



**Planning Advisory Board/Zoning Commission
July 26, 2022 Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
3:00 PM**

In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), the City of Great Falls and Planning Advisory Board/Zoning Commission are making every effort to meet the requirements of open meeting laws:

- The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.
- Public participation is welcome in the following ways:
 - Attend in person. Please refrain from attending in person if you are not feeling well.
 - Provide public comments via email. Comments may be sent via email before 12:00 PM on Tuesday, June 28, 2022, to: jnygard@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the Planning Advisory Board/Zoning Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

OPENING MEETING

1. Call to Order - 3:00 P.M.
2. Role Call - Board Introductions

Dave Bertelsen - Chair

Tory Mills - Vice Chair

Lindsey Bullock

Kelly Buschmeyer

Pat Green

Samantha Kaupish

Chuck Pankratz

3. Recognition of Staff
4. Approval of Meeting Minutes - June 28, 2022

BOARD ACTIONS REQUIRING PUBLIC HEARING

5. Public Hearing – Annexation of Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana; and, Establishing the City zoning classification of R-2 Single-family Medium Density

BOARD ACTIONS NOT REQUIRING PUBLIC HEARING

COMMUNICATIONS

PUBLIC COMMENT

Public Comment on any matter and that is within the jurisdiction of the Planning Advisory Board/Zoning Commission. Please keep your remarks to a maximum of five (5) minutes. Speak into the microphone, and state your name and address for the record.

ADJOURNMENT

(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.)

Assistive listening devices are available for the hard of hearing, please arrive a few minutes early for set up, or contact the City Clerk's Office in advance at 455-8451. Wi-Fi is available during the meetings for viewing of the online meeting documents.

Planning Advisory Board/Zoning Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. Meetings are re-aired on cable channel 190 the following Thursday at 7 p.m.

MINUTES OF THE MEETING
GREAT FALLS PLANNING ADVISORY BOARD/ZONING COMMISSION
June 28, 2022

CALL TO ORDER

The regular meeting of the Great Falls Planning Advisory Board/Zoning Commission was called to order by Chair Dave Bertelsen at 3:00 p.m. in the Commission Chambers at the Civic Center

ROLL CALL & ATTENDANCE

UPDATES CONCERNING PROCESS OF MEETINGS

In order to honor the Right of Participation and the Right to Know (Article II, Sections 8 and 9 of the Montana Constitution), the City of Great Falls and Planning Advisory Board/Zoning Commission are making every effort to meet the requirements of open meeting laws:

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Planning Board Members present:

Dave Bertelsen, Chair

Tory Mills, Vice Chair

Kelly Buschmeyer

Pat Green

Samantha Kaupish

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Planning Board Members absent:

Lindsey Bullock

Chuck Pankratz

Planning Staff Members present:

Craig Raymond, Director Planning and Community Development at 3:05 P.M.

Tom Micuda, Deputy Director Planning and Community Development

Other Staff present:

David Dennis, Deputy City Attorney

Lisa Kunz, City Clerk

Mr. Micuda affirmed a quorum of the Board was present.

MINUTES

Chair Dave Bertelsen asked if there were any comments or corrections to the minutes of the meeting held on June 14, 2022. Seeing none, the minutes were approved.

COMMISSION ACTIONS NOT REQUIRING A PUBLIC HEARING

Request to amend the Downtown Urban Renewal Plan (DURP)

Tom Micuda, Deputy Director of Planning and Community Development, presented to the Commission. He stated that the amendment is a request from the City of Great Falls. The DURP was created in 2012 to guide redevelopment investments in the Downtown TIF District. The Urban Renewal Plan governs decisions. The DURP was amended in 2020 to provide policy guidance for the Civic Center façade project.

Mr. Micuda stated that the City Public Works Department is bringing forward two storm water projects in the downtown area.

1. Project #1 – Alley drainage project behind Hotel Arvon and Celtic Cowboy. Mr. Micuda presented some photos and a TIF District Map and stated that staff was contacted by one of the businesses in regards to safety with ice buildup in the alley. The City is going to create storm drain inlets in the alley with a piping system to get the water through the alley and into 2nd Street. He stated that the total project cost will be \$98,225.00. The construction period will be in the fall of 2022 and the Downtown TIF funding request will be for \$90,225.00 in one lump sum.
2. Project #2 – Larger project to expand capacity of the downtown storm water network. Mr. Micuda presented photos of street flooding in the downtown area. He also presented a map of the phases of the project. The project would begin in 2022 and be done in phases throughout the next 5 years, so that only one area will be affected at a time. The total project cost will be \$6,322,200.00 and the construction period will be from 2022-2027. The other project funds that will be used are ARPA funds and the City storm drain funds for approximately \$3.8 million and Downtown TIF funding request for \$2.5 million or \$500,000.00 per year.

Mr. Micuda stated that in order to receive funding, requests must be eligible according to State Law as well as the local TIF Plan. Infrastructure investments are clearly eligible according to State Law. Some infrastructure investments are called out in the DURP such as streetscaping investments, ADA accommodations for sidewalks, and conversion of downtown one-way streets. He stated that the DURP is silent on more general investments in storm drainage, sewer, water, and street/alley improvements. Mr. Micuda presented an outline of the DURP Amendment.

8. Improve transportation and utility infrastructure in the Downtown.

- a. Upgrade the capacity of the City's existing storm water infrastructure network to address flooding and the impact of large storm events
- b. Maintain and upgrade, when necessary, the City's water and wastewater utility network.
- c. Identify deficiencies in the condition and functionality of the Downtown street and alley network, and undertake improvements to address those deficiencies.

Mr. Micuda stated the Planning Advisory Board is required to provide the City Commission with a recommendation on whether the amended DURP language is consistent with the City's 2013 Growth Policy.

- Eco3.7.3 – Manage the City's Tax Increment Finance Districts (TIFs) toward the creation of long-term improvements, with special emphasis on applying funds to capture, retain, and reinvest dollars within the designated TIF boundaries.
- Eco3.7.10 – Invest, spend and manage public dollars in a fiscally prudent manner.

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- Phy4.3.2 – Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

Mr. Micuda stated that Staff recommends that the amended DURP is consistent with the 2013 Growth Policy.

BOARD DISCUSSION AND ACTION

Mr. Bertelsen asked if the City was competing for the TIF funds. Mr. Micuda responded no and that there is one pot of money in the Urban Renewal District. Staff receives applications from the City as well as other applications within the district.

Ms. Kaupish asked why the Agenda Item presented was being called out first before the items listed by Mr. Micuda. Mr. Micuda stated that when the Urban Renewal Plan was created in 2012, there was a list of 87 implementation items. There was not a prioritization of the items, so there are not any rankings of the items listed. The DURP is over ten years old, so staff might need to take a look at a comprehensive refresh for it.

Mr. Bertelsen asked out of the original 87 items in the Plan, how many have been completed. Mr. Micuda responded that there has been about 25-30% of the list completed.

Mr. Green asked about the water that is gathering on the streets and where it is being moved to. Mr. Micuda responded that more inlets are being placed and pipe capacity is being upgraded to the Missouri River. Mr. Green also asked if anything was being taken into account for ecology. Mr. Micuda responded that the City is required through an MS4 program for water quality.

MOTION: In accordance with Montana Code Annotated §7-15-4213, move that the Planning Advisory Board recommend to the City Commission that the proposed amendment to the Great Falls Downtown Urban Renewal Plan, as described in the Staff Report is in conformance with the 2013 Growth Policy.

Made by: Mr. Green

Second: Ms. Mills

VOTE: All in favor, the motion carried 5-0

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COMMUNICATIONS

Mr. Raymond stated that the First United Methodist Church did withdraw their Conditional Use Permit application that was presented at the June 14, 2022 meeting and they are going to amend their application and resubmit, so it will come back to the Planning Board before it goes to the City Commission.

PUBLIC COMMENTS

None.

ADJOURNMENT

There being no further business, Chair Bertelsen adjourned the meeting at 3:28 p.m.

CHAIRMAN

SECRETARY



Meeting Date: July 26, 2022

**CITY OF GREAT FALLS
PLANNING ADVISORY BOARD / ZONING COMMISSION AGENDA REPORT**

Item: Public Hearing – Annexation of Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana; and, Establishing the City zoning classification of R-2 Single-family Medium Density

Initiated By: Timothy and Deborah Murphy, Celia and Alexander Blewett IV, and Tom and Debra Lewis

Presented By: Lonnie Hill, Planner II, Planning and Community Development

Action Requested: Recommendation to the City Commission

Public Hearing:

1. Chairman of the Board conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
2. Chairman of the Board closes public hearing and asks the will of the Board.

Suggested Motion:

Board Member moves:

- I. “I move that the Planning Advisory Board recommend the City Commission (approve/deny) the annexation of the properties legally described as Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants.”

Chairman calls for a second, board discussion, and calls for the vote.

And;

- I. “I move that the Zoning Commission recommend the City Commission (approve/deny) the establishment of R-2 Single-family Medium Density zoning for Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition and the accompanying Findings of Fact, subject to the Conditions of Approval being fulfilled by the applicants.”

Chairman calls for a second, commission discussion, and calls for the vote.

Summary: The owners of the properties legally described above and addressed as 2917, 2903, and 2715 Park Garden Lane submitted applications in December 2021 to annex their properties into the City for the purpose of connecting to City water and sewer utilities. A group of residents along Park Garden Lane approached City staff to discuss annexation after utilities were extended along Park Garden Lane as part of the Foxwood Estates project. City staff met with property owners to explain the process and costs associated with annexation. Their intent was to connect to water and sewer utilities before Park Garden Lane was paved to prevent disturbing the newly paved asphalt roadway. The applicants were permitted to connect to water and sewer utilities prior to the completion of annexation with the understanding that if for any reason the annexation does not get completed, the property owners will be required to disconnect from the City's water and the sewer mains. Acknowledgement letters were provided to each applicant to sign and return to Public Works for their records. A template of this letter is provided as an attachment to this agenda report.

Public Notice for the Planning Advisory Board/Zoning Commission Public Hearing was published in the *Great Falls Tribune* on July 10, 2022, a notice was sent in the mail to neighbors within 150 feet, and a sign was placed on the premises of the subject properties.

Background:

Annexation Request:

The annexation request is for three properties; Lot 4A, owned by Timothy and Deborah Murphy, which consists of approximately 3.507 acres, Lot 5A, owned by Alexander IV and Celia Blewett, which consists of approximately 2.132 acres, and Lot 8, owned by Tom and Debra Lewis, which consists of approximately 1.85 acres. All are contiguous to the existing City limits on the west side via the Park Garden Lane right-of-way, which was annexed into the City as part of Foxwood Estates in 2018. As described above, water and sewer mains were extended to the subject properties as part of that project. The applicants have already connected to the public water and sewer mains for service to each residence.

The basis for decision for an annexation by petition request is listed in OCCGF § 17.16.7.050. The recommendation of the Planning Advisory Board and the decision of the City Commission shall at a minimum consider the criteria, which are attached as *Findings of Fact/Basis of Decision – Annexation by Petition*. In summary, the requested annexation is supported by City staff because the applicants for annexation now have the ability to be served by City water, sewer, and a newly paved street – just like adjoining properties that are already within City limits.

Establishment of Zoning:

The subject properties are being proposed for R-2 Single-family Medium Density zoning. The R-2 zoning district aligns with the existing use of a single-family residence upon each property. Although the lots are larger than typical for the proposed zoning district, R-2 was chosen because it best fits the same zoning designation for surrounding residential areas within the City limits. Existing non-conformities for each subject property have been identified within the attached Annexation Agreements and will be allowed to continue when the properties are annexed into the City. Moving forward, use of land on the subject properties shall be consistent with OCCGF § Title 17 Chapter 64, *Nonconformities*.

The basis for decision on zoning map amendments is listed in Official Code of the City of Great Falls (OCCGF) §17.16.40.030 of the Land Development Code. The recommendation of the Zoning Commission and the decision of City Commission shall at a minimum consider the criteria, which are attached as *Findings of Fact/Basis of Decision – Zoning Map Amendment*.

Neighborhood Council Input: The subject properties are located adjacent to Neighborhood Council #1. The project was presented to the Council at their regularly scheduled meeting on December 14, 2021. The Council voted to support the request unanimously.

Concurrences: Representatives from the City’s Public Works and Legal Departments have been involved throughout the review and approval process for this project. Both Engineering and Environmental Divisions of Public Works and the Legal Department have collaborated on the submitted Annexation Agreements.

Fiscal Impact: Water and Sewer service will be provided by the City, and the cost of the connection improvements were already borne by the applicant per the agreed upon terms of the attached Annexation Agreement and Utilities Acknowledgement Letter. The annexation will add 3 lots within the city, which will increase the City’s tax base and increase revenue.

Staff Recommendation: Staff recommends approval of the annexation of Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, and assignment of R-2 zoning with the following conditions.

Conditions of Approval for Annexation and Establishment of Zoning:

