



**City Commission Agenda**  
**Civic Center, 2 Park Drive South, Great Falls, MT**  
**Commission Chambers Room 206**  
**December 5, 2017**

**CALL TO ORDER 7:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL/STAFF INTRODUCTIONS**

**AGENDA APPROVAL**

**SPECIAL PERFORMANCE**

Great Falls College Community Choir performing Christmas Music.

**PETITIONS AND COMMUNICATIONS**

*(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and address for the record.)*

1. Miscellaneous reports and announcements.

**NEIGHBORHOOD COUNCILS**

2. Miscellaneous reports and announcements from Neighborhood Councils.

**BOARDS AND COMMISSIONS**

3. Miscellaneous reports and announcements from Boards and Commissions.

**CITY MANAGER**

4. Miscellaneous reports and announcements from the City Manager.

**CONSENT AGENDA**

*The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.*

5. Minutes, November 21, 2017, City Commission Meeting.
6. Total Expenditures of \$1,718,012 for the period of November 1, 2017 through November 22, 2017, to include claims over \$5,000, in the amount of \$1,470,592.
7. Contracts List.
8. Approve Final Payment in the amount of \$2,812.27 to Phillips Construction, LLC and \$28.41 to the State Miscellaneous Tax Fund for the WWTP Storm Water Demonstration Projects, and authorize the City Manager to make the payments.
9. Approve Change Order 1 in the amount of \$553.23 for the City of Great Falls Public Works Facility Improvements-Utilities Building & Public Works Office, and approve

Final Payment in the amount of \$2,864.29 to EJ Carpentry, LLC and \$28.93 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments.

10. Approve a contract in the amount of \$137,313.00 to Advanced Engineering and Environmental Services, Inc. (AE2S) for the Water and Sewer Cost of Service Study and authorize the City Manager to execute the contract documents.

**Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote**

## **PUBLIC HEARINGS**

11. Resolution 10216, to Establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course.  
*Action: Conduct public hearing and adopt or deny Res. 10216. (Presented by Steve Herring)*
12. Resolution 10173, to Declare Certain Property Located at 1425 3rd Avenue Southwest, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.  
*Action: Conduct public hearing and adopt or deny Res. 10173 and authorize staff to force abatement if necessary. (Presented by Craig Raymond)*
13. Resolution 10213, to annex property and Ordinance 3177 to assign a zoning classification of Planned Unit Development (PUD) to the property legally described as Medical Tech park Minor Subdivision, Lot 4A and Preliminary Plat approval to allow a five-lot subdivision for a 124-unit multifamily housing project known as Rockcross Commons.  
*Action: Conduct joint public hearing and adopt or deny Res. 10213 and adopt or deny Ord. 3177, and approve or deny the Preliminary Plat. (Presented by Craig Raymond)*
14. Ordinance 3175, to rezone the subject properties from PLI Public Lands and Institutional to M-1 Mixed-Use District; Resolutions 10212 and 10218; to request a Conditional Use Permit to allow a Health Care Facility in the M-1 zoning district for the subject properties, and Amended Plat for a Minor Subdivision of Lot 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition, located in the NW ¼ of Section 17, Township 20 North, Range 4 East, P.M. MT, Cascade County Montana.  
*Action: Conduct joint public hearing and adopt or deny Ord. 3175, adopt or deny Res. 10212, adopt or deny Res. 10218 and approve or deny the amended plat. (Presented by Craig Raymond)*
15. Ordinance 3176, to rezone the property legally described as The Great Falls Water Power and Townsite Company's First Addition, Block 405, Lots 8-14; from R-3 Single-family High Density to PUD Planned Unit Development.; and Preliminary Plat approval to allow a Major Subdivision for ten single-family home lots, four townhome lots, and one common lot for a project known as Beargrass Village.  
*Action: Conduct joint public hearing and adopt or deny Ord. 3176 and approve or deny the preliminary plat of the Beargrass Village subdivision. (Presented by Craig Raymond)*
16. Ordinance 3182, Amend Ordinance 3152 for the property legally described as Block 1, Lot 1, Amended Plat 2897, Section 14, Township 20 North, Range 3 East, Tietjen Triangle Addition to remove a Condition of Building Permit Approval for a Planned Unit Development (PUD).  
*Action: Conduct public hearing and adopt or deny Ord. 3182. (Presented by Craig Raymond)*

## **OLD BUSINESS**

## **NEW BUSINESS**

### **ORDINANCES/RESOLUTIONS**

17. Resolution 10221, Intent to Re-Create a Tourism Business Improvement District within the City of Great Falls.  
*Action: Adopt or deny Res. 10221 and set or not set a public hearing for February 6, 2018. (Presented by: Melissa Kinzler)*
18. Ordinance 3179, Establishing and Reserving Titles 7, 11 and 14 of the Official Code of the City of Great Falls (OCCGF).  
*Action: Adopt or deny Ord. 3179. (Presented by Joseph Cik)*
19. Ordinance 3183, Amending Title 2, Chapter 21, Section 040, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Code of Ethics Definitions.  
*Action: Accept or not accept Ord. 3183 on first reading and set second reading on December 19, 2017. (Presented by Joseph Cik)*
20. Ordinance 3184, to set public hearing to rezone the east 12 feet by 132 feet of Lot 8, Block 49, Black Eagle Falls Addition and sell said property.  
*Action: Accept or not accept Ord. 3184 on first reading and set a public hearing for January 16, 2018. (Presented by Craig Raymond)*

### **CITY COMMISSION**

21. Miscellaneous reports and announcements from the City Commission.
22. Commission Initiatives.

### **ADJOURNMENT**

*(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.) Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.*



**Item:** November 21, 2017 - - City Commission Meeting Minutes

**From:** City Clerk's Office

**Presented By:** City Commission

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ATTACHMENTS:

- November 21, 2017 - - Draft City Commission Meeting Minutes

# JOURNAL OF COMMISSION PROCEEDINGS

November 21, 2017

Regular City Commission Meeting  
Commission Chambers Room 206

## CALL TO ORDER 7:00 P.M.

## PLEDGE OF ALLEGIANCE

## ROLL CALL/STAFF INTRODUCTIONS

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Bill Bronson, Tracy Houck and Fred Burow. Commissioner Bob Jones was excused. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; City Clerk Lisa Kunz; Public Works Director Jim Rearden; Planning and Community Development Director Craig Raymond; Park and Recreation Interim Director Patty Rearden; Fiscal Services Director Melissa Kinzler; City Attorney Sara Sexe; and, Police Captain Rob Moccasin.

## AGENDA APPROVAL

City Manager Greg Doyon noted that contracts list items 7A and 7I were removed after original posting. He would explain further during the City Manager's report. There were no suggested changes by the City Commission. The agenda was approved as submitted.

## PROCLAMATIONS

Small Business Saturday

*\*\* Action Minutes of the Great Falls City Commission. Please refer to the audio/video recording of the meeting for additional details \*\**

## PETITIONS AND COMMUNICATIONS

### 1. Miscellaneous reports and announcements.

**Paul Fisher**, 1100 4th Avenue North, thanked the Commission for addressing the concerns of the citizens, and the City Attorney for clarifying the law on concealed carry. He feels any concerns regarding concealed carry in parks has been put to rest. He urged his fellow citizens to consider this matter closed.

**Brett Doney**, Great Falls Development Authority, 300 Central Avenue, shared information from the US Bureau of Economic Analysis that the per capita personal income climbed 2.9% in 2016, putting Great Falls in the top 20% of all US Metro areas. Great Falls ranked 75th out of 382 metro areas for rate of growth, topping Missoula and Billings. He further noted that Great Falls was ranked the 14th best city of under 150,000 population in the country for college graduates graduating this spring. He concluded with statistics regarding local job market and economic opportunity.

**B.J. Angermeier**, 2322 3rd Avenue South, spoke in opposition to guns being allowed in City parks and trails. As a community of people that recreates with their families and pets, citizens should be able to take their children into gun free zones. Ms. Angermeier commented further

that Montana does not maintain a database of people diagnosed with mental illness. Under HIPPA it is rare to have grounds to challenge an application based on mental stability. She discussed the number of people with concealed weapon permits in Montana, as well as how many applications are processed monthly in Cascade County. Permits are valid for four years.

Mayor Kelly noted that public hearings pertaining to this ordinance would be held in the new year.

City Attorney Sara Sexe explained that her interpretation of the ordinance as written and the exceptions that are stated in statute which are referenced in the ordinance, indicate that the way the ordinance should be read is that guns are prohibited in public buildings and public assemblies. But, with regard to current concealed carry permit holders, it is allowable in City parks and the River's Edge Trail within the City.

**Sharon Patton Griffin**, 256 Dune Drive, echoed the previous speakers concerns pertaining to allowing concealed guns in City parks. She suggested that past practice of not allowing concealed weapons in City parks and trails carry some weight while considering this issue. Ms. Griffin also provided a handout from her husband, Jeff Griffin, setting forth his comments on this issue.

## **NEIGHBORHOOD COUNCILS**

### **2. Miscellaneous reports and announcements from Neighborhood Councils.**

There were no miscellaneous reports and announcements from representatives of Neighborhood Councils.

## **BOARDS AND COMMISSIONS**

### **3. Miscellaneous reports and announcements from Boards and Commissions.**

There were no miscellaneous reports and announcements from members of boards and commissions.

## **CITY MANAGER**

### **4. Miscellaneous reports and announcements from the City Manager.**

City Manager Greg Doyon reported that a special Commission meeting will be scheduled for November 30th to consider the electricity RFP responses. Four suppliers have indicated their interest in submitting a proposal. At its meeting on November 30th, the Commission will know what the prices are, but once a decision is made only the name of the supplier and the length of the contract will be disclosed. There is a two week period before the rate can be disclosed due to the unique competitive nature of the electric market. The gas proposal is on the agenda this evening and the potential for savings is significant and great for the community.

Manager Doyon reported that his office received a letter on November 20th from the Denver HUD office dated November 14th. Therein HUD articulated its previous concerns that were shared with the Commission, but also added some additional potential conflicts in 2017 and 2012. The potential conflicts will be explored and a report made back to HUD. The City is attempting to secure an addendum to its auditing agreement to do a special audit with NeighborWorks to address the particular issues.

Last Thursday EOC training was conducted simulating an emergency, how personnel would respond, and how to prepare a media release. Manager Doyon reported that undersheriff John Stevens has been named the new County Emergency Manager.

The City reached a tentative agreement with MPEA that will come before the Commission for ratification.

City offices will be closed Thursday and Friday for the Thanksgiving holiday, but Municipal Court will be open on Friday.

Manager Doyon congratulated Col. Ron Allen who has been nominated to the rank of Brigadier General in the Air Force.

Manager Doyon reported that there are only 28 trees remaining of the 1,667 boulevard trees on the 2010 hazard list, limiting the City's liability exposure.

In conclusion, Manager Doyon noted that the Christmas tree lighting is scheduled for Friday along with the Parade of Lights.

## **CONSENT AGENDA**

5. Minutes, November 7, 2017, City Commission Meeting.
6. Total Expenditures of \$4,225,030 for the period of October 14, 2017 through November 8, 2017, to include claims over \$5,000, in the amount of \$3,923,888.
7. Contracts List.
8. Grants List.
9. Approve final payment for the Beech Drive and Cherry Drive Water Main Replacement, in the amount of \$20,223.67 to Williams Civil Division, Inc. and \$204.28 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments. **OF 1718**

10. Approve final payment for the 13th Street South Reconstruction, in the amount **OF** of \$20,057.98 to United Materials of Great Falls, Inc. and \$202.61 to the State **1641.1** Miscellaneous Tax Fund and authorize the City Manager to make the payments.
11. Approve a natural gas supply contract with EnergyWest.

**Commissioner Bronson moved, seconded by Commissioner Burow, that the City Commission approve the Consent Agenda as presented.**

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Bronson was pleased to note the \$200,000 savings of Item 11, the natural gas supply contract, that will be passed along to residents. Also, the final payments set forth in Items 9 and 10 came in substantially under bid.

Mayor Kelly asked if there were any comments from the public.

**Brett Doney**, Great Falls Development Authority, 300 Central Avenue, referred to Item 7C and thanked the City for its support of economic development.

There being no one further to address the Commission, Mayor Kelly called for the vote.

Motion Adopted 4-0

**PUBLIC HEARINGS**  
**OLD BUSINESS**  
**NEW BUSINESS**

12. **Annexation Agreement Amendment pertaining to Lot 20A of the Amended Plat of the Amended Plat of Lot 20-20A, Block 17, Valley View Homes, Section Six, Great Falls, Cascade County, Montana.**

City Attorney Sara Sexe reported that David H. Beagles and Jeanette M. Beagles own Lot 20A of the Amended Plat of the Amended Plat of Lot 20-20A, Block 17, Valley View Homes, Section Six, Great Falls, Cascade County, Montana. The Beagles entered into an Annexation Agreement with the City of Great Falls, which included a provision that funds would be held in escrow at D.A. Davidson for reimbursement for future roadway improvements adjacent to their property which are in the Falcon Ridge No. 4 Addition to the City of Great Falls.

Under an April 15, 1997 Improvements Agreement, the escrowed funds were set aside so that when the Falcon Ridge roadway improvements were made by the subdivision developer, the owners of that development would be reimbursed with the escrowed funds. It was anticipated that the remainder of Falcon Ridge improvements would have occurred relatively shortly after the agreement, however those improvements still are not complete over twenty years later.



The Beagles requested that the City evaluate the continued holding of the funds in escrow. In response, the City reviewed the agreements and facts applicable to the project. After review, it was determined reasonable to release the obligation to hold escrowed funds as security for the reimbursement obligations.

**Commissioner Burow moved, seconded by Commissioner Bronson, that the City Commission approve the Annexation Agreement Amendment pertaining to Lot 20A of the Amended Plat of the Amended Plat of Lot 20-20A, Block 17, Valley View Homes, Section Six, Great Falls, Cascade County, Montana, and authorize the City Manager to execute the Agreement and all related documents.**

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Burow inquired if the money accrued interest while in escrow.

City Attorney Sexe responded that the monies were not held in an interest bearing account.

Mayor Kelly asked if there were any comments from the public.

Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0

### **ORDINANCES/RESOLUTIONS**

13. **Ordinance 3179, Establishing and Reserving Titles 7, 11 and 14 Of The Official Code Of The City Of Great Falls (OCCGF).**

City Attorney Sara Sexe reported that the ordinance under consideration is to establish and reserve Titles 7, 11 and 14 of the OCCGF making the OCCGF numerically correct for referencing purposes. Staff recommends that the Commission accept Ordinance 3179 on first reading and set second reading for December 5, 2017.

**Commissioner Houck moved, seconded by Commissioner Burow, that the City Commission accept Ordinance 3179 on first reading and set second reading for December 5, 2017.**

Mayor Kelly asked if there was discussion amongst the Commissioners or comments from the public. Hearing none, Mayor Kelly called for the vote.

Motion Carried 4-0

14. **Resolution 10216, to Establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course.**

Park and Recreation Interim Director Patty Rearden reported that this item is a request to set a

public hearing on Resolution 10216, Golf Fees, for December 5, 2017. Resolution 10216 would repeal Resolution 10121 and set fees for the 2018 and 2019 golf season.

In an effort to maintain current operations, anticipate future demands, and promote the golfing community, fees need to be established that will help offset expenditures relating to operating costs, equipment replacement, capital improvements, and debt associated with the golf courses. Fees have not been increased since January 2016.

Interim Director Rearden reviewed the proposed fee changes as set forth in the resolution and agenda report. She concluded that the increase in fees is projected to bring in an additional \$90,300 in revenue in 2018, and \$49,800 for 2019. Additionally, closing Anaconda Hills on September 30th in 2018 will be a cost savings of approximately \$10,000. City staff and the Golf Advisory Board are also working on revising the golf tournament rules in an effort to increase the number of tournaments at both courses.

**Commissioner Houck moved, seconded by Commissioner Burow, that the City Commission set a public hearing on Resolution 10216, Golf Fees, for December 5, 2017.**

Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Houck commented that she would also like to see reported cuts being made at the courses. She inquired about the difference in fees in 2018 and 2019, no proposed increase in trail or cart storage fees, and whether there would be an increase in promoting/marketing costs.

Interim Director Rearden responded that the biggest cut in expenses discussed was to close Anaconda Hills in September for a \$10,000 savings. There were significant capital expenditures last year that are not anticipated next year. Golf staff have been cutting expenses wherever they can. She further clarified that the reason green fees are not proposed for an increase in 2018, along with the cybercard, is an attempt to get players back that were lost to other courses. The trail or cart storage fees are primarily paid by season pass holders and those holders will already be paying an increase for a season pass. Staff will be working on marketing over the winter months.

Commissioner Houck inquired about a survey, and the recommendations of the Park and Recreation Master Plan.

Interim Director Rearden responded that the survey results were just tabulated. The discussions during the Master Plan process pertained to whether to keep Anaconda Hills as a golf course or to repurpose it.

Mayor Kelly requested clarification regarding the anticipated increase in revenue in 2018 versus 2019.

Interim Director Rearden responded that the approximately \$50,000 in 2019 is in addition to the projected revenue of approximately \$90,000 in 2018.

Commissioner Burow inquired how City golf fees compared to other golf courses.

Interim Director Rearden responded that she has course comparisons she would share with the Commission. With the implementation of the cybercard, the fees will be more in line with a

private course in town.

Mayor Kelly asked if there were any comments from the public.

Hearing none, Mayor Kelly called for the vote.

Motion carried 4-0

## **CITY COMMISSION**

### 15. **Miscellaneous reports and announcements from the City Commission.**

Commissioner Bronson congratulated Malmstrom Air Force Base for its award of the Blanchard Trophy for the eleventh time.

Mayor Kelly wished City staff and the community the best of holidays.

### 16. **Commission Initiatives.**

There were no Commission initiatives.

## **ADJOURNMENT**

There being no further business to come before the Commission, **Commissioner Burow moved, seconded by Commissioner Houck, to adjourn the regular meeting of November 21, 2017, at 7:55 p.m.**

Motion Adopted 4-0

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**Mayor Bob Kelly**

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**City Clerk Lisa Kunz**

**Minutes Approved:**



**Item:** Total Expenditures of \$1,718,012 for the period of November 1, 2017 through November 22, 2017, to include claims over \$5,000, in the amount of \$1,470,592.

**From:** Fiscal Services

**Initiated By:** City Commission

**Presented By:** Melissa Kinzler, Fiscal Services Director

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ATTACHMENTS:

- ▣ 5000 Report



**ITEM:** \$5,000 Report  
 Invoices and Claims in Excess of \$5,000

**PRESENTED BY:** Fiscal Services Director

**ACTION REQUESTED:** Approval with Consent Agenda

**LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT**  
**[www.greatfallsmt.net/fiscalservices/check-register-fund](http://www.greatfallsmt.net/fiscalservices/check-register-fund)**

**TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:**

ACCOUNTS PAYABLE CHECK RUNS FROM NOVEMBER 9, 2017 - NOVEMBER 22, 2017	1,677,845.78
MUNICIPAL COURT ACCOUNT CHECK RUN FOR NOVEMBER 1, 2017 - NOVEMBER 15, 2017	40,165.89
<b>TOTAL: \$</b>	<u><u>1,718,011.67</u></u>

**SPECIAL REVENUE FUND**

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**LIGHTING DISTRICT**

EARTH ENERGY ADVISORS INC	ENERGY PURCHASING SERVICES	8,500.00
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**FIRE SPECIAL REVENUE**

CONTRACT FLOORING	TRAINING CENTER FLOORING	7,200.00
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**STREET DISTRICT**

GREAT FALLS SAND & GRAVEL INC	ASPHALTIC CONCRETE	14,843.88
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**LIBRARY FOUNDATION**

CASCADE ELECTRIC CO INC	LIGHTS FOR THE ARCH	9,950.00
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**PLANNING & COMMUNITY DEVELOPMENT**

GREAT FALLS TRANSIT DISTRICT	REIMBURSEMENT FOR TRANSIT PLANNING FROM UPWP FUNDS RECEIVED	19,658.88
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**ENTERPRISE FUNDS**

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**WATER**

WILLIAMS CIVIL CONSTRUCTION	OF 1571.1 4TH AVE N WATER MAIN REPLACEMENT - 15TH ST TO 27TH ST	47,949.47
NALCO COMPANY	CHEMICALS	42,352.00
BLACK & VEATCH CORPORATION	OF 1519.6 WTP IMP PH 1 CONSTRUCTION	143,311.08

**ENTERPRISE FUNDS (CONT.)**

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**SEWER**

VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT	233,851.99
VEOLIA WATER NORTH AMERICA	MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	12,500.00
PHILLIPS CONSTRUCTION	OF 1695.4 3RD AVE SW LIFT STATION #18	85,837.61

**STORM DRAIN**

MRTE INC	OF 1666.6 FERN DR DRAINAGE IMPROVEMENT	14,627.25
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**CIVIC CENTER EVENTS**

GREAT FALLS SKI PATROL	18-52 BANFF FILM FESTIVAL CASH OUT	6,281.41
GREAT FALLS COMMUNITY CONCERT ASSOCIATION	18-11 3 REDNECK TENORS CASH OUT	6,955.60
DOMESTIC PREPAREDNESS ASSISTANCE CENTER	18-49 KRIS PARONTO CASH OUT	8,792.10
GREAT FALLS SYMPHONY ASSOCIATION INC	18-41 CINDERELLA CASH OUT	42,796.17

**INTERNAL SERVICES FUND**

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**INSURANCE & SAFETY**

MONTANA MUNICIPAL INTERLOCAL AUTHORITY	OCTOBER DEDUCTIBLE RECOVERY BILLING	13,943.46
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**FISCAL SERVICES**

NORTHWEST VITAL RECORDS CENTER	MICROFILM SERVICES	12,090.00
ANDERSON ZURMUEHLEN AND CO PC	PROGRESS BILLING	10,000.00

**INFORMATION TECHNOLOGY**

SHI INTERNATIONAL CORP	1 YEAR SOPHOS AV	6,280.00
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**CENTRAL GARAGE**

MOUNTAIN VIEW CO-OP	FUEL-DIESEL	30,872.74
BISON MOTOR CO	2018 F-150 SUPERCAB	28,680.60

**TRUST AND AGENCY**

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**COURT TRUST MUNICIPAL COURT**

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	33,662.76
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**PAYROLL CLEARING**

STATE TREASURER	MONTANA TAXES	45,030.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	5,740.77
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,620.59
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	65,941.75
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	126,455.15
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	14,108.00
US BANK	FEDERAL TAXES, FICA & MEDICARE	209,475.62
AFLAC	EMPLOYEE CONTRIBUTIONS	11,322.46
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	13,180.11

**UTILITY BILLS**

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MONTANA WASTE SYSTEMS INC

OCTOBER 2017 MONTHLY CHARGES

85,780.46

**CLAIMS OVER \$5000 TOTAL:**

\$ 1,470,591.91



**Item:** Contracts List

**From:** City Clerk's Office

**Presented By:** City Commission

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ATTACHMENTS:

- December 5, 2017 -- Contracts List



**CITY OF GREAT FALLS, MONTANA**

**AGENDA: 7**

**COMMUNICATION TO THE CITY COMMISSION**

**DATE: December 5, 2017**

**ITEM:** CONTRACTS LIST  
Itemizing contracts not otherwise approved or ratified by City Commission Action  
(Listed contracts are available for inspection in the City Clerk’s Office.)

**PRESENTED BY:** Darcy Dea, Deputy City Clerk

**ACTION REQUESTED:** Ratification of Contracts through the Consent Agenda

**MAYOR’ S SIGNATURE:** \_\_\_\_\_

**CONTRACTS LIST**

	<b>DEPARTMENT</b>	<b>OTHER PARTY (PERSON OR ENTITY)</b>	<b>PERIOD</b>	<b>AMOUNT</b>	<b>PURPOSE</b>
<b>A</b>	Planning and Community Development	Quality Life Concepts	11/01/2017-06/30/2018	\$20,877	2017-2018 Community Development Block Grant Agreement to seal and replace the asbestos flooring of South Park Group Home (City Commission approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 20, 2017, Item 18)
<b>B</b>	Park and Recreation	Williamson Fencing & Sprinklers	12/05/2017-04/15/2018	\$24,150	Agreement for Multi Sports Softball Complex backstop and dugout project (Field #4)

<b>C</b>	Planning and Community Development	Area VIII Agency on Aging	11/01/2017-06/30/2017	\$25,000	2017-2018 Community Development Block Grant Agreement to purchase food for the Meals on Wheels program, a city wide service of home delivery meal program for low/moderate income elderly who are handicapped or unable to prepare meals. (City Commission approved Annual Action Plan and use of 2017/2018 CDBG & HOME funds on June 6, 2017, Item 14)
<b>D</b>	Planning and Community Development	Tim Locke Concrete and Construction	12/05/2017-08/01/2018	\$600	Agreement for removal of dirt pile at 2612 1 <sup>st</sup> Avenue South . (CR - 070517.22 -Resolution 10197 declaring property a nuisance, order the nuisance be abated and authorize City Staff to force Abatement if necessary)
<b>E</b>	Planning and Community Development	ALR Contracting	12/05/2017-08/01/2018	\$3895	Agreement for scraping and painting of house and garage at 2612 1 <sup>st</sup> Avenue South. (CR 070517.22 – Resolution 10197 declaring property a nuisance, order the nuisance be abated and authorize City Staff to force Abatement if necessary)
<b>F</b>	Planning and Community Development	Kenco Security & Technology	12/05/2017-12/31/2018	\$17,999.56	Construction Agreement for the Installation of security cameras at the Electric City Water Park including parking lot
<b>G</b>	Planning and Community Development	Kenco Security & Technology	12/05/2017-12/31/2018	\$35,642.85	Construction Agreement for the installation of security cameras at the Civic Center parking lots including lot behind the Children’s Museum



**Item:** Final Pay: WWTP Storm Water Demonstration Projects, O.F. 1633.6

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Approve Final Pay Request.

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**Suggested Motion:**

1. Commissioner moves:

“I move the City Commission (approve / not approve) Final Payment in the amount of \$2,812.27 to Phillips Construction, LLC and \$28.41 to the State Miscellaneous Tax Fund for the WWTP Storm Water Demonstration Projects, and authorize the City Manager to make the payments.”

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

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**Staff Recommendation:**

Approve Final Payment Request.

**Background:**

Significant Impacts

This project improved landscaping and storm water features at two areas of open land at the Waste Water Treatment Plant that had little vegetation and drainage issues. The first area was a flat section of land on the north side of the plant entrance road, and the second area was the northeast corner of the plant, adjacent to Calumet and a Northwestern Energy Substation.

At the entrance to the plant, curb and gutter, river rock landscaping, topsoil, and seed were installed to improve drainage and the appearance of the entrance.

At the northeast corner of the plant, the slope was re-graded and check dams installed ahead of seed and topsoil to control erosion. Also in this area, a containment curb was installed around a concrete pad used to hold iron sponge filter media.

The seed was irrigated for 90 days to establish the grass through the summer.

Workload Impacts

City Engineering Staff provided design services for the project and construction inspection and administration duties.

Evaluation and Selection Process

Four bids were received and opened on May 3, 2017. The bids ranged between \$113,536.00 and \$87,473.00, with Phillips Construction providing the low bid of \$87,473.00

Commission Award Date

The City Commission awarded the contract to Phillips Construction, LLC on May 16, 2017.

Final Payment

The final project cost is \$86,068.00, which is \$1,405.00 less than the original contract value. The final value was less than the total contracted value because the actual quantities were different than the plan quantities.

Conclusion

City staff recommends making the Final Payment for the WWTP Storm Water Demonstration Projects to Phillips Construction, LLC and to the State Miscellaneous Tax Fund.

City staff has verified that Phillips Construction has completed all work and punch list items in accordance with the plans and contract. The two year warranty period started at the time of substantial completion which was June 23, 2017.

**Alternatives:**

The City Commission could vote to deny Final Payment.

ATTACHMENTS:

- OF 1633.6 Final Pay



City of Great Falls  
 2 Park Dr S  
 Great Falls, MT 59401  
 Phone (406) 455-8425

**Purchase Order**  
**No. 2017-00000368**

**DATE 06/22/2017**

**Ship To**  
 CITY OF GREAT FALLS  
 PUBLIC WORKS DEPARTMENT  
 1005 25TH AVE NE  
 GREAT FALLS, MT 59404

**Bill To**  
 CITY OF GREAT FALLS  
 ACCOUNTS PAYABLE  
 PO BOX 5021  
 GREAT FALLS, MT 59403

**Vendor**  
**Vendor No. 1492**  
 PHILLIPS CONSTRUCTION LLC  
 2607 9TH AVE NW  
 GREAT FALLS, MT 59404

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
 PAGE 1 of 1  
**ORIGINATOR:** Kari Wambach

**NOTE:**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - OF 1633.6 WWTP SW DEMONSTRATION PROJ APP 051617 5310.31.564.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 86,598.27 PW361701	86,598.2700	\$86,598.27
<i>Final Pay Close PO</i>				
<b>PURCHASE ORDER TOTAL</b>				<b>\$86,598.27</b>

**Special Instructions:** PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.

PROJECT FUNDING/EXPENDITURE SUMMARY \*  
 WWTP Storm Water Demonstration Projects OF1633.6  
 PREPARED BY THE CITY ENGINEERS OFFICE 11-14-17

PAYEE	FUND	NO. 1	NO. 2	NO. 3 (FINAL)	CLAIM - NUMBER / AMOUNT / DATE	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	ALLOCATED FUNDING	EXPENDITURES TO DATE	BALANCE
Contractor - Phillips Const.	Sewer Treatment - Improvements other than Bldg.	\$74,481.02	\$79,944.03	\$2,812.27									\$86,598.27	85,207.32	\$1,390.95
		\$74,481.02 06/30/17	\$79,944.03 10/05/17	\$2,812.27 11/14/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,598.27	\$85,207.32
Tax	Sewer Treatment - Improvements other than Bldg.	\$752.33	\$79.94	\$28.41									\$874.73	860.68	\$14.05
	TOTAL	\$752.33 06/30/17	\$79.94 10/05/17	\$28.41 11/14/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$874.73	\$860.68	\$14.05
MISCELLANEOUS	Sewer Treatment - Other Prof. Services	\$618.68											\$1,000.00	\$618.68	\$381.32
	TOTAL	\$618.68 04/25/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$618.68	\$381.32
VENDOR	Tribune												\$88,473.00	\$86,686.68	\$1,786.32
	TOTALS												\$88,473.00	\$86,686.68	\$1,786.32

PROJECT FUNDING SUMMARY

FUND DESIGNATION	ALLOCATED	EXPENDITURES	BALANCE
Sewer Treatment - Improvements other than Bldg.	\$87,473.00	\$86,068.00	\$1,405.00
Sewer Treatment - Other Prof. Services	\$1,000.00	\$618.68	\$381.32
<b>TOTAL</b>	<b>\$1,000.00</b>	<b>\$618.68</b>	<b>\$381.32</b>

ACCOUNT NUMBER	PROJECT NUMBER
5310-31-564-49310	PW361701
5310-31-564-43590	PW361701

**APPLICATION FOR PAYMENT NO. FINAL**

To: City of Great Falls (OWNER)  
 From: Phillips Construction, LLC (CONTRACTOR)  
 Contract: WWTP Storm Water Demonstration Projects  
 Project: WWTP Storm Water Demonstration Projects  
 OWNER'S Contract No. \_\_\_\_\_ ENGINEER's Project No. O.F. 1633.6  
 For Work accomplished through the date of: \_\_\_\_\_ November 9, 2017

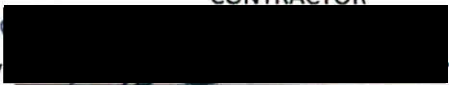
1.	<b>Original Contract Price:</b>		\$ <u>82,473.00</u>
2.	Net Change by Change Orders and Written Amendments (+ or -):		\$ -
3.	Current Contract Price (1 plus 2):		\$ -
4.	Total Completed <u>\$ 86,068.00</u> and stored	\$ - to date:	\$ <u>86,068.00</u>
5.	Retainage (per Agreement):		
	<u>0</u> % of Completed Work:		
	<u>0</u> % of stored material:	\$ -	
	Total Retainage:		\$ -
6.	Total completed and stored to date less retainage (4 minus 5)		\$ <u>86,068.00</u>
7.	Less previous Applications for Payments:		\$ <u>83,227.32</u>
8.	Gross Amount Due this application (6 minus 7):		\$ <u>2,840.68</u>
9.	Less <b>1% State Gross Receipts Tax:</b>		\$ <u>28.41</u>
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>		\$ <u>2,812.27</u>

Accompanying Documentation:

**CONTRACTOR's Certification:**


The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective. in accordance with the Contract Documents and not defective.

Dated: November 9, 2017

Phillips Construction, LLC  
 CONTRACTOR  
 By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11/14/17

City of Great Falls  
 Engineer  
 By: 

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. Modified by the City of Great Falls to add items 9 and 10.

**JOB NAME**  
**Progress Payments for Phillips Construction, LLC**

11/9/2017

Item #	Description of Pay Items	Qty	Unit	Unit Price	Quantity for Pay Request 1	Quantity for Pay Request 2	Quantity for Pay Request 3	Quantity for Pay Request 4	Quantity for Pay Request 5	Quantity for Final Request	Amount for this Pay Request	Total Quantity Remaining	Quantity Completed %	Total Amount Paid	Total Bid Amount
101	SITE GRADING	1	LS	\$ 9,910.00	1.00	0.00					\$ -	0.00	100.00	\$ 9,910.00	\$ 9,910.00
102	STREET CURB AN GUTTER W/ CURB RETURNS	485	LF	\$ 40.00	510.00	0.00					\$ -	(25.00)	105.15	\$ 20,400.00	\$ 19,400.00
103	ROCK CHANNEL, DEPRESSION, AND LANDSCAPE LINING	2400	SF	\$ 5.00	2400.00	0.00					\$ -	0.00	100.00	\$ 12,000.00	\$ 12,000.00
104	ROCK BERMIS AND CHECK DAMS	275	LF	\$ 50.00	275.00	0.00					\$ -	0.00	100.00	\$ 13,750.00	\$ 13,750.00
105	GRAVEL ROAD REPAIR	500	SF	\$ 0.50	500.00	0.00					\$ -	0.00	100.00	\$ 250.00	\$ 250.00
106	SEEDING - NATIVE DRYLAND GRASS	26000	SF	\$ 0.17	26000.00	0.00					\$ -	0.00	100.00	\$ 4,420.00	\$ 4,420.00
107	SEEDING - DRYLAND TURF	10900	SF	\$ 0.23	10900.00	0.00					\$ -	0.00	100.00	\$ 2,507.00	\$ 2,507.00
108	TOPSOIL, 3" DEPTH	19900	SF	\$ 0.28	19900.00	0.00					\$ -	0.00	100.00	\$ 5,572.00	\$ 5,572.00
109	AMENDED TOPSOIL, 3" DEPTH	9200	SF	\$ 0.17	9200.00	0.00					\$ -	0.00	100.00	\$ 1,564.00	\$ 1,564.00
110	CONCRETE PAD RETROFIT CURB	125	LF	\$ 40.00	125.00	0.00					\$ -	0.00	100.00	\$ 5,000.00	\$ 5,000.00
111	CONCRETE RAMPS	1	LS	\$ 1,400.00	1.00	0.00					\$ -	0.00	100.00	\$ 1,400.00	\$ 1,400.00
112	PROVIDE AND INSTALL 24 INCH FIELD INLET	1	EA	\$ 2,000.00	1.00	0.00					\$ -	0.00	100.00	\$ 2,000.00	\$ 2,000.00
113	PLACE LARGE PIPE FITTINGS	4	EA	\$ 50.00	0.00	2.00					\$ -	2.00	50.00	\$ 100.00	\$ 200.00
113a	90 DAY SEED ESTABLISHMENT	1	LS	\$ 4,500.00	0.00	1.00					\$ -	0.00	100.00	\$ 4,500.00	\$ 4,500.00
114	MISCELLANEOUS	5000	UNIT	\$ 1.00	420.00	275.00	2000.00				\$ 2,000.00	2305.00	53.90	\$ 2,695.00	\$ 5,000.00
<b>Miscellaneous Pay Items for Pay Request # 1</b>															
Repair Damaged Gates \$ 2,000.00															
\$ 86,068.00 \$ 87,473.00															

Amount for this Pay Request		Retainage
1	\$ 79,193.00	5%
2	\$ 4,875.00	5%
3	\$ 2,000.00	0%
4		5%
5		1%
FINAL		0%

Material & Storage Pay Estimate #1 \$  
 Material & Storage Pay Estimate #2 \$  
 Material & Storage Pay Estimate #3 \$  
 Material & Storage Pay Estimate #4 \$  
 Material & Storage Pay Estimate #5 \$

Current Pay Request	1	2	3	4	5	FINAL
Original Contract	\$ 87,473.00	\$ 87,473.00	\$ 87,473.00	\$ 87,473.00	\$ 87,473.00	\$ 87,473.00
Change Order + or -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current Contract Amount	\$ 87,473.00	\$ 87,473.00	\$ 87,473.00	\$ 87,473.00	\$ 87,473.00	\$ 87,473.00
Total Completed and Stored to Date	\$ 79,193.00	\$ 84,068.00	\$ 86,068.00	\$ 86,068.00	\$ 86,068.00	\$ 86,068.00
Retainage - work completed + stored material	\$ 3,959.65	\$ 840.68	\$ -	\$ -	\$ -	\$ -
Total Completed and Stored to Date less Retainage	\$ 75,233.35	\$ 83,227.32	\$ 86,068.00	\$ 86,068.00	\$ 86,068.00	\$ 86,068.00
Less Previous Payments	\$ -	\$ 75,233.35	\$ 83,227.32	\$ 83,227.32	\$ 83,227.32	\$ 83,227.32
Gross Amount Due this Application	\$ 75,233.35	\$ 7,993.97	\$ 2,840.68	\$ 2,840.68	\$ 2,840.68	\$ 2,840.68
Less 1% State Withholding Tax	\$ 752.33	\$ 79.94	\$ 28.41	\$ 28.41	\$ 28.41	\$ 28.41
Total Amount Due this Pay Period	\$ 74,481.02	\$ 7,914.03	\$ 2,812.27	\$ 2,812.27	\$ 2,812.27	\$ 2,812.27

Payment Date





City of Great Falls  
 2 Park Dr S  
 Great Falls, MT 59401  
 Phone (406) 455-8425

**Purchase Order**  
**No. 2017-00000369**

**DATE 06/22/2017**

**Ship To**  
 CITY OF GREAT FALLS  
 PUBLIC WORKS DEPARTMENT  
 1005 25TH AVE NE  
 GREAT FALLS, MT 59404

**Bill To**  
 CITY OF GREAT FALLS  
 ACCOUNTS PAYABLE  
 PO BOX 5021  
 GREAT FALLS, MT 59403

**Vendor**  
**Vendor No.** 1129  
 STATE OF MONTANA  
 DEPT OF REVENUE  
 MISC TAX DIVISION - MITCHELL BLDG  
 PO BOX 5835  
 HELENA, MT 59604-5835

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
 PAGE 1 of 1  
**ORIGINATOR:** Kari Wambach

**NOTE:**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - 1% WITHHOLDING FOR PHILLIPS ON OF 1633.6 5310.31.564.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 874.73 PW361701	874.7300	\$874.73
<i>Final Pay Close PO</i>				
<b>PURCHASE ORDER TOTAL</b>				<b>\$874.73</b>

**Special Instructions:** PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.

PROJECT FUNDING/EXPENDITURE SUMMARY \*  
 WWTP Storm Water Demonstration Projects OF1633.6  
 PREPARED BY THE CITY ENGINEERS OFFICE 11-14-17

PAYEE	FUND	CLAIM - NUMBER / AMOUNT / DATE										ALLOCATED FUNDING	EXPENDITURES TO DATE	BALANCE
		NO. 1	NO. 2	NO. 3 (FINAL)	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10			
Contractor - Phillips Const.	Sewer Treatment - Improvements other than Bldg.	\$74,481.02	\$7,914.03	\$2,812.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,598.27	85,207.32	\$1,390.95
	TOTAL DATE	\$74,481.02 06/30/17	\$7,914.03 10/05/17	\$2,812.27 11/14/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$86,598.27	\$85,207.32	\$1,390.95
Tax	Sewer Treatment - Improvements other than Bldg.	\$752.33	\$79.94	\$28.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$874.73	860.68	\$14.05	
	TOTAL DATE	\$752.33 06/30/17	\$79.94 10/05/17	\$28.41 11/14/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$874.73	\$860.68	\$14.05	
MISCELLANEOUS	Sewer Treatment - Other Prof. Services	\$618.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$618.68	\$381.32	
	TOTAL DATE	\$618.68 04/25/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$618.68	\$381.32	
VENDOR	Tribune													
TOTALS											\$88,473.00	\$86,686.68	\$1,786.32	

PROJECT FUNDING SUMMARY

FUND DESIGNATION	ALLOCATED	EXPENDITURES	BALANCE
Sewer Treatment - Improvements other than Bldg.	\$87,473.00	\$86,068.00	\$1,405.00
Sewer Treatment - Other Prof. Services	\$1,000.00	\$618.68	\$381.32
<b>TOTAL</b>	<b>\$1,000.00</b>	<b>\$618.68</b>	<b>\$381.32</b>

PROJECT NUMBER

PW361701  
 PW361701

ACCOUNT NUMBER

5310-31-564-49310  
 5310-31-564-43590



## Contractors Gross Receipts Gross Receipts Withholding Return

1. Contract Awarded by:  Agency  Prime Contractor

Federal Identification Number (FEIN): 81 - 6001269			
Name: City of Great Falls			
Address: PO Box 5021			
City: Great Falls	State: MT	Zip Code	59403

2. Contract Awarded to:  Prime Contractor  Sub Contractor

Federal Identification Number (FEIN): 81 - 0436613			
Name: Phillips Construction			
Address: 2607 9th Avenue NW			
City: Great Falls	State: MT	Zip Code	59404

3. Government Issued Contract Number .....	3.	OF 1633.6
4. Contract Award Date .....	4.	16-May-17
5. Month and year increment payment earned .....	5.	Nov-17
6. Gross amount due prime contractor or sub-contractor at the time of this report .....	6.	\$2,840.68
7. Amount Withheld (1% of line 6) (If payment made to prime contractor from awarding agency, remittance must accompany this report) .....	7.	\$28.41
8. Net amount paid prime contractor or sub-contractor at the time of this report .....	8.	\$2,812.27
9. Check proper box for type of return being filed:		
<input checked="" type="checkbox"/> Remittance attached for credit to prime contractor's account (amount paid) .....	9a.	\$28.41
<input type="checkbox"/> Sub-Contractor allocation. Authorization to transfer credit to sub-contractor Failure of prime contractor to file a distribution report within thirty (30) days of payment will result in a 10% penalty. Date payment made to sub-contractor .....	9b.	13-Dec-17

10. Description of work to be performed: Installation of curb and gutter, regrading of slopes to improve drainage, add river rock landscaping, and add topsoil and seeding.

11. Location of work to be performed (be specific): 1600 6th Street NE, Great Falls, MT.

The agency or contractor must, in accordance with Section 15-5-206, Montana Code Annotated, withhold one percent (1%) of incremental payments due the contractor or sub-contractor. Amounts withheld from a prime contractor must be forwarded with this report to the Department of Revenue. Amounts withheld from sub-contractors must be reported on this form so that proper allocation of credit can be made from prime contractor's account to the sub-contractor.

Return Submitted by:  Agency  Prime Contractor  Sub-Contractor

Award Authorization  
Preparer's Signature: [REDACTED]

Preparer's Title: Engineering Administrative Secretary Date: 14 Nov 2017  
Phone: 406.771.1258 Fax: 406.771.0700

Mail this return to:

Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835



**Item:** Change Order 1 and Final Payment: City of Great Falls Public Works Facility Improvements-Utilities Building & Public Works Office, O.F. 1455.6

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Approve Change Order 1 and Final Pay Request.

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (approve / not approve) Change Order 1 in the amount of \$553.23 for the City of Great Falls Public Works Facility Improvements-Utilities Building & Public Works Office, and approve Final Payment in the amount of \$2,864.29 to EJ Carpentry, LLC and \$28.93 to the State Miscellaneous Tax Fund and authorize the City Manager to make the payments."

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

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**Staff Recommendation:**

Approve Change Order 1 and Final Payment Request.

**Background:**

Significant Impacts

This project made improvements to the City Utilities buildings and the Public Works Office. Older sections of the Utilities Shops received new metal roofing, skylights, gutters, overhead doors, personnel doors, windows, and refinished exterior walls. The Utilities storage buildings received new overhead doors, personnel doors, repaired door frames, and new exterior metal siding.

Workload Impacts

Nelson Architects provided design services for the project and assisted in Construction Inspection. City Engineering Staff also performed limited construction inspection and administration duties.

Evaluation and Selection Process

Two bids were received and opened on February 22, 2017. The two bids were \$256,000.00 and \$233,999.17, with EJ Carpentry providing the low bid of \$233,999.17.

Commission Award Date

The City Commission awarded the contract to EJ Carpentry on March 7, 2017.

Final Payment

The final project cost is \$234,552.40 which is \$553.23 greater than the amount that was originally awarded and approved. Change Order 1 is needed for the installation of an additional backboard along the front of the Utilities Building to allow for the secure installation of the new gutter system.

Conclusion

City staff recommends approving the Change Order and recommends making the Final Payments for the City of Great Falls Public Works Facility Improvements-Utilities Building & Public Works Office, O.F. 1455.6 to EJ Carpentry.

City staff has verified that EJ Carpentry has completed all work and punch list items in accordance with the plans and contract. The two year warranty period started at the time of substantial completion which was October 16, 2017.

**Alternatives:**

The City Commission could vote to deny Change Order 1 and Final Payment.

ATTACHMENTS:

- 1455.6 Change Order 1
- OF 1455.6 Final Pay

# Change Order

No. 1

Date of Issuance: 11-16-2017 Effective Date: 12-5-2017

Public Works Facility Improvements – Utilities Building & Public work Office (O.F. 14553.6)	Owner: City of Great Falls	Owner's Contract No. : O.F. 1455.6
Contractor: EJ Carpentry		Date of Contract: March 9, 2017
Address: 151 6 <sup>th</sup> Lane NE, Fairfield, MT 59436		Project Number.: PW321401

The Contract Documents are modified as follows upon execution of this Change Order:

This Change Order allows for the addition of a 2 x 6 board along the front of the administration building to allow for the attachment of the new rain gutter. After demolition of the existing gutter, it was determined that the current structure did not have the proper support for the new gutter.

Attachments: (List documents supporting change):

**CHANGE IN CONTRACT PRICE:**  
Original Contract Price:

\$ 233,999.17

[Increase] [Decrease] from previously approved Change

Orders No. 0 to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ 233,999.17

[Increase] [Decrease] of this Change Order:

\$ +553.23

Contract Price incorporating this Change Order:

\$ 234,552.40

**CHANGE IN CONTRACT TIMES:**  
Original Contract Times:

Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders

No. 0 to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 11/15/17

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 11/16/17

Date: \_\_\_\_\_



City of Great Falls  
 2 Park Dr S  
 Great Falls, MT 59401  
 Phone (406) 455-8425

**Purchase Order  
 No. 2017-00000327**

**DATE 05/03/2017**

**Ship To**  
 CITY OF GREAT FALLS  
 PUBLIC WORKS DEPARTMENT  
 1005 25TH AVE NE  
 GREAT FALLS, MT 59404

**Bill To**  
 CITY OF GREAT FALLS  
 ACCOUNTS PAYABLE  
 PO BOX 5021  
 GREAT FALLS, MT 59403

**Vendor**  
**Vendor No.** 1699  
 E J CARPENTRY LLC  
 151 6TH LN NE  
 FAIRFIELD, MT 59436

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
 PAGE 1 of 1  
**ORIGINATOR:** Kari Wambach

**NOTE:**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - OF 1455.6 PW BUILD FAC. PLAN/REPAIRS APP 030717 5210.31.556.43620 - BUILDING REPAIR & MAINT 71,280.00 PW321401 5310.31.565.43620 - BUILDING REPAIR & MAINT 71,280.00 PW321401 5315.31.575.43690 - OTHER REPAIR & MAINTENANCE SERVICES 15,840.00 PW321401 6075.31.511.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 73,259.18 PW321401  <i>Final Pay            Close to</i>	231,659.1800	\$231,659.18
<b>PURCHASE ORDER TOTAL</b>				<b>\$231,659.18</b>

**Special Instructions:** PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.

PROJECT FUNDING/EXPENDITURE SUMMARY \*

Public Works Buildings Facility Plan and Repairs O.F. 1455.6  
 PREPARED BY THE CITY ENGINEERS OFFICE 11/15/2017

PAYEE	FUND	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	ALLOCATED FUNDING	EXPENDITURES TO DATE	BALANCE
Engineer - Nelson Architects	Public Works Admin - Improvements Other Than Building	1,191.50 09/15/15	10,127.75 02/08/16	7,744.75 03/08/16	8,217.00 06/01/16	1,500.00 12/7/2016	2,074.50 11/6/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$30,855.50	30,855.50	\$0.00
	TOTAL DATE	\$1,191.50 09/15/15	\$10,127.75 02/08/16	\$7,744.75 03/08/16	\$8,217.00 06/01/16	\$1,500.00 12/7/2016	\$2,074.50 11/6/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$30,855.50	\$30,855.50	\$0.00
	Water-Water Distribution	\$66,578.18	\$4,701.82									\$71,280.00	\$71,280.00	\$0.00
Contractor - EJ Carpentry	Sewer - Sewer Collection		\$71,280.00		\$547.69							\$71,280.00	\$71,827.69	(\$547.69)
	Storm Drain - Storm Collection		\$4,356.53	\$11,483.47								\$15,840.00	\$15,840.00	\$0.00
	Public Works Admin - Improvements Other Than Building			\$70,942.58	\$2,316.60							\$73,259.18	\$73,259.18	(\$0.00)
	TOTAL DATE	\$66,578.18 08/08/17	\$80,336.35 09/13/17	\$82,426.05 10/19/17	\$2,864.29 11/16/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$231,659.18	\$232,206.87	(\$547.69)
	Water-Water Distribution	\$672.51	\$47.49									\$720.00	\$720.00	\$0.00
State Misc. Tax	Sewer - Sewer Collection		\$720.00		\$5.54							\$720.00	\$725.54	(\$5.54)
	Storm Drain - Storm Collection		\$44.01	\$115.99								\$160.00	\$160.00	\$0.00
	Public Works Admin - Improvements Other Than Building			\$716.60	\$23.39							\$739.99	\$739.99	\$0.00
	TOTAL DATE	\$672.51 08/08/17	\$811.50 09/13/17	\$832.59 10/19/17	\$23.93 11/16/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,339.99	\$2,345.53	(\$5.54)
MISCELLANEOUS	Public Works Admin - Other Professional Services	\$612.90 01/25/17	\$293.02 02/09/17	\$299.88 07/24/17	\$0.00	\$0.00						\$2,000.00	\$1,205.80	\$794.20
	TOTAL DATE	\$612.90 01/25/17	\$293.02 02/09/17	\$299.88 07/24/17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$1,205.80	\$794.20
	VENDOR	Tribase	Tribase	City Planning/CD										
	TOTALS											\$266,854.67	\$266,613.70	\$240.97

PROJECT FUNDING SUMMARY

FUND DESIGNATION	ALLOCATED	EXPENDITURES	BALANCE
Public Works Admin - Improvements Other Than Building	\$104,854.67	\$104,854.67	\$0.00
Water-Water Distribution	\$72,000.00	\$72,000.00	\$0.00
Sewer - Sewer Collection	\$72,000.00	\$72,553.23	-\$553.23
Storm Drain - Storm Collection	\$16,000.00	\$16,000.00	\$0.00
Public Works Admin - Other Professional Services	\$2,000.00	\$1,205.80	\$794.20
<b>TOTAL</b>	<b>\$266,854.67</b>	<b>\$266,613.70</b>	<b>\$240.97</b>

ACCOUNT NUMBER	PROJECT NUMBER
6075.31.511.49310	PW321401
5210-31-556-43620	PW321401
5310-31-565-43620	PW321401
5315-31-575-43690	PW321401
6075.31.511.43590	PW321401





**APPLICATION FOR PAYMENT NO. 4 (FINAL)**

To: City of Great Falls (OWNER)  
From: EJ Carpentry (CONTRACTOR)  
Contract: Public Works Facility Improvements  
Project: Admin and Utility Buildings  
OWNER's Contract No. OF 1455.6 ENGINEER's Project No. 1455.6  
For Work accomplished through the date of: November 1, 2017

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1.	Original Contract Price:	\$233,999.17
2.	Net change by Change Orders and Written Amendments (+ or -):	\$553.23
3.	Current Contract Price (1 plus 2):	\$234,552.40
4.	Total completed and stored to date:	\$234,552.40
	Retainage (per Agreement):	
	0 % of Completed Work: \$ 0	
	0 % of stored material: \$ 0.00	
	Total Retainage:	\$ 0
6.	Total completed and stored to date less retainage (4 minus 5):	\$ 234,552.40
7.	Less previous Applications for Payments:	\$231,659.18
8.	Gross Amount Due this application: (6 minus 7):	\$2,893.22
9.	Less <b>1% State Gross Receipts Tax</b> :	\$28.93
10.	<b>DUE THIS APPLICATION (8 MINUS 9):</b>	<b>\$ 2,864.29</b>

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Accompanying Documentation:

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated November 16, 2017

EJ Carpentry  
CONTRACTOR

By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated \_\_\_\_\_

ENGINEER

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

EJCDC No. 1910-8-E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute. **Modified by the City of Great Falls to add items 9 and 10.**

# EJ Carpentry LLC

Spread sheet for invoicing  
COGF Public Works Complex

	Bid	Bid	Invoice	Date	Paid	Date	5% retainage	1% tax
<b>Dryvit Utility's Building A, B &amp; C</b>	53,375.00							
<b>Credit for Painting Utility's B</b>	(6,900.00)							
<b>Total</b>	46,475.00							
<b>Materials</b>	20,052.00	20,052.00	20,052.00	8/1/2017	18,858.91	8/16/2017	992.57	200.52
<b>Labor</b>	26,423.00	26,423.00	26,423.00	8/1/2017	24,850.83	8/16/2017	1307.94	264.23
<b>Windows Utility's A &amp; C</b>	18,241.50							
<b>Materials</b>	11,165.00	11,165.00	11,165.00	9/1/2017	10,500.68	9/21/2017	552.67	111.65
<b>Labor</b>	7,076.50	7,076.50	7,076.50	9/1/2017	6,655.45	9/21/2017	350.29	70.77
<b>Doors 3/0 x 6/8 Utility's &amp; W1 W2 Building</b>	11,269.00							
<b>Materials</b>	6,380.00	6,380.00	6,380.00	9/1/2017	6,000.39	9/21/2017	315.81	63.8
<b>Labor</b>	4,889.00	4,889.00	4,889.00	9/1/2017	4,598.10	9/21/2017	242.01	48.89
<b>Garage Doors W1, W2 &amp; Boom Shed</b>	32,376.00							
<b>Materials</b>	25,960.00	25,960.00	25,960.00	10/9/2017				
<b>Labor</b>	6,416.00	6,416.00	6,416.00	10/9/2017				
<b>Roofing Utility's Building A &amp; C</b>	53,901.19							
<b>Materials</b>	21,253.20	21,253.20	21,253.20	8/1/2017	19,988.64	8/16/2017	1052.03	212.53
<b>Labor</b>	32,647.99	32,647.99	32,647.99	9/1/2017	30,705.44	9/21/2017	1616.08	326.48
<b>Siding - W1 &amp; W2 building</b>	27,875.77							
<b>Siding Credit for vents</b>	(450.00)							
<b>Total</b>	27,425.77							
<b>Materials</b>	7,300.80	7,300.80	7,300.80	9/1/2017	6,866.40	9/21/2017	361.39	73.01
<b>Labor</b>	20,124.97	10,000.00	10,000.00	9/1/2017	9,405.00	9/21/2017	495.00	100.00
<b>Repair floor in W2</b>	1,380.00							
<b>Materials</b>	500.00	500.00	500.00	10/9/2017				
<b>Labor</b>	880.00	880.00	880.00	10/9/2017				
<b>Close off Door way in Boom Truck</b>	1,150.00							
<b>Materials</b>	450.00	450.00	450.00	10/9/2017				
<b>Labor</b>	700.00	700.00	700.00	10/9/2017				
<b>Painting - W1 &amp; W2 Garage Door Jambs</b>	3,622.50							
<b>Materials</b>	1,000.00	1,000.00	1,000.00	10/9/2017				
<b>Labor</b>	2,622.50	2,622.50	2,622.50	10/9/2017				

Gutter & Down Spouts - Utility's C													
Materials	850.70	850.70	10/9/2017										
Labor	596.00	596.00	10/9/2017										
Soffit & fascia - Utility's C													
Materials	1,000.00	1,000.00	9/1/2017	940.50	9/21/2017	49.50	10.00						
Labor	1,580.60	1,580.60	9/1/2017	1,486.55	9/21/2017	78.24	15.81						
Snow Cleats													
Materials	835.00	835.00	9/1/2017	785.32	9/21/2017	41.33	8.35						
Labor	706.00	706.00	9/1/2017	663.99	9/21/2017	34.95	7.06						
Repair Door jambs - W-2 Building													
Materials	500.00	500.00	9/1/2017	470.25	9/21/2017	24.75	5.00						
Labor	1,340.00	1,340.00	9/1/2017	1,260.27	9/21/2017	66.33	13.40						
Bid Bonding													
Total Bid	23,399.91	23,399.91	10/9/2017										
Total Price	226,649.17	246,774.14	8/1/2017	63,698.37	8/16/2017	3,352.55	677.28						
Change Order Items													
1. Credit to paint utility's building B		6,900.00	See Dryvit for credit										
2. Credit for small vent on W1 & W2 building		450.00	See siding for credit										
Change Order Items Extra's													
1. 200' of 2x12 fascia board at eave's of utility A	3,062.00	3,062.00	8/1/2017	2,879.81	8/16/2017	151.57	30.62						
2. 2 - Paint metal doors on ( Utility's B )	\$400.00	\$400.00	10/9/2017										
3. 2 - Paint metal doors on ( Utility's A )	\$400.00	\$400.00	10/9/2017										
4. - Replace vent pipes to match existing size	\$900.00	\$900.00	10/9/2017										
Total Invoice Due		70,790.20	8/1/2017	66,578.18	8/16/2017	3504.12	707.90						
Total Invoice Due		85,420.89	9/1/2017	80,338.34	9/21/2017	4,228.35	854.22						
Total Invoice Due		\$ 75,200.08											

**Extra's for storage w1 & w2**

Re-place angle iron at bottom of wall			10/9/2017										
Labor 15 hr. E.J Carpentry						\$1,125.00							
Materials						\$936.23							
Cut door jambs off at 2 ft. and welded in new piece 3 ec. at 360.00 ec.						\$1,080.00							
Total		\$3,141.23	10/9/2017										

*Total 234,552.40*



City of Great Falls  
 2 Park Dr S  
 Great Falls, MT 59401  
 Phone (406) 455-8425

**Purchase Order  
 No. 2017-00000328**

**DATE 05/02/2017**

**Ship To**  
 CITY OF GREAT FALLS  
 PUBLIC WORKS DEPARTMENT  
 1005 25TH AVE NE  
 GREAT FALLS, MT 59404

**Bill To**  
 CITY OF GREAT FALLS  
 ACCOUNTS PAYABLE  
 PO BOX 5021  
 GREAT FALLS, MT 59403

**Vendor**  
 Vendor No. 1129  
 STATE OF MONTANA  
 DEPT OF REVENUE  
 MISC TAX DIVISION - MITCHELL BLDG  
 PO BOX 5835  
 HELENA, MT 59604-5835

**DELIVER BY  
 SHIP VIA  
 FREIGHT TERMS  
 PAGE 1 of 1  
 ORIGINATOR: Kari Wambach**

**NOTE:**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	EACH	CONTRACT SERVICES - 1% WITHHOLDING FOR EJ CARPENTRY ON OF 1455.6 5210.31.556.43620 - BUILDING REPAIR & MAINT 720.00  PW321401 5310.31.565.43620 - BUILDING REPAIR & MAINT 720.00  PW321401 5315.31.575.43690 - OTHER REPAIR & MAINTENANCE SERVICES 160.00 PW321401 6075.31.511.49310 - IMPROVEMENTS OTHER THAN BUILDINGS 739.99 PW321401	2,339.9900	\$2,339.99
<b>PURCHASE ORDER TOTAL</b>				<b>\$2,339.99</b>

*Kinial Pay  
 Close PO*

**Special Instructions:** PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES, PACKING SLIPS, AND CORRESPONDENCE.

By accepting this purchase order contract, both the seller and the City of Great Falls agree that they will perform their obligations in accordance with all applicable laws and ordinances. All documents relative to this purchase order contract shall be interpreted and construed according to the laws of the State of Montana.





## Contractors Gross Receipts Gross Receipts Withholding Return

1. Contract Awarded by:  Agency  Prime Contractor

Federal Identification Number (FEIN): 81 - 6001269			
Name: City of Great Falls			
Address: PO Box 5021			
City: Great Falls	State: MT	Zip Code	59403

2. Contract Awarded to:  Prime Contractor  Sub Contractor

Federal Identification Number (FEIN): 20 - 4901578			
Name: E J Carpentry			
Address: 151 6th Lane NE			
City: Fairfield	State: MT	Zip Code	59436

3. Government Issued Contract Number .....	3.	OF 1455.6
4. Contract Award Date .....	4.	7-Mar-17
5. Month and year increment payment earned .....	5.	Oct-17
6. Gross amount due prime contractor or sub-contractor at the time of this report .....	6.	\$2,893.22
7. Amount Withheld (1% of line 6) (If payment made to prime contractor from awarding agency, remittance must accompany this report) .....	7.	\$28.93
8. Net amount paid prime contractor or sub-contractor at the time of this report .....	8.	\$2,864.29
9. Check proper box for type of return being filed:		
<input checked="" type="checkbox"/> Remittance attached for credit to prime contractor's account (amount paid) .....	9a.	\$28.93
<input type="checkbox"/> Sub-Contractor allocation. Authorization to transfer credit to sub-contractor Failure of prime contractor to file a distribution report within thirty (30) days of payment will result in a 10% penalty. Date payment made to sub-contractor .....	9b.	13-Dec-17

10. Description of work to be performed: Improvements to buildings. New metal roofing, skylights, gutters, overhead and personnel doors, windows and refinishing of exterior walls.

