



**CITY COUNCIL WORK SESSION
CITY COUNCIL CHAMBER CONFERENCE ROOM
MONDAY, JUNE 16, 2014, 5:30 to 7:00 PM**

1. Call to Order
2. Discussion and direction on any proposed regulation of commercial activities on Whitefish Lake
3. Public Comment
4. Adjourn

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CITY COUNCIL REGULAR MEETING AGENDA

The following is a summary of the items to come before the City Council at its regular session to be held on Monday, June 16, 2014, at **7:10 p.m.** at City Hall, 402 East Second Street.

Ordinance numbers start with 14-07. Resolution numbers start with 14-16.

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) COMMUNICATIONS FROM THE PUBLIC – (This time is set aside for the public to comment on items that are either on the agenda, but not a public hearing or on items not on the agenda. City officials do not respond during these comments, but may respond or follow-up later on the agenda or at another time. The Mayor has the option of limiting such communications to three minutes depending on the number of citizens who want to comment and the length of the meeting agenda)
- 4) COMMUNICATIONS FROM VOLUNTEER BOARDS
- 5) CONSENT AGENDA (The consent agenda is a means of expediting routine matters that require the Council's action. Debate does not typically occur on consent agenda items. Any member of the Council may remove any item for debate. Such items will typically be debated and acted upon prior to proceeding to the rest of the agenda. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC)
 - a) Minutes from the June 2, 2014 Council special meeting (p. 19)
 - b) Minutes from the June 2, 2014 Council regular meeting (p. 20)
 - c) Ordinance No. 14-05; An Ordinance approving a zoning change and amendment of the Whitefish Zoning Jurisdiction Map to rezone Tracts 1D and 1DA, located at 1500 E. 2nd Street, Section 32, Township 31 North, Range 21 West, Whitefish, Montana, from WA (Agricultural District) to WER (Estate Residential District) (Second Reading) (p.27)
 - d) Ordinance No. 14-06; An Ordinance approving the Second Street Residences Preliminary Plat and Planned Unit Development for 62 lots located at 100 Wild Rose Lane and 1500 E. 2nd Street, Whitefish (Second Reading) (p.29)
 - e) Consideration of approval of a final plat application from Colin and Teri Sellwood for the Sellwood Subdivision, a 2-lot subdivision located at 3930 Highway 40 (p.)
 - f) Resolution No. 14-17; A Resolution of the City Council of the City of Whitefish, Montana, indicating its intent to change the name of the portion of West 15th Street between Baker Avenue and Flathead Avenue to June's Way (p. 91)
- 6) PUBLIC HEARINGS (Items will be considered for action after public hearings) (Resolution No. 07-33 establishes a 30 minute time limit for applicant's land use presentations. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC)
 - a) FY15 Budget - Consideration of approving City Manager's proposed budget as the FY15 preliminary budget and setting final public hearing on the FY15 budget for August 18, 2014 (p. 96)

- b) Consideration of an application for a Major Lakeshore Variance for The Lodge at Whitefish Lake at 1380 Wisconsin Avenue to increase the number of marina slips by nine slips for a total of 103 slips, extend the existing gangway an additional 19.46 feet, and increase the amount of constructed area below the high water mark to 12,381 square feet (p. 214)
- c) Ordinance No. 14-___; An Ordinance amending Condition of Approval No. 17 to Ordinance No. 90-6, approving a Planned Unit Development for the Whitefish Lake Lodge Project, to increase the number of marina boat slips from 85 to 95 subject to the original Conditions of Approval and new Condition of Approval No. 17 (First Reading) (p. 308)

7) COMMUNICATIONS FROM PLANNING AND BUILDING DIRECTOR

- a) Discussion and direction on which Corridor Plan to pursue next and when to initiate work on it (p. 404)

8) COMMUNICATIONS FROM CITY MANAGER

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 411)
- b) Other items arising between June 11th and June 16th
- c) Consideration of approving request from Whitefish Theatre Company to proceed with an addition to the I.A. O'Shaughnessy Cultural Arts Center (p. 416)
- d) Consideration of a revised request for \$200,000 of Tax Increment Funds to assist an exterior façade renovation at the Mountain Mall, 6475 Hwy 93 South (p. 430)
- e) Resolution No. 14-16; A Resolution authorizing participation in the Board of Investments of the State of Montana annual adjustable rate tender option municipal finance consolidation act bonds (Intercap Revolving Program), approving the form and terms of the loan agreement and authorizing the execution and delivery of documents related thereto (Fire Engine) (p. 444)

9) COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

10) ADJOURNMENT (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority)



The following Principles for Civil Dialogue are adopted on 2/20/2007 for use by the City Council and by all boards, committees and personnel of the City of Whitefish:

- We provide a safe environment where individual perspectives are respected, heard, and acknowledged.
- We are responsible for respectful and courteous dialogue and participation.
- We respect diverse opinions as a means to find solutions based on common ground.
- We encourage and value broad community participation.
- We encourage creative approaches to engage public participation.
- We value informed decision-making and take personal responsibility to educate and be educated.
- We believe that respectful public dialogue fosters healthy community relationships, understanding, and problem-solving.
- We acknowledge, consider and respect the natural tensions created by collaboration, change and transition.
- We follow the rules and guidelines established for each meeting.

Adopted by Resolution 07-09
February 20, 2007

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June 11, 2014

The Honorable Mayor Muhlfeld and City Councilors
City of Whitefish
Whitefish, Montana

Mayor Muhlfeld and City Councilors:

Monday, June 16, 2014 City Council Agenda Report

There will be a special session beginning at 5:30 p.m. for discussion and direction on regulation commercial activity on Whitefish Lake. Food will be provided.

The regular Council meeting will begin at 7:10 p.m.

CONSENT AGENDA (The consent agenda is a means of expediting routine matters that require the Council's action. Debate does not typically occur on consent agenda items. Any member of the Council may remove any item for debate. Such items will typically be debated and acted upon prior to proceeding to the rest of the agenda. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC)

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- e) Consideration of approval of a final plat application from Colin and Teri Sellwood for the Sellwood Subdivision, a 2-lot subdivision located at 3930 Highway 40 (p. 35)
- f) Resolution No. 14-17; A Resolution of the City Council of the City of Whitefish, Montana, indicating its intent to change the name of the portion of West 15th Street between Baker Avenue and Flathead Avenue to June's Way (p. 91)

RECOMMENDATION: Staff respectfully recommends the City Council approve the Consent Agenda.

Items a and b are administrative items; items c, d, and e are quasi-judicial matters; item f is a legislative matter.

PUBLIC HEARINGS (Items will be considered for action after public hearings) (Resolution No. 07-33 establishes a 30 minute time limit for applicant's land use presentations. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC)

- a) FY15 Budget - Consideration of approving City Manager's proposed budget as the FY15 preliminary budget and setting final public hearing on the FY15 budget for August 18, 2014 (p. 96)

The City Manager's proposed budget for FY15 is enclosed with the packet. The City Council has held two work sessions on the budget so far, on May 27th and June 9th. There will be at least one more work session scheduled in July prior to adoption of the budget on August 18th. There will also be another budget public hearing on August 18th. There is a transmittal letter in with the FY15 proposed budget which describes the major issues and projects.

In the past the City Council has been comfortable adopting the City Manager's proposed budget as the preliminary budget which the Council is required by state law to adopt. After adoption of the Preliminary budget, the City Council then makes changes to the budget in July and August prior to final adoption which is scheduled for August 18th.

RECOMMENDATION: Staff respectfully recommends that the City Council, after considering public testimony, adopt the FY15 proposed budget as the FY15 Preliminary Budget and set a public hearing on August 18th on the final budget.

This item is a legislative matter.

- b) Consideration of an application for a Major Lakeshore Variance for The Lodge at Whitefish Lake at 1380 Wisconsin Avenue to increase the number of marina slips by nine slips for a total of 103 slips, extend the existing gangway an additional 19.46 feet, and increase the amount of constructed area below the high water mark to 12,381 square feet (p. 214)

From Planner II Bailey Minnich's transmittal letter:

Summary of Requested Action: The Lodge at Whitefish Lake and Averill Family Trust are proposing a major lakeshore variance to expand an existing public marina originally approved with a PUD in May 1990. The applicant is requesting the major variance to expand the number of slips for a total of 103 slips, extend the existing gangway an additional 19.46 feet, and increase the amount of constructed area below the high water mark to 12,381 square feet. The property is located at 1380 Wisconsin Avenue and has 940.32 feet of lake frontage per COS 19648 and WLP-06-W17. The applicant has recently purchased additional lakeshore frontage, which increases their constructed area allowance and the number of slips permitted for a public marina. The major variance is requested to three sections of the Whitefish Lake and Lakeshore Regulations (WLLR): §13-3-1(L)(7)(g) regarding the number of slips permitted for a

public marina based on lakeshore frontage, §13-3-1(L)(7)(b) regarding the maximum length of the dock extending over the water, and §13-3-1(L)(7)(f) regarding the amount of constructed surface permitted below the mean annual high water line for a public marina.

The Lodge at Whitefish Lake has a long history with the City of Whitefish and the Lakeshore Protection Regulations. In May of 1990, the City of Whitefish approved a Planned Unit Development for the construction of a new lodge and public marina (Ordinance 90-06). The conditions of the PUD stated that the marina shall not exceed 85 boat slips, and that the total number of slips shall be dedicated with 50% for use by homeowners, 25% for use by day/weekly rentals by resort guests (public lottery), and 25% for use as day/rental use. At this time, the applicant is requesting an amendment to their approved PUD for additional boat slips, which is in conjunction with the requested major lakeshore variance request. The applicant has recently purchased 87.32 feet of lakeshore frontage which qualifies them for 9 additional boat slips and 1,047.84 square feet in additional constructed area. The subject property has multiple approved lakeshore construction permits dating back to 1991. The first permit issued (WLP-91-23) was for the original construction of the dock. WLP-04-W09A was *approved* as an after-the-fact permit for the construction of Phase 2 of the marina. WLP-04-W09B was *approved* as an after-the-fact permit to extend the gangway 27 feet longer than what was approved under permit WLP-91-23. The original permit was approved for a gangway 60 feet long, and the actual constructed gangway was 87 feet. WLP-04-W09C was a *denied* variance request to extend the gangway an additional 20 feet out into Whitefish Lake. WLP-04-W09D was *approved* to construct Phase 3 of the marina, including the remaining 35 boat slips. In 2006 (WLP-06-W17) was *approved* to replace the existing marina dock with a new EZ dock totaling 10,255 square feet. Finally, the most recent permit *approved* (WLV-12-W19) was a minor variance to allow one additional boat slip beyond the original 85 slips for the City of Whitefish's Fire Rescue boat. One of the conditions on the approved permit is that the marina shall not exceed the 86 boat slips for as long as the Fire Department occupies the slip; it would revert back to a total of 85 spaces when the Fire Department no longer needs the slip.

Since the marina is considered public, the allowable constructed area below the mean annual high water line shall not exceed 12 square feet for each linear foot of lakeshore frontage, which is a maximum of 11,283.84 square feet. The current constructed area below the mean annual high water line is 10,254.90 square feet. The existing float house is not included in this calculation as the City agreed in 2006 that the float house is considered a boat because it is licensed through the state. With the proposed 9 additional slips based on the newly acquired property, the total proposed constructed area would be 11,268.10 square feet. This is under the permitted constructed area by 15.74 square feet. However, the applicant is requesting a total of 18 new slips and an extension to the existing gangway of 19.46 feet in length. This increases the amount of proposed construction area to 12,381 square feet. This is over the permitted constructed allowance by 1,097.16 square feet.

Lakeshore Protection Committee Recommendation: The Whitefish Lake and Lakeshore Protection Committee met on April 9, 2014 to consider the request. Following staff's presentation and public comment, the Committee recommended the approval of the full variance request (all 18 boat slips, the dock extension, and the constructed area allowance below the high water line) with two additional conditions: 1) Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock; 2) The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet no wake zone, for a total no wake zone of 200 feet from the end of the marina dock (4-3, Malletta, Abell, and Peschel voting in opposition).

Planning Board Recommendation: The Whitefish City-County Planning Board held a public hearing on May 15, 2014 to consider the request. Following the public hearing, the Planning Board recommended approval of 9 slips, the gangway addition of 19.46 feet, and the constructed area allowance subject to the 12 conditions as contained in the staff report and adopted the staff report as findings of fact (3-2, Ellis and Roosenthal voting in opposition).

Planning & Building Department Recommendation: Staff recommends approval of the additional 9 slips based on lakeshore frontage with twelve (12) conditions set forth in the attached staff report, but recommends denial of the Major Variance for the additional 9 slips, the additional constructed area allowance, and the extension into Whitefish Lake.

Public Hearing: At the public hearing held on May 15, 2014 by the Planning Board, the applicant spoke in favor of the request. During their presentation, the applicant stated they were withdrawing their request for the additional 9 slips, but still seeking the 9 slips based on lakeshore frontage, the additional gangway extension, and the extra constructed area. Additionally, 5 members of the public spoke at the hearing. Three of the comments were against the proposal; one comment was to have the no wake zone from the end of the dock not from the shoreline; and one comment was for informational purposes discussing past issues with the lodge and the overall conditions of Whitefish Lake.

There are a staff report, minutes, citizen letters, and the application in the packet as well.

RECOMMENDATION: Staff respectfully recommends the City Council, after considering the recommendations of staff, the Whitefish Lake and Lakeshore Protection Committee, the Whitefish City-County Planning Board and public testimony, approve increasing the number of slips allowed at the marina based on their lakefront footage, but deny the major variance with the conditions proposed in the staff report. .

This item is a quasi-judicial matter.

- c) Ordinance No. 14-____; An Ordinance amending Condition of Approval No. 17 to Ordinance No. 90-6, approving a Planned Unit Development for the Whitefish Lake Lodge Project, to increase the number of marina boat slips from 85 to 95 subject to the original Conditions of Approval and new Condition of Approval No. 17 (First Reading) (p. 308)

From Planner II Bailey Minnich's transmittal letter:

Summary of Requested Action: The Lodge at Whitefish Lake and the Dan Averill Family Trust are requesting an amendment to an existing Planned Unit Development (PUD) at 1380 Wisconsin Avenue. The applicant is proposing to increase the number of boat slips permitted in the associated marina and extend the dock further out into Whitefish Lake. The property is zoned WRB-2/PUD (General Resort Business District with a PUD overlay) and the recently acquired property to the south is zoned WR-3 (Low Density Multi-Family Residential District). The Growth Policy designates this area as Resort Residential and Urban. The WRB-2/PUD zoning is consistent with the Resort Residential designation. The subject property complies with the Whitefish City-County Policy because the WRB-2/PUD zoning is consistent with the Resort Residential designation.

A Planned Unit Development (PUD) amendment is being sought because the original PUD specifically included conditions regarding the lakeshore construction standards. Under the Planned Unit Development District requirements within the Zoning Regulations, lakeshore protection standards may not be deviated from through a PUD overlay. However, the PUD as approved in May 1990 (Ordinance 90-06) included specific conditions related to the associated marina. The applicant is proposing to amend two of the conditions, specifically #17 & #18: Condition 17: That the marina shall not exceed 85 boat slips; Condition 18: That the marina may be extended lakeward to a point where four (4) feet of water is reached generally by a majority of the slips.

A public marina is entitled to 1 boat slip per 10 linear feet of lakeshore frontage (§13-3-1(L)(7)(g) WLLR). At the time of PUD approval, the applicant had a total of 853 feet, which equaled 85 slips. Recently the applicant purchased the adjacent property to the south, increasing the lakeshore frontage by 87.32 feet for a total of 940.32. This would permit the total number of boat slips to increase to 94 slips. However, in addition to the new 9 slips based on lakeshore frontage, the applicant is proposing an additional 9 slips for public use, for a new total of 18 slips. This would increase the number of boat slips for a total of 103 slips. Regarding Condition #18, the applicant is not proposing to amend the specific language, but utilize the condition in order to grant an extension of the dock further out into Whitefish Lake. During the Lakeshore Protection Committee meeting on April 9, 2014 the applicant presented information documenting the majority of the existing slips do not have 4 feet of water depth. In exchange for the additional 9 slips requested, the applicant is providing the following benefit: All of the 18 proposed boat slips will be for public use. 14 of the proposed slips will be included in the seasonal public lottery – Category B, and the remaining 4 will be utilized for day use only – Category C.

Planning Board Action: The Whitefish City-County Planning Board held a public hearing on May 15, 2014 to consider the request. Following the public hearing, the Planning Board recommended approval of the PUD amendment subject to the original 35 conditions with the new condition #17 as recommended by City Staff and adopt staff report as finding of fact (5-0).

Planning & Building Department Recommendation: Staff recommends approval of the above referenced PUD subject to the original conditions of approval and the following new condition: 17. That the marina shall not exceed 94 boat slips, not including the slip utilized by the City of Whitefish Fire Department rescue boat (total 95).

Public Hearing: At the public hearing held on May 15, 2014 by the Planning Board, the applicant spoke in favor of the request. During their presentation, the applicant stated they were withdrawing their request for the additional 9 slips, but still seeking the 9 slips based on lakeshore frontage, the additional gangway extension, and the extra constructed area. Additionally, 5 members of the public spoke at the hearing. Three of the comments were against the proposal; one comment was to have the no wake zone from the end of the dock not from the shoreline; and one comment was for informational purposes discussing past issues with the lodge and the overall conditions of Whitefish Lake.

There are a staff report, minutes, citizen letters, and the application in the packet as well.

RECOMMENDATION: Staff respectfully recommends the City Council, after considering the recommendations of staff, the Whitefish City-County Planning Board and public testimony, approve an Ordinance amending Condition of Approval No. 17 to Ordinance No. 90-6, approving a Planned Unit Development for the Whitefish Lake Lodge Project, to increase the number of marina boat slips from 85 to 95 subject to the original Conditions of Approval and new Condition of Approval No. 17 at first reading.

This item is a quasi-judicial matter.

COMMUNICATIONS FROM PLANNING AND BUILDING DIRECTOR

- a) Discussion and direction on which Corridor Plan to pursue next and when to initiate work on it (p. 404)

Dave Taylor has a memo in the packet outlining the options for pursuing the next long range Corridor Plan – either on Hwy 93 South or Wisconsin Avenue.

RECOMMENDATION: Staff respectfully recommends that the City Council provide direction on which corridor plan to pursue next and when to try to begin working on it.

This item is a administrative matter.

COMMUNICATIONS FROM CITY MANAGER

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p.411)
- b) Other items arising between June 11th and June 16th
- c) Consideration of approving request from Whitefish Theatre Company to proceed with an addition to the I.A. O'Shaughnessy Cultural Arts Center (p. 416)

After the I.A. O'Shaughnessy Cultural Arts Center was built by private fundraising on land provided by the City of Whitefish, the City later received the building and subsequently leased it out to the Whitefish Theatre Company as planned. The initial lease was dated December 29, 1995 and it was amended or superseded by new leases on February 16, 2001, December 7, 2005, and the current lease which is dated December 2nd, 2009. The current lease is contained in the packet and has more details on the history of the project.

Throughout 2012, the Whitefish Theatre Company (WTC) initiated plans to renovate and expand the O'Shaughnessy Center. These plans culminated in City Council approval of the remodeling plans on October 1, 2012 (see attached minutes in packet).

Since 2012, WTC has changed their plans after they discovered that the cost to relocate the existing utilities on the south side of the O'Shaughnessy Center would cost over \$100,000. They are now proposing an addition on the northwest corner of the building to replace the south side addition, but they would continue on with plans to enlarge the foyer in the future as well as was approved in 2012. A site plan and proposed elevations are contained in the packet.

This proposed addition would eliminate 4-5 parking spaces which are currently two hour parking spaces and mostly used by WTC visitors and participants in WTC classes and events. The current lease requires City approval of the expansion plans so we have placed this request on the agenda. A letter from WTC describing request is also attached in the packet.

There is no financial requirement requested from the City of Whitefish. In addition, we will receive building permit, ARC fees, and impact fees from the proposed project.

RECOMMENDATION: Staff respectfully recommends the City Council approve the proposed addition to the northwest side of the O'Shaughnessy Center subject to ARC review, building plan review, and approval of and payment for all necessary permits.

This item is a legislative matter.

- d) Consideration of a revised request for \$200,000 of Tax Increment Funds to assist an exterior façade renovation at the Mountain Mall, 6475 Hwy 93 South (p. 430)

Tom Kraus, manager of the Mountain Mall for the Carrington Company, called and met with me several times since last October regarding a project he was working on to remodel the Mall and attract a new large tenant. Included in the project would be an exterior renovation to complement the exterior renovation recently completed by Sportsman & Ski Haus. (FYI - Super 1 Foods and Sportsman & Ski Haus own their portion of the building – The Carrington Company owns everything in between them). Tom has worked and re-worked his project to the point where he presented it to the Mayor and City Council for consideration at the May 21st City Council meeting. The City Council denied the request for Tax Increment Fund (TIF) assistance at that meeting (see attached minutes of the May 21st meeting).

Attached in the packet is a letter of request with attachments from Tom Kraus describing the project and the revised request for \$200,000 of Tax Increment Funds. I have worked with Tom to refine the property tax and valuation calculations and his TIF calculations are done correctly, given his assumptions. He assumes a 6% growth in the annual valuation which assumes that the 2015 Legislature would again phase in increased valuations over a 6 year period. Moreover, in his proposal, he says that if Tax Increment revenues do not equal the \$200,000 by 2020, they will pay a check back to the City for the balance. The details of this aspect and other aspects would be defined and detailed in a future development agreement.

The Tax Increment Fund is where this sort of project belongs and we have funded exterior renovations historically through an interest rate buy-down program (see the brochure in the packet). Early on, Tom said that a loan or interest rate buy-down would not work for their project and he said he did not get much interest in a loan for the exterior façade improvements when he approached a local bank. Thus, they proposed their request as a grant which would be returned to the City via increased Tax Increment property tax payments and increased Resort Tax.

The funding contribution would not likely come until the FY15 budget after July 1st as we would not make any payment until after construction was complete. The Tax Increment Fund can afford this contribution in FY15. Given that Mr. Kraus and the Carrington Company are guaranteeing full repayment of the \$200,000, there is no long term cost to the Tax Increment Fund. I am also including in the packet a copy of the most recent spreadsheet showing the future cash flow projections for the Tax Increment Fund.

RECOMMENDATION: City staff respectfully recommends that the City Council consider approving the request of \$200,000 of Tax Increment Funds towards the exterior improvements at the Mountain Mall and direct staff to work with the applicant on a development agreement. I personally feel it is an appropriate request for several reasons:

- It is approximately 4.3% of one year's worth of TIF revenue (\$4,635,214 budgeted for FY15), so it is not a huge impact.
- TIF repayments by 2020 are guaranteed by the company. Additional Resort Tax revenue would be an added bonus.
- We have put a lot of Tax Increment Funds into the downtown area in recent years and propose to do so with the City Hall/Parking Structure project and it would be good to provide some assistance on Hwy 93 South (even if there are more blighted properties out there than the mall – however, owners of those properties have not come forward with redevelopment proposals).
- The proposed business might diminish the leakage of retail sales out of Whitefish for the products they sell.

This item is a legislative matter.

- e) Resolution No. 14-16; A Resolution authorizing participation in the Board of Investments of the State of Montana annual adjustable rate tender option municipal finance consolidation act bonds (Intercap Revolving Program), approving the form and terms of the loan agreement and authorizing the execution and delivery of documents related thereto (Fire Engine) (p. 444)

This year's budget anticipated purchasing a new Fire Engine and pumper and financing it through the State of Montana INTERCAP program. The INTERCAP financing program provides short term financing (up to 10 years) for capital equipment and other capital assets with a variable interest rate which is reset each February. The current interest rate is 1.00% which is a very good interest rate and for the Engine/Pumper we are doing a ten year loan.

On May 20, 2013, the City Council awarded the contract for the purchase of a new Fire Engine/Pumper to General Fire Apparatus of Spokane, WA up to the amount of \$495,112.

We can receive discounts on that price for letting them show the Fire pumper to other fire departments as it is delivered to us in Whitefish and a \$7,700 discount for paying for the chassis when it is delivered to the pumper manufacturing plant. We are going to pay for the pumper chassis now in order to take advantage of that discount. Therefore, we have established our loan amount at \$485,112.

The INTERCAP program has approved our application and sent us the documents which we need to execute for the loan. The documents enclosed in the packet are:

1. A Resolution authorizing the loan
2. A Loan Agreement
3. A Promissory Note
4. A Security Agreement

City Attorney Mary VanBuskirk and I have reviewed these documents and found them to be in order.

For the next ten years, each year's budget will have to include approximately \$50,000 to \$55,000 per year (decreasing as the principal balance is paid off) to repay this loan. Our first payment will not be until next year's budget, FY15.

RECOMMENDATION: Staff respectfully recommends the City Council approve Resolution No. 14-16; A Resolution authorizing participation in the Board of Investments of the State of Montana annual adjustable rate tender option municipal finance consolidation act bonds (InterCap Revolving Program), approving the form and terms of the loan agreement and authorizing the execution and delivery of documents related thereto (Fire Engine)

This item is a legislative matter.

COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

ADJOURNMENT (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority)

Sincerely,



Chuck Stearns
City Manager

"Cheat Sheet" for Robert's Rules

Motion	In Order When Another has the Floor?	Second Required?	Debatable?	Amendable?	Vote Required for Adoption	Can be reconsidered?
Main Motion	N	Y	Y	Y	Majority unless other spec'd by Bylaws	Y
Adjournment	N	Y	N	Y	Majority	N
Recess (no question before the body)	N	Y	N	Y	Majority	N
Recess (question before the body)	N	Y	Y	Y	Majority	N
Accept Report	N	Y	Y	Y	Majority	Y
Amend Pending Motion	N	Y	If motion to be amended is debatable	Y	Majority	Y
Amend an Amendment of Pending Motion	N	Y	See above	N	Majority	Y
Change from Agenda to Take a Matter out of Order	N	Y	N	N	Two-thirds	N
Limit Debate Previous Question / Question	N	Y	N	Y	Two-thirds	Yes, but not if vote taken on pending motion.
Limit Debate or extend limits for duration of meeting	N	Y	Y	Y	Two-thirds	Y
Division of Assembly (Roll Call)	Y	N	N	N	Demand by a single member compels division	N
Division of Ques/ Motion	N	Y	N	Y	Majority	N
Point of Information	Y	N	N	N	Vote is not taken	N
Point of Order / Procedure	Y	N	N	N	Vote is not taken	N
Lay on Table	N	Y	N	N	Majority	N
Take from Table	N	Y	N	N	Majority	N
Suspend the Rules as applied to rules of order or, take motion out of order	N	Y	N	N	Two-thirds	N
Refer (Commit)	N	Y	Y	N	Majority	Neg. vote only

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WHITEFISH CITY COUNCIL MINUTES
JUNE 2, 2014
SPECIAL SESSION, 6:00 PM TO 6:15 PM

1. Call to Order

Mayor Muhlfeld called the meeting to order. Councilors present were Hildner, Anderson, Sweeney, Feury, Barberis, and Frandsen. City Staff present were City Manager Stearns, City Clerk Lorang, City Attorney VanBuskirk and Public Works Director Wilson. Public attending were Heidi Duncan, Rebecca Norton and Ed Lieser.

2. Interviews

The Mayor and Council conducted an interview with Jan Metzmaker who had applied to serve another term on the Weed Control Advisory Committee.

3. Public Comment – Rebecca Norton spoke in favor of Jan Metzmaker.

4. Appointments

Councilor Hildner offered a motion, second by Councilor Anderson, to re-appoint Jan Metzmaker for another 2-year term on the Weed Control Advisory Committee. The motion passed unanimously.

5. Adjournment – Mayor Muhlfeld adjourned the meeting at 6:15 p.m.

Mayor Muhlfeld

Attest:

Necile Lorang, City Clerk

WHITEFISH CITY COUNCIL MINUTES

JUNE 2, 2014

7:10 P.M.

1) CALL TO ORDER

Mayor Muhlfeld called the meeting to order. Councilors present were Barberis, Frandsen, Anderson, Feury, Hildner and Sweeney. City Staff present were City Manager Stearns, City Clerk Lorang, City Attorney VanBuskirk, Planning and Building Director Taylor, Public Works Director Wilson, Parks and Recreation Director Butts, Fire Chief Kennelly, Police Chief Dial, Fire Marshal Page, and Senior Project Engineer Hilding came in at 8:25 p.m. Approximately 17 people were in the audience.

2) PLEDGE OF ALLEGIANCE

Mayor Muhlfeld asked Mike Koopal to lead the audience in the Pledge of Allegiance.

3) COMMUNICATIONS FROM THE PUBLIC – (This time is set aside for the public to comment on items that are either on the agenda, but not a public hearing or on items not on the agenda. City officials do not respond during these comments, but may respond or follow-up later on the agenda or at another time. The Mayor has the option of limiting such communications to three minutes depending on the number of citizens who want to comment and the length of the meeting agenda) (CD 0:51)

Dan Graves, Whitefish Mountain Resort, and a member of the Chamber's Government Affairs Committee, said the Chamber is holding four Neighborhood Business Meetings in June on the 3rd, 4th, 10, and 11th, and said all business leaders and anyone interested can attend and the Mayor and Council are welcome as well. Mayor Muhlfeld said a notice of possible quorum at those meetings has been posted at City Hall so there will not be an issue of a possible quorum if the Mayor and Council attend.

Dan Cutforth, 1255 Larch Lane, owns both the Downtowner Motel and Stumptown Inn, Whitefish boutique hotels, he said. He referenced recent Council actions that will result in an additional 155 rooms – 85 at the new Hampton Inn and 75 at a new hotel proposed for the corner of Spokane Avenue and E 2nd Street. He disagreed with the premise that new hotels will just be for new tourism and that they will be taking "a piece of the pie" from established businesses, as their business booms 9 months of the year but 3 months are very quiet. He said he wholly supports free enterprise, but did not support \$500,000 of City funds towards the project at Spokane and 2nd Street. He said that takes away the level playing field. He said the proposed project at Spokane and 2nd Street doesn't have adequate parking planned; and he didn't think their complete repayment back to the fund could be done by 2020. He felt a better project for City funds would have been for the improvement project at the Mountain Mall; he said the businesses out on the highway have been in existence and contributing to the community for a lot of years.

Bill Halama, 235 Good Medicine Drive, said he disagreed that a ShopKo is allowed in a WB-2 zone; he said it is not allowed under the current code. Planning and Building Director Taylor had informed him of a code from the 80's that allowed shopping malls. Mr. Halama said the problem is there are two sets of rules; and with two sets of rules he felt it could be spot zoning. He said the Council should address this to have a fair and level playing field, otherwise it could be considered discriminatory and cause a loss of trust.

4) COMMUNICATIONS FROM VOLUNTEER BOARDS (CD 15:24)

Councilor Hildner reported the Pedestrian and Bicycle Path Committee met this morning and covered several issues. The Skye Park Bridge project is hopefully still on deck to be started this fall. This Committee is working with the Weed Control Advisory Committee and the Parks Department addressing weeds on the bikepaths, and volunteering opportunities for Committee members.

Councilor Sweeney sits on the Park Board and the Ice Rink Advisory Committee and said the evaporative cooler, paid for by the user groups, is currently being installed at the ice rink, the work should be done by the end of the week.

Councilor Anderson said the Legacy Lands Advisory Committee finally has a signed License for the Spencer trail and trailwork has started.

- 5) **CONSENT AGENDA** (The consent agenda is a means of expediting routine matters that require the Council's action. Debate does not typically occur on consent agenda items. Any member of the Council may remove any item for debate. Such items will typically be debated and acted upon prior to proceeding to the rest of the agenda. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC) (CD 17:28)
- a) **Minutes from the May 19, 2014 Council special meeting (p.30)**
 - b) **Minutes from the May 19, 2014 Council regular meeting (p.32)**
 - c) **Consideration of approving application from Bruce Boody Landscape Architect, Inc. on behalf of Jackson Trust LLC for Whitefish Lake Lakeshore Permit (#WLP-14-W17) at 2532 East Lakeshore Drive to install a 629 square foot 'F' shaped EZ dock, install a waterline and pump, construct dry-set stone stairs, and remove a portion of an existing lawn within the Lakeshore Protection Zone subject to 32 conditions (p. 38)**
 - d) **Consideration of approving application from Bruce Boody Landscape Architect, Inc. on behalf of Jackson Trust LLC for Whitefish Lake Lakeshore Permit (#WLP-14-W18) at 2530 East Lakeshore Drive to install a 754 square foot 'E' shaped EZ dock, install a waterline and pump, construct dry-set stone stairs, and remove a portion of an existing lawn within the Lakeshore Protection Zone subject to 33 conditions (p.63)**

Councilor Sweeney offered a motion, second by Councilor Anderson, to approve the Consent Agenda as presented. The motion passed unanimously.

Mayor Muhlfeld acknowledged and congratulated our new Parks and Recreation Director Maria Butts.

- 6) **PUBLIC HEARINGS** (Items will be considered for action after public hearings) (Resolution No. 07-33 establishes a 30 minute time limit for applicant's land use presentations. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC))
- a) **Consideration of an application for a Conditional Use Permit from Todd Kotila, Headmaster of Whitefish Christian Academy, to expand the school by adding up to four temporary modular classrooms at 820 Ashar Avenue (WCUP 14-01) (p. 89) (CD 18:09)**

Senior Planner Compton-Ring gave the staff report on a request from Whitefish Christian Academy (Academy) for a Conditional Use Permit to expand the school by adding up to four temporary modular classrooms to the west of the existing school, parking area and playground. The property is zoned WR-1 and designated as "Urban Residential" in the Whitefish Growth Policy. The Academy is actively seeking a new location so these temporary classrooms will serve their expanding student population until that time. Their plan is to start with two modulars, with two more in an optional second phase if it takes longer to secure and construct a new facility. The term 'temporary' means that they will not be used for more than four years. This project has pre-approval from the Architectural Review Committee (ARC); and if Council approves this request tonight it will go on the next ARC agenda for their consideration. Adjacent properties were notified of the project and one letter of support was received from the Nazarene Church which is the adjacent property to the north of the Academy. The Parking Requirement for this project is 17 spaces and currently their staff has been parking on an unpaved area in addition to having an agreement with the church to share their parking. The parking on unpaved surfaces is non-compliant, so that must cease immediately or be paved. Parking Requirements are addressed in the Conditions of Approval, which Planner Compton-Ring reviewed. She said there will not be any other changes to the site except staff is recommending some landscaping around the modulars to soften their appearance. Staff will review their landscaping plan at the time of the building permit review. The Planning Board held a public hearing on May 15, 2014 to consider the request and unanimously recommend approval of the Conditional Use Permit subject to six (6) conditions.

The Council discussed with the applicants if the additional classrooms required additional restrooms; the applicants felt their restrooms were adequate, at least through the first phase, and Planner Compton-Ring said that would be reviewed by the Building Department with their building permit.

Mayor Muhlfeld opened the public hearing.

Applicants Todd Kotila, Whitefish Christian Academy, and Ron Nash, Montana Creative, said they had nothing to add but were here to answer questions. No further discussion, and the public hearing was closed.

Councilor Frandsen offered a motion, second by Councilor Anderson, to approve the request for a Conditional Use Permit for the Whitefish Christian Academy to expand and construct up to four temporary modular classrooms as presented in the staff report with findings of fact, subject to six (6) Conditions of Approval. The motion passed unanimously.

- b) Ordinance No. 14-05; An Ordinance approving a zoning change and amendment of the Whitefish Zoning Jurisdiction Map to rezone Tracts 1D and 1DA, located at 1500 E. 2nd Street, Section 32, Township 31 North, Range 21 West, Whitefish, Montana, from WA (Agricultural District) to WER (Estate Residential District) (First Reading) WZC 14-01) (p. 114)**
- c) Ordinance No. 14-06; An Ordinance approving the Second Street Residences Preliminary Plat and Planned Unit Development for 62 lots located at 100 Wild Rose Lane and 1500 E. 2nd Street, Whitefish (First Reading) (WPP 14-03/WPUD 14-02) (p. 116) (CD 27:12)**

Planner Compton-Ring said items 6b and 6c are on the same project so her staff presentation will address them together. 6b relates to the zone change that will allow the development as requested in 6c to go forward. Developers Will McDonald and Sean Averill of Community Infill Partners, LLC, are requesting a rezone, preliminary plat and planned unit development (PUD) overlay to develop 23 acres into 62 dwelling units (54 single family units and 8-townhouse units in four buildings). In 2013, these same developers had three prior development proposals, but they eventually withdrew their plans.

The project covers three parcels; tracts 1K, (100 Wild Rose Lane) and 1D and 1DA (1500 E. 2nd Street) in Section 32, Township 31 North, Range 21 West. Tract 1K is zoned WR-1, and will remain the same; and tracts 1D and 1DA are zoned WA (Agriculture District) and the request is to change their zoning to WER (Estate Residential District). The Growth Policy designates the western parcel (tract 1K) as 'Urban', and the two other parcels to the east (1D and 1DA) are designated 'Suburban'. The zone change was reviewed in accordance with regulations based on statutory criteria and staff found the request meets the criteria for WER zoning. The parcels are surrounded by residential properties that are predominately single family dwellings and this project would serve appropriately as an infill project; it is near schools, shopping and the city's parks and trail system. It will change the current pastoral appearance to a residential development but the project is designed to blend into the existing neighborhood and provides orderly growth. Single family dwellings are not reviewed by ARC, but the townhouses require ARC approval.

The proposed 62-lot subdivision is served by 60-foot wide public streets with street lights, sidewalks, trees and boulevards on both sides. The subdivision is accessed in two places from E 2nd Street, and there are two R/W reserves in the northeastern part of the plat for future city roads in order to facilitate future development to the east. The Preliminary Plat shows open spaces and trails that will be maintained by the Home Owners Association (HOA); and the applicant is setting aside the stream/wetland buffer area as an open space parkland to be dedicated to the city that will include a trail in the buffer. The PUD component is not needed for a density bonus, but rather to accommodate the project's design. Upon rezoning, the blend of WR-1 and WER districts will overlay the entire 23.789 acres so 4 townhouse buildings can be constructed in a single family zone. In addition, variances are requested for a short segment of the sidewalk to be on just one side of the road, a cul-de-sac at the end of Ponderosa Court exceeds maximum length according to Engineering Standards, and a landscaped island in the right-of-way on Wild Rose Lane. Zoning deviation is being requested to allow 10-foot side-yard setbacks as allowed by WR-1 instead of the 15-foot requirement of the WER, to allow deviation from Minimum Lot Area and Lot Width; and to allow Multi-family in a Single Family Zone. In exchange for these zoning deviations, the applicant proposes that the community will benefit from their granting sewer and water easements for municipal lines, public trails, and dedication of parkland to the City that is larger than required through a standard subdivision dedication and the proposed parkland dedication was recommended for

approval by the Park Board in January. Planner Compton-Ring said there had been some early discussion between the developer and the Whitefish Lake Institute regarding buffer restoration along the stream and wetland areas within the park dedication, but nothing has been formalized, perhaps the Council could discuss that with the developers. The project will be served by the City's public water and wastewater facilities; and due to the size of the project the developer will be required to have a Stormwater Discharge Permit from the Montana Department of Environmental Quality for construction. All power will be buried underground except one line which is a major power source for the Whitefish Mountain Resort and Flathead Electric Co-op does not want this line buried.

Planner Compton-Ring reviewed the Conditions of Approval. She said there are some staff concerns; both the Fire Marshal and Public Works Director have concerns regarding the cul-de-sacs (Conditions #12 and #13), Public Works would like to address the proposed bike path along the front of the subdivision (Condition #8), and the Planning Staff had concerns regarding the green space maintenance, those areas behind the lots could become yard-clipping dumping areas and the applicant said that could be addressed in the Covenants, Conditions and Restrictions (CCRs); and the Staff was concerned that the lot sizes would force garage forward designs on multi-family units which are non-compliant but the applicant has addressed that with garages to the side (Condition 14). Written letters from the public are in the packet starting on page 330.

The Planning Board held a public hearing on May 14, 2014 to consider both these requests and recommend approval of the zone change, and the preliminary plat and planned unit development subject to 27 conditions contained in the staff report along with the findings of fact. The Planning Board deleted Condition #12 and amended Conditions #13 and #20 as shown in the packet on page 124. The Planning & Building Department recommends approval of the above referenced rezone, preliminary plat and planned unit development subject to the 28 conditions set forth in Exhibit A of the Ordinance on page 119 of the packet. Staff respectfully requests the Council to re-instate Condition #12, and Planner Compton-Ring distributed amended language to Condition #13 that addresses concerns of both the Planning Board and City Staff that was developed after meeting again with the applicant. New Condition #13 to read: "Ponderosa Court shall not terminate in a cul-de-sac. Prior to final plat approval for Phase III, Ponderosa Courts shall be constructed as a through road, either by connecting back to Armory Road or to the east and intersect with E. 2nd Street. The final location and alignment shall be approved by the Public Works Department." The Planning Board was in support of all of the Subdivision variance requests and Staff supported the variance request to have a sidewalk on just one side of the street for a short segment of the road east of Lot 14; but Staff does not support the variance requests for a cul-de-sac length over the maximum 1000 feet, or landscaping islands in the right-of-way.

Following questions of Council to Staff, Mayor Muhlfeld opened the public hearing.

Sean Averill, co-developer along with Will McDonald, said their team includes Eric Mulcahy from Sands Surveying and Ryan Mitchell from Robert Peccia and Associates, both of whom are also here tonight. He said after their unsuccessful applications of 2013, the team met with the neighborhood while developing their new plan to find out what the neighbors would like to see. The neighbors were against the dense multi-family development previously proposed; so this plan is a compromise. This development is designed around, and to preserve, most of the old growth trees and the hillside. The project blends the two zones WR-1 and WER with a non-grid street design and open spaces that utilize the natural slopes on the land. The green space saves a lot of the trees. The eventual outcome of the cul-de-sac at the end of Ponderosa won't be determined until Phase 3 of the development. They will address Staff's concerns of the green space maintenance by limiting fences to 3 feet in height. They are hoping to get the variance for 35% lot coverage to allow garages to the side designs on the multi-family units. The developers have been working with the Whitefish Lake Institute who would like to have the parkland deeded to the Institute so they can restore the creek and wetlands and build a public interpretive trail throughout similar to what they did at Viking Creek. This project is near schools and a continuation of the downtown neighborhoods. There will be CCRs but it is not high-end; but more starter to mid-level homes in the \$300,000 to \$400,000 range.

Mike Koopal, Whitefish Lake Institute, said they have been working with the developers of this project for a couple months, and an agreement is still a work in progress. Their efforts should not be perceived as in competition with the City Parks Department, but as a community service project. They would like to restore the wetlands and

construct a non-paved trail, but one of crushed composite like they did at Viking Creek. He said paved trails actually negatively impact lands, he would like to see crushed composite trails developed city-wide. In order to accomplish what they'd like to do in this project, the land would need to be deeded to the Institute.

There was no further public comment and Mayor Muhlfeld closed the public hearing and turned it over to the Council for their consideration. Council had some questions for both the developer and staff.

Councilor Feury offered a motion, second by Councilor Hildner, to approve Ordinance 14-05 on its first reading for a zone change and amendment of the Whitefish Zoning Jurisdiction Map to rezone Tracts 1D and 1DA, located at 1500 E. 2nd Street, Section 32, Township 31 North, Range 21 West, Whitefish Montana, from WA (Agricultural District) to WER (Estate Residential District). The motion passed unanimously.

Councilor Feury offered a motion, second by Councilor Frandsen, to approve Ordinance 14-06 on its first reading, approving the Second Street Residences Preliminary Plat and Planned Unit Development for 62 lots located at 100 Wild Rose Lane and 1500 E. 2nd Street, Whitefish, subject to 27 Conditions of Approval as recommended by the Whitefish City-County Planning Board and set out in the Staff Reports WPP 14-03/WPUD 14-02; including new wording to Condition #12 (amended numbering) as presented to Council at this meeting from staff that reads: "Ponderosa Court shall not terminate in a cul-de-sac. Prior to final plat approval for Phase III, Ponderosa Courts shall be constructed as a through road, either by connecting back to Armory Road or to the east and intersect with E. 2nd Street. The final location and alignment shall be approved by the Public Works Department."

Councilor Feury spoke to his motion saying he was aware of issues with cul-de-sacs and would usually approve them only as last resorts but feels this is different as the design is taking under consideration the lay of the land. He is okay with the longer service line caused by the Wild Rose Lane cul-de-sac and he supports the amended language for the new Condition #12. He serves as president on the Whitefish Lake Institute Board and supports the parkland being deeded to the Institute; the Institute would be good stewards to the land and it would probably be an assistance to our Parks Department who is strapped for park maintenance funds. There could be a clause in the deed that the land would revert back to the City in case something happened to the Institute. City Attorney VanBuskirk advised that State Law provides only two options regarding parkland; the developer is required to dedicate parkland to the City for public use, or provide cash-in-lieu.

Councilor Anderson offered a motion, second by Councilor Feury, to amend Condition #21 to read: "Dedication of the 4.04 acre parkland with the exception of the storm water facility shall be approved in accordance with State Law at the time of the final plat. The motion passed unanimously.

Councilor Anderson offered a motion, second by Councilor Frandsen, to further amend Condition #21 by adding a second sentence that reads: "The parkland is subject to a reservation of a twenty-foot (20') easement for City Utilities. The motion passed unanimously.

Councilor Anderson offered a motion, second by Councilor Hildner, to add a new condition, Condition #28, limiting fence height throughout the subdivision to three (3) feet. The motion passed on a 5 to 1 vote, Councilor Feury voting in the negative.

Councilor Hildner offered a motion, second by Councilor Barberis, to amend Exhibit A for 2nd Street Residences under Zoning Deviations Approved, to allow lot coverage up to 35% as allowed in WR-1 zoning, as a fourth bullet. The motion passed unanimously.

Councilor Anderson offered a motion, second by Councilor Frandsen, to amend Condition #13 to read only: "Garage-forward designed townhouses are not permitted within the development." And delete the remainder of the Condition #13 as it was brought forward in the Staff Report. The motion passed unanimously.

Councilor Anderson offered a motion, second by Councilor Feury, to amend Condition #8 to read: “A sidewalk and planter strip with street trees be installed along the frontage of E 2nd Street from Armory Road to Wild Rose Lane; and require Cash-in-Lieu for the remainder of the sidewalk from Wild Rose Lane to the western property line to be paid at the time of final plat. In addition, two crossings shall be installed across Armory Road at locations determined by the Public Works Director (Finding 8).” The motion passed unanimously.

The vote on the original motion to approve Ordinance 14-06 on its first reading, approving the Second Street Residences Preliminary Plat and Planned Unit Development, with amendments, passed unanimously.

7) COMMUNICATIONS FROM PLANNING AND BUILDING DIRECTOR

- a) **Consideration of recommendation from the Whitefish Lake & Lakeshore Protection Committee to deny an application from the City of Whitefish for Whitefish Lake Lakeshore Permit (#WLP-14-W16) at City Beach to install a trench grate and an oil/water separator (structural BMP) within the Lake and Lakeshore Protection Zone to capture and treat boat bilge subject to 12 conditions (WLP-14-W16) (p. 335) (CD 2:02:18)**

Planning & Building Director Taylor directed the Council to the Staff Report explaining that the City of Whitefish is proposing to install a trench grate and an oil/water separator (structural BMP) within the Lake and Lakeshore Protection Zone. The separator will be used to capture and treat any surface runoff from the parking lot area near City Beach and any boat bilge water prior to entering Whitefish Lake. This water is currently drained onto the concrete boat ramp and flows directly into Whitefish Lake. The proposed infrastructure improvements are designed to capture any boat bilge water and direct it to the structural BMP device that will remove the oil and grease before the water is discharged to Whitefish Lake. Public information signage will be installed as well. The water will be collected via a trench drain that will be installed on the boat ramp. This trench drain shall be installed above the high water elevation of Whitefish Lake. The existing concrete ramp will be cut and the trench installed. From the trench drain, the water will be directed to the oil/water separator. A tee will be installed with valves that will allow the City to by-pass the separator during the off-season and allow for flow to be discharged to the Lake. The maintenance of the system can be completed by the City utilizing their vacuum truck to clean out the manhole/vault. The coalescence element requires cleaning by spraying clean water with a hose and can be done in the vault or by removing it.

The Whitefish Lake and Lakeshore Protection Committee met on May 14, 2014 and considered the request. Following staff's presentation and public comment, including public comment from Mike Koopal of the Whitefish Lake Institute, the Committee moved and seconded to recommend approval of the above referenced lakeshore construction permit. However the motion failed 2-6 and the permit recommendation was denial. The main concerns of the Committee were the overall operation of the separator, how it would be buried underground, if it would be submerged during high-water events, if the outflow pipe is solid or perforated, the number of days it takes for the concrete to cure completely, moving the project location further above the high water elevation, how many people actually drain their boats at the city ramp, and the potential for the project to be installed in the fall instead of immediately.

Since that meeting both Senior Project Engineer Hilding and Ryan Mitchell from Robert Peccia & Associates met with Planner Minnich to address the concerns of the Lakeshore Protection Committee and Mike Koopal; and Engineer Mitchell said they have incorporated ideas from that collaboration in the final design. He said this is a well-designed solution, and the best available, for a problem that has been a concern of Whitefish Lake Institute's for several years. The design is not yet final, but the plan is to have it installed this fall.

Councilor Hildner offered a motion, second by Councilor Sweeney, to approve the lakeshore construction permit for the City of Whitefish as described in Staff Report WLP-14-W16, subject to twelve (12) Conditions of Approval.

Councilor Hildner said it seems that issues have been satisfactorily addressed; the project will need to include complete signage and public information and education to be successful.

Councilor Anderson recognized Mike Koopal to address the Council, who said his concerns were satisfactorily addressed and he is glad this project is coming to fruition from findings of their 2005-2006 study of lake water quality.

The motion passed unanimously.

8) COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR

- a) **Resolution No. 14-15; A Resolution establishing "No Parking" Zones along a portion of Flathead Avenue (p. 375) (CD 2:17:21)**

Public Works Director Wilson said this request originated from the Police and Fire Departments as the congestion from on-street parking on Flathead Avenue immediately west of Baker Avenue causes challenges for emergency vehicles. The proposed No Parking zones are just 80' and 100' west of the intersection of Flathead and Baker Avenues, on the north and south sides of Flathead Avenue, respectively. Notices were sent to the adjacent businesses regarding this possible Council action. City Manager Stearns said Art Krueger, manager of the WAVE, spoke to him in support of this proposal. Police Chief Dial spoke in favor of this resolution.

Councilor Anderson offered a motion, second by Councilor Frandsen, to approve Resolution No 14-15 designating two "No Parking" zones along Flathead Avenue. The motion passed unanimously.

9) COMMUNICATIONS FROM CITY MANAGER (CD 2:19:17)

- a) **Written report enclosed with the packet. Questions from Mayor or Council? (p. 381) – None.**
- b) **Other items arising between May 28th and June 2nd - None.**

10) COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS (CD 2:19:29)

- a) **Letter from North Valley Food Bank regarding a request to change the name of a portion of West 15th Street alongside the Food Bank to June's Way (p. 385)**

City Manager Stearns asked for Council's direction regarding the letter in the packet from the North Valley Food Bank requesting a street name change on a street adjacent to their building. Councilor Anderson said he would support the one block that is in front of the Food Bank to be renamed June's Way, as requested, and other Councilors agreed. Staff will proceed with the proper documents to bring back for Council action.

Councilor Hildner again brought up the out-of-plumb and out-of-alignment bridge monuments (he said 3 out of 4 are not straight); and he would like to see the solution with a time line in writing. Director Wilson said he is meeting with MDOT and the contractors on Wednesday morning to walk through the project and he will make sure that is addressed. Councilor Anderson said he agreed with Councilor Hildner that this needs to be addressed.

Mayor Muhlfeld asked if there was any other business from Council or Staff; Police Chief Dial reminded everyone to vote at elections tomorrow – June 3rd.

11) ADJOURNMENT (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority) (CD 2:25:30)

Mayor Muhlfeld adjourned the meeting at 9:32 p.m.

Mayor John M. Muhlfeld

Attest:

Necile Lorang, City Clerk

ORDINANCE NO. 14-05

An Ordinance of the City Council of the City of Whitefish, Montana, approving a zoning change and amendment of the Whitefish Zoning Jurisdiction Map to rezone Tracts 1D and 1DA, located at 1500 E. 2nd Street, Section 32, Township 31 North, Range 21 West, Whitefish, Montana, from WA (Agricultural District) to WER (Estate Residential District).

WHEREAS, Community Infill Partners, LLC (Applicant), seeks a zoning change and amendment of the Whitefish Zoning Jurisdiction Map to rezone Tracts 1D and 1DA from WA (Agricultural District) to WER (Estate Residential District), in Section 32, Township 31 North, Range 21 West, Whitefish, Flathead County, Montana, located at 1500 E. 2nd Street in conjunction with its Preliminary Plat and Planned Unit Development application (WPP 14-03/WPUD 14-02) to develop a 62-lot subdivision; and

WHEREAS, in response to Applicant's current zoning change request, the Whitefish Planning and Building Department prepared Zone Change Staff Report WZC 14-01, dated April 10, 2014, which reviewed the proposed zone change to facilitate the proposed Preliminary Plat and Planned Unit Development (PUD) and recommended that the Whitefish City Council approve the rezone, Staff Report WZC 14-01, proposed findings of fact, and zoning map amendment; and

WHEREAS, at a lawfully noticed public hearing on May 15, 2014, the Whitefish City-County Planning Board reviewed the Applicant's development plan, received an oral report from Planning Staff and Applicant, reviewed the April 10, 2014 Zone Change Staff Report WZC 14-01, proposed findings, invited public comment, and thereafter voted to recommend the zoning change request and map amendment to the Whitefish City Council; and

WHEREAS, at a lawfully noticed public hearing on June 2, 2014, the Whitefish City Council received an oral report from Planning Staff and Applicant, reviewed Zone Change Report WZC 14-01, proposed findings of fact, took public comment, and thereafter voted to approve the zone change and map amendment, the WZC 14-01 Staff Report, and adopted Findings of Fact; and

WHEREAS, it will be in the best interests of the City of Whitefish, and its inhabitants, to approve the zone change and map amendment.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Whitefish, Montana, as follows:

Section 1: All of the recitals set forth above are adopted as Findings of Fact.

Section 2: Zone Change Report WZC 14-01, review and proposed findings of fact, zone change and map amendment are approved, and hereby adopted as Findings of Fact.

Section 3: The property identified as Tracts 1D and 1DA, located at 1500 E. 2nd Street, Section 32, Township 31 North, Range 21 West, Whitefish, Montana, which was previously zoned WA (Agricultural District) is hereby rezoned to WER (Estate Residential District).

Section 4: The Zoning Administrator is hereby authorized and directed to amend the official zoning map to conform to the terms of this Ordinance.

Section 5: In the event any word, phrase, clause, sentence, paragraph, section or other part of the Ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid, and the remaining provisions thereof shall continue in full force and effect.

Section 6: This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Whitefish, Montana, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, THIS _____ DAY OF _____, 2014.

John M. Muhlfeld, Mayor

ATTEST:

Necile Lorang, City Clerk

ORDINANCE NO. 14-06

An Ordinance of the City Council of the City of Whitefish, Montana, approving the Second Street Residences Preliminary Plat and Planned Unit Development for 62 lots located at 100 Wild Rose Lane and 1500 E. 2nd Street, Whitefish.

WHEREAS, Community Infill Partners, LLC (Applicant), applied to the Whitefish Planning and Building Department for a Preliminary Plat and Planned Unit Development (PUD) overlay to develop 23.789 acres into 62 dwelling units (54 single family detached units and 8 townhouse units in four buildings), on the real property located at 100 Wild Rose Lane and 1500 E. 2nd Street and described as Tracts 1K, 1D and 1DA, in Section 32, Township 31 North, Range 21 West, Whitefish, Flathead County, Montana (WPP 14-03/WPUD 14-02), in conjunction with its proposed rezone; and

WHEREAS, in response to such application for a Preliminary Plat and PUD, the Whitefish Planning and Building Department prepared the Second Street Residences Staff Reports, dated April 10, 2014, WPP 14-03/WPUD 14-02, which reviewed and analyzed the proposed Preliminary Plat and PUD, deviations to the zoning standards, and subdivision variance criteria to street standards, and recommended that the Whitefish City Council approve the proposed Subdivision and PUD, adopt the proposed findings of fact, grant the deviations to the zoning, approve the subdivision variance for the sidewalk, but not approve the variance for the cul-de-sac length and landscape islands in the right-of-way, all subject to 28 conditions of approval; and

WHEREAS, at a lawfully noticed public hearing on May 15, 2014, the Whitefish City-County Planning Board received an oral report from Planning Staff and Applicant, reviewed the April 10, 2014 Second Street Residences Staff Reports WPP 14-03/WPUD 14-02, proposed findings of fact, deviations to the zoning, and subdivision variance for the sidewalk, the cul-de-sac length and landscape islands in the right-of-way, and 28 conditions of approval, invited public comment, discussed the proposed subdivision and PUD and rezone request, deviations to zoning and subdivision variance, amended the proposed conditions of approval, and thereafter recommended approval of the subdivision and PUD, subject to 27 conditions of approval, as amended; and

WHEREAS, at a lawfully noticed public hearing on June 2, 2014, the Whitefish City Council received an oral report from Planning Staff and Applicant, reviewed the Second Street Residences Staff Reports WPP 14-03/WPUD 14-02, proposed findings of fact, deviations to the zoning, subdivision variances for the sidewalk, but did not recommend the cul-de-sac and landscape islands variance requests, subject to 28 conditions of approval in favor of the subdivision and PUD, the Planning Board's recommendation of approval of the subdivision and PUD, the zoning deviations and subdivision variances and amended conditions of approval, invited public comment, and thereafter voted to approve the Second Street Residences Subdivision and PUD, April 10, 2014 Staff Reports, WPP 14-03/WPUD 14-02, Findings of Fact, deviations to zoning, subdivision variance for the sidewalk, but did not approve the subdivision variance for the cul-de-sac length and landscape islands in the right-of-way, all subject to the amended 28 conditions of approval attached as Exhibit "A", and incorporated herein by reference; and

WHEREAS, it will be in the best interests of the City of Whitefish, and its inhabitants, to approve the Subdivision, PUD, Staff Reports WPP 14-03/WPUD 14-02, deviations to zoning, and subdivision variance for sidewalk only, subject to the 27 conditions of approval, attached as Exhibit "A", and adopt the Findings of Fact.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Whitefish, Montana, as follows:

Section 1: All of the recitals set forth above are adopted as Findings of Fact.

Section 2: The City Council hereby approves the Second Street Residences Preliminary Plat and Planned Unit Development, zoning deviations, subdivision variances, subject to 28 conditions of approval, shown on Exhibit "A", the April 10, 2014 Staff Reports WPP 14-03/WPUD 14-02, and adopts the Findings of Fact.

Section 3: The City Council hereby approves the requested Second Street Residences Planned Unit Development to overlay the real property identified as Tracts 1K, 1D and 1DA, in Section 32, Township 31 North, Range 21 West, to develop 23.789 acres into 62 dwelling units, subject to the conditions of approval, shown on Exhibit "A".

Section 4: The official zoning map of the City of Whitefish, Montana, be amended, altered and changed to provide that the real property located at 1500 E. 2nd Street, legally described as Tracts 1K, 1D and 1DA in Section 32, Township 31 N, Range 21 W, P.M.M., Flathead County, Montana, shall have a Planned Unit Development Overlay, which shall modify the requirements of the underlying WER zone and shall be subject to all of the requirements shown on Exhibit "A".

Section 5: The Zoning Administrator is hereby authorized and directed to amend the official zoning map to conform to the terms of this Ordinance.

Section 6: In the event any word, phrase, clause, sentence, paragraph, section or other part of the Ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid, and the remaining provisions thereof shall continue in full force and effect.

Section 7: This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Whitefish, Montana, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, THIS _____ DAY OF _____, 2014.

John M. Muhlfeld, Mayor

ATTEST:

Necile Lorang, City Clerk

Exhibit "A"
2nd STREET RESIDENCES
WZC 14-01/WPP 14-03/WPUD 14-02
Approved Zoning Deviations, Subdivision Variances and
Conditions of Approval

Zoning Deviations Approved:

- WR-1 setbacks across the entire project
- WR-1 lot coverage of 35% across the entire project
- Minimum Lot Area Varied, but less than the WER and WR-1 zoning standards
- Minimum Lot Width Varied, but less than the WER and WR-1 zoning standards

Subdivision Variances Approved, as depicted on the approved preliminary plat map:

- Sidewalk on one side of the street along the railroad right-of-way
1. The subdivision shall comply with Title 12 (Subdivision Regulations) and Title 11 (Zoning Regulations) and all other applicable requirements of the Whitefish City Code, except as amended by these conditions.
 2. Except as amended by these conditions, the development of the subdivision and planned unit development shall be in substantial conformance with the approved preliminary plat, site plan and elevations that govern the general location of lots, roadways, parking, landscaping and improvements and labeled as "approved plans" by the City Council.
 3. Prior to any pre-construction meeting, construction, excavation, grading or other terrain disturbance, plans for all on and off site infrastructure shall be submitted to and approved by the Whitefish Public Works Department. The improvements (water, sewer, roads, street lights, trails, sidewalks, driveways, etc.) within the development shall be designed and constructed by a licensed engineer and in accordance with the City of Whitefish's design and construction standards. The Public Works Director shall approve the design prior to construction. Plans for grading, drainage, utilities, streets, sidewalks and other improvements shall be submitted as a package and reviewed concurrently. No individual improvement designs shall be accepted by Public Works. (City Engineering Standards, 2009)
 4. Approval of the preliminary plat is subject to approval of detailed design of all on and off site improvements, including drainage. Through review of detailed road and drainage plans, applicant is advised that the number, density and/or location of building lots, as well as the location and width of the road right-of-way, and widths of rights-of-way shown on the preliminary plat may change depending upon constructability of roads, pedestrian walkways, and necessary retaining walls within the right-of-way, on-site retention needs, drainage easements or other drainage facilities or appurtenances needed to serve the subject property and/or upstream properties as applicable. This plan shall include a strategy for long-term maintenance. Fill on-site shall be the minimum needed to achieve positive

drainage, and the detailed drainage plan will be reviewed by the City using that criterion. (City Engineering Standards, 2009)

5. Prior to any ground disturbing activities, a plan shall be submitted for review and approval by the Public Works and Planning/Building Department. The plan shall include, but may not necessarily be limited to, the following:
 - Dust abatement and control of fugitive dust.
 - Hours of construction activity.
 - Noise abatement.
 - Control of erosion and siltation.
 - Routing for heavy equipment, hauling, and employees.
 - Construction office siting, staging areas for material and vehicles, and employee parking.
 - Measures to prevent soil and construction debris from being tracked onto public roadways, including procedures to remove soil and construction debris from roadways as necessary.
 - Detours of vehicular, pedestrian, and bicycle traffic as necessary.
 - Notation of any street closures or need to work in public right-of-way.(City Engineering Standards, 2009)
6. Provide a sewer and water easement from E. 2nd Street to the north property line. In addition, the city will need maintenance easements to serve these lines. These easements shall be signed and recorded within 30-days of Council approval. (Staff Report, Finding 8)
7. Easement along E. 2nd Street shall be renamed utility and sidewalk easement. (Finding 4)
8. A sidewalk and planter strip with street trees be installed along the frontage of E. 2nd Street from Armory Road to Wild Rose Lane; and require Cash-in-Lieu for the remainder of the sidewalk from Wild Rose Lane to the western property line to be paid at the time of final plat. In addition, two crossings shall be installed across Armory Road at locations determined by the Public Works Director. (Finding 8).
9. A road extension of Wild Rose Lane and Ponderosa Court shall be fully constructed to the eastern edge of the property and shall be signed 'Future Street Connection'. The final location and alignment of these roadway extensions shall be determined by the Public Works Director. (Finding 4, Subdivision Regulations, §12-4-15H)
10. Street lighting shall be required in accordance with the Whitefish Standards for Design and Construction. Street and other on-site lighting shall be dark sky compliant and meet the requirements of the City's Outdoor Lighting ordinance. (Zoning Regulations §11-3-25; City Engineering Standards, 2009)
11. No fire hydrants shall be located under any overhead power lines. (Finding 1)

12. Ponderosa Court shall not terminate in a cul-de-sac. Prior to final plat approval for Phase III, Ponderosa Court shall be constructed as a through road, either by connecting back to Armory Road or to the east and intersect with E. 2nd Street. The final location and alignment shall be approved by the Public Works Department. (Findings 1 and 4)
13. Garage-forward designed townhouses are not permit within this development. (Finding 8, Architectural Review Standards 6.6.3., §12-4-12I)
14. The Fire Marshal shall approve the placement and design of all fire hydrants prior to their installation and fire access. (UFC; Subdivision Regulations §12-4-18; Engineering Standards, 2009)
15. A Certificate of Subdivision Approval be obtained from the Department of Environmental Quality and written approval by the Whitefish Public Works Department approving the storm drainage, water and sewage facilities for the subdivision. (Subdivision Regulations, Appendix C)
16. The storm water facility shall only be permitted in the outer 25% of the wetland buffer. (Finding 3, § 11-3-29C(5)(h))
17. A report shall be submitted with the final buffer averaging details. This report shall indicate the overall area required, the amount being reduce and a 'to scale' drawing showing the minimum width of no less than 50-feet. (Staff Report, Finding 3; Zoning Regulations §11-3-29C)
18. A wetland buffer restoration plan shall be submitted to Planning and Public Works Departments for review and approval. A financial guarantee of 125% of the restoration plant materials and installation to be held for the 5-year monitoring period and shall be held by the city. (Staff Report, Finding 3; Zoning Regulations §11-7-10E)
19. A trail, open to the public, shall be installed the entire length of the creek/wetland buffer connecting to E. 2nd Street sidewalk. The final details of the trail installation shall be submitted to the Planning Department for review and approval. (Findings 3 and 8, 11-3-29C(5)(c))
20. A split rail fence or some other delineation, with the exception of chain link, along the restored wetland buffer shall be installed and maintained for the life of the project. The proposed delineation shall be reviewed and approved by the Planning Department prior to its installation. (Staff Report, Finding 7)
21. Dedication of the 4.04 acre parkland with the exception of the storm water facility shall be approved in accordance with State Law at the time of final plat. The parkland is subject to a reservation of a twenty-foot (20') easement for City Utilities. (Finding 4)

22. An open space plan for each phase shall be submitted to the Planning Department for review and approval. Such plan shall include: landscaping, details on the active pocket parks, trail location and materials, outdoor lighting and plan for the open spaces behind and next to the single family lots to ensure usability, natural surveillance and delineation between private property and neighborhood open spaces. (Finding 4)
23. All areas disturbed because of road and utility construction shall be re-seeded as soon as practical to inhibit erosion and spread of noxious weeds. All noxious weeds, as described by Whitefish City Code, shall be removed throughout the life of the development by the recorded property owner or homeowners' association. (Subdivision Regulations §12-4-30)
24. The following notes shall be placed on the face of the plat:
 - House numbers shall be located in a clearly visible location. (Subdivision Regulations §12-4-6; Staff Report Finding 5; City Engineering Standards, 2009)
25. A common off-street mail facility shall be provided by the developer and approved by the local post office. (Subdivision Regulations §12-4-24)
26. Prior to approval of the final plat, the applicant shall produce a copy of the proposed Covenants, Conditions and Restrictions (CC&Rs) for Second Street Residences Subdivision Homeowners' Association (HOA) providing for:
 - Long-term maintenance of the open spaces – including proper mitigation for wildland fire protection and annual maintenance;
 - Long-term weed management plan. The weed management plan shall be submitted to the Planning Department for review and approval prior to final plat; and
 - Long-term maintenance plan for drainage and storm water management facilities. (Subdivision Regulations §12-4-30; Staff Report Finding 3; City Engineering Standards, 2009)
27. The Second Street Residences preliminary plat and planned unit development is approved for three years from Council action. (Subdivision Regulations, §12-3-8)
28. Fence heights across the entire subdivision shall not exceed three-feet.

PLANNING & BUILDING DEPARTMENT
510 Railway Street, PO Box 158, Whitefish, MT 59937
(406) 863-2410 Fax (406) 863-2409



June 10, 2014

Mayor and City Council
City of Whitefish
PO Box 158
Whitefish, MT 59937

Re: Final Plat for Sellwood Subdivision; WFP 14-02

Honorable Mayor and Council Members:

This office is in receipt of a final plat application from Colin and Teri Sellwood. This is a 2-lot subdivision located at 3930 Highway 40. The property is zoned WBSD (Business Service District). Preliminary plat approval was granted by the City Council on January 6-2014, subject to nine conditions.

Following is a list of the conditions of approval and a discussion of how they have been met.

COMPLIANCE WITH PRELIMINARY PLAT CONDITIONS OF APPROVAL:

Condition 1. The development of the subdivision shall be in substantial conformance with the approved preliminary plat.

- Condition met. The plat is in substantial conformance with the approved preliminary plat.

Condition 2. The private driveway shall be improved to a 20-foot wide all-weather surface ending in a suitable emergency turn-around. (Whitefish Zoning Regulations, §11-6-3-1D; Staff Report, Findings 1 and 4; 2009 IFC, Appendix D, D103.4)

- Condition met. The Columbia Falls Fire Department approved the emergency access and it has been installed. See attached letter from Fire Chief Rick Hagen.

Condition 3. A new approach permit from Montana Department of Transportation shall be obtained. (Finding 1)

- Condition met. See attached MDT Driveway Approach permit.

Condition 4. A Certificate of Subdivision Approval be obtained from the Department of Environmental Quality. (Finding 4, Subdivision Regulations, Appendix C)

- Condition met. See attached letters from Montana DEQ.

Condition 5. All areas disturbed because of road construction shall be re-seeded as soon as practical to inhibit erosion and spread of noxious weeds. (Whitefish Subdivision Regulations, §12-4-30)

- Condition met. See notes on face of plat.

Condition 6. That a common off-street mail facility shall be provided by the developer and approved by the local post office. (Whitefish Subdivision Regulations, §12-4-24)

Condition 7. The following notes shall be placed on the final plat:

- a. That house numbers shall be posted on the house in a clearly visible location.
- b. All noxious weeds shall be removed throughout the life of the development by the recorded property owner.

- Condition met. See notes on the face of the plat.

Condition 8. A Road Owners' Agreement, signed by all users and recorded with the Flathead County Clerk and Records Office, indicating all owners shall be responsible for the long-term maintenance of the shared private driveway including snow removal.

- Condition met. Attached please find the Road Users' Agreement.

Condition 9. The preliminary plat is valid for a period of three years from the date of approval.

- Condition met. The preliminary plat was approved by the Whitefish City Council on January 6, 2014.

Please be advised that the Council should act on this application within 30-days following receipt of this recommendation.

Sincerely,



Wendy Compton-Ring, AICP
Senior Planner

Attachments: 2 reproducible Mylar of final plat

Final plat application (received 5-30-14)
Letter – applicant (5-28-14)
Treasurer’s Certification (5-27-14)
Letter – DEQ, EQ#14-1653 (2-12-14)
Letter – DEQ, EQ#14-1778 (4-28-14)
Commitment for Title Insurance, Stewart Title Company, File No.
60769 (5-12-14)
Deed of Trust, 200427112130
Consent to Plat, Glacier Bank (5-27-14)
Consent to Plat, MERS (6-5-14)
Road Maintenance Agreement (dated 5-15-14)
Shared Well Agreement and Well Easement (1-22-14)
Montana Department of Transportation Driveway Approach Permit (1-
29-14)
Letter, Columbia Falls Fire Chief Rick Hagen, 5-19-14

c/w/att: Necile Lorang, Whitefish City Clerk

c/wo/att: Colin & Teri Sellwood PO Box 4564 Whitefish, MT 59937



City of Whitefish
 Planning & Building Department
 PO Box 158
 510 Railway Street
 Whitefish, MT 59937
 Phone: 406-863-2410 Fax: 406-863-2409

File #: WFP 14-02
 Date: _____
 Intake Staff: _____
 Date Complete: _____

FINAL PLAT APPLICATION

FEE ATTACHED \$ 1256⁰⁰
 (See current fee schedule)

INSTRUCTIONS:

- Submit the application fee, a complete application, with appropriate attachments, to the Whitefish Planning & Building Department no less than **90 days** prior to expiration date of the preliminary plat.
- When all application materials are submitted to the Planning & Building Department, and the staff finds the application is complete, the staff will submit a report to the City Council. Incomplete submittals will not be accepted and will not be forwarded to the Council for approval. Changes to the approved preliminary plat may necessitate reconsideration by the Planning Board.
- The regularly scheduled meetings of the City Council are the first and third Mondays of each month at 7:10PM in the Council Chambers at 402 E 2nd Street.

All applicable items required by Appendix C: Final Plat Contents of the Whitefish Subdivision Regulations must be submitted with the application for final plat including the following. Check items attached or not applicable.

<u>Not</u> <u>Applicable</u>	<u>Attached</u>	(MUST CHECK ONE)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cover letter listing each condition of approval and individually state how each condition is specifically met. In cases where documentation is required, such as an engineer's certification, State Department of Health certification, etc., original letters shall be submitted. Blanket statements stating, for example, "all improvements are in place" are not acceptable.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Montana DEQ Health Department Certification (<i>Original</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Title Report, not more than 90 days old
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tax Certification (<i>Property taxes must be paid</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Consent(s) to Plat (<i>Originals and notarized</i>)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engineer's Certification (<i>Original</i>)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Subdivision Improvements Agreement (<i>Attach collateral</i>)</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engineering Improvements (<i>sidewalks, walkways, street lights, street signs, solid waste facilities, utilities</i>)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscaping Improvements (<i>landscaping, street trees, parkland improvements – trails, park facilities,)</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Parkland Cash-in-Lieu (<i>Check attached payable to City of Whitefish</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maintenance Agreement (<i>as applicable: stormwater facility, private roads, parks, etc</i>)

X

Articles of Incorporation and Conditions, Covenants & Restrictions

X

Approach Permit (when applicable)

X

Plat: signed mylars: 2, 24" x 36" paper copy: 2, 11" x 17" paper copy: 1 and .pdf
The plat must be signed by all owners of record, the surveyor and the examining land surveyor.

Project /Subdivision Name: SELLWOOD SUBDIVISION

Date of Preliminary Plat Approval: JANUARY 6, 2014

OWNER(S) OF RECORD:

Name: COLIN & TERY SELLWOOD Phone: 862-1553

Mailing Address: P.O. Box 4564

City, State, Zip: WHITEFISH, MT 59937

Email: cwsellwood@gmail.com / tmsellwood@gmail.com

APPLICANT (if different than above):

Name: _____ Phone: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____

TECHNICAL/PROFESSIONAL:

Name: _____ Phone: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____

Name: _____ Phone: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____

PROJECT DESCRIPTION:

Type of Subdivision: Residential Industrial Commercial PUD Other
Total Number of Lots in Subdivision 2 Land in Project (acres) 2.2
Parkland (acres) _____ Cash-in-Lieu \$ _____ Exempt

NUMBER OF LOTS BY TYPE:

Single Family: _____ Townhouse: _____ Mobile Home Park: _____ Duplex: _____ Apartment: _____
Recreational Vehicle Park: _____ Commercial: _____ Industrial: 1 Planned Unit Development: _____
Condominium: _____ Multi-Family: _____ Other: 1 (Single Family / Light Commercial)

Legal Description of the Property:

lots 1 and 2 SELLWOOD SUBDIVISION
16-30-21 FLATHEAD COUNTY, MT

I hereby certify that the information contained or accompanied in this application is true and correct to the best of my knowledge. The signing of this application signifies approval for the Whitefish staff to be present on the property for routine monitoring and inspection during the approval and development process.

Colin Bellwood
Owner's Signature¹

5/30/14
Date

COLIN BELLWOOD
Print Name

Applicant's Signature

Date

Print Name

Representative's Signature

Date

Print Name

Date

****NOTE: Please be advised that the County Clerk & Recorder and the City of Whitefish request that all subdivision final plat applications be accompanied with digital copies.**

****A digital copy of the final plat in a Drawing Interchange File (DXF) format or an AutoCAD file format, consisting of the following layers:**

- 1. Exterior boundary of subdivision
- 2. Lot or park boundaries
- 3. Easements
- 4. Roads or rights-of-way
- 5. A tie to either an existing subdivision corner or a corner of the public land survey system

¹ May be signed by the applicant or representative, authorization letter from owner must be attached. If there are multiple owners, a letter authorizing one owner to be the authorized representative for all must be included

P.O. Box 4564
Whitefish, MT 59937
May 28, 2014

Wendy Compton-Ring
Planning and Building Department,
510 Railway Street,
Whitefish, MT 59937

Dear Wendy,

Re: Sellwood subdivision WPP 13-11

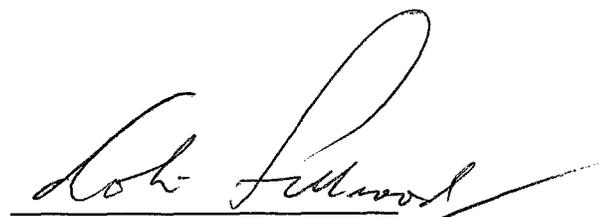
On January 6th, 2014, the Whitefish City Council gave us approval for a minor subdivision on Highway 40, subject to our meeting nine conditions before granting Final Approval.

Those conditions were listed on Exhibit A, and I'm attaching a copy of that Exhibit listing those nine conditions, and on that copy we've printed our verification of completion of each of those conditions in bold underlined type.

Please let us know if you have any questions, or need more information.

Sincerely,


Teri Sellwood


Colin Sellwood

**Exhibit A
Sellwood
Preliminary Plat
WPP13-11
Whitefish City Council
Conditions of Approval
January 6, 2014**

The Whitefish City Council approved the project subject to the following conditions of approval:

1. The development of the subdivision shall be in substantial conformance with the approved preliminary plat.
The survey has been completed by F & H Surveying and it conforms exactly to the preliminary plat.
2. The private driveway shall be improved to a 20-foot wide all-weather surface ending in a suitable emergency turn-around. (Whitefish Zoning Regulations, §11-6-3-1D; Staff Report, Findings 1 and 4; 2009 IFC, Appendix D, D103.4)
The driveway has been paved with asphalt to a 20-foot width, with an emergency turn-around. Attached is a copy of an email from Columbia Falls Fire Chief Rick Hagen to Wendy Compton-Ring of the Whitefish Planning and Building Department, confirming the approval of the work completed.
3. A new approach permit from Montana Department of Transportation shall be obtained. (Finding 1)
The original copy of the new MDOT permit is attached.
4. A Certificate of Subdivision Approval be obtained from the Department of Environmental Quality. (Finding 4, Subdivision Regulations, Appendix C)
Attached are two copies of the MDEQ Approval – one for Lot #1 and the other for Lot #2 – the originals will be recorded as soon as the subdivision has been approved.
5. All areas disturbed because of road construction shall be re-seeded as soon as practical to inhibit erosion and spread of noxious weeds. (Whitefish Subdivision Regulations, §12-4-30)
This was completed on 5/17/2014
6. That a common off-street mail facility shall be provided by the developer and approved by the local post office. (Whitefish Subdivision Regulations, §12-4-24)
The subject property is in the Columbia Falls mailing district, so Colin Sellwood called Steve Kvapil (Columbia Falls Postmaster) and told him that both Lots intend to use Post Office Boxes; Steve confirmed that therefore no highway mail boxes will be required.

7. The following notes shall be placed on the final plat:
 - a. That house numbers shall be posted on the house in a clearly visible location.
Completed May 28, 2014
 - b. All noxious weeds shall be removed throughout the life of the development by the recorded property owner.
(Subdivision Regulations, Appendix D)
Understood and agreed
8. A Road Owners' Agreement, signed by all users and recorded with the Flathead County Clerk and Records Office, indicating all owners shall be responsible for the long-term maintenance of the shared private driveway including snow removal. (Staff Report, Findings 1 and 4)
Attached is a copy of the Road Owners' Agreement, and the original will be recorded as soon as the subdivision has been approved.
9. The preliminary plat is valid for a period of three years from the date of approval. (Whitefish Subdivision Regulations, §12-3-8)
OK, thank you!

Lal - tr12251/1



FLATHEAD COUNTY LAND INFORMATION SYSTEM

Inquiry by ADELE

ACCOUNT INFORMATION AS OF

Assessor # 0601700

Year 15

Geocode NO TAXES DUE AK

A 0601700 44
1M SELLWOOD, COLIN & TERI
4M PO BOX 4564
WHITEFISH MT 59937
4P 3930 HIGHWAY 40 W
COLUMBIA FALLS MT 59912

61 STAATS SUB 1
16 30 21 2.20 SAX

NO VALUE RECORD WAS FOUND FOR ASSRNO/YEAR
NO PERS PROP RECORD WAS FOUND FOR ASSRNO/YEAR

ALL DATA HAS BEEN DISPLAYED.

LAL	LAD	LMA	LDS		CVL	TEL		NOTES	LDT	TFR	LTA		
MAN	ADR	DSC	HR		VAL	PPV	CASER	CVIEW	RCPT	LTR			
MEMO	LAOS								LES	LTI	LTT		



OK

27 May 2014, 15:56:59 - Input Request





Montana Department of
ENVIRONMENTAL QUALITY

Steve Bullock, Governor
Tracy Stone-Manning, Director

P. O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • Website: www.deq.mt.gov

February 12, 2014

Jere Johnson
Environmental Health Consulting
4572 Whitefish Stage Road
Whitefish MT 59937

RE: Sellwood Subdivision
Flathead County
E.Q. #14-1653

Dear Mr Johnson:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

Barb Kingery FOR
Barb Kingery, Supervisor
Subdivision Review Section

BK/le

cc: County Sanitarian
County Planning Board

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION APPROVAL
(Section 76-4-101 et seq., MCA)

To: Clerk and Recorder
Flathead County
Kalispell, MT

EQ# 14-1653

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Sellwood Subdivision** located in the NE¼, Section 16, T30N, R21W, Flathead County, Montana,

consisting of two (2) lots have been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Chapter 17, Section 36, have been submitted and found to be in compliance therewith, and,

THAT approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the lot size as indicated on the Plat to be filed with the County Clerk and Recorder will not be further altered without approval, and,

THAT Lot 1 shall be used for one light commercial office serving not more than 5 employees and Lot 2 shall be used for one single family dwelling, and,

THAT a water user agreement has been prepared and shall be recorded at the time this Certificate of Subdivision Approval is filed, and,

THAT when the existing shared water supply is in need of extensive repairs or replacement, it shall be replaced by a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-chapters 1, 3 & 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT when the existing sewage treatment systems are in need of extensive repairs or replacement, it shall be replaced by a septic tank and subsurface drainfield of such size and description as will comply with Flathead City-County Regulations for Sewage Treatment Systems and Title 17, Chapter 36, Sub-chapters 1, 3 & 6 ARM before construction is started, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum high water level of a 100 year flood of any stream, lake, watercourse or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT operation and maintenance of the stormwater structures shall be as submitted in the design report and shall be performed by the owner of applicable Lots, and,

THAT the water supply, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide any purchaser of the property with a copy of the Plat, approved location of water supply and sewage treatment system and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3 & 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122(2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local Board of Health under section 50-2-116(1)(i), before filing a subdivision plat with the County Clerk and Recorder.

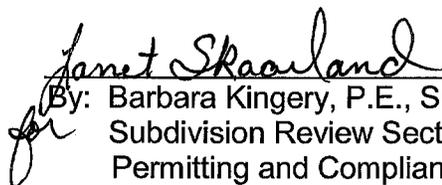
YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 10th day of February, 2014

Flathead City-County Health Officer

Tracy Stone-Manning, Director


By: Wendee Jacobs, R.S.
Flathead County Sanitarian


By: Barbara Kingery, P.E., Supervisor
Subdivision Review Section
Permitting and Compliance Division
Department of Environmental Quality

Co. No. 14/12

Owner's Name: Sellwood

Return to: _____

Taxes to: _____

RECEIVED

FEB 12 2014

MT DEQ PUBLIC WATER
& SUBDIVISION BUREAU

SHARED WATER WELL AGREEMENT
AND
WATER SUPPLY SYSTEM EASEMENT

THIS DECLARATION made this _____ day of _____, 2014 by Colin and Teri Sellwood of Whitefish, MT hereinafter referred to as "Declarant":

WHEREAS, the Declarant is the owner of real property located in Flathead County, State of Montana described as Sellwood Subdivision, Section 16, T30N R21W as recorded in the Records of the Clerk and recorder of Flathead County, Montana.

WHEREAS, the Declarant is the owner of one (1) well, located on Lot 2 within a water utility easement situated as shown on the PLAT, included with and made a part of this agreement.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant wishes to grant and convey to Lots 1 and 2, Sellwood Subdivision equal interest in the water well, pump, casing, access to the well head, piping & equipment and distribution lines together with all easements necessary for the beneficial use and enjoyment of the water system. The easement shall be ten feet (10') wide centered over the waterline to the well head as shown on the PLAT.

WITNESSETH:

WHEREAS, Colin and Teri Sellwood are the owners of Lot1, Sellwood Subdivision located in Section 16, Township 30 North, Range 21 West, Flathead County, Montana,

WHEREAS, Colin and Teri Sellwood are the owners of Lot 2, Sellwood Subdivision located in Section 16, Township 30 North, Range 21 West, Flathead County, Montana,

WHEREAS, the parties desire to provide for the mutual use of a water well and distribution system to benefit all of the said properties.

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. The owners of the above property described as Lots 1 and 2, Sellwood Subdivision (Declarant or his successors and assigns) will be entitled to one (1) domestic water service, one inch in size, from the well located on Lot 2 serving Lot 1 as shown on the PLAT.

2. The parties hereto do hereby grant, bargain, and convey unto each other an easement for the construction, repair, and maintenance of said well and distribution system. Said easement is more particularly described as follows:

A) The easement area for the well 10ft x 10ft and waterline is 10ft as shown on the PLAT.

3. That the well site shall be provided with the continued protection from the potential sources of contamination by way of a restrictive zone which shall extend for 100-foot radius around the well.

4. This declaration shall not be changed with regard to water and sewage facilities and solid waste disposal, where provides, without prior authorization from the Montana Department of Environmental Quality, or its local representatives.

Use of Water: The Declarant/parties hereto agree that the water from said water well shall be used primarily for one domestic single family household and one light commercial office. "Both Single family household consumption and light commercial use" shall be defined as in home or office use, garden, lawn or other small scale use appropriated for single family and light commercial rural residential use.

IT IS FURTHER AGREED that all of the covenants and agreements herein contained shall attach to and run with the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this grant first herein written,

DATED this _____ day of _____, 2014.

Colin Sellwood

Teri Sellwood

RECEIVED

FEB 13 2014

MT DEQ PUBLIC WATER
& SUBDIVISION BUREAU

STATE OF MONTANA)) ss.
County of Flathead)

On this _____ day of _____, 2014 before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person (s) whose names is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

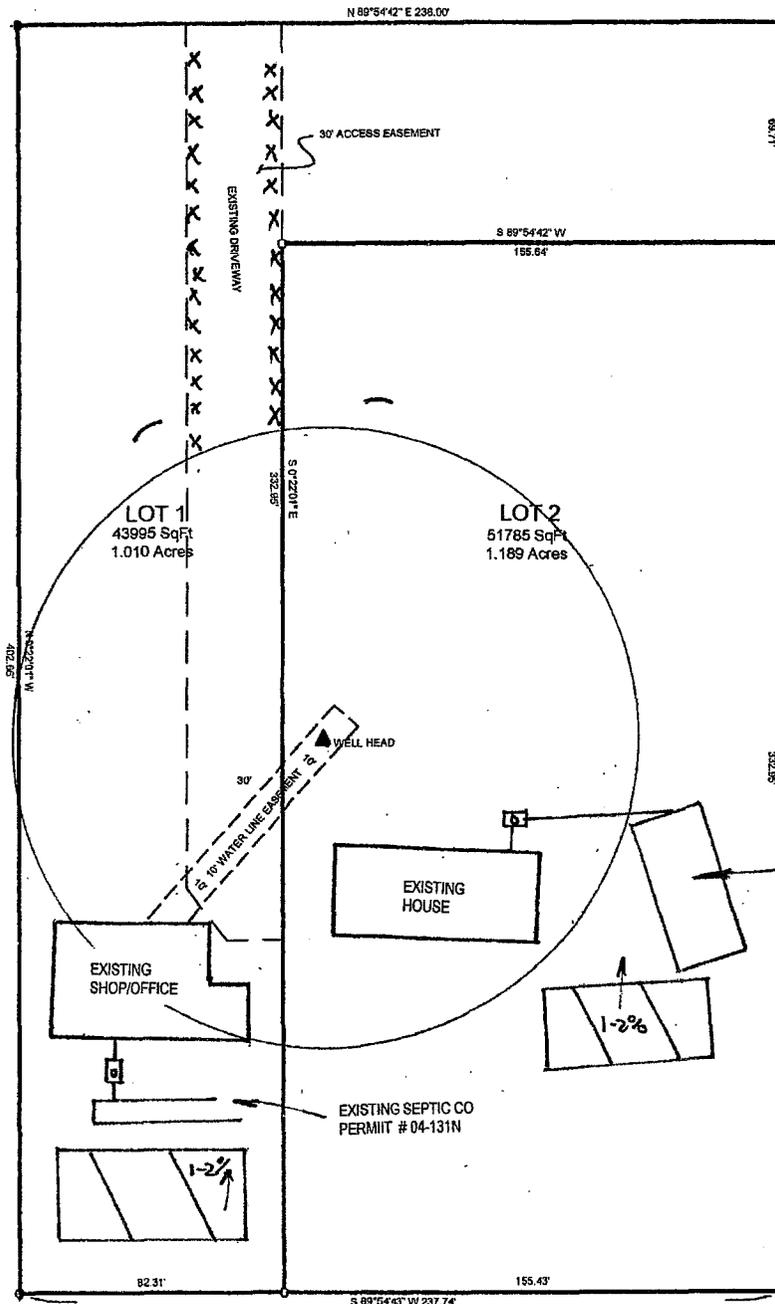
IN THE WITNESS WHEREOF, I have hereunto set my hand and affixed Notary Seal the day and year first above written.

Notary Public for the State of Montana
Residing at: _____
My Commission Expires: _____

SELLWOOD SUBDIVISION

NE 1/4 SECTION 16-T30N-R21W
FLATHEAD COUNTY

HIGHWAY 40



LEGEND

- PRIMARY / REPLACEMENT DRAINFIELD
 - EXISTING WELL
 - DETENTION SWALE
 - DRIVEWAY DITCH
- N
↑
1" = 60'

10 ft X 3ft X 1ft retention/detention basin below building site or in natural topographical low, and full length 3ft wide X 1ft deep with 3:1 slopes ditch along both sides of driveway.

NOTE:
ALL STORMWATER SHALL BE RETAINED ON THE PROPERTY. DRIVEWAY AND BUILDING CONSTRUCTION MUST BE COMPLETED SUCH THAT RUNOFF WILL NOT FLOW OFF PROPERTY.

STORM WATER MAINTENANCE AND REPAIRS SHALL BE CONDUCTED BY PROPERTY OWNER(S)

Reviewed by the Local Reviewing Authority
Under contract with
Department of Environmental Quality / PCID
Wendy Chubb 2/10/14
Local Reviewer Date

Accepted under contract
Janet Skarland 2/12/14
DEQ Representative Date
EQ #14-1653

EXISTING SEPTIC CO
PERMIT # 93-3191N

RECEIVED

FEB 12 2014

MT DEQ PUBLIC WATER
& SUBDIVISION BUREAU

Jere Johnson, R.S
Environmental Health Consulting
4572 Whitefish Stage Road
Whitefish MT 59937

NO DRAINFIELDS/WELLS/APPROVALS (100FT) OTHER THAN SHOWN (ALL SIDES)



Montana Department of
ENVIRONMENTAL QUALITY

Steve Bullock, Governor
Tracy Stone-Manning, Director

P. O. Box 200901 • Helena, MT 59620-0901 • (406) 444-2544 • Website: www.deq.mt.gov

April 28, 2014

Jere Johnson
Environmental Health Consulting
4572 Whitefish Stage Road
Whitefish MT 59937

RE: Rewrite Lot 2 Sellwood Subdivision
Flathead County
E.Q. #14-1778

Dear Mr Johnson:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you wish to challenge the conditions of this Certificate of Subdivision Plat Approval, you may request a hearing before the Board of Environmental Review or the Department, pursuant to Section 76-4-126, MCA and the Montana Administrative Procedures Act.

If you have any questions, please contact this office.

Sincerely,

Barb Kingery
Barb Kingery, Supervisor
Subdivision Review Section

BK/le

cc: County Sanitarian
County Planning Board

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION APPROVAL
(Section 76-4-101 et seq., MCA)

To: Clerk and Recorder
Flathead County
Kalispell, MT

EQ# 14-1778

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as Rewrite Lot 2 Sellwood Subdivision located in the NE¼, Section 16, T30N, R21W, Flathead County, Montana,

consisting of one (1) lot has been reviewed by personnel of the Permitting and Compliance Division, and,

THAT the documents and data required by ARM Chapter 17, Section 36, have been submitted and found to be in compliance therewith, and,

THAT approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the lot size as indicated on the Plat to be filed with the County Clerk and Recorder will not be further altered without approval, and,

THAT Lot 2 shall be used for one single family dwelling containing one light commercial office space to be utilized by the residents of the dwelling, and,

THAT when the existing shared water supply is in need of extensive repairs or replacement, it shall be replaced by a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-chapters 1, 3 & 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT when the existing sewage treatment system is in need of extensive repairs or replacement, it shall be replaced by a septic tank and subsurface drainfield of such size and description as will comply with Flathead City-County Regulations for Sewage Treatment Systems and Title 17, Chapter 36, Sub-chapters 1, 3 & 6 ARM before construction is started, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum high water level of a 100 year flood of any stream, lake, watercourse or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the water supply, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide any purchaser of the property with a copy of the Plat, approved location of water supply and sewage treatment system and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3 & 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122(2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local Board of Health under section 50-2-116(1)(i), before filing a subdivision plat with the County Clerk and Recorder.

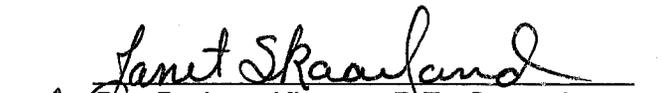
YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 17th day of April, 2014

Flathead City-County Health Officer


By: Wendee Jacobs, R.S.
Flathead County Sanitarian

Tracy Stone-Manning, Director


for By: Barbara Kingery, P.E., Supervisor
Subdivision Review Section
Permitting and Compliance Division
Department of Environmental Quality

Co. No. 14/24

Owner's Name: Sellwood

SELLWOOD SUBDIVISION

NE1/4 SECTION 16-T30N-R21W
FLATHEAD COUNTY

HIGHWAY 40

N 89°54'42" E 238.00'

LEGEND

-  PRIMARY / REPLACEMENT DRAINFIELD
 -  EXISTING WELL
 -  DETENTION SWALE
 -  DRIVEWAY DITCH
- N
↑
1" = 60'

10 ft X 3ft X 1ft retention/detention basin below building site or in natural topographical low, and full length 3ft wide X 1ft deep with 3:1 slopes ditch along both sides of driveway.

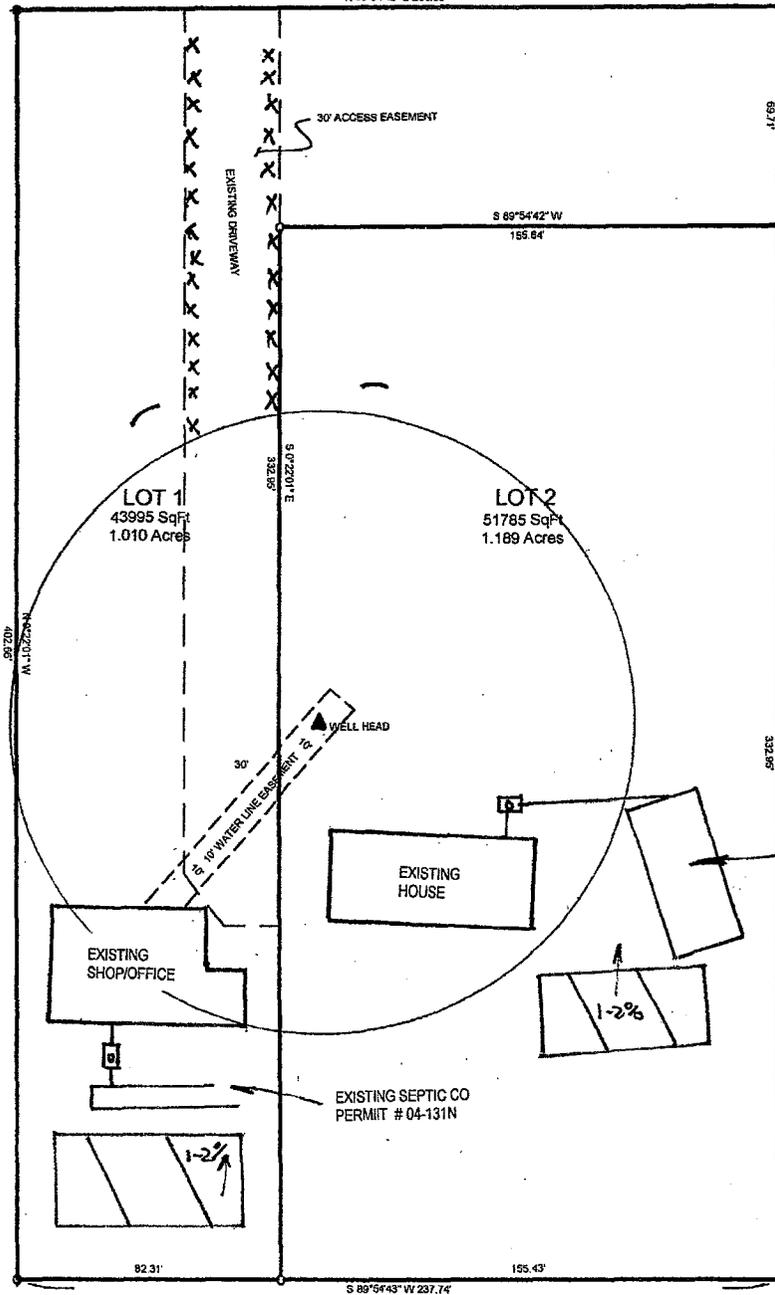
NOTE:
ALL STORMWATER SHALL BE RETAINED ON THE PROPERTY. DRIVEWAY AND BUILDING CONSTRUCTION MUST BE COMPLETED SUCH THAT RUNOFF WILL NOT FLOW OFF PROPERTY.

STORM WATER MAINTENANCE AND REPAIRS SHALL BE CONDUCTED BY PROPERTY OWNER(S)

RECEIVED

APR 24 2014

MT DEQ PUBLIC WATER
& SUBDIVISION BUREAU



Reviewed by the Local Reviewing Authority
Under contract with the
Department of Environmental Quality/PCD
Nicole Jacob B 4/17/14
Local Reviewer Date

Accepted under contract
Janet Skarland 4/25/14
DEQ Representative Date

EXISTING SEPTIC CO
PERMIT # 93-3191N

EXISTING SEPTIC CO
PERMIT # 04-131N

NO DRAINFIELDS/WELLS/APPROVALS (100FT) OTHER THAN SHOWN (ALL SIDES)

Jere Johnson, R.S
Environmental Health Consulting
4572 Whitefish Stage Road
Whitefish MT 59937

EQ# 14-1778

ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:


Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Sterling Title Services - Whitefish
Branch
307 Spokane Ave., Suite 101
Whitefish, MT 59937
(406) 862-7000
Prepared By: Tracy Martin





Denise Carraux
Secretary



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

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File No. 60769

004-UN ALTA Commitment (6/17/06)



COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 60769

Amended 1

1. **Effective Date:** May 12, 2014 at 8:00 A.M.

2. **Policy or Policies To Be Issued:**

Amount of Insurance

(a) A.L.T.A. Owner's	2006 (Standard)	Amount Premium	\$174,000.00 \$750.00
----------------------	-----------------	---------------------------	--------------------------

(underwriters percentage of the above fee is 14%)

Proposed Insured:

Delancey Direct Inc

(b) A.L.T.A. Loan	2006 (Standard)	Amount Premium	\$139,200.00 \$40.00
-------------------	-----------------	---------------------------	-------------------------

(underwriters percentage of the above fee is 14%)

Proposed Insured:

Colin Sellwood and Teri Sellwood

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

Fee Simple

4. **Title to the said estate or interest in said land is at the effective date hereof vested in:**

Colin Sellwood and Teri Sellwood, as Joint Tenants

5. **The land referred to in this Commitment is described as follows:**

Lot 1 of Staats Subdivision, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

For information purposes only, the property address is purported to be:
3930 Hwy 40 W, Columbia Falls, MT 59912



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART I**

File No.: 60769

The following are the requirements to be complied with:

1. Pay the agreed amount for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirement or exceptions.
5. When the proposed insured seeks ALTA extended coverage, we will require borrowers and/or sellers to execute an Indemnity and Affidavit as to debts, liens, and possession.
6. Satisfaction or release filed of record to release all Judgments, Liens, Mortgages, and Trust Indentures, if any, unless the proposed insured desires to assume or subordinate to said obligations.
7. If ALTA extended coverage is requested and/or if Stewart Title at its discretion feels a physical inspection of the property is necessary then an inspection will be performed. Any matters found by our inspection requiring disclosure to the parties involved in this transaction, will be shown in a supplemental report. Stewart Title has the right to add to the supplemental report additional exceptions to coverage, as it deems necessary.
8. Company requires Seller and Buyer to fully comply with the provisions of the Realty Transfer Act (M.C.A. 15-7-301 et. al.), which includes the requirement that Seller and Buyer fully complete a Realty Transfer Certificate which will be presented at closing. If either party fails to fully comply with the Realty Transfer Act, Company will add the following exception in the final title policy:
Any state or county taxing, assessing, or recording authority's failure to acknowledge the transfer to the Insured of the land described in Schedule A, pursuant to the Realty Transfer Act, as set forth in M.C.A. 15-7-301 et. al.
9. The Company requires for its review a copy of the articles of incorporation and bylaws, a satisfactory resolution of the Board of Directors authorizing the proposed transaction, Shareholders Resolution where applicable, and a Good Standing Certificate evidencing that the corporation is in good standing in the state of its incorporation. At the time the Company is furnished these items, the Company may make additional requirement or exceptions.



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

File No. 60769

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Record. No liability is assumed for errors, omissions or changes of assessed valuations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.
3. Any facts, rights, interest or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity.
9. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Flathead to use and occupy those certain roads and trails.
10. Real estate taxes or special assessments for the year 2014, that are due or payable, but unpaid.
11. For informational purposes only, do not rely upon for a tax payment. Flathead County records indicate the taxes for the year 2013 are:
FIRST HALF: \$1,436.09 PAID
SECOND HALF: \$1,436.07 PAID
TOTAL : \$2,872.16
Assessor No.: 44-0601700
Tax Roll No.: 33149



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II**

12. Provisions and conditions contained in Certificate of Approval by the State of Montana Department of Health and Environmental Sciences as attached to Certificate of Survey No. 4954.
13. Easement for underground electric distribution line granted to Pacificcorp, corporation, dba Pacific Power & Light Company, recorded June 3, 1993 as Document #9315411010, records of Flathead County, Montana.
14. Resolution No. 1057A regarding the Scenic Corridor Zoning District recorded February 23, 1995 as Document #9505415200, records of Flathead County, Montana.
15. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by the plat(s) of Staats Subdivision, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
16. Deed of Trust dated September 16, 2004 to secure payment of \$220,000.00, together with interest and any other obligations secured thereby, recorded September 22, 2004 as Document #200426616290, records of Flathead County, Montana.
Grantor: Colin Sellwood and Teri Sellwood
Trustee: Whitefish Title Services, Inc.
Beneficiary: Glacier Bank of Whitefish
Affects: A portion
17. Deed of Trust dated September 21, 2004 to secure payment of \$128,000.00, together with interest and any other obligations secured thereby, recorded September 27, 2004 as Document #200427112130, records of Flathead County, Montana.
Grantor: Colin Sellwood and Teri Sellwood
Trustee: Whitefish Title Services
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS),
Glacier Bank
Affects: A Portion
18. Declaration of Homestead executed by Colin William Sellwood and Theresa Mary Sellwood, recorded June 13, 2011 as Document #201100012051, records of Flathead County, Montana.

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File No. 60769

STG MT ALTA Commitment Sch B II

Page 2 of 2

**STEWART TITLE
GUARANTY COMPANY**



4

8

Escrow Number WY 08055
Title Number WY PM 36714

2004271 | 2130

0601700

Prepared by and When Recorded Return To:

TERI ANDREWS
GLACIER BANK
PO BOX 27
KALISPELL MT 59903-0027

LOAN NO. 12500762

-----[Space Above This Line For Recording Data]-----

DEED OF TRUST

MIN 100010401348480431

Trust Indenture Under the Small Tract Financing Act of Montana

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **SEPTEMBER 21, 2004**, together with all Riders to this document.

(B) "Borrower" is **COLIN SELWOOD AND TERI SELWOOD**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **GLACIER BANK**
Lender is a **CORPORATION** organized and existing under the laws of **MONTANA** Lender's address is **P.O. BOX 27 KALISPELL, MT 59903**

(D) "Trustee" is **WHITEFISH TITLE SERVICES**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting

2004271 1213 0

solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, NJ 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **SEPTEMBER 21, 2004**

The Note states that Borrower owes Lender

ONE HUNDRED TWENTY-EIGHT THOUSAND AND 00/100

Dollars (U.S. \$ **128,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **OCTOBER 1, 2034**. This Security Instrument secures 150% of the amount of the Note.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- Other(s)
- 1-4 Family Rider
- Biweekly Payment Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Esew Items" mean those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional

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or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor In Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of **FLATHEAD** [Type of Recording Jurisdiction]

of **FLATHEAD** [Name of Recording Jurisdiction]

"SEE ATTACHED LEGAL"

which currently has the address of **3930 HWY 40 W, COLUMBIA FALLS** [City]

Montana **59912** ("Property Address"): [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment(s) or partial payment(s) if the payment(s) or partial payment(s) are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payment(s) insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions

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of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the

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lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security

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would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whichever or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes,

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but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(n) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds: Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstated as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any rights of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing

it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the

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Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 13) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

MONTANA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
MERS 2027

Form 3077 (01/01)

2004271 12130

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender or Trustee shall record a notice of sale in each county in which any part of the Property is located, and Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law and after publication and posting of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk or recorder of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title power and duties conferred upon Trustee herein and by applicable law.

25. Area of Property. The area of the Property is not more than 40 acres.

200427112130

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

COLIN SELLWOOD (Seal) - Borrower

TERI SELLWOOD (Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

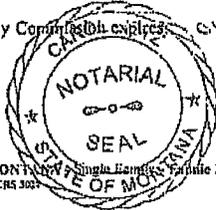
-----[Space Below This Line For Acknowledgment]-----

STATE OF MONTANA }
County of FLATHEAD } ss.

On this 21ST day of SEPTEMBER, 2004, before me, a Notary Public for the State of Montana, personally appeared COLIN SELLWOOD AND TERI SELLWOOD

known to me 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.

My Commission expires 06/15/2007



Carol J. Lutz Notary Public for the State of Montana
Residing at Whitchee, Montana

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A tract of land, situate, lying and being in the Northeast Quarter of Section 16, Township 30 North, Range 21 West, P.M.M., Flathead County, Montana and more particularly described as follows:

Beginning at the Southeast corner of Lot 1 Staats Subdivision, a map or plat on file in the office of the Flathead Clerk and Recorder: thence South 89°54'43" West, a distance of 154.87 feet along the South boundary of said Lot 1, thence leaving said South boundary North 00°05'17" West, a distance of 185.32 feet; thence North 89°40'11" East, a distance of 154.08 feet to the East boundary of said Lot 1; thence South 00°19'49" East, a distance of 185.97 feet to the Point of Beginning.

Tract 1 of Certificate of Survey No. 16171.

The above legal description is for Mortgage purposes only and may not be used on documents conveying title.

TOGETHER WITH A 30 foot easement along the existing private roadway for ingress and egress for the benefit of Tract 1.

