



**AGENDA
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, AUGUST 18, 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

General Items

2. Approve Meeting Minutes: May 19, 2021
3. Approve Meeting Minutes: June 16, 2021
4. Public Hearing: Bitterroot Grove Townhomes Planned Unit Development
5. Public Hearing: Chevrolet Sign Variance
6. Public Hearing: Preliminary Plat for Cherry Hills Subdivision, 3rd Filing

New Business

7. Special Review: Nemont Telephone Utility in Residential District
8. Sign Review: Yellowstone Bank Sign Upgrade
9. Sign Review: Soda Station

Old Business

Other Items

10. Upcoming Projects

Announcements

11. Adjourn
12. Next Meeting: September 22, 2021

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

DATES TO REMEMBER

File Attachments for Item:

2. Approve Meeting Minutes: May 19, 2021



**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, MAY 19, 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
Evan Bruce
Dan Koch
Judy Goldsby
Nick Altonaga (City of Laurel)

General Items

2. Approve Meeting Minutes: April 21, 2021

Evan noted that he is not noted on the roll call.

Dan Motioned to approve the Minutes from April 21, 2021 with the addition of Evan to the roll call.
Ron Seconded.
Motion Carried.

3. Public Hearing: Bitterroot Grove Townhome Planned Unit Development

Planning Directory Nick Altonaga presented his staff report that included a summary of the project, his recommended conditions of approval, and other details.

The Chair called for Proponents.

Forrest Mandeville, Planner for the Applicant. Columbus, MT. He is in support the conditions stated by the City Planner, would be willing to work with the city departments moving forward.

The Chair Called for proponents.
The Chair Called for proponents.

The Chair Called for Opponents.
The Chair Called for Opponents.
The Chair Called for Opponents.

The Chair opened discussion to the Planning Board members.

Ron: A couple questions including:

- The North side of the road has curb and gutter, will E 8th Street have curb and gutter?

This will be a great improvement, but the high-density development will add a lot of traffic to already bad-quality roads. Fir and Juniper (especially Fir) are some of the worst roads in town.

The City will have to improve the adjacent intersections. The project will have 1.5-2 cars per unit. E 8th street is not built out properly to handle this. Will not approve the project if curb, gutter, and sidewalk are not included.

How will the private water line function?

Darrell Dyer, the applicant: The Water line will be one line in one line out.

Ron: Where is the parkland? I bring this up a lot, where will the parkland be? Is there a walking path coming in?

Darrell: Yes it is a walking path around the back side of the townhomes.

Ron: How will firetrucks maneuver?

Forrest Mandeville: We are proposing improvements along Fir, Juniper, and E 8th that will help sight line issues in the immediate vicinity.

The Sidewalk requirements come from the Annexation Policy and what is required.

We meet the limit for open space under the PUD code, minimum 20%. We have about 34%.

Ron: What about up on E. 8th street? Do we need an easement to expand the right of way?

Nick: Forcing an easement or dedication of right of way on the parcel could be considered a hardship when not done for the rest of the roadway. We are also a product of the historic surveys that platted the roadways.

Ron: We want to make sure that this is done the first time, We always say “we’ll get it right next time”

Nick: I will be bringing up E. 7th Street up during the upcoming CIP process. E 7th Street would be a major help with the traffic and congestion issues. Also the Hazel abandonment was done in order to not give up any useable right-of-way for this development. It was a compromise between abandoning E 7th and Hazel. Hazel also does not extend north above E 8th Street.

Dan: We have areas where standards are not met, One side of a road having curb and sidewalk, and others not.

I also have concerns about the lines for fire and water needs

Forrest: Everything has to meet DEQ and City standards for water.

Ron: Would the city have issues servicing the area with Sewer and water? I know we had issues with the other subdivision to the east.

Nick: No concerns were raised during the design conference. But I will check on the numbers and go through the notes.

Ron: Last page of the report discusses retention pods for stormwater. I didn't see those on the map.

Forrest: Those will be drainage swales that will fill if necessary, not boulder pits.

Ron: with the adjacent development, those are boulder pits that are not aesthetically pleasing. I want to ensure it will not be an eyesore.

Jon: What type of path are the trails?

Forrest: They will be wide enough for city maintenance vehicles but are not meant for private residential vehicle use. Should have a gravel or other semi-porous surface.

Ron: I would like to see the documents cleaned up and fixed before coming back for approval.

Evan: Concerns about the voting rules in the Bylaws and the verbiage in the document.

Judy: If anyone has any more comments, please get them to Nick prior to the next meeting.

Members discussed how to enforce nuisance codes and similar city regulations.

The Chair closed the Public Hearing.

Ron Motioned to table the decision on the applications for, Annexation, Variance, and PUD until the meeting on June 16th.

Jon Seconded.

Motion Carried.

New Business

Old Business

Other Items

4. Project Updates

Members discussed other projects going on in and around Laurel.

Announcements

5. Adjourn

The Chair Adjourned the Meeting at 6:25pm.

6. Next Meeting: June 16, 2021

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[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:

3. Approve Meeting Minutes: June 16, 2021



**MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, JUNE 16, 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

No Quorum. No Meeting.

General Items

2. Approve Meeting Minutes: May 19, 2021
3. Public Hearing: Bitterroot Grove Townhome PUD

New Business

Old Business

Other Items

4. Upcoming Projects

Announcements

5. Adjourn
6. Next Meeting: July 21, 2021

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:

4. Public Hearing: Bitterroot Grove Townhomes Planned Unit Development



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: June 24, 2021

DESCRIPTION OF REQUEST

A Planned Unit Development 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.

Owner: James Cotter, Elvira Cotter
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 has scheduled a subsequent public hearing on the proposed Planned Unit Development, Annexation, and Variance applications to approve, approve with conditions, or deny the requests on July 13, 2021.

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.

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 based 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 of the Planned Unit Development for the Bitterroot Grove Townhomes with the following conditions of approval:

1. The Property shall be cleared of personal property, debris, and refuse prior to annexation, variance, and PUD approval.
2. The Property shall be brought up to city standards prior to annexation, variance, and PUD approval.
3. Landscaping plan and maintenance schedule and/or information shall be sufficiently detailed for City Departments to enforce nuisance codes and other ordinances.
4. The proposed Water system shall be approved by the contracted city engineer, KLJ Inc.
5. The proposed Water system shall meet all Montana DEQ and City Standards.
6. The proposed Wastewater system shall be approved by the contracted city engineer, KLJ Inc.
7. Weed Management Plan shall be completed and approved by the Yellowstone County Weed District.
8. Annexation Agreement shall be updated with specific changes noted by the Planning Department.
9. Bylaws for the Bitterroot Grove Townhome Association shall be updated with the specific changes noted by the Planning Department.
10. The Owner/developer shall apply for all necessary and applicable city permits.
11. The Owner/developer and the City shall establish a satisfactory solution for the public alleyways within project boundary.

ATTACHMENTS

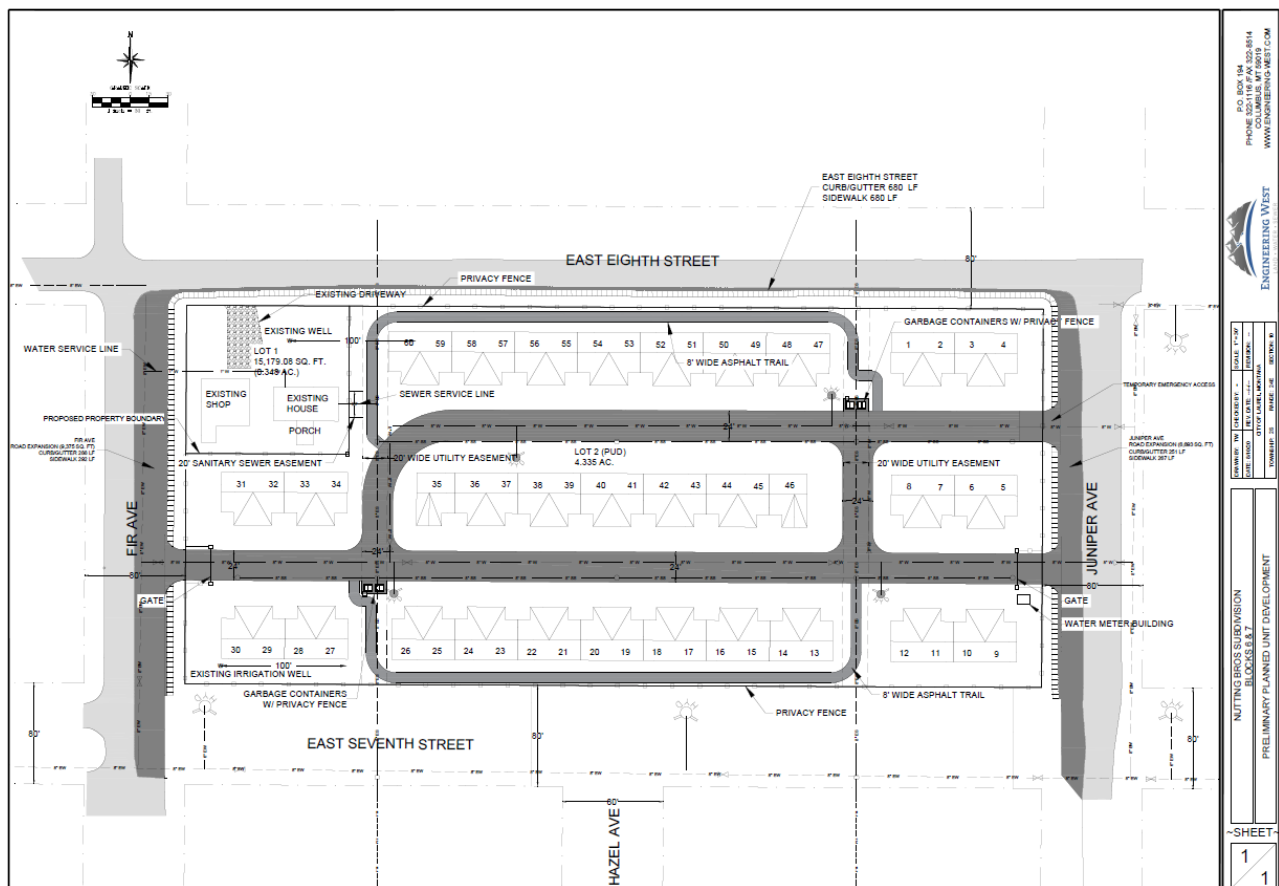
1. PUD Written Statement
2. Annexation Application
3. Annexation Agreement (updated)
4. Waiver of Right to Protest (updated)
5. Variance Application and Request Letter
6. PUD Layout/Design
7. PUD Landscaping Plan
8. Bylaws of Bitterroot Grove Townhomes Association (updated)
9. Images of proposed townhome 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)

PLANNED UNIT DEVELOPMENT WRITTEN STATEMENT

BITTERROOT GROVE TOWNHOMES DARRELL DYER

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



FEBRUARY 2021

SUMMARY

The Bitterroot Group, LLC (Darrel Dyer), intends to create a 60-unit townhome development 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

PLANNED UNIT DEVELOPMENT WRITTEN STATEMENT (LMC 17.32.040)

Copies of any special agreement, conveyances, restrictions or covenants, which will govern the use, maintenance and continued protection of the planned unit and any of its common parks or open spaces. Covenants and restrictions are proposed for the governance of the townhome PUD development, copies of which are provided as an attachment to this document.

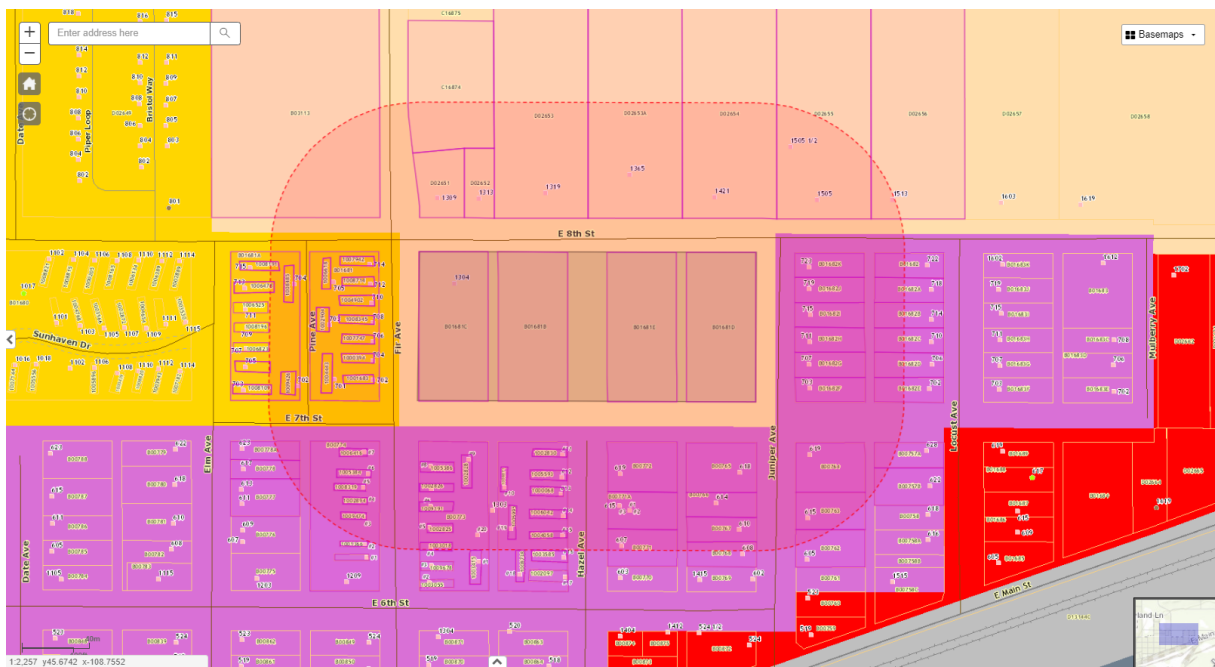
A statement of the present ownership and legal description of all the land included in the planned unit. The property is owned by Bitterroot Group, LLC. The applicant is Darrell Dyer. The property is legally described as Nutting Bros. Subdivision, Blocks 6 & 7, plus the Abandoned Portion of Hazel Ave. The Abandonment of Hazel Ave has been conditionally approved by Yellowstone County.

An explanation of the objectives to be achieved by the planned unit, including building descriptions, sketches, or elevations as may be required to describe the objectives. The Bitterroot Grove Townhomes PUD development will provide housing in a community setting, targeted at the age 55 and up community. It is the intent of the applicant that this development contributes to the vitality and growth of the City of Laurel in an orderly and desirable fashion. This will also provide beautification to a main east-west transportation corridor in northeast Laurel. A site plan is included with additional information, including the proposed layout of the development

A development schedule indicating the approximate date when construction of the planned unit or stages of the planned unit can be expected to begin and be completed. Construction is expected to commence shortly after approval, during the spring/summer of 2021. Development will proceed in an east-to-west fashion, with the farthest east portion being built first. A temporary access is proposed in the northeast portion of the property for emergency purposes. As development continues, access will be built through the west side of the property and the temporary access abandoned. See the site plan for additional information.

STANDARDS AND REQUIREMENTS (LMC 17.32.050)

In cases of conflict between standards of any other provisions of this title and standards of this chapter, the standards of this chapter shall apply. The provisions, standards, and requirements of LMC Section 17.32. have been complied with during the development of this application.



Existing Zoning in Area

Demonstrate that the PUD is consistent with the purposes and objectives of the city comprehensive plan and any other officially adopted plan. This townhome PUD development complies and is consistent with the provisions of the Laurel Growth Management Plan (adopted November 2020). Chapter 7: Future Land Use, page 30, states that zoning should allow “a more diverse array of housing types and density.” Chapter 7.5: Annexation, on page 32 goes a step further in stating:

There are many areas directly adjacent to the east of the City that would be prime candidates for annexation in addition to the previously mentioned westward expansion. The parcels between Alder Avenue and Yard Office Road, especially those along East 8th Street, should be considered and the lands adjacent to the Village Subdivision. These areas are already closely linked to the City with roads and services, and their inclusion would fill gaps in the Laurel City Map.

The area identified above corresponds with the area of this development. Annexation is proposed as part of this townhome PUD development.

Chapter 8: Housing, page 38, lists as a goal to “encourage a mixture of housing types to meet the demand of all market sectors” by maintaining “diverse array of housing and affordability levels” and promoting “higher density housing types in the downtown area and adjacent to major transportation corridors.” These goals will be furthered with the development of the Bitterroot Grove Townhomes development.

The PUD's relationship to its surroundings shall be considered in order to avoid adverse effects caused by traffic circulation building bulk, insufficient screening, noise, dust or other common nuisances. Surrounding property consists of multi-family and single-family residential development. The site is surrounded on three sides (south, east, and west) by Laurel City Limits. Zoning to the west is RMH; zoning to the south and east is RLMP. Land to the north is not within City limits and generally consists of large-lot residential development. Zoning to the north is R-200. Existing roads will be improved as necessary, including curb, gutter, and sidewalks around the development.

If a PUD is proposed to be constructed or developed in phases, it must be demonstrated that each phase is independent of the other phases and contains sufficient parking, open space and other facilities to provide for the needs of the projected population of that phase. The site will be developed from the east to the west. Parking, open space, solid waste disposal, etc. will be generally the same ratios across the development. A temporary access for emergency purposes will be developed on the northeast side of the development to allow for ingress and egress until the access on the west side of the site is developed, at which time the emergency access will be abandoned. There will always be two points of access for this development. See the site plan for more detail.

The minimum acreage for a PUD shall be five acres. The site of this development is 4.68 acres. A variance request has been submitted to allow for the slight deviation from the requirement.

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.)
Nutting Bros. Subdivision, Block 6, Lots 1-12, and Block 7, Lots 1-12, and
Legal description: 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:

Fir Ave (west side of site); Juniper Ave (east side);
Location of existing main: 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 _____.

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 portion 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. Local EMS, fire, and law enforcement shall have the necessary codes for access.
2. Sanitary Sewer. Developer Tracts shall be served by City of Laurel sewer lines located within the undeveloped alleys in Blocks 6 and 7 of Nutting Bros. Subdivision and shall 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 right-of-way of the undeveloped E. 7th St., and shall comply with DEQ and City standards and requirements.
4. Storm Drain. Developer Tract shall be served by onsite retention ponds of sufficient volume, pursuant to DEQ and City standards and requirements.
5. Right-of-Way. DEVELOPER shall improve the east side of Fir Ave and the west side of Juniper Ave adjacent to the site to the roadway centerlines. Improvements shall include curb, gutter, and sidewalk. DEVELOPER shall also improve the south side of East 8th Street with curb, gutter, and sidewalk adjacent to the site. All improvements shall meet City of Laurel and ADA requirements.
6. Zoning. Developer Tracts are part of a Planned Unit Development reviewed and approved pursuant to the Zoning Ordinance of the Laurel Municipal Code.
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 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.
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. Property Maintenance/Conditions. DEVELOPER shall remove any debris, trash, personal property, or other items deemed to be refuse. If not complete within 90 days of filing of this Agreement, the City shall be entitled to enforce all City ordinances and codes for the removal of the aforementioned items. The City shall be able to assess the Developer Tracts in order to enforce all applicable City codes and ordinances.
10. 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.
11. 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.
12. 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

DA-5

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 PORTION 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 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 in _____, Montana
My commission expires: _____

WAIVER-2



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.

