



Item: Public Hearing – Resolution 9983 to Annex, Ordinance 3096 to assign City Zoning, Annexation Agreement and the Final Plat all pertaining to Northview Addition, Phase 8 located in SE1/4 Section 25, T21N, R3E, Cascade County, Montana

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

Initiated By: Jim Workman Construction Co., Property Owner and Developer

Presented By: Mike Haynes, AICP, Director of Planning and Community Development

Action Requested: City Commission adopt Resolution 9983, Ordinance 3096, the Final Plat and Annexation Agreement all pertaining to Northview Addition, Phase 8.

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 Motions: (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 9983 and (approve/disapprove) the Final Plat and Annexation Agreement all pertaining to Northview Addition, Phase 8.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3096.”

2. Mayor calls for a second, discussion, and calls for the vote after each motion.

Recommendation: At the conclusion of a public hearing held January 9, 2007, the Planning Advisory Board conditionally approved the preliminary plat of Northview Addition, Phases 2-7 (which includes the area proposed as Northview Addition, Phase 8), and the Zoning Commission approved assigning a zoning classification of PUD Planned unit development district to each phase upon annexation to the City. During a meeting held February 6, 2007, the City Commission conditionally approved the Preliminary Plat of Northview Addition, Phases 2-7, as recommended by the Planning Advisory Board/Zoning Commission.

Ordinance 3096 to assign City zoning for Northview Addition, Phase 8, was accepted by the City Commission on first reading on July 17, 2012. Notice of Public Hearing before the City Commission

for the annexation, establishment of City zoning, and Final Plat for Northview Addition, Phase 8, was published in the *Great Falls Tribune* on July 22, 2012.

Background: The applicant has completed development of the first seven phases of Northview Addition. The applicant now requests approval of the final plat of Phase 8. The subdivision is located on an unnamed avenue (proposed to be Northview Avenue) north of 40th Avenue Northeast east of 9th Street Northeast. Northview Addition, Phase 8, located in the SE1/4 Section 25, Township 21 North, Range 3 East, Cascade County, Montana, consists of ±2.652 acres and creates 12 residential condominium lots.

At the conclusion of a meeting held on June 26, 2012, the Planning Advisory Board and Zoning Commission passed motions recommending approval of the final plat of Phase 8 of Northview Addition subject to the following conditions:

1. Review: The Final Plat of Northview Addition, Phase 8, shall incorporate correction of any errors or omissions noted by staff, including provision of a notification clause to purchasers regarding soil conditions.
2. The final engineering drawings, specifications and cost estimates for public improvements in Northview Avenue shall be submitted to the City Public Works Department for review and approval prior to consideration of the annexation by the City Commission.
3. An Annexation Agreement shall be prepared containing terms and conditions for annexation of the area within the Final Plat, including, but not limited to, agreement by applicant to:
 - a) install, within two years of the date of annexation, the public improvements referenced in Paragraph 2 above;
 - b) to indemnify and hold City harmless for any damages that may be sustained as a result of adverse soil and/or groundwater conditions;
 - c) to adhere to the attached PUD Site Plan in conjunction with the development of Phase 8;
 - d) assign the obligation for the installing, and paying for all remaining, public infrastructure in future phases of Northview Addition; and,
 - e) pay all applicable fees owed as a condition of annexation or plat approval, as determined in annexation agreement.
4. A financial surety in the amount determined by the Public Works Department (i.e. personal check or certificate of deposit) shall be established in the name of the applicant and City for Phase 8's proportionate share of the cost of roadway and 8-inch water main in the segment of 12th Street Northeast to cross Mark 14E1, Section 36, Township 21 North, Range 3 East.

Phase 8 of Northview Addition will include extension of Northview Avenue to the east, which will eventually connect with 12th Street Northeast (as part of a future phase) which connects back to 36th Avenue Northeast. The roadway within the subdivision will be improved to City standards with paving, curb and gutter.

City water and sewer mains will be extended from the stubbed lines off of 9th Street Northeast. Easements will be provided within the plat for the installation of private utilities. Additionally, the developer will provide a temporary easement for the City utility mains that are being extended onto the property not yet developed.

Based on land contours, the area generally slopes to the north. The applicant is obligated to pay a proportionate share of the regional storm water detention pond to serve this and future development in the area.

The developer shall fulfill the subdivision's park obligation by paying a fee in lieu of dedicating park land, which is acceptable to the Park and Recreation Department.

Annexation of subject property will enhance health, safety and welfare through application of City Codes and provision of municipal services.

