

# PLANNING ADVISORY BOARD ZONING COMMISSION

**MAY 12, 2015**

## ***Case Numbers***

ANX2015-3  
ZON2015-3  
SUB2015-3

## ***Applicant/Owner***

Kendall Cox

## ***Property Location***

Abutting 6th St NW on the west property line, in the vicinity of 37th Ave NE and 43rd Ave NE

## ***Parcel ID Number***

2579200

## ***Requested Action***

**Preliminary Plat** creating 90 lots - 88 residential lots, 1 lot for parkland dedication and a large remaining undeveloped lot

**Annexation** of  $\pm 155.672$  acres

**Zoning** from County UR Urban Residential to City R-3 Single-family high density district

## ***Neighborhood Council***

Neighborhood Council #3

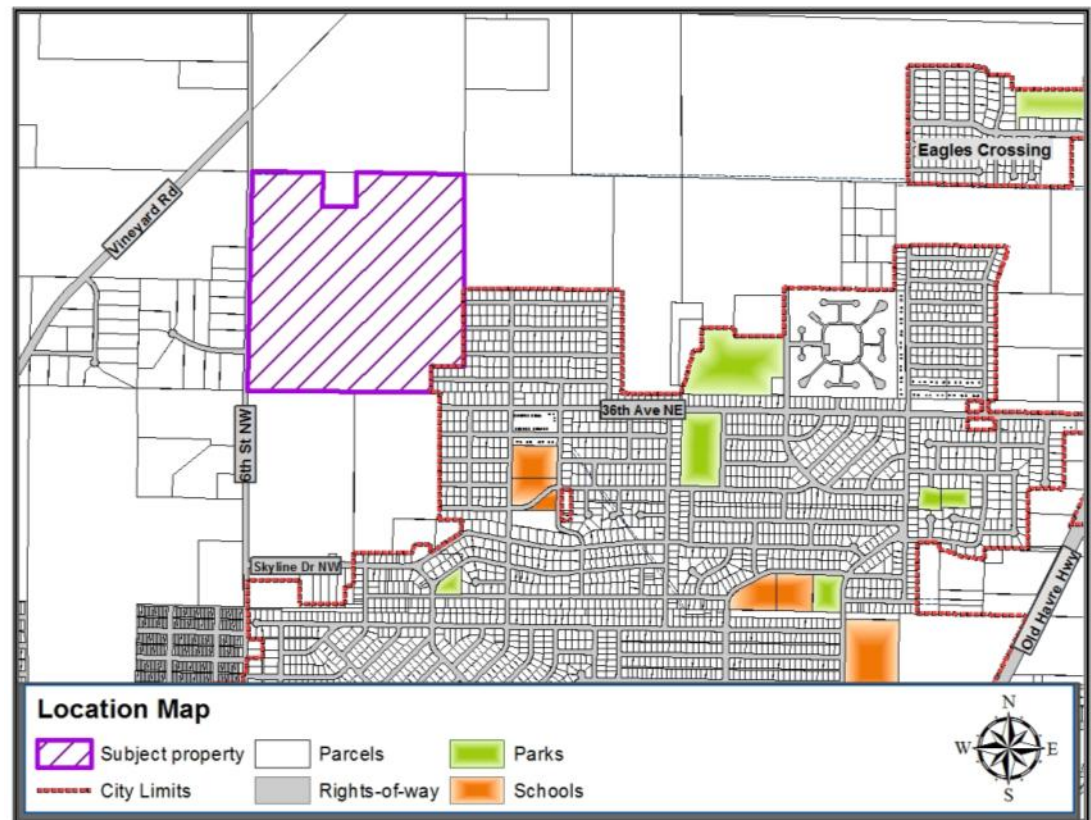
## ***Recommendation***

Approval of the request with Conditions

## ***Project Planner***

Galen Amy

## THANIEL ADDITION PRELIMINARY PLAT, ANNEXATION & ZONING



## **Summary**

The subject property is abutting the northwest edge of Great Falls adjacent to new housing developments in the vicinity of 40th Avenue Northeast and 37th Avenue Northeast. The property also abuts 6th Street Northwest on the west property line for approximately 2,682.5 feet.

The developer is requesting approval of the Preliminary Plat, City zoning and annexation of Thaniel Addition, which will be a phased subdivision consisting of 90 lots total.

- Legal Description of property: Thaniel Addition located in the SW $\frac{1}{4}$  Section 26, Township 21 North, Range 3 East, Cascade County, Montana
- Area of Property:  $\pm 155.672$  acres

## **Agency Comment**

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

## Existing Conditions

**Existing Use:** Vacant, undeveloped agricultural land.

**Existing Zoning:** The subject property is located in Cascade County and has recently been rezoned UR Urban Residential.

**Adjacent Land Use:** The subject property is located to the west and north of a developing residential neighborhood with existing single-family homes immediately to the east and south. To the west of the subject property, there are also larger parcel residential subdivisions across 6th Street Northwest that are in the County.

## Project Overview and Background

Part of the single-family residential development immediately east of the subject property is still under construction, with many of the homes built within the past five to seven years. This is a steady growth area for the City of Great Falls and with new jobs being created with some large scale new businesses, such as ADF International Inc., there has been a continued need for traditional style single-family housing stock.

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

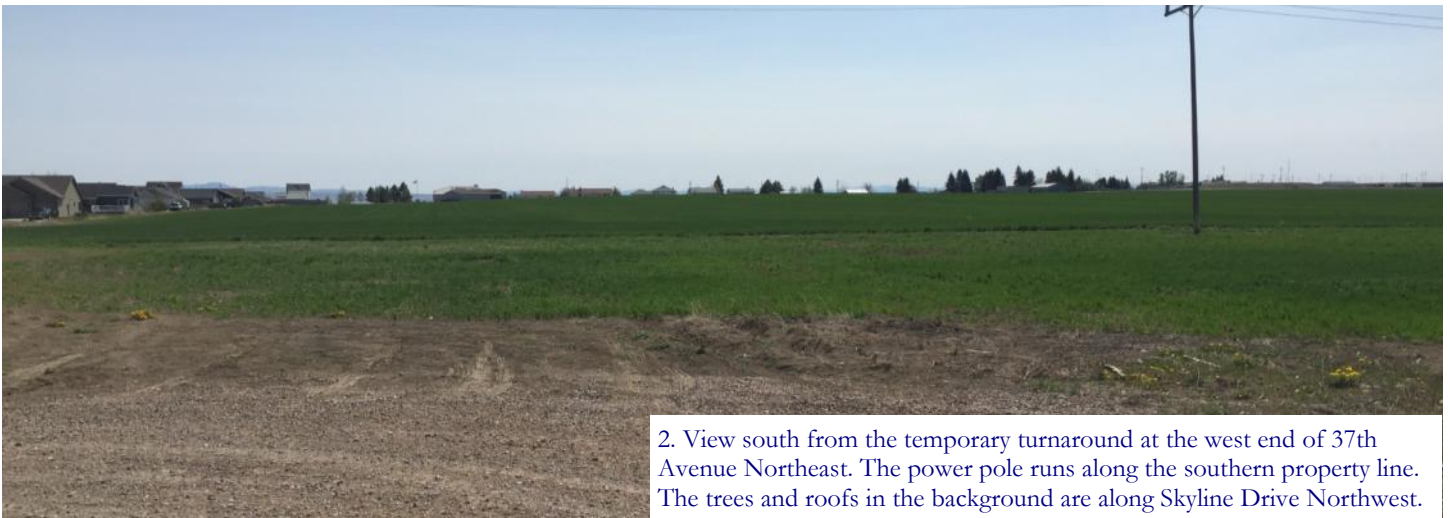
Even though the City does not enforce covenants, the Owner has indicated that covenants will be in place for this subdivision. For additional information, please refer to the attached Exhibits A through I.



View east, from Alissa Lane and 6th Street Northwest, across the width of the subject property at residential development from 37th Avenue Northeast to 40th Avenue Northeast.



## EXHIBIT A - SITE PHOTOS





## EXHIBIT A - SITE PHOTOS CONTINUED



4. View north down part of Watson Coulee and the location of part of the park land.



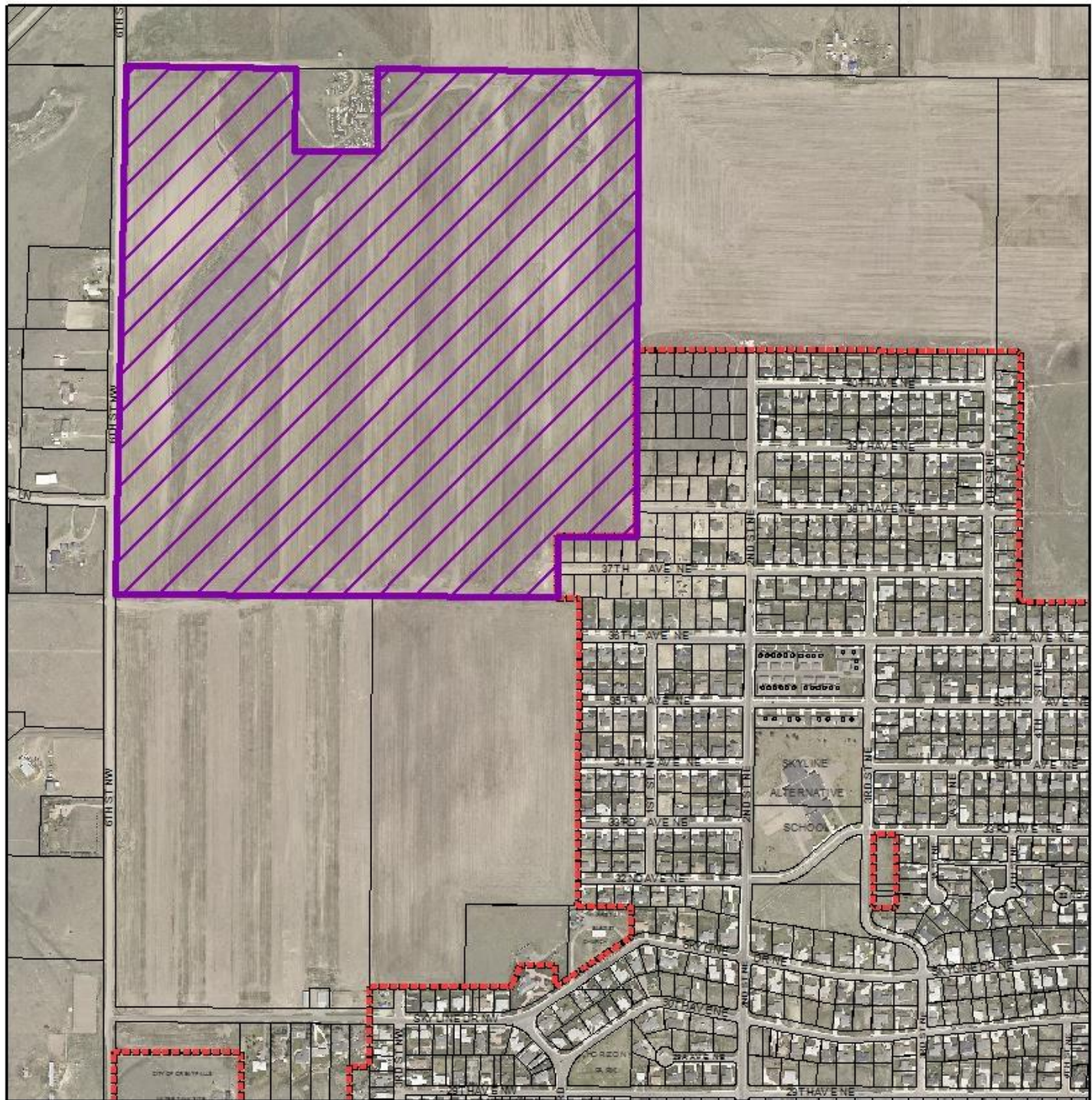
5. View south along the west edge of the subject property along 6th Street Northwest, from the north property line.






