



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, AUGUST 13, 2019
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

Executive Review

1. Appointments of Sarah Gallup to the Laurel Volunteer Ambulance Service.
2. Resolution - A Resolution Authorizing and Approving an Employment Contract Between the City of Laurel and Nicholas Altonaga who Shall Serve as the City Planning Director for the City of Laurel.
3. Resolution - Resolution of the City Council Approving a Small Grant Program Proposed by the Laurel Urban Renewal Agency
4. Resolution: A Resolution Approving The Annexation Of Lot 18 Nutting Brothers Subdivision 2nd Filing And Lots 19-25 Nutting Brothers Subdivision 3rd Filing, As An Addition To The City Of Laurel, Montana.
5. Resolution - Resolution Approving the Final Plan and Annexation of Regal Community Park, Legally Described as Nutting Bros 2nd Filing, S10, T02S, R24E Lots 7&8, an Addition to the City of Laurel, Montana
6. Resolution - Resolution relating to up to \$41,000 Special Improvement District No. 119 Bonds
7. Resolution - Resolution Relating to Special Improvement District No. 119 Preliminary Levy of Special Assessments on Property Within the District for the Purpose of Financing the cost of Certain Local Improvements
8. Resolution - A Resolution Accepting the Proposal Submitted by High Point Networks to Provide the City's Voice Over Internet Protocol (VOIP) Service and Support Services and Authorizing the Mayor to Execute a Contract With High Point Networks for Such Services.

Council Issues

9. Discussion regarding the Fiscal Year 2020 Street Maintenance Assessment
10. Handicap Parking Update
11. Discussion regarding the City taking over the Riverside Park buildings versus leasing them (Scot Stokes)
12. Discussion regarding changing the parks hours of operation (Scot Stokes)

Other Items

Review of Draft Council Agendas

13. Review of Draft Council Agenda for August 20, 2019

Attendance at Upcoming Council Meeting

Announcements

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

DATES TO REMEMBER

Item Attachment Documents:

1. Appointments of Sarah Gallup to the Laurel Volunteer Ambulance Service.



LAUREL

E M E R G E N C Y M E D I C A L S E R V I C E S

215 W 1ST St, Laurel, MT 59044 | Phone: (406) 628 - 1611 | Fax: (406) 628 - 7351

08/08/2019

To Whom It May Concern:

I am requesting that the appointment of Sarah Gallup, Nationally Registered Emergency Medical Technician, be placed on the agenda for Laurel City Council. Sarah comes bearing an incredible cache of knowledge and passion for emergency medicine. She is currently a pre-med student at MSUB and also volunteers for the Worden Ambulance Service. Sarah would be a tremendously valuable asset to our city.

Thank You,

Riley Hutchens, NREMT
EMS Director

Item Attachment Documents:

2. Resolution - A Resolution Authorizing and Approving an Employment Contract Between the City of Laurel and Nicholas Altonaga who Shall Serve as the City Planning Director for the City of Laurel.

RESOLUTION NO. R19-___

**RESOLUTION AUTHORIZING AND APPROVING AN EMPLOYMENT CONTRACT
BETWEEN THE CITY OF LAUREL AND NICK ALTANOGA WHO SHALL BE
EMPLOYED AS THE PLANNER DIRECTOR FOR THE CITY OF LAUREL.**

WHEREAS, Nick Altanoga currently works as the City’s Planner II and he has successfully performed such position for the City of Laurel since his hire date; and

WHEREAS, the Mayor determined that based upon his knowledge and performance to date, it is appropriate to promote Nick Altanoga to the Position of the City’s Planning Director; and

WHEREAS, the Mayor negotiated the attached employment contract with Nick Altanoga to serve as the City Planning Director pursuant to the Position Description that is attached thereto and is recommending the contracts approval by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the attached Employment Contract is hereby approved and the Mayor is authorized to execute the Employment Contract on the City’s behalf.

Introduced at a regular meeting of the City Council on _____, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ___th day of _____, 2019.

APPROVED by the Mayor this ___th day of _____, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

EMPLOYMENT AGREEMENT

City Planning Director

This employment agreement is made and effective this 20th day of August 2019 by and between the City of Laurel, Montana, hereinafter referred to as “City” and Nicholas Altonaga, hereinafter referred to as the “Employee.” When the term “parties” is utilized in this agreement, the term means the “City and Employee,” jointly. In consideration of their mutual promises set forth herein, the parties hereby agree as follows:

1. **Employment.** City hereby employs Employee in accordance with Article III, Section 3 of the City’s Charter and Employee hereby accepts such employment, upon the terms and conditions set forth in this written agreement of employment. The parties intend to create a written agreement of employment in accordance with MCA §39-2-912(2) and therefore agree that this agreement and the City’s Job Description attached hereto constitutes the entire agreement between the parties and that no oral promises, representations or warranties have been made or are an enforceable part of this agreement.
 - 1.1. Employee shall serve as the City’s Planning Director. The City has classified the position as an Exempt/Non-Union Position as contained in the Job Description attached hereto and incorporated herein. Employee shall commence employment under this Agreement upon approval by the City Council.
 - 1.2. Employee shall perform the essential duties and responsibilities contained in the attached Job Description and shall report directly to the City’s Mayor and/or Chief Administrative Officer.
 - 1.3. The Employee shall not be reassigned from the position of City Planner Director to another position without the Employee’s prior express written consent.
 - 1.4. The Employee shall be subject to passing a pre-employment drug test.
2. **Salary.** City shall compensate Employee, as an Exempt, Non-Union, Salary Employee as follows:
 - 2.1. City shall pay Employee for services rendered pursuant hereto an annual salary in the sum of \$55,120.00 payable in equal installments at the same time as other employees of the City are paid. Employee is eligible for an annual increase on the anniversary of the Employee’s start date of this Agreement. Employee’s annual increase shall be calculated at the same percentage equal to other non-union employees, of the then current salary of the Employee.
 - 2.2. Expenses: City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee (i.e. official travel, etc.), and hereby agrees to reimburse or to pay reasonable expenses and the City Treasurer, upon approval by the Mayor, is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

2.3. Taxes: All payments made to and on behalf of Employee under this agreement are subject to withholding of any required federal, state or local income and employment taxes.

3. **Term.**

3.1. The term of this agreement shall be for four (4) years commencing the date the City Council approves the agreement. The City Council may extend or renew the agreement as desired, upon recommendation by the Mayor.

3.2. The Employee's regular schedule shall conform to normal City business hours, Monday through Friday from 8:00am to 5:00 pm. The Employee understands that in some occasions, the Employee may work outside of these normal business hours to attend meetings, conferences, training, or other duties.

3.3. Nothing in this agreement shall prevent, limit or otherwise interfere with the authority of the Mayor to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 7, Paragraphs 7.1 through 7.6, of this agreement.

3.4. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position with City, subject only to the provision set forth in Section 7, Paragraphs 7.5 and 7.7 of this agreement.

3.5. Employee agrees to remain in the exclusive employ of the City and to not accept any other employment, or to become employed, by any other employer unless termination is affected as hereinafter provided. The term "employ and/or employed" shall not be construed to include occasional teaching, writing, consulting or military (Reserve, National Guard, or Auxiliary) service performed on Employee's time off or while under official orders.

4. **Suspension.** The Mayor may suspend the Employee in accordance with the City's Personnel Policy Manual at any time during the term of this agreement. Notice of suspension shall be made by the Mayor, in writing, identifying the start and end dates of suspension and reason for suspension.

5. **Benefits.** The City shall provide Employee the following benefits:

5.1. The City shall provide Employee the same benefits provided its other non-union exempt employees under the City's Personnel Policy Manual, as amended, and as required by applicable state and federal law.

6. **Representations and Warranties.** Employee represents that he/she shall attain and maintain the standard of personal and professional conduct required by the City; the résumé and/or employment application furnished to the City are true and accurate in all respects, are not misleading, and do not omit the provision of any material information; that the education and experience of Employee is as stated in the resume and/or application; that Employee is in good health; that the Employee knows of no present condition which now or in the future may adversely affect his/her health or his/her ability to perform his/her job; and that the Employee has fully disclosed to the City all facts which are material to the City's decision to employ the Employee.

7. Termination of Employment.

- 7.1. This agreement and Employee's employment immediately terminate upon Employee's death or finding or determination of a disability that prevents the Employee from performing the essential duties and responsibilities of the assigned position.
- 7.2. If the Mayor terminates Employee without cause and Employee is willing and able to perform his/her duties under this agreement, then the City shall pay the Employee a severance payment equivalent to four (4) calendar months of the Employee's then current salary. Employee shall also be compensated for all accrued and remaining vacation leave, computed on an hourly basis determined by dividing the Employee's then current annual salary by 2080 hours, and in accordance with the City's Personnel Policy Manual. The City shall comply with all IRS rules and regulations governing severance pay and tax withholding requirements.
- 7.3. If the Employee is terminated "for cause" or voluntarily resigns his/her employment, the City has no obligation to pay the severance payment provided in this paragraph. Employee shall receive payment for any remaining vacation balance as described in this paragraph. For cause means any legitimate business reason, or as otherwise defined by Montana law.
- 7.4. During the effective date of this agreement, if the City involuntarily reduces the Employee's salary or otherwise refuses to comply with any provision of this agreement that benefits Employee, he/she, at his/her option, may elect to be considered terminated without cause entitling him/her to the severance payment provision contained in paragraph 7.2.
- 7.5. If the Employee resigns following a formal suggestion by the Mayor that the Employee resign for no cause, the Employee, may at his/her option, elect to be considered terminated at the date of such suggestion entitling him/her to the severance payment provision contained in paragraph 7.2.
- 7.6. If the City's Mayor terminates the Employee without cause at any time during the six (6) calendar months subsequent to the seating and swearing-in of a newly elected Mayor while the Employee is willing and able to perform his duties under this agreement, the City shall pay the severance sum provided in paragraph 7.2 above.
- 7.7. If the Employee voluntarily resigns his/her position with the City, he/she must provide the City with thirty (30) calendar days advance notice, unless the parties otherwise agree in writing.
- 7.8. If Employee's termination results from death or disability, the City's final compensation to the Employee is limited to payment for services rendered to date and payment for any accrued and remaining vacation leave in accordance with the City's Personnel Policy Manual.
- 7.9. If the Employee's termination results from cause, the City's final compensation to Employee is limited to payment for services rendered to date in accordance with the City's Personnel Policy Manual, and payment for any accrued and remaining vacation leave calculated at the then current salary.
- 7.10. Conditioned upon the City fulfilling its obligations to pay the Severance Amount, the Severance Benefits and the Current Obligations, upon a Unilateral Severance, the

Employee waives and releases the Employee's rights to continued employment with the City and the parties waive and release the right to a hearing on the issue of good cause. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.

8. **Confidentiality.** Employee acknowledges that during his/her course of employment he/she might obtain and gather confidential information regarding the City's operations or employees. Employee further acknowledges that all confidential information is the City's property and in no event shall the Employee disclose such information to any person or entity unless disclosure is requested by the City or required by law.
9. **Performance Evaluation.** The City's Mayor and/or Chief Administrative Officer (herein after "CAO") shall review and evaluate the performance of the Employee at least once annually. The review shall occur on or about the Employee's anniversary date of hire. The review and evaluation shall be in accordance with specific criteria which may be modified as the Mayor/CAO may, from time to time, determine necessary and proper, in consultation with the Employee. The Employee shall provide the Mayor/CAO a self-evaluation at least two weeks prior the annual joint evaluation. The Mayor/CAO shall personally review the evaluation with the Employee and provide the Employee an adequate opportunity to discuss the evaluation.
 - 9.1. In the event the Mayor/CAO determines that the evaluation instrument, format and/or procedure are to be modified, and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
 - 9.2. Unless the Employee expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Employee shall at all times be conducted in a meeting with the Mayor/CAO and shall be considered private to the maximum and full extent permitted by law. Nothing herein shall prohibit the Mayor/CAO or the Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
10. **Professional Development.** City shall budget and pay for the travel and subsistence expenses of Employee for short courses, institutes, certifications, and seminars that are necessary for his/her professional development for the good of the City, pending available funding. The City desires the Employee join and participate in professional organizations including, but not limited to, the Montana Association of Planners, Association of Montana Floodplain Managers, and American Planning Association. The City shall pay Employee's membership dues and annual conference fees to encourage such membership and attendance.
11. **Bonding.** City shall bear the full cost of any fidelity or other bonds required of the Employee under its Charter or any applicable law or ordinance.

12. **Other Terms and Conditions of Employment.** The Mayor and/or CAO, in consultation with the Employee, shall fix other terms and conditions of employment, as they may determine necessary from time to time, relating to the performance of the Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City's Charter, Ordinances or any other applicable law.
13. **Indemnification.** City shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, costs and attorney's fees incurred in any legal proceedings, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. The City may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon. The obligations of the City under this section shall not apply if:
- The conduct of the Employee complained of constitutes oppression, fraud or malice, or for any reason does not arise out of the course and scope of the Employee's employment; or,
 - The conduct of the Employee complained of constitutes a criminal offense as defined under Montana law; or,
 - The Employee compromised or settled the claim without the consent of City; or,
 - The Employee fails or refuses to cooperate reasonably in the defense of the case.
14. **Availability.** Employee acknowledges that they must be available by either cellphone or telephone after work hours in cases of emergency. Employee shall provide the Mayor/CAO and appropriate department heads his/her contact information for after hour emergency notifications. The City does not require the Employee to be on-call, simply available by telephone if an emergency should arise for purposes of notification.
15. **Miscellaneous.** This agreement contains the entire agreement and supersedes all prior letters, agreements, and understandings, oral or written, with respect to the subject matter hereof. This agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought. This agreement shall be construed and enforced in accordance with the City's Charter, Ordinances and applicable laws of the State of Montana.
16. **Personal Agreement.** The obligations and duties of the Employee hereunder shall be personal and not assignable to any person or entity, although the agreement is binding and shall inure to the benefit of Employee's heirs and executors at law.
17. **Notices.** Notices pursuant to this agreement shall be given in writing by deposit in the custody of the United States Postal Services, certified postage prepaid, addressed as follows:
- If to the City: Office of the Mayor, P.O. Box 10, Laurel, MT 59044; and
 - If to the Employee: Nicholas Altonaga, 3922 Victory Circle APT #85 Billings, MT 59102

Notice shall be deemed delivered and received as of three business days after the date of deposit of such written notice in the course of transmission in the United States Postal Service. Either party may, from time to time by written notice to the other party, designate a different address for notice purposes. The Employee shall provide the City a current mailing address when relocation is complete.

18. Renegotiation. The Parties may commence negotiation of a subsequent employment agreement six (6) months prior to the expiration of this employment agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on August __, 2019. This agreement is contingent upon its approval via Resolution of the City Council.

EMPLOYEE

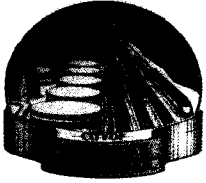
CITY OF LAUREL

Nicholas Altonaga

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk-Treasurer



CITY OF LAUREL

POSITION DESCRIPTION

TITLE: PLANNING DIRECTOR	FLSA STATUS: EXEMPT
ACCOUNTABLE TO: CHIEF ADMINISTRATIVE OFFICER	POSITION STATUS: REGULAR FULL-TIME

Job Summary:

Under administrative direction, performs a variety of routine and complex technical and professional work in the current and long-range planning for the City and the development and implementation of land use and related policies and regulations.

Scope of Responsibility:

This position reports directly to the Chief Administrative Officer. This position has supervisory responsibilities over the building and code enforcement departments.

Essential Duties and Responsibilities:

1. Serves the City of Laurel in a Department Head capacity:
 - 1.1 Plans, directs, and coordinates a comprehensive program designed to assure a high quality level of services.
 - 1.2 Recommends overall goals for city planning operations.
 - 1.3 Provides advice and counsel to the Mayor and the City Council in relation to projects and developments.
 - 1.4 Maintains close working relationships with other City department heads.
 - 1.5 Initiates and follows sound organization, administrative practices, and policies; Effectively utilizes resources.
 - 1.6 Applies for and administers grants received by the city.
 - 1.7 Receives and answers citizens' complaints and inquiries.
 - 1.8 Establishes rapport with contacts through effective communication
 - 1.9 Serves as a member of various staff committees as assigned.
2. As the City's key coordinator for planning activities:
 - 2.1 Coordinates and manages the City's Growth Policy, including but not limited to:
 - 2.1.1 Planning for and encouraging a diversity of housing options with regard to affordability, styles, and size.
 - 2.1.2 Encouraging economic development, including the promotion of a diversity of business types and sizes with a particular emphasis on the development of family-wage jobs.
 - 2.1.3 Assists with and promotes transportation systems that encourage environmental friendly alternatives, i.e., bike lanes, paths and trails, high quality sidewalks and other walking links, etc.
 - 2.1.4 Reviews, researches, prepares reports, and recommends changes in the City's current and long-term plans, as well as in zoning and land use regulations.

- 2.2 Evaluates land use proposals for consistency to adopted plans and ordinances; evaluates the development impact of proposals, as related to adopted plans of the City, and makes recommendations.
 - 2.3 Evaluates land use applications and site plans for compliance with applicable local, State, and Federal laws. Monitors assigned land use applications through the approval stages, and prepares reports and related data as required.
 - 2.4 Provides staff support to the Laurel City-County Planning Board.
 - 2.5 Attends and participates in all meetings of the Laurel City-County Planning Board.
 - 2.6 Prepares planning reports and supporting data, including recommendations on various land use proposals.
 - 2.7 Assists in designs for parks, streetscapes, landscapes, and other municipal projects.
 - 2.8 Applies for and administers the Laurel Transit Grant and public transit system.
 - 2.9 Evaluates land use for floodplain administration as the City Floodplain Administrator.
 - 2.10 Provides staff support to the City Tax Increment Finance District and committees formed by the City Council.
3. As the City's primary source of planning, zoning, and land use information:
 - 3.1 Provides information on land use regulations, zoning ordinances, growth policies, and procedures for addressing growth and change in the community to the public, other City staff, the Mayor, the City Council, and to other professionals, developers, and contractors.
 - 3.2 Gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates planning activities with other departments and agencies.
 - 3.3 Conducts technical research studies and prepares statistical reports and recommendations for drafting or revising local legislation and plans, projecting trends, monitoring socio-economic data, etc.
 - 3.4 Assists City staff in the enforcement of local ordinances and in interpreting City codes and master plans.
 - 3.5 Updates community maps; prepares graphics and maps for reports, plans, grant applications, publications, or meetings.
 - 3.6 Assists in maintaining the database of information for planning purposes.

Minimum Qualifications:

- Graduation from an accredited four-year college or university with a Bachelor's degree in land-use planning, urban planning, or a closely related field.
- Minimum of five years of experience as a land use planner for a public agency or consulting firm.
- AICP Preferred.
- Demonstrated knowledge of zoning and subdivision theory and history and of comprehensive planning, including rationale, creation, and enforcement.
- Knowledge and skill in the operation of computers and computer software, including Word, Excel, and PowerPoint; working knowledge of ArcView a plus.
- Ability to express oneself effectively in all avenues of communication.

Personal Attributes/Skills Required or Preferred:

- Collaborative problem-solving and negotiating skills.
- Ability to develop, implement, and maintain effective record-keeping systems, procedures and policies.
- Ability to lead large and small projects from inception to completion with close attention to detail.

- Ability to keep certain proprietary information confidential.
- Ability to establish effective working relationships; and communicate professionally with the public.
- Ability to exercise discretion, tact, courtesy, and patience with difficult internal and external customers.

Physical Demands & Working Conditions

The position requires some standing, bending, stooping, sitting, walking, reaching, talking and hearing. The employee must frequently lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision. Most work is in normal office environment, with occasional visits to various planning sites within the Laurel City/County Planning jurisdiction.

Item Attachment Documents:

3. Resolution - Resolution of the City Council Approving a Small Grant Program Proposed by the Laurel Urban Renewal Agency

RESOLUTION NO. R19-__

**A RESOLUTION OF THE CITY COUNCIL APPROVING THE PROPOSED
GENERAL SMALL GRANT PROGRAM AS REQUESTED BY THE
LAUREL URBAN RENEWAL AGENCY.**

WHEREAS, the City Council created the Laurel Urban Renewal Agency (LURA) pursuant to Ordinance No. 08-09 as codified at Title 18, Chapters 18.02 and 18.04 of the Laurel Municipal Code to provide input and recommendations regarding the most effective uses of resources gained from the Tax Increment Finance (TIF) District; and

WHEREAS, the City Council appointed a LURA Board of Commissioners pursuant to Resolution No. R08-123 who are responsible for providing guidance and recommendations to the City Council as to the best use of unencumbered available tax increment funds consistent with the Urban Renewal Plan that was additionally adopted by the City Council and codified at Chapter 18.04.020 of the Laurel Municipal Code; and

WHEREAS, the LURA Board is requesting and recommending that the City Council create an additional grant program to be known as the General Small Grant Program to allow the use of tax increment funds, on an availability basis, as further described in the attached Program Description and Application Process; and

WHEREAS, the City Council has reviewed the attached Program Description and Application Process and finds it is consistent with the goals and objectives contained in the City's Urban Renewal Plan and is in the best interest of the City of Laurel and its citizens.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the attached General Small Grant Program is hereby approved.

Introduced at a regular meeting of the City Council on August 20, 2019 by Alderperson _____.

PASSED and APPROVED by the City Council of the City of Laurel this 20th day of August 2019.

APPROVED by the Mayor this 20th day of August 2019.

CITY OF LAUREL

Thomas C Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam Painter, Legal Counsel

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

6/19/2019

Regarding the Establishment of a General Small Grant Program under the Laurel Urban Renewal Agency

Mr. Mayor and City Council Members,

Laurel Urban Renewal Agency board members and city staff have discussed the establishment of a Small Grant Program since the Fall of 2018. There is an identified need for smaller-scale grants for residents, property owners, and business owners that could be utilized for the types of projects that are eligible under the Large Grant program. Currently eligible projects under the Large Grant Program include but are not limited to:

Demolition/Abatement of Structures	Sidewalks, Curbs, Gutters
Green space and water ways	Crosswalks
Improvement of Pedestrian Areas	Structural Repair
Street & Alley Surface Improvements	Public Utilities
Energy Efficiency Improvements	Intersection signals
Off Street Parking for Public Use	Pollution Reduction
Historical Restorations	Bridges and Walkways

This general Small Grant Program would provide funding for projects up to \$5,000 in scale and be subject to approval by the LURA Board and the City Mayor. The City Planner and the LURA Board would review, discuss, and approve projects according to the review criteria identified in the LURA Grant Program Information packet. The City Planner will work with the City Clerk-Treasurer to establish the viability of this program within the established budget. Thank you for your consideration on this matter.

Nicholas Altonaga

City Planner



Laurel Urban Renewal Agency

General Small Grant Program
Draft 1: 6/19/19

Purpose:

To provide funding support to residents, property owners, and business owners for small-scale improvement, development, and restoration projects within the Laurel Tax Increment Finance District.

Funding:

The general small grant program provides funding for up to \$5,000 to individual eligible projects. Any project over \$5,000 will be referred to City Council for review under the Large Grant Program. Funding Availability for the general Small Grant Program will be determined by the City Planner and City Clerk-Treasurer on an annual basis.

Applicants are reminded that grant awards made by the LURA Board are discretionary in nature and should not be considered an entitlement by the applicant. All grant criteria contained herein are guidelines for awards and successful applicants may receive any amount up to the maximum award. Should an application meet all grant criteria, a grant may or may not be awarded at the committee's discretion due to funding limitations, competing applicants, and/or competing priorities

Application Process:

1. Contact the Planning Department for program details, application form, and information packet.
2. Prepare and submit a grant application for a chosen project to the Planning Department.
3. Grant applications are placed on the next available LURA Board meeting agenda.
4. LURA Board meets to review, discuss, and approve, conditionally approve, or deny applications.
5. Applicants are notified of application status.
6. Applicant submits invoices with proof of payment to Planning Department.
7. City staff process invoices and applications for final approval and reimbursement of funds.

The General Small Grant Program is open to current residents, property owners, business owners, and developers within the TIF District. The Committee will review applications on a first come, first serve basis for the duration of funding availability. Projects that are approved by the LURA Board membership will be processed by the City Planner and subject to final review, approval, and reimbursement by the Office of the City Mayor. Applications that are denied by the Committee may be re-submitted the following funding cycle.

Please contact the Laurel City Planner for questions on the program and to receive grant information and application forms.

Eligible Projects (MCA 7-15-4288):

- Demolition/Abatement of Structure for Removal of Blight
- Sidewalks, Curbs, Gutters
- Public Utilities
- Intersection Signals & HAWK Crossing
- Street & Alley Surface Improvements
- Crosswalks
- Green Space & Water Ways
- Improvement of Pedestrian Areas
- Historical Restorations
- Off Street Parking for Public Use
- Bridges & Walkways
- Pollution Reduction
- Structural Repair
- Energy Efficiency Improvements

Conflict of Interest Policy:

The intent of the General Small Grant Program is to provide assistance to those who would not normally have access to certain professional services who, because of cost, are unable to obtain project improvement assistance. Participating applicants and contractors are ineligible to receive Small grant funding for projects in which the firm, firm owners, employees, or members of their immediate family have a financial or ownership interest. This policy is in effect for the duration of the grant assignment only and does not prohibit a participating professional's involvement in the future.

Planning Department:

115 W. First St.
 Laurel, MT 59044
cityplanner@laurel.mt.gov
 406-628-4796 ext. 5

Item Attachment Documents:

4. Resolution: A Resolution Approving The Annexation Of Lot 18 Nutting Brothers Subdivision 2nd Filing And Lots 19-25 Nutting Brothers Subdivision 3rd Filing, As An Addition To The City Of Laurel, Montana.

RESOLUTION NO. R19-_____

A RESOLUTION APPROVING THE ANNEXATION AND ZONING OF LOT 18, NUTTING BROTHERS SUBDIVISION 2ND FILING AND LOTS 19-25, NUTTING BROTHERS SUBDIVISION 3RD FILING, LEGALLY DESCRIBED AS: SECTION 10, TOWNSHIP 2 SOUTH, RANGE 24 EAST, AS AN ADDITION TO THE CITY OF LAUREL, MONTANA.

WHEREAS, Goldberg Investment LLP (“Goldberg”) submitted an annexation request and zoning request for Lot 18, Nutting Brothers Subdivision 2nd Filing and Lots 19-25, Nutting Brothers Subdivision 3rd Filing, described as: Section 10, Township 2 South, Range 24 East, containing approximately 32.56 acres of land located near the city limits of the City of Laurel, and such described property to be referred herein as “Developer Tracts” is consistent with the Annexation Agreement which is to be executed along with this resolution; and

WHEREAS, the requested zoning is Residential Limited Multi-Family (RLMF) for Nutting Bros 2nd Filing Lot 18 and Nutting Bros 3rd Filing Lots 19-24 and Community Commercial (CC) for Nutting Bros 3rd Filing Lot 25; and

WHEREAS, the City Planner prepared staff reports regarding the annexation and zoning requests and recommends the approval of the annexation and zoning requests based on the criteria, analysis and findings contained in the Staff Reports dated November 21, 2018 and January 7, 2019 which are attached hereto and incorporated herein; and

WHEREAS, the Laurel City-County Planning Board considered the annexation and zoning requests at their January 3, 2019 meeting and recommended approval of the annexation and zoning requests that were submitted by Goldberg; and

WHEREAS, the City Council held a public hearing to gather evidence from the public regarding the annexation and zoning requests in which no objections were noted or received into the record; and

WHEREAS, the City Council reviewed the Laurel City-County Planning Board Minutes, contents of their file, and the City Planner’s Staff Reports dated November 21, 2018 and January 7, 2019, and based upon all documents contained in the official record, the City Council hereby adopts the Findings of Fact and Conditions of Approval, as its own Findings and Conditions as incorporated herein; and

WHEREAS, Goldberg has provided a Title Guarantee regarding title and ownership concerns on the originally filed subdivision documents which were identified and presented by City staff at the City Council Workshop on February 26, 2019 and subsequently discussed at length with Goldberg; and

WHEREAS, Goldberg has provided an updated Annexation Agreement that shall be executed along with this resolution which meets city requirements, satisfied the comments of city staff, and is in the best interests of the city; and

WHEREAS, the City Council of the City of Laurel has determined that it is in the best interests of the City and the inhabitants thereof, and of the land owner that the requested annexation and zoning be approved as recommended by the Laurel City-County Planning Board, and that in accordance with the conditions for approval included in the attached Staff Report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby approves the annexation and zoning requests filed by Goldberg Investment LLP subject to and in accordance with all the terms and conditions contained in the attached Staff Reports attached hereto and incorporated herein; and

BE IT FURTHER RESOLVED, the City Council hereby adopts the Findings of Fact contained in the attached Staff Report as its own; and

BE IT FURTHER RESOLVED that the City Council hereby approves the annexation and zoning requests submitted by Goldberg Investment LLP subject to and in accordance with all the terms and conditions contained in the attached Staff Report as follows:

1. Pursuant to MCA Section 7-2-Part 46 the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in the Request for Annexation as additionally described below.
2. Pursuant to MCA §7-2-4211, the annexation specifically includes the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed.
3. The owner of record of the territory annexed to the City of Laurel has executed a Request for Annexation and a Plan of Annexation.
4. The following described territory is hereby annexed to the City of Laurel:

Nutting Bros 2nd Filing, S10, T02 S, R24 E. Lot 18 and Nutting Bros 3rd Filing, Lots 19-25 (32.56 acres) according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County, and the annexed property includes the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed.
5. The Zoning for the annexed territory described above shall be Residential Limited Multi-Family (RLMF) for Nutting Bros 2nd Filing Lot 18 and Nutting Bros 3rd Filing Lots 19-24 and Community Commercial (CC) for Nutting Bros 3rd Filing Lot 25.
6. Goldberg Investment LLP shall complete and satisfy all of the conditions contained in the Staff Report dated January 7, 2019, attached hereto and incorporated herein, before the annexation is finalized by recording the Resolution.
7. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder.

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

Introduced at a regular meeting of the City Council on August 20th, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 20th day of August, 2019.

APPROVED by the Mayor this 20th day of August, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

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

City Of Laurel

P.O. Box 10
Laurel, Montana 59044



Office of the City Planner

August 7, 2019

Regarding the Proposed Yard Office Annexation of Nutting Bros 2nd Filing Lot 18 and Nutting Bros 3rd Filing Lots 19-25

Mayor and City Council,

I request that the Council consider the previously proposed Yard Office Annexation of Nutting Bros 2nd Filing Lot 18 and Nutting Bros 3rd Filing Lots 19-25. This annexation was discussed at the Planning Board Meeting on January 3rd, 2019 and at City Council Workshops on January 29th 2019 and February 26th 2019. The annexation was taken off the Council agenda due to issues relating to the initial plat and possible ownership and title concerns. Performance Engineering investigated the concerns raised after these Workshop sessions and a subsequent meeting with City and County staff.

Performance Engineering has now provided:

- A Title Guarantee regarding the title and ownership issues previously raised,
- An updated Annexation Agreement which satisfied the City Planner, Public Works Director, and City Attorney's comments, and
- A map detailing the area proposed for annexation.

City staff believes that the annexation is now ready to be reviewed by City Council members for possible approval. Thank you for your consideration of this matter,

Nicholas Altonaga

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

City Planner

Return to:
Performance Engineering
608 North 29th St.
Billings, MT 59101

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this ____ day of _____, 20____, by and between Goldberg Investments, LLC, P.O. Box 909, 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:

Lot 18 Nutting Bros 2nd Filing and Lots 19-25 Nutting Bros 3rd Filing; 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 way of accesses along East 8th Street and Yard Office Road. Access locations and all proposed interior roads shall be evaluated and reviewed at the time of

subsequent subdivision review by the CITY. All roads and accesses shall meet City of Laurel standards.

DEVELOPER shall be responsible for widening the north half of East 8th Street and the installation of curb, gutter and pedestrian sidewalk along the Developer Tract frontage. DEVELOPER shall be responsible for widening the east half of Yard Office Road and the installation of stormwater facilities and pedestrian sidewalk along the Developer Tract frontage.

2. Sanitary Sewer. Developer Tracts shall be served by existing sanitary sewer main located in the alley between Locust Ave. and Mulberry Ave. DEVELOPER shall be responsible for connecting and extending a low-pressure sanitary sewer system from the Developer Tracts along East 8th Street to the existing sewer main at the time of subdivision prior to receiving a building permit for any development. Wastewater system development fees shall be paid by the lot owner and/or developer at the time of connection and shall be based on water service line size.
3. Water. Developer Tracts shall be served by an existing 8-inch water main along East 8th Street and Yard Office Road. DEVELOPER shall be responsible for connecting and extending the water system to the interior of the Developer Tracts at the time of subdivision prior to receiving a building permit for any development. Water system development fees shall be paid by the lot owner and/or developer at the time of connection and shall be based on water service line size.
4. Storm Drain. The CITY does not have existing curb and gutter infrastructure along East 8th Street or Yard Office Road. Curb and gutter will be installed along East 8th Street tying into existing drain ditches at its termination on either end. Storm ditches will be used to manage runoff along Yard Office Road with ditches tying into existing drainage ditches at either end of the frontage. The DEVELOPER shall manage storm drainage within the Developer Tracts in accordance with the City of Laurel and state of Montana Standards. DEVELOPER shall be responsible for constructing storm drain along the Developer Tract frontage of East 8th Street and Yard Office Road at the time of subdivision prior to receiving a building permit for any development. Any stormwater improvements completed within the City of Laurel right-of-way shall be reviewed and approved by the City of Laurel prior to construction.

Stormwater from future interior streets included within the boundary of the Developer Tracts will be collected and routed to a stormwater detention area located within the Developer Tracts. Stormwater can be released from the

detention area, at a rate not to exceed the pre-development runoff conditions, into existing City storm drains located in East 8th Street and Yard Office Road.

5. Right-of-Way. DEVELOPER shall dedicate 35-feet of right-of-way, measured from the centerline, to create East 8th Street right-of-way meeting the 70-foot residential collector width as shown in City Standards. DEVELOPER shall dedicate right-of-way for Eleanor Roosevelt Drive to achieve the 70-foot residential collector width, where possible, to meet City Standards. DEVELOPER shall dedicate 40-foot right-of-way, measured from centerline, along Yard Office Road to provide half of the commercial collector width as shown in City Standards. All right-of-way dedication shall be done either at the time of subdivision of the subject property or prior to issuance of a building permit on any of the subject lots.
6. Future Intersection Contributions. DEVELOPER shall be required to make cash-in-lieu contributions toward the improvement costs associated with the future intersection improvements, as outlined in an approved Traffic Impact Study (TIS) at the time of subsequent subdivision.
7. Late Comers Agreement. For any improvements made to water, sewer, or infrastructure by the DEVELOPER within public right-of-way and dedicated to the CITY, the CITY shall impose a Late Comers Agreement on any other user connecting to said improvements. The DEVELOPER shall be entitled to collect reimbursement of the proportionate share of the improvement costs upon connection by any other user for a period of 7 years. This agreement shall conform to L.M.C. Chapter 12.38.
8. Zoning. The CITY shall provide Residential-Light Multi-Family (RLMF) zoning to Lot 18 of the Nutting Bros Subdivision 2nd Filing and Lots 19-24 of the Nutting Bros Subdivision 3rd Filing and Community Commercial (CC) to Lot 25 of Nutting Bros Subdivision 3rd Filing upon execution of this agreement. Failure to implement zoning shall result in the remaining conditions of the agreement being null and void.
9. Other Public Improvements. For any other improvements not specifically listed in this Agreement, the CITY shall rely on the attached Waiver 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”

GOLDBERG INVESTMENTS, LLC

By: _____

Title: _____

STATE OF MONTANA)
 :SS
County of Yellowstone)

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

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

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

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

“CITY”

CITY OF LAUREL, MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 :SS
County of Yellowstone)

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

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

Approved as to Form:

City Attorney

Upon Recording Please Return to:

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

Waiver of Right to Protest

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

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

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

Lot 18 Nutting Bros 2nd Filing and Lots 19-25 Nutting Bros 3rd Filing; as well as all adjacent public right-of-way situated in Section 10, T02S, R24E, P.M.M., Yellowstone County, Montana / "Goldberg Sporting Estates"

WAIVER-1

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

Subdivider/Owner

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 *GOLDBERG INVESTMENTS, 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: _____



First American Title Company
1001 South 24th Street West Ste 200
Billings, MT 59102
Phone: (406)248-7877 / Fax: (406)248-7875

PR: AFFGRP

Ofc: 84 (14079)

Final Invoice

To: Tony Golden
1009 Phil Circle
Laurel, MT 59044

Invoice No.: 14079 - 841000254
Date: 05/13/2019

Our File No.: 731239
Title Officer: Trina Maurer
Escrow Officer:

Customer ID: TG4

Attention:
Your Ref.:

Liability Amounts

RE: Property:
Public Park and Yard Office Road, Laurel, MT 59044

Buyers: Yellowstone County
Sellers:

Description of Charge	Invoice Amount
Policy-Owner's Policy	\$150.00
INVOICE TOTAL	\$150.00

Comments:

Thank you for your business!

*To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department*

GUARANTEE

Issued by

First American Title Company
1001 South 24th Street West Ste 200, Billings , MT 59102
Title Officer: Trina Maurer
Phone: (406)248-7877
FAX: (406)248-7875



First American Title

Guarantee

Guarantee Face Page

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-731239



First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

3. NO DUTY TO DEFEND OR PROSECUTE.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



First American Title

Guarantee

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-731239

Subdivision or Proposed Subdivision: Preliminary Yard Office Road/Public Park

Order No.: 731239

Reference No.:

Fee: \$150.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Yellowstone County

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH YELLOWSTONE COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$5,000.00.

