

**RESOLUTION NO. R17-13**

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

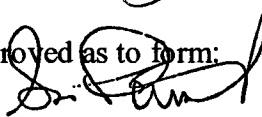
APPROVED by the Mayor this 2<sup>nd</sup> day of May, 2017.

CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Bethany Keeler, Clerk/Treasurer

Approved as to form:  
  
\_\_\_\_\_  
Sam S. Painter, Civil City Attorney



## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### STAFF REPORT

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

#### **INTRODUCTION:**

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

#### **STAFF FINDINGS:**

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

## **ANNEXATION CRITERIA AND REQUIREMENTS**

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

- The property must be located within an area identified by city staff as a location for future city annexation or annexation of the property will promote orderly growth of the city to protect the health, safety and welfare in areas intensely utilized for residential, commercial, institutional and governmental purposes.
- The city must be able to provide adequate city services within a time period mutually agreed to by the property owner requesting annexation and the city;
- Existing or proposed public improvements within the area to be annex must meet all city standards. If the public improvements are not constructed at the time of annexation, the property owner shall provide the city a bond or letter of credit that equals 125% of the estimated engineering costs for the construction of improvements. If the property owner fails to construct the improvements or to obtain the agreed upon engineering, the city shall utilize the bond or letter of credit to pay for the construction, including engineering; In accordance with GASB-34, the Developer of Landowner shall provide the city the total cost and/or value of the improvements including, but not limited to, parks, sidewalks, curb and gutter, lift stations, and sewer and water lines, that are conveyed to the city;
- All property owners within the area to be annexed must sign a Waiver of Right to Protest the creation of Special Improvement Districts for engineering and construction of improvements including, but not limited to, streets, sidewalks, curb and gutter and the creation of a Park Maintenance District, in a form acceptable and approved by the city;
- Residential densities within the area to be annexed must be rezoned at a minimum density of R-7500; and
- The proposed land use within the area to be annexed must conform to the goals of the Laurel Yellowstone City-County Planning Board Growth Policy.

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

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

## **SUGGESTED CONDITIONS OF APPROVAL**

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



## LAUREL CITY-COUNTY PLANNING DEPARTMENT

### STAFF REPORT

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

#### INTRODUCTION:

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

#### RECOMMENDATION:

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

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

#### VARIANCES REQUESTED:

There are no variances requested.

#### PROPOSED CONDITIONS OF APPROVAL:

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

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

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

## PROCEDURAL HISTORY:

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

## PLAT INFORMATION:

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

## PROPOSED FINDINGS OF FACT:

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

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

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

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

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

2. **Effect on local services**

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

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

3. **Effects on the natural environment**

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

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

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



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

**5. Effects on public health and safety**

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

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

An environmental assessment was required and submitted with the application.

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

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

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

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

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

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

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

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

## **CONCLUSIONS OF FINDINGS OF FACT**

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

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SUBDIVISION

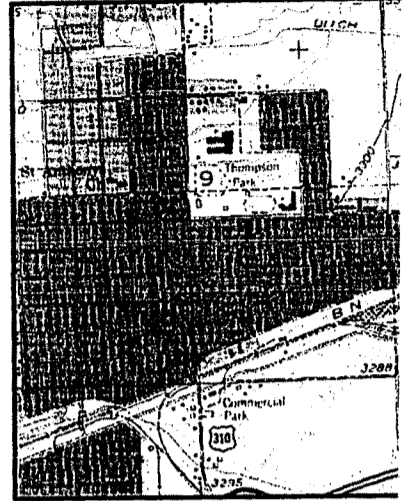
BLOCK 2  
LOT 1

ZONED RESIDENTIAL TRACTS

HIGH POINT PARK

MARYLAND LN

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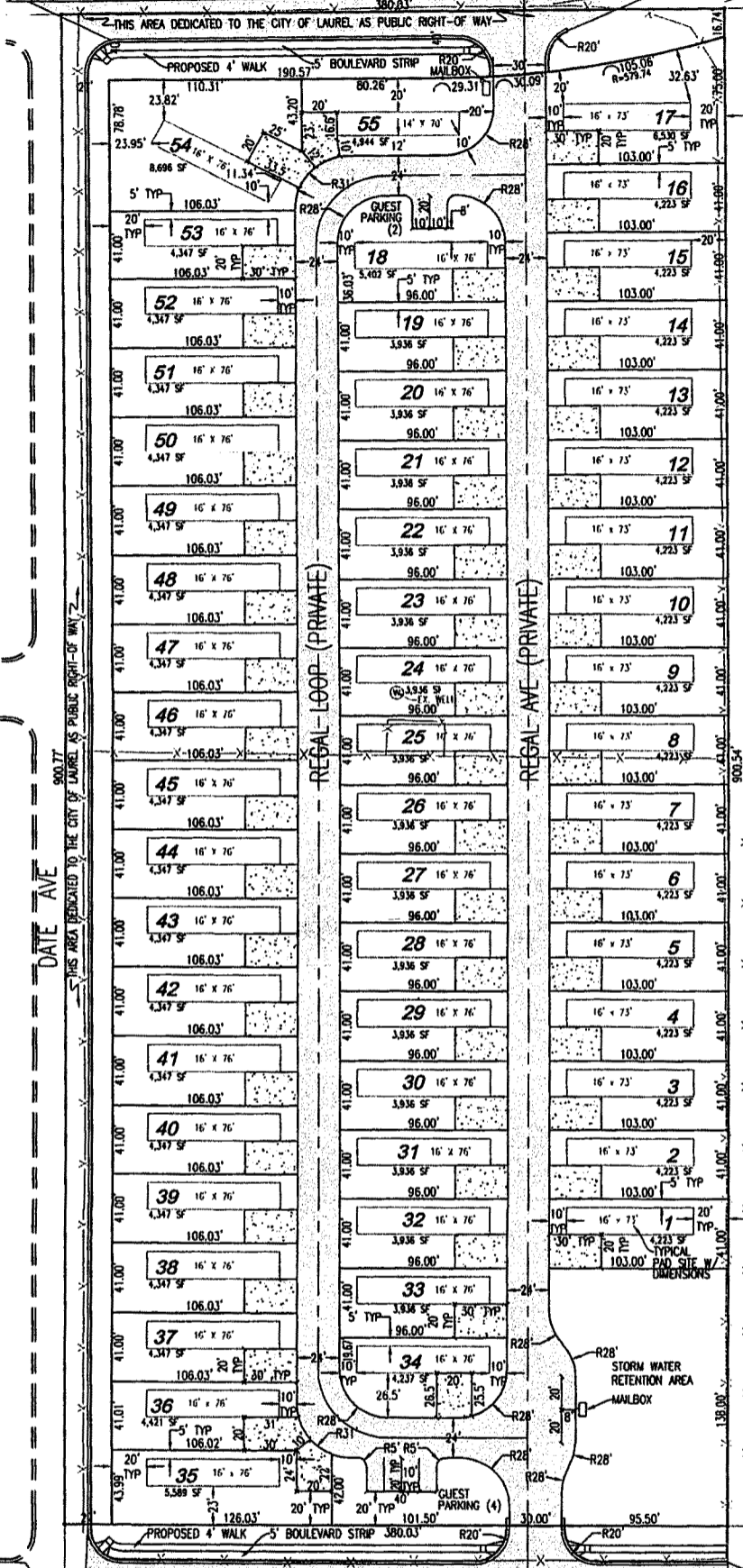
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NET AREA=  
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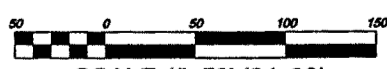
PUBLIC  
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8TH ST  
NUTTING BROTHERS SUBDIVISION  
MOBILE HOME PARK

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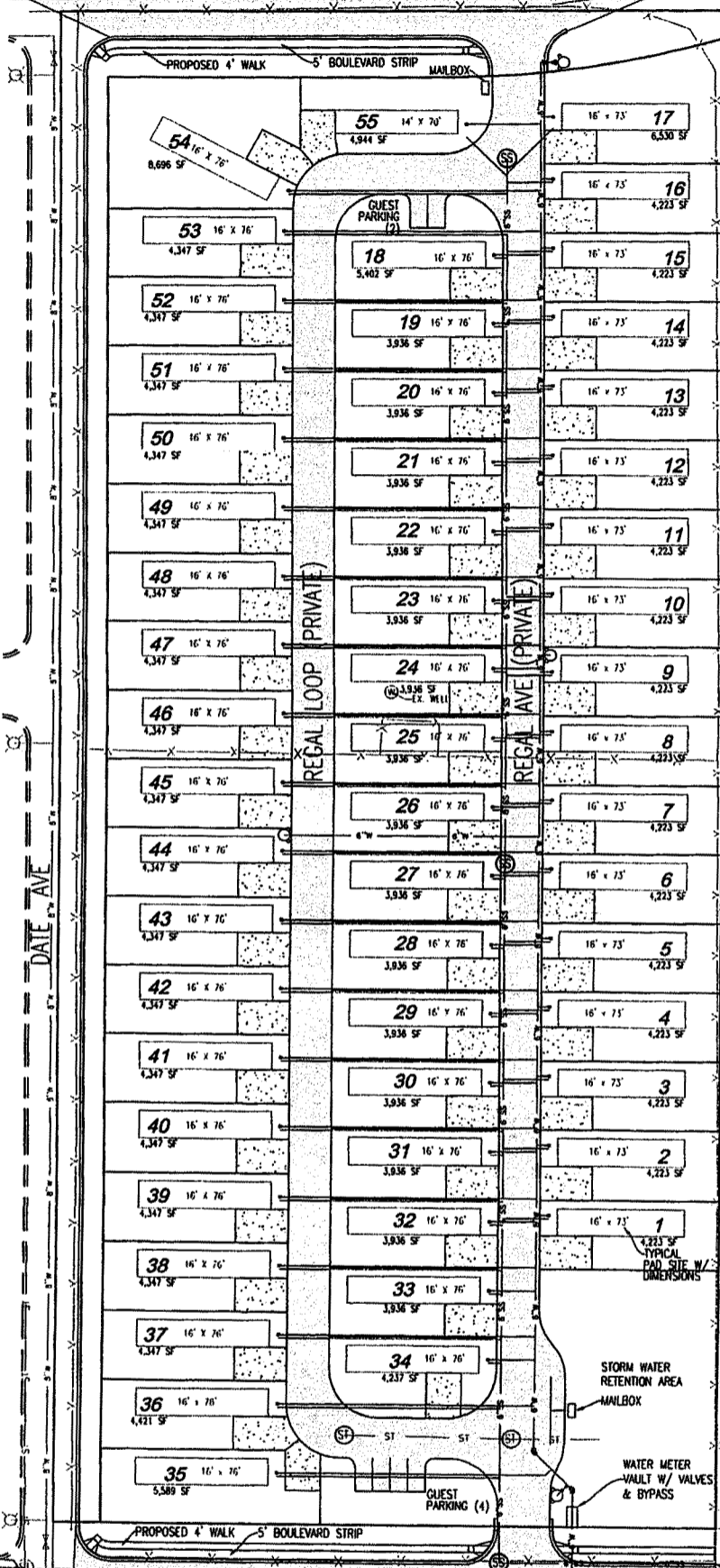
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BLOCK 2  
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ZONED RESIDENTIAL TRACTS

HIGH POINT PARK

MARYLAND LN



CITY PARK

ZONED RESIDENTIAL TRACTS  
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PUBLIC SOCCER FIELD

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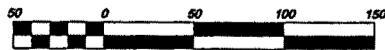
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SCALE 1"=50' (24x36)  
SCALE 1"=100' (11x17)

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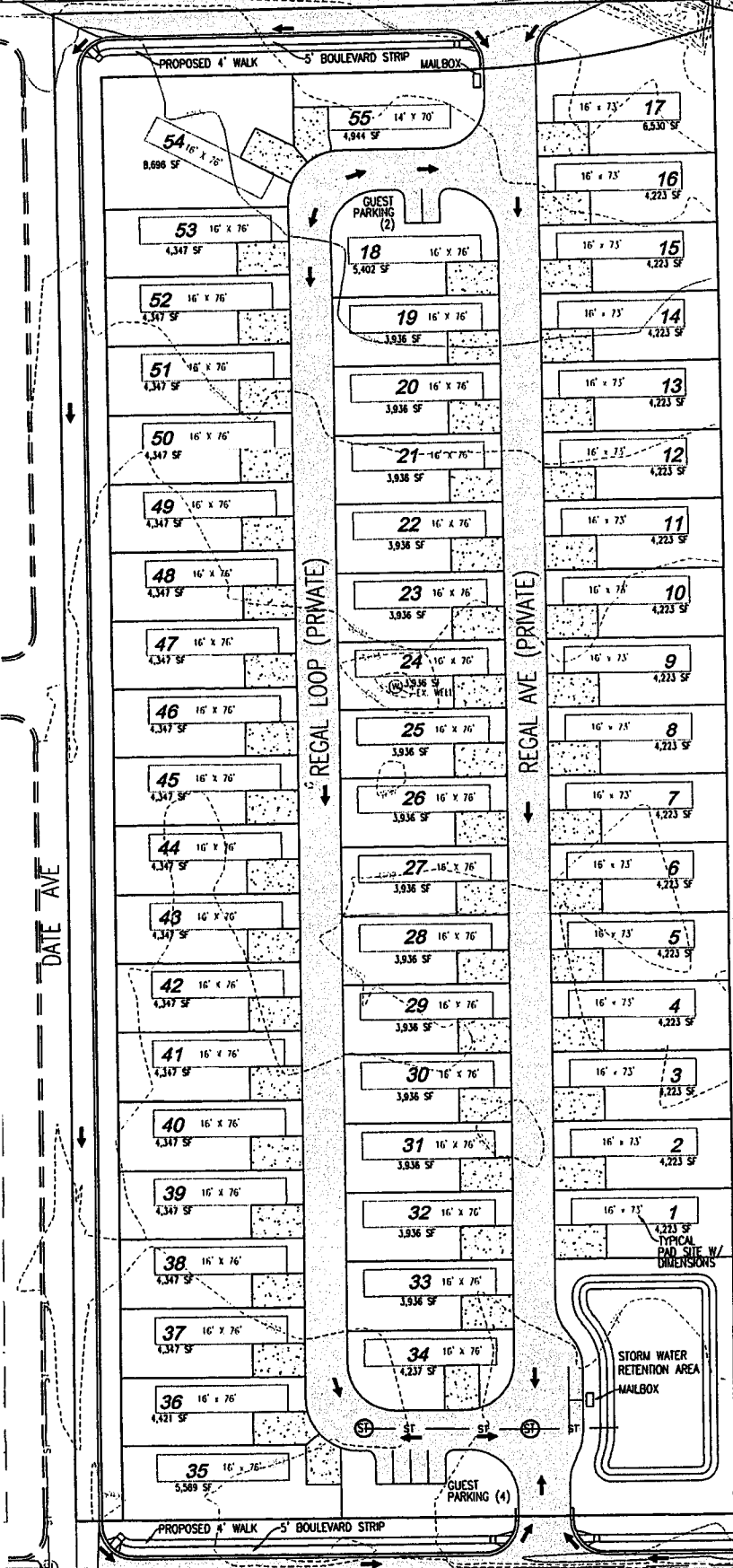
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HIGH POINT PARK

100-YEAR FLOODPLAIN PER  
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MARYLAND LN



CITY PARK

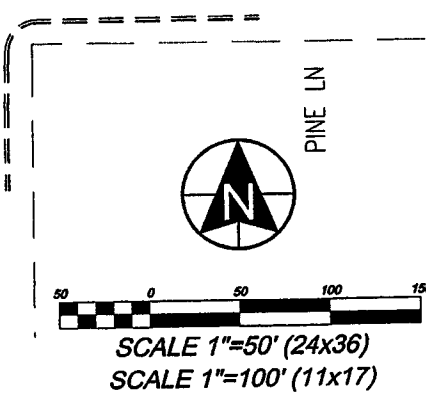
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LOT 9, NUTTING BROTHERS SUBDIVISION SECOND FILING

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NUTTING BROTHERS SUBDIVISION  
MOBILE HOME PARK  
ZONED RMH



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4118 WC
BILLING
DATE
3/17/2017

Development for Rent or Lease Application and  
Supplemental Information for:

**Regal Community Park**

Laurel, Montana

Owner & Developer:

Regal Land Development, Inc.

P.O. Box 80445

Billings, MT 59108

Prepared by:

Scott A. Worthington, P.E.

In Site Engineering, P.C.

4118 Woodcreek Dr.

Billings, MT 59106

March 17, 2017

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  9. Water/Groundwater/Floodplain Information
  10. Soils/Geology/Geotechnical Report
  11. Engineering Report (Water/Sewer/Storm Drainage)
  12. Response Letters
  13. Covenants/Restrictions
-

**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: Regal Land Development, Inc  
Address: P. O. Box 80445, Billings, MT 59108  
Phone: 406-656-1301

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: Nutting Brothers Subdivision, 2nd Filing, Lots 7 & 8  
Lot size: At present: 2 lots with a combined area of 7.86 Ac  
Present use: vacant, undeveloped land  
Planned use: Single Family Residential Manufactured Homes  
Present zoning: RMH  
(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: 8<sup>th</sup> Street at Date Ave & 8<sup>th</sup> Street at Elm Ave  
Cost of extension of approved service: estimate submitted previously to Public Works  
How cost determined: \_\_\_\_\_  
Timeframe for installation: \_\_\_\_\_

Sewer Service:  
Location of existing main: Pine Lane at 8<sup>th</sup> Street  
Cost of extension of approved service: estimate submitted previously to Public Works  
How cost determined: \_\_\_\_\_



Timeframe for installation: \_\_\_\_\_  
How financed: Private Contract

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 \_\_\_\_\_.

