



**AGENDA
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, JANUARY 19, 2022
5:35 PM
CITY COUNCIL CHAMBERS**

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

1. Roll Call

General Items

2. Meeting Minutes: December 15, 2021

New Business

3. Public Hearing: Laurel Golf Course Annexation Request

Old Business

4. Building Permit Review: City Brew/Chen's Express

Other Items

5. Project Updates
6. Adjourn

Announcements

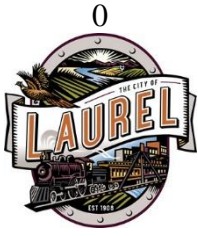
7. Next Meeting: February 16, 2022

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

DATES TO REMEMBER

File Attachments for Item:

2. Meeting Minutes: December 15, 2021



**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, DECEMBER 15, 2021
5:35 PM
CITY COUNCIL CHAMBERS**

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

1. Roll Call

The Chair called the meeting to order at 5:35PM

Jon Klasna
Ron Benner
Gavin Williams
Evan Bruce
Roger Giese
Dan Koch
Judy Goldsby
Nick Altonaga (City of Laurel)

The Chair announced the agenda change to place Chens Express before the North Western Energy Discussion.

General Items

2. Approve Meeting Minutes: November 17, 2021

Board members reviewed the minutes.

Ron Motioned to Approve the minutes from the meeting on November 17, 2021.
Evan Seconded.
Motion Carried.

3. Public Hearing: Lucky Louie's Special Review

The Chair called for Proponents.
The Chair called for Proponents.

John Johnson, 1917 Rusting Court, Casper, Wyoming.

Owner of the Building, and also a partner of Louis Carrano with Tavern Partners.

Want to speak in favor of the project. Would like to have the 3rd condition of approval be changed to "Have started within 6 months of special review approval."

Another issue with the timeframe is that we still have to have approval by the state. The Department of Justice and the State need to sign off and approve it as well.

Ron: Will there be any food service?

John: Very limited kitchen and food service. Want to make sure that it will be limited to bar and casino and not a bar, casino, restaurant. It will be very limited, not a restaurant with full service. Limited service area of about 8 seats.

Roger: One of the recommendations and discussion items has it as ingress and egress. Will there be additional ingress and egress created to the neighboring site?

None planned at this time. No major site work is being done.

The Bar in this location will be a service bar, not a full-on bar for customers. It will have full beverage service available but limited seating.

Judy: What will the hours of operation be?

Hours of operation will be 8am-12am.

Ron: The Bar downtown will close? What will be done with it?

John: We have a verbal agreement with a gentleman down the street who will take over the space.

The Chair Called for Proponents.

The Chair called for Opponents.

The Chair called for Opponents.

The Chair called for Opponents.

There being none, the Chair closed the public hearing.

Forrest Sanderson, KLJ: Suggest taking up the 1-year limit and impose the ability of an extension.

Board members discussed amending the recommendation of a 1-year development timeframe.

Gavin Motioned to Approve the Special Review for Lucky Louie's with the amended Recommendations as discussed.

Evan Seconded.

Roger Giese Opposed.

Motion Carried.

4. Plan Review: City-Brew / Chen's Express

Nick Presented the amended plan for the City Brew / Chens Express

Ron: Will there be a pedestrian walkway to the ATM? This is very problematic as not everyone has a car. Also problematic for Larger vehicles heading into the parking areas.

Ron: Trash Enclosure? Nick explained the encroachment permit that was approved last night

Ron: Parking issues, ATM Island, and multiple lanes of traffic will be very problematic. I think cars are going to get all over.

Can we put an addendum that the Police won't have to attend to any accidents here? Not sure how they will deal with traffic here.

Where is the overflow parking for large vehicles or how will the developer deal with vehicles with trailers?

Ron Motioned to table the plan review until January and invite the developer to present it then.

Jon Seconded.

Motion Carried.

5. Staff Update

The Planning Director announced that his last day with the city of Laurel will be January 21st, 2022.

Karen Courtney the Building Official will be taking over the day to day items with Forrest Sanderson at KLJ assisting with the larger projects.

6. Discussion: Northwestern Energy Zone Change

Ron Motioned to Adjourn the meeting to hold a work session.

Evan Seconded.

Motion Carried.

Meeting adjourned at 6:05pm.

Ron recommended to send our standing decision back to City Council. We should not be forced to make the decision.

Ron left the meeting due to a prior engagement.

Forrest Sanderson, KLJ. Inc. was present to summarize the findings regarding the NW Energy Zone Change.

You have a comprehensive record. We did not yet address the statutory criteria in the MCA. (Just those in the LMC). We MUST address the items in MCA regarding the zone change. There is no proof that those 11 items were addressed.

In 32 years, it is the first time a AGB has decided to NOT go through the official process and build the record. Through a quick run-back through the record I have prepared a comprehensive list of findings for each. The public is entitled and should be invited to participate in the public process and the findings.

Even through a quick search we have prepared a significant list. I recommended that the City Council remand the review of the item to the Planning Board. We must review the Zone Change criteria and findings and adopt conclusions.

We must prove that we have reviewed the record, we have reviewed the findings, and can state that our decision is based upon those.

Tasking for Nick: Is NWE still interested in the zone change process?
They must affirm or drop the zone change.

If they don't respond to us, assume they are still interested. We must invite them to the Public Hearing in January.

Request to the Board is in two parts:

1. I need you to review the record (Summary of findings)
2. If you have additional findings, SEND THEM TO NICK

We want to have all findings available for the Public Hearing. Charge the public: Review the summary of findings, email Nick with any further findings. We will come to a conclusion for each and every one of those 11 questions.

Next issue to address: After the public hearing, Councilman McGee. Councilman McGee asked the question whether the Council or Commissioners were the appropriate body. Who is the appropriate body? There is a statutory process for amending the zoning jurisdiction and it has not been followed.

Does the City of Laurel have the legal authority to assign zoning?
The City Attorney is going to have to make a decision on that.

