



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MARCH 18, 2025
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. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. 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.*

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.

General Items

Executive Review

- 1. Planning:** Resolution - Resolution Of City Council Approving Final Annexation, Right-Of-Way Dedications, And Zoning For Approximately One Acre Of Property Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana.
- 2. Planning:** Resolution - A Resolution Of The City Council Approving The Expedited Subdivision Application For The Mclelland Subdivision.
- 3. Mayor:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Reschedule City Council Meeting Set On Election Day.

Council Issues

- 4.** LURA Update

Other Items

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. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

File Attachments for Item:

1. Planning: Resolution - Resolution Of City Council Approving Final Annexation, Right-Of-Way Dedications, And Zoning For Approximately One Acre Of Property Adjacent To The City Of Laurel, As An Addition To The City Of Laurel, Yellowstone County, Montana.

RESOLUTION NO. R25-_____

RESOLUTION OF CITY COUNCIL APPROVING FINAL ANNEXATION, RIGHT-OF-WAY DEDICATIONS, AND ZONING FOR APPROXIMATELY ONE ACRE OF PROPERTY ADJACENT TO THE CITY OF LAUREL, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA.

WHEREAS, a Petition for Annexation and Concurrent Zoning Designation was submitted to the City of Laurel by Lance Hull, who is the property owner (hereinafter “Petitioner”) of certain real property situated in Yellowstone County, Montana;

WHEREAS, the real property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition., Yellowstone County, Montana. The real property is generally reflected on the Exhibits to the Petition for Annexation, included as part of previously-approved Resolution No. R22-40, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way;

WHEREAS, the Petitioner sought annexation of the property and zoning as Residential Multiple Family (hereinafter “RMF”);

WHEREAS, Petitioner sought annexation of the property into the City of Laurel in order to access and utilize City of Laurel services, including, but not limited to, water, sewer, police, and fire;

WHEREAS, the Laurel City-County Planning Board held a duly advertised public hearing on Petitioner’s Petition for Annexation and Concurrent Approval of Initial Zoning Designation on June 15, 2022;

WHEREAS, at the the conclusion of the hearing, the Planning Board voted to recommend approval to the City Council of both the annexation and zoning request;

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioner’s Petition for Annexation on August 9, 2022;

WHEREAS, at the conclusion of the hearing, the City Council determined that approval of the Petition for Annexation and Concurrent Approval of Initial Zoning Designation was in the best interests of the City at this time;

WHEREAS, the annexation of the property and zoning is subject to an Annexation Agreement by and between the City of Laurel and the Petitioner, which was executed by and between the Petitioner and the City of Laurel and was attached to Resolution No. R22-40 and thereto incorporated as part of the Resolution;

WHEREAS, the Property Owner has complied with all of the terms and conditions of annexation imposed by the Laurel City Council;

WHEREAS, all public water, sewer, streetways, and storm drainages have been extended by the Property Owner and approved by the Laurel Public Works Department;

WHEREAS, all rights-of-way have been dedicated to the City of Laurel;

WHEREAS, a Waiver of Right of Protest has been finalized, and the Development Agreement has been executed and all appropriate and necessary work completed; and

WHEREAS, the City is prepared to accept the right-of-way dedications as demonstrated on the Plat Exhibit, approve the Final Annexation of the property and all rights-of-way as demonstrated on the Plat Exhibit; and assign the zoning on the property as RMF.

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

1. The owner of record of the territory annexed to the City of Laurel has executed a Petition of Annexation.
2. Pursuant to Mont. Code Ann. § 7-2-46, 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 Petitioner's Petition for Annexation and all attached Exhibits.
3. The following described territory is hereby annexed to the City of Laurel: that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition., Yellowstone County, Montana. The real property is generally reflected on the Exhibits to the Petition for Annexation, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way.
4. The owner of record of the territory annexed to the City of Laurel and the City of Laurel have executed an Annexation Agreement, which terms and conditions have been met by the property owner and which are made a part of this Resolution and the Petition for Annexation.
5. That the conditions of the annexation and zoning, as conditioned as follows, have been met:
 - A. On all terms, conditions, and requirements of the Annexation Agreement between the City of Laurel and Petitioner.

- B. The property shall be zoned as RMF, which is consistent with the zoning of adjacent and nearby properties.
 - C. The Waiver of Right to Protest, a copy of which is attached to Resolution No. 22-40 and incorporated by reference herein, and this Resolution, shall be recorded with the County Clerk and Recorder within ninety (90) days after the adoption of this Resolution.
 - D. Connections to the City of Laurel Water and Sewer Systems have been approved by the City of Laurel’s Public Works Department.
 - E. All improvements and infrastructure connections have been completed.
6. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct certified copy of this Resolution and Meeting Minutes with the Yellowstone County Clerk and Recorder.
 7. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the City Council Meeting Minutes with the Yellowstone County Clerk and Recorder, this Annexation of the above-described territory to the City of Laurel shall be deemed complete and final.
 8. Annexation and the City's responsibility for providing service to the property shall become null and void upon Petitioner’s failure to satisfy the conditions imposed by the City Council by and through this Resolution, the Petition for Annexation, and the Annexation Agreement by and between the City of Laurel and the Petitioner.

Introduced at a regular meeting of the City Council on the ____ day of March, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of March, 2025.

APPROVED by the Mayor the ____ day of March, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, 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 Public Works
Director

March 13, 2025

Lance Hull
1009 Davis Circle
Laurel, Mt 59044

Subject: Conditions of approval for your annexation to the City Laurel and infrastructure requirements

Lance,

The City's contracted engineer and I inspected the construction of the public works improvements that you paid for and installed for the extension of West 1st street last fall. I am writing to inform you that all the improvements required for annexation have been made and are approved for use with your development.

This letter is to serve as the official approval from the public works department for your project. The City Council must determine your final approval for annexation and street dedication.

Thank you for making public works improvements that are necessary for the expansion of the City of Laurel city limits.

Sincerely,

Matt Wheeler
Public Works Director

Cc Mayor David Waggoner
City Attorney, Michele Braukmann
Forrest Sanderson, Contracted City Planner
Laurel City Council

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

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

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

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

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

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

LEGAL DESCRIPTION OF THE PROPERTY

"S08, T02, R24E, C.O.S. 1642 AMD, PARCEL A1, AMND"

DATED this 11th day of March, 2025

LANCE HULL
Grantee Name

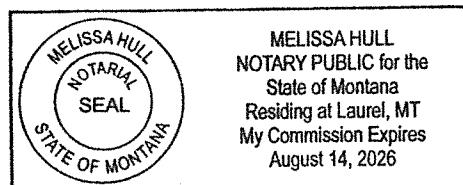
Lance Hull
Grantee Signature

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this 11th day of March, 2025, personally appeared before me, Lance Hull, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged the he/she/they executed the same.

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

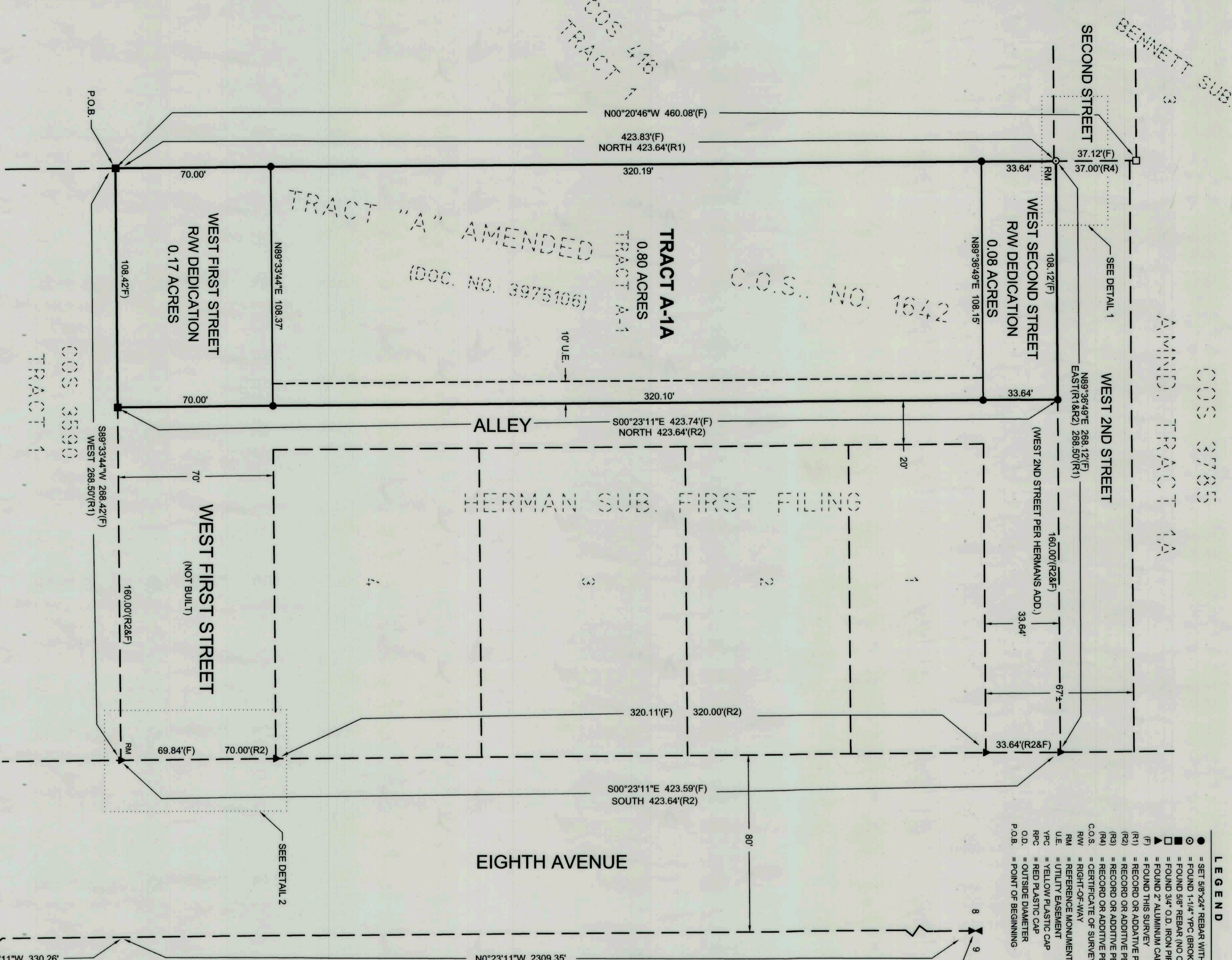
Melissa Hull
Notary Public for the State of Montana
Residing at: Laurel
My commission expires: August 14, 2026



AMENDED CERTIFICATE OF SURVEY 1642, TRACT A-1

LOCATED IN THE SE1/4 OF SECTION 8, T.02S, R.24E, P.M.M., CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

SURVEY COMMISSIONED BY: LANCE HULL
 PREPARED BY: IMEG CORP
 DATE: SEPTEMBER 2023
 RECORD OWNER: LANCE HULL



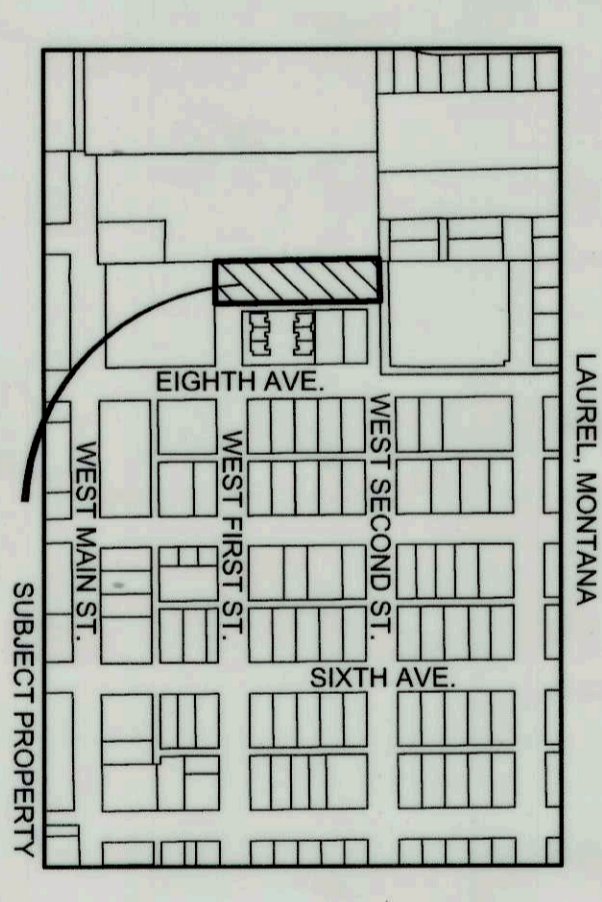
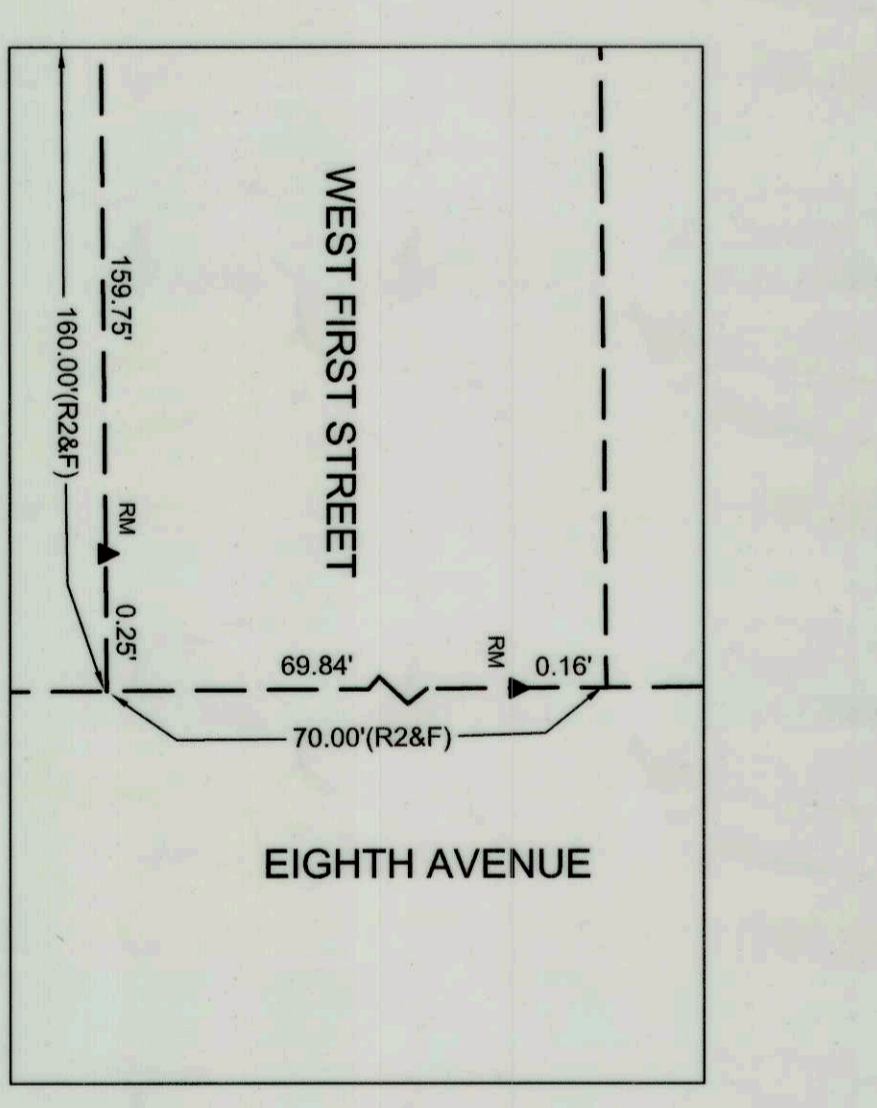
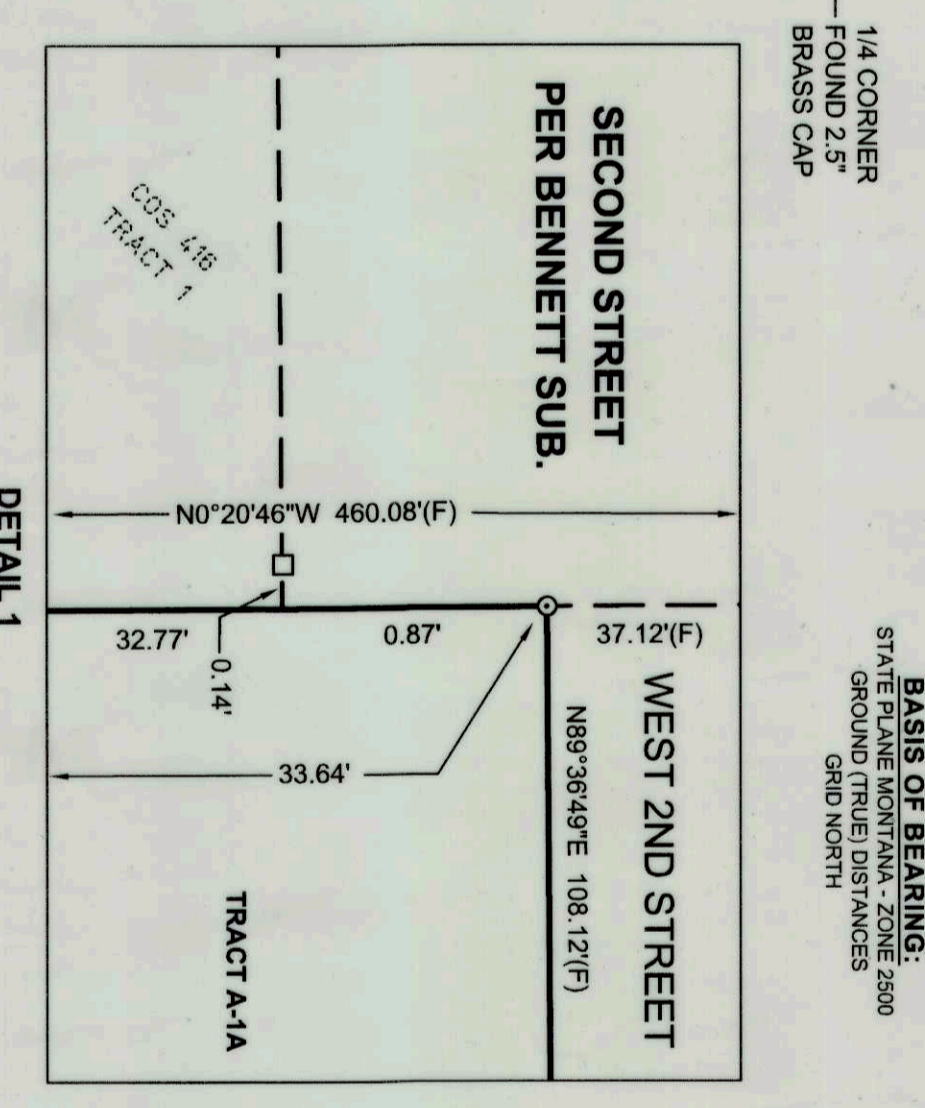
LEGEND

- SET 5/8" O.D. IRON PIPE WITH 1-1/4" P.C. (JACOBSON, 13748LS)
- FOUND 1-1/4" P.C. (IRON PIPE)
- FOUND 5/8" REBAR (NO CAP)
- ▲ FOUND 3/4" O.D. IRON PIPE
- ▣ FOUND 2" ALUMINUM CAP (M.DOT. 8377L)
- (F) RECORD THIS SURVEY
- (R1) RECORD OR ADJUST PER TRACT A-1 AMENDED CERTIFICATE OF SURVEY NO. 1642
- (R2) RECORD OR ADJUST PER THE SUBDIVISION PLAN OF HERMAN ADDITION FIRST FILING
- (R3) RECORD OR ADJUST PER THE SUBDIVISION PLAN OF HERMAN ADDITION FIRST FILING
- (R4) RECORD OR ADJUST PER BENNETT SUBDIVISION OF LAUREL.
- C.O.S. = CERTIFICATE OF SURVEY
- R.W. = RIGHT-OF-WAY
- R.M. = REFERENCE MONUMENT
- U.E. = UTILITY EASEMENT
- P.C. = YELLOW PLASTIC CAP
- P.P.C. = RED PLASTIC CAP
- O.D. = OUTSIDE DIAMETER
- P.O.B. = POINT OF BEGINNING

GRID

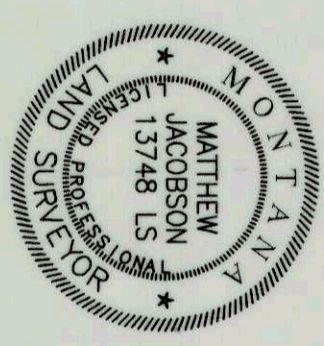
GRID
 BASIS OF BEARING:
 STATION BOUNDARY DISTANCES
 GRID NORTH

30 0 30 60
 SCALE IN FEET



SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY THAT THE ATTACHED CERTIFICATE OF SURVEY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIALLY COMPLETED ON THE DATE SHOWN HEREON.

SS Matthew Jacobson DATE _____
 MONTANA LICENSE NO. 13748LS



IMEG
 PREPARED BY:
 1731 N. 27TH ST. STE. 1312 PH: 406.248.8000
 BUTTE, MT 59701 FAX: 406.248.8001
 WWW.IMEG.CORP.COM
 IMEG PROJECT NO. 22001282

PURPOSE OF SURVEY:
 THE PURPOSE OF THIS SURVEY IS TO CORRECT BOUNDARY LINES TO SHOW PUBLICLY DEDICATED RIGHTS-OF-WAY AS REQUESTED BY THE CITY OF LAUREL PLANNING DEPARTMENT AS A CONDITION OF AN EXEMPTION PURSUANT TO 76-3-207(1)(b) M.C.A. AND TO RETRACE THE REMAINDER OF OWNERSHIP. THIS CERTIFICATE OF SURVEY IS BEING FILED TO COMPLETE WITH 76-3-404(1)(b) M.C.A.

LEGAL DESCRIPTION:
 SAID PROPERTY DESCRIBED IN DOCUMENT NO. 3975106, RECORDS OF YELLOWSTONE COUNTY, BEING TRACT A-1 OF TRACT A-1 AMENDED CERTIFICATE OF SURVEY NO. 1642, EXCEPT FOR THE PORTION OF SAID TRACT A-1, 0.80 ACRES, WHICH IS A SUBDIVISION EASEMENT OF THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF TRACT A-1 OF SAID TRACT A-1 AMENDED CERTIFICATE OF SURVEY NO. 1642, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG THE WEST BOUNDARY OF SAID TRACT A-1, N00°20'46"W, 460.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT A-1; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACT A-1, N89°36'49"E, 108.12 FEET TO THE NORTHWEST CORNER OF HERMAN SUBDIVISION FIRST FILING; THENCE ALONG THE WEST BOUNDARY OF SAID HERMAN SUBDIVISION FIRST FILING, S00°23'11"E, 423.74 FEET TO THE SOUTHWEST CORNER OF SAID HERMAN SUBDIVISION FIRST FILING; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT A-1 OF TRACT A-1 AMENDED CERTIFICATE OF SURVEY NO. 1642, S89°33'44"W, 108.42 FEET TO THE TRUE POINT OF BEGINNING.
 CONTAINING 1.05 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY AS SHOWN EXISTING OR OF RECORD.

OWNERS CERTIFICATION:
 I HEREBY CERTIFY THAT THE PURPOSE OF THIS DIVISION OF LAND TO CREATE ADDITIONAL RIGHT-OF-WAY FOR WEST FIRST STREET AND WEST SECOND STREET AND TO RETRACE THE REMAINDER OF OWNERSHIP AS SHOWN ON THIS PLAT IS TO COMPLY WITH THE REQUIREMENTS OF THIS CHAPTER AND FURTHER, TO RETRACE THE REMAINING OWNERSHIP PURSUANT TO 76-3-404, M.C.A.

FURTHER, THIS DIVISION OF LAND IS EXEMPT FROM REVIEW BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO 76-4-123(1)(b), M.C.A. TO-WIT: "THE EXCLUSION CITED IN 76-3-201 AND 76-3-207(1)(b) AND FURTHER, TRACT A-1A IS EXEMPT FROM REVIEW BY THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO 76-4-127(1)(b), M.C.A. TO WIT: "CERTIFICATION THAT ADEQUATE MUNICIPAL FACILITIES FOR THE SUPPLY OF WATER AND DISPOSAL OF SEWER AND SOLID WASTE ARE AVAILABLE OR WILL BE PROVIDED WITHIN THE TIME PROVIDED IN 76-3-507" AND FURTHER WEST SECOND STREET AND WEST FIRST STREET, AS SHOWN ON THIS PLAT, ARE HEREBY GRANTED AND DONATED TO THE USE OF THE PUBLIC FOREVER.

LANCE HULL
 STATE OF MONTANA
 COUNTY OF YELLOWSTONE
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THUR 14 2023 BY LANCE HULL.



CERTIFICATE OF CITY-COUNTY HEALTH DEPT.
 THE CERTIFICATE OF SURVEY HAS BEEN REVIEWED AND APPROVED BY YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT.

CITY-COUNTY HEALTH DEPT. DATE _____
 (DBA RIVERSTONE HEALTH)

CITY ATTORNEY'S OFFICE
 THIS DOCUMENT HAS BEEN REVIEWED BY THE CITY ATTORNEY'S OFFICE AND IS ACCEPTABLE TO FORM.

CITY ATTORNEY DATE _____

YELLOWSTONE COUNTY TREASURER'S OFFICE
 I HEREBY CERTIFY THAT ALL REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE LAND ABOVE DESCRIBED ARE PAID PER 76-3-61(1)(b) M.C.A.

YELLOWSTONE COUNTY TREASURER DATE _____

CERTIFICATE OF CITY COUNCIL APPROVAL
 WE HEREBY CERTIFY THAT WE HAVE EXAMINED THIS CERTIFICATE OF SURVEY, ACCEPT ALL DEDICATED RIGHTS-OF-WAY, AND FIND THAT SAID PLAT CONFORMS WITH THE REQUIREMENTS OF THE LAWS OF THE STATE OF MONTANA. IT IS THEREFORE APPROVED AND ACCEPTED.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND THE SEAL OF THE CITY OF LAUREL, MONTANA, THIS _____ DAY OF _____, 20__.

CITY OF LAUREL, MONTANA

BY: _____ MAYOR
 _____ CITY CLERK

CLERK AND RECORDER FILING INFORMATION

RESOLUTION NO. R22-01

RESOLUTION AUTHORIZING OWNER'S REQUEST TO SEEK ANNEXATION OF A ONE ACRE LOT LOCATED WEST OF 8TH AVENUE BETWEEN 1ST AND 2ND STREETS PURSUANT TO THE CITY OF LAUREL ANNEXATION POLICY.

WHEREAS, the Property Owner submitted a request to annex his one acre parcel of property located west of 8th Avenue, between 1st and 2nd Streets near the City of Laurel, in order to enable the him to construct new multi-family housing which will require annexation to allow him to connect to city water and sewer services; and

WHEREAS, the City's Annexation Policy requires the City Council to approve any requests for annexation of property that is less than 2 acres in size; and

WHEREAS, the Property Owner submitted the attached letter of request seeking the City Council's approval and authorization to seek annexation of his property; and

WHEREAS, City Staff reviewed the request and discussed annexation with the Property Owner, and is recommending the approval of the request.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the one acre parcel of property located west of 8th Avenue, between 1st and 2nd Streets, near the City of Laurel, is appropriate for annexation; and

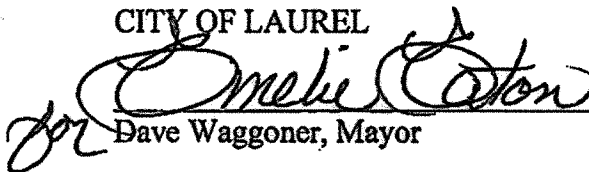
BE IT FURTHER RESOLVED, that the Property Owner (Lance Hull) is hereby authorized to file an Annexation Application with City Staff seeking formal annexation to the City.