Return to: Tari Andrews
Chronic Bank
P.O. Box 27
Kalispell, MT 59901

STATE OF MONTANA - COUNTY OF FLATHEAD.
RECORDED IN THE RECORDS OF FLATHEAD COUNTY, STATE OF MONTANA
AT THE REQUEST OF DTS OF
Sept 27 2004 12:13 BLOCK 90 OF PAGE
PAULA ROBINSON, CLERK AND RECORDER BY
Paula Robinson DEPT
RETURN
DOCUMENT # 2004271 | 2130

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
PART II

12. Provisions and conditions contained in Certificate of Approval by the State of Montana Department of Health and Environmental Sciences as attached to Certificate of Survey No. 4954.
13. Easement for underground electric distribution line granted to Pacificorp, corporation, dba Pacific Power & Light Company, recorded June 3, 1993 as Document #9315411010, records of Flathead County, Montana.
14. Resolution No. 1057A regarding the Scenic Corridor Zoning District recorded February 23, 1995 as Document #9505415200, records of Flathead County, Montana.
15. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by the plat(s) of Staats Subdivision, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
16. Deed of Trust dated September 16, 2004 to secure payment of \$220,000.00, together with interest and any other obligations secured thereby, recorded September 22, 2004 as Document #200426616290, records of Flathead County, Montana.
Grantor: Colin Sellwood and Teri Sellwood
Trustee: Whitefish Title Services, Inc.
Beneficiary: Glacier Bank of Whitefish
Affects: A portion
17. Deed of Trust dated September 21, 2004 to secure payment of \$128,000.00, together with interest and any other obligations secured thereby, recorded September 27, 2004 as Document #200427112130, records of Flathead County, Montana.
Grantor: Colin Sellwood and Teri Sellwood
Trustee: Whitefish Title Services
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS),
Glacier Bank
Affects: A Portion
18. Declaration of Homestead executed by Colin William Sellwood and Theresa Mary Sellwood, recorded June 13, 2011 as Document #201100012051, records of Flathead County, Montana.

New one.



SELLWOOD SUBDIVISION

NE 1/4 SECTION 16-T30N-R21W
FLATHEAD COUNTY

HIGHWAY 40

N 89°54'42" E 238.00'

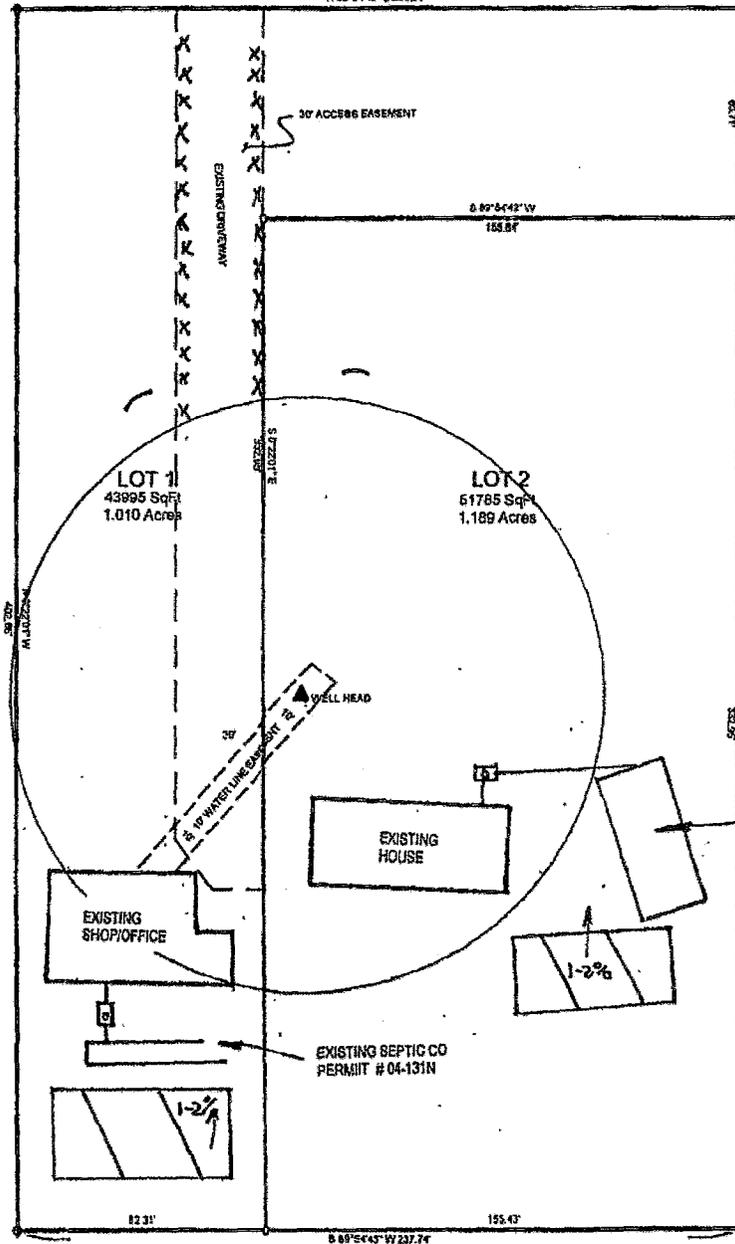
LEGEND

-  PRIMARY / REPLACEMENT DRAINFIELD
 -  EXISTING WELL
 -  DETENTION SWALE
 -  DRIVEWAY DITCH
- N
↑
1" = 60'

10 ft X 3 ft X 1 ft retention/detention basin below building site or in natural topographical low, and full length 3 ft wide X 1 ft deep with 3:1 slopes ditch along both sides of driveway.

NOTE:
ALL STORMWATER SHALL BE RETAINED ON THE PROPERTY.
DRIVEWAY AND BUILDING CONSTRUCTION MUST BE COMPLETED SUCH THAT RUNOFF WILL NOT FLOW OFF PROPERTY.

STORM WATER MAINTENANCE AND REPAIRS SHALL BE CONDUCTED BY PROPERTY OWNER(S)



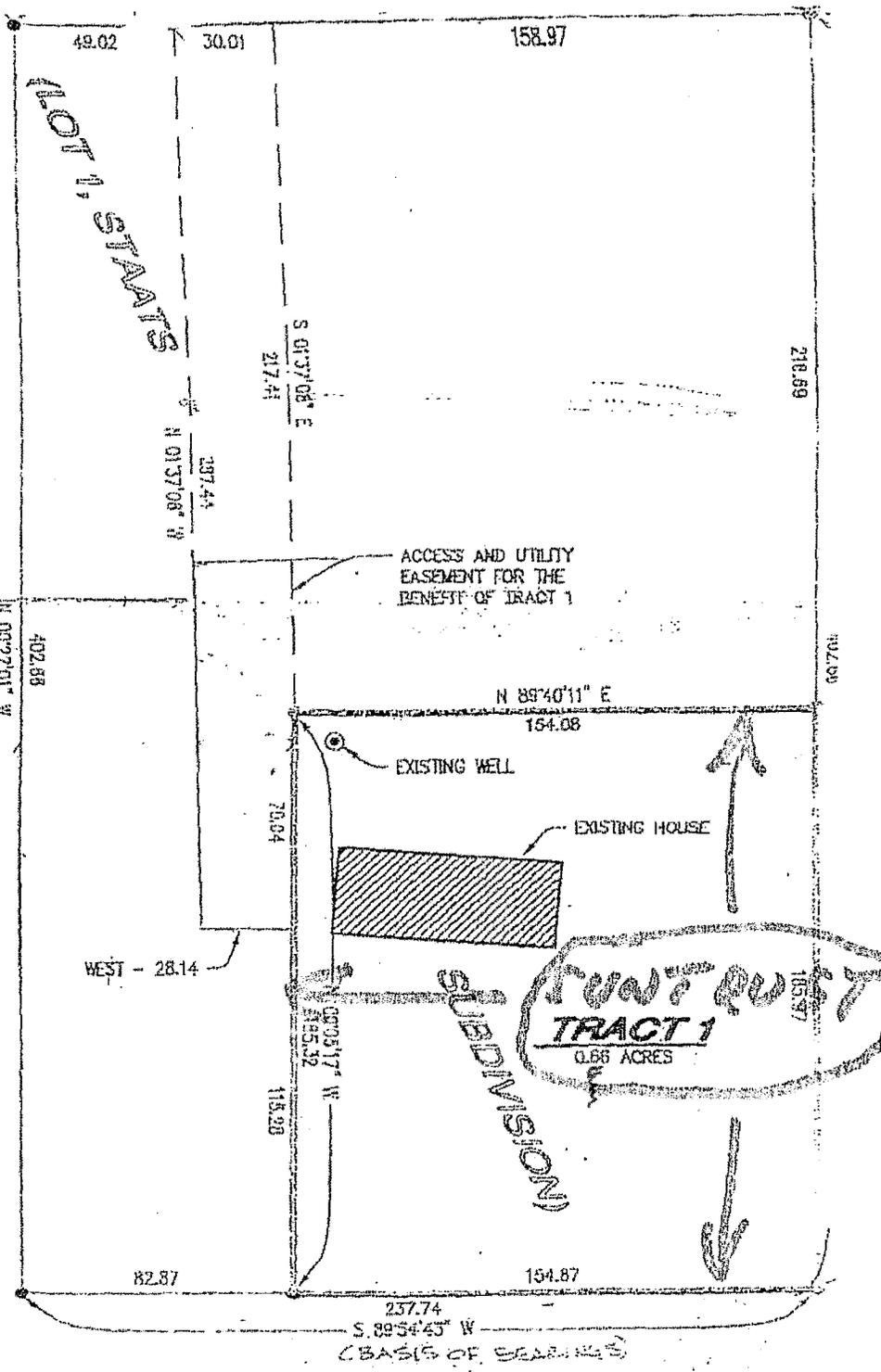
NO DRAINFIELDS/WELLS/APPROVALS (100FT) OTHER THAN SHOWN (ALL SIDES)

Reviewed by the Local Planning Authority
Under contract with the
Department of Environmental Quality / PCD
Wendell Local Reviewer *RS 2/10/14* Date

Accepted under contract
Janet Skarland DEQ Representative *2/12/14* Date
EQ# 14-1653

PROPOSED
PLAT
LOT 2
CONTRACT

Jere Johnson, R.S
Environmental Health Consulting
4572 Whitefish Stage Road
Whitefish MT 59937



ORIGINAL PLAT
AS OF 2004

CERTIFICATE OF SURVEY

Ⓢ

RECEPTION # 200418309300 DATE 07-01-2004

COS# 16171 COS DATE 06-30-2004

FEES \$ 5⁵⁰ SURVEYOR Jeff H. Larson

PURPOSE MTG

ACRES 0.66 ac

OWNER(S) Colin Sellwood

FOR _____

DESCRIPTION 16-30-21 NE

ASSESSOR # 0601700

200418309300

OK CH BY
ky 5/28/04

RESOLUTION 509D
LANDOWNER STATEMENT

1. EXEMPTION CLAIMED: Mortgage Summary
2. The original tract is the tract existing twenty (20) calendar years ago, from which the proposed tract would be divided or of which the proposed tract was a part twenty (20) calendar years ago. The number of exemptions previously used or claimed on the original tract regardless of ownership: . Please list each COS and Exemption claimed:

Dellwood

COS _____	Exemption Claimed _____

Sullivanwood

Has this parcel been subject to or part of an application for subdivision plat approval within the last five years: .

3. I certify as follows:
 - a) if gift or sale to member of immediate family: that the proposed transfer is to a member of my immediate family, for the benefit of the grantee and not for the purpose of speculation or resale by me, is the first such transfer to this family member, and that the grantee is not one of the grantors;
 - b) if security for construction financing: that the property division upon foreclosure will not create more than one new parcel, that I will retain possession of the remainder and the mortgagee will obtain possession of the exempted parcel, and there exists no prior agreement to default or to purchase only a portion of the original tract;
 - c) that the use of the claimed exemption is not for the purpose to evade subdivision review of the Montana Subdivision and Platting Act and meets the Flathead County criteria for determination of evasion of the Act.

DATE: 5/26/04
Allen Sullivanwood
Landowner

Larsen
Landowner's agent
State Relationship: Sullivanwood

J/1/92
Revised 8/19/93
Revised 11/05/93
Revised 5/3/94



GLACIER BANK
OF WHITEFISH

200418309300

May 21, 2004

Larsen Engineering & Surveying, Inc. PC
780 Two Mile Drive
Kalispell, MT 59901

Dear Sirs,

Glacier Bank is working with Colin and Teri Sellwood with the intention of doing a residential mortgage on the above referenced property. The property would need a Mortgage Purposes Only survey to be eligible for this financing. The property to be included in the survey will be specified by Colin Sellwood. The bank would require an easement to be placed of record from the highway access to the portion of land designated by the mortgage survey.

The real property is located at 3930 Hwy 40 W, Columbia Falls, Montana. The legal description of the property is Lot 1 of Staats Subdivision.

If there any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script that reads "Connie Sternad".

Connie Sternad
Real Estate/Consumer Lender

P.O. BOX 220 • 319 SECOND STREET • WHITEFISH, MONTANA 59937-0220
406-863-6300



St. Mary Lake, Glacier National Park

CONSENT TO PLATTING

Pursuant to Section 76-3-612, MCA, (I). (We) the undersigned, as beneficiary of a mortgage or other indenture to secure payment in the principle sum of \$220,000, recorded 9/22/04 as Document #200426616290 hereby consents to the platting of a tract of land to be known and named as SELLWOOD SUBDIVISION.

IN WITNESS WHERE OF, said party has caused their name to be subscribed hereto on the 27th day of MAY, 2014

[Signature]
Signature:

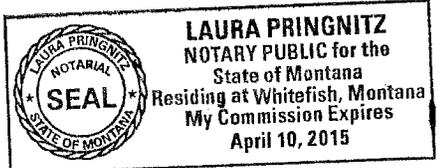
SHANE MOSS VP
Printed Name and Title:

STATE OF MONTANA)
)
COUNTY OF FLATHEAD)

On this 27th day of MAY, 2014, before me a Notary Public for the State of MONTANA, personally appeared whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

[Signature]
Signature:

Printed Name of Notary LAURA PRINGNITZ
Notary Public for State of MONTANA
Residing at: WHITEFISH
My Commission Expires: APRIL 10, 2015



MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

As Nominee for Whitefish Title Services, its successors and assigns.

CONSENT TO PLATTING

Pursuant to Section 76-3-612, MCA, We, the undersigned as beneficiary of a mortgage or other indenture to secure payment in the principle sum of \$ 128,000. recorded 9/21/04 As Document # 200427112130, hereby consent to the platting of a tract of land known to be and named as Sellwood Subdivision, Lot 2.

“MERS” is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender’s Successors and assigns. MERS is organized and existing under the law of Delaware and has a mailing address of P.O. Box 2026, Flint MI 48501-2026, and /or a street address of 1901 E. Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS. FOR PURPOSES OF RECORDING THIS DOCUMENT MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

The entity or person executing the certificate is the current holder, owner, assignee, or successor of the mortgagee’s interest in the mortgage.

IN WITNESS WHERE OF, said party has caused their name to be subscribed hereto on the 5th day of ~~June~~ June, 2014.



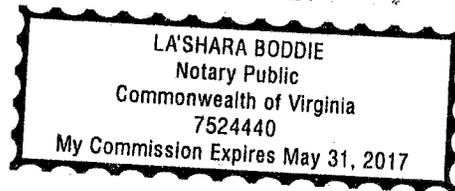
Mortgage Electronic Registration Systems, Inc., as nominee for Whitefish Title Services, its successors and assigns.

By: K Springer
Kimberly Springer, Vice President

State of Virginia
City of Richmond

On this 5th day of June, 2014, before me a Notary Public for the State of Virginia, personally appeared Kimberly Springer, Vice President who is the authorized signatory for Mortgage Electronic Registration Systems, Inc., as nominee for Whitefish Title Services, its successors and assigns whose name is subscribed to the foregoing instrument and acknowledge to me that they executed same.

LaShara Boddie
Notary Signature
Printed Name of Notary: La’Shara Boddie
Notary Public for State of Virginia
Residing at: Richmond, Virginia
My Commission Expires: 5/31/2017



ROAD MAINTENANCE AGREEMENT

This agreement is by and between COLIN SELLWOOD and TERI SELLWOOD both of COLUMBIA FALLS Montana. The parties agree as follows :

1. Property. The parties are the owners of the following described property located in Flathead County, Montana:

LEGAL DESCRIPTION. LOTS 1 AND 2, SELLWOOD SUBDIVISION, S16, T30N, R21W OF FLATHEAD COUNTY, MONTANA

2. Maintenance. The parties hereto agree to share equally in the cost of maintenance and snow removal for the existing roadway crossing the above described lands. The expenditure of funds requires the consent of all parties.

3. Successors. The burdens and benefits of this agreement shall attach to and run with the respective properties described herein and shall be binding upon and for the benefit of the parties hereto and their respective heirs, successors and assigns.

DATED this 15 day of May, 2014.

[Signature] Owners Name

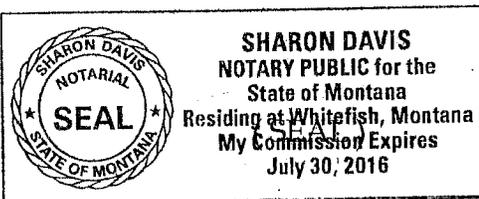
[Signature] Owners Name

STATE OF MONTANA)

County of Flathead)

) ss.

On this 15 day of May, 2014, before me, a Notary Public in and for the State of Montana, personally appeared Colin Sellwood and Teri Sellwood, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed same.



[Signature] Sharon Davis NOTARY PUBLIC FOR THE STATE OF MT Residing in My Commission Expires:

Return to: COLIN & TERI SELLWOOD
P.O. BOX 4564
WHITEFISH, MT 59937

Taxes to: same

SHARED WATER WELL AGREEMENT
AND
WATER SUPPLY SYSTEM EASEMENT

THIS DECLARATION made this 22 day of Jan, 2014 by Colin and Teri Sellwood of Whitefish, MT hereinafter referred to as "Declarant":

WHEREAS, the Declarant is the owner of real property located in Flathead County, State of Montana described as Sellwood Subdivision, Section 16, T30N R21W as recorded in the Records of the Clerk and recorder of Flathead County, Montana.

WHEREAS, the Declarant is the owner of one (1) well, located on Lot 2 within a water utility easement situated as shown on the PLAT, included with and made a part of this agreement.

WHEREAS, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant wishes to grant and convey to Lots 1 and 2, Sellwood Subdivision equal interest in the water well, pump, casing, access to the well head, piping & equipment and distribution lines together with all easements necessary for the beneficial use and enjoyment of the water system. The easement shall be ten feet (10') wide centered over the waterline to the well head as shown on the PLAT.

WITNESSETH:

WHEREAS, Colin and Teri Sellwood are the owners of Lot 1, Sellwood Subdivision located in Section 16, Township 30 North, Range 21 West, Flathead County, Montana,

WHEREAS, Colin and Teri Sellwood are the owners of Lot 2, Sellwood Subdivision located in Section 16, Township 30 North, Range 21 West, Flathead County, Montana,

WHEREAS, the parties desire to provide for the mutual use of a water well and distribution system to benefit all of the said properties.

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. The owners of the above property described as Lots 1 and 2, Sellwood Subdivision (Declarant or his successors and assigns) will be entitled to one (1) domestic water service, one inch in size, from the well located on Lot 2 serving Lot 1 as shown on the PLAT.



MDT-MAI-006 11/13

Page of

State of Montana
Montana Department of Transportation
Driveway Approach Application and Permit

2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
Phone: (406) 444-7237
Fax (406) 444-0807
TTY: (406) 444-7696
www.mdt.mt.gov

SCANNED

To be filled in by Department of Transportation Personnel

Print Form

F.A. Route No: P-38 MT-40 Milepost: 2.4 Project: F-100(11)U1 Approach Station: 120+20

District: Missoula County: Flathead Maint Section No: 1215

MASTER
FILE
COPY

Drainage as determined by Department of Transportation

Type: Existing CMP Size: 18" Length: 60 FT

Sight Distance (feet): Right: 1000+ Left: 1000+

Approach Recommended by District Traffic Engineer or Traffic & Safety Bureau

Date

Approach Application Approved by District Administrator or Designee

Date

Devin Olson
Acting Maint Chief

4/29/14

Access Control: Yes No

If Access Control is Yes:

Approach Recommended by Access Manager, R/W Bureau

Date

APPLICANT (PROPERTY OWNER)

Name: COLIN SELLWOOD

Phone/Fax Number: 897-1008

Address: 3930 HWY 40 City: C. FALLS State: MT Zip Code: 59912

E-mail: cnsellwood@gmail.com

OUR MAILING ADDRESS IS P.O. BOX 4564, NITONFISH, MT 59937

herein termed the applicant, requests permission to construct approach(es) described and shown on attached site plan or plan and profile and hereby made a part of this application

Use of Property or Facility: 1 RESIDENCE AND 1 OFFICE

Joint Use Residential/Commercial

Location

City or Town: (If rural, direction & approx. distance from nearest city or town) WE'RE IN THE NITONFISH ZONING DISTRICT, BUT ALSO IN THE COLUMBIA FALLS MAILING DISTRICT.

Street Name, if any: HIGHWAY 40

Roadway or Highway

Surfacing: Asphalt Width: 44 FT

Approach

Estimated number of trips per day: 12-20 Side of Roadway: South

Width: 24 FT Flare: 25 FT

Other Comments

Change of Use, Joint Use Residential/Commercial. Property will be split into two parcels.



MDT-MAI-006 11/13

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State of Montana Montana Department of Transportation Driveway Approach Application and Permit

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PO Box 201001
Helena, MT 59620-1001
Phone: (406) 444-7237
Fax (406) 444-0807
TTY: (406) 444-7696
www.mdt.mt.gov

(INSTRUCTIONS CONCERNING USE OF THIS FORM)

Applicant will complete and deliver this form in duplicate to the District Administrator serving the area in which the Approach Permit is requested.

The District Administrator, in conjunction with the District Traffic Engineer, is delegated authority to approve curb cuts, public and private approaches serving businesses, residences and agricultural uses in rural or urban areas without further consultation if the traffic conditions are not congested. In congested areas, usually urban situations, the District Administrator and District Traffic Engineer can request the Traffic and Safety Engineer in Helena for additional technical assistance. If this is necessary, the approach should be scaled onto existing plan and profile sheets showing the highway right-of-way and sent to Helena.

- APPROACH PERMIT -

Subject to the following terms and conditions, the permit applied for upon the reverse side hereof, is hereby granted:

- 1) TERM. This permit shall be in full force and effect from the date hereof until revoked as herein provided.
- 2) REVOCATION. This permit may be revoked by State upon giving thirty (30) days notice to Permittee by ordinary mail, directed to the address shown in the application hereto attached, but the State reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
- 3) COMMENCEMENT OF WORK. No work shall be commenced until Permittee notifies the Department of Transportation when work is proposed to commence.
- 4) CHANGES IN HIGHWAY. If the State changes the highway, or there are other changes to adjoining streets, alleys, etc., which necessitate alterations in structures or installations installed under this permit, Permittee shall make the necessary alterations at Permittee's sole expense or in accordance with a separate agreement.
- 5) STATE SAVED HARMLESS FROM CLAIMS. In accepting this permit the Permittee, its/his successors or assigns, agree to protect the State and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used, or manner of installations, maintenance and operation, or by the improper occupancy of said highway right of way, and in case any suit or action is brought against the State and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will upon notice to it/him of the commencement of such action, defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against the State in any such suit or action.
- 6) PROTECTION OF TRAFFIC. Submit a traffic control plan for review and approval prior to any work being performed in MDT Right-of-Way. Traffic control must meet current MUTCD and MDT standards and guidance. The approval shall in no way operate to relieve or discharge the Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6 thereof.
- 7) HIGHWAY DRAINAGE. If the work done under this permit interferes in any way with the drainage of the State Highway affected, Permittee shall, at its/his own expense, make such provisions as the State may direct to take care of said drainage.
- 8) RUBBISH AND DEBRIS. Permittee is responsible for debris that is carried onto the roadway by this construction with sweeping and cleaning done daily at permittee's expense. Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and the roadside left in a neat and presentable condition satisfactory to the State.
- 9) WORK TO BE SUPERVISED BY STATE. All work contemplated under this permit shall be done under the supervision of and to the satisfaction of the authorized representative of the State, and the State hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the permittee.
- 10) STATE'S RIGHT NOT TO BE INTERFERED WITH. All such changes, reconstructing or relocation shall be done by Permittee, in such a manner as will cause the least interference with any of the State's work, and the State shall in no way be liable for any damage to the Permittee by reason of any such work by the State, its agents, contractors or representatives, or by the exercise of any rights by the State upon the highways by the installations or structures placed under this permit.
- 11) REMOVAL OF INSTALLATIONS OR STRUCTURES. Unless waived by the State, upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
- 12) MAINTENANCE AT EXPENSE OF PERMITTEE. Permittee shall maintain, at its/his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the State.
- 13) STATE NOT LIABLE FOR DAMAGE TO INSTALLATIONS. In accepting this permit the Permittee agrees that any damage or injury done to said installations or structures by a contractor working for the State, or by any State employee engaged in construction, alteration, repair, maintenance or improvement of the State Highway, shall be at the sole expense of the Permittee.
- 14) STATE TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefor Permittee agrees to promptly reimburse State for any expense incurred in repairing surface or roadway due to settlement at installation, or for any other damage to roadway as a result of the work performed under this permit.
- 15) OTHER CONDITIONS AND/OR REMARKS.
 - a. All approach side slopes will preferably be constructed on 10 to 1 slope but not less than 6 to 1 slope, unless otherwise approved.
 - b. No private signs or devices etc., will be constructed or installed within the highway right-of-way limits.
 - c. This permit is valid only if approach construction is completed within specified months from date of issue. _____ Months
 - d. Prior to Starting work, for construction inspection and approval of completed approach contact _____
 - e. See attached addendum

Dated at: Winnifield

Agreement Date 1-13-2014

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this permit, together with all of the terms and conditions set forth therein.

John Sellwood

Signed by Permittee

To be filled in by Department of Transportation Personnel

Annemarie Olson
Completed Approach Inspection By:

5/21/14
Date

Maintenance Supt
Title:

Columbia Falls Fire Department
Rick Hagen, Fire Chief/Marshal



130 6th Street West, Room A
Columbia Falls, Mt., 59912
(406) 892-3911 Office
(406) 892-0266 Fax

May 19, 2014

Wendy Compton-Ring, AICP
Senior Planner
City of Whitefish
406-863-2418

Wendy,

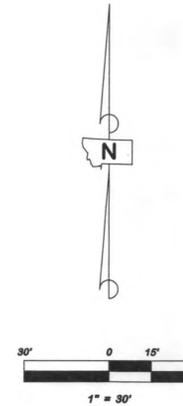
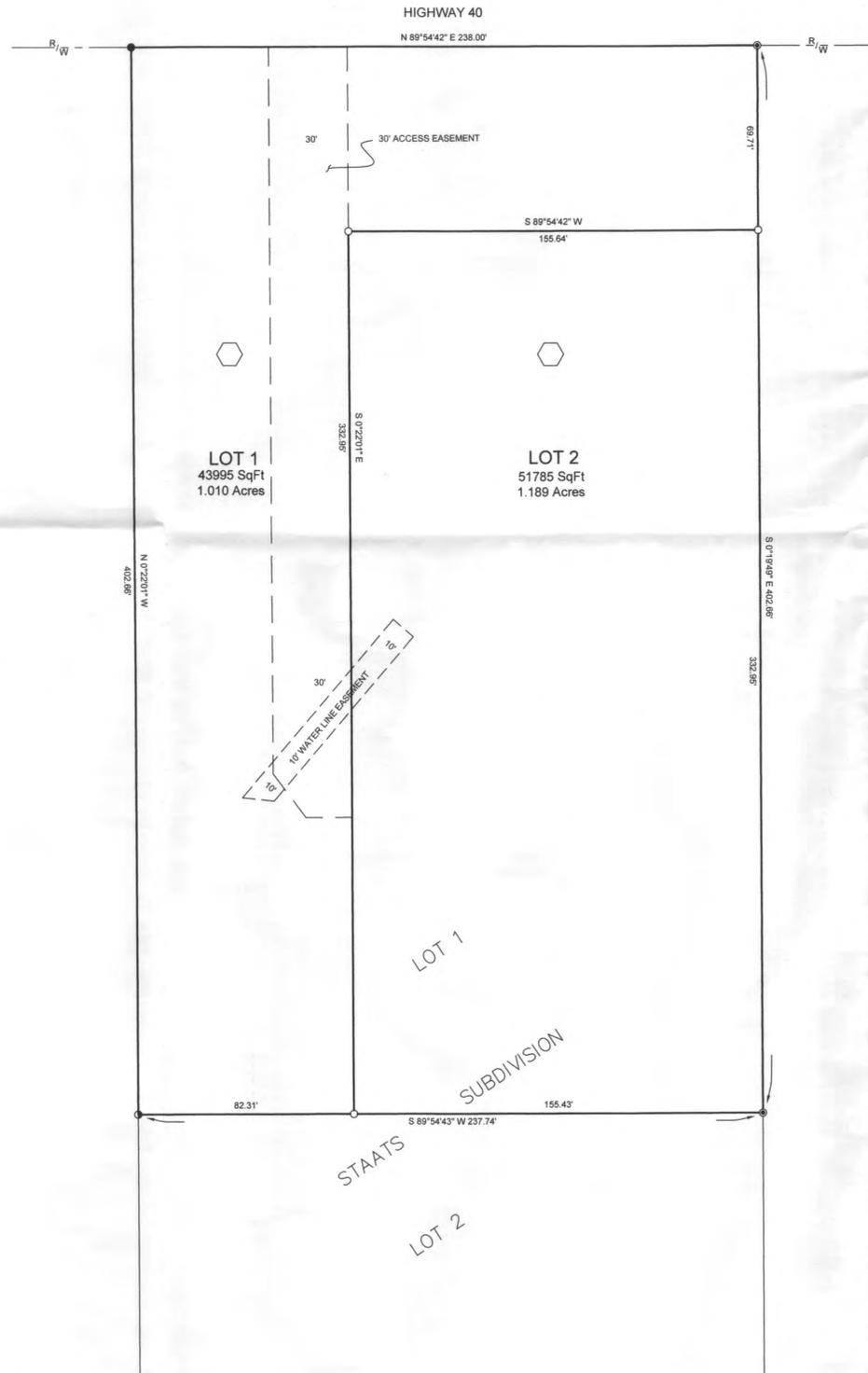
I visited 3930 Hwy 40 West on Friday to inspect the fire department access modifications that Mr. Colin Sellwood has made. The access now meets the requirements of the Columbia Falls Fire Department. If you have any questions or concerns please contact me. Thank you.

Rick Hagen

Owner: Colin and Teri Sellwood
 Date: 3/13/14
 Job# 13-129 Sellwood
 For: Colin Sellwood

F & H LAND SURVEYING, INC.
 144 Second Street East
 P.O. Box 114
 Whitefish, MT. 59937
 406-862-2386

**A FINAL SUBDIVISION PLAT OF
 SELLWOOD SUBDIVISION
 A SUBDIVISION
 IN NE1/4 SECTION 16, T.30N., R.21W., P.M.,M.
 FLATHEAD COUNTY, MONTANA**



- LEGEND**
- Found 5/8" rebar w/plastic cap mk'd "Lanson 9250 ES"
 - Found 5/8" rebar
 - Found 5/8" rebar w/plastic cap mk'd "Helms 4739 LS"
 - Set 5/8" x 24" rebar w/plastic cap mk'd "Sullivan 9095 LS"
 - ## House Number

We, Colin and Teri Sellwood, the undersigned property owner, do hereby certify that we have caused to be surveyed, subdivided and platted into lots as shown by the plat and Certificate of Survey hereunto included, the following described tract of land, to wit:

That portion of the North-east one-quarter (NE1/4) of Section Sixteen (16), Township Thirty North (T.30N.), Range Twenty-one West (R.21W.), Principal Meridian, Montana, Flathead County, Montana, described as follows:

LOT 1 OF STAATS SUBDIVISION, a map or plat of which is on file with the Clerk and Recorder's Office, Flathead County, Montana, containing 2.199 Acres of land more or less.

To be known and designated as SELLWOOD SUBDIVISION.

Colin Sellwood Teri Sellwood

STATE OF MONTANA)
 County of Flathead) SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Colin Sellwood and Teri Sellwood, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same. In witness whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana
 Printed Name _____
 Residing at _____

CERTIFICATE OF CITY COUNCIL

We, John Muhlfeld, Mayor of the City of Whitefish, Montana, and Necile Lorang, City Clerk of the City of Whitefish, Montana, do hereby certify that the accompanying plat of SELLWOOD SUBDIVISION was duly examined and approved by the City Council of the City of Whitefish, Montana, at its regular meeting thereof held on the _____ day of _____, 20____.

John Muhlfeld, Mayor Necile Lorang, City Clerk
 City of Whitefish, Montana City of Whitefish, Montana

CERTIFICATE OF CITY ATTORNEY

I, Mary Van Buskirk, City Attorney for the City of Whitefish, Montana, do hereby certify that I have examined the Certificate of Title, issued by a licensed Title Company, attached hereto, of the land described in the Certificate of Consent of the annexed plat of SELLWOOD SUBDIVISION, in the City of Whitefish, Montana, and find that the owner in fee simple of record, Collin Sellwood and Teri Sellwood, have consented to the platting of said subdivision.

Dated this _____ day of _____, 20____.

Mary Van Buskirk, City Attorney

CERTIFICATE OF SURVEYOR

Brian F. Sullivan
 Registration No. 90951S
 APPROVED _____ 20____

Examining Land Surveyor Reg. No. 5428S
 STATE OF MONTANA)
 County of Flathead) SS

Filed on the _____ day of _____
 A.D. 20____ at _____ o'clock _____ M.

Clerk and Recorder
 BY: _____
 Deputy
 INSTRUMENT REC. NO. _____

NOTE: House numbers shall be posted on the house in a clearly visible location.
 NOTE: All noxious weeds, as described by Whitefish City Code, shall be removed throughout the life of the development by the recorded property owner.

RESOLUTION NO. 14-____

A Resolution of the City Council of the City of Whitefish, Montana, indicating its intent to change the name of the portion of West 15th Street between Baker Avenue and Flathead Avenue to June's Way.

WHEREAS, the City of Whitefish is a charter city with self-government powers; and

WHEREAS, Section 7-14-4112, MCA, provides that a City Council may, by resolution, change the name of a street unless fifty-one percent (51%) of the property owners object; and

WHEREAS, the City Council received a request from the North Valley Food Bank, Inc. Whitefish to rename the portion of West 15th Street between Baker Avenue and Flathead Avenue where the food bank is located to "June's Way" to honor the founder of the food bank, June Munski-Feenan, and to maintain its mailing address of 251 Flathead Avenue, Whitefish, Montana; and

WHEREAS, as an agenda item at a regular City Council meeting on June 2, 2014, the City Council reviewed the request from the North Valley Food Bank, Inc. Whitefish and directed City staff to prepare a resolution of intent to set a hearing and notify adjacent property owners of its intent to rename the portion of West 15th Street between Baker Avenue and Flathead Avenue to "June's Way" unless 51% or more of the property owners object; and

WHEREAS, as an item on the Consent Agenda for the June 16, 2014 City council meeting, the resolution of intent setting the hearing for July 7, 2014, at 7:10 p.m. before the City Council and directing the City Clerk to notify property owners was approved; and

WHEREAS, before acting upon the request to change the name of a portion of West 15th Street between Baker Avenue and Flathead Avenue to "June's Way" as described above, the City will provide an opportunity for property owners to object and to hear citizen comments at the hearing scheduled at 7:10 p.m. for the July 7, 2014 City Council meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Whitefish, Montana, as follows:

Section 1: The City Council will, at its regular meeting to be held on the 7th day of July, 2014, at the hour of 7:10 p.m., in the Council Chambers of the City Hall Building at 402 East 2nd Street, Whitefish, Montana, hear all matters pertaining to the proposed renaming of a portion of West 15th Street between Baker Avenue and Flathead Avenue to "June's Way".

Section 2: The City Clerk will notify the adjacent property owners of the City Council's intent to rename the portion of West 15th Street between Baker Avenue and Flathead Avenue located in Whitefish, Montana, to "June's Way" as shown on Exhibit "A," attached hereto and incorporated herein by reference.

Section 3: This Resolution shall take effect immediately upon its adoption by the City Council, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS _____ DAY OF _____, 2014.

John M. Muhlfeld, Mayor

ATTEST:

Necile Lorang, City Clerk

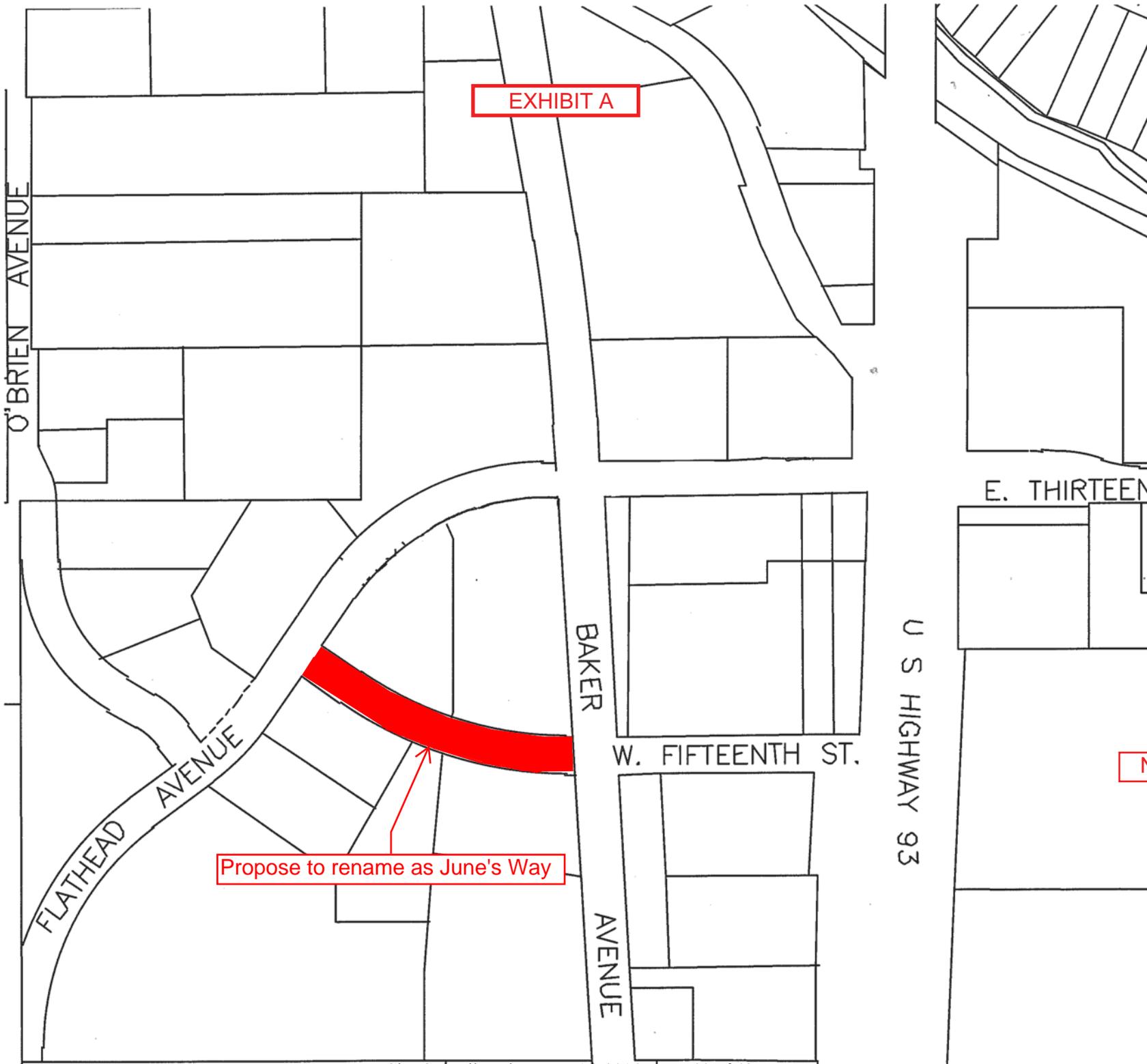


EXHIBIT A

O'BRIEN AVENUE

FLATHEAD AVENUE

BAKER AVENUE

W. FIFTEENTH ST.

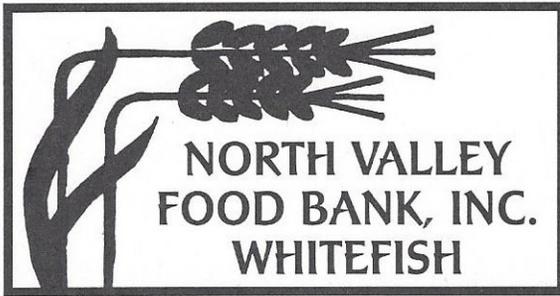
U S HIGHWAY 93

E. THIRTEEN

Propose to rename as June's Way

Not to Scale





251 FLATHEAD AVENUE
WHITEFISH, MT 59937
(406) 862-5863

Executive Committee:

June Munski-Feenan, Founder, d.2014
SueAnn Grogan King, Executive Director
Dennis Theissen, President
Mark Schmidt, Vice President
Phyllis Garlitz, Secretary
Brad Kelsey, Treasurer

Members:

Jim Cummings
Dan Comerford
Pam Gerwe
Pat Sapa
Jerry Quinn

Ron Behrendt, Board Chair

Advisory:

Jerry Hoadley, CPA
Stephanie Walls, Attorney

May 23, 2014

Whitefish City Council
Chuck Stearns, City Manger
City of Whitefish
PO Box 158
Whitefish, MT 59937

Hello Chuck and City Council,

The Board of Directors of the North Valley Food Bank respectfully request the City of Whitefish to change the name of 15th Street West to "June's Way".

We are seeking this change as a legacy to the founder of the food bank, June Munski-Feenan, who passed away at the beginning of 2014. As most know, June founded the food bank in 1977 in the garage of her home. Today, over 37 years later, the North Valley Food distributes food to approximately 122 households every week.

In making this request to change the name, we are not seeking to change our mailing address which is 251 Flathead Avenue. We are only seeking to change the name of the one or two blocks that currently make up 15th Street West from Baker Avenue to Flathead Avenue.

Please let us your thoughts on this request as well as the process to complete the name change. Thank you for considering our request and I hope to hear from you soon.

Sincerely,

SueAnn Grogan King
North Valley Food Bank

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CITY OF WHITEFISH MONTANA



Architect's Preliminary Conceptual Rendering
of a possible new City Hall



FISCAL YEAR 2015 PRELIMINARY BUDGET



Mayor

John Muhlfeld

City Council

John Anderson

Richard Hildner

Frank Sweeney

Pam Barberis

Andy Feury

Jen Frandsen

City Manager

Chuck Stearns

Assistant City Manager/Finance Director

Vacant

Administrative Services Director/City Clerk

Necile Lorang

City of Whitefish, MT
Budget Calendar
FY2015



-
- Feb 11 Asst. City Manager/Finance Director begins reformatting budget spreadsheets, updating historical budget data, and estimating final year end revenues and expenditures for FY15.
- Feb 25** Department Directors to submit individual updated 5 year Capital Improvement Plans to Administrative Assistant to the Public Works Director.
- Feb 28 Finance Director to submit newly compiled 5 year Capital Improvement Plan to City Manager.
- Mar 3 Assistant City Manager/Finance Director submits budget preparation instructions and materials to all Department Heads.
- March 17 City Manager meets with Mayor and Council members in groups to get preliminary comments on budget.
- Mar 27** All Department Heads submit estimates of expenditures and revenues to the Assistant City Manager/Finance Director.
- March 31 Optional notice deadline for City Council or Municipal Judge to submit request for an adjustment in Municipal Judge's compensation other than automatic cost of living.
- April 7 City Council approval of Capital Improvement Program. (Need to update for FY15)
- May 1 City Manager to provide Municipal Judge with proposed "status quo" Municipal Court Budget.
- May 6 Assistant City Manager/Finance Director produces budget document and distributes to Mayor and Council.
- May 15 Municipal Judge's deadline to submit his Municipal Court budget proposal. (Ordinance)
- May 27 Budget Meeting - City Manager presents proposed budget to Mayor & City Council. Department Directors other than Public Works present budget requests.
- Jun 9 Budget Meeting – Public Works and Municipal Court present budgets
- Jun 3 or 16 Preliminary Public Hearing and City Council adopts Preliminary Budget
- Jul 1 City begins fiscal year using proposed budget as approved by the City Council.
- Aug 4 DOR to submit Certified Taxable Value.
- Aug 6 & 13 Advertise notice of public hearing on budget for August 18, 2013.
- Aug 18** Public hearing on budget.
Final budget adopted by resolution.

Bold denotes deadlines



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MEMORANDUM

#2014-019



To: Mayor John Muhlfeld
City Councilors

From: Chuck Stearns, City Manager

Re: FY15 Proposed Budget Transmittal Message

Date: May 19, 2014

INTRODUCTION

The Fiscal Year 2015 (FY15) City of Whitefish Budget provides budget authority for the services and projects the City anticipates during the upcoming fiscal year, which runs from July 1, 2014 to June 30, 2015. The City budget contains a total of 28 active, self-balancing funds. “Self-balancing” means that resources equal requirements. Each fund exists to provide segregated accounting for specific activities. This message provides a general description of the budget document and the financial plans for the City for the upcoming fiscal year.

This transmittal message will not have the same graphics and charts as in the past because the resignation of our Assistant City Manager/Finance Director on April 25th during the crunch of the budget season limited my time to update those graphs. Moreover, I am a little more nervous about the balanced nature of these budgets for the following reasons:

1. Even with cross-checking and sampling, it is possible that I made some data entry errors or that some of Rich Knapp’s spreadsheets didn’t link properly. As I said, I have done some cross-tabulations and other checking and I have caught many issues, but other errors are possible.
2. We are drawing down cash balances for equipment and infrastructure projects in many funds including the Fire Department, Water, Wastewater, and Stormwater. Also the cash balances in the Police and Park funds are already quite low.
3. We still don’t know some pieces to the puzzle such as what our allowed mill levy will be for medical insurance (if we can go higher, that could allow consideration of a mill levy increase), what the year-end cash balances will be, and what the mill value will be. All of those aspects could change the budget dramatically in the next three months, both in a positive manner and in a negative manner.

FY15 BUDGET MAJOR CHANGES AND ISSUES

With the economy continuing to improve and increasing building permit revenues, the FY15 budget was still difficult to balance. The major points and issues in the FY15 budget are as follows:

- For property tax supported funds, the budgets are currently balanced with no change in the property tax mill levy. The FY15 mill levy is 119.805 which is the same as last year. As I said above, we still have to figure out what the mill levy limit is for our permissive medical insurance property tax levy. The 2009 Legislature phased in some new limits on that levy for FY15 that we still have to calculate. However, we believed that we were several mills below the limit in the past, so the current levy should be fine, but if we want to increase the total property tax levy, we may have to do it via the permissive medical property tax levy instead of the All-Purpose Mill Levy as we are about at the cap for that levy pursuant to HB124 in 2001.
- In property tax supported funds, we are proposing to spend down a net \$664,162 of the year end cash balance, but most of that is for one time types of expenditures such as SCBA tanks for the Fire Department (\$240,000), part of the cost of the Fire Department new Water Tender (\$70,000), and some new vehicles. We are projecting to decrease the year end cash balances as a % of expenditures from 11.5% in last year's budget to 9.7% for FY15. However, that decrease at June 30, 2015 is only \$107,981 lower than the June 30, 2014 cash balance level which we projected in the FY14 budget last year. So while cash balances and expenditures are tight, when we find out our actual June 30 cash balances and the mill value, I am hoping that the cash balances levels will be better than I am projecting right now. I was fairly conservative in my projections in this budget.
- One of those conservative projections is that I am estimating that the property tax base (mill value) will grow only by 2% in FY15. That is compared to 2.2% growth last year. Thus, I am projecting our mill value to grow from \$22,105.761 per mill to \$22,500. If it grows more than that, we can make a decision to increase cash balances, increase or restore some expenditures, or reduce the property tax levy.
- The Montana Municipal Interlocal Authority (MMIA), our provider for insurance programs, is actually decreasing our medical insurance premiums in FY15 by 0.7% and has no increases for vision or dental programs.
- We have multi-year Collective Bargaining Agreements (CBA) in place with all three unions, so there are no labor negotiations this year. Each union agreed to our proposal to base multi-year CBA pay increases on the lower of:
 - CPI (1.8% for FY15) plus a 2% pay matrix STEP increase or 3.8% or
 - CPI (1.8%) plus our tax base growth.So, if our tax base grows less than 2%, pay increases for FY15 will be less than 3.8%. Based on my projection that the mill value (tax base) will grow by 2%, we built a 3.8% pay increase into the budget for all employees other than the employees which the City Council decides (City Manager, City Attorney, and Municipal Court Judge). FY15 is the

second year of a two year contract for the City Attorney, so her pay increase is already included in the budget.

- There are some new positions proposed in the FY15 budget as follows:
 - As discussed recently with the Mayor and City Council, I am proposing to add the position of Human Resources Director in order to help lessen the workload on myself, the City Attorney, and the City Clerk. A rough rule of thumb is that you need one personnel or HR employee for each 100 employees and we are almost at that level for full-time employees. When you count seasonal employees (who still require a lot of paperwork and processing), we are in the range of 120-135 employees. The costs for this position are spread throughout all of the budgets with personnel, so part of the cost is paid by our utilities which comes out of utility rates instead of taxes. The proposed salary for this position is \$63,098 plus benefits and employer costs of \$22,544 for a total cost of \$85,642.
 - There is a new Police Officer in the budget for the School Resource Officer that is entirely funded by a COPS grant and the local matching contribution is provided by the School District #44.
 - We are increasing the former .35 FTE Engineering Tech position to a full-time position which will hopefully be a GIS/IT person. This position is 50% funded by Public Works and 50% funded in the Planning budget which comes primarily from property taxes.

- This budget continues the \$300,000 lower Stormwater assessments which the City Council enacted several years ago. The City Council held a work session two years ago where pay as you go financing of stormwater improvements was compared to debt financing. The City Council decided to wait until more precise engineering costs are known before they decide on a stormwater improvements financing mechanism. The engineering studies are currently underway and some of the project costs are shown in the Stormwater Fund. Again, we are proposing to draw down the cash balance level in the Stormwater Fund by over \$1,100,000 for these projects and almost depleting the entire fund, so we may want to fund some of the projects with State Revolving Fund debt at 3% and/or increase the assessment level back up to \$72 as it was several years ago instead of the current \$12 assessment per parcel that it currently is.

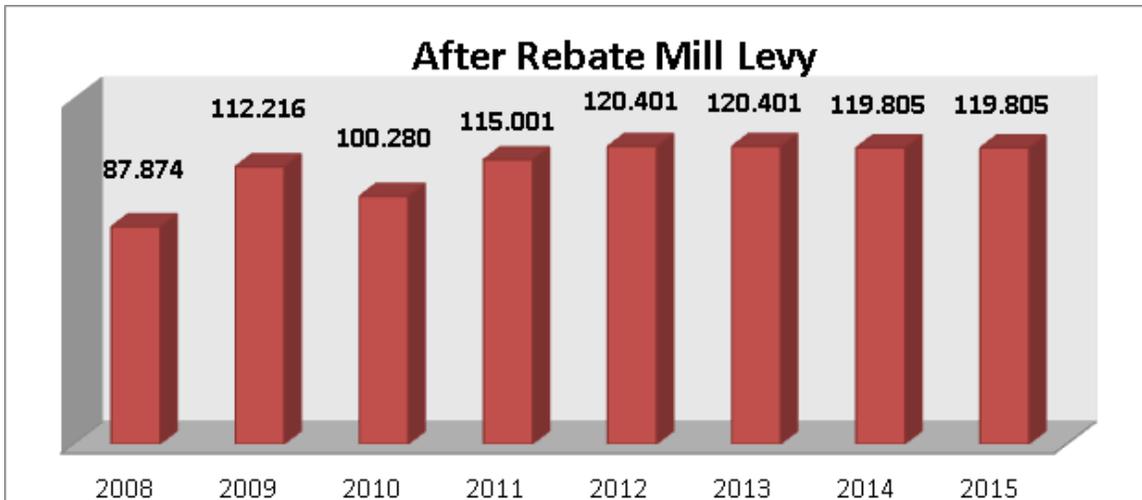
- If we have higher mill values or want to increase the mill levy (or assessment rates), here are some options:
 - Increase the property tax levy in order to increase year end cash balances and/or restore some cuts made to balance the budget (Parks and Recreation capital outlay was almost entirely eliminated in order to balance the budget) and/or to increase funding for the Library.
 - We could also decide to increase the Park and Greenway Assessment level in order to provide some extra funding for the Parks and Recreation Department, especially as they have to take over the Hwy 93 North – Whitefish West trail in the coming year. I cut an additional \$50,000 Bobcat/Tool Cat with a snow blower attachment from the Parks and Recreation Department budget request in order to balance the budget.

- Increase the Stormwater Assessment as described above.
 - I think we will need to increase at least the Commercial Street Lighting District assessments, possibly by another 10% rate increase (it would be only \$6,700 of additional total revenue from all commercial properties, so the cost impact is pretty small).
- We are proposing to spend down cash balances in the Street Fund (to carryover unused FY14 funds for street overlay projects and for some Central Avenue repairs), and in the Water Fund and in the Wastewater Fund. The impact of the Hwy 93 - Whitefish West project where we have had to pay for new water mains (\$663,384 in FY14 and \$659,000 in FY15) and sewer mains (\$629,315 in FY14 and \$1,300,000 in FY15) has seriously affected other projects, our cash balances, and our debt service costs because of new loans. The FY15 costs for the Hwy 93 project in water and wastewater are proposed to be new 20 year State Revolving Fund loans at 3% along with a portion from impact fees, but it is still a big impact on other projects and cash balances, especially in the Wastewater Fund. Public Works Director John Wilson thinks it is time to talk about a significant rate increase for the Wastewater system, beyond the inflationary increases we have done in recent years.
 - The Whitefish Community Library is requesting that the Mayor and City Council consider increasing their mill levy from 5.4 mills (which is where the County levy was when we took over the library) to 6.2 mills (which is where the Flathead County library levy is now). While there was no discussion that we would ever increase the 5.4 mills when we took over the library and we don't necessary want to tie our levy to the County levy, I will say that the Whitefish Community Library Board and Director have done a phenomenal job providing library services during and after the transition with a bare bones budget. They have also slowly increased year end cash balances (until FY15 unless we raise the mill levy rate).

FY15 BUDGET OVERVIEW

The FY15 proposed budget totals \$41,049,828 of transfers and expenditures for all funds as compared to \$36,253,097 in FY14, a 13.23% or \$4,796,731 increase. Most of these increased expenditures are for spending down accumulated and saved cash balances for infrastructure projects in the Resort Tax, Street, Stormwater, Water, and Wastewater Funds.

The chart below shows the trend of our net property tax mills levied in recent years. As discussed above, once I check our status on the permissive medical tax levy, we may be able to increase the mill levy rate somewhat if we want.



REVENUES

The options for property tax and assessment changes in FY15 were discussed above.

Total revenues for all 28 budgeted funds are budgeted at \$27,706,883 which is \$2,048,340 or 7.98% higher than the FY14 budget of \$25,658,543. Most of these increases are from additional property tax revenue because of a higher mill value, increased building revenues, higher Resort Tax revenues, higher Tax Increment Revenues, and especially because of higher Water and Wastewater system revenues from the possibility of \$1,757,700 in SRF loans to finance projects.

Total General Fund Revenues are projected at \$3,360,541 in FY15 which is a \$72,218 or a 2.20% increase from last year's figure of \$3,288,323. Property tax revenues are 2.01% higher because of projecting a higher valuation, the state entitlement reimbursements are expected to increase \$22,407, and Planning and Zoning fees are expected to increase by \$28,500. Transfers into the General Fund are \$17,816 higher than last year because of higher, excess Resort Tax revenues.

Water usage revenues are up by \$90,000 which is an increase of 3.73% because of last fall's rate increase and higher usage. We have not anticipated a water rate increase in this budget, but that is because the City Council typically makes utility rate increase decisions in the fall when we consider inflationary increases.

Wastewater usage charges are estimated at \$2,111,855 or \$41,855 or 2.02% more in FY15 – again for the same reasons as the water revenues are estimated higher. We have not anticipated a wastewater rate increase in this budget, but Public Works Director John Wilson and I want to discuss a rate increase with the City Council during this budget.

EXPENDITURES

Total proposed appropriations and transfers equal \$41,049,828 which is a \$4,796,731 or 13.23% decrease in budget authority as compared to the adopted FY14 Budget of \$36,253,097.

- Property tax supported funds spending is \$941,850 or 7.65% higher primarily because of three new or increased positions, pay increases, and some increased O&M costs.
- Tax Increment Fund appropriations are \$215,995 lower because of fewer projects than in last year's budget.
- The City Hall Construction Fund budget is increased from \$400,000 to \$1,000,000 just in case we were able to begin construction during FY15.
- Expenditures are \$629,497 or 35.35% higher in the Street Fund because of carrying over the overlay budget from the current fiscal year and bidding out two years of projects next year and because of some pending, expensive repairs to Central Avenue near 6th Street.
- Expenditures are \$652,342 or 18.89% higher in the Water Fund because of the Hwy 93 Whitefish West and other projects.
- Expenditures are \$349,648 or 8.67% higher in the Wastewater Fund because of the Hwy 93 Whitefish West project, getting started on the Treatment Plant Improvements project, and other projects.
- Expenditures are \$613,500 or 106.92% higher in the Stormwater Fund to appropriate the accumulated cash balance for some long anticipated projects.

Total expenditures and transfers for the General Fund equal \$4,375,949 which is a \$346,903 or 8.61% increase from the FY14 budget figure of \$4,029,046. The increases are primarily because of three new or increased positions, pay increases, and increased transfers.

We have outlined major expenditure and capital outlay items in the narrative for each fund, so I will not repeat that information here.

CONCLUSION

This proposed FY15 budget accomplishes a lot in regards to adding staffing or resources to Police, Administration, GIS/IT, and Fire equipment. We were able to add this staffing because of steadily growing revenues without a property tax rate increase. However, if we can increase the mill levy rate once I do the permissive medical mill levy calculations, I think we may want to increase the property tax mill levy rate somewhat and/or some of the special assessments for Parks, Street Lighting, and Stormwater. We can have those discussions in the coming months.

I would like to thank the Mayor and City Council for their patience on the budget being a little late this year. I would also like to thank the Department Directors for their help and support and Necile, Vanice, and Sherri Baccaro for their help in compiling and entering information in the budget.

**Budget Summary by Main Revenue Source
City of Whitefish Preliminary Budget
Fiscal Year 2015**



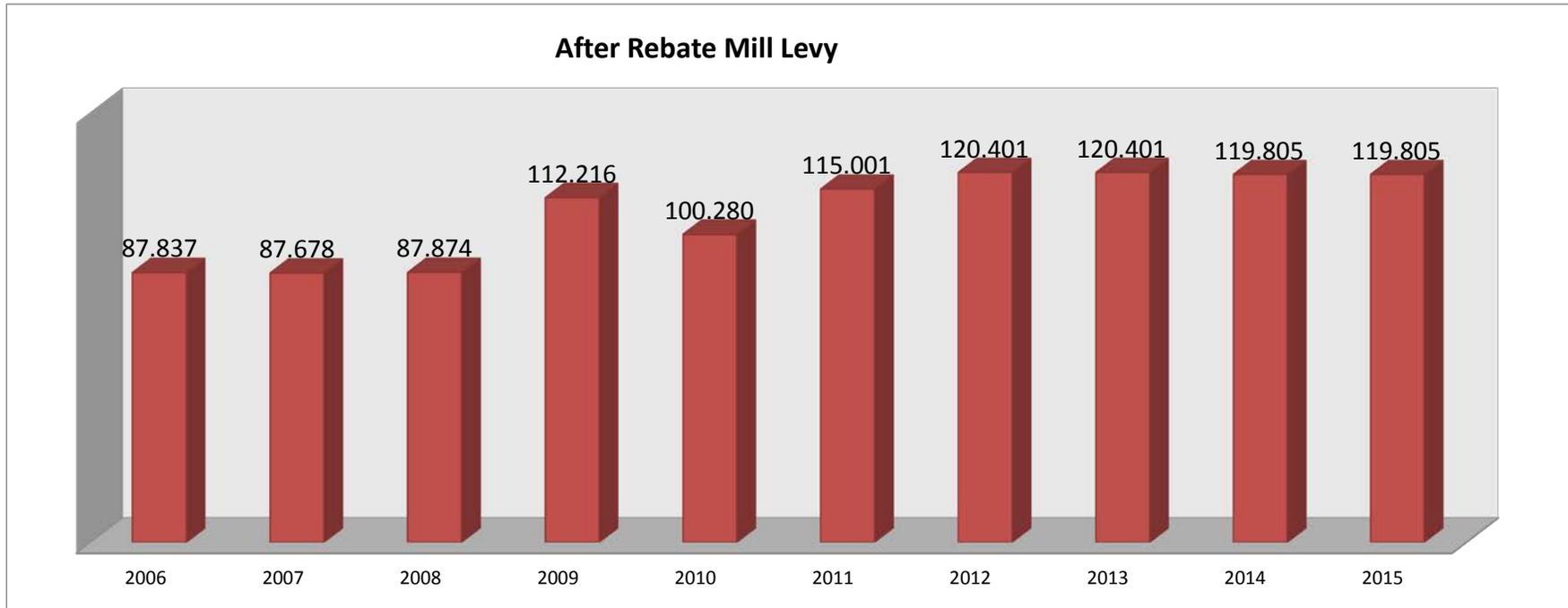
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Resources					Requirements									
Fund	Beginning Available Cash	Revenue	Transfers	Total	Personal Services	Materials & Services	Capital Outlay	Transfers	Debt Service	Conting.	Total Approp Budget	Ending Available Cash	Total Approp. & Unapprop	Change in Cash
Property Tax Supported Funds:														
General	1,120,000	3,360,541	711,248	5,191,789	684,519	289,059	25,000	3,367,371	-	10,000	4,375,949	815,840	5,191,789	(304,160)
Library	30,000	154,623	34,371	218,994	148,770	62,540	-	-	-	3,500	214,810	4,184	218,994	(25,816)
Law Enforcement	40,000	543,643	1,880,000	2,463,643	1,906,624	518,367	31,800	-	3,400	2,000	2,462,192	1,452	2,463,643	(38,548)
Fire & Ambulance	415,000	2,340,682	1,522,000	4,277,682	2,248,331	850,888	1,017,000	-	107,000	-	4,223,218	54,464	4,277,682	(360,536)
Bldg Codes	14,559	461,500	-	476,059	304,531	45,338	50,000	-	-	-	399,869	76,190	476,059	61,631
Parks/Rec	1,000	941,749	638,000	1,580,749	832,090	677,152	25,000	-	32,239	10,000	1,576,481	4,268	1,580,749	3,268
Total	1,620,559	7,802,739	4,785,619	14,208,917	6,124,865	2,443,344	1,148,800	3,367,371	142,639	25,500	13,252,520	956,397	14,208,917	(664,162)
					Total Operating Budget =		8,568,209			Change in Cash \$ (664,162)		Ending Cash as a % of Budget 9.7%		
Other Tax, Fee & Assessment Supported Funds:														
Resort Tax	2,285,001	2,080,000	-	4,365,001	-	-	2,893,020	751,048	-	-	3,644,068	720,933	4,365,001	(1,564,068)
Tax Inc Dist	1,777,777	4,818,428	-	6,596,205	232,125	2,036,528	447,000	2,379,988	-	500,000	5,595,641	1,000,564	6,596,205	(777,213)
Street Fund	1,400,000	1,349,953	-	2,749,953	744,654	1,028,169	587,623	-	-	50,000	2,410,446	339,507	2,749,953	(1,060,493)
Street Lighting #1	48,000	76,837	-	124,837	21,733	52,094	9,350	-	-	-	83,177	41,660	124,837	(6,340)
Street Lighting #4	25,000	67,334	-	92,334	21,733	61,223	7,650	-	-	-	90,606	1,727	92,334	(23,273)
Impact Fees	530,000	233,000	-	763,000	-	-	-	762,000	-	-	762,000	1,000	763,000	(529,000)
Sidewalk	131,517	750	-	132,267	-	-	131,516	-	-	-	131,516	751	132,267	(130,766)
Stormwater	1,115,783	74,600	-	1,190,383	-	47,267	1,140,000	-	-	-	1,187,267	3,116	1,190,383	(1,112,667)
Total	7,313,078	8,700,902	-	16,013,980	1,020,245	3,225,282	5,216,159	3,893,036	-	550,000	13,904,722	2,109,258	16,013,980	(5,203,820)
					Total Operating Budget =		4,245,527							
Enterprise Funds:														
Water	2,783,314	3,251,400	-	6,034,714	964,836	768,435	1,814,300	-	558,858	-	4,106,429	1,928,286	6,034,714	(855,029)
Wastewater	1,365,541	3,726,355	-	5,091,896	888,700	884,682	2,319,300	-	291,184	-	4,383,866	708,030	5,091,896	(657,511)
Solid Waste	95,000	766,796	-	861,796	73,096	695,442	-	-	-	-	768,538	93,258	861,796	(1,742)
Total	4,243,855	7,744,551	-	11,988,406	1,926,632	2,348,559	4,133,600	-	850,041	-	9,258,832	2,729,574	11,988,406	(1,514,282)
					Total Operating Budget =		4,275,191							
Other Funding Source Funds:														
Cty Hall Reserve	2,283,497	258,000	-	2,541,497	-	-	1,000,000	-	-	-	1,000,000	1,541,497	2,541,497	(742,000)
US93/2nd St TIGER	-	5,000	-	5,000	-	-	5,000	-	-	-	5,000	-	5,000	-
Housing Authority	4,663	527,500	-	532,163	-	532,163	-	-	-	-	532,163	-	532,163	(4,663)
WF Trail Construct	-	250,000	-	250,000	-	-	250,000	-	-	-	250,000	-	250,000	-
Park Acq & Dev	118,443	482,900	401,800	1,003,143	-	-	912,000	-	-	-	912,000	91,143	1,003,143	(27,300)
TIF Debt Svc	3,125,331	1,779,988	-	4,905,319	-	-	-	-	1,779,988	-	1,779,988	3,125,331	4,905,319	-
Victim/Wit	870	15,000	-	15,870	-	15,000	-	-	-	-	15,000	870	15,870	-
Misc. S.I.D.	138,838	140,304	-	279,142	-	-	-	-	139,604	-	139,604	139,539	279,142	701
Total	5,671,642	3,458,692	401,800	9,532,134	-	547,163	2,167,000	-	1,919,592	-	4,633,755	4,898,380	9,532,134	(773,263)
Total	18,849,134	27,706,883	5,187,419	51,743,436	9,071,742	8,564,348	12,665,559	7,260,407	2,912,272	575,500	41,049,828	10,693,608	51,743,436	(8,155,526)

City of Whitefish
Mill Value and Tax Levy
History

5/17/2014

Fiscal Year	Total Market Value	Newly Taxable Value	Mill Value		HB 124 Mills Levied	Health Insur Mills	Gross Mills Levied	Resort Tax Relief	Net Mills Levied	Fire & Amb Mills	Total Mills Levied	Distribution of Property Tax Levy					Total Property Tax Revenue	
												General	Library	Fire Pension	Fire/Amb	Fire		Amb
	a	b	c	d	e	f	g	h	i	j	k	l	m	n	o		p	
							(e+f)		(g+h)		(i+j)						(c x k)	
2002	\$ 331,297,444	\$1,543,904	\$ 9,521.589	16.1%	97.90		97.90	-28.63	69.267		69.267						\$ 659,532	
2003	\$ 376,926,297	\$1,171,218	\$ 10,540.581	11%	106.40	4.81	111.21	-26.43	84.782		84.782	\$ 851,489		\$ 42,162			\$ 893,652	
2004	\$ 438,821,953	\$1,688,291	\$ 12,324.709	17%	106.40	4.81	111.21	-24.07	87.139		87.139	\$1,024,664		\$ 49,299			\$1,073,963	
2005	\$ 496,460,096	\$1,042,687	\$ 13,398.957	9%	106.40	4.81	111.21	-24.14	87.069		87.069	\$1,113,038		\$ 53,596			\$1,166,634	
2006	\$ 577,691,081	\$1,438,400	\$ 15,023.975	12%	107.40	3.81	111.21	-23.37	87.837		87.837	\$1,259,565		\$ 60,096			\$1,319,661	
2007	\$ 676,545,891	\$1,121,030	\$ 16,608.044	11%	105.68	5.53	111.21	-23.53	87.678		87.678	\$1,389,728		\$ 66,432			\$1,456,160	
2008	\$ 755,263,708	\$1,812,408	\$ 18,512.556	11%	105.68	5.53	111.21	-23.34	87.874		87.874	\$1,552,722		\$ 74,050		\$ -	\$1,626,772	
2009	\$ 789,392,160	\$1,029,224	\$ 19,499.520	5.3%	108.75	2.46	111.21	-22.99	88.216	24	112.216	\$1,642,172		\$ 77,998	\$ 467,988	\$294,833	\$173,156	\$2,188,158
2010	\$ 888,143,474	\$1,238,391	\$ 20,103.083	3%	108.75	2.46	111.21	-23.29	87.920	12.36	100.280	\$1,687,048		\$ 80,412	\$ 248,474	\$ 99,390	\$149,084	\$2,015,935
2011	\$ 952,357,384	\$ 563,091	\$ 20,434.118	2%	115.40	2.46	117.86	-22.54	95.321	19.68	115.001	\$1,866,064		\$ 81,736	\$ 402,143	\$160,857	\$241,286	\$2,349,944
2012	\$1,022,102,349	\$ 710,377	\$ 21,287.796	4%	116.33	6.08	122.41	-26.01	96.401	24	120.401	\$1,852,060	\$114,954	\$ 85,151	\$ 510,907	\$204,363	\$306,544	\$2,563,072
2013	\$1,090,881,100	\$ 522,087	\$ 21,631.411	1.6%	117.966	6.08	124.05	-27.65	96.401	24	120.401	\$1,881,954	\$116,810	\$ 86,526	\$ 519,154	\$207,662	\$311,492	\$2,604,444
2014	\$1,164,900,282	\$ 307,117	\$ 22,105.761	2.2%	117.174	10	127.17	-31.369	95.805	24	119.805	\$1,910,048	\$119,371	\$ 88,423	\$ 530,538	\$212,215	\$318,323	\$2,648,381
2015			\$ 22,550.000	2.0%	116.346	11	127.35	-31.541	95.805	24	119.805	\$1,948,434	\$121,770	\$ 90,200	\$ 541,200	\$216,480	\$324,720	\$2,701,604
			change from last year		-0.83	1.00	0.17	-0.17	0.00	0.00	0.00	\$ 38,386	\$ 2,399	\$ 1,777	\$ 10,662	\$ 4,265	\$ 6,397	\$ 53,224
											0.00%	2.01%	2.01%	2.01%	2.01%	2.01%	2.01%	



Purpose

The General Fund provides services and projects that are not typically self-supporting. Services provided by the General Fund are Municipal Court, Administrative Services, Resort Tax Administrative Services, Legal Services, Community Planning, Community Agencies, Cemetery Services, and Non-Departmental functions. Significant transfers of property taxes are also made from the General Fund to support the Law Enforcement Fund, Fire and Ambulance Fund, Library Fund and the Parks and Recreation Fund. General Fund services generate relatively little or no revenue to offset their costs. As such, property tax revenue and other “general” income sources are used to pay for General Fund expenses.

FY 2015 Objectives

The objective of the General Fund for FY15 is to provide budget authority to provide the above listed services within the City.

Significant or Changed Appropriations during FY15 are:

Item/Project	Amount
Revenue Changes	
• Increased Planning & Zoning fee estimates	\$28,500
• Increased Resort Tax Property Tax Relief	\$17,816
• Added Cemetery Cremain Niches Revenue	\$30,000
Expenditure Changes	
• Server (Admin Services)	\$7,000
• Election (Admin Services) - \$5,000 for Local Government Review	\$5,000
• Local Government Review Study Commission – if review is approved at June Primary	\$5,000
• Hwy 93 S Corridor Study – Labor in this fund; consulting services in TIF	
• Increased transfers to Park, Police, Fire by 10.14% (\$240,000 is one time transfer for Fire/Ambulance Dept. to buy new SCBA tanks (air tanks)	\$310,000
• Planning – replace vehicle (with two trade-ins)	\$20,000

General Fund Revenue - 1000

5/17/2014

Revenues		Actual FY 2012	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
Taxes						
311010	Real Property Taxes	1,877,221	1,839,939	1,875,548	1,293,042	1,913,934
311020	Personal Property Taxes	25,957	31,386	34,500	17,234	34,500
312000	Penalty and Interest	13,659	10,428	12,000	6,360	12,000
314125	In Lieu of Taxes - Housing Auth.	8,363	4,000	6,500	10,902	11,000
		\$ 1,925,200	\$ 1,885,753	\$ 1,928,548	\$ 1,327,537	1,971,434
Licenses and Permits						
321070	Fees in Lieu of Taxes	395	426	400		400
322010	Alcohol Bvrg Licenses/Permits	14,853	15,423	15,000	1,650	15,000
322014	Catering License Fees	175	140	200	175	200
322020	General Business License	40,643	42,899	41,000	41,289	41,000
323021	Special Events Permit Fees	2,605	3,165	2,700	1,665	3,000
323030	Animal Licenses	940	1,001	1,000	337	1,000
		\$ 59,611	\$ 63,054	\$ 60,300	\$ 45,116	60,600
Intergovernmental						
334140	Whitefish Theatre Grant	4,335	7,631	9,500	4,219	9,500
335110	Live Card Game Table Permit	2,625		2,800		2,800
335120	Gambling Machine Permits	17,300	18,013	18,000	17,314	18,000
335230	State Entitlement Distribution	702,833	731,356	745,000	556,093	767,407
		\$ 727,093	\$ 757,000	\$ 775,300	\$ 577,625	797,707
Charges for Services						
341010	Copies, Maps & Misc.	224	152	200	35	200
341015	Bad Check Service Charges	75	200	100	50	100
341061	Temporary Use/Vendor Fees		1,550	1,000	650	1,000
341062	Variance Fee	1,520	7,260	7,500	4,160	7,000
341063	Conditional Use Permit Fees	12,340	23,681	17,000	8,910	12,000
341064	Sign Fee	11,676	8,888	12,000	9,821	12,000
341065	Architectural Review Fee	7,435	17,705	15,000	8,590	13,000
341066	Lakeshore Fee	9,510	15,810	11,000	9,480	12,000
341067	Floodplain	600	200	500		500
341068	Critical Area Fee - Inside City	50	3,020	1,500	1,000	1,500
341069	Critical Area Fee - Outside City	450	2,100	1,000	1,000	1,000
341070	Planning Fees	14,264	42,959	30,000	63,681	50,000
341071	Zoning Fees	48,309	80,804	70,000	85,173	85,000
341077	5% Admin Fee for Impact Fees	5,602	8,894	5,500	10,957	10,000
343320	Sale of Cemetery Lots			250		250
	Sale of Cemetery Cremain Niches			30,000		30,000
343340	Cemetery Burial Fees	3,600	4,600	4,000	3,150	4,000
343360	Weed Control Charges	510		1,000	498	1,000
		\$ 116,165	\$ 217,823	\$ 207,550	\$ 207,154	240,550
Fines and Forfeitures						
351030	Municipal Court Fines	227,824	221,586	230,000	141,652	200,000
351031	Parking Fines	25,590	29,220	25,000	20,795	27,000
351040	Dog Fines	1,183	978	1,000	325	1,000
351045	Defense Attnry Fee Reimburse		175	250	50	250
		\$ 254,597	\$ 251,959	\$ 256,250	\$ 162,822	228,250
Miscellaneous Revenue						
361010	Golf Course Lease Fee	25,616	1,706	25,375	26,379	27,000
362000	Miscellaneous Revenue	32,871	26,187	15,000	27,509	20,000
365000	Contributions & Donations	1,000		-		
		\$ 59,487	\$ 27,893	\$ 40,375	\$ 53,888	47,000
Investment Earnings						
371010	Investment Earnings	47,145	14,944	20,000	79,502	15,000
		\$ 47,145	\$ 14,944	\$ 20,000	\$ 79,502	15,000
Other Financing Sources						
381050	Inception of Capital Lease	10,981	0	0	0	-
383002	Resort Tax - Tax Relief Transfer	553,708	598,007	693,432	693,432	711,248
383009	SID Revolving Fund Transfer	-	-	-	-	-
		\$ 564,689	\$ 598,007	\$ 693,432	\$ 693,432	711,248
	Total Fund Revenue	\$ 3,753,987	\$ 3,816,433	\$ 3,981,755	\$ 3,147,077	4,071,789
101000	Beginning Available Cash	\$ 170,926		\$ 737,438		1,120,000
	Total Resources	\$ 3,924,913		\$ 4,719,193		5,191,789

Purpose

The Administrative Services Division provides for the general administration of the City including Finance, City Clerk, insurance, benefits, and accounting. There are five full time employees in Administrative Services, but most of their personnel costs are spread throughout the city's budget in a cost allocation formula. A new position, Human Resources Director is proposed in the FY15 budget.

FY 2015 Objectives

The objective of the General Fund for FY15 is to provide budget authority to provide the above listed services within the City. The City Council approved a resolution on Apr 21, 2014 establishing short term and long term goals for the City and these goals guide the operations and objectives during FY15. A key objective in FY15 will be the hiring and integration of a new Human Resources Director as well as replacing the Finance Director.

General Fund Expenditures - 1000

5/17/2014

Expenditures	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
410500 Administrative Services				
Personal Services				
110 Salaries	42,241	49,316	32,996	50,612
120 Overtime	995	1,204	718	1,244
140 Employer Contributions	14,890	18,665	11,878	16,713
	\$ 58,126	\$ 69,185	\$ 45,592	\$ 68,569
Materials and Services				
210 Office Supplies/Materials		642		642
220 Operating Supplies/Materials		1,205		1,205
230 Repair/Maintenance Supplies		120		120
310 Communication & Transportation		402		402
320 Printing		40		40
330 Publicity/Subscriptions/Dues		803		803
340 Utility Services		2,168		2,168
350 Professional Services		3,051		3,051
360 Repair & Maintenance		642		642
370 Travel & Training		642		642
390 Other Purchased Services		964		964
397 Contracted Workers		602		602
510 Insurance		321		321
530 Rent / Lease		-		-
540 Special Assessments		104		104
880 Administrative Costs	13,044	1,183	10,936	1,183
	\$ 13,044	\$ 12,889	\$ 10,936	\$ 12,889
Total Administrative Services	\$ 71,170	\$ 82,074	\$ 56,528	\$ 81,458

	A	B	G	I	M	N	O	P	Q	R
1										
2		The percentage is how much of the expenses stayed in or were allocated to the General Fund. The % allocated is based off total payroll, so it changes year to year.								
3										
4									0.081200	
5			0.1006	0.0858	0.0781	0.076352226		0.0764	0.080300	
6		Expenditures	Actual FY 2010	Actual FY 2011	Actual FY 2012	Budget FY 2013	Actual FY 2013	Budget FY 2014	Proposed FY 2015	Proposed FY 2015
7	410500 -	Administrative Services								
8		Materials and Services								
9	210	Office Supplies/Materials	10,236	6,389	8,823	9,000	6,995	9,000	8,000	642
10	220	Operating Supplies/Materials	9,593	6,952	9,923	23,400	12,472	19,000	15,000	1,205
11	230	Repair/Maintenance Supplies	869	3,238	1,041	1,000	1,211	1,500	1,500	120
12	310	Postage & Freight	3,173	5,305	4,814	7,000	3,936	6,000	5,000	402
13	320	Printing	138	289	-	1,000	-	500	500	40
14	330	Publicity/Subscriptions/Dues	6,482	8,670	7,787	9,000	8,077	10,000	10,000	803
15	340	Utility Services	10,463	26,347	27,218	24,000	23,662	27,000	27,000	2,168
16	350	Professional Services	51,477	34,350	35,999	66,000	70,280	41,000	38,000	3,051
17	360	Repair & Maintenance	5,550	19,630	11,356	11,000	6,834	8,000	8,000	642
18	370	Travel & Training	12,189	5,517	9,330	8,000	5,383	8,000	8,000	642
19	390	Other Purchased Services	9,071	800	10,121	3,000	1,961	14,250	12,000	964
20	397	Contracted Workers	9,539	9,640	9,461	11,400	9,102	11,400	7,500	602
21	510	Insurance	7,315	4,276	4,127	4,000	3,882	4,000	4,000	321
22	530	Rent / Lease	-	-	-	3,800	-	3,800	-	-
23	540	Special Assessments	1,907	1,613	1,284	1,500	1,284	1,300	1,300	104
24	880	Administrative Costs	12,773	11,070	-	-	12,597	-	14,729	1,183
25			\$ 138,003	\$ 133,015	\$ 141,285	\$ 183,100	\$ 167,675	\$ 164,750	\$ 160,529	\$ 12,890
26										
27		Expenditures	Actual FY 2010	Actual FY 2011	Actual FY 2012	Budget FY 2013	Actual FY 2013	Budget FY 2014	Proposed FY 2015	Proposed FY 2015
28	411100 -	Legal Services								
29		Materials and Services								
30	210	Office Supplies/Materials	988	1,447	2,216	2,202	2,462	2,300	2,500	201
31	220	Operating Supplies/Materials	1,968	5,330	2,162	4,174	1,376	2,174	7,200	578
32	310	Communication & Transportation	242	140	143	551	241	551	500	40
33	330	Publicity/Subscriptions/Dues	3,940	2,635	1,640	2,202	2,185	2,202	2,500	201
34	340	Utility Services	2,705	2,885	2,122	2,753	1,228	2,753	2,500	201
35	350	Professional Services	-	2,580	-	12,164	-	10,000	10,150	815
36	360	Repair & Maintenance	-	485	-	-	294	-	-	-
37	370	Travel & Training	3,944	1,364	1,219	2,138	604	2,138	2,170	174
38	390	Other Purchased Services	150	-	-	1,921	-	1,000	1,000	80
39	510	Insurance	641	536	515	1,050	1,051	1,050	1,066	86
40			\$ 14,578	\$ 17,402	\$ 10,017	\$ 29,155	\$ 9,441	\$ 24,168	\$ 29,586	\$ 2,376
41										
42	350	Professional Services	105,000							

Resort Tax Administrative Services Division

Purpose

The Resort Tax Administrative Services Division provides for the administration of the City's Resort Tax. Ordinance 95-15, the Resort Tax Ordinance, does not allow the use of resort tax collections to pay for the administrative expenses of the tax. Due to this prohibition such expenses are paid from the General Fund.

FY 2015 Objectives

The objective of the General Fund for this budget year is to provide budget authority to provide the above listed services within the City.

Legal Services Division

Purpose

The Legal Services Division provides for the administration of the Legal Services Division and the contract for prosecution services with the Hedman, Hileman and Lacosta Law Firm. The staff City Attorney provides legal support to the City organization in civil matters, including legal consultation, preparation and review of legal documents, and representation in civil matters. The prosecution contract provides for the City's prosecution needs in the City Court. The contract was renewed for two years in February 2011 and again in February 2013.

FY 2015 Objectives

The objective of the General Fund for this budget year is to provide budget authority to provide the above listed services within the City.

General Fund Expenditures - 1000

5/17/2014

Expenditures	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
410505 Resort Tax Admin Services				
Materials and Services				
350 Professional Services	6,775	6,000	4,850	5,000
Total Resort Tax	\$ 6,775	\$ 6,000	\$ 4,850	\$ 5,000
410364 Prosecution Services				
Materials and Services				
350 Professional Services	101,742	98,000	86,885	110,000
Total Prosecution	\$ 101,742	\$ 98,000	\$ 86,885	\$ 110,000
411100 Legal Services				
Personal Services				
110 Salaries	21,081	23,000	16,323	25,631
112 Part-Time Wages	6,744	6,977	5,016	7,250
120 Overtime		-		33
140 Employer Contributions	6,557	6,938	5,082	7,742
	\$ 34,382	\$ 36,915	\$ 26,421	\$ 40,656
Materials and Services				
210 Office Supplies/Materials		172		201
220 Operating Supplies/Materials		326		578
310 Communication & Transportation				40
330 Publicity/Subscriptions/Dues		172		201
340 Utility Services		215		201
350 Professional Services		950		815
360 Repair & Maintenance				-
370 Travel & Training		167		174
390 Other Purchased Services		150		80
510 Insurance		172		86
880 Administrative Costs		-		-
	\$ -	\$ 2,323	\$ -	\$ 2,376
Total Legal Services	\$ 34,382	\$ 39,238	\$ 26,421	\$ 43,032

Purpose

The Community Planning Division provides for the development, administration and enforcement of the City’s land use, development and zoning regulations and other provisions of the City Code. These functions are performed by the City’s Planning and Building Department.

FY 2015 Objectives

The objective of the Community Planning Division for this budget year is to provide budget authority for a broad range of planning activities including review, development and revision of planning regulations, long-range planning, processing land use and development applications, and enforcement of land use, development and zoning regulations and other provisions of the City Code.

Significant or changed appropriations during FY15 are:

Item/Project	Amount
Revenue Changes	
<ul style="list-style-type: none"> Aggregate increase of all Planning revenues caused by increased activity in recent years 	\$28,500
Expenditure Changes	
<ul style="list-style-type: none"> Partial cost of Hwy 93 South Corridor Plan – Planning will provide the staff costs and labor for this project. Consultant costs of up to \$50,000 will be paid from the Tax Increment Fund 	\$40,000

General Fund Expenditures - 1000

5/17/2014

Expenditures	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
411800 Other General Govt Services		\$ -		\$ -
420540 Community Planning				
Personal Services				
110 Salaries	156,353	183,913	118,039	223,077
112 Part-Time Wages	3,365	3,488	2,508	3,625
120 Overtime		-		16
140 Employer Contributions	60,309	79,695	50,578	96,901
	\$ 220,027	\$ 267,096	\$ 171,125	\$ 323,619
Materials and Services				
210 Office Supplies/Materials	1,783	2,500	1,014	1,500
220 Operating Supplies/Materials	1,016	4,500	2,209	4,500
230 Repair & Maintenance Supplies	307	650	516	650
310 Communication & Transportation	1,028	1,000	1,435	1,500
320 Printing	402	500	39	500
330 Publicity/Subscriptions/Dues	4,482	7,300	5,258	7,300
340 Utility Services	5,259	6,000	4,188	6,000
350 Professional Services	4,079	30,000	22,460	5,000
360 Repair & Maintenance Services	513	9,600	4,065	8,000
370 Travel & Training	4,354	4,500	3,771	4,500
390 Other Purchased Services	1,094	100	596	1,000
397 Contract Services	19,363	10,000	7,041	10,000
510 Insurance	6,696	5,300	5,284	6,000
530 Lease	413	-		0
540 Special Assessments	104	-	104	
	\$ 50,892	\$ 81,950	\$ 57,980	\$ 56,450
Capital Outlay				
940 Machinery & Equipment				20,000
		\$ -		\$ 20,000
Total Community Planning	\$ 270,919	\$ 349,046	\$ 229,105	\$ 400,069

Purpose

The Municipal Court Division provides for the administration of the Whitefish Municipal Court.

FY 2015 Objectives

The objective of the Municipal Court Division for FY15 is to provide budget authority to operate the Whitefish Municipal Court. Two full time and one part time clerk assist the Municipal Judge in operating the Municipal Court.

General Fund Expenditures - 1000

5/17/2014

Expenditures	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
410100 Legislative Services				
220 Operating Supplies/Material	3,811	3,000	2,703	3,000
370 Council Travel & Training	564	1,000	139	1,000
390 Other Purchased Services	3,053	4,500	2,250	4,500
Total Legislative Services	\$ 7,428	\$ 8,500	\$ 5,092	\$ 8,500
410360 Municipal Court				
Personal Services				
110 Salaries	153,892	158,063	114,728	163,295
112 Permanent Part Time	13,168	13,260	8,426	13,538
120 Overtime	1,977	3,023	1,734	3,094
130 Vacation/Sick Accrual		4,860		
140 Employer Contributions	61,466	69,089	46,527	70,644
	\$ 230,503	\$ 248,295	\$ 171,414	\$ 250,571
Materials and Services				
210 Office Supplies/Materials	1,498	2,300	1,795	2300
220 Operating Supplies/Material	1,129	3,000	427	3000
230 Repair/Maintenance Supplies	173	1,100	218	1100
310 Communication & Transportation	1,730	1,400	780	1700
320 Printing		200		200
330 Publicity/Subscriptions/Dues	323	600	769	800
340 Utility Services	4,675	7,000	3,692	7000
360 Repair & Maintenance	3,734	1,920	2,766	1920
370 Travel & Training	4,084	5,000	3,604	5000
390 Other Purchased Services	1,860	3,762	1,567	3762
397 Sub-Judge Contracts	1,144	1,200	546	1200
510 Insurance	8,207	6,100	6,068	8207
540 Special Assessments	101	105	101	105
	\$ 28,658	\$ 33,687	\$ 22,333	\$ 36,294
Total Municipal Court	\$ 259,161	281,982	\$ 193,747	286,865

WHITEFISH MUNICIPAL COURT
Office of the Presiding Judge

received
3/17/14 CS

B.F.J.
✓
To: The **City Manager**, the **Mayor** and the **City Council** of Whitefish
From: Judge Bradley F. Johnson
Date: March 17, 2014
Re: Budget Matters from July 1, 2014 to June 30, 2015

TIMELY WRITTEN NOTICE

The current Whitefish city ordinance requires that the Municipal Judge give timely written notice to the City of his request for an adjustment in compensation. The deadline for the notice is no later than March 31 (2014). By this document I am giving notice of my request for a meaningful salary review.

SPECIFIC REQUEST DISCLOSED

During last year's budget hearings there was a proposal for a salary increase initiated by the Council. The proposal did not actually happen for undisclosed reasons. I believe that I was the only city employee that did not receive a full measure of COLA and related automatic salary adjustments.

This year I would propose a traditional Step and Grade Equivalent for all prior passed over benefits during the term of my employment. It could be a onetime amount to be paid as regular compensation over three years of future service. It would be based upon 30 years of continuous service which has given stability to the Whitefish court system over time. I would like to discuss the best way to integrate the amount into my regular pay periods for normal accounting purposes.

Before enactment of the judge's compensation ordinance a meaningful review was very sporadic and had no specified criteria for an objective evaluation. I am looking forward to discussing the matter during the regular budget hearings in June.

ADDITIONAL or ADVANCE INFORMATION

If any additional notice or support documentation is required to preserve the issue, then contact me in writing prior to the stated deadline of March 31, 2014.

NOTICE REQUESTING A COMPENSATION REVIEW DURING REGULAR BUDGET HEARING/MUNICIPAL JUDGE

ORDINANCE NO. 05- 14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA,
AMENDING THE CITY JUDGE COMPENSATION POLICY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH,
MONTANA, AS FOLLOWS:

Ordinance 03-28 is hereby amended in its entirety to provide as follows:

Section 1: This Ordinance is adopted in order to create a policy governing the compensation of the position of Whitefish City Judge.

Section 2: The City Council shall, by resolution, create a salary range for the position of City Judge. Such salary range shall be set by resolution, and shall remain in effect from year to year until modified or amended by the City Council.

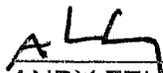
Section 3: The City Council shall, by budget resolution or other resolution, set the actual compensation of the incumbent City Judge on a yearly basis. Once set, the compensation of the City Judge shall be increased as of July 1 of the following year, and yearly thereafter, by the same cost-of-living raise granted to other city employees.

Section 4: Either the incumbent City Judge or the City Council may initiate a review of the incumbent Judge's compensation by written notice to the other no later than April 1 of each year. If neither the incumbent City Judge nor the City Council initiates a review, then the annual compensation of the incumbent Judge, for the following fiscal year, shall be the same as the prior fiscal year, subject to the cost-of-living raise identified above. If either the incumbent City Judge or the City Council initiates a review, then such review shall occur in concert with the formulation of the overall City budget for the following fiscal year.

Section 5: In setting the annual compensation for the incumbent City Judge, the City Council shall consider the level of education of the incumbent City Judge, the years of experience in the position of Whitefish City Judge or in a similar position, and other relevant factors relating to the qualifications of the incumbent City Judge.

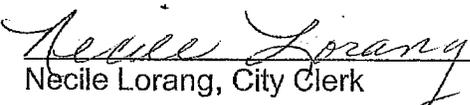
Section 6: This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Whitefish, Montana, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
WHITEFISH, MONTANA, THIS 18th DAY OF JULY, 2005.



ANDY FEURY, MAYOR

ATTEST:



Necile Lorang, City Clerk

From: Judge Bradley F. Johnson
To: The Mayor of Whitefish, Whitefish City Councilors, and the City Manager
Date: For Inclusion in the June 2014 Budget Hearings
Subject: **Judge's Compensation Request**

Pursuant to a Whitefish city ordinance I received my first meaningful salary review during the summer of 2003. That process gave me the first significant compensation increase since 1992. In addition, a problem with the state PERS retirement fund was partially addressed, but not fully resolved as a result of the Council's action in 2003.

I am seeking a follow-up comprehensive review in order to receive compensation equal to that of department heads or other supervising personnel exercising similar authority in the discharge of Whitefish government business.

The current ordinance has specific criteria which allow the Council to make an objective evaluation of relevant factors, to specifically include: level of education, years of experience in the position, and other facts relating to the qualifications and demonstrated abilities of an incumbent judge.

In support of the evaluation I would ask that you take note that I have not only a basic law degree (Juris Doctor), but also postgraduate education at the master of law level. In addition I have attended over 50 Montana Supreme Court training conferences that are structured to provide about 20 CLE credits each, and I have attended a specialized program from the National Judicial College in Nevada on scholarship. I was accepted for and completed the first class of the Montana Judicial Institute at the University of Montana, School of Law. It was a two year summer term program with unique emphasis on Montana's jurisprudence and its developing body of case law arising from our 1972 state constitution. The Montana Supreme Court selected me to attend two national Indian Law Symposiums on behalf of the state of Montana. I have served as an instructor at judicial seminars and have been a training mentor for lower court judges around the state.

Over the years I have written several papers for various state agencies at the request of the Commission on Courts of Limited Jurisdiction. I have personally addressed and submitted a written memorandum to the National Highway Traffic Safety Administration detailing some

MEMORANDUM IN SUPPORT OF JUDGE'S COMPENSATION,
Page 1 of THREE.

significant statutory revisions for alcohol related driving offenses in Montana. I have testified before the Montana Legislature during regular sessions concerning matters deemed important to the state judiciary. In 1997 I co-authored a 47 page report for the Montana Board of Crime Control that made an analysis of Montana's courts of limited jurisdiction. The paper identified how some judicial functions could be restructured to better serve the diverse geographic areas of the state and to provide cost effective training for magistrate type judges.

Among other legal matters I have represented the Whitefish Court in cases filed before the Montana Supreme Court and in civil actions filed by anti-government persons in Federal court(s) against me, the City, and "unspecified agents of corporate government". I achieved a legal dismissal of a potential § 1983 Federal Claim by asserting the doctrine of judicial immunity which was recognized by a Federal Magistrate Judge and thereby terminated a protracted action in the Federal court system (9th Circuit). All of this was done without the City incurring any legal fees; it saved the City significant outside legal expenses. I was happy to provide this legal service to my city *pro bono*.

I also initiated the effort and legal/political action necessary to reacquire the Whitefish Armory complex. It had been recently renovated with military funds and was to be offered for general sale on the open real estate market. I lined up the appropriate people to participate in the required hearings in Helena which resulted in the City receiving back the Armory Park property that had been conveyed to the State in 1954. I addressed the Legislative sub-committee and respectfully argued for the property's return despite the absence of a reversionary clause in the original deed. I then spoke to the adjutant general of the National Guard and the statutory members of the land board who had to approve the transaction. It was a civic pleasure to watch the transfer completed and to see the City receive a structure with long term service life that was subsequently converted into civilian uses.

The City has never paid for any of my professional license fees or subscriptions.

I have actively served as the presiding judge of Whitefish, both as a city and a municipal court, since January 1986. I have also served by appointment as a substitute judge for the City of Columbia Falls, the Kalispell Municipal Court, and as a trial judge for the Flathead Justice Courts. I have been designated by district judges to conduct special hearings and make written findings for various state district courts.

I believe that my legal credentials and practical experience are equal to any lower court judge now presiding within the state.

I would like an increase in compensation to an amount commensurate with my demonstrated service to the City and to its court. I believe this is a reasonable request based upon the degree of professional judgment that I exercise on behalf of the Whitefish Court. I also believe the amount should be commensurate with other department heads and upper lever staff employed by the City.

To verify that other Montana governmental sub-divisions recognize and compensate for longevity of judicial service I consulted with the City's finance director, Corey Swisher, in March to have him factually document the process. Mr. Swisher advised me that he could make a factual representation to the Council that other local governments do have such a practice. In particular I asked that he contact the appropriate person(s) in Yellowstone County, along with other smaller counties, to determine how each entity factored a longevity component into its judges' compensation packages. I wanted someone on the executive side of our city government to simply document that the practice was not uncommon. The rationale for longevity recognition is generally predicated upon the concept that stability and predictability is bestowed on a court system which has the same judge re-elected over time. The willingness to stand for election and to be re-elected by the populous demonstrates that a judge has the confidence of the citizens who s/he serves. That the court is not subject to administrative disruptions at four year cycles means something to a credible municipal government system.

In the past I have asked the City to grant the same recognition by the mechanical pay increases incorporated in the Step and Grade system applied to other city employees. This may be a new concept for Whitefish with respect to judges but it has been an on-going procedure in other local government salary computations. I would ask that the City do the same for its municipal judge.

I will answer any questions concerning the basis for my beliefs and request.

Thank you for your careful consideration regarding this important personal matter.

WHITEFISH MUNICIPAL COURT

BUDGET MEMORANDUM FOR FISCAL YEAR 2014-15

* * * * *

ORIGINAL
received
4-23-14 CS

To: The City Manager, the Mayor and the City Council of Whitefish
From: Whitefish Municipal Judge Bradley F. Johnson
Date: April 23, 2014
Re: Budget Matters from July 1, 2014 to June 30, 2015

OVERVIEW & SPECIFIC COMMENTS

THE ESC BUILDING

This year the mechanical problems center around two items: the continuing problems with the building heating system which appears to be so complex in its design that predictable heat doesn't come in response to a demand from a particular area's thermostat no matter how often a technical person re-works the existing system; and another intrusion of outside water through an electrical conduit that passes above the south side ceiling of the courtroom interior. The water (seems) to flow from an outside source into the overhead electrical wiring, and then escapes through a junction box above the acoustical tile panels which then become saturated and drip water onto the carpeting. Staining and disintegration of the ceiling panels happens quickly, the carpeting absorbs the water, and the water intrusion causes damage to both the sub-ceiling and the floor covering. We have been informed that the mere venting in the ceiling panels causes a major disruption to the air flow and temperature regulating mechanisms of the entire building.

We typically self-help by removing the damaged tiles, place a collection bucket in the obvious drip areas, and then use freestanding fans to hasten the drying of the carpeting. The wetness is an inconvenient disruption; the fact that it arrives through an electrical conduit is a much more troubling problem because of the potential danger.

These events have rekindled a very important concept that was considered in the past but never implemented – the demonstrated need for an ESC Building Supervisor

who has the knowledge, the credentials, and the ability to immediately access mechanical problems and then implement a restoration of services (damage control) in real time. Without such a person the complex mechanical systems incorporated into the new design go askew and cause major disruptions in daily functioning. We have served as plumbers, heating providers, water control technicians, snow & ice abatement people, and MacGyver engineers. This building's service life will be diminished and the cost of maintenance will escalate without a proper maintenance staff for such a complex and delicate set of operating systems. What happened to the proposed position of a Building Super discussed a few years ago?

As related in all previous years the accumulation of snow and ice on the principle walk and entry ways is a cause of safety concern for the building staff and anyone who has to navigate along the designated route to enter the building. A remedy has not been implemented and future falls, injuries and tort claims are foreseeable. The concrete has begun to "sluff" and scale off as the surface breaks down – it looks bad for such a new building and also indicates poor quality original installation.

OPERATIONAL MATTERS

Issues raised in the 2013 auditor's report have been addressed. The auditor made a spot check during the third week of March 2014 and generally reported an improvement per the prior directive. Stale checks were the primary deficiency cited in his oral announcement. They center on the accumulation of clerical work necessary to complete and comply with the finality requirements of past adjudications. Thanks to the additional court personnel the Court is current in its administrative reporting and financial compliance mandates -- (it was never delinquent in the adjudication of cases).

The uniform state computer software programs continue to be refined by the IT staff in Helena which results in periodic upgrades to enhance the manner and the detail of data reporting for interim and final dispositions.

During the past year the Court's part-time receptionist, Jackie Nelson, elected to terminate her employment with the City. She had done a good job in serving the Court for over two and a half years; we wish her well in her new endeavors.

With her departure it was necessary to recruit, interview and hire a replacement.

That was done in January 2, 2014. The new probationary hiree is Ellen Ayars who is still undergoing her period of training and evaluation. The replacement process takes time and disrupts the normal routine working within the Court office. We are striving to bring her up to full capacity with the receptionist duties and (then) hope that she can assume more detailed administrative work to distribute the clerical functions among a staff of three.

POST LEGISLATIVE SESSION IMPACTS

The 2013 Legislature created some new procedural and substantive laws which affected Montana's courts of limited jurisdiction. Some of the case law opinions issued by the state Supreme Court construing certain statutes places an obligation on some courts to conduct more pre-adjudication hearings. From the perspective of the Whitefish Municipal Court it's not so much the judicial time as it is the post hearing documentations that place new administrative duties on the court staff. Because all of Montana's court system is still evolving with respect to jurisdictional issues our judicial system can anticipate that changes will continue to happen as the Legislature and certain state agencies deem it necessary. Unlike other states, the Montana model of layered courts which allow the Legislature to expand or contract some forms of subject matter jurisdiction lends itself to periodic and significant changes. Whitefish is flexible in its adjudicative capacity. The related administrative duties are sometimes difficult to accomplish because the State support staff is unclear on what is truly required in the reporting programs.

SALARY REVIEW

The presiding judge gave timely notice during March 2014 of his request for a significant review of his compensation to include salary and periodic (yearly) benefits. A separate memorandum has been provided which outlines the base issues of COLA, the absence of any longevity recognition which is automatic in the pay matrix for all other City employees, and disparity in compensation when compared to other city staff who exercises similar authority in important governmental discretionary functions.

Both full time staff employees: Court Administrator Shellee Abel and Clerk of

Court Pam Cotton are due a standard yearly compensation evaluation which should, at a minimum, include an automatic pay adjustment to reflect years of service (Step & Grade) plus the COLA factor as uniformly computed and granted to all City employees. In addition, each should be considered for an additional compensation pay and benefits that are appropriate to their special skills and enhanced training which makes the quality of their work product unique to the City. The Council must recognize that both Shellee and Pam occupy special positions of trust and possess very particular skills & knowledge that enable the Whitefish Court to function well. Their personal service to the public reflects very favorably upon the state judiciary and upon the City. Each one has to interact with a general populous that is often angry, confused, frustrated, and sometimes openly display hostility and animated emotions. The stress level of the job can be taxing and is of the type and frequency that few other city employees experience on a recurring basis. The interactions can come in a face-to-face encounter or by repeated telephone calls “from afar”. Both Shellee and Pam have demonstrated the integrity and personal control to advance the Court’s business with dignity – please appreciate and compensate accordingly. They deal with the same personalities that an armed policeman has encountered – many of these persons seem predisposed to violent behavior, but the Court has to properly and timely advance its legitimate legal agenda even if the complainant wishes to do otherwise. Keep Shellee and Pam’s special talents, demonstrated over a long period of faithful employment, in mind when you value their service to our City. This is a very real and unique factor in comparing compensation levels with other department employees.

As in the past, the Judge would remind the Council that the court staff is not represented by a union negotiator and they rely solely on the periodic *good faith evaluation* of the City to provide fair and adequate compensation to each of the non-represented staff/employees. During the budget hearings the Judge and the Court Administrator have the one opportunity to directly address the City representatives about compensation issues. We are limited in time and very succinct in our oral presentation. This memorandum is carefully drafted and submitted in advance so that each councilor and the city finance director can have an overview of specific items deemed important and factually relevant in making compensation decisions as to each

of the Court's personnel. There is no prolonged collective bargaining, no give and take negotiations on "other matters of compensable value", no overtime perimeters, and no special allowances. The Court has to believe that the City council and its management staff will follow their duty of *good faith in fact* when making meaningful decisions about a little known and low profile division of local government.

Something Important from the Past

In 2012/2013 the Judge participated in a formal conference initiated by someone in state government who was conducting a state wide survey to evaluate and compile financial information among all of the cities, towns and counties. The study was premised upon the general principle of "equal pay for equal type work". This was deemed by those in Helena to be a necessary and long overdue process to "level out" inconsistent pay schedules among employees who perform varying duties and responsibilities for government entities and their departments – for which compensation varies substantially. The Judge was lead to believe that something tangible and objective would be the final result of analysis and advanced modeling. What has happened to this program and its anticipated result? The Court completed several detailed data sheets which included specific figures and also requested narrative text to specifically formulated questions – what is the status of that government funded survey of compensation equality among government employees?

For 2014's Budget

Thank you for a proper deliberation on the facts relevant to the employee compensation packages which should include longevity of service, acquired knowledge and practical experience, lack of disciplinary action, and notice of successful completion of formal training provided to each person through periodic sessions sponsored and monitored by the State Supreme Court's Administrator. All of these facts and factors are important to know and to be appreciated in making a decision about adequate and appropriate compensation to each of the Court's staff. Is it information now utilized in the City's formulation of employees' pay and benefits?

SPECIFIC BUDGET REQUESTS

For the upcoming fiscal year the Court would request that the Council discuss and fund the following specific items deemed necessary to the Court's operations:

ACQUISITION OF NEW ITEMS: The State has informed the Court that our existing lap top computer is now so dated that it is technically obsolete and in need of replacement. Although necessary to conduct court business on behalf of the State, the State will not fund a new unit. It has been estimated that a lap-top computer of the type necessary to accomplish the new tasks would be approximately \$800. The court would ask for money to purchase this necessary item of office equipment.

STORAGE SPACE: The Court generates and receives many paper items (documents) that must be retained either by law for a specified period of time, or because the Court needs the documents to support ongoing cases. We have boxes of old documents stored in the basement of City Hall (Police Department) at Second & Baker. They are not readily accessible and it is anticipated that at some time the space will be demolished as the City Hall undergoes transformation. The Fire Department has also expressed a need for additional storage space for certain of its physical items. A temporary storage "locker" might be created by use of exterior storage containers placed around the grounds of the ESC campus. Weather tightness is the Court's primary concern, as is ready access at all times of the year. There has been informal discussion about a joint new storage building to be shared by the Court and the Fire Department, and (possibly) the Police Department. It would be located in an appropriate and accessible spot on the combined complex center. It won't happen this budget year but the City needs to know that such a structure will be required in the near future. In the interim the Court is stacking storage boxes within its limited space and making do as best as practical. At the time of original construction the Court made known the need for adequate, weather resistant, and readily accessible long term storage space, but that request was stricken in the interest of cost savings. The need was made known and disregarded; it's now time to squarely address the deficiency.

A DigiTicket ELECTRONIC CONVERSION MODULE: This device would enable police generated electronic field citations (tickets) to be instantly and electronically transferred from the Police Department into the Court's computer system. At present all tickets are manually entered by a clerk on a daily basis – this is inefficient, slow and prone to error. A better means is available at the cost of about \$5000. It is believed that the Police Department will request the necessary money to acquire and install the new device. Thereafter, it is estimated that a yearly maintenance fee of approximately \$1000 would be required to keep the device and support services in good operating order. That annual fee would be shared (equally?) between the Court and the Police Department. This item makes real sense for several pragmatic reasons, one of which is the absence of operator error in making the data/information transfer between the two units of government. A joint request with more specific financial information and explanation of purpose may be provided by the Police and the Court during the budget discussion hearings. This item makes sense; please consider it as a necessary support tool for both agencies.

TRAVEL and TRAINING EXPENSES:

MANDATORY FUNDING FOR JUDGES' CONFERENCES

As in past years the Court would request adequate funding, specified by statute MCA § 3-6-202(4) with internal reference to MCA § 3-10-203 and MCA § 3-6-202(6), of a sufficient amount of money to allow for compliance with the mandate for annual training. The two yearly conferences are staged at varying locations around the state as set by the Montana Supreme Court. It has been proposed that the training conferences be located at two specific venues, one East and one West, to make things more predictable. This proposal has been rejected by the State and the locations are selected for undisclosed reasons. Also the duration of each conference may vary depending upon the subject matter to be presented and the time allotted to the instruction. It is believed that the same funding as last year will be sufficient to cover anticipated costs of both judges' conferences. The spring 2014 conference is here in Whitefish and the Judge will reside at home costing the City nothing for lodging or travel. The conference fee is set by the State and it is a mandatory expense for all courts.