## 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



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. 007-01 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.

**APPENDIX E**  
**Preliminary Plat Application**

**Subdivision Name:** Regal Community Park - Development for Rent or Lease

**Date of Preapplication Meeting:** 12/22/2016

**Type:** Major        First Minor        Subsequent Minor       

**Tax Code:** D02649

**Location:**

**Legal Description:** Nutting Brothers Subdivision, 2nd Filing, Lots 7 & 8

**1/4 Section:** NW 10, **Township:** 2 S., **Range:** 24 E.

**General Location:** East of Date Avenue, North of 8th Street, South of Maryland Lane, and West of City Park

**Subdivider Information:**

**Name (Include a list of officers if corporation):** Regal Land Development, Inc.

Dan Wells, President

**Address:** PO BOX 80445, Billings, MT 59108

**Telephone:** 408-656-1301 **Email:** dan@wellsbuilthomes.com

**Owner Information:**

**Name:** Same as Subdivider

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

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Plat Data:**

**Gross Area:** 7.86 AC

**Net Area:** 7.00 AC

**Number of Lots:** 55

**Maximum Lot Size:** 8,696 SF

**Minimum Lot Size:** 3,936 SF

**Linear Feet of Streets:** 1,857 LF (Private Streets)

**Existing Zoning:** RMH

**Surrounding Zoning:**

**North:** Residential Tracts

**South:** RMH

**East:** Residential Tracts

**West:** RMH

**Existing Land Use:** Vacant

**Proposed Land Use:** RMH

APPENDIX E

**Parkland Requirement:**

Land: \_\_\_\_\_ Acres: \_\_\_\_\_  
Cash: X Cash: \$ to be determined

**Variances Requested (list and attach Variance Request):**

1. none
2. \_\_\_\_\_
3. \_\_\_\_\_

**Service Providers for Proposed Subdivision**

Gas: MDU  
Electric: Northwestern Energy  
Telephone: Centurylink  
School (Elementary, Middle, High): Laurel, Laurel, Laurel (District 7)  
Irrigation District: none  
Cable Television: Charter Spectrum

**List of Materials Submitted with Application**

1. Preliminary Site Plan and Supporting Documents
2. Environmental Assessment
3. Community Impact Report
4. Summary of Probable Impacts
5. \_\_\_\_\_
6. \_\_\_\_\_

**Agent Information**

Name: Scott Worthington - In Site Engineering, P.C.  
Address: 4118 Woodcreek Dr, Billings, MT 59106  
Telephone: 406-591-4355 Email: siteproscott@gmail.com

I declare that I am the owner of record of the above-described property, and have examined all statements and information contained herein, and all attached exhibits, and to the best of my knowledge and belief, is true and correct.

[Signature] 18-Jan-17  
Owner of Record Date

\_\_\_\_\_  
Owner Under Contract Date

The submission of a preliminary plat application constitutes a grant of permission by the subdivider to enter the subject property.

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

## Introduction

Regal Community Park is a private 55-unit residential manufactured home park development for rent or lease located on 7.86 acres of land currently known as Lots 7 and 8 of Nutting Brothers Subdivision, 2<sup>nd</sup> Filing. This proposed project is located east of Date Avenue, north of 8<sup>th</sup> Street, south of Maryland Lane, and west of the Laurel City Park / Soccer Field.

This project fits well with the surrounding neighborhood, as it is located in an area that is zoned RMH (single family residential manufactured homes), and its proposed land use is compatible with the adjacent properties to the west and south, which are also residential manufactured home developments. Regal Community Park will enhance this neighborhood by providing new, high-quality, affordable housing that will be managed by Regal Land Development, Inc., whose President, Dan Wells, has over 25 years of proven experience as a Home Builder and Land Developer in Billings and the surrounding areas of Yellowstone County.

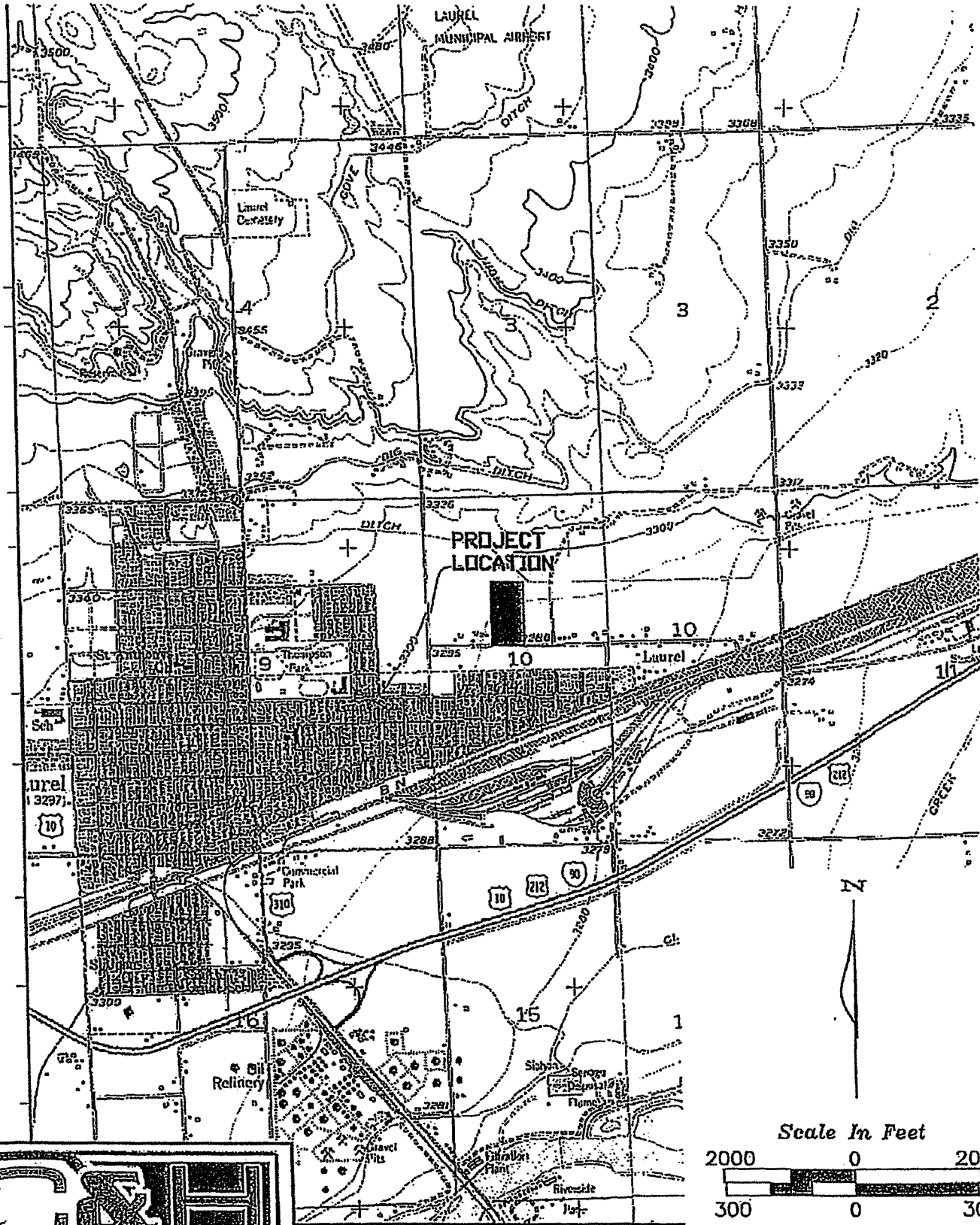
Two accesses are proposed: one on Maryland Lane and one on 8<sup>th</sup> Street. These accesses will be paved to City of Laurel standards and provide smooth ingress and egress to and from the development. All 55 home sites will access paved, internal private streets and will be served by private water and sewer lines. While no home sites will access any public streets, the Owner and Developer will dedicate a 27-foot wide strip of land along Date Avenue and a 40-foot wide strip of land along Maryland Lane as public road right-of-way which will provide those two streets with their full master planned widths adjacent to this development (8<sup>th</sup> Street's existing right-of-way is already its full master planned width).

Regal Community Park is bounded on 3 of its 4 sides by land already incorporated into Laurel's city limits, and the City's existing water and sewer systems have the capacity to serve it, which make this a great in-fill development.

The 55 home sites range in size from 3,936 square feet to 8,696 square feet, with the average site being 4,419 square feet. The parkland requirement will be met with a cash-in-lieu donation which may be used to improve the existing city park. Open space will be provided in the southeast corner of the property for a storm water retention pond.

# VICINITY MAP

NW 1/4, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 24 EAST, P.M.M.

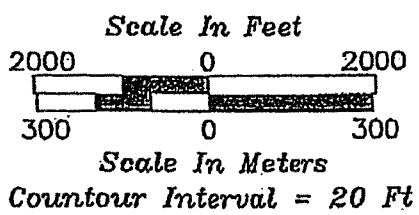


PROJECT LOCATION

10



Engineering and Surveying Inc.  
1091 Stoneridge Drive • Bozeman, MT 59718  
Phone (406) 587-1115 • Fax (406) 587-9768  
www.chengineers.com • info@chengineers.com



SOURCE: USGS TOPOGRAPHIC QUADRANGLE MAP

#12033.2



## **Regal Community Park - Draft Subdivision Improvements Agreement**

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

- I. **VariANCES (no variances are needed or requested)**
  - II. **Conditions that Run with the Land**
    - a. Owners and Residents should be aware that this development is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped trees, shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
    - b. Owners and Residents should be aware that soil characteristics within the area of this development, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
    - c. No water rights have been transferred to the residents. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Developer or subsequent owners.
    - d. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts, which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Developer and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Developer and owner specifically agree that they are waiving valuable rights and do so voluntarily.
    - e. Owners and Residents should be aware that portions of this property lie with the floodplain/floodway as depicted on the Flood Insurance Rate Maps (FIRM) for this area. Please be advised that special development restrictions may apply within these specified areas.
  - III. **Transportation**
    - a. **Streets**
      - i. Maryland Lane – 40 feet of right-of-way will be dedicated to the City along the north boundary of the property. This will result in a right-of-way width for Maryland Lane of 80 feet. 2' curb & gutter is proposed on the south side of Maryland Lane along this development. Asphalt will be widened from the south edge of asphalt to the new lip of curb.
      - ii. Date Ave – 27 feet of right-of-way will be dedicated to the City along the west boundary of the property. This will result in a right-of-way width for Date Avenue of 67 feet. 2' curb and gutter is proposed on the east side of Date Avenue along this project. Gravel will be added to the existing gravel road in Dave Avenue to provide a 20' wide gravel driving surface.
      - iii. 8<sup>th</sup> Street – the existing right-of-way width of 8<sup>th</sup> Street is 70 feet. No additional right-of-way dedication is required along this street. 2' curb and gutter are
-

proposed on the north side of 8<sup>th</sup> Street along this project. The asphalt surface will be widened from the north edge of existing asphalt to the new lip of curb.

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

**b. Sidewalks**

4' sidewalks with 5' boulevard strips are proposed along this development on the south side of Maryland Lane and on the north side of 8<sup>th</sup> Street.

**c. Street Lighting**

Currently, streetlights exist at the intersection of Date Ave and 8<sup>th</sup> Street and near the intersection of Regal Avenue and 8<sup>th</sup> Street. A Special Improvements District (SID) can be created at a later date to install street lighting if desired.

**d. Traffic Control Devices**

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

**e. Access**

Access will be provided to all manufactured home pad sites by way of private internal streets (Regal Ave and Regal Loop). Regal Ave accesses Maryland Lane and Date Ave.

**f. Bike or Pedestrian Trail Plan**

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

**g. Public Transit**

No accommodations for public transit are required or provided.

**IV. Emergency Services**

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

**V. Storm Drainage**

- a. All drainage improvements shall comply with the provisions of the *Stormwater Management Manual*, and a storm water management plan shall be submitted to and approved by Montana Department of Environmental Quality (MDEQ).
- b. Storm drainage for the development will be conveyed by way of the internal private streets to storm drain area inlets and piped to a retention pond in the southeast corner of the project. This retention pond is designed per MDEQ requirements and will limit

the post development runoff to the same volume as the pre-development runoff volume for the required design storm.

**VI. Utilities**

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

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

**a. Water**

6-inch PVC water mains will be installed in Regal Ave to serve the project. The point of connection is at Elm Ave and 8<sup>th</sup> Street. As the water line enters the private development, there will be a private meter vault. The 6-inch water mains will then extend northward and terminate at the north extent of the private project. Four new fire hydrants will be installed. A 1-inch service will be provided to each pad site.

**b. Sewer**

6-inch PVC sanitary sewer mains will be installed in Regal Ave to serve the project. The point of connection is at Pine Lane and 8<sup>th</sup> Street. Manholes will be installed at junctions. A 4-inch service will be provided to each pad site.

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

Dry utility services will be installed with this development. Because the project is private, no easements are required, but it is anticipated that dry utilities will be installed within 10 feet of the boundary and within 10 feet of the edges of the private streets as necessary.

**VII. Parks/Open Space**

Cash-in-lieu will be used to satisfy the parkland requirement. The current City of Laurel code requires the parkland to be 4,000 square feet plus 100 square feet per manufactured

home site. This totals 9,500 square feet to be met with cash-in-lieu. The final amount of cash-in-lieu will be determined at the time of the final site plan based on the value of the undeveloped land.

**VIII. Irrigation**

The proposed development is not in an irrigation district and will not have an effect on irrigation.

**IX. Soils/Geotechnical Study**

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

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

- a. All cut and fill slopes shall be placed in uniform lifts compacted to 95% of the maximum dry density as determined by ASTM D698.
- b. All topsoil, including organic material, will be removed from building and pavement areas.
- c. Design of all streets and parking areas shall use accepted engineering practices to determine the structural sections and the use of reinforcement / separation fabrics based on soil conditions and traffic loading.
- d. Buildings are to be designed for seismic design category A as outlined in the 2012 International Residential Code (IRC).

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

**X. Phasing of Improvements**

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

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known to me to be the Developer who executed the foregoing instrument and acknowledged to me that he / she executed the same.

\_\_\_\_\_  
Notary Public in and for the State of Montana (seal below)

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

"CITY"

City of Laurel, Montana

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

Mayor

Attest: \_\_\_\_\_

City Clerk

## Environmental Description Report

(per Section 16.36.030 of the Laurel Subdivision Regulations)

### A. Surface Water

#### 1. Floodplains

The proposed Regal Community Park is shown on FEMA FIRM Panel 30111C1420E. A copy of the FIRM map is included in Section 11. The property is in "zone x" of the floodplain created by the Nutting Ditch that is located to the north of the property. A 100-year floodplain delineation was completed and is included in Section 5. No structures or construction will occur in the delineated floodplain and the 100-year floodplain will be shown on the final plan.

#### 2. Description

The Nutting Ditch runs to the north of the property and will not be affected by the proposed project.

#### 3. Proximity to surface water to proposed construction

There is a 36-inch culvert located near the northeast corner of the property that carries water from the Nutting Ditch under Maryland Lane. No disruption to the culvert will occur during the construction of the subdivision.

#### 4. Water Quality Permits

None of the following water quality permits are required because the existing surface water will not be disturbed.

Permit	Required?
310 Permit - Local Conservation District	N
SPA 124 Permit - Department of Fish, Wildlife and Parks	N
Floodplain Permit - County Floodplain Administrator	N
Section 404 Permit, Section 10 Permit - US Army Corps of Engineers	N
318 Authorization - Department of Environmental Quality	N
Navigable Rivers Land Use License or Easement - Department of Natural Resources and Conservation	N

### B. Groundwater

The information regarding groundwater for this site was obtained from two soil test pits, dug on July 19, 2012, NRCS Depth to Water Table Map, and well logs from the surrounding area. The test pit profiles can be found in Section 12 and the well logs from surrounding wells and NRCS Depth to Water Table Map can be found in Section 11.



## 1. Depth

Of the two test pits dug on site, only one found the groundwater table at a depth of 13.6 feet. The other pit was dug to 12.8 feet deep and groundwater was not found.

The NRCS Depth to Water Table map of the site is based on soil type. The majority of the site is classified as Lohmiller soils, seeped, 0 to 2 percent slopes, which has a depth to groundwater of approximately 4.5 feet. Other on site soil types have depths to groundwater ranging from 1.5 to 6.5 feet. Sage Clay makes up a small portion of the northwest corner of the site and has a depth to groundwater of approximately 1.5 feet. Bone silty clay, 0 to 1 percent slopes, and Lohmiller silty clay, 0 to 1 percent slopes, are found on the northern portion of the site and have depth to groundwater greater than 6.5 feet. Based on the test pit information, the NRCS soils data regarding groundwater location is somewhat conservative, showing a higher groundwater table than what actually exists.

Well logs from the surrounding area show the groundwater table depths varying from 4 to 12 feet deep. A map showing the surrounding well locations and the corresponding well logs is included in Section 11.