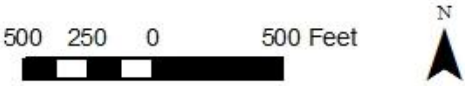
6. View east from 6th Street Northwest at the north westernmost corner of the subject property. This area will be the location of the storm water detention pond that will serve development in the immediate vicinity.



EXHIBIT B - AERIAL MAP



-  Subject property
-  City Limits
-  Tracts of Land



Thaniel Addition  
Annexation, Zoning, Preliminary Plat

## Preliminary Plat Request

The Owner is requesting a preliminary plat of the subject property, which would subdivide the property into 90 lots consisting of 88 lots for single-family residences, one lot for the dedication of parkland, and one large remaining lot that would be available for future subdivision and development. The applicant submitted a Draft Preliminary Plat (Exhibit E), which shows the layout for the proposed subdivision.

The subject property consists of  $\pm 155.672$  acres. The Owner is proposing subdivision of  $\pm 28.152$  acres along the southeast corner of the subject property into 88 lots, which creates a density of 3.126 dwelling units per acre. The Owner will retain 28 of those lots to develop or sell himself, with NeighborWorks Great Falls acquiring the remaining 60 lots for development of Mutual Self-Help Housing Program (MSH) homes over a six year period. More information about the MSH phasing is provided in the Annexation Request section on the following page. Further, the Owner is also dedicating approximately 17.124 acres for parkland which will include a storm water detention pond. The remaining  $\pm 110.396$  acres of property will continue to be used for agricultural purposes until future development occurs.

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

## Findings of Fact (Prepared in Response to 76-3-608(3) MCA)

### **PRIMARY REVIEW CRITERIA**

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

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

The nearest fire station is  $\pm 1$  to 2 miles away depending on where one is on the subject property. Ultimately the subdivision will receive law enforcement and fire protection service from the City of Great Falls; however, as the MSH homes will remain in the County until construction is completed and annexation is finalized, the Black Eagle Fire Department will still provide fire response to those homes in the interim. Providing these services to the subdivision is expected to be a manageable cost to the City. Increased tax revenues from improved properties may cover increased costs.

The Owner will have the responsibility to install curb, gutter, sidewalks and paving of the roadways within the subdivision and plans on installing said improvements within the phased residential area of the subject property (Exhibit F) over the next two construction seasons. Because this is a large property that will be developed over many years the Draft Improvement Agreement accounts for the development of a future Special Improvement District (SID) for roadway improvements, and the Owner pay its proportional share, 70%, of the costs of a study of the impacts of traffic that the development of the property and prospective development of neighboring prop-



erties will generate, with that study being completed before final construction plans and a final plat for the second phase of the Development is accepted by the City. Please see Exhibit J for more specific information on how the Owner will be required to address the effects on local services.

**Effect on the Natural Environment:** The subdivision is not expected to adversely affect soils or the water quality or quantity of surface or ground waters. Surface drainage from the subdivision will generally flow to the northwest of the subject property. The dedication of a natural drainage on the subject property, which runs to Watson Coulee, for park land will preserve this natural drainage feature and ensure that it is managed properly. It is expected that any excess surface runoff will flow into Public Works reviewed and approved temporary storm drainage improvements made by the applicant at the time of construction.

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

**Effect on Wildlife and Wildlife Habitat:** The subdivision is located along the northwestern edge of the City with existing development to the east and south. The subdivision is not in an area of significant wildlife habitat beyond occasional grazing deer or migrating fowl, and will not result in closure of public access to hunting or fishing areas, nor to public lands. However, preservation of the major drainage as park dedication will encourage upland game bird habitat development and use.

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

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

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

## **EASEMENT FOR UTILITIES**

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

## **LEGAL AND PHYSICAL ACCESS**

Extensions of public right-of-ways and future transportation connectivity is understood by the Owner and is shown by the permanent access easements in the Preliminary Plat (Exhibit E). The grid pattern established by the adjacent neighborhoods to the east is continued on the subject property, as practical in relation to the topography of Watson Coulee and the dedication of the park land. The Owner agrees to the dedication and installation of the roadways that are within the phased area of the Preliminary Plat over the next two construction seasons. These improvements will include the north-south extension of 3rd Street Northwest and Division Road, and the east-west extension of 37th Avenue Northeast, 38th Avenue Northeast, 39th Avenue Northeast, 40th Avenue Northeast, and 41st Avenue Northeast, all as shown on the Preliminary Plat.

These will be public right-of-ways maintained by the City of Great Falls after construction is completed.

### Annexation Request

In conjunction with the Preliminary Plat and establishment of City zoning, the developer is requesting annexation of  $\pm 155.672$  acres from Cascade County into the City of Great Falls. The Preliminary Plat creates 88 residential lots. The Thaniel Addition - Phase 1 Final Plat will include the 28 lots retained by the Owner and all roadways dedicated in the phased area (see Exhibit F). Thaniel Addition - Phase 2 through 7 will consist of 10 lots each and will remain in the County until completion of MSH houses are constructed, whereupon they will be annexed. As a result, the Black Eagle Fire Department will be providing fire protection to the structures until they are annexed. NeighborWorks plans on starting construction of the first 10 MSH homes in Thaniel Addition - Phase 2 upon Final Plat approval by City Commission.

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

### Improvements

#### **Roadways**

Although a large parcel would be subdivided and annexed, the location of City services dictates the development begin from the far southeastern edge and then expand to the north and west. The first phases would connect to existing and future local roadways in subdivisions bordering on the east. Additional internal roads to serve the development will be planned and constructed as future phases are considered.

Sidewalks will be constructed along each lot frontage at the time of home construction. The parkland is removed from the first phase, but the developer will be required to commit to construction of sidewalks along the park frontage at such time as the adjoining street is constructed.

The existing transportation network and proposed roadway layout is expected to have sufficient capacity to accommodate traffic generated by the Phases 1-7. As full build-out approaches, however, connection to 6th Street Northwest will be made, and will likely necessitate improvements to that roadway.

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

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

See Exhibit I for full Traffic Analysis, which includes trip generation, trip distribution, and recommendations.

#### **Utilities**

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



The City has planned for and will install the lift station and mains required to provide sanitary sewer service to the proposed development. To support these improvements the Owner will pay the City its proportional share of the actual cost of those improvements, beginning with an initial payment of \$149,565 for the required gravity main that is due and payable within 30 days after the City has accepted a bid on the sanitary sewer improvement, and then phase-by-phase on a per lot basis, with the per lot payments for the lift station and force mains being made before work begins on each phase.

Owner's per lot proportional share will be calculated as follows. The total number of lots that can be served by the lift station and force mains will be determined. The number of lots in the development will then be divided by that number, yielding the development's share of the total lots to be served. That share will be multiplied by the total actual cost of the lift station and force mains, yielding the development's overall share of the cost. That share will then be divided by the number of lots, resulting in the per lot fee.

See also the Draft Improvement Agreement for more information for utility improvements required (Exhibit J).

### **Storm Water Management**

To date, the Owner has worked with the City Public Works and Planning and Community Development Departments for the general location of the future onsite detention pond on the northwest corner of the subject property, and will be coordinating efforts with the adjacent eastern property owner, S & L Development, for a storm water master plan to be completed for the area. The City Engineer has provided a policy memo (attached as Exhibit G) concerning Storm Drain Facility Development for the basin containing these two properties, and properties to the east and south, that will drain to the coulee near the northwest corner of Thaniel Addition. The current terms related to storm water management in the Draft Improvement Agreement are not updated to outline this cooperative approach, but will be current upon City Commission review.

### **Park Land**

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

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

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

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

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

Ordinance 3130, which goes before the City Commission for Public Hearing on May 19, 2015, for adoption, describes a reasonable proximity or a neighborhood park be within a walking distance of most of the homes it serves and which are indirectly paying for the land or cash dedicated. A reasonable walking distance is considered to be about 10 minutes. This translates to a maximum of a half-mile and is sometimes taken as only being a quarter-mile. Said Ordinance uses three-eighths ( $3/8$ ) of a mile (1,980 feet) as a guideline, but incorporates some flexibility. The  $3/8$  mile buffer map for the proposed Thaniel Addition park land is attached to the Draft Improvement Agreement (Exhibit J). The proposed park is in a walkable location for the entire property and also encompasses a portion of Watson Coulee, enabling it to be monitored and preserved as a healthy drainage and wetland area in perpetuity.

## City of Great Falls Growth Policy

The proposed annexation, subdivision, and zoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project strongly supports the Social and Physical portions of the Growth Policy, specifically the goals and principles to: 1) encourage a safe, adequate and diverse supply of housing and fair housing opportunities in the City; and 2) develop new and diverse housing supply throughout the City, including single-family residential, multi-family, and housing for those with special needs.

Additional supportive Policies that this project is consistent with include:

### Social - Housing

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

### Physical - Land Use

- Phy4.1.3 Create a balanced land use pattern that provides for a diversity of uses that will accommodate existing and future development in the City.
- Phy4.1.4 Foster the development of safe, walkable neighborhoods, with a mix of uses and diversity of housing types.
- Phy4.7.6 Encourage new development in areas contiguous to existing development in the City, where capacity exists or can be planned for.