Introduced at a regular meeting of the City Council on January 11, 2022, by Council Member Herr.


PASSED and APPROVED by the City Council of the City of Laurel this 11th day of January 2022

APPROVED by the Mayor this 11th day of January 2022.

CITY OF LAUREL


Dave Waggoner, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer, Clerk-Treasurer

Approved as to form:


Sam Painter, Civil City Attorney

R-22-40

R M F

Resolution
has not been Filed
Finalized

**Lance Hull
1009 Davis Circle
Laurel, MT 59044
Lancehull6@gmail.com
(406) 208-5920**

December 2, 2021

**Laurel City Council
115 W 1st Street
Laurel, MT 59044**

Dear council members:

This letter is to ask for your approval to submit an application for annexation.

I have recently purchased a 1 acre lot west of 8th Avenue, between 1st street and 2nd street. I intend to build 4 – 4plexes and would like to annex into the city to utilize city services. I have been working with Mr. Altonaga and Mr. Markegard to make sure this is feasible. I have lived in Laurel my entire life, and am looking to build high quality apartments. My intent is to make each unit 3-bed 2-bath, and make each building and the lot aesthetically pleasing to the community.

I look forward to working with you on this project and believe it will be beneficial to the expansion of our town. Please call or email me with any questions or concerns.

Thank you for your time and consideration.

Sincerely,
Lance Hull

RESOLUTION NO. R22-40

RESOLUTION OF ANNEXATION AND ZONING FOR APPROXIMATELY ONE ACRE OF PROPERTY ADJACENT TO THE CITY OF LAUREL, AS AN ADDITION TO THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA, WITH CONCURRENT APPROVAL OF INITIAL ZONING DESIGNATION.

WHEREAS, a Petition for Annexation and Concurrent Zoning Designation was submitted to the City of Laurel by Lance Hull, who is the property owner (hereinafter “Petitioner”) of certain real property situated in Yellowstone County, Montana;

WHEREAS, the real property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition., Yellowstone County, Montana. The real property is generally reflected on the Exhibits to the Petition for Annexation, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way;

WHEREAS, the property is currently outside of City of Laurel city limits, and Petitioner seeks annexation of the property and zoning as Residential Multiple Family (hereinafter “RMF”);

WHEREAS, Petitioner currently seeks annexation of its property into the City of Laurel in order to access and utilize City of Laurel services, including, but not limited to, water, sewer, police, and fire;

WHEREAS, the Laurel City-County Planning Board held a duly advertised public hearing on Petitioner’s Petition for Annexation and Concurrent Approval of Initial Zoning Designation on June 15, 2022. At the conclusion of the hearing, the Planning Board voted to recommend approval to the City Council of both the annexation and zoning request; and

WHEREAS, the City Council held a duly advertised public hearing regarding Petitioner’s Petition for Annexation on August 9, 2022. At the conclusion of the hearing, the City Council determined that approval of the Petition for Annexation and Concurrent Approval of Initial Zoning Designation is in the best interests of the City at this time; and

WHEREAS, the annexation of the property and zoning is subject to an Annexation Agreement by and between the City of Laurel and the Petitioner, which will be executed by and between the Petitioner and the City of Laurel and will be attached hereto and incorporated as part of this Resolution.

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

1. The owner of record of the territory annexed to the City of Laurel has executed a Petition of Annexation.
2. Pursuant to Mont. Code Ann. § 7-2-46, 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 Petitioner's Petition for Annexation and all attached Exhibits.
3. The following described territory is hereby annexed to the City of Laurel: that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition., Yellowstone County, Montana. The real property is generally reflected on the Exhibits to the Petition for Annexation, which is incorporated by reference herein, and it includes all contiguous roadways and rights-of-way.
4. The owner of record of the territory annexed to the City of Laurel and the City of Laurel will execute an Annexation Agreement, which terms and conditions are made a part of this Resolution and the Petition for Annexation.
5. That the approval of the annexation and zoning is conditioned as follows:
 - A. On all terms, conditions, and requirements of the Annexation Agreement between the City of Laurel and Petitioner.
 - B. The property shall be zoned as RMF, which is consistent with the zoning of adjacent and nearby properties.
 - C. The Waiver of Right to Protest, a copy of which is attached hereto and incorporated by reference herein, and this Resolution, shall be recorded with the County Clerk and Recorder within ninety (90) days after the adoption of this Resolution.
 - D. Connections to the City of Laurel Water and Sewer Systems shall be approved by the City of Laurel's Public Works Department.
 - E. All improvements and infrastructure connections shall be completed within one calendar year from the date this Resolution is approved.
6. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct certified copy of this Resolution and Meeting Minutes with the Yellowstone County Clerk and Recorder.

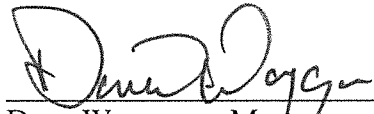
7. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the City Council Meeting Minutes with the Yellowstone County Clerk and Recorder, this Annexation of the above-described territory to the City of Laurel shall be deemed complete and final.
8. Annexation and the City's responsibility for providing service to the property shall become null and void upon Petitioner's failure to satisfy the conditions imposed by the City Council by and through this Resolution, the Petition for Annexation, and the Annexation Agreement by and between the City of Laurel and the Petitioner.

Introduced at a regular meeting of the City Council on the 9th day of August 2022, by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel the 9th day of August 2022.

APPROVED by the Mayor the 9th day of August 2022.

CITY OF LAUREL



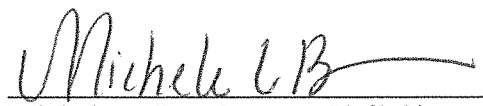
Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney



Return to:
Lance Hull
1009 Davis Circle
Laurel, Montana 59044

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made this 9th day of August 2022, by and between **LANCE HULL**, with a mailing address at 1009 Davis Circle, Laurel, Montana 59044, (the "Developer") and the **CITY OF LAUREL, MONTANA**, a municipal corporation, with a mailing address at 115 West 1st Street, Laurel, Montana 59044 (the "City").

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

Certificate of Survey No. 1642: 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 Tract" as well as all adjacent public right-of-way.

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

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

WHEREAS, the City has approved the Petition for Annexation by Resolution No. 22-40 for the Developer Tract contingent that a Development Agreement be executed between the City and the Developer to identify required off-site infrastructure improvements and guarantees of those improvements.

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

- 1. Roads and Access.** The Developer Tract shall be accessible by West 1st Street. The Developer will extend West 1st Street to the west boundary of the Developer Tract. The Developer will also provide a culvert on the north side of the property to access West 2nd Street with a 26' wide driveway and a 26' wide alley. The developer shall also provide all required road signs. The final street design will require approval from the Public Works Department.

2. **Sanitary Sewer.** Developer Tract shall be served by the City wastewater system. The Developer shall extend a new main from the existing 8-inch sanitary sewer main at 8th Avenue and West 1st Street to provide service to the Developer Tract. Plans and specifications shall be approved by the Public Works Department and the Montana Department of Environmental Quality.
3. **Water.** Developer Tract shall be served by the City water system. The Developer shall extend a new water main from the existing 8-inch water main at 8th Avenue and West 1st Street to provide service to the Developer Tract. Plans and specifications shall be approved by the Public Works Department and the Montana Department of Environmental Quality.
4. **Storm Drain.** The Developer shall extend the city storm drain from 8th Ave to the west boundary of the property. There will be no on-site storage on the property.
5. **Right-of-Way.** A right-of-way shall be dedicated for the construction of West 1st Street and for possible future West 2nd Street.
6. **Future Intersection Contributions.** No intersection contributions are required upon annexation.
7. **Late Comers Agreement.** No Late Comers Agreement is made with this annexation.
8. **Zoning.** The Property is to be zoned as Residential Multi Family.
9. **Compliance.** Nothing herein shall be deemed to exempt the Developer Tract 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.
10. **Runs with Land.** The covenants, agreements, and all statements in this Agreement and in the incorporated and attached Waiver, shall run with the land and shall be binding on the heirs, personal representatives, successors, and assigns of the respective parties.
11. **Attorney's Fees.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs, including those fees and costs of in-house counsel.

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

PLANNING BOARD AND ZONING COMMISSION
RECOMMENDATION
LANCE HULL
Annexation and Initial Zoning

Applicant:

Lance Hull
1009 Davis Circle
Laurel MT 59044

The Mr. Hull represents 100% of the land ownership. Annexation pursuant to §7-2-4601 et. seq. MCA. (Annexation by Petition).

Request:

Mr. Hull, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 1.0 acres of property adjacent to the City of Laurel with an initial Zoning Designation of Laurel Multi-Family (RMF) for concurrent review.

The subject property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1, Less Herman Addition. An annexation Exhibit, which is incorporated into this report by reference, has been submitted in support of the Petition and Requested Initial Zoning.

Process:

The annexation petition and requested initial zoning has been scheduled for consideration and a public hearing by the Laurel – Yellowstone City County Planning Board and Zoning Commission for 5:35 p.m. on Wednesday, June 15, 2022. Though not yet scheduled the matter could be considered by the Laurel City Council at a Work Session on July 5 and taken up as an action item on July 12, 2022.

Analysis of the Request

- The Mr. Hull represents 100% of the land ownership involved in the petition.
- The Laurel Growth Policy designates the property as a ‘growth area’ of the city.
- The current use of the property is vacant.
- The requested zone City Laurel Multi-Family (RMF) provides for a variety of uses and is consistent with the requirements of R-08-22 that lands embraced by the city be assigned R-7500 or greater.
- The subject property currently is presumed to be zoned County Residential Tracts or is un-zoned Yellowstone County.
- Part 46 annexation requires that the land use designation be ‘consistent with the prevailing use of the property, consistent with the prevailing County Zoning Assignment, and/or consistent with the current growth policy’.
- In addition to the extension of urban scale services the City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments
- The initial zoning must be considered under City Resolution R-08-22 (Annexation), the Laurel Municipal Code Title 17 (Zoning).
- The question of annexation and initial zoning must be heard by the Laurel – Yellowstone City County Planning Board and Zoning Commission.
- Is the requested annexation and initial zoning in the best interest of the City and Citizens of the City of Laurel.
- The property is situated such that street rights-of-way will need to be dedicated to the City on the northern and southern property lines. The dedication of the northern segment will need to be coordinated with the developer of that tract.

Findings:

- ✓ The subject property is adjacent to the City of Laurel.
- ✓ The City Council is not required to submit the question of annexation to the qualified electors of the area to be annexed as the petition is signed by 100% of the owners.
- ✓ The city may annex the property as 100% of the ownership of same has petitioned the city for annexation.
- ✓ The driver for the annexation request is the desire of Mr. Hull to construct a Residential a Multi-Family complex on the property. The only way the development plan works is to extend the City water and sewer systems to the proposed development.
- ✓ The subject property was included as ‘future growth area’ in the Growth Policy adopted by the City of Laurel. Additionally, the property has been identified on the Laurel Future Land Use Map portion of the Growth Policy as Multi-Family. As such, the requested zoning is consistent with the Laurel Growth Policy.
- ✓ The proposed assignment of RMF meets all the statutory requirements of Part 46 annexation and zoning assignment.
- ✓ The Laurel RMF Zone is listed along with other Residential land use assignments and is therefore determined to be a “greater than” R-7500 classification.
- ✓ The extension of city services will be at the owner’s expense (R-08-22) and in accordance with the Annexation Agreement as approved by the City Council. .

- ✓ The City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments. These options and the exactions of infrastructure are most beneficial to the Owner, the City of Laurel, and all surrounding properties in conjunction with the proposed development of the property in the future.
- ✓ The city has the ability to provide services to the property both existing and proposed.

12 Point Test for Zoning:

- I. Is the zoning in accordance with the growth policy;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies all of the property proposed for annexation as Multi-Family.
 - Resolution R-08-22 requires zoning assignment at annexation at R-7500 or greater.
 - The Residential Multi-Family Zone meets the definition as ‘greater than’ R-7500.

Finding:

The requested zoning is in accordance with the Growth Policy.

- II. Is the zoning designed to lessen congestion in the streets;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The proposed zoning along with the annexation agreement will allow development of the property consistent with surrounding uses of property.
 - Proposed development that would potentially impact roads and streets would require a traffic impact analysis and associated improvements.

Finding:

The requested zoning will not have a material impact on congestion in the streets.

- III. Is the zoning designed to secure safety from fire, panic, and other dangers;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Multi-Family.
 - Multi-Family development must be constructed in accordance with the prevailing International Code Council standards.
 - Adequate public infrastructure exists or can be readily extended/expanded to serve the development at RMF densities.

Finding:

The requested zoning will not have an adverse impact on safety from fire, panic, or other dangers.

- IV. Is the zoning designed to promote health and the general welfare;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Multi-Family as a future land use.
 - The connection of the facilities and properties at the time of development to the Laurel municipal water and wastewater systems will have positive impacts to public health and general welfare.

Finding:

The requested zoning will promote the public health and the general welfare.

- V. Is the zoning designed to provide adequate light and air;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The proposed RMF, provides restrictions on structure height, setbacks, lot coverage. These standards exist to provide open spaces and adequate light and air.
 - The existing development has more than adequate separation from surrounding uses.

Finding

The requested zoning will provide adequate light and air.

- VI. Is the zoning designed to prevent the overcrowding of land;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.

Finding:

The proposed zoning will prevent the overcrowding of land.

- VII. Is the zoning designed to avoid undue concentration of population;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.
 - The subject property is large enough to provide adequate separation from surrounding uses.

Finding:

The proposed zoning will prevent the undue concentration of population.

- VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- The requested zoning, without some overlay or modification, will not necessitate the installation of new or additional infrastructure.
 - It is anticipated that a significant portion of the property being annexed will be further developed. It is at that point the additional infrastructure as well as capacities will be evaluated.
 - Some of the public duties, such as police, will shift from Yellowstone County to the City of Laurel but the net effect is minimal.

Finding:

The requested zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. Additionally, as the uses of the property change and the intensity of development changes, the city will be able to plan for and be prepared for the anticipated increased demands on their public systems.

- IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;
- The requested zoning is consistent with the Growth Policy.
 - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
 - The water and sewer infrastructure proposed with the annexation is adequate for the intended use of the property.

Finding:

The requested zoning is consistent with surrounding uses, the Growth Policy and provides for opportunities for additional development with suitable uses.

- X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;
- The requested zoning is consistent with the Growth Policy.
 - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
 - The water and sewer infrastructure proposed with the annexation is adequate for development of the property that is consistent with the requested RMF zoning.

Finding:

The requested zoning is in keeping with the character of the development in the area. It also provides for opportunities for additional development with suitable uses.

- XI. Will the zoning conserve the value of buildings;
- The extension and availability of public water and sewer resultant from annexation and initial zoning will add value to buildings as the proposed use is substantially similar to or complementary to surrounding buildings and uses.
 - The requested zoning is consistent with the Growth Policy.
 - The proposed zoning is a logical transition/replacement of County for City, it is not anticipated that there would be any adverse effect on the value of surrounding buildings or lands.

Finding:

The value of existing buildings both on and adjacent to the requested zone will either be enhanced or not effected by the proposed zoning.

- XII. Will the zoning encourage the most appropriate use of land throughout the municipality?
- The requested zoning is consistent with the Growth Policy.
 - The requested zoning is consistent with the prevailing land uses and zoning surrounding the property.
 - A healthy mix of land uses encourages growth and development in the community as a whole. The addition of RMF at this location will benefit not only the housing in Laurel but the need for support and other essential services.

Finding:

The requested zoning provides for the most appropriate use of land in the municipality. It also provides for a significant amount of flexibility for a mixture of uses as contemplated by the District Regulations.

Conclusion:

The petition for annexation into the City of Laurel with the initial zoning assignment of Laurel Multi-Family (RMF) appears to be consistent with the requirements of Part 46 Annexation and City Council Resolution R-08-22. Additionally, the annexation, extension of services, and initial zoning assignment in the best interest of both the City of Laurel and the Mr. Hull.

RECOMMENDATION

The Laurel – Yellowstone City County Planning Board recommend that the Laurel City Council adopt the Findings of Fact outlined in this Recommendation and approve the Annexation and Initial Zoning requested by Mr. Hall subject to the following:

- That an Amended Plat or Certificate of Survey suitable for filing with Yellowstone County that describes the tract of land to be Annexed is submitted by the Developer.
- That an Annexation Agreement is submitted for acceptance by the City Council.

Ronald and Marie Waller
720 West 2nd Street
Laurel, Mt 59044

RYKER RENTALS LLC
412 WEST 12TH STREET
LAUREL, MT 59044

THOMAS AND CLAUDIA STANTON
45 N. FOUR COURNERS RD
BRUSSETT, MT 59318

AUGUST LAHMAN
107 8TH AVE
LAUREL, MT 59044

SBC RENTALS
P.O. BOX 387
WILLSALL, MT 59086

JERALD ALLEN
19 8TH AVE
LAUREL, MT 59044

TOWN AND COUNTRY SUPPLY
P.O. BOX 367
LAUREL, MT 59044

PETER AND DORIS KRENELKA
827 W. MAIN STREET
LAUREL, MT 59044

MICHAEL HERMAN
405 WEST 14TH STREET
LAUREL, MT 59044

WARREN & MARCHETA BECKER
P.O. BOX 579
LAUREL, MT 59044

FLOYD THOMPSON
852 W 14TH STREET
LAUREL, MT 59044

LEE VAUGHAN
836 W. 4TH STREET
LAUREL, MT 59044

DENNIS AND TAMERA STORCK
826 W 4TH STREET
LAUREL, MT 59044

LAUREL DEPOT LLP
4799 ECHO DRIVE
HELENA, MT 59602

MAURICE AND SUSAN KAISER
1318 MEADOW CIR.
LAUREL, MT 59044

BOLLE FAMILY TRUST
913 3RD AVE
LAUREL, MT 59044

CHENNARC INC.
915 LONGHORN CT.
HARDIN, MT 59034

GREG LAUREL ENTERPISE GROUP
2930 OLD HIGHWAY 10 W.
LAUREL, MT 59044

KEATON MCGEE
102 8TH AVE.
LAUREL, MT 59044

LAUREL PROPERTIES LLC
P.O. BOX 1162
LAUREL, MT 59044

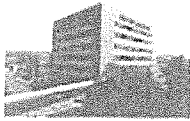
PEGGY WILLIAMS
102 8TH AVE. APT D
LAUREL, MT 59044

RICCI AND DIANNA FRANCIS
102 8TH AVE. APT. C
LAUREL, MT 59044

MONNA RAE ADICKES
102 8TH AVE APT B
LAUREL, MT 59044

TERRY AND DAWN POWLES LAND
102 8TH AVE. APT D
LAUREL, MT 59044

CITY OF LAUREL
P.O BOX 10
LAUREL, MT 59044



Yellowstone County, Montana

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 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: D02616

Primary Party

Primary Owner Name: HULL, LANCE [Ownership History](#)

2021 Mailing Address: HULL, LANCE
1009 DAVIS CIR
LAUREL, MT 59044-3647

Property Address:

Township: 02 S Range: 24 E Section: 08
Certificate of Survey: 1642 AMD Parcel: A1
Full Legal: S08, T02 S, R24 E, C.O.S. 1642 AMD, PARCEL A1, AMND LESS
HERMAN ADD
GeoCode: 03-0821-08-4-05-16-0000

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

Property Assessment Information

Levy District: LAUREL OUTSIDE W/PLANNING

2021 Assessed Value Summary

Assessed Land Value = \$ 59,755.00
Assessed Building(s) Value = \$ 0.00
Total Assessed Value = \$ 59,755.00

Assessed Value Detail Tax Year: 2021

Class Code	Amount
2101 - Tract Land	\$ 59,755.00
Total	\$ 59,755.00

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
<u>2000</u>	205.35 P	205.33 P	410.68
<u>2001</u>	205.88 P	205.88 P	411.76
<u>2002</u>	207.67 P	207.65 P	415.32
<u>2003</u>	221.64 P	221.62 P	443.26
<u>2004</u>	106.90 P	106.89 P	213.79

Yellowstone County Property Tax Information

<u>2005</u>	118.24 P	118.24 P	236.48
<u>2006</u>	122.30 P	122.28 P	244.58
<u>2007</u>	121.88 P	121.86 P	243.74
<u>2008</u>	116.22 P	116.20 P	232.42
<u>2009</u>	139.58 P	139.58 P	279.16
<u>2010</u>	0.00	50.00 P	50.00
<u>2010</u>	162.06 P	162.06 P	324.12
<u>2011</u>	169.50 P	169.47 P	338.97
<u>2012</u>	182.71 P	182.69 P	365.40
<u>2013</u>	50.00 P	0.00	50.00
<u>2013</u>	184.08 P	184.06 P	368.14
<u>2014</u>	183.82 P	183.80 P	367.62
<u>2015</u>	147.27 P	147.26 P	294.53
<u>2016</u>	149.70 P	149.69 P	299.39
<u>2017</u>	50.00 P	0.00	50.00
<u>2017</u>	181.55 P	181.54 P	363.09
<u>2018</u>	200.33 P	200.31 P	400.64
<u>2019</u>	184.82 P	184.80 P	369.62
<u>2020</u>	192.48 P	192.47 P	384.95

(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 - Brad Molnar (R)	High: LAUREL
House: 55 - Vince Ricci (R)	Middle: LAUREL
Ward: Outside City Limits	Elem: LAUREL

Precinct: 55.3

Zoning: R200-Residential Tracts

[Click Here to view Billings](#)

[Regulations](#)

[Click Here to view Laurel](#)

[Regulations](#)

[Click Here to view Broadview](#)

[Regulations](#)

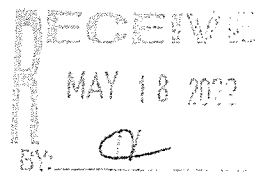
[Click Here to view Yellowstone](#)

[County Regulations](#)

[School District Trustee Links](#)

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

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



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

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.
2. Applicant landowner's name: Lance Hull
Address: 1009 Davis Circle Laurel, MT 59044
Phone: 406-208-5920
3. Parcel to be annexed: (If it is not surveyed or of public record, it must be of public record PRIOR to applying for annexation.)
Legal description: S08, T02, R24E, C.O.S.1642 AMD, Parcel A1 AMD LESS HERMAN ADD
Lot size: 1 Acre
Present use: Vacant
Planned use: Multi Family Housing
Present zoning: R7500 Requesting RMF
(Land which is being annexed automatically becomes zoned R-7500 when it is officially annexed [City ordinance 17.12.220])
4. City services: The extension of needed city services shall be at the cost of the applicant after annexation by the city has been approved. As part of the application process, each of the following city services must be addressed with an explanation:

Water Service:

Location of existing main: NW Corner of 8th Ave + 1st ST W
Cost of extension of approved service: \$20,000
How cost determined: Rough Estimate from G+T Plumbing
Timeframe for installation: 3 Weeks

Sewer Service:

Location of existing main: NW Corner of 8th Ave + 1st ST W
Cost of extension of approved service: \$11,500
How cost determined: Rough Estimate from G+T Plumbing

Timeframe for installation: 3 weeks
How financed: Construction Loan

Streets:

Is there any adjoining County ROW to the proposed annexation: No
Location of existing paved access: 9th Ave + 1st St W
Cost of paving: \$104,000
How cost determined: \$400/linear foot
Timeframe for construction: 18 Months

Other required improvements: Provide above information on attached pages.

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

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

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

RECEIVED
MAY 18 2022
BY: CL

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

1. Only parcels of land adjacent to the City of Laurel municipal limits will be considered for annexation. "Adjacent to" also includes being across a public right of way. If the parcel to be annexed is smaller than one city block in size (2.06 acres), the city council must approve consideration of the request; the applicant must make a separate written request to the city council stating their wish to annex a parcel of land less than one city block in. Once the council approves the request, the applicant can apply for annexation.
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Location of existing main: NW Corner of 8th Ave + 15th ST W
Cost of extension of approved service: \$20,000
How cost determined: Rough Estimate from G+T Plumbing
Timeframe for installation: 3 Weeks

Sewer Service:

Location of existing main: NW Corner of 8th Ave + 15th ST W
Cost of extension of approved service: \$11,500
How cost determined: Rough Estimate from B+T Plumbing

Timeframe for installation: 3 weeks
How financed: Construction Loan

Streets:

Is there any adjoining County ROW to the proposed annexation: No
Location of existing paved access: 3rd Ave + 13th St W
Cost of paving: \$104,000
How cost determined: \$400/linear foot
Timeframe for construction: 18 Months

Other required improvements: Provide above information on attached pages.

5. A map suitable for review of this application of the proposed area to be annexed must be submitted with this application.
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8. A **non-refundable** application fee of \$300 + \$25.00 per acre (80 acres or less); \$300 + \$35.00 per acres (81 acres or more) must accompany the submission of this application.

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

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

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

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

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

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

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

LEGAL DESCRIPTION OF THE PROPERTY:

"S08, T02, R24E, C.O.S. 1642 AMD, Parcel A1, AMND"

DATED this 3 day of May, 2022.

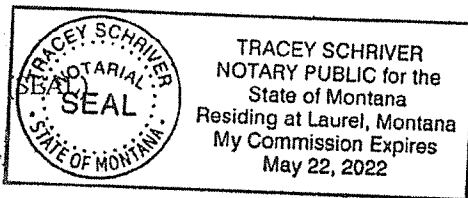
[Signature]

Grantee Name
(Company..)

STATE OF Montana)
County of Yellowstone) ss.

On this 3 day of May, 2022, personally appeared before me, Lance Hull proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to this instrument, and acknowledged the he/she/they executed the same.

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



[Signature]
Notary Public for the State of Montana
Residing at: Laurel MT
My Commission Expires: 5-22-2022



MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, JUNE 15, 2022
5:35 PM
CITY COUNCIL CHAMBERS

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

1. Roll Call

The Chair called the meeting to order at: 5:50pm

Present:

Jon Klasna
Roger Giese
Evan Bruce
Dan Koch
Judy Goldsby
Kurt Markegard, Forrest Sanderson (City of Laurel)

Absent:

Gavin Williams
Ron Benner

Others

Scott Hooper
Gage Hull
Richard Herr

General Items

2. Meeting Minutes: May 18th, 2022

Dan moved to accept the minutes of the May 18th, 2022, planning board meeting and Jon seconded the motion. All members voted aye.

New Business

3. Sign Permit Review; On Target Outdoors

Judy presented the application for sign permit and stated that all appeared to conform to the regulations. Evan questioned if there were signs on the building for the front and back. Judy answered that there were signs on both sides of the building.

John asked if there was going to be exterior lighting on the signs and the applicant answered that there would be exterior lights on the building illuminating the signs.

Evan moved to approve the On Target sign application and John seconded the motion. All members voted to approve the sign permit.