## 2. Steps to Avoid Degradation

The project will be connected to the City of Laurel's public drinking water and sanitary sewer system. On-site wastewater treatment systems are not part of this project and the project will not have an adverse impact on groundwater quality due to impacts from domestic wastewater. Surface runoff will be controlled by channeling flows into a retention basin which will allow for percolation and aquifer recharge. The basin will also filter sediments and oil reducing the potential for contamination of down gradient aquifers.

## C. Geology/Soils/Slopes

### 1. Geologic Hazards

The project site is located in an area that consists of flat-sloping topography (1.0 – 2.0%), therefore, there are no potential geologic hazards present with respect to slope stability, mass movement, surface subsidence, or soils bearing capacity.

### 2. Protective Measures

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

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

determine structural sections and the use of separation fabrics based on soil conditions and traffic loading.

- Buildings will be designed for seismic zone 1 as outlined in the International Building Code.

Fills within the right-of-way will be primarily composed of imported fill material. Where cuts and fills are required outside of the right-of-way, material will generally be moved from cut areas to fill areas. The proposed roadways will generally follow the existing grade on this site. There are no areas on this site that will require large cuts or fills.

The construction contract for each lot shall provide for landscaping, seeding, and fertilizing of all cut and fill slopes. Mulching or placement of erosion control mats shall be investigated for use as needed. The overall storm water master plan/erosion control plan required by MDEQ will detail all necessary erosion control measures. "Best Management Practices" will be utilized to minimize erosion and any down gradient impacts. The Covenants and Weed Control Plan shall include provisions to ensure that re-seeding and erosion control is provided as individual buildings are being constructed.

### 3. Unusual Features

The site contains no unusual topographic, geologic or hydrogeologic conditions limiting its capability to be developed using standard engineering or construction practices.

### 4. Soils Map

According to NRCS soils data (see Section 12), there are four mapped soil types within the boundary of the site. These soil types are defined by a different map unit. For convenience, a summary of the site's soils are presented in the following table.

Map Unit	Soil Name	Coverage W/I Subdivision (%)	Typical Slope Of Ground Surface (%)	Approximate Depth To Watertable (Ft.)
Bt	Bone silty clay	18.6	0.0-1.0	6.5
Lr	Lohmiller silty clay	1.7	0.0-1.0	6.5
Ls	Lohmiller soils, seeped	78.4	0.0-2.0	4.5
Sa	Sage clay	1.3	0.0-1.0	1.5

For a visual reference of the distribution of different soil types within the site, see the NCRC soils report cover page map (Section 12). Detailed soils reports, obtained from the NRCS database, and are also enclosed in Section 12. The information contained herein

includes descriptions of each soil type's physical, chemical and engineering index properties, water features, hydric characteristics, and site development limitations.

**D. Vegetation**

1. Vegetation Map

The property is currently lightly vegetated with grasses and weeds. For the specific lists of common vegetation for each NRCS soil type on the property, see the soil report titled "Rangeland and Forest Vegetation Classification Productivity, and Plant Composition" in Section 12.

2. Protective Measures

Much of the site will be disturbed during the construction of the proposed project, either during construction of the roads and other infrastructure, or during the development of each lot. No critical plant communities will be disturbed.

**E. Wildlife**

1. Species

There are no known endangered species or critical game ranges on site. Due to the history of agricultural use near the site, and the adjacent residential use, it provides little wildlife habitat. Wildlife species consist mainly of rodents and common birds. Little cover and shelter is available for wildlife species in the area.

## **Community Impact Report**

(per Section 16.36.040 of the Laurel Subdivision Regulations)

### **A. Impact on Agriculture and Agricultural Water Use Facilities**

The 7.85-acre Regal Community Park site is currently a vacant, unused lot. It is surrounded on three sides by land that has been annexed into the City of Laurel; therefore, the site is no longer considered a viable farming unit. Areas to the south and west are currently mobile home parks and the area to the east and north are parkland and open space.

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

### **B. Impact on Local Services and Public Health and Safety**

#### **1. Water Supply**

Water for domestic use and fire protection will be provided by connections to the City of Laurel water system. A plan of the water main connections is shown on the preliminary plan and a preliminary design report is included in Section 11.

#### **2. Sewage Disposal**

The Regal Community Park will require connection to the City of Laurel's existing sanitary sewer collection system. The nearest existing sewer manhole is found near the intersection of Eighth Street and Pine Lane. Sanitary sewage will be conveyed to and treated at the City of Laurel's Wastewater Treatment Plant. A plan of the sanitary sewer main connection is shown on the preliminary plan and a preliminary design report is included in Section 11.

#### **3. Solid Waste Disposal**

Solid Waste Disposal will be contracted through private solid waste disposal service.

#### **4. Stormwater**

Stormwater runoff from the site will be conveyed to one retention pond located in open space in the southeast corner of the site. A plan of the storm water conveyance and retention is shown on the preliminary plan and discussed in a preliminary storm water design report included in Section 11.

## 5. Roads

Access to the site will be provided by the construction of new internal roads: Regal Avenue that will run north and south, accessing Eighth Street and Maryland Lane for project ingress/egress; and Regal Loop that will loop off of Regal Avenue. All manufactured home sites will access the internal private streets (Regal Avenue and Regal Loop). A strip of land 27 feet in width will be dedicated along the west boundary of the project to provide the City of Laurel with 67 feet of right-of-way width to provide the full width of Date Avenue as masterplanned. 2' curb and gutter is proposed along the east side of Date Avenue along this project, and gravel will be added to the existing gravel to provide a 20-foot wide gravel driving surface. A 40-foot wide strip of land will be dedicated along Maryland Lane to provide the City of Laurel with an 80-foot right-of-way width, which is the full width of that street as masterplanned. 2' curb and gutter is proposed along the south side of Maryland Lane along this project and the asphalt will be widened from the south edge of existing asphalt to the lip of the new curb. 2' curb and gutter is proposed on the north side of 8<sup>th</sup> Street along this project and the asphalt will be widened from the north edge of the existing asphalt to the new lip of curb. A turnout will be provided within the development near each access point to provide the postal service safe and convenient locations for mail delivery.

Road maintenance for all internal streets will be provided by the property manager. Erosion and sediment control will be used during construction by way of appropriate best management practices as outlined in "Montana Sediment and Erosion Control Manual" prepared by the MDEQ Water Quality Bureau.

## 6. Utilities

Letters requesting comments on their ability to serve this subdivision were sent to the following service providers on November 11, 2015:

Centurylink, Charter Communications, U.S. Postal Service, Laurel School District, and Northwestern Energy

Response letters from all of those who chose to comment are enclosed in Section 12. Natural gas, electricity, and telephone service will be installed with the site improvements. All utilities will be installed underground. There is currently an overhead power line in the 8<sup>th</sup> Street right-of-way.

## 7. Emergency Services

Based on U.S. Census data, the City of Laurel has approximately 2.43 people per household. This means that the proposed project can be expected to increase the City's population by 134 people ( $2.43 \times 55 = 134$ ). Based on 911 call data from Billings, there is approximately one call to 911 per two people per year. This data indicates that the City of Laurel can expect approximately 66 more emergency calls per year.

All roads will be built to the City of Laurel standards which will provide adequate access for emergency vehicles. The project will have 2 points of access. There are no known health or safety hazards in or near the proposed subdivision.

#### **8. Schools**

A letter requesting comments on their ability to serve this subdivision was sent to the Laurel School District on November 11, 2015. An email was received from Tim Bronk, the Superintendent of the Laurel School District. This email is included in Section 12.

#### **9. Parks and Recreation Facilities**

The parkland requirement will be met with a cash-in-lieu donation. This donation can be used to help improve and maintain the current park located directly east of the project. The parkland requirement is 4000 square feet plus 100 square feet per site. With the 55 spaces proposed, this is a total area of 9,500 square feet, for which the cash-in-lieu donation will be provided. The final amount will be determined based on the market value of the undeveloped land at the time of the site plan approval.

#### **C. Land Use**

The proposed Regal Community Park will contain 55 spaces for single family manufactured homes. The property has a zoning designation of "Residential Manufactured Home" (RMH) and will be annexed into the city concurrent with the preliminary plan approval. The proposed land use is consistent with current zoning and the surrounding neighborhood and will not create any unpleasant odors, unusual noises, or dust and smoke.

#### **D. Historical Features**

There is no evidence of historic homesteads or structures on the property. If any sites are discovered in the course of construction of the proposed development, the State Historic Preservation Office will be notified. As long as no historic sites turn up during the course of construction, a cultural resource inventory is unwarranted for this site.

#### **E. Visual Impact**

The proposed Regal Community Park will consist of 55 manufactured homes. The covenants provide measures to enforce upkeep on the homes. Given the surrounding residential areas consist primarily of manufactured homes; the proposed project will be visually compatible with the surrounding neighborhoods. All undeveloped areas along streets will be seeded and maintained after construction of the streets.

## **Summary of Probable Impacts**

(per Section 16.36.050 of the Laurel Subdivision Regulations)

### **A. Agriculture**

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

### **B. Agricultural Water User Facilities**

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

### **C. Local Services**

The Regal Community Park is a 55-space manufactured home park. The property has a zoning designation of "Residential Manufactured Home" (RMH) and will be annexed into the city concurrent with the preliminary plan. The proposed development will have minimal impact on local services as it is a private project that will consist primarily of infrastructure that is privately installed, owned, and maintained.

### **D. The Natural Environment**

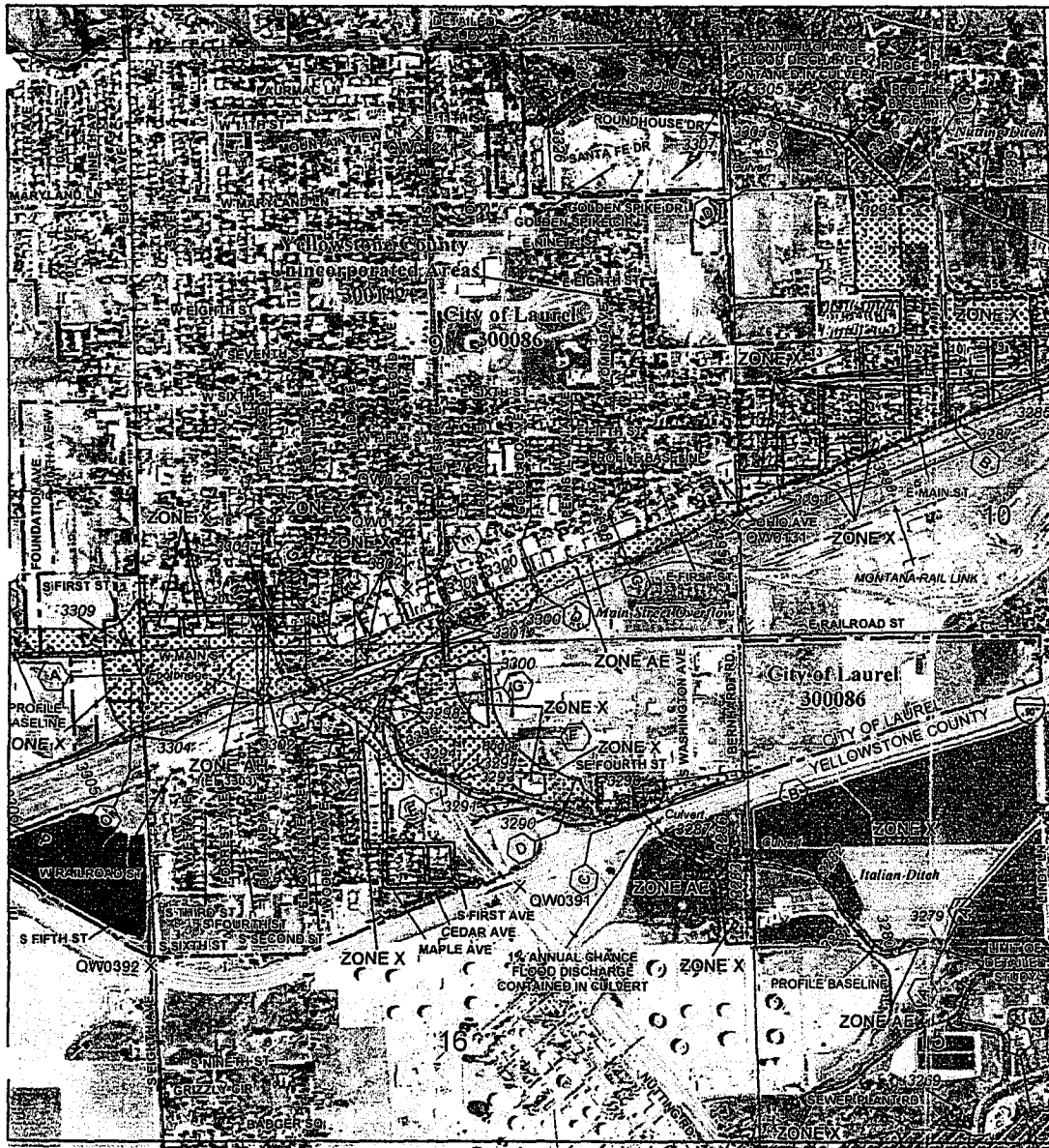
The proposed site plan will improve the natural environment. The property is currently undeveloped land, and the owner has already removed and disposed of invasive Russian olives and other dead growth and debris. The project will create a beautiful area for residents, providing affordable housing and complementing the surrounding properties.

### **E. Wildlife and Wildlife Habitat**

There are no known endangered species or critical game ranges on this site. Due to the history of agricultural use near the site, in addition to the adjacent residential uses, it provides little wildlife habitat. Wildlife species consist mainly of rodents and common birds. Little cover or shelter is available for wildlife species in the area.

### **F. Public Health and Safety**

The project will improve the public health and safety in the City of Laurel. All development improvements will be designed and constructed according to state and local standards, providing a quality, affordable housing development with clean and safe drinking water, wastewater disposal, and solid waste removal, all in a safe, built environment. A cash-in-lieu donation for parkland will be able to be used to better maintain city parks, improving those community amenities and discouraging the improper use thereof.



ZONE AE

1% ANNUAL CHANCE FLOOD DISCHARGE CONTAINED IN CULVERT

ZONE X

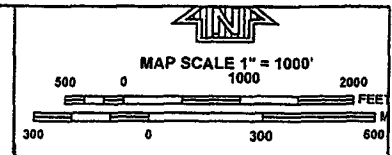
520000 FT

KEY TO NUMBERED STREETS

1. E MARYLAND LN
2. E NINETH ST
3. DATE AVE
4. SUNHAVEN DR
5. EIGHTH ST
6. E SEVENTH ST
7. FOURTH ST
8. JUNIPER AVE
9. HAZEL AVE
10. FIR AVE
11. PINE LN
12. ELM AVE
13. COTTONWOOD AVE
14. BIRCH AVE
15. IDAHO AVE
16. WASHINGTON AVE
17. W FOURTH ST
18. W THIRD ST
19. W SECOND ST
20. W FIRST ST

515000 FT

PANEL 1440



PANEL 1420E

**FIRM**  
FLOOD INSURANCE RATE MAP  
YELLOWSTONE COUNTY,  
MONTANA  
AND INCORPORATED AREAS

PANEL 1420 OF 1875  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

COMMUNITY	NUMBER	AREA	ACRES
LAUREL CITY OF	30086	103	E
YELLOWSTONE COUNTY, Incorporated Areas	30142	110	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

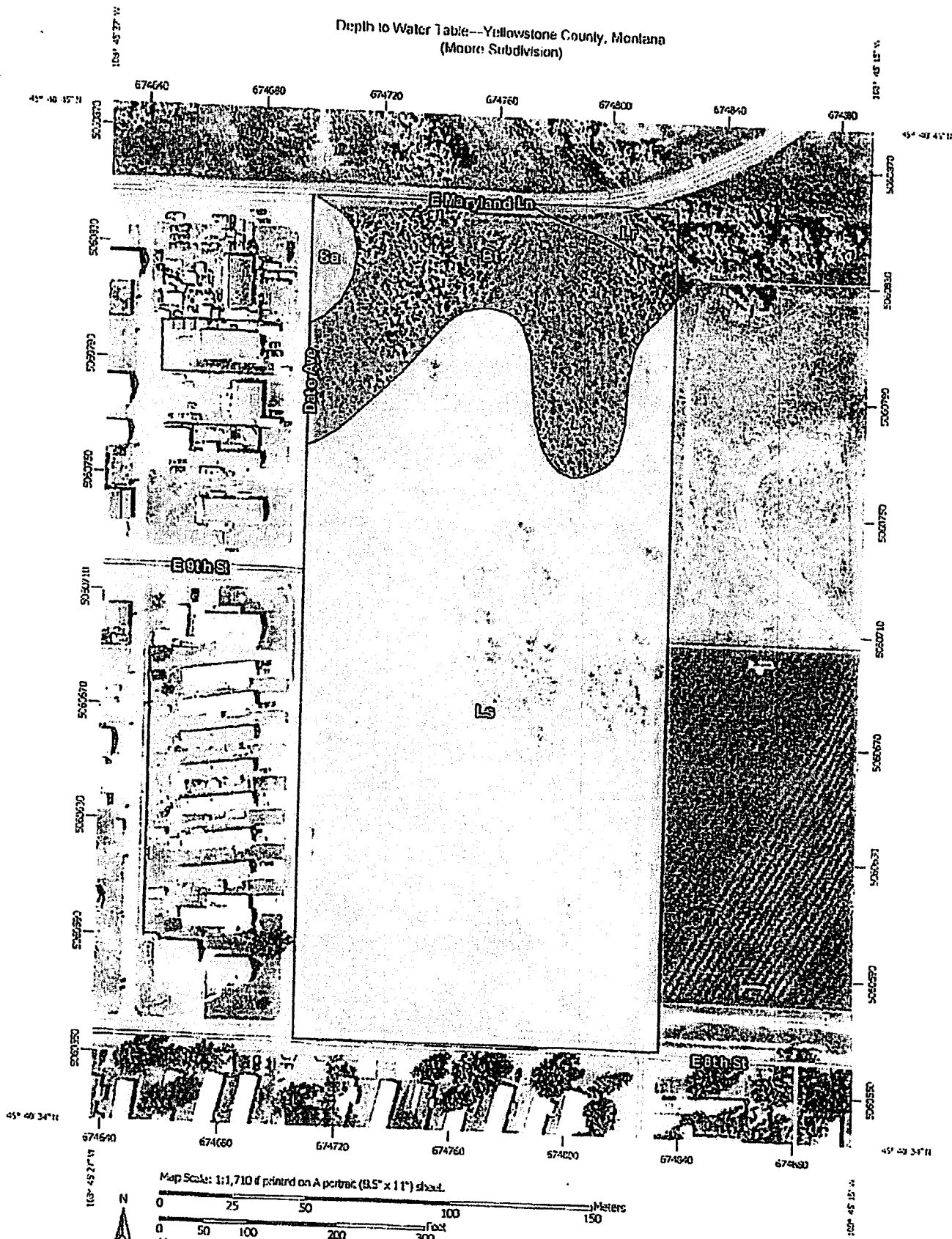
MAP NUMBER  
30111C1420E  
EFFECTIVE DATE  
NOVEMBER 6, 2013