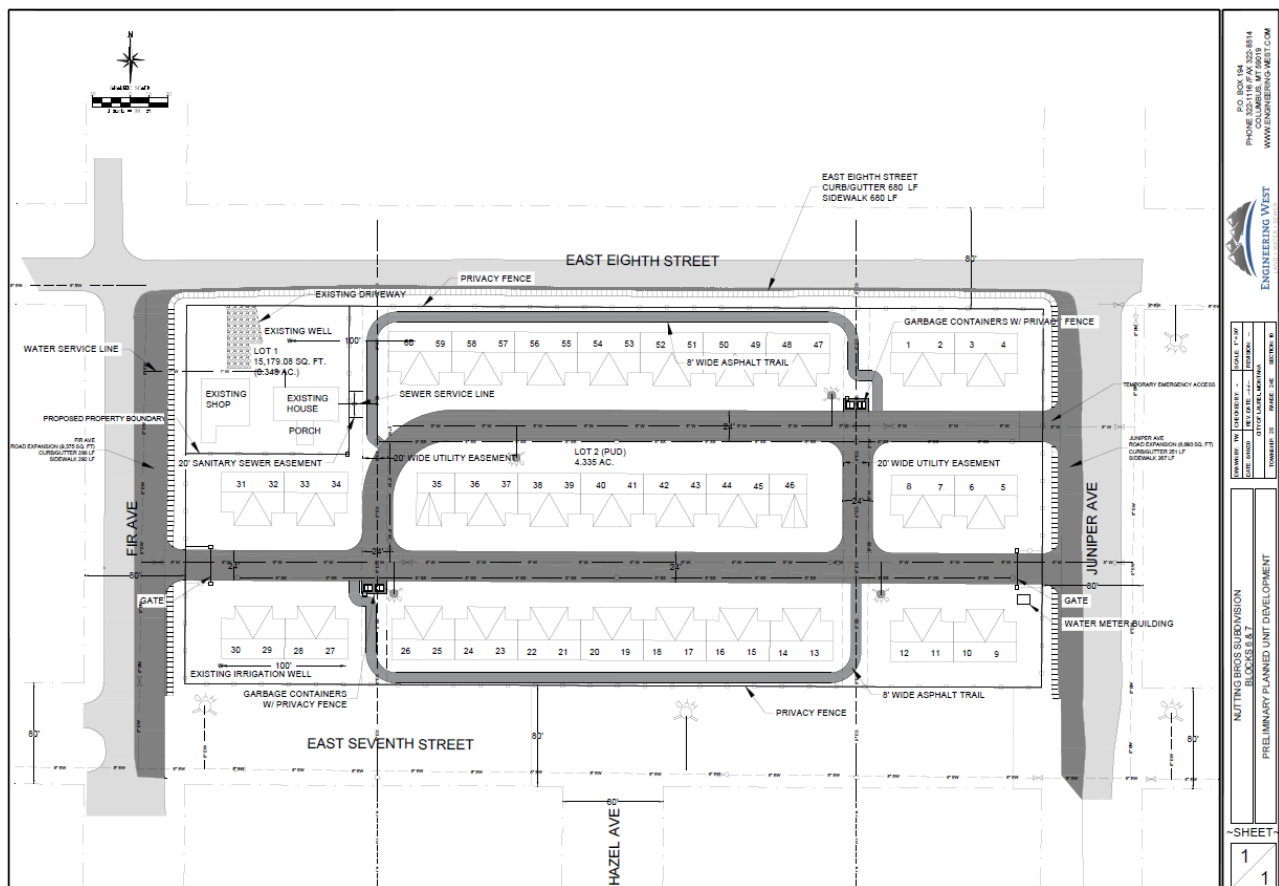
Signature of Applicant: _____

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.

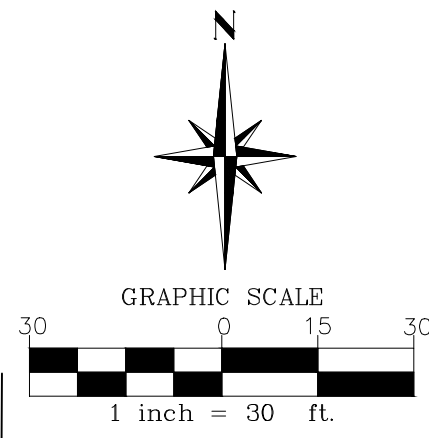
The granting of this variance is special and peculiar to this property and this application. The landowner owns nearly enough property to meet the required size, and additional land acquisition would be undesirable due to the presence of City-owned utilities and streets.

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.

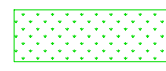


LANDSCAPED LEGEND

CHERRY TREE



LANDSCAPED GRASS



EAST EIGHTH STREET

FIR AVE

JUNIPER AVE

EAST SEVENTH STREET

HAZEL AVE

EXISTING WELL
LOT 1
15,179.08 SQ. FT.
(0.348 AC.)

EXISTING SHOP

EXISTING HOUSE
PORCH

LOT 2 (PUD)
4.335 AC.

20' WIDE UTILITY EASEMENT

20' WIDE UTILITY EASEMENT

60 59 58 57 56 55 54 53 52 51 50 49 48 47

1 2 3 4

31 32 33 34

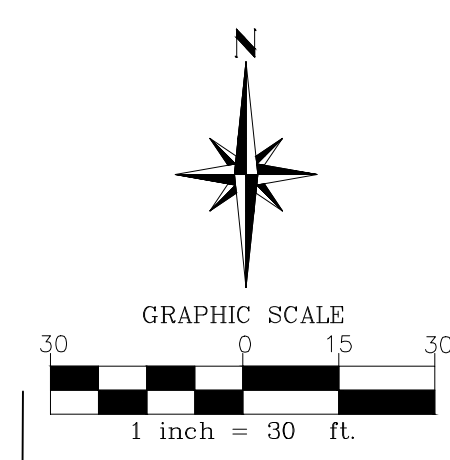
35 36 37 38 39 40 41 42 43 44 45 46

8 7 6 5

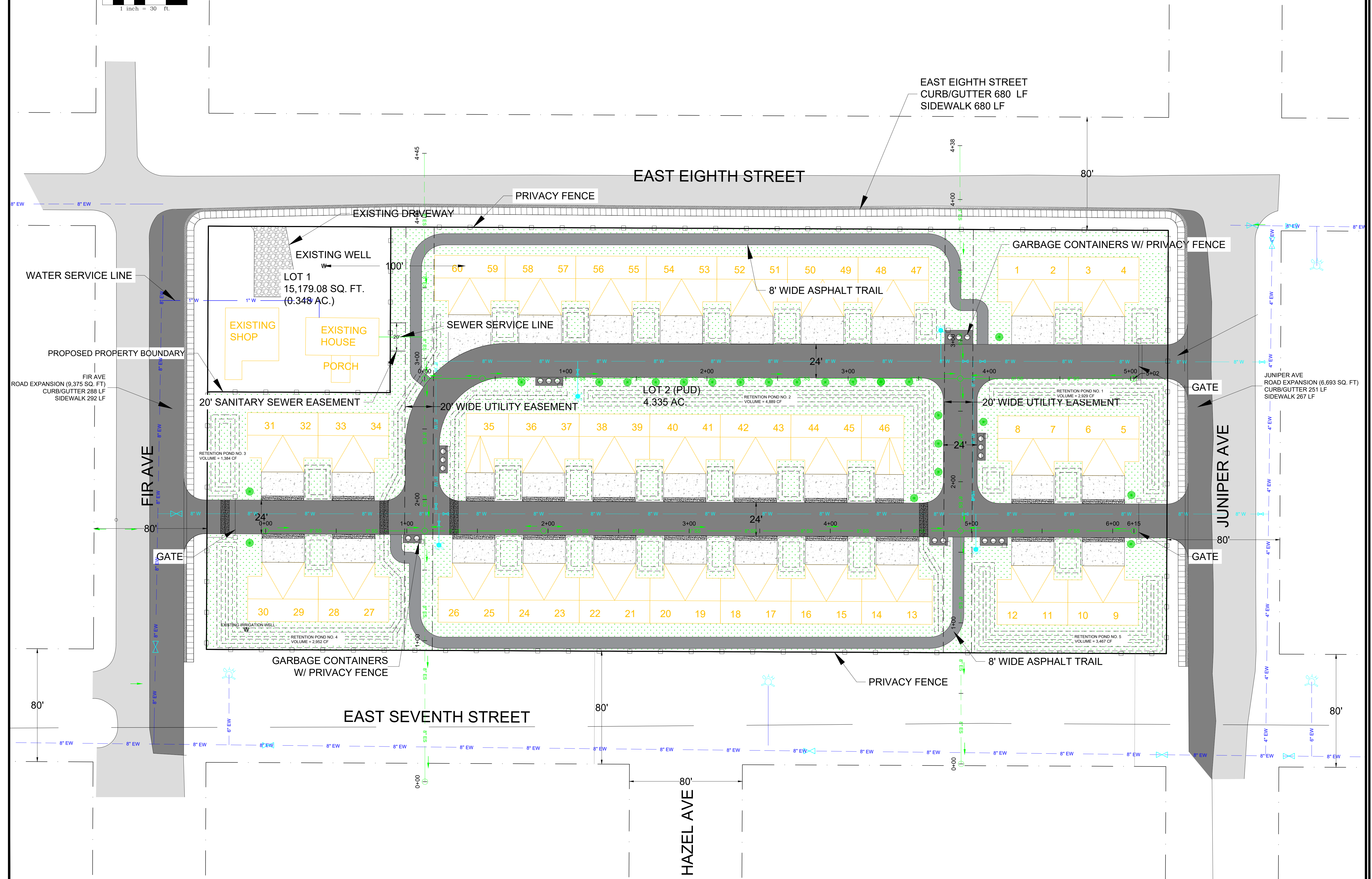
30 29 28 27

26 25 24 23 22 21 20 19 18 17 16 15 14 13

12 11 10 9



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



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



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

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.















YELLOWSTONE COUNTY WEED DISTRICT WEED MANAGEMENT PLAN

Date:

Contact person & Phone number: Darrell Dyer, Bitterroot Group, LLC, (701) 651-5572

Name of project: Bitterroot Grove Townhome PUD

Land Description (Legal & Descriptive): Nutting Bros. Subdivision, Blocks 6 and 7, including
abandoned portion of Hazel Ave

Number of acres involved: 4.68

Noxious Weed Species found on site if any:

_____	_____
_____	_____
_____	_____

Type of control to be used:

- _____ Cultivation- (must include an attached Revegetation plan)
- ☒ Herbicide- (must include what kind, application rate and time & method)
- _____ Grazing- (must complete enclosed grazing plan)
- ☒ Hand pulling/Mowing- (please include method of disposal)

Specific control measures: Weeds will be pulled/mowed/sprayed where necessary,
and when identified with typical residential commercially
available herbicide.

Weed control to be completed by: ☒ Self _____ Commercial Firm
If a commercial firm is to be used, please give name and address when hired.

Dates weed control will be implemented: May through September

Is there live or open water on the property? If so please outline on your map.

This plan if implemented by said contractor, will be in effect for two years from the date of project completion. The responsibility for weed control will revert back to the landowner after this period.

Dated this _____ day of _____, _____.

I acknowledge and agree to the foregoing provisions.

Signature _____

Name and Address _____
Please print _____

Weed Management Approval: (Yes) (No) Date _____

Weed District Representative _____

County Weed District Recommendations: _____

Attach additional information if needed

YELLOWSTONE COUNTY WEED DISTRICT REVEGETATION PLAN

Should you decide to use cultivation as a control method on a rangeland, non crop site, or other disturbed sites (reference section 7-22-2152, Montana Code Annotated) please complete the following plan. If you have a revegetation plan already in place, please attach a copy to your Yellowstone County Weed Management Plan.

(a) Please describe the site to be revegetated.

(b) Outline what method(s) will be used to accomplish revegetation of the disturbed areas (seeding, planting, sod, etc.)

(c) If applicable list the type and amount of seed/sod to be used for revegetation.

Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres

(d) If applicable list the type and amount of fertilizer to be used:

Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres
Type	_____	Rate	_____	On	_____	Acres

(e) Timing of revegetation practices:

Approximate cultivation date(s) _____

Approximate seeding / sod date(s) _____

Approximate fertilizer date(s) _____

Attach additional information if needed

YELLOWSTONE COUNTY WEED DISTRICT NOXIOUS WEED GRAZING MANAGEMENT PLAN

IS THERE A CURRENT GRAZING SYSTEM USED?
PLEASE EXPLAIN

NOXIOUS WEED TO BE GRAZED?

TYPE OF ANIMAL TO BE USED?

A.U.M.'S PER ACRE?

TURN IN DATE _____ TURN OUT DATE _____

SEASON OF GRAZING?

STAGE OF PLANT GROWTH?

WERE ANIMALS HELD IN AN AREA TO LET INFESTED FORAGE PASS BEFORE ANIMALS WERE
MOVED INTO UNINFESTED AREA?

WILL THIS METHOD BE USED ALONG WITH HERBICIDE CONTROL?

WHAT KIND OF MONITORING OR FOLLOW UP WILL BE DONE TO INSURE THAT GRAZING IS
WORKING AS A WEED CONTROL MEASURE AND THE LAND IS NOT BEING OVER-GRAZED?

DATE INSPECTED BY WEED DEPT. _____

NOTES _____

Attach additional information if needed

Laurel City Planner

From: Ryan Welsh <ryan.welsh@kljeng.com>
Sent: Tuesday, June 8, 2021 4:06 PM
To: Laurel City Planner
Cc: Kurt Markegard; Forrest Sanderson
Subject: RE: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

Nick,

Below are my comments after reviewing the Engineering report.

1. Exhibit on page 5 doesn't call out the specific streets or identify where each of the hydrant locations are.
2. Page 6 Section 1.1.4.a references section 8.2.1. There is no Section 8 in the report.
3. Page 9 Section 2.22 Depth. Sewers are to be extremely shallow. Have pipe supplier provide documentation that pipes can handle the shallow traffic loads without deflecting. This shallow burial may require the deflection testing called out by DEQ.
4. Page 18 Section 2.64. Flow Channel. Manholes in Laurel are required to have a 0.2-ft drop across each manhole.
5. Public utilities in Private roads can be an issue for maintenance. City should require that this be a private system if its going to be in a private street area.
6. Street Section is 3" of AC over 9" of Base. Laurel Street section calls out a minimum of 3" of AC over 10" of base. (Not an issue as long as its private, but could be an issue in the future if they transfer ownership to the City)
7. Water System layout: The Laurel Water System standards (currently in revision) will call for all water lines to be 5' South and/or West of the street centerline.
8. Sewer System layout: The Laurel Wastewater System standards (currently in revision) will call for all wastewater line to be 5' North and/or East of the street centerline.
9. With groundwater expected to be between 3' and 5 below existing ground surface, this should be studied through the irrigation season to verify that detention pond volumes will be useable.

That is the extend of my comments. Please let me know if there are any questions.

Thank you,

Ryan Welsh, PE (MT & WY)



406 245 5499 Office
406 247 2923 Direct
406 876 3277 Cell
2611 Gabel Road
PO Boxc 80303
Billings, MT 59108
kljeng.com

From: Laurel City Planner <naltonaga@laurel.mt.gov>
Sent: Thursday, May 27, 2021 8:14 AM
To: Ryan Welsh <ryan.welsh@kljeng.com>
Cc: Kurt Markegard <kmarkegard@laurel.mt.gov>
Subject: RE: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

Hi Ryan,

I think that timeline is fine. I appreciate the help!

Regards,
Nick Altonaga, CFM
City Planner

406.628.4796, Ext. 5302 (office)
406.628.2241 (fax)
naltonaga@laurel.mt.gov

City of Laurel
PO Box 10
115 West First St.
Laurel, MT 59044-0010



From: Ryan Welsh <ryan.welsh@kljeng.com>
Sent: Wednesday, May 26, 2021 3:43 PM
To: Laurel City Planner <naltonaga@laurel.mt.gov>
Cc: Kurt Markegard <kmarkegard@laurel.mt.gov>
Subject: RE: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

Nick,

I will get this take care of and back to you by June 11th. Let me know if you need more time than that before the meeting.

Thank you,

Ryan Welsh, PE (MT & WY)



406 245 5499 Office
406 247 2923 Direct
406 876 3277 Cell
2611 Gabel Road
PO Box 80303
Billings, MT 59108
kljeng.com

From: Laurel City Planner <naltonaga@laurel.mt.gov>
Sent: Wednesday, May 26, 2021 3:30 PM
To: Ryan Welsh <ryan.welsh@kljeng.com>

Cc: Kurt Markegard <kmarkegard@laurel.mt.gov>

Subject: Bitterroot Grove Townhomes - Preliminary Engineering W-S-S

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ryan,

Attached is the Preliminary Engineering report for Water, Sewer, Stormwater, and Roadways for the Bitterroot Townhomes Planned Unit Development (located off of E 8th Street). This will be at Planning Board on June 16th and City Council afterwards. If possible, please review the report and let me know if there are any concerns about their estimates. I know you're busy so just let me know if it will be a while before you can take a look at it. Thanks for your assistance.

Regards,
Nick Altonaga, CFM
City Planner

406.628.4796, Ext. 5302 (office)

406.628.2241 (fax)

naltonaga@laurel.mt.gov

City of Laurel
PO Box 10
115 West First St.
Laurel, MT 59044-0010



File Attachments for Item:

5. Public Hearing: Chevrolet Sign Variance



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 13, 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 has scheduled a public hearing on the Variance application on August 18, 2021.
- 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 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."
 - 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 deny the variance request. The Planning Director has prepared drafted conditions of denial which are presented below.

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 60 seconds.
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)

Ken Fichtner

General Manager

July 21, 2021

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 a variance request 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.

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. We now have 2 signs on the property as I did when I owned the dealership.

I am requesting that a variance be granted to allow us to have 2 signs on the property as I had when I sold the dealership. It is our intent to allow civic groups, schools, and other community groups to use the sign on the south east corner for announcing special events along with our business name and business announcements.

Thanks for your consideration!

Sincerely,
Ken Fichtner

202 SE 4th Street
Laurel MT 59044

406-628-4618
kfichtner@laurelchevy.com
www.laurelchevy.com



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.



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



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.

