AGREEMENT BETWEEN INVERMERE HOMEOWNERS ASSOCIATION (HOA), MISSOULA COUNTY (COUNTY) AND CITY OF MISSOULA (CITY) FOR OPERATION AND MAINTENANCE OF DEDICATED PUBLIC PARKLANDS WITHIN INVERMERE SUBDIVISION.

Whereas Invermere Subdivision was approved in 1999 by Missoula COUNTY with conditions that provided for dedication and development of parklands, and

Whereas in 2004 both the CITY and COUNTY adopted the Master Parks and Recreation Plan for the Greater Missoula Area, and

Whereas, the Invermere Subdivision parklands are not identified or recommended per the Level of Service study and guidelines for public funding of maintenance by the Master Parks and Recreation Plan for the Greater Missoula Area, and

Whereas, the CITY and COUNTY have respectively approved a park master plan for the pocket park that will guide use of the parklands and any proposed new improvements, and

Whereas, the Invermere Subdivision's conditions of approval provide for the dedicated parkland's maintenance to be by an entity other than the CITY or COUNTY, and

Whereas the Invermere Subdivision conditions of approval provide for formation of a Homeowners Association and mechanisms to assess its property owners for maintenance of the dedicated public parklands therein, and

Now therefore

A. PARTIES TO THIS OWNERSHIP, OPERATION AND MAINTENANCE AGREEMENT

As authorized by this document on this _____ day of ______, 2021, this Operations and Maintenance Agreement, hereinafter referred to as "AGREEMENT," is entered into by and between the "Invermere Homeowners Association", hereinafter referred to as the "ASSOCIATION", whose mailing address is P.O. Box 56, Lolo, Montana 59847 and the CITY of Missoula, through its Parks & Recreation Department, hereinafter referred to as the "CITY" and Missoula COUNTY through its Parks, Trails and Open Lands Program, hereinafter referred to as the "COUNTY".

B. PROPERTY SUBJECT TO AGREEMENT

Deeded park parcels located in the Invermere Subdivision, PHASES 1, 1A, 2A and 3A, as identified in Exhibit A herein and referred to as "Invermere Park".

C. PROVISIONS AND CONDITIONS

- C.1 The purpose of this AGREEMENT is to clarify the role of the ownership, operation and maintenance of the dedicated public parklands in the Invermere Subdivision.
- C.2 The parcels that comprise the Invermere public park properties are owned by the CITY and COUNTY respectively. Only the owner of the respective public parklands may grant rights for new uses, change in uses, termination of approved uses, development of new features or trails or physical changes to the parklands consistent with the adopted park master plan (Exhibit B). The

Association shall not authorize, approve, permit or otherwise allow improvements, new uses, changes in use, or grant of easements on or across the parklands, except as permitted herein.