11. Location of work to be performed (be specific): 1005 25th Avenue NE, Great Falls, MT.

The agency or contractor must, in accordance with Section 15-5-206, Montana Code Annotated, withhold one percent (1%) of incremental payments due the contractor or sub-contractor. Amounts withheld from a prime contractor must be forwarded with this report to the Department of Revenue. Amounts withheld from sub-contractors must be reported on this form so that proper allocation of credit can be made from prime contractor's account to the sub-contractor.

Return Submitted by:  Agency  Prime Contractor  Sub-Contractor

Award Authorization [REDACTED]

Preparer's Signature: [REDACTED]

Preparer's Title: Engineering Administrative Secretary Date: 16 Nov 2017

Phone: 406.771.1258 Fax: 406.771.0700

Mail this return to:

Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835



**Item:** Professional Services Contract: Water and Sewer Cost of Service Study, O. F. 1699

**From:** Engineering Division

**Initiated By:** Public Works Department

**Presented By:** Jim Rearden, Public Works Director

**Action Requested:** Consider and Approve Contract for Office File 1699

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (award/not award) a contract in the amount of \$137,313.00 to Advanced Engineering and Environmental Services, Inc. (AE2S) for the Water and Sewer Cost of Service Study and authorize the City Manager to execute the contract documents."

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

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**Staff Recommendation:**

Approve contract award.

**Summary:**

Four proposals were received and reviewed for this study on November 13, 2017. The four proposals were evaluated by a seven member committee and scored on their written proposals. The following is the breakdown of the scores according to the Engineer Selection Policy:

<u>Consultant</u>	<u>Score</u>
1. AE2S	661
2. HDR Engineering, Inc.	576
3. Raftelis/KLJ	570
4. Woodard & Curran	521

**Background:**

The last water and sewer cost of service study was done in 2001. This study is needed to evaluate current and future costs and compare them to the industry standards for Montana and our region.

Public Works Administration, Engineering, Utilities, Environmental, and Fiscal Services Staff reviewed proposals and will perform contract administration duties throughout the project.

This study is needed to provide the following information:

1. A comparison of current water and sewer system costs (operations, capital improvements, and bonded debt) against appropriate industry benchmarks.
2. Recommended baseline rate structures required to fund water and sewer systems and consider annual inflationary, indexed adjustments to rates needed to maintain each utility.
3. Recommended ways of communicating utility system costs including recommendations for restructuring utility bill format.
4. Equity for all types of property ownership including single and multi-family units, MaltEurop, Calumet, Montana Refining, Black Eagle and Malmstrom Air Force Base.

The cost of service study is to provide the following services:

1. Facilitate a minimum of two meetings with the City Commissioners. The first will be an educational meeting addressing the process of conducting the cost of service study and what to expect once the study is completed. AE2S will then meet to present the final results in person to the City Commission.
2. Assess the current rate structure's performance as a baseline for comparing recommended changes.
3. Assess the interaction between the water conservation elements of the recommended rate structure and their impacts on the ability to fund water operations as well as their impact on the economic well-being of the community.
4. Assess the ability of the revenue stream generated by the recommended rate structures to continue to fully fund water and sewer system costs.
5. Assess existing customer service fee structure and identify other potential areas for service and system charges and recommend changes.
6. Specifically analyze special customer classes (Industrial, Malmstrom Air Force Base, Black Eagle) to verify cost of service and appropriate rates.
7. Include industrial 'extra strength' charges analysis and environmental/regulatory costs as a component of the overall rate structure.
8. Recommend methods for communicating utility costs to include layout of the utility bill and how it might be used to identify actual costs of providing water and sewer services under recommended rate structures. Assess ease of communication associated with each recommended rate structure.
9. Annual operating fund balance targets.
10. Annual target contingency fund balances and level of liquidity.
11. Assess appropriate budgeting horizon and cycle needed to support recommended rate structures.
12. Assess performance of each recommended rate structure and provide recommendation on preferred rate structure.
13. Provide data supporting conclusions and observations made for each of the areas above.

AE2S was the top choice of all seven selection committee members. City Staff recommends awarding the contract to AE2S in the amount of \$137,313.00.

**Fiscal Impact:**

This project is being funded through the Water and Sanitary Sewer funds.

**Alternatives:**



The City Commission could vote to award the contract to another consultant or reject proposals and request new proposals.

ATTACHMENTS:

- Professional Services Agreement 1699

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as “City,” and Advanced Engineering and Environmental Services, Inc. (AE2S), 300 15<sup>th</sup> Street South Suite #7, Great Falls, Montana 59405, hereinafter referred to as “Consultant.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to hire Consultant as an independent contractor to perform for City services described in the Scope of Services attached hereto as Exhibit “A” and by this reference made a part hereof.

2. **Term of Agreement:** This Agreement is effective upon the date of its execution through June 30, 2018. Both parties reserve the right to cancel this Agreement by providing a written thirty (30) day notice to the other party. The parties may extend this agreement in writing prior to its termination.

3. **Scope of Work:** Consultant will perform the work and provide the services in accordance with the requirements of the Scope of Services.

4. **Payment:** City agrees to pay Consultant One Hundred Thirty-Seven Thousand Three Hundred Thirteen Dollars (\$137,313) per Exhibit A, Scope of Services, not to exceed contract amount for services performed pursuant to the Scope of Services. Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by the City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. **Independent Contractor Status:** The parties agree that Consultant is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Consultant is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Consultant is not authorized to represent the City or otherwise bind the City in any dealings between Consultant and any third parties.

Consultant shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Consultant shall maintain workers’ compensation coverage for all members and employees of Consultant’s business, except for those members who are exempted by law.

Consultant shall furnish the City with copies showing one of the following: **(1)** a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’

compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

6. **Indemnification:** To the fullest extent permitted by law, Consultant shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Consultant's performance of this Agreement and Consultant's work on the Project or work of any subcontractor or supplier to Consultant.

7. **Insurance:** Consultant shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Consultant will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Consultant, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under this Agreement. All insurance coverage shall remain in effect throughout the life of this Agreement and for a minimum of one (1) year following the date of expiration of Consultant's warranties. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Consultant, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

**Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

Consultant may provide applicable excess or umbrella coverage to supplement Consultant's existing insurance coverage, if Consultant's existing policy limits do not satisfy the coverage requirements as set forth above.

Additional Insured Endorsement Example:

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

8. **Professional Service:** Consultant agrees that all services and work performed hereunder will be accomplished in a professional manner.

9. **Compliance with Laws:** Consultant agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Consultant agrees to purchase a City safety inspection certificate or special business license.

10. **Nondiscrimination:** Consultant agrees that all hiring by Consultant of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate

on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

**11. Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

**12. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Consultant may not subcontract or assign Consultant's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement.

**13. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Consultant pursuant to this Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Consultant. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

**14. Liaison:** City's designated liaison with Consultant is Rick Johnson and Consultant's designated liaison with City is Nate Weisenburger.

**15. Applicability:** This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

**16. Binding:** This Agreement and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Consultant respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Consultant shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

17. **Amendments:** Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

IN WITNESS WHEREOF, Consultant and City have caused this Agreement to be executed and intend to be legally bound thereby as of the date set forth below.

CITY OF GREAT FALLS, MONTANA

CONSULTANT – AE2S

By \_\_\_\_\_  
Gregory T. Doyon, City Manager

Date \_\_\_\_\_

By  \_\_\_\_\_

Print Name: R. Nathan Weisenburger

Title: Drinking Water Practice Leader

Date: November 21, 2017

ATTEST:

(Seal of the City)

\_\_\_\_\_  
Lisa Kunz, City Clerk

\* APPROVED AS TO FORM:

By \_\_\_\_\_  
Sara R. Sexe, City Attorney

\* By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

**EXHIBIT A – SCOPE OF SERVICES  
WATER AND SEWER COST OF SERVICE STUDY  
CITY OF GREAT FALLS, MONTANA  
OFFICE FILE: O.F. 1699  
November 21, 2017  
SUBMITTED BY: AE2S**

Advanced Engineering and Environmental Services, Inc. (AE2S) proposes to provide professional engineering services to the City of Great Falls (Owner) for the Water and Sewer Cost of Service Study.

AE2S prepared the following scope for the water and sewer rate study based on a comprehensive review of the City of Great Falls' water and sewer funds and budgets, Water Master Plan, Wastewater Facilities Plan, customer classes, current usage data, future planned growth of the City, and any other information deemed necessary.

The scope of services is to be provided as the prescribed requirements of the accompanying Professional Services Agreement. Descriptions of the proposed tasks to be completed by AE2S are provided below:

**I. FINANCIAL SERVICES PHASE**

**A. Task 1: Project Administration, Data Collection, and Kickoff**

1. Maintaining contact with Owner's staff and internal project staff to ensure your needs are met in a timely manner.
2. Provide information request to Owner and review information received.
3. Hold onsite Kickoff Workshop in conjunction with stakeholder education and outreach with the commission.

Task 1 Fee Estimate: \$15,774

**B. Task 2: Stakeholder Education and Outreach**

1. Draft communications plan for outreach and rate messaging.
2. Coordinate materials and information for use at Commission workshop.
3. Onsite Commission workshop in conjunction with Kickoff workshop.
4. Prepare education materials, talking points, and other outreach documents.
5. Specific large user outreach to discuss process and potential outcomes.

Task 2 Fee Estimate: \$9,942

**C. Task 3: Cost of Service Analysis (COSA)**

1. Review and establish test year budgets and user class for analysis comparison.
2. Develop functionalization, classification, and allocation assumptions for the model.
3. Create customized rate models based on test year budgets and detailed assumptions.
4. Review results and conduct preliminary quality assurance / quality control.
5. Compare results of costs to industry benchmarks.
6. Prepare for and conduct online progress meetings for both water and sewer preliminary results.

Task 3 Fee Estimate: \$23,980

**EXHIBIT A – SCOPE OF SERVICES  
WATER AND SEWER COST OF SERVICE STUDY  
CITY OF GREAT FALLS, MONTANA  
OFFICE FILE: O.F. 1699  
November 21, 2017  
SUBMITTED BY: AE2S**

**D. Task 4: Rate Design**

1. Provide a general review of existing water and sewer rate structures for feedback from Owner.
2. Establish rate design objectives to inform potential changes to rate structures.
3. Assess potential rate structure adjustments based on COSA results.
4. Develop rate structure alternatives and assess sensitivity of potential rate structure modifications.
5. Prepare for and conduct online progress meeting with preliminary rate design results.

Task 4 Fee Estimate: \$7,831

**E. Task 4A: Detailed Connection Fee Evaluation (Optional Scope Addition #1)**

1. Review basis for existing connection fee calculations.
2. Provide a revised cost basis for the existing connection fee using information from both the existing asset base as well as planned capital improvements.
3. Review connection fee and rate design alternatives for incorporation at dedicated workshop with Owner and inclusion into dedicated tech memo.

Task 4A Fee Estimate: \$12,756

**F. Task 4B: System Renewal & Replacement Forecasting (Optional Scope Addition #2)**

1. Construct overall evaluation of existing asset base that includes potential failure rate based on asset classes and age.
2. Based on detailed evaluation, forecast system renewal needs and associated revenue requirements.
3. Develop annual reserve funding recommendations.

Task 4B Fee Estimate: \$12,832

**G. Task 5: Revenue Adequacy Evaluation**

1. Project water and wastewater system revenue requirements and create a customized model for each utility.
2. Prepare for and conduct online progress meeting to review draft revenue adequacy results.
3. Develop up to three revenue adequacy scenarios for each utility based on feedback from the Owner.
4. Prepare for and conduct online progress meeting to review the various scenarios and determine Owner's preferred approach.

Task 5 Fee Estimate: \$19,741



**EXHIBIT A – SCOPE OF SERVICES  
 WATER AND SEWER COST OF SERVICE STUDY  
 CITY OF GREAT FALLS, MONTANA  
 OFFICE FILE: O.F. 1699  
 November 21, 2017  
 SUBMITTED BY: AE2S**

H. Task 5A: Probabilistic Rate Revenue Forecasting (Optional Scope Addition #3)

1. Based on preferred revenue adequacy evaluations, incorporate probabilistic rate revenue forecasting to provide further insights into how the rate scenarios will affect overall revenue generation for the Owner.
2. Incorporate results into revenue adequacy evaluation.

Task 5A Fee Estimate: \$8,440

I. Task 6: Rate Policy and Ordinance Development

1. Provide revisions for consideration by Owner’s legal counsel on both rate policies and ordinances as they relate to water and sewer rates.

Task 6 Fee Estimate: \$3,010

J. Task 7: Study Finalization and Documentation

1. Prepare draft report for Owner’s review
2. Incorporate Owner’s comments into final report detailing the specifics of the overall rate study.
3. Prepare for and conduct online progress meeting in advance of final results presentation to City Commission.
4. Present final results in person to City Commission.

Task 7 Fee Estimate: \$18,007

Fee Summary:

I.	Baseline Project Fee Summary	\$ 98,285
II.	Optional Tasks Summary	
	Task 4A: Detailed Connection Fee Evaluation	\$ 12,756
	Task 4B: System Renewal & Replacement Forecasting	\$ 12,832
	<u>Task 5A: Probabilistic Rate Revenue Forecasting</u>	<u>\$ 8,440</u>
	Optional Task Fee Total	\$ 34,028
	 <u>Financial Services Phase Total</u>	 <u>\$ 132,313</u>
III.	<u>Miscellaneous Services</u>	<u>\$ 5,000</u>
	 Total Estimated Fee/Reimbursement:	 \$ 137,313





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Cobb Strecker Dunphy & Zimmermann		NAMED INSURED Advanced Engineering and Environmental Services Inc 4050 Garden View Dr Ste 200 Grand Forks ND 58201	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.



ZURICH®

# Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that occurs subsequent to the execution of such written contract or written agreement and if

1. The written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under the Insurance Services Office (ISO) ISO CG20 10 10/01 edition or the ISO CG20 37 10/01 edition, then such party is an additional insured only to the extent that "bodily injury" "property damage" or "personal and advertising injury" arises out of "your work", which is the subject of the written contract or written agreement; or
2. The written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under the Insurance Services Office (ISO) CG20 10 07/04 edition, the ISO CG20 10 04/13 edition, the ISO CG20 37 07/04 edition, the ISO CG20 37 04/13 edition, an ISO CG20 10 with no specification of edition date, an ISO CG20 37 with no specification of edition date, or no specific form is required such party is an additional insured only to the extent that "bodily injury" "property damage" or "personal and advertising injury" is caused, in whole or in part by,
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf,
 in the performance of "your work" which is the subject of the written contract or written agreement;

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
3. Does not apply to "bodily injury" or "property damage caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage. If the the minimum time period for providing such coverage in the written contract or

written agreement ends prior to or during the policy period, such coverage would not be available after that minimum time period.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purposes of the coverage provided by this endorsement:**

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

**Primary and Noncontributory insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

**F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the minimum amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

If the minimum amount of insurance required by the written contract or written agreement for General Liability coverage is less than the Limits of Insurance shown in the Declarations but the written contract or written agreement requires umbrella or excess coverage, we will include that requirement in our assessment of the minimum amount of insurance. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.





**Item:** Resolution 10216 Golf Fees

**From:** Park & Recreation Department

**Initiated By:** Park & Recreation Department & Golf Advisory Board

**Presented By:** Steve Herrig, Park and Recreation Director

**Action Requested:** Conduct Public Hearing and Adopt Resolution 10216.

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**Public Hearing:**

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10216, Golf Fees.”

2. Mayor requests a second to the motion, Commission discussion, and the calls for the vote.
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**Staff Recommendation:**

Staff recommends that the City Commission adopt Resolution 10216, Golf Fees. Resolution 10216 would repeal Resolution 10121 and set fees for the 2018 and 2019 golf seasons.

**Background:**

In an effort to maintain current operations, anticipate future demands, and promote the golfing community, fees need to be established that will help offset expenditures relating to operation costs, equipment replacement, capital improvements, and debt associated with the golf courses. Fees have not been increased since January 2016, and therefore, staff recommends the following:

1. Season Pass Fees
  - a. Increase season pass fees 10% in 2018 and 5% in 2019 (excludes junior passes).
  - b. Eliminate single course season passes for Eagle Falls Golf Club (EF) and Anaconda Hills Golf Course (AH) and offer only the joint season pass in 2019.



i. Eagle Falls and Anaconda Hills 2018 season pass holders would be grandfathered in and would not be required to purchase a joint season pass in 2019.

2. Green Fees

- a. No fee increases in 2018
- b. 5% fee increase in 2019 (excludes junior green fees)
- c. Anaconda Hills only - children ages 5-12 play free, including cart seat, with a paying adult.
- d. Reinstate cybercard
  - i. 25% discount on green fees, cart rentals, range balls, and pro shop merchandise (in-stock, regularly priced items).
  - ii. Fee \$85 in 2018, increase to \$90 in 2019. (Note: cost in 2015 was \$65)

3. Driving Range Fees

- a. Small bucket of balls, increase from \$3.00 to \$4.00 for 2018 and to \$5.00 in 2019.
- b. Large bucket of balls, increase from \$5.00 to \$6.00 for 2018 and to \$7.00 in 2019.

4. Cart Rental Fee

- a. Increase annual cart pass fee 10% in 2018, and 5% in 2019.
- b. Cart rental for 9 or 18 holes (per person) remains the same.

5. Tournaments and Group Outings

- a. Eliminate \$5 per person fee

6. No change to trail or cart storage fees.

**Fiscal Impact:**

The increase in fees is projected to bring in an additional \$90,300 in revenue for 2018 and \$49,800 for 2019.

**Alternatives:**

An alternative would be to not increase golf fees.

**Concurrences:**

On October 23, 2017, staff reviewed the proposed fees with members of the Golf Advisory Board. The Golf Board recommended that the City Commission approve the golf fees as presented.

ATTACHMENTS:

- ▢ Resolution 10216
- ▢ Notice to Tribune

**RESOLUTION NO. 10216**  
**A RESOLUTION TO ESTABLISH GOLF FEES FOR**  
**EAGLE FALLS GOLF CLUB AND ANACONDA HILLS GOLF COURSE**

**WHEREAS**, the Park and Recreation Department’s primary focus is to enhance the overall health and livability of our community; and

**WHEREAS**, the Park and Recreation staff, with support from the Golf Advisory Board, have strived to operate quality facilities and programs at affordable prices and promote an extraordinary golfing experience in our community; and

**WHEREAS**, the City Commission adopted Resolution 10121, “A Resolution to Establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course” on November 3, 2015 and said fees have not been adjusted since that time; and

**WHEREAS**, having considered the cost of operation, administration, and maintenance of both golf courses under the responsibility and care of the City of Great Falls Parks and Recreation Department, it is deemed necessary and appropriate to adjust fees associated therewith;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA**, that the fee structure for season passes, trails, greens, cart storage and rental are hereby established as follows:

<b>AH: Anaconda Hills Golf Course</b>		<b>EF: Eagle Falls Golf Club</b>				
<b>SEASON PASS</b>	<b>AH 2018</b>	<b>EF 2018</b>	<b>Joint 2018</b>	<b>AH 2019</b>	<b>EF 2019</b>	<b>Joint 2019</b>
Adult Full Season Pass	565.00	660.00	770.00	595.00*	695.00*	810.00
Adult Restricted Season Pass	435.00	530.00	595.00	460.00*	555.00*	625.00
Junior Full Season Pass	210.00	230.00	255.00	210.00*	230.00*	255.00
Junior Restricted Season Pass	170.00	180.00	190.00	170.00*	180.00*	190.00
<b>TRAIL FEE</b>						
Daily Trail Fee	15.00					
Season Trail Free	300.00					

<b>CART STORAGE FEE</b>								
Storage Cart Gas	265.00							
Storage Cart Electric	300.00							
<b>GREEN FEES</b>								
	<b>AH Weekday 2018</b>	<b>EF Weekday 2018</b>	<b>AH Weekend 2018</b>	<b>EF Weekend 2018</b>	<b>AH Weekday 2019</b>	<b>EF Weekday 2019</b>	<b>AH Weekend 2019</b>	<b>EF Weekend 2019</b>
18 Hole Green Fee	26.00	32.00	30.00	35.00	28.00	34.00	32.00	37.00
9 Hole Green Fee	16.00	19.00	18.00	20.00	17.00	20.00	19.00	21.00
Junior Green Fee (all day)	15.00	17.00	17.00	18.00	15.00	17.00	17.00	18.00

<b>GREEN FEE SPECIALS</b>								
Weekday Swing Time 1:00-4:00	18.00	21.00			19.00	22.00		
Weekend Swing Time noon - on			21.00	25.00			22.00	26.00
Swing Time Cart Rental (per person*)			12.00	12.00			12.00	12.00
<b>CART RENTAL</b>								
	<b>2018</b>	<b>2019</b>						
Cart Rental 9 Hole (per person*)	10.00	10.00						
Cart Rental 18 Hole (per person*)	15.00	15.00						
Annual Cart Pass	790.00	830.00						
<b>CYBER CARD</b>								
	<b>2018</b>	<b>2019</b>						
	85.00	90.00						

\* In 2019 Anaconda Hills Passes and Eagle Falls Passes will only be sold to those grandfathered in from 2018. All new passes will be Joint Passes only.

The Park and Recreation Director or the Director’s designated representative has the option to offer special short term promotions, up to a maximum of a 25% discount, for the purpose of marketing the golf courses, encouraging increased usage and resulting in improved revenue based on the following criteria: 1) During blocks of unused tee times due to weather, holidays, other events in the area, shoulder seasons and other unexpected slow times; and/or 2) Special pricing intended to increase frequency of play.

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA** that Resolution 10121 is hereby repealed.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, this 5th day of December, 2017.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Joseph P. Cik, Assistant City Attorney

Attention Legal Ads

## PUBLIC HEARING NOTICE

Notice is hereby given that Resolution No. 10216 titled "A Resolution to Establish Golf Fees for Eagle Falls Golf Club and Anaconda Hills Golf Course" will be brought before the Great Falls City Commission for public hearing in the Commission Chambers Room 206, Civic Center Building, 2 Park Drive South, Great Falls, Montana, on Tuesday, December 5, 2017, at 7:00 o'clock p.m. Any interested person may appear and speak for or against said Resolution 10216 or submit in writing any comments to the City Clerk prior to or during the Commission Meeting.

/s/ Lisa Kunz  
City Clerk

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DO NOT PUBLISH BELOW THIS LINE:

Publication dates: November 26 and December 3, 2017



**Item:** Resolution 10173, titled, "A Resolution Declaring Certain Property Located at 1425 3rd Avenue Southwest, Lot 3A Block 9, Community Hall 2, Cascade County, Montana, a Nuisance, Order the Nuisance be Abated and Authorize City Staff To Force Abatement if Necessary."

**From:** Craig Raymond, Director, Planning and Community Development

**Initiated By:** Craig Raymond

**Presented By:** Craig Raymond, Director, Planning and Community Development

**Action Requested:** Conduct a public hearing and adopt Resolution 10173 Declaring Certain property located at 1425 3rd Avenue Southwest, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.

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**Public Hearing:**

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10173, Declaring Certain property located at 1425 3rd Avenue Southwest, Lot 3A Block 9, Community Hall 2, Cascade County, Montana, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.”

2. Mayor calls for a second to the motion, Commission discussion, and calls for the vote.
- 
- 

**Staff Recommendation:**

Staff recommends the City Commission adopt Resolution 10173 Declaring Certain property located at 1425 3rd Avenue Southwest, Lot 3A Block 9, Community Hall 2, Cascade County, Montana, a Nuisance, order the Nuisance be abated and authorize City staff to force abatement if necessary.

**Background:**

Beginning in 1981, and continuing through February 2017, the Great Falls Planning and Community Development Department received multiple complaints about the condition of the property located at

1425 3rd Avenue Southwest, Lot 3A Block 9, Community Hall 2, Great Falls, Montana 59404.

Between 1981 and the present, the Department made all efforts to work with Mr. Wayne A. Preston, the property owner. Citations were issued in 1988 for rubbish and non-compliant vehicles, in 1991 for non-compliant vehicles, and in 2007 for a public nuisance. Recently, the Department made several attempts to work with Mr. Preston with telephone calls beginning April 10, 2017. Violation and notice letters were mailed on April 12, 2017, and July 14, 2017, in hopes that City Code violations on the property would be cured. Follow-up inspections were conducted but compliance never occurred. City staff gave extra time to comply due to an unforeseen vehicle accident on the property May 2017.

Based on eight separate inspections conducted from the public right of way between April 7, 2017, and September 25, 2017, numerous violations were shown to exist consistent with the history of complaints. During the inspections, the following conditions were observed on the property:

1. Salvage items throughout the property, front and side yard, back yard, and between the residence and garage;
2. Large mounds of soil and/or dirt;
3. Stacks of concrete blocks/masonry;
4. Stacks of wood;
5. Fence sections and/or pallets;
6. Exercise equipment;
7. Rims/wheels/tires;
8. Miscellaneous metal, metal barrels;
9. Mechanical Saw;
10. Tall grass and weeds; and
11. Numerous unlicensed vehicles on the property in a state of disrepair and illegally parked on the property without the required off-street parking surfacing.

Staff finds that these conditions constitute a Nuisance as defined by the Official Code of the City of Great Falls (OCCGF) 8.49.010. Additionally, many of the above cited conditions constitute OCCGF violations independent of the nuisance as a whole.

A title report was examined by the Department on September 27, 2017. The report revealed that Wayne A. Preston is the sole owner of the property. Pursuant to OCCGF 8.49.040, a notice letter was mailed to Mr. Preston on September 29, 2017 and an Amended Notice of Hearing on November 20, 2017. The letter informed Mr. Preston of this public hearing and the potential consequences of the Commission adopting Resolution 10173. The letter was mailed certified, postage pre-paid, and return receipt requested. A copy of said letter was also attached to the property pursuant to OCCGF 8.49.030.

**Fiscal Impact:**

The total cost of the abatement and clean-up should Mr. Preston fail to comply is unknown at this time. However, the continued presence of these conditions propagates blight and slum, thereby decreasing surrounding property values.

ATTACHMENTS:

- ▣ Resolution 10173
- ▣ Photos of Property

## RESOLUTION 10173

### **A RESOLUTION DECLARING CERTAIN PROPERTY LOCATED AT 1425 3<sup>RD</sup> AVENUE SOUTHWEST, LOT 3A, BLOCK 9, COMMUNITY HALL 2, CASCADE COUNTY, MONTANA, A NUISANCE, ORDER THE NUISANCE BE ABATED AND AUTHORIZE CITY STAFF TO FORCE ABATEMENT IF NECESSARY.**

**WHEREAS**, Wayne A. Preston, (hereinafter “property owner”), owner of the real property and structures located at 1425 3<sup>rd</sup> Avenue Southwest, Lot 3A, Block 9, Community Hall 2, Cascade County, Montana, and within the incorporated boundaries of the City of Great Falls, was given notice pursuant to the Official Code of the City of Great Falls (OCCGF) Section 8.49.040, of a hearing before the City Commission on December 5, 2017, wherein said property owner was informed the City Commission would proceed to hear the testimony of City personnel and the testimony of any other interested party, who may be present, and desire to testify respecting the condition of the property; and

**WHEREAS**, said property owner was informed that the City Commission upon the conclusion of the hearing, would by resolution, declare its findings, and may declare the property to be a nuisance, and direct the owner to physically commence abatement of the nuisance within ten (10) days, and to complete said abatement within thirty (30) days, by having the property repaired, demolished, removed or other appropriate act necessary to cure the nuisance; and

**WHEREAS**, said property owner was informed that failure to abate the nuisance would result in the property being the subject of abatement, or other appropriate act, as the case may be, by the City and the expenses thereof shall remain a lien on the property; and

**WHEREAS**, the City Commission has conducted the hearing on December 5, 2017, regarding the property pursuant to OCCGF Section 8.49.050, hearing the testimony of the City personnel and the testimony of any other interested party, who was present, and desired to testify respecting the condition of the property, the estimated cost of repair, demolition, removal or other appropriate action.

### **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

1. Staff and other interested parties having presented evidence of the condition of the subject property, and having described the condition of the subject property, the City Commission does hereby find the same to be a nuisance pursuant to OCCGF Section 8.49.040, and hereby directs the owner to commence abatement within



ten (10) days of the date of this resolution to the satisfaction of the Great Falls Planning and Community Development Director, pursuant to OCCGF Section 8.49.050.

2. It is further ordered that, abatement, to the satisfaction of the Great Falls Planning and Community Development Director, be completed within thirty (30) days of the date of this resolution, pursuant to OCCGF Section 8.49.050.
3. It is further ordered that, if the owner fails to abate said nuisance as ordered and within the time allowed, the City Staff is directed to take any and all steps necessary to abate the nuisance with all expenses to attach as a lien against the property.
4. This Resolution shall be in effect for a six (6) month period from the date below.
5. City staff shall serve the said property owner with a copy of this resolution by certified mail, postage prepaid, and return receipt requested, as required by Section 8.49.050, OCCGF.

**BE IT FURTHER RESOLVED BY SAID CITY COMMISSION** that this Resolution shall become effective immediately upon its passage and approval.

**PASSED AND ADOPTED** by the City Commission of the City of Great Falls, Montana, on December 5, 2017.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Joseph P. Cik, Assistant City Attorney















**Item:** Public Hearing - Resolution 10213 to annex and Ordinance 3177 to assign a zoning classification of Planned Unit Development (PUD) to the property legally described as Medical Tech Park Minor Subdivision, Lot 4A located in the SW1/4 of the SE1/4 of Section 18, Township 20 North, Range 4 East, P.M.M. Cascade County, Montana; and Preliminary Plat approval to allow a five-lot subdivision for a 124-unit multifamily housing project known as Rockcress Commons.

**From:** Tom Micuda, Deputy Director, Planning and Community Development

**Initiated By:** NeighborWorks Great Falls and GMD Development, Developers

**Presented By:** Craig Raymond, Director, Planning and Community Development

**Action Requested:** City Commission adopt Resolution 10213, adopt Ordinance 3177, approve the Improvement Agreement, the preliminary plat and the Findings of Fact.

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**Public Hearing:**

1. Mayor conducts public hearing, calling three times each for proponents and opponents.
2. Mayor closes public hearing and asks the will of the Commission.

**Suggested Motion:**

Commissioner moves:

I. "I move that the City Commission (adopt/deny) Resolution 10213 to annex Lot 4A, Medical Tech Park Minor Subdivision located in the SW ¼ of the SE ¼ of Section 18, Township 20 North, Range 4 East, P.M.M, Cascade County, MT and the accompanying Findings of Fact."

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

and;

II. " I move that the City Commission (adopt/deny) Ordinance 3177 and the accompanying Findings of Fact."

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

and;

III. " I move that the City Commission (approve/deny) the Preliminary Plat for a tract



of land described as Lot 4A, Medical Tech Park Minor Subdivision located in the SW ¼ of the SE ¼ of Section 18, Township 20 North, Range 4 East, P.M.M, Cascade County, MT, and the accompanying Findings of Fact."

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

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**Staff Recommendation:**

Staff recommends approval of the proposed annexation, establishment of zoning and the preliminary plat of the five lot subdivision for the project known as Rockcress Commons.

At the conclusion of a public hearing held on October 24, 2017, the Zoning Commission recommended the City Commission approve the request to zone the subject property to PUD Planned Unit Development subject to the fulfillment of the following Conditions of Approval:

**Conditions of Approval for Annexation:**

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Survey.** The applicant shall provide a Certificate of Survey of the subject property which shall incorporate corrections of any errors or omissions noted by City Staff, then be filed with the Cascade County Clerk & Recorder's office.
3. **Annexation Improvement Agreement.** The applicant shall abide by the terms and conditions as well as pay all fees and reimbursements specified in the Annexation Improvement Agreement for the Subject Property (see exhibit in the packet). Such Annexation Improvement Agreement must be signed by the applicant and recorded for the Subject Property.
4. **Land Use and Zoning.** Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for a PUD zoning classification.

**Conditions of Approval for Subdivision Plat and Planned Unit Development:**

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Subdivision Plat.** Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
3. **Utilities.** The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval.
4. **Land Use & Zoning.** Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this PUD Planned Unit Development district designation. Final landscaping standards for the project will be determined at the time of a complete

plan submittal in association with Design Review Board review.

**5. Subsequent modifications and additions.** If after establishment of the PUD, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

The notice of public hearing was published in the Great Falls Tribune on October 8, 2017, prior to the Planning Advisory Board/Zoning Commission public hearing.

Ordinance 3177 to assign zoning to the subject property upon City Commission approval was accepted by the City Commission on first reading on November 7, 2017.

Notice of Public Hearing before the City Commission for the annexation, zoning and preliminary plat was published in the Great Falls Tribune on November 19, 2017. To date, Staff has received no inquiries regarding this project.

### **Summary:**

#### **Overall Project Request:**

The applicant has received approval from the State of Montana to utilize federal housing tax credits to construct a 124-unit multifamily housing project targeted at families and individuals earning below 60 percent of area median income. The property selected for development is located in the County's Planning Jurisdiction, but adjoins the City limits in an area known as the Med Tech Park Minor Subdivision. Recently, other lots within this subdivision have been annexed into the City and developed. The most recent example is the Talus Apartments project located at the intersection of 23rd Street South and 21st Avenue South.

The proposed development parcel, 7.972 acres, is part of a much larger 29.4 acre property within the County. As a result, the first step for the applicant was to gain County approval to subdivide the 29.4 tract. The County Commissioners approved this subdivision on October 10, and a copy of the approved County plat is included in the packet material.

The second step in the process before any construction can take place is for the applicant to gain approval for annexation of the 7.972 acres, assignment of City zoning, and another subdivision approval to divide the 7.972 acres. The reason for the additional City subdivision is that the State's approval was to allow two separately owned tax credit projects on the property.

The parcel proposed for development is located at the dead-end of 23rd Street South and along the north side of 24th Avenue South. The property is vacant, used as pasture, and slopes gradually from south to north. On the north side of 24th Avenue South, an asphalt shared use path has previously been constructed and is proposed to be incorporated into the project. The northern portion of the development proposal contains three apartment buildings with smaller footprints as well as a Community Building and outdoor play area (tot lot) for the entire tenant base. The southern portion of the project, a separately funded tax credit arrangement, contains four apartment buildings with larger footprints. Proposed site plans and building renderings are contained in the packet material. The final site plans and building elevations still require consideration by the City's Design Review Board, most likely after the entire annexation, zoning, and subdivision process has been completed. The density of the proposed project is

15.6 units per acre with approximately 53% of developable area set aside for greenspace (landscaping, stormwater control).

Because this project needs to be considered in the larger context of future development of the entire 29.4 acres, City staff has consulted extensively with the applicant about the proposed street network. The public street network for this proposal is patterned after the street network within an area of the County located west of 20th Street South. Although this area of the County has been developed in a rural fashion, the area was originally subdivided for a grid street network. This pattern is continued on the proposed development site. For north-south transportation connectivity, 23rd Street South would be extended from its terminus adjoining Talus Apartments to connect with 24th Avenue South. Additionally, a new street, 22nd Street South would provide a second access for the west side of the project as well as a future access for vacant property to the west. The two tax credit portions of the project will be divided by the construction of 23rd Avenue South. This street provides project access and could be extended to both the east and west if those parcels develop.

**Background:**

**Annexation Request:**

Because the property is contiguous to the City limits on the south side of the City's jurisdiction, it is eligible for annexation consideration. Additionally, the developer is proposing the connection and extension of City utilities as well as public streets constructed to meet City standards. Since design plans are conceptual and still require a full submittal and review, it has not yet been determined whether the proposed streets and utilities will meet all City standards. This compliance must be verified in time for the City Commission public hearing scheduled for December 5 to consider the proposed annexation. All of the proposed annexation commitments are noted in a draft Annexation Improvement Agreement contained in this packet. This agreement must be signed under the same time frame as the more detailed assessment of design plans. Findings in support of the annexation request are provided in the packet material.

**Planned Unit Development Request:**

Originally, the applicant was seeking a multifamily zoning designation for the property such as R-5 or R-6. Staff advised that a PUD zoning designation be proposed for two reasons: 1) The density of the proposal (15.6 units per acre) was substantially less than would be allowed under a standard multifamily zoning district, and 2) The R-5 and R-6 zoning districts allow some land uses such as manufactured housing, retirement homes, churches, day care centers, etc. that are not consistent with the proposal and could concern adjacent land owners.

The applicants have provided a table to the City outlining the proposed standards of the PUD. This includes restriction on land uses, a lower allowed density, lower building heights, and some variations in setbacks to account for the fact that project parking areas are actually located on separate parcels than building sites. All of the proposed development standards in the PUD are acceptable to Planning staff with the exception of the landscaping proposal. Because the design of the project is very conceptual and doesn't yet factor in site grading, stormwater, and utility placement, staff recommends that the applicant's submittal for landscaping be deferred until the Design Review Board stage. This is noted as a potential Condition of Approval. The applicant has requested that the landscaping requirements be customized to require less interior landscaping and fewer shrubs.

The basis for decision on Planned Unit Development request is listed in OCCGF §17.16.29.050. The recommendation of the Planning Advisory Board/Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Basis – Zoning Map

Amendment. Findings are included in the packet material.

**Preliminary Plat Request:**

Because of the unique ownership requirements associated with the approved tax credit petition, each tax credit section is required to be held in different ownership groups. Additionally, the tax credit structure for the housing portion south of the 23rd Avenue South requires four lots – two for just the residential structures and two for just the parking areas. While this is quite unusual, the issue has been covered by allowing parking lots to be a considered a permitted use under the PUD proposal. Typically, parking lots would only be permitted as sole uses of property in non-residential zoning districts. The proposed preliminary plat will need to be converted into a final plat showing all required utility and stormwater drainage easements. Additionally, a financial guarantee for all public improvements is required at the final plat stage.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, Planning Board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608 (3) MCA, which are attached as Findings of Fact – Subdivision.

**Improvements:**

Sidewalks and Boulevards: Boulevard style sidewalks and trees will be installed along all public streets bordering the development site. The exception would be that only boulevard trees will be installed on the north side of 24th Avenue South because of the current shared use path that was previously installed. Staff notes that additional sidewalk/ADA connections need to be added to the submitted plan at several intersection locations.

Parking: The applicant is proposing surface parking lots to comply with the multifamily parking requirements outlined in the Land Development Code. Although parking will be located on separate lots for the southern portion of the development, the number of parking spaces complies with the requirement of 1.5 spaces per dwelling unit. Parallel on-street parking to accommodate potential visitors will be incorporated into the internal street system.

Utilities: The developer is responsible for the installation of all public utilities in order to serve the proposed subdivision as well as plan for the potential development needs of the larger adjoining area. The on-site improvements required for development of the subject property shall be installed as shown on the final construction plans that will be submitted and approved by the Public Works Department. Anticipated utility services include the following:

- Looped and over-sized water main installation to accommodate domestic water service, fire flows, and adjoining property development needs. Water pressures for existing users north of the project site are lower than desired; and

- Installation of sewer main service on 23rd Street South and 23rd Avenue South that will connect to an existing sewer main to the north and stub potential service for further development to the west.

Discussions regarding the specific details of utility service are continuing between the applicant's consultant and the City prior to the submittal of 100% engineered plans.

**Stormwater Management:** The applicant has been informed that there are existing limitations present in the City's downstream stormwater infrastructure that will likely affect the applicant's final plan for both the conveyance and storage of stormwater. As a result, Engineering staff has already indicated that the stormwater detention standard for the project will need to be a little higher than typical. Additionally, the current plan detains and conveys stormwater runoff from the property to an existing 15-inch diameter pipe at 23rd Street South. Because of concern about downstream storage, some stormwater may need to be diverted to the west rather conveyed to the northeast. The current proposal shows multiple potential areas for detaining and cleansing stormwater to meet City standards.

**Other Infrastructure Issues:**

**Bus Shelter:** The applicant has provided a potential transit shelter facility for the project. During conversations with Great Falls Transit, it was indicated that this project would not be immediately served due to its distance from the current route in the area. This issue will still need to be finalized as plans are refined.

**Proposed Narrowing of 23rd Avenue South:** On either side of parking lot access drives on the proposed 23rd Avenue South extension, the applicants have narrowed the street width by removing on-street parking. The logic is very straightforward – both the tot lot and community building are on the north side of the street. The applicants understand that this would be a logical location for a possible mid-block pedestrian crossing. This proposal still requires additional discussion to address issues like signage, ADA accessibility, pavement markings, etc.

**Neighborhood Council Input:**

The subject property is located in Neighborhood Council #5. The developer has presented information about this project on multiple occasions, and the Council voted in favor of the project.

**Fiscal Impact:**

The cost of constructing infrastructure improvements will be borne by the Owner. The City Public Works Department would reimburse the owner for any over-sizing of utility mains. This will be required for water main service. All fiscal responsibilities between owners, the City, and even adjoining property owners will be explicitly spelled out in the Annexation Improvement Agreement.

**Alternatives:**

If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute.

**Concurrences:**

Representatives from the City's Public Works, Police, and Fire Departments have been involved throughout the review and approval process for this project, and will continue throughout the permit approval process. As noted earlier, there is a significant amount of engineering design work that must be completed and approved by Public Works staff prior to the finalization of the Annexation Improvement Agreement and approval the developer's financial guarantee for all public improvements.

ATTACHMENTS:

- ▢ Resolution 10213
- ▢ Aerial Map Attachment A for 10213
- ▢ Findings of Fact - Annexation
- ▢ Amended Plat Approved by County
- ▢ Ordinance 3177
  
- ▢ Ordinance 3177 Attachment A
- ▢ Findings of Fact - Zoning Map Amendment
- ▢ Vicinity Map
- ▢ Narrative
- ▢ Site Plan
- ▢ Building Elevations
- ▢ Renderings
- ▢ Draft Preliminary Plat Pg 1
- ▢ Draft Preliminary Plat Pg 2
- ▢ Findings of Fact - Subdivision
- ▢ Improvement Agreement Rockcross

**RESOLUTION 10213**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF THE CITY OF GREAT FALLS TO INCLUDE LOT 4A, MEDICAL TECH PARK MINOR SUBDIVISION, LOCATED IN THE SW1/4 SE1/4, SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, PMM, CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED.**

\* \* \* \* \*

**WHEREAS**, the City of Great Falls is a city incorporated under the laws of the State of Montana, and having a population of more than ten thousand (10,000) is a city of the first class; and

**WHEREAS**, there is contiguous to said City, but without the boundaries thereof, a certain tract of land situated in the County of Cascade, State of Montana, and described as follows:

Lot 4A, Medical Tech Park Minor Subdivision located in the SW 1/4 SE 1/4, Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana;

all as shown on the map attached hereto marked Attachment "A", and by this reference made a part hereof; and

**WHEREAS**, Section 7-2-4601, Montana Code Annotated, provides that whenever the owners of real property contiguous to any incorporated city of the first class petition to have said property made a part of the municipal corporation, such lands may be embraced within the corporate limits thereof and the boundaries of such city of the first class extended so as to include the same; and

**WHEREAS**, the owners of the hereinabove described property have submitted a petition to have the subject property annexed to the City of Great Falls; and

**WHEREAS**, the City Commission finds that it is to the best interest of the City of Great Falls and its inhabitants to proceed with the incorporation of said territory into the City of Great Falls; and

**WHEREAS**, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46, Annexation by Petition, and all conditions, acts, and actions required to be performed precedent to and in the passage and adoption of this resolution have been properly and legally done, and performed.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the boundaries of the City of Great Falls, Montana, be, and the same are hereby extended so as to embrace and include within the corporate limits of said city, all of the land hereinabove described, included as: “Lot 4A, Medical Tech Park Minor Subdivision located in the SW 1/4 SE 1/4, Section 18, Township 20 North, Range 4 East, PMM, Cascade County, Montana,” as shown on attached Attachment “A.”

**BE IT FURTHER RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate boundaries of the City of Great Falls, Montana, to include said tract of land; and

That this Resolution shall become effective from and after the date of the filing of said document in the office of the Cascade County Clerk and Recorder.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 5th day of December, 2017.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)



APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

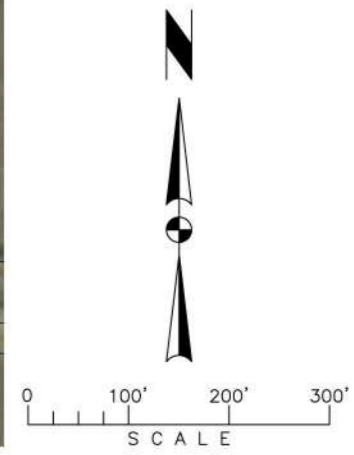
REV	DATE	REVISION



DRAWN BY: JCC  
DESIGNED BY: JCC  
QUALITY CHECK: JCC  
DATE: 07.26.2017  
JOB NO. 16-187  
FIELDBOOK

**ROCKCRESS COMMONS (MEDICAL TECH PARK LOT 4A)**  
**GREAT FALLS, MONTANA**  
**AERIAL IMAGE**

# Attachment "A"



## FINDINGS OF FACT – ANNEXATION

### PRIMARY REVIEW CRITERIA:

The basis for decision on annexation is listed in Official Code of the City of Great Falls §17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of City Commission shall at a minimum consider the following criteria:

**1. The subject property is contiguous to the existing City limits.**

The property is contiguous to existing City limits. There is annexed property on the north side of the parcel in the Med Tech Subdivision.

**2. The proposed annexation is consistent with the City's growth policy.**

The proposed project is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The annexation is supported by the following Goals:

Soc 1.4.1 – Work with the private sector and non-profits to increase housing opportunities in the City.

Soc 1.4.12 – When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.

Phy 4.1.1 – Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.

Phy4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.

Phy4.3.2 – Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

Phy4.7.6 – Encourage new development in areas contiguous to existing development in the City, where capacity exists or can be planned for.

**3. The proposed annexation is consistent with applicable neighborhood plans, if any.**

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #5. The Owner presented information to Council #5, and the Council voted in favor of the project.

**4. The proposed annexation is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.**

The subject property does not lie within any adopted plans or sub-area plans, except for the Great Falls Area Long Range Transportation Plan. This project is consistent with the goals and purpose of the Plan through the extension of 23<sup>rd</sup> Street South.

**5. The City has, or will have, the capacity to provide public services to the subject property.**

At this point, providing water and sewer services to meet City standards looks to be feasible. This will likely involve over-sizing and looping of water main service. As noted

in the agenda report, the final stormwater design must take into account that the project's runoff as well as the runoff for other projects within the drainage area do not exceed the downstream capacity of the system north of the project. Additionally, while the applicant will be addressing fire protection through sprinkled buildings, installation of new hydrants, sizing water lines for fire flows, and an emergency access drive off 23<sup>rd</sup> Street South, the Fire Department has indicated to staff that the project's location is outside of the 4-minute response time zone for Station #3. The subject property is proposed to be public right-of-way which will aid the city to provide public services to the proposed subdivision on the property annexed to the north.

**6. The subject property has been or will be improved to City standards.**

As noted in Criterion #5, all roadway, utility, and stormwater infrastructure will be required to meet City standards.

**7. The owner(s) of the subject property will bear all of the cost of improving the property to City standards and or/ the owner(s) has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, any necessary improvement.**

An Improvement Agreement has been drafted outlining the responsibilities and proportionate shares of costs for the various improvements to bring the subject property to City standards. This Agreement has been attached for reference.

**8. The subject property has been or will be surveyed and officially recorded with the County Clerk and Recorder.**

The subject property has been subdivided from the larger 29.4 acre tract through the County process. The specific tract to be developed will be further subdivided and officially recorded.

**9. The City will provide both water and sewer service to each of the uses in the subject property that may require potable water and waste water treatment and disposal.**

Public improvements for City water and City sewer services have been addressed in the attached Improvement Agreement and will be installed in the proposed right-of-way.

**10. The subject property is not located in an area the City Commission has designated as unsuitable for annexation.**

The subject property is not located in an area the City Commission has designated as unsuitable for annexation.

**11. The subject property is not located in another city or town. (See: 7-2-4608 (1), MCA)**

The subject property is not located in another city or town.

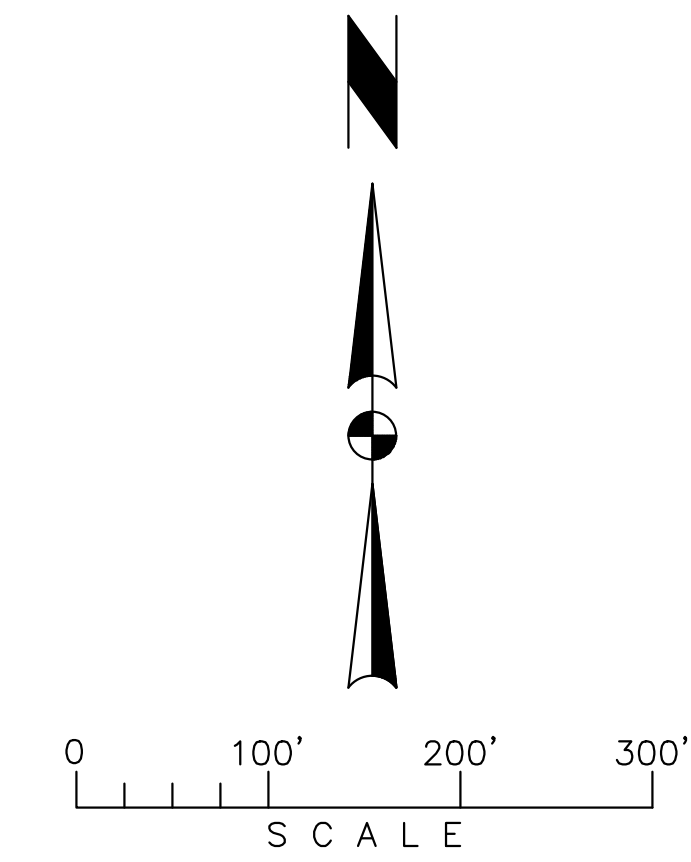
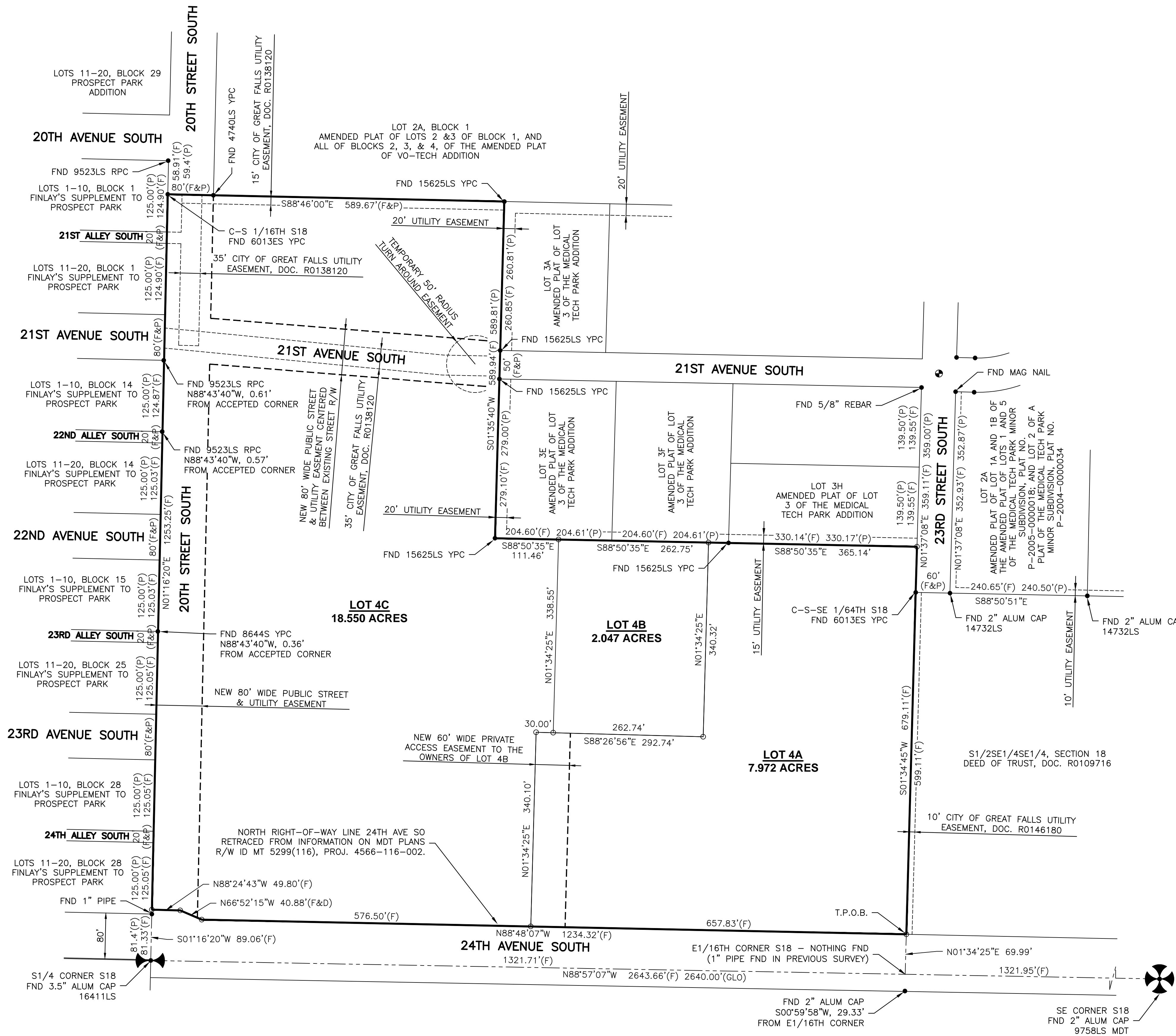
**12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto. (See: 7-2-4608 (2), MCA)**

The subject property is not used for the uses listed above. It is vacant pasture land.

# AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION

A TRACT OF LAND LOCATED IN THE SW1/4SE1/4 OF SECTION 18, T20N, R4E, P.M.M., CASCADE COUNTY, MONTANA

LANDOWNERS: JOHN H. SHEFFELS  
STEPHEN J. SPENCER, BRUCE SPENCER, & RODERICK R. SPENCER, TRUSTEES OF THE SPENCER TRUST  
ROBERT W. DEAN, TRUSTEE OF THE ROBERT W. DEAN REVOCABLE LIVING TRUST



### LEGEND

- SECTION CORNER - FOUND
- QUARTER CORNER - FOUND
- FND PROPERTY PIN - AS NOTED
- SET PROPERTY PIN - 18"x5/8" REBAR/YPC 15625LS
- SUBDIVISION BOUNDARY
- SECTION LINE
- EXISTING EASEMENT BY PLAT OR DOC.
- NEW EASEMENT THIS PLAT
- LOT LINE
- (F) FOUND/FIELD MEASUREMENT
- (P) PLAT RECORD DISTANCE
- (D) DEED RECORD DISTANCE
- (GLO) GLO RECORD DISTANCE

AREA OF LOTS = 28.569 ACRES  
AREA OF PARK = 0 ACRES  
AREA OF DEDICATED ROADS = 0 ACRES  
TOTAL SUBDIVISION AREA = 28.569 ACRES

SHEET 1 OF 2

BASIS OF BEARING: MONTANA STATE PLANE COORDINATE SYSTEM, ESTABLISHED WITH SURVEY QUALITY GPS  
PURPOSE OF SURVEY: TO CREATE 3 LOTS FROM LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION

	DRAWN BY: DRK	DATE: 10-6-17	QUALITY CHECK: X
	SURVEYED BY: KVF	JOB NO. 16-187	FIELDBOOK X
GREAT FALLS-BOZEMAN-KALISPELL-SHELBY SPOKANE LEWISTON WATFORD CITY			MONTANA WASHINGTON IDAHO NORTH DAKOTA

# AN AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION

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LANDOWNERS: JOHN H. SHEFFELS  
STEPHEN J. SPENCER, BRUCE SPENCER, & RODERICK R. SPENCER, TRUSTEES OF THE SPENCER TRUST  
ROBERT W. DEAN, TRUSTEE OF THE ROBERT W. DEAN REVOCABLE LIVING TRUST

CERTIFICATE OF OWNERSHIP

I(we), the undersigned property owner(s), do hereby certify that I(we) have caused to surveyed, subdivided, and platted into lots and easements, the following described tract of land in Cascade County, Montana, to-wit:  
A tract of land being Lot 4 of the Medical Tech Park Minor Subdivision, located in the SW1/4SE1/4 of Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and being more particularly described as follows:

Beginning at the Southeast corner of said Section 18; thence North 88°57'07" West along the Southerly line of said Section 18, a distance of 1321.95 feet to the East Sixteenth corner of said Section 18; thence North 01°34'25" East along the East Sixteenth line of said Section 18, a distance of 69.99 feet to the True Point of Beginning, being the Southeast corner of said Lot 4 and a point on the Northerly right-of-way line of 24th Avenue South; thence North 88°48'07" West along said Northerly right-of-way line, a distance of 1234.32 feet; thence North 66°52'15" West along said Northerly right-of-way line, a distance of 40.88 feet; thence North 88°24'43" West along said Northerly right-of-way line, a distance of 49.80 feet to a point on the Easterly boundary line of Finley's Supplement to Prospect Park; thence North 01°16'20" East along said Easterly boundary line, a distance of 1253.25 feet to the Northwest corner of said Lot 4; thence South 88°46'00" East along the Northerly line of said Lot 4, a distance of 589.67 feet; thence South 01°35'40" West along said Northerly line, a distance of 589.94 feet; thence South 88°50'35" East along said Northerly line, a distance of 739.35 feet to the Northeast corner of said Lot 4 and being a point on the Westerly right-of-way line of 23rd Street South; thence South 01°34'45" West along said Westerly right-of-way line and the Easterly line of said Lot 4, a distance of 679.11 feet to the True Point of Beginning and containing 28.569 acres, along with and subject to any existing easements.

The above described tract of land is to be known and designated as the Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision, Cascade County, Montana.

CERTIFICATE OF EXCLUSION

Lots 4A, 4B, and 4C shown hereon are exempt from subdivision review by the Montana Department of Environmental Quality, pursuant to 17.36.605(2)(a) ARM, stating "(2) The reviewing authority may exclude the following parcels created by divisions of land from review under Title 76, chapter 4, part 1, MCA, unless the exclusion is used to evade the provisions of that part: (a) a parcel that has no facilities for water supply, wastewater disposal, storm drainage, or solid waste disposal, if no new facilities will be constructed on the parcel".

UTILITY EASEMENTS PER THIS PLAT

The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "utility easement" to have and hold forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
JOHN H. SHEFFELS

State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, John H. Sheffels, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana (Notarial Seal)  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
ROBERT W. DEAN REVOCABLE LIVING TRUST  
By: Robert W. Dean, Trustee

State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Robert W. Dean, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana (Notarial Seal)  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
THE SPENCER TRUST  
By: Stephen J. Spencer, Trustee

State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Stephen J. Spencer, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana (Notarial Seal)  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
THE SPENCER TRUST  
By: Bruce Spencer, Trustee

State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Bruce Spencer, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana (Notarial Seal)  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
THE SPENCER TRUST  
By: Roderick R. Spencer, Trustee

State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Roderick R. Spencer, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana (Notarial Seal)  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND

I, the undersigned, Chairperson of the Board of County Commissioners of Cascade County, do hereby certify that the following order was made by the Cascade County Commissioners of Cascade County at a meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and entered into the proceedings of said Body to wit: "Inasmuch as the dedication of park land within the platted area of An Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision is undesirable for the reasons set forth in the minutes of this meeting, it is hereby ordered by the Cascade County Commissioners that land dedicated for park purposes be waived and that cash in lieu of park with the provisions of Title 76, Chapter 3, MCA"

\_\_\_\_\_  
Chairperson, Board of County Commissioners  
Attest: \_\_\_\_\_  
Clerk and Recorder

CERTIFICATE OF PLANNING BOARD

We, the undersigned, Chairperson and Planning Director of the Cascade County Planning Board, Cascade County, Montana, do hereby certify that this accompanying Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision to Cascade County, Montana, has been submitted to the said Planning Board for examination by them, and was found by them to conform to the law, and was approved at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Chairperson, Cascade County Planning Board  
\_\_\_\_\_  
Planning Director, Cascade County Planning Board

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I Jim Rearden, Public Works Director of the City of Great Falls, Cascade County, Montana do hereby certify that I have examined the accompanying Plat and the survey it represents and I found that the same conforms to the regulations governing the platting of lands and to presently platted adjacent land, as near as circumstances will permit and I hereby approve the same. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Public Works Director, City of Great Falls, Montana

CERTIFICATE OF COUNTY TREASURER

I, Jamie Bailey, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying Certificate of Survey and find that taxes are not delinquent.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2017

\_\_\_\_\_  
County Treasurer, Cascade County, Montana

CERTIFICATE OF COUNTY COMMISSIONERS

I, the undersigned, Chairperson of the Board of County Commissioners of Cascade County do hereby certify that the accompanying An Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision to Cascade County, Montana, has been submitted to the Board of County Commissioners of Cascade County, Montana, for examination and has been found by them to conform to the law, and was approved by them at their regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Chairperson, Board of County Commissioners  
Attest: \_\_\_\_\_  
Clerk and Recorder

STATEMENT OF RSID PROTEST WAIVER

Take notice all prospective purchasers of land in this subdivision, that for the owner of each and every lot in this subdivision, an agreement carries to forever waive, release, and remise the right to protest, as defined by Mont. Code Ann. §§ 7-12-2109 through 7-12-2112 (2015), and further hereby assents, to any creation or extension of a rural improvement district, as defined by Title 7, Chapter 12, Part 21, Mont. Code Ann. (2015), which may touch and concern any or all of the lots in this subdivision and which may hereafter be proposed for the paving or other improvement of the certain county roads, and/or any other road that may provide access to the lots in this subdivision, as deemed by the Board of Cascade County Commissioners, as presently located in Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana. This assent and waiver shall touch, concern, benefit, and burden each and every lot in this subdivision and shall run with the land and be binding upon any and all grantees, transferees, successors, and assigns of each and every such lot. This waiver will expire 20 years after the date the final plat is filed with Cascade County.

\_\_\_\_\_  
Chairperson, Board of County Commissioners  
\_\_\_\_\_  
John H. Sheffels  
\_\_\_\_\_  
Robert W. Dean, Trustee  
\_\_\_\_\_  
Stephen J. Spencer, Trustee  
\_\_\_\_\_  
Bruce Spencer, Trustee  
\_\_\_\_\_  
Roderick R. Spencer, Trustee

NOTICE OF AGRICULTURAL ACTIVITIES

Take notice all prospective purchasers of land in this subdivision, that this subdivision is in the vicinity of existing agricultural activities which may affect a purchaser's use and/or enjoyment of his/her property.

STATEMENT OF LIMITED PUBLIC SERVICES

Certain public services such as, but not limited to, school busing, snow plowing, and road maintenance, may not be provided by Cascade County.