CLERKS' TRAINING SESSIONS

The clerks' conferences are a very important training process that includes directly supervised education about best office practices and procedures. It is worthwhile to have both court clerks attend the conferences as often as possible to keep current on new developments and to promote redundancy in the Court's staff.

The Court would like an allocation of money sufficient for periodic participation in selected training programs. The judge and the clerks would make an *ad hoc* evaluation about whether a particular course would be worth the time and money expenditure; we have never abused this discretionary privilege. The Court would like funding based upon our reasonable projections which would allow both clerks to travel and attend those training sessions which the Court deems sufficiently important. Normally there is one combined conference that is staged in conjunction with a Judges' Conference, and one independent conference for clerks only at a separate time and location.

REPAIR AND MAINTENANCE SUPPLIES: The Court has no direct control over the amount designated as a "Special Assessment" for its occupancy and use of the ESC building. Whatever the amount, it is determined by the City and then attributed to the Court. It is assumed that the amount is proper and in reasonable proportion to the Court's use of the collective facility.

OTHER RELEVANT ISSUES: The Court has struck an accommodation with the police department about the pick-up and delivery of items to the city hall central administrative building. Use of personal vehicles to conduct city business has been diminished but not eliminated at present.

The Court's request for a nominal amount of money to acquire wall furnishings for the bare walls of the courtroom was declined. We have purchased a wall clock from our personal funds and it is now displayed over the jury box. Our request for a framed copy of the US Constitution was likewise declined; we have none displayed. The specific request for a framed copy of the classic depiction of Justice Oliver Wendell Holmes to oversee our courtroom was rejected last year.

SUMMARY

The Court is working well, timely in administering its docket, and the staff is addressing all business in a prompt and professional manner. The City should be proud of its judicial department which reflects well on the City and its contribution to the state judiciary. Whitefish Municipal Court is a credible legal forum.

All aspects of the new budget proposals will be subject to open and direct discussion during the regularly scheduled session(s) of hearings.

Bradley F Johnson by SA
Whitefish Municipal Judge

Community Agencies Division

Purpose

The Community Agencies Division provides budget authority to support various community organizations. These include the Eagle Bus Service, Big Mountain SNOW Bus, Golden Agers Community Center, Whitefish Theatre Grant, O'Shaughnessy Center Insurance, Whitefish Housing Authority, and property insurance for The Wave.

FY 2015 Objectives

The objective of the Community Agencies Division for this budget year is to provide budget authority to support various community organizations, as described above. In FY14, the City began to reimburse the Whitefish Housing Authority for the Payment in lieu of taxes (PILT) which the Housing Authority pays to the City for Mountain View Manor, an elderly and disabled subsidized housing apartment building.

Cemetery Services

Purpose

The Cemetery Division provides budget authority for the ongoing maintenance of the Whitefish Cemetery. The City operates a 7.0 acre cemetery on Hwy 93 North next to the golf course.

FY 2015 Objectives

The objective of the Cemetery Division this fiscal year is to provide budget authority for the maintenance of the Whitefish Cemetery. The City is pursuing purchasing land for a new Cemetery. The City is budgeting \$2,000 for additional water testing on possible sites.

The FY15 budget also includes a budget of \$5,000 for landscaping improvements for the new Columbarium for cremation remains.

Cemetery fees were increased in February 2011 to match costs.

General Fund Expenditures - 1000

5/17/2014

Expenditures	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
Community Agencies				
Materials and Services				
790 Eagle Bus Service	9,300	9,300	9,300	9,300
790 Big Mountain Snow Bus	7,500	7,500	7,500	7,500
790 Golden Agers Cmmnty Center	1,500	1,500		1,500
730 Whitefish Theater Grant	7,631	9,500	11,850	9,500
790 Whitefish Housing Authority			10,901	11,000
510 O'Shaughnessy Center Insrnc	3,009	2,600	2,550	2,600
510 WAVE Property Insurance	8,348	7,100	7,075	7,100
Total Community Agencies	\$ 37,288	\$ 37,500	\$ 49,176	\$ 48,500
430900 Cemetery Services				
Personal Services				
110 Salaries	701	726	536	754
120 Overtime	225	82	506	90
140 Employer Contributions	330	254	385	260
	\$ 1,256	\$ 1,062	\$ 1,428	\$ 1,104
Materials and Services				
220 Operating Supplies	92	500	302	1,000
230 Repair/Maintenance Supplies	1,840	3,000	493	3,000
340 Utility Services			200	1,000
350 Professional Services			1,095	2,000
390 Other Purchased Services	6,210	2,000	1,187	2,000
510 Insurance	35	40	30	50
	\$ 8,177	\$ 5,540	\$ 3,307	\$ 9,050
Capital Outlay				
930 Improvements		\$ 53,000	\$ 45,821	\$ 5,000
Total Cemetery Services	\$ 9,433	\$ 59,602	\$ 4,735	\$ 15,154
510900 Operating Contingency				
870 Operating Contingency		10,000		10,000
	\$ -	\$ 10,000	\$ -	\$ 10,000
521001 Interfund Loan Transfer Out				
820 Trans to Other Funds-Building		-		
	\$ -	\$ -	\$ -	\$ -
Transfers to Other Funds				
820 Trans to Library Fund	34,371	34,371	22,914	34,371
820 Trans to Parks and Rec Fund	536,106	603,000	402,000	638,000
820 Trans to Law Enforcmnt Fund	1,795,000	1,845,000	1,230,000	1,880,000
820 Trans to Fire & Ambulance Fund	494,594	575,000	383,333	815,000
820 Trans to Ambulance Fund				
	\$ 2,860,071	\$ 3,057,371	\$ 2,038,247	\$ 3,367,371
Total Non-Departmental	\$ 2,860,071	\$ 3,067,371	\$ 2,038,247	\$ 3,377,371
Total Expenditures	\$ 3,658,367	\$ 4,029,313	\$ 2,694,786	\$ 4,375,949
Ending Cash Balance (Reserves)		\$ 689,881		\$ 815,840
Total General Fund		\$ 4,719,193		\$ 5,191,789

General Fund Expenditures - 1000

5/17/2014

Expenditures	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
Total General Fund				
Personal Services	544,294	622,553	415,980	684,519
Materials and Services	254,003	286,389	240,558	289,059
Capital Outlay	-	53,000	45,821	25,000
Contingency	-	10,000	-	10,000
Transfers	2,860,071	3,057,371	2,038,247	3,367,371
	<u>3,658,367</u>	<u>4,029,313</u>	<u>2,740,606</u>	<u>4,375,949</u>
Personal Services				
110	374,268	415,018	282,623	463,369
111	-	-	-	-
112	23,277	23,725	15,949	24,413
120	3,197	4,309	2,958	4,444
130	-	4,860	-	33
140	143,552	174,641	114,450	192,260
Materials and Services				
210	3,281	5,614	2,810	4,643
220	6,048	12,531	5,640	13,283
230	2,320	4,870	1,227	4,870
310	2,758	2,802	2,215	3,642
320	402	740	39	740
330	4,805	8,875	6,026	9,104
340	9,934	15,383	8,080	16,369
350	112,596	138,001	115,290	125,866
360	4,247	12,162	6,831	10,562
370	9,002	11,309	7,514	11,316
390	12,216	11,476	5,600	12,306
397	20,507	11,802	7,587	11,802
510	26,295	21,633	21,007	24,364
530	413	-	-	-
540	205	209	205	209
730	7,631	9,500	11,850	9,500
790	18,300	18,300	27,701	29,300
880	13,044	1,183	10,936	1,183
Capital Outlay		285,206		289,059
940		53,000		25,000
Contingency				
960		10,000		10,000
Transfers				
820		3,057,371		3,367,371
Total		4,314,519		4,375,949
		285,206		

Purpose

Title 22, Chapter 1, Part 3 of the Montana Code Annotated provides for the establishment and laws related to free public libraries. The Whitefish Community Library was created as a City Library via Resolution 10-48 on November 15, 2010 after the City Council had voted to terminate an Interlocal Agreement with the Flathead County Library Board of Trustees for the consolidated county-wide library service. This fund provides for the collection of property taxes, donations, fines and other revenues and the appropriations for the Whitefish Community Library.

FY 2015 Objectives

The objective of the Library Fund for this fiscal year is to provide budget authority for the Whitefish Community Library.

Significant policy issues in the FY15 Budget are:

Item/Project	Amount
Revenue Changes	
• Misc donations, fundraising, & grants	\$18,000
• Whitefish Library Association contribution (five years of contributions for transition from County has now ended)	\$0
• The Whitefish Community Library Board has proposed three different budget scenarios for FY15, one staying at the historic 5.4 mills of property tax and two options for increasing the mill levy to 6.2 mills to match the Flathead County ImagineIF library mill levy.	

Expenditure Changes – depends on the scenario chosen above

Library Fund - 2220

5/17/2014

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Taxes						
311010	Real Property Taxes	116,810	113,815	119,371	80,257	121,770
311020	Personal Property Taxes		1,205		1,069	
		\$ 116,810	\$ 115,020	\$ 119,371	\$ 81,326	\$ 121,770
Intergovernmental						
334100	State Aid	610		2,640		2,353
		\$ 610	\$ -	\$ 2,640	\$ -	\$ 2,353
Charges for Services						
346070	Library Collections	7,200	12,125	11,000	11,992	12,500
		\$ 7,200	\$ 12,125	\$ 11,000	\$ 11,992	\$ 12,500
Miscellaneous Revenue						
365010	Private Gifts and Bequests	51,000	40,229	51,000	17,232	18,000
		\$ 51,000	\$ 40,229	\$ 51,000	\$ 17,232	\$ 18,000
Other Financing Sources						
383004	General Fund Operating Transfer	34,371	34,371	34,371	22,914	34,371
		\$ 34,371	\$ 34,371	\$ 34,371	\$ 22,914	\$ 34,371
	Total Fund Revenue	\$ 202,791	\$ 201,745	\$ 218,382	\$ 133,464	\$ 188,994
101000	Beginning Available Cash	\$ 8,029		\$ 23,758		\$ 30,000
	Total Resources	\$ 218,020		\$ 242,141		\$ 218,994
Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
460120	Personal Services					
110	Salaries	46,525	47,672	50,238	34,811	52,433
112	Permanent Part Time	50,164	52,631	50,904	38,188	55,084
120	Overtime			1,020	60	65
140	Employer Contributions	42,348	36,887	43,050	26,905	41,188
		\$ 139,037	\$ 137,190	\$ 145,212	\$ 99,965	\$ 148,770
Materials and Services						
210	Office Supplies/Materials	8,600	958	4,600	1,414	5,600
220	Operating Supplies	7,400	7,640	12,400	4,257	12,400
221	Library Materials		164	5,000	2,486	5,000
230	Repair & Maintenance Supplies	1,100	1,046	2,300	284	800
310	Communication & Transportation	5,000	3,516	4,000	2,505	4,800
330	Publicity, Subscriptions & Dues	3,200	1,632	3,300	5,552	4,800
340	Utility Services	14,640	14,321	13,960	11,093	13,960
360	Repair & Maintenance Services	2,000	5,867	2,100	7,492	2,100
370	Travel & Training	3,000	2,675	3,000	1,080	3,000
390	Other Purchased Services	360	674	360		360
397	Contracted Services	450	560	810	548	920
510	Insurance	6,806	6,806	5,254	5,253	5,254
540	Special Assessments-Co. Lnd Fill				189	200
880	Administrative Costs	4,000	3,338	4,000	2,553	3,346
		\$ 56,556	\$ 49,196	\$ 61,084	\$ 44,707	\$ 62,540
870	Operating Contingency	3,500		3,500		3,500
		\$ 3,500	\$ -	\$ 3,500	\$ -	\$ 3,500
	Total Expenditures	\$ 199,093	\$ 186,386	\$ 209,796	\$ 144,672	\$ 214,810
	Ending Available Cash	\$ 18,095		\$ 32,345		\$ 4,184
	Total Fund	\$ 217,188	\$ 186,386	\$ 242,141	\$ 144,672	\$ 218,994

FY 15 Proposed Budget page 43 of 117

Chuck Stearns

From: Michael Collins <mikeandles_88@bresnan.net>
Sent: Monday, March 24, 2014 10:05 PM
To: cswisher@cityofwhitefish.org; Chuck Stearns
Cc: 'Joey Kositzky'; 'Alison Pomerantz'; 'Anne Shaw Moran'; Marge Fisher; 'Mary Vail'
Subject: FY 2015 Whitefish Library Budget
Attachments: FY 15 Budget Projections March 4 2014.xlsx

Corey and Chuck,

Please find attached the Library budget Worksheet for FY 2015. It differs from previous years in that there are three different 2015 budgets, based on some funding alternatives.

The first budget on the right assumes that two of our multiyear donations (Heckathorn and WF Library Association) run out in 2014, and that there is no new funding available.

The second column budget assumes that Whitefish increases the Library mill levy from the current 5.4mils to 6.2 mils which is what the County is assessing today.

The third column budget assumes that Whitefish increases the Library mill levy from 5.4 to 6.2 mils and that the Library generates \$10,000 in new donations.

The library board reviewed these 2015 budget projections at their March meeting and voted to recommend the third budget to the City. At this time I would request you consider the third budget and ask what is involved to make the increase in the City Library mil levy? Is there anything the Library must do for the mil levy request?

There are also a number of questions/ comments at the bottom of the budget sheet, some that involve the City. We would appreciate your help in answering the questions or making some changes in the accounting carried out for FY 2014.

If you have any questions, please contact Joey or myself. I will be out of town until April 9, but would be happy to help after that time.

Thanks,
Michael Collins

Whitefish Community Library - Operating Budget			FY2015		FY 2016		District?
			With 5.4 mils	With 6.2 Mills	With 6.2 Mills & \$10K (WFCU)	With 6.2 Mills	
			Budget	Budget	Budget	Budget	
City Acct. Numbers	Revenues		FY2015	FY2015	FY2015	FY2016	
	Property Tax Funds	\$ 119,370	\$ 137,055	\$ 137,055	\$ 141,167	Increase 3%	
	General Fund Operating Transfer	\$ 34,400	\$ 34,400	\$ 34,400	\$ 34,400		
	Library Collections	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500		
	WFLA Donation	\$ -	\$ -	\$ -	\$ -		
	WFLA Capital Improvement Fund	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000		
	Fundraising, Grants and Misc Donations	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000		
	2013 State Aid	\$ 2,353	\$ 2,353	\$ 2,353	\$ 2,353		
	Withdrawl from WFCU Account	\$ -	\$ -	\$ 10,000	\$ -	Use?	
	TOTAL REVENUES	\$ 186,623	\$ 204,308	\$ 214,308	\$ 208,420		
	Expenses						
	Personal Services						
110	Salaries - Operating	\$ 51,191	\$ 51,191	\$ 51,191	\$ 52,727		
112	Permanent Part Time	\$ 54,281	\$ 54,281	\$ 54,281	\$ 55,909		
140	Employer Contributions	\$ 44,599	\$ 44,599	\$ 44,599	\$ 45,937		
	Sub Total Personal Services	\$ 150,071	\$ 150,071	\$ 150,071	\$ 154,573		
	Materials and Services						
210	Office Supplies	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,530		
210	Processing Supplies	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,122		
210	Library Materials (books, video, other)	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,060		
220	Operating Supplies	\$ 7,400	\$ 7,400	\$ 7,400	\$ 7,548		
220	Comp. Equip./ Sftwr / Hdwr/ Support	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,100		
220	Library Books and Media (Purchases)	\$ -	\$ -	\$ -	\$ -		
230	Maintenance Supplies	\$ 400	\$ 400	\$ 400	\$ 408		
230	Library Machine Repair/ Maintenance	\$ 400	\$ 400	\$ 400	\$ 408		
310	Communication/ Transportation (Bus Fees)	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,896		
330	Subscriptions/ Sirsi Dynix	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,896		
330	Memberships/ Registrations				\$ -		
340	Utilities	\$ 13,600	\$ 13,600	\$ 13,600	\$ 13,872		
340	Phone and Internet Services	\$ 360	\$ 360	\$ 360	\$ 367		
360	Repair and Maint. Services	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,142		
370	Travel and Training	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,060		
390	Other Purchased Services (Newspaper index)	\$ 360	\$ 360	\$ 360	\$ 367		
397	Other Contracted Library Services(MT 2 go)	\$ 920	\$ 920	\$ 920	\$ 938		
510	Insurance	\$ 6,806	\$ 6,806	\$ 6,806	\$ 6,942		
870	Contingency	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,570		
880	Administrative Costs	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,080		
	Sub Total Materials and Services	\$ 63,046	\$ 63,046	\$ 63,046	\$ 64,307		
	TOTAL EXPENSES	\$ 213,117	\$ 213,117	\$ 213,117	\$ 218,880		
	Operating Profit (loss)	\$ (26,494)	\$ (8,809)	\$ 1,191	\$ (10,460)		
	Begin Balance	\$ 8,029	\$ 8,029	\$ 8,029	\$ -	depends	
	End Balance	\$ (18,465)	\$ (780)	\$ 9,220	\$ (10,460)		
Notes, Questions, Assumptions							
1	We need a printout of all costs in the following City Accounts - 330 publicity... and 360 Repair and Maint services						
2	Did the City (Karl) have the carpet cleaning transferred from Lib R&M Services to Parks and Recreation?						
3	What is the Goodson Enterprize expense at \$90/month?						
4	There is a lot of Computer Exp in R&M Services and it should be in 220 Computer Equipment						
5	The \$119,370 Property Tax estimate is from City (Cory). It is based on the current 5.4 mils						
6	The \$137,055 Property Tax estimate is based on 6.2 mils which is what the County is currently levying						
7							
8							

Purpose

The Law Enforcement Fund provides the primary financial support for the City Police Department. The Department provides policing services through a staff of 16 sworn officers (including the Chief of Police), and a part-time parking enforcement officer.

FY 2015 Objectives

The objective of the Law Enforcement Fund for this fiscal year is to provide budget authority for the Police Department.

Significant or changed appropriations during FY15 are:

1. Addition of a School Resource Officer via a federal COPS grant and matching funds from the Whitefish School District #44.

Item/Project	Amount
Revenue Changes	
• New cops grant for School Resource Officer (SRO) at School District	\$52,000
• School District #44 matching funds for COPS SRO grant	\$14,855
• Increased transfer from General Fund taxes	\$35,000
Expenditure Changes	
• Salary and Benefits for SRO	\$60,794
• New Police car with light bar and equipment (less 1 trade in)	\$31,800

Law Enforcement Fund - 2300

5/17/2014

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Intergovernmental						
334012	Traffic Safety Grant	-	10,700	-		20,000
334091	DOT Overtime Reimbursement	15,000	9,892	15,000	20,229	25,000
336020	Offset for State Payment to MPORS	283,000	279,398	243,128		258,435
337010	Reimbursement - Drug TF Overtime	6,684		7,453		7,453
337012	Homeland Security Eqpmnt Grant	-	2,526	-		-
337014	Drug Task Force Grant	65,300	75,567	80,000	25,655	75,000
337015	COPS Hiring Grant	36,000	35,580	-	382	52,000
	School District 44 Reimbursement SRO					14,855
337018	Stone Garden Federal Grant	-	3,034	-		41,900
	MDT Equipment Grant	-	-	5,000		33,000
		\$ 410,984	\$ 416,697	\$ 355,581		\$ 527,643
Charges for Services						
342010	Contract Charges - School Events	-		-		-
		\$ -		\$ -		\$ -
Miscellaneous Revenue						
362000	Misc. Law Enforcement Collections	16,000	15,098	16,000	6,583	16,000
365000	Contributions		2,500		3,000	-
		\$ 16,000	\$ 17,598	\$ 16,000		\$ 16,000
Other Financing Sources						
383004	General Fund Operating Transfer	1,795,000	1,795,000	1,845,000	1,230,000	1,880,000
		\$ 1,795,000	\$ 1,795,000	\$ 1,845,000		\$ 1,880,000
	Total Fund Revenue	\$ 2,221,984	\$ 2,229,295	\$ 2,216,581		\$ 2,423,643
101000	Beginning Available Cash	\$ 46,718		\$ 71,627		\$ 40,000
	Total Resources	\$ 2,268,702		\$ 2,288,209		\$ 2,463,643

Law Enforcement Fund - 2300

5/17/2014

420100	Expenditures	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Personal Services					
110	Salaries	951,304	945,493	698,145	1,043,692
112	Part-Time Wages	40,877	37,321	35,435	42,072
120	Overtime	60,290	41,194	46,144	62,975
120	Reimbursed Overtime		20,000		20,000
140	Employer Contributions	394,695	431,871	300,277	479,450
145	Offset State Pymnt to MPORS	279,398	243,128		258,435
		\$ 1,726,564	\$ 1,719,007		\$ 1,906,624
Materials and Services					
210	Office Supplies/Materials	3,694	6,500	2,329	7,000
220	Operating Supplies/Materials	59,421	60,300	50,897	68,800
230	Repair/Maintenance Supplies	44,481	55,000	38,960	55,000
310	Postage & Freight	839	1,200	413	1,200
320	Printing	-	-	-	-
330	Publicity/Subscriptions/Dues	1,206	800	1,083	-
340	Utility Services	30,261	33,600	22,769	33,600
350	Professional Services	5,941	7,000	4,066	7,000
360	Repair & Maintenance	38,544	43,000	29,023	50,000
370	Travel & Training	11,842	18,000	8,424	18,500
390	Other Purchased Services	131,367	140,000	98,210	144,000
397	Contracted Workers	56,159	57,000	40,955	57,000
510	Insurance	47,893	38,000	36,043	38,000
530	Rent	1,200	1,100	900	1,100
540	Special Assessments-put in utilities			429	-
880	Administrative Expense	35,127	34,000	26,135	37,167
		\$ 467,975	\$ 495,500		\$ 518,367
610	Debt Service				\$ 3,400
Capital Outlay					
940	Machinery & Equipment	40,591	35,800	46,680	31,800
		\$ 40,591	\$ 35,800		\$ 31,800
	Operating Contingency		\$ -		\$ 2,000
	Total Fund Expenditures	\$ 2,235,131	\$ 2,250,307		\$ 2,462,192
	Ending Available Cash		37,901		1,452
	Total Law Enforcement		\$ 2,288,209		\$ 2,463,643

Purpose

The Victim and Witness Assistance Fund provides budget authority to comply with Montana House Bill 257, adopted during the 1999 Legislative Session. The bill requires cities to establish a fund to account for a Victim and Witness Assistance Fine to be assessed on those convicted of misdemeanor and felony charges. Funds collected through assessments shall be used to pay restitution and to assist the victims and witnesses of criminal acts.

FY 2015 Objectives

The objective of the Victim and Witness Assistance Fund for this fiscal year is to administer the requirements of the Montana Victim and Witness Assistance Statute.

Crime Victims Assistance Fund - 2917

Revenues				
	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Victim & Witness Prgrm Fines	8,172	15,000	4,601	15,000
Total Fund Revenue	\$ 8,172	\$ 15,000		\$ 15,000
Beginning Available Cash		\$ 230		870
Expenditures				
	Actual FY 2012	Budget FY 2014		Budget FY 2015
Materials and Services				
725 Crime Victim's Assistance	8,171	15,000	3,841	15,000
	\$ 8,171	\$ 15,000		\$ 15,000
Ending Available Cash		\$ 230		\$ 870

Purpose

The purpose of the Fire and Ambulance Fund is to provide budget authority for the delivery of fire prevention and suppression, rescue services, and ambulance and advanced life support service to the City of Whitefish, the rural fire service area, and surrounding areas.

FY 2015 Objectives

The objective of the Fire and Ambulance Fund for this fiscal year is to provide fire suppression, fire and accident rescue, hazardous materials incident response, fire code enforcement, ambulance and advanced life support service, and community education on related issues.

Significant policy issues in the FY15 Budget are:

- The four years of SAFER grant revenue that helped fund six new firefighters has ended.
- Whitefish fire equipment has aged to point of reducing safety and increasing maintenance costs. This budget anticipates borrowing from the State Intercap Loan program, and soliciting a contribution from the Rural Fire District and the WFSA.

Significant or changed appropriations during FY15 are:

Item/Project	Amount
Revenue Changes	
• Loan Proceeds	\$707,000
• Increased transfer of property taxes and cash balance from General Fund	\$240,000
Expenditure Changes	
• Fire – Capital Exp – Structural Pumper (10 year Intercap Loan)	\$496,000
• Fire – Capital Expense – Water Tender (\$211,000 of debt, use \$70,000 of WFSA cash balance of donation)	\$281,000
• Fire – Capital Expense – Self Contained Breathing Apparatus (SCBA) – 37 units (funded by one time increase of transfer from General Fund cash balance)	\$240,000

Fire and Ambulance Fund - 2340

5/17/2014

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Taxes						
311010	Real Property Taxes	512,154	507,114	522,538	356,697	533,200
311020	Personal Property Taxes	7,000	7,935	8,000	4,753	8,000
		\$ 519,154	\$ 515,049	\$ 530,538		\$ 541,200
Licenses and Permits						
323015	Fire Prevention Program Fee	82,750	78,141	60,000	82,337	100,000
323051	Burning Permits	300	250	300	175	300
		\$ 83,050	\$ 78,391	\$ 60,300		\$ 100,300
Intergovernmental						
331107	SAFER Grant	78,120	58,590	-		-
336020	Offset for State Pymnt to FURS	344,000	326,751	348,123		374,682
338050	Countywide Ambulance Assessment	60,000	32,138	65,000	56,830	65,000
		\$ 482,120	\$ 417,479	\$ 413,123		\$ 439,682
Charges for Services						
342020	Rural Fire Service Assessment	230,000	225,709	230,000	227,000	227,000
342050	Ambulance Services	850,000	891,494	950,000	810,421	1,000,000
342055	RescueCare Ambulance Prog	31,000	29,651	31,000	8,383	30,000
		\$ 1,111,000	\$ 1,146,854	\$ 1,211,000		\$ 1,257,000
Miscellaneous Revenue						
362000	Miscellaneous Income	2,200	5,440	2,200	45,558	2,500
365000	Contributions	140,000	100,000	-	250	
		\$ 142,200	\$ 105,440	\$ 2,200		\$ 2,500
Other Financing Sources						
	Loan Proceeds	815,000		875,000		707,000
383004	General Fund Operating Transf	494,594	494,594	575,000	383,333	815,000
		\$ 494,594	\$ 494,594	\$ 1,450,000		\$ 1,522,000
	Total Fund Revenue	\$ 2,832,118	\$ 2,757,807	\$ 3,667,162		\$ 3,862,682
101000	Beginning Available Cash	\$ 471,138		\$ 525,018		415,000
102240	Restricted Amb. Replacment Bal.	-		-		
	Total Resources	\$ 4,118,256		\$ 4,192,180		\$ 4,277,682

Fire and Ambulance Fund - 2340

5/17/2014

Expenditures	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
420400 Fire and Rescue				
Personal Services				
110 Salaries	349,834	413,891	294,389	434,874
112 Permanent Part-time	1,686	1,744	1,254	1,813
120 Overtime	30,054	23,222	25,601	33,752
120 Scheduled Overtime	-	7,918		915
125 Stand-by Time	-	-		-
130 Vacation/Sick Accrual	-	-		-
140 Employer Contributions	139,710	160,493	114,851	171,834
146 State Contribution to FURS	114,081	125,324		135,950
147 Med Deduction Reimbursement	-	-	528	
190 Other Personal Services	8,870	10,000	16,304	20,000
	\$ 644,235	\$ 742,592		799,139
Materials and Services				
210 Office Supplies/Materials	738	1,000	606	1,000
220 Operating Supplies/Materials	37,428	61,000	21,278	39,000
230 Repair & Maintenance Supplies	23,599	36,000	25,295	42,000
310 Communication & Transportation	241	250	401	250
330 Publicity/Subscriptions/Dues	2,103	3,900	1,660	3,900
340 Utility Services	16,955	15,000	10,769	15,000
350 Professional Services	10,262	13,900	372	14,900
360 Repair and Maintenance	15,273	11,100	36,438	19,700
370 Travel & Training	1,912	4,500	3,920	6,000
380 Training Services	6,293	12,250	2,736	14,000
390 Other Purchased Services	6,887	6,900	5,591	6,600
510 Insurance	24,313	18,000	17,767	18,000
540 Special Assessments put in utilities			214	
880 Administrative Services	13,905	12,000	10,601	15,019
	\$ 159,908	\$ 195,800		195,369
610 Debt Service				\$ 75,000
Capital Outlay				
940 Equipment	42,905	830,000	21,875	1,017,000
	\$ 42,905	\$ 830,000		1,017,000
Total Fire	\$ 847,048	\$ 1,768,392		2,086,508

Fire and Ambulance Fund - 2340

5/17/2014

Expenditures	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
420730 Ambulance				
Personal Services				
110 Salaries	652,162	738,830	529,737	778,106
112 Part-Time Wages	-	-	-	-
120 Overtime	67,461	54,184	59,094	78,086
120 Scheduled Overtime	-	18,475	-	2,135
125 Stand-by Time	-	-	-	-
130 Vacation/Sick Accrual	-	-	-	-
140 Employer Contributions	258,838	291,213	212,251	319,175
146 State Contribution to FURS	212,670	222,799	-	241,689
190 Other Personal Services	25,316	20,000	23,963	30,000
	\$ 1,216,447	\$ 1,345,501		1,449,192
Materials and Services				
210 Office Supplies/Materials	1,173	2,000	1,335	2,000
220 Operating Supplies/Materials	36,003	40,000	29,632	44,500
230 Repair & Maintenance Supplies	23,368	36,000	21,005	40,000
310 Communication & Transportation	1,325	3,100	979	2,500
330 Publicity/Subscriptions/Dues	3,509	2,000	2,020	2,500
340 Utility Services	30,528	35,500	18,910	35,500
350 Professional Services	18,562	20,900	4,273	29,400
360 Repair and Maintenance	31,065	12,000	34,490	14,000
370 Travel & Training	89	2,600	3,425	5,000
380 Training Services	5,755	7,070	6,111	8,000
390 Other Purchased Services	16,396	16,100	13,051	15,400
510 Insurance	36,201	24,000	23,561	24,000
540 Special Assessments	-	-	517	-
880 Administrative Expense	25,344	22,000	5,227	27,719
	\$ 229,318	\$ 223,270		250,519
610 Debt Service		\$ 17,000		\$ 32,000
Accounts Payable Adjustments				
810 Bad Debt Expense	137,333	135,000	48,864	70,000
811 Medicare/Medicaid Adjustment	301,832	231,000	253,917	300,000
812 RescueCare Benefits	8,822	16,000	6,233	20,000
813 City Resident	4,228	4,800	11,962	15,000
	\$ 452,215	\$ 386,800		405,000
Capital Outlay				
940 Equipment		165,000	169,970	
		\$ 165,000		\$ -
Contingency		\$ -		
Total Ambulance	\$ 1,897,980	\$ 2,137,571		2,136,711
Total Expenditures	\$ 2,745,028	\$ 3,905,963		4,223,218
Ending Available Cash		\$ 286,216		54,464
Total Fund		\$ 4,192,180		4,277,682

Fire and Ambulance Fund - 2340

5/17/2014

Expenditures	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
Total Fire & Amb Fund				
Personal Services	1,860,682	2,088,093		2,248,331
Materials and Services	389,226	419,070		445,888
Debt Service	-	17,000		107,000
Capital Outlay	42,905	995,000		1,017,000
Account Payable Adjustment	452,215	386,800		405,000
	<u>2,745,028</u>	<u>3,905,963</u>		<u>4,223,218</u>
Personal Services				
110	1,001,996	1,152,721		1,212,980
112	1,686	1,744		1,813
120	97,515	96,796		114,889
140	398,548	451,706		491,009
146	326,751	348,123		377,640
190	34,186	30,000		50,000
Materials and Services				
210	1,911	3,000		3,000
220	73,431	101,000		83,500
230	46,967	72,000		82,000
310	1,566	3,350		2,750
330	5,612	5,900		6,400
340	47,483	50,500		50,500
350	28,824	34,800		44,300
360	46,338	23,100		33,700
370	2,001	7,100		11,000
380	12,048	19,320		22,000
390	23,283	23,000		22,000
510	60,513	42,000		42,000
880	39,249	34,000		42,738
Debt Service	-	17,000		107,000
Accounts Payable Adjustments				
810	137,333	135,000		70,000
811	301,832	231,000		300,000
812	8,822	16,000		20,000
813	4,228	4,800		15,000
Capital Outlay				
920	-	-		-
940	42,905	995,000		1,017,000
Contingency				
960	-	-		-
Total	<u>2,745,028</u>	<u>3,898,961</u>		<u>4,223,218</u>

Purpose

The Building Code Program Fund provides budget authority to administer the City's Building Code Program and also the contract for Building Code services for the City of Columbia Falls. Administration of the Building Codes Program is provided by the Planning and Building Department.

FY 2015 Objectives

The objective of the Building Code Program Fund for this fiscal year is to promote dependable and safe buildings and structures through the implementation and enforcement of the International Building Code, International Plumbing Code, International Mechanical Code, and National Electric Code within the City of Whitefish.

The City had to lay off one building inspector in FY09 and one in FY10 because of greatly reduced building permit activity and revenues. In addition, the City had to lay off a Permit Tech in FY10. The City General Fund lent a total of \$460,978 to the Building Code program in FY09, FY10, and FY11 until such time as building activity and building permit revenues rebound. In FY13 and FY14, this loan is beginning to be repaid to the General Fund.

The FY 2013 budget added a new Building Inspector/Code Enforcement officer—60% paid from the Building Fund and 40% from the planning division of the General Fund. The justification was an increased workload, increased building activity, including revenue generated by the new high school. The FY 2015 budget proposes a continuation of increased building activity.

Significant or changed appropriations during FY15 are:

Item/Project	Amount
Revenue Changes	
• Increased revenue from plan reviews and building permits	\$110,000
• Increased revenue from Columbia Falls inspection contract	\$10,000
Expenditure Changes	
• Two new pickup trucks – pass old trucks on to Parks and/or Fire Dept. and trade in two vehicles from Parks or Fire	\$50,000

Building Code Fund - 2394

Revenues		Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
Licenses and Permits					
323010	Building Plan Review	134,656	111,500	150,478	160,000
323011	Building Permits	141,109	122,500	149,420	160,000
323012	Electrical Permits	33,824	35,000	31,418	40,000
323013	Plumbing Permits	20,546	12,000	23,022	30,000
323017	Mechanical Permits	18,091	29,000	23,049	30,000
		\$ 348,226	\$ 310,000		\$ 420,000
Charges for Services					
342041	Col. Falls Building Codes Contract	32,175	30,000	42,514	40,000
		\$ 32,175	\$ 30,000		\$ 40,000
Miscellaneous Revenue					
362000	Miscellaneous Revenue	957	1,500	1,287	1,500
		\$ 957	\$ 1,500		\$ 1,500
Other Financing Sources					
383001	Interfund Loan from General Fund		-		
			\$ -		\$ -
Total Fund Revenue		\$ 381,358	\$ 341,500		\$ 461,500
Beginning Available Cash			\$ 7,823		\$ 14,559
Total Resources			\$ 349,323		\$ 476,059

Building Code Fund - 2394

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
420530 - Construction Inspection					
Personal Services					
110 Salaries	170,309	168,014	185,385	129,862	193,884
120 Overtime	-	156	205	111	201
140 Employer Contributions	78,151	75,507	83,620	57,984	84,648
	\$ 248,460	\$ 243,677	\$ 269,210		\$ 278,733
Materials and Services					
210 Office Supplies/Materials	2,000	1,801	2,000	687	2,000
220 Operating Supplies	2,000	1,073	3,000	1,085	3,000
230 Repair & Maintenance Supplies	6,000	5,295	6,000	7,465	6,000
310 Postage & Freight	350	210	350	40	350
320 Printing	-	-	-	11	100
330 Publicity/Subscriptions/Dues	1,300	1,718	1,800	8,481	1,800
340 Utility Services	5,300	5,459	5,300	4,226	5,500
350 Professional Services	2,900	408	2,900		2,900
360 Repair and Maintenance	2,100	2,164	2,100	3,676	3,500
370 Travel & Training	4,000	1,189	4,000	506	4,000
397 Contracted Workers	-	4,976	-	164	-
510 Insurance	5,703	5,785	5,100	10,172	5,100
540 Special Assessments	-	-	-	104	100
880 Administrative Expense	6,000	6,297	6,000	379	6,863
	\$ 37,653	\$ 36,374	\$ 38,550		\$ 41,213
Capital Outlay					
940 Machinery & Equipment	-	-	-		50,000
	\$ -	\$ -	\$ -		\$ 50,000
Total Construction Inspection	\$ 286,113	\$ 280,051	\$ 307,760		\$ 369,946
510700 - Columbia Falls Building Codes					
Personal Services					
110 Salaries	23,137	22,405	16,855	11,803	17,470
140 Employer Contributions	11,545	11,040	8,209	5,760	8,328
	\$ 34,682	\$ 33,445	\$ 25,064		\$ 25,798
Materials and Services					
220 Operating Supplies/Materials	400		400		400
230 Repair & Maintenance Supplies	1,900	3,261	1,900	2,617	3,000
510 Insurance	1,065	1,064	725	726	725
	\$ 3,365	\$ 4,325	\$ 3,025		\$ 4,125
Total Columbia Falls Contract	\$ 38,047	\$ 37,770	\$ 28,089		\$ 29,923
Total Fund Expenditures	\$ 324,160	\$ 317,822	\$ 335,849		\$ 399,869
Ending Available Cash	\$ 15,301		\$ 13,474		\$ 76,190
Total Building Code Fund	\$ 339,461		\$ 349,323		\$ 476,059

Purpose

The purpose of the Parks, Recreation and Community Services Fund is to provide the budgetary authority necessary to maintain the parks, trails and property owned by the City, operate community facilities, provide recreational programs, and provide other beautification and community services as needed.

FY 2015 Objectives

The objectives of the Parks, Recreation and Community Services Fund for this fiscal year are to

- (1) maintain and, where appropriate, operate various City facilities. These include the Stumptown Ice Den, Mountain Trails Park, Roy Duff Memorial Armory Center, Armory Park, Credit Union Park, City Hall building and grounds, City Beach, Soroptimist Park, Baker Park, Riverside Park, Creekwood Park, Grouse Mountain Park, Memorial Ball Park perimeter, Jack Zerr Fields, Canoe Park, Kay Beller Park, Crestwood Park, Riverwood Park, the Baker/Wisconsin Street Viaduct, S. Baker Avenue right-of-way, W. Edgewood Place right-of-way, property at 2nd and Spokane Avenue, Greenwood Drive property, Central Avenue Medium, and the grounds of the Whitefish Cultural Arts Center, Whitefish Library, and City Wastewater Plant. The Department also maintains the various sections of the Fish Trails" Bicycle and Pedestrian Trails System
- (2) provide a series of recreation programs and special events
- (3) provide maintenance for boulevard trees and pre-planting administration
- (4) maintain the Hwy. 93 right-of-way landscape, and provide weed spraying services on City property and right-of-ways as needed
- (5) provide other general beautification and community services as needed

Significant or changed appropriations during FY15 are:

Item/Project	Amount
Revenue Changes	
• BNSF donation for river park landing	\$25,000
• Increased transfer from General Fund property taxes	\$35,000
Expenditure Changes	
• Capital Outlay - Whitefish River park landing	\$25,000
• Capital Outlay – Field Striper	\$3,500
• Reduced capital outlay in order to balance budget	<\$116,500>

Parks and Recreation Fund Revenue - 2210

5/17/2014

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Licenses and Permits					
322015 Alcohol Consumption Permit	500	310	500	270	500
	\$ 500	\$ 310	\$ 500		\$ 500
Intergovernmental					
334000 Grants	22,000	5,162	30,750	3,450	7,000
334001 WF Trail O&M Grants					15,500
334002 FWP Fishing Lease - WF Trail					3,500
	\$ 22,000	\$ 5,162	\$ 30,750	\$ 3,450	\$ 10,500
Charges for Services					
346006 Adventure Programs					-
346014 Beach Concessions	18,500	16,119	18,500	14,009	17,000
346015 Beach Gazebo Rental	2,150	2,015	2,150	1,320	1,750
346016 Boat Launch Passes	7,500	6,455	7,000	4,340	7,000
346017 Beach Floatation Rentals	3,000	2,560	4,000	14,905	17,000
346030 Hockey Tournaments	37,500	41,605	40,000	26,815	56,000
346033 Ice Rink Admissions	55,000	43,044	50,000	52,336	45,000
346035 Ice Rink Advertising	12,500	10,950	22,200	10,150	16,000
346037 Ice Rink Concessions	35,000	22,120	30,000	29,353	27,000
346039 Ice Rink Pro Shop	27,000	22,189	27,000	19,948	22,000
346041 Ice Rink Rentals	129,000	128,770	148,950	145,966	142,415
346043 Ice Rink Season Passes	35,000	27,637	32,000	21,849	20,000
346044 Ice - Adult Hockey Fees	-	-	-		15,300
346045 Ice Skating Lessons	19,000	11,289	17,000	58	-
346007 After School Program	70,680	49,476	82,950	42,916	101,010
346022 Summer Day Camp	109,325	71,688	86,505	23,696	91,528
346085 Adult Programs	24,635	9,622	13,900	8,674	19,900
346086 Youth Programs	44,920	21,691	35,990	9,744	35,550
346087 Adult Softball	-	-	-		7,200
346057 Special Events	7,000	1,465	7,000		3,500
346054 Saddle Club Rental	2,500	1,225	2,500	(95)	-
346009 Armory Rental	7,000	11,693	8,000	4,728	10,500
346402 Facility Usage Revenue	1,900	5,535	2,400	3,195	2,400
	\$ 649,110	\$ 507,148	\$ 638,045		\$ 658,053
Miscellaneous Revenue					
362000 Miscellaneous Revenue	3,000	20,362	5,000	219	4,000
362006 Verizon Cell Tower Lease					15,000
362007 Program Guide Revenue	20,000	9,120	10,000	850	6,000
363010 Greenwys & Prkln Assessmnt	180,000	187,621	185,500	128,910	185,000
363040 P&I Special Assessmnts	1,000	1,286	1,000	583	1,000
365000 Contributions & Donations	2,000	1,200	71,000	55,000	26,000
365001 WF Trail Operating Revenue		12,703	43,049		35,696
	\$ 206,000	\$ 219,589	\$ 315,549		\$ 272,696
Other Financing Sources					
383004 Op. Transfer from Gen. Fund	472,000	536,106	603,000	402,000	638,000
381070 Loan Proceeds	140,000	69,599	70,212	70,212	
	\$ 612,000	\$ 605,705	\$ 673,212		\$ 638,000
Total Fund Revenue	\$ 1,489,610	\$ 1,337,914	\$ 1,658,056		\$ 1,579,749
101000 Beginning Available Cash	\$ 640		\$ (90,162)		\$ 1,000
Total Resources	\$ 1,490,250		\$ 1,567,894		\$ 1,580,749

Parks & Recreation Fund - 2210

5/17/2014

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
430255 Bicycle Path Maint. Program					
Personal Services					
110 Salaries	10,735	7,231	11,135	4,990	11,435
111 Part-time/Seasonal Wages	2,925	3,174	4,200	3,529	5,400
120 Overtime	-	-	-	-	40
140 Employer Contributions	5,600	3,308	6,135	2,300	6,194
	\$ 19,260	\$ 13,713	\$ 21,470		\$ 23,069
Materials and Services					
220 Operating Supplies	3,000	3,158	3,500	24	4,500
230 Repair & Maintenance Supplies	9,000	3,538	5,000	6,331	5,500
330 Publicity/Subscriptions/Dues	100	138	100	1	100
350 Professional Services		6,064			
360 Repair & Maintenance Services	1,500		5,000	2,747	18,000
510 Insurance	500	483	500	459	500
530 Rent	2,575	2,732	2,575		2,575
	\$ 16,675	\$ 16,113	\$ 16,675		\$ 31,175
Capital Outlay					
940 Machinery & Equipment	-	-	-	-	-
	\$ -	\$ -	\$ -		\$ -
Total Bicycle Path Maint.	\$ 35,935	\$ 29,826	\$ 38,145		\$ 54,244
430256 Whitefish Trail Maintenance					
Personal Services					
110 Salaries			3,560		3,262
111 Part-time/Seasonal Wages		4,000	4,880	284	2,700
120 Overtime	-	-	-	-	20
140 Employer Contributions		1,167	2,400	1,104	1,714
	\$ -	\$ 5,167	\$ 10,840		\$ 7,696
Materials and Services					
220 Operating Supplies			5,149	810	8,000
230 Repair & Maintenance Supplies			4,360		
330 Publicity/Subscriptions/Dues			-	135	-
360 Repair & Maintenance Services			5,800	2,766	22,000
370 Travel & Training			-		-
510 Insurance			2,000		2,000
530 Rent			14,900	14,055	15,000
	\$ -	\$ -	\$ 32,209		\$ 47,000
Total Whitefish Trail Maint.	\$ -	\$ 5,167	\$ 43,049		\$ 54,696

Parks & Recreation Fund - 2210

5/17/2014

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
460400 Parks & Rec Administration					
Personal Services					
110 Salaries	105,403	112,369	106,955	83,255	125,038
111 Seasonal		2,063	1,800		-
112 Permanent Part-Time	1,677	1,686	1,682	1,254	
120 Overtime	-		-	20	58
140 Employer Contributions	46,514	36,197	46,953	27,971	47,192
	\$ 153,594	\$ 152,315	\$ 157,390		\$ 172,288
Materials and Services					
210 Office Supplies/Materials	2,250	3,627	2,250	2,011	3,000
220 Operating Supplies	2,750	2,269	2,750	4,065	2,750
230 Repair & Maintenance Supplies	250	2,212	1,000	583	1,000
310 Postage & Freight	1,200	2,685	1,200	118	1,200
320 Printing	300		300		300
330 Publicity/Subscriptions/Dues	1,200	2,591	2,000	1,337	2,000
340 Utility Services	3,750	2,928	3,750	2,818	3,300
350 Professional Services	1,000	384	1,000		1,000
360 Repair & Maintenance Services	750	2,460	1,500	1,409	1,000
370 Travel & Training	1,000	1,786	1,000	1,682	1,000
390 Other Purchased Services	15,000	8,183	8,000	2,448	5,000
397 Contract Services	1,000	769	1,000	164	1,000
510 Insurance	4,550	5,273	3,500	3,343	3,500
790 Grant of Verizon Lease to Twins					15,000
880 Administrative Expense	10,000	10,565	10,000	8,261	18,099
	\$ 45,000	\$ 45,731	\$ 39,250		\$ 59,149
Total Parks and Rec Admin	\$ 198,594	\$ 198,046	\$ 196,640		\$ 231,437
460434 City Parks & Properties					
Personal Services					
110 Salaries	120,327	120,541	125,195	84,170	78,914
111 Part-time/Seasonal Wages	26,160	30,922	55,660	33,052	72,900
120 Overtime	1,000	246	1,000	379	540
130 Vacation/Sick Accrual					
140 Employer Contributions	62,757	56,392	72,812	43,512	49,456
	\$ 210,244	\$ 208,101	\$ 254,667		\$ 201,810
Materials and Services					
210 Office Supplies/Materials	500	370	500	748	700
220 Operating Supplies	12,000	14,877	12,000	13,215	17,500
230 Repair & Maintenance Supplies	35,100	35,645	41,505	27,580	47,000
320 Printing				70	100
310 Postage & Freight	150	806	300	20	300
330 Publicity/Subscriptions/Dues	350	1,299	350	207	350
340 Utility Services	36,000	38,854	40,000	36,434	47,000
350 Professional Services	500	150	500		500
360 Repair & Maintenance Services	15,000	21,452	15,000	3,322	15,000
370 Travel & Training	1,500	1,418	6,000	2,961	6,000
390 Other Purchased Services	5,000	5,970	6,000	14,186	6,000
510 Insurance	11,340	15,090	12,000	8,794	12,000
530 Rent/Lease Expense	2,475	1,673	2,600	1,723	2,600
540 Special Assessments				1,005	1,000
	\$ 120,065	\$ 137,604	\$ 136,755	\$ 110,266	\$ 156,050
Capital Outlay					
931 Park Improvements	-		25,000		25,000
940 Machinery & Equipment	27,500	33,356	40,000		
	\$ 27,500	\$ 33,356	\$ 65,000		\$ 25,000
Total City Parks & Properties	\$ 357,809	\$ 379,061	\$ 456,422		\$ 382,860

Parks & Recreation Fund - 2210

5/17/2014

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
460437 Urban Forestry Program					
Personal Services					
110 Salaries					11,120
111 Part-time/Seasonal Wages	2,400	3,717	10,920	2,852	10,800
120 Overtime					80
140 Employer Contributions	525	539	2,295	385	6,902
	\$ 2,925	\$ 4,256	\$ 13,215		\$ 28,902
Materials and Services					
220 Operating Supplies	5,250	3,492	8,000	135	8,000
230 Repair & Maintenance Supplies	2,000	1,119	2,000	279	1,500
340 Utility Services	1,000		1,000		1,000
350 Professional Services	500	11,040	500		500
360 Repair & Maintenance Services	3,250	2,241	10,000	7,806	10,000
390 Other Purchased Services	500	217	500		10,500
397 Contract Services	16,000	2,740			
510 Insurance	40	40	110	109	110
	\$ 28,540	\$ 20,889	\$ 22,110		\$ 31,610
Total Urban Forestry	\$ 31,465	\$ 25,145	\$ 35,325		\$ 60,512
460505 After School Program					
Personal Services					
110 Salaries	12,074	3,583	21,316	2,624	12,773
111 Part-time/Seasonal Wages	17,258	24,396	20,142	15,468	21,600
120 Overtime					160
140 Employer Contributions	8,650	5,490	19,055	3,907	11,445
	\$ 37,982	\$ 33,469	\$ 60,513		\$ 45,978
Materials and Services					
220 Operating Supplies	7,605	4,788	6,988	2,201	11,933
310 Communication & Transportation	323		2,946		
330 Publicity/Subscriptions/Dues	538		538		108
340 Utility Services		445			
360 Repair and Maintenance Services	323		108		
370 Travel & Training					4,429
397 Contract Services	18,640	2,746	7,869	1,130	2,709
510 Insurance	717	717	810	810	810
	\$ 28,684	\$ 8,696	\$ 19,259		\$ 19,989
Total After School Program	\$ 66,666	\$ 42,165	\$ 79,772		\$ 65,967

Parks & Recreation Fund - 2210

5/17/2014

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
460507 Armory Facility					
Personal Services					
110 Salaries	7,798	7,816	-	5,724	10,281
111 Part-time/Seasonal Wages	-	-	-	-	-
120 Overtime	-	-	-	-	-
140 Employer Contributions	5,454	4,873	-	4,043	4,665
	\$ 13,252	\$ 12,689	\$ -		\$ 14,946
Materials and Services					
210 Office Materials and Supplies	150	-	150	-	150
220 Operating Supplies	2,200	1,861	2,200	3,096	2,200
230 Repair & Maintenance Supplies	1,500	3,142	2,000	933	4,000
330 Publicity/Subscriptions/Dues	150	-	150	-	150
340 Utility Services	11,000	12,703	12,000	10,788	12,000
360 Repair & Maintenance Services	3,000	950	3,000	1,044	10,000
370 Travel and Training	500	-	500	-	-
510 Insurance	1,370	1,368	1,200	1,158	1,200
540 Special Assessments	280	479	500	479	500
	\$ 20,150	\$ 20,502	\$ 21,700		\$ 30,200
Capital Outlay					
920 Buildings	-	-	-	-	-
	\$ -		\$ -		\$ -
Total Armory Facility	\$ 33,402	\$ 33,191	\$ 21,700		\$ 45,146
460514 City Beach					
Personal Services					
110 Salaries and Wages	10,093	10,136	10,504	7,405	32,720
113 P.T./Seasonal Lifeguard Wages	19,000	18,666	19,000	14,513	17,700
114 P.T./Seasonal Concession Wages	12,000	10,811	12,000	8,311	12,000
120 Overtime	-	261	-	56	220
140 Employer Contributions	8,992	9,081	9,359	6,888	20,441
	\$ 50,085	\$ 48,955	\$ 50,863		\$ 83,081
Materials and Services					
210 Office Materials and Supplies	250	114	250	117	250
220 Operating Supplies	5,100	7,738	5,300	1,799	5,000
223 Concessions	10,900	9,478	10,900	13,901	9,000
230 Repair & Maintenance Supplies	4,100	7,363	5,000	1,065	5,000
310 Postage & Freight	50	-	50	-	50
320 Printing, Duplicating, Typing	150	315	150	135	150
330 Publicity, Subscriptions & Dues	350	85	350	330	350
340 Utility Services	6,580	7,007	6,580	7,986	9,000
350 Professional Services	500	-	500	710	500
360 Repair & Maintenance Services	8,500	9,730	10,500	8,140	25,000
370 Travel and Training	550	-	550	-	550
390 Other Purchased Services	500	1,069	500	222	6,100
510 Insurance	1,790	1,789	1,400	1,395	1,400
	\$ 39,320	\$ 44,688	\$ 42,030		\$ 62,350
Total City Beach	\$ 89,405	\$ 93,643	\$ 92,893		\$ 145,431

Parks & Recreation Fund - 2210

5/17/2014

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
460533 Community Ice Rink Pavilion					
Personal Services					
110 Salaries and Wages	30,280	30,409	31,513	22,215	37,617
111 Temporary/Seasonal Wages	56,400	72,011	60,000	62,627	56,000
113 Part-time wages - LTS Instructors	6,200	3,818	6,200		
114 Part-time wages - Concessions	21,500	24,949	25,000	18,447	25,000
120 Overtime					600
140 Employer Contributions	31,875	31,245	31,777	25,299	31,156
	\$ 146,254	\$ 162,432	\$ 154,490		\$ 150,373
Materials and Services					
210 Office Materials and Supplies	900	616	1,100	706	800
220 Operating Supplies	24,000	18,845	24,000	16,214	20,000
223 Concessions	23,075	24,625	26,500	21,886	23,500
230 Repair & Maintenance Supplies	12,000	18,802	13,000	16,967	16,000
320 Printing, Duplicating, Typing	650	636	650		650
330 Publicity/Subscriptions/Dues	2,000	3,699	2,000	1,992	2,000
340 Utility Services	80,000	78,289	80,000	88,543	80,000
350 Professional Services	250		250	500	1,500
360 Repair & Maintenance Services	15,000	16,683	15,000	25,031	16,000
370 Travel and Training	2,500	358	2,500	340	2,500
390 Other Purchased Services	6,800	9,020	6,000	10,505	6,000
510 Insurance	8,475	8,475	6,600	6,577	6,600
	\$ 175,650	\$ 180,048	\$ 177,600		\$ 175,550
610 Loan Princpal				22,335	31,212
620 Loan Interest	15,000	7,202	30,000	999	1,027
610 Debt Service	\$ 15,000	\$ 7,202	\$ 30,000	\$ 23,334	\$ 32,239
Capital Outlay					
920 Building Improvements	10,000	67,308	65,000	57,934	
940 Machinery & Equipment	140,000	80,269	15,000	16,630	
	\$ 150,000	\$ 147,577	\$ 80,000		\$ -
Total Ice Rink Pavilion	\$ 486,904	\$ 497,259	\$ 442,090		\$ 358,162

Parks & Recreation Fund - 2210

5/17/2014

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
460554 Saddle Club Rental					
Materials and Services					
220 Operating Supplies	250	225	250		250
230 Repair & Maintenance Supplies	200	199	700		700
340 Utility Services	3,500	3,216	4,250	2,243	4,250
510 Insurance	50		100		100
540 Special Assessments	100		100		100
Total Saddle Club Rental	\$ 4,100	\$ 3,640	\$ 5,400		\$ 5,400
460557 Special Events					
Materials and Services					
220 Operating Supplies	500		500		500
397 Contract Services	6,500		6,500		3,000
Total Special Events	\$ 7,000	\$ -	\$ 7,000		\$ 3,500
460590 Adult Programs					
Personal Services					
110 Salaries and Wages	3,574	3,583	677	2,624	7,501
111 Temporary/Seasonal Wages	6,443	6,496	4,300	4,875	2,700
120 Overtime					20
140 Employer Contributions	3,300	3,069	1,335	2,670	4,921
	\$ 13,317	\$ 13,148	\$ 6,312		\$ 15,142
Materials and Services					
220 Operating Supplies	4,842	2,418	3,872	4,595	1,424
310 Communication & Transportation	277		90		84
320 Printing	215		161		150
330 Publicity/Subscriptions/Dues	985		823		200
397 Contract Services	2,223	1,265	2,223	1,518	
	\$ 8,542	\$ 3,683	\$ 7,169		\$ 1,858
Total Adult Programs	\$ 21,859	\$ 16,831	\$ 13,481		\$ 17,000

Parks & Recreation Fund - 2210

5/17/2014

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
460591 Youth Programs					
Personal Services					
110 Salaries and Wages	8,772	8,794	3,722	6,440	6,555
111 Temporary/Seasonal Wages	7,204	7,962	9,010	5,006	8,100
120 Overtime					60
140 Employer Contributions	6,136	6,575	4,413	5,313	5,366
	\$ 22,112	\$ 23,331	\$ 17,145		\$ 20,081
Materials and Services					
220 Operating Supplies	7,319	6,472	8,163	1,620	9,000
310 Communication & Transportation					198
330 Publicity/Subscriptions/Dues					710
397 Contract Services	12,900	8,786	10,204	1,611	9,127
510 Insurance	520	518	520	488	520
	\$ 20,739	\$ 15,776	\$ 18,887		\$ 19,555
Total Youth Programs	\$ 42,851	\$ 39,107	\$ 36,032		\$ 39,636
460592 Summer Camp					
Personal Services					
110 Salaries and Wages	8,772	8,794	8,120	6,440	14,531
111 Temporary/Seasonal Wages	40,694	33,383	35,357	25,033	32,400
120 Overtime					240
140 Employer Contributions	13,396	10,236	12,768	8,110	14,320
	\$ 62,862	\$ 52,413	\$ 56,245		\$ 61,491
Materials and Services					
220 Operating Supplies	5,006	5,163	4,408	1,786	3,081
310 Communication & Transportation	430		688		430
320 Printing	1,075	658			
330 Publicity/Subscriptions/Dues	538	36	538		538
340 Utility Services		213		216	
360 Repair and Maintenance Services	323		323		323
370 Travel and Training					258
397 Contract Services	27,632	22,844	25,650	12,749	22,564
510 Insurance	2,320	2,320	1,600	1,597	1,600
	\$ 37,324	\$ 31,234	\$ 33,207		\$ 28,794
Total Summer Camp	\$ 100,186	\$ 83,647	\$ 89,452		\$ 90,285
460593 Adult Softball					
Personal Services					
110 Salaries and Wages					2,751
111 Temporary/Seasonal Wages					2,700
120 Overtime					20
140 Employer Contributions					1,762
	\$ -	\$ -	\$ -		\$ 7,233
Materials and Services					
220 Operating Supplies					2,338
310 Communication & Transportation					
320 Printing					
330 Publicity/Subscriptions/Dues					566
397 Contract Services					2,068
	\$ -	\$ -	\$ -		\$ 4,972
Total Adult Softball	\$ -	\$ -	\$ -		\$ 12,205
870 Operating Contingency	\$ 10,000		\$ 10,000		\$ 10,000
Total Expenditures	\$ 1,486,176	\$ 1,446,727	\$ 1,567,401		\$ 1,576,481
Ending Available Cash	\$ 4,074		\$ 493		\$ 4,268
Total Parks & Recreation Fund	\$ 1,490,250		\$ 1,567,894		\$ 1,580,749

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Parks & Recreation Fund - 2210

5/17/2014

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Total Parks and Rec Fund					
Personal Services	731,887	729,988	803,150		832,090
Materials and Services	551,789	528,604	579,251		677,152
Debt Service	15,000	7,202	30,000		32,239
Capital Outlay	177,500	180,933	145,000		25,000
	\$ 1,486,176	\$ 1,446,727	\$ 1,567,401		\$ 1,576,481
Personal Services					
110	317,828	313,256	322,697		354,498
111	157,084	184,407	195,349		215,300
112	1,677	1,686	1,682		-
113					17,700
114	58,700	58,244	62,200		37,000
120	1,000	507	1,000		2,058
140	193,198	168,172	209,302		205,534
Materials and Services					
210	4,050	4,727	4,250		4,900
220	79,822	71,306	87,080		96,476
223	33,975	34,103	37,400		32,500
230	64,150	72,020	74,565		80,700
310	2,430	3,491	5,274		2,262
320	3,078	1,609	1,261		1,350
330	6,211	7,848	6,849		7,072
340	141,830	143,655	147,580		156,550
350	2,750	17,638	2,750		4,000
360	47,646	53,516	66,231		117,323
370	6,050	3,562	10,550		14,737
390	27,800	24,458	21,000		33,600
397	84,895	39,150	53,446		40,468
510	31,672	36,072	30,340		30,340
530	5,050	4,405	20,075		20,175
540	380	479	600		1,600
790					15,000
880	10,000	10,565	10,000		18,099
Contingency					
	10,000	-	10,000		10,000
Debt Service					
	15,000	7,202	30,000		32,239
Capital Outlay					
930	10,000	67,308	90,000		25,000
940	167,500	113,625	55,000		-

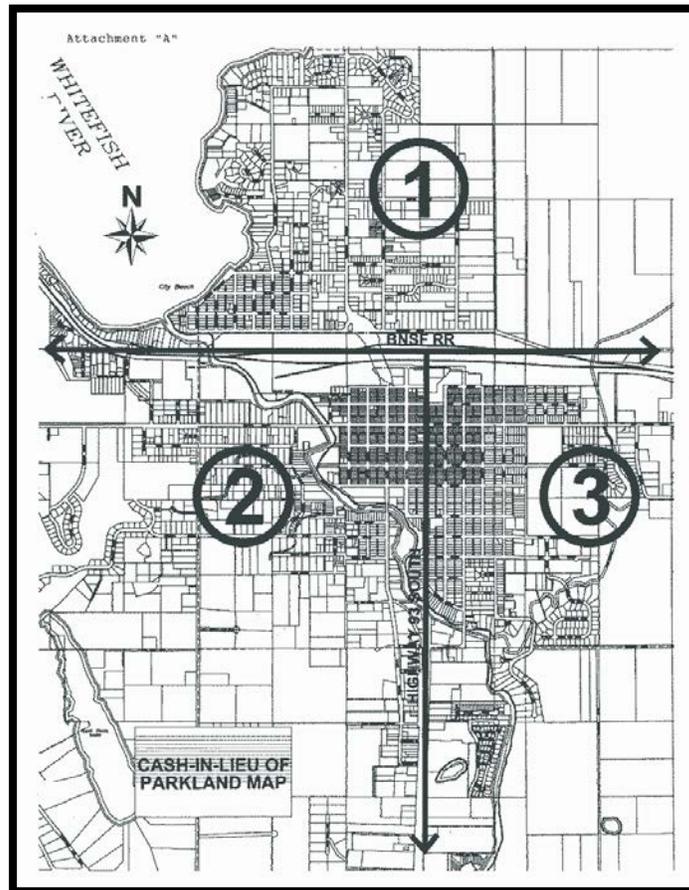
Purpose

The Parkland Acquisition and Development Fund is a capital fund designed to accommodate the purchase of parkland and enable park improvement projects funded through contributions, grants, and payments made in lieu of park land dedication requirements.

Authority for the Parkland Acquisition and Development Fund derives in the Montana Subdivision and Platting Act, specifically Section 76-3-621 (5) MCA. In order to comply with the proximity requirements of the law, the City has designated three quadrants in the City where the funds are spent—Resolution 07-10.

FY 2015 Objectives

The objective of this fund is to track and spend monies for the purchase of parkland and park improvements. The City is using this fund to aggregate some of the various revenue sources, especially the state’s CTEP grant fund in order to build a trail as part of the East 2nd Street project and the Skye Park pedestrian bridge over the Whitefish River.



Parkland Acquisition & Development - 2990

5/11/2014

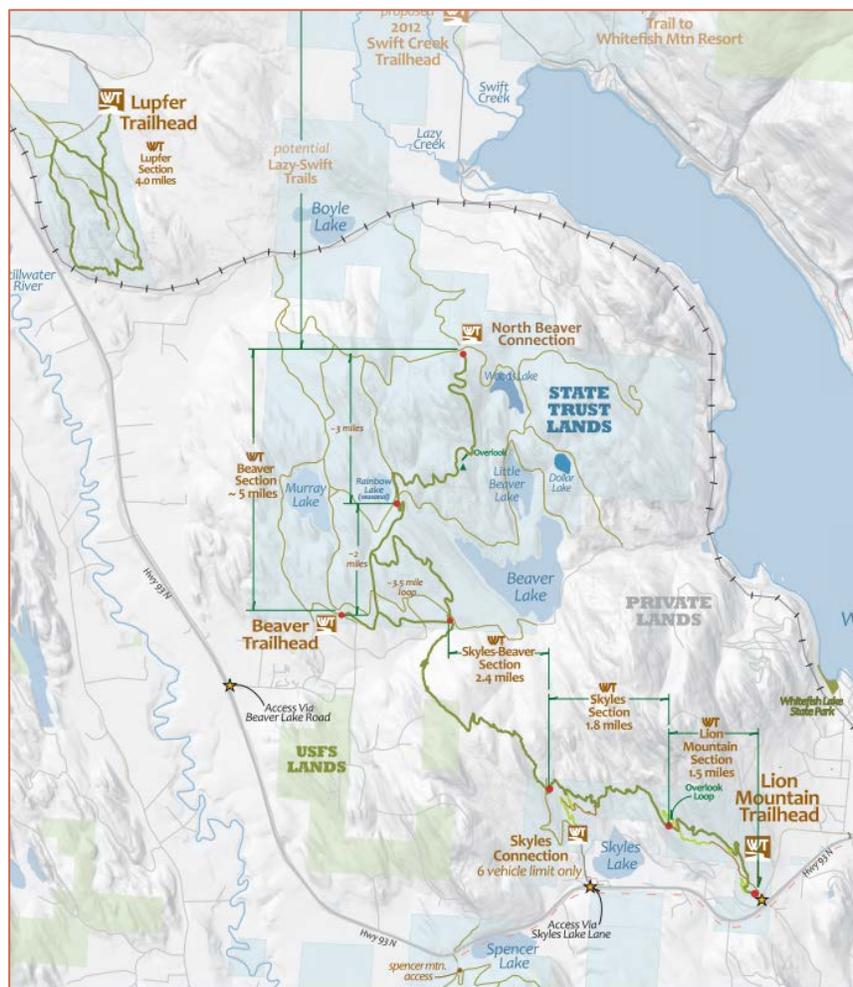
Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Licenses & Permits						
323050	Other Misc Permits					
Intergovernmental						
331050	CTEP Project Grant	256,000		256,000		271,300
331051	Federal Earmark Grant for Trails - Baucus					210,700
		\$ 256,000	\$ -	\$ 256,000	\$ -	\$ 482,000
Investment Earnings						
371010	Investment Earnings	900	315	900	1,397	900
		\$ 900	\$ 315	\$ 900		\$ 900
Other Financing Sources						
381061	Proceeds From Cash In-lieu / Dist W	-		-		1,000
381062	Proceeds From Cash In-lieu / Dist N	-		-		1,000
383002	Transfer from Resort Tax	39,800		39,800	19,900	39,800
383003	Transfer from Tax Increment					360,000
		\$ 39,800		\$ 39,800		\$ 401,800
	Total Fund Revenue	\$ 296,700	\$ 315	\$ 296,700		\$ 884,700
101000	Operating Cash	\$ 92,383		\$ 86,837		\$ 95,838
	Cash - District West	\$ 2,323		\$ 2,330		\$ 2,360
	Cash - District North	\$ 19,926		\$ 19,981		\$ 20,245
	Total Resources	\$ 411,332		\$ 405,848		\$ 1,003,143
Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
460434	Materials and Services					
350	Professional Services	6,000		6,000		-
360	Repair & Maintenance Services	16,483		16,483		-
		\$ 22,483		\$ 22,483		\$ -
Capital Outlay						
924	Buildings	70,000	5,799	70,000		70,000
931	Park Improvements					710,000
938	Trail Improvements	296,600		296,600		132,000
		\$ 366,600	\$ 5,799	\$ 366,600		\$ 912,000
	Total Expenditures	\$ 389,083	\$ 5,799	\$ 389,083		\$ 912,000
	Operating Cash	\$ (0)		\$ (5,546)		\$ 68,538
	Cash - District West	\$ 2,323		\$ 2,330		\$ 2,360
	Cash - District North	\$ 19,926		\$ 19,981		\$ 20,245
	Total Park Acquisition Fund	\$ 411,332		\$ 405,848		\$ 1,003,143

Purpose

The purpose of the Whitefish Trail Construction Fund is to provide budget authority to support efforts to design and construct new portions of Whitefish Trail network. Funds provided to the effort are primarily through private contributions. Local resident Michael Goguen contributed a \$3,000,000 donation in 2008 as part of a three way land trade and trail development project. In FY 2012, \$1,750,000 was transferred to Whitefish Community Foundation, and \$316,351 was transferred to Whitefish Legacy Partners. Maintenance for existing portions of the trail is expensed in the Parks & Rec Fund.

FY 2015 Objectives

The objective of the Whitefish Trail Construction Fund for this fiscal year is to use private donations for acquisition of easements and trail construction work. Work began on the trail in the spring, 2009. It is anticipated that Mr. Goguen's contribution will provide leverage for other grants and donations.



Whitefish Trail Construction - 4540

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Intergovernmental						
334000	Grants			100,000		74,500
				\$ 100,000		\$ 74,500
Miscellaneous Revenue						
346005	Donations and Sponsors					175,500
				\$ -		\$ -
Investment Earnings						
371010	Investment Earnings			1,500		
				\$ 1,500		\$ -
Total Fund Revenue				\$ 101,500		\$ 250,000
101000	Beginning Available Cash			\$ 82,560		\$ -
Total Resources				\$ 184,060		\$ 250,000
Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
430255	Capital Outlay					
938	Trail Construction			172,000		250,000
				\$ 172,000		\$ 250,000
Operating Contingency						
870	Operating Contingency			11,500		-
				\$ 11,500		\$ -
Total Expenditures				\$ 183,500		\$ 250,000
Ending Available Cash				\$ 560		\$ -
Total WF Construction Fund				\$ 184,060		\$ 250,000

Purpose

The resort tax is authorized by Section 7-6-1501 MCA and was originally approved by Whitefish voters on November 7, 1995 by a 56%-44% vote. The resort tax was approved for a 20 year term beginning January 1, 1996. At the November 2, 2004 City election, the voters approved an extension of the resort tax until January 31, 2025 by a margin of 2012 to 632. Whitefish's resort tax is a 2% tax on the retail sale of lodging, restaurant and prepared food, alcoholic beverages, ski resort goods and services, and defined luxury items. Whitefish voters allocated the use of the resort tax as follows:

- A. *Property tax reduction for taxpayers residing in the city in an amount equal to twenty five percent (25%) of the resort tax revenues derived during the preceding fiscal year;*
- B. *Provision for the repair and improvement of existing streets, storm sewers, all underground utilities, sidewalks, curbs and gutters, in an amount equal to sixty five percent (65%) of resort tax revenues derived during the preceding fiscal year;*
- C. *Bicycle paths and other park capital improvements in an amount equal to five percent (5%) of the resort tax revenues derived during the preceding fiscal year;*
- D. *Cost of administering the resort tax in an amount equal to five percent (5%) per year.*

FY 2015 Objectives

Specific projects appropriated during FY15 are shown below. Additional funds are appropriated in case of cost increases or if other projects are approved during the year.

Item/Project	Amount
Revenue Changes	
<ul style="list-style-type: none"> • Increased tax collection projections from FY14 budget 	\$145,000
Expenditures	
<ul style="list-style-type: none"> • E 2nd Street road reconstruction and trail 	\$1,913,266
<ul style="list-style-type: none"> • West 7th Street road reconstruction and trail design 	\$300,000
<ul style="list-style-type: none"> • Riverside Tennis Court Reconstruction 	\$210,000
<ul style="list-style-type: none"> • Contribution to WAG Dog Park Pond 	\$25,000
<ul style="list-style-type: none"> • Ped-Bike Master Plan Update 	\$40,000
<ul style="list-style-type: none"> • Construct trail by Pine Lodge to connect 13th St. to Rygg Trail (Riverfront) 	\$70,000
<ul style="list-style-type: none"> • Projected increase in Transfer for Property Tax Relief 	\$36,250
<ul style="list-style-type: none"> • CTEP Match for Design of 2nd Street Trail 	\$39,800

Resort Tax projects funded since 1996:

STREETS:

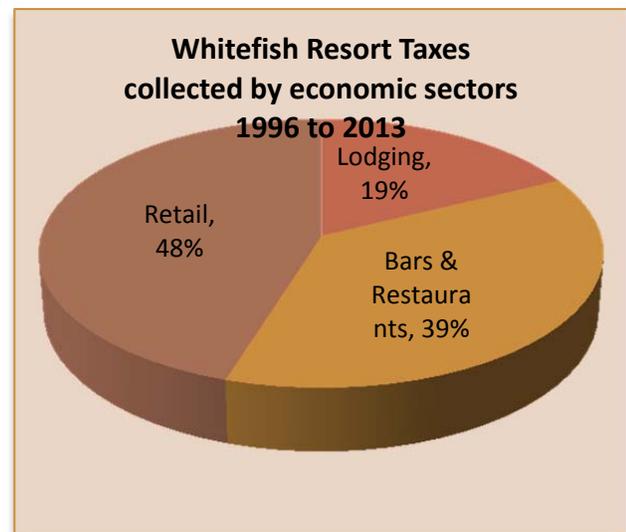
- Baker Avenue (2nd Street to River)
- Baker Avenue (River to 10th Street)
- Baker Avenue overlay (10th Street to 19th Street)
- 7th Street (Columbia Avenue to Pine Avenue)
- 7th Street (Pine Avenue to street terminus)
- 19th Street overlay (Baker Avenue to Hwy 93)
- Columbia Avenue (River to 7th Street)
- Columbia Avenue (2nd Street to 7th Street)
- Skyles Place (Wisconsin Avenue to Dakota Avenue)
- Lupfer Avenue (Entire length)
- Railway St. (Miles Avenue to O'Brien Avenue)
- Railway St. (Columbia Avenue to Somers Avenue)
- Somers Avenue (Railway Street to 2nd Street)
- Colorado Avenue (Edgewood Drive to Crestwood Court)
- Community-wide sidewalk replacement project - 84 blocks
- 6th St / Geddes-Baker Ave to 3rd Street-In progress
- Central Avenue-Railway to 3rd 6th and Geddes

Future Projects:

- East 2nd Street
- West 7th Street
- East Edgewood Place
- Karrow Avenue
- State Park Road

PARKS:

- Riverside Park Bike/Ped Path.
- Baker Street Park Bike/Ped Path.
- Grouse Mnt Park Tennis Court reconstruction.
- Riverside Park Tennis Court improvements.
- Kay Beller Park Construction.
- Memorial Park Basketball Court Resurfacing.
- Baker Park Bike/Ped Path.
- 2nd to Armory Trail
- East Edgewood Trail
- Rocksund/Monegan Trail
- Rocksund Footbridge
- Ice Den Signage
- Donation for New Baseball Stadium
- Parks and Recreation Master Plan
- Soroptimist Park Play Equipment



Future Projects:

Riverside Tennis Court Renovation
Update Ped-Bike Master Plan

Resort Tax Expenditures (Inception through June 2014):

Property tax relief
since 1996: \$ 6,561,127

Street improvements
since 1996: \$ 14,401,337

Park improvements
since 1996: \$ 784,815

Resort Tax Fund - 2100

5/18/2014

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
Taxes						
311010	Resort Taxes	1,720,000	1,966,426	1,930,000	1,697,049	2,075,000
		\$ 1,720,000	\$ 1,966,426	\$ 1,930,000		\$ 2,075,000
Investment Earnings						
371010	Investment Earnings	15,000	5,528	6,000	29,446	5,000
		\$ 15,000	\$ 5,528	\$ 6,000		\$ 5,000
	Total Revenue	\$ 1,735,000	\$ 1,971,954	\$ 1,936,000		\$ 2,080,000
101000	Beginning Cash-Rebate	\$ 598,007		\$ 693,432		\$ 648,362
	Beginning Cash-Streets	\$ 1,411,436		\$ 1,003,953		\$ 1,324,805
	Beginning Cash-Parks	\$ 413,538		\$ 456,169		\$ 311,834
	Total Resources	\$ 4,157,981		\$ 4,089,554		\$ 4,365,001

Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Materials and Services						
350	Professional Services		23,630		730	
Capital Outlay						
932	Street Improvements	2,000,000	1,606,074	2,000,000	1,151,375	2,548,020
931	Park Development	285,000	25,000	305,000	89,250	345,000
		\$ 2,285,000	\$ 1,631,074	\$ 2,305,000		\$ 2,893,020
521002	Other Financing Uses					
820	Property Tax Relief Transfer	598,007	598,007	693,432	693,432	711,248
826	Transfer to Park Development Fund	39,800		39,800	19,900	39,800
		\$ 637,807	\$ 598,007	\$ 733,232		\$ 751,048
	Total Expenditures	\$ 2,922,807	\$ 2,252,711	\$ 3,038,232		\$ 3,644,068
	Ending Cash - Rebate	\$ 456,479		\$ 509,362		\$ 484,362
	Ending Cash - Streets	\$ 598,697		\$ 328,758		\$ 200,129
	Ending Cash - Parks	\$ 179,999		\$ 213,203		\$ 36,442
	Total Resort Tax Fund	\$ 4,157,981		\$ 4,089,554		\$ 4,365,001

Purpose

Section 7-15-4282 MCA authorizes the use of Tax Increment Financing for Urban Renewal purposes. Resolution 87-3, establishing the Whitefish Urban Renewal Plan, was adopted by the City Council on May 4, 1987. Resolution 87-16, establishing the tax increment provisions of the Urban Renewal Plan, was subsequently adopted by the City Council on July 6, 1987. In accordance with Section 7-15-4292 of the Montana Code, tax increment districts must be terminated 15 years after their creation or at a later date necessary to pay all bonds and related interest for which the tax increment has been pledged. Due to the City's issuance of tax increment bonds in 2000 and 2001, termination of the district is now projected to be July 15, 2020.

FY 2015 Objectives

Significant or changed appropriations during FY15 are:

Item/Project	Amount
<ul style="list-style-type: none"> Hwy 93South or other Corridor Plan (350 Account – Prof Services) Misc. Professional Services (350 Account – Prof Services) 	\$50,000 \$50,000
<ul style="list-style-type: none"> Contributions (770 Account) – Mountain Mall façade renovation Contributions (770 Account) – Miscellaneous 	\$400,000 \$100,000
<ul style="list-style-type: none"> Grants (790 Account) – Final payment to High School Project 	\$750,000
<ul style="list-style-type: none"> Buildings (920 Account) – O’Shaughnessy Center –Depot Park Bathrooms Improvements (930 Account) – Depot Park Master Plan Phase 2 remainder (estimate) 	\$200,000 \$247,000
<ul style="list-style-type: none"> Transfer – Skye Bridge Park contribution Contingency 	\$360,000 \$500,000

Tax Increment District Fund - 2310

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Taxes					
311010 Real Property Taxes	4,084,596	4,095,155	4,302,988	3,022,094	4,515,234
311020 Personal Property Taxes	120,000	100,869	120,000	93,449	120,000
312000 Penalty and Interest	20,000	15,887	20,000	11,674	15,000
	\$ 4,224,596	\$ 4,211,911	\$ 4,442,988		\$ 4,650,234
Intergovernmental					
334121 CTEP			140,000		-
335210 Baucus Earmark for Trails-SAFETEA-	-		210,700		
335230 State Entitlement Share	148,194	171,325	148,194	85,662	148,194
	\$ 148,194	\$ 171,325	\$ 498,894		\$ 148,194
Miscellaneous Revenue					
362000 Miscellaneous Revenue	-	2,186	-	1,826	
363000 Special Assessments	21,000	25,143	20,000	20,298	20,000
363040 P & I Special Assessments		94		65	
383021 Transfer from Impact Fees		1,935			
	\$ 21,000	\$ 29,358	\$ 20,000		\$ 20,000
Total Revenue	\$ 4,393,790	\$ 4,412,594	\$ 4,961,882		\$ 4,818,428
101000 Beginning Available Cash	\$ 2,361,820		\$ 2,059,195		\$ 1,777,777
Total Resources	\$ 6,755,610		\$ 7,021,077		\$ 6,596,205

Tax Increment District Fund - 2310

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
470330					
Personal Services					
110 Salaries	138,286	141,314	162,578	112,316	169,334
112 Part-Time Wages	5,030	5,058	1,744	3,762	5,438
120 Overtime	3,613	1,506	1,993	1,042	1,908
140 Employer Contributions	48,606	46,789	54,535	36,876	55,445
	\$ 195,535	\$ 194,667	\$ 220,850		\$ 232,125
Materials and Services					
220 Operating Supplies	2,000	152	2,000	31	2,000
230 Repair and Maintenance Services		2,247		4,166	
350 Professional Services	100,000	202,724	100,000	67,100	100,000
360 Repair and Maintenance Services		31,533		1,710	
390 Other Purchased Services	30,000	18,516	30,000	436	25,000
510 Insurance	6,385	6,384	4,300	4,250	4,300
540 Special Assessments					
770 Contributions	150,000	20,729	130,000	20,320	500,000
790 Grants	1,000,000	1,000,000	800,000	792,094	750,000
880 Administrative Expense	5,500	4,662	5,500	3,972	5,228
	\$ 1,293,885	\$ 1,286,947	\$ 1,071,800		\$ 1,386,528
Intergovernmental Allocations					
591 School District Residential Rebate	590,000	639,246	650,000	611,345	650,000
	\$ 590,000	\$ 639,246	\$ 650,000		\$ 650,000
520000 Transfers					
820 Trans to ESC Construction	125,000	25,773	-		
820 Trans to Park Acq & Devel - Skye Bridge					360,000
820 Transfer to TIF Debt Service Fund	1,778,000	1,789,836	1,796,986	1,555,831	1,769,988
820 Trans to City Hall Const. Res. Fund	250,000	250,000	250,000		250,000
	\$ 2,153,000	\$ 2,065,610	\$ 2,046,986		\$ 2,379,988
470330 Capital Outlay					
910 Land	-		-		
920 Buildings	100,000		100,000	20,693	200,000
930 Urban Renewal Projects	1,948,737	441,150	1,422,000	94,486	247,000
	\$ 2,048,737	\$ 441,150	\$ 1,522,000		\$ 447,000
Contingency	50,000		\$ 300,000		500,000
Total Expenditures	\$ 6,331,157	\$ 4,627,619	\$ 5,811,636		\$ 5,595,641
Year end Available Cash	424,453		\$ 1,209,441		\$ 1,000,564
Total Fund	\$ 6,755,610		\$ 7,021,077		\$ 6,596,205

Purpose

The Tax Increment Debt Service Fund was established pursuant to resolutions related to the sale of the City's Series 2000, 2001 and 2004 Tax Increment Revenue Bonds. The resolutions specify that debt service requirements related to the bond issues be provided for through a special debt service fund. The resolutions also require the establishment of a bond reserve account, which has been provided for in this fund.

The City refinanced the Series 2000, 2001, and 2004 Bonds in order to lower its interest rates in July, 2009 as part of a new bond issue which provided funding of \$7,500,000 for the construction of the Emergency Services Center. The City received an A- and stable rating on the 2009 bond issue from Standard and Poor's. The true interest cost on the 2009 bonds is 4.23% compared to the 5.8% - 6.625% interest rate of the 2001 bonds, the 6% interest rate of the 2001 bonds, and the 5.1% interest rate of the 2004 bonds.

In April 2012, the city looked to see if a refinance of the construction portion of TIF bond would save money on interest costs through 2020. Due to call feature, the refinance didn't pencil out.

FY 2015 Objectives

Meet debt service on the 2009 TIF Revenue Bond.

Tax Increment Debt Service Debt - 3110

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Investment Earnings					
371010 Investment Earnings	12,000	8,548	10,000	40,846	\$ 10,000
Other Financing Sources					
383011 Transfer from TIF District Fund	1,778,000	1,789,836	1,796,986	1,555,831	1,769,988
Total Fund Revenue	\$ 1,790,000	\$ 1,798,384	\$ 1,806,986		\$ 1,779,988
Dbt Service Reserve					
101000 Dbt Reserve	\$ 1,537,231		\$ 1,555,831		\$ 1,555,831
	\$ 1,569,500		\$ 1,569,500		\$ 1,569,500
Total Resources	\$ 4,896,731		\$ 4,932,317		\$ 4,905,319
Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
490200 Debt Service					
552 Amortization of Bond Premium	22,524	24,777	24,800		24,800
610 Principal	1,265,000	1,265,000	1,305,000		1,350,000
620 Interest	524,000	523,799	478,824		428,988
630 Paying Agent Fees	1,000	300	1,000		1,000
	\$ 1,790,000	\$ 1,813,876	\$ 1,809,624		\$ 1,804,788
Total Requirements	\$ 1,790,000	\$ 1,813,876	\$ 1,784,824		\$ 1,779,988
Dbt Service Reserve					
	\$ 1,537,231		\$ 1,577,993		\$ 1,555,831
Dbt Reserve	\$ 1,569,500		\$ 1,569,500		\$ 1,569,500

Purpose

The City Council adopted Ordinance No. 07-25 authorizing the collection of impact fees on August 6, 2007. The ordinance required the segregation of impact fees from other funds, therefore, this fund provides that segregation for impact fee expenditures other than for enterprise funds such as Water and Wastewater. These areas are Paved Trails, Park Maintenance Building, the Emergency Services Center, City Hall, and Stormwater.

FY 2015 Objectives

The objective of the Impact Fee Fund for this fiscal year is to provide a segregated fund for appropriate impact fee project expenditures. The City has established an Impact Fee Advisory Committee to help monitor the impact fees and advise the City on appropriate expenditures. A five year review of the impact fee calculation took place in FY 2013.

Impact Fees - 2399

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Charges for Services						
341072	Impact Fee - Paved Trails	19,000	29,049	23,000	29,049	30,000
341073	Impact Fee - Park Maint Building	1,500	1,932	1,500	1,932	2,000
341074	Impact Fee - ESC	45,000	63,038	45,000	87,538	90,000
341075	Impact Fee - City Hall	45,000	59,705	45,000	82,916	90,000
341076	Impact Fee - Stormwater	12,000	23,525	13,000	17,206	20,000
		\$ 122,500	\$ 177,249	\$ 127,500		\$ 232,000
Investment Earnings						
371010	Investment Earnings	2,500	921	1,000	6,895	1,000
		\$ 2,500	\$ 921	\$ 1,000		\$ 1,000
Total Fund Revenue		\$ 125,000	\$ 178,170	\$ 128,500		\$ 233,000
101000	Beginning Available Cash:	\$ 250,200		\$ 363,318		\$ 530,000
	Paved Trails	58,630		87,883		130,000
	Park Maint Building	0		0		-
	ESC	0		0		-
	City Hall	144,706		204,882		300,000
	Stormwater	46,863		70,553		100,000
Total Resources		\$ 375,200		\$ 491,818		\$ 763,000
Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Transfers						
820	TIF-Park Maint Building	1,510	1,935	1,503		2,000
820	Emergency Services Building	45,302		45,092		90,000
820	City Hall Construction	190,979		250,385		390,000
820	Paved Trails	78,151		111,115		160,000
820	Stormwater Fund	59,258		83,723		120,000
	Total Expenditures	\$ 375,200	\$ 1,935	\$ 491,818		\$ 762,000
Total Requirements		375,200		\$ 491,818		\$ 762,000

Purpose

The City Hall Construction Reserve Fund was established by Resolution 03-63, which was approved by the City Council on November 17, 2003. The purpose of the fund is to accumulate funds towards construction of new City facilities. The Resolution established a schedule of annual deposits to be transferred into the fund from the Tax Increment District Fund. For the next several years the yearly contribution is set at \$250,000 per year.

FY 2015 Objectives

The objective of the City Hall Construction Reserve Fund for this fiscal year is to deposit funds from the Tax Increment District Fund as prescribed in Resolution 03-63 and to support pre-construction activities related to a new city hall. Architectural design of the new City Hall and Parking Structure will begin in earnest in FY15. Mosaic Architecture of Helena was chosen as the architectural firm for the new City Hall and Parking Structure.

City Hall Construction Reserve Fund - 4005

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Investment Earnings					
371000 Investment Earnings	17,000	5,142	8,000	26,757	8,000
Other Financing Sources					
383011 Transfer from TIF District Fund	250,000	250,000	250,000		250,000
Total Revenue	\$ 267,000	\$ 255,142	\$ 258,000		\$ 258,000
101000 Beginning Available Cash	\$ 1,772,073		\$ 2,027,194		\$ 2,283,497
Total Resources	\$ 2,039,073	\$ 255,142	\$ 2,285,194		\$ 2,541,497
Expenditures	Budget FY 2013	Actual FY 2012	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Capital Outlay					
920 City Hall Project	200,000	20	400,000	20,454	1,000,000
Total Expenditures	\$ 200,000	\$ 20	\$ 400,000		\$ 1,000,000
Unappropriated	\$ 1,839,073		\$ 1,885,194		\$ 1,541,497
Total Fund	\$ 2,039,073		\$ 2,285,194		\$ 2,541,497

CDBG Homebuyers Assistance Fund - 2945

Purpose

The CDBG Homebuyers Assistance Fund provides budget authority to facilitate a “pass-through” grant for first-time homebuyer assistance in Whitefish. The Community Development Block Grant (CDBG) Program pays grant funds to the City of Whitefish. These funds are then paid to the Whitefish Housing Authority. The Housing Authority administers the program.

FY 2015 Objectives

The objective of the CDBG Homebuyers Assistance Fund for this fiscal year is to facilitate the pass-through of grant dollars to the Whitefish Housing Authority.

Housing Rehabilitation Fund - 2987

Purpose

The Housing Rehabilitation Fund provides budget authority to facilitate the City’s Housing Rehabilitation Revolving Loan Program for qualified homeowners and property owners. The program is administered by the Whitefish Housing Authority through an interlocal agreement with the City.

FY 2015 Objectives

The objective of the Housing Rehabilitation Fund for this fiscal year is to comply with Federal requirements to manage the repayment and reuse of rehabilitation loans.

Affordable Housing Fund - 2989

Purpose

The purpose of the Affordable Housing Fund is to provide budget authority to administer the City’s voluntary affordable housing cash in-lieu program.

FY 2015 Objectives

The objective of the Affordable Housing Fund for this fiscal year is to administer the affordable housing cash in-lieu program in cooperation with the Whitefish Housing Authority.

The City Council may evaluate options for a mandatory affordable housing program during FY15.

CDBG Homebuyers Assistance Fund - 2945

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Intergovernmental Revenues					
331008 CDBG Community Development Grant	-	11,748	-		-
331009 CDBG Grant	100,000	34,839	400,000		400,000
Total Revenue	\$ 100,000	\$ 46,587	\$ 400,000		\$ 400,000
101000 Beginning Available Cash	-		-		-
Total Resources	\$ 100,000	\$ 46,587	\$ 400,000		\$ 400,000

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Economic Development					
350 Professional Services	-	13,928	-		-
	\$ -	\$ 13,928	\$ -		\$ -
470600 Homebuyers Assistance					
794 Acquisition of Rentals	90,000		380,000		380,000
880 Administrative Expense	10,000	32,659	20,000		20,000
	100,000	32,659	400,000		400,000
Total Expenditures	\$ 100,000	\$ 46,587	\$ 400,000		\$ 400,000

Housing Rehabilitation Fund - 2987

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Miscellaneous Revenue					
362000 Miscellaneous Revenue	30,000		31,000		20,000
	\$ 30,000		\$ 31,000		\$ 20,000
Investment Earnings					
373030 HOME Loan Repayments	-	745	5,000	450	2,500
373070 USDA Program Loan Repayments	50,000	1,740	10,000	340	5,000
	\$ 50,000	\$ 2,485	\$ 15,000		\$ 7,500
Total Fund Revenue	\$ 80,000	\$ 2,485	\$ 46,000		\$ 27,500
101000 Beginning Available Cash	\$ 2,088		\$ 4,573		\$ 3,663
Total Resources	\$ 82,088		\$ 50,573		\$ 31,163
Expenditures					
Materials and Services					
470200 USDA Housing Rehab Projects	52,088		40,000		21,590
470440 HOME Grant Projects	30,000		9,573		9,573
Total Expenditures	\$ 82,088		\$ 49,573		\$ 31,163

Affordable Housing Fund - 2989
(Cash-in-Lieu of Affordable Housing)

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
362004	Cash-in-Lieu Payments	150,000		199,000		100,000
Total Revenue		\$ 150,000		\$ 199,000		\$ 100,000
101000	Beginning Available Cash	1,000		1,000		1,000
Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Materials and Services						
794	Homeowner Assistance	150,000		200,000		101,000
Total Expenditures		\$ 150,000		\$ 200,000		\$ 101,000

Purpose

This \$3.5 million grant was awarded to the City in February 2010. The project consisted of improvements to US-93/2nd Street in downtown Whitefish between Spokane and Baker Ave. Key elements include a modern, coordinated traffic signal system, the addition of left turn lanes, ADA-compliant crosswalks and parking. The project also did a curb-to-curb reconstruction of the roadway, during which the city upgraded sewer and water lines.



FY 2015 Objectives

The objective of the Fund for this fiscal year is to support construction activities related to US93/2nd Street improvement. The project was completed in FY14, but there is a required annual engineering evaluation by a private engineering firm – the federal grant reimburses the city for these annual costs during a five year, post-evaluation phase.

US93/2nd Street - TIGER Grant - 4310

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Intergovernmental Revenues					
331053 TIGER Grant	570,000	432,564	\$ 134,000	\$ 8,088	5,000
Total Revenue	\$ 570,000	\$ 432,564	\$ 134,000		\$ 5,000
Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
430230					
Capital Outlay					
930 US92/2nd Street Project	570,000	437,319	134,000		5,000
Total Expenditures	\$ 570,000	\$ 437,319	\$ 134,000		\$ 5,000
Unappropriated	\$ -		\$ -		\$ -
Total Fund	\$ 570,000		\$ 134,000		\$ 5,000

Purpose

The Sidewalk Districts Fund provides budget authority for construction of community sidewalks resulting from cash-in-lieu fees paid by developments when new construction occurs in established neighborhoods. Funds are segregated into three districts; east, north and west. Projects are undertaken within each district when sufficient funds are available to build substantial lengths of sidewalks.

FY 2015 Objectives

The objective of the Sidewalk Districts Fund for this fiscal year is to accumulate funds for future projects and provide for construction of sidewalks as funds become available.

Sidewalk Districts Fund - 2992 (cash in lieu)

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Investment Earnings					
371010 Investment Earnings	1,700	348	750	1,685	750
	\$ 1,700	\$ 348	\$ 750		\$ 750
Other Financing Sources					
381060 Cash In-lieu - District E	-		-		
381061 Cash-in-lieu - District W	-		-		
381062 Cash-in-lieu - District N	-		-	3,000	
	\$ -		\$ -		\$ -
Total Fund Revenue	\$ 1,700	\$ 348	\$ 750		\$ 750
101000 Beginning Available Cash	\$ 126,485		\$ 126,832		\$ 131,517
Total Resources	\$ 128,185		\$ 127,582		\$ 132,267
Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Capital Outlay					
430267 East District Improvements	11,460		11,406		11,489
430268 West District Improvements	60,405		60,121		60,560
430269 North District Improvements	56,320		56,056		59,467
Total Expenditures	\$ 128,185		\$ 127,582		\$ 131,516

Purpose

The Residential Lighting District Fund 2400 and the Commercial Lighting District Fund 2410 provides budget authority to provide, maintain, and improve residential and commercial street lighting within the City. The districts are funded through a lighting assessment on property. In 2013, the city raised the lighting assessment 10%. This was the first increase in at least thirty years. To offset the increase, the Council decreased the mill levy by the dollar amount raised by the lighting increase.

FY 2014 Objectives

The objective of the Residential & Commercial Lighting District Funds for this fiscal year is to provide street lighting within residential and commercial areas. Funds are used to pay for electricity used by street lights located in the Residential & Commercial Lighting Districts and to support capital improvement and replacement of system components.

Significant or changed appropriations during FY14 are:

Item/Project	Cost
Expenditure Changes	
• 1 ton 4x4 pickup replace 1992 ford f-350 the bucket truck (split 50/50)	\$58,000

Residential Light District Fund - 2400

(Lighting District #1)

5/17/2014

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
Miscellaneous Revenue						
363010	Maintenance Assessments	66,000	70,732	76,337	53,507	76,337
363040	Penalties & Interest	370	687	370	256	500
Total Fund Revenue		\$ 66,370	\$ 71,419	\$ 76,707	\$ 53,763	\$ 76,837
101000	Beginning Available Cash	\$ 47,283	\$ 47,283	\$ 63,951	\$ 42,869	48,000
Total Resources		\$ 113,653	\$ 118,702	\$ 140,658	\$ 96,632	\$ 124,837
Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
Personal Services						
110	Salaries	14,711	15,214	15,519	12,025	16,130
120	Overtime	796	89	336	28	241
140	Employer Contributions	4,871	4,711	5,237	2,716	5,362
		\$ 20,378	\$ 20,014	\$ 21,092	\$ 14,769	\$ 21,733
Materials and Services						
230	Repair & Maintenance Supplies	10,000	2,328	15,000	7,642	15,000
340	Utility Services	43,000	26,348	27,000	25,344	34,500
360	Repair & Maintenance Services	1,600	763	1,600		1,600
510	Insurance	729	729	500	494	500
880	Administrative Costs	500	492	500	379	494
		\$ 55,829	\$ 30,660	\$ 44,600	\$ 33,859	\$ 52,094
Capital Outlay						
920	Buildings					9,350
940	Machinery & Equipment	30,000	-	30,000	25,600	0
		\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 9,350
Total Expenditures		\$ 106,207	\$ 50,674	\$ 95,692	\$ 48,627	\$ 83,177
Ending Available Cash		\$ 3,418		\$ 44,966		\$ 41,660
Total Fund		\$ 109,625		\$ 140,658		\$ 124,837

Commercial Light District Fund - 2410

(Lighting District #4)

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
Miscellaneous Revenue						
363010	Maintenance Assessments	57,000	56,471	60,985	44,934	67,084
363040	Penalties & Interest	250	274	250	167	250
Total Revenue		\$ 57,250	\$ 56,745	\$ 61,235	\$ 45,101	\$ 67,334
101000	Beginning Available Cash	\$ 71,063		\$ 66,370	\$ 22,932	25,000
Total Resources		\$ 128,313	\$ 56,745	\$ 127,605	\$ 68,033	\$ 92,334
Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Proposed FY 2015
Personal Services						
110	Salaries	14,711	15,214	15,519	12,025	16,130
120	Overtime	796	82	336	28	241
140	Employer Contributions	4,871	4,658	5,237	2,716	5,362
		\$ 20,378	\$ 19,954	\$ 21,092	\$ 14,769	\$ 21,733
Materials and Services						
230	Repair & Maintenance Supplies	14,000	3,302	22,000	10,040	20,000
340	Utility Services	13,000	36,142	42,000	19,782	30,000
350	Professional Services	-	-	-	-	-
360	Repair & Maintenance Services	10,000	763	12,000	1,521	10,000
510	Insurance	729	729	729	494	729
880	Administrative Costs	500	492	500	15,706	494
		\$ 38,229	\$ 41,428	\$ 77,229	\$ 47,543	\$ 61,223
Capital Outlay						
920	Buildings	0	0	0	0	7,650
940	Machinery & Equipment	30,000	-	30,000	25,600	0
		\$ 30,000	\$ -	\$ 30,000	\$ -	\$ 7,650
Total Requirements		\$ 88,607	\$ 61,382	\$ 128,321	\$ 62,312	\$ 90,606
Ending Available Cash		\$ 39,706		\$ (716)		\$ 1,727
Total Fund		\$ 128,313		\$ 127,605		\$ 92,334

Purpose

The Street Fund provides budget authority to support the operation, maintenance and improvement of the City of Whitefish street and storm drainage systems.

FY 2015 Objectives

The objective of the Street Fund for this fiscal year is to provide street maintenance and improvements for the driving, walking and bicycling public. Typical maintenance activities include street sweeping, asphalt repairs and preventative maintenance, snow & ice removal, and upkeep of traffic signs and markings.

Significant or changed appropriations during FY15 are:

Item/Project

Expenditures

- Overlays & Chipseals – Combining 2 years of projects (Repair & Maint) \$400,000

932	Improvements	\$475,423
	Shop Building Expansion - Building (split St/Wat/Sew) 10% impact fee	\$25,000
	Sidewalk Extension Project	\$25,000
	Birch Point RxR Crossing Quiet Zone	\$40,000
	Wireless Data & Communications Systems - Mobile Nodes & Wireless Interface (split Str/Wat/Sew)	\$8,000
	Safe Routes to School - Whitefish Middle School area	\$67,423
	Central Avenue Slump Repairs	\$200,000
	Central Avenue - Pave Remainder of Street After Water Main	\$100,000
	Alarm System - Smoke/Heat Detectors & Intrusion Alarms at Public Works Shop Complex (\$2,000 each Str/Wat/Sew)	\$2,000
	Street Lighting Storage Shed (total \$25,000 split Street \$8,000, Res Lighting 9,350/Commcl Lighting \$7,650 each)	\$8,000
940	Machinery & Equipment	\$86,000
	Pickup, 4x4 (Dump Bed) - Replace 1995 Chevrolet C30, Unit #9	\$32,000
	Paint Road Lazer Road Pack	\$54,000

940 Machinery & Equipment – Snow Plowing	\$26,200
Snow Plow, 10' - Replace Henke LB30R10	\$10,000
Snow Plow, 8.5' - Replace Western Pro	\$9,000
Tank - 10,000 Gallon Poly - Replace 1999 Ace, (MACI Funds?)	\$7,200

Street Fund - 2110

5/17/2014

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Licenses and Permits						
322031	Cable T.V. Franchise Fee	70,000	113,819	85,000	68,815	90,000
322035	Water Utility ROW Fee	117,000	105,565	120,500	101,717	125,000
322036	Wastewater Utility ROW Fee	95,000	85,435	103,500	81,358	105,593
323022	Street Excavation Permit Fees	1,000	2,900	1,500	2,300	3,000
		\$ 283,000	\$ 307,719	\$ 310,500	\$ 254,191	\$ 323,593
Intergovernmental Revenues						
334200	Safe Routes to School	92,035	36,337	45,820	7,542	67,423
335040	Gasoline Tax Apportionment	145,709	145,709	146,000	97,732	130,000
		\$ 237,744	\$ 182,046	\$ 191,820	\$ 105,274	\$ 197,423
Charges for Services						
343370	Plan Review/Const. Oversight Fees	2,000	-	2,000	-	2,000
		\$ 2,000	\$ -	\$ 2,000	\$ -	\$ 2,000
Miscellaneous Revenue						
362000	Miscellaneous Revenue	-	15,916	-	6,499	5,000
363010	Maintenance Assessments	797,000	844,062	819,437	578,020	819,437
363040	Penalties and Interest	2,500	5,758	2,500	2,630	2,500
		\$ 799,500	\$ 865,736	\$ 821,937	\$ 587,148	\$ 826,937
Other Financing Sources						
383000	Interfund Operating Transfer In		9,095			-
		\$ -	\$ -	\$ -	\$ -	\$ -
	Total Fund Revenue	\$ 1,322,244	\$ 1,355,501	\$ 1,326,257	\$ 946,613	\$ 1,349,953
	Beginning Available Cash	\$ 893,701		\$ 1,044,448		1,400,000
	Total Resources	\$ 2,215,945		\$ 2,370,705		\$ 2,749,953

Street Fund - 2110

5/17/2014

Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
430200	Street and Alley					
	Personal Services					
110	Salaries	342,004	361,855	414,207		457,535
112	Permanent Part Time	29,700	32,133	23,981		18,562
120	Overtime	7,035	3,194	9,302		6,082
125	Stand By or Call Back Time	11,000	13,372	11,000		4,676
140	Employer Contributions	164,358	162,334	199,546		213,626
		\$ 554,097	\$ 572,888	\$ 658,036	\$ -	\$ 700,481
	Materials and Services					
210	Office Supplies/Materials	5,000	1,094	3,000		3,000
220	Operating Supplies/Materials	11,000	7,263	12,000		15,000
230	Repair & Maintenance Supplies	79,030	83,825	80,700		73,500
310	Communication & Transportation	1,500	157	1,000		1,000
320	Printing	1,500		1,500		1,500
330	Notices, Subscriptions, Dues	5,000	2,884	5,000		5,000
340	Utility Service	13,550	11,764	13,550		14,482
350	Professional Services	54,100	7,317	98,600		73,600
360	Repair & Maintenance Services	380,000	221,355	283,000		683,000
370	Travel & Training	6,000	912	6,000		6,500
390	Other Purchased Services	5,000	90	10,000		10,000
397	Contract Services	2,500	199	2,500		2,500
510	Insurance Expense	26,500	23,489	26,500		23,000
540	Special Assessments	29,043	35,606	28,929		29,000
820	Interfund Operating Transfer Out					-
880	Administrative Expense	16,000	14,191	16,000		16,787
		\$ 635,723	\$ 410,146	\$ 588,279	\$ -	\$ 957,869
	Capital Outlay					
932	Street Improvements	167,835	95,388	275,570		475,423
940	Machinery & Equipment	65,733	26,347	72,000		86,000
		\$ 233,568	\$ 121,735	\$ 347,570	\$ -	\$ 561,423
	Operating Contingency					
870	Operating Contingency	50,000		50,000		50,000
		\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000
	Total Street and Alley	\$ 1,473,388	\$ 1,104,769	\$ 1,643,885	\$ -	\$ 2,269,773

Street Fund - 2110

3/6/2013

5/17/2014

Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
430251 Ice and Snow Removal						
Personal Services						
110	Salaries	30,000	19,484	25,000		25,000
120	Overtime	3,000	1,511	3,000		5,000
125	Stand By or Call Back Time	2,500		2,500		2,500
140	Employer Contributions	14,300	13,726	15,500		11,673
		\$ 49,800	\$ 34,721	\$ 46,000	\$ -	\$ 44,173
Materials and Services						
220	Operating Supplies/Materials	4,000	5,766	6,000		6,000
230	Repair & Maintenance Supplies	32,300	33,423	35,800		44,000
360	Repair & Maintenance Services	7,000	10,329	18,300		18,300
397	Contract Services	2,000		2,000		2,000
		\$ 45,300	\$ 49,518	\$ 62,100	\$ -	\$ 70,300
Capital Outlay						
940	Machinery & Equipment	\$ 94,700	\$ 26,723	\$ 30,964		\$ 26,200
	Total Ice and Snow Removal	\$ 189,800	\$ 110,962	\$ 139,064	\$ -	\$ 140,673
	Total Expenditures	\$ 1,663,188	\$ 1,215,731	\$ 1,782,949	\$ -	\$ 2,410,446
	Year End Available Cash	\$ 552,757		\$ 587,756		\$ 339,507
	Total Street Fund	\$ 2,215,945		\$ 2,370,705		\$ 2,749,953

Purpose

The Stormwater Fund provides budget authority to support the operation, maintenance and improvement of the City’s stormwater system.

FY 2015 Objectives

The objectives of the Stormwater Fund for this fiscal year is to provide continuing maintenance and improvements for the City’s stormwater system, as well as contract services necessary to implement environmental regulations. The Fund is supported by a stormwater utility assessment on all properties within the City.