It does not matter who the appropriate governing body is, but this is the planning board that has the power over this portion of review process. That is crystal clear. No matter who the governing body is, they will review the findings and conclusions prepared by the Laurel City-County Planning Board. Going through the findings and public process shall show that we completed our requirements.

Does the Board have any questions for it?

Dan: Doesn't the City have authority 1-mile out for zoning?

Forrest: There are some specific prohibitions for zoning outside city limits. There are some specifics for the zoning area.

Dan: Maybe there were some things that were done wrong in the past.

The answers we find for this item.

Our question to Yellowstone County: has YC adopted Zoning under 76-2-2 MCA?

Our record will be complete, defensible, developed through an open, fair, and transparent process, and will be sent to the appropriate governing body.

Judy: The determination of the appropriate governing body would not impact our review of findings?

Forrest: Correct.

Dan: Could the Commissioners override our decisions?

Forrest: Yes

Dan: Then why are we not doing it backwards? To figure out who the appropriate GB is?

Forrest: No, we started the process and must finish it correctly. Assumptions were made during this process that blocked the underlying questions. We are going to find who the appropriate governing body is and shall send our recommendations to them.

We are dealing with Private Property and Private Property rights. This decision directly deals with impacts to private property. Let's navigate the process with this in mind. Dealing with both sides of the issue, both For and Against.

Can we have a meeting before the 19th to meet on the findings?

Must provide notice. Thou shalt not meet in private.

- Make sure the public is aware
- Make sure they are afforded the opportunity to attend
- Ensure that if they are working on their tasking, that you are as well

Want to ensure that things are open, fair, and transparent.

If NW Energy withdraws their application, IN WRITING, we are done. Everything stops.

Evan: Can an EPA or DEQ agent come in and speak with us regarding this issue?

Yes, but the DEQ agent would provide details on a different set of questions than what we have under our review. We would start to mix regulatory mandates, and it is all relevant, but might not all belong as part of this process.

If you believe you have heard testimony that gives you pause, in regard to property values impacted, and the presentation from DEQ would answer that question, they will be required by law to show up and answer your questions. All state agencies are required to attend a meeting when requested in order to answer questions. They are good at attending. But we need to know in advance to invite them.

Dan: There should be a better way of having the public be aware of the hearings and processes. They were not aware of the process and that we did not have sufficient information.

Forrest: We have struggled for years to get people to know about meetings and information. We do more than most communities to get the word out. Follow what the code says, publish the notices.

Dan: The local paper tracks it. It is incumbent upon the public to attend meetings. In all due respect to Dr. Benner, We must deal with this for the city, for the public.

Steve Krum, 249 24th Ave West, Laurel, MT 59044

One thing through the process is that the public has come in and voiced a lot of thoughts and feelings and ideas. It has come through the health and safety and environment.

Dan brought up and I agree that it is the Public's responsibility to attend meetings. The YC News is not the proper location for public notices to be sent. It is not published within the statutory area for the Board. We are missing a big opportunity to reach out to the public by not publishing in the Outlook.

Forrest: The paper of record is set by the Governing Body. We are just living with the decision.

Jon: With that in mind, can we direct someone to request that our notices be put in Laurel's paper?

Nick can forward the request to have our notices in both.

Carol Blades 1805 Denidas Lane.

I DO read the Outlook. I like that you are giving us a second chance for contact on this issue. Asked what is the role for Forrest? Can we contact you directly?

Forrest: No, primary contact is with Nick who then contacts me if necessary.

Jon: Would like to see a specific list of the 11 questions. Where can I find those?

Forrest explained the document with the findings. I-XI findings and conclusions, followed by the 6 questions posed by Nick and Forrest.

The Roman Numerals are the statutory questions, followed by the questions posed by staff.

If we hear about Yellowstone County, WE DO NOT CARE, we only care about our jurisdiction.

To deviate from that puts us on a path that is untenable and indefensible.

Where our decision goes, it does not matter, and has no impact on the decision-making process.

You serve the county and the city of Laurel in equal measure.

We are still going to deal with the application, as we are the appropriate board.

Jon: We need to decide whether NW Energy wants to proceed or they want to withdraw?

If the answer is full-stop, it should be front page above the fold news.

We would want to have a 1-minute comment period per person at the end of the work session. In the interim between the 5th and the 19th, send it in as an email, it is the fastest way to get it into the record.

Carol Blades: Have been prolific in letter writing to the editor, but has not included them with City Council as they were longer than 3 minutes.

New Business

Old Business

Other Items

7. Adjourn

Dan Motioned to adjourn the work session.

Gavin Seconded.

Motion Carried.

Meeting Adjourned at 7:15pm

Announcements

8. Next Meeting: January 19, 2022

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DATES TO REMEMBER

File Attachments for Item:

3. Public Hearing: Laurel Golf Course Annexation Request



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City-County Planning Board
FROM: Nicholas Altonaga, Planning Director
RE: Laurel Golf Course Request for Annexation
DATE: January 16, 2022

DESCRIPTION OF REQUEST

Sanderson-Stewart has submitted a request for annexation and zoning on behalf of the Laurel Golf Club for a 69.74-acre tract of land that comprises a portion of their property along Golf Course Road. The Laurel Golf Club seeks annexation in order to access municipal water and sewer services for their Clubhouse and for possible future development along Golf Course Road. The requested zoning is Residential 7500 (R-7500). This is the minimum density zoning designation for any property within the Laurel municipal city limits. Approval of this annexation and zoning request would bring 69.74 acres of agricultural and Golf Club property into the city with a low-density zoning designation of Residential 7500 (R-7500).

Owner: Laurel Golf Club

Current Legal Description:

S07, T02 S, R24 E, C.O.S. 3055, (LESS DECARLO SUB) 445.14 AC
(2001)

Proposed Legal Description:

S07, T02 S, R24E, C.O.S. 3055, Tract 1B-1

Address: 1020 Golf Course Rd, Laurel, MT 59044

Parcel Size: 69.74-acres

Existing Land Use: Golf Clubhouse, Agricultural

Proposed Land Use: Golf Clubhouse, Agricultural

Existing Zoning: Public

Proposed Zoning: Residential 7500 (R-7500)

STAFF FINDINGS

- The applicant is requesting annexation and zoning for a 69.74-acre tract located along Golf Course Road, immediately south of the Saddleback Ridge Estates Subdivision.
- The applicant has provided a project narrative, annexation application, waiver of right to protest, and draft COS 3055 delineating the area to be annexed.

- The applicant seeks annexation in order to connect the property to municipal water and sewer services
- The applicant has provided estimates for the extension of water and sewer services to the property.
- The applicant has stated their future goal of possibly subdividing and/or developing portions of their property along Golf Course Road for residential and/or other uses.

The following findings were developed from the text of the City of Laurel Annexation Policy (2008).

- A. The property must be located within an area identified by city staff as a location for future city annexation or annexation of the property will promote orderly growth of the city to protect the health, safety, and welfare in areas intensely utilized for residential, commercial, institutional, and governmental purposes.

The 2020 Laurel Growth Management Policy specifically states the area adjacent to Golf Course Road as a priority area for growth and development. The area West of Laurel is deemed high priority for residential and commercial growth. This request would increase the amount of residential-zoned property within the city limits, which would also work towards meeting the housing goals established in the Growth Management Policy.

- B. The city must be able to provide adequate city services within a time period mutually agreed to by the property owner requesting annexation and the city;

The property seeking annexation is located closely with existing Water and Sewer services on the East side of Golf Course Road south of the Elena Subdivision.

- C. Existing or proposed public improvements within the area to be annexed must meet all city standards. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city with 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 or 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 Applicant has prepared an annexation agreement and waiver of right to protest detailing what public improvements shall be made and the timeline for the installation of public improvements. The annexation must be approved by City Council prior to annexation approval.

- D. All property owners within the area to be annexed must sign a waiver of right to protest the creation of Special Improvement Districts for engineering and construction of improvements including but not limited to, streets, sidewalks, curb and gutter, and the creation of a Park Maintenance District, in a form acceptable and approved by the city.

A Waiver of right to protest the creation of special improvement districts has been prepared and provided to the City of Laurel for filing with the annexation agreement.

- E. All residential property owners must execute a Waiver of Right-to-Protest the creation of Special Improvement districts for engineering and construction of improvements including but not limited to, streets, sidewalks, curb and gutter, and the creation of a Park Maintenance District, in a form acceptable and approved by the city.

A Waiver of right to protest the creation of special improvement districts has been prepared and provided to the City of Laurel for filing with the annexation agreement.

- F. Residential densities within the area to be annexed must be rezoned at a minimum density of R-7500 or greater, and

The Applicant has requested a zoning of Residential 7500 (R-7500) for the area to be annexed. The applicant has made specific their future goal of developing and/or subdividing their property along Golf Course Road.

- G. The proposed land use within the area to be annexed must conform to the goals of the Laurel-Yellowstone City-County Planning Board Growth Policy.

The 2020 Laurel Growth Management Policy specifically establishes the area West of Laurel as high priority for growth and development. The 2020 Growth Management Policy also seeks to co-locate development along larger transportation corridors. Golf Course Road is projected to be an important transportation corridor as Laurel and the surrounding area develop. This annexation could also lead to future residential and/or commercial subdivisions which fulfill the needs for a variety of housing options as well as increased economic development opportunities as specified in the Growth Management Policy.

PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

Annexation Criteria and Requirements as presented in the Laurel Annexation Policy (2008)

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, if needed.

- A. The City Council shall consider the following criteria when it receives a written petition for annexation:
 - a. The property must be located within an area identified by city staff as a location for future city annexation or annexation of the property will promote orderly growth of the city to protect the health, safety, and welfare in areas intensely utilized for residential, commercial, institutional, and governmental purposes.
 - b. The city must be able to provide adequate city services within a time period mutually agreed to by the property owner requesting annexation and the city;
 - c. Existing or proposed public improvements within the area to be annexed must meet all city standards. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city with 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 or 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.
 - d. All property owners within the area to be annexed must sign a waiver of right to protest the creation of Special Improvement Districts for engineering and construction of improvements including but not limited to, streets, sidewalks, curb and gutter, and the creation of a Park Maintenance District, in a form acceptable and approved by the city.
 - e. All residential property owners must execute a Waiver of Right-to-Protest the creation of Special Improvement districts for engineering and construction of improvements including but not limited to, streets, sidewalks, curb and gutter, and the creation of a Park Maintenance District, in a form acceptable and approved by the city.
 - f. Residential densities within the area to be annexed must be rezoned at a minimum density of R-7500 or greater, and
 - g. The proposed land use within the area to be annexed must conform to the goals of the Laurel-Yellowstone City-County Planning Board Growth Policy.

RECOMMENDATIONS

The Planning Director recommends that the Planning Board approve the annexation and zone change. The Planning Director has prepared drafted conditions of denial which are presented below.

1. An amended Certificate of Survey establishing Tract 1B-1 shall be submitted to and approved by the City of Laurel and filed with the Yellowstone County Clerk & Recorder prior to annexation approval.
2. Water and Sewer designs shall be approved by the City of Laurel prior to annexation approval.
3. Stormwater designs shall be approved by the City of Laurel and the Department of Environmental Quality, where applicable, prior to annexation approval.
4. An Annexation Agreement shall be executed with the City of Laurel and filed with the Yellowstone County Clerk & Recorder at the time of annexation approval.
5. A Waiver of Right to Protest the creation of a Special Improvement District(s) shall be executed and filed with the Yellowstone County Clerk & Recorder at the time of annexation approval.
6. If related public improvements are not constructed within six (6) months 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.
7. In the event that public improvements have not been completed at the time a building permit is applied for, the applicant shall submit a development agreement to be approved by the City of Laurel.