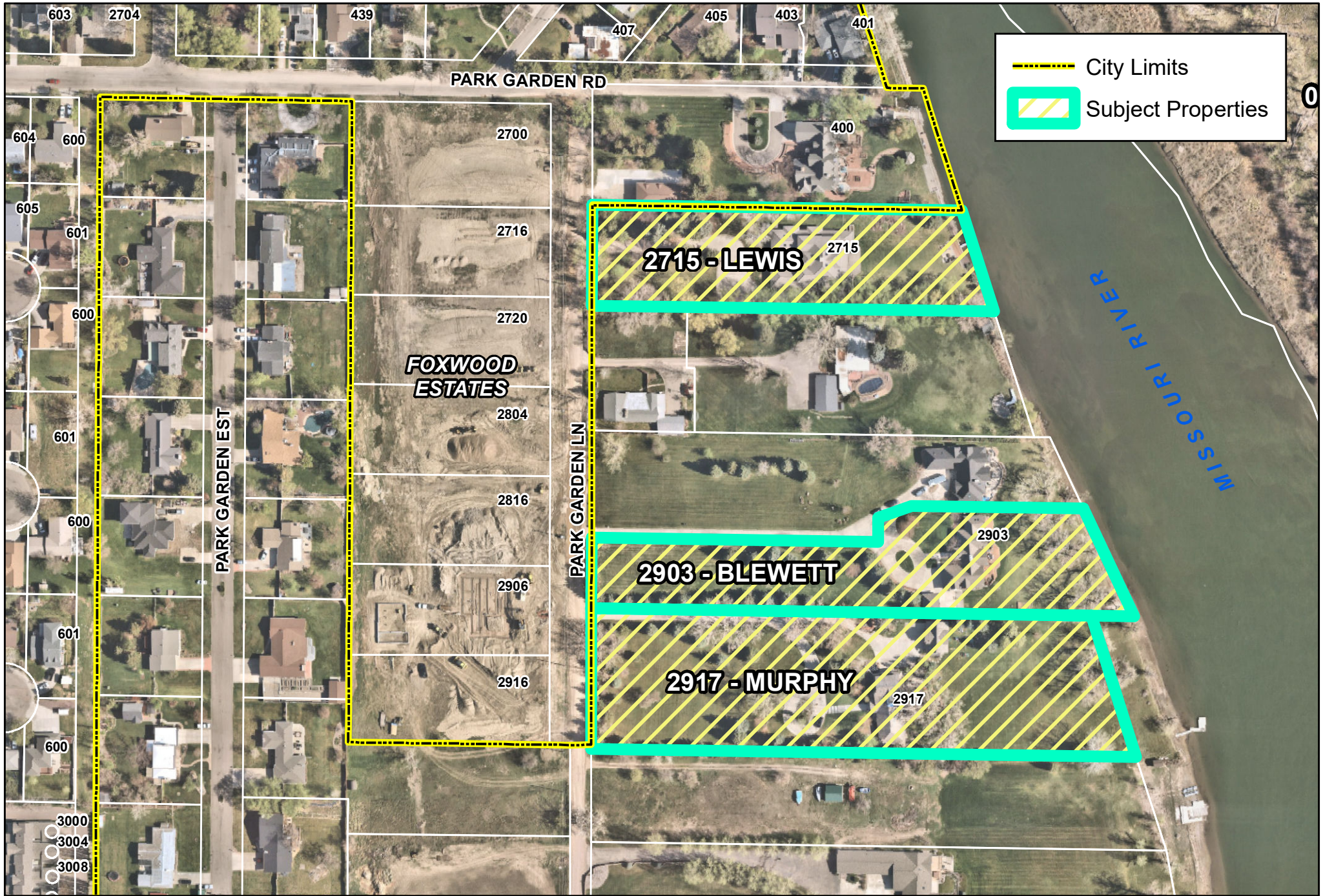
1. **General Code Compliance.** Any future development of the properties shall be consistent with the conditions in this report, and all codes and ordinances of the City of Great Falls, the State of Montana, and all other applicable regulatory agencies.
2. **Annexation Agreement.** The applicants shall abide by the terms and conditions as well as pay all fees specified in the attached Annexation Agreements for the subject properties. The Annexation Agreements must be signed by the applicant and recorded at the Cascade County Clerk and Recorder.
3. **Land Use & Zoning.** Development of the properties shall be consistent with the allowed uses and specific development standards of the R-2 Single-family Medium Density zoning district.

Alternatives: The Planning Advisory Board/Zoning Commission could recommend denial of the annexation and zoning map amendment request. For these actions, the Planning Advisory Board/Zoning Commission must provide separate Findings of Fact/Basis of Decision for denial of the annexation and establishment of zoning.

Attachments/Exhibits:

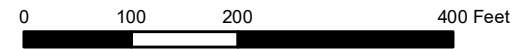
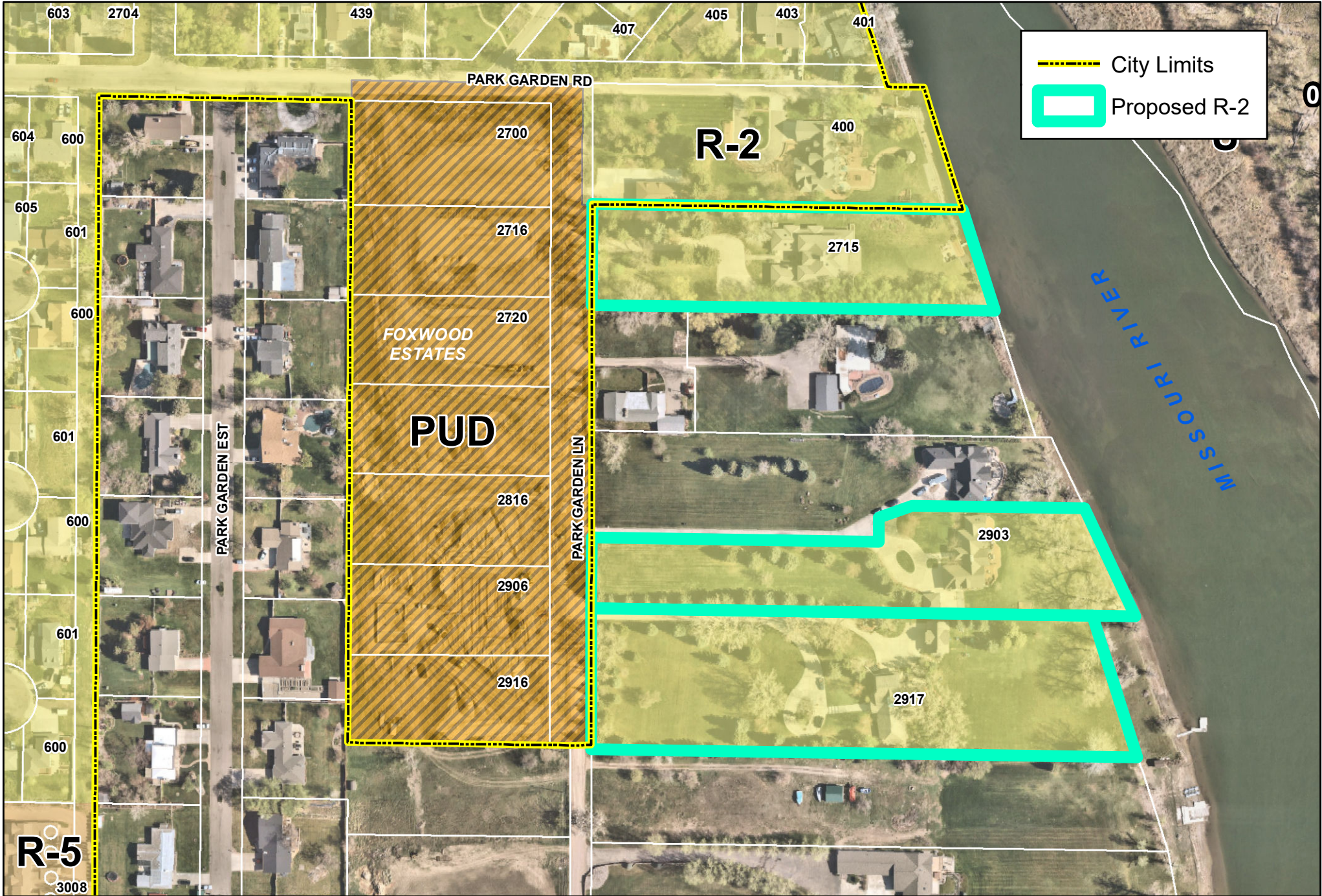
- Aerial Map
- Zoning Map
- Findings Of Fact/Basis of Decision – Annexation
- Findings Of Fact/Basis of Decision – Zoning Map Amendment
- Allowable Uses by District for R-2
- Lot Area and Dimensional Standards for R-2
- Draft Annexation Agreement for Lot 8
- Draft Annexation Agreement for Lot 5A
- Draft Annexation Agreement for Lot 4A

Aerial Map



Date: 7/18/2022

Zoning Map



Date: 7/18/2022



FINDINGS OF FACT/BASIS OF DECISION – ANNEXATION

Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

The basis for decision on annexation is listed in the Official Code of the City of Great Falls § 17.16.7.050 of the Land Development Code. The recommendation of the Planning Advisory Board and the decision of the City Commission shall at a minimum consider the following criteria:

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

The subject properties are contiguous to the existing City limits via the previously annexed right-of-way of Park Garden Lane, which was annexed as part of Foxwood Estates to the west.