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



Depth to Water Table--Yellowstone County, Montana  
(Moore Subdivision)



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

**Depth to Water Table—Yellowstone County, Montana  
(Moore Subdivision)**

MAP LEGEND	MAP INFORMATION
<p><b>Area of Interest (AOI)</b></p> <p> Area of Interest (AOI)</p> <p><b>Soils</b></p> <p><b>Soil Rating Polygons</b></p> <p> 0 - 25</p> <p> 25 - 50</p> <p> 50 - 100</p> <p> 100 - 150</p> <p> 150 - 200</p> <p> &gt; 200</p> <p> Not rated or not available</p> <p><b>Soil Rating Lines</b></p> <p> 0 - 25</p> <p> 25 - 50</p> <p> 50 - 100</p> <p> 100 - 150</p> <p> 150 - 200</p> <p> &gt; 200</p> <p> Not rated or not available</p> <p><b>Soil Rating Points</b></p> <p> 0 - 25</p> <p> 25 - 50</p> <p> 50 - 100</p> <p> 100 - 150</p> <p> 150 - 200</p> <p> &gt; 200</p>	<p> Not rated or not available</p> <p><b>Water Features</b></p> <p> Streams and Canals</p> <p><b>Transportation</b></p> <p> Rails</p> <p> Interstate Highways</p> <p> US Routes</p> <p> Major Roads</p> <p> Local Roads</p> <p><b>Background</b></p> <p> Aerial Photography</p>
	<p>The soil surveys that comprise your AOI were mapped at 1:20,000.</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p><b>Warning: Soil Map may not be valid at this scale.</b></p> <p>Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.</p> </div> <p>Please rely on the bar scale on each map sheet for map measurements.</p> <p>Source of Map: Natural Resources Conservation Service          Web Soil Survey URL: <a href="http://websoilsurvey.nrcs.usda.gov">http://websoilsurvey.nrcs.usda.gov</a>          Coordinate System: Web Mercator (EPSG:3857)</p> <p>Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.</p> <p>This product is generated from the NCSA-NRCS entitled data as of the version date(s) listed below.</p> <p>Soil Survey Area: Yellowstone County, Montana          Survey Area Date: Version 12, Dec 2, 2013</p> <p>Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.</p> <p>Date(s) aerial images were photographed: Jul 26, 2011—Aug 17, 2011</p> <p>The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.</p>

## Depth to Water Table

Depth to Water Table— Summary by Map Unit — Yellowstone County, Montana (MT111)				
Map unit symbol	Map unit name	Rating (centimeters)	Acres in AOI	Percent of AOI
Bl	Bone silty clay, 0 to 1 percent slopes	>200	1.7	18.6%
Lr	Lohmiller silty clay, 0 to 1 percent slopes	>200	0.2	1.7%
Ls	Lohmiller soils, seeped, 0 to 2 percent slopes	137	7.2	78.4%
Sa	Sage clay, 0 to 1 percent slopes	46	0.1	1.3%
Totals for Area of Interest			9.2	100.0%

### Description

"Water table" refers to a saturated zone in the soil. It occurs during specified months. Estimates of the upper limit are based mainly on observations of the water table at selected sites and on evidence of a saturated zone, namely grayish colors (redoximorphic features) in the soil. A saturated zone that lasts for less than a month is not considered a water table.

This attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

### Rating Options

*Units of Measure:* centimeters

*Aggregation Method:* Dominant Component

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Lower

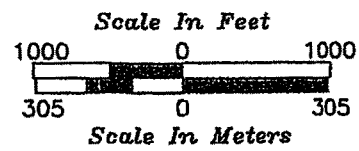
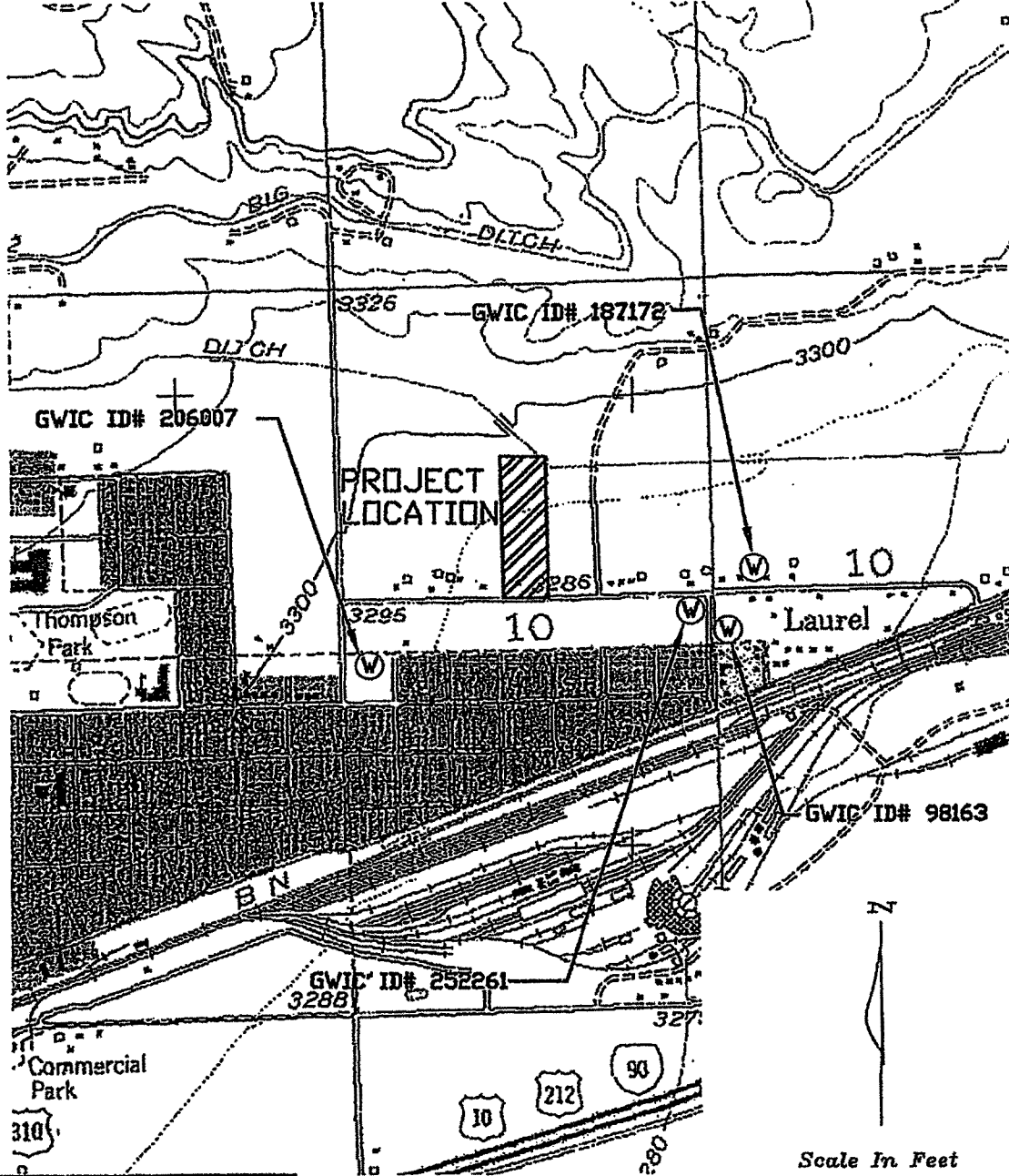
*Interpret Nulls as Zero:* No

*Beginning Month:* January

*Ending Month:* December

# WELL LOCATION MAP

NW 1/4, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 24 EAST, P.M.M.



**C&H**  
 Engineering and Surveying Inc.  
 1091 Stoneridge Drive • Bozeman, MT 59718  
 Phone (406) 587-1115 • Fax (406) 587-8768  
 www.chengineers.com • info@chengineers.com

WATER SAMPLE TAKEN FROM MONITORING WELL

SOURCE: USGS TOPOGRAPHIC QUADRANGLE MAP #12033.1  
 MONTANA'S GROUND-WATER INFORMATION CENTER



License No: WWC-532

Date 8/11/2003

Completed:



**Driller Certification**

All work performed and reported in this well log is in compliance with the Montana well construction standards. This report is true to the best of my knowledge.

<p>Name: MARVIN W. JEWETT Company: License No: WWC-532 Date 9/26/2009 Completed:</p>
--





1/30/2014

License No: WWC-344

Date 3/16/1981

Completed:







Engineering and Surveying Inc.

1091 Stoneridge Drive • Bozeman, Montana • Phone (406) 587-1115 • Fax (406) 587-9768  
www.chengineers.com • E-Mail: info@chengineers.com

June 24, 2016

City of Laurel  
City Planner  
Attn: Noel Eaton  
P.O. Box 10  
Laurel, MT 59044

**RE: Geotechnical Report – Regal Community Park**

Dear Noel,

C&H Engineering and Surveying, Inc. (C&H Engineering) is responding to your letter regarding the Development for Rent or Lease Application & Supplemental Information, dated May 27, 2016. You requested several modifications to this application including a change to the site name in the included geotechnical report prepared by C&H Engineering in 2012.

Currently, the site is named, Regal Community Park, but was previously named, Moore Subdivision at the time that geotechnical report was prepared in 2012. This geotechnical report has since been finalized and, therefore, cannot be changed. For the purposes of this application, the referenced Moore Subdivision in the geotechnical report refers to the Regal Community Park.

Please contact me if you have any questions about this letter or if we can provide you with more information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Balch', written over a horizontal line.

Mike Balch, P.E.

## 1.0 Introduction

C&H Engineering and Surveying Inc., (C&H Engineering) has conducted a geotechnical investigation for the proposed subdivision improvements to be constructed on Lot 7 and Lot 8 of the Nutting Brothers 2<sup>nd</sup> Filing Subdivision. The subject property is found in the Northwest Quarter of Section 10, Township 2 South, Range 24 East, in Yellowstone County, Montana.

The scope of services was to conduct a site investigation, evaluate the site, and provide a geotechnical investigation report. The report documents the sites' soil and groundwater conditions, subsurface soil properties, and provides construction recommendations.

## 2.0 Proposed Improvements

The proposed improvements include; widening of the street, adding curb, gutter, and sidewalk in the right-of-way of Date Avenue, Maryland Lane, and 8<sup>th</sup> Street. Water mains and sanitary sewer mains will be installed in the streets as well. Stormwater will flow down the curb lines to a curb inlet located in the southeast corner of the site and pipe the runoff to a retention pond located in the Open Space Tract. Mobile homes are proposed for each lot.

Detailed plans regarding the proposed residential structures was not provided prior to the completion of this report. It has been assumed that a residential mobile home structure will be supported by footings and piers and garages will be a slab-on-grade foundation system. It has also been assumed that the foundation elements will not be subject to eccentric loading.

## 3.0 Investigation

The investigation is separated into two parts; the field investigation and the laboratory analysis. While the scope of this project focuses more on the field investigation, we feel it is important to spend time verifying our field observations and conducting tests that will aid in the geotechnical analysis.

### 3.1 Field Investigation

On July 19, 2012 a site visit was made to the subject property to conduct a subsurface soils investigation and to observe ground features. The subsurface soils investigation consisted of examining two test pit excavations. The exploratory test pits were excavated with a backhoe provided by Bangert Construction and Excavation, Inc.

The relative density of each soil layer was estimated based on the amount of effort required to excavate the material, probing of the excavation sidewalls with a rock hammer and the overall stability of the excavation. Any evidence of seepage or other groundwater conditions were also noted. The locations of the test pits are shown on the Test Pit Location Map included in at the end of this report. The subsurface soil conditions encountered in the test pits are described in Section 4.2.

## 4.0 Site Evaluation

The site evaluation is based on both the field investigation and research of the sites' surface geology, soil survey information, and seismic history.

### 4.1 Site Description

The subject property has a total area of 7.853 acres. Access is provided by Date Avenue, Maryland Lane, and 8<sup>th</sup> Street. Please see the attached Test Pit Location Map for the exact location of the test pit locations. The slope across the designated building envelope is slight, with slope towards the southeast corner of the property. The property is lightly vegetated with grass and smaller trees.

### 4.2 Subsurface Soils and Conditions

The two test pits (TP) excavated for the field investigation exhibited very similar soil profiles. The following paragraphs briefly summarize the subsurface soils and conditions observed in the test pits excavated for the field investigation. The soil horizons are described as they were encountered in the test pit excavations, starting with the horizon nearest the surface and proceeding with each additional horizon encountered with depth. Please refer to "Test Pit Logs" at the end of this report for more detailed descriptions.

The test pits revealed approximately 22 -24 inches of a *Lean Clay* (CL), followed by *Fat Clay* (CH) to the end of excavation, 13.6 feet below grounds surface (bgs) in TP-1 and 12.8 feet bgs in TP-2. The Lean clay exhibited medium plasticity upon becoming wetted and was relatively dry and firm. The fat clay exhibited high plasticity upon becoming wetted and was relatively moist.

Both clay soils encountered are moisture sensitive and must be kept at a constant moisture condition to prevent from shrinking and swelling. It is recommended that a minimum of 2 feet of structural fill be placed and compacted beneath all load bearing foundation elements. It will also be important that an overall site grading and drainage plan be developed and properly implemented to keep the onsite sites at as near a constant moisture content as is possible.

### 4.3 Natural Resources Conservation Service Soil Survey

The Natural Resources Conservation Service (NRCS) Web Soil Survey (WSS) provides soil data and information produced by the National Cooperative Soil Survey. The NRCS has determined the physical characteristics and engineering properties, among other data, of near surface soils across the United States. The NRCS soil report is included at the end of this report. These data are reviewed against our observations and analysis of the subsurface soils encountered during the field investigation to determine if a correlation is present. If a strong correlation is determined, it is likely that other engineering properties or characteristics described by the NRCS regarding the soils present on the subject property are accurate as well. It should be noted that the NRCS typically only describes the soils located within 5 feet of the surface.

NRCS Soil Survey information of the area was taken from the NRCS WSS, Version 2.0. For more information please visit the NRCS Web Soil Survey on the World Wide Web, at <http://websoilsurvey.nrcs.usda.gov/app/>. The NRCS Soils Survey identifies two primary soil types across the subject property. The soil types are Bt – Bone Silty Clay, and Ls – Lohmiller Soils. The NRCS describes the upper soil horizons of these complexes alluvium. The NRCS gives both of these soils types a very limited soil rating for building site development due to their shrink-swell properties.

The two test pits excavated correlate well with both soil descriptions. Both test pits revealed clay soils are present that have medium to high plasticity and likely medium to high shrink-swell potential.

#### 4.4 Groundwater

Groundwater was encountered in TP-1 at a depth of 13.6 feet bgs. It was also observed that the groundwater elevation was approximately 4 to 5 feet below grounds surface in a groundwater monitoring well that had been installed on the southern end of Lot 7. Groundwater should not be an issue for the construction of the roadways and trailer foundations, but may be problematic for the installation of underground utilities, especially on the southern end of the subject property.

### 5.0 Geotechnical Analysis

The geotechnical analysis takes into account the field investigation and site evaluation to make engineering recommendations pertaining to bearing capacity, lateral pressures, settlement, and slope stability.

#### 5.1 Allowable Bearing Capacity

The allowable bearing capacity of a soil is defined as the maximum pressure that can be permitted on a foundation soil, giving consideration to all pertinent factors (such as settlement and seismic considerations), with adequate safety against rupture of the soil mass or movement of the foundation of such magnitude that the structure is impaired. The allowable bearing capacity is determined from the geotechnical analysis, the field investigation, available soil and geology information, and our experience in the project area.

