



Item: Ordinance 3133 - assigning R-3 Single-family high density zoning, and Preliminary Plat approval of West Ridge Phase VII - XI, legally described as Peretti Addition Tract 2, located in the SE¼ Section 26, Township 21 North, Range 3 East, Cascade County, Montana

From: Galen Amy, Planner II, Planning and Community Development

Initiated By: S & L Development, Owner and Developer

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

Action Requested: City Commission approve Ordinance 3133 on first reading and set a public hearing for August 18, 2015, and approve the Preliminary Plat of West Ridge Phase VII - XI and accompanying Findings of Fact.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) Ordinance 3133 on first reading and set a public hearing for August 18, 2015.”

and;

“I move that the City Commission (approve/deny) the Preliminary Plat of West Ridge Phase VII - XI and the accompanying Findings of Fact subject to fulfillment of conditions stipulated by the Planning Advisory Board.”

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

Recommendation: At the conclusion of a public hearing held on June 9, 2015, the Planning Advisory Board recommended the City Commission approve the Preliminary Plat of West Ridge Phase VII - XI, legally described above, and the Zoning Commission approved assigning a zoning classification of R-3 Single-family high density district upon annexation to the City. The Planning Advisory Board also recommended annexation of the subject property, all subject to fulfillment of the following Conditions of Approval:

1. The Final Plat of the West Ridge Addition phases shall incorporate correction of any errors or omissions noted by staff.
2. The final engineering drawings, specifications and cost estimates for public improvements for the West Ridge Addition phases shall be submitted to the City Public Works Department for review and approval, prior to consideration of the Final Plat of any West

Ridge Addition phase.

3. An Improvement Agreement shall be executed and filed containing terms and conditions for annexation of the Final Plat phases, including, but not limited to, agreement by Owner to:
 - a) install, within three years of the date of annexation, the public improvements referenced in Condition 2 above;
 - b) indemnify and hold the City harmless for any damages that may be sustained as a result of adverse soil and/or groundwater conditions;
 - c) Provide temporary storm water management facilities until such time as the final detention area that will serve the subject property is secured and construct all of the storm water conveyance improvement to drain the site to the future onsite detention pond, whether they be surface conveyance and/or inlets and pipe;
 - d) reimburse the City its proportionate share of the cost of installing a new lift station and force mains to serve the property;
 - e) pay its proportionate share of the cost of an area storm water master plan;
 - f) pay its proportionate share of a North Great Falls transportation study;
 - g) pay all applicable fees owed as a condition of annexation, as determined in Improvement Agreement.

The notice of public hearing was published in the *Great Falls Tribune* on May 24, 2015, prior to the Planning Advisory Board/Zoning Commission public hearing. To date, Staff has received 3 phone calls from residents with general questions about the proposed development.

Background:

Part of the single-family residential development immediately south of the subject property is still under construction, and is part of West Ridge Phase VI, which was approved by the City Commission on September 3, 2013. The developer has been working in the area since West Ridge Phase I was approved in 2003, and has contributed to a large portion of the now established residential neighborhood with all of the lots on the west side of 2nd Street Northeast from 32nd Avenue Northeast to 40th Avenue Northeast consisting of West Ridge Phases I-VI, with the exception of Phase II, which is located on the east side of 2nd Street Northeast between 35th Avenue Northeast and 36th Avenue Northeast.

This is a steady growth area for the City of Great Falls and with new jobs being created with some large scale new businesses, such as ADF International Inc., there has been a continued need for traditional style single-family housing stock. For additional information, please refer to the attachments.

Preliminary Plat Request

The Owner is requesting a preliminary plat of the subject property, which would subdivide the property into 171 single-family residential lots and dedication of all public right-of-ways. The subject property is ±58.749 acres so the proposed subdivision would create a density of 2.91 dwelling units per acre. The lot sizes range from ±9,902.86 square feet and ±11,867.22 square feet, which is similar to the adjacent neighborhood to the south. The applicant submitted a Draft Preliminary Plat (attached), which shows the layout for the proposed subdivision.

The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrate that

development of the proposed subdivision meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608 (3) MCA.

Annexation Request

In conjunction with the Preliminary Plat and establishment of City zoning, the developer is requesting annexation of ±58.749 acres from Cascade County into the City of Great Falls. The Preliminary Plat creates 171 residential lots and all public right-of-ways. There are 5 phases proposed, Phases VII - XI, which will be final platted over a number of years. Phases VII - X have 38 lots each, and Phase XI has 19 lots.

The Draft Improvement Agreement outlines improvement requirements as it relates to the timing of improvements and phasing of the subject property (attached). Expansion of the City limits and annexation at this time comes with concerns as to how the surrounding area will be developed in the future and what necessary infrastructure and street connectivity will be. As a result, the property owner takes on the responsibility of addressing numerous infrastructure and service concerns incrementally as the Phases are annexed, and as recommendations from completion of area wide traffic and storm water studies, that the Owner participates in, are received. To address these concerns, the Draft Improvement Agreement requires the Owner take a cooperative approach and work with the owner of the property to the west.

Improvements

Roadways

The proposed development will connect to existing City roadways. Additional internal roads to serve the development will be planned and constructed as future phases are considered. Sidewalks will be constructed along each lot frontage at the time of home construction, and will connect to a fully built-out sidewalk network.

From the ITE Trip Generation Manual (9th edition), the average trip generation rate for detached single-family residential units is 9.52 trips per occupied dwelling unit on a weekday, resulting in 1,628 estimated daily trips from the 171 units. The existing transportation network and proposed roadway layout is expected to have sufficient capacity to accommodate traffic generated by the Phases VII through XI, as well as traffic generated by the first phases of the Thaniel Addition (up to 88 single-family units).

To better quantify the impact of the proposed subdivision upon the broader road network in the immediate vicinity, the developer will be required to contribute to a larger transportation study for North Great Falls. The full Traffic Analysis, which includes trip generation, trip distribution, and recommendations is attached.

Utilities

The on-site improvements required for the development of the subject property shall be installed as shown on the final construction plans that are submitted to and approved by the Public Works Department before the final plat of each phase is approved by the City Commission. The on-site improvements shall include everything required to provide water, sanitary sewer, storm water management, and access, including streets and sidewalks, serving each lot proposed. All on-site improvements will be installed at the Owner's expense, in accord with the requirements of the OCCGF and the final Improvement Agreement.

The City has planned for and will install the lift station and mains required to provide sanitary sewer service to the proposed development. To support these improvements, the Owner will pay the City its proportional share of the actual cost of those improvements, beginning with an initial payment of \$49,855 for the required gravity main that is due and payable within 30 days after the City has accepted a bid on the sanitary sewer improvement, and then phase-by-phase on a per lot basis, with the per lot payments for the lift station and force mains being made before work begins on each phase.

Owner's per lot proportional share will be calculated as follows. The total number of lots that can be served by the lift station and force mains will be determined. The number of lots in the development will then be divided by that number, yielding the development's share of the total lots to be served. That share will be multiplied by the total actual cost of the lift station and force mains, yielding the development's overall share of the cost. That share will then be divided by the number of lots, resulting in the per lot fee. See also the Draft Improvement Agreement for more information for utility improvements required (attached).

Storm Water Management

To date, the Owner has worked with the City Public Works and Planning and Community Development Departments and the owner of Thaniel Addition for the general location of a principal detention pond located on the northwest corner of the Thaniel Addition property, with a secondary, larger detention pond being located immediately north on the adjacent property. This is preliminary, so both developers will be participating in the cost of a storm water master plan for the area for what the ultimate improvements required will be. All future storm water management plans will be reviewed and approved by the Public Works Department.

Park Land

The Owner will fulfill the park land provision obligation imposed by 76-3-621, MCA by making a cash payment to the City equal to 11% of the undivided, undeveloped value of the acreage included in the Development, which is acceptable to the Park and Recreation Department. The calculation of payment and timing are outlined in the Draft Improvement Agreement, as well as the following terms:

20. Neighborhood Park Maintenance Fee. *The Owner and all its successors, including all owners of individual lots that are being created by the Development shall pay an annual neighborhood park fee to the City of Great Falls.*

20.1 Use of the Fee. *The proceeds of this fee shall be managed as a separate "Northwest Neighborhood Park Assessment" account within the Parks and Recreation Department budget and used solely for the improvement and maintenance of one or more neighborhood parks that serve the Development. For the purposes of this Agreement, "serving" shall mean that the nearest edge of the neighborhood park on which proceeds of the assessment are spent is within 1/2 mile (2,640 ft) of the Development.*

20.2 Amount of the Fee. *The annual neighborhood park fee will begin at \$92.44 per lot, a figure that is based on the actual costs of neighborhood park maintenance and the number of lots it is anticipated the park will serve, and will be automatically increased by the rate of inflation each year. The annual rate of inflation shall be calculated using the Consumer Price Index published by the US Bureau of Labor Statistics for the Western Region.*

20.3 Citywide Parks District. *The neighborhood park fee established here will be terminated by the City upon the creation of citywide parks district that will fund neighborhood park maintenance.*

City of Great Falls Growth Policy

The proposed annexation, subdivision, and zoning is consistent with the overall intent and

purpose of the 2013 City Growth Policy Update. This project strongly supports the Social and Physical portions of the Growth Policy, specifically the goals and principles to encourage a safe, adequate and diverse supply of housing and fair housing opportunities in the City.

