

**RESOLUTION NO. R08-22**

**A RESOLUTION TO ADOPT THE  
CITY OF LAUREL ANNEXATION POLICY**

WHEREAS, it is necessary for the City of Laurel to properly guide and monitor growth that is in the best interests of the City and its citizens; and

WHEREAS, it is appropriate for the City Council to adopt an Annexation Policy that governs proposed annexations to the City in accordance with Ordinance No. O08-02 § 16.12.020; and

WHEREAS, the City Council has reviewed and accepted the attached Annexation Policy for the City of Laurel.

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

The Council hereby adopts the City of Laurel Annexation Policy in its current form and content. All resolutions adopting any other annexation policies that conflict or are inconsistent with these policies are hereby repealed, voided and of no further effect.

BE IT FURTHER RESOLVED that this Resolution shall be enforceable on the effective date of Ordinance No. O08-02.

Introduced at a regular meeting of the City Council on March 4, 2008, by Council Member  
Hart.


PASSED and APPROVED by the City Council of the City of Laurel this 4<sup>th</sup> day of March, 2008.

APPROVED by the Mayor this 4<sup>th</sup> day of March, 2008.

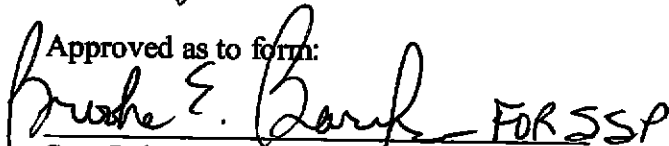
CITY OF LAUREL

  
Kenneth E. Olson, Jr., Mayor

ATTEST:

  
Mary K. Embleton, Clerk-Treasurer

Approved as to form:

  
FOR SSP  
Sam Painter, Legal Counsel  
Elk River Law Office, P.L.L.P.

## **CITY OF LAUREL ANNEXATION POLICY**

**Service outside city limits—Conditions.** No water or sewer services shall be extended outside of the incorporated city limits without meeting the following conditions:

- A. The property and improvements are in the same condition as is required for properties and improvements within the city's corporate limits;
- B. The city system is capable of serving the area;
- C. The extension is in the best interest of the city;
- D. The cost of the extension shall be at the expense of the requesting party;
- E. The city council has granted its approval. (Prior code § 18.76.010(A)); and
- F. The property is annexed.

### **Consent to Annexation and/or Waiver of Protest.**

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

### **Annexation Fee.**

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

### **Annexation Criteria and Requirements.**

- A. The City Council shall consider the following criteria when it receives a written petition for annexation:
  - The property must be located within an area identified by city staff as a location for future city annexation or annexation of the property will promote orderly growth of the city to protect the health, safety and welfare in areas intensely utilized for residential, commercial, institutional and governmental purposes;
  - The city must be able to provide adequate city services within a time period mutually agreed to by the property owner requesting annexation and the city;
  - Existing or proposed public improvements within the area to be annexed must meet all city standards. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city a bond or letter of credit that equals 125% of the estimated engineering costs for the construction of improvements. If the property owner fails to construct the improvements or to obtain the agreed upon engineering, the city shall utilize the bond or letter of

credit to pay for the construction, including engineering; In accordance with GASB-34, the Developer or Landowner shall provide the city the total cost and/or value of the improvements including, but not limited to, parks, sidewalks, curb and gutter, lift stations, and sewer and water lines, that are conveyed to the city.

- All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts for engineering and construction of improvements including, but not limited to, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the city;
- All residential property owners must execute a Waiver of Right-to-Protest the creation of Special Improvement Districts for engineering and construction of improvements including, but not limited to, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the city;
- Residential densities within the area to be annexed must be rezoned at a minimum density of R-7500 or greater; and
- The proposed land use within the area to be annexed must conform to the goals of the Laurel-Yellowstone City-County Planning Board Growth Policy.