Significant or changed appropriations during FY15 are:

Item/Project

Revenue

- Continued reduction of assessment from \$72 to about \$12 – City Council should discuss increasing assessment again with or without a decrease in the property tax mill levy \$ 66,000

Expenditure Changes

Priority	Project Description	
4	Crestwood & Parkway Drive Stormwater	\$150,000
5	Armory Road Drainage Improvements (Engineering & Const)	\$65,000
3	Riverside Stormwater Treatment Pond BMP Improvements	\$30,000
2	4th Street Drainage Improvements	\$145,000
6	Monegan Road Phase 1 - 2	\$400,000
1	East 2nd Street	\$350,000

Stormwater Fund - 2525

5/11/2014

Revenues		Actual FY 2012	Budget FY 2013	Actual FY 2013	Budget FY 2014	Budget FY 2015
Charges for Services						
343370	Plan Review / Construction Oversight	5,700	6,000	7,900	6,000	7,000
		\$ 5,700	\$ 6,000	\$ 7,900	\$ 6,000	\$ 7,000
Miscellaneous Revenue						
363010	Maintenance Assessments	74,489	55,680	65,684	55,680	66,000
363040	Penalties and Interest	2,329	1,600	813	1,600	1,600
		\$ 76,818	\$ 57,280	\$ 66,497	\$ 57,280	\$ 67,600
Total Fund Revenue		\$ 82,518	\$ 63,280	\$ 74,397	\$ 63,280	\$ 74,600
Beginning Available Cash		\$ 1,057,714	\$ 1,130,230		\$ 1,154,667	1,115,783
Impact Fee Balance Beginning			46,863		70,553	100,000
Total Resources		\$ 1,140,232	\$ 1,193,510	\$ 74,397	\$ 1,288,500	\$ 1,290,383

Stormwater Fund - 2525

Expenditures		Actual FY 2012	Budget FY 2013	Actual FY 2013	Budget FY 2014	Budget FY 2015
Materials and Services						
210	Office Supplies/Materials		500	-	500	500
220	Operating Supplies		5,000	-	5,000	5,000
230	Repair & Maintenance Supplies	412	22,500	60	22,500	22,500
310	Postage & Freight		1,000	-	1,000	1,000
320	Printing		500	-	500	500
330	Publicity/Subscriptions/Dues	500	1,000	1,751	1,000	1,000
340	Utility Services		500	-	500	500
350	Professional Services		-	30	-	-
360	Repair & Maintenance Services		5,000	-	5,000	5,000
370	Travel & Training	447	2,500	150	2,500	2,500
390	Other Purchased Services		2,000	97	2,000	2,000
397	Contract Services		100		100	100
730	Whitefish Lake Institute Grant	5,000	6,667	6,667	6,667	6,667
		\$ 6,359	\$ 47,267	\$ 8,755	\$ 47,267	\$ 47,267
Capital Outlay						
930	Improvements	3,974	205,000	41,206	526,500	1,140,000
		\$ 3,974	\$ 205,000	\$ 41,206	\$ 526,500	\$ 1,140,000
	Total Expenditures	\$ 10,333	\$ 252,267	\$ 49,961	\$ 573,767	\$ 1,187,267
	Ending Available Cash	\$ 1,130,230	\$ 1,044,744		\$ 650,680	3,116
	Ending Impact Fee Balance	\$ 46,863	\$ (56,637)		\$ 64,053	93,500
	Total Stormwater Fund	\$ 1,140,563	\$ 1,240,373		\$ 1,288,500	\$ 1,283,883

Purpose

The Water Fund provides budget authority to support the operation, maintenance and improvement of the City of Whitefish water system.

FY 2015 Objectives

The objective of the Water Fund for this fiscal year is to supply potable water to City water customers, provide preventative and emergency maintenance for the system as needed.

Significant or changed appropriations during FY15 are:

Item/Project

Revenue Changes

- **Loan Proceeds – Whitefish West Phase 2** **\$472,700**

Expenditure Changes

910	Property Purchase	\$150,000		
	South Water Reservoir Land Acquisition - Purchase land for new reservoir south of railroad tracks	\$150,000		
920	Buildings	\$76,000		
	Shop Building Expansion - Building (split Str/Wat/Sew)	\$25,000	10%	\$2,500
	Alarm System - Smoke/Heat Detectors & Intrusion Alarms at Public Works Shop Complex (\$2,000 each Str/Wat/Sew)	\$2,000		\$0
	Pave Road to Wireless Communication Controls Building at Water Reservoir	\$35,000		\$0
	HVAC at Water Treatment Plant (replace aging heating units)	\$14,000		

930 Improvement Projects	\$1,502,500	Impact Fee	
		20%	\$0
Raw Water Improvements to Control DDBP (TTHM & HAA5) (Instrumentation & controls, roof over wier building, aeration equipment for reservoir)	\$100,000	0%	\$0
Grouse Mountain/Mountain Park Interconnect - Enhance system grid & eliminate Mountain Park Booster Station	\$150,000	70%	\$105,000
P&ID Equipment for pumping stations (process & control instrumentation for booster pumps & lake pump/reservoir and for wireless process and instrumentation diagram	\$15,000	0%	\$0
Central Avenue Water Main Replacement (w/asphalt patch) at 3rd to 6th Street	\$330,000	0%	\$0
Wireless Data & Communications Systems - Mobile Nodes & Wireless Interface (split Str/Wat/Sew)	\$8,500	0%	\$0
Columbia Avenue Bridge Water Main Upgrade - Repair/upsized 6" water main to 8" running under the bridge	\$200,000	0%	\$0
E. Second Street Apartments (Private Project) - Water main upsizing for future main crossing the railroad tracks	\$25,000		\$0
Skye Park Bridge (water main extension for looping)	\$15,000	15%	\$2,250

		\$0
Whitefish West Water Main Improvement Phase II	\$659,000	\$186,300
		\$296,050
940 Machinery and Equipment	\$85,800	
Polaris Ranger UTV - Used - for watershed access & maintenance all year	\$17,500	
Handheld Meter Reader, replacement (Total \$5,600 split \$2,800 each water/sewer)	\$2,800	
MRX Mobile Data Reader (Total \$9,000 split \$4,500 each water/sewer)	\$4,500	
Locator (Total \$6,000 split \$3,000 each water/sewer)	\$3,000	
Auma Actuators (continual replacement)	\$14,000	
Particle Counters (continual replacement)	\$22,000	
Turbidimeters (continual replacement)	\$16,000	
Streaming Current Monitor (continual replacement)	\$6,000	

Water Fund - 5210

5/17/2014

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Intergovernmental Revenues						
334120	Treasure State Endowment Progr	-	-	-	-	-
334121	DNRC Grants	-	-	-	100,000	-
		100,000				
		200,000	200,000			
		5,800				
334122						
334123						
		\$ 305,800	\$ 200,000	\$ -	\$ 100,000	\$ -
Charges for Services						
341077	5% Admin Fee for Impact Fees	4,000	7,030	4,000	8,627	6,000
343021	Water Usage Charges	2,340,000	2,486,936	2,410,000	2,034,348	2,500,000
343025	Impact Fees - Water	75,000	157,333	110,000	172,785	150,000
343026	Installation Fees	25,000	47,817	25,000	44,826	45,000
343027	Miscellaneous Income	35,000	47,745	35,000	47,438	40,000
343029	Late Fees	36,000	34,990	33,000	25,805	33,000
343370	Plan Review/Const. Oversight Fees	2,500	1,250	2,500	675	2,500
		\$ 2,517,500	\$ 2,783,101	\$ 2,619,500	\$ 2,334,505	\$ 2,776,500
Miscellaneous Revenues						
363000	Special Assessments	2,000	4,937	2,000		-
363050	Latecomer Fees	500	200	500	1,400	500
		\$ 2,500	\$ 5,137	\$ 2,500	\$ 1,400	\$ 500
Investment Earnings						
371010	Investment Earnings	13,000	6,771	700	21,965	700
371010	Investment Earnings - Impact Fees				8,068	1,000
		\$ -	\$ -	\$ -	\$ 8,068	\$ 1,700
Other Financing Sources						
381070	SRF Loan Proceeds	840,000		334,000		472,700
		\$ 840,000		\$ 334,000		\$ 472,700
	Total Revenue	\$ 3,665,800	\$ 2,988,238	\$ 2,956,000	\$ 2,443,973	\$ 3,251,400
Beginning Available Cash						
		1,493,446		764,310		1,122,216
102110	Impact/PIF Balance Beginning	729,780		752,185		842,881
102213	Dbt Srvce & Dbt Rsrv Balance Beginni	1,011,657		946,138		818,217
		\$ 3,234,883		\$ 2,462,633		\$ 2,783,314
	Total Resources	\$ 6,900,683		\$ 5,418,633		\$ 6,034,714

Water Fund - 5210

5/17/2014

Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Personal Services						
110	Salaries	511,508	516,106	568,028	383,879	633,789
112	Permanent Part Time	29,700	23,213	26,815	19,987	21,694
120	Overtime	26,010	17,745	29,326	14,538	24,677
125	Stand By or Call Back	9,000	6,655	9,378	4,810	14,879
140	Employer Contributions	228,390	214,835	253,569	162,175	269,797
		\$ 804,608	\$ 778,554	\$ 887,116	\$ 585,389	\$ 964,836
Materials and Services						
210	Office Supplies/Materials	7,500	2,637	7,500	1,777	7,500
220	Operating Supplies	52,900	44,880	56,240	33,536	56,240
230	Repair & Maintenance Supplies	143,900	92,193	137,025	88,423	162,464
310	Postage & Freight	13,000	13,368	13,000	8,927	13,500
320	Printing	2,500	226	2,500	268	2,500
330	Publicity/Subscriptions/Dues	15,010	11,502	15,010	7,857	15,010
340	Utility Services	80,850	81,708	93,050	55,241	93,050
350	Professional Services	134,600	44,753	102,600	18,798	92,600
360	Repair & Maintenance Services	50,000	44,074	32,500	39,761	37,800
370	Travel & Training	9,600	980	9,100	2,066	9,600
390	Other Purchased Services	11,500	34,440	16,500	26,311	32,500
397	Contract Services	53,000	40,398	45,000	4,522	45,000
510	Insurance	42,280	39,666	31,000	30,745	31,000
530	Rent	7,725	8,161	7,725	8,406	8,700
540	Special Assessments	7,555	7,842	7,555	5,280	7,555
545	Water Utility ROW Fee	117,000	105,565	120,500	101,717	125,000
730	Whitefish Lake Institute	6,667	6,667	6,667	6,666	6,667
880	Administrative Expense	19,000	19,183	19,000	14,497	21,749
		\$ 774,586	\$ 598,243	\$ 722,471	\$ 454,798	\$ 768,435
Total Water Operating		\$ 1,579,194	\$ 1,376,797	\$ 1,609,587	\$ 1,040,187	\$ 1,733,271
Capital Outlay						
910	Land			-		150,000
920	Buildings	95,600	27,230	59,500	25,344	76,000
930	Improvements	2,430,600	1,642,342	1,103,500	195,471	1,502,500
940	Machinery and Equipment	130,933	59,604	138,050	16,944	85,800
		\$ 2,657,133	\$ 1,729,176	\$ 1,301,050	\$ 237,759	\$ 1,814,300
Debt Service						
610	DNRC Loan Principal	590,000	459,000	469,000	233,000	490,000
620	DNRC Loan Interest	157,333	116,080	74,450	38,388	68,858
		\$ 747,333	\$ 575,080	\$ 543,450	\$ 271,388	\$ 558,858
Total Expenditures		\$ 4,983,659	\$ 3,681,053	\$ 3,454,087	\$ 1,549,334	\$ 4,106,429
Ending Available Cash		\$ 401,586		\$ 452,273		412,237
Ending PIF/Impact Fee Balance		\$ 516,780		\$ 566,135		697,831
Debt Service Ending Balance		1,011,657		\$ 946,138		818,217
		\$ 1,930,024		\$ 1,964,546		\$ 1,928,286
Total Water Fund		\$ 6,913,683		\$ 5,418,633		\$ 6,034,714

Wastewater Fund

FY 2015

Purpose

The Wastewater Fund provides budget authority to support the operation, maintenance and improvement of the City of Whitefish wastewater system.

FY 2015 Objectives

The objective of the Wastewater Fund for this fiscal year is to collect and treat the community's wastewater and provide preventative and emergency maintenance for the system as needed.

Significant or changed appropriations during FY15 are:

Item/Project	Amount
Revenue Changes	
• Loan Proceeds – Whitefish West Remainder (\$1,300,000 project cost less \$390,000 Impact Fee contribution)	\$910,000
• Loan Proceeds – Riverside Force Main Extension to Headworks	\$375,000

920	Buildings	\$27,000		Impact Fee
	Shop Building Expansion - Building (split Str/Wat/Sew/Impact Fee)	\$25,000	10%	\$2,500
	Alarm System - Smoke/Heat Detectors & Intrusion Alarms at Public Works Shop Complex (\$2,000 each Str/Wat/Sew)	\$2,000		
	HVAC integration in clarifier & software instrument control	\$0		
934	Improvement Projects	\$2,233,500		Impact Fee
	Riverside Forcemain Extension	\$375,000	0%	\$0
	Wastewater Treatment Facility Improvement Project - Main liftstation evaluate pump upgrades & update controls, waste receiving station, site irrigation	\$150,000	70%	\$105,000
	I&I Mitigation Design	\$40,000		\$0
	Wireless Data & Communications Systems - Mobile Nodes & Wireless Interface (split Str/Wat/Sew)	\$8,500	0%	\$0
	Whitefish West Sewer Main Improvement - Phase II	\$1,300,000	30%	\$390,000
	Cow Creek Sewer Extension	\$50,000		\$0
	Skye Park Bridge	\$20,000		\$0
	Birch Point liftstation - Phase I pump station upgrades (new wet well, valve pit & pipe extensions) & emergency power generator	\$290,000	30%	\$87,000
				\$584,500

940 Machinery and Equipment	\$58,800
Handheld Meter Reader, replacement (split Wat/Sew)	\$2,800
MRX Mobile Data Reader (Total \$9,000 split \$4,500 each water/sewer)	\$4,500
Locator (Total \$6,000 split \$3,000 each water/sewer)	\$3,000
Optimization Strategies DO Control, Recycle Heat Retention	\$40,000
T.V. Camera Tractor (replace 2007 Aries TR3000)	\$8,500

Wastewater Fund - 5310

5/17/2014

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Intergovernmental Revenues						
334120	Treasure State Endowment Prog					
	NorthWestern Energy Incentive	17,500		-		
	DNRC ARRA Grant - Energy Proj.	28,000	28,000	-		
	DNRC Planning Grants			155,000		150,000
334121	RRGL & WRDA Grants		12,750			
		\$ 45,500	\$ 40,750	\$ 155,000	\$ -	\$ 150,000
Charges for Services						
341077	5% Admin Fee for Impact Fees	5,000	8,587	5,000	8,441	8,000
343031	Sewer Service Charges	1,900,000	1,900,000	2,070,000	1,627,169	2,111,855
343032	Inspection Fees	500	1,460	500	1,670	1,000
343033	Impact Fees - Wastewater	87,000	170,870	120,000	170,020	150,000
343034	Impact Fees - Big Mt.	5,000	31,234	10,000		10,000
343036	Miscellaneous Income	1,000	8,818	1,000	4,843	1,000
343370	Plan Review/Const. Oversight Fees	1,500	1,050	1,500	675	1,500
		\$ 2,000,000	\$ 2,122,019	\$ 2,208,000	\$ 1,812,818	\$ 2,283,355
Miscellaneous Revenues						
363000	Special Assessments	1,000	6,632	5,000		
363040	Penalties and Interest	200	9	200	10	
365000	Contributions & Donations		17,800			
		\$ 1,200	\$ 24,441	\$ 5,200	\$ 10	\$ -
Investment Earnings						
371010	Investment Earnings	4,500	3,739	3,000	11,815	3,000
371010	Investment Earnings - Impact Fees				6,751	5,000
		\$ 4,500	\$ 3,739	\$ 3,000	\$ 18,566	\$ 8,000
Other Financing Sources						
381070	SRF Loan Proceeds	560,000		1,370,000		1,285,000
		\$ 560,000	\$ -	\$ 1,370,000	\$ -	\$ 1,285,000
	Total Revenue	\$ 2,611,200	\$ 2,190,949	\$ 3,741,200	\$ 1,831,394	\$ 3,726,355
Beginning Available Cash						
		495,740		438,965		272,189
102110	Impact/PIF Balance Beginning	448,897		440,686		739,483
102216	Debt Service Balance Beginning	450,029		408,670		353,869
		\$ 1,394,666		\$ 1,288,321		\$ 1,365,541
	Total Resources	\$ 4,005,866		\$ 5,029,521		\$ 5,091,896

Wastewater Fund - 5310

5/17/2014

Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Personal Services						
110	Salaries	579,306	559,493	535,032	380,740	590,676
112	Permanent Part Time	21,874	23,204	26,815	19,983	21,694
120	Overtime	13,978	14,810	13,463	11,188	9,766
125	Stand By or Call Back	9,848	6,655	7,606	4,810	5,089
140	Employer Contributions	287,216	251,953	251,924	172,931	261,475
		\$ 912,222	\$ 856,115	\$ 834,840	\$ 589,652	\$ 888,700
Materials and Services						
210	Office Supplies/Materials	6,500	1,681	3,000	1,054	3,000
220	Operating Supplies	83,998	125,238	138,498	95,233	131,125
230	Repair & Maintenance Supplies	128,385	96,430	114,275	86,734	152,464
310	Postage & Freight	21,000	13,436	21,000	8,613	13,000
320	Printing	600	226	600	229	600
330	Notices, Subscriptions, Dues	8,503	9,191	8,503	994	8,503
340	Utility Services	111,400	89,674	107,400	73,565	108,132
350	Professional Services	90,200	49,166	200,200	32,673	225,200
360	Repair & Maintenance Services	50,000	41,696	50,000	8,976	50,000
370	Travel & Training	11,500	3,277	11,000	5,422	11,500
390	Other Purchased Services	3,000	-	8,000	4,538	8,000
397	Contract Services	2,500	398	2,500	4,522	2,500
510	Insurance	39,429	37,594	29,000	32,119	29,000
530	Land Rental	5,210	770	5,210	175	5,210
540	Special Assessments	150	361	150	361	150
541	State Assessments and Fees	10,500	4,559	3,500		3,500
545	Wastewater Utility ROW Fee	95,000	85,435	103,500	81,358	105,593
730	Whitefish Lake Institute Grant	6,667	6,667	6,667	6,667	6,667
750	DEQ SSO Fines/WF Lake Institute	-	-	-	-	-
810	Bad Debt Write-Offs	500		500		500
880	Administrative Expense	20,000	21,596	20,000	1,232	20,038
		\$ 695,042	\$ 587,395	\$ 833,503	\$ 444,465	\$ 884,682
Total Wastewater Operating		\$ 1,607,264	\$ 1,443,510	\$ 1,668,343	\$ 1,034,117	\$ 1,773,382
Capital Outlay						
920	Buildings	35,600	2,102	19,500		27,000
930	Improvement Projects	30,000	24,876	8,500	116,501	-
934	Improvement Projects	1,014,990	402,672	1,852,000	452,534	2,233,500
940	Machinery and Equipment	175,434	67,317	186,800	40,025	58,800
		\$ 1,256,024	\$ 496,967	\$ 2,066,800	\$ 609,060	\$ 2,319,300
Debt Service						
610	Bonded Debt Principal	127,000	135,000	232,000	69,000	184,000
620	Bonded Debt Interest	96,585	72,952	65,575	28,195	107,184
		\$ 223,585	\$ 207,952	\$ 297,575	\$ 97,195	\$ 291,184
Total Expenditures		\$ 3,086,873	\$ 2,148,429	\$ 4,032,718	\$ 1,740,372	\$ 4,383,866
Ending Available Cash		233,068		601,947		36,679
Ending PIF/Impact Fee Balance		235,897		(13,814)		317,483
Debt Service Ending Balance		450,029		408,670		353,869
		918,994		\$ 996,803		\$ 708,030
Total Wastewater Fund		\$ 4,005,866		\$ 5,029,521		\$ 5,091,896

Purpose

The Solid Waste Fund provides budget authority to support contract and administrative services for the solid waste collection program.

FY 2015 Objectives

The objective of the Solid Waste Fund for this budget year is to administer the City's solid waste collection and recycling services contract with North Valley Refuse. The City administers the North Valley Refuse contract, provides customer assistance, monthly billing, alley maintenance, and general administrative support services for the solid waste collection program.

A new North Valley Refuse contract was signed in May 2012 and is valid through October 31, 2016. Three percent rate increases are built in for every year of the contract starting with October 2012. The City Council decides on annual inflationary increases in the Solid Waste rates every October.

Solid Waste Fund - 5410

5/17/2014

Revenues		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Charges for Services						
343041	Solid Waste Collection Fees	744,000	739,782	744,000	574,886	761,626
343043	Container Charge	4,000	4,815	4,000	4,485	5,000
343046	Miscellaneous Revenue	50	58	50		50
		\$ 748,050	\$ 744,655	\$ 748,050	\$ 579,371	\$766,676
Investment Earnings						
371010	Interest Earnings	120	194	120	1,464	120
		\$ 120	\$ 194	\$ 120	\$ 1,464	\$ 120
Total Revenue		\$ 748,170	\$ 744,849	\$ 748,170	\$ 580,834	\$ 766,796
Beginning Available Cash		\$ 41,398		\$ 75,324		\$ 95,000
Total Resources		\$ 789,568		\$ 823,494		\$ 861,796

Solid Waste Fund - 5410

5/17/2014

Expenditures		Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
Personal Services						
110	Salaries	50,286	49,780	51,830	33,937	51,983
112	Permanent Part Time	1,677	1,685	1,744	1,254	1,813
120	Overtime	1,110	620	661	540	663
140	Employer Contributions	17,527	16,585	17,330	11,317	18,637
		\$ 70,600	\$ 68,670	\$ 71,565	\$ 47,048	\$ 73,096
Materials and Services						
210	Office Supplies/Materials	500	199	500	121	500
220	Operating Supplies	1,000	296	1,000	216	1,000
230	Repair & Maintenance Supplies	5,330	1,402	5,330	1,246	5,330
310	Communication & Transportation	16,000	12,977	14,000	8,506	14,000
320	Printing	250	154	250	44	250
330	Publicity/Subscriptions/Dues	300	107	300	17	300
340	Utility Services	1,700	1,199	1,550	968	1,550
350	Professional Services	150	1,347	150	78	150
360	Repair & Maintenance Services	800	773	800	271	800
370	Travel & Training	500	66	500		500
390	Refuse Hauling Contract	639,000	617,592	639,000	484,725	667,208
397	Contract Services	500	100	500	1,241	500
510	Insurance	2,065	2,063	1,550	1,516	1,550
810	Bad Debt Write-Offs	150		150		150
880	Administrative Expense	1,400	1,642	1,400	19,190	1,654
		\$ 669,645	\$ 639,917	\$ 666,980	\$ 518,139	\$ 695,442
Total Solid Waste Operating		\$ 740,245	\$ 708,587	\$ 738,545	\$ 565,187	\$ 768,538
Ending Available Cash		\$ 48,909		\$ 84,949		\$ 93,258
Total Solid Waste Fund		\$ 789,154	\$ 708,587	\$ 823,494	\$ 565,187	\$ 861,796

Purpose

The purpose of a Special Improvement District (S.I.D.) Fund is to provide budget authority to collect district assessments and to disperse principle and interest payments on behalf of district property owners and to repay the various City funds for the early retirement of externally-held S.I.D. bonds. S.I.D.s can be formed to address infrastructure needs (i.e. water, sewer, streets, sidewalks, etc.) in specific neighborhoods or areas of the City or on a City-wide basis.

FY 2015 Objectives

The objective of the S.I.D. Fund for this fiscal year is to meet obligations previously incurred to facilitate various community improvement projects.

SID Revolving Fund - 3400

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2015
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Miscellaneous Revenue					
383000			13,760		
371010	1,500	376	500		
	Total Fund Revenue	\$ 1,500	\$ 376	\$ 14,260	\$ -
101000	Beginning Fund Balance	\$ 127,921	\$ 127,921	\$ 145,368	\$ 138,838

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2014
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Transfers					
820	Transfers to Other S.I.D. Funds	50,000	20,000		-
820	Transfer to General Fund	-	-		-
		\$ 50,000	\$ 20,000		\$ -
	Total Requirements	\$ 138,186	\$ 159,628		\$ -
	Unappropriated Balance	\$ 88,186	\$ 139,628		\$ 138,838

SID 155 Bond Debt -

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2014
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Miscellaneous Revenue					
363000	Special Assessments				32,281
363040	Penalties and Interest				100
		\$ -	\$ -	\$ -	\$ 32,381
Investment Earnings					
371010	Investment Earnings				
		\$ -	\$ -	\$ -	\$ -
	Total Fund Revenue	\$ -	\$ -	\$ -	\$ 32,381

Beginning Fund Balance

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2014
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Transfers					
820	Transfers to Other Funds				32,381
		\$ -	\$ -	\$ -	\$ 32,381
	Unappropriated Balance	-	-		-

S.I.D. 166 FUND - 3545

Revenues	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2014
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Miscellaneous Revenue					
363020	Bond Principal & Interest Assessments	110,000	105,749	110,000	107,223
363040	Penalties and Interest	600	405	600	600
		\$ 110,600	\$ 106,154	\$ 110,600	\$ 107,823
Investment Earnings					
371010	Investment Earnings	200	81	100	100
		\$ 200	\$ 81	\$ 100	\$ 100
Other Financing Sources					
383000	Transfer from Revolving S.I.D.	50,000	20,000		-
		\$ 50,000	\$ 20,000		\$ -
	Total Fund Revenue	\$ 160,800	\$ 106,235	\$ 130,700	\$ 107,923

Beginning Fund Balance

Expenditures	Budget FY 2013	Actual FY 2013	Budget FY 2014	YTD 3/31/14	Budget FY 2014
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Debt Service					
610	Principal	70,000	70,000	70,000	70,000
620	Interest	44,000	42,468	41,000	36,623
630	Paying Agent Fee	600	300	600	600
	Total Requirements	\$ 114,600	\$ 112,768	\$ 111,600	\$ 107,223
	Unappropriated Balance	\$ 46,200	\$ (6,533)	\$ 19,100	\$ (19,799)

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PLANNING & BUILDING DEPARTMENT
510 Railway Street, PO Box 158, Whitefish, MT 59937
(406) 863-2410 Fax (406) 863-2409



June 9, 2014

Mayor and City Council
City of Whitefish
PO Box 158
Whitefish MT 59937

RE: Major Lakeshore Variance for The Lodge at Whitefish Lake at 1380 Wisconsin Avenue (WLV-14-W10)

Honorable Mayor and Council:

Summary of Requested Action: The Lodge at Whitefish Lake and Averill Family Trust are proposing a major lakeshore variance to expand an existing public marina originally approved with a PUD in May 1990. The applicant is requesting the major variance to expand the number of slips for a total of 103 slips, extend the existing gangway an additional 19.46 feet, and increase the amount of constructed area below the high water mark to 12,381 square feet. The property is located at 1380 Wisconsin Avenue and has 940.32 feet of lake frontage per COS 19648 and WLP-06-W17. The applicant has recently purchased additional lakeshore frontage, which increases their constructed area allowance and the number of slips permitted for a public marina. The major variance is requested to three sections of the Whitefish Lake and Lakeshore Regulations (WLLR): §13-3-1(L)(7)(g) regarding the number of slips permitted for a public marina based on lakeshore frontage, §13-3-1(L)(7)(b) regarding the maximum length of the dock extending over the water, and §13-3-1(L)(7)(f) regarding the amount of constructed surface permitted below the mean annual high water line for a public marina.

The Lodge at Whitefish Lake has a long history with the City of Whitefish and the Lakeshore Protection Regulations. In May of 1990, the City of Whitefish approved a Planned Unit Development for the construction of a new lodge and public marina (Ordinance 90-06). The conditions of the PUD stated that the marina shall not exceed 85 boat slips, and that the total number of slips shall be dedicated with 50% for use by homeowners, 25% for use by day/weekly rentals by resort guests (public lottery), and 25% for use as day/rental use. At this time, the applicant is requesting an amendment to their approved PUD for additional boat slips, which is in conjunction with the requested major lakeshore variance request. The applicant has recently purchased 87.32 feet of lakeshore frontage which qualifies them for 9 additional boat slips and 1,047.84 square feet in additional constructed area. The subject property has multiple approved lakeshore construction permits dating back to 1991. The first permit issued (WLP-91-23) was for the original construction of the dock. WLP-04-W09A was *approved* as an after-the-fact permit for the construction of Phase 2 of the marina. WLP-04-W09B was *approved* as an after-the-fact permit to extend the gangway 27 feet longer than what was approved under permit WLP-91-23. The original permit was approved for a gangway 60 feet long, and the actual constructed gangway was 87 feet. WLP-04-W09C was a *denied* variance

request to extend the gangway an additional 20 feet out into Whitefish Lake. WLP-04-W09D was *approved* to construct Phase 3 of the marina, including the remaining 35 boat slips. In 2006 (WLP-06-W17) was *approved* to replace the existing marina dock with a new EZ dock totaling 10,255 square feet. Finally, the most recent permit *approved* (WLV-12-W19) was a minor variance to allow one additional boat slip beyond the original 85 slips for the City of Whitefish's Fire Rescue boat. One of the conditions on the approved permit is that the marina shall not exceed the 86 boat slips for as long as the Fire Department occupies the slip; it would revert back to a total of 85 spaces when the Fire Department no longer needs the slip.

Since the marina is considered public, the allowable constructed area below the mean annual high water line shall not exceed 12 square feet for each linear foot of lakeshore frontage, which is a maximum of 11,283.84 square feet. The current constructed area below the mean annual high water line is 10,254.90 square feet. The existing float house is not included in this calculation as the City agreed in 2006 that the float house is considered a boat because it is licensed through the state. With the proposed 9 additional slips based on the newly acquired property, the total proposed constructed area would be 11,268.10 square feet. This is under the permitted constructed area by 15.74 square feet. However, the applicant is requesting a total of 18 new slips and an extension to the existing gangway of 19.46 feet in length. This increases the amount of proposed construction area to 12,381 square feet. This is over the permitted constructed allowance by 1,097.16 square feet.

Lakeshore Protection Committee Recommendation: The Whitefish Lake and Lakeshore Protection Committee met on April 9, 2014 to consider the request. Following staff's presentation and public comment, the Committee recommended the approval of the full variance request (all 18 boat slips, the dock extension, and the constructed area allowance below the high water line) with two additional conditions: 1) Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock; 2) The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet no wake zone, for a total no wake zone of 200 feet from the end of the marina dock (4-3, Malletta, Abell, and Peschel voting in opposition).

Planning Board Recommendation: The Whitefish City-County Planning Board held a public hearing on May 15, 2014 to consider the request. Following the public hearing, the Planning Board recommended approval of 9 slips, the gangway addition of 19.46 feet, and the constructed area allowance subject to the 12 conditions as contained in the staff report and adopted the staff report as findings of fact (3-2, Ellis and Roosenthal voting in opposition).

Planning & Building Department Recommendation: Staff recommends approval of the additional 9 slips based on lakeshore frontage with twelve (12) conditions set forth in the attached staff report, but recommends denial of the Major Variance for the additional 9 slips, the additional constructed area allowance, and the extension into Whitefish Lake.

Public Hearing: At the public hearing held on May 15, 2014 by the Planning Board, the applicant spoke in favor of the request. During their presentation, the applicant stated they were withdrawing their request for the additional 9 slips, but still seeking the 9 slips

based on lakeshore frontage, the additional gangway extension, and the extra constructed area. Additionally, 5 members of the public spoke at the hearing. Three of the comments were against the proposal; one comment was to have the no wake zone from the end of the dock not from the shoreline; and one comment was for informational purposes discussing past issues with the lodge and the overall conditions of Whitefish Lake.

The draft minutes from the Planning Board are attached as part of this packet.

This item has been placed on the agenda for your regularly scheduled meeting on June 16, 2014. Should Council have questions or need further information on this matter, please contact the Planning & Building Department.

Respectfully,



Bailey Minnich, CFM
Planner II

Att: Exhibit A: Recommended Conditions of Approval
Staff Report – WLV-14-W10, 6-16-14
Minutes (draft), City-County Planning Board, 5-15-14
Comments received after 5-15-14

Exhibits from 4-17-14 and 5-15-14 Planning Board Packet

1. Staff Report – WLV-14-W10, 4-17-14
2. Minutes, Lakeshore Protection Committee, 4-9-14
3. Staff Report – WLV-14-W10, 4-4-14
4. Adjacent Landowner Notice, 3-28-14
5. Advisory Agency Notice, 3-27-14
6. Resolution 05-30, 7-6-04
7. Map of Existing Slip Allocation, 4-1-14
8. Original Marina Dock Plan, 1991
9. Replacement Dock Plan, 8-30-05
10. Received Public Comment as of 5-8-14

The following were submitted by the applicant:

11. Application for Major Lakeshore Variance, 3-21-14
12. Site Plans, 3-31-14
13. Water Depth of Slips, 4-9-14

c: w/att Necile Lorang, City Clerk

c: w/o att Brian & Sean Averill

Exhibit A
LODGE AT WHITEFISH LAKE
WLV-14-W10
Recommended Conditions of Approval
JUNE 16, 2014

1. All conditions approved under City of Whitefish Resolution 05-30 and WLP-04-W9 Amended shall continue to be in effect, with the exception of the allowed total number of slips.
2. The Lakeshore Protection Zone shall be defined as the lake, lakeshore and all land within 20 horizontal feet of the average high water line at elevation 3,000.79'.
3. The proposed 9 additional slips specified on the application project drawing shall not be exceeded, and shall be constructed on the innermost dock wing only. Changes or modifications to increase any dimension or change configuration must be approved through a permit amendment.
4. Any wood used in construction of the additional 9 slips shall be untreated and left in its natural state. Use of a wood polymer composite (i.e. TREX) is strongly encouraged. Use of painted material, plywood, particle board or other glued composite board is not allowed.
5. If foam logs or similar easily damaged flotation systems are incorporated into the walkway design, said material shall be completely encased in solid wood or a suitable impervious, non-corrosive material such as a synthetic, aluminum or galvanized sheet metal to avoid the breakup or scattering of materials. Boards may be spaced up to one-half inch (1/2") apart on the bottom or drain holes may be incorporated into other materials to aid in drainage. All foam encased floating docks/gangways shall be maintained according to these standards or else be immediately and completely removed from the Lakeshore Protection Zone. All foam shall be extruded closed-cell polystyrene (blue or pink logs) unless encased in synthetic "rotomolded" floats.
6. Flotation-encased docks (i.e., Superdeck, EZ-Dock, Glacier Dock) or docks with rotomolded floats are strongly recommended for durability and longer-life.
7. No additional dock access is allowed unless included in the permit application and in the approved total dock length.
8. The dock additions shall be constructed outside of the Lakeshore Protection Zone. Upon completion the components may be brought to the lakeshore area and connected to the existing dock.
9. The marina dock shall be suitably anchored to the lake bottom to avoid drift. Anchoring methods for the dock are limited to cable; galvanized chain or nylon or polypropylene rope attached to a suitable clean weight such as solid clean concrete, rock or steel blocks.

10. This permit is valid for a period of one year from the date of issuance. Upon completion of the work, please contact the Whitefish Planning and Building Department for inspection.
11. Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock.
12. The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet no wake zone, for a total no wake zone of 200 feet from the end of the marina dock.

**LODGE AT WHITEFISH LAKE
WHITEFISH LAKE LAKESHORE PERMIT
STAFF REPORT #WLV-14-W10
JUNE 16, 2014**

Owner: Dan & Laurie Averill Family Trust
Mailing Address: P.O. Box 275
Bigfork, MT 59911

Applicant: Brian Averill
Mailing Address: 1380 Wisconsin Ave
Whitefish, MT 59937

Telephone Number: 406.863.4000
Technical Assistance: Nikki Bond
Mailing Address: 527 Skyles Place
Whitefish, MT 59937

Telephone Number: 406.250.2993
Property Legal Description: Tracts 2K, 2J also known as the Lodge at Whitefish Lake
Condos, and Amended Plat of Lot 1 Barkley Tracts also
known as the Whitefish Lake Lodge Condos, in Section 24,
Township 31N, Range 22W

Property Address: 1380 Wisconsin Avenue
Lake: Whitefish Lake
Lake Frontage: 940.32' per COS 19648 and WLP-06-W17
Project Description: Variance to add 18 additional boat slips, extend the existing
marina an additional 19.46 feet out into Whitefish Lake, and
increase the amount of constructed area below the high water
mark to 12,381 square feet.

Discussion and Background Information:

Proposal: The applicant is requesting a major variance to increase the number of boat slips from 85 to 103 (18 additional slips), extend the existing dock an additional 19.46 feet out into Whitefish Lake, and increase the amount of constructed area below the high water mark to 12,381 square feet. The applicant is requesting the variances as they have recently purchased additional lakeshore frontage, which increases their constructed area allowance and the number of slips permitted for a public marina. This request is considered a major variance rather than a minor variance because the proposal both has major deviations from the construction standards and a reasonable alternative exists. The major variance is requested to three sections of the Whitefish Lake and Lakeshore Regulations (WLLR): §13-3-1(L)(7)(g) regarding the number of slips permitted for a public marina based on lakeshore frontage, §13-3-1(L)(7)(b) regarding the maximum length of the dock extending over the water, and §13-3-1(L)(7)(f) regarding the amount of constructed surface permitted below the mean annual high water line for a public marina.

The Lodge at Whitefish Lake has a long history with the City of Whitefish and the Lakeshore Protection Regulations. In May of 1990, the City of Whitefish approved a Planned Unit Development for the

construction of a new lodge and public marina (Ordinance 90-06). This PUD was unique as it tied the lakeshore regulations to a zoning application. The conditions of the PUD stated that the marina shall not exceed 85 boat slips, the marina dock may be extended lakeward to a point where 4 feet of water is reached generally by a majority of the slips, the construction of the boat slips shall be phased along with the construction of the lodge facility, and that the total number of slips shall be dedicated with 50% for use by homeowners, 25% for use by day/weekly rentals by resort guests (public lottery), and 25% for use as day/rental use. Additional conditions pertaining to the sale of gas and other associated uses are also contained in the PUD conditions, however they are not relevant to the proposed variance request. At this time, the applicant is requesting an amendment to their approved PUD for additional boat slips, which is in conjunction with the requested major lakeshore variance request. The applicant has recently purchased 87.32 feet of lakeshore frontage which qualifies them for 9 additional boat slips and 1,047.84 square feet in additional constructed area.

Previously Approved Lakeshore Permits: The subject property has multiple approved lakeshore construction permits dating back to 1991. However, the most applicable permits include WLP-91-23, WLP-04-W09A-D, WLP-06-W17, and WLV-12-W19. The first permit issued (WLP-91-23) was for the original construction of the dock. In 2004, the applicant submitted a permit application which was split into 4 separate permit actions. WLP-04-W09A was *approved* as an after-the-fact permit for the construction of Phase 2 of the marina which included 32 boat slips. WLP-04-W09B was *approved* as an after-the-fact permit to extend the gangway 27 feet longer than what was approved under permit WLP-91-23. The original permit was approved for a gangway 60 feet long, and the actual constructed gangway was 87 feet. WLP-04-W09C was a *denied* variance request to extend the gangway an additional 20 feet out into Whitefish Lake. WLP-04-W09D was *approved* to construct Phase 3 of the marina, including the remaining 35 boat slips. Additionally, conditions of this permit specified the total 85 slips to be split up into the different categories for use. The permit application submitted in 2006 (WLP-06-W17) was *approved* to replace the existing marina dock with a new EZ dock totaling 10,255 square feet. Finally, the most recent permit *approved* (WLV-12-W19) was a minor variance to allow one additional boat slip beyond the original 85 slips for the City of Whitefish's Fire Rescue boat. One of the conditions on the approved permit is that the marina shall not exceed the 86 boat slips for as long as the Fire Department occupies the slip; it would revert back to a total of 85 spaces when the Fire Department no longer needs the slip.

Frontage and allowable constructed area: The previous lakeshore permits state the subject property has 853 feet of lakeshore frontage. The applicant has recently acquired the southern adjacent property which consists of 87.32 feet of lakeshore frontage. Therefore, the subject property now has a total of 940.32 feet of lakeshore frontage for marina calculations. Since the marina is considered public, the allowable constructed area below the mean annual high water line shall not exceed 12 square feet for each linear foot of lakeshore frontage, which is a maximum of 11,283.84 square feet.

Existing Constructed Area: As discussed in the above paragraphs, the applicant has approved permits for the existing marina dock and gangway. The current constructed area below the mean annual high water line is 10,254.90 square feet. The existing float house is not included in this calculation as the City agreed in 2006 that the float house is considered a boat because it is licensed through the state. With the proposed 9 additional slips based on the newly acquired property, the total proposed constructed area would be 11,268.10 square feet. This is under the permitted constructed area by 15.74 square feet. However, the applicant is requesting a total of 18 new slips and an extension to the existing gangway of 19.46 feet in length. This increases the amount of proposed construction area to 12,381 square feet. This is over the permitted constructed allowance by 1,097.16 square feet.

Consideration of Major Variance:

The applicant is requesting a major variance to the Whitefish Lake and Lakeshore Regulations, Construction Standards, Marinas, Public Marinas, §13-3-1(L)(7)(g) which requires “*the overall density of boats or boat slips provided shall not exceed one boat or boat slip per ten (10) linear feet of lakeshore frontage*”; §13-3-1(L)(7)(b) which requires “*in addition to subsection K...design standards for docks, the maximum length of that portion of any dock extending over water shall be one hundred feet (100’)*”; and §13-3-1(L)(7)(f) which requires “*the amount of constructed surface located below the mean annual high water line shall not exceed twelve (12) square feet for each linear foot of lakeshore frontage.*” In reviewing a major variance application, there are seven criteria that must be met prior to granting approval (§13-4-2(A)(2) WLLR):

1. Due to unusual circumstances a strict enforcement of such requirements and standards would result in undue hardship.

The applicant is requesting a variance to the number of boat slips permitted for a public marina, the length of the dock for the marina, and the amount of constructed area below the high water line. Regarding the number of boat slips, the additional lakeshore frontage acquired by the applicant permits an additional 9 boat slips. This would create 94 boat slips total. Previously approved lakeshore permits in 2004 and 2006 stated the total number of slips would be divided into three categories, 50% for long-term/homeowner lease, 25% for the yearly public lottery lease, and 25% for day use. Currently the applicant has 43 slips for long-term/homeowner lease, 21 for the public lottery, and 21 for day use. The 43 slips include 8 slips leased by Iron Horse until 2021, approved under Resolution 05-30 by the City of Whitefish on September 6, 2005. The applicant is requesting a variance to add 9 more slips than the permitted 9 based on lakeshore frontage, for a total of 18 new boat slips. All 18 of the boat slips would be available for public use, with 14 slips set aside for the public lottery system and 4 slips for the day use only. The total number for each category would be: 43 for long-term/homeowner lease, 35 for the public lottery, and 25 for day use only.

In order to facilitate the construction of the proposed 18 slips, the dock would need to be expanded in constructed surface area. The total amount needed to construct the 18 slips is 12,191.10 square feet. This is over the permitted constructed area below the high water line by 907.26 square feet. If the applicant only proposed the 9 additional slips permitted by the new lakeshore frontage, the amount of constructed area below the high water line would be 11,268.10 square feet, which is under the allowable amount of 11,283.84 by 15.74 square feet. However, in order for all of the additional slips to have the water depth needed to facilitate boat usage, the applicant is requesting a variance to the overall dock length. The applicant is proposing to increase the dock length by 19.46 feet, for a total dock length of 266.08 feet, as depicted on the submitted site plan. This equates to an addition of 189.00 square feet of constructed area. Therefore, the total amount of constructed area proposed is 12,381 square feet, which is over the amount of permitted constructed area by 1,097.16 square feet. At this time the applicant has not submitted depth calculations for how many of the existing slips are generally under 4 feet of water depth. The PUD standard states that the dock could be extended out to a point where 4 feet of water depth is generally reached by a majority of the slips. A majority of the slips would be 51% of the total slips, or 48 slips. Currently the outermost wing and lakeward side of the middle wing totals 50 slips. Therefore, unless the applicant can produce evidence that the middle wing slips do not generally reach 4 feet of water depth, the dock may not be extended under the PUD regulations.

If the applicant chose to not to apply for a variance, they could submit a plan for the 9 additional slips based on lakeshore frontage, not extend the existing dock, and be within the allowable amount of constructed area. However, they are requesting a variance in order to provide additional boat slips specifically for public use, and allow those additional boat slips to have greater water depth for boat safety. If strict enforcement of the standards is maintained, ultimately it is the public who use the marina who would actually bear the brunt of the hardship.

Finding 1: Strict enforcement of the lakeshore regulations would not result in an undue hardship to the applicant because they could add 9 new slips without the need for a variance request, they have not submitted evidence documenting the majority of the slips are generally reached by less than 4 feet of water depth, and they could construct the additional 9 slips within the allowable constructed area for the amount of lakeshore frontage.

2. No reasonable alternatives exist which do meet the standards herein.

As discussed in the above paragraph, the applicant does have an alternative which exists to meet the standards of the lakeshore regulations. The first 9 proposed slips are permitted by the lakeshore regulations based on the newly acquired amount of lakeshore frontage. Additionally, the applicant could construct the 9 new slips and still be under the permitted constructed area below the mean annual high water line. They also do not need to construct a 19.46 long extension onto the dock, as the existing marina is accessible for the majority of the summer and has been for a number of years. However, the applicant is requesting the deviations to these three sections of the lakeshore regulations in order to provide 18 additional slips specifically for public use and to increase the water depth of those slips to approximately 4 feet allowing better navigation to the slips and alleviating potential damage to boat motors cause by shallow water depth.

Finding 2: The proposed application for 18 additional slips does not meet the criteria because a reasonable alternative exists which does meet the lakeshore regulations and consists of adding 9 new slips, based on the recently acquired lakeshore frontage, within the constructed area allowance for the total amount of lakeshore frontage.

3. Granting of the variance will not have adverse impacts on a lake or lakeshore in terms of the Policy Criteria for Issuance of a Permit.

The Policy Criteria for all permits include:

- A. *Materially diminish water quality;*
- B. *Materially diminish habitat for fish or wildlife;*
- C. *Interfere with navigation or other lawful recreation;*
- D. *Create a public nuisance or public safety hazard;*
- E. *Create a visual impact discordant with natural scenic values, as determined by the governing body, where such values form the predominant landscape elements; and,*
- F. *Alter the characteristics of the shoreline.*

The proposed variance for the marina expansion is not anticipated to materially diminish water quality, diminish fish or wildlife habitat, alter the characteristics of the shoreline, create a public nuisance, or create a safety hazard more than what has been previously approved and already exists. The applicant has submitted an Environmental Impact Statement as required by the lakeshore regulations for a major

variance. The EIS indicates the dock will be constructed of materials permitted under the lakeshore regulations for floating docks. Additionally, the EIS discusses the that marina is closely situated to one of the Whitefish Lake Institute’s monitoring sites, Viking Creek, which collected water chemistry and discharge data. Since the Whitefish Lake Institute began collected data in 2007, results have not indicated a threat from the marina which would trigger action under the lakeshore regulations for removal or modification of the site. The marina has been in existence since its approval in 1990, and is the only public marina located on Whitefish Lake. Additionally the marina will be located approximately 240 feet from the end of the proposed wing additions to the southern property riparian boundary, and approximately 220 feet from the end of the existing wing to the northern property riparian boundary. The lakeshore regulations require a minimum of 100 feet to remain open between any portion of the marina dock and the side riparian boundaries.

The existing marina dock extends approximately 247 feet out into Whitefish Lake from the mean annual high water line. The applicant is proposing to extend the dock an additional 19.46 feet further into the lake, for a total length of 266.08 feet. Under the marina lakeshore standards, the maximum length of a dock extending over the water shall be 100 feet. However, the dock was approved to be well over that dimension under the original 1991 lakeshore permit (WLP-91-23) and subsequent lakeshore permit approvals in 2004 and 2006 (WLP-04-W09B and WLP-06-W17) so it could continue to meet a minimum 4 feet water depth. Based on the distance the marina dock is to the adjacent properties, it does not appear that the proposed extension 19.46 feet further into the lake would affect navigation or other recreation more than what currently exists. The regulations do state that a distance of 100 feet waterward from the dock’s end may be required to be identified by buoys placed in the lake to indicate a reduced boat speed. This criteria may be added as a potential condition to limit any impacts the dock may have on other lake recreation or adjacent properties.

Finding 3: Granting of the variance request would not have adverse impacts on the lake or lakeshore in terms of the policy criteria because the marina expansion is not anticipated to materially diminish water quality, diminish fish or wildlife habitat, or alter the characteristics of the shoreline more than what has been previously approved and already exists, and the data collect from the Whitefish Lake Institute’s monitoring site near the subject property has not included results that indicates a threat to Whitefish Lake from the existing marina.

4. Alternatively to subsections a & b (items 1 & 2 listed above), the granting of a variance would result in a general and universal public benefit.

The applicant has stated that all 18 of the proposed additional slips would be for public benefit. 14 of the new slips would be placed in Category B – for the seasonal public lottery, and the remaining 4 slips would be placed in Category C – for the day use only. The number of Category A slips – those for long-term or homeowner lease, would remain the same at a total of 43 slips. The new 18 slips would increase the number in Category B to a total of 35 slips and Category C to a total of 25 slips.

However, a consideration to the public benefit of the additional slips must be the overall cost of leasing a seasonal slip or renting a day use slip, which is somewhat beyond what an average citizen can afford. The lakeshore regulations define a public marina as *‘providing boat slips and/or services, without restriction, to the general public.’* Furthermore, the marina standards for a public marina state that *‘the governing body may set other slip allocation, usage and rental fee criteria which it may determine necessary to assure equitable access by the general public.’* If the new slips are to

be considered a public benefit, then one thought to consider is the slips in Category B and C should be equally accessible for purchase by all members of the general public. This criteria may be added as a potential condition to assure that the additional 18 slips result in a universal public benefit for all users of Whitefish Lake.

Finding 4: The granting of the variance request for 18 additional slips would result in an increased number of slips for the general public to lease during the yearly public lottery; however, this consideration must be weighed on the overall cost of leasing a slip which is beyond what the average citizen can afford, and therefore may not be equally accessible for purchase by all members of the general public as outlined in the criteria for a public marina.

Conclusion: Based on the Findings of Fact above, the submitted application does not meet the general criteria for approval of a variance.

Lakeshore Protection Committee Recommendation: The Whitefish Lakeshore Protection Committee recommends the approval of the full variance request (all 18 boat slips, the dock extension, and the constructed area allowance below the high water line) with two additional conditions: 1) Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock; 2) The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet no wake zone, for a total no wake zone of 200 feet from the end of the marina dock. The motion was approved with a 4-3 vote.

Whitefish City-County Planning Board Recommendation: The Planning Board held a public hearing on May 15, 2014. Following the public hearing, the Planning Board recommended approval of 9 slips, the gangway addition of 19.46 feet, and the constructed area allowance subject to the 12 conditions as contained in the staff report and adopted the staff report as findings of fact. The motion was approved with a 3-2 vote.

Staff Recommendation: The Whitefish Planning Department staff recommends approval of additional 9 slips based on lakeshore frontage, but recommends denial of the Major Variance and lakeshore construction permit request for the additional 9 slips, the additional constructed area, and the extension into Whitefish Lake to the Whitefish Planning Board and Whitefish City Council subject to the following conditions:

Recommended Conditions of Approval:

1. All conditions approved under City of Whitefish Resolution 05-30 and WLP-04-W9 Amended shall continue to be in effect, with the exception of the allowed total number of slips.
2. The Lakeshore Protection Zone shall be defined as the lake, lakeshore and all land within 20 horizontal feet of the average high water line at elevation 3,000.79'.
3. The proposed 9 additional slips specified on the application project drawing shall not be exceeded, and shall be constructed on the innermost dock wing only. Changes or modifications to increase any dimension or change configuration must be approved through a permit amendment.

4. Any wood used in construction of the additional 9 slips shall be untreated and left in its natural state. Use of a wood polymer composite (i.e. TREX) is strongly encouraged. Use of painted material, plywood, particle board or other glued composite board is not allowed.
5. If foam logs or similar easily damaged flotation systems are incorporated into the walkway design, said material shall be completely encased in solid wood or a suitable impervious, non-corrosive material such as a synthetic, aluminum or galvanized sheet metal to avoid the breakup or scattering of materials. Boards may be spaced up to one-half inch (1/2") apart on the bottom or drain holes may be incorporated into other materials to aid in drainage. All foam encased floating docks/gangways shall be maintained according to these standards or else be immediately and completely removed from the Lakeshore Protection Zone. All foam shall be extruded closed-cell polystyrene (blue or pink logs) unless encased in synthetic "rotomolded" floats.
6. Flotation-encased docks (i.e., Superdeck, EZ-Dock, Glacier Dock) or docks with rotomolded floats are strongly recommended for durability and longer-life.
7. No additional dock access is allowed unless included in the permit application and in the approved total dock length.
8. The dock additions shall be constructed outside of the Lakeshore Protection Zone. Upon completion the components may be brought to the lakeshore area and connected to the existing dock.
9. The marina dock shall be suitably anchored to the lake bottom to avoid drift. Anchoring methods for the dock are limited to cable; galvanized chain or nylon or polypropylene rope attached to a suitable clean weight such as solid clean concrete, rock or steel blocks.
10. This permit is valid for a period of one year from the date of issuance. Upon completion of the work, please contact the Whitefish Planning and Building Department for inspection.
11. Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock.
12. The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet no wake zone, for a total no wake zone of 200 feet from the end of the marina dock

Report by: Bailey Minnich

terminate unless commencement of the authorized activity has begun. (§11-7-8)

Ellis asked what the City is going to do with E. 8th Street; Compton-Ring said they might turn it into a trail. Reeves asked if there are any regulations on modulars inside the city. Compton-Ring said they will be put on a foundation and they will only be there for 4 years.

APPLICANT/AGENCIES

Ron Nash from Montana Creative and Design was there for any questions. Ellis asked if they will be building on this site or moving. Ron said he thought they are looking for another location as this area would not be big enough.

PUBLIC HEARING

None.

MOTION

Reeves moved and Roosenthal seconded to adopt staff report WCUP 14-01 as findings-of-fact and recommend to the Whitefish City Council that the Whitefish Christian Academy temporary modular classroom request be approved subject to the 6 conditions.

BOARD DISCUSSION

None.

ROLL CALL

The motion passed unanimously on a vote by acclamation. This item is scheduled to go to Council on June 2, 2014.

UNSEATING OF BOARD MEMBER

Wurster recused himself.

THE LODGE AT WHITEFISH LAKE & AVERILL FAMILY TRUST ARE PROPOSING A MAJOR LAKESHORE VARIANCE

The Lodge at Whitefish Lake and Averill Family Trust are proposing a major lakeshore variance to expand an existing public marina originally approved with a PUD in May 1990. The applicant is requesting the major variance to expand the number of slips for a total of 103 slips. The variance also requests to extend the existing gangway an additional 19 feet, and increase the amount of constructed area below the high water mark. The property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West.

STAFF REPORT WLV-14-W10

Planner Minnich said she will combine both the lakeshore variance and PUD amendment files into one presentation but they will still need to have separate motions.

Planner Minnich will go through the variance first which is for Dan and Laurie Averill Family Trust located at 1380 Wisconsin Avenue. The subject property has 940.32 feet of lake frontage per COS 19648 and WLP-06-W17. The applicant is requesting a major

variance to increase the number of boat slips from 85 to 103 (18 additional slips), extend the existing dock an additional 19.46 feet out into Whitefish Lake, and increase the amount of constructed area below the high water mark to 12,381 square feet. The applicant has recently purchased additional lakeshore frontage, which increases their constructed area allowance and the number of slips permitted for a public marina. The major variance is requested to three sections of the Whitefish Lake and Lakeshore Regulations (WLLR): §13-3-1(L)(7)(g) regarding the number of slips permitted for a public marina based on lakeshore frontage, §13-3-1(L)(7)(b) regarding the maximum length of the dock extending over the water, and §13-3-1(L)(7)(f) regarding the amount of constructed surface permitted below the mean annual high water line for a public marina.

The Lodge at Whitefish Lake has a long history with the City of Whitefish and the Lakeshore Protection Regulations. In May of 1990, the City of Whitefish approved a Planned Unit Development for the construction of a new lodge and public marina (Ordinance 90-06). The conditions of the PUD stated that the marina shall not exceed 85 boat slips, and that the total number of slips shall be dedicated with 50% for use by homeowners, 25% for use by day/weekly rentals by resort guests (public lottery), and 25% for use as day/rental use. At this time, the applicant is requesting an amendment to their approved PUD for additional boat slips, which is in conjunction with the requested major lakeshore variance request. The applicant has recently purchased 87.32 feet of lakeshore frontage which qualifies them for 9 additional boat slips and 1,047.84 square feet in additional constructed area.

Previously Approved Lakeshore Permits: The subject property has multiple approved lakeshore construction permits dating back to 1991. The first permit issued (WLP-91-23) was for the original construction of the dock. WLP-04-W09A was *approved* as an after-the-fact permit for the construction of Phase 2 of the marina. WLP-04-W09B was *approved* as an after-the-fact permit to extend the gangway 27 feet longer than what was approved under permit WLP-91-23. The original permit was approved for a gangway 60 feet long, and the actual constructed gangway was 87 feet. WLP-04-W09C was a *denied* variance request to extend the gangway an additional 20 feet out into Whitefish Lake. WLP-04-W09D was *approved* to construct Phase 3 of the marina, including the remaining 35 boat slips. In 2006 (WLP-06-W17) was *approved* to replace the existing marina dock with a new EZ dock totaling 10,255 square feet. Finally, the most recent permit *approved* (WLV-12-W19) was a minor variance to allow one additional boat slip beyond the original 85 slips for the City of Whitefish's Fire Rescue boat. One of the conditions on the approved permit is that the marina shall not exceed the 86 boat slips for as long as the Fire Department occupies the slip; it would revert back to a total of 85

spaces when the Fire Department no longer needs the slip.

The applicant has recently acquired the southern adjacent property which consists of 87.32 feet of lakeshore frontage. Therefore, the subject property now has a total of 940.32 feet of lakeshore frontage for marina calculations. Since the marina is considered public, the allowable constructed area below the mean annual high water line shall not exceed 12 square feet for each linear foot of lakeshore frontage, which is a maximum of 11,283.84 square feet.

The current constructed area below the mean annual high water line is 10,254.90 square feet. The existing float house is not included in this calculation as the City agreed in 2006 that the float house is considered a boat because it is licensed through the state. With the proposed 9 additional slips based on the newly acquired property, the total proposed constructed area would be 11,268.10 square feet. This is under the permitted constructed area by 15.74 square feet. However, the applicant is requesting a total of 18 new slips and an extension to the existing gangway of 19.46 feet in length. This increases the amount of proposed construction area to 12,381 square feet. This is over the permitted constructed allowance by 1,097.16 square feet.

The PUD standard states that the dock could be extended out to a point where 4 feet of water depth is generally reached by a majority of the slips. A majority of the slips would be 51% of the total slips, or 48 slips. Currently the outermost wing and lake ward side of the middle wing totals 50 slips. Therefore, unless the applicant can produce evidence that the middle wing slips do not generally reach 4 feet of water depth, the dock may not be extended under the PUD regulations.

If the applicant chose to not to apply for a variance, they could submit a plan for the 9 additional slips based on lakeshore frontage, not extend the existing dock, and be within the allowable amount of constructed area. As previously discussed, the applicant does have an alternative which exists to meet the standards of the lakeshore regulations and consists of adding 9 new slips, based on the recently acquired lakeshore frontage, within the constructed area allowance for the total amount of lakeshore frontage.

The proposal would not have adverse impacts on the lake or lakeshore in terms of the policy criteria because the marina expansion is not anticipated to materially diminish water quality, diminish fish or wildlife habitat, or alter the characteristics of the shoreline more than what has been previously approved and already exists, and the data collect from the Whitefish Lake Institute's monitoring site near the subject property has not included results that indicates a threat to Whitefish Lake from the existing marina.

The applicant has stated that all 18 of the proposed additional slips would be for public benefit. 14 of the new slips would be placed in Category B – for the seasonal public lottery, and the remaining 4

slips would be placed in Category C – for the day use only. However, a consideration to the public benefit of the additional slips must be the overall cost of leasing a seasonal slip or renting a day use slip, which is somewhat beyond what an average citizen can afford.

Lakeshore Protection Committee Recommendation: The Whitefish Lakeshore Protection Committee recommends the approval of the full variance request (all 18 boat slips, the dock extension, and the constructed area allowance below the high water line) with two additional conditions: 1) Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock; 2) The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet no wake zone, for a total no wake zone of 200 feet from the end of the marina dock. The motion was approved with a 4-3 vote.

The Whitefish Planning Department staff recommends approval of additional 9 slips based on lakeshore frontage, but recommends denial of the Major Variance and lakeshore construction permit request for the additional 9 slips, the additional constructed area, and the extension into Whitefish Lake.

THE LODGE AT WHITEFISH LAKE AND AVERILL FAMILY TRUST ARE PROPOSING AN AMENDMENT TO THE EXISTING PUD

The Lodge at Whitefish Lake and Averill Family Trust are proposing an amendment to the existing PUD originally approved in May 1990. The property is currently developed with a lodge and marina, which are completed in 2005. The marina is currently limited to 85 slips per the original PUD. The applicant is proposing to amend the PUD to allow for additional slips based on recently acquired lakefront property. The applicant is request a total of 18 new slips, for a total of 103 slips. The property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West.

STAFF REPORT WPUD-14-03

Planner Minnich moved onto the PUD amendment which is a request by The Lodge at Whitefish Lake and Dan Averill Family Trust for an amendment to an existing Planned Unit Development (PUD). The applicant is proposing to increase the number of boat slips permitted in the associated marina and extend the dock further out into Whitefish Lake. The site is currently accessed from an existing approach off Wisconsin Aveune.

A Planned Unit Development (PUD) amendment is being sought at this time because the original PUD specifically included conditions regarding the lakeshore construction standards. Under the Planned

Unit Development District requirements within the Zoning Regulations, lakeshore protection standards may not be deviated from through a PUD overlay. However, the PUD as approved in May 1990 (Ordinance 90-06) included specific conditions related to the associated marina. The applicant is proposing to amend two of the conditions, specifically #17 & #18:

Condition 17: That the marina shall not exceed 85 boat slips.

Condition 18: That the marina may be extended lakeward to a point where four (4) feet of water is reached generally by a majority of the slips.

Condition #17 of the original PUD states that the marina shall not exceed 85 boat slips. This number was based on the amount of lakeshore frontage the applicant owned at the time of PUD approval. A public marina is entitled to 1 boat slip per 10 linear feet of lakeshore frontage (§13-3-1(L)(7)(g) WLLR). At the time of PUD approval, the applicant had a total of 853 feet, which equaled 85 slips. Recently the applicant purchased the adjacent property to the south, increasing the lakeshore frontage by 87.32 feet for a total of 940.32. This would permit the total number of boat slips to increase to 94 slips. One of the conditions on the approved permit is that the marina shall not exceed 86 boat slips for as long as the Fire Department occupies the slip; it would revert back to a total of 85 spaces when the Fire Department no longer needs the slips. The number of boat slips would actually be increased to 95 slips. However, in addition to the new 9 slips based on lakeshore frontage, the applicant is proposing an additional 9 slips for public use, for a new total of 18 slips. This would increase the number of boat slips for a total of 103 slips (104 with the Fire Department slip).

Regarding Condition #18, the applicant is not proposing to amend the specific language, but utilize the condition in order to grant an extension of the dock further out into Whitefish Lake.

Benefits Provided. In exchange for the additional 9 slips requested, the applicant is providing the following benefit:

- All of the 18 proposed boat slips will be for public use. 14 of the proposed slips will be included in the seasonal public lottery – Category B, and the remaining 4 will be utilized for day use only – Category C.

The subject property is currently developed with Condominiums for the Whitefish Lake Lodge and the Lodge at Whitefish Lake. The recently acquired property to the south is currently undeveloped. The property is zoned WRB-2/PUD (General Resort Business District with a PUD overlay) and WR-3 (Low Density Multi-Family Residential District).

This request is reviewed in accordance with the Whitefish City-County Growth Policy, the City of Whitefish Zoning Regulations,

and the City of Whitefish Lake and Lakeshore Protection Regulations.

The property is zoned WRB-2 (General Resort Business District) with a Planned Unit Development overlay. The WRB-2 district is intended to provide for the development of high density resort oriented uses usually identified with a tourist or convention destination center. Per §11-2S-5, any proposed deviation from the adopted standards must be justified as a clear public benefit.

The proposal will not affect environmentally sensitive areas because the request is not modifying the overall design of the subject property approved as part of the original PUD application. There will be no impacts to wildlife habitat or corridors because the marina has been in existence since the 1990s, and the expansion will not include any additional structures. It is not anticipated that the proposed amendment will impact the usable open space of the subject property. The applicant is not proposing any additional structures or residences with this application, only requesting the number of boat slips to be increased based on the recently purchased lakeshore frontage. The amendment request would not alter the character and qualities of the surrounding residential neighborhoods.

While the current application does not include the construction of any new structures, the proposal is an efficient use of infill because the recently purchased property is currently vacant and the lot is surrounded by both residential and commercial development, making efficient use of existing infrastructure. The proposed change to the PUD does not affect existing land uses. The WRB-2/PUD will be extended to encompass the recently purchased property to the south in order for the lakeshore frontage to be utilized for additional boat slips. However, no additional structures are proposed at this time on the new property.

The proposed amendment will continue to facilitate street continuity and connectivity because no changes to the existing roadway, paths or internal traffic circulation are proposed. The proposed amendment will continue to provide pedestrian and bicycle facilities because there are no modifications proposed which would affect the existing bike path located across Wisconsin Avenue.

The applicant is not proposing an affordable housing component as part of the requested amendment. The applicant has not submitted the amendment to increase the density of the property so providing affordable housing is not necessary.

All commercial buildings would be subject to the Architectural Review Committee approval which requires varied exteriors. The

existing PUD will continue to provide a variety of residential structures. The Growth Policy designates this area as Resort Residential and Urban. The WRB-2/PUD zoning is consistent with the Resort Residential designation. The subject property complies with the Whitefish City-County Policy because the WRB-2/PUD zoning is consistent with the Resort Residential designation.

If the major lakeshore variance is approved by the Whitefish City Council, the PUD amendment would not be a deviation of the lakeshore standards. However, a determination of the overall public benefit is directly tied to the lake and lakeshore regulations.

The lakeshore regulations include specific design standards for both public and private marinas which permit certain benefits such as increased amounts of constructed area within the lake and lakeshore protection zone, greater numbers of boat slips, or retail sales and services including gas sales.

The additional boat slips and extension do have a potential of impacting the lake and lakeshore, as well as neighboring property owners and navigational concerns. Some concerns of the marina expansion are the effect of boats on the sedimentation in the shallow bay and the increase in boat traffic. During the Lakeshore Protection Committee meeting on April 9, 2014 the applicant presented information documenting the majority of the existing slips do not have 4 feet of water depth. This could create a potential navigational problem with neighboring dock owners as well as the shallow water and larger boulders located throughout the bay.

The applicant has stated that all 18 of the slips will be dedicated for public benefit. Staff has concerns that the total 18 slips may continue to present an environmental and navigational impact to the lake and lakeshore. Whitefish Lake Institute supported moving the marina 19.46 feet further into the lake as apparently prop wash in shallow water creates an environmental disturbance. Staff continues to support their recommendation that only the 9 slips based on lakeshore frontage should be approved, unless documentation can be provided that the additional boat slips will not create an unwarranted disturbance to the existing character of the area.

While the marina is not immediately adjacent to the wetland, it would be logical that the wetland and the lake are connected to each other based on the existing topography of the sites. With the proposed slips extensions, the dock would be approximately 240 feet from the southern property riparian boundary, and approximately 220 feet from the northern property riparian boundary. The travel lanes between the multiple wings of the existing dock are between 30-40 feet, which is adequate for safe boat travel.

Because of concerns with the extension further into the lake creating a navigational hazard, the overall quality of water in Monks Bay, impacts to the neighboring property owners who have submitted comments against the proposal, and that the additional slips do not appear to be an adequate public benefit to warrant a major deviation from the lakeshore standards. Staff is more comfortable with the idea of extending the dock and providing 18 new public boat slips than we were prior to the Whitefish Lakeshore Protection Committee meeting. After hearing testimony about the environmental impacts of having the marina in such shallow water and seeing the water depth report. However, we are still unable to fully support the dock extension and variance to the constructed area, so we continue to support only 9 new public boat slips. If the Planning Board and City Council feel the entire proposal for 18 slips should be approved, staff recommends striking Finding #13 from the staff report.

It is recommended that the Whitefish City-County Planning Board adopt the findings of fact in staff report #WPUD-14-03 and recommend to the Whitefish City Council that the Amendment to Planned Unit Development of the Lodge at Whitefish Lake be **approved** subject to the original conditions of approval and the following new condition:

17: That the marina shall not exceed 94 boat slips, not including the slip utilized by the City of Whitefish Fire Department rescue boat (total 95).

APPLICANT

Sean Averill said there are a lot of demands for more slips and with them buying more property this would give them 9 more slips so they thought they would ask for 18. But they would be ok with 9 slips if they could get the 19' extension. Roosenthal asked how many more day use slips would they have with the additional 9 slips and Sean said it would be 2 more making it a total of 9 to 10 total. Roosenthal asked if they could refigure so there would not be as big of a footprint of the lake.

PUBLIC HEARING

Judy Pettinato, 440 Parkway Drive, she said her family on lived on Monks Bay since 1957. She would like to see them deny the variance and PUD amendment for the safety of the public. With more water traffic coming and going in this bay it is not safe to be in the water. The mud is deeper in the shallow end and they do have to pull up their motor. They all leave a trail of mud when they leave the lodge as it is now. Monks bay is not deep or big. She is against the 19 ft. extension and if he is able to do this then we all should be able to do the same thing. We all have to go through loops do our docks. Please say no to these 2 requests.

Marcia Sheffels, 450 Park Way Drive, her parents built on their property in 1954. Enough already. They have little respect for the surrounding property owners. Please consider denial of the 9 slips and the 19 ft. extension.

Donna Emerson President of the Wildwood Homeowners Assoc. said they would like to see a no wake zone at the end of the dock not 100 ft. from shore.

Jim Stack is a resident of Whitefish Lake and former chairman on the Lakeshore Committee. Through a lot of negotiations and agreements with the lodge it has become an asset to Whitefish lake. The permit that is being applied for is because of the property they bought would give them a 9 additional slips not 18 slips. If they are given the 18 slips, this would set a precedent for the future. The depth on the lake does get shallower in July. Before it would be shallower in August, however here are a lot more people pulling water from the lake. The number 9 does meet the regulations without pushing them further into the lake. Jim said if somebody else were to have bought this property they could also have their own marina which would be making this worse for everybody.

Kole Abel, 355 Lost Coon Trail, who is on the Lakeshore Committee said the vote was 4 to 3. If you let them extend their docks another 19 ft. it would not be fair to the other property owners who are limited to 60 ft. Ellis asked if they were to come to the Lakeshore Committee to ask if they could dredge the area would the committee let them. Kole said he could not speak for anybody else but he would say no.

Sean Averill said they are the only public marina so it is different. Reeves asked if they could put the slips on the south side or would they be closer to neighbors. Sean said they would like to go on the north side to make the third wing the same length as the others. Ellis also questioned if they could be all 9 on the south end and if on the north end if they would be using the existing channel. Roosenthal questioned if it is currently 264 feet and what the overall length would be if they add the 19 feet.

MOTION

Workman moved and Gunderson seconded to adopt staff report WLV-13-W10 as findings-of-fact and recommend to the Whitefish City Council that the Whitefish Lakeshore Permit request be approved for 9 slips, the gangway addition of 19 feet and also for constructed area allowance subject to the 12 conditions.

BOARD DISCUSSION

Reeves asked if they do the 9 slips to the south then they would not go over the allotted square footage for the dock and would not need a variance but they would need a variance for the 19'. Even with the 9 slips the PUD would have to be amended because the PUD says

only 85 slips at this time. Ellis asked if they would consider going in order so they could decide 9 slips and move to the 19'. Gunderson asked if we need to vote for each, Planner Minnich said you have to have a motion for variance and a second one for the PUD. Gunderson said the neighbors are concerned with less water quality and taking up more water space. They would like to see no more improvements. Reeves concern was if they allow the variance of 19' would this open it up for more variance coming in asking for longer docks. Director Taylor said this is a unique situation as they are the only public marina on the lake. Gunderson asked if the recommendations that came from the Lakeshore Committee were for the no wake zone from the end of the dock or would they go out 100'. Planner Minnich said there were two conditions that were added by the Lakeshore Protection Committee which were Condition #11: Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock and Condition #12: The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet on wake zone, for a total no wake zone of 200 feet from the end of the marina dock. Workman said there is nobody else that knows what is going on with the lake better than Jim Stack and his comments were important for wanting to add the 19', and Whitefish Lake is owned by the State of Montana and there not enough access for the people, and that is why he is 100% for this motion.

ROLL CALL

The motion passed with Workman, Gunderson and Reeves voting in favor and Ellis and Roosenthal voting in opposition This item is scheduled to go to Council on June 16, 2014.

PUBLIC HEARING WPUD-14-03

This was completed with the Public Hearing for the Major Lakeshore Variance WLC-14-W10.

MOTION

Ellis moved and was seconded by Workman to adopt staff report WPUD 14-03 as finding-of-facts and recommend to the Whitefish City Council that the PUD amendment be approved subject to the 35 conditions with the new conditions #17 as recommended by City Staff.

ROLL CALL

The motion passed unanimously on a vote by acclamation. This item is scheduled to go before the Council on June 16, 2014.

RE-SEATING OF BOARD MEMBER

Wurster was re-seated.

440 Parkway Drive
Whitefish, MT 59937

Whitefish Pilot
Copy Whitefish City Council

Dear Editor,

When we were young, we believed in taking care of Whitefish Lake. Now I hear stories about Averill breaking the Whitefish Lake Committee rules: From the Whitefish Pilot, June 9, 2005:

[Several lakeshore committee members claimed the lodge has not cooperated with the design of the marina since 1991, and has continued to be out of compliance...

"We want to make sure the marina serves the public," said committee member Marian Kibbe. "From what we've seen, it's acting like a private marina that serves its condominiums and its hotel."]

Now The Lodge at Whitefish Lake has bought adjacent property, so the rules already allow him to expand 9 slips laterally. He doesn't need to expand farther into the middle of the bay. The number of boat slips is a distraction. Averill wants to go farther into Monk's Bay because the water levels are lower near the shore.

Swimming in the lake is pretty ugly especially in August. The crud floating in the water is unbelievable! By the middle of July, the depth from our dock is extremely low. Jim Stack, the former head of the lake committee, stated the very low water used to come at the end of August instead of the middle of July.

Stack explains that the water is lower in the summer because Iron Horse and Whitefish Lake golf courses pump gallons from the lake. Instead of granting Averill a permit to extend his dock further, the City needs to monitor the amounts of water pumped from the lake and the allowed months; to maintain the water level.

If the City Council allows Averill to extend his dock, it needs to let the rest of the property owners in the bay extend their docks. Only fair. We'll meet in the middle of the bay! Ultimately, the more boats, the more likely a tragedy. My Dad died in this bay in 1970. He was hit by a boatload of drinkers.

Let your voice be heard. Attend the City Council meeting June 16, 2014 @ 7:10 PM or write a letter.

Judy Pettinato 862-5309

06-09-14 P01:39 RCVD

Bailey Minnich

From: Necile Lorang <nlorang@cityofwhitefish.org>
Sent: Friday, June 06, 2014 1:09 PM
To: bminnich@cityofwhitefish.org
Subject: Fwd: Marina expansion

Follow Up Flag: Follow up
Flag Status: Flagged

----- Original Message -----

Subject: Marina expansion

Date: Fri, 6 Jun 2014 12:16:41 -0600

From: Donna Emerson <donnawf@gmail.com>

To: nlorang@cityofwhitefish.org <nlorang@cityofwhitefish.org>

Wildwood Homeowners Association
1330 Wisconsin Avenue
Whitefish MT. 59937

Regarding: Whitefish Lodge Marina Expansion

To Whitefish City Council

We are just south of the Whitefish Lake Lodge on Monk's Bay. We would like to support the addition of 9 boat slips and the expansion of the dock by 19 feet as long as the boat slips are located on the north end of the dock. In addition we agree with the recommendations of the Whitefish Lake Protection Committee that there exist a 100 foot no wake zone and possibly a 200 foot zone if approved by the Fish and Game. We feel buoys should be placed indicating that it is a no wake zone and that Whitefish Lake Lodge should have some responsibility in monitoring it.

Thank you for considering these recommendations

Donna Emerson
President of Wildwood HOA
donnawf@gmail.com

Sent from my iPad



May 11, 2014

To: Whitefish City County Planning Board

Re: The proposed dockage changes at The Lodge

Ever since Dan Averill and his sons established their beach head on Whitefish Lake, they have continually violated or asked for variances regarding restrictions in zoning, building laws, wet lands, the PUF overlay and lakeshore regulations. Now, they're at it again. They seem to think that the regulations either don't apply to them or that the Lodge is so important to the City of Whitefish that they deserve these variances.

I was on the Whitefish Lakeshore Protection Committee for thirteen years and we spent more time with their ongoing deliberate violations and requests for variances than with any other permits. Many times, it was incumbent upon the members to ferret out the truth from the distortions. I don't recall how many times that the Averills requested one thing and then changed it. Dan Averill told us that the house boat he purchased (which was a former dockage installation boat) was going to serve food out in the lake. However, his manager at that time told us that they always intended to hook it to the dock system to provide a rental/gas/cash booth. It was! The dockage at the lodge had to be measured many times because often a dock piece was "accidentally" added or a requested variance was not in compliance. Originally the dockage was intended to be "private" but when the Averills found out that it significantly limited the number of slips they could have, it was re-classified as "public". When they were forced to have a drawing for the few slips allotted to the public, a member of the Committee always had to be present to insure compliance.

They recently purchased the two lots south of their property at a price reportedly below the appraised value. The heirs could not afford the property taxes and had to sell. The Averills have now requested that they be allowed to expand the marina to add fourteen more boat slips and they'd like to extend this monstrous dockage system another 19-20 feet into the lake. This system is located in a very shallow and congested bay. Those homeowners from the south boundary of the marina all around Monk's Bay and along the shoreline to the Glenwood Homeowner's boat dock all deal with shallow water. If every owner were allowed to extend their dock out into the lake as far as the Averills want, a person could just walk their way around the bay on the extended docks. Surely those people with boat slips at the marina can learn to raise their motors and paddle in and out like the rest of their neighbors do. More congestion in this area is certainly not warranted and granting this variance would open a can of worms with regard to others requesting a

dock length variance. I believe the current constructed area of the dock system is already greater than has been allowed and there are no guarantees that they would comply with a new variance in size.

They obviously notified all those who hold boat slips or those who have applied for one in the past and asked for letters of support for the expansion. Of course, they neglected to inform any of the neighbors of the plans, and they had to read it in the newspaper. When someone purchases a piece of property that does not have lake access and then buys a boat, they should not complain about the lack of boat slips. If all off-lake shore owners who want boat slips would just get together, they could purchase land at the north end of the lake and start putting in dockage because the boat traffic at that end is very low as opposed to the south part of the lake. It would also probably be cheaper than renting a slip at the Lodge.

Some believe that the lake has plenty of room for more boat traffic. It does—at mid lake and to the north. The owners of property from the City Beach launch site to the Lodge experience heavy boat traffic, lots of wave action and noise from the wave runners as they seem to like to show off close to shore. There is also the noise factor coming from the boats with loud amplifiers and from the Lodge with their “music” which often plays late in the evening.

I can think of no reason to grant the Averill’s latest request for expansion nor for the request to move the dockage further out into the lake. It certainly does not seem to meet the criteria for any variance.

Jane Seely Solberg

Box 187

Whitefish, MT 59937

Ph: 862-2859



May

13, 2014

Dear Mr. Taylor,

We are residents of the Glenwood Homeowner's Association on Whitefish Lake and are writing you regarding the Lodge's proposed marina expansion. Please forward this letter to the Whitefish City - County Planning Board and City Council.

We are opposed to any planned expansion by the Lodge, other than what is permitted by current code. We are of the opinion that Monk's Bay already has an exorbitant amount of boat traffic. It has been our experience over the last five years that the southern end of the Lake has become nearly unnavigable due to the increased, unregulated boat traffic between City Beach, the State Park and the Lodge.

We are particularly dismayed by the Lakeshore Committee's recommendation to create a 100-200 ft no wake zone. What this means for homeowners like us is that large boats come into Monk's Bay at high speed and come to a halt right in front of our homes, creating very large waves, or accelerate very quickly as they leave the no wake zone, having the same effect.

Most importantly, we don't think the additional slips and moving the dock further into the Lake are in the public interest. The decrease in quality of life for Lake residents and the degradation of the Lake by far outweigh the benefits.

Sincerely,

Timothy and Suzanne Lees
310 Glenwood Road

Jerry and Debbie Dunst
240 Glenwood Road

Graham and Susan Kemsley
250 Glenwood Road

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Monday, May 12, 2014 2:41 PM
To: 'Bailey Minnich'
Subject: FW: marina at the lodge

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Important

FYI

-----Original Message-----

From: Martha O. Coulam. [mailto:mocoulam@comcast.net]
Sent: Monday, May 12, 2014 12:54 PM
To: dtaylor@cityofwhitefish.org
Subject: marina at the lodge

Mr Taylor,

I own a home at 1430 Wisconsin Ave and wish to express my opposition to the proposed expansion of the dock beyond what is allowed by the law. Over the last 20 years that we have owned our property, I have noticed a large increase in the boat traffic in Monk's Bay. I wonder if this proposed increase in the boat slips will be detrimental to the neighboring homes' property values.

Please, please do not let The Lodge win this proposed expansion.

Regards,

Martha Coulam

Sent from my iPad

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Monday, April 21, 2014 10:26 AM
To: 'Bailey Minnich'; 'Sean Averill'
Subject: FW: WF Lake Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

FYI

-----Original Message-----

From: william schlott [mailto:wslott@mac.com]
Sent: Sunday, April 20, 2014 3:07 PM
To: dtaylor@cityofwhitefish.org
Subject: WF Lake Lodge

Whitefish Lake Lodge has already ruined many of my summer evenings with its blaring, cacophony of music from the party tent between the lodge and the lake. One can not read or carry on a conversation on my porch because of the din of noise coming across Monk's bay. When one calls the Lodge to complain the retort is "it's legal until 10 p.m.". Obviously the Lodge should not be able to disturb the peace but in some way for some reason they've managed to skirt laws affecting most of the rest of us lakeshore owners. Under no circumstances should they be allowed to expand their unneighborly operation.

Rather they should have to obey the laws the rest of us do.

William Schlott
420 Parkway Drive
WF

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Thursday, April 17, 2014 9:39 AM
To: 'Bailey Minnich'
Cc: 'Sean Averill'; 'Nikki Bond'
Subject: FW: Marina expansion

Follow Up Flag: Follow up
Flag Status: Flagged

fYI. Will put on table tonight.

-----Original Message-----

From: Patti Scruggs [mailto:lazyotter@centurytel.net]
Sent: Thursday, April 17, 2014 9:32 AM
To: dtaylor@cityofwhitefish.org
Subject: Marina expansion

To: City-County Planning Board

I am opposed to the Lodge expanding its marina and boat slips unless ALL the slips are for public use and not placed in the seasonal lottery. I have taken my boat to the Lodge for lunch many times and attempted to put my boat in a public use slip. They showed me ONLY 3 slips that were available...one had a kayak in it and the other two were way in back with only a few feet of water. I asked about all the so-called PUBLIC use day slips and was told they were in a lottery and rented for the season. Adding more slips would only allow the wealthier folks to lease them. It would not increase the slips available to the general public. When the marina was originally developed, I assumed many of the slips were available for day use by the general public, not sold to the highest bidder.

I also think the few public day use slips now available should be closest to the lake, not way in back where the water is too shallow.

Thank you.
Patti Scruggs

Sent from my iPad

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Thursday, April 17, 2014 9:38 AM
To: 'Bailey Minnich'
Subject: FW: Monk's Bay Homeowner's Opposition to Whitefish Lake Lodge Marina Expansion Project

Follow Up Flag: Follow up
Flag Status: Flagged

FYI. Will hand out to PB on the table.

-----Original Message-----

From: william schlott [mailto:wschlott@mac.com]
Sent: Thursday, April 17, 2014 8:54 AM
To: dtaylor@cityofwhitefish.org
Cc: william schlott
Subject: Monk's Bay Homeowner's Opposition to Whitefish Lake Lodge Marina Expansion Project

Mr. Taylor,

As a 22-year resident of Parkway Drive on Monk's Bay / Whitefish Lake, I wish to express my opposition to Whitefish Lake Lodge's proposed expansion to its marina.

Since the lodge's construction in 2005, its presence has had a detrimental effect on the quality of life in our cove. Additional boat slips and the extension of dock space into the lake would only exacerbate the noise pollution and over-concentration of boat and jet ski traffic in that area.

It would appear that private homeowners and businesses in Whitefish are subjected to a different regulatory standard. While we were fined one summer for installing a water trampoline in front of our dock for our grandchildren to use during their 2-week visit, Whitefish Lake Lodge's owners wish to alter pre-existing regulations to suit their own wishes.

While it is true that Whitefish Lake is not overcrowded, Monk's Bay is. Kindly consider denying Whitefish Lake Lodge's request for 18 additional slips and the major variance for lakeshore construction.

Best regards,
Pam and Bill Schlott
420 Parkway Drive
Monk's Bay / Whitefish Lake

**LODGE AT WHITEFISH LAKE
WHITEFISH LAKE LAKESHORE PERMIT
STAFF REPORT #WLV-14-W10
APRIL 17, 2014**

Owner: Dan & Laurie Averill Family Trust
Mailing Address: P.O. Box 275
Bigfork, MT 59911
Applicant: Brian Averill
Mailing Address: 1380 Wisconsin Ave
Whitefish, MT 59937
Telephone Number: 406.863.4000
Technical Assistance: Nikki Bond
Mailing Address: 527 Skyles Place
Whitefish, MT 59937
Telephone Number: 406.250.2993
Property Legal Description: Tracts 2K, 2J also known as the Lodge at Whitefish Lake
Condos, and Amended Plat of Lot 1 Barkley Tracts also
known as the Whitefish Lake Lodge Condos, in Section 24,
Township 31N, Range 22W
Property Address: 1380 Wisconsin Avenue
Lake: Whitefish Lake
Lake Frontage: 940.32' per COS 19648 and WLP-06-W17
Project Description: Variance to add 18 additional boat slips, extend the existing
marina an additional 19.46 feet out into Whitefish Lake, and
increase the amount of constructed area below the high water
mark to 12,381 square feet.

Discussion and Background Information:

Proposal: The applicant is requesting a major variance to increase the number of boat slips from 85 to 103 (18 additional slips), extend the existing dock an additional 19.46 feet out into Whitefish Lake, and increase the amount of constructed area below the high water mark to 12,381 square feet. The applicant is requesting the variances as they have recently purchased additional lakeshore frontage, which increases their constructed area allowance and the number of slips permitted for a public marina. This request is considered a major variance rather than a minor variance because the proposal both has major deviations from the construction standards and a reasonable alternative exists. The major variance is requested to three sections of the Whitefish Lake and Lakeshore Regulations (WLLR): §13-3-1(L)(7)(g) regarding the number of slips permitted for a public marina based on lakeshore frontage, §13-3-1(L)(7)(b) regarding the maximum length of the dock extending over the water, and §13-3-1(L)(7)(f) regarding the amount of constructed surface permitted below the mean annual high water line for a public marina.

The Lodge at Whitefish Lake has a long history with the City of Whitefish and the Lakeshore Protection Regulations. In May of 1990, the City of Whitefish approved a Planned Unit Development for the

EXHIBIT

1

construction of a new lodge and public marina (Ordinance 90-06). This PUD was unique as it tied the lakeshore regulations to a zoning application. The conditions of the PUD stated that the marina shall not exceed 85 boat slips, the marina dock may be extended lakeward to a point where 4 feet of water is reached generally by a majority of the slips, the construction of the boat slips shall be phased along with the construction of the lodge facility, and that the total number of slips shall be dedicated with 50% for use by homeowners, 25% for use by day/weekly rentals by resort guests (public lottery), and 25% for use as day/rental use. Additional conditions pertaining to the sale of gas and other associated uses are also contained in the PUD conditions, however they are not relevant to the proposed variance request. At this time, the applicant is requesting an amendment to their approved PUD for additional boat slips, which is in conjunction with the requested major lakeshore variance request. The applicant has recently purchased 87.32 feet of lakeshore frontage which qualifies them for 9 additional boat slips and 1,047.84 square feet in additional constructed area.

Previously Approved Lakeshore Permits: The subject property has multiple approved lakeshore construction permits dating back to 1991. However, the most applicable permits include WLP-91-23, WLP-04-W09A-D, WLP-06-W17, and WLV-12-W19. The first permit issued (WLP-91-23) was for the original construction of the dock. In 2004, the applicant submitted a permit application which was split into 4 separate permit actions. WLP-04-W09A was *approved* as an after-the-fact permit for the construction of Phase 2 of the marina which included 32 boat slips. WLP-04-W09B was *approved* as an after-the-fact permit to extend the gangway 27 feet longer than what was approved under permit WLP-91-23. The original permit was approved for a gangway 60 feet long, and the actual constructed gangway was 87 feet. WLP-04-W09C was a *denied* variance request to extend the gangway an additional 20 feet out into Whitefish Lake. WLP-04-W09D was *approved* to construct Phase 3 of the marina, including the remaining 35 boat slips. Additionally, conditions of this permit specified the total 85 slips to be split up into the different categories for use. The permit application submitted in 2006 (WLP-06-W17) was *approved* to replace the existing marina dock with a new EZ dock totaling 10,255 square feet. Finally, the most recent permit *approved* (WLV-12-W19) was a minor variance to allow one additional boat slip beyond the original 85 slips for the City of Whitefish's Fire Rescue boat. One of the conditions on the approved permit is that the marina shall not exceed the 86 boat slips for as long as the Fire Department occupies the slip; it would revert back to a total of 85 spaces when the Fire Department no longer needs the slip.

Frontage and allowable constructed area: The previous lakeshore permits state the subject property has 853 feet of lakeshore frontage. The applicant has recently acquired the southern adjacent property which consists of 87.32 feet of lakeshore frontage. Therefore, the subject property now has a total of 940.32 feet of lakeshore frontage for marina calculations. Since the marina is considered public, the allowable constructed area below the mean annual high water line shall not exceed 12 square feet for each linear foot of lakeshore frontage, which is a maximum of 11,283.84 square feet.

Existing Constructed Area: As discussed in the above paragraphs, the applicant has approved permits for the existing marina dock and gangway. The current constructed area below the mean annual high water line is 10,254.90 square feet. The existing float house is not included in this calculation as the City agreed in 2006 that the float house is considered a boat because it is licensed through the state. With the proposed 9 additional slips based on the newly acquired property, the total proposed constructed area would be 11,268.10 square feet. This is under the permitted constructed area by 15.74 square feet. However, the applicant is requesting a total of 18 new slips and an extension to the existing gangway of 19.46 feet in length. This increases the amount of proposed construction area to 12,381 square feet. This is over the permitted constructed allowance by 1,097.16 square feet.

Consideration of Major Variance:

The applicant is requesting a major variance to the Whitefish Lake and Lakeshore Regulations, Construction Standards, Marinas, Public Marinas, §13-3-1(L)(7)(g) which requires “*the overall density of boats or boat slips provided shall not exceed one boat or boat slip per ten (10) linear feet of lakeshore frontage*”; §13-3-1(L)(7)(b) which requires “*in addition to subsection K...design standards for docks, the maximum length of that portion of any dock extending over water shall be one hundred feet (100')*”; and §13-3-1(L)(7)(f) which requires “*the amount of constructed surface located below the mean annual high water line shall not exceed twelve (12) square feet for each linear foot of lakeshore frontage.*” In reviewing a major variance application, there are seven criteria that must be met prior to granting approval (§13-4-2(A)(2) WLLR):

1. Due to unusual circumstances a strict enforcement of such requirements and standards would result in undue hardship.

The applicant is requesting a variance to the number of boat slips permitted for a public marina, the length of the dock for the marina, and the amount of constructed area below the high water line. Regarding the number of boat slips, the additional lakeshore frontage acquired by the applicant permits an additional 9 boat slips. This would create 94 boat slips total. Previously approved lakeshore permits in 2004 and 2006 stated the total number of slips would be divided into three categories, 50% for long-term/homeowner lease, 25% for the yearly public lottery lease, and 25% for day use. Currently the applicant has 43 slips for long-term/homeowner lease, 21 for the public lottery, and 21 for day use. The 43 slips include 8 slips leased by Iron Horse until 2021, approved under Resolution 05-30 by the City of Whitefish on September 6, 2005. The applicant is requesting a variance to add 9 more slips than the permitted 9 based on lakeshore frontage, for a total of 18 new boat slips. All 18 of the boat slips would be available for public use, with 14 slips set aside for the public lottery system and 4 slips for the day use only. The total number for each category would be: 43 for long-term/homeowner lease, 35 for the public lottery, and 25 for day use only.

In order to facilitate the construction of the proposed 18 slips, the dock would need to be expanded in constructed surface area. The total amount needed to construct the 18 slips is 12,191.10 square feet. This is over the permitted constructed area below the high water line by 907.26 square feet. If the applicant only proposed the 9 additional slips permitted by the new lakeshore frontage, the amount of constructed area below the high water line would be 11,268.10 square feet, which is under the allowable amount of 11,283.84 by 15.74 square feet. However, in order for all of the additional slips to have the water depth needed to facilitate boat usage, the applicant is requesting a variance to the overall dock length. The applicant is proposing to increase the dock length by 19.46 feet, for a total dock length of 266.08 feet, as depicted on the submitted site plan. This equates to an addition of 189.00 square feet of constructed area. Therefore, the total amount of constructed area proposed is 12,381 square feet, which is over the amount of permitted constructed area by 1,097.16 square feet. At this time the applicant has not submitted depth calculations for how many of the existing slips are generally under 4 feet of water depth. The PUD standard states that the dock could be extended out to a point where 4 feet of water depth is generally reached by a majority of the slips. A majority of the slips would be 51% of the total slips, or 48 slips. Currently the outermost wing and lakeward side of the middle wing totals 50 slips. Therefore, unless the applicant can produce evidence that the middle wing slips do not generally reach 4 feet of water depth, the dock may not be extended under the PUD regulations.

If the applicant chose to not to apply for a variance, they could submit a plan for the 9 additional slips based on lakeshore frontage, not extend the existing dock, and be within the allowable amount of constructed area. However, they are requesting a variance in order to provide additional boat slips specifically for public use, and allow those additional boat slips to have greater water depth for boat safety. If strict enforcement of the standards is maintained, ultimately it is the public who use the marina who would actually bear the brunt of the hardship.

Finding 1: Strict enforcement of the lakeshore regulations would not result in an undue hardship to the applicant because they could add 9 new slips without the need for a variance request, they have not submitted evidence documenting the majority of the slips are generally reached by less than 4 feet of water depth, and they could construct the additional 9 slips within the allowable constructed area for the amount of lakeshore frontage.

2. No reasonable alternatives exist which do meet the standards herein.

As discussed in the above paragraph, the applicant does have an alternative which exists to meet the standards of the lakeshore regulations. The first 9 proposed slips are permitted by the lakeshore regulations based on the newly acquired amount of lakeshore frontage. Additionally, the applicant could construct the 9 new slips and still be under the permitted constructed area below the mean annual high water line. They also do not need to construct a 19.46 long extension onto the dock, as the existing marina is accessible for the majority of the summer and has been for a number of years. However, the applicant is requesting the deviations to these three sections of the lakeshore regulations in order to provide 18 additional slips specifically for public use and to increase the water depth of those slips to approximately 4 feet allowing better navigation to the slips and alleviating potential damage to boat motors cause by shallow water depth.

Finding 2: The proposed application for 18 additional slips does not meet the criteria because a reasonable alternative exists which does meet the lakeshore regulations and consists of adding 9 new slips, based on the recently acquired lakeshore frontage, within the constructed area allowance for the total amount of lakeshore frontage.

3. Granting of the variance will not have adverse impacts on a lake or lakeshore in terms of the Policy Criteria for Issuance of a Permit.

The Policy Criteria for all permits include:

- A. *Materially diminish water quality;*
- B. *Materially diminish habitat for fish or wildlife;*
- C. *Interfere with navigation or other lawful recreation;*
- D. *Create a public nuisance or public safety hazard;*
- E. *Create a visual impact discordant with natural scenic values, as determined by the governing body, where such values form the predominant landscape elements; and,*
- F. *Alter the characteristics of the shoreline.*

The proposed variance for the marina expansion is not anticipated to materially diminish water quality, diminish fish or wildlife habitat, alter the characteristics of the shoreline, create a public nuisance, or create a safety hazard more than what has been previously approved and already exists. The applicant has submitted an Environmental Impact Statement as required by the lakeshore regulations for a major

variance. The EIS indicates the dock will be constructed of materials permitted under the lakeshore regulations for floating docks. Additionally, the EIS discusses the that marina is closely situated to one of the Whitefish Lake Institute's monitoring sites, Viking Creek, which collected water chemistry and discharge data. Since the Whitefish Lake Institute began collected data in 2007, results have not indicated a threat from the marina which would trigger action under the lakeshore regulations for removal or modification of the site. The marina has been in existence since its approval in 1990, and is the only public marina located on Whitefish Lake. Additionally the marina will be located approximately 240 feet from the end of the proposed wing additions to the southern property riparian boundary, and approximately 220 feet from the end of the existing wing to the northern property riparian boundary. The lakeshore regulations require a minimum of 100 feet to remain open between any portion of the marina dock and the side riparian boundaries.

The existing marina dock extends approximately 247 feet out into Whitefish Lake from the mean annual high water line. The applicant is proposing to extend the dock an additional 19.46 feet further into the lake, for a total length of 266.08 feet. Under the marina lakeshore standards, the maximum length of a dock extending over the water shall be 100 feet. However, the dock was approved to be well over that dimension under the original 1991 lakeshore permit (WLP-91-23) and subsequent lakeshore permit approvals in 2004 and 2006 (WLP-04-W09B and WLP-06-W17) so it could continue to meet a minimum 4 feet water depth. Based on the distance the marina dock is to the adjacent properties, it does not appear that the proposed extension 19.46 feet further into the lake would affect navigation or other recreation more than what currently exists. The regulations do state that a distance of 100 feet waterward from the dock's end may be required to be identified by buoys placed in the lake to indicate a reduced boat speed. This criteria may be added as a potential condition to limit any impacts the dock may have on other lake recreation or adjacent properties.

Finding 3: Granting of the variance request would not have adverse impacts on the lake or lakeshore in terms of the policy criteria because the marina expansion is not anticipated to materially diminish water quality, diminish fish or wildlife habitat, or alter the characteristics of the shoreline more than what has been previously approved and already exists, and the data collect from the Whitefish Lake Institute's monitoring site near the subject property has not included results that indicates a threat to Whitefish Lake from the existing marina.

4. Alternatively to subsections a & b (items 1 & 2 listed above), the granting of a variance would result in a general and universal public benefit.

The applicant has stated that all 18 of the proposed additional slips would be for public benefit. 14 of the new slips would be placed in Category B – for the seasonal public lottery, and the remaining 4 slips would be placed in Category C – for the day use only. The number of Category A slips – those for long-term or homeowner lease, would remain the same at a total of 43 slips. The new 18 slips would increase the number in Category B to a total of 35 slips and Category C to a total of 25 slips.

However, a consideration to the public benefit of the additional slips must be the overall cost of leasing a seasonal slip or renting a day use slip, which is somewhat beyond what an average citizen can afford. The lakeshore regulations define a public marina as *'providing boat slips and/or services, without restriction, to the general public.'* Furthermore, the marina standards for a public marina state that *'the governing body may set other slip allocation, usage and rental fee criteria which it may determine necessary to assure equitable access by the general public.'* If the new slips are to

be considered a public benefit, then one thought to consider is the slips in Category B and C should be equally accessible for purchase by all members of the general public. This criteria may be added as a potential condition to assure that the additional 18 slips result in a universal public benefit for all users of Whitefish Lake.

Finding 4: The granting of the variance request for 18 additional slips would result in an increased number of slips for the general public to lease during the yearly public lottery; however, this consideration must be weighed on the overall cost of leasing a slip which is beyond what the average citizen can afford, and therefore may not be equally accessible for purchase by all members of the general public as outlined in the criteria for a public marina.

Conclusion: Based on the Findings of Fact above, the submitted application does not meet the general criteria for approval of a variance.

Lakeshore Protection Committee Recommendation: The Whitefish Lakeshore Protection Committee recommends the approval of the full variance request (all 18 boat slips, the dock extension, and the constructed area allowance below the high water line) with two additional conditions: 1) Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock; 2) The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet no wake zone, for a total no wake zone of 200 feet from the end of the marina dock. The motion was approved with a 4-3 vote.

Staff Recommendation: The Whitefish Planning Department staff recommends approval of additional 9 slips based on lakeshore frontage, but recommends denial of the Major Variance and lakeshore construction permit request for the additional 9 slips, the additional constructed area, and the extension into Whitefish Lake to the Whitefish Planning Board and Whitefish City Council subject to the following conditions:

Recommended Conditions of Approval:

1. All conditions approved under City of Whitefish Resolution 05-30 and WLP-04-W9 Amended shall continue to be in effect, with the exception of the allowed total number of slips.
2. The Lakeshore Protection Zone shall be defined as the lake, lakeshore and all land within 20 horizontal feet of the average high water line at elevation 3,000.79'.
3. The proposed 9 additional slips specified on the application project drawing shall not be exceeded, and shall be constructed on the innermost dock wing only. Changes or modifications to increase any dimension or change configuration must be approved through a permit amendment.
4. Any wood used in construction of the additional 9 slips shall be untreated and left in its natural state. Use of a wood polymer composite (i.e. TREX) is strongly encouraged. Use of painted material, plywood, particle board or other glued composite board is not allowed.
5. If foam logs or similar easily damaged flotation systems are incorporated into the walkway design, said material shall be completely encased in solid wood or a suitable impervious, non-corrosive material such as a synthetic, aluminum or galvanized sheet metal to avoid the breakup or scattering

of materials. Boards may be spaced up to one-half inch (1/2") apart on the bottom or drain holes may be incorporated into other materials to aid in drainage. All foam encased floating docks/gangways shall be maintained according to these standards or else be immediately and completely removed from the Lakeshore Protection Zone. All foam shall be extruded closed-cell polystyrene (blue or pink logs) unless encased in synthetic "rotomolded" floats.

6. Flotation-encased docks (i.e., Superdeck, EZ-Dock, Glacier Dock) or docks with rotomolded floats are strongly recommended for durability and longer-life.
7. No additional dock access is allowed unless included in the permit application and in the approved total dock length.
8. The dock additions shall be constructed outside of the Lakeshore Protection Zone. Upon completion the components may be brought to the lakeshore area and connected to the existing dock.
9. The marina dock shall be suitably anchored to the lake bottom to avoid drift. Anchoring methods for the dock are limited to cable; galvanized chain or nylon or polypropylene rope attached to a suitable clean weight such as solid clean concrete, rock or steel blocks.
10. This permit is valid for a period of one year from the date of issuance. Upon completion of the work, please contact the Whitefish Planning and Building Department for inspection.
11. Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock.
12. The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet no wake zone, for a total no wake zone of 200 feet from the end of the marina dock

Report by: Bailey Minnich

WHITEFISH LAKESHORE PROTECTION COMMITTEE
MINUTES OF April 9, 2014

The meeting was called to order at 6:01pm by Chairman Herb Peschel.

MEMBERS PRESENT:

- Herb Peschel, Ron Hauf, Greg Gunderson (via phone), Jeff Jensen, Sharon Morrison, Joe Malletta (via phone) and Koel Abell. Bailey Minnich and Dave Taylor of the Whitefish Planning Office was also present.

MEMBERS ABSENT: Scott Ringer

ADDITIONS/CORRECTIONS TO TONIGHT'S AGENDA: none

GENERAL PUBLIC COMMENT: none

ADOPTION of MINUTES from LAST MEETING:

- Minutes of March 12, 2014 were reviewed; motion to adopt by Sharon Morrison, seconded by Ron Hauf. All in favor and motion carried.

NEW BUSINESS

WLP-14-W04 – Patrick Moore – Dock

[Present: Cory Izett, Applicant's Representative]

Discussion:

Staff explained this application was tabled at the last meeting due to insufficient information. Staff presented the proposed project a second time and described the additional information submitted by the applicant after last month's meeting. The property is located at 2528 E. Lakeshore Drive. The application is for the installation of a floating 'F' shaped EZ dock. The applicant had submitted a new site plan showing the dock to scale, documentation of the calculations for constructed area, and indicated the previous dock has already been removed and is no longer on the property.

Motions:

- Sharon Morrison motioned to recommend approval of the permit application. Jeff Jensen seconded. No further discussion. Motion was approved unanimously 7-0.

WLP-14-W06 – Chris Clark – Dock and Shore Station

[Present: Dave Stephens, Applicant's Representative]

Discussion:

Staff began with a presentation of the proposed project and draft lakeshore permit report. The property is located at 940 Birch Point Drive. The application is for the installation of a floating 'L' shaped EZ dock, with 2 Max ports and a shore station with no cover. Staff explained that since the shore station would not have a cover, it does not get calculated into the constructed area allowance. If the applicant wished to install a cover in the future, they would need to apply for

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an amended permit. Also, it was noted that there was mistake on staff's draft permit regarding the proposed ports – EZ port should instead be Max port. Following staff's presentation, the board discussed the submitted application and differences between published dock calculations and actual EZ dock calculations.

Motions:

- Sharon Morrison motioned to recommend approval of the permit application. Ron Hauf seconded. No further discussion. Motion was approved unanimously 7-0.

WLP-14-W07 – Rory Sailer – Shore Station

[Present: Dave Stephens, Applicant's Representative]

Discussion:

Staff began with a presentation of the proposed project and draft lakeshore permit report. The property is located at 1356 W. Lakeshore Drive. The application is for the installation of a shore station with no cover. Staff explained that since the shore station would not have a cover, it does not get calculated into the constructed area allowance. If the applicant wished to install a cover in the future, they would need to apply for an amended permit. Following staff's presentation, it was mentioned that the applicant appears to have a mooring buoy associated with the subject property. There may be potential issues with the buoy being a lakeshore violation, or it could be non-conforming – installed prior to the lakeshore regulations. The applicant's representative said he would contact the applicant about the buoy's history. The Board discussed adding a condition regarding the buoy but ultimately directed staff to contact the applicant instead.

Motions:

- Sharon Morrison motioned to recommend approval of the permit application with a direction to staff to contact the applicant regarding the possible grandfathering of the buoy. Koel Abell seconded. No further discussion. Motion was approved unanimously 7-0.

WLP-14-W08 – Kalpakis – Dock, EZ ports, Shore Station

[Present: Cory Izett, Applicant's Representative]

Discussion:

Staff began with a presentation of the proposed project and draft lakeshore permit report. The property is located at 2404 Carver Bay Road. The application is for the installation of a floating 'F' shaped EZ dock with 2 ports and a shore station with a cover. Also, it was noted that there was mistake on staff's draft permit regarding the proposed ports – EZ port should instead be Max port. The applicant mentioned the dock would be slightly off-center from the middle of the subject property but would still comply with the setbacks established for docks in the lakeshore regulations. Following staff's presentation, the board discussed why the applicant is requesting to max out the dock length. The applicant stated they have the constructed area allowance and they are within the regulations so they would prefer to have the most they could apply for.

Motions:

- Ron Hauf motioned to recommend approval of the permit application. Jeff Jensen seconded. No further discussion. Motion was approved unanimously 7-0.

WLP-14-W09 – Ched Lyman – Dock and Shore Station

[Present: Cory Izett, Applicant’s Representative]

Discussion:

Staff began with a presentation of the proposed project and draft lakeshore permit report. The property is located off Carver Bay Road but does not have a physical address at this time. It located directly next door to the previously discussed permit for Kalpakis. The application is for the installation of a floating ‘E’ shaped EZ dock and a shore station with no cover. Staff explained that since the shore station would not have a cover, it does not get calculated into the constructed area allowance. If the applicant wished to install a cover in the future, they would need to apply for an amended permit. However, the proposed dock will max out the allowable constructed area for the subject property so the applicant would not be permitted to apply for a cover. Following staff’s presentation, the board discussed the actual owner applying for permit. It appears that the Flathead County GIS information is incorrect, and MGK Trust should be removed from the draft permit.

Motions:

- Ron Hauf motioned to recommend approval of the permit application. Sharon Morrison seconded. No further discussion. Motion was approved unanimously 7-0.

WLP-14-W13 – Melinda and Kevin Johnson – Gravel, Stone Stairs, Pathway Lighting, Pruning

[Present: Johnny McDonald - White Cloud Design, Applicant’s Representative]

Discussion:

Staff began with a presentation of the proposed project and draft lakeshore permit report. The property is located at 815 Delrey Road. The application is for the installation of dry-set stones stairs, low voltage pathway lights, addition of 24 cubic yards of gravel, and the pruning of mature trees. Staff explained at 17 cubic yards of the gravel would be installed on the existing gravel beach and the remaining 7 cubic yards would be placed on the existing gravel trails to widen the trails to a maximum width of 4 feet. Additionally 9 pathway lights were included in the application, although only 5 of the lights are proposed within the lakeshore protection zone. Following staff’s presentation, the board discussed how the gravel would be applied to the shoreline. The applicant indicated it would all be placed by hand, no machinery would be utilized for the work. Also discussed was the clearing of brush in the lakeshore protection zone. Staff explained that vegetation less than 3 inches in diameter does not need a permit to remove.

