

AGENDA REPORT

DATE September 2, 2003

ITEM Public Hearing – Annexation Resolution No. 9342, Final Plat and Annexation Agreement all related to West Ridge Addition, Phase 1

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INITIATED BY G & M Properties, Property Owner and Developer

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ACTION REQUESTED Commission Adopt Resolution No. 9342 and Approve Final Plat and Agreement

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PREPARED & PRESENTED BY Bill Walters, Senior Planner

REVIEWED & APPROVED BY Ben Rangel, Acting Planning Director

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RECOMMENDATION:

The City-County Planning Board has recommended the City Commission approve West Ridge Addition, Phase 1.

MOTION:

“I move the City Commission adopt Resolution No. 9342 and approve the final plat and Annexation Agreement for West Ridge Addition, Phase 1.”

SYNOPSIS:

Resolution No. 9342 annexes West Ridge Addition, Phase 1, consisting of 34 single family residential lots along the westerly extensions of 32nd and 33rd Avenues Northeast from 2nd Street Northeast. The accompanying agreement contains terms and conditions associated with subdivision and annexation.

BACKGROUND:

In November 2002, the City and County Commissions conditionally approved the preliminary plat of West Ridge Addition, a 113 lot single family residential subdivision located on the west and north sides of Skyline Education Center.

G & M Properties desires to final plat and complete the annexation process for Phase 1, consisting of 34 lots along the westerly extensions of 32nd and 33rd Avenues Northeast from 2nd Street North.

Paving, curb and gutter will be installed in the segments of 1st Street Northeast and 32nd and 33rd Avenues Northeast within Phase 1 and within the abutting portion of 2nd Street Northeast.

City water and sanitary sewer mains will be installed in all roadways in Phase 1. All lots in the subdivision (except Lot 1, Block 2, Phase 1) will drain into a proposed lift station in the northerly portion of 2nd Street Northeast which will pump effluent into an existing City main in 2nd Street Northeast near the southeast corner of Phase 1.

Storm drainage from the subdivision will eventually be piped to the City's Northeast Regional Storm Water Retention Facility.

The Planning Board, during a meeting held June 10, 2003, recommended approval of the Addition, subject to the following conditions:

- 1) The applicant shall execute an Annexation Agreement acceptable to the City of Great Falls and shall submit the appropriate supporting documents referenced in the Agreement.
- 2) All applicable fees and charges due as a consequence of either plat or annexation approval shall be paid by the applicant.
- 3) Any errors or omissions on the final plat noted by staff shall be corrected.
- 4) Final engineering documents for required public improvements to serve the subdivision are subject to approval by the Public Works Department.

Conditions 1 through 3 have been fulfilled.

Attach: Res. No. 9342
Reduced Copy of Final Plat
Annexation Agreement

cc: G & M Properties, 220 30th Ave. NE

**ANNEXATION AGREEMENT
FOR
WEST RIDGE ADDITION, PHASE 1
IN THE NW1/4NE1/4 OF SECTION 35,
TOWNSHIP 21 NORTH, RANGE 3 EAST,
CASCADE COUNTY, MONTANA**

1. PREFACE

The following is a binding Agreement dated this _____ day of _____, 2003, between GARY L. KNUDSON and MARJORY A. KNUDSON, husband and wife, hereinafter referred to as "Owner," and the CITY OF GREAT FALLS, MONTANA, a municipal corporation of the State of Montana, hereinafter referred to as "City," regarding the requirements for filing the Final Plat and the annexation to the corporate limits of City, of WEST RIDGE ADDITION, PHASE 1, in the NW1/4NE1/4 of Section 35, Township 21 North, Range 3 East, Cascade County, Montana, hereinafter referred to as "Subdivision."

2. PREVIOUS AGREEMENT

Annexation Agreement for Skyline School Addition, dated November 6, 1969, between School District No. 1 and the City of Great Falls, filed in the office of the Clerk and Recorder of Cascade County on Reel 60, Document 6547.