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

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

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

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

**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: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

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: \_\_\_\_\_  
Lot size: \_\_\_\_\_  
Present use: \_\_\_\_\_  
Planned use: \_\_\_\_\_  
Present zoning: \_\_\_\_\_  
(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: \_\_\_\_\_  
Cost of extension of approved service: \_\_\_\_\_  
How cost determined: \_\_\_\_\_  
Timeframe for installation: \_\_\_\_\_

Sewer Service:  
Location of existing main: \_\_\_\_\_  
Cost of extension of approved service: \_\_\_\_\_  
How cost determined: \_\_\_\_\_

Timeframe for installation: \_\_\_\_\_

How financed: \_\_\_\_\_

**Streets:**

Is there any adjoining County ROW to the proposed annexation: \_\_\_\_\_

Location of existing paved access: \_\_\_\_\_

Cost of paving: \_\_\_\_\_

How cost determined: \_\_\_\_\_

Timeframe for construction: \_\_\_\_\_

**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 \_\_\_\_\_

\_\_\_\_\_.





ORDINANCE NO. 008-02

ORDINANCE ADOPTING ANNEXATION REGULATIONS FOR  
THE CITY OF LAUREL FOR INCORPORATION IN CHAPTER 16  
OF THE LAUREL MUNICIPAL CODE.

WHEREAS, Ordinance No. O07-01 adopted April 3, 2007 repealed Chapter 16 of the Laurel Municipal Code in its entirety in order to comply with changes adopted by the State of Montana Legislature; and

WHEREAS, the repealed Chapter 16 of the Laurel Municipal Code provided for annexation regulations while the newly adopted Chapter 16 of the Laurel Municipal Code did not contain specific annexation procedures; and

WHEREAS, annexation regulations are necessary for the City of Laurel to properly guide and monitor growth that is in the best interest of the City and its citizens;

IT IS HEREBY ORDAINED by the City Council of the City of Laurel, Montana, that the following chapter is hereby adopted into the LAUREL MUNICIPAL CODE as set forth below.

Chapter 16.12

ANNEXATIONS

Sections:

16.12.010 Annexation.

16.12.020 Annexation Policy.

16.12.030 Annexation Fee Schedule.

16.12.010 Annexation.

The City may annex property in accordance with the methods and procedures prescribed in MCA Title 7, Chapter 2 Parts 42, 43, 44, 45, 46 or 47, as amended.

16.12.020 Annexation Policy.

The City Council shall adopt rules and regulations that govern proposed annexations to the City by Council Resolution.

16.12.030 Annexation Fee Schedule

The City Council shall adopt an annexation fee schedule by annual Resolution after a public hearing in accordance with Section 2.72.060. (Ord. 06-04 (part), 2006: prior code § 18.76.010(D))

This Ordinance becomes effective thirty (30) days after final passage by the City Council and approval by the Mayor.

## PROJECT NARRATIVE

### Overview

The Laurel Public School District is requesting annexation of approximately 4.9 acres into the City of Laurel, Montana as shown on the attached Exhibit A. The school district property looking to be annexed is located just outside the northeast boundary of the Laurel city limits, along the east side of Alder Avenue in Yellowstone County, Montana. Additional annexed properties are located further east of the island in which the proposed annexation tract is located. A boundary line relocation plat is proposed to run concurrently with the annexation petition to create the annexation parcel. The property is legally described as: **approximately the south 628 feet of Lots 1 and 2, Nutting Brothers Subdivision, Second Filing** and the proposed legal description of: **Lot 1A, Amended Plat of Lots 1 & 2 of Nutting Brothers Subdivision, Second Filing.**

The property lies adjacent to Alder Avenue that defines the eastern-most boundary of Laurel's city limits, and within the boundary of the City of Laurel's Annexation Priority Area that is defined in Laurel's 2020 Growth Policy. The property is currently zoned as R200 - Residential Tracts within Laurel's zoning jurisdiction and is proposed to change to Public when annexation occurs.