Motions:

- Jeff Jensen motioned to recommend approval of the permit application. Ron Hauf seconded. Sharon Morrison questioned the removal of the dead tree, but staff explained the dead tree was located outside of the protection zone. Motion was approved unanimously 7-0.

WLV-14-W10 – Lodge at Whitefish Lake – Major Variance for Marina Expansion – additional boat slips, gangway extension, and constructed area below high water line coverage allowance

[Present: Sean Averill – Applicant, Nikki Bond – Applicant’s Representative]

Discussion:

Staff began with a presentation of the proposed project and draft variance report. The property is located at 1380 Wisconsin Avenue. The applicant is requesting a variance to 18 additional boat slips, extend the existing marina an additional 19.46 feet, and increase the amount of constructed area below the high water line to 12,381 square feet. The proposed variance would be to three sections of the regulations: §13-3-1(L)(7)(g) regarding the number of slips permitted for a public marina based on lakeshore frontage, §13-3-1(L)(7)(b) regarding the maximum length of the dock extending over the water, and §13-3-1(L)(7)(f) regarding the amount of constructed surface permitted below the mean annual high water line for a public marina. Staff explained the criteria for review of a variance request highlighting the history between the Lodge and the City of Whitefish, the relevant lakeshore construction permits which have been approved and denied since the original 1990 approval, potential alternatives the applicant has available, the overall determination of public benefit, and potential conditions which could be added to the permit if the committee chooses to approve the request. Staff’s determination was that the variance request did not meet the criteria for approval, and recommends approval of the 9 slips based on lakeshore frontage but denial of the additional variance request. The applicant and their representative spoke following staff and submitted additional information regarding the depth of water at the slip locations. A copy of the report was presented to staff at the meeting. The applicant’s representative discussed that based on the historical data, 49 of the current slips have less than 4 feet of water depth, and with the additional 9 slips that would bump the number up to 60% of the total slips having less than 4 feet of water depth. The applicant would be willing to do more depth assessments this summer if that remains a concern. The applicant also had a concern regarding staff’s finding about the reasonable cost for the average citizen, and that the financial aspect is typically not a consideration for a variance request. The number of citizens interested in the lottery slips have always been higher than the number of slips available, so the applicant claims there is a need for the additional slips. They are requesting all 18 of the proposed slips will be for public use in the lottery category or the day use category. Board discussion followed with concerns regarding the use of the proposed slips for a public benefit. Again the applicant stated all the slips would be for the public use; the number of long-term lease slips would not be modified. Also discussed was the environmental impact of the additional slips and the extension. Ron Hauf mentioned that he had spoken to Mike Koopal with the Whitefish Lake Institute. (Staff followed up with Mike on 4/10 following the committee meeting.) Mike’s comment was that if the Committee approved the 9 new slips then he recommended the dock extension also be approved in order to push the majority of the slips further into the lake and minimize the amount of prop wash. However, Mike’s comment is based on the scientific data which they acquired during the 2007 study of the City Beach area and the number of boats going in and out of the Lake. Herb Peschel asked about approving the 9 boat slips and the extension only. Staff explained that the applicant would still require a variance to the constructed area allowance below high water in order to construct the new extension, but it could be a smaller variance request. Jeff Jensen commented that he would like to approve all 18 of the proposed slips for the public’s benefit and he would recommend approval of the entire variance request. Greg Gunderson commented that he agrees with Ron’s comments regarding

the environmental impacts of the proposed request and that he feels the public benefit outweighs the environmental impacts. Sharon Morrison questioned attaching conditions to the variance and asked about certifications that the boats are clean (no invasive species attached). Some discussion of possible ways to comply with a request of that nature including involving Fish, Wildlife and Parks. Also discussion occurred on the creation of a no wake zone 200 feet past the end of the dock. Koel Abell asked staff about the previous after-the-fact permits for the dock, the previous denial of a dock extension in 2004, and the float house constructed area calculations. He also stated that he did not agree with the dock extension as there are a number of large rocks and sandbars in the bay area. Joe Malletta indicated that he was against any recommendation other than staff's findings and report.

Motion:

- Joe Malletta motioned to recommend approval of staff's report and findings. Motion failed due to lack of second.
- Greg Gunderson motioned to recommend approval of the full variance request – all 18 boat slips, the extension in to the lake, and the constructed area allowance below the high water line. Jeff Jensen seconded. Further discussion occurred on the addition of conditions regarding no wake zones past the end of the dock. Motion was approved with a 4-3 vote (Joe Malletta, Koel Abell, and Herb Peschel opposed).
- Sharon Morrison made a friendly amendment to the original motion to add two conditions to the variance request: 1) Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock; 2) The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet no wake zone, for a total no wake zone of 200 feet from the end of the marina dock. Motion was approved with 5-1 vote (Koel Abell opposed, Joe Malletta absent from last vote).

OLD BUSINESS

Staff explained that there were two emergency water line repair permits issued since the last committee meeting. Those are administrative permits with no committee meeting. Also, staff has an application for tree removal on Blanchard Lake which is on hold since the applicant has not provided a site plan of the trees and sizes to be removed.

Jeff Jensen mentioned that he would not be present at the next Committee meeting.

ADJOURNMENT

Motion to adjourn the meeting was made and seconded. All approved and motion passed. The meeting was adjourned at 8:10 pm.

NEXT MEETING

**May 14th, 2014 * 6:00pm
Whitefish Planning & Building Office
510 Railway Street – Whitefish, MT**

**LODGE AT WHITEFISH LAKE
WHITEFISH LAKE LAKESHORE PERMIT
STAFF REPORT #WLV-14-W10
APRIL 4, 2014**

Owner: Dan & Laurie Averill Family Trust
Mailing Address: P.O. Box 275
Bigfork, MT 59911

Applicant: Brian Averill
Mailing Address: 1380 Wisconsin Ave
Whitefish, MT 59937

Telephone Number: 406.863.4000
Technical Assistance: Nikki Bond
Mailing Address: 527 Skyles Place
Whitefish, MT 59937

Telephone Number: 406.250.2993
Property Legal Description: Tracts 2K, 2J also known as the Lodge at Whitefish Lake
Condos, and Amended Plat of Lot 1 Barkley Tracts also
known as the Whitefish Lake Lodge Condos, in Section 24,
Township 31N, Range 22W

Property Address: 1380 Wisconsin Avenue
Lake: Whitefish Lake
Lake Frontage: 940.32' per COS 19648 and WLP-06-W17
Project Description: Variance to add 18 additional boat slips, extend the existing
marina an additional 19.46 feet out into Whitefish Lake, and
increase the amount of constructed area below the high water
mark to 12,381 square feet.

Discussion and Background Information:

Proposal: The applicant is requesting a major variance to increase the number of boat slips from 85 to 103 (18 additional slips), extend the existing dock an additional 19.46 feet out into Whitefish Lake, and increase the amount of constructed area below the high water mark to 12,381 square feet. The applicant is requesting the variances as they have recently purchased additional lakeshore frontage, which increases their constructed area allowance and the number of slips permitted for a public marina. This request is considered a major variance rather than a minor variance because the proposal both has major deviations from the construction standards and a reasonable alternative exists. The major variance is requested to three sections of the Whitefish Lake and Lakeshore Regulations (WLLR): §13-3-1(L)(7)(g) regarding the number of slips permitted for a public marina based on lakeshore frontage, §13-3-1(L)(7)(b) regarding the maximum length of the dock extending over the water, and §13-3-1(L)(7)(f) regarding the amount of constructed surface permitted below the mean annual high water line for a public marina.

The Lodge at Whitefish Lake has a long history with the City of Whitefish and the Lakeshore Protection Regulations. In May of 1990, the City of Whitefish approved a Planned Unit Development for the

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construction of a new lodge and public marina (Ordinance 90-06). This PUD was unique as it tied the lakeshore regulations to a zoning application. The conditions of the PUD stated that the marina shall not exceed 85 boat slips, the marina dock may be extended lakeward to a point where 4 feet of water is reached generally by a majority of the slips, the construction of the boat slips shall be phased along with the construction of the lodge facility, and that the total number of slips shall be dedicated with 50% for use by homeowners, 25% for use by day/weekly rentals by resort guests (public lottery), and 25% for use as day/rental use. Additional conditions pertaining to the sale of gas and other associated uses are also contained in the PUD conditions, however they are not relevant to the proposed variance request. At this time, the applicant is requesting an amendment to their approved PUD for additional boat slips, which is in conjunction with the requested major lakeshore variance request. The applicant has recently purchased 87.32 feet of lakeshore frontage which qualifies them for 9 additional boat slips and 1,047.84 square feet in additional constructed area.

Previously Approved Lakeshore Permits: The subject property has multiple approved lakeshore construction permits dating back to 1991. However, the most applicable permits include WLP-91-23, WLP-04-W09A-D, WLP-06-W17, and WLV-12-W19. The first permit issued (WLP-91-23) was for the original construction of the dock. In 2004, the applicant submitted a permit application which was split into 4 separate permit actions. WLP-04-W09A was *approved* as an after-the-fact permit for the construction of Phase 2 of the marina which included 32 boat slips. WLP-04-W09B was *approved* as an after-the-fact permit to extend the gangway 27 feet longer than what was approved under permit WLP-91-23. The original permit was approved for a gangway 60 feet long, and the actual constructed gangway was 87 feet. WLP-04-W09C was a *denied* variance request to extend the gangway an additional 20 feet out into Whitefish Lake. WLP-04-W09D was *approved* to construct Phase 3 of the marina, including the remaining 35 boat slips. Additionally, conditions of this permit specified the total 85 slips to be split up into the different categories for use. The permit application submitted in 2006 (WLP-06-W17) was *approved* to replace the existing marina dock with a new EZ dock totaling 10,255 square feet. Finally, the most recent permit *approved* (WLV-12-W19) was a minor variance to allow one additional boat slip beyond the original 85 slips for the City of Whitefish's Fire Rescue boat. One of the conditions on the approved permit is that the marina shall not exceed the 86 boat slips for as long as the Fire Department occupies the slip; it would revert back to a total of 85 spaces when the Fire Department no longer needs the slip.

Frontage and allowable constructed area: The previous lakeshore permits state the subject property has 853 feet of lakeshore frontage. The applicant has recently acquired the southern adjacent property which consists of 87.32 feet of lakeshore frontage. Therefore, the subject property now has a total of 940.32 feet of lakeshore frontage for marina calculations. Since the marina is considered public, the allowable constructed area below the mean annual high water line shall not exceed 12 square feet for each linear foot of lakeshore frontage, which is a maximum of 11,283.84 square feet.

Existing Constructed Area: As discussed in the above paragraphs, the applicant has approved permits for the existing marina dock and gangway. The current constructed area below the mean annual high water line is 10,254.90 square feet. The existing float house is not included in this calculation as the City agreed in 2006 that the float house is considered a boat because it is licensed through the state. With the proposed 9 additional slips based on the newly acquired property, the total proposed constructed area would be 11,268.10 square feet. This is under the permitted constructed area by 15.74 square feet. However, the applicant is requesting a total of 18 new slips and an extension to the existing gangway of 19.46 feet in length. This increases the amount of proposed construction area to 12,381 square feet. This is over the permitted constructed allowance by 1,097.16 square feet.

Consideration of Major Variance:

The applicant is requesting a major variance to the Whitefish Lake and Lakeshore Regulations, Construction Standards, Marinas, Public Marinas, §13-3-1(L)(7)(g) which requires “*the overall density of boats or boat slips provided shall not exceed one boat or boat slip per ten (10) linear feet of lakeshore frontage*”; §13-3-1(L)(7)(b) which requires “*in addition to subsection K...design standards for docks, the maximum length of that portion of any dock extending over water shall be one hundred feet (100’)*”; and §13-3-1(L)(7)(f) which requires “*the amount of constructed surface located below the mean annual high water line shall not exceed twelve (12) square feet for each linear foot of lakeshore frontage.*” In reviewing a major variance application, there are seven criteria that must be met prior to granting approval (§13-4-2(A)(2) WLLR):

1. Due to unusual circumstances a strict enforcement of such requirements and standards would result in undue hardship.

The applicant is requesting a variance to the number of boat slips permitted for a public marina, the length of the dock for the marina, and the amount of constructed area below the high water line. Regarding the number of boat slips, the additional lakeshore frontage acquired by the applicant permits an additional 9 boat slips. This would create 94 boat slips total. Previously approved lakeshore permits in 2004 and 2006 stated the total number of slips would be divided into three categories, 50% for long-term/homeowner lease, 25% for the yearly public lottery lease, and 25% for day use. Currently the applicant has 43 slips for long-term/homeowner lease, 21 for the public lottery, and 21 for day use. The 43 slips include 8 slips leased by Iron Horse until 2021, approved under Resolution 05-30 by the City of Whitefish on September 6, 2005. The applicant is requesting a variance to add 9 more slips than the permitted 9 based on lakeshore frontage, for a total of 18 new boat slips. All 18 of the boat slips would be available for public use, with 14 slips set aside for the public lottery system and 4 slips for the day use only. The total number for each category would be: 43 for long-term/homeowner lease, 35 for the public lottery, and 25 for day use only.

In order to facilitate the construction of the proposed 18 slips, the dock would need to be expanded in constructed surface area. The total amount needed to construct the 18 slips is 12,191.10 square feet. This is over the permitted constructed area below the high water line by 907.26 square feet. If the applicant only proposed the 9 additional slips permitted by the new lakeshore frontage, the amount of constructed area below the high water line would be 11,268.10 square feet, which is under the allowable amount of 11,283.84 by 15.74 square feet. However, in order for all of the additional slips to have the water depth needed to facilitate boat usage, the applicant is requesting a variance to the overall dock length. The applicant is proposing to increase the dock length by 19.46 feet, for a total dock length of 266.08 feet, as depicted on the submitted site plan. This equates to an addition of 189.00 square feet of constructed area. Therefore, the total amount of constructed area proposed is 12,381 square feet, which is over the amount of permitted constructed area by 1,097.16 square feet. At this time the applicant has not submitted depth calculations for how many of the existing slips are generally under 4 feet of water depth. The PUD standard states that the dock could be extended out to a point where 4 feet of water depth is generally reached by a majority of the slips. A majority of the slips would be 51% of the total slips, or 48 slips. Currently the outermost wing and lakeward side of the middle wing totals 50 slips. Therefore, unless the applicant can produce evidence that the middle wing slips do not generally reach 4 feet of water depth, the dock may not be extended under the PUD regulations.

If the applicant chose to not to apply for a variance, they could submit a plan for the 9 additional slips based on lakeshore frontage, not extend the existing dock, and be within the allowable amount of constructed area. However, they are requesting a variance in order to provide additional boat slips specifically for public use, and allow those additional boat slips to have greater water depth for boat safety. If strict enforcement of the standards is maintained, ultimately it is the public who use the marina who would actually bear the brunt of the hardship.

Finding 1: Strict enforcement of the lakeshore regulations would not result in an undue hardship to the applicant because they could add 9 new slips without the need for a variance request, they have not submitted evidence documenting the majority of the slips are generally reached by less than 4 feet of water depth, and they could construct the additional 9 slips within the allowable constructed area for the amount of lakeshore frontage.

2. No reasonable alternatives exist which do meet the standards herein.

As discussed in the above paragraph, the applicant does have an alternative which exists to meet the standards of the lakeshore regulations. The first 9 proposed slips are permitted by the lakeshore regulations based on the newly acquired amount of lakeshore frontage. Additionally, the applicant could construct the 9 new slips and still be under the permitted constructed area below the mean annual high water line. They also do not need to construct a 19.46 long extension onto the dock, as the existing marina is accessible for the majority of the summer and has been for a number of years. However, the applicant is requesting the deviations to these three sections of the lakeshore regulations in order to provide 18 additional slips specifically for public use and to increase the water depth of those slips to approximately 4 feet allowing better navigation to the slips and alleviating potential damage to boat motors cause by shallow water depth.

Finding 2: The proposed application for 18 additional slips does not meet the criteria because a reasonable alternative exists which does meet the lakeshore regulations and consists of adding 9 new slips, based on the recently acquired lakeshore frontage, within the constructed area allowance for the total amount of lakeshore frontage.

3. Granting of the variance will not have adverse impacts on a lake or lakeshore in terms of the Policy Criteria for Issuance of a Permit.

The Policy Criteria for all permits include:

- A. *Materially diminish water quality;*
- B. *Materially diminish habitat for fish or wildlife;*
- C. *Interfere with navigation or other lawful recreation;*
- D. *Create a public nuisance or public safety hazard;*
- E. *Create a visual impact discordant with natural scenic values, as determined by the governing body, where such values form the predominant landscape elements; and,*
- F. *Alter the characteristics of the shoreline.*

The proposed variance for the marina expansion is not anticipated to materially diminish water quality, diminish fish or wildlife habitat, alter the characteristics of the shoreline, create a public nuisance, or create a safety hazard more than what has been previously approved and already exists. The applicant has submitted an Environmental Impact Statement as required by the lakeshore regulations for a major

variance. The EIS indicates the dock will be constructed of materials permitted under the lakeshore regulations for floating docks. Additionally, the EIS discusses the that marina is closely situated to one of the Whitefish Lake Institute's monitoring sites, Viking Creek, which collected water chemistry and discharge data. Since the Whitefish Lake Institute began collected data in 2007, results have not indicated a threat from the marina which would trigger action under the lakeshore regulations for removal or modification of the site. The marina has been in existence since its approval in 1990, and is the only public marina located on Whitefish Lake. Additionally the marina will be located approximately 240 feet from the end of the proposed wing additions to the southern property riparian boundary, and approximately 220 feet from the end of the existing wing to the northern property riparian boundary. The lakeshore regulations require a minimum of 100 feet to remain open between any portion of the marina dock and the side riparian boundaries.

The existing marina dock extends approximately 247 feet out into Whitefish Lake from the mean annual high water line. The applicant is proposing to extend the dock an additional 19.46 feet further into the lake, for a total length of 266.08 feet. Under the marina lakeshore standards, the maximum length of a dock extending over the water shall be 100 feet. However, the dock was approved to be well over that dimension under the original 1991 lakeshore permit (WLP-91-23) and subsequent lakeshore permit approvals in 2004 and 2006 (WLP-04-W09B and WLP-06-W17) so it could continue to meet a minimum 4 feet water depth. Based on the distance the marina dock is to the adjacent properties, it does not appear that the proposed extension 19.46 feet further into the lake would affect navigation or other recreation more than what currently exists. The regulations do state that a distance of 100 feet waterward from the dock's end may be required to be identified by buoys placed in the lake to indicate a reduced boat speed. This criteria may be added as a potential condition to limit any impacts the dock may have on other lake recreation or adjacent properties.

Finding 3: Granting of the variance request would not have adverse impacts on the lake or lakeshore in terms of the policy criteria because the marina expansion is not anticipated to materially diminish water quality, diminish fish or wildlife habitat, or alter the characteristics of the shoreline more than what has been previously approved and already exists, and the data collect from the Whitefish Lake Institute's monitoring site near the subject property has not included results that indicates a threat to Whitefish Lake from the existing marina.

4. Alternatively to subsections a & b (items 1 & 2 listed above), the granting of a variance would result in a general and universal public benefit.

The applicant has stated that all 18 of the proposed additional slips would be for public benefit. 14 of the new slips would be placed in Category B – for the seasonal public lottery, and the remaining 4 slips would be placed in Category C – for the day use only. The number of Category A slips – those for long-term or homeowner lease, would remain the same at a total of 43 slips. The new 18 slips would increase the number in Category B to a total of 35 slips and Category C to a total of 25 slips.

However, a consideration to the public benefit of the additional slips must be the overall cost of leasing a seasonal slip or renting a day use slip, which is somewhat beyond what an average citizen can afford. The lakeshore regulations define a public marina as *'providing boat slips and/or services, without restriction, to the general public.'* Furthermore, the marina standards for a public marina state that *'the governing body may set other slip allocation, usage and rental fee criteria which it may determine necessary to assure equitable access by the general public.'* If the new slips are to

be considered a public benefit, then one thought to consider is the slips in Category B and C should be equally accessible for purchase by all members of the general public. This criteria may be added as a potential condition to assure that the additional 18 slips result in a universal public benefit for all users of Whitefish Lake.

Finding 4: The granting of the variance request for 18 additional slips would result in an increased number of slips for the general public to lease during the yearly public lottery; however, this consideration must be weighed on the overall cost of leasing a slip which is beyond what the average citizen can afford, and therefore may not be equally accessible for purchase by all members of the general public as outlined in the criteria for a public marina.

Conclusion: Based on the Findings of Fact above, the submitted application does not meet the general criteria for approval of a variance.

Recommendation: The Whitefish Planning Department staff recommends the Whitefish Lakeshore Protection Committee recommend approval of additional 9 slips based on lakeshore frontage, but recommend denial of the Major Variance and lakeshore construction permit request for the additional 9 slips, the additional constructed area, and the extension into Whitefish Lake to the Whitefish Planning Board and Whitefish City Council subject to the following conditions:

Recommended Conditions of Approval:

1. All conditions approved under City of Whitefish Resolution 05-30 and WLP-04-W9 Amended shall continue to be in effect, with the exception of the allowed total number of slips.
2. The Lakeshore Protection Zone shall be defined as the lake, lakeshore and all land within 20 horizontal feet of the average high water line at elevation 3,000.79'.
3. The proposed 9 additional slips specified on the application project drawing shall not be exceeded, and shall be constructed on the innermost dock wing only. Changes or modifications to increase any dimension or change configuration must be approved through a permit amendment.
4. Any wood used in construction of the additional 9 slips shall be untreated and left in its natural state. Use of a wood polymer composite (i.e. TREX) is strongly encouraged. Use of painted material, plywood, particle board or other glued composite board is not allowed.
5. If foam logs or similar easily damaged flotation systems are incorporated into the walkway design, said material shall be completely encased in solid wood or a suitable impervious, non-corrosive material such as a synthetic, aluminum or galvanized sheet metal to avoid the breakup or scattering of materials. Boards may be spaced up to one-half inch (1/2") apart on the bottom or drain holes may be incorporated into other materials to aid in drainage. All foam encased floating docks/gangways shall be maintained according to these standards or else be immediately and completely removed from the Lakeshore Protection Zone. All foam shall be extruded closed-cell polystyrene (blue or pink logs) unless encased in synthetic "rotomolded" floats.
6. Flotation-encased docks (i.e., Superdeck, EZ-Dock, Glacier Dock) or docks with rotomolded floats are strongly recommended for durability and longer-life.

7. No additional dock access is allowed unless included in the permit application and in the approved total dock length.
8. The dock additions shall be constructed outside of the Lakeshore Protection Zone. Upon completion the components may be brought to the lakeshore area and connected to the existing dock.
9. The marina dock shall be suitably anchored to the lake bottom to avoid drift. Anchoring methods for the dock are limited to cable; galvanized chain or nylon or polypropylene rope attached to a suitable clean weight such as solid clean concrete, rock or steel blocks.
10. This permit is valid for a period of one year from the date of issuance. Upon completion of the work, please contact the Whitefish Planning and Building Department for inspection.

Report by: Bailey Minnich



Public Notice of Proposed Land Use Action

The City of Whitefish would like to inform you that The Lodge at Whitefish Lake and the Averill Family Trust are proposing a major lakeshore variance to expand the existing public marina based on newly acquired lakeshore frontage. The existing public marina was completed in 2005 in conjunction with a PUD approved in 1990. The property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West. The requested major lakeshore variance would include:

- Exceeding the maximum dock length allowed;
- Increasing the number of slips allowed based on frontage from the current 85 slips to 94 slips;
- Adding an additional 9 slips for public use, of which 4 would be for day use and the remaining 5 would be for the annual lottery (104 total including the temporary slip added for the City of Whitefish Fire Boat); and
- Enlarging the constructed surface area below mean high water.

You are welcome to provide comments on the project. Comments can be in written or email format. The City-County Planning Board will hold a public hearing for the proposed major lakeshore variance request on:

**Thursday, April 17th, 2014
6:00 p.m.**

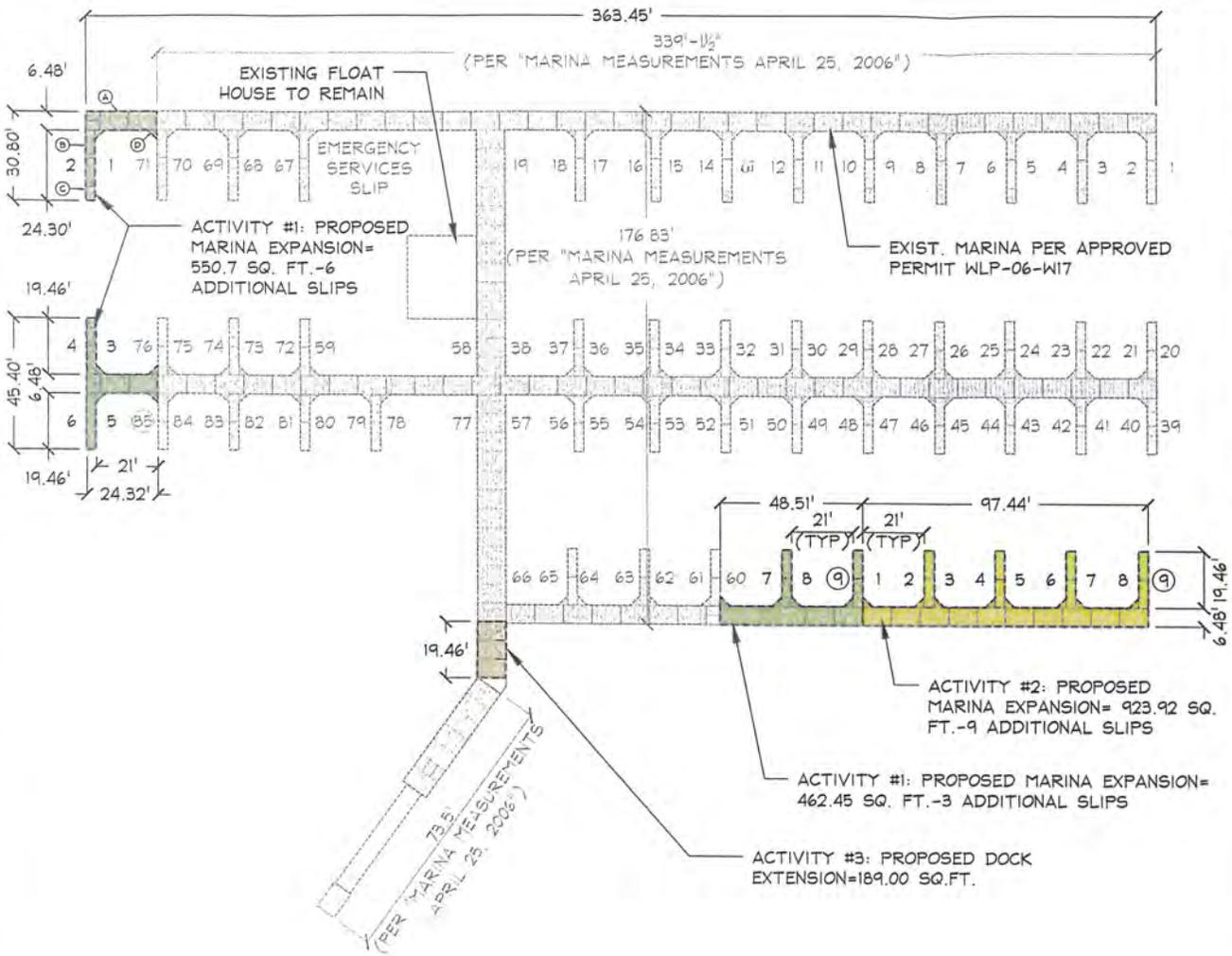
**Whitefish City Council Chambers, City Hall
402 E. Second Street, Whitefish MT 59937**

The City-County Planning Board will make a recommendation to the City Council, who will then hold a public hearing and take final action on Monday, May 5th, 2014 at 7:10 p.m., also in the Whitefish City Council Chambers.

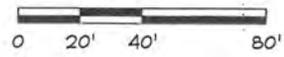
On the back of this flyer is a site plan of the project. Additional information on this proposal can be obtained at the Whitefish Planning Department located at 510 Railway Street. The public is encouraged to comment on the above proposals and attend the hearings. Please send comments to the Whitefish Planning Department, PO Box 158, Whitefish, MT 59937, or by phone (406) 863-2410, fax (406) 863-2409 or email at bminnich@cityofwhitefish.org. Comments received by the close of business on Wednesday, April 9th, 2014, will be included in the packets to the Planning Board members. Comments received after the deadline will be summarized to the Planning Board members at the public hearing.

PLEASE SHARE THIS NOTICE WITH YOUR NEIGHBORS

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(A) DOCK ENLARGEMENT
1"=40'



LODGE AT WHITEFISH LAKE SHORE CALCULATIONS	
EXISTING MARINA (PER APPROVED PERMIT WLP-06-W17)	
IMPERVIOUS CONSTRUCTED AREA:	
DOCK	9,932.90 SF
RAMP	252.00 SF
LANDING	70.00 SF
*FLOAT HOUSE	*688.25 SF
TOTAL EXISTING IMPERVIOUS CONSTRUCTED AREA:	10,254.90 SF
*NOT INCLUDED IN IMPERVIOUS CONSTRUCTED AREA PER PER WLP-06-W17	
TOTAL ALLOWABLE IMPERVIOUS CONSTRUCTED AREA & NUMBER OF SLIPS:	
NEW, ALLOWABLE IMPERVIOUS CONSTRUCTED AREA	
LODGE AT WHITEFISH LAKE: (TRACT 1 OF 2 OF OS 1946)	
FRONTAGE (PER WLP-06-W17)	853.00 LF 125/F/F 10,236.00 SF
ADDITIONAL PROPERTY TO SOUTH (TRACT 1 OF OS 1946)	
FRONTAGE (PER OS 1946)	87.32 LF 125/F/F 1,091.50 SF
TOTAL NEW FRONTAGE:	940.32 LF 11,283.84 SF
NEW, ALLOWABLE DOCK SLIPS FOR PUBLIC MARINA:	
LODGE AT WHITEFISH LAKE FRONTAGE	853.00 LF
ADDITIONAL PROPERTY TO SOUTH FRONTAGE	87.32 LF
TOTAL FRONTAGE:	940.32 LF 1 SLIP/100LF 94 SLIPS
ACTIVITY # 1	
PROPOSED MARINA EXPANSION, 9 SLIPS ASSOCIATED W/ LAND TO SOUTH:	1,078.20 SF 9 SLIPS
PROPOSED SUBSIDIARY IMPERVIOUS AREA & PROPOSED ADDITIONAL SLIPS:	10,234.90 SF **85 SLIPS
EXISTING IMPERVIOUS AREA & EXISTING SLIP COUNT:	11,269.10 SF 94 SLIPS
TOTAL PROPOSED IMPERVIOUS AREA & ALLOWABLE SLIP COUNT:	11,094.84 SF 94 SLIPS
ADDITIONAL IMPERVIOUS AREA & ALLOWABLE SLIP COUNT:	10,254.90 SF 85 SLIPS
DIFFERENCE:	0
**DOES NOT INCLUDE ONE SLIP DEDICATED TO EMERGENCY SERVICES. THIS DOES NOT COUNT TOWARDS TOTAL ALLOWABLE SLIP COUNT.	
ACTIVITY # 2 (VARIANCE #1)	
PROPOSED PUBLIC BENEFIT MARINA EXPANSION, 9 SLIPS DEDICATED TO PUBLIC USE:	923.92 SF 9 SLIPS
PROPOSED IMPERVIOUS AREA:	
ACTIVITY # 3 (VARIANCE #2)	
PROPOSED DOCK EXTENSION, FOR MINIMUM WATER DEPTH:	
CURRENT LENGTH DOCK EXTEND INTO LAKE (PER MARINA MEASUREMENTS APRIL 25, 2006)	750.33 LF
PROPOSED ADDITIONAL FEET:	14.46 LF
TOTAL PROPOSED LENGTH DOCK EXTENDS INTO LAKE (FROM HIGH WATER PER SURVEY BY SANDS):	764.79 LF
TOTAL PROPOSED LENGTH OF DOCK AND GANTRYWAY:	764.79 LF
IMPERVIOUS AREA OF PROPOSED DOCK EXTENSION:	189.00 SF

(B) LAKESHORE CALCULATIONS

BODDY
LAKESHORE ARCHITECT INC.
2114 S. 10TH ST.
MILWAUKEE, WI 53214
TEL: 414.224.1111
WWW.BODDYARCHITECT.COM

SURVEY BY:
SANDS SURVEYING, INC.
TONY SANDS
2 VILLAGE LOOP
KALISPELL, MT 59901
PH: (406) 795-6461

Revisions:

LODGE AT WHITEFISH LAKE
CONCORD (11-10) (11-10) (11-10)
WHITEFISH LAKE (TRACT 1 OF OS 1946)
ADDITIONAL PROPERTY (TRACT 1 OF OS 1946)
INTERFERING WITH NAVY
SEA, TRAN, RESERV

SCALE: SEE SHEET
DATE: 03-03-14
JOB #: 14-04

PROPOSED MARINA EXPANSION DOCK ENLARGEMENT # LAKESHORE CALCULATIONS

SHEET 2 OF 2

E:\2014 Projects\14-04 WLL Dock Expansion\14-04 WLL Dock Expansion.dwg, Project Drawing 11017, 3/10/2014 11:24:14 PM

PLANNING & BUILDING DEPARTMENT
PO Box 158
510 Railway Street
Whitefish, MT 59937
(406) 863-2410 Fax (406) 863-2409



Date: March 28, 2014
To: Advisory Agencies & Interested Parties
From: Whitefish Planning & Building Department

The regular meeting of the Whitefish City-County Planning Board will be held on Thursday, April 17, 2014 at 6:00 pm. During the meeting, the Board will hold public hearings on the items listed below. Upon receipt of the recommendation by the Planning Board, the Whitefish City Council will also hold subsequent public hearing on items 1-2 on Monday, May 5, 2014 and items 3-4 on Monday, May 19, 2014. City Council meetings start at 7:10 pm. Planning Board and City Council meetings are held in the Whitefish City Council Chambers, Whitefish, Montana.

1. The Lodge at Whitefish Lake and Averill Family Trust are proposing an amendment to the existing Planned Unit Development originally approved in May 1990. The property is currently developed with a lodge and marina, which were completed in 2005. The marina is currently limited to 85 slips per the original PUD. The applicant is proposing to amend the PUD to allow for additional slips based on recently acquired lakefront property. The applicant is request a total of 18 new slips, for a total of 103 slips. The property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West. (WPUD-14-03) Minnich
2. The Lodge at Whitefish Lake and Averill Family Trust are proposing a major lakeshore variance to expand an existing public marina originally approved with a Planned Unit Development in May 1990. The applicant is requesting the major variance to expand the number of slips for a total of 103 slips. The variance also requests to extend the existing gangway an additional 19 feet, and increase the amount of constructed area below the high water mark. The property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West. (WLV-14-W10) Minnich
3. Community Infill Partners llc is proposing a 62-lot subdivision with a Planned Unit Development overlay called Second Street Residences. The property is currently developed with two single family homes and is zoned WR-1 (One-Family Residential District) and WA (Agricultural District). The property is located at 100 Wild Rose Lane and can be legally described as Tracts 1K, 1D

EXHIBIT

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and 1DA in Section 32 Township 31 North Range 22W. (WPP 14-03/WPUD 14-02) Compton-Ring

4. Community Infill Partners llc is proposing a zone change in order to facilitate the Second Street Residences subdivision. The applicant is proposing to rezone the WA portion of the property (Tracts 1D and 1DA) to WER (Estate Residential District). (WZC 14-01) Compton-Ring

Documents pertaining to this agenda item is available for review at the Whitefish Planning & Building Department, 510 Railway Street during regular business hours. Inquiries are welcomed. Interested parties are invited to attend the hearing and make known their views and concerns. Comments in writing may be forwarded to the Whitefish Planning & Building Department at the above address prior to the hearing or via email: dtaylor@cityofwhitefish.org. For questions or further information regarding this proposal, phone 406-863-2410.

RESOLUTION NO. 05- 30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ADOPTING FINDINGS IN SUPPORT OF THE ISSUANCE OF PERMIT NO. WLP 04-W9-D, AMENDED, REGARDING THE WHITEFISH LAKE LODGE MARINA.

WHEREAS, on July 6, 2004, the Whitefish City Council approved Whitefish Lakeshore Permit No. 04-W9, which, among other things, authorized an additional thirty-five (35) slips for Applicant Whitefish Lake Lodge, as a result of the Applicant's beginning construction of a hotel; and

WHEREAS, the Whitefish Lakeshore Protection Committee and the City Council subsequently determined that the July 6, 2004, permit was issued on the basis of inaccurate and false information that was supplied at the time of the application; and

WHEREAS, as a result of such inaccurate and false information, and based upon corrected information, it was determined necessary to amend the permit; and

WHEREAS, the City Council desires to adopt Findings of Fact, to document the history of this project, the history of the recent applications, and to demonstrate why it was necessary and appropriate to amend the permit issued on July 6, 2004;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Whitefish, Montana, as follows:

Section 1: That all of the recitals set forth above are hereby adopted as Findings of Fact.

Section 2: That the following narrative is adopted as Findings of Fact justifying the City Council's amendment of the permit issued on July 6, 2004, which amendment was issued on July 5, 2005, and is attached to this Resolution as Exhibit "A." The following Findings are adopted:

1. Whitefish & Lost Coon Lake and Lakeshore Regulations provide construction standards for both public and private marinas. Private marinas are allowed to have a boat dock based on one boat slip per 20 feet of lakeshore frontage. Public marinas, as is the case of Whitefish Lake Lodge, are allowed to have twice as many boat slips based on a ratio of one boat slip per each 10 feet of frontage. In addition, public marinas receive a 50% bonus in constructed area versus a private marina. The standards for public marinas are more generous to reflect the fact that they provide services and access to the general population.
2. The original 1990 Planned Unit Development (PUD) approved the concept of the entire Whitefish Lake Lodge, including the marina.

EXHIBIT

4

That approval (Ordinance No. 90-6) included 85 boat slips to be built in three phases. These phases were to roughly follow the development and phasing of the entire resort. Condition #14 stated that "the developer shall apply to the city and receive approval of a Lakeshore Construction Permit" for the marina, recognizing that the PUD gave only concept and land use approval but did not grant formal lakeshore permit approval to the marina.

3. The Original PUD established a dock use or allocation system to ensure that the facility would function as a public marina and not as a marina serving just the demands of the resident condominium owners. As proposed by the Applicant, those standards contained the following percentages:

- 25% for day use and rental boats by the resort
- 25% for day and weekly use by resort patrons
- 50% for use by homeowners on a rental basis

The Original PUD also specified under Condition 33: "The boat slips be phased along with the facility. The first phase would be 18 boat slips, the second phase would be 50 boat slips, the third phase would be the remaining boat slips for a total of 85 slips."

4. When Whitefish Lake Lodge proposed to delay the construction of the hotel, the Planned Unit Development was amended in July 1992 (Ordinance No. 92-11) adding a requirement to Condition 33: ". . . PROVIDED, HOWEVER, that the boat slips shall not exceed 50 slips until the hotel is built."
5. Phase I of the marina (18 boat slips) was approved in 1991 by the Lakeshore Committee and City Council (WLP-91-23) subject to the condition that "before additional phases are built the design plan would have to go to the Lakeshore Protection Committee for review and that additional information on the water depth on October 15, the relationship to adjoining properties and the project as a whole and the functionality of the dock system would be presented."
6. Phase II of the marina (32 boat slips) was subsequently installed at some point in time without obtaining the necessary review and lakeshore permit. In addition, the maximum length of the marina was exceeded in violation of the original permit (WLP-91-23). Maximum allowed length was 237 feet, while a total length of 264 feet had been installed.
7. In May 2004, a lakeshore permit for Phase III of the marina (the final 35 boat slips) was submitted. An After-the-Fact Permit was also

requested for Phase II, and a variance was requested to allow the increased length to remain.

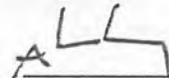
8. In reviewing the application for Phase III, it was believed by the Lakeshore Committee that many of the current slips reserved for day use, use by resort patrons, and rental by homeowners had been sold as long-term leases of up to 25 years, essentially converting it to a private marina. In spite of repeated requests from the Whitefish Lakeshore Protection Committee and the Tri-City Planning Office, the necessary information could not be obtained from the Applicant to determine how slips were allocated and whether the marina was in compliance as a public marina. For that reason the recommended approval for Phase III expansion was conditioned upon further evaluation and final approval after this information was supplied.
9. Through additional efforts by the Tri-City Planning Office, and subsequent involvement and correspondence from the City Attorney, complete information on slip allocation and leasing arrangements was obtained from the Applicant. This information revealed that false and misleading facts were supplied by Whitefish Lake Lodge at the time of application for the final 35 slips. It showed the marina was not in compliance as a public marina as required under the original PUD and lakeshore permit. In addition, it was learned through other sources that since preliminary approval of the 35 slip expansion, Whitefish Lake Lodge had entered into a new agreement with a private homeowners association that further violated conditions of approval. More specifically:
 - In the June 9, 2004 Whitefish Lakeshore Protection Committee meeting, Dan Averill stated that no long-term leases had been made in the past 5 years. Yet in the list of leases provided, 19 had been made since 1999, including 9 long-term leases of 19-21 years, and 10 long-term moorage agreements of 17-19 years -- with the most recent in 2004.
 - In a June 3, 2004 hand-written fax from Dan Averill to the Tri-City Planning Office (copy attached as Exhibit "B"), Mr. Averill asserted that only 28 of the current slips (approximately 50%) were allocated for long-term rental or lease. However, new information revealed that 44 (88%) of the current slips were committed to long-term leases and moorage agreements – a violation of the original Planned Unit Development and lakeshore permit. For all practical purposes, after excluding slips used by the marina's rental fleet, the entire marina had been converted to private usage through lucrative long-term contracts.

- Moreover, five months after the July 6, 2004 preliminary approval of the Phase III marina expansion by the City Council, Whitefish Lake Lodge entered into a new commercial lease agreement with Iron Horse development that would allocate an additional 15 slips for their private membership, partially in exchange for a lifetime membership to Iron Horse Golf Club and facilities for the Averill family. As these slips do not qualify under any of the designated slip categories, this agreement was in violation of the original Planned Unit Development, the original lakeshore permit, as well as the preliminary approval of WLP-04-W9 for the new Phase III expansion.

10. If the Whitefish Lakeshore Protection Committee and the Whitefish City Council had known the above facts in July 2004, then the permit for the Phase III expansion might have been denied until the current 50 slips were brought into compliance, or possibly denied in its entirety – requiring the Whitefish Lake Lodge to operate as a private marina with a reduced number of slips.

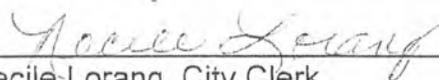
Section 3: This Resolution shall take effect immediately upon its adoption by the City Council, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS 6TH DAY OF SEPTEMBER, 2005.



ANDY FEURY, MAYOR

ATTEST:



Necile-Lorang, City Clerk

AGREEMENT
REGARDING
WHITEFISH LAKE AND LAKESHORE
CONSTRUCTION PERMIT #WLP-04-W9-D AMENDED

The undersigned applicant has reviewed all of the terms and conditions of approval of Construction Permit #WLP-04-W9-D Amended, a copy of which is attached hereto, and with the exception noted below, accepts such terms and agrees to be bound by, and to comply with, all of such terms and conditions of approval. The undersigned agrees that Construction Permit #WLP-04-W9-D Amended shall be submitted to the Whitefish City Council for approval, and requests that the Whitefish City Council approve it. To confirm acceptance of all of the terms and conditions of approval (subject to the exception noted below), the President of the undersigned has initialed all of the attached pages of Construction Permit #WLP-04-W9-D Amended.

The undersigned acknowledge that any approval of this permit is contingent upon fulfillment of Conditions Nos. 8 and 11 prior to installation of the marina expansion.

The undersigned do not agree with the final sentence of Condition No. 20.

NDI, Inc., d/b/a/ Whitefish Lake Lodge Resort

By: Sean Averill
Sean Averill, President

APPROVED AS TO FORM

D. Averill
Dan Averill

Sean Averill
Sean Averill

Brian Averill
Brian Averill

EXHIBIT # A

Whitefish Lake Lodge – Permit #WLP-04-W9 3rd Amendment (July 5, 2005)

CONDITIONS OF APPROVAL

1. The Lakeshore Protection Zone is defined as the lake, lakeshore and all land within 20 horizontal feet of the average high water line at elevation 3,000.6' (1998 datum).

CONSTRUCTION:

2. Any wood used in construction of the new dock shall be untreated and left in its natural state. Use of a wood polymer composite (i.e. TREX) is strongly encouraged. Use of painted material, plywood, particleboard or other glued composite board is not allowed.
3. If foam logs or similar easily damaged flotation systems are incorporated into the dock design, said material shall be completely encased in solid wood or a suitable impervious, non-corrosive material such as a synthetic, aluminum or galvanized sheet metal to avoid the breakup or scattering of materials. Boards may be spaced up to one-half inch (1/2") apart on the bottom or drain holes may be incorporated into other materials to aid in drainage. All foam-encased floating docks shall be maintained according to these standards or else be immediately and completely removed from the Lakeshore Protection Zone. All foam shall be extruded closed-cell polystyrene (blue or pink logs) unless encased in synthetic "rotomolded" floats. EZ Dock conforms to this specification.
4. The dock components shall be constructed outside of the Lakeshore Protection Zone. Upon completion the components may be brought to the lakeshore area and launched.
5. The floating dock shall be suitably anchored to the lake bottom to avoid drift. Anchoring methods for the dock are limited to cable; galvanized chain or nylon or polypropylene rope attached to a suitable clean weight such as solid clean concrete, rock or steel blocks.

CONFIGURATION:

6. The dock shall be configured and placed on the property ownership as shown in the updated Schematic Drawing supplied at the WLPC meeting of May 25, 2005.
7. The marina shall maintain at least a 150-foot setback from the side riparian property lines.

SLIP ALLOCATION:

8. Prior to installation, a final configuration layout shall be provided to, and accepted by (signed by) the Whitefish Planning Office. This configuration layout shall include category designation (A, B, or C), and usage for Category C (day use or rental fleet).
9. The 85 boat slips shall be allocated as required by the original permit and Planned Unit Development described in the City Council minutes of May 7, 1990:
50% of slips for use by homeowners
25% for day and weekly use by resort patrons
25% for day use and rental boats by the resort

Category A (43 slips): Dedicated for rental by The Lodge homeowners or condominium-hotel owners as follows:

- Rental shall be on a one-unit/one-slip basis. Multiple slips cannot be rented to the owner(s) of a single unit.

- No rentals shall be made to non-homeowners or condominium-hotel unit owners.
- Rental terms shall be seasonal or short-term leases of 5-year duration or less.
- If there is insufficient demand by homeowners for Category A docks, the Lodge may make these docks available to the general public by public lottery as described below.

Category B (21 slips): Dedicated for day or weekly use by resort patrons:

- Rental of these slips to individuals not registered and staying at the resort is prohibited except by public lottery as described below.

Category C (21 slips): Dedicated for day-use and rental boats owned and operated by the marina.

- A minimum of 5 day-use slips shall be designed, labeled, and reserved for use by Restaurant patrons after 5pm.
- No overnight moorage is allowed in slips designated for day-use, except in emergency circumstances. Such circumstances would include an intoxicated patron, a mechanically disabled boat, or adverse weather conditions, and would be limited to overnight use.
- Rental of these slips is prohibited except by public lottery as described below. However, the Lodge shall be allowed to charge a reasonable use fee for usage of day use slips, provided the fee is applied universally and equitably.

10. The 44 existing long-term (17-23 year) leases and moorage agreements will be managed and eventually eliminated to conform to Category A as follows:
 - This number of long-term leases and moorage agreements shall be reduced to 43 prior to July 1, 2006.
 - The remaining leases shall be allowed to expire at their current termination date. At that time, the leases shall not be renewed, and the slips must be rented to homeowners as described in Category A above.
 - Until the current expiration date has been reached, The Lodge may acquire and resell these leases and long-term moorage agreements **only for the duration of the remaining original term.** Resold leases and agreements shall not have any renewal provisions.
 - At the time of the re-sale of a long-term lease or moorage agreement by The Lodge, a copy of the existing lease or moorage agreement shall be provided to the Whitefish Planning Office, along with the new lease or moorage agreement for an authorizing signature. Said approval shall be given within 5 business days if the new lease or moorage agreement meets the above provisions of this condition.
11. The new Commercial Lease Agreement signed in 2004 with Iron Horse shall be amended to cancel the fifteen additional slips allocated to Iron Horse members. The wording which extends the existing eight 22-year leases to "indefinite" leases shall be removed, and these leases shall expire in April, 2021. Any other wording that indicates preferential treatment by the marina shall be removed. No new leases, rental agreements, or preferential treatment shall be given to outside homeowners associations. A draft copy of the amended agreement must be submitted to and approved by the Whitefish City Attorney prior to permit

approval by City Council. A signed copy of the approved agreement must be submitted prior to installation of the expanded marina.

12. If The Lodge determines that it has excess slips available under Category A, B or C, they may be allocated to public seasonal rental (single-season and non-renewable) under the following guidelines:
 - Lottery Guidelines:
 - a) The lottery shall be advertised at the marina, and a sign-up list shall be publicly posted.
 - b) Only one application is allowed per household. The Lodge homeowners or condominium-hotel owners eligible for Category A are excluded from this lottery.
 - c) Drawing shall be held in a public place with a member of the Lakeshore Protection Committee or Whitefish Planning Office present.
 - d) Allocation from the waiting list shall be by random number selection (i.e. www.random.org).
 - e) A list of seasonal renters granted a slip under lottery, and the waiting list of potential renters, shall be posted in a public location at the marina office.

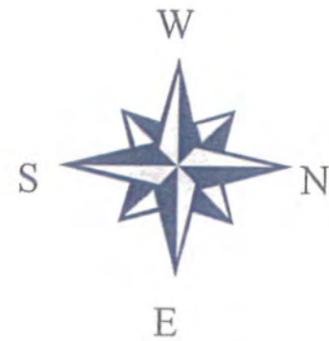
OPERATION:

13. The applicant shall not allow permanent or overnight mooring of boats or personal watercraft outside of the designated 85 slips. One slip shall be allocated for a single boat or a personal watercraft.
14. Cleats shall only be placed on individual slips or where necessary for marina operation. Signs shall prohibit overnight mooring at cleats used for marina operation.
15. This marina's increased slip density has been granted as a public/commercial marina. As such, the marina must be operated subject to the conditions described above, providing services to the general public, patrons of the resort and to homeowners.
16. If the new hotel facility ceases to function as a hotel with nightly and weekly reservations, then this permit for the additional 35 slips shall be revoked and the marina shall return to its previous configuration (Phase II).
17. Any changes to the marina size or configuration, slip numbering, or category designation/usage shall be amended by lakeshore permit.
18. This marina shall comply with future public marina regulations regarding boat fueling, boat washing, storm water management, and other similar marina functions.
19. The Whitefish Planning Office may bring this permit under review at any time to check for compliance with conditions of this permit.
20. The Whitefish City Council may set other requirements to ensure operation as a public marina. In the event of repeated violations of the conditions contained herein, the City Council may, after reasonable notice, choose to revoke this permit and return the marina to its previous configuration (Phase II) and require operation as a private marina.
21. The Lodge shall submit an accurate and complete slip assignment listing to the

Whitefish Lakeshore Protection Committee by July 1st of each summer to review for compliance. This list shall include the lessee or renter's name, and lease/rental duration for all slips allocated in Category A, and for seasonal rental allocated by lottery. Submittal of inaccurate or incomplete slip assignment information may be considered a violation of this permit.

22. For 2005 only, the slips in Category B and C may be rented for the summer season without public lottery.
23. This permit shall be valid for one year from the date of issuance. Upon completion of the work, please contact WLPC member Marion Kibbe at 862-5773 or Marcia Sheffels at 862-4576 for inspection.

Lodge at Whitefish Lake Marina Map



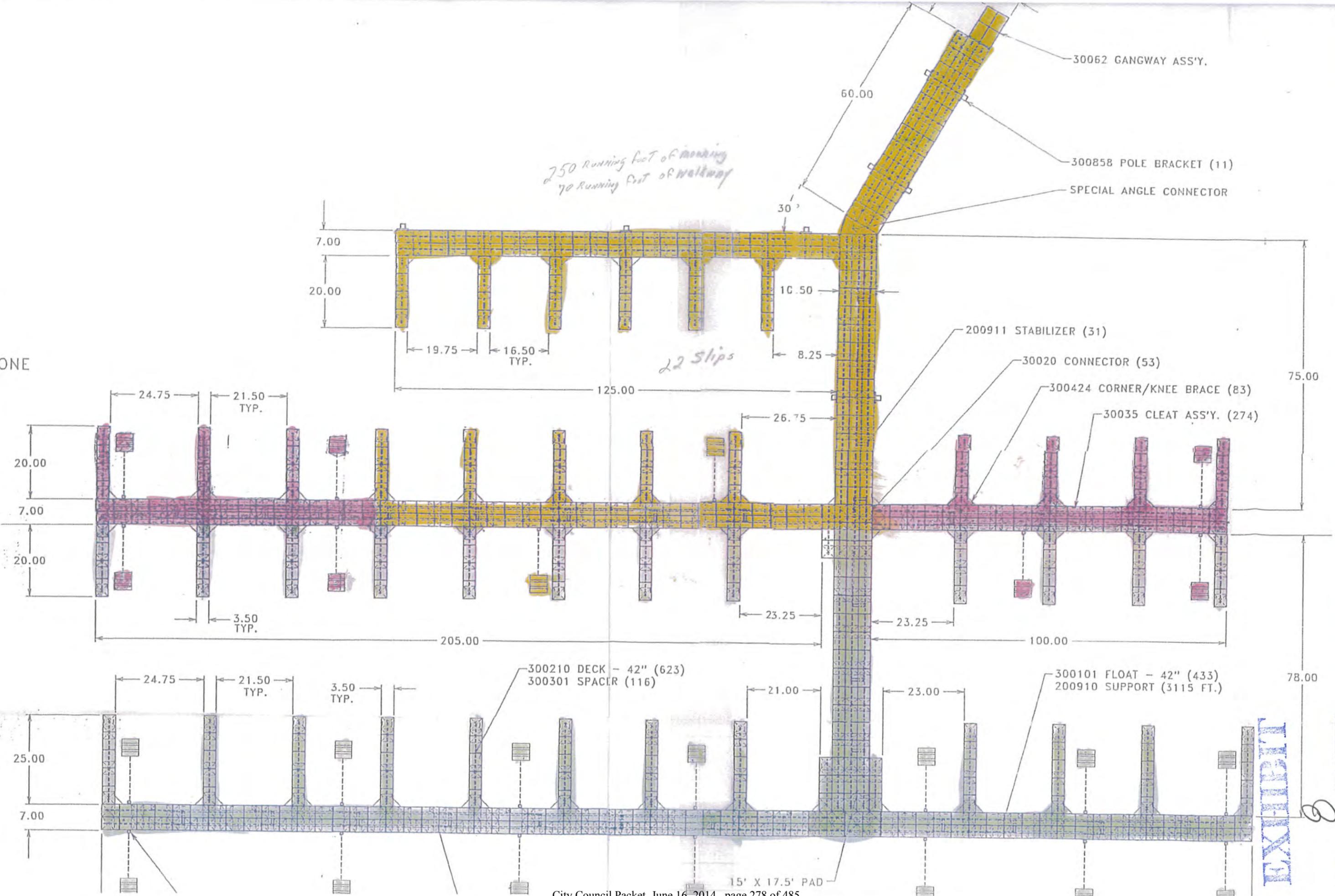
04-01-14 P02:50 IN

EXHIBIT

7



E ONE



REVISIONS

WHITEFISH LAKE LODGE
MARINA
WHITEFISH, MONTANA

NOT FOR CONSTRUCTION

SCHEMATIC
DESIGN

COPYRIGHT 2004
CIA
ARCHITECTS
ENGINEERS
BILLINGS • MISSOULA
BOZEMAN • GREAT FALLS
HELENA • JASPERS
SPOKANE • JACOBSON
BOZEMAN
ALL RIGHTS RESERVED

DRAWN BY: JCC
CHECKED BY: JCC
DATE: 08-25-09
CTA # 1411
CADD FILE:
DIR:

CTA
ARCHITECTS
ENGINEERS
BILLINGS • MISSOULA
BOZEMAN • GREAT FALLS
HELENA • JASPERS
SPOKANE • JACOBSON
BOZEMAN

ENLARGED
DOCK PLAN

SHEET
2 OF 2

APPROVED
CITY OF WHITEFISH
PLANNING DEPARTMENT
8-30-05



LEGEND

ALLOWED PUD LEAS-23 *	0833 TS SF
LEP-24-05 *	21 SE
TOTAL ALLOWED *	1,072 TS SF
NEW PIERNA CONFIGURATION *	0924 SF

PUD DOCK LENGTH PUD LEAS-23 *	23' FT
LEP-24-05 *	21 FT
TOTAL ALLOWED *	264 FT
DOCK LENGTH FROM SHORE *	260 FT

TOTAL SLIPS - 65

CATEGORY A - SEASONAL RENTAL GRANDFATHERED LEASES	43 SLIPS TOTAL
CATEGORY B - DAY AND WEEKLY USE BY RESORT PATRONS	7 SLIPS TOTAL
CATEGORY C - RENTAL FLEET - TRAVEL & SLIPS DAY USE - TRAVEL & SLIPS	7 SLIPS TOTAL

EXHIBIT

9

ENLARGED DOCK PLAN
SCALE: 1" = 20' 0"



Whitefish County Water & Sewer District

PO Box 1755 - Whitefish, MT 59937 - (406) 863-4820 - Fax: (406) 863-4809

April 24, 2014

Whitefish City-County Planning Board
PO Box 158
Whitefish, .MT 59937

RE: The Lodge at Whitefish Lake Marina
Proposed Variance and PUD Amendment

Dear Planning Board Members:

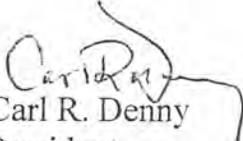
The Whitefish County Water & Sewer District is a government established and funded organization, which concerns itself with Whitefish Lake and Whitefish Watershed water quality issues.

We have noted with interest, the proposed enlargement of the marina facilities at The Lodge at Whitefish Lake. Such facilities, if not carefully done, have a strong potential to adversely affect our community's water quality.

We, therefore, urge the Whitefish City-County Planning Board to scrupulously hold The Lodge at Whitefish Lake to the regulations set forth by the Whitefish Lakeshore Preservation Act for its present and any future facilities.

The Board appreciates the opportunity to review and comment on any such requests that may have an impact upon water quality in the District.

Yours truly,


Carl R. Denny
President

EX-100-11

04-28-14 11:38 RCVD

10

David Taylor

From: Edwin Fields [edwin@fieldsconstruction.us]
Sent: Thursday, April 17, 2014 12:26 PM
To: dtaylor@cityofwhitefish.org
Subject: Lodge at Whitefish Lake

To the Planning Board, back in the mid 1980's I was a Planning Board member and was appointed from the Board as the Board representative to the Lakeshore Protection Committee. I became President of that committee for I believe three years. During that time we reviewed the original Lakeshore regulations and were the ones who developed the formulas that defined what and how much could be done on the lakeshore and within the lake. The reason that limits to development came into being arose from multiple owners purchasing a single property on the lake ,then wanting multiple docks on that jointly owned property (pyramid buying). The committee foresaw that this type of situation left unchecked could completely choke the lake with docks. The same went for other types of construction. I believe that to bend the rules for The Lodge at Whitefish Lake may not seem at first glance to effect much I will caution you against doing so. Many people wish they had docks on the lake and once an exception is made for one , I guarantee you others will follow. In my humble opinion there are already too many boats on Whitefish Lake in the summer season and many of them are way too big. Please limit the request to the 9 docks that the Lodge would be allowed under the regulations. Sincerely, Edwin Fields, 511 Lakewood Ct., 862-9623.

David Taylor

From: Bill Hirst [bhirst@hirst-appraisal.com]
Sent: Thursday, April 17, 2014 10:34 AM
To: dtaylor@cityofwhitefish.org
Subject: Marina expansion

The Lodge at WF Lake / Marina Expansion / Bad Idea

This will not increase public access / This will create financial gain for The Lodge
Without the purchase of a leased slip I have always been directed to a couple shallow slips in the rear full of lily pads
(basically no dock access)

This issue was contentious and litigated in 2005 – nothing has changed.

Thank you for your consideration,

William Hirst

David Taylor

From: Patti Scruggs [lazyotter@centurytel.net]
Sent: Thursday, April 17, 2014 9:32 AM
To: dtaylor@cityofwhitefish.org
Subject: Marina expansion

To: City-County Planning Board

I am opposed to the Lodge expanding its marina and boat slips unless ALL the slips are for public use and not placed in the seasonal lottery. I have taken my boat to the Lodge for lunch many times and attempted to put my boat in a public use slip. They showed me ONLY 3 slips that were available...one had a kayak in it and the other two were way in back with only a few feet of water. I asked about all the so-called PUBLIC use day slips and was told they were in a lottery and rented for the season. Adding more slips would only allow the wealthier folks to lease them. It would not increase the slips available to the general public. When the marina was originally developed, I assumed many of the slips were available for day use by the general public, not sold to the highest bidder.

I also think the few public day use slips now available should be closest to the lake, not way in back where the water is too shallow.

Thank you.
Patti Scruggs

Sent from my iPad

David Taylor

From: william schlott [wschlott@mac.com]
Sent: Thursday, April 17, 2014 8:54 AM
To: dtaylor@cityofwhitefish.org
Cc: william schlott
Subject: Monk's Bay Homeowner's Opposition to Whitefish Lake Lodge Marina Expansion Project

Mr. Taylor,

As a 22-year resident of Parkway Drive on Monk's Bay / Whitefish Lake, I wish to express my opposition to Whitefish Lake Lodge's proposed expansion to its marina.

Since the lodge's construction in 2005, its presence has had a detrimental effect on the quality of life in our cove. Additional boat slips and the extension of dock space into the lake would only exacerbate the noise pollution and over-concentration of boat and jet ski traffic in that area.

It would appear that private homeowners and businesses in Whitefish are subjected to a different regulatory standard. While we were fined one summer for installing a water trampoline in front of our dock for our grandchildren to use during their 2-week visit, Whitefish Lake Lodge's owners wish to alter pre-existing regulations to suit their own wishes.

While it is true that Whitefish Lake is not overcrowded, Monk's Bay is. Kindly consider denying Whitefish Lake Lodge's request for 18 additional slips and the major variance for lakeshore construction.

Best regards,
Pam and Bill Schlott
420 Parkway Drive
Monk's Bay / Whitefish Lake

April 10, 2014

Bailey Minnich, Planner II
City of Whitefish
510 Railway St.
P O Box 158
Whitefish, Montana 59937

Re: Request from the Lodge at Whitefish Lake

Having grown up on Monks Bay, living there from 1939 to 1974, and still keep my boat there on family property, I've watched the impact the boats moored at the Lodge have had on the water quality and generated safety concerns.

For the most part the water was clear with the exception of severe wind storms. Now it is very rarely that way due to excess boat traffic, caused primarily by the larger and bladder type boats moored there.

I therefore object to any further expansion of dock length or number of slips permitted.



	Mr. Charles Abell 5 Woodland Pl Whitefish, MT 59937
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862-7383

April 14, 2014

Dave Taylor, Planner: Whitefish City-County Planning Board: Whitefish City Council
City of Whitefish
510 Railway St.
P O Box 158
Whitefish, Montana 59937

As one of the persons, along with Gene Hedman, Frank Morrison, Jerry Hanson and others, and with the help of Bob Brown, we were able to get Lakeshore Protection legislation passed by the Montana Legislature in 1975. I have become very concerned about the permissiveness that has found its way into local administration of this state law.

This legislation was presented and passed to maintain unique quality and ambience of Montana public waters and our shorelines. Local examples shown to the legislature were dredging in Lazy Bay, Viking Lodge filling in of Monks Bay, and the wooden bulwark at Glenwood.

The maintenance of a natural and quality shoreline has added immeasurably to the economic values of shoreline owners as well as to the attractiveness presented to our visitors.

The standards that were set in the formative years of our local committee were intended to meet the purpose of the progressive legislation. Many of the committees made of both county and city residents were selected for their interest of quality shorelines, and were from various locations around our lake. They took pride in the results and often mentioned how much better it looks here relative to many other NW Montana lakes.

Rules and regulations were set by our local committee as intended by the legislature because they know the lake and could recommend what was appropriate. Example: while dock length and surface coverage was set by shore ownership but where maximum length was not needed, due to bottom steepness, appropriate length was permitted. Not just because!

After having attended the County Planning Dept. Lakeshore meeting earlier this year, I wonder if we should be using their department's inspector. We all pay county taxes.

You must be thinking about what our lakes and shorelines will be like 100 years from now. Don't let short-term, current personal wishes, destroy the enjoyment of those who follow us.



Mr. Charles R. Abell
5 Woodland Pl.
Whitefish, MT 59937

To All Whom It May Concern,

Please do not issue any more building or expansion permits to the Averill's Whitefish Lake Lodge—either on land or lake. The family has a very long history of submitting plans and proposals and whether revised, rejected or approved, doing something 'other' than what they asked for. There are rules and laws that the rest of the population is forced to live by—particularly on the Lake. They should be required to do the same. And for the most part have not.

Aside from the noise annoyance at all hours, to one and all, in a rather large vicinity, there are very serious health and safety issues at stake. More boats, more accidents, more pollution. Monk's Bay has always been shallow, muddy and weedy. Not really a nice place for children or adults to play and swim and not a good place for intoxicated boat drivers and jet skis to be showing off. Or more motorized traffic in general.

The most important issue is the HEALTH OF THE LAKE. The critical wet land on the East side of Wisconsin Ave. has already been clear cut, filled in and asphalted. Parking is at a premium on the lake side and overcrowded on the East side. There is constant foot traffic going to recreate on the lake—as the foot bridge is, by all evidence, not in use. This is a VERY dangerous situation as well as a constant source of concern on the part of local and tourist alike. The 45 MPH speed limit is far too high and the road is badly marked. Add this to the fact that very few of the pedestrians are paying any attention to vehicle traffic.

Their proposal has little to do with 'public access'. Especially at the high cost of dock space and the difficulty of getting across the road just for a swim. Yes, there will be a few construction jobs created in the short run and some 'service' jobs in the long run. Jobs should not be an issue.

Because of the already overcrowded condition of Monk's Bay, the proposed marina expansion is not worth the cost in health and safety to the community and will do little to enhance the tourist trade.

Please, just say NO.

Thank you for your attention,

Sharlot B, Battin
185 Reservoir Road
Whitefish



City of Whitefish
 Planning & Building Department
 PO Box 158
 510 Railway Street
 Whitefish, MT 59937
 Phone: 406-863-2410 Fax: 406-863-2409

File #: WLW-14-W10
 Date: 3/21/14
 Intake Staff: _____
 Date Complete: _____

LAKESHORE CONSTRUCTION PERMIT APPLICATION

WHITEFISH, BLANCHARD, LOST COON LAKE

FEE ATTACHED \$ _____

A permit is required for any work, construction, demolition, dock/shorestation/buoy installation, and landscaping or shoreline modification in the lake and lakeshore protection zone – an area extending 20 horizontal feet landward from mean high water of:

- 3,000.79' msl (NAVD 1988) for Whitefish Lake
- 3,144.80' msl (NAVD 1988) for Blanchard Lake
- 3,104' msl (NAVD 1988) for Lost Coon Lake

INSTRUCTIONS:

- Submit the application fee, completed application and appropriate attachments to the Whitefish Planning & Building Department a minimum of **three (3) weeks prior** to the Lakeshore Protection Committee meeting at which this application will be heard.
- The regularly scheduled meeting of the Lakeshore Protection Committee is the second Wednesday of each month at 6:00PM in the Planning & Building Department Meeting Room.
- After the Lakeshore Protection Committee meeting, the application is forwarded with the Committee's recommendation to the next available City Council meeting for final action, unless it is a committee approved permit.
- All work will be inspected for conformity with permit. Permits are valid for one year from date of approval and can be renewed by the governing body upon request.

A. LEGAL DESCRIPTION OF PROPERTY:

Street Address 1380 Wisconsin Avenue

How many feet of the lake frontage do you own? _____

Assessor's Tract No.(s) 03910375, Tr. 1 COS10247, Tr. 1 COS19648, Amnd Plat Lot 1 Barkley Tracts

Block # _____ Subdivision Name _____
 1/4 Sec _____ Section 24 Township 31N Range 22W

I hereby certify that the information contained or accompanied in this application is true and correct to the best of my knowledge. The signing of this application signifies approval for the Whitefish Staff to be present on the property for routine monitoring and inspection during the approval and development process.

[Signature]
 Owner's Signature

3/21/14
 Date

Brian Russell
 Print Name

¹ May be signed by the applicant or representative, authorization letter from owner must be attached. If there are multiple owners, a letter authorizing one owner to be the authorized representative for all must be included

EXHIBIT

11

Applicant's Signature _____

Date _____

Print Name _____

Representative's Signature _____

Date _____

Print Name _____

APPLICATION CONTENTS:

Attached ALL ITEMS MUST BE INCLUDED - INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

- Lakeshore Construction Permit Application
- Written description how the project meets the criteria in Sections C-F
- Site Plan drawn to scale
- Project Drawing that is drawn to scale
- Vicinity Map

Minimum of three (3) photos: 1 photo of property from lake; 2 photos showing lakeshore protection zoning from property boundary toward the other property boundary (e.g., from the north property line across property to the south) and photos of each existing structure or constructed area within the lakeshore protection zone (dock, boathouse, stairs, etc.)

B. OWNER(S) OF RECORD:

Name: Dan + Laurie Averill Family Trust Phone: _____

Mailing Address: PO Box 275

City, State, Zip: Bigfork MT 59911

Email: _____

APPLICANT (if different than above):

Name: Brian Averill Phone: 406-863-4000

Mailing Address: The Lodge at Whitefish Lake, 1380 Wisconsin Ave

City, State, Zip: Whitefish MT 59937

Email: brian@lodgeatwhitefishlake.com

CONTRACTOR/Technical Assistance

Name: Nikki Bond Phone: 406-250-2993

Mailing Address: 527 Skyles Place

City, State, Zip: Whitefish MT 59937

Email: nicknackmt@gmail.com

C. NATURE OF THE PROPOSED WORK: (describe what you propose to build, demolish or install. Give dimensions, material and list heavy equipment, if any to be used.)

See attached

D. Describe any Environmental Impacts (e.g. impacts on water quality or fish and wildlife habitat, increased sedimentation, etc.). Explain what measures will be taken to alleviate these impacts.

See attached

E. Describe existing improvements on the property within the lakeshore protection zone along with the square footage of each such as an existing dock, stairs, deck or patio and when they were constructed, if known, or the permit number.

See attached

F. If a variance is requested in addition to this permit, specify the reasons or conditions which require or warrant the variance on a separate variance form. An additional fee is required for a variance request. What is the variance proposal?

See attached

FEES:

Administrative Permit no committee meeting: waterlines, dead trees, buoys, burning etc.	\$75
Administrative Permit with committee meeting: docks under 60', shore stations	\$255
Standard Permit (construction, rip rap, stairs, dredging, filling, excavation, clearing, machinery operations)	\$350 base fee (1 activity) \$140 each additional activity <i>(Activity is defined as a separate component or project that by itself would require a permit)</i>
Variance – Minor	\$490/variance – added to standard permit fee; supplemental application required
Variance – Major	\$1,400/variance – added to standard permit fee; supplemental application required
"After-the-Fact" Permit	4 times the normal fee

C. NATURE OF THE PROPOSED WORK: (describe what you propose to build, demolish or install. Give dimensions, material and list heavy equipment, if any to be used.)

The request is to expand the existing marina based on newly acquired frontage adjacent to the south. We are requesting to add nine additional spaces based on frontage and nine additional slips through a variance in conjunction with the PUD. Of the expansion, a total of 1,013.20 square feet would be added to accommodate the new slips based on frontage and 923.90 square feet for the nine slips requested through a variance. We are also proposing to install a 19.46' dock extension which would push the innermost slips further into the water as the depth is extremely shallow - less than 2' depth at low water. The materials used would match the existing floating dock system.

The proposed additions would increase the marina on the southside by six slips and twelve slips would be added to the innermost wing on the north side of the dock. This would not increase the northern setback as the wing would mirror the length of the two other wings on the north side.

D. Describe any Environmental Impacts (e.g. impacts on water quality or fish and wildlife habitat, increased sedimentation, etc.). Explain what measures will be taken to alleviate these impacts.

There are no anticipated environmental impacts. No disturbance of the lakeshore zone is proposed as the wing sections float on the lake and are removed during the winter months.

E. Describe existing improvements on the property within the lakeshore protection zone along with the square footage of each such as an existing dock, stairs, deck or patio and when they were constructed, if known, or the permit number.

The existing improvements within the lakeshore protection zone are the marina (9,932.90 square feet); ramps (252 square feet); and a landing (70 square feet). There is also a float house that does not count as impervious surface as it is movable and is licensed as a boat. The marina has been through numerous applications beginning in 1991 with a PUD application. The marina was built in phases in conjunction with the PUD:

Phase 1, WLP-91-23 18 slips

Phase 2, WLP-04-W9 32 slips

Phase 3, WLP-04-W9D 35 slips

F. If a variance is requested in addition to this permit, specify the reasons or conditions which require or warrant the variance on a separate variance form. An additional fee is required for a variance request.

What is the variance proposal?

The variance request involves four deviations from the current lakeshore regulations:

1. Exceeding the maximum dock length allowed;

2. Increasing the number of slips allowed based on frontage from 85 to 94;
3. Adding an additional 9 slips for public use of which four will be for day use and five for annual lottery (104 total including the temporary slip added for the City of Whitefish Fire Boat);
4. Enlarging the constructed surface area below mean high water.



City of Whitefish
 Planning & Building Department
 PO Box 158
 510 Railway Street
 Whitefish, MT 59937
 Phone: 406-863-2410 Fax: 406-863-2409

File #: WLW-14-W10
 Date: 3/21/14
 Intake Staff: _____
 Date Complete: _____

SUPPLEMENTAL LAKESHORE VARIANCE APPLICATION

WHITEFISH, BLANCHARD, LOST COON LAKE

FEE ATTACHED \$ _____
 (nonrefundable)

The variance mechanism is not intended to address situations that are a matter of convenience rather than hardship. It is not intended to provide economic relief from a specific standards requirement. A lakeshore variance is not intended to address a violation that does not conform to the lakeshore regulations.

INSTRUCTIONS:

- Pre-application meeting is required with city staff. Date of pre-application meeting: _____
- Submit the application fee, completed standard lakeshore construction permit application, the supplemental variance application and appropriate attachments to the Whitefish Planning & Building Department a minimum of **three (3) weeks prior** to the Lakeshore Protection Committee meeting at which this application will be heard.
- Staff will make a recommendation to the Lakeshore Protection Committee. A staff recommendation for approval of a variance does not provide a guarantee that the variance will be approved.
- The regularly scheduled meeting of the Lakeshore Protection Committee is the second Wednesday of each month at 6:00PM in the Planning & Building Department Meeting Room.
- After the Lakeshore Protection Committee meeting, the application is forwarded with the Committee's recommendation to the next available City Council meeting for final action. Appeals of the decision of the Whitefish City Council must be made in District Court per §75-7-215 of the Montana Code.

A. LEGAL DESCRIPTION OF PROPERTY:

Street Address 1380 WISCONSIN AVENUE

How many feet of the lake frontage do you own? 940.32'

Assessor's Tract No.(s) 0390375, Tract 1 COS 10747, Tr. 1 COS 19648, Amd Plat Lot 1 *Barkley Tracts*

Block # _____ Subdivision Name _____

Section 24 Township 31N Range 22W

I hereby certify that the information contained or accompanied in this application is true and correct to the best of my knowledge. The signing of this application signifies approval for the Whitefish Staff to be present on the property for routine monitoring and inspection during the approval and development process.

Owner's Signature¹ _____

Date _____

Print Name _____

¹ May be signed by the applicant or representative, authorization letter from owner must be attached. If there are multiple owners, a letter authorizing one owner to be the authorized representative for all must be included

Applicant's Signature _____

Date _____

Print Name _____

Representative's Signature _____

Date _____

Print Name _____

APPLICATION CONTENTS:

Attached ALL ITEMS MUST BE INCLUDED - INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

- Lakeshore Construction Permit Application
- Supplemental Lakeshore Variance Application
- Submit a site plan, either drawn to scale or with dimensions added, which shows in detail your proposed project, your property lines, existing and proposed buildings, traffic circulation, driveways, parking, landscaping, fencing, and any unusual topographic features such as slopes, drainage, ridges, etc. Where new buildings or additions are proposed, building sketches and elevations must be submitted.
- Address 'Findings' and 'General Criteria' under C and D
- Major Variances:
 - Address 'Major Variance Criteria' under E
 - Submit 'Environmental Impact Statement' §13-4-2B(2)

B. OWNER(S) OF RECORD:

Name: Don + Laurie Avenell Family Trust Phone: _____

Mailing Address: PO Box 275

City, State, Zip: Bigfork MT 59911

Email: _____

APPLICANT (if different than above):

Name: Brian Avenell Phone: 406.863.4000

Mailing Address: The Lodge at Whitefish Lake, 1380 Wisconsin Ave

City, State, Zip: Whitefish MT 59937

Email: brian@lodgeatwhitefishlake.com

CONTRACTOR/Technical Assistance

Name: Nikki Bond Phone: 406.250.2993

Mailing Address: 527 Skyles Place

City, State, Zip: Whitefish MT 59937

Email: nickknackmt@gmail.com

B. FINDINGS - The following criteria form the basis for approval or denial of the variance request. The burden of satisfactorily addressing these criteria lies with the applicant. These criteria are intended to prevent the circumvention of the lakeshore protection regulations and are typically based on a unique circumstance over which the property owner has no control.

1. Describe the nature of the variance request

The variance request involves four deviations from the current lakeshore regulations:

1. Exceeding the maximum dock length allowed;
2. Increasing the number of slips allowed based on frontage from 85 to 94;
3. Adding an additional 9 slips for public use of which four will be for day use and five for annual lottery (104 total including the temporary slip added for the City of Whitefish Fire Boat);
4. Enlarging the constructed surface area below mean high water.

The float house noted on the site plans does not count towards the overall constructed area as it can be moved and is licensed as a boat.

The existing slips are allocated with 50% being used by homeowners of the condominiums, 25% for long-term use including lottery allocated slips and 25% for short term day use. Out of the 18 slips sought with the expansion all of the slips would be available for public use - fourteen for the existing lottery system and four spaces for day use only.

2. Explain which specific section of the Lakeshore Protection Regulations the variance would apply and the extent to which the request would deviate from the standard

13-3-1-L-7-b In addition to subsection K of this section, design standards for docks, the maximum length of that portion of any dock extending over water shall be one hundred feet (100').

The existing length of the marina of roughly 247' was approved through the PUD process in order to meet a minimum water depth and subsequently through approvals from the Lakeshore Protection Committee and the City of Whitefish City Council. The total dock length below mean high water requested is 266.08'. This is an addition of 19.46' to account for a dock section that would extend the innermost wings to deeper water. In late summer the innermost slips have less than 2' of water depth which makes utilizing the allowed slips difficult. The additional length would allow for guaranteed use of the existing slips and the proposed 12 new slips along this wing.

13-3-1-L-7-e The amount of constructed surface in the lakeshore protection zone per property shall not exceed fifteen (15) square feet for each linear foot of lakeshore frontage.

The above section does not require a deviation. It is only mentioned to clarify the possibility of claims of exceeding the allowable constructed area. A deviation from this standard does not apply as the constructed area does not exceed 14,104.8 square feet. The constructed area coverage expansion that is needed is contained within 13-3-1-L-7-f which applies only to constructed area below mean high water.

13-3-1-L-7-f The amount of constructed surface located below the mean annual high water line shall not exceed twelve (12) square feet for each linear foot of lakeshore frontage.

Based on the frontage criteria for public marinas, the property would be eligible for 11,283.84 square feet of constructed area below mean high water. The request exceeds the area by an additional 398.91 square feet. While this deviates from the constructed area allowed below mean high water, the constructed area allowed based on lakeshore frontage of 14,104.8 square feet is not being exceeded. The scope of the request contains 11,682.75 square feet of constructed area within the lakeshore protection zone for the marina facility. The deviation is based only on the constructed area below mean high water and not the overall constructed area within the 20' lakeshore protection zone.

13-3-1-L-7-g The overall density of boats or boat slips provided shall not exceed one boat or boat slip per ten (10) linear feet of lakeshore frontage.

The public marina was approved for 85 slips under the original permit. In 2012, the City of Whitefish increased the number of slips to 86 to allow for an additional slip to be used by the city for the fire department boat. The terms of the expansion require the 86th slip to be removed if the city no longer needs a boat slip. With the acquisition of the adjacent property, the allowed number of slips for the marina is increased to 94 (95 including the temporary slip for the city). A variance requesting an additional 9 slips above this number is sought to increase the number of public use slips allowed. The request is for 10% over of the number of slips allowed based on frontage.

3. Explain the reason why the variance is needed

The public marina began taking shape with a PUD approval in May 1990 that allowed for no more than 85 slips and an elongated dock length to achieve a water depth of four feet at a majority of the slips. The marina was built in stages that mirrored the development of different phases of the Lodge at Whitefish Lake condominiums and hotel. The use of a PUD granted flexibility of the lakeshore regulations for public benefit. The property owners have purchased an additional 87.32 feet of frontage. A PUD amendment is being sought in conjunction with the lakeshore variance. The property owners are seeking to add nine additional slips based on the newly acquired frontage and an additional nine slips to be used for public use. The proposed configuration involves adding six slips at the south wings and twelve slips on the innermost northern wing. Due to the shallow profile of Whitefish Lake in this location, a variance to

increase the dock by 19 feet in length is requested. Even with the lengthening of the walkway on the dock, the water depth on the innermost wing will still be below four feet. The addition should increase the average depth in the slips at low water above the two feet depth experienced every summer. The amount of constructed area allowed within the lakeshore zone for public marinas will not be exceeded. The amount of constructed area allowed below mean high water would be exceeded. There are two separate standards for constructed area for marinas. Exceeding the allowable constructed area below mean high water is considered temporary as the dock sections are removed each winter. The additional constructed area would not be a permanent fixture that alters the lakeshore's natural state. It is not a project that involves major excavation, dredging or shoreline alteration.

4. Describe alternatives to the proposed project that have been explored and describe why such alternative are unacceptable

Upon studying the feasibility of the slip expansion of the innermost wing the water depth was a mitigating factor for the dock extension. The placement of the new slips closest to shore would not be possible without a dock expansion to move the slips further into Whitefish Lake. The shallowness of Monks Bay necessitates the surrounding private properties to have docks which exceed 60' in length up to 100' in length due to water depths below 4' at low water. The innermost wing of the marina currently sits roughly 60' from mean high water. The additional dock length on the walkway would push the inner wing to roughly 80' from mean high water. The slips would still have a water depth well below 4' but it would increase the water depth that is experienced under the current configuration to a manageable depth. The marina is a stationary structure due to the placement of the utility and gas lines for the public fueling station. Unlike adjacent properties that can move their docks further into Whitefish Lake as water levels drop, the marina placement remains permanent.

Another possibility that was explored was increasing the length of the dock and adding an additional wing further into Whitefish Lake. That alternative would have increased the structure by more than 60' feet to create slips that were protected from the waves. The proposed configuration adds six slips to the southern wings closest to the newly acquired frontage. The additional slips on the northern side of the marina extend the innermost wing to match the length of the other two northern wings. This does not change the setback from the current configuration on the north side.

5. Describe the conditions of the site as they now exist without the variance

The existing public marina contains 85 slips and exceeds the length and width standards set forth in the lakeshore regulations. The marina was permitted through a series of PUD phases and lakeshore construction permits. It received initial approval for the marina in 1990. The current size and configuration were last modified in 2006 upon the completion of the hotel.

DESCRIBE THE ANTICIPATED IMPACTS AS THEY RELATE TO THE POLICY CRITERIA BELOW:

(Note: A “yes” or “no” answer or simple restatement of the question is not acceptable.)

1. Due to unusual circumstances, a strict enforcement of such requirements and standards would result in undue hardship

The water depth at the location of the public marina limits length configuration as allowed within the lakeshore regulations. The additional length and constructed area below mean high water is needed to achieve a useable water depth. The expansion does not exceed the allowed constructed area within the lakeshore protection zone only the constructed area below mean high water. An undue hardship is created when expanding the number of marina slips to the number allowed based on new frontage and utilizing the current dock length as the inner slips would not be feasible.

2. No reasonable alternatives exist which do meet the standards herein

The marina is the only public marina on Whitefish Lake. It received approval and deviations from allowable standards through a series of PUD's and Lakeshore permits. As the marina already exceeds the allowed length for a dock there are no reasonable alternatives available that would create conformance without a variance.

3. Granting of the variance will not have adverse impacts on a lake or lakeshore in terms of the “Policy Criteria for Issuance of a Permit” contained in Chapter 4 of the Whitefish Lake and Lakeshore Protection Regulations

The expansion of the marina would not have impacts that would materially diminish water quality; habitat for fish or wildlife; create a public nuisance or hazard; alter characteristics of the shoreline or create a visual impact discordant with the existing development. The proposed expansion would not interfere with navigation. The lengthening of the dock would allow for better navigation through the waters to the individual boat slips and alleviate potential damage to motors caused by the shallow depth of the water.

4. Alternatively to (a) and (b), the granting of a variance would result in a general and universal public benefit

The marina is the only public facility available on Whitefish Lake. The marina provides needed moorage. The expansion would include an additional 18 spaces to serve public use. The public benefit is what is leading the request as the need for the additional slips is apparent. Yearly drawings for the lottery slips show a history of a greater need for more slips. The number of applications received each year is higher than the number of slips available through the lottery. Creating additional public slips alleviates congestion at public facilities such as the docks and

boat launch located at city beach and state park. The boats can be put into the lake and moored for extended periods at the marina as opposed to being put in and taken out daily. The lengthening of the innermost wing minimizes the expansion on the north side in line with the length of the other two wings on that side. The expansion on the south side of the marina adds a minimal number of slips and widens the overall marina width by 5%.

E. MAJOR VARIANCE CRITERIA: (Requires detailed answers to each of the following criteria below)

1. The variance request does not meet the requirements of §13-4-2A(1)

A major variance is being requested due to the deviation from the design standards for dock width, length and constructed area below mean high water. The variance request meets the other criteria for a variance as it does not have adverse impacts on the lake. It does not deviate from standard construction requirements as the new dock sections will be of the same material as the existing permitted structure.

2. The variance request deviates substantially from the construction requirements or design standards of these regulations

A major variance is needed in order to lengthen, widen and expand the constructed area below mean high water. It deviates substantially in that the lakeshore regulations require a maximum dock length of 100' and dock wing widths based on lot frontage. Since this a public marina special approvals are necessary to alter the configuration.

3. The variance request creates a major environmental impact.

The variance does not create a major environmental impact. The expansion of the marina will involve materials in compliance with current lakeshore standards and match the existing dock structure. The dock expansion does not alter the lake bed or shoreline permanently.

**Environmental Impact Statement
The Lodge at Whitefish Lake Major Variance**

I. Description of Project

The project requests adding eighteen additional slips to the marina raising the slips permitted to 104 (which includes the temporary slip for the City of the Whitefish Fire Department Boat). The proposed expansion would increase the marina on the south by six slips and twelve slips would be added to the innermost wing on the north side of the dock. A dock extension of 19,46' would push the innermost slips further into the water as the depth is extremely shallow - less than 2' depth at low water. The materials used would match the existing floating dock system which complies with the Whitefish Lake and Lakeshore Regulations for general construction standards.

II. Description of, and the reason for, the major variance being considered

The variance request involves four deviations from the current lakeshore regulations:

1. Exceeding the maximum dock length allowed;
2. Increasing the number of slips allowed based on frontage from 85 to 94;
3. Adding an additional 9 slips for public use bring the total slips to 103 (104 with the inclusion of the temporary slip for the City of Whitefish Fire Department boat);
4. Enlarging the constructed surface area below mean high water.

III. Description of existing conditions:

The existing improvements within the lakeshore protection zone are the marina (9,932.90 square feet); ramps (252 square feet); and a landing (70 square feet). There is also a float house that does not count as impervious surface as it is movable and is licensed as a boat. The marina contains a boat fueling station open to public use.

IV. Description of anticipated impacts as they relate to each of the policy criteria in section 13-2-6:

The expansion of the marina would not have impacts that would materially diminish water quality; habitat for fish or wildlife; create a public nuisance or hazard; alter characteristics of the shoreline or create a visual impact discordant with the existing development. The proposed expansion would not interfere with navigation. The lengthening of the dock would allow for better navigation through the waters to the individual boat slips and alleviate potential damage to motors and sediment disturbance caused by the shallow depth of the water.

The permitting of the marina has been through numerous applications since 1990 and was permitted in compliance with the findings that there would be no impacts upon the criteria in section 13-2-6. The expansion requested is relatively small in scope as compared to the overall use which was issued after determination that the marina would not have detrimental impacts on

Whitefish Lake.

The expansion adds on to the existing marina and does not create a separate structure within the lakeshore protection zone. The marina will be expanded in the current location with a 5% expansion on the south side while the expansion on north will mirror the length of the other two wings further into Whitefish Lake. The effect of the expansion will not create a visual impact discordant with the existing development.

The use of a floating dock, made of decay resistant materials, has a long lifespan and requires low maintenance. Dock cleaning occurs seasonally when the dock sections are removed. Cleaning is needed in order to remove the biofilm that occurs as a natural process with the buildup of algae and bacteria growth. Floating docks move with the changing lake levels and have a minimal impact to the lake bottom as they utilize weighted anchors to stay in place. They must be removed in the off-season to prevent damage to the dock from ice breakup. If left in place as a fixed dock, it would alter the natural movement of ice breakup and affect the shoreline and surrounding properties. Removal of the floating dock also provides a better condition for fish habitat functions in Whitefish Lake when it returns to natural conditions during the off-season removal of the structure.

There are no anticipated environmental impacts with the expansion of the marina. No disturbance of the lakeshore zone is proposed. The wing sections float on the lake and are removed during the winter months. Due to the removal of floating dock sections the riparian areas are not affected by the structure on a permanent basis. The use of floating docks protects the lakebed from disturbance associated with stationary structures which alter fish and wildlife habitat.

The Whitefish Lake Institute has been closely monitoring temperature, oxygen and nutrient levels within Whitefish Lake since 2007. Water chemistry and discharge data is collected from the five major tributaries to Whitefish Lake. Results of monitoring are released to the public each year. The Viking Creek monitoring site is closely situated to the marina. Results have not indicated a threat from the marina which would trigger action through compliance with Lakeshore Protection regulations that require removal or modification of the use.

V. Alternatives to the proposed project, which would not require a major variance;

There are no alternatives available within the existing lakeshore regulations that would not require a major variance. A public marina with the size and scope of the project requires a major variance for dock length, width and use. Although a major variance is a requirement for any alterations to the existing marina there were other alternatives considered for the final configuration.

Increasing the length of the dock and adding an additional wing further into Whitefish Lake was considered. That alternative would have increased the structure by more than 60' feet to create

slips that were protected from the waves. This would have had an impact on navigation close the marina and interfered with boat use closer to shore as the no wake area and boat traffic would be placed further into the navigable areas on Whitefish Lake. The expansion of constructed area needed to add an additional wing and slips would have far surpassed the constructed area allowed based on frontage.

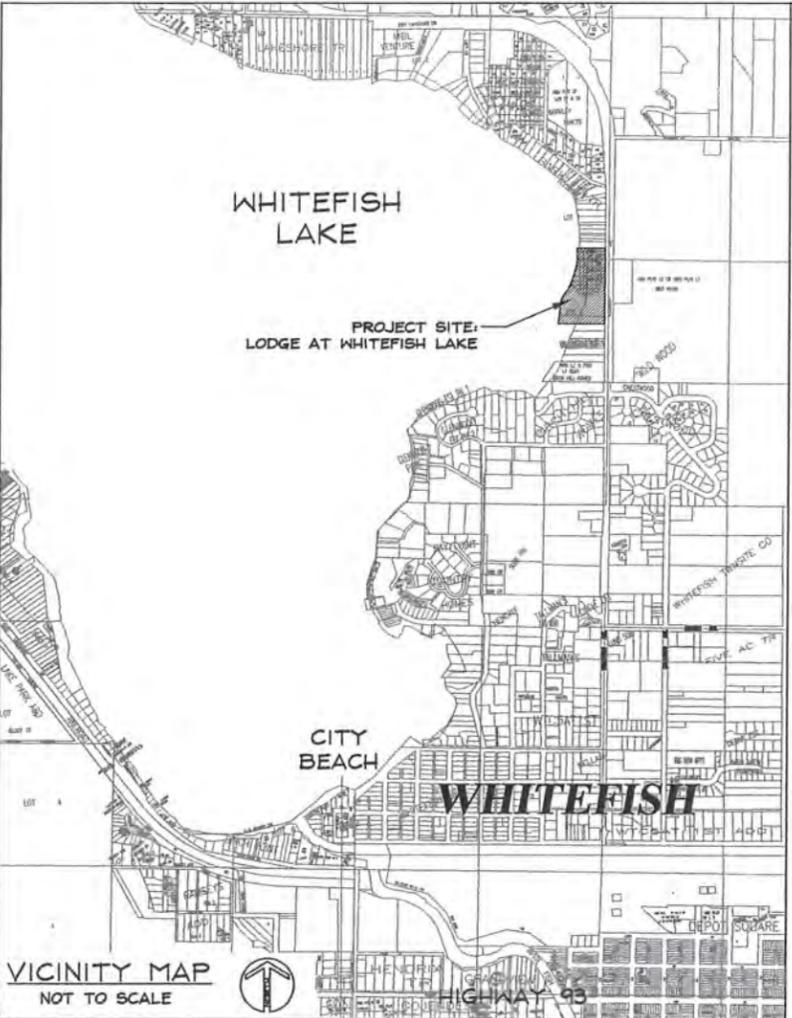
The placement of the new slips closest to shore would not be possible without a dock expansion to move the slips further into Whitefish Lake. The shallowness of Monks Bay necessitates the surrounding private properties to have docks which exceed 60' in length up to 100' in length due to water depths below 4' at low water. The innermost wing of the marina currently sits roughly 60' from mean high water. The additional dock length would push the inner wing to roughly 80' from mean high water. The slips would still have a water depth well below 4' but it would increase the water depth to a manageable depth.

VI. Other Information

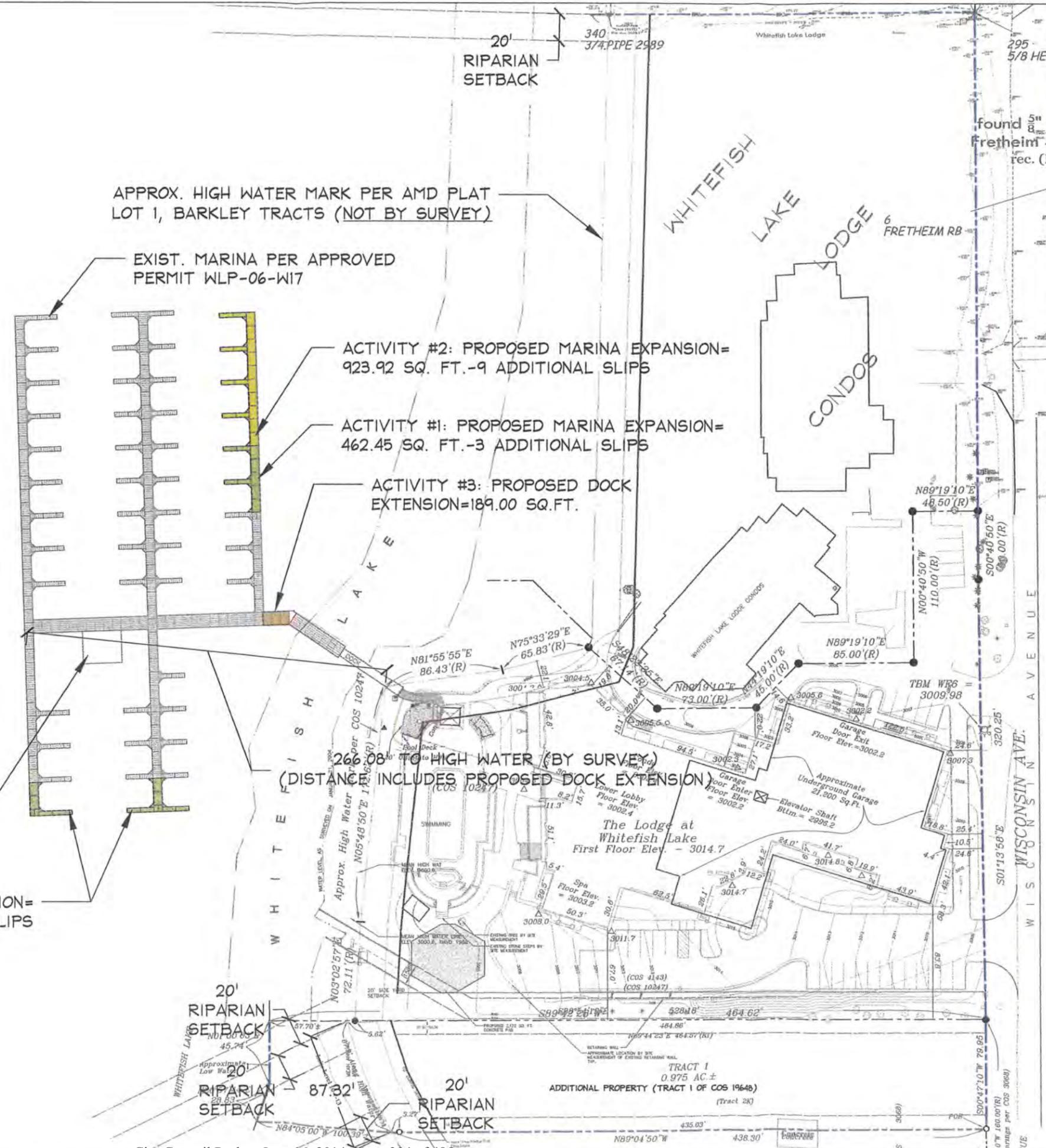
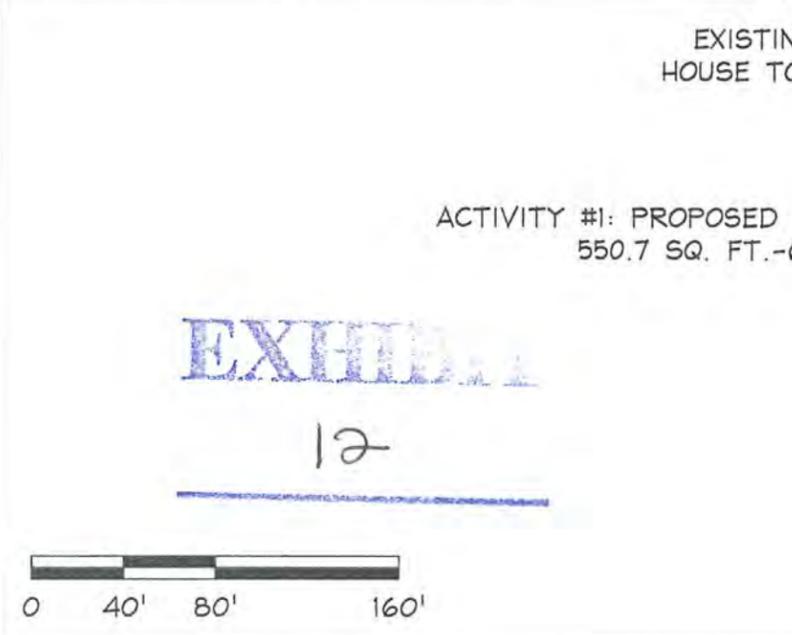
A major variance is needed in order to lengthen, widen and expand the constructed area below mean high water. It deviates substantially in that the lakeshore regulations require a maximum dock length of 100' and dock wing widths based on lot frontage. Since this a public marina special approvals are necessary to alter the configuration.

The existing length of the marina of roughly 247' was approved through the PUD process in order to meet a minimum water depth of 4' on a majority of the slips. The total dock length below mean high water requested with the expansion is 266.08'. This is an addition of 19.46' to account for a dock section that would extend the innermost wings to deeper water. In late summer the innermost slips have less than 2' of water depth which makes utilizing the allowed slips difficult. The additional length would allow for guaranteed use of the existing slips and the proposed 12 new slips along this wing.

The allowable constructed area based on lakeshore frontage would not be exceeded. The section that requires a deviation from the lakeshore regulations applies only to the amount of constructed area below the mean high water line. This section of the code addresses dock size. The dock is a temporary structure that is removed during the winter months. The impact of the deviation for constructed area below mean high water would only apply during those times of the year that the marina is in use. This is not a deviation that would impact the lake year-round.



NOTE:
 THIS DRAWING WAS COMPILED BASED ON DATA FROM THE FOLLOWING SOURCES:
 • LODGE AT WHITEFISH LAKE CONDOS (AMD PLAT, LOT 1 BARKLEY TRACTS) - BASED ON AMENDED PLAT, LOT 1 BARKLEY TRACTS DATED 7/12/91. ANNUAL MEAN HIGH WATER ELEVATION SHOWN IS APPROX. AND IS BASED ON MEETS & BOUNDS RECORDED ON THE PLAT. THERE IS NO CURRENT SURVEY FOR THIS TRACT.
 • LODGE AT WHITEFISH LAKE RESORT (TRACT 1 OF C.O.S. 10247) - BASED ON C.O.S. 10247 DATED 7/16/91. ANNUAL MEAN HIGH WATER ELEVATION WAS PROVIDED BY AN EXISTING SURVEY BY SANDS SURVEYING, INC. DATED 3/23/11. THERE IS NO CURRENT SURVEY FOR THIS TRACT.
 • ADDITIONAL PROPERTY (TRACT 1 OF C.O.S. 19648) - BASED ON C.O.S. 19648 DATED 12/2/13 AND RETRACEMENT SURVEY BY SANDS SURVEYING, INC. DATED 11/27/13.



BOBBY
 Landscape Architect Inc.
 201 Second Street
 Whitefish, MT 59901
 PH: (406) 755-6481

SURVEY BY:
 SANDS SURVEYING, INC.
 TOM SANDS
 2 VILLAGE LOOP
 KALISPELL, MT 59901
 PH: (406) 755-6481

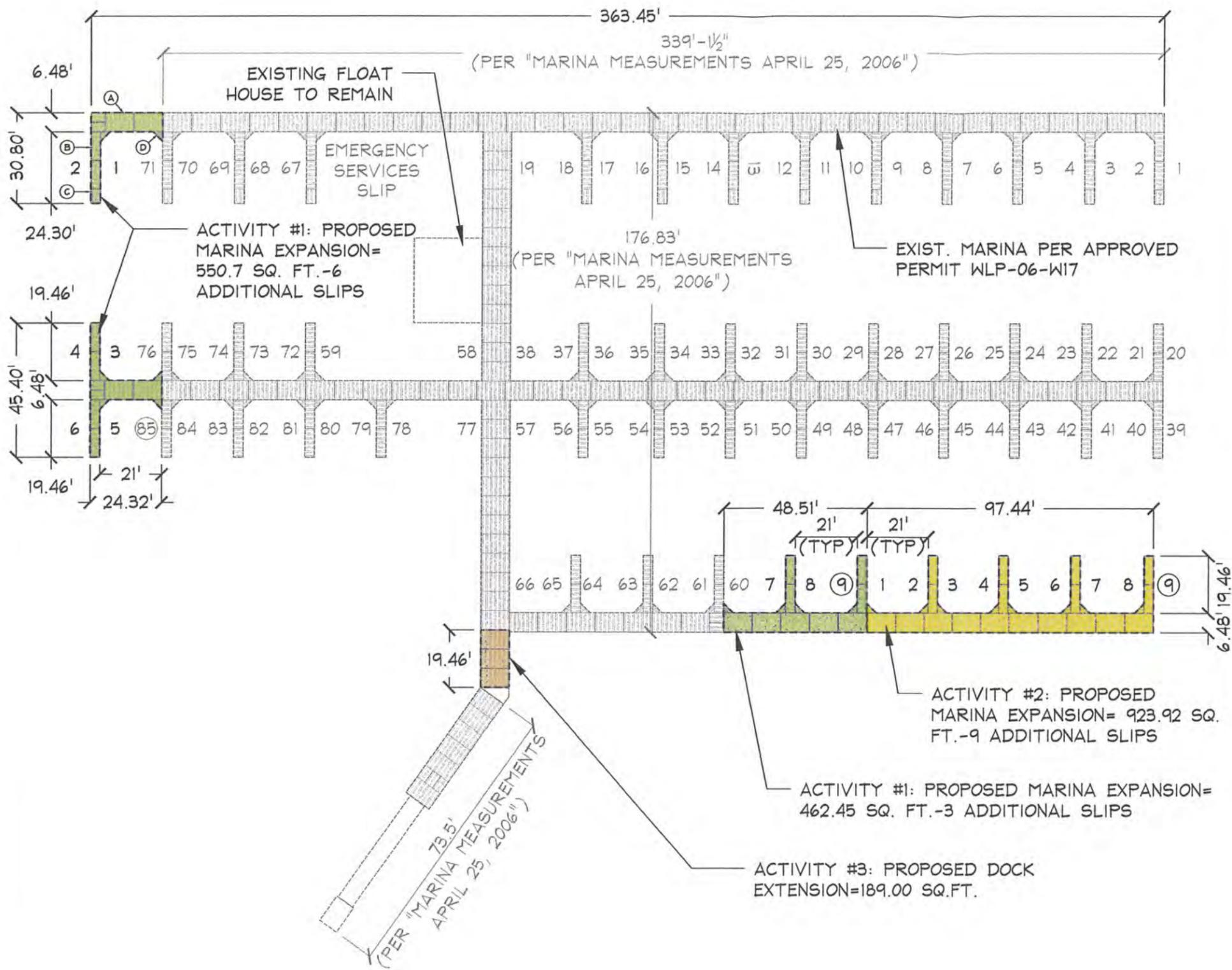
Revisions:

LODGE AT WHITEFISH LAKE
 CONDOS (AMD PLAT, LOT 1 BARKLEY TRACTS)
 WHITEFISH LAKE LODGE (TRACT 1 OF COS 10247)
 ADDITIONAL PROPERTY (TRACT 1 OF COS 19648)
 1850 WISCONSIN AVE.
 WHITEFISH, MT 59907
 504, T81N, R22W

SCALE: 1"=80'
DATE: 03-03-14
JOB #: 14-04

PROPOSED MARINA EXPANSION SITE PLAN

SHEET 1 OF 2



LODGE AT WHITEFISH LAKE LAKESHORE CALCULATIONS			
EXISTING MARINA: (PER APPROVED PERMIT WLP-06-W17)			
IMPERVIOUS CONSTRUCTED AREA:			
DOCK			9,932.90 SF
RAMPS			252.00 SF
LANDING			70.00 SF
*FLOAT HOUSE			*698.25 SF
TOTAL EXISTING IMPERVIOUS CONSTRUCTED AREA:			10,254.90 SF
*NOT INCLUDED IN IMPERVIOUS CONSTRUCTED AREA PER PER WLP-06-W17			
TOTAL ALLOWABLE IMPERVIOUS CONSTRUCTED AREA & NUMBER OF SLIPS:			
NEW, ALLOWABLE IMPERVIOUS CONSTRUCTED AREA			
LODGE AT WHITEFISH LAKE: (AM0, LOT 1 BARKLEY TRACTS) & (TRACT 1 OF COS 10247)			
FRONTAGE (PER WLP-06-W17)	853.00 LF	12SF/LF	10,236.00 SF
ADDITIONAL PROPERTY TO SOUTH (TRACT 1 OF COS 19648)			
FRONTAGE (PER COS 19648)	87.32 LF	12SF/LF	1,047.84 SF
TOTAL NEW FRONTAGE:			940.32 LF
TOTAL ALLOWABLE IMPERVIOUS CONSTRUCTED AREA:			11,283.84 SF
NEW, ALLOWABLE DOCK SLIPS FOR PUBLIC MARINA:			
LODGE AT WHITEFISH LAKE FRONTAGE	853.00 LF		
ADDITIONAL PROPERTY TO SOUTH FRONTAGE	87.32 LF		
TOTAL FRONTAGE:			940.32 LF
	1 SLIP/10LF	94	SLIPS
ACTIVITY # 1			
PROPOSED MARINA EXPANSION, 9 SLIPS ASSOCIATED W/ LAND TO SOUTH			
PROPOSED ADDITIONAL IMPERVIOUS AREA & PROPOSED ADDITIONAL SLIPS:	1,013.20 SF		9 SLIPS
EXISTING IMPERVIOUS AREA & EXISTING SLIP COUNT:	10,254.90 SF		**85 SLIPS
TOTAL PROPOSED IMPERVIOUS AREA & TOTAL SLIP COUNT:			11,268.10 SF
ALLOWABLE IMPERVIOUS AREA & ALLOWABLE SLIP COUNT:			11,283.84 SF
DIFFERENCE:			15.74 SF
			0
**DOES NOT INCLUDE ONE SLIP DEDICATED TO EMERGENCY SERVICES. THIS DOES NOT COUNT TOWARDS TOTAL ALLOWABLE SLIP COUNT.			
ACTIVITY # 2 (VARIANCE #1)			
PROPOSED PUBLIC BENEFIT MARINA EXPANSION, 9 SLIPS DEDICATED TO PUBLIC USE			
PROPOSED IMPERVIOUS AREA:	923.90 SF		9 SLIPS
ACTIVITY #3 (VARIANCE #2)			
PROPOSED DOCK EXTENSION, FOR MINIMUM WATER DEPTH			
CURRENT LENGTH DOCK EXTEND INTO LAKE (PER MARINA MEASUREMENTS APRIL 25, 2006)	250.33 LF		
PROPOSED ADDITIONAL FEET	19.46 LF		
TOTAL PROPOSED LENGTH DOCK EXTENDS INTO LAKE (FROM HIGH WATER PER SURVEY BY SANDS)			269.79 LF
TOTAL PROPOSED LENGTH OF DOCK AND GANGWAYS			269.79 LF
IMPERVIOUS AREA OF PROPOSED DOCK EXTENSION:			189.00 SF

BRUCE BOODY
 Landscape Architect Inc.
 201 Second Street
 Shelburne, VT 05487
 Phone: 802-952-1759
 Fax: 802-952-1755
 www.bruceboody.com

SURVEY BY:
SANDS SURVEYING, INC.
 TOM SANDS
 2 VILLAGE LOOP
 KALISPELL, MT 59901
 PH: (406) 755-6481

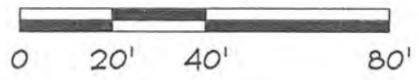
Revisions:

LODGE AT WHITEFISH LAKE
 CONDOS (AND PLAT, LOT 1 BARKLEY TRACTS)
 WHITEFISH LAKE (TRACT 1 OF COS 10247)
 ADDITIONAL PROPERTY (TRACT 1 OF COS 19648)
 1800 WISCONSIN AVE.
 WHITEFISH, MT 59907
 824, T81N, R22N

SCALE: SEE SHEET
 DATE: 03-03-14
 JOB #: 14-04
 PROPOSED MARINA EXPANSION DOCK ENLARGEMENT & LAKESHORE CALCULATIONS
 SHEET 2 OF 2

A DOCK ENLARGEMENT
 1"=40'

B LAKESHORE CALCULATIONS



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ORDINANCE NO. 14-_____

An Ordinance of the City Council of the City of Whitefish, Montana, amending Condition of Approval No. 17 to Ordinance No. 90-6, approving a Planned Unit Development for the Whitefish Lake Lodge Project, to increase the number of marina boat slips from 85 to 95 subject to the original Conditions of Approval and new Condition of Approval No. 17.

