

## **CITY OF WHITEFISH EXTENSION OF SERVICES PLAN**

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**Note:**

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## **INTRODUCTION**

This extension of services plan is intended to be used as a guide for the provision of city services to those areas of the city not served at this time, and for territories to be annexed into the city. The plan will serve three basic objectives: (1) to meet Montana statutory requirements for annexation of lands; (2) to provide a logical framework, in concert with the Whitefish Wastewater Utility Plan, 2006; the Whitefish Wastewater Utility Plan, 2006; the Whitefish Stormwater System Utility Plan, 2006; the 2007 Whitefish City-County Master Plan, the Southeast Whitefish Transportation Plan, 2001; and the Bike and Pedestrian Pathways Master Plan, 2007, to guide future growth of the community; and (3) to establish policies which clearly identify methods of financing and extending municipal services and the party or parties responsible.

### **Statutory Requirements**

In order to satisfy statutes 7-2-4731, M.C.A., "Plans and Report on Extension of Services Required," and 7-2-4732, M.C.A., "Contents of Plan For Extension of Services," the City of Whitefish is required to show how it will provide services to areas proposed for annexation. Specifically, such a plan must establish at least a five-year urban growth boundary based on availability of water, sewer, storm drainage, solid waste disposal, streets, police protection and fire protection.

If it becomes necessary to extend streets, water, sewer, or other, municipal services into an area to be annexed, the plan must set forth a proposed timetable for construction and show how the municipality plans to finance extension of these services. If the area to be annexed is currently served by adequate water, sewer and streets, and no capital improvements are necessary, the municipality must provide plans of how it intends to finance other services, mainly police protection, fire protection and solid waste disposal, as well as how it will continue utility service.

The location of the urban growth boundary is determined by considering available undeveloped and underdeveloped lands in the context of existing municipal services and the logical extension of these services into undeveloped land. In addition, past community growth trends, as well as existing community growth stimulants and deterrents, are taken into consideration in projecting growth area boundaries.

The proposed growth boundary should also conform to the adopted City-County Growth Policy and, whenever practical, should use natural topographic features such as ridge lines, streams or creeks as boundaries. If a street is used as a boundary, land on both sides of the street is included in the growth area.

### **Relationship to the Whitefish City-County Growth Policy**

This Extension of Services Plan, by reference, hereby incorporates the Whitefish City-County Growth Policy, 2007. The Growth Policy has been used as a source of technical information presented in this document. The adoption and implementation of this plan will assist the City in achieving the goals and objectives of the Growth Policy.

## **URBAN GROWTH BOUNDARIES**

The urban growth area is the projected service area in which municipal services can or may be extended over a period of 5 -10 years, depending upon needs and demand. Boundaries of the urban growth area are established based on prevailing and anticipated growth trends, with consideration given to growth stimulants as well as growth deterrents or impediments. Population and economic trends that affect community growth or decline are also critical factors which should be analyzed in order to accurately establish urban growth area boundaries.

### **Economic Conditions and Population Trends**

The Flathead Valley is the economic hub for a five-county area. The valley is home for a population of roughly 85,000 persons and 29,558 households, though its retail, financial, professional and medical services are utilized by more than 130,000 people residing in the five-county trade area. The 2007 Census estimate of population for the City of Whitefish of nearly 8,100 residents is a 60% increase since 2000, making Whitefish the fastest growing city in the state of Montana. The 2005 population estimate for the entire planning jurisdiction area is around 11,500.

The area's population continues to grow at a steady pace with the potential for accelerated growth over the next twenty years. From 1990 to 2000, the population growth of Flathead County had a 26% increase, and it has continued to grow at a rate of 2% a year.

The following documents can be consulted for information relative to the area's socioeconomic trends and conditions: The 2007 Flathead County Growth Policy, the 2000 Federal Census, State of Montana Census and Economic Information Center, and the Whitefish Area Chamber of Commerce Annual Profile.

### **Physical Growth Trends**

Due to population increases, a greater demand for utility services and other factors, the City of Whitefish physically expanded numerous times between 1997 and the end of 2008, adding 5323 acres of land to its municipal boundaries.

While ongoing small scale annexations of individual properties connecting to City utilities have a minimal affect on the actual City boundaries, the City

has had many significant large subdivisions and Planned Unit Developments annex in, and they initiated several other annexations to bring in neighborhoods that were on City services.

The annexation of the Iron Horse subdivision in 1997 extended the City limits north producing more than a 12% increase in the total area of Whitefish. In 1998, 177 acres were annexed by the City in South Central Whitefish (Karrow Avenue/Highway 93 West), 36 acres on Lake Park and Patton Subdivision, 161 acres at Second Street/Armory Road, 100 acres at Colorado and Texas Avenues, and 14 acres on Nelson Lane, for a total of 510 new acres. 1338 acres were voluntarily annexed into the City between 1998 and 2005. In 2005, 95 additional acres of private land were annexed, as well as 3,458 acres of Whitefish Lake that the City annexed up to the low water mark. 2006 saw 56 acres of land added to the city limits through voluntary annexation. In 2007, 32 acres were added, and 376 acres were added in 2008.

There exist certain "influencing factors" which can either stimulate or impede the physical growth of a city. In conjunction with the ability to provide services, these influencing factors must also be given consideration in the establishment of future service and growth area boundaries.

### **Impediments to Growth**

The identified impediments to growth in and around Whitefish are the lack of and high cost of extending infrastructure, important lands of agricultural significance, volume of land under public or corporate ownership, soils unsuitable for development, seasonally high groundwater, and steep slopes.

Many areas on the outskirts of Whitefish have no nearby utility services and other infrastructure available. Additionally, the cost of extending roads and utility services increases every year, making it more difficult for new subdivision developments to pencil out.

Certain lands to the east and southeast of Whitefish have been identified as agriculturally significant and recognized as a finite resource. These areas are the most likely to be developed as residential subdivisions. The 1996 Whitefish City-County Master Plan contained a number of goals and objectives aimed at protecting prime agricultural lands within the planning jurisdiction. The plan stated a specific goal that would "conserve agricultural lands by allowing limited conversion only if those areas are not productive or are needed for proper urban expansion." The 2007 Whitefish

City County Growth Policy removed map designations for important agricultural lands, and has more indirect objectives with regard to agricultural lands. In Recommended Action 11, under Economic Development, it states: “Establish low-density and rural zoning districts in local farming areas, and protect existing operations to the extent possible through agriculture indemnity statements on plats and prior notice conditions of approval”. Land Use Goal 3F states: “Preserve important rural lands and agricultural land uses that surround the community.” Additionally, the 2007 Growth Policy has established some limitations on growth in areas currently designated as agricultural lands under Policy 3 I: “Land designated Rural or Rural Residential on the Future Land Use Map shall not be redesignated by the City of Whitefish through a Growth Policy amendment, neighborhood plan, or subarea plan, except as set forth in the Implementation/Intergovernmental Element, until at least 50% of the previously entitled dwelling units, as depicted on the Approved Entitlements Map dated September 20, 2007, is actually constructed.” That policy is set to be reviewed after two years.

Large tracts of land under public or corporate ownership are located north of Whitefish and along the west shore of Whitefish Lake. The vast majority of land north of Whitefish Lake and the Whitefish Mountain Ski Resort is either federal or state owned timberland which is managed for multiple uses, including logging, hunting, fishing and general recreation. Substantial acreage north of town, but south and east of the Whitefish Mountain Ski Resort, is owned by Stoltz Lumber Company, which has traditionally managed their property for timber harvesting but over the last several years has started to be involved in land development. Also, the west shore of Whitefish Lake, north of the Lion Mountain subdivision, is owned predominantly by the Burlington Northern Santa Fe Railroad, with railroad tracks at the water’s edge, who have not demonstrated a trend toward development of their lands.

The existence of certain types of soils renders some areas of the valley unsuitable for urban development because of low permeability. These soils, composed of fine silts and clays, are predominant in the Whitefish area. Although some soils may be unfavorable for development, most disadvantages can be overcome through engineering solutions and construction techniques. It should be noted that while the disadvantages these soils can be overcome, such circumstances will likely result in added expense to the public, in providing services such as streets, sewer and water service, and storm drainage, and to the property owner, in terms of construction and engineering costs.

Seasonally high ground water is found throughout the Whitefish area, typically along the valley floor. Properties at lower elevations to the northeast, east, south and southeast of town are severely limited in their ability to accommodate on-site sewage disposal systems. Expensive construction techniques are required throughout the Whitefish area to build stable, long lasting roads.

Slopes generally exceeding twenty percent (20%) are considered an impediment to urban development. Development on such slopes, including buildings, roads, driveways and other improvements, can have significant impacts on existing drainage patterns, riparian vegetation, wildlife, adjacent (particularly downhill) properties, and the existing natural scenic qualities of the community. While the City of Whitefish is generally situated on the valley floor, instances of steep slopes are typically in the areas north and west of the City.