4. Beehive Minor Subdivision- lift agriculture restrictions

Judy introduced the subdivision application to the planning board and the lifting of the agriculture restrictions. Forrest informed the board that they should approve the subdivision with the five conditions as noted in the staff report. Forrest gave the background information on the property and the building of the storage units. Forrest told the board that the preliminary plat approve does not need a public hearing as it is the first minor subdivision of land. Forrest stated that as a first minor subdivision, park land dedication is also not required. Forrest asked for questions of the board. John asked Forrest how the storage units got built being on agricultural restrictions land. Forrest gave the board an explanation of how the property was identified as being in violation of the agriculture restrictions. A certificate of survey was submitted for an exempt boundary location and Forrest and Kurt identified the property as being agriculture restricted and the property was in violation of the agriculture restrictions. The applicant's agent Performance Engineering was informed, and they property owner is now going through the legal process to fix the issue. Forrest asked the board not to hold the violation against the property owner and to proceed with subdivision process.

Dan asked about fire protection and Forrest asked Taylor from Performance to answer that question.

Evan asked about affordable housing needs. Forrest indicated that the building of storage units is in alignment with affordable housing and the need to have storage units is needed to help affordable housing have locations to store items that will not fit at affordable housing locations.

Evan asked if it is in the flood plain and Forrest said it is not. Evan asked if the geotechnical plan been done. Forrest did not know if a geotechnical report had been completed before they built the storage units.

Taylor with Performance Engineering that lives at 608 North 29th Street in Billings Mt. Taylor gave a description of the property and their efforts to correct the violation. They DEQ has been contacted and they have gotten approval to move forward. The fire tank is not need as they are less than a three-lot subdivision and that is not needed for this subdivision.

Evan asked about the life span of the buildings. Taylor said 40 to 50 years if not longer.

Roger asked about the marijuana facility and Taylor said that the business in not on the subject property. In the future if they move the common boundary line that business's current lease would expire.

Judy asked if there was any further discussion and if not, she would accept a motion for approval. Roger moved to accept the preliminary plat of Beehive Subdivision and Jon seconded it. All board member voted to approve the motion.

5. Public Hearing for Lance Hull annexation and zoning of Laurel Residential Multiple Family (RMF).

Judy read the introduction of the application for annexation. Forrest gave the board the background information on the land and read the staff report and the annexation process. The annexation must be in the best interests of the city and must meet the standards for public infrastructure. The findings of facts meet or exceeds the standards of annexation. An annexation agreement needs to be drafted. The subject property is vacant, and the zoning needs to be R7500 of greater. The property is identified in the Laurel growth policy as a area of growth. The annexation must meet the twelve points test for initial zoning. The recommendation from staff does meet the twelve-point test and staff recommends the initial zoning of RMF. The annexation agreement must be approved by the city council at a future meeting.

Forrest asked that the only objection to the annexation be read into the record. Judy read into the record the email that Kurt received from Monna Rae Adickes, 102 8th Ave Unit B, Laurel MT 59044. That email is attached to these minutes.

Forrest answered some of the concerns of the letter from Ms Adickes. The property will be RMF and anything available in that zoning would be allowed. The property use is not what is to be discussed this evening and anything is possible in the RMF regulations.

Forrest also addressed the floodplain issue and the property itself is not in the floodplain.

Jon asked Forrest for clarification on the property location. Forrest indicated the location and Kurt pulled it up on the tv screens to help identify the location.

Evan asked about the area around the property and the street locations. Kurt informed the board that the utilities have been stubbed to the west of 8th avenue.

Gage Hull spoke for his father and informed the board of his knowledge of the plans for the project and annexation.

Judy opened the public hearing and asked for proponents three times. Judy asked for opponents three times. Seeing no further discussion, Judy closed the public hearing.

Judy asked for a motion to send the annexation and initial zoning of RMF to the Laurel City Council. Evan made the motion and Jon seconded it. All board member voted to send it to the City Council as a recommendation for approval.

Old business

There was none.

Announcements

Kurt informed the board about vacancies on the board.

Kurt gave an update on the planner vacancy

Kurt also gave an update the building official vacancy.

Kurt and Forrest also gave the board the attempt to change state law to allow more living units on residential property that are meant for single family homes.

6. Next Meeting: July 20th, 2022

7. Motion to Adjourn

Dan made a motion to adjourn the meeting and Jon seconded it. The vote to adjourn was unanimously approve. The meeting was adjourned at 7:00 pm.

From: monna.rae.adickes@gmail.com
To: Kurt Markegard
Subject: Lance Hull Annexation
Date: Sunday, June 12, 2022 2:53:15 PM

To Mr. Kurt Markegard, Director of Public Works and the Laurel Planning Board and Zoning Commission,

I am against the Annexation of this parcel of land to the City of Laurel.

I am in favor of the City of Laurel growing in manner in which serves the good of all Laurel residents.

For:

Laurel is growing and there is demand for affordable housing.

There is a high demand for entry level townhouses designated for the Senior population.

Against:

Developing land in a designated FEMA Flood Plain.

High-Density Housing: potential high crime and no place for the children to play.

Currently there are too many road approaches in such a short distance on 8th Ave, especially taking into consideration the traffic off of Old Highway 10

Questions that I have:

- Will 1st Street be the only access point to this project?
- Will there be a connection from 2nd Street also?
- Who will be responsible for the cost to extend 1st Street and all the infrastructure?
- **This area is in a FEMA Flood Zone.**
- What drainage has been considered for this parcel?
- What is the City's solution or proposal to eliminate the FEMA Flood Zone Classification from this area?
- How many units will be built on this 1-acre parcel?
- What type of housing will it be? Townhouses, condos, or mobile homes?
- Will the units be rentals, or will they be sold to individuals?
- If approved what will the zoning be?
- How will High Density zoning effect the value of neighboring properties?

Please place my name of record as being **AGAINST** the annexation of this parcel.

Monna Rae Adickes
102 8th Ave Unit B
Laurel MT 59044
406-860-4284

STAFF REPORT
LANCE HULL
Annexation and Initial Zoning

Applicant:

Lance Hull
1009 Davis Circle
Laurel MT 59044

The Mr. Hull represents 100% of the land ownership. Annexation pursuant to §7-2-4601 et. seq. MCA. (Annexation by Petition).

Request:

Mr. Hull, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 1.0 acres of property adjacent to the City of Laurel with an initial Zoning Designation of Laurel Multi-Family (RMF) for concurrent review.

The subject property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1, Less Herman Addition. An annexation Exhibit, which is incorporated into this report by reference, has been submitted in support of the Petition and Requested Initial Zoning.

Process:

The annexation petition and requested initial zoning has been scheduled for consideration and a public hearing by the Laurel – Yellowstone City County Planning Board and Zoning Commission for 5:35 p.m. on Wednesday, June 15, 2022. Though not yet scheduled the matter could be considered by the Laurel City Council at a Work Session on July 5 and taken up as an action item on July 12, 2022.

Analysis of the Request

- The Mr. Hull represents 100% of the land ownership involved in the petition.
- The Laurel Growth Policy designates the property as a ‘growth area’ of the city.
- The current use of the property is vacant.
- The requested zone City Laurel Multi-Family (RMF) provides for a variety of uses and is consistent with the requirements of R-08-22 that lands embraced by the city be assigned R-7500 or greater.
- The subject property currently is presumed to be zoned County Residential Tracts or is un-zoned Yellowstone County.
- Part 46 annexation requires that the land use designation be ‘consistent with the prevailing use of the property, consistent with the prevailing County Zoning Assignment, and/or consistent with the current growth policy’.

- In addition to the extension of urban scale services the City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments
- The initial zoning must be considered under City Resolution R-08-22 (Annexation), the Laurel Municipal Code Title 17 (Zoning).
- The question of annexation and initial zoning must be heard by the Laurel – Yellowstone City County Planning Board and Zoning Commission.
- Is the requested annexation and initial zoning in the best interest of the City and Citizens of the City of Laurel.
- The property is situated such that street rights-of-way will need to be dedicated to the City on the northern and southern property lines. The dedication of the northern segment will need to be coordinated with the developer of that tract.

Findings:

- ✓ The subject property is adjacent to the City of Laurel.
- ✓ The City Council is not required to submit the question of annexation to the qualified electors of the area to be annexed as the petition is signed by 100% of the owners.
- ✓ The city may annex the property as 100% of the ownership of same has petitioned the city for annexation.
- ✓ The driver for the annexation request is the desire of Mr. Hull to construct a Residential a Multi-Family complex on the property. The only way the development plan works is to extend the City water and sewer systems to the proposed development.
- ✓ The subject property was included as ‘future growth area’ in the Growth Policy adopted by the City of Laurel. Additionally, the property has been identified on the Laurel Future Land Use Map portion of the Growth Policy as Multi-Family. As such, the requested zoning is consistent with the Laurel Growth Policy.
- ✓ The proposed assignment of RMF meets all the statutory requirements of Part 46 annexation and zoning assignment.
- ✓ The Laurel RMF Zone is listed along with other Residential land use assignments and is therefore determined to be a “greater than” R-7500 classification.
- ✓ The extension of city services will be at the owner’s expense (R-08-22) and in accordance with the Annexation Agreement as approved by the City Council. .
- ✓ The City Zoning provides options for development that are not available to rural properties. These options include but are not limited to Planned Unit Developments. These options and the exactions of infrastructure are most beneficial to the Owner, the City of Laurel, and all surrounding properties in conjunction with the proposed development of the property in the future.
- ✓ The city has the ability to provide services to the property both existing and proposed.

12 Point Test for Zoning:

- I. Is the zoning in accordance with the growth policy;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies all of the property proposed for annexation as Multi-Family.
 - Resolution R-08-22 requires zoning assignment at annexation at R-7500 or greater.
 - The Residential Multi-Family Zone meets the definition as 'greater than' R-7500.
- Finding:
The requested zoning is in accordance with the Growth Policy.
- II. Is the zoning designed to lessen congestion in the streets;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The proposed zoning along with the annexation agreement will allow development of the property consistent with surrounding uses of property.
 - Proposed development that would potentially impact roads and streets would require a traffic impact analysis and associated improvements.
- Finding:
The requested zoning will not have a material impact on congestion in the streets.
- III. Is the zoning designed to secure safety from fire, panic, and other dangers;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Multi-Family.
 - Multi-Family development must be constructed in accordance with the prevailing International Code Council standards.
 - Adequate public infrastructure exists or can be readily extended/expanded to serve the development at RMF densities.
- Finding:
The requested zoning will not have an adverse impact on safety from fire, panic, or other dangers.
- IV. Is the zoning designed to promote health and the general welfare;
- The proposed zoning is consistent with the prevailing County zoning on the property.
 - The Growth Policy identifies the property as Multi-Family as a future land use.
 - The connection of the facilities and properties at the time of development to the Laurel municipal water and wastewater systems will have positive impacts to public health and general welfare.
- Finding:
The requested zoning will promote the public health and the general welfare.
- V. Is the zoning designed to provide adequate light and air;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The proposed RMF, provides restrictions on structure height, setbacks, lot coverage. These standards exist to provide open spaces and adequate light and air.
 - The existing development has more than adequate separation from surrounding uses.
- Finding:
The requested zoning will provide adequate light and air.

- VI. Is the zoning designed to prevent the overcrowding of land;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.

Finding:

The proposed zoning will prevent the overcrowding of land.

- VII. Is the zoning designed to avoid undue concentration of population;
- The existing zoning imposes building setbacks, height limits, limits on the number of buildings on a single parcel, and reasonable area limits on new development.
 - The RMF proposal, has density and development controls that are designed to prevent the overcrowding of land.
 - The subject property is large enough to provide adequate separation from surrounding uses.

Finding:

The proposed zoning will prevent the undue concentration of population.

- VIII. Is the zoning designed to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements;
- The requested zoning, without some overlay or modification, will not necessitate the installation of new or additional infrastructure.
 - It is anticipated that a significant portion of the property being annexed will be further developed. It is at that point the additional infrastructure as well as capacities will be evaluated.
 - Some of the public duties, such as police, will shift from Yellowstone County to the City of Laurel but the net effect is minimal.

Finding:

The requested zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. Additionally, as the uses of the property change and the intensity of development changes, the city will be able to plan for and be prepared for the anticipated increased demands on their public systems.

- IX. Does the zoning give reasonable consideration to the character of the district and its peculiar suitability for particular uses;
- The requested zoning is consistent with the Growth Policy.
 - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.
 - The water and sewer infrastructure proposed with the annexation is adequate for the intended use of the property.

Finding:

The requested zoning is consistent with surrounding uses, the Growth Policy and provides for opportunities for additional development with suitable uses.

- X. Does the zoning give reasonable consideration to the peculiar suitability of the property for its particular uses;
- The requested zoning is consistent with the Growth Policy.
 - The property is compatible with surrounding development which is, for the most part, multi-family or commercial.

- The water and sewer infrastructure proposed with the annexation is adequate for development of the property that is consistent with the requested RMF zoning.

Finding:

The requested zoning is in keeping with the character of the development in the area. It also provides for opportunities for additional development with suitable uses.

XI. Will the zoning conserve the value of buildings;

- The extension and availability of public water and sewer resultant from annexation and initial zoning will add value to buildings as the proposed use is substantially similar to or complementary to surrounding buildings and uses.
- The requested zoning is consistent with the Growth Policy.
- The proposed zoning is a logical transition/replacement of County for City, it is not anticipated that there would be any adverse effect on the value of surrounding buildings or lands.

Finding:

The value of existing buildings both on and adjacent to the requested zone will either be enhanced or not effected by the proposed zoning.

XII. Will the zoning encourage the most appropriate use of land throughout the municipality?

- The requested zoning is consistent with the Growth Policy.
- The requested zoning is consistent with the prevailing land uses and zoning surrounding the property.
- A healthy mix of land uses encourages growth and development in the community as a whole. The addition of RMF at this location will benefit not only the housing in Laurel but the need for support and other essential services.

Finding:

The requested zoning provides for the most appropriate use of land in the municipality. It also provides for a significant amount of flexibility for a mixture of uses as contemplated by the District Regulations.

Conclusion:

The petition for annexation into the City of Laurel with the initial zoning assignment of Laurel Multi-Family (RMF) appears to be consistent with the requirements of Part 46 Annexation and City Council Resolution R-08-22. Additionally, the annexation, extension of services, and initial zoning assignment in the best interest of both the City of Laurel and the Mr. Hull.

PUBLIC HEARING NOTICE

Lance Hull Annexation:

The Laurel City Council will conduct a public hearing at 5:35 p.m., or as soon as practicable thereafter, on Tuesday, August 9, 2022, in the City Council Chambers of Laurel City Hall (115 West 1st Street, Laurel Montana) on a request submitted by Lance Hull. Mr. Hull, representing 100% of the ownership of lands involved, has Petitioned the City of Laurel for Annexation of approximately 1.0 acre of property adjacent to the City of Laurel with an initial Zoning Designation of Laurel Residential Multi-Family (RMF) for concurrent review.

The subject property is generally described as that portion of Section 8, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, on Certificate of Survey No. 1642 amended Parcel A1 Less Herman Addition. An annexation Exhibit has been submitted in support of the Petition and Requested Initial Zoning. All documents related to this petition/request are available for inspection in the Office of the Laurel Planner, 115 West 1st Street, during regular business hours.

The City Council will consider the recommendation of the Planning Board and Zoning Commission in addition to requirements of City Resolution R-08-22 (City Annexation Policy), the processes and considerations afforded under 7-2-4601 et. seq. MCA (Annexation by Petition) and 76-2-301 et. seq. MCA (Municipal Zoning), the benefits to the City of Laurel, and the appropriateness of the requested initial Zoning Designation. In particular the City Council must consider the current Laurel Growth Policy, the prevailing use of the subject property, and existing County Zoning, if any. Following the Public Hearing, the City Council may make a decision regarding the Petition for Annexation as well as the Requested Initial Zoning Designation.

Questions concerning this request should be directed to Kurt Markegard, Director of Public Works by phone (406) 628-4796 or electronically at kmarkegard@laurel.mt.gov. Written/e-mailed comments will be accepted until 5:00 p.m. MST on Tuesday, August 2, 2022 and can be submitted in person, by mail or electronically to the following addresses:

Laurel Public Works Department
Attn. Kurt Markegard (Lance Hull Annexation)
115 West 1st Street
Laurel MT 59044

E-mail:

kmarkegard@laurel.mt.gov Be sure to include "Lance Hull Annexation" in the Subject Line!

The City of Laurel is committed to open and transparent government and associated public decision-making processes. Public comment is encouraged.

Publish July 22, 2022 and July 29, 2022.

File Attachments for Item:

2. Planning: Resolution - A Resolution Of The City Council Approving The Expedited Subdivision Application For The Mclelland Subdivision.

RESOLUTION NO. R25-_____

**A RESOLUTION OF THE CITY COUNCIL APPROVING THE EXPEDITED
SUBDIVISION APPLICATION FOR THE MCLELLAND SUBDIVISION.**

WHEREAS, applicant Leonard McLelland (hereinafter “the applicant”) submitted to the City of Laurel a request for an expedited subdivision approval;

WHEREAS, the proposed 2 lot subdivision is located on East Maryland Lane and Alder Avenue, with an address for the existing house of 708 East Maryland Lane;

WHEREAS, the legal description is Tract B1-A1 of Amended Tract B1-A of COS 2385 and consists of 2.094 acres (hereinafter “the subdivision”);

WHEREAS, the subdivision is located within the Laurel-Yellowstone County Planning Jurisdiction and the City of Laurel City limits;

WHEREAS, the subdivision qualifies for expedited review under the Laurel subdivision regulations consistent with the Laurel Growth Policy;

WHEREAS, the applicant has provided all of the supporting subdivision elements as per Appendix H of the Laurel-Yellowstone County Subdivision Regulations, and the documents provided by the applicant were deemed sufficient by the City of Laurel Planning Department and reviewed by the City’s contracted Planner;

WHEREAS, Section 16.03.110 Part F of the Laurel Municipal Code provides as follows:

Governing Body Action. At a regularly scheduled meeting, the AGB shall consider the following information in deciding whether to approve or deny a final plat:

1. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety (MCA§ 76-3-608 {3}(a));
2. Consistency with the adopted Growth Policy and Bike/Ped Plan; and
3. These subdivision regulations.
4. The governing body shall give due weight and consideration to the subdivider's expressed preferences (MCA§ 76-3-608(5)(b)). The governing body may not deny approval of a subdivision based solely on the subdivision's

impacts on educational services (MCA§ 76-3-608(1)), or based solely on compliance with the Growth Policy (MCA §76-3-605{2}(b)).

5. In the event the governing body denies the final plat, it shall send a letter to the subdivider stating the reasons for the denial along with written findings of fact (MCA§ 76-3-608(4)).

6. After all required signatures have been obtained, the plat shall be recorded with the county clerk and recorder within twelve (12) months of the date of approval.

WHEREAS, City Staff recommends that the Laurel City Council approve the expedited subdivision to be known as McLelland Subdivision and further recommends that the applicant has 12 months to receive all signatures required for the subdivision plat, SIA, and supporting documents to be recorded with the County Clerk and Recorder; and

WHEREAS, the Laurel City Council considered all factors under the Laurel Municipal Code and all governing Subdivision regulations and finds as follows:

Agriculture Impacts.

a. There are no agriculture impacts as this subdivision is within the City of Laurel and zoned as a residential use.

Agricultural water user facilities Impacts.

- a. No water rights have been conferred to the subdivider or future owners of the lots within the subdivision.
- b. Existing irrigation and other related water user facilities shall not be changed or modified from their current use.

Local Services Impacts.

- a. Fire Service will be provided by the Laurel Volunteer Fire Department (Laurel Fire District).
- b. Law Enforcement shall be provided by the Laurel Police Department.
- c. The property is within the Laurel School District.
- d. The proposed roadways and improvements for existing roadways within and adjacent to the proposed Subdivision will not create a burden for roadway maintenance.

Natural Environment Impacts.

- a. The area of the proposed subdivision exists for residential use already.

b. The applicant has prepared the subdivision design to adequately protect water quality and will not be installing septic systems but will connect to city water and sewer services.

Wildlife and Wildlife Habitat Impacts.

- a. The proposed Subdivision contains no known protected species or those with special status.
- b. The subdivision is located within the Laurel City Limits.

Public health & Safety Impacts.

- a. The water and wastewater system connections will have to be approved by the Public Works Director
- b. The subdivision has been designed to ensure no impact arises for the subdivision or surrounding property regarding water and/or wastewater.

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

1. The applicant’s request for expedited subdivision approval for the proposed 2 lot subdivision located on East Maryland Lane and Alder Avenue, with an address for the existing house of 708 East Maryland Lane, and a legal description of Tract B1-A1 of Amended Tract B1-A of COS 2385 and consisting of 2.094 acres, is hereby approved.
2. The applicant has 12 months to receive all signatures required for the subdivision plat, SIA, and supporting documents to be recorded with the County Clerk and Recorder.
3. After all required signatures have been obtained, the plat shall be recorded with the county clerk and recorder within twelve (12) months of the date of approval.

Introduced at a regular meeting of the City Council on the ____ day of _____, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the ____ day of _____, 2025.

APPROVED by the Mayor the ____ day of _____, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney



LAUREL CITY-COUNTY PLANNING DEPARTMENT

Staff Review and Recommendation for approval McLelland Subdivision

TO: Laurel City Council
FROM: Kurt Markegard *K.M.*
Forrest Sanderson *F.S.*
RE: Expedited 2-Lot subdivision
DATE: March 13, 2025

DESCRIPTION OF REQUEST

An expedited 2-lot minor subdivision application and a document packet was submitted by Sanbell on behalf of Leonard McLelland. The proposed 2 lot subdivision is located on East Maryland Lane and Alder Avenue with an address for the existing house of 708 East Maryland Lane. The legal description is Tract B1-A1 of Amended Tract B1-A of COS 2385 and consists of 2.094 acres. The subdivision is located within the Laurel-Yellowstone City-County Planning Jurisdiction and the City of Laurel City Limits. The subdivision qualifies for expedited review under the Laurel subdivision regulations and is constant with the Laurel Growth Policy.

The applicant has provided all the supporting subdivision elements as per Appendix H of the Laurel-Yellowstone County Subdivision Regulations. The documents provided by the applicant were deemed sufficient by the planning office and reviewed by the City's contracted planner.

Owner: Leonard McLelland
Legal Description: Tract B1-A1 of amended Tract B1-A of COS 2385
Subdivision size: 2.09 Acres
Existing Land Use: Residential Limited Multi- Family
Proposed Land Use: Residential Limited Multi-Family

BACKGROUND AND PROCEDURAL HISTORY

- Subdivision Pre-application meeting on December 12, 2024
- Subdivision Application completed on January 28, 2025
- All submitted information was forwarded to County Departments on February 7, 2025
- Comments received back from County Departments on March 11, 2025
- City Council Workshop on 17, 2025
- City Council Meeting Consideration on March 25, 2025

STAFF FINDINGS

1. The Owner's representatives have submitted an Expedited Subdivision Application and supporting documents.
2. The Application was found to contain all the necessary elements.
3. The Application and its supporting documentation were routed to all city and county departments
4. The expedited subdivision application contains
 - a. The plat of McLelland Subdivision with two lots
 - b. Subdivision Improvement Agreement
 - c. Subdivision Guarantee
 - d. DEQ Municipal Facilities Exclusion
 - e. Declaration of Reciprocal Private Access
 - f. Waiver of Right to Protest
 - g. Vacation of Easement for water line
 - h. Existing COS.
5. Agriculture Impacts.
 - a. There are no agriculture impacts as this subdivision is within the City of Laurel and zoned as a residential use.
6. Agricultural water user facilities Impacts.
 - a. No water rights have been conferred to the subdivider or future owners of the lots within the subdivision.
 - b. Existing irrigation and other related water user facilities shall not be changed or modified from their current use.
7. Local Services Impacts.
 - a. Fire Service will be provided by the Laurel Volunteer Fire Department (Laurel Fire District).
 - b. Law Enforcement shall be provided by the Laurel Police Department.
 - c. The property is within the Laurel School District.
 - d. The proposed roadways and improvements for existing roadways within and adjacent to the proposed Subdivision will not create a burden for roadway maintenance.
8. Natural Environment Impacts
 - a. The area of the proposed subdivision exists for residential use already.
 - b. The applicant has prepared the subdivision design to adequately protect water quality and will not be installing septic systems but will connect to city water and sewer services.
9. Wildlife and Wildlife Habitat Impacts
 - a. The proposed Subdivision contains no known protected species or those with special status.
 - b. The subdivision is located within the Laurel City Limits.

10. Public health & Safety Impacts

- a. The water and wastewater system connections will have to be approved by the Public Works Director
- b. The subdivision has been designed to ensure no impact arises for the subdivision or surrounding property regarding water and/or wastewater.

GOVERNING BODY REVIEW CRITERIA

LMC 16.03.110 Part F states:

Governing Body Action. At a regularly scheduled meeting, the AGB shall consider the following information in deciding whether to approve or deny a final plat:

1. The effect on agriculture, agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat, and public health and safety (MCA § 76-3-608 (3)(a));
2. Consistency with the adopted Growth Policy and Bike/Ped Plan; and
3. These subdivision regulations.
4. The governing body shall give due weight and consideration to the subdivider's expressed preferences (MCA § 76-3-608(5)(b)). The governing body may not deny approval of a subdivision based solely on the subdivision's impacts on educational services (MCA § 76-3-608(1)), or based solely on compliance with the Growth Policy (MCA § 76-3-605(2)(b)).
5. In the event the governing body denies the final plat, it shall send a letter to the subdivider stating the reasons for the denial along with written findings of fact (MCA § 76-3-608(4)).
6. After all required signatures have been obtained; the plat shall be recorded with the county clerk and recorder within twelve (12) months of the date of approval.

RECOMMENDATIONS

Staff recommends that the Laurel City Council approves the expedited subdivision to be known as McLelland Subdivision.

1. The applicant has 12 months to receive all signatures required for the subdivision plat, SIA, and supporting documents to be recorded with the County Clerk and Recorder.

ATTACHMENTS

1. Application Form for expedited review.
2. Redline Copy of Subdivision Plat
3. Comments from City and County departments
4. Subdivision Improvements Agreement
5. DEQ sanitation exclusion
6. Subdivision Guarantee
7. Copy of Amended tract of B1-A COS 2385
8. Vacation of Easement Document
9. Reciprocal Easement Document
10. Concept of Subdivision
11. Pre-application Form

APPENDIX H

Expedited Final Plat Application

1. **Name of subdivision:** McLelland Subdivision
2. **Tax ID #** 000D02629B
3. **Location:** 708 EAST MARYLAND LANE, LAUREL, MT 59044 (GEOCODE 03-0821-09-1-04-01-0000)
 - a. **Legal Description:** Tract B1-A1 of C.O.S. 2385 Amending Tract B1-A1/4 in the NE1/4 of S9-T2S-R24E-PMM
 - b. **General location:** The property is directly southwest of the intersection of East Maryland Lane and Alder Avenue -north of Laurel Middle School, east of Grace Bible Church, south of the St. John's Assisted Living Facility, and west of the new elementary school.

4. Name, Address & Telephone Number of Subdivider

- a. **Name:** Leonard C. McLelland
- b. **Address:** 708 EAST MARYLAND LANE, LAUREL, MT 59044
- c. **Telephone:** (406)855-1165

5. Name, Address & Telephone Number of Owner

- a. **Name:** Leonard C. McLelland
- b. **Address:** 708 EAST MARYLAND LANE, LAUREL, MT 59044
- c. **Telephone:** (406)855-1165

6. **Plat Data: Gross Area:** 2.094 AC **Net Area:** 2.094 AC **No. of Lots:** 2

7. List of materials submitted with final application

Required:

- a. Final Plat
- b. Subdivision Improvements Agreement and Waiver
- c. Title Report
- d. Red lined check print

Other: The check shows a new shared private access easement -both lots will access from the same existing approach off of E. Maryland Lane -a declaration of easement will be filed along with the plat. The check print also refers to a vacation of easement document; the owner is in the process of vacating the water service and private utility easement going across the westerly 25 feet of tract B1-A1 that is for the benefit of tract B1-A2 as shown on the check print. The owner of tract B1-A2, Steven W. Glantz, LLC, will be accessing the city of Laurel water and sewer from Alder Avenue instead of E. Maryland Lane. If this is finalized before the plat is ready it will also be included.