Section 76-2-304 Montana Code Annotated lists criteria and guidelines which must be considered in conjunction with establishing municipal zoning on land:

(1) Zoning regulations must be:

(a) made in accordance with a growth policy; and

(b) designed to:

(i) secure safety from fire and other dangers;

(ii) promote public health, public safety, and the general welfare; and

(iii) facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

(2) In the adoption of zoning regulations, the municipal governing body shall consider:

(a) reasonable provision of adequate light and air;

(b) the effect on motorized and nonmotorized transportation systems;

(c) promotion of compatible urban growth;

(d) the character of the district and its peculiar suitability for particular uses; and

(e) conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area.

The developer is proposing an amendment to the original PUD site plan with Phase 8 of the subdivision. The approved plan called for condominium units on the north side of Northview Avenue and single-family lots to the south. The proposed plan requests condominium units on separate lots for all of Phase 8. The developer has submitted a revised PUD site plan to be adopted.

The original PUD site plan required the following:

- Lot size range: 8,953 to 8,976 sq. ft.
- Minimum lot width: 88 ft.
- Lot proportion for newly created lots (max depth to width): 1.6:1
- Maximum building height of principal building: 35 ft.
- Maximum building height of accessory detached buildings: 24 ft., but may not be higher than the uppermost elevation of the principal building.
- Front Yard Setback: 25 ft.
- Side Yard Setback: Principal building and accessory buildings: 6 ft. each side.
- Rear Yard Setback: 10 ft.
- Maximum lot coverage of principal and accessory buildings: Corner lot: 55% Other lots: 50%

The applicant proposes to make amendments to the PUD site plan for Phase 8 which include:

- Lot size range: 7,446 to 7,673 sq. ft.
- Minimum lot width: 73 ft.
- Lot proportion for newly created lots (max depth to width): 1.25:1
- Maximum building height of principal building: 35 ft.

- Maximum building height of accessory detached buildings: 24 ft., but may not be higher than the uppermost elevation of the principal building.
- Front Yard Setback: 25 ft.
- Side Yard Setback: Principal Buildings: 6 ft. on detached side; 0 ft. on attached side
- Side Yard Setback: Accessory Buildings: 2 ft. and must meet building code
- Rear Yard Setback: 10 ft.
- Maximum lot coverage of principal and accessory buildings: Corner lot: 55%; Other lots: 50%
- Creation of condominium units in lieu of single-family units on the southern side of Northview Avenue.
- Parcelizing the condominium units into separate lots.

The proposed development is compatible with the 2005 Growth Policy, as it advances specific Goals, Policies, and Action Strategies contained within the related plan elements, and is also in line with the general themes and principles found in the document. Plan elements related to the proposed development include supporting and encouraging efficient, sustainable development and redevelopment, and supporting and encouraging a compatible mix of land uses in newly developing areas. The Growth Policy also states that annexations should be logical and efficient extensions of the City's boundaries and service areas, which applies to this development. Staff concludes the above-cited criteria are substantially met.

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 the emergency response travel time from the nearest fire station.

Fiscal Impact: Providing services is expected to be a negligible cost to the City. Any increased costs likely will be covered by increased tax revenues from improved properties.

