



Item: Public Hearing - Final Plat and Development Agreement for Great Bear No. 2 Subdivision-Phase I, being Lots 4 & 5, Block 1, of the International Malting Company, LLC Addition, located in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana

From: Jana Cooper, RLA, Planner II, Planning and Community Development

Initiated By: Dali, LLC, Property Owner & Developer

Presented By: Craig Raymond, Director of Planning & Community Development

Action Requested: City Commission approve the Final Plat and Development Agreement pertaining to Great Bear No. 2 Subdivision-Phase I.

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 Motions:

1. Commissioner moves:

“I move that the City Commission (approve/disapprove) the Final Plat and Development Agreement pertaining to Great Bear No. 2 Subdivision-Phase I.”

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

Recommendation: At the conclusion of a public hearing held on March 26, 2013, the Planning Advisory Board recommended the City Commission approve the Preliminary Plat of Great Bear No. 2 Subdivision-Phase I. During a meeting held June 4, 2013, the City Commission conditionally approved the Preliminary Plat of Great Bear No. 2 Subdivision-Phase I, subject to fulfillment of the following Conditions of Approval:

1. The Final Plat of Great Bear No. 2 Subdivision-Phase I shall incorporate correction of any errors or omissions noted by staff.
2. The Final Plat of Great Bear No. 2 Subdivision-Phase I shall dedicate the southerly 100-foot of Lot 4 of the International Malting Company, LLC Addition, which currently exists as an access and utility easement, as public right-of way to the City of Great Falls.

Additionally, if TIF funding is not approved, the developer shall be responsible for construction of a standard City street which shall be approved by the Public Works department per a previous annexation agreement related to said Lot.

3. The Final Plat of Great Bear No. 2 Subdivision-Phase I shall show the dedication of a drainage easement, which shall traverse said plat to accommodate an existing drainage channel. This easement shall be sized and designed as required by Public Works.
4. The final engineering drawings and specifications for the required public improvements to serve the subdivision shall be submitted to the City Public Works Department for review and approval prior to consideration of the Final Plat by the City Commission.
5. The final engineering drawings and specifications for storm drain improvements to serve the subdivision shall be submitted to the City Public Works Department for review and approval prior to consideration of the Final Plat by the City Commission.
6. As a condition for Final Plat approval the applicant shall:
 - A) install or provide a bond or other reasonable security for the installation of the public improvements referenced in Condition 2) above;
 - B) adhere to all provisions emanating from the resolution of Condition 4) above;
 - C) by separate agreement indemnify and hold City harmless for any damages that may be sustained as a result of adverse soil and/or groundwater conditions;
 - D) pay all applicable fees owed as a condition of development;
 - E) provide reasonable security for any transfer to another person or entity of the obligation for installing and paying for all remaining public infrastructure in future phases of Great Bear No. 2 Subdivision; and,
 - F) dedicate to the City all necessary easements for public improvements necessary to install and maintain improvements, including sanitary sewer mains, water mains and storm drainage facilities to serve lots in the subdivision and show these easements on the Final Plat.

Please note the applicant has shown on the Final Plat of Great Bear No. 2 Subdivision-Phase I the dedication of the southerly 100 feet of Lot 4 as public right-of-way. Additionally, the City Commission on July 2, 2013 approved funding for improvements to said right-of-way to be financed from existing CMATP TIFID funds. Therefore, Condition 2 above has been substantially met subject to the above dedication being finalized and said improvements being funded and installed.

City Commission set the public hearing for Great Bear Subdivision No.2 – Phase I on August 6, 2013. Notice of Public Hearing before the City Commission for the Final Plat for Great Bear Subdivision No.2 – Phase I was published in the *Great Falls Tribune* on August 18, 2013.

Background: The ±60.088 (Lots 4 & 5) acre subject property is located east of U.S. Highway 87 in the northern portion of the City of Great Falls. The applicant is requesting approval of the Final Plat of Great Bear No. 2 Subdivision-Phase I. The proposed subdivision consists of 8 heavy industrial zoned lots. The property is legally described as Great Bear No. 2 Subdivision-Phase I, Being Lots 4 & 5, Block 1, of the International Malting Company, LLC Addition, located in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, herein referred to as subject property.

Lot 5 of subject property, consisting of 54.863 acres, was annexed in 2007 by Montana Megawatts I LLC (Montgomery Energy). The site was proposed to be a natural gas fired electric

generator site. This project was never initiated and ultimately the land was purchased by the applicant.

Lot 4 of the subject property, consisting of 5.225 acres, was annexed in 2005 for the International Malting Company, LLC (now Malteurop). Malteurop, which is located on Lot 2 of the International Malting Company LLC Addition, is a barley malting plant. Lot 4 is the access easement to the lots within the International Malting Company, LLC Addition.

The subject property is located in the Central Montana Agriculture and Technology Park (CMATP) Tax Increment Financing Industrial District (TIFID). An expansion of this TIFID was approved on May 7, 2013 to incorporate the property south of the subject property for the proposed ADF International project. All of the property owners in the TIFID understand that funds in the TIFID are limited and must be spent on public infrastructure improvements. The expenditure of any TIFID funds are at the discretion of the City Commission.

Final Plat Request

The applicant is requesting approval of the Final Plat of the subject property which would subdivide Lot 5 into 8 heavy industrial zoned lots. The applicant submitted a Final Plat (attached), which shows the layout for the industrial lots. Lot 8, the remainder, is expected to be further subdivided in future phases. In the Preliminary Plat phase of the project, Planning Staff noted to the applicant a concern for the size of the proposed industrial lots on the west side of the proposed Innovation Street. The proposed lots meet the standards for I-2 Heavy industrial zoning, but development will be limited due to other code requirements and concerns, such as parking, service areas, setbacks, an existing 40-foot gas easement, etc. Staff has advised the applicant to consider how these lots will function. The applicant has stated that if the lots are not big enough to suit an end user, he could file boundary line adjustments or combine lots if necessary.

Public Works, during the Preliminary Plat phase of the project, raised the concern that there is not an overall master plan for the project. In order to efficiently design for public improvements including water, sewer and storm drain, it is helpful to have an understanding of the overall plan for an area. The applicant has provided various general plans for future phases of the subdivision, but has not provided an overall master plan; therefore, Public Works will have to make some assumptions on future needs for the development. This may cause additional cost to the applicant due to over- or under-sizing of improvements.

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 finding of fact that weigh the criteria in of 76-3-608 (3) MCA (attached).

