



Item: Motion to Rescind Commission's prior action resulting in a tie vote on Resolution 10112 to annex Phase 1; continue Commission and Staff discussion of Resolution 10112 and Ordinance 3132 assigning City zoning, Improvement Agreement and Final Plat, all pertaining to Thaniel Addition Major Subdivision, legally described as Tyndall Minor County Subdivision Tract 2, located in the SW¹/₄ Section 26, Township 21 North, Range 3 East, Cascade County, Montana; present sufficient findings of fact supporting decision; and vote.

From: Sara R. Sexe, City Attorney

Initiated By: Sara R. Sexe, City Attorney

Presented By: Sara R. Sexe, City Attorney

Action Requested: Rescinding July 7, 2015 decision on Resolution 10112 and reopen discussion on Resolution 10112, and Ordinance 3132; present sufficient Findings of Fact and vote on Resolution 10112 and Ordinance 3132.

Suggested Action:

1. Mayor/Dissenting Commissioner moves:

"I move the City Commission (rescind/not rescind) the Commission's prior action resulting in a tie vote on Resolution 10112."
2. Mayor calls for a second, discussion, and calls for the vote (must be affirmative vote of three commissioners).

And
3. If Motion fails, no further action is taken and July 7, 2015 decision stands; or
4. If Motion is successful, then:
 - a. Commission conducts additional discussion of factual bases for Planning Advisory Board/Zoning Commission and Staff Recommendation on Resolution 10112 and Ordinance 3132;
 - b. Calls for Public Comment; and
 - c. Calls for the motions on Resolution 10112 and on Ordinance 3132, as follows:

Suggested Motion:

Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10112 and (approve/deny) the Final Plat and Improvement Agreement all pertaining to Thaniel Addition Major Subdivision.”

(If the Motion is for denial, then the Commissioner will set forth alternative findings considering the impact on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety; compliance with survey requirements, local subdivision regulations and review; and the provision of easements and access).

and:

“I move that the City Commission (adopt/deny) Ordinance 3132.”

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

Background: At the July 7, 2015 City Commission meeting, a public hearing was conducted and a vote was held on Resolution 10112. The vote resulted in a 2-2 tie vote, with one commissioner abstaining. As a result, Resolution 10112 failed to have the affirmative vote of three commissioners as necessary to adopt Resolution 10112, required by MCA §7-3-4323. Before the vote, after lengthy discussion regarding the application, additional information was requested; however, when the vote was called, instead of tabling the issue for further development of the record, two voted against the Resolution, resulting in a tie vote and denial of the development.

Montana law contains certain requirements regarding the provision of detailed findings as to why an application for development is approved or denied. Detailed Findings of Fact were recommended by the Planning Advisory Board/Zoning Commission and City Staff and attached to the July 7, 2015 Agenda Report. The record of discussion and vote does not contain sufficient detail for a denial, and should be reopened to consider acceptance of the Planning Advisory Board/Zoning Commission and City staff proposed findings, or the further development of the detailed alternative Findings of Fact.

If the Commission votes to rescind its prior action, it should further develop the consideration of the issue at the July 21, 2015 meeting via question and answer between the Commission and staff, with an opportunity for public comment before Commission voting. If after such discussion, the Commission may:

1. Maintain its denial of Resolution 10112 and reject the Planning Advisory Board/Zoning Commission and Staff Findings of Fact. If so, the Commission must

- present alternative Findings of Fact consistent with Montana law and the Official Code of the City of Great Falls; or
2. Alternatively if the Commission adopts Resolution 10112, it will accept and adopt the Planning Advisory Board/Zoning Commission and Staff's Findings of Fact as attached to Agenda Item 24 on the July 7, 2015 City Commission Agenda.

Any findings must reasonably support the Commission's decision on the development as it relates to the impact on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety; compliance with survey requirements, local subdivision regulations and review; and the provision of easements and access. If not, the decision is subject to an appeal for failure to have such detail.

The City has been contacted by respective counsel for Kendall and Maxima Cox, NeighborWorks, and the Home Builders of Great Falls, challenging the propriety of the action taken at the July 7, 2015 Commission meeting on this issue; all have indicated that they may seek judicial intervention.

Alternatives: The Commission could maintain the decision as set forth on July 7, 2015; however, failure to rescind and/or further develop a record of denial may subject the denial to judicial review.

Attachments:

Agenda Item 24 from July 7, 2015 Commission Agenda with all attachments
Exhibit A – Adjacent property owners receiving project notice

cc:

Craig Raymond, Planning and Community Development Director
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
Kendall Cox, Owner/Developer, 3516 13th Ave S, Great Falls, MT 59405
William Miller, Representative, DOWL, bmiller@dowl.com
Shawn Arthur, Representative, DOWL, sarthur@dowl.com
Al Rollo, Coordinator, Sun River Watershed Group, arollo7@msn.com
Vince Kolar, Cascade County Disaster and Emergency Services,
vkolar@cascadecountymt.gov
Adjacent property owners listed on Exhibit A, via certified mail.



Item: Public Hearing - Resolution 10112 to annex Phase 1, Ordinance 3132 assigning City zoning, Improvement Agreement and Final Plat, all pertaining to Thaniel Addition Major Subdivision, legally described as Tyndall Minor County Subdivision Tract 2, located in the SW¼ Section 26, Township 21 North, Range 3 East, Cascade County, Montana

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

Initiated By: Kendall and Maxima Cox, Property Owners and Developer

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

Action Requested: City Commission adopt Resolution 10112, Ordinance 3132, and approve the Improvement Agreement and the Final Plat of Thaniel Addition Major Subdivision.

Public Hearing:

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

Suggested Motions: (Each motion to be separately considered)

1. Commissioner moves:

“I move that the City Commission (adopt/deny) Resolution 10112 and (approve/deny) the Final Plat and Improvement Agreement all pertaining to Thaniel Addition Major Subdivision.”

and;

“I move that the City Commission (adopt/deny) Ordinance 3132.”

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

At the conclusion of a public hearing held on May 12, 2015, the Planning Advisory Board recommended the City Commission approve the Preliminary Plat of Thaniel Addition Major Subdivision, 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 Thaniel Addition phases shall incorporate correction of any errors or omissions noted by staff, including provision of a notification clause to purchasers regarding soil conditions.
2. The final engineering drawings, specifications and cost estimates for public improvements for the Thaniel Addition phases shall be submitted to the City Public Works Department for review and approval, prior to consideration of the Final Plat of any Thaniel Addition phase.
3. An Improvement Agreement shall be executed and filed containing terms and conditions for the annexation of each phase of Thaniel Addition Major Subdivision, 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) construct all of the storm water conveyance improvements to drain the site to the future onsite or offsite detention ponds, 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) provide sidewalk connectivity, including construction of sidewalks along the park frontage at such time as the adjoining street is constructed;
 - f) pay its proportionate share of the cost of an area storm water master plan;
 - g) pay its proportionate share of a North Great Falls transportation study;
 - h) pay all applicable fees owed as a condition of annexation, as determined in the Improvement Agreement.

Public Notice for the Planning Advisory Board/Zoning Commission Public Hearing was published in the *Great Falls Tribune* on April 26, 2015. Ordinance 3131 to assign City zoning to the subject property was accepted by the City Commission on first reading on June 2, 2015. Notice of Public Hearing before the City Commission for the annexation and establishment of City zoning was published in the *Great Falls Tribune* on June 21, 2015.

To date, Staff have received 8 phone calls and two in person inquiry from residents with general questions about the proposed development. Staff recommends approval of the proposed annexation, zoning, and subdivision of ± 142.199 acres of unincorporated land, legally described above, herein referred to as subject property, with the remaining ± 13.474 acres to be final platted and annexed in phases over the next six years.

Background:

At the conclusion of a public hearing held on May 12, 2015, the Planning Advisory Board recommended the City Commission approve the Preliminary Plat of Thaniel Addition Major Subdivision and recommended approval of annexation of the subject property, and the Zoning Commission approved assigning a zoning classification of R-3 Single-family high density district upon annexation to the City. During a meeting held June 2, 2015, the City Commission conditionally approved the Preliminary Plat of Thaniel Addition Major Subdivision. The Planning Advisory Board conditionally approve the Final Plat of Phase 1 on June 9, 2015.

The Owner is partnering with NeighborWorks Great Falls to ensure that a portion of this new housing is also affordable. In a coordinated effort with the USDA Rural Development Mutual Self-Help Housing Program (MSH) and the Owner, NeighborWorks is planning six phases of ten MSH “sweat equity” homes in Thaniel Addition. This program requires homebuyer and construction education as well as hands on construction participation of participants in an effort to create successful homeowners and provide the opportunity to community members who otherwise wouldn’t have the opportunity through conventional financial means. For additional information, please refer to the attachments.

Final Plat Request

The Owner is requesting a Final Plat of Phase 1 of the subject property, which finalizes a portion of the proposed 90 lot subdivision. Phase 1 includes final plating 30 lots, which consists of 28 residential lots, a lot for the dedication of parkland, one large remaining lot that would be available for future subdivision and development, and dedication of the public rights-of-way. The applicant submitted a Draft Final Plat (Exhibit F), which shows the layout for the proposed subdivision. Approximately 13.474 acres will be annexed and final platted in phases over a six year period.

The subject property consists of ± 155.672 acres. The approved Preliminary Plat subdivided ± 28.152 acres along the southeast corner of the subject property into 88 lots that will be final platted in phases. This creates a density of 3.126 dwelling units per acre. The Owner will retain 28 of those lots to develop or sell himself, which is part of the Final Plat of Phase 1, with NeighborWorks Great Falls acquiring the remaining 60 lots for development of Mutual Self-Help Housing Program (MSH) homes. More information about the MSH phasing is provided in the Annexation Request section below. For the Final Plat of Phase 1, the Owner is also dedicating approximately 17.124 acres for parkland, which will include a storm water detention system, and the remaining ± 110.396 acres of undeveloped land, which will continue to be used for agricultural purposes until future development occurs.

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

Annexation Request

The subject property is ± 155.672 acres, of which the developer is requesting annexation of ± 142.199 acres from Cascade County into the City of Great Falls, as shown on the Final Plat of Phase 1, attached. The Preliminary Plat created 88 residential lots. The Thaniel Addition Phase 1 Final Plat includes the 28 lots retained by the Owner and all roadways dedicated in the phased area (attached). Thaniel Addition - Phase 2 through 7 will consist of 10 lots each and will remain in the County until completion of MSH houses are constructed, whereupon they will be annexed. As a result, the Black Eagle Fire Department will be providing fire protection to the structures until they are annexed. NeighborWorks plans on starting construction of the first 10 MSH homes in Thaniel Addition - Phase 2 immediately upon Final Plat approval by City Commission.

The Improvement Agreement outlines improvement requirements as it relates to the phasing of development of the subject property and obligations of the Owner at time of annexation into the City (attached). Expansion of the City limits and annexation at this time comes with concerns as to how the area will be developed in the future and what necessary infrastructure and street connectivity will be. Without information as to how the northwest portion of the subject property will develop, the property owner takes on the responsibility of addressing numerous infrastructure and service concerns incrementally. To address these concerns, the Improvement Agreement will also require the Owner take a cooperative approach and work with the owner of the property to the east.