ATTACHMENTS

1. Project Narrative
2. Annexation Application
3. Amended COS 3055
4. Annexation Agreement
5. Waiver of Right to Protest
6. Adjacent property Owners within 300ft
7. Laurel Annexation Policy (2008)

Project Narrative

Overview

Laurel Golf Club is requesting annexation of 69.75 acres into the City of Laurel, Montana. The portion of Laurel Gold Club property looking to be annexed is located just outside the northwest boundary of the Laurel city limits, along the west side of Golf Course Road in Yellowstone County, Montana. The property is legally described as: **S07, T02 S, R24 E, C.O.S. 3055, (Less Decarlo Sub), Tract 1B-1.**

The area to be annexed include the golf clubhouse and agricultural land. In the future, the agricultural land may be sold to be developed as medium-to-high density residential neighborhoods. Incorporation of this parcel into the City of Laurel will provide the opportunity for future residential development with city utility, infrastructure, and public safety services, while also increasing the City of Laurel's tax base.

The property lies adjacent to Laurel's Elena Subdivision that defines the western-most boundary of Laurel's city limits, as well as directly adjacent to the northern boundary of the City of Laurel's western Annexation Priority Area that is defined in Laurel's 2020 Growth Policy. The property is currently zoned as Public within Laurel's zoning jurisdiction, but when annexation occurs the property will request to be zoned as Residential 7500.

Utility Extensions

Upon annexation of the property, City of Laurel public water and sanitary sewer services will be extended to the Laurel Golf Club building. The intent is that new public water and sewer mains will be extended directly west from NW Maryland Avenue to the new property boundary for the laurel Golf Club. From there, new service lines will be extended on the property to the building. The new public water and sewer mains will become part of the City of Laurel system and will be located within public right-of-way when the proposed residential development occurs. These mains will serve the new residential development and will be extended at the time of that development.

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: Laurel Golf Club
Address: 1020 Golf Course Road, Laurel, MT 59044
Phone: 406.628.4504

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: Tract 1B-1 of Amended Tracts 1A and 1B Certificate of Survey No. 3055

Lot size: 69.75 Acres

Present use: Agricultural land and golf clubhouse

Planned use: Golf clubhouse, agricultural and future residential

Present zoning: P - Public

(Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])

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

Water Service:

Location of existing main: NW Maryland Lane at Golf Course Road

Cost of extension of approved service: \$72,000

How cost determined: Engineer's opinion of probable cost (attached)

Timeframe for installation: Spring 2022

Sewer Service:

Location of existing main: NW Maryland Lane west of Duval Drive

Cost of extension of approved service: \$92,000

How cost determined: Engineer's opinion of probable cost (attached)

Timeframe for installation: Spring 2022

How financed: Private

Streets:

Is there any adjoining County ROW to the proposed annexation: Yes, Golf Course Road

Location of existing paved access: West from Golf Course Road at Paynes Pl

Cost of paving: n/a

How cost determined: n/a

Timeframe for construction: n/a

Other required improvements: Provide above information on attached pages.

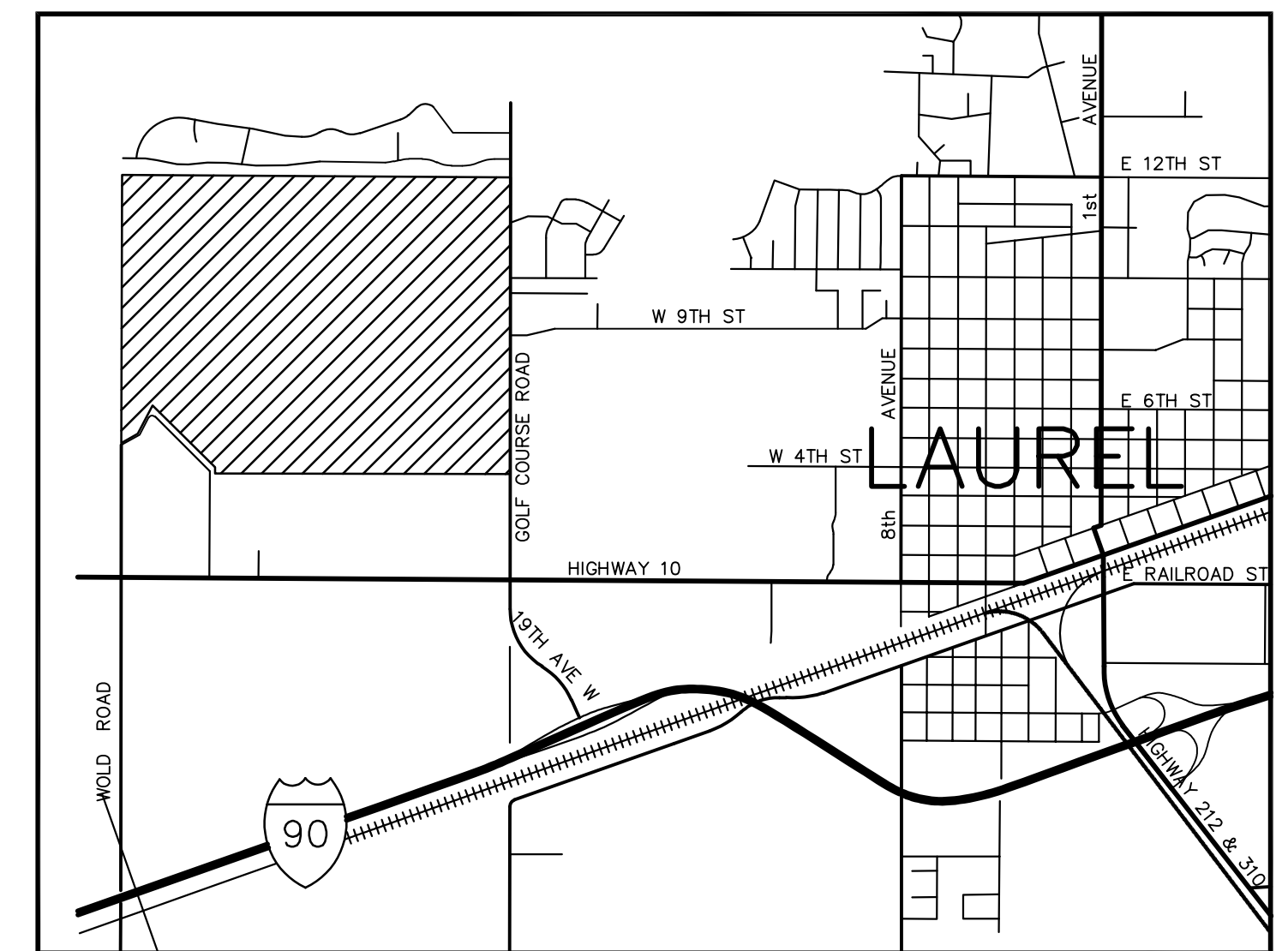
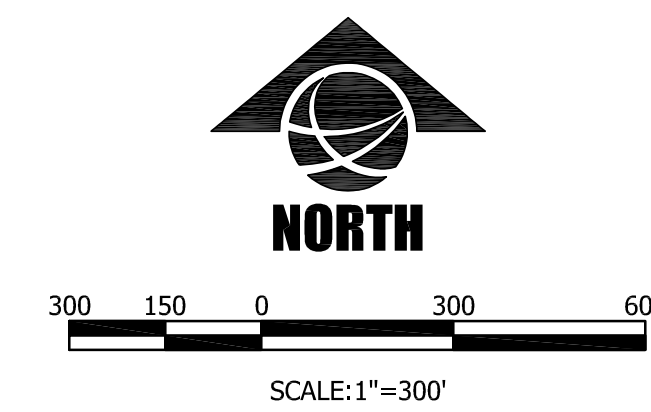
5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.
6. A written Waive of Protest must accompany this application, suitable for recording and containing a covenant to run with the land to be annexed, waiving all right of protest to the creation by the city of any needed improvement district for construction or maintenance of municipal services. This Waiver of Protest must be signed by the applicant **prior** to annexation by the city.
7. Requests for annexations are referred to the City-County Planning Board for recommendation to the City Council. Within 30 days after receiving the properly filled out application with all required accompaniments and after conducting a duly advertised public hearing, the City-County Planning Board shall make recommendation to the City Council as to this Request for Annexation. If more information is needed from the applicant during the review of the application, such application shall be deemed incomplete and the timeframe for reporting to the City Council extended accordingly, in needed.
8. A **non-refundable** application fee of \$300 + \$25.00 per acre (80 acres or less); \$300 + \$35.00 per acres (81 acres or more) must accompany the submission of this application.