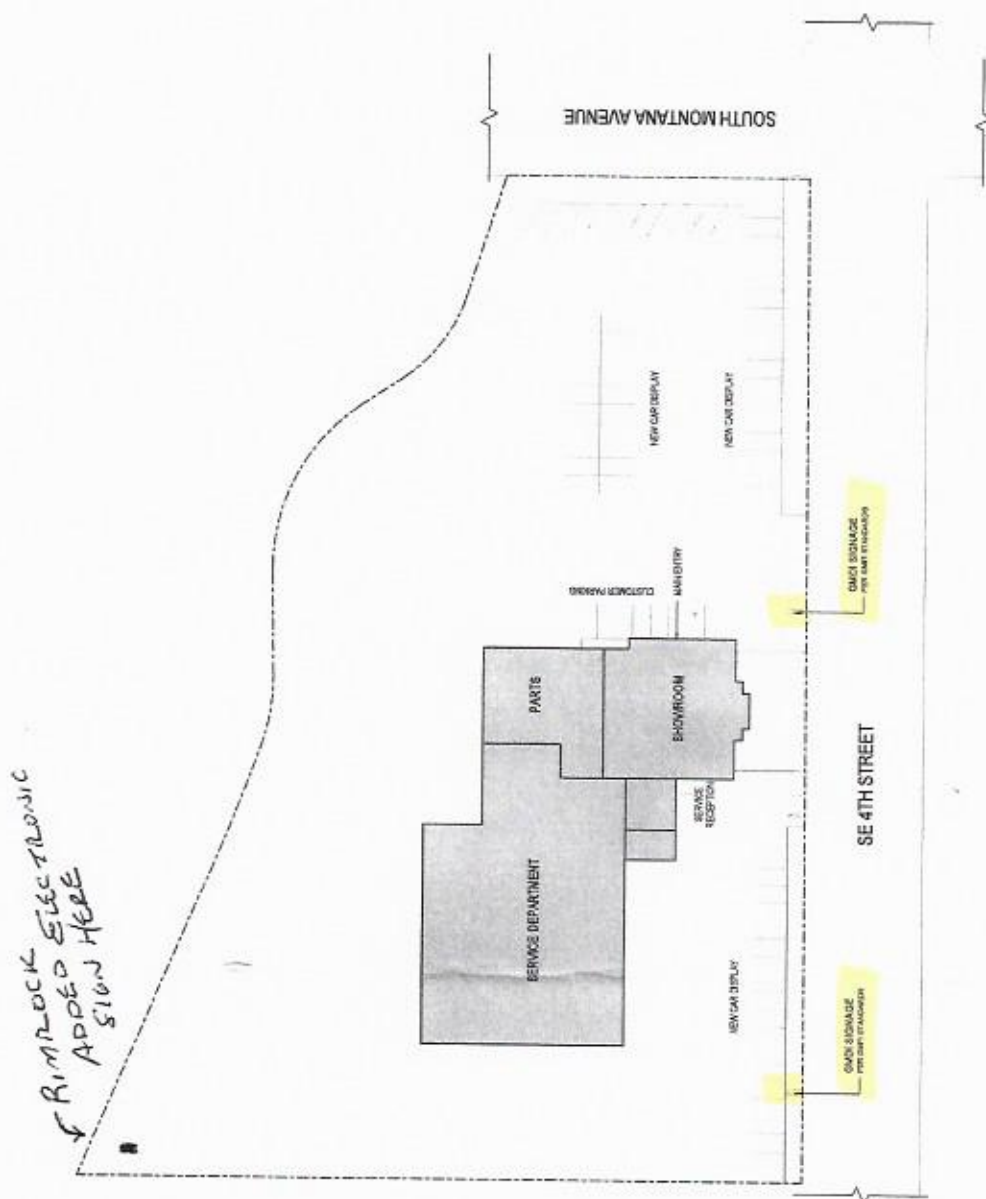
1. Name of property owner: DON JONES
2. Name of Applicant if different from above: KEN FICHTNER
3. Phone number of Applicant: 406-628-4618
4. Street address and general location: 202 SE 4TH ST, LAUREL, MT 59044
5. Legal description of the property: BLOCK 11A LOT 1A1 HAGEMAN SUBD 3RD
FILING S16, T02, R24 E, BLOCK 11A, LOT 1A1,
AMO (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: [Signature] EXEC MGR

Date of Submittal: 8-16-21

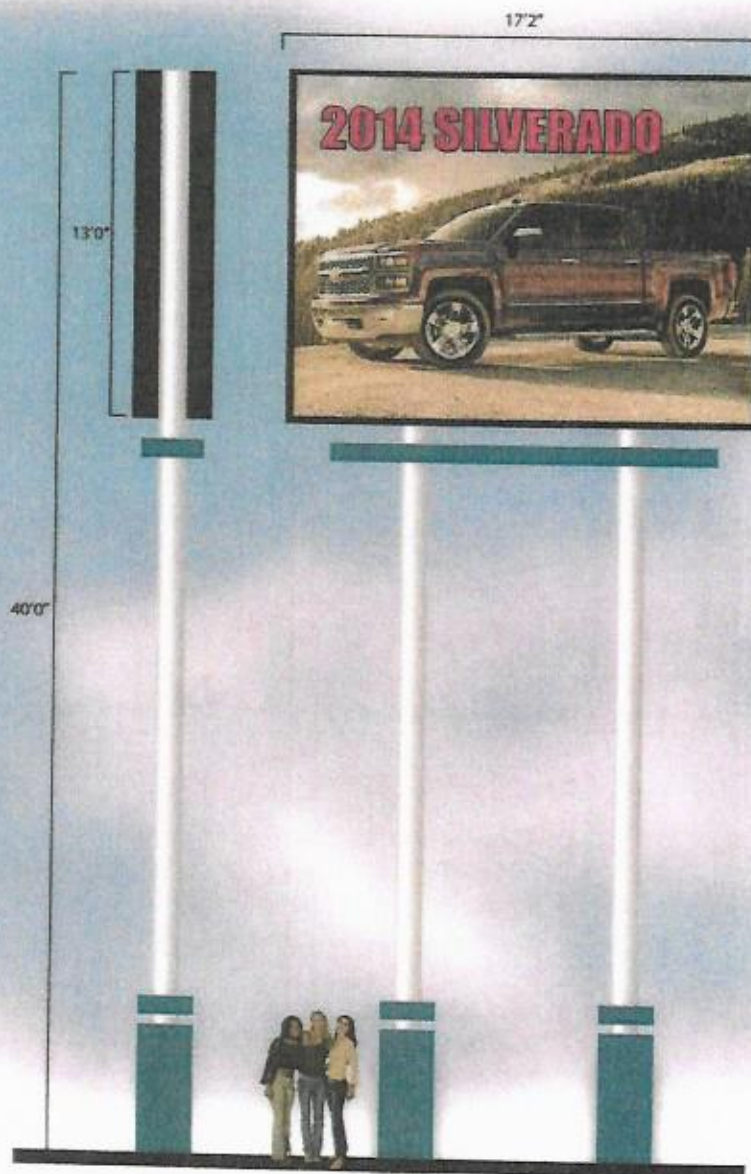
SITE PLAN







EPCOR
Sign Group



192X256 20 MM RGB MESSAGE CENTER. PAINTED STEEL PIPE WITH FABRICATED GALVANEAL FILLER AND BASES, PRIME AND PAINT SMOOTH.

FRESH COLORS
 1 WHITE
 2 BLUE
 2 BLACK

SPECIFICATIONS
 BASE
 120 POUNDS
 8'X10'



DOUBLE FACE HI-RISE ELECTRONIC DISPLAY

MESSAGE: 192X256	HEIGHT: 13'0"	WIDTH: 17'2"	WEIGHT: 120 POUNDS
DISPLAY: 20 MM	BASE: 8'X10'	BASES: 120 POUNDS	BASES: 8'X10'

LAUREL I LLC B00468 415 S 1ST AVE LAUREL MT 59044	LAUREL I LLC B00468 415 S 1ST AVE LAUREL MT 59044	LAUREL I LLC B00468 415 S 1ST AVE LAUREL MT 59044
SUPERPUMPER INC B00467A 411 S 1ST AVE LAUREL MT 59044	SUPERPUMPER INC B00467A 411 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	SPARTAN LAUREL 2 REAL ESTATE LLC B00464 202 SE 4TH ST 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	LMT INVESTMENTS LLC B00464B 400 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	CITY OF LAUREL B00464C 115 W 1ST 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	MARVIN DEVELOPMENT OF MONTANA LLC B00451A 119 SE 4TH 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	TOWN & COUNTRY SUPPLY ASSOCIATION B00452 315 S 1ST AVE 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	WENDAUREL LLC B00451 309 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	FOX LUMBER SALES INC D02724 203 E RAILROAD ST 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	S&G COMMERCIAL HOLDINGS LLC B03044 203 SE 4TH 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

LAUREL HOTELS LLC
B03045
205 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

MCDONALD'S REAL ESTATE COMPANY
B03050
301 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

UNITED BANK NA
B03051
401 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

PST LLC
B03050A
307 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

INNOVATIVE PROPERTIES LLC
B03221
401 S 1ST AVE
LAUREL MT 59044

INNOVATIVE PROPERTIES LLC
B03221
401 S 1ST AVE
LAUREL MT 59044



Chapter 17.26 - COMMUNITY ENTRYWAY ZONING DISTRICT

Sections:

17.26.010 - Intent.

The purpose of the Laurel Entryway Zoning District is to regulate outdoor advertising, outdoor advertising signs, and outdoor signs of all types, to provide fair and comprehensive regulations that will foster a good visual environment for Laurel, enhancing the area in which we live, and creating an aesthetic and enjoyable appearance for our visitors and our residents.

The natural landscape in the Yellowstone Valley is a major influence on the form and character of Laurel. Residents appreciate being able to see the Beartooth Range, the river's corridor of trees, and the large expanse of sky. The intent of the Community Entryway Zoning District (EZD) is to promote attractive, high quality development and to provide an appealing image of the city of Laurel to the traveling public and the people of the community and region. Further, it is the intent of this district to maintain a sensitivity toward existing development while preserving scenic vistas and the pastoral ambience and protecting environmentally sensitive areas. Creativity in meeting these requirements is encouraged with the overall intent of all development representing the image and economy of the Laurel area—and not just a reflection of the same commercial buildings, signage, and parking lots that are seen alongside the interstate across the nation.

Projects in the vicinity of large natural areas/corridors shall be designed to compliment the visual context of the natural area. Techniques include architectural design, site design, use of native landscaping, and choices of colors and building materials shall be utilized in such manner that scenic views across or through the site are protected and man-made facilities are screened from off-site observers and blend with the natural visual character of the area.

This overlay district provides requirements that are in addition to the existing, underlying zoning districts in the jurisdictional area of the city of Laurel and are in addition to the signage standards of the city of Laurel Municipal Sign Code. Except for signage applications, residential uses in the Entryway Zoning District are exempt from the provisions herein.

The intent of this section is to:

- A. Promote a physical landscape that will assist in making Laurel an attractive place to live and work and be inviting to new industries;
- B. Encourage creativity in design and quality in site planning and development;
- C. Reduce the level of adverse impacts from the transportation system on adjoining lands;
- D. Promote development patterns in harmony with the goals and objectives of Laurel's Growth Management Plan;
- H. Promote compatible land use transitions with a sensitivity toward existing residential uses.

Non-commercial/industrial uses falling within the EZD are exempt from the requirements of the EZD except as such requirements pertain to signage.

(Ord. 02-31, 2002)

17.26.030 - Location of district.

The Community Entryway Zoning District (EZD) shall extend three hundred feet on either side of Interstate 90 right-of way as it extends through the Laurel Zoning Jurisdiction Area, an area that extends outside the city municipal limits one mile. Specifically, along the interstate the EZD shall extend as described from the east limit of the extra-territorial zoning boundary west to the limit of the west extra-territorial boundary. The district shall also include that area three hundred feet on either side of the north extra-territorial boundary on Buffalo Trail Road south through Laurel on First Avenue to where First Avenue turns into US Highway 212-310

(Ord. 02-31, 2002)

(Ord. No. O15-03, 5-5-2015)

17.26.040 - Application and approval process.

- A. All plans and applications for development shall be submitted to the city-county planning board. All applications involving signs shall be submitted to the public works department which shall provide a copy thereof to the planning board. All applications must be submitted and signed by the property owner, lessee, the contract purchaser, or the authorized agent of the property owner. Approval is required prior to any construction activity.
- B. Each application shall include, but not be limited to, the following information:
 - 1. The name and address of the property owner;
 - 2. The name and address of the applicant;
 - 3. The legal description of the parcel;
 - 4. A map drawn to scale showing the dimensions, acreage, location of the parcel, north arrow, streets and adjacent land uses;
 - 5. A complete site plan drawn to a scale of no less than 1" = 40' showing the dimensions and locations of all structures, streets, paving, parking, landscaping, signage, waterways or other significant features of the development;
 - 6. Complete elevation drawings drawn to scale including the dimensions and height of the structure;
 - 7. Signage Plan specifications, location, and ground lighting pattern (applications for signs only—see Section 17.26.050); and
 - 8. Application review fee.
- C. Within fifteen working days following the submittal of a complete application, the planning director, other city designee, or the public works department (in the case of signs) shall issue approval for development or sign or a denial of the application, unless the applicant consents in writing to an extension of the review period. Should the application be denied, the applicant shall be notified in writing specifying the reasons for the denial.

(Ord. 02-31, 2002)

17.26.050 - Definitions.

All terms shall have the same meanings as defined elsewhere in the city zoning ordinance or city signage regulations. The standard dictionary meaning shall be applied to terms not otherwise defined.

(Ord. 02-31, 2002)

17.26.052 - Development standards.

A. Signage.

1. Review Consideration. Signage in the EZD needs to recognize the relationship between adjacent land uses and the natural features of the location such as existing views and proximity to residences. Although signs perform a function in providing information concerning services, products, and business, a profusion of signs produces a cumulative effect that cancels out individual effectiveness and detracts from the appearance of the community as a whole. All signage shall be reviewed with the following considerations and criteria:
 - a. Use of subdued, low-key colors;
 - b. Location, size, and height that do not obstruct views of the community, the river corridor, traditional open spaces, or the mountains;
 - c. Sign is built of permanent, durable materials;
 - d. Size and location avoids or minimizes the sense of clutter with nearby signs;
 - e. The sign is professionally prepared and finished on both sides;
 - f. The location and placement of the sign will not endanger motorists or pedestrians and does not interfere with the clear vision triangle at street, railroad, or street driveway intersections;
 - g. The sign will not cover or blanket any prominent view of a structure or façade of historical or architectural significance;
 - h. The sign will not obstruct views of users of adjacent buildings to side yards, yards or to nearby open space;
 - i. The sign will not negatively impact the visual quality of a public open space such as a recreation facilities, square, plaza, court yard and the like;
 - j. The sign cannot be seen from the Yellowstone River or any city, county or state park or—if it can be seen—it must be located one thousand feet from the boundaries of such spaces.
2. Only one sign is allowed per parcel of record and there shall be at least one thousand feet between signs.
3. A construction permit is required whenever the sign copy is changed and any alterations to the sign are made.
4. Signs shall be limited to one hundred sixty square feet in copy area.
5. Non-conforming signs are required to be brought into compliance with this section within six years from the date of adoption of this ordinance or upon the earliest occurrence of the following events.
 - a. The sign is relocated or replaced;

- b. The structure or size of the sign is altered in any way;
 - c. The sign suffers more than fifty percent appraised damage or deterioration or the sign is taken out of service for any reason, such as being knocked down by weather or other means;
 - d. If any non-conforming sign is abandoned or voluntarily discontinued for a period of one hundred eighty days, any subsequent use must be in conformity with this ordinance. An abandoned sign is a sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found. An abandoned sign is to be removed by the owner within fifteen days of notice from the public works department.
- 6. No portable signs as described in the city signage ordinance are allowed in the EZD.
- 7. Transit Bus Benches. Transit bus benches, with or without advertising, may be placed within the city right-of-way upon application and approval of the ADA coordinator, the transit administrator and in consultation with the public work director. All benches must comply with any applicable city, state, and or/federal standards or regulations. The city may approve a bench provider, with or without advertising, pursuant to its procurement policy, as amended.
- 8. Lighting. All sign lighting must incorporate cut-off shields to direct light downward. Luminaries shall not be visible from adjacent streets or properties. A sign's lighting will not cause hazardous or unsafe driving conditions for motorists and will not glare, reflect, or spill onto adjacent business or residential areas.
- B. Building Design Standards.
 - 1. All buildings shall be completed on all sides with one of the following finishing material: brick, fluted block, colored textured block, glass, stucco, architectural concealed fastener metal panels, exterior insulation and finishing systems (i.e., Dryvit, etc.), stone or wood. Exposed seam metal buildings shall be prohibited unless covered with an acceptable finishing material.
 - 2. Roofs shall be finished with a material that is architecturally compatible in color and design with the construction of the building. Metal roofs, fascia, and mansards shall be limited to the following: standing seam, metal shakes or shingles and architectural metal treatments. All mechanical equipment placed on top of any roof shall be screened by a parapet or other similar architectural apparatus being at least the height of the mechanical equipment. Pitched roofs are encouraged whenever possible.
 - 3. Long, flat facades that front on the interstate highway, First Avenue North or First Avenue South having more than one hundred lineal feet are prohibited. Buildings over one hundred feet in length shall incorporate one of the following: recesses, off-sets, angular forms, landscaping features or other architectural features such as bell towers, clock towers, to provide a visually interesting shape. The break in the facade shall be minimum of eight feet in length. A single uninterrupted length of a facade shall not exceed one hundred lineal feet. It is encouraged that each offset area contains landscaping or other similar amenities which will complement the offset area.
- C. Additional Provisions for Commercial Uses.
 - 1. Storage of Merchandise. Any permitted storage of merchandise outside an approved building shall be within an area enclosed with a sight obscuring fence at least six feet in height that is architecturally compatible in color and design with the building. However, promotional

displays, vehicle sales lots and plant materials may be displayed outside of an approved building or enclosed area so long as they are placed appurtenant to a building wherein the business displays the bulk of its goods for sale. In addition, retail nurseries shall be exempt from the enclosure of plant materials, and displayed merchandise shall not include any used equipment. Bufferyards or required landscaping shall not be used for the displaying of merchandise.

2. Site Lighting. All outdoor lighting shall be designed, located and mounted at heights no greater than eighteen feet above grade for non-cutoff lights and thirty-five feet above grade for cutoff lights. All outdoor lighting shall be designed and located such that the maximum illumination measured in foot-candles at the property line shall not exceed three-tenths foot-candle for non-cutoff lights and three foot-candles for cutoff lights.
3. Storage of Junk. No person shall store junk, partially or completely dismantled vehicles, or salvaged materials in any commercial zone outside a building. In the case of automobile repair shops, such materials must be enclosed within a building or an area having a sight-obscuring fence at least six feet in height.
4. Solid Waste Area. All solid waste storage facilities shall be located within an area enclosed with a sight-obscuring fence or wall that is architecturally compatible in color and design with the building.