WHEREAS, The Lodge at Whitefish Lake and Dan Averill Family Trust (Applicant), seeks an amendment to Ordinance No. 90-6 approving the existing Planned Unit Development (PUD), Whitefish Lake Lodge Project, condition of approval No. 17, which provided the public marina would not exceed 85 boat slips permitted for a public marina by WCC §13-3-1(L)(7)(g), and increase the number of boat slips by 18 for a total of 103 permitted boat slips and one additional boat slip for as long as the Whitefish Fire Department utilizes the 104 slip for its rescue boat; and

WHEREAS, the Applicant seeks to expand the maximum length of 100 feet of dock lakeward provided by the Lakeshore Regulations WCC §13-3-1(L)(7)(b) to PUD condition of approval No. 18 which extended the dock lakeward to a point where four feet of water is reached generally by a majority of the slips which would extend the dock an additional 19.46 feet; and

WHEREAS, the Applicant seeks a Major Lakeshore Variance (WLV-14-W10) to increase the amount of constructed area permitted by WCC §13-3-1(L)(7)(f) to 12,381 square feet; and

WHEREAS, in response to Applicant's request for an amendment to a condition of approval and variance from the Lakeshore Regulations to a condition of approval for an existing PUD and a Major Lakeshore Variance (WLV-14-W10), the Whitefish Planning and Building Department reviewed the Applicant's proposal, prepared Staff Report WPUD 14-03/WLV-14-W10, dated April 10, 2014, and recommended that the Whitefish City Council approve only an additional nine boat slips, subject to the original conditions of approval and new condition No. 17; and

WHEREAS, at a lawfully noticed public hearing on April 9, 2014, the Whitefish Lake and Lakeshore Committee reviewed the Major Lakeshore Variance (WLV-14-W10) and recommended approval of the full major variance request, with the addition of two conditions regarding the installation of a 200-foot no wake zone past the end of the dock; and

WHEREAS, at a lawfully noticed public hearing on May 15, 2014, the Whitefish City-County Planning Board reviewed the Applicant's requested amendment to the existing PUD Overlay condition No. 17 to increase the number of boats slips and variance to condition No. 18 to extend the dock, received an oral report from Planning Staff and Applicant, reviewed the April 10, 2014 Staff Report WPUD 14-03, proposed findings, invited public comment, and thereafter voted to recommend the amendment and variance request subject to the original conditions and new condition No. 17; and

WHEREAS, at a lawfully noticed public hearing on June 16, 2014, the Whitefish City Council received an oral report from Planning Staff and Applicant, reviewed Staff

Report WPUD 14-03, proposed findings of fact, took public comment, and thereafter voted to approve the additional nine boat slips, subject to the original conditions and new condition No. 17, the WPUD 14-03 Staff Report, and adopted Findings of Fact; and

WHEREAS, it will be in the best interests of the City of Whitefish, and its inhabitants, to approve the new condition No. 17 and deny the Major Lakeshore Variance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Whitefish, Montana, as follows:

Section 1: All of the recitals set forth above are adopted as Findings of Fact.

Section 2: Staff Report WPUD 14-03 and proposed findings of fact, original conditions of approval and new condition of approval No. 17 to the existing PUD are approved, and hereby adopted as Findings of Fact.

Section 3: The new condition of approval to condition No. 17 in Attachment "A" of Ordinance No. 90-6 shall provide as follows:

17. That the marina shall not exceed 94 boat slips, not including the slip utilized by the City of Whitefish Fire Department rescue boat (total 95).

Section 4: The Major Lakeshore Variance request to expand the maximum length of dock extended lakeward an additional 19.46 feet and to increase the amount of constructed area to 12,381 square feet is denied.

Section 5: In the event any word, phrase, clause, sentence, paragraph, section or other part of the Ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid, and the remaining provisions thereof shall continue in full force and effect.

Section 6: This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Whitefish, Montana, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, THIS _____ DAY OF _____, 2014.

John M. Muhlfield, Mayor

ATTEST:

Necile Lorang, City Clerk

PLANNING & BUILDING DEPARTMENT
510 Railway Street, PO Box 158, Whitefish, MT 59937
(406) 863-2410 Fax (406) 863-2409



June 9, 2014

Mayor and City Council
City of Whitefish
PO Box 158
Whitefish MT 59937

RE: The Lodge at Whitefish Lake at 1380 Wisconsin Avenue (WPUD 14-03)

Honorable Mayor and Council:

Summary of Requested Action: The Lodge at Whitefish Lake and the Dan Averill Family Trust are requesting an amendment to an existing Planned Unit Development (PUD) at 1380 Wisconsin Avenue. The applicant is proposing to increase the number of boat slips permitted in the associated marina and extend the dock further out into Whitefish Lake. The property is zoned WRB-2/PUD (General Resort Business District with a PUD overlay) and the recently acquired property to the south is zoned WR-3 (Low Density Multi-Family Residential District). The Growth Policy designates this area as Resort Residential and Urban. The WRB-2/PUD zoning is consistent with the Resort Residential designation. The subject property complies with the Whitefish City-County Policy because the WRB-2/PUD zoning is consistent with the Resort Residential designation.

A Planned Unit Development (PUD) amendment is being sought because the original PUD specifically included conditions regarding the lakeshore construction standards. Under the Planned Unit Development District requirements within the Zoning Regulations, lakeshore protection standards may not be deviated from through a PUD overlay. However, the PUD as approved in May 1990 (Ordinance 90-06) included specific conditions related to the associated marina. The applicant is proposing to amend two of the conditions, specifically #17 & #18: Condition 17: That the marina shall not exceed 85 boat slips; Condition 18: That the marina may be extended lakeward to a point where four (4) feet of water is reached generally by a majority of the slips.

A public marina is entitled to 1 boat slip per 10 linear feet of lakeshore frontage (§13-3-1(L)(7)(g) WLLR). At the time of PUD approval, the applicant had a total of 853 feet, which equaled 85 slips. Recently the applicant purchased the adjacent property to the south, increasing the lakeshore frontage by 87.32 feet for a total of 940.32. This would permit the total number of boat slips to increase to 94 slips. However, in addition to the new 9 slips based on lakeshore frontage, the applicant is proposing an additional 9 slips for public use, for a new total of 18 slips. This would increase the number of boat slips for a total of 103 slips. Regarding Condition #18, the applicant is not proposing to amend the specific language, but utilize the condition in order to grant an extension of the dock

further out into Whitefish Lake. During the Lakeshore Protection Committee meeting on April 9, 2014 the applicant presented information documenting the majority of the existing slips do not have 4 feet of water depth. In exchange for the additional 9 slips requested, the applicant is providing the following benefit: All of the 18 proposed boat slips will be for public use. 14 of the proposed slips will be included in the seasonal public lottery – Category B, and the remaining 4 will be utilized for day use only – Category C.

Planning Board Action: The Whitefish City-County Planning Board held a public hearing on May 15, 2014 to consider the request. Following the public hearing, the Planning Board recommended approval of the PUD amendment subject to the original 35 conditions with the new condition #17 as recommended by City Staff and adopt staff report as finding of fact (5-0).

Planning & Building Department Recommendation: Staff recommends approval of the above referenced PUD subject to the original conditions of approval and the following new condition: 17. That the marina shall not exceed 94 boat slips, not including the slip utilized by the City of Whitefish Fire Department rescue boat (total 95).

Public Hearing: At the public hearing held on May 15, 2014 by the Planning Board, the applicant spoke in favor of the request. During their presentation, the applicant stated they were withdrawing their request for the additional 9 slips, but still seeking the 9 slips based on lakeshore frontage, the additional gangway extension, and the extra constructed area. Additionally, 5 members of the public spoke at the hearing. Three of the comments were against the proposal; one comment was to have the no wake zone from the end of the dock not from the shoreline; and one comment was for informational purposes discussing past issues with the lodge and the overall conditions of Whitefish Lake.

The draft minutes from the May Planning Board meeting are attached as part of this packet.

This item has been placed on the agenda for your regularly scheduled meeting on June 16, 2014. Should Council have questions or need further information on this matter, please contact the Planning Board or the Planning & Building Department.

Respectfully,



Bailey Minnich, CFM
Planner II

Att: Exhibit A: Recommended Conditions of Approval
Minutes (draft) City-County Planning Board, 3-20-14
Comments received after 5-15-14

Exhibits from 4-17-14 and 5-15-14 Staff Packet

1. Staff Report –WPUD 14-03, 4-10-14
2. Adjacent Landowner Notice, 3-28-14
3. Advisory Agency Notice, 3-27-14
4. Original PUD Conditions, 5-7-90
5. Received Public Comment as of 5-8-14

The following were submitted by the applicant:

6. Application Planned Unit Development Amendment, 3-3-14
7. Site Plans, 3-3-14

c: w/att Necile Lorang, City Clerk

c: w/o att Brian & Sean Averill
Eric Mulcahy, Sands Surveying

Exhibit A
LODGE AT WHITEFISH LAKE
WPUD 14-03
Whitefish City-County Planning Board
Recommended Conditions of Approval
JUNE 16, 2014

1. That all requirements regarding construction and installation of structures west of the high water mark as per the attached Montana State Supreme Court action shall be met.
2. That an additional ten (10) feet maybe added along the east side of Wisconsin Avenue and should be reserved for road right-of-way. This should be coordinated with the City Manager.
3. That Wisconsin Avenue shall be redesigned to meet the following minimum standards along the entire west side and along that portion of the east side which is developed as part of this project.
 - a. Wisconsin Avenue should be paved to a 40 foot width and contain two 12 foot travel lanes and two eight foot parking lanes.
 - b. At the entrance/exists of this project, the parking lanes should be signed no parking and should be striped and should function as deceleration lanes for entering traffic making a right turn.
 - c. Curb and gutter shall be installed.
 - d. Behind the curb and gutter a five foot minimum landscape strip which then adjoins a five foot wide concrete sidewalk shall be installed.
4. That an access permit be obtained from the Montana Highway Department for access on both sides of Wisconsin Avenue.
5. That all parking lot design standards as provided for in Section 17.5217.69 of the Whitefish Jurisdiction Zoning Regulations shall apply. In particular this includes the following:
 - a. All travel ways within a parking lot intended for two way traffic shall have a minimum width of 24 feet.
 - b. A 12 foot by 35 foot off-street loading space shall be provided adjacent to the hotel and outside of any driving lane.
 - c. A single car-boat trailer parking stall shall be provided adjacent to the boat ramp to allow a waiting area for use of the boat ramp.
 - d. The 25 foot front yard green belt requirement along Wisconsin Avenue shall be reduced to a minimum of ten (10) feet. In this area, only access roads are permitted and no parking shall be allowed. This ten (10) foot area shall be heavily landscaped so as to create a minimum three foot high visual relief screen

in the form of landscaped berm, hedge, planter, etc. with the intent of obscuring the parking lot beyond.

6. That off-street parking should be provided according to the following standards: two (2) spaces for each condominium unit, one space for each hotel unit, one space for each two (2) employees of the maximum shift of hotel only staff, and 1/3 of the off-street parking standards for the restaurant, lounge, convention center, and retail space and one space for every three boat slips offered to the general public for rent or lease.
7. That, to address the shortfall between the currently provided 202 spaces and the estimated 256 spaces needed, a second parking lot shall be provided on the east side of Wisconsin based on the following design standards:
 - a. Compliance with all applicable sections of condition 5 above.
 - b. Said parking lot entrance shall align with the southern hotel entrance.
 - c. A painted-signed crosswalk shall be placed across Wisconsin for pedestrian safety.
 - d. Street lights shall light this intersection for pedestrian safety.
 - e. No parking space shall be located further than 300 feet from either property it serves.
 - f. A parking lot design and drainage plan shall be submitted as part of the PUD process and approval by the City Manager prior to the submission of the Final Plat application.
8. That the request for a variance from Section 17.35.040(4) of the zoning code requesting a reduction in parking from two spaces to 1.5 spaces per condominium unit be denied due to the lack of overflow parking on the immediate site and the need to accommodate such items as guests, boat trailers, recreational vehicles, second vehicles, social gatherings, etc.
9. That snow storage areas or a snow removal plan shall be provided for review and acceptance.
10. That solid waste collection areas should be clearly delineated on the plat. Said areas should have a turnaround radius of 40 feet and should be compatible with the city's pickup system if the development chooses to utilize municipal pickup.
11. That the 0.35 acre park site shall be maintained by the homeowners' association of the condominium development and shall be reserved specifically for recreational purposes.
12. That floodplain panel 300026-0001B dated July 1979 showing the unnamed channelized stream at the south end of the property as being in the floodplain shall be revised by a letter of map revision or amendment prior to construction of the hotel.

13. That prior to any fill, construction or development within the 100 year floodplain, (elevation 3,000 feet) the developer shall apply to the city and receive approval for a floodplain development permit.
14. Prior to any construction, demolition, fill, exaction, or shoreline modification within the lakeshore protection zoned defined as the lake, lakeshore and all land within 20 feet of average high water, the developer shall apply to the city and receive approval of Lakeshore Construction Permit.
15. That the boat ramp shall remain a private boat ramp for condominium owners, residents and hotel guests.
16. That the marina shall be substantially located in the middle of the project to best utilize the deep water and reduce impacts with neighboring property owners.
17. That the marina shall not exceed 94 boat slips, not including the slip utilized by the City of Whitefish Fire Department rescue boat (total 95).
18. That the marina may be extended lakeward to a point where four (4) feet of water is reached generally by a majority of the slips.
19. Gas may be sold off the marina, however the following shall apply:
 - a. A trained employee of the marina shall always dispense fuel.
 - b. The bulk tank shall be located outside of the lakeshore protection zone.
 - c. Suitable backflow and check valves shall be installed in the line to the dispense point.
 - d. A minimum cache of emergency firefighting and suppression equipment should be immediately nearby to address any fire mishaps. Said supplies should be approved by the Whitefish Fire Department and the fuel dispenser should be knowledgeable of its use.
 - e. Absorbent materials shall be available and employees shall be trained and on staff who know how to use it in case of a fuel spill.
 - f. All fire code requirements shall be met.
20. That page three of the draft covenants is missing and should be provided.
21. That the preliminary plat shall be revised to delete any reference to a boat house within the lakeshore protection zone and said plat shall be revised to show the latest marina plan which at this time appears on the largest enclosed plat hand labeled 'Site Plan' (Sheet 4).
22. That article VIII of the covenants shall be amended to show the Whitefish City Council as a party to the covenants and any amendment to the covenants shall be subject to, at the discretion of the city council, approval by the council.
23. That the preliminary plat shall be revised to reflect two separate lots, one for the hotel and one for the condominium structure. Said lots shall be numbered and the gross and net acreage of each lot shall be shown on the plat.
24. That all utilities shall be underground.

25. That all public utilities and drainage courses shall be placed in easements.
26. That all easements should be shown and identified on the plat in accordance with the requirements of Section III.A.14 of the Whitefish Subdivision Regulations.
27. That a drainage plan, prepared by a licensed engineer, shall be submitted to and approved by the State Department of Health and Environmental Sciences, the Flathead City-County Health Department and the City of Whitefish. As part of the plan, the developer shall provide settling ponds and on-site retention methods which will ensure that parking lot runoff is not channeled directly into Whitefish Lake.
28. That all water and sewer infrastructure, road, and fire requirements should meet, at least, the minimum requirements of the State Department of Health and Environmental Sciences.
29. That all required improvements shall be completed prior to final approval of the plat or the developer shall enter into a written Subdivision Improvement Agreement, with the City, guaranteeing the construction and installation of all improvements.
30. That final approval of the subdivision shall be obtained before any units of the subdivision are rented, sold, or leased. The procedure for final plat should be as follows:

Four copies of the plat shall be submitted to the Flathead Regional Development Office. Said office shall review the plat to assure its conformance with the conditions of approval of the preliminary plat. A staff report and three copies of the plat shall be forwarded to the City Council. If all conditions of preliminary plat approval are met, then the council shall certify all three plats. One signed copy shall be retained in City files, one signed copy sent the Flathead Regional Development Office for their files and one signed copy shall be sent to the developer.
31. Phasing of this project is allowed, however, the specific improvements necessary to allow each phase to be completely freestanding and independent of other phases shall be installed.
32. Phase I would be 18 units, Phase II would be 18 units plus the 91 unit hotel, Phase III would complete the project on the west side of Wisconsin Avenue.
33. The boat slips be phased along with the facility. The first phase would be 18 boat slips, the second phase would be 50 boat slips, the third phase would be the remaining boat slips for a total of 85 slips.
34. The boat ramp would be included in Phase II and restricted for use by the owners/guests of the complex on the west side of Wisconsin Avenue.
35. The garbage is to be screened and placed in a location that is acceptable to the Council.

terminate unless commencement of the authorized activity has begun. (§11-7-8)

Ellis asked what the City is going to do with E. 8th Street; Compton-Ring said they might turn it into a trail. Reeves asked if there are any regulations on modulars inside the city. Compton-Ring said they will be put on a foundation and they will only be there for 4 years.

APPLICANT/AGENCIES

Ron Nash from Montana Creative and Design was there for any questions. Ellis asked if they will be building on this site or moving. Ron said he thought they are looking for another location as this area would not be big enough.

PUBLIC HEARING

None.

MOTION

Reeves moved and Roosenthal seconded to adopt staff report WCUP 14-01 as findings-of-fact and recommend to the Whitefish City Council that the Whitefish Christian Academy temporary modular classroom request be approved subject to the 6 conditions.

BOARD DISCUSSION

None.

ROLL CALL

The motion passed unanimously on a vote by acclamation. This item is scheduled to go to Council on June 2, 2014.

UNSEATING OF BOARD MEMBER

Wurster recused himself.

THE LODGE AT WHITEFISH LAKE & AVERILL FAMILY TRUST ARE PROPOSING A MAJOR LAKESHORE VARIANCE

The Lodge at Whitefish Lake and Averill Family Trust are proposing a major lakeshore variance to expand an existing public marina originally approved with a PUD in May 1990. The applicant is requesting the major variance to expand the number of slips for a total of 103 slips. The variance also requests to extend the existing gangway an additional 19 feet, and increase the amount of constructed area below the high water mark. The property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West.

STAFF REPORT WL14-W10

Planner Minnich said she will combine both the lakeshore variance and PUD amendment files into one presentation but they will still need to have separate motions.

Planner Minnich will go through the variance first which is for Dan and Laurie Averill Family Trust located at 1380 Wisconsin Avenue. The subject property has 940.32 feet of lake frontage per COS 19648 and WLP-06-W17. The applicant is requesting a major

variance to increase the number of boat slips from 85 to 103 (18 additional slips), extend the existing dock an additional 19.46 feet out into Whitefish Lake, and increase the amount of constructed area below the high water mark to 12,381 square feet. The applicant has recently purchased additional lakeshore frontage, which increases their constructed area allowance and the number of slips permitted for a public marina. The major variance is requested to three sections of the Whitefish Lake and Lakeshore Regulations (WLLR): §13-3-1(L)(7)(g) regarding the number of slips permitted for a public marina based on lakeshore frontage, §13-3-1(L)(7)(b) regarding the maximum length of the dock extending over the water, and §13-3-1(L)(7)(f) regarding the amount of constructed surface permitted below the mean annual high water line for a public marina.

The Lodge at Whitefish Lake has a long history with the City of Whitefish and the Lakeshore Protection Regulations. In May of 1990, the City of Whitefish approved a Planned Unit Development for the construction of a new lodge and public marina (Ordinance 90-06). The conditions of the PUD stated that the marina shall not exceed 85 boat slips, and that the total number of slips shall be dedicated with 50% for use by homeowners, 25% for use by day/weekly rentals by resort guests (public lottery), and 25% for use as day/rental use. At this time, the applicant is requesting an amendment to their approved PUD for additional boat slips, which is in conjunction with the requested major lakeshore variance request. The applicant has recently purchased 87.32 feet of lakeshore frontage which qualifies them for 9 additional boat slips and 1,047.84 square feet in additional constructed area.

Previously Approved Lakeshore Permits: The subject property has multiple approved lakeshore construction permits dating back to 1991. The first permit issued (WLP-91-23) was for the original construction of the dock. WLP-04-W09A was *approved* as an after-the-fact permit for the construction of Phase 2 of the marina. WLP-04-W09B was *approved* as an after-the-fact permit to extend the gangway 27 feet longer than what was approved under permit WLP-91-23. The original permit was approved for a gangway 60 feet long, and the actual constructed gangway was 87 feet. WLP-04-W09C was a *denied* variance request to extend the gangway an additional 20 feet out into Whitefish Lake. WLP-04-W09D was *approved* to construct Phase 3 of the marina, including the remaining 35 boat slips. In 2006 (WLP-06-W17) was *approved* to replace the existing marina dock with a new EZ dock totaling 10,255 square feet. Finally, the most recent permit *approved* (WLV-12-W19) was a minor variance to allow one additional boat slip beyond the original 85 slips for the City of Whitefish's Fire Rescue boat. One of the conditions on the approved permit is that the marina shall not exceed the 86 boat slips for as long as the Fire Department occupies the slip; it would revert back to a total of 85

spaces when the Fire Department no longer needs the slip.

The applicant has recently acquired the southern adjacent property which consists of 87.32 feet of lakeshore frontage. Therefore, the subject property now has a total of 940.32 feet of lakeshore frontage for marina calculations. Since the marina is considered public, the allowable constructed area below the mean annual high water line shall not exceed 12 square feet for each linear foot of lakeshore frontage, which is a maximum of 11,283.84 square feet.

The current constructed area below the mean annual high water line is 10,254.90 square feet. The existing float house is not included in this calculation as the City agreed in 2006 that the float house is considered a boat because it is licensed through the state. With the proposed 9 additional slips based on the newly acquired property, the total proposed constructed area would be 11,268.10 square feet. This is under the permitted constructed area by 15.74 square feet. However, the applicant is requesting a total of 18 new slips and an extension to the existing gangway of 19.46 feet in length. This increases the amount of proposed construction area to 12,381 square feet. This is over the permitted constructed allowance by 1,097.16 square feet.

The PUD standard states that the dock could be extended out to a point where 4 feet of water depth is generally reached by a majority of the slips. A majority of the slips would be 51% of the total slips, or 48 slips. Currently the outermost wing and lake ward side of the middle wing totals 50 slips. Therefore, unless the applicant can produce evidence that the middle wing slips do not generally reach 4 feet of water depth, the dock may not be extended under the PUD regulations.

If the applicant chose to not to apply for a variance, they could submit a plan for the 9 additional slips based on lakeshore frontage, not extend the existing dock, and be within the allowable amount of constructed area. As previously discussed, the applicant does have an alternative which exists to meet the standards of the lakeshore regulations and consists of adding 9 new slips, based on the recently acquired lakeshore frontage, within the constructed area allowance for the total amount of lakeshore frontage.

The proposal would not have adverse impacts on the lake or lakeshore in terms of the policy criteria because the marina expansion is not anticipated to materially diminish water quality, diminish fish or wildlife habitat, or alter the characteristics of the shoreline more than what has been previously approved and already exists, and the data collect from the Whitefish Lake Institute's monitoring site near the subject property has not included results that indicates a threat to Whitefish Lake from the existing marina.

The applicant has stated that all 18 of the proposed additional slips would be for public benefit. 14 of the new slips would be placed in Category B – for the seasonal public lottery, and the remaining 4

slips would be placed in Category C – for the day use only. However, a consideration to the public benefit of the additional slips must be the overall cost of leasing a seasonal slip or renting a day use slip, which is somewhat beyond what an average citizen can afford.

Lakeshore Protection Committee Recommendation: The Whitefish Lakeshore Protection Committee recommends the approval of the full variance request (all 18 boat slips, the dock extension, and the constructed area allowance below the high water line) with two additional conditions: 1) Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock; 2) The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet no wake zone, for a total no wake zone of 200 feet from the end of the marina dock. The motion was approved with a 4-3 vote.

The Whitefish Planning Department staff recommends approval of additional 9 slips based on lakeshore frontage, but recommends denial of the Major Variance and lakeshore construction permit request for the additional 9 slips, the additional constructed area, and the extension into Whitefish Lake.

THE LODGE AT WHITEFISH LAKE AND AVERILL FAMILY TRUST ARE PROPOSING AN AMENDMENT TO THE EXISTING PUD

The Lodge at Whitefish Lake and Averill Family Trust are proposing an amendment to the existing PUD originally approved in May 1990. The property is currently developed with a lodge and marina, which are completed in 2005. The marina is currently limited to 85 slips per the original PUD. The applicant is proposing to amend the PUD to allow for additional slips based on recently acquired lakefront property. The applicant is request a total of 18 new slips, for a total of 103 slips. The property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West.

STAFF REPORT WPUD-14-03

Planner Minnich moved onto the PUD amendment which is a request by The Lodge at Whitefish Lake and Dan Averill Family Trust for an amendment to an existing Planned Unit Development (PUD). The applicant is proposing to increase the number of boat slips permitted in the associated marina and extend the dock further out into Whitefish Lake. The site is currently accessed from an existing approach off Wisconsin Aveune.

A Planned Unit Development (PUD) amendment is being sought at this time because the original PUD specifically included conditions regarding the lakeshore construction standards. Under the Planned

Unit Development District requirements within the Zoning Regulations, lakeshore protection standards may not be deviated from through a PUD overlay. However, the PUD as approved in May 1990 (Ordinance 90-06) included specific conditions related to the associated marina. The applicant is proposing to amend two of the conditions, specifically #17 & #18:

Condition 17: That the marina shall not exceed 85 boat slips.

Condition 18: That the marina may be extended lakeward to a point where four (4) feet of water is reached generally by a majority of the slips.

Condition #17 of the original PUD states that the marina shall not exceed 85 boat slips. This number was based on the amount of lakeshore frontage the applicant owned at the time of PUD approval. A public marina is entitled to 1 boat slip per 10 linear feet of lakeshore frontage (§13-3-1(L)(7)(g) WLLR). At the time of PUD approval, the applicant had a total of 853 feet, which equaled 85 slips. Recently the applicant purchased the adjacent property to the south, increasing the lakeshore frontage by 87.32 feet for a total of 940.32. This would permit the total number of boat slips to increase to 94 slips. One of the conditions on the approved permit is that the marina shall not exceed 86 boat slips for as long as the Fire Department occupies the slip; it would revert back to a total of 85 spaces when the Fire Department no longer needs the slips. The number of boat slips would actually be increased to 95 slips. However, in addition to the new 9 slips based on lakeshore frontage, the applicant is proposing an additional 9 slips for public use, for a new total of 18 slips. This would increase the number of boat slips for a total of 103 slips (104 with the Fire Department slip).

Regarding Condition #18, the applicant is not proposing to amend the specific language, but utilize the condition in order to grant an extension of the dock further out into Whitefish Lake.

Benefits Provided. In exchange for the additional 9 slips requested, the applicant is providing the following benefit:

- All of the 18 proposed boat slips will be for public use. 14 of the proposed slips will be included in the seasonal public lottery – Category B, and the remaining 4 will be utilized for day use only – Category C.

The subject property is currently developed with Condominiums for the Whitefish Lake Lodge and the Lodge at Whitefish Lake. The recently acquired property to the south is currently undeveloped. The property is zoned WRB-2/PUD (General Resort Business District with a PUD overlay) and WR-3 (Low Density Multi-Family Residential District).

This request is reviewed in accordance with the Whitefish City-County Growth Policy, the City of Whitefish Zoning Regulations,

and the City of Whitefish Lake and Lakeshore Protection Regulations.

The property is zoned WRB-2 (General Resort Business District) with a Planned Unit Development overlay. The WRB-2 district is intended to provide for the development of high density resort oriented uses usually identified with a tourist or convention destination center. Per §11-2S-5, any proposed deviation from the adopted standards must be justified as a clear public benefit.

The proposal will not affect environmentally sensitive areas because the request is not modifying the overall design of the subject property approved as part of the original PUD application. There will be no impacts to wildlife habitat or corridors because the marina has been in existence since the 1990s, and the expansion will not include any additional structures. It is not anticipated that the proposed amendment will impact the usable open space of the subject property. The applicant is not proposing any additional structures or residences with this application, only requesting the number of boat slips to be increased based on the recently purchased lakeshore frontage. The amendment request would not alter the character and qualities of the surrounding residential neighborhoods.

While the current application does not include the construction of any new structures, the proposal is an efficient use of infill because the recently purchased property is currently vacant and the lot is surrounded by both residential and commercial development, making efficient use of existing infrastructure. The proposed change to the PUD does not affect existing land uses. The WRB-2/PUD will be extended to encompass the recently purchased property to the south in order for the lakeshore frontage to be utilized for additional boat slips. However, no additional structures are proposed at this time on the new property.

The proposed amendment will continue to facilitate street continuity and connectivity because no changes to the existing roadway, paths or internal traffic circulation are proposed. The proposed amendment will continue to provide pedestrian and bicycle facilities because there are no modifications proposed which would affect the existing bike path located across Wisconsin Avenue.

The applicant is not proposing an affordable housing component as part of the requested amendment. The applicant has not submitted the amendment to increase the density of the property so providing affordable housing is not necessary.

All commercial buildings would be subject to the Architectural Review Committee approval which requires varied exteriors. The

existing PUD will continue to provide a variety of residential structures. The Growth Policy designates this area as Resort Residential and Urban. The WRB-2/PUD zoning is consistent with the Resort Residential designation. The subject property complies with the Whitefish City-County Policy because the WRB-2/PUD zoning is consistent with the Resort Residential designation.

If the major lakeshore variance is approved by the Whitefish City Council, the PUD amendment would not be a deviation of the lakeshore standards. However, a determination of the overall public benefit is directly tied to the lake and lakeshore regulations.

The lakeshore regulations include specific design standards for both public and private marinas which permit certain benefits such as increased amounts of constructed area within the lake and lakeshore protection zone, greater numbers of boat slips, or retail sales and services including gas sales.

The additional boat slips and extension do have a potential of impacting the lake and lakeshore, as well as neighboring property owners and navigational concerns. Some concerns of the marina expansion are the effect of boats on the sedimentation in the shallow bay and the increase in boat traffic. During the Lakeshore Protection Committee meeting on April 9, 2014 the applicant presented information documenting the majority of the existing slips do not have 4 feet of water depth. This could create a potential navigational problem with neighboring dock owners as well as the shallow water and larger boulders located throughout the bay.

The applicant has stated that all 18 of the slips will be dedicated for public benefit. Staff has concerns that the total 18 slips may continue to present an environmental and navigational impact to the lake and lakeshore. Whitefish Lake Institute supported moving the marina 19.46 feet further into the lake as apparently prop wash in shallow water creates an environmental disturbance. Staff continues to support their recommendation that only the 9 slips based on lakeshore frontage should be approved, unless documentation can be provided that the additional boat slips will not create an unwarranted disturbance to the existing character of the area.

While the marina is not immediately adjacent to the wetland, it would be logical that the wetland and the lake are connected to each other based on the existing topography of the sites. With the proposed slips extensions, the dock would be approximately 240 feet from the southern property riparian boundary, and approximately 220 feet from the northern property riparian boundary. The travel lanes between the multiple wings of the existing dock are between 30-40 feet, which is adequate for safe boat travel.

Because of concerns with the extension further into the lake creating a navigational hazard, the overall quality of water in Monks Bay, impacts to the neighboring property owners who have submitted comments against the proposal, and that the additional slips do not appear to be an adequate public benefit to warrant a major deviation from the lakeshore standards. Staff is more comfortable with the idea of extending the dock and providing 18 new public boat slips than we were prior to the Whitefish Lakeshore Protection Committee meeting. After hearing testimony about the environmental impacts of having the marina in such shallow water and seeing the water depth report. However, we are still unable to fully support the dock extension and variance to the constructed area, so we continue to support only 9 new public boat slips. If the Planning Board and City Council feel the entire proposal for 18 slips should be approved, staff recommends striking Finding #13 from the staff report.

It is recommended that the Whitefish City-County Planning Board adopt the findings of fact in staff report #WPUD-14-03 and recommend to the Whitefish City Council that the Amendment to Planned Unit Development of the Lodge at Whitefish Lake be **approved** subject to the original conditions of approval and the following new condition:

17: That the marina shall not exceed 94 boat slips, not including the slip utilized by the City of Whitefish Fire Department rescue boat (total 95).

APPLICANT

Sean Averill said there are a lot of demands for more slips and with them buying more property this would give them 9 more slips so they thought they would ask for 18. But they would be ok with 9 slips if they could get the 19' extension. Roosenthal asked how many more day use slips would they have with the additional 9 slips and Sean said it would be 2 more making it a total of 9 to 10 total. Roosenthal asked if they could refigure so there would not be as big of a footprint of the lake.

PUBLIC HEARING

Judy Pettinato, 440 Parkway Drive, she said her family on lived on Monks Bay since 1957. She would like to see them deny the variance and PUD amendment for the safety of the public. With more water traffic coming and going in this bay it is not safe to be in the water. The mud is deeper in the shallow end and they do have to pull up their motor. They all leave a trail of mud when they leave the lodge as it is now. Monks bay is not deep or big. She is against the 19 ft. extension and if he is able to do this then we all should be able to do the same thing. We all have to go through loops do our docks. Please say no to these 2 requests.

Marcia Sheffels, 450 Park Way Drive, her parents built on their property in 1954. Enough already. They have little respect for the surrounding property owners. Please consider denial of the 9 slips and the 19 ft. extension.

Donna Emerson President of the Wildwood Homeowners Assoc. said they would like to see a no wake zone at the end of the dock not 100 ft. from shore.

Jim Stack is a resident of Whitefish Lake and former chairman on the Lakeshore Committee. Through a lot of negotiations and agreements with the lodge it has become an asset to Whitefish lake. The permit that is being applied for is because of the property they bought would give them a 9 additional slips not 18 slips. If they are given the 18 slips, this would set a precedent for the future. The depth on the lake does get shallower in July. Before it would be shallower in August, however here are a lot more people pulling water from the lake. The number 9 does meet the regulations without pushing them further into the lake. Jim said if somebody else were to have bought this property they could also have their own marina which would be making this worse for everybody.

Kole Abel, 355 Lost Coon Trail, who is on the Lakeshore Committee said the vote was 4 to 3. If you let them extend their docks another 19 ft. it would not be fair to the other property owners who are limited to 60 ft. Ellis asked if they were to come to the Lakeshore Committee to ask if they could dredge the area would the committee let them. Kole said he could not speak for anybody else but he would say no.

Sean Averill said they are the only public marina so it is different. Reeves asked if they could put the slips on the south side or would they be closer to neighbors. Sean said they would like to go on the north side to make the third wing the same length as the others. Ellis also questioned if they could be all 9 on the south end and if on the north end if they would be using the existing channel. Roosenthal questioned if it is currently 264 feet and what the overall length would be if they add the 19 feet.

MOTION

Workman moved and Gunderson seconded to adopt staff report WLV-13-W10 as findings-of-fact and recommend to the Whitefish City Council that the Whitefish Lakeshore Permit request be approved for 9 slips, the gangway addition of 19 feet and also for constructed area allowance subject to the 12 conditions.

BOARD DISCUSSION

Reeves asked if they do the 9 slips to the south then they would not go over the allotted square footage for the dock and would not need a variance but they would need a variance for the 19'. Even with the 9 slips the PUD would have to be amended because the PUD says

only 85 slips at this time. Ellis asked if they would consider going in order so they could decide 9 slips and move to the 19'. Gunderson asked if we need to vote for each, Planner Minnich said you have to have a motion for variance and a second one for the PUD. Gunderson said the neighbors are concerned with less water quality and taking up more water space. They would like to see no more improvements. Reeves concern was if they allow the variance of 19' would this open it up for more variance coming in asking for longer docks. Director Taylor said this is a unique situation as they are the only public marina on the lake. Gunderson asked if the recommendations that came from the Lakeshore Committee were for the no wake zone from the end of the dock or would they go out 100'. Planner Minnich said there were two conditions that were added by the Lakeshore Protection Committee which were Condition #11: Per the lakeshore regulations, the applicant shall install a no wake zone 100 feet into Whitefish Lake from the end of the dock and Condition #12: The applicant shall contact Fish, Wildlife, and Parks and the Department of Natural Resources and Conservation to apply for an additional 100 feet on wake zone, for a total no wake zone of 200 feet from the end of the marina dock. Workman said there is nobody else that knows what is going on with the lake better than Jim Stack and his comments were important for wanting to add the 19', and Whitefish Lake is owned by the State of Montana and there not enough access for the people, and that is why he is 100% for this motion.

ROLL CALL

The motion passed with Workman, Gunderson and Reeves voting in favor and Ellis and Roosenthal voting in opposition This item is scheduled to go to Council on June 16, 2014.

PUBLIC HEARING WPUD-14-03

This was completed with the Public Hearing for the Major Lakeshore Variance WLC-14-W10.

MOTION

Ellis moved and was seconded by Workman to adopt staff report WPUD 14-03 as finding-of-facts and recommend to the Whitefish City Council that the PUD amendment be approved subject to the 35 conditions with the new conditions #17 as recommended by City Staff.

ROLL CALL

The motion passed unanimously on a vote by acclamation. This item is scheduled to go before the Council on June 16, 2014.

RE-SEATING OF BOARD MEMBER

Wurster was re-seated.

440 Parkway Drive
Whitefish, MT 59937

Whitefish Pilot
Copy Whitefish City Council

Dear Editor,

When we were young, we believed in taking care of Whitefish Lake. Now I hear stories about Averill breaking the Whitefish Lake Committee rules: From the Whitefish Pilot, June 9, 2005:

[Several lakeshore committee members claimed the lodge has not cooperated with the design of the marina since 1991 and has continued to be out of compliance...

"We want to make sure the marina serves the public," said committee member Marian Kibbe. "From what we've seen, it's acting like a private marina that serves its condominiums and its hotel."]

Now The Lodge at Whitefish Lake has bought adjacent property, so the rules already allow him to expand 9 slips laterally. He doesn't need to expand farther into the middle of the bay. The number of boat slips is a distraction. Averill wants to go farther into Monk's Bay because the water levels are lower near the shore.

Swimming in the lake is pretty ugly especially in August. The crud floating in the water is unbelievable! By the middle of July, the depth from our dock is extremely low. Jim Stack, the former head of the lake committee, stated the very low water used to come at the end of August instead of the middle of July.

Stack explains that the water is lower in the summer because Iron Horse and Whitefish Lake golf courses pump gallons from the lake. Instead of granting Averill a permit to extend his dock further, the City needs to monitor the amounts of water pumped from the lake and the allowed months; to maintain the water level.

If the City Council allows Averill to extend his dock, it needs to let the rest of the property owners in the bay extend their docks. Only fair. We'll meet in the middle of the bay! Ultimately, the more boats, the more likely a tragedy. My Dad died in this bay in 1970. He was hit by a boatload of drinkers.

Let your voice be heard. Attend the City Council meeting June 16, 2014 @ 7:10 PM or write a letter.

Judy Pettinato 862-5309

06-09-14P01:39 RCVD

Bailey Minnich

From: Necile Lorang <nlorang@cityofwhitefish.org>
Sent: Friday, June 06, 2014 1:09 PM
To: bminnich@cityofwhitefish.org
Subject: Fwd: Marina expansion

Follow Up Flag: Follow up
Flag Status: Flagged

----- Original Message -----

Subject: Marina expansion
Date: Fri, 6 Jun 2014 12:16:41 -0600
From: Donna Emerson <donnawf@gmail.com>
To: nlorang@cityofwhitefish.org <nlorang@cityofwhitefish.org>

Wildwood Homeowners Association
1330 Wisconsin Avenue
Whitefish MT. 59937

Regarding: Whitefish Lodge Marina Expansion

To Whitefish City Council

We are just south of the Whitefish Lake Lodge on Monk's Bay. We would like to support the addition of 9 boat slips and the expansion of the dock by 19 feet as long as the boat slips are located on the north end of the dock. In addition we agree with the recommendations of the Whitefish Lake Protection Committee that there exist a 100 foot no wake zone and possibly a 200 foot zone if approved by the Fish and Game. We feel buoys should be placed indicating that it is a no wake zone and that Whitefish Lake Lodge should have some responsibility in monitoring it.

Thank you for considering these recommendations

Donna Emerson
President of Wildwood HOA
donnawf@gmail.com

Sent from my iPad



May 11, 2014

To: Mayor John Muhlfeld and City Council

Re: The proposed dockage changes at The Lodge

Ever since Dan Averill and his sons established their beach head on Whitefish Lake, they have continually violated or asked for variances regarding restrictions in zoning, building laws, wet lands, the PUF overlay and lakeshore regulations. Now, they're at it again. They seem to think that the regulations either don't apply to them or that the Lodge is so important to the City of Whitefish that they deserve these variances.

I was on the Whitefish Lakeshore Protection Committee for thirteen years and we spent more time with their ongoing deliberate violations and requests for variances than with any other permits. Many times, it was incumbent upon the members to ferret out the truth from the distortions. I don't recall how many times that the Averills requested one thing and then changed it. Dan Averill told us that the house boat he purchased (which was a former dockage installation boat) was going to serve food out in the lake. However, his manager at that time told us that they always intended to hook it to the dock system to provide a rental/gas/cash booth. It was! The dockage at the lodge had to be measured many times because often a dock piece was "accidentally" added or a requested variance was not in compliance. Originally the dockage was intended to be "private" but when the Averills found out that it significantly limited the number of slips they could have, it was re-classified as "public". When they were forced to have a drawing for the few slips allotted to the public, a member of the Committee always had to be present to insure compliance.

They recently purchased the two lots south of their property at a price reportedly below the appraised value. The heirs could not afford the property taxes and had to sell. The Averills have now requested that they be allowed to expand the marina to add fourteen more boat slips and they'd like to extend this monstrous dockage system another 19-20 feet into the lake. This system is located in a very shallow and congested bay. Those homeowners from the south boundary of the marina all around Monk's Bay and along the shoreline to the Glenwood Homeowner's boat dock all deal with shallow water. If every owner were allowed to extend their dock out into the lake as far as the Averills want, a person could just walk their way around the bay on the extended docks. Surely those people with boat slips at the marina can learn to raise their motors and paddle in and out like the rest of their neighbors do. More congestion in this area is certainly not warranted and granting this variance would open a can of worms with regard to others requesting a

dock length variance. I believe the current constructed area of the dock system is already greater than has been allowed and there are no guarantees that they would comply with a new variance in size.

They obviously notified all those who hold boat slips or those who have applied for one in the past and asked for letters of support for the expansion. Of course, they neglected to inform any of the neighbors of the plans, and they had to read it in the newspaper. When someone purchases a piece of property that does not have lake access and then buys a boat, they should not complain about the lack of boat slips. If all off-lake shore owners who want boat slips would just get together, they could purchase land at the north end of the lake and start putting in dockage because the boat traffic at that end is very low as opposed to the south part of the lake. It would also probably be cheaper than renting a slip at the Lodge.

Some believe that the lake has plenty of room for more boat traffic. It does—at mid lake and to the north. The owners of property from the City Beach launch site to the Lodge experience heavy boat traffic, lots of wave action and noise from the wave runners as they seem to like to show off close to shore. There is also the noise factor coming from the boats with loud amplifiers and from the Lodge with their “music” which often plays late in the evening.

I can think of no reason to grant the Averill’s latest request for expansion nor for the request to move the dockage further out into the lake. It certainly does not seem to meet the criteria for any variance.

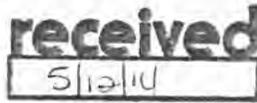
Jane Seely Solberg



Box 187

Whitefish, MT 59937

Ph: 862-2859



May 11, 2014

To: Whitefish City County Planning Board

Re: The proposed dockage changes at The Lodge

Ever since Dan Averill and his sons established their beach head on Whitefish Lake, they have continually violated or asked for variances regarding restrictions in zoning, building laws, wet lands, the PUF overlay and lakeshore regulations. Now, they're at it again. They seem to think that the regulations either don't apply to them or that the Lodge is so important to the City of Whitefish that they deserve these variances.

I was on the Whitefish Lakeshore Protection Committee for thirteen years and we spent more time with their ongoing deliberate violations and requests for variances than with any other permits. Many times, it was incumbent upon the members to ferret out the truth from the distortions. I don't recall how many times that the Averills requested one thing and then changed it. Dan Averill told us that the house boat he purchased (which was a former dockage installation boat) was going to serve food out in the lake. However, his manager at that time told us that they always intended to hook it to the dock system to provide a rental/gas/cash booth. It was! The dockage at the lodge had to be measured many times because often a dock piece was "accidentally" added or a requested variance was not in compliance. Originally the dockage was intended to be "private" but when the Averills found out that it significantly limited the number of slips they could have, it was re-classified as "public". When they were forced to have a drawing for the few slips allotted to the public, a member of the Committee always had to be present to insure compliance.

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I can think of no reason to grant the Averill’s latest request for expansion nor for the request to move the dockage further out into the lake. It certainly does not seem to meet the criteria for any variance.

Jane Seely Solberg

Box 187

Whitefish, MT 59937

Ph: 862-2859



13, 2014

May

Dear Mr. Taylor,

We are residents of the Glenwood Homeowner's Association on Whitefish Lake and are writing you regarding the Lodge's proposed marina expansion. Please forward this letter to the Whitefish City - County Planning Board and City Council.

We are opposed to any planned expansion by the Lodge, other than what is permitted by current code. We are of the opinion that Monk's Bay already has an exorbitant amount of boat traffic. It has been our experience over the last five years that the southern end of the Lake has become nearly unnavigable due to the increased, unregulated boat traffic between City Beach, the State Park and the Lodge.

We are particularly dismayed by the Lakeshore Committee's recommendation to create a 100-200 ft no wake zone. What this means for homeowners like us is that large boats come into Monk's Bay at high speed and come to a halt right in front of our homes, creating very large waves, or accelerate very quickly as they leave the no wake zone, having the same effect.

Most importantly, we don't think the additional slips and moving the dock further into the Lake are in the public interest. The decrease in quality of life for Lake residents and the degradation of the Lake by far outweigh the benefits.

Sincerely,

Timothy and Suzanne Lees
310 Glenwood Road

Jerry and Debbie Dunst
240 Glenwood Road

Graham and Susan Kemsley
250 Glenwood Road

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Monday, May 12, 2014 2:41 PM
To: 'Bailey Minnich'
Subject: FW: marina at the lodge

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Important

FYI

-----Original Message-----

From: Martha O. Coulam. [mailto:mocoulam@comcast.net]
Sent: Monday, May 12, 2014 12:54 PM
To: dtaylor@cityofwhitefish.org
Subject: marina at the lodge

Mr Taylor,

I own a home at 1430 Wisconsin Ave and wish to express my opposition to the proposed expansion of the dock beyond what is allowed by the law. Over the last 20 years that we have owned our property, I have noticed a large increase in the boat traffic in Monk's Bay. I wonder if this proposed increase in the boat slips will be detrimental to the neighboring homes' property values.

Please, please do not let The Lodge win this proposed expansion.

Regards,

Martha Coulam

Sent from my iPad

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Monday, April 21, 2014 10:26 AM
To: 'Bailey Minnich'; 'Sean Averill'
Subject: FW: WF Lake Lodge

Follow Up Flag: Follow up
Flag Status: Flagged

FYI

-----Original Message-----

From: william schlott [mailto:wslott@mac.com]
Sent: Sunday, April 20, 2014 3:07 PM
To: dtaylor@cityofwhitefish.org
Subject: WF Lake Lodge

Whitefish Lake Lodge has already ruined many of my summer evenings with its blaring, cacophony of music from the party tent between the lodge and the lake. One can not read or carry on a conversation on my porch because of the din of noise coming across Monk's bay. When one calls the Lodge to complain the retort is "it's legal until 10 p.m". Obviously the Lodge should not be able to disturb the peace but in some way for some reason they've managed to skirt laws affecting most of the rest of us lakeshore owners. Under no circumstances should they be allowed to expand their unneighborly operation.

Rather they should have to obey the laws the rest of us do.

William Schlott
420 Parkway Drive
WF

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Thursday, April 17, 2014 9:39 AM
To: 'Bailey Minnich'
Cc: 'Sean Averill'; 'Nikki Bond'
Subject: FW: Marina expansion

Follow Up Flag: Follow up
Flag Status: Flagged

fyi. Will put on table tonight.

-----Original Message-----

From: Patti Scruggs [mailto:lazyotter@centurytel.net]
Sent: Thursday, April 17, 2014 9:32 AM
To: dtaylor@cityofwhitefish.org
Subject: Marina expansion

To: City-County Planning Board

I am opposed to the Lodge expanding its marina and boat slips unless ALL the slips are for public use and not placed in the seasonal lottery. I have taken my boat to the Lodge for lunch many times and attempted to put my boat in a public use slip. They showed me ONLY 3 slips that were available...one had a kayak in it and the other two were way in back with only a few feet of water. I asked about all the so-called PUBLIC use day slips and was told they were in a lottery and rented for the season. Adding more slips would only allow the wealthier folks to lease them. It would not increase the slips available to the general public. When the marina was originally developed, I assumed many of the slips were available for day use by the general public, not sold to the highest bidder.

I also think the few public day use slips now available should be closest to the lake, not way in back where the water is too shallow.

Thank you.
Patti Scruggs

Sent from my iPad

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Thursday, April 17, 2014 9:38 AM
To: 'Bailey Minnich'
Subject: FW: Monk's Bay Homeowner's Opposition to Whitefish Lake Lodge Marina Expansion Project

Follow Up Flag: Follow up
Flag Status: Flagged

FYI. Will hand out to PB on the table.

-----Original Message-----

From: william schlott [mailto:wslott@mac.com]
Sent: Thursday, April 17, 2014 8:54 AM
To: dtaylor@cityofwhitefish.org
Cc: william schlott
Subject: Monk's Bay Homeowner's Opposition to Whitefish Lake Lodge Marina Expansion Project

Mr. Taylor,

As a 22-year resident of Parkway Drive on Monk's Bay / Whitefish Lake, I wish to express my opposition to Whitefish Lake Lodge's proposed expansion to its marina.

Since the lodge's construction in 2005, its presence has had a detrimental effect on the quality of life in our cove. Additional boat slips and the extension of dock space into the lake would only exacerbate the noise pollution and over-concentration of boat and jet ski traffic in that area.

It would appear that private homeowners and businesses in Whitefish are subjected to a different regulatory standard. While we were fined one summer for installing a water trampoline in front of our dock for our grandchildren to use during their 2-week visit, Whitefish Lake Lodge's owners wish to alter pre-existing regulations to suit their own wishes.

While it is true that Whitefish Lake is not overcrowded, Monk's Bay is. Kindly consider denying Whitefish Lake Lodge's request for 18 additional slips and the major variance for lakeshore construction.

Best regards,
Pam and Bill Schlott
420 Parkway Drive
Monk's Bay / Whitefish Lake

To All Whom It May Concern,

Please do not issue any more building or expansion permits to the Averill's Whitefish Lake Lodge—either on land or lake. The family has a very long history of submitting plans and proposals and whether revised, rejected or approved, doing something 'other' than what they asked for. There are rules and laws that the rest of the population is forced to live by—particularly on the Lake. They should be required to do the same. And for the most part have not.

Aside from the noise annoyance at all hours, to one and all, in a rather large vicinity, there are very serious health and safety issues at stake. More boats, more accidents, more pollution. Monk's Bay has always been shallow, muddy and weedy. Not really a nice place for children or adults to play and swim and not a good place for intoxicated boat drivers and jet skis to be showing off. Or more motorized traffic in general.

The most important issue is the HEALTH OF THE LAKE. The critical wet land on the East side of Wisconsin Ave. has already been clear cut, filled in and asphalted. Parking is at a premium on the lake side and overcrowded on the East side. There is constant foot traffic going to recreate on the lake—as the foot bridge is, by all evidence, not in use. This is a VERY dangerous situation as well as a constant source of concern on the part of local and tourist alike. The 45 MPH speed limit is far too high and the road is badly marked. Add this to the fact that very few of the pedestrians are paying any attention to vehicle traffic.

Their proposal has little to do with 'public access'. Especially at the high cost of dock space and the difficulty of getting across the road just for a swim. Yes, there will be a few construction jobs created in the short run and some 'service' jobs in the long run. Jobs should not be an issue.

Because of the already overcrowded condition of Monk's Bay, the proposed marina expansion is not worth the cost in health and safety to the community and will do little to enhance the tourist trade.

Please, just say NO.

Thank you for your attention,

Sharlot B, Battin
185 Reservoir Road
Whitefish

**THE LODGE AT WHITEFISH LAKE
PUD AMENDMENT
STAFF REPORT
PLANNED UNIT DEVELOPMENT; WPUD-14-03
APRIL 10, 2014**

A report to the Whitefish City-County Planning Board and the Whitefish City Council regarding a request by The Lodge at Whitefish Lake and Dan Averill Family Trust for an amendment to an existing Planned Unit Development (PUD). A public hearing is scheduled before the Whitefish City-County Planning Board on April 17, 2014 and a subsequent hearing is set before the City Council on May 5, 2014.

I. PROJECT SCOPE

The applicant is proposing to amend a condition of an existing Planned Unit Development overlay on Tracts 2K, 2J (Lodge at Whitefish Lake Condos), and Amended Plat of Lot 1 Barkley Tracts (Whitefish Lake Lodge Condos), located off Wisconsin Avenue. The applicant is proposing to increase the number of boat slips permitted in the associated marina and extend the dock further out into Whitefish Lake. The site is currently accessed from an existing approach off Wisconsin Avenue (see Figure 1).

Figure 1: Subject properties highlighted yellow.



EXHIBIT

Staff: BM

WPUD-14-03
PUD Amendment – Lodge at Whitefish Lake
1 of 14

1

The applicant is not proposing any changes to the Wisconsin Avenue frontage. The existing access will remain in the same location, and no additional structures are proposed. A Planned Unit Development (PUD) amendment is being sought at this time because the original PUD specifically included conditions regarding the lakeshore construction standards. Under §11-2S-5 Deviations from Standards within the Planned Unit Development District requirements of the Zoning Regulations, lakeshore protection standards may not be deviated from through a PUD overlay. However, when the original PUD was approved in May 1990 (Ordinance 90-06), it included specific conditions related to the associated marina. The applicant is proposing to amend two of the conditions, specifically #17 and #18:

Condition 17. That the marina shall not exceed 85 boat slips.

Condition 18. That the marina may be extended lakeward to a point where four (4) feet of water is reached generally by a majority of the slips.

Condition #17 of the original PUD states that the marina shall not exceed 85 boat slips. This number was based on the amount of lakeshore frontage the applicant owned at the time of PUD approval. The Whitefish Lake and Lakeshore Regulations (WLLR) state that a public marina is entitled to 1 boat slip per 10 linear feet of lakeshore frontage (§13-3-1(L)(7)(g) WLLR). At the time of PUD approval, the applicant had a total of 853 feet, which equaled 85 slips. Recently the applicant purchased the adjacent property to the south, increasing the lakeshore frontage by 87.32 feet for a total of 940.32. This would permit the total number of boat slips to increase to 94 slips. In 2012 a minor variance was approved to allow one additional boat slips beyond the original 85 slips for the City of Whitefish's Fire Rescue boat. One of the conditions on the approved permit is that the marina shall not exceed 86 boat slips for as long as the Fire Department occupies the slip; it would revert back to a total of 85 spaces when the Fire Department no longer needs the slips. Therefore, with the additional lakeshore frontage, the number of boat slips would actually be increased to 95 slips. However, in addition to the new 9 slips based on lakeshore frontage, the applicant is proposing an additional 9 slips for public use, for a new total of 18 slips. This would increase the number of boat slips for a total of 103 slips (104 with the Fire Department slip).

Regarding Condition #18, the applicant is not proposing to amend the specific language, but utilize the condition in order to grant an extension of the dock further out into Whitefish Lake.

This PUD amendment has been applied for in conjunction with a Major Lakeshore Variance request (WLV-14-W10) to increase the number of slips, extend the dock an additional 19.46 feet out into the lake, and increase the amount of constructed area permitted by the lakeshore regulations. The Lakeshore Protection Committee met on April 9, 2014 and recommended approval of the full major variance request, with the addition of two conditions regarding the installation of a 200 foot no wake zone past the end of the dock. Final approval or denial of the variance request is determined by the Whitefish City Council. If the Major Lakeshore Variance is ultimately approved by the Whitefish City Council, then the PUD amendment would not be a deviation from the lakeshore protection standards. If the Whitefish City Council deny the Major Lakeshore Variance, Condition #17 of the PUD would still need to be amended to include the 9 slips

permitted based on the recently acquired lakeshore frontage. Review of the original conditions placed on the PUD in 1990 document that all conditions appear to have been met.

Lakeshore Standards. The PUD request includes the following lakeshore standards:

- Maximum Number of Boat Slips (§13-3-1(L)(7)(g) WLLR). The lakeshore regulations state a public marina may be permitted to have 1 boat slip per 10 linear feet of lakeshore frontage. The original PUD stated the marina shall not exceed 85 slips which is the number of slips permitted under the lakeshore regulations at the time of the original PUD adoption. As the applicant recently purchased additional lakeshore frontage, the number specified under the original PUD could be increased by 9 new slips. However, the applicant is requesting to increase the number of slips by 18, which is roughly 1 slip per 9 linear feet of lakeshore frontage.
- Maximum Length of Dock (§13-3-1(L)(7)(b) WLLR). The lakeshore regulations state the maximum length of a dock extending over water shall be 100 feet. The applicant's dock was originally approved in 1991 under WLP-91-23. At that time, the dock was permitted to be well over 100 feet in length. When the dock was constructed, the applicant had to obtain an after-the-fact lakeshore permit (WLP-04-W09B) because the constructed dock exceeded what was originally permitted. The condition outlined in the PUD states the dock may extend lakeward to a point where 4 feet of water is reached generally by a majority of the slips. The applicant is proposing a lakeshore variance to extend the dock an additional 19.46 feet out into Whitefish Lake.

Benefits Provided. In exchange for the additional 9 slips requested, the applicant is providing the following benefit:

- All of the 18 proposed boat slips will be for public use. 14 of the proposed slips will be included in the seasonal public lottery – Category B, and the remaining 4 will be utilized for day use only – Category C.

Other Approvals Requested. In addition to the amendment to the existing Planned Unit Development overlay, the applicant is requesting a Major Lakeshore Variance. The Major Lakeshore Variance will be presented to the Lakeshore Protection Committee on the April 9, 2014 meeting. A recommendation by the Committee on the Major Variance will be forwarded to the Planning Board and City Council. The PUD amendment hinges on the final approval or denial of the major lakeshore variance. Since they are so connected, they will be reviewed by the Planning Board and City Council at the same public hearings.

- Major Lakeshore Variance request for 18 boat slips, extension of dock an additional 19.46 feet in Whitefish Lake, and an increase in constructed area below the high water line over the amount permitted by the lakeshore regulations.

A. Owner/Applicant:

Dan & Laurie Averill Family Trust
P.O. Box 275
Bigfork, MT 59911

Whitefish Lake Lodge
c/o Brian Averill
1380 Wisconsin Avenue
Whitefish, MT 59937

Technical Assistance:

Eric Mulcahy
Sands Surveying
2 Village
Kalispell, MT 59901

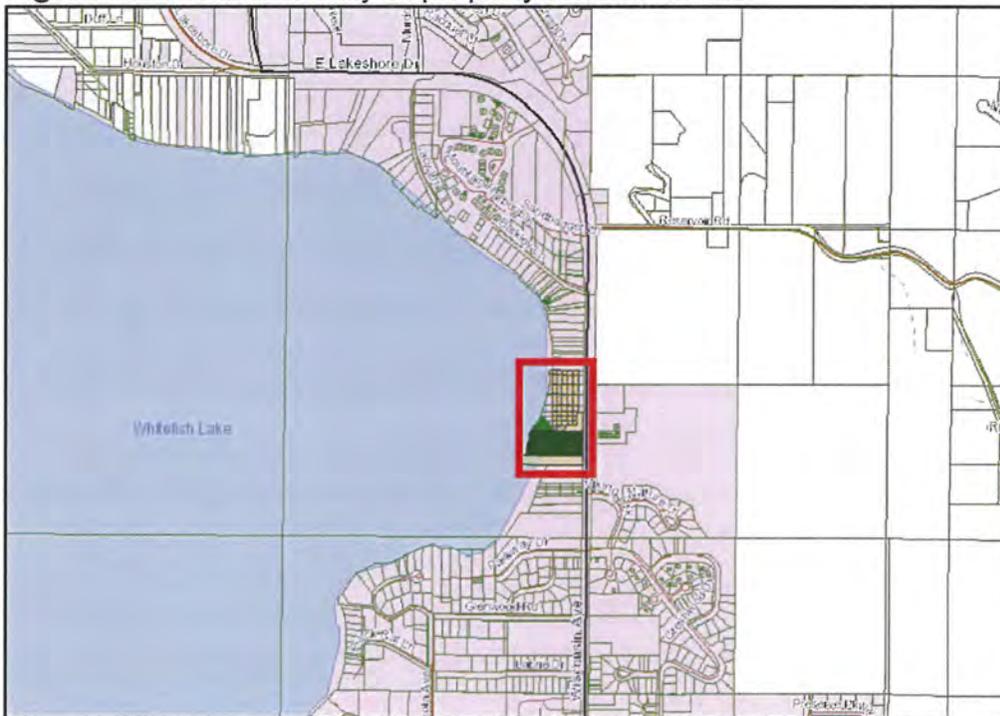
Nikki Bond
527 Skyles Place
Whitefish, MT 59937

Bruce Boody Landscape Architect
Attn: Kurt Vomfell
301 Second Street, Suite 1b
Whitefish, MT 59937

B. Location:

The subject property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West, Flathead County.

Figure 2: Location of subject property outlined in red.



C. Existing Land Use and Zoning:

The subject property is currently developed with Condominiums for the Whitefish Lake Lodge and the Lodge at Whitefish Lake. The recently acquired property to the south is currently undeveloped. The property is zoned WRB-2/PUD (General Resort Business District with a PUD overlay) and WR-3 (Low Density Multi-Family Residential District).

D. Adjacent Land Uses and Zoning:

North:	Residential	WR-1
West:	Whitefish Lake	n/a
South:	Residential	WR-3
East:	Residential/Commercial	WRB-2/PUD

E. Utilities:

Sewer:	City of Whitefish
Water:	City of Whitefish
Stormwater:	On-site
Solid Waste:	North Valley Refuse
Gas:	Northwestern Energy
Electric:	Flathead Electric Co-op
Phone:	CenturyTel
Police:	City of Whitefish
Fire:	City of Whitefish
Schools:	Whitefish School District

F. Public Notice:

A notice was mailed to adjacent land owners within 150-feet of the subject parcel on March 28th, 2014. A notice was mailed to advisory agencies on March 27th, 2014. A notice was published in the *Whitefish Pilot* on April 2nd, 2014. As of the writing of this report, 17 comments have been received in favor of the request and 5 comments against the request.

II. REVIEW AND FINDINGS

This request is reviewed in accordance with the Whitefish City-County Growth Policy, the City of Whitefish Zoning Regulations, and the City of Whitefish Lake and Lakeshore Protection Regulations.

Title 11, Chapter 2 – Zoning Districts:

The property is zoned WRB-2 (General Resort Business District) with a Planned Unit Development overlay. The WRB-2 district is intended to provide for the development of high density resort oriented uses usually identified with a tourist or convention destination center.

The Planned Unit Development district is intended to encourage flexible land use development by allowing development based upon a comprehensive, integrated and detailed plan rather than upon specific requirements applicable on a lot by lot basis. Per §11-2S-5, any proposed deviation from the adopted standards must be justified as a clear

public benefit. The development, according to the Purpose and Intent of the PUD chapter, provides the following benefits, as applicable:

- A. Preserve and/or enhance environmentally sensitive areas of the site. This criteria is not applicable because the proposed amendment is not proposing an additional structures, roads, or modifications to the overall design of the subject property.

Finding 1: The proposed amendment will not affect environmentally sensitive areas because the request is not modifying the overall design of the subject property approved as part of the original PUD application.

- B. Preserve crucial wildlife habitat and/or daily or seasonal migration corridors. There are no mapped crucial wildlife habitat and/or daily or seasonal migration corridors on this site. It is not anticipated the proposed amendment will affect wildlife as the marina has been in existence since the early 1990s, and the expansion will be relatively small compared to the size of the existing marina.

Finding 2: There will be no impacts to wildlife habitat or corridors because the marina has been in existence since the 1990s, and the expansion will not include any additional structures.

- C. Provide usable open space. The original PUD conditions approved in 1990 included the creation of a 0.35 acre park specifically for recreational purposes of the homeowner's in the condominium development. The proposed amendment to conditions 17 and 18 is not anticipated to impact the usable open space of the subject property. The amendment is being requested to increase the number of boat slips available in the existing marina.

Finding 3: The proposed amendment to the existing PUD will not affect usable open space because the request will not impact the 0.35 acre park originally approved for recreational purposes associated with the development.

- D. Preserve and protect the character and qualities of existing neighborhoods. The subject property was originally approved with a PUD for the existing lodge, condominiums, and marina in May 1990. The Condominiums were constructed almost immediately, and in 2005 the lodge was constructed and the marina reconfigured. The subject property is zoned WRB-2 which permits a mixture of residential and commercial uses. The surrounding properties are zoned WRB-2/PUD, WR-3 (Low Density Multi-Family Residential), and WR-1 (One Family Residential District). The applicant is not proposing any additional structures or residences with this application. They are only request the number of boat slips to be increased based on the recently purchased lakeshore frontage. The amendment request would not alter the character and qualities of the surrounding residential neighborhoods.

Finding 4: The proposed amendment to the permitted number of boat slips in the marina does not alter the character of the surrounding area as the majority of the neighborhoods were intended to be higher density development with some limited commercial uses.

- E. Make efficient use of infill property. The subject property is located in an urban setting with urban land use designations and urban zoning. The property has access to all municipal facilities and services. At this time, the applicant is not proposing any additional structures. However, if in the future the applicant desired to develop the property, it would be an efficient use the infill policy as it is a vacant lot surrounded by both residential and commercial development.

Finding 5: While the current application does not include the construction of any new structures, the proposal is an efficient use of infill because the recently purchased property is currently vacant and the lot is surrounded by both residential and commercial development, making efficient use of existing infrastructure.

- F. Provide effective buffers or transition between potentially incompatible uses of land. The proposed change to the PUD does not affect existing land uses. The WRB-2/PUD will be extended to encompass the recently purchased property to the south in order for the lakeshore frontage to be utilized for additional boat slips. However, no additional structures are proposed at this time on the new property.

Finding 6: The proposed amendment to the existing PUD will not alter the buffers or transition area between the subject property and the adjacent properties because the amendment will not affect existing land uses and no additional structures are proposed at this time.

- G. Facilitate street continuity and connectivity, and attractive high quality streetscapes. The submitted amendment application is not proposing to make any changes to the existing streets, pedestrian/bike path or internal traffic circulation patterns.

Finding 7: The proposed amendment will continue to facilitate street continuity and connectivity because no changes to the existing roadway, paths or internal traffic circulation are proposed.

- H. Provide pedestrian and bicycle facilities and encourage transportation alternatives. There is an existing bicycle/pedestrian trail across from the lodge on Wisconsin Avenue. The applicant is not proposing any modifications to the bike path or pedestrian access at this time.

Finding 8: The proposed amendment will continue to provide pedestrian and bicycle facilities because there are no modifications proposed which would affect the existing bike path located across Wisconsin Avenue.

- I. Provide affordable housing. The applicant is not proposing an affordable housing component as part of the requested amendment. The applicant has not submitted the amendment to increase the density of the property so providing affordable housing is not necessary.

Finding 9: The criteria is not applicable to the submitted application because the applicant is not requesting an amendment to increase the density of the property, and providing affordable housing is not required for the PUD.

- J. Provide a variety of residential product type while avoiding a monotonous and institutional appearance. This project is a modification to two of the originally approved conditions of the existing PUD. The applicant is proposing to increase the number of boat slips in the existing marina based on recently acquired lakeshore frontage. At this time, no additional structures are proposed on the subject property. All commercial buildings will be subject to the Architectural Review Committee approval which requires varied exteriors.

Finding 10: The existing PUD will continue to provide a variety of residential structures because the submitted amendment application is to increase the number of boat slips within the existing marina, no additional structures are proposed on the subject property, and all commercial buildings are required to obtain architectural review prior to building permit submittal.

- K. Compliance with and/or implementation of the growth policy. The Growth Policy designates this area as Resort Residential and Urban. The WRB-2/PUD zoning is consistent with the Resort Residential designation. The applicant is not proposing to modify the zoning on the recently acquired property, or extend the existing PUD to include the new area. If the applicant desires to develop the new property in the future, they must comply with the current WR-3 regulations or apply for an additional PUD amendment with informing regarding how the property would be developed.

Finding 11: The subject property complies with the Whitefish City-County Growth Policy because the WRB-2/PUD zoning is consistent with the Resort Residential designation.

Finding 12: The proposed PUD, except where deviation is allowed, meets the zoning regulations contained in Title 11 of the Whitefish City Code.

Title 13, Chapter 3 – Marina Standards:

The applicant is proposing an expansion of the existing marina with a request for 18 additional boat slips. As the applicant has recently purchased additional lakeshore frontage, they are permitted 9 additional slips under the lakeshore regulations. Instead of the permitted number of additional slips, the applicant is requesting a major lakeshore variance in order to construct an additional 9 boat slips (total 18 new slips), add an extension to the existing dock of 19.46 feet pushing the dock further out into Whitefish

Lake, and increase the amount of constructed area below the high water line over the amount permitted by the lakeshore regulations. If the major lakeshore variance is approved by the Whitefish City Council, the PUD amendment would not be a deviation of the lakeshore standards. However, a determination of the overall public benefit is directly tied to the lake and lakeshore regulations.

The lakeshore regulations include specific design standards for both public and private marinas which permit certain benefits such as increased amounts of constructed area within the lake and lakeshore protection zone, greater numbers of boat slips, or retail sales and services including gas sales. However, there are 4 specific policies which affect both types of marinas:

1. Due to their size and concentration of public activity, marinas have a high potential to impact the lake, lakeshore, open water navigation, and neighboring property owners. A marina permit may be denied or additional restrictions imposed, based on assessment of this impact. The existing marina was approved as part of a PUD in May 1990. Subsequent lakeshore permits were approved for the three phases of boat slip construction, and also determined the number of boat slips permitted for long-term/homeowner lease (50%), seasonal public lottery (25%), and day use (25%). At the time of original approval, the applicant has enough lakeshore frontage to only permit 85 boat slips. With the recent property acquisition, the applicant could be permitted up to 94 boat slips. However, with the PUD amendment and Major Lakeshore Variance, the applicant is proposing 18 new slips for a total of 103. The applicant is also proposing an extension to the existing dock for an additional 19.46 feet. The additional boat slips and extension do have a potential of impacting the lake and lakeshore, as well as neighboring property owners and navigational concerns. Some concerns of the marina expansion are the effect of boats on the sedimentation in the shallow bay and the increase in boat traffic. During the Lakeshore Protection Committee meeting on April 9, 2014 the applicant presented information documenting the majority of the existing slips do not have 4 feet of water depth. Also discussed during the committee meeting was the potential issues with a dock extending further in the lake and creating a potential navigational problem with neighboring dock owners as well as the shallow water and larger boulders located throughout the bay.
2. A marina shall be designed to accommodate only anticipated sizing and capacity needs, to protect the navigational rights and safety of neighboring property owners and recreational users of the lake, to ensure general compatibility with the character of the area so as not to create an unwarranted disturbance or nuisance, and to protect the quality of the water and aquatic and wildlife habitat. Based on the lakeshore regulations, the applicant is permitted to request 9 additional slips per the recently acquired lakeshore frontage to the south of the existing lodge and marina. In addition to that request, the applicant has applied for a major lakeshore variance to construct an additional 9 slips. The applicant has stated that all 18 of the slips will be dedicated for public benefit. Staff has concerns that the total 18 slips may continue to present an environmental and navigational impact to the lake and lakeshore. However, the Lakeshore Protection Committee did mention that Mike Koopal of the Whitefish Lake Institute supported moving the marina 19.46

feet further into the lake as apparently prop wash in shallow water creates an environmental disturbance. Staff confirmed his comment on April 10, 2014. At this time, staff continues to support their recommendation that only the 9 slips based on lakeshore frontage should be approved, unless documentation can be provided that the additional boat slips will not create an unwarranted disturbance to the existing character of the area. Staff has received a number of public comments from neighboring property owners against the proposal due to the amount of boat traffic which already occurs with the existing slips, and concerns with the quality of the water in the bay.

3. A marina may not be located immediately lakeward of a wetland area. The marina is not located immediately lakeward of a wetland area, however there is a wetland area located directly across from the Lodge on the other side of Wisconsin Avenue. While the marina is not immediately adjacent to the wetland, it would be logical that the wetland and the lake are connected to each other based on the existing topography of the sites. The actual roadway of Wisconsin Avenue provides a barrier between the two ecosystems.
4. A minimum of one hundred feet (100') shall remain open between any portion of the marina dock structure and the side riparian boundaries. This criteria appears to be met by the existing marina dock. With the proposed slips extensions, the dock would be approximately 240 feet from the southern property riparian boundary, and approximately 220 feet from the northern property riparian boundary.
5. Minimum twenty-five (25) foot travel lanes shall be provided between dock structures for boats to travel. This criteria appears to be met by the existing marina dock. The travel lanes between the multiple wings of the existing dock are between 30-40 feet, which is adequate for safe boat travel.

Finding 13: While the applicant has indicated the proposed 18 slips will be dedicated for the public benefit, staff is recommending approval of only the 9 slips based on the new lakeshore frontage because of concerns with the extension further into the lake creating a navigational hazard, the overall quality of water in Monks Bay, impacts to the neighboring property owners who have submitted comments against the proposal, and that the additional slips do not appear to be an adequate public benefit to warrant a major deviation from the lakeshore standards.

Original Conditions of Approval – Ordinance 90-06, May 7th, 1990:

The following conditions were part of the original PUD approval and have been or are being satisfied.

1. That all requirements regarding construction and installation of structures west of the high water mark as per the attached Montana State Supreme Court action shall be met.

2. That an additional ten (10) feet maybe added along the east side of Wisconsin Avenue and should be reserved for road right-of-way. This should be coordinated with the City Manager.
3. That Wisconsin Avenue shall be redesigned to meet the following minimum standards along the entire west side and along that portion of the east side which is developed as part of this project.
 - a. Wisconsin Avenue should be paved to a 40 foot width and contain two 12 foot travel lanes and two eight foot parking lanes.
 - b. At the entrance/exists of this project, the parking lanes should be signed no parking and should be striped and should function as deceleration lanes for entering traffic making a right turn.
 - c. Curb and gutter shall be installed.
 - d. Behind the curb and gutter a five foot minimum landscape strip which then adjoins a five foot wide concrete sidewalk shall be installed.
4. That an access permit be obtained from the Montana Highway Department for access on both sides of Wisconsin Avenue.
5. That all parking lot design standards as provided for in Section 17.5217.69 of the Whitefish Jurisdiction Zoning Regulations shall apply. In particular this includes the following:
 - a. All travel ways within a parking lot intended for two way traffic shall have a minimum width of 24 feet.
 - b. A 12 foot by 35 foot off-street loading space shall be provided adjacent to the hotel and outside of any driving lane.
 - c. A single car-boat trailer parking stall shall be provided adjacent to the boat ramp to allow a waiting area for use of the boat ramp.
 - d. The 25 foot front yard green belt requirement along Wisconsin Avenue shall be reduced to a minimum of ten (10) feet. In this area, only access roads are permitted and no parking shall be allowed. This ten (10) foot area shall be heavily landscaped so as to create a minimum three foot high visual relief screen in the form of landscaped berm, hedge, planter, etc. with the intent of obscuring the parking lot beyond.
6. That off-street parking should be provided according to the following standards: two (2) spaces for each condominium unit, one space for each hotel unit, one space for each two (2) employees of the maximum shift of hotel only staff, and 1/3 of the off-street parking standards for the restaurant, lounge, convention center, and retail space and one space for every three boat slips offered to the general public for rent or lease.
7. That, to address the shortfall between the currently provided 202 spaces and the estimated 256 spaces needed, a second parking lot shall be provided on the east side of Wisconsin based on the following design standards:
 - a. Compliance with all applicable sections of condition 5 above.
 - b. Said parking lot entrance shall align with the southern hotel entrance.

- c. A painted-signed crosswalk shall be placed across Wisconsin for pedestrian safety.
 - d. Street lights shall light this intersection for pedestrian safety.
 - e. No parking space shall be located further than 300 feet from either property it serves.
 - f. A parking lot design and drainage plan shall be submitted as part of the PUD process and approval by the City Manager prior to the submission of the Final Plat application.
8. That the request for a variance from Section 17.35.040(4) of the zoning code requesting a reduction in parking from two spaces to 1.5 spaces per condominium unit be denied due to the lack of overflow parking on the immediate site and the need to accommodate such items as guests, boat trailers, recreational vehicles, second vehicles, social gatherings, etc.
 9. That snow storage areas or a snow removal plan shall be provided for review and acceptance.
 10. That solid waste collection areas should be clearly delineated on the plat. Said areas should have a turnaround radius of 40 feet and should be compatible with the city's pickup system if the development chooses to utilize municipal pickup.
 11. That the 0.35 acre park site shall be maintained by the homeowners' association of the condominium development and shall be reserved specifically for recreational purposes.
 12. That floodplain panel 300026-0001B dated July 1979 showing the unnamed channelized stream at the south end of the property as being in the floodplain shall be revised by a letter of map revision or amendment prior to construction of the hotel.
 13. That prior to any fill, construction or development within the 100 year floodplain, (elevation 3,000 feet) the developer shall apply to the city and receive approval for a floodplain development permit.
 14. Prior to any construction, demolition, fill, exaction, or shoreline modification within the lakeshore protection zoned defined as the lake, lakeshore and all land within 20 feet of average high water, the developer shall apply to the city and receive approval of Lakeshore Construction Permit.
 15. That the boat ramp shall remain a private boat ramp for condominium owners, residents and hotel guests.
 16. That the marina shall be substantially located in the middle of the project to best utilize the deep water and reduce impacts with neighboring property owners.
 17. That the marina shall not exceed 85 boat slips.
 18. That the marina may be extended lakeward to a point where four (4) feet of water is reached generally by a majority of the slips.
 19. Gas may be sold off the marina, however the following shall apply:
 - a. A trained employee of the marina shall always dispense fuel.

- b. The bulk tank shall be located outside of the lakeshore protection zone.
 - c. Suitable backflow and check valves shall be installed in the line to the dispense point.
 - d. A minimum cache of emergency firefighting and suppression equipment should be immediately nearby to address any fire mishaps. Said supplies should be approved by the Whitefish Fire Department and the fuel dispenser should be knowledgeable of its use.
 - e. Absorbent materials shall be available and employees shall be trained and on staff who know how to use it in case of a fuel spill.
 - f. All fire code requirements shall be met.
20. That page three of the draft covenants is missing and should be provided.
 21. That the preliminary plat shall be revised to delete any reference to a boat house within the lakeshore protection zone and said plat shall be revised to show the latest marina plan which at this time appears on the largest enclosed plat hand labeled 'Site Plan' (Sheet 4).
 22. That article VIII of the covenants shall be amended to show the Whitefish City Council as a party to the covenants and any amendment to the covenants shall be subject to, at the discretion of the city council, approval by the council.
 23. That the preliminary plat shall be revised to reflect two separate lots, one for the hotel and one for the condominium structure. Said lots shall be numbered and the gross and net acreage of each lot shall be shown on the plat.
 24. That all utilities shall be underground.
 25. That all public utilities and drainage courses shall be placed in easements.
 26. That all easements should be shown and identified on the plat in accordance with the requirements of Section III.A.14 of the Whitefish Subdivision Regulations.
 27. That a drainage plan, prepared by a licensed engineer, shall be submitted to and approved by the State Department of Health and Environmental Sciences, the Flathead City-County Health Department and the City of Whitefish. As part of the plan, the developer shall provide settling ponds and on-site retention methods which will ensure that parking lot runoff is not channeled directly into Whitefish Lake.
 28. That all water and sewer infrastructure, road, and fire requirements should meet, at least, the minimum requirements of the State Department of Health and Environmental Sciences.
 29. That all required improvements shall be completed prior to final approval of the plat or the developer shall enter into a written Subdivision Improvement Agreement, with the City, guaranteeing the construction and installation of all improvements.
 30. That final approval of the subdivision shall be obtained before any units of the subdivision are rented, sold, or leased. The procedure for final plat should be as follows:

Four copies of the plat shall be submitted to the Flathead Regional Development Office. Said office shall review the plat to assure its conformance with the conditions

of approval of the preliminary plat. A staff report and three copies of the plat shall be forwarded to the City Council. If all conditions of preliminary plat approval are met, then the council shall certify all three plats. One signed copy shall be retained in City files, one signed copy sent to the Flathead Regional Development Office for their files and one signed copy shall be sent to the developer.

31. Phasing of this project is allowed, however, the specific improvements necessary to allow each phase to be completely freestanding and independent of other phases shall be installed.
32. Phase I would be 18 units, Phase II would be 18 units plus the 91 unit hotel, Phase III would complete the project on the west side of Wisconsin Avenue.
33. The boat slips be phased along with the facility. The first phase would be 18 boat slips, the second phase would be 50 boat slips, the third phase would be the remaining boat slips for a total of 85 slips.
34. The boat ramp would be included in Phase II and restricted for use by the owners/guests of the complex on the west side of Wisconsin Avenue.
35. The garbage is to be screened and placed in a location that is acceptable to the Council.

Finding 14. The proposed amendment is compliant with Ordinance 90-06 because all conditions approved by the City Council have been met or are being met.

RECOMMENDATION

Staff is more comfortable with the idea of extending the dock and providing 18 new public boat slips than we were prior to the Whitefish Lakeshore Protection Committee meeting. After hearing testimony about the environmental impacts of having the marina in such shallow water and seeing the water depth report. However, we are still unable to fully support the dock extension and variance to the constructed area, so we continue to support only 9 new public boat slips. If the Planning Board and City Council feel the entire proposal for 18 slips should be approved, staff recommends striking Finding #13 from the staff report.

It is recommended that the Whitefish City-County Planning Board adopt the findings of fact in staff report #WPUD-14-03 and recommend to the Whitefish City Council that the Amendment to Planned Unit Development of the Lodge at Whitefish Lake be **approved** subject to the original conditions of approval and the following new condition:

17. That the marina shall not exceed 94 boat slips, not including the slip utilized by the City of Whitefish Fire Department rescue boat (total 95).



Public Notice of Proposed Land Use Action

The City of Whitefish would like to inform you that The Lodge at Whitefish Lake and the Averill Family Trust is proposing an amendment to the existing PUD originally approved in May 1990. The property is currently developed with a lodge and marina, which were completed in 2005. The applicant is proposing to amend the PUD to allow for additional slips based on recently acquired lakefront property. The property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West. The requested Planned Unit Development amendment would include:

- An additional 18 marina slips for a total of 103 slips – 9 slips based on the recently acquired lakeshore frontage and an additional 9 slips for day use and seasonal rentals; and
- Extend the marina out an additional 20 feet into the lake to increase water depth for the slips.

You are welcome to provide comments on the project. Comments can be in written or email format. The City-County Planning Board will hold a public hearing for the proposed project request on:

**Thursday, April 17th, 2014
6:00 p.m.**

**Whitefish City Council Chambers, City Hall
402 E. Second Street, Whitefish MT 59937**

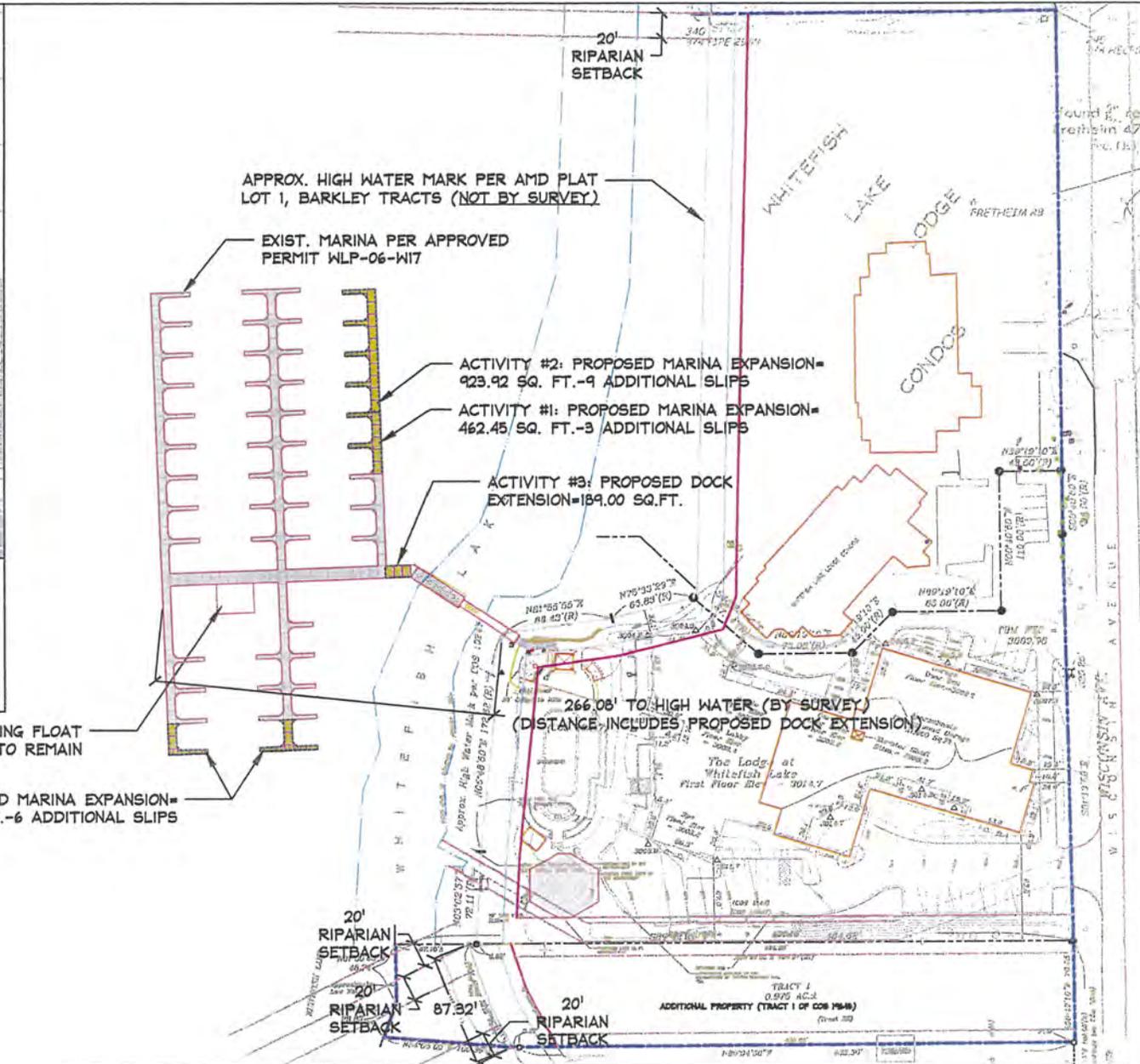
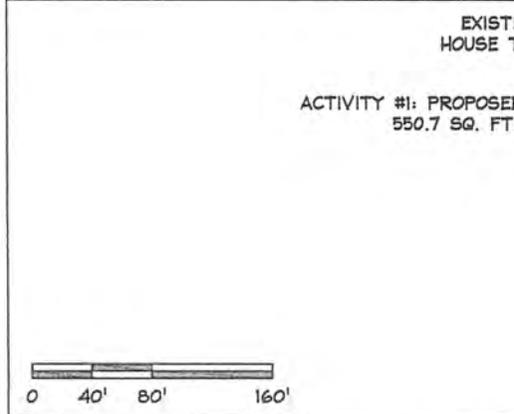
The City-County Planning Board will make a recommendation to the City Council, who will then hold a public hearing and take final action on Monday, May 5th, 2014 at 7:10 p.m., also in the Whitefish City Council Chambers.

On the back of this flyer is a site plan of the project. Additional information on this proposal can be obtained at the Whitefish Planning Department located at 510 Railway Street. The public is encouraged to comment on the above proposals and attend the hearings. Please send comments to the Whitefish Planning Department, PO Box 158, Whitefish, MT 59937, or by phone (406) 863-2410, fax (406) 863-2409 or email at bminnich@cityofwhitefish.org. Comments received by the close of business on Wednesday, April 9th, 2014, will be included in the packets to the Planning Board members. Comments received after the deadline will be summarized to the Planning Board members at the public hearing.

PLEASE SHARE THIS NOTICE WITH YOUR NEIGHBORS



NOTE:
THIS DRAWING WAS COMPILED BASED ON DATA FROM THE FOLLOWING SOURCES:
 • LODGE AT WHITEFISH LAKE CONDOS (ASO PLAT, LOT 1 BARKLEY TRACTS) - BASED ON AMENDED PLAT, LOT 1 BARKLEY TRACTS DATED 7/12/08. ANNUAL MEAN HIGH WATER ELEVATION SHOWN IS APPROX. AND IS BASED ON METERS & BOUNDS RECORDED ON THE PLAT. THERE IS NO CURRENT SURVEY FOR THIS TRACT.
 • LODGE AT WHITEFISH LAKE RESORT (TRACT 1 OF C.O.S. 10247) - BASED ON C.O.S. 10247 DATED 7/1/08. ANNUAL MEAN HIGH WATER ELEVATION WAS PROVIDED BY AN EXISTING SURVEY BY SANDS SURVEYING, INC. DATED 8/28/01. THERE IS NO CURRENT SURVEY FOR THIS TRACT.
 • ADDITIONAL PROPERTY (TRACT 1 OF C.O.S. 19648) - BASED ON C.O.S. 19648 DATED 12/2/13 AND RETRACEMENT SURVEY BY SANDS SURVEYING, INC. DATED 11/27/13.



BRUCE BODDY
SURVEY BY:
SANDS SURVEYING, INC.
TOM SANDS
2 VILLAGE LOOP
KALIBRELL, MT 59901
PH: (406) 788-4481

Revisions:

LODGE AT WHITEFISH LAKE
CONDOS (ASO PLAT, LOT 1 BARKLEY TRACTS)
ADDITIONAL PROPERTY (TRACT 1 OF C.O.S. 19648)
MARINA EXPANSION SITE PLAN

SCALE: 1"=50'

DATE: 08-08-14

JOB #: 14-04

PROPOSED MARINA EXPANSION SITE PLAN

SHEET 1 OF 2

Z:\2014 Projects\14-04 WLL Dock Expansion\14-04 WLL Dock Expansion.dwg Site Plan 11/17/2013 12:18:13 PM

PLANNING & BUILDING DEPARTMENT
PO Box 158
510 Railway Street
Whitefish, MT 59937
(406) 863-2410 Fax (406) 863-2409



Date: March 28, 2014
To: Advisory Agencies & Interested Parties
From: Whitefish Planning & Building Department

The regular meeting of the Whitefish City-County Planning Board will be held on Thursday, April 17, 2014 at 6:00 pm. During the meeting, the Board will hold public hearings on the items listed below. Upon receipt of the recommendation by the Planning Board, the Whitefish City Council will also hold subsequent public hearing on items 1-2 on Monday, May 5, 2014 and items 3-4 on Monday, May 19, 2014. City Council meetings start at 7:10 pm. Planning Board and City Council meetings are held in the Whitefish City Council Chambers, Whitefish, Montana.

1. The Lodge at Whitefish Lake and Averill Family Trust are proposing an amendment to the existing Planned Unit Development originally approved in May 1990. The property is currently developed with a lodge and marina, which were completed in 2005. The marina is currently limited to 85 slips per the original PUD. The applicant is proposing to amend the PUD to allow for additional slips based on recently acquired lakefront property. The applicant is request a total of 18 new slips, for a total of 103 slips. The property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West. (WPUD-14-03) Minnich
2. The Lodge at Whitefish Lake and Averill Family Trust are proposing a major lakeshore variance to expand an existing public marina originally approved with a Planned Unit Development in May 1990. The applicant is requesting the major variance to expand the number of slips for a total of 103 slips. The variance also requests to extend the existing gangway an additional 19 feet, and increase the amount of constructed area below the high water mark. The property is located at 1380 Wisconsin Avenue, and can be legally described as Tracts 2K, 2J also known as the Lodge at Whitefish Lake Condos, and the Amended Plat of Lot 1 Barkley Tracts also known as the Whitefish Lake Lodge Condos in Section 24 Township 31 North Range 22 West. (WLV-14-W10) Minnich
3. Community Infill Partners llc is proposing a 62-lot subdivision with a Planned Unit Development overlay called Second Street Residences. The property is currently developed with two single family homes and is zoned WR-1 (One-Family Residential District) and WA (Agricultural District). The property is located at 100 Wild Rose Lane and can be legally described as Tracts 1K, 1D

EXHIBIT

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and 1DA in Section 32 Township 31 North Range 22W. (WPP 14-03/WPUD 14-02) Compton-Ring

4. Community Infill Partners llc is proposing a zone change in order to facilitate the Second Street Residences subdivision. The applicant is proposing to rezone the WA portion of the property (Tracts 1D and 1DA) to WER (Estate Residential District). (WZC 14-01) Compton-Ring

Documents pertaining to this agenda item is available for review at the Whitefish Planning & Building Department, 510 Railway Street during regular business hours. Inquiries are welcomed. Interested parties are invited to attend the hearing and make known their views and concerns. Comments in writing may be forwarded to the Whitefish Planning & Building Department at the above address prior to the hearing or via email: dtaylor@cityofwhitefish.org. For questions or further information regarding this proposal, phone 406-863-2410.

ATTACHMENT A
CONDITIONS OF APPROVAL
WHITEFISH LAKE LODGE
WHITEFISH CITY COUNCIL
MAY 7, 1990

It is recommended that the request for preliminary plat and planned unit development approval be granted provided that all the following conditions attached are complied with prior to final plat approval.

1. That all requirements regarding construction and installation of structures west of the high water mark as per the attached Montana State Supreme Court action (Exhibit " ") shall be met.
2. That an additional ten (10) feet maybe added along the east side of Wisconsin Avenue and should be reserved for road right-of-way. This should be coordinated with the City Manager.
3. That Wisconsin Avenue shall be redesigned to meet the following minimum standards along the entire west side and along that portion of the east side which is developed as part of this project.
 - a. Wisconsin Avenue should be paved to a 40 foot width and contain two 12 foot travel lanes and two eight foot parking lanes.
 - b. At the entrance/exists of this project, the parking lanes should be signed no parking and should be stripped and should function as deceleration lanes for entering traffic making a right turn.
 - c. Curb and gutter shall be installed.
 - d. Behind the curb and gutter a five foot minimum landscape strip which then adjoins a five foot wide concrete sidewalk shall be installed.
4. That an access permit be obtained from the Montana Highway Department for access on both sides of Wisconsin Avenue.
5. That all parking lot design standards as provide for in Sections 17.5217.69 of the Whitefish Jurisdiction Zoning Regulations shall apply. In particular this includes the following:
 - a. All travel ways within a parking lot intended for two way traffic shall have a minimum width of 24 feet.
 - b. A 12 foot by 35 foot off-street loading space shall be provided adjacent to the hotel and outside of any driving lane.
 - c. A single car-boat trailer parking stall shall be provided adjacent to the boat ramp to allow a waiting area for use of the boat ramp.
 - d. The 25 foot front yard green belt requirement along Wisconsin Avenue shall be reduced to a minimum of then (10) feet. In this area, only access roads are permitted and no parking shall be allowed. This ten

EXHIBIT

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(10) foot area shall be heavily landscaped so as to create a minimum three foot high visual relief screen in the form of landscaped berm, hedge, planter, etc. with the intent of obscuring the parking lot beyond.

6. That off-street parking should be provided according to the following standards: two (2) spaces for each condominium unit, one space for each hotel unit, one space for each two (2) employees of the maximum shift of hotel only staff, and 1/3 of the off-street parking standards for the restaurant, lounge, convention center, and retail space and one space for every three boat slips offered to the general public for rent or lease.
7. That, to address the shortfall between the currently provided 202 spaces and the estimated 256 spaces needed, a second parking lot shall be provided on the east side of Wisconsin based on the following design standards:
 - a. Compliance with all applicable sections of condition 5 above.
 - b. Said parking lot entrance shall align with the southern hotel entrance.
 - c. A painted-signed crosswalk shall be placed across Wisconsin for pedestrian safety.
 - d. Street lights shall light this intersection for pedestrian safety.
 - e. No parking space shall be located further than 300 feet from either property it serves.
 - f. A parking lot design and drainage plan shall be submitted as part of the PUD process and approval by the City Manager prior to the submission of the Final Plat application.
8. That the request for a variance from Section 17.35.040(4) of the zoning code requesting a reduction in parking from two spaces to 1.5 spaces per condominium unit be denied due to the lack of overflow parking on the immediate site and the need to accommodate such items as guests, boat trailers, recreational vehicles, second vehicles, social gatherings, etc.
9. That snow storage areas or a snow removal plan shall be provided for review and acceptance.
10. That solid waste collection areas should be clearly delineated on the plat. Said areas should have a turn around radius of 40 feet and should be compatible with the city's pickup system if the development chooses to utilize municipal pickup.
11. That the .35 acre park site shall be maintained by the homeowners' association of the condominium development and shall be reserved specifically for recreational purposes.

12. That floodplain panel 300026-0001 B dated July, 1979 showing the unnamed channelized stream at the south end of the property as being in the floodplain shall be revised by a letter of map revision or amendment prior to construction of the hotel.
13. That prior to any fill, construction or development within the 100 year floodplain, (elevation 3,000 feet) the developer shall apply to the city and receive approval for a floodplain development permit.
14. Prior to any construction, demolition, fill, excavation, or shoreline modification within the lakeshore protection zone defined as the lake, lakeshore and all land within 20 feet of average high water, the developer shall apply to the city and receive approval of a Lakeshore Construction Permit.
15. That the boat ramp shall remain a private boat ramp for condominium owners, residents and hotel guests.
16. That the marina shall be substantially located in the middle of the project to best utilize the deep water and reduce impacts with neighboring property owners.
17. That the marina shall not exceed 85 boat slips.
18. That the marina may be extended lakeward to a point where four (4) feet of water is reached generally by a majority of the slips.
19. Gas may be sold off the marina, however, the following shall apply:
 - a. A trained employee of the marina shall always dispense fuel.
 - b. The bulk tank shall be located outside of the lakeshore protection zone.
 - c. Suitable backflow and check valves shall be installed in the line to the dispense point.
 - d. A minimum cache of emergency fire fighting and suppression equipment should be immediately nearby to address any fire mishaps. Said supplies should be approved by the Whitefish Fire Department and the fuel dispenser should be knowledgeable of its use.
 - e. Absorbent materials shall be available and employees shall be trained and on staff who know how to use it in case of a fuel spill.
 - f. All fire code requirements shall be met.
20. That page three of the draft covenants is missing and should be provided.
21. That the preliminary plat shall be revised to delete any reference to a boat house within the lakeshore protection zone and said plat shall be revised to show the latest marina plan which at this time appears on the largest enclosed plat hand labeled "Site Plan" (Sheet 4).

22. That article VIII of the covenants shall be amended to show the Whitefish City Council as a party to the covenants and any amendment to the covenants shall be subject to, at the discretion of the city council, approval by the council.
23. That the preliminary plat shall be revised to reflect two separate lots, one for the hotel and one for the condominium structure. Said lots shall be numbered and the gross and net acreage of each lot shall be shown on the plat.
24. That all utilities shall be underground.
25. That all public utilities and drainage courses shall be places in easements.
26. That all easements should be shown and identified on the plat in accordance with the requirements of Section III.A.14 of the Whitefish Subdivision Regulations.
27. That a drainage plan, prepared by a licensed engineer, shall be submitted to and approved by the State Department of Health and Environmental Sciences, the Flathead City-County Health Department and the City of Whitefish. As part of the plan, the developer shall provide settling ponds and on-site retention methods which will ensure that parking lot runoff is not channeled directly into whitefish Lake.
28. That all water and sewer infrastructure, road, and fire requirements should meet, at least, the minimum requirements of the State Department of Health and Environmental Sciences.
29. That all required improvements shall be completed prior to final approval of the plat or the developer shall enter into a written Subdivision Improvements Agreement, with the City, guaranteeing the construction and installation of all improvements.
30. That final approval of the subdivision shall be obtained before any units of the subdivision are rented, sold or leased. The procedure for final plat should be as follows:

Four copies of the plat shall be submitted to the Flathead Regional Development Office. Said office shall review the plat to assure its conformance with the conditions of approval of the preliminary plat. A staff report and three copies of the plat shall be forwarded to the City Council. If all conditions of preliminary plat approval are met, then the council shall certify all three plats. One signed copy shall be retained in City files, one signed copy sent to the Flathead Regional Development Office for their files and one signed copy shall be sent to the developer.
31. Phasing of this project is allowed, however, the specific improvements necessary to allow each phase to be completely freestanding and independent of other phases shall be installed.

32. Phase I would be 18 units, Phase II would be 18 units plus the 91 unit hotel, Phase III would complete the project on the west side of Wisconsin Avenue.
33. The boat slips be phased along with the facility. The first phase would be 18 boat slips, the second phase would be 50 boat slips, the third phase would be the remaining boat slips for a total of 85 slips.
34. The boat ramp would be included in Phase II and restricted for use by the owners/guests of the complex on the west side of Wisconsin Avenue.
35. The garbage is to be screened and placed in a location that is acceptable to the Council.



Whitefish County Water & Sewer District

PO Box 1755 - Whitefish, MT 59937 - (406) 863-4820 - Fax: (406) 863-4809

April 24, 2014

Whitefish City-County Planning Board
PO Box 158
Whitefish, MT 59937

RE: The Lodge at Whitefish Lake Marina
Proposed Variance and PUD Amendment

Dear Planning Board Members:

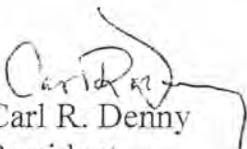
The Whitefish County Water & Sewer District is a government established and funded organization, which concerns itself with Whitefish Lake and Whitefish Watershed water quality issues.

We have noted with interest, the proposed enlargement of the marina facilities at The Lodge at Whitefish Lake. Such facilities, if not carefully done, have a strong potential to adversely affect our community's water quality.

We, therefore, urge the Whitefish City-County Planning Board to scrupulously hold The Lodge at Whitefish Lake to the regulations set forth by the Whitefish Lakeshore Preservation Act for its present and any future facilities.

The Board appreciates the opportunity to review and comment on any such requests that may have an impact upon water quality in the District.

Yours truly,


Carl R. Denny
President

EXHIBIT

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04-28-14 11:38 RCVD

David Taylor

From: Edwin Fields [edwin@fieldsconstruction.us]
Sent: Thursday, April 17, 2014 12:26 PM
To: dtaylor@cityofwhitefish.org
Subject: Lodge at Whitefish Lake

To the Planning Board, back in the mid 1980's I was a Planning Board member and was appointed from the Board as the Board representative to the Lakeshore Protection Committee. I became President of that committee for I believe three years. During that time we reviewed the original Lakeshore regulations and were the ones who developed the formulas that defined what and how much could be done on the lakeshore and within the lake. The reason that limits to development came into being arose from multiple owners purchasing a single property on the lake ,then wanting multiple docks on that jointly owned property (pyramid buying). The committee foresaw that this type of situation left unchecked could completely choke the lake with docks. The same went for other types of construction. I believe that to bend the rules for The Lodge at Whitefish Lake may not seem at first glance to effect much I will caution you against doing so. Many people wish they had docks on the lake and once an exception is made for one , I guarantee you others will follow. In my humble opinion there are already too many boats on Whitefish Lake in the summer season and many of them are way too big. Please limit the request to the 9 docks that the Lodge would be allowed under the regulations. Sincerely, Edwin Fields, 511 Lakewood Ct., 862-9623.

David Taylor

From: Bill Hirst [bhirst@hirst-appraisal.com]
Sent: Thursday, April 17, 2014 10:34 AM
To: dtaylor@cityofwhitefish.org
Subject: Marina expansion

The Lodge at WF Lake / Marina Expansion / Bad Idea

This will not increase public access / This will create financial gain for The Lodge
Without the purchase of a leased slip I have always been directed to a couple shallow slips in the rear full of lily pads
(basically no dock access)

This issue was contentious and litigated in 2005 – nothing has changed.

Thank you for your consideration,

William Hirst

David Taylor

From: Patti Scruggs [lazyotter@centurytel.net]
Sent: Thursday, April 17, 2014 9:32 AM
To: dtaylor@cityofwhitefish.org
Subject: Marina expansion

To: City-County Planning Board

I am opposed to the Lodge expanding its marina and boat slips unless ALL the slips are for public use and not placed in the seasonal lottery. I have taken my boat to the Lodge for lunch many times and attempted to put my boat in a public use slip. They showed me ONLY 3 slips that were available...one had a kayak in it and the other two were way in back with only a few feet of water. I asked about all the so-called PUBLIC use day slips and was told they were in a lottery and rented for the season. Adding more slips would only allow the wealthier folks to lease them. It would not increase the slips available to the general public. When the marina was originally developed, I assumed many of the slips were available for day use by the general public, not sold to the highest bidder.

I also think the few public day use slips now available should be closest to the lake, not way in back where the water is too shallow.