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

SITUATED IN THE NE1/4, THE NW1/4, THE SW1/4 AND THE SE1/4 OF SECTION 7
TOWNSHIP 2 SOUTH, RANGE 24 EAST, P.M.M.
YELLOWSTONE COUNTY, MONTANA

PREPARED BY : **SANDERSON STEWART** 

BILLINGS, MONTANA



VICINITY MAP
NOT TO SCALE

THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS; HAVING A POINT OF ORIGIN AT 45°47'00"N LATITUDE AND 108°25'00"W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GRAUND COMBINED SCALE FACTOR AT the northwest corner of Section 7 is 0.9999066; THE CONVERGENCE ANGLE IS -017'27". THESE DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

The undersigned hereby certifies that the purpose of this survey is to relocate the common boundary line between two existing tracts located outside of a platted subdivision. Therefore this survey is not subject to review as a subdivision pursuant to Section 76-3-207(1)(a), MCA which exempts "divisions made outside of platted subdivisions for the purpose of relocating common boundary lines between adjoining properties".

Pursuant to ARM 24.183.1104(1)(f)(iii)(C), the area that is being removed from one tract of record and joined with another tract of record is not itself a tract of record. Said area shall not be available as a reference legal description in any subsequent real property transfer after the initial transfer associated with the certificate of survey on which said area is described, unless said area is included with or excluded from adjoining tracts of record.

Tracts 1A-1 and 1B-1 as shown hereon are not subject to review by the Department of Environmental Quality since they are both greater than 20 acres in size.

- FOUND SURVEY MONUMENT, AS NOTED
- SET 5/8" X 18" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- ✚ FOUND SECTION CORNER MONUMENT
- ⚡ FOUND QUARTER CORNER MONUMENT
- FOUND 1/16TH CORNER MONUMENT

I hereby certify that all real property taxes and special assessments have been paid per 76-3-611(1)(b) / 76-3-207(3), M.C.A.

Date _____

Yellowstone County Treasurer

BY: Deputy

This Certificate of Survey has been reviewed and approved by Riverstone Health.

Health Officer or Authorized Representative
Yellowstone City/County Health Department
dba Riverstone Health

This document has been reviewed by the County Attorney's office and is acceptable as to form.

DATED: _____

Reviewed by: _____

STATE OF MONTANA)
County of Yellowstone) ss

The undersigned, a Montana Registered Land Surveyor, being first duly sworn, deposes and says that during the month of September 2021, a survey was performed under his supervision of a tract of land situated in the NE1/4, the NW1/4, the SW1/4 and the SE1/4 of Section 7, T. 2 S., R. 24 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

Tract 1A and Tract 1B of Amended Certificate of Survey No. 3055 according to the official survey thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____; containing an area of 443.3362 acres, more or less, subject to all easements of record or apparent on the ground.

That the monuments found and set are of the character and occupy the positions shown hereon, that said survey and the plat hereof shows true and correct dimensions and that the plat conforms with the work on the ground.

SANDERSON STEWART

By: _____

Montana Registration No. _____

Date: _____

Return to:
Laurel Golf Club
1020 Golf Course Road
Laurel, Montana 59044

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this ____ day of _____, 2022, by and between the **LAUREL GOLF CLUB**, with a mailing address at 1020 Golf Course Road, Laurel, Montana 59044, (the “Developer”), and the **CITY OF LAUREL, MONTANA**, a municipal corporation, with a mailing address at 115 West 1st Street, Laurel, Montana, 59044 (the “City”).

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

Tract 1B-1, Amended Tracts 1A and 1B, Certificate of Survey No. 3055;
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, the Developer has submitted to the City a Petition for Annexation to the City for Developer Tracts; and

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

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

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

1. **Roads and Access.** The Developer Tracts shall be accessible by Golf Course Road. No improvements to Golf Course Road will be constructed upon annexation and re-development of the Laurel Golf Club clubhouse. Future development or subdivision of the Developer Tracts may require Golf Course Road to be improved to City standard as described in a Subdivision Improvements Agreement or Development Agreement at the time of subdivision or lot development.

2. **Sanitary Sewer.** Developer Tracts shall be served by the City wastewater system. The Developer shall extend the existing 8-inch sanitary sewer main in Northwest Maryland

Lane from the existing terminus west and provide a single sanitary sewer service for the proposed clubhouse re-development. A 60-foot-wide public utility easement shall be created for extension of the public water and sewer mains.

3. **Water.** Developer Tracts shall be served by the City water system. The Developer shall extend the existing 8-inch water main in Northwest Maryland Lane from the existing terminus west and provide a single water service for the proposed clubhouse re-development. A 60-foot-wide public utility easement shall be created for extension of the public water and sewer mains.

4. **Storm Drain.** The property shall tie into the stormwater drainage system wherever possible. If a connection is not possible, the property shall manage stormwater on the property.

5. **Right-of-Way.** No right-of-way is to be dedicated upon annexation and re-development of the clubhouse. Rights-of-way shall be dedicated upon future subdivision of the Developer Tracts for Golf Course Road and any proposed public streets.

6. **Future Intersection Contributions.** No intersection contributions are required upon annexation. Future development or subdivision of the Developer Tracts may require intersection contributions that shall be defined in a Subdivision Improvements Agreement or Development Agreement based on the recommendations on an approved traffic impact study (if required).

7. **Late Comers Agreement.** No Late Comers Agreement is made with this annexation.

8. **Zoning.** The Property is to be zoned as Residential 7500 (R-7500).

9. **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 ensure 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.

10. **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.

11. 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.

12. 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.

13. 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.

LAUREL GOLF CLUB

By: _____

Title: _____

“Developer”

STATE OF MONTANA)
 : ss.
County of Yellowstone)

On this ____ day of _____, 2022, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the person who signed the foregoing instrument as _____ of Laurel Golf Club, and who acknowledged to me that said the 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 the City of Laurel, this ____ day of _____, 20____.

CITY OF LAUREL, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

“City”

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

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, stormwater 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:

Tract 1B-1, Amended Tracts 1A and 1B, Certificate of Survey No. 3055

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

LAUREL GOLF CLUB

By: _____

Its: _____

“Subdivider/Owner”

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 LAUREL GOLF CLUB, the person who executed the forgoing instrument and acknowledged to me that he/she 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: _____

Laurel Golf Club Annexation Request - Adjacent Property Owners			
Owner name	Tax Code	Address	
ABY, BART W & ABBY M	C14056	2000 SADDLEBACK DR	LAUREL, MT 59044
ALLISON, MARK D & JANEL I	C12053	1045 GOLF COURSE RD	LAUREL, MT 59044
ALTOFF, ALLEN A & FLORENCE L	B02093	905 GOLF COURSE RD	LAUREL, MT 59044
ARNOLD, EUGENE C & SHERRY L	C14088	2155 SADDLEBACK DR	LAUREL, MT 59044
BAUSCH, JACOB & MINDY	C13260	1845 PAYNES PL	LAUREL, MT 59044
BERGMAN, MICHAEL J	C12052	1107 GOLF COURSE RD	LAUREL, MT 59044
BOGAR, MARY D	B01956	909 GOLF COURSE RD	LAUREL, MT 59044
BONHAM, KENNETH H & APRIL L	B02408	1831 W 9TH ST	LAUREL, MT 59044
CANTRELL, MICHAEL C & JEANNIE M	C14053	1950 SADDLEBACK DR	LAUREL, MT 59044
CARR, ROBERT H & THERESA P	C14054	1970 SADDLEBACK DR	LAUREL, MT 59044
CASEY, THOMAS MICHAEL &	C14058	2040 SADDLEBACK DR	LAUREL, MT 59044
DAVIS, ANDREW B & SARAH	C14079	2055 SADDLEBACK DR	LAUREL, MT 59044
ECHO-HAWK, JOSEPH & ANGELA	C14087	2125 SADDLEBACK DR	LAUREL, MT 59044
FICHTNER, KENNETH W & KATHY J	C14077	2025 SADDLEBACK DR	LAUREL, MT 59044
GOETTLICH, L HAROLD & BRIDGETT J	C14052	1930 SADDLEBACK DR	LAUREL, MT 59044
HANSON, BRIAN M	C14051	1910 SADDLEBACK DR	LAUREL, MT 59044
HARMON, JEFFREY S & ONDRIA	C14078	2035 SADDLEBACK DR	LAUREL, MT 59044
HARRIS CATTLE	B01957	W MARYLAND LN	LAUREL, MT 59044
HATVELDT, BRANDON J	C14059	2060 SADDLEBACK DR	LAUREL, MT 59044
JOHNSON, JEFFREY S &	D02551	1201 GOLF COURSE RD	LAUREL, MT 59044
KELLY, SUSAN L	C14080	2075 SADDLEBACK DR	LAUREL, MT 59044
KENNEDY, MARTHA & GARY J	D02566	1123 GOLF COURSE RD	LAUREL, MT 59044
KIMMET, MATTHEW BRYAN & CINDY	C14065	2170 SADDLEBACK DR	LAUREL, MT 59044
KIMMET, PATRICK B	C14063	2130 SADDLEBACK DR	LAUREL, MT 59044
LAUREL GOLF CLUB	D02555	1020 GOLF COURSE RD	LAUREL, MT 59044
MARK L RUSSELL & JILL M RUSSELL R	C14060	2080 SADDLEBACK DR	LAUREL, MT 59044
MCCULLOCH, STEPHEN B	B01948	1833 W MARYLAND LN	LAUREL, MT 59044
MCKITTRICK, GORDON & TONI	C14073	1935 SADDLEBACK DR	LAUREL, MT 59044
MCNEIL, BRENT & BRENDA	C14057	2020 SADDLEBACK DR	LAUREL, MT 59044
MEITZEL, LONNIE	C14055	1990 SADDLEBACK DR	LAUREL, MT 59044
MORAN, MARK M & KAREN R	B01947	W MARYLAND LN	LAUREL, MT 59044
NAILLON, CODY J &	C14075	1985 SADDLEBACK DR	LAUREL, MT 59044
NARDO, KATHRYN R & NICHOLAS	C14064	2150 SADDLEBACK DR	LAUREL, MT 59044
PETERS, BRENT S & BETTY R	C14076	1995 SADDLEBACK DR	LAUREL, MT 59044
ROB HARRIS TRUST	C12054	1005 GOLF COURSE RD	LAUREL, MT 59044
ROB HARRIS TRUST	C12055	1001 GOLF COURSE RD	LAUREL, MT 59044
ROB HARRIS TRUST	C12056	GOLF COURSE RD	LAUREL, MT 59044
RUFF, TERRY L	D02565	1133 GOLF COURSE RD	LAUREL, MT 59044
SADDLEBACK RIDGE HOMEOWNERS A	C14069	SADDLEBACK DR	LAUREL, MT 59044
SHEFELBINE, LESLIE J & ANNITA R	C14061	2100 SADDLEBACK DR	LAUREL, MT 59044
SHORT, MICHAEL W & DONNA	B02401	1828 W 9TH ST	LAUREL, MT 59044
SWANSON, RICHARD LESLIE & LORI A	C14062	2110 SADDLEBACK DR	LAUREL, MT 59044
UNDERWOOD, KAREN J	C14074	1965 SADDLEBACK DR	LAUREL, MT 59044
WEIG, ZACHARY G & NATALIE R	C14082	2105 SADDLEBACK DR	LAUREL, MT 59044
ZANKIE, TEAL &	B02092	1834 HUDSON CIR	LAUREL, MT 59044