- C.3 In accordance with Exhibit A, the approximately 3.9 acre developed portion of Invermere Park shall be designated as a pocket park and shall be used consistent with that designation per the adopted Master Park Plan for the Greater Missoula Area, as may be amended from time to time. The deeded public park parcel identified as Landscape buffer shall be managed for those purposes and for weeds, fire. The subdivision's remaining deeded public parklands (approx. 7.6 acres) shall be managed for open space values specifically habitat, limited passive recreation activities, weeds, water quality, and fire.
- C.4 Reservation of the developed pocket park shall be managed by and through the CITY's Park system. In recognition of the HOA's obligations for parkland maintenance, the HOA shall have the right to reserve the developed pocket park up to four (4) times annually at no cost for HOA sponsored activities and events. These must be scheduled by the HOA through the CITY Parks & Recreation Reservation System prior to February 1 each year to receive priority over any other reservation request.
- C.5 The CITY shall be the lead agency for all questions, concerns, and complaints in regards to the Invermere public parklands when such are not within the HOA's purview to manage or address. The CITY shall communicate with the appropriate COUNTY staff on matters specific to the COUNTY's parklands. The COUNTY and CITY may choose to convey some or all of their respective interests in the Invermere parklands to the other, subject to the receiving party's concurrence and formal acceptance.
- C.6 Parkland maintenance, including repair and replacement, shall be provided for and funded by the HOA as substantially outlined in the annual maintenance calendar and supporting Maintenance Impact Statement (Exhibits C and D respectively). The noted documents provide for maintenance activities by the HOA to ensure the public parklands and adjoining public walkways (sidewalks) are safe, clean, and suitable for allowed public park uses, and will serve as an asset to the neighborhood and community well into the future.
- C.7 The ASSOCIATION shall provide for all maintenance, repair and/or replacement of the dedicated Storm Water Drainage System components, pieces, and parts, wholly and collectively, in accordance with the terms of the approved *Storm Water Facility Maintenance Covenant and Access Easement*.
- C.8 The CITY or COUNTY may, as it deems necessary or prudent, periodically inspect the Parklands or Private Storm Water Drainage System or both. The CITY or COUNTY may direct and order the ASSOCIATION to perform required maintenance or repair work. If maintenance or repair work is required, but not performed by the ASSOCIATION, then the CITY or COUNTY may perform said maintenance or repair work and invoice the ASSOCIATION for any / all work performed.
- C.9 The HOA shall ensure any contractor(s) it employs to provide park maintenance services, shall have a valid general liability insurance policy in the minimum amount of \$1.5 million total and \$750,000 per occurrence and shall have a valid CITY Business license.
- C.10 Each party hereto shall protect, defend, indemnify, and hold harmless each of the other parties, its elected and appointed, agents, employees, and representatives from and against any and

all claims, liabilities, demands, causes of action, judgments, and losses (including costs and reasonable attorneys' fees incurred in the defense thereof) arising in favor of or asserted by any person or entity on account of alleged damage to property, bodily or personal injury, or death arising out of any party's act or failure to act associated with performance or nonperformance of this agreement.

D. AGREEMENT BY ASSOCIATION

- E.1 ASSOCIATION hereby certifies that the Real Property subject to this AGREEMENT is within the boundaries of the ASSOCIATION and that they agree to abide by the provisions and conditions outlined within this AGREEMENT.
- E.2 The signature on behalf of the ASSOCIATION is set forth within this document signifying their concurrence with this AGREEMENT and the provisions and conditions set forth within.
- E.3 ASSOCIATION agrees to accept maintenance, as described above in Section C

E. FINANCIAL ASSURANCES

F.1 ASSOCIATION is responsible for all costs associated with the operation and maintenance of the Private Storm Water Drainage System as described above herein and shown on Exhibit "A" and Exhibit B. Furthermore, ASSOCIATION hereby holds the CITY harmless for any/all financial obligations related to the Private Storm Water Drainage System. Said ownership, operation and maintenance costs and responsibilities shall be the responsibility of the ASSOCIATION.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, effective on the day and year first above written.

SIGNATURES

For the CITY of Missoula:	For the invermere Homeowners Association:
 Mayor	Drake Lemm, Invermere HOA President
Attest	Notary
Marty L. Rehbein, CMC CITY Clerk	
For Missoula COUNTY	Attest
De Chalantin Chair	The Court Clade of Trees
Dave Strohmaier, Chair	Tyler Gernant, Clerk and Treasurer
Missoula County Board of Commissioners	Missoula County

Map of Invermere Subdivision and related dedicated public parklands Invermere Subdivision Boundaries City Limits as of 2/1/2021 County Parkland Landscape buffer City Parkland 0.12 0.08 0.04 0 0.02 Open Space

Exhibit A:

Exhibit B:Adopted Park Master Plan - Invermere (Pocket) Park



Exhibit C:Annual Maintenance Calendar for Invermere Pocket Park and related dedicated public parklands