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

The proposed annexation is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. This project is supported by the following Social and Physical portions of the Growth Policy:

- Social Policy 1.4.12 – When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.
- Physical Policy 4.3.2 – Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

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

The subject properties are located adjacent to Neighborhood Council #1. There is no adopted neighborhood plan for Neighborhood Council #1, nor any other Council within the City. Neighborhood Council #1 discussed the project at their December 14, 2021 meeting. The Council voted unanimously to support the request.

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

The subject properties are not located within any adopted plan or sub-area planning areas. The proposed annexation consists of existing residential homes and will not generate any additional traffic to the surrounding area.

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

The City is currently providing water and sewer service to the subject properties per a previous agreement in which the applicants were permitted to connect to these utilities prior to the completion of annexation with the understanding that if for any reason the annexation does not get completed the property owner will be required to disconnect from the City's water and

the sewer main at that time. Acknowledgement letters were provided to each applicant to sign and return to Public Works for their records.

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

The adjoining right-of-way of Park Garden Lane was previously annexed and improved to City standards. The subject properties were previously developed within Cascade County zoning regulations. Existing non-conformities for each subject property have been identified within the attached Annexation Agreements and will be allowed to continue when annexed into the City. Moving forward, the subject properties shall be consistent with OCCGF § Title 17 Chapter 64, Nonconformities.

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

Annexation agreements for the subject properties have been drafted and attached to the Agenda Report. These agreements outline the responsibilities and costs for various improvements, and addresses the creation of any special improvement districts.

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

Lot 4A was platted as part of Amended Plat of Lots 4, 5, 6 of Park Garden Tracts, Lot 5A was platted as part of Amended Plat of Lots 5A, and 6A of Park Garden Tracts, and Lot 8 was platted as part of Amended Plat of Lots 8 and 9 of Park Garden Tracts. All of which are officially recorded with the Cascade County Clerk and Recorder.

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

Water and sewer mains were extended to the subject properties as part of the Foxwood Estates project. The subject properties have connected to these mains for City water and sewer service.

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

The subject properties are not located in an area the City Commission has designated as unsuitable for annexation. The subject properties are located partly or wholly within the Special Flood Hazard Area as identified by the Federal Emergency Management Agency (FEMA) flood maps. Development, new construction, alteration or substantial improvement may not commence without full compliance with the provisions of OCCGF Title 17, Chapter 56 – Floodplain Overlay Districts.

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

The subject properties are not located in another city or town.

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

The subject properties are not used for the uses listed above. The properties surrounding the subject properties to the north, west, and south are existing residences with the Missouri River to the east.

FINDINGS OF FACT – ZONING MAP AMENDMENT

Lot 4A, Lot 5A, and Lot 8 of Park Garden Tracts Addition, located in the N ½ of Section 23, T20N, R3E, P.M.M., Cascade County, Montana.

PRIMARY REVIEW CRITERIA:

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

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

The proposal to annex and establish R-2 Single-family medium density zoning is consistent with the overall intent and purpose of the 2013 City Growth Policy Update. The proposed zoning map amendment specifically supports the following goals and policies:

- Social Policy 1.4.12 – When annexing land for residential development, consider the timing, phasing and connectivity of housing and infrastructure development.
- Physical Policy 4.2.5 – Promote orderly development and the rational extension of infrastructure and City services.
- Physical Policy 4.3.2 – Plan for the provision of appropriate infrastructure improvements, where needed, to support development.

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

The subject properties are located adjacent to Neighborhood Council #1. There is no adopted neighborhood plan for Neighborhood Council #1, or any other Council within the City. Neighborhood Council #1 discussed the project at their December 14, 2021 meeting. The Council voted unanimously to support the request.

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

The subject properties are not located within any adopted plan or sub-area planning areas. The annexation request consists of existing residential homes and will not generate any additional traffic.

4. The code with the amendment is internally consistent.

The proposed establishment of R-2 Single-family Medium Density zoning is not in conflict with any portion of the existing City Code and will be consistent with the adjacent existing zoning. The existing single-family homes fit in with the context of the neighborhood based on the surrounding single-family homes adjacent to the property. The proposal will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish and impair property values in the neighborhood, as the subject properties are existing residential properties.

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

There are no existing public health, safety, or welfare issues that have been identified for the subject properties. The zoning assignment will have no impact on these issues.

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

The City has the financial and staffing capability to administer and enforce the amendment if it is approved. The use of the subject properties conforms to the proposed zoning, and no public infrastructure needs to be provided to support the new zoning designation on the property.

Exhibit 20-1. Principal Uses by District

Use	R-2	Special Standards
Agriculture, horticulture, nursery	-	17.20.6.005
Mobile home/park	-	17.20.6.010
Residence, single-family detached	P	
Residence, zero lot line	-	17.20.6.020
Residence, two-family	C	
Residence, multi-family	-	17.20.6.040
Residence, townhouse	C	17.20.6.050
Residence, manufactured/factory-built	P	17.20.6.060
Retirement home	C	
Community residential facility, type I	P	
Community residential facility, type II	C	
Day care center	C	
Emergency shelter	-	
Family day care home	P	
Group day care home	P	
Nursing home	-	
Campground	-	17.20.6.070
Hotel/motel	-	
Micro-brewery	-	
Restaurant	-	

Tavern	-	17.20.6.080
Agriculture sales	-	
Auction sales	-	
Construction materials sales	-	
Convenience sales	-	
General sales	-	
Manufactured housing sales	-	
Off-site liquor sales	-	
Secondhand sales	-	
Shopping center	-	
Administrative services	-	
Commercial kennel	-	17.20.6.090
Financial services	-	
Funeral home	-	
General services	-	
Professional services	-	
Sexually-oriented business	-	17.20.6.100
Veterinary clinic, large animal	-	
Veterinary clinic, small animal	-	17.20.6.110
Large equipment rental	-	
Small equipment rental	-	
General repair	-	
Vehicle fuel sales	-	

Vehicle repair	-	17.20.6.120
Vehicle sales and rental	-	
Vehicle services	-	
Agricultural commodity storage facility	-	
Climate controlled indoor storage	-	
Fuel tank farm	-	
Mini-storage facility	-	17.20.6.130
Freight terminal	-	
Warehouse	-	
Casino, type I	-	17.20.6.140
Casino, type II	-	17.20.6.150
Indoor entertainment	-	
Indoor sports and recreation	-	
Golf course/driving range	C	
Miniature golf	-	
Outdoor entertainment	-	
Park	P	
Recreational trail	P	
Administrative governmental center	-	
Animal shelter	-	17.20.6.160
Cemetery	C	17.20.6.170
Civic use facility	C	
Community center	C	

Community cultural facility	C	
Community garden	P	17.20.6.175
Public safety facility	C	
Worship facility	C	17.20.6.180
Health care clinic	-	
Health care facility	-	
Health care sales and services	-	
Commercial education facility	-	
Educational facility (K–12)	C	17.20.6.200
Educational facility (higher education)	-	
Instructional facility	-	
Composting facility	-	17.20.6.210
Recycling center	-	17.20.6.220
Solid waste transfer station	-	17.20.6.230
Amateur radio station	P	17.20.6.240
Telecommunication facility		17.20.6.250
Concealed facility	C	
Unconcealed facility	-	
Co-located facility	-	
Utility installation	C	
Airport	-	
Bus transit terminal	-	
Heli-pad	-	17.20.6.260