THAT according to those public records which, under the recording laws of the State of Montana, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

Parcel A:

Public Park, of Nutting Brothers Subdivision, Third Filing, in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #346313.

Parcel B:

That part of the S1/2N1/2 of Section 10, Township 2 South, Range 24 East of the Principal Montana Meridian, in Yellowstone County, Montana, described as follows:

**A 30 foot by 660 foot strip bounded on the West by Lot 25, Nutting Subdivision, Third Filing and Public Park, Nutting Subdivision, Third Filing;
Bounded on the East by the North-South Section line between Section 10 and Section 11.**

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Yellowstone County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Yellowstone County

(B) Parties holding liens or encumbrances on the title to said lands are:

1. 2019 taxes are an accruing lien, not yet payable.

(C) Easements, claims of easements and restriction agreements of record are:

2. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Yellowstone to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Yellowstone County.
3. Right-of-way granted to Montana Power Company, recorded in Book 71 of n/a, Page 597, under Document #124206.
4. Easement granted to Yellowstone Valley Electrification Association, recorded March 18, 1939 in Book 210 of n/a, page 246, under Document 3336539.
5. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision, recorded February 10, 1940, as instrument number Document #346313, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).

Date of Guarantee: May 02, 2019 at 7:30 A.M.

First American Title Company



By:

Authorized Countersignature



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

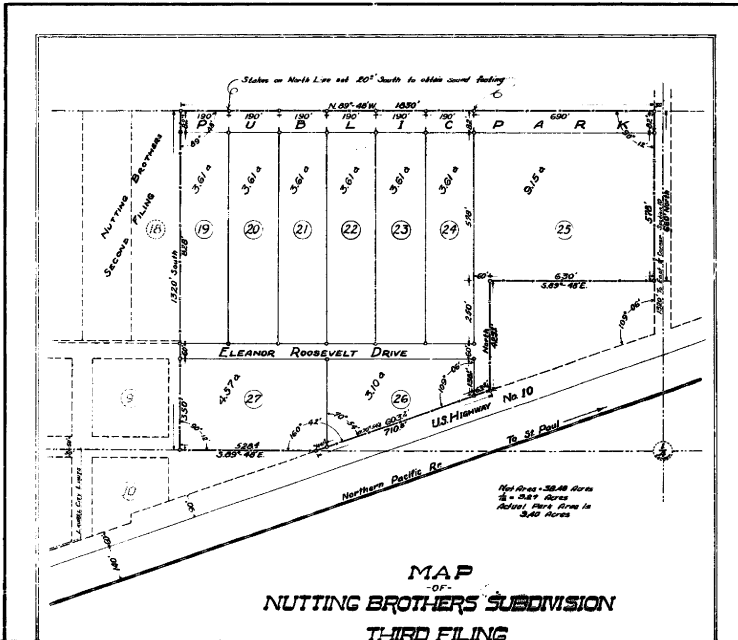
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

No 9-



PLAT
NUTTING BROTHERS SUBDIVISION THIRD FILING
 NUTTING BROTHERS, a CORPORATION
 TO THE PUBLIC
 STATE OF MONTANA, } S.S.
 COUNTY OF YELLOWSTONE }

This is to certify that Nutting Brothers, a corporation, of Laurel, Montana, has caused to be surveyed, subdivided and platted into tracts and highways as shown by the plat and certificate of survey herewith annexed, the following described tract of land, to-wit: beginning at a point 1320 feet North and 30 feet West of the quarter corner between Sections 10 and 11, Township 2 South, Range 24 East, M. 614, in Yellowstone County, Montana; thence North 89° 48' West 1330 feet; thence South 1320 feet; thence South 89° 48' East 3200 feet along the Section Line; thence North 70° 34' East along the Northern boundary line of U.S. Highway No. 10, 7108 feet; thence North 42° 25' East; thence South 89° 48' East 6305 feet; thence North 66° 03' West to the point of beginning to be known and designated as "NUTTING BROTHERS SUBDIVISION, THIRD FILING" and the land included in all highways shown on said plat are granted and donated to the use of the public forever.

ATTEST
[Signature]
 Secretary
 NUTTING BROTHERS
 By *[Signature]*
 President

STATE OF MONTANA, } S.S.
 COUNTY OF YELLOWSTONE }
 On this 11th day of January, 1940, before me, B.L. Price, a Notary Public for the State of Montana, personally appeared B.E. Nutting, known to me to be the president of the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

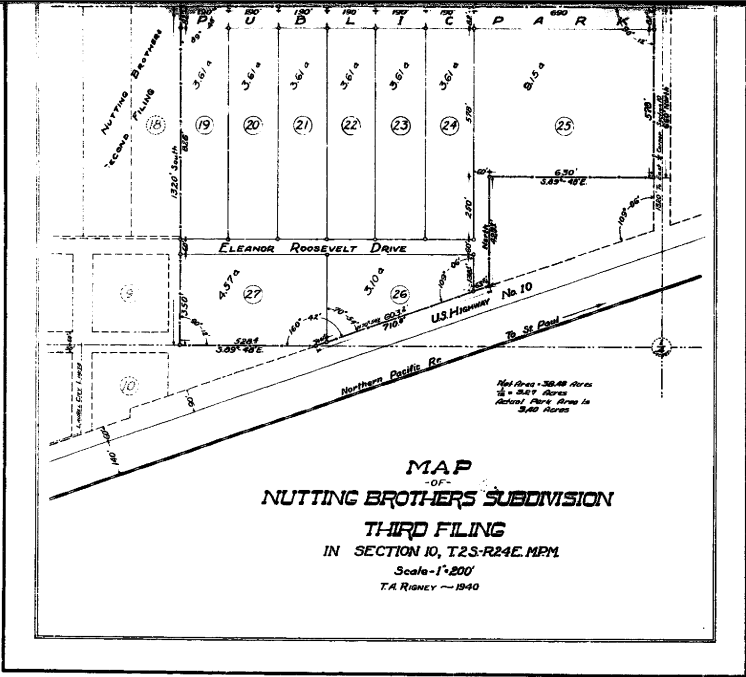
[Signature]
 Notary Public
 STATE OF MONTANA, } S.S.
 COUNTY OF YELLOWSTONE }

This is to certify that I executed the survey of NUTTING BROTHERS SUBDIVISION, THIRD FILING, on various dates and November 24th, 1939, in accordance with the request of the proprietor thereof and in conformity with Chapter 350, Revised Codes of Montana, 1935, and that said plat is strictly in accordance with the work on the ground. In file monuments were set of public lands by a mark (X) as follows:

Subscribed and sworn to before me this 11th day of January 1940
[Signature]
 Notary Public

STATE OF MONTANA, } S.S.
 COUNTY OF YELLOWSTONE }
 I, Geo. G. Oster, the County Clerk of Yellowstone County, Montana, do hereby certify that I have made examination of the records in my office and find from such examination that the land platted in the "NUTTING BROTHERS SUBDIVISION, THIRD FILING," as shown on the annexed plat is free of encumbrances.

County Clerk
 Subscribed and sworn to before me this 11th day of January, 1940



MAP
 -OF-
NUTTING BROTHERS SUBDIVISION
THIRD FILING
 IN SECTION 10, T2S-R24E.MPM.
 Scale - 1"=200'
 T.A. Roney - 1940

65° 40' 200' feet, thence North 100° 00' feet to the point of beginning, etc. and designated as "NUTTING BROTHERS SUBDIVISION, THIRD FILING" and the land included in all highways shown on said plat are granted and donated to the use of the public forever.

ATTEST
[Signature]
 Secretary

NUTTING BROTHERS
 Dr. B. E. Nutting
 President

STATE OF MONTANA } SS
 COUNTY OF YELLOWSTONE }

On this 11th day of January, 1940, before me, B.L. Price, a Notary Public for the State of Montana, personally appeared B.E. Nutting, known to me to be the president of the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

[Signature]
 Notary Public for the State of Montana

STATE OF MONTANA } SS
 COUNTY OF YELLOWSTONE }

This is to certify that I executed the survey of NUTTING BROTHERS SUBDIVISION, THIRD FILING, on various dates and November 24th, 1939, in accordance with the request of the proprietor thereof and in conformity with Chapter 300, Revised Codes of Montana, 1935, and that said plat is strictly in accordance with the work on the ground. In WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

[Signature]
 Civil Engineer and Surveyor

STATE OF MONTANA } SS
 COUNTY OF YELLOWSTONE }

I, Geo. C. Oakes, the County Clerk of Yellowstone County, Montana, do hereby certify that I have made examination of the records in my office and find from such examination that the land platted in the "NUTTING BROTHERS SUBDIVISION, THIRD FILING," as shown on the annexed plat is free of encumbrances.

[Signature]
 County Clerk

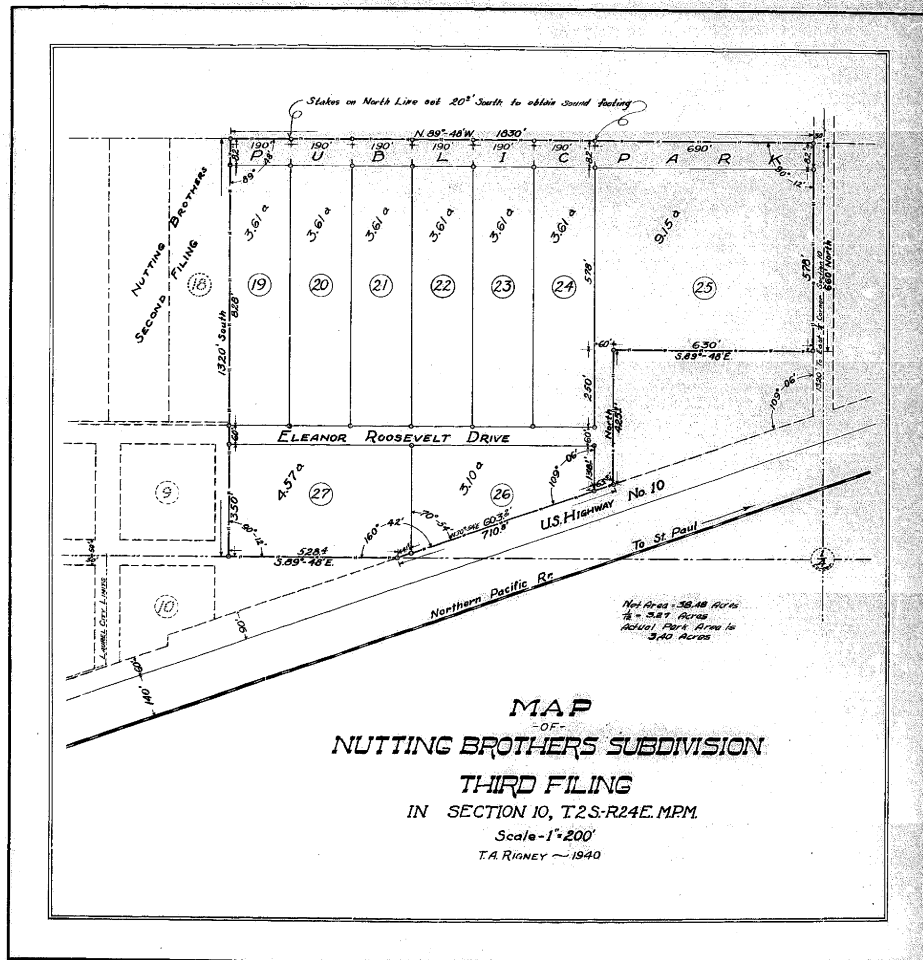
STATE OF MONTANA } SS
 COUNTY OF YELLOWSTONE }

We, the undersigned, Members of the Board of County Commissioners, County Clerk and County Surveyor, respectively, of Yellowstone County, Montana, hereby certify that we have examined the annexed plat of "NUTTING BROTHERS SUBDIVISION, THIRD FILING," which was prepared in duplicate by the proprietor and submitted to the Board of County Commissioners for its examination and approval, and the same is hereby approved, if any undesignated and unperfected and not even designated to such purposes, shown thereon, of the said plat.

[Signature]
 County Clerk
[Signature]
 County Surveyor

[Signature]
 Board of County Commissioners

Subscribed and sworn to before me this 11th day of January 1940.
 FILED: January 10, 1940 at 11:32 a.m. at Great Falls, M.T.
[Signature]
 County Clerk



the event that said second party fails to so insure said premises said first parties may insure the same and add the amount so paid for insurance to the principal sum due under this contract, which must be paid by said second party before he shall be entitled to a deed as hereinafter stated.

When said first parties shall have paid for said lots, they have the privilege of mortgaging said premises, subject to the terms of this contract, and the party of the second part agrees to assume said mortgage, providing that the interest is the same as stipulated in this agreement.

When said second party has been paid all the sums required by this contract, first parties agree to deliver to him a good and sufficient deed, conveying a good merchantable title to said premises, and also an abstract of title, showing such merchantable title.

In the event that said second party shall fail to make any of the above named payments when due, then upon sixty (60) days' notice in writing to said second party, said first parties may declare this agreement forfeited, and in the event of such forfeiture shall be entitled to retain all sums paid hereunder for rent and for liquidated damages for breach of this agreement. The parties hereto expressly agree that it is impossible to estimate the actual damage.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this instrument, this 26th day of July, A. D. 1919,

W. B. Denney
Ada E. Denney,
Parties of the first part.
W. L. Claflin
Party of the second part.

STATE OF MONTANA)
County of Yellowstone) ss.

On this 26th day of July, in the year 1919, before me, T. F. Shea, Notary Public in and for said State, personally appeared W. B. Denney, Ada E. Denney and W. L. Claflin, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



T. F. Shea
Notary Public for — state of Montana.
Residing at Billings, Montana.
My commission expires Nov. 28, 1919.

Filed for record this 28th day of July, A. D. 1919, at 9:30 o'clock A. M.

F. E. Williams, County Recorder.

SUZELTA BROTHERS, A MONTANA CORPORATION,
TO RIGHT OF WAY DEED.

THE MONTANA POWER COMPANY.
Nutter Bros., a Montana Corporation, in business at Laurel, in the County of Yellowstone, Montana, in consideration of One Dollar now paid, grant to The Montana Power Company, a corporation, the right to erect and maintain an electric transmission system and telephone system, over, along and across the following described real prop-

... line beginning at a point on the south line between lots fifteen and sixteen of
Clark Subdivision Section Three Tiling in Section 10 Township 2 north of Range 15
east of Montana P. M., thence running north between said lots 15 and 16 to a point on
the north line of the south half or the north half of the said sec. 10 which is two hundred
and four hundred thirty feet east of the east line of the said Sec. 10, and thence running
along this said north line to the east line of said section 10.

WITNESS my hand this 18th day of July 1919,

Hutting Brothers, a Montana Corporation
by H. B. Nutting Pres.

STATE OF MONTANA,
County of Carbon ss.

On this 18th day of July, in the year 1919, before me, M. A. Logan, a Notary
Public in and for the State aforesaid, personally appeared H. B. Nutting known to me
to be the person whose name is subscribed to the within instrument and acknowledged to me
that he executed the same.

MY SINCERE WISDOM, I have hereunto set my hand and affixed my notarial seal on the
day and year in this certificate first above written.

M. A. Logan



Notary Public for the State of Montana,
residing at Red Lodge, Montana. My commission
expires Oct 10, 1920.

Filed for record on this 28th day of July, 1919, at 11:00 o'clock A. M.

W. A. Kinsman, Deputy.

F. E. Williams, County Recorder.

EXHIBIT: THREE U. S. Documentary Internal Revenue Stamps attached and cancelled.

SUBSCRIBER: SUBURBAN HOMES COMPANY,

WARRANTY DEED.

WITNESSETH:

THIS WARRANTY DEED, Made the 24th day of July in the year of our Lord one thousand
and nineteen between Suburban Homes Company, a Corporation duly organized
and existing under the laws of the State of Montana, the party of the first part, and
James and Emma Colwell of Billings, in the County of Yellowstone State of Montana,
parties of the second part.

WITNESSETH That the said party of the first part, for and in consideration of the
sum of One Dollar, currency of the United States of America, to it in hand paid by the
said parties of the second part, the receipt of which is hereby acknowledged, do hereby
grant, bargain, sell, convey, and confirm unto the said parties of the
second part, and to their heirs and assigns forever, the following described real
estate and being situate in the County of Yellowstone, in the State of Montana, and
particularly described as follows, to-wit:

The North Three (3) acres of Lot Four (4) in Clark Subdivision of the Northern
Quarter of Section Number Eleven (11) in Township Number One (1) South of Range
Number 15 East of the Montana Principal Meridian, containing three acres
more or less according to the plat thereof on file and of record in the office of the County
Recorder for said County, and more particularly described as follows, to-wit:
Beginning at the NE corner of Lot 4, thence running S 80 ft. thence E 510 ft.
thence N 80 ft. thence running S 80 ft. to the S. E. corner of Lot 4.

Deed Record Book No. 210, Yellowstone County, Montana

(NOTARIAL SEAL)



F. C. Scheidecker
Notary Public for the State of Montana.
Residing at Laurel, Montana.
My commission expires March, 8. 1940.

Filed for record on this 18th day of March, A.D. 1939, at 1:12 o'clock P.M.
By D. G. Backhoff, Deputy. George G. Osten, County Recorder.

336539

NUTTING BROTHERS CORPORATION
TO
YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION CONVEYANCE OF EASEMENT FOR RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That we, Nutting Brothers Corporation (his) of Laurel, Montana County of Yellowstone and State of Montana, in consideration of the sum of one and no/100 Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, warrant and convey unto the YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION, a corporation, whose Post Office address is Huntley, Montana, and to its successors and assigns, the right, privilege and authority to enter in and upon their lands situated in the County of Yellowstone, State of Montana, and described as follows, to-wit:

Land situated in the S $\frac{1}{2}$ of the NE $\frac{1}{4}$, Sec. 10, Twp. 2 S., Rge. 24 E. M.P.M. and to erect, construct, operate, replace, repair and to maintain over and across said lands and in or upon all roads, streets or highways abutting or in any way adjoining said property, an electric transmission and distribution line or system in suitable structural form for the transmission and distribution of electric current for any purpose whatsoever, including the right to trim any trees along said lines so as to keep the wires cleared at least 10 feet. This instrument applies to our line as now being constructed and no other.

IN WITNESS WHEREOF, I, we, have hereunto subscribed our, my name ... and seal ... this day of, A.D. 1938.

Witnesses:

L. A. Nutting Sec.



Nutting Brothers Corporation
By B. E. Nutting
Landowners

STATE OF MONTANA)
County of YELLOWSTONE) ss.

On this 11th day of March, 1939, before me, the undersigned personally appeared B. E. Nutting, known to me to be the president of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

(NOTARIAL SEAL)



Vincent J. De Mers
Notary Public for the State of Montana.
Residing at Huntley, Montana.
My commission expires August 19, 1940.

Filed for record on this 18th day of March, A.D. 1939, at 1:13 o'clock P.M.
By D. G. Backhoff, Deputy. George G. Osten, County Recorder.

336540

JOHN FOX AND WIFE
TO
YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION CONVEYANCE OF EASEMENT FOR RIGHT OF WAY No. 240
No. 238

KNOW ALL MEN BY THESE PRESENTS:

That we, John Fox and Katrine Fox (his wife, of Laurel, Montana. County of Yellowstone and State of Montana, in consideration of the sum of one and no/100 Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, warrant



Yellowstone County, Montana

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Orion Detail

Disclaimer: Not all fields are currently maintained. The accuracy of the data is not guaranteed. Please notify the Appraisal/Assessment Office (406-896-4000) of any inaccuracies.

[Back to Search Form](#)

[Property Tax Detail](#)

Owner Information

Primary Owner: YELLOWSTONE COUNTY (PARKS) [Ownership History](#)
Tax ID: D02650
Geo Code: 03-0821-10-2-11-11-0000
Property Address: YARD OFFICE RD LAUREL 59044
Legal Description: NUTTING BROS 2ND FILING, S10, T02 S, R24 E, Lot PARK, ADJ TO LTS 19 TO 25
 3.544 AC (02) (ANNEX 02)
Property Type : EP - Exempt Property

Site Data

Neighborhood Code:	03-0970-7 203.500	Location:	5 - Neighborhood or Spot
Parking type:		Fronting	1 - Major Strip or Central Business District%
Utilities:	0	Parking Prox	%
Lot Size:	3.544 Acres	Access:	1
		Topography:	1

Any comments or questions regarding the web site may be directed to the [Web Developer](#).



Yellowstone County, Montana

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Disclaimer: Not all fields are currently maintained. The [accuracy of the data is not guaranteed](#). Please notify the Appraisal/Assessment Office of any inaccuracies.

[Back to Search Form](#)

[Full Orion Detail](#)

Owner Information

***Please Note:** Owner information is supplied by the **Montana Department of Revenue**. To request updates to addresses or other ownership information, please **contact the DOR office at 896-4000**. Records for the current year will **not** be updated after tax bills have been sent out, so changes requested after you receive your bill will appear only on next year's records.

Tax ID: D02650

Primary Party

Primary Owner Name: YELLOWSTONE COUNTY (PARKS) [Ownership History](#)

2019 Mailing Address: YELLOWSTONE COUNTY (PARKS)
PO BOX 35000
BILLINGS, MT 59107-5000

Property Address: YARD OFFICE RD

Township: 02 S Range: 24 E Section: 10

Subdivision: NUTTING BROS 2ND FILING Block: Lot: PARK

Full Legal: NUTTING BROS 2ND FILING, S10, T02 S, R24 E, Lot PARK,
ADJ TO LTS 19 TO 25 3.544 AC (02) (ANNEX 02)

GeoCode: 03-0821-10-2-11-11-0000

[Show on Map](#) *(May not work for some newer properties.)*

Property Assessment Information

Levy District: LAUREL INSIDE

2018 Assessed Value Summary

Assessed Land Value = \$ 55,444.00

Assessed Building(s) Value = \$ 0.00

Total Assessed Value = \$ 55,444.00

The values shown for the given tax year are for taxation purposes only. They are supplied by the Department of Revenue. For questions about these values, please contact the Montana Department of Revenue, Appraisal/Assessment Office at [406-896-4000](tel:406-896-4000).

Rural SID Payoff Information

NONE

Property Tax Billing History

Year 1st Half 2nd Half Total

(P) indicates paid taxes.

Click on year for detail. [Pay Taxes Online](#)

Jurisdictional Information

Commissioner Dist: 1 - John Ostlund (R)	School Attendance Areas
Senate: 28 - Tom Richmond (R)	High: LAUREL
House: 55 - Vince Ricci (R)	Middle: LAUREL

Ward: Outside City Limits **Elem:** LAUREL
Precinct: 55.4
Zoning: Residential Tracts

[Click Here to view Billings
Regulations](#)

[Click Here to view Laurel School District Trustee Links
Regulations](#)

[Click Here to view](#)

[Broadview Regulations](#)

Any comments or questions regarding the web site may be directed to the [Web Developer](#).

RESOLUTION NO. R19-_____

A RESOLUTION APPROVING THE ANNEXATION OF LOT 18 NUTTING BROTHERS SUBDIVISION 2ND FILING AND LOTS 19-25 NUTTING BROTHERS SUBDIVISION 3RD FILING, AS AN ADDITION TO THE CITY OF LAUREL, MONTANA.

WHEREAS, Goldberg Investment LLP (“Goldberg”) submitted an annexation request for Lot 18, Nutting Brothers Subdivision 2nd Filing and Lots 19-25, Nutting Brothers Subdivision 3rd Filing, described as: Section 10, Township 2 South, Range 24 East, containing approximately 32.56 acres of land located near the city limits of the City of Laurel; and

WHEREAS, the City Planner prepared a staff report regarding the annexation request and recommends the approval of the annexation based on the criteria, analysis and findings contained in the Staff Reports dated November 21, 2018 and January 7, 2019 which are attached hereto and incorporated herein; and

WHEREAS, the Laurel City-County Planning Board considered the requests at their January 3, 2019 meeting and recommended approval of the annexation request that was submitted by Goldberg; and

WHEREAS, the City Council held a public hearing to gather evidence from the public regarding the annexation request and zoning. No objections were noted or received into the record; and

WHEREAS, the City Council reviewed the Laurel City-County Planning Board Minutes, contents of their file, and the City Planner’s Staff Reports dated November 21, 2018 and January 7, 2019, and based upon all documents contained in the official record, the City Council hereby adopts the Findings of Fact and Conditions of Approval, as its own Findings and Conditions as incorporated herein; and

WHEREAS, the City Council of the City of Laurel has determined that it is in the best interests of the City and the inhabitants thereof, and of the land owner that the requested annexation be conditionally approved as recommended by the Laurel City-County Planning Board, and that in accordance with the conditions for approval included in the attached Staff Report;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby approves the annexation request filed by Goldberg Investment LLP subject to and in accordance with all the terms and conditions contained in the attached Staff Reports attached hereto and incorporated herein; and

BE IT FURTHER RESOLVED, the City Council hereby adopts the Findings of Fact contained in the attached Staff Report as its own; and

BE IT FURTHER RESOLVED that the City Council hereby approves the annexation request submitted by Goldberg Investment LLP subject to and in accordance with all the terms and conditions contained in the attached Staff Report as follows:

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

2. The owner of record of the territory annexed to the City of Laurel has executed a Request for Annexation and a Plan of Annexation.

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

Nutting Bros 2nd Filing, S10, T02 S, R24 E. Lot 18 and Nutting Bros 3rd Filing, Lots 19-25 (32.56 acres) according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County.

4. Goldberg Investment LLP shall complete and satisfy all of the conditions contained in the Staff Report dated January 7, 2019, attached hereto and incorporated herein, before the annexation is finalized by recording the Resolution.

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

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

Introduced at a regular meeting of the City Council on _____, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ___th day of _____, 2019.

APPROVED by the Mayor this ___th day of _____, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

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 Director of Public
Works

Office of Planning

Date: January 7, 2019
To: Laurel Mayor and City Council
From: Laurel – Yellowstone City – County Planning Board and Zoning Commission
Forrest Sanderson, AICP, CFM – Contract Planner
Re: Annexation Request, Goldberg Investment LLP

BACKGROUND:

On November 13, 2018, an annexation request for Lot 18 Nutting Brothers 2nd Filing and Lots 19 – 25 Nutting Brothers 3rd Filing in Section 10, Township 2 South, Range 24 East was submitted along with a request for initial zoning. The initial zoning request, which is analyzed in a separate Report is for Residential Limited Multi-Family (RLMF) and Community Commercial (CC).

The Laurel – Yellowstone Planning Board and Zoning Commission did on January 3, 2019 conduct a public hearing on the proposed annexation request.

ANALYSIS OF REQUEST

City Council Resolution #R08-22 (March 4, 2008) and the aforementioned Application Form establishes the criteria and requirements for the annexation of property.

Standard:

1. Only parcels of land adjacent to the City of Laurel will be considered for annexation. 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 size. Once the council approves the request, the applicant can apply for annexation.

Findings:

- A. The property requested for consideration is adjacent to the existing Laurel city limits;
- B. The property requested for consideration is 32.56 acres in size;
- C. The property owner (Goldberg Investments LLP) owns or has been authorized to submit the annexation petition.;

- D. Should the request for annexation be denied by the City of Laurel the request for initial zoning will not proceed further;
- E. This is the type of comprehensive annexation and initial zoning requests that are desired under the City of Laurel Annexation Policy.
- F. The annexation and initial zoning appears to be consistent with your 2013 Growth Policy. (Infrastructure, Land Use, and Transportation Sections). These sections encourage comprehensive ‘big picture’ looks at development, growth and the extension of public infrastructure.

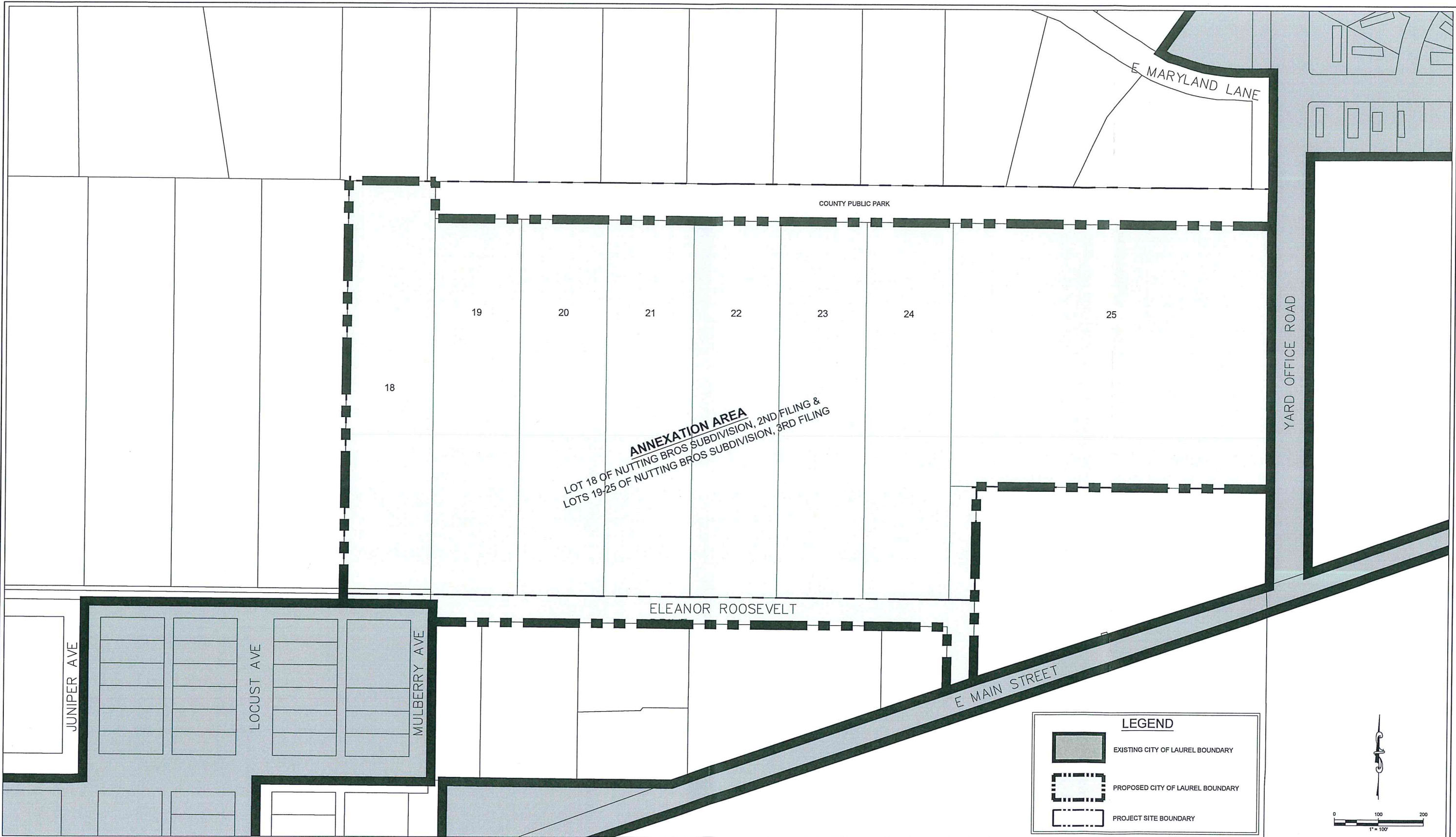
MOVING FORWARD

- 1. The application adequately addresses the following items as required by Council Policy:
 - a. An extension of City Streets, Water, Sewer, Sidewalks, Storm Water, Curb and Gutter and how the developer/owner intends to pay for these infrastructure extensions;
 - b. An executed waiver of the right to protest the creation of SID’s;
 - c. Adequate discussion of the suitability of the proposed zoning for the property to be annexed;
 - d. A notarized signature from the record property owner authorizing the annexation and requested initial zoning;
 - e. Adequate discussion of the subdivision process to create lots that conform to the minimum district requirements and use limitations imposed by the Laurel Zoning Regulations.
- 2. The application did include a fee for the consideration of annexation and zoning.
 - a. The fee is adequate for the application as presented.
- 3. The annexation map, to be prepared at the developers expense shall include all adjacent public rights-of-way

RECOMMENDATION:

The request to proceed with annexation of Lot 18 Nutting Brothers 2nd Filing and Lots 19 – 25 Nutting Brothers 3rd Filing in Section 10, Township 2 South, Range 24 East Subdivision should be APPROVED for the following reasons:

- 1. The annexation request is consistent with the City of Laurel Annexation Policy.
- 2. The requested annexation is consistent with the 2013 Laurel Growth Policy.
- 3. The requested initial zoning for the properties is existing Laurel Zoning classifications.



REVISIONS				
NO.	DESCRIPTION	DATE	BY	CHECKED BY
1				
2				
3				
4				
5				
6				

PERFORMANCE ENGINEERING
 608 NORTH 29TH STREET (406) 384-0080
 BILLINGS, MT 59101 performance-ec.com

**PRELIMINARY
NOT FOR
CONSTRUCTION**

DSGN BY DESIGNED BY	
DRWN BY DRAWN BY	
DATE	
DATE	
QUALITY ASSURANCE	
CHECK BY CHECKED	
CHECK DATE	57

YARD OFFICE SUBDIVISION
 ELEANOR ROOSEVELT DR & YARD OFFICE RD LAUREL, MT 59044
ANNEXATION MAP

PROJECT NUMBER
2018-017
 SHEET NUMBER
1 OF 1
 DRAWING NUMBER
A-1
 COPYRIGHT 2019 ©

Item Attachment Documents:

5. Resolution - Resolution Approving the Final Plan and Annexation of Regal Community Park, Legally Described as Nutting Bros 2nd Filing, S10, T02S, R24E Lots 7&8, an Addition to the City of Laurel, Montana

RESOLUTION NO. R19-__

**A RESOLUTION APPROVING THE FINAL PLAN AND ANNEXATION OF
REGAL COMMUNITY PARK, LEGALLY DESCRIBED AS NUTTING BROS. 2ND
FILING, S10, T02S, R24E. LOTS 7&8, AN ADDITION TO
THE CITY OF LAUREL, MONTANA**

WHEREAS, the City Council of the City of Laurel approved the preliminary plan, and annexation of Regal Community Park, as described below, An Addition to the City of Laurel, Montana on May 2, 2017 under Resolution No. R17-13 subject to conditions.

WHEREAS, such conditions for approval were as follows:

1. The property shall be annexed into the City of Laurel.
2. In the event public improvements have not been completed at the time a building permit is applied for, the applicant shall provide a development agreement.
3. A Subdivision Improvements Agreement shall be executed with Final Plan approval.
4. A waiver of right to protest shall be executed and filed with the Clerk and Recorder at the time of annexation approval.
5. There shall be Right-of Way of 27 feet surveyed and filed under MCA exemption 76-3-201(h) for the remainder ROW dedication for Date Avenue prior to final plan.
6. There shall be Right-of Way of 40 feet surveyed and filed under MCA exemption 76-3-201(h) for the remainder ROW dedication for East Maryland Lane prior to final plan.
7. All public improvements shall be built to Montana Public Work Standards and to the specifications made in the Subdivision Improvements Agreement provided with the application for preliminary plan.
8. Water and sewer connections must be approved by the Public Works Director prior to final plan.
9. A stormwater management plan must be approved by MDEQ before final plan.
10. To minimize effects on local services, utility easements shall be provided on the final plan.
11. To minimize the effects on local services, a centralized mailbox unit shall be provided as coordinated by the U.S. Postal Service along the north side of East 8th Street. There shall also be a concrete pad.
12. To minimize the effects on local services, as requested from the Laurel Fire Department, no parking signs shall be provided by the developer and installed in front of all fire hydrants.
13. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Department to clarify the documents and bring them into the standard acceptable format.
14. To minimize the effects on the natural environment, a weed management plan and property inspection shall be approved by the County Weed Department, prior to final plan approval.
15. Cash in lieu of parkland shall be received with final plan approval.
16. If City of Laurel solid waste services are used, a plan must be approved by the Public Works Director.

17. The final plan shall comply with all requirements of the Laurel-Yellowstone City-County Planning Area Subdivision Regulations, rules, policies, and resolutions of the City of Laurel, and the law and Administrative Rules of the State of Montana.

WHEREAS, the final plan and annexation is in the best interest of the City of Laurel since all the conditions listed herein have been satisfied.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana that the final plan and concurrent annexation of Regal Community Park, An Addition to the City of Laurel, is hereby approved and is subject with the following:

Section 1: After the final plan and supporting documentation have been reviewed for compliance and signed off on by City staff, and after the Resolution approving the final plan and annexation have been approved by the City Council, the City Clerk-Treasurer shall file a certified copy of this resolution and official minutes of the City Council with the Yellowstone County Clerk and Recorder.

Section 2: The city hereby annexes the land described as follows:

Nutting Bros. 2nd Filing, being Lot 7 and 8 of, Nutting Bros 2nd Filing, S10, T02 S, R24 E, Yellowstone County, Montana.

Section 3: Pursuant to MCA §7-2-4211, the annexation specifically includes the full width of any public streets or roads, including the rights-of-way, that are adjacent to the property being annexed.

Introduced at a regular meeting of the City Council on August 20, 2019 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 20th day of August 2019.

APPROVED by the Mayor this 20th day of August 2019.

CITY OF LAUREL

Thomas C Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam Painter, Legal Counsel

In Site Engineering, P.C.