STATEMENT OF UTILITY WITHIN DEDICATED RIGHT OF WAY

Pursuant to Section 10-9(7) of the Cascade County Subdivision Regulations: When a utility is to be located in an existing, dedicated right-of-way, a notice of utility occupancy must be obtained from the Cascade County Commissioners, or local, or state highway department.

STATEMENT OF ARCHAEOLOGICAL, HISTORIC OR PALEONTOLOGY SITES

If any archaeological, historic or paleontology sites are discovered during road, utility or building construction, all work shall cease and the State Historic Preservation Office shall be contacted to determine if the find constitutes a cultural resource and if any mitigation or duration is appropriate.

STATEMENT ON RESTRICTING DEVELOPMENT

It is acknowledged public authorities may not issue any permits for building related activity/development on lots 4A, 4B, and 4C as described herein or consider any amended plat further subdividing said lots until parcels are: 1) provided with adequate fire cistern requirements approved by the Fire Protection Authority having jurisdiction for the parcels remaining in the county, 2) provided with legal and physical access thru internal roads, or 3) annexation of the lot to the City of Great Falls occurs.

CERTIFICATE OF SURVEYOR

I, the undersigned, Daniel R. Kenczka, Professional Land Surveyor, Montana registration No. 15625LS, do hereby certify that I supervised this survey and platted same as shown on the accompanying plat, and as described in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-614, M.C.A., and Cascade County.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
Daniel R. Kenczka, Montana Reg. No. 15625LS



**ORDINANCE 3177**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT TO THE PROPERTY LEGALLY DESCRIBED AS: MEDICAL TECH PARK MINOR SUBDIVISION LOT 4A LOCATED IN THE SW1/4 OF THE SE1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M. CASCADE COUNTY, MONTANA**

\* \* \* \* \*

**WHEREAS**, the property owners, NeighborWorks Great Falls and GMD Development has petitioned the City of Great Falls to annex the subject property, consisting of ±7.972 acres, as legally described above; and,

**WHEREAS**, NeighborWorks Great Falls and GMD Development have petitioned said property to be assigned a City zoning classification of PUD Planned Unit Development district, upon annexation to the City; and,

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on October 24, 2017, to consider said zoning request and at the conclusion of said hearing, passed a motion recommending the City Commission zone the property legally described as Medical Tech Park Minor Subdivision, Lot 4A located in the SW ¼ of the SE ¼ of Section 18, Township 20 North, Range 4 East, P.M.M, City of Great Falls, Cascade County, Montana to Planned Unit Development (PUD); and,

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 5th day of December, 2017, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.29.050, and that the said rezoning designation be made.



**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

Section 1. It is determined that the herein requested zoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.29.050 of the OCCGF.

Section 2. That the property legally described as: Medical Tech Park Minor Subdivision, Lot 4A located in the SW ¼ of the SE ¼ of Section 18, Township 20 North, Range 4 East, P.M.M, Cascade County, Montana, be designated as PUD Planned Unit Development district, subject to the setbacks, and other development standards attached hereto as Attachment A, and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. Except for the development standards in Attachment A, where the OCCGF regulations apply to a specific zoning district, the R-6 Multi-family high density district regulations shall apply to the properties within the PUD.

Section 4. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading November 7, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 5, 2017.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

---

Joseph Cik, Assistant City Attorney

State of Montana    )  
County of Cascade  : ss  
City of Great Falls )

I, Darcy Dea, Deputy City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3177 on the Great Falls Civic Center posting board and the Great Falls City website.

---

Darcy Dea, Deputy City Clerk

(CITY SEAL)

Attachment A

PUD Zoning Standards	
Standard	Proposed PUD
List of Uses	
Principle Uses - Allowable uses within the district	Residence- multi-family, recreational trail, park, parking lot, family day care home, community center, and community garden
Conditional Uses	None
Accessory Uses	Fences, Carports, Garage (private), Home Occupation, Windpowered electricity systems, solar panels
Temporary Uses	Garage Sales, on-site construction office, onsite real estate sales/leasing office
Development Standards	
Residential density	1500 sq. feet of lot area per dwelling unit
Minimum lot size for newly created lots	7,500 sq. feet
Minimum lot width for newly created lots	50 feet
Lot proportion for newly created lots (maximum depth to width)	2.5:1
Maximum building height of principal building	45 feet
Maximum building height of other accessory buildings	12 feet
Minimum front yard setback	15 feet
Minimum side yard setback	5 feet- Side and rear yards for parking may be allowed to be zero feet when coordinated parking arrangements between adjacent properties is provided.
Minimum rear yard setback	15 feet- Side and rear yards for parking may be allowed to be zero feet when coordinated parking arrangements between adjacent properties is provided.
Maximum lot coverage of principal and accessory buildings	Corner lot: 70% Other types: 60%

For items not specifically listed within the Rockcross Commons PUD development standards, the Great Falls Land Development Code shall apply.

## BASIS OF DECISION – PLANNED UNIT DEVELOPMENT

### PRIMARY REVIEW CRITERIA:

The basis for decision on planned unit developments is listed in Official Code of the City of Great Falls § 17.16.29.050 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

#### **1. The development project is consistent with the City's Growth Policy;**

The PUD is consistent with the policies and objectives of the Great Falls Growth Plan, including Growth Policy *Soc1.4 Housing - Encourage a diverse, safe and affordable supply of housing in Great Falls*. This project further supports the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) encourage a safe, adequate and diverse supply of housing and fair housing opportunities in the City; and 2) develop new and diverse housing supply throughout the City, including single-family residential, multi-family, and housing for those with special needs.

Additional supportive Policies that this project is consistent with include: Social - Housing

Soc1.4.2 - Expand the supply of residential opportunities including single family homes, apartments, manufactured homes and assisted living facilities.

Soc1.4.3 - Encourage, promote and support adequate and affordable home ownership in the City.

Soc1.4.6 - Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.

Physical - Land Use Phy 4.1.3 - Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.

The project also falls within the Great Falls Medical District. The PUD is consistent with the district's master plan initiatives, including "...to develop housing project, with particular attention to affordable housing...to meet the needs of workers and residents that choose to live proximate to the Medical District". This PUD project provides for enhanced opportunities for affordable residences within close proximity to employment centers.

#### **2. The development project is consistent with applicable neighborhood plans, if any;**

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #5. The Owner presented information to Council #5 on September 14, 2017, and the Council voted in favor of the project.

#### **3. The establishment, maintenance, or operation of the development project will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare;**

Any development within the City limits requires a review of how the development will impact the public health, safety and welfare. It is not anticipated that the proposed PUD will have any

negative impact. Public health issues will be addressed through the provision of City utilities. Public safety will be addressed through excellent street connectivity and a network of pedestrian facilities including the existing shared use path on 24<sup>th</sup> Avenue South. As noted in other findings, public safety for fire protection is not ideal due to the project's location outside the 4-minute service area for Fire Station #3. In response, the buildings will be sprinkled and emergency service access will be added for complete building access.

**4. The development project will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;**

The proposed PUD will not injure usage of adjoining property. The PUD only adjoins developed property on the north side. The density of project is less than the nearby Talus Apartments project.

**5. The development project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;**

The proposed PUD is consistent in terms of land use with Talus apartments. Street and utility infrastructure have been proposed with consideration of the potential development possibilities of surrounding properties.

**6. The proposed design of the building and other structures are compatible with the desired character of the neighborhood;**

Because of the lack of developed property nearby, there is not any established neighborhood context to govern the design of buildings and structures.

**7. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;**

As noted in the agenda report and other findings, looped and over-sized water service will likely be provided to take other property development needs into account. The street system has also been designed to provide maximum connectivity to adjoining parcels. Drainage designs will need to be carefully developed to ensure that downstream drainage system capacity will be protected.

**8. Adequate measures have been or will be taken to provide ingress and egress so as to minimize traffic congestion in the public streets;**

The development is incorporating multiple public streets and points of access to minimize congestion on existing public streets. 24<sup>th</sup> Avenue South has the capacity to absorb the new vehicle trips that would be generated by this project.



## 2.0 Purpose and Intent

The Rockcross Commons PUD application proposes to develop a quality affordable housing project by creating a cluster of multi-family apartments all connected by open space, sidewalks, streets, and a central community building. The multi-family (124 unit) housing project by NeighborWorks Great Falls and GMD Development will serve the housing needs of Great Fall community members. The subject property is located at the northwest corner of 24<sup>th</sup> Avenue South and 23<sup>rd</sup> Street South property on the south side of Great Falls and is approximately 7.97 acres. The current land use is vacant/undeveloped and the proposed land use is multi-family. The property is zoned County Urban Residential. The proposed zoning is PUD (see attached Rockcross Commons PUD development standards).

Rockcross Commons affordable housing project intent is to assist in accomplishing the policies and objectives of the Great Falls Growth Plan, including Great Falls Growth Policy *Soc1.4 Housing - Encourage a diverse, safe and affordable supply of housing in Great Falls*. This project further supports the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) encourage a safe, adequate and diverse supply of housing and fair housing opportunities in the City; and 2) develop new and diverse housing supply throughout the City, including single-family residential, multi-family, and housing for those with special needs. Additional supportive Policies that this project is consistent with include: Social - Housing Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes and assisted living facilities. Soc1.4.3 Encourage, promote and support adequate and affordable home ownership in the City. Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work. Physical - Land Use Phy 4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.

The project also falls within the Great Falls Medical District. Rockcross Commons project is consistent with the district's master plan initiatives, including "...to develop housing project, with particular attention to affordable housing...to meet the needs of workers and residents that choose to live proximate to the Medical District". This PUD project provides for enhanced opportunities for affordable residences within close proximity to employment centers.

The Rockcross Commons project calls for 124-unit housing apartment complex targeted at families and individuals earning below 60 percent of the area median income. Project development cost will be funded in part by federal housing tax credits. Rockcross Common's apartments meet area housing needs and priorities, and addresses area market concerns, illustrated by elements such as waiting lists, vacancy rate and type of housing required. This is demonstrated by historically low vacancy rates in Great Falls, and also supported by the community input received and the market study.

The demand for affordable housing continues to grow. Economic development in the City of Great Falls has been hindered due to the lack of safe, decent and affordable housing. Malmstrom Airforce base continues to struggle to find housing for new personnel.

Below is a summary of the results of the Market Study completed, by Property Dynamics, Mill Creek, Washington, in September of 2016.

- The Great Falls rental market is strong, with very low vacancy and quick turnover of available units. Rent levels have traditionally been modest without rapid escalation, but in the past year, rents levels have climbed roughly 5% at some properties.

- Only 11% of renters live in units built since 1990, while 78% live in units older than 1980. A full 20% of rental units were built prior to 1940. There is pent-up demand for modern units in the market, and well-designed new properties should be able to out-compete many older properties, even while charging a premium.
- The amount of pent up and new demand together is sufficient to absorb new units in the development pipeline, as well as the subject property. The Talus Apartments, while large at 216 units, should be completed and absorbed before the subject property is introduced. The Talus Apartments have proven market strength and rents as high as \$1.79 per square foot.
- There will be a projected addition of nearly 400 new renter households to the Primary Market Area (City of Great Falls) over the next 5 years.

Per the Market Study the Great Falls rental market, the vacancy rate at Great Falls' 1.2% for both conventional and tax credit communities, with waiting lists at multiple properties. The number of new units needed is 331. Proposed rents at Rockcross Commons are 13-33% below market rents.

The City of Great Falls 2015-2019 Consolidate Plan (folder "Community Revitalization Plan") has ranked the creation of affordable housing as a top goal and indicates that 38.7% of renters are cost burdened and paying over 30% on housing.

Great Falls Development Authority - June 2016 meeting – Consensus amongst the major employers is "having difficulty recruiting all types of workers...Great Falls needs more good quality rental housing at affordable rates so newly recruited workers have homes".

Mayor Bob Kelly – August 2016 - "Great Falls needs to continue developing affordable quality housing options to match our current growth and longer term potential. If we can't house them, we can't hire them."

Rockcross received numerous letters of support from the major employers in and around Great Falls. Recruiting quality staff is difficult because they cannot find affordable housing. A recruit will come to Great Falls and research the housing market only to not be able to find something that is decent, safe and affordable. Most times the recruit will turn down the job because of the lack of housing. The data certainly supports the need. Unfortunately, we will not be able to build them fast enough to meet today's need.



## 5.0 Zoning and Land Use Compatibility

The current land use is vacant/undeveloped and the proposed land use is multi-family. The adjacent city zoning includes M-1 Mixed Use District to the north and R-6 Multi-family High Density District to the northeast. The adjacent county zoning is Urban Residential. The current zoning of the project is county Urban Residential and the proposed is city PUD zoning. Rockcross Commons PUD proposes residential uses and accessory uses including a community building, parking and playgrounds for residents of the project. The proposed PUD multi-family standards are similar to, but less intensive than, the adjacent R-6 zoning. Parking lots as principle use have been added to the zoning district, while many of the zoning standards have been narrowed or reduced including building height, residential density and uses.

The intent of the conceptual site plan in conjunction with the PUD zoning is to provide an ample supply of affordable housing while providing a high-quality neighborhood for residents. The plan includes sufficient parking, abundant outdoor green space (53% of the net area), and a community building. The overall concept site plan increases the transportation connectivity of the area by extending 23<sup>rd</sup> Street South, and creating 23<sup>rd</sup> Avenue South, and 22<sup>nd</sup> Street South. The site plan includes seven multi-family buildings. A total of 124 residential units will be provided with a density of 15.6 units per acre.

Rockcross Commons aspires to create a sense of place. This is established by the arrangement of buildings and architectural design features such as high quality building design, pedestrian connections between buildings and streets, and open space improvements such as play areas. The Rockcross Commons neighborhood includes a community building, which will function as a central gathering space for residents.

Due to the nature of the affordable housing funding, certain infrastructure pieces of the site layout need to be on individual lots; therefore, two of the proposed lots will only have parking and open space. These parking areas are only for use by residents of the Rockcross Commons project.

This PUD applies to all lots within Rockcross Commons. The intent of the Rockcross Commons PUD residential district is to provide for multi-family residential development and related uses within the city at urban densities in a master planned layout. In exchange for PUD adjustments to zoning standards, many of the PUD standards are more stringent than the requirements of the typical multi-family zoning district.

## **7.0 Landscape Requirements**

### 7.1 Minimum Requirements for Interior Landscaping

Minimum square footage of interior landscaping, inclusive of landscaping in vehicular use areas and foundation planting areas, shall be thirty (30) percent of the net property area to be developed.

### 7.2 Rate of Plantings

A canopy tree or evergreen tree shall be planted and maintained for each one five thousand (5,000) square feet of net lot area. Up to two (2) shade trees located in the boulevard area may be applied to this requirement, provided that at least one (1) canopy tree or evergreen tree shall be planted within the interior. There shall be a minimum of four (4) shrubs or perennials per required tree.

### 7.3 Foundation Planting Requirements

At least fifty (50) percent of the frontage (primary entry side) of a building shall be occupied by a foundation planting bed(s) and at least twenty-five (25) percent of the frontage the building that faces a public right-of-way shall be occupied by a foundation planting bed(s). The planting beds shall be at least four (4) feet wide, mulched, and contain a mix of vegetation types (annual flowers, perennial flowers, ground cover and shrubs). The planting beds shall include seventy-five (75) percent plant coverage at plant's full maturity. If the geotechnical report recommends a no planting zone for a certain distance from the foundation, foundation planting requirements shall not apply.

### 7.4 Vehicular Use Areas Requirements

A portion of the required landscaping, equal to at least ten (10) percent of the vehicular use areas, must be located within the vehicular use areas. The following specific standards shall apply:

- Each row of parking spaces in interior parking areas shall be terminated by a landscaped island.
- There shall be no more than twenty (20) parking spaces in a row without a landscaped island.
- Landscaped islands shall have a minimum island dimension (inside curb face to inside curb face) of six (6) feet and shall extend the length of the parking space. Landscape islands that include a sidewalk shall provide a minimum 4-foot wide landscape area.
- Landscaped areas within a vehicle use area shall be bounded by a continuous concrete curb or other similar barrier approved by the City Engineer.
- Landscaped islands shall contain canopy shade trees, shrubs and/or turf grass.

### 7.5 Boulevard Area Standards

Boulevard areas shall conform to the following standards:

- A. Boulevards shall contain grass and trees (with organic mulched reservoirs) and may include shrubs, flowers and/or ornamental plants (with organic mulched reservoirs).

- B. At least one (1) canopy type tree shall be planted and maintained in a boulevard section for each thirty-five (35) lineal feet of street and avenue frontage or portion thereof, not covered by driveway, sidewalks, or other approved hard surface.
- C. Trees shall be spaced more or less evenly along the length of the boulevard area, taking into account the location of light poles, fire hydrants, and the like and the mature canopy width of existing trees and those being planted.
- D. No shrub shall be planted within five (5) feet of a fire hydrant or within a clear visibility triangle (as defined in Chapter 32, Section 17.32.160 of this Title) if its mature height will exceed two and one-half (2½) feet. The height shall be measured from the adjoining street centerline surface elevation.
- E. Landscaping shall be maintained, and those plantings which fail to survive shall be replaced with approved plantings within three (3) months.
- F. Materials and vegetation prohibited in a residential boulevard include, but are not limited to, the following:
  - Artificial vegetation including, but not limited to, trees, shrubs, vines, bushes, flowers, and grass.
  - All non-living material except as specifically allowed by this chapter.
  - Fences/walls (unless approved via a Boulevard Encroachment Permit by the City Engineer).
  - Gravel/decomposed granite/cobble.
  - Sand.

#### 7.6 Boulevard Landscaping Credit

Twenty-five (25) percent of the boulevard landscaping, excluding sidewalks and driveways, may be credited to the interior landscaping requirement specified in item 7.1 above.

#### 7.7 Detention and Retention Areas

By design, detention and retention areas shall be physically, functionally, and visually integrated into adjacent landscape areas. Standing water is discouraged and shall be properly drained unless incorporated into re-circulating water features or irrigation systems.

## **8.0 Design Guidelines**

The proposed development seeks to create attractive, accessible, and livable dwelling spaces. The proposed design and layout of the Rockcross Commons project is compatible with the desired character of the neighborhood and exceeds the minimum development design standards. The following highlights the Rockcross Common's design and layout intent that meets and exceeds minimum standards:

### 8.1 Affordable Housing

Supply of 124 affordable housing units while providing a high-quality neighborhood for residents.

### 8.2 Neighborhood Center

The Rockcross Commons neighborhood includes a community building, which will function as a central gathering space for residents.

### 8.3 Transportation Connectivity

The overall concept site plan increases the transportation connectivity of the area by extending 23rd Street South, and creating 23rd Avenue South, and 22nd Street South. A new bus stop is proposed for future public transportation connections, linking the neighborhood with surrounding areas.

### 8.4 Sense of Place

Rockcross Commons aspires to create a sense of place. This is established by the arrangement of buildings fronting neighborhood streets, adding pedestrian connections via sidewalks between buildings and streets/parking areas, and open space improvements such as play areas. The community building provides for a gathering area of the residents. The parking lots areas are broken up with open space to reduce the feel of large expansive asphalt areas while still meeting the parking needs and requirements of the development.

### 8.5 High Quality Building Design

The buildings are high quality contemporary design that is appropriate in scale for the area. The look and feel of all buildings responds to building use, as well as the surrounding architectural context. The buildings share a common aesthetic in order to create a consistent architectural language throughout the site.

### 8.6 Landscaping and Open Space

The project includes enhanced outdoor spaces. The required landscape requires an abundant number of trees, shrubs and open space that are logically situated on the site. Additional amenities including a tot-lot playground will be incorporated into the project to further enhance the development.

For reference, the Rockcross Commons' architectural design is shown with the conceptual building elevations which can be found in the exhibits. The Rockcross Commons' PUD site layout information can be found in the PUD Site Plan exhibit.

## 10.0 Infrastructure

### 10.1 Circulation System and Traffic Statement

The proposed circulation system for Rockcross comments project will comprise of a hierarchy of vehicular, bicycle and pedestrian circulation; these will include dedicated public roadways, private drives, sidewalks and an existing trail.

The project will consist of dedicating and developing three public roadways which includes:

- 23<sup>rd</sup> Street South from its existing northern terminus southerly approximately 600 feet to 24<sup>th</sup> Avenue South. The street will include a 60-foot right of way and standard City of Great Falls street cross section, including boulevard sidewalks along the western portion of the street.
- 23<sup>rd</sup> Avenue South from the proposed 23<sup>rd</sup> Street South approximately 660 feet to the western boundary of the subject property. The street will include a 60-foot right of way and standard City of Great Falls street cross section, including boulevard sidewalks along the western portion of the street. The driveway connections between the north and south lots across 23<sup>rd</sup> Avenue South will include bump outs to slow traffic and provide a safer connection between the northern and southern lots within the development. There is also a bus stop shown along the north side of 23<sup>rd</sup> Avenue South, this is a proposed location and subject to change dependent on comments from the City of Great Falls and the transit authority.
- 22<sup>nd</sup> Street South is proposed along the western boundary of the proposed development and includes approximately 340 linear feet of improvements. The street will include a 60-foot right of way and standard City of Great Falls street cross section, including boulevard sidewalks along the western portion of the street.
- 24<sup>th</sup> Avenue South is an existing improved public right of way that runs adjacent to the southern property line of the subject project. No new improvements are proposed to 24<sup>th</sup> Avenue South for the project, but coordination with the City and Montana Department of Transportation for access from 22<sup>nd</sup> and 23<sup>rd</sup> Streets South will be done as a part of the project.

The intent of the proposed public roadways is to follow the standard right-of-way and design criteria set by the City of Great Falls, therefore thematic street cross sections have not been provided.

The internal vehicular circulation includes one private drive on to 22<sup>nd</sup> Street South, which transverses east/west through the southerly lots the extends northerly to access 23<sup>rd</sup> Avenue South. This driveway aligns with the access drive to the northerly lot from 23<sup>rd</sup> Avenue South, which extends north/south to the northern boundary of the site where it connects easterly to 23<sup>rd</sup> Street South. Parking is provided along the drive aisles and is designed to meet standard City of Great Falls parking requirements. There are 196 parking stalls provided, 10 are accessible spaces and 8 are compact spaces. The project will incorporate bike parking to fit seamlessly into the design, but the final location of the bicycle parking has not been determined at this time.

Internal development sidewalks will be provided along the parking lots and to the buildings for complete pedestrian access throughout the site. As mentioned 23<sup>rd</sup> Ave South will be narrowed with bump-outs to provide a safer connection between the northerly and southerly lots in the

development. There is an existing 10-foot asphalt trail that runs along north side of 24<sup>th</sup> Avenue South, which provides an additional bicycle and pedestrian connection to the greater community. Traffic impacts to the surrounding roadways has not been determined, there would likely be an increase to traffic to the adjacent roadways. The connection of 23<sup>rd</sup> Street South is critical in providing additional route options for the new development. Further analysis of the traffic impacts will be reviewed if required by the City of Great Falls.

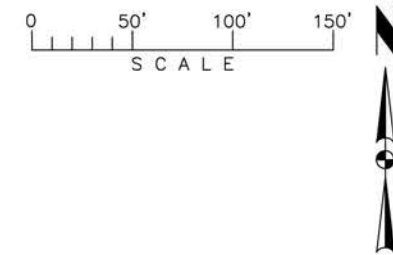
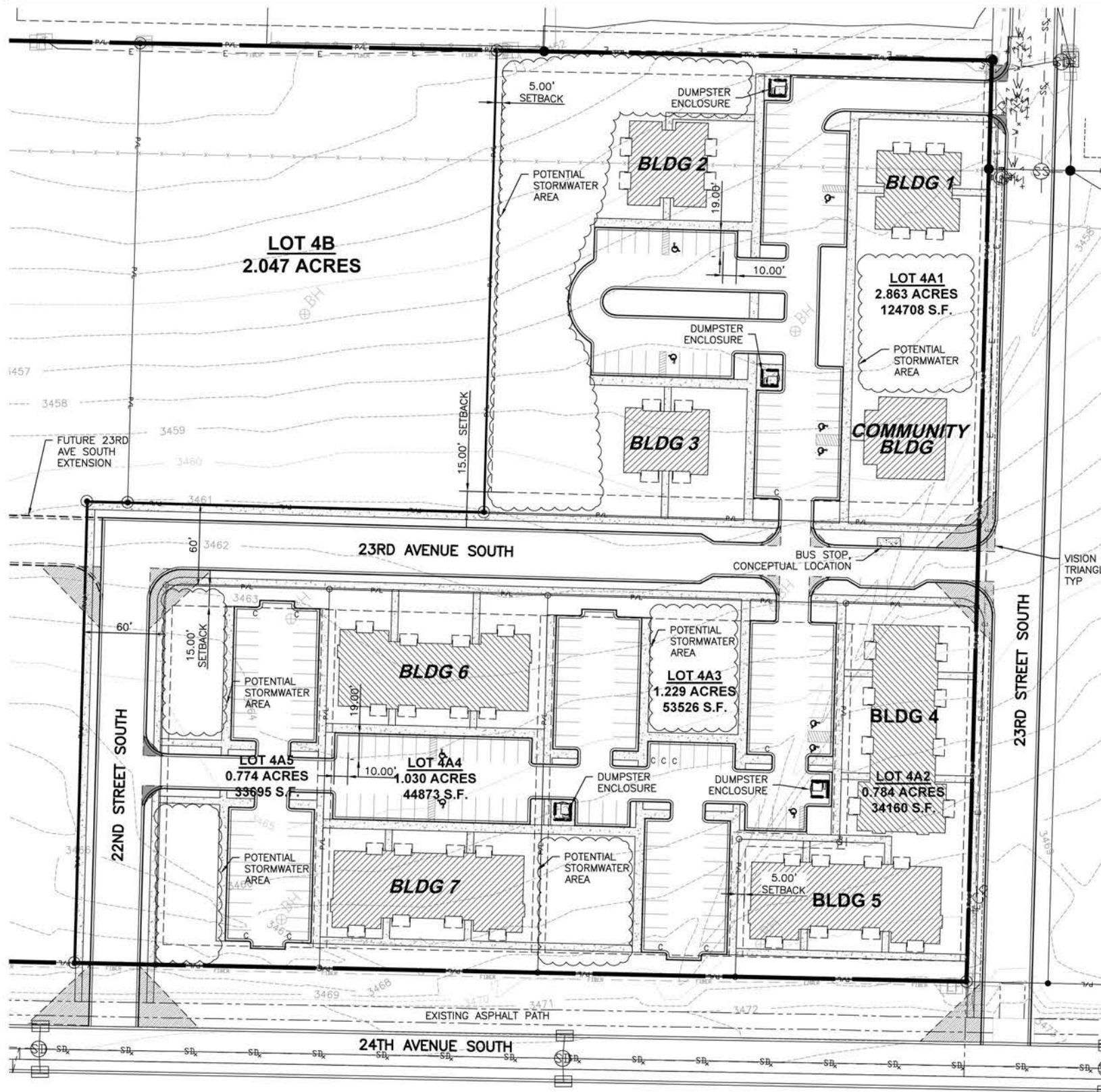
## 10.2 Grading and Drainage

The site is currently undeveloped and generally slopes to the north; stormwater runoff sheet flows across the property. The proposed project will be designed and graded to direct stormwater runoff to the northwest corner of the development where a stormwater detention pond will capture the runoff. The detention pond will slowly release the stormwater runoff to the existing City of Great Falls storm drain located in 23<sup>rd</sup> Street South. The pond and site design will limit the runoff leaving the site to the 5-year, 2-hour post-development rate in accordance with City of Great Falls design criteria. The development will include construction of 23<sup>rd</sup> Avenue South which will split the property. A culvert is proposed to convey stormwater from the south part of the site to the detention pond in the north. The proposed project will also meet the City's water quality requirements by implementing low impact development (LID) features throughout the project which will infiltrate, evapotranspire, or capture for reuse the first 0.5 inches of rainfall from a 24-hour storm. Typical LID features include biofiltration swales, bioretention, deep sump inlets, and extended detention ponds.

## 10.3 Water and Wastewater Services

The proposed development is currently located outside of City limits. Existing City water and sewer mains are located at the northeast corner of the subject property in 23<sup>rd</sup> Street South. The project is in the early stages of development and the route and location of the public/private water and sewer have not been determined. It is the intend of the development to work the City of Great Falls through the development process to determine the best routing of both public and private water/sewer systems.

PUD SITE PLAN



SITE PLAN REQUIREMENTS

PROJECT INFORMATION

DEVELOPER: NEIGHBORWORKS GREAT FALLS  
 GMD DEVELOPMENT  
 LAND OWNER: SHEFFELS, JOHN H ETAL  
 SURVEY INFORMATION: 7.972 ACRES  
 LEGAL DESCRIPTION: LOT 4A OF THE MEDICAL TECH PARK MINOR SUBDIVISION, A TRACT OF LAND LOCATED IN THE SW1/4 SE1/4 OF SECTION 18, T20N, R4E, PMM, CASCADE COUNTY MONTANA

PROJECT DEVELOPMENT INFORMATION

LAND USE SUMMARY		
MULTI-FAMILY RESIDENTIAL DENSITY	124 UNITS	15.6 UNITS PER ACRE
DEDICATION FOR PUBLIC USE		
STREET	AREA ACRES	AREA SQ. FT.
23RD STREET SOUTH	0.57 ACRES	24633.56 SQFT
23RD AVENUE SOUTH	0.51 ACRES	22345.74 SQFT
22ND STREET SOUTH	0.24 ACRES	10499.89 SQFT
OPEN SPACE AREA CALCULATIONS		
GROSS	7.972 ACRES	347260.32 SQ FT
NET (LESS BUILDINGS & ROW)	5.678 ACRES	247341.71 SQ FT
LANDSCAPE	3.046 ACRES	132690.26 SQ FT
% LANDSCAPING	53.65%	

LEGEND

EXISTING	DESCRIPTION	EXISTING	DESCRIPTION
	BARRIER POST		LIGHT POLE
	BORING		PAINT STRIPE
	BUILDING		POWER POLE
	BUSH OR SHRUB		PROPERTY LINE
	CABLE TV RISER		PROPERTY PIN
	CABLE TV RISER FLUSH		QUARTER CORNER (FOUND)
	CABLE TV - UNDERGROUND		RETAINING WALL
	CENTERLINE MONUMENT		ROOF DRAIN
	CLEANOUT		SANITARY SEWER
	CONTOUR		SANITARY SEWER MANHOLE
	CONTROL POINT		SECTION CORNER (FOUND)
	CURB & GUTTER		SIXTEENTH CORNER (FOUND)
	CULVERT		STORM DRAIN
	EDGE OF ASPHALT		STORM DRAIN MANHOLE
	EDGE OF GRAVEL		TELEPHONE MANHOLE
	ELECTRICAL BOX		TELEPHONE RISER
	ELECTRICAL BOX FLUSH		TELEPHONE RISER FLUSH
	ELECTRICAL MANHOLE		TELEPHONE - OVERHEAD
	ELECTRIC - OVERHEAD		TELEPHONE - UNDERGROUND
	ELECTRIC - UNDERGROUND		TRAFFIC SIGN
	FENCE - CHAIN LINK		TREE - CONIFEROUS
	FENCE - WIRE		TREE - DECIDUOUS
	FENCE - WOOD		TREE - SMALL
	FIBER-OPTIC - UNDERGROUND		WATERLINE
	FIRE HYDRANT		WATER MANHOLE
	GAS		WATER METER
	GAS METER		WATER VALVE
	GATE		
	GUY WIRE		
	INLET		
	INLET & INLET APRON		

NOT FOR CONSTRUCTION



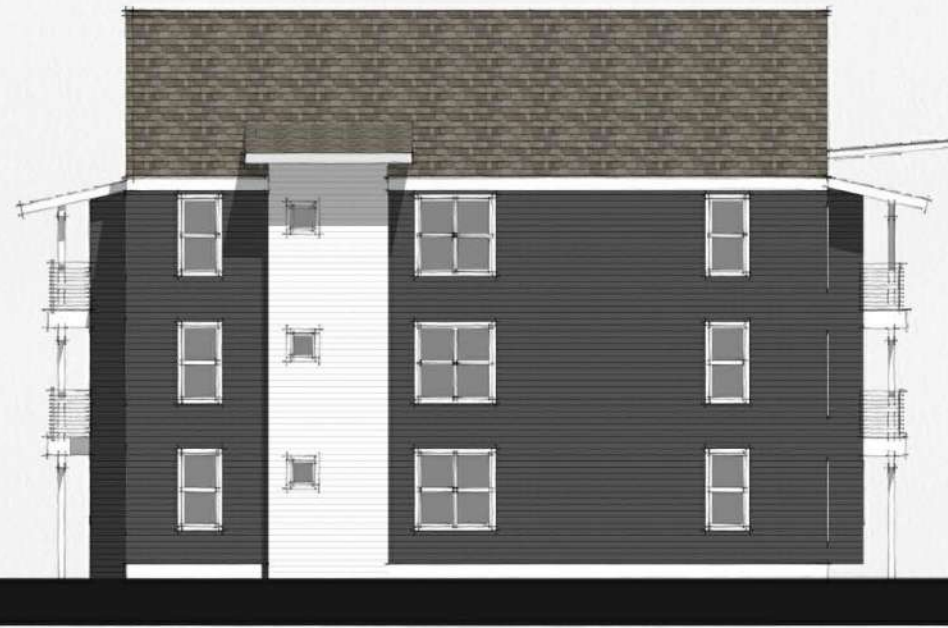
DRAWN BY: JCC  
 DESIGNED BY:  
 QUALITY CHECK:  
 DATE: 07.26.17  
 JOB NO. 16-187  
 FIELDBOOK 940

ROCKCRESS COMMONS (MEDICAL TECH PARK LOT 4A)  
 GREAT FALLS, MONTANA

PUD SITE PLAN



**1** : CONCEPTUAL FRONT ELEVATION OF 24-UNIT BUILDING  
**A1.3** : 1/16" = 1'-0"



**2** : CONCEPTUAL SIDE ELEVATION OF 24-UNIT BUILDING  
**A1.3** : 1/16" = 1'-0"





**1** : CONCEPTUAL REAR ELEVATION OF 24-UNIT BUILDING  
**A1.4** : 1/16" = 1'-0"



**2** : CONCEPTUAL SIDE ELEVATION OF 24-UNIT BUILDING  
**A1.4** : 1/16" = 1'-0"



ROCKCROSS COMMONS AERIAL VIEW - IMAGE NOT TO SCALE



ROCKCROSS COMMONS GREEN PLAN - IMAGE NOT TO SCALE



12 UNIT BUILDINGS RENDERING - IMAGE NOT TO SCALE



8 UNIT BUILDING RENDERING - IMAGE NOT TO SCALE



20- UNIT BUILDINGS RENDERING - IMAGE NOT TO SCALE



24- UNIT BUILDINGS RENDERING - IMAGE NOT TO SCALE



COMMUNITY BUILDING RENDERING - IMAGE NOT TO SCALE

**intrinSIK**

ARCHITECTURE  
INCORPORATED

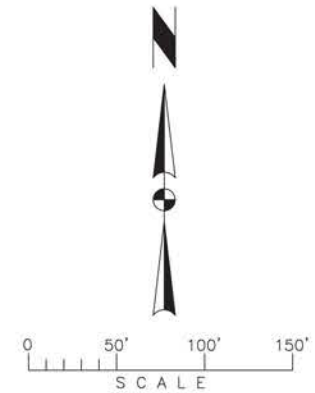
111 N. Tracy Ave.

Bozeman, 99715 Ph: Fax: © 2017

# AN AMENDED PLAT OF LOT 4A OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION

## A TRACT OF LAND LOCATED IN THE SW1/4SE1/4 OF SECTION 18, T20N, R4E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

LANDOWNERS: JOHN H. SHEFFELS  
STEPHEN J. SPENCER, BRUCE SPENCER, & RODERICK R. SPENCER, TRUSTEES OF THE SPENCER TRUST  
ROBERT W. DEAN, TRUSTEE OF THE ROBERT W. DEAN REVOCABLE LIVING TRUST



### LEGEND

- SECTION CORNER - FOUND
- QUARTER CORNER - FOUND
- FND PROPERTY PIN - AS NOTED
- SET PROPERTY PIN - 18"x5/8" REBAR/YPC 15625LS
- SUBDIVISION BOUNDARY
- SECTION LINE
- EXISTING EASEMENT BY PLAT OR DOC.
- NEW EASEMENT THIS PLAT
- LOT LINE
- (F) FOUND/FIELD MEASUREMENT
- (P) PLAT RECORD DISTANCE
- (GLO) GLO RECORD DISTANCE

AREA OF LOTS = 6.680 ACRES  
 AREA OF PARK = 0 ACRES  
 AREA OF DEDICATED ROADS = 1.292 ACRES  
 TOTAL SUBDIVISION AREA = 7.972 ACRES

# AN AMENDED PLAT OF LOT 4A OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION

## A TRACT OF LAND LOCATED IN THE SW1/4SE1/4 OF SECTION 18, T20N, R4E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

LANDOWNERS: JOHN H. SHEFFELS  
STEPHEN J. SPENCER, BRUCE SPENCER, & RODERICK R. SPENCER, TRUSTEES OF THE SPENCER TRUST  
ROBERT W. DEAN, TRUSTEE OF THE ROBERT W. DEAN REVOCABLE LIVING TRUST

CERTIFICATE OF DEDICATION

I (we), the undersigned property owner(s), do hereby certify that I (we) have caused to surveyed, subdivided, and platted into lots, blocks, streets, and easements, the following described tract of land in the City of Great Falls, Cascade County, Montana, to-wit:

A tract of land being Lot 4A of the Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision, located in the SW1/4SE1/4 of Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and being more particularly described as follows:

Beginning at the Southeast corner of said Section 18; thence North 88°57'07" West along the Southerly line of said Section 18, a distance of 1321.95 feet to the East Sixteenth corner of said Section 18; thence North 01°34'25" East along the East Sixteenth line of said Section 18, a distance of 69.99 feet to the True Point of Beginning, being the Southeast corner of said Lot 4A and the intersection of the Northerly right-of-way line of 24th Avenue South and the Westerly right-of-way line of 23rd Street South; thence North 88°48'07" West along said Northerly right-of-way line, a distance of 657.83 feet to the Southwest corner of said Lot 4A; thence North 01°34'25" East along the Westerly boundary line of said Lot 4A, a distance of 340.33 feet; thence South 88°26'47" East along said Westerly boundary line, a distance of 292.74 feet; thence North 01°34'25" East along said Westerly boundary line, a distance of 340.33 feet to the Northwest corner of said Lot 4A; thence South 88°50'35" East along the Northerly boundary line of said Lot 4A, a distance of 365.14 feet to the Northeast corner of said Lot 4A and being a point on the Westerly right-of-way line of 23rd Street South; thence South 01°34'45" West along said Westerly right-of-way line, a distance of 679.11 feet to the True Point of Beginning and containing 7.972 acres, along with and subject to any existing easements.

The above described tract of land is to be known and designated as AN AMENDED PLAT OF LOT 4A OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION to the City of Great Falls, Cascade County, Montana, and the lands included in all streets, avenues, and parks or public lands shown on said plat are hereby granted and donated to the use of the public forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
JOHN H. SHEFFELS  
State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, John H. Sheffels, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana (Notarial Seal)  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
DEAN REVOCABLE LIVING TRUST  
By: Robert W. Dean, Trustee  
State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Robert W. Dean, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana (Notarial Seal)  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
THE SPENCER TRUST  
By: Stephen J. Spencer, Trustee  
State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Stephen J. Spencer, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana (Notarial Seal)  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
THE SPENCER TRUST  
By: Bruce Spencer, Trustee  
State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Bruce Spencer, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana (Notarial Seal)  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
THE SPENCER TRUST  
By: Roderick R. Spencer, Trustee  
State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared, Roderick R. Spencer, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana (Notarial Seal)  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, Jim Rearden, Public Works Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat of the AN AMENDED PLAT OF LOT 4A OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION and the survey it represents, find that same conforms to regulations governing the platting of lands and presently platted adjacent land, as near as circumstances will permit, do hereby approve the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
JIM REARDEN, Public Works Director  
City of Great Falls, Montana

CERTIFICATE OF CITY COMMISSION

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the accompanying plat of the AN AMENDED PLAT OF LOT 4A OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, was duly examined and approved by the City Commission of the City of Great Falls, Montana, at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
GREGORY T. DOYON, City Manager  
City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ found that adequate municipal facilities for the supply of water and the disposal of sewage and solid waste, are available to the above described property, namely the said facilities of the City of Great Falls, Montana, and this certificate is made pursuant to Section 76-4-125(2)(d) M.C.A., permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

\_\_\_\_\_  
GREGORY T. DOYON, City Manager  
City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, R. Nathan Weisenburger, President of the Great Falls Planning Board, City of Great Falls, Montana, and Craig Raymond, Secretary of said Great Falls Planning Board, do hereby certify that the accompanying plat of the AN AMENDED PLAT OF LOT 4A OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, has been submitted to the said Great Falls Planning Board, for examination by them and was approved at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
R. NATHAN WEISENBURGER, President  
Great Falls Planning Board

\_\_\_\_\_  
CRAIG RAYMOND, Secretary  
Great Falls Planning Board

CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND

I, Gregory T. Doyon, City Manager for the City of Great Falls, Montana, do certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ found and entered into the proceedings of said Body to wit: "Inasmuch as the dedication of park land within the platted area of the AN AMENDED PLAT OF LOT 4A OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION is undesirable for the reasons set forth in the minutes of this meeting, it is hereby ordered by the City Commissioners that land dedicated for park purposes be waived and that cash in lieu of park be accepted as with the provisions of Title 76, Chapter 3, MCA"

\_\_\_\_\_  
GREGORY T. DOYON, City Manager  
City of Great Falls, Montana

CERTIFICATE OF SURVEYOR

I, the undersigned, Daniel R. Kenczka, Professional Land Surveyor, Montana Registration No. 15625LS, do hereby certify that I supervised this Plat of the AN AMENDED PLAT OF LOT 4A OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, and platted same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-614, M.C.A., and Cascade County.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
Daniel R. Kenczka, Montana Reg. No. 15625LS



CERTIFICATE OF COUNTY TREASURER

I, Jamie Bailey, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying plat of the AN AMENDED PLAT OF LOT 4A OF THE AMENDED PLAT OF LOT 4 OF THE MEDICAL TECH PARK MINOR SUBDIVISION, and find that the current taxes are not delinquent.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
County Treasurer, Cascade County, Montana

## FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

### PRIMARY REVIEW CRITERIA:

**Effect on Agriculture and Agricultural Water User Facilities:** The parcel to be subdivided is not currently being used for agricultural purposes, although it has been farmed in the past. The property has been identified by the County and City for possible annexation and development rather than as a water and agricultural resource.

**Effect on Local Services:** As noted in the annexation findings, the development site is outside the 4-minute response area for Station #3. On the positive side, all the buildings will be sprinkled to current code. Emergency access on 23<sup>rd</sup> Street South is also being incorporated into the design to address Fire Department accessibility. Presuming that the development incorporates the more rigorous stormwater drainage guidance provided from City Engineering, existing stormwater facilities will not be compromised.

**Effect on the Natural Environment:** The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. No environmental constraints have been found on the property.

**Effect on Wildlife and Wildlife Habitat:** This is not in an area of significant wildlife habitat beyond occasional migrating fowl, deer and ground animals. There are no wooded areas or water resources that provide important habitats.

**Effect on Public Health and Safety:** Based on available information, the subdivision is not subject to abnormal natural hazards nor potential man-made hazards. The potential mid-block crossing on 23<sup>rd</sup> Avenue South still needs to be more thoroughly designed to ensure pedestrian safety.

### REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

### EASEMENT FOR UTILITIES

The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots of the subdivision.

**LEGAL AND PHYSICAL ACCESS**

Legal and physical access to the proposed development will be from 24<sup>th</sup> Avenue South, an existing County roadway and from the extension of 23<sup>rd</sup> Street South. Full public street access has been planned for the subdivision.

**IMPROVEMENT AGREEMENT FOR ROCKCRESS COMMONS ANNEXATION AND PUD  
(LOT 4A, MEDICAL TECH PARK MINOR SUBDIVISION),  
LOCATED IN THE SW ¼ OF THE SE ¼ OF SECTION 18, TOWNSHIP 20  
NORTH, RANGE 4 EAST, P.M.M, CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between NeighborWorks Housing Services Inc., of Great Falls, d/b/a NeighborWorks Great Falls and GMD Development LLC, hereinafter referred to as "Owner," and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for annexation into the corporate limits of the City of a tract of land legally described as Lot 4A of the Medical Tech Park Minor Subdivision, a tract of land located in the SW¼ of the SE1/4 of Section 18 Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, hereinafter referred to as "Subject Property". Owner agrees to, and is bound by, the provisions of this Agreement, and by signing this Agreement, therefore agrees to terms applicable to the subject property. The City is authorized to enter into this Agreement by §§17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

**Recitals**

- a) NeighborWorks Great Falls will be acquiring the Subject Property from John H. Sheffels, Robert W. Dean Revocable Trust, and the Spencer Family Trust pursuant to that certain Real Property Purchase Agreement executed June 30, 2016, hereinafter referred to as the "NeighborWorks Great Falls Purchase".
- b) NeighborWorks Great Falls and GMD Development LLC entered into that certain Property Development Agreement executed August 10, 2017, under which NeighborWorks Great Falls and GMD Development LLC agree to jointly develop the Subject Property, hereinafter referred to as the "Development Agreement").
- c) Subsequent to the NeighborWorks Great Falls Purchase, the Development Agreement, and the execution of this Agreement, NeighborWorks Great Falls will transfer the Subject Property to MT Rockcress 4% LLLP and MT Rockcress 9% LLLP, hereinafter the "LLPs". At the time this Agreement will be executed, the LLPs may or may not have been created under Montana law.
- d) NeighborWorks Great Falls and GMD Development LLC agree that once the LLP's are validly formed under Montana law, their respective obligations and responsibilities under this Agreement will be assigned to the LLP's and the LLP's will then accept in writing all obligations and responsibilities under this Agreement. Should one or more of the LLP's not be created or not make such acceptance in writing, Owner remains responsible for all obligations and responsibilities stated herein.

**1. Recitals Incorporated.** The Recitals to this Agreement are incorporated herein.

**2. Supporting Documents.**

- A. The Amended Plat of Lot 4A of the Amended Plat of Lot 4 of the Medical Tech Park Minor Subdivision, filed of record in the Clerk and Recorder's Office of Cascade County, Montana.



- B. Engineering drawings, specifications, reports and cost estimates, preliminary and final, prepared for the Subject Property, consisting of documents for, but not limited to the public sanitary sewer, water, storm drain, and street improvements.
- C. "As Built" reproducible 4 mil mylar drawings of public infrastructure, private utilities, and drainage facilities shall be supplied to the City Engineer upon completion of the construction.
- D. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the responsibilities of owners recorded in the Clerk and Recorder's Office of Cascade County, Montana.
- E. Owner-executed Storm Water Maintenance Agreement.

### **3. Changes.**

The Owner understands that failure to build in compliance with approved plans is a breach of this Agreement and a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds and the Administrators (the Administrators are the persons charged by the City Manager with the administration of this improvement agreement) are hereby authorized to permit minor changes to approved plans, as provided below.

- A. Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by the City Engineer and the City's Public Works Department and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:
  - a. Before making changes, the applicant must submit revised plans to the Administrator(s) for review. Failure to do this before the proposed change is made, is a breach of this Agreement and a violation of the OCCGF. The Administrator(s) shall respond to all proposed changes within ten (10) business days of receipt of the revised plans.
  - b. Based on a review of the revised plans, the Administrator(s) may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the Subject Property or the OCCGF.
  - c. Based on a review of the revised plans, the Administrator(s) may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.
  - d. Minor changes in the location and specifications of the required public improvements may be permitted. Revised plans showing such changes must be submitted to, and then reviewed and approved by the Administrator(s).
- B. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. 'Substantial Change' versus 'Minor Change' is described as follows:

- a. 'Substantial Change' is defined here in order to further clarify what may be permitted as a 'Minor Change.' A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Administrator(s); or changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.
  
- C. "As Built" reproducible drawings of public infrastructure, private utilities, and drainage facilities shall be supplied to the City Engineer upon completion of the construction, whether or not changes to the original plan documents are made pursuant to this section.

**4. City Fees and Charges.**

A. Owner shall pay the following fees and reimbursements as provided by City policy and resolution:

a. Fees and Reimbursements paid by Owner:

i.	Storm Drain Fee (\$250/acre x 7.972 acres)	\$ 1993.00
ii.	Recording fees for Improvement Agreement, and Annexation Resolution (\$11 per page x 13 pages)	\$ 130.00
iii.	Park Fee in Lieu of Land Dedication	% of appraised value to be provided by Owner

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**Total Fees And Reimbursements paid by applicant to City:**

Fees paid by the applicant are in addition to the \$2,000.00 application fee for City zoning, \$2,500 application fee for the preliminary and final plat, and the \$500.00 application fee for Annexation, which have been paid prior to this Improvement Agreement.

B. The total fees summarized in Section A above shall be paid to the City no later than 30 days after City Commission action to annex Subject Property into the City.

- C. Owner or its successors or assigns shall reimburse City for its expenses incurred for inspection, testing and acceptance of public utilities and roadways serving the Subject Property and sidewalk at the rates charged by City for said work at the time performed.
- D. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections.
- E. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

**5. Required Public Improvements.**

- A. The Owner hereby agrees to install a looped public water main service consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division, including the addition of fire hydrants. The improvements shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. Any portion of water main service located outside of the public right-of-way shall be located in a minimum 20-foot wide public utility easement. The improvement is to be owned and maintained by the City.
- B. The Owner hereby agrees to extend public sanitary sewer main service consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division. The improvement shall be in accordance with City and Montana Department of Environmental Quality standards and approved plans and specifications. The improvement is to be owned and maintained by the City upon completion.
- C. The Owner agrees to obtain the required property for and construct 23<sup>rd</sup> Street South, 23<sup>rd</sup> Avenue South, and 22<sup>nd</sup> Street South consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division. Construction of these streets shall include curbs, sidewalks, and boulevard trees, with the exception that sidewalk and boulevard trees are not required on the east side of 23<sup>rd</sup> Street South, the west side of 22<sup>nd</sup> Street South, or the north side of 23<sup>rd</sup> Avenue South adjacent to future Lot 4B. All necessary property for the construction and maintenance of city streets shall be dedicated to the public for said purpose. All street improvements are to be owned and maintained by the City upon completion.
- D. The Owner agrees to install storm water quality and quantity improvements consistent with City standards and submitted plans approved by the City of Great Falls Engineering Division. Storm water quantity control measures must comply with the maximum design standard so that allowable peak discharge is no greater than the 5-year, 2-hour predevelopment rate. The discharge shall not exceed the capacity of the existing infrastructure.
- E. Access for purposes of emergency vehicles shall be installed to the specifications of the Public Works Department prior to the issuance of any building permits for the Subject Property. The Owner will be issued Certificates of Occupancy by the City on a building by building basis as each building and associated infrastructure serving each building is completed and inspected.

**6. Reimbursements owed to Owner.**

- A. The City shall reimburse the Owner the cost difference of any required over-sizing of public water main, sanitary main and storm drain improvements. The amount to be reimbursed shall be determined by using the Owner's actual improvement cost for over-sizing, including fittings and valves. The reimbursement amount shall be based on actual quantity of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.
- B. The owner(s) of Lot 4B – Medical Tech Park Subdivision, Lot 4C – Medical Tech Park Subdivision, Tract 1 – S1/2 SE1/4 SE1/4 of Section 18, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana, and Parcel Number 2639500, a Tract of Land Located in the NE ¼ of Section 19, Township 20 North, Range 4 East, P.M.M., Cascade County, Montana shall reimburse the Owner or its assigns a pro-rata share of the cost of road and utility improvements for 23rd Avenue South, 22<sup>nd</sup> Street South, 23<sup>rd</sup> Street South, and 24<sup>th</sup> Avenue South based on their respective property frontages. The reimbursement amount shall be based on the actual cost of improvements constructed. In the event that the improvement costs are not provided by the Owner or they are determined by the City to be unreasonable, the City will determine the reimbursement amount using standard bid and/or material prices.
- C. Owner shall provide the City with documentation of its actual out-of-pocket costs of the installation of the hereinabove mentioned improvements within four (4) months after approval and acceptance thereof by City. In the event of Owner's failure to provide City with said cost data, City shall not be obliged to undertake collection of the reimbursement provided for herein, and the responsibility for collection thereof shall be that of Owner, its heirs, successors and assigns. Failure of Owner to provide City with said cost data for reimbursement as herein required shall in no way alter the obligation of any other party to make reimbursement as provided for herein, said failure affecting only City's obligation to assist in collection thereof.

**7. Site Development, City Improvements, Infrastructure Improvement Fees, and Reimbursement from Owner**

- A. Storm Water Quality and Quantity Plans and Utility service plans shall be designed to City standards and shall be submitted to the City Public Works Department for review and approval prior to issuance of building permits.
- B. The Owner agrees to install on-site improvements required for development of subdivision lots, as determined at the time of development, prior to certificate of occupancy of any structure built upon the Subject Property. The on-site improvements shall include water, sanitary sewer, storm water management, and access. The Owner shall provide public utility easements for all required public utilities. The Owner will be permitted temporary certificates of occupancy by the City on a building by building basis as each building is completed and inspected.

- C. The Owner is required to reimburse the property owner of Lot 2A Amended Plat of Lot 1A and 1B of the amended plat of Lots 1 and 5 of the Medical Tech Park Minor Subdivision for their pro-rata costs of existing sewer and water infrastructure currently within 23<sup>rd</sup> Street South.
- D. In order to receive Certificates of Occupancy and other necessary permits from the City for the Subject Property, the Owner is required to construct certain off-site streets, curbs, sidewalks, storm water drainage units, water inflow and utilities (collectively referred to as the "Infrastructure Improvements") The Owner agrees to construct the Infrastructure Improvements as set forth in paragraphs 5, 6, and this paragraph 7. All contracts and instruments associated with the Infrastructure Improvements will be in the name of the Owner. All bills, invoices, and charges of the Infrastructure Improvements will be paid by the Owner.
- E. Upon completion of the Infrastructure Improvements, the Owner is required by the City to dedicate all of the Infrastructure Improvements to the use of the public. Upon acceptance of dedication by the City, the City will own and maintain the Infrastructure Improvements.

**8. Site Conditions.**

The Owner warrants that it has conducted site investigations sufficient to be aware of all natural conditions, including, but not limited to, flooding, slopes, and soils characteristics, that may affect the installation of improvements on the site and its development for the approved use. The Owner further warrants that all plans submitted pursuant to this Agreement and all applications for building permits within the Development will properly account for all such conditions. The Owner holds the City harmless for natural conditions and for any faults in their own assessment of those conditions.

**9. Maintenance Districts.**

Owner hereby agrees to waive its right to protest and appeal the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Property.

**10. Public Roadway Lighting.**

Owner hereby agrees to waive its right to protest and appeal any future special lighting district for public roadway lighting facilities that service the Subject Property, and further agrees to pay for its proportionate share of the costs associated with roadway lighting which services the Subject Property that may be installed with or without a special lighting district.

**11. Warranty, Ownership and Inspection of Public Improvements.**

Installation of all public streets, sidewalks, curb ramps, water, sewer, storm drain, and other public improvement required for the Subject Property shall be subject to the City's inspection policy in place at the time of installation.

**12. City Acceptance and Zoning.**

In consideration of the terms of this Agreement, the City hereby accepts the subject property and adjoining public streets for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of PUD Planned Unit Development.

**13. Design Review Board**

Owner hereby agrees to apply for and obtain Design Review Board approval of the site plans and structures proposed to be constructed and/or modified on parcels within the Subject Property, including landscaping, signage, lighting and sight-obscuring fence or other such improvements, as defined by the Design Review Board.

**14. Security for Public Improvements.**

The Owner shall, upon approval of the final plat, and before the installation of the required public improvements listed in this Agreement, provide the City with a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to one hundred thirty-five percent (135%) of the costs of the required public improvements.

The security required by this section shall be returned or released upon acceptance of the required improvements, except as provided in Section 15. Following the final required inspection, the Director of Public Works shall promptly inform the Administrator, in writing, that all improvements have been inspected and are acceptable for maintenance by the City. The Administrator shall then, provided that the Development is in compliance with the final plat, all conditions of approval, this Agreement, and the OCCGF, instruct the Finance Director to release the security, minus the portion to be held in warranty as required by Section 15 of this Agreement, to the Owner.

**15. Warranty on Public Improvements.**

The Owner is responsible for the repair or replacement of any faults in the materials of workmanship of the required public improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City retaining 10% of the security required by Section 14 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair or replacement of any of the required improvements, in which case, the funds will be held by the City until that dispute is resolved.

**16. Limitation of Liability.**

The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner is exclusively responsible for ensuring that the design, construction drawings, completed construction,

and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plan review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, nor any third party may rely upon the City's limited review or approval.

The Owner shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that owner's property described herein. Upon the transfer of ownership of property, the prior owner's (whether it is the Owner that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation runs to the new owner of the property. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of property is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

**17. Binding Effect.**

The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA  
A Municipal Corporation of the State of Montana

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Gregory T. Doyon, City Manager

ATTEST:

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Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT\*:

GMD Development LLC



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

Its: Manager

State of Washington  
:ss.  
County of King

On this 21<sup>st</sup> day of November, in the year Two Thousand and Seventeen, before me, the undersigned, a Notary Public for the State of Washington, personally appeared Gregory Dunfield, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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



(NOTARIAL SEAL)



Notary Public for the State of Washington



Sara R. Sexe, City Attorney

\*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

NeighborWorks Housing Services Inc., of Great Falls, d/b/a NeighborWorks Great Falls

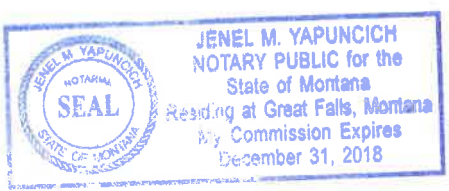
By: [Redacted Signature]

Its: Executive Director

State of Montana )  
County of Cascade )  
:ss.

On this 22nd day of November, in the year Two Thousand and Seventeen, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Sheila Rice, known to me to the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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



[Redacted Signature]  
Notary Public for the State of Montana

(NOTARIAL SEAL)



**Item:** Public Hearing - Ordinance 3175 to rezone the subject properties from PLI Public Lands and Institutional to M-1 Mixed-Use District; Resolutions 10212 and 10218 to request a Conditional Use Permit to allow a Health Care Facility in the M-1 zoning district for the subject properties, and approval of an Amended Plat for a Minor Subdivision of Lot 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition, located in the NW ¼ of Section 17, Township 20 North, Range 4 East, P.M. MT, Cascade County Montana.

**From:** Erin Borland, Planner II, Planning and Community Development

**Initiated By:** Great Falls Clinic Realty, LLP and DOC Great Falls Holdings, LLC, Owners

**Presented By:** Craig Raymond, Director, Planning and Community Development

**Action Requested:** City Commission adopt Ordinance 3175, adopt Resolutions 10212 and 10218, and approve the amended plat with the accompanying Basis of Decision and Findings of Fact.

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**Public Hearing:**

1. Mayor conducts public hearing, calling three times each for proponents and opponents.
2. Mayor closes public hearing and asks the will of the Commission.

**Suggested Motion:**

Commissioner moves:

- I. "I move that the City Commission (adopt/deny) Ordinance 3175 and the accompanying Findings of Fact."

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

and;

- II. "I move that the City Commission (adopt/deny) Resolution 10212 and the accompanying Basis of Decision."

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

and;

- III. "I move that the City Commission (adopt/deny) Resolution 10218 and the accompanying Basis of Decision."

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

and;

IV. "I move that the City Commission (approve/deny) the amended plat for a minor subdivision of Lot 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition, located in the NW ¼ of Section 17, Township 20 North, Range 4 East, P.M. MT, Cascade County Montana."

Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

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### **Staff Recommendation:**

Staff recommends approval of the proposed rezone, Conditional Use Permit, and the amended plat for a minor subdivision of Lot 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition, all subject to the fulfillment of the Conditions of Approval as recommended by the Planning Advisory Board/Zoning Commission.

### **Summary:**

#### Ordinance 3175

The Great Falls Clinic Foundation is proposing to develop a 12 guest room hotel for patients and their families to utilize while visiting for medical treatment. In order for this use to be allowed on the property, the applicants are requesting a rezone of Lot 1, Block 1 of Great Falls Clinic Addition and Lots 1-B and 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition from PLI Public lands and institutional to M-1 Mixed-use.

#### Resolutions 10212 and 10218

Concurrent with this rezone is also a request for a Conditional Use Permit to allow health care facilities in the new zoning district. This is needed because the existing clinic facilities would not be considered a Permitted Land Use in the proposed district that would permit the proposed hotel.

#### Amended Plat

Finally, a request for a minor subdivision is also proposed to create the parcel for the proposed hotel.

At the conclusion of a public hearing on October 17, 2017, the Planning Advisory Board/Zoning Commission recommended the City Commission approve the rezone request, Conditional Use Permit and the amended plat for the subject property.

### **Conditions of Approval for Amended Plat and Rezone:**

- 1. General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
- 2. Amended Plat.** Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
- 3. Utilities.** The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval.
- 4. Land Use & Zoning.** Development of the property shall be consistent with the allowed uses and

specific development standards for the M-1 Mixed-use district designation.

**5. Subsequent modifications and additions.** If after establishment the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

### **Conditions of Approval for Conditional Use Permit:**

**1. Changes in Use.** Conditional Uses are regulated as such because they may, without conditions, have offsite impacts. Therefore, a significant change in the character or intensity of use may void the Conditional Use Permit. Proposed changes should be reviewed with the Administrator, who may require that the Permit be amended following the same public process used for its adoption.

**2. Abandonment.** If the Conditional Use ceases to operate for more than six (6) months, the Conditional Use Permit is automatically voided.

Ordinance 3175 to rezone the subject property from PLI Public Lands and Institutional to M-1 Mixed-Use District upon City Commission approval was accepted by the City Commission on first reading on November 7, 2017.

Notice of Public Hearing before the City Commission for the rezone request, conditional use request and amended plat was published in the *Great Falls Tribune* on November 19, 2017. To date, Staff has receive one phone call requesting general information regarding this project.

### **Background:**

#### **Zoning Map Amendment Request:**

Note: the terms “rezone” and “zoning map amendment” are used interchangeably.