Based on the site investigation, it recommended that all loads from the proposed structure be transmitted to a structural fill pad overlying lean or fat clay. For this scenario an allowable bearing capacity of 1,500 pounds per square foot (psf) may be used to dimension all foundation elements.

The allowable bearing capacity may be increased by one third for short term loading conditions such as those from wind or seismic forces.

#### 5.2 Settlement



While the soil at the site may be able to physically support the footings, it is also important to analyze the possible settlement of the structure. In many cases, settlement determines the allowable bearing capacity.

When a soil deposit is loaded by a structure, deformations within the soil deposit will occur. The total vertical deformation of the soil at the surface is called total settlement. Total settlement is made up of two components: elastic settlement and consolidation settlement. Elastic settlement is the result of soil particles rearranging themselves into a denser configuration due to a load being imposed on them and usually occurs during the construction process and shortly after. Consolidation settlement occurs more slowly and over time as water within the pore spaces of a soil are forced out and the soil compresses as the stress from the load is transferred from the water molecules to the soil particles. Consolidation settlement is more of a concern with fine-grained soils with low permeability and high in-situ moisture contents. The degree of settlement is a function of the type of bearing material, the bearing pressure of the foundation elements, local groundwater conditions, and in some cases determines the allowable bearing capacity for a structures' footings.

In addition to analyzing total settlement, the potential for differential settlement must also be considered. Differential settlement occurs in soils that are not homogeneous over the length of the foundation or in situations where the foundation rests on cut and fill surfaces. If the foundation rests on structural fill overlaying properly prepared soils with rock, differential settlement is expected to be well within tolerable limits. Areas that have significantly more fill under the foundation footings (four feet or more) create greater potential for differential settlement. In these cases the structural fill must be installed properly and tested frequently. Compaction efforts and structural fill consistence are vital in minimizing differential settlement. For this project it is not anticipated that significant quantities of structural fill will be required. For this project, total settlement is expected to consist of elastic settlement.

A settlement analysis based on conservative soil parameter estimates, the allowable bearing capacity recommended in Section 5.1, and the assumption that all recommendations made in this report are properly adhered to, indicates the total and differential settlement are expected to be 1-inch or less. Structures of the type assumed can generally tolerate this amount of movement, however, these values should be checked by a structural engineer to verify that they are acceptable.

Please note that the settlement estimates are based on loads originating from the proposed structure. If additional loads are introduced, such as the placement of large quantities of fill, our office should be contacted to re-evaluate the settlement estimates.

### 5.2.1 Collapsible Soils

Collapsible soils are soils that compact and collapse after wetting. The soil particles are originally loosely packed and barely touch each other before moisture infiltrates into the soil. As water infiltrates into the soil it reduces the friction between the soil particles and allows them to slip past each other and become more tightly packed, often resulting in a radical reduction in

volume; this radical reduction in volume can occur without any additional loading of the soil. Another term for collapsible soils is "hydrocompactive soils" because they compact after water is added. The amount of collapse depends on how loosely the particles are packed originally and the thickness of the soil layer susceptible to collapse.

Soils with dry densities of less than 80 pounds per cubic foot (pcf), generally silts deposited by the wind, are considered to be susceptible to collapse. Soils with dry unit weights greater than 90 pcf are not considered susceptible to collapse. Using this correlation, it is our opinion that the proposed structure is not at risk of sustaining damage due to collapsible soils.

## 6.0 Recommendations

The following recommendations are given as guidance to assure for a safe and effective foundation for the proposed structure. These recommendations are determined by the geotechnical analysis, code requirements, our experience, and local construction practices.

### 6.1 Structural Fill

Structural fill is defined as all fill that will ultimately be subjected to structural loadings, such as those imposed by footings, floor slabs, pavements, etc. It is anticipated that structural fill will not be required for this project below the footings. The native soils encountered during the field investigation are not suitable as structural fill for this project. If structural fill is required it will need to be imported. Imported structural fill is recommended to be a well graded gravel with sand that contains less than 20 percent material that will pass a No. 200 sieve and that has a maximum particle size of 3 inches.

Structural fill must be placed in lifts no greater than 12 inches (uncompacted thickness) and be uniformly compacted to a minimum of 97 percent of its theoretical maximum dry density, as determined by ASTM D698, at  $\pm 3$  percent of the materials optimum moisture content. The structural fill must be compacted with a large vibratory smooth drum roller; a sheeps foot roller will not be adequate for this purpose. Please note that if a moisture-density relationship test (commonly referred to as a proctor) needs to be performed for a proposed structural fill material to determine its theoretical maximum dry density, a sample of the material must be delivered to this office a minimum of three full working days prior to beginning placement of the structural fill.

Achieving proper compaction is imperative, as it will insure no additional settlement of the structure occurs. Therefore, it is required that C&H Engineering verifies proper compaction in all structural fill lifts.

### 6.2 Exterior Slabs-on-Grade

For exterior areas to be paved with concrete slabs, it is recommended that, at a minimum, the topsoil and any organics be removed. The subgrade soils then need to be compacted to an unyielding condition. Then for non-vehicular traffic areas, a minimum of 6 inches of  $\frac{3}{4}$ -inch

minus rock needs to be placed, and 4 inches of 4000 pounds per square inch concrete placed over the ¾-inch minus rock. For areas with vehicular traffic, a minimum of 9 inches of ¾-inch minus rock should be placed, followed by 4 inches of 4000 pounds per square inch concrete.

Exterior slabs that will be located adjacent to the foundation walls need to slope away from the structure at a minimum grade of 2 percent and should not be physically connected to the foundation walls. If they are connected, any movement of the exterior slab will be transmitted to the foundation wall, which may result in damage to the structure. Additionally, any exterior columns (such as those for patios or decks) should not bear on exterior slabs. Any movement of the exterior slab will be transmitted to the column, which may also result in damage.

If concrete slabs are to be placed on foundation wall backfill, the backfill must be compacted to 95 percent of its maximum dry density, as determined by ASTM D698. It is recommended the backfill be placed in uniform lifts and compacted as described in Section 6.4.

### 6.3 Asphalt Paving Improvements

For areas to be paved with asphalt, it is recommended that, as a minimum, the topsoil and any organics be removed. The native subgrade then needs to be rolled at  $\pm 2$  percent of its optimum moisture content to 95 percent of its maximum dry density, as determined by ASTM D698. Next a 12-inch layer of compacted 6-inch minus gravel needs to be placed (sub-base layer), followed by a 3-inch layer of compacted 1-inch minus road mix (base layer). Both gravel courses must be compacted at  $\pm 3$  percent of their optimum moisture content to 95 percent of their maximum dry density. A 3-inch thick layer of asphalt pavement can then be placed and compacted over this cross-section.

It is recommended that following compaction of the native subgrade, a loaded dump truck or other heavy piece of equipment be driven over it to determine the stability of the subgrade. If any isolated soft spots are found, these areas should be sub-excavated and replaced with compacted fill. If widespread unstable conditions are present (i.e. significant rutting or pumping is observed) the sub-base component of the road section will need to be increased and a geotextile may also be required, especially if moisture related issues are the cause of the instability.

If asphalt paving is to be placed on foundation wall backfill, it is imperative that the backfill be compacted to 95 percent of its maximum dry density, as determined by ASTM D698. It is recommended the backfill be placed in uniform lifts and compacted as described in Section 6.4.

### 6.4 Site Grading

Surface water should not be allowed to accumulate and infiltrate the soil near the foundation. Proper site grading will ensure surface water runoff is directed away from the foundation elements and will aid in the mitigation of excessive settlement. Please find the following as general site grading recommendations:

- Finished grade must slope away from the building a minimum of 5 percent within the first 10 feet, in order to quickly drain ground surface and roof runoff away from the

foundation walls. Please note that in order to maintain this slope; it is imperative that any backfill placed against the foundation walls be compacted properly. If the backfill is not compacted properly, it will settle and positive drainage away from the structure will not be maintained.

- Permanent sprinkler heads for lawn care should be located a sufficient distance from the structure to prevent water from draining toward the foundation or saturating the soils adjacent to the foundation.
- Rain gutter down spouts are to be placed in such a manner that surface water runoff drains away from the structure.
- All roads, walkways, and architectural land features must properly drain away from all structures.

## 6.5 Underground Utilities

The onsite soils contain clayey material. Clayey material can be moderately corrosive to metallic conduits. We recommended specifying non corrosive materials or providing corrosion protection unless additional tests are performed to verify the onsite soils are not corrosive.

It is recommended that ¾-inch minus gravel be used as a bedding material. The bedding material should be thoroughly compacted around all utility pipes. Trench backfill shall be compacted to a minimum of 95 percent of its maximum dry density in landscaped areas and a minimum of 97 percent of its maximum dry density beneath foundation footings. Backfilling around and above utilities should meet the requirements of Montana Public Works Standard Specifications.

## 6.6 Construction Administration

The foundation is a vital element of a structure; it transfers all of the structures dead and live loads to the native soil. It is imperative that the recommendations made in this report are properly adhered to. A representative from C&H Engineering should observe the construction of any foundation or drainage elements recommended in this report and should verify proper compaction has been achieved in all structural fill lifts. The recommendations made in this report are contingent upon our involvement. If the soils encountered during the excavation differ than those described in this report or any unusual conditions are encountered, our office should be contacted immediately to examine the conditions and re-evaluate our recommendations.

If construction and site grading take place during cold weather, it is recommended that approved winter construction practices be observed. All snow and ice shall be removed from cut and fill areas prior to site grading taking place. No fill should be placed on soils that are frozen or contain frozen material. No frozen soils can be used as fill under any circumstances. Please note that not following the preceding recommendations may potentially result in foundation settlement issues in the spring when the frost thaws and the snow melts.

Additionally, concrete should not be placed on frozen soils and should meet the temperature requirements of ASTM C 94. Any concrete placed during cold weather conditions shall be protected from freezing until the necessary compressive strength has been attained. Once the footings are placed, frost shall not be permitted to extend below the foundation footings, as this could heave and crack the foundation footings and/or foundation walls.

It is the responsibility of the contractor to provide a safe working environment with regards to excavations on the site. All excavations should be sloped or shored in the interest of safety and in accordance with local and federal regulations, including the excavation and trench safety standards provided by the Occupational Safety and Health Administration (OSHA). According to OSHA regulations (29 CFR 1926 Subpart P Appendix A) the subsurface soils encountered in the test pit excavations can be generally classified as Type B. For Type B soils, OSHA regulations state that cut slopes shall be no steeper than 1.0H:1V for excavations less than 20 feet deep. A trench box may also be used, provided the system extends at least 18 inches above the top of the trench walls. Please understand the preceding OSHA soil classification is provided for planning purposes only and the actual classification of the onsite soils will need to be determined by the contractor onsite during excavation.

## 7.0 Conclusions

The soils present at the site will be adequate to support the proposed structure, provided the recommendations made in this report are properly followed. Please find the following recommendations as particularly crucial:

- All foundation elements are to bear on a minimum of 2 feet of compacted structural fill overlying lean or fat clay. The foundation footings may be dimensioned for an allowable bearing capacity of 1,500 psf.
- All site grading and drainage recommendations must be properly implemented.
- The exposed subgrade must remain in a dry condition throughout construction of the foundation elements.
- If construction takes place during the colder months of the year, the subgrade must be protected from freezing until all foundation elements are properly covered with the required 48 inches of soil.

## 8.0 Report Limitations

This report is for the exclusive use of Raymond E. Moore and his authorized agents. In the absence of our written approval, we make no representation and assume no responsibility to other parties regarding the use of this report. The recommendations made in this report are based upon data obtained from test pits excavated at the locations indicated on the attached Test Pit Location Map. It is not uncommon that variations will occur between these locations, the nature and extent of which will not become evident until additional exploration or construction is

conducted. These variations may result in additional construction costs, and it is suggested that a contingency be provided for this purpose. If the soils encountered during the excavation differ than those described in this report or any unusual conditions are encountered, our office should be contacted immediately to examine the conditions and re-evaluate our recommendations if necessary.

This report is applicable to the subject property only and is not applicable to other construction sites. Under no circumstances shall a portion of this report be removed or be used independently of the rest of the document, this report is applicable as a full document only. The preparation of this report has been performed in a manner that is consistent with the level and care currently practiced by professionals in this area under similar budget and time restraints. No warranty, expressed or implied, is made.








## 9.0 References

International Code Council, Inc., "2009 International Building Code (IBC)," International Code Council, Inc., 2009.

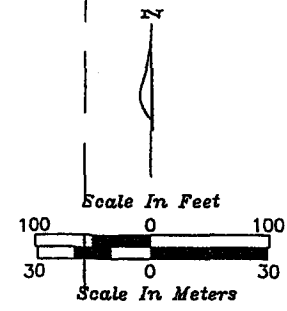
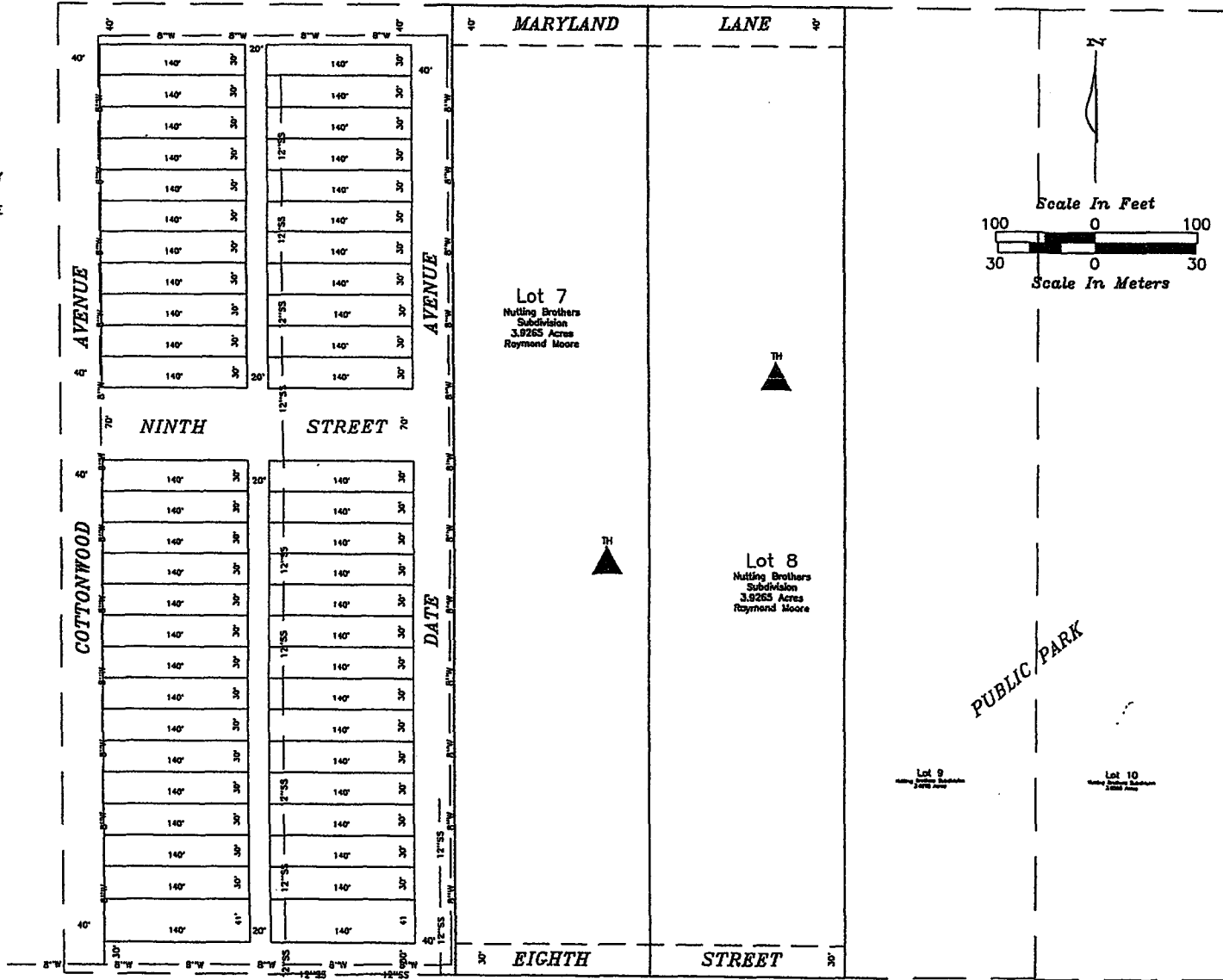
Kehew, Alan, "Geology for Engineers and Environmental Scientists," 3rd ed., Prentice Hall, 2006.

Das, Braja M., "Principles of Geotechnical Engineering," 3rd ed., Boston, MA, PWS Publishing Company, 1994.

**LEGEND**

-  TEST HOLE
-  EXISTING SANITARY SEWER MAIN
-  EXISTING WATER MAIN
-  PROPERTY BOUNDARY
-  SURROUNDING PROPERTY BOUNDARY
-  EXISTING SANITARY SEWER MANHOLE
-  EXISTING WATER VALVE

LEGAL DESCRIPTION:  
 NUTTING BROTHERS SUBDIVISION  
 SEC. 10, T. 2S, R. 24E, P.44M.  
 YELLOWSTONE COUNTY, MONTANA



1 TEST PIT LAYOUT DRAWING  
 TP SCALE 1"=100'

PROJECT #12033.2

Sheet 1 of 1



AL0028  
 AL0029  
 AL0030

**TEST PIT LAYOUT DRAWING**  
**LOT 7 & 8, NUTTING BROTHERS SUBDIVISION**  
 YELLOWSTONE COUNTY, MONTANA

Drawing Date: 8/13/2012



PROJECT #12033.2



Engineering and Surveying Inc.