3. PRIOR ACTIONS

The Preliminary Plat of subdivision, prepared by Delta Engineering P.C., was conditionally approved by City on November 6, 2002, and by Cascade County, a corporate body politic on November 12, 2002.

4. SUPPORTING DOCUMENTS

A. A final plat of Subdivision, prepared by Delta Engineering P.C., and filed of record in the Clerk and Recorder's Office of Cascade County, Montana.

B. Final engineering drawings and specifications prepared by Delta Engineering P.C., consisting of documents for sanitary sewer mains, water mains, drainage improvements, paving, sidewalk, curb and gutter. Said drawings and specifications are on file in the City Engineer's office.

C. Loan commitment letter dated _____, 2003, by Mountain West Bank of Great Falls, to indicate the capability of Owner to pay for the public improvements referenced in Paragraph 4.B. hereinabove. A copy of the same is filed in the office of the Great Falls City-County Planning Board.

D. Letter of Credit issued by Mountain West Bank of Great Falls, dated July ___, 2003, in the amount of \$29,817.52 for Owner's estimated proportionate share of the cost of the remaining segments of off-site storm sewer main between the north boundary of the preliminary plat of Subdivision and City's Northeast Regional Storm Water Retention Facility.

5. AMENDMENTS

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

- A. The proposed revision will be submitted to City's Public Works Department for review and, if approved, the City Engineer or Public Works Director will sign and adequately annotate the change.
- B. The annotated revision becomes a part of this Agreement upon City's Public Works Department approval.
- C. Changes during construction shall be made by change order approved by City's Public Works Department.
- D. "As Built" reproducible drawings shall be supplied to City's Engineer upon completion of the construction.
- E. All amendments to this Agreement, except as allowable above in this section, shall be in writing and approved by City and Owner.

6. FEES AND CHARGES

A. Prior to annexation of Subdivision, Owner shall, in addition to the Annexation Application Fee of \$100.00, Preliminary Plat Fee of \$500.00 and Zoning Application Fee of \$400.00, which have been paid, pay the following required fees and annexation charges as provided by City policy, ordinances and resolutions:

a) Annexation Agreement Fee	\$200.00
b) Resolution of Annexation Fee	\$100.00
c) Storm Sewer Fee (\$250/acre x 10.45 acres)	\$2612.50
d) Park Fee in Lieu of Land Dedication (\$5,000 /acre x 7.713 acres x 11%)	\$4242.15
e) Reimbursement for proportionate share of cost of NE Regional Storm Water Retention Facility (\$524.59/acre x 10.45acres)	\$5482.00
f) Reimbursement for proportionate share of off-site storm sewer piping system between the north boundary of preliminary plat of Subdivision and the Retention Facility	\$18,948.17
g) Recording fees for Agreement and Resolution (\$6 per page x 10 pages)	<u>\$60.00</u>
Total fees made payable to Great Falls City-County Planning Board	\$31,644.82

B. Owner or its successors or assigns shall reimburse City for its expenses incurred in testing and acceptance of public utilities to serve Subdivision at the rates charged by City for said work at the time performed.

C. Water tapping, water connection, sewer service tapping, and sewer connection fees will be assessed at the time of installation.

D. The absence of any fee from this agreement lawfully charged by the City in connection with construction activity associated with Subdivision shall not constitute a waiver by the City.

7. PUBLIC IMPROVEMENTS

Owner agrees to complete within two (2) years of the date of this Agreement, the installation of the sanitary sewer, storm sewer and water improvements, street paving and curb and gutter to serve Subdivision, according to plans referenced in Paragraph 4.B. above and filed in the City Engineer's office and in accordance with standards of City.

8. RESTRICTIONS ON BUILDING PERMITS AND OCCUPANCY

Building permits for lots in Subdivision shall not be issued until the contracts for installation of the public improvements have been executed. Owner acknowledges that City will not permit the occupancy of any residential structure in Subdivision until street improvement and water and sanitary sewer mains within Subdivision have been installed, tested and accepted by City, which acceptance will not be unreasonably withheld by City.

