



**Item:** Ordinance 3135 – An Ordinance assigning a zoning classification of R-3 Single-family high density district to the property addressed as 1300 Ferguson Drive and legally described as Lot 3, Block 1, located in the SW¼ NE¼ of Section 22, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana

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

**Initiated By:** Faith Lutheran Church of Great Falls

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

**Action Requested:** City Commission accept Ordinance 3135 on first reading and set a public hearing for November 3, 2015

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (accept/not accept) Ordinance 3135 on first reading and (set/not set) a public hearing for November 3, 2015 to consider Ordinance 3135.”

2. Mayor Winters requests a second to the motion, Commission discussion, public comment, and calls for the vote.

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**Staff Recommendation:** At the conclusion of a public hearing held on September 22, 2015, the Planning Advisory Board and Zoning Commission recommended the City Commission approve the annexation, assignment of an R-3 Single-family high density zoning district upon annexation, and Conditional Use Permit, for the construction of a worship facility on the property legally described above.

**Summary:** The applicant, Faith Lutheran Church of Great Falls, is requesting annexation of ±3.925 acres from Cascade County into the City of Great Falls to construct a worship facility on the subject property. The subject property is currently zoned UR Urban Residential in the County, and upon annexation into the City would be zoned R-3 Single-family high density. The applicant is intending to construct a worship facility on the lot, which requires a Conditional Use Permit (CUP) in the R-3 zoning district. Staff has recommended the assignment of the R-3 zoning district, as it is compatible with the R-2 zoning district to the north and R-3 zoning district to the south. Furthermore, the CUP process allows the City to apply specific conditions onto the project to help mitigate any impacts the use may have on the neighborhood.

**Background:** The property is located outside, but adjacent to, City limits. Directly north of the subject property are single-family homes within City limits. Directly south of the subject property are undeveloped single-family parcels, with the exception of one home, located in the City. To the west is undeveloped land within Cascade County zoned County Urban Residential and to the east is Grande Vista Park within City limits. See Zoning Map in Attachments for further clarification on zoning of surrounding properties.

#### Project Description

Based on the size of the proposed project, one can assume the proposal is for a more regional church that draws members from around the Great Falls area. With a proposed gross square footage of 19,555 square feet, the church will provide many amenities to its members. A few of these amenities include a nursery, three classrooms, music room, library/conference room, a sanctuary or assemblage area with approximately 378 seats, a dining area, and staff offices. The project also utilizes a drop-off location located at the southeast corner of the building. Additionally, walking paths and landscaping will be integrated into the onsite stormwater conveyance ponds on the northeastern portion of the property.

#### Landscape Buffering

The Land Development Code requires landscape buffering between commercial and residential uses. As a condition of approval of this application, the applicant will be required to create a 15-foot landscape buffer on its southern, western, and northern borders. Furthermore, City Code applies more buffering requirements where vehicle use areas abut residential facilities. As a result, the applicant will be required to construct a berm with landscaping or a concrete masonry wall on the southern and western property lines. This requirement will reduce the impact from vehicle headlights shining onto residential properties.

#### Traffic Analysis

The subject property will be serviced by two entrances, one from Flood Road and the other from Ferguson Drive. The Land Development Code requires worship facilities to be served by a roadway with a “collector” street classification or higher. According to the 2014 Great Falls Area Long Range Transportation Plan, Flood Road is classified as a collector roadway. Since the project is not directly adjacent to Flood Road, staff is requiring the applicant to construct a private driveway from Flood Road to the northern edge of their parking lot to serve as its primary access. At the time the lots abutting the private driveway (Lots 1 and 2 of Shanahan Minor) annex and develop, the driveway will be developed to a City local roadway standard and be dedicated as a public roadway. For clarification, refer to the Shanahan Minor subdivision plat in the attachments for lot and roadway locations. Because the Flood Road entrance will be the most direct access to the church from area arterial roadways, the traffic onto Ferguson Drive will be much lower than traffic from the Flood Road access.

According to the Institute of Transportation Engineers (ITE) Trip Generation Manual (9th Edition), a church is estimated to generate an average of 12.04 peak hour trips on a Sunday, compared to .94 trips during weekday evening peak hours. These numbers are based on 1,000 square feet of gross floor area. Using these numbers, with a proposed gross floor area of 19,555 square feet, the church could expect to generate approximately 236 peak hour trips on Sunday and 19 peak hour evening trips during the week. Furthermore, it is important to understand that peak hour trips on the adjoining roadways will be higher during weekday morning and evening peak hours, as a result of job related commute times; therefore, weekends are expected to have

less traffic upon the roads. In conclusion, the expected traffic during the church's peak hour on a Sunday will have less of an impact to the adjoining roadways, as the neighborhood experiences less traffic during this time of week and the adjoining roadways are expected to have ample capacity to handle the trips the church would generate; subsequently, the impact upon the neighborhood streets is expected to be relatively minimal.

#### Parking

The applicant is proposing approximately 104 vehicle parking spaces, with an additional 14 ADA accessible spaces. The Land Development Code requires 1 parking space per 5 seats or 1 per 50 square feet of assemblage area, whichever is greater. The project includes 378 seats in the assemblage area, which would require roughly 76 parking spaces. The gross square footage of the assemblage area is 5,122 square feet, thus requiring 102 parking spaces. The required number of ADA spaces is 5. The project also proposes 10 off-street bicycle parking spaces, which is encouraged by the 2014 Great Falls Long Range Area Transportation Plan and the City's Growth Policy.

#### Stormwater Management

Upon annexation and prior to issuance of building permits, the applicant shall submit a Stormwater Management Plan and drainage report, in compliance with the City of Great Falls Stormwater Design Manual and City standards, to the City Public Works Department for review and approval. The proposal includes onsite stormwater management, that integrates landscaping and a trail system, adjacent to Ferguson Drive. Additional stormwater management requirements will be noted in the Stormwater Management Plan.

#### Street Improvements

Ferguson Drive is currently annexed within City limits and dedicated as a public roadway. The applicant has submitted plans to the City Public Works Department and intends to begin construction on the roadway this year. The applicant will be responsible to pave the private driveway on the dedicated easement to a driveway standard width of 22-feet. The driveway will be developed to a City local roadway standard and be dedicated as a public roadway, at the time Lots 1 and 2 of Shanahan Minor annex and develop. This driveway will serve as the primary access from Flood Road to the subject property.

#### Utilities

There are existing water and sewer utilities located in Ferguson Drive that will be stubbed out to serve the church. A water main will loop along the southern and western boundary of the property and connect into Flood Road through the private driveway easement. A sanitary sewer and storm drain will run along the northern property line in the 40-foot easement and connect into Flood Road through the private driveway easement at the time Lots 1 and 2 of Shanahan Minor annex and develop. Plans and specifications are subject to approval by the Public Works Department.

#### Neighborhood Council Input

The subject property is located in Neighborhood Council #1. The Council held a special meeting on August 18, 2015 to hear the proposal. The Council voted unanimously to support the project. Staff has received a few inquiries regarding the specifics of the project, but none have been in opposition.

**Basis of Decision:** Pursuant to the Official Code of the City of Great Falls section 17.16.7.050 and 17.16.29.050, the Planning Advisory Board and Zoning Commission recommendation and the City Commission's decision to approve, conditionally approve, or deny an application shall be based on whether the application, staff report, public hearing, Planning Board and Zoning Commission recommendation, or additional information demonstrates that each of the following criteria have been satisfied:

Annexation by Petition Basis of Decision

*1. The subject property is contiguous to the existing City limits.*

The property is contiguous to existing City limits. There is annexed property on the north, south, and eastern boundaries of the property.

*2. The proposed annexation is consistent with the City's growth policy.*

The proposed project is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The project specifically supports Social and Physical goals and policies.

Social

*Soc1.4.13 - Protect the character, livability and affordability of existing neighborhoods by ensuring that infill development is compatible with existing neighborhoods.*

The proposed project will adhere to the R-3 development standards, ensuring a compatible scale to surrounding uses. Additionally, the structure is centrally located on the parcel, creating a larger buffer between the building and the neighboring residential uses. Furthermore, a condition of approval requires the project to provide 15-foot landscaped buffers on the edges of its property to help mitigate any impact to the neighboring residences.

Physical

*Phy4.1.5 - Encourage and incentivize the redevelopment or adaptive reuse of vacant or underutilized properties so as to maximize the City's existing infrastructure.*

The property will maximize the use of existing infrastructure as utilities already exist in the area. Additionally, the project will extend water to Flood Road and sewer will be extended to Flood Road when neighboring properties annex and develop.

*Phy4.3 - Optimize the efficiency and use of the City's public facilities and utilities.*

The development of the project will utilize existing infrastructure, leaving less underutilized public infrastructure. Additionally, one could expect utilization of Grande Vista Park from the church members.

*Phy4.7.6 - Encourage new development in areas contiguous to existing development in the City, where capacity exists or can be planned for. This type of growth is preferred in order to avoid the long-term cost to taxpayers of providing costly services in an inefficient way.*

The subject property is contiguous with City limits and the proposed annexation is a logical and efficient extension of the City's boundaries and service areas. Furthermore, the Growth Policy identifies that Great Falls embodies balanced and compatible growth.

*3. The proposed annexation is consistent with applicable neighborhood plans, if any.*

No neighborhood plans have been adopted for this area.

*4. The proposed annexation is consistent with other planning documents adopted by the City Commission, including a river corridor plan, transportation plan, and sub-area plans.*

The subject property does not lie within any adopted plans or sub-area plans, except for the Great Falls Area Long Range Transportation Plan, which does not have any specifications for roadways adjacent to the property.

*5. The City has, or will have, the capacity to provide public services to the subject property.*

The City has the capacity to provide public services to the property.

*6. The subject property has been or will be improved to City standards.*

All annexed portions of the project will be improved to City standards.

*7. The owner(s) of the subject property will bear all of the cost of improving the property to City standards and or/ the owner(s) has signed an agreement waiving the right of protest to the creation of a special improvement district created to pay, in whole or in part, any necessary improvement.*

The Owner is responsible for all costs associated with the project, and will sign an Improvement Agreement to waive their right of protest of creating a special improvement district.

*8. The subject property has been or will be surveyed and officially recorded with the County Clerk and Recorder.*

The project is surveyed and is recorded with the Cascade County Clerk and Recorder; record number P-2015-0000009 PL.

*9. The City will provide both water and sewer service to each of the uses in the subject property that may require potable water and waste water treatment and disposal.*

Public water and sewer will serve the property from existing utilities in Ferguson Drive.

*10. The subject property is not located in an area the City Commission has designated as unsuitable for annexation.*

The property is not located in a unsuitable location for annexation.

*11. The subject property is not located in another city or town. (See: 7-2-4608 (1), MCA)*

The subject property is currently located in Cascade County.

*12. The subject property is not used in whole or in part for agriculture, mining, smelting, refining, transportation, or any other industrial or manufacturing purpose or any purpose incidental thereto. (See: 7-2-4608 (2), MCA)*

The subject property is currently zoned Urban Residential and is a vacant and underutilized parcel within County jurisdiction.

#### Conditional Use Permit Basis of Decision

*1. The conditional use is consistent with the City's Growth Policy and applicable neighborhood plans, if any.*

See Annexation by Petition Basis of Decision in this report.