Improvements

Roadways

Although a large parcel would be subdivided and annexed, the location of City services dictates the development begin from the far southeastern edge and then expand to the north and west. The first phases would connect to existing and future local roadways in subdivisions bordering on the east. 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. The parkland is removed from the first phase, but the developer will be required to commit to construction of sidewalks along the park frontage at such time as the adjoining street is constructed.

The existing transportation network and proposed roadway layout is expected to have sufficient capacity to accommodate traffic generated by the Phases 1-7. As full build-out approaches, however, connection to 6th Street Northwest will be made, and will likely necessitate improvements to that roadway. The City and County could both benefit from a maintenance agreement between the entities, to consider how and when maintenance occurs on 6th Street Northwest. Full City maintenance is recommended at such time as City road connections are made to 6th Street Northwest. However, until such time, it seems to make sense for the County to continue maintenance.

To better quantify the impact of the proposed subdivision upon the broader road network, 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. 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 \$149,565 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 Improvement Agreement for more information for utility improvements required.

Storm Water Management

The Owner shall install approved temporary storm drainage improvements at the time of construction. The Owner is working with the City Public Works and Planning and Community Development Departments and the owners of West Ridge Addition, S & L Development, for the general location of a principle detention pond located on the northwest corner of the subject property, with a secondary, larger detention pond to be located immediately north on the adjacent property. This portion of the project is in the preliminary planning stage, so both developers will be participating in the cost of a Storm Water Master Plan for the area, which will help determine what the ultimate improvements required will be. All storm water management plans related to the project will be reviewed and approved by the Public Works Department. Additionally, upon completion of the larger detention pond system the Owner must remove the temporary improvements.

Park Land

The Owner will fulfill the park land provision obligation imposed by 76-3-621, MCA by dedicating 11% of the total area, or ± 17.124 acres, of the subject property to the City of Great Falls, as shown on the Preliminary Plat. The location is acceptable to the Park and Recreation Department, as well as the terms of the Improvement Agreement as it relates to future maintenance of the park:

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.*

Ordinance 3130, which was approved by the City Commission at the Public Hearing on May 19,

2015, describes a reasonable proximity or a neighborhood park be within a walking distance of most of the homes it serves and which are indirectly paying for the land or cash dedicated. A reasonable walking distance is considered to be about 10 minutes. This translates to a maximum of a half-mile and is sometimes taken as only being a quarter-mile. Said Ordinance uses three-eighths (3/8) of a mile (1,980 feet) as a guideline, but incorporates some flexibility. The 3/8 mile buffer map for the proposed Thaniel Addition park land is attached to the Improvement Agreement. The proposed park is in a walkable location for the entire property and also encompasses a portion of Watson Coulee, enabling it to be monitored and preserved as a healthy drainage and wetland area in perpetuity.

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: 1) encourage a safe, adequate and diverse supply of housing and fair housing opportunities in the City; and 2) develop new and diverse housing supply throughout the City, including single-family residential, multi-family, and housing for those with special needs.

Additional supportive Policies that this project is consistent with include:

Social - Housing

- Soc1.4.1 Work with the private sector and non-profits to increase housing opportunities in the city.
- Soc1.4.2 Expand the supply of residential opportunities including single family homes, apartments, manufactured homes and assisted living facilities.
- Soc1.4.3 Encourage, promote and support adequate and affordable home ownership in the City.

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, its representative, and NeighborWorks presented information to Council #3 on May 7, 2015. The Council is extremely concerned about the impact the new traffic generated by residential development would cause on the existing infrastructure. Three Council members were present; two voted in support of the project and one voted against. A copy of the Council meeting minutes were provided to the Planning Advisory Board/Zoning Commission at the Public Hearing May 12, 2015. A written statement was also submitted and is attached.

Rezone Request

In conjunction with the Preliminary Plat, the Owner is requesting that the subject property be rezoned from County UR - Urban Residential to R-3 Single-family high density district upon annexation into the City of Great Falls. The park land being dedicated will ultimately be rezoned to POS Parks and Open Space upon annexation into the City. 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 topography and dedication of park land make this an attractive area for residential development, providing good views and suburban feel. The grid pattern of the proposed subdivision on the southeast corner of the property matches the adjacent development pattern immediately to the east and 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.

Also, in coordination with the NeighborWorks MSH homes needing to remain in the County until construction is complete for each phase, the Owner is taking the property through the rezoning process in the County in order to rezone it from SR1 - Suburban Residential to UR Urban Residential. This allows for higher density and smaller lots so the MSH lots that remain in the County are in conformance with County development standards.

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

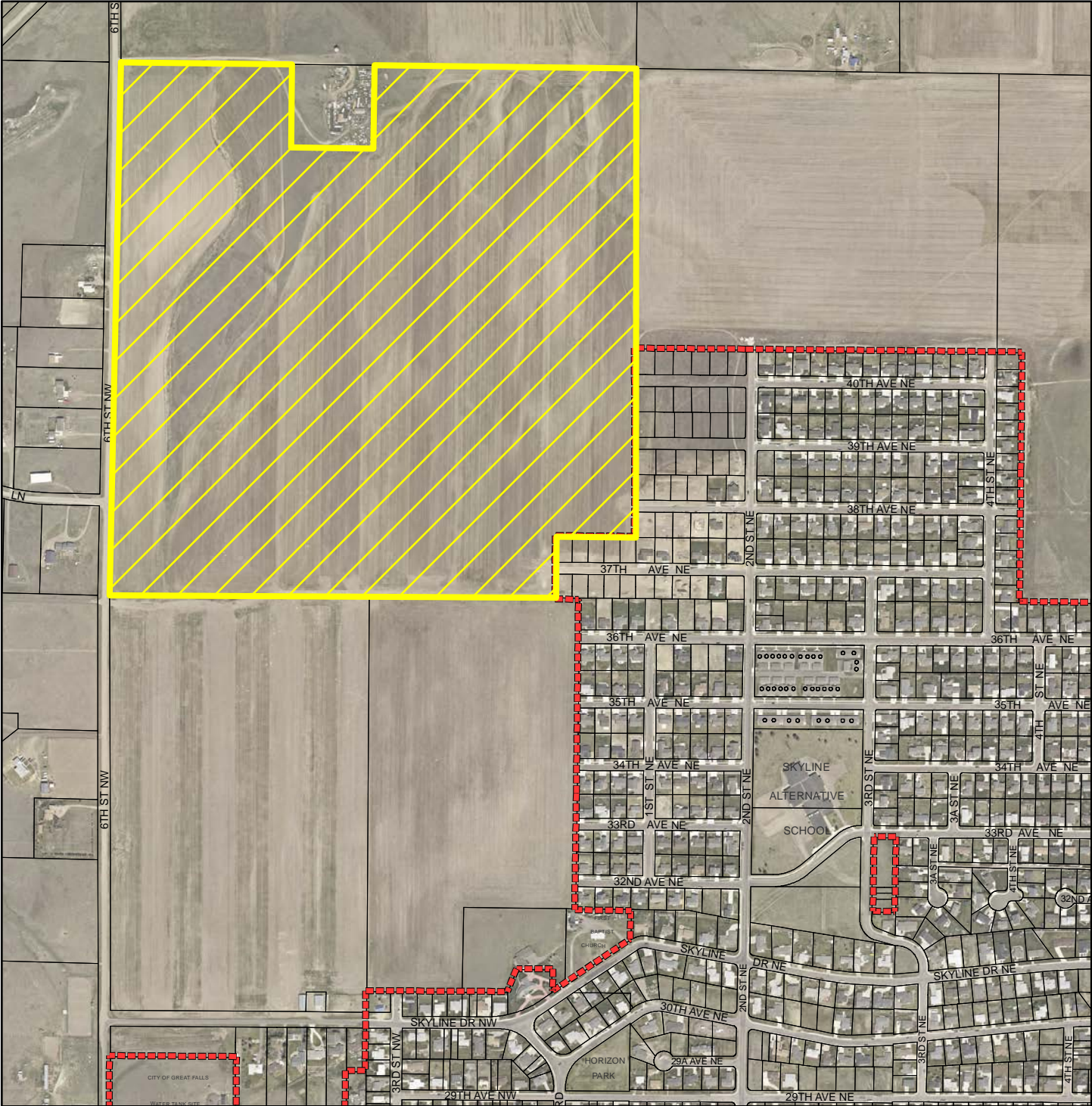
Attachments:




- Aerial Map
- Zoning Map
- Ordinance 3132
- Resolution 10112 with Attachment "A"
- Findings of Fact
- Draft Final Plat
- Phased Area established by the Preliminary Plat
- Sun River Watershed Group Letter and U.S. Army Corps of Engineers Study
- Traffic Analysis
- Submitted citizen statement
- Park 3/8 Mile Buffer
- Improvement Agreement with Exhibits I, II, III

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

Kendall Cox, Owner/Developer, 3516 13th Ave S, Great Falls, MT 59405
William Miller, Representative, DOWL, bmiller@dowl.com
Shawn Arthur, Representative, DOWL, sarthur@dowl.com
Al Rollo, Coordinator, Sun River Watershed Group, arollo7@msn.com
Vince Kolar, Cascade County Disaster and Emergency Services,
vkolar@cascadecountymt.gov