### Utility Extensions

Upon annexation of the property, City of Laurel public water and sanitary sewer services will be extended to the proposed elementary school building. The intent is that a new public water main will be extended from the existing 12-inch dead end water main in Alder Avenue north approximately 850 feet and tie into the existing 8-inch water main at the East Maryland Lane which will complete the water main loop. From the new main, new service lines will be extended on the property to the building for domestic water and fire suppression. Extension of a new 12-inch storm drain main will be constructed in East 8th Street from Cottonwood Avenue to the property. The new public water and storm drain mains will become part of the City of Laurel system and will be located within public rights-of-way.



# EXHIBIT A

## ANNEXATION EXHIBIT

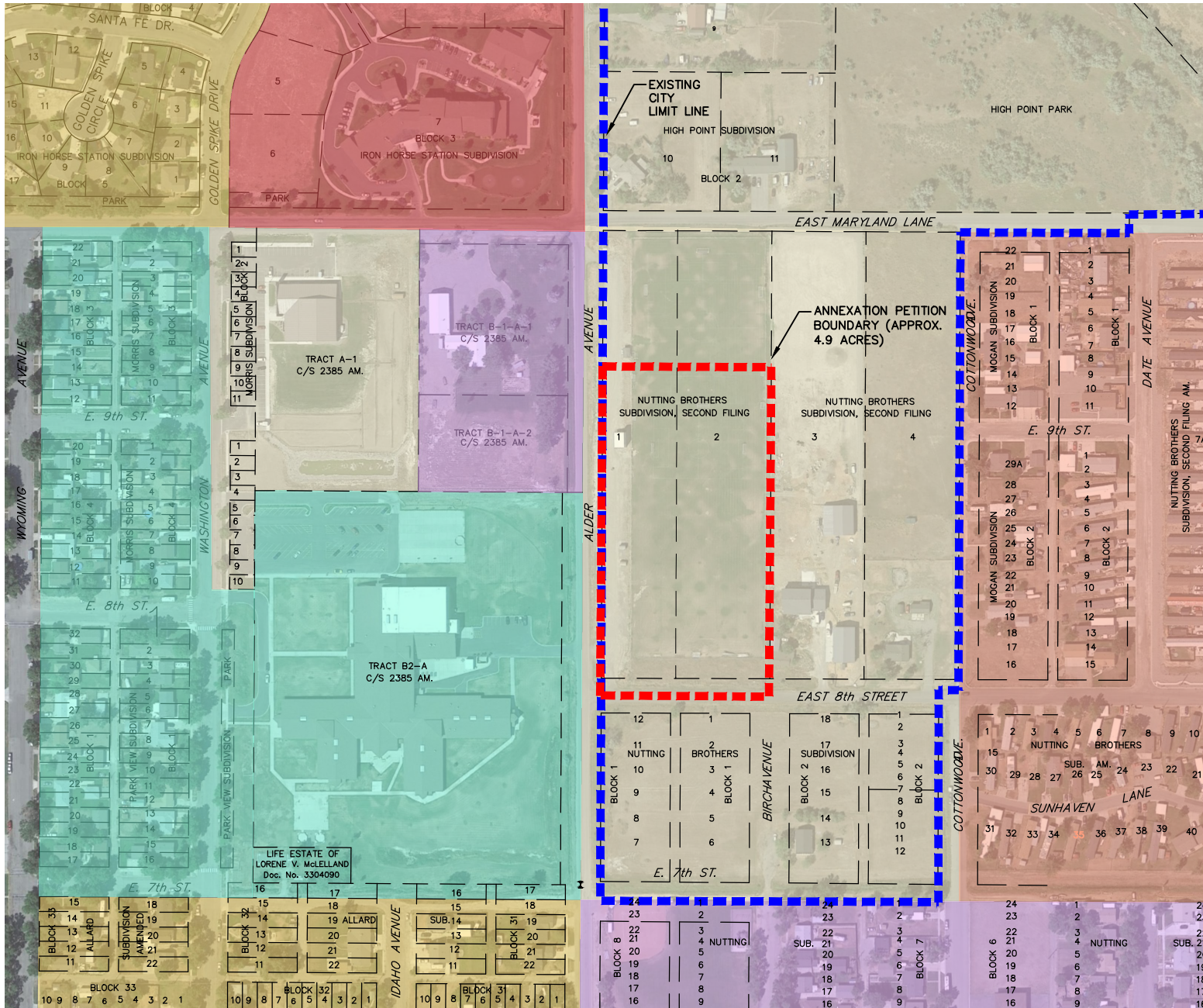
### WITHIN NUTTING BROTHERS SUBDIVISION

PREPARED FOR : LAUREL PUBLIC SCHOOLS

FEBRUARY, 2024

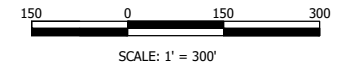
PREPARED BY : **SANDERSON STEWART**

BILLINGS, MONTANA



#### LEGEND

- RESIDENTIAL TRACTS
- RESIDENTIAL LIMITED MULTI-FAMILY
- COMMUNITY COMMERCIAL
- RMH-RESIDENTIAL MOBILE HOME
- RESIDENTIAL 6000
- RESIDENTIAL 7500