Parking lot, principal use	-	
Parking structure	-	
Railroad yard	-	
Taxi cab dispatch terminal	-	
Contractor yard, type I	-	17.20.6.270
Contractor yard, type II	-	17.20.6.280
Artisan shop	-	
Industrial, heavy	-	
Industrial, light	-	
Industrial park	-	
Junkyard	-	17.20.6.290
Light manufacturing and assembly	-	17.20.6.300
Motor vehicle graveyard	-	17.20.6.310
Motor vehicle wrecking facility	-	17.20.6.320

- The use is not permitted in the district

C The use is allowed through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 6 of this chapter, as appropriate

(Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3068, § 2, 4-5-2011; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012; Ord. 3166, 2017)

Exhibit 20-2. Accessory uses by district

Use	R-2	Special Standards
Accessory living space	P	17.20.7.010
Agriculture, livestock	-	17.20.7.080
ATM, exterior	-	17.20.7.020
Bed and breakfast	C	17.20.7.030
Fences	P	17.20.7.040
Gaming, accessory	-	17.20.7.050
Garage, private	P	17.20.7.060
Home occupation	P	17.20.7.070
Private stable/barn	-	17.20.7.080
Residence, accessory	-	17.20.7.085
Roadside farmer's market	-	17.20.7.090
Storage containers	-	17.20.7.100
Wind-powered electricity systems	P	17.20.7.110

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 7 of this chapter, as appropriate

(Ord. No. 3034, § 1, 7-21-2009; Ord. No. 3056, § 1, 8-17-2010; Ord. No. 3087, § 1(Exh. A), 6-19-2012, eff. 7-19-2012)

Exhibit 20-3. Temporary uses by district (see 17.20.8.010 for Special Standards)

Use	R-2	Special Standards
Garage sales	P	17.20.8.015
Itinerant outdoor sales	-	17.20.8.020
On-site construction office	P	17.20.8.030
On-site real estate sales office	P	17.20.8.040
Outdoor entertainment, temporary	-	
Sidewalk café	-	17.20.8.050
Sidewalk food vendor	-	17.20.8.060

- The use is not permitted in the district

C The use is allowed in the district through the conditional use process

P The use is permitted in the district by right, consistent with the development standards contained in Article 8 of this chapter, as appropriate

**Exhibit 20-4. Development standards for residential zoning districts
(see footnotes [4], [5] & [7] for general standards)**

Standard	R-1	R-2	R-3	R-5	R-6	R-9	R-10
Residential density	-	-	-	1,875 sq. feet of lot area per dwelling unit	500 sq. feet of lot area per dwelling unit	1,200 sq. feet of lot area per dwelling unit	10 dwelling units per acre
Minimum lot size for newly created lots	15,000 sq. feet	11,000 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	7,500 sq. feet	n/a
Minimum lot width for newly created lots	90 feet	80 feet	60 feet	50 feet	50 feet	50 feet	n/a
Lot proportion for newly created lots (maximum depth to width)	3:1	3:1	2.5:1	2.5:1	2.5:1	2.5:1	n/a
Maximum building height of principal building	35 feet	35 feet	35 feet	45 feet	65 feet	35 feet, single-family 50 feet, multi-family	12 feet to exterior wall
Maximum building height of detached private garage [1]	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	24 feet, but may not be higher than the uppermost elevation of the principal building	16 feet

Maximum building height of other accessory buildings	12 feet	12 feet	12 feet	12 feet	12 feet	12 feet	12 feet
Minimum front yard setback [2]	30 feet	20 feet	20 feet	10 feet	15 feet	10 feet	n/a
Minimum side yard setback [3]	Principal building: 15 feet each side; accessory building: 2 feet each side provided the front of the building is at least 50 feet from the front lot line	Principal building: 8 feet each side; accessory building: 2 feet each side provided the front of the building is at least 40 feet from the front lot line	Principal building: 6 feet each side; accessory building: 2 feet provided the front of the building is at least 40 feet from the front lot line	4 feet; 8 feet if adjoining a R-1, R-2, R-3 district	5 feet; 10 feet if adjoining a R-1, R-2, R-3 district	Principal building: 6 feet each side; accessory building: 2 feet each side provided the front of the building is at least 40 feet from the front lot line	n/a
Minimum rear yard setback [7]	20 feet for lots less than 150 feet in depth; 25 feet for lots 150 feet in depth and over	15 feet for lots less than 150 feet in depth; 20 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	15 feet	10 feet for lots less than 150 feet in depth; 15 feet for lots 150 feet in depth and over	n/a
Maximum lot coverage of principal and accessory buildings	Corner lot: 40% Other types: 30%	Corner lot: 45% Other types: 35%	Corner lot: 55% Other types: 50%	Corner lot: 60% Other types: 50%	Corner lot: 70% Other types: 60%	Corner lot: 70% Other types: 60%	none

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

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

(Ord. 2950, 2007)

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

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

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

[6] For townhouses, see Section 17.20.6.050 for additional and superseding requirements.

(Ord. 2950, 2007)

[7] Permitted accessory structures and buildings shall have a minimum rear setback of 2 feet in all residential zoning districts.

(Ord. 2950, 2007)

ANNEXATION AGREEMENT
TRACT OF LAND LEGALLY DESCRIBED AS LOT 4A OF PARK GARDEN TRACTS, LOCATED IN
SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.

The following is a binding Agreement dated this _____ day of _____, 2022, between Timothy Murphy and Deborah Murphy, hereinafter referred to as “Owners”, and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City”, regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described as Lot 4A of Park Garden Tracts, Section 23, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property”. Owners of the aforementioned Subject Property agree to, and are bound by, the provisions of this Agreement, and by signing this Agreement, therefore agree to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owners, as required by the City's approval of the supporting documents. Generally, this Agreement:

1.1 Declares that the Owners are aware of and have properly accounted for any natural conditions that may adversely affect the Subject Property;

1.2 Requires the Owners to guarantee that the promised on-site improvements are made in a timely manner by as required by the Official Code of the City of Great Falls (OCCGF);

1.3 Waives protest and appeal by the Owners and their successors against the creation of special improvement and maintenance districts that would provide and maintain necessary infrastructure;

1.4 Indemnifies the City from claims relating to its approval of any construction or other development-related activities for the Subject Property and clarifies the City's limited role in the approval and oversight of any such construction or other development-related activities.

2. Supporting Documents. Each of the following supporting documents are to be submitted for review and approval by the City.

2.1 Legal Documentation. Legal documents, including but not limited to any easements, covenants, and restrictions establishing the authority and responsibilities of Owners, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

3. Changes. The Owners understand that failure to install required improvements in accordance with the final construction plans is a breach of, and may void, this Agreement. The Owners also understand that such failure 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 and the Administrator (the person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved improvements, as provided below:

3.1 Minor Changes. Minor changes to the improvements that are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:

3.1.1 Before making changes, the Owners must submit revisions to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fourteen (14) days of receipt of the revised plans.

3.1.2 Based on a review of the revisions, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the annexation of the Subject Property or the OCCGF.

3.1.3 Minor changes in the location and specifications of the required improvements may be permitted by the Administrator. The Owners must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

3.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

3.2.1 A substantial change adds one or more lots; changes the permitted 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 Administrator; 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.

4. Fees. The Owners understand that they are required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

4.1 Recording Fees. The Owners will pay all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

4.2 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections.

4.3 Storm Drain Fee. The Owners will pay a storm drain fee in the amount of \$250 per acre for annexation of the Subject Property. This equates to **\$375.00** for the total 1.850 acres of the Subject Property. The total storm drain fee shall be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

4.4 Payment of Application Fees Acknowledged. The following fees have been paid by the Owners: \$2,000.00 application fee for the establishment of zoning, and a \$500.00 application fee for annexation.