8. **Deed restrictions or covenants?** Yes _____ No X ; if yes, please attach copies.

9. Name, address & telephone of professional consultant(s)

Surveyor/engineer: Doug W. Pezoldt, PLS & Jesse R. Burns, PLS of SANBELL (Formerly Sanderson Stewart)

Address: 1300 NORTH TRANSTECH WAY, BILLINGS, MT 59102 (406)656-5255

Title 16 - SUBDIVISIONS
APPENDIX H

Attorney: N/A

Address:

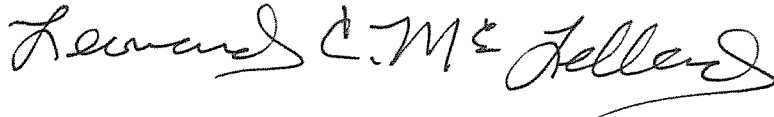
Other:

Address:

I declare that I am the owner of record and that all the statements and information contained in all exhibits transmitted herewith are true and correct. I hereby apply for approval of the final plat of:

Owner/Owners:

Leonard C. McLelland

A handwritten signature in black ink that reads "Leonard C. McLelland". The signature is written in a cursive style with a large, stylized initial "L".

Owners under Contract:

N/A

(Ord. 07-01 (part), 2007)

Return to:
Leonard C. McLelland
708 East Maryland Lane
Laurel, Montana 59044

NEED LEGAL DESC. OF
TRACTS - NOT
Sec 73/Range

VACATION

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned,

w.
STEVEN GLANTZ, LLC
7025 Lake Shore Drive
Billings, Montana 59106

Does hereby vacate, remise, and release unto

LEONARD C. McLELLAND
708 East Maryland Lane
Laurel, Montana 59044

All of the right title, interest, claim and demand to the following real property situated in the NE1/4 of Section 9, T 2 S., R. 24 E., P.M.M., in the City of Laurel, Yellowstone County, Montana, being more particularly described as follows, to wit:

That particular easement for water service and private utilities as shown and described in a Perpetual Right-of-way Easement recorded on June 2nd, 2023, under Document No. 4048388, in the office of the clerk and recorder of Yellowstone County, Montana

TO HAVE AND TO HOLD unto its successors and assigns, forever.

Dated this _____ day of _____, 20_____.

STEVEN W GLANTZ, LLC,
a Montana limited liability company

By: _____

Title: _____

STATE OF MONTANA)
):SS
County of Yellowstone)

On this ____ day of _____, 20____, before me, the undersigned Notary Public for the State of Montana, personally appeared _____, known to me to be the persons who signed the forgoing instrument as _____ of STEVEN W GLANTZ, LLC, and _____ acknowledged to me that said corporation executed the same. Witness my hand and seal the day and year herein above written.

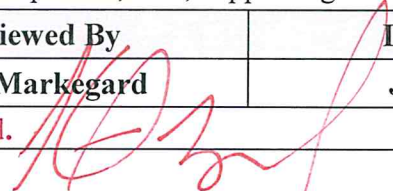
Notary Public in and for the State of Montana

City of Laurel Planning Department

115 West First Street
Laurel, Montana 59044
Phone: (406)628-4796

ROUTING/COMMENT REQUEST FORM

Attached are a plat and documents submitted to our office for review and comment. Please review these documents and forward it to the next department. Comments can be made in the project text section for this project. For further information contact Nick Altonaga at 628-4796 ext. 5302 or via e-mail at naltonaga@laurel.mt.gov

Check print McLelland Subdivision			Yellowstone County
Legal Description: Tract B1-A1 of COS 2385 amending tract B 1-A1			inside Laurel
Status	Type of Subdivision/Survey	Gross Acreage	
CHECKPRINT	Two lot minor expedited subdivision	2.094 acres	
Applicant	Phone	Surveyor/Engineer	Phone
Leonard McLelland	406-628-4796 ext. 5305 Kurt Markegard	Sanbell	406-656-5255
Attachments			
<input checked="" type="checkbox"/> Check Print, DEQ exclusion, waiver of protest, SIA, supporting docs for DEQ			
Planning Department	Reviewed By	Date R/C	Date out
	Kurt Markegard	January	Feb 7, 2025
Comments: 2nd half taxes are not paid.			
			
Riverstone Health	Reviewed By	Date R/C	Date Out
	Allan Kifferman	2.8.25	2.15.25
Comments: Annexation into city sewer & water. EXISTING Horse should be tied in as well			
County Treasurer	Reviewed By	Date R/C	Date Out
	[Signature]	2/25/25	2/25/25
Comments: All 2024 taxes have been paid in full.			
City Attorney (Laurel)	Reviewed By	Date R/C	Date Out
Comments:			
GIS Department	Reviewed By	Date R/C	Date Out
	Alissa Quire	2/26/25	2/26/25
Comments: N/A			
Laurel Public Works	Reviewed By	Date R/C	Date Out
	[Signature]	2-25 2-7-25	2-7-25
Comments:			
Clerk and Recorder	Reviewed By	Date R/C	Date Out
Comments:			

and correct personal & show hand.

① CORRECT VACATION DUES
Reviewed Beall on
KLM March 11, 2025

March 4, 2025

Jeff Martin reviewed the check print for the Plat of McClelland Subdivision prepared by Sanbell. The purpose of the plat is to create a 2-lot subdivision. Leonard C. McClelland owns the parent tract. An SIA, easement, vacation of easements, and a subdivision guarantee accompany the plat. The legal description of the subject tract needs to be added to the vacation of easement documents. Section, Township, and Range is not sufficient. Steven W. Glantz, LLC owns the benefited tract. The middle initial 'W' needs to be added on page 1 of each vacation document. Taxes have been paid in full. **(Laurel-McClelland)**

**Return to:
Leonard C. McLelland
708 East Maryland Lane
Laurel, Montana 59044**

**SUBDIVISION IMPROVEMENTS AGREEMENT
MCLELLAND SUBDIVISION
CITY OF LAUREL
YELLOWSTONE COUNTY**

I. Variances:	1
II. Conditions that Run with the Land:	1
III. Transportation:	2
A. Streets:	2
B. Sidewalks:	2
C. Street Lighting:	2
D. Traffic Control Devices:	2
E. Access:	2
F. Heritage Trail Plan:	2
G. Public Transit:	2
IV. Emergency Services:	2
V. Storm Drainage:	3
VI. Utilities:	3
A. Water:	3
B. Sanitary Sewer:	3
C. Power, Telephone, Gas, and Cable Television:	3
VII. Parks/Open Space:	3
VIII. Irrigation:	3
IX. Soils/Geotechnical Study:	3
X. Phasing of Improvements:	4
XI. Financial Guarantees:	4
XII. Legal Provisions:	4

**SUBDIVISION IMPROVEMENTS AGREEMENT
MCLELLAND SUBDIVISION
CITY OF LAUREL
YELLOWSTONE COUNTY**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ , by and between LEONARD C. McLELLAND, whose address for the purpose of this agreement is 708 East Maryland Avenue, hereinafter referred to as "Subdivider/Owner" and CITY OF LAUREL, Montana, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the plat of McLelland Subdivision located in the City of Laurel in Yellowstone County, Montana was submitted to the Laurel City-County Planning Board as an expedited plat which was deemed to not require preliminary review; and

WHEREAS, this subdivision qualifies as an Expedited Minor Subdivision and therefore does not need to go before the City Council/County Commissioners for preliminary conditional approval; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat; and

WHEREAS, the provisions of this agreement shall be effective and applicable to McLELLAND SUBDIVISION upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Laurel Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Laurel, Yellowstone County, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

No variances have been requested with this subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

- A.** Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B.** Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C.** No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- 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

V. STORM DRAINAGE

No storm drainage improvements will be constructed with this subdivision.

VI. UTILITIES

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

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

A. Water

Lot 1 has an existing city water service from the existing public water main in E. Maryland Ln.
Lot 2 shall have a water service installed as approved by the City of Laurel Public Works Department, the City of Laurel has existing water mains in E. Maryland Ln. and Alder Ave.

B. Sanitary Sewer

Lot 1 has an existing city sewer service connecting to the main in Alder Avenue.
Lot 2 shall have a sewer service installed as approved by the City of Laurel Public Works Department.

C. Power, Telephone, Gas, and Cable Television

Lot 1 has existing utility services. Lot 2 will be provided utility services in the same manner as Lot 1. No additional utility infrastructure will be constructed with this subdivision. No additional utility easements will be required.

VII. PARKS/OPEN SPACE

There is no parkland requirement for proposed McLELLAND SUBDIVISION as this is a minor subdivision [MCA 76-3-617(3) (a)].

VIII. IRRIGATION

There is a buried irrigation ditch that runs along the west side of Alder Avenue and is part of the Big Ditch Irrigation District. The property owner doesn't appear to be currently accessing it. No apparent water rights are being transferred with this subdivision. No downstream water users will be affected by this subdivision.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical study was not performed for this subdivision.

X. PHASING OF IMPROVEMENTS

No phasing will occur with this subdivision.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

Subdivider/Owner

Leonard C. McLelland

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 Leonard C. McLelland, known to me to be the person who executed the foregoing instrument and acknowledged to me that they executed the same.

Notary Public in and for the State of Montana



MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY
MUNICIPAL FACILITIES EXCLUSION

Subdivision Name: McLelland Subdivision Number of lots/parcels/units: 2 / 0 / 0

Geocode: 03-0821-09-1-04-01-0000 (this can be found at http://svc.mt.gov/msl/mtcadastral)

Are main extensions necessary to serve the subdivision? Yes No X If yes, have plans for the mains been submitted for review? Yes N/A No

How will construction of the facilities be financed? By Owner

Owner Information:

Owner(s) Name: Leonard C. McLelland
Print name of owner(s) Signature of all owners of record

Address: P.O. Box 164 Laurel, Montana 59044
Street or PO Box, City, State, Zip Code

Email: lendee@hughes.net Phone: 406-855-1165

Consultant Information:

Company and Address: Sanbell 1300 Transtech Way, Billings, Montana 59102

Email: cscoles@sanbell.com Phone: 406-869-3373

Eligibility Requirements:

All of the following criteria must be met:

- Project must be provided with adequate municipal water and sewer, solid waste disposal and the municipality must review storm water plans.
All the mains necessary to serve the subdivision must be municipality owned, operated and maintained. Privately owned mains or lift stations make the project ineligible for this exemption.
The municipality must be a 1st or 2nd class municipality as described in MCA 7-4-111 or covered under a growth policy pursuant to Title 76, chapter 1.

The project must be one of the following (check applicable box):

- A new division subject to review under the Montana Subdivision and Platting Act, or Previously divided parcels recorded with Sanitary Restrictions prior to July 1, 1973 or Divisions or parcels of land that are exempt from Montana Subdivision and Platting Act review under 76-3-203 or 76-3-207 (1) (a), (b), (d), (e), or (f)

Submittal Requirements:

All of the following items must be submitted:

- This form, signed by the property owner, ***and*** the municipalities' representative.
- Copy of Preliminary Plat, COS, Amended Plat or Unit Declaration. The Plat, COS, Am Plat or Unit Declaration must contain the exemption 76-4-125 (1)(d)(i), (ii) or (iii). If using item (iii), the Plat, COS, Am Plat or Unit Declaration must also contain the appropriate Platting Act exemption.

- Vicinity map showing project location.
- Applicable zoning ordinances in effect on file
- Copy of growth policy, if applicable on file
- \$120 processing fee

Certification:

I hereby certify that I am licensed to practice engineering in the State of Montana, I am employed directly or retained by the municipality providing service and am authorized to sign on behalf of the municipality. In addition, I hereby certify that:

1. The existing water and wastewater systems are in compliance with the provisions of Title 75, chapters 5 and 6, and
2. The water and wastewater systems have adequate capacity to meet the needs of the project, and
3. The municipality has or will review plans to ensure adequate storm water drainage and adequate solid waste disposal.

(Signature of Professional Engineer)

(Date Signed)

Montana P.E. Number _____

PE Stamp

Send to: MTDEQ Subdivisions
PO Box 200901
Helena MT 59620-0901

Guarantee



SG-08019860

File Number: B2537340T

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, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,
GUARANTEES

the Assured named in Schedule A, against actual monetary loss or damage not exceeding the liability amount of stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued by:

Policy Issuer:
FMT OF BILLINGS, LLC FIRST MONTANA TITLE OF BILLING
2737 MONTANA AVENUE
BILLINGS, MT 59101-1924
PHONE: (406) 248-3000

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Signatory

By

President

Attest

Secretary

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. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) (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 by (1), (2) or (3) are shown by the public records.
- (c) Assurances to 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, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) 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 assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any 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 such prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by such failure and then only to the extent of the prejudice.

4. 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.

5. 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 4 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 5(a) the Company shall have the rights 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 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, the Assured hereunder shall secure to the Company the right to prosecute or provide 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.

6. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 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 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.

7. 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 the 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 5, 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 obligations 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 5.

8. 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 exclusions stated in Paragraph 2.

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;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 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 the defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the 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.

10. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. 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 30 days thereafter.

13. 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 insured claimant 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.

13. 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.

14. 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.

15. 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: Old Republic National Title Insurance Company, 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

Subdivision Guarantee

Issued by

Old Republic Title Insurance Company

Liability: \$1,000.00

Premium: \$200.00

Effective Date: December 30, 2024, at 05:00 PM

Guarantee No: SG08019860

1. Assured: **Sanbell**

2. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**

3. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Leonard C. McLelland

4. The land referred to in this Commitment is described as follows:

That part of the NE1/4, of Section 9, Township 2 South, Range24 East, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract B1-A1, of Amended Tract b1-A Certificate of Survey No. 2385, on file in the office of the Clerk and Recorder of said County, under Document No. 4048386.

Countersigned
FMT of Billings LLC

By 
_____ **Authorized Signatory**

SCHEDULE B - PART 1

Defects, liens encumbrances or other matters affecting title:

1. **General and special taxes and assessments for the First Installment of 2024, which are delinquent in the amount of \$817.15, plus penalties and interest. Tax Code No. D02629B**

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

Disabled American Veteran Assistance Program

2. **General and special taxes and assessments for the Second Installment of 2024, which are payable in the amount of \$817.15, but not yet due. Tax Code No. D02629B.**

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

Disabled American Veteran Assistance Program

3. **General and special taxes, and assessments for the year 2025, which are a lien, but not yet computed or payable. Tax Code No. D02629B.**

Including any future or pending SID assessments that may be assessed by the city or county tax authorities.

Disabled American Veteran Assistance Program

NOTE: General and special taxes and assessments for the year 2023, which are paid in full in the amount of \$1,634.30.

Disabled American Veteran Assistance Program

4. **All easements for utilities, services, ditches, roads or trails, or any limitation to access, across the subject property, depicted and referenced in plats or surveys of said property, or apparent from physical examination and inspection of the premises.**
5. **State of Montana Department of Health and Environmental Sciences Certificate of Subdivision Plat Approval, filed May 22, 1991, under Document No. 1595997.**
6. **The effect of Declaration of Homestead, executed by Leonard C. McLelland, recorded January 04, 2010, under Document No. 3536334.**
7. **The effect of Declaration of Homestead, executed by Leonard C. McLelland, recorded August 14, 2014, under Document No. 3714614.**

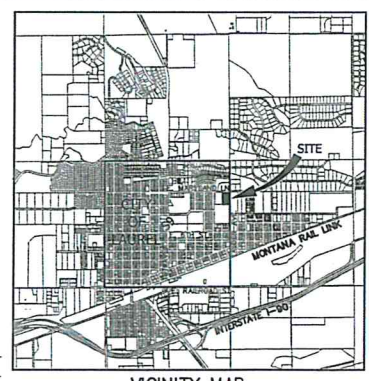
8. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Amended Tract B1-A Certificate of Survey No. 2385, filed June 02, 2023, under Document No. 4048386, but deleting any covenant, condition or restriction indicating a preference limitation or discrimination based upon race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants or restrictions violate 42 USC 3604 (c).
9. Declaration of Water Service and Private Utility Easement recorded June 2, 2023, under Document No. 4048388.

End of Schedule B

AMENDED TRACT B1-A
CERTIFICATE OF SURVEY No. 2385
 SITUATED IN THE NE1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M.
 IN THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LEONARD C. McLELLAND
 PREPARED BY : SANDERSON STEWART

APRIL, 2023
 LAUREL, MONTANA



VICINITY MAP
 NOT TO SCALE

BASIS OF BEARING: THE BASIS OF BEARINGS FOR THIS SURVEY HAS BEEN DERIVED FROM GPS OBSERVATIONS AND IS BASED ON A NAD 83, LAMBERT CONFORMAL CONIC, SINGLE PARALLEL, LOW DISTORTION PROJECTION FOR THE CITY OF BILLINGS, HAVING A POINT OF ORIGIN AT 45°47'00" N LATITUDE AND 108°25'00" W LONGITUDE WITH A SCALE FACTOR OF 1.0001515. THE GRID TO GROUND CORRECTION SCALE FACTOR AT POINT 507, THE CENTERLINE BRASS DISC MON AT THE INTERSECTION OF WASHINGTON AND E. MARYLAND, IS 0.999995049; THE CONVERGENCE ANGLE IS -01'43". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- FOUND SURVEY MONUMENT, AS NOTED
- SET 5/8" X 18" YELLOW CAPPED REBAR MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"
- ⊥ SET QUARTER CORNER, AS NOTED
- ⊗ SET SECTION CORNER, AS NOTED

- RECORD SURVEYS**
- R1: C.O.S. 2385 AM, Doc. No. 3406003 - 2006 - McGee 51575
 - R2: C.O.S. 2385 AM, Doc. No. 3390860 - 2005 - Knopp 83775
 - R3: C.O.S. 2385 AM, Doc. No. 1595996 - 2005 - Hahn 27955
 - R4: C.O.S. 2385, Doc. No. 1398279 - 1986 - Astle 29185
 - R5: C.O.S. 1943, Doc. No. 1143464 - 1979 - Sanderson 336285
 - R6: ALLARD SUB AM, Doc. No. 27624 - 1910 - Gerhorz ES

PURPOSE OF SURVEY - FAMILY TRANSFER

I, the undersigned hereby certify that the purpose of this survey is to create TRACT B1-A2 as shown hereon for transfer to Melody A. Miles, my daughter, and that this is the first transfer of real property to this person by this means.

Therefore, this survey is exempt from review as a subdivision pursuant to Section 76-3-207(1)(b), M.C.A.

TRACTS B1-A1 and B1-A2 as shown hereon are excluded from review by the Department of Environmental Quality pursuant to Section 76-4-125 (1)(c)(i), M.C.A. which excludes "a remainder of an original tract created by aggregating a parcel from the tract for purpose of transfer if the remainder is served by a public or multi-user sewage system approved before January 1, 1997, pursuant to local regulations or this chapter."

Leonard C. McLelland
 Leonard C. McLelland

STATE OF MONTANA)
) ss
 County of Yellowstone)

On this 19 day of MAY, 2023, before me, the undersigned Notary Public for the State of Montana, personally appeared Leonard C. McLelland, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Heather Dawn
 Notary Public in and for the State of Montana



CERTIFICATE OF SURVEYOR

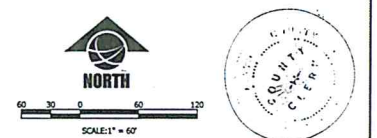
STATE OF MONTANA)
) ss
 County of Yellowstone)

The undersigned, a Land Surveyor licensed in the State of Montana, states that during the month of December 2022, a survey was performed under his supervision of a tract of land situated in the NE1/4 of Section 9, T. 2 S., R. 24 E., P.M.M., Yellowstone County, Montana, said tract being more particularly described as follows, to wit:

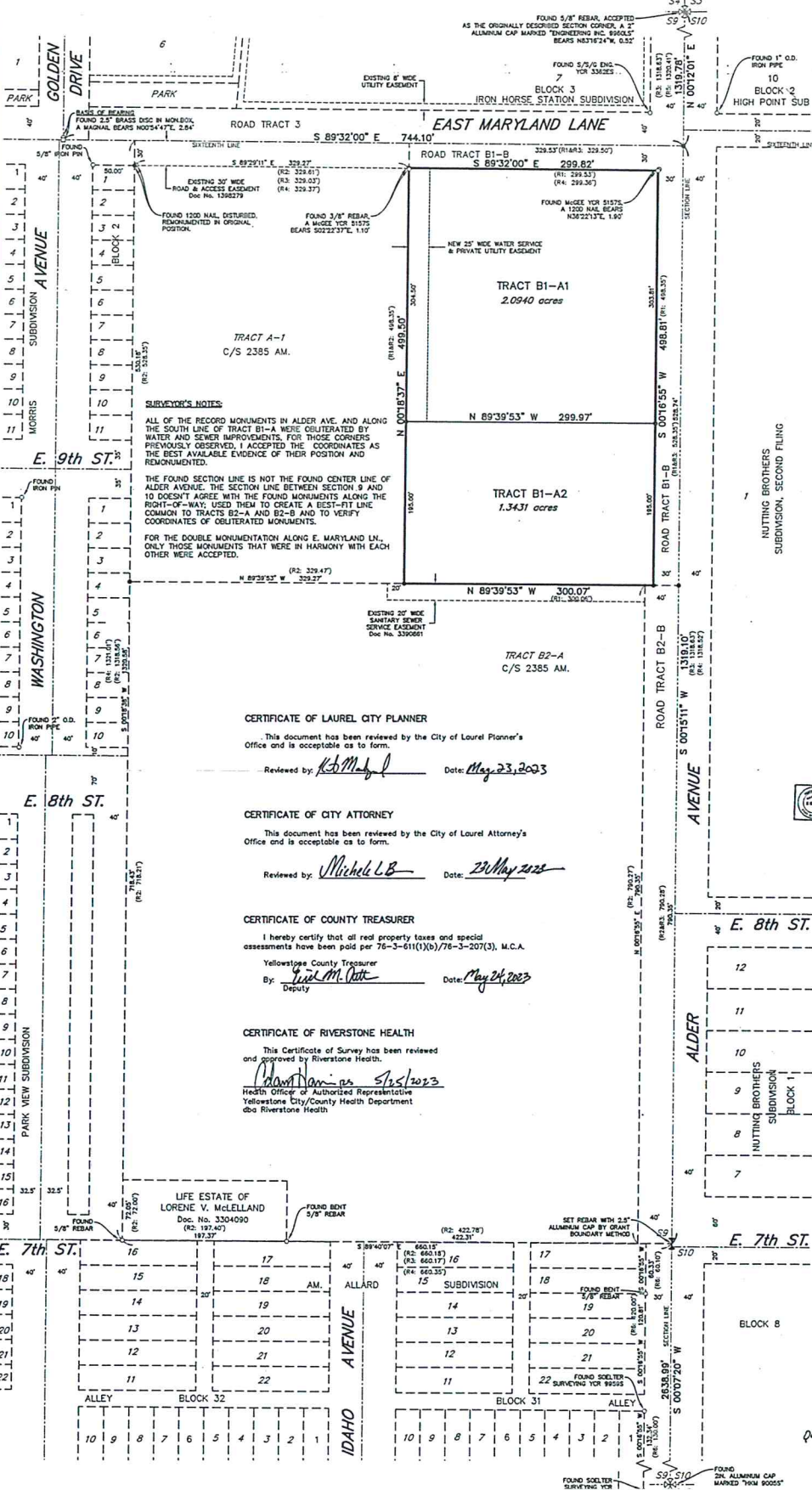
Tract B1-A of Amended Certificate of Survey No. 2385, according to the official plot thereof on file in the office of the Clerk and Recorder of Yellowstone County, Montana under Document No. 3406003, containing an area of 3,471 acres, more or less, subject to all easements of record or apparent on the ground.

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

SANDERSON STEWART
 By: *Douglas W. P...*
 Montana License No. 15273 LS
 Date: May 19, 2023



DECLARATION OF WATER SERVICE & PRIVATE UTILITY EASEMENT
 Document No.: 4048386



CERTIFICATE OF LAUREL CITY PLANNER

This document has been reviewed by the City of Laurel Planner's Office and is acceptable as to form.

Reviewed by: *K.M. B...* Date: May 23, 2023

CERTIFICATE OF CITY ATTORNEY

This document has been reviewed by the City of Laurel Attorney's Office and is acceptable as to form.

Reviewed by: *Michelle L.B.* Date: 20 May 2023

CERTIFICATE OF COUNTY TREASURER

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

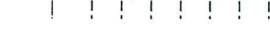
Yellowstone County Treasurer
 By: *Jack M. Dett* Date: May 24, 2023
 Deputy

CERTIFICATE OF RIVERSTONE HEALTH

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

David Dan... 5/25/2023
 Health Officer of Authorized Representative
 Yellowstone City/County Health Department
 c/o Riverstone Health.