4118 Woodcreek Dr
Billings, MT 59106

ph. 406.591.4355
fax. 406.867.9090

July 29, 2019

Mr. Nicholas Altonaga
City of Laurel Planner
115 W 1st Street
Laurel, MT 59044

RE: Regal Community Park – Response to Final Plan Review Comments

Dear Mr. Altonaga,

With this letter, I am submitting Final Plans for Regal Community Park. I have also responded to each of the sufficiency review comments from your May 24 letter below:

A.

8. *All manufactured homes shall be separated by a minimum of fifteen feet. Spot 53 and 54 are separated by 10' of space. Please verify this and provide documentation of why this decision was made and how it may be addressed.* – The manufactured home on spot 54 was moved 5 feet farther north so that spots 53 and 54 are now fifteen feet apart (the required minimum). This is reflected on the final site plan.
 12. *One guest parking space must be provided for each five manufactured home spaces. There are currently only 6 guest parking spaces delineated on the final plan drawing. As per code, the minimum necessary guest parking spaces is 11. Please provide documentation as to your reasoning and how this will be addressed.* – There is a group of 4 guest parking spaces on the south end, a group of 2 guest parking spaces on the north end, and a group of 2 guest parking spaces (parallel in a pullout) near the water meter housing. That makes 8, so 3 more were needed. A 10' wide gravel shoulder will be constructed along the edges of asphalt of the private roads such that it serves to provide one guest parallel parking space in front of each unit. Three have been designated specifically for meeting the required 11 spaces. These are in front of Unit 1, Unit 2, and Unit 53 and are shown on the final site plan.
- D. *Please provide documentation that the owner of Regal Community Park has met the minimum standards of the Montana Department of Public Health and Human Services (MDPHHS) and the requirements of the Montana Department of Environmental Quality (MDEQ).* – The owner has received plan approval for operational licensing from the MDPHHS. A copy of their approval letter is submitted herewith (this also takes care of the review comment in your sufficiency review letter item E. "Additional Provisions"). The owner has also received DEQ approval under EQ # 18-1613 (Certificate of Subdivision Approval) and EQ # 18-1614 (Water and Sewer plans and specifications). These MDEQ approval letters are also submitted herewith.

Other

City staff further noted on an in-person survey of the Regal Community Park Site that the water and sewer connections for Spot 54 were not installed as per the Final Plan drawing. The layout appeared to support a manufactured home installed at an angle, versus the parallel orientation

In Site Engineering, P.C.

*4118 Woodcreek Dr
Billings, MT 59106*

*ph. 406.591.4355
fax. 406.867.9090*

presented in the final plan. This angled installation for a trailer on Spot 54 was noted in a previous version of the Regal Community Park Plan. Please verify the layout and submit updated Final Plan sheets or documentation reflecting this change. – The parallel installation orientation was preferred to the angled installation. The water and sewer services will be extended with risers installed that will accommodate the parallel orientation as show on the final site plan.

The Laurel Annexation Policy stipulates that: “If 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 the improvements.” A Letter of Credit was provided with the Final Plan totaling 100% of the engineering costs at \$59,371.00. Please provide the city of Laurel with a Letter of Credit of \$74,213.75 in order to meet this requirement. – A new Letter of Credit in the amount requested is submitted herewith.

The Public Works Director noted that the water and sewer trenches along East 8th Street have not yet been resotred with a non-porous pavement. Improvements must meet city standards. – The water and sewer trenches have now been restored and paved to city standards.

This takes care of all review comments. We look forward to being able to go before the City Council for Final Plan approval as soon as possible.

Sincerely,



Scott Worthington, P.E.

YELLOWSTONE BANK

1511 SHILOH ROAD
BILLINGS, MONTANA 59106

IRREVOCABLE LETTER OF CREDIT

July 9, 2019

Laurel Public Works
115 W 1st St
Laurel, MT 59044

Subject: Irrevocable Standby Letter of Credit No. 1330
Customer: Regal Community Park
Amount: \$74,213.75
Expiration: 10/15/2019

To Whom It May Concern:

We hereby establish our Irrevocable Letter of Credit No. 1330 in your favor for the account of the above subject customer in U.S. Dollars, up to an aggregate amount of Seventy Four Thousand Two Hundred Thirteen and 75/100 (\$74,213.75). Drafts, if any, drawn on Yellowstone Bank, Billings, Montana, must bear the clause "Drawn under Letter of Credit No. 1330" and be accompanied by a statement signed by you or your authorized representative stating that you are entitled to draw under this Letter of Credit. The amount of each draft negotiated, together with the date of negotiation, must be endorsed on the reverse side of this Letter of Credit.

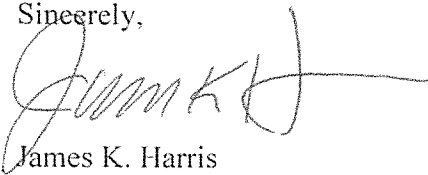
Funds can be drawn upon failure of Regal Community Park to complete funding for public street improvements. The amount of this Letter of Credit will decrease as City approved advances are made for the improvements to Regal Community Park.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn and negotiated under and in compliance with the terms of this credit that the same shall be duly honored on due presentation to the drawee. Drafts must be drawn and presented at this office on or before the expiration of this letter.

Communications to us under this Letter of Credit should be addressed to Yellowstone Bank of Billings, PO Box 81027, Billings, MT 59108; Attention: Kevin L. Kraft, President.

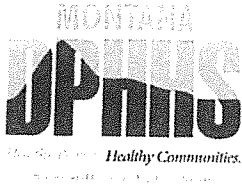
This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits, 1993 Revision, International Chamber of Commerce (Publication No. 500), and to the Uniform Commercial Code.

Sincerely,

A handwritten signature in black ink, appearing to read "JKH", with a long horizontal flourish extending to the right.

James K. Harris
Executive Vice President
Yellowstone Bank

JKH:tb



Department of Public Health and Human Services

Public Health & Safety Division ♦ Communicable Disease Control & Prevention Bureau
Food & Consumer Safety ♦ PO Box 202951 ♦ 1400 Broadway ♦ Helena, MT 59602-2951
Phone: (406) 444-2408 ♦ Fax: (406) 444-5055

Steve Bullock, Governor

Sheila Hogan, Director

July 26, 2019

Dan Wells
Regal Community Park
PO Box 80445
Billings MT 59108-0445

Subject: Regal Community Park, Laurel

Dear Mr. Wells:

The review of the plans for the Regal Community Mobile Home Park is complete. The plans are in compliance with the Administrative Rules of Montana, Title 37, Chapter 111, subchapter 2, and your plan review is approved for the following:

Fifty-five (55) mobile home spaces each with water and sewer connections as specified in the Montana Department of Environmental Quality Certificate of Subdivision Approval EQ#18-1613.

The approval to construct is for a period not to exceed 2 years, after which, if construction has not begun, plans and specifications must be submitted for re-evaluation under rules in effect at the time of resubmittal. Inspection and approval by Riverstone Health is required as part of the final licensing process.

Please let me know if I may be of further assistance.

Sincerely,

Staci Evangeline, RS, REHS
Montana DPHHS-Food and Consumer Safety Section
Staci.evangelina@mt.gov
406-444-2089

cc: Adam Harris, Riverstone Health



Scott Worthington, PE
In Site Engineering, PC
4118 Woodcreek Drive
Billings, Montana 59106

September 5, 2018

Re: Regal Community Park

Laurel/Yellowstone EQ# 18-1613

Dear Consultant:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36 (101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

^{F012} Rachel Clark, PE, Supervisor
Public Water and Subdivision Section

cc: County Sanitarian
County Planning
Wells, Owner
File

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq., MCA)

TO: County Clerk and Recorder
Yellowstone County
Laurel, Montana

EQ # 18-1613

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Regal Community Park, situated on Lots 7 and 8, Nutting Brothers Subdivision, 2nd Filing,**:

A tract of land located in the northwest ¼ of Section 10, Township 2 South, Range 24 East, PMM, Yellowstone County, Montana

consisting of two (2) existing lots, have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Title 17, Chapter 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the application is made with the understanding that the following conditions shall be met:

THAT the lot as indicated on the plat filed with the county clerk and recorder will not be further altered without approval, and,

THAT Lots 7 and 8 shall be used for a total of 55 mobile home living units, and,

THAT water supply and wastewater collection and treatment will be provided by extension of and service connection to the **City of Laurel Public Water Supply and Wastewater Treatment System (PWSID MT0000270)**, as shown on the plans approved by the Department under EQ 18-1614 on September 5, 2018, and,

THAT ownership, maintenance, and repair of the water distribution, sewage collection, and stormwater detention systems shall be the responsibility of the Regal Community Park Association with responsibilities as described in the recorded Articles of Incorporation and Protective Covenants for the Regal Community Park, and,

THAT construction of the storm drainage system will be completed within three years of the date of this approval; if more than three years pass before completing construction, it shall be necessary to resubmit the plans and specifications for review and approval, and,

THAT prior to placing the storm drainage system into service, a professional engineer shall certify by letter to the Department that the construction was completed in accordance with the plans and specifications approved by the Department, and,

THAT within 90 days after construction of the storm drainage system is completed, a professional engineer shall provide to the Department a complete set of "as-built" drawings bearing the signature and seal of the professional engineer, and,

THAT the storm water runoff collection system for Lots 7 and 8 will consist of site grading, landscaping, curb & gutter, storm drain piping, and two storm water retention ponds with minimum volumes of 3,440 cubic feet (Area "1") and 9,256 cubic feet (Area "2") and an outlet restricting discharge to pre-development flow as shown on the approved storm drainage plans prepared by **Scott A. Worthington, 28963PE**, and,

THAT water supply systems, sewage collection and treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide the purchaser of property with a copy of the plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT departure from any criteria set forth in the approved plans and specifications and ARM Title 17, Chapter 36, Subchapters 1, 3, and 6 when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

THAT pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local health officer having jurisdiction, before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the plat filed in your office as required by law.

DATED this 5th day of September, 2018.

Tom Livers
Director

By: 

for Rachel Clark, PE, Supervisor
Public Water and Subdivision Section
Water Quality Division
Department of Environmental Quality

Owner's Name: Wells, Regal Land Development



Scott Worthington, PE
In Site Engineering, PC
4118 Woodcreek Drive
Billings, Montana 59106

September 5, 2018

Re: Regal Community Park Water & Sewer

Laurel/Yellowstone

EQ# 18-1614

Dear Mr. Worthington:

Plans and specifications for the subject project have been reviewed by personnel of the Public Water Supply Plan Review Section and were found to be satisfactory. Approval of these plans is hereby given; a copy of the plans bearing the approval stamp of the Department is enclosed. Approval is based on the design report and plans received December 26, 2017 and on additional information and revised plans received March 1, 2018, April 16, 2018, and August 16, 2018 under the seal of **Scott A. Worthington, 28963PE**. The plans were reviewed in accordance with Department design standards DEQ-1 and DEQ-2. This project approval includes the extension of 6-inch and 8-inch water and 8-inch sanitary sewer to serve the 56-unit Regal Community Park mobile home development in Laurel.

Approval is given with the understanding that any deviation from the approved plans and specifications will be submitted to the Department for reappraisal and approval. Prior to operation of the public water system, certification must be submitted to the Department that the system, or portion of the system constructed, altered, or extended to that date, was completed in substantial accordance with plans and specifications approved by the department and there are no deviations from the design standards of the applicable circulars other than those previously approved by the Department. Within 90 days following completion of the project, a complete set of "as-built" record drawings must be signed, stamped and submitted to the Department. For a system or any portion of a system designed by a professional engineer, an engineer shall sign and submit the certification letter and "as-built" drawings to the Department. It is further understood that construction will be completed within three years of this date. If more than three years elapse before completing construction, plans and specifications must be resubmitted and approved before construction begins. This three-year expiration period does not extend any compliance schedule requirements pursuant to a Department enforcement action against a public water or sewage system.

Failure to abide by the above conditions is considered a significant violation of the Montana Public Water Supply Laws (PWSL), and the administrative rules promulgated there under. The applicant is responsible for compliance with all other applicable federal, state, local, and tribal law, regulations, and ordinances, including but not limited to, the Montana Water Use Act, Mont. Code Ann. Title 85, Chapter 2.

The applicant is responsible for compliance with all applicable federal, state, local, and tribal law, regulations, and ordinances. Approval in this document is limited solely to the matters therein specifically contained and does not constitute approval, implied or otherwise, for the purposes of any other law, regulation, or ordinance.

Department approval of this project covers only those portions of the plans and specifications that are subject to the Department's review authority under the Public Water Supply Laws (MCA 75-6) and the Administrative Rules promulgated thereunder (ARM 17.38). This approval does not cover items found within the plans and specifications that are outside of the Department's review authority, including but not limited to, electrical work, architecture, site grading or water and sewer service connections.

If I can offer any further information or assistance, please feel free to contact me at (406) 247-4455 or mwaite@mt.gov.

Sincerely,

Matthew Waite, PE
Water Quality Division
Billings Regional Office

cc: Wells, Owner
Yellowstone County Sanitarian
Kurt Markegard, City of Laurel
File



Scott Worthington, PE
In Site Engineering
41118 Woodcreek Drive
Billings, MT 59106

September 25, 2018

Re: Regal Community Park Water and Sewer (Sewer Revisions) Laurel/Yellowstone EQ# 18-1614

Dear Mr. Worthington:

The revised plan sheets and additional information for the subject project have been reviewed by personnel of the Public Water Supply Plan Review Section and were found to be satisfactory. Approval of these revised plans is hereby given; a copy of the plans bearing the approval stamp of the Department is enclosed. Approval is based on the revised plans received September 20 and September 25, 2018 under the seal of **Scott A. Worthington, 28963PE**. The plans were reviewed in accordance with Department design standard DEQ-2. This revised approval includes the construction of an additional approximately 870 linear feet of 8-inch sanitary sewer as shown on the approved plans. This revised approval supplements the Department approval issued September 5, 2018; the original approval remains valid for the other components of the system.


Approval is given with the understanding that any deviation from the approved plans and specifications will be submitted to the Department for reappraisal and approval. Prior to operation of the public water system, certification must be submitted to the Department that the system, or portion of the system constructed, altered, or extended to that date, was completed in substantial accordance with plans and specifications approved by the department and there are no deviations from the design standards of the applicable circulars other than those previously approved by the Department. Within 90 days following completion of the project, a complete set of "as-built" record drawings must be signed, stamped and submitted to the Department. For a system or any portion of a system designed by a professional engineer, an engineer shall sign and submit the certification letter and "as-built" drawings to the Department. It is further understood that construction will be completed within three years of this date. If more than three years elapse before completing construction, plans and specifications must be resubmitted and approved before construction begins. This three-year expiration period does not extend any compliance schedule requirements pursuant to a Department enforcement action against a public water or sewage system.

Failure to abide by the above conditions is considered a significant violation of the Montana Public Water Supply Laws (PWSL), and the administrative rules promulgated there under. The applicant is responsible for compliance with all other applicable federal, state, local, and tribal law, regulations, and ordinances, including but not limited to, the Montana Water Use Act, Mont. Code Ann. Title 85, Chapter 2.

The applicant is responsible for compliance with all applicable federal, state, local, and tribal law, regulations, and ordinances. Approval in this document is limited solely to the matters therein specifically contained and does not constitute approval, implied or otherwise, for the purposes of any other law, regulation, or ordinance.

Department approval of this project covers only those portions of the plans and specifications that are subject to the Department's review authority under the Public Water Supply Laws (MCA 75-6) and the Administrative Rules promulgated thereunder (ARM 17.38). This approval does not cover items found within the plans and specifications that are outside of the Department's review authority, including but not limited to, electrical work, architecture, site grading or water and sewer service connections.

If I can offer any further information or assistance, please contact me at (406) 247-4455 or mwaite@mt.gov.

Sincerely,

Matthew Waite, PE
Water Quality Division
Billings Regional Office

cc: Wells, Owner
Yellowstone County Sanitarian
Kurt Markegard, City of Laurel
File

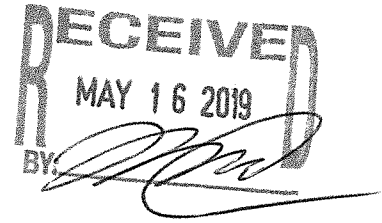
In Site Engineering, P.C.

4118 Woodcreek Dr
Billings, MT 59106

ph. 406.591.4355
fax. 406.867.9090

May 14, 2019

Mr. Nick Altonaga and Mr. Kurt Markegard
City of Laurel Planner & Public Works Director
115 W 1st Street
Laurel, MT 59044



RE: Regal Community Park Final Site Plan Drawings

Dear Mr. Altonaga and Mr. Markegard,

With this letter, I am submitting Final Plans for Regal Community Park. The following are the conditions of Preliminary Approval along with a description of how each of these has been satisfied.

1. *The property shall be annexed into the City of Laurel.* – The City Council Adopted Resolution No. R17-13 to annex the property within this development. The resolution did not include the adjacent streets. A roadway dedication plat was prepared and submitted which dedicated the streets to the City of Laurel. As that plat was reviewed, I was informed that the streets needed to be dedicated to Yellowstone County and then conveyed to the City of Laurel. The plat was modified to reflect that and is ready to be recorded at the County.
2. *There shall be Right-of-Way of 27 feet surveyed and filed under MCA exemption 76-3-201(h) for the remainder R.O.W. dedication for Date Avenue prior to final plan.* –The plat whereby this R.O.W. is dedicated is ready to be recorded at the County.
3. *There shall be Right-of-Way of 40 feet surveyed and filed under MCA exemption 76-3-201(h) for the remainder R.O.W. dedication for East Maryland Lane prior to final plan.* – The plat whereby this R.O.W. is dedicated is ready to be recorded at the County.
4. *All public improvements shall be built to Montana Public Works Standards and to the specifications made in the Subdivision Improvements Agreement provided with the application for preliminary plan.* – Public water and sewer improvements have been completed in substantial accordance with plans and specifications. The only public improvements remaining to be completed are curb and gutter along Maryland Lane, Date Avenue, and 8th Street, sidewalk along Maryland Lane and 8th Street, asphalt widening on Maryland Lane and 8th Street, and asphalt patches for water and sewer lines in 8th Street. Firstmark Construction is under private contract to complete these items and has resumed construction. A letter of credit is provided in the amount of the remaining work as a monetary security that the work will be completed.
5. *Water and sewer connections must be approved by the Public Works Director prior to final plan.* –This approval was granted August 27, 2018.
6. *A storm water management plan must be approved by MDEQ before final plan.* –This approval was granted September 5, 2018.
7. *To minimize the effects on local services, utility easements shall be provided on the final plan.* –Utility easements have been added to the final plan and the utility companies have installed their infrastructure within these easements (see Sheet 1 – Site Plan).
8. *To minimize the effects on local services, a centralized mailbox unit shall be provided as coordinated by the U.S. Postal Service along the north side of East 8th Street. There shall also be*

In Site Engineering, P.C.

4118 Woodcreek Dr
Billings, MT 59106

ph. 406.591.4355
fax. 406.867.9090

a concrete pad.—The centralized mailbox location as shown on the final plan was approved by the USPS Post Master that oversees new developments in Laurel.

9. *To minimize the effects on local services, as requested by the Laurel Fire Department, no parking signs shall be provided by the developer and installed in front of all fire hydrants. —“No Parking-Fire Hydrant” signs were added to the Final Plan drawings.*

10. *Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Department to clarify the documents and bring them into the standard acceptable format. — Noted*

11. *To minimize the effects on the natural environment, a weed management plan and property inspection shall be approved by the County Weed Department, prior to final plan approval. — Lee Hanson with Regal Land Development met with Joe Lockwood for the site inspection in the summer of 2018, and Mr. Lockwood prepared a weed management plan.*

12. *Cash in lieu of parkland shall be received with final plan approval. — The required parkland is 4,000 square feet plus 100 square feet per site x 55 sites = 9,500 square feet. A check is submitted with the final plan in the amount of \$4,360.50, which is the undeveloped land cost of \$0.459 per square foot (\$20,000/acre) multiplied by 9,500 square feet.*

13. *If City of Laurel solid waste services are used, a plan must be approved by the Public Works Director. — Regal Land Development has requested City of Laurel solid waste services with individual containers for this development. This plan has been approved by Public Works because the private roads are adequate to accommodate the City’s garbage trucks. The individual containers will be applied for at the time of development of the manufactured home sites.*

14. *The final plan shall comply with all requirements of the Laurel-Yellowstone City-County Planning Area Subdivision Regulations, rules, policies, and resolutions of the City of Laurel, and the law and Administrative Rules of the State of Montana. — The final plan is in compliance with all of the above.*

Two copies of the stamped plans, two copies of the 8th Street Utility As-Builts, and two copies of the SIA are submitted with this letter, along with other documents as mentioned in the numbered outline within this letter above. We look forward to receiving final plan approval from the City of Laurel.

Sincerely,



Scott Worthington, P.E.

YELLOWSTONE BANK

1511 SHILOH ROAD
BILLINGS, MONTANA 59106

IRREVOCABLE LETTER OF CREDIT

May 13, 2019

Laurel Public Works
115 W 1st St
Laurel, MT 59044

Subject: Irrevocable Standby Letter of Credit No. 1330
Customer: Regal Community Park
Amount: \$59,371
Expiration: 10/15/2019

To Whom It May Concern:

We hereby establish our Irrevocable Letter of Credit No. 1330 in your favor for the account of the above subject customer in U.S. Dollars, up to an aggregate amount of Fifty-Nine Thousand Three Hundred Seventy-One and 00/100 (\$59,371.00). Drafts, if any, drawn on Yellowstone Bank, Billings, Montana, must bear the clause "Drawn under Letter of Credit No. 1330" and be accompanied by a statement signed by you or your authorized representative stating that you are entitled to draw under this Letter of Credit. The amount of each draft negotiated, together with the date of negotiation, must be endorsed on the reverse side of this Letter of Credit.

Funds can be drawn upon failure of Regal Community Park to complete funding for public street improvements. The amount of this Letter of Credit will decrease as City approved advances are made for the improvements to Regal Community Park.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn and negotiated under and in compliance with the terms of this credit that the same shall be duly honored on due presentation to the drawee. Drafts must be drawn and presented at this office on or before the expiration of this letter.

Communications to us under this Letter of Credit should be addressed to Yellowstone Bank of Billings, PO Box 81027, Billings, MT 59108; Attention: Kevin L. Kraft, President.

This Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits, 1993 Revision, International Chamber of Commerce (Publication No. 500), and to the Uniform Commercial Code.

Sincerely,

A handwritten signature in black ink, appearing to read "James K. Harris", with a long horizontal stroke extending to the right.

James K. Harris
Executive Vice President
Yellowstone Bank

JKH:tb

In Site Engineering, P.C.
4118 Woodcreek Dr
Billings, MT 59106

Regal Community Park
Laurel, Montana

Engineer's Estimate of Probable Cost for Remaining Work in the Public Right-of-Way
5/7/2019

Item Number	Estimated Quantity	Unit	Description	Unit Price	Total Price
				\$	\$
Maryland Lane					
101	297	LF	2-foot curb and gutter	13.00 / LF	3,861.00
102	1,032	SF	4-foot wide sidewalk (202 LF) (incl. 6-inch roadbase)	5.00 / SF	5,160.00
103	3	EA	Accessibility Ramp (63 SF each)	697.00 EA	2,091.00
104	392	LF	Sawcut asphalt	2.00 / LF	784.00
105	928	SY	3-inch asphalt surface course	13.00 / SY	12,064.00
Subtotal					23,960.00
Date Avenue					
201	896	LF	2-foot curb and gutter	13.00 / LF	11,648.00
Subtotal					11,648.00
8th Street					
301	352	LF	2-foot curb and gutter	13.00 / LF	4,576.00
302	1,156	SF	4-foot wide sidewalk (289 LF) (incl. 6-inch roadbase)	5.00 / SF	5,780.00
303	3	EA	Accessibility Ramp	697.00 EA	2,091.00
304	393	LF	Sawcut asphalt	2.00 / LF	786.00
305	810	SY	3-inch asphalt surface course (includes patch over utility trenches)	13.00 / SY	10,530.00
Subtotal					23,763.00
Grand Total					\$ 59,371.00



Scott Worthington

Fwd: [EXTERNAL] Regal Community Park

1 message

Lee Hanson
To: Scott Worthington

Wed, Apr 17, 2019 at 3:30 PM

Here is the approval from the post master on our location for the mailbox in Regal Community Park. Thanks!

----- Forwarded message -----

From: Mitchem, Heather B - Laurel, MT
Date: Wed, Apr 17, 2019 at 3:28 PM
Subject: RE: [EXTERNAL] Regal Community Park
To: Lee Hanson

I believe the place we discussed would have an area for the carrier to pull off and be out of the way of incoming traffic? If so, it is fine with me. Please let me know when you get addresses, so we can add them to our database.

Thank you,

Heather Mitchem

Postmaster

614 1st Ave

Laurel MT 59044-9998

O (406)

C (406)

From: Lee Hanson
Sent: Wednesday, April 17, 2019 3:25 PM
To: Mitchem, Heather B - Laurel, MT
Subject: [EXTERNAL] Regal Community Park

Hey Heather,

Thank you for your time on the phone today. Crazy how fast a year flies by. I am looking for approval from you on the location of our master mailbox that will be installed on the southeast end of the Park close to the intersection of 8th street and Date Ave. Thank you in advance for your written approval :) Have a great day!

All the best,

4/17/2019

Gmail - Fwd: [EXTERNAL] Regal Community Park

Lee Hanson

406-



Regal Land Development, Inc.
 P.O. Box 80445
 Billings, MT 59108-0445
 PH. (406) 656-1301

Yellowstone Bank
 1511 Shiloh Road
 Billings, MT 59106
 93-514/929

11704

Apr. 17, 2019

PAY TO THE
 ORDER OF

***\$4,360.50

Four Thousand, Three Hundred Sixty Dollars and 50 Cents.

DOLLARS

City of Laurel

MEMO

Sulane Wells
 AUTHORIZED SIGNATURE ^{MP}



Regal Land Development, Inc.

11704

Check amount: ****\$4,360.50
 Check paid to: City of Laurel

Date: Apr. 17, 2019

Number: 011704

Invoice: NONE-000001 04/17/19
 Job: RCOURT Regal Court

Paid: \$4,360.50

Regal Community Park - Draft Subdivision Improvements Agreement

- I. Variances
- II. Conditions that Run with the Land
- III. Transportation
 - a. Streets
 - b. Sidewalks
 - c. Street Lighting
 - d. Traffic Control Devices
 - e. Access
 - f. Heritage Trail Plan
 - g. Public Transit
- IV. Emergency Services
- V. Storm Drainage
- VI. Utilities
- VII. Parks/Open Space
- VIII. Irrigation
- IX. Soils/Geotechnical Study
- X. Phasing of Improvements
- XI. Financial Guarantees
- XII. Legal Provisions

I. **Variiances** (no variances are needed or requested)

II. **Conditions that Run with the Land**

- a. Owners and Residents should be aware that this development is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped trees, shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- b. Owners and Residents should be aware that soil characteristics within the area of this development, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- c. No water rights have been transferred to the residents. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Developer or subsequent owners.
- d. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Developer and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Developer and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- e. Owners and Residents should be aware that portions of this property lie with the floodplain/floodway as depicted on the Flood Insurance Rate Maps (FIRM) for this area. Please be advised that special development restrictions may apply within these specified areas.

III. **Transportation**

a. **Streets**

- i. Maryland Lane – 40 feet of right-of-way will be dedicated for public use along the north boundary of the property. This will result in a right-of-way width for Maryland Lane of 80 feet. 2' curb & gutter is proposed on the south side of Maryland Lane along this development. Asphalt will be widened from the existing south edge of asphalt to the new lip of curb.
- ii. Date Ave – 27 feet of right-of-way will be dedicated to the City along the west boundary of the property. This will result in a right-of-way width for Date Avenue of 67 feet. 2' curb and gutter is proposed on the east side of Date Avenue along this project. Gravel will be added to the existing gravel road in Dave Avenue to provide a 20' wide gravel driving surface.
- iii. 8th Street – the existing right-of-way width of 8th Street is 70 feet. This includes an existing 10' wide irrigation easement which is shown on the roadway

dedication plat and on the site plan drawings, and in which a 1' deep swale with 4H:1V side slopes will be constructed with an 8" culvert where the approach to Bristol Way (private street) crosses the easement. No additional right-of-way dedication is required along 8th Street. Two-foot curb and gutter are proposed on the north side of 8th Street along this project. The asphalt surface will be widened from the existing north edge of asphalt to the new lip of curb.

- iv. Bristol Way – Bristol Way will be a private internal street that will be paved 24 feet wide. It will access Maryland Lane and 8th Street with 30-foot wide paved accesses.
- v. Piper Loop – Piper Loop will be a private internal street looped off of Regal Ave and will be paved 24 feet wide.

b. Sidewalks

Four-foot sidewalks with 5' boulevard strips are proposed along this development on the south side of Maryland Lane and on the north side of 8th Street.

c. Street Lighting

Currently, streetlights exist at the intersection of Date Ave and 8th Street and near the intersection of Regal Avenue and 8th Street. No new street lighting is proposed. A Special Improvements District (SID) can be created at a later date to install street lighting if desired.

d. Traffic Control Devices

Stop signs will be installed at the north end of Regal Ave where it accesses Maryland Lane and at the south end of Regal Ave where it accesses 8th Street.

e. Access

Access will be provided to all manufactured home pad sites by way of private internal streets (Bristol Way and Piper Loop). Regal Ave accesses Maryland Lane and 8th Street.

f. Bike or Pedestrian Trail Plan

There are no master planned bike or pedestrian trails in this area.

g. Public Transit

No accommodations for public transit are required or provided.

IV. Emergency Services

The project has 2 permanent public accesses. Internal private streets have been designed and will be constructed to accommodate emergency service vehicles.

V. Storm Drainage

- a. All drainage improvements shall comply with the provisions of Montana Circular DEQ-8, and a storm water management plan shall be submitted to and approved by Montana Department of Environmental Quality (MDEQ).
- b. Storm drainage for the development will be conveyed by way of the internal private streets and perimeter swales to storm drain area inlets and to two retention ponds, one of which is located in the southeast corner of the project, and the other of which is located in the southwest corner of the project. These retention ponds are designed per MDEQ requirements and will limit the post development runoff to the same volume as the pre-development runoff volume for the required design storm. Allowable post-development runoff will flow along existing flow paths, and runoff from storms in excess of the design storm will overflow to the ditch in 8th Street.

VI. Utilities

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

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

a. Water

8-inch PVC water mains will be installed in 8th Street with points of connection to the existing water mains at 8th Street's intersections with Date Avenue and Elm Avenue. An 8-inch PVC water main will also be installed with a point of connection in 8th Street and run north from the point of connection to the north right-of-way line of 8th Street, where an 8" gate valve will be placed separating the public water system from the private water system. Downstream (north) of that valve, the system is private including a private meter vault, and consists of a 6-inch water main running northward in Bristol Way and terminating at the north extent of the private project. Four new fire hydrants will be installed, one public and three private. The public fire hydrant is located on the

north side of 8th Street near the development's entrance and the 3 private fire hydrants are within the development. A 3/4-inch water service will be provided to each manufactured home site.

b. Sewer

8-inch PVC sanitary sewer mains will be installed in Bristol Way and Piper Loop to serve the project. The point of connection is at Pine Lane and 8th Street. Manholes will be installed at junctions. A 6-inch service will be provided to each pad site. The existing 6" sewer service for the bathrooms in the City Park east of this development will be tied into the new sewer.

c. Power, Telephone, Gas, and Cable Television (Dry Utilities)

Dry utility services will be installed with this development. Because the project is private, no easements are required, but have been shown on the final site plan where dry utilities are planned. It is anticipated that dry utilities will be installed within 8 feet of the boundary and within 8 feet of the edges of the private streets as necessary.

VII. Parks/Open Space

Cash-in-lieu will be used to satisfy the parkland requirement. The current City of Laurel code requires the parkland to be 4,000 square feet plus 100 square feet per manufactured home site. This totals 9,500 square feet to be met with cash-in-lieu. The amount of cash-in-lieu is based on the value of the undeveloped land.

VIII. Irrigation

The proposed development is not in an irrigation district and will not have an effect on irrigation. Lawn irrigation in common areas is to be provided with a well on site.

IX. Soils/Geotechnical Study

The development site is located in an area that consists of mildly sloping topography (approximately 1% slope); and, therefore, there are no potential geologic hazards present with respect to slope stability, mass movement, surface subsidence, or soils bearing capacity.

The following protective measures will be taken to ensure that the existing geology does not present a problem:

- a. All cut and fill slopes shall be placed in uniform lifts compacted to 95% of the maximum dry density as determined by ASTM D698.
- b. All topsoil, including organic material, will be removed from building and pavement areas.

- c. Design of all streets and parking areas shall use accepted engineering practices to determine the structural sections and the use of reinforcement / separation fabrics based on soil conditions and traffic loading.

Fills within the right-of-way will be primarily composed of imported fill material. Where cuts and fills are required outside the right-of-way, material will generally be moved from cut areas to fill areas. The proposed roadways will generally follow the existing topography on this site. There are no areas on this site that will require large cuts or fills. The construction contract for each manufactured home site shall be provided for landscaping, seeding, and fertilizing of all cut and fill slopes. Mulching or placement of erosion control products shall be investigated for use as needed. The overall storm water master plan / erosion control plan required by MDEQ will detail all necessary erosion control measures. "Best Management Practices" (BMPs) will be used to minimize erosion and any down gradient impacts. The Covenants and Weed Control Plan shall include provisions to ensure that re-seeding and erosion control are provided as individual buildings are being constructed.

X. Phasing of Improvements

No phasing is proposed. All improvements will be made in one phase.

XI. Financial Guarantees

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

XII. Legal Provisions

- a. Developer agrees to guarantee all public improvements for a period of one year from the date of final acceptance by the AGB.
- b. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- c. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- d. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.

RESOLUTION NO. R17-13

A RESOLUTION APPROVING THE PRELIMINARY PLAN AND THE ANNEXATION OF REGAL COMMUNITY PARK, LEGALLY DESCRIBED AS NUTTING BROS 2ND FILING, S10, T02S, R24 E. LOTS 7 AND 8, AN ADDITION TO THE CITY OF LAUREL, MONTANA.

WHEREAS, in January, 2017, Regal Land Development applied for an approval of a major preliminary plan for the residential development of a "Rent to Lease Community Park" containing 55 sites on approximately 7.85 acres of land located near the city limits of the City of Laurel; and

WHEREAS, in addition to the approval of the plan, Regal Land Development requested ("Petitioned") annexation as an Addition to the City of Laurel; and

WHEREAS, the City Planner prepared a staff report regarding the major preliminary plan approval and the petition for annexation, and recommends the conditional approval of the plan and annexation subject to the conditions contained in the Staff Report dated May 2, 2017, which is attached hereto and incorporated herein; and

WHEREAS, the Laurel City-County Planning Board considered the requests at their April 6, 2017 meeting and recommended conditional approval of the major preliminary plan and annexation subject to the staff recommended conditions and findings of fact contained in the May 2, 2017 Staff Report; and

WHEREAS, the City Council held a public hearing to gather evidence from the public regarding the requested approval of the major preliminary plan and annexation. No objections were noted or received into the record; and

WHEREAS, the City Council reviewed the Planning Board Minutes, the City Planner's May 2, 2017 Staff Report, including the Findings of Fact and Conditions of Approval, all evidence in the City's file and the recommendations of the Laurel City-County Planning Board; and

WHEREAS, the City Council of the City of Laurel has determined that it is in the best interests of the City and the inhabitants thereof, and of the land owner that the major preliminary plan and application for annexation be conditionally approved as recommended by the Laurel City-County Planning Board in accordance with the conditions for approval included in the attached Staff Report;

WHEREAS, the Findings of Fact contained in the Staff Report are hereby adopted as the City Council's Findings of Fact, and the conditions for approval are adopted as the City Council's conditions for approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby conditionally approves the Major Preliminary Plan of Nutting Bros 2nd Filing, S10, T02S, R24 E. Lots 7 and 8, subject to and in accordance with all the terms and conditions contained in the attached Staff Report that is attached hereto and incorporated herein; and

BE IT FURTHER RESOLVED, the City Council hereby adopts the Findings of Fact contained in the attached Staff Report as its own; and

BE IT FURTHER RESOLVED that the City Council hereby conditionally approves the Petition for Annexation submitted by Regal Land Development subject to and in accordance with all the terms and conditions contained in the attached Staff Report as follows:

1. Pursuant to MCA Section 7-2-Part 46 the incorporated boundaries of the City of Laurel shall be and the same hereby is extended and/or expanded to include the territory described in the petition for annexation as additionally described below.
2. The owner of record of the territory annexed to the City of Laurel has executed a petition seeking such annexation.
3. The following described territory is hereby annexed to the City of Laurel:

Nutting Bros 2nd Filing, S10, T02S, R24 E. Lots 7 and 8, according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County.

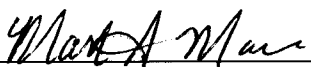
4. The Petitioner shall complete and satisfy all of the conditions contained in the Staff Report dated May 2, 2017, attached hereto and incorporated herein, before the annexation is finalized by recording the Resolution.
5. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder so long as the conditions of approval are satisfied.
6. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed complete and final.

Introduced at a regular meeting of the City Council on May 2, 2017, by Council Member Nelson.

PASSED and APPROVED by the City Council of the City of Laurel this 2nd day of May, 2017.