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

## Neighborhood Council Input

The subject property is located in Neighborhood Council #3. The Owner, its representative, and NeighborWorks presented information to Council #3 on May 7, 2015. The Council is extremely concerned about the impact the new traffic generated by residential development would cause on the existing infrastructure. Three Council members were present, two voted in support of the project and one voted against. A copy of the Council meeting minutes will be provided to the Planning Advisory Board/Zoning Commission at the Public Hearing May 12, 2015. As of the writing of this staff report, Staff has received 6 phone calls and one in person inquiry from residents with general questions about the proposed development.

## Rezone Request

In conjunction with the Preliminary Plat, the Owner is requesting that the subject property be rezoned from County UR - Urban Residential to R-3 Single-family high density district upon annexation into the City of Great Falls. The park land being dedicated will also be rezoned to POS Parks and Open Space upon annexation into the City. The proposed zoning is compatible with the existing zoning on the adjacent properties to the east and south. Continuation of the single-family residential development pattern on the vacant property is logical given the high demand for lots and the context of the site.

The topography and dedication of park land make this an attractive area for residential development, providing good views and suburban feel. The grid pattern of the proposed subdivision on the southeast corner of the property matches the adjacent development pattern immediately to the east and south with the proposed R-3 district development standards for setbacks, density, height, and parking. The size of the subject lots provides sufficient space for the buildings, off-street parking, landscaping, and storm water detention area.

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



## Recommendation

The Planning Advisory Board has the responsibility to review and make recommendations on annexations and subdivisions. The City Zoning Commission has the responsibility to review and make recommendations on Zoning Map Amendments. As such, each of the two recommendations are to be considered and acted upon separately by the Commission and Board:

**RECOMMENDATION I:** The Planning Advisory Board recommends the City Commission approve annexation of Thaniel Addition, legally described in the staff report, and the accompanying Findings of Fact, subject to the Zoning Commission adopting Recommendation II, and subject to the Conditions of Approval being fulfilled by the applicant.

**RECOMMENDATION II:** The Zoning Commission recommends the City Commission approve rezoning property within Thaniel Addition from the existing County Urban Residential to R-3 Single-family high density, upon annexation to the City, subject to the Planning Advisory Board adopting Recommendation I and subject to the Conditions of Approval being fulfilled by the applicant.

**RECOMMENDATION III:** The Planning Advisory Board recommends the City Commission approve the Preliminary Plat of Thaniel Addition, legally described in the staff report, and the accompanying Findings of Fact, subject to the Zoning Commission adopting Recommendation I and III, and subject to the Conditions of Approval being fulfilled by the applicant.

## Conditions of Approval

1. The Final Plat of the Thaniel Addition phases shall incorporate correction of any errors or omissions noted by staff, including provision of a notification clause to purchasers regarding soil conditions.
2. The final engineering drawings, specifications and cost estimates for public improvements for the Thaniel Addition phases shall be submitted to the City Public Works Department for review and approval, prior to consideration of the Final Plat of any Thaniel Addition phase.
3. An Improvement Agreement shall be executed and filed containing terms and conditions for annexation Final Plat phases, including, but not limited to, agreement by Owner to:
  - a) install, within three years of the date of annexation, the public improvements referenced in Condition 2 above;
  - b) indemnify and hold the City harmless for any damages that may be sustained as a result of adverse soil and/or groundwater conditions;
  - c) construct all of the storm water conveyance improvement to drain the site to the future onsite detention pond, whether they be surface conveyance and/or inlets and pipe;
  - d) reimburse the City its proportionate share of the cost of installing a new lift station and force mains to serve the property;
  - e) provide sidewalk connectivity, including construction of sidewalks along the park frontage at such time as the adjoining street is constructed;
  - f) pay its proportionate share of the cost of an area storm water master plan;
  - g) pay its proportionate share of a North Great Falls transportation study;
  - h) pay all applicable fees owed as a condition of annexation, as determined in Improvement Agreement.

## **Next Steps**

1. The Planning Advisory Board/Zoning Commission recommendation will be presented to the City Commission.
2. City Commission will approve or deny the Preliminary Plat and do a first reading of the Zoning Ordinance.
3. If approved, the applicant will submit the Final Plat of Thaniel Addition - Phase I for Board review and approval.

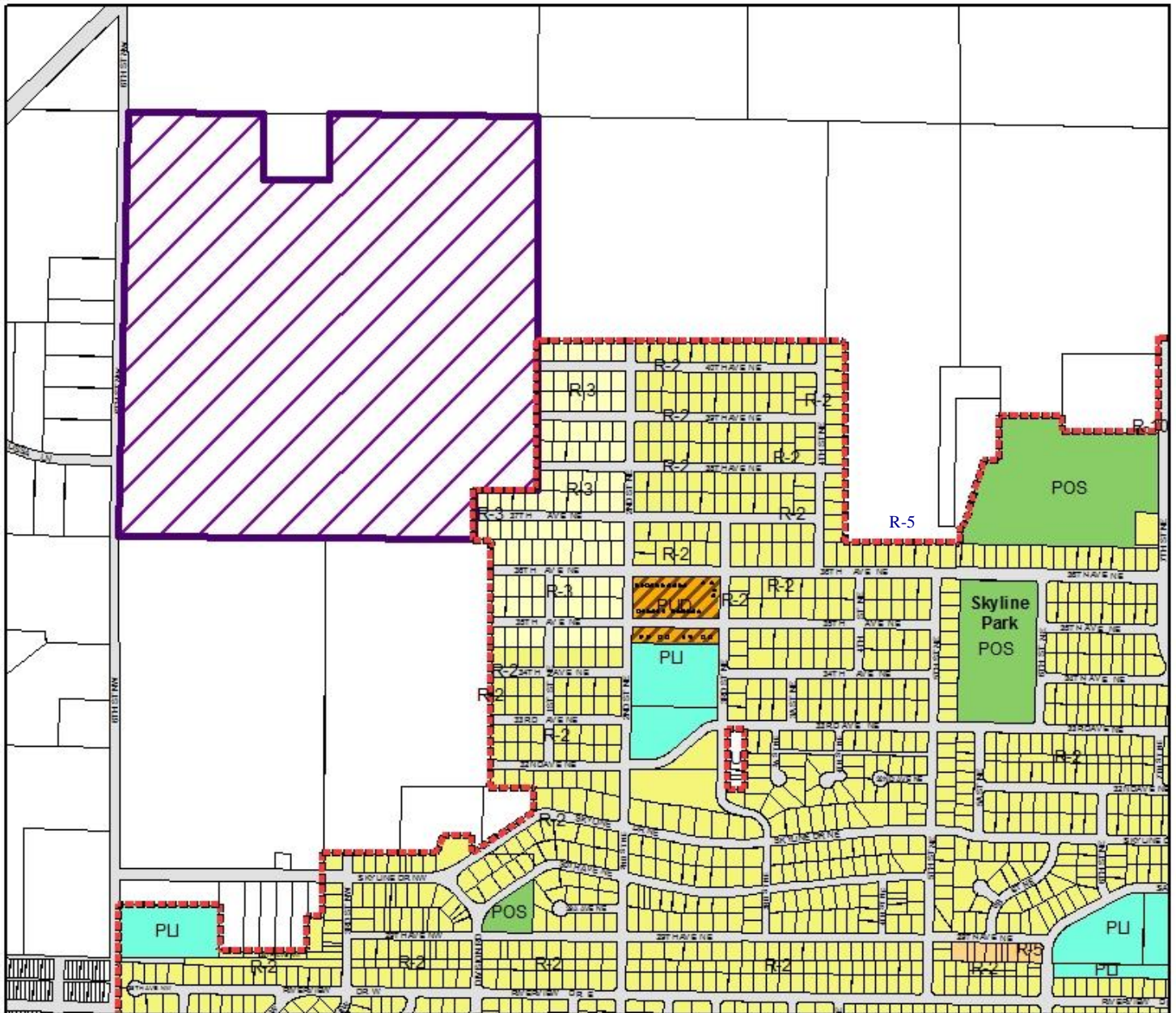
## Exhibits

- A - Site Photos (p. 3 & 4)
- B - Aerial Map (p.5)
- C - Zoning Map (p. 13)
- D - Application (p. 14)
- E - Draft Preliminary Plat (p. 16)
- F - Phased Area of Preliminary Plat (p. 18)
- G - Memo - Storm Drainage Development (p. 19-20)
- H - Sun River Watershed Group Letter and US Army Corps of Engineers Study (p. 22-30)
- I - Traffic Analysis (p. 32-33)
- J - Draft Improvement Agreement (starts on p. 35)

Cc: Jim Rearden, Public Works Director  
Dave Dobbs, City Engineer  
Patty Cadwell, Neighborhood Council Coordinator  
Bill Hunter, Communications Manager, Police Department  
Susan Conell, Cascade County Planning Director, [sconell@cascadecountymt.gov](mailto:sconell@cascadecountymt.gov)  
Kendall Cox, Owner/Developer, 3516 13th Ave S, Great Falls, MT 59405  
William Miller, Representative, DOWL, [bmiller@dowl.com](mailto:bmiller@dowl.com)  
Shawn Arthur, Representative, DOWL, [sarthur@dowl.com](mailto:sarthur@dowl.com)  
Al Rollo, Coordinator, Sun River Watershed Group, [arollo7@msn.com](mailto:arollo7@msn.com)  
Vince Kolar, Cascade County Disaster and Emergency Services, [vkolar@cascadecountymt.gov](mailto:vkolar@cascadecountymt.gov)



# EXHIBIT C - ZONING MAP



## Legend

City Limits

Subject property

Tracts of Land

right-of-way

### ZONING

R-2 Single-family Medium Density

R-3 Single-family High Density

R-5 Multi-family Medium Density

R-10 Mobile Home Park

PUD Planned Unit Development

PLI Public Lands and Institutional

POS Parks and Open Space

U Unincorporated Enclave

N



600 300 0 600 Feet



Thaniel Addition  
Annexation, Zoning &  
Preliminary Plat

## EXHIBIT D - APPLICATION

CITY OF GREAT FALLS  
PLANNING & COMMUNITY DEVELOPMENT DEPT.  
P.O. BOX 5021, GREAT FALLS, MT, 59403-5021  
406.455.8415 • WWW.GREATFALLSMT.NET

## DEVELOPMENT APPLICATION

Thaniel Addition

Name of Project / Development:

Kendall Cox

Owner Name:

3516 13<sup>th</sup> Avenue South, Great Falls, MT 59405

Mailing Address:

406-453-0908

Phone:

Email:

William Miller – DOWL

Representative Name:

106 1<sup>st</sup> Avenue South, Great Falls, MT 59401

Mailing Address:

406-453-4085

Phone:

bmillier@dowl.com

Email:

## PROPERTY DESCRIPTION / LOCATION:

SW 1/4

26

T21N

RO3E

Mark/Lot:

Section:

Township/Block:

Range/Addition:

N/A

Street Address:

## ZONING:

Suburban Residential 1

Urban Residential

Agriculture

Agriculture/Residential

Current:

Proposed:

Current:

Proposed:

I (We), the undersigned, understand that the filing fee accompanying this application is not refundable. I (We) further understand that the fee pays for the cost of processing, and the fee does not constitute a payment for approval of the application. I (We) further understand that public hearing notice requirements and associated costs for land development projects are my (our) responsibility. I (We) further understand that other fees may be applicable per City Ordinances. I (We) also attest that the above information is true and correct to the best of my (our) knowledge.