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

City of Laurel Annexation Policy (2008)

Service outside City Limits – Conditions: No water or sewer services shall be extended outside of the incorporated city limits without meeting the following conditions:

1. The Property and improvements are in the same condition as is required for properties and improvements within the city's corporate limits.
2. The city system is capable of serving the area
3. The extension is in the best interest of the city,
4. The cost of the extension shall be at the expense of the requesting party,
5. The city council has granted its approval.
6. The property is annexed

Consent to Annexation and/or Waiver of Protest

- A. Any property owner requesting or receiving city water or sewer service outside of the incorporated city limits shall, as a condition of initiating or continuing city services, consent to annexation of the property beneficially receiving services. The consent to annexation may be limited to the property that will benefit or is benefiting from the provision of city services
- B. Whenever annexation is sought pursuant to a petition submitted to the city or by a property owner requesting annexation, the property owner shall execute a written waiver of protest in a form approved by city staff for purposes of recording. The waiver of protest constitutes a covenant that will run with the land to be annexed and shall waive all right of protest and judicial review of the creation of any future special improvement district. (prior code 18.76.010(B))

Annexation Fee.

Property owner shall pay the city's applicable annexation fee prior to the city's consideration of the annexation request.

Annexation Criteria and Requirements.

- A. The City Council shall consider the following criteria when it receives a written petition for annexation:
 - a. The property must be located within an area identified by city staff as a location for future city annexation or annexation of the property will promote orderly

- growth of the city to protect the health, safety, and welfare in areas intensely utilized for residential, commercial, institutional, and governmental purposes.
- b. The city must be able to provide adequate city services within a time period mutually agreed to by the property owner requesting annexation and the city;
 - c. Existing or proposed public improvements within the area to be annexed must meet all city standards. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city with 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 or 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.
 - d. All property owners within the area to be annexed must sign a waiver of right to protest the creation of Special Improvement Districts for engineering and construction of improvements including but not limited to, streets, sidewalks, curb and gutter, and the creation of a Park Maintenance District, in a form acceptable and approved by the city.
 - e. All residential property owners must execute a Waiver of Right-to-Protest the creation of Special Improvement districts for engineering and construction of improvements including but not limited to, streets, sidewalks, curb and gutter, and the creation of a Park Maintenance District, in a form acceptable and approved by the city.
 - f. Residential densities within the area to be annexed must be rezoned at a minimum density of R-7500 or greater, and
 - g. The proposed land use within the area to be annexed must conform to the goals of the Laurel-Yellowstone City-County Planning Board Growth Policy.
- B. The City Council may decide to either condition the approval of the annexation in order to meet the criteria listed in Section A herein or require an annexation agreement. The Conditions of approval must be clearly stated in the resolution of annexation or if required, the annexation agreement. IF the property to be annexed is not developed, the condition of approval or annexation agreement shall include a requirement for:
- a. A development agreement prior to the issuance of a building permit
 - b. A subdivision improvements agreement at the time of the final subdivision plat approval, if applicable, and
 - c. A executed Waiver of Right-to-Protest creation Special Improvement districts for engineering and construction of improvements including but not limited to, streets, sidewalks, curb and gutter, and the creation of a Park Maintenance District, in a form acceptable and approved by the city.

If the property is developed and contains public improvements that are not constructed to city standards, the city shall require an annexation agreement. The annexation agreement shall specify that the public improvements must be upgraded and or installed to city standards, as well as a time period and mechanism to finance the construction and installation of those

improvements. All construction or installation of improvements must be completed within two years of annexation.

In any case all public improvements, whether existing or proposed, shall meet city standards.