Aerial Map

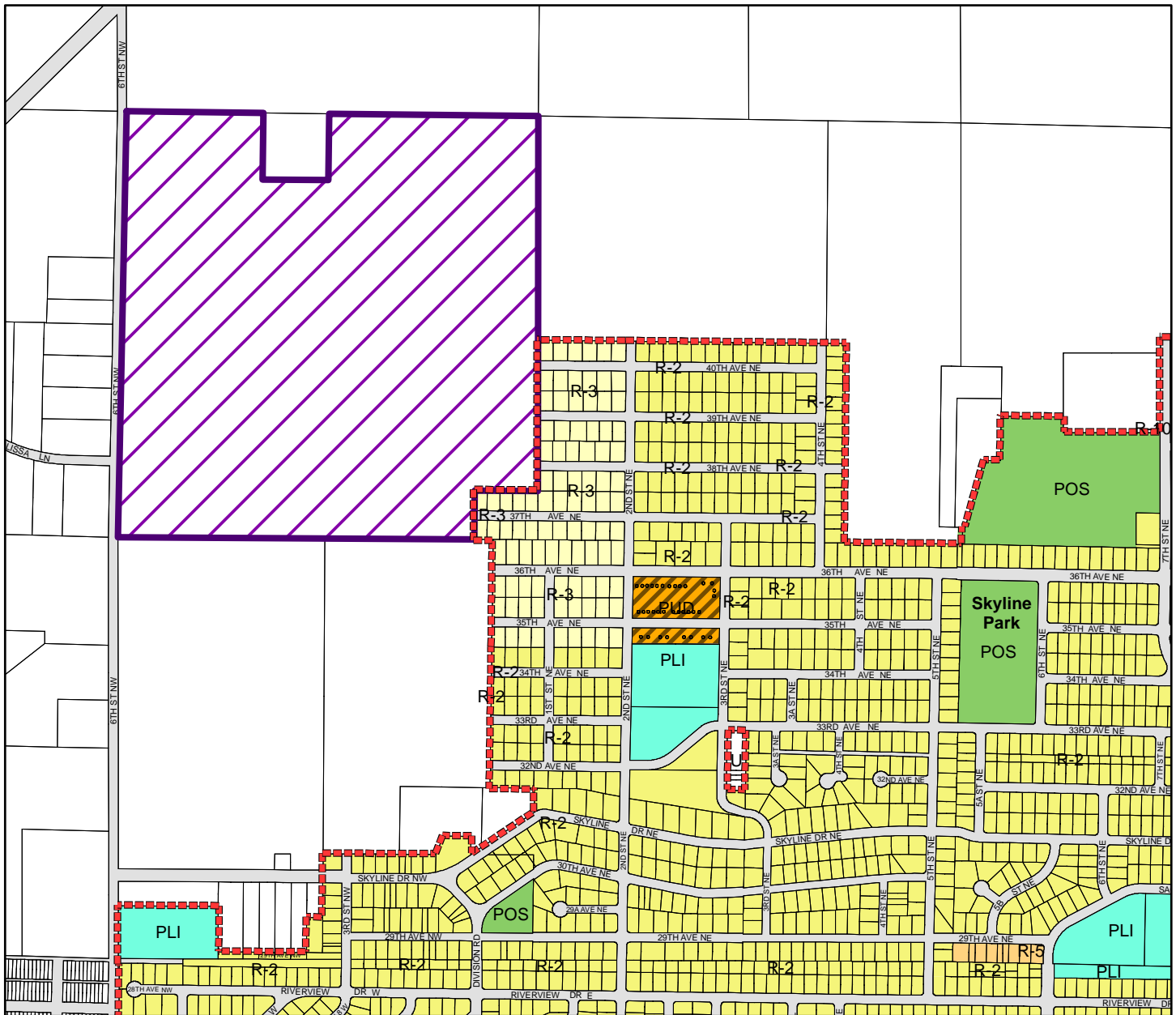


-  Subject property
-  City Limits
-  Tracts of Land



Thaniel Addition
Annexation, Zoning, Preliminary Plat

Zoning Map



Legend

--- City Limits

Subject property

Tracts of Land

right-of-way

ZONING

R-2 Single-family Medium Density

R-3 Single-family High Density

R-5 Multi-family Medium Density

R-10 Mobile Home Park

PUD Planned Unit Development

PLI Public Lands and Institutional

POS Parks and Open Space

U Unincorporated Enclave



600 300 0 600 Feet

Thaniel Addition
Annexation, Zoning &
Preliminary Plat

ORDINANCE 3132

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3
SINGLE-FAMILY HIGH DENSITY DISTRICT TO THE PROPERTY
LEGALLY DESCRIBED AS TYNDALL MINOR COUNTY
SUBDIVISION TRACT 2, LOCATED IN THE SW¼ SECTION 26,
TOWNSHIP 21 NORTH, RANGE 3 EAST, CASCADE COUNTY,
MONTANA

* * * * *

WHEREAS, Kendall and Maxima Cox are the owners of record and have petitioned the City of Great Falls to annex the subject property, consisting of ±155.67 acres, as legally described above; and,

WHEREAS, Kendall and Maxima Cox have 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 7th day of July, 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 June 2, 2015.

ADOPTED by the City Commission of the City of Great Falls, Montana, on second 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 3132 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)

RESOLUTION 10112

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA, TO EXTEND THE BOUNDARIES OF SAID CITY TO INCLUDE THANIEL ADDITION MAJOR SUBDIVISION PHASE 1 OF THE TYNDALL MINOR COUNTY SUBDIVISION TRACT #2, LOCATED IN THE SW ¼ SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, 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:

Thaniel Addition Major Subdivision Phase 1 of the Tyndall Minor County Subdivision Tract #2, located in the SW ¼ Section 26, Township 21 North, Range 3 East, Cascade County, Montana, and consisting of ±142.199 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 Thaniel Addition Major Subdivision Phase 1; 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; and

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

WHEREAS, all of the proceedings herein have been conducted in strict compliance with and in conformity to the laws of the Montana Code Annotated, Title 7, Chapter 2, Part 46. Annexation by Petition, and all conditions, acts, and 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: "Thaniel Addition Major Subdivision Phase 1 of the Tyndall Minor County Subdivision Tract #2, located in the SW ¼ Section 26, Township 21 North, Range 3 East, Cascade County, Montana."

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

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

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

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on this 7th day of July, 2015.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara R. Sexe, City Attorney

Thanie Addition Major Subdivision Phase 1
Annexation

FINDINGS OF FACT

Thaniel Addition Major Subdivision Phase 1, legally described as Tyndall Minor
County Subdivision Tract 2, located in the SW¼ 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 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 lift station, to be constructed on the northeast corner of the subject property, 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. 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 ± 1 to 2 miles away depending on where one is on the subject property. Ultimately the subdivision will receive law enforcement and fire protection service from the City of Great Falls; however, as the MSH homes will remain in the County until construction is completed and annexation is finalized, the Black Eagle Fire Department will still provide fire response to those homes in the interim. 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 paving of the roadways within the subdivision and plans on installing said improvements within the phased residential area of the subject property over the next two construction seasons. 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, and the Owner pay its proportional share, 70%, 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 the Draft Improvement Agreement 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 will generally flow to the northwest of the subject property. The dedication of a natural drainage on the subject property, which runs to Watson Coulee, for park land will preserve this natural drainage feature and ensure that it is managed properly. 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. The City understands that this 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. However, preservation of the major drainage as park dedication will encourage upland game bird habitat development and use.

Effect on Public Health and Safety: Based on available information, the subdivision is not subject to abnormal potential natural hazards such as wildfire, avalanches or rockslides; however, the drainage basin that the subject property is located in 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 by the permanent access easements in the Preliminary Plat. The grid pattern established by the adjacent neighborhoods to the east is continued on the subject property, as practical in relation to the topography of Watson Coulee and the dedication of the park land. The Owner agrees to the dedication and installation of the roadways that are within the phased area of the Preliminary Plat over the next two construction seasons. These improvements will include the north-south extension of 3rd Street Northwest and Division Road, and the east-west extension of 37th Avenue Northeast, 38th Avenue Northeast, 39th Avenue Northeast, 40th Avenue Northeast, and 41st Avenue Northeast, all as shown on the Preliminary Plat. These will be public right-of-ways maintained by the City of Great Falls after construction is completed.

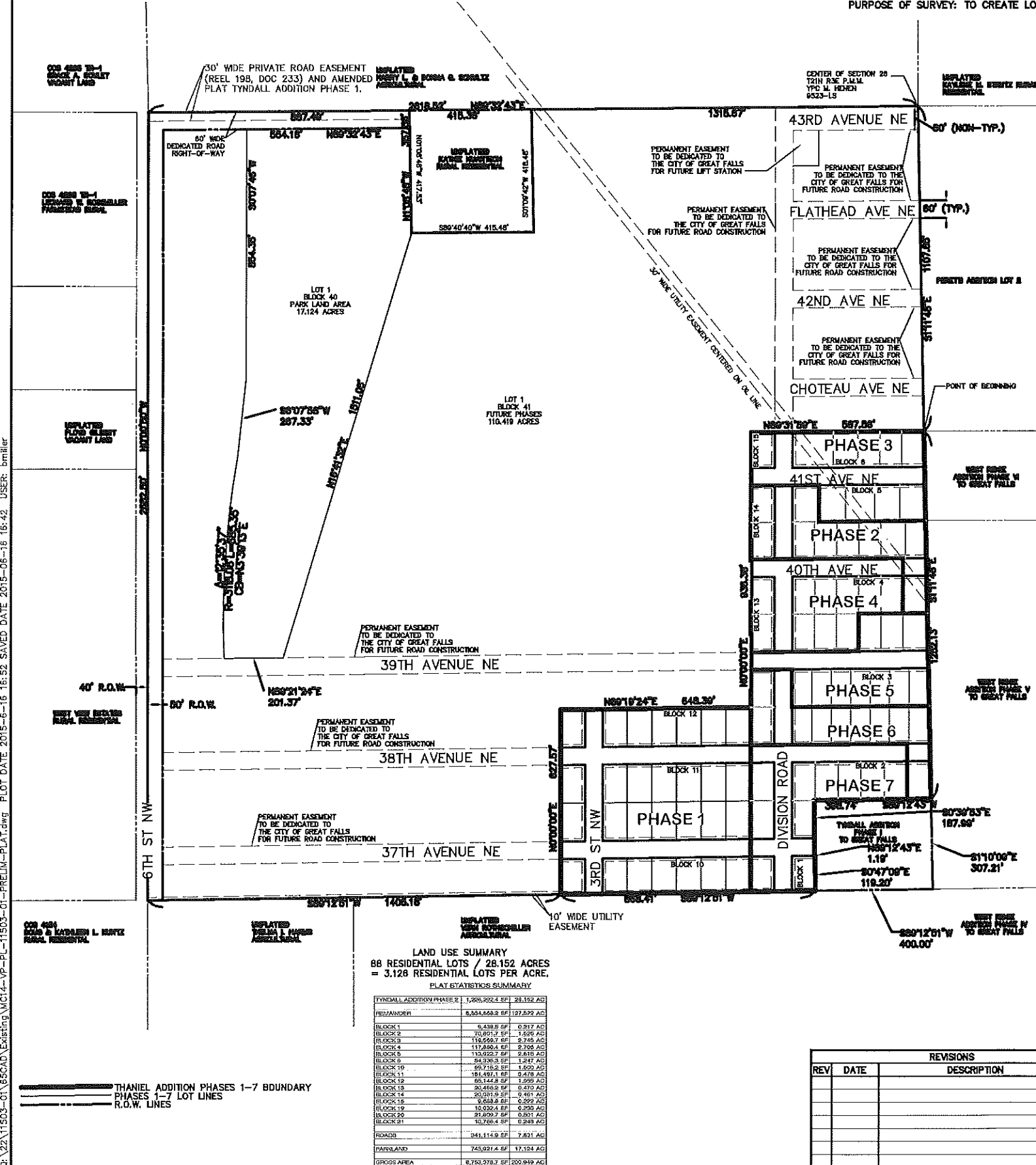
FINAL PLAT OF THE
THANIEL ADDITION MAJOR SUBDIVISION
OF THE TYNDALL MINOR COUNTY SUBDIVISION TRACT #2
LOCATED IN THE SW 1/4 OF SECTION 26, T21N, R3E, P.M.M.
CASCADE COUNTY, MONTANA

PURPOSE OF SURVEY: TO CREATE LOTS FOR CONVEYANCE.