*2. The establishment, maintenance or operation of the conditional use will not be detrimental to, or endanger the health, safety, morals, comfort or general welfare.*

The CUP allows the City to place appropriate conditions on specific projects to help mitigate or reduce the total off-site nuisances a project may have on the surrounding properties and

environment. The conditions listed under the Conditions of Approval in this report apply specific measures to protect the health, safety, and general welfare of the public. It is not anticipated the proposed development will have an adverse impact on the surrounding properties or to the public.

*3. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*

Development of the lot will not impair property values within the neighborhood and the project will not be injurious to the use and enjoyment of property in the immediate vicinity, as the development will comply with the development standards in the R-3 zoning district.

*4. The conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*

The proposed project will not impede the normal and ordinary development and improvement of surrounding properties. Adjacent property owners have been notified about the project and City staff has received a few questions regarding project specifics.

*5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.*

Adequate services and infrastructure will be provided to operate the proposed project.

*6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*

The proposed project will be accessed from Flood Road and Ferguson Drive, both public right-of-ways. The church will generate more traffic in the neighborhood, specifically during weekend peak hours; however the existing public streets have adequate capacity to accommodate new traffic. A more thorough traffic analysis is provided in the staff report.

*7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Commission.*

The proposed project will conform to all the applicable regulations of the Land Development Code, specifically within the R-3 zoning district, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.

**Fiscal Impact:** If annexed, the subject property will be required to pay City street assessment. The street assessment is calculated by land use and square footage of property. Based on current rates, the estimated annual street assessment for this property is \$2,514. The City will not receive property tax from this property, as a church is exempt.

**Alternatives:** The City Commission could deny acceptance of Ordinance 3135 on first reading and not set the public hearing. However, such action would deny the applicant due process and consideration of a public hearing, as provided for in City Code and State Statute.

**Concurrences:** Representatives from the City's Public Works, Park & Recreation, and Fire Departments have been involved in the review process for this application. All comments made by the above parties will be addressed by the applicant or in the conditions of approval.

**Attachments/Exhibits:** Ordinance 3135  
Aerial Map  
Zoning Map  
Architectural Plan Set and Shanahan Minor Subdivision Plat  
Draft Improvement Agreement

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Patty Cadwell, Neighborhood Council Coordinator  
Susan Conell, Cascade County Planning Director, [sconell@cascadecountymt.gov](mailto:sconell@cascadecountymt.gov)  
Mark Leo, Project Engineer/Representative, BSC&E, [mleo@bigskyce.com](mailto:mleo@bigskyce.com)  
Nicolas Cole, Project Architect, NC Design Studio, [nic@ncdesignstuido.com](mailto:nic@ncdesignstuido.com)

ORDINANCE 3135

AN ORDINANCE ASSIGNING A ZONING CLASSIFICATION OF R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO THE PROPERTY LEGALLY DESCRIBED AS LOT 3, BLOCK 1, LOCATED IN THE SW¼ NE¼ OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.MT., CASCADE COUNTY, MONTANA

\* \* \* \* \*

WHEREAS, Faith Lutheran Church of Great Falls is the owner of record and has petitioned the City of Great Falls to annex the subject property, consisting of ±3.925 acres, as legally described above; and,

WHEREAS, Faith Lutheran Church of Great Falls has petitioned said property be assigned a City zoning classification of R-3 Single-family high density district, upon annexation to City; and,

WHEREAS, notice of assigning said zoning classification to said property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 3rd day of November, 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 October 6, 2015.

ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading November 3, 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 )

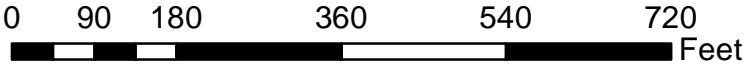
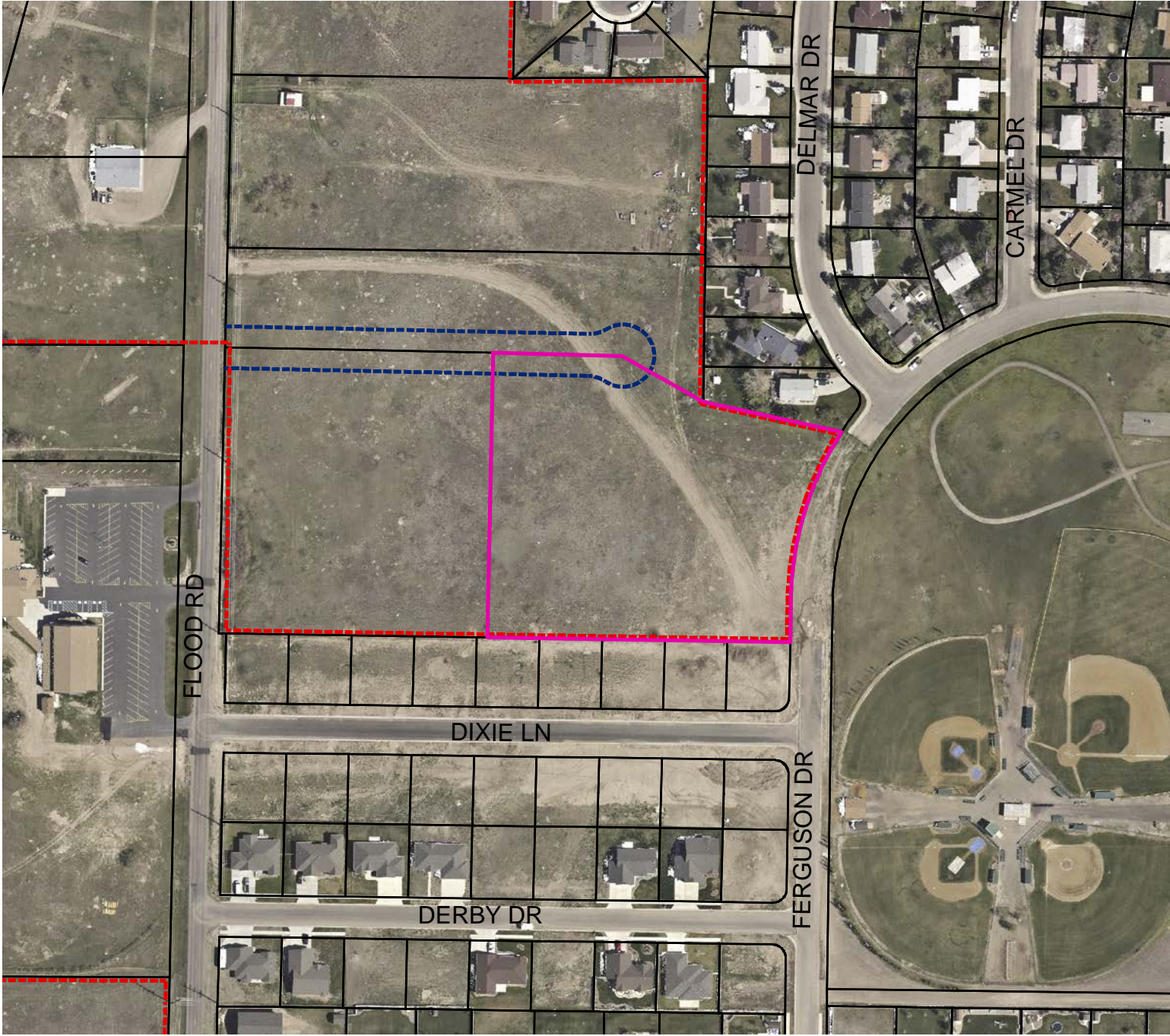
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the Commission, Ordinance 3135 in three conspicuous places within the limits of said City to-wit:





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

\_\_\_\_\_  
Lisa Kunz, City Clerk

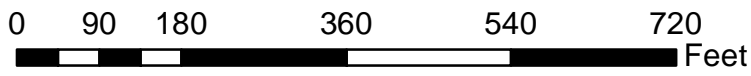
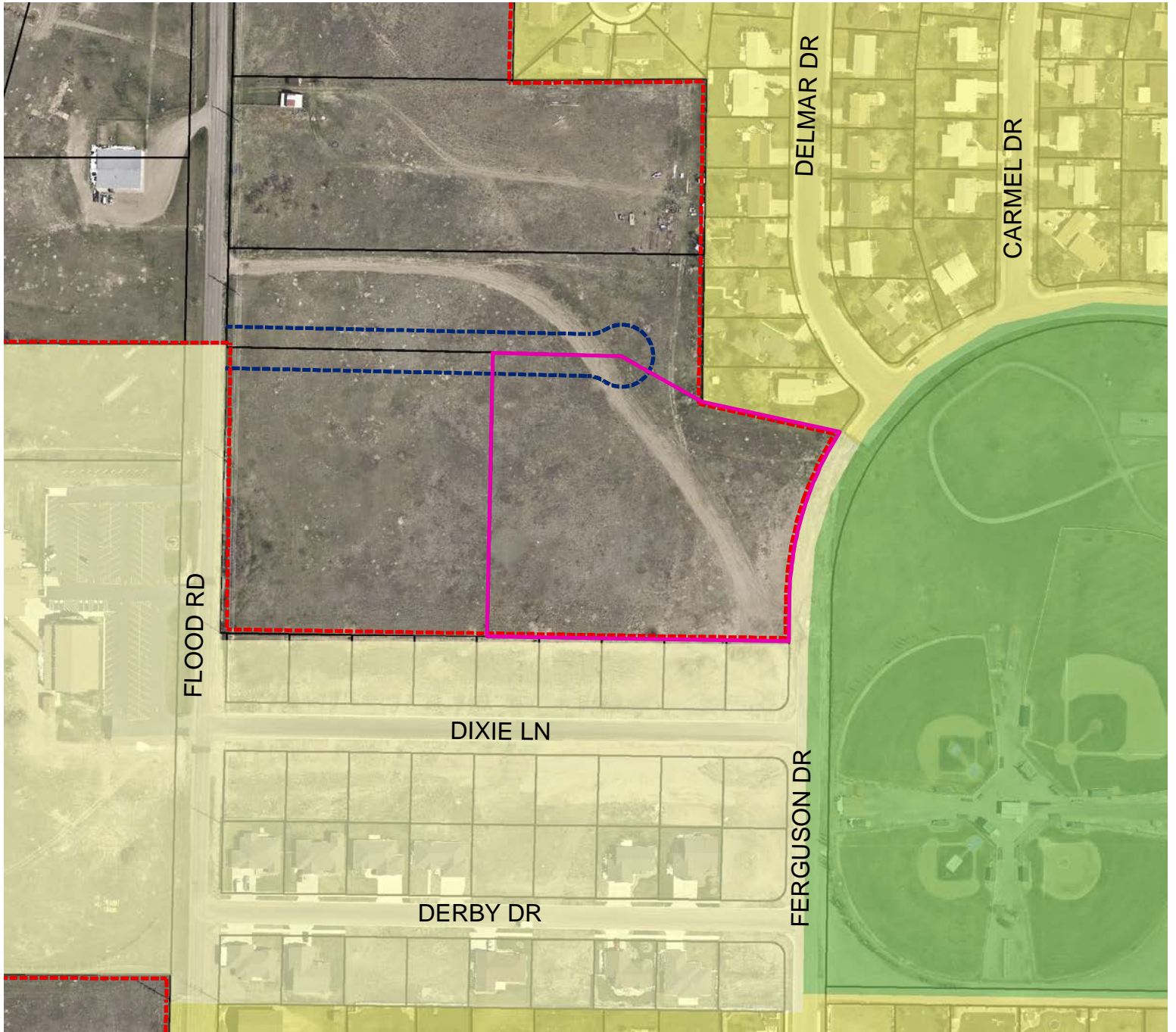
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# Aerial Map