APPROVED by the Mayor this 2nd day of May, 2017.

CITY OF LAUREL

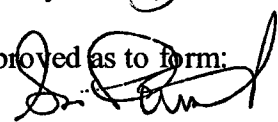


Mark A. Mace, Mayor

ATTEST:



Bethany Keeler, Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

R17-13 Regal Community Park conditional approval of the Major Preliminary Plan and Annexation



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City Council
FROM: Noel Eaton, City Planner
RE: Application for Annexation
HEARING
DATE: May 2nd 2017

INTRODUCTION:

Regal Land Development- Dan Wells has applied for annexation of his property located north of East 8th Street and East Maryland along Date Avenue. The property is legally described as NUTTING BROS 2ND FILING, S10, T02S, R24, LOTS 7&8.

STAFF FINDINGS:

1. Regal Land Development- Dan Wells is requesting the annexation of his property identified above. The property is zoned Residential Manufactured Homes. The property is 7.85 acres in size and is currently vacant land.
2. The application identifies the future use as a 55 site Development for Rent or Lease for manufactured homes. The applicant has also submitted an application for preliminary plan for Regal Community Park an Addition to the City of Laurel.
3. The application for preliminary plan provides a detailed Subdivision Improvements Agreement, which satisfies the development agreement improvement.
4. The application conforms to the goals of the City of Laurel Growth Management Plan. The Future Land Use map identifies this area as Residential Manufactured Homes.
5. This application in conjunction with the application for preliminary plan meets the requirements of the City of Laurel Annexation Policy.
6. As per the annexation policy requirements adopted by Ordinance No. O08-02, the planning board shall conduct a public hearing and forward a recommendation to the City Council. The public hearing has been advertised and scheduled at a regular Planning Board meeting to be held September 1, 2016.

ANNEXATION CRITERIA AND REQUIREMENTS

A: The City Council shall consider the following criteria when it receives a written petition for annexation:

- The property must be located within an area identified by city staff as a location for future city annexation or annexation of the property will promote orderly growth of the city to protect the health, safety and welfare in areas intensely utilized for residential, commercial, institutional and governmental purposes.
- The city must be able to provide adequate city services within a time period mutually agreed to by the property owner requesting annexation and the city;
- Existing or proposed public improvements within the area to be annex must meet all city standards. 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;
- All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts for engineering and construction of improvements including, but not limited to, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the city;
- Residential densities within the area to be annexed must be rezoned at a minimum density of R-7500; and
- The proposed land use within the area to be annexed must conform to the goals of the Laurel Yellowstone City-County Planning Board Growth Policy.

B: The City Council may decide to either condition the approval of the annexation in order to meet the criteria listed in Section A herein or require an annexation agreement. The conditions of approval must be clearly stated in the resolution of annexation or if required, the annexation agreement. If the property to be annexed is not developed, the conditions of approval or annexation agreement shall include a requirement for:

- A development agreement prior to the issuance of a building permit;
- A subdivision improvements agreement at the time of final plat approval, if applicable and
- An executed Waiver of Right to Protest creation of Special Improvement Districts for engineering and construction of improvements including, but not limited, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the City.

SUGGESTED CONDITIONS OF APPROVAL

1. In the event public improvements have not been completed at the time a building permit is applied for, the applicant shall provide a development agreement.
2. A Subdivision Improvements Agreement shall be executed with Final Plan approval.
3. A waiver of right to protest shall be executed and filed with the Clerk and Recorder at the time of annexation approval.



LAUREL CITY-COUNTY PLANNING DEPARTMENT

STAFF REPORT

TO: Laurel City Council
FROM: Noel Eaton, City Planner
RE: Regal Community Park an Addition to the City of Laurel- Preliminary Plan
HEARING
DATE: May 2nd, 2017

INTRODUCTION:

In January 2017, Regal Land Development, applied for major preliminary plan approval for the Development for Rent or Lease for Regal Community Park which contains 55 sites on approximately 7.85 acres of land for residential development. The subject property is located east of Date Avenue, north of 8th St, south of Maryland Lane and West of City Park land. The property is not within the City of Laurel but the property owner is petitioning for annexation.

RECOMMENDATION:

Planning staff recommends that the City Council make findings and should they decide to approve, include the staff report and staff recommended conditions and adopt the Findings of Fact as presented.

A motion was made to approve the preliminary plan and annexation request for the Regal Community Park with staff report, staff findings, and staff suggested conditions of approval for both preliminary plan and annexation request which was seconded by Dan Koch. The motion carried by a vote of 5 – 0.

VARIANCES REQUESTED:

There are no variances requested.

PROPOSED CONDITIONS OF APPROVAL:

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact:

1. The property shall be annexed into the City of Laurel.

2. There shall be Right-of-Way of 27 feet surveyed and filed under MCA exemption 76-3-201(h) for the remainder ROW dedication for Date Avenue prior to final plan.
3. There shall be Right-of-Way of 40 feet surveyed and filed under MCA exemption 76-3-201(h) for the remainder ROW dedication for East Maryland Lane prior to final plan.
4. All public improvements shall be built to Montana Public Work Standards and to the specifications made in the Subdivision Improvements Agreement provided with the application for preliminary plan.
5. Water and sewer connections must be approved by the Public Works Director prior to final plan.
6. A stormwater management plan must be approved by MDEQ before final plan.
7. To minimize effects on local services, utility easements shall be provided on the final plan.
8. To minimize the effects on local services, a centralized mailbox unit shall be provide as coordinated by the U.S. Postal Service along the north side of East 8th Street. There shall also be a concrete pad.
9. To minimize the effects on local services, as requested from the Laurel Fire Department, no parking signs shall be provided by the developer and installed in front of all fire hydrants.
10. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Department to clarify the documents and bring them into the standard acceptable format.
11. To minimize the effects on the natural environment, a weed management plan and property inspection shall be approved by the County Weed Department, prior to final plan approval.
12. Cash in lieu of parkland shall be received with final plan approval.
13. If City of Laurel solid waste services are used, a plan must be approved by the Public Works Director.
14. The final plan shall comply with all requirements of the Laurel-Yellowstone City-County Planning Area Subdivision Regulations, rules, policies, and resolutions of the City of Laurel, and the law and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY:

- Regal Community Park was denied annexation and preliminary plan by Laurel City Council due to a requested variance in October of 2016. The applicant has revised the site plan and conforms to Subdivision Regulations at this time.
- A pre-application meeting was conducted with Planning Staff for the proposed development
- The preliminary plat application sufficiency and completeness review was done.
- The Planning Board held a public hearing on Thursday April 6th 2017.

PLAT INFORMATION:

General location:	East of Date Avenue, North of 8 th St, South of Maryland Lane, West of City Park
Legal Description:	NUTTING BROS 2ND FILING, S10, T02 S, R24 E, Lot 7 – 8
Subdivider and Owner:	Regal Land Development- Dan Wells
Engineering and Surveyor:	Scott Worthington- In Site Engineering
Existing Zoning:	Residential Manufactured Home
Existing Land Use:	Vacant/Open
Proposed Land Use:	Residential Manufactured Homes
Gross Area:	7.85
Proposed # of Lots:	55
Lot Sizes:	Average lot size of 4,419 sq/ft
Parkland Requirements:	Cash in lieu of parkland will be received.

PROPOSED FINDINGS OF FACT:

The Findings of Fact for the preliminary plan of Regal Community Park an Addition to the City of Laurel have been prepared by the Laurel City-County Planning Department staff for review by the City/County Planning Board. These findings are based on the preliminary application and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Laurel-Yellowstone City-County Planning Area Subdivision Regulations.

- A. What are the effects on agriculture and agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat and public health and safety? (76-3-608(3)(a), MCA) (Section 3 (C)(3)(a), LYCCPASR)**

1. **Effect on agriculture and agricultural water user facilities.**

The proposed Regal Community Park will have no impact on agriculture. The 7.85 acre Regal Community Park site is currently a vacant lot. It is surrounded on three sides by land that has been annexed into the City of Laurel; therefore, the site is no longer considered a viable farming unit. Areas to the South and West are currently mobile home parks and the area to the east and north are parkland.

There are no existing irrigation rights with the property and no modification to existing ditches will occur with the development.

2. **Effect on local services**

a. The subdivision improvements agreement has provided detailed information regarding:

- Water- A 6inch PVC water main will be installed in Regal Avenue (private) to serve the project. The point of connection is at Elm Ave and East 8th Street. There will be a private meter vault as the main enters the development.
- Sanitary sewer-6inch PVC sewer main will be installed. The point of connection will be at Pine Land and East 8th Street.
- Storm drainage- storm drainage will be approved by MDEQ and will be conveyed by way on internal private streets to storm drain inlets and piped to a retention pond in the southeast corner.
- Streets- Access to the private development will be on the south side of E Maryland and the north side of East 8th Street. Private internal roads (Regal Avenue and Regal Loop) will access each pad site.
- Parks and Open Space-Cash in lieu will be provided at time of final plan approval

3. **Effects on the natural environment**

The development is proposed to contain 55 single family residential manufactured homes. The property has a zoning designation of RMH and is being annexed into the City concurrent with the preliminary plan. The proposed development will have minimal impact on local services as it is surrounded on three sides by existing city land.

4. **Effects on wildlife and wildlife habitat**

There are no known endangered species or critical game ranges on site. Due to the history of agricultural use near the site, and the adjacent residential use, it provides little wildlife

habitat. Wildlife species consist mainly of rodents and common birds. Little cover and shelter is available for wildlife species in the area.

5. Effects on public health and safety

Cash-in-lieu donation for parkland will be able to be used to better maintain city parks. Also, the proposed development will improve access for the public by installing sidewalks along the south side of East Maryland land and the north side of East 8th Street. This will allow residents in the area to safely walk to the park.

B. Was an Environmental Assessment Required? (76-3-603, MCA)(Section 16.9 LYCCPASR)

An environmental assessment was required and submitted with the application.

C. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? (76-3-608 (3)(b), MCA)

The development, with proposed conditions, satisfies the requirements of the Montana Subdivision and Platting Act and conforms to the design standards specified in the LYCCPASR. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

D. Does the subdivision conform to sanitary requirements? (Section 3(C)(3)(e), LYCCPASR)

A water and sewer design report has been included with the application. The Subdivision Improvements agreement identifies the developer responsibilities in connecting to City water and sewer services.

E. Does the proposed plat provide easements for the location and installation of any utilities? (76-3-608(3)(C), MCA)

Utility easements shall be provided on the face of the final plan.

F. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? (76-3-608 (3)(d), MCA)

Physical access has been provided for all lots by private internal streets.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plan of Regal Community Park does not create any adverse impacts that warrant denial of the development.
- With the proposed conditions, Regal Community Park is in compliance with the Montana Subdivision and Platting Act, LYCCPASR and the City of Laurel Growth Management Plan.
- All public improvements shall be built to Montana Public Work Standards.

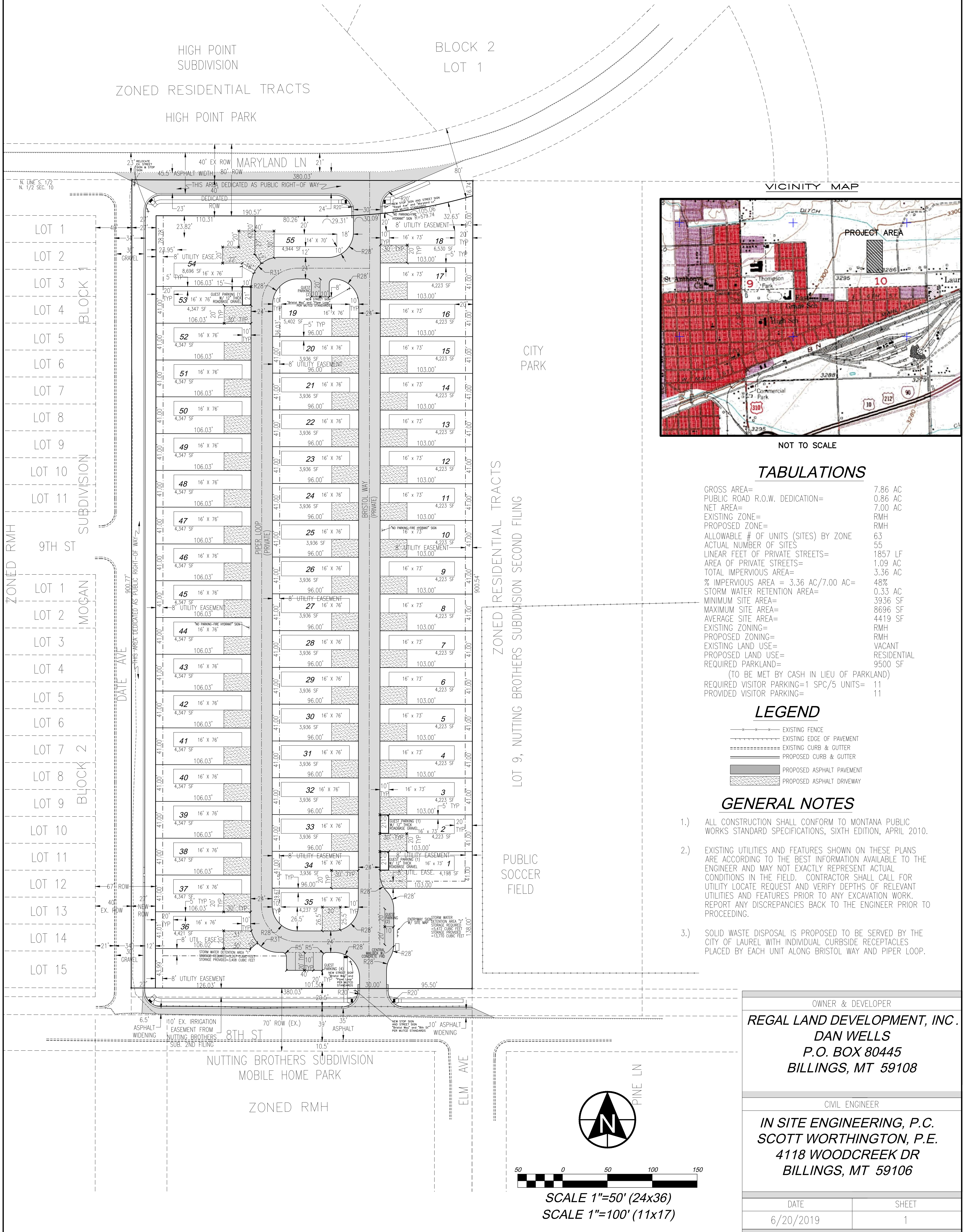
REGAL COMMUNITY PARK

OVERALL SITE PLAN
AN ADDITION TO THE CITY OF LAUREL, MONTANA

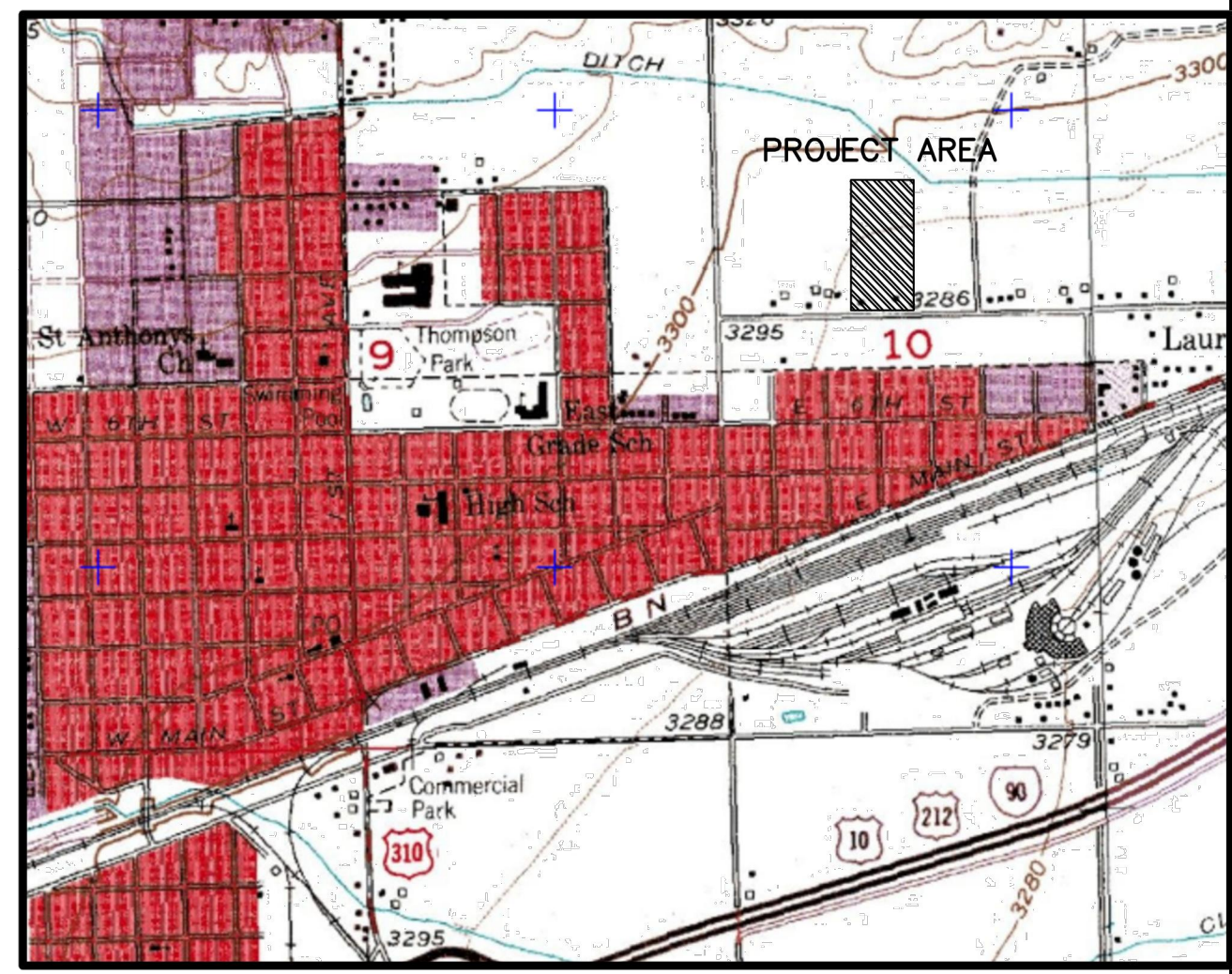
BEING LOTS 7 & 8 OF NUTTING BROTHERS SUBDIVISION, 2ND FILING
LOCATED IN THE NW 1/4 OF SECTION 10, T.2S., R.24E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA

SHEET INDEX

1. OVERALL SITE PLAN
2. OVERALL UTILITY PLAN
3. OVERALL DRAINAGE PLAN
4. 8TH STREET PLAN / PROFILES
- 5.1 BRISTOL WAY PLAN / PROFILE
- 5.2 PIPER LOOP PLAN / PROFILE
6. DATE AVE PLAN / PROFILE
7. MARYLAND LANE PLAN / PROFILE
- 8.0 DETAILS
- 8.1 DETAILS
- 8.2 DETAILS



VICINITY MAP



NOT TO SCALE

TABULATIONS

GROSS AREA=	7.86 AC
PUBLIC ROAD R.O.W. DEDICATION=	0.86 AC
NET AREA=	7.00 AC
EXISTING ZONE=	RMH
PROPOSED ZONE=	RMH
ALLOWABLE # OF UNITS (SITES) BY ZONE	63
ACTUAL NUMBER OF SITES	55
LINEAR FEET OF PRIVATE STREETS=	1857 LF
AREA OF PRIVATE STREETS=	1.09 AC
TOTAL IMPERVIOUS AREA=	3.36 AC
% IMPERVIOUS AREA = 3.36 AC/7.00 AC=	48%
STORM WATER RETENTION AREA=	0.33 AC
MINIMUM SITE AREA=	3936 SF
MAXIMUM SITE AREA=	8696 SF
AVERAGE SITE AREA=	4419 SF
EXISTING ZONING=	RMH
PROPOSED ZONING=	RMH
EXISTING LAND USE=	VACANT
PROPOSED LAND USE=	RESIDENTIAL
REQUIRED PARKLAND=	9500 SF
(TO BE MET BY CASH IN LIEU OF PARKLAND)	
REQUIRED VISITOR PARKING=1 SPC/5 UNITS=	11
PROVIDED VISITOR PARKING=	11

LEGEND

- EXISTING FENCE
- EXISTING EDGE OF PAVEMENT
- EXISTING CURB & GUTTER
- PROPOSED CURB & GUTTER
- PROPOSED ASPHALT PAVEMENT
- PROPOSED ASPHALT DRIVEWAY

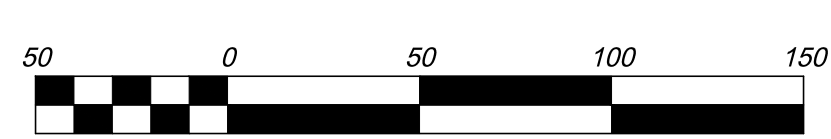
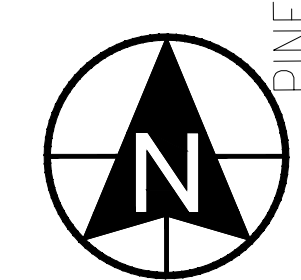
GENERAL NOTES

- 1.) ALL CONSTRUCTION SHALL CONFORM TO MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS, SIXTH EDITION, APRIL 2010.
- 2.) EXISTING UTILITIES AND FEATURES SHOWN ON THESE PLANS ARE ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER AND MAY NOT EXACTLY REPRESENT ACTUAL CONDITIONS IN THE FIELD. CONTRACTOR SHALL CALL FOR UTILITY LOCATE REQUEST AND VERIFY DEPTHS OF RELEVANT UTILITIES AND FEATURES PRIOR TO ANY EXCAVATION WORK. REPORT ANY DISCREPANCIES BACK TO THE ENGINEER PRIOR TO PROCEEDING.
- 3.) SOLID WASTE DISPOSAL IS PROPOSED TO BE SERVED BY THE CITY OF LAUREL WITH INDIVIDUAL CURBSIDE RECEPTACLES PLACED BY EACH UNIT ALONG BRISTOL WAY AND PIPER LOOP.

OWNER & DEVELOPER
REGAL LAND DEVELOPMENT, INC.
DAN WELLS
P.O. BOX 80445
BILLINGS, MT 59108

CIVIL ENGINEER
IN SITE ENGINEERING, P.C.
SCOTT WORTHINGTON, P.E.
4118 WOODCREEK DR
BILLINGS, MT 59106

DATE	SHEET
6/20/2019	1

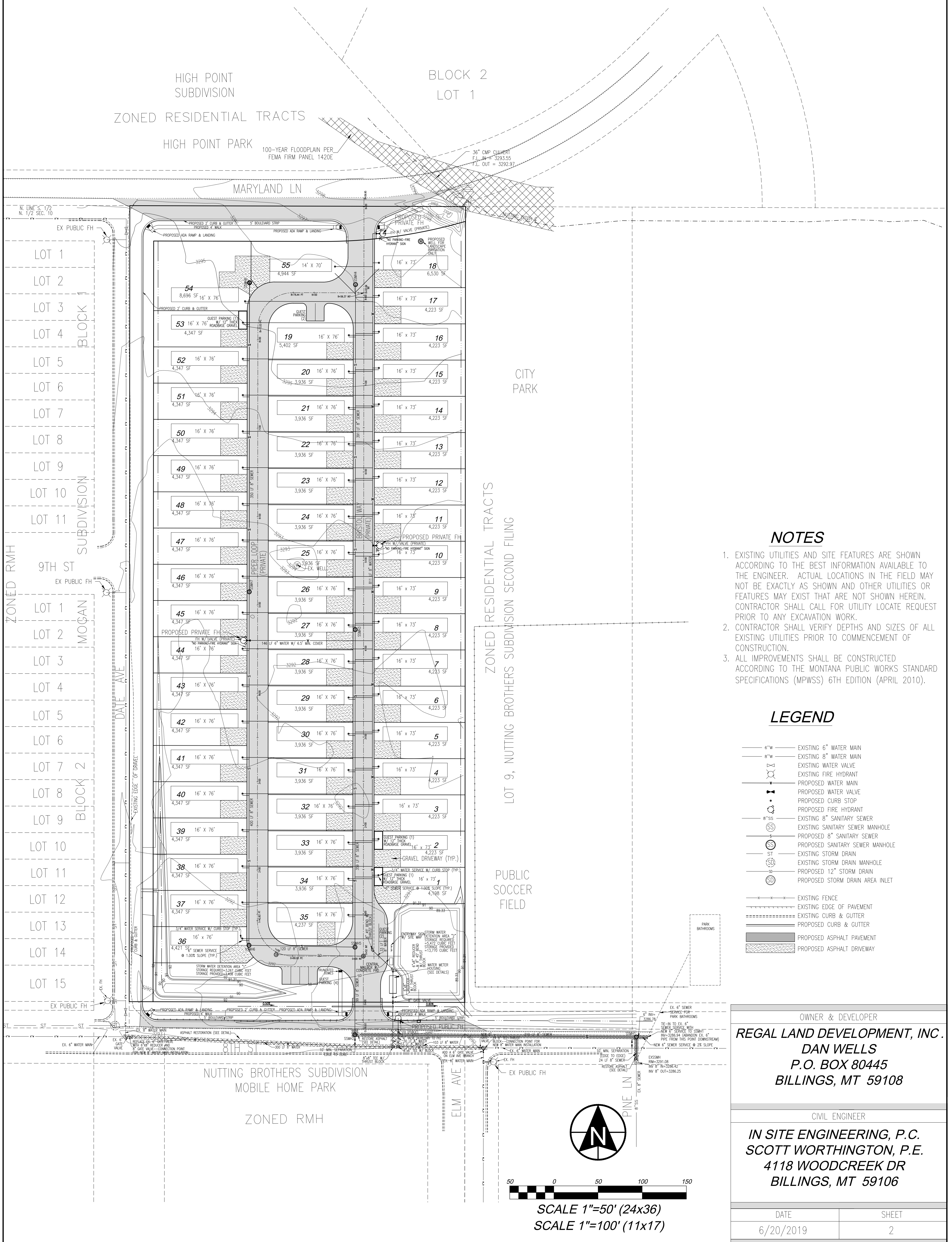


SCALE 1"=50' (24x36)
SCALE 1"=100' (11x17)

REGAL COMMUNITY PARK

OVERALL UTILITY PLAN
AN ADDITION TO THE CITY OF LAUREL, MONTANA

BEING LOTS 7 & 8 OF NUTTING BROTHERS SUBDIVISION, 2ND FILING
LOCATED IN THE NW 1/4 OF SECTION 10, T.2S., R.24E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA



NOTES

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- ALL IMPROVEMENTS SHALL BE CONSTRUCTED ACCORDING TO THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS (MPWSS) 6TH EDITION (APRIL 2010).

LEGEND

— 6" W —	EXISTING 6" WATER MAIN
— 8" W —	EXISTING 8" WATER MAIN
— V —	EXISTING WATER VALVE
— H —	EXISTING FIRE HYDRANT
— W —	PROPOSED WATER MAIN
— V —	PROPOSED WATER VALVE
— C —	PROPOSED CURB STOP
— F —	PROPOSED FIRE HYDRANT
— S —	EXISTING 8" SANITARY SEWER
— S —	PROPOSED 8" SANITARY SEWER
— S —	PROPOSED SANITARY SEWER MANHOLE
— S —	EXISTING STORM DRAIN
— S —	EXISTING STORM DRAIN MANHOLE
— S —	PROPOSED 12" STORM DRAIN
— S —	PROPOSED STORM DRAIN AREA INLET
— F —	EXISTING FENCE
— E —	EXISTING EDGE OF PAVEMENT
— G —	EXISTING CURB & GUTTER
— G —	PROPOSED CURB & GUTTER
— A —	PROPOSED ASPHALT PAVEMENT
— D —	PROPOSED ASPHALT DRIVEWAY

OWNER & DEVELOPER
REGAL LAND DEVELOPMENT, INC.
DAN WELLS
P.O. BOX 80445
BILLINGS, MT 59108

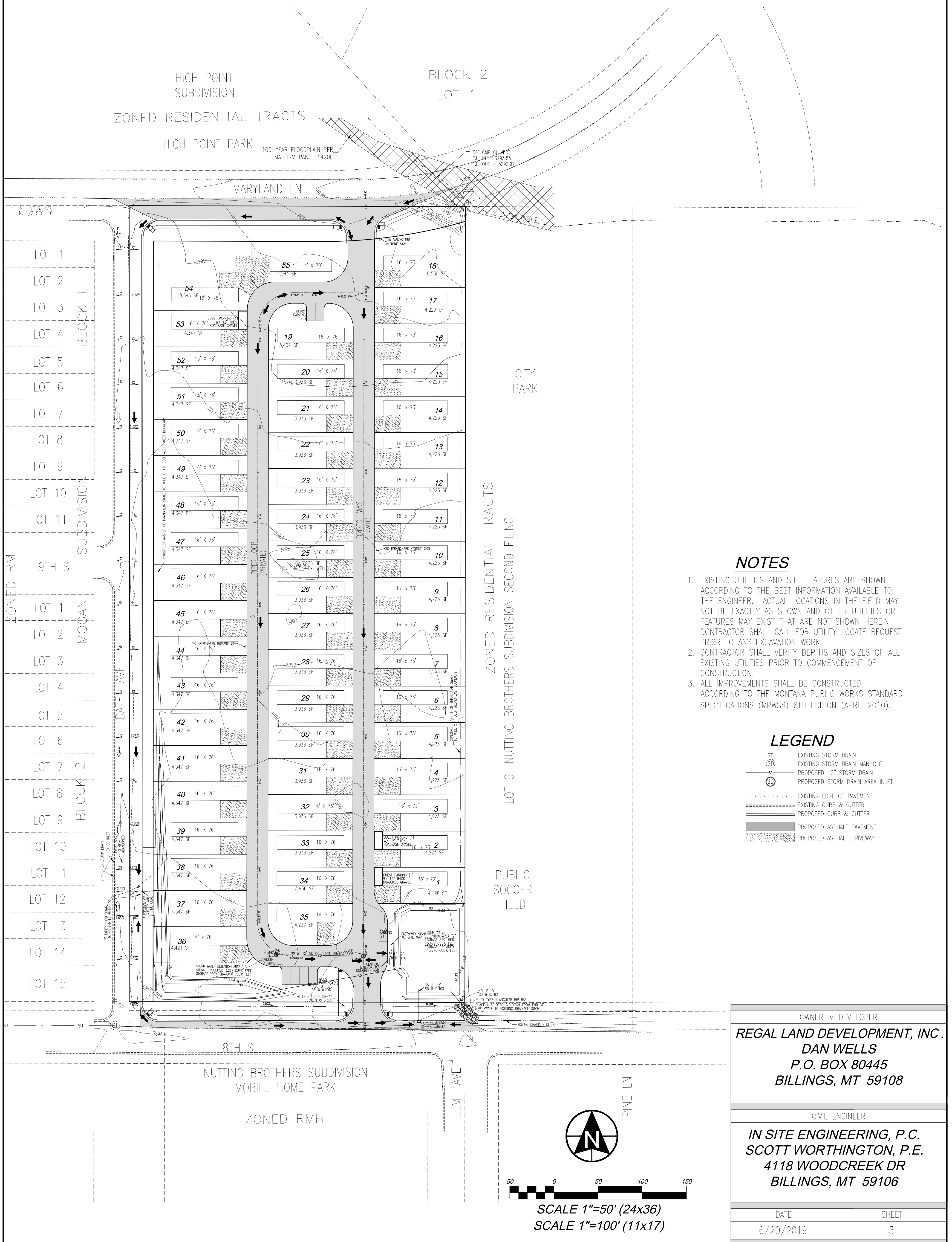
CIVIL ENGINEER
IN SITE ENGINEERING, P.C.
SCOTT WORTHINGTON, P.E.
4118 WOODCREEK DR
BILLINGS, MT 59106

DATE	SHEET
6/20/2019	2

REGAL COMMUNITY PARK

OVERALL GRADING & DRAINAGE PLAN
AN ADDITION TO THE CITY OF LAUREL, MONTANA

BEING LOTS 7 & 8 OF NUTTING BROTHERS SUBDIVISION, 2ND FILING
LOCATED IN THE NW 1/4 OF SECTION 10, T.2S., R.24E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA



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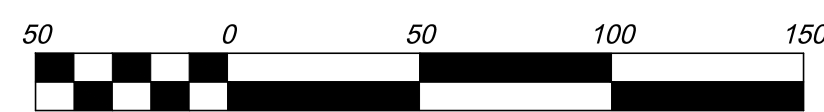
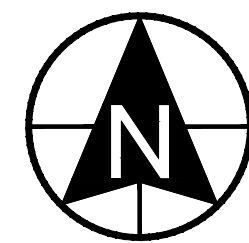
LEGEND

- ST — EXISTING STORM DRAIN
- ⊕ — EXISTING STORM DRAIN MANHOLE
- — PROPOSED 12" STORM DRAIN
- ⊙ — PROPOSED STORM DRAIN AREA INLET
- — EXISTING EDGE OF PAVEMENT
- — EXISTING CURB & GUTTER
- — PROPOSED CURB & GUTTER
- ▒ — PROPOSED ASPHALT PAVEMENT
- ▒ — PROPOSED ASPHALT DRIVEWAY

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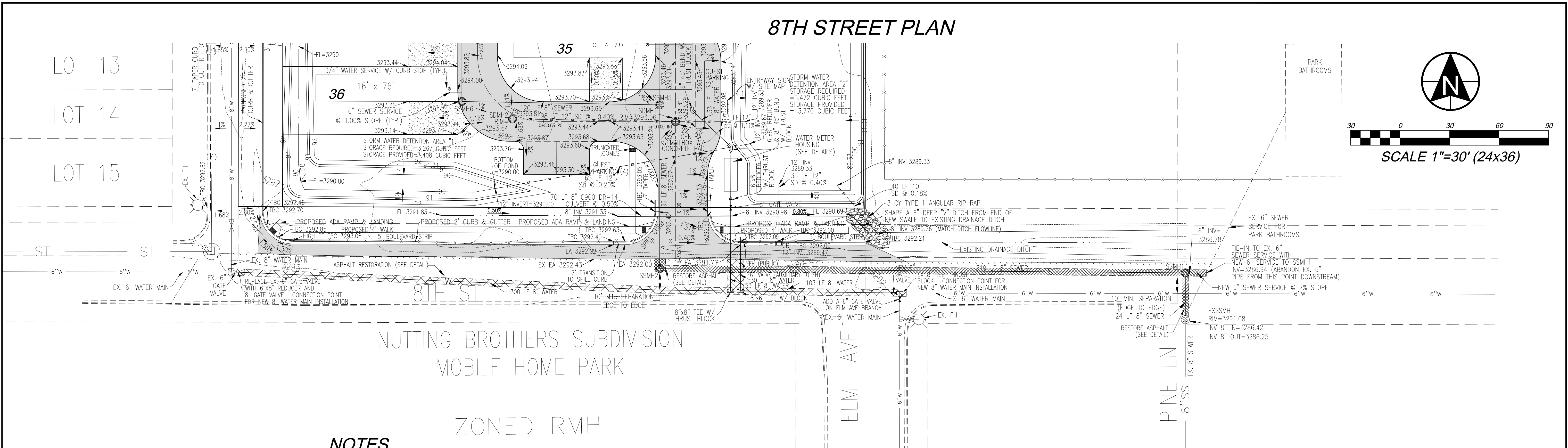
CIVIL ENGINEER
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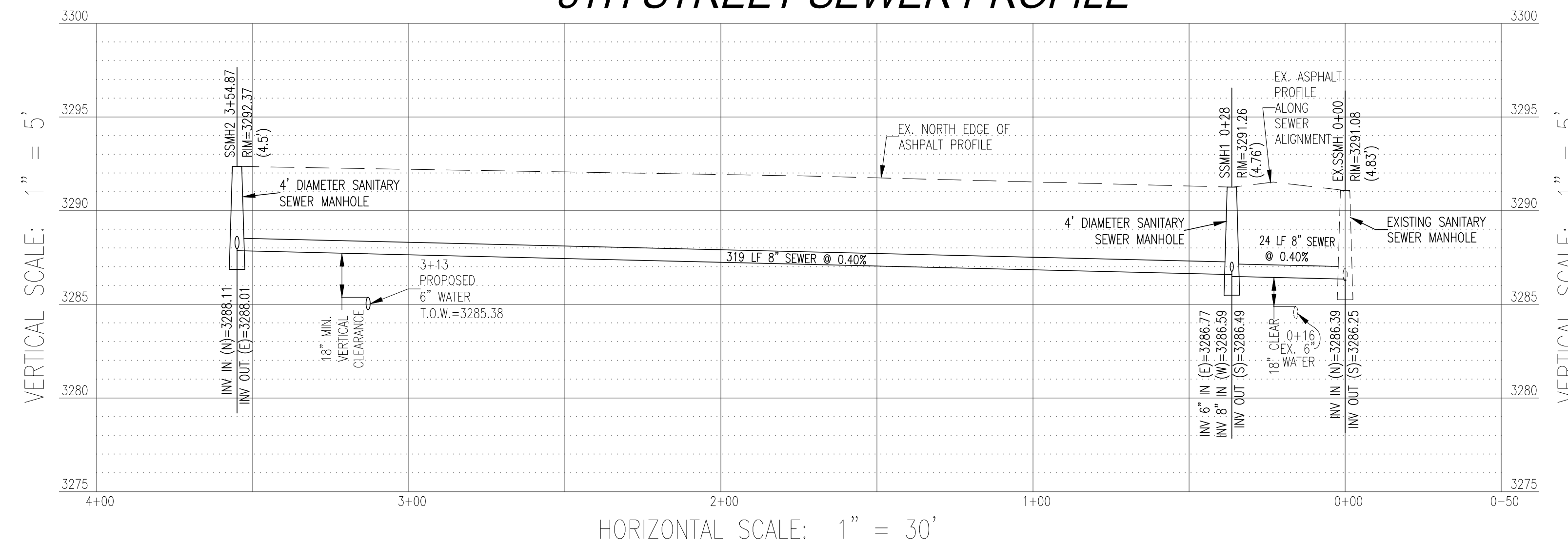
8TH STREET PLAN



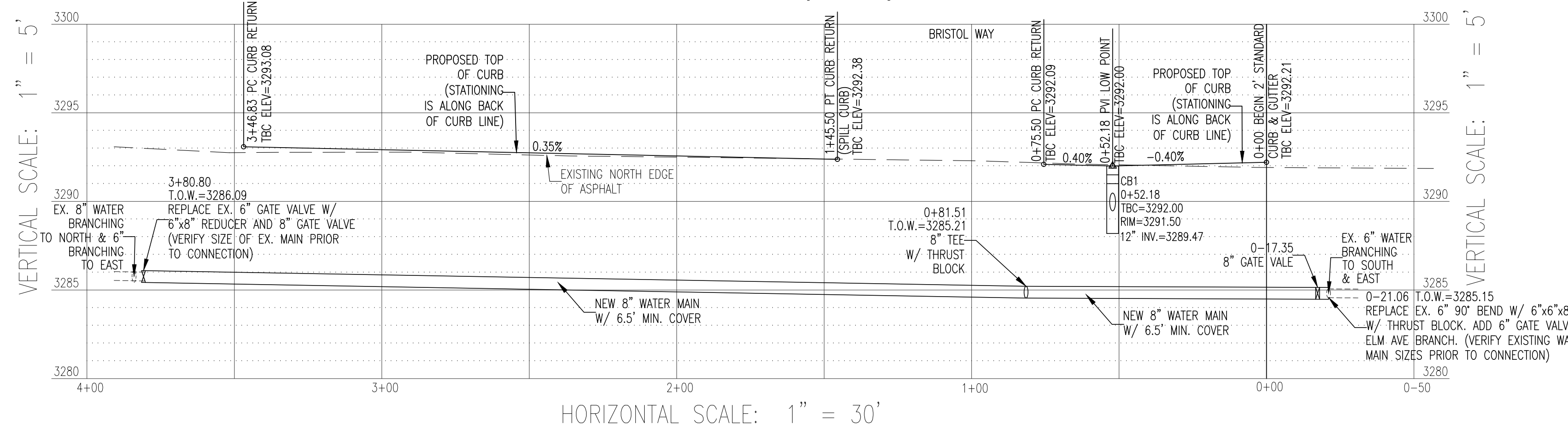
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- CONTACT LAUREL PUBLIC WORKS PRIOR TO WATERLINE CONSTRUCTION TO COORDINATE VALVE OPERATION AND ISOLATION OF THE WORK AREA.