Improvements

Access to the proposed subdivision is from U.S. Highway 87, a controlled access highway, which is maintained by the State of Montana. Currently, there is an existing gravel access and utility easement off of U.S. Highway 87 (Lot 4), which will be utilized to access the lots in the proposed subdivision. The southerly 100 feet of Lot 4 (Great Bear Ave) is being dedicated as

public right-of-way as a part of the Final Plat. It should be noted that the City Commission approved expenditures of TIFID dollars for roadway improvements to Great Bear Avenue at their July 2, 2013 meeting. If these improvements are not installed by the City, the applicant shall be responsible for improvements to the roadway.

The internal roadways within the subdivision are proposed to be dedicated as public right-of-way and maintained by the City. Public Works is requiring paving, curb and gutter on the internal roadways. Additionally, due to potential of large truck traffic, Public Works is requiring a 100-foot diameter temporary graveled cul-de-sac at the north terminus of Innovation Street.

There is an existing 16-inch water transmission main located on the north edge of Lot 4. The applicant's engineer has prepared a preliminary overall site plan showing a water distribution main layout for the proposed subdivision. The City Public Works Department has reviewed the water system design reports and plans for compliance with design requirements and regulations. Consideration of adjacent service areas and future main extensions was part of the review. Because the City does not have an overall plan for the entire property, the City may require the applicant to extend additional water mains within the development.

There is an existing sanitary sewer force main and sewage lift station located on the east side of the Malteurop property east of the subject property and adjacent to Black Eagle Road. A sewer main will be extended from this lift station along the north side of the Malteurop property to the southeast portion of the property. A portion of this extension is a requirement in Malteurop's annexation agreement. The City Commission approved funding for the sewer extension from existing funds in the CMATP TIFID on July 2, 2013. It is anticipated that these improvements will be completed this year.

The applicant is responsible for the extension of the on-site sewer main for the subject property. The applicant's engineer has prepared construction plans for the sanitary sewer main installation. The City Public Works Department has reviewed the preliminary sewer system design reports and plans for compliance with design requirements and regulations. Consideration of adjacent service areas and future main extensions was a part of the review. Because the City does not have an overall plan for the entire property, the City may require the applicant to extend additional sanitary sewer mains within the development.

The applicant is working with the Public Works Department regarding requirements for stormwater discharge, storage, conveyances, and on-and off-site improvements. The applicant's engineer has prepared a preliminary overall site plan showing storm drainage system layout for Phase 1. The City Public Works Department has reviewed the preliminary storm drainage system design plans. Consideration of upstream and downstream properties and future storm drain extensions was a part of the review. The applicant has provided a 30-foot drainage easement on the Final Plat for stormwater conveyance across the property in an existing drainage channel. Because the City does not have an overall plan for the entire property, the City may require the applicant to construct additional drainage improvements within the development.

Park land dedication is not required for the proposed subdivision per MCA 76-3-621 (3)(b); a park dedication may not be required for a subdivision into parcels that are all nonresidential.

2005 City of Great Falls Growth Policy

The Great Bear No. 2 Subdivision-Phase I application is part of what is envisioned as a planned comprehensive industrial development center for residents and businesses in the City and the County. This project is a step toward the creation of a much desired primary job and employment center for the City of Great Falls. Recent surveys have found that the City's residents recognize the need for, and strongly support, actions toward the creation of new and diverse forms of employment in Great Falls.

Although infrastructure is limited at this time, the City of Great Falls has formed a Tax Increment Finance Industrial District (TIFID) to assist in making the road, water, sewer, utility, stormwater and general infrastructure improvements necessary toward the creation of a long-term industrial park and employment center. These improvements will help attract and develop new and expanded value added industries to the area.

This project is consistent with the 2005 Growth Policy. Specifically, the Economic element of the 2005 policy calls for: 1) the diversification of the local economy, 2) steps to enhance and strengthen the City's economic base, and 3) attracting new businesses and supporting the expansion of existing businesses that tend to raise the median income level. It further states that large industrial areas and employment centers should be planned and located based on site requirements, ease of access, environmental impacts, long-term relationships to residential areas and the potential for generating growth. This location, although on the City's periphery, is advantageous for industrial development in that it is separate, but reasonably accessible, from residential areas.

The Growth Policy also makes allowable actions to proactively direct development through public investment in infrastructure and to encourage businesses and industries that will utilize existing (and planned for) infrastructure. This application is consistent with the implementation of these policies.

Neighborhood Council Input

The subject property is located in Neighborhood Council #3. A representative for the applicant attended the Council meeting on March 7, 2013. The Council asked questions about a proposed rail spur from Malteurop's property and if Montana Specialty Mills would be relocating to the Great Bear Industrial Park. The applicant's representative did not have information on timing of the rail spur or if Montana Specialty Mills would be relocating. The Neighborhood Council did not vote on the proposed project.

Concurrences: Representatives from the City's Public Works, Park and Recreation and Fire Departments have been involved throughout the review and approval process for this project. The Fire Department has submitted a memo voicing concerns about emergency response times related to this development.

Fiscal Impact: Providing services is expected to be an additional cost to the City. Increased costs may be covered by increased tax revenues from improved properties.