### **Growth Stimulants**

Growth stimulants can be defined as any pressure exerted upon a city which may cause or encourage that city to grow in a particular direction. Growth stimulants may be physical factors such as a scenic environment or a proximity to services and/or utilities. An attractive quality of life or a strong economy can also stimulate the growth of a city. The physical beauty of the Flathead Valley and its perceived quality of life has spurred substantial growth in recent years. The greater Whitefish area is expected to continue to attract its share of the area's overall population growth, mainly due to its appealing life style and proximity to Glacier Park, Whitefish Lake and the Whitefish Mountain Ski Resort.

### **Prevailing Growth Patterns**

The prevailing growth patterns in the Whitefish area, and the probable growth stimulants associated therewith, are as follows:

#### North

- East Lakeshore Drive

This area has been fairly extensively developed with a mixture of suburban density subdivisions and larger lake front parcels. Steep slopes and the presence of public lands generally limit development potential to a narrow strip of land between East Lakeshore Drive and

the lake. While several individual properties have yet to be developed, the potential for future large scale subdivisions appears to be limited.

The Rest Haven, Deer Run and Lakewood Estates subdivisions, approximately a mile and a half north of the City limits, are presently connected to the City sewer by a pump station and pressurized force main. Un-served properties along both sides of the road between the City limits and the Lakewood Estates subdivision can potentially be served by the City sewer, if the cost of system upgrades, additional pump stations, force mains and collection facilities prove to be feasible for a given project. Although sewer service to properties north of the Rest Haven subdivision is not anticipated in the foreseeable future, a dry force main was installed by the City to accommodate that area when service is needed.

- Big Mountain Road

The area accessed by the Big Mountain Road includes a few urban density subdivisions in the vicinities of the Whitefish Mountain Ski Resort and Ptarmigan Village. The popular destination ski resort is the stimulus for this growth, which can be expected to continue. Although the subdivisions in the Big Mountain village area are served by City sewer, the distance from other City services, such as street maintenance and police protection, precludes the possibility of annexation in the near term. Sewage treatment for the Ptarmigan Village area is provided through an aerated lagoon system with spray irrigation disposal of treated liquid effluent, currently in need of upgrades or a connection to city services.

The 228 acre Lookout Ridge subdivision between Ptarmigan Village and Big Mountain Village was approved and annexed into the City in 2008, adding approximately 139 home sites. It will have a private water system maintained by a homeowner's association, but the sewer will connect with the City sewer system in Iron Horse Subdivision.

Although several homes have been built along the lower reaches of the Big Mountain Road, steep topography is expected to deter urban or suburban scale subdivisions and subsequent annexation.

- Murdock Lane - Iron Horse Drive

Another road extending to the north edge of the City limits is Murdock Lane which becomes Iron Horse Drive within the Iron Horse Subdivision. This road provides primary ingress and egress to the Iron

Horse Subdivision, which includes 265 home sites (86 of which have been developed thus far) and another 50 or so cabin sites, as well as golf course, club house, restaurant, and other facilities. The 234 acre site was annexed into the City in 1997 and another 180 acres, more or less, was annexed in 1978 along with the Suncrest subdivision. All new streets, water, sewer and storm drainage systems were installed by the developer. The water system, the storm drainage system and all streets other than the lower reaches of the main access road are privately owned and maintained by the developer or the homeowner's association, with streets open to the public. The sewage collection system is owned and maintained by the City.

- Reservoir Road

Reservoir Road provides the sole ingress and egress for several subdivisions and other scattered development along this mile long dead end road. Most of the vacant land in this neighborhood has been previously subdivided into parcels 2 acres and larger in size which are expected to utilize the Northwoods community water system or private water wells, as well as on-site sewage disposal systems. Although growth can be expected to continue at a steady pace, the pattern of relatively large lots is expected to deter the extension of City utilities beyond the lower reaches of Reservoir Road.

As the name implies, the City water reservoir, as well as the site of a water treatment plant, lies one-half mile up from the City limits on Reservoir Road. A few lots between the City limits and the reservoir are connected to the City water system. This pattern of usage is expected to expand gradually and lead to the eventual annexation of lands along the lower stretches of this road.

### Northeast and East

- Texas Avenue and Denver Street

Texas Avenue and Denver Street are two dead end roads extending to and beyond the City limits at the northeast quadrant of the City. Utilities will soon be extended to the end of Texas Avenue for the Hidden Hills subdivision. Urban density development exists out to the city limits but is sparse beyond, due to the lack of existing municipal sewer services and limited potential for on-site sewage disposal due to seasonally high groundwater.

- East Edgewood Drive

East Edgewood Drive provides a vital link to the City for a rural agricultural area, several small private developments and other scattered suburban agricultural development located well beyond the urban growth boundaries of the City. The master plan shows suburban residential development adjacent to East Texas Avenue, agricultural lands further east and industrial areas along the BNSF tracks. The only development in the immediate vicinity of the City is served by wells and on-site sewage disposal systems. The 26 acre Edgewood Industrial business park received Final Plat for the corner of East Edgewood and East Second Street, which is dependant on the extension of municipal sewer across the railroad tracks at Cow Creek. Once extended, this area could experience additional growth pressure as more agricultural zoning is changed.

- East Second Street

East Second Street also provides a link to the same area as does East Edgewood. This road crosses the BNSF tracks before it joins with East Edgewood at the eastern edge of the urban growth boundary. Urban density development, with access to both City water and sewer, exists west of the railroad crossing and agricultural development prevails beyond. No city services are currently available beyond the railroad tracks. It is not anticipated that water or sewer will be extended to the agricultural areas in the foreseeable future until the Cow Creek interceptor is extended beyond the railroad property.

- Armory Road

Armory Road connects East Second Street with Voerman Road. The section located within the urban growth boundary is served by both City water and sewer and is mostly developed to urban densities. Some potential for growth exist south of the road and also east of the City softball complex. A pressure sewer main was extended approximately one-half mile east of the Hueth Subdivision.

## Southeast

- Voerman Road

Voerman Road is a collector for the mostly agricultural area southeast of the City. Rural residential and suburban agricultural development has steadily occurred along Voerman Road displacing some of the smaller agricultural tracts. The soils in the area limit on-site sewage

disposal to larger lots. Since the master plan lists virtually all of this area as important productive farmlands it is doubtful that any major development will happen within a five to ten year planning window.

- Monegan Road

Monegan Road serves a rural agricultural area similar in nature to Voerman Road. The sewage treatment plant is in the vicinity, accessed off of Monegan Road, and potential odors from the plant should limit future land use. Public Works has recommended an agricultural buffer of 4000 feet around the plant. Other than the sewer plant site, the area is mostly agricultural. The area also suffers from high ground water issues, silty clay soils, and flat topography that limits effective drainage. There has been increasing pressure to redevelop the area as suburban residential, with an 82 lot residential subdivision preliminarily approved at the Southwest corner of Monegan and Voerman roads.

- J.P. Road

J.P. Road is a short east west link between the south end of the City along U.S. Highway 93 and Monegan Road. The area has seen some transitioning from agricultural to suburban densities on the West side of the river due to recent sewer extensions along Highway 93 South.

## South

- Highway 93

The annexation of the highway corridor north of Highway 40 and the extension of services in that area impacted development along Highway 93 South. Commercial zoning is currently in place along both sides of the highway to its intersection with Highway 40. Although the City Council has made a policy statements in the past that services should not be extended south beyond that intersection, there is the potential to extend utility services at least as far as the Blanchard Lake Road intersection.

## Southwest

- Karrow Avenue

Karrow Avenue is currently developed as rural residential properties. The density is limited due to a lack of municipal utility service, although water was recently extended to Karrow Avenue through the new Whitefish Assembly of God property from Highway 93. While higher

density development will eventually occur due to the availability of services, current zoning and master plans call for the area to remain low density agricultural.

### West and Northwest

- Highway 93 North

The areas to the west and northwest are primarily served by Highway 93 North. The current zoning is primarily residential with lots over 1 acre. Water and sewer service is extended to State Park Road and is generally limited beyond that due to topography. As services are incrementally extended past State Park Road, further urban density residential development will occur, such as the recent Highway 93 LLC development. Development on the west side of Whitefish Lake is limited by the location of BNSF tracks.

### Infill

The undeveloped land within the City limits is limited, but there are several areas with infill development and redevelopment potential. The neighborhoods between Wisconsin and Dakota Avenues, immediately south of Glenwood Road, and between Wisconsin and Colorado Avenues, immediately north of East Edgewood Drive are predominantly vacant lands with development potential.

### **Projected Growth Area**

It is recognized that there are no overwhelming barriers that would impede the physical growth of the city during the next five years, although productive farmland to the east and southeast may be a limiting factor in the long term. Large subdivisions with private roads to the north and west may pose some deterrent to growth by limiting access between new development and the City. The growth patterns discussed above, particularly the availability of city utilities, will presumably steer the future urban growth of the City of Whitefish.

The boundaries of the future service area of Whitefish (the extent to which the city is willing and able to extend services) have been conceived on the basis of the city's historical growth, recent growth trends, growth stimulants and impediments, population projections, current zoning, the anticipation's

of the Whitefish City-County Master Plan and the general physiography of the vicinity.

Exhibit 'B' illustrates the projected Urban Growth Boundary.

## **EXTENSION OF CITY SERVICES**

A number of studies have been done to determine the effects of various types of development on a municipality's cost outlays. These studies have consistently shown the net public costs resulting from low-density sprawl development are higher than those resulting from higher density developments of the same number of homes. In simple terms, it costs more to extend sewer and water service, to provide police and fire protection, to fund road repair, to send out school buses, and to provide refuse collection service when homes are spread out than when they are proximate to existing services and facilities.

In order to achieve compact, orderly and efficient urban growth, plans for the extension of municipal services into growth areas must be developed and implemented. In addition to identifying the services available and a plan to physically provide those services within a defined service area, it is also essential to both identify the party responsible for service extension and a method of financing the extension.

The services which are considered for extension into the future growth areas of the city are streets, sanitary sewer, storm sewer, water, police protection, fire protection and solid waste collection.

### **Streets**

The transportation network within and around a community plays a significant role in its physical development and growth. This network of streets, roads and highways should be coordinated to form a system that not only provides efficient internal circulation, but one that also facilitates through traffic. Since streets serve two basic functions, moving traffic and providing access to abutting lands, each street should be classified and designed for the specific function or combination of functions it is designed to serve. This functional classification system forms the basis for planning, designing, constructing, maintaining and operating the street system. For these reasons urban streets are generally designed and developed in a hierarchy comprised of the following types:

#### Major Arterials

A major road or highway with moderate to high speeds and high traffic volumes. Major arterials provide access to the regional transportation network, and move traffic across the county and between cities and

communities. Access to abutting lands is limited. Traffic volumes would typically exceed 15,000 vehicles per day.

### Minor Arterials

A major road with moderate speeds designed to collect or move traffic from one major part of the community to another or to move traffic to and from the major arterial system. Traffic volumes would generally range from 5,000 to 15,000 vehicles per day.

### Collectors

A secondary or intermediate street with moderate speeds and low to moderate volumes. Such streets would collect local traffic from neighborhoods and carry it to adjacent neighborhoods or transfer the traffic to the arterial system. Such streets would typically serve a neighborhood or area with 150 or more dwellings and carry 1,000 to 5,000 vehicles per day.

### Local

These are minor streets intended to serve individual sites, buildings or lots, and provide access to residential neighborhoods. Local streets either feed into collectors or provide destination access off of collectors.

Arterial and collector streets within the Whitefish limits are listed according to functional classification in the 1998 Whitefish Transportation and Storm Drainage Plan. This document and the supplemental Street Reconstruction Priority Ratings, prepared by the Public Works staff, were developed as a tool for scheduling reconstruction, overlays and preventative maintenance for public streets, excluding State and Federal highways, in the projected urban boundary. The City of Whitefish street system currently includes 69.5 miles of streets and alleys.

The city is in the process of reviewing drafts of the proposed 2009 Whitefish Transportation Plan update. That plan will identify priority projects for the Whitefish and surrounding street systems, which, if implemented, result in a benefit to existing traffic system performance. The proposed improvements will also serve future development needs as urban development expands into the adjacent rural areas surrounding Whitefish. The plan, in addition to identifying deficiencies and recommending improvements, will also identify potential funding sources.

The top priority projects identified in the plan will involve, for the most part, either arterials or collectors. All new development, pursuant to annexation

which further impacts the existing or proposed street network will be subject to conditions of approval intended to mitigate said impacts. It will be the responsibility of the developer of a new subdivision to provide streets built to city standards, including curbs, gutters, sidewalks, boulevards, street signs, street lights and street trees. Standards for such improvements are contained in the City of Whitefish's Subdivision Regulations and the City's Standards for Design and Construction. The POLICY section of this plan supports these requirements.

The City of Whitefish also levies a Special Street Maintenance Assessment on properties within the city. This assessment provides for snow removal and deicing, asphalt patching and overlays, street sweeping and sprinkling. Currently, the assessment is \$2.19 per foot of property frontage on the public right of way for residential properties and \$2.80 per foot for commercial properties.

### **Street Maintenance**

The City of Whitefish maintains, sweeps and plows most dedicated streets within the incorporated area, while the Montana Department of Transportation maintains and plows U.S. Highways 93 and Wisconsin Avenue through the city.

The City's equipment is generally adequate for the present snow plowing needs, although in the event of an unusually heavy snowfall the city will contract with local operators for assistance. The need for additional equipment and personnel should be determined and coordinated as the city grows.

A portion of the above-described Special Street Maintenance Assessment helps fund the city's snow plowing program.

### **Sanitary Sewer**

A sanitary sewer system is a network of sewers used to collect the liquid wastes of a city for subsequent treatment. The location and capacity of main sewer lines and treatment plants are a factor in determining both the density and location of development within a community. Generally, the design of main sewer lines and plant capacity is reflective of anticipated land uses and population projections of a predetermined "service" area.

Sewage is generally collected by a gravity flow system, wherein sewer lines are laid out in a manner as to flow continually downhill. Where grades are insufficient to provide gravity flow, pressurized sewer collection systems or pumping of the sewage becomes necessary. Adding pump stations to the system correspondingly adds expense and maintenance and replacement needs and is generally discouraged. Pressurized sewer collection systems with privately maintained grinder pumps are becoming more common where gravity sewer systems are not feasible. The City Public Works Department currently maintains more than 65.5 miles of gravity and pressure sewer mains, 15 major sewage lift stations and 68 individual, single and multi-family sewage pumping systems or septic tank effluent pumps.

The City of Whitefish operates an aerated lagoon wastewater treatment plant with secondary treatment by chemical phosphorus removal. The plant is located on the southeast edge of the city on Monegan Road. The current treatment plant is designed to accommodate a flow of approximately 1.8 million gallons per day (mgd). A plant of this capacity is able to serve a population of approximately 10,000. The plant is currently treating an average of .82 mgd of effluent, with .25 mgd of capacity allowed for infiltration and inflow of storm water.

The 2006 Wastewater Utility Plan recommended several priority capital improvement projects for the wastewater treatment and collection systems. Most of the projects recommended for the first five-year time frame have been completed or will be completed by the spring of 2009. These improvements will increase the treatment plant capacity to approximately 2.3 mgd and serve the projected population of Whitefish until 2025 and beyond. Regulatory compliance will drive future improvements at the wastewater treatment plant.

High groundwater infiltration and storm runoff inflow have a significant negative impact on the city's collection and treatment systems. Infiltration and inflow are extraneous clear waters which can enter the sewer collection system and thus reduce the carrying capacity of the collection, pumping and treatment systems. As the amount of infiltration and inflow is reduced, the ability of the plant to serve a larger population is increased. Although much inflow due to storm runoff has been eliminated through the construction of underground storm drainage facilities, elimination of cross-connected stormwater catch basins and disconnection of roof drains from sanitary sewer lines, aging sewer lines and illegally connected basement sump pumps are still a serious problem. Storm drainage is being improved as the city's street reconstruction program proceeds.

The design of new sewage collection systems must meet the current requirements of the Montana Department of Health and Environmental Sciences, the Montana Public Works Standard Specifications, the city's Standards for Design and Construction and the policies for extending services described in this plan.

Outside the city limits, Whitefish is ringed by areas of suburban residential development with on-site sewage disposal systems. During the next five years, and beyond, the influences of continued property development, failing on-site sewage disposal systems, and the State's Water Quality and Non-degradation Rules may combine to bring many of these areas onto the city's sewer system.

The Big Mountain Sewer District [BMSD] owns and maintains their own sewage collection system, but sewage treatment is provided by the City wastewater treatment plant through an interlocal agreement.

Sewer collection system improvements within the Big Mountain Sewer District are designed and constructed in accordance with the Montana Department of Health and Environmental Sciences, the Montana Public Works Standard Specifications, the city's Standards for Design and Construction.

Throughout the Whitefish sewer service area, detailed engineering studies are required to determine the appropriate size, location and type of collection system based on the long- range needs of the development and area(s) surrounding the development site.

### **Storm Water Management**

Storm water runoff is the water flowing over the surface of the ground as a result of a rainfall or snow melt. The primary goal in the management of storm water runoff is to minimize hazards to life and property. This is accomplished by using storm sewers, ditches, swales, ponds and treatment facilities to manage, collect and carry surface water to a natural water course or body of water in such a way as to prevent flooding and the resultant damage.