# TEST PIT LOG

PROJECT: RAY MOORE

PROJECT #: 12033.1

PROJECT LOCATION: LOT 7, NUTTING BROTHERS SUB., YELLOWSTONE COUNTY, MT

DATE: 07/19/2012

TEST PIT LOCATION: SEE SITE PLAN

START: 10:30

FINISH: 11:00

DRILL TYPE: BACKHOE

DRILLER: BANGERT CONSTRUCTION & EXCAVATION

LOGGED BY: MICHAEL J. WELCH, P.E.

TEST PIT ID: TH-1

ELEVATION:

TOTAL DEPTH: 163'

DEPTH TO GW: 163'

DEPTH (ft)	GRAPHIC LOG	SOIL DESCRIPTION	USDA SOIL DESCRIPTION	MUNSELL SOIL COLOR
1		(0-22") Light Olive Gray; organics present; moderate medium blocky structure; medium high density; trace gravel; friable; no mottling; strong reaction with dilute Hydrochloric Acid.	CLAY LOAM	5Y 6/2
2		(22"-163") Olive Gray; no dominant structure; no mottling; trace gravel; reduction in shear strength and increase in moisture content observed at a depth of 108"; strong reaction with dilute hydrochloric acid; groundwater encountered at 163".	CLAY	5Y 4/2
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14	End of Excavation Groundwater Encountered.			

REMARKS: Munsell soil color determined from moist soil samples.  
Seasonally high groundwater elevation estimated at 108" based on decrease in shear strength and increase in moisture content.





Engineering and Surveying Inc.

# TEST PIT LOG

PAGE 1 OF 1

PROJECT: RAY MOORE

PROJECT #: 12033.1

PROJECT LOCATION: LOT 8, NUTTING BROTHERS SUB., YELLOWSTONE COUNTY, MT

DATE: 07/19/2012

TEST PIT LOCATION: SEE SITE PLAN

START: 11:10

FINISH: 11:30

DRILL TYPE: BACKHOE

DRILLER: BANGERT CONSTRUCTION & EXCAVATION

LOGGED BY: MICHAEL J. WELCH, P.E.

TEST PIT ID: TH-1

ELEVATION:

TOTAL DEPTH: 154"

DEPTH TO GW: N/E

DEPTH (ft)	GRAPHIC LOG	SOIL DESCRIPTION	USDA SOIL DESCRIPTION	MUNSELL SOIL COLOR
1		(0-24") Light Olive Gray; organics present; moderate medium blocky structure; medium high density; trace gravel; friable; no mottling; strong reaction with dilute Hydrochloric Acid.	CLAY LOAM	5Y 6/2
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13		End of Excavation		
14				

REMARKS: Munsell soil color determined from moist soil samples.  
 Seasonally high groundwater elevation estimated at 120" based on decrease in shear strength and increase in moisture content.

# Engineering Design Report for:

## Regal Community Park

Laurel, Montana

Prepared for:

Regal Land Development, Inc.

P.O. Box 80445

Billings, MT 59108

Prepared by:

Scott A. Worthington, P.E.

In Site Engineering, P.C.

4118 Woodcreek Dr.

Billings, MT 59106

January 17, 2017

---

## 1.0 General Information

The proposed Regal Community Park is a 55-unit residential single family, private manufactured home development for rent or lease located on 7.86 acres known currently as Lots 7 and 8 of Nutting Brothers Subdivision, 2<sup>nd</sup> Filing. The project is generally located east of Date Avenue, south of Maryland Lane, north of Eighth Street, and west of the City Park / Soccer Field.

The Owner, Developer, and Official Custodian of This Subdivision is:

Regal Land Development, Inc.  
Dan Wells, President  
P.O. Box 80445  
Billings, MT 59108

For water, this Subdivision will be served by groundwater pumped from wells, treated as required, and distributed throughout the subdivision with water mains and water service laterals to each house. There are no existing public water systems or other existing water works facilities in the area of this subdivision available for providing water.

For sewer, this Subdivision will be served by individual subsurface wastewater treatment systems. There are no existing public sewer systems or other sewerage facilities available in this area for providing service to this subdivision.

## 2.0 Extent of Waterworks System

This Subdivision consists of 7.86 total acres with 7.00 acres of Net Area. Of the 7.00 acres, 3.36 acres are impervious areas of roofs and drives and 3.64 acres are pervious areas of landscaping. There are 55 single family manufactured home sites, each being, on average, 4,419 square feet in size. The water system will supply water for domestic and fire flow purposes. Irrigation water to serve the needs of the landscaped areas will be provided by a groundwater well. The new water mains will be 6-inch in diameter PVC and the new residential service connections will be 1 inch in diameter.

## 3.0 Flow Demands

From the 2010 census, the average household size in Laurel, MT is 2.38 individuals per household. The average family size is 2.9 individuals per family. For design, 3 individuals per single family residential unit were used. The population served by this community water system is:

$$(55 \text{ dwelling units}) \times (3 \text{ individuals / dwelling unit}) = \underline{165 \text{ people}}$$

The average day domestic water demand is:

$$(100 \text{ gallons per capita per day}) \times (3 \text{ people per household}) = \underline{300 \text{ gallons per day per dwelling unit}}$$

This is a total average daily domestic water demand of:

$$(300 \text{ gallons per day per dwelling unit}) \times (55 \text{ dwelling units}) = \underline{16,500 \text{ gallons per day}}$$

Average Day Demand Peaking Factor is 1.0

Maximum Day Demand Peaking Factor is 2.3

Peak Hour Demand (Peaking Factor is 3.0)

Minimum fire hydrant flow demand = 1000 gallons per minute

#### **4.0 Peak Demands (Design Peak Flow) and System Pressures for Hydraulic Modeling**

Average Day Demand (flowrate) is 16,500 gpd / 1440 minutes per day = 11.46 gpm

Maximum Day Demand = 11.46 gpm x 2.3 = 26.36 gpm

Peak Hour Demand = 11.46 gpm x 3.0 = 34.38 gpm

The Design Peak Flow used for hydraulic modeling is the combination of the Peak Hour Demand and Minimum fire hydrant flow at the most remote hydrant:

Design peak flow = 34.38 gpm + 1000 gpm = 1035 gpm.

Minimum system pressure during Design peak flow = 20 psi.

Static, residual, and pitot pressures were obtained from fire hydrant #014 located at the intersection of 8<sup>th</sup> Street and Date Avenue. Measurements obtained by the City of Laurel Fire Department indicate a static pressure of 75.00 psi, a pitot pressure of 52.5 psi, and a residual pressure of 59.00 psi at this hydrant. Therefore:

Available system pressure = 75.00 psi.

#### **5.0 Water System Hydraulic Analysis**

The Hazen Williams equation was used calculate the head-loss due to friction in the 6-inch water main from the point of connection to the hydrant at the most remote extent of the new 6-inch private service line during the Design peak flow as follows:

Flow Q = 1035 gpm = 2.31 cfs

Diameter D = 6 in. = 0.50 ft

Area A = 0.196 sf

Velocity V = Q/A = 11.79 fps

Hazen Williams Coefficient  $C_h = 130$

Hydraulic Radius = Area / Wetted Perimeter = D/4 = 0.125 ft

L = 1034 ft

Hazen Williams Equation:  $V = 1.318(C_h)(R)^{0.63}(hf/L)^{0.54}$

Head loss due to friction = 82 ft = 36 psi

Elevation Head Loss from point of connection to discharge point = 6 ft = 3 psi

Total Pressure loss due to design flow = 36 psi + 3 psi = 39 psi

Available Pressure – Pressure loss due to design flow = 75 psi – 39 psi = 36 psi

As shown by these calculations, the City water system can provide the design peak flow (the peak hour demand plus fire hydrant demand) without the system pressure dropping below 36 psi.

## 6.0 Sewer System

The proposed Regal Community Park will connect to the existing City of Laurel sanitary sewer system. A sanitary sewer main will run south in Regal Avenue and connect to an existing manhole at the north end of an existing 8-inch sanitary sewer main in Pine Lane near 8<sup>th</sup> Street. The new sewer main will be a private 6-inch diameter PVC main and new manholes will be installed at angle points and at the upper extent of the new sewer main.

Design Requirements:

Using 3 people per household for design, as in the water demand calculations, the population at build-out will be:

3 people per unit x 55 units = 165 people

The design flow rate is 165 people x 100 gpcpd = 16,500 gpd = 11.46 gpm

The peak (instantaneous) demand is determined by multiplying the combined average day demand by a peaking factor as follows:

$$\frac{\text{Design Peak Flow}}{\text{Design Average Flow}} = \frac{(18 + \sqrt{P})}{(4 + \sqrt{P})} \text{ where } P = \text{population in thousands}$$

For this subdivision the peaking factor is:

$$\frac{(18+\sqrt{0.165})}{(4+\sqrt{0.165})} = \underline{4.18}$$

The design peak flow is then:

$$(4.18 \text{ peak factor}) \times 16,500 \text{ gpd} = \underline{68,970 \text{ gpd}} = \underline{47.90 \text{ gpm}} = \underline{0.107 \text{ cfs}}$$

The capacity of a 6-inch main using Manning's equation is:

$$Q_{\text{full}} = (1.486/n)AR^{2/3}S^{1/2}$$

Manning's n= 0.013 for PVC pipe

Minimum Slope S= 0.006 ft/ft

Area A = 0.196 sf

Hydraulic Radius Area / Wetted Perimeter = D/4 = 0.5/4 = 0.125 ft

Solving  $Q_{\text{full}} = 0.435 \text{ cfs}$

The new private sewer will flow at  $0.107 \text{ cfs}/0.435 \text{ cfs} = 24.6\%$  of the full flow capacity of a 6-inch pipe. Therefore, a 6-inch pipe will more than adequately handle the design sewer flow for this project.

## 7.0 Sewer Capacity Verification

Great West Engineering indicated in a letter dated March 11, 2014 that there is adequate capacity in the sewer mains and lift station to meet an additional flow of 0.212 cfs for the proposed development. The proposed development, however, will only generate an additional peak flow of 0.107 cfs. Therefore, there is adequate capacity in the sanitary sewer system within the City of Laurel to handle the demand of this project. Please see a copy of this letter from Great West Engineering to the City of Laurel attached to this report.

## 8.0 Storm Drainage Retention

The pre-development basin is 7.85 acres or 341,946 square feet with a Rational runoff Coefficient of C=0.20 for undeveloped land.

Pre-developed runoff is calculated per MDEQ Circular 8 standard with the 2-year, 24 hour rainfall event, which is 1.44 inch of total rainfall according to the City of Billings Storm Water Management Manual.

Predeveloped runoff Volume = (C)(I)(A)

$$=(0.20)(1.44/12 \text{ ft})(341,946 \text{ sf})$$

$$=\underline{8,207 \text{ cubic feet}}$$

The post-development runoff is also calculated per MDEQ Circular 8 standard with the 2-year, 24 hour rainfall event, which is 1.44 inch of total rainfall according to the City of Billings Storm Water Management Manual, but with the post-development basin conditions, as follows:

Post development basin conditions:

Impervious Area (roofs and drives):

$$3.70 \text{ acres} = 161,208 \text{ square feet with a Rational runoff Coefficient of } C=0.95$$

Pervious Area (landscaping and gravel):

$$4.15 \text{ acres} = 180,738 \text{ square feet with a Rational runoff Coefficient of } C=0.20$$

Total Area:

$$7.85 \text{ acres} = 341,946 \text{ square feet with an area-weighted Rational runoff Coefficient of } C=0.55$$

Post development runoff Volume = (C)(I)(A)

$$=(0.55)(1.44/12 \text{ ft})(341,946 \text{ sf})$$

$$=\underline{22,568 \text{ cubic feet}}$$

The required storage for the retention pond is the difference between the pre-development runoff volume and the post development runoff volume:

$$22,568 \text{ cf} - 8,207 \text{ cf} = \underline{14,361 \text{ cubic feet}}$$

The pond, as designed with an area of 8,760 square feet, a depth of 2 feet, and 4:1 side slopes has a storage capacity of 14,573 cubic feet, which exceeds the required storage.



November 13, 2015

Mike Balch  
C & H Engineering and Surveying Inc.  
1091 Stoneridge Dr.  
Bozeman, MT 59718

RE: Regal Community Park

Mike,

The above mentioned project is located South of E Maryland LN between Date Ave and Elm Ave in Laurel MT.

In response to your request, this letter is to acknowledge that this property is within the CenturyLink serving area and services can be provided.

The Tariff Rates and Regulations prescribed for service for this area are on file with your state Utilities Commission and may be examined at your local CenturyLink Business Office.

Regards,

*Paul Fendley*

**Engineer**  
2707 W Main St  
Bozeman, Mt 59718  
Ofc 406-585-2353  
[paul.fendley1@Centurylink.com](mailto:paul.fendley1@Centurylink.com)



## Mike Balch

---

**From:** Goodale, Gary L <Gary.Goodale@charter.com>  
**Sent:** Wednesday, November 11, 2015 12:22 PM  
**To:** Mike Balch  
**Subject:** RE: project in Laurel

Mike,

I have drove this out and looked at my design. My only option will be to come off of the pole line in front of this location. We have strand built now, just no coax. Which means I would need to build 1 to 2 spans of mainline to service this lot location. And I assume, on that same pole line, power company has a transformer and they will come from the same location. We would riser done pole line and convert to underground. I will be following the same route, enclosure locations as the power company. Hope this helps, any other questions or concerns please feel free to reach out to me.

Thank you,

Gary

**Charter**  
COMMUNICATIONS

Gary Goodale | Construction Supervisor  
Office: 406.238.7734 | Mobile: 406.672.0531  
1860 Monad Rd. | Billings, MT 59102

---

**From:** Goodale, Gary L  
**Sent:** Wednesday, November 11, 2015 9:43 AM  
**To:** Mike Balch  
**Cc:** Campbell, Thomas  
**Subject:** RE: project in Laurel

Mike,

I will plan on doing a drive out on this and also look at our current design. I will follow up with you within a day or two with any concerns/comments. Thank you for your correspondence.

Gary

**Charter**  
COMMUNICATIONS

Gary Goodale | Construction Supervisor  
Office: 406.238.7734 | Mobile: 406.672.0531  
1860 Monad Rd. | Billings, MT 59102

---

**From:** Campbell, Thomas  
**Sent:** Wednesday, November 11, 2015 9:20 AM  
**To:** Goodale, Gary L  
**Cc:** Mike Balch  
**Subject:** FW: project in Laurel

Mike

I forwarded this to Gary he is the Construction Sup. for this area.

---

**From:** Mike Balch [<mailto:mbalch@chengineers.com>]  
**Sent:** Wednesday, November 11, 2015 8:52 AM  
**To:** Campbell, Thomas  
**Subject:** project in Laurel

Hi Tom,

In early 2014 I was working on a project in Laurel at the corner of 8<sup>th</sup> and Date called the "Moore Subdivision". The project was never built and now a new owner is developing the property with a new layout. I've attached the new layout. Would you be able to provide a letter with any comments you may have on the project? The project is now called the "Regal Community Park". Thank you.

Mike Balch, P.E.

C&H Engineering and Surveying, Inc  
1091 Stoneridge Drive, Bozeman, MT 59718  
Phone: 406-587-1115 Fax: 406-587-9768  
[mbalch@chengineers.com](mailto:mbalch@chengineers.com)

Providing Civil Engineering, Structural Engineering, Land Surveying, Subdivision Design, Geotechnical Engineering, Septic/Water System Design and Soils/Concrete testing since 1994.



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Dear Mr. Balch:

I have conducted a cultural resource file search for the above-cited project located in Section 10, T2S R24E. According to our records there has been one previously recorded site within the designated search locale. Site 24YL0163 is the historic Nutting Canal. In addition to the site there have been a few previously conducted cultural resource inventories done in the area.

It is SHPO's position that any structure over fifty years of age is considered historic and is potentially eligible for listing on the National Register of Historic Places. If any structures are to be altered and are over fifty years old we would recommend that they be recorded and a determination of their eligibility be made.

As long as there will be no disturbance or alteration to structures over fifty years of age we feel that there is a low likelihood cultural properties will be impacted. We, therefore, feel that a recommendation for a cultural resource inventory is unwarranted at this time. However, should structures need to be altered or if cultural materials be inadvertently discovered during this project we would ask that our office be contacted and the site investigated.

If you have any further questions or comments you may contact me at (406) 444-7767 or by e-mail at [dmurdo@mt.gov](mailto:dmurdo@mt.gov). I have attached an invoice for the file search. Thank you for consulting with us.

Sincerely,

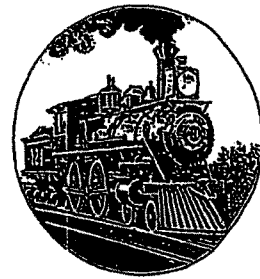
Damon Murdo  
Cultural Records Manager  
State Historic Preservation Office

le: LOCAL/SUBDIVISIONS/2014

# Laurel Public Schools

Tim Bronk, Superintendent  
School District No. 7 & 7-70  
410 Colorado Avenue  
Laurel, Montana 59044

District Office (406) 628-8623 • Website: [www.laurel.k12.mt.us](http://www.laurel.k12.mt.us)  
Fax (406) 628-8625 • Email [tim\\_bronk@laurel.k12.mt.us](mailto:tim_bronk@laurel.k12.mt.us)



November 11, 2015

C&H Engineering and Surveying, Inc  
1091 Stoneridge Drive  
Bozeman, MT 59718

RE: Moore Subdivision

Dear Mr. Mike Blach, P.E.;

In response to your question regarding the Moore Subdivision I would need some additional information. Can you please provide me with the anticipated number of students and homes that will occupy this subdivision and the anticipated date of completion?