# AMENDED PLAT OF LOTS 1 & 2 OF NUTTING BROTHERS SUBDIVISION, SECOND FILING

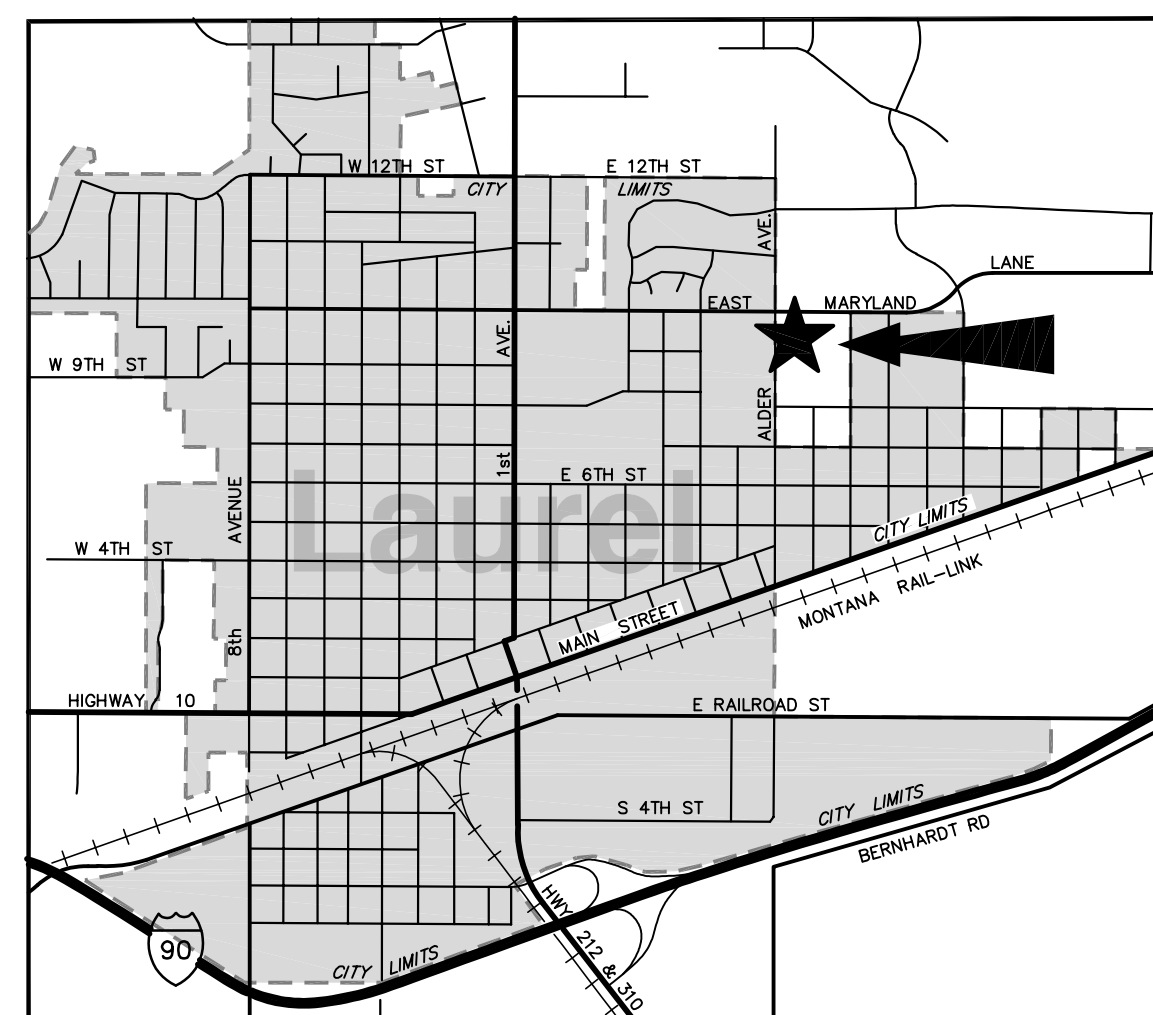
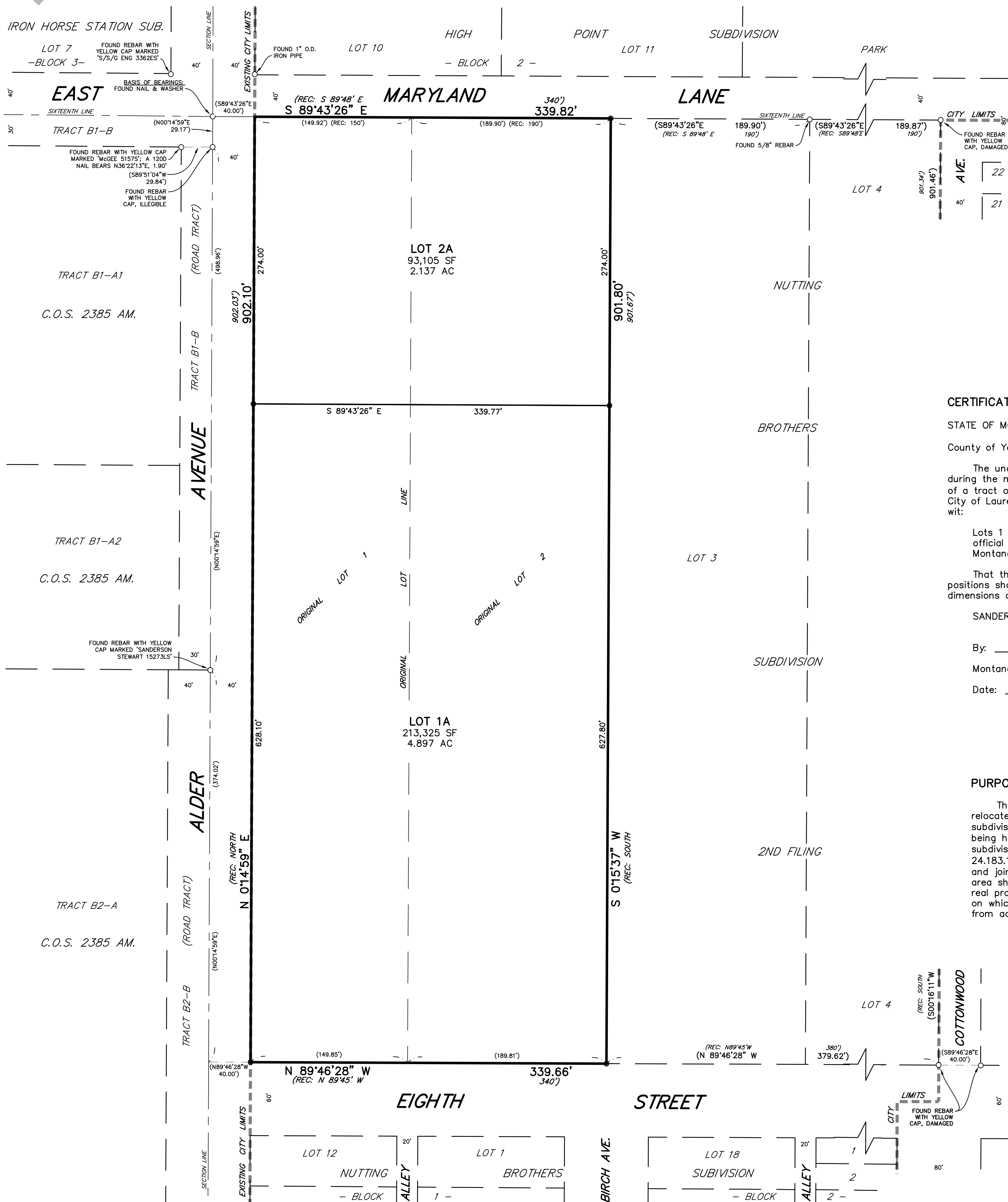
SITUATED IN THE NW1/4 OF SECTION 10, T. 2 S., R. 24 E., P.M.M.,  
YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : LAUREL PUBLIC SCHOOLS