The subject properties are currently zoned PLI Public lands and institutional. The applicants are requesting the subject properties be rezoned to M-1 Mixed-Use district in order to have the ability to allow for a 12 room hotel. The Official Code of the City of Great Falls (OCCGF) Title 17 - Land Development Code §17.20.2.040 Establishment and purpose of districts, describes these two districts as:

**PLI Public lands and institutional.** This district is intended to include areas of significant public lands including public schools and significant public and quasi-public institutional uses or facilities.

**M-1 Mixed-use.** The mixed-use district is intended to allow a balanced and harmonious mixture of commercial, residential, institutional uses, and public spaces. Employment opportunities are near a variety of living options. A mix of uses could occur within the same building or in separate buildings in close proximity to one another. The transportation system and buildings are designed with pedestrians in mind.

The OCCGF, Title 17, Chapter 20 – Land Use, provides a land use table showing the allowable principal, accessory, and temporary uses in each zoning district as Exhibit 20-1. Staff has tailored this Exhibit to create a Comparative Table showing the differences in allowed uses between the PLI and M-1 zoning districts (attached). Further, Chapter 20 outlines development standards for each zoning district in Exhibit 20-4, which is attached to compare the standards for each zoning district.

The basis for decision on zoning map amendments, i.e. rezoning or zone changes, is listed in OCCGF §17.16.40.030. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as *Findings of Fact – Zoning Map Amendment*.

**Conditional Use Request:**

Concurrent with the request for rezoning the properties, a Conditional Use Permit is required to allow the existing health care facilities in the M-1 district.

The basis for decision for the requested conditional use permit is listed in OCCGF §17.16.36.040. The Zoning Commission's recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, Zoning Commission recommendation, or additional information demonstrates that the decision of City Commission shall, at a minimum, consider the criteria which are attached as *Findings of Fact - Conditional Use*.

**Minor Subdivision Request:**

The applicants are requesting a minor subdivision of the subject property to create two lots - one for the proposed hotel, the second for the existing building/parking area for the clinic. The proposed hotel lot will be ±48,793 square feet, or ±1.12 acres.

The proposed newly created lot conforms to the M-1 Mixed-Use zoning district development standards outlined in the Land Development Code and Development Standards.

The proposed development will not have a significant impact on the existing transportation network. The presence of two public streets adjoining the proposed hotel means there is sufficient capacity to accommodate traffic generated by the project. The proposed development will extend and connect to City water and sewer mains

ATTACHMENTS:

- ▢ Ordinance 3175
- ▢ Aerial Map
- ▢ Zoning Map
- ▢ Finding of Fact - Zoning Map Amendment
- ▢ Land Use Comparison Chart
- ▢ Exhibit 20-4 Development Standards
- ▢ Resolution 10212
- ▢ Resolution 10218
- ▢ Basis of Decision - Conditional Use Permit
- ▢ Findings of Fact - Subdivision
- ▢ Draft Amended Plat
- ▢ Narrative and Renderings
- ▢ Master Site Plan

**ORDINANCE 3175**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE PROPERTY LEGALLY DESCRIBED AS: LOT 1, BLOCK 1 OF GREAT FALLS CLINIC ADDITION AND LOTS 1-B AND 1-A1, BLOCK 1 OF THE FIRST ADDITION TO THE GREAT FALLS CLINIC ADDITION LOCATED IN THE NW1/4 OF SECTION 17, TOWNSHIP 20 NORTH, RANGE 4 EAST, P.M.M. CASCADE COUNTY, MONTANA, FROM PLI PUBLIC LANDS AND INSTITUTIONAL TO M-1 MIXED-USE DISTRICT**

\* \* \* \* \*

**WHEREAS**, the subject properties located on the northwest corner and the southeast corner of 15<sup>th</sup> Avenue South and 29<sup>th</sup> Street South are presently zoned PLI Public land and institutional; and

**WHEREAS**, the property owners, Great Falls Clinic Realty, LLP and DOC Great Falls Holdings, LLC, has petitioned the City of Great Falls to rezone said properties to M-1 Mixed-use district; and

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on October 17, 2017, to consider said rezoning from PLI Public land and institutional to M-1 Mixed-use district and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described as Lot 1, Block 1 of Great Falls Clinic Addition and Lots 1-B and 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition, located in the Northwest 1/4 Section 17, Township 20 North, Range 4 East, P.M., City of Great Falls, Cascade County, Montana; and,

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 5th day of December, 2017, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.40.030, and that the said rezoning designation be made.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.40.030 of the OCCGF.

Section 2. That the property legally described as: Lot 1, Block 1 of Great Falls Clinic Addition and Lots 1-B and 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition, located in the Northwest 1/4 Section 17, Township 20 North, Range 4 East, P.M., City of Great Falls, Cascade County, Montana, be rezoned to M-1 Mixed-use district.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading November 7, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 5, 2017.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Sara Sexe, City Attorney

State of Montana )  
County of Cascade : ss  
City of Great Falls )

I, Darcy Dea, Deputy City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3175 on the Great Falls Civic Center posting board and the Great Falls City website.

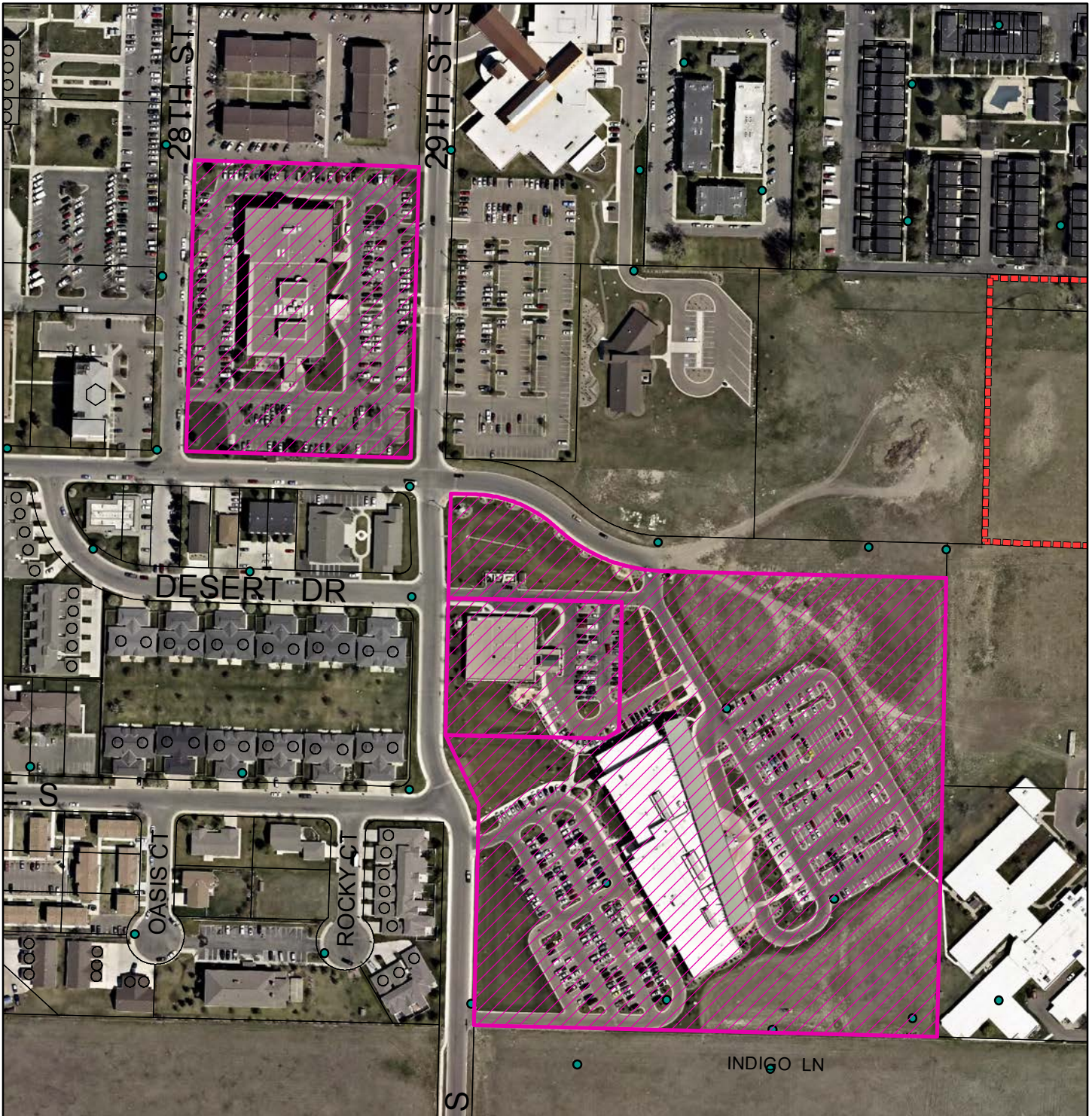
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Darcy Dea, Deputy City Clerk

(CITY SEAL)




# AERIAL MAP



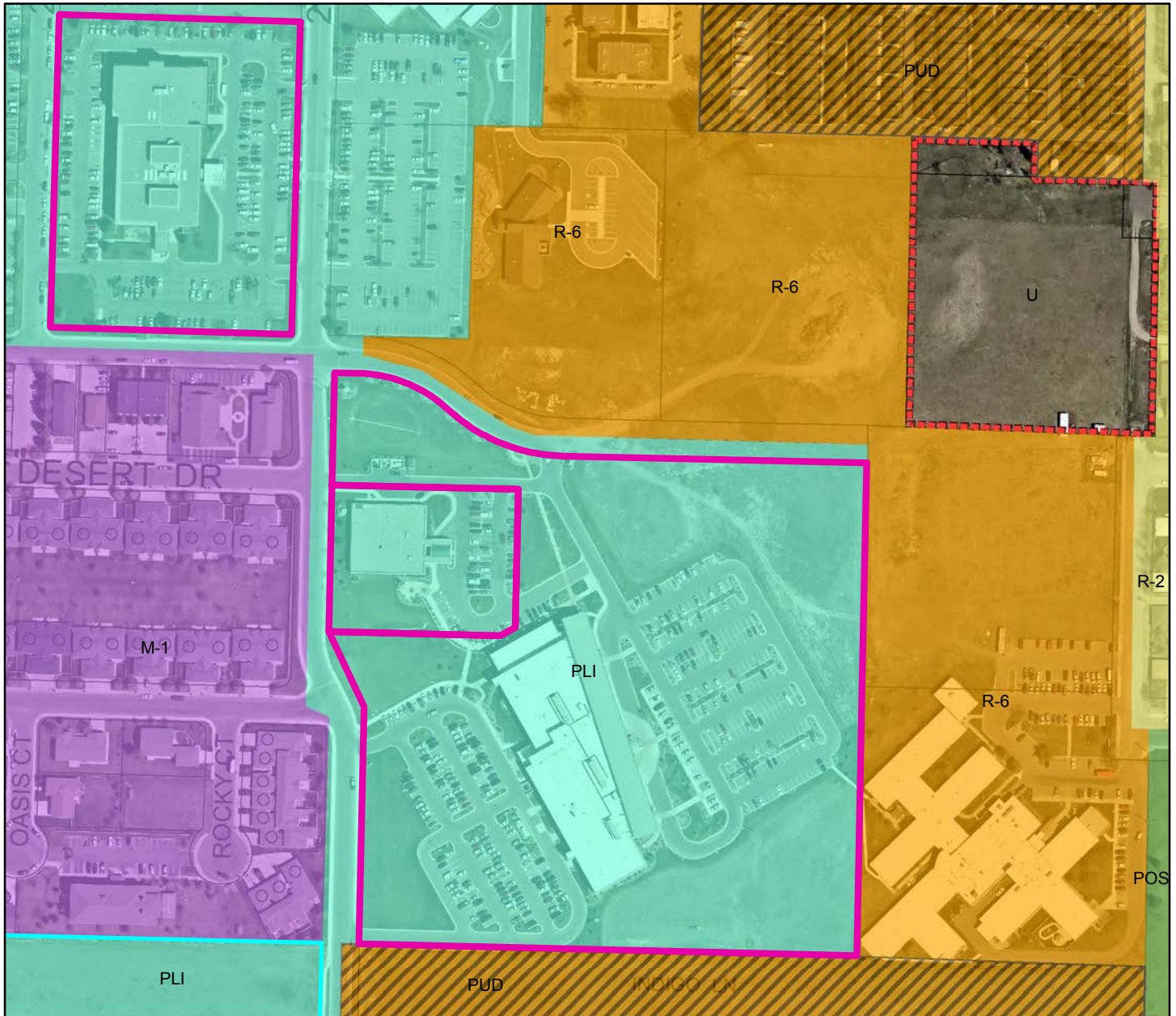
 Subject Properties

 City Limits

 Tracts of Land



# ZONING MAP



- Subject Properties
- City Limits
- Tracts of Land
- R-2 Single-family Medium Density
- R-6 Multi-family High Density
- PUD Planned Unit Development
- M-1 Mixed-use District
- PLI Public Lands and Institutional
- POS Parks and Open Space
- U Unincorporated Enclave



## BASIS OF DECISION AND FINDINGS OF FACT – ZONING MAP AMENDMENT

Lot 1, Block 1 of Great Falls Clinic Addition and Lots 1-B and 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition located in the NW ¼ of Section 17, Township 20 North, Range 4 East, P.M. MT, Cascade County Montana.

### PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls § 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

#### **1. The amendment is consistent with and furthers the intent of the City's growth policy.**

The proposed rezoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project strongly supports the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) support the health priorities of improving access of healthcare; and 2) encourage a balanced mix of land uses throughout the City.

Additional supportive Policies that this project is consistent with include:

#### Social - Healthcare

- Soc1.5.3 Consider the Great Falls Medical District Master Plan, and its boundaries, in City decision making and land use case review.
- Soc1.5.5 Identify, highlight, and promote access to supporting medical infrastructure in the City through coordination, information sharing, asset mapping and other modeling techniques.

#### Physical - Land Use

- Phy4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods.
- Phy4.1.2 Expand neighborhood commercial uses, mixed-use development and local food choices where appropriate.
- Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.
- Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

The Growth Policy identifies that Great Falls embodies balanced, compatible growth, while at the same time encourages infill development and redevelopment.

#### **2. The amendment is consistent with and furthers adopted neighborhood plans, if any.**

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #5. The Owner presented information to Council #5 on September 18, 2017, and the Council voted in favor of supporting the project.

**3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.**

The Great Falls Medical District Master Plan was adopted in order to achieve the vision of collaborating between major medical providers and adjacent property owners, neighborhood councils and the City. By reinvesting in the medical district and creating a vibrant mixed-use district, the district can attract new residents and businesses. The proposed zoning is consistent with several of the implementation initiatives of the master plan including:

- Encourage mixed use development through the Medical District
- Pursue and encourage redevelopment of vacant or properties into complementary businesses or services.

The proposal also meets the economic development-based initiative of establishing a mix of businesses in the Medical District including housing, retail, business and commercial services. This will be achieved by the proposal of the hotel which will provide convenient access to the health care services adjacent to the property.

**4. The code with the amendment is internally consistent.**

The proposed rezoning is within the City limits. The properties to be rezoned are adjacent to M-1 districts, which have mix of office, commercial and residential uses. If approved, this project development would be cohesive to the surrounding M-1 zoning district.

**5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.**

If approved, these properties would have more flexibility for redevelopment in the future as well as allow the zoning needed for the proposed project. Any development within the City limits requires City review, including review of how the development will impact the public health, safety and welfare.

**6. The City has or will have the financial and staffing capability to administer and enforce the amendment.**

Completion of the full project proposal, contingent on rezoning, will have beneficial financial impact for the City due to the creation of the additional lot and development of that lot can be assessed for property taxes. There is adequate staffing to administer and enforce the amendment.

## Principal Uses by District

Use	M-1	PLI	Special Standards
Residence, single-family detached	P	-	
Residence, zero lot line	P	-	17.20.6.020
Residence, two-family	P	-	
Residence, multi-family	P	-	17.20.6.040
Residence, townhouse	P	-	17.20.6.050
Residence, manufactured/factory-built	P	-	17.20.6.060
Retirement home	P	-	
Community residential facility, type I	P	-	
Community residential facility, type II	C	-	
Day care center	P	P	
Emergency shelter	C	C	
Family day care home	P	-	
Group day care home	P	-	
Nursing home	P	P	
Hotel/motel	P	-	
Micro-brewery	C	-	
Restaurant	P	-	
Tavern	C	-	17.20.6.080
General sales	P	-	
Off-site liquor sales	C	-	
Administrative services	P	C	
Financial services	P	-	
Funeral home	P	-	
General services	P	-	
Professional services	P	-	
Veterinary clinic, small animal	P	-	17.20.6.110
Vehicle services	C	-	
Climate controlled indoor storage	P	P	
Mini-storage facility	-	-	17.20.6.130
Indoor entertainment	C	C	
Indoor sports and recreation	C	C	
Outdoor entertainment	-	C	
Park	P	P	
Recreational trail	P	P	

Administrative governmental center	P	P	
Animal shelter	C	C	17.20.6.160
Cemetery	-	P	17.20.6.170
Civic use facility	P	P	
Community center	P	P	
Community cultural facility	P	P	
Community garden	P	P	17.20.6.175
Public safety facility	P	P	
Worship facility	P	-	17.20.6.180
Health care clinic	P	P	
Health care facility	C	P	
Health care sales and services	P	P	
Commercial education facility	P	-	
Educational facility (K—12)	C	P	17.20.6.200
Educational facility (higher education)	C	P	
Instructional facility	P	-	
Concealed facility	P	P	
Unconcealed facility	C	C	
Co-located facility	C	C	
Utility installation	C	C	
Bus transit terminal	C	C	
Heli-pad	C	C	17.20.6.260
Parking lot, principal use	P	P	
Parking structure	P	P	
Taxi cab dispatch terminal	P	-	
Contractor yard, type I	P	-	17.20.6.270
Contractor yard, type II	C	-	17.20.6.280
Artisan shop	P	-	
Light manufacturing and assembly	P	-	17.20.6.300

**Accessory uses by district**

Use	M-1	PLI	Special Standards
Accessory living space	P	P	17.20.7.010
ATM, exterior	P	P	17.20.7.020
Bed and breakfast	P	-	17.20.7.030
Fences	P	P	17.20.7.040

Garage, private	P	P	17.20.7.060
Home occupation	P	P	17.20.7.070
Residence, accessory	P	-	17.20.7.085
Wind-powered electricity systems	P	P	17.20.7.110

**Temporary uses by district (see 17.20.8.010 for Special Standards)**

Use	M-1	PLI	Special Standards
Garage sales	P	P	17.20.8.015
On-site construction office	P	P	17.20.8.030
On-site real estate sales office	P	-	17.20.8.040
Outdoor entertainment, temporary	-	P	
Sidewalk café	P	C	17.20.8.050
Sidewalk food vendor	P	P	17.20.8.060

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 8 of this chapter, as appropriate

**Exhibit 20-4. Development standards for other zoning districts**

	M-1	M-2	C-1	C-2	C-3	C-4	C-5	PLI	GFIA	I-1	I-2
Residential density	500 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Minimum lot size for newly created lots	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet
Minimum lot width for newly created lots	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet	50 feet
Lot proportion for newly created lots (maximum depth to width)	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3:1	3:1
Maximum building height of principal building	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet when within 200 feet to 350 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	65 feet except as follows: 35 feet within 200 feet of an R-1, R-2, R-3 district; 45 feet when within 200 feet to 350 feet of an R-1, R-2, R-3 district; and 65 feet when more than 350 feet from an R-1, R-2, R-3 district	35 feet	65 feet	50 feet	100 feet by right; 101 feet to 160 feet as conditional use	55 feet	100 feet by right; 101 feet to 160 feet as conditional use, except as follows; in the proposed medical district master plan area, 160 feet by right	65 feet	45 feet	none
Maximum building height of accessory building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	n/a	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	35 feet	none



				building	building		building				
Minimum front yard setback of principal and accessory buildings	none	Existing Industrial: 20 feet	15 feet	none	25 feet	none	15 feet	25 feet	25 feet	20 feet	10 feet
Minimum side yard setback of principal and accessory buildings	Commercial: none Residential: 5 feet each side	Commercial: none Residential: 5 feet each side Existing Industrial: 15 feet each side	10 feet each side	10 feet each side	15 feet each side	none	10 feet each side	10 feet each side	none	10 feet each side	10 feet each side, 15 feet when side yard abuts a non-industrial zoning district
Minimum rear yard setback of principal and accessory buildings	10 feet	10 feet	15 feet	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	1/10 of lot depth but not less than 1/10 of building height	1/10 of lot depth but not less than 1/10 of building height	none	5 feet	5 feet
Maximum lot coverage of principal and accessory buildings	Corner lot: 70% Other lots: 65%	Corner lot: 70% Other lots: 65%	Corner lot: 50% Other lots: 40%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	100%	Corner lot: 70% Other lots: 60%	Corner lot: 70% Other lots: 60%	none	Corner lot: 85% Other lots: 70%	Corner lot: 85% Other lots: 70%

(Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

RESOLUTION 10212

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A “HEALTH CARE FACILITY” LAND USE UPON A PARCEL OF LAND ADDRESSED AS 3000 15<sup>TH</sup> AVENUE SOUTH AND LEGALLY DESCRIBED AS LOT 1-A1, BLOCK 1, FIRST ADDITION TO GREAT FALLS CLINIC ADDITION, NW ¼ OF SECTION 17, T20N, R4E, PMM, CASCADE COUNTY, MT.

\* \* \* \* \*

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a “health care facility” land use upon the property legally described as Lot 1-A1, Block 1, First Addition to Great Falls Clinic Addition, NW ¼ Sec. 17, T20N, R4E, PMM, Cascade County, Montana (subject property); and,

WHEREAS, the City Commission adopted Ordinance 3175 on December 5, 2017 rezoning said property to M-1 Mixed-Use District wherein a “health care facility” land use is permitted upon receiving approval of a Conditional Use Permit. The effective date of said ordinance is January 4, 2018; and,

WHEREAS, the proposed Conditional Use Permit for the establishment of a “health care facility” land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on October 17, 2017 to consider said Conditional Use Permit application and, at the conclusion of said hearing, passed a motion recommending a Conditional Use Permit for a “health care facility” land use be granted by the City Commission for the subject property, subject to the following conditions:

CONDITIONS

1. Changes in Use. Conditional Uses are regulated as such because they may, without conditions, have offsite impacts. Therefore, a significant change in the character or intensity of use may void the Conditional Use Permit. Proposed changes should be reviewed with the Administrator, who may require that the Permit be amended following the same public process used for its adoption.
2. Abandonment. If the Conditional Use ceases to operate for more than six (6) months, the Conditional Use Permit is automatically voided; and

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

That a Conditional Use Permit be granted for a “health care facility” land use at the property addressed as 3000 15<sup>th</sup> Avenue South, Great Falls, Montana, and legally described as Lot 1-A1, Block 1, First Addition to Great Falls Clinic Addition, NW ¼ Sec. 17, T20N, R4E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective January 5, 2018.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on December 5, 2017.

---

Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

---

Sara R. Sexe, City Attorney

RESOLUTION 10218

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW A “HEALTH CARE FACILITY” LAND USE UPON A PARCEL OF LAND ADDRESSED AS 1509 29<sup>TH</sup> STREET SOUTH AND LEGALLY DESCRIBED AS LOT 1-B, BLOCK 1, FIRST ADDITION TO GREAT FALLS CLINIC ADDITION, NW ¼ OF SECTION 17, T20N, R4E, PMM, CASCADE COUNTY, MT.

\* \* \* \* \*

WHEREAS, the City of Great Falls has been petitioned to approve a Conditional Use Permit to allow for the establishment of a “health care facility” land use upon the property legally described as Lot 1-B, Block 1, First Addition to Great Falls Clinic Addition, NW ¼ Sec. 17, T20N, R4E, PMM, Cascade County, Montana (subject property); and,

WHEREAS, the City Commission adopted Ordinance 3175 on December 5, 2017 rezoning said property to M-1 Mixed-Use District wherein a “health care facility” land use is permitted upon receiving approval of a Conditional Use Permit. The effective date of said ordinance is January 4, 2018; and,

WHEREAS, the proposed Conditional Use Permit for the establishment of a “health care facility” land use upon the subject property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF) Section 17.16.36.040; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on October 17, 2017 to consider said Conditional Use Permit application, and at the conclusion of said hearing passed a motion recommending a Conditional Use Permit for a “health care facility” land use be granted for the subject property, subject to the following conditions:

CONDITIONS

1. Changes in Use. Conditional Uses are regulated as such because they may, without conditions, have offsite impacts. Therefore, a significant change in the character or intensity of use may void the Conditional Use Permit. Proposed changes should be reviewed with the Administrator, who may require that the Permit be amended following the same public process used for its adoption.
2. Abandonment. If the Conditional Use ceases to operate for more than six (6) months, the Conditional Use Permit is automatically voided.

WHEREAS, the City Commission having allowed for proper public notice, conducted a public hearing to consider said application, and considered the comments and recommendations made by the Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

That a Conditional Use Permit be granted for a “health care facility” land use at the property addressed as 3000 15<sup>th</sup> Avenue South, Great Falls, Montana, and legally described as Lot 1-A1, Block 1, First Addition to Great Falls Clinic Addition, NW ¼ Sec. 17, T20N, R4E, PMM, Cascade County, Montana, conditioned upon the owner complying with the conditions listed herein; and,

BE IT FURTHER RESOLVED BY SAID CITY COMMISSION that this Resolution shall become effective January 5, 2018.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on December 5, 2017.

---

Bob Kelly, Mayor

ATTEST:

---

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

---

Sara R. Sexe, City Attorney

## CONDITIONAL USE PERMIT - BASIS OF DECISION

Concurrent to the rezoning request and minor subdivision, the applicant is requesting the approval of a Conditional Use Permit for Health care facility in the M-1 district.

**1. The zoning and conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.**

The proposed conditional use is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project strongly supports the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) support the health priorities of improving access of healthcare; and 2) encourage a balanced mix of land uses throughout the City. The proposed conditional use is also consistent with the Great Falls Medical District Master Plan. By reinvesting in the medical district and creating a vibrant mixed-use district, the district can attract new residents and businesses.

**2. The establishment, maintenance or operation of the zoning and conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.**

The proposed conditional use is being considered concurrent with a proposed rezone in order to provide lodging to patients and their families who are visiting for medical treatment. If approved, the existing health care facilities require a Conditional Use Permit for the use to be permitted in the M-1 zoning district. These facilities are existing and are currently not detrimental to the health, safety, morals, comfort, or general welfare. In fact, the nature of the facilities, aid in increasing the health and general welfare of the community.

**3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**

The conditional use will not be injurious to the adjacent properties due to the fact that it is an existing facility, and is currently working cohesively with the surrounding properties.

**4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

The proposed project will not impede the normal and ordinary development and improvement of surrounding properties. Adjacent property owners have been notified regarding the project, and City Staff have received no opposition or concern about how the development might affect additional improvements to nearby properties.

**5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.**

The facility is existing and currently has services and infrastructure that meet all City standards.



**6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

The current facilities have existing functioning ingress and egress. The proposed hotel, in conjunction with this conditional use, will share access to the existing sites to help create an overall development.

**7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.**

The proposed project will conform to all the applicable regulations of the Land Development Code.

## FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

Lot 1, Block 1 of Great Falls Clinic Addition and Lots 1-B and 1-A1, Block 1 of the First Addition to Great Falls Clinic Addition located in the NW ¼ of Section 17, Township 20 North, Range 4 East, P.M. MT, Cascade County Montana.

(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

### PRIMARY REVIEW CRITERIA:

**Effect on Agriculture and Agricultural Water User Facilities:** The minor subdivision is located within the City limits and is not currently being used for agricultural purposes. The subject property is a vacant piece of land located in an existing developed area. Thus, the proposed minor subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

**Effect on Local Services:** The lots in the subdivision will extend and connect to City water and sewer mains. The Owner will pay the cost of extending these utility mains. The Owners within the subdivision will pay regular water and sewer charges, and monthly storm drain charges.

The existing properties currently have law enforcement and fire protection service from the City of Great Falls. Providing these services to the subdivision is expected to be a manageable cost to the City and increased tax revenues from improved properties may cover increased costs.

**Effect on the Natural Environment:** The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision will flow to an existing storm system. Modification may be required which the design will be reviewed and approved by the Public Works Department.

**Effect on Wildlife and Wildlife Habitat:** There is existing development to the north, south, east and west, and this is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl. This subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

**Effect on Public Health and Safety:** Based on available information, the subdivision is not subject to abnormal potential natural hazards such as wildfire, avalanches or rockslides; nor potential man-made hazards such as high voltage power lines, high-pressure gas lines, high traffic volumes, or mining activity.

### REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms

to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

**EASEMENT FOR UTILITIES**

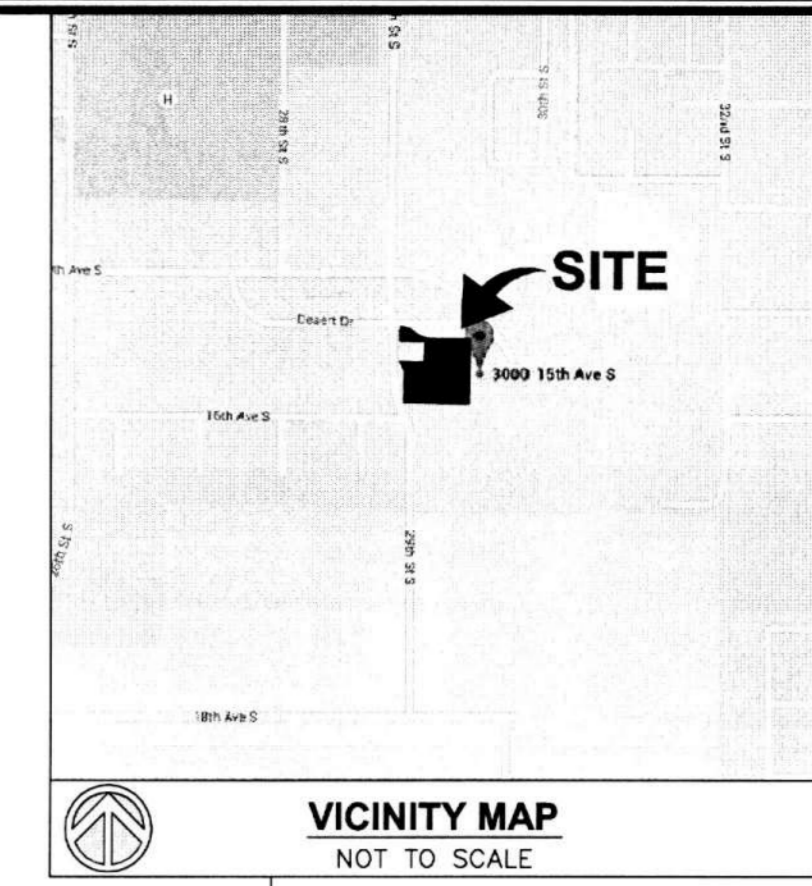
The developer will provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots of the subdivision.

**LEGAL AND PHYSICAL ACCESS**

Legal and physical access to the proposed development will be from 15th Avenue South. This is an existing road and is maintained by the City of Great Falls.

Transforming the Industry  
Real Estate Due Diligence  
Zoning  
Environmental  
Real Support - Title Review

Corporate Headquarters  
4111 Bradley Circle NW  
Canton, Ohio 44718  
Phone: 800-520-1010  
Fax: 330-342-0834  
www.millmanland.com  
landsurveyors@millmanland.com



**SYMBOL LEGEND**

- P/L - Adjoiner Property Line
- - 5/8" Iron Pin w/Cap Set
- - Stamped "28132LS"
- △ - MAG Nail or PK Nail Set
- - Handicap Space
- - No. of Regular Parking Spaces
- - No. of Handicap Parking Spaces
- - Manhole
- - Utility Pole
- - Sign
- - Light Pole
- - Fire Hydrant
- - Water Valve
- - Irrigation Control Valve
- - Telephone Pedestal
- - Storm Manhole
- - Sanitary Manhole
- - Ground Light
- - Electric Box
- - Curb Inlet Basin w/ Grate
- - Catch Basin
- - Gas Meter
- - Mail Box
- - Wall (As Noted)
- X- - Fence (As Noted)
- - Concrete Area
- - No Parking Area
- - Building Area
- - Shaded Easement Area
- - Light Shaded Easement Area
- - Dark Shaded Easement Area

**PLAT OF SUBDIVISION FOR:**

**PHYSICIANS REALTY TRUST**

309 North Water Street  
Suite 500  
Milwaukee, Wisconsin 53202

Great Falls Clinic  
3000 & 3010 15th Avenue South  
City of Great Falls  
County of Cascade  
State of Montana



**NORTH**  
**GRAPHIC SCALE**  
0 60 120  
1 INCH = 60 FT.

**PRELIMINARY FOR REVIEW ONLY**

Surveyor's Seal

Sheet No. **1** of **1**

MSI Project No. 38629  
Prior MSI Project No. 37700  
PC: TL  
PM: TAR Drafter: JLO

**PARCEL A SURVEYOR'S DESCRIPTION:**

Situated in the City of Great Falls, County of Cascade and State of Montana. Known as being a 48,793 square foot parcel of land now or formerly conveyed to Great Falls Clinic Realty, LLP as recorded in Document No. R0285622 of Cascade County Records and being more particularly described as follows:

Commencing at the northeast corner of said parcel conveyed to Great Falls Clinic Realty, LLP and the south right-of-way of 15th Avenue South and an iron pin set; thence, North 88°46'46" West, along said south right-of-way of 15th Avenue South, a distance of 136.49 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set and the Point of Beginning;

Thence, South 00°03'01" West, a distance of 71.62 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set; thence, South 60°33'20" West, a distance of 291.52 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set; thence, North 29°03'20" West, a distance of 160.61 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set to Be Set; thence, North 00°43'20" East, a distance of 81.58 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set to Be Set; thence, South 88°46'46" East, a distance of 330.97 feet to the Point of Beginning and containing 1.120 acres (48,793 square feet) of land, more or less.

**REMAINDER PARCEL SURVEYOR'S DESCRIPTION:**

Situated in the City of Great Falls, County of Cascade and State of Montana. Known as being a 525,468 square foot parcel of land now or formerly conveyed to Great Falls Clinic Realty, LLP as recorded in Document No. R0285622 of Cascade County Records and being more particularly described as follows:

Beginning at the northeast corner of said parcel conveyed to Great Falls Clinic Realty, LLP and the south right-of-way of 15th Avenue South and an iron pin set; thence, South 01°11'17" West, a distance of 793.46 feet to an 1" iron pin; thence, North 88°32'33" West, a distance of 801.60 feet to the east right-of-way of 29th Street South and a 5/8" Iron Rebar w/PC Stamped "LS 15625"; thence, North 01°08'33" East, along said east right-of-way of 29th Street South, a distance of 383.74 feet to a 5/8" Iron Rebar w/PC Stamped "LS 15625"; thence, North 23°36'45" West, along said east right-of-way of 29th Street South, a distance of 132.72 feet to a 5/8" Iron Rebar w/PC Stamped "LS 6013"; thence, North 88°44'07" East, a distance of 276.61 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set; thence, North 60°40'27" East, a distance of 27.18 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set; thence, North 01°15'53" East, a distance of 222.88 feet to a 5/8" Iron Rebar w/PC Stamped "LS 6013"; thence, North 88°44'07" West, a distance of 300.00 feet to said east right-of-way of 29th Street South and a 1" in Concrete; thence, North 01°15'53" East, along said east right-of-way of 29th Street South, a distance of 180.80 feet to the said south right-of-way of 15th Street South and a 5/8" Iron Rebar w/PC Stamped "LS 15625"; thence, South 88°21'22" East, along said south right-of-way of 15th Street South, a distance of 39.01 feet to a 5/8" Iron Rebar w/PC Stamped "LS 15625"; thence, along the arc of a curve to the right, said curve having an arc length of 156.44 feet, a radius of 219.77 feet, a delta angle of 40°47'09", a chord bearing South 67°00'15" East and a chord distance of 153.16 feet to a 5/8" Iron Rebar w/PC Stamped "LS 15625"; thence, along the arc of a curve to the left, said curve having an arc length of 206.01 feet, a radius of 280.00 feet, a delta angle of 42°09'18", a chord bearing South 67°42'07" East and a chord distance of 201.39 feet to a 5/8" Iron Rebar w/PC Stamped "28132LS" Set; thence, South 88°46'46" East, along said south right-of-way of 15th Street South, a distance of 24.58 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set; thence, South 00°43'20" West, a distance of 81.58 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set; thence, South 29°03'20" East, a distance of 160.61 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set; thence, North 60°33'20" East, a distance of 291.52 feet to a 5/8" Iron Pin w/Cap Stamped "28132LS" Set; thence, North 00°03'01" East, a distance of 71.62 feet to said south right-of-way of 15th Avenue South and an iron pin set; thence, South 88°46'46" East, a distance of 136.49 feet to the Point of Beginning.

Less and Excepting Therefrom

That portion of Lot 1-A1 Block 1 of the amended plat of Lot 1, Block 2, First Addition to Great Falls Clinic Addition and Lot 1-A, Block 1 of the amended plat of Blocks 1 and 3, First Addition to Great Falls Clinic Addition, located in the NW Quarter of Section 17, T20N, R4E, P.M.M., City of Great Falls Cascade County, Montana, and being more particularly described as follows:

Beginning at the Southwest corner of said Lot 1-A1; thence South 88°32'33" East along the Southerly boundary of said Lot 1-A1, a distance of 801.60 feet to the Southeast corner of said Lot 1-A1; thence North 15°17'58" West, a distance of 102.26 feet to the true point of beginning; thence South 77°40'30" West, a distance of 132.81 feet; thence South 12°32'27" East, a distance of 4.96 feet; thence South 77°44'45" West, a distance of 144.31 feet; thence North 12°32'27" West a distance of 27.02 feet; thence South 77°27'33" West a distance of 50.00 feet; thence North 12°32'27" West, a distance of 49.10 feet; thence North 29°19'27" West, a distance of 37.13 feet to the exterior building wall of the existing Great Falls Clinic Specialty Facility; thence North 60°39'54" East along said exterior building wall, a distance of 4.03 feet; thence North 29°19'27" West along said exterior building wall, a distance of 4.03 feet; thence North 61°19'08" East, a distance of 1.94 feet; thence South 27°34'59" East, a distance of 16.67 feet; thence North 77°27'33" East, a distance of 96.71 feet; thence North 12°15'23" West, a distance of 10.42 feet; thence North 77°18'03" East, a distance of 32.60 feet; thence South 12°32'27" East, a distance of 24.10 feet; thence South 77°27'33" West, a distance of 23.00 feet; thence South 12°32'27" East, a distance of 41.44 feet; thence North 77°15'37" East, a distance of 23.00 feet; thence South 12°32'27" East, a distance of 44.68 feet to the true point of beginning.

Described property containing 12.063 acres (525,468 square feet) of land, more or less.

**BASIS OF BEARING:**

The basis for all bearings shown hereon is the referenced line of subject property or right-of-way, assumed as being N 88°32'33" W, and is used to denote angles only.

**Certificate of Treasurer:**

I, \_\_\_\_\_, Treasurer of Cascade County, Montana do hereby certify that I have examined the records covering the areas included in Plat of Subdivision For: Physicians Realty Trust, located in the City of Great Falls, Cascade County, Montana, and find that the taxes in same have been paid for the past five years.  
Tax Parcel # \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
\_\_\_\_\_  
County Treasurer, Cascade County, Montana

**Certificate of Public Works:**

I, \_\_\_\_\_, Public Works Director of the City of Great Falls, Cascade County, Montana do hereby certify that I have examined the accompanying Plat and the survey it represents and I find that the same conforms to the regulations governing the platting of lands and to presently adjacent land, as near as circumstances will permit and I hereby approve the same.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
\_\_\_\_\_  
Public Works Director

**Certificate of Surveyor:**

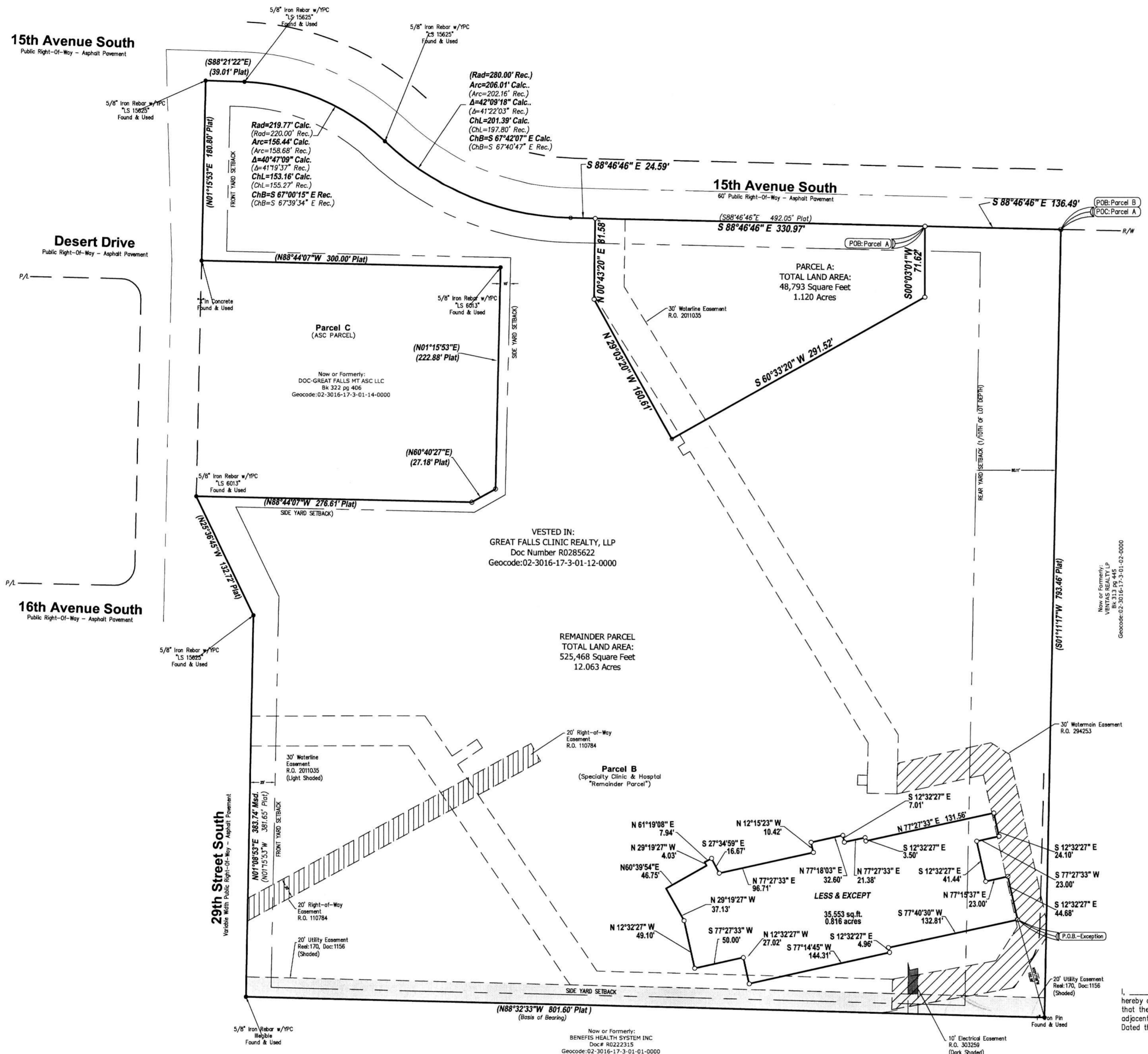
I, Anthony Knievel, a Licensed Professional Land Surveyor, do hereby certify that I performed the survey shown on the attached Plat of Subdivision For: Physicians Realty Trust, located in the City of Great Falls, Cascade County, Montana, that said survey is true and complete as shown, and that the monuments found and set are of the character and occupy the positions shown thereon.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017  
\_\_\_\_\_  
Anthony Knievel, Montana License No. 28132LS

**Certificate of Great Falls Planning Advisory Board:**

We, the undersigned, \_\_\_\_\_, President, Great Falls Planning Advisory Board, and \_\_\_\_\_, Secretary of said Great Falls Planning Advisory Board, do hereby certify that the accompanying Plat of Subdivision For: Physicians Realty Trust, located in the City of Great Falls, Cascade County, Montana, has been submitted to the Great Falls Planning Advisory Board of Great Falls, Cascade County, Montana, for examination by them and was approved at a meeting held on \_\_\_\_\_ day of \_\_\_\_\_, 2017  
\_\_\_\_\_  
President, Great Falls Planning Advisory Board  
\_\_\_\_\_  
Secretary, Great Falls Planning Advisory Board

**REVISION HISTORY**

BY:	DATE:	COMMENT:
TAR	03/10/2016	PARCEL A ADJUSTED
TAR	08/03/2016	PROPOSED PARKING ADDED
RBR	03/21/2017	CLIENT COMMENTS
CA	03/22/2017	SURVEYOR COMMENTS
RBR	03/23/2017	SURVEYOR COMMENTS
CA	04/03/2017	APPROVAL CLAUSES ADDED
TAR	05/24/2017	BOUNDARY ADJUSTED



**Certificate of Final Plat Approval:**

The City Commission of the City of Great Falls, Cascade County, Montana does hereby certify that it has examined this Amended Plat and, having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated as such use, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By \_\_\_\_\_, City Manager

**Certificate of Dispensing with Park or Playground:**

I, \_\_\_\_\_, City Manager of the City of Great Falls, Cascade County, Montana do hereby certify that the City Commission of the City of Great Falls, Cascade County, Montana, found that no cash donation or dedication of any park or playground is required in the Plat of Subdivision For: Physicians Realty Trust, located in the City of Great Falls, Cascade County, Montana in accordance with Section 76-3-62(3), M.C.A.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
City Manager

**Certificate that adequate storm water drainage and adequate municipal facilities will be provided:**

I, \_\_\_\_\_, City Manager of the City of Great Falls, Cascade County, Montana do hereby certify that adequate storm water drainage and adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the above described property, namely the said facilities of the City of Great Falls, Cascade County, Montana, and this certificate is made pursuant to section 76-4-127, M.S.A., and under the provisions of 76-4-125(2)(d), M.C.A., permitting the Clerk and Recorder of Cascade County, Montana to record the accompanying plat.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
City Manager

**Great Falls Clinic Legacy Foundation  
Patient Housing – PRELIMINARY PROJECT PROGRAM**

**August 1, 2017**

**Summary:** The Great Falls Clinic Foundation intends to develop a patient housing unit, to offer lodging to patients and their families who are visiting Great Falls to receive medical treatment. The design is in the conceptual stage only at this time, and subject to further development, budgeting, and finalization of funding. A conceptual rendering has been developed by the architect, as well as a preliminary space program to bracket the maximum facility size. Floor plans and site plans have not been developed at this time. The architect has reviewed the general size, shape and square footage of the area identified for development to check whether it is sufficient to accommodate a building of the square footage currently anticipated, as well as the required parking, and has determined that the identified area is sufficient in size.

At this time, the project has been conceptualized to include the following;

**12 Patient Guest Rooms, Approximately 450 SF each**

- Double Queen Rooms, and Single King Suites
- 6 Main level rooms
- 6 Second level rooms (2<sup>nd</sup> level provided with elevator access)
- Double Queen Rooms and Single King Suites all include;
  - Kitchenette with refrigerator, sink, coffee maker, and microwave
  - Work desk area with full connectivity (desk level plugs, high speed internet.)
  - Other standard hotel amenities (Bedding, Restrooms, Flat screen TV, storage closet with safe, hair dryer, iron, ironing board, telephone, A/C)

**Common Amenities**

- Entry Atrium featuring donor recognition area
- Self-serve “continental breakfast” area
- Business Center (1 room with computers and printers)
- Meeting Rooms (1 or 2)
- Lounge (Common “living room”)
- Exterior landscape terrace with fire pit
- Self-serve Laundry
- Check-in area *(yet to be fully defined. Discussed that guests might pick up a key card and instructions at one of the other GFC buildings. TBD whether facility will be staffed by day and/or night, in terms of any check-in, housekeeping, security folks.)*

**Support Areas**

- Housekeeping/Supply area
- Mechanical/ electrical room
- Two enclosed stairways (and possibly one additional open stairway at center entry atrium.)
- One elevator

**Preliminary Building Square Footage Projections**

Main Floor:	7500 SF
Second Floor:	4500 SF
Total	12,000 SF

**Parking:** 14 new parking stalls will be required for the patient housing project per requirements of Great Falls LUC (1 per each patient housing unit plus 2 staff on shift. Of the 14 new stalls, 1 will be accessible.)



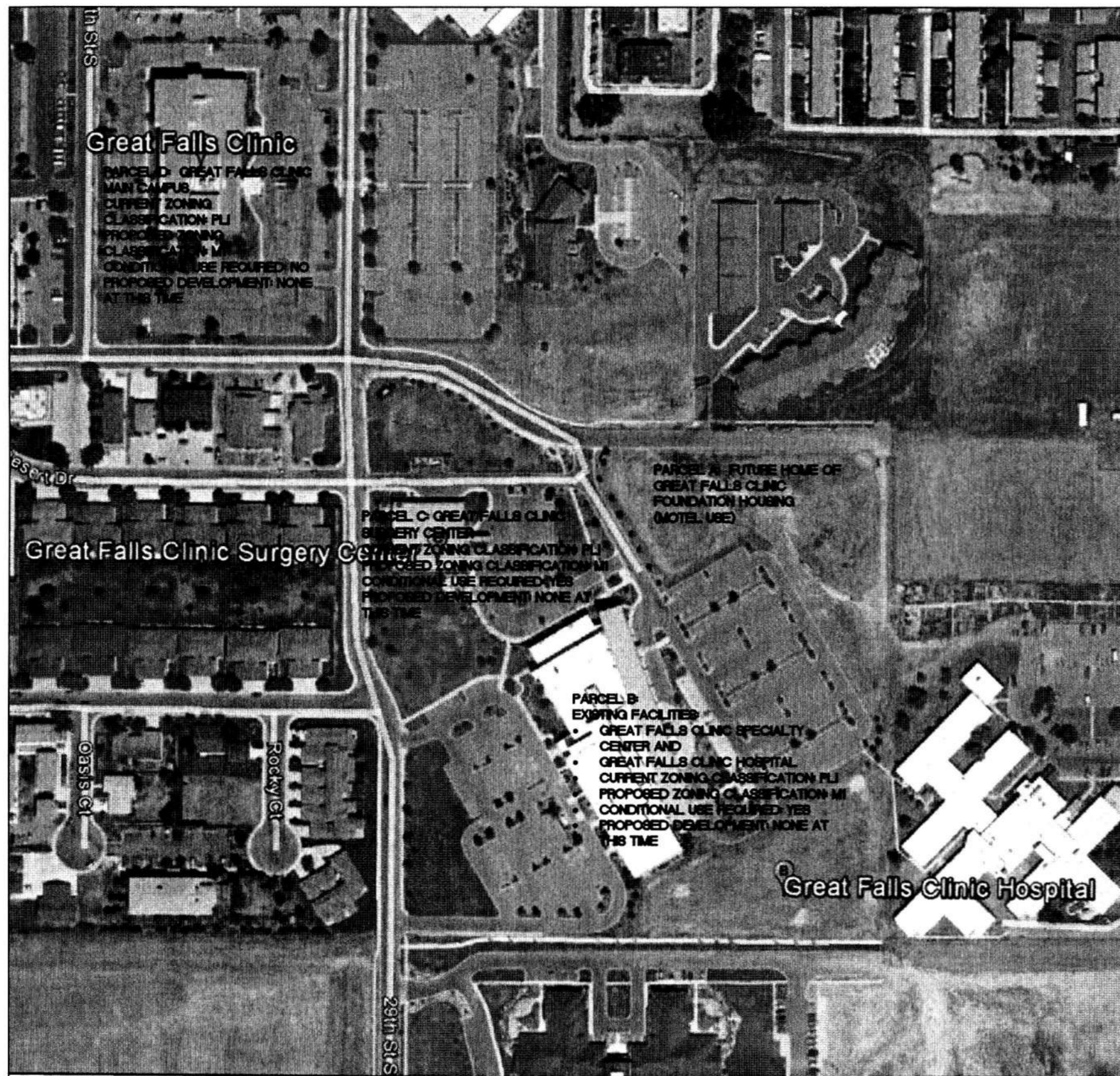
Existing Parking				
Location	Std Stalls	Accessible	Total	
West Lot	153	8	161	Currently primarily used for staff
North Lot	62	4	66	Between Specialty and ASC
Primary East Lot	169	38	207	Incl. modifications constructed with hospital
NE Lot Expansion	101	0	101	Added after original hospital construction
East Hospital MD Pkg	7	0	7	
ER Walk-in Parking	2	2	4	
Subtotal	494	52	546	
Current Parking Required				
Location	Std Stalls	Accessible	Total	
Specialty Center	342	8	350	Per 2004 Annex agreement, 3.5 per 1000 SF
Surgery Center	57	3	60	By current LUC: 1 per 250 SF / 15,000 SF
Existing Hospital	66	3	69	19 beds, 50 staff per shift max
Subtotal	465	14	479	
Current Net Overage				
	Std Stalls	Accessible	Total	
	29	38	67	
Future anticipated development				
Location	Std Stalls	Accessible	Total	
Future Patient Housing	13	1		12 Patient units plus 2 staff per shift
Hospital Expansion	57	3		Add 20 beds, Add 40 staff
Subtotal	70	4	74	
Net new stalls required (Current Net Overage - Future anticipated needs)				
Location	Std Stalls	Accessible	Total	
Hospital Expansion	28	-35		Applies current overages to hospital. Existing accessible count exceeds requirements
Future Patient Housing	13	1		Patient housing to build 14 dedicated stalls
Subtotal new required	41	1	42	

When Patient housing is constructed, 14 standard stalls and 1 accessible stall will be constructed on it's parcel  
 When hospital is expanded, 28 additional standard stalls will be constructed west of the Specialty Center

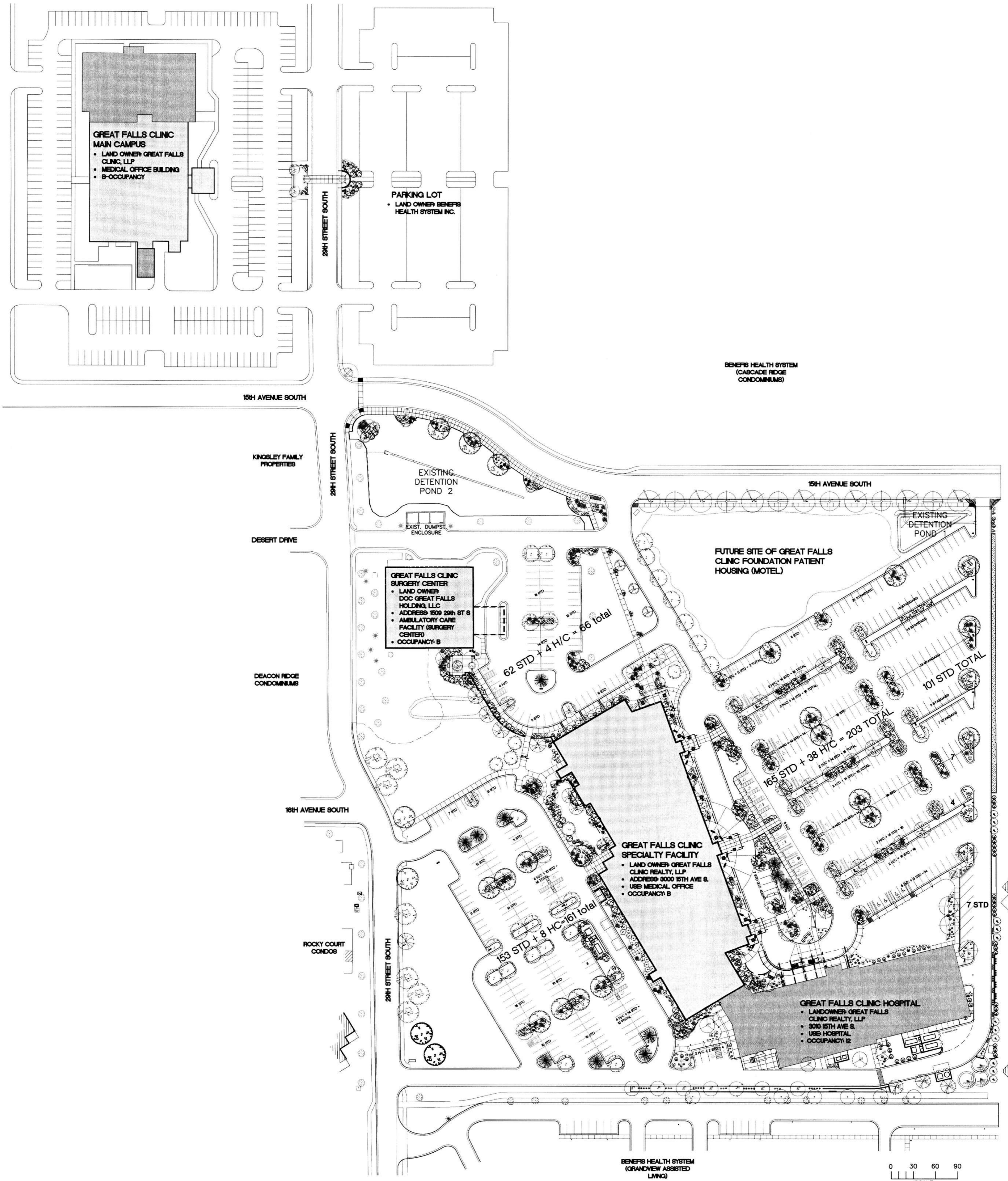








**A** AERIAL IMAGE  
 SCALE: NTS



**1** MASTER SITE PLAN  
 SCALE: NTS.

NO.	REVISION	DATE

NO.	ISSUED	DATE

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. IT HAS BEEN PREPARED SPECIFICALLY FOR THIS SITE AND IS NOT TO BE USED FOR ANY OTHER PURPOSE, LOCATION, OR OWNER WITHOUT WRITTEN CONSENT OF THE ARCHITECT.

© 2011 L'HEUREUX, PAGE, WERNER, PC

DRAWN BY: DJC  
 CHECKED BY: DJC  
 DATE: 08.01.17  
 PROJECT NUMBER: 16-019  
 SHEET NUMBER: SP1.0



**Item:** Public Hearing - Ordinance 3176 to rezone the property legally described as The Great Falls Water Power and Townsite Company's First Addition, Block 405, Lots 8-14, located in the NE 1/4 Section 12, Township 20 North, Range 3 East, PM, City of Great Falls, Cascade County, MT; from R-3 Single-family High Density to PUD Planned Unit Development.; and Preliminary Plat approval to allow a Major Subdivision for ten single-family home lots, four townhome lots, and one common lot for a project known as Beargrass Village.

**From:** Erin Borland, Planner II, Planning and Community Development

**Initiated By:** NWGF Beargrass Village, LLC, Owner

**Presented By:** Craig Raymond, Director, Planning and Community Development

**Action Requested:** City Commission adopt Ordinance 3176 and approve the preliminary plat for the Beargrass Village PUD and the accompanying Findings of Fact.

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**Public Hearing:**

1. Mayor conducts public hearing, calling three times each for proponents and opponents.
2. Mayor closes public hearing and asks the will of the Commission.

**Suggested Motion:**

Commissioner moves:

I. "I move that the City Commission (adopt/deny) Ordinance 3176 and the accompanying Findings of Fact."

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

and;

II. "I move that the City Commission (approve/deny) the preliminary plat of the Beargrass Village subdivision and the accompanying Findings of Fact."

Mayor requests a second to the motion, Commission discussion, and calls for the vote.

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**Staff Recommendation:**

Staff recommends approval of the rezone and preliminary plat for the major subdivision of the subject property, subject to the fulfillment of the Conditions of Approval as recommended by the Planning Advisory Board/Zoning Commission.

**Summary:**

**Overall Project Description:**

The applicant is proposing to develop the first pocket neighborhood in Great Falls on a ±1.21 acre parcel located at the northwest corner of 3rd Avenue South and 14th Street South. The proposal includes ten single family homes and two, 2-unit townhomes for a total of 14 residential units. The subject property was previously occupied by Kranz Floral, but it now sits vacant due to the demolition of the previous buildings.

Ordinance 3176

The property is currently zoned R-3 Single-family high density and is proposed to be rezoned to Planned Unit Development (PUD). The usage of the PUD zoning approach is being requested due to the unique nature of the proposed pocket neighborhood with small lot sizes and shared parking and common space. The PUD will result in a cluster of single-family units all connected by pedestrian walkways and a central courtyard that will provide daily gathering space for residents.

Preliminary Plat

The applicant is also requesting a major subdivision to the Amended Plat of The Great Falls Water Power and Townsite Company's First Addition, Block 405, Lots 8-14 to create fifteen lots from the existing seven lots.

At the conclusion of a public hearing held on October 10, 2017, the Planning Advisory/Zoning Commission recommended the City Commission approve the rezone request from R-3 Single-family high density to PUD Planned Unit Development and preliminary plat for the major subdivision with the following conditions.

**Conditions of Approval for Amended Plat and Planned Unit Development:**

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Amended Plat.** Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
3. **Utilities.** The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval.
4. **Land Use & Zoning.** Except as provided herein, development of the property shall be consistent with the allowed uses and specific development standards for this PUD Planned Unit Development district designation.
5. **Subsequent modifications and additions.** If after establishment of the PUD, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the finding for

one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such a proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

**6. Building Elevations on 3rd Avenue South.** The elevations for the single-family homes proposed for construction on the north side of 3rd Avenue South shall be consistent with the submitted rendering provided to the Planning Advisory Board and contain architectural features such as picture windows, gabled roofs, entry doors, and porch/patio features.

Ordinance 3176 to rezone the subject property to PUD Planned Unit Development upon City Commission approval was accepted by the City Commission on first reading on November 7, 2017.

Notice of Public Hearing before the City Commission for the rezoning and the preliminary plat was published in the *Great Falls Tribune* on November 19, 2017. To date, Staff has received two phone calls from neighbors living on the south side of 3rd Avenue South expressing concerns with the potential loss of existing on-street parking and vehicles speeding on 13th Street South. Staff has relayed these concerns to the applicant.

**Background:**

**Planned Unit Development Request:**

The subject property is currently zoned R-3 Single-family high density. The Owner is requesting that the subject property be subdivided and rezoned from the R-3 district to PUD. The use of the PUD zoning district allows for this mixed residential development to be established, per OCCGF §17.20.2.040 *Establishment and purpose of districts*, which states:

“A Planned Unit Development district is a special type of zoning district that is proposed by the developer to account for a desired mix of uses. Each district is unique and therefore has its own set of development standards which are documented in the approval.”