Invern	nere Pa	Invermere Park: Annual Mai		ntenance Calendar										
Type	<u>Occurance</u>	Activity	Area	Standard for City Maintained Parks	January F	Febuary <u>Ma</u>	<u>March</u> April	May	June	<u>VINL</u>	August	September	October November December	ecember
Horticulture	Seasonal	Aerating	General Use Turf	2 per season										
Horticulture	Seasonal	Fertilizing	General Use Turf	2x per season										
Horticulture	Seasonal	Herbicide Spraying - Broadleaf	General Use Turf	1x per season										
Horticulture	Seasonal	Rough (weed) Mowing	Undeveloped Parks/ROWs	2 x year (April & September)										
Ha rdsca pe	Seasonal	Concrete sidewalks & paths	sidewalks, paths	Snow & ice removal/treatment										
Ha rdsca pe	Routine	Pathway Sweeping/Blowing	Class I & all paved paths	2x month										
Health/Safety	Routine	Empty Garbage Bins and Full Site Cans		1x daily										
Health/Safety	Routine	Inspect/replace general Pathwayy lighting (parking lots, bridges restrooms, paths, etc) underpar	athways, oridges underpasses	1x month										
Health/Safety	Routine	Litter pick up	General use turf	1x daily										
Health/Safety	Routine	Vandalism	City Maint. Properties	Within 48 hours of report										
Horticulture	Routine	Irrigation Systems Maint system		2x month										
Horticulture	Routine	Mowing	General Use Turf@3"	10 day rotation										
Asphalt	Cydical	Asphalt (Roads, Paths, Sport Courts)	Seal Coat	1x/6 yrs										
Horti cu l tu re	Cydical	Topdressing & overseeding	General Use Turf	As required										
Horticulture	Cydical			1x/7 years										
	Key.		Subject activ	Subject activity should occur during this time period - dependant on conditions and weather	pendant on con	ditions and we	ather		_					

Exhibit C:

Maintenance Impact Statement for Invermere Park and related dedicated public parklands