FEBRUARY, 2024

PREPARED BY : SANDERSON STEWART

BILLINGS, MONTANA



VICINITY MAP  
NOT TO SCALE

### 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 September, 2023, a survey was performed under his supervision of a tract of land situated in the NW1/4 of Section 10, T. 2 S., R. 24 E., in the City of Laurel, Yellowstone County, being more particularly described as follows, to wit:

Lots 1 and 2 of Nutting Brothers Subdivision, Second Filing, according to the official plat on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 121373, having an area of 7.023 acres.

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

SANDERSON STEWART

By: \_\_\_\_\_  
Montana License No. \_\_\_\_\_  
Date: \_\_\_\_\_

### PURPOSE OF SURVEY: BOUNDARY LINE RELOCATION

The undersigned hereby certify that the purpose of this survey is to relocate the common boundary lines between adjacent properties within a platted subdivision, five (5) or fewer lots are being affected and no additional lots are being hereby created. Therefore this survey is exempt from review as a subdivision pursuant to Section 76-3-207(1)(d), M.C.A.. Pursuant to ARM 24.183.1104(1)(f)(iii)(C), the area that is being removed from one tract of record and joined with another tract of record is not itself a tract of record. Said area shall not be available as a reference legal description in any subsequent real property transfer after the initial transfer associated with the amended plat on which said area is described, unless said area is included with or excluded from adjoining tracts of record.

Lot 1A is not subject to review by the Department of Environmental Quality pursuant to 76-4-125(1) M.C.A., a subdivision excluded from the provisions of chapter 3 must be submitted for review according to the provisions of this part, except that the following divisions or parcels, unless the exclusions are used to evade the provisions of this part, are not subject to review:

- (d) as certified pursuant to 76-4-127;
- (d)(iii) divisions or parcels of land that are exemption from the Montana Subdivision and Platting Act under 76-3-207(1)(a), (1)(b), (1)(d), (1)(e), or (1)(f).

Lot 2A is exempt from review per arm 17.36.605(2)(a). No facilities requiring water supply, waste water disposal, or solid waste disposal may be constructed on this parcel.

LAUREL ELEMENTARY SCHOOL DISTRICT 7-70,  
Yellowstone County, Montana (2/3 INTEREST)

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 person who signed the foregoing instrument as \_\_\_\_\_ of LAUREL ELEMENTARY SCHOOL DISTRICT 7-70, and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Notary Public for the State of Montana