The Beargrass Village PUD proposes development standards that will be applied to the development as a whole and also to each lot. These proposed standards drive the design concepts for the development. The standards proposed for the overall design include specifications for the landscaping of the site, standards required for the common open space courtyard, and standards for low impact development stormwater features on the property. The per-lot standards include specifications that vary from the existing R-3 zoning including a mix of housing types allowed without a Conditional Use Permit, smaller minimum lot size, reduced lot width, different depth to width ratio, reduced setbacks, and more intense lot coverage. Full development standards can be found in the attached submittal.

The basis for decision on Planned Unit Development requests is listed in OCCGF §17.16.29.050. The recommendation of the Planning Advisory Board/Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as *Basis – Zoning Map Amendment*.

**Preliminary Plat Request:**

Concurrent to the rezoning request, the applicant is also requesting a major subdivision to create fifteen lots. Lots shown on the attached draft preliminary amended plat range in size from ±1,856 square feet to ±2,681 square feet, with the common lot shown at ±19,193 square feet.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the

subdivision application, preliminary plat, applicable environmental assessment, public hearing, Planning Board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608 (3)MCA, which are attached as *Findings of Fact – Subdivision*.

**Improvements:**

Sidewalks and Boulevards: Boulevard style sidewalks will be installed along 13th Street South and 3rd Avenue South. The existing curbside sidewalk will remain along 14th Street South. The applicant is also proposing a private sidewalk network to promote a walkable neighborhood. Additionally, the boulevard along 3rd Avenue South will be restored to grass.

Traffic Analysis: According to the ITE Trip Generation Manual (9th Edition), a single family residence can generate, on average, 9.52 trips per unit on a weekday. Currently, the subject property is platted to allow seven single family home lots. If all seven were developed, this would generate an average of 67 weekday trips. The proposed PUD would construct 14 dwelling units. For this mixed residential PUD, fewer trips are typically generated – 7.5 trips per unit on a weekday, which equates to about 105 trips. The difference between the trips generated by the current zoning designation and the proposed PUD development would be 38 trips. Distributed over a 24 hour period, this amount of traffic would be almost unnoticeable. Therefore, the proposed PUD development would have little measurable effect upon the existing street network. Staff also believes that the nature of the proposal's target market and location near downtown will promote more walking and bicycle trips than typical.

Parking: The applicant is proposing 10 garages, one for each single-family unit, that will be located on the common lot. The two proposed 2-unit townhomes will contain attached garages. This will provide 1 parking space per dwelling unit. This proposal varies from the OCCGF requirement of 2 parking spaces per dwelling unit. Staff believes that the nature of the development and the available on-street parking will not cause negative impacts.

Utilities: The Owner is responsible for the installation of all public utilities in order to serve the proposed subdivision. The on-site improvements required for the development of the subject property shall be installed as shown on the final construction plans that are submitted to and approved by the Public Works Department. The on-site improvements shall include everything required to provide water, sanitary sewer, stormwater management, and private utilities.

Stormwater Management: The applicant is proposing to incorporate innovative stormwater management into the design of the site. Several low impact development facilities such as biofiltration swales, bioretention, deep sump inlets, and extended detention ponds will be proposed for the site. A Stormwater Management Plan shall be developed to City standards and submitted to the City Public Works Department for review and approval prior to issuance of building permits.

Neighborhood Council Input: The subject property is located in Neighborhood Council #9. The Owner presented information to Council #9 on September 14, 2017, and the Council voted in favor of the project.

Design Review Board Input: Because the proposed project concept of a pocket neighborhood is new to the community, staff felt that it would be beneficial to have the Design Review Board review the project prior to coming forward to the Planning Advisory Board/Zoning Commission. Staff tasked the Design Review Board to give input on the overall design concept and standards in order to provide feedback to

the Planning Advisory Board/Zoning Commission. After discussion of the project, the Design Review Board provided several recommendations for the development. The minutes from the September 11, 2017, meeting have been included.

**Fiscal Impact:**

Services will be provided by the City, and the cost of infrastructure improvements will be borne by the Owner. The rezone request and amended plat provide for a seven unit increase in density, which increases the City's tax base and increases revenue.

**Alternatives:**

If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute.

**Concurrences:**

Representatives from the City's Public Works, Police, and Fire Departments have been involved throughout the review and approval process for this project, and will continue throughout the permit approval process.

ATTACHMENTS:

- ▢ Ordinance 3176
- ▢ Ordinance 3176 Attachment A
- ▢ Aerial Map
- ▢ Zoning Map
- ▢ Site Photos (Provided by the Applicant)
- ▢ Basis of Decision - Planned Unit Development - Findings of Fact
- ▢ PUD Proposal
- ▢ Conceptual Site Plan
- ▢ Conceptual 3rd Ave S Elevation
- ▢ Development Renderings
- ▢ Pocket Neighborhood Information (Provided by the Applicant)
- ▢ Findings of Fact - Subdivision
- ▢ Draft Preliminary Amended Plat
- ▢ Minutes from Design Review Board, September 11, 2017

**ORDINANCE 3176**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE PROPERTY LEGALLY DESCRIBED AS: THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION, BLOCK 405, LOTS 8-14 LOCATED IN THE NE1/4 OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M. CASCADE COUNTY, MONTANA, FROM R-3 SINGLE-FAMILY HIGH DENSITY TO PUD PLANNED UNIT DEVELOPMENT DISTRICT**

\* \* \* \* \*

**WHEREAS**, the subject property located on the northwest corner of 3rd Avenue South and 14th Street South is presently zoned R-3 Single-family high density; and

**WHEREAS**, the property owner, NWGF Beargrass Village, LLC, has petitioned the City of Great Falls to rezone said properties to PUD Planned Unit Development district; and

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on October 10, 2017, to consider said rezoning from R-3 Single-family high density residential district to PUD Planned Unit Development district and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the property legally described The Great Falls Water Power and Townsite Company's First Addition, Block 405, Lots 8-14, located in the NE 1/4 Section 12, Township 20 North, Range 3 East, P.M., City of Great Falls, Cascade County, Montana; and,

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 5th day of December, 2017, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.29.050, and that the said rezoning designation be made.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.29.050 of the OCCGF.

Section 2. That the property legally described as: The Great Falls Water Power and Townsite Company's First Addition, Block 405, Lots 8-14, located in the NE 1/4 Section 12, Township 20 North, Range 3 East, P.M., City of Great Falls, Cascade County, Montana, be rezoned to PUD Planned Unit Development district, subject to the setbacks, and other development standards attached hereto as Attachment A, and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading November 7, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 5, 2017.

---

Bob Kelly, Mayor

ATTEST:

---

Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

---

Joseph P. Cik, Assistant City Attorney



State of Montana    )  
County of Cascade  : ss  
City of Great Falls )

I, Darcy Dea, Deputy City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3176 on the Great Falls Civic Center posting board and the Great Falls City website.

---

Darcy Dea, Deputy City Clerk

(CITY SEAL)

**Attachment A**

<b>Per Lot Development Standards</b>	
<b>Standard</b>	<b>Proposed PUD</b>
<b>List of Uses</b>	
Principle Uses (Allowable uses within the district)	Residence single-family, residence townhome(limited to 2 units per bldg.), family day care home, and community garden
Conditional Uses	None
Accessory Uses	Fences, Carports, Garage (private), Home Occupation, solar panels
Temporary Uses	Garage Sales, on-site construction office, onsite real estate sales office
<b>Development Standards</b>	
Minimum lot size for newly created lots	1,800 sq. feet
Minimum lot width for newly created lots	30 feet
Lot proportion for newly created lots (maximum depth to width)	1:1 (Ratio does not affect common lot)
Maximum building height of principal building	35 feet
Maximum building height of detached private garage	24 feet, but may not be higher than the uppermost elevation of the principal building
Maximum building height of other accessory buildings	12 feet
Minimum front yard setback	2 feet (Patio, deck and/or porch can be on the property line)
Minimum side yard setback	3 feet
Minimum rear yard setback	3 feet
Maximum lot coverage of principal and accessory buildings	70%
Foundation Planting Requirements	At least 50% of the frontage (primary entry side) of a building shall be occupied by a foundation planting bed(s) & at least 25% of the frontage the building that faces a public right-of-way shall be occupied by a

	<p>foundation planting bed(s). The planting beds shall be at least 4 feet wide, mulched, &amp; contain a mix of vegetation types (annual flowers, perennial flowers, ground cover and shrubs). The planting beds shall include seventy-five (75) percent plant coverage at plant's full maturity. If the geotechnical report recommends a no planting zone for a certain distance from the foundation, foundation planting requirements shall not apply.</p>
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For items not specifically listed within the Beargrass Village PUD development standards, the Great Falls Land Development Code shall apply.

Common Area Lot Standards For Landscaping

- A. A minimum of seventy percent (70%) of the Net Lot Area must be green/landscaped.
- B. The one (1) canopy tree per lot requirement will be met by planting fourteen (14) trees within the Common Area Lot.

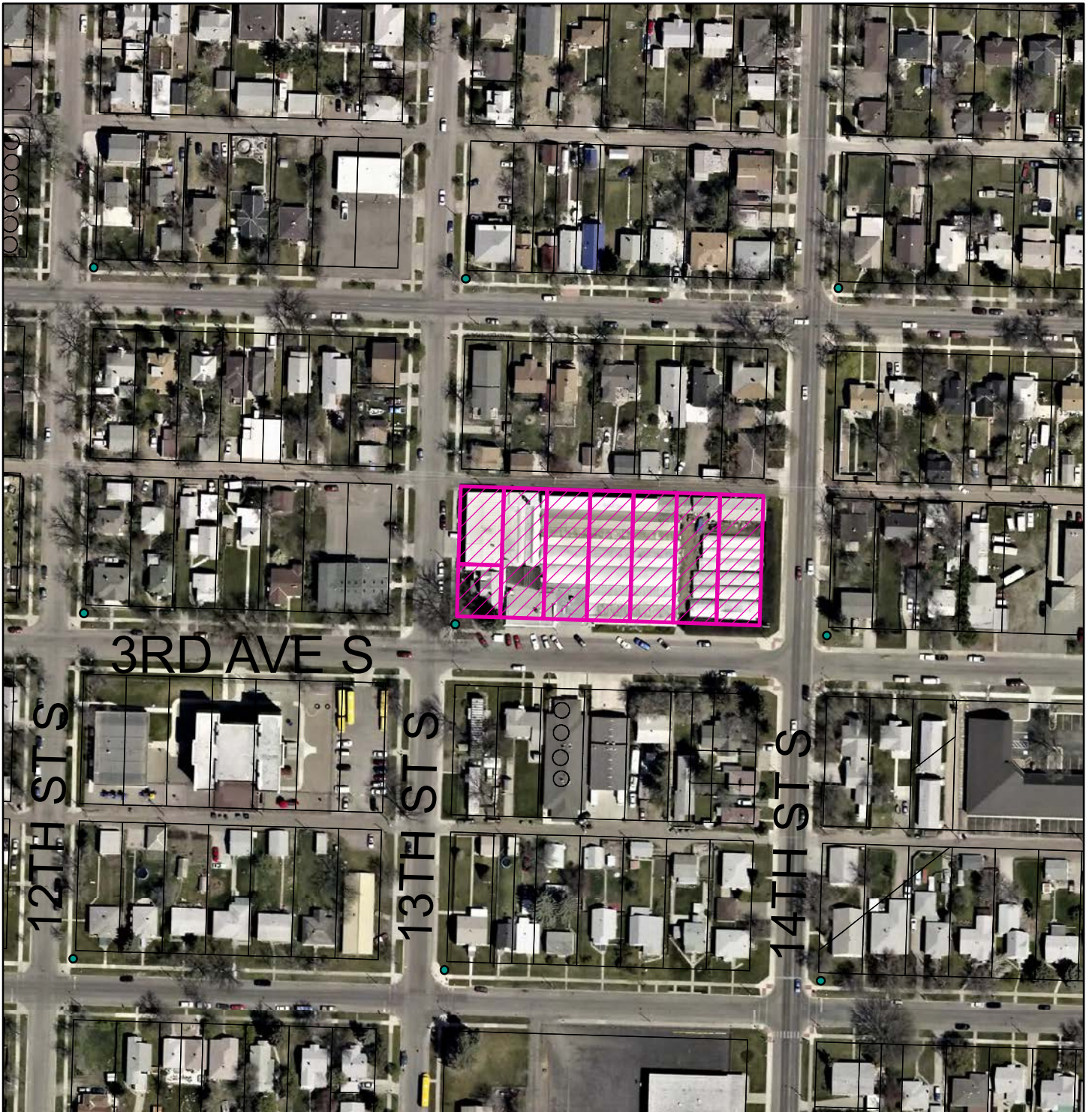
Neighborhood Center

The Beargrass Village neighborhood includes a central community area, which will function as a central gathering space for residents.

Parking

There are 10 private garages for the single-family homes and 4 attached garages for the townhomes.

# AERIAL MAP



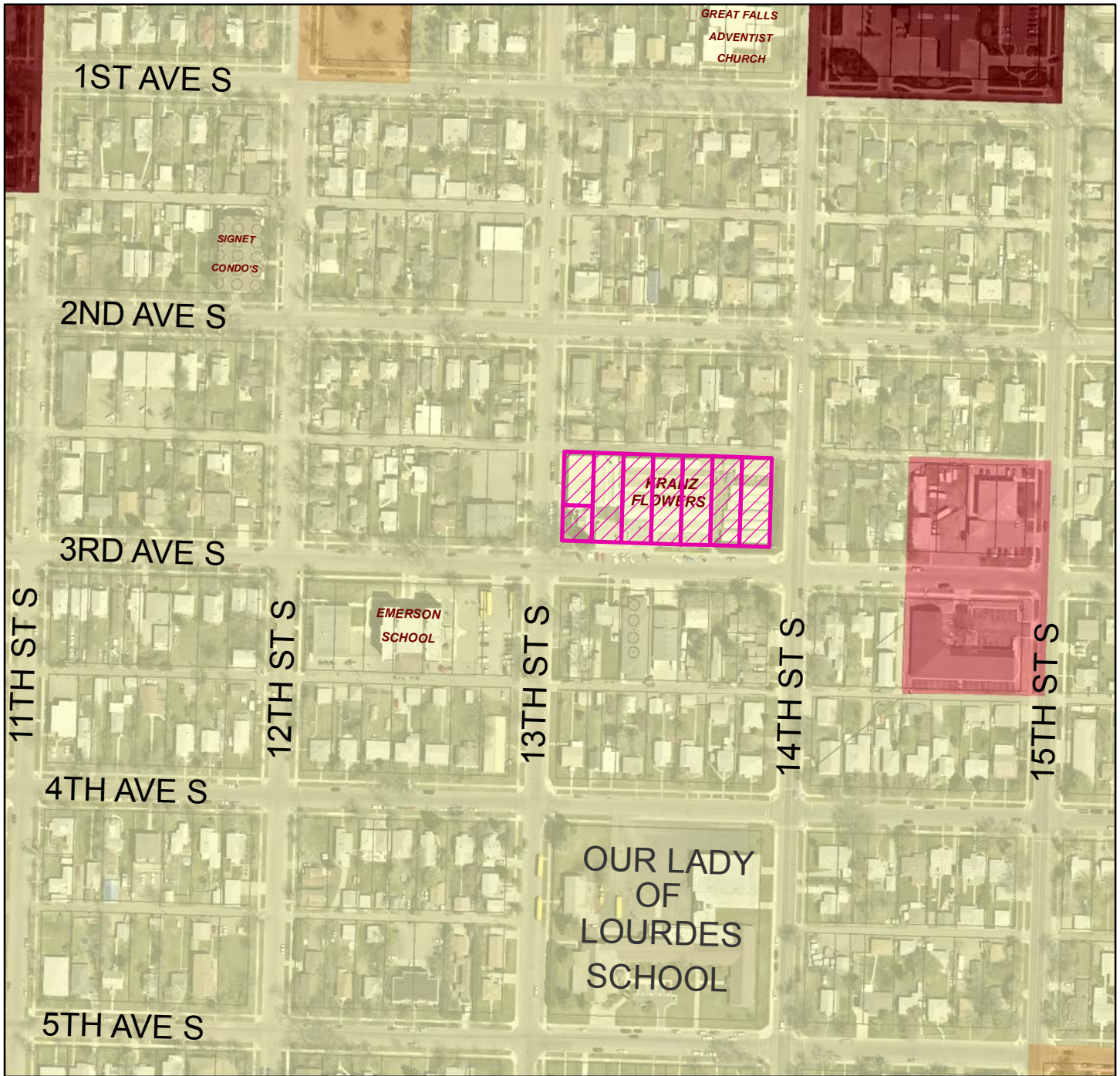
 Subject Properties

 City Limits

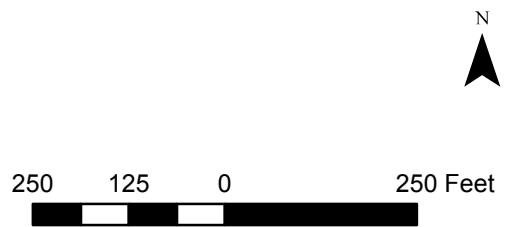
 Tracts of Land



# ZONING MAP



- Subject Property
- City Limits
- Extension of 13th Ave S
- East Ridge Addn Phase 5
- Tracts of Land
- R-3 Single-family High Density
- R-5 Multi-family Medium Density
- C-1 Neighborhood Commercial
- C-5 Central Business Periphery











## BASIS OF DECISION – PLANNED UNIT DEVELOPMENT

Amended Plat of The Great Falls Water Power and Townsite Company's First Addition, Block 405, Lots 8-14, located in the NE 1/4 of Section 12, Township 20 North, Range 3 East, PM, City of Great Falls, Cascade County, MT

### PRIMARY REVIEW CRITERIA:

The basis for decision on planned unit developments is listed in Official Code of the City of Great Falls § 17.16.29.050 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

#### **1. The development project is consistent with the City's growth policy;**

The proposed rezoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is strongly supported by the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) encourage a diverse, safe and affordable supply of housing in the City; 2) enhance the urban built environment by promoting infill and redevelopment in the City; and 3) encourage a balanced mix of land uses throughout the City.

Additional Policies that this project is consistent with include:

#### Social - Housing

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the city.
- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes and assisted living facilities.
- Soc1.4.3 Encourage, promote and support adequate and affordable home ownership in the City.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.
- Soc1.4.13 Protect the character, livability and affordability of existing neighborhoods by ensuring that infill development is compatible with existing neighborhoods.

#### Environmental - Urban Form

- ENV2.3.1 In order to maximize existing infrastructure, identify underutilized parcels and areas with infill potential as candidates for redevelopment in the City.

#### Physical - Land Use

- Phy4.1.1 Promote and incentivize infill development that is compatible with the scale and character of established neighborhoods.
- Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.
- Phy4.1.4 Foster the development of safe, walkable, neighborhoods with a mix of uses and diversity of housing types.
- Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.

The Growth Policy identifies that the City needs balanced, compatible growth, while at the same time sets the task to review the zoning districts in which townhomes are permitted in

order to expand this use, either by allowing it in more zoning districts or improving the review standards so as to make it more suitable for other zoning districts. In this case, incorporating four townhomes units with stringent PUD requirements is actually a better approach.

**2. The development project is consistent with applicable neighborhood plans, if any;**

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #9. The Owner presented information to Council #9 on September 14, 2017, and the Council voted in favor of the project.

**3. The establishment, maintenance, or operation of the development project will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare;**

Any development within the City limits requires a review of how the development will impact the public health, safety and welfare. It is not anticipated that the proposed PUD will have any negative impact. The proposed project will be heavily landscaped beyond typical subdivisions. Public health issues have been addressed through the provision of City utilities. Public safety will be improved by the redevelopment of this vacant lot into a contributing portion of the surrounding neighborhood.

**4. The development project will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;**

The proposed PUD provides housing options between single-family houses and 2-unit townhomes. Even though the project does increase the density of lots, the development will fit in with the context of the neighborhood based on the mix of single-family and multi-family structures adjacent to the property. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood. New sidewalks will be constructed landscaped boulevards will be added, and compatibly scaled homes will improve the vacant property.

**5. The development project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;**

The proposed PUD is located in an existing residential subdivision that is developed to the north, south, east and west with single-family and multi-family residential units. Therefore the proposed PUD is not anticipated to impede on the normal and orderly development and improvement of the surrounding property for uses permitted.

**6. The proposed design of the building and other structures are compatible with the desired character of the neighborhood;**

The units are a contemporary design that are appropriate in scale for the area. The surrounding architectural context was considered in the design of the units for this development. The homeowner will be able to choose a color theme from a provided color palette created by the architect which will fit in with the character of the development as well as the character of the surrounding neighborhoods. Emphasis has been placed on the look of the units as they are

viewed from the neighborhood as well as the way they fit into the development itself.

**7. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;**

The proposed PUD will redevelop a block of vacant lots in an existing neighborhood, this will enable the proposed neighborhood. The lots in the development will extend and connect to City water and sewer mains and utilize existing streets. The street appeal of the area will be greatly enhanced by new sidewalks and boulevard trees. The Owner will pay the costs of extending these utilities. The development will be designed to meet all criteria required for stormwater runoff by utilizing low impact development facilities.

**8. Adequate measures have been or will be taken to provide ingress and egress so as to minimize traffic congestion in the public streets;**

The development has been designed to utilize the existing alley that runs along the northern border of the property between 13th Street South and 14th Street South for access to 10 proposed garages for each single-family unit and the two proposed 2-unit townhomes with attached garages. The existing streets will have adequate capacity to accommodate traffic generated by the development. In addition, the development will incorporate bicycle parking and a sidewalk network to promote recreation and convenient visits to the downtown.

## 1.0 Principles & Development Team

### Developer:

NeighborWorks Great Falls  
Contact: Neil Fortier  
509 1<sup>st</sup> Avenue South  
Great Falls, MT 59401  
406.761.5861  
[Nfortier@nwgf.org](mailto:Nfortier@nwgf.org)

## 2.0 Purpose and Intent

The Beargrass Village PUD application proposes to develop a quality housing (Pocket Neighborhood) project by creating a cluster of single-family units all connected by open space, sidewalks and a central community area. The Pocket Neighborhood (14 unit) housing project by NeighborWorks Great Falls will serve the housing needs of Great Falls community members. The subject property site (approximately 1.21 acres or 52,500 sq. ft.) is located in the northwest corner of 3<sup>rd</sup> Avenue South and 14<sup>th</sup> Street South. The site that was formerly known as the Kranz Floral property and is within the boundaries of the downtown district of Great Falls. The current land use is vacant/undeveloped and the proposed land use is multi-family. The property is zoned R-3, Single-family high density. "This district is intended to accommodate single-family residences at the highest urban density. Schools and other public facilities are often found in close proximity." The proposed zoning is PUD (see attached Beargrass Village PUD development standards).

Beargrass Village Pocket Neighborhood housing project intent is to assist in accomplishing the policies and objectives of the Great Falls Growth Plan, including Great Falls Growth Policy *Soc1.4 Housing - Encourage a diverse, safe and affordable supply of housing in Great Falls*. This project further supports the Social and Physical portions of the Growth Policy, specifically the goals and principles to 1) encourage a safe, adequate and diverse supply of housing and fair housing opportunities in the City; and 2) develop new and diverse housing supply throughout the City, including single-family residential, multi-family, and housing for those with special needs. Additional supportive Policies that this project is consistent with include: Social - Housing *Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes and assisted living facilities*. *Soc1.4.3 Encourage, promote and support adequate and affordable home ownership in the City*. *Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work*. Physical - Land Use *Phy 4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City*.

This PUD project provides for enhanced opportunities for affordable residences within close proximity to employment centers.

The Beargrass Village project calls for 14-unit single-family housing units. Beargrass Village will meet area housing needs and priorities, and addresses area market concerns, illustrated by the aging housing stock and the lack of new housing stock in the \$175,000 to \$225,000 price range. A Multiple Listing Service report dated August 9, 2017, shows 50 homes on the market in the price range listed above. The average age of those homes is 57 years old.

The demand for housing continues to grow. Economic development in the City of Great Falls

has been hindered due to the lack of safe, decent and affordable housing. Malmstrom Air Force Base continues to struggle to find housing for new personnel.

Mayor Bob Kelly – August 2016 - “Great Falls needs to continue developing affordable quality housing options to match our current growth and longer term potential. If we can't house them, we can't hire them.”

### **3.0 Land Use Plan**

See Beargrass Village PUD Site Plan exhibit.

### **4.0 Site Conditions and Location**

The subject property site is located on the northern block of 3rd Avenue South between 14th Street South and 13th Street South. The site was formerly known as the Kranz Floral property, and is within the boundaries of the downtown district of Great Falls. The project is GREAT FALLS FIRST ADDITION, S07, T20 N, R04 E, BLOCK 405, Lot 008, LTS 8-13 & N90' LOT 14. The total project size is approximately 1.21 acres or 52,500 sq. ft. The current land use is R-3, Single-family high density. The land is currently vacant. The land within the project area gently slopes to the southwest. Residential development borders all sides of the project area.

### **5.0 Zoning and Land Use Compatibility**

The current land use is vacant/undeveloped and the proposed land use is single-family. The adjacent city zoning is R-3, Single-Family High Density and the proposed is city PUD zoning. Beargrass PUD proposes residential uses and a common courtyard. The proposed PUD single-family standards are similar to R-3 zoning. Lot size and setbacks as stated in R-3 zoning are the two items addressed in the PUD.

The intent of the conceptual site plan in conjunction with the PUD zoning is to provide an ample supply of affordable housing while providing a high-quality neighborhood for residents. The plan includes sufficient parking, abundant outdoor green space. The site plan includes 10 single-family buildings and an additional two townhome buildings each consisting of 2 units. A total of 14 residential units will be provided with a density of 11.57 units per acre or 3,750 sq. ft. per unit.

Beargrass Village aspires to be the first Pocket Neighborhood in Great Falls. Proof of concept will hopefully lead to other developers replicating the Pocket Neighborhood concept. This is established by the arrangement of buildings and architectural design features such as high quality building design, pedestrian connections between buildings and streets, and open space improvements via landscaping that is a forethought and not an afterthought. The Beargrass Village pocket neighborhood will include a common courtyard, which will function as a central gathering space for home owners.

This PUD applies to all lots within Beargrass Village. The intent of the Beargrass Village PUD residential district is to provide for single-family residential development and related uses within the city at urban densities in a master planned layout.

## 6.0 List of Uses and Development Standards

### 6.1 Beargrass Village PUD Development Standards

The intent and purpose of the Beargrass Village Planned Unit Development (PUD) Residential Zoning District is to set forth certain standards for development within the PUD that vary from the Land Development Code typical residential zoning districts. This District applies to all lots within Beargrass Village. The intent of the Beargrass Village PUD residential district is to provide for multiple single-family residential development and related uses with the city at urban densities in a master planned layout. In exchange for relaxations, many of these standards are more stringent than the requirements of the typical multi-family zoning district.

TABLE 1 PER LOT DEVELOPMENT STANDARDS		
Standard	Proposed PUD	R-3
<b>List of Uses</b>		
Principle Uses - Allowable uses within the district	Residence- single-family, residence-townhome (limited to 2 units per bldg.), family day care home, and community garden	Residence, single-family detached, Residence, zero lot line, Residence, manufactured/factory-built, Community residential facility, type I, Family day care home, Group day care home, Park, Recreational trail, Community garden, Amateur radio station
Conditional Uses	None	Residence, two-family, Residence, townhouse, Retirement home, Community residential facility, type II, Day care center, Nursing home, Golf course/driving range, Cemetery, Civic use facility, Community center, Community cultural facility, Educational facility (K – 12), Concealed facility, Utility installation
Accessory Uses	Fences, Carports, Garage (private), Home Occupation, solar panels	Accessory Living Space, Fences, Garage (private), Home Occupation, Wind-powered electricity systems
Temporary Uses	Garage Sales, on-site construction office, on-site real estate sales office	Garage Sales, on-site construction office, on-site real estate sales office

**TABLE 1  
PER LOT DEVELOPMENT STANDARDS**

<b>Standard</b>	<b>Proposed PUD</b>	<b>R-3</b>
<b>Development Standards</b>		
Residential density	-	-
Minimum lot size for newly created lots	1,800 sq. feet	7,500 sq. feet
Minimum lot width for newly created lots	30 feet	60 feet
Lot proportion for newly created lots (maximum depth to width)	1:1 (Ratio does not affect common lot)	2.5:1
Maximum building height of principal building	35 feet	35 feet
Maximum building height of detached private garage [1]	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building
Maximum building height of other accessory buildings	12 feet	12 feet
Minimum front yard setback	2 feet (Patio, deck and/or porch can be on the property line)	20 feet
Minimum side yard setback	3 feet	Principal building: 6 feet each side; accessory building: 2 feet provided the front of the building is at least 40 feet from the front lot line
Minimum rear yard setback	3 feet	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over provided.
Maximum lot coverage of principal and accessory buildings	70%	Corner lot: 55% Other types: 50%

<p style="text-align: center;">Foundation Planting Requirements</p>	<p>At least 50% of the frontage (primary entry side) of a building shall be occupied by a foundation planting bed(s) &amp; at least 25% of the frontage the building that faces a public right-of-way shall be occupied by a foundation planting bed(s). The planting beds shall be at least 4 feet wide, mulched, &amp; contain a mix of vegetation types (annual flowers, perennial flowers, ground cover and shrubs). The planting beds shall include seventy-five (75) percent plant coverage at plant's full maturity.</p> <p>If the geotechnical report recommends a no planting zone for a certain distance from the foundation, foundation planting requirements shall not apply.</p>	
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For items not specifically listed within the Beargrass Village PUD development standards, the Great Falls Land Development Code shall apply.



## **7.0 Landscape Requirements**

### 7.1 Minimum Requirements for Interior Landscaping

Minimum square footage of interior landscaping, inclusive of landscaping in vehicular use areas and foundation planting areas, shall be thirty (30) percent of the net property area to be developed.

### 7.2 Rate of Plantings

A canopy tree or evergreen tree shall be planted and maintained for each one five thousand (5,000) square feet of net lot area. Up to two (2) shade trees located in the boulevard area may be applied to this requirement, provided that at least one (1) canopy tree or evergreen tree shall be planted within the interior. There shall be a minimum of four (4) shrubs or perennials per required tree.

### 7.3 Boulevard Area Standards

- A. Landscaping in boulevard areas shall conform to City Code.

### 7.4 Individual Lot Standards

- A. All individual lots to meet the Foundations Plantings Requirements per the Lot Development Standards as described in Table 1 above.

### 7.5 Common Area Lot Standards

- A. A minimum of seventy percent (70%) of the Net Lot Area must be green/landscaped.
- B. The one (1) canopy tree per lot requirement will be met by planting fourteen (14) trees within the Common Area Lot.

### 7.6 Detention and Retention Areas

By design, detention and retention areas shall be physically, functionally, and visually integrated into adjacent landscape areas. Standing water is discouraged and shall be properly drained unless incorporated into re-circulating water features or irrigation systems.

## **8.0 Design Guidelines**

The proposed development seeks to create attractive, accessible, and livable dwelling spaces. The proposed design and layout of the Beargrass Village project is compatible with the desired character of the neighborhood and exceeds the minimum development design standards. The following highlights the Beargrass Village's design and layout intent that meets and exceeds minimum standards:

### 8.1 Single-Family Housing

Supply of ten (10) single-family housing units plus two (2) townhome units each containing two (2) units while providing a high-quality neighborhood for residents.

## 8.2 Neighborhood Center

The Beargrass Village neighborhood includes a central community area, which will function as a central gathering space for residents.

## 8.3 Sense of Place

Beargrass Village aspires to create a sense of place. This is established by the arrangement of buildings fronting neighborhood streets, adding pedestrian connections via sidewalks between buildings and open space improvements such as play areas and the forethought of the landscape design. The central community area provides for a gathering space for the home owners.

## 8.4 High Quality Building Design

The buildings are high quality contemporary design that is appropriate in scale for the area. The look and feel of all buildings respond to building use, as well as the surrounding architectural context. The buildings share a common aesthetic in order to create a consistent architectural language throughout the site. The homeowners will be able to choose the color of their unit from a color palette created by the architect. This color palette will be included in the Home Ownership Association documents.

## 8.5 Landscaping and Open Space

The project includes enhanced outdoor spaces. The landscape requires an abundant number of trees, shrubs and open space that are logically situated on the site. Additional amenities may include bicycle storage, kiosks and exercise stations incorporated into the project to further enhance the development.

For reference, the Beargrass Village' architectural design is shown with the conceptual building elevations which can be found in the exhibits. The Beargrass Village' PUD site layout information can be found in the PUD Site Plan exhibit.

## **9.0 Signs**

Signage for the project has not been developed at this time. Project signage will be reviewed by the City of Great Falls through the development process. The intent of the project is to meet the City of Great Falls Sign Code.

## **10.0 Infrastructure**

### 10.1 Circulation System and Traffic Statement

The proposed circulation system for Beargrass Village project will comprise of a hierarchy of vehicular, bicycle and pedestrian circulation; these will include dedicated private drives, and sidewalks.

The project will consist of the use of existing three public roadways and an alley which includes:

- 13<sup>th</sup> Street South which runs along the western border of the property.
- 14<sup>th</sup> Street South runs along the eastern boarder of the property.
- 3<sup>rd</sup> Avenue South which runs along the southern border of the property.
- Alley which runs along the northern border of the property between 13th Street South and 14<sup>th</sup> Street South

There are 10 private garages for the single-family homes and 4 attached garages for the townhomes. The project will incorporate bike parking to fit seamlessly into the design, but the final location of the bicycle parking has not been determined at this time.

Internal development sidewalks will be installed along the garages and to the buildings for continuity of pedestrian access throughout the site.

### 10.2 Grading and Drainage

The site is currently undeveloped and generally slopes to the southwest; storm water runoff sheet flows across the property. The proposed project will be designed and graded to direct storm water runoff to the west portion of the development where a storm water detention pond will capture the runoff. The detention pond will slowly release the storm water runoff to the existing City of Great Falls storm drain located in 3<sup>rd</sup> Avenue South. The pond and site design will limit the runoff leaving the site to the 5-year, 2-hour post-development rate in accordance with City of Great Falls design criteria. The proposed project will also meet the City's water quality requirements by implementing low impact development (LID) features throughout the project which will infiltrate, evapotranspire, or capture for reuse the first 0.5 inches of rainfall from a 24-hour storm. Typical LID features include bio filtration swales, bio retention, deep sump inlets, and extended detention ponds.

### 10.3 Water and Wastewater Services

The proposed development is currently located within the City limits. Existing City water is located along 3<sup>rd</sup> Avenue South and City sewer mains are located in the alley along the northern border of the subject property. The project is in the early stages of development and the route and location of the public/private water and sewer have not been determined. It is the intent of the development to work with the City of Great Falls through the development process to determine the best routing of both public and private water/sewer systems.

## **11.0 Phasing Plan**

The entire project is proposed to be developed at one time over a period of approximately 12 -24 months, not in phases. However; certificates of occupancy for each building will be requested as they are completed to allow move in and use of each completed building while the other buildings are being finished.

# Beargrass Village



north Not to Scale

September, 2017

## Conceptual Site Plan

NeighborWorks  
AMERICA  
Spaul  
ARCHITECTURE  
Beargrass Village  
Conceptual Elevation along 3rd Ave South  
10/03/2017  
www.spark-architecture.com















## Pocket Neighborhoods: Building Blocks for Resilient Communities

a paper for the [Smart Growth Network](#), © Ross Chapin, FAIA • [ross@rosschapin.com](mailto:ross@rosschapin.com)



At the beginning of my book, *Pocket Neighborhoods: Creating Small Scale Community in a Large Scale World*, there is a story about a garden party I attended last summer. It was hosted by a friend in her orchard overlooking a broad valley — 20 guests at a long table dappled with late afternoon August sunlight. It was a beautiful scene. We all knew our host, but many of us did not know one another. At one point during the gathering, she asked that we take turns introducing ourselves and saying a few words. When my turn came, I said my name and that I was just finishing writing a book about

pocket neighborhoods. Of course, the response was, “What is a pocket neighborhood?” Looking down the table, I had a bit of a revelation... I said, “This table is like a city block within a neighborhood. Look where our conversations have been happening before our introductions — one at this end of the table, one at the other, and a third in the middle. These are like three pocket neighborhoods along our block.” I pointed out how conversation happened spontaneously in small groups of people, while communication within large groups required organization.

Then I asked them to imagine themselves as a house — each with a formal façade adorned with a bay window, two-story arched entry, and two garage doors. “Now, turn around ... If we were a typical neighborhood, your facades would be facing the street, while the life of your house would be oriented toward your fenced backyard, kitchen and family room. The street out front would be empty, except for cars.” I continued the analogy, “If we were at a dinner party, there would be no conversation! Each of us have all the privacy in the world, yet no community.” I called them back to face the table. “In a pocket neighborhood, active living spaces of houses face toward a common area shared with nearby neighbors, while quieter, more private spaces are farther back. Living in such a neighborhood, conversation is effortless — like friends around a dinner table.”

Over the last 15 years I’ve been designing and developing [pocket neighborhoods](#) as a typology of housing to counteract the isolating trends of suburban sprawl and urban living. I’ve come to see how these small-scale communities can be building blocks for a more resilient society.

**What are Pocket Neighborhoods?** Essentially, pocket neighborhoods are small groups of houses or apartments gathered around a shared open space. They might take the form of a garden courtyard, a pedestrian street, a series of joined backyards, or a reclaimed alley. These clusters form at a sub-block scale in a semi-private zone of ownership. Think of them as a neighborhood within a neighborhood.



Pocket neighborhoods exist across all transects — Urban Centers, Urban Neighborhoods, Suburbs, Small Towns and Rural areas. The key idea is that a relatively small number of nearby neighbors share and care for a common space together.



At its core, this is not about aesthetics or style; it's about design that cultivates healthy neighborly connections, while preserving personal privacy.

Passersby on a public street might offer glancing nods to one another; in a pocket neighborhood, nearby neighbors are likely to expand a chance meeting into a chat or an impromptu get-together with order-out pizza. They are more invested because they share the passage of time in the same place. And it is the design of the shared space that makes it easier to happen.

Don't get me wrong — the anonymity of urban living can be freeing, and sometimes nosy neighbors can be annoying. But if you're in down with a broken leg, it won't be your friends across town or family across the country that will walk your dog every day. It will be your caring neighbor next door.

How about a mom who needs help looking after her kids while going for a short errand? Or a neighbor who needs her cat fed while away on vacation? An elderly neighbor who needs help trimming a hedge? In a pocket neighborhood, nearby neighbors are on a first-name basis with one another, the first to notice a need, and the to first call on for assistance. **This is why I believe that pocket neighborhoods are primary building blocks for community resilience. They offer the bonds of small scale community within a large scale world.**



## Design Patterns for Pocket Neighborhoods

Pocket neighborhoods will have different qualities and characteristics given their location: an urban apartment building, an infill housing cluster off of a busy street, a cohousing community planned by its residents, or a group of neighbors pulling back their fences to create a commons in their backyards. There are underlying design patterns, however, shared by all pocket neighborhoods.

**Clusters of a Dozen Households.** A neighborhood might contain several hundred households, but when it comes to pocket neighborhoods, I believe the optimum size is around 8 to 12 households. If a cluster has fewer than 4 households, it loses the sense of being a cluster, and lacks the diversity and activity of a larger group. When the number of households in a cluster grows beyond 12 or 16, neighbors are too far away to easily relate on a daily basis and too many in number to extend care and connection with.



A larger neighborhood of 50 to 60 households might consist of 5 pocket neighborhoods, each with control of its own central common space, and connected by walkways.



**Shared Common Space.** This is the heart of a pocket neighborhood, what holds it together and what gives it vitality. This space may take the form of a garden courtyard, a playspace at the center of a block, a reclaimed alley, or a community room shared by urban apartment dwellers.

The commons is neither private (home, yard) nor public (a busy street, park), but rather a defined space between the private and public realms. Residents surrounding this space share in its management, care and oversight, thereby enhancing a felt and actual sense of security and identity.

The commons is more than a pretty space to look at. It should foster interaction among surrounding neighbors in the daily flow of life. Consider the approach from the car door to the front door so that residents walk through the commons, and orient the active interior rooms so they look onto the shared space.

**Corralling the Car.** In America, nearly everyone has a car. But cars don't need to dominate our lives. Start first by locating parking areas to be good neighbors: shield parking areas from the street and the commons. Don't let garage doors greet the guests. Whenever possible, locate parking areas so that residents and guests walk through the shared common area. If cars have access into the commons, be sure they are on pedestrian behavior, as in the design of [woonerfs](#).





**Connection and Contribution.** With any changes made to home or garden, make the neighborhood a better place from your improvements. Connect and contribute to the fabric of the surrounding houses and streetscape. This is one of those “both/and” conditions — make improvements to serve personal needs and desires, while serving the surrounding community.

**Enclosure and Permeability.** Enclosed space taken to the extreme is not good, as in gated communities. A shared common space should have appropriate openness or permeability to the surrounding community. A healthy community ‘breathes’ with its surroundings. That said, in a dangerous environment like an urban alley, a gate can offer a level of safety to allow surrounding residents to open to the alley.



**Eyes on the Commons.** Thanks to Jane Jacobs and Oscar Newman for this one. The first line of defense for personal and community security is a strong network of neighbors who know and care for one another. When the active spaces of the houses look onto the shared common areas, a stranger is noticed. As well, nearby neighbors can see if daily patterns are askew next door or be called upon in an emergency.

**Layers of Personal Space.** Community can be wonderful, but too much community can be suffocating. On the other hand, with too much privacy, a person can feel cut off from neighbors. Creating multiple ‘layers of personal space’ will help achieve the right balance between privacy and community.



At the transition between the public street and the semi-public commons, create a passage of some sort — a gateway, arbor, or narrowed enclosure of plantings. Between the commons and the front door, create a series of layers — such as a border of shrubs and flowers at the edge of the sidewalk /a low fence /private yard / a covered porch with a low railing and flowerboxes /and then the front door. With this layering, residents will feel comfortable being on the porch — enough enclosure to be private, with enough openness to acknowledge passersby.



Where the space is limited, such as an urban apartment, think of the layer just outside the door as a “soft edge”, and make room for a bench, or table and chairs. Layers of personal space continue on the interior of the homes — locate the more active living spaces toward the shared commons, and the more private, personal spaces toward the back of the house and upstairs. Sometimes, having a secluded garden is just what is needed to recharge a busy life. Locate this space at the rear of the dwelling, or on a roof terrace.

**Front Porch.** The front porch is a particular 'layer of personal space' that needs highlighting. It is perhaps the key element in fostering neighborly connections. It's placement, size, relation to the interior and the public space, and height of railings is both an art and a science. I wrote more about 'A Good Porch' on my [blog](#).



**Nested Houses.** Having a next-door house or apartment peering into your own can be uncomfortable and claustrophobic. Therefore, design residences with an open side and a closed side so that neighboring homes 'nest' together — with no window peering into a neighbor's living space. The south side of this cottage below opens to its side yard, while the north side of the next house has skylights for daylight, but no windows looking back.



**Commons Buildings & Gardens.** An advantage of living in a pocket neighborhood is being able to have shared buildings and gardens. The easiest and least expensive amenity is a common tool shed (how many rakes, shovels, hoes and lawn mowers do you need in a close-knit neighborhood?). An outdoor barbecue or picnic shelter is another.



A multipurpose room with a kitchenette, bathroom and storage room can be used to host community potlucks, meetings, exercise groups and movie nights. Larger aggregate communities of several pocket neighborhoods may be able to afford a community kitchen & dining hall, guest apartment, workshop and children's room. And pocket neighborhoods of any size will enjoy the benefits of a community vegetable garden.



For more information on pocket neighborhoods and examples, visit [www.pocket-neighborhoods.net](http://www.pocket-neighborhoods.net) and [www.rosschapin.com](http://www.rosschapin.com)



“Pocket neighborhoods, which are clusters of homes gathered around a landscaped common area... The people who live in these most sought-after communities – young families, empty nesters, single homeowners – know they share something extraordinary: a model of community that provides a missing link in our longing for home.”



“It’s a fact of life that many of us don’t know our neighbors very well. One way to get to know them better is to invite them over for coffee now and then or to arrange neighborhood potlucks and street parties. A less conventional (but equally or more effective) options is to take down the fences dividing the properties and begin sharing the joined backyards”



“Layering from public to private. A sequence of boundaries defines increasingly private layers of personal space. A resident arriving home or a guest coming to visit enters through "implied" gateways-near the mailbox kiosk or the parking pockets-into the garden courtyard. From here to the front door there are five more layers: a border of perennial plantings, a low split-cedar fence with a swinging gate, the front yard, the frame of the porch with a porch railing and flowerboxes, and the porch itself. Within the cottages, the layering continues, with active spaces toward the commons and private spaces further back and above.







Storm water from roofs is directed into rain gardens - small vegetated swales alongside most homes - part of a “low-impact development” program. Storm water filters back into the ground through drainage swales in the pocket neighborhood greens.







A cottage may appear small, but ample natural lighting, efficient floor plans, and plentiful built-ins make the petite homes feel and live much larger.



A pocket neighborhood provides the setting for neighbors to develop meaningful relationships beyond the family. It is the physical basis for creating community with surrounding neighbors.



In a pocket neighborhood, there is a collective sense of ownership that extends beyond the front yard gates to the edge of the shared commons at the street. A guest or stranger will feel this territorial sense as soon as they enter the commons.



With a centrally located green space or commons, in lieu of a street down the middle, and with a clearly and elegantly demarcated entrance into the neighborhood, a collective identity is created. The shared commons of a pocket neighborhood is held and cared for by surrounding neighbors, who feel the space as an extension of the personal world.



Though similar to the others, each cottage is unique. This individuality fosters a personal bond of caring and identity between each homeowner and his or her home... Each household creates its own garden landscape and flowerbox garden. Some are like overgrown English cottage gardens, whereas others are simple and Zen-like. But they all complement each other.



Residents walk through the commons to their front doors – a daily activity that fosters interaction among neighbors.

## **FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT**

Amended Plat of The Great Falls Water Power and Townsite Company's First Addition, Block 405, Lots 8-14, located in the NE 1/4 of Section 12, Township 20 North, Range 3 East, PM, City of Great Falls, Cascade County, MT

(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

### **PRIMARY REVIEW CRITERIA:**

**Effect on Agriculture and Agricultural Water User Facilities:** The major subdivision is located within the City limits and is not currently being used for agricultural purposes. The subject property was formerly known as Kranz Floral, but presently sits vacant. Thus, the proposed major subdivision will not interfere with any agricultural irrigation system or present any interference with agricultural operations in the vicinity.

**Effect on Local Services:** Lots in the subdivision will extend and connect to City water and sewer mains. The Owner will pay the cost of extending these utility mains. The owners of the units within the subdivision will pay regular water and sewer charges, and monthly storm drain charges.

The site and the surrounding neighborhood are currently receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the subdivision is expected to be a manageable cost to the City.

**Effect on the Natural Environment:** The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision will flow to several proposed low impact development facilities on site. Runoff from these best management practices (BMP's) will ultimately release into the existing storm system, the design of will be reviewed and approved by the Public Works Department.

**Effect on Wildlife and Wildlife Habitat:** The subdivision is surrounded by existing neighborhoods to the north, south, east and west. This is not in an area of significant wildlife habitat beyond occasional migrating fowl.

**Effect on Public Health and Safety:** Based on available information, the subdivision is not subject to abnormal natural hazards nor potential man-made hazards.

### **REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATIONS**

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The local government has complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

**EASEMENT FOR UTILITIES**

The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots of the subdivision.

**LEGAL AND PHYSICAL ACCESS**

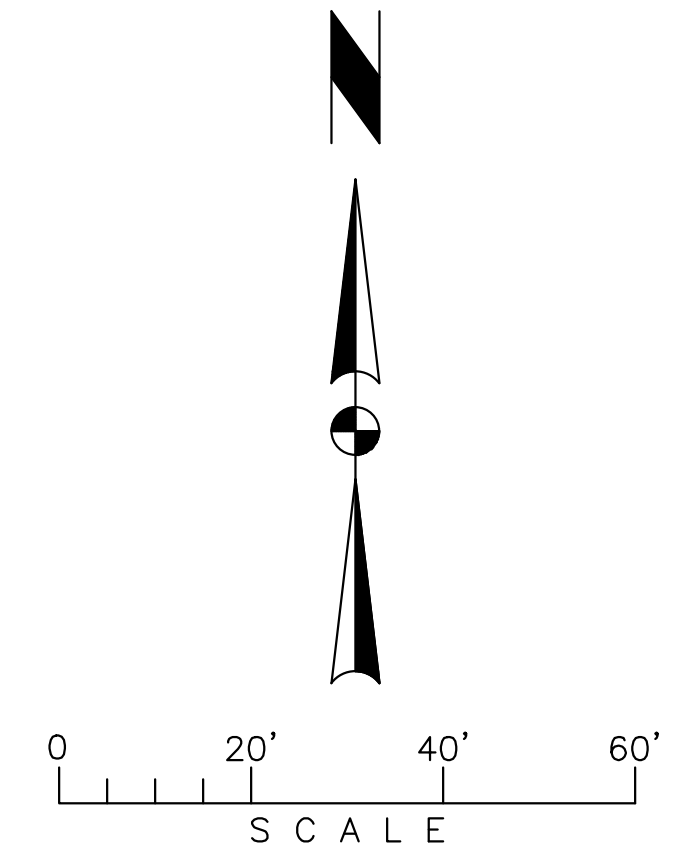
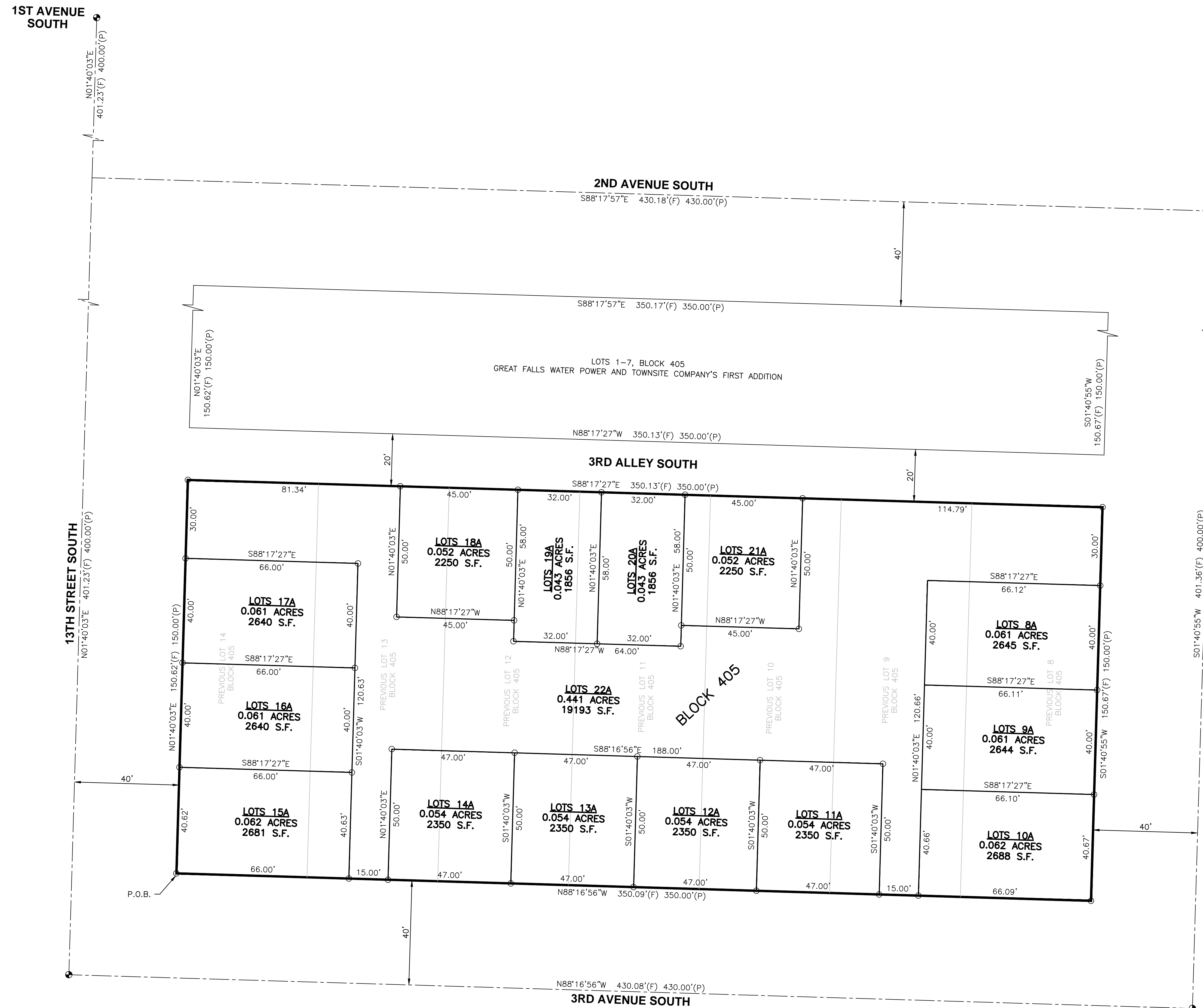
Legal and physical access to the proposed development will be from 13th Street South, 14th Street South, 3rd Avenue South and the existing alley. These are existing public roads maintained by the City of Great Falls.



# AN AMENDED PLAT OF LOTS 8-14, BLOCK 405, OF THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION

A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 12, T20N, R3E, AND THE NW1/4 OF SECTION 7, T20N, R4E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

LANDOWNER: NWGF BEARGRASS VILLAGE, LLC



### LEGEND

- FND CENTERLINE MONUMENT
- SET PROPERTY PIN  
- 18"x5/8" REBAR/YPC 15625LS
- SUBDIVISION BOUNDARY
- NEW LOT LINE
- PREVIOUS LOT LINE
- - - STREET RIGHT-OF-WAY CENTERLINE
- (F) FOUND/FIELD MEASUREMENT
- (P) PLAT RECORD DISTANCE
- P.O.B. POINT OF BEGINNING

AREA OF LOTS = 1.211 ACRES/52743 SF  
 AREA OF PARK = 0 ACRES/0 SF  
 AREA OF DEDICATED ROADS = 0 ACRES/0 SF  
 TOTAL AREA = 1.211 ACRES/52743 SF

BASIS OF BEARING: MONTANA STATE PLANE COORDINATE SYSTEM, ESTABLISHED WITH SURVEY QUALITY GPS  
 PURPOSE OF SURVEY: TO AMEND 7 LOTS, BEING LOTS 8-14, BLOCK 405, INTO 15 PUD LOTS

	DRAWN BY: DRK	DATE: 9-20-17	QUALITY CHECK: X
	SURVEYED BY: KVF	JOB NO. 16-018	FIELDBOOK X
GREAT FALLS-BOZEMAN-KALISPELL-SHELBY SPOKANE LEWISTON WATFORD CITY			MONTANA WASHINGTON IDAHO NORTH DAKOTA

# AN AMENDED PLAT OF LOTS 8-14, BLOCK 405, OF THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION

## A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 12, T20N, R3E, AND THE NW1/4 OF SECTION 7, T20N, R4E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA

LANDOWNER: NWGF BEARGRASS VILLAGE, LLC

CERTIFICATE OF OWNERSHIP

I(we), the undersigned property owner(s), do hereby certify that I(we) have caused to surveyed, subdivided, and platted into lots, blocks, streets, and easements, the following described tract of land in the City of Great Falls, Cascade County, Montana, to-wit:

A tract of land being Lots 8-14, Block 405, of the Great Falls Water Power and Townsite Company's First Addition, located in the NE1/4 of Section 12, Township 20 North, Range 3 East, and the NW1/4 of Section 7, Township 20 North, Range 4 East, P.M.M., City of Great Falls, Cascade County, Montana, and being more particularly described as follows:

Beginning at the Southwest corner of said Block 405, being the intersection of the Easterly right-of-way line of 13th Street South and the Northerly right-of-way line of 3rd Avenue South; thence North 01°40'03" East along said Easterly right-of-way line, a distance of 150.62 feet to the Southerly right-of-way line of 3rd Alley South; thence South 88°17'27" East along said Southerly right-of-way line, a distance of 350.13 feet to the Westerly right-of-way line of 14th Street South; thence South 01°40'55" West along said Westerly right-of-way line, a distance of 150.67 feet to said Northerly right-of-way line of 3rd Avenue South; thence North 88°16'56" West along said Northerly right-of-way line, a distance of 350.09 feet to the Point of Beginning and containing 1.211 acres or 52743 square feet, along with and subject to any existing easements.

The above described tract of land is to be known and designated as AN AMENDED PLAT OF LOTS 8-14, BLOCK 405, OF THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION to the City of Great Falls, Cascade County, Montana, and the lands included in all streets, avenues, and parks or public lands shown on said plat are hereby granted and donated to the use of the public forever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
NWGF BEARGRASS VILLAGE, LLC

Printed Name \_\_\_\_\_

State of Montana )  
: ss  
County of Cascade)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person who executed the Certificate of Ownership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

CERTIFICATE OF PUBLIC WORKS DIRECTOR

I, Jim Rearden, Public Works Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat of the AN AMENDED PLAT OF LOTS 8-14, BLOCK 405, OF THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION and the survey it represents, find that same conforms to regulations governing the platting of lands and presently platted adjacent land, as near as circumstances will permit, do hereby approve the same.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
JIM REARDEN, Public Works Director  
City of Great Falls, Montana

CERTIFICATE OF CITY COMMISSION

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the accompanying plat of the AN AMENDED PLAT OF LOTS 8-14, BLOCK 405, OF THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION, was duly examined and approved by the City Commission of the City of Great Falls, Montana, at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
GREGORY T. DOYON, City Manager  
City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, found that adequate municipal facilities for the supply of water and the disposal of sewage and solid waste, are available to the above described property, namely the said facilities of the City of Great Falls, Montana, and this certificate is made pursuant to Section 76-4-125(2)(d) M.C.A., permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

\_\_\_\_\_  
GREGORY T. DOYON, City Manager  
City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, R. Nathan Weisenburger, President of the Great Falls Planning Board, City of Great Falls, Montana, and Craig Raymond, Secretary of said Great Falls Planning Board, do hereby certify that the accompanying plat of the AN AMENDED PLAT OF LOTS 8-14, BLOCK 405, OF THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION, has been submitted to the said Great Falls Planning Board, for examination by them and was approved at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
R. NATHAN WEISENBURGER, President  
Great Falls Planning Board

\_\_\_\_\_  
CRAIG RAYMOND, Secretary  
Great Falls Planning Board

CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND

I, Gregory T. Doyon, City Manager for the City of Great Falls, Montana, do certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, found and entered into the proceedings of said Body to wit: "Inasmuch as the dedication of park land within the platted area of the AN AMENDED PLAT OF LOTS 8-14, BLOCK 405, OF THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION is undesirable for the reasons set forth in the minutes of this meeting, it is hereby ordered by the City Commissioners that land dedicated for park purposes be waived and that cash in lieu of park be accepted as with the provisions of Title 76, Chapter 3, MCA"

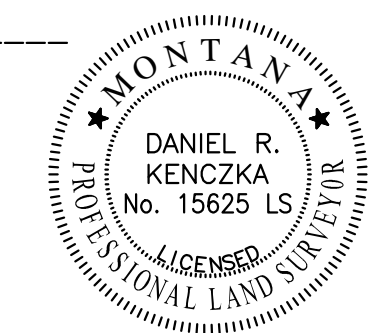
\_\_\_\_\_  
GREGORY T. DOYON, City Manager  
City of Great Falls, Montana

CERTIFICATE OF SURVEYOR

I, the undersigned, Daniel R. Kenczka, Professional Land Surveyor, Montana Registration No. 15625LS, do hereby certify that I supervised this Plat of the AN AMENDED PLAT OF LOTS 8-14, BLOCK 405, OF THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION, and platted same as shown on the accompanying plat and as described in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-614, M.C.A., and Cascade County.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
Daniel R. Kenczka, Montana Reg. No. 15625LS



CERTIFICATE OF COUNTY TREASURER

I, Jamie Bailey, County Treasurer of Cascade County, Montana, do hereby certify that I have examined the records covering the areas included in the accompanying plat of the AN AMENDED PLAT OF LOTS 8-14, BLOCK 405, OF THE GREAT FALLS WATER POWER AND TOWNSITE COMPANY'S FIRST ADDITION, and find that the current taxes are not delinquent.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
County Treasurer, Cascade County, Montana

**MINUTES OF THE MEETING  
OF THE  
DESIGN REVIEW BOARD  
September 11, 2017**

**CALL TO ORDER**

The regular meeting of the Great Falls Design Review Board was called to order by Chair Dani Grebe at 3:01 p.m. in the Rainbow Room in the Civic Center.

**ROLL CALL & ATTENDANCE**

Design Review Board Members present:

Dani Grebe, Chair  
Tyson Kraft, Vice Chair  
David Grosse  
Kevin Vining

Design Review Board Members absent:

None

City Staff Members present:

Tom Micuda, Deputy Director P&CD  
Erin Borland, Planner II  
Leslie Schwab, Planner II  
Dave Dobbs, City Engineer

Others present:

Jana Cooper, TD&H  
Neil Fortier, NeighborWorks  
David Saenz, NeighborWorks  
Sophia Sparklin, Spark Architecture

**MINUTES**

Mr. Kraft moved to approve the minutes of the August 28, 2017, meeting of the Design Review Board. Mr. Grosse seconded, and all being in favor, the minutes were approved.

**NEW BUSINESS  
Great Falls North Apartments- Resubmittal  
1800 Division Road**

Erin Borland, Planner II, entered the staff report into the record for the proposed construction of a new apartment complex that includes six three story garden style apartment buildings. Ms. Borland explained this project was approved by the Design Review Board (DRB) earlier in the year, but due to a major layout change, DRB review is required again.

The original site plan included nine buildings; however, the new proposed site plan has only six. Building materials and color schemes have stayed the same, and a full material and color palette are included in the staff report. Ms. Borland explained one of the concerns of the original submittal was the lack of windows on the buildings facing the public right of way. The current submittal addresses those concerns by breaking up the large three story walls with various heights of landscaping. Parking, stormwater, lighting, landscaping, and particular building locations were reviewed. Ms. Borland said staff recommends approval of the resubmittal.

### **PETITIONER'S PRESENTATION**

Jana Cooper, TD&H, offered to answer any questions.

### **PUBLIC COMMENT**

There was no public comment.

### **BOARD DISCUSSION AND ACTION**

Mr. Kraft asked if there would be covered parking in the center aisles, and Ms. Cooper said yes.