LIFE ESTATE OF LORENE V. McLELLAND
 Doc. No. 3304990
 (R2: 197,407)
 197-37



McLELLAND SUBDIVISION – LOCATED ON TRACT B1-A1 OF COS 2385 AM
IN NE1/4-S9-T2S-R24E-PMM, CITY OF LAUREL, YELLOWSTONE COUNTY, MT
CLOSURE CALCS – COMPLETED BY JESSE R. BURNS 01/02/25

PARENT PARCEL (TRACT B1-A1 OF COS 2385 AMENDING TRACT B1-A)

P.O.B. : North: 126200.71' East: 567754.63' BEGIN

Segment #1 : Line

Course: S 89°32'00" E Length: 299.82'

North: 126198.26' East: 568054.44'

Segment #2 : Line

Course: S 00°16'55" W Length: 303.81'

North: 125894.46' East: 568052.94'

Segment #3 : Line

Course: N 89°39'53" W Length: 299.97'

North: 125896.21' East: 567752.98'

Segment #4 : Line

Course: N 00°18'37" E Length: 304.50'

P.O.B. : North: 126200.71' East: 567754.62' END

Perimeter: 1208.10' Area: 2.0940 AC (91214 SF)

Error Closure: 0.00 Course: N 18°02'38" W

Error North: 0.003 East: -0.001

Precision 1: 1208100000.00

McLELLAND SUBDIVISION – LOCATED ON TRACT B1-A1 OF COS 2385 AM
IN NE1/4-S9-T2S-R24E-PMM, CITY OF LAUREL, YELLOWSTONE COUNTY, MT
CLOSURE CALCS – COMPLETED BY JESSE R. BURNS 01/02/25

NEWLY CREATED LOT 1 OF McLELLAND SUBDIVISION

P.O.B. : North: 126200.71' East: 567754.63' BEGIN

Segment #1 : Line

Course: S 89°32'00" E Length: 144.00'

North: 126199.53' East: 567898.62'

Segment #2 : Line

Course: S 00°28'00" W Length: 43.25'

North: 126156.29' East: 567898.27'

Segment #3 : Curve

Length: 37.89' Radius: 30.00'

Delta: 72°22'09" Tangent: 21.94'

Chord: 35.42' Course: S 35°43'04" E

Course In: S 89°32'00" E Course Out: S 18°05'51" W

RP North: 126156.04' East: 567928.27'

End North: 126127.53' East: 567918.95'

Segment #4 : Curve

Length: 72.86' Radius: 50.00'

Delta: 83°29'22" Tangent: 44.62'

Chord: 66.58' Course: S 30°09'28" E

Course In: S 18°05'51" W Course Out: S 78°24'47" E (NOT-TANGENT)

RP North: 126080.00' East: 567903.41'

End North: 126069.96' East: 567952.40'

Segment #5 : Line

Course: S 89°43'05" E Length: 101.41'

North: 126069.46' East: 568053.80'

Segment #6 : Line

Course: S 00°16'55" W Length: 175.00'

North: 125894.46' East: 568052.94'

Segment #7 : Line

Course: N 89°39'53" W Length: 299.97'

North: 125896.22' East: 567752.98'

Segment #8 : Line

Course: N 00°18'37" E Length: 304.50'

P.O.B. : North: 126200.71' East: 567754.63' END

Perimeter: 1178.87' Area: 1.699 AC (73991 SF)

Error Closure: 0.01 Course: N 10°43'30" E

Error North: 0.007 East: 0.001

Precision 1: 117013.00

McLELLAND SUBDIVISION – LOCATED ON TRACT B1-A1 OF COS 2385 AM
IN NE1/4-S9-T2S-R24E-PMM, CITY OF LAUREL, YELLOWSTONE COUNTY, MT
CLOSURE CALCS – COMPLETED BY JESSE R. BURNS 01/02/25

NEWLY CREATED LOT 2 OF McLELLAND SUBDIVISION

P.O.B. : North: 126199.53' East: 567898.62' BEGIN

Segment #1 : Line

Course: S 89°32'00" E Length: 155.82'

North: 126198.26' East: 568054.44'

Segment #2 : Line

Course: S 00°16'55" W Length: 128.81'

North: 126069.46' East: 568053.80'

Segment #3 : Line

Course: N 89°43'05" W Length: 101.41'

North: 126069.96' East: 567952.39'

Segment #4 : Curve (NON-TANGENT)

Length: 72.86' Radius: 50.00'

Delta: 83°29'22" Tangent: 44.62'

Chord: 66.58' Course: N 30°09'28" W

Course In: N 78°24'47" W Course Out: N 18°05'51" E

RP North: 126080.00' East: 567903.41'

End North: 126127.52' East: 567918.94'

Segment #5 : Curve

Length: 37.89' Radius: 30.00'

Delta: 72°22'09" Tangent: 21.94'

Chord: 35.42' Course: N 35°43'04" W

Course In: N 18°05'51" E Course Out: N 89°32'00" W

RP North: 126156.04' East: 567928.26'

End North: 126156.28' East: 567898.27'

Segment #6 : Line

Course: N 00°28'00" E Length: 43.25'

P.O.B. : North: 126199.53' East: 567898.62' END

Perimeter: 540.04' Area: 0.395 AC (17223 SF)

Error Closure: 0.00 Course: S 26°25'07" W

Error North: -0.004 East: -0.002

Precision 1: 531290000.00

Return to:
Leonard C. McLelland
708 East Maryland Lane
Laurel, Montana 59044

DECLARATION OF RECIPROCAL PRIVATE ACCESS

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Leonard C. McLelland (the "Owner"), does hereby create a perpetual easement across, over and upon certain real property located in LOT 1 OF McLELLAND SUBDIVISION, in SEC.9, T.2S, R.24.E., P.M.M. in the City of Laurel, Yellowstone County, Montana, more particularly described as follows, to wit:

The portion of Lot 1, according to the official plat of McLelland Subdivision on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. _____, being as shown and described on said plat as "NEW 25' WIDE SHARED ACCESS EASEMENT".

The Owner does hereby create this easement for the purpose of constructing, reconstructing, maintaining, operating, repairing, improving, replacing, and using a shared private access and all necessary fixtures and appurtenances through, over, and across said real property.

This private access easement is created for the reciprocal benefit of ingress and egress for the current and future owners of LOT 1 AND LOT 2 OF McLELLAND SUBDIVISION and any future subdivisions thereof, their heirs, executors, successors, administrators and invitees. This easement shall run with the real property and be binding on all parties having any right, title or interest in the described property and shall bind said parties thereof.

Leonard C. McLelland

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, the undersigned Notary Public for the State of Montana, personally appeared Leonard C. McLelland, known to me to be the person who signed the foregoing instrument and acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana

2

CONCEPT OF

McLELLAND SUBDIVISION

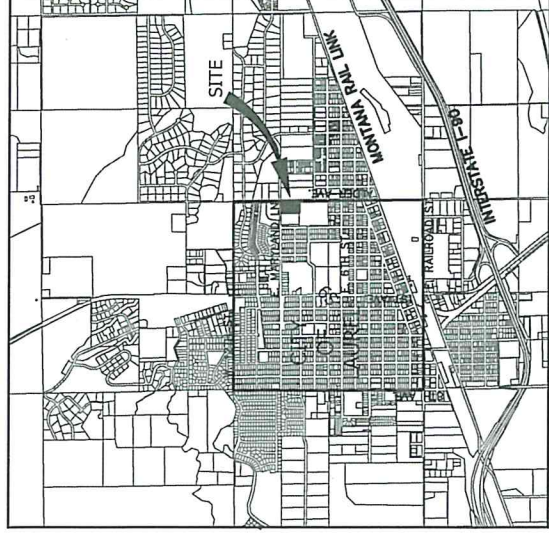
BEING TRACT B1-A1 OF AMENDED TRACT B1-A, COS 2385
 SITUATED IN THE NE1/4 OF SECTION 9, T. 2 S., R. 24 E., P.M.M.
 IN THE CITY OF LAUREL, YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LEONARD C. McLELLAND

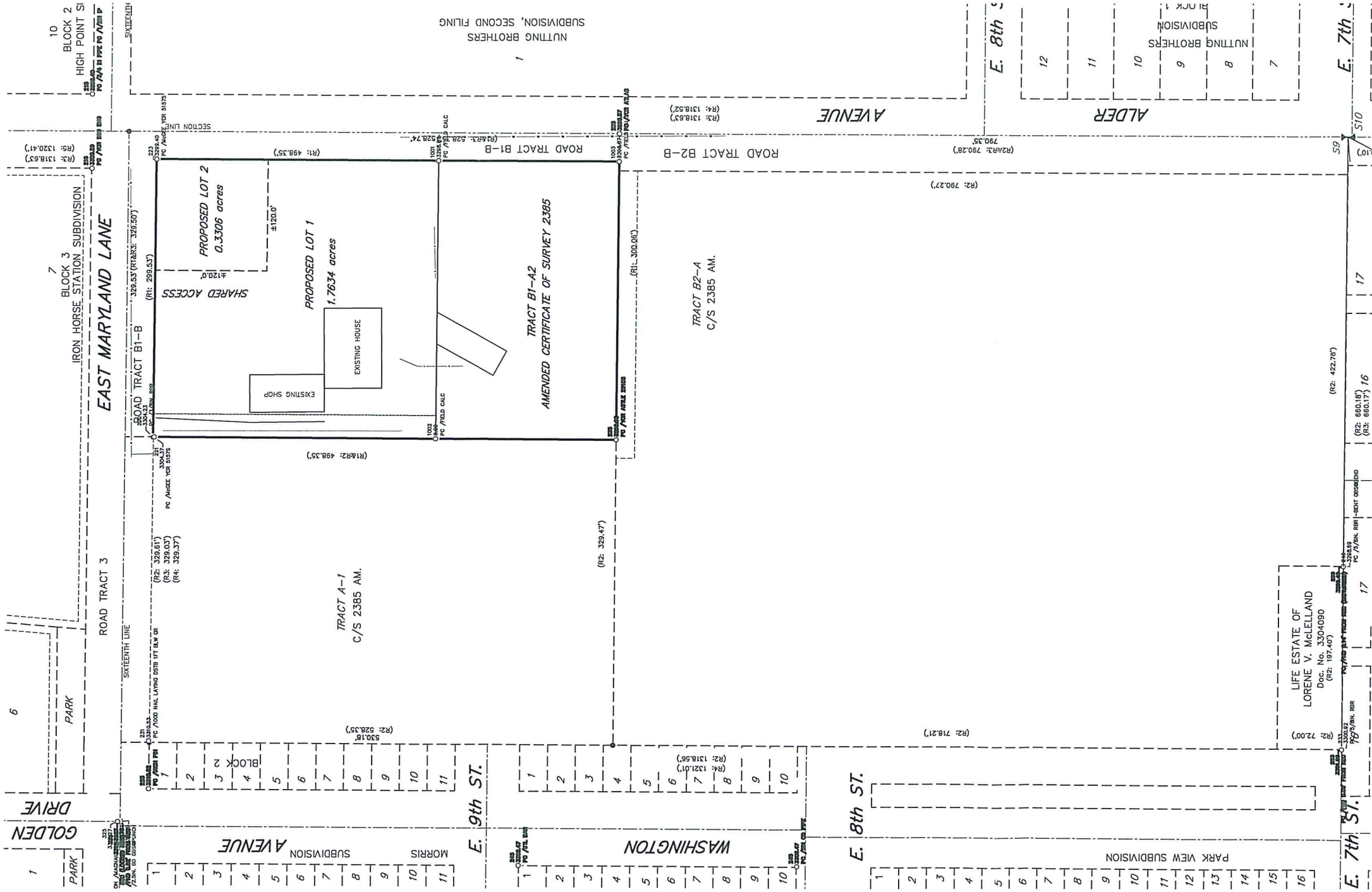
NOVEMBER 2024

PREPARED BY : SANDERSON STEWART 

LAUREL, MONTANA

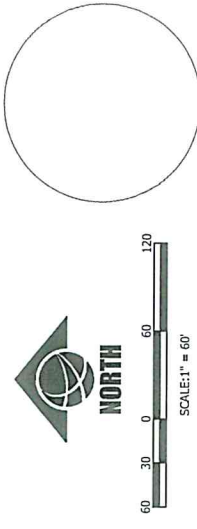


VICINITY MAP
NOT TO SCALE



PLAT DATA

GROSS AREA	=	2.0940 ACRES	
NET AREA	=	2.0940 ACRES	
NUMBER OF LOTS	=	2	
MINIMUM LOT SIZE	=	0.2755 ACRES	
MAXIMUM LOT SIZE	=	1.8185 ACRES	
LINEAL FEET OF STREETS	=	NA	
PARKLAND REQUIREMENT	=	NA	
PARKLAND DEDICATION	=	NA	
EXISTING ZONING	=	RLMF	
SURROUNDING ZONING:	=		
	=	NORTH	RESIDENTIAL
	=	SOUTH	RESIDENTIAL
	=	EAST	
	=	WEST	
EXISTING LAND USE	=		
PROPOSED LAND USE	=		



RESERVED FOR CLERK AND RECORDS

City of Laurel Pre-Application Meeting Form*

Application Date: November 7, 2024

Name of Owner: Leonard McLelland Phone: (406) 855-1165

Address: 708 E. Maryland Ln., Laurel, MT 59044

Name of Proposed Subdivision: McLelland Subdivision

Surveyor/Engineer: Sanbell: Doug Pezoldt, PLS

Phone: (406) 656-5255

Address: 1300 North Transtech Way, Billings, MT 59102

Parcel Description: Tract B1-A1 of Amended Tract B1-A, COS 2385

Legal Description: Tract B1-A1 of Amended Tract B1-A, COS 2385

General Location: Parcel Size: 2.094 ACRES

Number of Lots: 2

Existing Zoning: RLMF Proposed Zoning: RLMF

Existing and Proposed Use: Residential

* This application shall be accompanied by 6 conceptual drawings at least one (1) week in advance of the pre-application meeting.

City of Laurel Received stamp:

PO Box 10 (City)

Laurel, Mt. 59044

406-628-4796

(Ord. 07-01 (part), 2007)

File Attachments for Item:

3. Mayor: Resolution - A Resolution Of The City Council Authorizing The Mayor To Reschedule City Council Meeting Set On Election Day.

RESOLUTION NO. R25-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
RESCHEDULE CITY COUNCIL MEETING SET ON ELECTION DAY.**

WHEREAS, the City Council for the City of Laurel (hereinafter “the City”) has a regularly-scheduled City Council Meeting on November 11, 2025 at 6:30 p.m;

WHEREAS, November 11, 2025 is the recognized holiday of Election Day;

WHEREAS, the City Council desires to move the November 11, 2025 City Council Meeting to November 10, 2025, beginning at 6:30 p.m.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the November 11, 2025 City Council Meeting is hereby moved from November 11, 2025 at 6:30 p.m. to November 10, 2025 at 6:30 p.m.

Introduced at a regular meeting of the City Council on the _____ day of February, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of February, 2025.

APPROVED by the Mayor the _____ day of February, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

4. LURA Update



Meeting Minutes

Project: LURA Sidewalks Project

Objective: 10% Review Meeting

Date: 3/10/2025

Time: 11:00 AM

Discussion Items (Items below in **Red** were added to the agenda to develop these Minutes)

1. **Task Order #2**

a. **LURA SURVEYS:**

- i. Review draft survey for project 1.
 1. **Exhibit 1** includes the Draft Survey for Project 1.
- ii. **Submittal 2** will include a similar document for entire TIF District – **October 1, 2025**
 1. No work is currently being performed on this item. All current work is focused on project 1.

b. **PROJECT 1 DESIGN**

- i. The draft project survey has been completed.
- ii. **Exhibit 2** includes the draft layout, showing the proposed improvements.
 - a. Areas in green are in good condition, and not proposed for replacement at this time.
 - i. Some sidewalk in the green areas will require removal/replacement to accommodate pull boxes for pedestrian lighting.
 - b. Areas in red are proposed for replacement.
 - i. Deteriorating sidewalk
 - ii. Drainage issues
 - iii. Non-ADA compliance
 - iv. Areas where conditions vary. (Some good, some bad)
 1. Based on discussions with the pedestrian lighting engineer, it is more economical to replace some additional sidewalk and trench than to bore multiple short sections. Therefore in areas where condition varies, it is proposed to replace the whole sidewalk to accommodate the pedestrian lighting project.
- v. Following a walkthrough of the project with Kurt Markegard, it was decided to widen the sidewalk on the east side of 2nd Avenue, north of the alley to a width of 10 feet. It was also decided to add a portion of the sidewalk along the south side of 1st Street to the project. There are some drainage issues in the alley on the east side of 2nd Avenue. Based on follow up conversations with Forrest Sanderson, there may be a future project to address these issues. Where possible the current sidewalk design will be completed with the goal of allowing alley drainage issues to be addressed in the future while minimizing re-work as much as possible. Additions are shown in **Exhibit 2**.



- iii. Design Discussion Items:
 - a. Accessibility to buildings
 - i. At the February 3, 2025 meeting, there was discussion regarding providing ADA access to the businesses. **Exhibit 3** includes photos of examples on other projects for consideration. Following are some options for consideration by the board.
 - ii. Options:
 - 1. Construct sidewalk up to buildings, generally matching the existing grade at the face of the building.
 - a. Pros:
 - i. Less expensive
 - ii. Less disruption to businesses
 - b. Cons:
 - i. Non ADA compliance to businesses
 - ii. If businesses decide to make ADA accessible later on, some of the sidewalk installed as part of this project will need to be removed and replaced.
 - c. **It was decided by the board to proceed with Option 1.**
 - 2. Construct ADA accessible routes to every building including buildings with insets.
 - a. Pros:
 - i. Provides ADA accessible routes to all businesses
 - b. Cons:
 - i. Considerably more expensive to construct ramps, railings, curbs, walls, etc.
 - ii. Where building insets are present, work will be occurring within the envelope of the building.
 - iii. Concurrence from each business owner.
 - 1. Will likely delay the project.
 - iv. If businesses decide to make ADA accessible later on, some of the sidewalk installed as part of this project will need to be removed and replaced.
 - 3. Construct ADA accessible routes only to buildings without insets.
 - a. Pros:
 - i. Provides ADA accessible routes on City sidewalks, while not performing work in private building envelopes.
 - ii. Limits additional project expenses.
 - b. Cons:
 - i. Concurrence and coordination with some building owners will be required.
 - ii. If businesses with insets decide to make ADA accessible later on, some of the sidewalk installed as part of this project will need to be removed and replaced.



- b. Street bulb outs
 - i. Provide better ADA Ramp accessibility
 - ii. Provide traffic calming for pedestrians
 - iii. Protection to parked vehicles
 - iv. Restrict turning movements for larger vehicles.
 - v. It was decided not to install bulb outs in 1st Avenue because it is a truck route, and bulb outs may affect truck turning movements. Bulb outs are acceptable on the other streets.
- c. Area south of East Main Street
 - i. At the last meeting, it was decided to replace the sidewalk in this area and shift south ~ 10 feet and include a boulevard.
 - 1. The reason for the shift is to get the sidewalk farther away from the road to avoid snow piling up on the sidewalk.
 - 2. We did not have this included in phase 1, and therefore didn't complete topographic survey before the snow arrived.
 - a. We will pick up survey soon when snow piles allow, and incorporate into the design.
 - b. There is a lot of landscaping, flowers, etc. that will need to be considered.
 - i. Does board have input on the sidewalk alignment in this area?
 - c. BNSF permitting and coordination
 - ii. It was decided not to include this portion of the project in Phase 1 because it will delay the project. This work will be completed in Phase 2.
- d. Relocation of stormwater inlets required in some areas.
 - i. Multiple areas where existing curb and gutter is very flat (0.2 %). Industry standard is 0.5% min.
 - ii. May need to add stormwater infrastructure to provide proper drainage.
 - 1. Request City stormwater asbuilts.
 - a. The City does not have stormwater asbuilts or drawings.
- e. Problem areas not shown on the maps that the board knows about.
 - i. There is an existing vault under the sidewalk on the east side of 1st Avenue. The site was visited by Kurt Markegard, Doug Tamcke, and Brad Koon after the meeting and it was decided not to perform any sidewalk work above the vault.
 - ii. During the walkthrough with Kurt Markegard, an outdated hydrant was observed at the intersection of Main Street and Pennsylvania Street. It was decided to include a note on the plans for the Contractor to coordinate with the City when the work in this area will be performed. The City will remove and replace the hydrant at that time.
 - iii. During the walkthrough along Main Street, laydown curbs were observed that were likely wider than they needed to be. One location is in front of the veterinary clinic, and the other is in front of Molly and Friends. Kurt will coordinate with the property owners to determine the desired widths and communicate back to TTE.



- iv. Pedestrian Lighting
 - a. Discuss layout.
 - i. **Exhibit 4** includes the preliminary lighting layout.
 - ii. It was noted that the lighting engineer is working with different fixtures to lessen the number of poles.
 - 1. The board agreed that they would like to decrease the number of poles as much as possible while meeting pedestrian lighting requirements. Would like to cut down to 4-5 per block.
 - iii. The banners on the lights need to be high enough that the bottom of the snowflakes are at a height of 14 feet. The Snowflakes are 3 feet high.
 - iv. Include electrical receptacles on lights at corners and mid-block up high on pole.
 - v. Receptacles need to be live all the time, and not turn off with the lights.
 - vi. During the walkthrough with Kurt Markegard, black steel poles supporting wires were observed intermittently along Main Street.
 - 1. Based on a follow up conversation with Forrest, these poles are owned by the Chamber and will either be removed by them prior to the project or removed by the Contractor as part of the project. Forrest will let TTE know what is decided by the Chamber so TTE can address plans accordingly.
- v. Trees
 - a. At the February 3, 2025 meeting, there was discussion about not planting any new trees, and only keeping mature trees in good health. Trees don't get taken care of.
 - i. Is this still the direction from the board?
 - b. This was discussed with the arborist, and he encouraged keeping as many trees as possible, and planting new trees.
 - i. He can recommend trees that require less maintenance, but no matter the tree species, some care and maintenance will be required.
 - ii. He asked if something could be organized to ensure care for trees.
 - c. The board decided to keep existing trees that are healthy and not damaging the sidewalks, curb and gutter, or road. Unhealthy trees or trees causing damage will be removed. If trees are removed, new trees will be planted in or near that location. New trees will also be planted in locations where trees previously existed and are not in place anymore "Empty Tree Grates". Trees that require minimal watering and maintenance will be planted.



- vi. Project 1 Design Schedule:
 - a. Topographic Survey and Base Map – Auto Cad Base Map Complete
 - b. 10% Design – Today
 - c. 50% Design Review – March 24, 2025
 - d. 95% Design ~ April 1, 2025
 - e. 100% Design ~ April 15, 2025

c. BIDDING

- i. During the meeting it was discussed that MDT permitting will likely delay the project. It was discussed during the meeting to bid the MDT portion of the project as a separate schedule to allow the non-MDT portion of the project to be awarded while permitting is being finalized on the MDT portions.

In follow up conversations with MDT, with the presence of stormwater infrastructure, this review will likely go to “MDT Systems Impacts” for review. The process will likely take ~2 months to review, and they need to review complete plans. Also, MDT will likely require changes to the plans that could result in change orders. Based on this information, we recommend bidding the work that is not on MDT Right-of-Way separately from the work that is on MDT Right-of-Way. The design schedule will remain the same, but bidding of the MDT portion of the project will occur after approval from MDT. **Exhibit 2** shows the areas proposed for each bid (“Bidding Phase 1A” and “Bidding Phase 1B”).

- ii. Following is the revised proposed/estimated bidding/construction schedule:
 - 1. Bidding Phase 1A Advertise for Bids ~ April 15, 2025
 - 2. Begin Construction Phase 1A ~ May 30, 2025
 - 3. Bidding Phase 1B Advertise for Bids ~ June 15, 2025
 - 4. Begin Construction Phase 1B ~ July 30, 2025



EXHIBIT 1
Draft Project 1 Survey



TRIPLE TREE
ENGINEERING

DRAFT

EXISTING INFRASTRUCTURE CONDITION REPORT

Laurel Urban Renewal Agency

Laurel, MT

March 2025

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Appendix G – West Main St, North Right-of-Way, 1st Avenue to Montana Avenue

Appendix H – West Main St, North Right-of-Way, Montana Avenue to Colorado Avenue

Appendix I – West Main St, North Right-of-Way, Colorado Avenue to Pennsylvania Avenue

Appendix J – West Main St, North Right-of-Way, Pennsylvania Avenue to Wyoming Avenue

Appendix K – West 1st St, North Right-of-Way, 2nd Avenue to 1st Avenue

1 REPORT SUMMARY

1.1 Project Background

The City of Laurel is a small tight-knit community made up of just over 7,000 residences with another 5,000 living in the surrounding area. Laurel is located approximately 18 miles west of Billings, Montana along Interstate 90. The city boundary encompasses over 1,300 acres and contains portions of Interstate 90, BNSF Mainline and Railyards, and portions of the Yellowstone River. The city is industrial with most employment coming from a large refinery and is also home to the state's largest railyard.

In 2013, the City of Laurel established the Laurel Urban Renewal Agency (LURA) to administer funding and projects within the Laurel Downtown Tax Increment Finance (TIF) District. The agency has an appointed board of commissioners who administer grant funding opportunities and future projects within the district.

In December 2024 LURA hired Triple Tree Engineering to complete the following "Sidewalk Survey". The surveys intentions were to outline sidewalk and curb & gutter conditions throughout the entire TIF District and provide recommendations for replacement or repair. The following Figure shows the extents of the TIF District in reference to the Laurel City Limits.

Save this portion for Figure of District Boundary

1.2 Report Structure

The report will be broken down by street blocks. A “block” consists of one side of a city street from intersection to intersection. To avoid duplicate assessments, corners of sidewalk where ADA ramps are present will be included in North/South running avenues. A mid-block alley is usually present and is often used to help distinguish locations of existing infrastructure. For example, a section of sidewalk may be described as in the “Northern Portion” of the block. Indicating that it is north of the mid-block alley.

Each block will have its own individual report including sections describing existing sidewalk, dimensions and areas, condition categories, general comments, and recommendations. At the end of each report, Exhibit A, showcases the extents and categories of existing infrastructure. Exhibit B includes photos.

1.2.1 Description of Existing Sidewalk

This section of the reports provides a general description of existing sidewalk and related infrastructure within the block. It identifies whether sidewalks and curb & gutter are present and assess their overall condition. Additionally, other relevant infrastructure elements, such as stormwater infrastructure, trees, and ADA ramps, will be noted and evaluated.

1.2.2 Dimensions & Area

This portion of each report gives the general guidelines (if any) that were followed when the existing sidewalk was installed. Specific information about sidewalk widths, curb & gutter dimension, consistency of such, and gutter shape are all examples of data included in this section. A table breaking down the areas of sidewalk and the length of curb & gutter (at top back of curb (TBC)) will be provided. The areas and length of the infrastructure will be separated by Condition Category.

1.2.3 Condition Category

Individual blocks will have existing infrastructure categorized based as one of four categories. Blocks can have multiple of these categories and in most cases, all four are present. The categories are simply numbered from 1 to 4, with 1 being in the best condition and 4 being the worst. The following table and figures explain and show examples of each category.

Table 1. Category Table

Existing Infrastructure Classification Breakdown			
Condition Category	Color Code	Condition/Definition	Usable Life/General Recommendations
I		New/Like New	15+ Year Life - Leave in Place
II		Light Wear/Good Operational Use	5-15 Life Expectancy - Leave in Place/Very Light Maintenance Needed
III		Deterioration, Cracking, Spalling, Small Vegetation Present	1-5 Year Life Expectancy- Recommend Replacement within 5 years.
IV		Crumbling, Vegetation Growing Through, Doesn't Meet ADA and PROWAG Requirements	0-1 Year Life Expectancy - Replace Immediately

Both sidewalk and C&G will be categorized separately although there are many cases where the conditions coincide with one another.

Category I – Like New

Likely replaced within the last few years. Up to current standards and no deterioration shown.



Category II – Good Condition

Generally good operating condition. Very little deterioration is present.



Category III – Poor Condition

Showing signs of deterioration (Cracking, spalling, slight heaving, crumbling, vegetation, etc.).



Category IV – Needs Replaced

Completely deteriorated and no longer functions as intended. Concrete is either missing, completely crumbled, or major heaving is present. Portions are also considered Category IV if the location doesn't meet current standards and requires replacement.



1.2.4 Comments

This section provides a general assessment of both the sidewalk and curb & gutter conditions throughout the block, including an evaluation of common issues and any trends observed. Additionally, any accessibility concerns, including compliance with ADA (Americans with Disabilities Act) and PROWAG (Public Right-of-Way Access Guidelines) standard, will be highlighted to ensure pedestrian safety and mobility.

1.2.5 Recommendations

The final section outlines recommendations for sidewalk/curb & gutter repair, replacement, or removal based on the observed conditions. Recommendations will generally align with the assigned condition categories. Where applicable, prioritization of replacement may be included.

2ND AVENUE WEST

Extents // West Main Street to West 1st Street

Part // West Right-of-Way



Description of Existing Sidewalk: Existing sidewalk and curb & gutter are present throughout the block in varying conditions. Stormwater inlets are present at the south and north ends. Back of sidewalk ties to buildings, parking areas, and landscaping areas. ADA ramps are present at both ends of the block. Trees and tree wells are present.

Dimensions & Area: The existing sidewalk is approximately 10' in width throughout the block. Curb & gutter generally follows a standard 2' in width but varies in depth and shape. Northern and southern portions of curb have rounded gutters while portions near the center have a sharp gutter shape.