LEGEND

- - 1/2" REBAR AND PLASTIC CAP SET MARKED "REED 28997 LS"
- ✕ - SECTION CORNER FOUND
- ✕ - QUARTER CORNER FOUND
- - 1/2" REBAR AND PLASTIC CAP FOUND MARKED "NEELEY 14105- LS"

200 0 200
SCALE IN FEET



LAND USE SUMMARY
88 RESIDENTIAL LOTS / 28.152 ACRES
= 3.128 RESIDENTIAL LOTS PER ACRE.
PLAT STATISTICS SUMMARY

TYNDALL ADDITION PHASE	1,200,000.4 SF	28.152 AC
TOTAL	8,554,848.2 SF	127,822 AC
PHASE 1	4,438.8 SF	0.017 AC
PHASE 2	70,801.7 SF	1.626 AC
PHASE 3	116,255.7 SF	2.745 AC
PHASE 4	117,480.4 SF	2.706 AC
PHASE 5	113,922.7 SF	2.618 AC
PHASE 6	54,230.3 SF	1.247 AC
PHASE 7	59,715.2 SF	1.362 AC
PHASE 8	181,487.1 SF	4.176 AC
PHASE 9	65,144.8 SF	1.509 AC
PHASE 10	30,456.2 SF	0.702 AC
PHASE 11	20,001.9 SF	0.461 AC
PHASE 12	9,553.8 SF	0.220 AC
PHASE 13	10,050.4 SF	0.230 AC
PHASE 14	21,600.7 SF	0.501 AC
PHASE 15	10,766.4 SF	0.248 AC
ROADS	241,114.9 SF	5.561 AC
PARKLAND	745,921.4 SF	17.124 AC
GROSS AREA	8,783,378.7 SF	200,949 AC

CERTIFICATE OF PUBLIC SERVICE 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 Thaniel Addition, and the survey it represents, and that I find the same conform to regulations governing the platting of lands, and to presently plotted adjacent land, as near as circumstances will permit and I do hereby approve the same. Dated this _____ day of _____, 2015.

Jim Rearden
Public Service Director
City of Great Falls, Montana

CERTIFICATE OF CITY COMMISSION

I, Gregory T. Doyon, City Manager of Great Falls, Montana, do hereby certify that the accompanying plat was duly examined and approved by the City Commission of the City of Great Falls at its regular meeting held on the _____ day of _____, 2015.

Gregory T. Doyon
City Manager, City of Great Falls, Montana

CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, Gregory T. Doyon, City Manager of the City of Great Falls, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the _____ day of _____, 2015, 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 said facilities of the City of Great Falls, Montana, and this certificate is made pursuant to section 78-4-125 (2) (a) M.C.A., permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

Gregory T. Doyon
City Manager, City of Great Falls, Montana

CERTIFICATE OF GREAT FALLS PLANNING BOARD

We, the undersigned, Craig Raymond, Director of said Great Falls Planning Board, Great Falls, Cascade County, Montana, and Lee Nellis, Deputy Director of said Great Falls Planning Board, do hereby certify that the accompanying Subdivision Plat of Thaniel Addition, to Great Falls, Cascade County, Montana has been submitted to the said Great Falls Planning Board of Great Falls, Cascade County, Montana, for examination by them and was approved at a meeting held on the _____ day of _____, 2015.

Craig Raymond
Director, Great Falls Planning Board

Lee Nellis
Deputy Director, Great Falls Planning Board

CERTIFICATE OF EXCLUSION FROM MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW

The THANIEL ADDITION SUBDIVISION, Cascade County, Montana, is within the City of Great Falls, Montana, a first-class municipality, and within the planning area of the Great Falls growth policy which was adopted pursuant to MCA 78-1-601 et seq., and can be provided with adequate stormwater drainage and adequate municipal facilities. Therefore, under the provisions of MCA 78-4-125(2)(d), this subdivision is excluded from the requirement for Montana Department of Environmental Quality Review.

DATED this _____ day of _____, 20____.

Director of Public Works
City of Great Falls, Montana

SURVEY MONUMENT NOTE

Not all monuments may be set at the time of the filing of this plat due to ground disturbances by contractors installing improvements to the subdivision. All monuments will set within 240 days of the filing of the plat, as per ARM 24.183.1101(1)(d).

CERTIFICATE OF COUNTY TREASURER

I, _____, Treasurer of Cascade County, Montana, do hereby certify pursuant to 76-3-611 (1)(b), MCA, that all real property taxes assessed and levied on the land described below and encompassed by the proposed THANIEL ADDITION MAJOR SUBDIVISION PHASES 1-7 have been paid.

DATED this _____ day of _____, 20____.

Treasurer of Cascade County

CERTIFICATE OF CLERK AND RECORDER

I, _____, Clerk and Recorder of Cascade County, Montana, do hereby certify that the foregoing instrument was filed in my office at _____ o'clock _____ M. this _____ day of _____, A.D., 20____, and recorded in Book _____ of Plats on Page _____, Records of the Clerk and Recorder, Cascade County, Montana.

Clerk and Recorder

CERTIFICATE OF DEDICATION

We, the undersigned property owner(s), do hereby certify that we have caused to be surveyed, subdivided and platted into lots, blocks, streets and alleys, as shown by the plat hereto annexed, the following described land in Great Falls, Cascade County, Montana, to wit:

LEGAL DESCRIPTION

The land being described lies in the, SW1/4 of Section 26, T 21 N, R 3 E, P.M.M. Cascade County, Montana.

PHASES 1-7 of Thaniel Addition to the City of Great Falls; Beginning at the Northeast corner of the tract herein described, from which point the Center 1/4 Corner of Section 26 marked by a yellow plastic cap marked M. Henen 9523-1S bears North 1°11'48" West a distance of 1107.85 feet; thence from said Point of Beginning, South 1°11'48" East, 1,252.13 feet to the Northeast Corner of Tyndall Addition Phase 1; thence South 89°12'43" West, 398.74 feet; thence South 0°39'53" East, 187.99 feet; thence North 89°12'43" East, 1.19 feet; thence South 0°47'09" East, 119.20 feet to the South Line of Section 26; thence along said South Section Line, South 89°12'51" West, 888.41 feet; thence North 0°0'0" East, 627.57 feet; thence North 89°19'24" East, 648.39 feet; thence North 0°0'0" East, 936.38 feet; thence North 89°31'59" East, 587.56" to the True Point of Beginning, containing a gross area of 28.152 Acres more or less.

EXCEPTING AND RESERVING, SUBJECT TO AND TOGETHER WITH, all utility easements as shown or described on this plat, and subject to all recorded and unrecorded easements.

The above described tract of land is to be known and designated as the subdivision plat of Thaniel Addition, to the City of Great Falls, Cascade County, Montana, and the lands included in all streets, avenues, and parks or public lands shown on said plat are hereby granted and donated to the use of the public forever.

REMAINDER DESCRIPTION

That portion of the SW1/4 of Section 26, T 21 N, R 3 E, P.M.M., Cascade County, Montana, less Phase 1 Tyndall Addition to the City of Great Falls, Thaniel Addition to the City of Great Falls, Park Land Dedication, and an unplatted parcel located in the NW1/4 of the SW1/4 of said Section 26 currently owned by Kathie Huatson, containing a gross area of 127.522 Acres more or less.

NOTICE OF SOIL CONDITIONS

Take notice all prospective purchasers of land in this subdivision that the soils contained on lots within this subdivision may not adequately accommodate load bearing improvements or structures without appropriate remedial measures and may be susceptible to adverse groundwater conditions. As such, all prospective purchasers are advised to consult with and obtain the recommendation of a geo-technical engineer before initiating construction.

Kendall G. Cox _____ this day _____ of _____, 2015.

Maximo S. Cox _____ this day _____ of _____, 2015.

State of Montana
County of Cascade

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the persons who executed the foregoing Certificate of Dedication, and they acknowledged to me that they executed the same.

Signature of Notary

Printed Name of Notary
Notary Public for the State of Montana
Residing at Great Falls, Montana
My commission expires _____

CERTIFICATE OF SURVEYOR

I, the undersigned, Timothy R. Reed, Professional Land Surveyor No. 28997 LS, do hereby certify that between March 2014 and _____, 20____, I surveyed the THANIEL ADDITION SUBDIVISION, and platted the same as shown on the accompanying plat and as described, in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625, MCA.

DATED this _____ day of _____, 20____.

Timothy R. Reed
Professional Land Surveyor No. 28997 LS



REVISIONS			
REV	DATE	DESCRIPTION	BY



WWW.DOWLER.COM

106 1st Avenue South, Suite A
Great Falls, Montana 59401
406-453-4085

THANIEL ADDITION MAJOR SUBDIVISION
GREAT FALLS, MONTANA

FINAL PLAT

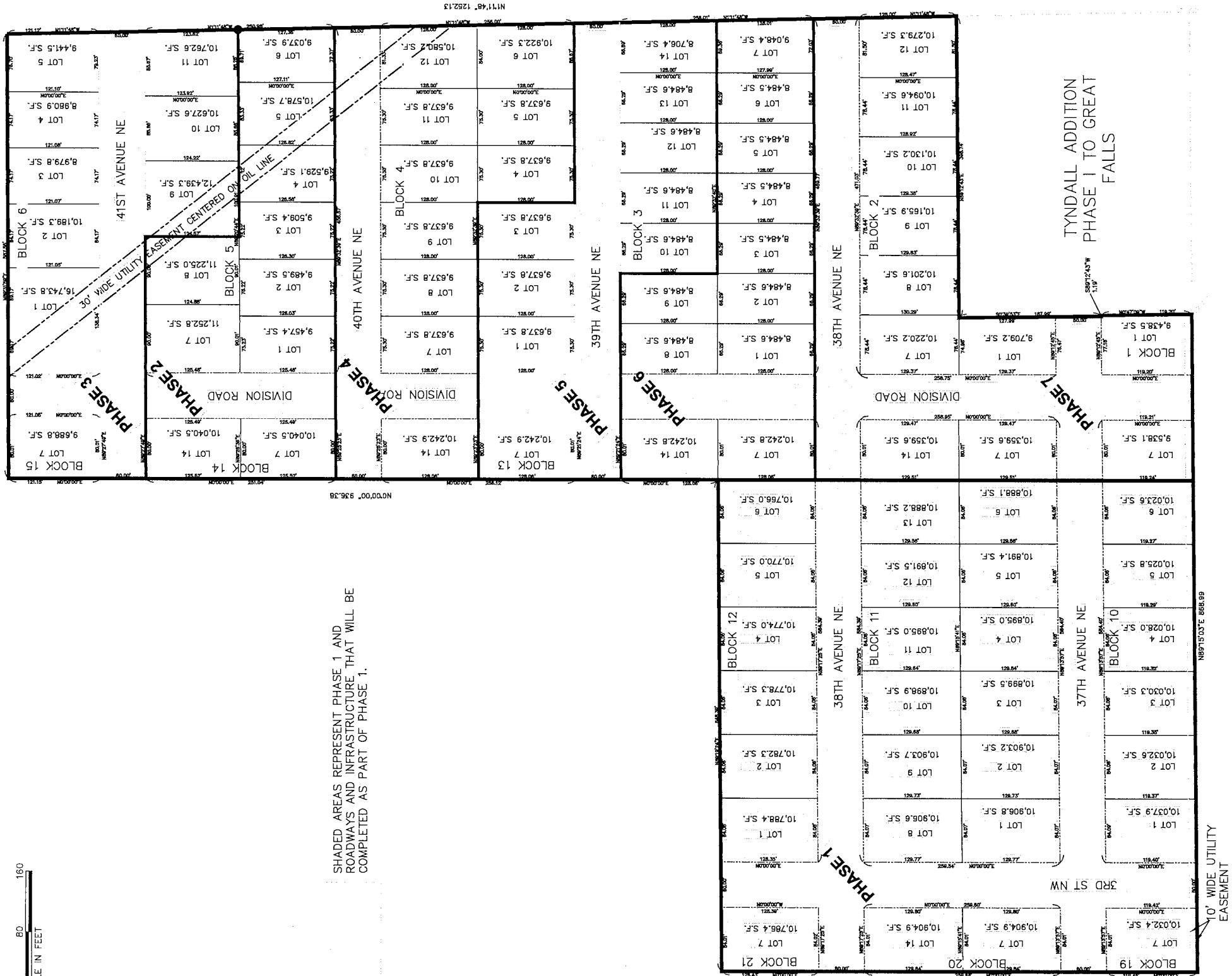
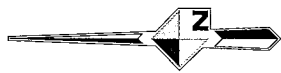
SW 1/4 SECTION 26, T21N, R3E
P.M.M., CASCADE COUNTY

PROJECT 4722.11503.01

DATE 8/04/2015

SHEET

1 OF 3



SHADED AREAS REPRESENT PHASE 1 AND
ROADWAYS AND INFRASTRUCTURE THAT WILL BE
COMPLETED AS PART OF PHASE 1.