The 2006 Stormwater System Utility Plan identifies drainage basins in the Whitefish area. The stormwater collection facilities within the planning area are generally limited to the central portion of the City. In general, the

collection system consists of plastic pipe ranging in size from 8-inch to 42-inch. Concrete manholes and catch basins collect runoff and convey it to outfalls in the Whitefish River, Cow Creek or Whitefish Lake. There are currently fifteen basins that drain to the river through fifteen separate outfalls. Four basins drain to Cow Creek through six different outfalls, and twenty-five basins drain to Whitefish Lake through three separate outfalls. Five of the largest basins flow to detention ponds that provide primary treatment before discharge to the surface waters. Four smaller basins have infiltrators or ponds with no outlet where runoff is collected and percolates to groundwater. Two other basins have no outlet to surface waters but have no developed ponds or infiltrators. The remainder of the basins have no formal conveyance system other than roadside ditches and culverts channeling flow to the river or lake.

As new city streets are constructed, and as existing streets are improved, storm drainage infrastructure will be installed or improved. Those persons developing property have the responsibility to convey storm water from their property to an appropriate point of disposal. The quantity and rate of runoff from a developed piece of property should not exceed that which would occur had the property remained undeveloped. In instances where developing property cannot be drained to an appropriate point of disposal, storm water must be detained and handled on site.

Clean Water Act regulations currently require storm water treatment for urban areas with populations in excess of 10,000. It is expected that expanded storm water regulations will apply to smaller communities in the near future.

## **Water**

The mission of the Whitefish Water Department is to provide safe, potable drinking water for the needs of their domestic, institutional, industrial and commercial consumers and to provide adequate pressure and flow to meet irrigation demands and fire fighting needs.

Water for the Whitefish community is supplied by two surface water sources, Haskill Creek and Whitefish Lake, which are treated at the 4.0 million gallon per day (mgd) direct filtration water treatment plant prior to distribution to the customers. The Haskill Creek supply is a gravity system that is impounded in an 8.8 million gallon open reservoir prior to treatment. The Whitefish Lake supply is pumped directly to the treatment plant by a pumping plant located on the shores of Whitefish Lake. The water

treatment plant meets all the current and projected requirements of the Federal Safe Drinking Water Act (SDWA).

Water storage tanks are used to equalize pressure throughout the 61.5 mile-long distribution system and to provide emergency supply in case of an interruption of power or a failure of pumping equipment. They also provide the flow necessary to meet peak demands. The amount and location of stored water represents a key component of the water system's ability to deliver water for the purpose of fire suppression. The city water distribution system currently has four pressure zones, three of which are served by separate booster pumping stations. The primary pressure zones utilizes two storage tanks, on Reservoir Road and on Grouse Mountain, with capacities of 1 million gallons and .75 million gallons. respectively.

Under the requirements of the SDWA, the water supply is tested for a wide variety of contaminants on a regular basis. Extensive testing for coliform bacteria, giardia cysts, lead and copper, and a wide range of metals, solvents and pesticides has shown that Whitefish's water is of the highest quality.

This water service plan is developed to guide the extension of water mains into areas of growth as and when development occurs. The plan is based on the objective of providing adequate water flow to meet household, commercial, industrial and irrigation demands, while meeting fire protection needs as well. The distribution system must be able to deliver water in sufficient quantity to all residents at all times. Ideally, a water distribution is of a grid layout with supply and storage facilities strategically located to equalize pressure during periods of heavy usage. Dead-end lines should be avoided to eliminate stagnant water and to reduce the number of customers who would be out of water during periods of line repair.

The provision of water for fire fighting purposes is as important as, and as consumptive as, that required for domestic and commercial uses, and must be considered when evaluating transmission, storage and distribution facilities.

### **Solid Waste Management**

Solid waste collection and disposal services are provided within the City by North Valley Refuse, a private hauler, under contract with the City. Refuse collected within the city limits is transported by North Valley Refuse

to the Flathead County landfill located approximately five miles south of Whitefish.

The city contract provides for weekly residential pick-up of refuse while businesses receive, if needed, multiple pick-ups each week. The demand for solid waste collection is typically proportionate to the size of the community. Therefore, as the City of Whitefish accepts annexations, its solid waste service area will increase as well.

The extension of this service to newly-annexed areas is subject to the provisions and limitations of 7-2-4736, M.C.A., as follows:

1. A municipality that annexes or incorporates additional area receiving garbage and solid waste disposal service by a motor carrier authorized by the public service commission to conduct such service may not provide competitive or similar garbage and solid waste disposal service to any person or business located in the area for 5 years following annexation, except:
  - a. Upon a proper showing to the public service commission that the existing carrier is unable or refuses to provide adequate service to the annexed or incorporated area; or
  - a. After the expiration of 5 years, if a majority of the residents of the annexed or incorporated area sign a petition requesting the municipality to provide the service.
2. If a proper showing is made that the existing carrier is unable or refuses to provide adequate service to the annexed or incorporated area or, after the expiration of 5 years, if a majority of residents sign a petition requesting service from the municipality, the municipality may provide garbage and solid waste disposal service to the entire annexed or incorporated area.
3. For the purposes of determining whether an existing motor carrier provides adequate service, those services provided by the carrier prior to annexation are considered adequate services.

The refuse contract also provides for recycling efforts in the form of local drop off sites for aluminum cans, cardboard, newspaper, magazines, office paper and plastic products. Four sites are located throughout the community for residential recycling and cardboard recycling only is provided at thirteen locations in the downtown business district for commercial customers. The sites are maintained and serviced by North Valley Refuse.

## **Fire Protection**

Fire protection is dependent upon the size and type of fire protection work force, availability of adequate water, type of equipment, and the response time involved.

The current fire department, which is a combination of paid and volunteer personnel, serves a growing population at a conservative figure of approximately 12,000 people in the City of Whitefish and the Whitefish Fire Service Area. The residents within the city limits are levied a city fire tax while the residents of the rural fire service area have a set fee for residential and businesses which is paid through their county taxes and levied back to the Fire Service Area. The Whitefish Fire Department then contracts with the Whitefish Fire Service Area.

The Whitefish Fire Department serves the City of Whitefish and the Fire Service Area of approximately 85 square miles outside the city limits. In order to furnish fire protection for property within the city and existing fire service area, Montana law grants the department authority to provide adequate fire fighting apparatus, equipment, housing and facilities. In addition, the department has authority to request special fire district levies when necessary. Mutual aid between the Whitefish Fire Department and departments outside the Whitefish Fire Service Area provides that manpower and equipment can be requested by any of the departments if additional assistance is needed.

Currently, the Whitefish Fire Department has been evaluated by the Insurance Services Office (ISO) and has an insurance class four (4) rating in the city and a rating of dwelling eight (8) in the Fire Service Area. The department has eight paid personnel. Two administrative (Fire Chief, and Assistant Fire Chief/Fire Marshal), as well as eight line firefighters. The volunteer staffing is currently at 10 firefighters. Fire apparatus and major equipment include the following:

Station #1:            1979 Pierce/Dodge - 350 g.p.m. quick-attack pumper  
                             1994 Central/Spartan - 1500 g.p.m. pumper/tender  
                             1997 Central/Spartan - 1500 g.p.m. pumper/tender  
                             1997 Central/Spartan - 1250 g.p.m. rescue/pumper  
                             2000 Horton/Ford – Type III ambulance  
                             2003 Horton/Ford – Type III ambulance  
                             1991 Achilles/Yamaha - rescue boat  
                             1995 Ford F-150 4X4 Assistant Fire Chief pickup

2002 Ford Explorer 4X4 Fire Chief vehicle

Station #2: Located south of the city on the corner of Whitefish Stage and Hodgson Road.

1968 Howe/Duplex - 1250 g.p.m. pumper  
1982 Grunmam/Ford - 1250 g.p.m. pumper/tender  
1984 YankeeCoach/Ford - type III ambulance  
1993 RoadRescue/Ford - type III ambulance

City Beach: 2006 Neoteric Hovercraft 65HP Rescue Craft

Currently, hydrant locations in the city could be considered adequate in most areas. The proposed annexations will require additional hydrants in all these areas and an improved water delivery system such as mains and adequate fire flows.

Additional paid firefighting personnel are also required for future growth, not totally contingent upon annexations but by the increased growth, development, and increased emergency calls in both the city and rural areas. Currently the Whitefish Fire Department answers over 2100 calls each year.

Funding for the Whitefish Fire Department is from three sources:

1. The City general fund, through transfers, covers much of the cost of operation, wages, and maintenance of fire services;
2. The ambulance fund, supported by ambulance transport fees, covers operations, maintenance, wages, and vehicle replacement costs;
3. Contracted fees with the Whitefish Fire Service Area are used for maintenance, wages, operation, and fire apparatus for the Fire Department.

Thanks to a recent levy the Fire Department is hoping to put on 6 to 7 additional Firefighters in the very near future and begin 24/7 full time coverage for its citizens. Also, the City of Whitefish was awarded a \$650,280 federal SAFER (Staffing for Adequate Fire and Emergency Response) grant from the Federal Emergency Management Agency (FEMA). The City of Whitefish will receive these funds annually for four years, on a declining amount basis. These funds will be used to

implement the 24/7 program for the Fire Department to go to a round the clock operation with three shifts.

### **Law Enforcement**

Police protection is one of the essential services that should be adequately and efficiently available to every citizen. The Whitefish Police Department, headquartered in City Hall, currently has a staff of sixteen full time police officers, four full time dispatchers, one full time animal warden, parking enforcement officer, four part time police officers, three part time dispatchers, and a part time parking enforcement officer. The primary service area is within the city limits; however, the department is party to an Interlocal Agreement with the Flathead County Sheriff's Department for mutual assistance. Upon request from the County, and depending upon availability, the Whitefish Police Department will respond to calls for assistance outside of the City. In return, the Flathead County Sheriff's Department responds to calls for back-up and assistance within the City upon request.

At any given time the Whitefish Police Department is influenced by a much larger population than the eighty five hundred residents of the city. As a tourist destination, the City of Whitefish is estimated to have an average daytime population over fifteen thousand during the peak summer months. These factors obviously impact the efficiency and effectiveness of the police force. Other factors that impact the department are the number, frequency and location of crimes and traffic accidents. As the city grows both physically and in terms of population, it will be necessary to staff and equip the police department accordingly.

### **Parks and Recreation**

The City of Whitefish Parks and Recreation Department has developed plans and goals for the next several years. The following is a brief description of the park facilities and program services that are either in existence or planned for future development.

#### Armory Park

Armory Park is 25 acres in size and is located at 305 Armory Road. The facility includes 4 softball fields, 1 soccer field (within the softball field area), a 5 acre dog park, a bicycle dirt jump park, a 15,000 square foot skate park, and a 4,000 square foot multi-use building. This facility could be defined as the largest multi-use facility in our inventory of parks. Immediate

plans call for the further development of the dog park area, placement of an irrigation system in the softball fields along with permanent restrooms and concession facility. In addition, parking lots will be developed adjacent to the softball fields and the dog park. Additional building improvements have been identified for the multi-use building, including floor covering, new roofing and a new heating system. An approved Armory Park Master Plan exists identifying all of the proposed park improvements.

#### Baker Park

Baker Park is part of the 8 acres that adjoin the Whitefish River which includes Riverside Park. Baker Park is bordered by Baker St. on the west side, Central Ave. on the east side and 5<sup>th</sup> St. on the north side. Baker Park contains two play equipment areas each designed for age appropriate use, a prefabricated restroom building, one gazebo, dock access to the Whitefish River, and a large grass area. The Whitefish River Trail runs along the southern portion of the park. Upcoming plans will include the installation of donated park benches at each of the play areas and the installation of landscaping surrounding the restroom facility.

#### City Beach

City Beach consists of a 3 acre park located along the shore of Whitefish Lake. The facility includes a boat launch, a roped off designated swim area with a floating dock, three picnic gazebos, restroom facilities, snack bar, staff office, a rental equipment facility, and an adjoining parking lot. This facility also includes an over flow parking lot located on the corner of Edgewood Ave. and Washington Ave. City Beach also contains the newly acquired hover craft utilized by the Whitefish Fire Department for lake emergencies. The City Beach facility probably receives the most intense use of the park facilities hosting such special events as the 4<sup>th</sup> of July celebration and multiple athletic events throughout the summer season. Crowds in excess of 3,000 people will attend the 4<sup>th</sup> of July event. Improvements for the future include expanding the floating dock and replacing the retaining wall.

#### Depot Park

Depot Park is a 1 acre park located in downtown Whitefish directly across from the Historic Whitefish Train Depot. The facility contains a statue recognizing the railroad history of the community and small pond area. It currently contains a building that was the site of Parkside Credit Union. Immediate plans for this facility will be to develop a park master plan by the end of 2009. This facility is host to a number of special events during the summer season, including but not limited to: weekly farmers market, art

shows, bicycle racing events, Huckleberry Days, to name a few. Depot Park is a key element to the downtown master plan for Whitefish and serves as a key focal point for the downtown area.

#### Kay Beller Park

Kay Beller Park is a 1 acre park located along the shore of the Whitefish River and is in the downtown area. The facility is adjacent to the Whitefish Senior Citizens Center and the Mountain View Manor assisted living facility. The Whitefish River Trail runs through Kay Beller Park. The facility also has a boat dock that provides access to the Whitefish River.

#### Grouse Mountain Park

This four acre park is located on Highway 93 and Fairway Drive and contains two soccer fields and three tennis courts. The facility also hosts a rest area with seasonally operated restrooms. The parking area (approximately 20 cars) is undersized for the scope of activities that occur at this site. Future plans for this facility include upgrading and expanding the parking lot and the addition of support amenities for the athletic fields.

#### Memorial Park

Memorial Park is a 10 acre site with facilities including a baseball stadium that is used for American Legion Baseball and utilized by Whitefish High School for their football games. The stadium is lighted and includes bleachers, dugouts and a concession stand. Currently the facility is leased to the American Legion Baseball Association (Glacier Twins Baseball) and includes a cooperative agreement with the School District for football use. In addition to this stadium, 3 small little league size baseball fields are on the site, which are leased to the Whitefish Little League organization. The area surrounding these fields includes 2 tennis courts and a basketball court along with some out dated play ground equipment. The park is surrounded by perimeter parking that is not paved. Immediately plans for future improvements would include substantial improvements in the bleachers for the stadium and support amenities for the little league fields including restrooms. Future plans will include the renovation of the tennis courts, upgrading the perimeter parking, repair of the support amenities for the sports fields including bleachers, fencing, irrigation system for the little league fields and a permanent restroom facility.

#### Mountain Trails Park

Mountain Trails Park is a 5 acre park and is the site of the Stumptown Ice Den, our indoor ice skating facility that was constructed in 2005. In addition, it is the location of the Saddle Club activity building, and an

adjoining storage facility. The park area includes paved parking for the above mentioned facilities and 2 outdoor sand volleyball courts. Future improvements to this facility include the placement of signage on Wisconsin Ave., upgrading the volleyball courts, landscaping improvements, and facility improvements to the Stump Town Ice Rink.

#### Riverside Park

Riverside Park is the companion park to Baker Park. Riverside Park is adjacent to the Whitefish River and includes a portion of the Whitefish River Trail and a footbridge connecting the trail to O'Brien Avenue to the south. The park includes a storm water retention pond owned by BNSF that overflows into the Whitefish River. In addition to the trail system, the park includes 3 tennis courts, dock access to the river, and supportive paved parking adjacent to Baker Ave. Improvements for the future include enhancement of the northern entrance to the park at O'Brien Ave., rebuilding the tennis courts, addition of one dock, and additional paved parking at the end of O'Brien Ave.

#### Soroptimist Park

Soroptimist Park is a neighborhood park of approximately 1 acre and contains a small soccer field, and playground equipment. It serves primarily residents of the neighborhood. Future improvements for this park include the replacement of the playground equipment.

#### Whitefish Golf Club

Whitefish Golf Club is 36-hole facility with the original 18 holes located north of the Highway 93, under the ownership of the City of Whitefish and leased to the Whitefish Golf Club. The facility includes a club house, pro-shop, restaurant, and driving range.

During the winter months cross-country skiing is offered on the course with lights for night skiing. As a footnote to the golf course, the current lessee also maintains the City of Whitefish Cemetery, which is adjacent to the golf course. The cemetery is in need of an in-ground automated irrigation system and should be in any plans for future improvements.

#### Whitefish Trails

Currently the City of Whitefish has approximately five miles of paved trails that run throughout the city. Two and a half miles of the trail system runs along Wisconsin Ave. The remainder of the trail system consists of a number of smaller sections that serve specific section of the community. Future plans include the completion of the connecting sections that remain

undeveloped.

The City of Whitefish also has the following undeveloped facilities:

Canoe Park

Canoe Park is a .06 acre parcel located on Riverside Ave. and will serve as an access point to the Whitefish River. Improvements will include a ramp and dock along with supportive parking.

Creekwood Park

Creekwood Park is a four acre undeveloped site within the Creekwood subdivision. Future development of this site will begin with the establishment of a park master plan.

Crestwood Park

Crestwood Park is two and a half acre facility that currently has two horseshoe pits and open space that is minimally maintained. When completed, this facility will primarily serve the residents of the northeast quadrant of the community.

Riverside at Whitefish River

Riverside at Whitefish River is a linear park that is adjacent to the Whitefish River and The Lakes subdivision.

Riverwood Park

Riverwood Park is a 4.6 acre linear park along the bank of the Whitefish River and is a companion park to the Whitefish River Trail.

River Edge Park

River Edge Park is a linear park along the bank of the Whitefish River and will support the Whitefish River Trail.

River Trails Park

River Trail Park is a two acre linear park along the Cow Creek drainage and will serve as a natural area to be retained as open space.

## **RECOMMENDED POLICIES FOR EXTENDING SERVICES**

### **General Policies**

The following general policies shall be pursued for all properties proposed to be developed with or without annexation into the City of Whitefish ("City"):

1. It is the responsibility of the developer or property owner to construct all water lines, reservoirs, pump stations, culverts, drainage systems, sewer systems, roadways, sidewalks, curbs, gutters, street lighting, and rights-of-way in accordance to the Extension of Services Plans contained herein as well as the Subdivision Requirements of the City of Whitefish and the Standards for Design and Construction. The infrastructure improvements shall be of adequate size and design to accommodate the needs of the proposed development. In the event that a development creates impacts requiring off-site improvements, the City Council will determine whether the developer shall wholly or partially bear the costs of such improvements.
2. The developer or property owner shall be responsible for providing fire protection appurtenances and required water flow pressures, to the satisfaction of the City Fire Chief, based on the use of land and the type of construction employed.
3. Water systems and sewer systems shall be designed in such a manner as to avoid the provision of booster pumps or lift stations if feasible. All proposed booster pump stations and lift stations shall receive the approval of the City Engineer.
4. Before a development beyond city limits is allowed to connect to a City-owned utility, an Agreement for Annexation and City Water/Sewer Services form shall be properly filed with the City Attorney.
5. Prior to receiving services, the developer or property owner annexing must initiate and secure a rezone to appropriate City of Whitefish zoning when necessary. If the City initiates an annexation, it will assume responsibility for needed zoning map amendments.

## **Policies for Extension of Services to Undeveloped Areas**

Each development should be considered an integral part of the comprehensive services plan of the City. Therefore the following general policies for extension of services to undeveloped areas should be observed:

1. Any subdivision or development of property within the identified growth area should be designed in accordance with the current edition of the City's "Standards for Design and Construction".
2. Any subdivision or development of land beyond the Whitefish city limits, but within the urban growth boundary, should be reviewed and commented upon by the City's Site Development Review Committee. For development outside the planning jurisdiction, the City shall recommend to the Board of County Commissioners that new development within the identified growth area be in accordance with the service plans contained herein.
3. Where construction of a sewerage system is being considered, the future drainage basin of the system should be identified and lines sized accordingly. The cost and construction of all sewerage systems are the responsibility of the developer or property owner. Under certain circumstances, the City Council will determine whether the City will participate in financing the oversizing of infrastructure.
4. It is the responsibility of the developer or property owner to have designed and constructed water mains and lines of adequate size to provide the required flows for the intended land use and fire protection.
5. It is the responsibility of the developer or property owner to provide all required infrastructure improvements, as well as rights-of-way and easements.

## **Policies for Services in Existing Developed Areas**

As a general policy, properties within the service area with existing utilities and facilities shall be required to upgrade those improvements to City standards and specifications as a prerequisite to receiving City services or additional City utility services. In such situations, the following policies shall apply:

1. Prior to making the municipal service(s) available to an existing developed area within the service area, the City may require a report describing the following:
  - a. The approximate year or period in which the existing area was developed.
  - b. The location, size and condition of existing water lines or systems.
  - c. The location and condition of, the existing sewer system, including the size, material and grades of all pipe.
  - d. The size, location and legal purpose of all existing rights-of-way and easements.
  - e. The surface type, condition and width of all roadways.
  - f. The existing storm drainage into and out of the area.

The report shall also include the estimated costs associated with correcting the deficiencies and bringing the utility or improvement to City standards. The City may require such a report to be prepared by a professional engineer, with the cost of the report borne by the developer or property owner.

2. If the property is to be annexed, the City's annexation ordinance or resolution shall specifically state the method and time frame for bringing the existing conditions into compliance with City standards, and shall identify the parties responsible for the improvements.
3. If City services are to be extended without concurrent annexation, the property owner shall sign an Agreement for Annexation and City Sewer/Water Service. The agreement shall be recorded with the County Clerk and Recorder's Office. The property owner shall also sign, and the City shall record, a waiver of the right to protest participation in and the formation of any special improvement district that may be formed to improve the existing services, utilities, streets or other improvements.

## **Policies for Meeting the Cost of Services**

1. For the purpose of setting aside adequate funds to replace components of the physical plant, the following shall be considered as the estimated life of each of the components:
  - a. Structures 30 Years
  - b. Pipelines 50-100 Years
  - c. Stationary Equipment 10 Years  
(motors, pumps, conveyors, etc.)
  - d. Asphalt Surfaces:
    - Local Streets 20 Years
    - Collector Streets 15 Years
    - Arterial Streets 10 Years

The amount to be set aside each year for the replacement of municipal infrastructure components shall be the cost of construction, if new, or the total estimated replacement cost divided by the remaining- number of years of the life of the component.

2. It shall be the responsibility of the developer or property owner to extend all roadways and utilities from the existing City facilities to the site of development in accordance with all City standards and specifications or provide appropriate easements. It shall further be the responsibility of the developer or property owner to construct all streets and utilities to the furthest boundary of the property to be developed in order to facilitate future development.
3. The ability of the City to increase existing utility line capacities to meet the demands of growth is dependent upon the availability of funding. If the City's ability to finance the necessary enlargement cannot keep pace with development, or if the improvements schedule does not mesh with that of the developer, it shall be the responsibility of the developer to finance and construct City-approved alterations to the existing infrastructure sufficient to accommodate the development. In the event of this occurrence, the developer may be reimbursed by the City through utility service connection fees for said development. Said reimbursement shall not exceed the cost, including interest, of the improvements to the existing City system, nor shall the reimbursement exceed the value of the connection fees collected from the specific development.

4. If the developer bears the costs of extending services and/or utilities, a Developer's Extension Agreement may be entered into between the developer and the City. This agreement, with a term not to exceed ten (10) years, allows the developer to recoup costs associated with the extension of services or utilities by charging future entities wishing to connect to or use the extended service or utility a "Latecomer's Fee". The Developer's Extension Agreement shall set forth the specific parcels which could benefit from the extension (those within a described "design area") and specify the amount to be assessed to each parcel. The specific parcels and assessments to be included in the Developer's Extension Agreement are subject to approval by the City Council.
5. The late-coming customer shall pay the extender a pro-rata share of the extension costs, including design and inspection fees. The pro-rata share may be based on lot area, front footage, or other means agreeable to both the City Council and the developer which is equitable to both parties as well as future customers.
6. If the City requires the customer or developer extending a sewer or water line to install a larger size than that required by City standards for a particular project, the City Council will determine whether the City will participate in financing the oversizing of infrastructure.
7. The City reserves the right to further extend sewer or water mains installed by the preceding developer or property owner without paying compensation. The City also reserves the right to charge future sewer or water utility users beyond those areas identified in the Developer's Extension Agreement, if applicable, for their pro-rated share of the City's cost for the oversizing of the line. This in no way shall diminish the preceding developer's right to collect service line connection fees within the limits of a Developer's Extension Agreement. In the case of water lines, the pro-rata cost shall be based on the domestic capacity plus fire flow capacity existing at the point of extension as opposed to the domestic plus fire flow capacities required by the development.
8. Financing the construction of new streets in a proposed development, or the upgrading of streets in an existing developed area, shall be accomplished in one, or a combination of, the following methods:
  - a. In an undeveloped area, the developer shall provide all necessary right-of-way, or additional right-of-way if less than adequate right-of-way exists.

- b. The developer shall bear the cost of constructing all improvements within the right-of-way in accord with this Plan, the City's Standards for Design and Construction, and the City of Whitefish Subdivision Regulations.
  - c. Through the formation of a Special Improvement District (S.I.D.).
  - d. Federal or State grant funds.
  - e. State Fuel Tax monies.
9. Connection and user fees for properties located outside the City limits for sewer and water services shall be charged in accordance with rates, charges and tariffs adopted by ordinance or resolution by the City Council.
10. As new City streets are constructed, and as existing streets are improved, storm drainage infrastructure shall be installed or improved to City standards. It is the responsibility of the developer to convey storm water from their property to an appropriate point of disposal. The quantity and rate of runoff from a developed parcel cannot exceed that which would occur had the property remained undeveloped.
12. For the purposes of fire, police, and all general government services, the tax burden for these services shall be shared by all city taxpayers.

**EXHIBIT A**  
**Annexation Forms**

**PETITION FOR ANNEXATION  
TO THE  
CITY OF WHITEFISH**

The undersigned petitioner, who owns 100 percent of the real property described below, hereby petitions the City Council of the City of Whitefish, pursuant to Section 7-2-4601(3)(a), MCA, for annexation of such real property into the City of Whitefish.

Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Whitefish Plan for Extension of Services applicable to such real property, and petitioner is satisfied with such Plan. Petitioner states that there is no need to prepare any amended or revised Plan for this annexation pursuant to Sections 7-2-4610, 7-2-4731, and 7-2-4732, MCA, since petitioner is satisfied with the provision of municipal services to such real property.

**LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Owner		Owner
STATE OF MONTANA	)	
	:ss	
County of Flathead	)	

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me personally (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

(SEAL)

Printed Name:  
Notary Public for the State of Montana  
Residing in \_\_\_\_\_, Montana  
My Commission expires:

**AGREEMENT FOR ANNEXATION AND  
CITY SEWER SERVICE**

THIS AGREEMENT is entered into as of \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Whitefish, a municipal corporation ("CITY") and \_\_\_\_\_ ("OWNER"), whose mailing address is \_\_\_\_\_ with respect to the following facts:

A. OWNER is the sole owner of the real property that is legally described below, and which shall hereafter be referred to as OWNER'S REAL PROPERTY:

LEGAL DESCRIPTION

B. OWNER'S REAL PROPERTY is located outside of the current corporate limits of the CITY.

C. OWNER desires to obtain municipal sewer service from the CITY to serve OWNER'S REAL PROPERTY.

D. The parties desire to enter into an Agreement pursuant to Section 7-13-4312, MCA, pursuant to which the CITY will provide municipal sewer service in return for OWNER'S agreement that OWNER'S REAL PROPERTY may be annexed to the corporate limits of the CITY.

WHEREFORE, the parties agree as follows:

**(1) Furnishing of Sewer Services:** The CITY hereby agrees to furnish municipal sewer service to OWNER'S REAL PROPERTY. Unless otherwise agreed in writing between the parties, OWNER shall be solely responsible for all costs involved in extending sewer service to OWNER'S REAL PROPERTY and connecting OWNER'S REAL PROPERTY to the municipal sewer system. Nothing in this Agreement shall obligate the CITY to pay the costs for right-of-way acquisition, engineering, construction and other related costs involved in extending or connecting sewer service to OWNER'S REAL PROPERTY.

**(2) Sewer Connections:** Upon approval by the CITY Public Works Department of the design and construction of all sewer lines and other facilities necessary to serve OWNER'S REAL PROPERTY, and acceptance of all of such sewer facilities by the CITY, OWNER will be given permission to connect no more than \_\_\_\_\_ connections to the CITY'S municipal sewer system.

**(3) Rates, Rules and Policies:** OWNER agrees to pay to the CITY such charges, rates, and fees, including but not limited to connection fees and plant investment fees, as are established by the CITY in accordance with Montana Law. In addition, OWNER shall comply with and be subject to all of the CITY'S rules, regulations and policies, as amended from time to time, with respect to the operation of the CITY'S sewer system.

**(4) Consent to Annexation:** OWNER acknowledges and agrees that the CITY is willing to provide municipal sewer service only if OWNER provides all of the promises and representations contained in this Paragraph (4). Pursuant to Section 7-13-4314, MCA, which states that any person, firm, or corporation outside of the incorporated CITY limits may be required by the CITY, as a condition to initiate such service, to consent to annexation of the tract served by the CITY, and in consideration for the CITY'S agreement to provide municipal sewer service, OWNER agrees to consent to annexation under the following conditions and in the following manner:

- (a) OWNER hereby irrevocably consents to the annexation of OWNER'S REAL PROPERTY, and OWNER irrevocably waives any right of protest to any annexation proceedings initiated by the CITY. OWNER agrees that the CITY may initiate annexation of OWNER'S REAL PROPERTY, relying upon this consent and waiver of protest, at any time in the future, without limitation. OWNER acknowledges that, but for this waiver, OWNER would have a right to protest the annexation of OWNER'S REAL PROPERTY.
- (b) OWNER hereby petitions to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to Section 7-2-4601, et. seq., MCA, or any successor statute. OWNER agrees that the CITY may act on this petition at any time in the future, without limitation. OWNER furthermore expressly waives the provisions of Section 7-2-4608, MCA, which provides, in effect, that no property used for agricultural, mining, smelting, refining, transportation, or any industrial or manufacturing purposes or for any purpose incident thereto shall be annexed pursuant to the provisions of Section 7-2-4601, et. seq., MCA.
- (c) OWNER acknowledges and agrees that OWNER has had an opportunity to inspect the contents of the CITY'S Plan for Extension of Services, as adopted by the CITY, and which describes the manner in which CITY services may be extended to properties annexed by the CITY. OWNER acknowledges and agrees that OWNER is satisfied with the CITY'S Plan for Extension of Services, and that the CITY'S Plan for Extension of Services adequately provides for the extension of CITY services to OWNER'S REAL PROPERTY. OWNER hereby waives the right to object or otherwise challenge the CITY'S Plan for Extension of Services.
- (d) OWNER hereby irrevocably waives for all time the right to file an action in court to challenge, for any reason, the CITY'S annexation of OWNER'S REAL PROPERTY, whether such annexation occurs now or in the future.

OWNER acknowledges and agrees that all of OWNER'S REAL PROPERTY, as described above, will clearly and immediately, and not merely potentially, be serviced by the sewer service to be provided by the CITY pursuant to this Agreement.

OWNER agrees that if ever OWNER, its heirs, assigns, successors in interest, purchasers, or subsequent holders of title to OWNER'S REAL PROPERTY, breach, challenge, disregard, or otherwise violate any of the terms of this Paragraph (4), the CITY may, after providing 20 days written notice, terminate sewer service to OWNER'S REAL PROPERTY, in addition to any other remedies that the CITY may have.

OWNER agrees that if OWNER, in violation of this Agreement, submits a protest to the annexation of OWNER'S REAL PROPERTY, the CITY may disregard such protest, in addition to any other remedies that the CITY may have.

The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the OWNER'S legal rights. OWNER acknowledges and agrees that it is has had an opportunity to consult with legal counsel of its choice regarding the provisions of this Agreement.

**(5) Recording; Binding on Assigns:** OWNER agrees that this entire Agreement shall be recorded in the office of the Clerk and Recorder of Flathead County, and OWNER agrees that this Agreement shall run to, with, and be binding upon OWNER'S REAL PROPERTY and OWNER'S title to such real property, and shall be binding upon the OWNER'S heirs, assigns, successors in interest, purchasers, and any and all subsequent holders or owners of OWNER'S REAL PROPERTY.

**(6) Future Deeds:** OWNER agrees that all deeds that OWNER executes to transfer OWNER'S REAL PROPERTY, or portions thereof, shall contain the following language:

"The Grantee hereby covenants and agrees that acceptance of this Deed constitutes a waiver of the statutory right of protest against any annexation procedure initiated by the City of Whitefish, and constitutes a consent to annexation of the real property described herein, and constitutes a waiver of any right to file a court action to challenge any such annexation, with respect to the real property described herein."

OWNER agrees that this Agreement shall bind future purchasers even if OWNER fails to include the language set forth above in future deeds. After annexation of OWNER'S REAL PROPERTY, future deeds need not contain the language set forth above.

**(7) Term:** This Agreement shall be in perpetuity.

**(8) Entire Agreement:** This Agreement contains the entire Agreement of the



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\_\_\_\_\_

Notary Public for the State of Montana  
Residing in Whitefish, Montana  
My Commission expires: \_\_\_\_\_

(SEAL)

STATE OF MONTANA        )  
  :SS  
County of Flathead        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, 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 last above written.

\_\_\_\_\_

Notary Public for the State of Montana  
Residing in Whitefish, Montana  
My Commission expires: \_\_\_\_\_

(SEAL)



**(3) Rates, Rules and Policies:** OWNER agrees to pay to the CITY such charges, rates, and fees, including but not limited to connection fees and plant investment fees, as are established by the CITY in accordance with Montana Law. In addition, OWNER shall comply with and be subject to all of the CITY'S rules, regulations and policies, as amended from time to time, with respect to the operation of the CITY'S water system.