Most of our school buildings are currently over capacity and as we are looking for solutions, this information would be useful. Probably my biggest concern would pedestrian safety, and that students have safe routes, sidewalks from there to existing sidewalks, as there would not be bus transportation provided to this area.

If you have additional questions please do not hesitate to contact me.

Thanks,

Tim Bronk

## Mike Balch

---

**From:** Tim Bronk <tim\_bronk@laurel.k12.mt.us>  
**Sent:** Thursday, November 12, 2015 5:12 PM  
**To:** Mike Balch  
**Subject:** Re: proposed mobile home park in Laurel

Mike,

Thank you for the information.

Tim Bronk  
Superintendent  
Laurel Public School

On Nov 12, 2015, at 4:56 PM, Mike Balch <[mbalch@chengineers.com](mailto:mbalch@chengineers.com)> wrote:

Hi Tim,

We are planning on 73 spaces for mobile homes. Laurel, on average, has 2.43 people per dwelling unit with 18.1% of the population between age 5 and 18. Using those numbers we can expect an additional 32 school aged children to live in the development. The project would be built over the next one to two years.

The project would greatly increase the pedestrian safety in the area by providing sidewalks along all of the streets (east side of Date, both sides of Elm, north side of 8<sup>th</sup>, and south side of Maryland, as well as a pedestrian trail corridor that will link the existing neighborhood to the west (9<sup>th</sup> St.) to the park located to the east of the site. Please let me know if you would like any other information. Thank you.

Mike Balch, P.E.

C&H Engineering and Surveying, Inc  
1091 Stoneridge Drive, Bozeman, MT 59718  
Phone: 406-587-1115 Fax: 406-587-9768  
[mbalch@chengineers.com](mailto:mbalch@chengineers.com)

Providing Civil Engineering, Structural Engineering, Land Surveying, Subdivision Design, Geotechnical Engineering, Septic/Water System Design and Soils/Concrete testing since 1994.

<image001.jpg>

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**From:** Tim Bronk [[mailto:tim\\_bronk@laurel.k12.mt.us](mailto:tim_bronk@laurel.k12.mt.us)]  
**Sent:** Thursday, November 12, 2015 10:04 AM  
**To:** Mike Balch <[mbalch@chengineers.com](mailto:mbalch@chengineers.com)>  
**Subject:** Re: proposed mobile home park in Laurel

Mike,

Please find my response attached. Thanks.

On Thu, Nov 12, 2015 at 8:03 AM, Mike Balch <[mbalch@chengineers.com](mailto:mbalch@chengineers.com)> wrote:

Hi Tim,

Thank you for the quick response. I was not able to open the attached file. Could you send it in a pdf or word document format? Thank you.

Mike Balch, P.E.

C&H Engineering and Surveying, Inc

1091 Stoneridge Drive, Bozeman, MT 59718

Phone: [406-587-1115](tel:406-587-1115) Fax: [406-587-9768](tel:406-587-9768)

[mbalch@chengineers.com](mailto:mbalch@chengineers.com)

Providing Civil Engineering, Structural Engineering, Land Surveying, Subdivision Design, Geotechnical Engineering, Septic/Water System Design and Soils/Concrete testing since 1994.

<image001.jpg>

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**From:** Tim Bronk [[mailto:tim\\_bronk@laurel.k12.mt.us](mailto:tim_bronk@laurel.k12.mt.us)]

**Sent:** Wednesday, November 11, 2015 7:46 PM

**To:** Mike Balch <[mbalch@chengineers.com](mailto:mbalch@chengineers.com)>

**Subject:** Re: proposed mobile home park in Laurel

On Wed, Nov 11, 2015 at 8:42 AM, Mike Balch <[mbalch@chengineers.com](mailto:mbalch@chengineers.com)> wrote:

Hi Tim,

In early 2014 I was working on a project in Laurel and had asked you for comments for the preliminary plat. The project was never built and now a new owner has a new plan. I've attached the new plan for your review. The project is located near the intersection of 8<sup>th</sup> and Date. Please let me know if you have any comments or concerns with the project. Thank you.

Mike Balch, P.E.

C&H Engineering and Surveying, Inc

1091 Stoneridge Drive, Bozeman, MT 59718

Phone: [406-587-1115](tel:406-587-1115) Fax: [406-587-9768](tel:406-587-9768)

[mbalch@chengineers.com](mailto:mbalch@chengineers.com)

Providing Civil Engineering, Structural Engineering, Land Surveying, Subdivision Design, Geotechnical Engineering, Septic/Water System Design and Soils/Concrete testing since 1994.

<image001.jpg>

"This message and/or attachment contains confidential information. Distribution of this information must be only to those of C&H Engineering and Surveying, Inc employees or individuals contractually approved to receive this information. If you are not the addressee and/or are not authorized to receive this for the addressee, you must not use, copy, disclose, forward, print or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message."

Tim Bronk, Superintendent

**ARTICLES OF INCORPORATION  
OF AND FOR  
REGAL COMMUNITY PARK ASSOCIATION, INC.  
A NON-PROFIT CORPORATION**

KNOW ALL MEN BY THESE PRESENT:

We, the undersigned, pursuant to Title 35, Chapter 2, Montana Code Annotated, acting as incorporator(s) of a corporation under the Montana Non-Profit Corporation Act, Section 35-2-113, et seq., MCA, do hereby adopt the following Articles of Incorporation for such corporation:

**I.**

That the name of the corporation is the Regal Community Park Association, Inc.

**II.**

That the corporation is a mutual benefit corporation.

**III.**

That the period of its duration is perpetual.

**IV.**

That the purposes for which said corporation is formed are as follows, to wit:

(A) To carry out and conduct all corporate responsibilities enumerated in the Montana Non-profit Corporation Act, as the same exists from time to time;

(B) To carry out and conduct the business of a homeowners' association;

**V.**

That the address of the initial registered office of the corporation is P.O. Box 80445, Billings, MT 59108 and That the name of the corporation's initial registered agent at such address is  
Dan Wells.

**VI.**

That the name and address of the incorporator is as follows, to wit:

Regal Land Development, Inc. – Dan Wells  
P.O. Box 80445  
Billings, MT 59108

**VII.**



Upon winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets shall be distributed to a non-profit fund, foundation, or corporation which is organized and operated exclusively for charitable, educational, and/or scientific purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

**VIII.**

The corporation will have members. The number and manner of selection of directors shall be fixed by the by-laws and may be altered from time to time by amendment to the bylaws in the manner provided therein.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Dan Wells

STATE OF MONTANA     )  
                                  : ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public for the State of Montana, personally appeared Dan Wells known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC for the State of Montana

\_\_\_\_\_  
Print Name  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

S E A L

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**PROTECTIVE COVENANTS  
FOR REGAL COMMUNITY PARK  
LAUREL, YELLOWSTONE COUNTY, MONTANA**

**INTRODUCTION**

It is the general intent of this Document to establish the legal authority for and to list the Covenants that pertain to all the lands within the REGAL COMMUNITY PARK and to establish the Home Owners Association and Board of Directors.

The Covenants explain how the lands with the Subdivision are to be developed and maintained beyond the minimum requirements of the Laurel Uniform Development Ordinance, which exists at the date of the execution of this document. It defines how improvements to the real property will be designed and landscaped and how the Common Open Space will be used, managed and maintained.

When a lot is rented in the park, the tenant automatically becomes a member of the Association. The Association is governed by a Board of Directors.

The Board of Directors shall implement, administer and enforce the Covenants, including the maintenance and management of the Open Space and stormwater retention pond, and carry on the day-to-day activities of the Association.

**PROTECTIVE COVENANTS AND OWNERS ASSOCIATION GUIDELINES  
FOR REGAL COMMUNITY PARK**

This Declaration, made this \_\_\_ day of \_\_\_\_\_, 201\_, by Regal Land Development, Inc. – Dan Wells, of P.O. Box 80445, Billings, Montana, 59108, hereinafter referred to as the “Declarant”.

WHEREAS, Declarant is the owner of the following real property located in the City of Laurel, Yellowstone County, Montana:

**LEGAL DESCRIPTION.** Lots 7 and 8, Nutting Brothers Subdivision, 2<sup>nd</sup> Filing, NW ¼ Section 10, Township 2 South, Range 24 East, Yellowstone County, Montana.

WHEREAS, Declarant has applied for and received approval from the City of Laurel to create fifty four (54) spaces and, pursuant to the Laurel Municipal Code, Declarant is required to prepare and adopt protective covenants for purposes of public health, safety and welfare;

WHEREAS, the owner of the real property subject to this Declaration voted to adopt the following protective covenants for Regal Community Park.

NOW, THEREFORE, the Owner does hereby establish, dedicate, declare, publish and impose upon the real property the following Protective Covenants which shall run with the land and shall be binding upon and be for the benefit and value of the real property and the Owners thereof and shall be binding upon and inure to the benefit of the Association and the heirs, successors and assigns of the Owners of the real property and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the real property.

## I.

### DEFINITIONS

**Articles of Incorporation or Articles-** shall refer to the Articles of Incorporation of the Regal Community Park Association, Inc. as filed with the Montana Secretary of State on \_\_\_\_\_ 201\_ and any amendments and restatements thereto.

**Association-** refers to the Regal Community Park Association, Inc., a Montana non-profit corporation operating pursuant to §35-2-113, et. seq., MCA, its successors or assigns.

**Association’s Jurisdiction-** shall refer to the jurisdiction of the Association as set forth in the Bylaws.

**Board of Directors or Board-** shall refer to the Board of Directors of the Regal Community Park Association, Inc.

**Bylaws-** shall refer to the Bylaws for the Regal Community Park Association, Inc., and any amendments or restatements thereto.

**Common Area or Open Space.** Shall mean all of the parcels conveyed to the Association for use by the Association and its Members and Owners in common. The specific parts of the Parcel conveyed to the Association are all the parts of the Parcel within the property which are not specifically owned by individual lot owners.

**Declaration** – shall meant this Declaration of Protective Covenants, as it may, from time to time, be amended or supplemented.

**Design Regulations-** refers to those design regulations adopted by the Association, effective \_\_\_\_\_, 201\_ and as subsequently amended.

**Good Standing-** refers to a Member's standing with the Association. In order to be in Good Standing, the Member must be current on the payment of their assessments, not be deemed by the Board to be in violation of these Protective Covenants, Articles, Bylaws, Design Regulations, and/or resolutions or policies of the Board; and current on any other payments deemed due and owing to the Association (including but not limited to design review fees, performance deposits and fines).

**Improvement(s)**

**Lot-** a legally described division of real property created pursuant to a subdivision plat recorded in the public land records in the office of the Clerk and Recorder of Yellowstone County, Montana.

**MCA-** refers to the Montana Codes Annotated 2013 and any subsequent amendments.

**Member-** a Person who is an Owner of a Unit, Lot or Tract. If a Unit, Lot, or Tract is held by more than one Person, all co-Owners shall share the rights and obligations of membership in the Association, provided that there shall be collectively only one membership for each Unit, Lot, or Tract.

**Membership Interest-** a Membership Interest is assigned to each Unit, Lot or Tract in the Bylaws for purposes of assigning voting rights and allocating assessment liability to Members.

**Mortgagee-** shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more, Units, Lots, or Tracts.

**Occupant-** means an Owner, resident, guest, invitee, tenant, lessee, sublessee, or other person in possession of a Unit, Lot or Tract.

**Owner-** one or more Persons who hold the record title to any Unit, Lot, or Tract of land within the boundaries of the Subdivision, excluding in all cases any Person holding an interest merely as security for the performance of an obligation.

**Owners Association or Association –** shall mean the Regal Community Park Association, Inc., its successors and assigns. The Association shall be incorporated as a Montana nonprofit corporation with its members as the lot owners.

**Person-** a natural person, a corporation, a partnership, a trustee, or any other legal entity.

**Plan-** refers to the Regal Community Park plan recorded \_\_\_\_\_, 201\_, on record with the office of the Clerk and Recorder of Yellowstone County, Montana.

**Protective Covenants-** this document in its entirety and any subsequent amendments.

**Tract-** a legally described division of real property created pursuant to or described in a survey containing a surveyor's certificate which is recorded in the public land records in the office of the Clerk and Recorder of Yellowstone County, Montana.

**Zoning Regulations-** shall refer to the zoning regulations adopted for the City of Laurel, through its Uniform Development Ordinance, and as subsequently amended.

## II.

### GENERAL COVENANTS

**2.1 Authority.** These guidelines shall apply to the site plan for Regal Community Park, as recorded at the Yellowstone County Courthouse. Association hereby declares that the entire Parcel, described above, is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration. All of the Covenants shall run with the entire Parcel for all purposes and shall be binding upon and inure to the benefit of the Association and all Owners, Occupants and successors in interest as set forth in the Declaration.

**2.2 Owner's Right to Common Area.** Every owner shall have a right to use the Common Areas as shown on the approved final plat of the Subdivision. The Owner's

right to use the Common Areas shall be appurtenant to and shall pass with the title to every Lot, subject to the following Provisions:

- a) The right of the Association to provide reasonable restrictions on the use of the Common Areas for the overall benefit of the Association and its members, including restrictions on the type of activities and uses, including the use of fireworks, loud music, parties and motor vehicles in the Common Area.

2.3 **Nuisance.** No Owner, guest or invitee may use or occupy the Common Area or any Lot in such a manner as to disturb or interfere with the peaceful use, occupancy or enjoyment of any other Lot Owner in the Subdivision. The Association shall have the authority to enforce and violation of this provision.

2.4 **Control and Management.** The Association shall have the exclusive right and obligation to manage, control, and maintain the Common Areas.

2.5 **Reservation of Easements.** The Association reserves the right to grant and/or dedicate an easement or easements in the streets, roads or at any other location on, over or across any Lot, Common Area, or Trail for water, sewer, natural gas, electrical, telephone, cable TV or internet for the installation, maintenance and repair of all such new or existing services and utilities.

2.6 **Right of Access.** The Association, or its delegated representatives, shall have the right to have access across a Lot to each improvement on any Lot from time to time, during reasonable hours as may be necessary, for the inspection, maintenance, repair, or replacement of any utilities or other Improvements in accordance with these Covenants. A similar right of access shall also be reserved and me immediate for the making of emergency repairs therein to prevent personal injury or property damage.

2.7 **Condition of Property.** The Owner Occupant of any Lot shall at all times keep it and the buildings, improvements and appurtenances thereon in a safe and clean condition and comply at its own expense, in all respects, with all applicable governmental, health, fire and safety ordinances, regulations and directives. The Owner or Occupant shall also, at regular intervals, remove at its own expense, any rubbish of any character whatsoever that may accumulate upon such Lot.

2.8 **Maintenance of Grounds.** Each Owner shall be responsible for the maintenance and repair of all parking areas, driveways, walkways and landscaping of his or her Lot. Such maintenance and repair shall include, without limitation:

- a. Maintenance and snow removal of all sidewalks, parking areas, driveways, and walkways in a clean and safe condition;

- b. Performance of all necessary weed control and managements, maintenance of landscaping, including the trimming of all grass, ground cover, shrubs or trees, removal of dead waste materials, replacement of any dead or diseased grass, ground cover, shrubs or trees.

2.9 **Remedies for Failure to Maintain and Repair.** If any owner of a lot shall fail to perform the maintenance and repair required by Section 2, then the Association shall have the option of Enforcement, set forth in Section 7 below.

2.10 **General Maintenance.** The maintenance, alteration, replacement and/or repair of the Common Areas, including culverts, stormwater facilities and appurtenant facilities shall be the responsibility of the Association. The Association, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all Common Areas. The maintenance, repair and replacement of all improvements on each Lot shall be the responsibility of the Owner of such Lot and not the Association, except as expressly set forth in these covenants. The City Commission can cause written notice to be served demanding maintenance of the common areas.

The maintenance of the onsite stormwater collection, detention and discharge release appurtenances shall be integrated as part of the duties of maintenance personnel responsible for normal grounds keeping. Duties shall include routine inspections to ensure that debris, yard waste, and seasonal ice does not impede operation of the detention ponds, culverts, manholes, ditches and discharge structures. These inspections shall occur after each major runoff event and on a continued monthly basis through the year. All results shall be recorded and kept on file for future verification by the City or regulatory agencies. In addition to the routine inspections, annual inspections shall assess and mitigate, if necessary, performance of the detention ponds, culverts, manholes and release structures as well as any weather or vandalism related damage. Detention ponds and ditches shall be mowed on a regular basis during the grown season so as to remain free of vegetation that might impede their storage capacity or conveyance capacity.

2.11 **Lawn Care and Weed Control.** Every lot owner shall be responsible for the care of his or her lot including weed control. If an improvement is constructed on a lot, the landscaping shall be installed within a reasonable length of time considering the season. Once installed, the landscaping shall be cared for and not allowed to deteriorate or become unsightly and detract from the subdivision and neighborhood.

