



Item: Public Hearing – Resolution 10092 to Annex and Ordinance 3126 to assign City zoning classification of PUD, Planned Unit Development, to Northview Addition, Phase 9, legally described as SE ¼ Section 25, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana, located at Northview Avenue and 12th Street NE.

From: Garrett Norman, Planner I, Planning and Community Development

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

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

Action Requested: City Commission adopt Resolution 10092, Ordinance 3126, approve Final Plat, PUD site plan amendment, and Annexation Agreement all pertaining to Northview Addition, Phase 9.

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) Resolution 10092 and (approve/disapprove) the Annexation Agreement pertaining to Northview Addition, Phase 9.”

2. Commissioner moves:

“I move that the City Commission (adopt/deny) Ordinance 3126 and (approve/disapprove) the Final Plat including PUD site plan amendments.”

3. Mayor calls for a second, discussion, and calls the vote.

Recommendation: At the conclusion of a public hearing held on September 23, 2014, the Planning Advisory Board/Zoning Commission recommended the City Commission approve the annexation, Final Plat, and amendment to the originally approved Planned Unit Development (PUD) site plan for Northview Addition, Phase 9, subject to the accompanying Findings of Fact, and fulfillment of the following Conditions of Approval:

1. The Final Plat of Northview Addition, Phase 9, shall incorporate correction of any errors or omissions noted by staff, including provision of a notification clause to purchasers regarding soil conditions.
2. 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 public water and sewer improvements by September, 2015, based on conditions of approval from Montana Department of Environmental Quality in 2012;
 - b) install all other public improvements in accordance with the approved civil plans in 2012 for Northview Addition, Phase 8 and 9;
 - c) to indemnify and hold City harmless for any damages that may be sustained as a result of adverse soil and/or groundwater conditions;
 - d) to adhere to the attached PUD site plan in conjunction with the development of Phase 9;
 - e) pay all applicable fees owed as a condition of annexation, as determined in annexation agreement.
3. Applicant shall work with the City's addressing department to establish a new address for the proposed residences.
4. 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.

Public Notice for the City Commission Public Hearing was published in the *Great Falls Tribune* on November 30, 2014.

Background

During a meeting held on February 6, 2007, the City Commission conditionally approved the Preliminary Plat of Northview Addition, as recommended by the Planning Advisory Board. Northview Addition, Phase 9, is a portion of the Preliminary Plat. The developer is requesting approval of the annexation, Final Plat, and amendment to the previously approved PUD site plan, for Northview Addition, Phase 9. The major subdivision of the Final Plat consists of 12 single-family residential lots that are $\pm 7,500$ square feet each. Similar to Northview Addition, Phase 8, the developer is creating townhouse units.

Final Plat Request

The Final Plat consists of ± 2.652 acres, which is proposed to be subdivided into 12 lots to accommodate 12 townhouse units. The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, final 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 Montana Code Annotated (MCA). The governing body shall issue written Findings of Fact that address the criteria of 76-3-608(3) MCA, which are attached to this report.

Annexation Request

The developer is requesting annexation of ± 2.652 acres from Cascade County into the City of Great Falls. The developer shall comply with all of the stipulated conditions that were part of the Preliminary Plat approved by the City Commission on February 6, 2007.

Rezone Request

Subject to approval of the Final Plat and annexation of Northview Addition, Phase 9, the property shall be zoned as set forth in the Preliminary Plat. The proposed City of Great Falls zoning classification is PUD. There are portions of the Northview Addition subdivision that are developed with single-family units and portions that are developed with townhouse units. These two uses are traditionally permitted in different zoning districts, but by using the PUD zoning district, a mix of residential uses can be established within close proximity to one another.

The developer is proposing an amendment to the Preliminary Plat and original PUD site plan for Phase 9 because the previously approved Preliminary Plat and site plan called for townhouse units on the north side of Northview Avenue and detached single-family units to the south. The amended site plan requests townhouse units on both sides of Northview Avenue. The proposed amendments to the PUD site plan are consistent with the overall intent and purpose of the previously approved Preliminary Plat and PUD site plan. The developer has submitted the revised PUD site plan to be adopted, which is Attachment A of Ordinance 3126.

Montana Code Annotated 76-3-615 allows consideration of new information by the governing body related to a proposed subdivision. Typically, the Planning Advisory Board/Zoning Commission would not hold a public hearing on final plat recommendations for a subdivision; however, in this case, being there is new information, staff determined it would be best to hold a public hearing to describe the PUD amendments, pursuant to the public notice requirements of State Statute, while providing ample opportunity for public comment.

Original PUD site plan development standards:

- Lot size range: 8,953 to 8,978 square feet
- Minimum lot width: 88 feet
- Lot proportion for newly created lots (max depth to width): 1.6:1
- Maximum building height of principal building: 35 feet
- Maximum building height of accessory detached buildings: 24 feet, but may not be higher than the uppermost elevation of the principal building.
- Front Yard Setback: 25 feet
- Side Yard Setback: Principal building and accessory buildings: 6 feet each side
- Rear Yard Setback: 10 feet
- Maximum lot coverage of principal and accessory buildings: Corner lot: 55%; Other lots: 50%
- Density: 3.7 dwelling units per acre

Proposed PUD site plan development standards:

- Lot size range: 7,446 to 7,675 square feet
- Minimum lot width: 73 feet
- Lot proportion for newly created lots (max depth to width): 1.25:1
- Maximum building height of principal building: 35 feet
- Maximum building height of accessory detached buildings: 24 feet, but may not be higher than the uppermost elevation of the principal building.

- Front Yard Setback: 25 feet and 30 feet
- Side Yard Setback of Principal Buildings: 11 feet and 9.5 feet on detached side; 0 feet on attached side; 12.11 feet on corner lots
- Rear Yard Setback: 26 feet and 31 feet for lots north of Northview Avenue; 28 feet and 33 feet for lots south of Northview Avenue.
- Maximum lot coverage of principal and accessory buildings: Corner lot: 55%; Other lots: 50%
- Creation of townhouse units in lieu of detached single-family units on the southern side of Northview Avenue.
- Density: 4.5 dwelling units per acre

Improvements

Roadways

Phase 9 of Northview Addition will include extension of Northview Avenue to the east, connecting to 12th Street NE. The extension of 12th Street NE to 36th Avenue NE is also part of the Northview Addition subdivision and was advertised for bid on September 26, 2014. The contract was awarded by the City Commission on October 7, 2014. The 12th Street NE roadway improvements are expected to be complete by Spring, 2015. Both roadways will be improved to City standards with paving, curb, and gutter.

Utilities

City water main (8") will be extended from the stubbed lines from Phase 8 on Northview Avenue. As with previous phases, escrow monies for the one-half block roadway and water extension of 12th Street NE to 36th Avenue NE will apply. Sewer mains were installed during Phase 10. Easements will be provided within the plat for the installation of private utilities.

Stormwater Management

Based on land contours, the area generally slopes to the north. The City Engineer's Office has had a regional stormwater detention master plan designed to serve this and future development in the area. As each development is annexed, the developer is required to pay the estimated proportionate share for the construction of the public system.

Park Land

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

Consistency with 2013 City of Great Falls Growth Policy Update

The proposed development is compatible with the 2013 Growth Policy, as it implements specific Goals and Policies contained within related plan elements, and is also consistent with general themes and principles found in the document.

Soc 1.4.13 - Protect the character, livability and affordability of exiting neighborhoods by ensuring infill development is compatible with existing neighborhoods.

The proposed development is compatible with the original Northview Addition master plan and the surrounding neighborhood.

Phy 4.7.6 - Encourage new development in areas contiguous to existing development in the City, where capacity exists or can be planned for.

The subject property is contiguous with City limits and the proposed annexation is a logical and efficient extension of the City's boundaries and service areas. Additional 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.

Neighborhood Council Input

The subject property is located in Neighborhood Council #3. Patty Cadwell, Neighborhood Council Coordinator, itemized the project on the Council's September 4, 2014 agenda. The Council did not take a stand on the subject property, but had questions regarding the eastward extension of 40th Avenue NE to Bootlegger Trail. The 40th Avenue NE extension to Bootlegger Trail will be reviewed for connection at the time a proposal for the neighboring property to the east is submitted.

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.

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 actions to the extent allowed in City Code and State Statute.

Attachments: Resolution 10092 with Attachment A
Annexation Agreement
Ordinance 3126 with Attachment A
Findings of Fact
Aerial Map
Zoning Map
Draft Final Plat

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Patty Cadwell, Neighborhood Council Coordinator
Susan Conell, Cascade County Planning Director, sconell@cascadecountymt.gov
Jim Workman, Jim Workman Construction Co.; 4901 2nd Ave N. Great Falls, MT 59406
Spencer Woith, Project Representative, Spencer@woitheng.com

RESOLUTION 10092

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 9, 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 9, 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 9; 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 9, 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 16th day of December, 2014.

Michael J. Winters, Mayor

ATTEST:

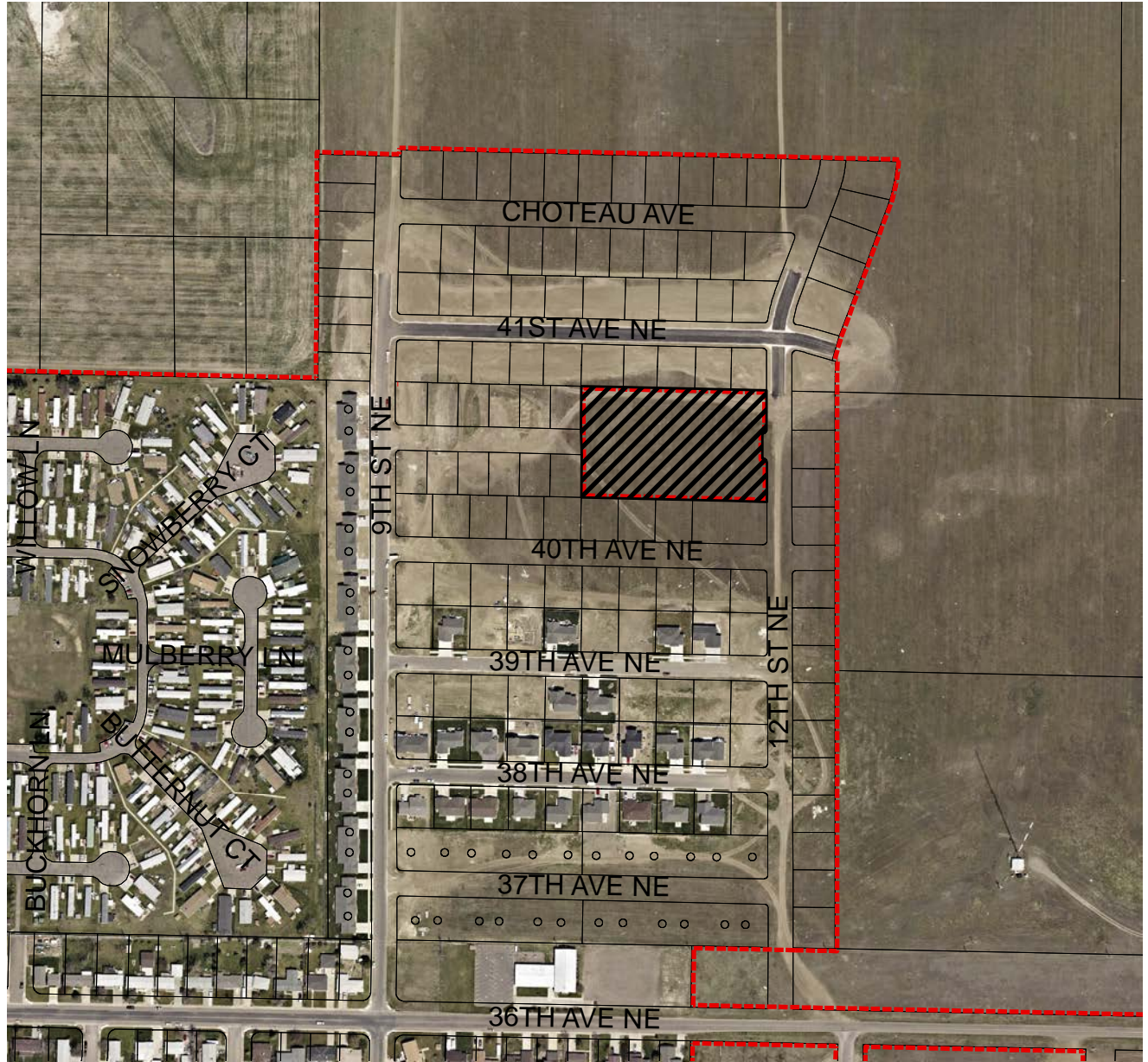
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Attachment A Resolution 10092



Northview Addition, Phase 9, being Annexed by Resolution 10092

----- City Limits



Parcels

0 120 240 480 720 960 Feet



**ANNEXATION AGREEMENT FOR
NORTHVIEW ADDITION, PHASE 9
IN THE SE 1/4, SECTION 25,
TOWNSHIP 21 NORTH, RANGE 3 EAST, P.M.M.,
CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this _____ day of _____, 2014, 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 9, in the SE 1/4, Section 25, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subdivision”. The City is authorized to enter into this agreement by 17.68.010-040 of the Official Code of the City of Great Falls.

2. PRIOR ACTIONS

- A. The Preliminary Plat of Northview Addition, Phases 2-8, later amended to include Phase 9, 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 2-8, later amended to include Phase 9, until February 6, 2015.

3. SUPPORTING DOCUMENTS

- A. Final Plat of Northview Addition, Phase 9, prepared by Woith Engineering, and to be filed of record in the Clerk and Recorder’s Office of Cascade County, Montana.
- B. Certificate of Survey #4706, filed of record in the Clerk and Recorder’s Office of Cascade County, Montana.
- C. 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.

- 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 Engineer and City 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 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 Public Works Department approval.
- C. Changes during construction shall be made by change order approved by City Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City 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, 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 (2.652 acres x 11% x \$6,000/acre)	\$ 1,750.32
c. Proportionate share of cost for: Future Regional Storm Water Detention Pond (\$4,343.67/acre x 2.652 acres)	\$ 11,519.41
d. 12 th Street Northeast Extension (\$793.65 per acre) (\$540.46/acre for Street x 2.652 acres) (\$253.19/acre for Water Main x 2.652 acres)	\$ 2,104.75
e. Recording fees for Agreement and Resolution (\$7 per page x 10 pages)	\$ 70.00
Total fees made payable to City of Great Falls	\$ 16,107.48

These fees are in addition to the \$2,000.00 fee for establishing City zoning, \$500.00 fee for Annexation, and \$1,800.00 (\$1,500 + \$25/lot times 12 lots) for the Final Plat which have been paid prior to this Annexation Agreement.

- 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 proportionate share 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 Paragraph 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. Upon payment of this fee, all monies have been paid for said off-site improvements, as Phase 9 is the final phase of Northview Addition.

8. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of 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.C above and filed in the City Engineer's office and in accordance with standards of City. Sanitary sewer improvements were installed in conjunction with Northview Addition, Phase 10.

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 of the Official 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.C. 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.C 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:

Sara R. Sexe, City Attorney

OWNER
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 Fourteen, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Jim Workman, 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.

Notary Public for the State of Montana

(NOTARIAL SEAL)

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

OWNER
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 Fourteen, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Kathleen Workman, 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.

Notary Public for the State of Montana

(NOTARIAL SEAL)

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

ORDINANCE 3126

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS ASSIGNING A ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT, TO NORTHVIEW ADDITION, PHASE 9, IN THE SE ¼ 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 9, consisting of ±2.652 acres, located in the SE ¼ 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 9, be assigned a zoning classification of PUD, Planned Unit Development, upon annexation to the City; and,

WHEREAS, notice of assigning said zoning classifications to Northview Addition, Phase 9, was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 16th day of December, 2014, 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 RESOLVED 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 Land Development Code of the City of Great Falls.

Section 2. That the zoning classification of Northview Addition, Phase 9, be designated as PUD, Planned Unit Development, 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 9, into the corporate limits of the City of Great Falls, Montana, whichever event shall occur later.

APPROVED by the City Commission of the City of Great Falls, Montana on first reading November 18, 2014.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading December 16, 2014.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara Saxe, City Attorney

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

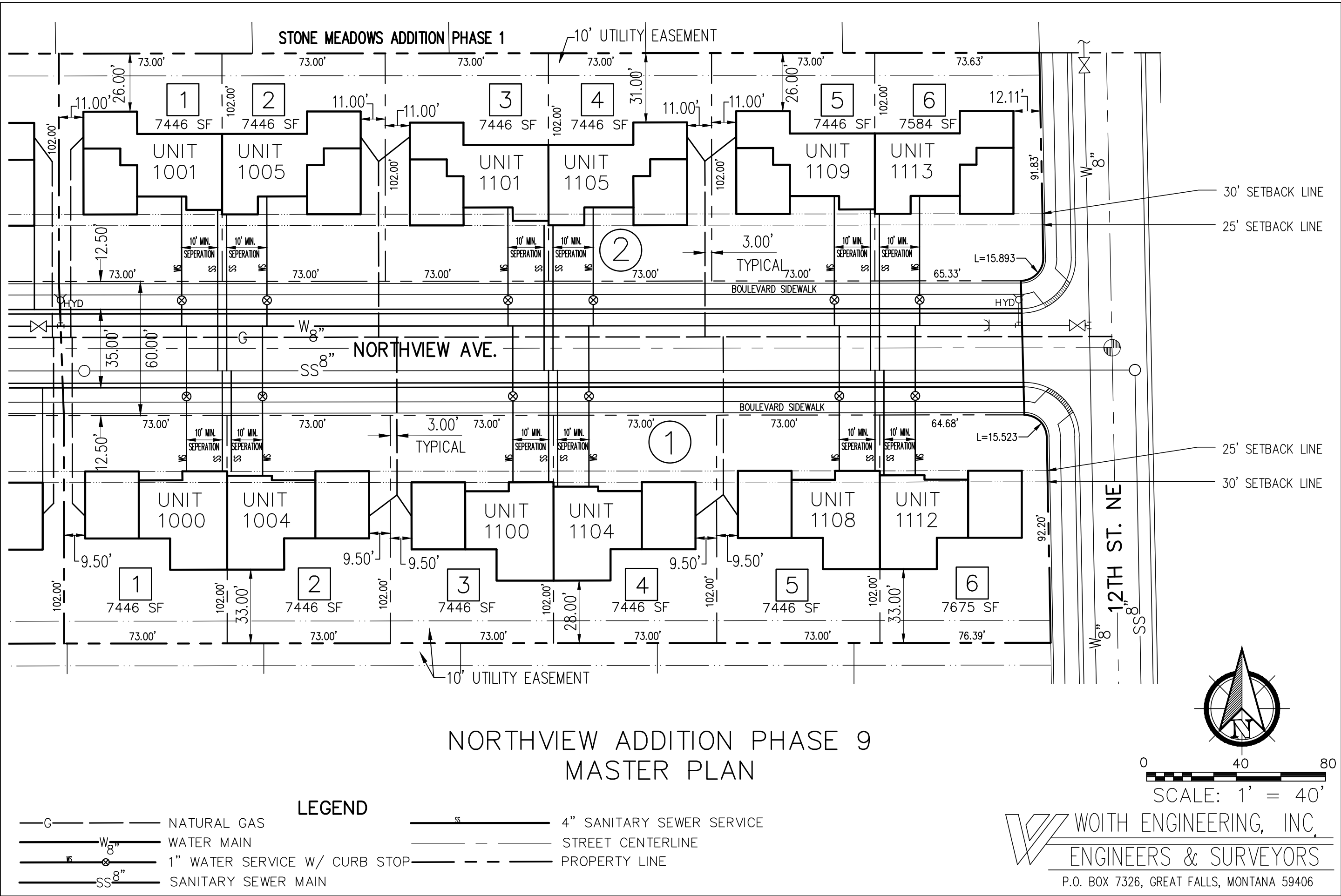
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3126 in three conspicuous places within the limits of said City to-wit:

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 3126



FINDINGS OF FACT

Northview Addition, Phase 9, SE ¼ Section 25, Township 21 North, Range 3 East, P.M.M.,
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 the residences 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 residences 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.

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 to private detention ponds.

Effect on Wildlife and Wildlife Habitat: The subdivision is surrounded by 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.

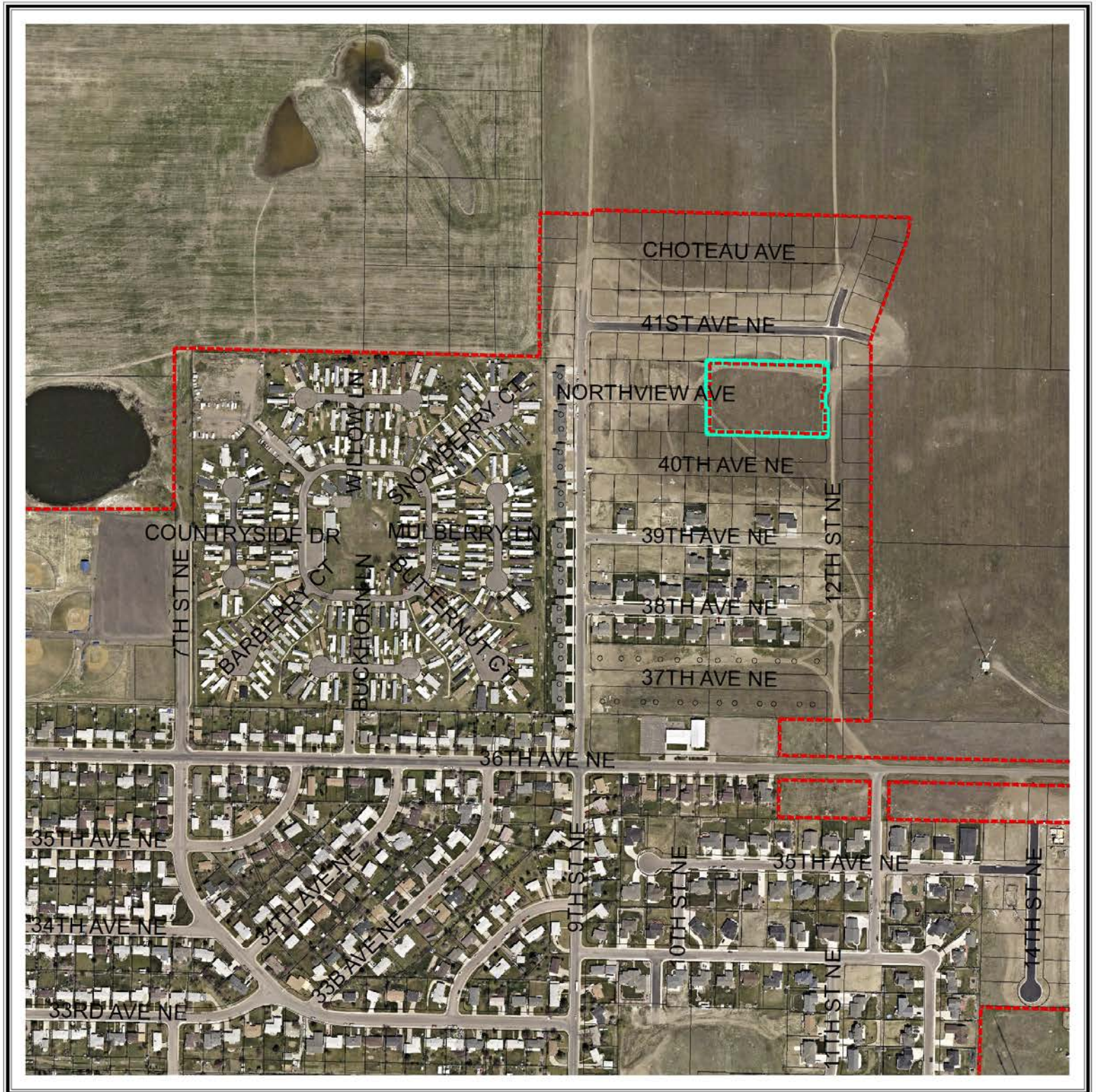
EASEMENT FOR UTILITIES

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 12th Street Northeast and 9th Street Northeast, which are public right-of-ways maintained by the City of Great Falls. Upon completion of Phase 9, all adjoining right-of-ways will be dedicated and improved to provide access to each lot being created.

Aerial Map

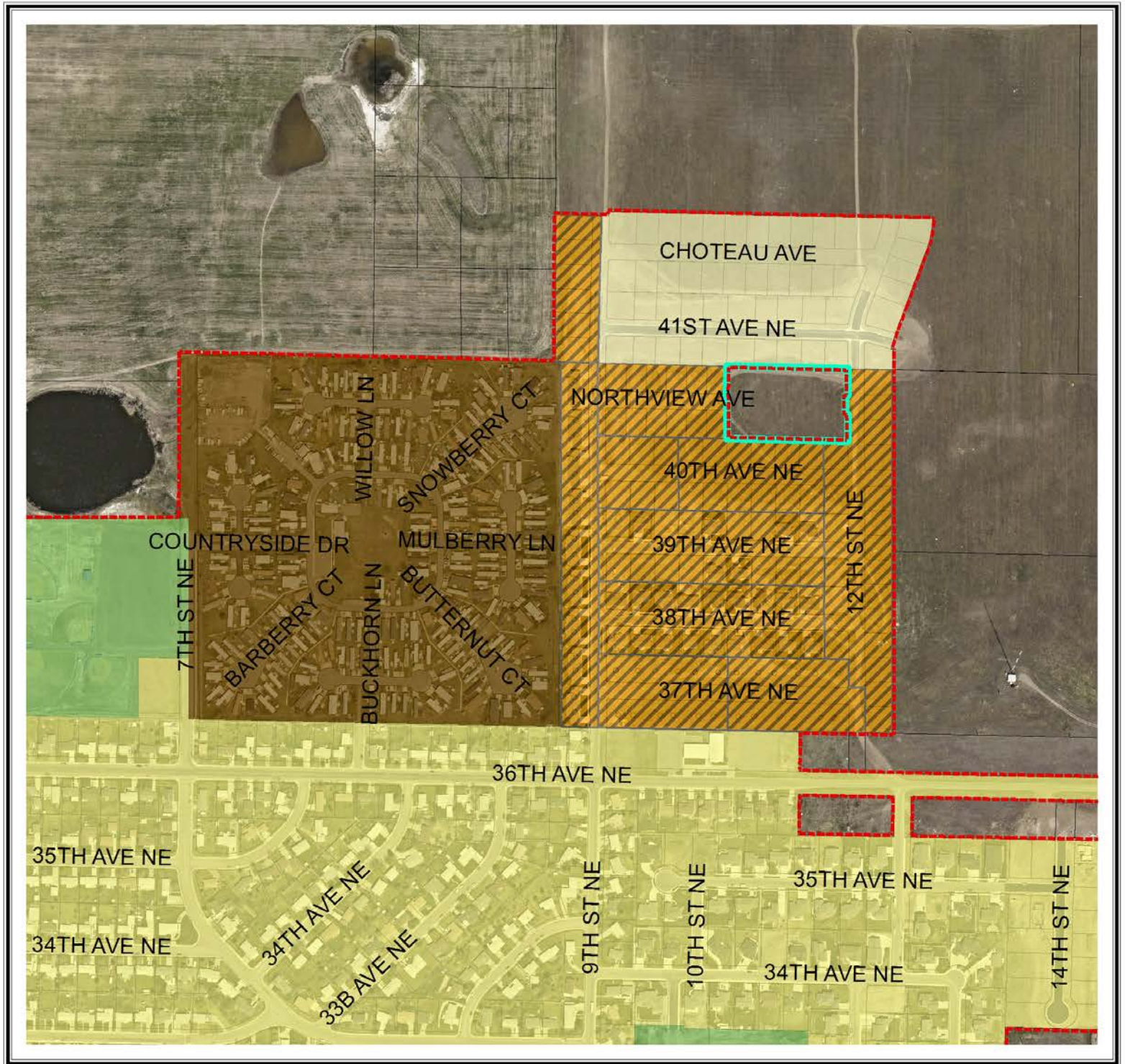


- City Limits
- Parcels
- Subject Property



0 210 420 840 1,260 1,680 Feet

Zoning Map

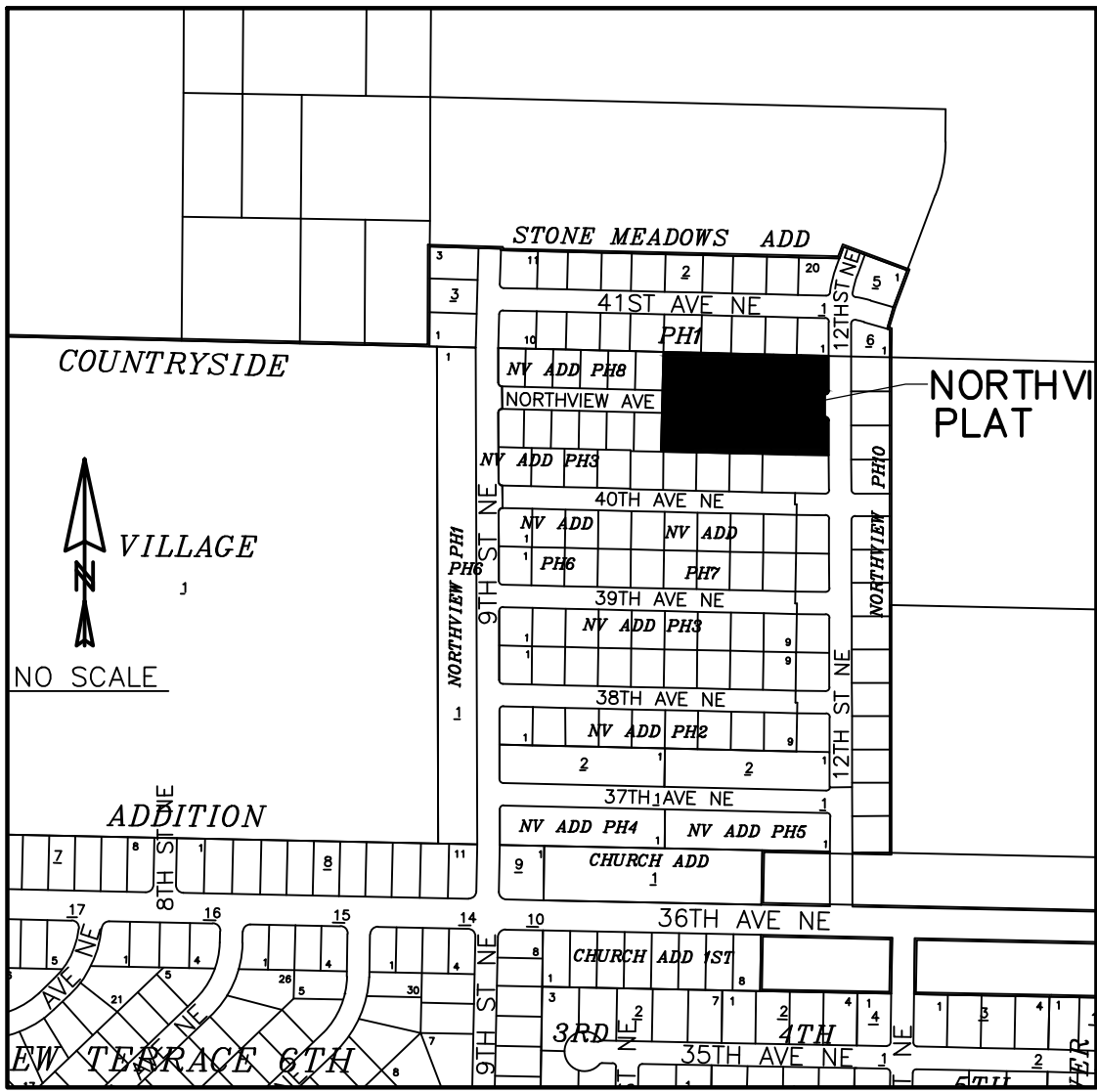


- | | |
|---|---|
| ---- City Limits | R-10 Mobile Home Park |
| Parcels | PUD Planned Unit Development |
| Subject Property | POS Parks and Open Space |
| R-2 Single-family Medium Density | U Unincorporated Enclave |
| R-3 Single-family High Density | |



0 210 420 840 1,260 1,680 Feet

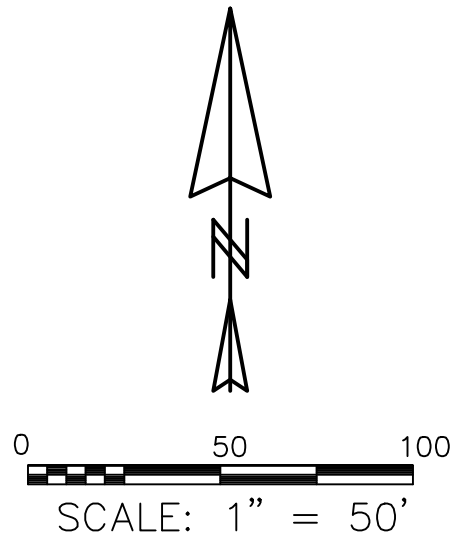
PLAT OF
NORTHVIEW ADDITION — PHASE 9
TO THE CITY OF GREAT FALLS
A SUBDIVISION IN THE SE 1/4, SECTION 25, T21N, R3E,
P.M. MT, CASCADE COUNTY, MONTANA



VICINITY MAP

LEGEND

- SET 5/8"x 24" IRON PIN AND CAP
- FOUND IRON PIN AND CAP
- ⊕ STREET MONUMENT
- ① BLOCK NUMBER
- 1 LOT NUMBER
- P.O.B. POINT OF BEGINNING
- SF SQUARE FEET
- -- -- -- -- ADDITION BOUNDARY
- -- -- -- -- NEW PROPERTY LINES
- -- -- -- -- EXISTING PROPERTY LINES
- -- -- -- -- STREET CENTER LINES
- -- -- -- -- FUTURE DEVELOPMENT
- -- -- -- -- UTILITY EASEMENTS

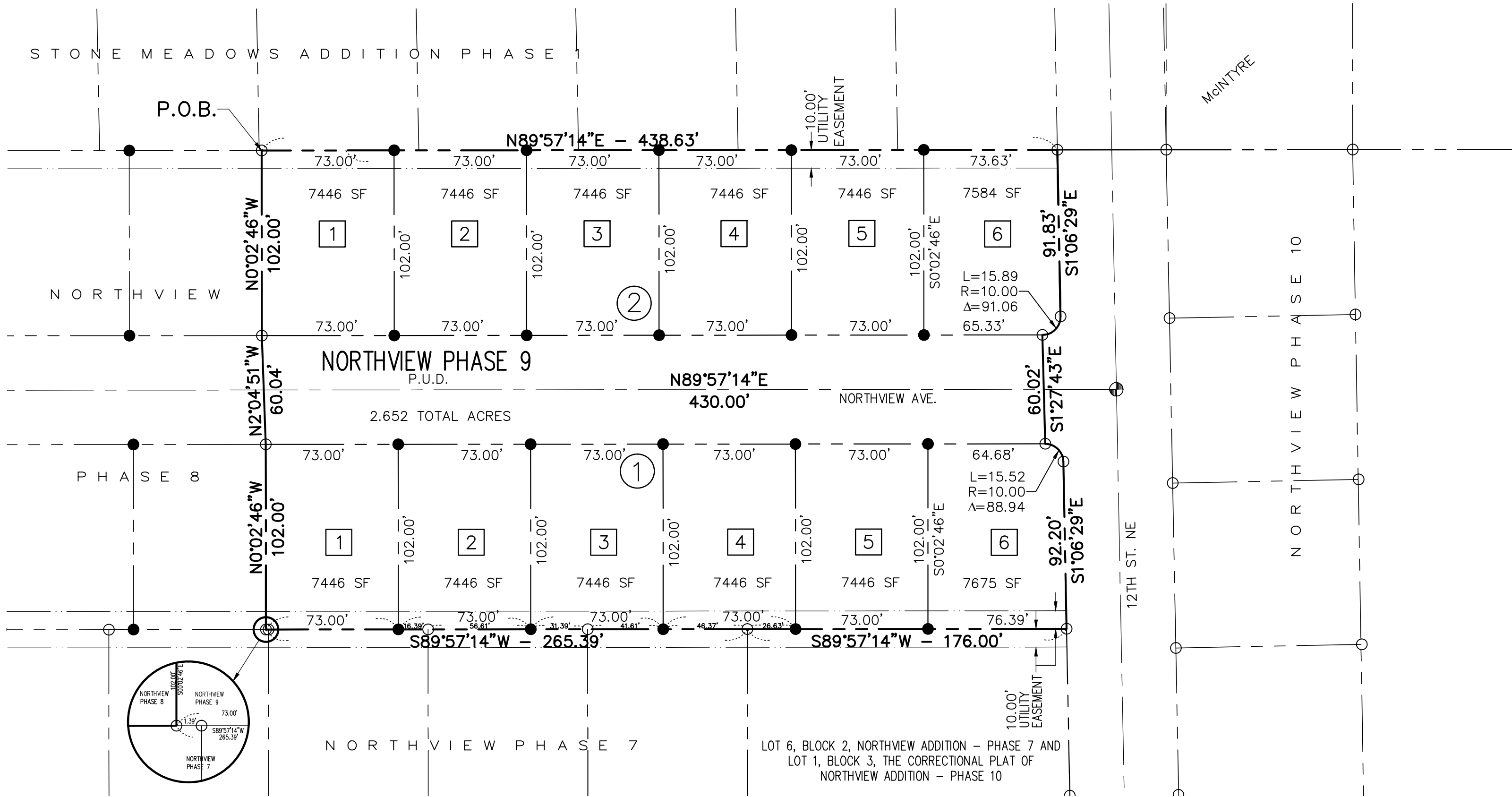


BASIS OF BEARING

BASIS OF BEARING IS TRUE NORTH
BASED ON GEODETIC INVERSES USING
SURVEY GRADE G.P.S. SYSTEM.

AREAS

STREET	25800 SF = 0.592 ACRES
LOTS	89719 SF = 2.060 ACRES
TOTAL AREA	115519 SF = 2.652 ACRES



CERTIFICATE OF DEDICATION

We, the undersigned property owners, do hereby certify that we have caused to be surveyed and platted into lots, blocks, streets and avenues as shown by the attached plat, the tract of land to be known as the PLAT OF NORTHVIEW ADDITION - PHASE 9 to the City of Great Falls, a subdivision in the SE1/4, Section 25, T21N, R3E, P.M. MT, Cascade County, Montana, more fully described as follows:

Beginning at the Northeast corner of Northview Addition Phase 8 to the City of Great Falls as filed in the office of the Clerk and Recorder of Cascade County, Montana; thence N89°57'14"E, 438.63 feet along the north boundary of the SW¼, SE¼, Section 25, T21N, R3E, P.M. MT to a point; thence S01°06'29"E, 91.83 feet along the westerly right-of-way of 12th Street NE to a point; thence southwesterly 15.89 feet along a 10 foot radius, circular curve to the right to a point on the northerly right-of-way of Northview Avenue; thence S1°27'43"E, 60.02 feet to a point on the southerly right-of-way of Northview Avenue; thence southeasterly 15.52 feet along a 10 foot radius, circular curve to the right to a point; thence S1°06'29"E, 92.20 feet along the westerly right-of-way of 12th Street NE to a point; thence S89°57'14"W, 176.00 feet along the northerly boundary of The Amended Plat of Lot 6, Block 2, Northview addition - Phase 7 and Lot 1, Block 3, The Correctional Plat of Northview Addition - Phase 10 as filed in the office of the Clerk and Recorder of Cascade County, Montana; to a point; thence continuing S89°57'14"W, 265.39 feet along the northerly boundary of of Northview Addition Phase 7 to the City of Great Falls as filed in the office of the Clerk and Recorder of Cascade County, Montana to a point; thence N0°02'46"W, 102.00 feet along the easterly boundary of said Northview Addition Phase 8 to a point on the southerly right-of-way of Northview Avenue; thence N2°04'51"W, 60.04 feet to a point on the northerly right-of-way of Northview Avenue; thence N0°02'46"W, 102.00 feet along the easterly boundary of said Northview Addition Phase 8 to the point of beginning. The described tract containing 2.652 acres.

The above described tract of land is to be known and designated as the PLAT OF NORTHVIEW ADDITION - PHASE 9 to the City of Great Falls, Cascade County, Montana, and the land included in all streets and avenues shown on said plat are hereby granted and donated to the use of the public forever.

JIM WORKMAN CONSTRUCTION CO.

JIM WORKMAN, PRESIDENT

KATHLEEN WORKMAN, SEC. / TREAS.

STATE OF MONTANA)

County of Cascade) SS

On this ____ day of _____, 2014, before me, a Notary Public, in and for the State of Montana, personally appeared, JIM WORKMAN & KATHLEEN WORKMAN, known to me to be the President and Sec./ Treas. respectively of the corporation above and are the persons who executed the foregoing Certificate of Dedication 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

CERTIFICATE OF SURVEYOR

I, DALE E. SCHAEFFER, Professional Engineer and Land Surveyor, Montana Reg. No. 5206ES, do hereby certify that in JULY, 2014 I supervised the survey of the tract of land shown on the attached PLAT OF NORTHVIEW ADDITION - PHASE 9 to the City of Great Falls, Cascade County, Montana, as described in the Certificate of Dedication, and that the survey was made in accordance with the provisions of Title 76, Chapter 3, Part 4, MCA.

SEAL

DALE E. SCHAEFFER, P.E.&L.S.
Montana Reg. No. 5206ES

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, R. NATHAN WEISENBURGER, President of the said Great Falls Planning Board, Great Falls, Cascade County, Montana, and CRAIG RAYMOND Secretary of said Great Falls Planning Board, do hereby certify that the accompanying PLAT OF NORTHVIEW ADDITION - PHASE 9 to the City of Great Falls, Cascade County, Montana, has been submitted to the said Great Falls Planning Board for examination by them and was found by them to conform to law and was approved at a meeting held on the ____ day of _____, 2014.

ATTEST:

R. NATHAN WEISENBURGER, President, Great Falls Planning Board

CRAIG RAYMOND, Secretary, Great Falls Planning Board

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 NORTHVIEW ADDITION - PHASE 9 to the City of Great Falls, Cascade County, Montana, and the survey that it represents, and I find the same conforms to the regulations governing the platting of land and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same on this ____ day of _____, 2014.

JIM REARDEN, Public Works Director, City of Great Falls

CERTIFICATE OF CITY COMMISSION

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that this PLAT OF NORTHVIEW ADDITION - PHASE 9 to the City of Great Falls, Cascade County, Montana, was duly examined and approved by the Commission of the City of Great Falls at its regular meeting held on the ____ day of _____, 2014.

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, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, found 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 facilities of the City of Great Falls, Cascade County, Montana, and that this certificate is made pursuant to Section 76-4-124, MCA, thereby permitting the Clerk and Recorder of Cascade County, Montana to record the accompanying plat. Dated this ____ day of _____, 2014.

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

CERTIFICATE ACCEPTING A CASH DONATION IN LIEU OF PARK DEDICATION

I, GREGORY T. DOYON, City Manager of the City of Great Falls, Cascade County, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, made the following order at a regular meeting held on the 7th day of August, 2012, to-wit: "The City Commission found no necessity due to the size and location of the proposed residential subdivision for the setting aside or dedication of any park or playground within the platted area of the PLAT OF NORTHVIEW ADDITION - PHASE 9 to the City of Great Falls, Cascade County, Montana. It is hereby ordered by the Commission of the City of Great Falls, Cascade County, Montana, that a cash donation in the sum of \$1750.32 be accepted for the park fund in lieu of the land that would have been dedicated if a dedication were made, in accordance with Section 76-3-621(4), MCA". Dated this ____ day of _____, 2014.

GREGORY T. DOYON, 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 NORTHVIEW ADDITION - PHASE 9 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 _____, 2014.

JAMIE BAILEY, Cascade County Treasurer