**(4) Consent to Annexation:** OWNER acknowledges and agrees that the CITY is willing to provide municipal water service only if OWNER provides all of the promises and representations contained in this Paragraph (4). Pursuant to Section 7-13-4314, MCA, which states that any person, firm, or corporation outside of the incorporated CITY limits may be required by the CITY, as a condition to initiate such service, to consent to annexation of the tract served by the CITY, and in consideration for the CITY'S agreement to provide municipal water service, OWNER agrees to consent to annexation under the following conditions and in the following manner:

- (a) OWNER hereby irrevocably consents to the annexation of OWNER'S REAL PROPERTY, and OWNER irrevocably waives any right of protest to any annexation proceedings initiated by the CITY. OWNER agrees that the CITY may initiate annexation of OWNER'S REAL PROPERTY, relying upon this consent and waiver of protest, at any time in the future, without limitation. OWNER acknowledges that, but for this waiver, OWNER would have a right to protest the annexation of OWNER'S REAL PROPERTY.
- (b) OWNER hereby petitions to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to Section 7-2-4601, et. seq., MCA, or any successor statute. OWNER agrees that the CITY may act on this petition at any time in the future, without limitation. OWNER furthermore expressly waives the provisions of Section 7-2-4608, MCA, which provides, in effect, that no property used for agricultural, mining, smelting, refining, transportation, or any industrial or manufacturing purposes or for any purpose incident thereto shall be annexed pursuant to the provisions of Section 7-2-4601, et. seq., MCA.
- (c) OWNER acknowledges and agrees that OWNER has had an opportunity to inspect the contents of the CITY'S Plan for Extension of Services, as adopted by the CITY, and which describes the manner in which CITY services may be extended to properties annexed by the CITY. OWNER acknowledges and agrees that OWNER is satisfied with the CITY'S Plan for Extension of Services, and that the CITY'S Plan for Extension of Services adequately provides for the extension of CITY services to OWNER'S REAL PROPERTY. OWNER hereby waives the right to object or otherwise challenge the CITY'S Plan for Extension of Services.
- (d) OWNER hereby irrevocably waives for all time the right to file an action in court to challenge, for any reason, the CITY'S annexation of OWNER'S REAL PROPERTY, whether such annexation occurs now or in the future.

OWNER acknowledges and agrees that all of OWNER'S REAL PROPERTY, as described above, will clearly and immediately, and not merely potentially, be serviced by the water service to be provided by the CITY pursuant to this Agreement.

OWNER agrees that if ever OWNER, its heirs, assigns, successors in interest, purchasers, or subsequent holders of title to OWNER'S REAL PROPERTY, breach, challenge, disregard, or otherwise violate any of the terms of this Paragraph (4), the CITY may, after providing 20 days written notice, terminate water service to OWNER'S REAL PROPERTY, in addition to any other remedies that the CITY may have.

OWNER agrees that if OWNER, in violation of this Agreement, submits a protest to the annexation of OWNER'S REAL PROPERTY, the CITY may disregard such protest, in addition to any other remedies that the CITY may have.

The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the OWNER'S legal rights. OWNER acknowledges and agrees that it is has had an opportunity to consult with legal counsel of its choice regarding the provisions of this Agreement.

**(5) Recording; Binding on Assigns:** OWNER agrees that this entire Agreement shall be recorded in the office of the Clerk and Recorder of Flathead County, and OWNER agrees that this Agreement shall run to, with, and be binding upon OWNER'S REAL PROPERTY and OWNER'S title to such real property, and shall be binding upon the OWNER'S heirs, assigns, successors in interest, purchasers, and any and all subsequent holders or owners of OWNER'S REAL PROPERTY.

**(6) Future Deeds:** OWNER agrees that all deeds that OWNER executes to transfer OWNER'S REAL PROPERTY, or portions thereof, shall contain the following language:

"The Grantee hereby covenants and agrees that acceptance of this Deed constitutes a waiver of the statutory right of protest against any annexation procedure initiated by the City of Whitefish, and constitutes a consent to annexation of the real property described herein, and constitutes a waiver of any right to file a court action to challenge any such annexation, with respect to the real property described herein."

OWNER agrees that this Agreement shall bind future purchasers even if OWNER fails to include the language set forth above in future deeds. After annexation of OWNER'S REAL PROPERTY, future deeds need not contain the language set forth above.

**(7) Term:** This Agreement shall be in perpetuity.

**(8) Entire Agreement:** This Agreement contains the entire Agreement of the parties with respect to the issue of annexation of the OWNER'S REAL PROPERTY, and



—

(SEAL)

Notary Public for the State of Montana  
Residing in Whitefish, Montana  
My Commission expires: \_\_\_\_\_

STATE OF MONTANA        )  
                                      :SS  
County of Flathead        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned,  
a Notary Public in and for the state aforesaid, personally appeared  
\_\_\_\_\_, known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that he executed the  
same.

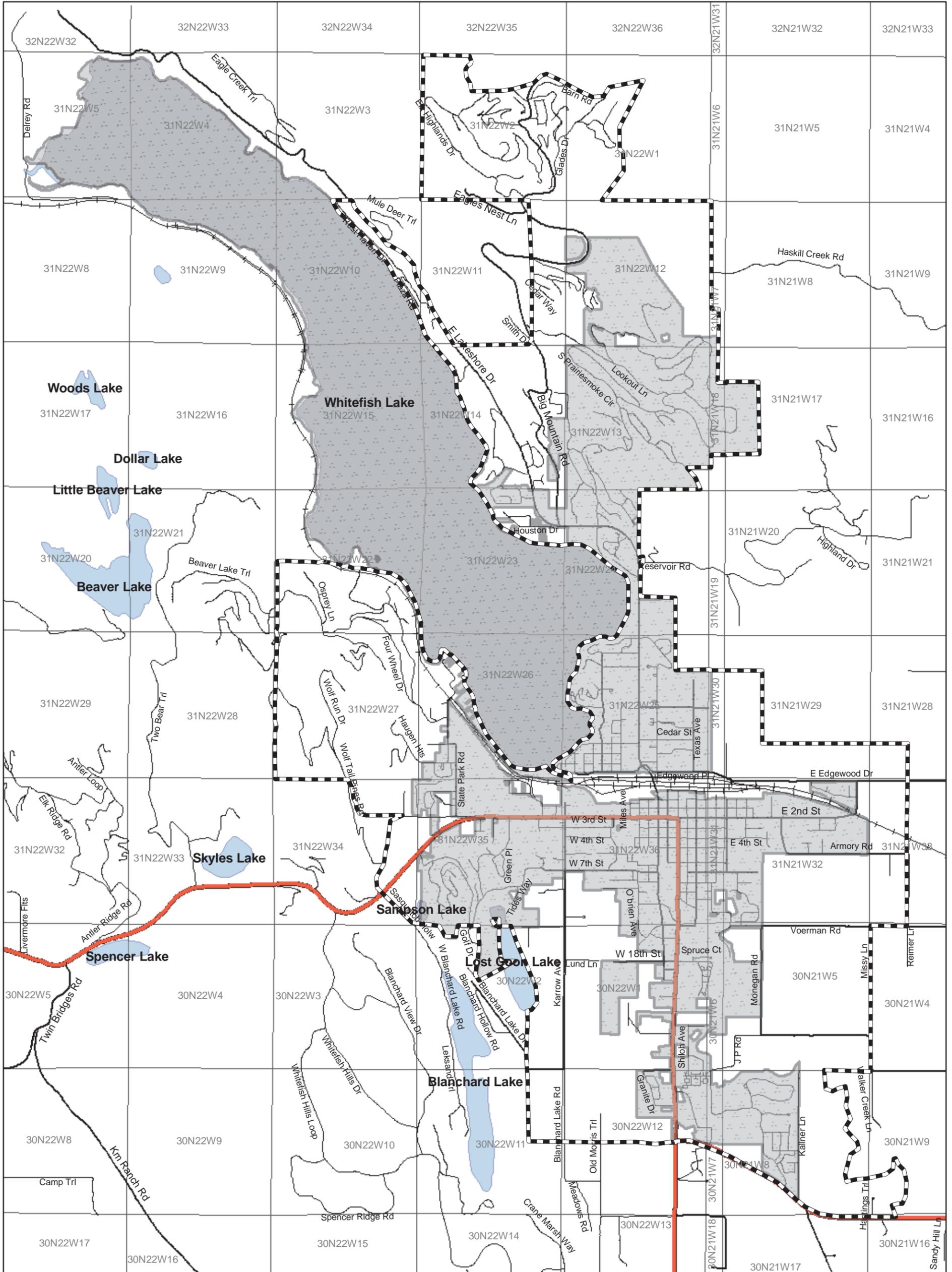
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal  
the day and year last above written.

(SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing in Whitefish, Montana  
My Commission expires: \_\_\_\_\_

# EXHIBIT B

## WHITEFISH URBAN GROWTH BOUNDARY & WHITEFISH CITY LIMITS



 Urban Growth Boundary

 CityLimits



# EXHIBIT C

## ZONING JURISDICTION BOUNDARY & ZONING USE DESIGNATIONS