Additional supportive Policies with which this project is consistent include:

Social - Housing

Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the city.

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

Physical - Land Use

Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.

Phy4.1.4 Foster the development of safe, walkable neighborhoods, with a mix of uses and diversity of housing types.

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

The Growth Policy identifies that Great Falls embodies balanced, compatible growth, while at the same time encourages the development of underutilized or vacant land.

Neighborhood Council Input

The subject property is located in Neighborhood Council #3. The Owner presented information to Council #3 on October 2, 2014, and the Council voted in favor of the project. The Council has been provided an update of the project information via email on June 4, 2015. As of the writing of this staff report, staff has received 3 phone calls from residents with general questions about the proposed development.

Rezone Request

In conjunction with the Preliminary Plat, the Owner is requesting that the subject property be rezoned from County SR-1 Suburban Residential to R-3 Single-family high density district upon annexation into the City of Great Falls. The proposed zoning is compatible with the existing zoning on the adjacent properties to the east and south. Continuation of the single-family residential development pattern on the vacant property is logical given the high demand for lots and the context of the site.

The grid pattern of the proposed subdivision matches the adjacent development pattern immediately to the south with the proposed R-3 district development standards for setbacks, density, height, and parking. The size of the subject lots provides sufficient space for the buildings, off-street parking, landscaping, and storm water detention area.

Concurrences: Representatives from the City's Public Works, Police, 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. Part of the increased costs may be covered by increased tax revenues from improved properties; however, the developer and future property owners will be required to participate in the larger costs as outlined in the Improvement Agreement.

Alternatives: The City Commission could deny acceptance of Ordinance 3133 on first reading and not set the public hearing. However, such action would deny the applicant due process and consideration of a public hearing, as provided for in City Code and State Statute. The City Commission could deny the Preliminary Plat pursuant to MCA 76-3-604.

Attachments:

Ordinance 3133
Aerial Map
Zoning Map
Findings of Fact
Draft Preliminary Plat
Sun River Watershed Group Letter and U.S. Army Corps of Engineers Study
Traffic Analysis
Draft Improvement Agreement

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Patty Cadwell, Neighborhood Council Coordinator
Bill Hunter, Communications Manager, Police Department
Susan Conell, Cascade County Planning Director, sconell@cascadecountymt.gov
Shawna Rothwell, S & L Development, jmrothwell@bresnan.net
Leanne Bailly, S & L Development, leannekk@yahoo.com
Gary Knudson, S & L Development, glknudson.eng70@yahoo.com
Al Rollo, Coordinator, Sun River Watershed Group, arollo7@msn.com

ORDINANCE 3133

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO WEST RIDGE ADDITION PHASE VII - XI, LEGALLY DESCRIBED AS PERETTI ADDITION TRACT 2, LOCATED IN THE SE¼ SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, CASCADE COUNTY, MONTANA

* * * * *

WHEREAS, S & L Development is the owner of record and has petitioned the City of Great Falls to annex the subject property, consisting of ±58.479 acres, as legally described above; and,

WHEREAS, S & L Development has petitioned said property be assigned a City zoning classification of R-3 Single-family high density district, upon annexation to City; and,

WHEREAS, notice of assigning said zoning classifications to said property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 18th day of August, 2015, before final passage of said Ordinance herein; and,

WHEREAS, following said public hearing, it was found and decided that 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 said property be designated as R-3 Single-family high density district classification.

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 said property, as legally described above, 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 7, 2015.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(CITY SEAL)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

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

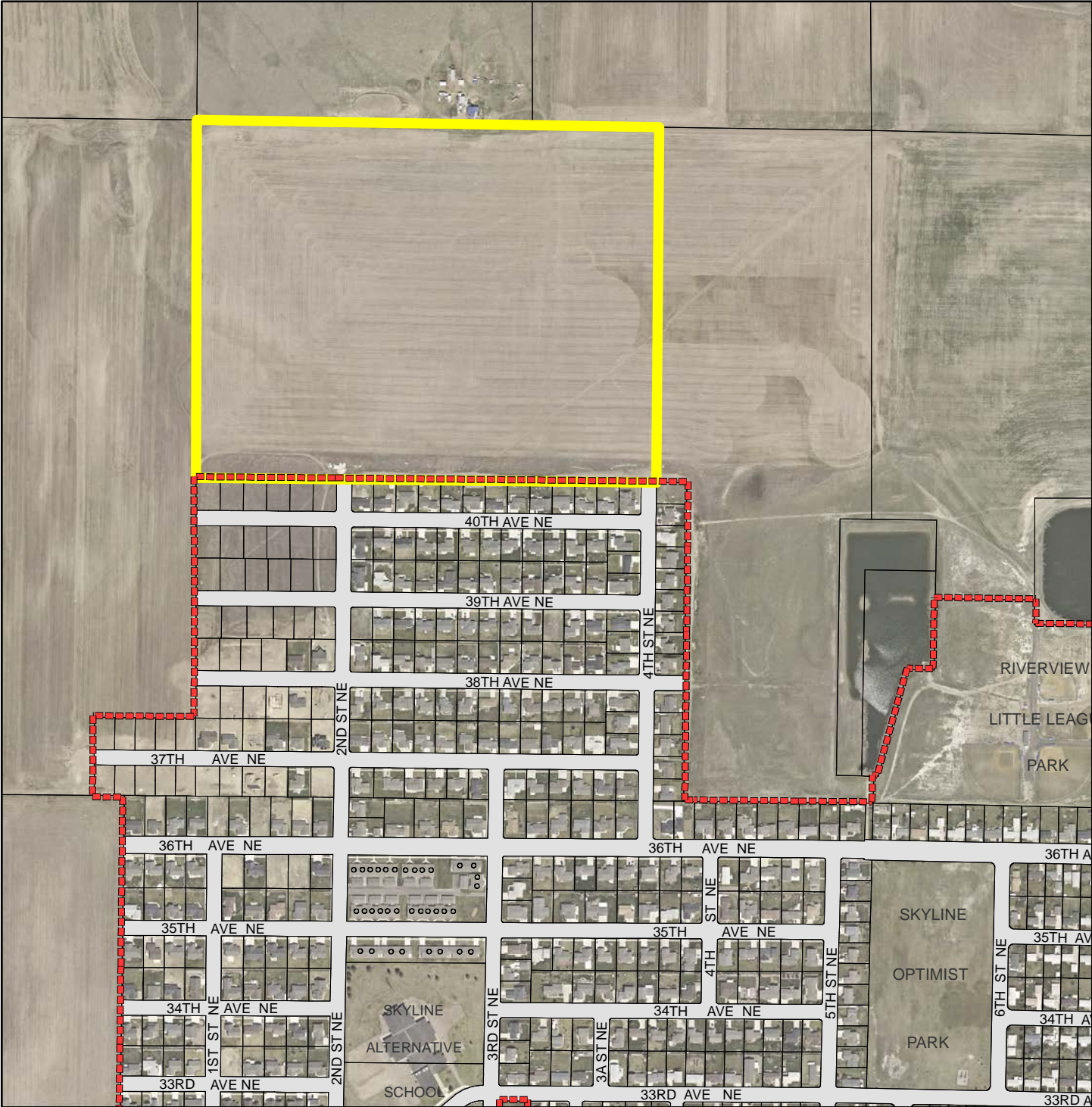
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3133 in three conspicuous places within the limits of said City to-wit:

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

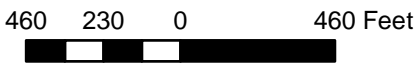
Lisa Kunz, City Clerk

(CITY SEAL)