8TH STREET SEWER PROFILE

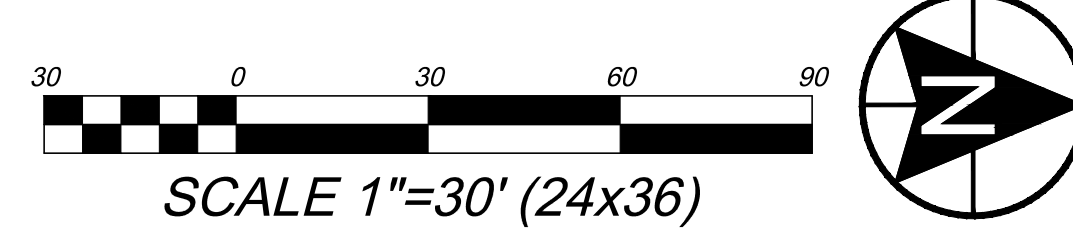


8TH STREET TOP BACK OF CURB (TBC) & WATERLINE PROFILE

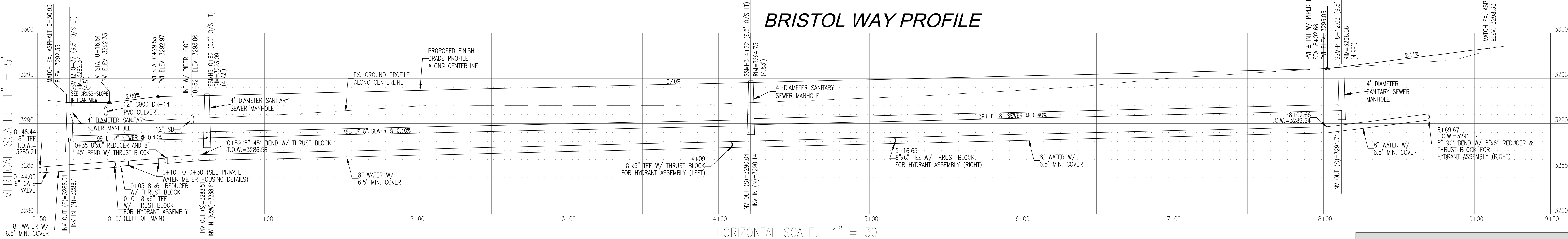


OWNER & DEVELOPER	
REGAL LAND DEVELOPMENT, INC. DAN WELLS P.O. BOX 80445 BILLINGS, MT 59108	
CIVIL ENGINEER	
IN SITE ENGINEERING, P.C. SCOTT WORTHINGTON, P.E. 4118 WOODCREEK DR BILLINGS, MT 59106	
DATE	SHEET
6/20/2019	4

BRISTOL WAY PLAN

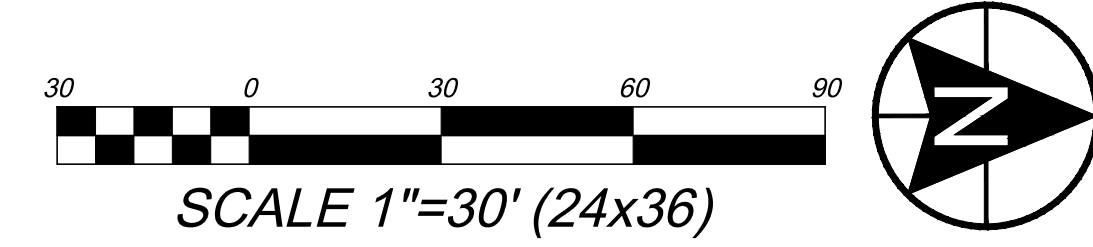


BRISTOL WAY PROFILE

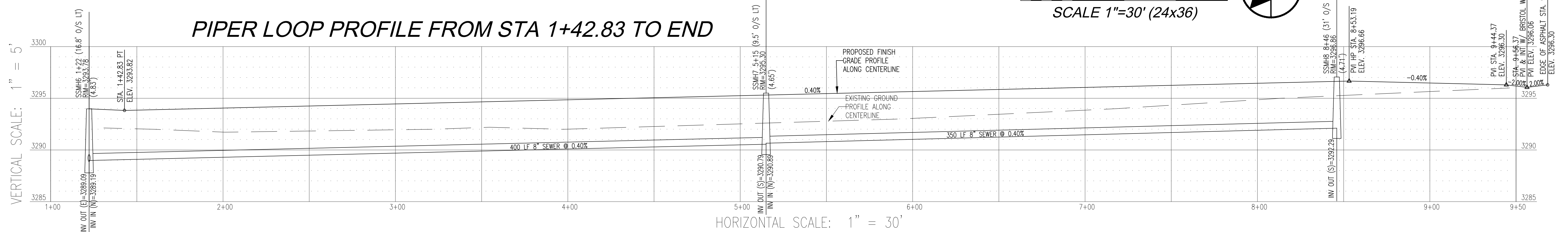


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CIVIL ENGINEER	
IN SITE ENGINEERING, P.C. SCOTT WORTHINGTON, P.E. 4118 WOODCREEK DR BILLINGS, MT 59106	
DATE	SHEET
6/20/2019	5.1

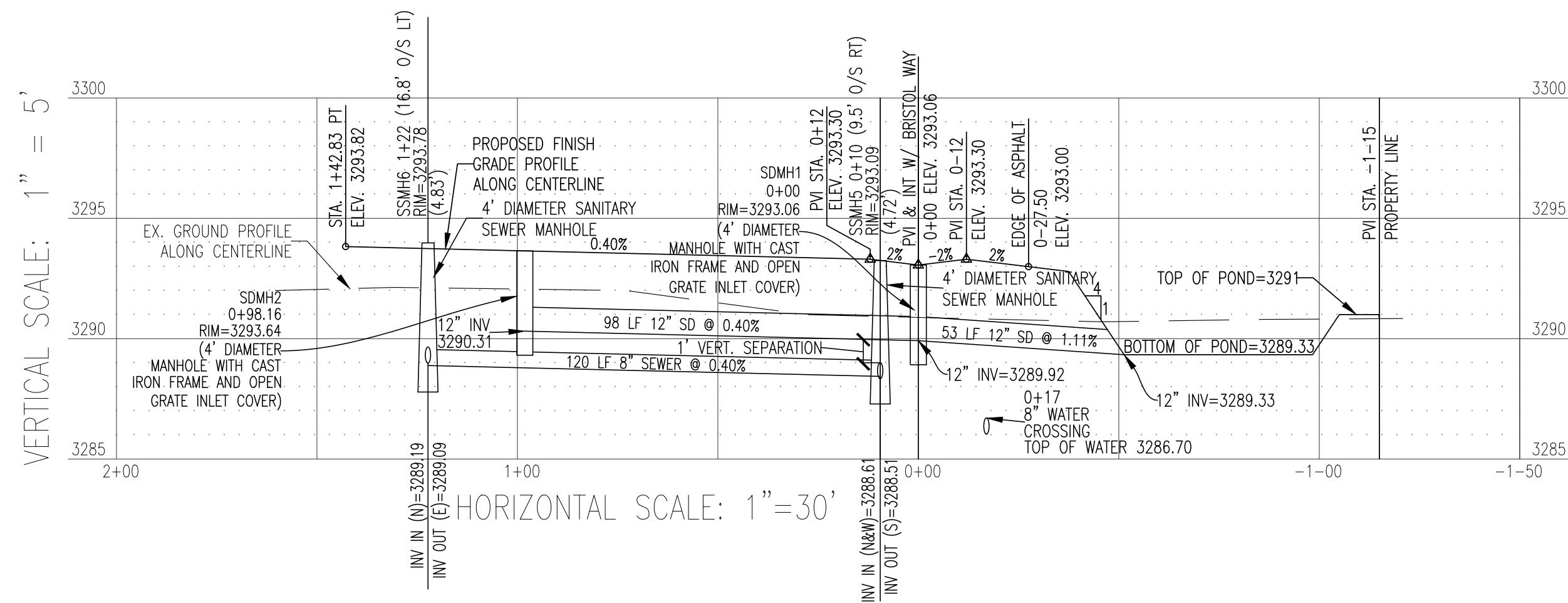
PIPER LOOP PLAN



PIPER LOOP PROFILE FROM STA 1+42.83 TO END



PIPER LOOP PROFILE FROM BEGINNING TO STA 1+42.83



OWNER & DEVELOPER	
REGAL LAND DEVELOPMENT, INC. DAN WELLS P.O. BOX 80445 BILLINGS, MT 59108	
CIVIL ENGINEER	
IN SITE ENGINEERING, P.C. SCOTT WORTHINGTON, P.E. 4118 WOODCREEK DR BILLINGS, MT 59106	
DATE	SHEET
6/20/2019	5.2

DATE AVE PLAN

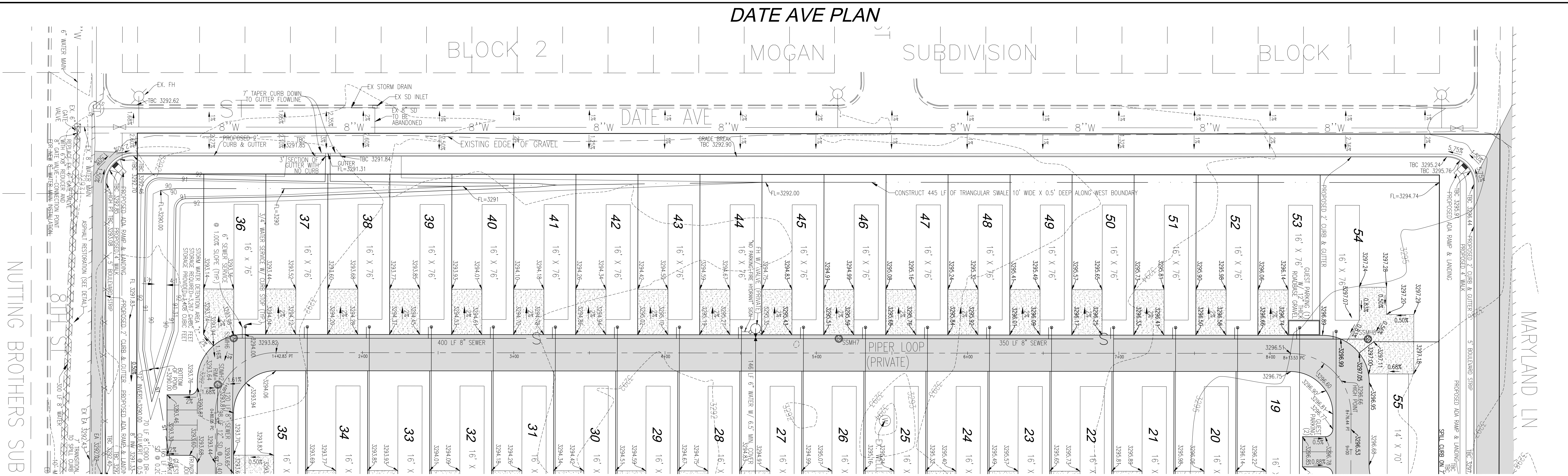
BLOCK 2

MOGAN

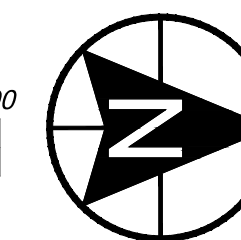
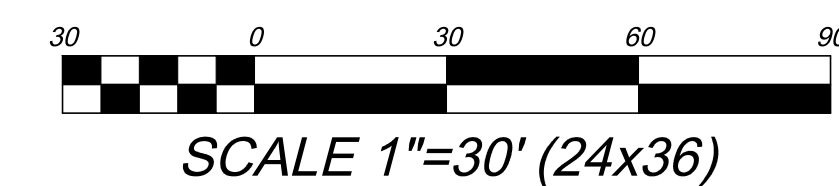
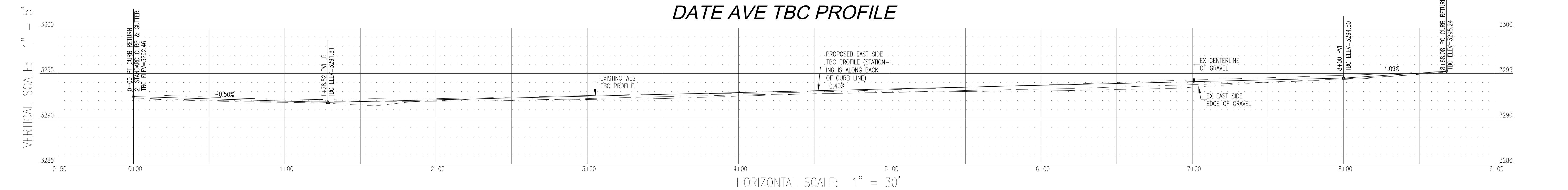
SUBDIVISION

BLOCK 1

DATE AVE



DATE AVE TBC PROFILE



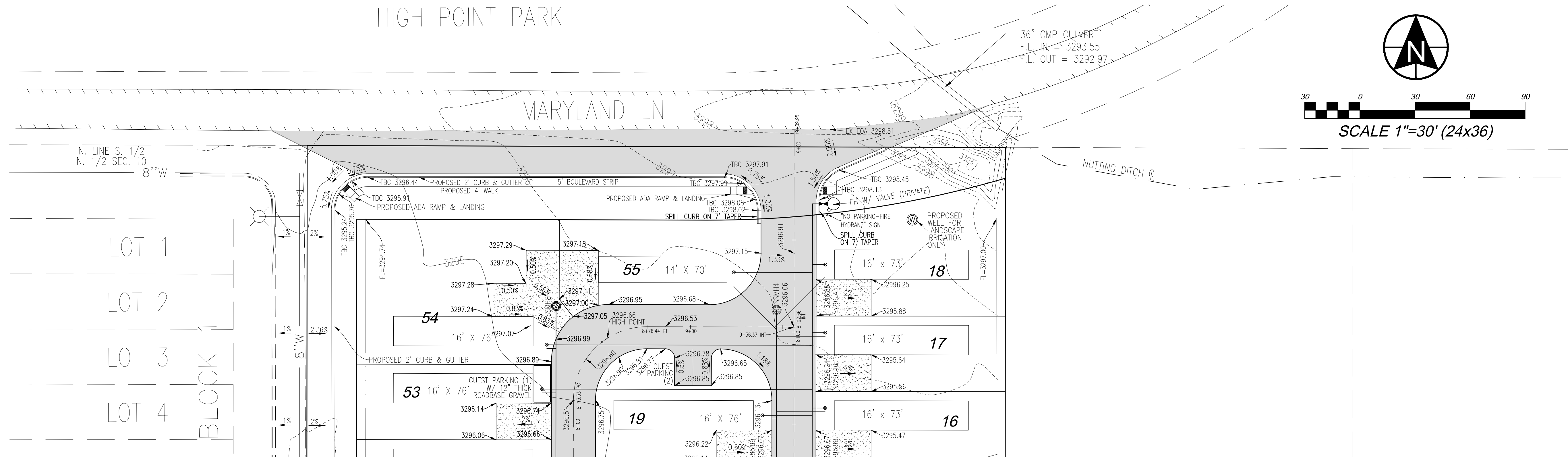
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 4118 WOODCREEK DR
 BILLINGS, MT 59106

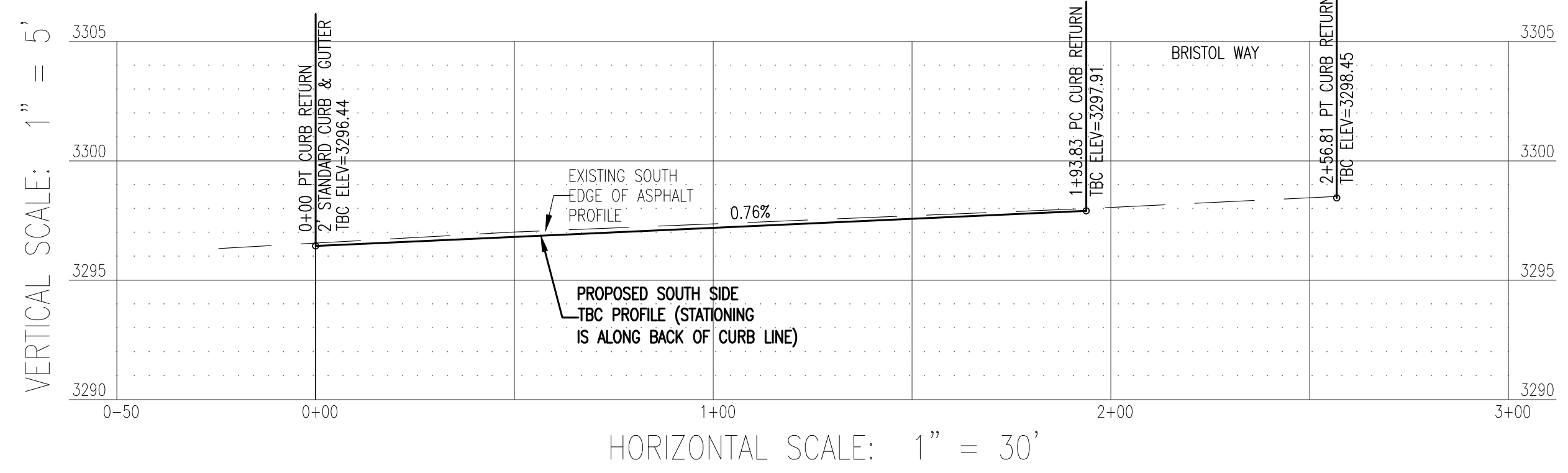
DATE	SHEET
6/20/2019	6

MARYLAND LANE PLAN

HIGH POINT PARK



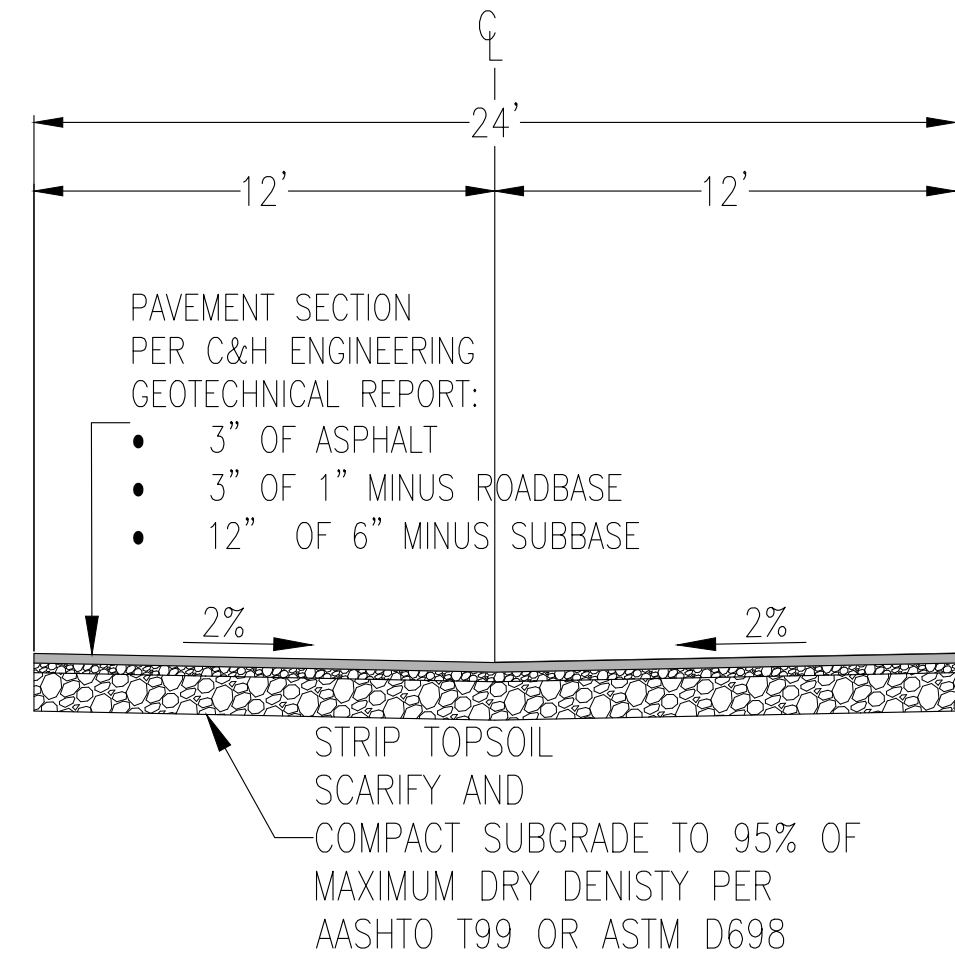
MARYLAND LANE TBC PROFILE



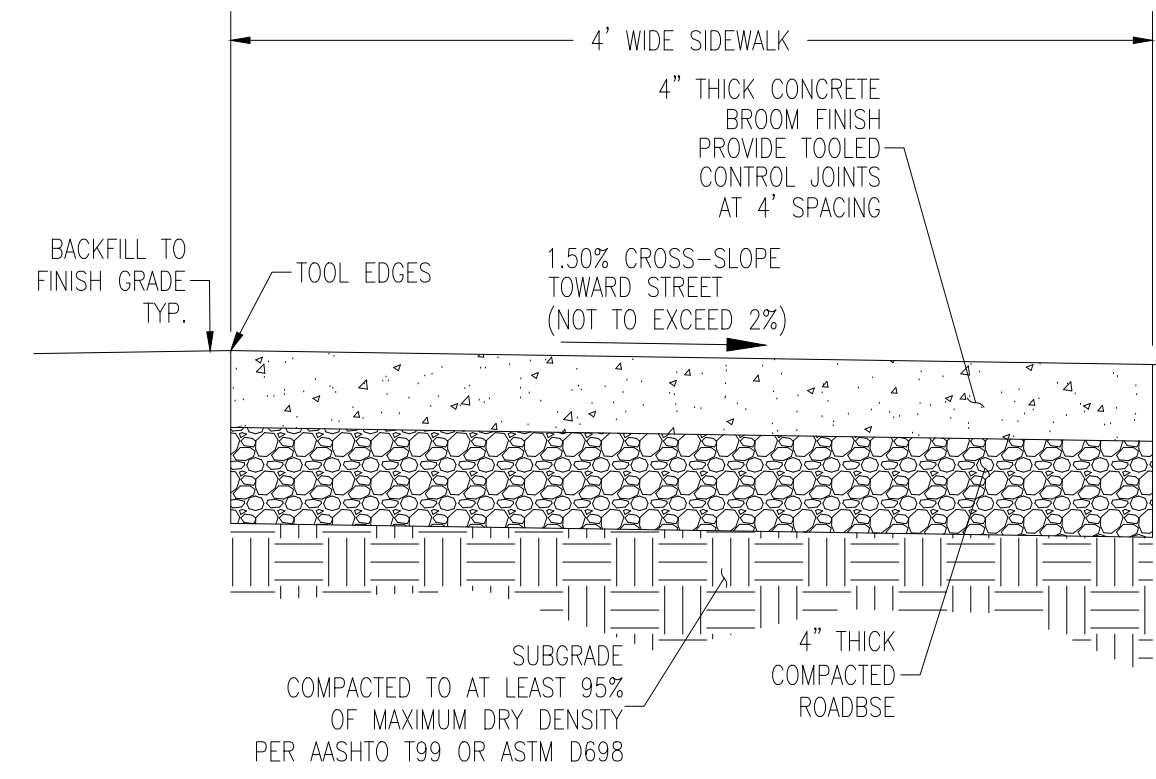
OWNER & DEVELOPER
REGAL LAND DEVELOPMENT, INC.
 DAN WELLS
 P.O. BOX 80445
 BILLINGS, MT 59108

CIVIL ENGINEER
IN SITE ENGINEERING, P.C.
 SCOTT WORTHINGTON, P.E.
 4118 WOODCREEK DR
 BILLINGS, MT 59106

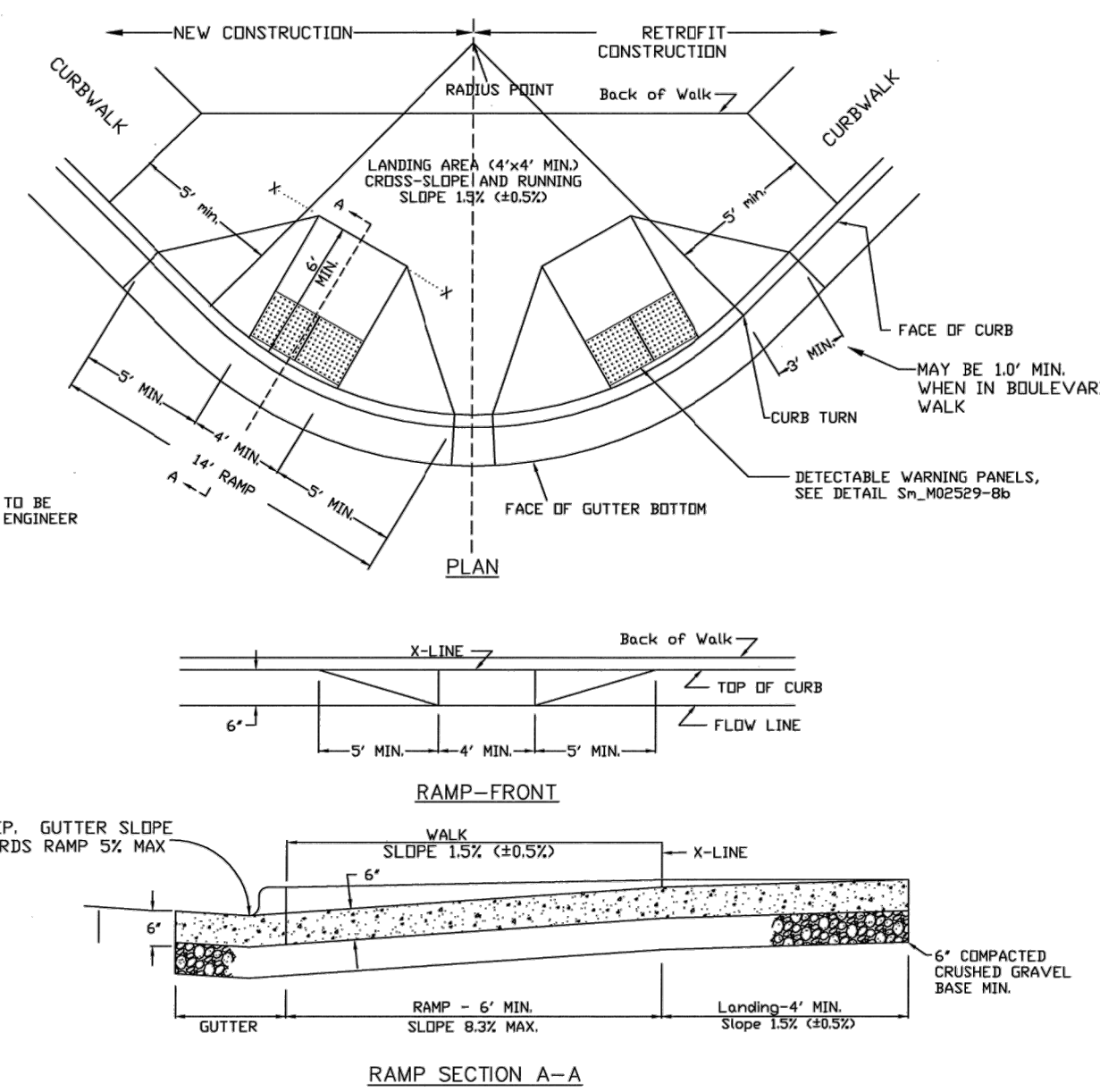
DATE	SHEET
6/20/2019	7



TYPICAL PRIVATE STREET CROSS-SECTION
NOT TO SCALE

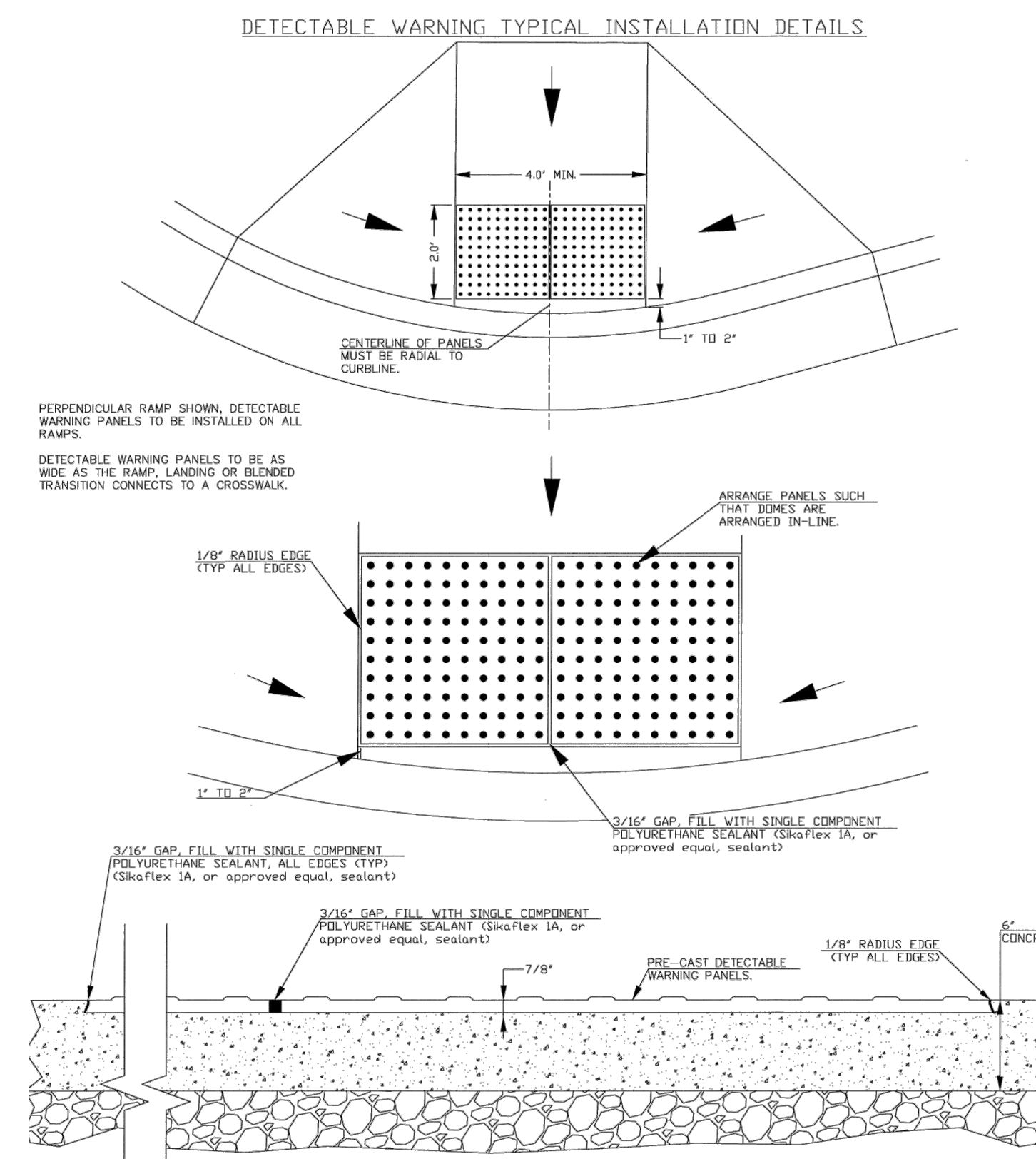


SIDEWALK DETAIL
NOT TO SCALE

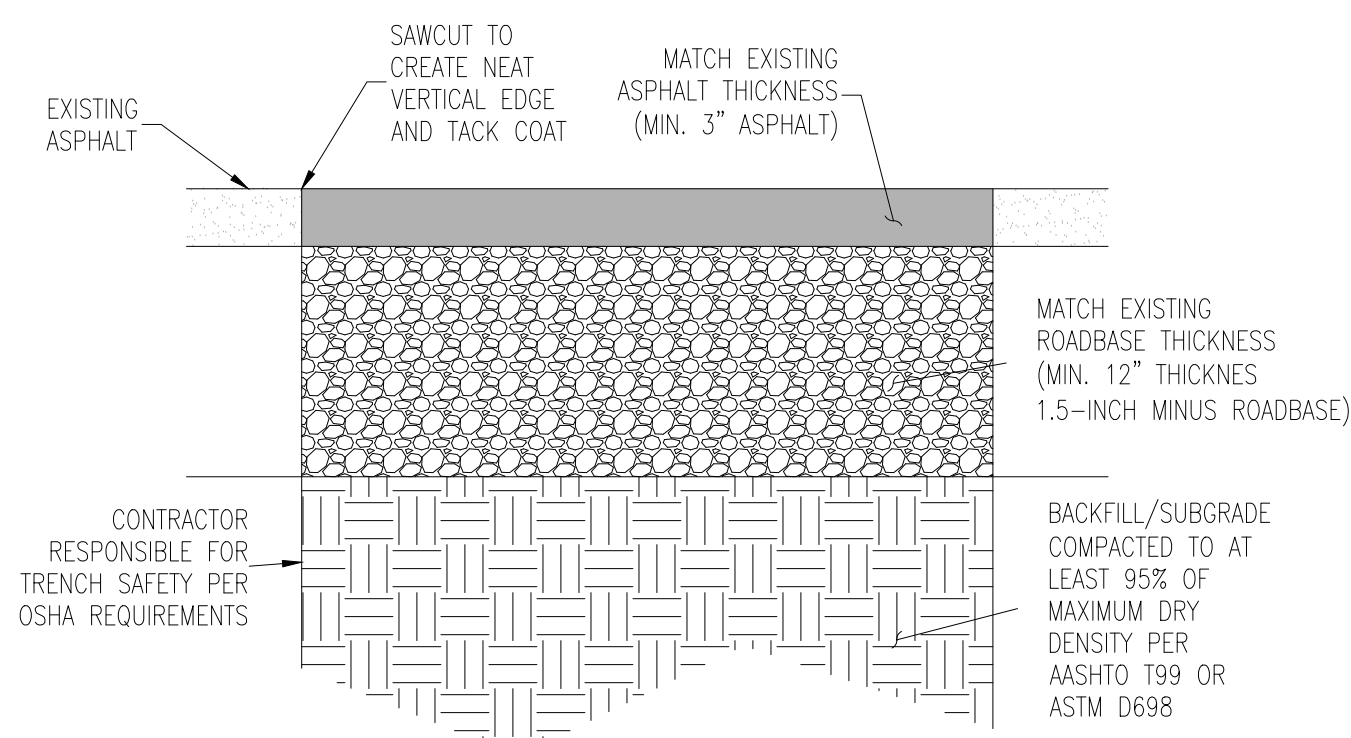


NOTES:
 1.) NOT ALL INTERSECTIONS WILL HAVE TWO RAMP PER CORNER; ENGINEER SHALL DETERMINE NUMBER AND ORIENTATION OF RAMP AT EACH INTERSECTION.
 2.) DOVEL WALK TO CURB AND GUTTER WITH 2" MAX. DN CENTER, EPXDY COATED #4 REBAR, 1' IN LENGTH.
 3.) THIS DRAWING IDENTIFIES THE GENERAL CONCEPT OF RAMP CONSTRUCTION FOR THIS CONDITION. DETAILS MAY NEED TO BE MODIFIED TO FIT ACTUAL CONDITIONS. ALL SUCH MODIFICATIONS MUST BE APPROVED BY THE CITY ENGINEERS OFFICE PRIOR TO USE.
 4.) DETECTABLE WARNING PANELS TO BE INSTALLED ON ALL RAMP.

