



Item: Ordinance 3151 – An Ordinance by the City Commission of the City of Great Falls to rezone the property legally described as West Ridge Addition Phases VII – XI, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana, from R-3 Single-family high density district to PUD Planned unit development district; and, preliminary amended plat of Lots 7-12, Block 5, and Lots 1-6, Block 6, Final Plat of West Ridge Addition, Phase VII, of Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, MT.

Applicant: S & L Development, LLC, Owner

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

Action Requested: City Commission accept Ordinance 3151 on first reading and set a public hearing for February 21, 2017, and approve the preliminary amended plat of West Ridge Phase VII.

Suggested Motion:

1. Commissioner moves:

- I. “I move that the City Commission (accept/deny) Ordinance 3151 on first reading and set a public hearing for February 21, 2017.”

And if motion I is made in the affirmative, then;

- II. “I move the City Commission (approve/deny) preliminary amended plat of West Ridge Addition Phase VII.”

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

Recommendation:

At the conclusion of a public hearing held on December 13, 2016, the Zoning Commission recommended the City Commission approve rezoning request from R-3 Single-family high density to PUD Planned Unit Development for the subject, and the Planning Advisory Board recommended approval of the subsequent minor subdivision preliminary amended plat, all subject to fulfillment of the following Conditions of Approval:

1. **General Code Compliance.** The proposed project shall be developed consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Amended Plat.** Provide an Amended Plat of the subject property which shall incorporate corrections of any errors or omissions noted by Staff.
3. **Utilities.** The final engineering drawings and specifications for public improvements for the subject property shall be submitted to the City Public Works Department for review and approval.
4. **Land Use & Zoning.** Except as provided herein, development of the property shall be consistent with allowed uses and specific development standards for this PUD Planned unit development district designation.
5. **Subsequent modifications and additions.** If after establishment of townhomes, the owner proposes to expand or modify the use, buildings, and/or structures, the Director of the Planning Department shall determine in writing if such proposed change would alter the finding for one or more review criteria. If such proposed changes would alter a finding, the proposal shall be submitted for review as a new development application. If such proposed change would not alter a finding, the owner shall obtain all other permits as may be required.

The notice of public hearing was published in the *Great Falls Tribune* on November 27, 2016, prior to the Planning Advisory Board/Zoning Commission public hearing. To date, Staff has received three phone calls from residents with general questions about the proposed project.

Background:

The subject property is located in the vicinity of 2nd Street Northeast and 4th Street Northeast, from 41st Avenue Northeast to what will eventually be 43rd Avenue Northeast. The subject property is ±58.749 acres and will consist of West Ridge Addition, Phases VII – XI after all phases are final platted. The City Commission approved annexation of the whole property, assigning R-3 Single-family high density zoning, and the final plat of West Ridge Addition, Phase VII on August 18, 2015.

Rezone Request:

The subject property is currently zoned R-3 Single-family high density. The Owner is requesting that the subject property be rezoned from the R-3 district to PUD Planned Unit Development district in order to have the option of building either detached single-family residential dwelling units or 2-unit townhomes throughout the subdivision.

The Official Code of the City of Great Falls (OCCGF) Title 17 - Land Development Code permits townhouses (similar to the proposed “townhome” units) in the R-3 zoning district with a conditional use permit, but only in groups of 3 to 8 attached units. However, along Northview Avenue, off of 9th Street Northeast, approximately 1 mile to the east of the subject property, PUD zoning was established for 2-unit residential building, with the units separated by a property line where the shared wall is located.

Use of the PUD zoning district allows for this mix of residential uses to be established within close proximity to one another, per OCCGF § 17.20.2.040 Establishment and purpose of districts, which states:

“A Planned Unit Development district is a special type of zoning district that is proposed by the developer to account for a desired mix of uses. Each district is unique and therefore has its own set of development standards which are documented in the approval.”

Because similar housing and lot configurations exist in this area of the City, with similar look, function and impact, it would not be inappropriate to establish PUD zoning and adopt similar building envelope and dimensional standards for the subject property.

PUD zoning district classification is subject to building envelopes and setbacks. The proposed development standards for both the 2-unit townhomes and detached single-family units are attached. The proposed development standards for the PUD have underlying R-3 Single-family high density development standards, and will be compatible with adjacent neighborhoods to the west and south. An example of the proposed 2-unit townhome elevations is also attached.

The basis for decision on zoning map amendments is listed in OCCGF § 17.16.40.030. The recommendation of the Planning Advisory Board/Zoning Commission and the decision of City Commission shall at a minimum consider the criteria which are attached as Findings of Fact – Zoning Map Amendment.

Amended Plat Request:

Concurrent to the rezoning request, the applicant is also requesting a subsequent minor subdivision, boundary line adjustment and amended plat that involves boundary line adjustments and subdivision of the existing 12 lots in Phase VII to create 16 lots along the north and south side of 41st Avenue Northeast, between the west property line and 2nd Street Northeast (see the attached Draft Amended Plat, Preliminary Plat, and Final Plat for reference). The Owner would like to start developing this portion of the subject property with the aforementioned 2-unit townhomes.

Lots shown on the approved preliminary plat for Phases VII - XI of West Ridge Addition range in size from $\pm 9,771$ square feet and $\pm 11,801$ square feet. The lots on the proposed amended plat for the western portion of Phase VII would range in size from $\pm 8,320$ square feet to $\pm 8,503$ square feet. The final plat of West Ridge Addition, Phase VII, is currently 38 lots on ± 12.46 acres, which is a density of 3.05 dwelling units per acre (du/ac). The proposed amended plat would increase the density to 42 lots, or 3.37 du/ac.

Even though this seems as simple as a minor subdivision, section 76-3-609 (3) of the Montana Code Annotated (MCA) lists the criteria for a subsequent minor subdivision to be reviewed, which is the same as a major subdivision. The basis for decision to approve, conditionally approve, or deny a proposed subdivision is whether the subdivision application, preliminary plat, applicable environmental assessment, public hearing, planning board recommendations, or additional information demonstrate that development of the proposed subdivision meets the requirements of 76-3-608 MCA. The governing body shall issue written findings of fact that weigh the criteria in of 76-3-608 (3) MCA, which are attached as Findings of Fact – Subdivision.

Improvements:

Roadways

The Owner has connected Phase VII of the subject property to existing City roadways. The owner will also be responsible for expanding City roadways to future phases when they are final

platted and constructed. Sidewalks will be constructed along each lot frontage at the time of home construction, and will connect to a fully built-out sidewalk network. No changes to the road or sidewalk network are being proposed with this application.

From the Institute of Transportation Engineers (ITE) Trip Generation Manual (9th edition), the initial proposed development of only detached single-family residential units creates an average trip generation rate of 9.52 trips per occupied dwelling unit on a weekday, resulting in 1,628 estimated daily trips from the original 171 units for West Ridge Addition, Phases VII – XI.

Per the ITE, the average trip generation of a condominium or townhouse is 5.81 trips per dwelling unit. The total number of 2-unit townhomes that could be constructed throughout West Ridge Addition, Phases VII – XI is not set because the requested PUD zoning allows for flexibility with developers and contractors being able to respond to market demand at time of construction.

An example of how the differences between residential types and trip generation rates may impact the traffic in the vicinity is shown on the following table. This example takes the increase in lots created in Phase VII, via the requested subsequent minor subdivision and zone change, and assumes that this will be the case for all remaining future phases. This would create 18 new lots total between the west property line and 2nd Street Northeast for all phases. This example also only looks at developing townhomes between the west property line and 2nd Street Northeast for all phases, which currently consists of 54 lots. The following table shows the maximum reduction in trips (if all units are townhomes), as well as the maximum increase in trips (if all single-family units are constructed on the existing plus additional lots).

CALCULATION OF ESTIMATED CHANGE IN TRIPS GENERATED BY A CHANGE FROM SINGLE-FAMILY UNITS TO TOWNHOUSE UNITS		
	Single Family	Condominium/Townhouse
Weekday avg. daily trip ends per unit*	9.52	5.81
Currently 54 SF Units	515 trips	
Convert all 54 SF Units to Townhouses		- 201 trips
Add 18 Townhouse Units		+ 105 trips
TOTAL POSSIBLE REDUCTION	-96 average daily weekday trips	
All SF Units, plus 18 new SF Units	+172 trips	
TOTAL POSSIBLE ADDITION	+172 average daily weekday trips	
* SOURCE: ITE Trip Generation Manual, 9th Edition		

While the above table shows the extreme ranges of trips, a mixture of single-family and townhome units are anticipated. Therefore, the actual change in traffic will likely be negligible, and the existing transportation network and proposed roadway layout will have sufficient capacity to accommodate traffic generated by the proposed zone change and potential for increased density via similar subdivision requests.

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. Most of the required infrastructure for Phase VII has already been installed at the Owner's expense. Future phases will also be installed at the Owner's expense in accord with the requirements of the OCCGF and the attached Improvement Agreement.

Storm Water Management

The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder's office on September 3, 2015, record # R0311745 GFA, outlines the Owner's permanent and temporary storm water management requirements in sections 12.4 and 20. This Agreement is attached for reference. The Owner has worked with the City Public Works and Planning and Community Development Departments and the owner of Thaniel Addition for the general location of a principal detention pond located on the northwest corner of the Thaniel Addition property, with a secondary, larger detention pond being located immediately north on the adjacent property. This is still being worked out, but both developers will be participating in the cost of a storm water master plan for the area for what the ultimate improvements required will be. All future storm water management plans will be reviewed and approved by the Public Works Department.

Neighborhood Council Input

The subject property is located in Neighborhood Council #3. The Owner presented information to Council #3 on December 1, 2016, and the Council voted in favor of the project.

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:

The subject property has already been annexed, so services are already being provided by the City, and the cost of infrastructure improvements are being covered by the Developer per the agreed upon terms of the Improvement Agreement for the West Ridge Addition, Phases VII through XI. The rezone request and amended plat provide for a slight increase in density, which increases the City's tax base and increases revenue.

Alternatives:

The City Commission could deny acceptance of Ordinance 3151 on first reading and not set the public hearing. However, such action would deny the applicant due process and consideration of a public hearing, as provided for in City Code and State Statute. The City Commission could deny the preliminary amended plat pursuant to MCA 76-3-604.

Exhibits: Ordinance 3151 & Attachment A - PUD Development standards
 Aerial Map
 Zoning Map
 Finding of Fact - Zoning Map Amendment
 Title 17, Ex. 20-4 Development Standards for Residential Zoning Districts
 Example renderings of 2-unit townhome
 Findings of Fact - Subdivision

Draft Amended Plat of Phase VII
Existing Final Plat of Phase VII
Preliminary Plat of Phases VII - XI
Improvement Agreement for West Ridge Addition, Phases VII – XI

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Patty Cadwell, Neighborhood Council Coordinator
Shawna Rothwell, S & L Development, jmrothwell@bresnan.net
Leanne Bailly, S & L Development, leannekk@yahoo.com
Gary Knudson, S & L Development, glknudson.eng70@yahoo.com

ORDINANCE 3151

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS TO REZONE THE PROPERTY LEGALLY DESCRIBED AS WEST RIDGE ADDITION PHASES VII – XI, PREVIOUSLY KNOWN AS PERETTI ADDITION TRACT 2, LOCATED IN THE SE ¼ SECTION 26, TOWNSHIP 21 NORTH, RANGE 3 EAST, PM, CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA, FROM R-3 SINGLE-FAMILY HIGH DENSITY DISTRICT TO PUD PLANNED UNIT DEVELOPMENT DISTRICT.

* * * * *

WHEREAS, West Ridge Addition Phases VII – XI, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana, are presently zoned R-3 Single-family high density residential district; and,

WHEREAS, the property owner, S & L Development, LLC, has petitioned the City of Great Falls rezone said property to PUD Planned unit development district; and,

WHEREAS, notice of assigning said zoning classification to the subject property was published in the *Great Falls Tribune* advising that a public hearing on this zoning designation would be held on the 21st day of February, 2017, before final passage of said Ordinance herein; and,

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

WHEREAS, the zoning map amendment on said property meets the Basis of Decision requirements in the Official Code of the City of Great Falls, Section 17.16.40.030; and,

WHEREAS, the Great Falls Zoning Commission conducted a public hearing on December 13, 2016, to consider said rezoning from R-3 Single-family high density residential district to PUD Planned unit development district and at the conclusion of said hearing passed a motion recommending the City Commission rezone the property legally described as West Ridge Addition Phases VII – XI, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana.

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

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

Section 2. That West Ridge Addition Phases VII – XI, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana, be rezoned to PUD Planned unit development district, subject to the setbacks, and other development standards attached hereto as Attachment A, and by this reference made a part hereof, as well as all other applicable regulatory codes and ordinances.

Where the Official Code of the City of Great Falls regulations apply to a specific zoning district, the R-3 Single-family high density district regulations shall apply to the subject property where not in conflict with Attachment A.

Section 3. This ordinance shall be in full force and effect thirty (30) days after its passage and adoption by the City Commission.

ACCEPTED by the City Commission of the City of Great Falls, Montana on first reading January 3, 2017.

Bob Kelly, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

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

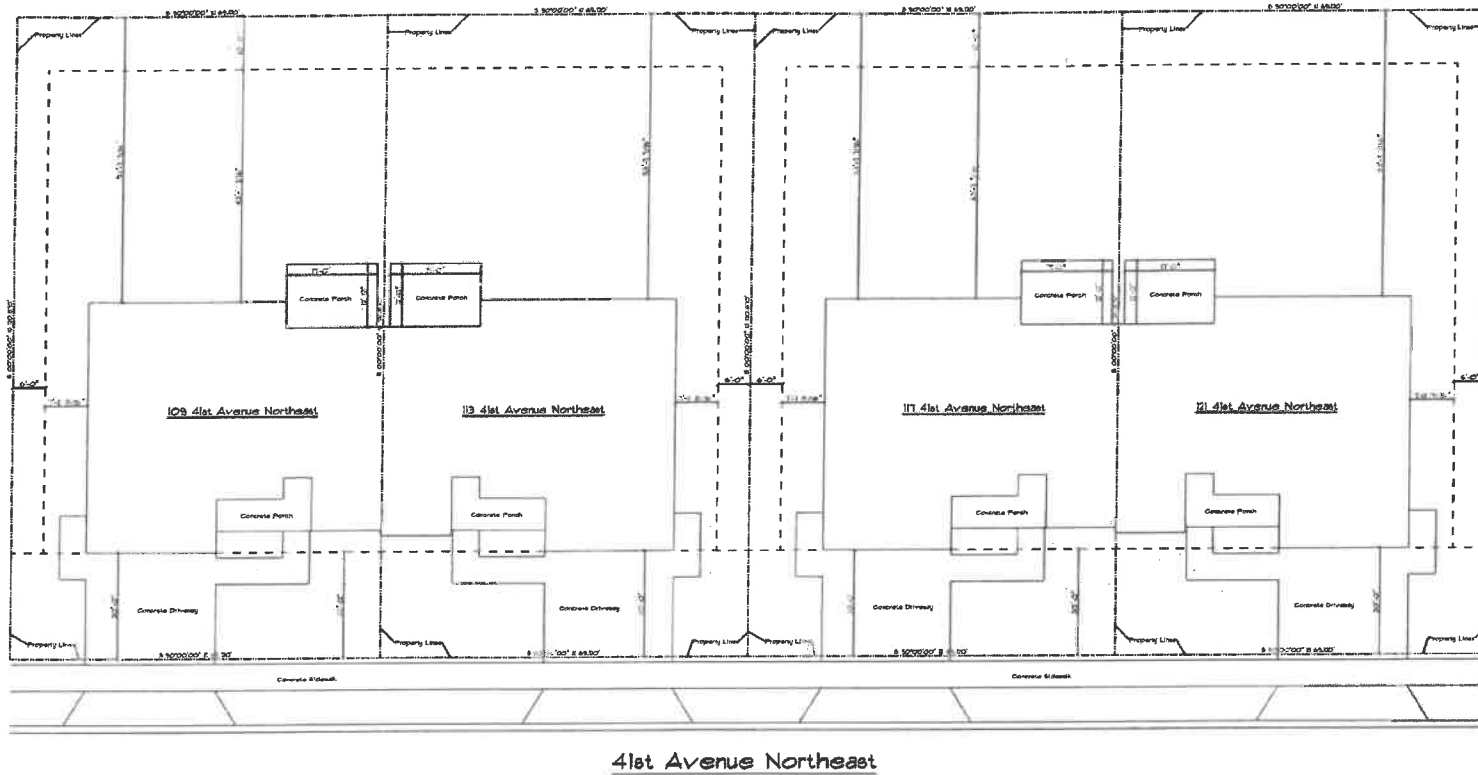
I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do certify that I did post as required by law and as prescribed and directed by the City Commission, Ordinance 3151 in three conspicuous places within the limits of said City to-wit:

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)

Ordinance 3151 Attachment A
PUD Development Standards for 2-unit Townhomes

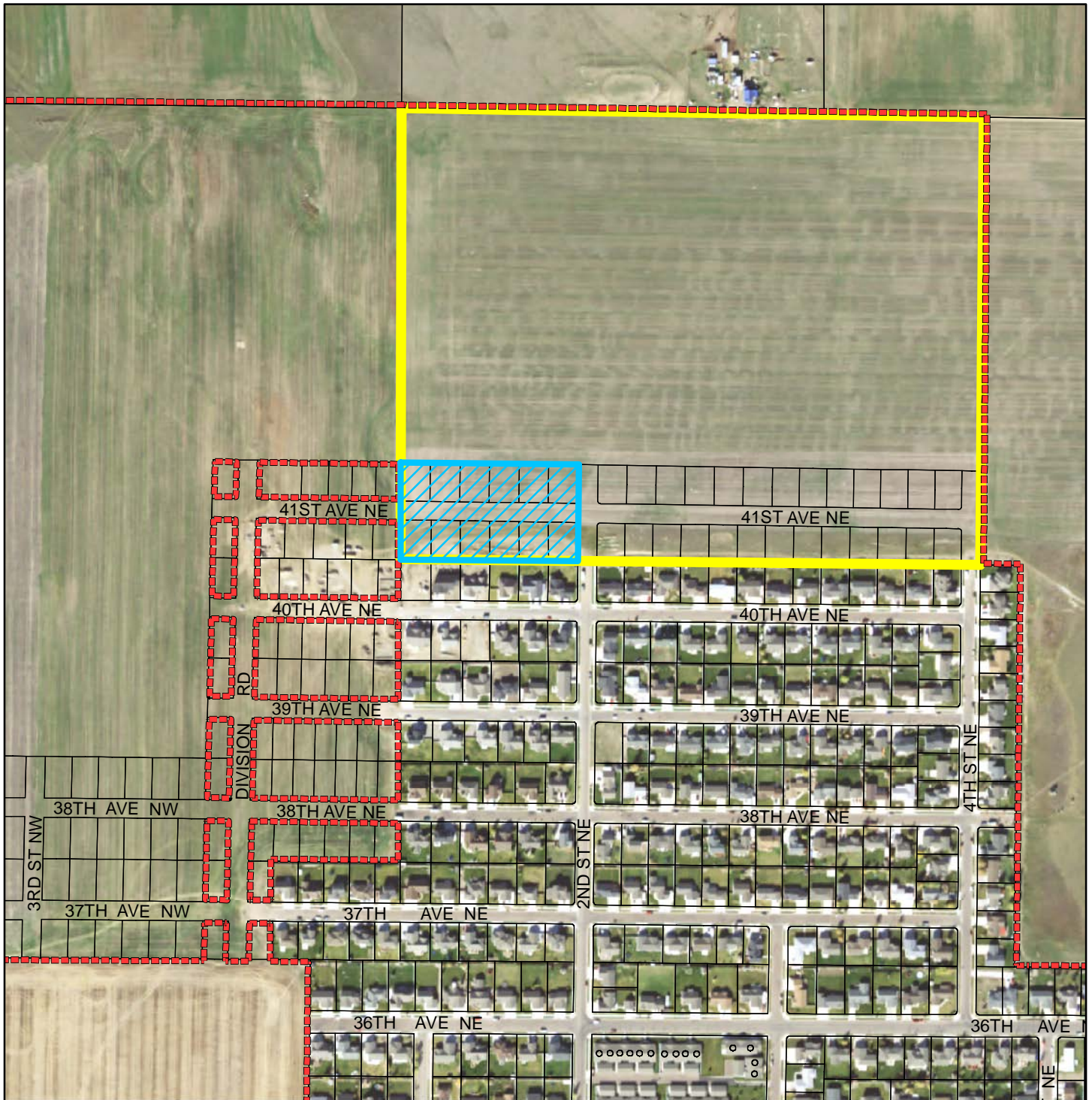






41st Avenue Northeast

- Lot size range from 7500 to 11300 square feet
- Minimum lot width: 61 feet
- Max building height of principal building: 35 feet
- Max building height of accessory detached buildings: 24 feet, but may not be higher than principal building
- Front yard setback: 20 feet
- Side yard setback: Principal building: 6 feet on detached side, 0 feet on attached side
- Side yard setback: Accessory buildings: 2 feet 4 meet building code
- Rear yard setback: 10 feet
- Maximum lot coverage of principal and accessory buildings: Corner lots: 55% Other lots: 50%
- Lot proportion of newly created lots (Max depth to width): 2.5:1




AERIAL MAP



-  City Limits
-  West Ridge Addition Ph VII - XI
-  Tracts of Land
-  West Ridge Addition Ph VII Lots to be Amended

350 175 0 350 Feet



ZONING MAP



350 175 0 350 Feet



- City Limits
- Tracts of Land
- West Ridge Addition Ph VII - XI
- West Ridge Addition Ph VII Lots to be Amended
- R-2 Single-family Medium Density
- R-3 Single-family High Density
- PUD Planned Unit Development

FINDINGS OF FACT – ZONING MAP AMENDMENT

West Ridge Addition Phases VII – XI, previously known as Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, MT

PRIMARY REVIEW CRITERIA:

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls § 17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the following criteria:

1. The amendment is consistent with and furthers the intent of the City's growth policy.

The proposed rezoning 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.
- Soc1.4.6 Encourage a variety of housing types and densities so that residents can choose by price or rent, location and place of work.

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.

The Growth Policy identifies that Great Falls embodies balanced, compatible growth, while at the same time sets the task to review the zoning districts in which townhomes are permitted in order to expand this use, either by allowing it in more zoning districts or improving the review standards so as to make it more suitable for other zoning districts.

2. The amendment is consistent with and furthers adopted neighborhood plans, if any.

Great Falls is separated into nine Neighborhood Councils. There are no adopted Neighborhood Plans for any of the Councils within the City. The subject property is located in Neighborhood Council #3. The Owner presented information to Council #3 on December 1, 2016, and the Council voted in favor of the project.

3. The amendment is consistent with other planning documents adopted by the City Commission, including the river corridor plan, transportation plan and sub-area plans.

The area in which this project is located is reflected in Figure 11.2, Future Major Street Network, in the 2014 Update to the Great Falls Long Range Transportation Plan. The Figure shows a future collector on 2nd Street NE and a future arterial on 43rd Avenue NE, and the subject subdivision provides roadways in these locations to accommodate area growth and adequate access to and from the subdivision. Figure 11.2 is attached.

4. The code with the amendment is internally consistent.

The proposed rezoning is within the city limits. There are existing subdivisions to the south and southeast that are established PUD districts, which have similar residential uses and development standards. If approved, this project development would be very similar to said PUD. The mix of housing types proposed is consistent with the intent of the PUD district, and proposed development shall be consistent with applicable code.

5. The amendment is the least restrictive approach to address issues of public health, safety, and welfare.

The subject property is located in a developing residential neighborhood along the northern fringes of the city. Any development within the city limits requires City review, including review of how the development will impact the public health, safety and welfare. At the time that this project was initially annexed and received City zoning, it went through said review.

According to the U.S. Census Bureau's *American Community Survey*, Great Falls home owner vacancy rates are estimated at 1.5%, with a margin of error of $\pm 0.9\%$, which confirms the local demand for an increase in available housing stock. This project was originally zoned for single-family residential development, yet after following the current housing market and tracking development in the area, the applicant would like to amend their original development plans. As stated earlier, because the zoning code restricts development of 2-unit townhome development, rezoning ultimately allows the applicant to address the need for diverse housing options in the City and will have no negative effect on the public health, safety and welfare.

6. The City has or will have the financial and staffing capability to administer and enforce the amendment.

Completion of the full project proposal, contingent on rezoning, will have beneficial financial impact for the City due to the creation of four additional lots for property taxes to be assessed on. There is adequate staffing to administer and enforce the amendment.

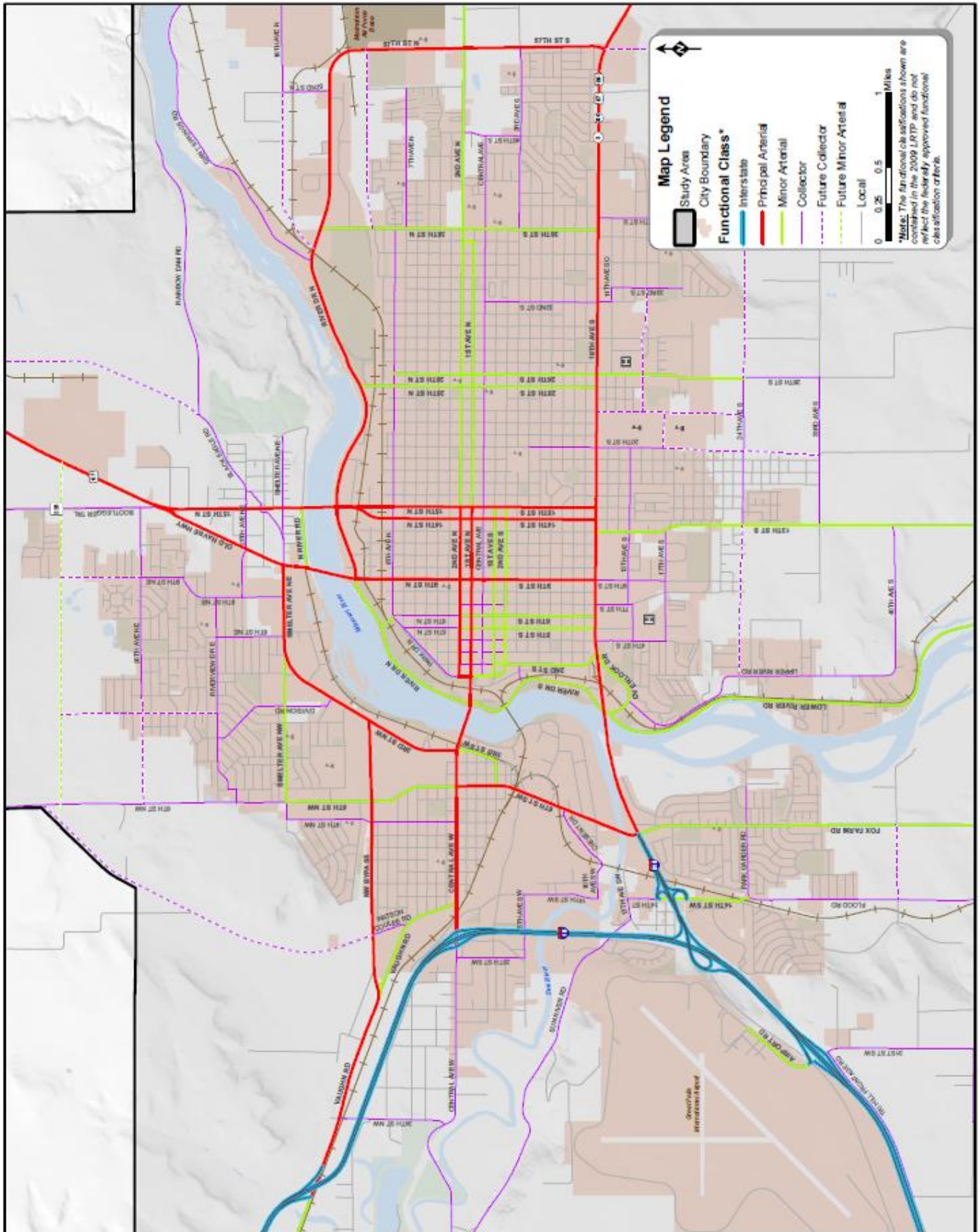


Figure 11.2: Future Major Street Network (Detail)

Exhibit 20-4. Development standards for residential zoning districts

Standard	R-1	R-2	R-3	R-5	R-6	R-9	R-10
Residential density	-	-	-	1,875 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	1,200 sq. feet of lot area per dwelling unit	10 dwelling units per acre
Minimum lot size for newly created lots	15,000 sq. feet	11,000 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	n/a
Minimum lot width for newly created lots	90 feet	80 feet	60 feet	50 feet	50 feet	50 feet	n/a
Lot proportion for newly created lots (maximum depth to width)	3:1	3:1	2.5:1	2.5:1	2.5:1	2.5:1	n/a
Maximum building height of principal building	35 feet	35 feet	35 feet	45 feet	65 feet	35 feet, single-family 50 feet, multi-family	12 feet to exterior wall
Maximum building height of detached private garage [1]	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	16 feet
Maximum building height of other accessory buildings	12 feet	12 feet	12 feet	12 feet	12 feet	12 feet	12 feet
Minimum front yard setback [2]	30 feet	20 feet	20 feet	10 feet	15 feet	10 feet	n/a
Minimum side yard setback [3]	Principal building: 15 feet each side; accessory building: 2 feet each side provided the front of the building is at least 50 feet from the front lot line	Principal building: 8 feet each side; accessory building: 2 feet each side provided the front of the building is at least 40 feet from the front lot line	Principal building: 6 feet each side; accessory building: 2 feet provided the front of the building is at least 40 feet from the front lot line	4 feet; 8 feet if adjoining a R-1, R-2, R-3 district	5 feet; 10 feet if adjoining a R-1, R-2, R-3 district	Principal building: 6 feet each side; accessory building: 2 feet each side provided the front of the building is at least 40 feet from the front lot line	n/a
Minimum rear yard setback [7]	20 feet for lots less than 150 feet in depth; 25 feet for lots 150 feet in depth and over	15 feet for lots less than 150 feet in depth; 20 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	15 feet	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	n/a
Maximum lot coverage of principal and accessory buildings	Corner lot: 40% Other types: 30%	Corner lot: 45% Other types: 35%	Corner lot: 55% Other types: 50%	Corner lot: 60% Other types: 50%	Corner lot: 70% Other types: 60%	Corner lot: 70% Other types: 60%	none

[1] Attached private garages are considered a part of the principal building for application of height and setback development standards.

[2] An unenclosed front porch on a single family residence may extend into the front yard setback up to nine (9) feet, provided the porch does not occupy more than sixty (60) percent of the length of the main part of the house. (Ord. 2950, 2007)

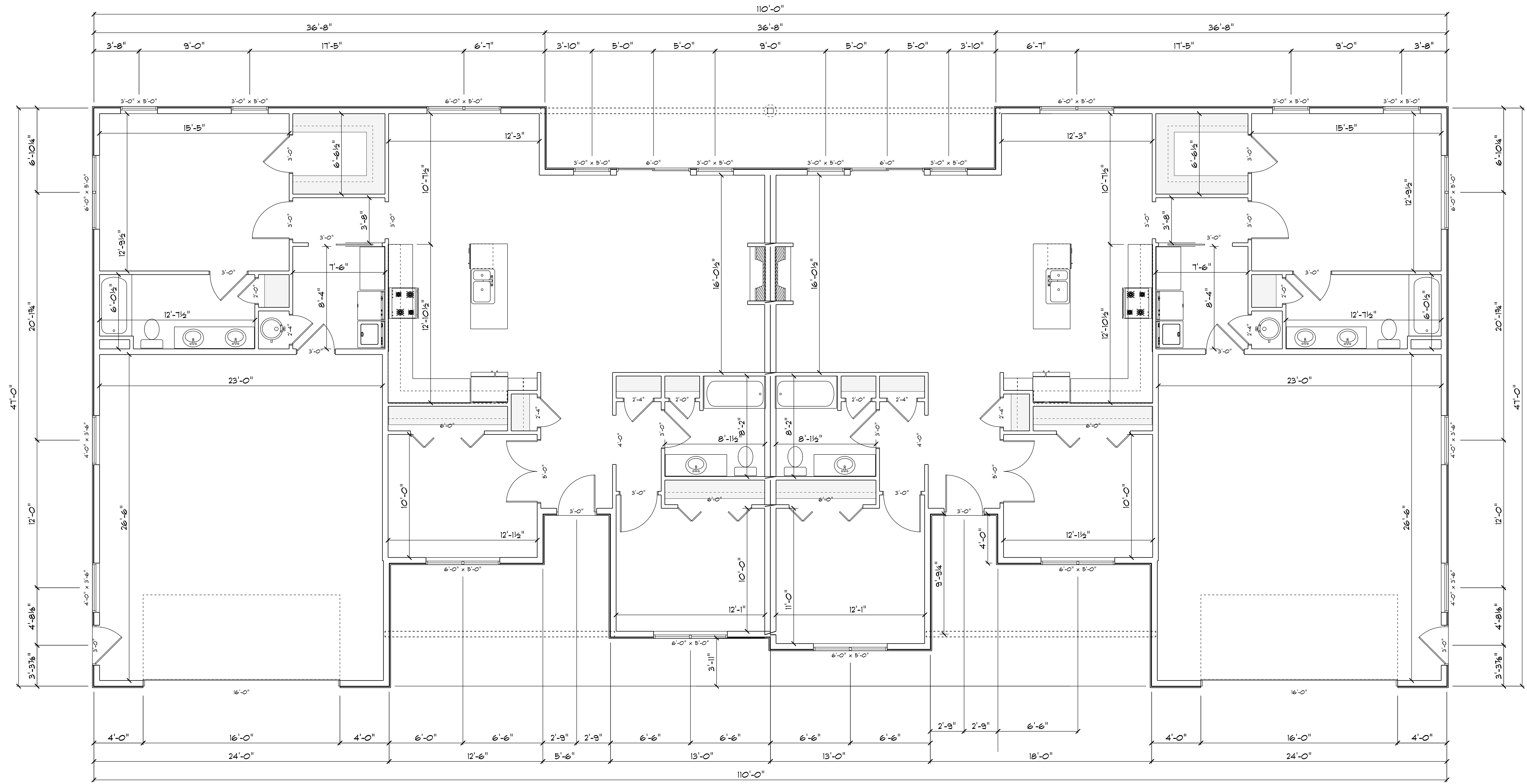
[3] See Section 17.20.6.020 for side yard requirements for zero lot-line projects and Section 17.20.7.010 for accessory buildings with accessory living spaces.

[4] Smaller lots and reduced setbacks and frontages may be accomplished through a Planned Unit Development (PUD).

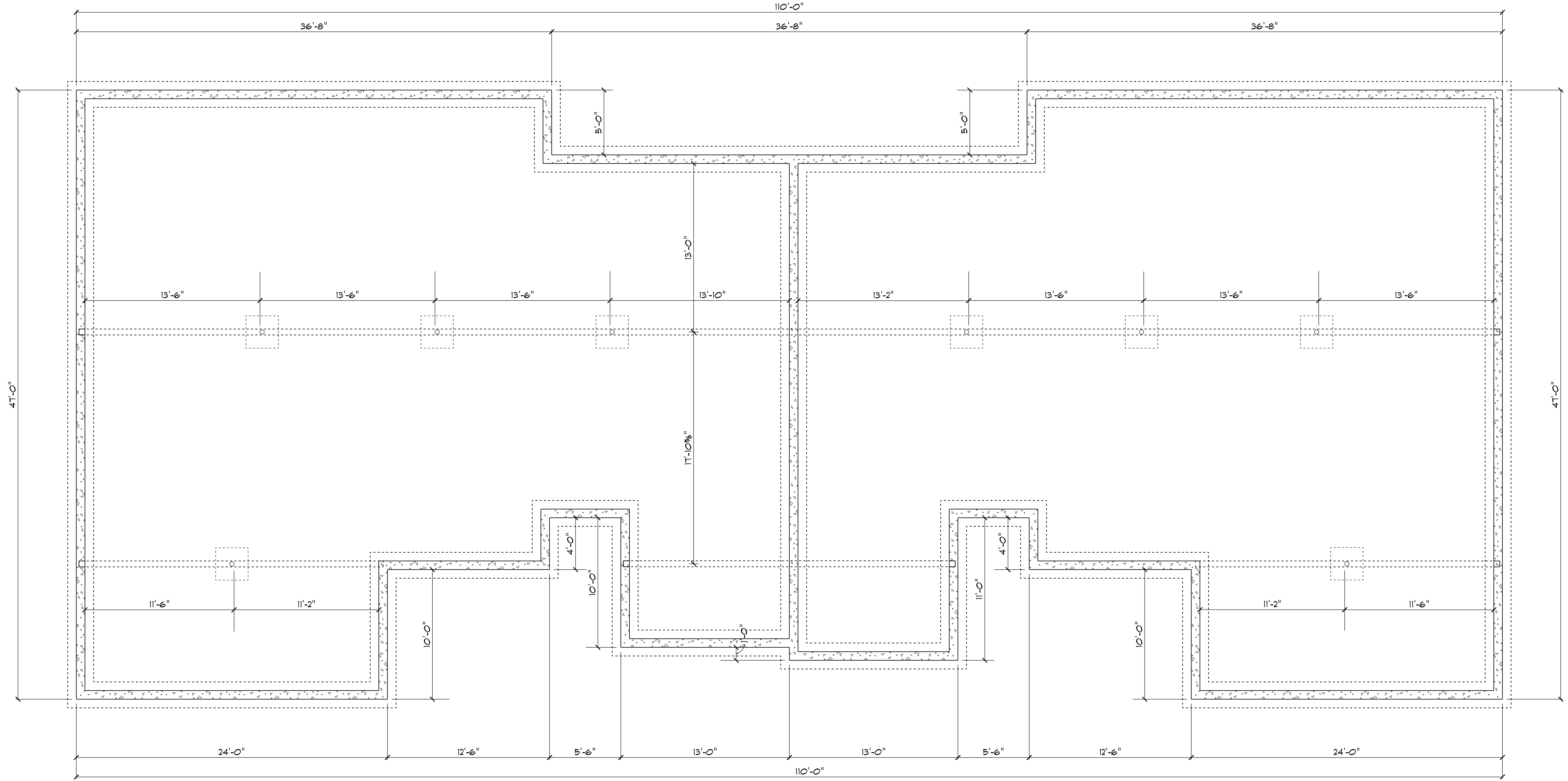
[5] An existing structure that does not meet the setback requirements stated above can be rebuilt on its original foundation or the original foundation location.

[6] For townhouses, see Section 17.20.6.050 for additional and superseding requirements.(Ord. 2950, 2007)

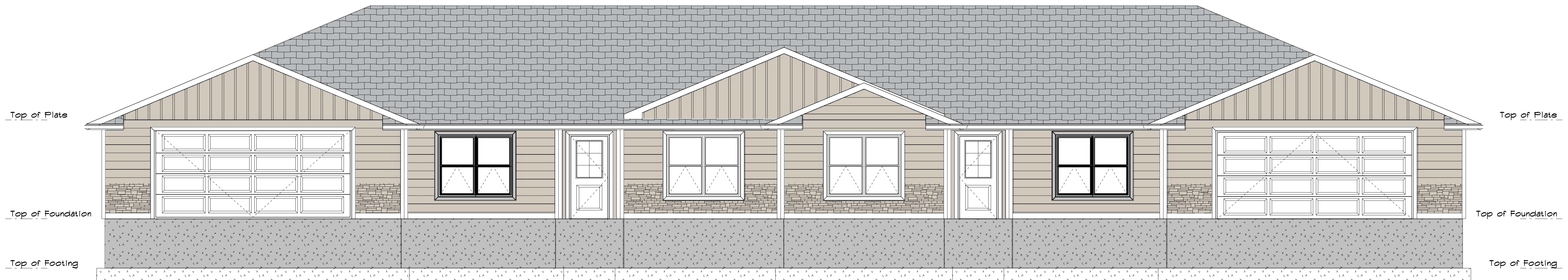
[7] Permitted accessory structures and buildings shall have a minimum rear setback of 2 feet in all residential zoning districts. (Ord. 2950, 2007)



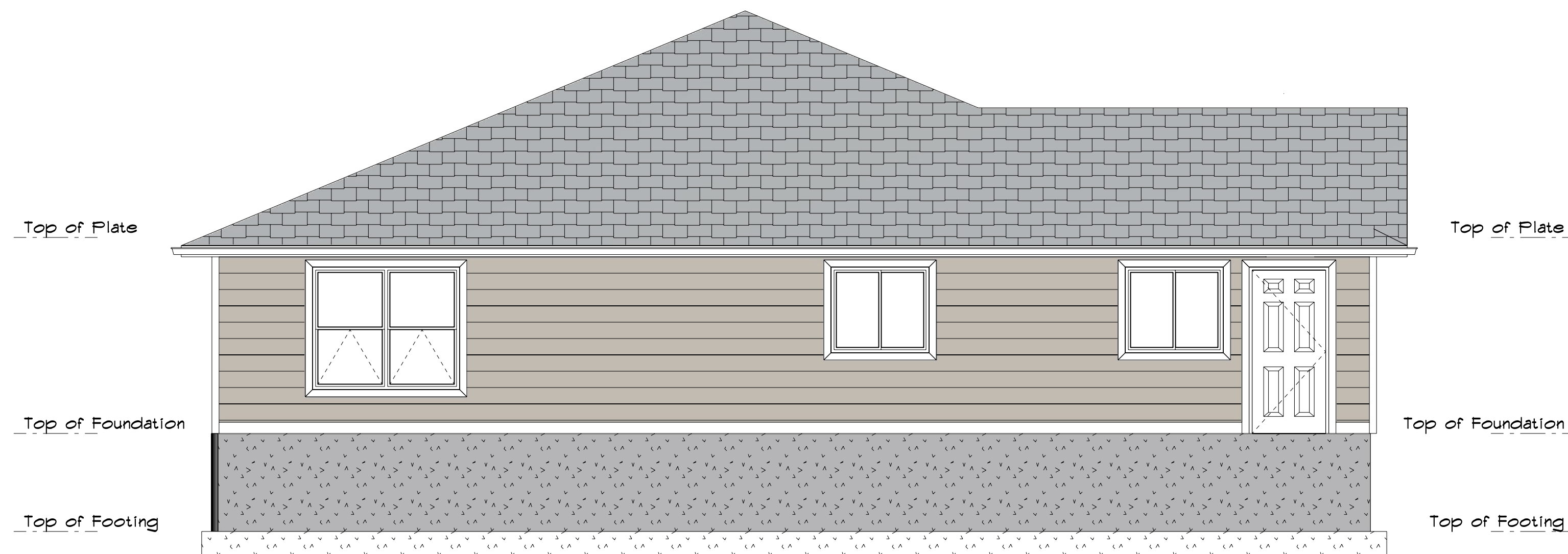
MAIN FLOOR
SCALE: 1/4" = 1'-0"



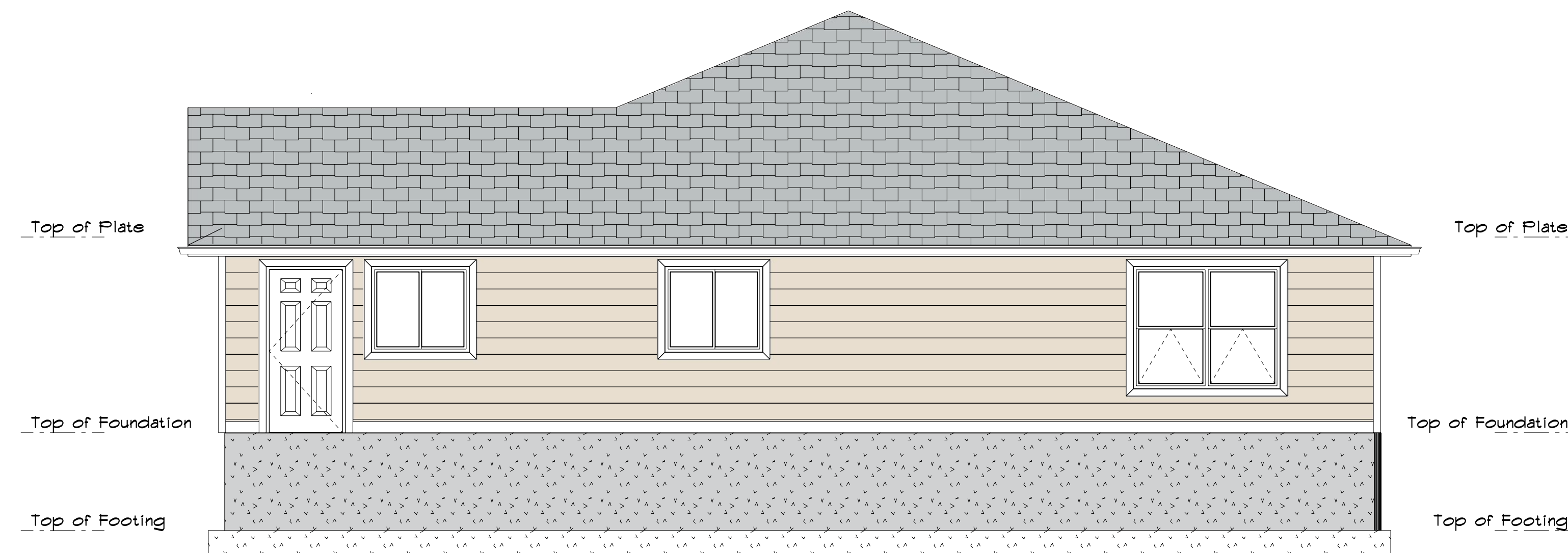
FOUNDATION
SCALE: 1/4" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

FINDINGS OF FACT – MONTANA SUBDIVISION AND PLATTING ACT

Amended Plat of Lots 7-12, Block 5, and Lots 1-6, Block 6, Final Plat of West Ridge Addition, Phase VII, of Peretti Addition Tract 2, located in the SE ¼ Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, MT

(PREPARED IN RESPONSE TO 76-3-608(3) MCA)

PRIMARY REVIEW CRITERIA:

Effect on Agriculture and Agricultural Water User Facilities: The subject property was used for land crop production prior to annexation. The Improvement Agreement for West Ridge Addition, Phases VII – XI, recorded with the Cascade County Clerk & Recorder’s office on September 3, 2015, record # R0311745 GFA, allowed current agricultural uses to continue on the portions of the subject property that are not being actively developed in Section 21. Agricultural use in the immediate vicinity has decreased due to residential development. There is not an agricultural water user facility in the area that the proposed development will interfere with. The subject property is in the City limits in a developing neighborhood and the subdivision increasing the lots from 12 to 16 does not interfere with agricultural operations in the area.

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

The nearest fire station is ±2 miles away from Phase VII. This subdivision is receiving law enforcement and fire protection service from the City of Great Falls. Providing these services to the subdivision is expected to be a manageable cost to the City and increased tax revenues from improved properties may cover increased costs.

The Owner will have the responsibility to install curb, gutter, sidewalks and paved roadways within the subdivision. Because this is a large property that will be developed over many years the Improvement Agreement accounts for the development of a future Special Improvement District (SID) for roadway improvements outside of the subdivision, and the Owner paid its proportional share, 30%, of the costs of a study of the impacts of traffic that the development

of West Ridge Addition Phases VII - XI 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. The Improvement Agreement outlines more specific information on how the Owner will be required to address the effects on local services.

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

The City is aware that the subject property is a contributing property to the Watson Coulee, which flows to the Sun River. The City also understands that Watson Coulee is a sensitive drainage and has taken steps to work with and educate developers on managing storm water and requiring that runoff be no greater than pre-development levels as reflected in the Public Works Department Storm Drainage Design Manual for Great Falls and by the Montana Department of Environmental Quality (MDEQ) for this area and the City at large.

Effect on Wildlife and Wildlife Habitat: The subdivision creates the northernmost edge of the City limits. There is existing development to the east and south, and this is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl. This subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety: Based on available information, the subdivision is not subject to abnormal potential natural hazards such as wildfire, avalanches or rockslides; however, the drainage basin in which the subject property is located has experienced flooding in the past. Installation of effective storm drainage facilities as reviewed and approved by the City Public Works Department and MDEQ at the time of development will prevent a reoccurrence of said flooding events.

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

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

EASEMENT FOR UTILITIES

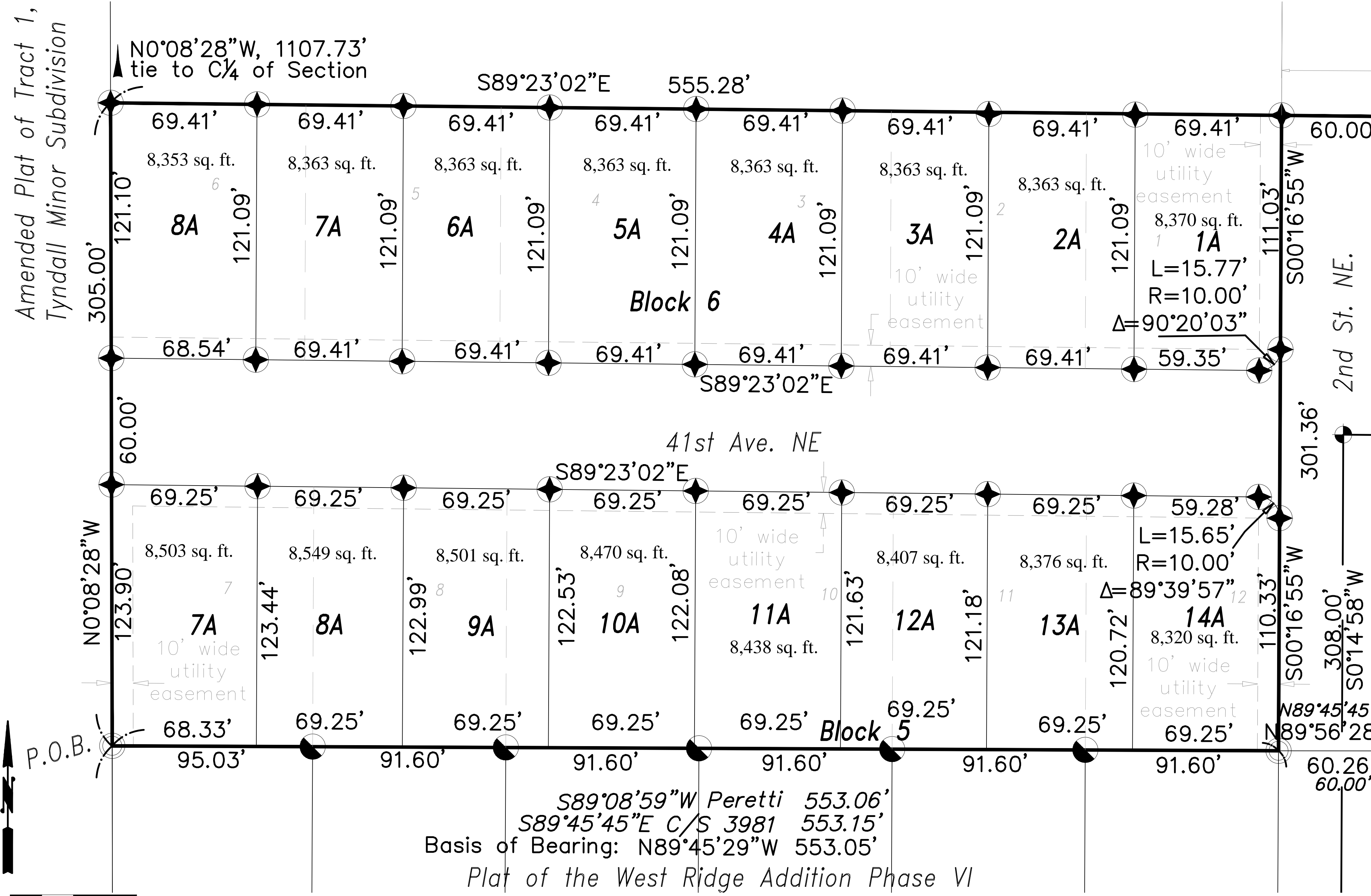
The developer shall provide necessary utility easements to accommodate water mains, sanitary sewer mains and private utilities to serve all lots of the subdivision.

LEGAL AND PHYSICAL ACCESS

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

Amended Plat of Lots 7-12, Block 5, and Lots 1-6, Block 6, West Ridge Addition, Phase VII of Peretti Addition Tract 2

Located in the SE 1/4 Section 26, Township 21 North, Range 3 East, PM, City of Great Falls, Cascade County, Montana



- Legend**
- Bearing/Distance found this survey.**
- Bearing/Distance from deeds or previous survey**
- ◆ To be set within 240 days, a 5/8" rebar & aluminum cap: marked "Kendall 18576"
 - Found 5/8" rebar & plastic cap: marked "NCI NEELEY 14015PLS"
 - Found 5/8" rebar & plastic cap: markings illegible
 - Found 5/8" rebar & plastic cap: marked "AXELSEN 8641LS"
 - ◇ Found 5/8" rebar and YPC Marked "5206ES"

Area Summary:

Block 5	Lots 7A-14A	Zoning PUD	67,533 sq. ft.
Block 6	Lots 1A-8A	Zoning PUD	67,167 sq. ft.
Total lots			16
Roads			33,313 sq. ft.
Total Area			168,013 sq. ft.
Total Area			3.85 Acres or
Block 7	Lots 1-13	Zoning R-3	132,602 sq. ft.
Block 8	Lots 1-13	Zoning R-3	138,071 sq. ft.
Total lots			42
Roads			405,392 sq. ft.
Total Area			137,555 sq. ft.
Total Area			542,947 sq. ft.

P.O.B. = Point of Beginning

Certificate Dispensing with Park or Playground

I, Gregory T. Doyon, City Manager of the City of Great Falls, Cascade County, Montana do hereby certify that the City Commission of the City of Great Falls, Montana, found that no cash donation or dedication of any park or playground is required in the Amended Plat of Lots 7-12, Block 5, and Lots 1-6, Block 6, West Ridge Addition, Phase VII of Peretti Addition Tract 2, located in the City of Great Falls, Cascade County, Montana in accordance with Section 76-3-621(3), M.C.A.

Dated this _____ day of _____, 2016

Gregory T. Doyon, City Manager

Certificate that adequate storm water drainage and adequate municipal facilities will be provided

I, Gregory T. Doyon, City Manager of the City of Great Falls, Cascade County, Montana do hereby certify that adequate storm water drainage and 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, Cascade County, Montana, and this certificate is made pursuant to section 76-4-127, M.C.A., and under the provisions of 76-4-125(2)(d), M.C.A., permitting the Clerk and Recorder of Cascade County, Montana to record the accompanying plat.

Dated this _____ day of _____, 2016

Gregory T. Doyon, City Manager

Certificate of Final Plat Approval

The City Commission of the City of Great Falls, Cascade County, Montana does hereby certify that it has examined this Amended Plat and, having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use, this _____ day of _____, 2016.

By: _____
Gregory T. Doyon, City Manager

Certificate of Dedication

We, the undersigned property owners of the subject property, do hereby certify that we have caused to be surveyed, as shown by the Amended Plat the following described encompassing parcel of land in the City of Great Falls, Cascade County, Montana, to wit:

Lots 7-12, Block 5, and Lots 1-6, Block 6, West Ridge Addition, Phase VII of Peretti Addition Tract 2
Located in the SE 1/4 Section 26, Township 21 North, Range 3 East, PM,
City of Great Falls, Cascade County, Montana

Description

Beginning at the southwesterly corner of said "TRACT 2" of the "MINOR COUNTY SUBDIVISION PLAT PERETTI ADDITION", common with the northwesterly corner of Lot 6, Block 5 of "Plat of the West Ridge Addition, Phase VI", also being a point on the easterly boundary of "AMENDED PLAT OF TRACT 1, TYNDALL SUBDIVISION"; thence, along the common boundary of said "TRACT 2", with said "AMENDED PLAT OF TRACT 1, TYNDALL SUBDIVISION", N00°08'28"W, 305.00 feet; thence, leaving said common boundary, S89°23'02"E 555.28 feet to thence, to a point the easterly boundary of 2nd Street NE; S00°16'55"E 301.36 feet to a point on the boundary of Lot 6, Block 5 of West Ridge Phase VI thence, along the northerly boundary of Lots 1-6 of said Block 5, N89°45'29"W, 553.05 feet to the point of beginning, containing an area of 168,013.51 sq. ft., or 3.85 acres,

The above described parcel of land, hereinafter to be known and designated as the **Amended Plat of Lots 7-12, Block 5, and Lots 1-6, Block 6, West Ridge Addition, Phase VII of Peretti Addition Tract 2** located in the City of Great Falls, Cascade County, Montana and the land included in the avenue as shown on said plat are hereby granted and donated to the use of the public forever.

Signed:

S & L Development, LLC (Title) (Deed R0239371) S & L Development, LLC (Title) (Deed R0239371)

State of Montana);
County of Cascade): ss.

On this day of _____, 2016, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Printed Name: _____
Residing at _____
My Commission Expires: _____

(NOTARIAL SEAL)

Certificate of Surveyor

I, James S. Kendall, a Licensed Professional Land Surveyor, do hereby certify that I performed the survey shown on the attached Amended Plat of Lots 7-12, Block 5, and Lots 1-6, Block 6, West Ridge Addition, Phase VII of Peretti Addition Tract 2 located in the City of Great Falls, Cascade County, Montana, that said survey is true and complete as shown, and that the monuments found and set are of the character and occupy the positions shown thereon.

As per ARM24.183.1101(1)(d); due to planned improvement installation, the monuments not in place at the time of filing, (as depicted in the legend) will be placed within 240 days of recording this survey

Dated this _____ day of _____, 2016

James S. Kendall, PLS, Montana License No. 18576PLS

Certificate of County Treasurer

I, _____, Treasurer of Cascade County, Montana do hereby certify that I have examined the records covering the areas included in Amended Plat of Lots 7-12, Block 5, and Lots 1-6, Block 6, West Ridge Addition, Phase VII of Peretti Addition Tract 2, located in the City of Great Falls, Cascade County, Montana, and find that the taxes in same have been paid for the past five years.

Tax Parcel #0002579105.

Dated this _____ day of _____, 2016

County Treasurer, Cascade County, Montana

Certificate of Public Works Director

I, Jim Reardon, Public Works Director of the City of Great Falls, Cascade County, Montana do hereby certify that I examined the accompanying Plat and the survey it represents and I found that the same conforms to the regulations governing the platting of lands and to presently platted adjacent land, as near as circumstances will permit and I hereby approve the same.

Dated this _____ day of _____, 2016

Public Works Director

Certificate of Great Falls Planning Advisory Board

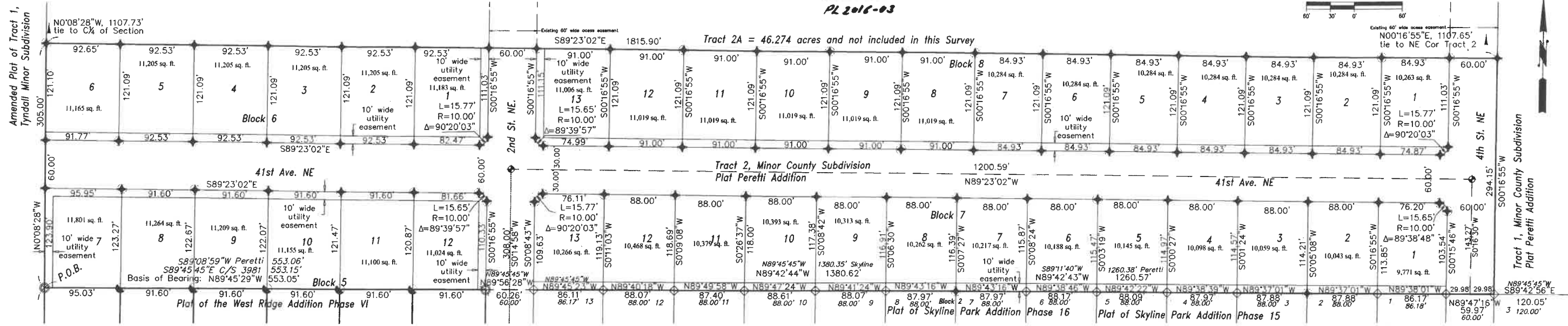
We, the undersigned, R. Nathan Weisenburger, President, Great Falls Planning Advisory Board, and Craig Raymond, Secretary of said Great Falls Planning Advisory Board, do hereby certify that the accompanying Amended Plat of Lots 7-12, Block 5, and Lots 1-6, Block 6, West Ridge Addition, Phase VII of Peretti Addition Tract 2 located in the City of Great Falls, Cascade County, Montana, has been submitted to the Great Falls Planning Advisory Board of Great Falls, Cascade County, Montana, for examination by them and was approved at a meeting held on _____ day of _____, 2016.

R. Nathan Weisenburger, President, Great Falls Planning Advisory Board
ATTEST:
Craig Raymond, Secretary, Great Falls Planning Advisory Board

JOB NO.: 1405 Phase 7		NCI Engineering Co. 4509 North Star Blvd. P.O. Box 6350 Great Falls, MT 59406-6350 Phone 406-453-5478 Fax 406-453-2009
DATE: October, 2016		SHEET NO. 1 of 1
DRAWN BY: DG	FILE #	
DRAWING NAME: 1405SubbaseR-1.dwg		

Final Plat of the West Ridge Addition, Phase VII located in the SE1/4 Section 26, Township 21 North, of the Peretti Addition Tract 2

PL 2016-03



Plat of the West Ridge Addition, Phase VII of the Peretti Addition Tract 2

Certificate of Dedication

We, the undersigned property owners of "TRACT 2" of the "MINOR COUNTY SUBDIVISION PLAT PERETTI ADDITION", do hereby certify that we have caused to be surveyed, subdivided, and platted into lots and blocks, and for the purpose of dedicating streets, as shown by the plat hereon annexed, the following described encompassing parcel of land in the City of Great Falls, Cascade County, Montana, to wit:

Description

A parcel of land in Southeast quarter (SE1/4) of Section 26, Township 21 North, Range 3 East, P.M.M., being a portion of "TRACT 2" of the "MINOR COUNTY SUBDIVISION PLAT PERETTI ADDITION", the portion is described below. Beginning at the southwesterly corner of said "TRACT 2" of the "MINOR COUNTY SUBDIVISION PLAT PERETTI ADDITION", common with the northwesterly corner of Lot 6, Block 5 of "Plat of the West Ridge Addition, Phase VI", also being a point on the easterly boundary of "AMENDED PLAT OF TRACT 1, TYNDALL SUBDIVISION"; thence, along the common boundary of said "TRACT 2", with said "AMENDED PLAT OF TRACT 1, TYNDALL SUBDIVISION", N00°08'28"W, 305.00 feet; thence, leaving said common boundary, S89°23'02"E 1815.90 feet to a point the easterly boundary of said "TRACT 2", common with a westerly boundary of said "MINOR COUNTY SUBDIVISION PLAT PERETTI ADDITION"; thence, along the common boundary to said "TRACT 1 and Tract 2", S00°16'55"W, 294.15 feet to the southeasterly corner of said "TRACT 2", common with a westerly corner of said "TRACT 1", also common with the northwesterly corner of Lot 3, BLOCK 1, "PLAT OF SKYLINE PARK ADDITION PHASE 15 AND PHASE 16", also being a point on the easterly sideline of 4th Street NE; thence, the next 15 courses along the northerly boundary of "PLAT OF SKYLINE PARK ADDITION PHASE 15 AND PHASE 16", N89°47'16"W, 59.97 feet to the northeasterly corner of Lot 1, "BLOCK 2" of said "PLAT OF SKYLINE PARK ADDITION PHASE 15 AND PHASE 16", also being a point on the westerly sideline of 4th Street NE; thence, the next 13 courses along the northerly boundary of Lots 1-13 of said "BLOCK 2", N89°38'01"W, 86.17 feet to the northerly corner common to Lots 1 and 2; thence, N89°37'01"W, 87.88 feet to the northerly corner common to Lots 2 and 3; thence, N89°37'01"W, 87.88 feet to the northerly corner common to Lots 3 and 4; thence, N89°38'39"W, 87.97 feet to the northerly corner common to Lots 4 and 5; thence, N89°42'22"W, 88.09 feet to the northerly corner common to Lots 5 and 6; thence, N89°38'46"W, 88.17 feet to the northerly corner common to Lots 6 and 7; thence, N89°43'16"W, 87.97 feet to the northerly corner common to Lots 7 and 8; thence, N89°43'16"W, 87.97 feet to the northerly corner common to Lots 8 and 9; thence, N89°41'24"W, 88.07 feet to the northerly corner common to Lots 9 and 10; thence, N89°47'24"W, 88.61 feet to the northerly corner common to Lots 10 and 11; thence, N89°49'58"W, 87.40 feet to the northerly corner common to Lots 11 and 12; thence, N89°40'18"W, 88.07 feet to the northerly corner common to Lots 12 and 13; thence, N89°45'23"W, 86.11 feet to the northwesterly corner of said Lot 13, also being a point on the easterly sideline of 2nd Street NE; thence, N89°56'28"W, 60.26 feet to the northeasterly corner of Lot 1, Block 5 of said "Plat of the West Ridge Addition, Phase VI", also being a point on the westerly sideline of 2nd Street NE; thence, along the northerly boundary of Lots 1-6 of said Block 5, S89°08'59"W, 553.06 feet to the point of beginning, containing an area of 542,947 sq. ft., or 12.46 acres.

The above described parcel of land, hereinafter to be known and designated as Plat of the West Ridge Addition, Phase VII, of the Peretti Addition Tract 2, to the City of Great Falls, Cascade County, Montana and the land included in all streets and avenues shown on said plat are hereby granted and donated to the use of the public forever.

Signed:

S & L Development, LLC (Title) (Deed R0239371) S & L Development, LLC (Title) (Deed R0239371)

State of Montana); County of Cascade): ss.

On this day of December, 2015, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Montana
Printed Name: _____
Residing at _____
My Commission Expires: _____

(NOTARIAL SEAL)

Certificate of Surveyor

I, David P. Neeley, a Licensed Professional Land Surveyor, do hereby certify that I performed the survey shown on the attached Plat of West Ridge Addition, Phase VII, of the Peretti Addition Tract 2, the City of Great Falls, Cascade County, Montana, that said survey is true and complete as shown, and that the monuments found and set are of the character and occupy the positions shown thereon. As per ARM24.183.110(1)(d), due to planned improvement installation, the monuments not in place at the time of filing, (as specified in the legend) will be placed within 240 days of recording this survey. Dated this 14th day of December, 2015.

David P. Neeley, PLS, Montana License No. 14015PLS

Certificate of County Treasurer

I, Jamie A. Baile, Treasurer of Cascade County, Montana do hereby certify that I have examined the records covering the areas included in Plat of West Ridge Addition, Phase VII, of the Peretti Addition Tract 2, the City of Great Falls, Cascade County, Montana, and find that the taxes in same have been paid for the past five years. Tax Parcel #0002579105. Dated this 10th day of December, 2015.

Jamie A. Baile, Deputy County Treasurer, Cascade County, Montana

Legend

Bearing/Distance found this survey.

Bearing/Distance from deeds or previous survey

- ◆ To be set within 240 days, a 3/8" rebar & plastic cap: marked "NCI NEELEY 14015PLS"
- Found 3/8" rebar & plastic cap: marked "NCI NEELEY 14015PLS"
- Found 3/8" rebar & plastic cap: markings illegible
- Found 3/8" rebar & plastic cap: marked "AXELSEN 8641LS"
- ◆ Found 3/8" rebar and YPC Marked "5206ES"
- ◆ To be set within 240 days, Street Monument: marked "NCI NEELEY 14015PLS"

Area Summary:			
Block 5	Lots 7-12	Zoning R-3	67,552 sq. ft.
Block 6	Lots 1-6	Zoning R-3	67,167 sq. ft.
Block 7	Lots 1-13	Zoning R-3	132,602 sq. ft.
Block 8	Lots 1-13	Zoning R-3	138,071 sq. ft.
Total lots			405,392 sq. ft.
Roads			137,555 sq. ft.
Total Area		12.46 Acres or	542,947 sq. ft.

P.O.B. = Point of Beginning

Certificate Dispensing with Park or Playground

I, Gregory T. Doyon, City Manager of the City of Great Falls, Cascade County, Montana do hereby certify that the City Commission of the City of Great Falls, Montana, at a regular meeting held on the 8th day of August, 2015, and entered into the proceedings of said body to-wit: Inasmuch as dedication of parkland within the platred area of the Plat of West Ridge Addition, Phase VII, of the Peretti Addition Tract 2, to the City of Great Falls, Cascade County, Montana, is undesirable for the reasons set forth in the minutes of this meeting, it is hereby ordered by the City Commission of the City of Great Falls, Montana, and instead accepted a cash donation in the sum of \$8,223.60 for the park fund in lieu of the land that would have been dedicated, if dedication were made, in accordance with Section 76-3-621(1)(a), M.C.A. Dated this 4th day of December, 2015.

Gregory T. Doyon, City Manager

Certification that adequate storm water drainage and adequate municipal facilities will be provided

I, Gregory T. Doyon, City Manager of the City of Great Falls, Cascade County, Montana do hereby certify that the City Commission of the City of Great Falls, Montana, at a regular meeting held on the 8th day of August, 2015, and entered into the proceedings of said body to-wit: That adequate storm water drainage and 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, Cascade County, Montana, and this certificate is made pursuant to section 76-4-127, M.C.A., and under the provisions of 76-4-125(2)(d), M.C.A., permitting the Clerk and Recorder of Cascade County, Montana to record the accompanying plat. Dated this 4th day of December, 2015.

Gregory T. Doyon, City Manager

Certificate of Public Works Director

I, Jim Reardon, Public Works Director of the City of Great Falls, Cascade County, Montana do hereby certify that I examined the accompanying Plat and the survey it represents and I found that the same conforms to the regulations governing the platting of lands and to presently platted adjacent land, as near as circumstances will permit and I hereby approve the same. Dated this 18th day of August, 2015.

Jim Reardon, Public Works Director

Certificate of Final Plat Approval

The City Commission of the City of Great Falls, Cascade County, Montana does hereby certify that it has examined this subdivision plat and, having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use, this 4th day of December, 2015.

By: Gregory T. Doyon, City Manager

Certificate of Great Falls Planning Advisory Board

We, the undersigned, R. Nathan Weisenburger, President, Great Falls Planning Advisory Board, and Craig Raymond, Secretary of said Great Falls Planning Advisory Board, do hereby certify that the accompanying plat of West Ridge Addition, Phase VII of the Peretti Addition Tract 2, to the City of Great Falls, Cascade County, Montana has been submitted to the Great Falls Planning Advisory Board of Great Falls, Cascade County, Montana, for examination by them and was approved at a meeting held on the 8th day of June 2015.

R. Nathan Weisenburger, President, Great Falls Planning Advisory Board

ATTEST:

Craig Raymond, Secretary, Great Falls Planning Advisory Board

Plat of the West Ridge Addition, Phase VII of the Peretti Addition Tract 2 located in the SE1/4, Section 26, Township 21 North, Range 3 East, P.M., Cascade County, Montana

F0010914CT F0010915HL R0318584CV

P-2016-0000003 PL

Total Pages: 1 of 09 By: J. Neeley 02/12/2016 10:10:43 AM Cascade County, Montana Pl. Addn. - City & Recorder

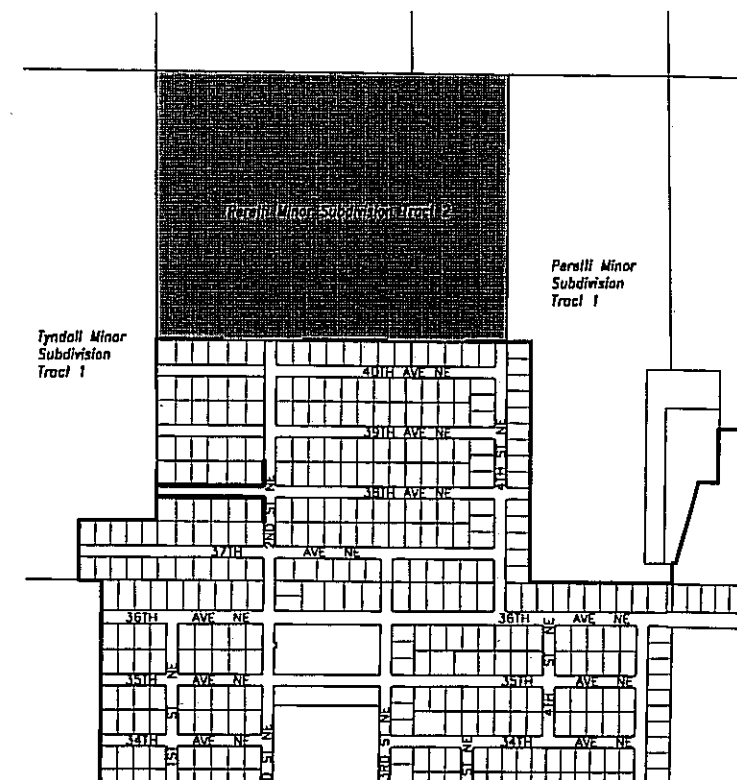
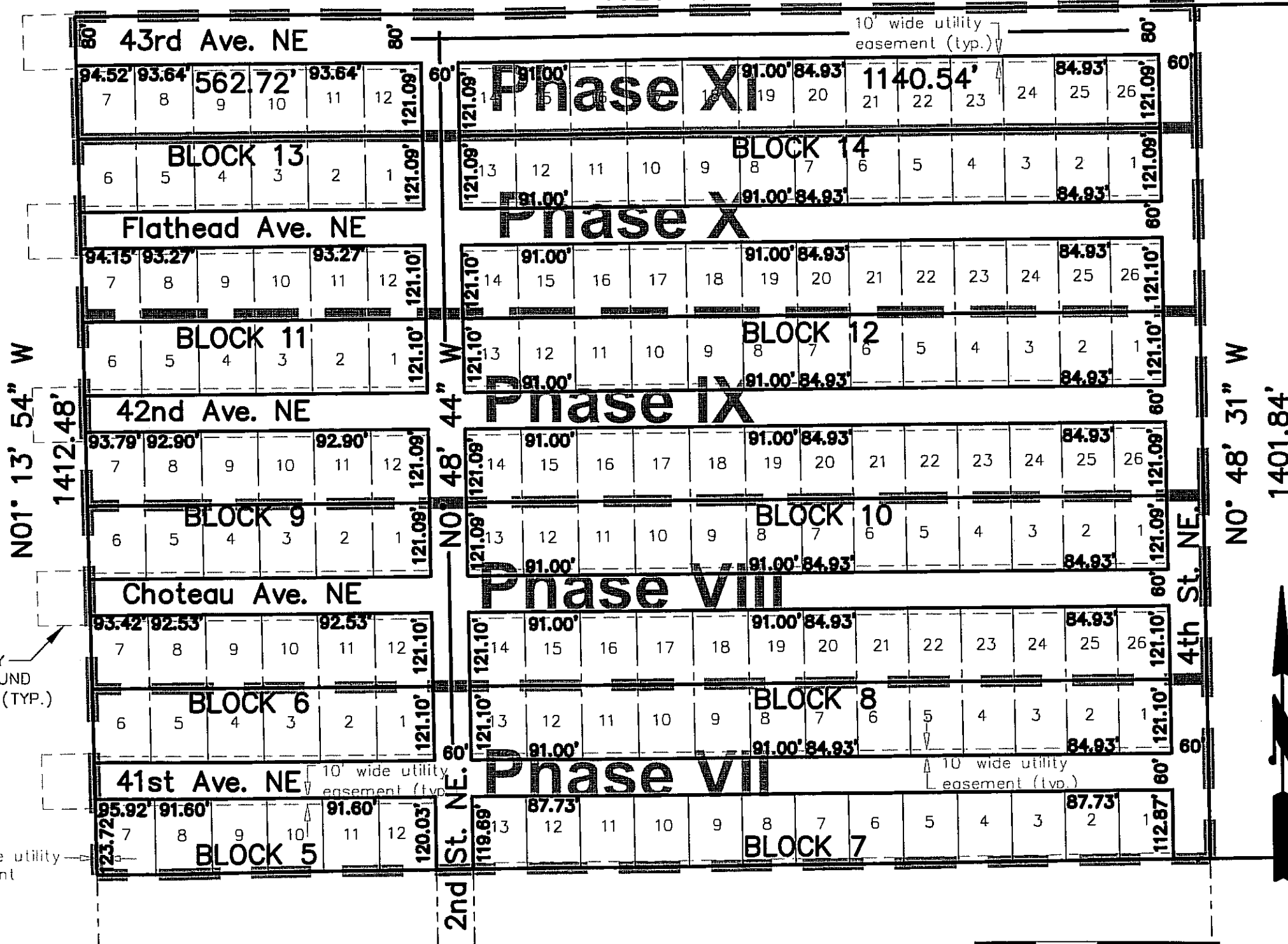
CITY-COUNTY HEALTH DEPT
Great Falls, Montana
Exempt From Health Dept. Permits
Date: 12-11-15
BY: David Johnson
EQ# 16-1177

JOB NO.: 1405 Phase 7
DATE: July, 2015
DRAWN BY: D. Neeley
DRAWING NAME: 1405Subarea(1-1.dwg)
NCI Engineering Co.
4509 North Star Blvd.
P.O. Box 6350
Great Falls, MT 59406-6350
Phone 406-453-5478
Fax 406-453-2009
SHEET NO. 1 OF 1 File #

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

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

N 89° 31' 10" E
1823.90'



Vicinity Map

Legal: Tract 2 of Minor County Subdivision Plat Peretti Addition

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

No existing buildings within Project

Developer (Landowner) Name - S&L Development

58.749 Acres

171 lots

TEMPORARY TURN-AROUND EASEMENT (TYP.)

10' wide utility easement



JOB NO.: 1405	DESIGNER PLANNERS ENGINEERS	JEL CONSULTANTS INC.
DATE: 12/8/2014		4509 North Star Boulevard Great Falls, MT, 59405 406-431-5478 fax 406-453-2000 email: jel@jelmtn.net
DRAWN BY: DC		
DRAWING NAME: 140508phase7	SHEET NO. 1 of 1	File #

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

The following is a binding Agreement (Agreement) dated this 18th day of August, 2015, between the City of Great Falls (the City) and S & L Development, LLC, the owner (the Owner) of the West Ridge Addition, Phases VII through XI (the Development), the preliminary plat of which was approved by the Great Falls City Commission on July 7, 2015. The City and the Owner are together known as the 'parties' to this agreement.

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

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



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

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

3. Administrator/Representative. The City's representative and Administrator of this agreement shall be the Director of Planning and Community Development at PO Box 5021, Great Falls, MT 59403. The Owner's representative in the administration of this agreement shall be Shawna K. Rothwell of S & L Development, LLC, at 221 30th Avenue Northeast, Great Falls, MT 59404.

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 upon Certificate of Occupancy.

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.

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 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 formerly described as Tract 2 of the Peretti Addition in the SE ¼ of Section 26, Township 21 North, Range 3 East, PMM in Cascade County, MT and now described as the West Ridge Addition, Phases VII through XI, in the SE ¼ of Section 26, Township 21 North, Range 3 East, PMM in

Cascade County, MT, as it is shown on the preliminary plat approved by the Great Falls City Commission on July 7, 2015.

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

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

8. Vested Rights. This Agreement and preliminary plat approval by the City create a vested right that protects the Owner from changes in the zoning and subdivision requirements of Title 17 of the OCCGF until this Agreement expires, as provided in Section 4. This vested right does not exempt the Owner from compliance with other provisions of the OCCGF, including but not limited to those specifically 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 July 7, 2015. Changes in that plat and the accompanying materials are governed by Section 16 of this Agreement. The preliminary plat must also be periodically renewed. 76-3-610, MCA, requires that preliminary plat approval be for no more than three years. The Owner understands and agrees that it must submit a letter to the Administrator requesting renewal of the preliminary plat at least 90 days before the third anniversary of this Agreement, and then again, before every third anniversary until this Agreement expires.

10. Phasing Process. A phasing plan for the installation of public improvements serving the Development was approved by the City Commission as part of 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 of this Agreement, the final construction plans and final plat for the first phase or a request for a renewal of the preliminary plat must be submitted within three years of the date of this Agreement or this Agreement will be void.

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. 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 \$49,855 for the required gravity main. This initial payment is due and payable within 30 days after the City has accepted a bid on the sanitary sewer improvements. The initial payment will be followed by payments by the Owner that cover Owner's proportional costs 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: 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 according to Appendix B, 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: 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 Department of

Public Works 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.

12.4 Storm Water Management. The Owner understands and agrees that the storm water management facilities needed to detain and treat runoff from the Development are not currently in place, and that the City cannot lawfully approve the Development without a plan for the design, financing, and construction of the necessary facilities. A storm water fee of \$3,115.00 shall be paid by Owner to the City within 30 days from approval of Phase VII. This fee is calculated as follows: \$250.00 per acre multiplied by ±12.46 acres for Phase VII. The \$250.00 per acre storm water fee for the remaining ±46.01 acres of the subject property for Phases VIII - XI shall be paid by Owner as each phase is final platted.

12.4.1 Storm water management for the Development may initially be addressed with temporary facilities installed by and at the expense of the developer, as provided by Section 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 18 of this Agreement and/or on land lying immediately to the north of the Development, which the Owner is currently seeking to acquire for this purpose and the extension of 43rd Avenue NW. Regardless of the ultimate location of the facilities, the Owner will pay its proportional share of the costs of land acquisition, if any, and of designing and building the storm water management facilities that serve 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 water management 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 NE that is included in the Development to a collector standard rather than as a local street. The Owner may also, with the approval of the Administrator and the Director of Public Works, provide land for the off-site extension of 43rd Avenue NE, 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, 30% 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 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.

12.6.4 The Owner's share of the costs of the required traffic study is not to exceed \$3,000.00. This amount will be due and payable within 30 days after the execution of this Agreement.

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 Thaniel Addition property, the Owner and City will contribute their respective proportionate shares toward the costs of said study.

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

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 \$611,930.00. 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, 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, provided that the Development is in compliance with the final plat, all conditions of approval, this Agreement, and the OCCGF.

14. Warranty of On-Site Improvements. The Owner is responsible for the repair or replacement of any faults or failures 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's retaining 10% of the security required by Section 13 of this Agreement during 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, in order to further clarify what may be permitted as a 'minor change.' A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Director of Public Works and the Administrator; or changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

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 NE and to landowners who benefit from the required storm water management plan and facilities.

17.1 Beneficiary Parcels: Streets. Reimbursements for the costs of the required traffic impact study, and street design and construction may be required from the beneficiary parcels which are mapped in Exhibit II.

17.2 Beneficiary Parcels: Storm Water. Reimbursements for the costs of the required storm water management plan and facilities may be required from the beneficiary parcels which are mapped in the *Great Falls North Sanitary Sewer and Storm Drain Master Plan* prepared by Morrison-Maierle, Inc.

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 Exhibit II and *Great Falls North Sanitary Sewer and Storm Drain Master Plan* 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 from the parcels identified in Exhibit II and *Great Falls North Sanitary Sewer and Storm Drain Master Plan* regardless of changes in ownership and/or their division. Future owners of the beneficiary parcels and all owners, present or future, of all parcels resulting from a division of the parcels identified above will be required to reimburse the Owner as provided here before obtaining any permit from the City.

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

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

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

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 in the *Great Falls North Sanitary Sewer and Storm Drain Master Plan*. 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.

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

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

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

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 US 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. Owner's 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.

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 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

Jenn Reichert

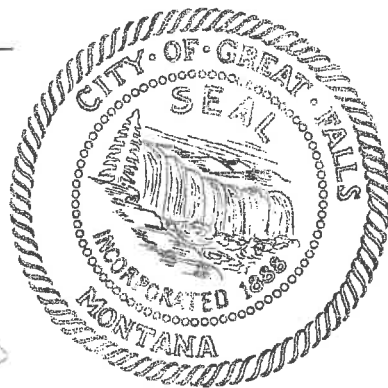
Gregory T. Doyon, City Manager

ATTEST:

Lucy Hallett

Lisa Kunz, City Clerk
Lucy Hallett, Deputy

(Seal of City)



APPROVED FOR LEGAL CONTENT:

Sara R. Sexe

Sara R. Sexe, City Attorney

OWNER

By: Shauna K Rothwell
Its: MGR SAH Development, LLC

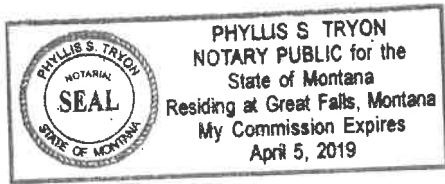
State of Montana

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County of Cascade

On this 17th day of August, in the year Two Thousand and Fifteen, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Shauna K Rothwell, 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.



(NOTARIAL SEAL)

Phyllis S Tryon
Notary Public for the State of Montana

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

Appendix A

Construction Cost Estimate for On-Site Improvements

West Ridge Addition Phase VII

Provided by Gary Knudson, PE, Representing S & L Development

Reviewed by City of Great Falls Public Works Department

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total Price
101	Roadway Subgrade Excavation	2,400	CY	5.00	12,000.00
102	3" Asphalt Surface	7,970	SY	16.00	127,520.00
103	Base Course Gravel	2,366	CY	25.00	59,150.00
104	Separation Fabric	9,375	SY	1.50	14,062.00
105	Integral Curb and Gutter	4,492	LF	17.00	78,610.00
106	Concrete Valley Gutter and Fillets	3	LS	15,000.00	45,000.00
107	Stop Sign and Post	3	EA	400.00	1,200.00
108	Storm Ponds	1	LS	12,000.00	12,000.00

Total Estimated Surfacing Costs **\$ 349,542.00**

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total Price
201	16" PVC C905 DR 18 Water Main	302	LF	60.00	18,120.00
202	16" Gate Valve with Box	1	EA	2,000.00	2,000.00
203	8" PVC C900 DR 14 Water Main	2,115	LF	42.00	88,830.00
204	8" Gate Valve with Box	5	EA	1,200.00	6,000.00
205	Fire Hydrant Assembly	8	EA	3,000.00	24,000.00
206	Connection to Existing Main	2	LS	600.00	1,200.00
207	¾" Copper Service Piping, appurt. and Permit	36	EA	1,400.00	50,400.00
208	8" PVC SDR 35 Sewer	1,161	LF	38.00	44,118.00
209	4" PVC SDR 35 Sewer Service, appurt. and Permit	24	EA	1,100.00	26,400.00
210	Sanitary Sewer Manhole	3	EA	2,800.00	8,400.00
211	8" PVC C900 DR14 Sewer	60	LF	42.00	2,520.00

Total Estimated Utility Costs **\$ 271,988.00**

Total Estimated On-site Improvement Costs					\$ 621,530.00
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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

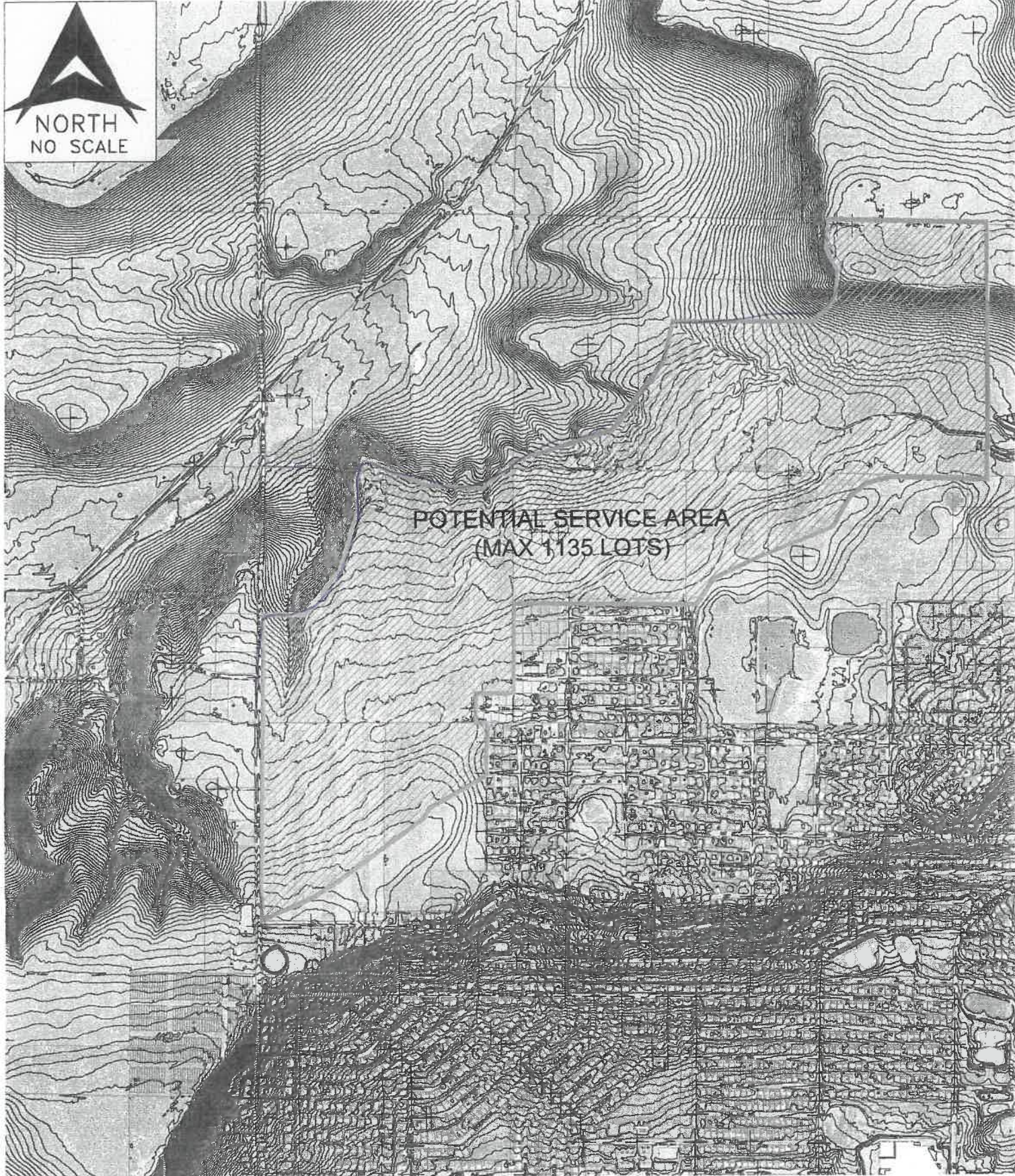
* Rounded to nearest dollar

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

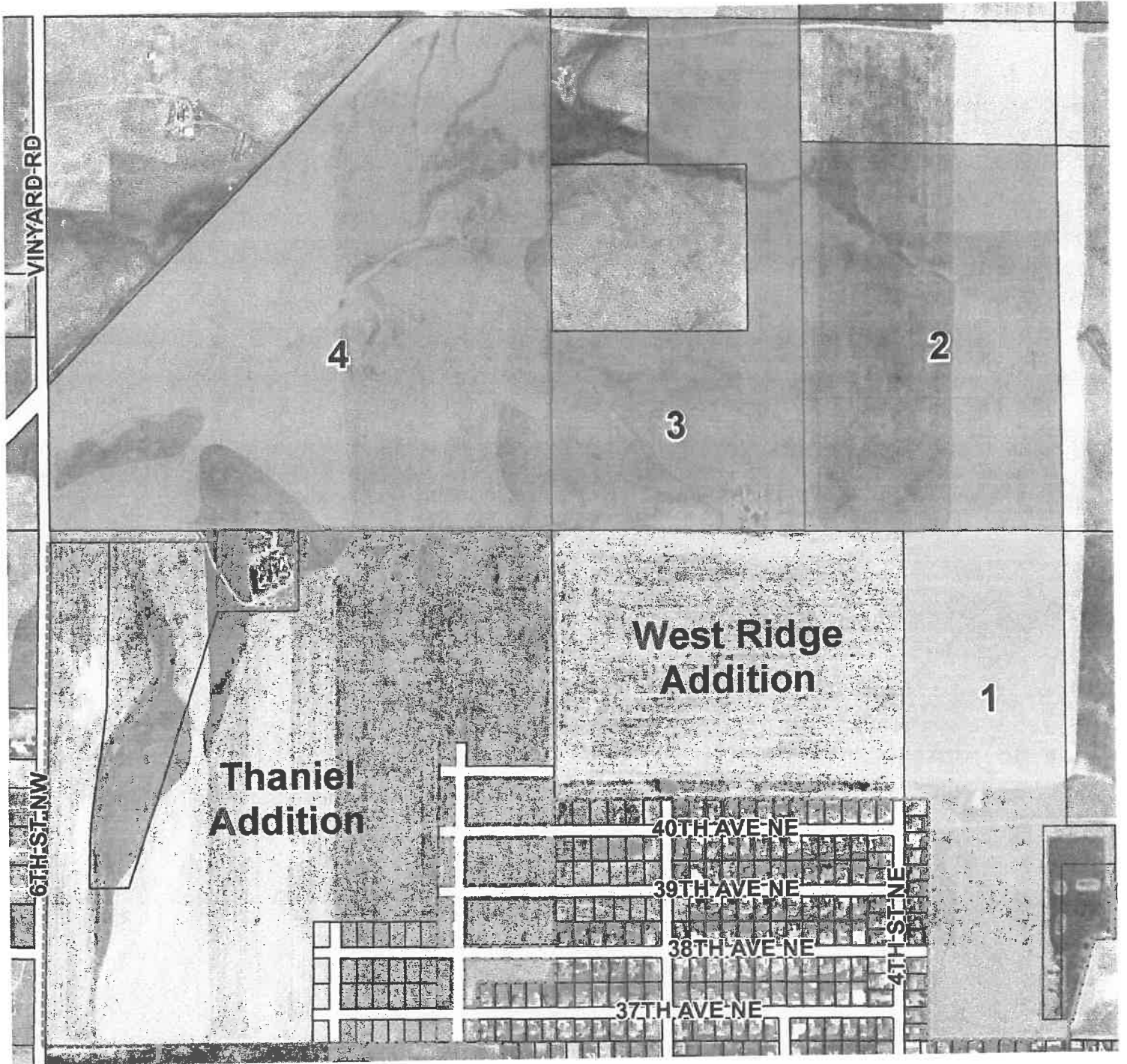
Exhibit I
NW Great Falls
Wastewater Lift Station Service Area



POTENTIAL SERVICE AREA
(MAX 1135 LOTS)

Exhibit II

Potential Street Reimbursements to West Ridge Addition



- 1 - Peretti, John Howard Trust
- 2 - MBA Consultants, Inc.
- 3 - Nelson, Kaylene M ETAL
- 4 - Schultz, Harry L and Donna G
- Parcels
- City Limits