Aerial Map

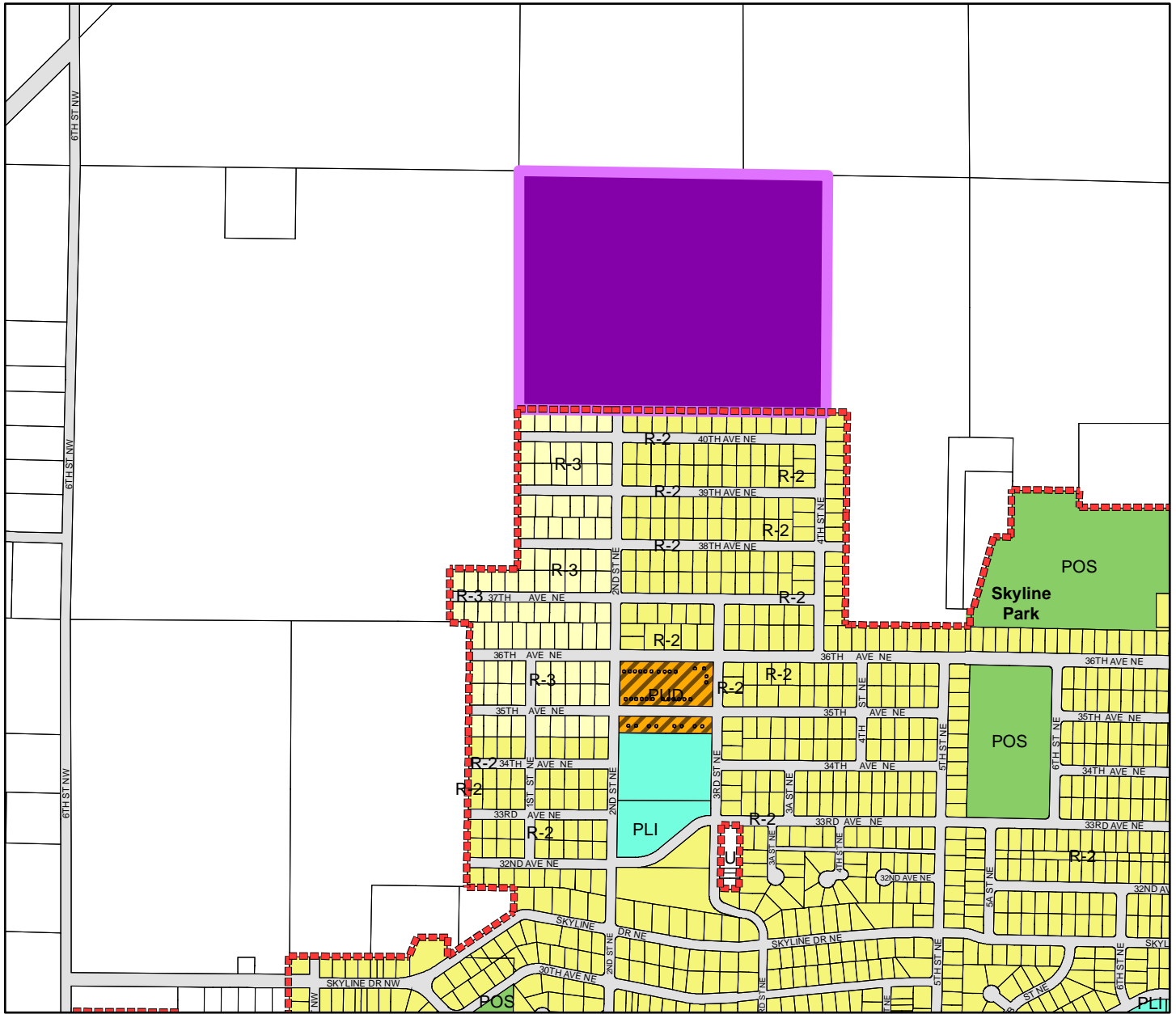


- City Limits
- Subject Property
- Tracts of Land



West Ridge Addition
Annexation, Zoning, Preliminary Plat

Zoning Map



Legend

- City Limits
- Subject Property
- Tracts of Land
- right-of-way

ZONING

- R-3 Single-family High Density
- PUD Planned Unit Development
- PLI Public Lands and Institutional
- POS Parks and Open Space
- R-2 Single-family Medium Density
- U Unincorporated Enclave



West Ridge Addition Phase VII - XI
Annexation, Zoning & Subdivision

FINDINGS OF FACT

West Ridge Phase VII - XI, legally described as Peretti Addition Tract 2, located in the SE¼
Section 26, Township 21 North, Range 3 East, Cascade County, Montana
(PREPARED IN RESPONSE TO 76-3-608(3)MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture:

The subject property is being used for agricultural purposes. However, dry land crop production in the immediate vicinity has decreased due to residential development. There is not an irrigation system in the area that the proposed development will interfere with, and based on the demand for a transition from agriculture to residential use in the immediate vicinity, it is not anticipated that approval of the subdivision will present any interference with agricultural operations in the area.

Effect on Local Services:

Lots in the subdivision will extend and connect to City water and sewer mains. The Owner will pay the cost of extending these utility mains and reimburse the City its proportionate share of the cost of installing a new sanitary sewer lift station, to be constructed on the adjacent property to the west (Thaniel Addition) and force mains to serve the property and surrounding area. The Owner will also pay per lot fees for sanitary sewer, water service and storm water maintenance fee. The occupants of the single-family residences within the subdivision will pay regular water and sewer charges, and monthly storm drain charges. There will also be an annual park fee which will go towards improvements and maintenance of the neighborhood park dedicated by the Thaniel Addition Major Subdivision. Additionally, Section 17.68.040.B of the OCCGF requires the Owner provide a security that will allow the City to contract for and complete the required improvements if the Owner fails to do so.

The nearest fire station is ±2-2.5 miles away depending on where one is on the subject property. Upon annexation, the subdivision will receive law enforcement and fire protection service from the City of Great Falls. Providing these services to the subdivision is expected to be a manageable cost to the City. Increased tax revenues from improved properties may cover increased costs.

The Owner will have the responsibility to install curb, gutter, sidewalks and paved roadways within the subdivision as each phase is final plated. Because this is a large property that will be developed over many years. The Draft Improvement Agreement accounts for the development of a future Special Improvement District (SID) for roadway improvements outside of the subdivision, and that the Owner pay its proportional share, 30%, of the costs of a study of the impacts of traffic that the development of the property and prospective development of neighboring properties will generate, with that study being completed before final construction plans and a final plat for the second phase of the Development is accepted by the City. Please see Exhibit H for more specific information on how the Owner will be required to address the effects on local services.

Effect on the Natural Environment:

The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision primarily flows to the northwest of the subject property, with a smaller portion flowing due north. The dedication of a natural drainage on the Thaniel Addition property for park land and a detention pond, which runs to Watson Coulee, will preserve a portion of the natural drainage in the area from adjacent properties. However, storm water drainage will ultimately be managed in a regional storm water detention facility immediately north of the Thaniel Addition. It is expected that any excess surface runoff will flow into Public Works reviewed and approved temporary storm drainage improvements made by the applicant at the time of construction.

The Sun River Watershed Group submitted a letter expressing their concerns about storm water runoff from Watson Coulee related to development of the subject property impacting the Sun River, and attached the U.S. Army Corps of Engineers Sun River Flood Protection Project Operation and Maintenance Manual Section V - Watson Coulee study (see Exhibit G). The City understands that Watson Coulee is a sensitive drainage and has taken steps to work with and educate developers on managing storm water and requiring that runoff be no greater than pre-development levels, as reflected in the Public Works Department Storm Drainage Design Manual for Great Falls and by the Montana Department of Environmental Quality (MDEQ) for this area and the City at large.

Effect on Wildlife and Wildlife Habitat:

The subdivision is located along the northwestern edge of the City with existing development to the east and south. The subdivision is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl, 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 wildfire, avalanches or rockslides; however, the drainage basin in which the subject property is located has experienced flooding in the past. Installation of effective storm drainage facilities as reviewed and approved by the City Public Works Department and MDEQ at the time of development will prevent a reoccurrence of said flooding events.

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

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

EASEMENT FOR UTILITIES

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

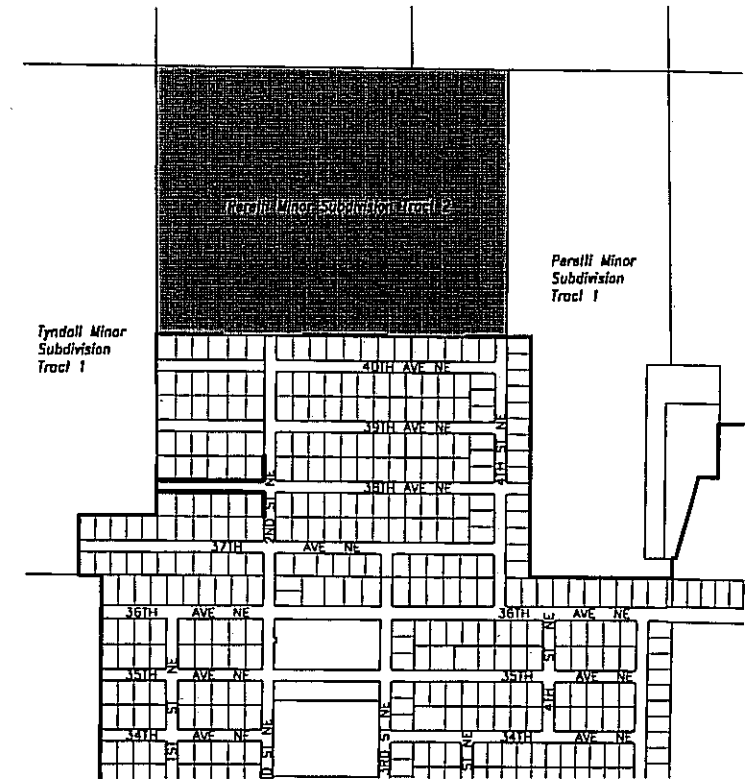
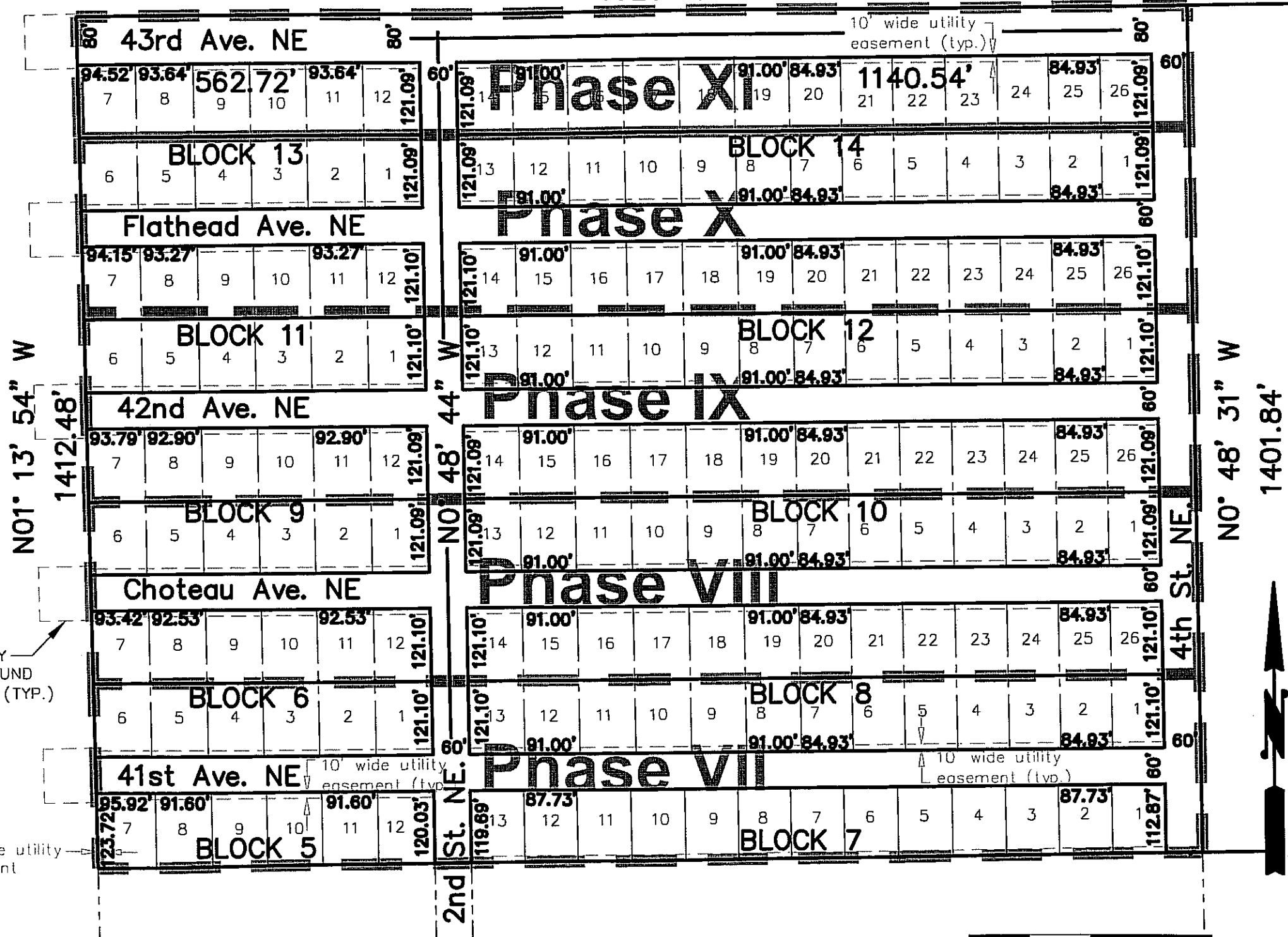
LEGAL AND PHYSICAL ACCESS