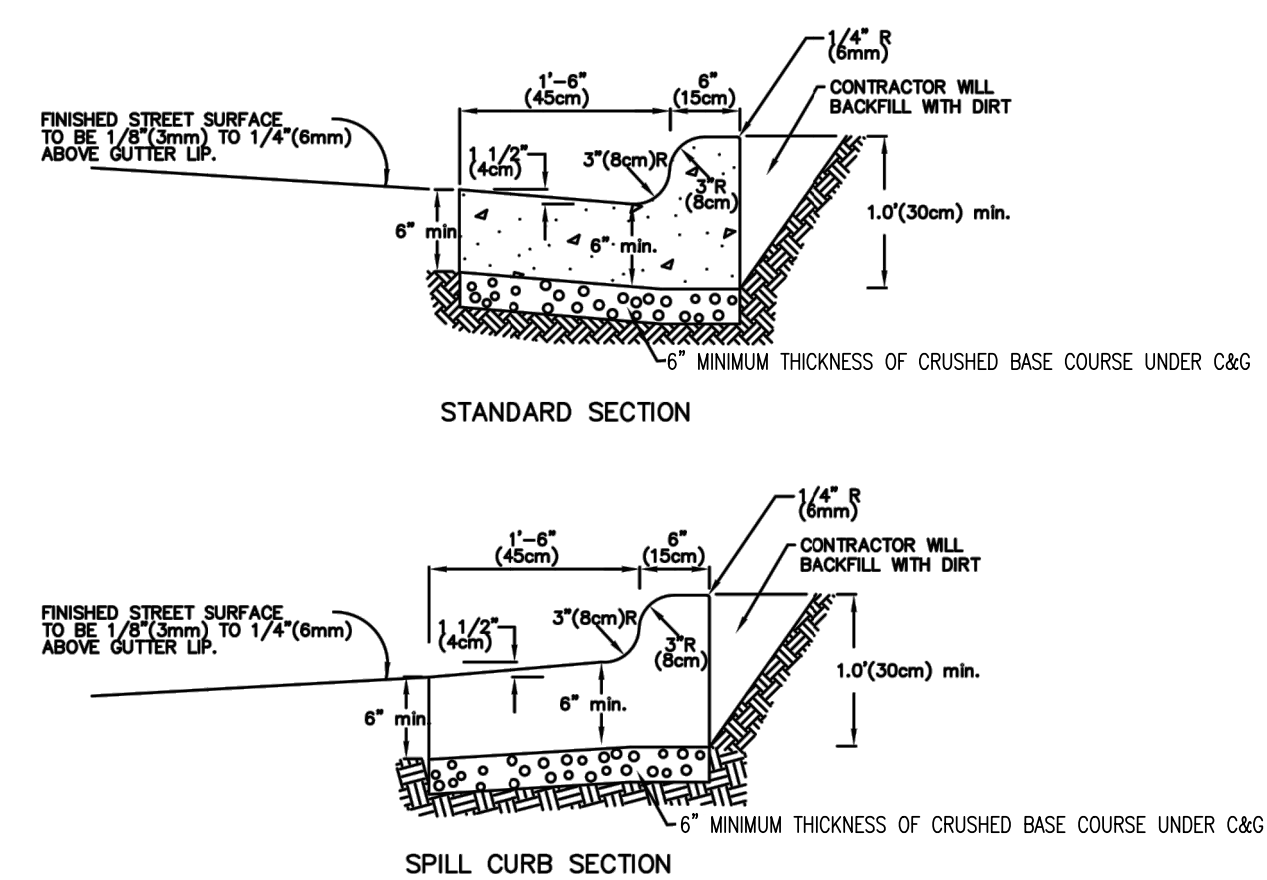
ADA ACCESSIBLE RAMP GENERAL DETAIL & TYPICAL DETECTABLE WARNING (TRUNCATED DOME PANEL) GENERAL DETAIL
NOT TO SCALE



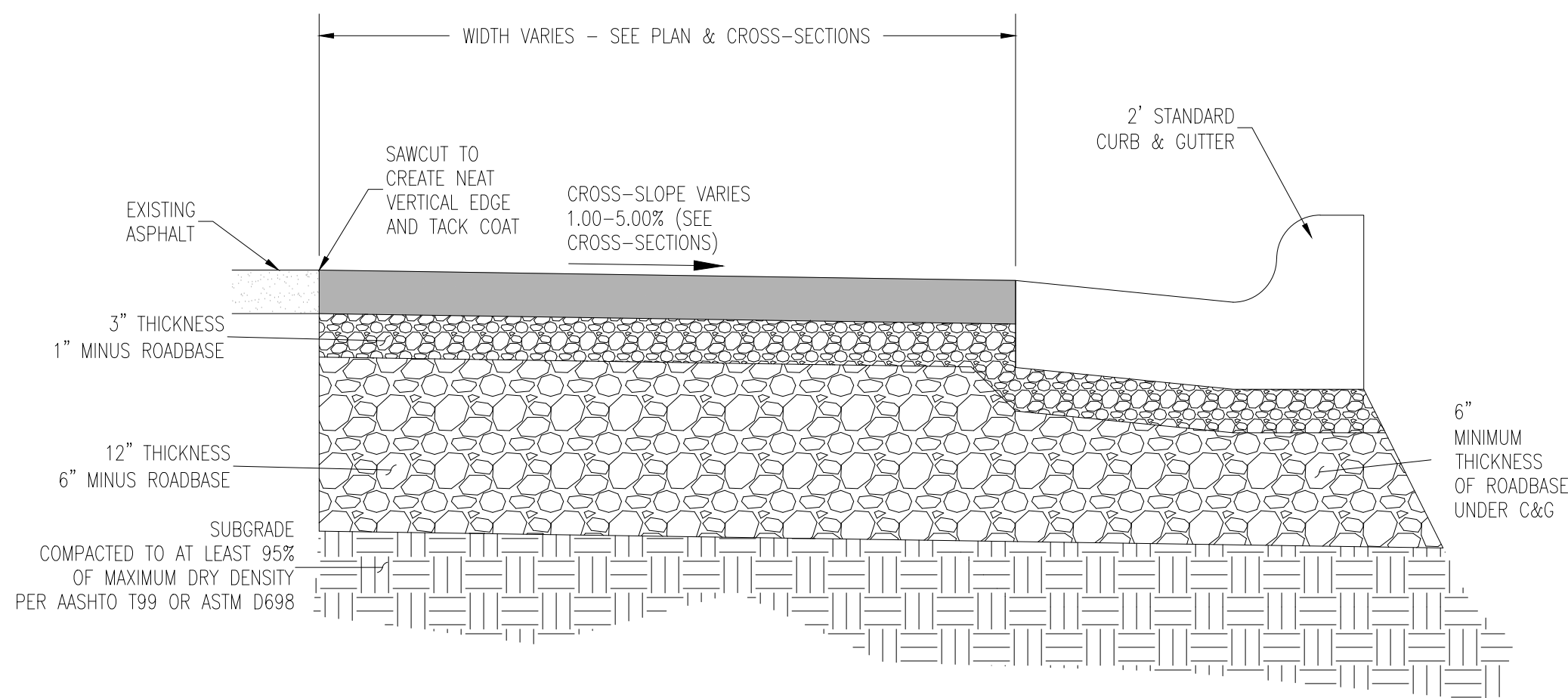
NOTES:
 1.) DETECTABLE WARNING PANEL TO BE RED PRE-CAST CONCRETE, CAST FROM AN APPROVED QUARRY.
 2.) PANEL EDGES TO BE FINISHED WITH SURROUNDING CONCRETE, TOOL ALL SURROUNDING EDGES WITH 1/8" RADIUS.
 3.) CLEAN PANELS TO ENSURE NEAT APPEARANCE.
 4.) PANELS TO BE INSTALLED FOLLOWING MANUFACTURERS RECOMMENDATIONS, UNLESS SHOWN DIFFERENTLY IN THIS DRAWING.



STREET RESTORATION DETAIL
NOT TO SCALE

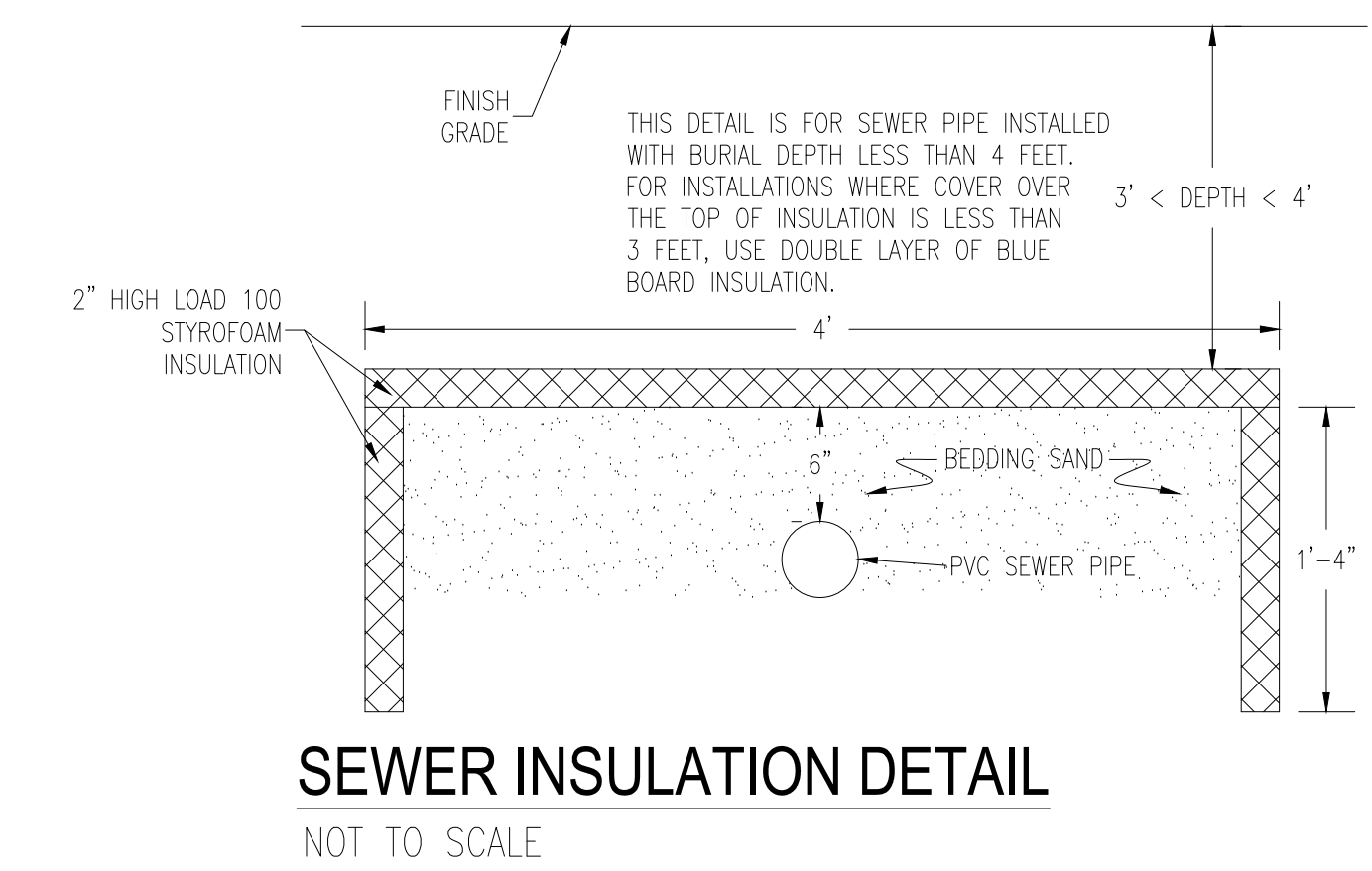
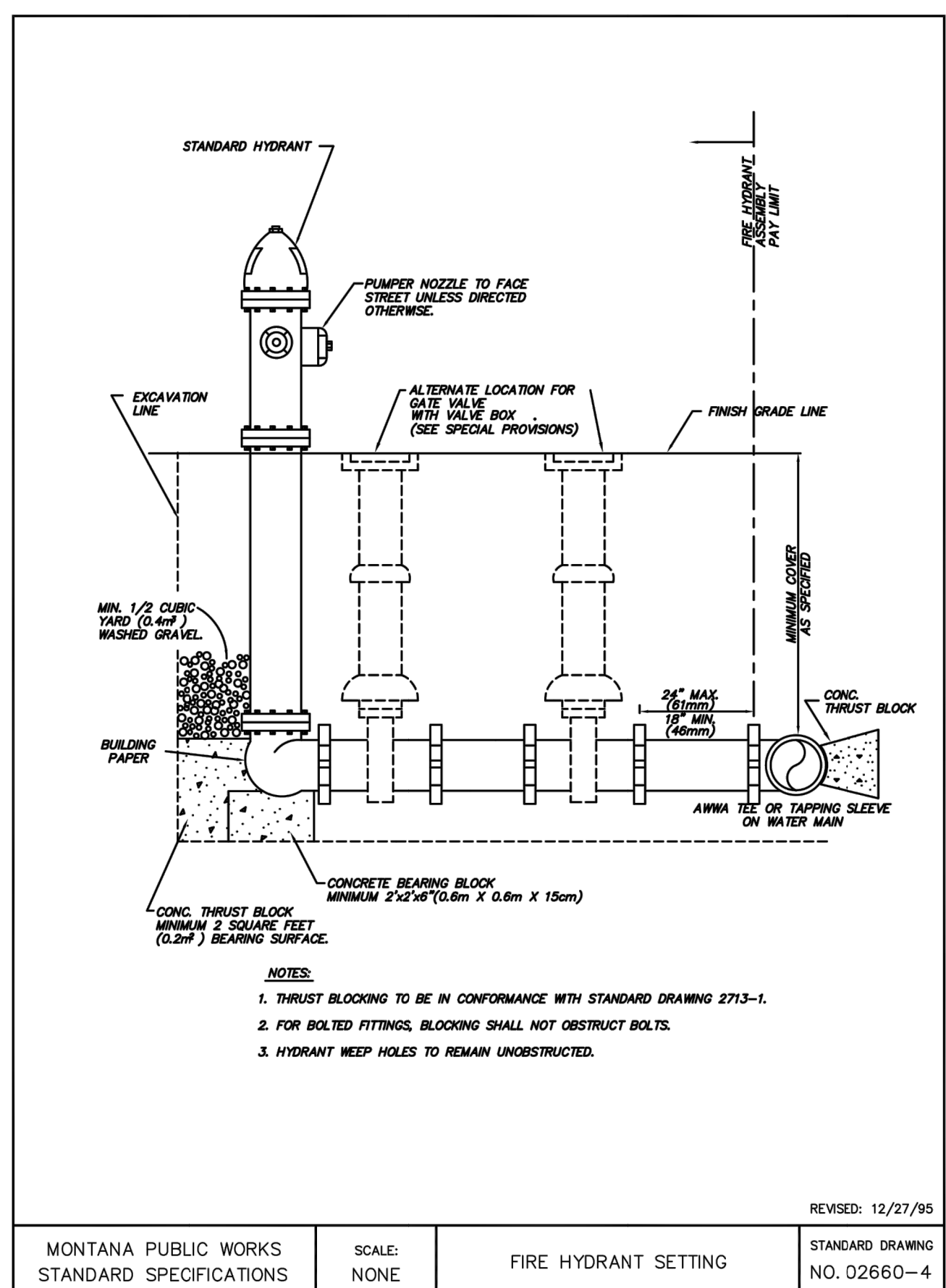
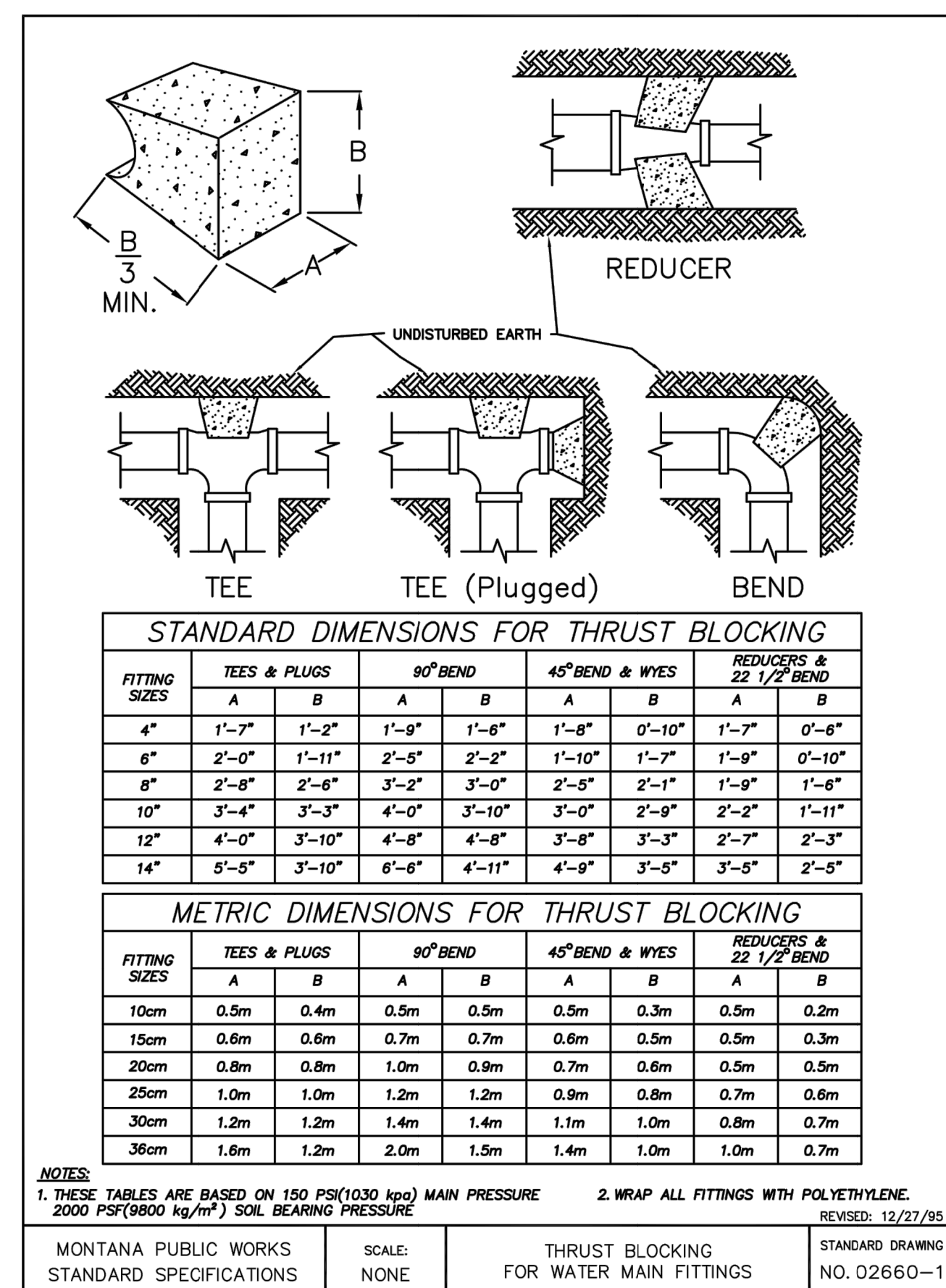
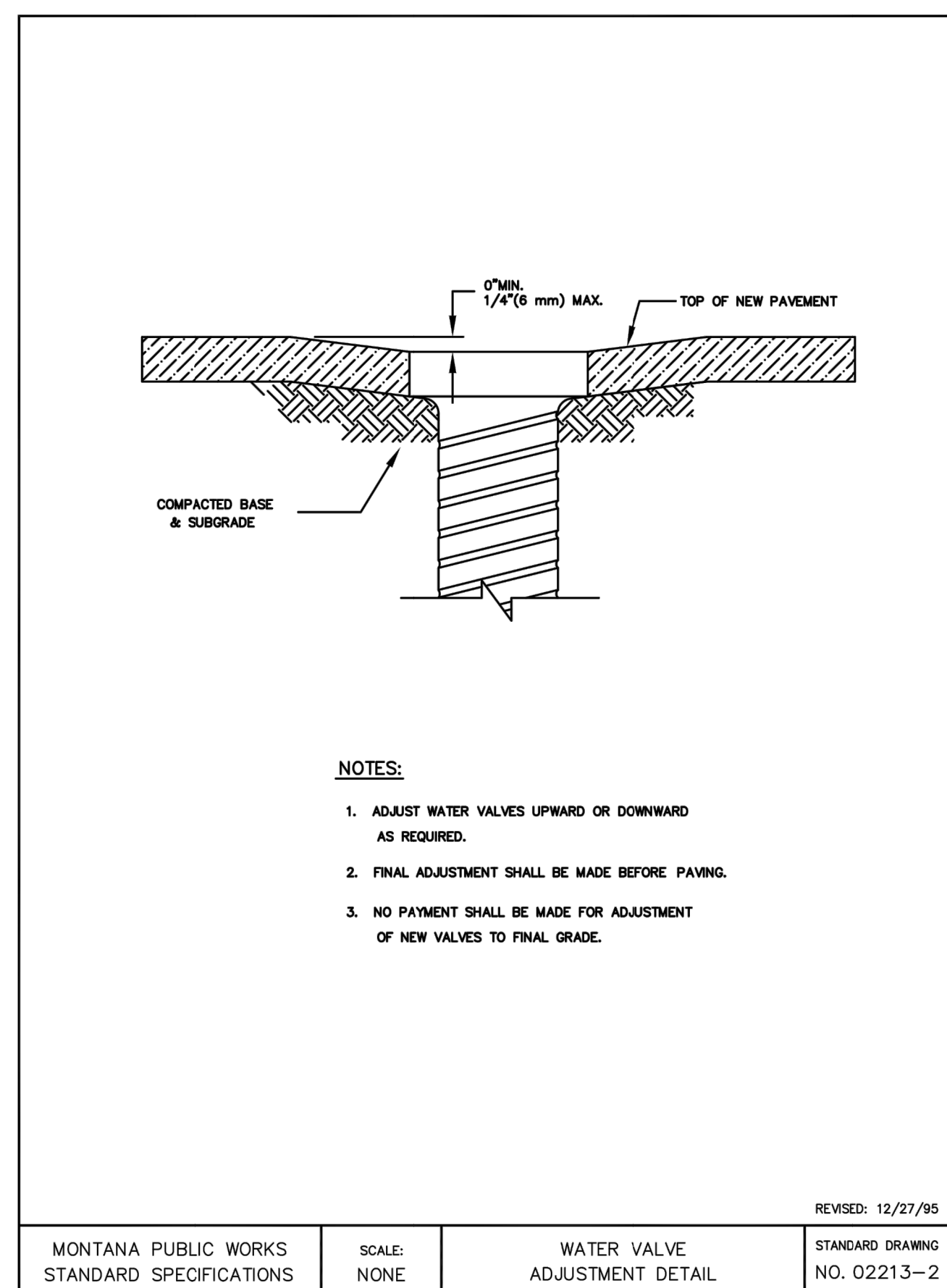
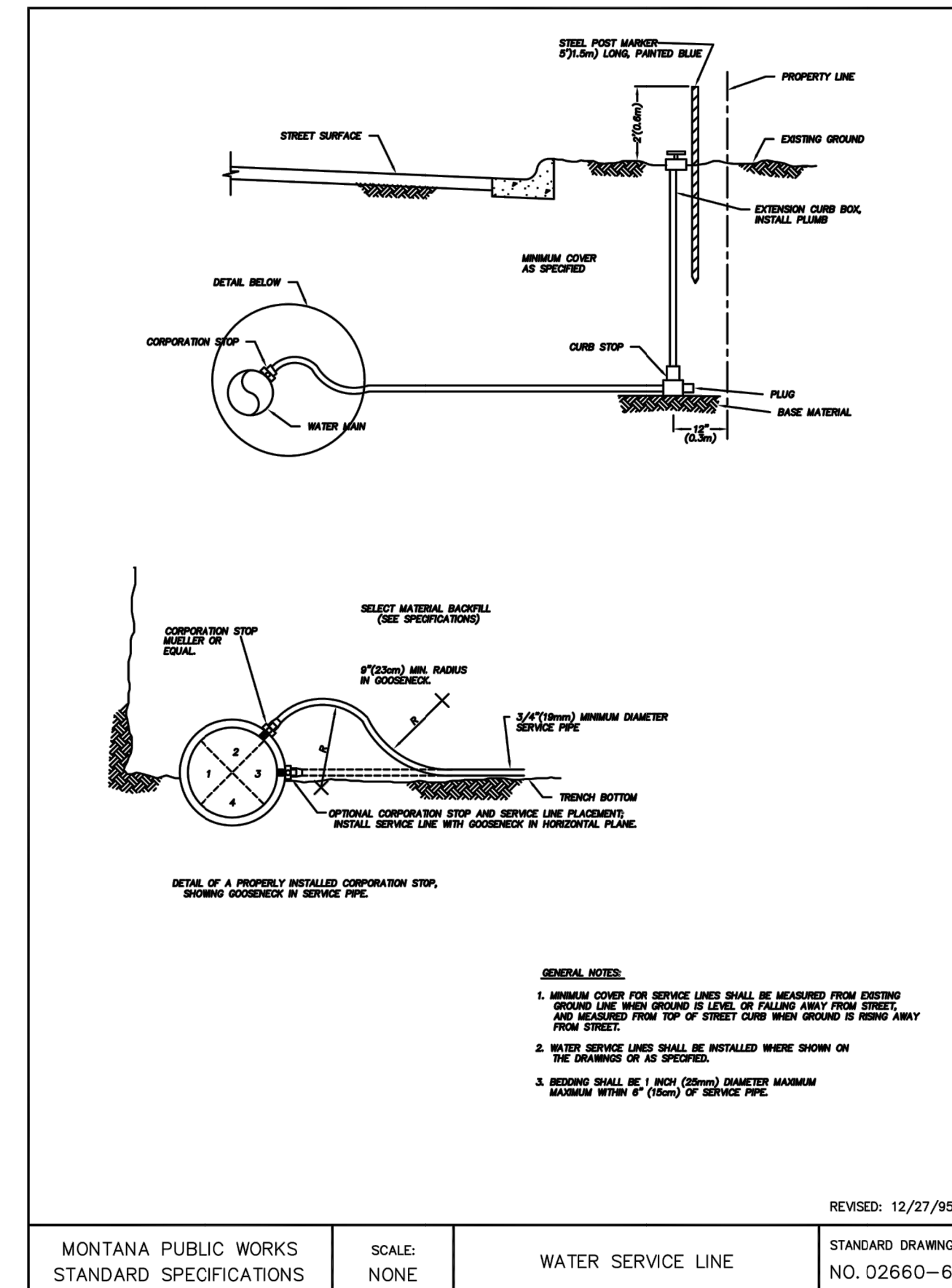
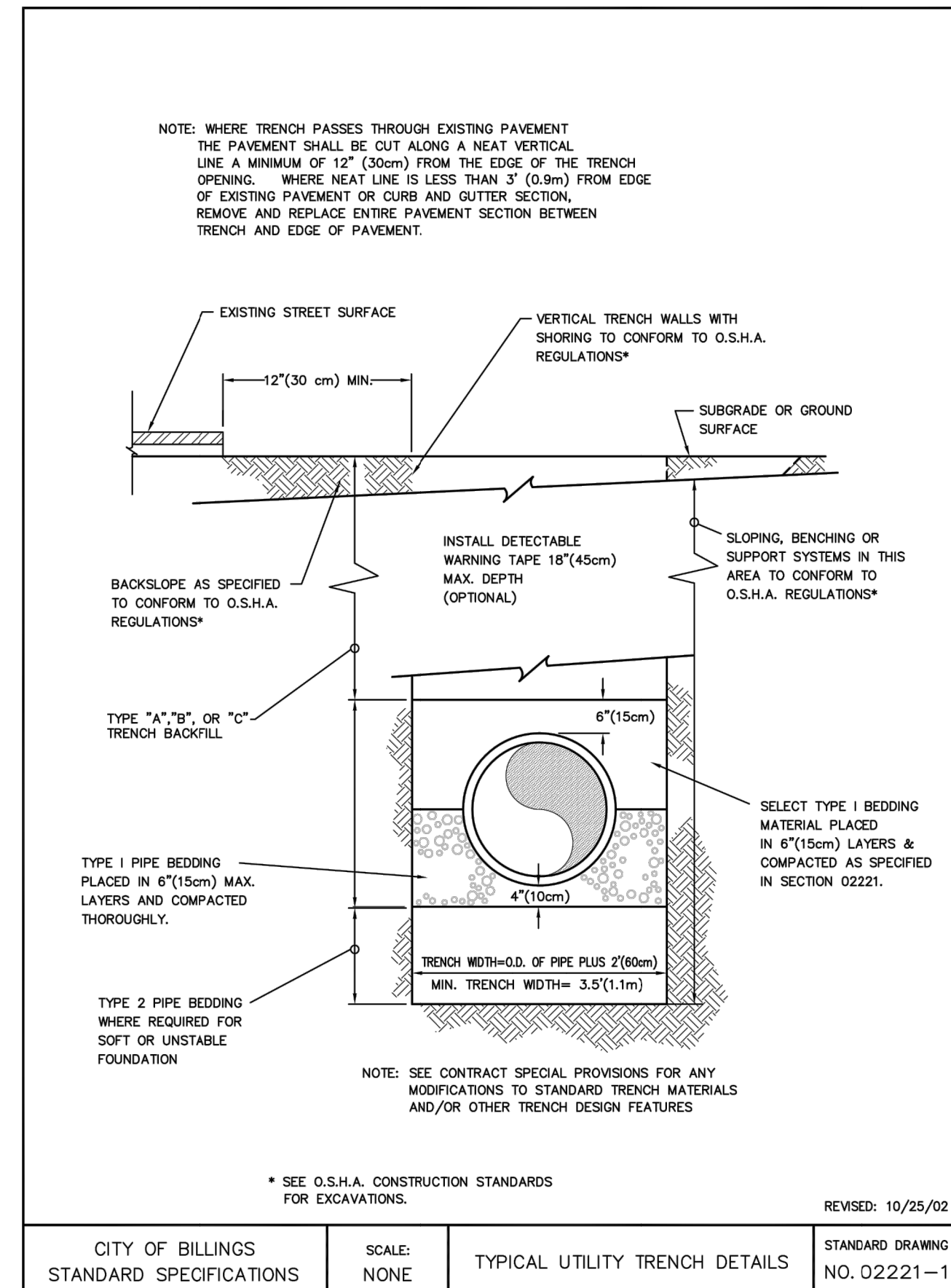
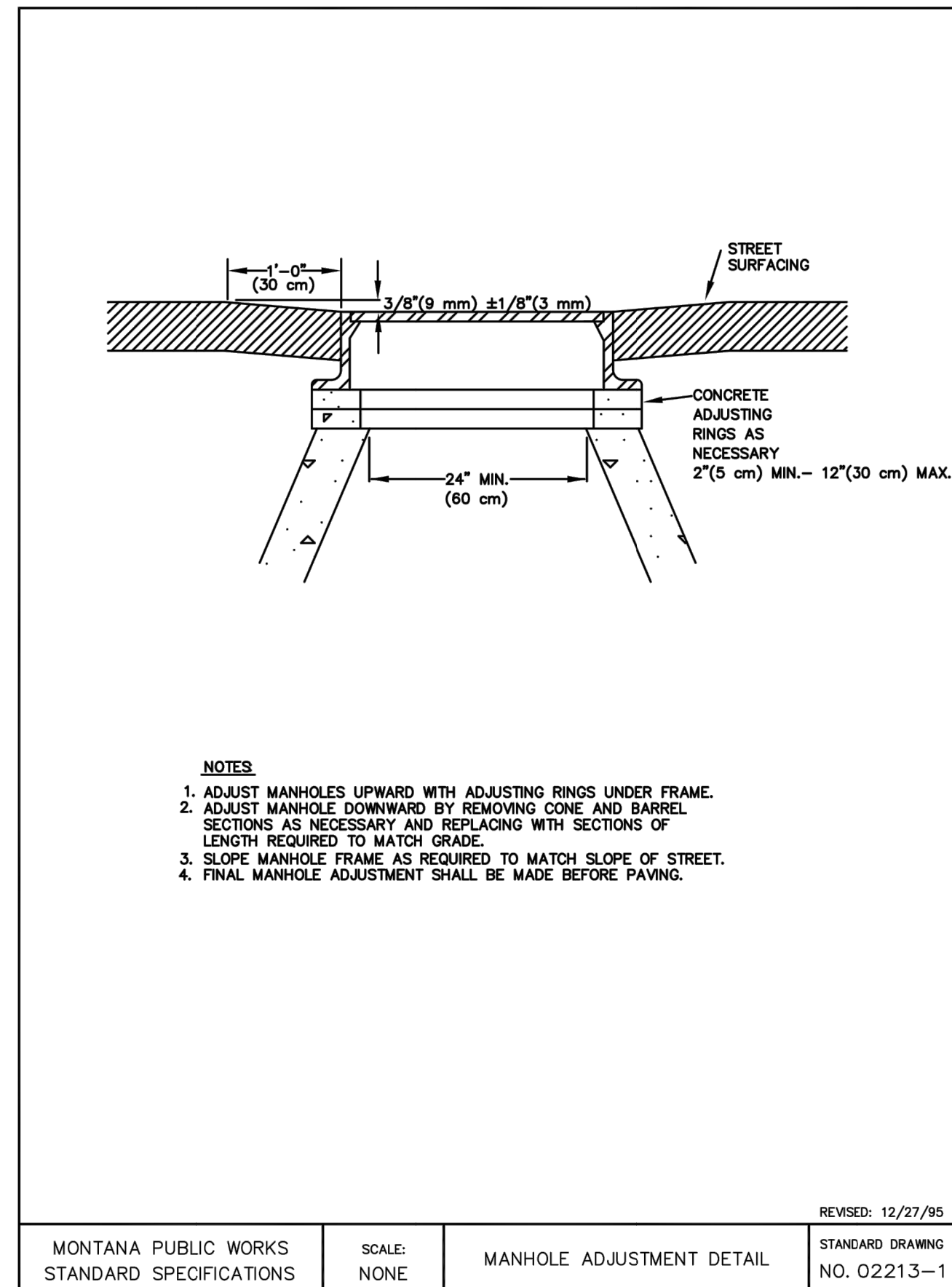


CURB & GUTTER DETAIL
NOT TO SCALE



STREET WIDENING DETAIL
NOT TO SCALE

OWNER & DEVELOPER	
REGAL LAND DEVELOPMENT, INC. DAN WELLS P.O. BOX 80445 BILLINGS, MT 59108	
CIVIL ENGINEER	
IN SITE ENGINEERING, P.C. SCOTT WORTHINGTON, P.E. 4118 WOODCREEK DR BILLINGS, MT 59106	
DATE	SHEET
5/1/2019	8.0