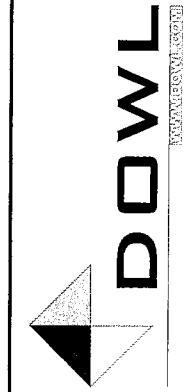
THANIEL ADDITION TO GREAT FALLS
GREAT FALLS MONTANA

PHASES 1-7

PROJECT 4722.11503.01
DATE 05/05/2015

SHEET
FIG #1

REVISIONS		BY
REV	DATE	DESCRIPTION





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

April 30, 2015

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

RE: Tyndall Addition

Dear Great Falls Planning Department:

The Sun River Watershed Group (SRWG) would like to voice some concerns on the Tyndall 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 contaminants 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
-------------------------	----

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
Curs - 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.

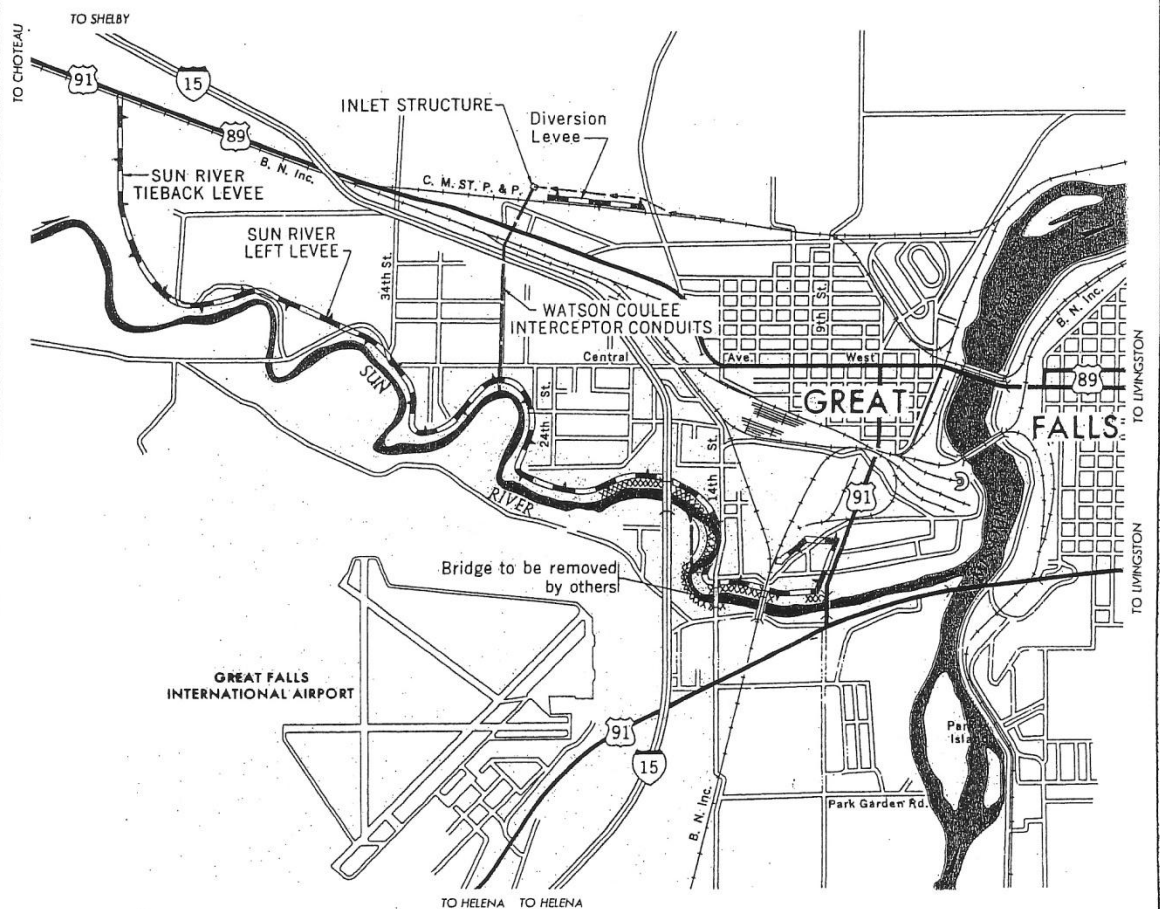
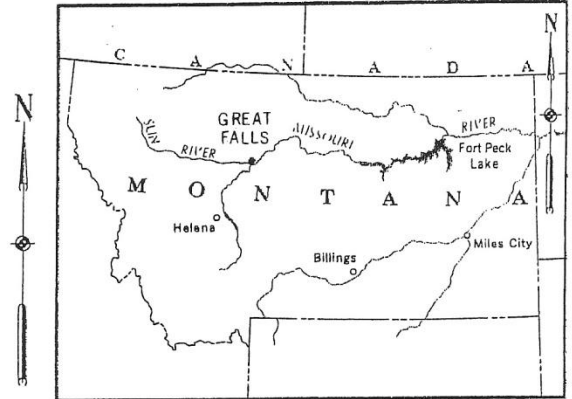
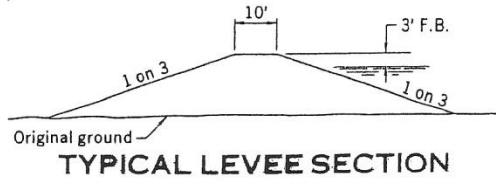
5.2.1 Conduits. The joints should be inspected to monitor any differential settlement which might separate the joints between the pipe sections. If the joints separate sufficiently, flows from the Sun River could flow into the protected area.

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.







PLAN

SCALE IN FEET

2000 0 2000 4000

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

Thaniel Addition Traffic Analysis

Proposed Development Characteristics: A ±155.672 acre single-family development is proposed for annexation and preliminary platting upon a parcel of land lying generally east of 6th St NW, south of its connection with Vinyard Road and generally west of the existing and future 37th through 43rd Avenues NE. The first phase will include 88 lots in the southeast quadrant of the parcel, connecting to 37th, 38th, 39th, 40th and 41st Avenues NE.

Existing Conditions: Although a large parcel would be subdivided and annexed, the location of City services dictates the development begin from the far southeastern edge and then expand to the north and west. The first phases would connect to existing and future local roadways in subdivisions bordering on 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 Street NE/NW serves as a collector roadway for this area of Great Falls, and has been identified as a potential roadway for traffic calming by the neighborhood.

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. Additional internal roads to serve the development will be planned and constructed as future phases are considered.

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 837 estimated daily trips from the 88 units.

Trip Distribution:

Primary access to and from the lots in Phases 1 through 7 will be via 37th, 38th, 39th, 40th and 41st Avenues. 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.

2nd Street NE has adequate capacity to accommodate the trips to be generated by the Phases. Depending upon the origins/destinations of vehicles, the vehicles will take various route - trips will not be concentrated on one specific route other than 2nd Street NE.

Eventual build-out of the subdivision, as well as development of the vacant land immediately south 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. The parkland is removed from the first phase, but the developer will be required to commit to construction of sidewalks along the park frontage at such time as the adjoining street is constructed.

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 proposed for the area, and City staff will work with the developer to connect the neighborhood to the park 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 1-7. As full build-out approaches, however, connection to 6th Street Northwest will be made, and will likely necessitate improvements to that roadway.

The City and County could both benefit from a maintenance agreement between the entities, to consider how and when maintenance occurs on 6th St NW. Full City maintenance is recommended at such time as City road connections are made to 6th St NW. However, until such time, it seems to make sense for the County to continue maintenance.

To better quantify the impact of the proposed subdivision upon the broader road network, 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 City and County should pursue an interagency agreement regarding the maintenance of the road segment adjoining 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.
- Future phases must ensure safe connections to and from the park, both for vehicles, pedestrians and bicyclists. When roads are extended past the dedicated park, the developer shall construct streets that meet full city standards, including sidewalks along the park frontage.
- For its half of a projected 100 foot right-of-way necessary for 6th St NW, the developer will dedicate 50 feet of right-of-way. Currently, the roadway is a 30-foot easement, either side of the section line.
- All curb cuts connecting to and sidewalks adjacent to City streets must be approved by the City of Great Falls prior to beginning construction.