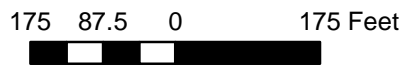
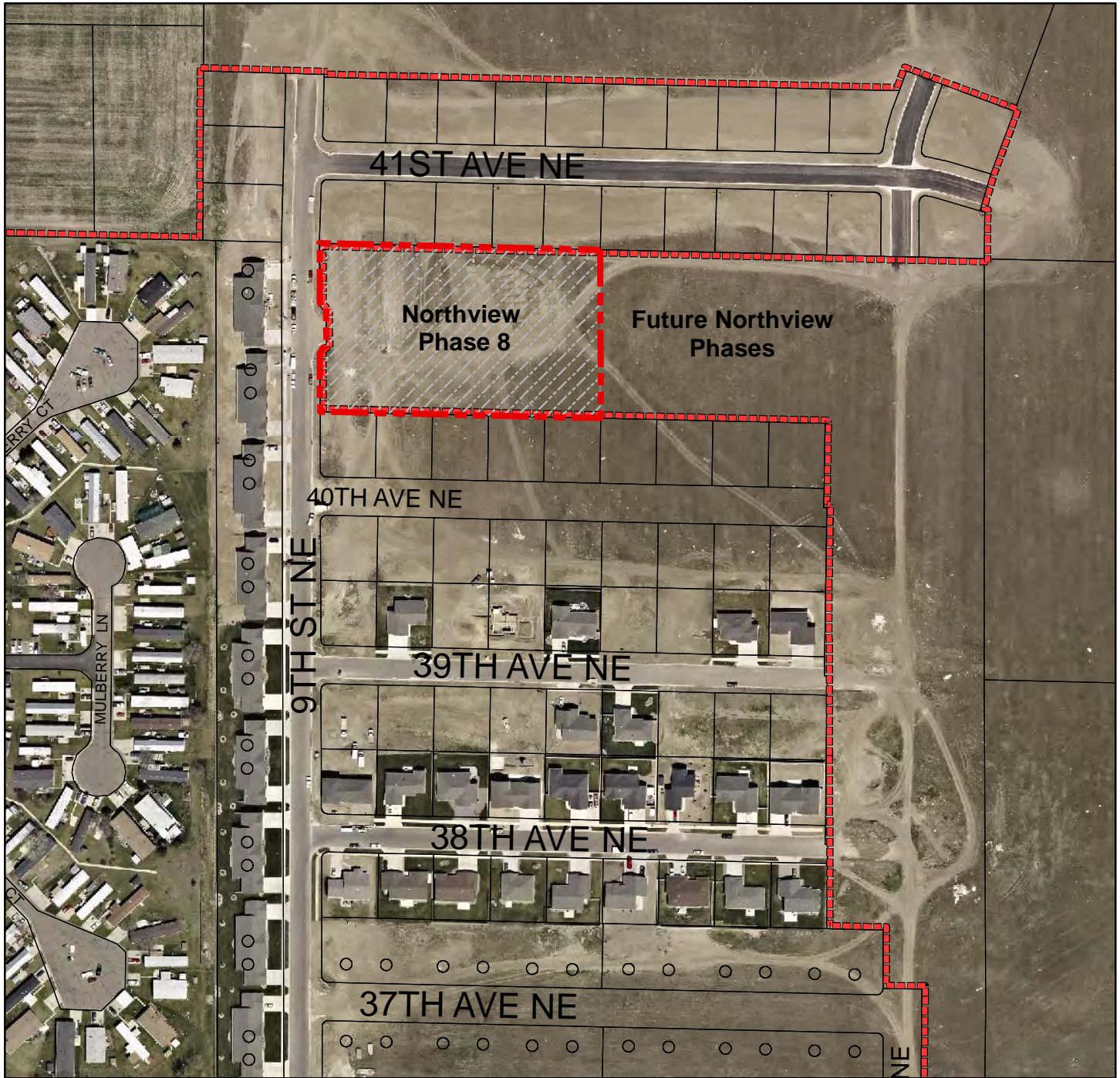
Alternatives: If there are justifiable reasons to do so, the City Commission could deny the requested action to the extent allowed in City Code and State Statute.




Attachments/Exhibits:

- Aerial Photo
- Ordinance 3096 with Attachment A
- Resolution 9983 with Attachment A
- Findings of Fact
- Reduced copy Final Plat
- Annexation Agreement
- Fire Chief Memo

Cc: Jim Rearden, Public Works Director
 Dave Dobbs, City Engineer
 Patty Cadwell, Neighborhood Council Coordinator
 Jim Workman Construction Co., 1024 36th Avenue Northeast, Great Falls, MT 59404
 Woth Engineering, 1725 41st St S, Great Falls, MT, 59405

Aerial Photo



-  Northview Phase 8
-  City Limits
-  Tracts of Land

Northview Phase 8

ORDINANCE 3096

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF PUD PLANNED UNIT DEVELOPMENT DISTRICT TO NORTHVIEW ADDITION, PHASE 8, IN THE SE¼ SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, Jim Workman Construction Co., has petitioned the City of Great Falls to annex Northview Addition, Phase 8, consisting of ±2.652 acres, located in the SE¼ of Section 25, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana; and,

WHEREAS, Jim Workman Construction Co., has petitioned Northview Addition, Phase 8, be assigned a zoning classification of PUD Planned unit development district, upon annexation to the City; and,

WHEREAS, notice of assigning said zoning classifications to Northview Addition, Phase 8, was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 7th day of August, 2012, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that the said zoning designation be made,

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

Section 1. It is determined that the herein requested zoning designation will meet the criteria and guidelines cited in Section 76-2-304 Montana Code Annotated, and Section 17.16.40.030 of the Unified Land Development Code of the City of Great Falls.