Extensions of public right-of-ways and future transportation connectivity is understood by the Owner and is shown on the Preliminary Plat, which includes dedicating 43rd Avenue Northeast as an 80-foot wide right of way to serve as a future full collector roadway. The grid pattern established by the adjacent neighborhoods to the south is continued on the subject property. The Owner agrees to the dedication and installation of the roadways as each phase is Final Platted and developed, which is also shown on the Preliminary Plat. These will be public right-of-ways maintained by the City of Great Falls after construction is completed and after final acceptance of the improvements by the City.

Preliminary Plat of West Ridge Addition Phases VII thru XI of Peretti Addition Tract 2, a Minor County Subdivision

SE1/4, Section 26, Township 21 North, Range 3 East, P.M.M., Cascade County, Montana

N 89° 31' 10" E
1823.90'



Vicinity Map

Legal: Tract 2 of Minor County Subdivision Plat Peretti Addition

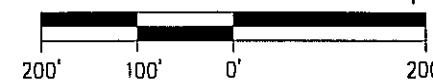
Storm water will be surface drainage with a phased detention pond in the northwest property corner

No existing buildings within Project

Developer (Landowner) Name - S&L Development

58.749 Acres

171 lots



JOB NO.: 1405	DESIGNER PLANNERS ENGINEERS	HEL CONSULTANTS INC.
DATE: 12/8/2014		4509 North Star Boulevard Post Office Box 8038 Great Falls, MT, 59408 406-431-5478 fax 406-453-2000 email: jpe@omni.net
DRAWN BY: DC		
DRAWING NAME: 140508phase7	SHEET NO. 1 of 1	File #



a non-profit organization benefiting all water users in the basin
816 Grizzly Drive Great Falls, Montana 59404 406-727-4437

June 3, 2015

Planning Department
City of Great Falls
PO Box 5021
Great Falls, MT 59403

RE: West Ridge Addition Phase VII-XI

Dear Great Falls Planning Department:

The Sun River Watershed Group (SRWG) would like to voice some concerns on the West Ridge Addition Phase VII-XI development as it relates to runoff changes that may occur into the Sun River. While in general we support the need for growth in this area we do want to make sure safeguards are put in place that ensure our hard work for more than 20 years to reduce polluted runoff into the Sun River is not lost.

Our specific concerns, with what we are aware of at this time, that need to be addressed better include:

1. Montana already lists the Sun River as impaired for nutrients and sediment that this project development may cause additional problems. So how will this development address the Sun River Watershed TMDL issues?
2. Storm water runoff from communities frequently contains contaminates from over fertilization of yards, vehicle oil and many other problems. There are now many proven tools to capture storm water runoff to reduce any contaminants from reaching the Sun River that can be incorporated into this development. Can these proven tools be incorporated into the development that is also not too costly on the developer?
3. As this land is converted from agriculture to subdivisions the runoff events will have higher flow events that may cause severe erosion as it flows across the remaining agriculture lands. Can retention and detention ponds with higher capacity be installed to reduce this potential erosion concern?
4. The SRWG has been working with the Great Falls Flood District on many projects to ensure the flood control dikes remain stable. Any changes in the land use in Watson Coulee could become a major problem for the Great Falls Flood District. See the attached documentation supplied by the Corps of Engineers about runoff from Watson Coulee and those calculations assumed the Sun River would not be flooding when Watson Coulee high runoff was occurring. Before this project is

approved, we felt there needs to be a stakeholders meeting with the Corps of Engineers, Great Falls Flood Control District, Cascade Conservation District, SRWG and many others to ensure this development will not jeopardize the flood district's capacity to release flows back into the Sun River.

So we want to reiterate, we are not opposed to this development but we are concerned how it is designed at this time. Please examine the attached data we collected as tools to justify further review on the need for resolving storm water runoff.

Thanks for considering our opinion on this project. You may contact me at 727-4437 or arollo7@msn.com if you have any questions.

Sincerely,



Alan Rollo, coordinator
Sun River Watershed Group

CC: Great Falls Planning Board
Great Falls Commissioners
Great Falls Flood Control District
Cascade Conservation District

ATCH: Corps Flood Protection data

PROJECT C9919
DISK 574-C

**SUN RIVER
FLOOD PROTECTION PROJECT
AT GREAT FALLS, MONTANA**

OPERATION AND MAINTENANCE MANUAL

CORPS OF ENGINEERS, U. S. ARMY

OFFICE OF THE COMMANDER

OMAHA DISTRICT

OMAHA, NEBRASKA

1988

PERTINENT DATA

Location

The project is located in Great Falls, Montana in Cascade County. The levee was constructed on the left bank of the Sun River a distance of 6 miles upstream from the junction with the Missouri River.

Hydrologic Data

Drainage Area, sq. mi.	1,927
Design Flow, c.f.s.	65,000
Watson Coulee Design Flow, c.f.s.	1,450

Levee Design

Crown Width, ft.	10
Side Slopes (both sides)	1 on 3
Freeboard, ft.	3
Average Height, ft.	15.5
Length, ft.	31,800

Relocations

Buildings to be removed	24
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Drainage Structures

Levees	21
Road Culvert	3
Watson Coulee	6

Watson Coulee Interceptor Ditch

- Drainage Area, sq. mi.	7.0
- Dike, ft.	3,265
- Buried Conduit, ft. 2 - 84" conduits	4,795' each

Freeboard → 3 feet
therefore @ 65,000 cfs
(design flow)
estimate water will be
3 feet BELOW
top of levee elevation
3/24/97 Per Harold Dingman
Carr-Fort Reck

1 mile
= 5,280 feet
= 1,760 yards
= 1.6097 kilo
meters

Project No. C9919
Disk No. 574-C

SUN RIVER
FLOOD PROTECTION PROJECT
AT GREAT FALLS, MONTANA

OPERATION AND MAINTENANCE MANUAL

SECTION V - WATSON COULEE

CORPS OF ENGINEERS, U. S. ARMY

OFFICE OF THE COMMANDER

OMAHA DISTRICT

OMAHA, NEBRASKA

SECTION 5 - WATSON COULEE

5.1 DESCRIPTION. The Watson Coulee part of the project consists of two 84-inch conduits and an interceptor ditch and embankment to convey the flows from the Watson Coulee ditch through the protected area to the Sun River. The system of conduits, ditches, embankments, and interior drainage inlets are designed to handle Watson Coulee even in the event of high flows in the Sun River.

5.1.1 Conduits. The two 84-inch RCP conduits begin at the Sun River (Levee Station 258+74) and runs under 27th Street N.W. and extends under Interstate 15 to a point next to the Burlington Northern Railroad tracks as shown on Plate C-7. At that point, the conduits run perpendicular to the tracks and U.S. Highway 89. The inlet is located just north of the abandoned Chicago-Milwaukee St. Paul and Pacific railroad tracks. The conduits are 4,688-feet long and are constructed to withstand the pressure from the Sun River during flood stage, Watson Coulee, or both.