Planning Department
City of Great Falls
Great Falls MT

May 12th, 2015 1:45pm

RE: Kendell Cox development Thaniel Addition

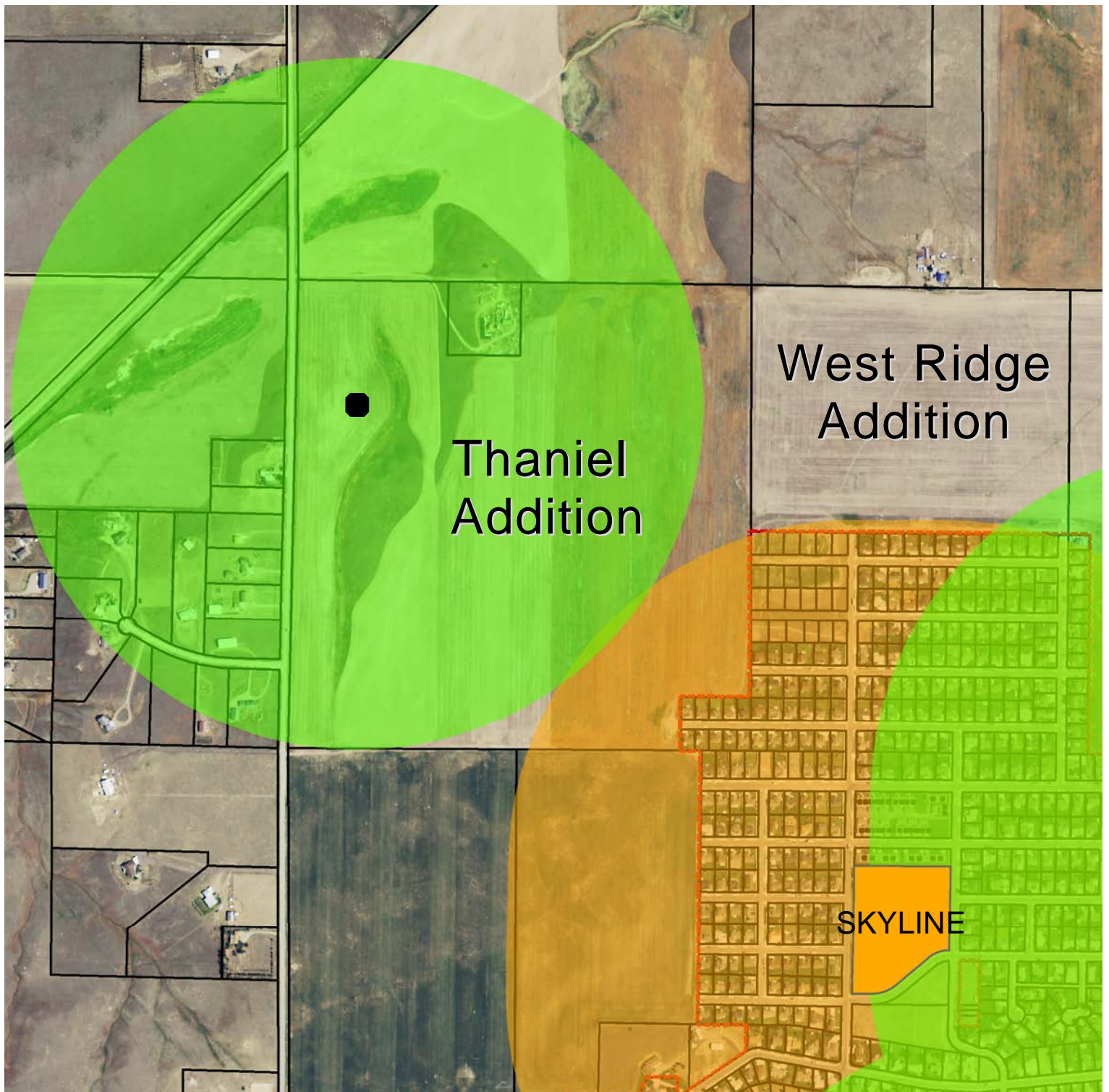
Dear Planning Advisory Board and Galen Amy Planner II,

We own the property South West of the proposed development. Development is fantastic if done in a way that will benefit all surrounding area. The concerns that we have pertain to three main areas.

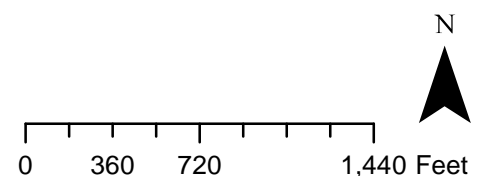
1. **Reduction of Property and Home values** – The rural homes in that area easily have a much greater value than the proposed 60 out of the 88 lots that will be part of the Neighbor Works Mutual Self Help Housing Program. It has come to my attention that the MSH Homes are valued at current market value. This is hard to believe considering that the surrounding *homes* range between \$290 and \$490K. We are strongly opposed to having our property devalued due to the proposed MSH housing.
2. **Increased traffic and costs on 6th Street NW** – The County currently struggles to keep this road in good condition. With increased traffic and construction vehicles, the dust, gravel, and overall wear and tear on this road will need repair. What will an increase in maintenance mean to the surrounding home owners not benefiting financially from the addition?
3. **Enforced Covenants** – It is mentioned that there will be covenants for the area. What are they and who will enforce them? I would be curious if there are covenants for any other MHS housing areas...if so why are they not being enforced?

Doug and Katy Kuntz
3600 6th Street NW
Great Falls MT

Proposed Thaniel Addition Park 3/8 Mile Buffer



- Thaniel Addition Park Centerpoint
- 3/8 Mile Thaniel Addition Park Centerpoint Buffer
- Schools with Playstructure
- 3/8 Mile Buffer
- 3/8 Mile Buffer
- City Limits
- Parcels



Improvement Agreement for the Thaniel Addition Major Subdivision Phase 1

This is a binding agreement (Agreement) between the City of Great Falls (the City) and Kendall G. and Maxima S. Cox the owner (the Owner) of the Thaniel Addition (the Development), the preliminary plat of which was approved by the Great Falls City Commission on June 2, 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 begins for each phase;
- 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 operation and maintenance by the City;
- requires the Owner to reimburse the City for the installation of sanitary sewer improvements; prepare a storm drainage master plan accounting for any impacts from upstream basins and the installation of the facilities identified 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 collector or minor arterial 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 P.O. Box 5021. Great Falls, MT 59403. The Owner's representative in the administration of this agreement shall be Kendall G. and Maxima S. Cox at 3516 13th Avenue South, Great Falls, MT 59405.

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 14 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 19 of this Agreement will continue indefinitely, except as provided by Subsection 19.3. 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 9 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 13 of this Agreement. It may also void this Agreement and the vested rights established by Section 8, below.

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 12, below, 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 described as Thaniel Addition Major Subdivision Phase 1 as it is shown on the preliminary plat approved by the Great Falls City Commission on June 2, 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 of this Agreement. 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 16 of this Agreement.

9. Preliminary Plat. This agreement is based on the preliminary plat and accompanying materials approved by the City Commission on June 2, 2015. Changes in that plat and the accompanying materials are governed by Section 16 of this Agreement. To remain valid, the preliminary plat must be periodically renewed because 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. The preliminary plat may also be renewed if and when an amendment is approved.

10. 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.

10.1 Final Plats/Plans. Final construction plans, including estimated costs and a proposed method of providing the securities required by Section 13 of this Agreement, and a final plat must be submitted for each phase identified in the phasing plan. As provided by Subsection 4.2, 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.

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

10.3 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.

10.4 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.

11. 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 or shall provide a financial security as prescribed in Section 13. The on-site improvements shall include everything required to provide water, sanitary sewer, storm water management, and access, including streets, serving each lot proposed in the Development. Sidewalk installation will be the responsibility of the owner of each individual lot and will be installed before issuance of Certificate of Occupancy. The street and sidewalk system within the Development shall also provide adequate connections to the park land that will be dedicated as provided by Section 18 of this Agreement. All on-site improvements will be installed at the Owner's expense, in accord with the requirements of the OCCGF and this Agreement. The Owner will be reimbursed the cost of upsizing the water main if it is required by the Director of Public Works.

12. 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.

12.1 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 \$149,565 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 12.2, of this Agreement, and due phase-by-phase, for the number of lots in each phase, before work begins on that phase.

12.2 Sanitary Sewer Lift Station and Force Main: Calculating the Proportional Share. The Developer's per lot proportional share of the sanitary sewer improvements described in Subsection 12.1 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 combined with the estimated cost of future upgrades, 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 12.3 of this Agreement.

12.3 Sanitary Sewer Lift Station and Force Main: 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 \$1,009.00, which is based on cost estimates prepared by the Public Works Department at the time this Agreement was approved. These cost estimate calculations are provided in Appendix B of this document. 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.

12.3.1 The City will pay the appraised value of the land needed for the lift station. The appraised value is shown in Appendix B.

12.4 Storm Water. 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. A storm water fee of \$35,549.75 shall be paid to the City within 30 days from approval of Phase 1. This fee is calculated as follows: \$250.00 per acre multiplied by ± 142.199 acres for Phase 1. The \$250.00 per acre storm water fee for the remaining ± 13.474 acres of the subject property for Phases 2 - 7 shall be paid as each phase annexes.

12.4.1 The Owner will complete a storm drainage master plan in accordance with the City's Storm Drain Design Manual. Peak flow from the Development shall be limited to that occurring under a pre-development condition considering a 5-year 2-hour storm. The Development may initially be

addressed with temporary facilities installed by and at the expense of the developer, as provided by Section 20 of this Agreement.

12.4.2 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 17 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 the Development along with any upstream sub-basins 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 is responsible for the cost of designing and constructing both temporary and/or permanent storm water facilities, either within or outside of the Development. Reimbursement from other property owners for managing storm water contributions from other upstream basin areas may be due to the Owner, as provided in Item 12.4.4 of this Agreement.

12.4.3 The storm drainage master plan prepared by the Owner in compliance with Item 12.4.2 of this Agreement must be approved by the Director of Public Works before any construction other than that permitted by Subsection 12.5 begins.

12.4.4 As provided by Section 17 of this Agreement, the Owner will be eligible for reimbursement of a pro-rated percentage of the costs of land acquisition, if any, and a pro-rated percentage of the cost of engineering and construction of facilities as required by Item 12.4.2 to serve other drainage basins and/or development when development of other properties in surrounding or upstream sub-basins is permitted by the City.

12.5 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 12.4.2 of this Agreement is complete. If the Owner chooses to do this, temporary storm water management facilities must be installed, as required by Item 12.4.1 of this Agreement.

12.6 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:

12.6.1 The Owner will build the full section of that segment of 43rd Avenue NW that is included in the Development to a "Collector" as identified in the City's Transportation Plan and OCCGF 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 17 of this Agreement, and/or from a special improvement district that is responsible for major street improvements serving the Development and the surrounding area.

12.6.2 The Owner will pay its proportional share, 70% of \$10,000.00, 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.

12.6.3 The Owner's share of the costs of the required traffic study is \$7,000. This amount will be due and payable within 30 days after the execution of this Agreement.

12.6.4 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.

12.6.5 Notwithstanding the provisions of 12.6.2, if it is determined that the area for the traffic study, required above, applies to areas beyond the Owner's property and adjacent West Ridge Addition Phase VII - XI property, the City will contribute its proportionate share toward the costs of said study.

12.7 Waiver of Protest. Owner agrees to waive 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. As with all other provisions of this agreement, this waiver applies to the Binding Effect of Section 27.

13. 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.

13.1. 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. Total estimated cost of the required on-site improvements is \$1,819,534.00. These construction cost estimates are listed under Appendix A of this document. This estimate can change based on bids received, reviewed and approved by the City Public Works Department.

13.2 Release of Security. The security required by Subsection 13.1 of this Agreement shall be returned or released upon acceptance of the required on-site improvements, except as provided in Section 14. 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 14 of this Agreement, to the Owner.

14. 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 13 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 13.2 of this Agreement for the release of securities.

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

15.1 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.

15.2 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.

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

16. 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.

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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 changes in 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.

17. Reimbursements. The parties recognize that some improvements required by Section 12 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 NW and any improvement of 6th Street NW that may be required, and to landowners who benefit from the storm drainage facilities as required in the storm drainage master/storm water management plan. Such land hereinafter will be referred to as beneficiary parcels.

17.1 Beneficiary Parcels: Streets. The beneficiary parcels from which reimbursements for the costs of transportation improvements, including street design and construction, may be required are mapped in Exhibit II.

17.2 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 III.

17.3 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 II and III reimburse the Owner for their proportional share of the costs of the planning and construction that is required by Section 12 of this Agreement.