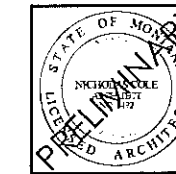


-  Subject Property
-  City Limits
-  Private Drive to serve Subject Property
-  Parcels

# Zoning Map



-  Subject Property
-  City Limits
-  Private Drive to serve Subject Property
-  Parcels
-  R-2 Single-family Medium Density
-  R-3 Single-family High Density
-  POS Parks and Open Space



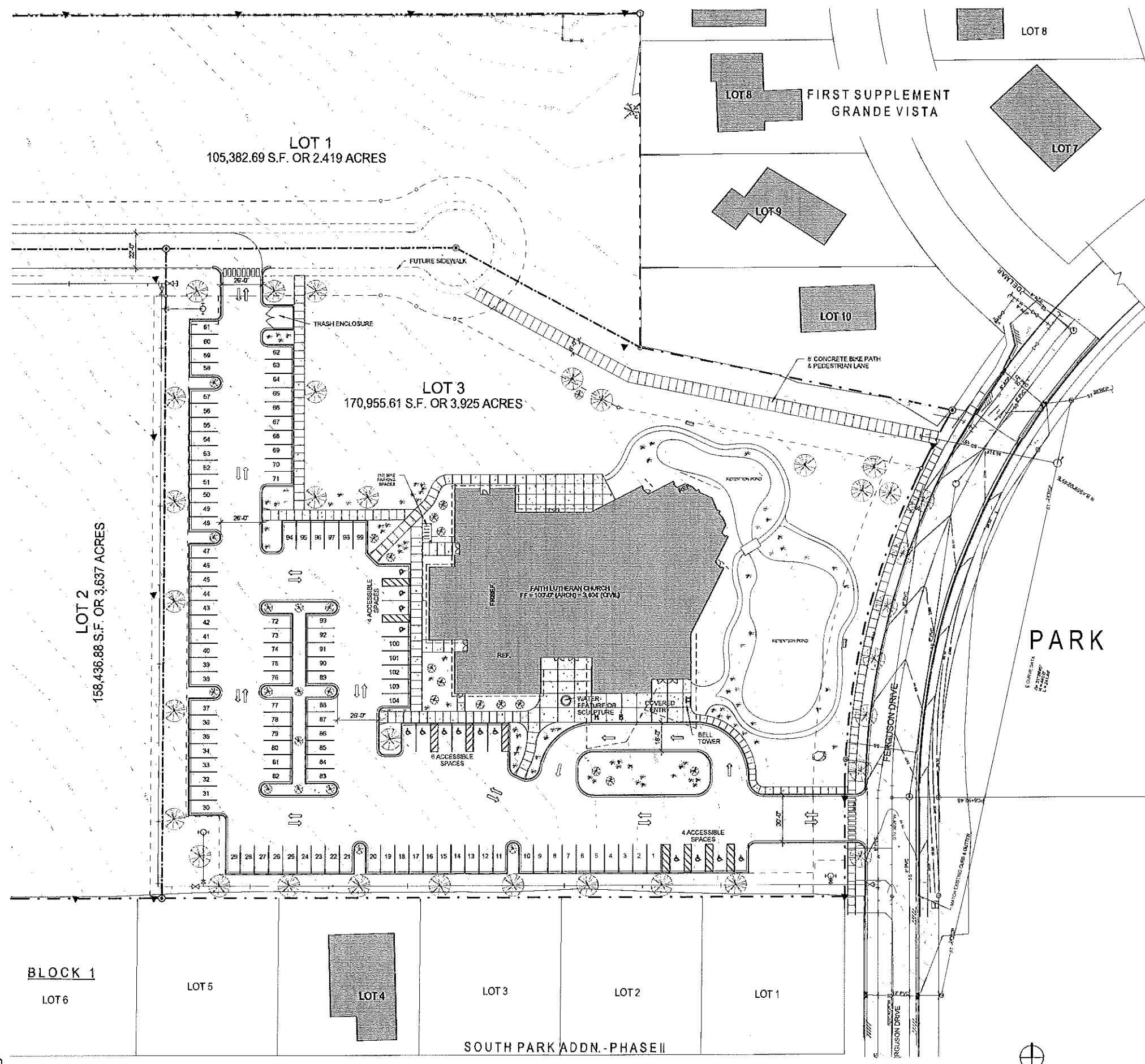
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**DESIGN STUDIO**  
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 ncdesignstudio.com

**Faith Lutheran Church**  
 Ferguson Drive  
 Great Falls, Montana

Revision Number	Revision Date
JOB #	15.002
DATE	8-27-2015

Site Plan

A1.1



**GENERAL NOTES**

1. LOT COVERAGE:  
 - GROSS LOT AREA: 170,956sf  
 - BUILDING FOOTPRINT: 19,669sf  
 - CONCRETE SIDEWALK & CURB: 9,523sf  
 - ASPHALT PAVING: 65,349sf  
 - TOTAL IMPERVIOUS SURFACES: 84,540sf = 49.5% LOT COVERAGE

**KEYED NOTES**

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**LEGEND**

- PROPERTY LINE
- AREA OF NEW CONCRETE: 9,523sf
- AREA OF NEW ASPHALT: 65,349sf  
 - LANDSCAPED AREAS: 8,832sf = 16% PARKING AREA
- LANDSCAPE AREA: 32,161sf = 18.8% GROSS PROPERTY AREA
- LANDSCAPE BUFFER  
 - 15'-0" WIDE  
 - LOW SOIL BERM  
 - 4' HIGH MIN. EVERGREEN OR DECIDUOUS SHRUBS

UTILITIES  
 - SEWER LINE  
 - GAS METER / ELEC PANEL  
 - CONDENSING UNITS  
 GRADING  
 - SITE DRAINAGE  
 - DOWNSPOUTS TO POND  
 - XERISCAPING  
 - IRRIGATION

1 Site Plan  
 1" = 30'-0"





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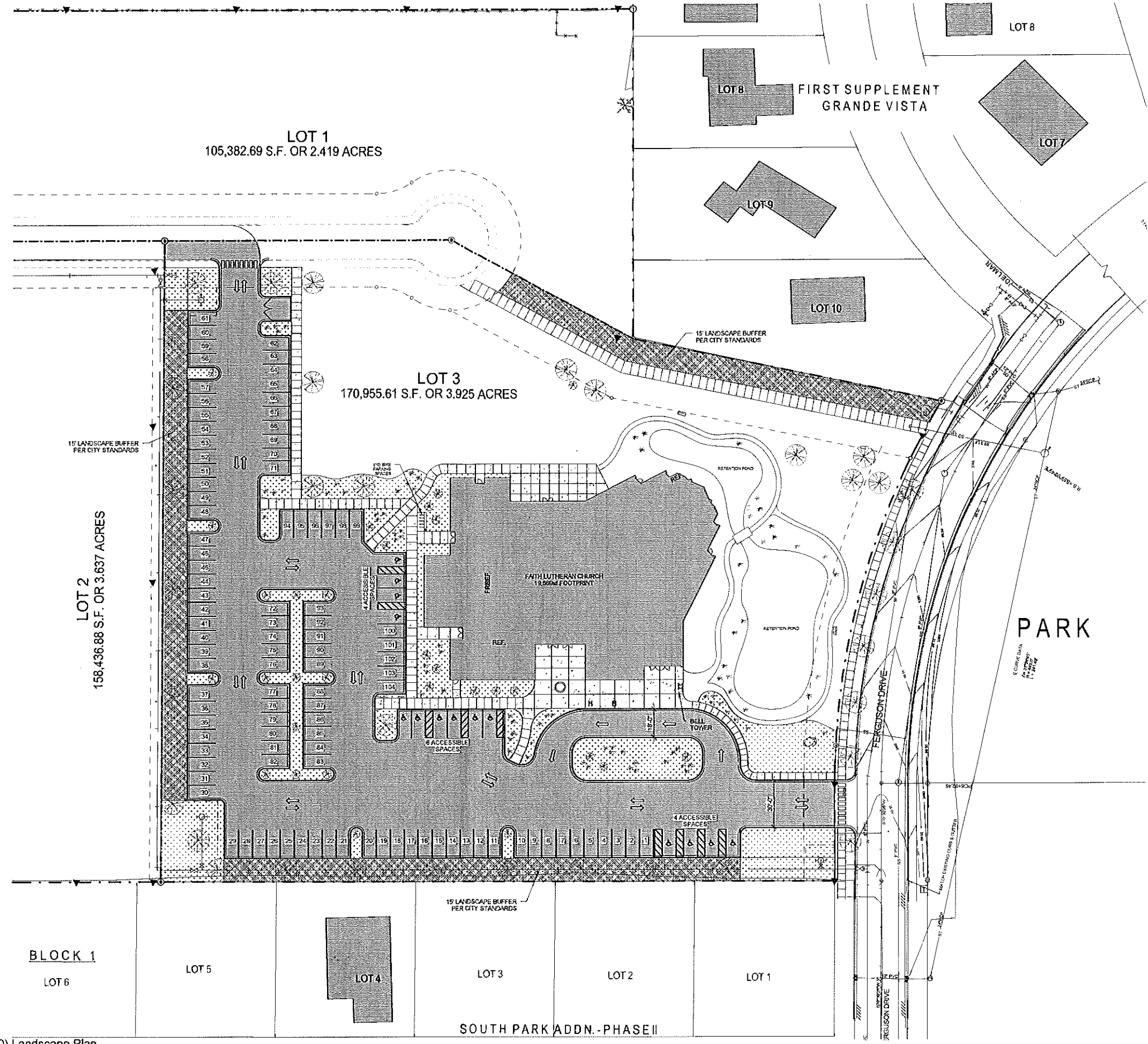
**Faith Lutheran Church**  
 Ferguson Drive  
 Great Falls, Montana

Revision Number | Revision Date

JOB # 15.002  
 DATE 6-27-2019

Landscape Plan

**A1.2**



**GENERAL NOTES**

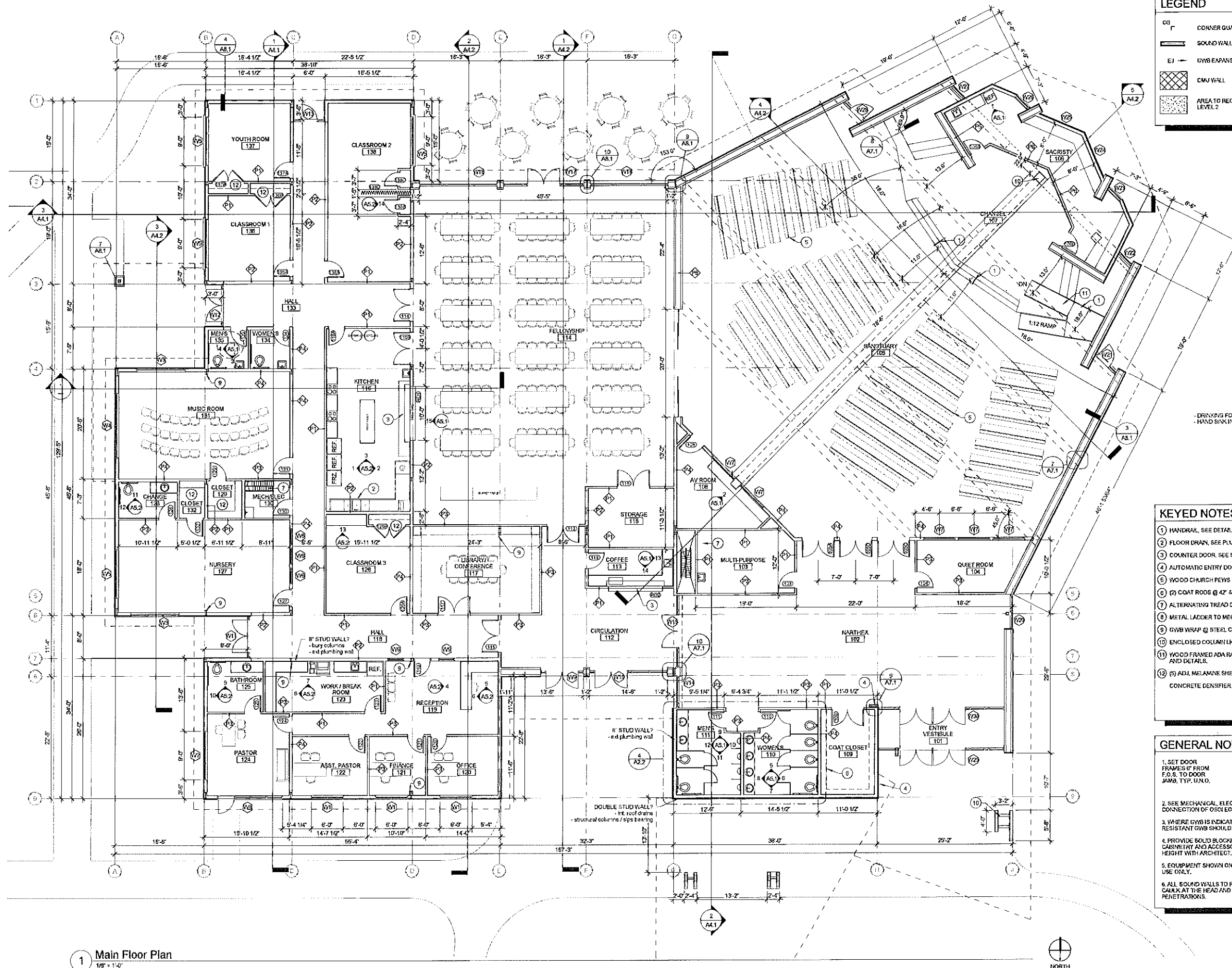
1. LOT COVERAGE:  
 - GROSS LOT AREA: 170,956sf  
 - BUILDING FOOTPRINT: 19,569sf  
 - CONCRETE SIDEWALK & CURB: 9,529sf  
 - ASPHALT PAVING: 58,349sf  
 - TOTAL IMPERVIOUS SURFACES: 87,447sf = 49.5% LOT COVERAGE

**KEYED NOTES**

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**LEGEND**

- PROPERTY LINE
- AREA OF NEW CONCRETE: 9,529sf
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- LANDSCAPE BUFFER: 15'-4" WIDE  
 - LOW SOIL BERM  
 - 4' HIGH MIN. EVERGREEN OR DECIDUOUS SHRUBS



**LEGEND**

- CG CORNER GUARD PER SPECS
- SOUND WALL, SEE WALL TYPES AND SPECS
- EJ GYW EXPANSION JOINT
- CMU WALL
- AREA TO RECEIVE CONCRETE DENSIFIER, LEVEL 2

**KEYED NOTES - PLAN**

- 1 HANDRAIL, SEE DETAILS
- 2 FLOOR DRAIN, SEE PLUMBING
- 3 COUNTER DOOR, SEE SPECS.
- 4 AUTOMATIC ENTRY DOOR ACTUATOR, SEE ELECTRICAL
- 5 WOOD CHURCH PEYS BY CONTRACTOR, SEE DETAILS.
- 6 (2) COAT ROOS @ 42" & 84" AFF.
- 7 ALTERNATING TREAD DEVICE TO MECH. ABOVE.
- 8 METAL LADDER TO MECH. ABOVE.
- 9 GYW WRAP @ STEEL COLUMN, TYP.
- 10 ENCLOSED COLUMN LIGHTING, SEE ELEC.
- 11 WOOD FRAMED ADA RAMP W/ CONCRETE FINISH, SEE STRUC. AND DETAILS.
- 12 (5) ADJ. MELAMINE SHELVES ON METAL STANDARDS, CONCRETE DENSIFIER TREATMENT, SEE SPECS.

**GENERAL NOTES**

1. SET DOOR FRAMES 6" FROM F.O.S. TO DOOR JAMB, TYP. U.X.D.
2. SEE MECHANICAL, ELECTRICAL AND PLUMBING FOR CONNECTION OF OSC EQUIPMENT.
3. WHERE GYW IS INDICATED AT WET AREAS, WATER RESISTANT GYW SHOULD BE USED.
4. PROVIDE SOLID BLOCKING IN WALLS WHERE SHELVING, CABINETS AND ACCESSORIES ARE SHOWN, COORDINATE HEIGHT WITH ARCHITECT.
5. EQUIPMENT SHOWN ON FLOOR PLANS FOR INFORMATIONAL USE ONLY.
6. ALL SOUND WALLS TO RECEIVE (2) CONTINUOUS BEADS OF CAULK AT THE HEAD AND SILL. SEAL AROUND ALL PENETRATIONS.



**nc**  
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**Faith Lutheran Church**  
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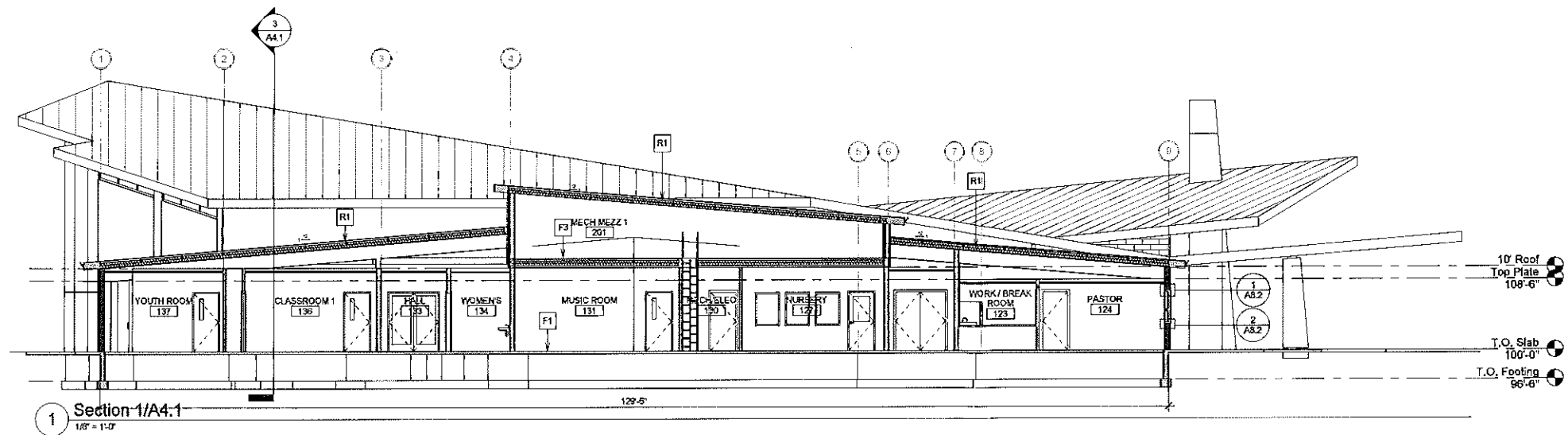
Revision Number	Revision Date
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**Main Floor Plan**

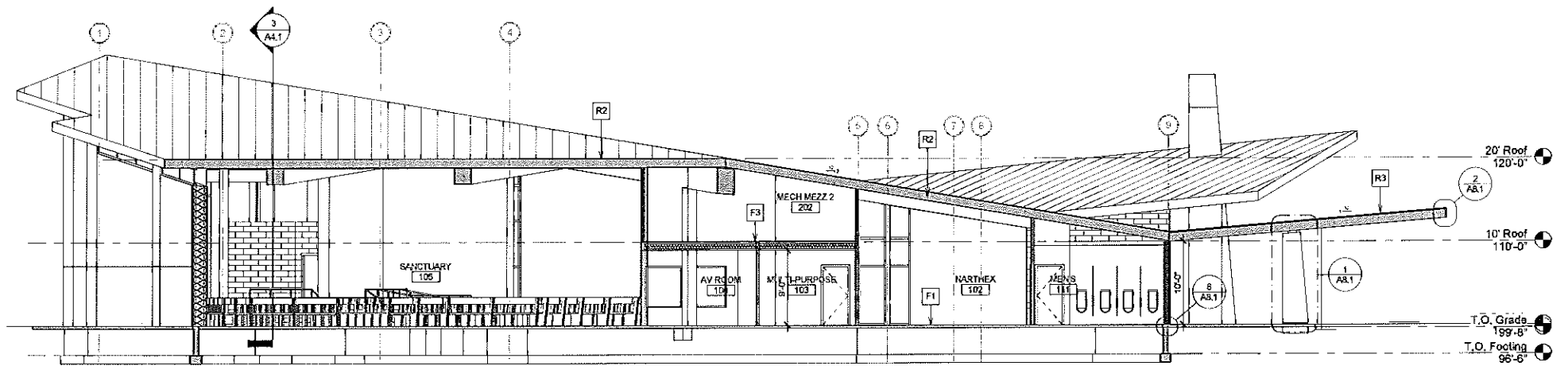
**A2.1**

**1 Main Floor Plan**  
 1/8" = 1'-0"

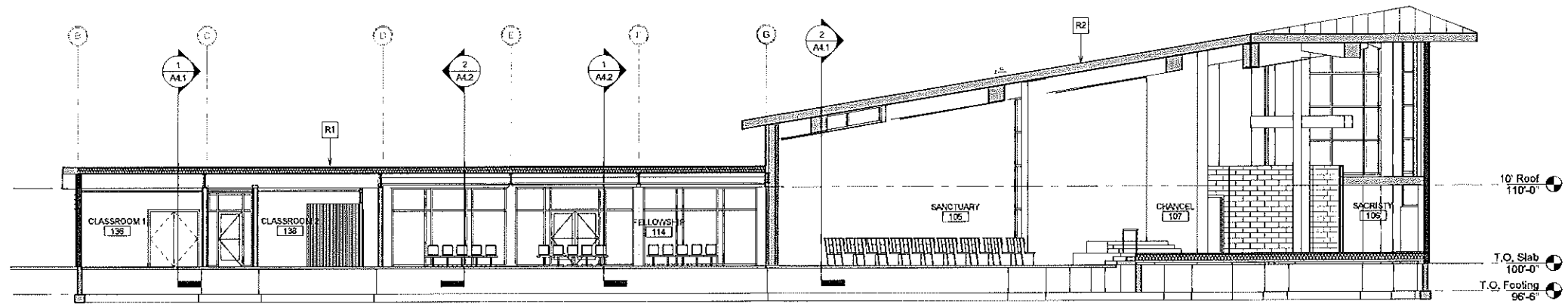




1 Section 1/A4.1  
1/8" = 1'-0"



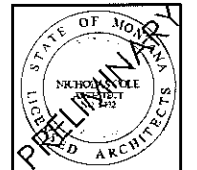
2 Section 2/A4.1  
1/8" = 1'-0"



3 Section 3/A4.1  
1/8" = 1'-0"

Exterior Wall Assemblies	
EW-1	<b>STONE WALL</b> -STONE BLOCK PER SPECS -1/2" CEMENT BACKER BOARD -AIR INFILTRATION BARRIER -SHEATHING PER STRUCTURAL -6" METAL STUDS PER STRUCTURAL -BIBS INSULATION -5/8" GYB, TEXTURE AND PAINT PER SPECS
EW-2	<b>STUCCO WALL</b> -STONE BLOCK PER SPECS -1/2" CEMENT BACKER BOARD -AIR INFILTRATION BARRIER -SHEATHING PER STRUCTURAL -6" METAL STUDS PER STRUCTURAL -BIBS INSULATION -5/8" GYB, TEXTURE AND PAINT PER SPECS
EW-3	<b>STUCCO WALL</b> -STONE BLOCK PER SPECS -1/2" CEMENT BACKER BOARD -AIR INFILTRATION BARRIER -SHEATHING PER STRUCTURAL -6" METAL STUDS PER STRUCTURAL -BIBS INSULATION -5/8" GYB, TEXTURE AND PAINT PER SPECS
EW-5	<b>FOUNDATION WALL</b> -CONCRETE FOUNDATION WALL PER STRUCTURAL -2" RIGID INSULATION PER SPECS

Horizontal Assemblies	
F-1	<b>CONCRETE SLAB DN GRADE</b> -CONCRETE SLAB, SEE STRUCTURAL -4" BASE COURSE, SEE STRUCTURAL AND GEOTECH -VAPOR BARRIER (TAPED AT ALL SEAMS)
F-2	<b>CHANCEL FLOOR</b> -FLOOR FINISH PER FINISH SCHEDULE -3/4" FLOOR SHEATHING PER STRUCTURAL -FLOOR JOISTS PER STRUCTURAL -CEILING FINISH PER FINISH SCHEDULE
R-1	<b>METAL BUILDING ROOF</b> -STANDING SEAM METAL ROOFING PER SPECS -R-10 CONT. INSULATION, R-25 BETWEEN PURLINS, PER SPECS -PURLINS PER STRUCTURAL -STEEL STRAPPING FOR INSULATION ATTACHMENT
R-2	<b>SIP ROOF</b> -STANDING SEAM METAL ROOFING PER SPECS -SIP PANEL PER SPECS -STEEL FRAME PER STRUCTURAL -5/8" GYB -ACOUSTIC WOOD PANELING PER SPECS
R-3	<b>METAL DECK ROOF</b> -STANDING SEAM METAL ROOFING PER SPECS -METAL DECKING PER STRUCTURAL -STEEL FRAME PER STRUCTURAL -METAL SOFFIT PER SPECS
R-4	<b>TPO ROOF</b> -TPO MEMBRANE PER SPECS -INSULATION, SLOPE TO DRAIN -METAL DECKING PER STRUCTURAL -STEEL FRAME PER STRUCTURAL -METAL SOFFIT PER SPECS



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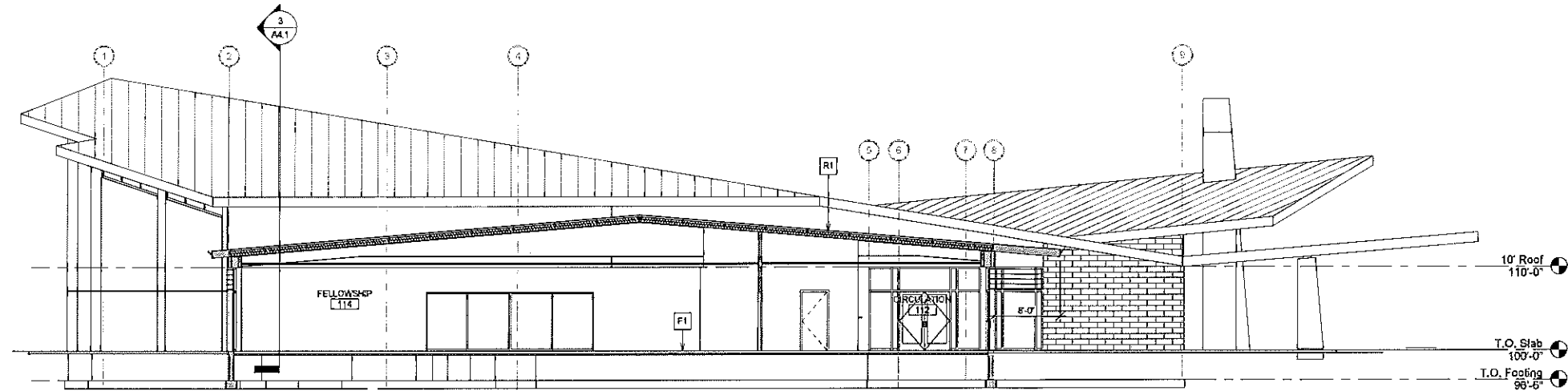
Faith Lutheran Church  
 Ferguson Drive  
 Great Falls, Montana

Revision Number	Revision Date

JOB # 15.002  
 DATE 8-27-2019

Building Sections

A4.1



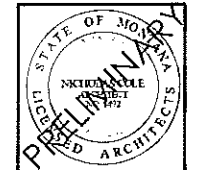
1 Section 1/A4.2  
1/8" = 1'-0"

### Exterior Wall Assemblies

EY-1	<b>STONE WALL</b> -STONE BLOCK PER SPECS -1/2" CEMENT BACKER BOARD -AIR INFILTRATION BARRIER -SHEATHING PER STRUCTURAL -8" METAL STUDS PER STRUCTURAL -BIBS INSULATION -5/8" GWB, TEXTURE AND PAINT PER SPECS
EY-2	<b>STUCCO WALL</b> -STONE BLOCK PER SPECS -1/2" CEMENT BACKER BOARD -AIR INFILTRATION BARRIER -SHEATHING PER STRUCTURAL -8" METAL STUDS PER STRUCTURAL -BIBS INSULATION -5/8" GWB, TEXTURE AND PAINT PER SPECS
EY-3	<b>STUCCO WALL</b> -STONE BLOCK PER SPECS -1/2" CEMENT BACKER BOARD -AIR INFILTRATION BARRIER -SHEATHING PER STRUCTURAL -8" METAL STUDS PER STRUCTURAL -BIBS INSULATION -5/8" GWB, TEXTURE AND PAINT PER SPECS
EY-5	<b>FOUNDATION WALL</b> -CONCRETE FOUNDATION WALL PER STRUCTURAL -2" RIGID INSULATION PER SPECS

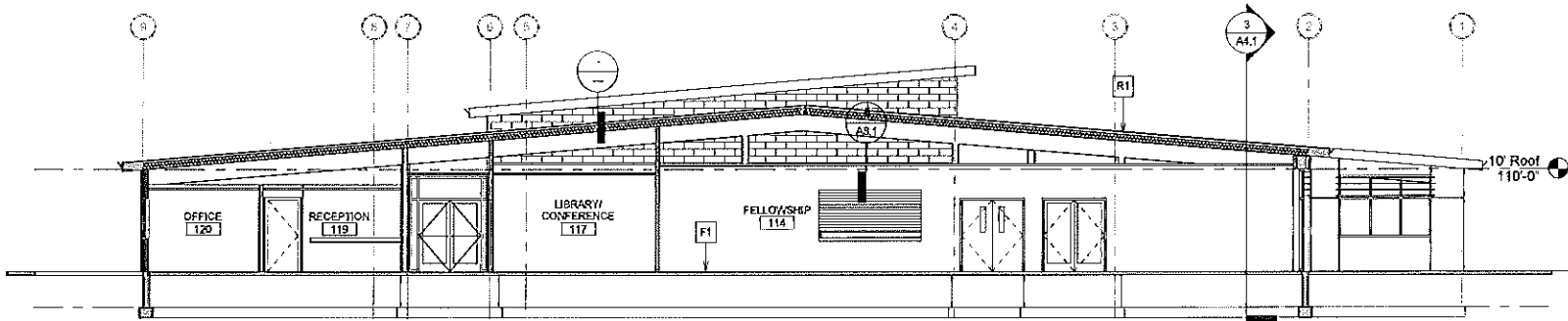
### Horizontal Assemblies

F-1	<b>CONCRETE SLAB ON GRADE</b> -CONCRETE SLAB, SEE STRUCTURAL -5" BASE COURSE, SEE STRUCTURAL AND GEOTECH -VAPOR BARRIER (TAPED AT ALL BEAMS)
F-2	<b>CHANCEL FLOOR</b> -FLOOR FINISH PER FINISH SCHEDULE -3/4" FLOOR SHEATHING PER STRUCTURAL -FLOOR JOISTS PER STRUCTURAL -CEILING FINISH PER FINISH SCHEDULE
R-1	<b>METAL BUILDING ROOF</b> -STANDING SEAM METAL ROOFING PER SPECS -R-10 CONT. INSULATION, R-26 BETWEEN PURLINS, PER SPECS -PURLINS PER STRUCTURAL -STEEL STRAPPING FOR INSULATION ATTACHMENT
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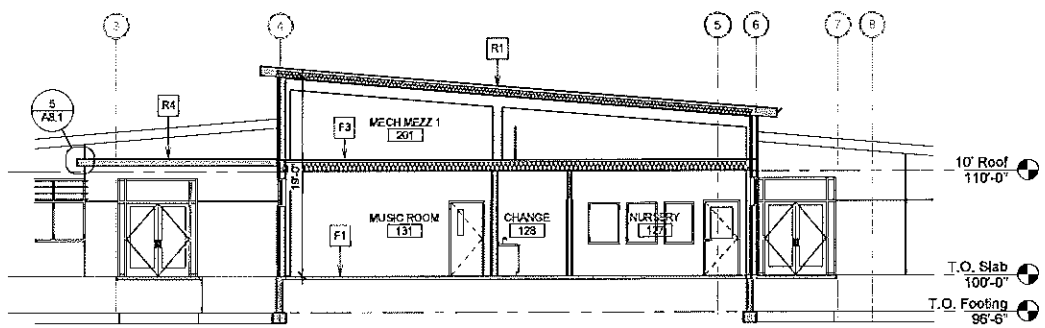


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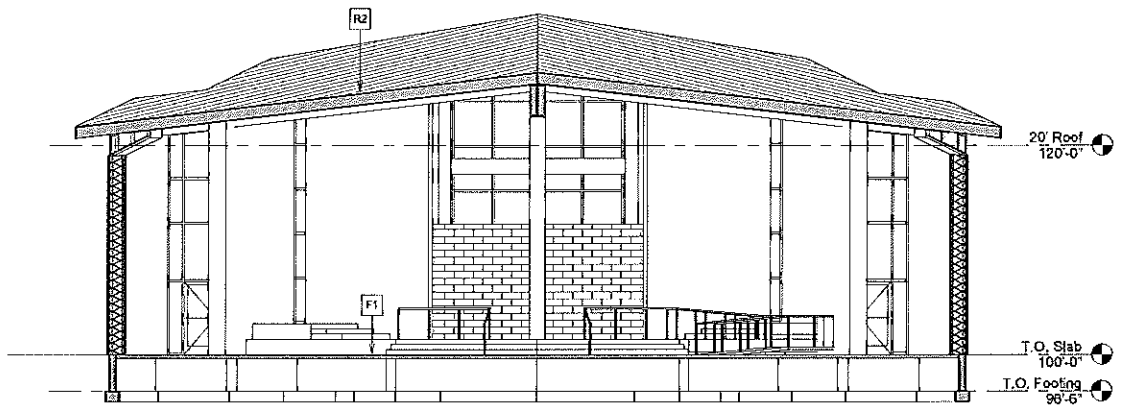
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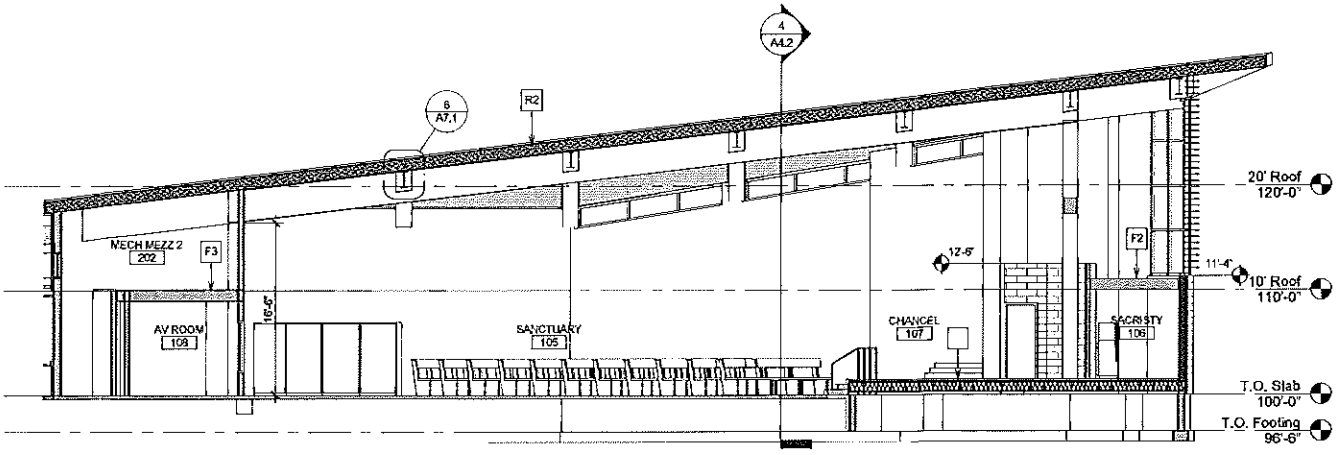
2 Section 2/A4.2  
1/8" = 1'-0"



3 Section 3/A4.2  
1/8" = 1'-0"



4 Section 4/A4.2  
1/8" = 1'-0"



5 Section 5/A4.2  
1/8" = 1'-0"

Revision Number	Revision Date
JOB #	15.002
DATE	8-27-2019

Building Sections

A4.2



A SUBDIVISION PLAT OF  
**SHANAHAN MINOR**  
 SITUATED IN SW1/4 NE1/4, SECTION 22, T. 20 N., R. 3 E., P.M.M., CASCADE COUNTY, MONTANA

**CERTIFICATE OF OWNER:**

WE, LAYNE R. AND DEBORAH L. SHANAHAN, TRUSTEES OF THE LAYNE R. SHANAHAN LIVING TRUST AND THE DEBORAH L. SHANAHAN LIVING TRUST, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND SUBDIVIDED INTO BLOCKS, LOTS, AND EASEMENTS THE FOLLOWING DESCRIBED REAL PROPERTY TO WIT:

TRACT 14 OF CERTIFICATE OF SURVEY NO. 427, SITUATED IN THE NE1/4 OF SECTION 22, T. 20 N., R. 3 E., P.M.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**LEGAL DESCRIPTION:**

COMMENCING AT THE CENTERLINE MONUMENT AT THE INTERSECTION OF FERGOUSON DRIVE AND DIXIE LANE WHICH IS A 1-1/2" BRASS CAP IN MONUMENT BOX;  
 THENCE ALONG THE CENTERLINE OF FERGOUSON DRIVE N00°29'34"W A DISTANCE OF 130.01 FEET TO A POINT ON THE CENTERLINE OF FERGOUSON DRIVE;  
 THENCE DEPARTING FROM SAID CENTERLINE, S89°30'26"W A DISTANCE OF 30.00 FEET TO A POINT THAT LIES ON THE WESTERLY RIGHT-OF-WAY OF FERGOUSON DRIVE, SAID POINT IS ALSO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;  
 THENCE ALONG THE NORTH LINE OF SOUTH PARK ADDITION SUBDIVISION, S89°31'55"W A DISTANCE OF 820.89 FEET TO A POINT THAT LIES ON THE EAST RIGHT-OF-WAY OF FLOOD ROAD;  
 THENCE ALONG SAID EAST RIGHT-OF-WAY, N00°06'19"W A DISTANCE OF 559.11 FEET TO THE SOUTHWEST CORNER OF TRACT 15B, CERTIFICATE OF SURVEY NUMBER 4419;  
 THENCE DEPARTING FROM SAID EAST RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF SAID TRACT 15B, N89°27'57"E A DISTANCE OF 686.10 FEET TO THE WESTERLY BOUNDARY OF THE FIRST SUPPLEMENT TO GRANDE VISTA;  
 THENCE ALONG SAID WESTERLY BOUNDARY, S00°33'12"E A DISTANCE OF 211.76 FEET TO AN ANGLE POINT;  
 THENCE S79°01'25"E A DISTANCE OF 203.89 FEET TO A POINT THAT LIES ON THE WESTERLY RIGHT-OF-WAY OF FERGOUSON DRIVE, SAID POINT IS ON A CIRCULAR CURVE WITH A RADIAL BEARING OF S59°02'49"E AT THAT POINT;  
 THENCE ALONG SAID WEST RIGHT-OF-WAY AND ALONG CIRCULAR CURVE, CONCAVE SOUTHEAST WITH A CENTRAL ANGLE OF 31°26'45", A RADIUS OF 470.00 FEET, AN ARC DISTANCE OF 257.95 FEET TO THE END OF CIRCULAR CURVE;  
 THENCE TANGENTIALLY AND CONTINUING ALONG THE WEST RIGHT-OF-WAY OF FERGOUSON DRIVE S00°29'34"E A DISTANCE OF 62.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING IN ALL 9.931 ACRES.

LOTS 1-2 ARE EXEMPT FROM REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO A.R.M. 17.36.606(2)(a), AS LOTS 1 & 2 HAVE NO EXISTING FACILITIES FOR WATER SUPPLY, WASTEWATER DISPOSAL, AND SOLID WASTE DISPOSAL, AND NO NEW FACILITIES WILL BE CONSTRUCTED ON THE LOTS.

LOT 3 IS EXEMPT FROM SANITATION REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO M.C.A. 76-4-126(2)(a) AS THE DIVISION IS LOCATED WITHIN JURISDICTIONAL AREAS THAT HAVE ADOPTED GROWTH POLICES PURSUANT TO TITLE 76, CHAPTER 1 M.C.A. OR IS WITHIN A FIRST-CLASS OR SECOND CLASS MUNICIPALITY FOR WHICH THE GOVERNING BODY CERTIFIES, PURSUANT TO 76-1-127 M.C.A. THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES ARE PROVIDED.

THE ABOVE DESCRIBED REAL PROPERTY IS TO BE KNOWN AND DESIGNATED AS "SHANAHAN MINOR SUBDIVISION"; THE EASEMENTS SHOWN HEREON ARE HEREBY AND FOREVER DEDICATED FOR THE PURPOSES SPECIFIED HEREON AND;

**DEDICATION OF ACCESS AND UTILITY EASEMENTS:**

A NEW 60' PUBLIC ROADWAY AND UTILITY EASEMENT AND 15' WATER MAIN EASEMENT, PER THIS PLAT. SAID ROADWAY AND UTILITY EASEMENTS SHALL BE FOR THE BENEFIT OF LOTS 1, 2, AND 3 SHOWN HEREON. FURTHERMORE, THE UNDERSIGNED AND ANY SUCCESSORS AND ASSIGNS HEREBY EXPRESSLY RESERVE ITS RIGHT TO USE SAID EASEMENT FOR THE PURPOSE OF ROADWAY CONSTRUCTION, UTILITY INSTALLATIONS, AND SUBSEQUENT MAINTENANCE ACTIVITIES FOR IMPROVEMENTS, AND;

**STATEMENT OF LIMITED PUBLIC SERVICES:**

CERTAIN PUBLIC SERVICES SUCH AS, BUT NOT LIMITED TO, SCHOOL BUSING, SNOW PLOWING AND ROAD MAINTENANCE, MAY NOT BE PROVIDED BY CASCADE COUNTY; AND

**WAIVER TO PROTEST RSJD:**

FOR EACH AND EVERY LOT IN THIS SUBDIVISION, WE THE UNDERSIGNED OWNERS OF SAID PROPERTY, HEREBY FOREVER WAIVE, RELEASE, AND REMISS THE RIGHT TO PROTEST, AS DEFINED BY M.C.A. 7-12-2109 THROUGH 7-12-2112 (1997), AND FURTHER HEREBY ASSENTS, TO ANY CREATION OR EXTENSION OF A RURAL IMPROVEMENT DISTRICT, AS DEFINED BY TITLE 7 CHAPTER 12, PART 21, M.C.A. (1997), WHICH MAY TOUCH AND CONCERN ANY OR ALL OF THE LOTS IN THIS SUBDIVISION AND WHICH MAY HEREAFTER BE PROPOSED FOR THE PAVING OR OTHER IMPROVEMENT OF CERTAIN COUNTY ROAD KNOWN AS [FLOOD ROAD] AND/OR ANY OTHER ROAD THAT MAY PROVIDE ACCESS TO THE LOTS IN THIS SUBDIVISION, AS DEEMED BY THE BOARD OF CASCADE COUNTY COMMISSIONERS, CASCADE COUNTY, MONTANA. THIS ASSENT AND WAIVER SHALL TOUCH, CONCERN, BENEFIT, AND BURDEN EACH AND EVERY LOT IN THIS SUBDIVISION AND SHALL RUN WITH THE LAND AND BE BINDING UPON ANY AND ALL GRANTEEES, TRANSFERREES, SUCCESSORS AND ASSIGNS OF EACH AND EVERY SUCH LOT.

LAYNE R. SHANAHAN LIVING TRUST AND DEBORAH L. SHANAHAN LIVING TRUST

LAYNE R. SHANAHAN, TRUSTEE DATE \_\_\_\_\_ DEBORAH L. SHANAHAN, TRUSTEE DATE \_\_\_\_\_

ATTEST:  
 STATE OF MONTANA )  
 COUNTY OF CASCADE )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF MONTANA, PERSONALLY APPEARED LAYNE R. AND DEBORAH L. SHANAHAN, KNOWN TO ME TO BE THE PERSONS WHOSE EXECUTION OF THE FOREGOING INSTRUMENT, IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR HEREIN ABOVE FIRST WRITTEN.

NOTARY PUBLIC FOR THE STATE OF MONTANA

PRINTED NAME: \_\_\_\_\_

RESIDING AT: \_\_\_\_\_ (SEAL)

MY COMMISSION EXPIRES: \_\_\_\_\_

**CERTIFICATE DISPENSING WITH PARK AND PLAYGROUND**

WHEREAS, SINCE THE ACCOMPANYING PLAT IS EXEMPT FROM PARK OR PLAYGROUND REQUIREMENTS IN SECTION 76-3-621 (3) (b), M.C.A., THE COUNTY COMMISSION OF CASCADE COUNTY, MONTANA DURING ITS REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015 DISPENSES WITH ANY PARK OR PLAYGROUND REQUIREMENTS.

CASCADE COUNTY COMMISSION

ATTEST:

CLERK & RECORDER, CASCADE COUNTY, MT.

**CERTIFICATE OF COUNTY TREASURER**

I, JAMIE BAILEY, CASCADE COUNTY TREASURER, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS COVERING THE AREAS INCLUDED WITHIN THE ACCOMPANYING PLAT PURSUANT TO SECTION 76-3-611(1)(b), M.C.A., AND THAT NO REAL PROPERTY TAXES OR SPECIAL ASSESSMENTS LEVIED ON THE LAND ENCOMPASSED BY SHANAHAN MINOR SUBDIVISION, ARE DELINQUENT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

JAMIE BAILEY, CASCADE COUNTY TREASURER

**CERTIFICATE OF PLANNING BOARD**

WE, THE UNDERSIGNED, \_\_\_\_\_, CHAIRMAN OF THE CASCADE COUNTY PLANNING BOARD, CASCADE COUNTY, MONTANA, AND SUSAN CONWELL, PLANNING DIRECTOR OF SAID PLANNING BOARD, DO HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN EXAMINED BY THEM AND WAS FOUND BY THEM TO CONFORM TO LAW AND WAS APPROVED AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

CHAIRMAN, CASCADE COUNTY PLANNING BOARD

SUSAN CONWELL, PLANNING DIRECTOR, CASCADE COUNTY PLANNING BOARD

**CERTIFICATE OF COUNTY COMMISSION**

THE COUNTY COMMISSION OF CASCADE COUNTY, MONTANA DOES HEREBY CERTIFY THAT IT HAS EXAMINED THIS SUBDIVISION PLAT AND HAVING FOUND THE SAME TO CONFORM TO LAW, APPROVES IT AT A MEETING HELD ON

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

CHAIRPERSON, CASCADE COUNTY COMMISSION

ATTEST:  
 CASCADE COUNTY, CLERK & RECORDER

**CERTIFICATE OF SURVEYOR**

I, MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MONTANA REGISTRATION NUMBER 12920 ES, DO HEREBY CERTIFY THAT DURING THE MONTH OF OCTOBER, 2014 THROUGH JAN., 2015, THAT I PERFORMED THE SURVEY THAT THE ACCOMPANYING PLAT REPRESENTS AND THAT THIS SURVEY IS IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN 76-3-402 AND 403, M.C.A., AND THAT THE MONUMENTS FOUND AND SET ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON.

DATED THIS 2nd DAY OF APRIL, 2015.

MARK LEO, PROFESSIONAL ENGINEER AND LAND SURVEYOR, MONTANA REGISTRATION NUMBER 12920 ES



EXAMINED FOR COMPLIANCE WITH SUBDIVISION & PLATTING ACT  
 TREASURER'S STAMP YES \_\_\_ NO \_\_\_  
 DATE \_\_\_\_\_  
 BY \_\_\_\_\_  
 CASCADE COUNTY PLANNING BOARD

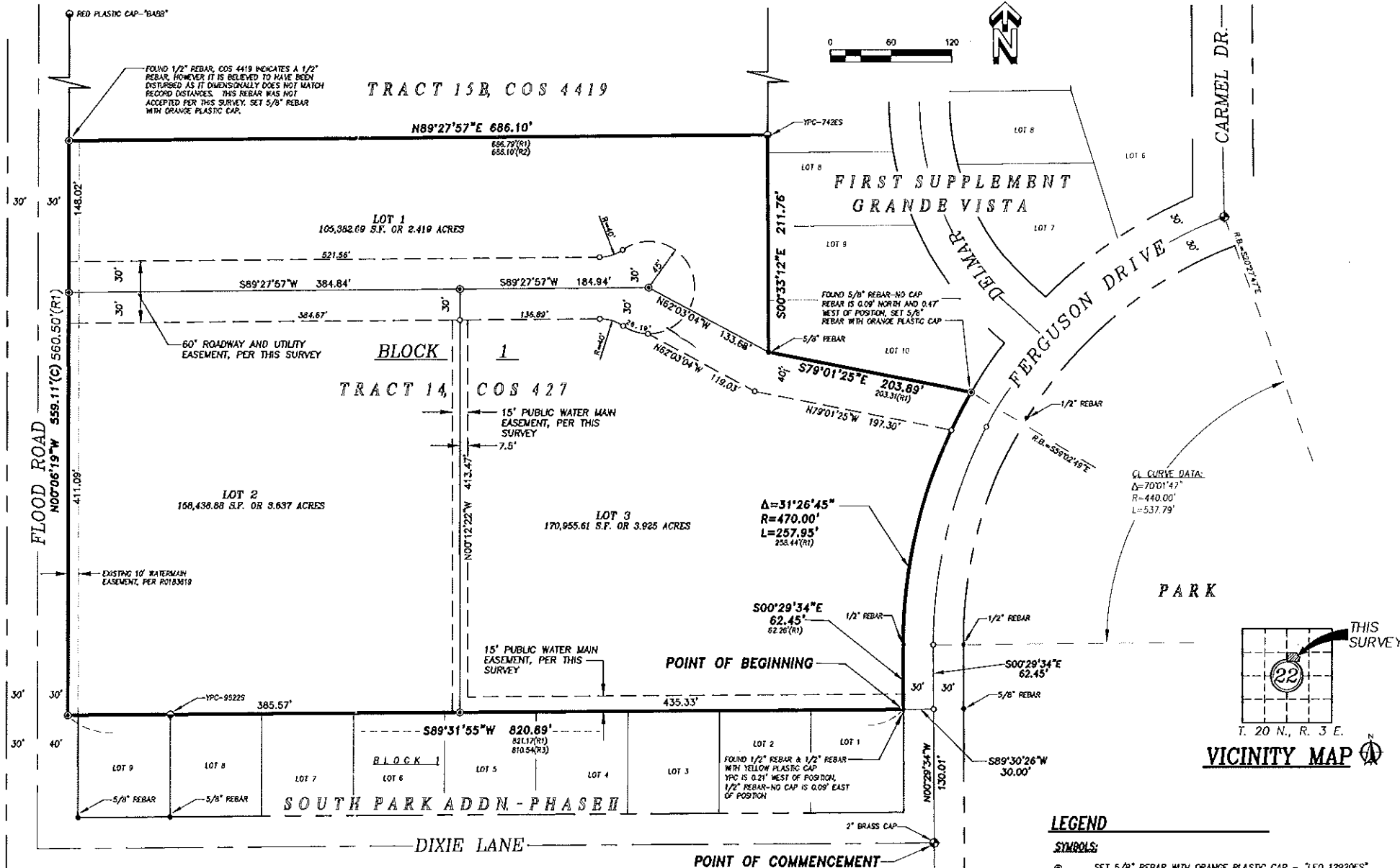
**CERTIFICATE OF PUBLIC WORKS DIRECTOR:**

I, JIM REARDEN, PUBLIC WORKS DIRECTOR FOR THE CITY OF GREAT FALLS, MONTANA, DO HEREBY CERTIFY THAT I EXAMINED THE ACCOMPANYING SUBDIVISION PLAT AND THE SURVEY IT REPRESENTS, AND THAT I FOUND THE SAME CONFORMS TO REGULATIONS GOVERNING THE PLATTING OF LANDS, AND TO PRESENTLY PLATTED ADJACENT LAND, AS NEAR AS CIRCUMSTANCES WILL PERMIT AND I DO HEREBY APPROVE THE SAME.

BY:

JIM REARDEN, PUBLIC WORKS DIRECTOR, CITY OF GREAT FALLS, MONTANA

DATE \_\_\_\_\_



**LEGEND**

**SYMBOLS:**

- ⊙ SET 5/8" REBAR WITH ORANGE PLASTIC CAP - "LED 12920ES"
- ⊕ FOUND CENTERLINE MONUMENT (AS DESCRIBED)
- ⊙ FOUND REBAR WITH PLASTIC CAP (AS DESCRIBED)
- FOUND REBAR - NO CAP (AS DESCRIBED)
- POSITION ONLY - NO MONUMENT FOUND OR SET

**ABBREVIATIONS:**

- (R1) RECORD INFORMATION, CERTIFICATE OF SURVEY 447
- (R2) RECORD INFORMATION, CERTIFICATE OF SURVEY 4419
- (R3) RECORD INFORMATION, SOUTH PARK ADDITION - PHASE II
- (R4) RECORD INFORMATION, FIRST SUPPLEMENT TO GRANDE VISTA
- (M) MEASURED, THIS SURVEY
- (C) CALCULATED POSITION
- YPC YELLOW PLASTIC CAP

SHEET TITLE: SHANAHAN MINOR		
JOB NO.: 1480	DRAWING NAME: 1480-COUNTY PLAT.DWG	SHEET: 1 OF 1
FILE NO.:	DATE: 4-02-15	



**BIG SKY CIVIL & ENVIRONMENTAL, INC**  
 3324 13th Ave. SW  
 P.O. BOX 3625  
 GREAT FALLS, MT 59403  
 (406)727-2185 OFFICE  
 (406)727-3856 FAX  
 www.bigskycivil.com

**IMPROVEMENT AGREEMENT FOR FAITH LUTHERAN CHURCH OF GREAT FALLS,  
FOR LOTS 1, 2, AND 3 OF BLOCK 1 OF SHANAHAN MINOR,  
LOCATED IN THE SW¼ NE¼ OF SECTION 22, TOWNSHIP 20  
NORTH, RANGE 3 EAST, P.M.MT., CASCADE COUNTY, MONTANA**

The following is a binding Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Faith Lutheran Church of Great Falls, a religious corporation of the State of Montana, hereinafter referred to as "Owner," the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", regarding the requirements for annexation into the corporate limits of City of a tract of land legally described as Lot 3 of Block 1 of Shanahan Minor, located in the SW¼ NE¼ of Section 22, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana, hereinafter referred to as "Subject Property". Shanahan Layne R Living Trust et al. (hereafter "Shanahan"), owner of Lots 1 and 2 of Block 1 of Shanahan Minor, located in the SW¼ NE¼ of Section 22, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana, agrees to and is bound by the provisions of this Agreement outlined in Paragraph 7A-G and by signing this Agreement, therefore agree to terms applicable to Shanahan-owned property. The City is authorized to enter into this Agreement by 17.68.010-040 of the Official Code of the City of Great Falls.