5. Site Conditions. The Owners warrant that they have 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 Subject Property. The Owners further warrant that all plans submitted pursuant to this Agreement and all applications for building permits within the Subject Property will properly account for all such conditions. The Owners hold the City harmless for natural conditions and for any faults in their own assessment of those conditions.

6. On-Site Improvements. The on-site improvements shall include everything required to provide water, sanitary sewer, access, and other requirements as may be required by OCCGF. If required, access for purposes of emergency vehicles shall be installed to the specifications of the Public Works Department. If necessary, the Owners shall provide public utility easements for all required public utilities.

6.1 Water Improvements. To serve the Subject Property, the Owners are required to connect to the existing water main located in Park Garden Lane, under the terms of the Owner's previous written agreement with the City of Great Falls Public Works Department, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference.

6.2 Sewer Improvements. To serve the Subject Property, the Owners are required to abandon all drain fields and septic tanks per the Cascade County Health Department and City of Great Falls requirements and connect to the existing private sewer main located in Park Garden Lane under the terms and conditions of Exhibit A, attached hereto.

6.3 Future Sewer Improvements. If a second dwelling unit is added to the Subject Property by request of Conditional Use or by other legal means, one service line is permitted to serve both dwelling units upon one lot as long as both dwelling units are on the same lot and under common ownership. A shared service line would not apply to any future dwellings or future subdivision requests that create separate lots upon the Subject Property.

6.4 Sidewalks. The Owners are not required to construct a sidewalk along Park Garden Lane as part of this annexation request. The Owners acknowledge such a sidewalk may be required in the future, but only as part of a comprehensive sidewalk project which creates a contiguous sidewalk extending from Owners' property on Park Garden Lane to adjacent street pedestrian facilities such as Park Garden Road or Fox Drive. Owners shall not be required to construct a sidewalk along Park Garden Lane that is disconnected from adjacent street pedestrian facilities such as Park Garden Road or Fox Drive.

7. Permits. With the exception of water and sewer utility connections which were previously approved by the City, this Agreement must be approved by the City Commission and signed by the City Manager and the Owners before permits for any work will be approved.

8. Nonconforming uses. The City acknowledges there are previously existing non-conforming uses on the Subject Property. Specifically, the Owners have a second dwelling unit and a day care on the subject

property. The use of a two-family residence and day care center (noted in OCCGF 17.20.3.010 – Exhibit 20-1) are permitted by conditional use within the requested zoning district of R-2, however they may be continued so long as they remain otherwise lawful, subject to the provisions within OCCGF 17.64.020.

9. Nonconforming structures. The City acknowledges previously existing structures on the Subject Property. If these structures are found to have nonconforming setbacks, they may continue so long as they remain otherwise lawful, subject to the provisions within OCCGF 17.64.030 – Nonconforming structures.

10. Special Improvement and Maintenance Districts. Owners hereby agree to waive their right to protest and appeal the lawful creation by the City of special improvement or maintenance districts for any proper purpose and shall pay the proportionate share of the costs associated with said special improvement or maintenance districts as they may be applied to the Subject Property.

11. Park District. Owners acknowledge that the Subject Property will be, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owners acknowledge that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

12. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Subject Property incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classification of R-2 Single-family Medium Density.

13. Floodplain Regulations. The subject property is located partly or wholly within the Special Flood Hazard Area as identified by the Federal Emergency Management Agency (FEMA) flood maps. Development, new construction, alteration or substantial improvement may not commence without full compliance with the provisions of OCCGF Title 17, Chapter 56 – Floodplain Overlay Districts.

14. Reimbursements. Upon submittal of cost information, which shall be reviewed for accuracy by the City, Owners of the Subject Property shall be required to pay the pro-rata reimbursement costs incurred by either the initial Developer or the City, for improvements to Park Garden Lane associated with development of the Foxwood Estates Subdivision. All public improvement cost information shall be submitted to the City for review and determination of reimbursement amounts to be paid by the Owners.

15. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this Agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owners are exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State and Federal requirements, and other applicable standards. The City's limited plan review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owners, nor any third party may rely upon the City's limited review or approval.

The Owners shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that Owners' Subject Property described herein. Upon the transfer of ownership of the property, the prior owner's (whether it is the Owners that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation runs to the new owner of the property. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost, is obligated to indemnify, and no owner of property is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owners of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Jeffrey Hindoien, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Timothy Murphy and Deborah Murphy

By: _____

By: _____

Its: _____

Its: _____

State of _____)

:ss.

County of _____)

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

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

Notary Public for the State of _____

(NOTARIAL SEAL)

ANNEXATION AGREEMENT
TRACT OF LAND LEGALLY DESCRIBED AS LOT 5A OF PARK GARDEN TRACTS, LOCATED IN
SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.

The following is a binding Agreement dated this _____ day of _____, 2022, between Alexander Blewett IV and Celia Blewett, hereinafter referred to as “Owners”, and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City”, regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described as Lot 5A of Park Garden Tracts, Section 23, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property”. Owners of the aforementioned Subject Property agree to, and are bound by, the provisions of this Agreement, and by signing this Agreement, therefore agree to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owners, as required by the City's approval of the supporting documents. Generally, this Agreement:

1.1 Declares that the Owners are aware of and have properly accounted for any natural conditions that may adversely affect the Subject Property;

1.2 Requires the Owners to guarantee that the promised on-site improvements are made in a timely manner by as required by the Official Code of the City of Great Falls (OCCGF);

1.3 Waives protest and appeal by the Owners and their successors against the creation of special improvement and maintenance districts that would provide and maintain necessary infrastructure;

1.4 Indemnifies the City from claims relating to its approval of any construction or other development-related activities for the Subject Property and clarifies the City's limited role in the approval and oversight of any such construction or other development-related activities.

2. Supporting Documents. Each of the following supporting documents are to be submitted for review and approval by the City.

2.1 Legal Documentation. Legal documents, including but not limited to any easements, covenants, and restrictions establishing the authority and responsibilities of Owners, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

3. Changes. The Owners understand that failure to install required improvements in accordance with the final construction plans is a breach of, and may void, this Agreement. The Owners also understand that such failure 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 and the Administrator (the person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved improvements, as provided below:

3.1 Minor Changes. Minor changes to the improvements that are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:

3.1.1 Before making changes, the Owners must submit revisions to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fourteen (14) days of receipt of the revised plans.

3.1.2 Based on a review of the revisions, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the annexation of the Subject Property or the OCCGF.

3.1.3 Minor changes in the location and specifications of the required improvements may be permitted by the Administrator. The Owners must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

3.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

3.2.1 A substantial change adds one or more lots; changes the permitted 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 Administrator; 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.

4. Fees. The Owners understand that they are required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

4.1 Recording Fees. The Owners will pay all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

4.2 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections.

4.3 Storm Drain Fee. The Owners will pay a storm drain fee in the amount of \$250 per acre for annexation of the Subject Property. This equates to **\$533.00** for the total 2.132 acres of the Subject Property. The total storm drain fee shall be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

4.4 Payment of Application Fees Acknowledged. The following fees have been paid by the Owners: \$2,000.00 application fee for the establishment of zoning, and a \$500.00 application fee for annexation.

5. Site Conditions. The Owners warrant that they have 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 Subject Property. The Owners further warrant that all plans submitted pursuant to this Agreement and all applications for building permits within the Subject Property will properly account for all such conditions. The Owners hold the City harmless for natural conditions and for any faults in their own assessment of those conditions.