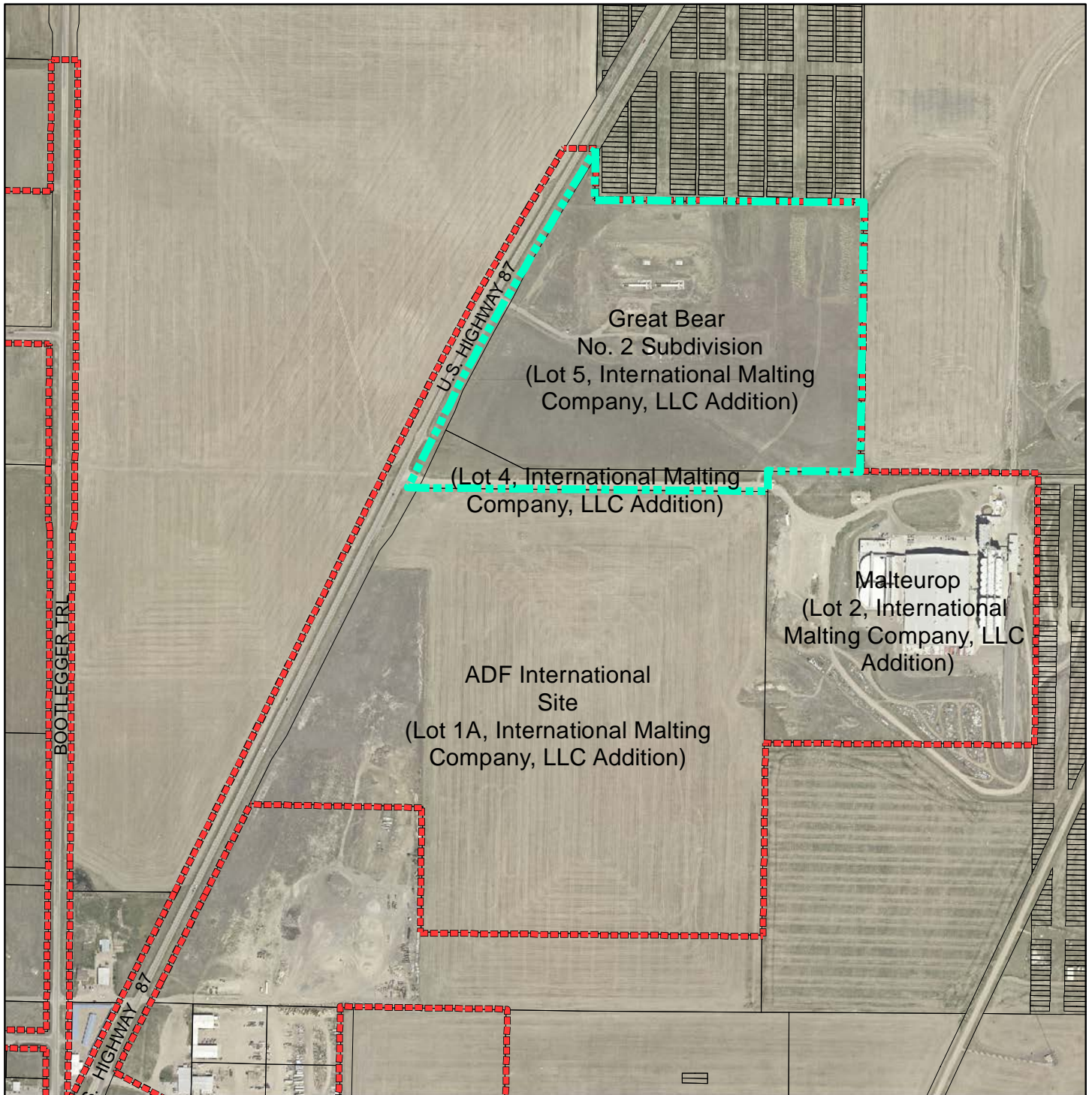
Alternatives: If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute.

Attachments/Exhibits:

Aerial Photo
Zoning Map
Final Plat
Findings of Fact
Development Agreement
Fire Chief Memo

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Patty Cadwell, Neighborhood Council Coordinator
Joe Stanek, joestanek@westernamericanretail.com
John Juras, TD&H, John.Juras@tdhengineering.com