D. Cell Towers.

No wireless communication facilities are allowed in the entryway zone.

(Ord. 02-31, 2002)

(Ord. No. 011-07, 6-7-2011; Ord. No. 016-02, 2-2-2016)

17.26.054 - Landscaping standards.

Landscaping in the form of trees, shrubs, and groundcover serve several purposes: The softening of harsh building forms and paved areas, the absorption of ground water, the reflection of seasonal color change, the provision of sound barriers (such as around utility substations or industrial yards), and urban wildlife habitat.

A. Landscaping Definitions.

Canopy Tree. A species of tree which normally bears crown foliage no lower than six feet above ground level upon maturity. Minimum size of canopy trees shall be two and one half inches in caliper.

Evergreen Tree or Shrub. A tree or shrub of a species which normally retains leaves / needles throughout the year. Minimum size of evergreen trees shall be five feet in height.

B. Landscaping.

1. Bufferyard Requirements. All commercial/Industrial land uses are required to place a bufferyard (landscaping strip) adjacent to and along the length of I-90, First Avenue North, or First Avenue South on which the use fronts. Such landscaping buffer shall extend from the edge of the public right-of-way. Placement and landscaping design shall be at the discretion of the developer, and the required trees and shrubs may be clustered to enhance the view of the

property from the public right-of-way as long as such uses conform with Section 17.26.052(C) of this code. A local design professional or local nursery must be consulted for assistance with the development of the landscape design. The use of native, drought-tolerant plant material is strongly encouraged. Evergreen trees are encouraged for bufferyards, and canopy trees are encouraged for parking areas. The planting of trees should be done in such a manner as to provide maximum solar efficiency throughout the site.

- a. The developer shall have the option of one of the following three bufferyards. Bufferyard depth is measured from the property line adjacent to the public right-of-way inward. Any buffer area which overlaps another buffer area shall be subtracted from the total to avoid double counting. The number of trees and shrubs required is per one hundred feet of frontage:

- (1) Twenty-five foot wide bufferyard: five Canopy or evergreen trees, ten Shrubs
- (2) Twenty foot wide bufferyard: ten Canopy or evergreen trees, fifteen Shrubs
- (3) Fifteen foot wide bufferyard: fifteen Canopy or evergreen trees, twenty Shrubs

- b. The following criteria shall also apply to the bufferyards.

- i. The landscape strip may be contoured. Berming shall be one foot of rise to four feet of run with a minimum of three feet in height. Depressions shall be no lower than the existing grade of the site.
- ii. All landscaped areas shall contain ground cover such as sod, shrubs, flowerbeds, or organic materials. No more than ten percent of the landscaped area shall contain rock, bark chips, stepping stones, or similar material.
- iii. All landscaped areas shall be sub-irrigated, maintained, and kept free of weeds, debris, and litter. Failure to do so constitutes a zoning violation. Existing mature trees and shrubs should be preserved and will be credited toward landscaping requirements.
- iv. Depth of bufferyard shall depend on density of vegetation.
- v. All new utility lines shall be placed underground.
- vi. New tree plantings shall not be constructed so as to grow into existing overhead utility lines.

C. Off-Street Parking Lot Landscaping.

Landscaping shall be provided within all parking areas as follows:

Parking lots containing more than ten spaces shall contain internal areas of landscaping totaling at least ten percent of the parking area. Each planting area shall contain at least three hundred square feet and at least one major tree and groundcover with irrigation. There must be a clearly designated pedestrian route from the parking lot to the street or main entrance.

- 1. A minimum of twenty square feet of landscaped area shall be provided for each parking space on parking lots containing more than ten spaces.
- 2. Two canopy and/or evergreen trees and five shrubs shall be required for every ten parking spaces or component thereof over ten parking spaces.

3. All landscaped areas shall contain ground cover such as sod, shrubs, flowerbeds or organic materials. No more than twenty-five percent of the landscaped area shall contain rock, bark chips, stepping stones or similar material.
4. The minimum width and/or length of any parking lot landscaped area shall be five feet.
5. Internal parking lot landscaping provided shall be proportionately dispersed, at the developer's discretion, in order to define aisles and limit unbroken rows of parking. The maximum horizontal or vertical unbroken length shall be limited to one hundred feet. Landscaped areas provided shall be in a scale proportionate to parking lot.
6. Any development that has parking abutting a required bufferyard, may extend the width of parking landscaping plant material. The minimum bufferyard width and that bufferyard a minimum of five feet and include the additional required landscaping material is required in addition to the parking landscaping.
7. Protection of Landscaped Areas. Landscaped areas within parking lots or the along perimeter of the property must be protected from vehicular traffic through the use of continuous concrete curbs, extruded asphalt or other approved permanent barriers.
8. All new utility lines shall be placed underground.

D. Commercial Uses Abutting Residential Uses.

All commercial uses abutting residential uses shall install a bufferyard. The bufferyard shall be ten feet wide and shall contain ten evergreen and/or canopy trees and ten shrubs per one hundred lineal feet. A solid fence or wall that is architecturally compatible in color and design with the building shall be required on the property line. The fence height shall be a minimum of six feet. Chain link or other wire fencing material is prohibited.

E. Fractions in the Calculation of Number of Trees and Shrubs.

In the calculation of trees and shrubs for bufferyards or parking landscaping, all fractions shall be rounded to the nearest, highest whole number.

(Ord. 02-31, 2002)

Chapter 17.42 - SIGN CODE

17.42.010 - Adoption.

The Uniform Sign Code, 1997 Edition, published by the International Conference of Building Officials, together with any appendix or subsequent amendments or additions thereto, adopted or as may be adopted in the future by the city of Laurel, is [by this Section] 17.42.010 adopted by and declared to be the sign code of the City.

One full printed copy of the code shall be available in the offices of the city. The aforesaid, Uniform Sign Code is adopted by reference and made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length. It shall be known and designated as the "Uniform Sign Code" of the city.

(Ord. 99-10 (part), 1999; Ord. 96-11, 1996: Ord. 859, 1986: prior code § 15.52.010)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.020 - Updated references.

The sign code described in Section 17.42.010 may be amended by resolution or administrative order of the mayor.

(Ord. 99-10 (part), 1999; Ord. 860, 1986; prior code § 15.52.020)

17.42.030 - Intent.

This code shall not regulate official traffic or government signs; the copy and message of signs; signs not intended to be viewed from a public right-of-way; window displays; product dispensers and point of purchase displays; scoreboards on athletic fields; flags of any nation, government or fraternal organization; gravestones; barber poles; religious symbols; or any display or construction not defined in this chapter as a sign.

(Ord.02-32 (part), 2003)

17.42.040 - Definitions.

"Animated sign." A sign depicting action, motion, light, or color change, or that change the sign displayed through electrical or mechanical means. Animated also includes signs that use blinking, flashing or scrolling or other special effects to depict motion.

"Area of sign" means the entire area of a sign including the area within a perimeter, which forms the outside shape including the frame, forming an integral part of the display, but excluding the necessary supports or uprights on which the sign may be placed. The frame of a sign may be excluded from the area where such frame conveys no message and is constructed or affixed for aesthetic reasons beyond the necessary supports.

For computing the areas of any wall or canopy sign, which consists of letters mounted or painted on a wall or canopy, the area shall be deemed to be the area of the smallest rectangular figure which can encompass all of the letters. (See below section calculation of sign area.)

"Bandit sign" means an illegal commercial sign posted on a utility pole, street sign, or other street furniture; or any other sign placed within a public right of way or public property or on private property. A bandit sign generally has less than six square feet or less of advertising area and are made of vinyl,

paper, cloth or fabric, polyboard, corrugated plastic, poster board, plastic core, cardboard, wood, or plywood, including signs with wood or wire framing, posts or stakes.

"Banner sign" means any sign (other than an official flag) made of cloth, paper or fabric of any kind, which is used to attract attention, whether or not imprinted with words or characters.

"Beacon" means any light with one or more beams directed into the atmosphere or directed at one or more points not on the same lot as the light source; also, any light with one or more beams that rotate or move.

"Billboard, on-premises" is a sign intended to capture the attention of motorists along interstate highways and other roads located in the entryway zoning district, that also promotes an activity, product, commodity, service, entertainment or communication which is sold or offered at the premises on which the sign is located.

"Billboard, off-premises" is a sign intended to capture the attention of motorists along interstate highways and other roads located in the entryway zoning district, that also promotes an activity, product, commodity, service, entertainment or communication which is not sold or offered at the premises on which the sign is located.

"Building marker" means any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

"Canopy sign" means any sign that is a part of or attached to any awning, canopy or other fabric, plastic or structural protective cover over a door, entrance, window or outdoor service area, and which does not extend horizontally beyond the limits of the canopy.

"Changeable copy sign" means a sign whose alphabetic and numeric content can be changed or altered by manual or electric, electromechanical or electronic means. Changeable copy signs are limited to time and temperature displays. For changeable copy signs displaying informational and other pictographic content see "pictographic changeable copy sign."

- a. Fixed Message Electronic Signs. Signs whose basic informational content has been preprogrammed to include only certain types of information projections, such as time and temperature.
- b. Computer Controlled Variable Message Electronic Signs. Signs whose alphabetic or numeric content can be changed or altered by means of computer-driven electronic impulses.

"Copy" means the content of a sign surface in either permanent or removable letter, alphabetic or numeric form.

"Directional/informational sign" means an on-premises sign giving directions, instructions or facility information and which may contain the name or logo of an establishment but no advertising copy, e.g., parking or exit and entrance signs. The sign may contain a logo provided that the logo may not comprise more than twenty percent of the total sign.

"Director" means the director of planning of the city of Laurel or his or her designee.

"Flag" means any fabric, banner or bunting containing distinctive colors, patterns or symbols, used as a symbol of a government, political subdivision or other entity.

"Freestanding sign" means any sign supported by uprights or braces permanently placed upon the ground, and not attached to any building.

"Government sign" means any temporary or permanent sign erected and maintained by the city, county, state or federal government for traffic direction or for designation of or direction to any school, hospital, historical site or public service, property or facility.

"Height of sign" means the vertical distance measured from the highest point of the sign to the crown of the adjacent street, not including the interstate highway.

"Lot" means any piece or parcel of land or a portion of a subdivision, the boundaries of which have been established by some legal instrument of record that is recognized and intended as a unit for the purpose of transfer or ownership.

"Maintenance" means for the purposes of this code, the cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the structure of the sign.

"Monument sign" means a sign mounted directly to the ground with maximum height not to exceed ten feet.

"Nonconforming sign" means a sign, which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.

"On-premises sign" means a sign that advertises solely for the property on which it is located.

"Pictographic changeable copy sign" means a sign whose still framed pictographic or symbolic content can be changed or altered by manual or electric, electromechanical or electronic means. Still frame pictures may change but not sooner than every sixty seconds. No pictographic changeable copy sign can depict movement or motion, flashing, blinking or other special effects including scrolling text.

"Portable sign" means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A or T frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

"Principal building" means a structure accommodating the principal use to which the property is devoted. Lots with multiple principal uses may have multiple principal buildings, but storage buildings, garages and other clearly accessory uses shall not be considered principal buildings.

"Projecting sign" means a sign, other than a wall sign, which is attached to and projects from a building no more than twelve inches. Supports shall be covered in a neat and orderly fashion. Guy wire support is prohibited.

"Roof sign, above-peak" means any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure, and extending vertically above the highest portion of the roof.

"Roof sign, integral" means any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches.

"Setback" means the distance from the property line to the nearest part of the applicable building, structure or sign, measured perpendicularly to the property line.

"Sign" means any identification, descriptions, illustration or device illuminated or nonilluminated which is visible from any public place or is located on private property and exposed to the public and which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise; or any emblem, painting, banner, pennant, placard or temporary sign designed to advertise, identify or convey information, with the exception of window displays and national flags. For the purpose of removal, signs shall also include all sign structures.

"Snipe sign" means a sign made of any material when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects and the advertising matter appearing thereon is not applicable to the present use of the premises upon which such sign is located.

"Street" means a public way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, land, place or however otherwise designated which has been dedicated to or acquired for public use, and which extends the full width between right-of-way lines.

"Street frontage" means the length of the property line of any one premises along each public right-of-way it borders excluding alleys, government easement accesses, and the interstate highway.

"Suspended sign" means a sign that is suspended from the underside of a horizontal plane surface and is supported by such surface.

"Temporary sign" means a nonpermanent sign erected and maintained for a specific limited period of time.

"Wall sign" means any sign attached parallel to, painted on the wall surface, or erected and confined within the limits of an outside wall of any building or structure, which is supported by such wall or building, and which displays only one sign surface. Wall signs shall not exceed twelve inches in depth measured from the face on the wall on which the sign is mounted.

"Wind-driven sign, allowable" means any sign consisting of one or two banners, flags, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

"Wind-driven sign, conditional" means any ribbons, spinners, streamers, pennants, balloons, inflatable or other wind driven signs subjected to pressure by wind, fan, or breeze.

"Window sign" means any sign, pictures, symbol or combination thereof, designed to communicate information about an activity, business, commodity, event, sale or service that is placed inside a window or upon the window panes or glass and is visible from the exterior of the window.

(Ord. 02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.050 - Signs prohibited.

All signs not expressly permitted under this section or exempt from regulation hereunder in accordance with the following section are prohibited. Such signs include, but are not limited to:

- A. Beacons;
- B. Strings of lights not permanently mounted to a rigid background, except those exempt under the following section;
- C. Animated signs;
- D. Above-peak roof signs;
- E. Abandoned signs;
- F. Pictographic changeable copy signs which depict motion of any kind, including flashing, blinking and scrolling text or other special effects;
- G. Snipe signs or bandit signs;
- H. Signs placed on vehicles or trailers, which are parked or located for the primary purpose of displaying, said signs (this does not apply to signs or lettering on buses, taxis, or vehicles operating during the normal course of business).

(Ord. 02-32 (part), 2003)

Table - Signs by Zoning District

Type of Sign	AG	RP	NC	CBD	CC	HC	LI	HI	P	EZD	Overlay District	All Residential Districts
Animated Sign (Including Flashing, Blinking, Scrolling)												
Bandit Sign												
Banner Sign		A	A	A	A	A	A	A	A	A	A	
Beacon												
Billboard - On Premise	SR					SR						
Billboard - Off Premise	SR					SR						
Building Marker	A	A	A	A	A	A	A	A	A	A	A	
Canopy Sign		A	A	A	A	A	A	A		A	A	
Fixed Message Electronic Variable Message Sign				SR	SR	SR	SR	SR		SR	SR	
Computer Controlled Variable Message Sign				SR	SR	SR	SR	SR		SR	SR	
Pictographic Changeable Copy Signs which depict only still frames and change not less than 60 seconds						SR	SR	SR				
Pictographic Changeable Copy Signs which depict motion, flashing and blinking of any kind												
Direction/Information Sign	A	A	A	A	A	A	A	A	A	A	A	
Flag	A	A	A	A	A	A	A	A	A	A	A	A
Freestanding Sign				A	A	A	A	A		A	A	
Government Sign	A	A	A	A	A	A	A	A	A	A	A	A
Monument Sign		A	A	A	A	A	A	A	A	A	A	*
On Premise Sign	A	A	A	A	A	A	A	A	A	A	A	
Off Premise Sign												

Portable Sign													
Projecting Sign		A	A	A	A	A	A	A	A	A	A	A	
Roof Sign, Integral	A	A	A	A	A	A	A	A		A	A		
Roof Sign - Above Peak													
Snipe Sign													
Temporary Sign	A	A	A	A	A	A	A	A	A	A	A	A	
Wall Sign	A			A		A	A	A		A	A		
Wind-driven Sign, allowable						A	A	A		A	A		
Wind-driven Sign, conditional						SR	SR	SR		SR	SR		
Window Sign				A	A	A	A	A		A	A		

*As allowable by subdivision regulations

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.060 - Portable and banner signs.

Permits required. It shall be unlawful for any owner or person entitled to possession of any property or business, or their authorized representatives, to erect, construct, move, or display a temporary sign or cause the same to be done, without first obtaining a temporary sign permit from the sign administrator. A temporary sign permit may be issued.

- A. To new businesses or to existing businesses which are relocating and shall be limited in use to one time for no longer than sixty days; or
- B. To existing businesses for the purpose of advertising and shall be limited to a maximum of thirty consecutive days per calendar year. Such thirty-day period may be split into no more than two separate periods of fifteen consecutive days each.

(Ord.02-32 (part), 2003) (Laurel Supp. No. 3, 12-04)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.070 - Signs not requiring permits.

The following types of signs are exempted from permit requirements but must be in conformance with all other requirements of this section:

- A. Construction signs of sixteen square feet or less;
- B. Special event or holiday lights or decorations;
- C. Nameplates of two square feet or less;
- D. Public signs or notices, or any sign relating to an emergency;
- E. Real estate signs; (see signs permitted, Section 17.42.130(B));
- F. Political signs; (see signs permitted, Section 17.42.130(D));
- G. Interior signs not visible from the exterior of the building;
- H. Directional signs not to exceed twelve square feet in area or six feet in height.

(Ord. 02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.080 - Overlay zoning districts.

The provisions of the Entryway Zoning district, SE 4th Overlay District, or Downtown Overlay District pertaining to signs shall apply to all signs in that district and are in addition to the provisions of this section.

(Ord. 02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.090 - Calculation of sign area.

The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such sign faces are part of the same sign structure, the sign area shall be computed by the measurement of one of the faces.

(Ord. 02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.100 - Maintenance.

All signs shall be properly maintained. Exposed surfaces shall be clean and painted if paint is required. Defective parts shall be re placed.

(Ord. 02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.110 - Lighting.

Unless otherwise prohibited by this code, all signs may be illuminated provided they do not cause or contribute to a public nuisance. Lighting restricted to the sign face.

(Ord.02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.120 - Changeable copy.

Unless otherwise specified by this section, any sign in this chapter allowed may use manual or fixed message electronic sign.

Computer controlled variable message electronic signs shall be permitted provided that the bottom of the reader board is ten feet above the crown of the adjacent road.

(Ord. 02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.130 - Signs permitted (exceptions to this section are noted in the overlay zoning district).

- A. One non-illuminated sign for each street frontage of a construction project, not to exceed forty-eight square feet in sign area. Such signs may be erected thirty days prior to beginning of construction and shall be removed thirty days following completion of construction.
- B. One non-illuminated real estate sign per lot or premises not to exceed sixteen square feet in sign area for residential properties and thirty-two square feet for commercial properties. Such signs must be removed fifteen days following sale, rental, or lease of the real estate involved.
- C. One non-illuminated attached building nameplate per occupancy, not to exceed two square feet in sign area.
- D. Non-illuminated political signs not to exceed sixteen square feet in sign area each. Such signs shall not be erected more than forty-five days prior to the election or referendum concerned and shall be removed ten days following such election or referendum. Political signs may be placed only on private property and only with the permission of the property owner.
- E. One subdivision sign per street frontage not to exceed forty-eight square feet in sign area in each location.
- F. One identification sign per entrance to an apartment or condominium complex, not to exceed thirty-six square feet in sign area.
- G. The total square footage of all signs located on the property, including, but not limited to freestanding, wall, projecting, integrated roof, canopy, and directional signs, shall not exceed two square feet in sign area for each lineal foot of property frontage. This frontage shall be calculated using local streets (not the interstate highway).
- H. 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 the interstate traveler.