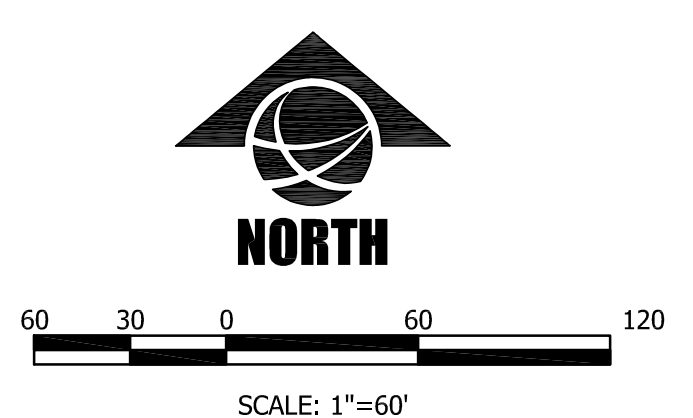
LAUREL HIGH SCHOOL DISTRICT 7,  
Yellowstone County, Montana (1/3 INTEREST)

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 person who signed the foregoing instrument as \_\_\_\_\_ of LAUREL HIGH SCHOOL DISTRICT 7, and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Notary Public for the State of Montana



**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 COMBINED SCALE FACTOR AT THE INTERSECTION OF EAST MARYLAND LANE AND ALDER AVENUE, BEING A FOUND 600 NAIL & WASHER, IS 0.9999974526. THE CONVERGENCE ANGLE IS -01'4.49". DISTANCES ARE INTERNATIONAL FEET. FOR THIS SURVEY, GRID DISTANCE IS ESSENTIALLY EQUAL TO GROUND DISTANCE.

- FOUND SURVEY MONUMENT, AS NOTED
- SET 5/8" X 1/8" REBAR WITH CAP MARKED WITH THE LICENSE NUMBER OF THE UNDERSIGNED LAND SURVEYOR AND "SANDERSON STEWART"

**CERTIFICATE OF RIVERSTONE HEALTH**  
This Certificate of Survey has been reviewed and approved by Riverstone Health.  
Health Officer or Authorized Representative  
Yellowstone City/County Health Department  
dba Riverstone Health

**CERTIFICATE OF COUNTY ATTORNEY**  
This document has been reviewed by the County Attorney's office and is acceptable as to form.  
Date: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_

**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.  
Date: \_\_\_\_\_  
Yellowstone County Treasurer  
By: \_\_\_\_\_  
Deputy

RESERVED FOR CLERK AND RECORDER

Return to:  
Laurel Public Schools  
410 Colorado Ave.  
Laurel, Montana 59044

## ANNEXATION AGREEMENT

**THIS ANNEXATION AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **LAUREL PUBLIC SCHOOLS**, with a mailing address at 410 Colorado Avenue, 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:

Amended Plat of Lots 1 & 2 of Nutting Brothers Subdivision, Second Filing, Lot 1A; 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. \_\_\_\_\_ 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 Alder Avenue and East 8th Street. No surface improvements to Alder Avenue or East 8th Street will be constructed upon annexation beyond pavement restoration for utility extensions. The City shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all future public road improvements.
- 2. Sanitary Sewer.** Developer Tract shall be served by the City wastewater system. The Developer shall extend a new sanitary sewer service from the existing 15-inch sanitary sewer main in Alder Avenue to provide service to the school. No sanitary sewer mains are

present in East Maryland Lane or East 8th Street. No sanitary sewer main extensions are to be constructed as part of this agreement. Plans and specifications shall be approved by the Public Works Department.

3. **Water.** Developer Tract shall be served by the City water system. The Developer shall extend a new water main from the existing 12-inch dead end water main in Alder Avenue north approximately 850 feet and connect into the existing 8-inch water main at the intersection with East Maryland Lane. The water main extension shall include all necessary valves, hydrants, and appurtenance. New 4-inch domestic and fire water services are to be extended to the building. Plans and specifications shall be approved by the Public Works Department.

4. **Storm Drain.** The Developer shall extend a 12-inch storm drain in East 8th Street from an existing manhole at the intersection with Cottonwood Avenue to the Developer Tract. The City shall allow connection to the new storm drain to manage stormwater runoff from the Developer Tract.

5. **Right-of-Way.** All rights-of-way for Alder Avenue and East 8th Street have been previously dedicated. No additional rights-of-way dedications are proposed.