**1. Supporting Document.**

- A. Subdivision Plat of Shanahan Minor filed of record in the Clerk and Recorder's Office of Cascade County, Montana (P-2015-0000009 PL).
- B. Engineering drawings, specifications, reports and cost estimates, preliminary and final, prepared for the Subject Property, consisting of documents for, but not limited to, sanitary sewer mains, water mains, storm drainage improvements, and paving.
- C. Legal documents, including but not limited to any articles of incorporation, bylaws, covenants, and declarations establishing the responsibilities of owners recorded in the Clerk and Recorder's Office of Cascade County, Montana.

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

- A. The Owner understands that failure to build in compliance with approved plans is a breach of this Agreement and 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 and the Administrator (the Administrator is the person charged by the City Manager with the administration of this improvement agreement) is hereby authorized to permit minor changes to approved plans, as provided below.
    - a. Before making changes, the applicant must submit revised plans to the Administrator for review. Failure to do this before the proposed change is made is a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within five (5) business days of receipt of the revised plan.
    - b. Based on a review of the revised plans, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the Subject Property or the OCCGF.
    - c. Based on a review of the revised plans, the Administrator may permit substitutions for proposed building and construction materials provided that the proposed substitute has the same performance and, for exterior materials, appearance as the originally approved material.
    - d. 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 submitted to and then considered for approval by the Administrator.
  - B. Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. 'Substantial Change' versus 'Minor Change' is described as follows:
    - a. 'Substantial Change' is defined here 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; or changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.
  - C. "As Built" reproducible drawings shall be supplied to the City Engineer upon completion of the construction.
- 3. Successors.** This Agreement and the approval by the City on which it is based run with the land. This Agreement applies to any party to whom the land is conveyed by any means, in whole or in part, and is binding on them as if they were the Owner who has signed below.

**4. Fees And Charges.**

A. Owner shall pay the following fees as provided by City policy and resolution:	
a. Storm Drain Fee (\$250/acre x 3.925 acres)	\$ 981.25
b. Current reimbursement owed for public sewer main installed in Ferguson Drive in 2007 as part of South Park Addition Phase I. Reimbursement owed to North Park Investments, LLC is 100% of the installation cost of the sewer main. Refer to invoice number 2008, dated 9/19/2007, on file in the City Engineer's Office.	\$ 18,497.75
c. Current reimbursement owed for public water main installed in Ferguson Drive in 2008 as part of South Park Addition Phase II. Reimbursement owed to the City of Great Falls is 50% of the installation cost of this water main. 50% of \$13,024.00 is \$6,512.00. Refer to Invoice number 2007004, dated 5/8/2008, on file in the City Engineers Office.	\$ 6,512.00
d. Recording fees for Improvement Agreement and Resolution (\$11 per page x 9 pages)	\$ 99.00
<hr/>	
e. Total fees made payable to City of Great Falls	\$ 26,090.00

These fees are in addition to the \$2,000.00 application fee for City zoning, the \$500.00 application fee for Annexation, and the \$1,500.00 application fee for a Conditional Use Permit, which have been paid prior to this Improvement Agreement.

- B. The total fees summarized in Section A above shall be paid to the City no later than 30 days after City Commission action to annex Subject Property into the City.
- C. Owner or its successors or assigns shall reimburse City for its expenses incurred for inspection, testing and acceptance of public utilities serving the Subject Property and sidewalk at the rates charged by City for said work at the time performed.
- D. Water service tapping and water and sewer service connection fees will be assessed at the time of installation.
- E. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

**5. Public Improvements.**

- A. Upon annexation into the City of Great Falls, the Owner hereby agrees to install a sidewalk on the west side of Ferguson Drive, adjacent to the Subject Property. Said sidewalk shall be installed in accordance with Title 17 - Land Development Code of the Official Code of the City of Great Falls after review and approval of the City Public Works Department.

- B. Upon annexation into the City of Great Falls, the Owner hereby agrees to install three public fire hydrant assemblies on the site at a location as stipulated by the City. Such fire hydrant assembly shall include a 20-foot wide public utility easement (10-feet on each side of the fire line and hydrant) and be designed and constructed in accordance with City and Montana State Department of Environmental Quality standards.
- C. The Owner agrees to install all on-site improvements required for the Development, prior to certificate of occupancy of any structure built upon the Subject Property, which shall be installed as shown on the final construction plans that are submitted to and approved by the City's Public Works Department. The on-site improvements shall include everything required to provide water, sanitary sewer, stormwater management, and access. The Owner shall provide public utility easements for all required public utilities.

**6. Other Required Improvements.**

- A. The Owner agrees to pave with asphalt the Private Roadway Easement from Flood Road, as shown on the Shanahan Minor subdivision plat, to the beginning of the northern parking lot entrance of the Subject Property. Said roadway may be constructed to a driveway standard with a minimum width of 22 feet. The Owner shall submit plans and specifications to the City's Public Works Department for review and approval. Prior to construction of said roadway, the Owner shall obtain an Encroachment Permit from Cascade County for access onto Flood Road.

**7. Future Improvements.**

Shanahan, owner of Lots 1 and 2 of Block 1 of Shanahan Minor shall:

- A. At or before the time Lot 1 or 2 annex into the City of Great Falls and develop, construct and maintain an 8-foot wide concrete sidewalk for the entire length of the 40-foot easement shown on the Shanahan Minor subdivision plat, north of the Subject Property. A perpetual maintenance agreement for such sidewalk shall be provided to the City Public Works and Planning and Community Development Department for review and approval before construction.
- B. At or before the time Lot 1 or 2 annex into the City of Great Falls and develop, construct public storm drain and sanitary sewer main utilities along the entire length of the 40-foot easement shown on the Shanahan Minor subdivision plat, north of the Subject Property, continuing west to the eastern edge of Flood Road, where it will be stubbed for future extensions.
- C. At or before the time Lot 1 or 2 annex into the City of Great Falls and develop, dedicate the Private Driveway Easement to the City of Great Falls as a public roadway. Improvements to said driveway shall be constructed to City standard local roadway requirements for public streets. Plans and specifications shall be submitted to the City's Public Works Department for review and approval before construction.
- D. At the time Lot 1 or 2 annex into the City of Great Falls and develop, construct a sidewalk along the portion of the cul-de-sac abutting the Subject Property.
- E. At or before the time Lot 1 or 2 of Shanahan Minor annex and develop, construct improvements to said cul-de-sac to City standard public roadway requirements. Plans and specifications shall

be submitted to the City's Public Works Department for review and approval before construction. The Owner shall have no financial obligation or responsibility in the construction of said cul-de-sac.

- F. At or before the time Lot 2 of Shanahan Minor annex and develop, shall reimburse Valley Community Bible Church for 50% of the full cost for the construction of the 8-inch water main for their proportionate share along Flood Road, north of South Park Phase II Addition. Said reimbursement is described in the Annexation/Development Agreement for the Amended Plat of Tract 3, Block 14 and Block 15 Belview Palisade Addition, Cascade County record number R0183931 GFA. Amount to be reimbursed is in reference to actual costs and as built plans on file in the City Engineer's office.

The Owner shall:

- G. Dedicate the portion of the cul-de-sac abutting its northern property line to the City of Great Falls, as a public roadway, at the time Lot 1 or 2 of Shanahan Minor annex into the City of Great Falls and develop.

The provisions of this Section 7 A-G, run with the land. Upon the transfer of ownership of the Shanahan property in Lots 1 or 2 of Shanahan Minor, or of Owner's property, the prior owner's (whether the owner that signed this agreement or a subsequent owner) obligations under this agreement are released as to that owner and the obligations hereunder run to the new owner of the property. Only the owner of the parcel of property at the time obligations arise is obligated to satisfy the terms of this agreement.

**8. Future Reimbursements Owed To Faith Lutheran Church of Great Falls.**

- A. The City shall reimburse for the reasonable cost difference in the oversizing of the public water main in Flood Road, from 8-inch to 12-inch. Amount to be reimbursed is in reference to actual costs and as built plans on file in the City Engineer's office.
- B. Shanahan, owner of Lots 1 and 2 of Block 1 of Shanahan Minor, shall reimburse the City for the full cost of extending the public water main from the northwestern edge of the Subject Property to Flood Road. Amount to be reimbursed is in reference to actual costs and as built plans on file in the City Engineer's office.

The provisions of this Section 8 A-B, run with the land. Upon the transfer of ownership of the Shanahan property in Lots 1 or 2 of Shanahan Minor, or of Owner's property, the prior owner's (whether the owner that signed this agreement or a subsequent owner) obligations under this agreement are released as to that owner and the obligations hereunder run to the new owner of the property. Only the owner of the parcel of property at the time obligations arise is obligated to satisfy the terms of this agreement.

- 9. 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 and Shanahan hold the City harmless for natural conditions and for any faults in their own assessment of those conditions.

- 10. Restrictions On Building Permits.** A Stormwater Management Plan shall be developed to City standards and shall be submitted to the City Public Works Department for review and approval prior to issuance of building permits.
- 11. Maintenance Districts.** Owner hereby agrees to waive its right to protest and appeal the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to the Subject Property.
- 12. Public Roadway Lighting.** Owner hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities that service the Subject Property, and further agrees to pay for its proportionate share of the costs associated with roadway lighting which services the Subject Property that may be installed with or without a special lighting district.
- 13. Warranty, Ownership And Inspection Of Public Improvements.** Installation of all public streets, water, sewer, storm drain, and other public improvement required for the Subject Property shall be subject to the City's inspection policy in place at the time of installation.
- 14. City Acceptance and Zoning.** In consideration of the terms of this Agreement, the City hereby accepts and approves Lot 3 of Block 1 of Shanahan Minor, located in the SW¼ NE¼ of Section 22, Township 20 North, Range 3 East, P.M.MT., Cascade County, Montana, for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned zoning classification of R-3 Single-family high density.
- 15. Limitation of Liability.** The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owner and Shanahan are exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State requirements, and other applicable standards. The City's limited plan review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owner, Shanahan, nor any third party may rely upon the City's limited review or approval.

The Owner and Shanahan shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that owner's property described herein. Upon the transfer of ownership of property, the prior owner's (whether the Owner that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation runs to the new owner of the property. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost is obligated to indemnify, and no owner of property in the Subdivision is obligated to indemnify

for adverse conditions on property owned by someone else. This indemnification by the owner of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

**16. Binding Effect.** The provisions, covenants and terms of this Agreement shall run with the land and bind the present owners, their devisees, heirs, successors, and assigns; and any and all parties claiming by, through, or under them, shall be taken to agree and covenant with each of the parties to the Agreement, their devisees, heirs, successors and assigns, to conform to the provisions, covenants and terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day, month and year first hereinabove written.

THE CITY OF GREAT FALLS, MONTANA  
A Municipal Corporation of the State of Montana

\_\_\_\_\_  
Gregory T. Doyon, City Manager

ATTEST:

\_\_\_\_\_  
Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT:

\_\_\_\_\_  
Sara R. Sexe, City Attorney



FAITH LUTHERAN CHURCH OF GREAT FALLS  
A Religious Corporation of the State of Montana

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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 \_\_\_\_\_

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

(NOTARIAL SEAL)

Shanahan Layne R Living Trust et al. Owners of Lots  
1 and 2 of Block 1 of Shanahan Minor

By: \_\_\_\_\_  
Its: Trustee \_\_\_\_\_

By: \_\_\_\_\_  
Its: Trustee \_\_\_\_\_

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 \_\_\_\_\_ and \_\_\_\_\_ (trustees), 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 \_\_\_\_\_

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

(NOTARIAL SEAL)