Table 1. Concrete Breakdown

2nd Ave - From Main St to W 1st St - Westside - Block 2		
Sidewalk		
Condition	Area (sf)	Notes
Category I	520	South ADA Ramp
Category II	1,545	Throughout
Category III	1,255	Throughout
Category IV	550	Located in Northern Half
Total	3,870	
Curb & Gutter		
Condition	Length Feet (@ TBC)	Notes
Category I	19	South ADA Ramp
Category II	172	Throughout
Category III	112	Throughout
Category IV	74	Located in Northern Half
Total	377	

** All areas and dimensions are approximate.*

Condition Category(s): I, II, III, IV. All categories are present with majority being II and III.

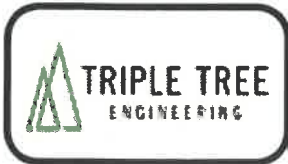
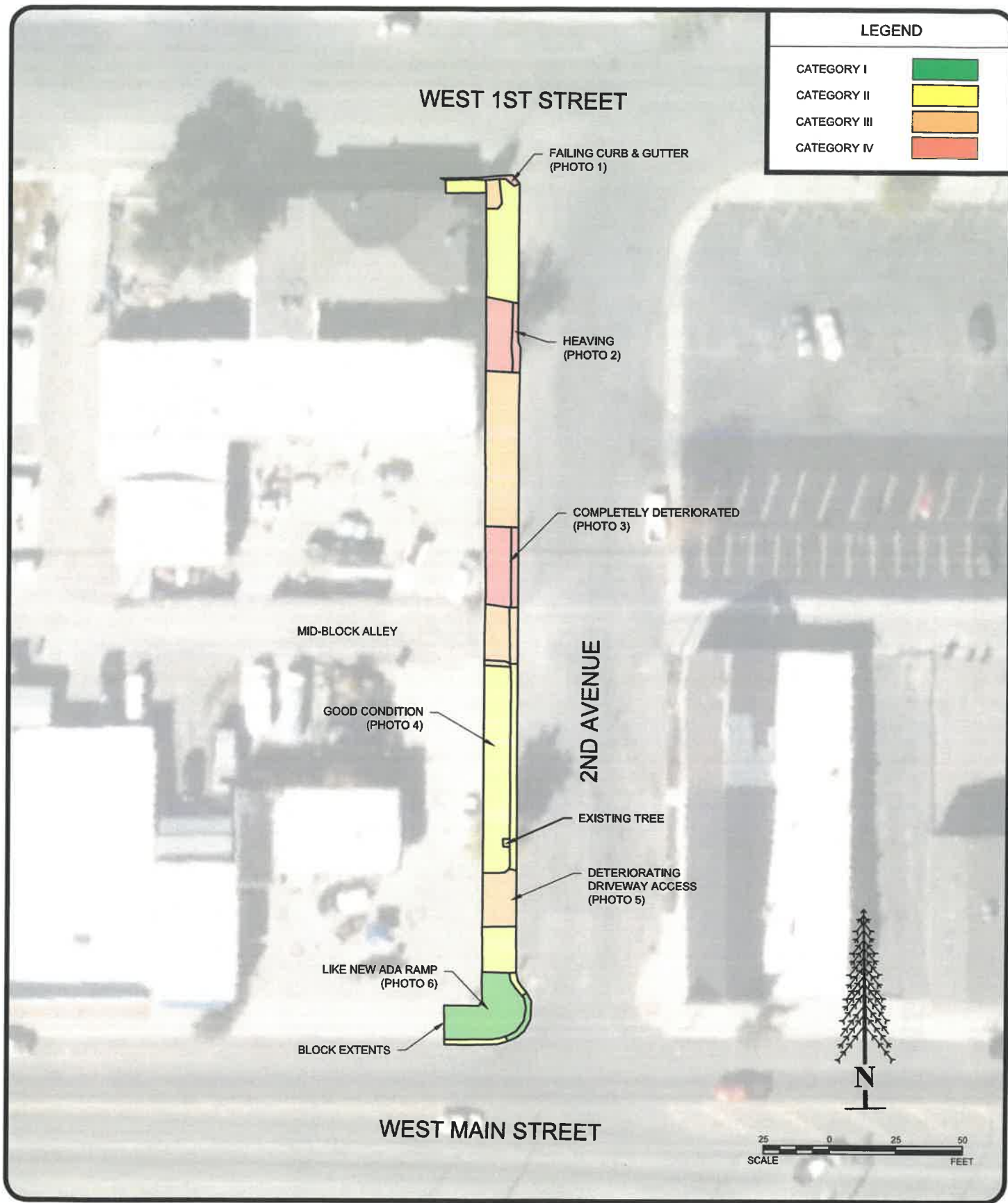
Comments: C&G conditions vary greatly throughout the block and condition tends to improve working from north to south. The northern ADA ramp is out of spec in both grade and dimensions. Curb along W 1st St is failing and falling away from the sidewalk. The sidewalk in front of the entrance to 16 2nd Ave West is in rather poor condition and is experiencing significant heaving resulting in ADA concerns. Working south, sidewalk and C&G conditions remain in Categories III and IV until reaching the mid-block alley.

The southern half of the block's sidewalk and C&G is mainly categorized as I and II with exception to the approach to the parking lot at 201 W Main Street. The approach is experiencing deterioration and cracking. The ADA Ramp located at the intersection with Main Street is in like new condition.

Recommendations: Most of the northern half of the block needs replacement with exception of a small portion of sidewalk and C&G. Recommend replacement of all Category III and IV portions of sidewalk and curb and C&G including northern ADA ramp.

The southern half of the block is in better condition, and for the most part is not in need of replacement. Recommend replacing the concrete approach to 201 W Main Street.

It should be noted that the northern portion replacements take precedence to replacements in the southern half of the block.



**2ND AVENUE - W. MAIN TO W. 1ST - WEST
BLOCK 2 INFRASTRUCTURE ASSESSMENT**

LAUREL URBAN RENEWAL DISTRICT

EXHIBIT
A

EXHIBIT B

PHOTOS

Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



2ND AVENUE WEST

Extents // West Main Street to West 1st Street

Part // West Right-of-Way



Description of Existing Sidewalk: Existing sidewalk and curb & gutter are present throughout the block in varying conditions. Stormwater inlets are present at the south and north ends. Back of sidewalk ties to buildings, parking areas, and landscaping areas. ADA ramps are present at both ends of the block. Trees and tree wells are present.

Dimensions & Area: The existing sidewalk is approximately 10' in width throughout the block. Curb & gutter generally follows a standard 2' in width but varies in depth and shape. Northern and southern portions of curb have rounded gutters while portions near the center have a sharp gutter shape.

Table 1. Concrete Breakdown

2nd Ave - From Main St to W 1st St - Westside - Block 2		
Sidewalk		
Condition	Area (sf)	Notes
Category I	520	South ADA Ramp
Category II	1,545	Throughout
Category III	1,255	Throughout
Category IV	550	Located in Northern Half
Total	3,870	
Curb & Gutter		
Condition	Length Feet (@ TBC)	Notes
Category I	19	South ADA Ramp
Category II	172	Throughout
Category III	112	Throughout
Category IV	74	Located in Northern Half
Total	377	

** All areas and dimensions are approximate.*

Condition Category(s): I, II, III, IV. All categories are present with majority being II and III.

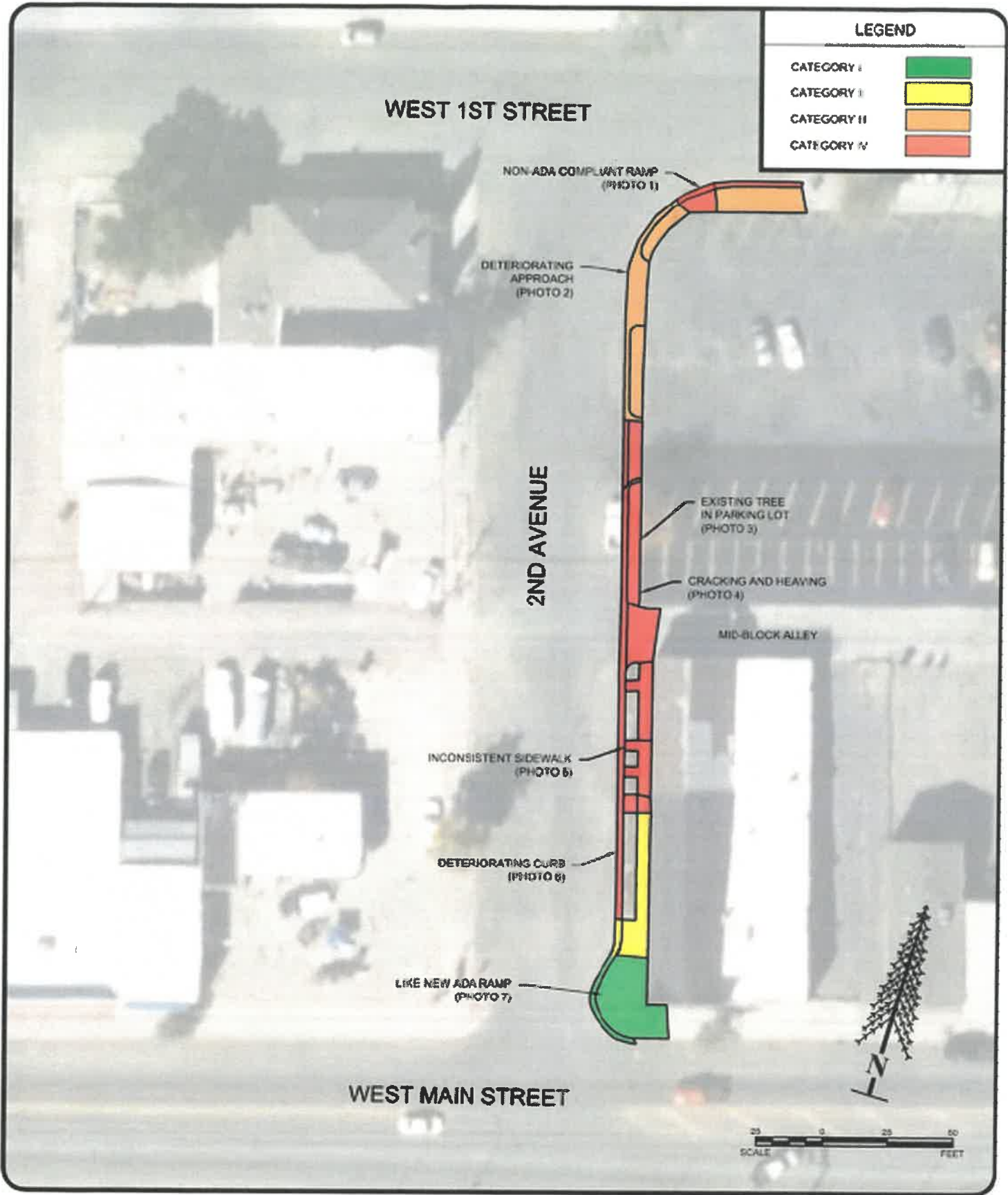
Comments: C&G conditions vary greatly throughout the block and condition tends to improve working from north to south. The northern ADA ramp is out of spec in both grade and dimensions. Curb along W 1st St is failing and falling away from the sidewalk. The sidewalk in front of the entrance to 16 2nd Ave West is in rather poor condition and is experiencing significant heaving resulting in ADA concerns. Working south, sidewalk and C&G conditions remain in Categories III and IV until reaching the mid-block alley.

The southern half of the block's sidewalk and C&G is mainly categorized as I and II with exception to the approach to the parking lot at 201 W Main Street. The approach is experiencing deterioration and cracking. The ADA Ramp located at the intersection with Main Street is in like new condition.

Recommendations: Most of the northern half of the block needs replacement with exception of a small portion of sidewalk and C&G. Recommend replacement of all Category III and IV portions of sidewalk and curb and C&G including northern ADA ramp.

The southern half of the block is in better condition, and for the most part is not in need of replacement. Recommend replacing the concrete approach to 201 W Main Street.

It should be noted that the northern portion replacements take precedence to replacements in the southern half of the block.



LEGEND	
CATEGORY I	
CATEGORY II	
CATEGORY III	
CATEGORY IV	

**2ND AVENUE - W. MAIN TO W. 1ST - EAST
INFRASTRUCTURE ASSESSMENT**

LAUREL URBAN RENEWAL DISTRICT



EXHIBIT
A



EXHIBIT B

PHOTOS

Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



1ST AVENUE WEST

Extents // West Main Street to West 1st Street

Part // West Right-of-Way



Description of Existing Sidewalk: Existing sidewalk and curb & gutter are present throughout the block in varying conditions. Stormwater inlets are present at the south and north ends. Back of sidewalk ties to buildings, parking areas, and landscaping areas. Pedestrian ramps are present at the north and south ends of the block, but not ADA compliant. Tree wells are present, with two existing trees near the north end.

Dimensions & Area: The existing sidewalk is approximately 10' in width throughout the block. Curb & gutter is generally 2.5' in width but varies in depth and shape. Organic growth was observed between the curb and sidewalk between the two trees, where curb and gutter shape varied.

Table 1. Concrete Breakdown

1st Ave - From Main St to W 1st St - Westside - Block 1		
Sidewalk		
Condition	Area (sf)	Notes
Category I	0	
Category II	2,652	Throughout
Category III	206	Alley
Category IV	503	Located in Northern Half
Total	3,361	
Curb & Gutter		
Condition	Length Feet (@ TBC)	Notes
Category I	0	
Category II	266	Throughout
Category III	20	Alley
Category IV	63	Located in Northern Half
Total	349	

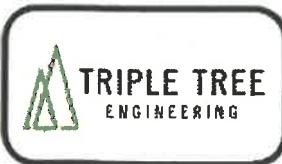
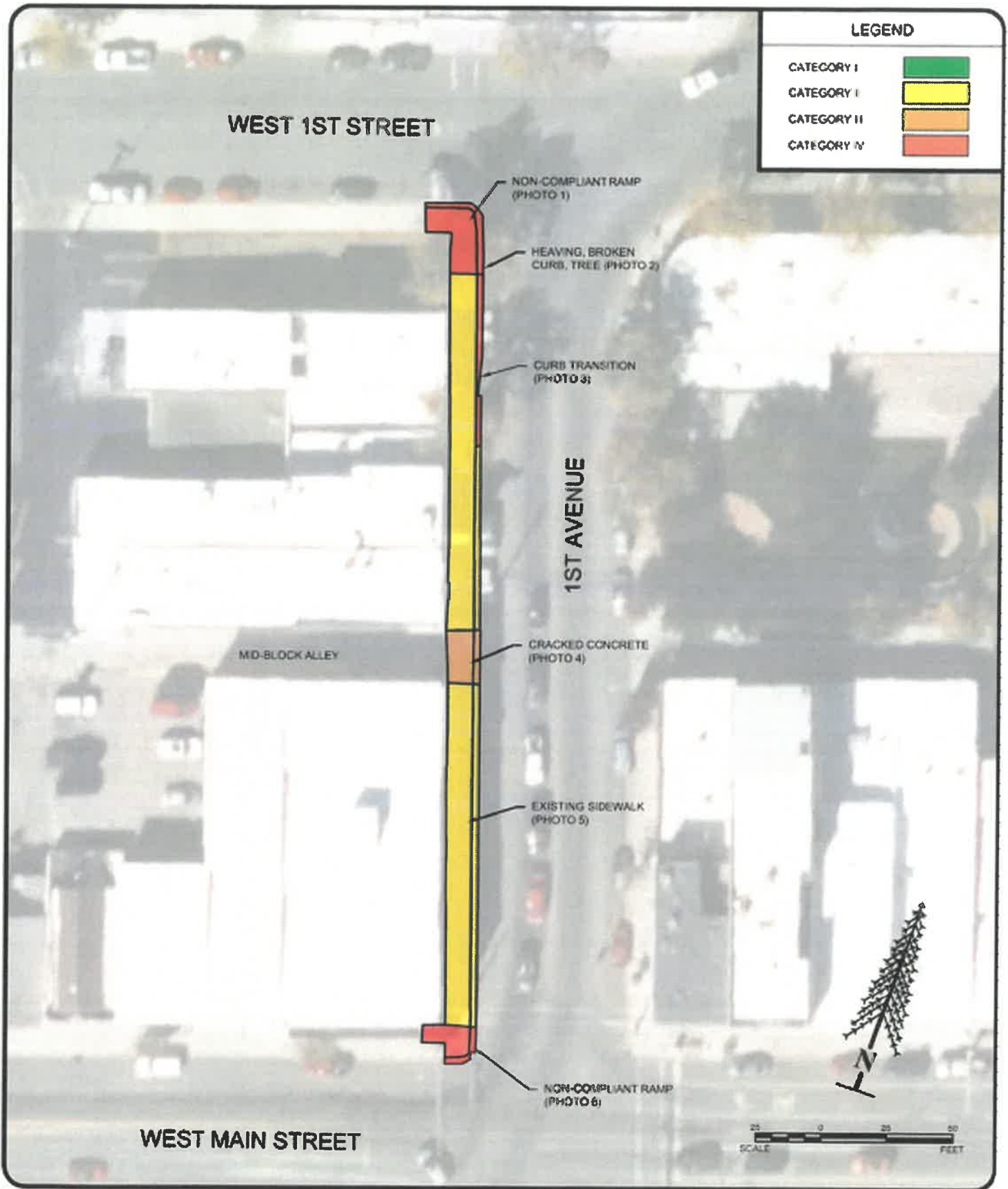
** All areas and dimensions are approximate.*

Condition Category(s): II, III, IV. Majority is category III and IV.

Comments: The northern ADA ramp is out of spec in both grade and dimensions. The southern ramp is out of spec in grade. Sidewalk panels near the trees have experienced uplift and cracking. Beyond the ADA ramps and trees, the overall sidewalk appears to be in good condition. A few large cracks were observed in the mid-block alley that could warrant replacement if a priority, but do not appear to have any functionality issues at this time.

The existing curb and gutter appeared to be in good condition as well, with exception of sections around the two existing trees. The trees have visibly pushed curb and gutter segments out, interrupting the flow path. Transition between curb and gutter shapes was observed near the most southern tree. This area appears to have additionally experienced settlement in varying areas causing a “wave” like profile within the gutter.

Recommendations: With 1st Avenue seeing a high volume of foot traffic, the ADA ramp replacement at both ends should be prioritized. The north ramp will abut other recommended replacements within sidewalk panels and curb and gutter, making a logical sequence to address all problems within that area.



**1ST AVENUE - W. MAIN TO W. 1ST - WEST
INFRASTRUCTURE ASSESSMENT**

LAUREL URBAN RENEWAL DISTRICT

EXHIBIT
A



EXHIBIT B

PHOTOS

Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



1ST AVENUE EAST

Extents // West Main Street to West 1st Street

Part // East Right-of-Way



Description of Existing Sidewalk: Existing sidewalk and curb & gutter are present throughout the block in varying conditions. Stormwater inlets are present at the south and north ends. Back of sidewalk ties to buildings, landscaping areas, decorative brick, and retaining walls. Decorative brickwork is included in the sidewalk near the open space area, just north of the alley. Concrete in this area appears to be more recent. There are ramps on both ends of the block, however the south ramp is not ADA compliant. The north ramp appears to be ADA compliant but is oriented diagonally, when only a perpendicular crossing to the West exists. Tree wells are present, with multiple trees.

Dimensions & Area: The existing sidewalk is approximately 10' in width throughout the block. Curb & gutter generally follows a standard 2' in width on the north half, and a 2.5' width on the south half. The sidewalk transitions between 2.5' and 2' just south of the mid-block alley.

Table 1. Concrete Breakdown

1st Ave - From Main St to W 1st St - Eastside - Block 1		
Sidewalk		
Condition	Area (sf)	Notes
Category I	192	South End
Category II	2,394	Throughout
Category III	489	Throughout
Category IV	685	Throughout
Total	3,760	
Curb & Gutter		
Condition	Length Feet (@ TBC)	Notes
Category I	23	South End
Category II	180	Throughout
Category III	92	Throughout
Category IV	87	Throughout
Total	382	

** All areas and dimensions are approximate.*

Condition Category(s): I, II, III, IV. All categories are present with majority being II and IV.

Comments: The northern ADA ramp appears to be within spec for grade and dimensions. The ramp is oriented diagonally, even though the only crossing is perpendicular, towards the west across 1st avenue. The crossing to the north is located around the block corner. Given the spread dynamic and lengthy sight distance of this intersection, consideration should be given to better organizing pedestrian traffic across the intersection. The southern ramp does not meet ADA specs and shows significant cracking within ramps and around poles.

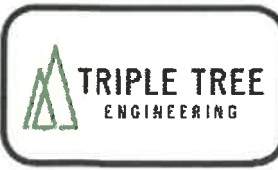
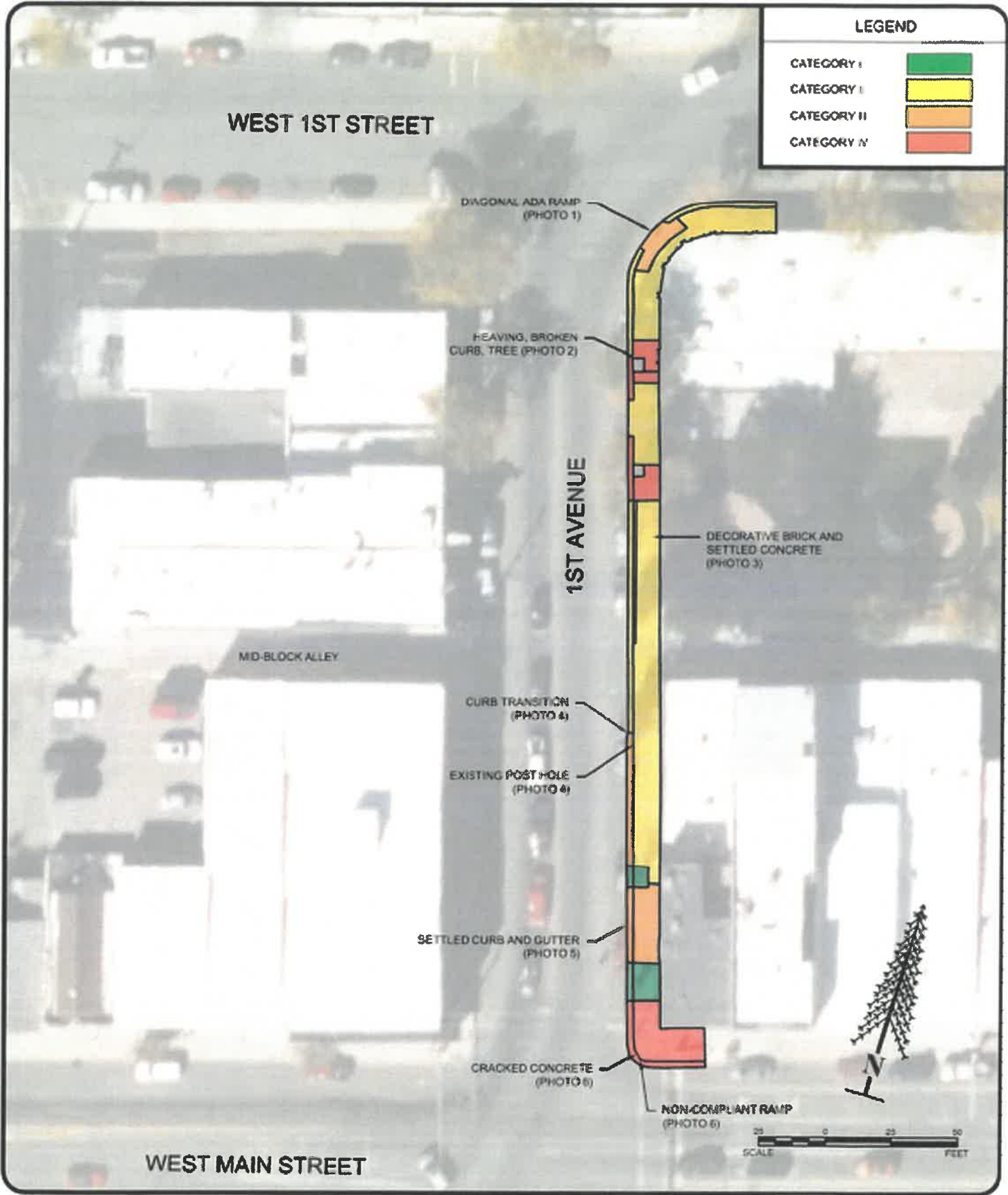
Segments of curb and gutter appear older and show signs of use, settlement has been observed near the south end. Trees have pushed out curb segments towards the north and are beginning to show effects on sidewalk panels.

Concrete sidewalk on the south end has miscellaneous holes from posts and showed signs of use, but appeared to be more cosmetic rather than functional or structural. Given the right situation, they could present a tripping hazard. Actions should be taken to address any holes or impressions posing risk or hazard, but may not require a full replacement

Recommendations: With 1st Avenue seeing a high volume of foot traffic, the ADA ramp replacement at the south end should be prioritized. The north ramp could stay in place; however, it would be logical to orient the ramp correctly to clearly demonstrate the direction of pedestrian traffic. Due to the jogged geometry of 1st Ave, the north crossing across 1st street should remain separate from the west crossing across 1st avenue.

Curb sections need replaced where trees have pushed them out, and in areas where older curbs show signs of deterioration. Some areas along the curbs show signs of settlement and should be addressed for drainage purposes. Near the open space, a newer strip of concrete behind the back of curb sits lower than the top of the curb. This is likely due to settlement and is not considered a critical part of the project but should be noted.

Trees have begun to break and uplift sidewalks on the north end; those panels should be replaced.



**1ST AVENUE - W. MAIN TO W. 1ST - WEST
INFRASTRUCTURE ASSESSMENT**

LAUREL URBAN RENEWAL DISTRICT

EXHIBIT
A



EXHIBIT B

PHOTOS

Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



1ST AVENUE WEST

Extents // West 1st Street to West 3rd Street

Part // West Right-of-Way



Description of Existing Sidewalk: Existing sidewalk and curb & gutter are present throughout the block in varying conditions. No stormwater inlets are present along 1st Avenue west in this segment. The back of sidewalk primarily ties to buildings, entrances, landscaping areas, and fence. No mid-block alley is present, however there is an approach for the existing drive-thru at the Altana credit union. Concrete in this area appears to be more recent. There are pedestrian ramps on both ends of the block, however neither ramp is ADA compliant. Additionally, an ADA ramp approach has been built on the sidewalk to access a business near the south end.

Dimensions & Area: The existing sidewalk is approximately 14.5' in width throughout the block. Curb & gutter is 2.5' in width around the south corner and then transitions into a standard 2' width.