5.1.2 Interceptor Ditch and Embankment. The interceptor ditch and embankment divert the flows of Watson Coulee from the previous ditch drainage to the twin conduits. The embankment begins at the Watson Coulee Road and extends to high ground (a distance of 2,540 feet). An interceptor and drainage ditch is located parallel to the embankment and extends through the high ground to the conduit inlets (a distance of 3,150 feet).

five(5) **5.1.3 Area Inlets.** Interior drainage along the conduits are handled by six side inlets. These side inlets allow flow to enter the conduits but prevent flows from a pressurized conduit from flowing back into the protected area. Each inlet contains a flap gate and a slide gate to prevent backflows from the conduit. *cross-reference page VII-4 7.6*

5.1.4 Roller Gates. The roller gates are located at the outlet structure of the conduits. These gates are to be closed only in the event the side inlet flap gate and slide gate fail to prevent backflows from

entering the protected area or the conduit separates and allows flows to enter. If this occurs only the gate for the conduit which is experiencing flows should be closed. This will allow flows from Watson Coulee to pass through the outer conduit. THESE GATES SHOULD NOT BE CLOSED DURING A HIGH WATER EVENT (except for an actual back flow emergency).

5.2 MAINTENANCE. After each high water event or at least once a year, this part of the system should be inspected to determine what maintenance is required.

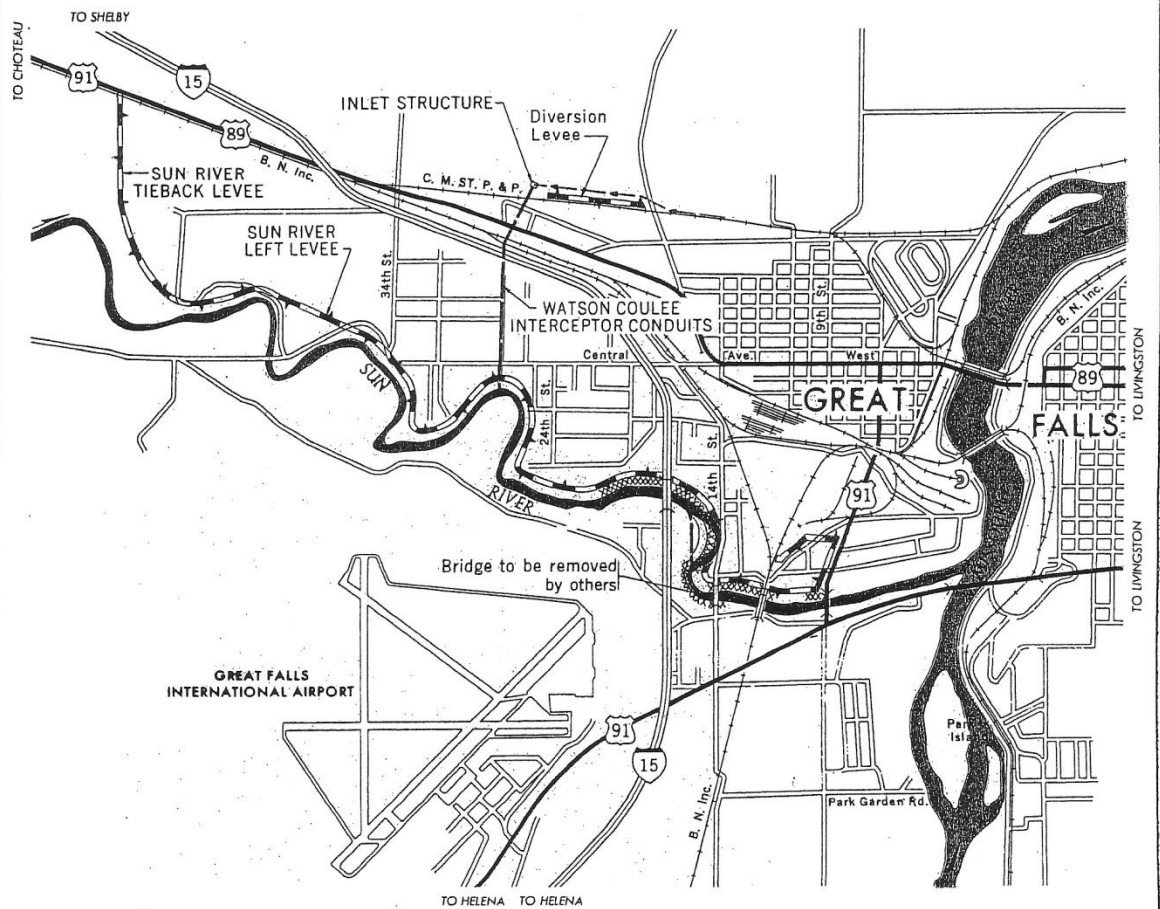
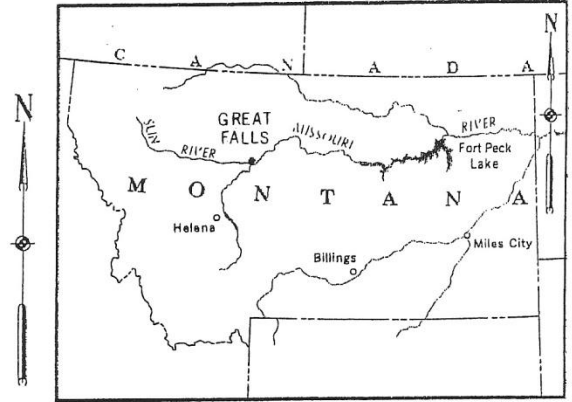
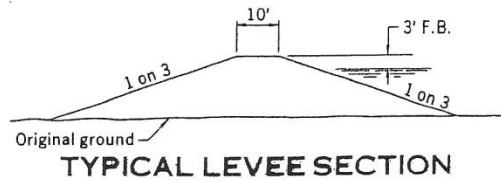
5.2.1 Conduits. The joints should be inspected to monitor any differential settlement which might separate the joints between the pipe sections. If the joints separate sufficiently, flows from the Sun River could flow into the protected area.

5.2.2 Interceptor Ditch and Embankment. The ditch and levees should be inspected and monitored as suggested in SECTION IV - LEVEES.

5.2.3 Area Inlets. The side inlets should be inspected and monitored as suggested in SECTION VII - DRAINAGE STRUCTURES.

5.2.4 Roller Gates. The roller gate should be inspected and exercised as suggested in SECTION VII - DRAINAGE STRUCTURES and should remain in the open position at all times.

5.3 OPERATION. The operation of the Watson Coulee system is automatic and needs to be monitored during high flows for operation of slide gates if a rupture of the pressurized conduits occurs.



- LEGEND.**
- Proposed levee this project
 - Proposed riprap this project
 - Proposed channel this project
 - Floodwall

FLOOD CONTROL PROJECT
GREAT FALLS
SUN RIVER, MONTANA
 U. S. ARMY ENGINEER DISTRICT, OMAHA
 CORPS OF ENGINEERS
 OMAHA, NEBRASKA
 30 SEPT. 1981

West Ridge Addition Phase VII - XI Traffic Analysis

Proposed Development Characteristics: A 58.75+/- acre single-family development is proposed for annexation and preliminary platting upon a parcel of land lying generally north of 40th Avenue NE, between 1st Street NE and 4th Street NE. The first phase (Phase VII) will include 38 lots along the full southern edge of the parcel, with future phases continuing in a replicated pattern northward block-by-block to 43rd Avenue NE. At full build-out, the subdivision will include 171 single-family lots.

Existing Conditions: 2nd and 4th Streets currently connect to the proposed development on the south. The proposed “Thaniel Addition,” adjoining the proposed development on the west, will construct connecting avenues extending westward. No immediate development is anticipated on the properties bordering the property on the north or the east.

Nearby roadways under the jurisdiction of Cascade County (the western portion of Skyline Drive NW and the upper segments of 6th Street NW) are substandard, narrow roadways. Although the roads are able to carry current traffic, they will need upgrade at some future date. These segments do not abut the subject development proposal.

36th Avenue NE/NW serves as an east-west collector roadway for this area of Great Falls, and has been identified as a potential roadway for traffic calming by the neighborhood. However, the City’s traffic calming program is implemented through initiation by the neighborhood, with costs for any improvement to be borne by the area property owners or residents. As no petition has been received, and no improvements or related funding has been identified, no changes to the avenue are planned at this time.

Future Improvements: Although somewhat distant from the subject development, the far eastern end of 36th Avenue NE will be upgraded by the City of Great Falls, including wider travel lanes and an upgraded travel surface.

A future collector roadway is projected at the far northern end of the subdivision (43rd Avenue NE) will be designed and constructed within the subdivision as part of Phase XI by the developer to accommodate this classification.

Trip Generation: From the ITE Trip Generation Manual (9th edition), the average trip generation rate for detached single-family residential units is 9.52 trips per occupied dwelling unit on a weekday, resulting in 1,628 estimated daily trips from the 171 units.

Trip Distribution:

Primary access to and from the lots in Phases VII through XI will be via 2nd and 4th Streets NE. 2nd Street NE will be the main north-south access to the area, connecting to 36th Avenue NE, Division Road, Skyline Drive and other area outlets to higher-classification roadways.