6. On-Site Improvements. The on-site improvements shall include everything required to provide water, sanitary sewer, access, and other requirements as may be required by OCCGF. If required, access for purposes of emergency vehicles shall be installed to the specifications of the Public Works Department. If necessary, the Owners shall provide public utility easements for all required public utilities.

6.1 Water Improvements. To serve the Subject Property, the Owners are required to connect to the existing water main located in Park Garden Lane, under the terms of the Owner's previous written agreement with the City of Great Falls Public Works Department, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference.

6.2 Sewer Improvements. To serve the Subject Property, the Owners are required to abandon all drain fields and septic tanks per the Cascade County Health Department and City of Great Falls requirements and connect to the existing private sewer main located in Park Garden Lane under the terms and conditions of Exhibit A, attached hereto and incorporated herein by this reference.

6.3 Future Sewer Improvements. If a second dwelling unit is added to the Subject Property by request of Conditional Use or by other legal means, one service line is permitted to serve both dwelling units upon one lot as long as both dwelling units are on the same lot and under common ownership. A shared service line would not apply to any future dwellings or future subdivision requests that create separate lots upon the Subject Property.

6.4 Sidewalks. The Owners are not required to construct a sidewalk along Park Garden Lane as part of this annexation request. The Owners acknowledge such a sidewalk may be required in the future, but only as part of a comprehensive sidewalk project, which creates a contiguous sidewalk extending from Owners' property on Park Garden Lane to adjacent street pedestrian facilities such as Park Garden Road or Fox Drive. Owners shall not be required to construct a sidewalk along Park Garden Lane that is disconnected from adjacent street pedestrian facilities such as Park Garden Road or Fox Drive.

7. Permits. With the exception of water and sewer utility connections which were previously approved by the City, this Agreement must be approved by the City Commission and signed by the City Manager and the Owners before permits for any work will be approved.

8. Nonconforming uses. The City acknowledges previously existing non-conforming uses on the Subject Property. Specifically, the Owners have eight (8) hen chickens on the Subject Property. The use of livestock

(noted in OCCGF 17.20.3.010 – Exhibit 20-2 as *Agriculture*, livestock) is not permitted within the requested zoning district of R-2, however the legal non-conforming use of livestock may be continued so long as it remains otherwise lawful, subject to the provisions within OCCGF 17.64.020.

9. Nonconforming structures. The City acknowledges previously existing structures on the Subject Property. If these structures are found to have nonconforming setbacks, they may continue so long as they remain otherwise lawful, subject to the provisions within OCCGF 17.64.030 – Nonconforming structures.

10. Special Improvement and Maintenance Districts. Owners hereby agree to waive their right to protest and appeal the lawful creation by the City of special improvement or maintenance districts for any proper purpose and shall pay the proportionate share of the costs associated with said special improvement or maintenance districts as they may be applied to the Subject Property.

11. Park District. Owners acknowledge that the Subject Property will be, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owners acknowledge that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

12. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Subject Property incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classification of R-2 Single-family Medium Density.

13. Floodplain Regulations. The subject property is located partly or wholly within the Special Flood Hazard Area as identified by the Federal Emergency Management Agency (FEMA) flood maps. Development, new construction, alteration or substantial improvement may not commence without full compliance with the provisions of OCCGF Title 17, Chapter 56 – Floodplain Overlay Districts.

14. Reimbursements. Upon submittal of cost information, which shall be reviewed for accuracy by the City, Owners of the Subject Property shall be required to pay the pro-rata reimbursement costs incurred by either the initial Developer or the City, for improvements to Park Garden Lane associated with development of the Foxwood Estates Subdivision. All public improvement cost information shall be submitted to the City for review and determination of reimbursement amounts to be paid by the Owners.

15. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this Agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owners are exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State and Federal requirements, and other applicable standards. The City's limited plan review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owners, nor any third party may rely upon the City's limited review or approval.

The Owners shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that Owners' Subject Property described herein. Upon the transfer of ownership of the property, the prior owner's (whether it is the Owners that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation runs to the new owner of the property. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost, is obligated to indemnify, and no owner of property is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owners of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Jeffrey Hindoién, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Alexander Blewett IV and Celia Blewett

By: _____

By: _____

Its: _____

Its: _____

State of _____)
:ss.
County of _____)

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

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

Notary Public for the State of _____

(NOTARIAL SEAL)

ANNEXATION AGREEMENT
TRACT OF LAND LEGALLY DESCRIBED AS LOT 8 OF PARK GARDEN TRACTS, LOCATED IN
SECTION 23, TOWNSHIP 20 NORTH, RANGE 3 EAST, P.M.M., CASCADE COUNTY, MONTANA.

The following is a binding Agreement dated this _____ day of _____, 2022, between Tom Lewis and Debra Lewis, hereinafter referred to as “Owners”, and the City of Great Falls, Montana, a municipal corporation of the State of Montana, hereinafter referred to as “City”, regarding the requirements for annexation of a tract of land into the corporate limits of the City legally described as Lot 8 of Park Garden Tracts, Section 23, Township 20 North, Range 3 East, P.M.M., Cascade County, Montana, hereinafter referred to as “Subject Property”. Owners of the aforementioned Subject Property agree to, and are bound by, the provisions of this Agreement, and by signing this Agreement, therefore agree to terms applicable to the Subject Property. The City is authorized to enter into this Agreement by §17.68.010-040 of the Official Code of the City of Great Falls (OCCGF).

1. Purpose. The purpose of this Agreement is to ensure that certain improvements are made and certain conditions are fulfilled by the Owners, as required by the City's approval of the supporting documents. Generally, this Agreement:

1.1 Declares that the Owners are aware of and have properly accounted for any natural conditions that may adversely affect the Subject Property;

1.2 Requires the Owners to guarantee that the promised on-site improvements are made in a timely manner by as required by the Official Code of the City of Great Falls (OCCGF);

1.3 Waives protest and appeal by the Owners and their successors against the creation of special improvement and maintenance districts that would provide and maintain necessary infrastructure;

1.4 Indemnifies the City from claims relating to its approval of any construction or other development-related activities for the Subject Property and clarifies the City's limited role in the approval and oversight of any such construction or other development-related activities.

2. Supporting Documents. Each of the following supporting documents are to be submitted for review and approval by the City.

2.1 Legal Documentation. Legal documents, including but not limited to any easements, covenants, and restrictions establishing the authority and responsibilities of Owners, which may be recorded in the Clerk and Recorder's Office of Cascade County, Montana.

3. Changes. The Owners understand that failure to install required improvements in accordance with the final construction plans is a breach of, and may void, this Agreement. The Owners also understand that such failure 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 and the Administrator (the person or persons charged by the City Manager with the administration of this improvement agreement) is hereby authorized to allow minor changes to approved improvements, as provided below:

3.1 Minor Changes. Minor changes to the improvements that are deemed appropriate and necessary by the Administrator and which do not materially affect the hereinabove mentioned Subject Property, can be made as follows:

3.1.1 Before making changes, the Owners must submit revisions to the Administrator for review. Failure to do this before the proposed change is made may be considered by the City to be a breach of this Agreement and a violation of the OCCGF. The Administrator shall respond to all proposed changes within fourteen (14) days of receipt of the revised plans.

3.1.2 Based on a review of the revisions, the Administrator may permit minor dimensional changes provided they do not result in a violation of the conditions of approval for the annexation of the Subject Property or the OCCGF.

