan.

The Subdivision is designed to meet the goals and objectives the City of Laurel.

The Cherry Hills Subdivision – 3rd Filing Utility Lot Management Plan is intended to provide a guideline for the protection, management, development, operation, and maintenance of the utility lot, proposed stormwater pond, and other common use items within the Subdivision.

Section 2. Utility Lot

The Utility Lot, including but not limited to the stormwater pond, structures, outfall channel, and other items necessary for the Subdivision, as designated on the final plat, and any amended plat, shall be preserved in perpetuity for use by the Association. The Association shall be responsible for the maintenance payment of fees, liability insurance and taxes for these areas, and shall have the right and obligation to provide for the protection, management, development, operation, and maintenance of the Utility Lot, the stormwater pond, structures, outfall channel, and other items.

Section 3. Assessments for Utility Lot
The Board of Directors shall establish assessments for the taxes, insurance, and maintenance of the Utility Lot under the control and authority of the Association. The assessments levied by the Board of Directors for the maintenance, upkeep, repair and operation of the Utility Lot, like all other assessments, become a lien on each Lot within the Subdivision. The Board of Directors, may, in its discretion, adjust the assessments to meet the changing needs of the community and the areas serving the community.

Section 4. Not Used.

Section 5. Not Used

Section 6. Mechanized Vehicles Prohibited.

No motorcycles, ATV's, snowmobiles, boats or similar means of transportation are permitted in or on the Utility Lot, proposed stormwater pond, and proposed channels. Motorized vehicles or equipment are allowed in or on the Utility Lot exclusively for maintenance purposes.

Section 7. Landscaping of Utility Lot.

Landscaping and plantings shall feature native species, but may incorporate non-native and ornamental species of trees and shrubs that will minimize maintenance and water consumption, or

that will contribute to wildlife depredation problems. Terrain modification may occur where needed to enhance opportunities for human activities to improve vegetative screening, to enhance watercourse development, and to minimize maintenance. Temporary fencing around shrubs and trees may be utilized to prevent or minimize destruction by animals or people during the time necessary to ensure the protection and survival of any plantings.

Section 8. Noxious Weeds.

Noxious weeds shall be controlled on all common and open space areas. The preferred method is by introduction of desirable plant species that eliminate weed. Interim measures permitted include herbicide applications, mowing and biological control. All herbicide applications shall be conducted according to applicable regulations.

Section 9. Wildlife.

No feeding of wildlife other than birds shall be allowed in or on the Utility Lot. The killing, hunting or taking of any wildlife species by any means within the Utility Lot is prohibited except for the catching and release of fish, and the control of specific animals known to be causing unacceptable damage to property or persons (i.e. beavers damming the watercourses or porcupines identified as girdling planted trees). In such cases, the Board of Directors shall contact appropriate professional consultants to trap and relocate such animals.

Section 10. Domestic Pets.

Domestic pets shall not be allowed at any time in or on the Utility Lot or other common areas unless on a leash. Pet owners shall be required to clean up after any pets they take on the Utility Lot. At no time shall any domestic pet be permitted to chase or harass wildlife in or on the Utility Lot, or other common areas.

Section 10. Prohibited Uses.

No use of fireworks, firearms, hunting and/or loud music or having loud parties in the Utility Lot is permitted.

Section 11. Fencing.

No fences shall be permitted in the Utility Lot, unless otherwise provided herein. The boundary of the Property, including the Utility Lot, may be fenced upon the request by neighboring property owners to prevent neighboring livestock from entering the Property. Temporary fences for the protection of plantings, as identified above, may be permitted.

Section 12. Signage.

Signs shall be permitted to identify trail routes, direct human activity or provide interpretive information. Directory signs should be combined with landscaping features, be made of natural appearing materials, and must comply with these Covenants and Zoning Regulations.

Section 13. Nuisance.

No Owner, guest or invitee may use or occupy the Utility Lot or common areas in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other Owner, guest or invitee of the Subdivision. Violations shall be enforced by the Board as provided for in these Covenants, including, but not limited to the levying of a fine and seeking compensation from such Owner, guest or invitee

ARTICLE V - ARCHITECTURAL REVIEW COMMITTEE AND ARCHITECTURAL REVIEW PROCESS

Section 1. Architectural Review Committee

The Cherry Hills Subdivision – 3rd Filing Architectural Review Committee (hereinafter the "Architectural Committee") shall consist of three (3) members appointed by the Board of Directors, one of whom shall be designated as the Chairperson. It is suggested that at least one of the members of the Architectural Committee have professional qualifications in the area of architecture, landscape architecture, or construction.

Section 2. Scope of Responsibilities

The Architectural Committee has the right to exercise control over all construction of any Improvement within the Subdivision. It will also review all Owner's alterations and modifications to existing structures, including, but not limited to, exterior walls, exterior painting, renovations, and landscaping.

No residence or structure, Improvement, wall, garage, outbuilding or other structure shall be made, erected, altered or permitted to remain upon the Lot until written plans and specifications showing the site plans, floor plans, design, nature, kind, color, dimensions, shape, elevations, material, use and location of the same shall have been submitted and approved, in writing, by a majority of the Architectural Committee as to the plans and specifications compliance with these Covenants.

All documents submitted for review must be dated and labeled with the specific project title, owner, architect, contractor, and address, and must be accompanied by the fees required for review.

Section 3. Standards for Architectural Review.

It shall be the Owner's responsibility to ensure that all proposed construction of any Improvement shall comply with the Uniform Building Code, National Plumbing Code, the National Electrical Code, and the City of Laurel Codes, these Covenants, and any amendments thereto.

All plans must be harmonious with the overall plan for the Subdivision. All plans and

specifications must be suitable to the Lot, the adjacent Lots, the adjacent properties, and the neighborhood. All Improvements must be compatible with the surrounding properties and Lots so as to not impair or degrade Subdivision or its aesthetic values.

The Owner shall reference and follow all guidelines and design requirements of the Subdivision Fire Protection Plan when designing any Improvement.

Section 4. Review Fee.

A review fee will be required at the time of submission of all of the documents and sample materials. The Owner shall submit the documents and the required fee to the Architectural Committee chairperson or other designated member of the Architectural Committee. The purpose of the design review fee shall be to defray the Association's cost of review of all proposed site plans and specifications submitted to them. The fee, which shall be set by the Board of Directors, shall initially be $500.00.

Section 5. Documents Required for Review.

Three copies of the following documents in engineering scale of 1/8" = 1'0" should be submitted to the Architectural Committee chairperson:

A. Site plans including:

Lot lines and setback lines with dimensions; Building/Improvement footprints with entries, porches, balconies and decks delineated; Location, dimensions and materials for driveways; Elevation of first floor; Height of foundation from the top of the curb; Landscaping requirements and concepts; Location, height and material for retaining walls or garden walls; Water, electric and sewer service; and Exterior light locations and type.

B. Complete construction drawings, including floor plans, exterior elevations of all sides, roof design, specifications, and any construction details, as follows:

1. Floor Plans showing: Foundation plan dimensioned; Exterior walls shown and dimensioned; Room use and dimension; Wall, window and door openings dimensioned; All overhangs of floors and roofs as dashed lines; Overall dimensions; and Total enclosed square footage.

2. Elevations including: A description of the material for the front street elevation; Porches, balconies, doors and windows; Principal materials rendered and specified; Height of each floor, eaves, and roof peak dimensioned from the first floor; Overall height from ground level; Roof pitch; Major building sections; Typical walls from ground to ridge; and Typical porch section from ground to roof.

3. Roof Plan: Elevations of the Roof; and description of roof materials.

4. Landscape Plan: Listing of all trees and plants to be installed and their respective locations.

5. Samples (1 set) of all exterior materials in their respective color proposals in an adequate size to evaluate.

Section 6. Review Procedures.

The Owner will be notified in writing by the Architectural Committee within thirty (30) business days after receipt of all documents and items required for submittal in Article V, Section 5 that the design has been approved, approved with stipulations, or disapproved. The Architectural Committee's thirty (30) business day review period will not commence until all documents and items specified in Article V, Section 5 have been submitted to the Architectural Committee.

The Architectural Committee may request additional plans, specifications, and samples in order to complete their review. In the event of such request, the review time period shall toll and shall not again commence running until after such additional plans, specifications, and samples have been submitted to the Architectural Committee.

An application may be withdrawn by an Owner without prejudice, provided the request for withdrawal is made in writing to the Architectural Committee. No fees will be refunded due to such withdrawal.

If the Architectural Committee does not contact the Owner within thirty (30) business days of the review commencement date, the application shall not be deemed "approved," and the Owner shall be entitled to file a written request with the Board of Directors that the application be reviewed by the Architectural Committee within five (5) business days of the date of the Owner's written request.

If an application is approved with stipulations or is disapproved, the reasons for the approval with stipulations or disapproval will be clarified for the Owner by the Architectural Committee, in writing and/or with drawings, within ten (10) business days after the Owner has been notified of the Architectural Committee's decision.

If an application has been denied, or the approval is subject to stipulations that the Owner feels are unacceptable, the Owner may request a hearing before the Architectural Committee to justify the Owner's position. The Architectural Committee will consider the arguments and facts presented by the Owner and notify the Owner of its final decision within ten (10) business days of the hearing. If the Owner disagrees with the Architectural Committee's final decision, the Owner may appeal such decision to the Board of Directors and the Board of Directors shall hold a hearing, during which the Owner and the Architectural Committee may be heard. The Board of Directors shall consider all arguments and facts presented and shall render a final decision within ten (10) business days of such hearing.

Section 7. Action Upon Architectural Committee's Approval.

Approval by the Architectural Committee does not relieve an Owner of the Owner's obligation to obtain any government, city, state and county approvals necessary to construct the Improvement, including, but not limited to, a City of Laurel land use permit. If such approvals are required and are not obtained by the Owner, the Architectural Committee and/or the applicable government, state and county agency may take whatever actions are necessary against the Owner to force compliance.

Upon approval by the Architectural Committee, the Owner must obtain a building permit from the City of Laurel prior to commencing any construction. With the Owner's application for a building permit, the Owner shall also submit the Architectural Committee's approval letter or approval stamp on the Owner's plans, as a prerequisite for City of Laurel reviewing and issuing such building permit. Upon receipt of both the Architectural Committee's approval letter and the building permit, the Owner may commence construction in strict accordance and adherence with the plans and specifications submitted to and approved of by the Architectural Committee. Any deviation from said plans and specifications which, in the judgment of the Architectural Committee, is a deviation of substance from the plans and specifications approved of by the Architectural Committee, the Architectural Guidelines contained herein, or any other provision of these Covenants, and/or is a detriment to the appearance of the Improvement or to the surrounding or neighboring areas or Lots, shall be promptly corrected by the Owner, at the Owner's expense, to conform with the plans and specifications submitted by the Owner and approved of by the Architectural Committee, or such deviation may be corrected by the Association at the Owner's expense as provided in these Covenants.

Section 8. Variances.

All variance requests pertaining to the Architectural Committee approvals must be made in writing to the Architectural Committee, and must be accompanied by written verification that the requested variance does not violate the Zoning Regulations, City of Laurel regulations, and that such a variance has not already been requested by the Owner from the Zoning District and/or Yellowstone County. Any variance granted shall be considered unique and will not set any precedent for future decisions.

The Architectural Committee may, upon application, grant a variance from the Architectural Guidelines, provided that the spirit of these Covenants is complied with, the requested variance does not violate the zoning regulations or any Yellowstone County regulations, and written notice of the nature of the variance has been mailed or personally delivered to all other Lot owners in the Subdivision at least ten days before the variance is considered, in order to give the other Owners a chance to comment and provide input to the Architectural Committee. The Architectural Committee shall have the duty and power to make the final decision on the granting of the variance, without any liability being incurred by the Architectural Committee or damages being assessed against the Architectural Committee, due to any decision of the Architectural Committee.

Section 9. Eighteen Months for Completion.

Any Improvements to be constructed or erected in accordance with the approval given herein, including all landscaping, must be diligently continued and completed within eighteen months from the date of approval, unless otherwise extended in writing by the Architectural Committee. If construction of any Improvement is not commenced within one year after approval, a new approval must be obtained.