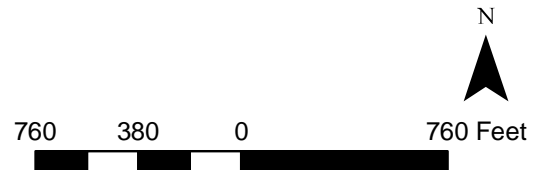
Aerial Photo



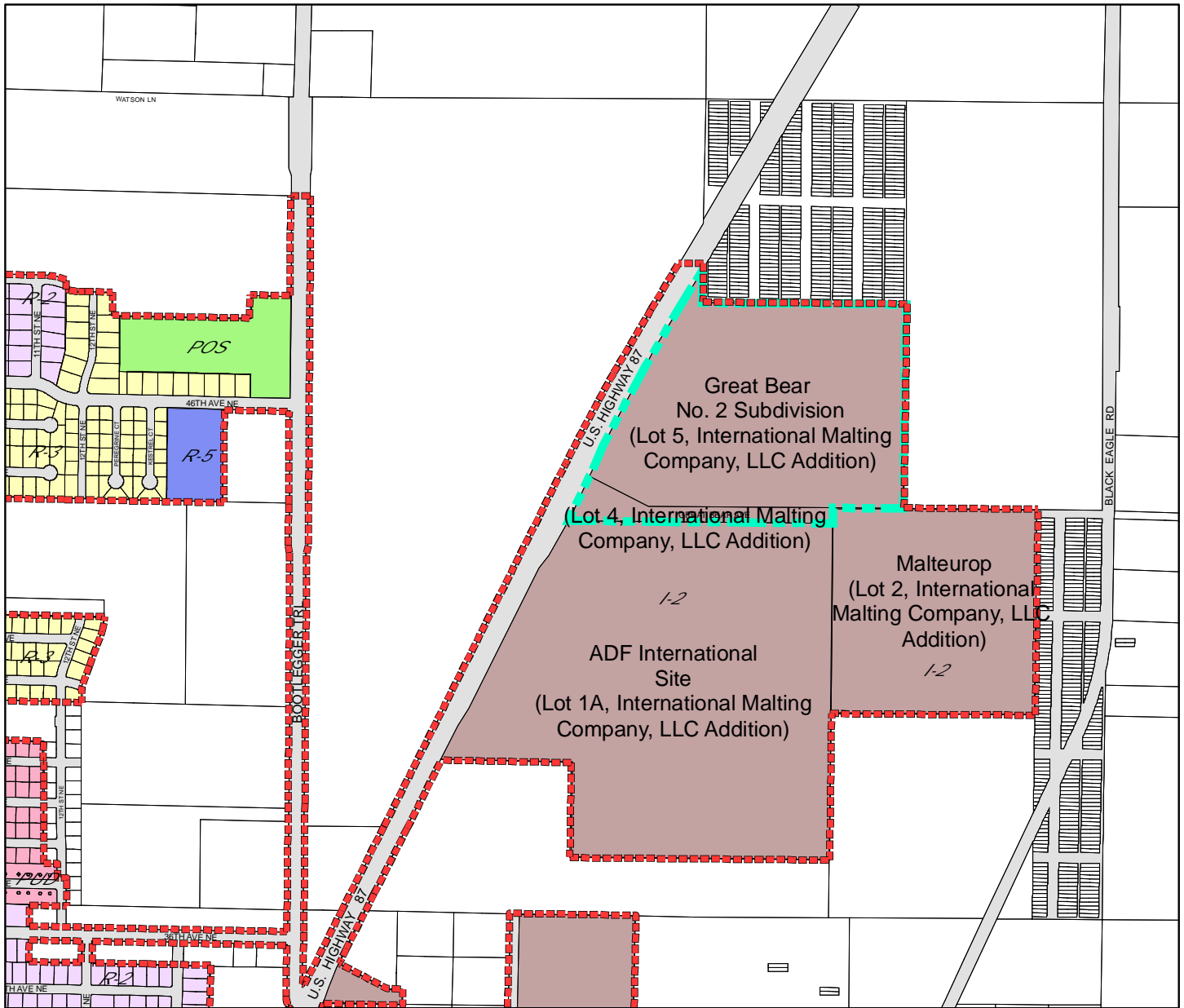
 Great Bear No 2 Subdivision

 City Limits

 Tracts of Land



Zoning Map



Legend

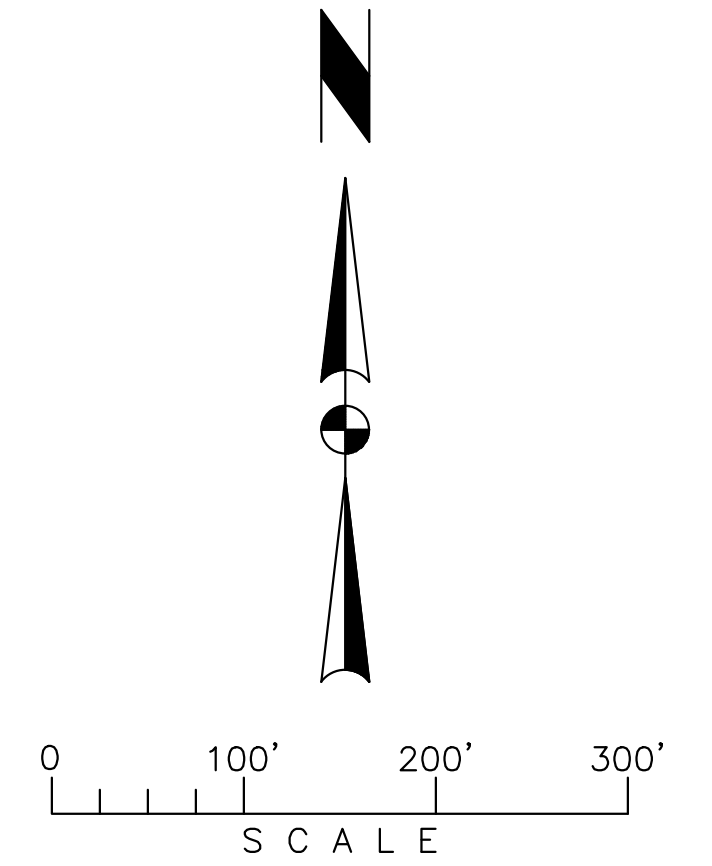
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|-----------------------------|--------------------------------|----------------------------------|
| City Limits | C-4 Central business core | R-1 Single-family suburban |
| Parcels | C-5 Central business periphery | R-2 Single-family medium density |
| Great Bear No 2 Subdivision | I-1 Light industrial | R-3 Single-family high density |
| RofW | I-2 Heavy industrial | R-5 Multi-family medium density |
| ZONING | M-1 Mixed-use district | R-6 Multi-family high density |
| C-1 Neighborhood commercial | M-2 Mixed-use transitional | R-9 Mixed residential |
| C-2 General commercial | M-3 Mixed-use district | R-10 Mobile home park |
| C-3 Highway commercial | M-4 Mixed-use district | Unincorporated |
| | POS Park Open Space | |
| | PUD Planned unit development | |



GREAT BEAR NO. 2 SUBDIVISION - PHASE I

BEING LOTS 4 & 5 (LESS HIGHWAY R/W), BLOCK 1, OF THE INTERNATIONAL MALTING COMPANY, LLC ADDITION LOCATED IN SECTION 30, T21N, R4E, P.M.M., CASCADE COUNTY, MONTANA