- I. Freestanding signs which are not on-premise and which do not address interstate traffic as determined by the director may be installed to a maximum height of twenty-four feet and may have a maximum size of one hundred fifty square feet. Exceptions to this are noted in the entryway zoning district.
- J. The setback for the leading edge of freestanding signs shall be a minimum of ten feet.
- K. No sign may be placed or designed so as to simulate or interfere with traffic control devices or official highway directional/informational signs.
- L. Wall signs shall not exceed twenty percent of the square footage of the wall area upon which they are installed. Electric awning and canopy signs shall not exceed twenty percent of the square footage of the wall area upon which they are installed. The combination of wall signs, electric awning, canopy signs and projecting signs shall not exceed twenty percent of the allowed wall sign area.
- M. Integrated roof signs may be used instead of wall signs. The integrated roof sign size shall not exceed the allowable size for a wall sign. Integrated roof signs shall be constructed so as to conceal all structures and fastenings. The height of the sign shall not exceed the roof to which it is attached.
- N. Projecting signs may be used instead of any wall or freestanding signs provided they do not project beyond the property line and maintain a clearance of ten feet over the sidewalk and fourteen feet over any parking lot, driveway or crown of the street, whichever is higher. Where zoning allows for one hundred percent lot coverage or zero setbacks, projecting signs shall never extend beyond the sidewalk and must be ten feet over the sidewalk. Projecting sign size shall not exceed the allowable size for a wall sign.
- O. Window signs shall not cover more than thirty percent of the window area.
- P. On-site directional signs as required.

(Ord. 02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.140 - Shopping center signs (exceptions to this section may be noted in the Entryway Zoning, SE 4th Street or Downtown Overlay District).

- A. Shopping centers shall be allowed one freestanding sign directory sign per frontage. The sign shall not exceed one hundred fifty square feet plus five percent of the one hundred fifty square feet per tenant. Maximum sign size shall not exceed three hundred fifty square feet.
- B. Shopping centers signs shall not exceed the maximum allowable freestanding signage.
- C. Shopping center signs cannot be used if the common signage plan is used.

(Ord. 02-32 (part), 2003)

Table - Sign Requirements

Type of Sign	Requires Permit**	Illumination	Maximum Height	Maximum Sign Area	Setbacks	Maximum Number of Signs*	Maximum Permitted Sign Use

Banner Sign	Y						60 days/30 days see 17.42.060
Billboard - On Premises	Y						
Billboard - Off Premises	Y						
Building Marker	Y						
Building Nameplate				2 sq. ft			
Canopy Sign	Y			20% of wall area			
Changeable Copy Sign	Y						
Construction sign		N		48 sq. ft.			30 days before and after construction
Fixed Message Electronic Variable Message Sign	Y						
Computer Controlled Variable Message Sign	Y						

Pictographic Changeable Copy Sign	Y						
Directional/ Information al Sign	As required per Ordinance 02-32						
Flag							
Freestanding Sign	Y		40'/24' See LMC. 17.42.130. H, I.		10'		
Government Sign							
Monument Sign	Y						
On Premises Sign	Y						
Political Signs		N		16 sq. ft.	Prohibited in ROW		No more than 45 days prior to election and removed immediately following
Portable Sign	Y				In CBD may extend over sidewalk with 10' clearance. Prohibited		60 days/30 days see 17.42.060

					encroachment into right of way in all other zoning districts		
Real Estate Sign		N		32 sq.ft.	Prohibited in ROW	1 per lot	15 days after the sale, rental or lease
Projecting Sign	Y						
Roof Sign, Integral	Y		Cannot exceed roofline	20% of wall area			
Shopping Center Signs (cannot be used if common signage plan is used.)	Y			150 sq.ft. plus 5% per tenant. Maximum sign not to exceed 350 sq.ft.		1 Freestanding Pole per frontage	
Temporary Sign	Y						
Wall Sign	Y			20% of wall area			
Window Sign	Y			Up to 30% of window area			

*The total square footage of all signs located on the property shall not exceed 2 square feet in sign area for each lineal foot of local street frontage (Does not include interstates).

**See 17.42.040

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.150 - Common signage plan.

- A. If the owners of two or more contiguous or adjacent (disregarding intervening streets and alleys) lots or the owner of a single lot with more than one building (excluding accessory buildings) or multiple use buildings file with the director for such lot(s) a common signage plan conforming with the provisions of this section, a twenty-five percent increase in the maximum total sign area shall be allowed for each included lot. This bonus shall be allocated within each lot as the owner(s) elects.
- B. Provisions of Common Signage Plan. The common signage plan shall contain all of the following information:
 - 1. An accurate plot plan of the lot, at such scale as the director may reasonably require;
 - 2. Location of buildings, parking lots, driveways, clear vision triangles and landscaped areas on such lot;
 - 3. Computation of the maximum total sign area, the maximum area for individual signs, the height of signs and the number of freestanding signs allowed on the lot(s) included in the plan under this chapter;
 - 4. An accurate indication on the plot plans of the proposed location of each present and future sign of any type, whether requiring a permit or not;
 - 5. Window signs may simply indicate the areas of the windows to be covered by window signs and the general type of the window signs (e.g., paper affixed to window, painted, etched on glass, or some other material hung inside the window) and need not specify the exact dimension or nature of every window sign.

The common signage plan shall also specify standards of consistency among all signs on the lots affected by the plan with regard to:

- 1. Color scheme;
 - 2. Letter or graphic style;
 - 3. Lighting;
 - 4. Location of each sign on the building(s);
 - 5. Material; and
 - 6. Sign proportions.
- C. Limit on Number of Freestanding Signs Under Common Signage Plan. The common signage plan, for all lots with multiple uses or multiple users, shall limit the number of freestanding signs to a total of one for each street on which the lots included in the plan have frontage and shall provide for shared or

common usage of such signs. Where street frontage exceeds five hundred feet, one additional freestanding sign may be allowed per five hundred-foot increment.

- D. Other Provisions of the Common Signage Plan. The common signage plan may contain other restrictions as the owners of the lots may reasonably determine.
- E. Consent. Common signage plan shall be signed by all owners or their authorized agents in such form as the director shall require.
- F. Procedures. Common signage plan shall be included in any development plan, site plan, planned development or other official plan required by the city for the proposed development and shall be processed simultaneously with such other plan.
- G. Amendment. Common signage plan may be amended by filing a new common signage plan that conforms with all requirements of the code in effect.
- H. Existing Signs Not Conforming to Common Signage Plan. If any new or amended common signage plan is filed for a property on which existing signs are located, it shall include a schedule for bringing into conformance, all signs not conforming to the proposed amended plan or to the requirements of this section effective on the date of submission.
- I. Binding Effect. After approval of a common signage plan, no sign shall be erected, placed, painted or maintained, except in conformance with such plan, and such may be enforced in the same way as any provision of this chapter. In case of any conflict between the provisions of this section and common signage plan, the section shall control.
- J. Dissolution of Common Signage Plan. If the signatories of a common signage plan wish to dissolve the common signage plan, written notice must be submitted to the director. All signs on the property for which the common signage plan was dissolved must bring all signs into conformance with this section within thirty days of the date written notice was submitted to the director.

(Ord.02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.160 - Nonconforming signs.

- A. Existing signs which do not conform to the specific provisions of this section may be eligible for the designation "legal nonconforming" provided that:
 - 1. The director determines such signs are properly maintained and do not in any way endanger the public;
 - 2. The sign was installed in conformance with a valid permit or variance or complied with all applicable laws on the date of adoption of this section.
- B. A legal nonconforming sign may lose this designation if:
 - 1. The sign is relocated or replaced; or
 - 2. The structure or size of this sign is altered in any way except toward compliance with this section. This does not refer to change of copy or normal maintenance.
- C. The legal nonconforming sign is subject to all requirements of this section regarding, safety, maintenance, and repair. However, if the sign suffers more than fifty percent damage or deterioration, as based on appraisal, it must be brought into conformance with this section or removed.

(Ord.02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.170 - Construction specifications.

- A. Plans and specifications and the required review fee for all signs, including those in the entryway zoning district, must be submitted to the city of Laurel building department prior to the start of construction. The building department must grant a construction permit prior to any construction activity.
- B. All signs shall be installed in compliance with the International Building Code (IBC) and applicable electrical codes required, permitted and enforced by the State of Montana.
- C. All signs shall be inspected by the city of Laurel building department for compliance with all applicable codes. (including, but not limited to structure, wind load, and electrical hook-up).
- D. All electrical freestanding signs must have underground electrical service to such signs.
- E. Any change in sign construction or face, excluding changeable copy as defined in this chapter, shall require a new construction permit and fee.

(Ord. 02-32 (part), 2003)

(Ord. No. O15-02, 4-21-2015; Ord. No. O16-01, 2-2-2016)

17.42.180 - City fees and/or charges for signs.

The city council shall establish reasonable fees and/or charges for all signage within the jurisdiction of the city by annual resolution after a public hearing.

(Ord. 07-06 (part), 2007)

(Ord. No. O16-01, 2-2-2016)

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.

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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.

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.

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.

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.**

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, Council Secretary

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 19th day of May, 2015.

Mark A. Mace
Mark A. Mace, Mayor

Attest:

Shirley Ewan
Shirley Ewan, Clerk/Treasurer

NAM

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

File Attachments for Item:

6. Public Hearing: Preliminary Plat for Cherry Hills Subdivision, 3rd Filing

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

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.) CHERRY HILLS SUBDIVISION 3RD FILING, 9.37 ACRES OF:
Legal description: 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: Within property and located in existing 80' easement
Location of existing main: (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: Within property and located in existing 80' easement
Location of existing main: (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 _____.

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

DA-5

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
1/4) 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

WAIVER-1

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 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 in _____, Montana

My commission expires: _____

WAIVER-2

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
Preliminary Plat Application -Revision per Elements Review

Dear Mr. Altonaga:

Enclosed are revised and/or additional documentation requested per the Element Review letter from the City of Laurel dated June 1, 2021. These documents are provided as supplementary or substitutions for items originally submitted for the application for Preliminary Plat for the Cherry Hills Subdivision – 3rd Filing as indicated below.

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

Substitutions:

- Revised Cover Sheet
- Revised Table of Contents
 - Modifications to include Section 3.5 (Subdivision Improvements Agreement)
- Adjoining Property Owners List/Labels
 - Corrected list for owner #6 (missing city, state, and zip code)
 - Adjoining Property Owners List Labels
- Draft Protective Covenants
- Draft Subdivision Bylaws

Additions

- Draft Subdivision Improvements Agreement and dividing tab
 - These are included as Section 3.5 and should be inserted in the binder between existing Sections 3 and 4.

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



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 13, 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 – Public hearing scheduled at Planning Board to review the annexation application and preliminary plat application and provide recommendations to City Council.
- 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:

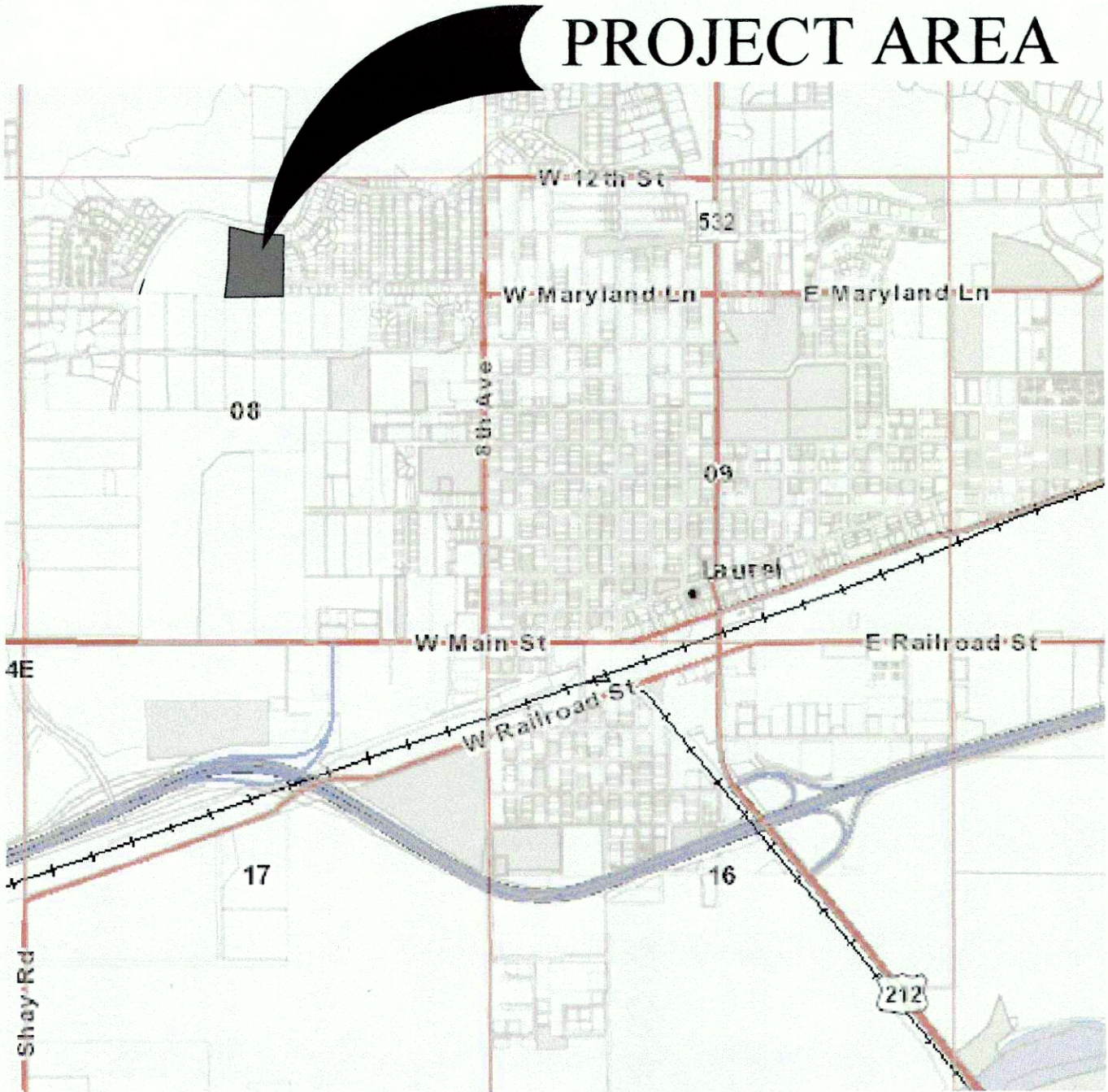
1. Cover Sheet
2. Preliminary Plat Application
3. Adjacent Property owners list
4. Draft Subdivision Improvements Agreement
5. Environmental Assessment
6. Traffic Impact Study
7. Lot Layout
8. Geotechnical Report
9. Subdivision Bylaws
10. Homeowners Association Bylaw
11. ROW Easement documents
12. LMC 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)

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.

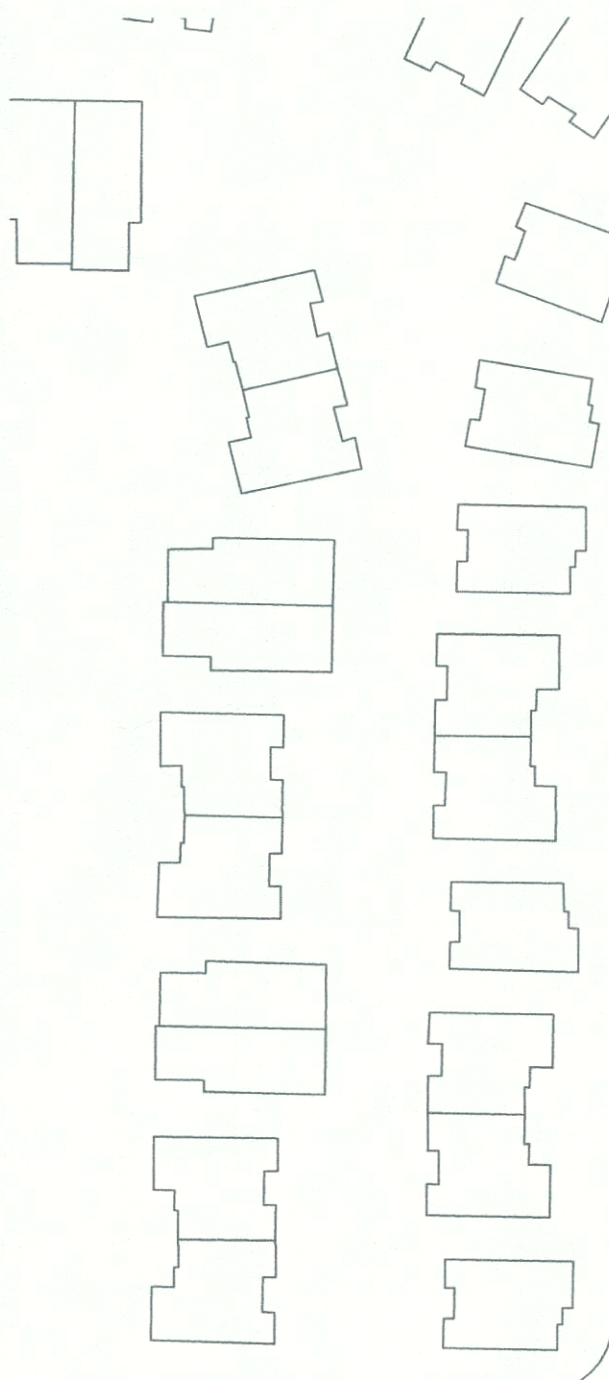
ZONING
CITY OF LAUREL
RESIDENTIAL - 7500

OWNER
GERALD A & ARDIS M NEUMANN
2609 SELVIG LN
BILLINGS, MT 59102

PURPOSE
TO CREATE A SUBDIVISION FOR
RESIDENTIAL USE



VICINITY MAP
NOT TO SCALE



ELENA
SUBDIVISION

ELS DR

DAVIS CIR

NW MARYLAND LN

CITY OF LAUREL
DAVIS CIR
LAUREL, MT 59044

MICHAEL S & AMEE C SZABO
1107 DAVIS CIR
LAUREL, MT 59044

PATRICK & TERESA LYNCH
1103 DAVIS CIR
LAUREL, MT 59044

STEVEN A RESINGER
1103 DAVIS CIR
LAUREL, MT 59044

RONALD W SLETTEN
1013 DAVIS CIR
LAUREL, MT 59044

WILLIAM W & NICKOLETTE S HAGEMAN
1011 DAVIS CIR
LAUREL, MT 59044

LANCE HULL
1009 DAVIS CIR
LAUREL, MT 59044

RUSSELL W & ROBBIE
C NAUMANN
1007 DAVIS CIR
LAUREL, MT 59044

ADAM & AMANDA CAVANAGH
1005 DAVIS CIR
LAUREL, MT 59044

MICHAEL P WHEELER
1548 VYATCH ST
LAUREL, MT 59044

JAMES L HOTCHKISS
REVOCABLE TRUST
1805 W 11TH ST
LAUREL, MT 59044

MARK W & JOYCE A CARLSON
1532 W 12TH ST
LAUREL, MT 59044

ROBERT L & GAULA WOMMACK
1480 W 12TH ST
LAUREL, MT 59044

STANLEY D PARSONS
1400 W 12TH ST
LAUREL, MT 59044

CHERRY HILLS DR
(PROPOSED)
37' TBC-TBC, 5.5' BLVDS,
& 5' SIDEWALKS

ROCHELLE LN
(PROPOSED)
37' TBC-TBC, 5.5' BLVDS,
& 5' SIDEWALKS

CHERRY HILLS
SUBDIVISION
2ND FILING

CHERRY HILLS DR

BETTY AVE

ROCHELLE LN

BETTY AVE

ROCHELLE LN

BETTY AVE

ROCHELLE LN

BETTY AVE

ROCHELLE LN

BETTY AVE

ROCHELLE LN

BETTY AVE

PROPOSED REMAINDER
OF COS 3034
AREA = 18.07 ACRES

WETLAND

MICHELLE DR
(PROPOSED)
37' TBC-TBC, 5.5' BLVDS,
& 5' SIDEWALKS

TEMPORARY GRAVEL
CUL-DE-SAC

TEMPORARY PUBLIC
ACCESS EASEMENT

EXISTING BOUNDARY
OF COS 3034

MARYLAND LN
(PROPOSED)
49' TBC-TBC, 9.5' BLVDS,
& 5' SIDEWALKS

COS 1262

UTILITY LOT 1
23832 sq.ft.

PROPOSED STORM
WATER RETENTION POND

EXIST. WATER

EXIST. WATER

EXIST. WATER

EXIST. WATER

EXIST. WATER

EXIST. WATER

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

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. NW NE
SECTION 8
TOWNSHIP 2S
RANGE 24E

PRINCIPAL MERIDIAN, MONTANA
YELLOWSTONE COUNTY, MONTANA
PLOTTED DATE: May/18/2021
amstov
CLIENT: WESTERN HOLDINGS, LLC
SHEET 1 OF 1

DRAWING NAME: N:\6683\001\ACAD\Concept\Preliminary\Plat\6683.001_CherryHills-3rdFiling-PP\Plat.dwg

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.

0 80 160
(IN FEET)

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. – *Included*.
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,

A handwritten signature in black ink, appearing to read "Nicholas Altonaga".

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

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh'.

Ryan E. Welsh, P.E.
Project Engineer

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 Laurel, 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-to-day 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 advice 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 or 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 of 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, 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

Chapter 16.03 - SUBDIVISION REVIEW PROCEDURES.

16.03.010 - Compliance with local regulations and state law.

No subdivision of any lot, tract, or parcel of land shall be undertaken; no street, sanitary sewer, storm sewer, water main, or other facilities in connection therewith shall be constructed, opened, or extended for public use and travel, or for the common use of occupants of buildings except in strict accordance with these regulations and related state statutes.

(Ord. No. O17-01, § 16.3.1, 3-7-2017)

16.03.020 - Preapplication meeting.

All owners of record, subdividers, and their authorized representative shall meet with the planner and other city or county departments prior to submitting the required preliminary plat application. The purpose of this meeting is to discuss these regulations and standards and to familiarize the subdivider with the applicable Laurel goals and objectives. The subdivider must provide a sketch plan of the proposed subdivision for review and discussion. The sketch plan must be legibly drawn showing the rough layout of proposed features in relation to existing conditions. The sketch plan may be made directly on a topographic map with scale no greater than 1"=400' and sufficient to show all required information. Approximate tract and lot boundaries, location of easements, utilities, rights-of-way, parks and open spaces, roadways, and a description of general terrain, natural features, existing structures and improvements, and proposed public improvements must be included.

- A. A pre-application meeting checklist specifying the items required for subdivision application, review, and approval will be utilized to conduct the pre-application meeting and must be signed by the planner and the owners of record, subdividers, or their authorized representatives attending the pre-application meeting.
- B. In addition to the pre-application meeting checklist, applicants will also receive a preliminary plat submittal checklist and a list of utility and service providers.
- C. If during the review of the application the agent or agency designated by the governing body contacts a public utility, agency, or other entity that was not included on the list originally made available to the subdivider, the agent or agency shall notify the subdivider of the contact and the time frame for response.

(Ord. No. O17-01, § 16.3.2, 3-7-2017)

16.03.030 - Major preliminary plat application submittal.

- A. Required. The subdivider shall submit to the planning director or designee for review and recommendation a preliminary plat of the proposed major subdivision, which conforms, to the requirements of these regulations. Information required in submittal of plats and supporting documents shall be performed by or under the supervision of a registered land surveyor or professional engineer licensed to practice in the State of Montana as their respective licensing laws allow.
- B. Application Submittal. Complete and sufficient applications for major preliminary plat approval shall be made to the planning office. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day. The application form is provided in Appendix E "Preliminary Plat Application" and must be accompanied by the required preliminary plat, supporting documents, and applicable fee.
- C. Review of Subdivision Application for Required Elements and Sufficiency of Information:

1. Within five working days of receipt of a subdivision application and review fee, the planner shall determine whether the application contains all required submission materials as required by Appendix F and shall notify the subdivider, or with the subdivider's written permission, the subdivider's agent, of the reviewing agent's or agency's determination. If the planner determines that elements are missing from the application, he/she shall identify those elements in the notification.
 2. Within fifteen working days after the planner notifies the subdivider or the subdivider's agent that the application contains all of the required elements, the planner shall determine whether the application and required elements contain detailed supporting information that is sufficient to allow for the review of the proposed subdivision under the provisions of this chapter and shall notify the subdivider or, with the subdivider's written permission, the subdivider's agent of the reviewing agent's or agency's determination.
 3. If the planner determines that information in the application is not sufficient to allow for review of the proposed subdivision, the planner shall identify the insufficient information in its notification. A determination that an application contains sufficient information for review does not ensure that the proposed subdivision will be approved or conditionally approved by the AGB and does not limit the ability of the planner or the AGB to request additional information during the review process. The time limits provided in the preceding paragraphs 1 and 2 herein apply to each submittal of the application until:
 - a. A determination is made that the application contains the required elements and sufficient information; and
 - b. The subdivider or the subdivider's agent is notified.
 4. After the planner has notified the subdivider or the subdivider's agent that an application contains sufficient information delineated herein, the AGB shall approve, conditionally approve, or deny the proposed subdivision within sixty working days based on its determination of whether the application conforms to the provisions of these regulations. For major subdivisions over fifty lots, the AGB shall approve, conditionally approve, or deny the proposed subdivisions with eighty working days. The subdivider and the planner may agree to an extension or suspension of the review period, not to exceed one year, or a subsequent public hearing is scheduled and held as provided in herein. (MCA; s; 76-3-604(4))
- D. Preliminary Plat Contents and Submittal Copies.
1. Content. The preliminary plat shall clearly show on the face of the plat the information listed in Appendix D "Preliminary Plat Requirements."
 2. Copies. The subdivider shall provide the number of copies of the preliminary plat as determined by the planning director or designee at the time of the preapplication meeting. All plats shall be twenty-four-inch by thirty-six-inch size and/or eleven-inch by seventeen-inch size as specified by the planning director or designee. Electronic copies of the plat shall be provided as follows; one copy in .pdf, .jpg or .tif format and one copy in either .dwg or .dxf format is requested.
- E. Supporting Documentation.
1. Required Documents. The supporting information shall include those documents listed in Appendix F "Required Supporting Documents for Major Preliminary Plat Applications."
 2. Required Copies. The subdivider shall provide the number of copies of the supporting documents as determined by the planning director or designee at the preapplication meeting. All documents shall be typed and in a format specified by the planning director or designee.

(Ord. No. O17-01, § 16.3.3, 3-7-2017)

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)).

(Ord. No. O17-01, § 16.3.4, 3-7-2017)

16.03.050 - Governing body action.

A governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services (MCA § 76-3-608(1)) or solely on failure to comply with the growth policy (MCA § 76-1-605(2)(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)).

(Ord. No. O17-01, § 16.3.5, 3-7-2017)

16.03.060 - Preliminary plat approval period.

The approval or conditional approval shall be valid for not more than three calendar years. At the end of this period the AGB may, at the request of the subdivider, extend the approval for a mutually agreed upon period of time. Any mutually agreed-upon extension must be in writing and dated and signed by the members of the governing body and the subdivider or the subdivider's agent. The AGB may issue more than one extension.

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (MCA § 76-3-610(2)).

After the preliminary plat is approved, and the developer requests changes the planning director or designee shall evaluate the request as described in Section 16.11.040.

(Ord. No. O17-01, § 16.3.6, 3-7-2017)

16.03.070 - Appeal process.

A decision of the governing body regarding a proposed subdivision may be appealed to district court, as provided MCA § 76-3-625.

(Ord. No. O17-01, § 16.3.7, 3-7-2017)

16.03.080 - Final plat.

A final plat application shall be submitted for review and approval following the procedures outlined in Section 16.03.130 of this chapter prior to the expiration of the preliminary plat approval period.

(Ord. No. O17-01, § 16.3.8, 3-7-2017)

16.03.090 - First minor subdivision from a tract of record.

Divisions of land creating five or fewer lots from a tract of record that has not been subdivided or created by a subdivision under the Montana Subdivision and Platting Act or has not resulted from a tract of record that has had more than five parcels created from that tract of record under MCA § 76-3-201 or MCA § 76-3-207 since July 1, 1973 shall be reviewed as a minor subdivision, hereafter referred to as a "first minor" (MCA § 76-3-609). The requirement of holding a public hearing or submitting an environmental assessment does not apply to first minors (MCA § 76-3-609(2)(d)(ii)). Unless the subdivision lies within an area that has adopted zoning regulations, the application must include a draft findings of fact (MCA § 76-3-609(2)(c)).

First minors have to meet the same preapplication meeting requirements as major subdivisions.

- A. First Minor Preliminary Plat Application Submittal. Complete and sufficient application for first minor preliminary plat approval shall be made to the planning director or designee. When the date of submittal falls on a weekend or holiday, the submittal shall be on the following working day.

The application form and supplemental documents are available in the appendices of these regulations. For first minor subdivisions a draft findings of fact must be prepared by the subdivider as part of the submittal. No public hearing or environmental assessment is required.

- B. Review Period. Upon receipt of a complete application, the AGB has thirty-five working days to approve, conditionally approve, or deny the preliminary minor plat application. The review period may be extended with consent of the subdivider provided either in writing or given during a public Planning Board meeting or public hearing.

(Ord. No. O17-01, § 16.3.9, 3-7-2017)

16.03.100 - Subsequent minor subdivisions.

Divisions of land creating five or fewer lots that are not first minor subdivisions shall be reviewed as major subdivisions (MCA § 76-3-609(4)).

The application form, accompaniments, and review processes are the same as for major subdivisions.

(Ord. No. O17-01, § 16.3.10, 3-7-2017)

16.03.110. - Subdivisions qualifying for expedited review.

- A. Eligibility. Subdivisions, hereafter referred to as "expedited review plats" containing one or two parcels are eligible for expedited review when:
 - 1. They meet the definition of a first minor subdivision from a tract of record;
 - 2. Legal and physical access to all lots is provided;
 - 3. No land in the subdivision will be dedicated to public use for parks or playgrounds;
 - 4. The plat has been approved by DEQ or county environmental health whenever approval is required; and
 - 5. No public improvements are required.
- B. Preapplication Meeting Required.
- C. Expedited Review Plat Application Submittal.
 - 1. Required. The subdivider shall submit to the planning director or designee, for review and recommendation to the AGB, a checkprint of the final plat and all accompaniments.
 - 2. Checkprint. Prior to submitting the final plat on mylar, a subdivider must submit six copies of a final plat application, six paper prints of the final plat, six draft copies of the supporting documents to the planning director or designee for review. The final plat application form is provided in Appendix H "Expedited Final Plat Application" and the form and content of the checkprint and the supporting documents are described in Appendix J "Final Plat Requirements." The final plat review fee and the subdivision title commitment or title report are also required at this stage.
- D. Final Plat and Supporting Documents Contents and Submittal Copies. The subdivider shall submit one electronic copy in .pdf, .jpg or .tif format and if available, one copy in either AutoCad ® or ArcGIS ® format. The subdivider must also submit one signed mylar original of the final plat. The

form and content of final plat is provided in Appendix J "Final Plat Requirements." The final plat must be accompanied by a complete expedited review plat application form as provided in Appendix H "Expedited Final Plat Application," a subdivision title commitment or title guarantee prepared within the previous six months, all supporting documents, and the required review fee.

- E. Review Procedure. The planner shall route the application, final plat, and supporting documents to the appropriate city and county departments and officials for their signatures within sufficient time to assure the documents are placed on the first available agenda of the AGB for their consideration and authorized signatures.
- F. Governing Body Action. At a regularly scheduled meeting, the AGB shall consider the following information in deciding whether to approve or deny a final plat:
 - 1. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety (MCA § 76-3-608 (3)(a));
 - 2. Consistency with the adopted Growth Policy and Bike/Ped Plan; and
 - 3. These subdivision regulations.
 - 4. The governing body shall give due weight and consideration to the subdivider's expressed preferences (MCA § 76-3-608(5)(b)). The governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services (MCA § 76-3-608(1)), or based solely on compliance with the Growth Policy (MCA §76-3-605(2)(b)).
 - 5. In the event the governing body denies the final plat, it shall send a letter to the subdivider stating the reasons for the denial along with written findings of fact (MCA § 76-3-608(4)).
 - 6. After all required signatures have been obtained; the plat shall be recorded with the county clerk and recorder within twelve (12) months of the date of approval.

(Ord. No. O17-01, § 16.3.11, 3-7-2017)

16.03.120 - Amended plats.

- A. Required. A division of lots within a platted subdivision filed with the county clerk and recorder that redesigns or rearranges six or more lots must be reviewed and approved by the governing body and an amended plat must be filed with the county clerk and recorder (MCA § 76-3-207(2)(a)).
- B. Eligibility. Amended plats shall be processed as first minor subdivisions if they meet the following criteria:
 - 1. Legal and physical access to all lots is provided;
 - 2. No land in the subdivision will be dedicated to public use for parks or playgrounds; and
 - 3. The plat has been approved by DEQ or county environmental health whenever public drainage, or water and sewer systems are required.
 - 4. Amended plats not meeting these criteria shall be reviewed as major subdivisions.
- C. Form and Content. An amended plat shall be entitled "Amended Plat" and follow the form and content shown in Appendix D "Preliminary Plat Requirements."

(Ord. No. O17-01, § 16.3.12, 3-7-2017)

16.03.130 - Final plat submittal requirements.

- A. Required. After receiving a preliminary plat approval for a major, first minor, or subsequent minor, the subdivider may submit a final plat of the proposed subdivision. The final plat shall incorporate all required conditions and changes and conform to the approved preliminary plat and this section.

- B. Checkprint. Prior to submitting the final plat on mylar, a subdivider must submit six copies of a final plat application, six paper prints of the final plat and six draft copies of the supporting documents to the planning director or designee for review. The final plat application form is provided in Appendix I "Final Plat Application" and the form and content of the checkprint and the supporting documents are described in Appendix J "Final Plat Requirements". The final plat review fee and the subdivision title commitment or title report are required at this stage. The planning director or designee may require additional documentation to ascertain whether the conditions of preliminary plat approval have been met.

The planner shall notify in writing the subdivider no later than fifteen working days after receipt of the checkprint of any changes required.

- C. Final Mylar Submittal. Application for final plat approval shall be submitted to the planning director or designee at any time. The subdivider shall submit one electronic copy in .pdf, .jpg or .tif format and if available, one copy in either AutoCad ® or ArcGIS ® format. The subdivider must also submit two signed mylar original of the final plat. The form and content of final plat is provided in Appendix J "Final Plat Requirements." The final plats must be accompanied by a complete final plat application form as provided in Appendix I "Final Plat Application
- D. Review Procedure. The planner shall review the check print and accompanying documents for compliance with the conditions for approval from the AGB. If in compliance the planner shall obtain the required signatures from city or county officials and forward the final plat to the county clerk and recorder.
- E. Approval Period. After the governing body has approved the plat and all required signatures have been obtained, the plat shall be recorded with the county clerk and recorder within twelve months of the date of approval.

(Ord. No. O17-01, § 16.3.13, 3-7-2017)

File Attachments for Item:

7. Special Review: Nemont Telephone Utility in Residential District



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City-County Planning Board
FROM: Nicholas Altonaga, Planning Director
PROJECT: Project Telephone Fiberoptic Hut Special Review
DATE: August 13, 2021

DESCRIPTION OF REQUEST

An application for Special Review was applied for by Project Telephone for the installation and operation of a fiberoptic utility hut within a residential district. The proposed location of the hut is 1013 8th Avenue. This property is located within the Laurel City Limits. Project Telephone has entered into a lease agreement with the property owner of 1013 8th Avenue to install and operate the fiberoptic utility shed.

The Laurel Municipal Code Chapter 17.21 states directly that utility operators should work to locate telecommunications infrastructure away from residential areas whenever possible. It further states that any Telecommunications huts and support buildings to be approved by Special Review if they do not meet the requirements of that chapter. An approval of this special review application would enable Project Telephone to install and operate a fiberoptic utility shed within a residential district.

Owner: Karl Morledge
Legal Description: S09, T02 S, R24 E, C.O.S. 68, (.77 ACRES)
Address: 1013 8th Avenue, Laurel, MT
Parcel Size: 0.77 Acres (Special Review to include only 50'x50' of southern portion of property)
Existing Land Use: Residential, vacant/unused southern portion of property
Proposed Land Use: Residential, Fiberoptic utility tract on southern portion of property
Existing Zoning: Residential 7500 (R-7500)

BACKGROUND AND PROCEDURAL HISTORY

- Initial conversations between Planning and Jim Tuell, the representative for the applicant, began on January 19, 2021

- Planning Director met with Jim Tuell on June 14, 2021, to visit sites to possibly locate the proposed fiberoptic utility hut.
- July 29, 2021: Planning Director provided information regarding the Zoning Code regulations on Telecommunications facilities and the Special Review Process.
- July 29, 2021: Applicant requested a Special Review application be placed on the Laurel City-County Planning Board and Laurel City Council agenda.
- The Applicant provided a Special Review application to the Planning Department on August 10, 2021.
- The Special Review Application has been placed on the agenda for the Planning Board meeting on August 18, 2021
- The Special Review Application has a public hearing scheduled in front of City Council on September 28, 2021.

STAFF FINDINGS

The Planning Director determined that while the fiberoptic utility facility does not fully conform to the requirements of LMC 17.21 – Telecommunications Towers and Antennae, it closely aligns with the spirit of the code in the type, scope, and scale of the specific projects regulated within said code.

A Special Review process is required as the proposed development is located in close proximity to residential parcels, as well as does not meet the requirements of

- 1) LMC 17.21.030 – Standards for Wireless Communications Facilities,
 - a. Part A. 1 states: “Encourage the location of antenna support structures in non-residential areas and minimize the total number of antenna support structures throughout the community;”
 - b. Part A, 3 states: Require wireless communication facilities to be located, to the extent possible, in areas where the adverse impact on the community is minimal;”
- 2) LMC 17.21.030.D – Commercial Antenna Support Structures and Antennae located in Residential Zoning Codes, Part 1 states: “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.”

The proposed fiberoptic utility shed is not located on a school, government-owned utility, or other government site.

The proposed fiberoptic utility shed is within a residential zoning district.

The Applicant has provided a Special Review application including:

- Justification and Scope of Work letter
- Building Site Map
- Utility hut Location drawing

The applicant has paid the required fee for the Special Review application.

The public noticing provisions of LMC 17.68 have been met.

PLANNING BOARD AND GOVERNING BODY REVIEW CRITERIA

LMC 17.68 – Special Review Procedures, contains the review criteria for the decision-making process for Special Review applications.

- 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.

The following actions are to be taken by City Council:

17.68.50 - 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.

RECOMMENDATIONS

The Planning Director recommends the Planning Board and Zoning Commission approve the Special Review with the following conditions:

1. Any applicable permits, including but not limited to building permits must be applied for within six (6) months of special review approval.
2. Construction of the structure and site must be completed within one (1) calendar year of special review 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.

ATTACHMENTS

1. Project Telephone Justification Letter
2. Special Review Application Form
3. Site Overview
4. Landscaping Plan
5. Adjacent Property Owners List (300ft)
6. Adjacent Property Owners Map (300ft)
7. LMC 17.21 – Telecommunications Towers and Antennae
8. LMC 17.68 – Special Review Procedures



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

2457 Main St ▪ P.O. Box 8 ▪ Worden, MT 59088-0008
(406) 967-5555 ▪ Fax (406) 967-5112

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

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: Private

ROW: 9

Section: 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

50'

50'

GEN

Side View

10'

12'

Aerial View

10'

12'

BFO 288

BFO 288

WEST MARYLAND AVE

178

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:

☒ Site Map (printed on at least 11"x17" in paper size showing dimensions, acreage and location of tracts in question)
☒ 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).
☒ Justification letter describing the special review requested and reasoning
☒ Map of all properties within 300 feet of the property
☒ 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.

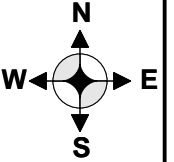
1. Applications must be received on or before the 1st of the month to be considered at the following month's meeting.
2. Application forms and supporting documents must be completely filled out, printed legibly or typed, with sufficient detail for the Zoning Commission and City Council to make a decision 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 Denial of the application.

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

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

Staked By: -	Date: -
As-Built By: -	Date: -
Revised By: -	Date: -
Revised By: -	Date: -

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



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
DETENNE, 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

File Attachments for Item:

8. Sign Review: Yellowstone Bank Sign Upgrade



SIGN PERMIT REQUEST

Date of application: 7-26-21

Business name: Yellowstone Bank

Location street address: 201 2nd Ave., Laurel

Contractor name: Sign Products, Inc.

1425 Monad Rd.

Billings, MT 59101

406-252-6348


tgross@signproductsinc.com

Sign description: remove one existing ground sign, install one new double faced monument sign, primary electrical existing

Site plan: see attached

Sign detail: see attached

Sign method of attachment: see attached

Submitted by: 
Tom Gross

1425 Monad Road, Billings, MT 59101
P.O. Box 20955, Billings, MT 59104
(P): 406-252-6348 (F): 406-252-6654
www.signproductsinc.com

CONSTRUCTION PERMIT AND APPLICATION

CITY OF LAUREL, MONTANA

PERMIT No. _____

Job Address <u>201 2nd Ave, Laurel</u>	
Owner <u>Yellowstone Bank</u>	Telephone <u>406-628-3608</u>
Contractor <u>Sign Products, Inc.</u>	Subdivision <u>East Laurel Original Townsite</u>
Address <u>1425 Monad Rd, Billings, MT 59101</u>	Lot <u>18-20</u> Block <u>9</u> Tract _____ Zoning <u>CBD</u>
Telephone <u>406-252-6348</u>	Valuation of Project \$ <u>14,711</u>
City License <u>370</u>	Description of Work: <u>Remove existing Monument</u>
Special Conditions _____	<u>Sign, Replace with new Monument Sign</u>
	<u>of 26 sq ft</u>
Occupancy _____	Type of Construction _____
Number of Units _____	Total Square Feet _____
Rated Walls _____	

BUILDING Approved To Issue By _____ Date _____

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

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

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

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

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

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

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

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

FEES AND CHARGES

1000-323011 building	\$ _____
1000-323014 plan review	\$ _____
1000-323011 fence	\$ _____
1000-323011 roof	\$ _____
1000-323053 sign	\$ _____
1000-323011 mh install	\$ _____
1000-323011 investigation	\$ _____
1000-323011 re-inspection	\$ _____
1000-322022 utility hook up	\$ _____
5210-343033 SDF water	\$ _____
5310-343033 SDF sewer	\$ _____
other	\$ _____
Total Amount due	\$ _____
Amount Paid	\$ _____

Signature of Applicant Tom GrossDate 7-26-21

CONSTRUCTION PERMIT AND APPLICATION

CITY OF LAUREL, MONTANA

PERMIT No. _____

Job Address <u>201 2nd Ave, Laurel</u>	
Owner <u>Yellowstone Bank</u>	Telephone <u>406-628-3608</u>
Contractor <u>Sign Products, Inc</u>	Subdivision <u>EAST LAUREL Original Townsite</u>
Address <u>1425 Monad Rd, Billings MT 59101</u>	Lot <u>18-20</u> Block <u>9</u> Tract _____ Zoning <u>CBD Entryway Overlay</u>
Telephone <u>406-252-6348</u>	Valuation of Project \$ <u>14,711</u>
City License <u>370</u>	Description of Work: <u>Remove Existing Monument Sign, Replace with New Monument Sign of 26 sq ft</u>
Special Conditions _____	
Occupancy _____ Type of Construction _____ Number of Units _____ Total Square Feet _____ Rated Walls _____	

BUILDING Approved To Issue By _____ Date _____

THE FOLLOWING INSPECTIONS ARE REQUIRED AND MUST BE RECORDED ON THIS CARD:

Footings	_____	Inspector	_____	Date Approved	_____
Foundation	_____	Inspector	_____	Date Approved	_____
Damp-proofing	_____	Inspector	_____	Date Approved	_____
Ground Inspection	_____	Inspector	_____	Date Approved	_____
Framing	_____	Inspector	_____	Date Approved	_____
Roofing	_____	Inspector	_____	Date Approved	_____
Insulation	_____	Inspector	_____	Date Approved	_____
Gypsum/Drywall	_____	Inspector	_____	Date Approved	_____
Other	_____	Inspector	_____	Date Approved	_____
Other	_____	Inspector	_____	Date Approved	_____

FINAL INSPECTIONS

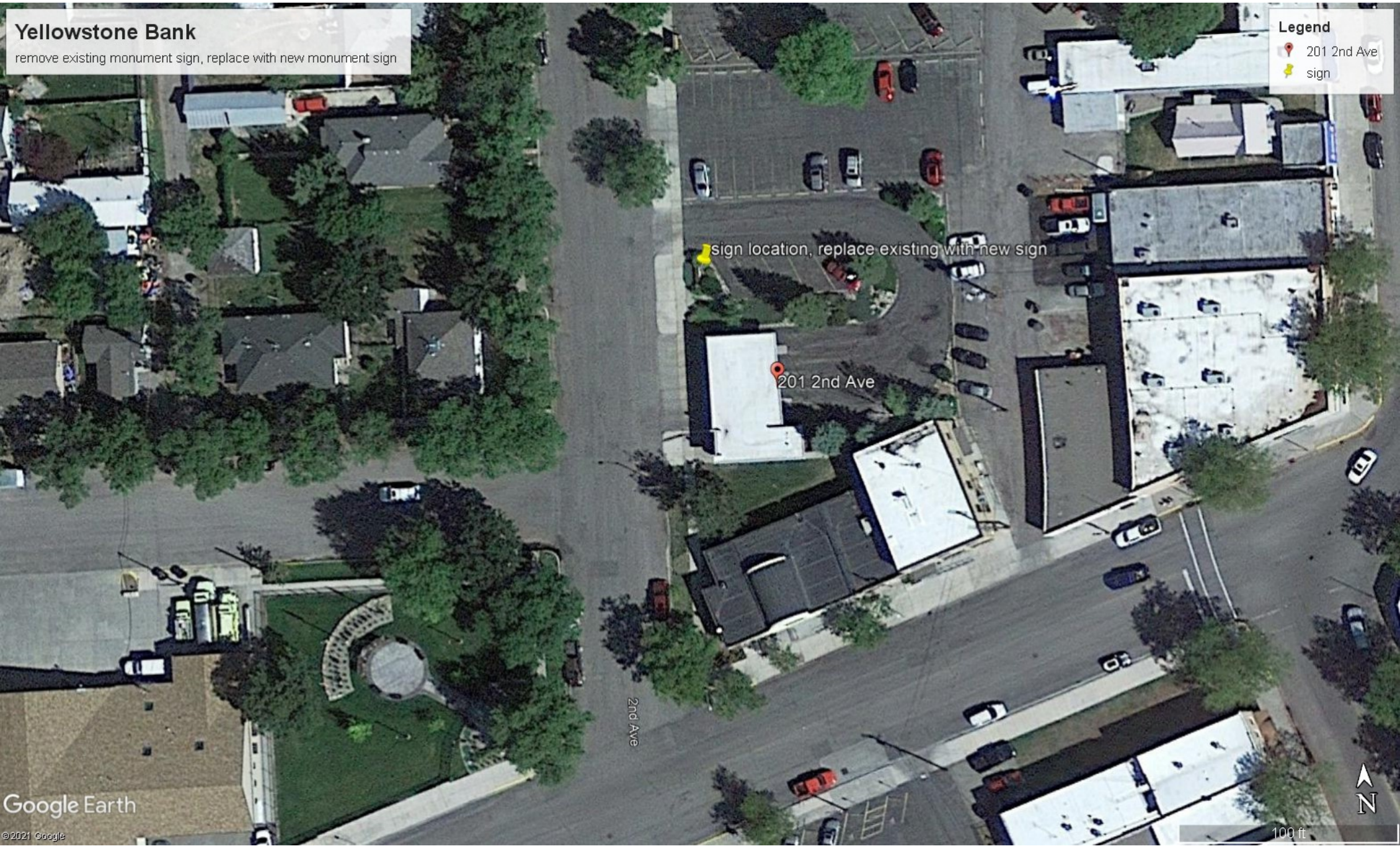
Fire	_____	Inspector	_____	Date Approved	_____
Building	_____	Inspector	_____	Date Approved	_____
Site Improvements	_____	Inspector	_____	Date Approved	_____

Call 628-4796 - 24 hours in advance to schedule inspections.**Do not cover or conceal any work before the required inspection has been approved.****This card and one set of approved plans must be available to the inspector at the job site during all inspections.**

Yellowstone Bank
remove existing monument sign, replace with new monument sign

Legend

- 201 2nd Ave
- sign



DESIGN

Approval for Production

☐ As Designed

☐ With Changes

X

Client Signature

Sales

DATE

/

/

/



APPROXIMATE SIZE AND LOCATION



A

MANUFACTURE AND INSTALL ONE D/F GROUND SIGN, FABRICATED LARGE ACCESS EXTRUDED ALUMINUM CABINET. ENAMEL PAINT FINISH MP 13799 BROWN EBONY. WHITE POLYCARBONATE FACES WITH APPLIED 3M VINYL FILM GRAPHICS. 3630-59 DARK BROWN AND 3630-015 YELLOW FILMS. 1" DEEP SIGN FOAM PYRAMID SHAPE SQUARES, PAINT FINISH MP MP 28535 GOLD DUST METALLIC, ILLUMINATE FROM INTERIOR OF CABINET WITH SLOAN WHITE LED LIGHTS. MOUNT CABINET TO A NEW STEEL SUPPORT PIPE SET INTO A CONCRETE FOOTING. FABRICATED SHEET METAL BASE/POLE COVER. PAINT FINISH MP 13799 BROWN AND MP 04685 FOIE GRAS(BEIGE). REMOVE EXISTING SIGN AND BRICK BASES. MOUNT SIGN IN APPROXIMATE LOCATION SHOWN MEETING ALL SETBACK REQUIREMENTS.

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or reproduction are reserved

DESIGNER TP
SHEET # 1 OF 1

DESIGN # 19644-21
SALES TONY D.

DATE 05-28-21
SCALE SHOWN

CLIENT
YELLOWSTONE BANK
LAUREL, MT

SIGN PRODUCTS, INC.
1425 MONAD, BILLINGS, MT 59104
Phone: (406) 252-6348 Fax: (406) 252-6654



WIND = 115 mph EXP. "C" U.S.

RISK CAT. = 1.0

$$q_z = 0.00256 K_z K_{zt} K_d V^2$$

$$= 0.00256 (0.85) (1) (0.85) (115)^2$$

$$= 25 \text{ psf}$$

$$P = q_z C_d C$$

$$= 25 \text{ psf} (1.6) (0.85)$$

$$= 33 \text{ psf (U.S.)}$$

$$P_{0.5\text{ ft}} = 0.6 (33 \text{ psf})$$

$$= 20 \text{ psf}$$

$$F_1 = 30.3 \text{ ft}^2 (20 \text{ psf}) = 610 \text{ lb}$$

$$F_2 = 9.94 \text{ ft}^2 (20 \text{ psf}) = 200 \text{ lb}$$

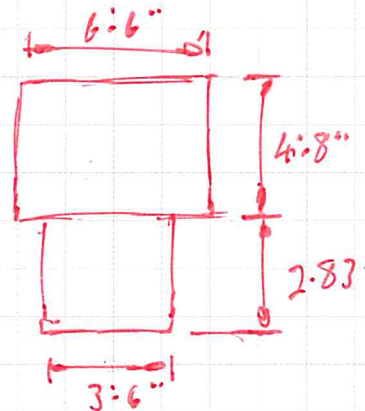
$$K_z = 0.85 \quad V = 115 \text{ mph}$$

$$K_{zt} = 1.0$$

$$K_d = 0.85$$

$$G = 0.85$$

$$C_d = 1.6$$

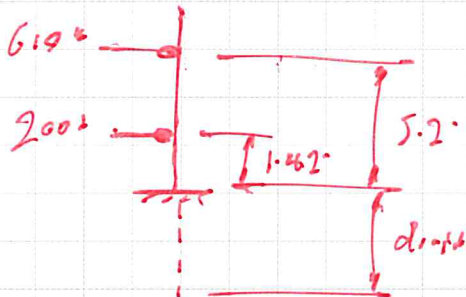


$$A_1 = 6.5' (4.67') = 30.3 \text{ ft}^2$$

$$\bar{y}_1 = 5.2'$$

$$A_2 = 2.83' (3.5') = 9.9 \text{ ft}^2$$

$$\bar{y}_2 = 1.42'$$



$$P_T = 610 \text{ lb} + 200 \text{ lb} = 810 \text{ lb}$$

$$\bar{y} = 4.3'$$

$$M_{base} = 610 \text{ lb} (5.2') = 3200 \text{ ft-lb}$$

$$+ 200 \text{ lb} (1.42') = 280 \text{ ft-lb}$$

$$3480 \text{ ft-lb}$$

SIZE OF PIPE VERT.

$$S_{req'd} = \frac{3480 \text{ ft-lb} \times 12}{0.66 (36,000 \text{ psi})} = 1.75 \text{ in}^3$$

6" x 4.9 lb/ft VERT.

TRUSS FOOTING

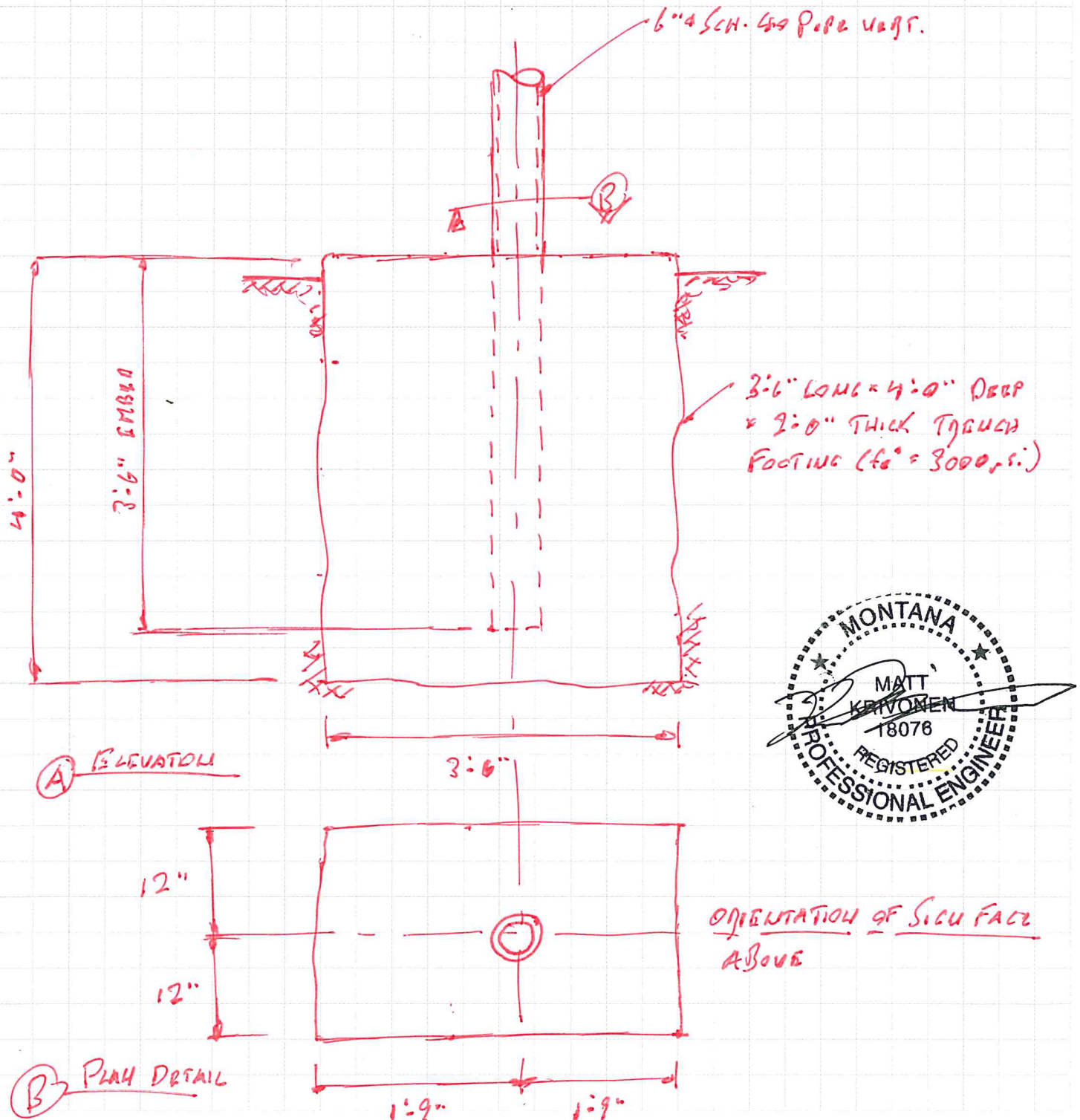
ALLOWED AVAILABLE PASSIVE SOIL PRESSURE = 266 psf

TRY 24" x 6'-0" PIER

$$A = \frac{2.34 P}{s_b} = \frac{2.34 (810 \text{ lb})}{(20 \text{ psf})} = 1.8$$

$$d_{req'd} = \frac{A}{2} \left[1 + \sqrt{1 + \frac{4.36 h}{A}} \right] = \frac{1.8}{2} \left[1 + \sqrt{1 + \frac{4.36 (4.3')}{1.8}} \right] = 3.9'$$





File Attachments for Item:

9. Sign Review: Soda Station

CONSTRUCTION PERMIT AND APPLICATION

CITY OF LAUREL, MONTANA

PERMIT No. _____

Job Address <u>714 1st Ave Laurel, MT</u>	
Owner <u>Annie Larsen & Cassie Barton</u>	Telephone <u>303-229-3376</u>
Contractor <u>Self</u>	Subdivision _____
Address <u>2505 4th St. Billings, MT</u>	Lot _____ Block _____ Tract _____ Zoning _____
Telephone <u>303-229-3376</u> <u>591066</u>	Valuation of Project \$ <u>\$1500</u>
City License _____	Description of Work: <u>Sign permit 8x4 sign</u>
Special Conditions _____	_____
Occupancy _____ Type of Construction _____ Number of Units _____ Total Square Feet _____ Rated Walls _____	

BUILDING Approved To Issue By _____ Date _____

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

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

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

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

FEES AND CHARGES

1000-323011 building	\$ _____
1000-323014 plan review	\$ _____
1000-323011 fence	\$ _____
1000-323011 roof	\$ _____
1000-323053 sign	\$ _____
1000-323011 mh install	\$ _____
1000-323011 investigation	\$ _____
1000-323011 re-inspection	\$ _____
1000-322022 utility hook up	\$ _____
5210-343033 SDF water	\$ _____
5310-343033 SDF sewer	\$ _____
other	\$ _____
Total Amount due	\$ _____
Amount Paid	\$ _____

Signature of Applicant _____ Date _____



16 OZ. \$1.89+ 24 OZ. \$1.99+ 32 OZ. \$2.19+ 44 OZ. \$2.39+

ICE LEVEL



FAVORITES

- **HUNTING SEASON** - DR. PEPPER + COCONUT + CREAM (ADD \$89)
- **B-TOWN** - DR. PEPPER + RASPBERRY + COCONUT CREAM (ADD \$89)
- **406** - DR. PEPPER + COCONUT + HUCKLEBERRY + HALF & HALF (ADD \$1.17)
- **OUTLAW** - DR. PEPPER + COCONUT + VANILLA + COCONUT CREAM (ADD \$1.17)
- **BURN THE BREEZE** - DR. PEPPER + COCONUT + PEACH (ADD \$89)
- **WILD WILD WEST** - MOUNTAIN DEW + MANGO PUREE + STRAWBERRY PUREE (ADD \$1.18)
- **DOUBLE BARREL** - MOUNTAIN DEW + PEACH + CREAM (ADD \$89)
- **BARN SOUR** - MOUNTAIN DEW + POMEGRANATE + GRAPEFRUIT (ADD \$89)
- **CRAZY MOUNTAIN MADNESS** - MOUNTAIN DEW + GUAVA + STRAWBERRY + COCONUT CREAM (ADD \$1.17)
- **HOWDY** - MOUNTAIN DEW + BLUE RASPBERRY + PINEAPPLE + COCONUT CREAM (ADD \$1.17)
- **GOTTA HAVE GRIT** - MOUNTAIN DEW + RASPBERRY + COCONUT + HUCKLEBERRY + CREAM (ADD \$1.16)

- **FLATHEAD CHERRY** - COKE + CHERRY + VANILLA (ADD \$89)
- **RIMROCKER** - DIET COKE + COCONUT + FRESH LIME (ADD \$89)
- **THE BIG SKY** - COKE + PINEAPPLE + COCONUT CREAM (ADD \$89)
- **ROPE THE WIND** - SPRITE + PINEAPPLE + PEACH + COCONUT CREAM (ADD \$1.17)
- **MONTANA DREAM** - SPRITE + STRAWBERRY + WATERMELON + PEACH (ADD \$74)
- **LAST BEST PLACE** - SPRITE + CHERRY + FRESH LIME (ADD \$89)
- **MOON OVER MONTANA** - SODA WATER + SF STRAWBERRY + FRESH LEMON + APPLE CIDER VINEGAR (ADD \$74)
- **SKINNY DIPPIN'** - SODA WATER + SF PEACH + FRESH LIME + APPLE CIDER VINEGAR (ADD \$74)
- **HOOK, LINE & SINKER** - SODA WATER + SF COCONUT + FRESH LIME + APPLE CIDER VINEGAR (ADD \$74)
- **ADVENTURE AWAITS** - OUR CHOICE

ENERGY DRINKS



- **CLINT EASTWOOD** - WHITE MONSTER + DIET MOUNTAIN DEW + MANGO + CREAM (ADD \$3.88)
- **DOC HOLLIDAY** - WHITE MONSTER + FANTA + GUAVA + STRAWBERRY (ADD \$3.67)
- **JEFFE JAMES** - RED BULL + SPRITE + LEMONADE + HUCKLEBERRY (ADD \$2.79)
- **BUTCH CASSIDY** - RED BULL + MOUNTAIN DEW + WATERMELON (ADD \$2.79)
- **BUFFALO BILL** - RED BULL + ORANGE + RASPBERRY PUREE + VANILLA CREAM (ADD \$3.97)
- **ANNIE OAKLEY** - RED BULL + MANGO + PEACH + COCONUT CREAM (ADD \$3.67)
- **BILLY THE KID** - RED BULL + MOUNTAIN DEW + RASPBERRY + PEACH (ADD \$3.08)

FLAVORS - 29¢ EACH

*AVAILABLE IN SUGAR FREE

ALMOND • BLUE CURAÇAO • BLUE RASPBERRY • BUTTERSCOTCH* • CARAMEL* • CHERRY* • CINNAMON • COCONUT* • GRAPE • GRAPEFRUIT • GREEN APPLE • GUAVA • HAZELNUT • HUCKLEBERRY* • IRISH CREAM • PASSION FRUIT • PEACH* • PEPPERMINT • PINEAPPLE* • RASPBERRY* • STRAWBERRY* • TOASTED MARSHMALLOW

RANGE
WPKIN PE
RMELON*

ADD INS

FRESH LEMON OR LIME - 29¢
FRUIT PUREE - 59¢
- MANGO, STRAWBERRY,
RASPBERRY, PINA COLADA

CREAM - 29¢
- CREAM, 1/2
HALF & HALF, VANILLA CREAM
RED BULL*, WHITE MONSTER - \$2.50

196

KIDS' DRINKS 16 OZ. \$2.75

- **RAINBOW TROUT** - SPRITE + BLUE RASPBERRY + WHIPPED CREAM + FISH IN THE WATER
- **MUTTON BUSTIN** - SPRITE + WATERMELON + WHIPPED CREAM + WATERMELON SOUR PATCH
- **CAMPFIRE** - ROOT BEER + TOASTED MARSHMALLOW + WHIPPED CREAM + GUMMY CANDY
- **COWBOY** - ROOT BEER + BUTTERSCOTCH + WHIPPED CREAM + GUMMY CANDY

FRESH POPCORN

SMALL - \$2.00 LARGE - \$3.00 EXTRA BUTTER - 59¢



24 OZ. \$1.99+ 32 OZ. \$2.19+ 44 OZ. \$2.39+

ICE LEVEL



FAVORITES

- HUNTING SEASON** - DR. PEPPER + COCONUT + CREAM (ADD 88¢)
- B-TOWN** - DR. PEPPER + RASPBERRY + COCONUT CREAM (ADD 88¢)
- 406** - DR. PEPPER + COCONUT + HUCKLEBERRY + HALF & HALF (ADD \$1.17)
- OUTLAW** - DR. PEPPER + COCONUT + VANILLA + COCONUT CREAM (ADD \$1.17)
- BURN THE BREEZE** - DR. PEPPER + COCONUT + PEACH (ADD 58¢)
- WILD WILD WEST** - MOUNTAIN DEW + MANGO PUREE + STRAWBERRY PUREE (ADD \$1.18)
- DOUBLE BARREL** - MOUNTAIN DEW + PEACH + CREAM (ADD 88¢)
- BARN SOUR** - MOUNTAIN DEW + POMEGRANATE + GRAPEFRUIT (ADD 58¢)
- CRAZY MOUNTAIN MADNESS** - MOUNTAIN DEW + GUAVA + STRAWBERRY + COCONUT CREAM (ADD \$1.17)
- HOWDY** - MOUNTAIN DEW + BLUE RASPBERRY + PINEAPPLE + COCONUT CREAM (ADD \$1.17)
- GOTTA HAVE GRIT** - MOUNTAIN DEW + RASPBERRY + COCONUT + HUCKLEBERRY + CREAM (ADD \$1.46)

KIDS' DRINKS 16 OZ. \$2.75

- RAINBOW TROUT** - SPRITE + BLUE RASPBERRY + WHIPPED CREAM + FISH IN THE WATER
- MUTTON BUSTIN** - SPRITE + WATERMELON + WHIPPED CREAM + WATERMELON SOUR PATCH

- FLATHEAD CHERRY** - COKE + CHERRY + VANILLA (ADD 58¢)
- RIMROCKER** - DIET COKE + COCONUT + FRESH LIME (ADD 58¢)
- THE BIG SKY** - COKE + PINEAPPLE + COCONUT CREAM (ADD 88¢)
- ROPE THE WIND** - SPRITE + PINEAPPLE + PEACH + COCONUT CREAM (ADD \$1.17)
- MONTANA DREAM** - SPRITE + STRAWBERRY + WATERMELON + PEACH (ADD 87¢)
- LAST BEST PLACE** - SPRITE + CHERRY + FRESH LIME (ADD 58¢)
- MOON OVER MONTANA** - SODA WATER + SF STRAWBERRY + FRESH LEMON + APPLE CIDER VINEGAR (ADD 87¢)
- SKINNY DIPPIN'** - SODA WATER + SF PEACH + FRESH LIME + APPLE CIDER VINEGAR (ADD 87¢)
- HOOK, LINE & SINKER** - SODA WATER + SF COCONUT + FRESH LIME + APPLE CIDER VINEGAR (ADD 87¢)
- ADVENTURE AWAITS** - OUR CHOICE! INCLUDES 2 FLAVORS AND CREAM (ADD \$1.17)

- CAMPFIRE** - ROOT BEER + TOASTED MARSHMALLOW + WHIPPED CREAM + GUMMY CANDY
- COWBOY** - ROOT BEER + BUTTERSCOTCH + WHIPPED CREAM + GUMMY CANDY

FLAVORS - 29¢ EACH

*AVAILABLE IN SUGAR FREE
BLUE RASPBERRY • BUTTERSCOTCH • CARAMEL • CHERRY • COCONUT • GRAPE • GRAPEFRUIT • GUAVA • HAZELNUT • HUCKLEBERRY • IRISH CREAM • KIWI • MANGO • ORANGE • PASSION FRUIT • PEACH • PEPPERMINT • PINEAPPLE • POMEGRANATE • RASPBERRY • STRAWBERRY • TOASTED MARSHMALLOW • VANILLA • WATERMELON

ADD INS

FRESH LEMON OR LIME - 29¢
FRUIT PUREE - 59¢
- MANGO, STRAWBERRY, RASPBERRY
CREAM - 59¢ EACH
- CREAM, COCONUT CREAM, HALF & HALF, VANILLA CREAM
RED BULL* - \$2.50

FRESH POPCORN

SMALL - \$2.00 LARGE - \$3.00 EXTRA BUTTER - 59¢

ENERGY DRINKS

- CLINT EASTWOOD** - WHITE MONSTER + DIET MOUNTAIN DEW + MANGO + CREAM (ADD \$3.38)
- JEFFRE JAMES** - RED BULL + SPRITE + LEMONADE + HUCKLEBERRY (ADD \$2.79)
- BUTCH CASSIDY** - RED BULL + MOUNTAIN DEW + WATERMELON (ADD \$2.79)
- BUFFALO BILL** - RED BULL + ORANGE + RASPBERRY PUREE + VANILLA CREAM (ADD \$3.97)
- ANNIE OAKLEY** - RED BULL + MANGO + PEACH + COCONUT CREAM (ADD \$3.67)


WE SELL TUMBLERS!

30 oz. - \$25
15 oz. - \$17.50

USE YOUR
SODA STATION
TUMBLER TO
GET 25¢ OFF
PER REFILL!







ICE LEVEL

LIGHT

NORMAL

EXTRA

24 OZ. \$1.99+ 32 OZ. \$2.19+ 44 OZ. \$2.39+

FAVORITES

HUNTING SEASON - DR. PEPPER + COCONUT + CREAM (ADD \$86)

B-TOWN - DR. PEPPER + RASPBERRY + COCONUT CREAM (ADD \$86)

406 - DR. PEPPER + COCONUT + HUCKLEBERRY + HALF & HALF (ADD \$137)

OUTLAW - DR. PEPPER + COCONUT + VANILLA + COCONUT CREAM (ADD \$137)

BURN THE BREEZE - DR. PEPPER + COCONUT + PEACH (ADD \$86)

WILD WILD WEST - MOUNTAIN DEW + MANGO PUREE + STRAWBERRY PUREE (ADD \$148)

DOUBLE BARREL - MOUNTAIN DEW + PEACH + CREAM (ADD \$86)

BARN SOUR - MOUNTAIN DEW + POMEGRANATE + GRAPEFRUIT (ADD \$86)

CRAZY MOUNTAIN MADNESS - MOUNTAIN DEW + GUAVA + STRAWBERRY + COCONUT CREAM (ADD \$137)

HOWDY - MOUNTAIN DEW + BLUE RASPBERRY + PINEAPPLE + COCONUT CREAM (ADD \$137)

GOTTA HAVE GRIT - MOUNTAIN DEW + RASPBERRY + COCONUT + HUCKLEBERRY + CREAM (ADD \$148)

FLATHEAD CHERRY - COKE + CHERRY + VANILLA (ADD \$86)

RIMROCKER - DET COKE + COCONUT + FRESH LIME (ADD \$86)

THE BIG SKY - COKE + PINEAPPLE + COCONUT CREAM (ADD \$86)

ROPE THE WIND - SPRITE + PINEAPPLE + PEACH + COCONUT CREAM (ADD \$137)

MONTANA DREAM - SPRITE + STRAWBERRY + WATERMELON + PEACH (ADD \$86)

LAST BEST PLACE - SPRITE + CHERRY + FRESH LIME (ADD \$86)

MOON OVER MONTANA - SODA WATER + SF STRAWBERRY + FRESH LEMON + APPLE CIDER VINEGAR (ADD \$86)

SKINNY DIPPIN' - SODA WATER + SF PEACH + FRESH LIME + APPLE CIDER VINEGAR (ADD \$86)

HOOK, LINE & SINKER - SODA WATER + SF COCONUT + FRESH LIME + APPLE CIDER VINEGAR (ADD \$86)

ADVENTURE AWAITS - OUR CHOICE INCLUDES 2 FLAVORS AND CREAM (ADD \$137)

KIDS' DRINKS

RAINBOW TROUT - SPRITE + BLUE RASPBERRY + WHIPPED CREAM + FISH IN THE WATER

MUTTON BUSTIN' - SPRITE + WATERMELON + WHIPPED CREAM + WATERMELON SOUR PATCH

16 OZ. \$2.75

CAMPFIRE - ROOT BEER + TOASTED MARSHMALLOW + WHIPPED CREAM + GUMMY CANDY

CONVOY - ROOT BEER + BUTTERSCOTCH + WHIPPED CREAM + GUMMY CANDY

FLAVORS - 29¢ EACH

AVAILABLE IN SUGAR FREE

BLUE RASPBERRY + BUTTERSCOTCH + CARAMEL + CHERRY + COCONUT + GRAPE + GRAPEFRUIT + GUAVA + HAZELNUT + HUCKLEBERRY + IRISH CREAM + KIWI + MANGO + ORANGE + PASSION FRUIT + PEACH + PEPPERMINT + PINEAPPLE + POMEGRANATE + RASPBERRY + STRAWBERRY + TOASTED MARSHMALLOW + VANILLA + WATERMELON

ADD INS

FRESH LEMON OR LIME - 29¢

CREAM - 59¢ EACH

FRUIT PUREE - 59¢

CREAM, COCONUT CREAM, HALF & HALF, VANILLA CREAM

MANGO, STRAWBERRY, RED BULL - \$2.50

RASPBERRY

FRESH POPCORN

SMALL - \$2.00

LARGE - \$3.00

EXTRA BUTTER - 59¢

ENERGY DRINKS


CLINT EASTWOOD - WHITE MONSTER + DET MOUNTAIN DEW + MANGO + CREAM (ADD \$2.50)

JEFFRE JAMES - RED BULL + SPRITE + LEMONADE + HUCKLEBERRY (ADD \$2.75)

BUTCH CASSIDY - RED BULL + MOUNTAIN DEW + WATERMELON (ADD \$2.75)

BUFFALO BILL - RED BULL + ORANGE + RASPBERRY PUREE + VANILLA CREAM (ADD \$3.00)

ANNIE OAKLEY - RED BULL + MANGO + PEACH + COCONUT CREAM (ADD \$3.00)



190