File Attachments for Item:

4. Building Permit Review: City Brew/Chen's Express

PLAN NOTES

- 1 NEW CURB & GUTTER
- 2 NEW ASPHALT PAVING ON SITE
- 3 NEW THICKENED EDGE CONCRETE SIDEWALK
- 4 NEW DRIVABLE CONCRETE - SEE DETAILS
- 5 NEW ACCESSIBILITY RAMP
- 6 NEW 4" PAINTED YELLOW STRIPE AT 3' O.C.
- 7 NEW PAINTED INTERNATIONAL DISABLED SYMBOL
- 8 NEW 4" PAINTED YELLOW PARKING STRIPE
- 9 NEW GROUND LOOPS - SEE ELECTRICAL PLANS
- 10 NEW ADA SIGNAGE - SEE DETAILS (SIGN 1)
- 11 NEW DRIVE THROUGH MENU BOARD SIGNAGE - SEE SHEET E0.2
- 12 NEW GARBAGE CANS
- 13 NEW ASPHALT PAVING ON S. MONTANA AVE. RIGHT OF WAY
- 14 NEW SIGN 2 PER DETAIL
- 15 NEW SIGN 3 PER DETAIL
- 16 NEW SIGN 4 PER DETAIL

SITE DATA

LEGAL DESCRIPTION: LOT 1, HAGEMAN SUBDIVISION 4TH FILING
ZONING: HIGHWAY COMMERCIAL - COMMUNITY ENTRYWAY
LOT AREA: 0.834 ACRES

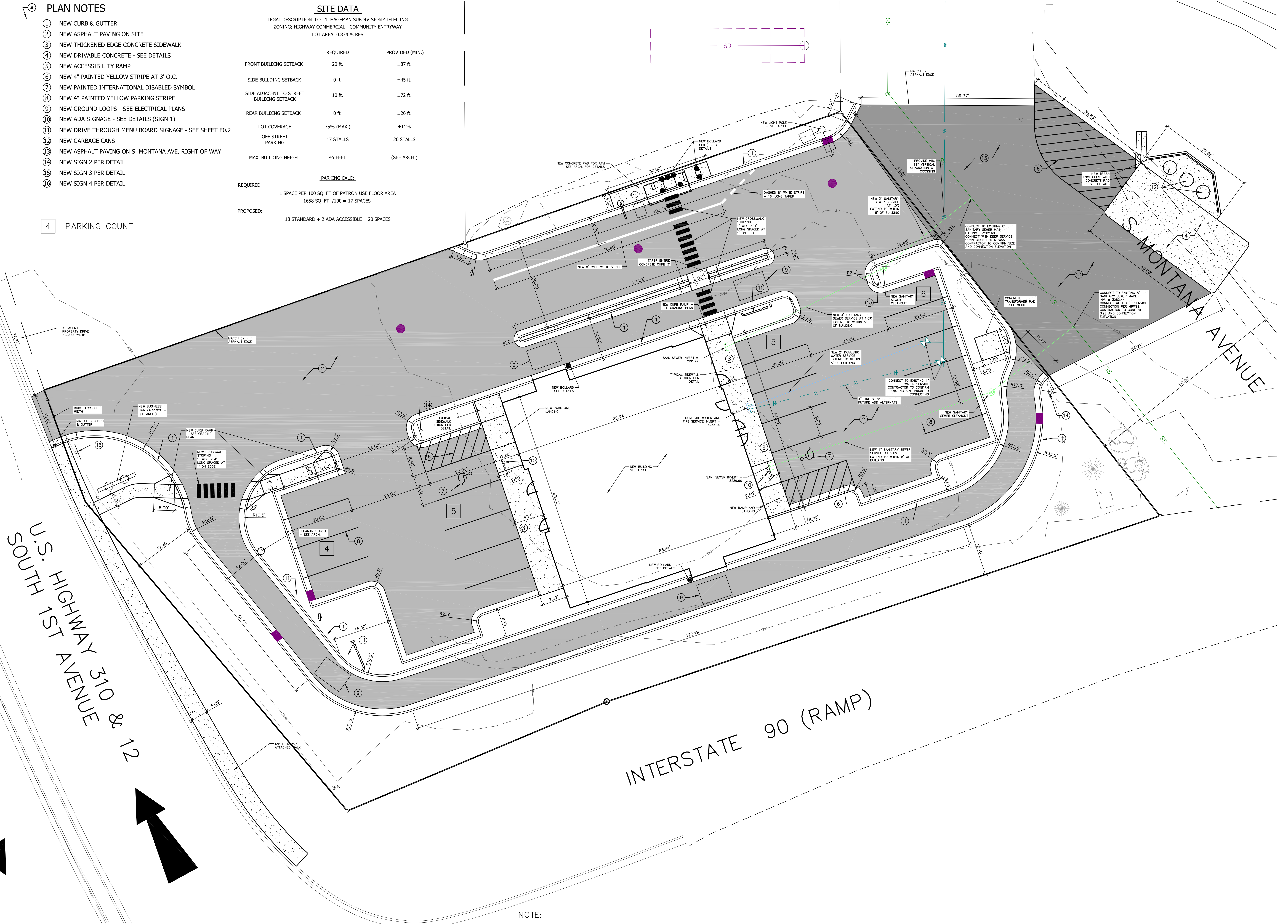
	REQUIRED	PROVIDED (MIN.)
FRONT BUILDING SETBACK	20 ft.	±87 ft.
SIDE BUILDING SETBACK	0 ft.	±45 ft.
SIDE ADJACENT TO STREET BUILDING SETBACK	10 ft.	±72 ft.
REAR BUILDING SETBACK	0 ft.	±26 ft.
LOT COVERAGE	75% (MAX.)	±11%
OFF STREET PARKING	17 STALLS	20 STALLS
MAX. BUILDING HEIGHT	45 FEET	(SEE ARCH.)

PARKING CALC:

REQUIRED:
1 SPACE PER 100 SQ. FT. OF PATRON USE FLOOR AREA
1658 SQ. FT. / 100 = 17 SPACES

PROPOSED:
18 STANDARD + 2 ADA ACCESSIBLE = 20 SPACES

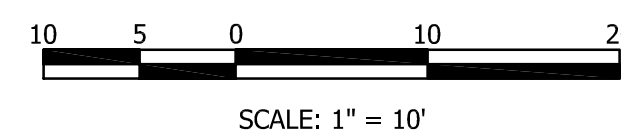
4 PARKING COUNT



NOTE:

COORDINATE SIGNAGE LOCATIONS, GROUND LOOPS, AND OTHER SITE INFORMATION WITH SHEET A1.1

REFERENCE ELECTRICAL DRAWINGS FOR SITE LIGHTING DETAILS AND LOCATIONS



NOTE:

-EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM, SEWER, TELEPHONE & TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.
-ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 6TH EDITION, APRIL, 2010.
-UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE WHERE IS PROJECT IS LOCATED AND BY A PARTY CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.