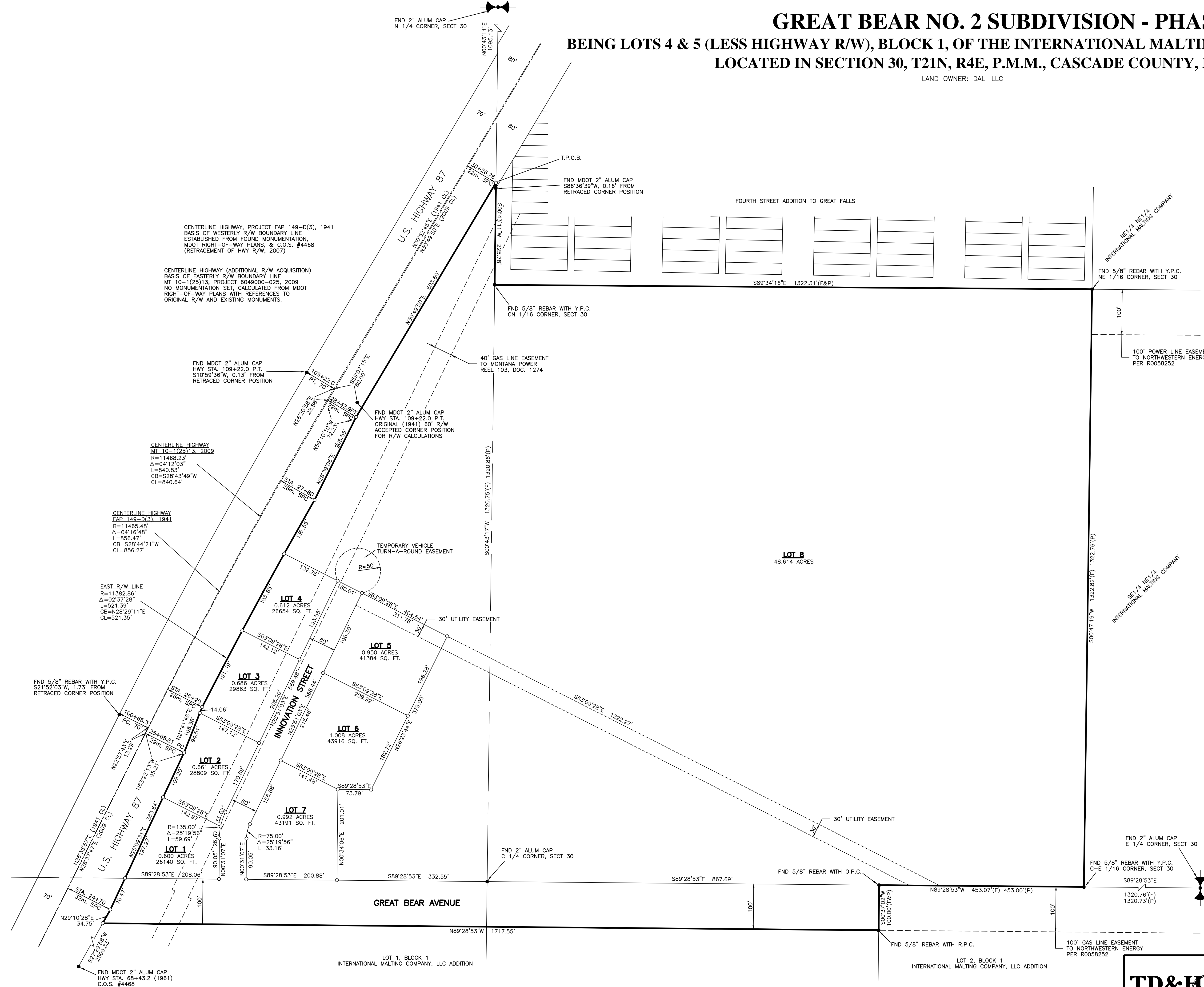
LAND OWNER: DALI LLC



AREA OF LOTS = 54.123 ACRES
AREA OF ROADS = 4.857 ACRES
TOTAL AREA = 58.980 ACRES

LEGEND

- SUBDIVISION BOUNDARY
- SET 5/8" REBAR WITH "15625LS KENCZKA" YPC
- FOUND MONUMENT AS NOTED
- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- EASEMENT LINE
- LOT LINE
- SECTION LINE
- FIELD MEASUREMENT (F)
- PLATTED MEASUREMENT (P)



CENTERLINE HIGHWAY, PROJECT FAP 149-D(3), 1941
BASIS OF WESTERLY R/W BOUNDARY LINE
ESTABLISHED FROM FOUND MONUMENTATION,
MDOT RIGHT-OF-WAY PLANS, & C.O.S. #4468
(RETRACEMENT OF HWY R/W, 2007)

CENTERLINE HIGHWAY (ADDITIONAL R/W ACQUISITION)
BASIS OF EASTERLY R/W BOUNDARY LINE
MT 10-1(25)13, PROJECT 6049000-025, 2009
NO MONUMENTATION SET, CALCULATED FROM MDOT
RIGHT-OF-WAY PLANS WITH REFERENCES TO
ORIGINAL R/W AND EXISTING MONUMENTS.

CENTERLINE HIGHWAY
MT 10-1(25)13, 2009
R=11468.23'
Δ=04°12'03"
L=940.83'
CB=S28°43'49"W
CL=840.64'

CENTERLINE HIGHWAY
FAP 149-D(3), 1941
R=11465.48'
Δ=04°16'48"
L=856.47'
CB=S28°44'21"W
CL=856.27'

EAST R/W LINE
R=11382.86'
Δ=02°37'28"
L=521.39'
CB=N28°29'11"E
CL=521.35'

PURPOSE OF SURVEY: TO CREATE A MAJOR SUBDIVISION
BASIS OF BEARING: MONTANA STATE PLANE COORDINATES, ESTABLISHED WITH SURVEY QUALITY GPS

	DRAWN BY DRK/MMJ	DATE: 6-14-13	QUALITY CHECK:
	SURVEYED BY: RFS	JOB NO. 10-276	FIELDBOOK
THOMAS, DEAN & HOSKINS, INC.			
ENGINEERING CONSULTANTS			
GREAT FALLS-BOZEMAN-KALISPELL-HELENA			MONTANA
SPOKANE			WASHINGTON
LEWISTON			IDAHO

GREAT BEAR NO.2 SUBDIVISION - PHASE I
BEING LOTS 4 & 5 (LESS HIGHWAY R/W), BLOCK 1, OF THE INTERNATIONAL MALTING COMPANY, LLC ADDITION
LOCATED IN SECTION 30, T21N, R4E, P.M.M., CASCADE COUNTY, MONTANA

LAND OWNER: DALI LLC

CERTIFICATE OF DEDICATION

I, the undersigned property owner, do hereby certify that I have caused to be surveyed, subdivided, and platted into lots, blocks, streets, and easements as shown by the within described plat, the following described tract of land to wit:

A tract of land being Lots 4 & 5 (less Highway right-of-way), Block 1, of the International Malting Company, LLC Addition, located in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, and more particularly described as follows:

Beginning at the North Quarter Corner of said Section 30, thence South 00°43'11" West along the Mid-Section line of said Section 30, a distance of 1095.13 feet to the Easterly right-of-way line of U.S. Highway 87 and being the True Point of Beginning; thence South 00°43'11" West along said Mid-Section line, a distance of 225.78 feet to the Center-North Sixteenth Corner of said Section 30; thence South 89°34'16" East along the North Sixteenth line of said Section 30, a distance of 1322.31 feet to the Northeast Sixteenth Corner of said Section 30; thence South 00°47'19" West along the East Sixteenth line of said Section 30, a distance of 1322.82 feet to the Center-East Sixteenth Corner of said Section 30; thence North 89°28'53" West along the Mid-Section line of said Section 30, a distance of 453.07 feet to the Westerly line of Lot 2, Block 1, of the International Malting Company, LLC Subdivision; thence South 00°37'02" West along said Westerly line, a distance of 100.00 feet to the Northerly line of Lot 1, Block 1, of the International Malting Company, LLC Subdivision; thence North 89°28'53" West along said Northerly line, a distance of 1717.55 feet to the Easterly right-of-way of U.S. Highway 87; thence North 29°10'28" East along said Easterly right-of-way, a distance of 34.75 feet; thence North 25°09'31" East along said Easterly right-of-way, a distance of 383.64 feet; thence North 21°41'48" East along said Easterly right-of-way, a distance of 108.56 feet; thence along said Easterly right-of-way on a non-tangent curve to the right, having a Radius of 11382.86 feet, a Delta of 02°37'28", an Arc Length of 521.39 feet, a Chord Bearing of North 28°29'11" East, and a Chord Length of 521.35 feet; thence North 26°39'06" East along said Easterly right-of-way, a distance of 205.55 feet; thence North 30°49'50" East along said Easterly right-of-way, a distance of 603.60 feet to the True Point of Beginning and containing 58.980 acres.

The above described tract of land is to be known and designated as the GREAT BEAR NO. 2 SUBDIVISION - PHASE 1, City of Great Falls, Cascade County, Montana, and the lands included in all streets and avenues shown on said plat are hereby granted and donated to the use of the public forever. The undersigned hereby also grants and donates unto the City of Great Falls all of the area shown as utility easements to allow for the non-exclusive use of the City and other firms, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, television, water, sewer or storm drain services to the public or to the private owners of the lots, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under, and across each as designated on this plat as "Utility Easement," to have and to hold forever.