Table 1. Concrete Breakdown

1st Ave - From Main St to W 1st St - Westside		
Sidewalk		
Condition	Area (sf)	Notes
Category I	0	
Category II	4,105	Central-North
Category III	0	
Category IV	1,440	South End
Total	5,545	
Curb & Gutter		
Condition	Length Feet (@ TBC)	Notes
Category I	0	
Category II	251	Central-North
Category III	44	South End
Category IV	48	South End
Total	343	

** All areas and dimensions are approximate.*

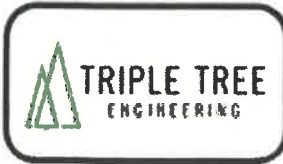
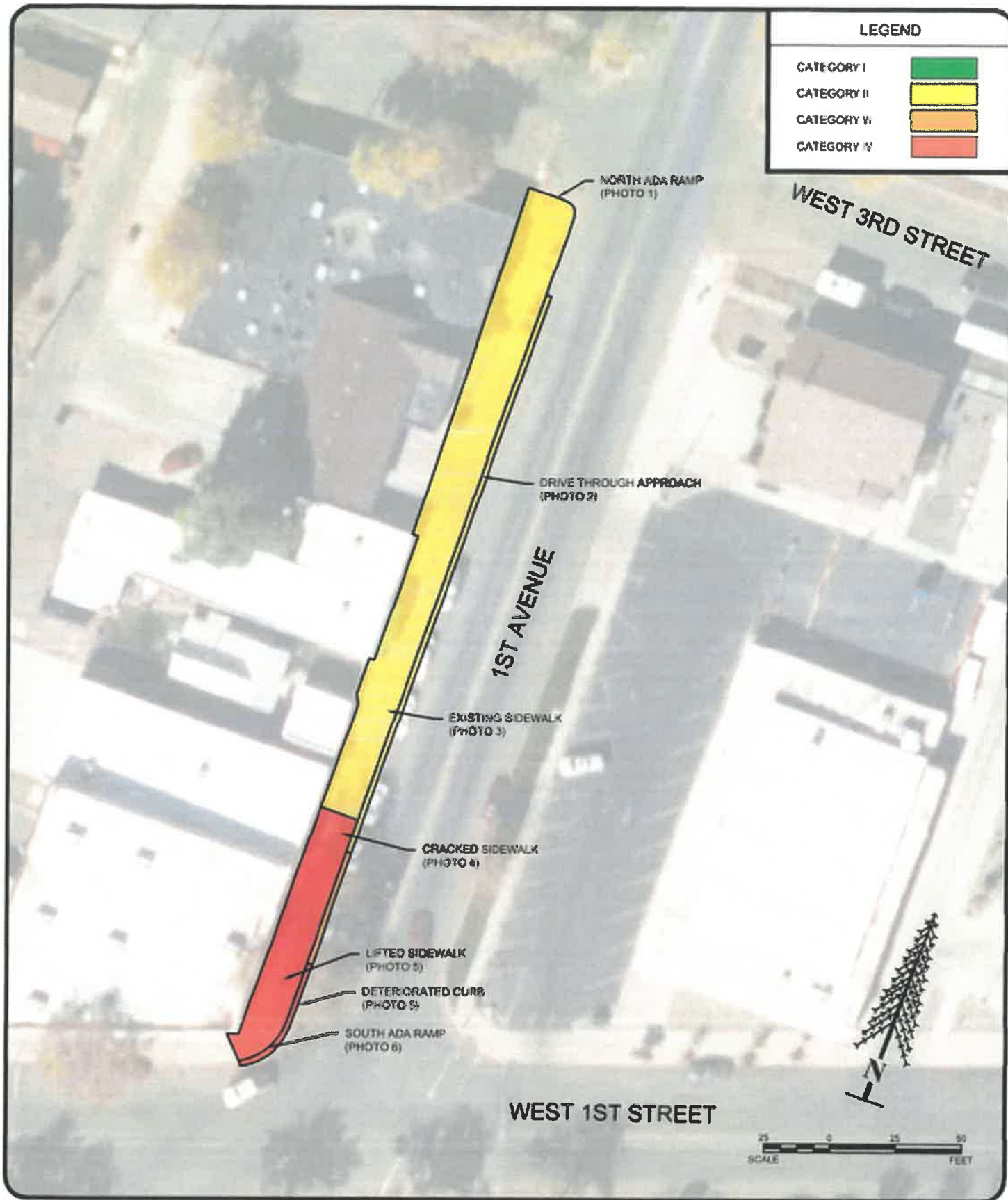
Condition Category(s): II, III, IV. Majority of existing conditions are class III throughout the central to north half of the block. Conditions near the south corner are classified as class IV.

Comments: The southern pedestrian ramp does not meet ADA requirements and adjacent curb and gutter shows signs of deterioration. All stormwater from the north flows into this gutter and is channeled around the corner to the drain on 1st Street, meaning this section of curb and gutter is critical for drainage purposes.

The trees in this area have also presented problems such as uplift and cracking. The trees do not have grates around the trunks. A few portions of sidewalk have been replaced within recent years and an additional ramp entrance into a business. Sidewalk in this vicinity shows signs of cracking.

The remaining sidewalk appears to be in good condition generally. A few cracks were observed within the drive-thru approach at the bank, but do not appear to compromise any functionality of the approach. The curb and gutter in front of the bank approach shows signs of wear and deterioration, this area could be replaced if considered a priority but is outside of the original project limits. The northern ADA ramp does not meet specifications, despite the concrete appearing to be in good condition and could be replaced if considered a priority but is outside of the original project limits.

Recommendations: With 1st Avenue seeing a high volume of foot traffic, the ADA ramp replacement at the south should be prioritized. Curb, gutter, and sidewalk panels in the adjacent areas also need to be replaced. The existing sidewalk in the central and northern part of the block do not present signs warranting full replacement, but should be monitored in the future where existing cracks are located. Sealing existing cracks in the concrete could be considered as an alternative to help prevent weathering and deterioration. Consideration should be given to removing the trees on the north end to prevent foreseeable uplift and cracking on the sidewalk that appears to be in good condition currently.



**1ST AVENUE - W. 1ST TO W. 3RD - WEST
INFRASTRUCTURE ASSESSMENT**

LAUREL URBAN RENEWAL DISTRICT

EXHIBIT
A



EXHIBIT B

PHOTOS

Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



MAIN STREET

**Extents // 2nd Ave West
to 1st Ave West**

**Part //
North Right-of-Way**



Description of Existing Sidewalk: Existing sidewalk and curb & gutter are present throughout the block, primarily in Class II condition. Stormwater inlets are present at the East and West ends, with an additional inlet near the center of the block. Back of sidewalk ties to buildings and entrances. One lot near the west end contains a drive approach through the sidewalk. Concrete throughout the block (between ramps) appears to be more recent. Tree wells are present, with multiple trees throughout the block.

Dimensions & Area: The existing sidewalk is approximately 12.5' in width throughout the block. Curb & gutter generally follows a standard 2' width.

Table 1. Concrete Breakdown

Main Street - From 2nd Ave to 1st Ave - Northside		
Sidewalk		
Condition	Area (sf)	Notes
Category I	0	
Category II	3,454	Throughout
Category III	110	-
Category IV	0	-
Total	3,564	
Curb & Gutter		
Condition	Length Feet (@ TBC)	Notes
Category I	0	
Category II	305	Throughout
Category III	0	-
Category IV	0	-
Total	305	

* All areas and dimensions are approximate.

Condition Category(s): II, III. All concrete is class II with exception to small area of class III sidewalk adjoining the east pedestrian ramp which needs replaced.

Comments: Generally, all sidewalk and curb and gutter appear to be in good condition and displayed minimal signs of deterioration or wear. Cracking and fragmentation were observed on the far east end surrounding traffic signs and signal poles.

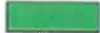



One crack was observed from a tree well, but the crack was limited to the singular concrete panel around the tree. The panel did not display vertical separation between the cracks.

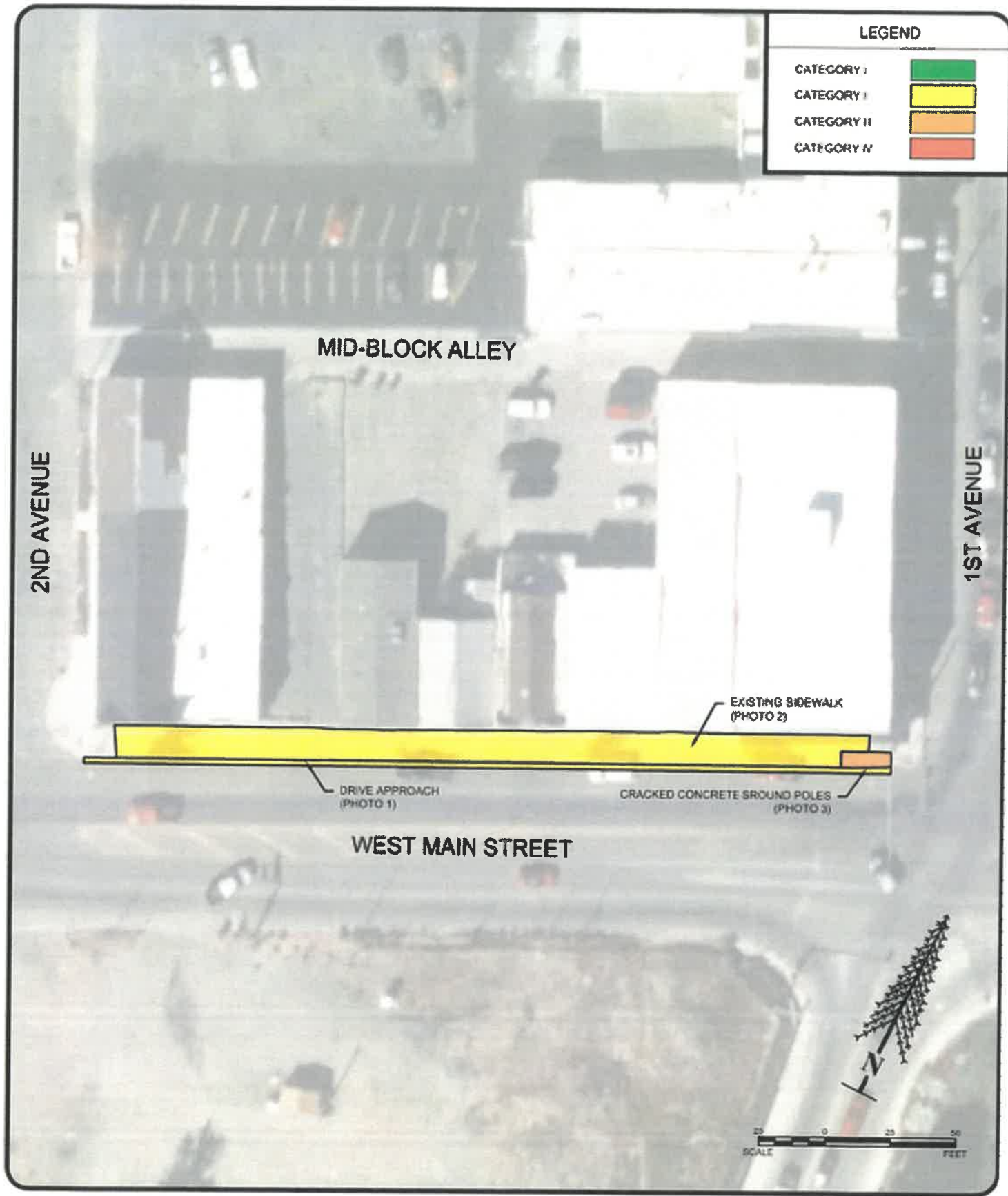
The sidewalk along the drive approach appears to be in satisfactory condition compared to other sidewalk approaches observed in the survey.

Recommendations: Because the adjacent ADA ramp will be replaced at the east end, the cracked panels bordering the ramp should additionally be replaced.

Consideration should be given to removing existing trees throughout the block prior to them damaging sidewalk via cracking or uplift as displayed in other areas of the survey.

LEGEND

CATEGORY I	
CATEGORY II	
CATEGORY III	
CATEGORY IV	



**MAIN ST - 2ND AVE TO 1ST AVE
INFRASTRUCTURE ASSESSMENT**

LAUREL URBAN RENEWAL DISTRICT

E.43-131T

A



EXHIBIT B

PHOTOS

Photo 1



Photo 2



Photo 3



MAIN STREET

**Extents // 1st Ave to
Montana Ave**

Part //

North Right-of-Way

Description of Existing Sidewalk: Existing sidewalk and curb & gutter are present throughout the block in varying conditions. Stormwater inlets are present at the east and West ends. The east inlet was filled with debris. Back of sidewalk ties to buildings and entrances. There are pedestrian ramps on both ends of the block, however neither are ADA compliant. Tree wells are present, without any trees in place.

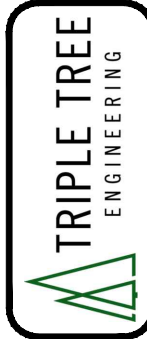
Dimensions & Area: The existing sidewalk is approximately 12' in width throughout the block. Curb & gutter follows a 2' width on the east end and transitions to a 2.5' width closer towards the west.

Table 1. Concrete Breakdown

Main Street - From 1st Ave to MT Ave - Northside		
Sidewalk		
Condition	Area (sf)	Notes
Category I	0	
Category II	2,611	Throughout
Category III	104	1 section, east side
Category IV	735	Sp



EXHIBIT 2 Draft Proposed Project Map



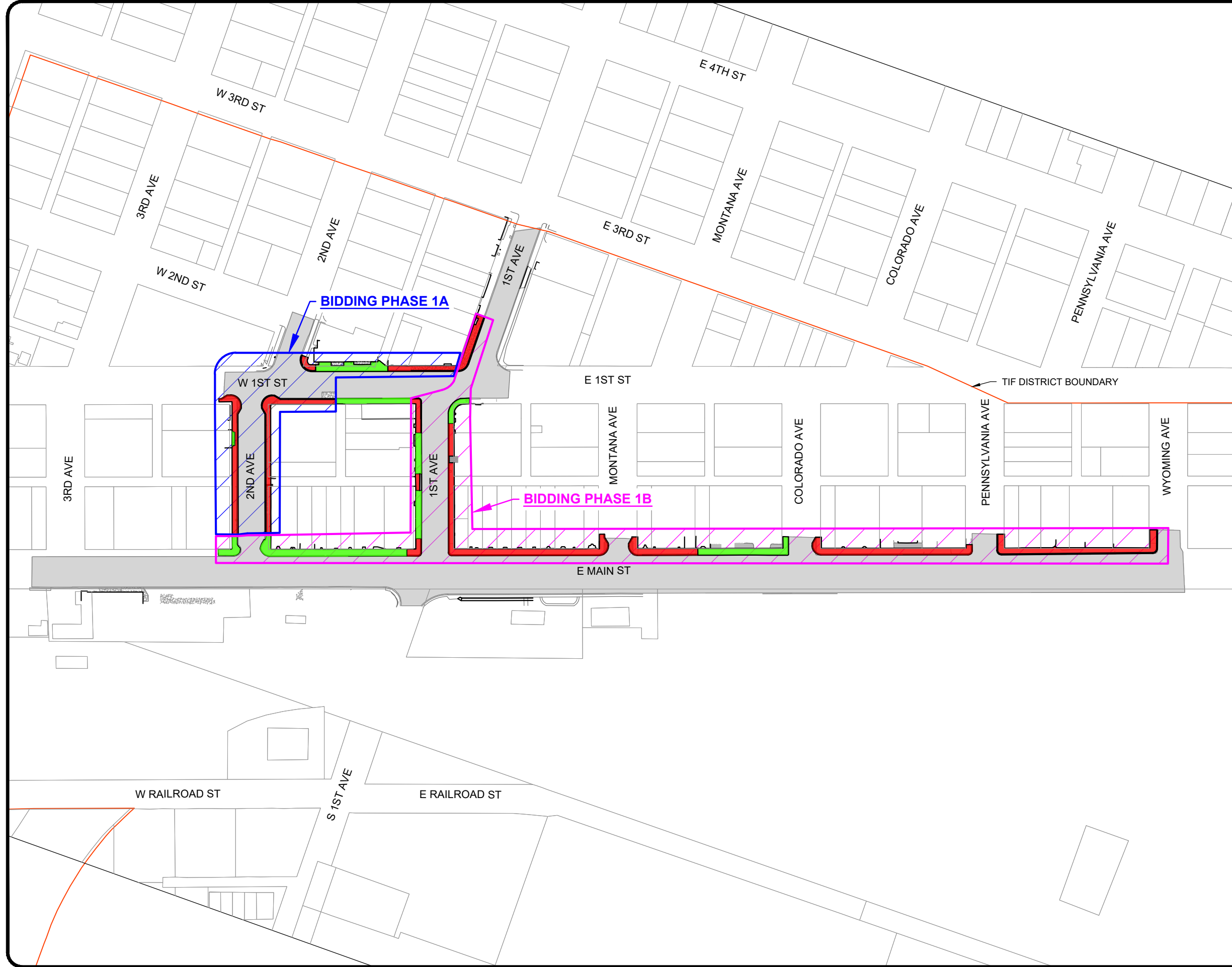
REVISIONS	DESCRIPTION	DATE

NOTES

- 32,401 SF SIDEWALK REPLACEMENT (APPX)
- 2,757 LF CURB AND GUTTER REPLACEMENT (APPX)

LEGEND

- FULL REPLACEMENT
- NOT DISTURBED



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CONSTRUCTION

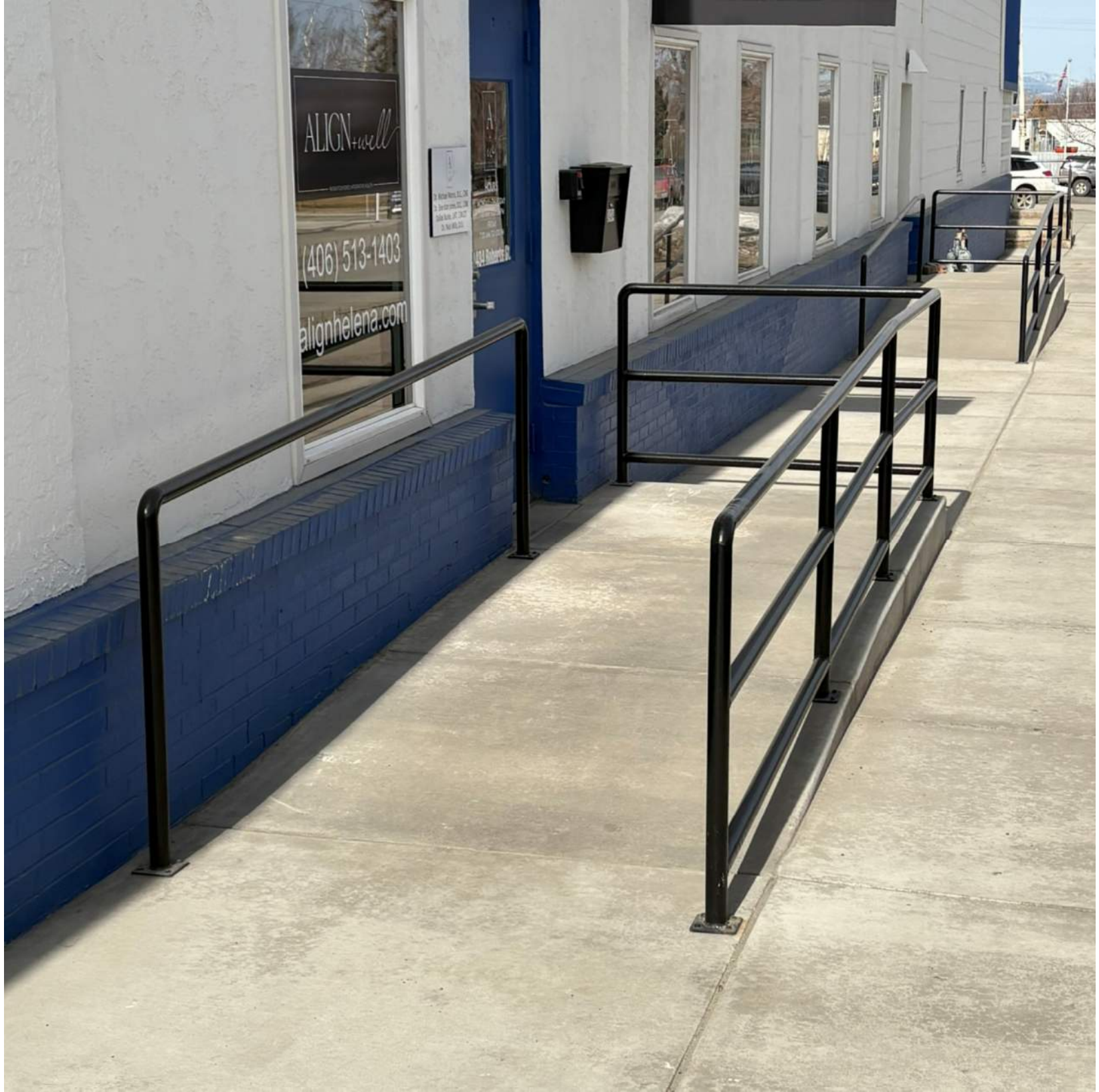
LURA NORTH SIDEWALKS & LIGHTING
LAUREL URBAN RENEWAL ASSOCIATION
LAUREL, MONTANA

PROJECT #	24-105
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DATE:	02/2024
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Mar 12, 2025 - 1:58pm - P:\Laurel\24-105 LURA North Sidewalks & Lighting TO - 2\Design\CADD\Exhibits\OVERALL PROPOSED MAP.dwg



EXHIBIT 3 Private Building ADA Accessibility Photos



12 FIRST AVE.







EXHIBIT 4
10% Lighting Plans/Preliminary Lighting Layout

ELECTRICAL LEGEND

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ELECTRICAL ABBREVIATIONS

ABBREV.	DEFINITION	ABBREV.	DEFINITION
AFG	ABOVE FINISHED GRADE	MIN	MINIMUM
AHJ	AUTHORITY HAVING JURISDICTION	MM	MULTIMODE FIBER OPTIC CABLE
AL	ALUMINUM	N)	NEW
ARCH	ARCHITECT	NA	NOT APPLICABLE
AWG	AMERICAN WIRE GAUGE	NEC	NATIONAL ELECTRIC CODE
BB	BACKBONE	O	OWNER
BEP	BUILDING ENTRANCE PROTECTOR	OVRD	OVERRIDE BUTTON
BFG	BELOW FINISHED GRADE	OC	ON CENTER
BLDG	BUILDING	OD	OUTSIDE DIAMETER
BO	BY OTHERS	OFCI	OWNER FURNISHED; CONTRACTOR INSTALLED
BOD	BOTTOM OF DEVICE	OFOI	OWNER FURNISHED; OWNER INSTALLED
BOF	BOTTOM OF FIXTURE	OSP	OUTSIDE PLANT
BRK	BREAKER	P	PHASE
C	CONDUIT	PC	PLUMING CONTRACTOR
CC	CONTACT CLOSURE	POE	POWER OVER ETHERNET
COD	CENTER OF DEVICE	PR	PAIR
COM	COMMON	PS	POWER SUPPLY
COMM	COMMUNICATION	PWR	POWER
CT	COUNT	(RL)	REMOVE AND RELOCATE
CU	COPPER	(RE)	REMOVE
(D)	DEMOLISH	RECP	RECEPTACLE
DB	DIRECT BURIAL	REV	REVISION
DIA	DIAMETER	RMC	RIGID METALLIC CONDUIT
DISC	DISCONNECT	RNC	RIGID NONMETALLIC CONDUIT
DWG	DRAWING	SCHED	SCHEDULE
(E)	EXISTING TO REMAIN	SHT	SHEET
EC	ELECTRICAL CONTRACTOR	SM	SINGLEMODE FIBER OPTIC CABLE
ELEC	ELECTRICAL	SMT	SURFACE MOUNT
EMT	ELECTRICAL METALLIC TUBING	SP	SURGE PROTECTOR
ENCL	ENCLOSURE	SPEC	SPECIFICATION
EQPMT	EQUIPMENT	STP	SHIELDED TWISTED PAIR
FB	FIBER BACKBONE, FLOOR BOX	TB	TERMINATION BLOCK(S)
FLEX	FLEXIBLE CONDUIT	TBD	TO BE DETERMINED
G	GROUND	TC	TELECOMMUNICATIONS CONTRACTOR
GC	GENERAL CONTRACTOR	TOD	TOP OF DEVICE
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	TYP	TYPICAL
IMC	INTERMEDIATE METAL CONDUIT	U	UNIT
J-BOX	JUNCTION BOX	UG	UNDERGROUND
KS	KEY SWITCH ABBREVIATIONS	UON	UNLESS OTHERWISE NOTED
KW	KILOWATT(S)	UPS	UNINTERRUPTIBLE POWER SUPPLY
LED	LIGHT EMITTING DIODE	UTP	UNSHIELDED TWISTED PAIR
LTS	LIGHTS	VA	BOLT AMPERES
MC	MECHANICAL CONTRACTOR	W/	WITH
MECH	MECHANICAL	WP	WEATHERPROOF
MFR	MANUFACTURER	XFMR	TRANSFORMER

POWER DEVICES

	DUPLEX RECEPTACLE SUBSCRIPT INDICATES TYPE: GFCI GROUND FAULT CIRCUIT INTERRUPTER WP WEATHERPROOF WR WEATHER-RESISTANT FILLED CENTER INDICATES GFCI DEVICE
	RELAY
	FUSED DISCONNECT SWITCH
	PAD MOUNTED UTILITY TRANSFORMER
	ELECTRICAL PANEL - SEE PANEL SCHEDULES FOR MOUNTING CONFIGURATION

LIGHTING DEVICES

	ROUND HEAD POLE MOUNTED SITE LIGHT FIXTURE.
--	---

MISCELLANEOUS LEGEND

	REFER TO ELECTRICAL NOTES
	HOMERUN TO ELECTRICAL PANEL
	UNDERGROUND OR BURIED CIRCUIT

ELECTRICAL SHEET LIST

E1.0	ELECTRICAL COVER
E5.0	ELECTRICAL PEDESTRIAN LIGHTING PLAN - PHASE 1 - NORTH OVERALL PLAN
E5.1	ELECTRICAL PEDESTRIAN LIGHTING PLAN - PHASE 1 - AREA 1 ENLARGED PLAN
E5.2	ELECTRICAL PEDESTRIAN LIGHTING PLAN - PHASE 1 - AREA 2 ENLARGED PLAN
E5.3	ELECTRICAL PEDESTRIAN LIGHTING PLAN - PHASE 1 - AREA 3 ENLARGED PLAN
E5.4	ELECTRICAL PEDESTRIAN LIGHTING PLAN - PHASE 1 - AREA 4 ENLARGED PLAN
E6.0	ELECTRICAL SCHEDULES AND DETAILS
E6.1	ELECTRICAL SCHEDULES AND DETAILS
E6.2	ELECTRICAL SCHEDULES AND DETAILS