If any Improvement is commenced within one year, but is not completed in accordance with the plans and specifications within twelve months, the Board of Directors of the Association, at their option, may take such action as may be necessary, in their judgment, to improve the appearance of the Improvement so as to make the property harmonious with other Lots and properties, and to comply with these Covenants, including completion of the exterior, removing the uncompleted structure, or any combination thereof. The amount of any expenditures made in so doing shall be the responsibility and obligation of the Owner. A lien on the Lot may be recorded and shall be enforceable by an action at law. In lieu thereof, the Association may take such action as is available by law or equity, including, but not limited to, an injunction, or seeking damages, and shall be entitled to reimbursement of the Association's costs and attorney fees as may be awarded by the Court.

Section 10. Inspection and Compliance with Approved Plans.

The Architectural Committee may inspect all work in progress and any completed Improvement, and give notice of any noncompliance as set forth below.

During construction or upon completion of any Improvement, if the Architectural Committee finds that such work was not done in strict compliance with all approved plans and specifications submitted or required to be submitted for its prior approval, it shall notify the Owner and the Board of Directors of such noncompliance, and shall require the Owner to remedy the same. If upon the expiration of seven (7) business days from the date of the notification, the Owner has failed to commence to remedy such noncompliance, the Board of Directors shall determine the nature and extent of the noncompliance, the estimated cost of correction and any fine the Board of Directors so elects to assess for such noncompliance or pursuant to a fine schedule adopted by the Board of Directors. The Board of Directors shall notify the Owner in writing of the Board of Director's estimated cost of correction action, which may include removal, and any associated fine. The Owner shall then have five (5) business days to pay any assessed fine and to commence such corrective action. Any corrective action must be completed within thirty (30) days of the Board of Directors providing the Owner written notice of the cost of corrective action.

If the Owner does not comply with the Board of Director's determination within the five (5) business day period referenced above, the Board of Directors, at its' option, may stop the Owner's construction of the Improvement, remove the noncomplying Improvement, or remedy the noncompliance, and the Owner shall reimburse the Association upon demand for any and all expenses incurred as a result of the Owner's noncompliance. If such expenses are not promptly paid by the Owner to the Association, the Board of Directors may levy an assessment against the Owner and/or file a lien against the Owner's Lot upon which the Improvement was/is situated,

for reimbursement of the Association's expenses, and the same shall be enforced and/or foreclosed upon in the manner provided for by law.

Section 11. Limitation of Responsibilities and Liability.

The primary goal of the Architectural Committee is to review the Owner's submitted application, plans, specifications, materials and samples in order to determine if the proposed Improvement conforms with the Architectural Guidelines. The Architectural Committee does not assume responsibility for the following.

A. The structural adequacy, capacity or safety features or the proposed Improvement.

B. Soil erosion, ground water levels, non-compatible or unstable soil conditions.

C. Compliance with any or all building codes, safety requirements, and governmental laws, regulations or ordinances.

Neither the Declarant, the Association, the Board of Directors, the Architectural Committee, nor the individual members thereof, may be held liable to any person or Owner for any damages for any action taken pursuant to these Covenants, including, but limited to, damages which may result from correction, amendment, changes or rejection of plans and specifications, the issuance of approvals, or any delays associated with such action on the part of the Board of Directors or the Architectural Committee.

Section 12. Construction Site Maintenance and Clean-up.

Construction materials shall not at any time prior to, or during construction, be placed or stored in the street or located anywhere else that would impede, obstruct or interfere with pedestrians or motor vehicle traffic within the sidewalk and/or street rights-of-way. All construction materials shall be removed from the entire Lot within thirty (30) days of substantial completion of construction.

Construction sites shall be kept clean, neat, and well organized at all times. All construction debris shall be the responsibility of the Owner and the Owner's contractor, and shall be kept clean and properly stored on a daily basis. If construction debris blows onto another Owner's Lot, it is the responsibility of the Owner and the Owner's contractor to clean it up immediately. Street cleanliness is of particular concern. Any construction debris, especially dirt, gravel, rocks, and concrete, that falls or is left in the street shall be removed immediately from the street, and be brought back to a broom clean condition. The Association shall strictly enforce this provision, and reserves the right to fine negligent parties up to $500.00 for each infraction, to complete any clean up the Board of Directors determines to be necessary, and/or to assess the Lot Owner for all clean-up costs.

ARTICLE VI – ARCHITECTURAL AND LANDSCAPE GUIDELINES

The Architectural Guidelines which follow are intended to compliment the Zoning Regulations which govern this Subdivision and to clarify the intention for the design of Improvements in the Subdivision. Specifically, these guidelines set forth design criteria which address the design of Improvements and location. The intent to these guidelines is to define a minimum level of quality and consistency of Improvement design, which shall be consistent with and maximize the quality of the overall Subdivision. Unique design elements of the Improvements will be respected and individual expression is encouraged, provided they are harmonious with the overall plan of the Subdivision and the neighboring Lots.

I. ARCHITECTURAL GUIDELINES.

Section 1. Purpose.

These Architectural Guidelines allow for flexibility while maintaining architectural continuity, and are intended to compliment the Zoning Regulations. The primary goal is to ensure that the proposed Improvement design, including landscaping, maintains or exceeds the general level of quality, size, appearance, and marketability as is commensurate to residential lots and homes adjacent to it. The City of Laurel will have no power to issue a building permit for any Improvement which has not been approved of by the Architectural Committee.

Section 2. Design Criteria and General Regulations.

The intent of the following Architectural Guidelines are to provide a continuity to the built environment of the Subdivision, while encouraging unique approaches to the Architectural Guidelines provided herein. Using scale, proportion, and orientation, colors and materials, all Improvements in Cherry Hills Subdivision – 3rd Filing will celebrate the surrounding land forms and concentrate on preserving view sheds and blending into the landscape throughout the Subdivision. These guidelines specifically require homes designed by a licensed architect that are sensitive to the environmental conditions and prohibit tract style design types, inadequate site planning solutions, unorthodox design solutions or other approaches that damage property values and/or aesthetic values in the Subdivision as determined by the Architectural Committee. It is the intention of the Covenants to ensure that all homes shall be of quality workmanship and materials compatible with the other homes in the Subdivision. All initial or subsequent improvements to Lots in the Subdivision shall be subject to the following architectural and landscaping guidelines. All plans must be approved by the Committee as provided herein, prior to application to the City of Laurel for a building permit. No construction of, or alteration to, any Improvement shall be commenced on any Lot prior to receiving the written approval of the Architectural Committee and, if necessary, a building permit from the City of Laurel.

All Lots in the Subdivision are subject to the Zoning Regulations and City of Laurel regulations. In addition to these Covenants, Zoning Regulations and City of Laurel regulations, building design and construction may be subject to other County, State and Federal regulations. The Owner shall be responsible to ensure conformance with all applicable

regulations.

Section 3. Single Family Residence Lots and Density.

The Lots in the Subdivision shall be used exclusively for the construction of single family residences only. No more than one single family residence may be constructed on each Lot.

Section 4. Building Area.

Each Lot shall have a designated building area. All construction of Improvements, except landscaping, shall occur in the designated building area.

Section 5. Improvement Types.

All Improvements built within Cherry Hills Subdivision – 3rd Filing shall be stick-built on site, using common dimension lumber and other similar basic materials. Prefabricated, modular, panelized, factory built and/or kit homes of any type are prohibited within the Subdivision.

Section 6. Improvement Height.

The height of any Improvement shall be limited to a maximum of 28 feet for a single story Improvement and 30 feet for a two-story Improvement. Improvements shall be measured from the highest ridge to the lowest adjacent grade.

With approval from the Architectural Committee, a chimney, cupola, and other architecture feature may exceed the given height limitations by no more than 2 feet.

Section 7. Size of Residential Improvements.

A. Minimum.

Any residential Improvement constructed on a Lot shall have minimum living space, exclusive of garages, decks, and porches, of 2,500 square feet.

B. Maximum.

Any residential Improvement constructed on a Lot shall not exceed a maximum living space, exclusive of garages, decks, and porches, of 6,200 square feet. To exceed After 6,200 square feet of living space, an Owner must obtain a variance to these Covenants from the Architectural Committee and may be required to implement increased fire prevention requirements.

Section 8. Accessory Buildings.

One accessory building shall be allowed, which shall not exceed 24 feet in height. No accessory building may be erected in any required front yard or setback. Detached garages shall be erected no closer than five and one-half feet of any principal residence. No other separate accessory use shall be erected within ten feet of any principal residence. The exterior design, style and colors

of any accessory building on a Lot shall conform to the design, style and colors of the principal residence, and must receive prior approval of the Architectural Committee. All accessory buildings, including, but not limited to, garages and storage buildings, shall be architecturally compatible with the principal residence.

Section 9. Setback Requirements.

All Improvements shall have a minimum of a 25-foot setback from all irrigation ditches, not within the boundary of the Property. Unless otherwise specified, the front setback for each Lot shall be 30 feet from the front Lot line, the side setback for each Lot shall be 10 feet from each side Lot line, and the rear setback for each Lot shall be 10 feet from the rear Lot line.

Section 10. Exterior Walls and Facades.

The character of the exterior of the Improvement should be kept simple in order to harmonize and compliment the surrounding environment of the Lot. Natural materials and subdued colors should pre-dominate the main body of the Improvement. Exterior trim can be more colorful and contrast the main body.

A. Materials.

The exterior siding of all residences and Improvements shall consist of natural stone, rock, brick, stucco, or wood which is painted or stained. Simulated stone and new building materials that maintain the aesthetic character of the Subdivision may be considered by the Architectural Committee. No vinyl siding, cement block, panel siding similar to T1-11 siding, plywood sheet siding, or unfinished reflective siding is permitted. Any use of sheet or panel metal siding must be approved by the Architectural Committee, and shall run in a horizontal or diagonal directions, and shall be lapped. All facades of a residence or Improvement shall be made of the same materials and similarly detailed.

B. Colors.

The color palette of the body of the Improvement shall be traditional colors, including earth tones, neutral, natural wood, or muted primary colors, that harmonize and compliment the neighboring Improvements and Lots. Trim may be more colorful and contrasting in order to add visual interest. Color of homes will be determined on a case by case basis by the Architectural Committee. All exterior wood shall be painted or stained.

C. Wall Form.

No wall shall consist of single finish treatment for more than 14 horizontal feet without interruption by a wall projection or a different siding material, window, wall corner, chimney, wall recess, porch or other architectural element that adds interest.

D. Windows and Doors.

The pattern, sizing, symmetry, of windows and doors determines the scale and feel of an Improvement. Windows are key architectural element that creates interest and contrast, such that it is recommended that a significant number of windows are utilized in the design of the improvement. All windows will be double or triple glazing. Low E coatings are permitted, but no mirror glazing is allowed. The Architectural Committee will require that the following aspects be carefully addressed in the window design:

1) Consistency of types and shapes.
2) Special shapes for future windows in appropriate areas
3) Window patterns consistent with design of the Improvement.

Section 11. Foundation Design.

All Improvement foundations shall be constructed to at least 18" above the top of the curb. Basements may be constructed in areas of suitable ground water depths, but flood prevention building techniques must be used including sump pumps and approved foundation sealing.

Exposed concrete shall be limited to a maximum of 8 inches from the bottom of the siding to the finish grade. Exposures of more than 8 inches shall be covered by shrubs, masonry veneer, texture concrete surface such as exposed aggregate or synthetic stucco.

Section 12. Roofs.

Roofs are a major element in the design of an Improvement and therefore will be emphasized by the Architectural Committee. Roof designs should complement the mountain foothills with the goal of bringing continuity to the Subdivision. Consideration should be given to the prevention of excess snow build-up, ice damming and snow shedding.

A. Designs.

Designs of roofs used in a creative and aesthetically pleasing combinations as well as pitches of the indigenous buildings found around the City of Laurel are recommended. Secondary roofs forms are also highly recommended in roof designs for the Subdivision, as they are useful in giving proper scale to larger roof masses.

B. Pitches.

The minimum roof pitch is 6:12 for major components of any roof. Secondary roof forms may have varying roof pitches, but no roof component shall have a pitch less than 4:12. Should a lower or higher roof pitch be desired by an Owner, the Owner may seek a variance from the Architectural Committee so long as such pitch is appropriate for the design of the improvement and does not compromise the integrity of the Subdivision.