Thank you.
Patti Scruggs

Sent from my iPad

David Taylor

From: william schlott [wschlott@mac.com]
Sent: Thursday, April 17, 2014 8:54 AM
To: dtaylor@cityofwhitefish.org
Cc: william schlott
Subject: Monk's Bay Homeowner's Opposition to Whitefish Lake Lodge Marina Expansion Project

Mr. Taylor,

As a 22-year resident of Parkway Drive on Monk's Bay / Whitefish Lake, I wish to express my opposition to Whitefish Lake Lodge's proposed expansion to its marina.

Since the lodge's construction in 2005, its presence has had a detrimental effect on the quality of life in our cove. Additional boat slips and the extension of dock space into the lake would only exacerbate the noise pollution and over-concentration of boat and jet ski traffic in that area.

It would appear that private homeowners and businesses in Whitefish are subjected to a different regulatory standard. While we were fined one summer for installing a water trampoline in front of our dock for our grandchildren to use during their 2-week visit, Whitefish Lake Lodge's owners wish to alter pre-existing regulations to suit their own wishes.

While it is true that Whitefish Lake is not overcrowded, Monk's Bay is. Kindly consider denying Whitefish Lake Lodge's request for 18 additional slips and the major variance for lakeshore construction.

Best regards,
Pam and Bill Schlott
420 Parkway Drive
Monk's Bay / Whitefish Lake

April 10, 2014

Bailey Minnich, Planner II
City of Whitefish
510 Railway St.
P O Box 158
Whitefish, Montana 59937

Re: Request from the Lodge at Whitefish Lake

Having grown up on Monks Bay, living there from 1939 to 1974, and still keep my boat there on family property, I've watched the impact the boats moored at the Lodge have had on the water quality and generated safety concerns.

For the most part the water was clear with the exception of severe wind storms. Now it is very rarely that way due to excess boat traffic, caused primarily by the larger and bladder type boats moored there.

I therefore object to any further expansion of dock length or number of slips permitted.



	Mr. Charles Abell 5 Woodland Pl Whitefish, MT 59937
---	---

862-7383

April 14, 2014

Dave Taylor, Planner: Whitefish City-County Planning Board: Whitefish City Council
City of Whitefish
510 Railway St.
P O Box 158
Whitefish, Montana 59937

As one of the persons, along with Gene Hedman, Frank Morrison, Jerry Hanson and others, and with the help of Bob Brown, we were able to get Lakeshore Protection legislation passed by the Montana Legislature in 1975. I have become very concerned about the permissiveness that has found its way into local administration of this state law.

This legislation was presented and passed to maintain unique quality and ambience of Montana public waters and our shorelines. Local examples shown to the legislature were dredging in Lazy Bay, Viking Lodge filling in of Monks Bay, and the wooden bulwark at Glenwood.

The maintenance of a natural and quality shoreline has added immeasurably to the economic values of shoreline owners as well as to the attractiveness presented to our visitors.

The standards that were set in the formative years of our local committee were intended to meet the purpose of the progressive legislation. Many of the committees made of both county and city residents were selected for their interest of quality shorelines, and were from various locations around our lake. They took pride in the results and often mentioned how much better it looks here relative to many other NW Montana lakes.

Rules and regulations were set by our local committee as intended by the legislature because they know the lake and could recommend what was appropriate. Example: while dock length and surface coverage was set by shore ownership but where maximum length was not needed, due to bottom steepness, appropriate length was permitted. Not just because!

After having attended the County Planning Dept. Lakeshore meeting earlier this year, I wonder if we should be using their department's inspector. We all pay county taxes.

You must be thinking about what our lakes and shorelines will be like 100 years from now. Don't let short-term, current personal wishes, destroy the enjoyment of those who follow us.



Mr. Charles R. Abell
5 Woodland Pl
Whitefish, MT 59937

Bailey Minnich

From: Wendy Compton-Ring <wcompton-ring@cityofwhitefish.org>
Sent: Thursday, April 10, 2014 2:39 PM
To: Bailey Minnich
Subject: FW: Agenda and Reports

From: Chuck Stearns [mailto:cstearns@cityofwhitefish.org]
Sent: Thursday, April 10, 2014 2:33 PM
To: 'Wendy Compton-Ring'; 'David Taylor'
Subject: FW: Agenda and Reports

From: kenneth wessels [mailto:kjwessels@mac.com]
Sent: Thursday, April 10, 2014 1:58 PM
To: Chuck Stearns
Subject: Re: Agenda and Reports

As a resident of Whitefish I would like to register my opposition to any expansion of the current marina at Whitefish Lodge.

Thank you

Kenneth Wessels

iPhone-excuse typos

On Apr 10, 2014, at 10:31 AM, Chuck Stearns <cstearns@cityofwhitefish.org> wrote:

Whitefish Folks:

The agenda for next week's meetings are attached to this email. The meetings are:

Resort Tax Monitoring Committee – Wednesday at 7:05 a.m.
Whitefish City-County Planning Board – Thursday at 6:00 p.m.

Chuck Stearns
City Manager
City of Whitefish
P.O. Box 158
418 E. 2nd Street
Whitefish, MT 59937-0158
406-863-2406
Fax 406-863-2419

Bailey Minnich

From: Jim Stack <jsls@centurytel.net>
Sent: Wednesday, April 09, 2014 5:19 PM
To: 'Bailey Minnich'; 'Dave Taylor'; 'Greg Gunderson'; 'Herbert Peschel'; 'Jeff Jensen'; 'Joe Malletta'; 'Koel Abell'; 'Lisa Stack'; 'Ron Hauf'; 'Scott Ringer'; 'Sharon Morrison'
Subject: WFLL Marina permit

To: WLPC members
From: Jim Stack, former WLPC chairman

Unfortunately, I will not be able to make tonight's meeting, but wanted to relay a some important facts and historical insights into the WFLL marina permit.

- First, I want to encourage the WLPC members to recognize that a permit this important does not have to be approved in just one meeting. Regardless of the number of slips or marina size requested, this permit affects many people – not just those who want boat slip access on Whitefish Lake, but also the permanent and part-time residents of Monk's Bay (as well as the rest of the lake). The first public hearings at the City-County Planning Board and City Council have yet to occur.
- Second, it's important to read and understand the documents later in Bailey's report – Resolution No. 05-30, plus the agreement that the Averill's were required to sign prior to approval of the last permit in 2005 expanding the marina to its full 85-slip capacity.
 - This resolution and agreement was the result of a contentious process and "full disclosure" request that the WLPC made at the time and the City pursued through the City Attorney's office. That subsequent disclosure revealed that many of the original public marina slips had been converted to private marina status through long-term, renewal leases. There were also slips designated specifically for a private homeowners' association (Iron Horse), plus a new agreement to supply 15 additional slips to Iron Horse from the newly proposed slips being added. The City resolution required terminating that most recent agreement, and setting an expiration date on the remaining Iron Horse slips.
- However, with that historical background, I also want to add:
 - I was extensively involved in that contentious and lengthy process (on the WLPC's behalf) in 2005 it appears that Whitefish Lake Lodge is actively complying with the conditions of that resolution and agreement. This would have to be confirmed by supplying the expiry dates of the leases shown in the marina schematic, and comparing those with the lease data submitted in 2005. I would strongly encourage the committee to do that.
 - It also should be said that both the Whitefish Lake Lodge and the Marina have become valuable assets to the community and to the residents and users of Whitefish Lake. It seems that almost every lakeshore owner or lake user has boated up to, and enjoyed lunch and/or dinner at the lodge.
- Here are a few considerations that I personally feel the Committee should discuss or consider in approving any permit for expansion of the Whitefish Lake Lodge Marina:
 - Compliance
 - Verification that the current marina slip leases, Iron Horse slip leases, and category usage are complying with the 2005 lakeshore permit.
 - Inclusion (or modification) of the July 5 2005 Conditions of Approval for any new slips proposed and approved.
 - Validation that the City's Resolution No. 05-30 remains in effect for all past and future slips approved for the marina.
 - Benefit versus Impact
 - While many boat owners desire a boat slip at the WFLL marina, the expansion of the marina also impacts all resident owners in Monks Bay, and potentially on Whitefish Lake as boat traffic

increases. Unfortunately, there's no black-vs.-white solution for the Committee, but this is an important topic of discussion

- Expansion of Public Access
 - Could slips be leased monthly (by lottery) instead of seasonally in order to increase public access?
 - Could more slips from other categories be converted to public lottery use?
 - Could certain requirements improve "true" public access? For example...
 - Are boat owners asking all their friends and relatives to apply for the lottery, and unfairly gaming the odds of winning in their favor?
 - Are lottery winners quietly "sub-leasing" their slip to others, potentially for a profit?
 - A simple requirement that the registration of a boat in a slip match the name of the lottery winner would solve both of the above issues.
 - Are slip rental fees being increased to the point at which "public access" effectively equates to access only by wealthy 2nd home owner or Iron Horse members? The Resolution/Agreement do give the City control over this, although the WLPC decided it wasn't necessary in 2005.

I hope the above insight and suggestions help the Committee's review. While I am a supporter of the Whitefish Lake Lodge and of the Marina, I also believe the Committee has an important responsibility in reviewing as many of the above considerations before recommending approval of a permit or major variance.

Sincerely,
Jim Stack

Bailey Minnich

From: montboot@aol.com
Sent: Wednesday, April 09, 2014 5:01 PM
To: bminnich@cityofwhitefish.org
Subject: comment on Averill marina project

Just say **NO** to the Lodge at Whitefish Lake and the Averill Family Trust and their proposed marina expansion.

They have wreaked quite enough damage and chaos to Monk's Bay, Whitefish Lake, the Wisconsin Ave. Wetlands and all the property surrounding theirs.

Thank you for your attention,
Margaret Murdock
Sharlot Battin
185 Reservoir Rd.
Whitefish

Bailey Minnich

From: Bruce Tate <bruce367@bresnan.net>
Sent: Monday, April 07, 2014 5:39 PM
To: Bailey Minnich CFM
Subject: Comments on Variances requested at The Lodge at Whitefish Lake

Bailey,
Thank you for your time today in answering my questions on the variance sought by The Lodge at Whitefish Lake, which will be under consideration by the Planning Board on 4/17, and by the Whitefish City Council on 5/5/2014.

Would you please relay these thoughts to both the Planning Board and the City Council ?

I do not object to the addition of only 9 slips -Activity 1, based on the accepted ratio of one slip for every 10 feet of lake shore for commercial property... on the recent acquisition of the additional 87 feet of shore line by the Lodge, from the Hurleys.

However, I do object to the Variance proposal of -Activity 2, an additional 9 slips (bringing the total to 103). This will be excessive development in a neighborhood already crowded with the existing marina, and will account for much of the 1,097 Square feet in excess of what current regulations allow.

I also object to Variance proposal of the 20 foot extension of the dock- Activity 3. The maximum allowed dock length is 100 feet. The current dock length from shore is 266 feet, and this additional length presents an unacceptable total length from shore approaching nearly 300 feet.
The marina would become an even more dominant navigation and safety hazard for watercraft in this relatively small Monks Bay area.

I would suggest that the current slips closest to shore be used only by boats with Inboard/outboard lower units, (or outboards with powerlift) which can navigate the shallower waters. This would nullify the need for a 20' dock extension:

Please consider the above recommendations to help retain some of the pristine nature we treasure on Whitefish Lake.

Thank you,

Bruce Tate
1800 West Lakeshore Dr.
Whitefish, MT 59937
PH 406 862-4888

440 Parkway Drive
Whitefish, MT 59937
April 8, 2014

Whitefish Lake Shore Protection Committee
Planning Office
Whitefish, MT
Dear Members,

Please accept my thanks for your hard work to protect our fantastic lake. My family has lived on Whitefish Lake since 1957.

Monks Bay is a special place with silt problems. The new bladder boats have exacerbated the extreme mud situation. It is immensely shallow. I understand Mr. Averill asked for 18 more slips to his already large dock system. He told me a few years back that he would like to be a good neighbor. Maybe he would consider only putting a single dock out in front of the shore he bought.

Perhaps the committee could ask Mr. Averill to promote NOT stirring the mud in this bay by whatever means necessary.

Certainly we need another public marina on the lake.
I would like to register my protestation of these new slips.

No matter the number of letters in support; I ask the committee to consider the health of the lake (extra boats mean additional oil, gasoline and noise), and the people who live on Monks Bay when making this important decision

Sincerely,

Judy K. Pettinato
406-862-5309

April 6, 2014

Planning and Building Department
Box 158

Whitefish, Mt. 59937

I am dismayed about the Arcille family's proposal for more boat slips and a marina extension into Whitefish Lake.

Such a plan would increase water, air and noise pollution in our bay that is already scraped out in these areas.

Endangered species include ducks, hawks and people trying to read on an outside deck.

Please consider the damage this plan would do to benefit the few at the expense of many.

Jean Jones
255 Dunwood Ave.
Whitefish, Mt. 59937

Missoula:
340 Fairview Ave
Missoula, Mt.
59801

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Monday, March 31, 2014 9:03 AM
To: 'Bailey Minnich'
Subject: FW: Request for Boat Slips at WF Lake Lodge

From: Tyler Kuelbs [mailto:tskuelbs@aol.com]
Sent: Wednesday, March 19, 2014 9:38 AM
To: dtaylor@cityofwhitefish.org
Subject: Request for Boat Slips at WF Lake Lodge

Dear Dave,

We recently received an email from Traci Rossi informing us of the Lodge's request for more boat slips. After much consideration, my husband and I think this a very bad idea. We have been property owners on the lake since 1995 and have witnessed much change. Although we are all for economic growth in Whitefish, the lake has almost become over crowded. The only benefit I can see from adding more boat slips is the financial gain for the Lodge. Thank you for your time and consideration.

Sincerely,

John and Tyler Kuelbs

Bailey Minnich

From: Bob Howard <bobhoward9@me.com>
Sent: Friday, March 21, 2014 10:27 AM
To: bminnich@cityofwhitefish.org
Subject: Fwd: Whitefish Lake Lodge Marina Expansion

Sent from my iPhone

Begin forwarded message:

From: Bob Howard <bobhoward9@me.com>
Date: March 20, 2014 at 11:47:16 AM PDT
To: dtaylor@cityofwhitefish.org
Subject: Whitefish Lake Lodge Marina Expansion

Dave,

We have lived in Whitefish since 2006 and own a boat which we enjoy using on Whitefish Lake. We have been in the lottery system each year and have been fortunate enough to get a slip most of those years although it looks like we may not make it this year. There are a number of us who own boats but are not fortune enough to own lake property and have a boat slip, consequently, we have to enter into the lottery for the available seasonable public boat slips of which there are only 18 to my knowledge which is a paltry number compared to the number of boat owners entered in the lottery.

Whitefish Lake is not a crowded lake for boating. There is ample room for many more boats than currently use the lake so more boat slips is not an issue of overcrowding the lake. When you consider that approximately one third of the shore line is not inhabited because the railroad owns it and lake property owners are the primary users of the lake, current public access through the use of the 18 public boat slips allows for very limited use of beautiful Whitefish Lake by the public. One of the most important factors that drew us to Whitefish was the lake and we didn't fully appreciate how difficult it is for the general public to have seasonal use of a boat slip.

We feel there is a great need to increase the number of seasonal boat slips for public use. We are strongly in favor of the lakeshore variance which is proposed by the Whitefish Lake Lodge to add more public boat slips.

Thank you,

Bob & Susan Howard
170 Elk Highlands Drive
Whitefish, MT 59937

Bailey Minnich

From: Monteen <monteen@lodgeatwhitefishlake.com>
Sent: Wednesday, March 19, 2014 9:39 AM
To: bminnich@cityofwhitefish.org
Subject: Whitefish Lake Marina Expansion Letter
Attachments: Neuman Letter.pdf

Good Morning Bailey,

Attached is a letter from Don & Valery Neuman regarding the expansion of the Whitefish Lake Lodge Marina.

I hope you have a wonderful rest of your week!

Best,

Monteen Skoczek

Revenue Manager

The Lodge at Whitefish Lake
1380 Wisconsin Avenue
Whitefish, MT 59937
p: 406-863-4047, f: 406-863-2750
tf: 877-887-4026 ext. 4047
www.lodgeatwhitefishlake.com



"MONTANA'S ONLY 4-DIAMOND RESORT"
and home of season 17, episode 5 of ABC's *The Bachelor*



Don & Valery Neuman
350 Sugarbowl Circle
Whitefish, MT 59937

March 18, 2014

David Taylor
City of Whitefish
Planning & Building Department
P.O. Box 158
Whitefish, MT 59937

Re: Whitefish Lake Lodge Marina expansion proposal

Dear Mr. Taylor:

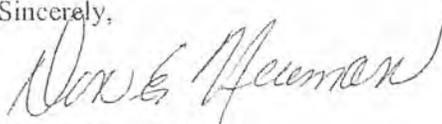
We are writing in support of the proposed expansion of the Whitefish Lake Lodge Marina. As you probably know, there is a serious shortage of boat slips available on Whitefish Lake. The price of lakefront property is so high that almost no one can afford it, so the only real option for the general public is to hope to be able to get a slip at the Lodge through the lottery process. However, the demand for the slips far outweighs the supply, and many people who wanted slips are unable to get them. This forces more people to use the boat ramp at City Beach, which creates more traffic and crowds at that location.

In addition, the City Beach and State Park boat ramp usage causes pollution to enter Whitefish Lake, as vehicles have to back all the way into the water to get boats in and out every day. Much oil and grease washes off those vehicles into the water, which is not good for the water quality.

It makes sense to expand the docks at the Lodge to allow for greater public use of the lake. The bay where the Lodge is located is rather shallow, and is therefore a good place for a large marina since those waters are not used for much else. Also, it is a great option that boat rentals are available for the public at the Lodge.

I hope they City will allow the Lodge marina to be expanded, as this will greatly benefit the general public and will also be beneficial to the water quality of the lake.

Sincerely,



Don & Valery Neuman

03-19-14 A08:45 IN

Bailey Minnich

From: Rick Blake <rick@BigSkyInc.com>
Sent: Tuesday, March 18, 2014 2:36 PM
To: bminnich@cityofwhitefish.org
Subject: FW: boat slips

I support more slips. See original below.

Rick
406 863 2201

-----Original Message-----

From: dtaylor@cityofwhitefish.org [mailto:dtaylor@cityofwhitefish.org]
Sent: Tuesday, 18 March, 2014 2:17 PM
To: Rick Blake
Subject: Re: boat slips

I will be out of the office from Tuesday March 18 until Monday March 31. Senior Planner Wendy Compton-Ring (wcompton-ring@cityofwhitefish.org) will be available to answer any immediate inquiries you may have. If you are sending comments on boat slips please send them to our Lakeshore planner, Bailey Minnich, at bminnich@cityofwhitefish.org.
Dave

----- Original Message -----

> I support additional public boat slips at The Marina at Whitefish Lake.
>
> Rick
> 406 863 2201
>
>
>

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Monday, March 17, 2014 3:39 PM
To: 'Bailey Minnich'
Subject: FW: Additional Boat Slips at The Lodge

From: Chris Garcia [mailto:cgarcia@wilshirequinn.com]
Sent: Monday, March 17, 2014 3:38 PM
To: dtaylor@cityofwhitefish.org
Subject: Additional Boat Slips at The Lodge

Dear Mr. Taylor,

I am writing this email in support of adding additional boat slips at The Lodge on Whitefish Lake. As you already know, during the summer months, it can be extremely difficult to get a boat in and out of the lake. More slips at The Lodge will give boat owners like myself a better opportunity to save time and energy in the future.

Thank You,

Chris Garcia

Christopher Garcia
260 Mallard Loop
Whitefish, MT 59937

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Monday, March 17, 2014 9:28 AM
To: 'Bailey Minnich'
Subject: FW: Marina Expansion

From: allyson@twre.com [mailto:allyson@twre.com]
Sent: Monday, March 17, 2014 9:27 AM
To: dtaylor@cityofwhitefish.org
Subject: Marina Expansion

Hello Dave.....I am writing to you to give you my opinion of the need for more boat slips on Whitefish Lake.

I sell real estate in Whitefish. Many of my buyers are looking for homes that have lake access and a boat slip, because they realize that is the only way they will have a place to keep their boats on the lake for the summer. The possibility of having a boat slip exists only with very few properties and the price of those properties limits who will be able to purchase. Most boat owners have to put their boats in and out of the lake daily, which takes a lot of time and keeps them from enjoying the lake as often as they would if the access was easier.

In addition, when boats are on the lake and they want to dock for food or drink, there is no place to go. The Lodge has few slips for guests and many get turned away. If you have a problem and need to get off of the boat temporarily, there is no place to park. On busy days, there is a lot of traffic near City Beach as boaters wait for friends to arrive. This traffic makes using non motorized watercrafts difficult and potentially dangerous.

Many of our locals can't afford lakefront or lake access properties, but could afford to rent a boat slip and enjoy the luxury of being on the lake. Tourists would be able to get on and off their boats in a safe place and feed their families.

I believe that additional boat slips would be a great asset to our community and a perk for our tourism. I hope you will consider this option. Thank you.....

Thank you,
Allyson Sabo
Trails West Real Estate
492 Second St East
Whitefish, MT 59937
Office: (406)862-4900
Cell: (406)261-5112
E-Fax: 800-768-0870
Allyson@TWRE.com

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Friday, March 14, 2014 5:18 PM
To: 'Bailey Minnich'
Subject: FW: Support for additional boat slips

From: Ryan Swagar [mailto:ryan@venture51.com]
Sent: Friday, March 14, 2014 4:09 PM
To: dtaylor@cityofwhitefish.org
Subject: Support for additional boat slips

Dave -

Please confirm my support for the additional boat slips on Whitefish Lake.

The reality is that the majority of the boat slips sit with the boats docked up (and not on the lake). There is much more demand than the current setup at the Lodge.

Thanks,
Ryan

Ryan Swagar
Managing Partner
Venture51

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Friday, March 14, 2014 8:35 PM
To: 'Bailey Minnich'
Subject: FW: Boat slips

From: Rizzolo [mailto:rizzolo@montana.com]
Sent: Friday, March 14, 2014 5:35 PM
To: dtaylor@cityofwhitefish.org
Subject: Boat slips

The Marina at Whitefish Lake is currently requesting that the city of Whitefish increase the number of seasonal boat slips available to the public. If the city would allow these public boat slips, the community would benefit because more people could store their boats and have access to Whitefish Lake.

I would propose giving priority in the lottery for slips to Whitefish residents. Because of the high property values on the lake, very few residents of Whitefish have access to the lake like non-resident Whitefish lake home owners do. Additional boat slips at the marina and priority in the lottery will go a long way toward opening up lake access to residents.

Jennifer Rizzolo

Sent from my iPhone

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Sunday, March 16, 2014 1:56 AM
To: 'Bailey Minnich'
Subject: FW: More boat slips

-----Original Message-----

From: Andrew Holtvedt [mailto:aholtvedt@gmail.com]
Sent: Friday, March 14, 2014 8:33 PM
To: dtaylor@cityofwhitefish.org
Subject: More boat slips

Hi Dave, while I don't want to see a lot more boats on our beautiful lake, I also agonize every year about getting a boat slip. I am for more slips and hope that you give this serious consideration.

Kind regards,

Andy Holtvedt

Sent from my iPad=

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Sunday, March 16, 2014 1:57 AM
To: 'Bailey Minnich'
Subject: FW: Docks at WF Lake Lodge

-----Original Message-----

From: ATM [mailto:amoshier@gmail.com]
Sent: Saturday, March 15, 2014 3:13 PM
To: dtaylor@cityofwhitefish.org
Subject: Docks at WF Lake Lodge

Mr. Taylor.

I support increasing the number of slips at The Lodge. While I would leave the exact expansion amount up to the appropriate committee and the City, I could easily support an expansion of 20-30%

Thank you

Andrew Moshier
132 Woodland Star Circle
WF

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Friday, March 14, 2014 3:50 PM
To: 'Bailey Minnich'
Subject: FW: Application for Lodge marina expansion

From: Robert Schumacher [mailto:rob@schumacherinc.com]
Sent: Friday, March 14, 2014 3:46 PM
To: dtaylor@cityofwhitefish.org
Subject: Application for Lodge marina expansion

Dear Mr. Taylor;

I support the Lodge efforts to do the marina expansion in order to provide more boat slips and access to the lake by the public.

Please approve their application

Sincerely,

Rob & Chris Schumacher
Commodore –Whitefish Yacht Club
Whitefish Lake HomeOwner
Monks Bay
1856 Lacy Lane
Whitefish, MT 59937

415-710-5540 cell
rob@schumacherinc.com

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Friday, March 14, 2014 10:02 AM
To: 'Bailey Minnich'
Subject: FW: Whitefish Lake Lodge Boat Slip additions

-----Original Message-----

From: David Brandt [mailto:floodco@centurytel.net]
Sent: Friday, March 14, 2014 9:50 AM
To: dtaylor@cityofwhitefish.org
Subject: Whitefish Lake Lodge Boat Slip additions

Dear Mr Taylor,

I would like to express our support for the request for additional boat slips at the Whitefish Lake Lodge. We are residents of Whitefish year round and do not live on the lake. We apply for a boat slip each season but do not always get one. We feel that this is a significant part of our ability to enjoy the lake and Whitefish itself.

Sincerely
David & Tory Brandt

--

Flood-Co LLC | P.O. Box 4747, Whitefish, MT 59937 | 406.892.1717

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Thursday, March 13, 2014 8:36 AM
To: 'Bailey Minnich'
Subject: FW: Whitefish Lake - Dock

More comments

From: David LeCompte [mailto:david@shortstravel.com]
Sent: Thursday, March 13, 2014 8:28 AM
To: dtaylor@cityofwhitefish.org
Subject: Whitefish Lake - Dock

Mr. Taylor,

I've been a full time resident of Whitefish for five years now (and have tripled our employment in the area!! From 1 to 3... ;)
I'd like for the city to open up more boat public boat slips for rental/lease/purchase. Right now I am in the lottery for a slip at The Lodge, but have not always been selected – which creates an issue for me (as we live on Big Mountain, it isn't exactly fuel efficient to haul the boat up every time nor does my driveway accommodate it – due to the slope and size).

Thanks!

David LeCompte
187 Ridge Run Drive
Whitefish, MT 59937

CEO
Short's Travel Management
Mobile: 319-610-2171
Office: 319-433-0711
Assistant: 319-433-0712
Twitter: shorts_travel
Skype: dlecompte
david@shortstravel.com
www.shortstravel.com

Our Mission: To enhance the experience of getting there, being there, and coming home.

Have you seen FindIt yet? <https://www.youtube.com/watch?v=JvkagXnbz1U>

Download FindIt App for Chrome here: <https://chrome.google.com/webstore/detail/shorts-findit/ahaelfnkipignejmfmhelghcfbfpne>

Check out my daughters debut album - <http://metasmusic.com> or <https://itunes.apple.com/us/album/different/id688074022>

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Thursday, March 13, 2014 8:36 AM
To: 'Bailey Minnich'
Subject: FW: Lack of public boat slips on Whitefish Lake

Add this to the comments

From: Wes Harms [mailto:wcharms@kirkhaminsurance.com]
Sent: Thursday, March 13, 2014 6:50 AM
To: dtaylor@cityofwhitefish.org
Cc: heath@lodgeatwhitefishlake.com
Subject: Lack of public boat slips on Whitefish Lake

Hi Dave,

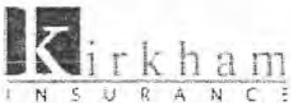
I am a seasonal residence owner in Whitefish, MT. Myself and my family spend a lot of time in the town of Whitefish summer and winter. Our home does not have lake access and in the past number of years I have been fortunate enough to get a boat slip rental at The Lodge on Whitefish Lake. However this year I was not successful in being drawn in the lotto pool. Which means I will have to dock my boat every day that I decide to use the lake.

It is my understanding that the owners of the Whitefish Lake Lodge have made application for an extended amount of boat slips at the only public marina on the lake. I would strongly support the approval of additional boat slips, perhaps another public facility with either boat slip annual rentals, boat slips available for purchase and or long term leases.

I firmly believe this also has a very positive economic benefit to our town and the valley.

Thanks for your consideration on this matter.

Wes Harms



205 - 11 St S.
Lethbridge, AB, T1J 4A6
Ph #(403) 328-1228
Fx #(403) 380-4051
TL #(800) 256-2155
Email - wcharms@kirkhaminsurance.com
Web - www.kirkhaminsurance.com

Disclaimer

Confidentiality Warning: This message and any attachments transmitted with it are confidential and intended

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Thursday, March 13, 2014 10:37 AM
To: 'Bailey Minnich'
Subject: FW: Boat slips on Whitefish Lake

From: Marc Scroggins [mailto:msscroggins@westbrookpartners.com]
Sent: Thursday, March 13, 2014 10:19 AM
To: dtaylor@cityofwhitefish.org
Subject: Boat slips on Whitefish Lake

Good morning Dave,

My name is Marc Scroggins. I was given your name and email address by the folks that manage the marina at the lodge.

I have a summer home in Whitefish and also own a boat. I participate in the lottery through the lodge to secure a boat slip for the summer. Last year I wasn't able to secure one and am told the odds continue to decrease as demand for slips is increasing.

The lodge would like to add additional slips in order to better accommodate this demand and have asked folks like me to send you a note showing our support for providing additional slips.

As I'm sure you can imagine, there is a tremendous difference in terms of being able to enjoy the lake if your boat is on the water versus dry stored.

If you would like to discuss I am available at your convenience. Thank you in advance for your consideration in this important issue.

Marc Scroggins
Managing Principal
Westbrook Partners
T: (817) 749-0047
M: (214) 236-8057
msscroggins@westbrookpartners.com

The information contained in this e-mail message is confidential and is intended only for the use of the individual or entity named above. If you are not the intended recipient, we would request you delete this communication without reading it or any attachment, not forward or otherwise distribute it, and kindly advise Westbrook Partners by return email to the sender or a telephone call to +1 (212) 849-8800. Thank you in advance.

Bailey Minnich

From: David Taylor <dtaylor@cityofwhitefish.org>
Sent: Thursday, March 13, 2014 10:37 AM
To: 'Bailey Minnich'
Subject: FW: Whitefish Lake Boat Slips Increase

From: Andrew Cole [mailto:azcole@hotmail.com]
Sent: Thursday, March 13, 2014 9:34 AM
To: dtaylor@cityofwhitefish.org
Subject: Whitefish Lake Boat Slips Increase

Dear Mr. Taylor,

We are writing to you to express our support for The Marina at Whitefish Lake's request that the city of Whitefish increase the number of seasonal boat slips available to the public. This would not only increase the number of locals who can more easily enjoy the lake but would also decrease much of the traffic and congestion around the city beach boat ramp. As a local who has enjoyed the use of the boat slips some years while missing out on the lottery other years I have experienced the best and the worst of trying to enjoy our boat on the lake. Please consider this increase to alleviate the stress that arises from the annual lottery and to give us locals who do not have a house on the lake the ability to easily enjoy this great resource.

We appreciate your time and consideration.

Sincerely,

Andrew & Ann Cole

Whitefish, MT

azcole@hotmail.com

Whitefish Planning & Building Dept.
PO Box 158
510 Railway Street
Whitefish, MT 59937
Phone: (406) 863-2410 Fax: (406) 863-2409

APPLICATION FOR PLANNED UNIT DEVELOPMENT

FEE ATTACHED \$1980.00 (See current fee schedule)

PROJECT NAME The Lodge at Whitefish Lake - Marina Expansion

- 1. NAME OF APPLICANT: Whitefish Lake Lodge - Attn: Brian Averill
- 2. MAIL ADDRESS: 1380 Wisconsin Ave
- 3. CITY/STATE/ZIP: Whitefish, MT 59937 PHONE: (406) 250-2038
- 4. E-mail (Optional; not for official notifications.) brian@lodgeatwhitefishlake.com

NAME AND ADDRESS OF OWNER IF DIFFERENT THAN APPLICANT:

- 5. NAME: Dan and Laurie Averill Family Trust
- 6. MAIL ADDRESS: P.O. Box 275
- 7. CITY/STATE/ZIP: Bigfork, MT 59911 PHONE: _____
- 8. E-mail (Optional) _____

TECHNICAL ASSISTANCE: Sands Surveying, Inc Attn: Eric Mulcahy
MAIL ADDRESS: 2 Village Loop
CITY/STATE/ZIP: Kalispell, MT 59901 PHONE: (406) 755-6481
E-mail (Optional) eric@sandssurveying.com

TECHNICAL ASSISTANCE: Nikki Bond
MAIL ADDRESS: 527 Skyles Place
CITY/STATE/ZIP: Whitefish, MT 59937 PHONE: (406) 250-2993
E-mail (Optional) nicknackmt@gmail.com

TECHNICAL ASSISTANCE: Bruce Boody Landscape Architecture Attn: Kurt Vomfell
MAIL ADDRESS: 301 Second Street, Suite 1b
CITY/STATE/ZIP: Whitefish, MT 59937 PHONE: (406) 862-4755
E-mail (Optional) kurt@bruceboody.com

EXHIBIT

03-03-14 11:52 IN

If there are others who should be notified during the review process, please list those.

Check One:

Initial Planned Unit Development proposal

Amendment to an existing Planned Unit Development

A. Property Address: 1380 Wisconsin Avenue, Whitefish

B. Total Area of Property: 6.675Acres

C. Legal description including section, township & range: _____

Tract 1 of COS 10247; Tract 1 of COS 19648; and the Amended Plat of Lot 1
Barkley Tracts in Section 24, T31N, R22W, P.M.M., Flathead County

D. The present zoning of the above property is: WRB-2 (PUD) and WR-3

E. Please provide the following information in a narrative format with supporting plans, drawings, renderings, photos, or other format as needed:

a. An overall description of the goals and objectives for the development of the project.

The proposed application will amend Conditions 17 and 18 of the original PUD approval for the Lodge at Whitefish Lake which received approval from the Whitefish City Council in May of 1990. The Lodge and Marina were completed in 2005. The marina received a lakeshore permit and was subject to conditions 17 and 18 of the PUD which read as follows:

Condition #17. That the marina shall not exceed 85 boat slips.

Condition #18. That the marina may extend lakeward to a point where four (4) feet of water is reached generally by a majority of the slips.

The Marina manages the slips according to a formula approved by the Lakeshore Committee and the City where by half of the slips are leased by Homeowners of the Condominiums; 25% are used by hotel patrons and lottery for short term lease by the public; and the remaining 25% are for short term day use by the public.

The Averill's acquired the 0.9975 acre of property immediately south of the lodge in 2013 which adds 87.9 feet of frontage to the Lodge holding. This additional frontage combined with the existing frontage allows a total of 94 slips (nine additional) by right under the Whitefish Lake and

Lakeshore Protection Regulation. These nine new slips "by right" would follow the same management formula as described above.

The applicants would also like to add nine more slips for a total of 18 new slips which brings the marina total to 103 slips. To justify the additional nine slips, the applicants are willing to make them 100% for the public benefit as day use & seasonal rental slips.

Since the initial construction of the marina, the applicants have witnessed issues with water depth of the innermost slips. Boats and props hit bottom which becomes a problem for the marina users. The applicants would like to extend the marina out an additional 20-foot into the lake to increase water depth for the slips. The majority of the new slips are in the shallowest water.

- b. In cases where the development will be executed in phases, please include a phasing plan.

The dock additions would be completed in a single phase and be ready for use in the 2014 season when the docks are pulled out of winter storage and installed this spring.

- c. The extent to which the plan deviates from zoning, subdivision regulations and/or "Standards for Design and Construction" (public works standards). The standards that may be deviated from through the approval of a Planned Unit Development are listed in section 11-2S-5.A. Please describe the public benefit for such departures including how they further the intent and purpose of the Planned Unit Development as set forth in Sec. 11-2S-1.

The proposed PUD amendments do not deviate from the zoning or subdivision regulations. These specific amendments fall under the Whitefish Lake and Lakeshore Protection regulations which are independent of zoning and subdivision.

The Whitefish Lake and Lakeshore Protection Regulations address Marinas in Chapter 13-3-1(L) and specifically subsections (7)(b) and (7)(g) address the maximum length of dock and the density of slips. The Lakeshore Regulations allow one slip per 10 lineal feet of frontage. The applicants have 940.32 lineal feet of frontage which allows 94 slips by right. The applicants currently have 85 slips but would like an additional 18 for a total of 103 slips. In exchange for the nine slips in excess of the permitted number, the applicants would designate these as public slips for day use & seasonal rentals.

The Lodge Marina is located in Monks Bay of Whitefish Lake which is the shallowest bay of the entire lake. A number of docks have received variances in Monks Bay to extend beyond the 100-foot maximum because of the unique shallowness lakebed profile. The Lodge Marina is

no exception and has struggled with the shallowness of the bay since the completion of the dock.

The PUD application is a companion to a Lakeshore application set that will go to the Lakeshore Committee and to City Council concurrent. The Lakeshore Application will also address the number of slips and the dock extension, as well as a variance for the constructed surface area of the dock. As the original PUD and the approved conditions do not address "coverage" the PUD amendment is leaving this item for review by the Lakeshore Committee and City Council through the Lakeshore Permit process.

- d. The nature and extent of all open space in the project and the provisions for maintenance and conservation of the common open space; assess the adequacy of the amount and function of the open space in terms of the land use, densities, and dwelling types proposed in the plan.

The proposed amendments to Conditions 17 and 18 will not impact the open space associated with the PUD. Providing additional slips will allow resort patrons, homeowners, and the public more access to the public waters of Whitefish Lake.

- e. The manner in which services will be provided such as water, sewer, storm water management, schools, roads, traffic management, pedestrian access, recreational facilities and other applicable services and utilities.

The proposed amendments to Conditions 17 and 18 will not alter services provided for sewer, water, schools, roads, pedestrian access, or utilities. The additional slips along with the dock extension will increase access to water related recreational activities on Whitefish Lake.

- f. The relationship of the planned development upon the adjacent and surrounding neighborhoods. Specifically address any potential adverse impacts and how they may be avoided or effectively mitigated.

The location of the Marina is also the location of the old Viking Lodge and Resort which was constructed in the 1960's and burned down many years ago. In 1990 the Averill's received a PUD approval to construct the Hotel, Condominiums and Marina. The Condominiums were constructed almost immediately along with a portion of the marina. In 2005, the Hotel was constructed and the marina was reconfigured and constructed to its current state. Neighboring land uses consist of single family residential and multi-family condominium projects. The WRB-2 (Resort Business) zoning designation anticipates a high intensity resort activity. The existing marina currently has 85 slips plus one additional slip for the Fire Department boat. The marina also provides a slip for the Police Department boat. The addition of the nine slips allowed by right and the extra nine for public use should not noticeably increase

activity on the lake or create additional nuisance to neighboring property owners.



- g. How the plan provides reasonable consideration to the character of the neighborhood and the particular suitability of the property for the proposed use.

The surrounding neighborhood consists of a mix of resort residential uses including the Crestwood Resort and Wildwood Condominiums to the south, single family and Mountain Harbor Condominiums to the north. There is Lodge expansions and conservations easements to the east and Whitefish Lake to the west. The property has historically been used as a resort with the original Viking Lodge and the current use following in these footsteps. The Lodge and the associated marina are in the most suitable location for this type of use.

- h. How the development plan will further the goals, policies and objectives of the Whitefish Growth Policy.

The Land Use Element of Whitefish Growth Policy specifically provides the Zoning Classifications that comply with the land use category depicted on the Future Land Use Map. The bulk of the Lodge property is located in the "High Density Residential" classification of the Growth Policy Map. The newly acquired land is located in an "Urban Residential" classification. A Resort Business category is curiously absent from the Whitefish Growth Policy however several important WRB (Resort Business) zones are located within the City: Grouse Mountain Lodge, Mountain Harbor, and the Lodge at Whitefish property all have

this WRB zoning designations but none have a supporting Land Use Designation. Facilities like the Lodge at Whitefish Lake and Grouse Mountain Lodge provide important tourist accommodation for visitors and conference venues of which the Community works hard to attract.

- i. If affordable housing is a component of the project, describe how the project is implementing the standards in Section 11 -2S-3.B.

N/A.

- j. Submit site plans, drawings and schematics with supporting narratives where needed that include the following information:

- (1). Total acreage and present zoning classifications;
- (2). Zoning classification of all adjoining properties;
- (3). Density in dwelling units per gross acre;
- (4). Location, size, height and number of stories for buildings and uses proposed for buildings;
- (5). Layout and dimensions of streets, parking areas, pedestrian walkways and surfacing;
- (6). Vehicle, emergency and pedestrian access, traffic circulation and control, including pedestrian and bikeway linkages to existing and/or proposed trails beyond project boundaries;
- (7). Location, size, height, color and materials of signs;
- (8). Location, height, and material of fencing and/or screening;
- (9). Location and type of landscaping;
- (10). Location and type of open space and common areas;
- (11). Proposed maintenance of common areas and open space;
- (12). Property boundary locations and setback lines
- (13). Special design standards, materials and / or colors;
- (14). Proposed schedule of completion and phasing of the development, if applicable;
- (15). Covenants, conditions and restrictions (CC&Rs);
- (16). Any other information that may be deemed relevant and appropriate to allow for adequate review.

See attached maps and drawings for Dock Expansion

If the Planned Unit Development involves the division of land for the purpose of conveyance, a preliminary plat shall be prepared in accordance with the requirements of the subdivision regulations.

Please note that the approved final plan, together with the conditions and restrictions imposed, shall constitute the zoning for the district. No building permit shall be issued for any structure within the district unless such structure conforms to the provisions of the approved plan.

The signing of this application signifies that the aforementioned information is true and correct and grants approval for Whitefish Planning & Building staff to be present on the property for routine monitoring and inspection during review process.



(Applicant Signature)

5/3/14

(Date)

Brian Averill

Print Name

APPLICATION PROCESS

APPLICABLE TO ALL ZONING APPLICATIONS:

A. Pre-Application Meeting:

A discussion with the planning director or designated member of staff must precede filing of this application. Among topics to be discussed are: Master Plan or Growth Policy compatibility with the application, compatibility of proposed zone change with surrounding zoning classifications, and the application procedure.

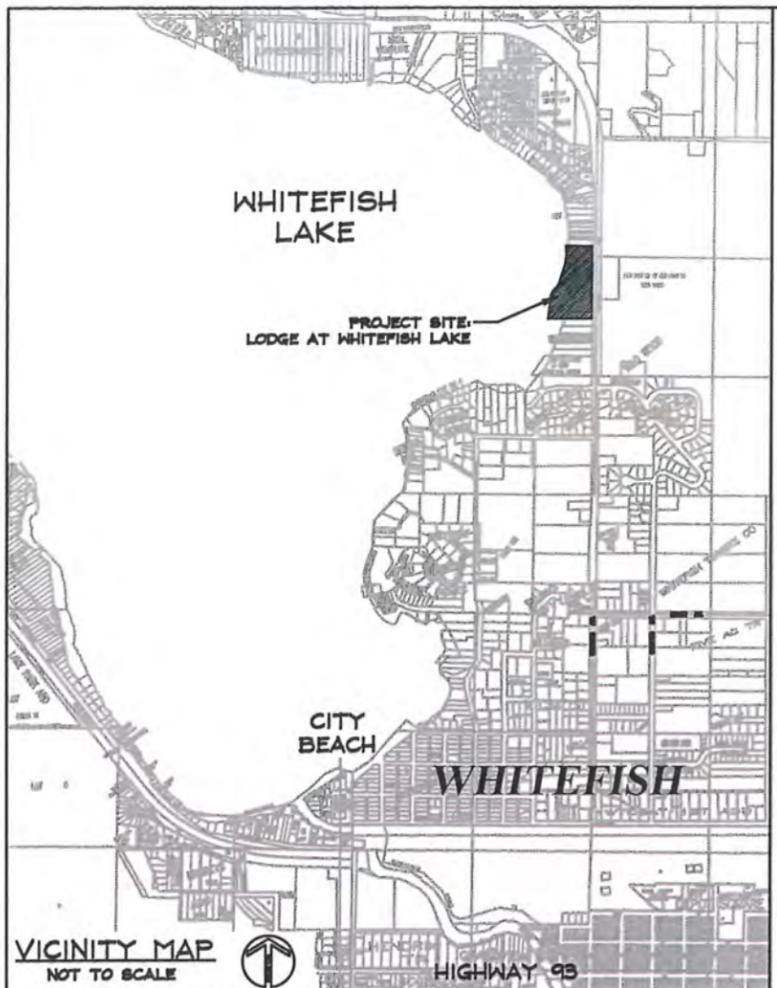
B. Completed application form.

C. Application fee per schedule, made payable to the City of Whitefish. See current fee schedule.

D. A bona fide legal description of the subject property and a map showing the location and boundaries of the property.

E. Adjoining Property Owners List from Flathead County GIS Department.

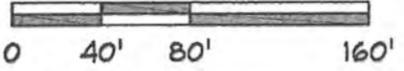
Please consult the with staff of the Whitefish Planning & Building Department for submittal dates and dates for the Planning Board meeting at which it will be heard in order that requirements of state statutes and the zoning regulations may be fulfilled. The application must be accepted as complete forty-five (45) days prior to the scheduled Planning Board meeting.



NOTE:
 THIS DRAWING WAS COMPILED BASED ON DATA FROM THE FOLLOWING SOURCES:
 • LODGE AT WHITEFISH LAKE CONDOS (AMD PLAT, LOT 1 BARKLEY TRACTS) - BASED ON AMENDED PLAT, LOT 1 BARKLEY TRACTS DATED 7/12/91. ANNUAL MEAN HIGH WATER ELEVATION SHOWN IS APPROX. AND IS BASED ON MEETS & BOUNDS RECORDED ON THE PLAT. THERE IS NO CURRENT SURVEY FOR THIS TRACT.
 • LODGE AT WHITEFISH LAKE RESORT (TRACT 1 OF C.O.S. 10247) - BASED ON C.O.S. 10247 DATED 7/16/91. ANNUAL MEAN HIGH WATER ELEVATION WAS PROVIDED BY AN EXISTING SURVEY BY SANDS SURVEYING, INC. DATED 5/23/11. THERE IS NO CURRENT SURVEY FOR THIS TRACT.
 • ADDITIONAL PROPERTY (TRACT 1 OF C.O.S. 19646) - BASED ON C.O.S. 19646 DATED 12/2/13 AND RETRACEMENT SURVEY BY SANDS SURVEYING, INC. DATED 11/27/13.

EXHIBIT

7



EXISTING FLOAT HOUSE TO REMAIN

ACTIVITY #1: PROPOSED MARINA EXPANSION= 550.7 SQ. FT.-6 ADDITIONAL SLIPS

APPROX. HIGH WATER MARK PER AMD PLAT LOT 1, BARKLEY TRACTS (NOT BY SURVEY)

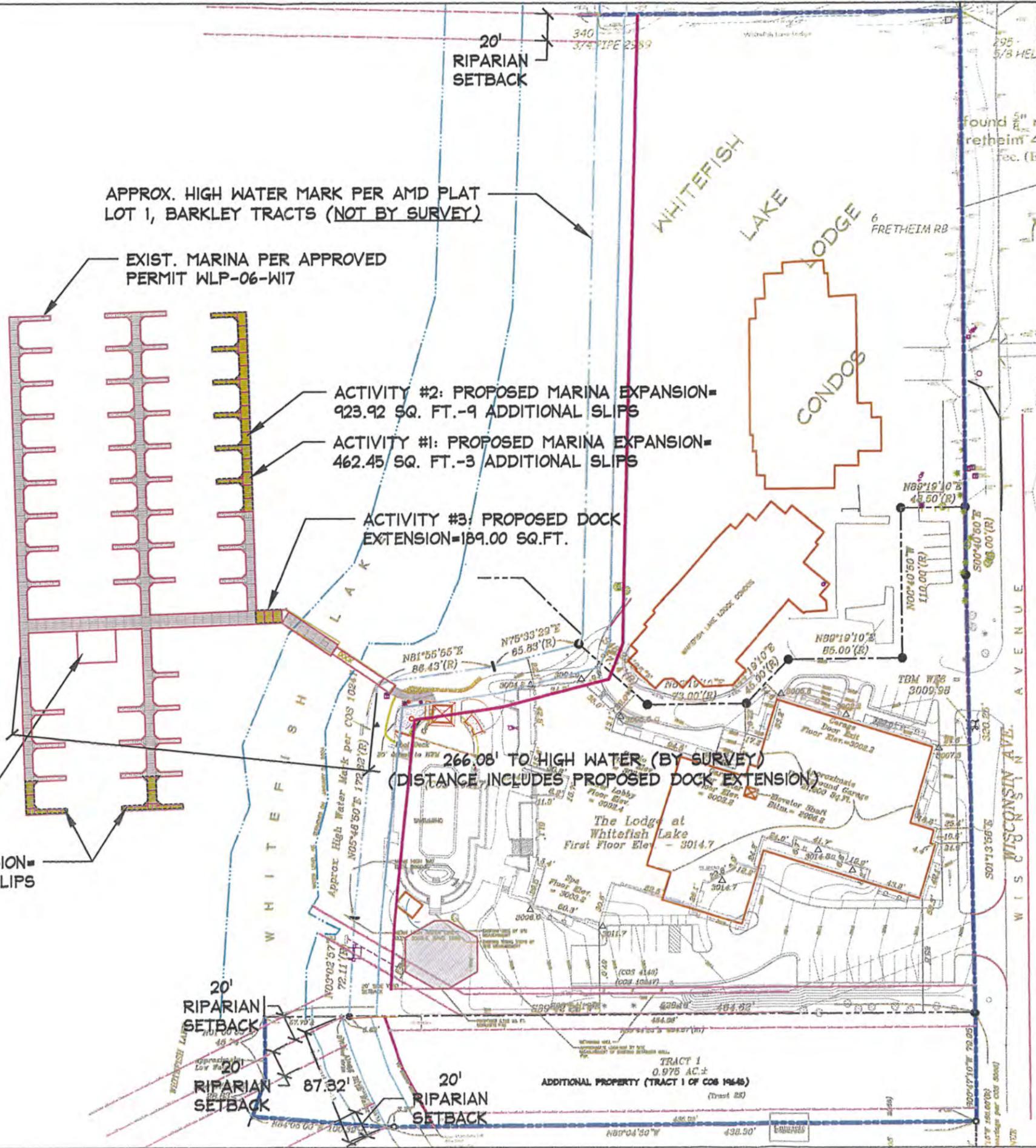
EXIST. MARINA PER APPROVED PERMIT WLP-06-W17

ACTIVITY #2: PROPOSED MARINA EXPANSION= 923.92 SQ. FT.-9 ADDITIONAL SLIPS

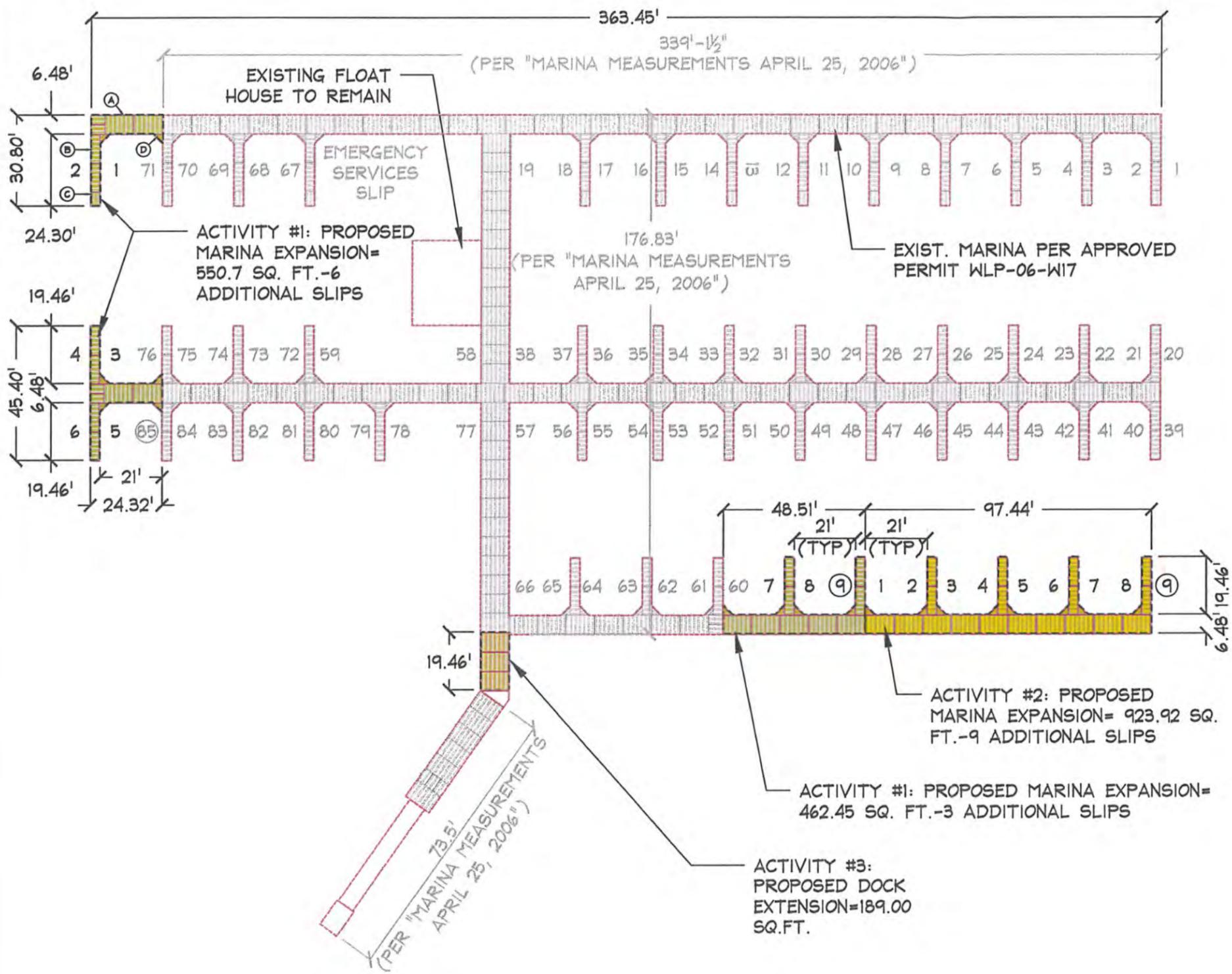
ACTIVITY #1: PROPOSED MARINA EXPANSION= 462.45 SQ. FT.-3 ADDITIONAL SLIPS

ACTIVITY #3: PROPOSED DOCK EXTENSION=189.00 SQ.FT.

266.08' TO HIGH WATER (BY SURVEY) (DISTANCE INCLUDES PROPOSED DOCK EXTENSION)



BRUCE BODDY Landscape Architect Inc. 1111 1st Street Whitefish, MT 59901 PH: (406) 834-2424	
SURVEY BY: SANDS SURVEYING, INC. TOM SANDS 2 VILLAGE LOOP KALIBPELL, MT 59901 PH: (406) 785-4481	
Revisions:	
LODGE AT WHITEFISH LAKE CONDOS (AMD PLAT, LOT 1 BARKLEY TRACTS) WHITEFISH LAKE (TRACT 1 OF COS 10247) ADDITIONAL PROPERTY (TRACT 1 OF COS 19646) 1810 NEBENBANK AVE. WHITEFISH, MT 59901	
SCALE: 1"=80' DATE: 08-08-14 JOB #: 14-04	
PROPOSED MARINA EXPANSION SITE PLAN	
SHEET 1 OF 2	



A DOCK ENLARGEMENT
1"=40'

LODGE AT WHITEFISH LAKE LAKESHORE CALCULATIONS			
EXISTING MARINA: (PER APPROVED PERMIT WLP-06-W17)			
IMPERVIOUS CONSTRUCTED AREA:			
DOCK		9,932.90 SF	
RAMPS		252.00 SF	
LANDING		70.00 SF	
*FLOAT HOUSE		*698.25 SF	
TOTAL EXISTING IMPERVIOUS CONSTRUCTED AREA:		10,254.90 SF	
*NOT INCLUDED IN IMPERVIOUS CONSTRUCTED AREA PER PER WLP-06-W17			
TOTAL ALLOWABLE IMPERVIOUS CONSTRUCTED AREA & NUMBER OF SLIPS:			
NEW, ALLOWABLE IMPERVIOUS CONSTRUCTED AREA			
LODGE AT WHITEFISH LAKE: (AMTD, LOT 1 BARLEY TRACTS) & (TRACT 1 OF COS 10287)			
FRONTAGE (PER WLP-06-W17)	853.00 LF	125F/LF	10,236.00 SF
ADDITIONAL PROPERTY TO SOUTH (TRACT 1 OF COS 19948)			
FRONTAGE (PER COS 19948)	87.32 LF	125F/LF	1,047.84 SF
TOTAL NEW FRONTAGE:	940.32 LF		11,283.84 SF
NEW, ALLOWABLE DOCK SLIPS FOR PUBLIC MARINA:			
LODGE AT WHITEFISH LAKE FRONTAGE	853.00 LF		
ADDITIONAL PROPERTY TO SOUTH FRONTAGE	87.32 LF		
TOTAL FRONTAGE:	940.32 LF	1 SLIP/10LF	94 SLIPS
ACTIVITY # 1			
PROPOSED MARINA EXPANSION, 9 SLIPS ASSOCIATED W/ LAND TO SOUTH			
PROPOSED ADDITIONAL IMPERVIOUS AREA & PROPOSED ADDITIONAL SLIPS:	1,013.20 SF		9 SLIPS
EXISTING IMPERVIOUS AREA & EXISTING SLIP COUNT:	10,254.90 SF		**85 SLIPS
TOTAL PROPOSED IMPERVIOUS AREA & TOTAL SLIP COUNT:	11,268.10 SF		94 SLIPS
ALLOWABLE IMPERVIOUS AREA & ALLOWABLE SLIP COUNT:	11,283.84 SF		94 SLIPS
DIFFERENCE	15.74 SF		0
**DOES NOT INCLUDE ONE SLIP DEDICATED TO EMERGENCY SERVICES. THIS DOES NOT COUNT TOWARDS TOTAL ALLOWABLE SLIP COUNT.			
ACTIVITY # 2 (VARIANCE #1)			
PROPOSED PUBLIC BENEFIT MARINA EXPANSION, 9 SLIPS DEDICATED TO PUBLIC USE			
PROPOSED IMPERVIOUS AREA:	923.92 SF		9 SLIPS
ACTIVITY #3 (VARIANCE #2)			
PROPOSED DOCK EXTENSION, FOR MINIMUM WATER DEPTH			
CURRENT LENGTH DOCK EXTEND INTO LAKE (PER MARINA MEASUREMENTS APRIL 25, 2006)	250.33 LF		
PROPOSED ADDITIONAL FEET	19.46 LF		
TOTAL PROPOSED LENGTH DOCK EXTENDS INTO LAKE (FROM HIGH WATER PER SURVEY BY SANDS)	269.79 LF		
TOTAL PROPOSED LENGTH OF DOCK AND GANGWAYS	269.79 LF		
IMPERVIOUS AREA OF PROPOSED DOCK EXTENSION:	189.00 SF		

B LAKESHORE CALCULATIONS

BRUCE BODDY
Landscape Architect, Inc.
111 Second Street
Suite 10
Whitefish, MT 59901
Phone: (406) 832-0141
Fax: (406) 832-0174

SURVEY BY:
SANDS SURVEYING, INC.
TOM SANDS
2 VILLAGE LOOP
KALISPELL, MT 59901
PH: (406) 755-6481

Revisions:

LODGE AT WHITEFISH LAKE
CONDOR (AND PLAT, LOT 1 BARLEY TRACTS)
WHITEFISH LAKE (TRACT 1 OF COS 10287)
ADDITIONAL PROPERTY (TRACT 1 OF COS 19948)
1800 WISCONSIN AVE.
WHITEFISH, MT 59907
804, TWIN, R2204

SCALE: SEE SHEET
DATE: 03-03-14
JOB #: 14-04

PROPOSED MARINA EXPANSION DOCK ENLARGEMENT # LAKESHORE CALCULATIONS

SHEET 2 OF 2

Z:\2014 Projects\14-04 WFL Dock Expansion\14-04 Lakeshore\14-04 WFL Dock Expansion.dwg, Project Drawing 11x17, 3/3/2014 12:27:45 PM

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PLANNING & BUILDING DEPARTMENT
510 Railway Street
PO Box 158, Whitefish, MT 59937
(406) 863-2410 Fax (406) 863-2409



June 16, 2014

Mayor Muhlfeld and City Councilors
City of Whitefish
Whitefish, Montana

RE: Scope of Work for Highway 93 South/Wisconsin Corridor Plans

Mayor Muhlfeld and Councilors,

This report outlines action plans for proceeding on long range planning corridor plans for Highway 93 South and Wisconsin Avenue. Detailed scope of work, estimated costs, and preliminary schedules are included. Note that the schedules and costs are estimates, and won't get fully fleshed out until other major projects underway are completed and input from consultants are factored in.

Due to the current workload and the fact that we don't have a planner devoted solely to long range planning, realistically we can only proceed on one major long range planning project at a time, even with a consultant taking the lead. Timelines may be easier to follow with a consultant in the lead, but even with a lead consultant, staff is heavily involved in all aspects of the plan, including existing conditions inventory, stake holder and steering committee meetings, visioning, and development of the plan itself.

See the draft Highway 93 West Corridor Plan on the City website as an example.

Wisconsin Avenue

Staff is confident that we could take the lead on a Wisconsin Avenue plan starting late summer and get it completed in a fairly timely manner with the consulting help of planner or landscape architect. We are estimating that it will take a little over a year to get completed and adopted once work begins. A Wisconsin Avenue Plan would be similar in scope to the Highway 93 West plan underway that we currently have WGM Group taking the lead on. The consultant cost on that 93 West plan was \$54,000, and right now it is looking like 15-16 months from contract award to final adoption. Staff anticipates about \$25,000 to \$30,000 in consultant costs for GIS help and a Landscape Architect to assist with the project.

Wisconsin Avenue Land Use Corridor Plan Draft Scope of Work

1. Conduct an inventory of existing conditions for the Wisconsin Avenue corridor from the Viaduct over the BNSF Railway to East Lakeshore Drive/Mountain Shadows Drive and up Big Mountain Road to Cedar Lane.
 - a. Corridor boundaries
 - b. Existing land uses and current performance
 - c. Highway and street circulation systems
 - d. Patterns of land ownership
 - e. Development potential (based on existing lot size, zoning, accessibility)
 - f. Population distribution
 - g. Proposed/approved land uses
 - h. Parks, public uses, open spaces, cultural resources
 - i. Transit, bicycle, and pedestrian routes (active transportation)
 - j. Topography and drainage
 - k. Existing access and utility easements, utility locations and extents
 - l. List of Stakeholders
 - m. Boundaries of existing Tax Increment Financing (TIF) district
2. Facilitate a Project Steering Committee appointed by the City Council made up of City staff, MDOT, City Council and Planning Board members, corridor business owners, property owners, Whitefish Mountain Resort, and other stakeholders from the corridor and at large.
3. Provide a vision of the future
 - a. Review existing 2007 City-County Growth Policy, 2010 Whitefish Urban Corridor Study 2009 Whitefish Transportation Plan, Downtown Master Plan, Bike-Ped Master Plan, and other relevant documents
 - b. Conduct neighborhood meetings with neighborhood surveys, visioning, alternatives and consensus building sessions with stakeholders and then a follow up meeting presenting summary and draft plan
 - c. Develop Goals and Objectives of proposed plan /an image of what the plan hopes to achieve.
4. Establish a development policy
 - a. Review existing zoning and potentially revise existing Growth Policy Future Land Use designations
 - b. Determine appropriate mix of future uses for corridor while maintaining buffers for adjacent residential areas while complimenting uses downtown
 - c. Look at potential appropriate development opportunities for corners of Big Mountain Road/East Lakeshore intersection, possible future roundabout.

- d. Look at potential for expanded resort business and resort residential in corridor.
 - e. Evaluate corridor for potential high-density residential/mixed use opportunities.
 - f. Develop plan addressing the mix of uses and the transition to residential both east and west of the roadway, connections to the adjacent residential neighborhoods, connections to the new bike route, scale issues, landscaping/screening, transportation circulation/access, active transportation, and development potential of major underdeveloped tracts of land under consolidated ownership
5. Identify implementation activities
- a. Potential revisions of Growth Policy Future Land Use Maps
 - b. Potential changes to zoning code or ARC standards
 - c. Look at ways TIF could fund improvements in corridor
 - d. Identify possible public projects and coordinate public investment

Wisconsin Avenue Corridor Plan Project Draft Timeline

2014/2015



Highway 93 South

Highway 93 South would be more difficult for staff to take the lead on, but it is still possible with around of \$50,000 in consultant money to hire a landscape architect to do project coordination and someone else to do GIS mapping. The corridor has a range of issues that are much more complex, including the fact that there are three major sections of that corridor each with its own set of issues that might best be tackled in three phases. We may be able to work in conjunction with planner Dave DeGrandpre for planning the neighborhood at and south of Highway 40, as he has approached the City in the past about assisting that area with a planning effort. We estimate fees for a consultant to take the lead to be around \$80,000. We realistically think it would take between 12 and 16 months to complete either way, although any project managed in house will be subject to possible delays by other priority projects.

Highway 93 South Corridor Plan Draft Scope of Work

1. Conduct an inventory of existing conditions for each of the three sections of the Highway 93 South corridor - East Sixth Street south to the Whitefish River; Whitefish River south to Highway 40, Highway 40 south to Stelle Lane.
 - a. Corridor boundaries
 - b. Existing land uses and current performance
 - c. Highway and street circulation systems
 - d. Patterns of land ownership
 - e. Development potential (based on existing lot size, zoning, accessibility)
 - f. Population distribution
 - g. Proposed/approved land uses
 - h. Parks, public uses, open spaces, cultural resources
 - i. Transit, bicycle, and pedestrian routes (active transportation)
 - j. Topography and drainage
 - k. Existing access and utility easements, utility locations and extents
 - l. List of Stakeholders
 - m. Boundaries of existing Tax Increment Financing (TIF) district
2. Facilitate a Project Steering Committee appointed by the City Council made up of city staff, MDOT, City Council and Planning Board members, corridor business owners, property owners, and other stakeholders from the corridor and at large.
3. Provide a vision of the future
 - a. Review existing South Whitefish Neighborhood Plan, Blanchard Lake Area Zoning District, North Valley Hospital Neighborhood Plan, 2010 Whitefish Urban Corridor Study 2009 Whitefish Transportation Plan, Downtown Master Plan, Bike-Ped Master Plan, and other relevant documents

- b. Conduct neighborhood meetings with neighborhood surveys, visioning, alternatives and consensus building sessions with stakeholders and then a follow up meeting presenting summary and draft plan
 - c. Develop Goals and Objectives of proposed plan /an image of what the plan hopes to achieve.
4. Establish a development policy
- a. Review existing zoning and potentially revise existing Growth Policy Future Land Use designations
 - b. Determine appropriate mix of future uses for corridor while maintaining buffers for adjacent residential areas while complimenting uses downtown
 - c. Look at potential development opportunities for corners of Highway 40/93 intersection.
 - d. Look at potential for a divided highway with median in middle through corridor
 - e. Address what type of commercial uses are appropriate south of Highway 40, including evaluating existing non-conforming uses, and evaluating whether uses such as professional offices should be permitted, conditionally or otherwise, in certain sections.
 - f. Identify areas in central part of corridor where high density residential/mixed use would be appropriate per the Growth Policy ‘General/Highway Commercial’ future land use.
 - g. Develop plan addressing land use, scale, future utility extensions, noise, screening, landscaping, urban design, and other issues that the 2007 Whitefish City-County Growth Policy states a Highway 93 South Corridor plan must address.
 - h. Plan must also address transportation function and modes, including active transportation and traffic safety, trip generation, function and highway access
5. Identify implementation activities
- a. Revisions of Growth Policy Future Land Use Maps
 - b. Potential changes to zoning code for each of the three sections, such neighborhood commercial, or limited highway business service, possible sign code or ARC standards revisions
 - c. Look at ways TIF could fund improvements in corridor
 - d. Identify possible public projects and coordinate public investment

Highway 93 South Plan Project Draft Timeline

2014/2015



Staff will be available to answer questions at the council meeting.

David Taylor, AICP

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MANAGER REPORT

June 11, 2014



RESORT TAX COLLECTIONS

April Resort Tax collections were \$98,417 which is an increase of 3.97% or \$3,757.00 compared to April, 2013. April is by far our smallest month of Resort Tax collections. For year-to-date, we have collected \$1,722,895 which is an increase of \$87,232 or 5.33% compared to the same time period (July through April) one year ago. There is a chart with a graph in the packet showing recent collection trends.

PERMANENT GATE AT ENTRANCES TO GROUSE MOUNTAIN ESTATES

I reported to you in my January 29, 2014 Manager's Report that Grouse Mountain Estates was going to install a temporary gate to prevent through traffic and detours during the construction of the MDT Hwy 93 North – Whitefish West project phase 2 this summer. The temporary gate is up at Mountainside Drive.

However, our Planning Department was recently contacted by Kevin Kirwan, President of the Grouse Mountain Estates Homeowners Association (HOA) and the HOA is now planning to install two permanent gates – one at Mountainside Drive and the other at the eastern entrance to their subdivision. Mr. Kirwan told me that continuing through traffic on their roads had become too much and there was a lot of speeding, so they were now planning to install permanent gates. This subdivision was platted prior to our enactment of subdivision regulations prohibiting gated communities, so their installation appears to be legal and is “grandfathered” in for compliance. You may be hearing about the installation of these gates, so we wanted to let you know.

CITY HALL DESIGN SCHEDULE

Below is a tentative schedule of design work with Mosaic Architects for the future City Hall and Parking Structure. Some of the dates may change as time progresses. Mosaic Architecture held their first meetings with each department which will be in the future City Hall last week.

June 19th – City Hall Steering Committee Meeting @ 3:00 p.m. – Goal setting session with City Hall Steering Committee.

June 20th – Goal Setting Workshop with Admin, Staff, affected Department Directors (Admin, Legal, PW, Planning/Building, Parks & Rec) and interested members from City Hall Steering Committee and/or City Council) Probably 9:00 a.m. to at least 11:00.

July 10-11th – Case Study Road trip (Seattle area – **Kenmore City Hall, Mukilteo City Hall, Bainbridge City Hall, Puyallup City Hall**)- Probably 5 City officials and 1 citizen from the City Hall Steering Committee – **these dates may change**.

July 22-25th – On-Site Design Studio – probably an evening kick-off session with public, some scheduled times with Departments, and some open public times

August 5th or 6th – Community Presentation/Critique

August 11-18th – City Council consideration of Phase 1 work and consideration of approval to proceed to Schematic Design phase

August 19 – Sept 25 – Schematic Design

September 9th – 18th – Sometime in this period a Community Presentation in the evening

City Hall Steering Committee Meetings:

June 19th at 7:00 p.m., July 22 time TBD, Aug 5 or 6, Sept 10

MEETINGS

Flathead Regional Wastewater Management Group (6/5) – The remnants of the Flathead Regional Wastewater Management Group met last Thursday. We are planning a presentation of the County's Septic System study of couple of years ago along with other presentations on wastewater discharge permit and water quality regulations for all elected officials and others in the Flathead Basin on the fifth Monday in September, September 29th in the evening. **Please mark your calendars for that event.** Flathead County's study and report on septic system locations and densities can be viewed at http://flathead.mt.gov/wastewater_management

City and BNSF Public Open House on Railroad Safety (5/10) – I attended last night's public open house on Railroad safety and emergency preparedness at the I.A. O'Shaughnessy Center. Mayor Muhlfeld, BNSF officials, and the Police and Fire Departments organized this open house. BNSF did most of the presentation on their preparedness and most of the questions were directed to them. However, Joe Page, Assistant Fire Chief, also answered several questions posed to him about emergency preparedness, training, and evacuations.

UPCOMING SPECIAL EVENTS

Jun 17th @ 7:00 p.m. - Public open house at the O'Shaughnessy Center regarding efforts to preserve and enhance the natural beauty and recreational resources in Haskill Basin via the proposed Stoltze Conservation

Easement. Organized and sponsored by City of Whitefish, The Trust for Public Land, F. H. Stoltze Land & Lumber Co., Montana Fish, Wildlife & Parks, and Whitefish Legacy Partners.

July 4th - City Hall closed. Fireworks and festivities.

REMINDERS

Three weeks until next meeting on July 7th – June 30th is a fifth Monday.

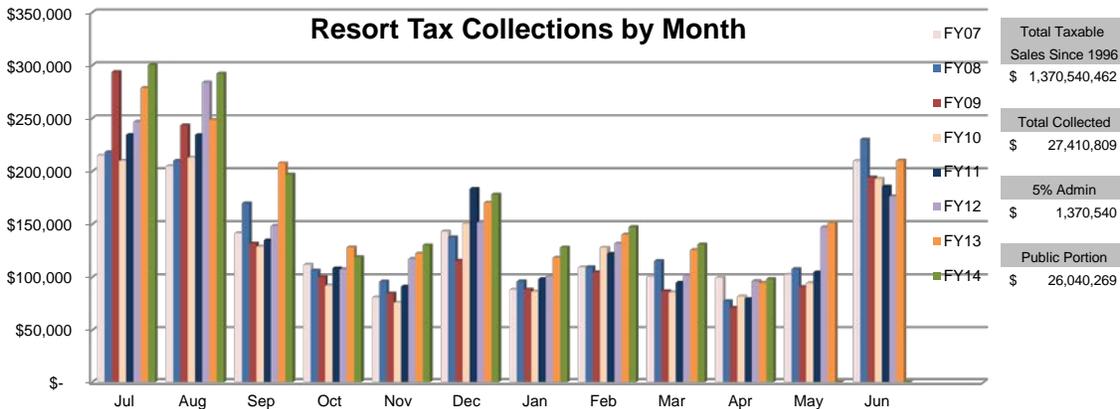
Respectfully submitted,

A handwritten signature in blue ink that reads "Chuck Stearns". The signature is written in a cursive style.

Chuck Stearns, City Manager

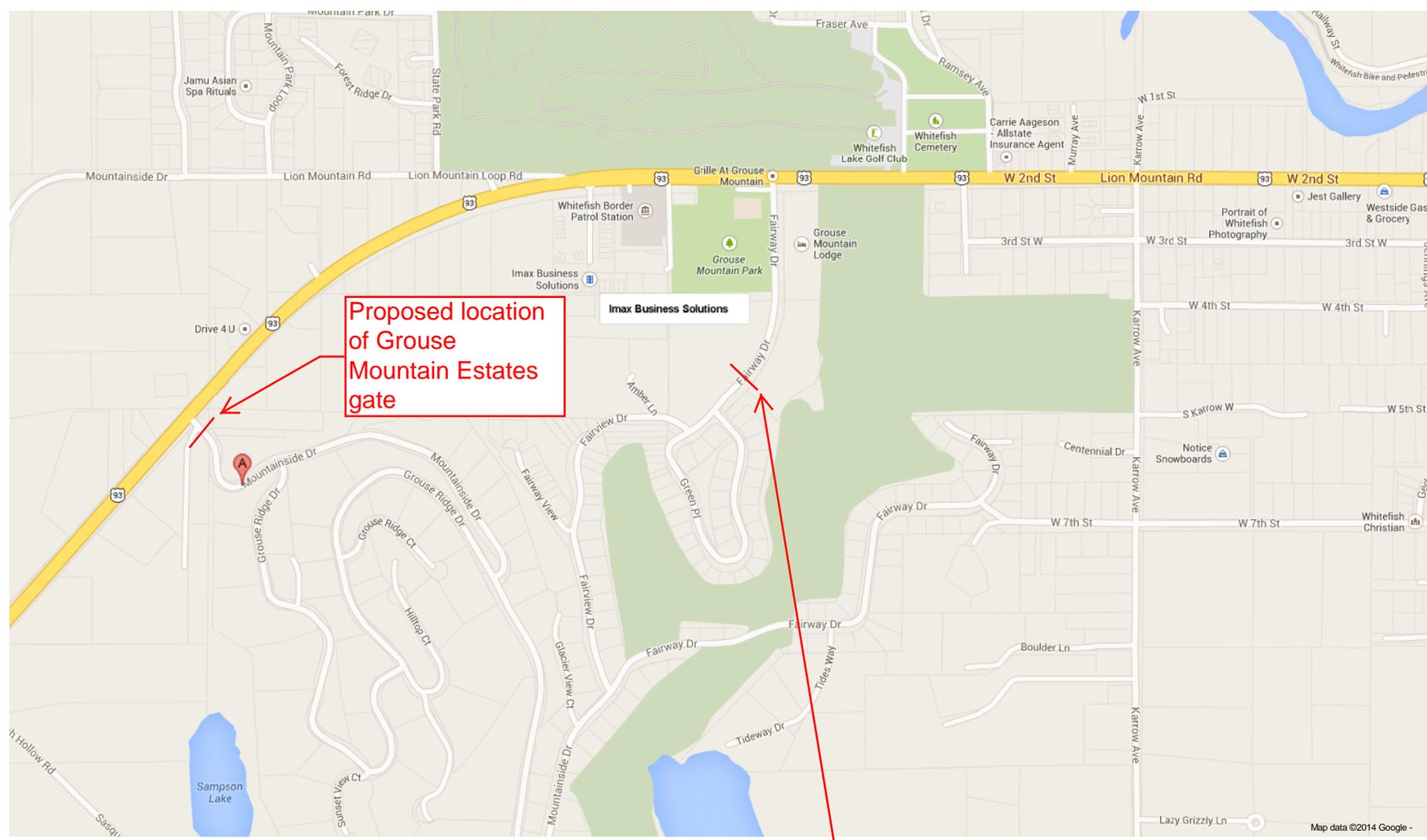
Resort Tax Report
Reported in the Month Businesses Paid Tax

Month/Year	Bars & Restaurants				Retail	Collected	% Chng Mnth to Pr Yr Mnth	% Chng Quarter to Pr Yr Quarter	Interest	Total
	Lodging	Restaurants	Retail	Collected						
Jul-08	57,424	80,928	155,462	293,814			35%	\$ 3,040	\$ 296,854	
Jul-09	41,463	71,552	96,808	209,823			-29%	\$ 5,828	\$ 215,652	
FY09 vs FY10	-9.0%	-4.1%	-2.6%	-4.2%			or \$ (67,489)	TaxableSalesFY10	\$ 81,019,064	
Jul-10	54,499	81,857	98,267	234,624			12%	\$ 2,423	\$ 237,047	
Aug-10	69,698	79,873	84,842	234,413			10%	1,023	235,436	
Total FY11	\$ 274,688	\$ 651,321	\$ 747,615	\$ 1,673,624			Compared to Prv Yr	\$ 38,004	\$ 1,711,629	
FY10 vs FY11	12.0%	15.5%	2.4%	8.7%			or \$ 134,262	TaxableSalesFY11	\$ 88,085,492	
Jul-11	56,106	90,212	100,325	246,642			5%	\$ 979	\$ 247,621	
Aug-11	85,621	91,408	106,860	283,889			21%	7,833	291,722	
Sep-11	28,154	58,830	61,535	148,519			10%	593	149,112	
Oct-11	17,944	45,919	43,610	107,473			-1%	496	107,969	
Nov-11	14,351	39,054	63,758	117,162			28%	479	117,641	
Dec-11	16,531	51,195	84,000	151,726			-17%	526	152,252	
Jan-12	10,032	44,089	46,905	101,026			3%	515	101,541	
Feb-12	14,585	56,427	60,780	131,793			8%	578	132,371	
Mar-12	11,008	42,952	47,682	101,643			7%	557	102,200	
Apr-12	9,353	39,367	47,657	96,377			21%	610	96,987	
May-12	15,461	51,207	80,526	147,194			40%	6,993	154,187	
Jun-12	35,584	68,403	72,472	176,460			-5%	625	177,085	
Total FY12	\$ 314,731	\$ 679,063	\$ 816,110	\$ 1,809,903			Compared to Prv Yr	\$ 20,785	\$ 1,830,688	
FY11 vs FY12	15%	4%	9%	8%			or \$ 136,279	TaxableSalesFY12	\$ 95,258,076	
Jul-12	69,418	94,341	115,149	278,908			13%	\$ 643	\$ 279,551	
Aug-12	53,361	92,463	102,812	248,636			-12%	444	249,080	
Sep-12	57,000	77,503	73,232	207,734			40%	533	208,267	
Oct-12	24,519	54,631	49,137	128,288			19%	434	128,722	
Nov-12	8,099	40,326	74,122	122,547			5%	393	122,941	
Dec-12	15,490	66,046	88,956	170,492			12%	363	170,855	
Jan-13	13,152	51,930	53,396	118,478			17%	413	118,891	
Feb-13	18,023	55,180	66,995	140,198			6%	405	140,603	
Mar-13	16,171	56,231	53,318	125,720			24%	465	126,185	
Apr-13	10,105	42,230	42,325	94,660			-2%	427	95,087	
May-13	19,009	52,303	80,090	151,402			3%			
Jun-13	41,222	74,833	94,085	210,140			19%			
Total FY13	\$ 345,570	\$ 758,018	\$ 893,617	\$ 1,997,205			Compared to Prv Yr	\$ 4,520	\$ 1,640,183	
FY12 vs FY13	10%	12%	9%	10%			or \$ 187,301	TaxableSalesFY13	\$ 105,116,040	
Jul-13	81,828	98,642	120,028	300,497			8%	488	300,986	
Aug-13	77,809	108,131	106,422	292,362			18%	496	292,858	
Sep-13	50,377	77,416	69,328	197,120			-5%	434	197,555	
Oct-13	16,851	48,015	54,271	119,137			-7%	434	119,571	
Nov-13	6,831	47,701	75,780	130,312			6%	434	130,746	
Dec-13	21,782	64,884	91,585	178,251			5%	25,945	204,196	
Jan-14	16,848	54,481	56,839	128,169			8%	0	128,169	
Feb-14	22,323	58,758	66,487	147,568			5%	1,213	148,781	
Mar-14	15,770	64,178	51,114	131,061			4.25%			
Apr-14	10,065	41,894	46,458	98,417			3.97%			
May-14	-	-	-	-						
Jun-14	-	-	-	-						
Total FY14	\$ 320,483	\$ 664,100	\$ 738,311	\$ 1,722,895			YTD Compared to Last Year	\$ 29,445	\$ 1,522,862	
YTD vs Last Year	12.3%	5.3%	2.6%	5.3%			or \$ 87,232	TaxableSalesFY14	\$ 90,678,692	
FY14 % of Collections	19%	39%	43%					\$ 772,413	\$ 19,510,104	
Grand Total	\$ 4,611,546	\$ 9,729,039	\$ 11,699,684	\$ 26,040,269					3.0% Average / since '96	
% of Total Collections	18%	37%	45%							





To see all the details that are visible on the screen, use the "Print" link next to the map.



Proposed location of Grouse Mountain Estates gate

Possible gate closure by Grouse Mountain Phase I - exact location may be different

MEMORANDUM

#2014-021



To: Mayor John Muhlfield
City Councilors

From: Chuck Stearns, City Manager

A handwritten signature in blue ink that reads "Chuck Stearns".

Re: Staff Report – Whitefish Theatre Company request to proceed with an addition to the O’Shaughnessy Center

Date: June 5, 2014

Introduction/History

After the I.A. O’Shaughnessy Cultural Arts Center was built by private fundraising on land provided by the City of Whitefish, the City later received the building and subsequently leased it out to the Whitefish Theatre Company as planned. The initial lease was dated December 29, 1995 and it was amended or superseded by new leases on February 16, 2001, December 7, 2005, and the current lease which is dated December 2nd, 2009. The current lease is contained in the packet and has more details on the history of the project.

Throughout 2012, the Whitefish Theatre Company (WTC) initiated plans to renovate and expand the O’Shaughnessy Center. These plans culminated in City Council approval of the remodeling plans on October 1, 2012 (see attached minutes in packet).

Current Report

Since 2012, WTC has changed their plans after they discovered that the cost to relocate the existing utilities on the south side of the O’Shaughnessy Center would cost over \$100,000. They are now proposing an addition on the northwest corner of the building to replace the south side addition, but they would continue on with plans to enlarge the foyer in the future as well as was approved in 2012. A site plan and proposed elevations are contained in the packet.

This proposed addition would eliminate 4-5 parking spaces which are currently two hour parking spaces and mostly used by WTC visitors and participants in WTC classes and events. The current lease requires City approval of the expansion plans so we have placed this request on the agenda. A letter from WTC describing request is also attached in the packet.

Financial Requirement

There is no financial requirement requested from the City of Whitefish. In addition, we will receive building permit, ARC fees, and impact fees from the proposed project.

Recommendation

Staff respectfully recommends the City Council approve the proposed addition to the northwest side of the O'Shaughnessy Center subject to ARC review, building plan review, and approval of and payment for all necessary permits.

Councilor Hildner offered a motion, seconded by Councilor Kahle, to approve Resolution No. 12-35; Resolution authorizing participation in the Board Of Investments of the State of Montana Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (Intercap Revolving Program), approving the form and terms of the Loan Agreement and authorizing the execution and delivery of documents related thereto. The motion passed unanimously.

8. COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

8a. Standing budget item – None.

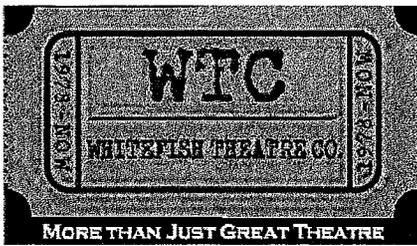
Councilor Hildner said he hoped everyone read Fahrenheit 451 as part of the “Big Read.” He said the Council should perhaps have a book club review of the book. He was at the Rocksund Footbridge and the bollard is missing. He asked if the Second Street rebuild was Peccia and Associates and Director Wilson said it was. Councilor Hildner said they did a great job of answering questions and responding to the concerns of the public. He commended Mayor Muhlfeld for his proclamation at the unveiling of the new mosaic art work. It is a WOW project. He said the City made a good move by providing that space for Stumptown as a work space.

Councilor Hyatt thanked staff. Councilor Kahle said it was fun to tour the O’Shaughnessy tonight. He said it might be good to tell them to go forward with their remodeling plan. Manager Stearns said a lot of that could be administrative, but he didn’t want to authorize it until the Council had seen it. He said the lease says, “The City shall approve” so if they’re comfortable, he can approve it. Councilor Kahle said they’ve had a chance to review the plans a couple of times and he is comfortable with Manager Stearns approving it. Councilor Hildner said he agreed with Councilor Mitchell’s concerns to leave a little green space between the building and the sidewalk. Councilor Kahle said they mentioned it when they were on the tour and it was amazing to see how many buildings are built to a zero lot-line. He said it might be out of character to leave the green space. Manager Stearns said the theater company can limit how far out they build, but the bathrooms have to go out to the sidewalk to be functional. The question is whether it looks better, architecturally, to keep the building consistent. Councilor Kahle suggested they leave it to the discretion of the designer.

In a straw vote the Councilors voted 4-1 in favor of allowing the O’Shaughnessy to design their addition with the zero setback to line up with public restrooms. Councilor Mitchell was in opposition.

Councilor Sweeney said he is concerned about the High School project and the process they have in place. He has huge concerns about the change of scope and the proposal the community approved through the bond issue. He thinks it would be important to have someone on the High School Budget and Oversight Committee for the High School. He said there have been too many hiccups so far and that concerns him greatly. Mayor Muhlfeld asked and Councilors Sweeney and Hildner said they would serve on that committee.

Councilor Mitchell said he was also uncomfortable with the number of changes in the High School plan. He said once it goes through the ARC committee the control by the Council is over. Councilor Sweeney asked and Councilor Mitchell said the meeting begins at 8:45 a.m. and he has to leave at 10 a.m. and might not be there during that agenda item. Councilor Sweeney thinks they need to



Whitefish Theatre Co.
One Central Avenue
Whitefish, MT 59937
(406) 862-5371
www.whitefishtheatreco.org

June 10, 2014

Dear Chuck,

Board of Directors
Ann Viscomi, *President*
Cynthia Dearing
Jeff Greenwell
Emily Hutchins
Norma MacKenzie
Andrew Matulionis
Alison Pomerantz
Danelle Reisch
Wayne Saurey
Kathy Schmidt
Jenny Woodward
Tami Yunck

Managing Director
Gayle MacLaren

Artistic Director
Jesse DeVine

Development Director
Jen Asebrook

Technical Director
Colin Arakaki

Staff
Scotty MacLaren
Lonni Porro
Fred Warf

In September 2012 Whitefish Theatre Company (WTC) sought and won approval from the Whitefish City Council to proceed with plans to remodel the O'Shaughnessy Center. Since that time WTC has found that the addition on the south side of the building is not feasible due to the many utilities that are housed on that site. The estimate is \$100,000 to move the existing utilities for an addition. WTC went back to the drawing board and has worked with Ross Anderson for a new set of plans that can be on the northwest side of the building.

WTC proposes to add a two story multi-purpose room, a small conference room and a small storage room that will accommodate the new seats we currently have in a storage unit. These seats are extra seats that are used for the floor seating (in place of the blue chairs) when we present concerts. These seats have a greater comfort level as well as appearance. WTC has more requests from the community for our space than we can accommodate. WTC would like to accommodate more community activities and solve the ever-increasing storage problems.

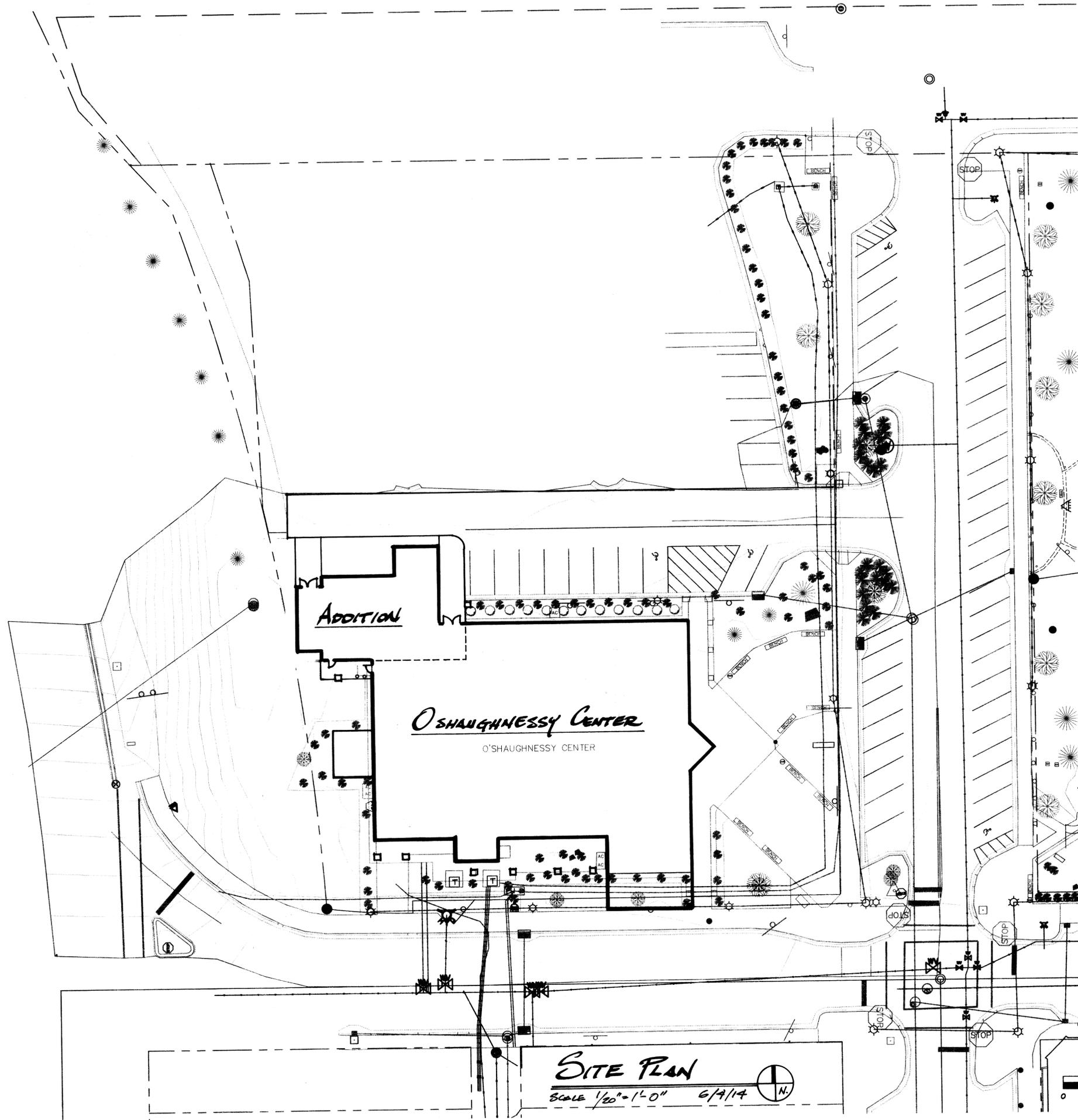
Since the approval in 2012 WTC has accomplished phase one of the improvements; the full remodel of the theatre space, including new seats, paint, carpeting, railings and sound panels. Also in the request from 2012 the office improvement has been made. WTC would like to move forward on the lobby expansion (as approved in 2012) and seek funding for the new addition.

In order to proceed with fund-raising for the new addition, WTC needs consent from the city as stipulated in our lease agreement.

Sincerely,

Gayle MacLaren
Managing Director

WHITEFISH THEATRE CO. – ROOTED IN COMMUNITY



ADDITION

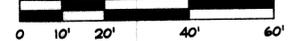
O'SHAUGHNESSY CENTER
O'SHAUGHNESSY CENTER

SITE PLAN
SCALE 1/20" = 1'-0" 6/4/14



O'Shaughnessy Cultural Arts Center
1 Central Avenue
Whitefish, Montana

Ross G. Anderson
411 West 4th Street Whitefish, Montana 59937
406.862.7920 406.862.7921 Fax



BOODY
Landscape Architect, Inc.
301 Second Street
Whitefish, MT 59937
phone 406.862.4755
fax 406.862.9755
boody@boodybody.com



SURVEY BY:

Revisions:

O'SHAUGHNESSY CULTURAL ARTS CENTER
WHITEFISH, MT



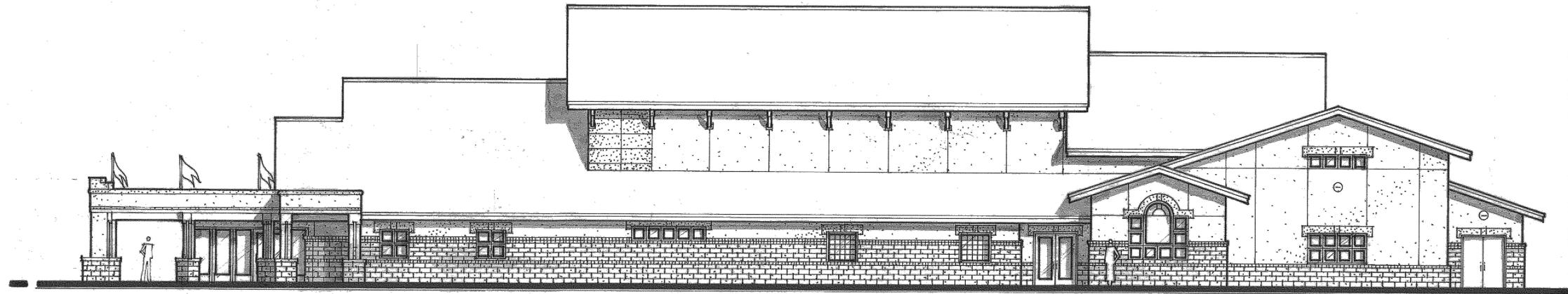
SCALE: 1" = 20'

DATE: 03-25-14

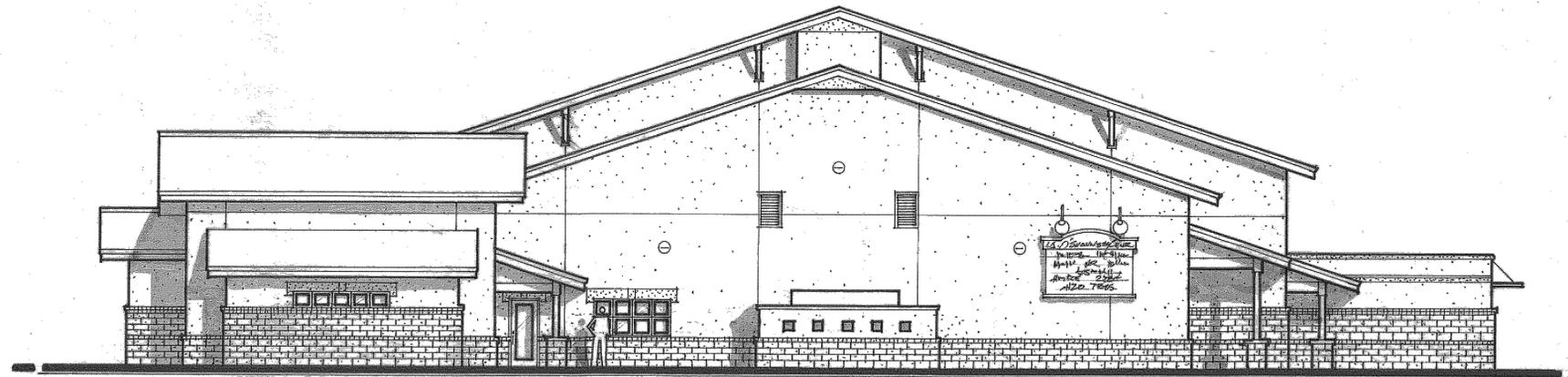
JOB #: 13-15

BASE

SHEET 1 OF 2



NORTH ELEVATION
 SCALE 1/8" = 1'-0"



WEST ELEVATION
 SCALE 1/8" = 1'-0" 4/30/14

O'Shaughnessy
 Cultural Arts Center
 1 Central Avenue
 Whitefish, Montana

ROSS & ANDERSON
 ARCHITECTS
 411 West 4th Street Whitefish, Montana 59907
 406.862.7920 406.862.7921 Fax

RESOLUTION NO. 09-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, APPROVING AN AMENDMENT TO THE I.A. O'SHAUGHNESSY CULTURAL ARTS CENTER BUILDING LEASE BETWEEN THE CITY AND THE WHITEFISH THEATRE COMPANY.

WHEREAS, the Whitefish Community Center Company, a Montana nonprofit corporation, constructed a public theatre building known as the I.A. O'Shaughnessy Cultural Arts Center located at 1 Central Avenue, in Whitefish, on real property owned by the City of Whitefish; and

WHEREAS, initially the City leased the land on which the O'Shaughnessy Center was located to the Whitefish Theatre Company pursuant to a lease dated December 29, 1995; and

WHEREAS, the Whitefish Community Center Company thereafter deeded the theatre building to the City, by quitclaim deed dated January 18, 2001; and

WHEREAS, thereafter the City and the Theatre Company entered into a new lease which superseded the December 29, 1995, lease, and the new lease was dated February 6, 2001; and

WHEREAS, thereafter, the lease between the City and the Theatre Company was again amended pursuant to a lease dated December 7, 2005; and

WHEREAS, the City and the Theatre Company desire to further amend the lease of the I.A. O'Shaughnessy Cultural Arts Center, and an amended lease is attached to this Resolution as Exhibit "A;" and

WHEREAS, it will be in the best interests of the City of Whitefish, and its inhabitants, to approve the amended lease attached to this Resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Whitefish, Montana, as follows:

Section 1: The amended lease attached hereto as Exhibit "A" is hereby approved, and the City Manager is authorized to execute the amended lease on behalf of the City.

Section 2: Upon execution of the amended lease by the City and the Whitefish Theatre Company, the lease shall be recorded with the Flathead County Clerk and Recorder.

Section 3: This Resolution shall take effect immediately upon its adoption by the City Council, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS 4TH DAY OF ~~APRIL, 2009.~~ MAY, 2009.



MICHAEL JENSON, MAYOR

ATTEST:



Necile Lorang, City Clerk

Return to: Necile Lorang, City Clerk
City of Whitefish
PO Box 158
Whitefish, MT 59937-0158



Paula Robinson, Flathead County MT by NW

200900034479
Page: 1 of 7
Fees: \$69.00
12/16/2009 8:56 AM

LEASE AGREEMENT
(Whitefish Theatre Company)

THIS AGREEMENT, made and entered into this 2nd day of December, 2009, by and between THE CITY OF WHITEFISH, a municipal corporation, hereinafter called "CITY" and the WHITEFISH THEATRE COMPANY, a non-profit corporation, hereinafter called "WTC."

WITNESSETH:

WHEREAS, the Whitefish Community Center Company, a Montana non-profit corporation, has constructed a public theatre building, known as the I.A. O'Shaughnessy Cultural Arts Center (hereafter the "THEATRE BUILDING"), located at 1 Central Avenue, in Whitefish, on real property owned by the CITY; and

WHEREAS, initially the CITY leased the land on which the THEATRE BUILDING was located to WTC pursuant to a Lease dated December 29, 1995; and

WHEREAS, the Whitefish Community Center Company thereafter deeded the THEATER BUILDING to the CITY, by Quitclaim Deed dated January 18, 2001, and recorded with the Flathead County Clerk and Recorder on February 16, 2001, as Document No. 200104708070; and

WHEREAS, the CITY and WTC entered into a new Lease, of the THEATRE BUILDING and the land, which superseded the December 29, 1995, Lease, which new Lease was dated February 6, 2001, and recorded with the Flathead County Clerk and Recorder on February 16, 2001, as Document No. 200104708080; and

WHEREAS, the CITY and WTC entered into a new Lease, of the THEATRE BUILDING and the land, which superseded the February 6, 2001, Lease, which new Lease was dated December 7, 2005, and recorded with the Flathead County Clerk and Recorder on December 21, 2005, as Document No. 200535510310; and

WHEREAS, the Parties intend this Lease to supersede and replace the December 7, 2005, Lease;

E038906





NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION: The term THEATRE BUILDING, as used herein, shall refer to and include the exterior walls (including all vertical support beams and bases) and roof of the building, and all portions of the building and fixtures located within such exterior walls and roof. The term THEATRE BUILDING shall also include any fixtures or other items attached to the exterior walls and roof of the building, including lights, ventilation pipes, windows, signs, and any other fixtures or items. Finally, the term THEATRE BUILDING shall also include the kiosk and all utility, heating and cooling boxes and structures located outside of the building structure. The term REAL PROPERTY shall include all of the land and improvements surrounding the THEATRE BUILDING, including curbs, sidewalks, lawn, parking lot, light poles, signs, landscaping, benches, trash receptacles, fire hydrant, and all other items not included within the definition of the THEATRE BUILDING.

2. LEASE OF THEATRE BUILDING: The CITY does demise, lease and let to WTC, and WTC does agree to lease and rent from the CITY, the THEATRE BUILDING under the following terms and conditions.

3. BASE TERM: The Base Term of this Lease shall be for a term of thirty (30) years, beginning from the date of occupancy, which the parties agree began on March 1, 1998.

4. OPTION TERM: CITY grants to WTC the option to renew this Lease for three (3) consecutive terms of ten (10) years each, commencing after expiration of the Base Term. WTC shall exercise each Option Term in writing to the CITY not less than one hundred eighty (180) days prior to the expiration of each existing term.

5. CONSIDERATION: WTC shall pay to the CITY, as rent during the Base Term and Option Term the sum of One Dollars and no/100 (\$1.00) per year in advance, with the first rent payment due on March 1, 1998. Rent for each subsequent year of the Base and Option Term of this Lease is due and payable on the annual anniversary date hereof.

6. INSURANCE:

A. Property Damage Insurance. The CITY shall obtain property damage insurance with respect to the THEATRE BUILDING and the REAL PROPERTY, and shall be responsible for payment of any deductible amount with respect to claims covered by such insurance. The CITY'S provision of property insurance shall not reduce or relieve WTC's obligation to provide maintenance, repair and replacement as required by Paragraph 8. WTC shall obtain and provide property damage insurance covering all of WTC's personal property located in the THEATRE BUILDING.

B. Liability Insurance. The CITY shall obtain and provide general liability insurance with respect to the THEATRE BUILDING and the REAL PROPERTY, which insurance shall cover the acts or omissions of CITY officers and employees. WTC, its officers and employees, shall be named as additional insured parties on such general



liability insurance policy when WTC is serving as booking agent and leasing or allowing the use of the THEATRE BUILDING by anyone for non-WTC sponsored events.

7. UTILITIES: It shall be the sole responsibility of WTC to provide for water, electrical and gas, telephone and all other utilities supplied to the THEATRE BUILDING, and WTC shall be responsible for the monthly cost of such utilities during the term of this Lease. WTC shall also provide and pay for trash and garbage removal from the THEATRE BUILDING. It shall be the sole responsibility of the CITY to supply water for irrigation of the lawn and landscaping on the REAL PROPERTY, and electricity for lighting of the REAL PROPERTY.

8. MAINTENANCE OF THEATRE BUILDING: WTC shall maintain the THEATRE BUILDING in good condition during the term of this Lease. WTC's obligation to maintain the THEATRE BUILDING shall include the repair and replacement, as needed, of all portions of the THEATRE BUILDING, including but not limited to all fixtures, walls, windows, roof, plumbing, electrical, heating and cooling. In order to insure that maintenance, repair and replacement of the THEATRE BUILDING will occur as needed, WTC shall establish schedules for maintenance, repair and replacement of all major components of the THEATRE BUILDING, based on the useful lives of such components. WTC shall thereafter budget for the necessary maintenance, repair and replacement, and shall establish a fund adequate to conduct such maintenance, repair and replacement based on the schedules described above. The CITY shall be entitled to review and approve the schedules, budget, and fund.

9. MAINTENANCE OF REAL PROPERTY: The CITY shall maintain the REAL PROPERTY in good condition during the term of this Lease. The CITY's obligation to maintain the REAL PROPERTY shall include snowplowing, maintenance and winterizing of the irrigation system, maintenance of the lawn, flower beds, and landscaping, weed control, maintenance of signs located on the REAL PROPERTY, maintenance of the sidewalks, benches, trash receptacles, and all other personal property or fixtures located on the REAL PROPERTY and outside of the THEATRE BUILDING.

10. USE:

A. THEATRE BUILDING. WTC shall have priority rights to use the THEATRE BUILDING as it deems necessary for its productions or for productions that it arranges or promotes. It is the intention of all parties that WTC shall manage the THEATRE BUILDING and serve as the "Booking Agent." When not in use by WTC the facility shall be available for use by anyone for a myriad of functions. When anyone other than WTC uses the THEATRE BUILDING, WTC shall be entitled to charge a reasonable fee to reimburse WTC for all costs of such use, including but not limited to administrative costs, janitorial costs, professional cleaning costs when necessary, and for the cost of any technical assistance needed to operate the lights, sound system, technical equipment, film equipment and similar costs. When the THEATRE BUILDING will be used for periods of 12 hours or more, WTC shall be entitled to charge users based on its average daily cost of operating the THEATRE BUILDING. WTC may also require insurance, if the risk created by the user, in the opinion of WTC, justifies such requirement. The CITY may from time to



time use the THEATRE BUILDING for public hearings and this limited use shall be free of charge. No permanent, ongoing sales of retail goods shall occur at the THEATRE BUILDING, although it shall be permissible for refreshments and/or retail goods to be sold by WTC or its subtenants on an event-by-event basis, if such goods are related to the event then being conducted.

B. REAL PROPERTY. The CITY shall manage the REAL PROPERTY and serve as the "Booking Agent" for the REAL PROPERTY.

11. SALE OF ALCOHOLIC BEVERAGES: The sale of alcoholic beverages in the THEATRE BUILDING by users other than WTC shall be permitted only on a case-by-case basis, and subject to the terms of this paragraph. If a community member or organization proposes to sell alcoholic beverages in connection with its use of the THEATRE BUILDING, it shall be entitled to do so only if it has obtained prior written approval of both WTC and the CITY, after having first submitted a written application, describing the nature of its use of the THEATRE BUILDING and the extent of the proposed sale of the alcoholic beverages. Any community member or organization proposing to sell alcoholic beverages in connection with its use of the THEATRE BUILDING shall sign an agreement to comply with all City and State laws, regulations and ordinances regulating the sale and use of alcoholic beverages.

12. USE OF ALCOHOLIC BEVERAGES: The use and sale of alcoholic beverages by WTC shall be permitted without the need to obtain approval by the CITY. The use of alcoholic beverages, without sale, by a community member or organization may be permitted by WTC on a case-by-case basis. Any community member or organization proposing to use alcoholic beverages in connection with its use of the THEATRE BUILDING shall sign an agreement to comply with all City and State laws, regulations and ordinances regulating the provision and use of alcoholic beverages.

13. COORDINATION WITH PROGRAMS: The parties acknowledge that WTC and the CITY'S Recreation and Parks Department occasionally sponsor programs, or classes, that are similar in nature. In order to avoid conflicts and unnecessary competition, the parties agree that before sponsoring a program or class that may be sponsored by the other party, they shall communicate and coordinate to insure as little conflict and competition as possible.