Attached behind this page

Inver	rmere P	Invermere Park: Prelimina Statement - June, 2020	Invermere Park: Preliminary Maintenance Impac Statement - June, 2020	e Impact	Approx Square Feet/Feature Count (Complete this section using plan take-offs)	ature Count (Com	nplete this se	ection using plan t	'ake-offs)									
Owner		Ьзıқ Изте		Waint_Responsibility	sanutea4 aldenietnieM	speoy	Paved Parking lot Walking Jogging path - asphalt paved	Path and sidewalks - concrete	Multi-Sport Court	AN - truo2 sinn9T	ense Gans (LF)	Picnic Shelter	saldeT ainzi	Playground	Permanent Restrooms	sezelq	Sports field lighting	esetrus leruten - lierT gniggol gnileW
City & Count	nt	Invermere		НОА	Sq. Feet			3,345.0								1.0	,	4,220.0
					Feature Count						2.0		2.0			1.0		
Туре	Occurance	Activity	Area	Standard for City Maintained Parks	Proposed Standard (if applicable)	Unit Cost	Yearly Basis Freq*	-ly Annual 1- Total	Task Standard	A III	Allowed Assigne Prep d Time per Staffing Freq Level	ne Staff Pay	M Staff Pay Staff Cost per al Rate/HR SF or feature A	Material applied per Ty Acre/SF/EA Co	Typ. Material E Cost/SF	Equipment Equipment Rate/HR cost per sf		Annual Prep Time
Horticulture	Seasonal	Aerating	General Use Turf	2 per season		\$ 0.0006 SF		2 \$ 24.26	24.26 1.5 acre/hr	65340	1 MTA	\$ 27.46	\$ 0.00042 NA	4A	٠	\$ 14.50 \$	0.00	2.0
Horticulture	Seasonal	Fertilizing		2x per season				\$	104.15 2 acres/hr	87,120	1 MW		٠,	LBS	0.0022	24.59	0.00	2.0
Horticulture	Seasonal	Herbicide Spraying - Broadleaf	General Use Turf	1x per season		\$ 0.0061 SF		1 \$ 114.71	114.71 1/2 acre/hr		Contracted	acted		₩.	0.0061			0.0
Horticulture	Seasonal	Rough (weed) Mowing	Undeveloped Parks/ROWs	2 x year (April & September)		\$ 0.0018 SF		2 \$ 447.34	447.34 1acre/hr	43560	1 MTA	\$ 27.46	\$ 0.00063 NA	\$ P		\$ 50.10 \$	0.0012	2.0
Hardscape	Seasonal	Concrete sidewalks & paths	sidewalks, paths	Snow & ice removal/treatment		\$ 0.0100 SF		16 \$ 537.82	79,000 sf/hr	79000	0 MT	\$ 33.89	-√>	0.00043 0.25 oz/SQ Ya \$	0.0094	\$ 14.50 \$	0.0002	0.0
Hardscape	Routine	Pathway Sweeping/Blowing	Class I & all paved paths	2x month		\$ 0.0053 SF		16 \$ 285.08	6000 sf/hour	0009	0 PA	\$ 27.46	\$ 0.00458	\$ 0		\$ 4.50 \$	0.0008	0.0
Health/Safety Routine	ty Routine	Empty Garbage Bins and Cans	Full Site	1x daily		\$ 2.3633 EA		52 \$ 245.79	245.79 5 min per can	12	0 PA	\$ 27.46	\$ 2.28833 1 per can	per can \$	0.0750	\$		0.0
Health/Safety Routine		Inspect/replace general lighting (parking lots, restrooms, paths, etc)	Pathways, bridges underpasses	1x month		\$ 47.4600 EA		1 \$ 47.46	47.46 1hr/site	H	0.5 MTA	\$ 27.46	\$ 27.46	replace bulbs/driver \$	20.00			0.5
Health/Safety Routine	ty Routine	Litter pick up	General use turf	1x daily		\$ 0.0001 SF		38 \$ 49.36	49.36 15 min/1,000sf	174240	0 PA	\$ 11.98	\$ 0.00007 NA		,			0.0
Health/Safety Routine	ty Routine	Litter pick up		1x daily		\$ 0.0001 SF		38 \$ 8.55	8.55 15 min/1,000sf	174240	0 PA	\$ 11.98	\$ 0.00007	NA \$				
Health/Safety Routine	ty Routine	Vandalism	Properties	Within 48 hours of report		\$.		0 \$ 79.42	79.42 2% Operating				_>	VAR				0.0
Horticulture	Routine	Irrigation Systems Maint	Per Individual system	2x month	3x year	\$ 267.7800 EA		3 \$ 803.34	2hrsper system/month		0.5 MT	\$ 33.89	\$ 67.78	NA \$	200:00	\$		1.5
Horticulture	Routine	Mowing	General Use Turf @ 3"	10 day rotation		\$ 0.0003 SF		32 \$ 159.13	159.13 4.2 acres per hour	182952 (0.166667 MW	\$ 23.57	\$ 0.00013	NA		\$ 24.59 \$	0.000	5.3
Asphalt	Cyclical	Asphalt (Roads, Paths, Sport CSeal Coat		1x/6 yrs		1.5000		\$	735.98 Contracted		3 Contra	3 Contracted every 7 years		perSF \$	1.50			0.5
Horticulture	Cyclical	Topdressing & overseeding	General Use Turf	As required		\$ 0.0432 SF		0.5 \$ 408.12	408.12 2 acres/hr	130680	1 MW	\$ 757.38	\$ 0.00580	>-	0.0370	\$ 49.12 \$	0.0004	0.5
Chhebotal Ann	otaich though	and the first faction of the	- Copies				+											
Subtotal An	nual Direct Iviaint	Subtotal Annual Drect Maintenance Cost Est. 101 Identified Services	rvices		\$ 4,050.50													
Subtotal An	Subtotal Annual Indirect Start Costs (pla	Suotota Afinuai muirett staff costs (plamning, purchasmig, load, equip/attivity prep, ett	, equip/ activity prep, etc)		\$ 5,113.72		+				-	-			Ī			
TOTAL ECT	Subtotal Annual Estimated Utility Cos TOTAL ESTIMATED ANNIJAL COST	Tility Costs					+	-		+	+	+			T	-	+	
Estimated M	Estimated Maintenance Cost Per Acre	Per Acre					+				-	_						
Estim ated M	Estimated Maintenance Cost Per Square Foot	Per Sauare Foot					L			İ		L						
							-				-	_		-		-	-	