**MOTION:** That the Design Review Board approve the Design Review Application for the proposed Great Falls North Apartments, located at the corner of Smelter Avenue Northwest and Division Road, as shown in the conceptual development plans contained within this report and provided by the Applicant, subject to the following conditions of approval:

- A. The proposed project shall be developed consistent with the conditions in this staff report, all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
- B. If after the approval of the conceptual development plans as amended by this Board, the owner proposes to expand or modify the conceptual development plans, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the concept for one or more review criteria. If such proposed change would alter the plan, the proposal shall be resubmitted for review as a new application.

Made by: Mr. Grosse  
Second: Mr. Kraft

**VOTE:** All being in favor, the motion carried.

### **Beargrass Villiage PUD 3<sup>rd</sup> Avenue South and 14<sup>th</sup> Street South**

Erin Borland, Planner II, explained this particular project is unique, as Planned Unit Developments (PUDs) are not normally brought before the DRB. Staff felt that due to the unique characteristics of this project, DRB review was needed before Planning Board review and final

City Commission approval in order to get feedback on the site plan and proposed design standards. Ms. Borland explained the process of a PUD to the Board.

The proposed project sits on the site formerly occupied by Kranz Floral, now vacant due to building demolition. The purpose of the rezone to a PUD is to provide a cluster of single-family units all connected by pedestrian walkways and a central courtyard that will provide daily gathering space for residents. The proposed ten single-family homes plus two 2-unit townhomes will face inward, creating a sense of community for the neighbors to enjoy.

Ms. Borland reviewed the proposed PUD development standards, and how those differ from the current R-3 Single-family high density zoning standards. She explained staff is looking for DRB recommendations specifically regarding the orientation of primary building entries, and the proportion of doors and windows on a first floor façade facing the public streets adjacent to this project. Staff recognizes the innovative design of the pocket neighborhood, and wants to ensure the design does not create the effect that the pocket neighborhood is turning its back on the larger surrounding neighborhood.

Ms. Borland said staff is excited about this project, and recommends approval with any recommendations the DRB may bring forth.

### **PETITIONER'S PRESENTATION**

Neil Fortier, NeighborWorks, said landscaping is a forethought, not an afterthought with this project. He provided representative photographs showing the typical look of a "Pocket Neighborhood" concept.

Sophia Sparklin, Spark Architecture, said she understands one of the concerns with these pocket neighborhoods is a wall going up around the development, and wanted to ensure the Board that this plan was developed so that will not happen. She encouraged discussion and expressed agreement with staff that the DRB needed to have involvement with this project prior to Planning Board and City Commission.

### **PUBLIC COMMENT**

There was no public comment.

### **BOARD DISCUSSION AND ACTION**

Mr. Vining asked whether there were covenants within the development that require the future property owners to upkeep the property, yard, etc. Mr. Fortier said a homeowner's association will be in place to take care of maintenance, landscaping, and snow removal.

Mr. Grosse expressed concern about setting a precedent with requiring Board review of a type of development not typically considered by the DRB, and Ms. Borland encouraged the Board to consider this particular project only. There was discussion on the DRB being able to write specific design standards for this particular PUD.

Ms. Grebe said the community entry moment being showed on the site plan needs to be significant and possibly have less landscaping at those entry points. There was discussion on the possibility for different orientation of the some of the units facing the streets.

There was discussion on the window and door coverage on the facades facing the public right of way, and what type of flexibility could be incorporated into the design standards of the PUD. Mr. Kraft said it's important that the windows be relatable from one home to another, and that public and private entry points be identifiable. Identifying the amounts of window glazing and the amount of landscaping for the homes, particularly on corner lots, will be important.

Ms. Grebe said she would like to see fenestration for homes towards the street, variability in orientation and materials, between 30 and 50% of the homes along the street should have a feature acknowledging the street, a community entry moment with a through walkway and a low fence. She also expressed the desire to see climate appropriate vegetation and landscaping incorporated as well.

**MOTION:** That the Design Review Board recommend approval to the Planning Advisory Board/Zoning Commission as shown in the attached submittal provided by the Applicant and contained within this report, subject to the conditions of approval:

- A. The proposed project shall be developed consistent with the conditions in this staff report, all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
- B. If after the approval of the conceptual development plans as amended by this Board, the owner proposes to expand or modify the conceptual development plans, the Director of the Planning and Community Development Department shall determine in writing if such proposed change would alter the concept for one or more review criteria. If such proposed change would alter the plan, the proposal shall be resubmitted for review as a new application.
- C. All outdoor lighting fixtures and placement shall be reviewed and approved through the Planning and Community Development Department.
- D. All mechanical units and transformer pads shall be screened with landscaping from the public way.
- E. The applicant will develop design standards for the PUD proposal to meet the recommendations set forth in Exhibit 28-1.
- F. The applicant incorporate the recommendations made by the Design Review Board.

### **BOARD COMMUNICATIONS**

Ms. Schwab updated the Board on the status of Batteries + Bulbs and the Town Pump carwash.

### **PUBLIC COMMENT**

There was no public comment.

## **ADJOURNMENT**

There being no further business, Mr. Kraft moved to adjourn the meeting, seconded by Mr. Grosse. All being in favor, the meeting was adjourned at 4:30 p.m.



**Item:** Public Hearing - Ordinance 3182 to amend Ordinance 3152 for the property legally described as Block 1, Lot 1, Amended Plat 2897, Section 14, Township 20 North, Range 3 East, Tietjen Triangle Addition to remove a Condition of Building Permit Approval for a Planned Unit Development (PUD)

**From:** Tom Micuda, Deputy Director, Planning and Community Development

**Initiated By:** Billings Holdings, LLC

**Presented By:** Craig Raymond, Director, Planning and Community Development

**Action Requested:** City Commission (adopt/deny) Ordinance 3182 and approve the Findings of Fact.

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**Public Hearing:**

1. Mayor conducts public hearing, calling three times each for proponents and opponents.
2. Mayor closes public hearing and asks the will of the Commission.

**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Ordinance 3182 and the accompanying Findings of Fact."

2. Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.
- 
- 

**Staff Recommendation:**

Staff recommends denial of the major change to remove the Condition of Approval for the building permit.

At the conclusion of a public hearing on October 24, 2017, the Planning Board/Zoning Commission recommended the City Commission approve the request from the applicant to remove a Condition of Approval from a Planned Unit Development (PUD) approved on May 2, 2017, by the City Commission. This condition required the applicant to obtain an access easement from an adjoining property in order to receive a building permit for a vacant 2.6 acre tract within the PUD. This recommendation differs from the recommendation of City staff, which is that the City Commission deny the applicant's request to



remove the easement requirements.

### **Summary:**

The applicant is requesting the removal of a Condition of Approval required by the City Commission as part of a Planned Unit Development zoning decision that occurred on May 2, 2017. The Condition of Approval required the applicant to obtain an access easement from an adjacent property located to the south of the proposed development site - a 2.6 vacant tract located within the 5.949 acres of property which received the PUD zoning designation. The condition was tied to the applicant being able to obtain a building permit for the 2.6 acre tract.

The purpose of the easement condition was for the applicant to secure access from Alder Drive through a property that contains a Chinese restaurant, associated parking area, and an access drive from Alder currently used by multiple adjoining properties. The condition was thought to be applicable and necessary for the project (a 4-story, 90-room hotel) to have another left-turn access option. The condition was understood and not contested by the applicant, nor did the applicant qualify its acceptance of the condition with language that purchase price of the easement be reasonable. Without the easement, the hotel would otherwise be limited to right-in, right-out access from Country Club Boulevard and left-turn access for southbound travel through the Lucky Lil's Casino site.

In discussions with the applicant, City staff noted the importance of securing the easement because of universally understood safety concerns with the current left-turn access into the casino property. The text below pertaining to the easement condition is taken verbatim from the Planned Unit Development document authored by City staff and approved by City Commission.

**1. Additional Access from Alder Drive – In addition to the proposed hotel access drive authorized by the Montana Department of Transportation from Country Club Boulevard, City staff indicated that the applicant had to legally secure access from the proposed hotel development site onto Alder Drive. Staff discussed blocking the proposed hotel site from the Lucky Lil's access drive due to safety concerns, but this proved to be infeasible. This condition was ultimately incorporated as follows:**

“The applicant is required to obtain an access easement through the property legally described as Country Club Addition, Section 14, Township 20 North, Range 3 East, Block 003, Mark 6. This will allow motorists accessing properties in the PUD to legally utilize an already established vehicle circulation point from Alder Drive. Proof of easement, future design of this access, and associated directional signage on Alder Drive and Fox Farm Road must all be approved by the City prior to the issuance of any building permit for the 2.6 acre tract in the PUD.”

There are multiple reasons why City staff directed the applicant to obtain the easement and incorporate it into the PUD conditions. The approved access for the project, a shared approach with Dahlquist Realtors, is restricted to only right-turns into, and out of, the proposed hotel site due to the presence of a median on Country Club Boulevard. This access is not usable for motorists trying to access the proposed hotel from the east. Second, is the potentially dangerous condition of the left-turn approach for southbound vehicles on Fox Farm Road into the Lucky Lil's Casino access. The specific conditions of concern about this access include:

1) Heavy traffic congestion at peak times for northbound traffic cause a motorist trying to turn left to remain in the left turn lane for some time;

2) The left-turn approach lane to reach the continuous turn lane is so narrow, and shallow, that it not only limits the number of vehicles but causes potentially dangerous weaving of traffic – vehicles suddenly entering the lane can surprise following motorists and cause them to swerve back into traffic to avoid the suddenly turning vehicle; and

3) The turn lane into Lucky Lil's is directly opposite the turn lane into Beef 'O' Brady's, causing a potential conflict point between opposing turning vehicles. If an easement is not secured from the Chinatown Restaurant property, the restaurant owner has the option to close the access entirely, relocate the access, or make changes in the pavement that would limit usage by potential hotel guests. While this may never take place, the fundamental purpose of requiring the easement was to greatly reduce the reliance on direct access from Fox Farm Road.

Traffic Study: A Traffic Impact Study was prepared by Morrison Maierle and submitted to MDT last year. The study, which was accepted by MDT, was also submitted to the City as part of the PUD revision request. A significant portion of the study document, minus the appendices, is an attachment to this report. Based on the results of the study, the applicant notes that the proposed hotel will only have a slight impact on traffic in the area. Also, the applicant's consultant has noted that the number of vehicles using the southbound left-turn area on Fox Farm Road into the Lucky Lil's access point is an additional one vehicle every six minutes.

In response, staff notes the following points. The study also shows that the intersection of Fox Farm and Country Club Boulevard has travel lanes with Level of Service ratings ranging from C to E. Level of Service measures delay at intersections, with lower letter ratings meaning greater vehicle delays. Level of Service D still falls within an acceptable level for street intersections. If ratings drop to E or F in the future (and they are already at Level E on two-northbound approach lanes), the intersection may need attention for relieving congestion. This verifies the observational public testimony regarding congestion levels of the intersection and the corridor more generally. With further growth in the City and more particularly in the southwest sector of the County, the intersection level of service will become a greater problem. This will affect the left-turn safety entering Lucky Lil's less than 300 feet from the intersection. Even with the proposed safety improvements to the left-turn access into Lucky Lil's, there is no way to tell whether the improvements will fully resolve the safety and congestion problems that are clearly occurring today. That is why directing vehicles to the proposed hotel site via signage on Fox Farm Road and an access point from Alder Drive is considered a necessary condition from the staff's perspective. From a public safety standpoint, which must be the City's primary concern, there cannot be any question that this existing access point from Alder could be eliminated through the actions of the current owner.

In order to provide the Zoning Commission and City Commission with additional evaluation of the applicant's traffic study, the City did engage TD&H Engineering to perform a third party review of the study. A memo outlining their findings and observations is included as an attachment to the agenda report.

Based on the information outlined above, Planning and Community Development staff recommended that the applicant's request to remove the Condition of Approval on the building permit for the 2.6 acre tract within the PUD be denied. Staff finds that the applicant has not provided complete or compelling information sufficient to remove a previously approved condition of approval. After hearing testimony from staff, the applicant, and the public, the Planning Advisory Board/Zoning Commission disagreed. By a vote of 8-1, the Board supported the applicant's request based on the following findings of fact:

1. When the Board approved the project back in January, this [the easement requirement] was not a

Condition of Approval. The Board had all the findings of fact in place to make a motion to approve the project.

2. The Board found that there was no study that says requiring the easement would not be injurious to the traffic issue on Alder Drive and Fox Farm Road.
3. The Board found no evidence to suggest that having three approaches into this hotel is insufficient.
4. The Board had no evidence, other than the two traffic studies, that sufficiently finds fault with the recommendations in the Morrison Maierle traffic study.
5. The findings of fact were in place at the time the Board approved it and those findings were not refuted by the testimony of the City staff.
6. The City has not proven that there is a need for a fourth entrance to this project.

As a result, the proposed ordinance comes forward to the City Commission with a negative recommendation from City staff and a positive recommendation from the Board.

**Background:**

Originally, the applicant requested the rezoning of 5.949 acres of property from C-1 Neighborhood Commercial to C-2 General Commercial on both sides of the intersection of Fox Farm Road and Country Club Boulevard. The properties impacted by this rezoning request included the Beef ‘O’ Brady’s restaurant, the Holiday convenience store, Dahlquist Realtors Office, Lucky Lil’s Casino, Dairy Queen, and a vacant 2.6 acre property owned by the applicant. The purpose of the request was to utilize the C-2 zoning district’s greater maximum building height standard of 65 feet to eventually construct a 4-story, roughly 61-foot tall dual branded Mainstay Suites and Sleep Inn hotel building containing 90 rooms.

At the January 10, 2017, meeting of the Planning Advisory Board, the Board made a recommendation to the City Commission to approve the applicant’s rezoning request. During the hearing, residents of the Fox Farm Neighborhood and other interested public expressed concerns about traffic safety and congestion on Fox Farm Road, as well as concern that C-2 zoning would allow possible construction of casinos and other possible incompatible uses. The rezoning request was then considered by the City Commission at a public hearing on March 7, 2017. After even more lengthy testimony from the neighborhood and public largely addressing similar concerns raised at the Planning Advisory Board, the City Commission tabled the rezoning request.

At the conclusion of the hearing, the City Commission directed Planning and Community Development staff to work with the applicant to revise the request to create a Planned Unit Development (PUD) as an alternative to C-2 zoning. The rationale behind the Commission’s action was that a PUD was a superior zoning option because it could be tailored to address concerns about incompatible land uses that would otherwise be permitted in the C-2 zoning district. Additionally, a PUD zoning approach allowed existing traffic safety and congestion concerns to be mitigated, as best as possible, by appropriate on-site and off-site traffic circulation improvements to be implemented by the applicant as Conditions of Approval. In consultation with the applicant, staff developed a PUD zoning framework for the 5.949 acre property aggregation.

On May 2, after receiving significant public testimony about the project, the City Commission approved

the designation of PUD zoning on the entire 5.949 acres. The entire PUD document is included for reference, but there were three key measures that became Conditions of Approval for the applicant:

1. Land Use Restrictions – The following Land Uses otherwise allowed in the C- 2 zoning district were prohibited for the entire 5.949 acres in the PUD:

- Campground
- Casino, type I
- Commercial Kennel
- Construction Materials Sales
- Contractor Yard, type I
- Large equipment rental
- Light manufacturing and assembly
- Vehicle repair
- Vehicle sales and rental
- Veterinary Clinic, large animal

2. Safety Improvements on Fox Farm Road – In order to address concerns of inadequate vehicle stacking and abrupt lane shifting for southbound vehicles turning left into the Lucky Lil’s Casino entrance, the following Condition of Approval was added:

“The applicant shall submit a proposal to the Montana Department of Transportation (MDT) and the City of Great Falls to increase left-turn vehicle stacking at the Fox Farm Road access into the Lucky Lil’s Casino property. If this proposal is approved by MDT, it shall be implemented prior to the issuance of a future occupancy permit associated with development of the vacant 2.6 acre parcel.”

3. Additional Access from Alder Drive – In addition to the proposed hotel access drive authorized by the Montana Department of Transportation from Country Club Boulevard, City staff indicated that the applicant had to legally secure access from the proposed hotel development site onto Alder Drive. Staff discussed blocking the proposed hotel site from the Lucky Lil’s access drive due to safety concerns, but this proved to be infeasible. This condition was ultimately incorporated as follows:

“The applicant is required to obtain an access easement through the property legally described as Country Club Addition, Section 14, Township 20 North, Range 3 East, Block 003, Mark 6. This will allow motorists accessing properties in the PUD to legally utilize an already established vehicle circulation point from Alder Drive. Proof of easement, future design of this access, and associated directional signage on Alder Drive and Fox Farm Road must all be approved by the City prior to the issuance of any building permit for the 2.6 acre tract in the PUD.”

An aerial map showing Measures 2 and 3 listed above, plus another requirement for several on-site medians to restrict the ease of commercial “cut-through” circulation from Fox Farm Road into the proposed hotel development site is depicted in an attachment to this report.

**Reason for Applicant’s Major Change Request:**

Since the May 2 City Commission hearing, the applicant has received Design Review Board approval for the proposed hotel site plan. Additionally, the applicant has filed for a building permit to construct the 4-story, 90-room hotel structure plus associated property improvements. Additionally, the applicant has worked extensively with City staff and MDT regarding their proposal to improve the southbound left-turn lane situation on Fox Farm Road. MDT has agreed conceptually with the request to reduce the

width of the current concrete median through the installation of what are called “quick-curbs” containing raised delineators. MDT did not endorse moving the Lucky Lil’s driveway slightly to the south to also increase vehicle stacking. This is noted in a letter issued August 17. Based upon representations from MDT, the City believes it has the authority to allow the driveway to shift southward.

The reason the applicant is requesting the Major Change to the PUD is because of the failure to comply with the required Condition of Approval pertaining to the access easement. As noted in the applicant’s statement, Billings Holdings LLC was required by the City’s Commission’s PUD approval to obtain the easement through property owned by the Chinatown Restaurant, located at 1709 Alder Drive. Currently, the restaurant and its parking lot are accessed directly off Alder Drive, just east of the Dairy Queen drive-through. Although other motorists use this area to circulate behind businesses such as Lucky Lil’s and the Holiday convenience store, they are accessing the private restaurant property. In the applicant’s statement, more detail is provided about the thoroughness of Town Pump’s effort as well as the specific concessions Town Pump was willing to offer the property owner.

Ordinance 3182 was accepted unanimously on first reading. There was no public comment. There was no Commission discussion.

**Fiscal Impact:**

Although the applicant is proposing to fund all development-related infrastructure improvements including utilities, stormwater, and even the Fox Farm Road left turn improvement proposal (median reduction, and relocation of access), a potential loss of the access easement requirement would create uncertainty as to whether additional fiscal impacts to the City could occur as growth and traffic congestion affect the safety of Fox Farm Road.

**Alternatives:**

1. The City Commission could adopt Ordinance 3182 after the public hearing; or
2. The City Commission could table Ordinance 3182 to a specific date certain to provide further input for staff consideration.

**Concurrences:**

Representatives from the City’s Public Works Department have been involved throughout the review of both the original rezoning request and the Major Change request. They are in concurrence with the Planning and Community Development Department’s recommendation regarding the need to acquire the easement to ensure additional project access.

ATTACHMENTS:

- Ordinance 3182
- PUD Proposal
- Required PUD Traffic Safety Improvements
- Letter from MDT
- City Commission Findings
- 3rd Party Review of Traffic Study
- Traffic Study
- Applicant's Statement
- Aerial Map
- Zoning Exhibit
- Site Plan
- public comment
- Fox Farm Improvement Detail

**ORDINANCE 3182**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO AMEND ORDINANCE 3152 FOR THE PROPERTY LEGALLY DESCRIBED AS: BLOCK 1, LOT 1, AMENDED PLAT 2897 OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 3 EAST, TIETJEN TRIANGLE ADDITION, P.M.M. CASCADE COUNTY, MONTANA, TO REMOVE A CONDITION OF BUILDING PERMIT APPROVAL FOR A PLANNED UNIT DEVELOPMENT (PUD)**

\* \* \* \* \*

**WHEREAS**, a 5.949 acre aggregation of properties located at the northwest corner and the southeast corner of the intersection of Country Club Boulevard and Fox Farm Road were rezoned to Planned Unit Development (PUD) through adoption of Ordinance 3152 by the City Commission on May 2, 2017; and

**WHEREAS**, one of the property owners within the PUD, Billings Holdings, LLC, has petitioned the City of Great Falls to amend Ordinance 3152 to remove a Condition of Building Permit Approval affecting a 2.6 acre tract of land within the larger PUD. This Condition requires Billings Holdings, LLC to provide the City with proof of an access easement through an adjacent property located south of the 2.6 acre development tract prior to the issuance of a City building permit; and

**WHEREAS**, Billings Holdings, LLC has indicated to the City that it has made a good faith but ultimately unsuccessful effort to secure the easement and wishes to move forward and obtain a building permit without the PUD easement condition contained in Ordinance 3152; and

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on October 24, 2017, to consider said amendment and, at the conclusion of said hearing, passed a motion recommending the City Commission approve the applicant's request; and,

**WHEREAS**, notice of proposed modification to the PUD was published in the *Great Falls Tribune* advising that a public hearing would be held on the 5<sup>th</sup> day of December, 2017, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the modification to the PUD on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.29.050, and that the modification be made.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

Section 1. It is determined that herein requested PUD modification will meet the criteria and guidelines cited in Mont. Code Ann. §76-1-605, §76-2-304, and Section 17.16.29.050 of the Land Development Code of the City of Great Falls.

Section 2. That the owner of the property legally described as Block 1, Lot 1, Amended Plat 2897 of Section 14, Township 20 North, Range 3 East, Tietjen Triangle Addition, P.M.M. Cascade County, Montana, be authorized, through Ordinance 3182, to not be required to provide the access easement specified in Ordinance 3152.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading November 7, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 5, 2017.

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Bob Kelly, Mayor

ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

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Joseph Cik, Assistant City Attorney

State of Montana    )



County of Cascade : ss  
City of Great Falls )

I, Darcy Dea, Deputy City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3182 on the Great Falls Civic Center posting board and the Great Falls City website.

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Darcy Dea, Deputy City Clerk

(CITY SEAL)

# Planning & Community Development Department

## MEMO

To: Members of the City Commission; Brett & Sandra Haverlandt, Meadowlark FF&S LLC, Billings Holdings, LLC, Galloway Investments Inc.

From: Tom Micuda, Deputy Director; Craig Raymond, Director

Date: April 19 , 2017

Re: Fox Farm Planned Unit Development Proposal

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**BACKGROUND:** At the March 7, 2017 City Commission meeting, Ordinance 3152, which proposes a rezoning of approximately 5.949 acres on the south side of the Country Club Boulevard and Fox Farm Road intersection from Neighborhood commercial (C-1) to General commercial (C-2), was tabled by the City Commission. The tabling motion also instructed Planning and Community Development staff to develop a Planned Unit Development (PUD) proposal as an alternative to the applicant's request for General commercial zoning. This memo outlines the PUD proposal and is comprised of the following:

- Purpose of the PUD district
- Effect of the PUD on allowable uses
- Effect of PUD on access and circulation requirements

**PURPOSE OF THE PUD DISTRICT:** As outlined by the City Commission at its March 7, 2017 meeting, the approximately 5.949 acres located on the south side of the Country Club Boulevard and Fox Farm Road intersection does not have an existing land use pattern that is typical of a Neighborhood commercial zoning district which is, according to the City's Land Development Code, "intended to accommodate low intensity commercial activities that serve the nearby residential area." Instead, the 5.949 acres currently contains two very popular restaurants, a casino, and a convenience store/Subway restaurant characterized by high traffic volume. These land uses combined with the high traffic counts on both approaching roadways create a commercial node that serves a larger area than the surrounding adjacent neighborhood.

Additionally, the 5.949 acres contains a vacant approximately 2.6 acre tract of land that should logically be developed to complete the build-out of this commercial area. This PUD recognizes that the regulatory height limit of the C-1 zoning district creates a barrier to the applicant's desired land use – a four-story hotel. The regulations in the PUD would remove that barrier to allow hotel construction on the 2.6 acre parcel. However, PUD zoning is the preferred zoning approach in contrast to granting C-2 zoning for the following reasons:

- Granting C-2 zoning provides less control over future land uses and impacts that could otherwise be legally established over the 5.949 acres and may not be desirable with the residential areas located south of this commercial node. This PUD attempts to address that issue.
- Granting C-2 zoning makes it more difficult for the City to address legitimate safety issues associated with the congested condition of the Fox Farm Road and Country Club Boulevard intersection. This PUD attempts to address that issue.

**EFFECT OF THE PUD ON ALLOWABLE USES:** The PUD would allow the owners of property more flexibility in establishing land uses permitted in the C-2 zoning district. All uses listed in Section 17.20.3.010, Exhibits 20-1, 20-2, and 20-3 of the Official Code for the City of Great Falls (OCCGF) as Permitted or Conditional in the C-2 zoning district would apply to this PUD with the exception of the following uses which are prohibited because they may not be compatible with nearby residential areas:

- Campground
- Casino, type I
- Commercial Kennel
- Construction Materials Sales
- Contractor Yard, type I
- Large equipment rental
- Light manufacturing and assembly
- Vehicle repair
- Vehicle sales and rental
- Veterinary Clinic, large animal


**EFFECT OF THE PUD ON ACCESS AND CIRCULATION REQUIREMENTS:** The Country Club Boulevard and Fox Farm intersection is characterized by traffic congestion during peak traffic times as well as safety concerns associated with vehicles making turning movements into and out of the commercial businesses within the proposed PUD area. While left turn restrictions are present along Country Club Boulevard and a portion of Fox Farm Road, this issue is still a concern particularly where southbound traffic on Fox Farm Road turns left into the access drive for the Lucky Lil's Casino property. At the March 7 hearing, concerns were raised that additional development within the PUD, for instance hotel development on the vacant 2.6 acre parcel, could increase traffic congestion and negatively impact safety. Specifically, City staff's biggest concern is that future development traffic accessing the 2.6 acre parcel will use the Lucky Lil's driveway approach from Fox Farm Road. There is inadequate vehicle stacking at this left turn approach on Fox Farm Road.

If the 5.949 acres was rezoned to C-2, City staff would require the applicant to address the secondary access issue from Fox Farm Road through conditioning the permit review process. However, in order to provide the public and the City Commission greater certainty that traffic congestion and traffic safety issues are better addressed during the zoning process, the PUD imposes the following restrictions on the applicant prior to permit issuance:

- The applicant is required to obtain an access easement through the property legally described as Country Club Addition, Section 14, Township 20 North, Range 3 East, Block 003, Mark 6. This will allow motorists accessing properties in the PUD to legally utilize an already established vehicle circulation point from Alder Drive. Proof of easement, future design of this access, and associated directional signage on Alder Drive and Fox Farm Road must all be approved by the City prior to the issuance of any building permit for the 2.6 acre tract in the PUD.
- The applicant is required to mitigate “cut-through” access through the Lucky Lil’s Casino property (legally described as Lot 1B, Block 1, Tietjen Triangle Addition) and the Holiday Gas Station property (legally described as Lot 1, Block 1, Tietjen Triangle Addition). This is designed to direct future development traffic for the vacant 2.6 acre parcel to safer access from Alder Drive. Design of these cut-through mitigation measures shall be approved by the City prior to the issuance of any building permit for the 2.6 acre tract in the PUD.
- The applicant shall submit a proposal to the Montana Department of Transportation (MDT) and the City of Great Falls to increase left-turn vehicle stacking at the Fox Farm Road access into the Lucky Lil’s Casino property. If this proposal is approved by MDT, it shall be implemented prior to the issuance of a future occupancy permit associated with development of the vacant 2.6 acre parcel.

Thank you.

Approved by:

  
Craig Raymond, Director

Enclosures:

Cc: Property file

EXHIBIT B



<p>DRAWING INFORMATION: OFFICE PROJECT NUMBER: OWNER FILE NUMBER: CAD FILE NAME: ASSOCIATED PROJECTS:</p>	<p>SHEET TITLE:  SITE IMPROVEMENTS</p>	<p>PROJECT NAME:  MAINSTAY SUITES &amp; SLEEP INN &amp; SUITES</p>	<p>OWNER:  BILLINGS HOLDINGS, LLC</p>	<p>PROFESSIONAL SEAL  BY: KJM DATE: 3/2/16</p>	<p>(406)727-2385 OFFICE (406)727-3656 FAX <a href="http://www.bskycve.com">www.bskycve.com</a> <b>bsc&amp;e</b> BIG SKY CIVIL &amp; ENVIRONMENTAL, INC ENGINEER-PLANNING-DESIGNER-LAND SURVEYOR-ENVIRONMENTAL SPECIALISTS 1324 132th Ave. SW - P.O. BOX 9625 GREAT FALLS, MT 59403</p>
<p>FIGURE:</p>					

EXHIBIT C



Montana Department of Transportation

2701 Prospect Avenue  
PO Box 201001  
Helena MT 59620-1001

Michael T. Tooley, Director  
Steve Bullock, Governor

August 17, 2017

Mr. Joseph N. Murphy, P.E.  
Big Sky Civil and Environmental, Inc.  
PO Box 3625  
Great Falls, MT 59403

Subject: 10<sup>th</sup> Avenue Hotel (Town Pump) Approach Request – US 89, MP 95.68 (65.71.883.01)

Dear Joe:


The Montana Department of Transportation (MDT) has reviewed your response to our original comments concerning the proposed median and approach modifications to Fox Farm Road and 10<sup>th</sup> Avenue South intersection. We have the following comments:

- MDT will not endorse moving the approach Lucky Lil's Casino approach on Fox Farm Road from the existing location.
- MDT agrees conceptually to the modification of the median replacing it with "quick-curb" with re-stripping of epoxy lane lines and installation of flexible delineators.

MDT requests that you fully vet our preferred median concept with the City of Great Falls. Once accepted please submit a detailed plan for MDT review. MDT will seek Montana Transportation Commission approvals as needed for this proposed work on the system.

If you would like to discuss MDT comments noted above, please contact me at (406) 444-9416.

Sincerely,

  
Mike Tierney, Planner  
Policy, Program and Performance Analysis Bureau  
Rail, Transit & Planning Division

Copy: Doug Wilmot, P.E., Great Falls District Administrator  
Stephen Prinzing, P.E., District Pre-Construction Engineer  
Harry Barnett, Great Falls Area Maintenance Chief  
Stan Brelin, P.E., Traffic Operations and Analysis Unit Lead  
Carlton Urban, P.E., PTOE, Great Falls District Traffic Engineer  
Andrew Finch, Senior Planner, Planning & Community Development Department  
City of Great Falls, P.O. Box 5021, Great Falls, MT 59403

An Equal Opportunity Employer

## **BASIS OF DECISION – PLANNED UNIT DEVELOPMENT (Findings for City Commission)**

Tietgen Triangle Addition, Block 1, Lot 1, Amended Plat 2897, Section 14, Township 20 North, Range 3 East, PM, City of Great Falls, Cascade County, MT

### **PRIMARY REVIEW CRITERIA:**

The basis for decision on planned unit developments is listed in Official Code of the City of Great Falls § 17.16.29.050 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

#### **1. The development project is consistent with the City's Growth Policy;**

There are limited policies in the City's growth policy that address the narrow scope of the proposed Major Change – removing an access easement as a condition of the applicant receiving a building permit for construction on the 2.6 acre parcel zoned Planned Unit Development. However, since the request will impact the legal status of the project from Alder Drive and further burden access from Fox Farm Road, staff asserts that the request is inconsistent with the Growth Policy. Specifically, staff notes the following:

#### Transportation and Mobility

Phy4.4.1 Improve the ability of residents to travel from home to work, schools, shopping, employment centers and Activity Centers.

Phy4.4.12 Encourage development of network improvements that reduce emissions and idling times, reduce development costs, and increase efficiency of the road network. Examples include roundabouts, improved signal timing controls, construction of turn lanes and bike lanes, LED signal and street lighting, etc.

#### **Staff Commentary on Phy4.4.1:**

**The business area surrounding the Fox Farm Road corridor between Country Club Boulevard and Alder Drive is a designated Activity Center. The intersection at Fox Farm Road and Country Club is rated at a Level of Service D, with some observed points of congestions. Additionally, the access into the proposed development site via Lucky Lil's Casino has clearly identified safety issues. Although the applicant's proposed improvements to this access point may lessen the present safety concerns, the combination of continued growth affecting corridor traffic, lack of access control on Fox Farm Road, and the potential elimination of an easement opportunity for access from Alder Drive will reduce the ability of both residents and visitors to access businesses in this activity center.**

#### **Staff Commentary on Phy4.4.12:**

**The requested removal of the access easement requirement actually puts the City's roadway network under greater stress because it could result in a lack of access from a less congested intersecting street – Alder Drive. Access control from Fox Farm Road for existing business usage is already less than ideal, with multiple businesses having left turn accommodations on a street with periodic congestion. Allowing another business to gain what could be exclusive left turn access from Fox Farm Road makes it less likely in the**

future that the existing median will be extended further south.

**2. The development project is consistent with applicable neighborhood plans, if any;**

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located within Neighborhood Council #1, and this Council met with City staff and the applicant to discuss the project on October 10. Because the Council did not take a position on this project and there is no Neighborhood Plan for this area, staff cannot find consistency or inconsistency for this criterion. Staff does note that the original rezoning request faced significant neighborhood opposition earlier in the year, and staff has received several emails which are included in the packet that oppose the proposed Major Change.

**3. The establishment, maintenance, or operation of the development project will not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare;**

In this particular case, the most applicable criterion is how the removal of the easement might impact public safety. If the restaurant owner continues to allow access over private property to provide access to the hotel site, and the safety improvements are implemented at the Lucky Lil's access point, current levels of traffic safety may remain the same. However, staff cannot assume that the encroaching access via Alder Drive will remain in place. Loss of access would force vehicles to make left turns into the hotel through other commercial properties at a location that currently has some congestion and may have more in the future. City staff and its boards/commissions must always consider the long-term impacts of development decisions on public safety.

**4. The development project will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;**

Some adjoining properties are owned by the applicant, so the applicant and related businesses presumably believe that the inability to obtain easement access from Alder Drive will not negatively impact their use of property as a result of greater cut-through traffic. In this respect, the Holiday convenience store and Lucky Lil's would see additional cross-traffic activity if Alder Drive access is impeded by the adjoining owner. All adjoining businesses on the east of Fox Farm and several on the west side will benefit from hotel commerce. Staff cannot make a definitive injury finding for this criterion.

**5. The development project will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;**

The Major Change being requested should not impede the normal and orderly development of surrounding property. All surrounding properties contain fully developed business or residential land uses.

**6. The proposed design of the building and other structures are compatible with the desired character of the neighborhood;**

This criterion is not applicable to the Major Change being requested.



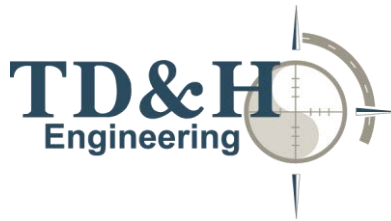
**7. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;**

The Major Change request clearly affects the adequacy of access roads, more specifically access points, for the project. If the Major Change is supported by the City Commission, the project will be left with right-in/right-out access from Country Club Boulevard and access through the Lucky Lil's Casino. The Casino access point works for the applicant because they control both the development site and the casino property. However, even this access functions as a parking lot aisle for an existing business. This is just one reason why it's important that the proposed hotel have complete control of one access point that will allow for safer left turns directly from a public street. As a result, an adequate access road network is not being provided.

**8. Adequate measures have been or will be taken to provide ingress and egress so as to minimize traffic congestion in the public streets;**

The proposal to delete the easement condition means that adequate measures to provide ingress and egress and, as a result, minimize traffic congestion have not been provided. Potential loss of access from Alder Drive reduces options for motorists and funnels left turns to a location with identified safety problems. The location on Fox Farm Road has some congestion and requires motorists to drive through a separate business. Although the City supports the safety improvements being proposed to the left-turn access point, the proposed access plan certainly does not minimize congestion.

1800 River Drive North  
Great Falls, MT 59401



406.761.3010  
tdhengineering.com

October 19, 2017

City of Great Falls  
Attn: Tom Micuda, AICP  
Deputy Director, Planning & Community Development  
PO Box 5021  
Great Falls, MT 59403

**RE: TRAFFIC IMPACT STUDY REVIEW**  
**PROPOSED NEW HOTEL – COUNTRY CLUB BLVD & FOX FARM RD**  
**TD&H ENGINEERING JOB NO. 17-236**

Dear Tom,

Thank you for contacting me about reviewing the referenced TIS. I have reviewed the study and find that it generally follows standard guidelines. The method for calculating vehicular trips generated by the development, and assigning them to the street network, is supportable. The number of vehicular trips generated by the development is very low in comparison to the volumes handled by the adjacent streets. The conclusions of the report would not be affected by minor changes in the scale of the development, such as changes to the number of proposed hotel rooms within a range of plus or minus 15 rooms. These small variations are within the size of the expected day-to-day variation of the background traffic. The method made a couple of conservative assumptions that build in some safety factor.

The decision not to analyze conditions in a future design year is supportable on the basis of the small number of trips generated and the relatively low growth rates in the area. However, if the project were postponed significantly, the capacity analysis may become outdated. I don't believe that would impact any of the general conclusions of the report though.

The study does not mention planned improvements to the signalized intersection discussed in the MDT Gore Hill to Emerson Junction I-15 corridor study published in 2015. These include an auxiliary westbound through lane and an eastbound dual left turn. These modifications might have some effect on the capacity analysis presented. In the end, it seems unlikely the improvements would result in any changes to the recommendations, however.

In Tables 3 and 4, LOS D is highlighted as "substandard" level of service on individual movements in the peak hour. In the absence of local standards about minimum LOS, LOS D is not a concern on individual movements and in fact may indicate that the intersection is appropriately scaled, i.e. not overbuilt for conditions that prevail most of the day. Standard traffic engineering practice identifies overall intersection LOS D and movement or approach LOS E as the minimum thresholds for acceptable operations. Many of the movements

were shown to be on the low range of LOS D or in a few cases just into LOS E, which means there is some buffer before reaching levels that would require action.

The study indicates excellent level of service on the site access onto Country Club Boulevard, which may lead to the possibility of combining some of the accesses if that could be coordinated with adjacent landowners. MDT guidelines suggest a recommended spacing of 400 feet for approaches. While this might be excessive in some contexts, on a high-speed arterial, it is not unreasonable. One method to determine spacing between driveways is to provide a distance equivalent to the stopping sight distance for the roadway speed, so in this case 360 feet for 45 mph. This would indicate that two approaches between the three properties east of the signalized intersection would be appropriate. The main reasons for consolidating approaches are to preserve capacity on the arterial and to improve safety by reducing conflict points.

The recommendation to install stop control on the north site access is questionable. Stop control is implied on private approaches onto public right of way. None of the other approaches in the vicinity have stop signing. Adding a stop sign at an individual approach, if that is the intent of the recommendation, could lead to confusion about expected driver behavior at the other driveways.

The site will occupy what is an existing "rat run" shortcut from the Alder intersection to the north site access. I observed vehicles northbound on Fox Farm that decided to use this route and avoid the queue at the NB right at the signal during the busy AM period. I also saw a vehicle that was WB on Alder use this route rather than Fox Farm to the signal. Despite some speed bumps, vehicles make this short cut at roadway speeds. The report graphics appear to show no change to this north south corridor through the site, although it involves driving across private property adjacent to Alder. If there is no restriction planned, then the owner should expect off site traffic to continue to use this route, leading to dangerous conflicts with parking lot traffic and pedestrians. At a minimum, a recommendation could be made to use effective traffic calming measures (out of direction travel) and landscaping or building placement to block the appearance of a clear travel path across the site. The shortcut from access 4 to access 2, while less obvious, should also be deterred by site layout. On the other hand, there may be a public interest, as well as advantages to the developer and adjacent businesses, to formalize access to the site from Alder, while still removing the clear travel path through the hotel site. In that case, the Alder intersection and the informal access onto Alder should both be study intersections. Because the volumes are so low, it is unlikely that there would be any capacity issues, but that would need to be confirmed with data. Intersection sight distance at Alder and Fox Farm appears to be impaired by overgrown landscaping on the island south of the intersection.

The study does not document whether crash data was obtained or reviewed. With the complex arrangement of approaches in the functional area of the signalized intersection, there is a distinct possibility of crash experience. It would be prudent to analyze crash history particularly with respect to the access on Fox Farm. A review of Google earth aerial photos indicates that the existing small raised median on Fox Farm was placed sometime around 2010. It would be good to know what impact the island and striping change on Fox Farm has had on safety, as part of determining whether adding traffic to the approach is advisable.

The existing median island north of access 4 on Fox Farm Road is problematic. It no longer serves to prevent left turns from any approaches, and its configuration seems to suggest a left turn bay shadow for access 4. However, the length of the taper is completely inadequate to provide storage for left turning vehicles or safely decelerate them out of traffic just downstream from the dual left turn. In practice, this island prevents full utilization of the left hand through-left lane at the intersection and so appears to have a pronounced negative impact on capacity. The study documents that the northbound queue blocks this left turn into site access 4, which compounds the need for some storage for the movement. Because the dedicated right turn lane is likely to be moving while the through lane is not, well-intentioned motorists might be inclined to leave a gap for left turners, exposing them to a crash with a vehicle northbound in the right turn lane. The study makes no recommendations about this awkward and potentially hazardous left turn. While it would clearly be beneficial to reconfigure the island to provide more storage for the left turn, preservation of capacity at the intersection is a higher public good and should not be compromised



The study documents a drop in level of service from LOS D to E for the northbound left-through lanes in the AM peak, and an increase in the queue of about a car length. While the existing conditions were marginal and the change in control delay is only about 3 seconds per vehicle, this does highlight the sensitivity of this movement. The figure depicts the length of the calculated northbound AM peak queues. This shows that site access 4 is within the functional area of the signalized intersection. At a minimum, the upstream functional area includes the queue length. In both the AM and PM peak the northbound queues overlap site access 4. There is a clear public interest in protecting the capacity of this intersection by limiting conflicting movements in that area. It appears that in the past decisions have been made to favor local access over capacity by restriping from dedicated left turn bays to a TWLTL and adding the small island. This is improvement is

questionable, and it would be good to understand the basis for the conversion, and whether the assumptions are still holding true. It would be reasonable to stripe the block from Alder to 10th as back to back left turn bays, and possibly add delineator curb to prevent left turns. On the other hand, it would be reasonable to transition the TWLTL striping directly to the NB dedicated lane striping without an island. This would allow left turns during non-peak hours but enhance use of the dedicated lane during the peak hour. Whether de-facto or de-jure, the restrictions on left turn access at site access 4 make access via Alder a worthwhile consideration.

The method used to calculate the queue lengths at the signalized intersection assumes the lanes are longer than the calculated queues. In fact, the median on Fox Farm restricts the available storage to about one quarter the calculated queue length. This means the actual queue will be longer than the calculated one in some situations as traffic spills back from the restriction at the through-left lane. I observed a northbound queue extending into the Alder intersection at around 7:45 am on Wednesday, October 18, which lends some confirmation that this effect is happening. It seems likely that delays are greater than what was calculated in the study due to restriction by the island.

The capacity calculation method used for site access 4 assumes free flowing conditions on the major road. However, the study documents that during the peak hour, the access will be blocked by the queues from the downstream signalized intersection. The measures of effectiveness presented for the site access are not valid under peak hour conditions and should not be used. While the peak hour of the hotel is probably offset from the peak hour of adjacent street traffic, I interpreted the study to be presenting conditions prevailing during the peak hour of the roadways.

## SUMMARY

- Consolidation of approaches on Country Club Boulevard should be pursued. Recommendations for installation of stop control on private approaches should be clarified.
- Further clarification is warranted of how the existing south site access off Alder will be handled, and further data and analysis may be appropriate.
- It is not clear to me that the west site access does or will operate safely and efficiently. I believe further analysis of this access is justified.

Thanks again for the opportunity to review and feel free to contact me with any questions.

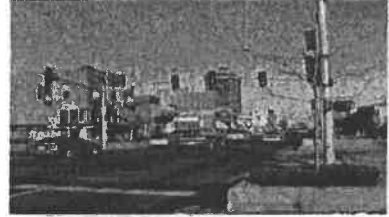
Sincerely,



**Christopher K. Ward PE**  
Senior Transportation Engineer  
**TD&H ENGINEERING**



engineers • surveyors • planners • scientists



## Traffic Impact Study

### PROPOSED NEW HOTEL

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#### Country Club Boulevard & Fox Farm Road

Great Falls - Cascade County, Montana

March 2016

MMI No. 2947.015

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# Traffic Impact Study

Proposed New Hotel – Country Club Blvd & Fox Farm Rd | Great Falls, Montana



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## **Purpose of Report and Study Objectives**

This traffic impact study summarizes the potential impacts from a proposed new hotel in Great Falls, Montana. The information presented in this report is intended to evaluate the safety and operational aspects of the transportation system in the area of the proposed development under existing conditions as well as with estimated impacts. Study recommendations and conclusions are intended to provide guidance with respect to the short- and long-term function of the proposed site accesses and the area transportation system.

## **Proposed Development**

### **Development Description**

The proposed development is located in Great Falls, Cascade County, Montana on Lot 1, Block 1 of the Tietjen Triangle Addition situated in the southwest quarter of the northwest quarter of Section 14 and the southeast quarter of the northeast quarter of Section 15, Township 20 North, Range 3 East, Principal Meridian of Montana. Generally, the property is bordered by Country Club Boulevard (US Highway 89) to the north, an existing convenience store and gas station to the west, an existing casino to the west, a Dairy Queen restaurant to the southwest, an existing Chinese restaurant to the south, condominium and apartment residential properties to the east, and professional offices to the northeast. The site location is depicted in Figure 1 on the following page.

The proposed hotel development is still in its planning stages; however, for the purposes of this study the hotel has been evaluated as consisting of up to 95 rooms with a total gross floor area of up to approximately 48,000 square feet (ft<sup>2</sup>). One new site approach to Country Club Boulevard is included with the development, having a proposed width of forty feet (40 ft). The proposed new hotel is estimated to generate a total of 776 average weekday trips as well as 50 weekday AM and 57 weekday PM peak hour trips. The preliminarily proposed site layout is shown in Figure 2 on page 3.

### **Development Horizon**

Because this is a small development (having less than 500 estimated peak hour trips), it is not anticipated that this development would have significant impacts beyond its opening year assuming full build-out and occupancy. Therefore, this study will assess any impacts this development may have on the area transportation system in the anticipated 2017 opening year.

# Traffic Impact Study

Proposed New Hotel – Country Club Blvd & Fox Farm Rd | Great Falls, Montana

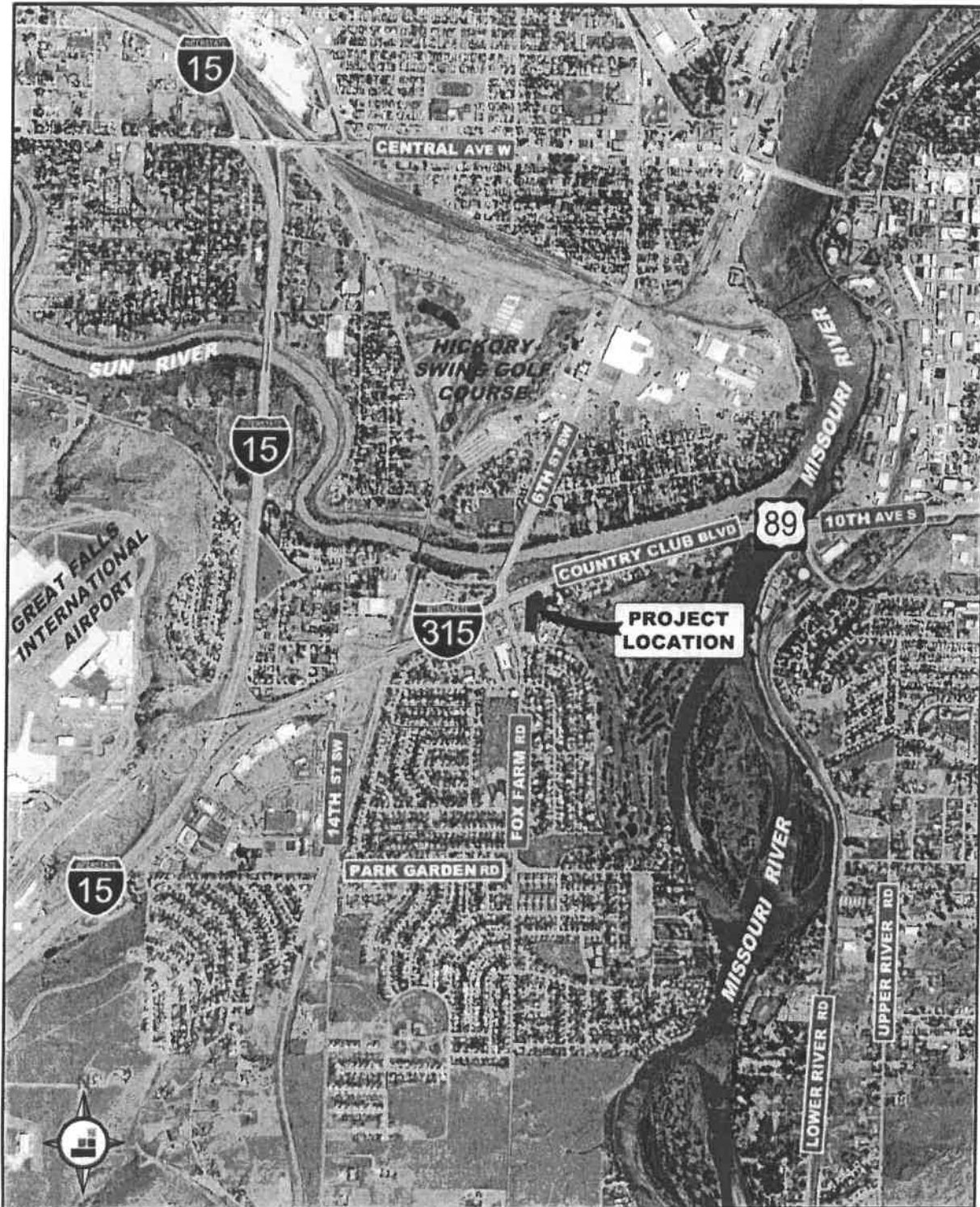


Figure 1: Site Location

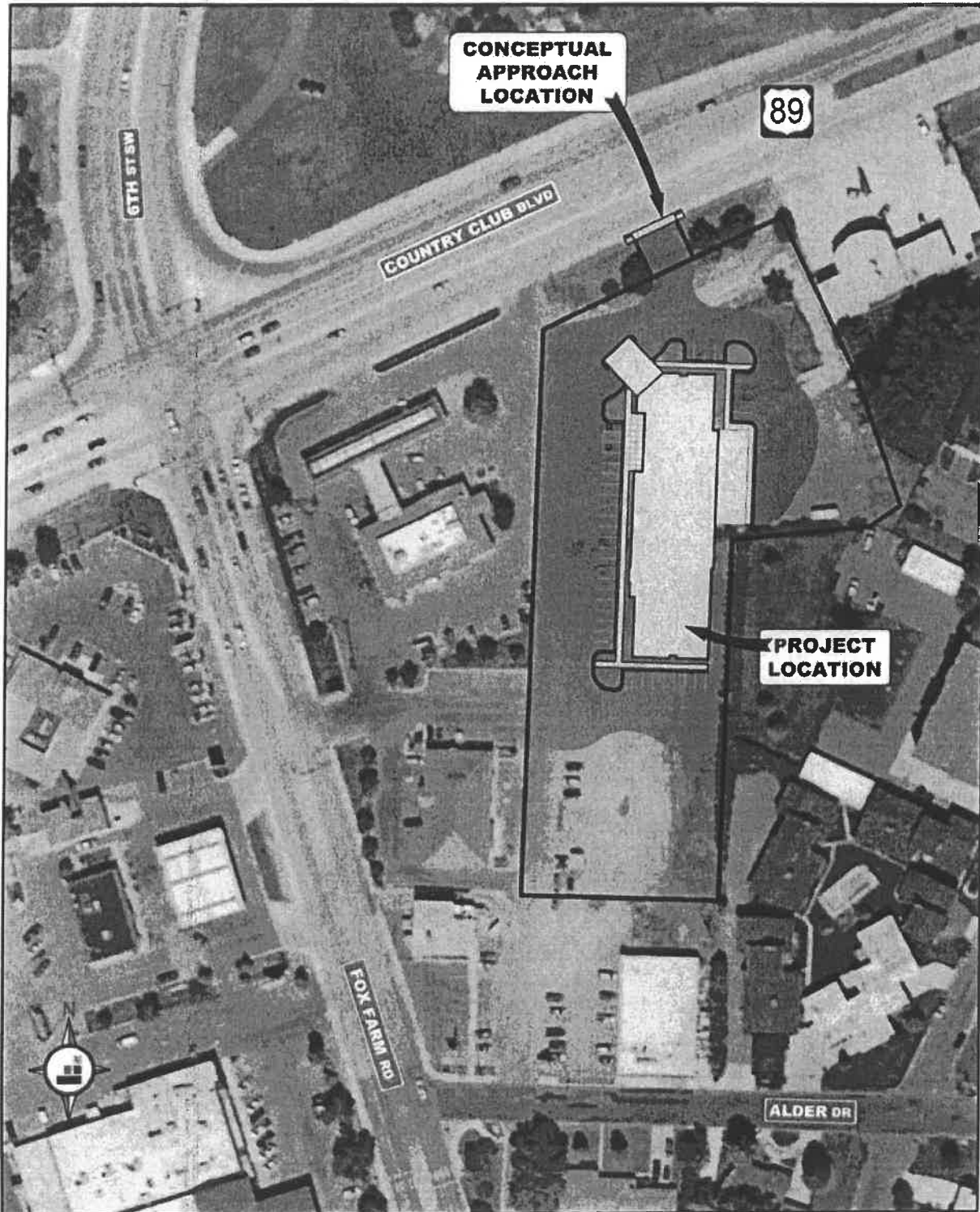


Figure 2: Preliminary Site Layout

# Traffic Impact Study

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## Study Area

The transportation impacts from a development are largely dependent on its location and size as well as the characteristics of the surrounding transportation system. The significant impacts to the adjacent transportation system will generally be within a limited area from the site. The study area for the proposed hotel development will focus on key intersections within proximity to the proposed site as well as the existing accesses to Country Club Boulevard and Fox Farm Road. The intersections included within this study are noted below.

- Country Club Boulevard & 6th Street SW / Fox Farm Road
- Country Club Boulevard & the Holiday Station Site Access
- Country Club Boulevard & the North Site Access
- Fox Farm Road & the West Site Access

## Development Trip Generation

Trip generation is a measure or forecast of the number of trips that begin or end at the development site. The traffic generated is a function of the extent and type of proposed development. There are a number of options available for estimating trip generation. This study utilized trip generation rates found in *Trip Generation, 9th Edition* published by the Institute of Transportation Engineers (ITE). The total estimated trip generation for the site is provided in Table 1 below. Analyses are summarized in Appendix C.

**Table 1: Estimated Site Trip Generation Summary**

Land Use	Units	Average Weekday Trips			Average Weekday, AM Peak Hour Trips			Average Weekday, PM Peak Hour Trips		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
Hotel	95	388	388	776	30	20	50	29	28	57
<i>Independent Variable Units = Rooms</i>										

As shown in Table 1, the proposed development generates an estimated 776 average weekday as well as average weekday AM and PM peak hour trips of 50 and 57 vehicles, respectively. In order to add a level of conservatism to the study, pass-by trips were not included in the trip generation analyses; therefore, the trips per room are comprised of only primary purpose trips. Primary purpose trips are those where the site is the primary origin or destination, which result in new trips on the roadway system. Pass-by trips are those that result from traffic passing on an adjacent roadway that enters the site and then exits, resuming travel in the same direction.

## **Development Trip Distribution**

Trip distribution and assignment is the process of identifying the probable destinations, directions, and traffic routes that development related traffic will likely affect. The estimated traffic generated by the development must be distributed and assigned in order to analyze the impacts on the roadway system and intersections within the study area. Various methods are available for estimating trip distribution, including the analogy, trip distribution model, area of influence, origin-destination (O-D), and surrogate data methods. For a hotel development, the proximity of major highways, airports, sports facilities, conference centers, businesses, and competing entities for the site are some of the key factors in determining the distribution of site generated trips. This study utilizes a combination of the analogy method, which bases the trip distribution on existing travel patterns in the area, and the area of influence method that assumes trips will originate or terminate within a given area. The trip distribution for the proposed hotel development is shown in Figure 3 on the following page.

## **Modal Split**

Modal split refers to how the total number of person trips are divided amongst the various means of travel such as automobile (both single occupant and carpool), walking, biking, or transit. In most instances, the automobile is the primary means of travel. However, the other means of travel may account for a portion of the trips generated by a site.

Transit, bicycling, and pedestrian trips are not assumed to comprise a significant portion of site related trips. Vehicular trips can be further identified as primary purpose, pass-by, diverted, and internal trips. Primary purpose trips are those where the site is the primary origin or destination, which result in new trips on the roadway system. As noted previously, pass-by trips are those that result from traffic passing on an adjacent roadway that enters the site and then exits, resuming travel in the same direction. As defined in *Transportation and Land Development, 2nd Edition* (Stover and Koepke, 2002), diverted trips are those that enter and exit a site that are diverted from a route other than the one to which the site has access. These can be both trips diverted from an adjacent route as well as those diverted from another route not adjacent to the site. Internal trips are those that begin and end within the site but do not affect the adjacent roadways. Pass-by, diverted, and internal trips are not estimated to be a significant portion of site generated trips and have been excluded from the analyses.

# Traffic Impact Study

Proposed New Hotel - Country Club Blvd & Fox Farm Rd | Great Falls, Montana

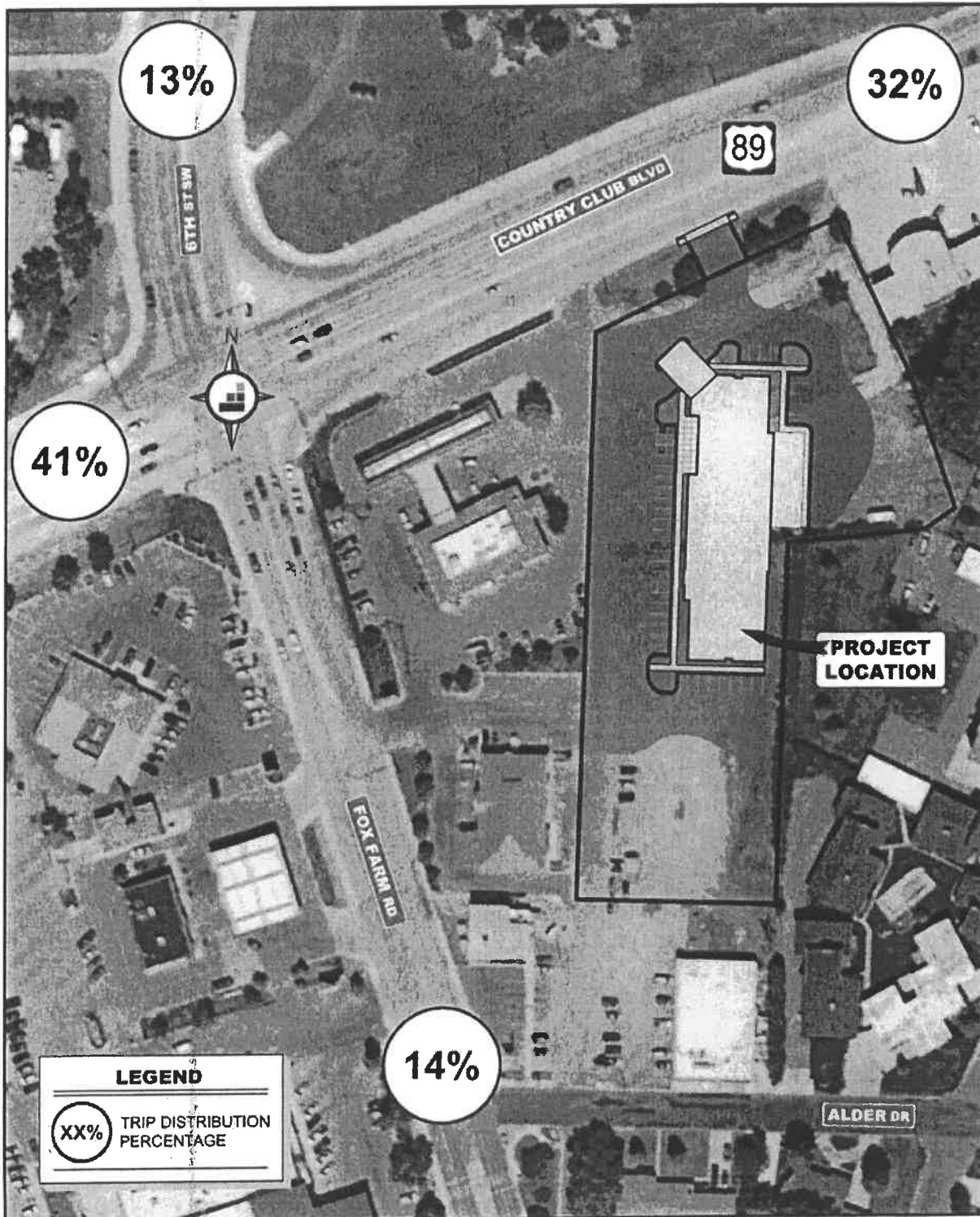


Figure 3: Primary Trip Distribution

### Trip Assignment

The assignment of development related traffic provides the information necessary to determine the level of site related impacts to the area roadway system and intersections. It involves determining the volume of traffic and its movements along the roadway system and at area intersections. At a minimum, trip assignment must also consider route choice, how the existing transportation system functions, and travel times to and from the site. The resulting traffic assignment for the proposed hotel development is shown in Figure 4 on the following page.

### Parking

Off-street parking requirements are defined in the City of Great Falls' land development code. These requirements define the minimum number of parking spaces required for a development in addition to requirements for off-street loading areas. The off-street parking requirements for the proposed hotel site are shown in Table 2 below.

**Table 2: Off-Street Parking Requirements**

Land Use Type	Criteria	Units	Total Parking Spaces Required
Hotel	1 Space Per Guest Unit	95	95
	1 Space Per Employee Per Shift	18	18
	Loading Area 25K to 50K SF Gross Floor Area	48K SF Gross Floor Area	1
<b>Total Minimum Number of Parking / Loading Spaces Required</b>			<b>114</b>

For a hotel having a gross floor area between 25,000 and 50,000 ft<sup>2</sup>, a minimum of one (1) off-street loading berth is required. Off-street loading berths "shall be at least 12' x 45' in size with a vertical clearance of fourteen feet (14'). (*Official Code of the City of Great Falls, November 17, 2015*) Accessible parking must also be provided in accordance with the Americans with Disabilities Act design standards. For a facility with 101 to 150 parking spaces, a minimum of five of those spaces must be accessible. Additionally, one of the five accessible spaces must be van accessible.