C. Secondary Roof Structures.

Dormers, skylights, chimneys, and solar collectors are considered secondary roof structures.

Dormers and other secondary roof structures are encouraged to give scale to the main roof and also create habitable space within the roof. When designing the location of the skylights, consideration should be given to both the interior and exterior of the Improvement. Locations should also be coordinated with window and door locations. Skylights shall be flat and not bubbled, and located away from valleys, ridges, and other areas where drifting snow and snow ice may hinder the performance and safety of the Improvement. Any use of solar panels or collectors must first be approved by the Architectural Committee. Any approved solar panels or collectors shall be inconspicuously located, and shall be integrated into the overall roof design, parallel with the slope of the roof or wall of the Improvement, and are not to be on any roof parallel to the street.

D. Entry Definition, Overhangs and Fascia.

Caution should be used when designing entry definition, overhangs and fascia to minimize snow shedding towards walkways, driveways, porches, decks, balconies, or any other place a person may be injured by sliding ice. Entrances should be expressed with a gable or shed roof and protected with adequate overhangs. All overhangs shall be at least two feet in length. Fascia materials shall be built-up. Substantial trim elements, such as built-up, double fascia's of 12 inches overall dimension, are preferred. All eaves and soffits shall be designed so as not to allow embers to be caught or trapped in the event of a fire.

E. Materials.

Roof materials shall be constructed of fire-resistant materials carrying a class A rating. The following are the only acceptable roof materials: Class A synthetic shakes or shingles; Class A wood or Cedar shakes; Natural and synthetic slate tiles; Standing ridge metal roofing; or other similar materials allowed by the Architectural Committee.

E. Gutters Down Spouts and Flashing.

Gutters and down spouts are allowed but they must be of a color and finish that matches the Improvement or trim. The down spouts must be a part of the initial design of the Improvement reviewed by the Committee. Unpainted gutters down spouts and flashing shall not be allowed.

F. Roof Equipment.

All roof mounted equipment shall be integrated into the overall roof design and screened. All sewer, bath fan, hot water heater, wood or gas stove, or other roof venting stacks shall be painted a color as similar as possible to the roof material color.

G. Chimneys.

Chimneys may exit the sides of residences or Improvements as well as the roof of the residence or Improvement. It is strongly encouraged that chimneys emerge from the highest roof volume. When part of an exterior wall, chimneys may be used as an accent form to break up the mass of the wall. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top. Chimneys shall be of a material

that compliments the other exterior finishes, and may include brick, natural stone, stucco, or wood framing when the finished wood material is the same as the siding.

Section 13. Decks, Balconies, and Porches.

Decks, balconies and porches, are to be used to accentuate the architecture of the Improvement and create interest and variations in the Improvement. Articulation of indoor, outdoor shared space with thought of the transition between the two is encouraged. Multiple elevations and combinations of covered decks, projecting balconies and bay windows shall be encouraged.

Section 14. Garages.

Each single-family residence is required to have a minimum of an attached or detached 2 car garage. With sectional roll up doors. If the garage is unattached, Owners are encouraged to design a walking space between the residence and the garage. The detached garage must adhere to the same Architectural Guidelines as the residential improvement, must compliment the residential improvement and be proposed to the Committee for review at the same time as the residential improvement. There will be no long term storage of cars or other vehicles outside the garage.

Section 15. Energy Considerations.

All Improvements shall be designed so that the primary source of heat is natural gas or electricity. The use of wood, wood bi-products or coal burning appliances as the major heat source is prohibited. All wood burning devices except fireplaces shall be fitted with catalytic converters.

Section 16. Exterior Lighting.

All exterior residential lighting must be free of glare and shall be fully shielded or shall be indirect lighting. All exterior residential lighting on all Lots must be incandescent and limited to a maximum of 60-watt incandescent bulbs, and shall be of such focus and intensity so as to not cause disturbance to adjacent Lots. No direct lighting shall shine beyond the Lot line of any parcel. No exposed bulbs, mercury vapor or high-pressure sodium lights are permitted.

Decorative fixtures, or recessed or canned lighting is encouraged for porches, main entrances and other exterior applications to achieve softer, non-glare, lighting effects. All residential lighting shall comply with the Zoning Regulations and City of Laurel lighting requirements.

Recessed or can lighting is encouraged for porches and main entrances for softer lighting effects. Clear glass fixtures (i.e. coach lantern style) are prohibited. Honey glass or amber glass panels are encouraged as an alternate.

Obtrusive flood lighting and front yard landscape/pathway lighting, and clear glass or exposed bulb (non-cutoff) fixtures are prohibited. Yard and walkway lighting shall be compatible with the scale and architectural design of the main residence.

All exterior lighting and exterior lighting changes shall be approved by the Committee.

For the purposes of this paragraph, the following definitions shall apply:

> Fully Shielded lights: Outdoor residential light fixtures shielded or constructed so that no light rays are emitted by the installed fixture at angles above the horizontal plane as certified by photometric testing.
>
> Indirect Light: Direct light that has been reflected or has scattered off of other surfaces.
>
> Glare: Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see.

Section 17. Parking

All parking shall be off-street. A minimum of two off-street parking spaces shall be provided for each residence.

Section 18. Signage.

Signs shall be limited to identification signs, real estate sale signs and street signs, no larger than six square feet, the design and location of which must be approved of by the Committee.

Section 19. Zoning.

All zoning, land use regulations and all other laws, rules and regulations of any government or agency under whose jurisdiction the property and Lots lies are considered to be part of these Covenants and enforceable hereunder; and all of the Owners of said Lots and properties shall be bound by such laws, rules and regulations.

In the event there is a conflict between the Covenants and the applicable zoning, the most restrictive provision of either the Covenants or the zoning shall control.

Section 20. Easements.

There are reserved, as shown in the plat and as may otherwise be reserved by the Declarant, easements for the purposes of constructing, operating, maintaining, enlarging, reducing, removing, laying or relaying lines and related facilities and equipment for utilities, including, but not limited to, those providing gas, communication and electrical power. Landscaping elements and other items allowed by the Covenants and approved of by the Committee may be placed along as long as the intended use of such easements are not prevented.'

II. LANDSCAPE DESIGN GUIDELINES

Section 1. Driveways.

All driveways and parking areas shall be surfaced with concrete, and in no case be located closer than five (5) feet to adjacent Lot lines. No Lot Owner shall fill or obstruct the natural flow of any borrow ditch, drainage swale, or culverts.

Section 2. Fences.

No fences shall be permitted on Lots, unless otherwise provided herein. Temporary fences for the protection of plantings, as identified above, may be permitted.

Section 3. Antennas and Satellite Dishes.

No external television, radio antennas, or large satellite dishes shall be permitted. Smaller satellite dishes of the latest technology (not exceeding two feet in diameter) will be allowed. All satellite dishes shall be inconspicuously located, and screened from neighboring and street views.

Section 4. Utilities.

All utilities, including but not limited to natural gas, electricity, telephone, and cable television, shall be located underground.

Section 5. Landscaping and Irrigation.

Each Lot Owner shall submit a Landscape Plan, including plant and tree listings and their respective locations, and an irrigation plan to the Architectural Committee for review and approval. Each Lot owner will be required to meet minimum landscape requirements consistent with the overall plan for the Subdivision. Landscaping will be required for the area around the residence and Improvements. Landscape, grading and irrigation plans shall be submitted and approved by the Committee concurrently with the plans for the residence.

Owners are required to maintain the landscaping on their Lots in a manner that does not detract from the appearance and value of the adjoining Lots or the aesthetics of the Subdivision. Landscape maintenance will be enforced by the Association as provided in these Covenants.

Section 6. Trees.

All Lot owners shall plant a minimum of trees and shrubs to enhance the aesthetic features of their Lot. Trees are encouraged to be planted in clusters rather than at regular intervals around the Lots. Shrubs and flowers may be used to provide a transition from the tree clusters to the lawn surfaces.

All trees must be planted a minimum of 8 feet from the Lot line when adjacent to a neighbor, and may not be planted in the utility easements. It is the responsibility of the Owner to contact the appropriate utility companies before digging.

When selecting trees, it is the responsibility of the Lot Owner to check the appropriateness of that species with specific site conditions. Deciduous trees are encouraged to be placed on the southern and western during the winter months. Deciduous trees must be planted a minimum of 20 feet from the eaves. Planting beds and any bedding around tree base areas shall be mulch or earth tone stone (not white).

Section 7. Weeds.

The Association shall provide a Yellowstone County approved weed control plan, which both the Association and the Owners shall comply with the terms and conditions of such plan. Both improved and unimproved Lots shall be kept free of weeds. The Owner of each Lot shall control the weeds and all noxious plants on the Owner's Lot; provided, however, that the Owner shall not use spray or killing materials in such a way as to be harmful to humans or animals or to the neighboring or common area vegetation.

In the event an Owner shall not control the weeds and noxious plants on their Lot, the Association, after ten days written notice to a Lot Owner to control the same, may cause the weeds or noxious plants to be controlled, and may assess the Lot Owner for the costs thereof, as set forth in these Covenants.

ARTICLE VII – MAINTENANCE

Section 1. Each Owner, at Owner's expense, shall be responsible for the maintenance and repair of the Owner's Lot, including, but not limited to, the driveway, parking area, walkways and landscaping.

Section 2. The Association shall be responsible for the maintenance, repair and replacement of the Utility Lot and any other common areas, including, but not limited to the storm drain system, culverts, outfall and ditch. Should any maintenance, repairs or replacement of items within the Utility Lot or any other common areas be the result of damages caused by a Lot Owner, guest or invitee, said Lot Owner shall be responsible for the costs incurred by the Association for any maintenance, repairs or replacements resulting from such damage, and, if the Lot Owner fails to promptly pay for such costs after receiving written notice thereof, may be assessed for such costs or may have a lien place against the Owner's Lot by the Association to secure repayment of the costs.

ARTICLE VIII – MISCELLANEOUS

Section 1. Aggregation or Division of Lots.

There shall be no further division of any Lot. An Owner may aggregate two Lots so long as the Owner obtains prior written approval of Board and City of Laurel for the aggregation and files, at the Owner's expense, any necessary amended plat or other documentation as required by City of Laurel to aggregate the Lots. Once aggregated, the Lots shall be treated as a single family Lot such that only one main residence and one accessory building may be constructed on the Lot, however, the Association may still collect assessments for two Lots.

Section 2. Proposed Stormwater Pond

The Owner of a Lot shall at all times conduct its use and activities in a manner that will preserve the integrity of the proposed channels within the Utility Lot and overflow channel easement, including, but not limited to, the prevention of any degradation of water quality, any reduction or increase in the flow of said proposed channel, any damage to the channel or proposed stormwater pond. The Owner shall not conduct or permit – the discharge of any liquid, solid, gas or refuse of any kind into the proposed channel or stormwater pond. The Board shall adopt rules and regulations for the use of the proposed stormwater pond, such that the proposed stormwater pond may only be used in a manner consistent with said rules and regulations. The stormwater retention pond shall only be used for its intended functional purpose.

Section 3. Rental of Residences.

Should an Owner rent the Owner's residence to any third party, the Owner shall provide the tenant a copy of these Covenants and any rules and regulations adopted by the Board, and said Tenant shall comply with the terms of these Covenants and all rules and regulations. The Owner shall be responsible for the tenant's compliance with the terms of these Covenants and all rules and regulations and shall be liable for the tenant's violation of the terms of these Covenants and any rule or regulation, and fines or damages related to the tenant's violation.

Section 4. Nuisance.

No Owner, guest or invitee may use or occupy a Lot in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other Owner, guest or invitee of the Subdivision. Violations shall be enforced by the Board as provided for in these Covenants, including, but not limited to the levying of a fine and seeking compensation from such Owner, guest or invitee.

Section 5. Home Occupations.

Home occupations or professions may be conducted upon the Lot or within the residence by the Owner or occupant of the residence, provided that there are no employees on the premises, and there is no advertising of any product, work for sale, or service provided to the public upon such Lot or in the residence. No advertising or directory signs relating to the home occupation shall be allowed. No child care centers shall be allowed. All such home occupations or professions must comply with the requirements of the City of Laurel regarding such activities, and all required licenses must be obtained prior to commencing such activities.