6. **Sidewalks.** The Developer shall construct new public sidewalks along the Developer Tract frontage on Alder Avenue and East 8th Street.

7. **Other Public Improvements.** For any other improvements not specifically listed in this Agreement, the City shall rely on the attached Waiver filed concurrently herewith, to ensure the installation of any or all remaining public improvements. Said improvements shall include, but not be limited to, street construction and paving, curb, gutter, sidewalks, driveways, storm drainage, and street lighting. The attached Waiver, waiving the right to protest the creation of one or more Special Improvement Districts, by this reference is expressly incorporated herein and part hereof. All of the Developer properties can be included in a Special Improvements District for improvements identified in Annexation Agreement regardless of location of individual properties in relation to the improvements.

8. **Future Intersection Contributions.** No intersection contributions are required upon annexation.

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

10. **Zoning.** The Property is to be zoned as Public.

11. **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.

**12. 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.

**13. 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.

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

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

LAUREL PUBLIC SCHOOLS

By: \_\_\_\_\_

Title: \_\_\_\_\_  
“Developer”

STATE OF MONTANA     )  
  : ss.  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who signed the foregoing instrument as \_\_\_\_\_ of Laurel Public Schools, and who acknowledged to me that said the Developer executed the same.

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

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



This Agreement is hereby approved and accepted by the City of Laurel, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LAUREL, MONTANA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

“City”

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, and \_\_\_\_\_, known to me to be the Mayor and City Clerk, respectively, of the City of Laurel, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Laurel, Montana.

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

Approved as to form:

\_\_\_\_\_  
City Attorney

Date: February 22, 2024  
 Project No.: 23103

## Engineer's Opinion of Probable Cost for Mogan Elementary School Alder Ave. Water Main Improvements

Schedule I: Utilities

Item No.	Quantity	Unit	Description	Unit Price	=	Subtotal
101		1 L.S.	Mobilization and Insurance	\$18,143.42	=	\$18,143.42
102		1 L.S.	Payment and Performance Bonds	\$6,403.56	=	\$6,403.56
103		1 L.S.	Traffic Control	\$6,000.00	=	\$6,000.00
104		1 L.S.	Dewatering	\$45,000.00	=	\$45,000.00
<b>Alder Ave.</b>						
105	379 C.Y.		Type II Bedding	\$40.00	=	\$15,160.00
106	2 E.A.		Bentonite Trench Plug	\$1,500.00	=	\$3,000.00
107	1 E.A.		12-inch Gate Valve	\$6,000.00	=	\$6,000.00
108	851 L.F.		12-inch Water Main	\$95.00	=	\$80,845.00
109	2 E.A.		12-inch Bend	\$1,200.00	=	\$2,400.00
110	2 E.A.		12X12X6 Hydrant Tee	\$1,250.00	=	\$2,500.00
111	2 E.A.		Fire Hydrant and Assembly	\$7,500.00	=	\$15,000.00
112	2 E.A.		4-inch Water Service	\$5,500.00	=	\$11,000.00
113	1 E.A.		1-inch Water Service	\$2,000.00	=	\$2,000.00
Schedule I Subtotal						= \$213,451.98
Construction Subtotal						= \$213,451.98
Construction Subtotal Plus Contingency						= \$245,469.77
<b>Administrative Fees</b>						
				Geotechnical Services and Materials Testing	1.25%	= \$3,068.37
Subtotal of Administrative Fees						= \$3,068.37
<b>Construction Total and Administrative Fees</b>						<b>= \$248,538.15</b>

**Notes:**

Costs based on Sanderson Stewart off site sketch

Mobilization and Insurance based on percentage of total schedule cost 8.5 %

Construction contingency 15 %

All items are complete and in place.

Sanderson Stewart cannot warrant that any opinions of probable cost provided by Sanderson Stewart will not vary from actual costs incurred by the client. Sanderson Stewart has no control over the cost or availability of labor, equipment, materials, or over market conditions or the Contractor's method of pricing. Sanderson Stewart makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Sanderson Stewart's opinion of probable cost.