Because it extends further south, 2nd Street NE is estimated to likely accommodate 60% of the subdivision’s traffic, with 4th Street NE 40%. However, after additional connections are built, volumes on 4th and 2nd will likely level out or even slightly decrease.

The segments of 2nd Street NE and 4th St NE north of 36th Avenue NE are low-volume, and have adequate capacity to accommodate the trips to be generated by the development. Depending upon the origins/destinations of vehicles, the vehicles will take various routes - trips will not be concentrated on one specific route. Dispersion will occur as soon as vehicles encounter 36th Avenue NE, eastward and westward. 2nd Street NE will likely eventually function as a low-level collector roadway, and future prohibition on parking may be advisable.

Eventual build-out of the subdivision to the west and development of the vacant land east of the subject development will provide additional outlets. Avenues will extend westward to 6th St NE; Streets will connect to a projected major collector at 43rd Avenue NE/NW; and, 3rd Street NW will be built south to connect to Skyline Drive NW. However, these connections are not projected to be made for 10 years or more.

Transit and Non-motorized Travel:

Sidewalks will be constructed along each lot frontage at the time of home construction, and will connect to a fully built-out sidewalk network.

No extension of transit service to the development is proposed, as the area is outside of the Transit District boundary. However, a transit route is relatively nearby – at the corner of 33rd Avenue NE and 2nd Avenue NE.

Bike routes are expected to be established in the area, and City staff will work to establish routes as connections are made and as future phases are built.

Conclusion and recommendations:

The existing transportation network and proposed roadway layout is expected to have sufficient capacity to accommodate traffic generated by the Phases VII through XI, as well as traffic generated by the first phases of the Thaniel Addition (up to 88 single-family units).

To better quantify the impact of the proposed subdivision upon the broader road network in the immediate vicinity, the developer will be required to contribute to a larger transportation study for North Great Falls.

The following recommendations are based upon review of the proposed development:

- The developer agrees to contribute to a region-wide traffic modeling study, and agree to contribute its proportional share to any transportation improvements that come out of the study and that can be attributed to the development. The amount of contribution shall be as agreed upon in the development's Improvements Agreement.
- 43rd Avenue NE will be a collector roadway, and designed and constructed to collector standards. The developer will pay for the cost of the roadway, with reimbursements due the developer at such time as the property adjacent to the roadway on the north is annexed. Sidewalks on the north side of 43rd Avenue NE are not anticipated to be a responsibility of the developer.
- All curb cuts connecting to and sidewalks adjacent to City streets must be approved by the City of Great Falls prior to beginning construction.

Improvement Agreement for the West Ridge Addition, Phases VII through XI

This is a binding agreement (Agreement) between the City of Great Falls (the City) and S & L Development, LLC, the owner (the Owner) of the West Ridge Addition, Phases VII through XI (the Development), the preliminary plat of which was approved by the Great Falls City Commission on _____, 2015. The City and the Owner are together known as the 'parties' to this agreement.

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions fulfilled by the Owner, as required by the City's approval of the preliminary plat and accompanying materials, including the phasing plan. Specifically, this Agreement:

- declares that the Owner is aware of and has properly accounted for any natural conditions that may adversely affect the Development;
- insulates the Development from the impact of changes in the City's subdivision and zoning regulations, provided that no substantial changes in the Development are proposed;
- establishes a process for the phased installation of required on-site improvements in the Development, with the approval of final construction plans for those improvements, a final plat, and an amendment to this Agreement being required before the installation of on-site improvements for each phase begins;
- requires the Owner to guarantee that the promised on-site improvements are made in a timely manner by providing the financial securities required by the Official Code of the City of Great Falls (OCCGF), phase-by-phase;
- provides for the inspection and warranty of the required on-site improvements before they are accepted for maintenance by the City;
- requires the Owner to reimburse the City for the installation of sanitary sewer improvements; participate in the preparation of a storm water management plan and the installation of the facilities required by that plan; and contribute to the costs of a traffic impact study;
- waives protest by the Owner and its successors against the creation of special improvement districts that would provide and maintain necessary infrastructure, including major streets;
- establishes how necessary changes in final construction plans required by this Agreement may be made with the approval of the City;
- provides for reimbursements to the Owner when neighboring properties that benefit from improvements made by the Owner are developed;

- provides for the Development's compliance with the park land dedication requirements of 76-3-621, MCA, and for continuing payment of a fee for neighborhood park maintenance by the owner/s of each lot created;
- embodies certain conditions that were imposed upon approval of the development in order to facilitate their enforcement; and
- indemnifies the City from challenges to its approval of the Development and holds it harmless from errors and omissions in the approval and oversight of the project.

2. Authority. Execution of this Agreement is authorized by 17.68.040, et seq. of the OCCGF; by 7-3-510, MCA, which allows local governments to require the extension of public improvements to subdivisions; and by 7-3-507, MCA, which authorizes local governments to require securities guaranteeing the installation of public improvements in subdivisions. This agreement is also intended to fulfill the requirement of 7-2-4610, MCA for a plan for the extension of services to any area that is being annexed.

3. Administrator/Representative. The City's representative and Administrator of this agreement shall be the Director of Planning and Community Development at PO Box 5021. Great Falls, MT 59403. The Owner's representative in the administration of this agreement shall be _____.

4. Duration. The term of this Agreement begins when it is signed by the City Manager and, with the exceptions stated below, ends at the time the warranty required by Section 15 of this Agreement on the last required improvement installed by the Owner expires and the funds securing that warranty are released.

4.1 Fee Continues. The neighborhood park maintenance fee established by Section 20 of this Agreement will continue indefinitely, except as provided by Subsection 20.3. Annual payment of that fee will be an ongoing obligation of all lot owners within the Development.

4.2 If Work Does Not Begin. This Agreement is void if final construction plans and a final plat for the first phase of the Development are not submitted for approval within three years of the date of the City Manager's signature on this Agreement. The time allowed for work to begin may be extended by renewing the preliminary plat, as provided in Section 10 of this Agreement.

4.3 Failure to Build. The Owner's failure to complete on-site improvements in accord with the final construction plans for any phase may result in the City retaining the securities required by Section 14 of this Agreement. It may also void this Agreement and the vested rights established by Section 8.

4.4 Failure to Pay. The Owner's failure to make timely payment of its share of any of the off-site improvements listed in Section 13 voids this Agreement and the vested rights established by Section 8. It may also result in the City attempting to collect the amount due by any lawful means.

5. Location. The Development occupies the area The Development occupies the area formerly described as Tract 2 of the Peretti Addition in the SE ¼ of Section 26, Township 21 North, Range 3 East, PMM in Cascade County, MT and now described as the West Ridge Addition, Phases VII through XI, in the SE ¼ of Section 26, Township 21 North, Range 3 East, PMM in Cascade County, MT, as it is shown on the preliminary plat approved by the Great Falls City Commission on _____, 2015.

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

7. Permits. This Agreement must be approved by the City Commission and signed by the City Manager before permits for any work, including, but not limited to, grading for the streets or trenching for the installation of utilities, will be approved.

8. Vested Rights. This Agreement and preliminary plat approval by the City create a vested right that protects the Owner from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until this Agreement expires, as provided in Section 4. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including specifically those intended to prevent and remediate public nuisances, nor does it protect the Owner from changes in the City's building codes and fees, development fees, and inspection fees. This vested right may be voided, in whole or in part, if the Owner proposes substantial changes in the preliminary plat, the approved final construction plans, or a final plat for the Development and will be voided if the Owner fails to seek approval of the first phase or renew approval of the preliminary plat within three years, as provided by Subsection 4.2 of this Agreement. "Substantial change" is defined in Section 17 of this Agreement.

9. Successors. This Agreement and the approval by the City on which it is based, including the vested rights created in Section 8 above, run with the land. This Agreement applies to any party to whom the land is conveyed by any means, in whole or in part, and is binding on them as if they were the Owner who has signed below.

10. Preliminary Plat. This agreement is based on the preliminary plat and accompanying materials approved by the City Commission on _____, 2015. Changes in that plat and the accompanying materials are governed by Section 17 of this Agreement. The preliminary plat must also be periodically renewed. 76-3-610, MCA, requires that preliminary plat approval be for no more than three years. The Owner understands and agrees that it must submit a letter to the Administrator requesting renewal of the preliminary plat at least 90 days before the third anniversary of this Agreement, and then again, before every third anniversary until this Agreement expires.

11. Phasing Process. A phasing plan for the installation of public improvements serving the Development was approved by the City Commission as an attachment to the preliminary plat.

11.1 Final Plats/Plans. Final construction plans, including estimated costs and a proposed method of providing the securities required by Section 14 of this Agreement, and a final plat must be submitted for each phase identified in the phasing plan. As provided by Subsection 4.2 of this Agreement, the final construction plans and final plat for the first phase or a request for a renewal of the preliminary plat must be submitted within three years of the date of this Agreement or this Agreement will be void.

11.2 Time Allowed to Act. The Administrator will review the final plans/plat submission for each phase within 60 days of its submission.

11.3 Approval/Amendment. If that submission is consistent with the approved preliminary plat, all conditions of approval of the preliminary plat, this Agreement, and the final plans/plat requirements of the OCCGF and state law, the Administrator will draft an amendment to this Agreement and promptly submit that draft for approval by the City Commission along with the final plat. A general format for such amendments is given in Appendix I of this Agreement.