Section 2. That the zoning classification of Northview Addition, Phase 8, be designated as PUD Planned unit development district, subject to the building envelopes and setbacks attached hereto as Attachment "A" and by this reference made a part hereof.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission or upon filing in the office of the Cascade County Clerk and Recorder the resolution annexing Northview Addition, Phase 8, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

APPROVED by the City Commission on first reading July 17, 2012.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading August 7, 2012.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

James W. Santoro, City Attorney

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

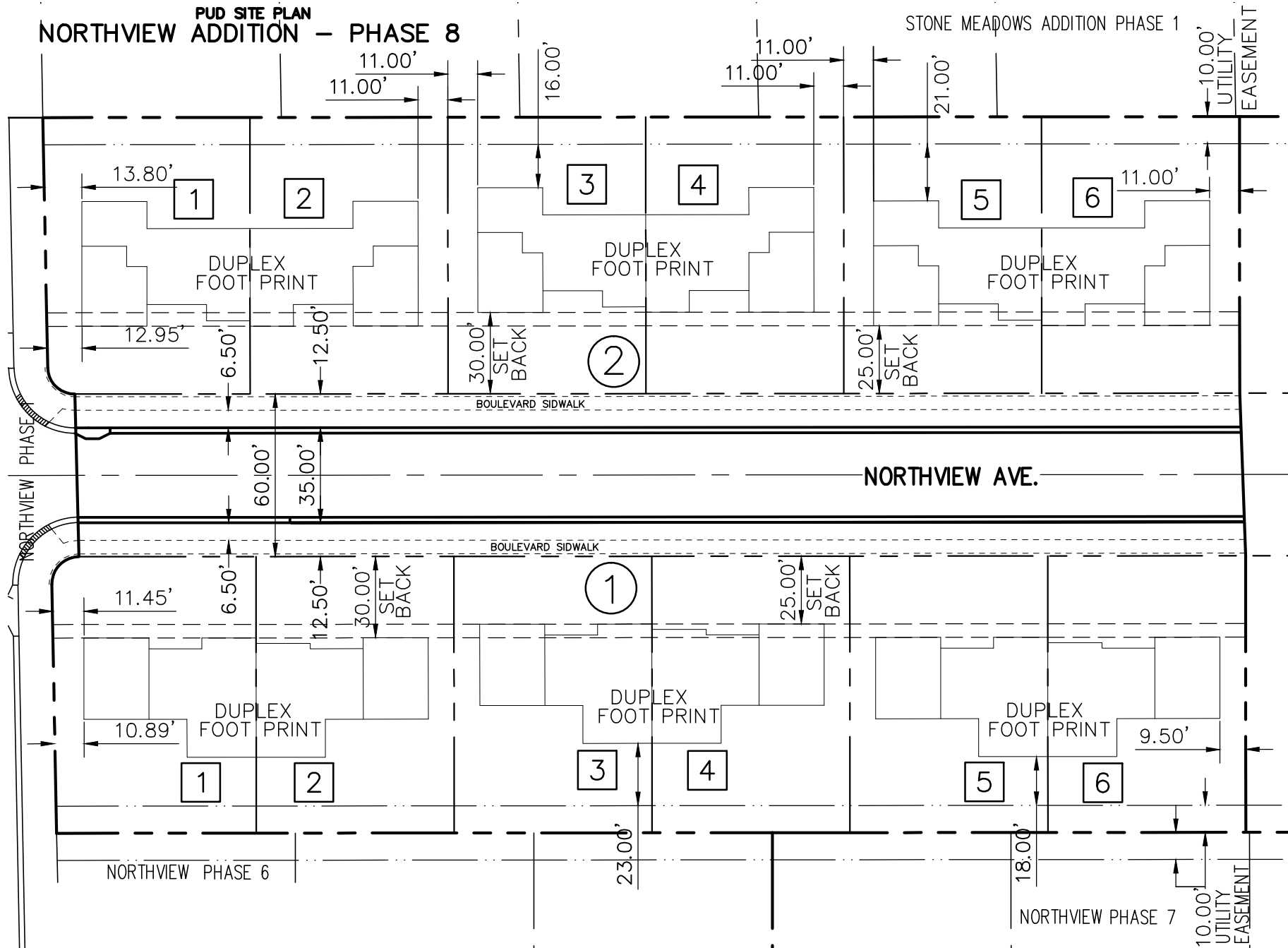
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3096 in three conspicuous places within the limits of said City to-wit:

On the Bulletin Board, first floor, Civic Center Building;
On the Bulletin Board, first floor, Cascade County Court House;
On the Bulletin Board, Great Falls Public Library

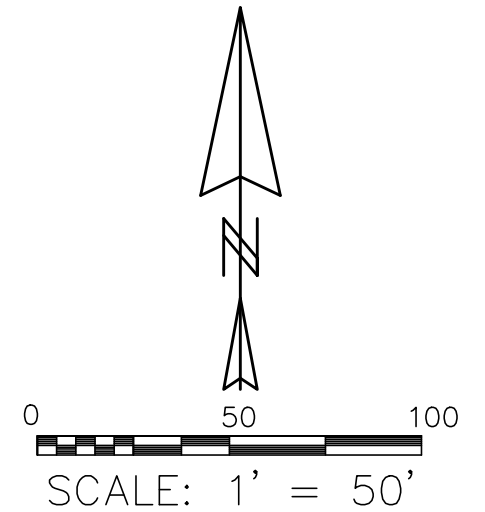
Lisa Kunz, City Clerk

(CITY SEAL)

Attachment A Ordinance 3096



- Lot size range: 7,446' to 7,673'
- Minimum lot width: 73 ft.
- Lot proportion for newly created lots (max depth to width): 2.5:1
- Maximum building height of principal building: 35 ft.
- Maximum building height of accessory detached buildings: 24', but may not be higher than the uppermost elevation of the principal building.
- Front Yard Setback: 25 ft.
- Side Yard Setback: Principal Buildings: 6 ft. on detached side; 0 ft. on attached side
- Side Yard Setback: Accessory Buildings: 2 ft. and must meet building code
- Rear Yard Setback: 10 ft.
- Maximum lot coverage of principal and accessory buildings: Corner lot: 55%; Other lots: 50%



WOITH ENGINEERING, INC.
ENGINEERS & SURVEYORS
P.O. BOX 7326, GREAT FALLS, MONTANA 59406

RESOLUTION 9983

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE NORTHVIEW ADDITION, PHASE 8, LOCATED IN THE SE1/4 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA, IN ACCORDANCE WITH THE PROVISION OF SECTION 7-2-4601, MONTANA CODE ANNOTATED; ALL AS SHOWN ON THE MAP ATTACHED HERETO MARKED ATTACHMENT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

* * * * *

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, certain tracts or parcels of land situated in the County of Cascade, State of Montana, and described as follows:

Northview Addition, Phase 8, located in the SE1/4 of Section 25, Township 21 North, Range 3 East, Cascade County, Montana, and containing ±2.652 acres,

all as shown on the map attached hereto marked Attachment "A" and by this reference made a part hereof and according to the final plat of Northview Addition, Phase 8; 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 owner of the hereinabove described property has submitted a petition to have said property annexed to the City of Great Falls.

NOW, THEREFORE, 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 law and constitution of the State of Montana, and all conditions, acts, and things required to be done 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 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: "NORTHVIEW ADDITION, PHASE 8, LOCATED IN THE SE1/4 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA."

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

That the Cascade County Clerk and Recorder is hereby authorized and directed to change the appropriate district 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 7th day of August, 2012.

Michael J. Winters, Mayor

ATTEST:

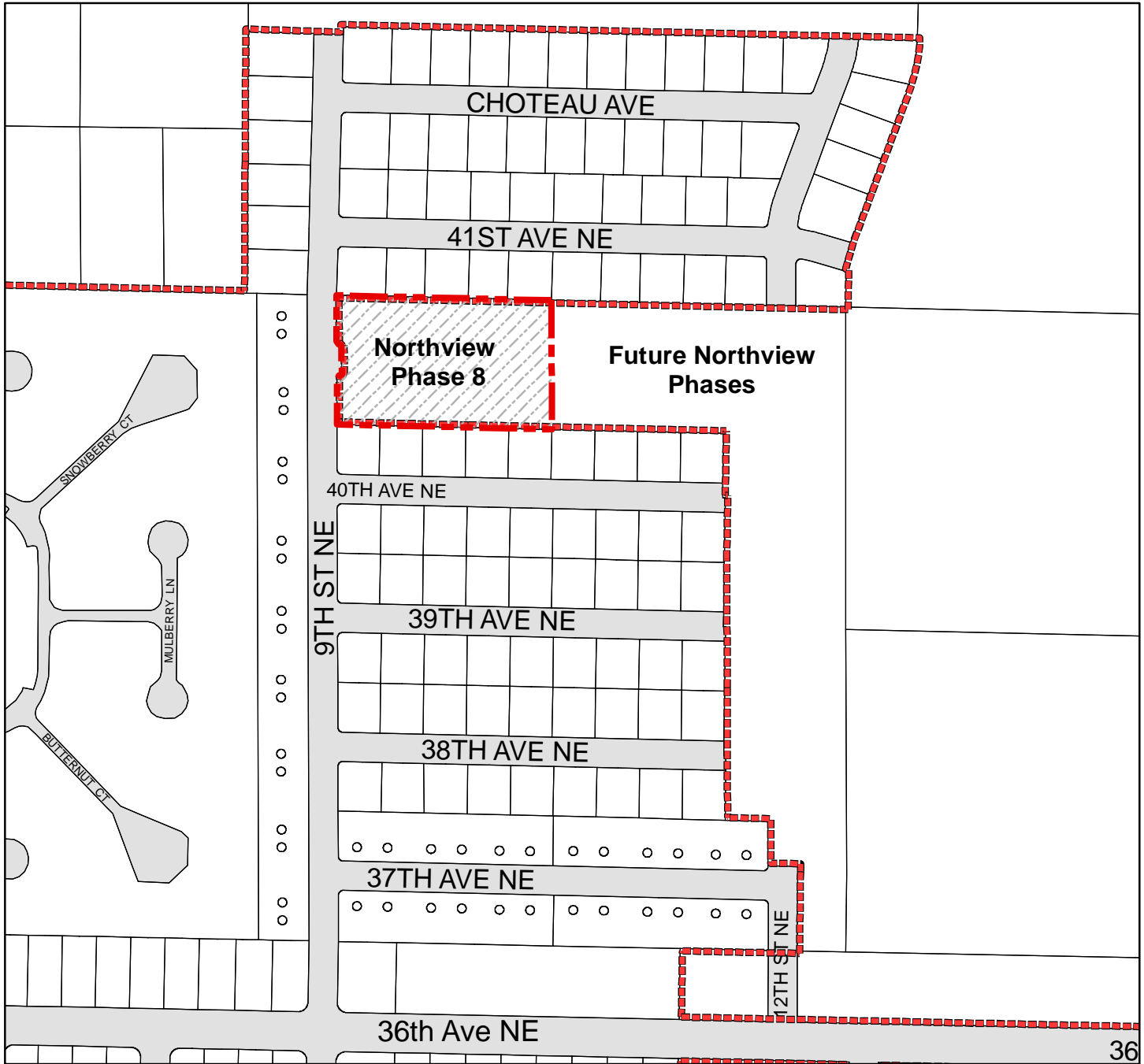
Lisa Kunz, City Clerk


(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:


James W. Santoro, City Attorney

Attachment A Resolution 9983



 Northview Phase 8 being Annexed by Resolution 9983

 City Limits

 Tracts of Land

230 115 0 230 Feet



Northview Phase 8

FINDINGS OF FACT
FOR FINAL PLAT OF NORTHVIEW ADDITION PHASE 8, A SUBDIVISION LOCATED WITHIN
SE ¼, SECTION 25, T21N, R3E, P.M.MT, CASCADE COUNTY, MONTANA
(PREPARED IN RESPONSE TO 76-3-608(3)MCA)

PRIMARY REVIEW CRITERIA

Effect on Agriculture: Utilization of the subdivision site for dry land crop production has diminished due to its proximity to urban residential development. The subdivision will not interfere with any irrigation system or present any interference with agricultural operations in the vicinity.

Effect on Local Services: The subdivision will connect to City water and sewer mains. The developer will pay the cost of extending the utility mains. The City should not experience an appreciable increase in maintenance and operating costs. The occupants of homes and condos within the subdivision will pay regular water and sewer charges.

The subdivision will receive law enforcement and fire protection service from the City of Great Falls. The nearest fire station is ±3.2 miles from the subdivision site. Providing these services to the condominiums in the subdivision is expected to be a negligible cost to the City. Increased tax revenues from improved properties will likely cover any increased costs.

Public streets will be extended into the subdivision to serve the proposed residential units, but the subdivision will have a negligible impact on the cost of road maintenance. The developer will have responsibility to install curb, gutter and paving in the roadways within the subdivision. The developer will also incur an obligation of escrowing the cost of City roadway section and 8-inch water main in the future 12th Street Northeast to 36th Avenue Northeast, across Mark 14E1, Section 36, Township 21 North, Range 3 East.

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. Any excess surface runoff will flow northwesterly ultimately to private retention ponds that the developer has paid a proportionate share of the design and construction.

Effect on Wildlife and Wildlife Habitat: The subdivision is located adjacent to an area containing urbanized development. The subdivision is not in an area of significant 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-pressure gas lines, high traffic volumes, or mining activity. The subdivision does border an open field which contains a single radio transmitting tower that exceeds 500-feet in height.

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 is to provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots of the Final Plat.

LEGAL AND PHYSICAL ACCESS

Legal and physical access to the subdivision is provided by the abutting 9th Street Northeast, which is public right-of-way maintained by the City of Great Falls. Within each phase, right-of-way will be dedicated and improved to provide access to each lot being created.

**ANNEXATION AGREEMENT FOR
NORTHVIEW ADDITION, PHASE 8
IN SECTION 25,
TOWNSHIP 21 NORTH, RANGE 3 EAST,
CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this _____ day of _____, 2012, between JIM WORKMAN CONSTRUCTION CO., 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 to the corporate limits of City, of NORTHVIEW ADDITION, PHASE 8, in Section 25, Township 21 North, Range 3 East, Cascade County, Montana, hereinafter referred to as “Subdivision.”

2. PRIOR ACTIONS

- A. The Preliminary Plat of Northview Addition, Phases 2-7, including Phase 8, prepared by Woith Engineering, was conditionally approved by City on February 6, 2007.
- B. City Commission approved the agreement dated February 2, 2010, providing for the extension of the approval of the Preliminary Plat of Northview Addition Phases 2-7, including Phase 8, until February 6, 2015.

3. SUPPORTING DOCUMENTS

- A. Final Plat of Northview Addition, Phase 8, prepared by Woith Engineering, and to be filed of record in the Clerk and Recorder’s Office of Cascade County, Montana.
- B. Final engineering drawings, specifications and cost estimates prepared by Woith Engineering, 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. Final offsite temporary easement documents prepared by Woith Engineering, granting easement to the City of Great Falls perpetual right-of-way easement for construction, access, and maintenance of temporary roadway, cul-de-sac and for the water and sewer

mains located on the remaining portion of property legally described as Mark 5B, Section 25, Township 25 North, Range 3 East, Cascade County.

- D. Legal documents, including articles of incorporation, bylaws and covenants, establishing and outlining responsibilities of the Homeowner's Association, shall be filed in the Clerk and Recorder's Office of Cascade County, Montana.

4. 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 final plat, 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.

5. 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.

6. FEES AND CHARGES

- A. Prior to annexation of Subdivision, Owner shall pay, in addition to the \$300.00 fee for final plat, \$100.00 fee for Annexation Application, \$200.00 fee for Annexation Agreement, and \$100.00 fee for Resolution, which have been paid, pay the following fees as provided by City policy and resolution;
 - a. Storm Sewer Fee (\$250/acre x 2.652 acres) \$ 663.00
 - b. Park Fee in Lieu of Land Dedication \$ 1,750.32
(2.652 x 11% x \$6,000/acre)
 - c. Proportionate share of cost for:
 - Future Regional Storm Water Detention Pond \$ 11,519.41
(\$4,343.67/acre x 2.652 acres)
 - d. 12th Street Northeast Extension (\$793.65 per acre) \$ 2,104.75
(\$540.46/acre for Street x 2.652 acres)
(\$253.19/acre for Water Main x 2.652 acres)
 - e. Recording fees for Agreement and

<u>Resolution (\$11 per page x 11 pages)</u>	\$ 121.00
Total fees made payable to City of Great Falls	\$ 16,158.48

- 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.

7. OFF-SITE IMPROVEMENTS

Owner shall pay the full cost of the equivalent eight-inch (8”) water main and standard City roadway section to be installed in the extension of 12th Street Northeast to 36th Avenue Northeast, across Tract 3, Certificate of Survey #4706, Section 36, Township 21 North, Range 3 East. Subdivision proportionate share of the cost of said public improvement is estimated in Item 6.A.d 12th Street Northeast Extension above. At such time the actual cost of the above referenced roadway and remaining water main is definitely determined, an amount equal to said costs shall be transferred from the above referenced account to City. Upon said transfer, any remaining balance in the above referenced account shall be released to Owner.

8. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer and water main improvements, street paving, conduit for public roadway lighting facilities, curb, gutter, pavement and traffic control and signage to serve Subdivision, according to plans referenced in Paragraph 3.B above and filed in the City Engineer’s office and in accordance with standards of City.

9. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

Building permits for lots in Subdivision shall not be issued until the contracts for installation of the public improvements have been executed. Owner acknowledges that City will not permit the occupancy of any residential structure in Subdivision until street improvements and water and sanitary sewer mains within Subdivision have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City.

10. DESIGN REVIEW BOARD

Owner hereby agrees that development within Subdivision shall be in accordance with the site and structure plans, including landscaping and fencing or other such improvements approved by the Design Review Board on January 22, 2007.

11. SOIL AND/OR GROUNDWATER CONDITIONS

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, 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 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, 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.

12. MAINTENANCE DISTRICTS

Owner hereby agrees to waive its right to protest 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 lots in Subdivision.

13. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive its right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements that 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 drainage sub-basin of which Subdivision is a part.

14. PUBLIC ROADWAY LIGHTING

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

15. SIDEWALKS

It is hereby agreed that the following exception to the strict adherence of Subdivision requirements will be permitted: sidewalks serving and abutting any lot in Subdivision shall be installed as a condition of final occupancy by the then lot owner within six (6) months (allowing for unfavorable weather conditions only) of occupancy. It is understood that the above provision regarding sidewalks shall not preclude City from exercising its authority provided by Chapter 12.28, Municipal Code of the City of Great Falls pertaining to sidewalks.

16. WAIVER OF PROTEST OF ANNEXATION

Owner hereby agrees to waive any and all statutory procedure notice on right of protest to annexation of Subdivision, as provided for by State law.

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

- A. After the public utilities, drainage and street improvements described in Paragraph 3.B. 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.
- B. Installation of the public utilities and street improvements described in Paragraph 3.B hereof, shall be subject to City’s infrastructure inspection policy in place at the time of installation.

18. ANNEXATION PREREQUISITES

Subdivision is contiguous to City; is not included within the boundary of any other incorporated municipality; and is not a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated. Subdivision, upon annexation to City, will be provided fire protection services by City comparable to that provided incorporated properties.

19. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the final plat of Subdivision and will approve the property contained within the boundaries of Subdivision 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 district. It is hereby understood that this does not preclude City from reclassifying Subdivision if an area wide reclassification is undertaken, in which event City agrees to reclassify said Subdivision as a conforming use.

20. ADHERENCE TO SITE PLAN

Owner hereby agrees that development upon lots within Subdivision shall be substantially in accordance with the Site Plan attached to the zoning Ordinance approved in conjunction with said Subdivision and applicable City Codes, and the terms and conditions contained in this Agreement.

21. 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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT:

James W. Santoro, City Attorney

JIM WORKMAN CONSTRUCTION CO.
A Corporation of the State of Montana

Jim Workman, President

State of Montana)

:ss.

County of Cascade)

On this _____ day of _____, in the year Two Thousand and Twelve, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jim Workman, known to me to be 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.

Notary Public for the State of Montana

(NOTARIAL SEAL)

Notary Public for the State of Montana (Printed)
Residing at _____
My commission Expires _____, 20____

JIM WORKMAN CONSTRUCTION CO.
A Corporation of the State of Montana

Kathleen Workman, Secretary

State of Montana)

:ss.

County of Cascade)

On this _____ day of _____, in the year Two Thousand and Twelve, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Kathleen Workman, known to me to be 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.

Notary Public for the State of Montana

(NOTARIAL SEAL)

Notary Public for the State of Montana (Printed)
Residing at _____
My commission Expires _____, 20 _____



GREAT FALLS FIRE RESCUE

105 9th Street South
Great Falls, MT 59401

Phone: 406-727-8070
Fax: 406-454-2454

May 31, 2012

To: Planning Director Mike Haynes

From: Fire Marshal Doug Bennyhoff

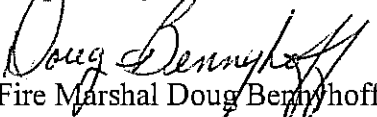
Re: North View Phase 8 and 9

Thank you for the opportunity of reviewing the proposed development. While the Fire Department is generally in support of economic development projects, we feel it's important to go on the record with our public safety concerns. Based on the location of this project in relation to current fire station distribution, it is important the project developers and prospective occupants have a clear understanding of the fire department service delivery. Due to the distance of the proposed development to the closest city fire station, we have determined the travel time to be approximately 6 minutes or greater. This emergency response travel time is calculated by using a generally accepted emergency response 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 distances and the corresponding travel time, the fire department is concerned with meeting the community's emergency performance outcomes.

Respectfully submitted,


Fire Marshal Doug Bennyhoff