14. ASSIGNABILITY: This Lease is not assignable without prior written approval of the City Council. WTC shall have the right to sublet the improvements for uses connected and logically associated with cultural uses. Any subletting does not relieve WTC from any of its obligations herein.

15. ALTERATIONS OR IMPROVEMENTS: Prior to making alterations or improvements to the THEATRE BUILDING, WTC shall first notify the CITY, in writing, of the proposed changes, and shall provide sufficient detail in order to permit the CITY to evaluate the proposed changes. The CITY may request additional information concerning the proposed changes. The CITY shall, within thirty (30) days of receipt of all necessary



information, indicate its approval or disapproval of the proposed changes. The CITY shall not unreasonably withhold its approval.

16. TERMINATION: This Lease may be terminated by either party giving to the other party ninety (90) days written notice, however, in the case of the CITY such notice of termination shall only be for (1) delinquency in the payment of rent, (2) violation of CITY ordinances or any covenant herein contained, (3) abandonment of the THEATRE BUILDING by WTC, or (4) if WTC ceases to exist as an organization; which condition continues for forty-five (45) days unabated. If the CITY provides notice of termination for any of the reasons set forth above, WTC shall have forty-five (45) days to cure the situation giving rise to such notice. If a cure is effected by WTC within such time period, then the Lease shall be fully reinstated.

17. NON-PROFIT QUALIFICATION: Throughout the entire term of this Lease WTC shall remain a non-profit corporation, qualified as such under Section 501(c)(3) of the Internal Revenue Code. The failure to maintain qualification as a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code shall be considered a material breach of this Lease.

18. WTC BOARD OF DIRECTORS: WTC agrees that during the term of this Lease, the CITY shall be entitled, if it desires, to have a representative from the CITY serve on its Board of Directors. The representative appointed by the CITY, if any, shall be either a Council member or a member of the City staff.

19. NO NUISANCE: At all times during the term of this Lease, WTC shall operate the THEATRE BUILDING in a manner so as not to create or maintain a public nuisance.

20. COMPLIANCE WITH LAWS: WTC shall at all times comply with all applicable ordinances, laws, and regulations with respect to the operation and management of the THEATRE BUILDING, including laws prohibiting discrimination, and shall apply for and obtain all required governmental permits in a timely manner.

21. INDEMNIFICATION: Except for claims arising out of acts or omissions of the CITY and those arising out of use of the REAL PROPERTY unrelated to the use of the THEATRE BUILDING, WTC shall indemnify, defend, and hold the CITY harmless from any and all claims, lawsuits, or causes of action for which the CITY has no insurance coverage, or which exceed the amount of the CITY's insurance coverage, under the CITY's general liability and/or property damage insurance policies. This obligation to indemnify, defend and hold harmless shall extend to any type of claim or action against the CITY, whether for damages or otherwise, and shall include the obligation to pay attorney's fees and other legal costs on behalf of the CITY.

22. VISITOR'S CENTER: The CITY agrees that WTC shall be permitted to cooperate with the Whitefish Chamber of Commerce, if both organizations desire, to establish a visitor's center in the THEATRE BUILDING or on the REAL PROPERTY, as agreed by the two organizations.



23. ATTORNEY'S FEES: In the event of any litigation to enforce or interpret the provisions of this Lease, or to remedy a breach thereof, the prevailing party shall be entitled to reasonable attorneys' fees as fixed by the court.

24. ENTIRE AGREEMENT: This Lease contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter contained in this Lease which are not fully expressed herein. The provisions of this Lease may be waived, altered, amended or repealed in whole or in part only upon the written consent of all parties to this Lease.

25. PARTIAL INVALIDITY: Each term, covenant, condition or provisions of this Lease shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provisions shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

26. GOVERNING LAW: The construction of this Lease, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Montana.

27. SUCCESSORS IN INTEREST: Subject to the restrictions against assignment as herein contained, this Lease shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estate, heirs, and legatees of each of the parties hereto.

28. NECESSARY ACTS: Each party to this Lease agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Lease.

29. SUPERSEDES PRIOR LEASE: This Lease supersedes and replaces the Lease dated December 29, 1995, the Lease dated February 6, 2001, and the Lease dated December 7, 2005, between the parties.

CITY OF WHITEFISH

ATTEST:

By: 
Charles C. Stearns, City Manager


Necile Lorang, City Clerk

WHITEFISH THEATRE COMPANY

ATTEST:

By: 
Stephen R. Elm, President


Lynn Grossman, Secretary



Paula Robinson, Flathead County MT by NW

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

On this 3 day of December, 2009, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared CHARLES C. STEARNS and NECILE LORANG, known to me to be the City Manager and City Clerk for the City of Whitefish, whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



VANICE WOODBECK
NOTARY PUBLIC for the
State of Montana
Residing at
Whitefish, Montana
My Commission Expires
February 23, 2012

Vanice Woodbeck
Printed Name _____
Notary Public for the State of Montana
Residing in _____
My commission expires: _____

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

On this 2nd day of December, 2009, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared STEPHEN R. ELM, known to me to be President of the corporation that executed this instrument, who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

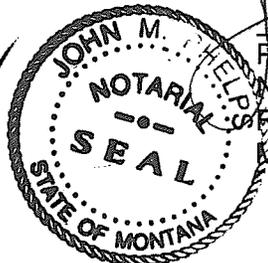


John M. Phelps
Printed Name John M. Phelps
Notary Public for the State of Montana
Residing in Whitefish, MT
My commission expires: 7-7-2011

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

On this 3rd day of December, 2009, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared LYNN GROSSMAN, known to me to be Secretary of the corporation that executed this instrument, who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



John M. Phelps
Printed Name John M. Phelps
Notary Public for the State of Montana
Residing in Whitefish, MT
My commission expires: 7-7-2011

MEMORANDUM

#2014-022



To: Mayor John Muhlfield
City Councilors

From: Chuck Stearns, City Manager

A handwritten signature in blue ink that reads "Chuck Stearns".

Re: Staff Report – Mountain Mall revised request for \$200,000 of Tax Increment Fund Assistance for an exterior renovation at the Mountain Mall

Date: June 10, 2014

Introduction/History

Tom Kraus, manager of the Mountain Mall for the Carrington Company, called and met with me several times since last October regarding a project he was working on to remodel the Mall and attract a new large tenant. Included in the project would be an exterior renovation to complement the exterior renovation recently completed by Sportsman & Ski Haus. (FYI - Super 1 Foods and Sportsman & Ski Haus own their portion of the building – The Carrington Company owns everything in between them). Tom has worked and re-worked his project to the point where he presented it to the Mayor and City Council for consideration at the May 21st City Council meeting. The City Council denied the request for Tax Increment Fund (TIF) assistance at that meeting (see attached minutes of the May 21st meeting).

Current Report

Attached in the packet is a letter of request with attachments from Tom Kraus describing the project and the revised request for \$200,000 of Tax Increment Funds. I have worked with Tom to refine the property tax and valuation calculations and his TIF calculations are done correctly, given his assumptions. He assumes a 6% growth in the annual valuation which assumes that the 2015 Legislature would again phase in increased valuations over a 6 year period. Moreover, in his proposal, he says that if Tax Increment revenues do not equal the \$200,000 by 2020, they will pay a check back to the City for the balance. The details of this aspect and other aspects would be defined and detailed in a future development agreement.

The Tax Increment Fund is where this sort of project belongs and we have funded exterior renovations historically through an interest rate buy-down program (see the brochure in the packet). Early on, Tom said that a loan or interest rate buy-down would not work for their

project and he said he did not get much interest in a loan for the exterior façade improvements when he approached a local bank. Thus, they proposed their request as a grant which would be returned to the City via increased Tax Increment property tax payments and increased Resort Tax.

Financial Requirement

The funding contribution would not likely come until the FY15 budget after July 1st as we would not make any payment until after construction was complete. The Tax Increment Fund can afford this contribution in FY15. Given that Mr. Kraus and the Carrington Company are guaranteeing full repayment of the \$200,000, there is no long term cost to the Tax Increment Fund. I am also including in the packet a copy of the most recent spreadsheet showing the future cash flow projections for the Tax Increment Fund.

Recommendation

City staff respectfully recommends that the City Council consider approving the request of \$200,000 of Tax Increment Funds towards the exterior improvements at the Mountain Mall and direct staff to work with the applicant on a development agreement. I personally feel it is an appropriate request for several reasons:

- It is approximately 4.3% of one year's worth of TIF revenue (\$4,635,214 budgeted for FY15), so it is not a huge impact.
- TIF repayments by 2020 are guaranteed by the company. Additional Resort Tax revenue would be an added bonus.
- We have put a lot of Tax Increment Funds into the downtown area in recent years and propose to do so with the City Hall/Parking Structure project and it would be good to provide some assistance on Hwy 93 South (even if there are more blighted properties out there than the mall – however, owners of those properties have not come forward with redevelopment proposals).
- The proposed business might diminish the leakage of retail sales out of Whitefish for the products they sell.

southeast corner of Lot 1 and southwest corner of Lot 2, Birch Point, in order to assist reconstruction and future work on the Birch Point Sewer Pump Station (p. 67)

This item was withdrawn by the City.

8) COMMUNICATIONS FROM CITY MANAGER (CD 19:14)

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 87) – None.**
- b) Other items arising between May 14th and May 19th**

City Manager Stearns said on page 88 in his report he addressed the 911 Center funding issues that Police Chief Dial discussed during his comments under Volunteer Boards. Along with the proposal to have a county-wide levy, a Special District fee or assessment for residential and commercial units, similar to the flat fee assessed by the landfill, is being considered. That still has to be proposed to the County Commissioners. The combination would build up the fund for more capital improvements and work better over time.

Manager Stearns, as a reminder, invited the Council and the Public to attend an Open House, Wednesday evening, at 7:00 pm at Grouse Mountain Lodge to meet and greet the four finalists who have applied for the Parks and Recreation Director, the committee will hold interviews on Thursday.

c) Consideration of a request for \$400,000 of Tax Increment Funds to assist an exterior façade renovation at the Mountain Mall, 6475 Hwy 93 South (p. 106)

Manager Stearns said for the last few months he and the Mayor have met with Tom Kraus, manager of the Mountain Mall (Mall), to discuss options regarding a Mall remodeling project being planned that they hope will attract a new large tenant in the Mall. The packet includes the request and calculations of the project. Mountain Mall is requesting \$400,000 of Tax Increments Funds (TIF) to assist with the exterior renovation. Since the TIF ends in 2020, there is limited time for repayment of the entire \$400,000 return to the taxpayers from increased property valuation and higher taxes; so the Mall projects the remainder would be recouped through increased Resort Tax collections. In addition, Carrington Company, owner of the mall, proposed to cover any shortfall at the end of 2020 with a check from them. Upon approval of this concept, details would be worked out in a Development Agreement which would be brought back to Council for their consideration. Manager Stearns said there are enough funds in the TIF for this project if the Council approves the concept.

Tom Kraus approached the Council with the presentation. He said the Mall, since its beginning in the 1980s, has historically had high vacancy rates and high tenant turnover and they are presented with an opportunity to stabilize the Mall and community economy. The project involves a remodel both internally and externally. Discussions with the Whitefish Chamber of Commerce led to the information that a moderate-priced general merchandise and clothing store is needed in Whitefish; so the Mall searched for companies to fill that need and are currently negotiating with ShopKo Hometown, a small town format of the ShopKo chain. The current agreement is contingent upon the Mall getting an exterior facelift. The current exterior has fallen into disrepair and has been described as “blighted” so they feel it fits the definition required to receive TIF. He said the proposal in the packet includes the cost estimates and projected returns on the investment through increased property taxes and increased Resort Tax collections, along with the promise from the Carrington Company to issue a check if there was any shortfall. He said the information in the packet was based on estimates and for illustrative purposes only. ShopKo has verbally agreed to the exterior remodeling plans but they will be contingent upon Whitefish Architectural Committee approval; and when asked by Councilor

Barberis if ShopKo has approved of the colors as presented, he said they had – the store front will not be their typical red, white, and blue. They'd like to update the outside of the Mall to compliment the recent facelift done by the Sportsman Ski Haus, this project would start there and go all down the front to the Super 1 Store. Councilor Hildner asked if the Sportsman Ski Haus did their remodel on their own and Mr. Kraus said the Mall gave them \$200,000. Councilors Anderson and Frandsen and Sweeney all expressed their concern that historically TIF development funds are used for public structures and infrastructure, and not to assist private enterprise. Mr. Kraus was asked why not a loan provided by the City's Business Rehabilitation Loan Program (packet page 119), as other businesses in Whitefish have done; and Mr. Kraus said the Mall considered the loan but it didn't work for them so they came back with the current proposal. Councilors Feury and Sweeney both expressed the concern on the mix of revenue streams; development funds from TIF then partial reimbursement to TIF from property taxes but the remainder from Resort Taxes. When asked by the Council about the risk being taken, if all the reimbursements fell short would there be a guarantee that they could count on for full payback, Mr. Kraus said the Carrington Company has 47 properties in 32 states. They have been a stable company for 40 years; they could be depended upon to fulfill the terms of the development agreement.

Councilor Frandsen offered a motion, second Councilor Anderson, to deny the request of \$400,000 of Tax Increment Funds towards the exterior improvements at the Mountain Mall.

Councilor Frandsen spoke to her motion saying this proposal sent up red flags for her; the proposal sets out strong projections so why couldn't it just go for traditional financing instead of tying up the TIF. The remodeling proposal seems to be outside the realm of what is needed for an agreement with ShopKo. If approved, this could be a slippery slope, opening up for more requests from private businesses for public funds when there could be other ways to do it. More discussion followed between Mr Kraus and Council.

The motion to deny the request was approved by four (4) aye votes and two (2) no votes. Councilors Feury and Barberis voting in the negative.

d) Consideration of a request from NDI Inc. (Sean and Brian Averill) for a preliminary commitment of Tax Increment Funds to relocate and improve infrastructure for a proposed boutique hotel on Block 46 – SE corner of 2nd Street and Spokane Avenue (Hwy 93) (p.121)

Manager Stearns said this request is similar to the last in that, again, it is a private enterprise requesting Tax Increment Funds (TIF) assistance. The applicants have met with both himself and Public Works Director Wilson regarding their request. The proposal is similar to one considered by Council last year from Orlan Sorenson, however the development plans are still in early stages. The assistance of TIF would go towards the relocation of the sewer main that runs under Block 46, and street improvements. Last year's cost estimates from the prior request may be lower than today's construction costs, but at that time the Council gave their preliminary commitment of \$543,345. This proposal does not include the extensive streetscape and parking capacity of the former proposal, so staff's recommendation is to limit their commitment up to \$513,633 in TIF if they agree this is an appropriate use of the funds.

Sean Averill said the designs in the packet starting on page 126 are just renderings of their basic idea for an 80-room boutique hotel on Block 46 at the SE corner of 2nd Street and Spokane Avenue. The request for TIF assistance is for a public private partnership to address the relocation of the 3rd Street sewer main and road reconstruction of E. 3rd Street and Kalispell Avenue. They plan to have a classic and historic design and provide the need for more rooms downtown. The increased tax base will repay the TIF and the project would provide community benefit in other ways as well, as clients of a boutique hotel shop, dine, and recreate off-

PARTICIPATING LENDERS

The Whitefish Credit Union

American Bank of Whitefish

Glacier Bank of Whitefish

First Interstate Bank of Whitefish

Mountain West Bank

ParkSide Federal Credit Union

ELIGIBILITY

Property owners and/or tenants located within the Tax Increment District are eligible applicants to the Whitefish Business Rehab Program. Please call if you have questions whether your business is within the TIF District.

Eligible renovation work includes only work which requires a City building or plumbing permit and includes:

- Renovations to eliminate building code deficiencies
- Upgrading or creating handicapped access
- Capital Improvements to the real estate (permanent fixtures)
- Exterior storefront improvements (including signs)

Items NOT eligible include:

- Acquisition of Property
- New construction on a vacant lot or post-demolition
- Landscaping or paving unless part of a bigger project which requires a building permit.



THE WHITEFISH BUSINESS REHABILITATION LOAN PROGRAM

The City of Whitefish and local lenders are offering low interest loans to assist Whitefish businesses make physical improvements to their buildings.

The Whitefish Business Rehabilitation Program

The Whitefish Business Rehabilitation Program was created to assist Whitefish businesses make physical improvements to existing buildings.

The City of Whitefish is buying down the interest rates in order to offer low interest loans. The Program will buy down half of the interest rate up to a maximum of five points. The program will buy down five points from the lowest interest rate available at the lending institution at the time of the loan or 50% whichever is less.

The financial institutions are funding and securing the principle to the loan amount. Subsidized business rehab loans through this City program typically obtain an interest rate of 3.5 percent or less.

The interest subsidy is funding through the use of Tax Increment Funds (TIF) from the Whitefish Urban Renewal District. The use of these public funds is intended to improve the tax base and to stimulate the revitalization of the Whitefish business community.

LOAN TERMS

The program was created to aid business finance repairs or improvements that they would be unable to complete without the Program. Therefore application must be approved before any work begins.

The maximum buy down amount is \$30,000.

Loan terms are five years. Loans will vary, but the interest should be figured using 5 year terms.

The City of Whitefish is buying down the interest rate. The City is paying the interest up front. Businesses must qualify by the standards set by the participating financial institution.

This program is only for long term or mortgage loans, not for new construction loans.

PROCEDURE

1. Fill out an application and submit to:

Lori Collins
Whitefish Business Rehab Program
PO Box 1237
Whitefish, MT 59937-1237
862-4146
2. Staff will review your application for eligibility and conformance to program guidelines.
3. You apply to one of the participating lenders listed in this brochure.
4. Once you are approved by both the business rehab program and the lending institution, the loan officer will contact the program with the total loan amount. The loan officer will then compute the finance charges and interest rates at the lowest bank rate you qualify for and then compute the finance charges and interest at five points below that rate or half that rate, whichever is less.
5. The loan officer will send a letter to the program clearly stating the difference between the interest rates.
6. The City will send a check to the lending institution for the interest buy down amount.

	A	B	E	F	G	H	I	J	K	L	M
37	TIF Financial Plan July 2013 through July 2020										
38				FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
39	Beginning Cash Balance			\$ 2,059,195	\$ 1,484,756	\$ 1,089,124	\$ 1,774,267	\$ 3,796,566	\$ 5,640,315	\$ 8,080,630	
40	Revenues										
41	Property Taxes ¹			\$ 4,447,226	\$ 4,669,587	\$ 4,903,067	\$ 5,148,220	\$ 5,405,631	\$ 5,675,913	\$ 5,959,708	\$ 36,209,352
42	State Entitlement Payment			148,194	148,194	148,194	148,194	148,194	148,194	148,194	1,037,358
43	Miscellaneous			25,000	18,750	18,750	18,750	18,750	18,750	18,750	137,500
44	Total Revenues			\$ 4,620,420	\$ 4,836,531	\$ 5,070,011	\$ 5,315,164	\$ 5,572,575	\$ 5,842,857	\$ 6,126,652	\$ 37,384,210
45	Expenditures										
46	TIF Bond Debt Service (last yr use 1.5mill reserve)			\$ 1,783,824	\$ 1,778,986	\$ 1,778,886	\$ 1,776,586	\$ 1,780,933	\$ 1,779,898	\$ 1,973,170	\$ 12,652,283
47	Semi-annual School Payment ¹			650,000	682,500	716,625	752,456	790,079	829,583	871,062	5,292,305
48	Transfer to City Hall Fund ²			250,000	\$1,500,000	737,142					2,487,142
49	Salaries and O&M ³			364,735	375,677	386,947	398,556	410,512	422,828	435,513	2,794,768
50	Business Rehab Loan			30,000	30,000	30,000	30,000	30,000	30,000	30,000	210,000
51	Land Purchase										
52	Urban Renewal Projects:										
53	Misc Urban Renewal Projects			15,000	15,000	15,000	15,000	15,000	15,000	15,000	105,000
54	High School TIF project			750,000	750,000						1,500,000
55	Depot Park (\$2 million) (phase 2-4)			547,000	-	620,267	220,267	602,302	225,233		2,215,068
56	Ped-Bike bridge to Skye Park (Total ~\$600k)			249,300			?				249,300
57	Develop additional downtown parking	\$6,500,000		?	?						-
58	Assist Private Developer - Boutique Hotel	\$515,000		?	?	?	?	?	?		-
59	Assist Private Developer - Idaho Timber			?	?	?	?	?	?		-
60	Assist Private Developer - N. Valley Hospital			?	?	?	?	?	?		-
61	Assist Private Developer - Other Redevelopment			100,000	?	?	?	?	?		100,000
62	Downtown/O'Shaugnessy Restrooms			100,000							100,000
63	Other Real Estate Committee Land Purchase Options			?	?	?	?	?	?		-
64	Housing Authority			50,000							50,000
65	Chamber (\$96k)	\$96,000									-
66	Depot Park Snow Lot (phase 5 of depot park)	\$550,000									-
67	Install/refurbish water & sewer lines throughout district			?	?	?	?	?	?		-
68	Miscellaneous			205,000	-	-	-	-	-	-	205,000
69	Contingency			100,000	100,000	100,000	100,000	100,000	100,000	100,000	700,000
70	Total Approximate Non-Committed	\$7,661,000									-
71	Total Expenditures			\$ 5,194,859	\$ 5,232,163	\$ 4,384,868	\$ 3,292,865	\$ 3,728,826	\$ 3,402,541	\$ 3,424,745	\$ 28,660,867
72	Revenues less Expenditures			\$ (574,439)	\$ (395,632)	\$ 685,143	\$ 2,022,299	\$ 1,843,749	\$ 2,440,316	\$ 2,701,907	\$ 8,723,343
73	Ending Cash Balance			\$ 1,484,756	\$ 1,089,124	\$ 1,774,267	\$ 3,796,566	\$ 5,640,315	\$ 8,080,630	<u>\$ 10,782,538</u>	
74	1 Assumes 5% growth per year										
75	2 Assumes City Hall construction for \$4,800,000 in 2014, \$750k land already purchased. Current available, Apr '13, plus future impact fees = \$2,313,000										
76	3 Assumes 3% growth per year										
								Prepared		9/25/2013	

MOUNTAIN MALL

Whitefish, Montana
(406) 862-6255

**The Carrington Company
Mountain Mall Office
6475 Hwy. 93 S.
Whitefish, MT 59937**

June 9, 2014
Mayor John Muhlfield & Whitefish City Council
418 E. Second Street
Whitefish, MT 59937

Dear Council Members and Mayor Muhlfield,

The Mountain Mall has reflected upon the comments made by the city council and would like to submit an amended request for TIF funds from the city.

The Mountain Mall has an opportunity to remodel the face of the building between Sportsman and Ski Haus and Super 1 Foods. The Sportsman and Ski Haus has done a spectacular job of updating their Whitefish store and the mall owners would like to expand on that image.

The brick façade has fallen into disrepair with no simple or economically feasible fix. The exterior of the mall has been described as "blighted" and I believe it fits the definition of blighted in Montana code annotated.

The Carrington Company general manager and I approached the Whitefish Chamber of Commerce, board of directors, in June of 2013. We asked them what type of retailer is Whitefish missing and what is needed in our community. The overwhelming response was an affordably priced general merchandise and clothing store.

The Mall has entered into lease negotiations for a ShopKo Hometown Store. ShopKo Hometown is the small town format of the ShopKo chain. This store will offer affordably priced general merchandise and clothing, which ideally fits the needs related to us from the Whitefish community.

This project will allow us to remodel the exterior of the shopping center far beyond the face of the new retailer. The lease agreement is contingent upon the Mall getting an exterior facelift and the facelift is contingent upon the mall getting help in the form of TIF funding.

The complete project cost estimate is approaching \$3,700,000.00. The cost of the exterior remodel is now estimated at \$650,000.00. The TIF funding would be used to pay only for exterior remodel items.

The Mall is requesting \$200,000.00 or approximately 5.4% of the total project. The funding will be contingent upon the Full execution of a lease agreement with ShopKo Stores Operating Co., LLC., which is contingent upon Whitefish Architectural Committee approval.

The investment will be repaid through the increase in property taxes. We are prepared to guarantee that The City will receive full repayment of the \$200,000.00 through TIF contributions increases by 2020.

I have included a, cost-based, spreadsheet demonstrating how the tax base and TIF Fund will be increased by the investment in construction. I have prepared 2 other, income-based, spreadsheets that Chuck Stearns has reviewed and can verify the cumulative projected TIF return in the range of \$175,000 - \$237,000, by 2020.

If our projections are off; we are prepared to write a check for the balance of the \$200,000.00. The details will be defined in a development agreement with the city of Whitefish.

This is the 1st time that the Mountain Mall has had the ability to provide adequate space for this type of retailer, the level of interest, in Whitefish, from this type of retailer, and the economic feasibility to complete a project this large. I feel that this window of opportunity will not repeat itself any time soon.

Please consider that this project benefits, not just one business, but will benefit all 24 businesses in the mall. It will also create an attractive facility within the gateway to Whitefish and keep millions of dollars per year within our community rather than being spent outside.

The Carrington Company respectfully requests that the City of Whitefish grant TIF funding, in the amount of \$200,000.00 (Two Hundred Thousand Dollars), for the exterior remodel of the Whitefish Mountain Mall.

Major Points:

- The Mountain Mall exterior is a blighted property
- Blighted property is appropriate investment for TIF funding
- The mall has an opportunity to bring a business to Whitefish that is requested by the Whitefish community
- The TIF funding will only be used for exterior remodel work
- The TIF moneys will be paid back with TIF tax funds.
- The project will show a significant increase in resort tax dollars
- The TIF investment will help over 20 businesses
- The project creates an attractive gateway business for entry to Whitefish
- Estimated net Job increase of 20+
- Current resort tax contribution from Mountain Mall - \$102,829 -2013
- Current TIF contribution from Mountain Mall - \$0.00
- Estimated resort tax increase - \$400,000.00 cumulative by 2020.
- Estimated TIF Contribution with new tenant - \$200,000 - \$250,000, cumulative, by end of 2020.
- Whitefish Architectural Committee has shown support for the design project in its May 6th preliminary meeting.

Sincerely,

Tom Kraus



Manager/ Mountain Mall

Operations/Leasing for The Carrington Company

INFORMATION HERIN IS BASED ON ESTIMATES AND FOR ILLISTRATIVE PURPOSES ONLY.

Montana Code Annotated 2013

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7-15-4206. Definitions. The following terms, wherever used or referred to in part 43 or this part, have the following meanings unless a different meaning is clearly indicated by the context:

(1) "Agency" or "urban renewal agency" means a public agency created by [7-15-4232](#).

(2) "Blighted area" means an area that is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, that substantially impairs or arrests the sound growth of the city or its environs, that retards the provision of housing accommodations, or that constitutes an economic or social liability or is detrimental or constitutes a menace to the public health, safety, welfare, and morals in its present condition and use, by reason of:

(a) the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of buildings or improvements, whether residential or nonresidential;

(b) inadequate provision for ventilation, light, proper sanitary facilities, or open spaces as determined by competent appraisers on the basis of an examination of the building standards of the municipality;

(c) inappropriate or mixed uses of land or buildings;

(d) high density of population and overcrowding;

(e) defective or inadequate street layout;

(f) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

(g) excessive land coverage;

(h) unsanitary or unsafe conditions;

(i) deterioration of site;

(j) diversity of ownership;

(k) tax or special assessment delinquency exceeding the fair value of the land;

(l) defective or unusual conditions of title;

(m) improper subdivision or obsolete platting;

(n) the existence of conditions that endanger life or property by fire or other causes; or

(o) any combination of the factors listed in this subsection (2).

(3) "Bonds" means any bonds, notes, or debentures, including refunding obligations, authorized to be issued pursuant to part 43 or this part.

(4) "Clerk" means the clerk or other official of the municipality who is the custodian of the official records of the municipality.

(5) "Federal government" means the United States of America or any agency or instrumentality, corporate or otherwise, of the United States of America.

(6) "Local governing body" means the council or other legislative body charged with governing the municipality.

(7) "Mayor" means the chief executive of a city or town.

(8) "Municipality" means any incorporated city or town in the state.

(9) "Neighborhood development program" means the yearly activities or undertakings of a municipality in an urban renewal area or areas if the municipality elects to undertake activities on an annual increment basis.

(10) "Obligee" means any bondholder or agent or trustee for any bondholder or lessor conveying to the

Mountain Mall projected TIF Contribution

Cost Approach w/6%annual increase

Base TIF Value \$ 5,607,330 Base state value necessary for TIF contributions to begin

Current Base Value 2013 \$ 3,506,728 Current annual TIF Contribution = \$0.00

Year	Add	Retail market value	State market value	Taxable value	Incremental Taxable Value	TIF Contribution
2014		\$ 4,651,604	\$ 3,651,509.14	\$ 90,192.28		
2015*	3,000,000	\$ 7,651,604	\$ 6,006,509.14	\$ 148,360.78		
2016		\$ 8,110,700	\$ 6,366,899.69	\$ 157,262.42		
2017		\$ 8,597,342	\$ 6,748,913.67	\$ 166,698.17	\$ 76,505.89	\$ 42,002
2018		\$ 9,113,183	\$ 7,153,848.49	\$ 176,700.06	\$ 86,507.78	\$ 47,493
2019		\$ 9,659,974	\$ 7,583,079.40	\$ 187,302.06	\$ 97,109.79	\$ 53,313
2020		\$ 10,239,572	\$ 8,038,064.16	\$ 198,540.18	\$ 108,347.91	\$ 59,483
Total						\$ 202,291

* Projected Construction Completion at a cost of \$3,000,000

Mountain Mall projected TIF Contribution

Income Approach 9.5 cap rate

Base TIF Value \$ 5,607,330 Base state value necessary for TIF contributions to begin

Current Base Value 2013 \$ 3,506,728 Current annual TIF Contribution = \$0.00

Year	NOI	Retail market value	State market value	Taxable value	Incremental Taxable Value	TIF Contribution
2014	393298	\$ 4,139,979	\$ 3,249,883.47	\$ 80,272.12		
2015	625732	\$ 6,586,653	\$ 5,170,522.32	\$ 127,711.90		\$ -
2016	749669	\$ 7,891,253	\$ 6,194,633.32	\$ 153,007.44		
2017	757166	\$ 7,970,168	\$ 6,256,582.21	\$ 154,537.58	\$ 74,265.46	\$ 40,772
2018	764737	\$ 8,049,863	\$ 6,319,142.58	\$ 156,082.82	\$ 75,810.70	\$ 41,620
2019	802974	\$ 8,452,358	\$ 6,635,100.95	\$ 163,886.99	\$ 83,614.87	\$ 45,905
2020	811004	\$ 8,536,884	\$ 6,701,454.11	\$ 165,525.92	\$ 85,253.79	\$ 46,804
						\$ 175,101

Mountain Mall projected TIF Contribution

Income Approach 7.0 Cap Rate

Base TIF Value \$ 5,607,330 Base state market value necessary for TIF contributions to begin

Current Base Value 2013 \$ 3,506,728 Current annual TIF Contribution = \$0.00

Year	NOI	Retail market value	State market value	Taxable value	Incremental Taxable Value	TIF Contribution
2014	393298	\$ 5,618,543	\$ 4,410,556.14	\$ 108,940.74		
2015	625732	\$ 8,939,029	\$ 7,017,137.43	\$ 173,323.29		
2016	749669	\$ 10,709,557	\$ 8,407,002.36	\$ 207,652.96		
2017	757166	\$ 10,816,657	\$ 8,491,075.86	\$ 209,729.57	\$ 100,788.84	\$ 55,333
2018	764737	\$ 10,924,814	\$ 8,575,979.21	\$ 211,826.69	\$ 102,885.95	\$ 56,484
2019	802974	\$ 11,471,057	\$ 9,004,779.86	\$ 222,418.06	\$ 113,477.33	\$ 62,299
2020	811004	\$ 11,585,771	\$ 9,094,830.57	\$ 224,642.32	\$ 115,701.58	\$ 63,520
						\$ 237,637

Chuck Stearns

From: Raven Woods <ravenwoods518@yahoo.com>
Sent: Thursday, May 22, 2014 10:47 AM
To: cstearns@cityofwhitefish.org
Subject: NOT IN OUR TOWN

To Whom it May Concern:

I am writing in response to the proposal of a Shopko Hometown Store at the current Mountain Mall. This was introduced at the City Council Meeting Monday May 21st.

First and foremost the majority of our population celebrates small business, locally run and owned by hardworking people from our community. This is what Whitefish has always tried to support.

This type of store is the last that I believe can succeed in our area. We have everything we need and more in Whitefish and Kalispell is just over the hill and is saturated with stores of this type. Our locals shop our small shops and get what they need from box stores when they go to Kalispell. People are conditioned to drive for these needs. A very small population will support a low rate corporation like this..

To top it off if this takes place there are up to 24 businesses that will be displaced by this. NOT 8 or so like was stated at the meeting. These business owners have been a part of the community and are our family, friends and shop owners...don't let this be taken away from us. It will also take the money out of the hands of countless other stores downtown. The economy is on an upswing and we don't need a corporation. We need to let our business owners recover and have lease space available to those people from our community who have been brainstorming on their ideas waiting for economy to come back. There are next to NO available commercial spaces in Whitefish. Don't give them to a store that is bound to not be accepted and fail. Remember Dominoes?

I will be surprised if you don't face a very large outcry from our small town on this very bad for our town plan.

We don't want Shopko Hometown here.

RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO
RESOLUTION NO. 14-16

Issuer: City of Whitefish

Kind, date, time and place of meeting: A _____ meeting held on _____ at ____ o'clock ____ .m. in _____, Montana.

Members present: _____

Members absent: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

I, the undersigned, being the fully qualified and acting recording officer of the public body issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the public body in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body at the meeting, insofar as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this ____ day of _____, 2014.

By _____
Its _____

RESOLUTION NO. 14-16

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE City Council (the Governing Body) OF THE CITY OF WHITEFISH (the Borrower) AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the Bonds determined in accordance with the provisions of Section 3.03 of the Indenture.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act shall mean Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

Bonds shall mean the Bonds issued by the Board pursuant to the Indenture to finance the Program.

Borrower shall mean the Borrower above named.

Indenture shall mean that certain Indenture of Trust dated March 1, 1991 by and between the Board and the Trustee pursuant to which the Bonds are to be issued and all supplemental indentures thereto.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 1.00% per annum through February 15, 2015 and thereafter a rate equal to the Adjusted Interest Rate on the Bonds and up to 1.5% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell Bonds and use the proceeds to make loans to participating Eligible Government Units.

Project shall mean those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Security Instrument means a security agreement in substantially the form set forth, and, a Uniform Commercial Code financing statement, in a form acceptable to the Board and the Trustee granting a security interest in, or a lien on, the property constituting the Project or other real or personal properties added to or substituted therefor.

Trustee shall mean U. S. Bank National Association (formerly known as First Trust Company of Montana National Association) and its successors.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Indenture and the Board Act, the Board has issued and sold the Bonds and deposited a part of proceeds thereof in the Loan Fund held by the Trustee. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$485,112.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

ARTICLE II

THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$485,112.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 1.00% per annum through February 15, 2015 and thereafter at the Adjusted Interest Rate, plus up to 1.5% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments may be made by check or wire transfer to the Trustee at its principal corporate trust office.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within fifteen days following an Adjustment Date, the Trustee shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments, and prepare and mail by first class mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Trustee a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board or Trustee may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. [The repayment of the Loan shall be secured by a security interest in the Project being financed.] The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitation Act. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-402, et. seq. (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of the Property Tax Limitation Act.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

ARTICLE III

CERTIFICATIONS, EXECUTION AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Bonds, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement, the Note, the Security Agreement and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, Note, Security Agreement and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by the City Council this 16th day
of June, 2014.

By _____
Its Mayor

Attest:

By _____
Its City Clerk

LOAN AGREEMENT

between

BOARD OF INVESTMENTS
OF THE STATE OF MONTANA

as Lender

and

CITY OF WHITEFISH

as Borrower

DATE OF AGREEMENT: June 20, 2014

LOAN AMOUNT: FOUR HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED
TWELVE AND 00/100 DOLLARS (\$485,112.00)

ADDRESS OF BORROWER: City of Whitefish
P.O. Box 158
418 East 2nd Street
Whitefish, MT 59937

CONTACT PERSON OF BORROWER:
NAME John Muhlfeld
TITLE Mayor
TELEPHONE (406) 863-2405
FACSIMILE (406) 863-2419
E-MAIL jmuhlfeld@cityofwhitefish.org

ALTERNATE CONTACT PERSON
NAME Charles Stearns
TITLE City Manager
TELEPHONE (406) 863-2405
FACSIMILE (406) 863-2419
E-MAIL cstearns@cityofwhitefish.org

STATUTORY AUTHORITY FOR BORROWING: 7-7-4101, and 7-7-4201, 7-5-4306, M.C.A.

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This Loan Agreement (the "Agreement") dated as of June 20, 2014, and entered into between the Board of Investments of the State of Montana (the "Board"), a public body corporate and instrumentality of the state of Montana, and City of Whitefish ("the Borrower"), a political subdivision of the State of Montana;

WITNESSETH:

WHEREAS, pursuant to Section 2-15-1808, Montana Code Annotated and Title 17, Chapter 5, Part 16, Montana Code Annotated (the "Act") and in accordance with the Indenture of Trust, dated as of March 1, 1991, between the Board and U. S. Bank National Association (formerly known as First Trust Company of Montana National Association) (the "Trustee"), has established its INTERCAP Revolving Program pursuant to which the Board will issue, from time to time, its Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) (the "Bonds"), for the purpose of making loans to Eligible Government Units to finance or refinance the acquisition and installation of equipment, personal and real property improvements, to provide temporary financing of projects or for other authorized corporate purposes of an Eligible Government Unit (the "Projects"); and

WHEREAS, the Board has agreed to loan part of the proceeds of an issue of such Bonds to the Borrower in the amount of \$485,112.00, and the Borrower has agreed to borrow such amount from the Board, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Borrower is authorized under the laws of the State of Montana, and has taken all necessary action, to enter into this Agreement for the Project as identified in the Description of the Project/Summary of Disbursements attached hereto.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION.

Section 1.01. Definitions

The following terms will have the meanings indicated below for all purposes of this Agreement unless the context clearly requires otherwise. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Indenture.

"Act" means Section 2-15-1808, Montana Code Annotated and Title 17, Chapter 5, Part 16, Montana Code Annotated as now in effect and as it may from time to time hereafter be amended or supplemented.

"Adjusted Interest Rate" shall mean the interest rate on the Loan determined and established pursuant to the Promissory Note hereto and the Loan Agreement or Bond Resolution.

"Adjustment Date" means the Initial Adjustment Date or a Subsequent Adjustment Date.

"Adjustment Period" means the period beginning on an Adjustment Date and ending on the day before the next succeeding Adjustment Date.

"Amortization Schedule" means the schedule prepared for a loan advance to the Borrower showing the principal amount advanced, the amortization of the principal, and the interest and principal payments due to the Subsequent Interest Adjustment Date.

"Authorized Representative" shall mean the officers of the Borrower designated by the Governing Body and set forth in the Application and signed on behalf of the Borrower by a duly authorized official.

"Board" means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

"Bonds" means the Board of Investments of the State of Montana's Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) authorized to be issued for the Program.

"Borrower" means City of Whitefish, the Eligible Government Unit, which is borrowing and using the proceeds of the Loan to finance, refinance or be reimbursed for, all or a portion of the Cost of the Total Project.

"Borrower Act" means 7-7-4101, and 7-7-4201, 7-5-4306, the section of Montana Code Annotated that authorizes an Eligible Government Unit to borrow money on terms consistent with the Program.

"Borrower Resolution" means a resolution, duly and validly adopted by a Borrower authorizing the execution and delivery to the Board of an Agreement and Note, in substantially the form provided, or such other form of Resolution that the Board may approve and all amendments and supplements thereto.

"Commencement Date" means June 20, 2014, the date of the Agreement when the term of this Agreement begins and the obligation of the Borrower to make Loan Repayments begins to accrue.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Eligible Government Unit" shall mean any municipal corporation or political subdivision of the state, including without limitation any city, town, county, school district, or other special taxing district or assessment or service district authorized by law to borrow money or any board, agency, or department of the state, or the board of regents of the Montana university system when authorized by law to borrow money.

"Event of Default" means any occurrence or event described in Article X hereof.

"Fiscal Year" means the fiscal year of the Borrower beginning on July 1 and ending June 30.

"Governing Body" shall mean (i) with respect to a county, the Board of County Commissioners, (ii) with respect to a city, the City Council or Commission, and (iii) with respect to a school district, county water or sewer district, hospital district, rural fire district, or any other special purpose district, the Board of Trustees.

"Indenture" means that certain Indenture of Trust, dated as of March 1, 1991, by and between the Board and the Trustee, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with its terms.

"Initial Adjustment Date" means the first February 16 following the date of the Agreement.

"Initial Interest Rate" means the Loan Rate from the date of the Agreement to the Initial Adjustment Date.

"Loan" means the loan of money by the Board to the Borrower under the terms of this Agreement pursuant to the Act and the Borrower Act, evidenced by the Note.

"Loan Agreement" or "Agreement" means this Agreement, including, the attachments hereto, and the Security Instrument, if any, as originally executed or as they may from time to time be supplemented, modified or amended in accordance with the terms hereof and of the Indenture.

"Loan Date" means the date of closing a Loan.

"Loan Rate" means the rate of interest on the Loan as provided for in Section 5.01 of this Agreement.

"Loan Repayment Date" means February 15th and August 15th or, if any such day is not a Business Day, the next Business Day thereafter, during the term of the Loan.

"Loan Repayments" means the payments payable by the Borrower pursuant to Article V of this Agreement.

"Loan Term" means the term provided for in Article VI of this Agreement.

"Maximum Interest Rate" means the maximum rate of interest on the Bonds which shall not exceed fifteen percent (15%) per annum.

"Note" means the promissory note executed and delivered by the Borrower attached hereto and made a part hereof.

"Program" means the Board's INTERCAP Program established under the Act and pursuant to which the Board finances Projects for Eligible Government Units.

"Program Expenses" means the expenses of the Program, including (without limitation) the fees and expenses of the Trustee and such other fees and expenses of the Program or of the Board relating thereto as shall be approved by the Board.

"Project" means those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program and set forth in the Description of the Project/Summary of Disbursements attached hereto.

"Project Costs" shall mean the portion of the costs of the Total Project to be financed by the INTERCAP Loan. The Project Costs may not exceed the Loan Amount as set forth on the cover hereof.

"Security Instrument" means a Security Agreement in substantially the form set forth hereto, and, a Uniform Commercial Code financing statement, in a form acceptable to the Board and the Trustee granting a security interest in, or a lien on, the property constituting the Project or other real or personal properties added to or substituted therefor.

"Series Supplemental Indenture of Trust" means a Supplemental Indenture of Trust authorizing the issuance of an additional series of bonds in accordance with the provisions of the Indenture.

"State" means the state of Montana.

"Subsequent Interest Adjustment Date or Subsequent Adjustment Date" means February 16 in the years the Loan remains outstanding.

"Term Sheet" shall mean the document containing the terms and conditions issued by the Board to the Borrower that must be satisfied prior to entering into a Loan Agreement.

"Term Sheet Issuance Date" means the date the Board executes its Term Sheet under the Board's Program.

"Total Project" shall mean the project as described in Section 14 of the Term Sheet and/or Section 2 of the application, of which some or all is to be financed by the INTERCAP Loan.

"Total Project Costs" shall mean the entire cost of acquiring, completing or constructing the project as further described in Section 14 of the Terms & Conditions Sheet and/or Section 2 of the application.

"Trustee" means the U. S. Bank National Association (formerly known as First Trust Company of Montana National Association), a corporation organized and existing under the laws of the United States, or its successor as trustee as provided in the Indenture.

Section 1.02. Rules of Interpretation.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Agreement" means this instrument as originally executed and as it may from time to time be modified or amended.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder", and "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) The terms defined elsewhere in this Agreement shall have the meanings therein prescribed for them.

(f) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter gender.

(g) The headings or captions used in this Agreement are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent hereof.

(h) This Agreement shall be construed in accordance with the laws of the State.

Section 1.03. Attachments

The following are attachments and a part of this Agreement:

- Description of the Project/Summary of Disbursements.
- Borrower's Draw Certificate.
- Promissory Note.
- Opinion of Borrower's Counsel.
- Certificate of Appropriation (if applicable).
- Form of Security Instrument (if applicable).

ARTICLE II. REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

Section 2.01. Representations and Warranties.

Borrower represents and warrants for the benefit of the Board, the Trustee and the Bondholders as follows:

(a) Organization and Authority. The Borrower:

(1) is a political subdivision of the State of Montana; and

(2) has complied with all public bidding and other State and Federal laws applicable to this Agreement and the acquisition or installation of the Project.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Board or its agents in writing that materially adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of public information affecting the ability of the Borrower to levy property taxes, collect fees and charges for services provided by the Borrower or otherwise receive revenues, that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all repayments and otherwise perform its obligations under this Agreement, the Note, and the Security Instrument.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and otherwise perform its obligations under this Agreement, the Note, and the Security Instrument, and that have not been disclosed in writing to the Board.

(d) Borrowing Legal and Authorized. The transaction provided for in this Agreement, the Note, and the Security Instrument:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower, including the adoption of a resolution substantially in the form provided hereto with such modification as may be provided by the Board; and

(2) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other instrument (other than this Agreement, the Note, and the Security Instrument) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of any state laws, or ordinances or resolutions of the Borrower; and

(3) the amount of the Loan represented hereby has been added to the amount of all other outstanding debt of the Borrower and together therewith does not result in the Borrower exceeding its statutory debt limitation.

(e) No Violation. No event has occurred and no condition exists that, upon execution of this Agreement, the Note, and the Security Instrument or receipt of the Loan, would constitute a Default or an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation, of any term of any agreement, statute, ordinance, resolution, bylaw or other instrument to which it is a party or by which it or its property may be bound.

(f) Use of Proceeds. The Borrower will apply the proceeds of the Loan solely to finance the Project Costs described in the Description of the Project/Summary of Disbursements attached hereto. In addition, the Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced). Investment of proceeds by the Borrowers within the five business day period of disbursement to a third party (except for proceeds to reimburse the Borrower for previously paid expenditures) should be in Non-AMT Obligations as that term is defined in the Board's tax certificates.

(g) Completion of the Total Project; Payment of Total Project Costs. The Borrower shall proceed diligently to complete the Total Project and to obtain the necessary funds to pay the Total Project Costs thereof. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Total Project in excess of the Loan Amount as set forth on the cover hereof.

Section 2.02. Particular Covenants of Borrower.

(a) Compliance with Statutory Requirements, Competitive Bidding, Montana Labor Laws, Environmental Review, and Other Legal Requirements. The Borrower has complied with all statutory requirements, including competitive bidding and labor requirements and environmental review, applicable to the acquisition and construction of the Project.

(b) Maintenance and Use of Project. The Borrower shall maintain the Project in good condition, make all necessary renewals, replacements, additions, betterments and improvements thereto and maintain insurance with respect to the Project, its other properties and its operations in such amounts and against such risks as are customary for governmental entities such as the Borrower.

(c) Financial Reports and Audits. The Borrower shall comply with the provisions of Title 2, Chapter 7, Part 5 Montana Code Annotated and shall file with the Board financial reports and audits when such reports and audits are required to be filed by the Department of Commerce.

(d) Security Interest. The Borrower shall grant the Board a first security interest in the Project being financed by the Loan to the extent allowed by law, by executing and delivering the Security Instrument.

(e) Liens. The Borrower shall not create, incur or suffer to exist any lien, charge or encumbrance on the property constituting the Project prior to the security interest granted hereunder other than (i) any security interest or lien pursuant to a loan agreement, mortgage, deed of trust, indenture or similar financing agreement of the Borrower in force and effect as of the date of this Agreement which creates a security interest or lien in after-acquired property of the Borrower and which is approved in writing by the Board, (ii), any security interest, mortgage or deed of trust permitted in writing by the Trustee, or (iii) any security interest or lien imposed or arising by statute or operation of law.

(f) Expenses. The Borrower will, at the request of the Board, pay all expenses relating to the Loan, the Note, and the Security Instrument and this Agreement, including but not limited to:

(1) The Borrower will cause all financing statements necessary to be filed in connection with the security interest granted in the Security Instrument, if any is required hereunder, to be executed and filed, at Borrower's expense.

ARTICLE III. LOAN TO BORROWER.

Subject to the terms and conditions of this Agreement, the Board hereby agrees to loan and advance to the Borrower, and the Borrower agrees to borrow and accept from the Board, the Loan in the principal amount not to exceed \$485,112.00.

ARTICLE IV. LOAN PROVISIONS.

Section 4.01. Commencement of Loan Agreement

This Agreement shall commence on the date hereof unless otherwise provided in this Agreement.

Section 4.02. Termination of Agreement.

This Agreement will terminate upon payment in full of all amounts due under this Agreement and upon the full and complete performance and payment of all of the Borrower's other obligations hereunder. Until such termination, all terms, conditions, and provisions of this Agreement shall remain in full force and effect.

Section 4.03. Term of Loan Agreement.

This Agreement shall be valid for the entire loan amount approved for one year from the Term Sheet Issuance Date. Beginning one year after the Term Sheet Issuance Date, the Board may refuse to make a loan advance if the Board determines that there has been a material adverse change in the circumstances of the Borrower.

Section 4.04. Loan Closing Submissions.

Concurrently with the execution and delivery of this Agreement, the Borrower is providing to the Board and the Trustee, the following documents (except that the Board may waive any of such documents):

(a) A certified resolution of the Borrower in form and substance substantially identical to that provided hereto; provided, however, that the Board may permit variances in such certified resolution from the form or substance of such resolution if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program, the Bondholders and such certified resolutions are acceptable to the Trustee;

(b) An opinion of the Borrower's counsel in form and substance substantially identical to the Attorney's Opinion hereto; provided, however, that the Board may permit variances in such opinion from the form or substance of such Attorney's Opinion if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program, the Bondholders and such opinion is acceptable to the Trustee;

(c) The executed Security Instrument, attached hereto, required by the Board, including evidence of filing of a financing statement, if any, in every office in which it is required to be filed in order to perfect the security interest of the Board in the personal property pledged pursuant to the Security Instrument;

(d) A bill, or bills of sale, construction contract or contracts, invoice or invoices, purchase order or purchase orders or other evidence satisfactory to the Board that the Project has been purchased, ordered, constructed or installed by the Borrower or that any construction has been substantially completed and that payment therefor is due and owing or, if the Borrower is to be reimbursed, that payment has been made; and for any debt being refinanced, the canceled note or other financing document or other evidence satisfactory to the Board of such refinancing;

(e) Such other closing documents and certificates as the Board may reasonably request.

Section 4.05. Initial and Subsequent Draws of Loan.

For the initial draw of the Loan, the Borrower shall deliver to the Board an executed copy of the Agreement, complete with all attachments as listed in Section 4.04 including the Note and the Agreement Resolution and other documents the Board requires.

For subsequent draws, if applicable, the Borrower shall deliver to the Board, an executed copy of a Disbursement Request and Security Instrument, if required, and any other documents the Board requires.

ARTICLE V. LOAN REPAYMENTS AND NOTE.

Section 5.01. Payment of Loan Repayments

(a) The Loan Repayment Dates shall be on February 15 and August 15 of each year with the first Loan Repayment Date determined as follows:

<u>Date of Draw</u>	<u>First Loan Repayment Date</u>	<u>Payment Consisting of:</u>
February 15 through April 17	August 15	Principal and Interest
April 18 through June 16	August 15	Interest only
June 17 through August 14	February 15	Principal and interest from date of draw
August 15 through October 18	February 15	Principal and Interest
October 19 through December 17	February 15	Interest only
December 18 through February 14	August 15	Principal and Interest from date of draw

(b) Borrower hereby agrees to make Loan Repayments to the Trustee on each Loan Repayment Date to be calculated by the Trustee and consisting of the sum of the following items:

(i) Principal in an amount based upon the initial Amortization Schedule, the Amortization Schedule being initially determined utilizing the Initial Interest Rate. Each advance of the principal of the Loan as shown on the Amortization Schedule shall be repaid in semiannual installments on each Loan Repayment Date commencing on the first Loan Repayment Date following the date thereof and ending on the final maturity date set forth on the Amortization Schedule. Principal payments will not be adjusted but the interest payment will be adjusted as provided in Section 5.01 hereof.

(ii) Interest for each Adjustment Period at the Loan Rate.

(c) The Loan Rate shall equal the interest rate on the Board's bonds, as determined pursuant to Section 3.03 of the Indenture, plus up to 1 1/2% per annum as is necessary to pay the Borrower's share of Program Expenses as determined by the Board. The interest rate on the Bonds shall not exceed 15% per annum.

(d) Within thirty days of the Adjustment Date the Trustee shall calculate the new interest component of the Loan Repayments and shall send a revised Amortization Schedule to the Borrower showing the amount of the Borrower's semiannual Loan Repayments.

(e) Loan Repayments may be made by check, wire transfer, or Automatic Clearing House (ACH) of funds to the Trustee.

Section 5.02. Delinquent Loan Payments.

From and after any Loan Repayment Date, until repaid, the Loan shall bear interest at a rate equal to two percent on the yield (coupon equivalent) as of the Loan Repayment Date, on United States of America Treasury Bills of a duration as close as possible to the term over which the Loan Repayment is delinquent.

Section 5.03. The Note.

On the date of this Agreement, the Borrower shall execute the attached Note. The obligations of the Borrower under the Note shall be deemed to be amounts payable under Section 5.01. Each payment made to the

Trustee pursuant to the Note shall be deemed to be a credit against the corresponding obligation of the Borrower under Section 5.01 and any such payment made to the Trustee shall fulfill the Borrower's obligation to pay such amount hereunder and under the Note.

ARTICLE VI. TERM.

The term of the Loan will be a maximum of ten (10) years and the specific term for each loan draw will be set forth in the Borrower's Draw Certificate.

ARTICLE VII. OBLIGATIONS OF BORROWER UNCONDITIONAL

Section 7.01. Obligations of Borrower.

The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set off, counterclaim or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

ARTICLE VIII. FINANCIAL COVENANTS (GENERAL FUND).

Section 8.01. Representation Regarding the Property Tax Limitation Act.

The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-420, as amended (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the Loan Repayments to be made under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that such Loan Repayments can and will be made from revenues available to the Borrower, notwithstanding the provisions of the Property Tax Limitation Act.

Section 8.02. Levy and Appropriate Funds to Repay Loan.

The Borrower agrees that in order to meet its obligation to make the Loan Repayments and all other payments hereunder that it will budget for as authorized and appropriate from taxes or any other available sources in each fiscal year during the term of this Agreement an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act and will reduce other expenditures if necessary to make the payments hereunder when due.

Section 8.03. Reports and Opinion; Inspections.

(a) The Borrower shall deliver to the Board by no later than August 15 of each year during the term of this Agreement, a certificate in substantially the form attached hereto that the Governing Body of the Borrower has budgeted and appropriated for the then current Fiscal Year an amount sufficient to make the Loan Repayments due in that Fiscal Year, as required in Article VIII hereof.

(b) The Borrower agrees to permit the Board and the Trustee to examine, visit and inspect, at any reasonable time, the property constituting the Project, and the Borrower's facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Board or the Trustee may reasonably require.

ARTICLE IX. DISCLAIMER OF WARRANTIES.

THE BOARD AND ITS AGENTS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR

FITNESS FOR ANY OR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY OTHER WARRANTY WITH RESPECT THERETO. In no event shall the Board or the Trustee or their respective agents be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or Borrower's use of the Project or any item or products or services provided for in this Agreement.

ARTICLE X. OPTION TO PREPAY LOAN.

The Borrower may prepay the Loan in whole or in part upon giving 30 days prior written notice to the Board.

If the Loan is prepaid in part, the principal amount of the Loan shall be reduced by the portion of the prepayment representing principal and the Loan shall be reamortized by ratably reducing the principal portion of each remaining Loan Repayment.

ARTICLE XI. ASSIGNMENT.

Section 11.01. Assignment by Board or Trustee.

(a) The Borrower expressly acknowledges that all right, title and interest of the Board in and to this Agreement (except for the rights of the Board to indemnification pursuant to Section 13.08 hereof) the Note, and the Security Instrument have been assigned to the Trustee, as security for the Bonds, under and as provided in the Indenture, and that if any Event of Default shall occur, the Trustee shall be entitled to act hereunder in the place and stead of the Board. In addition, the Borrower acknowledges that the Board has appointed the Trustee as servicer entitled to act hereunder in the place and stead of the Board. This Agreement, the Note, and the Security Instrument, including (without limitation) the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce performance by the Borrower of its other obligations hereunder, may be further assigned and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of the Borrower. Forthwith upon any such assignment the Trustee shall notify the Borrower thereof.

(b) The Borrower acknowledges that payment of the Bonds does not constitute payment of the amounts due under this Agreement.

Section 11.02. Assignment by Borrower.

This Agreement may not be assigned or encumbered by the Borrower for any reason without the express written consent of the Trustee and the Board.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES.

Section 12.01. Events of Default Defined.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Borrower to pay any Loan Repayment required to be paid hereunder at the time specified herein and the continuation of such failure for a period of three (3) days after telephonic or e-mail notice by the Trustee that such payment has not been received;

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in Section 12.01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is

given to the Borrower by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation or other statement by or on behalf of the Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the Loan, is false or misleading in any material respect;

(d) The Borrower files a petition in voluntary bankruptcy under the United States Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(e) The Borrower is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days;

(f) A default occurs under the Security Instrument, if any.

Section 12.02. Notice of Default.

The Borrower agrees to give the Trustee and the Board prompt written notice if any petition referred to in Section 12.01(d) is filed by the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default immediately upon becoming aware of the existence thereof.

Section 12.03. Remedies on Default.

If an Event of Default referred to in Section 12.01(d) shall have occurred, the Trustee shall declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand. Whenever any Event of Default referred to in Section 12.01 hereof shall have happened and be continuing, the Trustee or the Board shall have the right to take any action permitted or required pursuant to the Indenture and shall take one or any combination of the following remedial steps:

(a) Declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its or the Board's rights hereunder, including without limitation, the appointment of a receiver as provided in the Act.

Section 12.04. Attorneys Fees and Other Expenses.

The Borrower shall on demand pay to the Board or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses incurred by either of them, or by any agency of the State selected by the Board to act on its behalf or by the Attorney General, in the collection of Loan Repayments or any other sum due or the enforcement of performance of any other obligations of Borrower upon an Event of Default.

Section 12.05. Application of Moneys.

Any moneys collected by the Board or the Trustee pursuant to Section 12.03 hereof shall be applied (a) first, to pay any attorney's fees or other fees and expenses owed by Borrower pursuant to Section 12.04 hereof; (b) second, to pay interest due on the Loan; (c) third, to pay principal due on the Loan; (d) fourth, to pay any other amounts due hereunder; and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 12.05).

Section 12.06. No Remedy Exclusive, Waiver and Notice.

No remedy herein conferred upon or reserved to the Board or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Board or the Trustee to exercise any remedy reserved to it in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

ARTICLE XIII. MISCELLANEOUS.

Section 13.01. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or five days after mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on the cover hereof and to the other parties at the following addresses:

- (1) Board: Montana Board of Investments
Attn: Bond Program Office
P.O. Box 200126
Helena, Montana 59620-0126

- (2) Trustee: U. S. Bank National Association
Corporate Trust Services PD-WA-T7CT
1420 Fifth Avenue, 7th Floor
Seattle, WA 98101

Any of the parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certifies or other communications shall be sent.

Section 13.02. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Board, the Borrower and their respective successors and assigns.

Section 13.03. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications.

This Agreement may not be amended by the Board and the Borrower unless such amendment shall have been consented to in writing by the Trustee.

Section 13.05. Execution in Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Act.

This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Consents and Approvals.

Whenever the written consent or approval of the Board shall be required under the provisions of this Agreement, such consent or approval may be given by the Executive Director of the Board, unless otherwise provided by law or by rules, regulations or resolutions of the Board or unless delegated to the Trustee.

Section 13.08. Indemnity.

The Borrower agrees to indemnify and hold harmless the Board and the Trustee, their respective officers, employees and agents, from and against any and all losses, claims, damages, liability or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees for attorneys, accountants, consultants and other experts) (collectively referred to hereinafter in this Section 13.08 as "Damages") as follows:

(a) For all Damages arising out of, resulting from or in any way connected with the Loan or this Agreement, without limitation; and

(b) For all Damages arising out of, resulting from or in any way connected with the acquisition, construction, installation and operation of the Project.

Notwithstanding the foregoing, the Borrower shall have no liability for damages solely arising out of, resulting from or connected to the Loan or Agreement of any other Borrower.

Section 13.09. Waiver of Personal Liability.

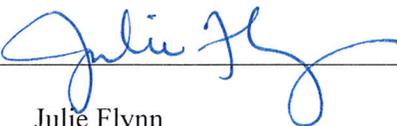
No member, officer, agent or employee of the Board shall be individually or personally liable for the making of the Loan or be subject to any personal liability or accountability by reason hereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 13.10. Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, the Board has executed this Agreement by its duly authorized officers and the Borrower has caused this Agreement to be executed in its name by its duly authorized officers. All of the above occurred as of the date first above written.

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA



By Julie Flynn
Its Bond Program Officer

CITY OF WHITEFISH

By John Muhlfeld
Its Mayor

WITNESS OR ATTEST:

By Necile Lorang
Its City Clerk

MEMORANDUM

#2014-023



To: Mayor John Muhlfield
City Councilors

From: Chuck Stearns, City Manager *Chuck Stearns*

Re: Staff Report – Resolution for InterCap Loan for Fire Engine

Date: June 10, 2014

Introduction/History

This year's budget anticipated purchasing a new Fire Engine and pumper and financing it through the State of Montana INTERCAP program. The INTERCAP financing program provides short term financing (up to 10 years) for capital equipment and other capital assets with a variable interest rate which is reset each February. The current interest rate is 1.00% which is a very good interest rate and for the Engine/Pumper we are doing a ten year loan.

On May 20, 2013, the City Council awarded the contract for the purchase of a new Fire Engine/Pumper to General Fire Apparatus of Spokane, WA up to the amount of \$495,112.

Current Report

We can receive discounts on that price for letting them show the Fire pumper to other fire departments as it is delivered to us in Whitefish and a \$7,700 discount for paying for the chassis when it is delivered to the pumper manufacturing plant. We are going to pay for the pumper chassis now in order to take advantage of that discount. Therefore, we have established our loan amount at \$485,112.

The INTERCAP program has approved our application and sent us the documents which we need to execute for the loan. The documents enclosed in the packet are:

1. A Resolution authorizing the loan
2. A Loan Agreement
3. A Promissory Note
4. A Security Agreement

City Attorney Mary VanBuskirk and I have reviewed these documents and found them to be in order.

Financial Requirement/Impact

For the next ten years, each year's budget will have to include approximately \$50,000 to \$55,000 per year (decreasing as the principal balance is paid off) to repay this loan. Our first payment will not be until next year's budget, FY15.

Recommendation

Staff respectfully recommends the City Council approve Resolution No. 14-16; A Resolution authorizing participation in the Board of Investments of the State of Montana annual adjustable rate tender option municipal finance consolidation act bonds (InterCap Revolving Program), approving the form and terms of the loan agreement and authorizing the execution and delivery of documents related thereto (Fire Engine)

DESCRIPTION OF THE PROJECT/SUMMARY OF DISBURSEMENTS
FOR
CITY OF WHITEFISH

<u>Description of Project</u>	<u>Allocated Amount of Loan</u>
1. 2014 Type 1 Fire Pumper	\$485,112.00

Draw #	Description of Item	Amount Allocated for Item	Date of Draw	Amount of Draw	Amount Remaining for Item	Remaining Reserved Amount
				Reserved Amount		\$485,112.00
2549-01	#1 above	\$485,112.00	6/20/2014	202,453.00	282,659.00	282,659.00

BORROWER'S DRAW CERTIFICATE NO. 1
FOR DISBURSEMENT OF FUNDS
UNDER THE LOAN AGREEMENT

The undersigned, Authorized Representative of the City of Whitefish (the "Borrower") under the Loan Agreement, dated as of June 20, 2014 (the "Loan Agreement"), by and between the Board of Investments of the state of Montana (the "Board"), certify pursuant to Section 4.04, as follows:

1. We have read Section 4.05 of the Loan Agreement and the subsections of Section 4.04 referred to therein and have reviewed appropriate records and documents of the Borrower relating to matters covered by this Certificate. All capitalized terms used in this Certificate shall have the meanings given them in the Loan Agreement unless otherwise defined herein;

2. All terms and conditions of the Loan Agreement to be complied with by the Borrower as of the date hereof have been complied with and satisfied, and all documents described in Section 4 have been delivered;

3. The item number, amount, and nature of each item of Project Costs, as shown on the attached Borrower's Cash Advance Certificate, hereby requested to be reimbursed or paid to the Borrower (a) has been paid or incurred, (b) is an eligible Project Cost, and (c) has not been previously reimbursed or paid by the Program under the Loan Agreement;

4. To our knowledge after reasonable investigation, there has been no default by the Borrower under the Loan Agreement, which has not been cured; and

5. All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Borrower's Certificate with the same effect as if made on such date.

You are hereby requested to advance pursuant to Section 4.05 of the Loan Agreement the amount shown on the Borrower's Cash Advance Certificate and make payment to the entitled entity to receipt thereof as shown on said Certificate.

WITNESS my hand this 20th day of June, 2014.

CITY OF WHITEFISH

By John Muhlfeld
Its Mayor

ATTEST:

By Necile Lorang
Its City Clerk

BORROWER'S CASH ADVANCE CERTIFICATE NO. 1

1. Closing Date for Loan: June 20, 2014
2. Cash Amount to be Advanced (wire): \$202,453.00
3. The Term Over Which the Loan Advance is to be Amortized:
June 20, 2014 through August 15, 2024 (10 years)
4. Items to be Financed (serial number, model):

<u>Item</u>	<u>Serial and Model Number</u>	<u>Amount</u>
2014 Rosenbauer Type 1 Fire Pumper	54F2CB610EWM10591	\$202,453.00

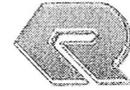
SPECIAL INSTRUCTIONS:

- wire funds to: Glacier Bank
ABA # 292970825
For Cr To City of Whitefish
Acct. #129008604

General Fire Apparatus, Inc.

4004 East Trent Avenue
Spokane, Washington 99202

SPECIALTY VEHICLES



"CHASSIS INVOICE"

Date: June 3, 2014
Department: Whitefish Fire Department
275 Flathead Avenue
Whitefish, Montana 59937

Purchase of *One (1) Rosenbauer Commander Chassis Mounted To a Rosenbauer Fire Apparatus*
VIN#54F2CB610EWM10591

This is your chassis invoice for your new Rosenbauer Fire Apparatus. Please pay from this invoice, as per our bid contract. Any discounts offered, as per the contract, will be itemized on the final invoice.

<u>Item and Description:</u>	<u>Amount</u>
1. Total Chassis Amount	\$202,453.00
2. Total amount due now	\$202,453.00

Please make payment to:
General Fire Apparatus, Inc.
4004 East Trent Avenue
Spokane, Washington 99202

If you have any questions or comments, please feel free to contact us at 1-800-541-4218.

Authorized Distributor For Rosenbauer Fire Apparatus

YOUR SINGLE SOURCE FOR SALES & SERVICE SINCE 1957

PROMISSORY NOTE

FOR VALUE RECEIVED, the City of Whitefish, a political subdivision organized under the laws of the state of Montana (the "Borrower"), hereby promises to pay to the order of the Board of Investments of the State of Montana (the "Board") the principal amount of FOUR HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED TWELVE AND 00/100 DOLLARS (\$485,112.00) or such lesser amount as shall actually be advanced to the Borrower under the Loan Agreement (hereinafter defined) as evidenced by the Amortization Schedule attached hereto and as annually revised by March 15 for every year the loan advance is outstanding, together with interest thereon in the amount calculated as provided in the Loan Agreement, payable semiannually on February 15 and August 15 in the amounts and as provided in the Loan Agreement and as set forth hereto.

The maturity date of this loan as evidenced by this Promissory Note is August 15, 2024 or sooner at the option of the Borrower pursuant to the Loan Agreement.

This Promissory Note is issued pursuant to the Loan Agreement dated as of June 20, 2014, between the Board and the Borrower (the "Loan Agreement"), and issued in consideration of the loan made thereunder (the "Loan") and in evidence of the obligations of the Borrower set forth in Section 5 thereof. This Promissory Note has been assigned to the Trustee under the Indentures of the Program. Payments hereunder shall be made directly to the Trustee for the account of the Board pursuant to such assignment. Such assignment has been made as security for the payment of the Board of Investments' INTERCAP bonds. All of the terms, conditions and provisions of the Loan Agreement are, by this reference hereto, incorporated herein as a part of this Promissory Note.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Pursuant to the Loan Agreement, advances shall be made to the Borrower under the Loan Agreement from time to time upon the terms and conditions set forth in the Loan Agreement.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of setoff, counterclaim or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

This Promissory Note is subject to optional prepayment under the terms and conditions provided in Article X of the Loan Agreement upon giving 30 days prior written notice to the Board.

If an "Event of Default" occurs under Section 12.01 of the Loan Agreement, the principal of this Promissory Note may be declared due and payable in the manner and to the extent provided in Article XII of the Loan Agreement.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Note, in order to make it a valid and binding obligation of the Borrower according to its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Borrower will, as authorized by and according to applicable provisions and limitations of law annually levy sufficient tax receipts or collect sufficient revenues, as the case may be, with other funds available therefor, to pay the principal and interest hereon when due; and that this

Note, together with all other indebtedness of the Borrower outstanding on the date of original issue hereof and on the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness of the Borrower.

IN WITNESS WHEREOF, the City of Whitefish has caused this Promissory Note to be duly executed, attested and delivered, as of this 20th day of June, 2014.

CITY OF WHITEFISH

By John Muhlfeld
Its Mayor

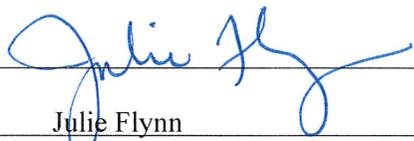
(SEAL)

ATTEST:

By Necile Lorang
Its City Clerk

Board of Investments of the State of Montana hereby assigns the foregoing Loan Agreement and Promissory Note to U. S. Bank National Association (formerly known as First Trust Company of Montana), as Trustee.

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA



By Julie Flynn
Its Bond Program Officer

MONTANA BOARD OF INVESTMENTS
ANNUAL ADJUSTABLE RATE TENDER OPTION
MUNICIPAL FINANCE CONSOLIDATION ACT BONDS
(INTERCAP REVOLVING PROGRAM)

Municipality:	City of Whitefish	Final Payment:	August 15, 2024
Total Commitment:	\$485,112.00	Total # of Payments:	20
Total Draws to Date:	\$0.00	Draw Number:	2549 1
This Draw Down:	\$202,453.00	Date of this Draw:	June 20, 2014
Remaining Commitment:	\$282,659.00	Date of Loan Agreement:	June 20, 2014
Project:	2014 Type 1 Fire Pumper	Series:	2003

<u>Payment Due</u>	<u>Interest Rate</u>	<u># Days Due</u>	<u>Interest Payment</u>	<u>Principal Payment</u>	<u>O/S Loan Balance</u>	<u>Total Amount of Payment</u>
			Beginning Balance		202,453.00	*please see comments
08/15/14	1.000%	56	310.61	0.00	202,453.00	0.00
02/15/15	1.000%	184	1,020.58	9,952.51	192,500.49	11,283.71
08/15/15		181		9,707.89	182,792.60	
02/15/16		184		9,741.01	173,051.60	
08/15/16		182		9,801.95	163,249.64	
02/15/17		184		9,841.77	153,407.87	
08/15/17		181		9,901.75	143,506.12	
02/15/18		184		9,939.05	133,567.07	
08/15/18		181		10,000.13	123,566.94	
02/15/19		184		10,039.57	113,527.37	
08/15/19		181		10,099.51	103,427.86	
02/15/20		184		10,141.09	93,286.77	
08/15/20		182		10,198.60	83,088.17	
02/15/21		184		10,244.77	72,843.40	
08/15/21		181		10,301.26	62,542.14	
02/15/22		184		10,347.20	52,194.94	
08/15/22		181		10,403.65	41,791.29	
02/15/23		184		10,451.81	31,339.48	
08/15/23		181		10,507.07	20,832.41	
02/15/24		184		10,557.46	10,274.95	
08/15/24		182		10,274.95	0.00	
				202,453.00		

COMMENTS:

Interest payments shown from February 16, 2014 to February 15, 2015 are computed at 1.00 percent. After February 15, 2015 interest rates will be adjusted to reflect the adjusted interest rate applied on the outstanding principal balance.

IMPORTANT: If payment is made by check, please send the enclosed amortization schedule(s) with check for proper credit. Please make sure that SpA Lockbox CM9695 is on both the check and envelope.

Please mail a **copy of the amortization schedule** with a check made payable to:

U.S. Bank Trust-SpA Lockbox CM9695
ATTN: Operations Center
1200 Energy Park Drive
St. Paul, MN 55108

OR

Please wire funds to:

U.S. Bank N.A. (Minneapolis)
ABA 091000022
FFC: U.S. Bank Trust N.A.
Account # 180121167365
Wire Clearing Account # 47300023
ATTN: 50364256/996103DKO
INTERCAP: City of Whitefish



June 20, 2014

Board of Investments
of the State of Montana
2401 Colonial Drive, 3rd Floor
PO Box 200126
Helena, MT 59620-0126

U.S. Bank Trust National Association MT
Corporate Trust Department WWH1022
1420 Fifth Avenue, 7th Floor
Seattle, WA 98101-4087

Ladies and Gentlemen:

I have served as counsel to the City of Whitefish (the "Borrower") in connection with its participation in the INTERCAP Program (the "Program") of the Board of Investments of the State of Montana (the "Board"). Terms used herein which are defined in the Loan Agreement, dated as of June 20, 2014 (the "Loan Agreement"), between the Borrower and the Board shall have the meanings specified therein. The resolution of the Borrower authorizing its participation in the Program and the issuance of its Loan Agreement relating thereto is herein referred to as the Loan Agreement Resolution.

I have examined, among other things:

- i) the Borrower Act;
- ii) the Loan Agreement dated as of June 20, 2014, and executed by the Borrower;
- iii) the Promissory Note (the "Note") dated as of June 20, 2014, and executed by the Borrower;
- iv) Resolution No. 14-16 of the Borrower, dated June 16, 2014 (the "Loan Agreement Resolution");
- v) the Security Agreement (the "Security Agreement") from the Borrower to the Board, dated as of June 20, 2014;
- vi) upon receipt of Title, the Notice of Lien with Title from the Borrower, as debtor, to the Board, as secured party, will be mailed for filing to the office of the State of Montana Motor Vehicle Office; and

vii) the proceedings of the Borrower with respect to the due execution and delivery by the Borrower of the Loan Agreement, Note and Security Agreements (the "Program Documents"), and such certificates and other documents relating to the Borrower, the Program Documents and the Loan Agreement Resolution of the Borrower and have made such other examination of applicable Montana law and a review of the Borrower's actions with respect to applicable ordinances and resolutions as we have deemed necessary in giving this opinion.

Based upon the foregoing, we are of the opinion that:

(a) The Borrower is a political subdivision duly organized and validly existing under the laws and Constitution of the State of Montana with full legal right, power and authority to enter into, execute and perform its obligations under the Program Documents and to carry out and effectuate the transactions contemplated thereunder.

(b) The execution of the Loan Agreement and Promissory Note have been duly authorized and are valid, binding and enforceable against the Borrower in accordance with its terms.

(c) The Loan Agreement Resolution of the Borrower has been duly adopted and is valid, binding and enforceable against the Borrower in accordance with its terms.

(d) The Borrower has taken all action required to be taken by it to authorize the execution and delivery of and the performance of the obligations contained in the Program Documents; and such authorization is in full force and effect on the date hereof.

(e) The Borrower has complied with all applicable competitive bidding requirements for the purchase, acquisition, and construction of the Project.

(f) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required to be obtained by the Borrower in connection with the execution, delivery and performance of the Program Documents or the consummation of the other transactions effected or contemplated thereby.

(g) The execution, delivery and performance of the Program Documents, and compliance with the provisions thereof will not conflict with or constitute a breach of, a violation of, or default under, the

Constitution of the State of Montana, or any existing law, charter, judgment, ordinance, administrative regulation, decree, order or resolution of or relating to the Borrower and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument, to which the Borrower is a party or by which it is bound or to which it is subject.

(h) The Program Documents executed by the Borrower, when delivered to the Board, will have been duly authorized and executed and will constitute validly issued and legally binding obligations of the Borrower according to their terms.

(i) No other lien has been filed on this vehicle.

(j) The Board has a direct and valid first security interest in the Project. The Notice of Lien has been (or will be) duly filed for record in such manner at such places as required by law, in order to give constructive notice of and to establish, preserve and protect the lien and security interest of the Board on all properties of every kind described in the Security Agreement. No other recording, filing, rerecording or refiling is required.

It is understood that the enforceability of the Program Documents may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement or creditors' rights.

Sincerely,



Mary VanBuskirk
City Attorney

SECURITY AGREEMENT

This SECURITY AGREEMENT (the "Security Agreement" or "Agreement") is made as of June 20, 2014 by and between the City of Whitefish (the "Borrower"), an Eligible Government Unit, duly organized and validly existing under the laws and Constitution of the state of Montana, and the Board of Investments of the State of Montana (the "Board"). The Borrower enters this agreement in consideration of the loan to it by the Board and for the purpose of securing the Borrower's performance of each and every covenant contained in this agreement and in that certain Loan Agreement dated as of June 20, 2014 by and between the Board and the Borrower (the "Loan Agreement"). All right, title and interest of the Board in this Agreement and the Collateral subject hereto shall be assigned to U. S. Bank National Association (formerly known as First Trust Company of Montana National Association and as the First Trust Company of Montana) (the "Trustee"), as Trustee, under the Indenture of Trust dated March 1, 1991, a First Supplemental Indenture of Trust dated as of March 1, 1992, and a Second Supplemental Indenture of Trust dated as of June 1, 1994 (together the "Indenture") between the Board and the Trustee.

Section 1. Grant.

The Borrower hereby grants the Board a security interest in all goods, equipment, machinery, inventory, furniture, furnishings, fixtures, and all other tangible personal property of the Borrower described in this Security Agreement, whether currently owned or hereafter acquired, together with all accessories, attachments, and additions thereto and replacements therefor and all rents, income and proceeds therefrom (all such property being herein referred to collectively as the "Collateral").

Section 2. Representations.

Borrower represents and warrants that the Collateral, or any part thereof, is not subject to, and shall be kept free from, any security interest, lien or encumbrance other than permitted encumbrances as hereinafter defined in Section 8 hereof ("Permitted Encumbrances").

Section 3. Covenants of the Borrower.

For the purpose of protecting and preserving the security of this Security Agreement, the Borrower promises:

(a) (i) to care for and keep all of the Collateral in good condition and repair; (ii) not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) the Collateral; provided, however, that the Borrower may make such proper replacements, repairs, removals and alterations as it shall in good faith determine to be necessary or advisable to maintain or enhance the efficiency and value of the security created hereby; (iii) to comply with all laws, ordinances, regulations, conditions and restrictions now or hereafter affecting the Collateral or any part thereof; (iv) not to commit or permit any waste and not to permit any deterioration of the Collateral; and (v) not to commit, suffer or permit any act to be done in, upon, or with the Collateral in violation of any law or ordinance if such act might have consequences that would materially and adversely affect the financial condition, assets, properties or operation of the Borrower;

(b) to provide and maintain hazard insurance on the Collateral for its full replacement value; to obtain such insurance from a company of the Borrower's choice, subject to the Trustee's and the Board's approval; to name the Trustee and the Board as additional insured parties in such policies; to deliver duplicate originals or certified copies of the policies of said insurance to the Trustee upon its request;

(c) to appear in and defend any action or proceeding affecting or purporting to affect the security of this Security Agreement, and additional or other security for any of the obligations secured hereby, or the interest, rights, powers, or duties of the Trustee of the Board hereunder, it being agreed, however, that in the case of an action or proceeding against the Trustee or the Board said Trustee or Board, at their option, may appear in and defend any such action or proceeding and, in addition, it being agreed that the Trustee may commence any action or proceeding deemed necessary by it to perfect, maintain or protect such interest, rights, powers or duties, all in such manner and to such extent as it may see fit, and the Trustee is authorized to pay, purchase or compromise on behalf of the Borrower any encumbrance or claim which in its judgment appears or purports to affect the security hereof or to be superior hereto; to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any above described action or proceeding in which the Board or the Trustee may appear;

(d) to pay immediately and without demand all reasonable and necessary sums that the Trustee or the Board expend to enforce the terms of this agreement, including attorneys' fees, with interest from date of expenditure at the rate of twelve percent (12%) per annum; and

(e) (i) to inform the Trustee and the Board in writing of the location of such Collateral and of any changes in the Collateral's location, to execute and deliver to the Trustee and the Board such financing statements and other documents in a form satisfactory to the Trustee and the Board, (ii) to do all acts that may be reasonably requested in order to establish and maintain a perfected interest in the Collateral, and (iii) to pay the costs of filing any notices or statements in any public office in which the Trustee deems filing or recording to be necessary or desirable.

Section 4. Acceptance Not Waiver.

By accepting payment of any sum secured hereby after its due date, neither the Trustee nor the Board shall be deemed to have waived its right either to require prompt payment when due of all other sums so secured or to declare default as herein provided for failure so to pay.

Section 5. Amendment, Additional Security.

Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Security Agreement upon any property not then or theretofore released as security for the full amount of all unpaid obligations, the Trustee may, upon written request by the Board, and without notice to the Borrower, release any person other than the Borrower so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences or releases or cause to be released any portion or all of the Collateral, release any other or additional security for any obligation herein mentioned, to make compositions or other arrangements with debtors in relation thereto; and if the Trustee at any time holds any additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same at its option, either before or concurrently herewith or after a sale is made hereunder.

Section 6. Right of Entry for Inspection.

The Trustee and the Board and their employees and agents may inspect the Collateral at any reasonable time or times, regardless of where such Collateral is located.

Section 7. Entry, Possession, Operation of Equipment and Other Remedies.

If the Borrower fails or refuses to make any payment or to do any act which this agreement obligates it to make or do at the time and in the manner herein provided, then the Trustee and the Board, in their sole discretion, without notice to or demand upon the Borrower and without releasing the Borrower from any obligation hereof, are each authorized to do any of the following:

(a) make any such payment or do any such act in such manner and to such extent as they may deem necessary to protect the security hereof; or

(b) pay, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of the Trustee or Board may affect or appear to affect the security of this Security Agreement, the interest of the Board or the rights, powers or duties of the Trustee or the Board hereunder.

In addition to any right or remedies it may have hereunder or otherwise, the Trustee or the Board shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Montana, including without limitation, the right to dispose of such Collateral at public or private sale.

The Trustee and the Board are not obligated to make any of the payments or to do any of the acts mentioned above, but, upon election so to do, employment of an attorney is authorized and payment of such attorney's fees and of all other necessary expenditures is hereby secured under this Security Agreement.

Section 8. Permitted Encumbrances.

There are no Permitted Encumbrances allowed under this Agreement.

Section 9. Duration of Security Interest.

The security interest herein granted shall continue in full force and effect until all indebtedness hereby secured shall have been fully paid and satisfied and all commitments of the Board to extend credit to or for the account of the Borrower have expired.

Section 10. Additional Security.

The Trustee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Security Agreement or under any other agreement or any laws now or hereafter in force, notwithstanding that some or all of the indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by mortgage, deed of trust, security agreement, lien, or otherwise. The obligation to repay the indebtedness secured hereby remains without reference to condition, disposition or location of the Collateral. Neither the Trustee's acceptance of this Security Agreement nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect the Trustee's right to realize upon or enforce any other security now or hereafter held by the Trustee or the Board.

Section 11. Successors and Assigns.

This Security Agreement applies to, inures to the benefit of, and binds all parties hereto, the Board and the successors and assigns of any of them.

Section 12. Severability.

If any provision hereof should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Security Agreement.

Section 13. Notice of Actions.

The Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which the Borrower, the Board or the Trustee shall be a party, unless brought by the Trustee, or of any pending sale under any other deed of trust or security agreement.

Section 14. Charge for Provision of Statement.

For any statement regarding the obligations secured hereby, a charge, which the Borrower agrees to pay, may be made in an amount not exceeding the maximum allowed by law at the time any such statement is requested.

Section 15. Waiver of Statute of Limitations.

The right to plead any and all statutes of limitations as a defense to any demand secured by this Security Agreement is hereby waived.

Section 16. Substitution of Trustee.

The Board may substitute a successor Trustee from time to time by recording at the places required by law an instrument stating the election by the Board to make such substitution and identifying this Security Agreement.

Section 17. Choice of Law.

The laws of the state of Montana shall govern the construction and interpretation of this agreement.

Section 18. Notice.

Notices to the Borrower may be mailed to it at: P.O. Box 158, Whitefish, MT 59937-0158,
Attention: Finance Director, or at such other address as the Borrower may file in writing with the Trustee. Notices to the Trustee hereunder may be mailed to it at: U. S. Bank National Association, Corporate Trust Services PD-WA-T7CT, 1420 Fifth Avenue, 7th Floor, Seattle, WA 98101, or at such other address as the Trustee may file in writing with the Borrower. Notices to the Board may be mailed to the Board of Investments of the State of Montana, P.O. Box 200126, Helena, Montana 59620-0126

IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be duly executed as of this 20th day of June, 2014.

CITY OF WHITEFISH

By John Muhlfeld
Its Mayor

(SEAL)

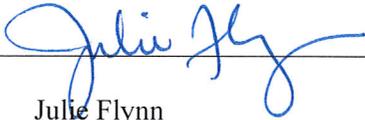
ATTEST:

By Necile Lorang
Its City Clerk

For value received, the undersigned hereby grants, assigns and transfers to U. S. Bank National Association (formerly known as First Trust Company of Montana National Association and as First Trust Company of Montana), as trustee under the Indenture of Trust dated March 1, 1991, between the undersigned and said trustee for the holders of the Board of Investments of the state of Montana Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program), Series 1991, all of its right, title and interest in this Security Agreement and the Collateral subject hereto.

Dated: June 20, 2014

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA



By Julie Flynn
Its Bond Program Officer

DESCRIPTION OF COLLATERAL

<u>Item</u>	<u>Serial and Model Number</u>	<u>Amount</u>
2014 Rosenbauer Type 1 Fire Pumper	54F2CB610EWM10591	\$202,453.00

General Fire Apparatus, Inc.
4004 East Trent Avenue
Spokane, Washington 99202

SPECIALTY VEHICLES



"CHASSIS INVOICE"

Date: June 3, 2014
Department: Whitefish Fire Department
275 Flathead Avenue
Whitefish, Montana 59937

Purchase of *One (1) Rosenbauer Commander Chassis Mounted To a Rosenbauer Fire Apparatus*
VIN#54F2CB610EWM10591

This is your chassis invoice for your new Rosenbauer Fire Apparatus. Please pay from this invoice, as per our bid contract. Any discounts offered, as per the contract, will be itemized on the final invoice.

<u>Item and Description:</u>	<u>Amount</u>
1. Total Chassis Amount	\$202,453.00
2. Total amount due now	\$202,453.00

Please make payment to:
General Fire Apparatus, Inc.
4004 East Trent Avenue
Spokane, Washington 99202

If you have any questions or comments, please feel free to contact us at 1-800-541-4218.

Authorized Distributor For Rosenbauer Fire Apparatus

YOUR SINGLE SOURCE FOR SALES & SERVICE SINCE 1957

CERTIFICATE OF APPROPRIATION

The undersigned City Clerk hereby certifies with respect to the Loan Agreement (the "Loan Agreement"), dated as of June 20, 2014, by and between the City of Whitefish (the "Borrower") and the Board of Investments (the "Board") that:

1. The governing body of the Borrower will prepare its budget for fiscal year 2015 and include in its budget an amount designated and sufficient to make the Loan Repayments (as defined in the "Loan Agreement") due in fiscal year 2015.

Dated this 20th day of June, 2014.

CITY OF WHITEFISH

By Necile Lorang
Its City Clerk

The following pages were handed out at the City Council meeting the night of the meeting. They are included here as an addendum to the packet.

Abell

received
6-13-14
City Clerk's Office

April 10, 2014

Bailey Minnich, Planner II
City of Whitefish
510 Railway St.
P O Box 158
Whitefish, Montana 59937

Re: Request from the Lodge at Whitefish Lake

Having grown up on Monks Bay, living there from 1939 to 1974, and still keep my boat there on family property, I've watched the impact the boats moored at the Lodge have had on the water quality and generated safety concerns.

For the most part the water was clear with the exception of severe wind storms. Now it is very rarely that way due to excess boat traffic, caused primarily by the larger and bladder type boats moored there.

I therefore object to any further expansion of dock length or number of slips permitted.

Charles

	Mr. Charles Abell 5 Woodland Pl Whitefish, MT 59937
---	---

862-7383

April 14, 2014

Dave Taylor, Planner: Whitefish City-County Planning Board: Whitefish City Council
City of Whitefish
510 Railway St.
P O Box 158
Whitefish, Montana 59937

As one of the persons, along with Gene Hedman, Frank Morrison, Jerry Hanson and others, and with the help of Bob Brown, we were able to get Lakeshore Protection legislation passed by the Montana Legislature in 1975. I have become very concerned about the permissiveness that has found its way into local administration of this state law.

This legislation was presented and passed to maintain unique quality and ambience of Montana public waters and our shorelines. Local examples shown to the legislature were dredging in Lazy Bay, Viking Lodge filling in of Monks Bay, and the wooden bulwark at Glenwood.

The maintenance of a natural and quality shoreline has added immeasurably to the economic values of shoreline owners as well as to the attractiveness presented to our visitors.

The standards that were set in the formative years of our local committee were intended to meet the purpose of the progressive legislation. Many of the committees made of both county and city residents were selected for their interest of quality shorelines, and were from various locations around our lake. They took pride in the results and often mentioned how much better it looks here relative to many other NW Montana lakes.

Rules and regulations were set by our local committee as intended by the legislature because they know the lake and could recommend what was appropriate. Example: while dock length and surface coverage was set by shore ownership but where maximum length was not needed, due to bottom steepness, appropriate length was permitted. Not just because!

After having attended the County Planning Dept. Lakeshore meeting earlier this year, I wonder if we should be using their department's inspector. We all pay county taxes.

You must be thinking about what our lakes and shorelines will be like 100 years from now. Don't let short-term, current personal wishes, destroy the enjoyment of those who follow us.



Mr. Charles R. Abell
5 Woodland Pl.
Whitefish, MT 59937

received

6-16-14

City Clerk's Office

----- Original Message -----

Subject: Lodge at Whitefish
From: "Marcia Sheffels" <mss_59937@yahoo.com>
Date: Fri, June 13, 2014 6:18 pm
To: "jmuhlfeld@cityofwhitefish.org" <jmuhlfeld@cityofwhitefish.org>

Dear Mayor,

As an elected official myself, I appreciate the time and thoughtfulness that goes into decision-making. Thank you for providing a contact e-mail address for open communication. Thank you personally, John, for always giving me a chance to share thoughts.

I am a full-time resident of Monk's Bay having inherited my family property where I had the good fortune of growing up. My parents, grandparents and I have never had the not-in-my-backyard mentality that some public assume private lakeshore owners to have.

We were taught respect and good stewardship of the lake and lakeshore and we have taught the same to our children and now grandchildren.

Each year my family counts itself lucky to be able to pay the \$14,000 in taxes for the 100 feet of lakeshore, because it is not easy.

The lake is a special asset that not only needs to be shared and enjoyed now by the public, but must be balanced with the lake's future.

The Lodge requested another expansion. While my family appreciates the beauty and opportunities that the Lodge provides to the community and visitors, we have three major concerns:

- 1 The "bigger is better" theory is not always true.
2. "Play by the rules" has not been equally sustained and enforced and rules are in place for a purpose.
3. "Safety first", in my family's experience on the lake, has not been a top priority of the Lodge.

Thank you for weighing both sides carefully in your upcoming decision.

Marcia Sheffels

Rec'd at Council mtg 6-16-14

Whitefish Mayor John Muhlfeld
City Council Members Anderson, Barberis, Feury, Fransen, Hildner, Sweeney
Whitefish City Hall
418 E 2nd Street
Whitefish, MT 59937
June 16, 2014

Dear Mayor and Council:

I live year around in Monk's Bay, six properties to the south of the Lodge. My parents bought and built on the property in 1954. Our taxes last year were \$14,000 for the 100 feet of lakeshore.

My generation was taught the importance of good stewardship of the lake and consideration for neighbors and the impact each of us could have on the lake as a whole which was for everyone's recreation. In the 1960's we enjoyed the Viking Lodge in Monk's Bay.

Now we have the Lodge at Whitefish Lake. Its original plans, with good counseling, were modified to construct the existing facility which sits harmoniously into the natural surroundings. Without doubt, the lakeside facility and grounds have been an asset to the city of Whitefish.

While the issue tonight is just the marina, I speak of the Lodge in the sum total of its many facilities.

Another expansion is requested of which I am opposed for three reasons. One, the "bigger-is-better" philosophy is not always true. Two, "playing by the rules" should be equally enforced and respected. Three, "safety first" seems overlooked.

The first reason "bigger is not always better" can be expressed in a simplified analogy—does the community want box stores instead of downtown quality stores? The same can be said of construction on the lake. Do we want commercialism that overpowers the naturalness and rusticity, the very qualities that have drawn people here. **This lake has not been preserved and gained its current popularity without help!** The Lodge could certainly overgrow its uniqueness and appeal.

A week ago last Saturday, three or four planes landed on the lake and docked at the Lodge, undoubtedly for lunch—can the water and shoreline in Monk's Bay continually take more and larger traffic? Will the Lodge next request ways for mooring aircraft? At this rate, with this kind of development, the lake is going to be damaged. Our forefathers were long-range visionaries. I question if that is happening now. At what point do family profit and special interests supercede historical values, and long-term vision for preservation. Satisfying the here-and-now mentality is important, but must be balanced with the future.

My second reason for concern is, “playing by the rules”. Out of necessity for protecting the lake, in the 1970’s a group of local lake owners began to realize the need for regulations. This very action and the resulting regulations have preserved the lake and lakeshore in numerous ways. At the same time it has helped developers over the years because the lake has provided valuable land sales. Once again, **the lake has not remained a beautiful and popular place without help and some oversight.**

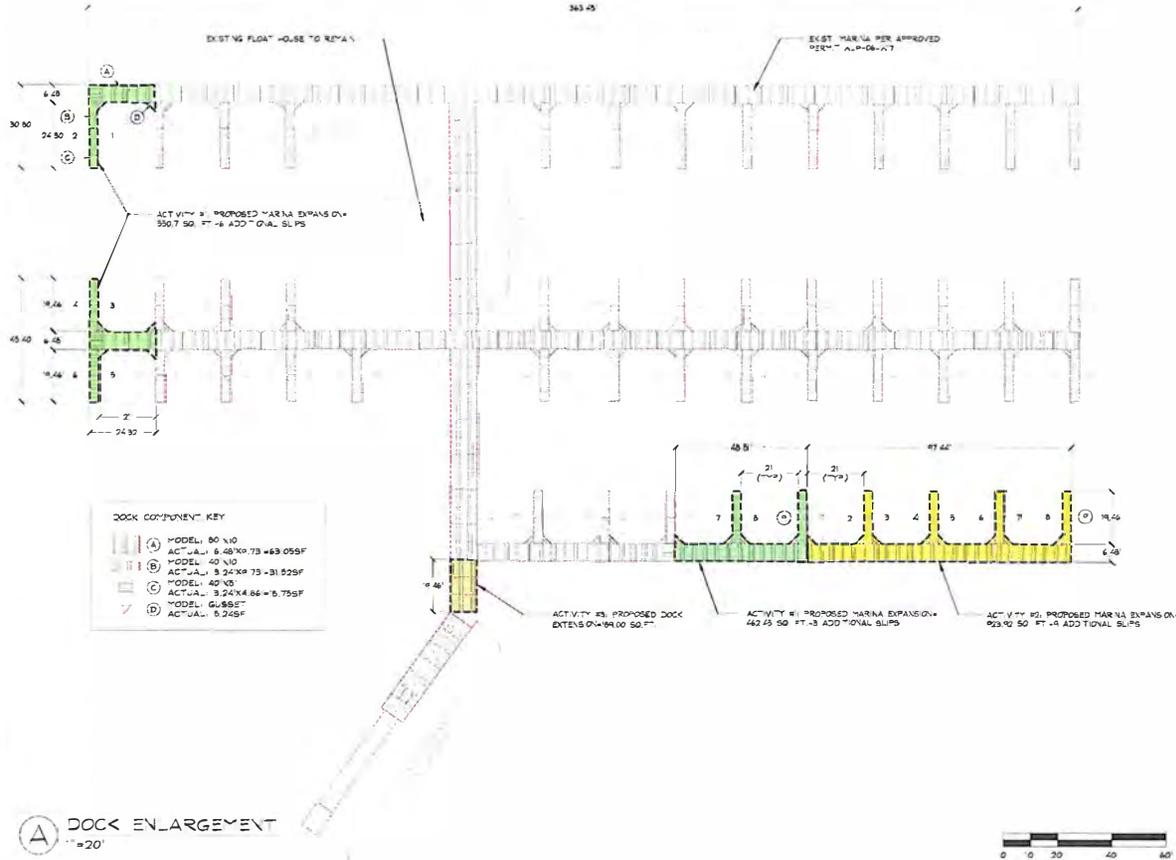
Within the regulations, there are two sets of rules about docks—one set for private docks and one set for public marinas. Private owners generally appreciate and want to follow regulations to keep the lake quality the finest. Again—**the lake has not remained a beautiful, popular place without help.** This public marina has not shown that level of respect for regulations—many infractions have been cited over the years. I served on the Whitefish Lakeshore Protection Committee during a decade when many of the out-of-compliance activities occurred.

My last but by no means least reason for opposing the extension is safety first –the existing no wake zone at the Lodge is frequently abused by its very own employees and guests causing navigational hazards and daily muddy waters. Moving the marina further out to accommodate boats moored on the inside slips, does not enhance public safety. Extending the dock and the no-wake zone will not prevent the ongoing abuse from within; that is management. Also, it jeopardizes the public entering the bay who already must navigate around an extensive sand bar. Lastly, one must not overlook a popular dining and bar location that can put drinking boat drivers on the lake.

Bigger is not always better, regulations are in place for a purpose, and safety are my reasons for opposing the latest Lodge request. Thank you.

Sincerely,

Marcia Sheffels
450 Parkway Drive
Whitefish MT 59937



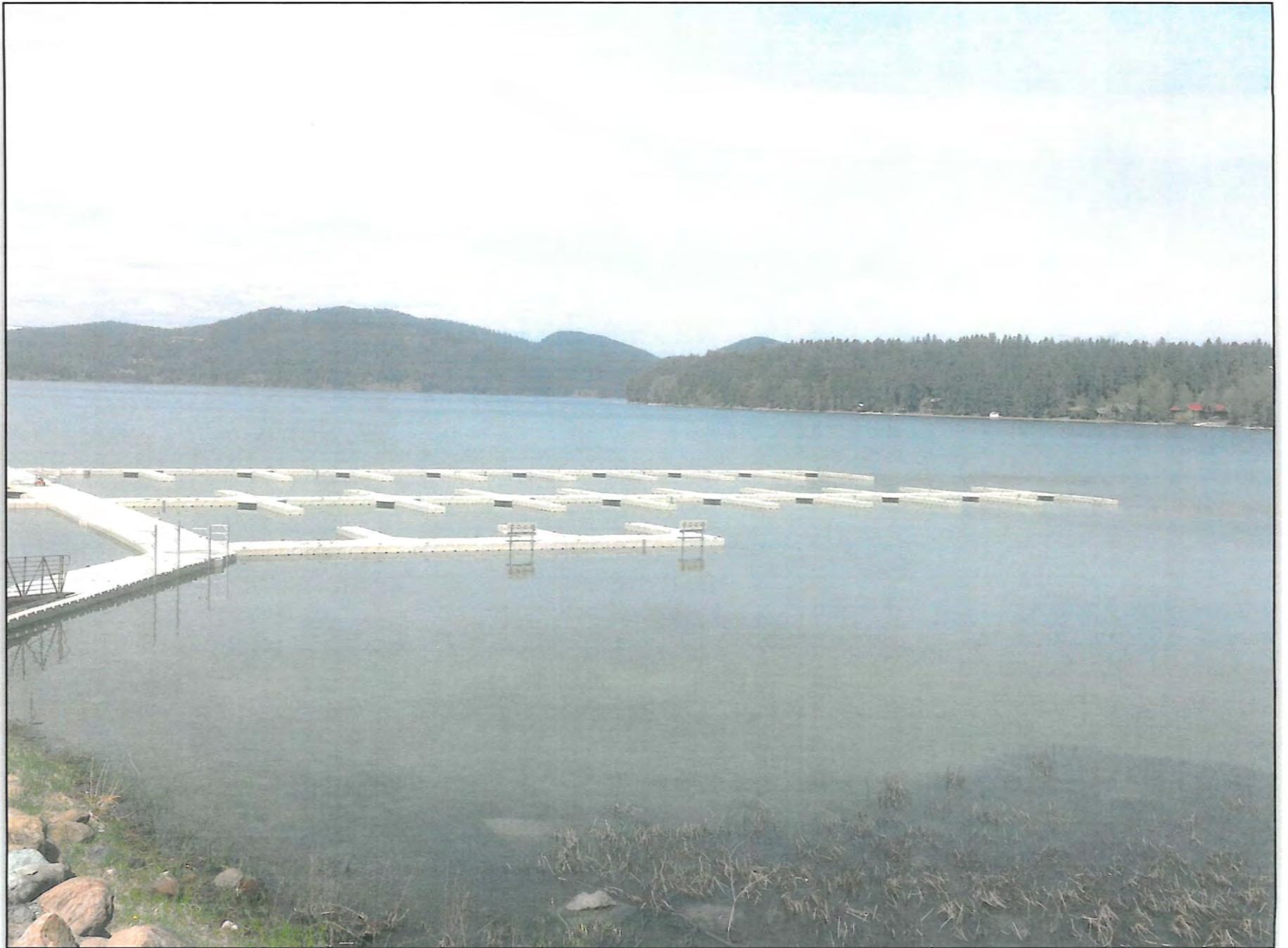
LODGE AT WHITEFISH LAKE LAKESHORE CALCULATIONS		
EXISTING MARINA (PER APPROVED PERMITS)		
WATER USE CONSTRUCTED AREA	9,712 SQ SF	
DOCK PUMPS	212 SQ SF	
LANDINGS	72 SQ SF	
FLOAT HOUSE	1,958 SQ SF	
TOTAL EXISTING IMPERVIOUS CONSTRUCTED AREA	12,874 SQ SF	
*NOT INCLUDING 174 BERTHOES (100' MAX LENGTH) ASSOCIATED WITH 40' DEPTH		
TOTAL ALLOWABLE IMPERVIOUS CONSTRUCTED AREA & NUMBER OF SLIPS		
NEW, ALLOWABLE IMPERVIOUS CONSTRUCTED AREA		
LODGE AT WHITEFISH LAKE	11,102 SQ SF	
FRONTAGE (PER SUPPLY)	1,284 SQ SF	
ADDITIONAL FRONTAGE TO SOUTH PROPOSED DOCK HOUSE	87 SQ SF	
ADDITIONAL FRONTAGE TO SOUTH PROPOSED DOCK HOUSE	1,284 SQ SF	
TOTAL NEW FRONTAGE	1,371 SQ SF	
NEW, ALLOWABLE DOCK SLIPS FOR PUBLIC MARINA		
LODGE AT WHITEFISH LAKE FRONTAGE	954 SQ SF	
ADD. TOTAL FRONTAGE TO SOUTH PROPOSED DOCK HOUSE	87 SQ SF	
TOTAL FRONTAGE	1,041 SQ SF	
	84 SLIPS	
ACTIVITY #1		
PROPOSED MARINA EXPANSION, 9 SLIPS ASSOCIATED WITH LAND TO SOUTH	1,013,200 SQ	9 SLIPS
PROPOSED ADDITIONAL IMPERVIOUS AREA & PROPOSED ADDITIONAL SLIPS	10,254 SQ SF	**85 SLIPS
EXISTING IMPERVIOUS AREA & EXISTING SLIP COUNT	11,268 SQ SF	84 SLIPS
TOTAL PROPOSED IMPERVIOUS AREA & TOTAL SLIP COUNT	11,268 SQ SF	84 SLIPS
ALLOWABLE IMPERVIOUS AREA & ALLOWABLE SLIP COUNT	11,268 SQ SF	84 SLIPS
DIFFERENCE	13,74 SQ	0
**DOES NOT INCLUDE ONE SLIP DEDICATED TO EMERGENCY SERVICES. THIS DOES NOT COUNT TOWARDS TOTAL ALLOWABLE SLIP COUNT		
ACTIVITY #2 (VARIANCE #1)		
PROPOSED PUBLIC BENEFIT MARINA EXPANSION, 9 SLIPS DEDICATED TO PUBLIC USE	923,000 SQ	9 SLIPS
PROPOSED IMPERVIOUS AREA		
ACTIVITY #3 (VARIANCE #2)		
PROPOSED DOCK EXTENSION, FOR MINIMUM WATER DEPTH	250,33 SQ	
CURRENT LENGTH DOCK EXTENDING INTO LAKE (PER MARINA MEASUREMENTS APRIL 25, 2006)	17,48 SQ	
PROPOSED ADDITIONAL FEE	266,08 SQ	
TOTAL PROPOSED LENGTH DOCK EXTENDING INTO LAKE (FROM HIGH WATER PER SURVEY BY SANDS)	283,51 SQ	
TOTAL PROPOSED LENGTH OF DOCK AND GANTRIES	283,51 SQ	
IMPERVIOUS AREA OF PROPOSED DOCK EXTENSION	183,00 SQ	

BRUCE BODDY
 1000 W. 10th St.
 Whitefish Lake, WI 54983
 Phone: (920) 837-1111
 Fax: (920) 837-1112

BRUCE BODDY
 SURVEY BY
 BRUCE BODDY, INC.
 2 1/2" SCALE LOOP
 CALL BRUCE BODDY, INC.
 (920) 837-1111

LODGE AT WHITEFISH LAKE
 DOCK ENLARGEMENT & LAKESHORE CALCULATIONS
 SCALE: SEE SHEET
 DATE: 03-03-14
 JOB #: 14-04
 PROPOSED MARINA EXPANSION DOCK ENLARGEMENT & LAKESHORE CALCULATIONS
 SHEET 2 OF 2





Rec'd at Council Meeting 6-16-14



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June 16, 2014

Whitefish City Council
418 E. Second Street
Whitefish, MT 59937

Dear Council Members;

As a representative of the 675 Real Estate professional here in NW Montana, I am here on their behalf to speak to the proposal of using some TIF funds to finance a facelift on the Whitefish Mall. We believe that an upgrade to the mall would have a tremendous positive impact not only on the businesses and residents in the immediate vicinity of the mall, but will also carry an impact through the entire the Highway 93 south corridor.

From almost its inception, the mall has seen a constant parade of tenants setting up shop and then leaving when they couldn't maintain enough business revenue. It is my understanding that Shopko Homestores is interested in becoming a tenant of the Mall. With the potential of this commitment from Shopko, the City should be promoting and inviting a relationship with this national chain, and secure funding to show our excitement.

There has always been strong public sentiment in this City not to build box stores that would take away from the "ski town-flavor" of Whitefish. Well, here is an opportunity to promote true infill development! Whitefish should also recognize that there has been a significant community need for a store that can provide the wide range of products for a reasonable price point. Folks from Whitefish shouldn't have to travel down to Target every time they need birthday party supplies or a selection of socks/underwear! Without Shopko coming to the Mall, it will only be a matter of time before one of the other box stores comes sniffing around to fulfill this need.

The mall is old and dated looking. A renovation has been long overdue for many years. Shopko has some funding for rehab and renovation, but cannot do an adequate job alone. I would hope that the City of Whitefish could recognize the need for a facelift for the mall, not only for the sake of attracting this franchise store to the area, but to continue a healthy and prosperous business district in the south Highway 93 corridor.

My Realtor colleagues tell me that with an updated appearance and the more inviting the setting, the more people are attracted to the enterprise and subsequently attracted to enterprises in the immediate area. Facelifting the mall benefits more than the mall and will result in an increase in commercial and residential real estate values with the added benefit that you keep business activity within your community.

Thank you for your kind consideration of these remarks this evening.

Erica Wirtala
Erica Wirtala, Government Affairs Director
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110 Cooperative Way
Kalispell, MT 59901