11.4 Denial/Explanation. If that submission is not consistent with the approved preliminary plat, any condition of the approval of the preliminary plat, this Agreement, or the final plans/plat requirements of the OCCGF and state law, the Administrator shall return it with written comments explaining how it may be brought into compliance.

12. On-Site Improvements. The on-site improvements required for the Development shall be installed as shown on the final construction plans that are submitted to and approved by the Director of Public Works before the final plat of each phase is approved by the City. The on-site improvements shall include everything required to provide water, sanitary sewer, storm water management, and access, including streets and sidewalks, serving each lot proposed in the Development. All on-site improvements will be installed at the Owner's expense, in accord with the requirements of the OCCGF and this Agreement.

13. Off-Site Improvements. This section includes improvements that will be paid for, at least in part, by the Owner, but that will also serve other properties.

13.1 Sanitary Sewer. The City has planned for and will install the lift station and mains required to provide sanitary sewer service to the Development and a larger surrounding area. To support these improvements, the Owner will pay the City its proportional share of their actual cost, beginning with an initial payment of \$49,855 for the required gravity main. This initial payment is due and payable within 30 days after the City has accepted a bid on the sanitary sewer improvements. The initial payment will be followed by payments that cover the cost of the lift station and force mains. Those payments will be calculated per lot, as explained in Subsection 13.2, of this Agreement, and due phase-by-phase, for the number of lots in each phase, before work begins on that phase.

13.2 Sanitary Sewer: Calculating the Proportional Share. The Developer's per lot proportional share of the sanitary sewer improvements described in Subsection 13.1 of this Agreement will be calculated as follows once the actual costs of installing the force mains and lift station are known. The total number of lots that can be served by the proposed lift station and force mains has been determined by the Director of Public Works, as shown in Exhibit I. The estimated number of lots in the Development will be divided by that number, yielding the Development's share of the total lots to be served. That share will be multiplied by the total actual cost of the lift station and force mains, yielding the Development's overall share of the cost of those facilities. That share will then be divided by the estimated number of lots in the Development, resulting in the per lot fee. A trial per lot fee may be used for the first phase of the Development, as provided by Subsection 13.3 of this Agreement.

13.3 Sanitary Sewer: First Phase. The Owner may receive City approval of, record a final plat for, and begin work on the first phase of the Development before work on the off-site sanitary sewer improvements being installed by the City is complete. If the Owner chooses to do this, the Owner will pay a per lot sanitary sewer fee of \$793.00, which is based on cost estimates prepared by the Department of Public Works at the time this Agreement was approved. The amount paid will be adjusted to match the actual per lot fee at the time the Owner pays for the second phase. Depending on the difference between

the estimated and actual costs, this may result in a credit to the Owner or in an additional charge. No certificate of occupancy for any structure in the first phase of the Development shall be issued until the required sanitary sewer improvements are complete.

13.4 Storm Water Management. The Owner understands and agrees that the storm water management facilities needed to detain and treat runoff from the Development are not currently in place, and that the City cannot lawfully approve the Development without a plan for the design, financing, and construction of the necessary facilities.

13.4.1 Storm water management for the Development may initially be addressed with temporary facilities installed by and at the expense of the developer, as provided by Section 21 of this Agreement.

13.4.2 The Owner and the City anticipate that runoff from the Development will ultimately be conveyed to shared storm water management facilities, potentially including storm water management facilities on the land dedicated to the City for park purposes in fulfillment of state law and Section 18 of this Agreement and/or on land lying immediately to the north of the Development, which the Owner is currently seeking to acquire for this purpose and the extension of 43rd Avenue NW. Regardless of the ultimate location of the facilities, the Owner will pay its proportional share of the costs of land acquisition, if any, and of designing, and building the storm water management facilities that serve sub-basins 21, 22, and 23 as delineated in the *Great Falls North Sanitary Sewer and Storm Drain Master Plan* prepared by Morrison Maierle, Inc. for the City of Great Falls. At this time, the Owner's proportional share of the cost of the required storm water management plan and facilities will be based on its share of the total acreage of the proposed Thaniel and Westridge, Phases VII-IX Additions combined, which is 70%, but reimbursement from other property owners may be due to the Owner, as provided in Item 13.4.4 of this Agreement.

13.4.3 The storm water management plan prepared by the Owner in compliance with Item 13.4.2 of this Agreement must be approved by the Director of Public Works before any construction other than that permitted by Subsection 13.5 begins.

13.4.4 As provided by Section 18 of this Agreement, the Owner will be eligible for reimbursement of a portion of the costs of land acquisition, if any, and the plan and facilities required by Item 13.4.2 when development of other properties in sub-basins 21, 22, and 23 is permitted by the City.

13.5 Storm Water Management: First Phase. The Owner may record a final plat for and begin work on the first phase of the Development before the storm water management plan required by Item 13.4.2 of this Agreement is complete. If the Owner chooses to do this, temporary storm water management facilities must be installed, as required by Item 13.4.1 of this Agreement.

13.6 Major Streets. The Owner understands and agrees that the arterial and collector street capacity that will ultimately be needed to serve the Development is not currently in place. In order to get that capacity in place:

13.6.1 The Owner will build the full section of that segment of 43rd Avenue NE and NW that is included in the Development to a collector standard rather than as a local street. The Owner may also, with the approval of the Administrator and the Director of Public Works, provide land for the off-site extension of 43rd Avenue NW, with the understanding that reimbursement of a portion of the land acquisition costs may be due from beneficiary property owners, as provided by Section 18

of this Agreement, and/or from a special improvement district that is responsible for major street improvements serving the Development and the surrounding area.

13.6.2 The Owner will pay its proportional share, 30%, of the costs of a study of the impacts of the traffic the Development and the proposed and prospective development of neighboring properties will generate, with that study being completed before final construction plans and a final plat for the second phase of the Development is accepted by the City.

13.6.3 The required traffic study will be managed by the City, but paid for by the Owner and neighboring landowners, with possible financial participation from the City to expand its scope.

13.6.4 The Owner's share of the costs of the required traffic study is \$5,000. This amount will be due and payable within 30 days after the execution of this Agreement.

13.7 *Waiver of Protest.* Prior to submitting any final construction plans or a final plat for review, the Owner will record a waiver of protest against the creation of one or more special improvement districts for the construction and maintenance of necessary off-site facilities, including, but not limited to, storm water management facilities and major streets. The language of this waiver will be approved by the Administrator as clearly ensuring that it runs with the land and applies to all the Owner's successors, including individual lot owners, and then recorded with the Cascade County Clerk and Recorder.

14. Security for On-site Improvements. The Owner understands and agrees that 17.68.040.B of the OCCGF requires it to provide a security that will allow the City to contract for and complete the required improvements if the Owner fails to do so.

14.1. Form and Amount of Security. The Owner shall, upon approval of final construction plans, a final plat, and an amendment to this Agreement for a phase of the Development, and before the installation of the required on-site improvements listed in that amendment is permitted, provide the City with cash in escrow, a performance bond, an irrevocable letter of credit, or another form of security acceptable to the Administrator in an amount equal to 135% of the costs of the required on-site improvements.

14.2 Release of Security. The security required by Subsection 14.1 of this Agreement shall be returned or released upon acceptance of the required on-site improvements, except as provided in Section 15. Following the final required inspection, the Director of Public Works shall promptly inform the Administrator, in writing, that all on-site improvements have been inspected and are acceptable for maintenance by the City. The Administrator shall then, provided that the Development is in compliance with the final plat, all conditions of approval, this Agreement, and the OCCGF, instruct the Director of Fiscal Services to release the security, minus the portion to be held in warranty as required by Section 15 of this Agreement, to the Owner.

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

until that dispute is resolved. The release of warranty funds shall follow the procedure established in Section 14.2 of this Agreement for the release of securities.

16. Fees. The Owner understands that it is required to pay the following fees as they come due during the development process.

16.1 Recording fees. The Owner is responsible for all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

16.2 Engineering Inspections. The Owner is responsible to pay all applicable engineering fees established by Resolution 10075 [of the City of Great Falls](#) or its successors.

16.3 Permit Fees. The Owner is responsible to pay all applicable planning and building permit fees established by Resolutions 10063 and 10064 or their successors.

17. Changes. The Owner understands that failure to install required improvements in accord with the final construction plans approved for each phase of the Development is a breach of this Agreement and may void it. The Owner also understands that failure to build in accord with the approved plans is a violation of the OCCGF, subject to the penalties provided for such violations. The City recognizes, however, that minor changes are often necessary as construction proceeds. The Administrator is hereby authorized to permit minor changes to the approved final construction plans, as provided below.

17.1 Revised Plans. Before making minor changes, the Owner must submit revised plans to the Administrator for review. Failure to do this before the proposed minor change is made is a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed minor changes within 10 business days.

17.2 Plat Changes. The aggregation of lots and boundary line adjustments may be permitted as minor changes, but will require amendment of the final plat as provided by Title 17 of the OCCGF and state law.

17.3 Dimensional Changes. Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided that they do not result in a violation of the conditions of approval for the Development or the OCCGF.

17.4 Materials Changes. Based on a review of the revised plans, the Administrator may permit substitutions for proposed building materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.

17.5 Public Improvements. Minor changes in the location and specifications of the required public improvements may be permitted. Revised plans showing such changes must be referred to and accepted by the Director of Public Works before being permitted by the Administrator.