9. FUTURE STORM DRAINAGE FACILITIES

Owner hereby agrees to waive right to protest any future area wide special improvement district for storm drainage facilities and further agrees to pay for proportionate share of any future storm drainage improvements which service Subdivision that may be installed with or without an area wide special improvement district. The term "area wide" as used herein, means any area larger than that covered by Subdivision which is a contributor to the drainage sub-basin of which Subdivision is a part.

10. PUBLIC ROADWAY LIGHTING

Owner hereby agrees to waive its right to protest any future special lighting district for public roadway lighting facilities that service Subdivision, and further agrees to pay for proportionate share of the costs associated with roadway lighting which service Subdivision that may be installed with or without a special lighting district.

11. SIDEWALKS

It is hereby agreed that the following exception to the strict adherence of Subdivision requirements will be permitted: sidewalks serving and abutting any lot in Subdivision shall be installed as a condition of final occupancy by the then lot owner within six (6) months (allowing for unfavorable weather conditions only) of occupancy. It is understood that the above provision regarding sidewalks shall not preclude City from exercising its authority provided by Chapter 12.28, Municipal Code of the City of Great Falls pertaining to sidewalks.

12. WAIVER OF PROTEST OF ANNEXATION

Owner does hereby waive any and all statutory procedure notice on right of protest to annexation of Subdivision, as provided for by State law.

13. WARRANTY, OWNERSHIP AND INSPECTION OF UTILITY AND STREET IMPROVEMENTS

A. After the public utilities, drainage and street improvements described in Paragraph 4.B. hereof have been installed and accepted by City, the same shall be in all respects treated, owned and maintained as though the same had been constructed and installed by City. However, to the extent installed by Owner, Owner or its contractor shall guarantee said improvements against defective work and materials for a period of two (2) years from date of acceptance of the completed improvements by City.

B. Owner shall retain a private consultant to provide full time inspection during the installation of water, sewer, and storm drainage systems, concrete, asphalt, placement of fill material, and during compacting and material handling. Spot inspections shall be acceptable during cut operations, cleanup and miscellaneous grading, and during times when only the excavation portion (as opposed to bedding, pipe installation and backfilling portions) of utility trenches is being performed. Said inspection shall be provided during the period of construction associated with the installation of the public improvements referenced in Paragraph 4.B. hereof. Daily inspection reports and testing results will be submitted to the City Engineer's Office as part of the "As Built" requirement. If adequate inspection is not provided by Owner, the City, upon notice to Owner, will inspect said public installations and charge the Owner \$45.00 per hour for said inspection or engineering services plus miscellaneous testing cost.

14. ANNEXATION PREREQUISITES

Subdivision is contiguous to City; is not included within the boundary of any other incorporated municipality; and is not a part of any fire district existing or organized under any of the provisions of Chapter 33, Title 7, of the Montana Code Annotated. Subdivision, upon annexation to City, will be provided fire protection services by City comparable to that provided incorporated properties.

15. MAINTENANCE DISTRICTS

Owner waives its right to protest the lawful creation by City of maintenance districts for any proper purpose including, but not limited to, fire hydrant and street maintenance and shall pay the proportionate share of the costs associated with said maintenance districts as they may be applied to Parcel

16. CITY ACCEPTANCE AND ZONING

In consideration of the foregoing, City hereby accepts and approves the final plat of Subdivision and will approve the property contained within the boundaries of Subdivision for incorporation by annexation into the corporate limits of the City of Great Falls, Montana, as "A" Residence Use, "B" Area District zoning classification. It is hereby understood that the preceding language regarding zoning of lots in Subdivision does not preclude City from reclassifying lots if an

area wide reclassification is undertaken, in which event City agrees to reclassify said lots as a conforming use.

17. 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

City Manager

APPROVED FOR LEGAL CONTENT:

City Attorney

State of Montana)
 :ss.
County of Cascade)

On this _____ day of _____, in the year A. D. Two thousand and three, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John W. Lawton known to me to be the City Manager of the City of Great Falls, Montana, is the person whose name is subscribed to the instrument within and acknowledged to me that he executed the same.

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

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission Expires _____, 20__