17.4 Regardless of Sale or Division. Reimbursements will be due, if required by the City, from the parcels identified in Exhibits II and III 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 beneficiary will be required to reimburse the Owner in compliance with this Section.

17.5 Reimbursement Calculation. The proportional share of the costs of the planning and construction required by Section 12 of the Agreement that must be paid by the beneficiary parcels will be calculated as follows:

17.5.1 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.

17.5.2 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.

17.5.3 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 II or III, whichever is applicable. 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.

17.5.4 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.

17.6 Potential City Reimbursements to Owner. The Owner may receive reimbursements from the City for the following items:

17.6.1 The Owner will be reimbursed the cost of upsizing the water main if it is required by the Director of Public Works.

17.6.2 The Owner will be reimbursed for the appraised value of the land needed for the lift station.

18. Park Land Dedication. The Owner will fulfill the park land provision obligation imposed by 76-3-621, MCA by dedicating 11% of the total area of the Development to the City of Great Falls, as shown on the preliminary plat approved by the City Commission on June 2, 2015. The certificate of dedication shall appear on the final plat of the first phase of the Development.

19. 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, effective after Certificate of Occupancy.

19.1 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.

19.2 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 U.S. Bureau of Labor Statistics for the Western Region.

19.3 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.

20. 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.

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.4.1 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.

20.4.2 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.

20.5 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.

21. Interim Land Use. The current agricultural use may continue on those portions of the Development that are not being actively developed. This includes the dedicated park land, which will be available to and maintained by the Owner as provided by Section 22, 23, and 24 of this Agreement, until the City begins development of the park and associated storm water management facilities.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 this 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

KENDALL G. COX

State of _____)
:SS.
County of _____)

On this _____ day of _____, in the year Two Thousand and Fifteen, before me, the undersigned, a Notary Public for the State of _____, personally appeared _____, 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 _____

(NOTARIAL SEAL)

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

OWNER

MAXIMA S. COX

State of _____)
:ss.
County of _____)

On this _____ day of _____, in the year Two Thousand and Fifteen, before me, the undersigned, a Notary Public for the State of _____, personally appeared _____, known to me to be the persons whose names are subscribed to the instrument within and acknowledged to me that they executed the same.

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

Notary Public for the State of _____

(NOTARIAL SEAL)

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

Appendix A

Construction Cost Estimate for On-Site Improvements

Thaniel Addition Major Subdivision

Provided by Dowl HKM, reviewed by City of Great Falls Public Works Department

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total Price
0100	Embankment – Temporary Storm Drainage Pond	1500	CY	4.00	6,000.00
0101	Road Section	20281	SY	33.00	669,273.00
0102	Curb and Gutter	11342	LF	18.00	204,156.00
0103	Valley Gutter	2604	SF	10.00	26,040.00
0104	8" Water Main	5943	LF	55.00	326,865.00
0105	8" Tee	7	EA	500.00	3,500.00
0106	8" Valve	21	EA	1,500.00	31,500.00
0107	Fire Hydrant Assembly	19	EA	5,000.00	95,000.00
0108	Service Connections	88	EA	1,000.00	88,000.00
0109	8" PVC SS Main	4836	LF	50.00	241,800.00
0110	48" Diameter SS Manhole	16	EA	3,000.00	48,000.00
0111	Service Connections	88	EA	800.00	70,400.00
0112	Storm Drainage Pond Piping	1	LS	1,000.00	1,000.00
0113	Street Signs	7	EA	200.00	1,400.00
0114	Street Monuments	7	EA	300.00	2,100.00
0115	Street Barricades – Set of Six	9	EA	500.00	4,500.00

Total Estimated Construction Costs \$1,819,534.00

Appendix B

Northwest Great Falls Wastewater Improvements Cost Estimate/Reimbursements (City Office File 1476.5)

Cost Estimate: Wastewater Lift Station Improvements				
Item	Unit	Quantity	Unit Cost	Total Cost
Wastewater Lift Station, Submersible, 300 gpm	L.S.	1	\$469,000	\$469,000
Force Main, Dual 6 or 8"	L.F.	2,820	\$45	\$126,900
Upgrade Capacity of Wastewater Lift Station 300 to 600 gpm	L.S.	1	\$100,000	\$100,000
* Replace Existing Under Capacity Main - 36th Ave NE 4th St. NE to 6th St NE	L.F.	1,400	\$110	\$154,000
Construction Cost				\$849,900
Lift Station Property Cost				\$40,000
Engineering (15%)				\$127,485
Construction Management/Inspection/Staking Inspection (5%)				\$42,495
Construction Contingency (10%)				\$84,990
Total Improvement Cost				\$1,144,870

* Existing 10" dia. to 12" dia.

Cost Assessment Per Lot (At Annexation): Wastewater Lift Station Improvements			
Improvement Description	Potential Develop Area (acres)	Max Lots Served	* Cost Per Lot
Service Area, At Lift Station Capacity (300 gpm)	352	1,135	
Totals	352	1,135	\$1,009.00

* Rounded to nearest dollar

Cost Estimate: Gravity Sewer Main (Between Lift Station & 41st Ave NE and 2nd St NE)				
Item	Unit	Quantity	Unit Cost	Total Cost
Gravity Main, 10" or 12"	L.F.	2,360	\$65	\$153,400
Construction Cost				\$153,400
Engineering (15%)				\$23,010
Construction Management/Inspection/Staking (5%)				\$7,670
Construction Contingency (10%)				\$15,340
Total Improvement Cost				\$199,420

Cost Assessment Per Development (At Annexation): Gravity Sewer Main			
	Quantity of Main (LF)	* Cost Split Factor	Total Cost
Tyndall Addition (Cox)	1,770	0.750	\$149,565
West Ridge Addition (S & L)	590	0.250	\$49,855
Totals	2,360		\$199,420

* Prorated by ratio of quantity of main within subdivision verses total quantity of main

Exhibit I

NW Great Falls

Wastewater Lift Station Service Area

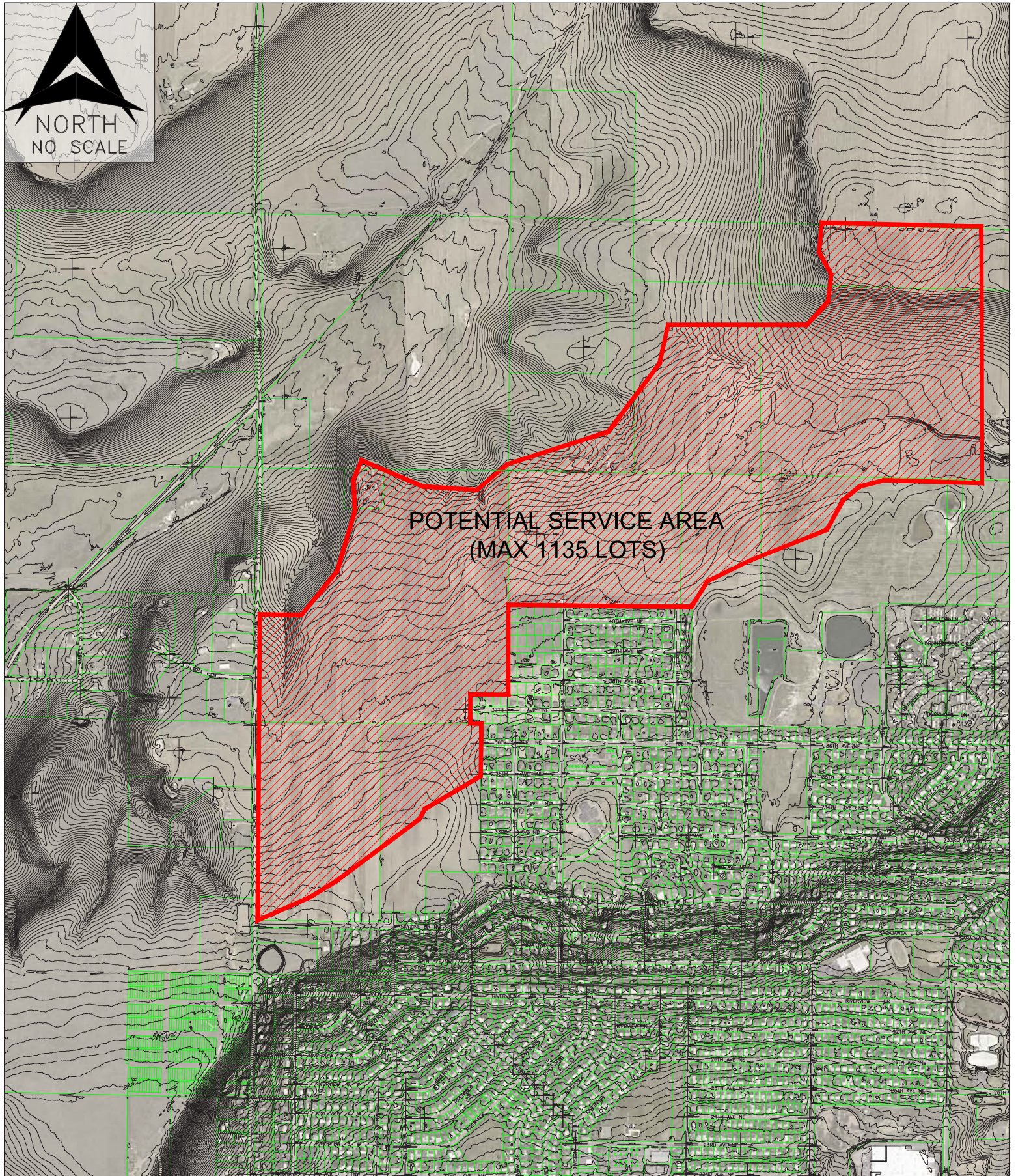
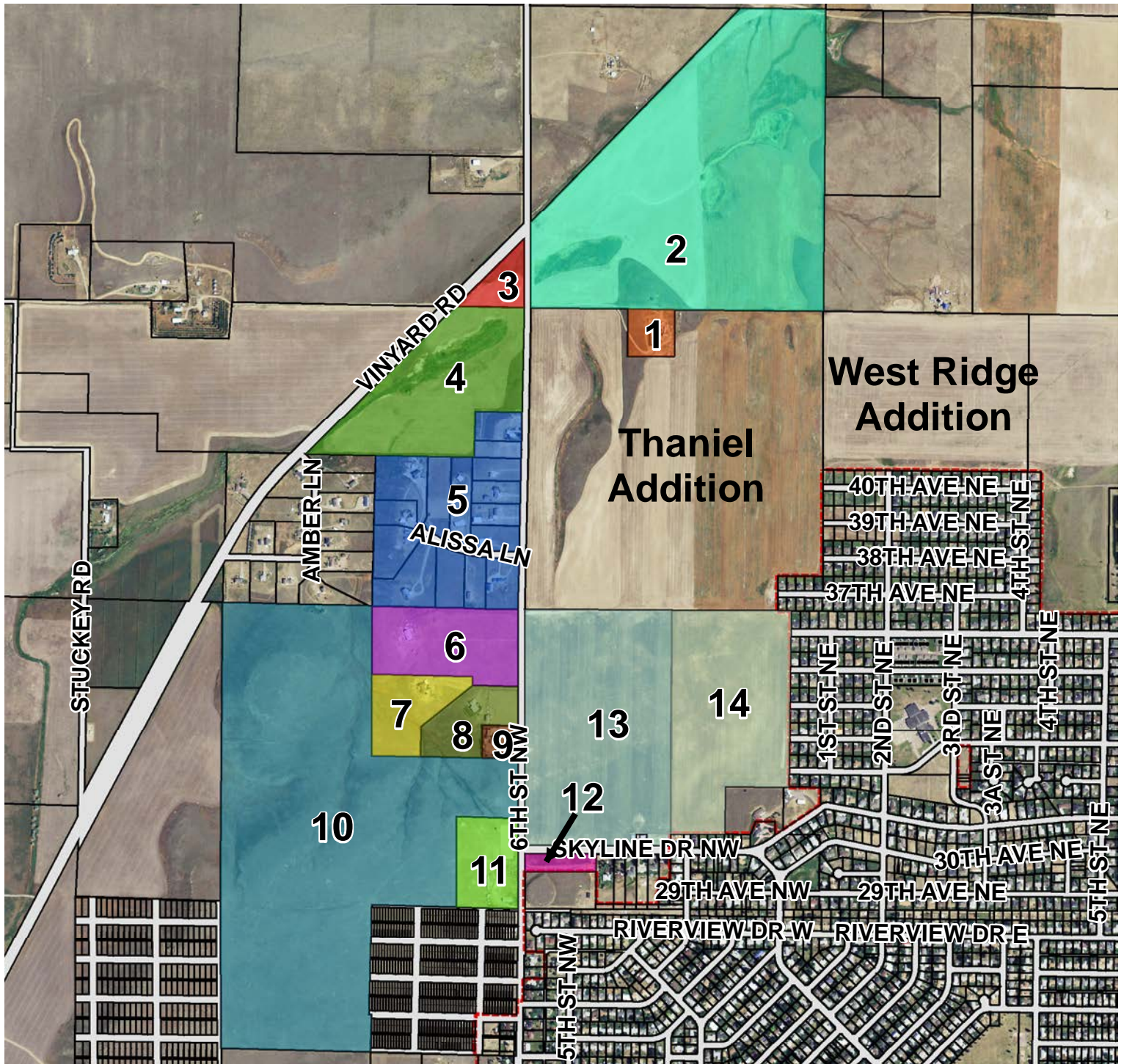