ARTICLE IX – COUNTY REQUIRE COVENANTS

The Covenants included in this Article may not be repealed or amended without prior written consent of the City of Laurel.

ARTICLE X - TERM. ENFORCEMENT, APPLICABILITY AND CHANGE

Section 1. Binding Effect and Amendment.

The provisions of these Covenants shall be continuous and binding unless terminated. For an initial term of twenty-five (25) years from the date of these Covenants, or until 85% of the Lots in the Subdivision have been sold, these Covenants may be modified, altered or amended only with the Declarant's consent. After the initial twenty-five (25) year period, or after 85% of the Lots in the Subdivision have been sold, whichever first occurs, the provisions of these Covenants may be changed or amended or additional Covenants added, in whole or in part, upon approval of 75% of the votes of the Members of the Association at a meeting duly noticed and called for that purpose.

Any covenant required as a condition of the approval of the Subdivision shall not be altered or amended without the agreement of City of Laurel. Any change of these Covenants shall be effective upon the filing and recording of such an instrument in the office of the Yellowstone County Clerk and Recorder. The President or Vice-President shall execute and record the amendment, change or addition with the Clerk and Recorder of Yellowstone County, Montana. Any change in these Covenants shall not affect existing Improvements and uses of the Lots.

Section 2. Enforcement.

Enforcement of these Covenants shall be by proceedings either at law or in equity against any person or persons, Owner or Owners, violating, or attempting to violate, any Covenant and any such legal proceedings may be to restrain violation of these Covenants, to recover damages, or both. Furthermore, the City of Laurel may be party to and be able to, if it so elects, enforce any provisions in these Covenants that pertains to the maintenance of Utility Lot, the control of storm water and the maintenance of streets.

Should any lawsuit or other legal proceeding be instituted by the Association, an Owner, City of Laurel, or Yellowstone County against any person or Lot Owner alleged to have violated one or more of the provisions of these Covenants, the prevailing party shall be entitled to recover the costs of such proceeding, including reasonable attorney's fees associated with the action, as may be ordered by the court.

Section 3. Non-waiver.

The failure of Declarant, the Association, an Owner, City of Laurel, or Yellowstone County to enforce any Covenant or restriction contained herein shall not be deemed a waiver, or in any way prejudice the rights to later enforce that Covenant, or any other Covenant thereafter, or to collect damages for any subsequent breach of Covenants.

The waiver of, or approval of a variance of a Covenant provision by the Board of Directors, or non-action of the Association or Declarant in the event of a violation of a Covenant by a

particular Owner or Lot, shall not be deemed to delete or waive the Covenant or enforcement thereof as it pertains to other Owners or Lots.

Section 4.
Every Owner by paying assessments related thereto shall be responsible for and share in the cost of maintaining the Utility lot, proposed channels, and proposed stormwater pond and any assessments related thereto.

Section 5. Invalidation of any one of these Covenants by statute, judgment or by Court order shall in no way affect any of the other Covenants or provisions, all of which shall remain in full force and effect.

Section 6. In any conveyance of the above described Property or of any Lot thereon, it shall be sufficient to insert a provision in any deed or conveyance to the effect that the Property or Lot is subject to protective or restrictive Covenants without setting forth such restrictions and Covenants verbatim or in substance in said deed nor referring to the recording data. All of the above described Property and Lots shall be subject to the restrictions and Covenants set forth herein, whether or not there is a specific reference to the same in a deed or conveyance.

IN WITNESS WHEREOF, Declarant has hereunto set its hand as of this ____ day of _____, 20____.

DECLARANT:

Western Holdings Company, LLC

_____

By: _____

Its: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared_____ (name) , known to me to be the person whose name is subscribed to the above instrument and acknowledged to me that they he/she is the _____ (capacity) of Western Holdings Company, LLC and executed the same.

_____

Notary Public for the State of _____

Printed Name _____

Affix seal to the left

EXHIBIT A

See the attached legal description

File Attachments for Item:

7. Resolution - A Resolution To Approve The Preliminary Plat Of Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel Subject To Conditions

RESOLUTION NO. R21-____

A RESOLUTION TO APPROVE THE PRELIMINARY PLAT OF CHERRY HILLS SUBDIVISION, THIRD FILING, AN ADDITION TO THE CITY OF LAUREL SUBJECT TO CONDITIONS

WHEREAS, an application has been made to the City of Laurel for approval of the preliminary plat of Cherry Hills Subdivision, Third Filing, An Addition to the City of Laurel; and

WHEREAS, the Laurel-Yellowstone City-County Planning Board, as required by Laurel's Subdivision Regulations for subdivision and annexation review, conducted a duly advertised public hearing on August 18, 2021 at which no opposition was heard; and

WHEREAS, the Laurel-Yellowstone City-County Planning Board has recommended approval of the Preliminary Plat subject to sixteen conditions to the City Council as contained in the attached Staff Report dated August 25, 2021; and

WHEREAS, the City Council held a duly noticed public hearing regarding the preliminary plat application on September 14, 2021 where both proponents and opponents were provided an opportunity to provide testimony and/or evidence for the record; and

WHEREAS, based on the public hearing and all evidence presented and existing in the City File, the City Council of the City of Laurel has determined that it is in the best interest of the City and the inhabitants thereof, that the application for preliminary plat should be approved subject to the conditions recommended by the Planning Board.

NOW THEREFORE BE IT RESOLVED, the City Council hereby approves the preliminary plat for Cherry Hills Subdivision, Third Filing, An Addition to the City of Laurel, subject to the sixteen conditions contained in the Staff Report dated August 25, 2021 which is attached hereto and incorporated herein as part of this resolution.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana this 14th day of September 2021.

APPROVED BY THE MAYOR this 14th day of September 2021.

CITY OF LAUREL:

_____

Thomas A. Nelson, Mayor

ATTEST:

_____

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

_____

Sam Painter, Civil City Attorney

File Attachments for Item:

8. Resolution - A Resolution Of The City Council Granting A Variance From Certain Sections Of Chapter 17 Of The City's Sign Code For The Property Located At 202 SE 4th Street To Allow The Removal And Replacement Of A Freestanding Pole Sign With An Electronic Controlled Sign Which Is Currently Prohibited.

RESOLUTION NO. R21-___

A RESOLUTION OF THE CITY COUNCIL GRANTING A VARIANCE FROM CERTAIN SECTIONS OF CHAPTER 17 OF THE CITY'S SIGN CODE FOR THE PROPERTY LOCATED AT 202 SE 4TH STREET TO ALLOW THE REMOVAL AND REPLACEMENT OF A FREESTANDING POLE SIGN WITH AN ELECTRONIC CONTROLLED SIGN WHICH IS CURRENTLY PROHIBITED.

WHEREAS, the property located at 202 SE 4th Street is currently governed by the City of Laurel's Zoning regulations located at LMC Chapter 17 and the business located at such address is a longstanding car sales and service business;

WHEREAS, the prior property owner had constructed two free standing signs on the property consisting of one non-animated pole sign on the North West corner of the property, and one digital electronic sign on the South East corner of the property; and

WHEREAS the City's Sign Code restricts properties to one sign per parcel of record with 1000 feet between signs with such signs limited to one hundred sixty square feet of copy area. Furthermore, pictographic changeable signs are restricted to still frames which may change not less than every sixty seconds; and

WHEREAS, the property owner seeks variances to allow him/her to maintain the two signs on the property consisting of the existing non-animated pole sign on the North West corner of the property, and the existing digital electronic sign on the South East corner of the property; and

WHEREAS, the property owner would require variances from LMC 17.26.052.A2 and 17.42.050 and 17.42.052 which restrict the current number, size and types of sign on the property; and

WHEREAS, the City County Planning Board held a public hearing on the requested variances on August 18, 2021 after proper notification was sent to all property owners within 300 feet of the subject property as well as published notice in the Laurel Outlook pursuant to Montana law, the applicant and public were allowed to submit comments into the record during the public hearing; and

WHEREAS, after the hearing concluded, the City County Planning Board recommended City Council approval of the variances to the LMC subject to the conditions recommended by Staff; and

WHEREAS, the City Council held a duly noticed and advertised public hearing on the variance requests on September 14, 2021; and

WHEREAS, the City Council provided opportunity for testimony, comments and evidence from both proponents and opponents, and based upon the materials provided in the Planning Board File including but not limited to the Application, Staff Report, and Meeting Minutes, the City Council determined the variances should be approved with conditions; and

WHEREAS, the City Council of the City of Laurel hereby finds it is in the best interests of the residents of the City of Laurel to allow the variances since:

1. granting the variance in this case relates only to a special condition that is specific to the applicant;

2. the current hardship was not created by the applicant;
3. the variance requested appears to be within the spirit, intent and purpose of the zoning regulations; and
4. granting the variance will not injure or result in an injustice to others.

NOW THEREFORE, BE IT RESOLVED that the property owner's request for variances from LMC 17.26.052.A2 and 17.42.050 and 17.42.052 15.40.050 are hereby approved subject to the following conditions:

1. Any future alteration of the electronic pictographic changeable copy sign shall be reviewed and approved by the City.
2. The new digital sign shall only display still framed images and text. No video or motion shall be displayed. Still displays shall not change less than every 30 seconds.
3. The variances shall only apply to the sign and location identified in the application. Any alteration will be considered a zoning violation.
4. The approved variances apply to the respective signs in their respective locations.
5. Any alteration to the electronic pictographic changeable copy sign without City approval shall be considered a violation of the Laurel Municipal Code.
6. The owner of the property shall work with groups to advertise and/or announce events within the community. A percentage of time for use by local groups is desired.

BE IT FURTHER RESOLVED, the City Council hereby adopts all documents and evidence contained in the City County Planning Board File to support the findings and decision reached herein.

Introduced at a regular meeting of the City Council on September 14, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana this 14th day of September 2021.

APPROVED BY THE MAYOR this 14th day of September 2021.

CITY OF LAUREL:

_____
Thomas A. Nelson, Mayor

ATTEST:

_____
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

_____
Sam Painter, Civil City Attorney

LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City-County Planning Board
FROM: Nicholas Altonaga, Planning Director
RE: 202 SE 4th Street - Laurel Chevrolet Sign Variances
DATE: August 25, 2021

DESCRIPTION OF REQUEST

Ken Fichtner of Laurel Chevrolet submitted a request for variances to the Laurel Municipal Code for the property at 202 SE 4th Street. These include requests for variances for having multiple principal signs on a parcel, sign size, and sign type (pictographic changeable copy signs).

Laurel Chevrolet was recently sold to a new owner who has worked to clean up some of the issues of the previous owner. Laurel Chevrolet previously applied for and was granted a permit to relocate the "Chevrolet" branded sign to their property with the stated condition that a variance would be applied for to clear up the three issues now under review.

Ken Fichtner has provided a variance application packet containing all the necessary items. Approval of the variances for multiple signs, sign size, and sign type are required for the continued operation of the electronic pictographic changeable copy sign.

Owner:	SPARTAN LAUREL 2 REAL ESTATE LLC
Legal Description:	HAGEMAN SUBD 3RD FILING, S16, T02 S, R24 E, BLOCK 11A, Lot 1A1, AMD (12)
Address:	202 SE 4th Street
Parcel Size:	3.093 acres
Existing Land Use:	Automobile sales
Existing Zoning:	Highway Commercial, Community Entryway Zoning District

BACKGROUND AND PROCEDURAL HISTORY

- July 30, 2020 – Planning Director Met with Applicant Ken Fichtner to discuss the signage situation and proposed plans to relocate "Chevrolet" Sign back to property from off-site and the impact it would have.

- July 19, 2021 – Planning Director met with Ken Fichtner to discuss the Variance application and the process for Planning Board and City Council.
- The Variance application was submitted on July 22, 2021.
- Planning Board held a public hearing on the Variance application on August 18, 2021. Planning Board voted to recommend approval of the Sign variance with the conditions stated in this report.
- City Council has scheduled a public hearing on the variance application at the meeting on September 14, 2021.
- City Council shall receive public comment and approve, approve with conditions, or deny the variance request at the meeting on September 14, 2021.

STAFF FINDINGS

Three variances are required to continue the operation of the pictographic changeable copy sign currently on the Laurel Chevrolet property. The variances are for LMC 17.26.052.A.2 and for LMC 17.42.050 – Table. These two sections of code are provided below.

LMC 17.26 – Community Entryway Zoning District, provides requirements for properties within the zoning district on height and size. 17.26.052 – Development Standards, Part A includes:

- **2. Only one sign is allowed per parcel of record and there shall be at least one thousand feet between signs.**
- **4. Signs shall be limited to one hundred sixty square feet in copy area.**

The table in 17.42.050 states the signs which are **Not Allowable** within the CEZD. Prohibited signs include but are not limited to:

- Animated Sign (Including Flashing, Blinking, Scrolling)
- **Pictographic Changeable Copy Signs which depict only still frames and change not less than 60 seconds**
- Pictographic Changeable Copy Signs which depict motion, flashing and blinking of any kind
- Off Premise Sign

The Planning Director has provided his direct findings on the items presented in LMC 17.60.020 – Land Use Variances Issuance and Denial – Determination Procedure.

1. Unless the denial would constitute an unnecessary and unjust invasion of the right of property;
    - The construction of the current Electronic sign was done in violation of a previous Variance application by the former owner of the property.
    - Prohibit
2. Unless the grant relates to a condition or situation special and peculiar to the applicant;

- The situation is not peculiar to the applicant, as new owners/managers obtaining properties that are out-of-compliance is common.
- The level of mishandling by the previous owner should be noted, as there were many issues with the processing of the original sign variance, as well as the subsequent construction of the electronic sign and multiple dealings with the City.

3. Unless the basis is something more than a mere financial loss to the owner;
    - The electronic pictographic changeable copy sign is seen by the owner as a community asset.
    - The applicant has stated his goal to utilize the electronic sign to announce news and information about Laurel and local events taking place.
4. Unless the hardship was created by someone other than the owner;
    - The current use of the electronic pictographic changeable copy sign that is oriented for highway traffic was installed against the official decision of the Laurel City Council. A variance was applied for that requested that the Rimrock Chevrolet be allowed to install this sign, as it was not allowable under the zoning at the time. On May 5, 2015, the City Council held a public hearing and subsequently voted 6-1 against the "…granting of a variance form Chapter 15.40 of the City's Sign Code for the property located at 202 SE 4th Street to allow the removal and replacement of a freestanding pole sign with an animated sign which is currently prohibited."
    - A building permit was subsequently applied for and granted by the Building Official at that time. This building permit should not have been approved and was updated with stipulations in 2016 and the property was given a notice of violation in 2017 regarding its animation. This sign does not count as pre-existing non-conforming as it was deemed to not be allowed by City Council through the variance process.
    - I have attached both the meeting minutes in which the variance was discussed and the two notices discussing the issues with the electronic sign.
5. Unless the variance would be within the spirit, intent, purpose and general plan of this title;
    - The Applicant has a proven, positive history with the Laurel community.
    - Laurel Chevrolet has been a good partner and community asset to the people of Laurel for many years.
    - The applicant has stated their desire to use the sign for displaying community news, information and other announcements by civic and local groups.
6. Unless the variance would not affect adversely or injure or result in injustice to others; and
    - The sign was erected in 2016 and has operated since that time.
    - The sign has not caused any noticeable community concern or issues.
    - Granting of a variance would make official the status quo of sign operations.
7. Ordinarily unless the applicant owned the property prior to the enactment of this title or amendment.
    - The applicant was the previous owner of the property prior to the 2015 variance process and eventual sign construction.
    - The applicant seeks to make right some of the existing issues with the property to ensure compliance with the City.

PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

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

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

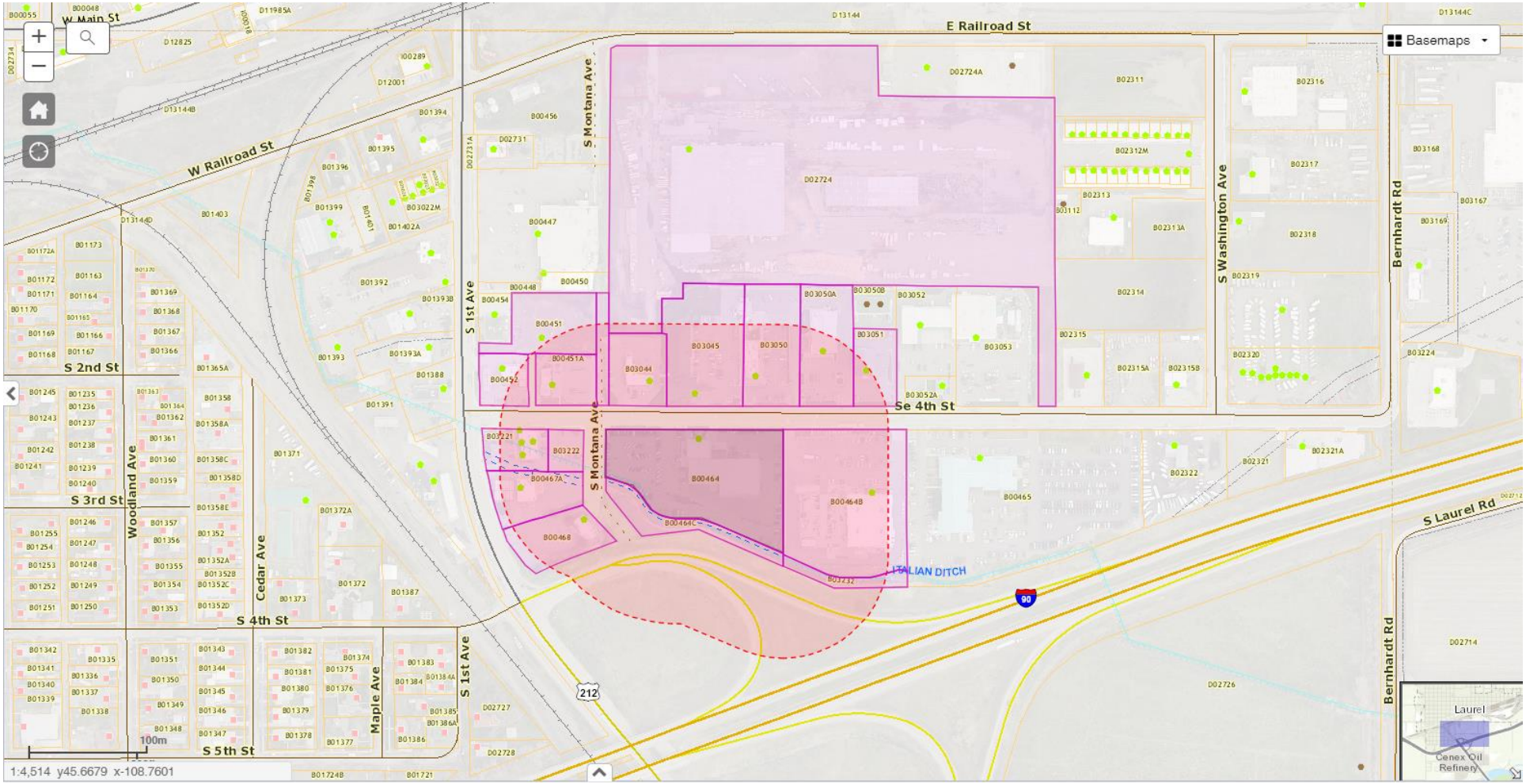
RECOMMENDATIONS

The Planning Director recommends that the Planning Board approve the variance requests with the following conditions of approval. These conditions may be amended, added to, or removed as the Planning Board sees fit.

1. Any future alteration of the Electronic pictographic changeable copy sign shall be reviewed and approved by the City.
2. The new digital sign shall only display still framed images and text. No video or motion shall be displayed. Still displays shall not change less than every 30 seconds, as per Planning Board discussion.
3. The variance shall only apply to the sign and location identified in the application. Any alteration will be considered a zoning violation.
4. The variance approval shall only apply to the sign in its current identified location.
5. Any alteration to the electronic pictographic changeable copy sign done without City approval shall be considered a violation of the Laurel Municipal Code.
6. The owner of the property shall work with local groups to advertise and/or announce events within the community. A percentage of time should be decided upon for use by local groups.

ATTACHMENTS

1. Variance Justification Letter
2. Variance Application Form
3. 202 SE 4th Street Site Plan
4. Electronic Sign specifications
5. Adjacent property owners list (300ft radius)
6. Adjacent property owners map (300ft)
7. LMC 17.26 – Community Entryway Zoning District
8. LMC 17.42 – Sign Code
9. May 5, 2015, Laurel City Council Meeting Minutes
10. 202 SE 4th Street Notices of Violation (2016 and 2017)


W Main St
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Maple Ave
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Bernhardt Rd
S Laurel Rd
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1:4,514 y45.6679 x-108.7601
Basemaps
Laurel
Cenex Oil Refinery

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044

Office of the Code Enforcement Officer

February 6, 2017

Steve Zabawa
Rimrock Chevrolet
202 SE 4th Street
Laurel, MT 59044

Re: Sign

Dear Mr. Zabawa,

It has come to our attention that the sign on the south edge of Rimrock Chevrolet here in Laurel as approved per Permit No. 0217 issued December 21, 2015 and supplemented by a letter of January 4, 2016 appears to be in violation of the conditions set forth for that sign.

The letter of January 4, 2016, issued by Noel Eaton and Gary Colley, specified that the display is limited exclusively to still images and lettering only. Images cannot change more than once in 60 seconds. Any use of the sign that depicts motion will be considered a zoning violation.

It has observed by our staff that the sign in question has been exhibiting a message for less than 60 seconds before rotating between messages.

Kindly limit the usage of the sign and messages to those conditions set forth in the letter of January 4, 2016.

If you have any questions, comments or concerns please feel free to contact Noel Eaton or myself at 628-4796.

Sincerely,

Keith Kolstad
Code Enforcement Officer

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044

January 4, 2016

Steve Zabawa
Rimrock Chevrolet
202 SE 4th St.
Laurel, MT 59044

Re: **Amended Building Permit**

Dear Mr. Zabawa,

Please be advised the building permit issued for the construction of the new sign was issued in error. Specifically, the Permit did not contain the permit conditions contained herein. Please be advised that the conditions listed below were fully discussed with Tim Thelen of Epcon Sign Co. on December 19 and as a result the City is imposing no new conditions on the permit.

Accordingly, please be advised Permit No. 0217 issued on December 21, 2015 is amended as follows:

As stated on the permit under Special Conditions, "the sign will not be illuminated until others are removed," remains in effect. Further the Building Permit No.0217 shall include the following conditions:

- Sign must be positioned perpendicular to the interstate.
- The leading edge of the sign must be 10 feet from property line.
- Stamped engineering required for 90mph wind gusts of 3seconds for load capability of base and sign.
- Display is limited exclusively to still images and lettering only. Images cannot change more than once in 60 seconds. Any use of the sign that depicts motion will be considered a zoning violation.
- The sign may only advertise on premise activities.
- The sign must be constructed in accordance with the plans submitted with the building permit application. Any deviation or change is not permitted
- If the sign is relocated, a new permit must be obtained.
- The existing free standing pole signs along SE 4th Street must be removed within 30 days of the date this permit amendment is issued.
- All existing sign violations must be addressed prior to sign illumination (flag signs along SE 4th Street, temporary sign along SE 4th street).

For your information, the City is issuing an "Amended Building Permit No.0217" that will include the above conditions. Be advised any deviation from the conditions of approval will result in a notice of violation. Thank you for your attention to this matter.

Sincerely,

Gary Colley
Building Official

Noel Eaton
City Planner

MINUTES OF THE CITY COUNCIL OF LAUREL

May 5, 2015

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Mark Mace at 6:30 p.m. on May 5, 2015.

COUNCIL MEMBERS PRESENT:	Emelie Eaton	Doug Poehls
	Bruce McGee	Richard Herr
	Chuck Dickerson	
	Tom Nelson	Bill Mountsier
COUNCIL MEMBERS ABSENT:		Scot Stokes
OTHER STAFF PRESENT:	Monica Plecker, Planning Director	

Mayor Mace led the Pledge of Allegiance to the American flag.

Mayor Mace asked the council to observe a moment of silence.

MINUTES:

Motion by Council Member Poehls to approve the minutes of the regular meeting of April 21, 2015, as presented, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

CORRESPONDENCE.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS.