3.1.3 Minor changes in the location and specifications of the required improvements may be permitted by the Administrator. The Owners must submit revised plans showing such changes to the Administrator. Revised plans are not accepted until approved by the Administrator.

3.2 Substantial Changes. Substantial changes are not permitted by this Agreement. A review and permitting process will be required for such changes. "Substantial Change" versus "Minor Change" is described as follows in order to further clarify what may be permitted as a "Minor Change":

3.2.1 A substantial change adds one or more lots; changes the permitted 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 Administrator; 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.

4. Fees. The Owners understand that they are required to pay the following fees as they come due. The absence of any fee from this Agreement which is lawfully charged by the City in connection with construction activity associated with Subject Property shall not constitute a waiver by the City.

4.1 Recording Fees. The Owners will pay all recording fees at the rate charged by Cascade County at the time a document or plat is submitted for recording.

4.2 Connection and Construction Fees. Water service tapping and water and sewer service connection fees will be assessed at the times of tapping and connections.

4.3 Storm Drain Fee. The Owners will pay a storm drain fee in the amount of \$250 per acre for annexation of the Subject Property. This equates to **\$375.00** for the total 1.850 acres of the Subject Property. The total storm drain fee shall be paid to the City no later than 30 days after City Commission action to annex the Subject Property into the City.

4.4 Payment of Application Fees Acknowledged. The following fees have been paid by the Owners: \$2,000.00 application fee for the establishment of zoning, and a \$500.00 application fee for annexation.

5. Site Conditions. The Owners warrant that they have 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 Subject Property. The Owners further warrant that all plans submitted pursuant to this Agreement and all applications for building permits within the Subject Property will properly account for all such conditions. The Owners hold the City harmless for natural conditions and for any faults in their own assessment of those conditions.

6. On-Site Improvements. The on-site improvements shall include everything required to provide water, sanitary sewer, access, and other requirements as may be required by OCCGF. If required, access for purposes of emergency vehicles shall be installed to the specifications of the Public Works Department. If necessary, the Owners shall provide public utility easements for all required public utilities.

6.1 Water Improvements. To serve the Subject Property, the Owners are required to connect to the existing water main located in Park Garden Lane, under the terms of the Owner's previous written agreement with the City of Great Falls Public Works Department, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference.

6.2 Sewer Improvements. To serve the Subject Property, the Owners are required to abandon all drain fields and septic tanks per the Cascade County Health Department and City of Great Falls requirements and connect to the existing private sewer main located in Park Garden Lane under the terms and conditions of Exhibit A, attached hereto and incorporated herein by this reference.

6.3 Future Sewer Improvements. If a second dwelling unit is added to the Subject Property by request of Conditional Use or by other legal means, one service line is permitted to serve both dwelling units upon one lot as long as both dwelling units are on the same lot and under common ownership. A shared service line would not apply to any future dwellings or future subdivision requests that create separate lots upon the Subject Property.

6.4 Sidewalks. The Owners are not required to construct a sidewalk along Park Garden Lane as part of this annexation request. The Owners acknowledge such a sidewalk may be required in the future, but only as part of a comprehensive sidewalk project, which creates a contiguous sidewalk extending from Owners' property on Park Garden Lane to adjacent street pedestrian facilities such as Park Garden Road or Fox Drive. Owners shall not be required to construct a sidewalk along Park Garden Lane that is disconnected from adjacent street pedestrian facilities such as Park Garden Road or Fox Drive.

7. Permits. With the exception of water and sewer utility connections which were previously approved by the City, this Agreement must be approved by the City Commission and signed by the City Manager and the Owners before permits for any work will be approved.

8. Nonconforming structures. The City acknowledges previously existing structures on the Subject Property. If these structures are found to have nonconforming setbacks, they may continue so long as

they remain otherwise lawful, subject to the provisions within OCCGF 17.64.030 – Nonconforming structures.

9. Special Improvement and Maintenance Districts. Owners hereby agree to waive their right to protest and appeal the lawful creation by the City of special improvement or maintenance districts for any proper purpose and shall pay the proportionate share of the costs associated with said special improvement or maintenance districts as they may be applied to the Subject Property.

10. Park District. Owners acknowledge that the Subject Property will be, by operation of law and pursuant to Resolution No. 10238, adopted by the City Commission on June 5, 2018, included within the boundaries of the Great Falls Park District Number 1. Owners acknowledge that property within the Great Falls Park District Number 1, including the Subject Property, is subject to annual assessments for the purposes of the Great Falls Park District Number 1 in amounts to be determined by the City Commission each year, in accordance with Resolution No. 10238, as it may be amended or supplemented.

11. City Acceptance and Zoning. In consideration of the terms of this Agreement, the City hereby accepts the Subject Property incorporation by annexation into the corporate limits of the City of Great Falls, Montana, with an assigned City zoning classification of R-2 Single-family Medium Density.

12. Floodplain Regulations. The subject property is located partly or wholly within the Special Flood Hazard Area as identified by the Federal Emergency Management Agency (FEMA) flood maps. Development, new construction, alteration or substantial improvement may not commence without full compliance with the provisions of OCCGF Title 17, Chapter 56 – Floodplain Overlay Districts.

13. Reimbursements. Upon submittal of cost information, which shall be reviewed for accuracy by the City, Owners of the Subject Property shall be required to pay the pro-rata reimbursement costs incurred by either the initial Developer or the City, for improvements to Park Garden Lane associated with development of the Foxwood Estates Subdivision. All public improvement cost information shall be submitted to the City for review and determination of reimbursement amounts to be paid by the Owners.

14. Limitation of Liability. The City will conduct a limited review of plans and perform inspections for compliance with requirements set forth in this Agreement and/or in applicable law. The scope of such review and inspections will vary based upon development type, location and site characteristics. The Owners are exclusively responsible for ensuring that the design, construction drawings, completed construction, and record drawings comply with acceptable engineering practices, State and Federal requirements, and other applicable standards. The City's limited plan review and inspections are not substantive reviews of the plans and engineering. The City's approval of any plans or completed inspections is not an endorsement of the plan or approval or verification of the engineering data and plans. Neither the Owners, nor any third party may rely upon the City's limited review or approval.

The Owners shall indemnify, hold harmless and defend the City of Great Falls, its officers, agents, servants and employees and assigns from and against all claims, debts, liabilities, fines, penalties, obligations and costs including reasonable attorney fees, that arise from, result from or relate to obligations relating to that Owners' Subject Property described herein. Upon the transfer of ownership of the property, the prior owner's (whether it is the Owners that signed this agreement or a subsequent owner) indemnity obligation herein for the transferred property is released as to that owner and the indemnity obligation

runs to the new owner of the property. Only the owner of the parcel of property at the time the City incurs the claim, debt, liability, fine, penalty, obligation or cost, is obligated to indemnify, and no owner of property is obligated to indemnify for adverse conditions on property owned by someone else. This indemnification by the Owners of the property shall apply unless such damage or injury results from the gross negligence or willful misconduct of the City.

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

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

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

Gregory T. Doyon, City Manager

ATTEST:

Lisa Kunz, City Clerk

(Seal of City)

APPROVED FOR LEGAL CONTENT*:

Jeffrey Hindoiem, City Attorney

*By law, the City Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls, and not on behalf of other parties. Review and approval of this document was conducted solely from the legal perspective, and for the benefit, of the City of Great Falls. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Tom Lewis and Debra Lewis

By: _____

By: _____

Its: _____

Its: _____

State of _____)
:ss.
County of _____)

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

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

Notary Public for the State of _____

(NOTARIAL SEAL)