Dated this _____ day of _____, A.D., 20_____

DALI LLC

State of Montana)
: ss
County of Cascade)

On this _____ day of _____, 20_____, 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 Dedication. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)
Notary Public for the State of Montana
Residing at Great Falls, Montana
My commission expires _____

CERTIFICATE OF GREAT FALLS PLANNING ADVISORY BOARD

We, the undersigned, Thor Swensson, President of the City Planning Advisory Board of the City of Great Falls, Cascade County, Montana, and Michael Haynes, Secretary of said City Planning Advisory Board, do hereby certify that the accompanying plat of the GREAT BEAR NO. 2 SUBDIVISION - PHASE I, has been submitted to the said City Planning Advisory Board for examination by them, and was found by them to conform to law, and was approved at their regular meeting held on the _____ day of _____, 20_____.

Thor Swensson
President, Great Falls Planning Advisory Board

Michael Haynes
Secretary, Great Falls Planning Advisory Board

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 GREAT BEAR NO. 2 SUBDIVISION - PHASE I, was duly examined and approved by the City Commission of the City of Great Falls, at its regular meeting held on the _____ day of _____, 20_____.

City Manager, City of Great Falls, Montana

CERTIFICATE OF PUBLIC SERVICE DIRECTOR

I, Jim Reardon, Public Service Director for City of Great Falls, Montana, do hereby certify that I have examined the accompanying plat of the GREAT BEAR NO. 2 SUBDIVISION - PHASE I, and the survey it represents, and find the same conforms to 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 _____, A.D., _____

Public Works Director, City of Great Falls, Montana

CERTIFICATE DISPENSING WITH PARK OR PLAYGROUND

I, Gregory T. Doyon, City Manager for the City of Great Falls, Montana, do hereby certify that since the accompanying plat of the GREAT BEAR NO. 2 SUBDIVISION - PHASE I, is a subdivision into parcels that are all nonresidential, the City Commission of the City of Great Falls, Montana, in accordance with Section 76-3-621(3)(c), M.C.A., dispensed with any park or playground requirements, during its regular meeting held on the _____ day of _____, 20_____.

Dated this _____ day of _____, A.D., 20_____

City Manager, City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, Gregory T. Doyon, City Manager for the City of Great Falls, Montana, do hereby certify that 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, Montana, and this certificate is made pursuant to Section 76-4-124, M.C.A., thereby permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

Dated this _____ day of _____, A.D., 20_____

City Manager - 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 plat of the GREAT BEAR NO. 2 SUBDIVISION - PHASE I, and find that taxes in same have been paid for the last five years.

Dated this _____ day of _____, A.D., _____

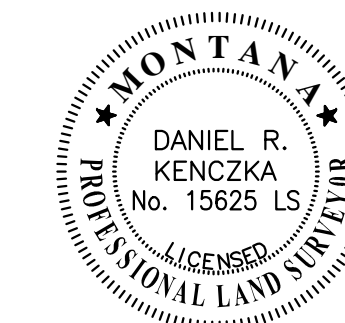
County Treasurer, Cascade County, Montana

CERTIFICATE OF SURVEYOR

I, the undersigned, Daniel R. Kenczka, Professional Land Surveyor, Montana Registration NO. 25625LS, do hereby certify that I supervised the survey of this GREAT BEAR NO. 2 SUBDIVISION - PHASE I, 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



FINDINGS OF FACT
FOR FINAL PLAT OF GREAT BEAR NO. 2 SUBDIVISION - PHASE I, A SUBDIVISION LOCATED
WITHIN SECTION 30, T21N, R4E, P.M.M, CASCADE COUNTY, MONTANA
(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

Finding of Fact (Prepared in Response to 76-3-608(3) MCA)

Primary Review Criteria:

Effect on Agriculture/Agricultural water user facilities: The subject property is not currently being utilized for dry land crop production. No effects on agricultural water user facilities have been identified for this project. The applicant does not anticipate any impacts to the downstream irrigation water users due to this subdivision.

Effect on Local Services:

Access to the proposed subdivision is from U.S. Highway 87, an access controlled highway, which is maintained by the State of Montana. There is an existing access and utility easement off of U.S. Highway 87 (Lot 4), which will be utilized to access the lots in the proposed subdivision. The City is requiring the southerly 100-feet of the access and utility easement (Lot 4) be dedicated as public right-of-way, per an obligation of a previous agreement, prior to final approval of the proposed subdivision by City Commission. Once the roadway is dedicated, the City of Great Falls will be responsible for maintenance. The applicant has shown this dedication of right-of-way on the Final Plat of the subdivision. The City Commission approved a TIF application for funding improvements to the right-of-way on July 2, 2013.

Access to municipal infrastructure and public services is available in the vicinity of the subject property. The applicant shall be responsible for extending the utility mains. The City should not experience an appreciable increase in maintenance and operating costs. As development occurs in the subdivision, owners will pay regular water and sewer charges.

The City Public Works Department is requiring the development to restrict off-site flows to predevelopment levels by developing retention and/or detention systems on each lot, which will be reviewed by the City's Public Works Department. In addition, the applicant will be responsible as a condition of the subdivision to mitigate all downstream impacts caused by the development.

The subdivision will receive law enforcement and fire protection service from the City of Great Falls. The nearest fire station is ±3.0 miles from the subdivision site. The Fire Department has provided a memo stating a concern for travel time (approximately 7 minutes) to the proposed subdivision (see Exhibit E - Fire Memo). Staff has coordinated with the Fire Department, which supports the project, but want to clarify to the applicant that response times are longer than what is recommended, which could ultimately effect insurance rates in the area. Providing these services to the lots in the subdivision is expected to be a negligible cost to the City.

Per Montana Code Annotated 76-21-621(3)(b), park dedication is not required for subdivisions that are all nonresidential, therefore no park land or payment in lieu of park land is required.

Effect on the Natural Environment: The subdivision is not expected to adversely affect soils, the water quality or quantity of surface or ground waters. Surface runoff will flow easterly, ultimately to an existing retention pond located in the County, east of the subject property. The City's Public Works Department has completed a preliminary draft stormwater study for the area, and noted improvements to the existing drainage system are needed. The applicant shall be responsible for his proportional share of improvements to the drainage system.