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 NOT FOR
 CONSTRUCTION**

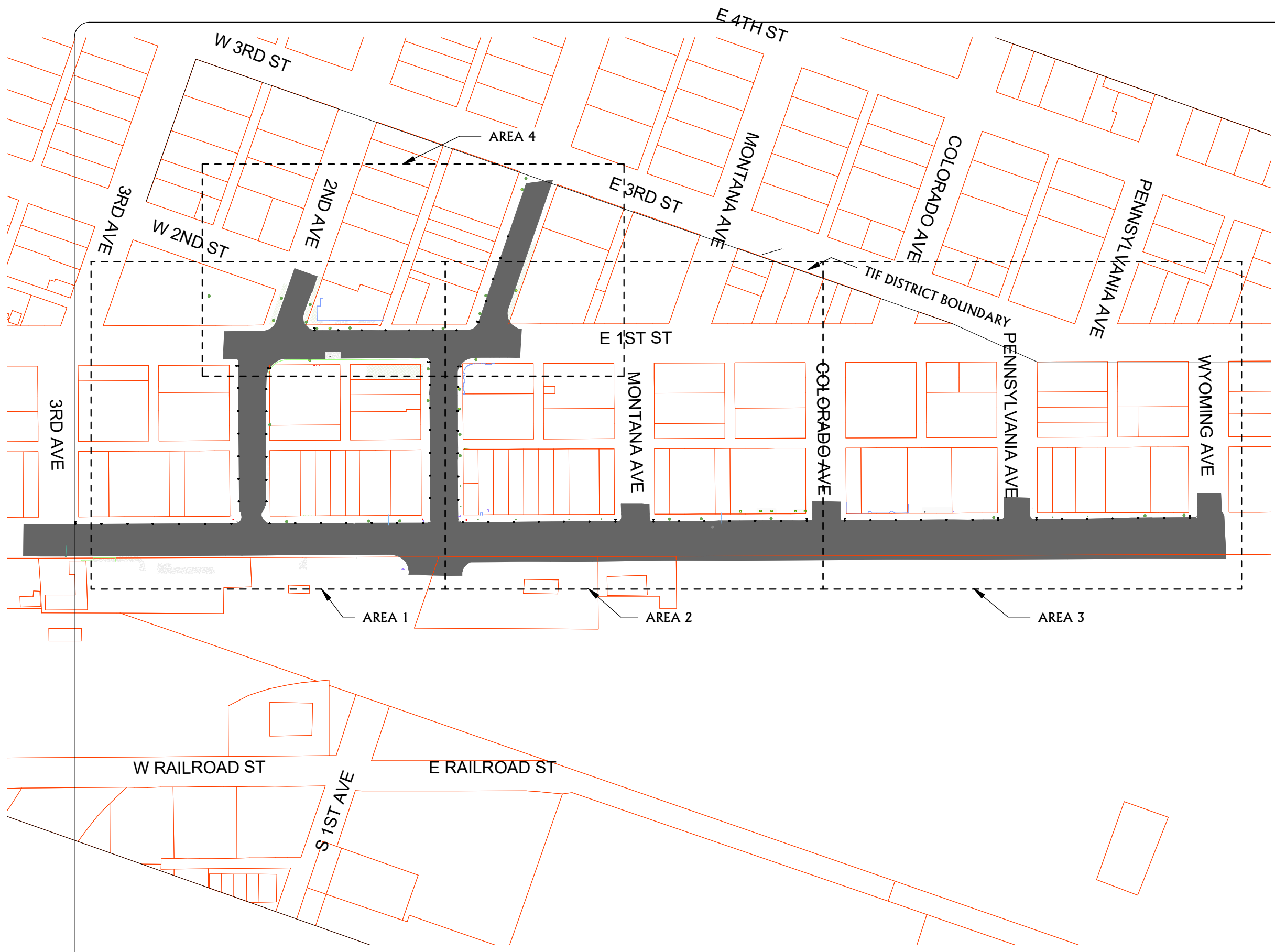
REVISIONS	DESCRIPTION
DATE	

LURA NORTH SIDEWALKS AND LIGHTING
 LAUREL URBAN RENEWAL DISTRICT
 LAUREL, MONTANA
PROJECT EXTENTS

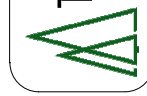
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DATE:	03/2025

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E1.0

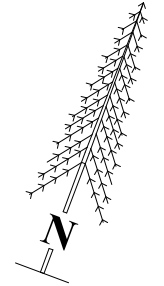



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TRIPLE TREE
 ENGINEERING

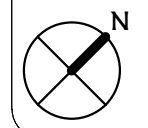
REVISIONS	DATE	DESCRIPTION

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PROJECT EXTENTS



100 0 100 200
 SCALE - 1" = 200' FEET

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1
 E5.0

ELECTRICAL PEDESTRIAN LIGHTING PLAN - PHASE 1 - NORTH OVERALL PLAN
 1" = 200'-0"

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CHECKED BY:	XXX
DATE:	03/2025

SHEET

E5.0

ELECTRICAL KEYNOTES

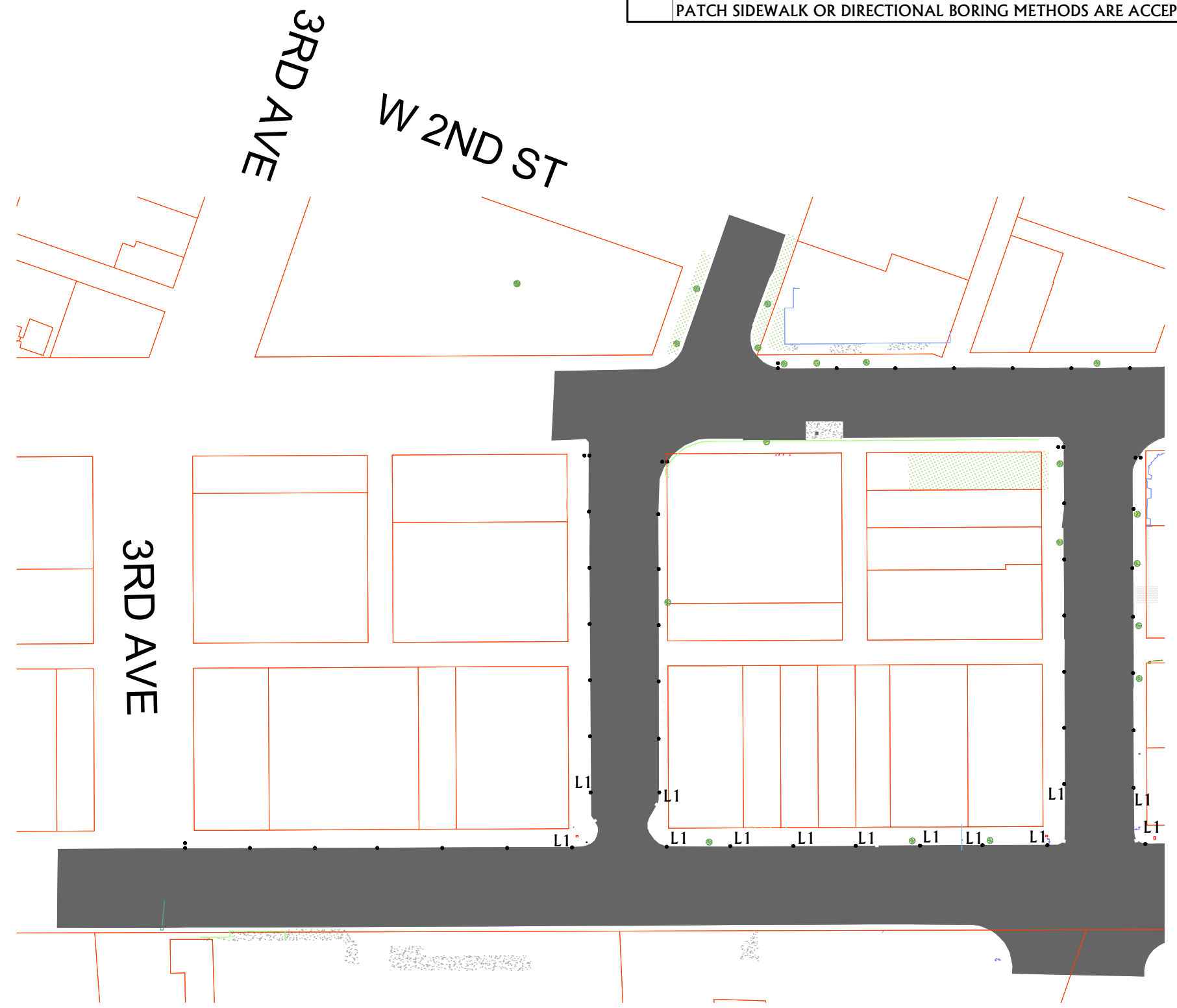
ELECTRICAL GENERAL NOTES

- A CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO BIDDING.
- B PROVIDE LIGHT POLE ASSEMBLIES WITH ALL ASSOCIATED COMPONENTS NECESSARY FOR A COMPLETE SYSTEM INCLUDING ANCHOR BOLTS.
- C COORDINATE SAW CUTTING AND REMOVAL REQUIREMENT WITH THE CIVIL CONTRACTOR.
- D ALL CONDUIT AND WIRE SHALL BE INSTALLED BELOW GRADE. SAWCUT, TRENCH BACKFILL AND PATCH SIDEWALK OR DIRECTIONAL BORING METHODS ARE ACCEPTABLE.

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1
E5.1

ELECTRICAL PEDESTRIAN LIGHTING PLAN - PHASE 1 - AREA 1 ENLARGED PLAN
 1" = 100'-0"

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LAUREL URBAN RENEWAL DISTRICT
 LAUREL, MONTANA

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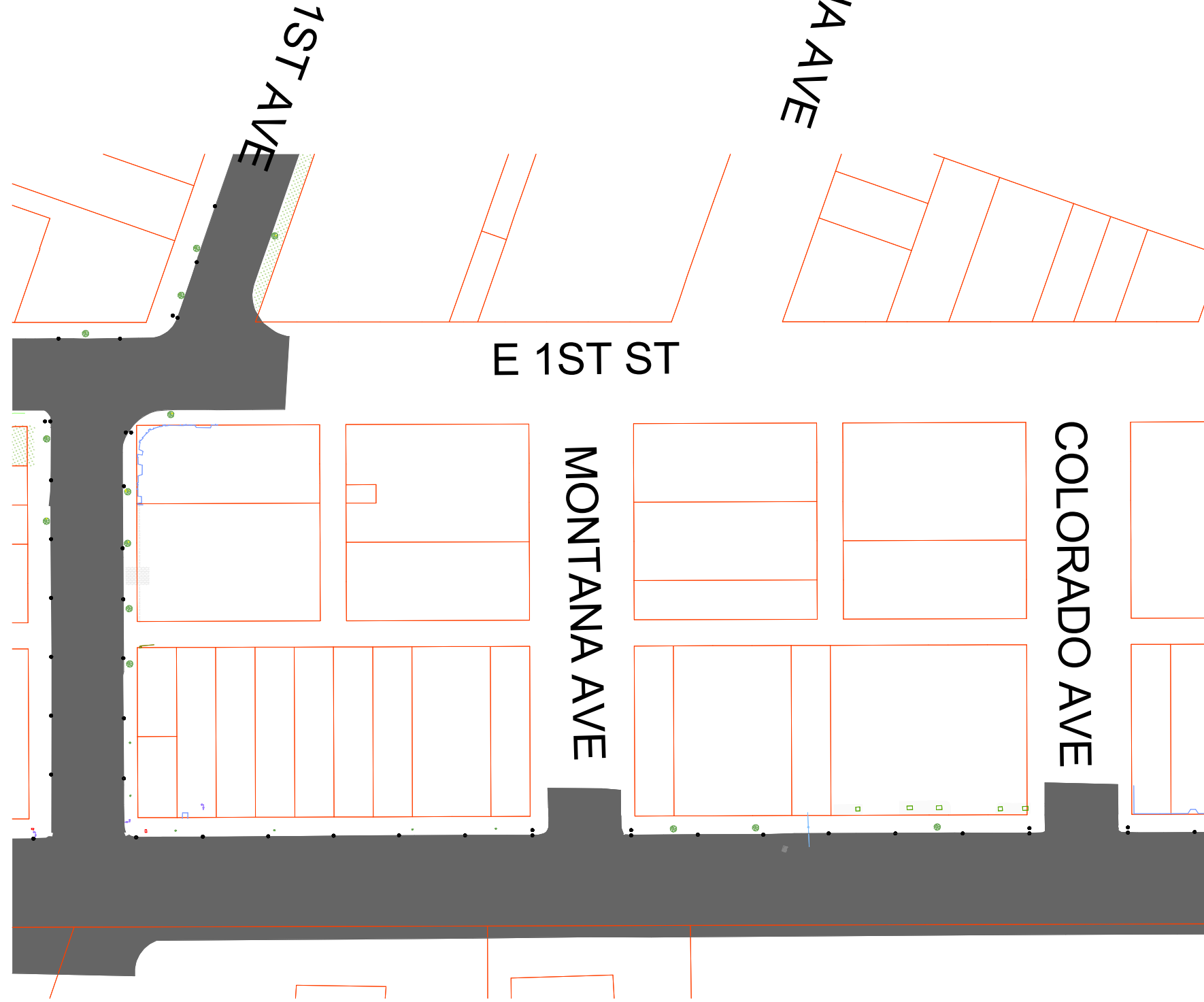
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ELECTRICAL KEYNOTES

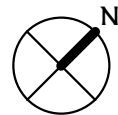
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1
E5.2

ELECTRICAL PEDESTRIAN LIGHTING PLAN - PHASE 1 - NORTH ENLARGED PLAN
 1" = 100'-0"

DATE	DESCRIPTION

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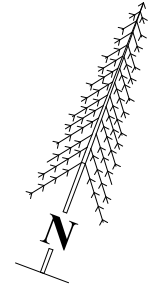
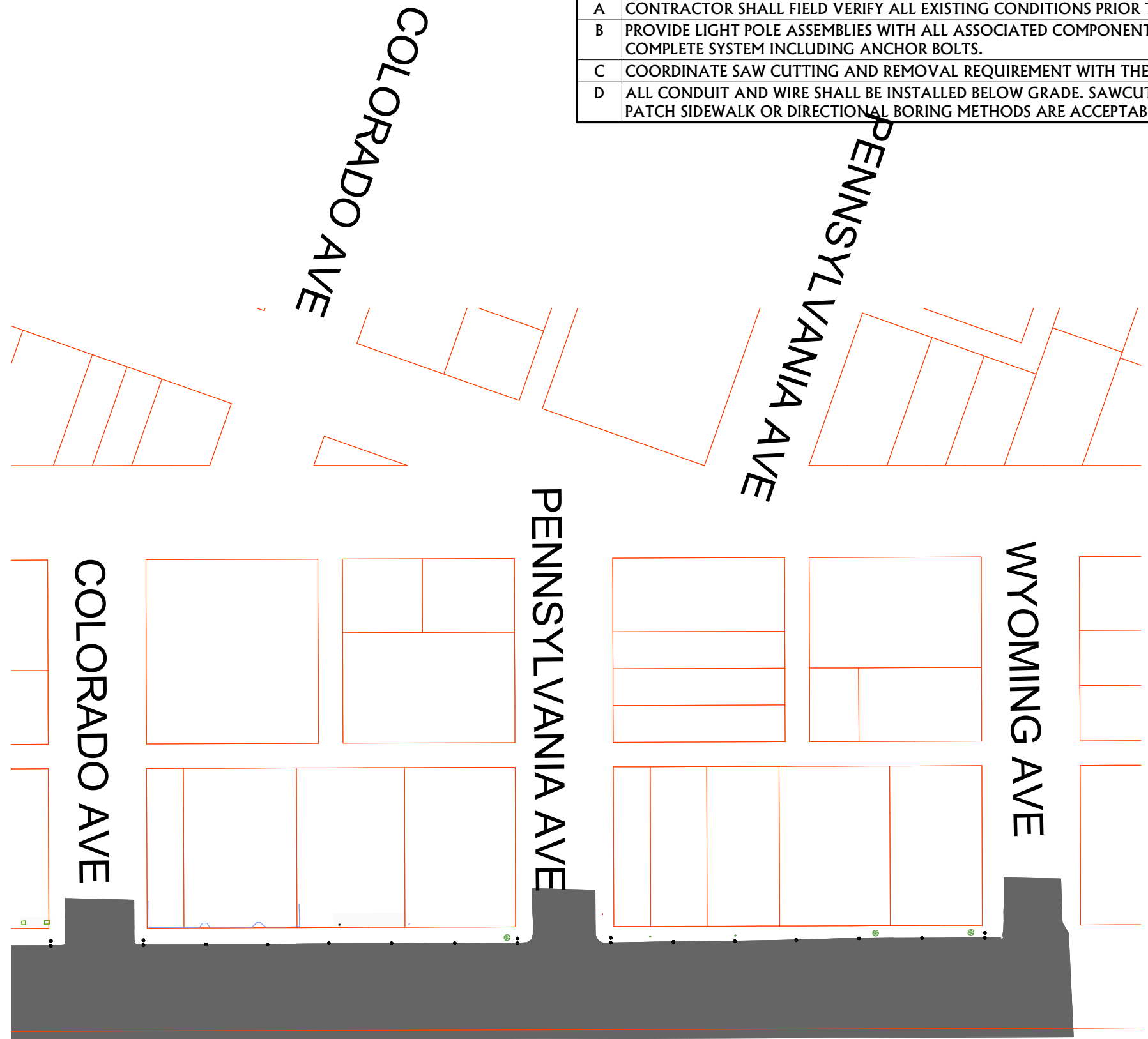
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ELECTRICAL KEYNOTES

ELECTRICAL GENERAL NOTES

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1
E5.3

ELECTRICAL PEDESTRIAN LIGHTING PLAN - PHASE 1 - NORTH ENLARGED PLAN
 1" = 100'-0"

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E5.3

ELECTRICAL KEYNOTES

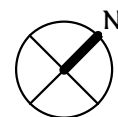
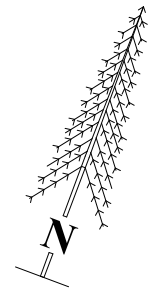
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REVISIONS	DATE	DESCRIPTION



1
E5.4

ELECTRICAL PEDESTRIAN LIGHTING PLAN - PHASE 1 - NORTH ENLARGED PLAN
 1" = 100'-0"

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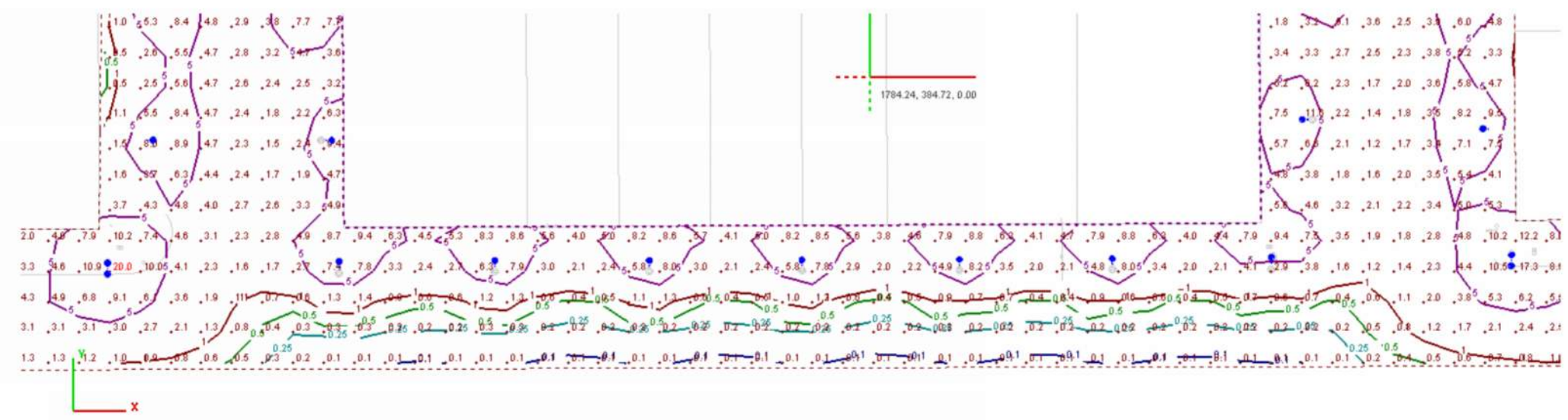
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E5.4

Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Plot
	L1		66	Holophane	GBLB3 P50 30K XXXXX SG3	GlasWerks Prismatic LED Bern, P50 Performance Package, 3000K CCT, Sag Glass Type 3	1	9149	1	80	 Max: 4788cd
	L2		16	Holophane	GBLB3 P50 30K XXXXX SG3	GlasWerks Prismatic LED Bern, P50 Performance Package, 3000K CCT, Sag Glass Type 3	1	9149	1	160	 Max: 4788cd

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PATHWAY	+	3.4 fc	20.0 fc	0.0 fc	N/A	N/A



1

LIGHTING CALCULATION LIGHTING CALCULATION

NOT TO SCALE

10%
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REVISIONS	DESCRIPTION
DATE	

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 LAUREL URBAN RENEWAL DISTRICT
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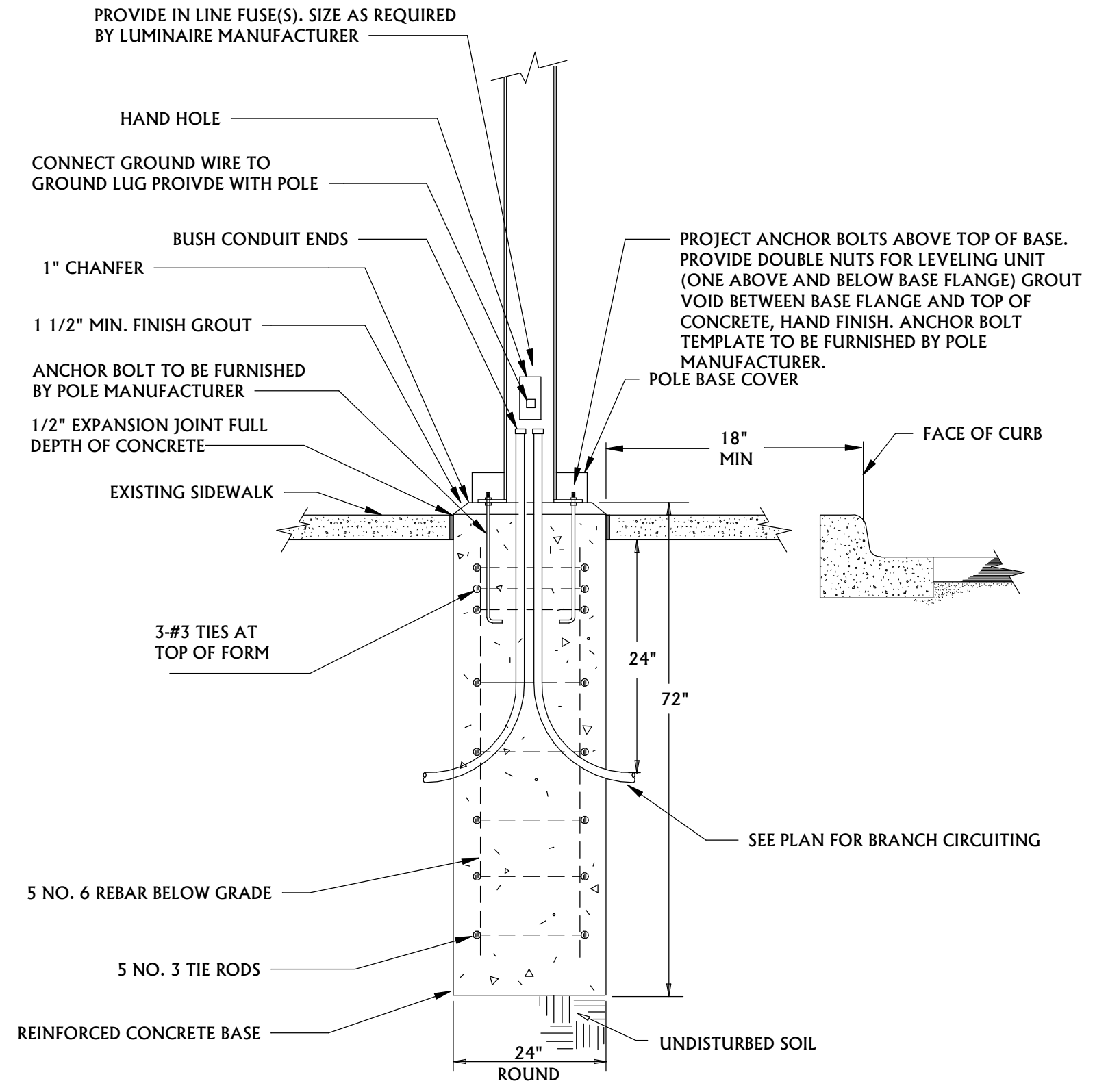
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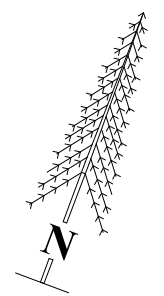
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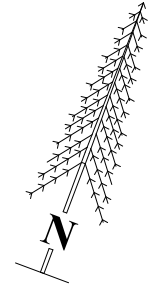
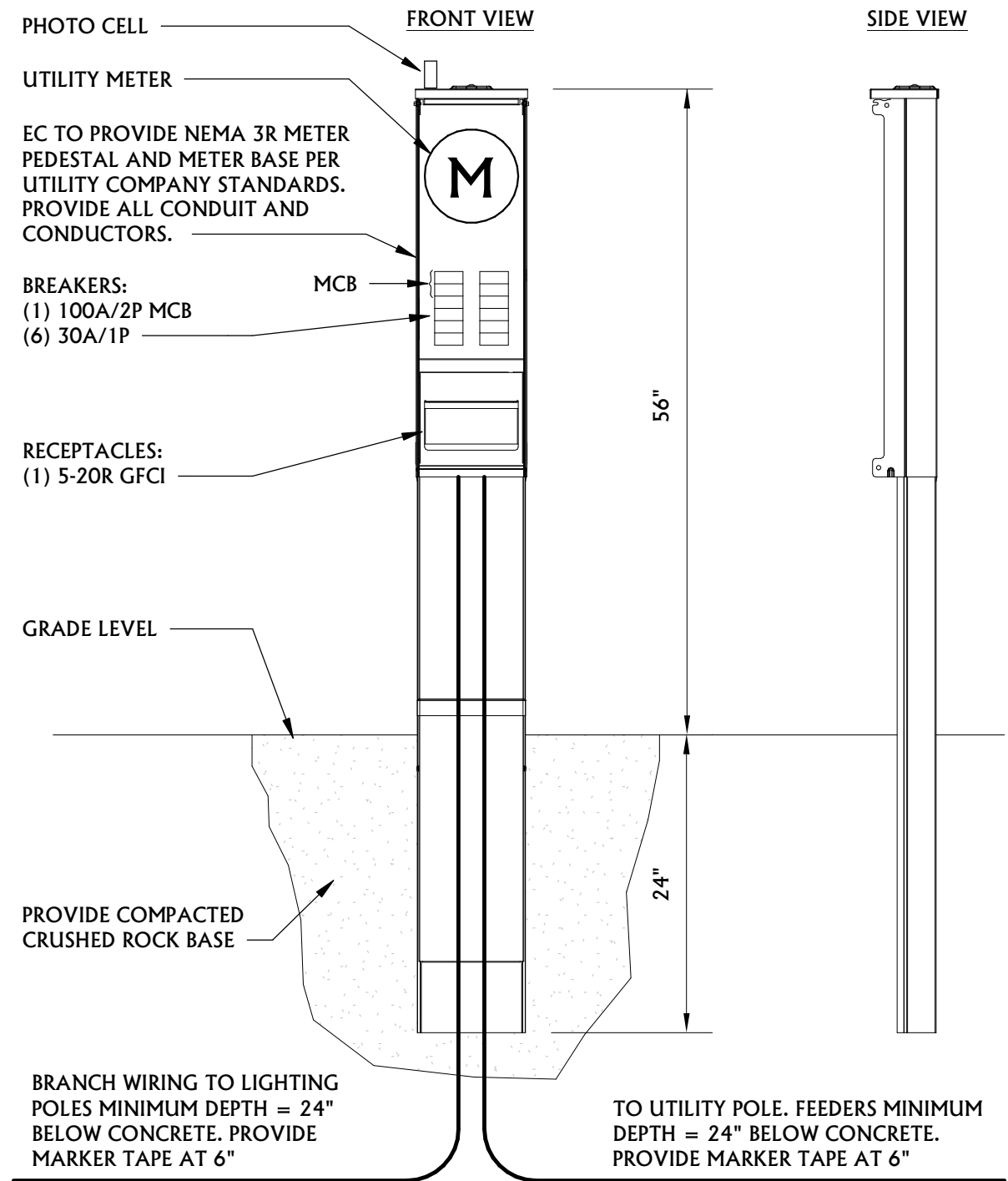


1 POLE BASE IN SIDEWALK
 NOT TO SCALE

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1 **POWER PEDESTAL**
 NOT TO SCALE

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E6.2