Exhibit II

Potential Street Reimbursement to Thaniel Addition



- | | |
|--------------------------------------|--|
| 1 - Huartson, Kathie | 9 - Keating, Michael J and Virginia L |
| 2 - Schultz, Harry L and Donna G | 10 - Montana Cowboys Association, Inc. |
| 3 - Goulet, Grace A | 11 - Cascade County Sheriffs Posse, Inc. |
| 4 - Rossmiller, Leonard W | 12 - Harms, Thelma |
| 5 - West View Estates | 13 - Harms, Thelma |
| 6 - Kuntz, Doug and Kathleen L | 14 - Rothschilder, Vern |
| 7 - Smith, Jeremy D and Rae Lynn | Parcels |
| 8 - Allen, Michael J and Catherine A | City Limits |

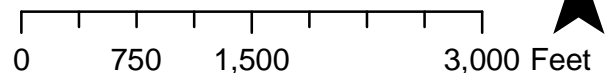


Exhibit III

Potential Stormwater Reimbursement to Thaniel Addition

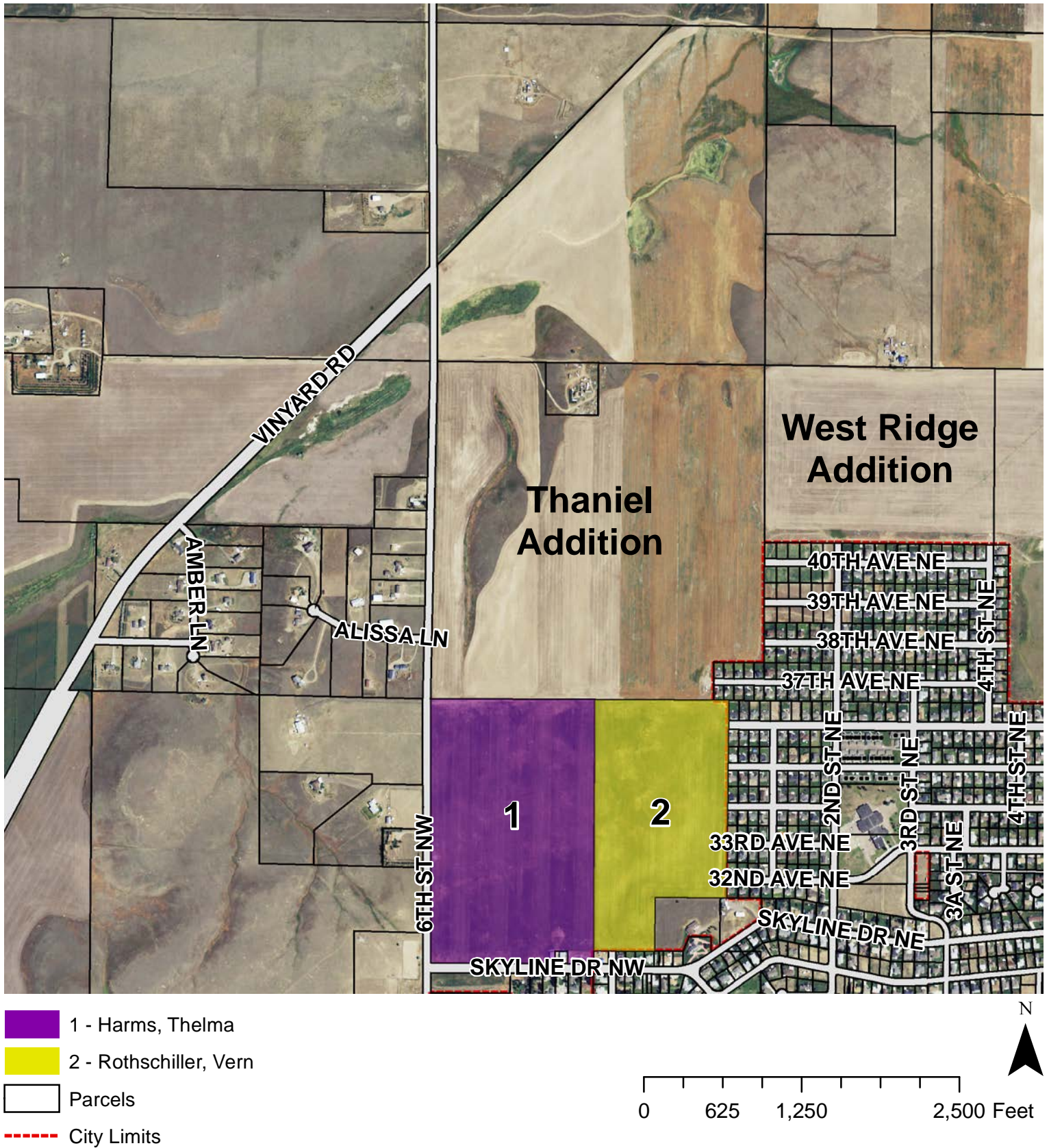


Exhibit A**Adjacent Property Owners within 150 feet Receiving Thaniel Addition Public Notice**

Name	Address	City	State	Zip
ANDERSON ARNO M & LEANN M	2701 6TH ST NW	GREAT FALLS	MT	59404
BAILLY EUGENE	101 37TH AVE NE	GREAT FALLS	MT	59404
BATES JEFFREY & CARIE	105 38TH AVE NE	GREAT FALLS	MT	59404
BRALICK CHAD E & REBECCA E	45 36TH AVE NE	GREAT FALLS	MT	59404-4280
CHRISTOFFERSON COLIN & KATHRYN	105 37TH AVE NE	GREAT FALLS	MT	59404
CINQ-MARS JENNIFER B & JOSHUA A	101 38TH AVE NE	GREAT FALLS	MT	59404
COX KENDALL G & MAXIMA S	3516 13TH AVE S	GREAT FALLS	MT	59405-5551
DEAN ROBERT & ANDREA	249 22ND AVE NW	GREAT FALLS	MT	59404
ETCHEBERRY ANDRE & CARRIE	104 38TH AVE NE	GREAT FALLS	MT	59404
EVANS JEFFREY R & BECKY R	44 37TH AVE NE	GREAT FALLS	MT	59404
FLOYD GILBERT R III	325 RIVERVIEW 6 W	GREAT FALLS	MT	59404
GARBER JONATHAN J & LISA A	4014 6TH ST NW	GREAT FALLS	MT	59404-6146
GORECKI BERNARD E JR & VALERIE J	3712 6TH ST NW	GREAT FALLS	MT	59494-6145
GOULET GRACE A	223 STUCKEY RD	GREAT FALLS	MT	59404-6107
HARMS THELMA I	1420 W OAKHAMPTON DR	EAGLE	ID	83616
HUARTSON KATHIE	519 MAIN PL #201	LYNDEN	WA	98264
JENDRO GORDON M & GEORGIA	45 37TH AVE NE	GREAT FALLS	MT	59404
KIB HOMES LLC	13106 HWY 200	FORT SHAW	MT	59443
KIB HOMES LLC	101 39TH AVE NE	GREAT FALLS	MT	59404
KOTERBA CORY D & JODI L	3708 6TH ST NW	GREAT FALLS	MT	59404-6145
KUNTZ DOUG & KATHLEEN L	3600 6TH ST NW	GREAT FALLS	MT	59404
MAHLUM DOUGLAS L & SONYA J	PO BOX 465	GREAT FALLS	MT	59403-0465
MELONE KRISTIAN L & RACHEL R	40 37TH AVE NE	GREAT FALLS	MT	59404
MOUNTAN PETER & CONNIE	228 SKYLINE DR NE	GREAT FALLS	MT	59404
NELSON KAYLENE M ETAL	64 BOOTLEGGER TRL	GREAT FALLS	MT	59404-6101
PASEK SCOTT M & HEIDI L	53 37TH AVE NE	GREAT FALLS	MT	59404
PAYNTER BROCK M	2 ALISSA LN	GREAT FALLS	MT	59404
REZEK ROBERT D	57 37TH AVE NE	GREAT FALLS	MT	59404
ROSSMILLER LEONARD W	225 STUCKEY RD	GREAT FALLS	MT	59404
ROTHSCHILLER VERN	PO BOX 1810	GREAT FALLS	MT	59403-1810
S & L DEVELOPMENT LLC	221 30TH AVE NE	GREAT FALLS	MT	59404
SCHULTZ HARRY L & DONNA G	324 28TH AVE NW	GREAT FALLS	MT	59404-1332
SEAU FIAFIA T & ELIZABETH C	100 38TH AVE NE	GREAT FALLS	MT	59404
SLAUGHTER JESSE & CHRISTIE	49 37TH AVE NE	GREAT FALLS	MT	59404
TEILMAN-HALVORSON CHRISTOPHER & EVA C	104 39TH AVE NE	GREAT FALLS	MT	59404