Effect on Wildlife/Wildlife Habitat: The subdivision is located adjacent to an area containing urbanized development. The subdivision is not in an area of critical wildlife habitat and 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 flooding, wildfire, snow or rockslides, nor potential man-made

hazards such as high voltage power lines, high traffic volumes, or mining activity. The subdivision does have a high-pressure gas line that runs from north-south on the western portion of the site. The Applicant will be required to respect the necessary easements and proper safety measures to protect the public health and safety from this hazard.

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 applicant shall provide necessary utility easements to accommodate water mains, sanitary sewer mains, stormwater easements and private utilities to serve all lots in the subdivision.

**DEVELOPMENT AGREEMENT FOR
GREAT BEAR NO. 2 SUBDIVISION - PHASE I,
BEING LOTS 4 & 5, BLOCK 1, OF THE
INTERNATIONAL MALTING COMPANY, LLC ADDITION,
LOCATED IN SECTION 30, TOWNSHIP 21 NORTH,
RANGE 4 EAST, P.M.M., CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this _____ day of _____, 2013, between Dali, 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 subdivision of Great Bear No. 2 Subdivision-Phase I, Being Lots 4 & 5, Block 1, of the International Malting Company, LLC Addition, located in Section 30, Township 21 North, Range 4 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subdivision.”

2. SUPPORTING DOCUMENTS

- A. The Subdivision Plat of Great Bear No. 2 Subdivision – Phase I prepared for the Owner, and filed in the office of the Clerk and Recorder of Cascade County, Montana, on the _____ day of _____, 2013.
- B. Engineering drawings, specifications and cost estimates prepared for the Subdivision, consisting of documents for sanitary sewer mains, water mains, storm drainage improvements, paving, conduit for wiring for potential future public roadway lighting facilities, curb and gutter. Said drawings and specifications are on file in the City Engineer’s office.
- C. Regarding the bonding requirements to ensure construction of public improvements as referenced in Section 76-3-507, MCA, Owner shall provide, in conjunction with submittal and approval of the final plat of any future phase within Great Bear No. 2 Subdivision – Phase I, a financial surety to ensure the construction and installation of public improvements to serve the area within said final plat.
- D. Legal documents, including articles of incorporation, bylaws and covenants, establishing and outlining responsibilities of the Owners within Subdivision, shall be filed in the Clerk and Recorder’s Office of Cascade County, Montana.

3. AMENDMENTS

Minor changes to engineering documents and such revisions to the engineering drawings as are deemed appropriate and necessary by City's Engineer and City's Public Works Department and which do not materially affect the hereinabove mentioned Subdivision, can be made as follows:

- A. The proposed revision will be submitted to City's Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.
- B. The annotated revision becomes a part of this Agreement upon City's Public Works Department approval.
- C. Changes during construction shall be made by change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

4. UNFORESEEN POTENTIALITIES

It is mutually recognized, understood and agreed by City and Owner that subsequent to the time this agreement was entered into, events may occur and actions may be taken which were unforeseen by either party or both parties hereto. In this perspective, it is, therefore, agreed that the parties may by mutual subsequent agreement modify the terms, conditions and covenants of this Agreement.

5. FEES AND CHARGES

- A. Prior to approval of Subdivision, Owner shall, in addition to the Preliminary Plat Fee of \$800.00, Final Plat Fee of \$300, which have been paid, pay the recording fees of \$121.00 (\$11.00 per page x 11 pages) as provided by City policy, ordinances and resolutions.
- B. Owner or its successors or assigns shall reimburse City for its expenses incurred in testing and acceptance of public utilities to serve Subdivision at the rates charged by City for said work at the time performed.
- C. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.
- D. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Subdivision shall not constitute a waiver by the City.

6. INFRASTRUCTURE IMPROVEMENTS

Owner hereby agrees to complete within two (2) years of the date of this Agreement, the installation of infrastructure (sanitary sewer mains, water mains, storm drainage improvements, paving, curb and gutter, conduit for wiring for potential future public roadway lighting facilities) to serve Subdivision, according to engineering drawings and specifications caused to be prepared by Owner and approved by and filed in the City Engineer's Office. All improvements shall be in accordance with all City and State design and construction codes, specifications, standards and other requirements. The

storm drainage improvements shall include 100-year 2-hour storm capacity channel and / or conduit to accommodate peak flows from the drainage basin above and convey those flows across the Subdivision to the natural drainage channel to the east. Storm drain improvements shall be provided to serve all lots within the subdivision in accordance with the City's Storm Drainage Design Manual. Additionally, upon written approval from the City Public Works Director, City may grant extension of the two-year completion date as deemed appropriate.

7. CENTRAL MONTANA AGRICULTURE & TECHNOLOGY PARK TAX INCREMENT FINANCING DISTRICT

It is mutually understood that the Subdivision is part of the existing Central Montana Agriculture and Technology Park Tax Increment Financing Industrial District (CMATP TIFID) that currently comprises the subject property (Lots 4 & 5, Block 1, International Malting Company LLC Addition), Malt Plant property (Lot 2, Block 1, International Malting Company LLC Addition), and the ADF International property (Lot 1A, Block 1, International Malting Company LLC Addition).

It is mutually understood that the Owner of the proposed Subdivision has sought to use funds in the CMATP TIFID to pay for eligible infrastructure improvements in the TIFID, with the increment from future development of those properties within the TIFID anticipated to repay loans taken out by Owner for additional eligible infrastructure improvements. Priority for expending funds in the CMTAP TIFID may be given to infrastructure improvements that serve all owners in the TIFID. City's costs, including those for TIFID administration and over-sizing utilities, are also eligible for reimbursement from the TIFID. TIFID expenditures are at the discretion of the City Commission.

8. FUTURE INFRASTRUCTURE FACILITIES

Owner hereby agrees to waive right to protest any future area wide special improvement district for infrastructure to pay a proportionate share of any future infrastructure improvements which service Subdivision that may be installed with or without an area wide special improvement district. The term "area wide" as used herein, means any area larger than that covered by Subdivision, which is a contributor to the infrastructure demand of which Subdivision is a part.

9. STORM DRAINAGE PLAN FOR INDIVIDUAL LOTS

Owner hereby agrees to prepare plans and design reports, and construct improvements in accordance with the City's Storm Drain Design Manual prior to the development of each lot. Those improvements shall be designed to release flows at pre-development conditions. Said improvements will be privately owned, operated, and maintained. Said drainage plans and design reports shall be submitted, reviewed and approved by the City Public Works Department prior to City issuing an occupancy permit for the Subdivision. The drainage plan may require an agreement with up stream and or downstream contributor land owner(s) for permanent use of existing pond facilities, as well as repairs and future maintenance to these pond facilities. Owner further agrees to be responsible

for and to mitigate any downstream impacts that may result from surface runoff from Subdivision.