Council Member Herr stated that he has had some conversations regarding the signage issue.

PUBLIC HEARINGS:

- **Variance request from Rimrock Chevrolet**

Mayor Mace stated that this is the time and place set for the public hearing on the variance request from Rimrock Chevrolet.

Mayor Mace opened the public hearing and asked staff to present the item prior to hearing the public comments.

Planning Director Monica Plecker explained the request for a variance for property that is located at 202 Southeast Fourth Street and is known as Rimrock Chevrolet. The variance application has two parts. The first part is to remove a second freestanding pole on their property and reconstruct it. The second part is that it be constructed with what Laurel Municipal Code defines as an animated sign.

Monica presented her staff report at last week's council workshop, but restated some of the high points. Laurel Municipal Code (LMC) 15.40.130.H states that "One on-premise, freestanding sign may be installed to a height of forty feet and may be a maximum of three hundred fifty square feet if the principal purpose of such signs is to address interstate traffic as determined by the director. The sign must be oriented perpendicularly to the interstate so the sign is visible to interstate travelers."

Monica stated that the applicant provided the signage plan, which proposes what Laurel Municipal Code defines as an animated sign. LMC 15.40.040 states that an animated sign is "any sign that uses movement or change or lighting to depict actions or create a special effect or scene." LMC 15.40.050.E states that animated signs are prohibited. The applicant submitted the sign plan showing a picture of the proposed sign and the location. The sign would be 40 feet tall by 17' 2" and would be located on the northeast corner of the property.

MM

Monica explained that there are seven criteria that have to be met in order to grant a variance. The seven criteria were listed in the staff report and an explanation for the seven criteria was received from the applicant.

Upon staff review of the application and supplemental materials, Monica stated her recommendation that the variance be denied. Substantial evidence to support the criteria for a variance has not been presented by the applicant, in her opinion. Furthermore, the protection of entryway points into the community has always been a priority of the Planning Board and the City Council. Recently, the Planning Board and Council have taken action to protect the character of the commercial districts within the City by adopting overlay districts. An animated sign like this one proposed would be detrimental to the character of the SE 4th Street area. Furthermore, the ordinance allows for only one freestanding sign. While the two existing signs were permitted, a change in ordinance makes the property nonconforming. Nonconforming structures are permitted to continue as long as there is no change. Without the granting of this variance, the existing second sign could continue to be used. The code allows for a sign height of 40' to address interstate travelers.

Monica stated the staff suggested conditions of approval:

1. The applicant shall apply for a sign permit before constructing any new sign.
2. The Used Car sign shall be removed prior to any construction of a new sign.
3. Any alteration of the new sign shall be permitted by the City.
4. Before the construction of any sign, the applicant shall contact MDT and apply for any necessary permits that may be required as the structure is located within 600' of a controlled roadway.

Monica stated that, at last week's council workshop, there were questions about the history of the sign ordinance. She researched and found that it was a controversial issue many years ago. There were multiple public hearings with a lot of proponents and opponents, but her research did not find that animated signs were heavily discussed by any of the proponents or opponents. That does not mean that there has been lack of talking about animated signs on the record elsewhere. In 2008 and 2009, the Planning Board spent quite a bit of time discussing the importance of placing limitations onto electronic message board signs, lighting, flashing, and movement within the signs. It was clear that the Planning Board felt it needed to be heavily limited. However, no ordinance change ever came about, so the current ordinance is that the animated sign is prohibited.

Other information Monica found is the language that talks about the Entryway Zoning District. A public hearing regarding changing the Entryway Zoning District to complete the portion along the interstate that was missing will follow this public hearing. A provision in the Entryway Zoning District states that any nonconforming sign in the Entryway Zoning District has seven years to come back into conformance. There has been a lot of thought about signs in general, nonconforming signs, and how to bring signs back in. There were no ordinance changes adopted other than what is stated in the current LMC book that animated signs are prohibited.

Mayor Mace asked if there were any proponents.

Tim Thelen, the President of Epcon Sign in Billings, has been working with Mr. Zabawa on this project since he purchased Rimrock Chevrolet. They have always had the intent to try to work within the code.

Mr. Thelen directed the council to LMC 15.40.040 Definitions. "Animated sign" means any sign that uses movement or change or lighting to depict action or create a special effect or scene. "Changeable copy sign" means a sign whose informational content can be changed or altered by manual or electric or electronic means. Changeable signs include the following: Manual, electrically activated, and computer controlled variable message, which this is a computer controlled variable message sign. LMC 15.40.050 Signs prohibited states that animated signs are prohibited. He stated that there is nothing to address controlled electronic signs. LMC 15.40.120, Changeable copy states that "unless otherwise specified by this section, any sign in this chapter allowed may use manual or fixed message electronic sign. Computer controlled variable message center signs shall be permitted provided that the bottom of the reader board is ten feet above the crown of the adjacent road", which they are. Rimrock Chevrolet has two signs right now and they want to remove the smaller sign on 4th Street because it is not getting any advertising for them and they want to utilize the interstate to let people know they have a viable franchise here and are growing. Traffic warrants the sign, as the two sides of Southeast 4th Street and the interstate have over 1,500 lineal feet of frontage. Mr. Thelen stated that they are within the limits as far as the sign on the highway, as 350 feet is allowed and they are at 221 feet and a total height of 40 feet.

MAM

Mayor Mace asked if there were any proponents.

Steve Zabawa, a partner in Rimrock Chevrolet, envisioned coming to Laurel, Montana, and establishing a great quality business and expanding the parts and service and sales from what the Fichtners had built over the last thirty plus years at that location. When he drove in on the interstate to look at the project the first time, he noticed there was nothing there to see when coming down the interstate and pulling off the ramp. There is a white building with a few trucks off to the side, but people cannot tell that it is a car lot. If someone goes down the interstate and looks at Laurel Ford, there are trucks, a lot of frontage and the big Ford sign. He thought then that the thing that hurt this location for a long time was that so much traffic goes up and down the interstate to Denny Menholt Chevrolet, Hardin Chevrolet, the Ford Store, Rimrock and other stores and people do not know there is a Chevy Store right there. Steve thinks it will be a big boom for Laurel, Montana, to have a message center there to put the message out there that there is a Chevrolet dealer and that there are events happening in the community. The sign has been a big thought process of theirs since they were in the process of buying the store, as they need to get the message out on the interstate. They will be able to bring people in from Big Timber, Red Lodge, Cody, etc., to do business in Laurel, Montana. Steve stated that most people do not know there is a nice Chevy Store here and he thinks they can bring people from Billings out to Laurel to buy vehicles and parts and service and to continue to employ more people. When they started, there were 15 employees. Now they have 30 and are trying to hire ten more people. He stated that this sign is a very, very big piece of their strategy to make Rimrock Chevrolet, the Chevy Store in Laurel, as large as the Ford Store in Laurel. The Ford Store put up a new sign, redid their building, and spent a lot of money to build that business and have done a good job. As far as the reader board, Steve stated that he drove past several message boards to get here tonight. He is confused as to what an animated sign is versus a message center. Their sign is a message center and will say "Rimrock Chevrolet, come on in and buy a car here" or "Fireworks display this weekend. Come on by!" He thinks it will be a good thing to get the message out there, as right now there is no message board on the interstate for Laurel, Montana. Steve stated that he is only looking to put one sign there and taking one down, so it is a neutral event. They feel that the variance should be approved and he thinks it is a great thing for Laurel and will be awesome for Rimrock Chevrolet. He asked if there were any questions.

Mayor Mace stated that it is a public hearing so there are no questions.

Mayor Mace asked if there were any other proponents. There were none.

Mayor Mace asked if there were any opponents.

Kathy Siegrist, 1319 Shay Road, is the Chairman of the City-County Planning Board. If this application had been made a month later, the Planning Board would have reviewed it first. The council is in the process of approving the Southeast 4th Street Overlay District and the expansion of the Entryway Zoning District, both of which have increasingly stringent sign limitations over the Laurel Code. Kathy is not clear on the difference between a regular reader board and an animated sign. She has not seen the application for their variance request, but if Monica's recommendation is that it does not meet the seven criteria, she is very respectful of Monica's opinion on that. She does not think that any of Rimrock's dealerships in Billings and Denny Menholt Chevrolet have an interstate presence. Kathy stated that various people have put a lot of effort into trying to give Laurel its own identity. The Growth Management Plan talks about maintaining a sense of place and ensuring that small town characteristics are reinforced. She does not feel that a sign of this nature is necessarily going in that direction. On a personal level, she was on the interstate during last month's sandstorm and she does not particularly want the driver behind her looking at something interesting 40 feet in the air when she is hitting her brakes.

Mayor Mace asked if there were any opponents.

Judy Goldsby, 2741 Alpine View Drive, serves on the City-County Board, is currently the Chairman of the Laurel Urban Renewal Agency, and serves on other organizations. They have been working very hard with staff, who have done a commendable job, on submitting the things they feel are in the best interest of the community. With that respect, she is opposed to it, but more so she is opposed to its presence on the interstate. She has looked into some studies of the Billboard Safety Research Committee. They have proven, by virtue of these studies, that placing these signs along a busy interstate, especially on an off ramp, is very much a hazard. She stated that we do not need any more hazards on our off ramps or freeways, so she is opposed.

Mayor Mace asked if there were any opponents. There were none.

Since there was no further public comment, Mayor Mace asked the staff to respond to any relevant questions.

Monica stated that interpretation of changeable copy versus animated signs came up during one of the presentations. She recently had a conversation about this with the Building Official, Gary Colley. The code used to be written so that signs were approved under the Public Works Department, but a restructuring placed Building and Code Enforcement under the Planning Department. She was talking with Gary because he had permitted two of the signs in town, one at Reese and Ray's and one at the Cedar Ridge Casino Cenex. Gary informed her that he had been notified that he was misinterpreting the code that changeable copy was related to fixed signs with no motion or movement in them, as opposed to the potential movement, whereas animated allows flashing movement, change of scene, etc., within the sign. He remembers having discussion previously about his misinterpretation permitted two signs, one in 2005 and one in 2007. Monica stated that she wanted to clarify the matter between the interpretation of changeable copy being fixed versus animated allowing movement and change of scene.

Mayor Mace closed the public hearing.

- **Ordinance No. O15-03: Entryway Zoning District** (First reading – April 21, 2015)

Mayor Mace stated that this is the time and place set for the public hearing on the City of Laurel's Ordinance No. O15-03.

Mayor Mace opened the public hearing and asked staff to present the item prior to hearing the public comments.

Planning Director Monica Plecker explained that the ordinance will expand the Entryway Zoning District. A map shows where the current Entryway Zoning District begins and ends and where there is a considerable gap between the east and west portion of the main interchange coming into Laurel. This is the official public hearing for that matter. The Planning Board unanimously recommended approval of changing the boundaries of the Entryway Zoning District.

Mayor Mace asked three times if there were any proponents. There were none.

Mayor Mace asked three times if there were any opponents. There were none.

Mayor Mace closed the public hearing.

- **Ordinance No. O15-04: SE 4th Street Overlay District** (First reading – April 21, 2015)

Mayor Mace stated that this is the time and place set for the public hearing on the City of Laurel's Ordinance No. O15-04.

Mayor Mace opened the public hearing and asked staff to present the item prior to hearing the public comments.

Planning Director Monica Plecker explained that the ordinance is for the SE 4th Street Overlay District. An overlay zoning district has zoning requirements and regulations in addition to the current zoning designation. The City of Laurel currently has other overlay districts in place, including the Entryway Zoning District and the Downtown Overlay District. The SE 4th Street Overlay District is the second part to the Downtown Overlay District and follows the TIFD boundary on the south side of the railroad. The SE 4th Street Overlay District addresses signage, landscaping, parking requirements, etc., and requests wood timber features on properties located on other streets in that area, including First Avenue South, Washington Avenue, Bernhardt Road and Railroad street. On Southeast 4th Street, it does require log continuance in that area with the intent to preserve the character of the area.

Mayor Mace asked three times if there were any proponents. There were none.

Mayor Mace asked three times if there were any opponents. There were none.

Mayor Mace closed the public hearing.