Both unimproved and improved lots shall be kept free of weeds. If a lot must be cleared of weeds and the owner fails to do so after notice from the Association or any persons in the subdivision, the weeds may be cleared and controlled and the cost and expense associated with such weed maintenance shall be assessed to the lot and such assessment may become a lien if not paid within thirty (30) days of the mailing of such assessment.

Weeds shall be controlled in the open spaces and common areas by the Association.

The control of noxious weeds by the Association on those areas for which the Association is responsible and the control by individual owners on their respective lots shall be as set forth and specified under the Montana Noxious Weed Control Act, Section 87-22-2101, et. seq., MCA and the rules and regulations of the Yellowstone County Weed Control District Subdivision Noxious Weed Planning Requirements as the same exist from time to time.

2.12. **Remedies for Failure to Maintain, Repair or Control Weeds.** If an owner of a lot shall fail to perform the maintenance, repair or control of weeds as required by this Covenants, the Association shall have the right to enforcement the requirements of these covenants and assess the landowner the resulting costs.

2.13 **Public Utilities.** Association reserves the right to grant consents for the construction and operation of public utilities including, but not limited to, interurban or rapid transit, lines for electricity, telephone, internet, above or below ground conduits, and gas pipes in and upon any of the streets now existing or hereafter established upon which any portion of the Property may now or hereafter front or abut. Association reserves the right to grant consents and to petition the property authorities for any and all street improvements such as grading, seeding, tree planting, sidewalks, paving, sewer and water installation, whether it be on the surface or subsurface, which in the judgment of the Association is necessary on or to the Property.

2.14 **Sidewalks.** Upon the third anniversary of the plat recordation of any phase of the subdivision, any lot owner who has not constructed said sidewalk shall, without further notice, construct within thirty (30) days, said sidewalk for their lot(2), regardless of whether other improvements have been made upon the lot.

2.15. **Fences, Walls and Hedges.** Fences located in the front, side or rear yard setback of properties adjacent to any park or common open space shall not exceed a maximum height of 5 feet.

### III.

### USE



### 3.1 Spaces

i. Spaces 1 through 54, shall be used for only those purposes allowed by the zoning applicable to the property as set forth in the Laurel Municipal Code, as that Ordinance may, from time to time be amended.

## IV.

### EASEMENTS

**4.1 Reservation of Easements.** Easements for roads, drainage, electricity, telephone, lighting, water, sewer, cable television and all other utilities, skiing, trails, bridle paths, pedestrian traffic, or any other service or utility shall be and are hereby reserved as shown on the Plat and any amendments thereto, as well as along the front, side and rear setback areas of all Lots in the Subdivision.

**4.2 Requirement to Bury Utilities.** All utilities, pipe and service lines shall be buried.

**4.3 Road Easements.** All road easements as shown on the Plat shall include a corresponding easement for drainage, electricity, telephone, lighting, water, sewer, cable television and all other utilities, skiing, bicycle, bridle paths and pedestrian traffic.

**4.4 Landscaping Easements.** Easement areas may be landscaped by Owners so as to enhance their appearance so long as the landscaping does not interfere with the use of the real property as an easement. However, Owners who landscape within these easements do so at their own risk.

## V.

### OWNERS ASSOCIATION, MEMBERSHIP, AND VOTING RIGHTS

**5.1 Association.** The owners association for Regal Community Park shall be the Regal Community Park Association, Inc. Pursuant to Montana Law, the Association shall operate under the Bylaws.

**5.2 Membership.** All Owners of a Unit, Lot, or Tract shall automatically, upon becoming the Owner, be a Member of the Association, and shall remain a Member

thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall automatically cease. All Owners in the Subdivision, as Members of the Association, shall be bound by the provisions of the Articles and Bylaws of the Association, copies of which are made a part hereof by reference. Membership shall be appurtenant to and may not be separated from the ownership of any Unit, Lot or Tract subject to assessment. It is the responsibility of the grantor to contact the Association and provide it with a copy of the recorded document of transfer evidencing the grantee's name and accurate mailing address. Membership shall begin and the Membership Interests shall vest upon recording a deed. Membership shall terminate and Membership Interests shall be revoked upon a Person divesting record ownership of Unit, Lot or Tract. No Member may withdraw nor be expelled while being an Owner. A Mortgagee does not have membership rights until it obtains title to the Unit, Lot or Tract by foreclosure or deed in lieu thereof.

**5.3 Exercise of Voting Rights.** Each Membership Interest shall have and exercise such voting rights as set forth in the Bylaws.

**5.4 Liens and Assessments: Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Unit, Lot or Tract, within the Subdivision, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments. Annual assessments shall be billed on an annual basis as established in the Bylaws and notice of the same shall be mailed to each Owner as established in the Bylaws. All assessments become due 30 days after the date of mailing notice of such assessments. All assessments together with interest, costs, and reasonable attorney's fees, shall be a charge on the land, run with the land and shall be a continuing lien upon the property against which each such assessment is made.

Failure of the Board to set the annual assessment amount or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay these assessments. In such event, each Owner shall continue to pay the annual assessments on the same basis as during the last year for which an annual assessment was made, if any, until a new budget becomes effective and a new annual assessment is levied pursuant thereto. Any such budget may include as an expense item any shortfall in amounts previously collected.

No Owner may exempt himself/herself from liability for any assessments by non-use of or abandonment of his/her Unit, Lot or Tract, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

Upon request, the Association shall furnish to an Owner or his/her title company or mortgage company written (mailed, e-mailed, or faxed) or oral verification of the amount of such assessment owing and whether the Owner has paid such assessment. The Association may require the advance payment of a reasonable processing fee for the issuance of such verification.

**5.5 Annual Assessments.** The Board shall establish and levy annual assessments in an amount that the Board estimates will be sufficient to raise the funds needed to perform the duties of the Association during each fiscal year. The annual assessments shall include a portion for reserves in such amounts as the Board in its discretion considers appropriate to meet the costs of the future repair, replacement or additions to the major improvements and fixtures that the Association is obligated to maintain and repair.

**5.6 Special Assessments.** In addition to the annual assessments authorized above, the Board, at any time, may levy and establish the due dates for a special assessment in order to raise funds for unexpected operating or other costs, insufficient operating or reserve funds, or such other purposes as the Board in its discretion considers appropriate.

**5.7 Uniform Rate of Assessment.** Annual and Special Assessments for Members in this Subdivision shall be fixed at the same uniform rate for each Unit, Lot, and Tract. That is, each Unit, Lot, and Tract shall be assessed the same amounts regardless of size, and may be collected on a basis to be determined by the Board in the Bylaws.

**5.8 Restrictions on Increases in Annual or Special Assessments.** The Board may not increase an annual assessment or levy a special assessment on any Unit, Lot or Tract except as set forth in the Bylaws.

**5.9 Effect of Nonpayment of Assessments and/or Fines: Remedies of the Association.** Any assessment or fine not paid within sixty (60) days after the due date shall be delinquent, shall incur a late payment penalty in an amount to be set by the Board from time to time, not to exceed the maximum permitted by applicable law, and shall bear interest at a rate established by the Board which shall not exceed the maximum interest rate authorized by law until paid. Failure to pay within sixty (60) days of the due date will result in the Association recording a lien against the property being assessed or bringing an action at law or both. Suit to recover a money judgment for unpaid assessments, fines, late charges, interest and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

The Association may record that lien with the office of the Clerk and Recorder, Yellowstone County, Montana, or bring an action at law to collect the lien or foreclose the lien against the real property in the same manner as a mortgage on real property, and the Association shall be entitled in any such actions or foreclosure proceedings to recover its costs, expenses and reasonable attorneys' fees. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit, Lot, or Tract at foreclosure sale, and

to acquire and hold, lease, mortgage and convey the same. During the period a Unit, Lot, or Tract is owned by the Association following foreclosure, no right to vote shall be exercised on behalf of the Unit, Lot, or Tract and no assessment shall be assessed or levied on the Unit, Lot, or Tract. The Board may authorize the execution and recordation of a deed conveying title to the Unit, Lot, or Tract which deed shall be binding upon the Owners, their successors, and all other parties.

## VI.

### PROPERTY USE RESTRICTIONS

- 6.1 Trash and Garbage.** No trash, waste, garbage, litter, junk, or refuse shall be thrown, dumped or left on any portion of the Subdivision and no burning of the same shall be permitted.
- 6.2 Signs.** All signs, real estate signs, billboards, posters, displays, advertisements or any structures relating thereto must receive approval under the applicable Zoning Regulations.
- 6.3 Animals.** Animals such as dogs, cats, birds or horses are allowed in the Subdivision as pets only and so long as they are strictly controlled by their Owners to prevent them from becoming a nuisance to the neighbors or harassing wildlife. Kennels, stables or other facilities for the keeping or retention of animals shall be restricted to areas so designated and approved by the HOA. The commercial keeping, breeding, care, or raising of any animal is forbidden. No animal shall be allowed on a prolonged basis to howl, bark, yelp or utter other annoying noise. If a particular animal or animals shall, in the discretion of the Board, become a nuisance, the Board shall have the authority to require that the same be kept tethered, confined on the Owner's property or kept inside the Owner's residence and the Board may further require that when the said animal or animals are taken from the said property such animals must then be kept on a leash or bridle and must be under the Owner's control at all times. Owners not controlling their animals or abiding by the above shall be fined and at the discretion of the Board, nuisance animals will be removed from the Subdivision by the Owner.
- 6.4 Nuisance.** No activity shall be conducted in any Lot or Tract that constitutes a nuisance or unreasonably interferes with the use or quiet enjoyment of the Occupants of any other Lot or Tract. No noxious, illegal, or offensive trade or activity shall be carried on upon any Lot or Tract, nor shall anything be done there which may be, or may become, an annoyance or nuisance to the Subdivision and surrounding area. No Owner shall permit anything to be done or kept in his or her Lot or Tract that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal agency.

**6.5 Television and Radio Antennas.** No exterior visible television or radio antennas are permitted in the Subdivision. However, those dishes that are one meter or less used for satellite television are permitted in the Subdivision, but only in compliance with the Design Regulations.

**6.6 Weeds and Ground Cover.** The Owner of each Lot and/or Tract shall control or eliminate all noxious plants on his or her Lot and/or Tract, provided, however, that he/she shall only use herbicide approved for domestic use and/or approved by the State of Montana and/or Gallatin County for use around waterways as required. Ground cover shall be maintained and replaced in a timely manner for any Lot or Tract alterations.

**6.7 Motor Vehicles.** This includes any motorized vehicle, such as automobiles, motorcycles, boats, but not limited to the foregoing. Motorized vehicles must be in a operation condition at all times.

**6.8 Recreational Vehicles, Campers, and Horse Trailers.** Parking or storing of these vehicles is not allowed. Also, repairing of the same on the premises will not be allowed. The above includes snowmobiles, ATV's, and any off-road vehicle.

## VII.

### ENFORCEMENT

**7.1 Procedure.** Each Owner or his/her tenants, guests and/or invitees of any Unit, Lot or Tract shall comply with these Protective Covenants, and as lawfully amended from time to time. Each Owner shall be responsible to the Association for compliance with the foregoing by his/her tenants, guests and/or invitees. The Association shall have the right (but not the obligation) to enforce these Protective Covenants, through its procedure adopted by resolution of the Board, abatement of the violation by the Association, or by proceedings either at law or in equity against any Person(s) violating or attempting to violate any of these Protective Covenants. Legal proceedings may be either to restrain violation of the Protective Covenants or to recover damages or both. Such procedures adopted by the Board to enforce these Protective Covenants shall include provisions for due process (including but not limited to notice and an opportunity to be heard at a regular meeting of the Board) for Person(s) violating or attempting to violate any of these Protective Covenants.

**7.2 Discretion.** The decision to have the Association pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

- i. the Association's position is not strong enough to justify taking any or further action; or
- ii. the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or
- iii. although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or
- iv. it is not in the Association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be deemed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule, nor shall it preclude any Owner from taking action at law or in equity to enforce these Protective Covenants.

**7.3 Costs of Enforcement.** Costs incurred for enforcing the provisions of these Protective Covenants and/or the Bylaws (inclusive of giving notice of the violation), costs of correcting the defect or undoing the violation, if undertaken by the Association, or any fines levied against the Owner after the Owner or his/her tenants, guests and/or invitees is determined by the Board to be in violation of these Protective Covenants and/or Bylaws shall be paid by the Owner. Any costs incurred for enforcing the provisions of these Protective Covenants and/or the Bylaws, for correcting the defect or undoing the violation, or fine assessed against the Owner that is not paid within sixty (60) days as provided for in Article \_\_\_\_, above, shall result in a lien being recorded against the Unit, Lot, or Tract and/or the Owner's interest therein, such lien to be enforceable by sale under the laws of the State of Montana. Such lien will be recorded in the office of the Clerk and Recorder, Yellowstone County, Montana.

Should any lawsuit, arbitration or other legal proceeding be instituted by the Association against an Owner alleged to have violated one or more of the provision of these Protective Covenants and/or the Bylaws and should the Association be wholly or partially successful in such proceeding, the offending Owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees, costs and cost of collecting the judgment.

**7.4 Delegation.** The Board may delegate any of its obligations with respect to enforcement as set forth above to its Staff or any committee of the Board; except that any decision to pursue or not pursue any legal proceeding may not be delegated, and shall be determined by the Board.

**7.5 Remedies Cumulative.** Each remedy provided under this Article 8, are

cumulative and not exclusive.

**7.6 Joint and Several Liability.** In the case of joint ownership of a Unit, Lot, or Tract, in any form, the liability of each Owner thereof in connection with the liabilities and obligations of Owners as set forth in or imposed by these Protective Covenants shall be joint and several.

## VIII.

### AMENDMENT

These covenants, or any portion thereof, may be amended, abandoned, terminated, modified or supplemented at any time by the written consent or certification thereof, duly recorded with the officer of the Clerk and Recorder, Yellowstone County, Montana, of fifty-one percent (51%) of the Membership Interests within the Subdivision. Proposed amendments can be drafted and put to a vote of the Members within the Subdivision either by the Board or any Member within the Subdivision.

## IX.

### SEVERABILITY

A determination of invalidity of any one or more of the covenants or conditions hereof by judgment, order or decree of a court shall not affect in any manner the other provisions hereof, which shall remain in full force and effect.

## X.

### CITY OF LAUREL, MUNICIPAL DEVELOPMENT CODE.

Moore Subdivision is part of the City of Laurel and subject to the rules, regulations and provisions of the Uniform Development Ordinance ("UDO"). Compliance with these covenants and receiving AC approval as detailed in Article \_\_\_ above, does not assure compliance with the UDO.

IN WITNESS WHEREOF, we certify that these Protective Covenants of  
\_\_\_\_\_ have been adopted by

\_\_\_\_\_.

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

and: \_\_\_\_\_  
Secretary



STATE of MONTANA )

: ss.

County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, a Notary Public in and for said State, personally appeared Dan Wells of Regal Community Park Association, Inc and acknowledged to me that he executed the same on behalf of the corporation pursuant to the power and authority vested in him.

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

\_\_\_\_\_  
Notary Public for the State of Montana

Residing at: \_\_\_\_\_, Montana

My commission expires: \_\_\_\_\_



CERTIFICATE

Office of the City Clerk-Treasurer  
Laurel, Montana

State of Montana )  
County of Yellowstone ) ss.  
Laurel, Montana

I, Bethany Keeler, duly appointed and qualified City Clerk/Treasurer of the City of Laurel, Yellowstone County, do hereby certify that the foregoing is a true and correct copy of the original Resolution No. R17-13, passed by the City Council of the City of Laurel, and approved by the Mayor on the 2<sup>nd</sup> day of May, 2017, which said Resolution is on file in the office of the Laurel City Clerk-Treasurer.

  
\_\_\_\_\_  
City Clerk-Treasurer

(SEAL)



**RESOLUTION NO. R17-13**

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

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

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

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

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

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

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

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

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

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

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

**MCF**

**3813611**

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Jeff Martin Clerk & Recorder, Yellowstone MT



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

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

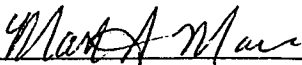
Nutting Bros 2<sup>nd</sup> Filing, S10, T02S, R24 E. Lots 7 and 8, according to the records on file and of record in the office of the Clerk and Recorder of Yellowstone County.
4. The Petitioner shall complete and satisfy all of the conditions contained in the Staff Report dated May 2, 2017, attached hereto and incorporated herein, before the annexation is finalized by recording the Resolution.
5. This Resolution shall be incorporated into the official minutes of the City Council, and upon said incorporation, the City Clerk-Treasurer shall file a true and correct, certified copy of this Resolution and of said minutes with the Yellowstone County Clerk and Recorder so long as the conditions of approval are satisfied.
6. From and after the date that the City Clerk-Treasurer files such certified copy of this Resolution and of the Council minutes in the office of the Yellowstone County Clerk and Recorder, this annexation of the above-described territory to the City of Laurel shall be deemed complete and final.

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


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

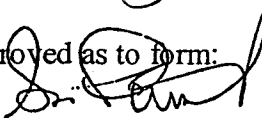
APPROVED by the Mayor this 2<sup>nd</sup> day of May, 2017.

CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Bethany Keeler, Clerk/Treasurer

Approved as to form:  
  
\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

**MCF** **3813611**  
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Jeff Martin Clerk & Recorder, Yellowstone MT  