17.6 Substantial Change. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. 'Substantial Change' is defined here, however, in order to further clarify what may be permitted as a 'minor change.' A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be

cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); [changes](#) the location, extent, or design of any required public improvement, except where a minor change is approved by the Director of Public Works and the Administrator; [or changes](#) the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. [A](#) smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

18. Reimbursements. The parties recognize that some improvements required by [Section 13 of this](#) Agreement will result in substantial benefit to other landowners, specifically to the owners of land that will be made more accessible by the construction of 43rd Avenue [NE and NW](#) ~~and any improvement of 6th Street NW that may be required~~, and to landowners who benefit from the required storm water management plan and facilities.

18.1 Beneficiary Parcels: Streets. The beneficiary parcels from which reimbursements for the costs of the required traffic impact study, and street design and construction may be required are mapped in Exhibit [III](#).

18.2 Beneficiary Parcels: Storm Water. The beneficiary parcels from which reimbursements for the costs of the required storm water management plan and facilities may be required are mapped in Exhibit [IV](#).

18.3 Reimbursement Required. The City will require, as a condition of annexation and/or the approval of any permit, including an approach permit that allows access to a City street from a property that has not been annexed, that the owners of the beneficiary properties identified in Exhibits I and II reimburse the Owner for their proportional share of the costs of the planning and construction that is required by Section 13 of this Agreement.

18.4 Regardless of Sale or Division. Reimbursements will be due from the parcels identified in [Exhibits III and IV](#) regardless of changes in ownership and/or their division. Future owners of the beneficiary parcels and all owners, present or future, of all parcels resulting from a division of the parcels identified above will be required to reimburse the Owner as provided here before obtaining any permit from the City.

18.5 Reimbursement Calculation. The proportional share of the costs of [the planning and construction required by Section 13 of this Agreement](#) that must be paid by the beneficiary parcels will be calculated as follows:

18.5.1 First, the total acreage of the beneficiary parcel will be multiplied by 0.80 to account for the land that is typically devoted to public rights-of-way.

18.5.2 Second, the product of that calculation (80% of the original size of the beneficiary parcel) will be divided by the minimum lot size in the R-3 zoning district.

18.5.3 The resulting number of potential lots will be divided by the total number of lots that exist and are anticipated within the entire benefit area, which is defined as the Development plus the parcels [shown on Exhibit III](#). The result of this calculation will be applied to the actual costs of the improvements for which reimbursement is required, [resulting in the fee that must be paid by the beneficiary parcel](#).

18.5.4 The acreage of a beneficiary parcel will be reduced if, as part of its development, that parcel provides dedicated public open space, including parks and/or trails, or sites for public facilities that serve the benefit area defined here.

19. Park Land Dedication. The Owner will fulfill the park land provision obligation imposed by 76-3-621, MCA by making a cash payment to the City equal to 11% of the undivided, undeveloped value of the acreage included in the Development.

18.1 Calculation of Payment. The amount of the payment in lieu-of parkland dedication shall be based on the 11% statutory requirement cited above as applied to a current appraisal of the undivided, undeveloped value of the acreage included in the Development that is prepared by a licensed real estate appraiser and submitted by the Owner along with the final plat for the first phase of the Development.

18.2 Timing of Payment. This payment will be due and payable within 30 days after the final plat for the first phase of the Development is approved by the City Commission, and before any permits for work on the first phase, including the construction of streets and trenching for utilities, are issued.

20. Neighborhood Park Maintenance Fee. The Owner and all its successors, including all owners of individual lots that are being created by the Development shall pay an annual neighborhood park fee to the City of Great Falls.

20.1 Use of the Fee. The proceeds of this fee shall be managed as a separate “Northwest Neighborhood Park Assessment” account within the Parks and Recreation Department budget and used solely for the improvement and maintenance of one or more neighborhood parks that serve the Development. For the purposes of this Agreement, “serving” shall mean that the nearest edge of the neighborhood park on which proceeds of the assessment are spent is within ½ mile (2,640 ft) of the Development.

20.2 Amount of the Fee. The annual neighborhood park fee will begin at \$92.44 per lot, a figure that is based on the actual costs of neighborhood park maintenance and the number of lots it is anticipated the park will serve, and will be automatically increased by the rate of inflation each year. The annual rate of inflation shall be calculated using the Consumer Price Index published by the US Bureau of Labor Statistics for the Western Region.

20.3 Citywide Parks District. The neighborhood park fee established here will be terminated by the City upon the creation of citywide parks district that will fund neighborhood park maintenance.

21. Temporary Improvements. The conditions of approval for this Development may require two types of temporary improvements: street turnarounds and temporary storm water detention/retention facilities.

21.1 Design. The location and design of the temporary street turnarounds and storm water facilities serving each phase of the development shall be approved by the Director of Public Works when the final construction plans of that phase are submitted for approval.

21.2 Easements. Where temporary improvements will be on another property, the easement/s permitting the use of that property for temporary street turnarounds and/or storm water facilities shall be submitted for approval along with the design.

21.3 Installation. The required temporary street turnarounds shall be installed at the same time the street they serve is constructed. Temporary storm water facilities shall be installed before any other grading occurs in the phase of the Development they are designed to serve.

21.4 Maintenance. Continuing maintenance of the temporary improvements is required. Failure to properly maintain a required temporary improvement is a breach of this Agreement and a violation of the OCCFG, subject to the penalties it provides. The maintenance to be provided by the Owner includes the following.

21.4.1 *For Temporary Street Turnarounds:* maintenance of the stabilized surface approved by the City, including snow removal and ensuring that drainage from the turnaround is channeled to a storm water facility or otherwise properly managed.

21.4.2 *For Temporary Storm Water Facilities:* maintenance of the vegetation required to stabilize the site, including reseeding or replanting if seeding or plantings fail, mowing as needed to suppress wildfire hazards, weed control, the regular removal of litter, and the prompt removal of sediment upon the request of the Director of Public Works.

21.5 Removal. The Owner is responsible for the prompt removal and reclamation of temporary street turnarounds and temporary storm water facilities when they are no longer needed.

22. Interim Land Use. The current agricultural use may continue on those portions of the Development that are not being actively developed.

23. Dust Control. The Owner is responsible for dust control on all graded areas, in accord with a dust control plan approved by the Administrator. [The dust control plan need not be completed before the Development is approved, but must be submitted and approved by the Administrator before any grading, trenching, or other construction activities other than soil and/or groundwater testing and analysis begin.](#)

24. Stabilization. The Owner is responsible for vegetative stabilization of all graded and fallow areas that are not actively used for farming, and for the continuing maintenance of the vegetation planted, including reseeding if seeding fails, weed control, and mowing if that is required to mitigate wildfire hazards. The Owner's responsibility for dust control and site stabilization will end incrementally as lots are sold and developed.

25. Litter Control. The Owner is responsible for the prompt removal of litter from those portions of the Development that are under its control. This specifically includes, [but is not limited to,](#) construction waste.

26. Indemnification/Hold Harmless. The Owner will indemnify and defend the City against all claims brought as a result of the approval of the Development. The Owner further agrees, excluding cases of gross negligence, to hold the City harmless for errors or omissions in this Agreement or its subsequent amendments, errors or omissions in related documents, and errors or omissions in plan and plat review and site inspections conducted by the City..

27. Renegotiation. Either party may request renegotiation of this agreement by submitting a written request to the other party's representative. All negotiated changes must be approved by the City Commission.

SIGNATURE BLOCK WITH NOTARIZATIONS WILL BE ADDED TO THE FINAL

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Appendix I - Contents of Amendments

This appendix is provided so that the parties generally understand the necessary scope of the amendments that will be made to this Agreement in accord with the phasing plan.

Approved Plans: Phase ?. The final plat of Phase ? and the accompanying final construction plans titled _____, and including Sheet Numbers X-XX, that were approved by the City Commission on _____, 201? are hereby incorporated into this Agreement.

Required Public Improvements: Phase ?. Required on-site improvements are installed by the Owner at the Owner's expense, and owned and maintained by the City after the warranty period required by Section 15 of this Agreement expires. The on-site improvements that are required for compliance with the OCCGF and the conditions of approval imposed on Phase ? of the Development are shown on the final construction plans that are incorporated into this Agreement in the section above, and summarized in Table 1. All required on-site improvements plans must be in place, inspected for compliance with the approved final construction plans, the conditions of approval, and the OCCGF; and accepted for City maintenance before a certificate of occupancy for any structure in Phase ? of the Development is issued and the security required by Section 14 of this Agreement is released. The Administrator may issue a conditional certificate of occupancy where the only remaining required on-site improvement is landscaping that cannot successfully be installed at the time of year when a certificate of occupancy is requested.

Actual Amounts: Phase ?. The parties understand that the amounts shown in Table 1 may not be the actual amounts expended. Table 2 will be revised to reflect the actual amounts expended by the Owner when the improvements listed there are complete. The Owner will provide those amounts to the City within 90 days after the acceptance of the improvements in Phase ?.

Table 1 – Required Public Improvements Summary: Phase ?

This table is a summary of the plans. The approved plans are dispositive.

Off-Site Improvements	Quantity	Unit	Unit Cost	Total

Table 2 – Reimbursements Due from (Beneficiary Property)

See 18, below re reconciliation with actual amounts expended.

Required Public Improvements	Estimate	Reimbursement Owed by _____	Owner's Share after Reimbursement

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