MAM

CONSENT ITEMS:

- **Claims for the month of April 2015 in the amount of $514,980.17.**
  A complete listing of the claims and their amounts is on file in the Clerk-Treasurer's Office.

- **Approval of Payroll Register for PPE totaling $174,867.32.**

- **Receiving the Committee/Board/Commission Reports into the Record.**

  --Budget/Finance Committee minutes of April 21, 2015 were presented.

  --Council Workshop minutes of April 28, 2015 were presented.

  --Emergency Services Committee minutes of April 27, 2015 were presented.

  --Laurel Urban Renewal Agency minutes of April 20, 2015 were presented.

  --Library Board minutes of March 10, 2015 were presented.

  --Laurel Airport Authority minutes of March 24, 2015 were presented.

The mayor asked if there was any separation of consent items. There was none.

Motion by Council Member Eaton to approve the consent items as presented, seconded by Council Member Poehls. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

CEREMONIAL CALENDAR:

- Poppy Day Proclamation

Mayor Mace read the Poppy Day Proclamation and proclaimed Friday, May 22nd as Poppy Day in the City of Laurel.

REPORTS OF BOARDS AND COMMISSIONS: None.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT): None.

SCHEDULED MATTERS:

- **Confirmation of Appointments.**

Laurel Fire Department

Mayor Mace appointed Justin Kostelecky, Levi Vandersloot, Dan Wirtzberger, Matt Oswalt and Chris Franklin to the Laurel Fire Department.

Motion by Council Member McGee to approve the Mayor's appointments to the Laurel Fire Department, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Ordinance No. O15-03: An ordinance amending Chapter 17.26.030 of the Laurel Municipal Code to update the City's Zoning Ordinance within the City of Laurel.** Second reading.

Motion by Council Member Dickerson to adopt Ordinance No. O15-03, seconded by Council Member Nelson. There was no public comment or council discussion. A roll call vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Ordinance No. O15-04: Ordinance creating the SE 4th Street Overlay District and to codify the ordinance as Chapter 17.27 of the Laurel Municipal Code.** Second reading.

MAM

Motion by Council Member Nelson to adopt Ordinance No. O15-04, seconded by Council Member Poehls. There was no public comment or council discussion. A roll call vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R15-30: A resolution of the City Council granting a variance from Chapter 15.40 of the City's Sign Code for the property located at 202 SE 4th Street to allow the removal and replacement of a freestanding pole sign with an animated sign which is currently prohibited.**

Motion by Council Member Mountsier to approve Resolution No. R15-30, seconded by Council Member McGee.

Steve Zabawa, Rimrock Chevrolet, stated that it is interesting that it says it is a replacement of a freestanding pole sign with an animated sign which is currently prohibited, as that is not their understanding. They believe this is a message center and it falls underneath the other piece of the code that is black and white saying that a message center is allowed. Steve showed the council several pictures of signs in Laurel, including Cenex, Exxon, CVS, the Federal Credit Union, Walmart, Cenex, Reese and Ray's, Exxon, the Laurel High School, Montana Lil's Casino and Curt's Famous Saloon. Looking at what is already in place, he does not think they are asking for anything outside of the ordinary. The readerboards in Billings are used for all sorts of great events, the time and date, and basic messaging. They feel this sign will be great for their business and great for Laurel. They feel that it is a message center and not an animated sign. It is not their intention to distract drivers on the interstate and have them crash into the back of somebody. The idea is to have a nice big Rimrock Chevrolet sign up where they can change the message. They spent millions and millions of dollars to have this property and to be able to have some type of message out there on the interstate is very important to their success and welfare and to grow the business. Steve thanked the council for their support on this issue.

There was no further public comment.

Council Member Dickerson stated that he has mixed feelings on the signage the way it is being requested. Other businesses along the interstate put up their signage according to the Entryway Zoning and the compliance of whatever was stated at that time. He would not object if the signage that Rimrock Chevrolet put up was similar to what Laurel Ford has, a big Rimrock Chevrolet sign that showed that was their business. He feels it would be an injustice to the other businesses that have built along that side of the interstate and followed the compliance and put up the type of signs that were being requested. His concern as far as the sign is the distraction of getting off the ramp because of the curve that is there. People already slow down to 30 or 35 mph a half a mile or so down the interstate before coming off the exit ramp. The placement of the sign by the off ramp is also a concern for him. He would be 100 percent supportive of a type of sign like Laurel Ford has and feels it would be an injustice to the other businesses to allow this now before Ordinance No. O15-03 is put into effect. Once that is put into effect, it gives everyone on that side by the interstate the ability to come back and reapply for a different type of sign and everybody has got the same opportunity to do that at that time. Right now, the council is voting on something that is not even allowable yet, but the other ones did not even have a chance to do it.

There was no further council discussion.

A vote was taken on the motion. Council Member McGee voted aye. Council Members Poehls, Herr, Mountsier, Nelson, Dickerson and Eaton voted nay. Motion denied 1-6.

- **Resolution No. R15-31: A resolution of the City Council approving a loan application to the Intercap Loan Program for purchase of self-contained breathing apparatuses for the Laurel Volunteer Fire Department.**

Motion by Council Member Eaton to approve Resolution No. R15-31, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R15-32: Resolution of the Laurel City Council to place a Public Safety Mill Levy on the General Election Ballot.**

MAM

Motion by Council Member Herr to approve Resolution No. R15-32, seconded by Council Member Dickerson. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R15-33: A resolution of the City Council authorizing the Mayor to sign a contract with Sprague Construction Roofing, LLC for roofing construction at city hall.**

Motion by Council Member Poehls to approve Resolution No. R15-33, seconded by Council Member Mountsier. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Resolution No. R15-34: A resolution of the City Council authorizing the Mayor to sign a contract with Central Heating and Air Conditioning Inc. for HVAC services at city hall.**

Motion by Council Member Eaton to approve Resolution No. R15-34, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

- **Motion to authorize the CAO and city attorney to work with the Laurel Rod and Gun Club to determine the possibility of conveyance of the building in Riverside Park.**

Motion by Council Member Dickerson to authorize the CAO and city attorney to work with the Laurel Rod and Gun Club to determine the possibility of conveyance of the building in Riverside Park, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT): None.

COUNCIL DISCUSSION:

Council Members Nelson and Herr will attend the Elected Officials Workshop in Billings this week.

The Park Board will meet on Thursday, May 7th, at 5:30 p.m.

The Public Works Committee will meet on Monday, May 11th, at 5:30 p.m. to tour the Wastewater Treatment Plant.

Council Members need to take bring LMC books to the council secretary for the updates.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member McGee to adjourn the council meeting, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All seven council members present voted aye. Motion carried 7-0.

There being no further business to come before the council at this time, the meeting was adjourned at 7:20 p.m.

Cindy Allen

Cindy Allen, Council Secretary

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 19th day of May, 2015.

MAM

Mark A. Mace, Mayor

Attest:

Shirley Ewan, Clerk/Treasurer

LAUREL
CHEVROLET

Laurel City-County Planning Board
115 W 1st Street
Laurel MT 59044

Dear Members of the Laurel City-County Planning Board,

I am applying for (2) variance requests to allow Laurel Chevrolet to have two monument signs on our property at 202 SE 4th Street, Laurel MT 59044.

When I was the dealer and completed the remodel in 2014, we had two monument signs on the property. Both were on the street front, one west of the showroom and one east of the showroom.

LMC 17.26.010 – Intent; Community Entryway Zoning District:
The signs that we have were designed to match our facility both in materials and in color. They are both aesthetic and attractive.

It is our intent to allow civic groups, schools, and other community groups to request messages be displayed on the electronic sign on the SE corner for announcing special events along with our business name and business announcements. This will provide a welcome and appealing image to the traveling public, and the people of our community and region.

LMC 17.26.052: A.2. – Signage:
As stated above: When I was the dealer operator of Fichtner Chevrolet and completed a remodel in 2014, we had two (2) signs on the property, both on SE 4th Street and they were more than 1000 feet apart.

After selling the dealership to Rimrock Auto Group, they removed the sign that was east of the showroom and erected a new electronic sign on the south east corner of the property, and they moved the sign that was west of the showroom to the vacant Burger King property.

Last year, Mr. Don Jones, purchased the dealership and property. To be compliant with Chevrolet standards and requirements, the sign was moved from the Burger King property back to our property.
Today we have two (2) signs on the property as I did when I owned the dealership and they are even farther apart on a large piece of property.

I am requesting that variances be granted to allow us to have 2 signs on the property as I had when I sold the dealership. One being the Chevrolet monument sign positioned on the NW corner of the property on SE 4th Street and one electronic sign positioned on the SE corner of the property on the I90 exit 454 off ramp.

202 SE 4th Street
Laurel, Montana 59044
www.laurelchevy.com

Laurel (406) 628-4618
Toll Free 1-800-234-5284
Fax (406) 628-2025

LAUREL
CHEVROLET

LMC 17.42.050 – Signs prohibited:
The electronic sign on the SE corner of the property is not an animated sign.
The electronic sign on the SE corner of the property is not used to display pictographics nor does the sign depict motion, flashing, blinking, scrolling, or special effects of any kind.
The sign is used to display messages composed of letters, numbers, and special characters only.
The messages displayed are still frames and change at more than 60 seconds.

I am requesting a variance allowing us to continue to use the electronic sign on the SE corner of the property.

Thanks for your consideration!

Sincerely,

Ken Fichtner
Executive Manager
Laurel Chevrolet
202 SE 4th Street
Laurel MT 59044
406-628-468

202 SE 4th Street
Laurel, Montana 59044
www.laurelchevy.com

Laurel (406) 628-4618
Toll Free 1-800-234-5284
Fax (406) 628-2025

Laurel Variance Request Application

This application covers appeals from decisions of the Planning Department (and sometimes other officials) and for requests for variances concerning setbacks, structures, heights, lot coverage, etc.

The undersigned owner or agent of the owner of the following described property requests a variance to the Zoning Ordinances of the City of Laurel as outlined by the laws of the State of Montana.

1. Name of property owner: DON JONES
2. Name of Applicant if different from above: KEN FICATNER
3. Phone number of Applicant: 406-628-4618
4. Street address and general location: 202 SE 4TH ST, LAUREL, MT 59044
5. Legal description of the property: BLOCK 11A LOT 1A1 HAGEMAN SUBD 3RD FILING S16, T02, R24 E, BLOCK 11A, LOT 1A1, AMD (12)
6. Current Zoning: HC
7. Provide a copy of covenants or deed restrictions on property.

I understand that the filing fee accompanying this application is not refundable, that it pays part of the cost of process, and that the fee does not constitute a payment for a variance. I also understand I or my agent must appear at the hearing of this request before the Planning Board and all of the information presented by me is true and correct to the best of my knowledge.