10. REQUIRED UPSIZING OF IMPROVEMENTS

- A. Owner agrees to install an oversized water main as determined by the City's Public Works Department instead of the standard eight-inch (8") water main in the portion of Subdivision. City agrees to reimburse the Owner for its actual costs incurred by the over sizing cost of water main installed in Subdivision within (30) days of its acceptance of the installations and appropriate billing, including provisions of adequate information and documentation supporting said costs. These costs to the City shall be eligible for reimbursement from the TIFID.
- B. Owner agrees to install an oversized sewer main as determined by the City's Public Works Department instead of the standard eight-inch (8") sanitary sewer main in the portion of Subdivision. City agrees to reimburse the Owner for its actual costs incurred by the over sizing cost of sanitary sewer main installed in Subdivision within (30) days of its acceptance of the installations and appropriate billing, including provisions of adequate information and documentation supporting said costs. These costs to the City shall be eligible for reimbursement from the TIFID.
- C. Owner agrees to install an oversized storm sewer main and drainage basin as determined by the City's Public Works Department instead of the standard sized storm drainage facilities in portions of the Subdivision abutting other properties. City agrees to reimburse the Owner for its actual costs incurred by the over sizing cost of storm sewer main installed in Subdivision within (30) days of its acceptance of the installations and appropriate billing, including provisions of adequate information and documentation supporting said costs. These costs to the City shall be eligible for reimbursement from the TIFID.

11. RESTRICTIONS ON DEVELOPMENT OF LOT 8, IN SUBDIVISION

As plans for infrastructure associated with Lot 8 of Subdivision have presently not been formalized, Owner hereby agrees not to place or erect any structure or improvement and or infrastructure upon said Lot 8, Great Bear Subdivision No.2 – Phase I or attempt to further subdivide the area defined by said Subdivision until plans and financing for the necessary infrastructure to serve said Lot 8 have been reviewed and approved by City's Public Works Department.

12. INFRASTRUCTURE EASEMENTS

Owner hereby agrees to provide to City, prior to Owner receiving service from said water, sanitary sewer systems and storm drain system, reasonable appropriate easements to accommodate said water, sanitary sewer and storm drain systems to serve Subdivision. Owner further agrees to provide, when reasonably deemed necessary by City, any additional easements within the Subdivision to accommodate future infrastructure, including, but not limited to, the sanitary sewer mains, water mains, storm drainage improvements, paving, sidewalk, conduit for wiring for potential future public roadway lighting facilities, curb and gutter, referenced in Paragraph 6 herein, with the location of said easements to be determined mutually between Owner and City.

13. MAINTENANCE DISTRICTS

Owner waives its right to protest the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant, street maintenance and Special Lighting Maintenance Districts and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to lots in Subdivision.

14. MASTER PLAN AND RESULTANT INFRASTRUCTURE

Owner hereby agrees to cooperate and participate with development of an overall conceptual plan for the contemplated value added agricultural commodities park comprising in part the Subdivision. Owner further agrees, if and when deemed necessary by City, to dedicate public road, utility right-of-way, easements for utilities, and vehicular and pedestrian access and to extend and pay for proportionate share of all sanitary sewer mains, lift stations, water mains, storm drainage improvements and detention facilities, paving, sidewalk, conduit for wiring for potential future public roadway lighting facilities, curb and gutter to the boundaries of Subdivision.

15. SOIL AND/OR GROUNDWATER CONDITIONS

16. The owner of the property in the Subdivision 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 adverse soil or groundwater conditions on the owner's property in the Subdivision. This indemnity obligation runs with the land. Upon the transfer of ownership of the property in the Subdivision, the prior owner's (whether the Owner that made this annexation agreement or a subsequent owner) indemnity obligation for adverse soil or adverse groundwater conditions 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 with the adverse conditions at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify and no owner of property in the Subdivision is obligated to indemnify for adverse conditions on property owned by someone else.

This indemnification by the owner of the property in the Subdivision shall apply unless such damage or injury results from the negligence, gross negligence or willful misconduct of the City.

17. WARRANTY, OWNERSHIP AND INSPECTION OF UTILITY AND STREET IMPROVEMENTS

After the public utilities, drainage and street improvements described in Paragraph 2 hereof have been installed and accepted by City, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by City. However, to the extent installed by Owner, Owner or its contractor shall guarantee said improvements against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.

Installation of the public utilities and street improvements described in this Agreement, shall be subject to City's infrastructure inspection policy in place at the time of installation.

18. PUBLIC ROADWAY LIGHTING

In connection with the lawful implementation of any future Special Lighting Maintenance Districts for public roadway lighting facilities that service Subdivision, Owner agrees to pay for its proportionate share of the costs associated with roadway lighting which services Subdivision that may be installed with or without a Special Lighting Maintenance District.

19. 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 seals the day, month and year first hereinabove written.

CITY OF GREAT FALLS
A Municipal Corporation of the State of Montana
Party of the First Part

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

REVIEWED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

DALI LLC, S JOSEPH STANEK
Party of the Second Part

State of _____)
County of _____
City of _____)

:ss.

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public for the State of _____, personally appeared Joseph Stanek, known to me to be the person whose name is subscribed to the foregoing instrument within and acknowledged to me that (s)he executed the same.

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

Notary Signature

Notary Signature Printed

Notary Public for the State of _____

Residing at _____

My commission expires _____, 20 _____

(NOTARIAL SEAL)

Memorandum

Great Falls Fire Rescue

TO: Jana Cooper
FROM: Fire Chief Randy McCamley
DATE: July 31, 2012
RE: Great Bear Phase II



Thank you for the opportunity to comment on the Great Bear Development project. Great Falls Fire Rescue would like to share with the developer and prospective business owners our concerns with the emergency response distance associated with this project. Due to the distance of the proposed development to the closest city fire station, we determine the travel time to be approximately seven (7) minutes or greater. This emergency travel time is calculated by using a generally accepted emergency travel time formula and historical response time data when available.

The National Fire Protection Agency (NFPA) 1710 5.2.4.1.1 *"The fire department's fire suppression resources shall be deployed to provide for the arrival of an engine company within 240-second travel time to 90 percent of the incidents as established in Chapter 4"*

Based on the travel distance and the corresponding travel time, Great Falls Fire Rescue is concerned with meeting the developer's emergency response performance outcomes and expectations. If you have any questions concerning this information please contact my office.

Sincerely,

A handwritten signature in cursive script that reads "Randall McCamley".

Fire Chief
Randall McCamley