Property Owner's Signature:

*Kendall D. Cox*

Representative's Signature:

*William D. Miller*

Date:

3-10-15

Date:

3/10/2015

Submittal Date: 3/10/2015

Application Number:

Paid (Official Use ONLY): ☒ 8,400.00

☒ Annexation: \$500

☒ Preliminary Plat, Major: \$1,500 + \$50/lot (88 lots) 4,400

☐ Revised Preliminary Plat: \$1,000

☐ Final Plat, Major: \$1,500 + \$25/lot

☐ Minor Subdivision: \$1,250

☐ Amended Plat, Administrative: \$200

☐ Amended Plat, Non-administrative: \$1,000

☒ Zoning Map Amendment: \$2,000

☐ Conditional Use Permit: \$1,500

☐ Planned Unit Development: \$2,000

☐ Vacate Public Right-of-Way: \$1,250

☒ Public Hearing Notice



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## EXHIBIT E - DRAFT PRELIMINARY PLAT

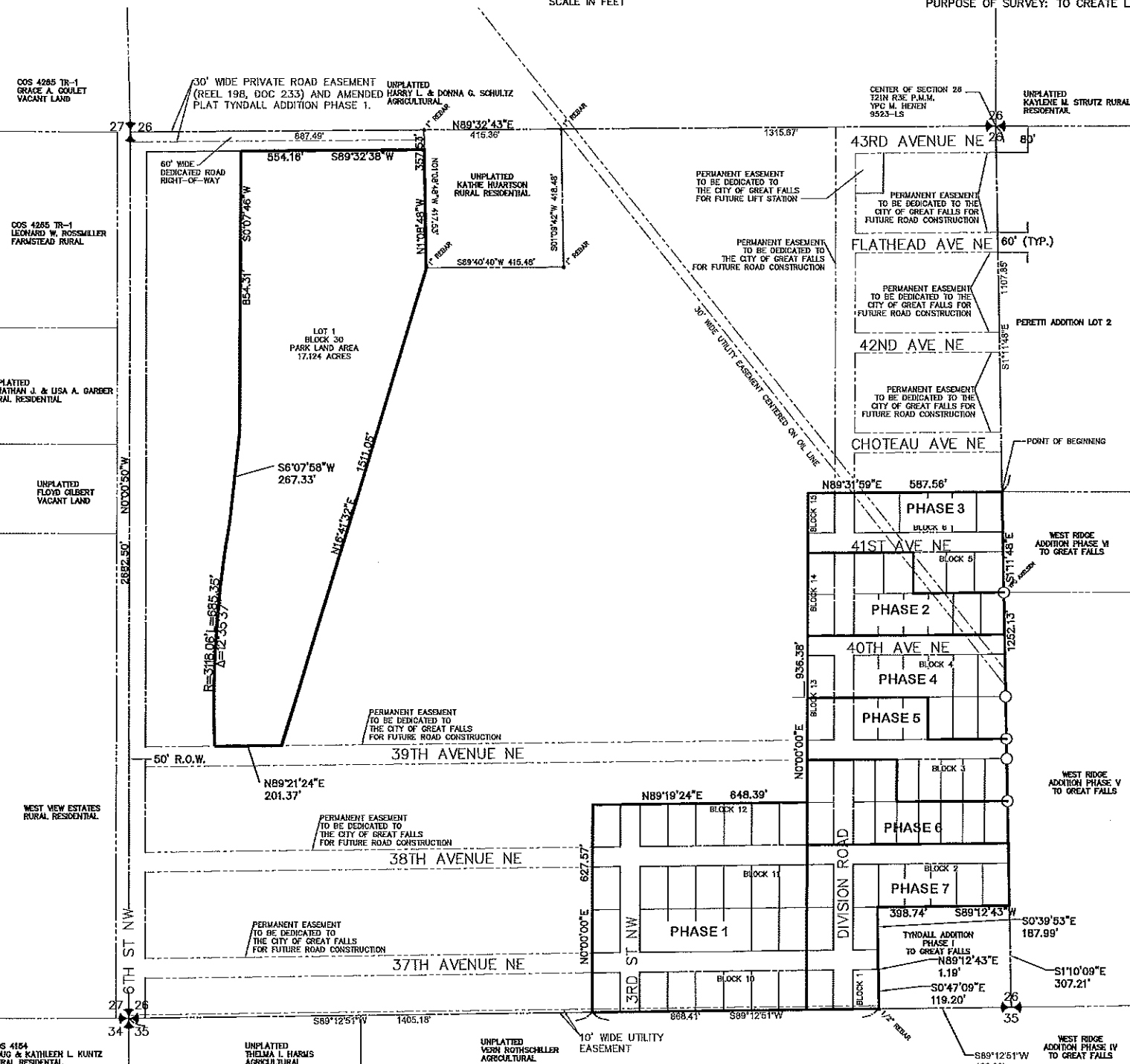
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## LEGEND

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

PRELIMINARY PLAT OF THE  
THANIEL ADDITION SUBDIVISION  
SITUATED IN THE SW 1/4 OF SECTION 26, T21N, R3E, P.M.M.  
CASCADE COUNTY, MONTANA

PURPOSE OF SURVEY: TO CREATE LOTS FOR CONVEYANCE.

200 0 200  
SCALE IN FEET

PHASE 2 LAND USE SUMMARY  
88 RESIDENTIAL LOTS / 28.152 ACRES  
= 3,126 RESIDENTIAL LOTS PER ACRE.

PLAT STATISTICS SUMMARY				
THANIEL ADDITION PHASES 1-7	1,223,292.4 SF	28,152 AC		
ALEXANDER	5,854,609.2 SF	132,522 AC		
BLOCK 1	9,434.5 SF	0.217 AC		
BLOCK 2	70,801.7 SF	1.625 AC		
BLOCK 3	119,594.7 SF	2.745 AC		
BLOCK 4	117,680.4 SF	2.709 AC		
BLOCK 5	113,922.9 SF	2.614 AC		
BLOCK 6	64,055.5 SF	1.474 AC		
BLOCK 7	69,710.2 SF	1.600 AC		
BLOCK 8	151,437.1 SF	3.478 AC		
BLOCK 9	89,144.8 SF	2.050 AC		
BLOCK 10	20,454.2 SF	0.470 AC		
BLOCK 11	30,081.9 SF	0.691 AC		
BLOCK 12	9,689.8 SF	0.222 AC		
BLOCK 13	10,952.4 SF	0.250 AC		
BLOCK 14	21,099.7 SF	0.481 AC		
BLOCK 15	10,745.4 SF	0.244 AC		
ROMAN	341,114.9 SF	7.891 AC		
PARKLAND	745,001.4 SF	17.184 AC		
GRAND AREA	6,783,378.9 SF	155,949 AC		

THANIEL ADDITION PHASES 1-7 BOUNDARY  
PHASES 1-7 LOT LINES  
R.O.W. LINES

## CERTIFICATE OF PUBLIC SERVICE DIRECTOR

I, Jim Reardon, Public Works Director for the City of Great Falls, Montana, do hereby certify that I have examined the accompanying Plat of Thaniel Addition, and the survey it represents, and that I find the same conform to regulations governing the platting of lands, and to presently platted adjacent land, as near as circumstances will permit and I do hereby approve the same. Dated this \_\_\_\_ day of \_\_\_\_ 2015.

Jim Reardon  
Public Service Director  
City of Great Falls, Montana

## CERTIFICATE OF CITY COMMISSION

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

City Manager, City of Great Falls, Montana

## CERTIFICATE OF AVAILABILITY OF MUNICIPAL SERVICES

I, Gregory T. Dayon, City Manager of the City of Great Falls, Montana, do hereby certify that the City Commission of the City of Great Falls, Montana, at its regular meeting held on the \_\_\_\_ day of \_\_\_\_ 2015, found that adequate municipal facilities for the supply of water and disposal of sewage and solid waste are available to the above described property, namely the said facilities of the City of Great Falls, Montana, and this certificate is made pursuant to section 76-4-124 M.C.A., permitting the Clerk and Recorder of Cascade County, Montana, to record the accompanying plat.

City Manager, City of Great Falls, Montana

## CERTIFICATE OF GREAT FALLS PLANNING BOARD

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

Director, Great Falls  
Planning Board

Deputy Director, Great Falls  
Planning Board

## CERTIFICATE OF EXCLUSION FROM MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW

The THANIEL ADDITION SUBDIVISION, Cascade County, Montana, is within the City of Great Falls, Montana, a first-class municipality, and within the planning area of the Great Falls growth policy which was adopted pursuant to MCA 76-1-601 et seq., and can be provided with adequate stormwater drainage and adequate municipal facilities. Therefore, under the provisions of MCA 76-4-125(2)(d), this subdivision is excluded from the requirement for Montana Department of Environmental Quality Review.

DATED this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_

Director of Public Works  
City of Great Falls, Montana

## CERTIFICATE OF COUNTY TREASURER

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

DATED this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_

Treasurer of Cascade County

## CERTIFICATE OF CLERK AND RECORDER

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

Clerk and Recorder

## CERTIFICATE OF DEDICATION

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

## LEGAL DESCRIPTION

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

PHASES 1-7 of Thaniel Addition to the City of Great Falls; Beginning at the Northeast corner of the tract herein described; from which point the Center 1/4 Corner of Section 26 marked by a yellow plastic cap marked M. Henen 9523-1S bears North 11°48' West a distance of 1107.85 feet; thence from said Point of Beginning, South 11°48' East, 1,252.13 feet to the Northeast Corner of Tyndall Addition Phase 1; thence South 89°12'43" West, 398.74 feet; thence South 0°39'53" East, 187.99 feet; thence North 89°12'43" East, 1.19 feet; thence South 0°47'09" East, 119.20 feet to the South Line of Section 26; thence along said South Section Line, South 89°12'51" West, 868.41 feet; thence North 0°0'0" East, 627.57 feet; thence North 89°19'24" East, 648.39 feet; thence North 0°0'0" East, 936.38 feet; thence North 89°31'59" East, 587.56' to the True Point of Beginning, containing a gross area of 28.152 Acres more or less.

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

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

## REMAINDER DESCRIPTION

That portion of the SW1/4 of Section 26, T 21 N, R 3 E, P.M.M., Cascade County, Montana, less Phase 1 Tyndall Addition to the City of Great Falls, Thaniel Addition to the City of Great Falls, Park Land Dedication, and an unplatted parcel located in the NE1/4 of the SW1/4 of said Section 26 currently owned by Kathie Huatson, containing a gross area of 127.522 Acres more or less.

## NOTICE OF SOIL CONDITIONS

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

Kendall G. Cox \_\_\_\_\_ this day \_\_\_\_ of \_\_\_\_ 2015.

Maxima S. Cox \_\_\_\_\_ this day \_\_\_\_ of \_\_\_\_ 2015.

State of Montana  
County of Cascade

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

Signature of Notary

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

## CERTIFICATE OF SURVEYOR

I, the undersigned, Timothy R. Reed, Professional Land Surveyor No. 28997 LS, do hereby certify that between March 2014 and March 2015 I surveyed the THANIEL ADDITION SUBDIVISION, and platted the same as shown on the accompanying plat and as described, in accordance with the provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625, MCA.

DATED this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_

Timothy R. Reed  
Professional Land Surveyor No. 28997 LS



THANIEL ADDITION SUBDIVISION PHASES 1-7  
GREAT FALLS, MONTANA

PRELIMINARY PLAT

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

PROJECT 4722.11503.01  
DATE 5/07/2015

SHEET

1 of 3



C:\22\11503-01\SSCAD\Existing\MC14-VP-PL-11503-01-PRELIM-PLAT.dwg PLOT DATE 2015-5-7 10:26 SAVED DATE 2015-05-07 10:18 USER: bntiller

LEGEND

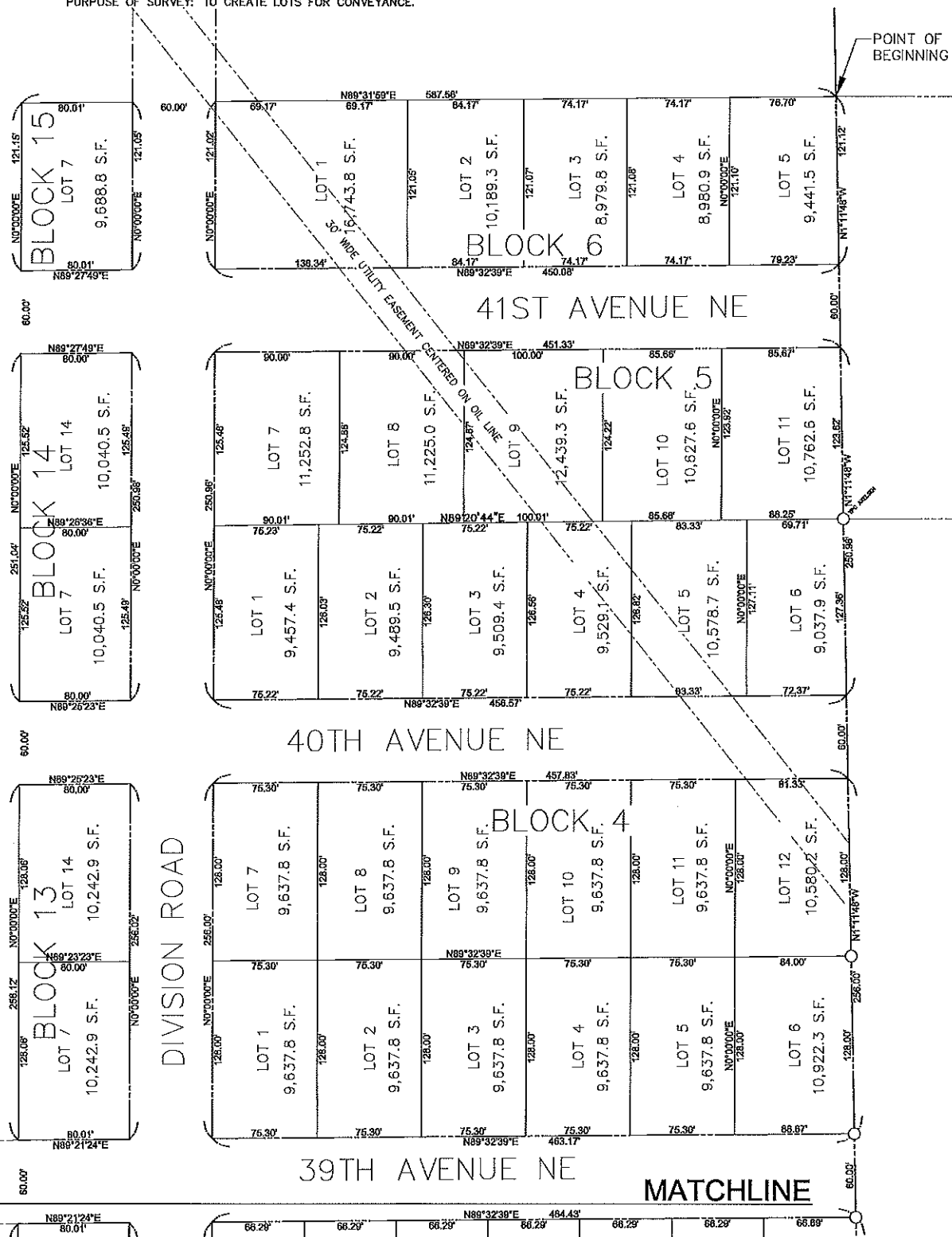
- - 1/2" REBAR AND PLASTIC CAP, SET OR FOUND FOR THIS SURVEY MARKED "REED 28997 LS"
- ✱ - SECTION CORNER FOUND
- ✱ - QUARTER CORNER FOUND
- - 1/2" REBAR AND PLASTIC CAP FOUND MARKED "NEELEY 14105- LS"



50 0 50  
SCALE IN FEET

PRELIMINARY PLAT OF THE  
THANIEL ADDITION SUBDIVISION  
SITUATED IN THE SW 1/4 OF SECTION 26, T21N, R3E, P.M.M.  
CASCADE COUNTY, MONTANA

PURPOSE OF SURVEY: TO CREATE LOTS FOR CONVEYANCE.



PLAT NOTES

1. BASIS OF HORIZONTAL  
GEODETIC NORTH OBTAINED BY GPS OBSERVATIONS & OPUS PROCESSING.  
DATUM IS NAD83 (2011) (EPOCH 2010.00)  
PROJECTION: TRANSVERSE MERCATOR  
CENTRAL MERIDIAN: W 111°16'30"  
PROJECT ORIGIN LATITUDE: N 47°30'00"  
SCALE FACTOR AT CENTRAL MERIDIAN: 1.000165  
FALSE NORTHING: 200,000.000 FT  
FALSE EASTING: 200,000.000 FT
2. 10' SETBACK/UTILITY EASEMENT CREATED BY THIS PLAT ALONG ALL STREET FRONTAGES FOR ALL LOTS.

MATCH LINE

MATCHLINE

REVISIONS			
REV	DATE	DESCRIPTION	BY



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

THANIEL ADDITION SUBDIVISION PHASES 1-7  
GREAT FALLS, MONTANA

PRELIMINARY PLAT

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

PROJECT 4722.11503.01  
DATE 5/07/2015

SHEET

2 OF 3

LOT LINES  
R.O.W. LINES

LEGEND

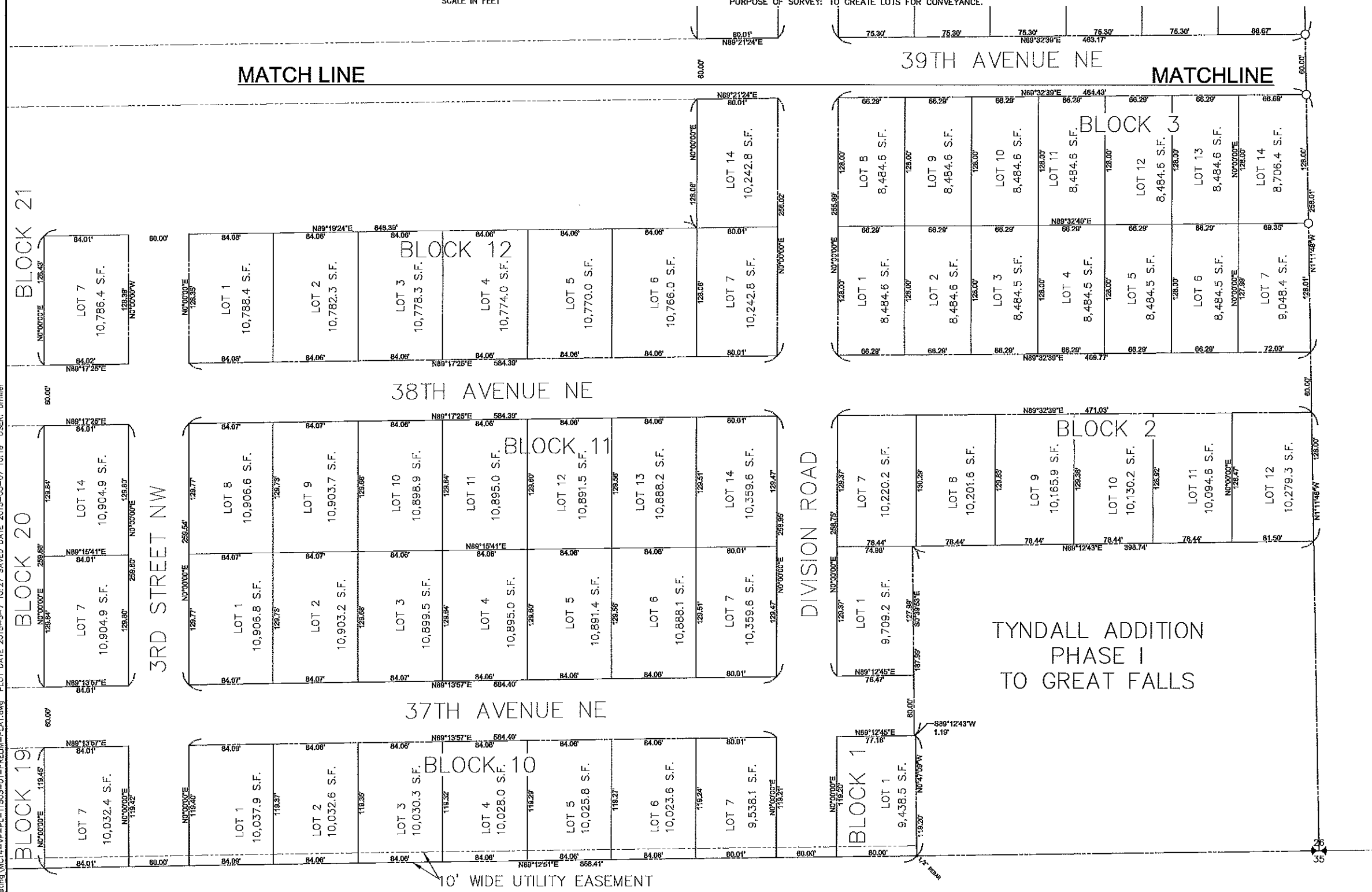
- - 1/2" REBAR AND PLASTIC CAP, SET OR FOUND FOR THIS SURVEY MARKED "REED 28997 LS"
- ✱ - SECTION CORNER FOUND
- ✱ - QUARTER CORNER FOUND
- - 1/2" REBAR AND PLASTIC CAP FOUND MARKED "NEELEY 14105- LS"



50 0 50  
SCALE IN FEET

PRELIMINARY PLAT OF THE  
THANIEL ADDITION SUBDIVISION  
SITUATED IN THE SW 1/4 OF SECTION 26, T21N, R3E, P.M.M.  
CASCADE COUNTY, MONTANA

PURPOSE OF SURVEY: TO CREATE LOTS FOR CONVEYANCE.



REVISIONS			
REV	DATE	DESCRIPTION	BY

**DOWL**  
103 1st Avenue South, Suite A  
Great Falls, Montana 59401  
406-453-4085

THANIEL ADDITION SUBDIVISION PHASES 1-7  
GREAT FALLS, MONTANA  
**PRELIMINARY PLAT**  
SW 1/4 SECTION 26, T21N, R3E  
P.M.M., CASCADE COUNTY

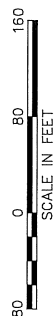
PROJECT	4722.11503.01
DATE	5/07/2015
SHEET	3 OF 3

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EXHIBIT F - PHASED AREA OF PRELIMINARY PLAT

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

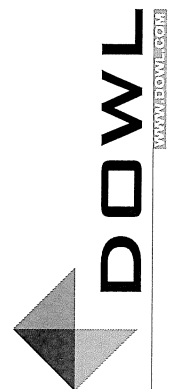
THANIEL ADDITION TO GREAT FALLS  
GREAT FALLS MONTANA

## PHASES 1-7

PROJECT	4722.11503.01
DATE	05/05/2015

2019年12月31日

PFIG #1

[illegible]

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## EXHIBIT G - MEMO - STORM DRAINAGE DEVELOPMENT

**City of Great Falls  
Public Works/Engineering**

**INTER-OFFICE MEMORANDUM**

May 4, 2015

TO: Galen Amy, Planner II

From: Dave Dobbs, City Engineer

SUBJECT: Storm Drainage Development in Northwest Great Falls (Thaniel Addition, West Ridge Addition, and the surrounding storm drainage basins)

This is a policy memo concerning Storm Drain Facility Development for the basin containing Thaniel Addition, West Ridge Addition, and properties to the east and south of these Additions that will drain to the coulee near the northwest corner of Thaniel. Thaniel and West Ridge Additions must coordinate the design and implementation of storm drainage facilities with City approval and oversight.

1. The early phases of Thaniel and West Ridge will be served by temporary detention ponds that will restrict discharge to the predevelopment, 5 year storm. Developers shall make all efforts to mitigate offsite impacts from these ponds. It is understood that these ponds will be used only until permanent facilities are installed. These costs shall be carried by the developers.
2. The primary detention pond for this basin shall be located at the north end of the coulee located on the western edge of the Thaniel Addition. The cost of master planning, designing and constructing the pond, system of mains and appurtenances, and other required storm drainage infrastructure shall be fronted by the developers. Reimbursements between current and future developers may be assessed on a per acre basis as other properties annex (or are platted into lots). The City shall oversee the design and construction of the storm water facilities. The land necessary for the pond shall be within the park property, but will not be counted against the park obligation. Thaniel Addition shall dedicate the pond property to the City, and shall be eligible for reimbursement on a prorated basis from other properties within the basin. Effort shall be made to ensure equitable distribution of costs.
3. Developers shall be required to install storm drain mains to convey runoff from the developed properties to the pond mentioned above in (2). Piping configurations and design shall be coordinated between the developers and shall take into account flows coming onto the Thaniel and West Ridge Additions from upstream properties. It is anticipated that a main trunk shall run from east to west in the Flathead Avenue

## EXHIBIT G - MEMO - STORM DRAINAGE DEV. CONTINUED

alignment (with northern stubs to catch 43<sup>rd</sup> Avenue runoff); with south mains to accommodate runoff from land further south in the Division Road, 3<sup>rd</sup> Street NW, and/or 2<sup>nd</sup> Street NE alignment. Easements shall be dedicated for storm drain mains as necessary. The City shall reimburse for upsizing costs.

4. A secondary detention pond for the much larger basin that drains to the culvert under 6<sup>th</sup> Street NW (aka the Schultz property) shall be planned and designed by the City. Developers shall pay a prorated share of the cost to design, purchase land, and construct the pond and its appurtenances. It is understood that this pond may be some years off in the future.
5. All parties understand that this storm water basin has sensitivities that must be addressed. Also, in the interest of expediency and efficiency, regular progress meetings are encouraged to include the developers as well as City staff.



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EXHIBIT H - SUN RIVER WATERSHED GROUP LETTER AND  
SECTION V - WATSON COULEE OF THE SUN  
RIVER FLOOD PROTECTION PROJECT  
OPERATION AND MAINTENANCE MANUAL  
U.S. ARMY CORPS OF ENGINEERS

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

April 30, 2015

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

RE: Tyndall Addition

Dear Great Falls Planning Department:

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

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

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

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

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

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

Sincerely,



Alan Rollo, coordinator  
Sun River Watershed Group

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

ATCH: Corps Flood Protection data



PROJECT C9919  
DISK 574-C

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

**OPERATION AND MAINTENANCE MANUAL**

**CORPS OF ENGINEERS, U. S. ARMY**

**OFFICE OF THE COMMANDER**

**OMAHA DISTRICT**

**OMAHA, NEBRASKA**

**1988**

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## PERTINENT DATA

### Location

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

### Hydrologic Data

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

### Levee Design

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

### Relocations

Buildings to be removed	24
-------------------------	----

### Drainage Structures

Levees	21
Road Culvert	3
Watson Coulee	6

### Watson Coulee Interceptor Ditch

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

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

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

Project No. C9919  
Disk No. 574-C

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

**OPERATION AND MAINTENANCE MANUAL**  
**SECTION V - WATSON COULEE**

**CORPS OF ENGINEERS, U. S. ARMY**  
**OFFICE OF THE COMMANDER**  
**OMAHA DISTRICT**  
**OMAHA, NEBRASKA**



## SECTION 5 - WATSON COULEE

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

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

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

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

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

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

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

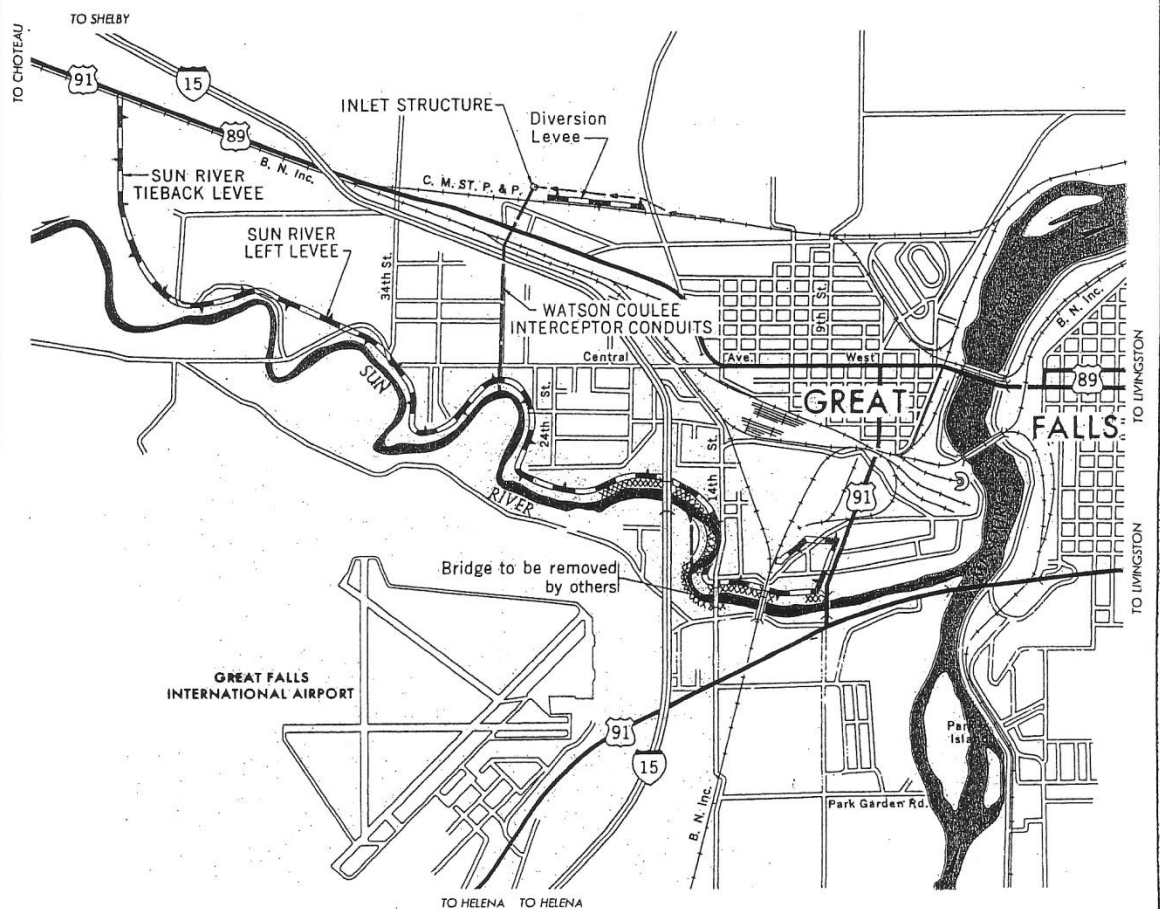
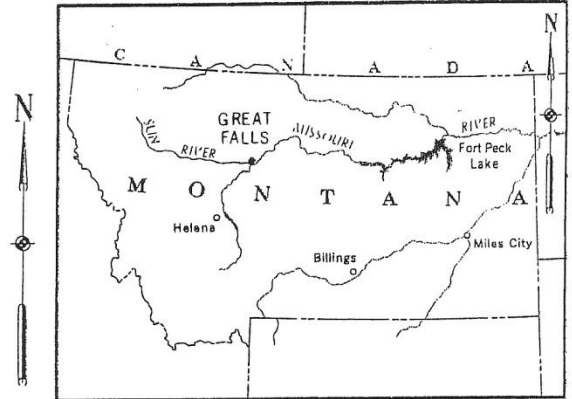
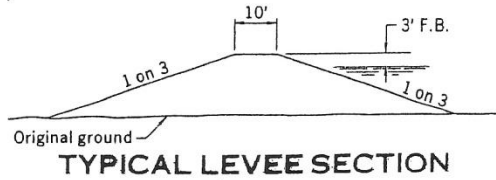
**5.2.1 Conduits.** The joints should be inspected to monitor any differential settlement which might separate the joints between the pipe sections. If the joints separate sufficiently, flows from the Sun River could flow into the protected area.

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

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

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

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



SCALE IN FEET  
2000 0 2000 4000

**LEGEND.**

- Proposed levee this project
- Proposed riprap this project
- Proposed channel this project
- Floodwall

**FLOOD CONTROL PROJECT  
GREAT FALLS  
SUN RIVER, MONTANA**

U. S. ARMY ENGINEER DISTRICT, OMAHA  
CORPS OF ENGINEERS  
OMAHA, NEBRASKA  
30 SEPT, 1981



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## EXHIBIT I - TRAFFIC ANALYSIS

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## **Thaniel Addition Traffic Analysis**

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

Existing Conditions: Although a large parcel would be subdivided and annexed, the location of City services dictates the development begin from the far southeastern edge and then expand to the north and west. The first phases would connect to existing and future local roadways in subdivisions bordering on the east.

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

36<sup>th</sup> Street NE/NW serves as a collector roadway for this area of Great Falls, and has been identified as a potential roadway for traffic calming by the neighborhood.

Future Improvements: Although somewhat distant from the subject development, the far eastern end of 36<sup>th</sup> Avenue NE will be upgraded by the City of Great Falls, including wider travel lanes and an upgraded travel surface. Additional internal roads to serve the development will be planned and constructed as future phases are considered.

Trip Generation: From the ITE Trip Generation Manual (9<sup>th</sup> edition), the average trip generation rate for detached single-family residential units is 9.52 trips per occupied dwelling unit on a weekday, resulting in 837 estimated daily trips from the 88 units.

### Trip Distribution:

Primary access to and from the lots in Phases 1 through 7 will be via 37<sup>th</sup>, 38<sup>th</sup>, 39<sup>th</sup>, 40<sup>th</sup> and 41<sup>st</sup> Avenues. 2<sup>nd</sup> Street NE will be the main north-south access to the area, connecting to 36<sup>th</sup> Avenue NE, Division Road, Skyline Drive and other area outlets to higher-classification roadways.

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

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

Transit and Non-motorized Travel:

Sidewalks will be constructed along each lot frontage at the time of home construction. The parkland is removed from the first phase, but the developer will be required to commit to construction of sidewalks along the park frontage at such time as the adjoining street is constructed.

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

Bike routes are proposed for the area, and City staff will work with the developer to connect the neighborhood to the park as future phases are built.

Conclusion and recommendations:

The existing transportation network and proposed roadway layout is expected to have sufficient capacity to accommodate traffic generated by the Phases 1-7. As full build-out approaches, however, connection to 6<sup>th</sup> Street Northwest will be made, and will likely necessitate improvements to that roadway.

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

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

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

- The City and County should pursue an interagency agreement regarding the maintenance of the road segment adjoining the proposed development.
- The developer agrees to contribute to a region-wide traffic modeling study, and agree to contribute its proportional share to any transportation improvements that come out of the study and that can be attributed to the development. The amount of contribution shall be as agreed upon in the development's Improvements Agreement.
- Future phases must ensure safe connections to and from the park, both for vehicles, pedestrians and bicyclists. When roads are extended past the dedicated park, the developer shall construct streets that meet full city standards, including sidewalks along the park frontage.
- For its half of a projected 100 foot right-of-way necessary for 6<sup>th</sup> St NW, the developer will dedicate 50 feet of right-of-way. Currently, the roadway is a 30-foot easement, either side of the section line.
- All curb cuts connecting to and sidewalks adjacent to City streets must be approved by the City of Great Falls prior to beginning construction.

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## EXHIBIT J - DRAFT IMPROVEMENT AGREEMENT

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## Improvement Agreement for the Thaniel Addition

This is a binding agreement (Agreement) between the City of Great Falls (the City) and \_\_\_\_\_ the owner (the Owner) of the Tyndall Addition (the Development), the preliminary plat of which was approved by the Great Falls City Commission on \_\_\_\_\_, 2015. The City and the Owner are together known as the 'parties' to this agreement.

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

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

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

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

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

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

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

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

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

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

**5. Location.** The Development occupies the area described as \_\_\_\_\_ as it is shown on the preliminary plat approved by the Great Falls City Commission on \_\_\_\_\_, 2015.

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

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

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

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

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

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

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

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

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

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

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

**13. Off-Site Improvements.**

**13.1 Sanitary Sewer.** The City has planned for and will install the lift station and mains required to provide sanitary sewer service to the Development. To support these improvements the Owner will pay the City its proportional share of the actual cost of those improvements, beginning with an initial payment of \$149,565 for the required gravity main that is due and payable within 30 days after the City has accepted a bid on the sanitary sewer improvement, and then phase-by-phase on a per lot basis, with the per lot payments for the lift station and force mains being made before work begins on each phase. The Developer's per lot proportional share will be calculated as follows. The total number of lots that can be served by the lift station and force mains will be determined. The number of lots in the Development will then be divided by that number, yielding the Development's share of the total lots to be served. That share will be multiplied by the total actual cost of the lift station and force mains, yielding the Development's overall share of the cost. That share will then be divided by the number of lots, resulting in the per lot fee.

**13.2 Sanitary Sewer: First Phase.** The Owner may receive City approval of, record a final plat for, and begin work on the first phase of the Development before work on the off-site sanitary sewer improvements being installed by the City is complete. If the Owner chooses to do this, the Owner will pay a per lot sanitary sewer fee of \$793.00, which is based on cost estimates prepared by the Department of Public Works at the time this Agreement was approved. The amount paid will be adjusted to match the actual costs of installing the sanitary sewer improvements at the time the Owner pays for the second phase. Depending on the difference between the estimated and actual costs, this may result in a credit to the Owner or in an additional charge. No certificate of occupancy for any structure in the first phase of the Development shall be issued until the required sanitary sewer improvements are complete.

**13.3 Storm Water Management.** The Owner understands and agrees that the storm water management facilities needed to detain and treat runoff from the Development are not currently in place, and that the



City cannot lawfully approve the Development without a plan for the design, financing, and construction of the necessary facilities.

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

13.3.2 The Owner and the City anticipate that runoff from this Development will be conveyed to off-site 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. The Owner will pay its proportional share of the costs of preparing a plan for designing and building those facilities in full accord with the general design criteria adopted in the **Public Works Department Storm Drainage Design Manual for Great Falls, MT, May 2011**. The Owner is aware that the Development may fall into more than one drainage basin and that separate storm water management plans and facilities may be required for each drainage basin. The Owner's proportional share of the cost of the required storm water management plan/s and facilities will be based on its share of the acreage currently proposed for development within the service area of those facilities which is the total acreage of the proposed Thaniel and Westridge, Phases VII-IX Additions.

13.3.3 The Owner may be eligible for reimbursement of a portion of the costs of the facilities required by 13.3.2, above, when development of other properties served by the required storm water management plan/s and facilities is permitted by the City, as provided in Section 18 of this Agreement.

**13.4 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/s required by 12.3, above, are complete. If the Owner chooses to do this, the Owner may be required to install temporary storm water management facilities, as required by 13.3.1, above, and will pay a per lot storm water management fee of \$           . The amount paid will be adjusted to match the actual costs of installing the storm water management facilities 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.

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

13.6.1 build the full section of that segment of 43<sup>rd</sup> Avenue NW that is included in the Development to a collector standard rather than as a local street, with the understanding that reimbursement will be due from the property owners on the north side of that street, as provided by Section 18 of this Agreement;

13.6.2 pay its proportional share, 70%, of the costs of a study of the impacts of the traffic the Development and the proposed and prospective development of neighboring properties will generate, with that study being completed before final construction plans and a final plat for the second phase of the Development is accepted by the City.

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

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

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

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

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

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

**15. Warranty of On-Site Improvements.** The Owner is responsible for the repair or replacement of any faults in the materials or workmanship of the required on-site improvements for a period of two years from the date those improvements are accepted for maintenance by the City. This warranty will be enforced by the City retaining 10% of the security required by Section 14 of this Agreement for the two-year warranty period. That sum will be released at the end of two years unless the parties are involved in a dispute about the condition, repair, or replacement of any of the required improvements, in which case the funds will be held by the City until that dispute is resolved. The release of warranty funds shall follow the procedure established in Section 14.2 of this Agreement for the release of securities.

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

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

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

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

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

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

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

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

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

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

**17.6 Substantial Change.** Substantial changes are not permitted by this Agreement. A new public review and permitting process will be required for such changes. 'Substantial Change' is defined here, however, in order to further clarify what may be permitted as a 'minor change.' A substantial change adds one or more lots; changes the approved use; changes the location or extent of the area proposed to be cleared, graded, or otherwise disturbed by more than 4,000 square feet (a smaller change in the area that will be cleared, graded, or otherwise disturbed may be treated as a minor dimensional change); changes the location, extent, or design of any required public improvement, except where a minor change is approved by the Director of Public Works and the Administrator; or changes the approved number of buildings, structures or units; or the size of any building or structure by more than 10%. A smaller change in the size of a lot, building, or structure may be treated as a minor dimensional change.

**18. Reimbursements.** The parties recognize that some improvements required by Section 13 of this Agreement will result in substantial benefit to other landowners, specifically to the owners of land that will be made more

accessible by the construction of 43<sup>rd</sup> Avenue NW and any improvement of 6<sup>th</sup> Street NW that may be required, and to landowners who benefit from the required storm water management plan and facilities.

**18.1 Beneficiary Parcels: Streets.** The beneficiary parcels from which reimbursements for the costs of the required traffic impact study, and street design and construction may be required are mapped in Exhibit I.

**18.2 Beneficiary Parcels: Storm Water.** The beneficiary parcels from which reimbursements for the costs of the required storm water management plan and facilities may be required are mapped in Exhibit II.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**22. Interim Land Use.** The current agricultural use may continue on those portions of the Development that are not being actively developed. This includes the dedicated park land, which will be available to and maintained by the Owner as provided by Section 23-25 of this Agreement, until the City begins development of the park and associated storm water management facilities.

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

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

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

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

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

**SIGNATURE BLOCK WITH NOTARIZATIONS WILL BE ADDED TO THE FINAL**

## Appendix I - Contents of Amendments

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

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

**Required Public Improvements: Phase ?.** Required on-site improvements are installed by the Owner at the Owner's expense, and owned and maintained by the City after the warranty period required by Section 14 of this Agreement expires. The on-site improvements that are required for compliance with the OCCGF and the conditions of approval imposed on Phase ? of the Development are shown on the final construction plans that are incorporated into this Agreement in the section above, and summarized in Table 1. All required on-site improvements plans must be in place, inspected for compliance with the approved final construction plans, the conditions of approval, and the OCCGF; and accepted for City maintenance before a certificate of occupancy for any structure in Phase ? of the Development is issued and the security required by Section 13 of this agreement is released. The Administrator may issue a conditional certificate of occupancy where the only remaining required on-site improvement is landscaping that cannot successfully be installed at the time of year when a certificate of occupancy is requested.

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

**Table 1 – Required Public Improvements Summary: Phase ?**

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

Off-Site Improvements	Quantity	Unit	Unit Cost	Total

**Table 2 – Reimbursements Due from (Beneficiary Property)**

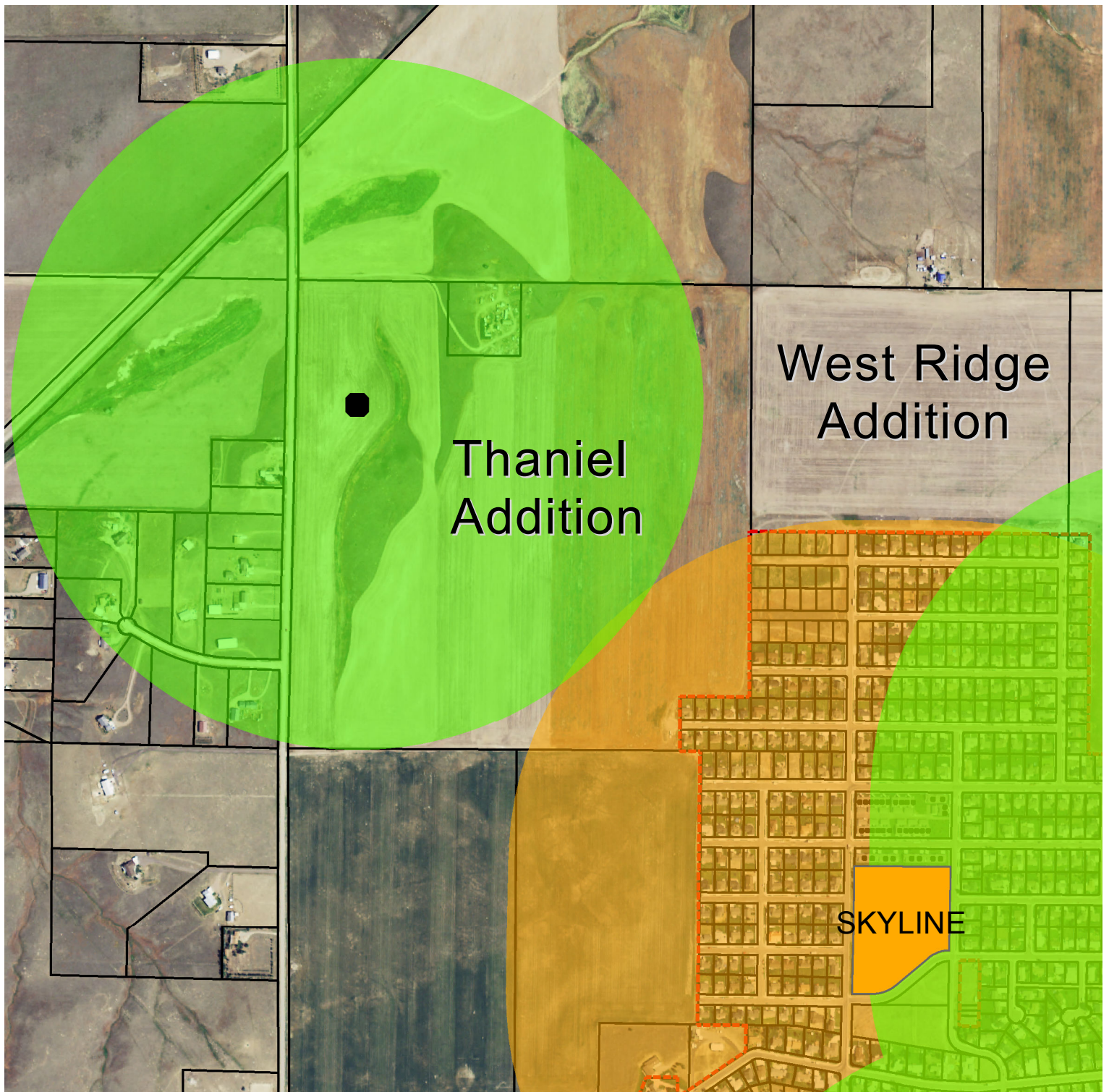
See 18, below re reconciliation with actual amounts expended.

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

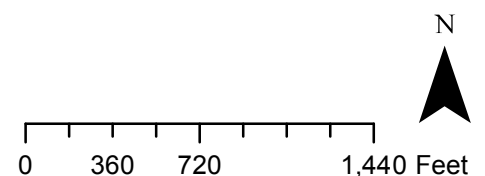
DRAFT



# Proposed Thaniel Addition Park 3/8 Mile Buffer

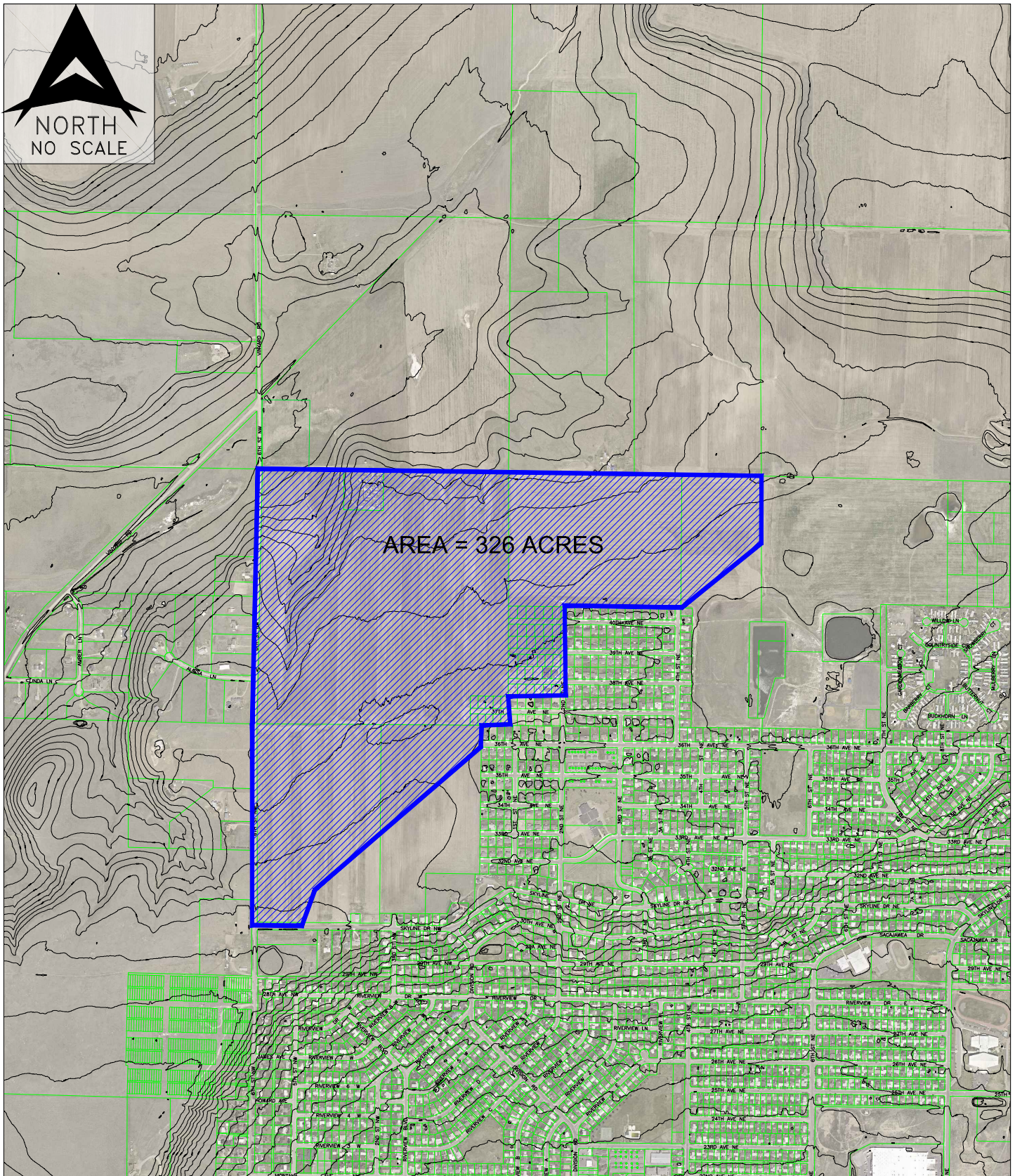


- Thaniel Addition Park Centerpoint
- 3/8 Mile Thaniel Addition Park Centerpoint Buffer
- Schools with Playstructure
- 3/8 Mile Buffer
- 3/8 Mile Buffer
- City Limits
- Parcels





# NW GREAT FALLS STORM DRAINAGE BASIN FOR TYNDALL, THAINEL & WEST RIDGE ADDITIONS MASTER PLAN AREA





# NW GREAT FALLS WASTEWATER LIFT STATION POTENTIAL SERVICE AREA