Signature of Applicant: , EXEC MGR

Date of Submittal: 8-16-21

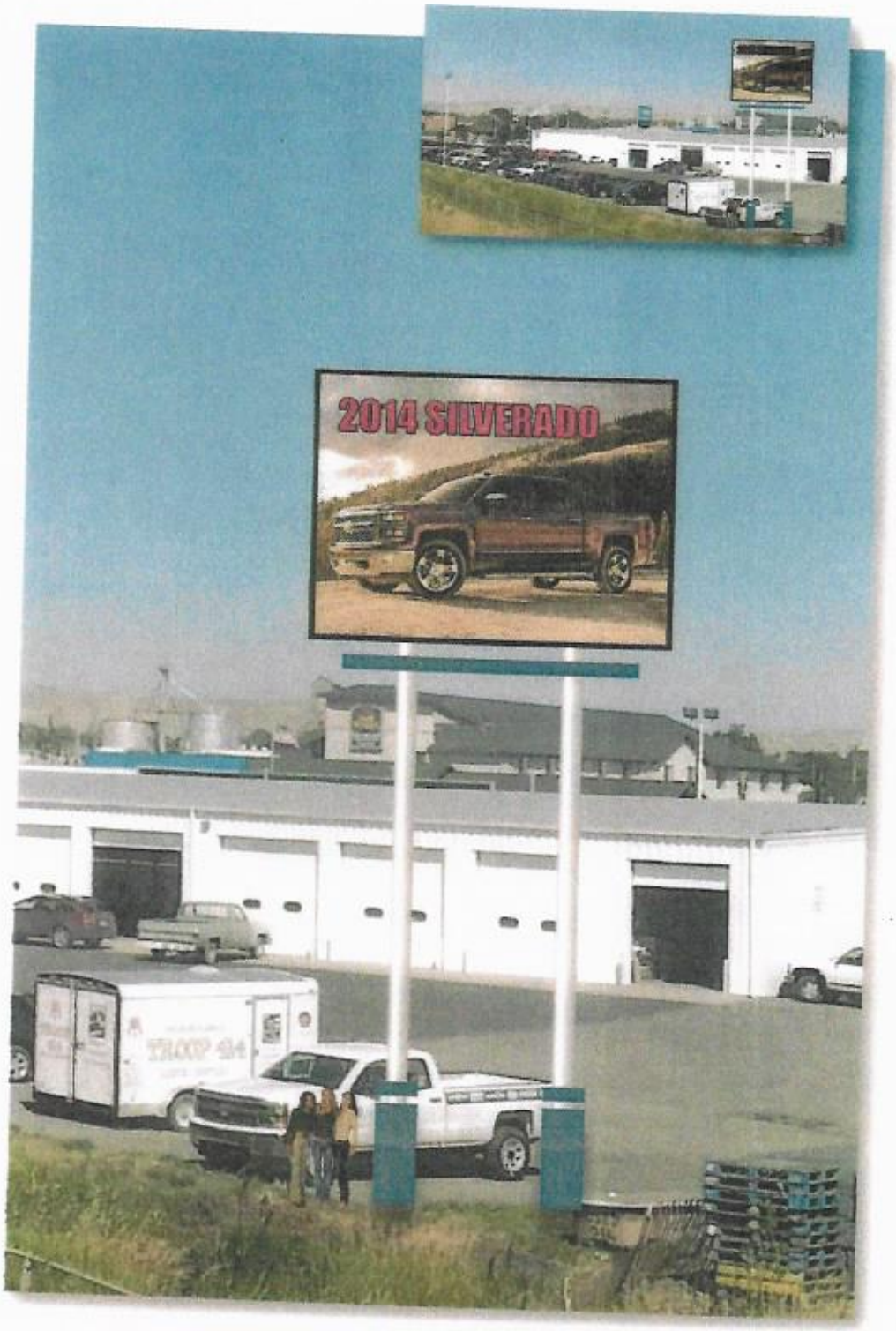
SITE PLAN

GENERAL MOTORS
Facility Image Program
Design Intent

Facility Proposal
PICHMAN CHEVROLET

SITE PLAN


S MONTANA AVE
SE 4TH ST
S 1ST AVE
HIGHWAY 212 S
0
50
100



EPCON
Sign Group

192X256 20 MM RGB MESSAGE CENTER. PAINTED STEEL PIPE WITH FABRICATED GALVANEAL FILLER AND BASES,PRIME AND PAINT SMOOTH.

FINISH COLORS
1 WHITE
2 BLUE
3 BLACK

SPECIFICATIONS
BASE
304 PROCESS
BESS

DOUBLE FACE HI-RISE ELECTRONIC DISPLAY

EPCON Sign Group

LAUREL I LLC
B00468
415 S 1ST AVE
LAUREL MT 59044

SUPERPUMPER INC
B00467A
411 S 1ST AVE
LAUREL MT 59044

SPARTAN LAUREL 2 REAL ESTATE LLC
B00464
202 SE 4TH ST
LAUREL MT 59044

LMT INVESTMENTS LLC
B00464B
400 SE 4TH ST
LAUREL MT 59044

CITY OF LAUREL
B00464C
115 W 1ST ST
LAUREL MT 59044

MARVIN DEVELOPMENT OF MONTANA LLC
B00451A
119 SE 4TH ST
LAUREL MT 59044

TOWN & COUNTRY SUPPLY ASSOCIATION
B00452
315 S 1ST AVE
LAUREL MT 59044

WENDAUREL LLC
B00451
309 S 1ST AVE
LAUREL MT 59044

FOX LUMBER SALES INC
D02724
203 E RAILROAD ST
LAUREL MT 59044

S&G COMMERCIAL HOLDINGS LLC
B03044
203 SE 4TH ST
LAUREL MT 59044

LAUREL HOTELS LLC
B03045
205 SE 4TH ST
LAUREL MT 59044

MCDONALD'S REAL ESTATE COMPANY
B03050
301 SE 4TH ST
LAUREL MT 59044

UNITED BANK NA
B03051
401 SE 4TH ST
LAUREL MT 59044

PST LLC
B03050A
307 SE 4TH ST
LAUREL MT 59044

INNOVATIVE PROPERTIES LLC
B03221
401 S 1ST AVE
LAUREL MT 59044

File Attachments for Item:

9. Ambulance Pay Scale Discussion

RESOLUTION NO. 11-106

A RESOLUTION TO MODIFY THE PREVIOUSLY APPROVED COMPENSATION LEVELS FOR THE VOUNTEER AMBULANCE SERVICE.

WHEREAS, the City Council previously established and approved compensation levels for the Volunteer Ambulance Service through the adoption of Resolution No. R08-117; and

WHEREAS, the Ambulance Director recently reviewed the previous compensation levels and is requesting and recommending revisions to the compensation levels; and

BE IT RESOLVED, that Resolution No. R08-117 is modified to reset the compensation of the members of the Volunteer Ambulance Service as follows:

Monthly Meetings: $7.50 – for attendance at the regular monthly meeting required for members of the Volunteer Ambulance Service. (Only one meeting will be compensated for each month.)

On-Call Rates: All non-probationary volunteers shall be compensated at a rate of $3.50 per hour. Volunteers shall be probationary for six months at a rate of $2.50 per hour.

Standby: $7.50 per hour – for each attendant working standby for a special event. The special event needs to pay the Ambulance Service in advance for working the event.

Transport Call: $15.00

Non-Transport Call with Treatment: $10.00

Non-Transport no Treatment: $7.50

Call out stipends will be doubled during certain times of the years listed below:

From 5 pm, December 24 to Midnight, December 25
From 5 pm, December 31 to Midnight, January 1
From Midnight to Midnight on the following holidays:
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

No member of the Volunteer Ambulance Service shall receive other compensation from the City except as provided by this resolution.

BE IT FUTHER RESOLVED, the Officers of the Volunteer Ambulance Service shall receive, in addition to the compensation above, the compensation as follows:

Assistant Director:	$4,000 per year
Training Officer:	$6,000 per year
Billing:	$3,600 per year
Vehicle Maintenance:	$3,600 per year

No officer of the Volunteer Ambulance Service shall receive other compensation from the City except as provided for by this resolution.

Introduced at a meeting of the City Council on October 4, 2011 by Council Member Mace.

PASSED AND APPROVED by the City Council of the City of Laurel this 4th day of October, 2011.

APPROVED by the Mayor this 4th day of October, 2011.

CITY OF LAUREL

Kenneth E. Olson, Jr., Mayor

ATTEST:

Shirley Ewan, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Legal Council
Elk River Law Office, P.L.L.P.

Explanation of Compensation levels for the Volunteer Ambulance Service-October 2011

In the past, the Ambulance rates were changed one year and compensation rates for the crew would be adjusted the next year. The crew has not received compensation rates since 2008. The charges for the Ambulance Service were doubled last year with the adoption of the Schedule of Fees and Charges.

The intent of the large increase in charges was to help cover the costs of the building addition. In order to help this process work, we need crew members to respond to every call. By paying the small stipends we pay, we have been able to help them cover the costs of volunteering in Laurel. The small raise being requested will help this stipend keep up with the rising expenses incurred by the volunteers.

Crew members of the Laurel Volunteer Ambulance Service have not received an increase since 2008. The last resolution adjusted the wording concerning increases but did not change any pay.

An increase for hourly pay is being requested. The current rate of $2.50 an hour for being on call, with raises for longevity, has not worked out to be a fair compensation.

The new resolution would change the rate to $3.50 an hour for non-probationary crew members, $2.50 for those on probation for their first 6 months. This allows a time for training and experience.

We currently have four Officer Positions that require more time than the time they volunteer. They perform duties essential to keeping the service running smoothly. These 4 positions have been receiving a stipend for the extended work they do for several years. The stipend amount has been altered several times. The change requested by the resolution will reflect a much warranted adjustment.

These rates changes were requested in the LVA budget for 3 years. The dollar amount to cover these changes has been approved every year, but no resolution came forward to make the actual changes.

The entire crew appreciates your consideration to approve this resolution adjusting their pay.

Jan Faught

Ambulance Director

File Attachments for Item:

11. Review Draft Council Agenda for September 14, 2021.

AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 14, 2021
6:30 PM
COUNCIL CHAMBERS

NEXT RES. NO.
R18-XX

NEXT ORD. NO.
O18-XX

***WELCOME** . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of August 24, 2021.
2. Approval of Minutes of September 7, 2021.

Correspondence

3. Laurel Airport Authority Minutes of July 27, 2021.
4. Fire Monthly Report - August 2021.
5. Police Monthly Report - August 2021.
6. Building Department Monthly Report - August 2021.

Council Disclosure of Ex Parte Communications

Public Hearing

7. Public Hearing: Budget Amendment Resolution Amending Appropriations And Revenues For The Federal Equitable Sharing Fund For Fiscal Year 2020-2021
8. Public Hearing: A Resolution Adopting An Official Schedule Of Fees And Charges For The City Of Laurel Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto.
9. Public Hearing: A Resolution Of The City Council Approving An Application For Special Review For Project Telephone Authorizing The Construction Of A Fiberoptic Hut At 1013 8th Avenue, City Of Laurel.
10. Public Hearing: Resolution Of Intent To Approve The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel With Changes.
11. Public Hearing: Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue Located Between Blocks 6 And 7, As An Addition To The City Of Laurel, Yellowstone County, Montana.

12. Public Hearing: A Resolution Of Annexation And Approval Of Zone Change For The Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel, Subject To Conditions Imposed By The City
13. Public Hearing: A Resolution Of The City Council Granting A Variance From Certain Sections Of Chapter 17 Of The City's Sign Code For The Property Located At 202 SE 4th Street To Allow The Removal And Replacement Of A Freestanding Pole Sign With An Electronic Controlled Sign Which Is Currently Prohibited.

Consent Items

NOTICE TO THE PUBLIC

The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. ***The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.*** *The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

14. Approval of Payroll Register for PPE 8/22/2021 totaling $194,748.46.
15. Claims entered through September 10, 2021.

Ceremonial Calendar

Reports of Boards and Commissions

16. Budget/Finance Minutes of August 24, 2021.

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

17. Resolution - Budget Amendment Resolution Amending Appropriations And Revenues For The Federal Equitable Sharing Fund For Fiscal Year 2020-2021
18. Resolution - A Resolution Adopting An Official Schedule Of Fees And Charges For The City Of Laurel Repealing All Previous Resolutions That Set Fees Or Charges That Conflict With The Schedule Attached Hereto.
19. Resolution - A Resolution Of The City Council Approving An Application For Special Review For Project Telephone Authorizing The Construction Of A Fiberoptic Hut At 1013 8th Avenue, City Of Laurel.
20. Resolution - Resolution Of Intent To Approve The Application For Bitterroot Grove Townhomes, A Sixty Unit Planned Unit Development As An Addition To The City Of Laurel With Changes.
21. Resolution - Resolution Of Annexation And Zoning For Nutting Brothers Subdivision, Block 6, Lots 1-12 And Block 7, Lots 1-12 And The Abandoned Portion Of Hazel Avenue Located Between Blocks 6 And 7, As An Addition To The City Of Laurel, Yellowstone County, Montana.
22. Resolution - A Resolution Of Annexation And Approval Of Zone Change For The Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel, Subject To Conditions Imposed By The City
23. Resolution - A Resolution To Approve The Preliminary Plat Of Cherry Hills Subdivision, Third Filing, An Addition To The City Of Laurel Subject To Conditions
24. Resolution - A Resolution Of The City Council Granting A Variance From Certain Sections Of Chapter 17 Of The City's Sign Code For The Property Located At 202 SE 4th Street To

Allow The Removal And Replacement Of A Freestanding Pole Sign With An Electronic Controlled Sign Which Is Currently Prohibited.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

Council Discussion

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

Mayor Updates

Unscheduled Matters

Adjournment

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