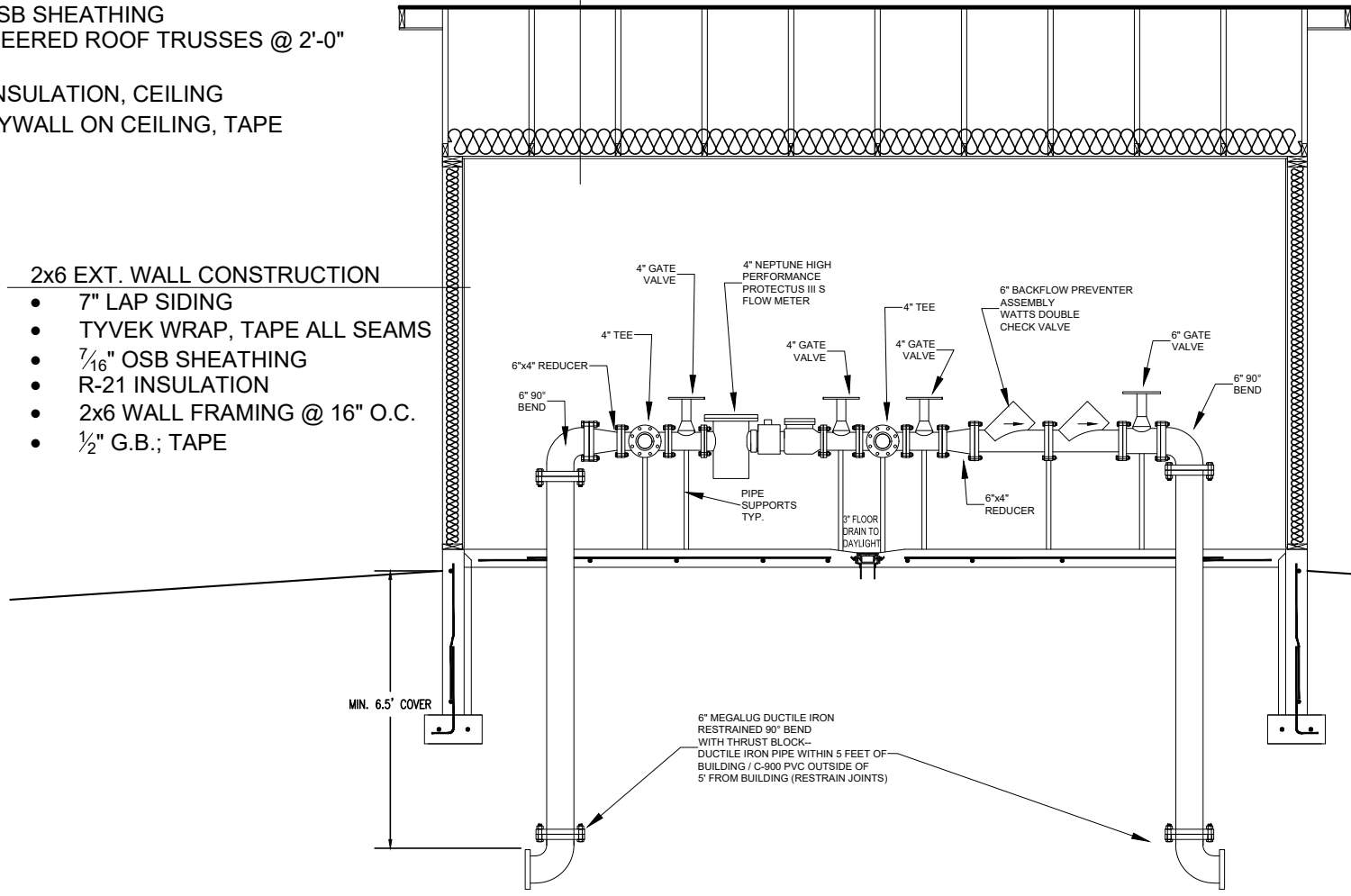
OWNER & DEVELOPER
REGAL LAND DEVELOPMENT, INC.
DAN WELLS
P.O. BOX 80445
BILLINGS, MT 59108

CIVIL ENGINEER
IN SITE ENGINEERING, P.C.
SCOTT WORTHINGTON, P.E.
4118 WOODCREEK DR
BILLINGS, MT 59106

DATE	SHEET
5/1/2019	8.1

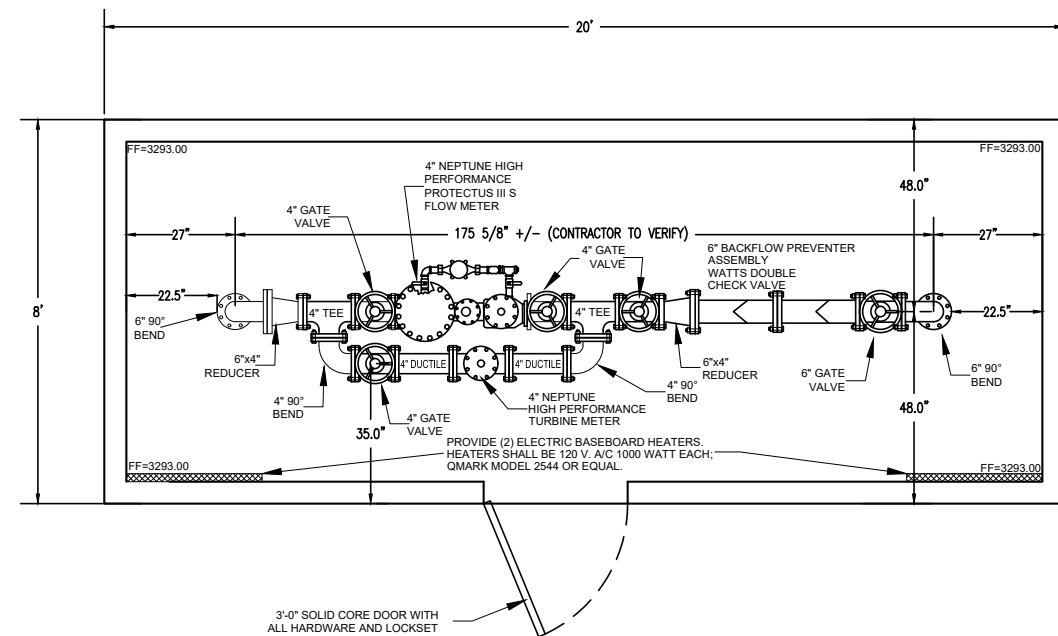
- WATER HOUSE ROOF CONSTRUCTION**
- ASPHALT SHINGLES
 - UNDERLAYMENT
 - 7/16" OSB SHEATHING
 - ENGINEERED ROOF TRUSSES @ 2'-0" O.C.
 - R-49 INSULATION, CEILING
 - 5/8" DRYWALL ON CEILING, TAPE

- 2x6 EXT. WALL CONSTRUCTION**
- 7" LAP SIDING
 - TYVEK WRAP, TAPE ALL SEAMS
 - 7/16" OSB SHEATHING
 - R-21 INSULATION
 - 2x6 WALL FRAMING @ 16" O.C.
 - 1/2" G.B.; TAPE



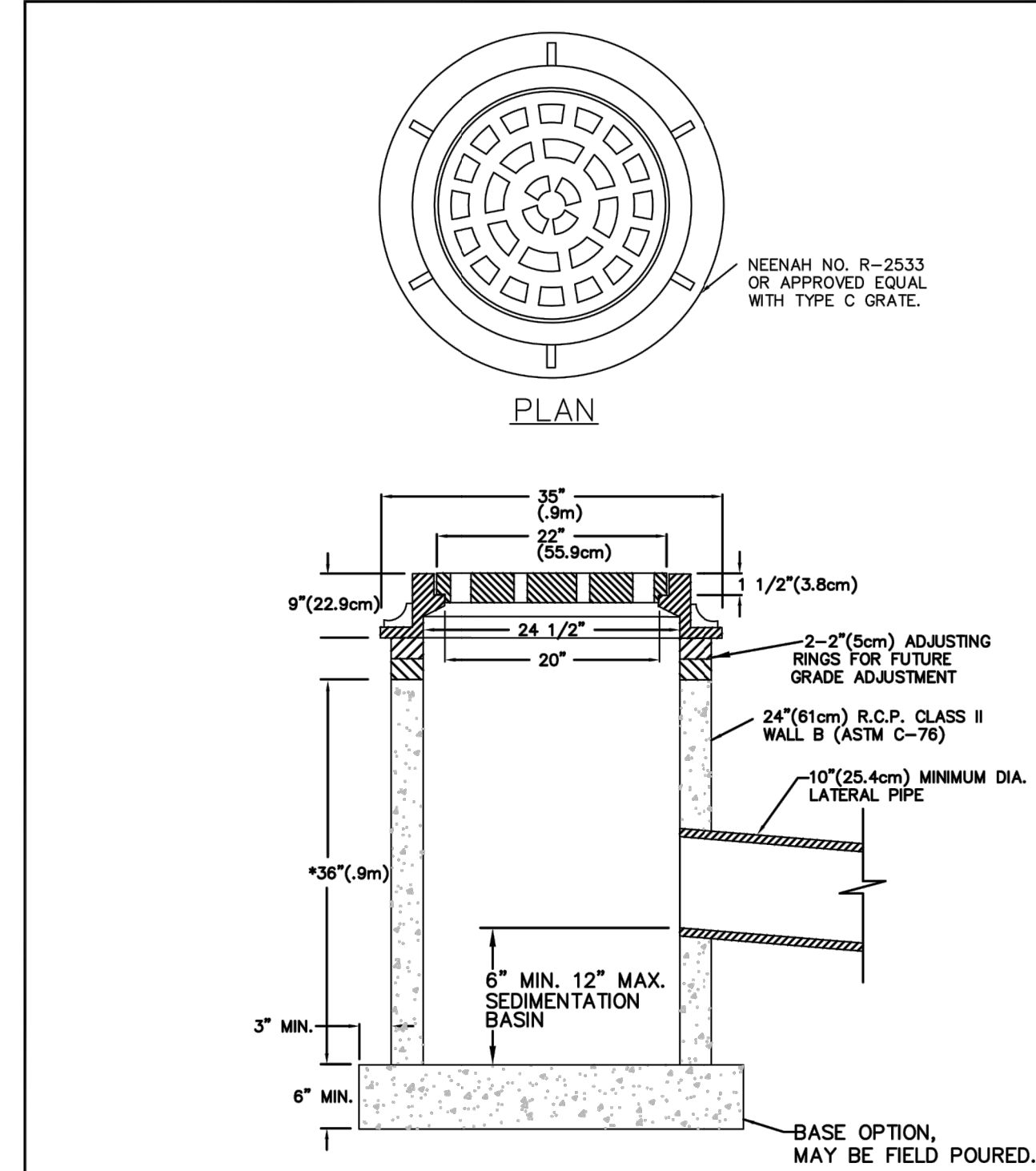
WATER METER HOUSING PROFILE

1/4" = 1' - 0"



WATER METER HOUSING PLAN

1/4" = 1' - 0"

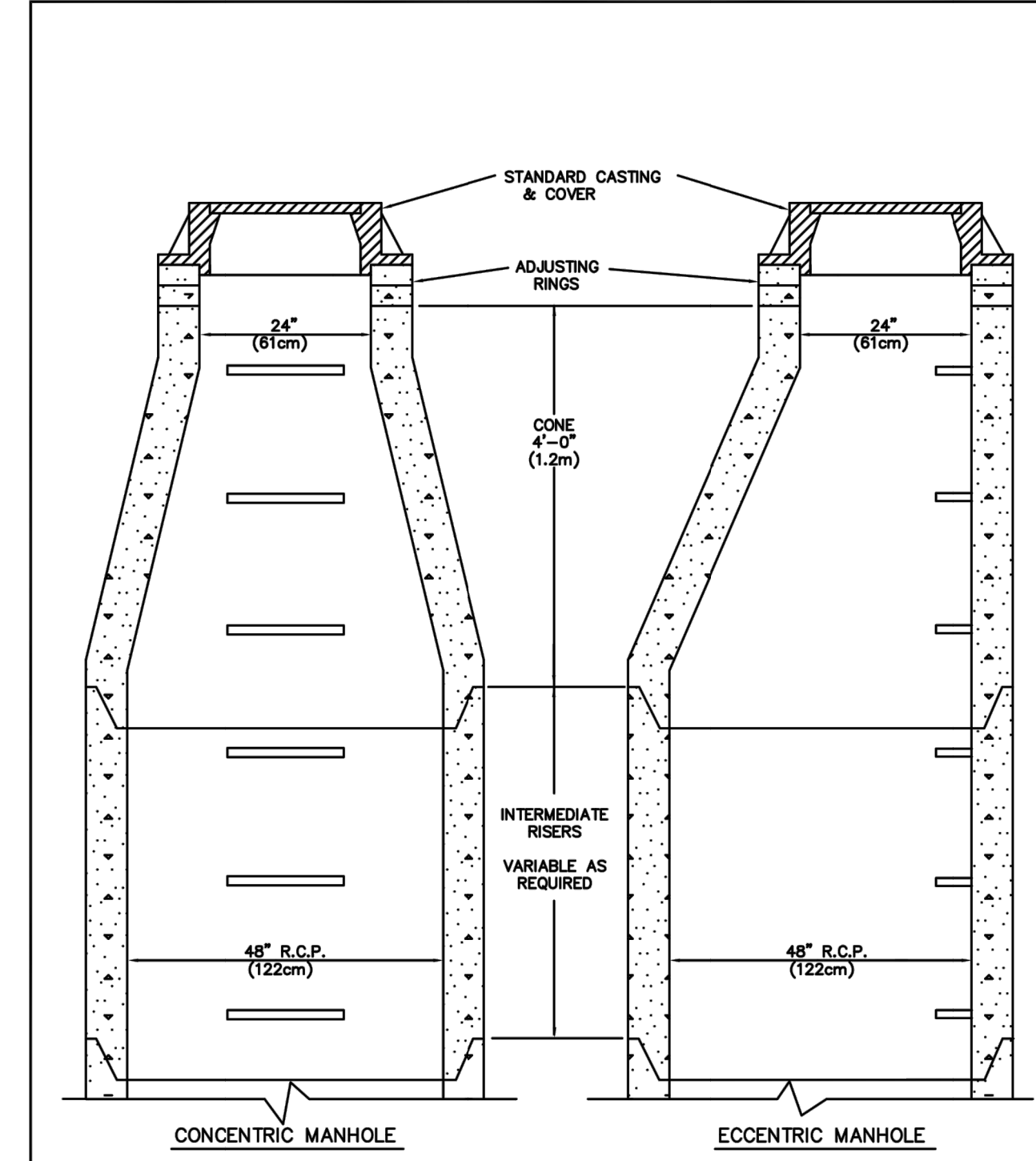


SECTION

NOTE:
STANDARD, EXCEPT AS OTHERWISE NOTED ON THE PLAN - PROFILE SHEET.

NOTE:
FOR INSTALLATION IN GRAVEL ALLEYS PIPE INVERT MUST BE 6" MIN. ABOVE BASE. SHELF ON BASE NOT REQUIRED.

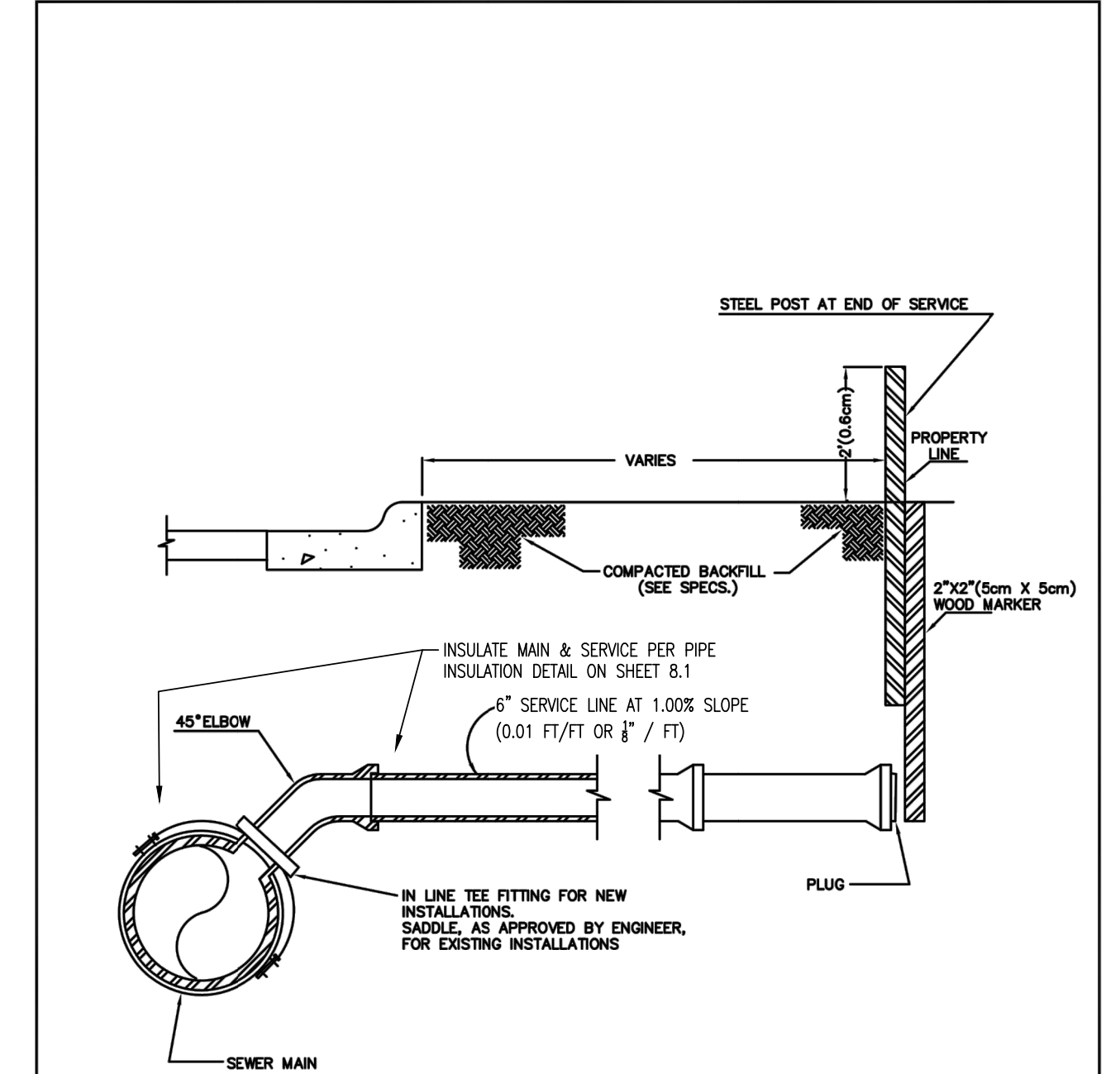
2/2000	MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS	SCALE: NONE	24" STANDARD RISER INLET	STANDARD DRAWING NO. 02720-2
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NOTE:
APPLICABLE ASTM STANDARD C-478

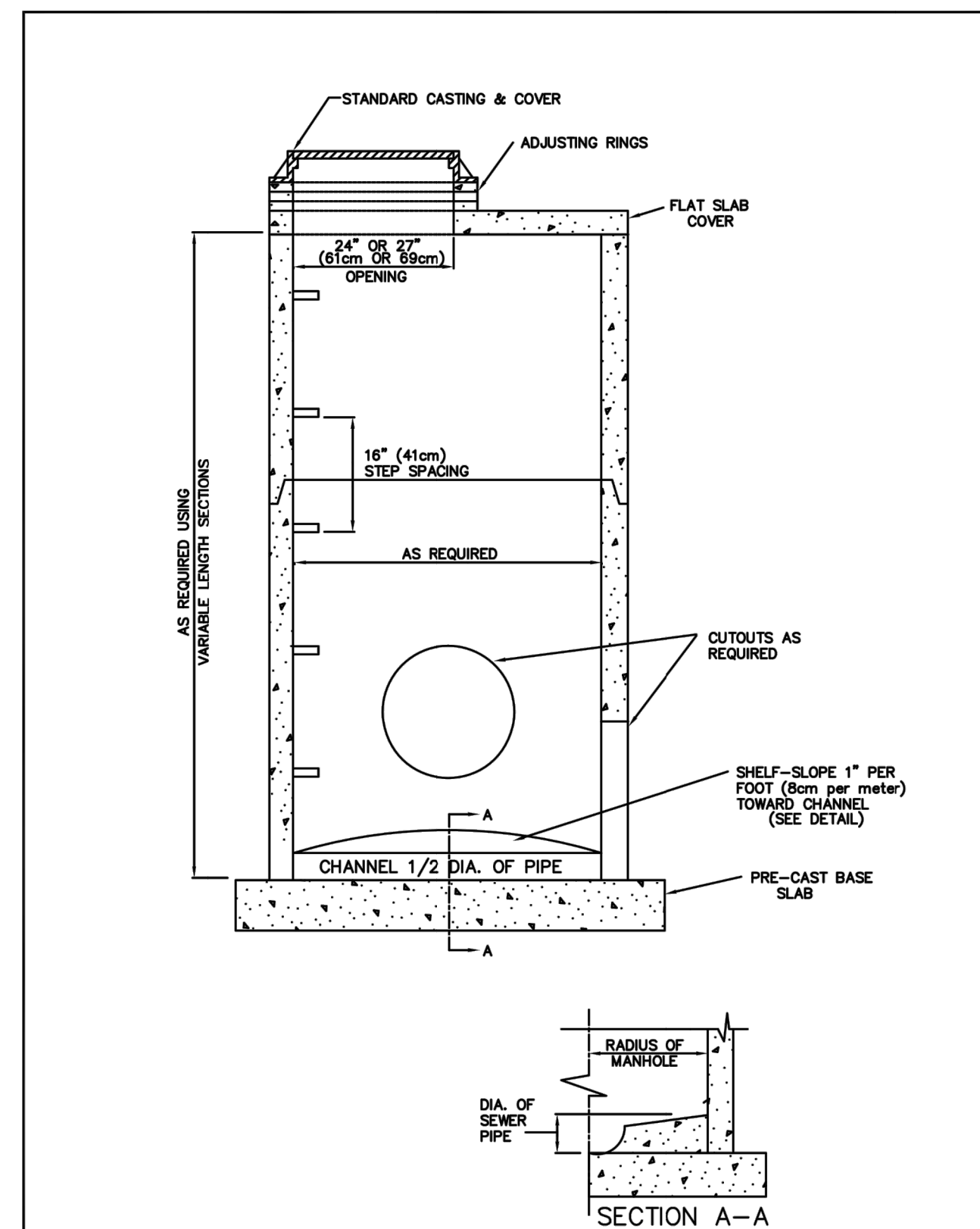
REVISED: 12/27/95

MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS	SCALE: NONE	48" STANDARD MANHOLES SHOWING TWO TYPES OF CONE SECTIONS	STANDARD DRAWING NO. 02720-5
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REVISED: 12/27/95

MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS	SCALE: NONE	SANITARY SEWER SERVICE LINE	STANDARD DRAWING NO. 02730-2
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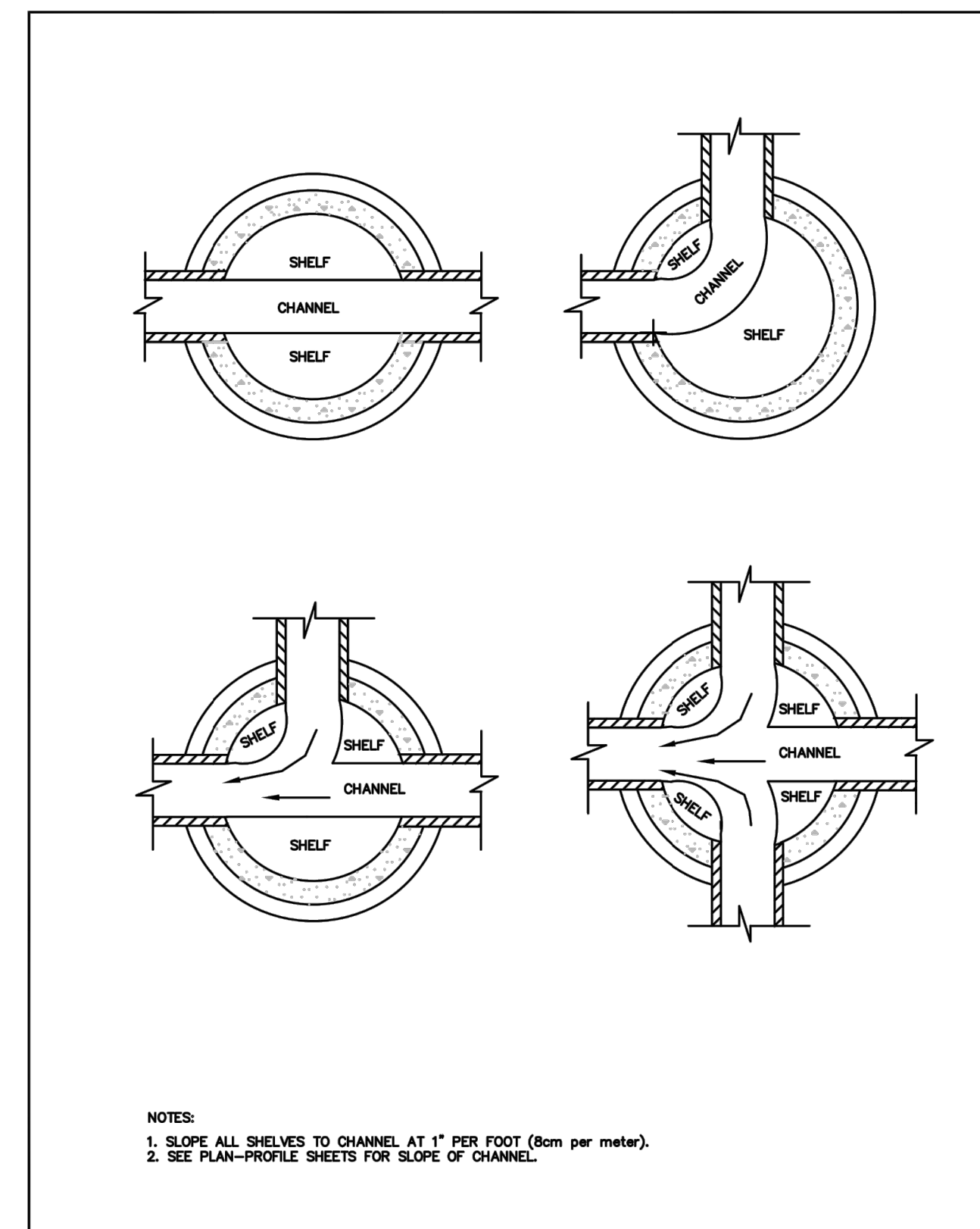
SECTION A-A

REVISED: 12/27/95

MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS	SCALE: NONE	STANDARD STRAIGHT MANHOLE ASTM C-478	STANDARD DRAWING NO. 02720-4
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STORM DRAIN INLET MANHOLE DETAIL

NOT TO SCALE



NOTES:
1. SLOPE ALL SHELVES TO CHANNEL AT 1" PER FOOT (30cm per meter).
2. SEE PLAN-PROFILE SHEETS FOR SLOPE OF CHANNEL.

REVISED: 12/27/95

MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS	SCALE: NONE	TYPICAL MANHOLE CHANNEL DETAILS	STANDARD DRAWING NO. 02720-7
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OWNER & DEVELOPER
REGAL LAND DEVELOPMENT, INC.
DAN WELLS
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BILLINGS, MT 59108

CIVIL ENGINEER
IN SITE ENGINEERING, P.C.
SCOTT WORTHINGTON, P.E.
4118 WOODCREEK DR
BILLINGS, MT 59106

DATE	SHEET
5/1/2019	8.2

Item Attachment Documents:

6. Resolution - Resolution relating to up to \$41,000 Special Improvement District No. 119 Bonds

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Laurel, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution No. _____ entitled: "RESOLUTION RELATING TO \$41,000 SPECIAL IMPROVEMENT DISTRICT NO. 119 BOND, SERIES 2019; FIXING THE FORM AND DETAILS AND PROVIDING FOR THE EXECUTION AND DELIVERY THEREOF AND SECURITY THEREFOR" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on August 20, 2019, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____;
_____;
voted against the same: _____; abstained from voting thereon:
_____; or were absent: _____.

WITNESS my hand and seal officially this 20th day of August, 2019.

(SEAL)

City Clerk-Treasurer

RESOLUTION NO. _____

RESOLUTION RELATING TO \$41,000 SPECIAL
IMPROVEMENT DISTRICT NO. 119 BOND, SERIES 2019;
FIXING THE FORM AND DETAILS AND PROVIDING FOR
THE EXECUTION AND DELIVERY THEREOF AND
SECURITY THEREFOR

BE IT RESOLVED by the City Council (the “Council”) of the City of Laurel, Montana (the “City”), as follows:

Section 1. Recitals. It is hereby found, determined and declared as follows:

1.01. Resolution of Intention. By Resolution No. R19-14, duly adopted by the Council on May 7, 2019 (the “Resolution of Intention”), this Council declared its intention to create Special Improvement District No. 119 (the “District”), for the purpose of financing a portion of the costs of certain local sidewalk improvements, including construction and installation of sidewalks, ADA-compliant ramps, drive and alley approaches and related improvements (collectively, the “Improvements”) to benefit certain property located on East 6th Street in the City and included within the District and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds drawn on the District (the “Bond”), the creation and administration of the District, and the funding of a deposit to the City’s Special Improvement District Revolving Fund (the “Revolving Fund”). The Resolution of Intention designated the number of the District, described the boundaries thereof and stated the general character of the Improvements and an approximate estimate of the costs thereof, in accordance with the provisions of Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the “Act”). By the Resolution of Intention, this Council also declared its intention to cause the cost and expense of making the Improvements specially benefiting the District to be assessed against the properties included within the boundaries thereof in accordance with one or more methods of assessment authorized in Sections 7-12-4161 to 7-12-4165 of the Act and as set forth in the Resolution of Intention.

In the Resolution of Intention, this Council stated its intention to issue the Bond drawn against the District to pay a portion of the costs of the Improvements. This Council further found that it is in the public interest, and in the best interest of the City and the District, to secure payment of principal of and interest on the Bond by the Revolving Fund, on the basis of factors required to be considered under Section 7-12-4225 of the Act. Those findings are hereby ratified and confirmed.

1.02. Notice. Notice of the passage of the Resolution of Intention was given by two publications, with at least six days between publications, in the *Laurel Outlook*, a weekly newspaper of general circulation published within the City. Notice of the passage of the Resolution of Intention was also mailed the same day the notice was first published to all persons, firms or corporations or the agents thereof having real property within the District, listed in their names upon the last completed assessment roll for State, county and school district taxes, at their last known addresses. The notice described the general character of the Improvements, stated the estimated cost of the Improvements and the method or methods of assessment of such

costs against properties in the District, specified the time when and the place where the Council would hear and pass upon all protests made against the making of the Improvements or the creation or extension of the District, and referred to the Resolution of Intention as being on file in the office of the City Clerk-Treasurer for a description of the boundaries of the District, all in accordance with the provisions of the Resolution of Intention, and included a statement that, subject to the limitations of Section 7-12-4222 of the Act, the general fund of the City may be used to provide loans to the Revolving Fund or a general tax levy may be imposed on all taxable property in the City to meet the financial requirements of the Revolving Fund.

1.03. Creation of District. At the time and place specified in the notice hereinabove described, this Council met to hear, consider and pass upon all protests made against the making of the Improvements and the creation of the District, and, after consideration thereof, it was determined and declared that insufficient protests against the creation or extension of the District or the proposed work had been filed in the time and manner provided by law by the owners of the property to be assessed for the Improvements in the District, and this Council did therefore by Resolution No. R19-21, adopted on June 4, 2019, create Special Improvement District No. 119, order the proposed Improvements in accordance with the Resolution of Intention, and confirm the findings it made with respect to the pledge of the Revolving Fund in the Resolution of Intention.

1.04. Construction Contracts. The City will cause to be constructed certain Improvements as described in the Resolution of Intention. Plans, specifications, maps, profiles and surveys for construction of the Improvements to be constructed to benefit the District were prepared by the engineers acting for the City or by City engineers, and were thereupon examined and approved by this Council. Advertisements for bids for construction of the Improvements were published in the official newspaper of the City in accordance with the provisions of Montana Code Annotated, Section 7-12-4141, after which the bids theretofore received were opened and examined. After referring the bids to the engineers for the City it was determined that the lowest regular proposal for the furnishing of all work and materials required for constructing the Improvements in accordance with the approved plans and specifications was the following:

SID No. 119:

Work

Bidder

Contract Price

Contracts for the construction of the Improvements were therefore awarded to said bidder, subject to the right of owners of property liable to be assessed for the costs thereof to elect to take the work and enter into written contracts therefor in the manner provided by Montana Code Annotated, Section 7-12-4147, whereupon the City and the successful bidder entered into written contracts for construction of the Improvements upon the bidder having executed and filed bonds satisfactory to this Council and in the form and manner provided by Montana Code Annotated, Title 18, Chapter 2, Part 2, as amended.

Costs of the Improvements in excess of the proceeds of the Bond and costs of issuance of the Bond have been or will be paid from amounts contributed by the City and the prepayment of special assessments by some property owners in the District.

1.05. Costs. Following prepayments by property owners in the District, it is currently estimated that the costs and expenses connected with and incidental to the formation of the District to be paid from the proceeds of the Bond, including costs of preparation of plans, specifications, maps, profiles, engineering superintendence and inspection, preparation of assessment rolls, expenses of making the assessments, the cost of work and materials under the construction contracts and all other costs and expenses, including the deposit of proceeds in the Revolving Fund, are \$41,000, as shown in the table below:

Construction Costs	\$64,652.10
Less Prepaid Assessments	(26,006.43)
Project Costs to be Assessed	<u>\$38,645.67</u>
Revolving Fund	2,050.00
Rounding Amount	<u>304.33</u>
Total	\$41,000.00

The amount of \$41,000 will be levied and assessed upon the assessable real property within the District on the bases described in the Resolution of Intention. This Council has jurisdiction and is required by law to levy and assess such amounts, to collect such special assessments and credit the same to the special improvement district funds created for the District, which funds are to be maintained on the official books and records of the City separate from all other City funds, within the 2019 Special Improvement District No. 119 Fund (the “District Fund”) for the payment of principal and interest when due on the Bond herein authorized.

1.06. Sale and Issuance of Bond. The City has received a proposal from Yellowstone Bank, a Montana corporation, for the purchase of the Bond. For the purpose of financing a portion of the costs and expenses of making the Improvements and funding a deposit to the Revolving Fund (as hereinafter defined), which are to be assessed against the property within the District as provided in the Resolution of Intention, this Council hereby determines that it is in the best interests of the City to sell the Bond in a private negotiated sale to Yellowstone Bank (the “Purchaser”), at a purchase price of \$41,000 (representing the stated principal amount of the Bond), at the rate of interest set forth in Section 2.01 hereof, and upon the further terms set forth in this Resolution, in accordance with the provisions of Section 7-12-4204(b) of the Act.

1.07. Recitals. All acts, conditions and things required by the Constitution and laws of the State of Montana, including the Act, and the home rule charter of the City, in order to make the Bond a valid and binding special obligation in accordance with its terms and in accordance with the terms of this Resolution have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required.

Section 2. The Bond.

2.01. Title, Principal Amount, Interest Rate and Stated Maturity. For the purpose of paying a portion of the costs and expenses of making the Improvements, funding a deposit to the Revolving Fund, and in anticipation of the collection of special assessments to be levied therefor, and in accordance with the proposal described in Section 1.06, the City shall forthwith issue and deliver to the Purchaser the Bond, denominated “Special Improvement District No. 119 Bond, Series 2019,” payable solely from the District Fund. The Bond shall be issued in the principal amount of \$41,000, and shall mature, subject to redemption as hereinafter provided, on July 1, 2039. The Bond shall bear interest on the outstanding principal amount from the date of original issue, or from such later date to which interest has been paid or duly provided for, until paid or discharged at the rate of 3.95% per annum. The principal of and interest on the Bond shall be payable in the amounts and on the respective dates reflected in the Debt Service Schedule attached as Schedule 1 to the Bond. Interest is calculated on the basis of a 365-day year.

2.02. Interest Payment Dates. Interest on the Bond shall be payable on each January 1 and July 1, commencing January 1, 2020, to the owners of record thereof as such appear on the bond register at the close of business on the twentieth day of the immediately preceding month, whether or not such day is a business day.

2.03. Method of Payment. The Bond shall be issued only in fully registered form. The interest on and principal installments of the Bond shall be payable by check or draft drawn on the Registrar; provided that the final installment of principal (whether at maturity or earlier redemption) shall be paid by the Registrar only upon presentation and surrender of the Bond to the Registrar.

2.04. Registration. The City hereby appoints the City Clerk-Treasurer to act as bond registrar, transfer agent and paying agent (the “Registrar”). The City reserves the right to appoint a bank, trust company or fiscal company as successor bond registrar, transfer agent or paying agent, as authorized by the Model Public Obligations Registration Act of Montana (the “Registration Act”), but the City agrees to pay the reasonable and customary charges of the Registrar for the services performed. This Section 2.04 shall establish a system of registration for the Bond as defined by the Registration Act. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Bond Register. The Registrar shall keep at its principal office a bond register in which the Registrar shall provide for the registration of ownership of the Bond and the registration of transfers and exchanges of the Bond entitled to be registered, transferred or exchanged.

(b) Transfer. Upon surrender to the Registrar for transfer of the Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing and guaranteed by an “eligible guarantor institution” meeting the requirements of the Registrar, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Bond of a like aggregate principal amount and like payments of principal installments, as requested by the transferor. The Registrar may,

however, close the books for registration of any transfer of the Bond or portion thereof selected or called for redemption.

(c) Exchange. Whenever the Bond is surrendered by the registered owner for exchange, the Registrar shall authenticate and deliver a new Bond of a like aggregate principal amount, interest rate and principal installments, as requested by the registered owner or the owner's attorney duly authorized in writing.

(d) Cancellation. The Bond surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When the Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Bond is at any time registered on the bond register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer of the Bond or exchange of the Bond (except for an exchange upon the partial redemption of the Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bond. In case the Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, principal installments and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case that the Bond is destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. The Bond so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or the Bond has been called for redemption in accordance with its terms, it shall not be necessary to issue a new Bond prior to payment.

2.05. Redemption.

(a) Mandatory Redemption. If on any interest payment date there will be a balance in the District Fund after payment of the principal and interest due on the Bond drawn against it, either from the prepayment of special assessments levied in the District or from the transfer of surplus money from the Construction Account to the Principal Account as provided in Section 3.02 or otherwise, the City Clerk-Treasurer shall call for redemption on the interest payment date principal installments of the Bond in an amount which, together with the interest thereon to the interest payment date, will equal the amount of such funds on deposit in the District Fund on that date. The redemption price shall equal the amount of the principal installments of the Bond to be redeemed plus interest accrued to the date of redemption, without premium.