# Traffic Impact Study

Proposed New Hotel – Country Club Blvd & Fox Farm Rd | Great Falls, Montana

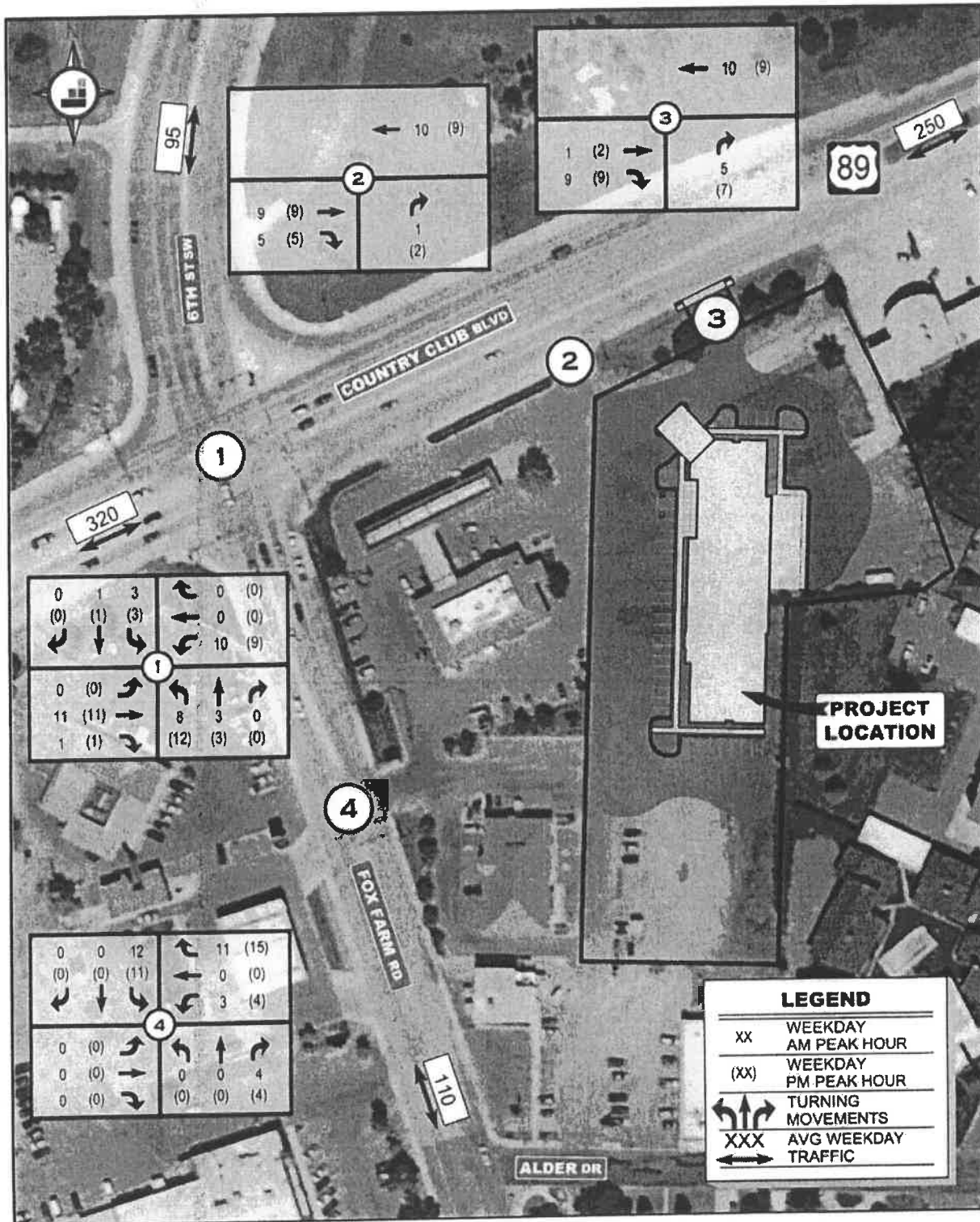


Figure 4: Site Traffic Assignment



## **Existing Area Conditions**

### **Study Area Land Use**

Currently, the site of the proposed hotel development is vacant. As stated previously, the property is bordered by Country Club Boulevard (US Highway 89) to the north, an existing convenience store and gas station to the west, an existing casino to the west, a Dairy Queen restaurant to the southwest, an existing Chinese restaurant to the south, condominium and apartment residential properties to the east, and professional offices to the northeast. There is also an existing Beef 'O' Brady's restaurant located across Fox Farm Road to the west as well as an existing Cenex Zip-Trip fuel station, convenience store, and Foxy's Casino. The existing development in the area can be seen in Figure 1 on page 2.

### **Transportation Network**

#### **Area Roadway System**

Access to the site is proposed to be provided to and from Country Club Boulevard. It is classified as a principal arterial roadway by MDT. It is a national highway system (NHS) non-interstate route (N-60N) and is also United States Highway 89 (US 89) and is under the jurisdiction of MDT. This route generally travels east-west, linking Interstate 15 just west of the study area easterly to where US 89 enters the east end of Great Falls. After crossing the Missouri River to the east of the site, Country Club Boulevard changes to 10th Avenue South (still US 89) as it proceeds easterly to its intersection with 57th Street South, which is also the United States Highway 87 by-pass. Beyond that intersection, US 89 continues east serving as a primary link between Great Falls and outlying communities. Adjacent to the proposed development, Country Club Boulevard is a divided roadway with a raised median, limiting access to the proposed development to right-in, right-out movements only.

#### **Intersections**

##### *Country Club Boulevard & 6th Street SW / Fox Farm Road*

The intersection of Country Club Boulevard and 6th Street SW / Fox Farm Road is currently a signalized intersection. Presently, the eastbound, Country Club Boulevard and southbound 6th Street SW approaches at the intersection include a left turn lane, two through lanes, and a right turn lane. The westbound, Country Club Boulevard approach at the intersection includes two left turn and two through lanes as well as a right turn lane. The northbound, Fox Farm Road approach includes a shared left turn and through lane in addition to separate through and right turn lanes. The traffic signal phasing and sequencing at this intersection do not presently allow for permissive left turn movements.

# Traffic Impact Study

Proposed New Hotel – Country Club Blvd & Fox Farm Rd | Great Falls, Montana



## Country Club Boulevard & Holiday Station Site Access

The existing access for the Holiday gas station and convenience store to Country Club Boulevard includes access control that limits vehicular movements to right-in, right-out access only. Country Club Boulevard has two eastbound through lanes adjacent to the access.

## Country Club Boulevard & the North Site Access

The proposed north site access to Country Club Boulevard would have the same access control restrictions as the access for the adjacent Holiday gas station and convenience store to the west. The proposed approach as shown in Figure 2 on page 3 is approximately 100 feet east of the access for the Holiday gas station and convenience store to the west.

## Fox Farm Road & Site Access

The access to Fox Farm Road is presently a full access approach that also serves the Holiday gas station and convenience store as well as Lucky Lil's Casino. It includes a single lane to accommodate left, through, and right turn vehicular movements. Fox Farm Road includes a two-way left turn lane adjacent to the approach as well as a through and shared through-right turn lane in both the northbound and southbound directions. On the west side of Fox Farm Road at the intersection are two site accesses separated by approximately 20 feet, which serve the Beef 'O' Brady's site as well as the Genex Zip-Trip gas station and convenience store as well as Foxy's Casino site.

## Traffic Volumes

Intersection turning movement counts were conducted by Morrison-Maierle, Inc. during the weekday AM and PM peak periods on Tuesday, March 1, 2016 at Country Club Boulevard and its intersections with 6th Street SW / Fox Farm Road and the site access as well as Fox Farm Road and its intersection with the site access. Intersection turning movement count data were adjusted for seasonal variations based on count factors available from MDT. Current daily traffic volumes are summarized in Figure 5 on the following page and are provided in Appendix C.

## Methodologies

This section documents the methodologies and assumptions used to conduct the traffic impact analyses for the proposed development. Study methodology and analyses are based on ITE's *Recommended Practices for Transportation Impact Analyses for Site Development*. These analyses are used to determine the project's conformance with City of Great Falls and Montana Department of Transportation (MDT) policies and evaluate whether the proposed development's impacts are perceptible to the average driver.

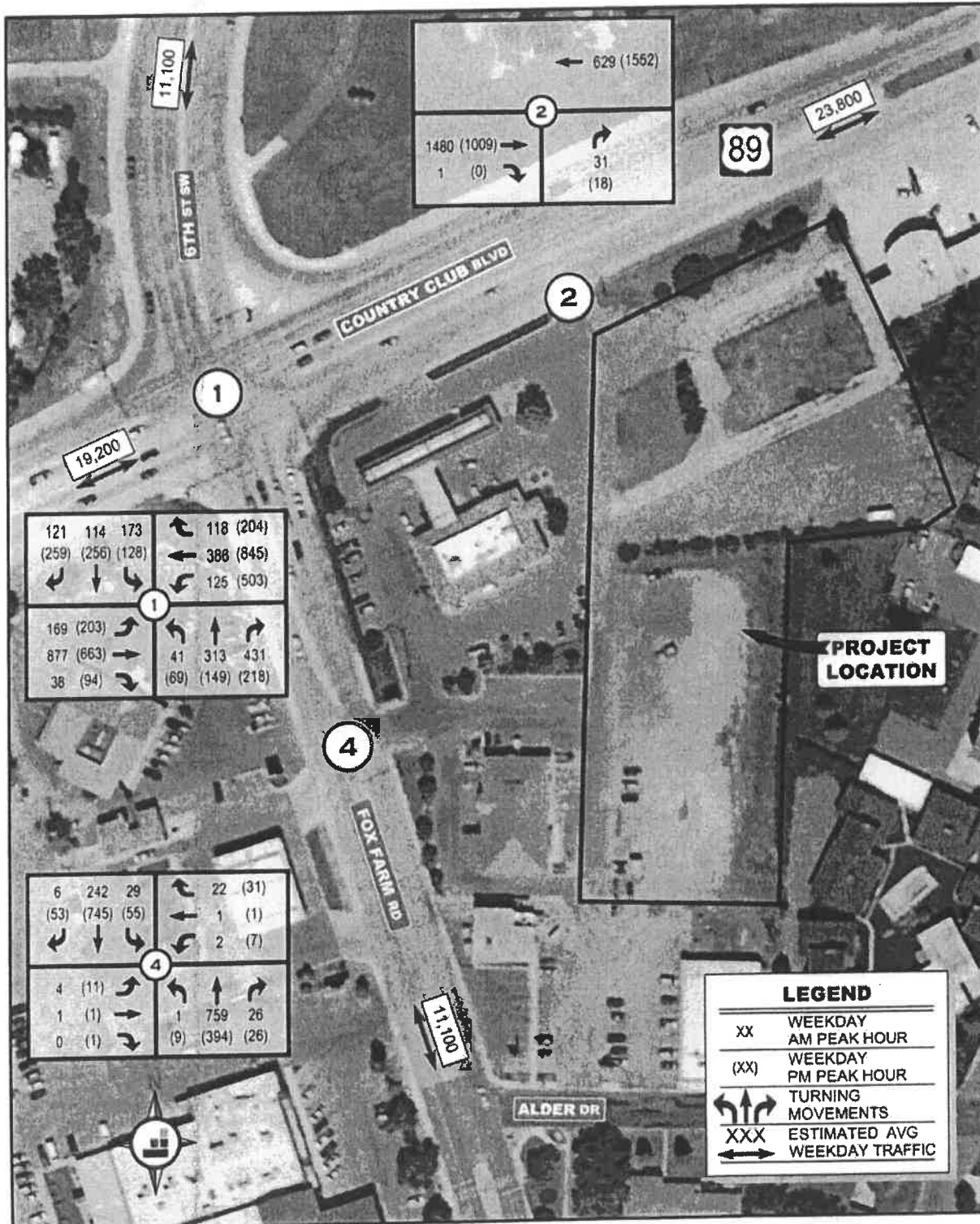


Figure 5: Current Daily Traffic

## Traffic Impact Study

Proposed New Hotel – Country Club Blvd & Fox Farm Rd | Great Falls, Montana



### Study Scenarios

This study presents analyses of the following scenarios:

- Existing Conditions
- Estimated 2017 Total Traffic

### Analysis Methodologies

Transportation system operating conditions are typically described in terms of "level of service". Level of service (LOS) is the performance measure used to evaluate the cumulative effects of such things as travel speed, traffic volumes, roadway and intersection capacity, travel delay, and traffic interruptions. Operating conditions are designated as LOS A through LOS F, which represents the most favorable to the least favorable operating conditions.

Level of service for intersections is determined by control delay. Control delay is defined as the total elapsed time from when a vehicle stops at the end of a queue to the time the vehicle departs from the stop line. The total elapsed time includes the time required for the vehicle to travel from the last-in-queue position to the first-in-queue position, including deceleration of vehicles from the free flow speed to the speed of vehicles in the queue. Appendix A lists the delay/LOS criteria listed in the *Highway Capacity Manual 2010* (HCM) published by the Transportation Research Board (TRB) for signalized and unsignalized intersections.

#### Signalized Intersection Analyses

Signalized intersection capacity and level of service analyses were performed using *TEAPAC Complete 2010, Ver 8.62 12MAY14 Build 01* (TEAPAC) developed and maintained by Strong Concepts. These analyses are based on HCM analysis methodology for evaluating signalized intersections, which is based on the "operational analysis" procedure. This technique utilizes 1,900 passenger cars per hour of green per lane (pcphgpl) as the maximum saturation flow of a single lane at an intersection. This saturation flow rate is adjusted to account for lane width, on-street parking, conflicting pedestrians, traffic composition, and shared lane movements. Average delay is calculated by taking a volume-weighted average of all the delays for all vehicles entering the intersection.

#### Two-Way Stop-Controlled (TWSC) Intersections

Two-way stop-controlled (TWSC) intersection capacity and level of service analyses were performed using *Highway Capacity Software Plus, Version 5.6* (HCS+) developed and maintained by the McTrans Center at the University of Florida. Unsignalized intersection analyses are based on Chapter 19 of the HCM. The HCM methodology for evaluating TWSC intersections is based on gap acceptance and

conflicting traffic for vehicles stopped on the minor street approaches. The critical gap (or minimum acceptable gap) is defined as the minimum time interval in the major street traffic stream that allows entry for one minor street vehicle. Average control delay and LOS for the “worst approach” are reported. Level of service is not defined for the intersection as a whole.

**Traffic Operations**

**Existing Conditions Analyses**

Capacity and level of service analyses were performed for Country Club Boulevard and its intersections with 6th Street SW / Fox Farm Road and the site access as well as the intersection of Fox Farm Road and the site access for existing conditions. Traffic signal timing and phase sequencing data for the intersection of Country Club Boulevard and 6th Street SW / Fox Farm Road was provided by MDT and was incorporated in the signalized intersection capacity and level-of-service analyses for the intersection. The intersection analyses are summarized in Table 3 below and continued on the following page. Appendix D-1 includes the results of the existing intersection operations analyses.

**Table 3: Current Daily Traffic Estimated Intersection Peak Period Operations Summary**

Intersection	Approach/ Movement	Weekday, AM Peak Hour				Weekday, PM Peak Hour			
		LOS	Delay (s/veh)	Volume to Capacity Ratio, v/c	HCM 95% Queue (ft)	LOS	Delay (s/veh)	Volume to Capacity Ratio, v/c	HCM 95% Queue (ft)
Country Club Blvd & 6th Street SW / Fox Farm Rd	Intersection	D	43.8	0.70	-	D	36.7	0.69	-
	EB L	D	44.6	0.73	195	D	42.6	0.77	205
	EB T	D	44.7	0.91	455	D	40.8	0.81	311
	EB R	C	24.1	0.08	31	C	29.0	0.22	77
	WB L	D	38.5	0.29	72	D	36.8	0.73	226
	WB T	C	27.5	0.40	176	D	37.3	0.83	372
	WB R	C	25.8	0.22	99	C	26.9	0.37	150
	NB LT	D	52.9	0.77	441	D	36.1	0.42	221
	NB R	E	57.4	0.92	441	C	21.4	0.35	139
	SB L	E	58.0	0.85	225	D	43.2	0.74	138
	SB T	D	39.3	0.30	69	D	42.1	0.74	136
	SB R	C	28.2	0.28	106	C	30.8	0.59	193

EB = Eastbound; WB = Westbound; NB = Northbound; SB = Southbound  
 L = Left; T = Through; R = Right; LT = Left-Through  
 - Substandard Level-of-Service | XXX = Queue Exceeds Available Storage

# Traffic Impact Study

Proposed New Hotel – Country Club Blvd & Fox Farm Rd | Great Falls, Montana



Table 3 (continued): Current Daily Traffic Estimated Intersection Peak Period Operations Summary

Country Club Blvd & Holiday Access	EB T	A	-	-	-	A	-	-	-
	EB TR	A	-	-	-	A	-	-	-
	WB T	A	-	-	-	A	-	-	-
	NB R	B	10.3	0.05	1	A	9.3	0.02	1
Fox Farm Rd & Site Access	EB LTR	C	24.5	0.03	2	D	25.8	0.07	6
	WB LTR	C	18.3	0.09	8	B	14.7	0.10	9
	NB L	A	7.8	0.00	0	A	10.0	0.01	1
	NB TR	A	-	-	-	A	-	-	-
	SB L	B	10.2	0.05	0.15	A	8.5	0.06	5
	SB TR	A	-	-	-	A	-	-	-

EB = Eastbound; WB = Westbound; NB = Northbound; SB = Southbound  
L = Left; T = Through; R = Right; LTR = Left-Through-Right; TR = Through-Right

= Substandard Level-of-Service

## Cumulative Conditions Analyses

### Estimated Total Traffic Volumes

Site-generated traffic from the proposed hotel development was combined with 2016 current daily traffic to establish the total traffic volumes that were used in the impact analyses. Estimated total traffic is shown in Figure 6 on the following page.

### Estimated Total Traffic Operations

Capacity and level of service analyses were also performed for the study area intersections for estimated total traffic conditions. Traffic signal timing and phase sequencing data for the intersection of Country Club Boulevard and 6th Street SW / Fox Farm Road remained unchanged from the existing conditions analyses. The intersection analyses for estimated total traffic conditions are summarized in Table 4 on page 16 and included in Appendix D-2.

## Findings

### Improvement Needs for Existing Conditions

For the deficiencies currently being experienced at the intersection of Country Club Boulevard and 6th Street SW / Fox Farm Road, it may be possible to slightly improve operations with modifications to the signal operations to allow for eastbound permissive left turn movements; however, limited cost effective options are available that would achieve substantial operational improvements. In order to markedly improve the function of the intersection, additional geometric improvements would be necessary.

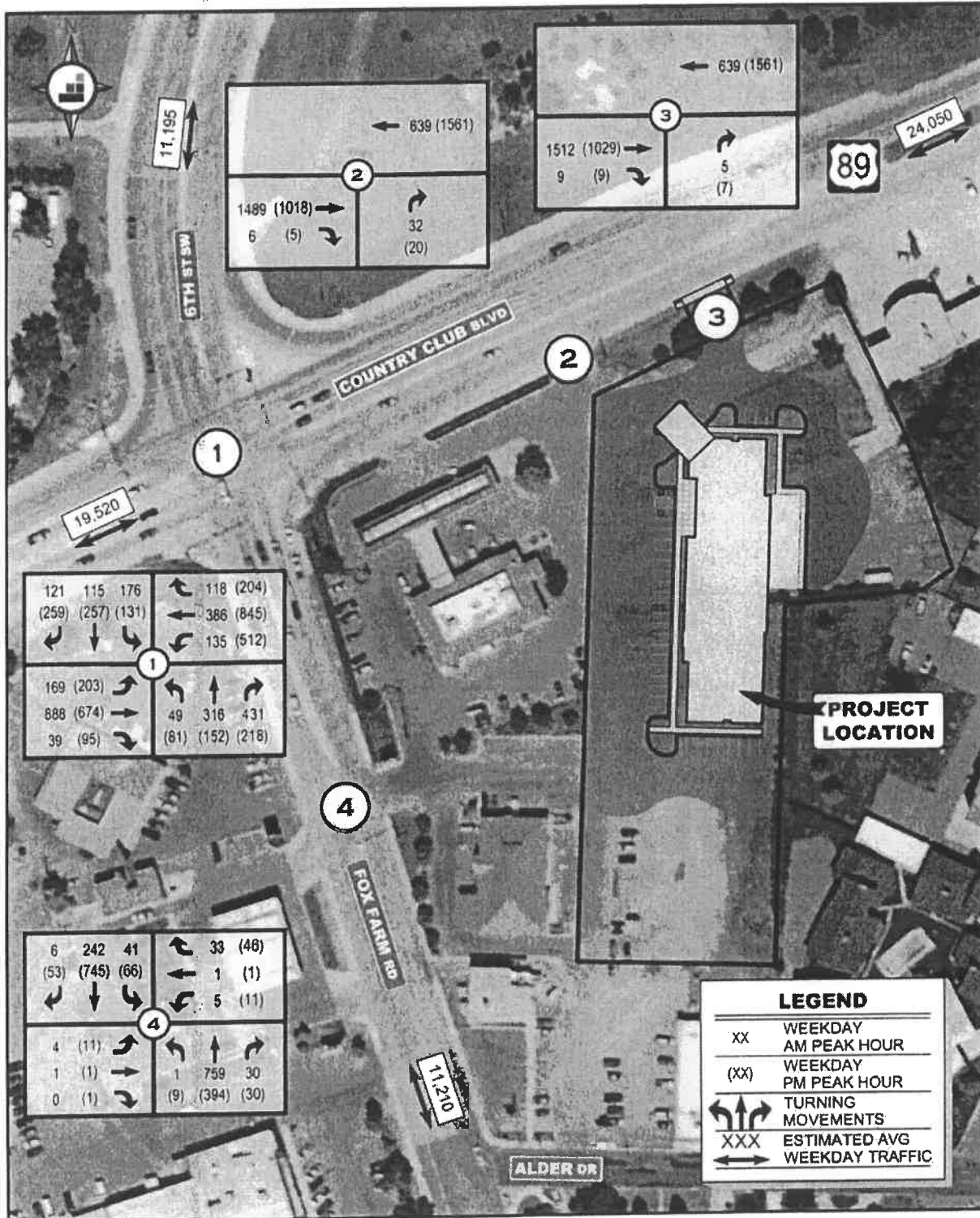


Figure 6: Estimated Total Traffic

# Traffic Impact Study

Proposed New Hotel – Country Club Blvd & Fox Farm Rd | Great Falls, Montana



Table 4: Estimated Total Traffic Estimated Intersection Peak Period Operations Summary

Intersection	Approach/ Movement	Weekday, AM Peak Hour				Weekday, PM Peak Hour			
		LOS	Delay (s/veh)	Volume to Capacity Ratio, v/c	HCM 95% Queue (ft)	LOS	Delay (s/veh)	Volume to Capacity Ratio, v/c	HCM 95% Queue (ft)
Country Club Blvd & 6th Street SW / Fox Farm Rd	Intersection	D	44.9	0.70	-	D	36.9	0.70	-
	EB L	D	45.1	0.73	197	D	42.8	0.77	205
	EB T	D	45.6	0.91	466	D	40.7	0.81	315
	EB R	C	24.2	0.08	32	C	28.8	0.22	78
	WB L	D	39.0	0.31	79	D	37.9	0.76	234
	WB T	C	27.5	0.40	176	D	37.5	0.83	373
	WB R	C	25.7	0.22	99	C	27.0	0.37	151
	NB LT	E	56.5	0.79	468	D	36.4	0.44	235
	NB R	E	58.5	0.93	446	C	21.8	0.36	141
	SB L	E	59.3	0.85	232	D	43.2	0.75	141
	SB T	D	39.5	0.30	70	D	42.0	0.74	137
	SB R	C	28.4	0.28	106	C	30.8	0.59	193
Country Club Blvd & Holiday Access	EB T	A	-	-	-	A	-	-	-
	EB TR	A	-	-	-	A	-	-	-
	WB T	A	-	-	-	A	-	-	-
	NB R	B	10.4	0.05	4	A	9.4	0.03	3
Country Club Blvd & Site Access	EB T	A	-	-	-	A	-	-	-
	EB TR	A	-	-	-	A	-	-	-
	WB T	A	-	-	-	A	-	-	-
	NB R	B	10.4	0.01	1	A	9.6	0.01	1
Fox Farm Rd & Site Access	EB LTR	D	26.6	0.03	2	D	27.2	0.08	7
	WB LTR	C	19.1	0.15	13	C	15.6	0.16	14
	NB L	A	7.8	0.00	0	A	10.0	0.01	1
	NB TR	A	-	-	-	A	-	-	-
	SB L	B	10.3	0.07	5	A	8.6	0.07	6
	SB TR	A	-	-	-	A	-	-	-

EB = Eastbound; WB = Westbound; NB = Northbound; SB = Southbound  
 L = Left; T = Through; R = Right; LT = Left-Through; TR = Through-Right; LTR = Left-Through-Right  
 = Substandard Level-of-Service | XXX = Queue Exceeds Available Storage



### **Improvement Needs for Cumulative Conditions**

Based on the analyses included within this study, the addition of site generated traffic from the proposed hotel development would have minor impact to the area transportation system. The analyses did not reveal any deficiencies with regard to traffic operations that would require mitigation as a result of site generated traffic contributions from the proposed development.

### **Conclusions & Recommendations**

Analysis of trip generation estimates, site circulation, and traffic operations reveal that the proposed hotel development will have minimal impact on the area transportation system. Based on the analyses included herein, the following are recommended as appropriate:

#### **Country Club Boulevard Site Access**

- Stop control should be installed on the northbound, right-in, right-out site access approach to Country Club Boulevard in accordance with MDT standards.

#### **Interior Development Roadways/Drive Aisles & Intersections**

- Proposed development roadways/drive aisles shall be constructed to City of Great Falls standards, at a minimum.
- Adequate sight distance must be preserved at interior development intersections.
- Appropriate design vehicles should be evaluated in the layout of interior development roadways / drive aisles and intersections.

If the above improvements are implemented as recommended, any impacts resulting from the proposed development should operate safely and efficiently. All traffic control improvements should be installed in accordance with MDT, City of Great Falls, and the *Manual on Uniform Traffic Control Devices* standards.



September 12, 2017

Mr. Tom Micuda, AICP  
Deputy Director  
City of Great Falls Planning & Community Development  
P.O. Box 5021  
Great Falls, MT 59403

RE: Fox Farm Planned Unit Development (PUD)

Dear Mr. Micuda,

Please let this correspondence serve as our formal narrative to support the Development Application for the 2.6 acre parcel located near the intersection of Fox Farm Road and Country Club Boulevard.

#### Written Description of Development Application

The "Fox Farm PUD" consists of the 2.6-acre parcel of ground owned by Billings Holdings LLC. The property is located near the intersection of Fox Farm Road and Country Club Boulevard, also known as 10<sup>th</sup> Ave So. The property owner, their address, acreage, and other appurtenant information are contained within the application and other accompanying exhibits. In short, the property and proposed development consist of the following:

- Billings Holdings LLC: Proposed Sleep Inn / Mainstay Hotel

#### Written Statement Outlining the Reasons for Development Application

Area property owners had previous meetings with City of Great Falls planning staff in an effort to initiate a change from C1 to C2 zoning. The primary reasons expressed by the property owners and/or City staff were as follows: 1) provide property owners added flexibility with respect to the City Sign Code, 2) change zoning such that it is *generally* consistent with other properties along 10<sup>th</sup> Avenue South, 3) provide more flexibility in property uses, and 4) change zoning such that it is consistent with what the City of Great Falls desired and initially intended for these properties. The latter reason had been expressed by City of Great Falls staffing during meetings leading up to the initial request to change zoning from C1.

Billings Holdings LLC has completed design for a proposed hotel development on vacant property that exists between Dahlquist Realtors and the Holiday Convenience Store. The former C1 zoning restricted the structure to a total height of 35 feet, and the proposed hotel height will be four stories and will exceed 50 feet. So, in addition to the reasons provided in the previous paragraph, Billings Holdings LLC had sought a zoning designation with conditions that would accommodate their proposed building height.

The development, as proposed, will have only a slight effect on traffic in the area; the Sleep Inn / Mainstay traffic has been thoroughly studied and evaluated in a Traffic Impact Study (TIS), a copy of which was earlier furnished to the City. As per your request, the TIS is again attached herein for review. The TIS was reviewed and accepted by the Montana Department of Transportation

(MDT). As a condition of approval, MDT requested that the hotel and Dahlquist Realtors use a combined approach for ingress/egress, thereby eliminating the need for a new approach from Country Club Boulevard. Additionally, MDT has approved the concept for modifying the median in Fox Farm Road which will allow for improved left-turn movements – for southbound traffic – into the shared approach between the Holiday C-store and Lucky Lil's. The hotel developer will continue to work with the City of Great Falls in an effort to relocate this shared approach slightly to the south.

The use and value of residential properties in the vicinity of the development remain unchanged; and the proposed hotel use will be consistent with historic uses of the property (a motel/hotel previously existed on this property but was razed more than a decade ago).

As you are aware, the City Commission approved the PUD zone change and the proposed hotel development with conditions. One condition called for Billings Holdings LLC to obtain an easement through the Chinatown parking lot. Billings Holdings LLC negotiated in good faith for many months in an effort to obtain the easement. They offered to upgrade Chinatown's parking lot, to install a storm drain that would resolve storm drainage issues on the Chinatown property, to place Chinatown menus in all rooms within the hotel, and they also offered a large sum of cash to Chinatown. When Chinatown finally responded to Town Pump, which only occurred after several months of delays, their easement demands were entirely unreasonable and not in good faith. Therefore, we wish to begin the development application process anew with this submittal.

On behalf of our client, Billings Holdings LLC, we appreciate the City's cooperation and assistance on this matter. Please let me know if you have any questions or concerns.

Sincerely,

***Big Sky Civil & Environmental, Inc.***




Joseph N. Murphy, P.E.

encl.    Signed Application  
          Zoning Map Amendment Checklist  
          Traffic Impact Study  
          Updated Site Plan  
          List of Property Owners  
          Miscellaneous Exhibits


cc:        Dan Sampson

# AERIAL MAP



 Subject Property

 City Limits

 Tracts of Land





**TITLE:**

CURRENT ZONING: PUD  
 PROPOSED ZONING: PUD

**PROJECT:**

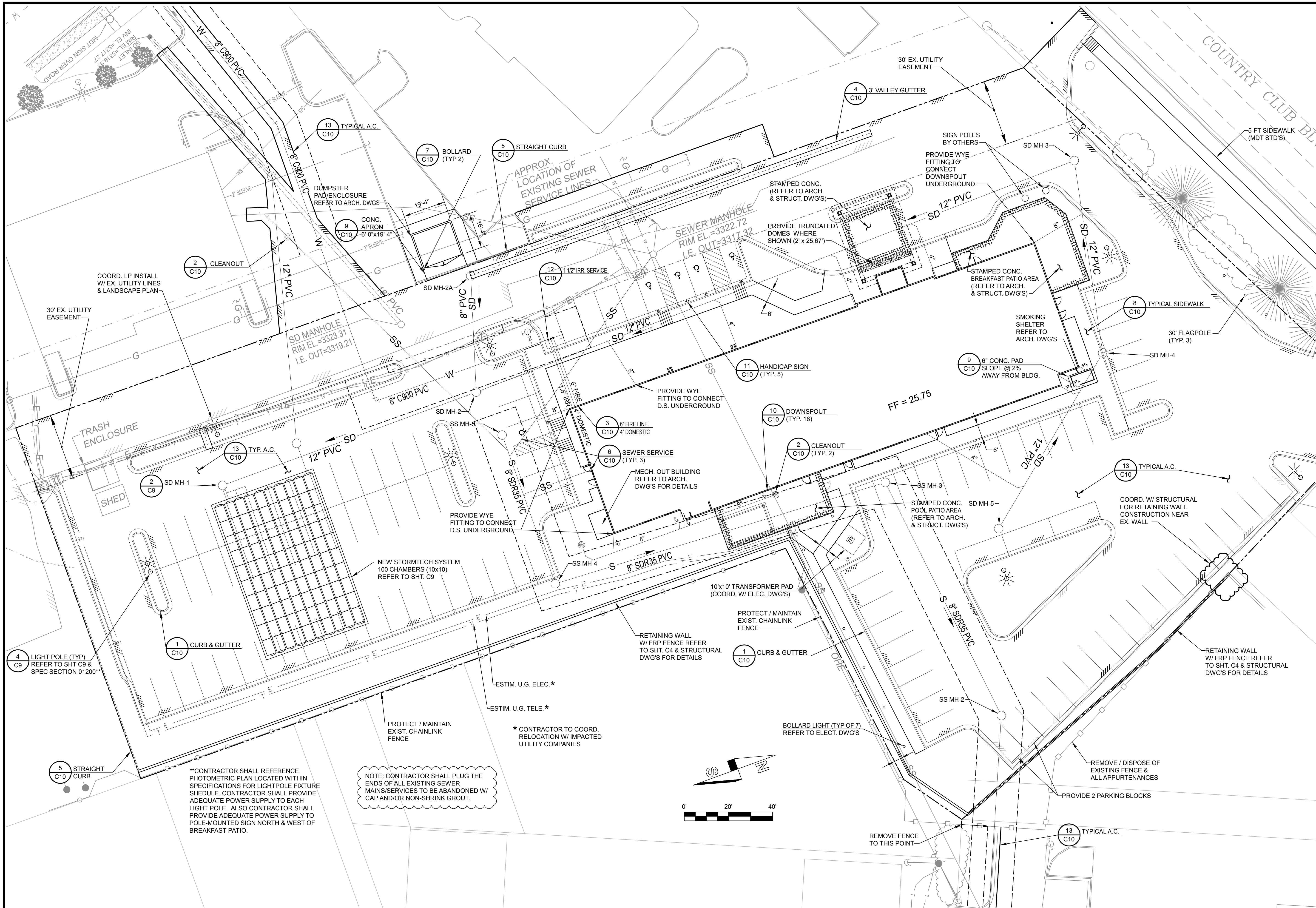
SITE PLAN  
 FOX FARM REZONE  
 SEPTEMBER 2017




**bsc&e**  
 BIG SKY CIVIL &  
 ENVIRONMENTAL, INC

ENGINEERS - PLANNERS - DESIGNERS -  
 LAND SURVEYORS - ENVIRONMENTAL SPECIALISTS

1324 13th Ave. SW  
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 (406)727-3656 FAX  
 www.bigskyce.com



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 www.bigskyce.com

PROFESSIONAL SEAL  
  
 BY: CJM  
 DATE: 5/8/17 REV. 8/31/17

OWNER:  
**BILLINGS HOLDINGS, LLC**

PROJECT NAME:  
**MAINSTAY SUITES & SLEEP INN & SUITES (CITY O.F. 1719)**

SHEET TITLE:  
**SITE IMPROVEMENTS**

DRAWING INFORMATION:  
 BSCE PROJECT NUMBER: 15EV  
 OWNER FILE NUMBER: XXXX  
 CADD FILE NAME: 15EV-C3  
 ASSOCIATED PROJECTS: XXXX

SHEET:  
**C3 OF 10**

**Thomas Micuda**

---

**From:** william collins [wcollins912@gmail.com]  
**Sent:** Wednesday, October 18, 2017 9:37 PM  
**To:** Thomas Micuda  
**Subject:** Town House Hotel

Dear Sir:

I live at the Towers and will be out of town when your meeting occurs.

I would like to concur with the Planning Dept. on the easement issue.

Bill Collins

1536 Meadowlark Dr.....7A

Great Falls, Mt. 59404

## Thomas Micuda

---

**From:** rowhog@gmail.com  
**Sent:** Tuesday, October 17, 2017 2:55 PM  
**To:** Thomas Micuda  
**Subject:** public hearing on PUD change for 10th ave s and Fox farm area

Mr Micuda

Last spring I stated my opposition to the proposed zoning change in the fox farm area which subsequently resulted in the approval of a Planned Unit Development that gave the petitioners everything they wanted and adversely affected the residential neighborhoods. This proposed change to the PUD merely five months into the onset of the PUD is quite concerning. I guess Billings Holding LLC think they are working with a city desperate to bend over backwards to any of their whims. I think the planning department and City Commission are astute business people and will not concede to the demands of a company that wishes to cut corners which could result in safety issues and adverse traffic issues for the residents. This is not in the best interest of residents of Great Falls, especially those living in the Fox Farm area. Currently traffic flow is already impeded by vehicles trying to turn into either Lucky Lil's or the Holiday station on Fox Farm via an entrance not meant to take on the current load. Additional loads would substantially add to the potential for accidents and traffic delays creating a time bomb waiting to explode.

The neighborhood residents should not be subjected to further reductions in the quality of our neighborhood environment because Billings Holding LLC hasn't been able to negotiate their preferred agreement for an easement. Any changes along this line would only weaken a PUD which the majority of residents were opposed to from the onset. Please stand up for the residents of these neighborhoods and reject this request.

I am stating my opposition to the proposed change in the PUD.

Respectfully submitted

Tom Lyons  
1526C Meadowlark Drive  
Great Falls MT 59404  
836-2068  
[rowhog@gmail.com](mailto:rowhog@gmail.com)

Sent from [Mail](#) for Windows 10



## Thomas Micuda

---

**From:** cherietom@gmail.com  
**Sent:** Tuesday, October 17, 2017 2:42 PM  
**To:** Thomas Micuda  
**Subject:** proposed change to PUD at Fox Farm Rd and Country Club Blvd

Tom

As always, thank you for graciously meeting with me to clarify the information regarding the notice of public hearing on the proposed Planned Unit Development change and to hear my concerns. As you know my major concerns throughout the whole process last spring which resulted in the approval of the PUD were traffic and safety issues. This proposed change to the PUD, five months into the onset of the PUD is definitely not in the best interest of residents of Great Falls, especially those living in the Fox Farm area. Currently traffic flow is already impeded by vehicles trying to turn into Lucky Lil and Holiday station on Fox Farm via a non street entrance. Additional loads would substantially add to the potential for accidents and traffic delays.

The neighborhood residents should not be subjected to further reductions in the quality of our neighborhood environment because Billings Holding LLC hasn't been able to negotiate their preferred agreement for an easement. Any changes along this line would only weaken a PUD which the majority of residents were opposed to from the onset.

I am vehemently opposed to the proposed change in the PUD

Cherie Bowman-Lyons  
1526C Meadowlark Drive  
Great Falls MT 59404  
406-788-3717  
[cherietom@gmail.com](mailto:cherietom@gmail.com)

Sent from Mail for Windows 10

**Thomas Micuda**

---

**From:** mdkeaveny@charter.net  
**Sent:** Thursday, October 19, 2017 9:06 AM  
**To:** Thomas Micuda  
**Subject:** The New Town House Hotel

Please do not drop the existing requirements that Town Pump has applied to drop. Our neighborhood cannot withstand this effort on the town pump as we would be adversely affected. We feel bad that we will be unable to attend the meeting. Traffic concerns already exist and they would be increased tremendously. Thank you for your concern in this matter. Sincerely Val ( Sr ) and Marge Keaveny



**bsc&e**

**BIG SKY CIVIL & ENVIRONMENTAL, INC**

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(406)727-3656 FAX  
www.bigskyce.com

PROFESSIONAL SEAL

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

SHEET TITLE: \_\_\_\_\_

DRAWING INFORMATION:  
BSCE PROJECT NUMBER:  
OWNER FILE NUMBER:  
CADD FILE NAME:  
ASSOCIATED PROJECTS:

SHEET: \_\_\_\_\_  
OF \_\_\_\_\_



**Item:** Resolution 10221 Intent to Re-Create a Tourism Business Improvement District within the City of Great Falls and set a Public Hearing for February 6, 2018

**From:** Judy Burg, Taxes and Assessments

**Initiated By:** Tourism Business Improvement Board of Directors

**Presented By:** Melissa Kinzler, Finance Director

**Action Requested:** Adopt Resolution 10221 and set a Public Hearing for February 6, 2018

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**Suggested Motion:**

1. Commissioner moves:

"I move the City Commission (adopt/deny) Resolution 10221 and set a public hearing to Re-Create the Tourism Business Improvement District (TBID) No. 1307 for February 6, 2018."

2. Mayor requests a second to the motion, Commission discussion, public comment and calls for the vote.

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**Staff Recommendation:**

Staff recommends the City Commission adopt Resolution 10221 and set a public hearing for February 6, 2018.

**Summary:**

The City Commission is authorized by M.C.A. 7-12-1101 through 7-12-1144 to create a business improvement district for the purpose of promoting tourism, conventions, trade shows, and travel to the City of Great Falls. The City is also authorized to assess the applicable property owners within the TBID for any or all of the costs of funding all uses and projects for tourism promotion within Great Falls.

The TBID in the City of Great Falls was originally created on December 2, 2008. Section 7-12-1141 M.C.A. specifies that the TBID shall not be for a period longer than ten (10) years unless the duration of the district is extended in compliance with the provisions for the creation of the district.

The City of Great Falls has been presented with petitions signed by 83% of the owners as shown on Exhibit "A" of the Resolution and on file in the City Clerk's office, more than exceeding the statutorily required percentage of 60%, of the area of the property of the hotel owners in Great Falls

asking for the re-creation of the TBID.

The boundary lines of the district are outlined on Exhibit "B" of the Resolution.

Property owners, as listed on Exhibit "C" of the Resolution, have fifteen (15) days after the date of the first publication of the Legal Notice as shown on Exhibit "D" of the Resolution, to make a written protest to the City Clerk against the proposed creation of the TBID.

**Fiscal Impact:**

The assessment for the costs of tourism promotion and operating the TBID will be placed upon all parcels with hotels, with six (6) or more rooms, as defined as any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes and included any hotel, inn, motel, or other similar structure or portion thereof, within the boundaries of the district. Stays by persons who are otherwise exempt from paying a transient occupancy tax (aka lodging facility use tax), as provided in Section 15-65-101 through Section 15-65-136 MCA, shall be exempt from the assessment.

The assessment will be a flat fee of two dollars (\$2.00) per occupied room night for establishments with 31-40 rooms (Land Use Code 154) and establishments with over 40 rooms (Land Use Code 155) and a flat fee of one dollar (\$1.00) per occupied room night for establishments with 1-10 rooms (Land Use Code 151), 11-20 rooms (Land Use Code 152) and for establishments with 21-30 rooms (Land Use Code 153) as prescribed in Section 7-12-1133(f) M.C.A. The new assessment methods will begin on July 1, 2018.

**Alternatives:**

The City Commission could choose to not adopt Resolution 10221 and not set the public hearing and thereby deny the Re-Creation of the Tourism Business Improvement District No. 1307.

**Concurrences:**

Representatives from the Finance Department have been assisting the property owners and the TBID Board of Directors on the re-creation and approval process.

ATTACHMENTS:

- ▢ Resolution 10221 Intent to Re-Create a Tourism Business Improvement District
- ▢ TBID Petition Recap Exhibit "A"
- ▢ TBID District Boundaries Exhibit "B"
- ▢ TBID List of Properties Exhibit "C"
- ▢ TBID Legal Notice Exhibit "D"

## **RESOLUTION 10221**

### **A RESOLUTION DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO RE-CREATE A TOURISM BUSINESS IMPROVEMENT DISTRICT NO. 1307 FOR THE PURPOSE OF PROMOTING TOURISM, CONVENTIONS, TRADE SHOWS AND TRAVEL TO THE CITY OF GREAT FALLS, MONTANA**

**WHEREAS**, pursuant to Section 7-12-1101, MCA, the City Commission of the City of Great Falls, is authorized to create and appoint a board to administer to a Tourism Business Improvement District; and

**WHEREAS**, the Tourism Business Improvement District No. 1307 in the City of Great Falls was originally created by Resolution 9792 on December 2, 2008; and

**WHEREAS**, Section 7-12-1141, MCA specifies that a Tourism Business Improvement District shall not be for a period longer than ten (10) years unless the duration of the district is extended in compliance with the provisions for the creation of the district; and

**WHEREAS**, in accordance with Section 7-12-1111 (1) MCA, the City Commission of the City of Great Falls has been presented with petitions signed, and on file with the City Clerk, by 83% of the owners which exceeds the statutorily required more than 60% of the area of the property to be included in a Tourism Business Improvement District; and

**WHEREAS**, in accordance with Section 7-12-1102 MCA, the City Commission of the City of Great Falls has determined that this purpose promotes tourism, conventions, trade shows, marketing and travel to the City of Great Falls and the proposed district provides special benefits to the properties located within the boundaries of said district.

**NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

Section 1 - Intent to Re-Create Tourism Business Improvement District. The TBID proposes that the purpose for which the assessments collection shall be used are the statutory purposes set forth in Business Improvement District Law, Section 7-12-1101 through 7-12-1144, for the funding of uses and projects for tourism promotion within Great Falls as specified in the TBID Budget.

Section 2 – Petition. The City Commission has received petitions, referenced as Exhibit “A”, and on file with the City Clerk’s office, signed by more than 60% of the owners of the property proposed to be included in the district. The City Commission also intends to conduct a public hearing to consider re-creating the TBID as provided for in the State Statute.

Section 3 – Number of District. The District, if the same shall be re-created shall be known and designated as the Tourism Business Improvement District No. 1307 of the City of Great Falls, Montana.

Section 4 – Boundaries of District. The limits and boundaries of the District are the limits and boundaries of the City of Great Falls and are depicted on a map attached as Exhibit “B” hereto (which is hereby incorporated herein and made a part hereof.) A listing of each of the properties in the District is shown on Exhibit “C” hereto.

Section 5 – Benefited Property. The District and territory included within the limits and boundaries described in Section 4 and as shown on Exhibit “B” are hereby declared to be the TBID and the territory, which will benefit, be benefited by and will be assessed for the costs of the TBID as described in Section 1.

Section 6 – General Character of the Services to be Performed. The services to be performed shall be the funding of uses and projects for tourism promotion within Great Falls as specified in the Great Falls TBID budget. It includes the marketing of convention and trade shows that benefit local tourism and lodging businesses in Great Falls; the marketing of Great Falls to the travel industry in order to benefit local tourism and the lodging businesses located within Great Falls TBID; and the marketing of Great Falls to recruit major sporting events in order to promote local tourism and to benefit the lodging businesses within the Great Falls TBID.

Section 7 – Assessment Methods; Property to be Assessed. All parcels with hotels, with six (6) or more rooms, defined as any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging, or sleeping purposes and includes any hotel, inn, motel, or other similar structure or portion thereof, within the boundaries of the district are to be assessed for the costs of operating the Tourism Business Improvement District. Stays by persons who are otherwise exempt from paying a transient occupancy tax (aka lodging facility use tax), as provided in Section 15-65-101 through Section 15-65-136 MCA, shall be exempt from the assessment.

Section 8 – Assessable Area. All lodging facilities, as defined in Section 7, that are within the District will be assessed for the costs of tourism promotion and operating the TBID. The assessment formula recommended to the City Commission for applicable

lodging facilities with 31-40 rooms (Land Use Code 154) and lodging facilities with over 40 rooms (Land Use Code 155) shall be subject to an annual flat fee assessment of \$2.00 per occupied room night. Another assessment formula recommended to the City Commission for applicable lodging facilities with 1-10 rooms (Land Use Code 151), 11-20 rooms (Land Use Code 152) and 21-30 rooms (Land Use Code 153) shall be subject to an annual flat fee assessment of \$1.00 per occupied room night as prescribed in Section 7-12-1133(f) MCA. The new assessment methods will begin on July 1, 2018.

Section 9 – Payment of Assessments. The assessments for the costs of maintaining the services provided by the TBID shall be payable, as prescribed in Section 7-12-1133 MCA.

Section 10 – Duration of District. The duration of the TBID shall be for a period of ten (10) years as prescribed in Section 7-12-1141 MCA. Upon receipt of petitions signed by the owners of more than 50% of the area of the property included in the district, the City Commission shall dissolve the district at the end of any fiscal year.

Section 11 – Public Hearing; Protests. At any time within fifteen (15) days from and after the date of the first publication of the notice of the passage and approval of this resolution of intent, any owner of real property within the proposed District subject to assessment and taxation for the cost and expense of maintaining the TBID may make and file with the City Clerk until 5:00 p.m. D.S.M.T., on the expiration date of said 15-day period from December 8, 2017 through December 23, 2017, written protest against the proposed TBID, and this Commission will at a regular meeting after the expiration of the fifteen (15) days in which such protests in writing can be made and filed, proceed to hear all such protests so made and filed; which said regular meeting will be held on February 6, 2018 at 7:00 p.m. in the Commission Chambers, located on the Second Floor of the Civic Center, 2 Park Drive, in Great Falls, Montana.

Section 12 – Notice of Passage of Resolution of Intention. The City Clerk is hereby authorized and directed to publish or cause to be published a copy of a Notice of the passage of this Resolution, attached as Exhibit “D”, in the *Great Falls Tribune*, a newspaper of general circulation in Cascade County on December 8, 2017 and December 15, 2017, in the form and manner prescribed by law, and to mail or cause to be mailed a copy of said Notice to every person, firm, corporation, or the agent of such person, firm, or corporation having real property within the proposed district listed in his or her name upon the last completed assessment roll for State, County, and school district taxes, at his or her last-known address, on or before the same day such notice is first published.

PASSED AND ADOPTED by the Commission of the City of Great Falls, Montana, on this 5<sup>th</sup> day of December, 2017.

---

Bob Kelly, Mayor



ATTEST:

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Darcy Dea, Deputy City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

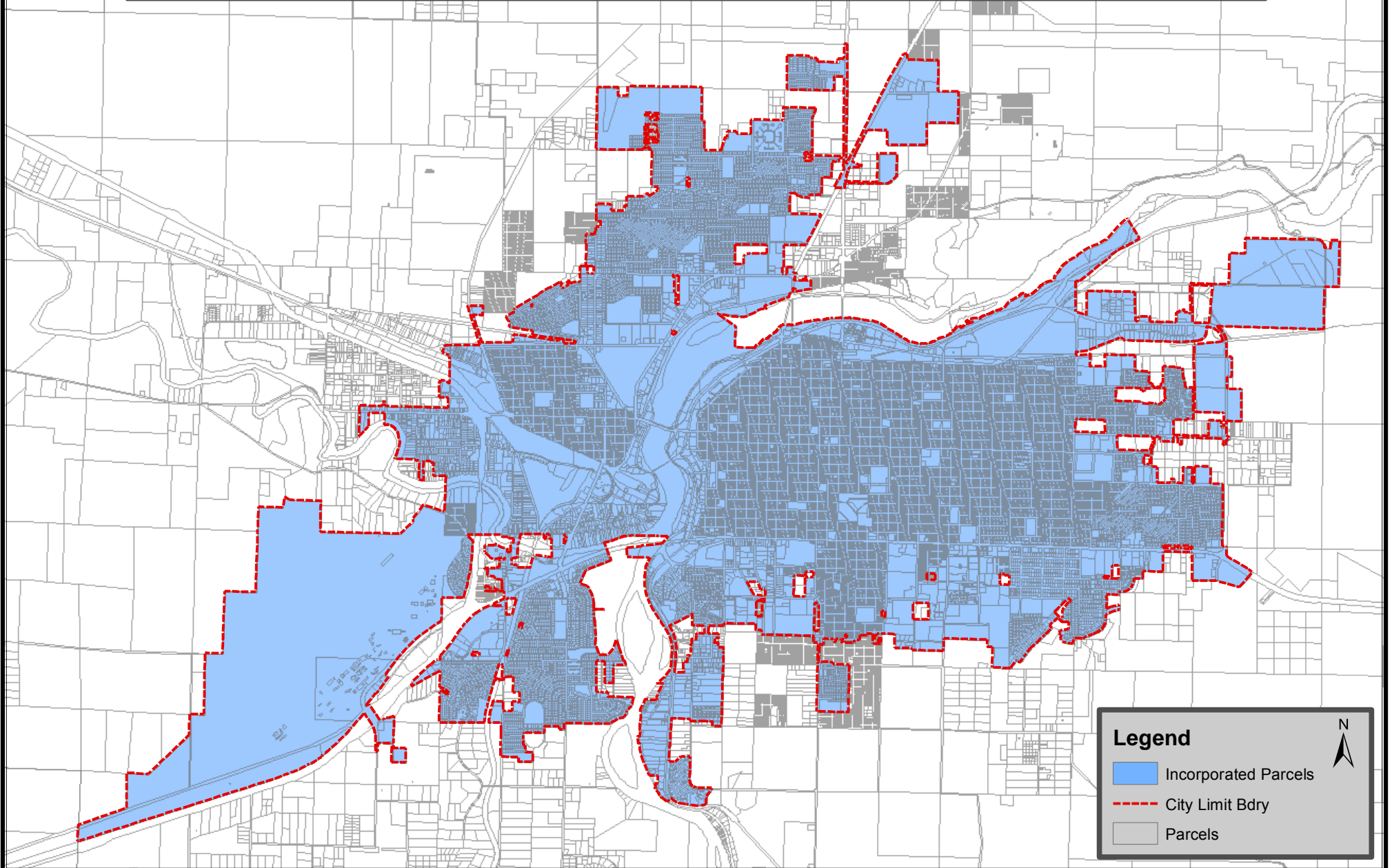
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Joseph P. Cik, Assistant City Attorney

**TOURISM BUSINESS IMPROVEMENT DISTRICT  
2018 RENEWAL  
PETITION/BALLOT PROCEEDINGS  
Resolution #10221 - Exhibit "A"**

			PETITION/BALLOT PROCESS				
	Property Owner	Lodging Facility	Parcel No.	2018	Total Sq.Ft.	Footprint %	Percentage
				Petition/Ballot Y/N/A			Needed > 60%
1	Shah Family Trust	Imperial Inn	122950	Y	15,000	0.74%	0.74%
2	Twedt Survivors Trust Etal	Mid-Town Motel	157350	Y	16,343	0.81%	0.81%
3	Josco Properties Inc	Greystone Inn	162050	Y	15,000	0.74%	0.74%
4	Mehta Properties Partnership	Royal Motel	185550	Y	22,500	1.11%	1.11%
5	Big Sky Development Ent	O'Haire Motor Inn	189075	Y	33,739	1.66%	1.66%
6	JJS World Enterprises LLC	Econolodge	191500	N	30,000	1.48%	0.00%
7	Arvon Block Development Venture LLC	Hotel Arvon	192200	Y	11,237	0.55%	0.55%
8	W2005/Fargo Hotels (Pool C) LPP	Great Falls Fairfield Inn	278000	N	52,500	2.59%	0.00%
9	Mehta Mark Etal	Central Motel	311500	Y	25,000	1.23%	1.23%
10	Forbes Properties Inc	Alberta Motel & Annex Court	314000	N	9,325	0.46%	0.00%
11	BRE ESA Properties LLC	Extended Stay America	526020	N	90,605	4.47%	0.00%
12	Great Falls Inn-Vestments LLC	La Quinta Inn & Suites	526040	Y	104,121	5.13%	5.13%
13	BRGF Enterprises LLC	Best Resting Great Falls Inn	716000	N	50,965	2.51%	0.00%
14	Great Falls Inn	Great Falls Inn	722415	N	18,584	0.92%	0.00%
15	Dhillon Hotels Inc	Holiday Inn	821600	Y	216,798	10.68%	10.68%
16	Corporation H Inc	Great Falls Comfort Inn	824600	Y	37,500	1.85%	1.85%
17	JK Great Falls LLC	Great Falls Holiday Inn Express	898060	Y	98,372	4.85%	4.85%
18	I15 Hotels LLC	Comfort Inn & Suites	898070	N	97,487	4.80%	0.00%
19	Russell Country Investors LLC	Hilton Garden Inn	972810	Y	153,374	7.56%	7.56%
20	Mehta Mukesh N	Plaza Inn	979200	Y	19,351	0.95%	0.95%
21	Kashmir Hospitality LLC	Super 8	979300	Y	66,429	3.27%	3.27%
22	Mehta Mukesh N	Western Motel a.k.a. Ski's	1047100	Y	26,964	1.33%	1.33%
23	Heritage Inn Inc	Best Western Heritage Inn	1083100	Y	265,805	13.10%	13.10%
24	Volk Roy D & Diane N	Motel 6	1083400	Y	146,606	7.22%	7.22%
25	<b>3 High Inc - Exempt</b>	<b>Airway Motel</b>	<b>1734800</b>	<b>N</b>	-	0.00%	0.00%
26	<b>Starlit Motel Inc - Exempt</b>	<b>Starlit Motel</b>	<b>1832800</b>	<b>N</b>	-	0.00%	0.00%
27	Coopers Troopers Limited Partnership	Days Inn	1861800	Y	191,228	9.42%	9.42%
28	West Bank Properties LLC	Staybridge Suites	1888950	Y	75,600	3.73%	3.73%
29	<b>Roy D &amp; Diane N Volk - Exempt</b>	<b>Crestview Inn &amp; Suites</b>	<b>1894100</b>	<b>N</b>	-	0.00%	0.00%
30	Great Falls Lodging Investors	Hampton Inn	1897650	Y	45,318	2.23%	2.23%
31	Great Falls Crystal Inn LLC	Crystal Inn	1900110	Y	93,464	4.61%	4.61%
32	<b>Malmstrom Inn &amp; Suites - Exempt</b>	<b>Malmstrom Inn &amp; Suites</b>	<b>NA</b>	<b>N</b>	-	0.00%	0.00%
<b>32</b>		<b>TOTALS</b>			<b>2,029,215</b>	<b>100%</b>	<b>83%</b>

**Tourism Business Improvement District No. 1307  
Map of District Boundaries  
Resolution 10221 – Exhibit "B"**



**TOURISM BUSINESS IMPROVEMENT DISTRICT  
LIST OF PROPERTIES WITHIN THE DISTRICT  
RESOLUTION #10221 - EXHIBIT "C"**

	PROPERTY OWNER	BUSINESS NAME	PARCEL NO.	SUB DIV	LOT	BLOCK	PROPERTY ADDRESS
1	Shah Family Trust	Imperial Inn	122950	GFO	13-14	255	601 2nd Ave N
2	Twedt Survivors Trust Etal	Mid-Town Motel	157350	GFO	5-6	307	526 2nd Ave N
3	Josco Properties	Greystone Inn	162050	GFO	8-9	317	621 Central Ave
4	Mehta Properties Partnership	Royal Motel	185550	GF1	1-3	355	1300 Central Ave
					W/2 Lot 10 & Lots		
5	Big Sky Development Ent	O'Haire Motor Inn	189075	GFO	11-14	361	17 7th St S
6	JJS World Enterprises LLC	Econolodge	191500	GFO	4-7	366	220 Central Ave
					E1/2 Lot 4 - All of		
7	Arvon Block Development Venture LLC	Hotel Arvon	192200	GFO	Lot 5	368	116 1st Ave S
8	W2005/Fargo Hotels (Pool C) LPP	Great Falls Fairfield Inn	278000	GF1	1- 7	513	1000 9th Ave S
9	Mehta Mark Etal	Central Motel	311500	GF5	11-14	603	715 Central Ave
					Lot 8 - E15' & E15' OF W35' OF N80'		
10	Forbes Properties Inc.	Alberta Motel & Annex Court	314000	GF5	Lot 9	607	1101 Central Ave W
11	BRE ESA Properties LLC	Extended Stay America	526020	BBP	3	1	800 River Dr S
12	Great Falls Inn-Vestments LLC	La Qunita Inn & Suites	526040	BBP	5	1	600 River Dr S
13	BRGF Enterprises LLC	Best Resting Great Falls Inn	716000	COW	1	1	5001 River Dr N
14	Great Falls Inn	Great Falls Inn	722415	DE2	2	1	1400 28th St S
15	Dhillon Hotel Inc	Holiday Inn	821600	G15	15	1	1100 5th St S
16	Corporation H LLC	Great Falls Comfort Inn	824600	G15	10	2	1120 9th St S
17	JK Great Falls LLC	Great Falls Holiday Inn Express	898060	GMP	7AA	1	1625 Market Place Dr
18	I15 Hotels LLC	Comfort Inn & Suites	898070	GMP	8	1	1801 Market Place Dr
19	Russell Country Investors LLC	Hilton Garden Inn	972810	HGI	2	1	2520 14th St SW
20	Mehta Mukesh N	Plaza Inn	979200	HL1	5, 6, 7	1	1224 10th Ave S
21	Kashmir Hospitality LLC	Super 8	979300	HL1	8-14	3	1214 13th St S
22	Mehta Mukesh N	Western Motel a.k.a. Ski's	1047100	LIN	11-19	2	2420 10th Ave S
23	Heritage Inn Inc	Best Western Heritage Inn	1083100	MNT	2-7	1	1700 Fox Farm Rd
24	Volk Roy D & Diane N	Motel 6	1083400	MNT	1	2	2 Treasure State Dr
25	<b>3 High Inc - EXEMPT</b>	<b>Airway Motel</b>	<b>1734800</b>	<b>UNA</b>	<b>1</b>	<b>8</b>	<b>1800 14th St SW</b>
26	<b>Starlit Motel Inc - EXEMPT</b>	<b>Starlit Motel</b>	<b>1832800</b>	<b>WGF</b>	<b>W40' 4 &amp; 5-12</b>	<b>34</b>	<b>1521 1st Ave NW</b>
27	Coopers Troopers Limited Partnership	Days Inn	1861800	WW4	1	1	101 14th Ave NW
					Tr 3, COS #4750, IN SESW, IN Lot		
28	West Bank Properties LLC	Staybridge Suites	1888950		7, Mark 2		201 3rd St NW
29	<b>Volk Roy D &amp; Diane N - EXEMPT</b>	<b>Crestview Inn &amp; Suites</b>	<b>1894100</b>		<b>In SENW Mark 5B</b>		<b>502 13th Ave S</b>
					Imps Only on State Land		
30	Great Falls Lodging Investors	Hampton Inn	1897650				2301 14th St SW
31	Great Falls Crystal Inn LLC	Crystal Inn	1900110	FJT	1	1	3701 31st St SW
32	<b>Malmstrom Inn &amp; Suites - EXEMPT</b>	<b>Malmstrom Inn &amp; Suites</b>	<b>NA</b>				<b>7028 4th Ave N</b>

**LEGAL NOTICE**

**EXHIBIT "D"**

NOTICE IS HEREBY GIVEN that on the 5<sup>th</sup> day of December, 2017 the City Commission of the City of Great Falls, Montana adopted Resolution 10221 entitled:

**A RESOLUTION DECLARING IT TO BE THE INTENTION OF THE CITY COMMISSION TO RE-CREATE A TOURISM BUSINESS IMPROVEMENT DISTRICT NO 1307 FOR THE PURPOSE OF PROMOTING TOURISM, CONVENTIONS, TRADE SHOWS AND TRAVEL TO THE CITY OF GREAT FALLS, MONTANA**

Resolution No. 10221 is on file in the office of the City Clerk, (406) 455-8451, Civic Center, 2 Park Drive, Great Falls, Montana, to which reference is hereby made for a full description of the boundaries of said district.

The City Commission of the City of Great Falls, Montana, has determined that this purpose promotes tourism, conventions, trade shows and travel to the City of Great Falls and provides special benefit to the properties located within the boundaries of said district.

The City Commission of the City of Great Falls, Montana, will be in session on the 6<sup>th</sup> day of February, 2018 at 7:00 pm, in the Commission Chambers, Civic Center, 2 Park Drive, Great Falls, Montana, at which time and place the City Commission will hear objections to the intent to re-create said Tourism Business Improvement District. Any person or persons, who are owners of any property within said Tourism Business Improvement District, who shall, within 15 days after the first publication of this notice have delivered to the City Clerk of the City of Great Falls, a protest in writing against the proposed re-creation of said Tourism Business Improvement District, shall have the right to appear at said meeting in person or by counsel, and show cause, if any there be, why such an improvement district should not be re-created.

Publication Date: December 8, 2017 and December 15, 2017.



**Item:** Ordinance 3179, "An Ordinance Establishing and Reserving Titles 7, 11 and 14 of the Official Code of the City of Great Falls (OCCGF)."

**From:** City Attorney's Office

**Initiated By:** City Attorney's Office

**Presented By:** Joseph Cik, Assistant City Attorney

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (adopt/deny) Ordinance 3179."

2. Mayor calls for a second to the motion, Commission discussion, public comment, and calls for the vote.

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**Staff Recommendation:**

Staff recommends that the City Commission adopt Ordinance 3179 on second reading.

**Background:**

Members of the City Commission and Staff have examined numerous sections of the OCCGF in a comprehensive effort to update the Code. City staff has assembled input from the different departments to continue with a comprehensive revision of the Code.

The Ordinance under consideration is to establish and reserve Titles 7, 11, and 14 of the OCCGF. A major goal of the comprehensive revision of the Code is to make it numerically correct for referencing purposes. Currently, Titles 7, 11, or 14 are the only non-existent Titles in the OCCGF. By adopting Ordinance 3179 the Code would then be complete from Title 1 to Title 17. By simply reserving these titles, there will be no substantive impact on any other provisions of the Code. This will allow for additional provisions in the Code for any future substantive regulation.

Ordinance 3179 was accepted on first reading November 21, 2017. There was no public comment or commission discussion.

Ord. 3179 Exhibit "A" depicts how the titles will read when codified, if approved by the City Commission.

**Fiscal Impact:**

Approximately two hundred and fifty dollars (\$250.00) in Municode services to update City Code books and other charges.

ATTACHMENTS:

- ▣ Ordinance 3179
- ▣ Exhibit A

**ORDINANCE 3179**

**AN ORDINANCE ESTABLISHING AND RESERVING TITLES 4, 7, AND 11 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF)**

\* \* \* \* \*

**WHEREAS**, the OCCGF is in the process of a comprehensive revision process; and

**WHEREAS**, a goal of the revision process is to re-write the OCCGF to be in correct numerical order; and

**WHEREAS**, the OCCGF currently does not contain a Title 7, 11, or 14; and

**WHEREAS**, the City Commission wishes to establish and reserve these titles in the OCCGF for future substantive regulation.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

Section 1. OCCGF Titles 7, 11, and 14 are hereby established as “RESERVED” for future substantive regulation; and

Section 2. OCCGF Titles 7, 11, and 14 shall be codified as depicted in Exhibit “A” attached hereto; and

Section 3. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading November 21, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 5, 2017.

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Bob Kelly, Mayor



ATTEST:

(CITY SEAL)

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Darcy Dea, Deputy City Clerk

APPROVED FOR LEGAL CONTENT:

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Joseph P. Cik, Assistant City Attorney

State of Montana    )  
County of Cascade   : ss  
City of Great Falls   )

I, Darcy Dea, Deputy City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3179 on the Great Falls Civic Center posting board and the Great Falls City website.

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Darcy Dea, Deputy City Clerk

(CITY SEAL)

Exhibit "A"

Titles

7, 11, and 14 RESERVED.

**Title 7    RESERVED.**

(Ord. 3179, 2017)

...

**Title 11    RESERVED.**

(Ord. 3179, 2017)

...

**Title 14    RESERVED.**

(Ord. 3179, 2017)



**Item:** Ordinance 3183, "An Ordinance Amending Title 2, Chapter 21, Section 040, of the Official Code of the City of Great Falls (OCCGF), Pertaining to Code of Ethics Definitions."

**From:** City Attorney's Office

**Initiated By:** City Attorney's Office

**Presented By:** Joseph P. Cik, Assistant City Attorney

**Action Requested:** Accept Ordinance 3183 on first reading and set second reading for December 19, 2017.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (accept/not accept) Ordinance 3183 on first reading and set second reading on December 19, 2017."

2. Mayor calls for a second to the motion, Commission discussion, public comment, and calls for the vote.

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**Staff Recommendation:**

Staff recommends that the City Commission accept Ordinance 3183 on first reading and set second reading for December 19, 2017.

**Background:**

City staff continues to update the City Code, with input from the different departments. The Ordinance under consideration, if approved, would amend OCCGF Title 2, Chapter 21, Section 040, pertaining to Ethics Code Definitions. The proposed ordinance will change the definition of "Officer".

Earlier in 2017, the City Commission adopted Ordinance 3169. Ordinance 3169 repealed and replaced OCCGF Title 2 in its entirety. During that process, revisions were made to the definition of Officer in the ethics code. The definition contains an extensive list of specific City officials that are included in that definition. Staff has reviewed this list and recommends that the Housing Authority Director should be added to the definition as a designated City Officer, as the Housing Authority staff, including the Director, are City employees under an agreement with the Great Falls Housing Authority, the latest version of which is dated June 2106.

Ord. 3183 Exhibit "A" provides the proposed amendments to OCCGF Section 2.21.040.

ATTACHMENTS:

- ▣ Ordinance 3183
- ▣ Exhibit A

**ORDINANCE 3183**

**AN ORDINANCE AMENDING TITLE 2, CHAPTER 21, SECTION 040, OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS (OCCGF), PERTAINING TO CODE OF ETHICS DEFINITIONS.**

\* \* \* \* \*

**WHEREAS**, the City Commission established Title 2, Chapter 21, of the OCCGF outlining provisions pertaining to Ethics; and

**WHEREAS**, the City Commission established a definition pertaining to designations of City “Officers”; and

**WHEREAS**, the definition of “Officer” does not include the Great Falls Housing Authority Director; and

**WHEREAS**, the City Commission wishes to amend said definition to include the Housing Authority Director as a designated City Officer.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

Section 1. OCCGF Title 2, Chapter 21, Section 040 shall be amended as depicted in Exhibit “A” attached hereto, with deleted language identified by ~~strikeout~~ and inserted language **bolded**; and

Section 2. This Ordinance will become effective thirty (30) days after adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading December 5, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading December 19, 2017.

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Bob Kelly, Mayor

ATTEST:

(CITY SEAL)

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Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

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Sara R. Sexe, City Attorney

State of Montana    )  
County of Cascade   : ss  
City of Great Falls   )

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3183 on the Great Falls Civic Center posting board and the Great Falls City website.

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Lisa Kunz, City Clerk

(CITY SEAL)

## Exhibit "A"

### Title 2 ADMINISTRATION AND PERSONNEL

#### 2.21.040 Definitions.

As used in this section:

- A. "Agency" means any agency, board, governing body, including the chief executive officer, office, commission, or other instrumentality within the City of Great Falls, and any independent local authority created by or appointed under the authority of the City of Great Falls.
  - B. "Business organization" means any corporation, partnership, firm, enterprise, franchise, association, trust, sole proprietorship, union, or other legal entity.
  - C. "Employee" means any person, whether compensated or not, whether part-time or full-time, employed by or serving on an agency, who is not a local government officer.
  - D. "Interest" means the ownership or control of more than ten (10) percent of the profits, assets or stock of a business organization, but shall not include the control of assets in a non-profit entity or labor union.
  - E. "Member of immediate family" means the spouse or dependent child of an officer or employee residing in the same household.
  - F. "Officer" means any person whether compensated or not, whether part-time or full-time, who is one (1) of the following:
    - 1. Member of the City Commission;
    - 2. City Manager;
    - 3. Deputy City Manager;
    - 4. Director, Department of Finance;
    - 5. Director, Department of Planning and Community Development;
    - 6. Director, Department of Public Works;
    - 7. Director, Department of Parks and Recreation;
    - 8. Chief of Police;
    - 9. City Clerk;
    - 10. City Attorney;
    - 11. Municipal Judge;
    - 12. Fire Chief;
    - 13. Library Director;
    - 14. Human Resources Director; or
    - 15. Housing Authority Director; or**
    - ~~16.~~ A member of any City board, council, committee, or commission.
- (Ord. 3183, 2017)**
- G. "Officer or employee" means an officer or employee of the City of Great Falls or of an agency under the authority of or appointed by the City Commission.



**Item:** Ordinance 3184 - An Ordinance by the City Commission to rezone the east 12 feet by 132 feet of Lot 8, Block 49, Black Eagle Falls Addition and the sale of said property

**From:** Charles Sheets, Planning and Community Development

**Initiated By:** PBA Properties, LLC, Represented by Bob Alfred

**Presented By:** Craig Raymond, Director, Planning and Community Development

**Action Requested:** City Commission accept Ordinance 3184 on first reading and set a public hearing for January 16, 2018 to consider the Ordinance and the sale of the property to PBA Properties, LLC.

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**Suggested Motion:**

1. Commissioner moves:

"I move that the City Commission (accept/not accept) Ordinance 3184 on first reading and set a public hearing for January 16, 2018."

Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

and

2. Commissioner moves:

"I move that the City Commission (set/not set) a public hearing for January 16, 2018 to consider the sale of the parkland property identified as the east 12 feet wide by 132 feet long strip of Lions Park, represented on the proposed Amended Plat of Lots 7 and 8, Block 49, Black Eagle Falls Addition, to PBA Properties, LLC."

Mayor requests a second to the motion, Commission discussion, public comment, and calls for the vote.

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**Staff Recommendation:**

Staff recommends the City Commission accept Ordinance 3184 on first reading and set a public hearing on the Ordinance and the proposed sale of the property for January 16, 2018. The vote on any sale requires a 4/5 vote of the Commission.



**Summary:**

PBA Properties, LLC, is proposing to purchase a 12 feet wide by 132 feet long portion of Lions Park in order to construct an elevator addition onto the existing commercial property.

At the conclusion of a public hearing held on November 14, 2017, the Zoning Commission recommended the City Commission approve the rezoning request for the east 12 feet wide by 132 feet long strip of Lions Park, represented on the proposed Amended Plat of Lots 7 and 8, Block 49, Black Eagle Falls Addition, from POS Park and Open Space to C-2 General Commercial, as described in the staff report and the Findings of Fact placed into the record.

PBA Properties, LLC representative Bob Alfred attended the February 13, 2017 Park and Recreation Advisory Board regarding the purchase of this portion of Lions Park for an elevator to be added to the existing building owned by PBA Properties located at 2815 10th Avenue South, just east of the property proposed to be rezoned and sold. The Board approved the purchase, contingent upon the buyer's meeting all requirements set by the City, and Mr. Alfred was advised that he would need to return at a later date for final approval. After obtaining an appraisal of the subject property, Mr. Alfred attended the Park and Recreation Advisory Board Meeting on September 11, 2017. The Board recommended that the City Commission approve the sale of the 12 feet wide by 132 feet long portion of Lions Park; the proposed sale is contingent upon all City stated requirements being met and is contingent upon rezoning of the property as set forth above.

**Background:**

The subject property is located just west of the State Farm Insurance office at 2815 10th Avenue South and is a 1,590 square foot portion of Lions Park that directly adjoins the existing commercial property. PBA Properties, LLC is proposing to purchase the subject park land and combine it with the existing commercial property in order to construct an elevator that will provide ADA compliant access to the second floor of the structure. At the September 11, 2017, Park and Recreation Advisory Board meeting, the owner's member representative, Bob Alfred, received the Board's positive recommendation to purchase subject property. A land value appraisal of \$9,000.00 was completed by McKay/Rowen Appraisal Service based on a survey by Woith Engineering. This proposed sale is not subject to competitive bidding under the Official Code of the City of Great Falls (OCCGF) 3.04.050, as under 3.04.050.A.1., there is no actual potential for more than one party interesting in making a bid. If the rezoning and sale are approved, PBA Properties, LLC intends to construct the elevator as soon as possible for the commercial structure.

Final approval of the property purchase is still subject to City Commission consideration and approval by a 4/5 vote, under the OCCGF 3.04.010. The 12 feet wide by 132 feet long property contains no structures but does have five mature pine trees. The existing trees at the western edge will remain within the park boundary and will be required to be protected from damage during the construction of the elevator and in perpetuity. The existing trees provide a buffer between the City Park and the commercial property. Further, PBA Properties, LLC will be required to provide an easement to the City regarding care and maintenance of the trees, a draft of which is attached to this Agenda Report.

The rezoning request is required because the 1,590 square foot property is currently zoned Parks and open space (POS). In order for the property to be combined with the existing 6,547 square feet of Lot 8 for the future elevator addition project, it must be rezoned to General commercial (C-2) so the property also has unified zoning and the elevator addition can be permitted in compliance with the Land Development Code. In addition to the necessary zoning change, the applicant will also need to file an amended plat with the Cascade County Clerk and Recorder's Office. The proposed amended plat is

an administrative review but is included as a part of the application to pair with the rezoning request.

Public Notice for the Planning Advisory Board/Zoning Commission Public Hearing was published in the *Great Falls Tribune* on October 29, 2017. Written notice of the public hearing was mailed to Neighborhood Council chair for Neighborhood Council #9. Staff has not received any comments or inquiries regarding this project, and no substantive comments from other staff were received.

**Fiscal Impact:**

The subject property is located within City limits. If the rezoning application is approved, PBA Properties, LLC will be able to move forward with its proposed purchase of the subject park land and construct the elevator addition. This will slightly increase the property's assessed value without impacting the park in any way. Providing services is expected to be a negligible cost to the City because the remaining insurance business property is already served.

The property was appraised at \$9,000, and PBA Properties, LLC has offered to purchase the property for that amount, along with payment of all closing costs. Any money from the sale of the parkland goes into the City's Park Trust Fund.

**Alternatives:**

The City Commission could deny acceptance of Ordinance 3184 on first reading and not set the public hearing on the Ordinance and sale. This would also cause the proposed sale of property to be suspended or not completed.

**Concurrences:**

Representatives from the City's Park and Recreation and Legal Departments have been involved throughout the review and approval process for this project, and will continue throughout the permit approval process.

ATTACHMENTS:

- ▢ Ordinance 3184
- ▢ Aerial map 2815 10th Ave S
- ▢ Zoning map 2815 10th Ave S
- ▢ Draft Amended Plat 2815 10th Ave S
- ▢ BASIS OF DECISION 2815 10TH AVE S
- ▢ Buy-Sell Agreement
- ▢ Draft Easement Agreement

**ORDINANCE 3184**

**AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE EAST 12 FEET BY 132 FEET OF LOT 8, BLOCK 49, BLACK EAGLE FALLS ADDITION: AS SHOWN ON THE PROPOSED AMENDED PLAT OF LOTS 7 AND 8, BLOCK 49, BLACK EAGLE FALLS ADDITION TO GREAT FALLS FROM POS PARK AND OPEN SPACE TO C-2 GENERAL COMMERCIAL DISTRICT**

\* \* \* \* \*

**WHEREAS**, the subject property located in the southeast corner of Lions Park and directly adjoining the commercial property of 2815 10<sup>th</sup> Avenue South is presently zoned POS Park and Open Space; and

**WHEREAS**, the property owner of 2815 10<sup>th</sup> Avenue South proposes to purchase the east 12 feet by 132 feet of Lot 8, Block 49, Black Eagle Falls Addition and combine it with his property of Lot 7, Block 49, Black Eagle Falls Addition, in order to construct a elevator to the second story of his property and has petitioned the City of Great Falls to rezone subject 12 feet by 132 feet portion of unused park to match the zoning upon the commercial property of C-2 General Commercial; and

**WHEREAS**, the Great Falls Zoning Commission conducted a public hearing on November 14, 2017, to consider said rezoning from POS Park and Open Space to C-2 General Commercial district and, at the conclusion of said hearing, passed a motion recommending the City Commission rezone the the east 12 feet by 132 feet of Lot 8, Block 49, Black Eagle Falls Addition; and,

**WHEREAS**, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 16<sup>th</sup> day of January, 2018, before final passage of said Ordinance herein; and

**WHEREAS**, following said public hearing, it was found and decided that the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls (OCCGF), Section 17.16.29.050, and that the said rezoning designation be made.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:**

Section 1. It is determined that the herein requested rezoning meets the criteria and guidelines cited in Mont. Code Ann §76-2-304, and Section 17.16.29.050 of the OCCGF.

Section 2. That the east 12 feet by 132 feet of Lot 8, Block 49, Black Eagle Falls Addition, be rezoned to C-2 General Commercial district, subject to the setbacks, and all other applicable regulatory codes and ordinances.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading December 5, 2017.

ADOPTED by the City Commission of the City of Great Falls, Montana on second reading January 16, 2018.

\_\_\_\_\_  
Bob Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara Sexe, City Attorney

State of Montana    )  
County of Cascade  : ss  
City of Great Falls )

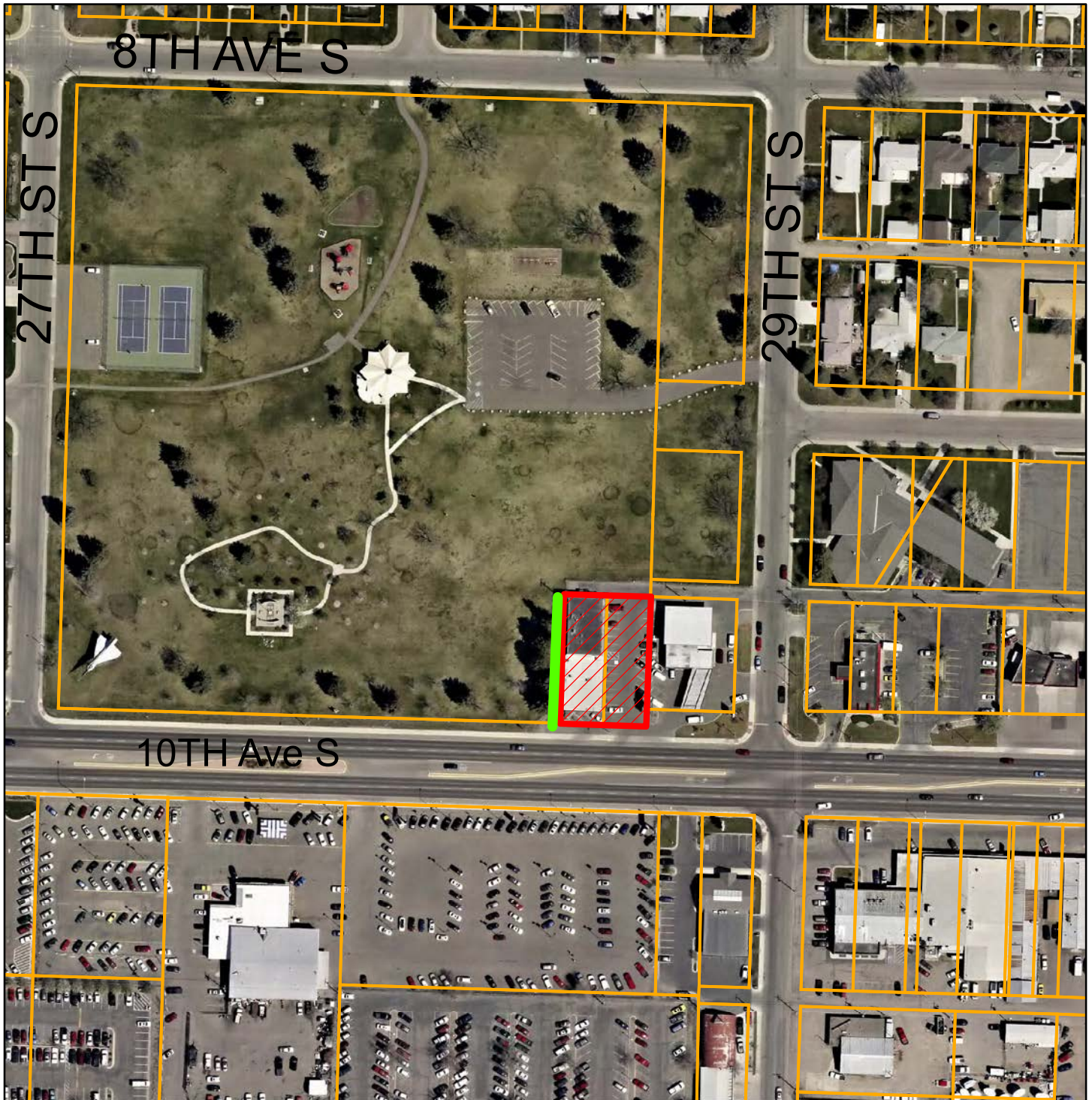
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3184 on the Great Falls Civic Center posting board and the Great Falls City website.

---

Lisa Kunz, City Clerk

(CITY SEAL)

# AERIAL MAP

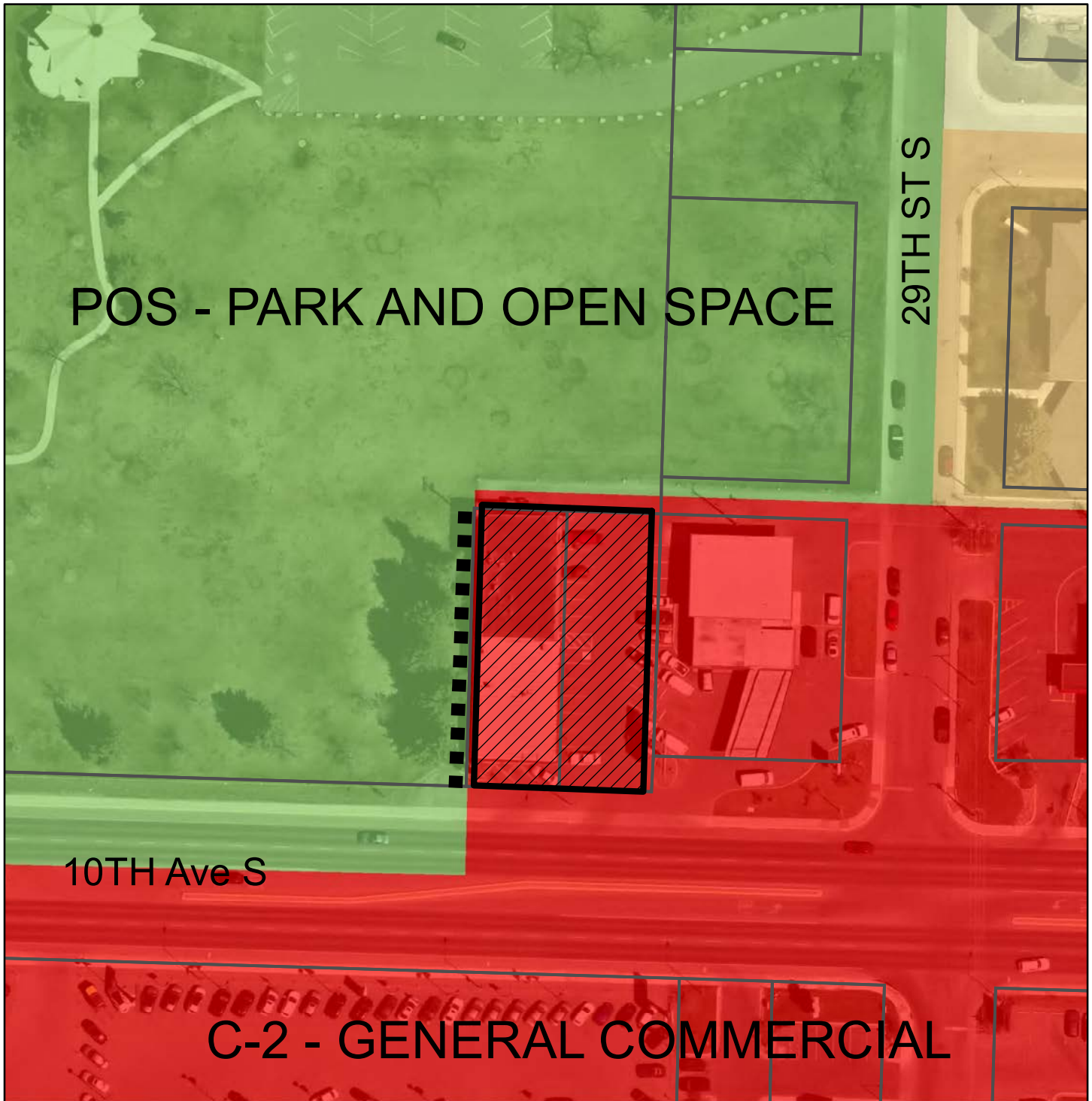


150 75 0 150 Feet

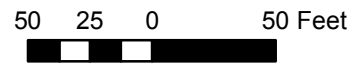
-  2815 10th Ave S
-  Subject Park Land
-  Tracts of Land



# ZONING MAP



-  Tracts of Land
-  Subject Park Land
-  2815 10th Ave S



# AMENDED PLAT OF LOTS 7 AND 8, BLOCK 49 BLACK EAGLE FALLS ADDITION TO THE CITY OF GREAT FALLS A SUBDIVISION IN THE SW 1/4 SECTION 8, T.20N., R4E., P.M.MT, CASCADE COUNTY, MONTANA

THE PURPOSE OF THIS AMENDED PLAT IS THE RELOCATION OF COMMON BOUNDARY LINES WITHIN A PLATTED SUBDIVISION

### LEGEND

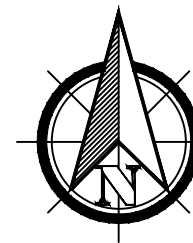
- |                                      |   |
|--------------------------------------|---|
| — PLAT BOUNDARIES                    | ⊕ STREET MONUMENT                                       |
| - - - EXISTING PROPERTY LINES        | ○ FOUND MONUMENT AS NOTED                               |
| — RELOCATED PROPERTY LINE            | ◆ FOUND 2" AC R-O-W MONUMENT "MDOT 11702LS" SET A 5/8"Ø |
| - - - DIMENSION LINES                | ● REBAR W/ BLUE PLASTIC CAP - "SIDOR 39515"             |
| — SECTION LINE                       | SF SQUARE FEET  |
| - - - OLD PROPERTY LINES (ABANDONED) | AC ALUMINUM CAP   |
| — CENTERLINE                         | /// CITY DEDICATED PARK LAND                            |
| P.O.B. POINT OF BEGINNING            | ( ) 2ND SUPPLEMENT TO PAPPIN HEIGHTS - RECORD DISTANCE  |
| T.P.O.B. TRUE POINT OF BEGINNING     |   |

### AREAS

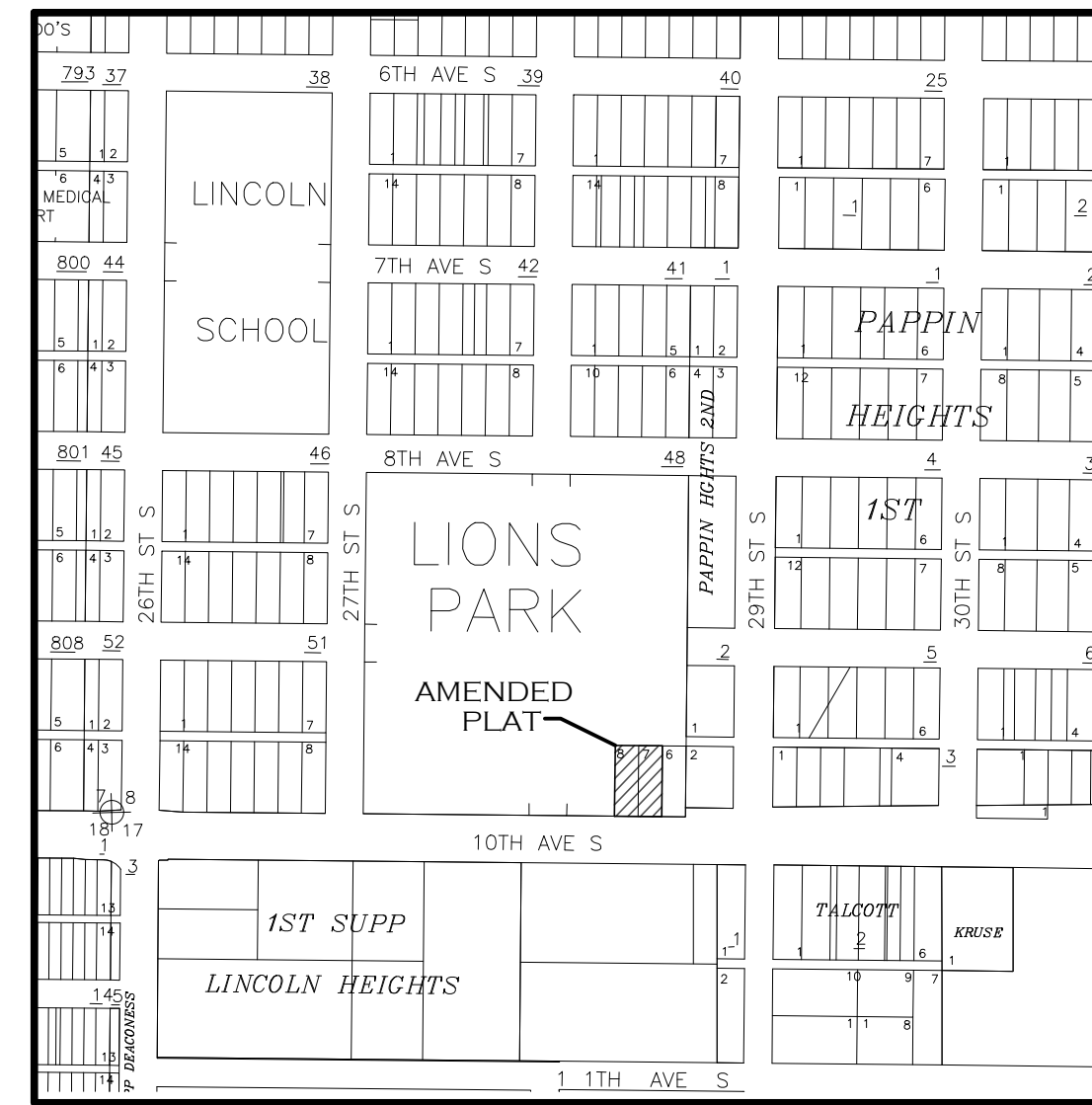
LOT 7A 8134 SF = 0.187 ACRES  
LOT 8A 5003 SF = 0.115 ACRES  
TOTAL 13137 SF = 0.302 ACRES

### BASIS OF BEARING

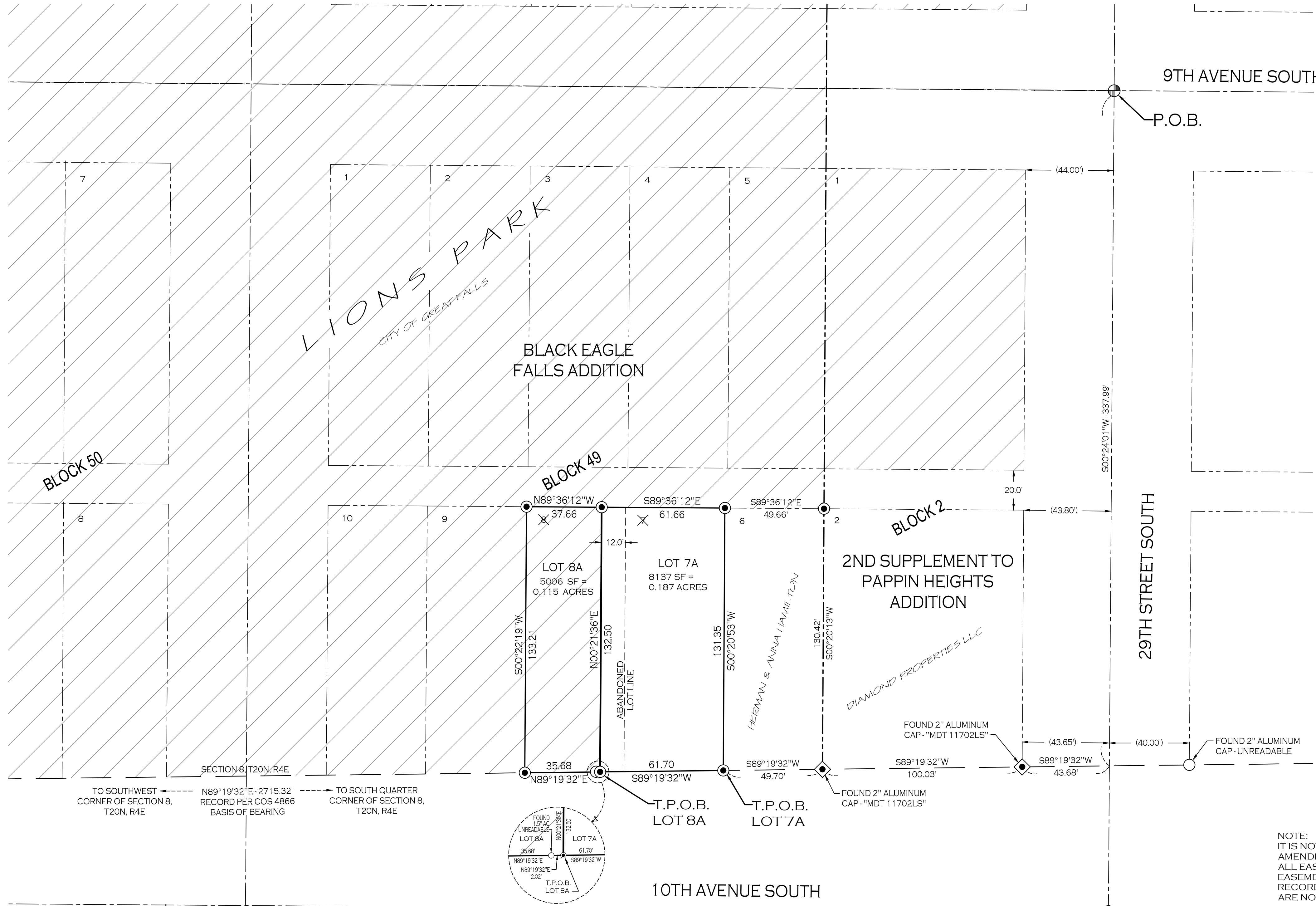
GEODETIC NORTH BASED ON THE SOUTH BOUNDARY OF SECTION 8 T20N R4E PER COS 4866, THEODORE M. BROWN, MONTANA DEPARTMENT OF TRANSPORTATION, 2013.



0 30 60  
SCALE: 1" = 30'



**VICINITY MAP**



**CERTIFICATE OF SURVEY**  
WE, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO A LOTS AS SHOWN BY THE ATTACHED AMENDED PLAT, THE TRACTS OF LAND TO BE KNOWN AS THE AMENDED PLAT OF LOTS 7 AND 8, BLOCK 49 BLACK EAGLE FALLS ADDITION TO THE CITY OF GREAT FALLS, A SUBDIVISION IN THE SW 1/4 SECTION 8, T20N, R4E, P.M. MT, CASCADE COUNTY, MONTANA, MORE FULLY DESCRIBED AS FOLLOWS:

**LOT 7A:** BEGINNING AT THE CENTERLINE STREET MONUMENT AT THE INTERSECTION OF 9TH AVENUE SOUTH AND 29TH STREET SOUTH, GREAT FALLS, MONTANA; THENCE 500°24'01"W, A DISTANCE OF 337.99 FEET ALONG THE CENTERLINE OF 29TH STREET SOUTH TO A POINT ON THE SOUTH LINE OF SECTION 8, T20N, R4E, P.M. MT, CASCADE COUNTY, MONTANA; THENCE 589°19'32"W, A DISTANCE OF 49.70 FEET TO THE TRUE POINT OF BEGINNING OF BLOCK 2, 2ND SUPPLEMENT TO PAPPIN HEIGHTS ADDITION TO THE CITY OF GREAT FALLS, MONTANA, AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA; THENCE CONTINUING S89°19'32"W, A DISTANCE OF 100.03 FEET TO A POINT AT THE SOUTHEAST CORNER OF BLOCK 49 BLACK EAGLE FALLS ADDITION TO THE CITY OF GREAT FALLS, MONTANA, AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA; THENCE CONTINUING S89°19'32"W, A DISTANCE OF 49.70 FEET TO THE TRUE POINT OF BEGINNING OF LOT 7A, BLOCK 49, BLACK EAGLE FALLS ADDITION; THENCE CONTINUING S89°19'32"W, A DISTANCE OF 61.70 FEET TO A POINT, THE PRECEDING FOUR COURSES BEING ALONG THE SOUTH LINE OF THE SAID SECTION 8; THENCE N00°21'36"E, A DISTANCE OF 132.50 FEET TO A POINT; THENCE S89°36'12"E, A DISTANCE OF 61.66 FEET TO A POINT; THENCE S00°20'53"W, A DISTANCE OF 131.35 FEET TO THE TRUE POINT OF BEGINNING. LOT 7A CONTAINS 0.187 ACRES.

**LOT 8A:** BEGINNING AT THE CENTERLINE STREET MONUMENT AT THE INTERSECTION OF 9TH AVENUE SOUTH AND 29TH STREET SOUTH, GREAT FALLS, MONTANA; THENCE 500°24'01"W, A DISTANCE OF 337.99 FEET ALONG THE CENTERLINE OF 29TH STREET SOUTH TO A POINT ON THE SOUTH LINE OF SECTION 8, T20N, R4E, P.M. MT, CASCADE COUNTY, MONTANA; THENCE CONTINUING S89°19'32"W, A DISTANCE OF 49.70 FEET TO THE TRUE POINT OF BEGINNING OF LOT 7A, BLOCK 49, BLACK EAGLE FALLS ADDITION TO THE CITY OF GREAT FALLS, MONTANA, AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA; THENCE CONTINUING S89°19'32"W, A DISTANCE OF 100.03 FEET TO A POINT AT THE SOUTHEAST CORNER OF BLOCK 49 BLACK EAGLE FALLS ADDITION TO THE CITY OF GREAT FALLS, MONTANA, AS FILED IN THE OFFICE OF THE CLERK AND RECORDER OF CASCADE COUNTY, MONTANA; THENCE CONTINUING S89°19'32"W, A DISTANCE OF 49.70 FEET TO A POINT; THENCE CONTINUING S89°19'32"W, A DISTANCE OF 61.70 TO THE TRUE POINT OF BEGINNING OF LOT 8A, BLOCK 49, BLACK EAGLE FALLS ADDITION, THE PRECEDING FOUR COURSES BEING ALONG THE SOUTH LINE OF THE SAID SECTION 8; THENCE N00°21'36"E, A DISTANCE OF 132.50 FEET TO A POINT; THENCE N89°36'12"W, A DISTANCE OF 37.66 FEET TO A POINT; THENCE S00°22'19"W, A DISTANCE OF 133.21 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 8; THENCE N89°19'32"E, A DISTANCE OF 35.68 FEET TO A POINT; THENCE CONTINUING N89°19'32"E, A DISTANCE OF 2.02 FEET TO THE TRUE POINT OF BEGINNING, THE PRECEDING TWO COURSES BEING ALONG THE SOUTH LINE OF THE SAID SECTION 8. LOT 8A CONTAINS 0.115 ACRES.

WE HEREBY CERTIFY THAT THIS RELOCATION OF COMMON BOUNDARIES IS EXEMPT FROM REVIEW AS A SUBDIVISION IN ACCORDANCE WITH 76-3-207(1)(d) MCA. "...FOR FIVE OR FEWER LOTS WITHIN A PLATTED SUBDIVISION, THE RELOCATION OF COMMON BOUNDARIES..."

WE FURTHER CERTIFY THAT THIS SURVEY IS EXCLUDED FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY IN ACCORDANCE WITH 17-36-605(2)(b) ARM. "A PARCEL THAT HAS A PREVIOUS APPROVAL ISSUED UNDER TITLE 76, CHAPTER 4, PART 1, MCA, IF: (i) NO FACILITIES OTHER THAN THOSE PREVIOUSLY APPROVED EXIST OR WILL BE CONSTRUCTED ON THE PARCEL; AND (ii) THE DIVISION OF LAND WILL NOT CAUSE APPROVED FACILITIES TO DEVIATE FROM THE CONDITIONS OF APPROVAL, IN VIOLATION OF 76-4-130, MCA. DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

HERMAN HAMILTON ANNA HAMILTON  
STATE OF MONTANA )  
COUNTY OF CASCADE ) SS  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED, HERMAN HAMILTON AND ANNA HAMILTON KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATE OF SURVEY AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.  
SEAL

NOTARY PUBLIC, STATE OF MONTANA  
RESIDING AT GREAT FALLS, MONTANA  
MY COMMISSION EXPIRES \_\_\_\_\_  
PRINT NOTARY PUBLIC NAME \_\_\_\_\_

**PBA PROPERTIES**  
AUTHORIZED OFFICER  
STATE OF MONTANA )  
COUNTY OF CASCADE ) SS  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE OF MONTANA, PERSONALLY APPEARED, \_\_\_\_\_ KNOWN TO ME TO BE AN AUTHORIZED OFFICER OF PBA PROPERTIES AND THE PERSON WHO EXECUTED THE FOREGOING CERTIFICATE OF SURVEY AND HE/SHE ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME.  
SEAL

NOTARY PUBLIC, STATE OF MONTANA  
RESIDING AT GREAT FALLS, MONTANA  
MY COMMISSION EXPIRES \_\_\_\_\_  
PRINT NOTARY PUBLIC NAME \_\_\_\_\_

**CITY OF GREAT FALLS**  
GREGORY T. DOYON, City Manager,  
City of Great Falls, Montana  
STATE OF MONTANA )  
COUNTY OF CASCADE ) SS  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public, in and for the State of Montana, personally appeared, GREGORY T. DOYON known to me to be the City Manager of the City of Great Falls, Montana and the person who executed the foregoing Certificate of Survey and he acknowledged to me that he executed the same.

NOTARY PUBLIC, State of Montana  
Residing at Great Falls, Montana  
My Commission Expires \_\_\_\_\_  
Print Notary Public Name \_\_\_\_\_  
**CERTIFICATE OF SURVEYOR**

I, BENJAMIN T. SIDOR, PROFESSIONAL LAND SURVEYOR, MONTANA REG. NO. 39515, DO HEREBY CERTIFY THAT IN MARCH, 2016 I SURVEYED THE TRACT OF LAND SHOWN ON THE ATTACHED AMENDED PLAT OF LOTS 7 AND 8, BLOCK 49 BLACK EAGLE FALLS ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND DESCRIBED IN THE CERTIFICATE OF SURVEY, AND THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF TITLE 76, CHAPTER 3, PART 4, MCA.  
SEAL

BENJAMIN T. SIDOR, PLS  
MONTANA REG. NO. 39515  
**CERTIFICATE OF COUNTY TREASURER**

I, JAMIE BAILEY, COUNTY TREASURER OF CASCADE COUNTY, MONTANA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS COVERING THE AREAS INCLUDED IN THE ACCOMPANYING AMENDED PLAT OF LOTS 7 AND 8, BLOCK 49 BLACK EAGLE FALLS ADDITION TO THE CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, AND FIND THAT THE TAXES ON THE SAME HAVE BEEN PAID FOR THE LAST FIVE YEARS. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

JAMIE BAILEY, CASCADE COUNTY TREASURER

**WOITH ENGINEERING INC**  
ENGINEERS & SURVEYORS  
P.O. BOX 7326, GREAT FALLS, MONTANA 59406  
JOB NO: 1711  
F.B.NO: G.P.S.  
FILE: 1711A.PLAT  
DRAWN: G.C.  
DATE: 3/2017



**ZONING MAP AMENDMENT –  
BASIS OF DECISION**

**PORTION OF LOT 8, BLOCK 49 BLACK EAGLE FALLS ADDITION:**

The basis for decisions on zoning map amendments is listed in the Official Code of the City of Great Falls § 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall, at a minimum, consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's Growth Policy.

- The proposed project is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The project specifically supports the following policies:

Physical - Land Use

- Phy4.1.5 Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.
- Phy4.2.1 Development density and intensity should be oriented toward areas of the City most capable of supporting it....[such as] Locations with adequate community facilities and areas with adequate or excess infrastructure capacity.
- Phy4.7.6 Encourage new development in areas contiguous to existing development in the City, where capacity exists or can be planned for. This type of growth is preferred in order to avoid the long-term cost to taxpayers off providing costly services in an inefficient way.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

- No neighborhood plans have been adopted by City Commission at this time.

3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.

- The subject property does not lie within land area associated with any adopted plans or sub-area plans, except for the Great Falls Area Long Range Transportation Plan, which does not have specific goals or objectives that address infill redevelopment.
- Given the limited area of the rezoning (adjacent portion of unused park land), the change to traffic patterns will be unnoticeable and therefore would have no impact upon any provisions in the Long Range Transportation Plan.

4. The code with the amendment is internally consistent.

- The rezoning of property is actually required to ensure code consistency because otherwise the property proposed for acquisition would have separate zoning than the insurance office parcel. Rezoning the property will unify the zoning for the property and allow the proposed elevator addition to comply with code.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

- The existing insurance office building has no other viable option for second floor ADA access other than through the proposed elevator to be located on the west side of the structure. Allowing the unused portion of neighboring park land to be developed for accessibility to the commercial structure is addressing public safety and welfare.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

- Approval of the rezoning proposal will allow for increased use of the Subject Property.
- The City has the financial and staffing capability to enforce the zoning map amendment if it is approved, and has the staffing available to address any subsequent development of the property.

# BUY-SELL AGREEMENT (Land)



This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

Date: September 11, 2017 PBA Properties, LLC  
~~Norman Hamilton, Anna Hamilton and or Assigns~~ [redacted], as

joint tenants with rights of survivorship,  tenants in common,  single in his/her own right,  Other \_\_\_\_\_  
(hereinafter called "Buyer") agrees to purchase, and the Seller agrees to sell the following described real property (hereinafter referred to as "Property"), commonly known as A 12' x 132.5' section of the southeast corner of Lion's Park  
in the City of Great Falls, County of Cascade  
Montana, legally described as: To be legally defined by official survey, see lines 159-160.

TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: No exceptions.

**PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition, are included and shall be transferred by the bill of sale: None.

### PURCHASE PRICE AND TERMS:

\$ 9,000.00 Purchase Price: Nine Thousand (U.S. Dollars)

\$ 100.00 Earnest Money (credited to Buyer at closing)

\$ 8,900.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows

[redacted] 900,000 (check one):  
 All cash at closing (no financing contingency); OR  
 Additional cash down payment at closing in the minimum amount of:  
 \$ \_\_\_\_\_  OR \_\_\_\_\_ % of the Purchase Price.  
Balance to be financed as indicated below:  
 Conventional  Other Financing  Seller Financing  Assumption  Home Equity  
 Other Cash at closing.

**CLOSING DATE:** The date of closing shall be (date) December 29, 2017 (the "Closing Date"). The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not more than 10 days to accommodate delays attributable solely to such third party financing.

**POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:  
 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; OR  
 on the date of recording the deed, notice of purchaser's interest, OR

Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s), and Homeowner's Association facilities, if applicable.

57 **PAYMENT/RECEIPT OF EARNEST MONEY:** Buyer agrees to provide Earnest Money in the amount of One Hundred  
58 U.S. Dollars (\$ 100.00 ) as evidenced by  Cash; OR  Check,  
59 the receipt of which is acknowledged by the undersigned Broker/Salesperson;  OR, \_\_\_\_\_  
60 \_\_\_\_\_  
61 \_\_\_\_\_

63 (Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson)  
64 **To be signed only if in actual receipt of cash or check**  
65

66 If Buyer fails to pay the Earnest Money as set forth above, Buyer will be in default of this Agreement and Seller shall  
67 be entitled to immediately terminate this Agreement and declare any Earnest Money already paid by Buyer to be  
68 forfeited.  
69

70 **DEPOSIT OF EARNEST MONEY:** All parties to this transaction agree, unless otherwise provided herein, that the  
71 earnest monies will be deposited or delivered by the Broker/Salesperson listed above within ( 3 ) business  
72 days of the date all parties have signed the Agreement or N/A  
73 and such funds will be held in a trust account by Macek Companies, Inc.  
74

75 The parties agree that interest accruing on earnest money, if any, while deposited shall be payable to the holder of the  
76 earnest money unless otherwise agreed herein. If interest is payable to the holder of the earnest money it is agreed that  
77 sums so paid are consideration for services rendered.  
78

79 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any  
80 portion of the earnest money required to complete the closing of the transaction.  
81

82 **FINANCING CONDITIONS AND OBLIGATIONS:**

84 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down  
85 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any  
86 contingent source of such funds unless otherwise expressly set forth herein.  
87

88 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any  
89 required fees, apply for assumption of an existing loan or contract, or initiate any action required for  
90 completion of a contract for deed by 5:00 P.M. (Mountain Time) (date) N/A  
91 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.  
92

93 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have  
94 been released, waived, or satisfied, and the transaction shall continue to closing, unless, by 5:00 p.m. (Mountain Time)  
95 on the date specified for each contingency, the party requesting that contingency has notified the other party or the  
96 other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has  
97 notified the other party on or before the release date that a contingency is not released, waived, or satisfied, the  
98 transaction is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms  
99 or provisions.  
100

101 **FINANCING CONTINGENCY:**

102  This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement  
103 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this Agreement  
104 is terminated and the earnest money will be refunded to the Buyer; **OR**

106  This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement  
107 entitled "PURCHASE PRICE AND TERMS." Release Date: \_\_\_\_\_  
108

109 **APPRAISAL CONTINGENCY:**

110  Property must appraise for at least  the Purchase Price **OR** at least  \$ \_\_\_\_\_. If the Property  
111 does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded  
112 to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value.  
113 Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within 5  
114 days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**

116  This agreement is contingent upon the Property appraising for at least  the Purchase Price **OR** at least  
117  \$ \_\_\_\_\_. Release Date: \_\_\_\_\_

Buyer's Initials

Seller's Initials  
PBA Properties



176 **CONVEYANCE:** The Seller shall convey the real property by General Warranty  
177 deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by  
178 Buyer. The Seller shall convey the personal property by Bill of Sale.  
179

180 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of  
181 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,  
182 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the  
183 Property, except N/A  
184

185 Filing or transfer fees will be paid by  Seller,  Buyer,  split equally between Buyer and Seller.  
186 Documents for transfer will be prepared by N/A  
187

188 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer  
189 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for  
190 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in  
191 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424,  
192 MCA, could result in a penalty against the transferee and rejection of the deed for recording.  
193

194 **MINERAL RIGHTS:** "Mineral rights" is a term used to describe the rights the owner of those rights has to use, mine,  
195 and/or produce any or all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the  
196 surface of property. These mineral rights may be separate from the rights a property owner has for the surface of a  
197 property. In some cases, these mineral rights have been transferred to a party other than the property owner and as a  
198 result the subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights  
199 have been severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it  
200 in order to mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and  
201 agrees that neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated  
202 by this Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that  
203 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property  
204 have conducted an inspection or analysis of the mineral rights to and for the Property.  
205

206 **CLOSING AGENTS FEES:** Closing agents fees will be paid by  Seller  Buyer  Equally Shared.  
207

208 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish  
209 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American  
210 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase  
211 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an  
212 additional cost to the buyer. It is recommended that buyer obtain details from a title company.  
213

214 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to  
215 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or  
216 other adverse title conditions will be placed against the title to the property subsequent to the effective date of the  
217 preliminary title commitment approved by the Buyer.  
218

219 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section  
220 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the  
221 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to  
222 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary  
223 or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the  
224 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability"  
225 section below.  
226

227 **SPECIAL IMPROVEMENT DISTRICTS:** Special Improvement Districts (including rural SIDs), including those that  
228 have been noticed to Seller by City/County but not yet spread or currently assessed, if any, will be:

229  paid off by Seller at closing;  
230  assumed by Buyer at closing; OR  
231

232 All perpetual SIDs shall be assumed by Buyer.

Buyer's Initials

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Buy-Sell Agreement Land, March 2017

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PBA Properties LLC

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233 **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any non-governmental  
234 association, including those that have been approved but not yet billed or assessed. will be:  
235  paid off by Seller at closing;  
236  assumed by Buyer at closing; OR  
237  N/A

238  
239 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement  
240 District assessments for the current tax year, as well as pre-paid rents, water and sewer system charges, heating fuel  
241 and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, if any, as  
242 of the date of closing unless otherwise agreed and: There shall be no exceptions.

243  
244  
245  
246  
247 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear  
248 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property.  
249 Seller will remove all personal property not included in this sale prior to closing.

250  
251 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties  
252 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to  
253 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an  
254 owner of property, contact either your local County extension agent or Weed Control Board.

255  
256 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code  
257 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of  
258 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the  
259 information concerning registered offenders available to the public. If you desire further information please contact the  
260 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers  
261 assigned to the area.

262  
263 **BUYER'S REMEDIES:** (A) If the Seller fails to accept the offer contained in this Agreement within the time period  
264 provided in the BUYER'S COMMITMENT section, all earnest monies shall be returned to the Buyer. (B) If the Seller  
265 accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction within the time  
266 period provided in this Agreement, the Buyer may:

- 267 (1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the return of  
268 such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; OR  
269 (2) Demand that Seller specifically perform Seller's obligation under this Agreement; OR  
270 (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

271  
272 **SELLER'S REMEDIES:** If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to  
273 consummate the transaction within the time period provided in this Agreement, the Seller may:

- 274 (1) Declare the earnest money paid by Buyer be forfeited; OR  
275 (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; OR  
276 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

277  
278 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this  
279 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and  
280 legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation,  
281 partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such  
282 entity.

283  
284 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax  
285 upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually the  
286 sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is a  
287 foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to deduct  
288 and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal Revenue  
289 Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the Internal Revenue  
290 Code.

Buyer's Initials

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Seller's Initials

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PBA Properties

291 **AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act  
292 of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in  
293 agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the  
294 acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised  
295 to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.  
296

297 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by  
298 Buyer, Seller, and Salespersons and their attorneys, agent, and other parties having interests essential to this  
299 Agreement, of any and all information reasonably necessary to consummate the transaction described in this  
300 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar  
301 documents concerning this property or underlying obligations pertaining thereto.  
302

303 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is  
304 assumed by Seller through the time of closing unless otherwise specified.  
305

306 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this agreement.  
307

308 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns  
309 of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's  
310 express written consent.  
311

312 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement,  
313 the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall  
314 determine just.  
315

316 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an  
317 integral part of this Agreement.  
318

319 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when  
320 all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a  
321 signature transmitted by fax or other electronic means will be enforceable against any party, who executes the  
322 Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the  
323 transaction contemplated by this document may be conducted by electronic means in accordance with the Montana  
324 Uniform Electronic Transaction Act.  
325

326 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments  
327 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other  
328 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the  
329 Seller and Buyer.  
330

331 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest  
332 money and things of value held by the Broker, closing agent, or any person or entity holding such money or property,  
333 unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or  
334 closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing  
335 agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of  
336 competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the  
337 cost and fees required for filing such action.  
338

339 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (Check all that apply.)

340  Contingency for Sale of Buyer's Property  Back-up Offer

341  Addendum for Additional Provisions

342  Water Rights Acknowledgement

343  \_\_\_\_\_

  
Buyer's Initials

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PBA Properties



344 **RELATIONSHIP CONFIRMATION:** The parties to this agreement confirm that the real estate licensees identified  
345 hereafter have been involved in this transaction in the capacities indicated below and the parties have previously  
346 received the required statutory disclosures setting forth the licensees duties and the limits of their obligations to each  
347 party:

348 \_\_\_\_\_ of \_\_\_\_\_  
349 (name of licensee) (name of Brokerage company)

351 is acting as  Seller's Broker/Salesperson;  Dual Agent/Salesperson;  Statutory Broker.  
352

353 Krista Macek of Macek Companies, Inc.  
354 (name of licensee) (name of Brokerage company)

355 is acting as  Buyer's Broker/Salesperson;  Dual Agent/Salesperson;  Statutory Broker;  
356  Seller's Broker/Salesperson (includes Seller's Sub-Broker or Salesperson).  
357

358 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that he/she has examined the real and personal property.  
359 that Buyer enters into this Agreement in full reliance upon his/her independent investigation and judgement, that prior  
360 verbal representations by the Seller or Seller's agent or representatives do not modify or affect this Agreement, and  
361 that by signing this Agreement Buyer acknowledges having read and understood this entire Agreement.  
362

363 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set  
364 forth in the above offer and grant to said Salesperson until (date) September 22, 2017, Nov. 8, 2017  
365 at 5:00  a.m.  p.m. (Mountain Time) to secure Seller's written acceptance, whether nor not that  
366 deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer being  
367 notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically  
368 withdrawn.  
369

370 **I/WE HEREBY ACKNOWLEDGE** receipt of a copy of this Agreement bearing my/our signature(s).

371  
372 Buyer's Address: PO Box 6848 City Great Falls  
373  
374 State MT, Zip Code 59406

375  
376 Buyer's Name Printed: ~~Heather Hamilton, Anna Hamilton and or assigns~~ PBA Properties LLC R.T.A.  
377

378 Dated this \_\_\_\_\_, at \_\_\_\_\_  am  pm (Mountain Time).  
379

380 \_\_\_\_\_  
381 (Buyer's Signature) (Buyer's Signature) member

\_\_\_\_\_  
Buyer's Initials


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\_\_\_\_\_  
Seller's Initials

382 **OFFER PRESENTATION:** This offer was presented to the Seller(s) on  
383  
384 Date: \_\_\_\_\_ Time \_\_\_\_\_  am  pm By: \_\_\_\_\_  
385 (Signature of person presenting the offer)

386 **SELLER'S COMMITMENT:** I/We agree to sell and convey to Buyer the above-described Property on the terms  
387 and conditions herein above stated. I/We acknowledge a receipt of a copy of this Agreement bearing my/our  
388 signature(s) and that of the Buyer(s) named above.  
389

390 Seller's Address: PO Box 5021 City Great Falls  
391  
392 State Montana , Zip Code 59403  
393

394 Seller's Name Printed: City of Great Falls  
395

396 Dated this 11.2.17 , at 3:00  am  pm (Mountain Time).  
397   
398 \_\_\_\_\_  
399 (Seller's Signature) (Seller's Signature)  
400

401 **ACTION TAKEN, IF OTHER THAN ACCEPTANCE:**  
402  
403 I/We acknowledge receipt of this Agreement bearing my/our initial(s) and the signature(s) of the Buyer(s) named above.  
404  
405  Rejected by Seller \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  Modified per Attached Counter \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
406 Seller's Initials Date Seller's Initials Date

**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

## E A S E M E N T

**THIS INDENTURE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, **PBA PROPERTIES, LLC**, a Montana Limited Liability company, hereafter “PBA” the Party of the First Part and the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation, hereafter “CITY”,

### W I T N E S S E T H:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, PBA does by these presents, hereby bargain, sell, convey, transfer and grant unto the CITY, a perpetual easement for the repair, maintenance, irrigation, and replacement of trees and other vegetation and for public utilities, including but not limited to water, sewer, storm, and other public services, together with all necessary appurtenances thereto, in, under, through and across the real property hereinafter described together with the right to enter, excavate and remove material from the site for the repair, maintenance, irrigation, and replacement of said vegetation and utilities. The easement herein described covers a land area of 0.037 acres for a perpetual easement, as follows:

The east 12 feet wide by 132 feet long strip of Lions Park, represented on the proposed Amended Plat of Lots 7 and 8, Block 49, Black Eagle Falls Addition.

It is understood and agreed that each of the following covenants and conditions attach and pertain to the foregoing grant of easement:

1. PBA shall allow the described property to be accessed and used by the CITY to repair, maintain, irrigate and replace trees and other vegetation, including allowing tree overhang to encroach upon the property, in a condition desired as determined by the CITY.
2. Routine maintenance of the property will be the responsibility of PBA, except that this easement may be utilized by the CITY as reasonably necessary for material storage, operation of equipment, and other activities described herein, which shall not interfere with any of the business activities on or near, or access to, the affected property.
3. The easement includes the right of the CITY and its agents, employees, contractors and authorized representatives to enter upon said easement for the purpose of access, vehicular access, and construction or maintenance or monitoring activities.
4. CITY agrees that in the event of any excavation within said easement for purpose of maintenance or repair, CITY or its agents shall backfill and/or restore the surface to its then existing condition, as determined by the CITY.
5. For the protection of said easement, PBA shall not make alterations or construct any buildings, fences, or other structures that will alter the current characteristics of the above described property. The exception to this shall be that the PBA may construct and

maintain an elevator and associated improvements which are attached or adjacent to the existing building to the east owned by the PBA.

6. This grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the City of Great Falls, Montana, its successors and assigns.

IN WITNESS WHEREOF, the Parties do hereunto affix their signatures this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PBA PROPERTIES, LLC, Party of the First Part**

\_\_\_\_\_  
By: Robert T. Alfred  
Its: Member

STATE OF MONTANA     )  
County of Cascade     : ss.  
City of Great Falls     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared ROBERT T. ALFRED, known to me to be the member and registered agent of PBA PROPERTIES, LLC., the company that executed the within instrument, and acknowledged to me that such company executed the same.

IN WITNESS THEREOF, said grantee has caused its company name to be subscribed and its company seal to be affixed by its proper officer thereunto duly authorized on the day and year in this certificate first above written.

(NOTARIAL SEAL)

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

**CITY OF GREAT FALLS, Party of the Second Part**

\_\_\_\_\_  
Bob Kelly, Mayor

**ATTEST**

\_\_\_\_\_  
Lisa Kunz, City Clerk

\_\_\_\_\_  
**CITY SEAL**

**APPROVED FOR LEGAL CONTENT:**

\_\_\_\_\_  
Sara R. Sexe, City Attorney

DRAFT