(b) Optional Redemption. The Bond is subject to redemption at the option of the City at any time and from time to time, in whole or in part, from sources of funds available therefor other than those described in subsection (a) of this Section 2.05, at a redemption price equal to the amount of the principal installments thereof to be redeemed plus interest accrued to the redemption date, without premium.

(c) Notice and Effect of Redemption. The date of redemption and the amount of principal installments of the Bond to be redeemed shall be fixed by the Registrar and the Registrar shall give notice, by first class mail, postage prepaid, or by other means required by the securities depository, to the owner or owners of the Bond at their addresses appearing on the bond register, of the amount of principal installments to be redeemed and the date on which payment will be made, which date shall be not less than 30 days after the date of mailing notice. On the date so fixed interest on the principal installments of the Bond so redeemed shall cease to accrue. If the Bond is prepaid in part, the Purchaser or then-registered owner of the Bond will reamortize the principal remaining upon redemption and prepayment at the interest rate over the then-remaining term in equal or substantially equal semiannual payments of principal and interest. So long as the Bond is held by one registered owner, upon partial redemption and prepayment there shall be no need to exchange a new Bond for the unredeemed portion of the existing Bond; provided that the amortization schedule attached as Schedule I to the form of the Bond shall be replaced by an amortization schedule reflecting the reamortization of the principal then outstanding in the manner described above.

2.06. Form. The Bond shall be drawn in substantially the form set forth in Exhibit A hereto, and by this reference made a part hereof, with such modifications as are permitted by the Act.

2.07. Execution, Registration and Delivery. The Bond shall be prepared under the direction of the City Clerk-Treasurer and shall be executed on behalf of the City by the signatures of the Mayor and the City Clerk-Treasurer; provided that the signatures and the corporate seal may be printed, engraved or lithographed facsimiles of the originals. The seal of the City need not be impressed or imprinted on the Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such

execution, the Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless a certificate of authentication and registration on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. The executed certificate of authentication and registration on the Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bond has been so executed, authenticated and registered, it shall be delivered by the Registrar to the Purchaser upon payment of the purchase price.

2.08. Application of Proceeds. From the proceeds of the Bond the City Clerk-Treasurer shall credit forthwith \$2,050 for the District to the Revolving Fund, as required by Section 7-12-4169(2) of the Act, and the balance of such proceeds to the Construction Account in the District Fund, to be used solely for the purposes described in Section 3.02. The Purchaser shall not be obligated to see to the application of the purchase price.

Section 3. District Fund; Assessments.

3.01. District Fund. There is hereby created and established the fund designated as the “2019 Special Improvement District No. 119 Fund,” which shall be maintained by the City Clerk-Treasurer on the books and records of the City separate and apart from all other funds of the City (the “District Fund”). Within the District Fund there shall be maintained three separate accounts, designated as the “Construction Account,” “Principal Account,” and “Interest Account,” respectively.

3.02. Construction Account. There shall be credited to the Construction Account in the District Fund the proceeds of the sale of the Bond remaining after the required deposits to the Revolving Fund. Any earnings on investment of money in the Construction Account shall be retained therein. All costs and expenses of constructing the Improvements in and for the benefit of the District shall be paid from time to time as incurred or reimbursed to the City from the Construction Account in accordance with the provisions of applicable law, and money in the Construction Account shall be used for no other purpose; provided that upon completion of the Improvements and after all claims and expenses with respect to the Improvements have been fully paid and satisfied, any money remaining in the Construction Account shall be transferred to the Principal Account and used to redeem principal installments of the Bond as provided in Section 3.03.

3.03. Principal Account and Interest Account. Money in the Principal Account and the Interest Account shall be used only for payment of the principal of and interest on the Bond as such payments become due or to redeem principal installments of the Bond.

Upon collection of special assessments to be levied with respect to the Improvements in the District due on November 30 and May 31 of each year, the City Clerk-Treasurer shall credit to the Interest Account so much of said special assessments as is collected as interest payment and the balance thereof to the Principal Account. Any installment of any special assessment paid prior to its due date with interest accrued thereon to the next succeeding interest payment date shall be credited with respect to principal and interest payments in the same manner as other assessments are credited to the District Fund. All money in the Interest Account and the Principal Account shall be used first to pay interest due, and any remaining money shall be used

to pay the principal amounts of the Bond then due and, if money is available, to redeem principal installments of the Bond in accordance with Section 2.05; provided that any money transferred to the Principal Account from the Construction Account pursuant to Section 3.02 shall be applied to redeem principal installments of the Bond to the extent possible on the next interest payment date for which notice of redemption has been properly given pursuant to Section 2.05(c).

3.04. Loans from Revolving Fund. The Council shall annually or more often if necessary issue an order authorizing a loan or advance from the Revolving Fund to the District Fund in an amount sufficient to make good any deficiency then existing in the Interest Account and issue an order authorizing a loan or advance from the Revolving Fund to the District Fund in an amount sufficient to make good any deficiency then existing in the Principal Account, in each case to the extent that money is available in the Revolving Fund. A deficiency shall be deemed to exist in the Principal Account or Interest Account if the money on deposit therein on any December 15 or June 15 (excluding amounts in the Principal Account representing prepaid special assessments) is less than the amount necessary to pay the principal installment of the Bond due (other than upon redemption), and interest on the Bond payable, on the next succeeding interest payment date.

Pursuant to Ordinance No. 300, as amended, the City has undertaken and agreed to provide funds for the Revolving Fund by levying such tax or making such loan from the General Fund as authorized by Montana Code Annotated, Section 7-12-4222. In the event that the balance on hand in the Revolving Fund fifteen days prior to any date when interest is due on special improvement district bonds or warrants of the City is not sufficient to make good all deficiencies then existing in the special improvement district funds for which the City has covenanted to make loans from the Revolving Fund, the balance on hand in the Revolving Fund shall be allocated to the funds of the special improvement districts in which such deficiencies then exist in proportion to the amounts of the deficiencies on the respective dates of receipt of such money, until all interest accrued on such special improvement district bonds or warrants of the City has been paid. On any date when all accrued interest on special improvement district bonds and warrants of the City payable from funds for which the City has covenanted to make loans from the Revolving Fund has been paid, any balance remaining in the Revolving Fund shall be lent or advanced to the special improvement district funds for payment and redemption of bonds to the extent the special improvement district funds are deficient for such purpose, and, if money in the Revolving Fund is insufficient therefor, pro rata, in an amount proportionate to the amount of such deficiency.

The City hereby determines, covenants and agrees to levy the property tax described in the immediately preceding paragraph to provide funds for the Revolving Fund so long as the Bond is outstanding to the extent required under the provisions of this Resolution and the Act, even though such property tax levy may, under applicable law or provisions of the home rule charter of the City, require that property tax levies of the City for other purposes be reduced correspondingly.

Section 4. Covenants. The City covenants and agrees with the owners from time to time of the Bond that until all the principal amount of the Bond and interest thereon are fully paid:

4.01. Compliance with Resolution. The City will hold the District Fund and the Revolving Fund as trust funds, separate and apart from all of its other funds, and the City, its officers and agents, will comply with all covenants and agreements contained in this Resolution. The provisions hereinabove made with respect to the District Fund and the Revolving Fund are in accordance with the undertaking and agreement of the City made in connection with the sale of the Bond as set forth in Section 1.06.

4.02. Construction of Improvements. The City will do all acts and things necessary to enforce the provisions of the construction contracts and Bond referred to in Section 1.04 and to ensure the completion of the Improvements for the benefit of the District in accordance with the plans and specifications and within the time therein provided, and will pay all costs thereof promptly as incurred and allowed, out of the Construction Account and within the amount of the proceeds of the Bond appropriated thereto, amounts contributed by the City therefor and prepayments by property owners in the District. All awards of contracts have complied or will comply with the applicable bid and award statutes.

4.03. Levy of Assessments. The City will do all acts and things necessary for the final and valid levy of special assessments upon all assessable real property within the boundaries of the District benefited by the Improvements in accordance with the Constitution and laws of the State of Montana and the Constitution of the United States in an aggregate principal amount not less than \$41,000. Such special assessments shall be levied on the bases prescribed in the Resolution of Intention, and shall be payable in substantially equal semiannual installments of principal and interest over a period of 20 years, at an annual rate equal to the sum of: (i) the average annual interest rate borne by the then-outstanding Bond, plus (ii) one-half of one percent (0.50%) per annum. The assessments to be levied will be payable on the 30th day of November in each of the years 2019 through 2038, and on the 31st day of May in the years 2020 through 2039, inclusive, if not theretofore paid, and shall become delinquent on such date unless paid in full. The first partial payment of each assessment shall include interest on the entire assessment from the date of original registration of the Bond to January 1, 2020. The assessments shall constitute a lien upon and against the property against which they are made and levied, which lien may be extinguished only by payment of the assessment with all penalties, cost and interest as provided in Section 7-12-4191 of the Act. No tax deed issued with respect to any lot or parcel of land shall operate as payment of any installment of the assessment thereon which is payable after the execution of such deed, and any tax deed so issued shall convey title subject only to the lien of said future installments, as provided in Montana Code Annotated, Section 15-18-214.

4.04. Reassessment. If at any time and for whatever reason any special assessment or tax herein agreed to be levied is held invalid, the City and this Council, its officers and employees, will take all steps necessary to correct the same and to reassess and re-levy the same, including the ordering of work, with the same force and effect as if made at the time provided by law, ordinance or resolution relating thereto, and will reassess and re-levy the same with the same force and effect as an original levy thereof, as authorized in Section 7-12-4186 of the Act. Any special assessment, or reassessment or re-levy shall, so far as is practicable, be levied and collected as it would have been if the first levy had been enforced including the levy and collection of any interest accrued on the first levy.

If proceeds of the Bond, including investment income thereon, are applied to the redemption of the Bond, as provided in Sections 7-12-4205 and 7-12-4206 of the Act, or if refunding bonds are issued and the principal amount of the outstanding Bond is decreased or increased, the City will reduce or increase, respectively, the assessments levied in the District and then outstanding pro rata by the principal amount of such prepayment or the increment above or below the outstanding principal amount of Bond represented by the refunding Bond. The City and this Council, its officers and employees will reassess and re-levy such assessments, with the same effect as an original levy, in such reduced or increased amounts in accordance with the provisions of Sections 7-12-4176 through 7-12-4178 of the Act.

4.05. Absence of Litigation. There is now no litigation pending or, to the best knowledge of the City, threatened questioning the validity or regularity of the creation of the District, the contracts for construction of the Improvements or the undertaking and agreement of the City to levy special assessments therefor and to make good any deficiency in the collection thereof through the levy of taxes for and the making of advances from the Revolving Fund, or the right and power of the City to issue the Bond or in any manner questioning the existence of any condition precedent to the exercise of the City's powers in these matters. If any such litigation should be initiated or threatened, the City will forthwith notify in writing the Purchaser, and will furnish the Purchaser a copy of all documents, including pleadings, in connection with such litigation.

4.06. Waiver of Penalty and Interest. The City covenants not to waive the payment of penalty or interest on delinquent assessments levied on property in the District for costs of the Improvements, unless the City determines, by resolution of the Council, that such waiver is in the best interest of the owners of the outstanding Bond.

Section 5. Tax Matters.

5.01. Use of Improvements. The Improvements will be owned and operated by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the Improvements or security for the payment of the Bond which might cause the Bond to be considered a "private activity bond" or a "private loan bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code").

5.02. General Covenant. The City covenants and agrees with the owners from time to time of the Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bond to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the interest on the Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

5.03. Arbitrage Certification. The Mayor and the City Clerk-Treasurer, being the officers of the City charged with the responsibility for issuing the Bond pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the

Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Bond, it is reasonably expected that the proceeds of the Bond will be used in a manner that would not cause the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

5.04. Arbitrage Rebate Exemption.

(a) The City hereby represents that the Bond qualifies for the exception for small governmental units to the arbitrage rebate provisions contained in Section 148(f) of the Code. Specifically, the City represents:

(1) Substantially all (not less than 95%) of the proceeds of the Bond (except for amounts to be applied to the payment of costs of issuance or representing accrued interest) will be used for local governmental activities of the City.

(2) The aggregate face amount of all “tax-exempt bonds” (including warrants, contracts, leases and other indebtedness, but excluding private activity bonds and current refunding bonds) issued by or on behalf of the City and all subordinate entities thereof during 2019 is not reasonably expected to exceed \$5,000,000. To date in 2019, the City has issued no such tax-exempt bonds.

(b) If notwithstanding the provisions of paragraph (a) of this Section 5.04, the arbitrage rebate provisions of Section 148(f) of the Code apply to the Bond, the City hereby covenants and agrees to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

5.05. Information Reporting. The City shall file with the Secretary of the Treasury, not later than November 15, 2019, a statement concerning the Bond containing the information required by Section 149(e) of the Code.

5.06. “Qualified Tax-Exempt Obligation.” Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The City has not designated any obligations in 2019 other than the Bond under Section 265(b)(3). The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all “subordinate entities” of the City in 2019 in an amount greater than \$10,000,000.

Section 6. Authentication of Transcript. The officers of the City are hereby authorized and directed to furnish to the Purchaser and to Bond Counsel certified copies of all proceedings relating to the issuance of the Bond and such other certificates and affidavits as may be required to show the right, power and authority of the City to issue the Bond, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the City as to the truth of the statements purported to be shown thereby.

Section 7. Discharge.

7.01. General. When the liability of the City on the Bond issued under and secured by this Resolution has been discharged as provided in this Section 7, all pledges, covenants and other rights granted by this Resolution to the owners of such obligations shall cease.

7.02. Payment. The City may discharge its liability with reference to any Bond or installment of interest thereon which is due on any date by depositing with the Registrar on or before that date funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of the Bond a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full; or if any Bond or installment of interest thereon shall not be paid when due, the City may nevertheless discharge its liability with reference thereto by depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, by mailing to the registered owner thereof a check or draft in a sum sufficient and providing proceeds available, for the payment thereof in full with interest accrued to the date of such deposit or mailing.

7.03. Prepayment. The City may also discharge its obligations with respect to any Bond called for redemption on any interest payment date, by on or before that date depositing with the Registrar funds sufficient, or, if a City officer is the Registrar, mailing to the registered owner of the Bond a check or a draft in a sum sufficient and providing proceeds available, for the payment of the principal installments to be redeemed and interest accrued thereon to the date of redemption; provided that notice of such redemption has been duly given as provided herein or irrevocably provided for.

7.04. Irrevocable Deposits. If an officer of the City is the Registrar, any deposit made under this Section 7 with the Registrar shall be irrevocable and held for the benefit of the owners of the Bond.

Section 8. Repeals and Effective Date.

8.01. Repeal. All provisions of other resolutions and other actions and proceedings of the City and this Council that are in any way inconsistent with the terms and provisions of this Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Resolution.

8.02. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by this Council.

PASSED AND ADOPTED by the City Council of the City of Laurel, Montana, this 20th day of August, 2019.

Mayor

Attest: _____
City Clerk-Treasurer

(SEAL)

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MONTANA
YELLOWSTONE COUNTY

CITY OF LAUREL

SPECIAL IMPROVEMENT DISTRICT NO. 119 BOND, SERIES 2019

Interest at the rate per annum specified below,
payable on the 1st day of January and the 1st day of July
in each year, commencing January 1, 2020.

No. R-1 \$41,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
3.95%	July 1, 2039	August 30, 2019

REGISTERED OWNER: YELLOWSTONE BANK

PRINCIPAL AMOUNT: FORTY ONE THOUSAND DOLLARS

FOR VALUE RECEIVED, City of Laurel, Montana (the “City”), will pay to the registered owner identified above, or registered assigns, the total principal amount specified above, in principal installments on each January 1 and July 1, in the years and in the principal amounts set forth on Schedule 1 hereto, solely from the Principal and Interest Account in the District Fund, as authorized by Resolution No. R19-___, adopted August 20, 2019 (the “Resolution”), all subject to the provisions hereinafter described relating to the redemption of this Bond before maturity.

Unpaid principal installments of this Bond bear interest at the rate per annum specified above from the date of original issue specified above, or from such later date to which interest hereon has been paid or duly provided for, until the maturity date specified above or an earlier date on which this Bond shall have been duly called for redemption by the City Clerk-Treasurer. Interest on this Bond is payable semiannually on each January 1 and July 1, commencing January 1, 2020, to the owner of record of this Bond appearing as such in the bond register as of the close of business on the twentieth day (whether or not a business day) of the immediately preceding month. This Bond represents all principal installments of the issue. The principal of and interest on this Bond are payable in lawful money of the United States of America. Interest is calculated on the basis of a 365-day year. The City Clerk-Treasurer shall initially serve as Registrar for this Bond.

This Bond comprises an issue in the aggregate principal amount of \$41,000 (the “Bond”), and is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 12, Parts 41

and 42, as amended (the “Act”), and ordinances and resolutions duly adopted by the governing body of the City, including the Resolution, for the purpose of financing the costs and expenses of making certain local improvements (the “Improvements”) for the special benefit of property located in Special Improvement District No. 119 (the “District”) and funding a deposit to the Special Improvement Revolving Fund (the “Revolving Fund”). The Bond is issuable only as a single, fully registered bond.

This Bond is payable from the collection of a special tax or assessment levied upon all assessable real property within the boundaries of the District benefited by the Improvements, in an aggregate principal amount not less than \$41,000, except as such amounts may be reduced or increased in accordance with provisions of Montana law. Such assessments constitute a lien against the property against which they are made and levied and are to be deposited into the 2019 Special Improvement District No. 119 Fund of the City (the “District Fund”). The Bond is not a general obligation of the City.

The City has validly established the Revolving Fund to secure the payment of certain of its special improvement and sidewalk, curb, gutter and alley approach bonds and warrants, including the Bond. The City has also agreed, to the extent permitted by the Act, to issue orders annually, or more often as necessary, authorizing loans or advances from the Revolving Fund to the District Fund, in amounts sufficient to make good any deficiency in the District Fund to pay principal of or interest on the Bond, to the extent money is available in the Revolving Fund, and to provide funds for the Revolving Fund by annually levying such tax or making such loan from its general fund, subject to the limitation that no such tax levy or loan may in any year cause the balance in the Revolving Fund to exceed legal limits based on a percentage of the principal amount of the City’s then outstanding special improvement and sidewalk, curb, gutter and alley approach bonds and warrants secured thereby and subject to the durational limitations specified in the Act. While any property tax levy to be made by the City to provide funds for the Revolving Fund is subject to levy limits under current law, the City has agreed in the Resolution to levy property taxes to provide funds for the Revolving Fund to the extent described in this paragraph and, if necessary, to reduce other property tax levies correspondingly to meet applicable levy limits.

The principal installments of this Bond are subject to mandatory redemption on any interest payment date if, after paying all principal and interest then due on the Bond, there are funds to the credit of the District Fund, either from the prepayment of assessments levied in the District or from the transfer of surplus money from the Construction Account to the Principal Account, for the redemption thereof. In addition, the Bond is subject to redemption at the option of the City at any time and from time to time, in whole or in part, at a redemption price equal to the amount of the principal installments of the Bond to be redeemed plus interest accrued thereon to the date of redemption. The date of redemption and the amount of principal installments of the Bond to be redeemed shall be fixed by the City Clerk-Treasurer, who shall give notice by first class mail, postage prepaid, to the owner or owners of the Bond at their addresses appearing on the bond register, of the amount of principal installments of the Bond to be redeemed and the date on which payment will be made, which date shall not be less than 30 days after the date of mailing of notice. On the date so fixed interest on the principal installments of the Bond so redeemed shall cease to accrue.

If the Bond is prepaid in part, the Purchaser or then-registered owner of the Bond will reamortize the principal remaining upon redemption and prepayment at the interest rate over the then-remaining term in equal or substantially equal semiannual payments of principal and interest. So long as the Bond is held by one registered owner, upon partial redemption and prepayment there shall be no need to exchange a new Bond for the unredeemed portion of the existing Bond; provided that the amortization schedule attached as Schedule I to the form of the Bond shall be replaced by an amortization schedule reflecting the reamortization of the principal then outstanding in the manner described above.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by his attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney. Upon such transfer, the City will cause a new Bond to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and with principal installments payable on the same dates, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

The Bond has been designated by the City as a “qualified tax-exempt obligation” pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all things required to be done precedent to the issuance of this Bond have been properly done, happened and been performed in the manner prescribed by the laws of the State of Montana and the resolutions and ordinances of the City of Laurel, Montana, relating to the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by the manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Laurel, Montana, by its City Council, has caused this Bond to be executed by the facsimile signatures of the Mayor and the City Clerk-Treasurer, and by the official seal of the City.

Mayor

City Clerk-Treasurer

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond and the principal installments hereof have been registered as required by law on the books of the City as of _____, 2019.

CITY OF LAUREL, MONTANA,
as Registrar

By _____
City Clerk-Treasurer

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common	UTMA.....Custodian..... (Cust) (Minor)
TEN ENT — as tenants by the entireties	under Uniform Transfers to Minors Act
JT TEN — as joint tenants with right of survivorship and not as tenants in common	(State)

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

/

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

SIGNATURE GUARANTEED

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

SCHEDULE 1
DEBT SERVICE SCHEDULE

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$41,000.00	08-30-2019	07-01-2039	2215265			JJK	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: City of Laurel

Lender: YELLOWSTONE BANK
12 1st Avenue
PO Box 7
Laurel, MT 59044

Disbursement Date: August 30, 2019
Interest Rate: 3.950

Repayment Schedule: Installment
Calculation Method: 365/365 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	01-01-2020	1,483.24	550.19	933.05	40,066.95
2	07-01-2020	1,483.24	789.15	694.09	39,372.86
2020 TOTALS:		2,966.48	1,339.34	1,627.14	
3	01-01-2021	1,483.24	784.01	699.23	38,673.63
4	07-01-2021	1,483.24	757.53	725.71	37,947.92
2021 TOTALS:		2,966.48	1,541.54	1,424.94	
5	01-01-2022	1,483.24	755.63	727.61	37,220.31
6	07-01-2022	1,483.24	729.06	754.18	36,466.13
2022 TOTALS:		2,966.48	1,484.69	1,481.79	
7	01-01-2023	1,483.24	726.13	757.11	35,709.02
8	07-01-2023	1,483.24	699.46	783.78	34,925.24
2023 TOTALS:		2,966.48	1,425.59	1,540.89	
9	01-01-2024	1,483.24	695.44	787.80	34,137.44
10	07-01-2024	1,483.24	672.37	810.87	33,326.57
2024 TOTALS:		2,966.48	1,367.81	1,598.67	
11	01-01-2025	1,483.24	663.61	819.63	32,506.94
12	07-01-2025	1,483.24	636.74	846.50	31,660.44
2025 TOTALS:		2,966.48	1,300.35	1,666.13	
13	01-01-2026	1,483.24	630.43	852.81	30,807.63
14	07-01-2026	1,483.24	603.45	879.79	29,927.84
2026 TOTALS:		2,966.48	1,233.88	1,732.60	
15	01-01-2027	1,483.24	595.93	887.31	29,040.53
16	07-01-2027	1,483.24	568.84	914.40	28,126.13
2027 TOTALS:		2,966.48	1,164.77	1,801.71	
17	01-01-2028	1,483.24	560.06	923.18	27,202.95
18	07-01-2028	1,483.24	535.79	947.45	26,255.50
2028 TOTALS:		2,966.48	1,095.85	1,870.63	
19	01-01-2029	1,483.24	522.81	960.43	25,295.07
20	07-01-2029	1,483.24	495.47	987.77	24,307.30
2029 TOTALS:		2,966.48	1,018.28	1,948.20	
21	01-01-2030	1,483.24	484.01	999.23	23,308.07
22	07-01-2030	1,483.24	456.55	1,026.69	22,281.38
2030 TOTALS:		2,966.48	940.56	2,025.92	
23	01-01-2031	1,483.24	443.67	1,039.57	21,241.81
24	07-01-2031	1,483.24	416.08	1,067.16	20,174.65
2031 TOTALS:		2,966.48	859.75	2,106.73	
25	01-01-2032	1,483.24	401.72	1,081.52	19,093.13
26	07-01-2032	1,483.24	376.06	1,107.18	17,985.95
2032 TOTALS:		2,966.48	777.78	2,188.70	
27	01-01-2033	1,483.24	358.14	1,125.10	16,860.85
28	07-01-2033	1,483.24	330.26	1,152.98	15,707.87

**AMORTIZATION SCHEDULE
(Continued)**

Loan No: 2215265

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2033 TOTALS:		2,966.48	688.40	2,278.08	
29	01-01-2034	1,483.24	312.78	1,170.46	14,537.41
30	07-01-2034	1,483.24	284.75	1,198.49	13,338.92
2034 TOTALS:		2,966.48	597.53	2,368.95	
31	01-01-2035	1,483.24	265.61	1,217.63	12,121.29
32	07-01-2035	1,483.24	237.43	1,245.81	10,875.48
2035 TOTALS:		2,966.48	503.04	2,463.44	
33	01-01-2036	1,483.24	216.56	1,266.68	9,608.80
34	07-01-2036	1,483.24	189.25	1,293.99	8,314.81
2036 TOTALS:		2,966.48	405.81	2,560.67	
35	01-01-2037	1,483.24	165.57	1,317.67	6,997.14
36	07-01-2037	1,483.24	137.06	1,346.18	5,650.96
2037 TOTALS:		2,966.48	302.63	2,663.85	
37	01-01-2038	1,483.24	112.52	1,370.72	4,280.24
38	07-01-2038	1,483.24	83.84	1,399.40	2,880.84
2038 TOTALS:		2,966.48	196.36	2,770.12	
39	01-01-2039	1,483.24	57.36	1,425.88	1,454.96
40	07-01-2039	1,483.46	28.50	1,454.96	0.00
2039 TOTALS:		2,966.70	85.86	2,880.84	
TOTALS:		59,329.82	18,329.82	41,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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Item Attachment Documents:

7. Resolution - Resolution Relating to Special Improvement District No. 119 Preliminary Levy of Special Assessments on Property Within the District for the Purpose of Financing the cost of Certain Local Improvements

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Laurel, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. _____, entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 119; PRELIMINARY LEVY OF SPECIAL ASSESSMENTS ON PROPERTY WITHIN THE DISTRICT FOR THE PURPOSE OF FINANCING THE COST OF CERTAIN LOCAL IMPROVEMENTS" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on August 20, 2019, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____; voted against the same: _____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 20th day of August, 2019.

City Clerk-Treasurer

RESOLUTION NO. _____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT
DISTRICT NO. 119; PRELIMINARY LEVY OF SPECIAL
ASSESSMENTS ON PROPERTY WITHIN THE DISTRICT
FOR THE PURPOSE OF FINANCING THE COST OF
CERTAIN LOCAL IMPROVEMENTS

BE IT RESOLVED by the City Council of the City of Laurel, Montana (the “City”), as follows:

Section 1. The District; the Improvements. The City has created a special improvement district pursuant to Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended (the “Act”), denominated Special Improvement District No. 119 (the “District”), and undertaken certain local improvements in the District (collectively, the “Improvements”) to benefit property located therein.

Section 2. The Bonds. Pursuant to the Act, the City will issue its special improvement district bonds drawn on the District, denominated “Special Improvement District No. 119 Bond, Series 2019,” in the original aggregate principal amount of \$41,000 (the “Bond”), to finance a portion of the costs, including incidental costs, of the Improvements. The Bond is payable primarily from special assessments to be levied against property in the District.

Section 3. Methods of Assessment. Pursuant to Resolution No. R19-14, adopted by this Council on May 7, 2019, which constitutes the resolution of intention to create the District, this Council determined to levy special assessments to pay the costs of the Improvements on the basis or bases therein provided as authorized by the Act.

This Council hereby ratifies and confirms that the assessment of costs of the specific Improvements against the properties benefited thereby as prescribed by such resolution of intention are equitable and in proportion to and not exceeding the special benefits derived from the Improvements by the lots, tracts and parcels to be assessed therefor within the District, and the special assessments authorized by this resolution are in accordance with the methods and do not exceed the amounts prescribed by the resolution of intention.

Section 4. Proposed Levy of Assessments. (a) The special assessments for the costs of the Improvements shall be levied and assessed against properties in the District in accordance with the methods of assessments referred to in Section 3. Such assessments shall be payable over a term not exceeding 20 years, each in substantially equal semiannual payments of principal and interest. Property owners shall have the right to prepay the special assessments as provided by law.

(b) The special assessments shall bear interest from the date of delivery of the Bond until paid at a rate equal to 4.45% per annum, which is equal to the sum of (i) 3.95% (the interest rate payable on the Bond), plus (ii) one-half of one percent (0.50%) per annum.

(c) Exhibit A to this Resolution (which is hereby incorporated herein and made a part hereof) contains a description of each lot, tract or parcel of land in the District to be assessed, the

name of the owner, if known, the total amount of the special assessment levied against each lot, tract or parcel, the amount of each partial payment of the special assessment, and the day when each such partial payment shall become delinquent (the "Assessment Roll").

(d) The Assessment Roll is preliminary and is subject to consideration by this Council of the objections, if any, from owners of property in the District following the public hearing provided for in Section 7.

Section 5. Filing of Resolution. This resolution shall be kept on file in the office of the City Clerk-Treasurer and shall be open to public inspection.

Section 6. Notice of Proposed Levy of Assessments. The City Clerk-Treasurer is hereby authorized and directed to cause a copy of the notice of the passage of this resolution, substantially in the form of Exhibit B hereto (which is hereby incorporated herein and made a part hereof), (i) to be published twice in a newspaper meeting the requirements of Montana Code Annotated, Section 7-1-4127, with not less than six days between each publication, (ii) to be mailed to the owner of each lot, tract or parcel of land to be assessed (to be determined from the last completed assessment roll for state, county, and school district taxes); and (iii) to be mailed to such other persons or entities known by the City Clerk-Treasurer to have an ownership interest in such lots, tracts or parcels (including, without limitation, mortgagees and vendees under contracts of deed). The time for the public hearing may not be less than ten days after the final publication and the mailing of the notice.

Section 7. Public Hearing; Objections. This Council shall meet on Tuesday, September 17, 2019, at 6:30 p.m., in Council Chambers, at 115 West First Street, in Laurel, Montana, for the purpose of conducting a public hearing on the levying and assessment of the special assessments in the Districts and considering the objections, if any, of the property owners to the levying and assessment of the special assessments.

ADOPTED by the City Council of the City of Laurel, Montana, this 20th day of August, 2019.

Mayor

Attest:

City Clerk-Treasurer

EXHIBIT A

LOT NUMBER	TAX ID	OWNER	ADDRESS	LEGAL	TOTAL PRINCIPAL ASSESSMENT	TOTAL AGGREGATE PRINCIPAL ASSESSMENTS DUE NOVEMBER 30 DURING BOND TERM All Nov. assessments delinquent after 11/30/19 and each anniversary thereof through 11/30/2038 ¹	TOTAL AGGREGATE PRINCIPAL ASSESSMENTS DUE MAY 31 DURING BOND TERM All May assessments delinquent after 05/31/2020 and each anniversary thereof through 05/31/2039 ¹
1	B011010	Grutsch, Bryan M	102 E 6th Street	Laurel Realty Second Subd, S09, T02 S, R24 E, Block 21, Lot 14A, AMD (13)	\$ 434.07	\$217.04	\$217.03
2	B01101A	Lind, James L & Denise I	106 E 6th Street	Laurel Realty Second Subd, S09, T02 S, R24 E, Block 21, Lot 15A, AMD (13)	\$ 432.00	\$216.00	\$216.00
3	B011020	Rivera, Tabatha	112 E 6th Street	Laurel Realty Second Subd, S09, T02 S, R24 E, Block 21, Lot 16, W60' LT 16-17 N25' & W60' LT 18	\$ 2,076.60	\$1,038.30	\$1,038.30
4	B011030	Baney, Mike E & Jan L	116 E 6th Street	Laurel Realty Second Subd, S09, T02 S, R24 E, Block 21, Lot 16, E80' LT 16-17 S5' & W60' LT 18	\$ 483.44	\$241.72	\$241.72
5	B011120	Maack, Thomas & Kami L	519 Montana Ave	Laurel Realty Second Subd, S09, T02 S, R24 E, Block 22, Lot 13, LT 14-15 N5' LT 13	\$ 9,918.28	\$4,959.14	\$4,959.14
6	B011130	Luce, Melinda	520 Colorado Ave	Laurel Realty Second Subd, S09, T02 S, R24 E, Block 22, Lot 16, N2 LT 17	\$8,932.71	\$4,466.35	\$4,466.36

¹ Dollar amounts exclude interest on the principal amount of the assessments. Interest on the assessments accrues at 4.45%. The total principal amount of the assessments, absent prepayment, will be spread over 20 years in substantially equal installments of principal and interest.1

LOT NUMBER	TAX ID	OWNER	ADDRESS	LEGAL	TOTAL PRINCIPAL ASSESSMENT	TOTAL AGGREGATE PRINCIPAL ASSESSMENTS DUE NOVEMBER 30 DURING BOND TERM All Nov. assessments delinquent after 11/30/19 and each anniversary thereof through 11/30/2038 ¹	TOTAL AGGREGATE PRINCIPAL ASSESSMENTS DUE MAY 31 DURING BOND TERM All May assessments delinquent after 05/31/2020 and each anniversary thereof through 05/31/2039 ¹
8	B011260	Philhower, Corwin	312 E 6th Street	Laurel Realty Second Subd, S09, T02 S, R24 E, Block 23, Lot 16, W2 LT 16-17	\$ 2,104.47	\$1,052.24	\$1,052.23
9	B011250	Schreiner, David D & Karen Ann	520 Pennsylvania Ave	Laurel Realty Second Subd, S09, T02 S, R24E, Block 23, Lot 16, E2 LT 16-17	\$ 3,377.10	\$1,688.55	\$1,688.55
10	B01136A	Bailey, Richard W & Julie K	519 Pennsylvania Ave	Laurel Realty Second Subd, S09, T02 S, R24 E, Block 24, Lot 14-15	\$6,403.55	\$3,201.77	\$3,201.78
11	B011370	Schmidt, Heidi L	412 E 6th Street	Laurel Realty Second Subd, S09, T02 S, R24 E, Block 24, Lot 16A	\$ 4,550.64	\$2,275.32	\$2,275.32
12	B011380	Franks, Greg D & Wendy M	520 Wyoming Ave	Laurel Realty Second Subd, S09, T02 S, R24 E, Block 24, Lot 17A	\$ 2,287.14	\$1,143.57	\$1,143.57
					\$41,000.00	\$20,500.00	\$20,500.00

¹ Dollar amounts exclude interest on the principal amount of the assessments. Interest on the assessments accrues at 4.45%. The total principal amount of the assessments, absent prepayment, will be spread over 20 years in substantially equal installments of principal and interest.²

EXHIBIT B

NOTICE OF PROPOSED LEVY OF SPECIAL ASSESSMENTS IN
SPECIAL IMPROVEMENT DISTRICT NO. 119

CITY OF LAUREL, MONTANA

NOTICE IS HEREBY GIVEN that on August 20, 2019, the City Council of the City of Laurel, Montana (the "City"), adopted a resolution proposing to levy and assess special assessments against benefited property in Special Improvement District No. 119 in the City for the purpose of financing the costs of certain local improvements and paying costs incidental thereto.

A complete copy of the resolution, which includes the proposed assessment rolls for the district and the principal amount of each special assessment, is on file with the City Clerk-Treasurer and is available for public inspection.

On September 17, 2019, at 6:30 p.m., in Council Chambers, at 115 West First Street, in Laurel, Montana, the City Council will conduct a public hearing and pass upon all objections, whether made orally or in writing, to the proposed levy of the special assessments.

Further information regarding the special assessments or other matters in respect thereof may be obtained from the City Clerk-Treasurer at 115 West First Street, Laurel, Montana or by telephone at 406-628-7431 ext. 2.

Dated: August 20, 2019.

BY ORDER OF THE CITY COUNCIL
OF THE CITY OF LAUREL, MONTANA

City Clerk-Treasurer

(Publication Dates: August 29, 2019 and September 5, 2019)

(Mailing Date: August 29, 2019)

Item Attachment Documents:

8. Resolution - A Resolution Accepting the Proposal Submitted by High Point Networks to Provide the City's Voice Over Internet Protocol (VOIP) Service and Support Services and Authorizing the Mayor to Execute a Contract With High Point Networks for Such Services.

RESOLUTION NO. R19-____

A RESOLUTION ACCEPTING THE PROPOSAL SUBMITTED BY HIGH POINT NETWORKS TO PROVIDE THE CITY'S VOICE OVER INTERNET PROTOCOL (VOIP) SERVICE AND SUPPORT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HIGH POINT NETWORKS FOR SUCH SERVICES.

WHEREAS, the City of Laurel published a Request for Proposals ("RFP") seeking proposals from qualified companies to provide the City's Voice Over Internet Protocol (VOIP) Service and Support Services as published in the City's RFP; and

WHEREAS, the City publicly opened the responses to the RFP, and considered the proposals submitted by qualified companies and has determined that it is in the best interest of the City to select the successful company that appeared most qualified, available and the most affordable; and

WHEREAS, the City Staff is recommending the Council select High Point Networks as the company to provide the services sought by the City through the RFP process.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Laurel, Montana, that the City Council hereby accepts the proposal submitted by High Point Networks; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the Mayor to execute a contract for the services and costs provided in the RFP on the City's behalf.

Introduced at a regular meeting of the City Council on August 20th, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 20th day of August, 2019.

APPROVED by the Mayor this 20th day of August, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney