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

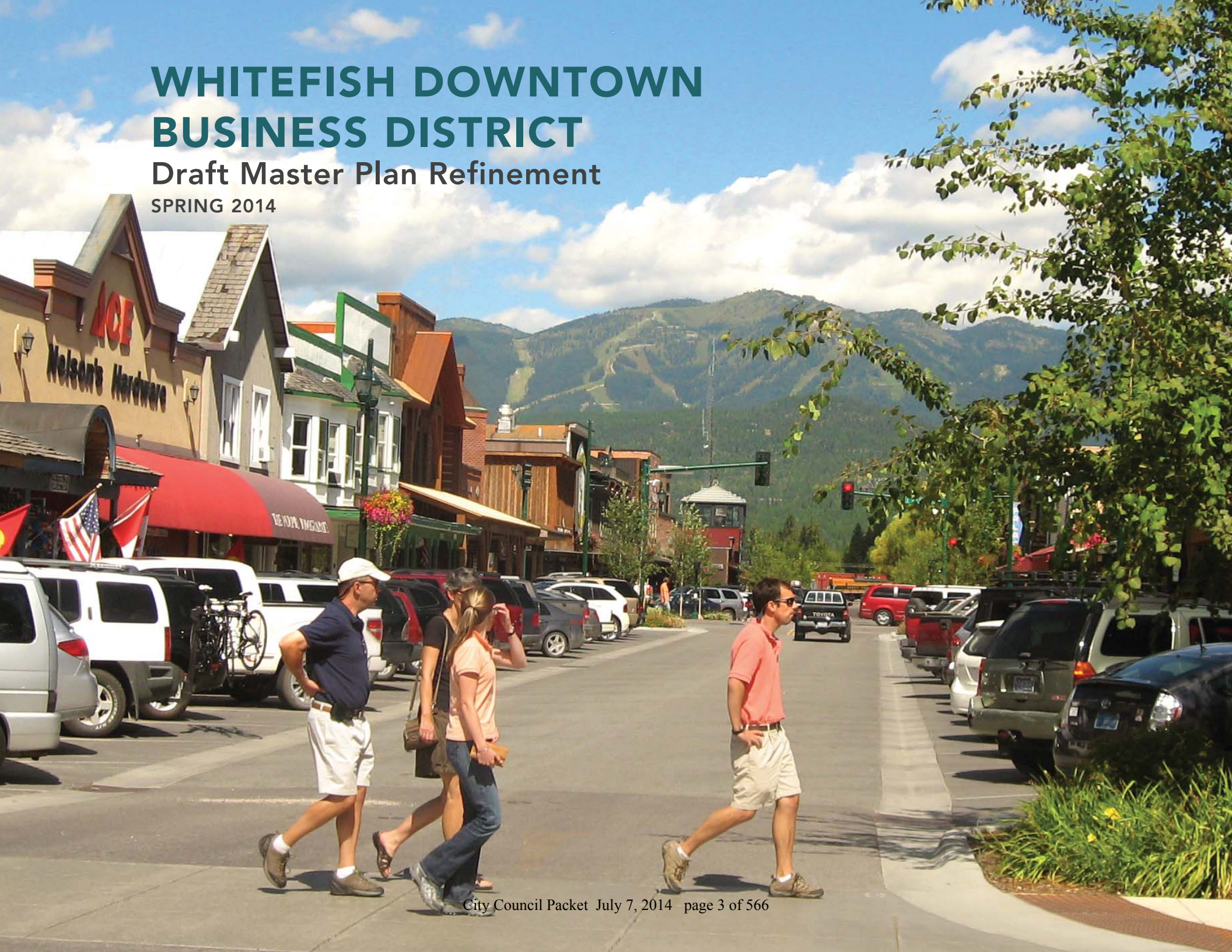
1. Call to Order
2. 5:00 - Tax Increment District – future financial plan and pro forma cash flow statement
3. 5:45 - Downtown Master Plan Update
4. Public Comment
5. Adjourn

| | A | B | F | G | H | I | J | K | L | M |
|---|---|---|---|---|---|---|---|---|---|---|
| 37 | TIF Financial Plan July 2013 through July 2020 | | | | | | | | | |
| 38 | | | FY 2015 | FY 2016 | FY 2017 | FY 2018 | FY 2019 | FY 2020 | | Total |
| 39 | **Beginning Cash Balance** | | $ 1,777,777 | $ 503,931 | $ 1,662,755 | $ 3,421,712 | $ 5,002,241 | $ 4,692 | | |
| 40 | **Revenues** | | | | | | | | | |
| 41 | Property Taxes [1] | | $ 4,635,234 | $ 4,866,996 | $ 5,110,345 | $ 5,365,863 | $ 5,634,156 | $ 5,915,864 | | 31,528,458 |
| 42 | State Entitlement Payment | | 148,194 | 148,194 | 148,194 | 148,194 | 148,194 | 148,194 | | 889,164 |
| 43 | Miscellaneous | | 35,000 | | | | | | | 35,000 |
| 44 | Total Revenues | | $ 4,818,428 | $ 5,015,190 | $ 5,258,539 | $ 5,514,057 | $ 5,782,350 | $ 6,064,058 | | 32,452,622 |
| 45 | **Expenditures** | | | | | | | | | - |
| 46 | TIF Bond Debt Service (last yr use 1.5mill reserve) | | $ 1,769,988 | $ 1,778,886 | $ 1,776,586 | $ 1,780,933 | $ 1,779,898 | $ 240,512 | | 9,126,803 |
| 47 | Semi-annual School Payment [1] | | 650,000 | 682,500 | 716,625 | 752,456 | 790,079 | 829,583 | | 4,421,243 |
| 48 | Transfer to City Hall Fund [2] | | $250,000 | 250,000 | 250,000 | 250,000 | 1,250,000 | | | 2,250,000 |
| 49 | Salaries and O&M [3] | | 368,653 | 379,713 | 391,104 | 402,837 | 414,922 | 427,370 | | 2,384,599 |
| 50 | Business Rehab Loan | | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | | 180,000 |
| 51 | Land Purchase | | | | | | | | | - |
| 52 | Urban Renewal Projects: | | | | | | | | | - |
| 53 | Misc Urban Renewal Projects | | 300,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | | 375,000 |
| 54 | High School TIF project | | 750,000 | | | | | | | 750,000 |
| 55 | Depot Park ($2 million) (phase 2-4) | | 300,000 | 620,267 | 220,267 | 602,302 | | 225,233 | | 1,968,068 |
| 56 | Ped-Bike bridge to Skye Park (Total ~$600k) | | 360,000 | | ? | | | | | 360,000 |
| 57 | Develop additional downtown parking | | ? | | | | 6,500,000 | | | 6,500,000 |
| 58 | Assist Private Developer - Boutique Hotel | | 513,633 | ? | ? | ? | ? | | | 513,633 |
| 59 | Assist Private Developer - Idaho Timber | | ? | ? | ? | ? | ? | | | - |
| 60 | Assist Private Developer - N. Valley Hospital | | ? | ? | ? | ? | ? | | | - |
| 61 | Assist Private Developer - Other Redevelopment | | 200,000 | ? | ? | ? | ? | | | 200,000 |
| 62 | Downtown/O'Shaugnessy Restrooms | | 100,000 | | | | | | | 100,000 |
| 63 | Other Real Estate Committee Land Purchase Options | | ? | ? | ? | ? | ? | | | - |
| 64 | Housing Authority | | | | | | | | | - |
| 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 | | - | - | - | - | - | - | | - |
| 69 | Contingency | | 500,000 | 100,000 | 100,000 | 100,000 | | 100,000 | | 900,000 |
| 70 | Total Approximate Non-Committed | $646,000 | | | | | | | | - |
| 71 | Total Expenditures | | $ 6,092,274 | $ 3,856,366 | $ 3,499,582 | $ 3,933,528 | $ 10,779,899 | $ 1,867,698 | | 30,029,346 |
| 72 | Revenues less Expenditures | | $ (1,273,846) | $ 1,158,824 | $ 1,758,957 | $ 1,580,529 | $ (4,997,549) | $ 4,196,360 | | $ 2,423,275 |
| 73 | **Ending Cash Balance** | | $ 503,931 | $ 1,662,755 | $ 3,421,712 | $ 5,002,241 | $ 4,692 | $ 4,201,052 | | |
| 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 | 6/26/2014 | | |

# WHITEFISH DOWNTOWN BUSINESS DISTRICT

## Draft Master Plan Refinement

SPRING 2014



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# EXECUTIVE SUMMARY

# OVERVIEW

The Whitefish Downtown Business District Master Plan 2014 updates the plan adopted in 2006. The intent of this updated plan is to:

- Build upon Central Avenue private development stimulated by considerable public investment that has occurred since 2006
- Focus 'next phase' public improvement efforts on extending the downtown pedestrian enhancements along Central Avenue one block south to Fourth Avenue and one block north of Railway to the Depot and extending pedestrian improvements into the Railway District along First Avenue, Lupfer Street and Third Avenue
- Emphasize the importance of providing essential retail parking and remain consistent with the 2013 Parking Structure and City Hall Feasibility Study
- Provide for a new City Hall and remain consistent with the siting recommendations of the 2013 Parking Structure and City Hall Feasibility Study
- Replace the adopted Plan of 2006 as an amendment to the Whitefish City-County Growth Policy and remain compliant with the State of Montana Growth Policy requirements
- Set forth a new implementation strategy for public projects that will stimulate significant private investment and identify project phasing

## 2006 PLAN IMPLEMENTATION

Following Plan adoption, numerous projects identified in the Plan have been constructed or planned further, including:

- First, Second, and Third Streetscape Improvements including above- and below-grade street utilities, sidewalk, landscape and roadway reconstruction (Baker to Spokane Avenues)
- Central Avenue Streetscape Improvements including above- and below-grade street utilities, sidewalk, landscape and roadway reconstruction (Railway to Third Streets)
- Storefront improvements and expansion through renovation or conversion to ground-floor retail use
- Numerous new buildings constructed throughout the downtown
- New public retail parking lot at the intersection of Spokane and Second Street
- Improvements to the Middle School Performing Arts Center

Notable deviations from the 2006 plan incorporated into the update include:

- Proposed construction of a new City Hall Parking Structure at Second Street and Baker Avenue rather than at Depot Park
- Omission of the 'Whitefish Landing' waterway within the BNSF railway area
- Completion of a new Depot Park Master Plan that does not include a civic plaza gathering space

The refinement includes consideration of adopted Whitefish Transportation Plan (2009) elements and recommendations of the Whitefish Urban Corridor Study of U.S. 93 (2010).

# GUIDING PRINCIPLES

## A COORDINATED EFFORT

The 2014 Master Plan Update addresses the objectives of the 2006 Master Plan which was developed by The City of Whitefish Staff, elected officials, and the general public. The Master Plan objectives are organized in the following five categories:

### 1) Downtown Business Vitality

- Keeps existing businesses healthy
- Provides opportunities for new community-serving businesses
- Better accommodates existing and future tourist industries
- Develops a strategy to strengthen downtown retail through proposals for additional viable retail sites, development and building improvements
- Creates a pedestrian-friendly environment to encourage visitors and residents to utilize downtown businesses

### 2) Transportation

- Ensures that Highway 93 roadway and intersection changes enhance and support downtown businesses rather than serve as merely as a conduit for regional through-traffic
- Accommodates increasing traffic volumes without degrading downtown livability and the retail environment by shifting regional traffic to Baker Avenue rather than Spokane Avenue
- Locates new parking facilities to support downtown retail and commercial businesses
- Accommodates alternative transportation modes (pedestrian, bicycle, and transit) to reduce downtown congestion

### 3) Public Facilities

- Identifies appropriate public facilities and their locations to strengthen existing businesses
- Identifies public improvements needed to stimulate downtown development

### 4) Environment

- Connects the downtown to the natural environment; Emphasizes the natural environment as a central feature in the community's appeal to visitors and residents alike
- Highlights the unique natural environment in design concepts

### 5) Growth Management

- Maximizes opportunities for higher-density market rate and affordable housing
- Demonstrates how Downtown Whitefish can provide adequate commercial and retail capacity as an alternative for expansion or creation of new commercial/retail development along the Highway 93 corridor outside of Downtown

# FUNDAMENTAL CONCEPT

The key components of the long-term vision for development, improved access for all modes, enhanced livability, and maintenance of the historic characteristics of the Whitefish Downtown Business District include:

**1) A Shopping Loop**

The shopping loop will strengthen Central Avenue retail by providing additional retail opportunities in the Railway District along First Street and Lupfer Avenue. It will also provide commercial opportunities south of Second Street along Lupfer Avenue and Third Street.

**2) Shopping Loop Pedestrian Enhancements**

The enhancements will extend the Central Avenue streetscape north to Depot Street and south to Fourth Street, along First Street, Lupfer Avenue, and Third Street. They will match existing Central Avenue streetscape character and materials.

**3) Whitefish Promenade**

The promenade will connect existing multi-use trails to new trails along Railway Street and the Baker/Wisconsin Avenue underpass. It will provide a protected bikeway and sidewalk enhancements along Spokane Avenue and Railway Street. This system will encircle and connect the downtown to the Whitefish River and downtown parks and will provide protected bikeway connections to nearby residential neighborhoods adjacent to downtown.

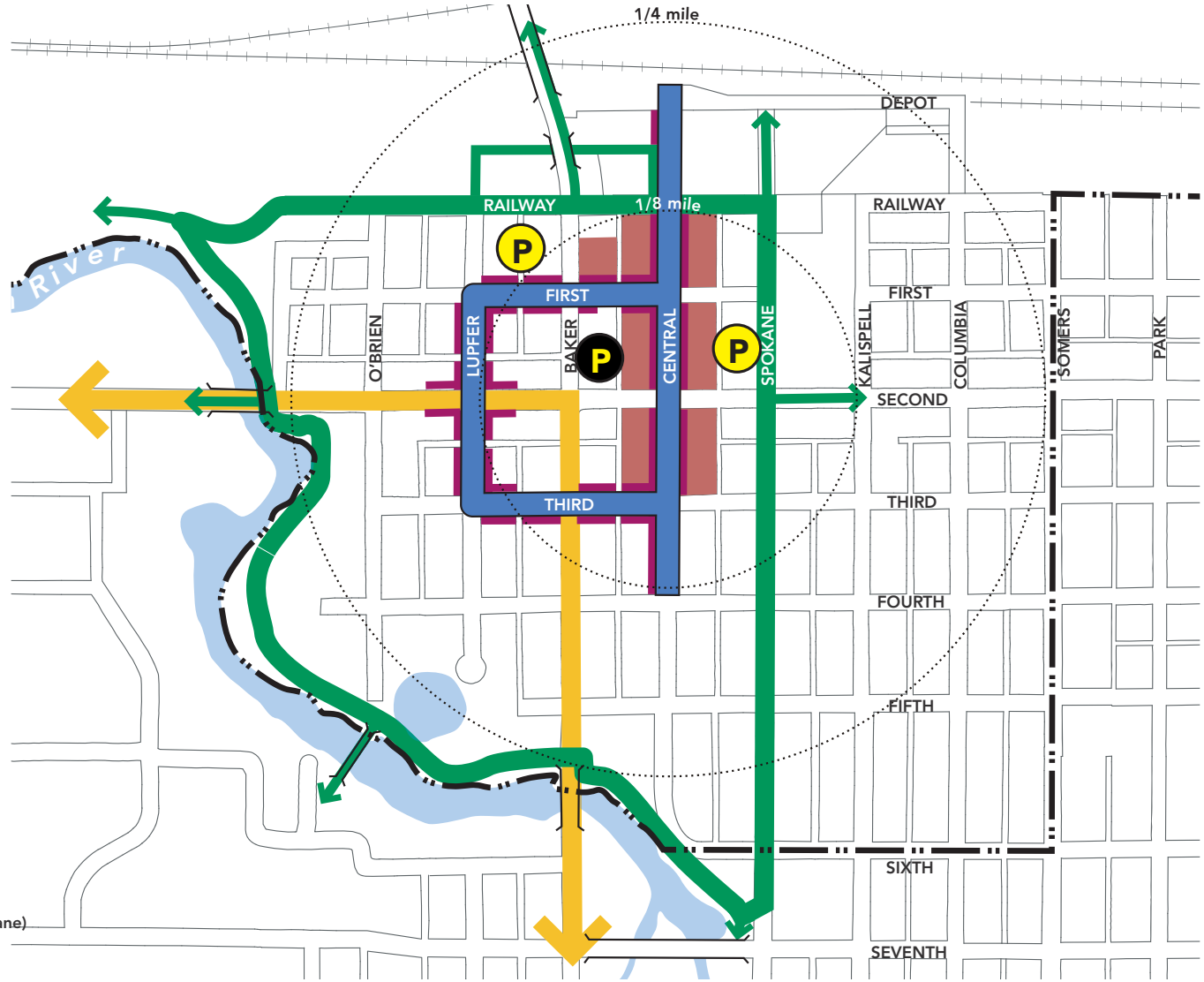
**4) Essential Parking Structures**

Two additional retail parking structures should be constructed at Spokane Avenue & Second Street and Baker Avenue & Second Street which will serve Central Avenue and adjacent areas. An additional structure should be constructed at the northwest intersection of First Street and Baker Avenue to serve the Railway District and may be part of a mixed-use development that encompasses the entire block.

**5) Urban Highway**

To encourage regional traffic through downtown, a contra-flow lane should be constructed on Baker Avenue.

## Fundamental Concept Diagram




### LEGEND

- Existing Storefront Retail
- Shopping Loop
- Shopping Loop Pedestrian Enhancements
- Whitefish Promenade
- Urban Highway
- (P) Essential Parking Structures (Railway & Spokane)
- (P) Essential Parking Structure (City Hall)

# TRANSPORTATION FRAMEWORK

The transportation framework identifies all transportation elements for all modes. It establishes a comprehensive 'complete street' network of integrated and balanced pedestrian, bicycle and auto facilities that connect to and within the downtown study area. While ensuring that essential auto and truck access is maintained, the transportation framework has a special emphasis on providing an 'active transportation' system. This system includes pedestrian and bike-friendly streets, intersections, sidewalks, and recreation trail elements that enhance mobility and the quality of life for those living in, working in, or visiting Downtown Whitefish.

## KEY TRANSPORTATION FRAMEWORK ELEMENTS:

**Auto Mobility Streets (Auto/Truck Emphasis)—**Essential Highway 93 regional access routes to and within the downtown are identified. Considerations for the urban highway should de-emphasize regional traffic along Spokane Avenue and utilize Baker Avenue contra-flow lane improvements suggested in the US Highway 93 Urban Corridor Study as the primary regional mobility route.

**New Streets—**Conceptual location for a new local street grid north of Railway Street is identified. These new streets would be constructed concurrently with adjacent new high-density residential development on parcels which are identified in the Land Use Framework.

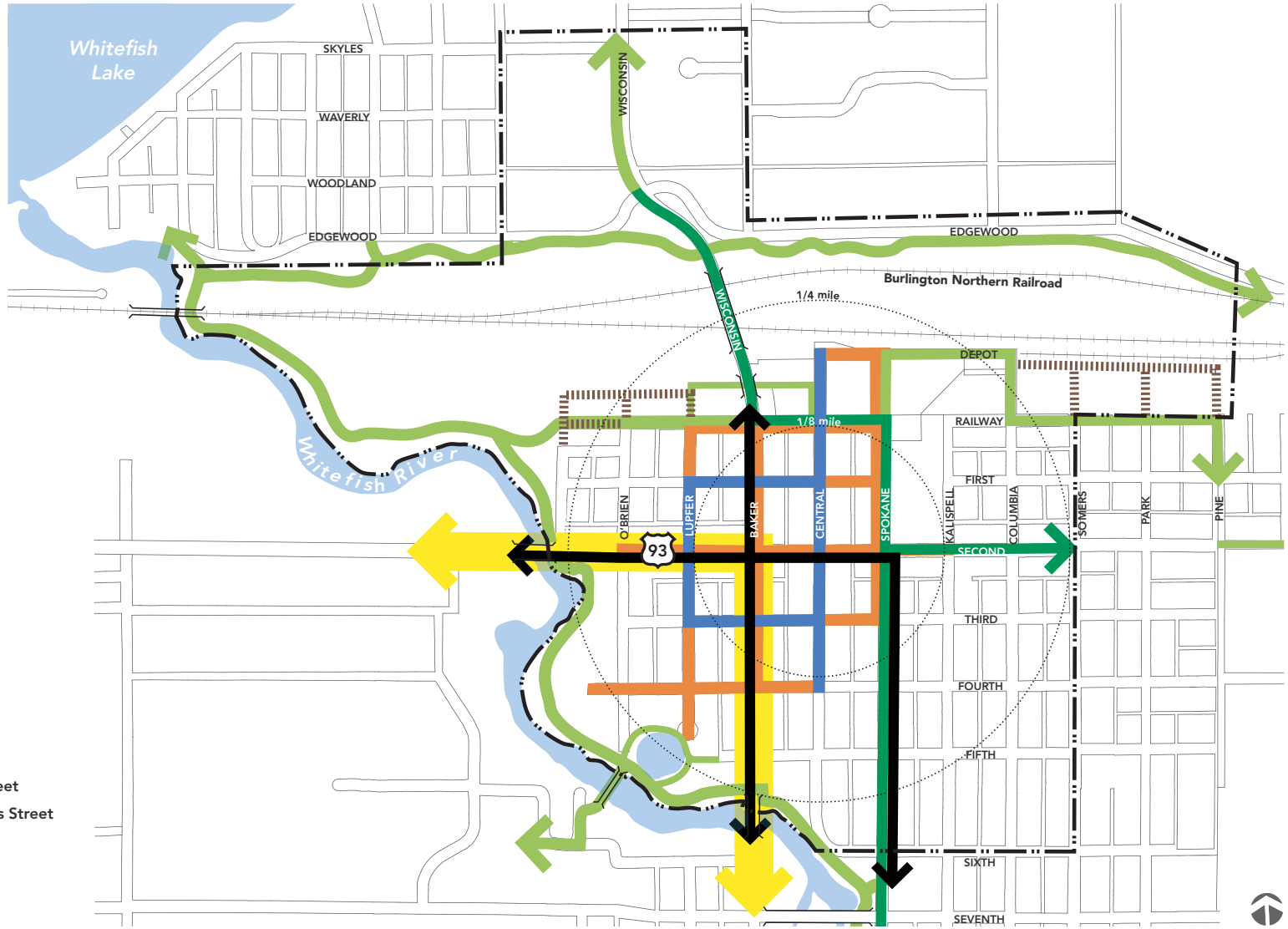
**Pedestrian Emphasis Streets—** Key streets identify routes that are pedestrian-friendly or future streets where pedestrian-friendly enhancements are needed which will strengthen or stimulate new retail/commercial development. Construction of these enhancements would complete the network of key pedestrian accessible routes.

**The following two elements comprise the Whitefish Promenade:**

**Protected Bikeways—** Bicycle facilities should be physically separated from auto travel lanes by a landscaped barrier, curb, sidewalk, parked cars or other means. These facilities provide safe and direct access and are generally located within existing street right-of-ways.

**Multi-Use Trails—** Off-street, shared pedestrian and bicycle trails connecting the Downtown to adjacent neighborhoods, parks and other natural features are identified. These integrate existing and proposed trails, including the trails suggested by *The Whitefish Bicycle and Pedestrian Master Plan.*

## Transportation Framework




### LEGEND

- Auto Mobility Street
- New Street
- Urban Highway
- Pedestrian Emphasis Street
- Shopping Loop Emphasis Street

### Whitefish Promenade

- Protected Bikeway
- Multi-Use Trail

# LAND USE FRAMEWORK

The Land Use Framework outlines the vision for long-term development of Downtown Whitefish. It describes the location and relationship between existing and potential new uses. The Framework builds upon existing desirable uses and maximizes development opportunities. The Land Use Framework in itself does not change existing zoning (existing permitted uses or development regulations). Where current zoning is inconsistent with this vision, future code changes by Whitefish planning staff are suggested. In all cases, existing uses should be 'grandfathered', meaning new 'up-zoned' uses may be entitled for a property while existing uses are allowed to remain in place in perpetuity.

## LAND USE CHARACTER

The Land Use Framework diagram describes only the location of primary land uses but promotes (but does not suggest requiring) a mix of uses, both vertically and horizontally on all sites. Hatched areas do not indicate envisioned mixed uses but rather indicate where multiple primary uses are appropriate.

New development or renovation of existing structures should be pedestrian-friendly, compatible in scale and massing, and architectural character compatibility with existing desirable adjacent buildings. Sustainable practices for construction and habitation for all new or renovated buildings and sites should be fostered.

## KEY LAND USE FRAMEWORK ELEMENTS:

**Retail—**The location of parcels where ground floor sale of goods, eating, drinking or entertainment businesses currently exist is identified. Also identified are sites where retail is envisioned to be required through regulatory updates.

**Commercial—**The location where the sale of services is appropriate is identified. Within these areas, retail uses are also encouraged.

**Public Parking—**Existing and proposed locations of public parking structures or lots are identified.

**Civic—**Current locations of government buildings, churches, schools and the like are identified.

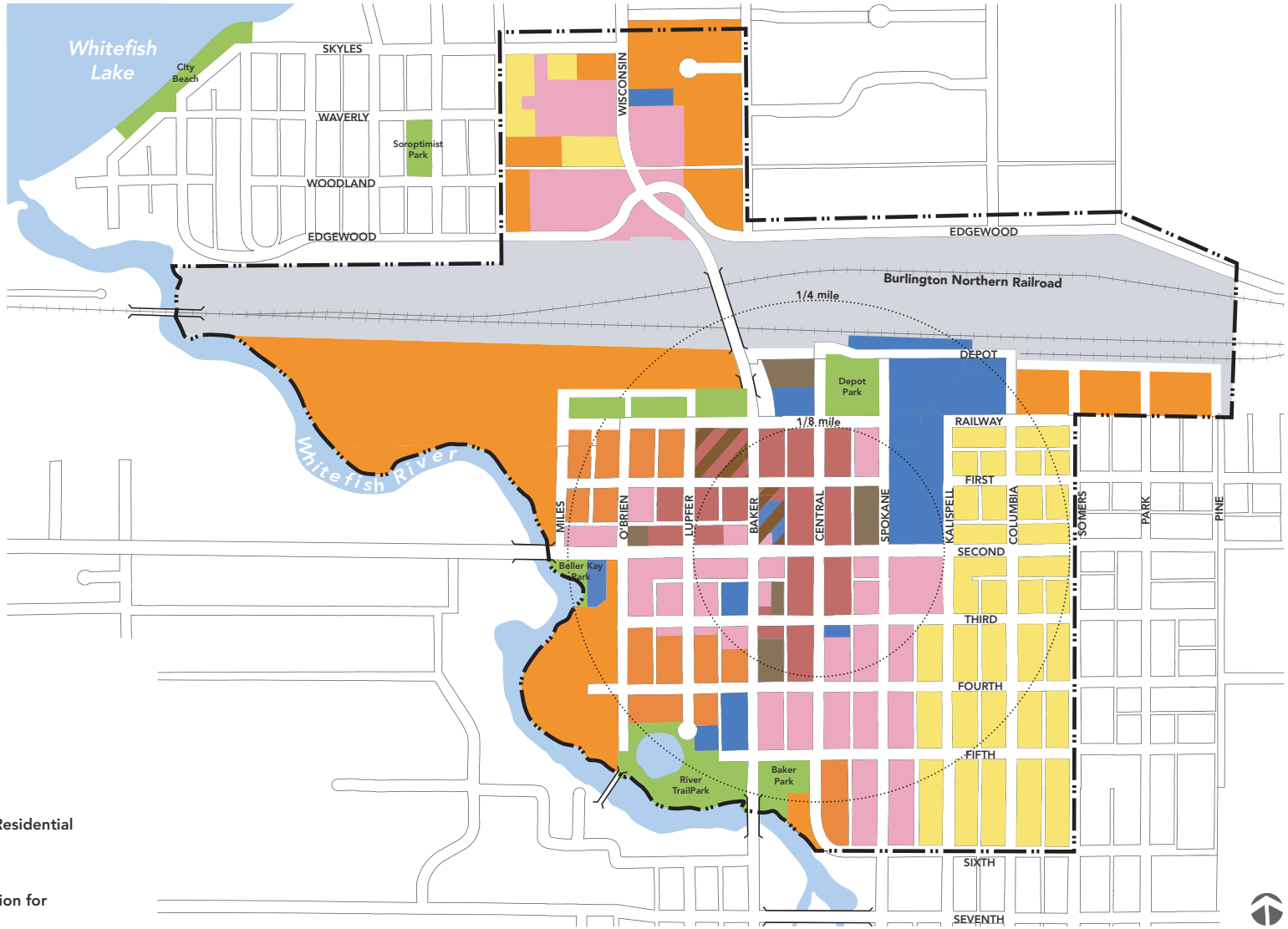
**Parks—** Current and proposed locations of public parks are identified.

**Multi-family (Attached) Residential—**Areas where existing or proposed apartments, condominiums, townhomes or duplex residential structures are desirable are identified.

**Single Family Residential—** Areas where one dwelling unit per parcel housing currently exists are identified. Additional single family housing parcels are not encouraged.

**Industrial—** The location of Burlington Northern Railway property that is envisioned to remain as currently used is identified.

## Recommended Primary Land Use Framework




Primary Use

### LEGEND

- Retail
- Commercial
- Public Parking
- Civic
- Parks
- Multi-Family (Attached) Residential
- Single Family Residential
- Industrial

Hatch indicates more than one option for potential primary use

# IMPLEMENTATION

Three steps are necessary to transform the Whitefish Downtown Business District Master Plan from an aspiration to a development reality:

**A)** Adoption by City Council and distribution of the Plan by the City of Whitefish, the Heart of Whitefish or other Downtown individual/ interest group

**B)** Regulatory updates by City of Whitefish staff, consultant or other agency

**C)** Funding and construction of the identified projects. City of Whitefish funding and construction of other Downtown projects not identified should not occur until the complete list of projects 1-8 has been constructed. Additional public-private-partnership projects may be added as needed.

## PROJECTS

The Project Priorities diagram illustrates the location and order of strategic public investments within public right-of-ways, existing or proposed public open spaces and potential public-private-partnership financing and construction necessary to stimulate desirable private investment, improve multi-modal access and safety, or address critical public building needs. The identified projects include those that have been initiated by the City and those that have been proposed in this Plan and/or other City of Whitefish or Montana Department of Transportation planning documents. The projects should be phased as indicated. Re-ordering, adjustment or additions to project phases should occur only with City Council approval. Multiple phases may occur concurrently and private-public partnerships may occur at any time.

## TIMELINE

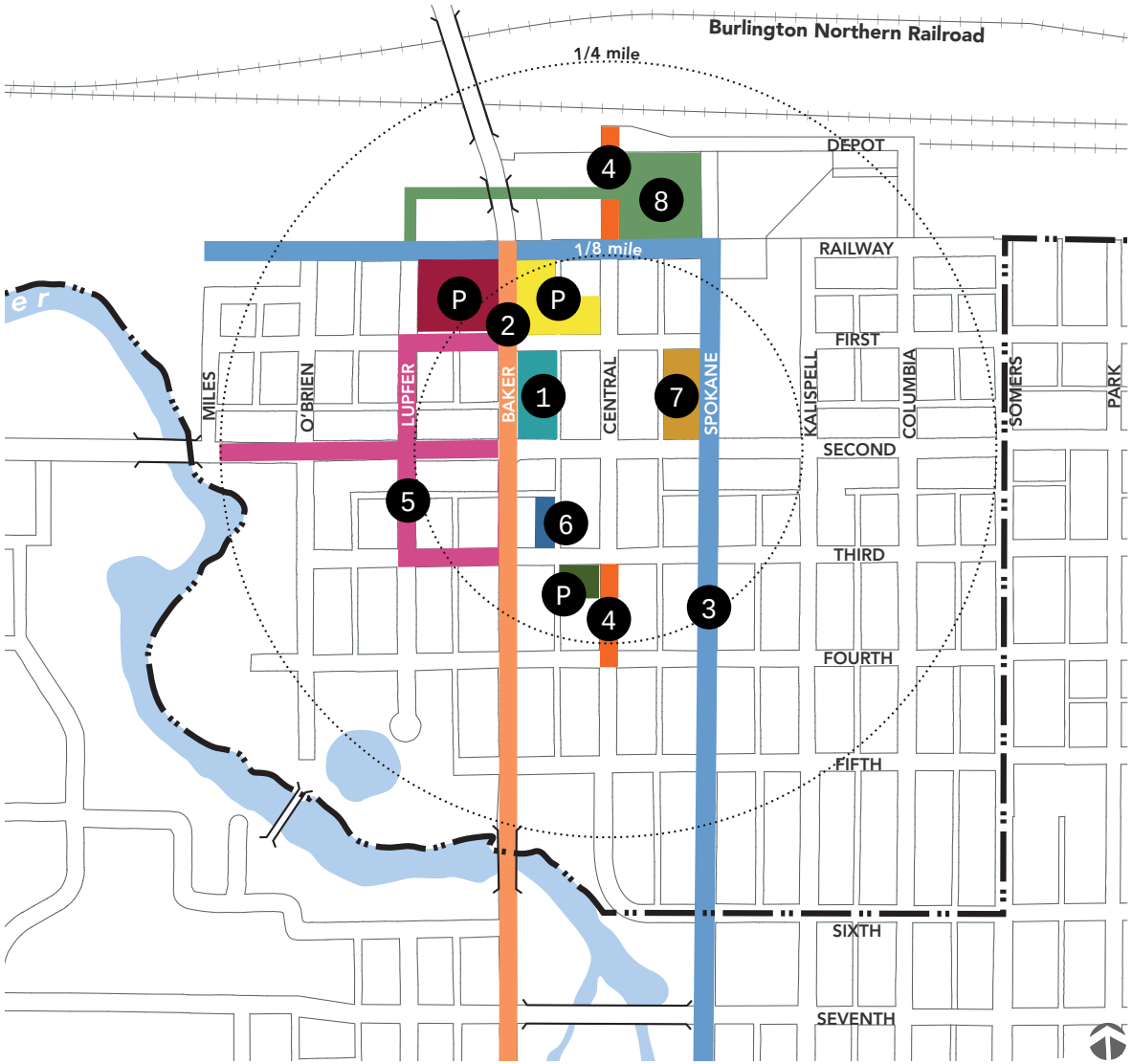
No specific schedule has been set for the implementation of these projects. All projects however, should be substantially initiated or constructed within five years of Downtown Business District Master Plan adoption.

Construction of projects may require identification of funding source(s) and will require additional design refinement, public design review, and contractor selection.

## Project Priorities

1. City Hall and Public Parking Structure
2. Baker Avenue Improvements
3. Whitefish Promenade
4. Central Avenue Pedestrian Emphasis Street Improvements
5. Railway District Pedestrian Emphasis Street Improvements
6. Retail Replacement Parking
7. Spokane & Second Parking Structure
8. Depot Park and Baker/Wisconsin Underpass

P) Public-Private Partnerships (Two Retail Anchor Sites and one Lodging Mixed-Use Project)



# BACKGROUND

# PROJECT APPROACH

## PROCESS AND SCHEDULE

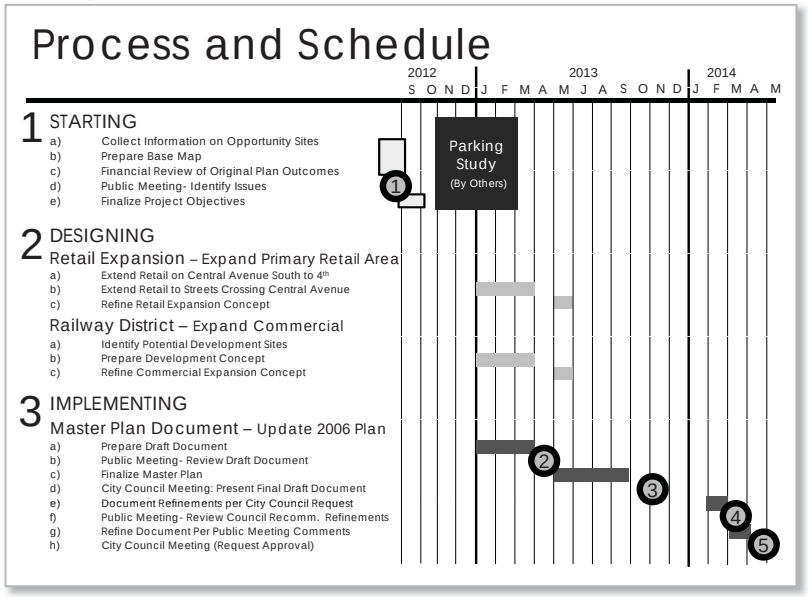
The process for updating the plan was initiated in the fall of 2012 and completed in the spring of 2014. The planning process was informed by consultation and recommendations gained from the following sources:

- **City–** At key milestones throughout the process, Whitefish City Staff and elected officials reviewed the Plan Update elements and provided comments, suggestions, and approval.
- **Concurrent Planning Study–** The plan was informed by the Parking Structure and City Hall Feasibility Study (PSCHFS) that occurred during the planning process (2012). Consultation with the City staff running the study and the consultants hired to prepare the plan occurred. Results of the PSCHFS have been incorporated into this plan.
- **Public and City Council Review–** The general public identified issues, reviewed plan proposals, and provided comments at five public meetings and City Council presentations. Public input was gathered through both oral and written form. Where appropriate, these comments and suggestions have led to adjustments to the Plan proposal.

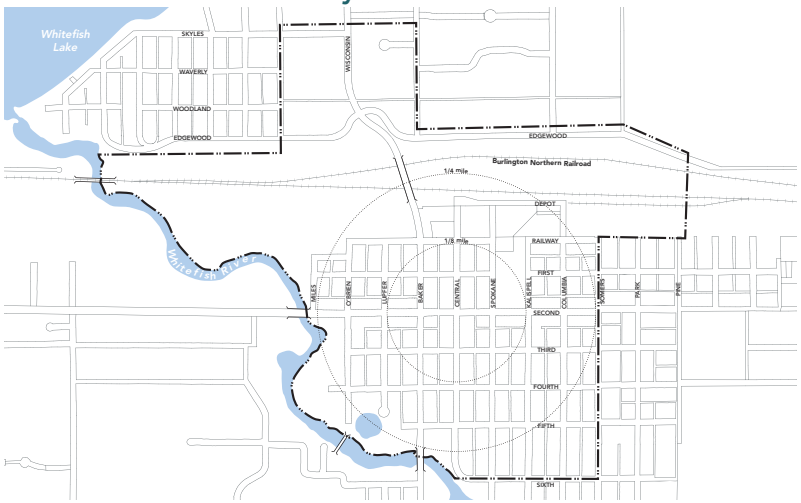
## STUDY AREA

The study area includes the Burlington Northern/Santa Fe rail yards and corridor commercial area to the north, rail and residential areas along Somers and Pine to the east, 6th Street to the south and the Whitefish River to the west.

### Plan Update Process and Schedule




### Downtown Whitefish Study Area



# EXISTING ADOPTED PLANS AND STUDIES

Creation of the Whitefish Downtown Business District Master Plan is informed by existing adopted transportation and land use planning policy and regulations. In most instances the Downtown Business District Master Plan is consistent with these plans. In some instances inconsistencies occur. Future updates or additions to these plans and studies will be required by City staff or consultants.

## WHITEFISH CITY-COUNTY GROWTH POLICY

The adopted Whitefish City-County Growth Policy document sets forth a broad body of public policy that is founded in a community vision and that addresses growth and development issues. These issues include elements of natural resources, economic development, land use, community facilities, housing, and transportation. The document contains community goals, policies, and recommended actions for achieving those goals.

The Whitefish Downtown Business District Master Plan is supportive and generally consistent with the vision for future growth identified in the document. In particular the following statements illustrate the objectives that have been incorporated into the Master Plan:

- *The citizens of Whitefish value the scale, character, and small town feel of the community and will preserve those values as the community grows. We will preserve and enhance our open spaces, wildlife habitat, scenic vistas, and traditional neighborhoods that make our community special. We will make a special effort to keep our air and water clean. We will keep Downtown Whitefish the commercial, governmental, and cultural center of our community, and we will maintain its friendliness, accessibility, and scale.*
- *As Whitefish grows, it will face many challenges. We will manage traffic and keep our community safe for pedestrians and cyclists. We see that the social and economic diversity of our community is threatened, and we will strive to maintain it. We will not allow growth to out-pace the vital facilities and services that support us all. And we will provide affordable housing so that our teachers, police officers, fire fighters, sales and service people, and others whose services we depend on, can continue to be a part of this community.*
- *The local economy is heavily reliant on visitation, and will continue to be in the foreseeable future. And while we embrace the visitation economy, we will strive to find innovative ways to diversify the local economic base to provide jobs for those who want to continue to live and work in Whitefish. We see the scenic beauty of our community and the high quality of life we enjoy as being assets to attract clean, compatible business and industries to Whitefish.*
- *New growth will provide opportunities for new urban forms to emerge. We welcome new and infill development that is compatible with the character and qualities of Whitefish, that respects existing neighborhoods, and that maintains connections to existing and planned streets, pathways, schools, parks, and open spaces.*

## WHITEFISH CITY CODE

The Whitefish Zoning Regulations apply to all areas of the Whitefish Planning Jurisdiction. Sign codes, zoning permit requirements, outdoor lighting, and architectural review standards extend to all areas of the Planning Jurisdiction. The Downtown Business District is regulated by ordinances within the municipal code. Creation of the Whitefish Business District Master Plan considered but was not constrained by current regulations. Instead, to better meet plan objectives and plan concepts suggested, amendments to current ordinances and design guidelines will be anticipated. Changes by City staff or a consultant should occur after Business District Plan adoption.

## WHITEFISH TRANSPORTATION PLAN

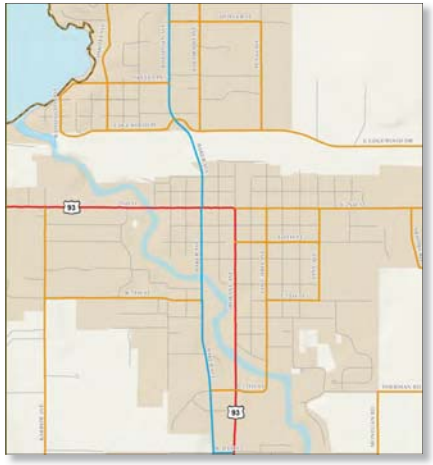
The Whitefish Transportation Plan (2009) intends to guide decisions about the future of the Whitefish area transportation system. The Plan describes the existing system and identifies large and small projects for the transportation network for all travel modes. Recommended projects intend to relieve existing problems and prepare the Whitefish transportation system to meet future needs. The Transportation Plan is a policy guide, not a regulatory tool. As needed, it can be re-evaluated and updated to reflect a new development vision and to meet changing development patterns. The plan relies on the development patterns and potential land use changes forecasted in the Whitefish City-County Growth Policy to help assess future travel demands and in turn, necessary transportation infrastructure needed to meet those future demands.

A number of Transportation Plan policies and recommendations have informed the creation of the transportation framework of the Downtown Business District Plan. In most instances, the Transportation Plan and the Business District Plan recommendations are mutually supportive. Of note, the recommendations of the Pedestrian and Bicycle Master Plan are in alignment with the Whitefish Promenade concepts. In some instances however, the Downtown Business District Master Plan varies from the recommendations of the Transportation Plan. To align the two documents, future amendments of the Transportation Plan will be necessary to ensure that its recommendations are consistent with the Downtown Business District Plan transportation framework.

### Whitefish Pedestrian and Bicycle Master Plan

The Transportation Master Plan includes a Bicycle and Pedestrian Master Plan element. The Business District Master Plan has integrated relevant routes and types of facilities identified in the Pedestrian and Bicycle Master Plan. However, some inconsistencies exist and therefore updates to align the plans need to be completed. As part of the update, consideration for 'city-connector' protected bikeways or bike lanes need to be re-designated where streets are currently identified as 'bike routes' or 'for future facilities.' Providing these adjustments will ensure that the proposed protected bikeway facilities within the downtown are not isolated but instead integrated into a high-quality, citywide bicycle network.

### Federal Functional Classification



### Non-Motorized Facilities

## US HIGHWAY 93 URBAN CORRIDOR STUDY

US Highway 93 is designated as an Urban Highway through downtown Whitefish. The Montana Department of Highways (MDT) has been considering roadway changes to improve regional traffic mobility through downtown since the late 1980s. An Environmental Impact Statement (EIS) was completed in 1995 which identified a number of through-traffic mobility 'enhancement' projects. The US Highway 93 Urban Corridor Study considers new planning information, evolving transportation conditions, updated regional growth forecasts, and provides updated concept adjustments to 1995 EIS.

**The recommended concepts of the Highway 93 Urban Corridor Study are generally consistent with the 1995 EIS that suggested a contra-flow configuration for Spokane and Baker.**

The most significant change is the suggested relocated contra-flow connection from Seventh Street to Thirteenth Street. The Urban Corridor Study has been adopted as part of the Whitefish Transportation Plan. The Downtown Business District Master Plan is supportive of the proposed 13th Street crossing identified in the urban corridor study. Long term construction of a 7th Street crossing identified in the 2005 Downtown Master Plan and the 1995 EIS is also supported.

The Downtown Business District Master Plan is inconsistent with some recommendations of the Study. Considerations for the urban highway through downtown should de-emphasize regional traffic along Spokane Avenue and utilize Baker Avenue as the primary regional mobility route. Improvements should:

- **Maintain regional mobility yet more clearly address and complement land use and transportation improvements that reinforce downtown as a regional destination**
- **Promote a more robust pedestrian and bicycle framework**
- **Maintain Spokane Avenue as a two-lane urban arterial to enable the construction of a protected bikeway within the Spokane right-of-way without impacting existing mature trees or existing sidewalks**
- **Implement the proposed Baker Avenue contra-flow lane improvements between 13th and Second (as proposed in the 2005 Downtown Plan)**

### Contra-Flow Configuration

### Modified (Offset) Alternative C

# OPPORTUNITIES AND CONSTRAINTS

Downtown Whitefish's physical characteristics were evaluated and summarized (see diagrams at right) to highlight downtown's strengths and identify weaknesses that need to be overcome or minimized.

## OPPORTUNITIES

The physical opportunities that should be built upon include:

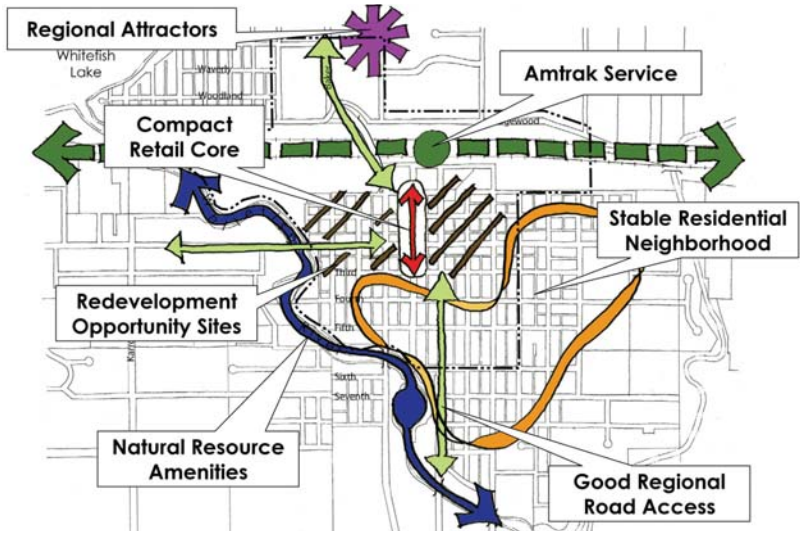
- A compact, well-established retail core along Central Avenue
- Regional attractors and Amtrak service supporting tourism
- Good access to downtown to and from the surrounding region
- Local natural resource amenities, including Whitefish Lake, Whitefish River and Big Mountain
- Stable residential neighborhoods
- Opportunities for redevelopment and infill around the retail core

## CONSTRAINTS

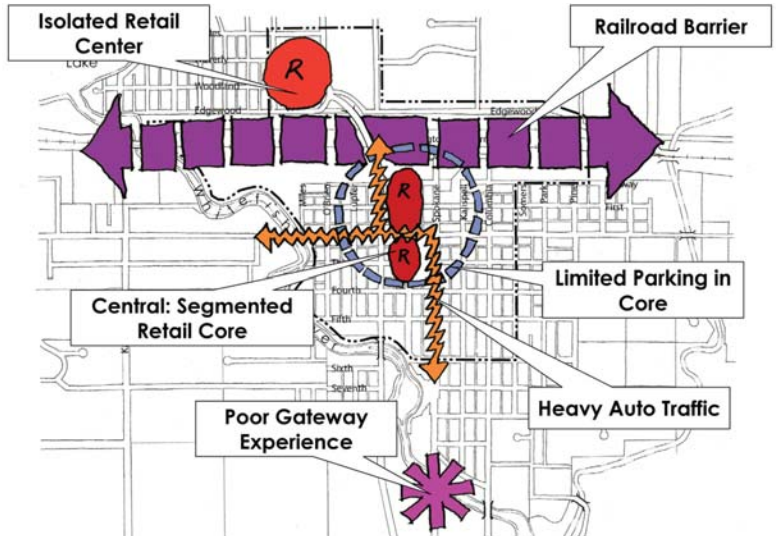
The physical constraints or obstacles that need to be overcome or minimized include:

- The isolated retail center north of the railyards
- The railway that acts as a barrier between downtown and neighborhoods to the north
- A lack of adequate parking
- Pedestrian safety, traffic and circulation problems along Highway 93 through downtown
- Poor gateway experiences from the south and east
- The auto and truck traffic along Second Street that interrupts the retail string causing a fragmented retail core along Central Avenue

### Opportunities Diagram




### Constraints Diagram



# TRANSPORTATION FRAMEWORK

# OVERVIEW

Much of downtown Whitefish is within the public realm, including its roadways, sidewalks and trails. The recent completion of Central Avenue and its adjacent streetscape improvements coupled with Highway 93 mobility enhancements has resulted in substantial private investment, improved livability, and downtown access. The Transportation Framework builds upon these improvements and identifies a vision for additional future improvements.

## COMPLETE STREET NETWORK

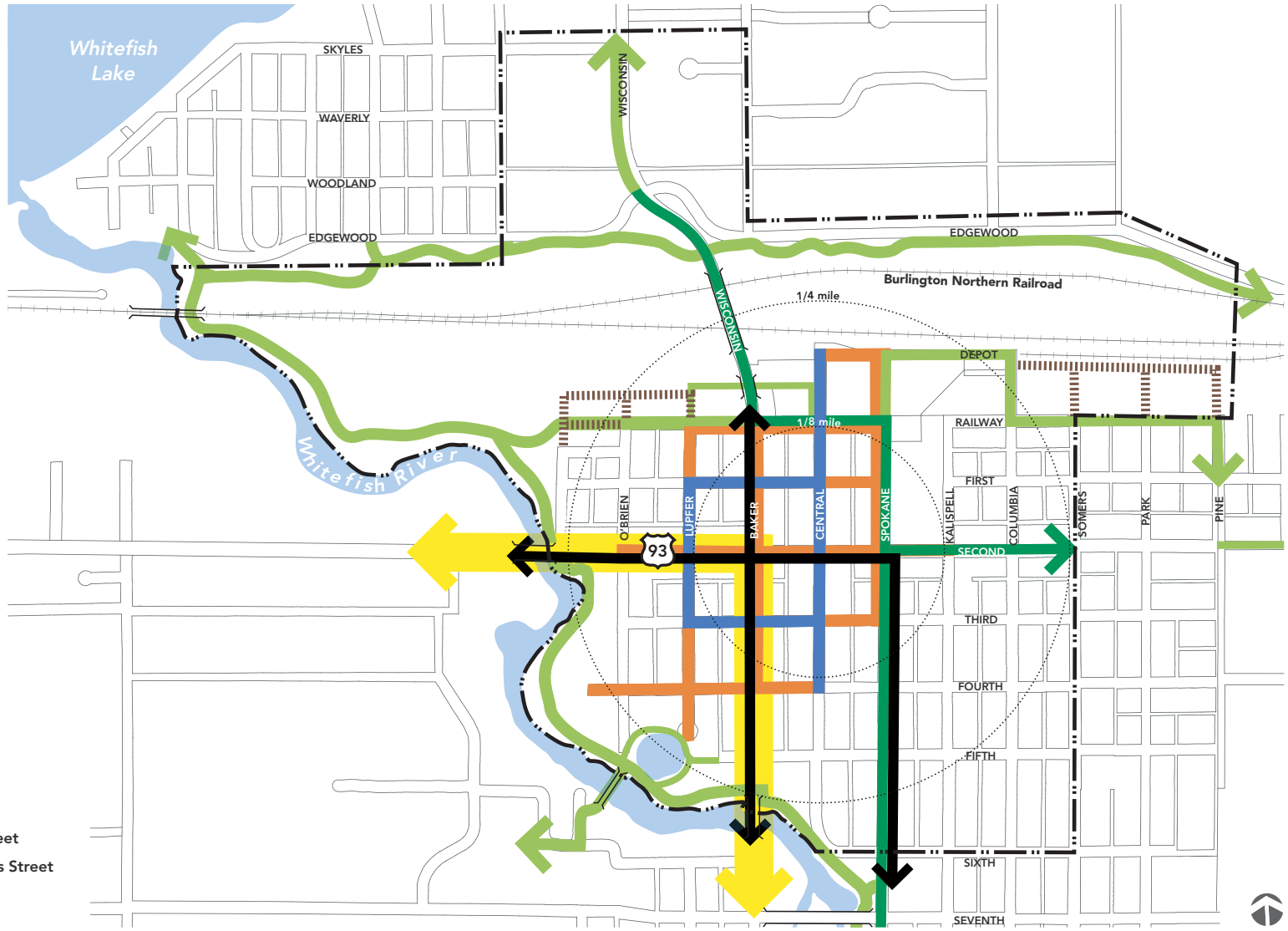
A prime objective of the Downtown Plan is to maintain and strengthen Downtown Whitefish as a destination rather than simply a place to pass through. While essential access and mobility is identified for key routes, a bias toward the pedestrian and cyclist should be fostered for all streets in the downtown, including Auto Mobility Streets. The Transportation Framework identifies key routes for pedestrian and bicycle improvements. To implement this vision, 'active transportation' (pedestrian and bicycle) enabling policies and regulating design standards should be created. The standards should be adopted and replace current street design standards that favor peak commuter period auto and truck through-traffic movement rather than destination 'placemaking'.

## STREET HIERARCHY

The Transportation Framework creates a network of transportation elements that complement adjacent land uses and spur additional desirable Downtown development. The Framework elements include:

- Auto Mobility Streets
- New Streets
- Pedestrian Emphasis Streets
- Shopping Loop Emphasis Streets
- Protected Bikeway Routes
- Multi-Use Trails

## Transportation Framework




### LEGEND

- Auto Mobility Street
- New Street
- Urban Highway
- Pedestrian Emphasis Street
- Shopping Loop Emphasis Street
- Protected Bikeway
- Multi-Use Trail

# AUTO AND TRUCK

The Auto and Truck Element identifies regional-serving urban highway, arterial and local street access routes through and within the downtown. These routes are under the jurisdiction of both the City of Whitefish and the Montana Department of Transportation. Implementation of the vision may be led by the City or MDT.

## AUTO MOBILITY STREETS

Essential Highway 93 regional mobility and Whitefish Transportation Plan designated arterial routes through the Downtown are identified. The framework includes the Baker Street Urban Highway contra-flow lane improvements suggested in the US Highway 93 Urban Corridor Study.

The Auto Mobility Streets framework maintains essential mobility and complements land use improvements that reinforce downtown as a regional shopping, employment, and residential destination. The framework maintains Spokane Avenue between Second and Sixth Streets as a two-lane arterial route and proposes Baker Avenue contra-flow lane improvements between Second and 13th Street (as proposed in the 2005 Downtown Plan). Implementation of this concept will result in a de-emphasis of regional traffic along Spokane Avenue and better utilization of Baker Avenue as the primary regional mobility route. In addition, this would enable the construction of a protected bikeway (identified in the bicycle framework) rather than a travel lane within the Spokane right-of-way without impacting existing mature trees or existing sidewalks.

Special Urban Highway and arterial street design standards unique to downtown Whitefish should be developed by City staff or a consultant for the auto mobility street routes. The standards should maintain mobility and result in 'calmed traffic' conditions that in turn foster downtown livability, reduction or elimination of pedestrian barriers and the strengthening of private investment environment for adjacent parcels. These standards would include:

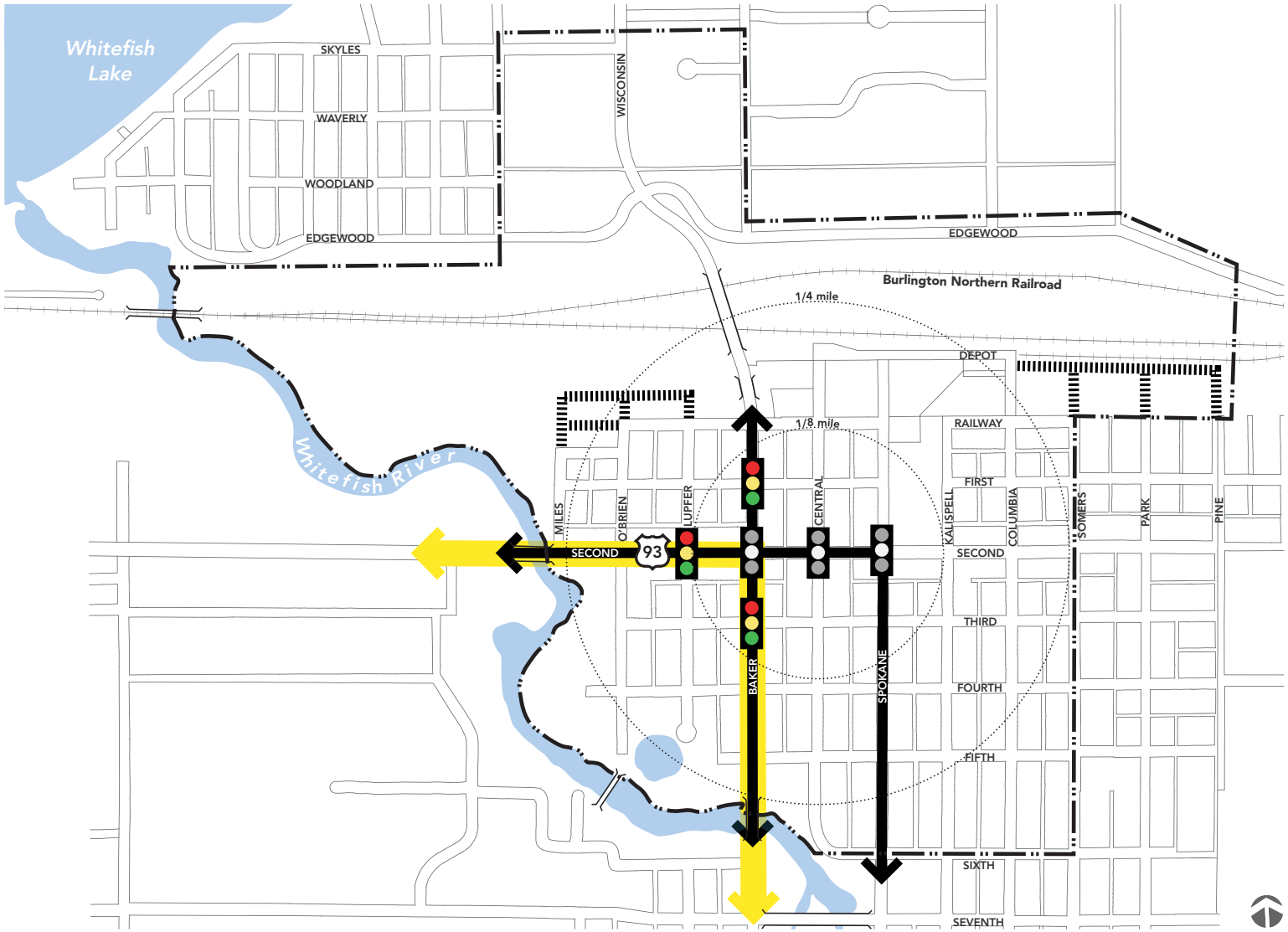
- Consideration for typical conditions rather than peak commuting hours. Additional signalization timing improvements or other innovative congestion management methods that maintain through traffic mobility at current levels should be encouraged
- Allowance for intersection signalization at First, Third and Baker and Second and Lupfer. The additional signalization will improve pedestrian access between the Railway District and Central Avenue retail and commercial destinations. Exceptions to typical highway signal 'warrant' thresholds may be necessary
- Street intersections designed for typical FedEx or similarly sized delivery vehicles that service business daily. Accommodate occasional large semi-trailer truck turning movements by laying down curbs at key intersections
- Maintained curbside parking wherever possible
- Reduced or maintained existing speed limits to 25 mph (maximum)
- Prohibition of pedestrian activated crossing signals or flashing beacons at busy intersections

## NEW STREETS

Conceptual location for a new local street grid north of Railway Street is identified. New local streets will be needed for residential development identified in the Land Use Framework. New streets should be constructed concurrently with the development of new housing parcels. These streets should meet existing City local street standards at a minimum. Streets should include:

- Curbside parking
- Canopy street trees within a parkway between a sidewalk and curb line
- Pedestrian-scaled ornamental street lighting
- Underground utilities

## Auto and Truck Elements




### LEGEND

- Auto Mobility Street
- New Street
- Urban Highway
- Proposed Traffic Signal
- Existing Traffic Signal

# PEDESTRIAN

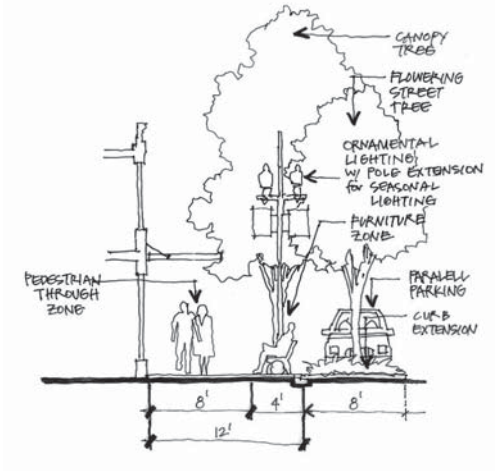
The Pedestrian Element identifies access routes between neighborhoods and Downtown. Existing improved pedestrian streets and additional streets targeted for streetscape improvements are also identified.

## PEDESTRIAN EMPHASIS STREETS

Downtown Whitefish's visitor-driven economy is dependent on creating a pedestrian setting in which retail customers feel comfortable strolling from shop-to-shop, relaxing on comfortable benches or eating and drinking at café tables. The recent pedestrian-priority improvements include widened sidewalks, pedestrian-scaled street lights, landscaped curb extensions, 'tabled' intersections, and well-defined intersection crosswalks. These improvements have created a welcoming environment that has enhanced the downtown character, livability and most importantly, has spurred increased retail activity. To maintain the economic momentum, and expand upon the past success, the Pedestrian Element identifies the full network of pedestrian improvements for the Downtown.

## SHOPPING LOOP EMPHASIS STREETS

The Pedestrian Element includes street segments where pedestrian-oriented improvements are needed to expand the retail offering on Central Avenue, link the Railway District to the Central Avenue corridor and provide an inviting setting for additional retail, commercial and housing development. A 'common thread' of similar Central Avenue sidewalk, intersection, lighting and landscape elements is recommended. 'Tabled' sidewalk-level intersections with concrete crosswalks should be provided at all intersections. Variations due to adjacent land use, building types, and physical setting should be considered in future design and construction phases. At a minimum, a 12-foot wide 'pedestrian zone' that includes a combination of wide sidewalks and landscaping should be provided for all identified street segments.

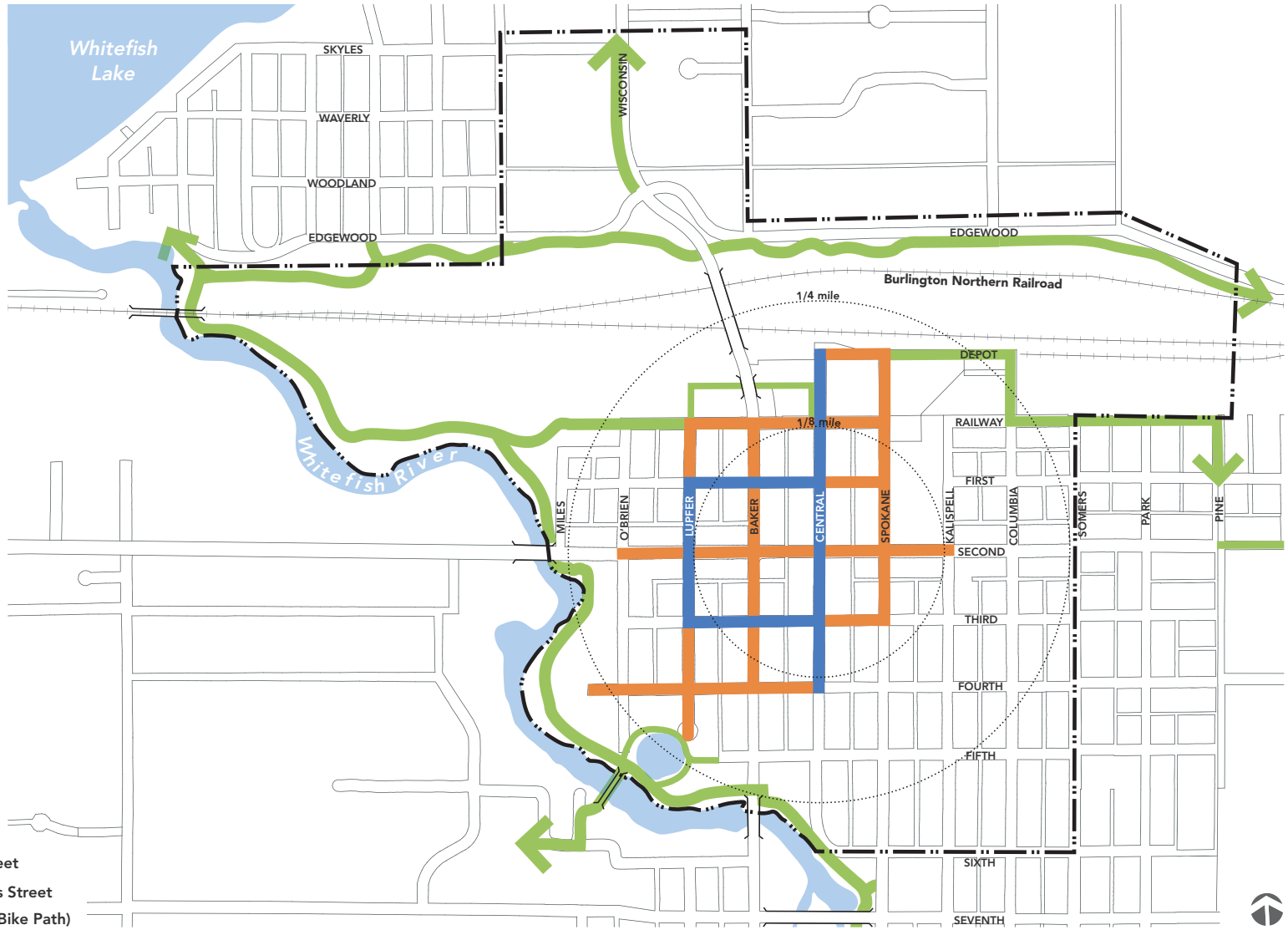



Pedestrian Emphasis Streetscape Elements

## MULTI-USE TRAIL (PED AND BIKE PATH)

Connections to the neighborhoods, access to recreation areas and linkages to pedestrian emphasis streets are identified. The network includes existing, planned, and proposed new facilities. Proposed facilities should be a minimum of 10' in width to accommodate both pedestrian and bicycles comfortably.

## Pedestrian Elements




### LEGEND

- Pedestrian Emphasis Street
- Shopping Loop Emphasis Street
- Multi-Use Trail (Ped and Bike Path)

# BICYCLE

The Bicycle Element establishes a network of bicycle facilities. These facilities provide safe, direct, and convenient routes suitable for daily transportation and recreation from adjacent neighborhoods and within the downtown. The primary intent of the bicycle element is to substantially increase the bicycle trips in the Downtown. When fully implemented, the benefits of a safe bicycle network can be significant. By transferring a reasonable portion of Downtown transportation trips from automobiles to bicycles, Downtown auto congestion can be lessened and demand for limited parking facilities reduced.

The bikeway element includes routes identified in the Whitefish Pedestrian and Bicycle Master Plan and the Safe Routes to School Master Plan. Bicycle facilities include:

### Protected Bikeways

Bidirectional, 11' to 12' wide 'Protected Bikeway' routes along Spokane Avenue, Railway Street and as part of the Whitefish Promenade are identified. Additional detailed design for each protected bikeway route segment will need to be developed by City staff or a consultant.

### City Connectors (Protected Bikeways)

Protected bikeway routes connecting the promenade to adjacent neighborhoods on Second and Seventh Streets are also identified. Additional detailed design for each protected bikeway route segment will need to be developed by City staff or a consultant.

### Multi-Use Trails (Shared pedestrian and bicycle facility)

Existing, planned, and proposed multi-use trail routes are identified. New multi-use paths should be a minimum of 10' in width (12' preferred) to accommodate both pedestrians and cyclists comfortably. To minimize conflicts, cyclists and pedestrians should be separated by lane striping or a physical divider such as landscaping or a paved rumble strip, where additional space is available. On all routes, bicyclists should yield to pedestrian traffic and be encouraged to ride at slow speeds.

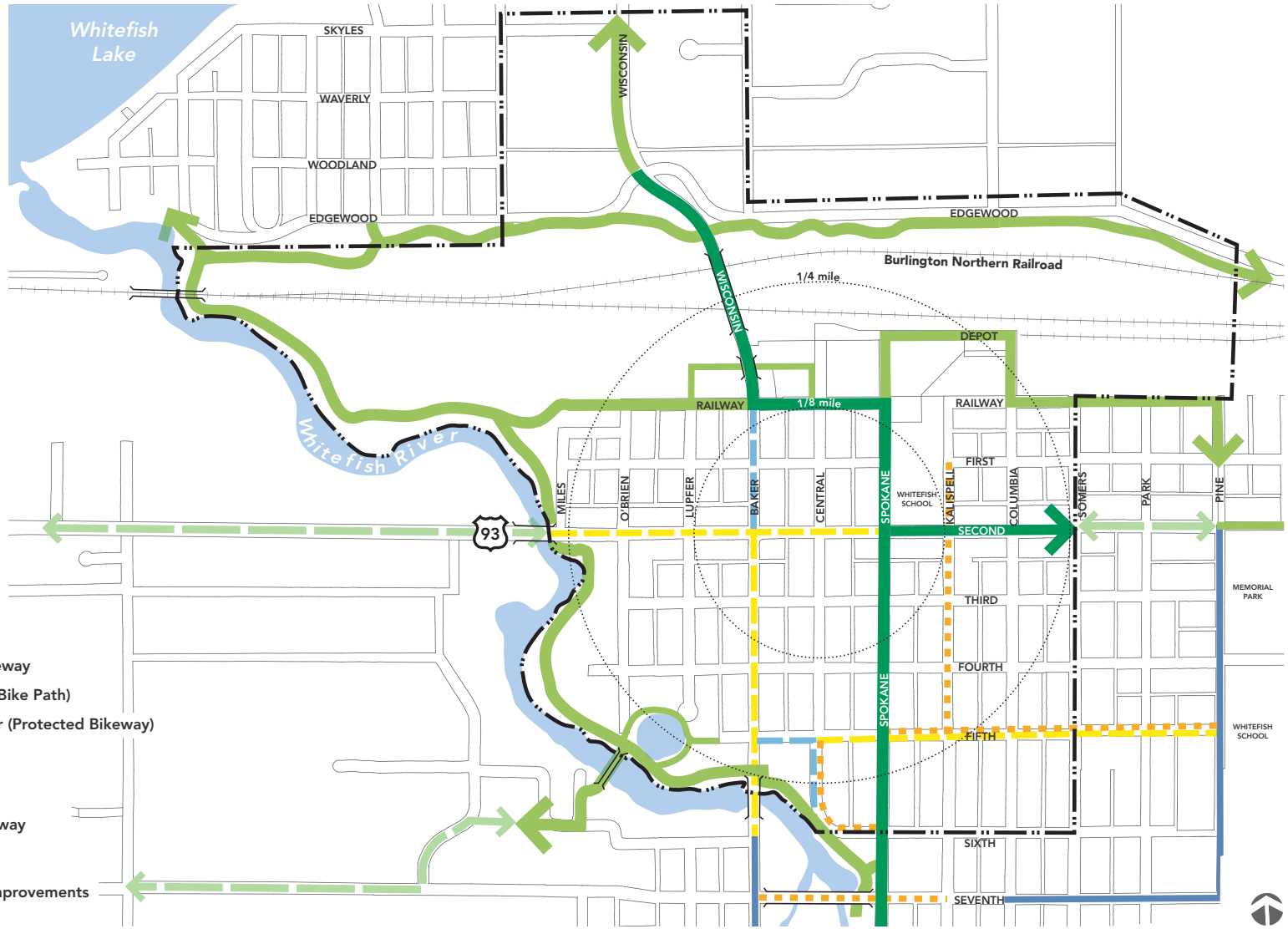
### Bicycle and Pedestrian Master Plan Facilities

Bikeway and Bike and Walkway routes are identified. Description of design and characteristics of these routes are provided within the Whitefish Pedestrian and Bicycle Master Plan.

### Safe Routes to School Facilities

Safe Routes to School Improvements and Bike Lane routes are identified. Description of design and characteristics of these routes are provided within the Whitefish Safe Routes to School Master Plan.

## Bicycle Elements




### LEGEND

- Proposed Protected Bikeway
- Multi-Use Trail (Ped and Bike Path)
- Proposed City Connector (Protected Bikeway)

### Bike & Ped Master Plan

- Proposed Bikeway
- Proposed Bike and Walkway

### SFTS Master Plan

- Safe Routes To School Improvements
- Bike Lanes

## WHITEFISH PROMENADE

The 'Whitefish Promenade' is a transportation and recreation route within the downtown. It is comprised of pedestrian and bicycle facilities including sidewalks, multi-use trails, and protected bikeways. Except for the identified multi-use trail segments, pedestrian and bicycle facilities are separated to minimize conflicts.

The protected bikeways are located along busy streets where Whitefish residents and visitors currently do not ride their bicycles because of auto conflict safety concerns. To attract these potential riders, the protected bikeway should be:

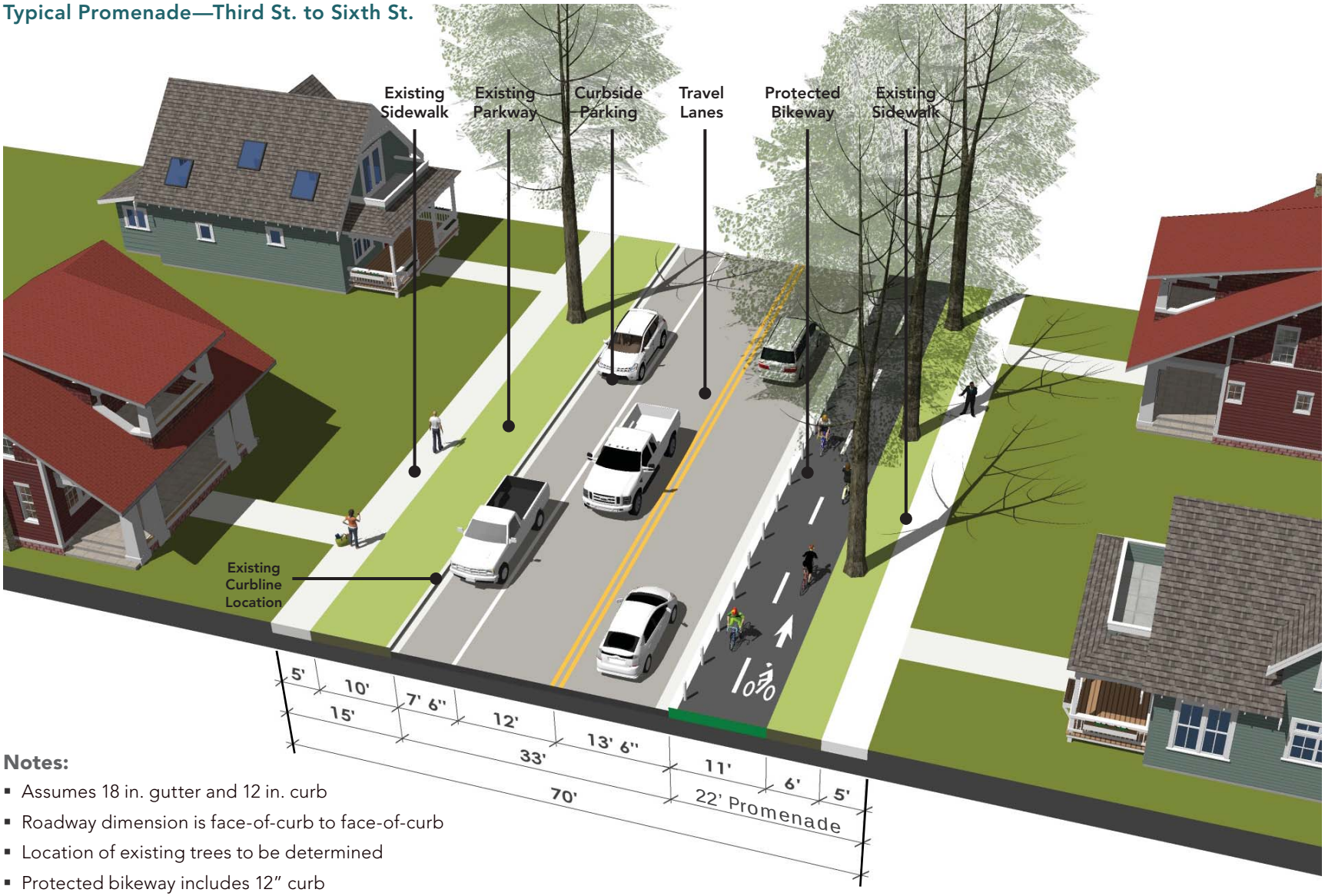
- Physically separated from auto traffic lanes by curbside parked vehicles, landscaping, a concrete curb or a combination of these elements
- Designed to provide safe cyclist crossings at intersections and driveways. Colored lane markings, special bicycle traffic signal phasing or other innovative approaches to creating safe bicycle intersection crossings should be considered.
- Designed to minimize pedestrian conflicts on adjacent sidewalks, street corners, and crosswalks. In particular, no reduction in sidewalk area should result from the construction of the protected bikeway facility
- Well maintained. Bikeways should be swept or plowed frequently to keep debris, dirt, snow, and ice off cycling surfaces. The greatest deterrent to winter cycling is not cold weather; rather it is a slippery surface. A well-maintained network will extend cycling season well into winter months or, for more hardy cyclists, all year.

### Spokane Avenue (Second to Sixth Street Concept)

The concept illustrates the street improvement characteristics and locations of all key elements within the existing right-of-way for a typical segment of Spokane Avenue of the Whitefish Promenade. This segment concept includes a bi-directional protected bikeway; two travel lanes, curbside parking, landscaped parkways, and existing sidewalks. This design concept may vary at intersections and driveways. Detailed site survey information will be required to identify the exact location of sidewalks and mature trees. The design should:

- Be constructed within the existing 70' ROW, maintaining the existing curb line location on the west side of the street
- Maintain on-street parking along the west side of the street
- Include a new 11' wide bi-directional off-street asphalt protected bikeway (includes 12" curb) replacing curbside parking on the east side of the street. Intrusions into the bikeway such as sign posts should be minimized. If necessary the bikeway should be adjusted around fire hydrants, traffic signals, control boxes or other necessary roadway infrastructure that is required to be adjacent to the curb.
- Maintains two 12' wide travel lanes (maximum)
- Include 12" curbs and 18" gutters
- Maintain or reconstruct existing sidewalks in their current location and width
- Maintains existing mature trees as a landscape buffer between bike path and sidewalk. Mature trees should not be removed to construct the bikeway or other new transportation facility component. Design measures such as permeable paving that minimize impacts on tree roots should be considered. New trees and additional landscaping should be added where needed.

## Typical Promenade—Third St. to Sixth St.



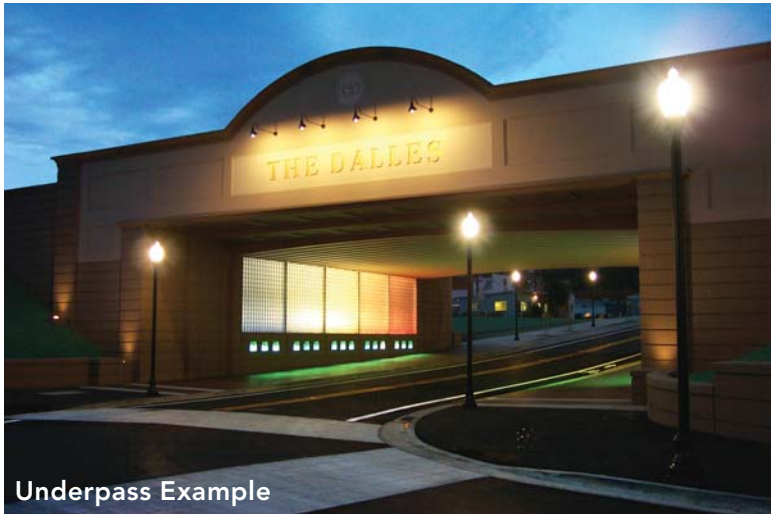

**Notes:**

- Assumes 18 in. gutter and 12 in. curb
- Roadway dimension is face-of-curb to face-of-curb
- Location of existing trees to be determined
- Protected bikeway includes 12″ curb

## Baker/Wisconsin Underpass

The Baker/Wisconsin Avenue pedestrian and bike underpass is a component of the Whitefish Promenade and provides a direct linkage between the Depot Park and proposed new parks north of Railway Street. The design of the underpass should:

- Create a secure and welcoming environment that provides clear sightlines to and through the underpass. The design should not include hiding places, benches, stoops or other places where people can loiter. Bright, 24-hour lighting and security cameras linked to 24-hour surveillance should be considered.
- Be well lit. Adequate ambient day lighting, accent lighting for the walkway, and special façade lighting should be considered.
- Be easily accessible for all users. The multi-use pathway should have a minimal slope and easily meet ADA compliance standards for maximum slopes. The underpass should not have steps or switchbacks.
- Be airy. It should be 20' minimum width and 12' minimum height.
- Consider methods to reduce maintenance. Durable and long-lasting materials should be employed for pathway, wall, and ceiling construction. Ceilings and walls that are easily cleaned and repaired are essential.
- Offer a clean, welcoming facility. Vandal resistant design elements should be incorporated throughout.
- Minimize clutter. Signs that detract from the underpass design should be prohibited.
- Minimize extrusions, ledges or other places that provide opportunities for bird nests or perches.




Underpass Example

Underpass Example

Baker/Wisconsin Pedestrian Underpass

# GATEWAYS

Special transition wayfinding elements that signal entry into the downtown should be provided.

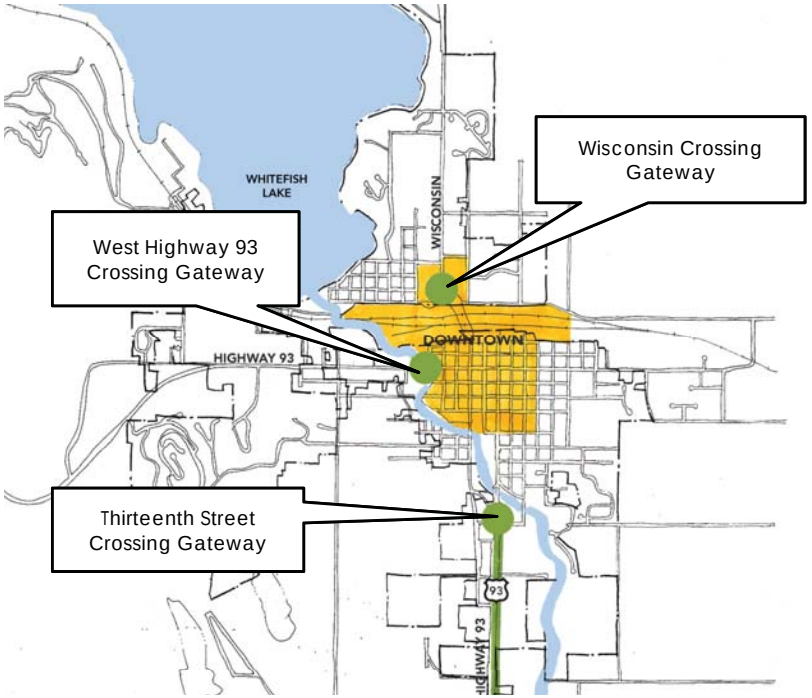
### 'DOWNTOWN THRESHOLDS'

To announce the entrance into Downtown Whitefish from the major transportation corridors, the following elements should be introduced at the west and south Highway 93 and Wisconsin Avenue entry points:

- 'Welcome to Downtown Whitefish' directional and information signing that is readable at-a-glance by moving pedestrians, motorists and cyclists alike; The signs should be constructed of high-quality, durable natural wood or metal materials and be consistently applied at all entries
- Distinctive parkway plantings of large conifer trees, native deciduous trees and shrub landscaping before and following the sign to signal a transition
- Backdrop ornamental trees, seasonal colorful flowers, grasses and evergreen landscaping
- Where necessary, evergreen landscape screening of unsightly adjacent uses
- Distinctive pole lighting and banners consistent with the downtown pedestrian street themes. Spot lighting of gateway sign and landscape elements should be considered
- Underground overhead cable and electric power lines in the vicinity of gateways

**Possible Wayfinding at Thirteenth Street Gateway**

**Gateway Diagram**



# LAND USE FRAMEWORK

# OVERVIEW

The Land Use Framework provides an innovative yet practical vision for the long-term development of Downtown Whitefish. It is intended to identify the types and location of new uses while maintaining and strengthening existing desirable uses. The framework:

- Builds upon recent new development and renovation
- Ensures that Downtown Whitefish remains the community's focus for commerce, government services, civic and recreation activities
- Balances the need to provide for both visitor and local-serving uses in the downtown
- Identifies areas where new commercial development can be built in Downtown rather than along outlying US 93 corridor sites
- Provides opportunities for new townhome, apartment, and condominium housing to meet increasing housing demand
- Provides opportunities for new public parks to serve Downtown residents
- Ensures vital public parking is provided to adequately meet existing and future demand
- Describes development that will be consistent with the form, scale, and character of existing historic buildings and sites
- Fosters a pedestrian-oriented environment that is safe and vibrant throughout the day

## MIXED-USE DEVELOPMENT

The Land Use Framework promotes a mix of uses, both vertically and horizontally. The color shown on the Recommended Primary Land Use Framework indicates the predominate use. In some instances multiple use options are appropriate where indicated by colored hash marks. A mix of uses is optional but not required with the exception of parcels where ground floor retail or commercial is identified on parcels where the primary use is not retail or commercial. To understand where secondary, optional, or mixed land uses are envisioned refer to individual land use elements on the following pages.

### Character

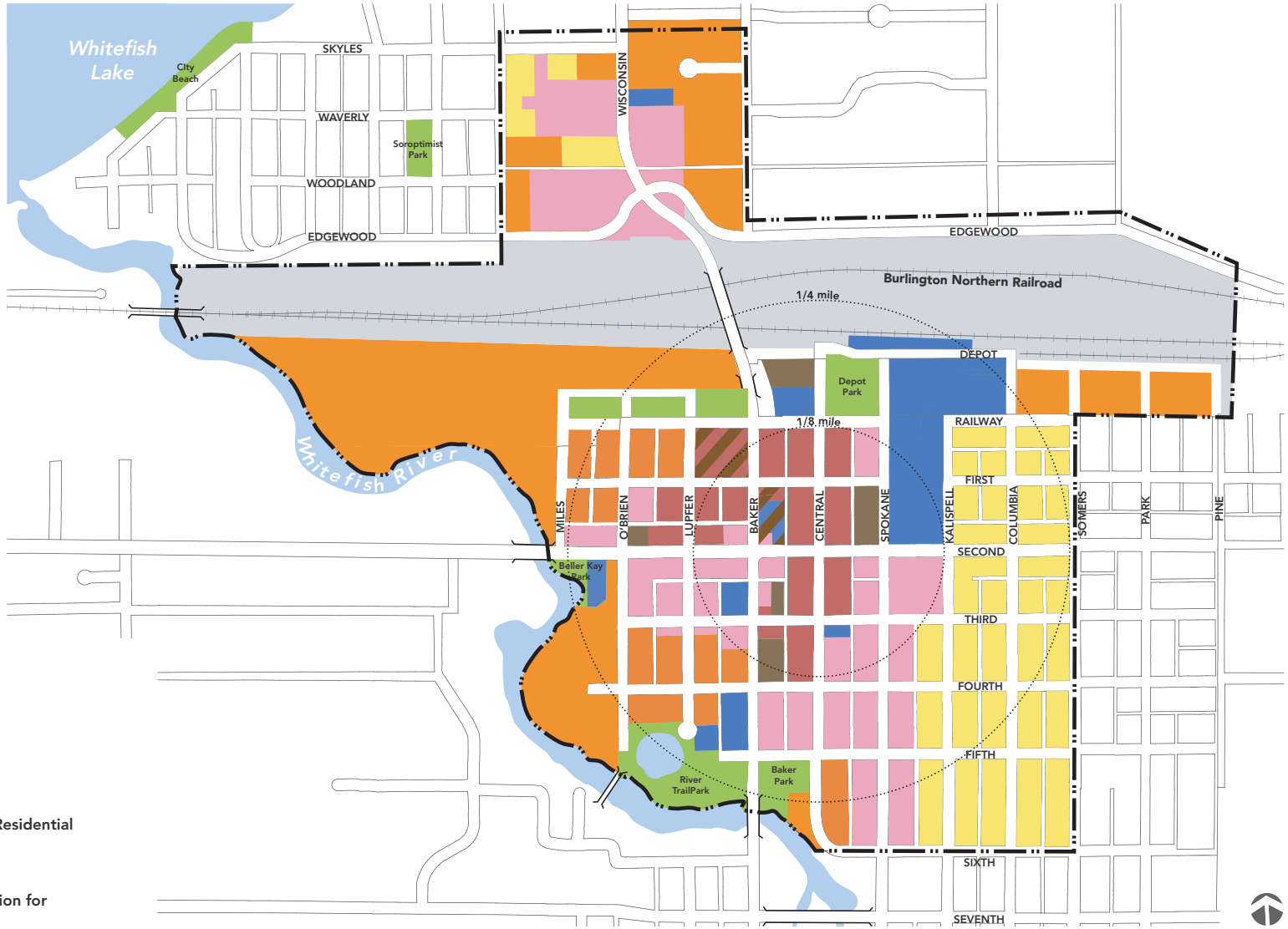
Downtown Whitefish's historic design is pedestrian-friendly. To be consistent with this development pattern, throughout the entirety of Downtown, all development should be oriented to the pedestrian. New auto-oriented development that includes elements such as drive-through windows is not appropriate and should be prohibited. New development should respect historic development forms and patterns. It should be compatible with existing or adjacent building scale, massing, and building materials.

## POLICY, REGULATORY AND GUIDELINE REQUIREMENTS

The framework does not in itself change the existing policies, the zoning regulations or design guidelines. Following Plan adoption, the following documents should be updated or created by city staff or consultants to ensure consistency with the Downtown Business District Master Plan:

- The City-County Growth Policy Plan (applicable maps and policies must be updated)
- Whitefish Municipal Code zoning ordinances and maps; Amendments to existing regulations or creation of new regulations should be completed where existing zoning is not aligned with this vision. Throughout Downtown, parcels should be 'up-zoned' where identified. Existing uses at these sites should be 'grandfathered' to remain, be improved or sold and operated 'as-is' in perpetuity.
- Parks and Open Space Plans; Existing private property shown for public uses such as a park would operate as-is until acquired by a public entity or transferred to public use by easement, dedication or other means.
- Architectural Review Requirements; General downtown, district and parcel specific development standards that regulate site and building form, massing and character will need to be updated or created.

## Recommended Primary Land Use Framework




Primary Use
### LEGEND

- Retail
- Commercial
- Public Parking
- Civic
- Parks
- Multi-Family (Attached) Residential
- Single Family Residential
- Industrial

Hatch indicates more than one option for potential primary use

# RETAIL

Successful retail is an indicator of a healthy downtown. Whitefish's primary retail street, Central Avenue, is vibrant and thriving. Storefronts along the corridor are mostly occupied and shopkeeper demand is present for additional retail storefronts. To meet this demand, viable areas for expanding retail opportunities are identified.

Additional retail storefronts are envisioned that extend westward into the Railway District along First Street and connect to Second Street along Lupfer Avenue as part of the pedestrian enhanced street 'shopping loop.' Along this corridor, sites can accommodate both small scale retail establishments and potential larger floor plate single or multiple use retail development.

Retail in the Railway District should:

- Include an 'anchor' retail establishment. Suggested is a location at the intersection of First Street and Baker Avenue. The anchor site may include a public parking component
- Foster uses that serve local residents such as an additional grocery store or pharmacy

## REGULATORY REQUIREMENTS

Amendments to current Whitefish zoning ordinances and Architectural Review Standards that regulate downtown retail use may be required to be consistent with the vision the Downtown Business District Master Plan. Following Plan adoption, City staff should address the following:

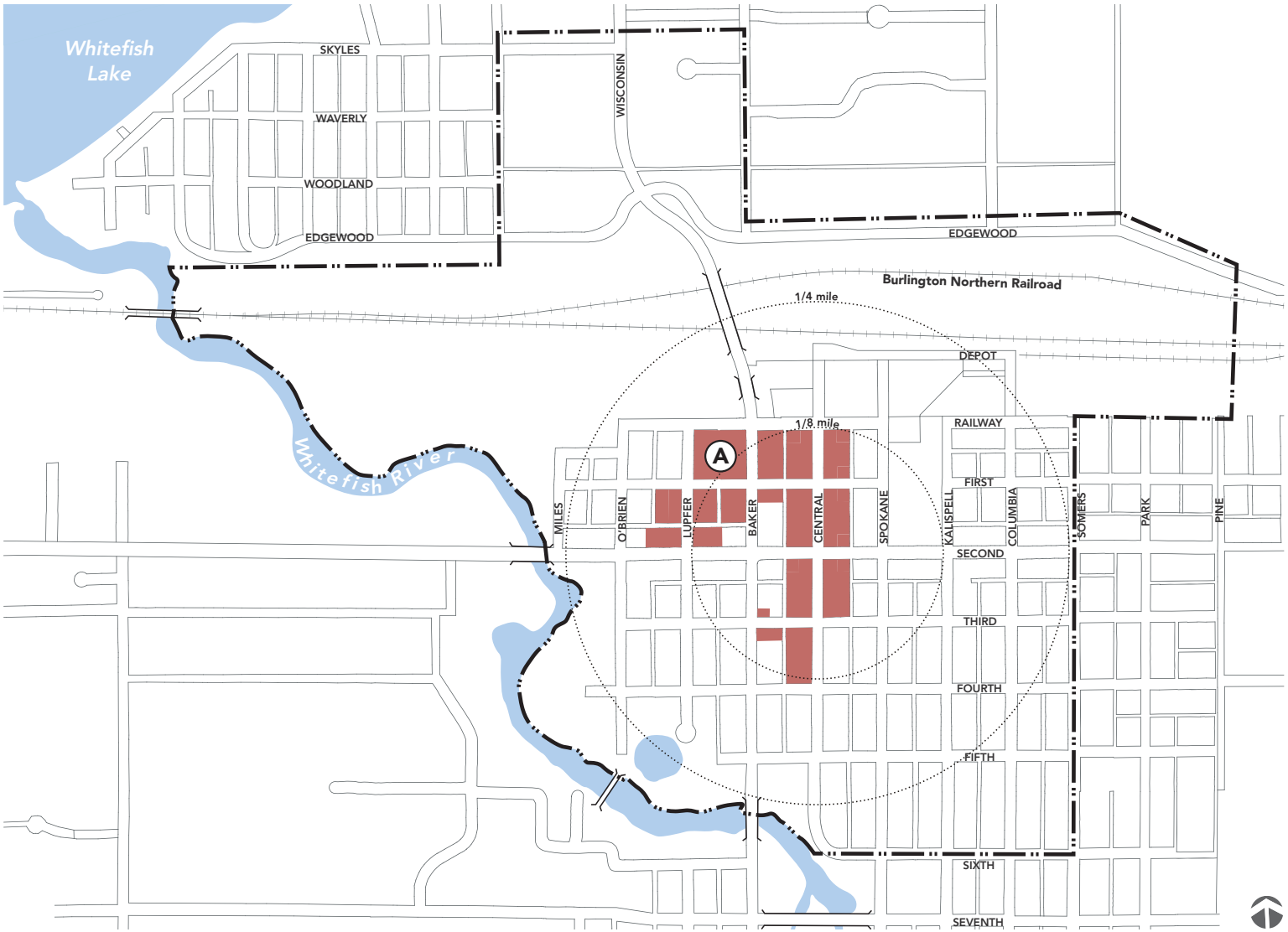
**Permitted Uses—**Ground floors of all indicated parcels should be limited to retail uses exclusively. Retail uses should be limited to establishments that offer the:

- Sale of 'goods'- clothing, shoes, groceries, etc.
- Sale of food and drink- restaurants, cafes, bars, etc.
- Sale of entertainment- cinemas, night clubs, etc.

**Development Standards—**Amendments to current site development regulations and Architectural Review Standards may need to be revised to meet the vision. Unique site conditions in the Railway District should be addressed. New or renovated retail shops should be:

- **Street-oriented–**development regulations for siting, bulk, and massing of structures should ensure that a continuous, edge-to-edge retail uses occur along identified street frontages. These frontages should be uninterrupted by parking lots or other disruptions; Architectural Review guidelines should consider the existing residential-style retail building character in the Railway District.
- **Active–**Retail storefronts should foster 18-hour uses and promote an animated atmosphere by including highly transparent ground floor windows and doors; ground floor blank walls should be discouraged

## Retail Elements




## LEGEND

- Storefront Retail
- Ⓐ Retail Anchor

# COMMERCIAL

The Commercial Element identifies a significant amount of new development opportunities throughout the downtown. Providing opportunities for growth ensures that the Downtown remains Whitefish's heart of commerce rather than outlying areas along US Highway 93. The framework envisions growth in three key areas:

- **Shopping Loop –**Commercial storefronts extending south from the Railway District along Lupfer Avenue and connecting to Third as part of the pedestrian enhanced street 'shopping loop;' Along this corridor commercial development may occur at residences that can be adaptively re-used and/or parking lots.
- **Railway District –** Commercial development emphasis along Second Avenue; throughout the district vacant site and redevelopment of under utilized parcels should be fostered.
- **Spokane and Baker Avenue Corridors –** Commercial development that adaptively reuses existing residential structures along with redevelopment of vacant parcels and parking lots should be fostered. Additional auto-oriented uses such drive through bank facilities should be prohibited.

## REGULATORY REQUIREMENTS

Amendments to current Whitefish zoning ordinances and Architectural Review Standards that regulate downtown commercial use may be required to be consistent with the vision the Commercial element. Following plan adoption, City staff should address the following:

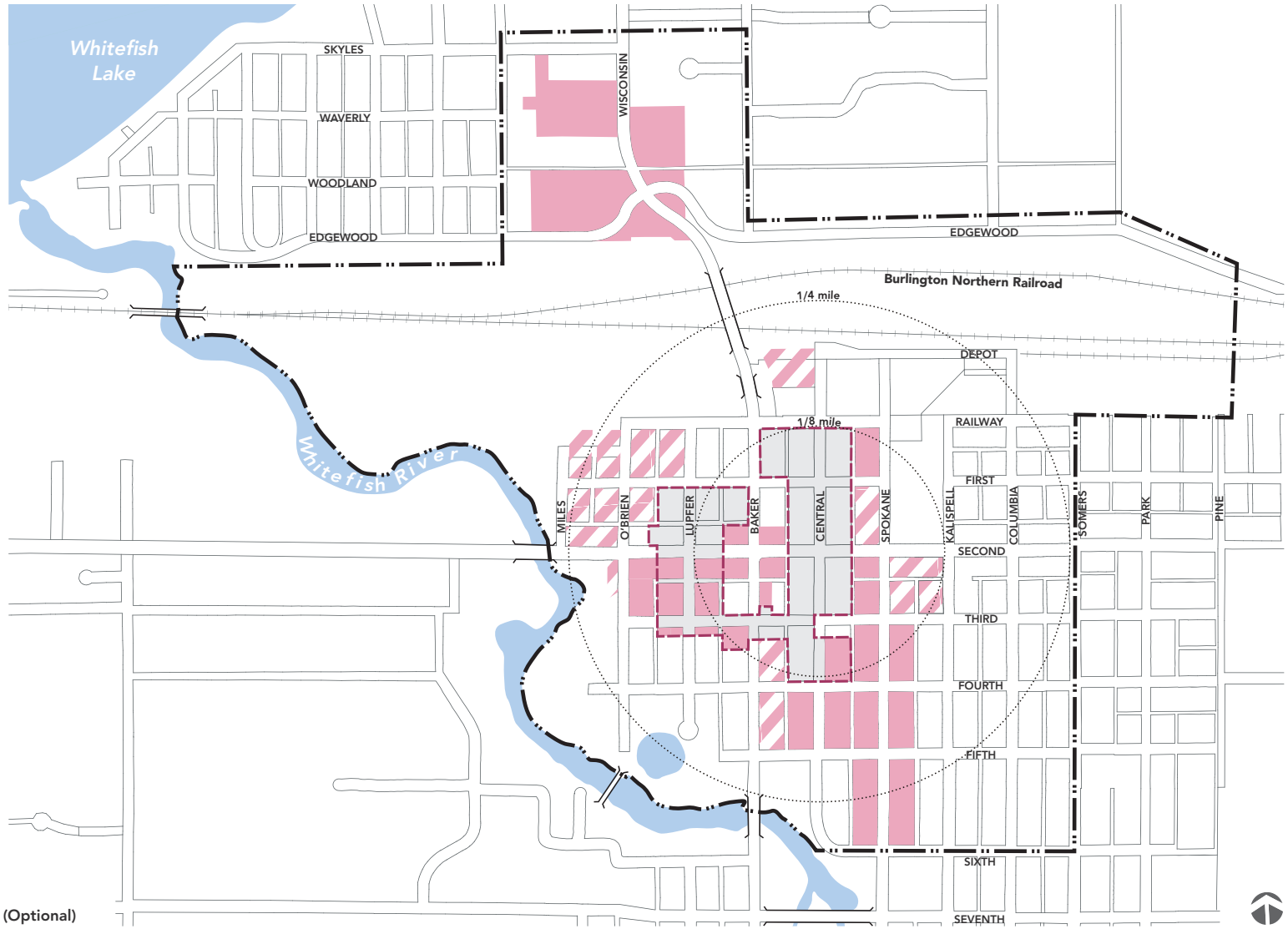
**1. Permitted Uses—** Amendments to current or creation of new permitted use regulations may be required to meet this vision. Permitted uses at ground floors and upper floors of all indicated parcels should foster business activities. Permitted uses should be limited to:

- Establishments that offer the sale of 'services'- Dry cleaners, banks, insurance agencies, yoga studios, child day-care centers, etc.
- Businesses that offer employment- professional offices, medical clinics, etc.
- Establishments that offer the sale of 'goods'- clothing, shoes, groceries, etc.

**2. Development Standards and Guidelines—**Amendments to or creation of new site regulations and Architectural Review Standards may be required to meet the vision. Updates should ensure that commercial development is:

- Pedestrian-friendly— Development standards should prohibit or limit auto-oriented design along pedestrian priority street frontages. Exempt from this pedestrian-friendly orientation requirement may be parcels with unique existing site conditions or existing buildings where redevelopment may be economically infeasible. Where these conditions exist, auto-oriented uses should be buffered by landscaping, low walls, earthen berms or other means to mitigate their impact.
- Active— Where commercial uses occurs at ground floors of buildings, business shop fronts should foster an animated pedestrian environment by including transparent openings (windows and doors) to lobbies and other public accessible areas of the businesses; blank walls should be discouraged. Where privacy is necessary, window and door coverings, or blinds should be permitted.
- Compatible—Definition of the Shopping Loop concept should be provided. Specific regulations and standards that apply to parcels adjacent to enhanced Lupfer and Third pedestrian streets should be developed so that the adjacent historic residential neighborhood is protected and enhanced.

## Commercial Elements




**LEGEND**

- Commercial
- Commercial (Optional)
- Commercial Upper-Floor (Optional)

# PUBLIC PARKING

Providing adequate retail parking for downtown business areas will ensure that competition exists with outlying commercial strip areas. Public parking in Downtown Whitefish is at or near capacity especially during the tourist season. To meet this demand, the Parking Element identifies strategic locations for downtown public parking structures and lots. Structures should be designed to include spaces for employees, visitors, and those seeking government services.

A downtown parking facility often serves as a Downtown's 'front door,' leaving either a lasting positive or negative impression on visitors and residents alike. It is simply good business practice to provide well-located, safe, and easy-to-use public parking that welcomes the shopper and supports other uses.

The Parking Element identified sites are consistent with the City of Whitefish's 2013 Parking Structure Feasibility and Concept Design Study recommendations.

## POTENTIAL PUBLIC PARKING STRUCTURES

Parking structures are expensive and due to their massing and scale, have a potential to negatively impact the pedestrian environment and architectural character of the downtown. With these concerns in mind, they must be sited and designed correctly. They should be located where they will be utilized most effectively by retail customers and their form and scale can be visually mitigated. The sites should be large enough to be constructed efficiently, and located where. The parking structure sites include:

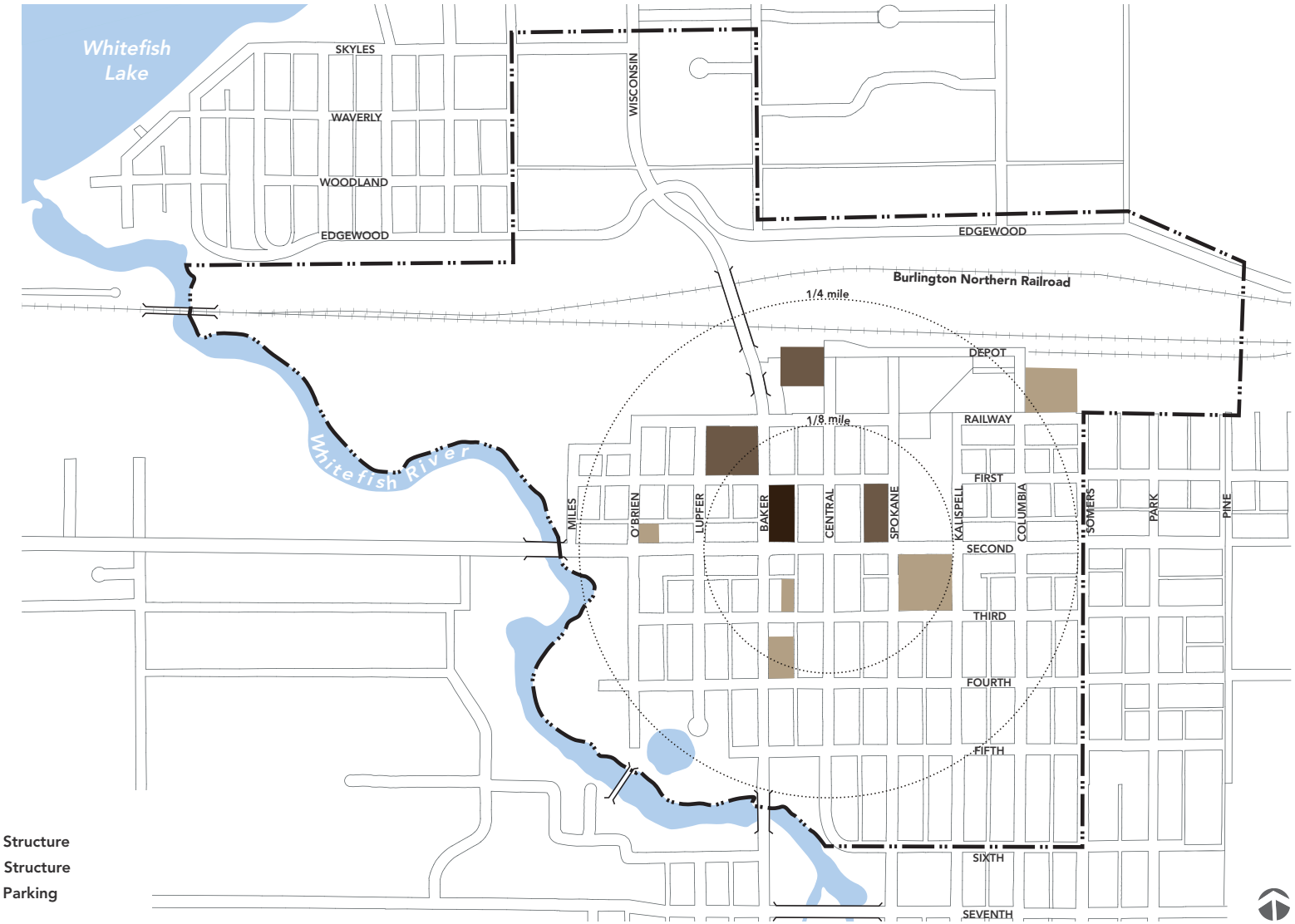
- **Second Street and Baker Avenue–**The structure should be constructed to include City Hall at the ground floor along Baker Avenue or along the southern end of the structure. A retail storefront should be provided at the intersection of Baker Avenue and First Street.
- **Spokane Avenue and Second Street–** The structure should replace the current City parking lot and ground-floor commercial storefronts should be located along the Spokane Avenue frontage.
- **The Railway District–** A parking structure may be constructed within the full block surrounded by First and Railway Streets and Baker and Lupfer Avenues. A retail anchor at the ground floor of the structure is recommended for this site
- **BNSF Depot Site–**This structure provides a parking facility for retail and commercial uses, the O'Shaughnessy Center and Depot Park activities, and downtown employees.

## POTENTIAL PUBLIC PARKING LOTS

Parking lots provide additional parking where there is a lower retail parking demand that can be met by a lot rather than a structure. A secondary function is to provide dedicated employee parking facilities in outlying areas. All parking lots should be constructed with adequate landscape screening from streets and sidewalks. The parking lot locations include:

- **City Parking Replacement–**Sites include: 1) along the alley between Central and Baker Avenues and Second and Third Streets, the lot would serve retail uses impacted by the future development of the current municipal lot. Development of the municipal lot should only occur after the construction of this facility and replacement of warehousing buildings for the hardware store or other uses impacted by its construction. 2) The half block along the east side of Baker Avenue between Third and Fourth Streets. Implementation would require acquisition of Third Street fronting commercial sites.
- **Snow Storage Lot–**This site, located northeast of Railway Street and Columbia Avenue would provide parking during summer seasons for school and downtown activities.
- **O'Brien Avenue Lot–** This site, located north of Second Street, would serve retail and commercial uses in the Railway District.
- **Block 46–**This large reserve for employee parking and school event parking is located south of Second between Spokane and Kalispell. Should this site be redeveloped, parking at this site may be within a structure and may have limited public use.

## Public Parking Elements




### LEGEND

- Existing Public Parking Structure
- Planned Public Parking Structure
- Planned Public Surface Parking

# CIVIC

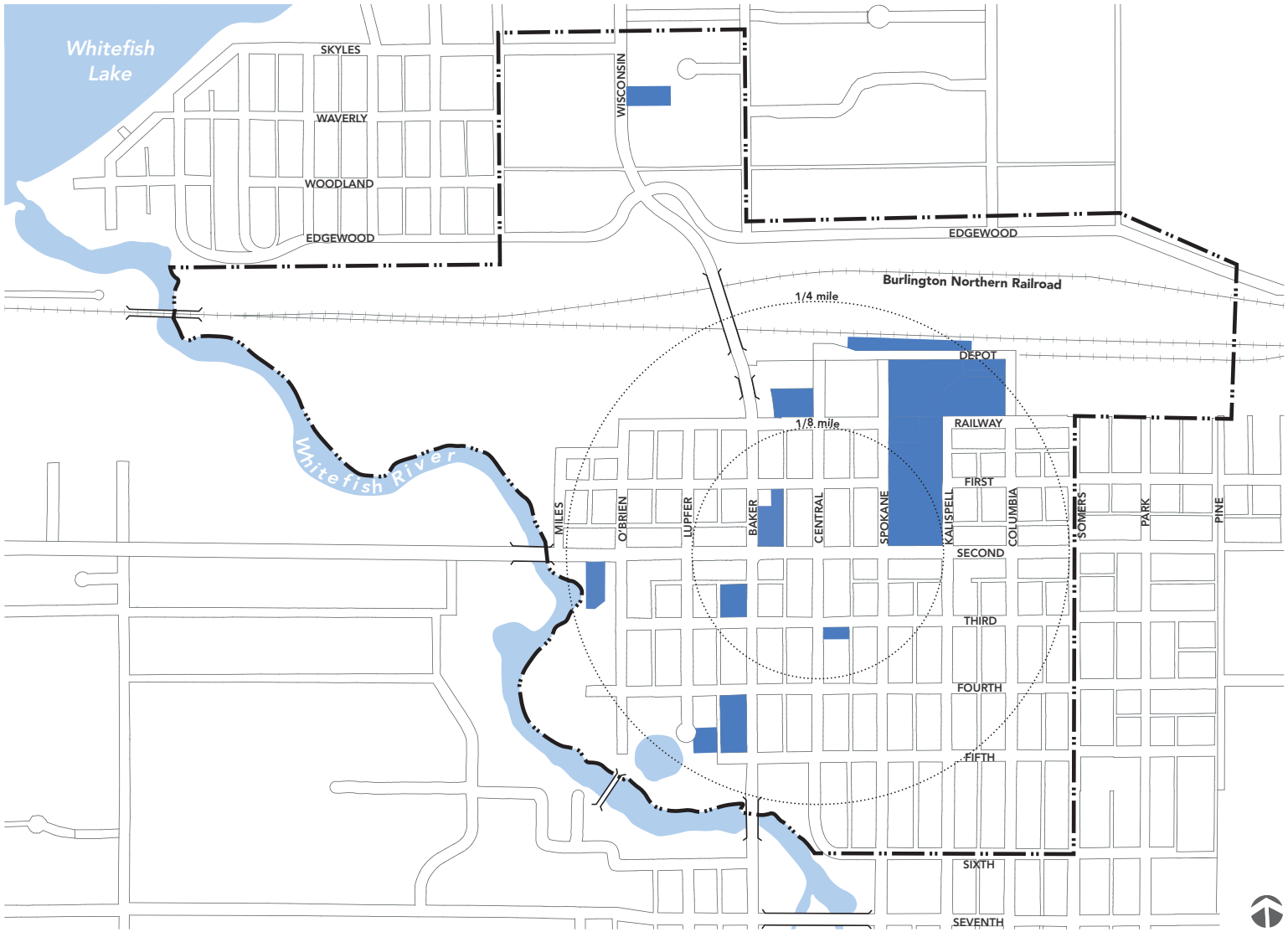
The Civic Element identifies locations for government services, school, visual and performance arts facilities, and places of worship. The Plan envisions that civic, institutional, or cultural uses will be a permanent part of Downtown thereby signaling to the community that Downtown is both the City's economic center and the community's destination for civic assembly.

Employees, clients, and visitors of civic uses will potentially be customers for downtown businesses, providing an added economic benefit.

**City Hall—**The City of Whitefish's 2013 Parking Structure Feasibility and Concept Design Study includes recommendations for the construction of a new City Hall as part of the Second and Baker parking structure site. The Civic Element is supportive of the Parking Study recommendations.

### City Hall Baker/Second Elevation Proposal (From Design Competition—Mosaic Architects)

## Civic Elements



# PARKS

Downtown will be more vibrant and beautiful when it consists of a variety of active and passive open spaces. Currently there are limited green space opportunities to kick a ball with a child or quietly sit in a park setting with a loved one. To attract new development and improve the quality of life for existing residents, employees and visitors, it is essential to construct new parks within the downtown. Improving existing green spaces and linking these areas to recreation attractions outside of the Downtown, such as the Whitefish Lake, will also improve quality of life.

## DEPOT PARK

Improvements to the existing park space should be constructed as described in the adopted Depot Park Master Plan.

## NEW RAILWAY DISTRICT PARK SPACE

Currently, the Railway District is lacking in a green area for recreation activities. A series of new green 'park blocks' are envisioned north of Railway Street within the boundary of the BNSF rail yard. The new park space:

- Would need to be acquired by the City through direct purchase from BNSF or as part of a joint development with a future housing development that may occur adjacent to the parks.
- May require assessment and mitigation of possible environmental contaminants of the site.
- Should include lawn areas appropriate for informal recreation activities and playground structures. A small covered area and public restrooms should be considered for these parks.
- Should route multi-purpose pathway facilities through these park open spaces.

## Parks Elements

### LEGEND

- Potential Park
- Existing Parks

# LODGING

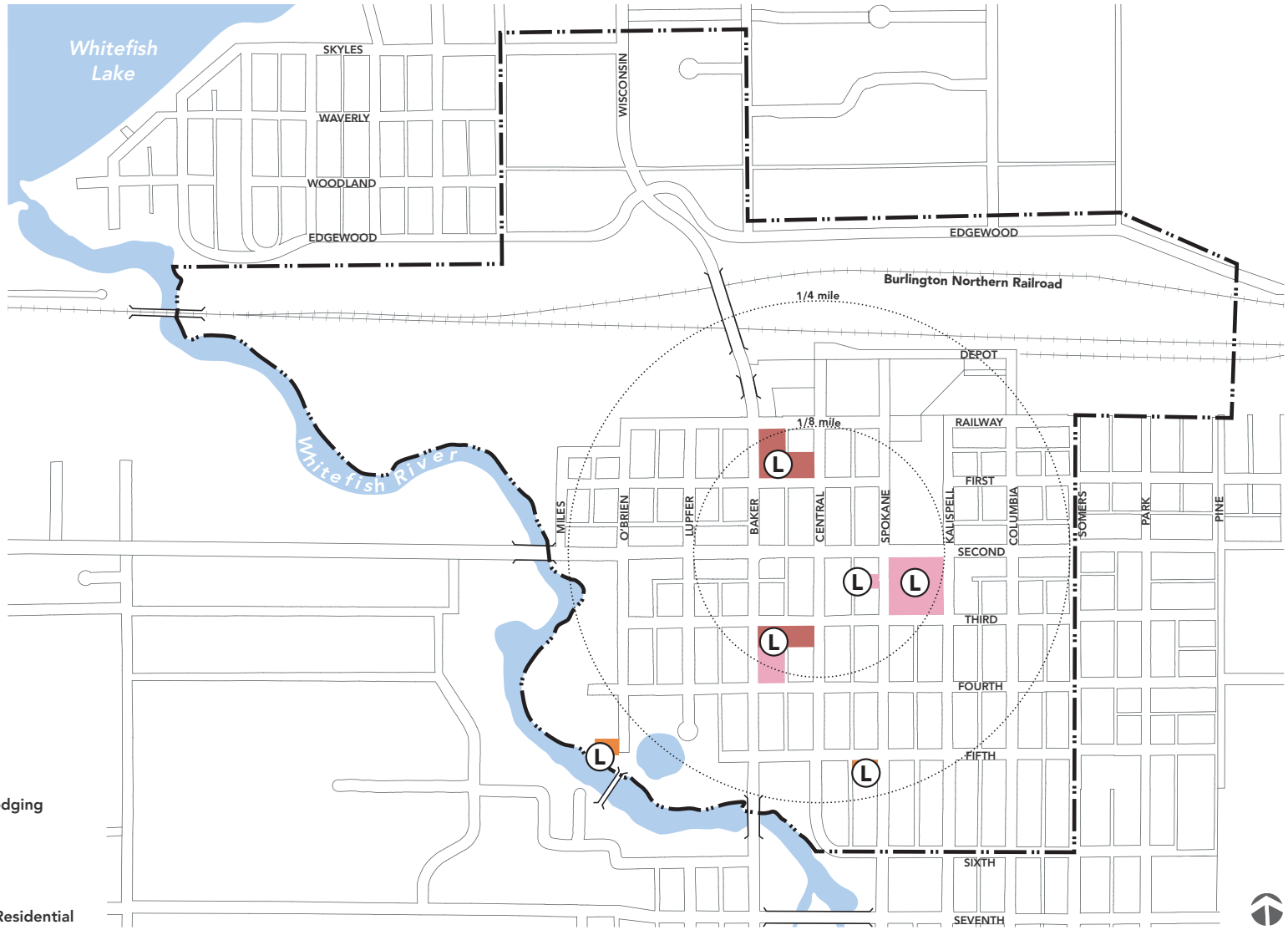
Whitefish has a strong tourist economy and thousands of visitors spend numerous nights in hotels and bed-and-breakfast establishments within and surrounding the downtown. The Lodging Element offers sites for urban lodging experiences within the retail and commercial core for those who desire easy access to shopping, civic activities, or businesses.

## LODGING CHARACTERISTICS

Sites identified can accommodate a variety of lodging types ranging from boutique hotels to extended-stay time shares. New lodging should:

- Be designed to be in scale and character with surrounding architecture.
- Consider surrounding uses as part of the visitor experience, especially existing night life activities that can be viewed as either a benefit or detraction depending on the lodging type.
- Offer street-oriented lobbies and restaurants where applicable.
- Not impact the supply of retail and commercial parking. New lodging establishments should include some parking on-site for services and guests. Valet-serviced parking may be offered off-site.
- Not include auto-oriented characteristics such as lobby-serving auto pull-out driveways or motel-styled porte-cochere covered driveways along pedestrian emphasis streets.

## Lodging Elements




**LEGEND**

L Potential and Existing Lodging

Colors Indicate Primary Land Use

- Retail
- Commercial
- Multi-Family (Attached) Residential

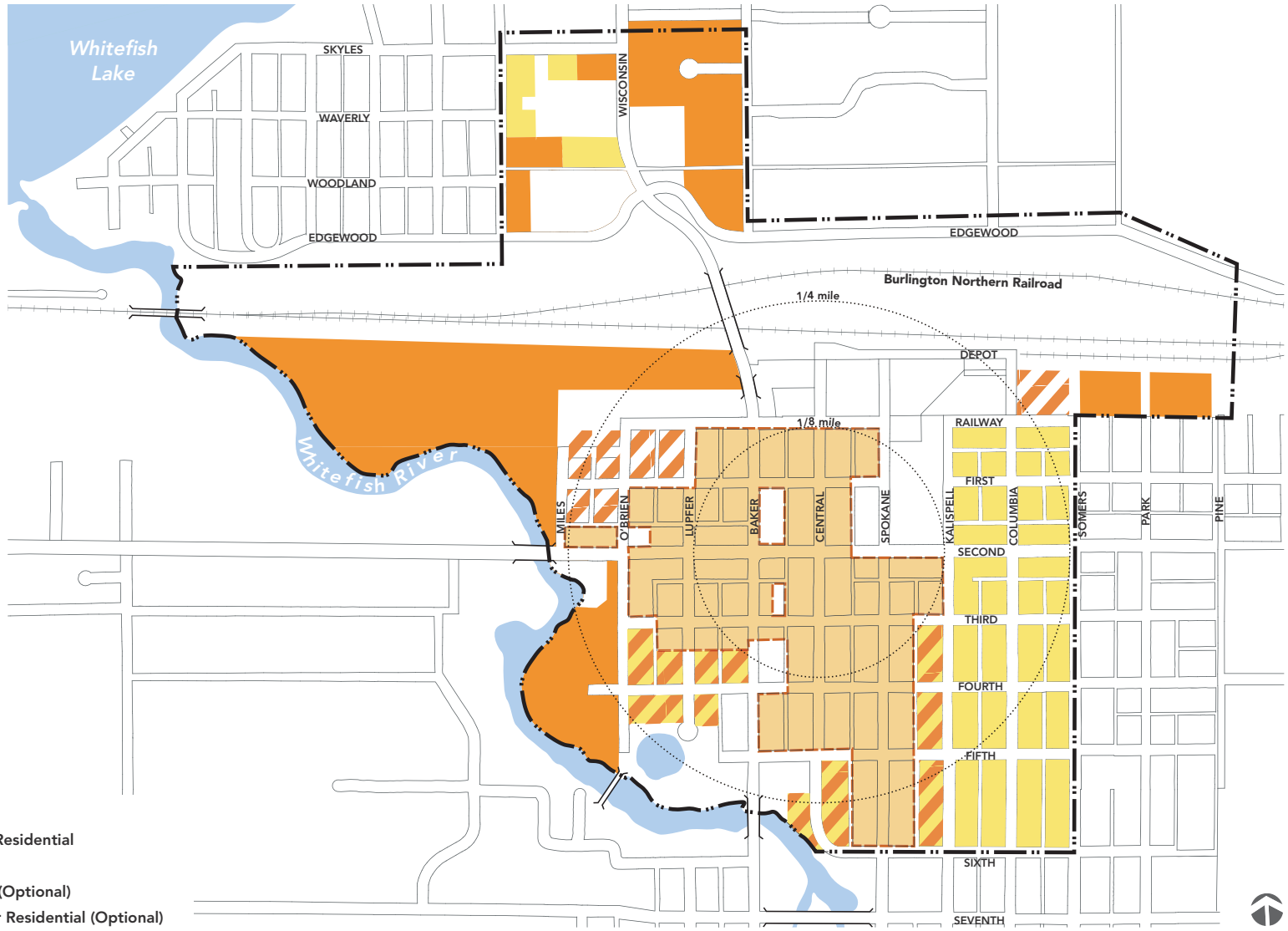
# RESIDENTIAL

Downtown housing is an essential component to a healthy downtown and there is considerable growing demand for urban housing in Whitefish. Housing provides a pool of residents that help support downtown businesses and help animate and increase safety of the downtown environment by providing a 24-hour presence. Furthermore, downtown residents can access jobs, retail establishments, and services by foot or bicycle thereby lessening auto congestion and reducing the parking demand.

The Residential Element envisions:

- Attached multi-family apartments, condominiums, duplexes or townhouses where high density housing is indicated.
- Existing single-family detached housing only where identified.
- Optional multi-family residential over new or renovated retail, commercial or structured parking development, where identified.
- Optional multi-Family residential where hatching is identified.
- Buildings constructed to a maximum height of three stories.
- Auto-oriented designs be prohibited. Residential development surrounded by suburban-styled parking lots or townhomes with street-oriented garage doors should not be allowed.
- Providing a range of housing opportunities for a variety of incomes and ages.
- Providing both for-rent apartments and for-sale options.
- Fostering development that is oriented toward families by providing larger units with two or more bedrooms.
- Providing adequate parking for residents. All new development should provide at least one space per unit on-site parking. Where this is not physically possible, off-site parking for residents should be identified.

## Residential Elements




### LEGEND

- Multi-Family (Attached) Residential
- Single Family Residential
- Multi-Family Residential (Optional)
- Multi-Family Upper-Floor Residential (Optional)

# IMPLEMENTATION FRAMEWORK

# NEXT STEPS

Three steps are necessary to transform the Whitefish Downtown Business District Master Plan from an aspiration to a development reality:

**A)** Adoption by City Council and distribution of the Plan by the City of Whitefish, the Heart of Whitefish or other Downtown individual/interest group;
**B)** Regulatory updates by City of Whitefish staff, consultant or other agency; and
**C)** Funding and construction of the identified projects. City of Whitefish funding and construction of other Downtown projects not identified should not occur until the complete list of projects 1-8 has been constructed. Additional public-private-partnership projects may be added as needed.

## A) ADOPTION AND DISTRIBUTION OF THE PLAN

A widespread understanding and agreement of the concepts and implementing strategies of the Plan is necessary. The plan must be:

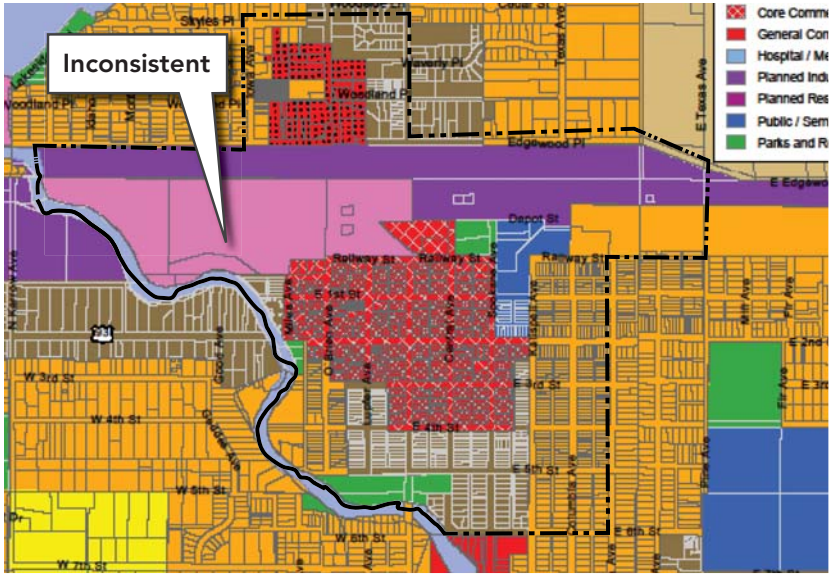
- **Formally Adopted–**Approval by elected officials ensures that the Plan is recognized as the official 'road map' for future development. Adoption ensures that the Plan is considered in all future land use, transportation and economic development planning efforts. In particular, adoption of the plan provides a formal directive for regulatory updates and expenditure of City financial resources for revitalization projects in the downtown study area.
- **Wide Plan Distribution–**The Plan should be available online and in print. The plan should serve as a 'marketing tool' for those who are interested in seeking new investors in the downtown. It should be easily available to elected officials, city staff, the general public, the Heart of Whitefish, developers, builders and their design consultants.

## B) POLICY AND REGULATORY UPDATES

The Downtown Master Plan Update framework elements generally comply with existing policies and regulations. However, where inconsistencies exist, updates should be made to existing City documents. These updates should address:

- Existing permitted uses and development standards. Regulatory changes should apply to all new or redevelopment projects. Where current uses are inconsistent with the future vision, 'grandfather' existing uses. (The term 'grandfather' means that new 'up-zoned' uses may be entitled for a property while existing uses are allowed to remain in place in perpetuity.)
- Building and site development standards that emphasize compatibility with existing historic design characteristics and a pedestrian orientation.
- The creation of new Architectural Review Design Standards.

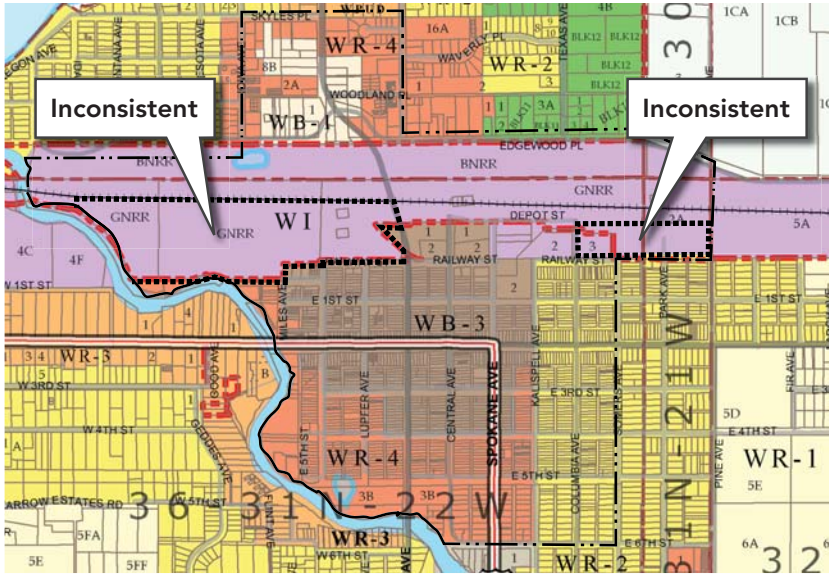
The City of Whitefish staff will be responsible for carrying out any relevant changes to policies and regulations.




## GROWTH POLICY LAND USES MAPPING

Elements of the existing Whitefish City-County Growth Policy that are inconsistent with the Framework Elements include:

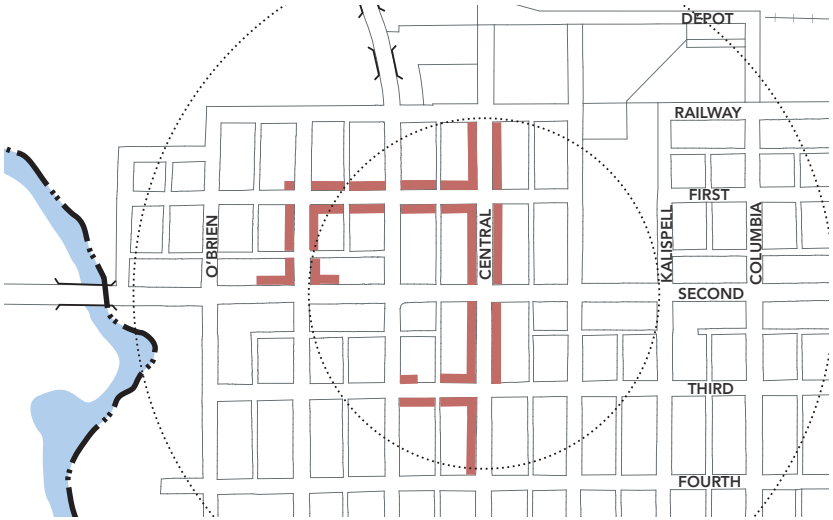
- Designation of the former Whitefish Landing to 'Urban' from 'Resort Residential'

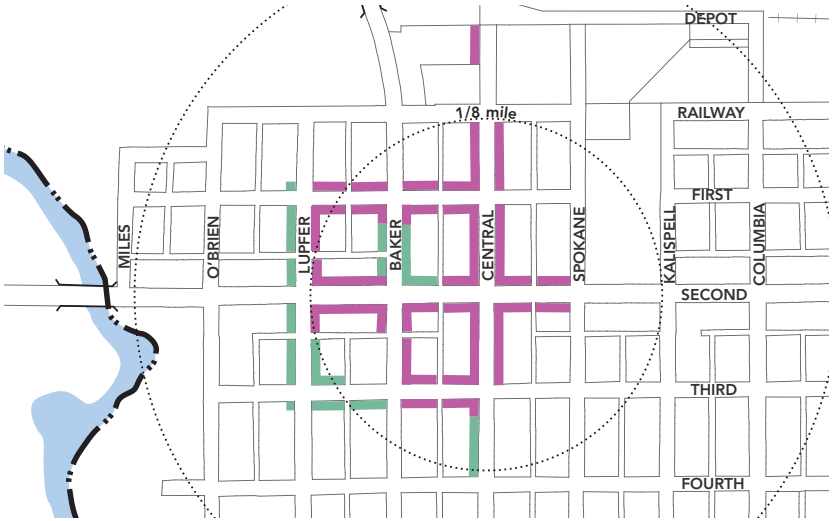



## ZONING ORDINANCE MAPPING

Existing Zoning Ordinance Districts that are inconsistent with the Framework Elements include:

- WI (Industrial and Warehousing District) north of Railway Avenue west of Viaduct and east of Columbia Avenue




## PERMITTED USE TEXT AND MAPPING

### 'Required Ground-Floor Retail'

Amendments to current permitted use regulations may be required to meet the Master Plan vision. Permitted uses at ground floors of all indicated parcel frontages (20' minimum depth) should be limited to uses defined as:

- Sale of 'goods'— clothing, shoes, groceries, etc.
- Sale of food and drink— restaurants, cafes, bars, etc.
- Sale of entertainment— cinemas, night clubs, etc

## DEVELOPMENT STANDARDS TEXT AND MAPPING

### 'Required Build to Lines'

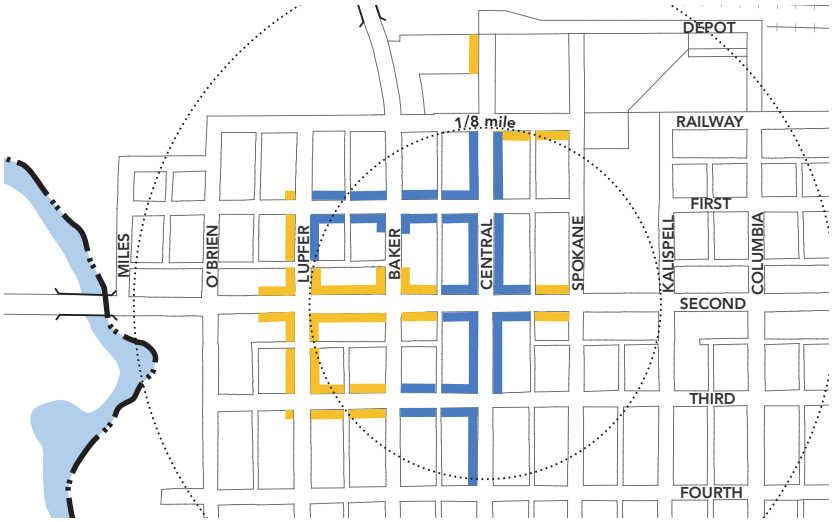
Amendments to current site and building development standards may be required to meet the Master Plan vision.

Building siting and massing as indicated in pink frontages should:

- Abut fronting property lines (zero setback).
- Permit setback exceptions for window and wall recesses from the property line to accommodate columns or other architectural elements.

New building sitting and massing as indicated in green frontages should:

- Permit setbacks up to 15' maximum from property lines
- Prohibit loading or service areas between the building setback and front property line




**DEVELOPMENT STANDARDS TEXT AND MAPPING**

**'Required Active Edges'**

Amendments to current site and building development standards may be required to meet the Master Plan vision.

New building siting and massing as indicated in blue frontages should:

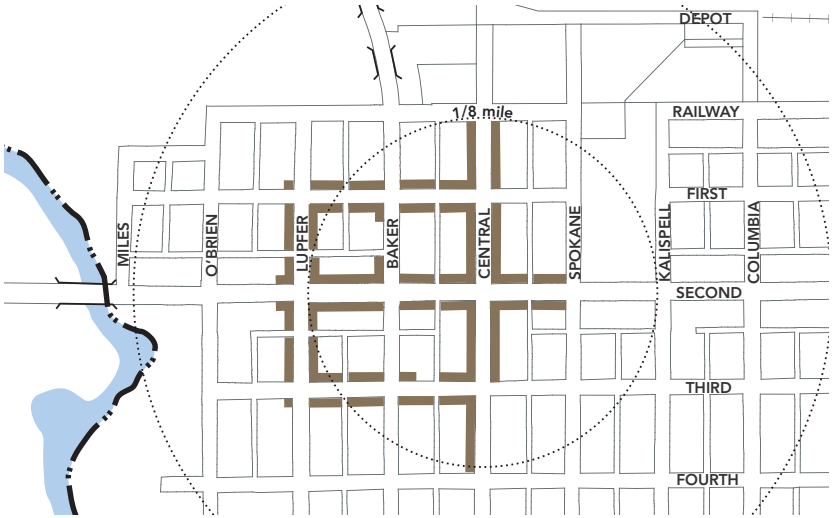
- Require a minimum of 70% transparent glass along ground-floor facades—as measured horizontally 5 ft. above the sidewalk

New building siting, and massing as indicated in yellow frontages should:

- Require a minimum of 50% transparent glass along ground-floor facades—as measured horizontally 5 ft. above the first finished-floor height

For both frontage conditions:

- Frosted, tinted, reflective glass or other types of glass that diminish transparency should not be permitted.
- Require that primary ground-floor entries be oriented to a public right-of-way.




**DEVELOPMENT STANDARDS TEXT AND MAPPING**

**Required Parking Access Restricted Frontages**

Amendments to current site and building development standards may be required to meet the Master Plan vision.

For frontages identified in brown (with the exception of public parking structures) access driveways should be prohibited to off-street parking, service bays, drive-through windows, or drop-off and loading zones.

## C) PROJECTS

The Project Priorities diagram illustrates the location and order of strategic public investments within public right-of-ways, existing or proposed public open spaces, and potential public-private-partnership financing and construction. These projects will be necessary to stimulate desirable private investment, improve multi-modal access and safety, and addressing critical public building needs. The identified projects include those that have been initiated by the City and those that have been proposed in this Plan, The City of Whitefish, or The Montana Department of Transportation planning documents. The projects should be phased as indicated. Re-ordering, adjustment or additions to project phases should occur only with City Council approval. Multiple phases may occur concurrently and private-public partnerships may occur at any time.

### Timeline

Construction of projects may require identification of funding source(s) and will require additional design refinement, public design review, and contractor selection.

No specific schedule has been set for the implementation of these projects. All projects however, should be substantially initiated or constructed within five years of Downtown Business District Master Plan adoption.

**1) City Hall and Public Parking Structure—**The design should be consistent with the 2013 Parking Structure Feasibility Study and City Hall Concept Design recommendations. Surface parking lots should not be developed at this site.

**2) Baker Avenue Improvements—**Located between Railway and Sixth Street, the improvements should enhance the pedestrian environment while maintaining acceptable auto and truck mobility. It should create a welcoming environment for the proposed City Hall, retail and commercial ground floor uses. The Second Street and Baker Avenue intersection should be designed and constructed first and foremost as a safe and comfortable connection to the Railway District for pedestrians.

**3) Whitefish Promenade—**Located on Spokane Avenue and Railway Street, the improvements should provide protected bikeways between Sixth Street and Miles Avenue.

**4) Central Avenue Pedestrian Emphasis Street Improvements—**Design and construction of Central Avenue north of Railway and south of Third to the Fourth Street intersection should be consistent with the existing street design. However, consideration of non-retail land uses, unique adjacent site conditions, and a lack of a covered walkways in these areas may warrant design adjustments.

**5) Railway District Pedestrian Emphasis Street Improvements—**Design and construction of Railway District Street Improvements along First, Second, and Third streets and Lupfer Avenue should be consistent with the existing Central Avenue streetscape character. Unique conditions and uses within the Railway District should be considered.

**6) Retail Replacement Parking—**Acquire parcel, design and construct an alley accessed parking lot to replace the current City parking lot at the intersection of Third and Central.

**7) Spokane and Second Parking Structure—**The structure should meet the parking needs of retail uses by replacing the current city parking lot with a multi-level parking garage. It should also provide ground floor commercial storefronts along the Spokane Avenue and First Street frontages.

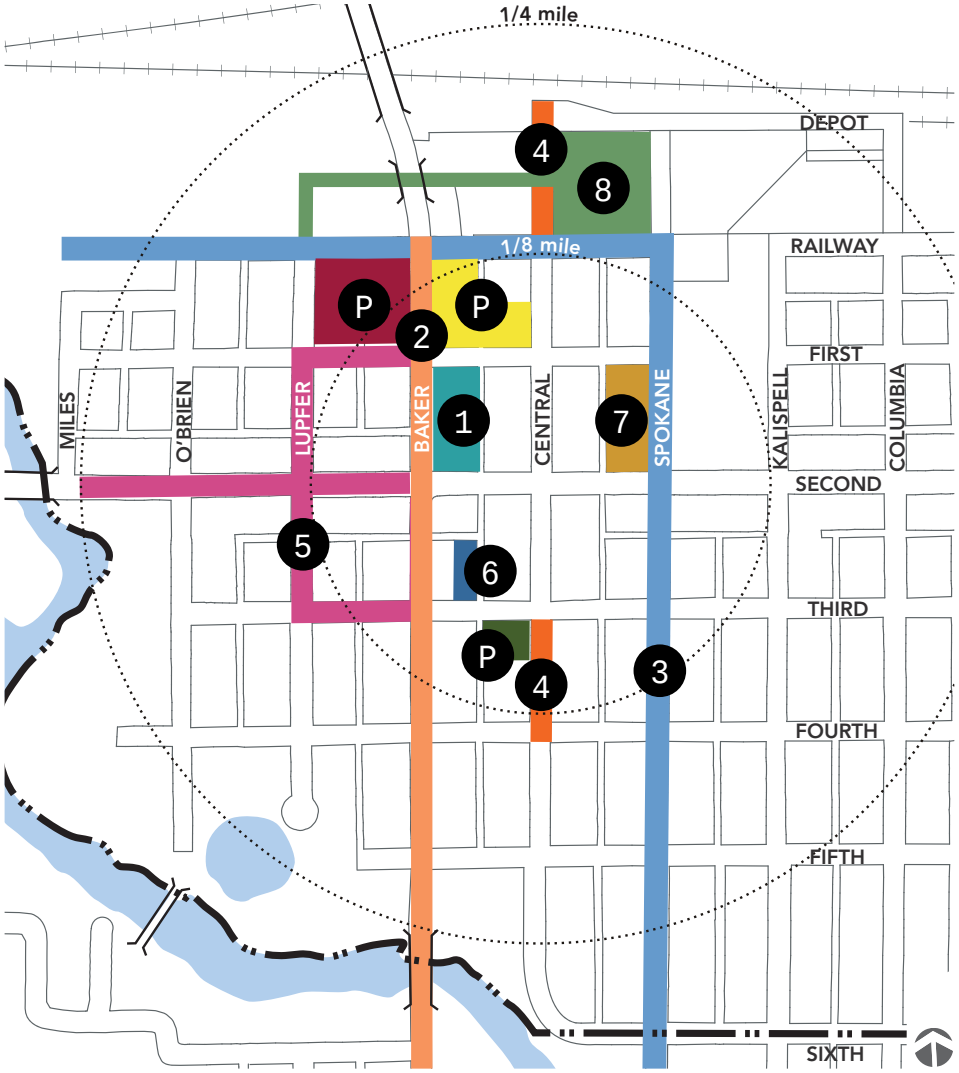
**8) Depot Park and Baker/Wisconsin Underpass—**The park should be built as described in the adopted Depot Park Master Plan. The pedestrian sidewalk and protected Bikeway for the Baker/Wisconsin Underpass should be designed and built concurrently with the park.

**P) Public-Private Partnership: Retail Anchor Site Development—**Replace the current City parking lot at Third Street and Central Avenue with a retail use. Consider additional commercial, office or lodging uses on upper floors only.

**P) Public-Private Partnership: Railway District Anchor Site—**Develop a design concept and construct a local-serving large floor plate retail use. Consider a mixed-use development that includes a parking structure that serves the Railway District with high-density residential uses.

**P) Public-Private Partnership: Lodging Mixed-Use Development—**Joint development or acquire, design and construct a hotel and retail development at an 'L' shaped site north of First Street.

## Projects Diagram



# Whitefish Master Plan Refinement

November 21, 2013 (Draft)

| | | | |
|---|---|---|---|
| **SCOPE OF WORK - Master Plan Refinement (Phase Two)** | | Expenses | Total Labor Cost Per Task |
| **Transportation Framework** | | | |
| Task 1.1 | Update Auto/Truck Framework<br>Include Hwy 93 Contra Flow Information | | $3,040 |
| Task 1.2 | Update Pedestrian Framework<br>Retail Loop - Develop alternatives and preferred plans and sections<br>Baker, 2nd to Railway - Develop alternatives and preferred plans and sections | | $10,310 |
| Task 1.3 | Update Bicycle Framework (Protected Bikeway)<br>Spokane/Railway/East on Second & Underpass - Develop alternatives and preferred plans and sections | | $7,280 |
| Task 1.4 | Perspective Sketch<br>Prepare one photo realistic perspective sketch of a key roadway segment | | $3,740 |
| | Total Hours | | 274 |
| | Total Costs | | ***$24,370*** |
| **Land Use Framework** | | | |
| Task 2.1 | Update Retail Framework<br>Provide detail - Differentiate between 'neighborhood compatible' and 'historic storefront' | | $2,380 |
| Task 2.2 | Update Civic Framework<br>Adjust graphics and text to reflect City Hall/parking structure concept and Depot Park | | $2,040 |
| Task 2.3 | Update Residential Framework<br>SW Quadrant - Develop (WR-2) and (WR-4) zoning alternatives and preferred alternative | | $4,240 |
| Task 2.4 | Perspective Sketch<br>Prepare one photo realistic perspective sketch of key plan component (Depot Park) | | $3,740 |
| | Total Hours | | 144 |
| | Total Costs | | ***$12,400*** |
| **Implementation Framework** | | | |
| Task 3.1 | Refine Development Standards<br>Provide additional detail including graphics and text for building siting/massing/height/ground floors<br>Identify permitted uses and definitions if necessary | | $7,320 |
| Task 3.2 | Update Projects Diagram<br>Provide additional refinement and detail, text and graphics | | $1,450 |
| Task 3.3 | Anchor Retail Concept<br>Prepare conceptual plans<br>Prepare photo realistic perspective sketch illustrating compatibility with downtown character | | <br>$4,520<br>$4,600 |
| Task 3.4 | Gateways<br>Prepare sketch to illustrate typical gateway concept | | $4,240 |
| Task 3.5 | Design Guidelines<br>Prepare guidelines to supplement existing archit. review guidelines and proposed standards | | $18,160 |
| | Total Hours | | 394 |
| | Total Costs | | ***$40,290*** |
| **Executive Summary** | | | |
| Task 4.1 | Update Land Use Framework graphics and text to reflect changes | | $3,040 |
| Task 4.2 | Update Transportation Framework graphics and text to reflect changes | | $3,040 |
| Task 4.3 | Update Implementation Plan graphics and text to reflect changes | | $3,040 |
| Task 4.4 | Build-Out Concept<br>Develop illustrative plan of study area<br>Prepare tables identifying potential development and square footages (retail/residential/other) | | <br>$4,600<br>$3,880 |
| | Total Hours | | 192 |
| | Total Costs | | ***$17,600*** |
| | **LABOR** | | **$94,660** |
| **Whitefish Meetings (Two)** | | | |
| | Expenses and Labor For 2 CA Staff at Each Meeting | | |
| | Rental Car @ $100 per day | $400 | |
| | Airlines @ $500 per person | $2,000 | |
| | Hotel @ $150 per night | $600 | |
| | Per Diem @ $50 per day | $200 | |
| | CA Labor for 4 days (2 persons for 2 days per visit ) | | $10,560 |
| | Meeting Preparation - 2 slide show and handouts | | $8,640 |
| | Total Hours (Two Visits) | | 160 |
| | Total Costs (Two Visits) | **$3,200** | **$19,200** |
| | Other Expenses - Telephone, Printing, and Related Expenses @4% of CA Labor | **$3,786** | |
| | **TOTAL EXPENSES & LABOR** | **$6,986** | **$113,860** |
| Add one two person meeting | | | **$11,100** |

**WHITEFISH NEXT STEPS DISCUSSION** – May 29, 2014 Draft

## UPDATE MASTER PLAN

1) **Update Executive Summary**
    a. **Build Out Concept** (Tasks 3.3 and 4.4 November 21, 2013) - Add Build-Out Diagram locating future development and quantity table (retail, commercial, housing and parking).
2) **Develop and Include Additional Information**
    a. **Transportation Framework** (Tasks 1.1, 1.2 and 1.3 November 21, 2013)
        i. Whitefish Promenade – Plans and sections for Spokane, Railway and Baker underpass
        ii. Railway District Streets – Plans and sections for 1st and Lupfer

## Estimated Fee

| | |
|---|---|
| **1) Update Executive Summary** | **$17,600** |
| **2) Develop and Include Additional Information** | **$20,630** |
| **3) One Two Person Meeting** | **$11,100** |
| **Total** | **$49,330** |

## Additional Services (Time and Materials)

1) Code update review
2) Additional meetings
3) City Hall architectural review
4) Architectural Review Standards and Guidelines – For Central Avenue and Railway District

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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, July 7, 2014, at **7:10 p.m.** at City Hall, 402 East Second Street.

Ordinance numbers start with 14-07. Resolution numbers start with 14-18.

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 16, 2014 Council regular meeting (p. 80)
   b) Resolution No. 14-___; A Resolution extending the corporate limits of the City of Whitefish, Montana, to annex within the boundaries of the City a certain tract of land known as 2405 Carver Bay Road, for which the owner has petitioned for and consented to annexation (p. 91)
   c) Resolution No. 14-___; A Resolution extending the corporate limits of the City of Whitefish, Montana, to annex within the boundaries of the City a certain tract of land known as 1722 West Lakeshore Drive, for which the owners have petitioned for and consented to annexation (p. 102)
   d) Consideration of approving the final plat for Orchard Lane 3 subdivision, a four lot subdivision located at 467 Colorado Avenue (p. 113)

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) Resolution No. 14-___; A Resolution to change the name of the portion of West 15th Street between Baker Avenue and Flathead Avenue to June's Way (p.152)
   b) Resolution No. 14 - ___; A Resolution establishing rates charged for the purchase of a vault in the cemetery columbarium and related services (p.160)
   c) Consideration of an application from Greg Eaton of EDM Development for a Conditional Use Permit to construct a 5 Plex at 221 – 231 O'Brien Avenue subject to six (6) conditions (p. 166)

d) Consideration of a request from Elk Highlands, LLC for a two year extension to Wapiti Woods final plat (p. 196)
e) Consideration of an application from Bret Walcheck of 48 North Engineering on behalf of Whitefish West Limited Partnership for a 15-lot preliminary plat subdivision called Timber Ridge - the property is located at 265 Haugen Heights Road and is 4.39 acres (p. 265)

7) COMMUNICATIONS FROM CITY MANAGER
   a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 497)
   b) Other items arising between July 2nd and July 7th
   c) Discussion of proposed countywide Special District for 911 Funding and possible resolution in support of Special District and to commit to reduce property tax levy by equivalent amount at least in the first year (p. 506)

8) COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS
   a) Emails from Bob Howard and Brad Cox regardig additional boat slips at the Marina at the Lodge at Whitefish Lake (p. 533)
   b) Email from Gerda Reeb and petition from residents and property owners on Texas Avenue requesting the installation of sidewalks on Texas Avenue (p. 536)
   c) Letter from Jan Metzmaker regarding questions about the sign ordinance (p. 565)
   d) Letter from Rita Hanson regarding July 4th hazards at Fraser Avenue and Ramsey Avenue (p. 566)
   e) Set date for another FY15 budget work session

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

10) **CLOSED EXECUTIVE SESSION** with City Attorney pursuant to §2-3-203(4)(a) MCA to discuss strategies to follow in regard to litigation.

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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July 2, 2014

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

Mayor Muhlfeld and City Councilors:

**Monday, July 7, 2014 City Council Agenda Report**

There will be a work session beginning at 5:00 p.m. for a review and update of the Tax Increment Fund financial forecast until 2020 and at 5:45 on the Downtown Master Plan Update. 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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d) Consideration of approving the final plat for Orchard Lane 3 subdivision, a four lot subdivision located at 467 Colorado Avenue (p. 113)

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

**Item a is an administrative matter; items b and c are legislative matters; item c is a quasi-judicial 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) Resolution No. 14-___; A Resolution to change the name of the portion of West 15th Street between Baker Avenue and Flathead Avenue to June's Way (p. 152)

This item was requested by the North Valley Food Bank. A Resolution of Intention was passed on June 16, 2014 and the City Clerk notified the adjoining property owners.

**RECOMMENDATION:** Staff respectfully recommends that the City Council approve a Resolution to change the name of the portion of West 15th Street between Baker Avenue and Flathead Avenue to June's Way.

**This item is a legislative matter.**

b) Resolution No. 14 - ___; A Resolution establishing rates charged for the purchase of a vault in the cemetery columbarium and related services (p. 160)

In the FY14 Budget, we budgeted $23,000 for the purchase of a Columbarium to hold cremation ashes and urns as a way to add capacity to the existing City Cemetery. Currently the City has no additional grave sites which we can sell at the Cemetery.

The Columbarium cost $21,564.55 to purchase and have installed. The City provided staff work and labor to plan for the purchase and install the concrete pad for additional costs of $2,437.99. Also there is $3,200.10 of landscaping around the Columbarium site to make it more presentable that was just installed last week. We also felt we could allocate $2,000 of the $35,454.99 cost of the new underground irrigation system to the Columbarium as it was the new irrigation system which allowed us to free up space for the Columbarium because the old, above ground irrigation pipes took up a lot of space where the Columbarium is now located.

State law, Section 7-6-4013 requires that the City Council approve and adopt all new fees and fee increases after notice and a public hearing. It also provides that fees have to be reasonable and related to the cost of providing the service. This memo is to provide the basis of the new fees proposed for the Columbarium.

As shown above, we can demonstrate that the total, allocable costs of the Columbarium equals $29,202.58. Divided by 40 vaults in the Columbarium equals $730.06. Thus, we are proposing the following fee schedule for the Columbarium. We think there is a higher demand for the upper 2 tiers or levels of the Columbarium, so we wanted to provide a little price difference between the lower two tiers and the upper two tiers. Other area cemeteries do differentiate in the pricing among the tiers. The fees proposed are shown in the Resolution in the packet and in my memo in the packet.

The financial requirements are basically described above. We believe this fee schedule will recover our costs and provide some additional revenue for unanticipated costs and staff time to sell the Columbarium vaults.

**RECOMMENDATION:** Staff respectfully recommends the City Council, after considering testimony at the public hearing, adopt a Resolution establishing rates charged for the purchase of a vault in the Cemetery Columbarium and related services.

c) Consideration of an application from Greg Eaton of EDM Development for a Conditional Use Permit to construct a 5 Plex at 221 – 231 O'Brien Avenue subject to six (6) conditions (p. 166)

From Senior Planner Wendy Compton-Ring's transmittal letter:

**Summary of Requested Action:** Greg Eaton of EDM Development LLC is requesting approval of a Conditional Use Permit to construct a 5-plex at 221-231 O'Brien Avenue. The property is currently undeveloped and is zoned WB-3 (General Business District). The Whitefish Growth Policy designates this property as "Core Commercial".

**Planning Board Action:** The Whitefish City-County Planning Board met on June 19, 2014 and considered the request. Following the hearing, the Planning Board recommended approval of the above referenced conditional use permit (5-1, Roosendahl voting in opposition) with six (6) conditions as contained in the staff report and adopted the staff report as findings of fact.

**Planning & Building Department Recommendation:** Staff recommended approval of the above referenced conditional use permit with six (6) conditions set forth in the attached staff report.

**Public Hearing:** The applicant and two neighbors spoke at the hearing. The neighbors identified concerns with sewer main in the alley, the narrowness of the alley (traffic, snow removal and using the alley as the primary access to the development), the steepness of O'Brien Avenue and adding more garbage cans in a very narrow alley. It was suggested by the neighbors that the alley ought to be one-way. The draft minutes for this item are attached as part of this packet.

A full staff report along with minutes and other documents are in the packet.

**RECOMMENDATION:** Staff respectfully recommends the City Council, after considering testimony at the public hearing and the recommendations of the Planning Board and staff, approve the application from Greg Eaton of EDM Development for a Conditional Use Permit to construct a 5 Plex at 221 – 231 O'Brien Avenue subject to six (6) conditions.

**This item is a quasi-judicial matter.**

d) Consideration of a request from Elk Highlands, LLC for a two year extension to Wapiti Woods final plat (p. 196)

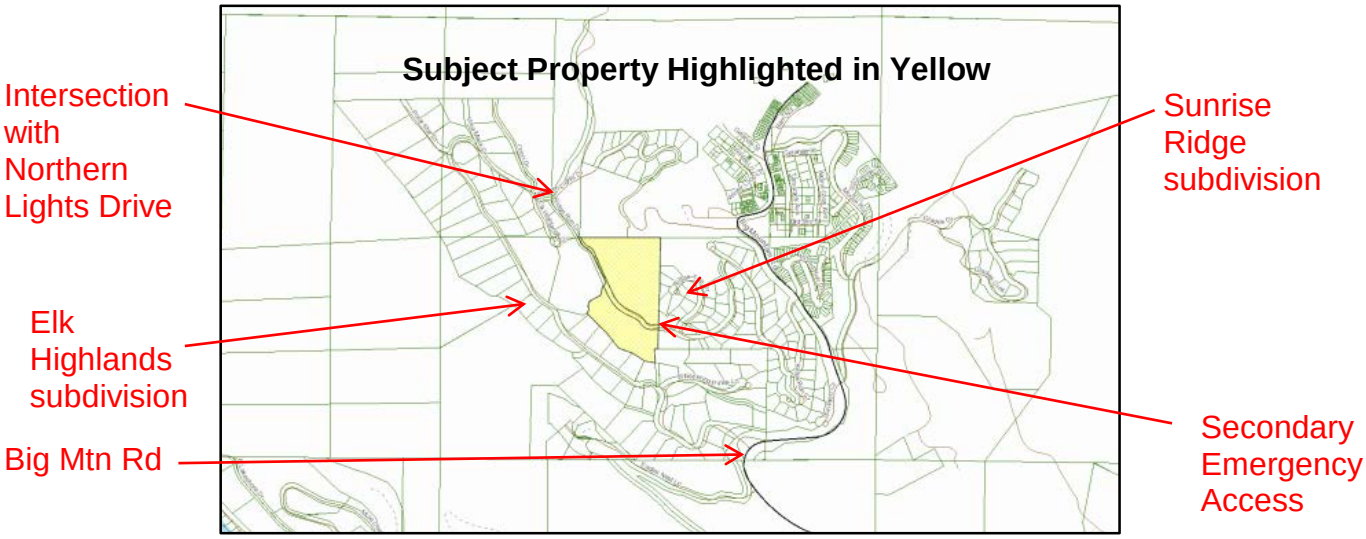
From Senior Planner Wendy Compton-Ring's transmittal letter:

Request/Background:
This office is in receipt of a letter from Thomas Penaluna, on behalf of Elk Highlands Inc., requesting a 24-month extension for the Wapiti Woods at Elk Highlands preliminary plat. The Wapiti Woods at Elk Highlands preliminary plat is a 34-lot subdivision on 24.054 acres located on Big Mountain – between Ridge Top Drive, Elk Highlands Drive and Northern Lights Drive and can be described as Tract 5 in S2 T31N R22W. Attached to this report are the conditions of approval and the preliminary plat map.

The preliminary plat was approved by the Whitefish City Council on August 17, 2009. In 2012, the Council granted an additional 24-month extension under HB 522 that provided local jurisdictions additional flexibility. The preliminary plat now expires August 17, 2014.

This matter was on the Council agenda on April 7, 2014. The applicant requested the item be postponed until the July 7, 2014 meeting in order to meet with neighbors and address their concerns. Comments received for the April meeting and July meeting are included in this packet.

Location of Subdivision:
Below, please find a map showing the location of the preliminary plat in relation to the surrounding neighborhood. Staff has identified both neighboring subdivisions as well as notable roads. Also, attached to this packet of information, please find a vicinity map showing the location of the subdivision in relation to this portion of the Big Mountain neighborhood.




A full staff report along with minutes and other documents are in the packet.

**RECOMMENDATION:** Staff respectfully recommends the City Council, after considering testimony at the public hearing and the recommendations staff, **approve** the request to extend the Wapiti Woods at Elk Highlands preliminary plat for 24 months, expiring on August 17, 2016 based on the following findings of fact:

**Finding 1:** The 34-lot preliminary plat was approved by the Council on August 17, 2009. In 2011, the Council granted an additional 24-month extension under HB 522 that provided local jurisdictions additional flexibility. The preliminary plat now expires August 17, 2014.

**Finding 2:** No other development or third party will be harmed if the preliminary plat is extended.

**Finding 3:** A legal notice was published in the *Whitefish Pilot* on March 19, 2014 and public notice was mailed to property owners within 300-feet of the project on March 14, 2014. As of the writing of this report, 11 letters were received.

**Finding 4:** A legal notice was published in the *Whitefish Pilot* on June 18, 2014 and public notice was mailed to property owners within 300-feet of the project on June 13, 2014. As of the writing of this report, 12 letters have been received.

**This item is a quasi-judicial matter.**

e) Consideration of an application from Bret Walcheck of 48 North Engineering on behalf of Whitefish West Limited Partnership for a 15-lot preliminary plat subdivision called Timber Ridge - the property is located at 265 Haugen Heights Road and is 4.39 acres (p. 265)

From Senior Planner Wendy Compton-Ring's transmittal letter:

**Summary of Requested Action:** This is a request by Bret Walcheck from 48 North Engineering on behalf of Whitefish West Limited Partnership for a 15-lot preliminary plat called Timber Ridge. The property is located at 265 Haugen Heights Road and is 4.39 acres.

**Planning Board Action:** The Whitefish City-County Planning Board met on June 19, 2014 and considered the requested preliminary plat. Following the public hearing, the Planning Board was unable to pass a motion either for approval or denial. (Phillips and Ellis were absent).

At the hearing, it was discovered that the applicant was interested in having single family on the west side of the development and duplex development on the east side of the development, but the staff report and portions of the preliminary plat application indicated that the development would only be single family. This property is zoned WR-2 which permits both single family and townhouse/duplex provided the minimum lot size can be met. There were concerns on the part of some Board members that the staff report did not fully reflect this aspect of the development and that there could be some additional concerns that need to be mitigated. On the other hand, some Board members acknowledged the zoning is WR-2, the property was purchased to with the ability to have townhouses/duplexes and the City standards were being met with the request.

**Planning & Building Department Recommendation:** Staff recommended approval of the above referenced preliminary plat. The recommended staff conditions of approval are attached to this report since the Planning Board did not offer a recommendation. The staff report has been revised to reflect the modification described above.

**Public Hearing:** One neighbor to the project spoke at the public hearing. The neighbor was concerned with the lack of a park, the street intersecting with her lot in a 'T' intersection that would shine car lights into her home, the loss of trees and questions regarding the improvements to and maintenance of Lake Park Lane (along the north side of the property).

A full staff report along with minutes and other documents are in the packet.

**RECOMMENDATION:** Staff respectfully recommends the City Council, after considering testimony at the public hearing and the recommendations of the Planning Board and staff, approve the application from Bret Walcheck of 48 North

Engineering on behalf of Whitefish West Limited Partnership for a 15-lot preliminary plat subdivision called Timber Ridge - the property is located at 265 Haugen Heights Road and is 4.39 acres.

**This item is a quasi-judicial matter.**

COMMUNICATIONS FROM CITY MANAGER

a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 497)
b) Other items arising between July 2nd and July 7th
c) Discussion of proposed countywide Special District for 911 Funding and possible resolution in support of Special District and to commit to reduce property tax levy by equivalent amount at least in the first year (p. 506)

On February 1, 2009, the Whitefish City Council approved the 911 Interlocal Agreement which consolidated all dispatch services among the cities in Flathead County with Flathead County's 911 dispatch. The Interlocal Agreement was finally approved and signed by all parties in April, 2009 and a copy of the Interlocal Agreement is in the packet with this report.

Despite much discussion, the four parties could not agree on a funding mechanism for 911 other than to have the three cities and Flathead County contribute to the budget based on population. This method ensured that property owners in the three cities would pay twice for 911 services – once to their city for its contribution and also to Flathead County for its contribution. To address this inequity and to provide a long term, sustainable funding method, a Future Funding Committee was created to work on funding alternatives (end of Article I in Interlocal Agreement).

I was appointed to that committee and was subsequently appointed as chairperson of the committee. The committee worked on alternatives for two years and submitted our report to the 911 Administrative Board in May, 2011 and a copy of that report is in the packet.

Subsequent to that report, the 911 Administrative Board and the Future Funding Committee continued to work on when an appropriate time to place a countywide property tax levy on the ballot. Given the economic downturn, no one was very enthusiastic about placing such a property tax levy on the ballot.

Last year, Commissioner Gary Krueger suggested an alternative to fund 911 with an assessment similar to the landfill assessment which appears on county property tax bills where there are structures (vacant land is not assessed for the landfill cost). Commissioner Krueger worked with County Administrator Mike Pence and county staff on the particulars of such a proposal and the final product and recommended structure is contained in a report in the packet called the "**FLATHEAD EMERGENCY COMMUNICATIONS FUNDING PLAN".**

The basic elements of this plan is that 911 would be funded entirely by countywide property taxes and a Special District fee on developed property. The Countywide property tax would be to continue the current Sheriff countywide property tax levy for 911 of approximately 6 mills (5.921 mills last year) and augment that mill levy with a Special District $25 flat rate fee for residential properties annually and $50 per commercial unit not to exceed 30 units for commercial properties. The creation and funding of such a Special District has to be voted upon by all electors in Flathead County. The Flathead County Commissioners are going to consider putting this Special District ballot issue on the November, 2014 ballot very soon.

The other very important, likely essential, element of this funding proposal is that it will provide a stable funding source in the future for 911, especially for needed capital equipment replacement and additions. The current funding which was approved by all four entities has only provided funding for operating costs and a minimal level of capital equipment. This proposal would provide $500,000 of new funding annually for capital equipment acquisition and replacement. If capital equipment replacement and addition is never funded, the 911 Center will die a slow death of attrition.

I wanted the Mayor and City Council to have a good briefing on this topic, but I felt it couldn't wait for an available future work session, so I put it on the regular meeting agenda for discussion.

Having considered various funding alternatives for 911 for many years, even before the Interlocal Agreement, there is considerable sentiment among some members of the public that for a countywide funding mechanism to pass, each city should agree to reduce its current property tax levy by the amount of funding each city currently contributes to 911 – in the City of Whitefish's case, the FY15 contribution is budgeted at $159,000 which is the equivalent of 7.07 mills.

This Special District funding proposal may have a difficult time passing on a countywide vote. However, the equity issues of uniform funding for each similar situated property is very important. The current proposal is a blend of property tax revenue (based on valuation) and flat fees. If the funding were all based on flat fees, the scenarios analyzed would have been too expensive for the typical residential property owner to accept. Thus this blended proposal was developed. However, the flat fee that is blended into the proposal helps ensure that expensive properties don't carry too much of a burden for 911 services because calls for service to 911 are not really correlated with the value of property.

While we can't commit or bind future City Council's to a reduction of our property taxes in future years, I believe we can commit to a reduction in the first year after any passage of the ballot issue. In subsequent years, there may be other needs which arise that could drive the need for a subsequent property tax increase. However, to help with passage of this proposed countywide Special District, I believe it is essential that

we would commit to reducing our property tax levy by the equivalent 7.07 mills (or whatever the actual FY15 equivalent is) in the FY16 budget, if the ballot issue passes. 66% of the County population in the 2010 census lived outside of cities, so that is where the vote is going to be decided. Strong support from the County Commissioners and County Sheriff will be needed for this ballot issue to pass. If the cities show support by lowering our property tax levies by the amount of savings our budgets will realize, it should help offset some opponents arguments.

Reducing the FY16 budget one year from now by 7.07 mills or whatever the final figure is would be revenue neutral on our budget because our expenditures would reduce by $159,000 or more. Thus, the commitment to reducing the levy for at least one year does not really affect our budgets for FY16.

**RECOMMENDATION:** Staff is just looking for direction at this point to see if there is Mayor and City Council support to draft a Resolution which would agree to lowering our FY16 property tax mill levy by approximately 7.07 mills one year from now if the Special District passes. Many people who have worked on this issue for years feel such Resolutions by each city is vital for the ballot issue to pass. Please consider this information and we can discuss it further at the Monday, July 7th City Council meeting at which point we will ask for some direction on preparing a Resolution.

**This item is a legislative matter.**

COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

a) Emails from Bob Howard and Brad Cox regardig additional boat slips at the Marina at the Lodge at Whitefish Lake (p. 533)
b) Email from Gerda Reeb and petition from residents and property owners on Texas Avenue requesting the installation of sidewalks on Texas Avenue (p. 536)
c) Letter from Jan Metzmaker regarding questions about the sign ordinance (p. 565)
d) Letter from Rita Hanson regarding July 4th hazards at Fraser Avenue and Ramsey Avenue (p. 566)
e) Set date for another FY15 budget work session

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 16, 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, Senior Planner Compton-Ring, Planner II Minnich, Parks and Recreation Director Butts, Fire Marshall Page, and Police Chief Dial. Approximately 25 people were in the audience.

## 2) PLEDGE OF ALLEGIANCE

Mayor Muhlfeld asked Charlie Abell 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 0:47)

Don Kaltschmidt, 230 JP Road, spoke in favor of using Tax Increment Funds (TIF) for the renovation project at Mountain Mall (Mall) for a ShopKo. He said it would be a good investment and show good will towards the Hwy 93 South business district. He said TIF had been spent wisely in the downtown improvements, and this would be a good start for improvements along Hwy 93 South.

Erica Wirtala, Government Affairs Director, Northwest Montana Association of Realtors, 110 Cooperative Way in Kalispell, spoke in favor of using TIF for the Mall renovation project. She had attended the four Chamber of Commerce Open Houses that were held in the first two weeks of June and heard about business issues in Whitefish. She felt that an updated façade at the mall will be a boon to that highway cooridor, to better attract shoppers and other businesses. The addition of a ShopKo will offer small household needs to shoppers.

Janet Collins lives at 7th and Karrow; and said it would be nice to have a ShopKo here and good to have the Mall updated. She said she agreed with the others who have spoken in support of it.

David Boye, 1040 E. 2nd Street, and a member of the Whitefish Chamber Board of Directors, thanked Coucilors Hildner, Sweeney and Frandsen and Mayor Muhlfeld for attending the Chamber's open houses. He said speaking for himself personally, he disagrees with those who say that adding a ShopKo would be adding another box store in town; because this will be a store in the Mall, which already exists. He said the renovation project will improve the Mall's appearance.

SueAnn Grogan, North Valley Food Bank, thanked the Council on their request of the street name change to June's Way. She gave an open invitation to the Grand Opening to be held on Monday, June 23rd from 4:30 to 6:30 p.m.

Mayre Flowers, Citizens for a Better Flathead, 35 4th Street West in Kalispell, thanked City Manager Stearns for emailing out the Agenda on Wednesdays before the meeting, giving early public notice of items on the agenda, and she appreciates the Planning Department's updates on the City website. She appreciated the community meeting with the BNSF on safety issues and asked if there was any followup or minutes of that meeting. She mentioned the gating of Mountainside Drive in Grouse Mountain Estates and hoped there would be a better way to address their problem. Mayre addressed the updated Hwy 93 West Corridor Plan and that it did not get proper public or steering committee review. The update is confusing and the consultants included several items that are not in the best interest of the community, she felt. More work sessions are needed and the process should slow down to address all the issues. Mayor Muhlfeld said he took notes at the Community/BNSF meeting and he would get those out for those who are interested.

Rhonda Fitzgerald, 412 Lupfer Avenue, said she wanted to give her compliments to the City for Rose Elliott's (Utility Services Supervisor) effort in fixing a problem she has had for sometime; Rose called her back with the answer and the resolution and she really appreciated it. Rhonda said she also had read the updated Hwy 93 W Corridor Plan, all 138 pages, and the strip sprawl it calls out for is not what the community wants. She said if the city is going to give out TIF to private businesses, she'd like some for exterior improvements on her business that is located in the Hwy 93 South Corridor.

**4) COMMUNICATIONS FROM VOLUNTEER BOARDS** (CD 18:30 )

Ron Brunk, 130 E. 4th Street, said he is the Park Board Vice-President and had a comment on the proposed FY15 Budget being discussed in a public hearing tonight. The Mayor asked him to reserve his comments for that agenda item.

Councilor Barberi reported from the last Tree Committee meeting; the committee is working with Parks and Recreation Director Butts and Engineer Hilding, and hoping to work with MDT to address street plants in Phase II of the Hwy 93 West project.

**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 20:20)

**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)**

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

**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)** (CD 20:40)

City Manager Stearns presented the proposed FY15 Preliminary Budget. In summary of his complete report in the packet, Manager Stearns said this budget does not propose an increase in the mill rate, but some information is still lacking; like the year-end cash balances that won't be posted until June 30th, and the mill value is not issued from the State until after the first of August. The preliminary budget projects a conservative growth in the city's mill value at 2%. Existing cash balances are being drawn down for equipment and infrastructure projects in many funds including the Fire Department, Water, Wastewater and Stormwater. The cash balances in the Police and Park funds are already quite low. The draw down on those cash balances are reflected in the overall spending which increased over last year; however it does include some projects that were planned for last year but didn't get done. Three new positions are included in the budget; a Human Resoucres Director, a new Police Officer (funded by a COPS grant and matching contribution by the School District #44 for three years, thereafter paid for by equal shares of the City's and the School's.), and a full-time GIS/IT person; all described in detail within the budget. The proposed budget totals $41,049,828 of transfers and expenditures for all funds as compared to $36,253,097 in FY 14, a 13.23% or $4,796,731 increase. Again, most of these increased expenditures are for spending down accumulated and saved cash balances for infrastructure project in the Resort Tax, Street, Stormwater, Water and Wastewater Funds. A pay increase for non-union employees is built-in at 3.8%, and the multi-year Collective Bargaining Agreements with three unions is matching but dependant upon our tax base growth. The City Council decides on any increases for the City Manager and Municipal Court Judge, and it has been determined for the City Attorney per a two-year contract from last year. The Montana Municipal Interlocal Authority (MMIA), our provider for insurance programs, is actually decreasing our medical insurance premiums this year by 0.7% and has no increases for vision or dental programs. Depending on the final outcome of the following budget work sessions held by the Council, there may be mill rate increases, and/or increases to the Parkland/Boulevard Maintenance Fee, the lighting districts and/or the Stormwater Maintenance Fee. The Council has already held two budget work sessions in May and June, and will have at least one more before the final adoption. 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 to adopt by state law. 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.

Mayor Muhlfeld opened the public hearing.

Ron Brunk, 130 E. 4th Street, said he is the Park Board Vice-President, and hoped that he could persuade the Council to add $35,000 back into the budget to finish the roof repair at the Ice Rink; the north half was repaired this last year. He said they are making good strides towards the rink being self-supporting. Just last week installation was completed on the new evaporating cooling system, a $100,000 value, all of which was paid by users. Also in those upgrade plans was a low e-ceiling, but that cannot be installed until the roof leaks are fixed. He said he is bringing forth a unanimous recommendation from the Park Board to include the roof repair in the new budget. He said there are a lot of other great things happening in Parks, but his purpose tonight was to request funds to repair the ice rink roof.

Rebecca Norton, 530 Scott Avenue, thanked City Manager Stearns for a good budget. She supported pay raises for employees. She would like a program created wherein the public could call a centralized

information number. She also said the City needed a neighborhood resource person to replace Dru Dennison who was so great to visit with the neighborhoods on issues and complaints. She said she had to call the Police last week when construction started up in her neighborhood at 5:45 a.m. She thanked the Council.

There being no further public comment, Mayor Muhlfeld closed the public hearing and turned it over to the Council for their consideration.

**Councilor Feury offered a motion, second by Council Hildner, to adopt the FY15 proposed budget as the FY15 Preliminary Budget and set a public hearing on August 18th on the final budget.**

Several of the Council, and the Mayor, thanked and complimented Manager Stearns on this proposed budget since he had to jump in late due to the absence of the Finance Director. Councilor Anderson agreed with his thanks, and said he thinks there will be discussions at the next workshops regarding reductions on the expenditure side as they work towards the final adoption.

**The motion passed unanimously.**

(CD 37:03)

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 (WLV-14-W10) (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) (WPUD 14-03) (p. 308)**

Planner II Minnich said items 6b and 6c are closely related and she would be combining the staff reports. The Lodge at Whitefish Lake (at 1380 Wisconsin Avenue) and the Averill Family Trust are proposing a major lakeshore variance to expand an existing public marina originally approved with a Planned Unit Development (PUD) in May 1990. The major variance request increases the number of slips from 85 to 103, extends the existing gangway an additional 19.46 feet, and increases the amount of constructed area below the high water mark to 12,381 square feet. The applicants recently purchased additional lakeshore frontage (87.34 feet) which increases their constructed area allowance (up to 1,047.94 square feet) and the number of slips (additional 9) permitted for a public marina. Planner Minnich reviewed the history of this project going back to the PUD approved in May, 1990, which was subject to a condition that the public marina not exceed 85 boat slips, of which 50% shall be used by homeowners, 25% for use by day/weekly rentals by resort guests (public lottery), and 25% for use as day/rental use. The original dock was approved in 1991, and in 2004 an after-the-fact permit was approved for the construction of Phase 2 of the marina, and additional 27-foot of gangway over what was originally approved in 1991, giving it a final length of 87 feet; and approval to construct the remaining 35 boat slips of Phase 3 of the marina. In that same action in 2004, a request for a variance for an extended gangway of an additional 20 feet out into the lake was denied. Finally, in 2006, a minor variance was granted for an 86th boat slip for the exclusive use for the City of Whitefish's Fire Rescue boat; with a clause that when the Fire Department no longer occupies that slip, the total marina reverts back to 85 slips. For a public marina and with the size of the property, they are allowed 11,283.84 square feet of constructed areal below the mean annual high water line. With 9 new boat slips; their total comes in at 11,268.10 square feet, but if they are allowed the extra gangway length of 19.46 feet, it increases the proposed

construction area to 12,381 square feet which is 1,097.16 square feet over the allowance. The 12,381 square feet is based on their original request to have 18 new boat slips, however both Staff and the Planning Board recommend a variance for only 9 new slips. At the Planning Board hearing on May 15, 2014, the applicant withdrew their request for 18 and reduced their request to only 9 new boat slips, bringing their total to 94 (95 with the Fire Rescue boat).

The Lakeshore Protection Committee met on April 9, 2014 and recommended approval of the full variance request (all 18 boat slips, the dock extension and allowable constructed area), with two additional conditions now included in the staff report as Conditions 11 & 12:

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.

The Planning Board held a public hearing on May 15, 2014 and voted to recommend approval of the additional 9 slips, the 19.46 feet of additional gangway, and the constructed area allowance subject to the twelve (12) conditions. Staff recommends the approval of the additional 9 slips based on lakeshore frontage with twelve (12) conditions as set out in the 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.

Council asked for some clarification regarding total gangway length into the lake, new dock configuration and water depth, and if docks are currently used according to the required allotments. Planner Minnich answered those questions and said the lodge reports their lottery annually and Exhibit 7 on page 277 of the packet shows the allotments are being used as required; 50% are As (homeowners), 25% are Bs (seasonal lottery) and 25% are Cs (daily use). She said their plans were that if they got an additional 18 – they would all be public; but with only the additional 9 they will be split up as the original 85 were (50%, 25%, and 25%).

Planner Minnich continued with her staff report – a request for a PUD to increase the number of marina boat slips from 85 to 95; amending Condition of Approval No. 17 to Ordinance No. 90-6 which approved the PUD in May 1990. The Lodge 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 zoning is in compliance with the Growth Policy which designates the area Resort Residential and Urban. Minnich explained that lakeshore protection standards may not be deviated from through a PUD overlay, however, the PUD as approved in May 1990 included specific conditions related to the associated marina; so this application is proposing to amend Conditions 17 and 18:

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.

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. The applicant is providing the following benefit: All of the 18 proposed boat slips will be for public use (14 for seasonal public lottery "B" and 4 for day use only "C"). This is where the two staff reports tie-in together with the same findings that the additional new land purchased by The Lodge increases their lakeshore allotments, as reported above. The PUD request was 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. At the Planning Board's May 15, 2014 meeting they voted to recommend approval of the PUD request subject to the original 35 conditions with the new Condition 17 as recommended by staff in the Staff Report; which reads:

"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)." Planner Minnich noted that if it was the Council's intent to allow 18 additional boat slips, they would need to include action striking Finding 13 in the Staff Report, found on packet page 348. Letters from the public have been included in the packet as well as distributed to Council tonight if they came in after the packet was printed.

Mayor Muhlfeld opened the public hearing.

Sean Averill, applicant, said when they got the extra land they planned to build 18 new boat slips to meet the outcry for more public use; but after the Planning Board hearing they have scaled that down to 9. He explained the layout according to copies that had been distributed to the Council, and said they needed to push the gangway out into the lake more to help with water quality; and to meet the four (4) feet of water depth for the majority of the slips. They submit their report of dock use each year after their annual lottery.

Bruce Tate, 1800 W. Lakeshore Drive, thanked Planner Minnich for her report and said he understands the additional 9 boat slips with the new and additional land, but he opposes the 9 over that for a total of 18. He also opposed the gangway extension; Monk's Bay is a medium size bay and the extension out into the lake impacts both the bay and the lake. He suggested reconfiguring the docks, relocating where certain types of boats were docked depending on the depth they needed.

Judy Pettinato, 440 Parkway Drive, said their family has had that home site since 1957. She thanked the Council for authorizing the new oil/water separator at City Beach to mitigate those problems at City Beach. She agreed with Bruce Tate that Monk's Bay is a medium size bay, access from homes along the shore is minimal because of the sandbar and rocks, and if the gangway extension is allowed it would be more to circumnavigate. Her dad was killed in a boating accident in the bay in 1970; for safety she asked that all owners on the lake should be treated fairly and the same.

Charlie Abell, 5 Woodland Place, said he has lived there for 48 years. He said in 1975 the State of Montana enacted regulations regarding Aquatic Ecosystem Protections, and gave the power to local governments to protect their natural waters; he said these waters are everybody's lakes – they aren't just commercial. He served on our local Whitefish Lake Protection Committee for the first nine years it existed. He noted that in Section 75-7-213, M.C.A., variances require an Environmental Impact Statement.

Koel Abell, 355 Lost Coon Trail, said he currently serves on the Whitefish Lake and Lakeshore Protection Committee. He said Whitefish Lake is one of this community's greatest asset, and The Lodge serves a useful service to this community; but he wonders if they will just keep buying more land and keep asking for more boat slips. He said residents along the lakeshore are allowed docks out to 60', up to 100' with a variance. The Lodge's docks already go out over 260 feet and now they want almost 20 feet more? He didn't think that extension would help water quality, he felt that would be more effectively addressed by the No Wake Zone requirement. He commended the Council and City Staff in their efforts to improve water quality by supporting study of the lake and work done by the Whitefish Lake Institute (WLI) and acting on those studies by installing the new oil/water separator at City Beach. He said Whitefish Lake is the City's drinking water source. WLI test results showed high gas content at both City Beach and at the Lodge; and the Lodge's marina is more privately owned than for public use. He couldn't see how the Council, after having just passed action to mitigate problems at City Beach, could support this request.

Dewey Hartman, 1320 Wisconsin Avenue, addressed the turbidity in the bay – it is a big problem in this very busy, congested area. He counted and totaled up 232 boat slips, 70 buoys, and a couple jet-skis, he

said that is a tremendous stress on the lake and fragile bays. He said we have to consider the future of the lake and he didn't feel that the want for additional boat slips could ever be attained to everybody's satisfaction. He felt the extended gangway impedes boat traffic and safety. He requested the Council consider the well-being of the lake; it is part of our history, part of our culture, and it needs to be considered in terms of the long term.

John Marshall, lives in Hot Springs now but lived in Whitefish from 1973 to 1979, and still visits with friends on the lake. He played a recording of loud music being played on the lake that can be heard from 11:00 p.m. into the wee hours of the morning. It is after curfew and he felt most of this comes from boats from the Averill's docks. He said the Averill's have a big investment on the lake but the Council must also consider and protect the individual families that have investments on the lake.

Marcia Sheffels, 450 Parkway Drive, gave her letter to the Council and read it. She opposed the proposal for three reasons. (1) Bigger is better is not always true. (2) Play by the rules – follow the regulations in place, for everyone; they are in place for a reason. (3) Safety first, it is being overlooked.

Rebecca Norton, 530 Scott Avenue, asked the Council not to do anything that jeopardizes the lake.

There being no further public comment, Mayor Muhlfeld closed the public hearing, and called for a 5 minute recess at 9:05 p.m.

(CD 1:49:03) When the Council reconvened, Mayor Muhlfeld asked Planner Minnich for a clarification of the variances required tonight in light of the reduced request for only 9 additional boat slips. Planner Minnich said if the variance for an extended gangway is approved, then the variance for the allowable constructed area would also have to be granted, but the 9 slips all by themselves do not require a variance, not even a minor variance. Mayor Muhlfeld turned the matter over to the Council for their consideration. Councilor Anderson asked for clarification for the criteria allowing 9 slips. Planner Minnich said the Lakeshore Regulations §13-3-1(L)(7)(g) provides that a public marina shall not exceed 1 boat slip per 10 linear feet of lakeshore frontage; and 9 equates to their now 940.32 feet of lakeshore frontage with their new land purchase. Councilor Feury requested clarification on Condition 18 of the original PUD that states: "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." He asked if that continues in perpetuity or only a condition at the time of the construction allowed by the original PUD, or is it something that is renewed anytime there is a change in the docks. Attorney VanBuskirk advised it is specific to the original PUD granted. Those conditions were prepared for the construction that was going on at that time, which is complete; and does not mean that any new construction would be granted the same condition of approval. Plus, the condition specifically reads "…reached <u>generally by a majority</u> of the slips." Councilor Feury said based on that he would offer a motion.

**Councilor Feury offered a motion, second by Council Hildner, to deny the portion of the variance requested to extend the existing gangway an additional 19.46 feet.** Councilor Feury spoke to his motion. He said Sean Averill had provided a photograph showing that an additional 20 feet of length doesn't push it out much more into the lake, but when you consider the overall length of something that is 380' wide – that is using up a lot of space, taking a lot of space away from usable water. He remembers that in 1990, upon the original approval of the project, one of the main concerns discussed was the overall size and mass of the project and he felt like that was one of the reasons it was limited at the time. More discussion among the Council followed. **The motion passed unanimously.**

**Councilor Sweeney offered a motion to 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. The motion died for a lack of a second.** Discussion followed on next steps; Planner Minnich explained that for the applicant to get a permit for the 9 new slips that are now allowed with their additional lakeshore footage, they will also have to receive an amendment to their 1990 PUD, amending the limit of the 85 slips.

**7) COMMUNICATIONS FROM PLANNING AND BUILDING DIRECTOR** (CD 2:07:46)

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

Planning & Building Director Taylor referred the Council to his staff report that includes outlines of action plans for proceeding on long range planning corridor plans for Highway 93 South and Wisconsin Avenue. The schedules and costs are estimates that can't be more specific until current major projects that are underway are completed and input from consultants is factored in. He said with his current level of staffing, only one major long range planning project can be done at a time. Regarding the public comments that the current Hwy 93 W Corridor Plan is not coming in as some expected; Director Taylor said it is still a work in progress, but it will be presented to the Planning Board in their next workshop just so the Board can be introduced to the process. He is working with the consultants on needed changes, and following a public hearing at the Planning Board level it will be coming to the Council in September.

Members of the Council offered their preferences on which corridor plan to proceed with, each plan got some support. Budgeting was discussed; Manager Stearns said each plan could probably be covered 50-50 between the General Fund and the TIF. Mayor Muhlfeld pointed out that any Downtown Master Plan changes pending in the current update should be in place before continuing additional corridor plans as there may be elements therein that will drive future projects. Council consensus was to review this again in September.

**8) COMMUNICATIONS FROM CITY MANAGER** (CD 2:24:00)

**a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 411)** – None.

**b) Other items arising between June 11th and June 16th**

Manager Stearns reported that he and Mayor Muhlfeld and Councilor Hildner went to Helena on June 12th for the Fish and Wildlife Commision final comment period and decision on the City's petition limiting the 3-mile stretch of the Whitefish River to manual powered craft and electric motors. The Commission tied 2-2 on the motion to approve the petition. Following that action the Commision considered a FWP Region 1 staff proposal for an alternative of a seasonal closure from July 5th through September 30th and some minor modifications to the no wake rule; which was approved 4-0. Now there will be a new public comment and process in the future on that proposal. Mayor Muhlfeld added that he heard from Commissioner Vermillion today who said the alternative proposal does not preclude the City's continuing efforts for the year-round closure as petitioned; that can be kept alive during the next public process. Councilor Hildner pointed out, to clarify possible misconceptions, that the City's petition does allow electric motors.

Manager Stearns said that Public Works Director Wilson would like an elected official to serve on the Selection Committee for Design Engineering of the 3rd Street Sewer and Street Reconstruction project, related to infrastructure at Block 46 for a Botique Hotel. Councilor Frandsen offered to serve on that committee and the rest of the Council agreed.

**c) Consideration of approving request from Whitefish Theatre Company (WTC) to proceed with an addition to the I.A. O'Shaughnessy Cultural Arts Center (p. 416)**

Manager Stearns said there are members from the Whitefish Theatre Company here in the audience tonight that could answer questions from Council if needed. Their request that is in the packet explains their renovation and expansion plans of the O'Shaughnessy Center (Center). They are requesting Council approval, that would be subject to ARC review, building plan review and approval of and payment for all necessary permits, for an addition to the northwest side of the Center. The lease that the WTC has with the City requires City approval of all expansion plans. The site plans start on page 420 of the packet.

**Councilor Anderson offered a motion, second by Councilor Frandsen, to 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 Hilder clarified some design details with Architect Ross Anderson who explained the elevations on packet page 421 are conceptual only; final design follows Council's approval of the concept.

**The motion passed unanimously.**

**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)**

Mountain Mall Manager Tom Kraus said he and the owners of the Mountain Mall have reworked their previous request in hopes to received $200,000 of Tax Increment Funds for the exterior façade renovation; their team reworked the plan, going through it piece by piece to scale down their request. Their brick façade has fallen into disrepair, has been described as "blighted" and fits the definition of blighted in the Montana Code Annotated. In an answer to a question from Council they reworked the plans, saving rather than replacing where they could, trying to save on materials and systems where they could; and between that and some kick-in from the owners, they think this reduced request will let them accomplish their goal. There still is the guarantee from the owner, the Carrington Company, that if the Tax Increment revenues do not equal the $200,000 by 2020, they will pay a check back to the City for the balance. Mr. Kraus said that it will also all be subject to the full execution of a lease agreement with the ShopKo Stores, subject to ARC Review, the bidding procees, and details worked out in a future development agreement. The Council conducted more discussion with Mr. Kraus regarding the project.

**Councilor Barberis offered a motion, second by Councilor Sweeney, to approve 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. The motion passed on a vote of four (4) to two (2), Councilors Anderson and Frandsen voting in the negative.**

**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)**

Manager Stearns said this was a standard INTERCAP (Board of Investments of the State of Montana, financing program) loan that is for short term financing with a current interest rate of 1.00% for the purchase

of a new Fire Engine/Pumper from General Fire Apparatus of Spokane, WA. In May, 2013, the Council awarded this purchase for up to $495,112. General Fire is applying discounts to our purchase price for letting them show the Fire pumper to other fire departments plus paying for the chassis at time of delivery to the pumper manufacturing plant, so the loan amount is set at $485,112. For the next ten years, each year's budget will include $50,000 to $55,000 to repay this loan; first payment will be due out of the FY15 budget.

**Councilor Feury offered a motion, second by Councilor Hildner, to 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). The motion passed unanimously.**

**9) COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS** (CD 2:47:47)

Councilor Hildner said he would continue to comment on the bridge monuments that are out of plumb until the problem is fixed. He said he hated to hear about the gates going up at Mountainside Drive (City Manager report, packet page 411) and wished an alternate solution could be found.

Councilor Frandsen said she attended all of the Chamber's neighborhood meetings; she thought they were good meetings, good discussions, and the attendees offered good suggestions. She attended the City/BNSF Public Open House on railroad safety and thought is was a good start on community emergency planning to be continued later this year.

Councilor Anderson congratulated local Youth Sports teams, they did well this past weekend.

Mayor Muhlfeld gave a status report on AIS after meeting with Fish, Wildlife & Parks in an effort to establish regulations regarding manadatory quartine, and establishing protocal in coordination with recommendations from the Whitefish Lake Institute. In followup after tonight's work session on commercial activities on Whitefish Lake, he asked Attorney VanBuskirk about the timeframe. Attorney VanBuskirk said at a minimum, ordinances take two readings and go into effect after the 2nd reading so that is a minimum of month and of half. The Mayor said even if they got it started at the first meeting in July, it takes us past the height of the summer season. He suggested it be revisted this fall so it would be ready to put in place before next season, it is a topic that needs more discussion. Councilor Frandsen said if done in the fall it will be right after the season and public input at that time will be relevant, plus the related business owners and operators would be available to be included in the discussions. Mayor Muhlfeld asked for clarification regarding a comment made during public comment tonight on whether or not the Hungry Horse News was our newspaper of legal record; Manager Stearns and Planner Minnich said no. Legal notices that go into the Whitefish Pilot are submitted to a person with an email address for the Hungry Horse News, but all the papers are owned by the same company; our legal notices go into the Whitefish Pilot. The Mayor commented that the open house on railroad safety was a good meeting and thanked Fire Marshal Page for attending and giving his input. He said he thought the Council should have a work session with the Police and Fire Deparments sometime to learn more about local emergency plans. The Mayor asked if the Ice Rink roof repair could be added back into the new budget and Manager Stearns said it certainly could be reconsidered during the next budget work session. Mayor Muhlfeld reminded everyone of the Open House regarding open space in Haskill Basin at the O'Shaughnessy Center Tuesday night, June 17th, and 7:00 p.m.

Chief Dial said the call for mutual aid from the 911 Dispatch Center last week when the fire broke out at the Fiber Board Plant showed how effective the Dispatch Center is; it worked perfectly regarding getting

the word out to emergency responders that showed up immediately on the scene. When it comes time to vote for its funding we need to highlight the effectivess of the Dispatch Center that day.

**10) ADJOURNMENT** (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority) (CD 2:57:50)

Mayor Muhlfeld adjourned the meeting at 10:20 p.m.

_____
Mayor John M. Muhlfeld

Attest:

_____
Necile Lorang, Whitefish City Clerk

Return to: Necile Lorang, City Clerk
City of Whitefish
PO Box 158
Whitefish, MT 59937-0158

**RESOLUTION NO. 14-__**

**A Resolution extending the corporate limits of the City of Whitefish, Montana, to annex within the boundaries of the City a certain tract of land known as 2405 Carver Bay Road, for which the owner has petitioned for and consented to annexation.**

WHEREAS, Charles E. Lyman has filed a Petition for Annexation with the City Clerk requesting annexation and waiving any right of protest to annexation as the sole owner of real property representing 50% or more of the total area to be annexed. Therefore, the City Council will consider this petition for annexation pursuant to the statutory Annexation by Petition method set forth in Title 7, Chapter 2, Part 46, Montana Code Annotated; and

WHEREAS, services to the annexed area will be provided according to the City of Whitefish Extension of Services Plan, adopted by the City Council by Resolution No. 09-04 on March 2, 2009, as required by and in conformity with §§7-2-4610 and 7-2-4732, MCA, available at the office of the City Clerk; and

WHEREAS, it is the considered and reasoned judgment of the City Council of the City of Whitefish that the City is able to provide municipal services to the area proposed for annexation. Further, it is hereby determined by the Whitefish City Council to be in the best interest of the City of Whitefish, and the inhabitants thereof, as well as the current and future inhabitants of the area to be annexed described herein, that the area be annexed into the City of Whitefish and it is hereby declared to be the intent of the City of Whitefish that the corporate boundaries of the City of Whitefish be extended to include the boundaries of the area described in the Petition for Annexation within the limits of the City of Whitefish.

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

Section 1: The corporate boundaries of the City of Whitefish be extended to annex the boundaries of the area herein described in the Petition for Annexation, according to the map or plat thereof, on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana, and legally described as:

> Lot 3 of AN AMENDED PLAT OF LOTS 19 AND 20 OF WHITEFISH LAKE SUMMER HOMES, according to the official plat thereof, filed in Official Records of Flathead County, Montana.

Section 2: The minutes of City Council of the City of Whitefish, Montana, incorporate this Resolution.

Section 3: The City Clerk is hereby instructed to certify a copy of this Resolution so entered upon the July 7, 2014 Minutes of the City Council. Further that this document shall be filed with the office of the Clerk and Recorder of Flathead County. Pursuant to §7-2-4607, MCA, this annexation shall be deemed complete effective from and after the date of the filing of said document with the Flathead County Clerk and Recorder.

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

Return to: Necile Lorang, City Clerk
City of Whitefish
PO Box 158
Whitefish, MT 59937-0158

PETITION
BEFORE THE CITY COUNCIL
OF THE
CITY OF WHITEFISH

## PETITION FOR ANNEXATION TO CITY

Dated this 23rd day of June, 2014.

The undersigned Property Owner hereby petitions the City Council of the City of Whitefish, pursuant to Section 7-2-4601(3)(a), MCA, requesting annexation of the following real property into the City of Whitefish and to remove the following real property from the Rural Fire District.

This petition is pursuant to the Contract Agreement for Annexation and City Water and/or Sanitary Sewer Service dated the 23 day of June 2014.

Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Whitefish Plan for Extension of Services applicable to such real property, and Petitioner is satisfied with such Plan.

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED: Lot 3 Amended Plat of Lots 19 & 20 Whitefish Summer Homes in the SE¼, SW¼ of Section 14, Township 31N Range 22

PROPERTY ADDRESS: 2405 ~~2005~~ Carver Bay Rd.

ZONED AS: ~~WRR~~ Change to R-1 WRR

Charles E Lyman
[Printed Name]

[Printed Name]

STATE OF Montana )
) :ss
County of Flathead )

On this 23rd day of June, 2014, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Charles E Lyman and _____, 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.

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

(SEAL)

Necile Lorang
Notary Public for the State of _____
Print or Type Name of Notary: _____
Residing at _____
My Commission expires: _____

NECILE LORANG NOTARIAL SEAL STATE OF MONTANA
NECILE LORANG
NOTARY PUBLIC for the
State of Montana
Residing at Whitefish, Montana
My Commission Expires
September 19, 2015

Return to: Necile Lorang, City Clerk
City of Whitefish
PO Box 158
Whitefish, MT 59937-0158

## CONTRACT AGREEMENT FOR ANNEXATION AND CITY WATER AND/OR SANITARY SEWER SERVICE

THIS AGREEMENT is entered into as of 23rd day of June, 2014, by and between the City of Whitefish, a municipal corporation ("CITY") as grantor of City water and/or sanitary sewer services, and Rebecca & Charles Lyman ("OWNER"), as grantee recipient(s) of City water and/or sanitary sewer services, whose mailing address is PO Box 1177 with respect to the following facts:

A. CITY owns and operates a municipal water and sanitary sewer system.

B. OWNER is the sole owner of the real property that is legally described below, or as fully disclosed and shown on Exhibit "A" attached and made a part of this Agreement ("OWNER'S REAL PROPERTY"): Lot 3 of Amended Plat of

LEGAL DESCRIPTION

Lots 19 & 20 Whitefish Lake Summer Homes in the SE 1/2 SW 1/4 of Section 14, Township 31N, Range 22W near Whitefish, Montana

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

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

E. The parties desire to enter into an Agreement pursuant to MCA §§ 7-13-4312 and 7-13-4314, for the CITY to furnish municipal water and/or sanitary sewer service at rates adopted in accordance with Montana State Law in return for OWNER'S agreement that OWNER'S REAL PROPERTY may be annexed to the corporate limits of the CITY at any time.

In consideration of the performance of the terms and conditions of this Agreement on the part of each party, and pursuant to MCA §§ 7-13-4312 and 7-13-4314, it is hereby

agreed as follows:

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

(2) **Municipal Water and/or Sanitary Sewer Connections**: Upon approval by the CITY Public Works Department of the design and construction of all the municipal water and/or sanitary sewer lines and other facilities necessary to serve OWNER'S REAL PROPERTY, and acceptance of all of such water and/or sewer facilities by the CITY, OWNER will be given permission to connect no more than one connection to the CITY'S municipal water and/or sanitary sewer system. Any additional water and/or sewer connections shall require a new application for service and approval obtained from the CITY Public Works Department.

Upon approval by the CITY Public Works Department, OWNER will be given permission to extend one water and sanitary sewer stubs from the municipal sanitary main to the property line of the property described herein. Any additional water and/or sanitary sewer stubs shall require a new application for CITY water and/or sanitary sewer service. Prior to connecting any residential or commercial building or any other structure to the water and/or sanitary sewer service stub-out(s), a request must be submitted to CITY for municipal water and/or sanitary sewer service describing the use of the building proposed to be connected. Any connections must comply with the Rules and Regulations for the City of Whitefish Water, Wastewater and Garbage Utility. The request is to be reviewed and approved by CITY prior to any connection of a residential or commercial building, or other structure. No residential or commercial building or any other structure shall be allowed to connect to the municipal water and/or sanitary sewer service extension unless approval has first been obtained from the CITY Public Works Department.

(3) **Transfer of Title**: Within thirty (30) days of the completion of the construction and CITY acceptance of the said water and/or sanitary sewer extension, OWNER hereby agrees to transfer, or cause to be transferred to CITY by appropriate documents any right, title and interest that OWNER may have in the municipal water and/or sanitary sewer lateral and main extensions to be built by OWNER to provide service to the herein described property.

OWNER agrees that the municipal water and/or sanitary sewer line extension to the property shall be constructed in a public right-of-way or on land either owned by OWNER or subject to an appropriate easement approved by CITY, granting OWNER, CITY, and their successors and assigns the right to construct, repair, and maintain the sanitary

sewer extension lines. If any portion of the lateral extension is constructed on land owned by OWNER at the time OWNER transfers their interest in the sanitary sewer extension line to the CITY, they shall also grant the CITY an appropriate easement for construction, repair, and maintenance of the municipal water and/or sanitary sewer extension lines. The CITY shall not be required to accept any previously constructed water or sewer lines unless they are properly located in the right-of-way or a valid easement.

(4) **Maintenance**: Upon completion and acceptance of construction and the approval of access to the municipal water and/or sanitary sewer lines constructed in easements, maintenance, and repair of the mains servicing OWNER'S REAL PROPERTY shall become and remain the responsibility of CITY. Maintenance and repair of the lateral service lines serving the OWNER'S REAL PROPERTY shall become and remain the responsibility of the OWNER.

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

(6) **Consent to Annexation**: OWNER acknowledges and agrees that the CITY is willing to provide municipal water and/or sanitary sewer services only if OWNER provides all of the promises and representations contained in this Agreement. Pursuant to MCA § 7-13-4314, the CITY requires that any person, firm, or corporation outside of the incorporated CITY limits is required, as a condition to initiate such service(s), to consent to and petition for annexation of the tract served by the CITY, and in consideration for the CITY'S agreement to provide municipal water and/or sanitary sewer service, OWNER agrees to consent to annexation under the following conditions and in the following manner:

a) OWNER hereby irrevocably consents to the annexation of OWNER'S REAL PROPERTY, and OWNER irrevocably waives any right of protest to any annexation proceedings initiated by the CITY. OWNER agrees that the CITY may initiate annexation of OWNER'S REAL PROPERTY, relying upon this consent and waiver of protest, at any time in the future, without limitation. OWNER acknowledges that, but for this waiver, OWNER would have a right to protest the annexation of OWNER'S REAL PROPERTY.

b) OWNER hereby petitions to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to MCA § 7-2-4601, et seq. OWNER agrees that the CITY may act on this petition at any time in the future, without limitation. OWNER furthermore expressly waives the provisions of MCA § 7-2-4608, which provides, in effect, that no property used for agricultural, mining, smelting, refining, transportation, or any industrial or manufacturing purposes or for any purpose incident thereto shall be annexed pursuant to the provisions of MCA § 7-2-4601, et seq.

c) OWNER hereby signs the petition requesting annexation attached to and made a part hereof under this Agreement for municipal water and/or sanitary sewer services at the time of signing this Agreement. Such Petition shall be filed with the City Clerk.

d) OWNER acknowledges and agrees that OWNER has had an opportunity to inspect the contents of the CITY'S Plan for Extension of Services, as adopted by the CITY, and which describes the manner in which CITY services may be extended to properties annexed by the CITY. OWNER acknowledges and agrees that OWNER is satisfied with the CITY'S Plan for Extension of Services, and that the CITY'S Plan for Extension of Services adequately provides for the extension of CITY services to OWNER'S REAL PROPERTY. OWNER hereby waives the right to object or otherwise challenge the CITY'S Plan for Extension of Services.

e) OWNER hereby irrevocably waives for all time the right to file an action in court to challenge, for any reason, the CITY'S annexation of OWNER'S REAL PROPERTY, whether such annexation occurs now or in the future.

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

g) OWNER agrees that if ever OWNER, their heirs, assigns, successors, purchasers, administrators, personal representatives or subsequent holders of title to OWNER'S REAL PROPERTY, breach, challenge, disregard, or otherwise violate any of the terms of this Agreement, the CITY may, after providing twenty (20) days written notice, terminate water and/or sanitary sewer services to OWNER'S REAL PROPERTY, in addition to any other remedies that the CITY may have.

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

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

(7) **Recording; Binding Effect**: OWNER agrees that this entire Agreement shall be recorded in the office of the Clerk and Recorder of Flathead County, and OWNER agrees that this Agreement shall run to, with, and be binding upon OWNER'S REAL PROPERTY and OWNER'S title to such real property, and shall be binding upon the OWNER'S heirs, assigns, successors, administrators, personal representatives and any and

all subsequent holders or owners of OWNER'S REAL PROPERTY.

(8) **Future Deeds**: Subsequent to this Agreement all deeds to parcels of land within the property subject to this Agreement granted by OWNER shall contain the following consent to annexation and waiver:

> The Owner hereby covenants and agrees that acceptance of this deed does constitute a waiver of the statutory right of protest against any annexation procedure initiated by the City of Whitefish with respect to the property described herein. Owner also agrees that acceptance of a deed constitutes an obligation on the part of Owner to initiate annexation procedures per the Petition to Annex on file at the City Clerk's Office.
>
> This consent to annexation and waiver shall run with the land and shall forever be binding upon the Owner, transferees, successors and assigns.

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

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

(10) **Entire Agreement**: This Agreement contains the entire agreement between the parties and any additional agreement hereafter made shall be ineffective to alter, change, modify or discharge it in whole or in part, unless such additional agreement is in writing and signed by the parties hereto.

(11) **Partial Invalidity**: Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

(12) **Necessary Acts**: Each party to this Agreement 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 Agreement.

**CITY OF WHITEFISH**

By: _____
Charles C. Stearns, City Manager

**OWNER(S)**

_____
*[Printed Name]*

_____
*[Printed Name]*

ATTEST:

Necile Lorang

Necile Lorang, City Clerk

STATE OF MONTANA )
) ss.
County of Flathead )

On this 23rd day of June, 2014, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared CHARLES C. STEARNS and NECILE LORANG, known to me to be the City Manager and City Clerk of 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, 2016

Vanice Woodbeck

Notary Public for the State of Montana

STATE OF MONTANA )
) ss.
County of Flathead )

On this 23rd day of June, 2014, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Charles E Lyman and _____, 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.

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

Necile Lorang

(SEAL)

Notary Public for the State of _____

_____

*[print or type name of Notary]*

Residing at _____

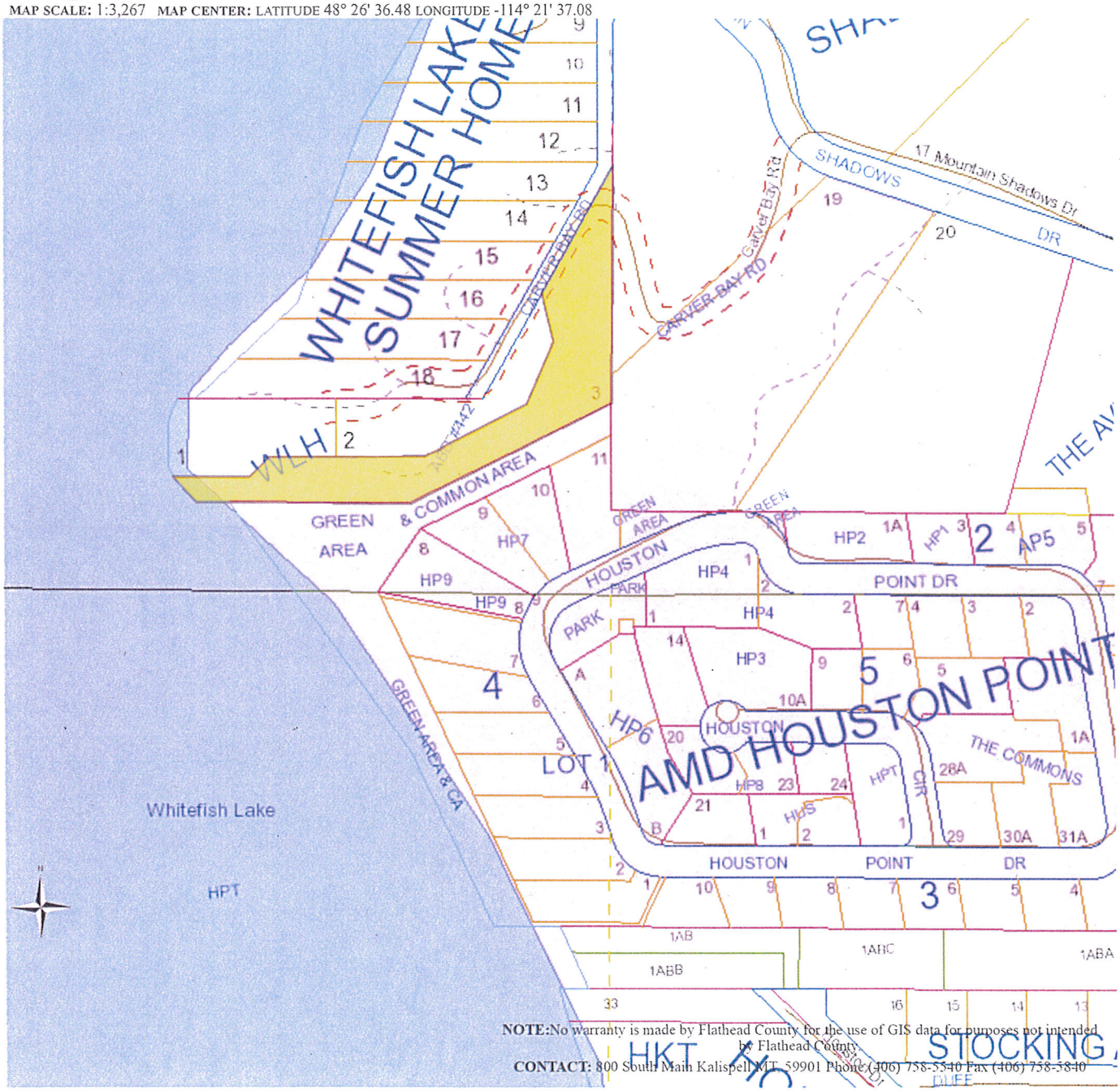
My Commission expires: _____

NECILE LORANG
NOTARY PUBLIC for the
State of Montana
Residing at Whitefish, Montana
My Commission Expires
September 19, 2015

# FLATHEAD COUNTY GIS

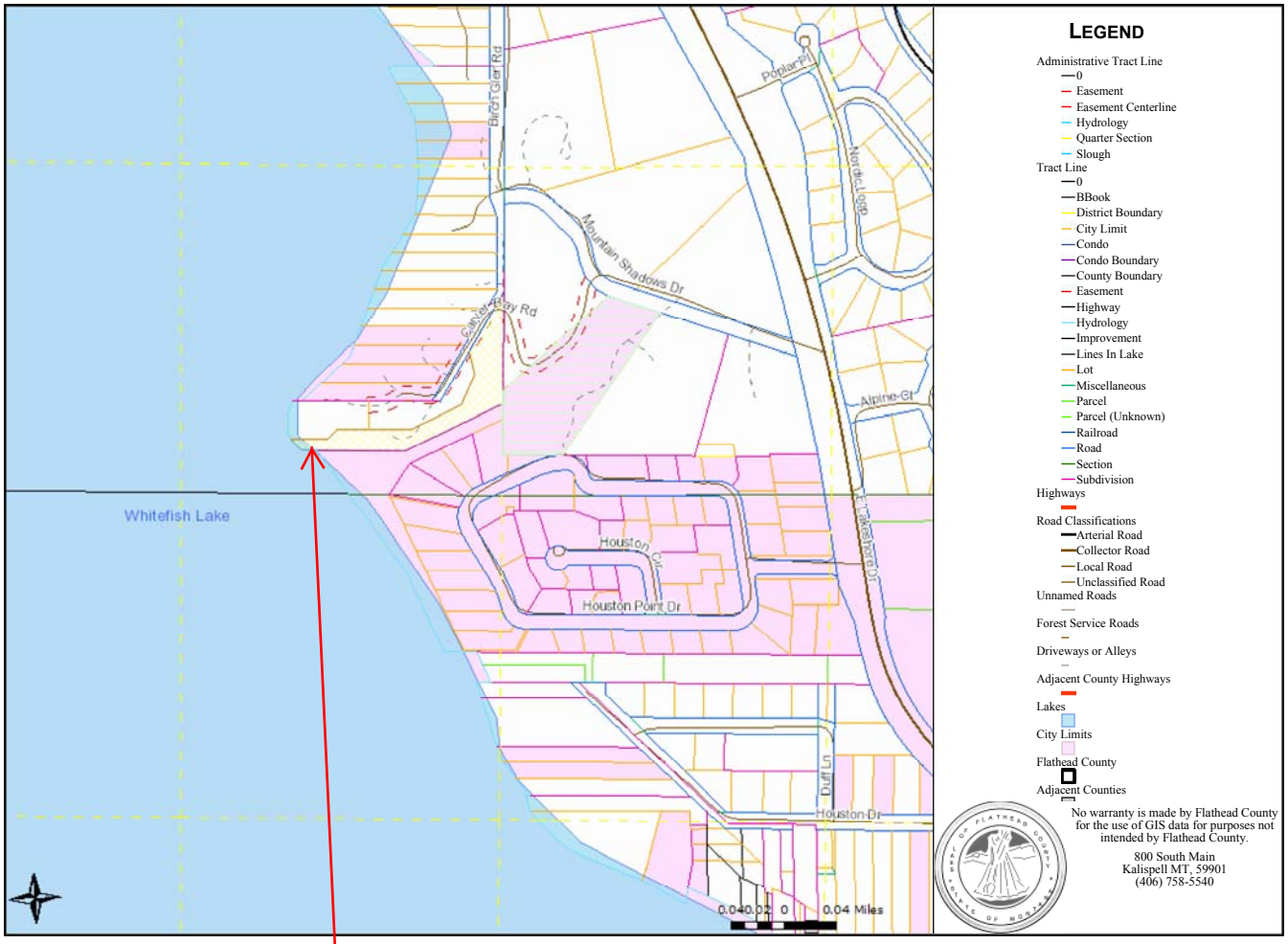
KALISPELL, MONTANA

MAP SCALE: 1:3,267 MAP CENTER: LATITUDE 48° 26' 36.48 LONGITUDE -114° 21' 37.08




NOTE: No warranty is made by Flathead County for the use of GIS data for purposes not intended by Flathead County.

CONTACT: 800 South Main Kalispell MT 59901 Phone (406) 758-5540 Fax (406) 758-5840




Lyman lot to be annexed in relation to other lots in City limits (in pink)

Return to: Necile Lorang, City Clerk
City of Whitefish
PO Box 158
Whitefish, MT 59937-0158

**RESOLUTION NO. 14-__**

**A Resolution extending the corporate limits of the City of Whitefish, Montana, to annex within the boundaries of the City a certain tract of land known as 1722 West Lakeshore Drive, for which the owners have petitioned for and consented to annexation.**

WHEREAS, Kimberly Garth Tymko and Trina Laree Tymko have filed a Petition for Annexation with the City Clerk requesting annexation and waiving any right of protest to annexation as the sole owners of real property representing 50% or more of the total area to be annexed. Therefore, the City Council will consider this petition for annexation pursuant to the statutory Annexation by Petition method set forth in Title 7, Chapter 2, Part 46, Montana Code Annotated; and

WHEREAS, services to the annexed area will be provided according to the City of Whitefish Extension of Services Plan, adopted by the City Council by Resolution No. 09-04 on March 2, 2009, as required by and in conformity with §§7-2-4610 and 7-2-4732, MCA, available at the office of the City Clerk; and

WHEREAS, it is the considered and reasoned judgment of the City Council of the City of Whitefish that the City is able to provide and has been providing municipal services to the area proposed for annexation. Further, it is hereby determined by the Whitefish City Council to be in the best interest of the City of Whitefish, and the inhabitants thereof, as well as the current and future inhabitants of the area to be annexed described herein, that the area be annexed into the City of Whitefish and it is hereby declared to be the intent of the City of Whitefish that the corporate boundaries of the City of Whitefish be extended to include the boundaries of the area described in the Petition for Annexation within the limits of the City of Whitefish.

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

Section 1: The corporate boundaries of the City of Whitefish be extended to annex the boundaries of the area herein described in the Petition for Annexation, according to the map or plat thereof, on file and of record in the Office of the Clerk and Recorder of Flathead County, Montana, and legally described as:

> Lot 18A of AN AMENDED PLAT OF LOTS 17 & 18, BLOCK 2, LAKE PARK ADDITION, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

Section 2: The minutes of City Council of the City of Whitefish, Montana, incorporate this Resolution.

Section 3: The City Clerk is hereby instructed to certify a copy of this Resolution so entered upon the July 7, 2014 Minutes of the City Council. Further that this document shall be filed with the office of the Clerk and Recorder of Flathead County. Pursuant to §7-2-4607, MCA, this annexation shall be deemed complete effective from and after the date of the filing of said document with the Flathead County Clerk and Recorder.

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

Return to: Necile Lorang, City Clerk
City of Whitefish
PO Box 158
Whitefish, MT 59937-0158

**PETITION**
**BEFORE THE CITY COUNCIL**
**OF THE**
**CITY OF WHITEFISH**

## PETITION FOR ANNEXATION TO CITY

Dated this 12 day of June, 2014.

The undersigned Property Owner hereby petitions the City Council of the City of Whitefish, pursuant to Section 7-2-4601(3)(a), MCA, requesting annexation of the following real property into the City of Whitefish and to remove the following real property from the Rural Fire District.

This petition is pursuant to the Contract Agreement for Annexation and City Water and/or Sanitary Sewer Service dated the 12 day of June, 2014.

Petitioner agrees that this annexation petition is irrevocable, and that the City may act on this petition, and actually accomplish the annexation of such real property, at any time in the future, without limitation. Petitioner has had an opportunity to review the City of Whitefish Plan for Extension of Services applicable to such real property, and Petitioner is satisfied with such Plan.

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

LOT 18A, Block, Lake Park Addition.
Govt. Lot 1, Section 26, T31N, R.22W, PM, M.
Flathead County, ~~MT~~ Montana

**PROPERTY ADDRESS:** 1722 ~~North~~ West, 0.2 Lakeshore Drive, Whitefish, MT

**ZONED AS:** County R-3

TRINA TYMKO [Printed Name]

KIM TYMKO [Printed Name]

~~STATE~~ PROVINCE OF ALBERTA, CANADA )
~~County~~ City of Lethbridge ) :ss

On this 12 day of June, 2014, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Trina Tymko and Kim Tymko, 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.

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

(SEAL)

Notary Public for the ~~State~~ PROVINCE of ALBERTA
Print or Type Name of Notary: JAMES R. FARRINGTON
Residing at LETHBRIDGE, AB, Canada
My Commission expires: Does Not Expire

JAMES R. FARRINGTON
A Notary Public in and for
the Province of Alberta.
My Appointment expires at
leave of Lt. Gov.

Return to: Necile Lorang, City Clerk
City of Whitefish
PO Box 158
Whitefish, MT 59937-0158

**CONTRACT AGREEMENT FOR ANNEXATION AND CITY WATER AND/OR SANITARY SEWER SERVICE**

THIS AGREEMENT is entered into as of 26th day of may, 2014, by and between the City of Whitefish, a municipal corporation ("CITY") as grantor of City water and/or sanitary sewer services, and Kimberly, Trina Tymko ("OWNER"), as grantee recipient(s) of City water and/or sanitary sewer services, whose mailing address is 2901-18 Ave So. Lethbridge AB T1K 7B3 with respect to the following facts:

A. CITY owns and operates a municipal water and sanitary sewer system.

B. OWNER is the sole owner of the real property that is legally described below, or as fully disclosed and shown on Exhibit "A" attached and made a part of this Agreement ("OWNER'S REAL PROPERTY"):

LEGAL DESCRIPTION

Lot 18A, Block, Lake Park Addition
Govt Lot 1, Section 26, T31N, R.22W, PMM
Flathead County, Montana
1722-W Lakeshore Dr. Whitefish, MT

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

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

E. The parties desire to enter into an Agreement pursuant to MCA §§ 7-13-4312 and 7-13-4314, for the CITY to furnish municipal water and/or sanitary sewer service at rates adopted in accordance with Montana State Law in return for OWNER'S agreement that OWNER'S REAL PROPERTY may be annexed to the corporate limits of the CITY at any time.

In consideration of the performance of the terms and conditions of this Agreement on the part of each party, and pursuant to MCA §§ 7-13-4312 and 7-13-4314, it is hereby

agreed as follows:

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

(2) **Municipal Water and/or Sanitary Sewer Connections**: Upon approval by the CITY Public Works Department of the design and construction of all the municipal water and/or sanitary sewer lines and other facilities necessary to serve OWNER'S REAL PROPERTY, and acceptance of all of such water and/or sewer facilities by the CITY, OWNER will be given permission to connect no more than one connection to the CITY'S municipal water and/or sanitary sewer system. Any additional water and/or sewer connections shall require a new application for service and approval obtained from the CITY Public Works Department.

Upon approval by the CITY Public Works Department, OWNER will be given permission to extend one water and sanitary sewer stubs from the municipal sanitary main to the property line of the property described herein. Any additional water and/or sanitary sewer stubs shall require a new application for CITY water and/or sanitary sewer service. Prior to connecting any residential or commercial building or any other structure to the water and/or sanitary sewer service stub-out(s), a request must be submitted to CITY for municipal water and/or sanitary sewer service describing the use of the building proposed to be connected. Any connections must comply with the Rules and Regulations for the City of Whitefish Water, Wastewater and Garbage Utility. The request is to be reviewed and approved by CITY prior to any connection of a residential or commercial building, or other structure. No residential or commercial building or any other structure shall be allowed to connect to the municipal water and/or sanitary sewer service extension unless approval has first been obtained from the CITY Public Works Department.

(3) **Transfer of Title**: Within thirty (30) days of the completion of the construction and CITY acceptance of the said water and/or sanitary sewer extension, OWNER hereby agrees to transfer, or cause to be transferred to CITY by appropriate documents any right, title and interest that OWNER may have in the municipal water and/or sanitary sewer lateral and main extensions to be built by OWNER to provide service to the herein described property.

OWNER agrees that the municipal water and/or sanitary sewer line extension to the property shall be constructed in a public right-of-way or on land either owned by OWNER or subject to an appropriate easement approved by CITY, granting OWNER, CITY, and their successors and assigns the right to construct, repair, and maintain the sanitary

sewer extension lines. If any portion of the lateral extension is constructed on land owned by OWNER at the time OWNER transfers their interest in the sanitary sewer extension line to the CITY, they shall also grant the CITY an appropriate easement for construction, repair, and maintenance of the municipal water and/or sanitary sewer extension lines. The CITY shall not be required to accept any previously constructed water or sewer lines unless they are properly located in the right-of-way or a valid easement.

**(4)** **Maintenance**: Upon completion and acceptance of construction and the approval of access to the municipal water and/or sanitary sewer lines constructed in easements, maintenance, and repair of the mains servicing OWNER'S REAL PROPERTY shall become and remain the responsibility of CITY. Maintenance and repair of the lateral service lines serving the OWNER'S REAL PROPERTY shall become and remain the responsibility of the OWNER.

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

**(6)** **Consent to Annexation**: OWNER acknowledges and agrees that the CITY is willing to provide municipal water and/or sanitary sewer services only if OWNER provides all of the promises and representations contained in this Agreement. Pursuant to MCA § 7-13-4314, the CITY requires that any person, firm, or corporation outside of the incorporated CITY limits is required, as a condition to initiate such service(s), to consent to and petition for annexation of the tract served by the CITY, and in consideration for the CITY'S agreement to provide municipal water and/or sanitary sewer service, OWNER agrees to consent to annexation under the following conditions and in the following manner:

a) OWNER hereby irrevocably consents to the annexation of OWNER'S REAL PROPERTY, and OWNER irrevocably waives any right of protest to any annexation proceedings initiated by the CITY. OWNER agrees that the CITY may initiate annexation of OWNER'S REAL PROPERTY, relying upon this consent and waiver of protest, at any time in the future, without limitation. OWNER acknowledges that, but for this waiver, OWNER would have a right to protest the annexation of OWNER'S REAL PROPERTY.

b) OWNER hereby petitions to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to MCA § 7-2-4601, et seq. OWNER agrees that the CITY may act on this petition at any time in the future, without limitation. OWNER furthermore expressly waives the provisions of MCA § 7-2-4608, which provides, in effect, that no property used for agricultural, mining, smelting, refining, transportation, or any industrial or manufacturing purposes or for any purpose incident thereto shall be annexed pursuant to the provisions of MCA § 7-2-4601, et seq.

c) OWNER hereby signs the petition requesting annexation attached to and made a part hereof under this Agreement for municipal water and/or sanitary sewer services at the time of signing this Agreement. Such Petition shall be filed with the City Clerk.

d) OWNER acknowledges and agrees that OWNER has had an opportunity to inspect the contents of the CITY'S Plan for Extension of Services, as adopted by the CITY, and which describes the manner in which CITY services may be extended to properties annexed by the CITY. OWNER acknowledges and agrees that OWNER is satisfied with the CITY'S Plan for Extension of Services, and that the CITY'S Plan for Extension of Services adequately provides for the extension of CITY services to OWNER'S REAL PROPERTY. OWNER hereby waives the right to object or otherwise challenge the CITY'S Plan for Extension of Services.

e) OWNER hereby irrevocably waives for all time the right to file an action in court to challenge, for any reason, the CITY'S annexation of OWNER'S REAL PROPERTY, whether such annexation occurs now or in the future.

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

g) OWNER agrees that if ever OWNER, their heirs, assigns, successors, purchasers, administrators, personal representatives or subsequent holders of title to OWNER'S REAL PROPERTY, breach, challenge, disregard, or otherwise violate any of the terms of this Agreement, the CITY may, after providing twenty (20) days written notice, terminate water and/or sanitary sewer services to OWNER'S REAL PROPERTY, in addition to any other remedies that the CITY may have.

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

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

(7) **Recording; Binding Effect**: OWNER agrees that this entire Agreement shall be recorded in the office of the Clerk and Recorder of Flathead County, and OWNER agrees that this Agreement shall run to, with, and be binding upon OWNER'S REAL PROPERTY and OWNER'S title to such real property, and shall be binding upon the OWNER'S heirs, assigns, successors, administrators, personal representatives and any and

all subsequent holders or owners of OWNER'S REAL PROPERTY.

**(8)** **Future Deeds**: Subsequent to this Agreement all deeds to parcels of land within the property subject to this Agreement granted by OWNER shall contain the following consent to annexation and waiver:

> The Owner hereby covenants and agrees that acceptance of this deed does constitute a waiver of the statutory right of protest against any annexation procedure initiated by the City of Whitefish with respect to the property described herein. Owner also agrees that acceptance of a deed constitutes an obligation on the part of Owner to initiate annexation procedures per the Petition to Annex on file at the City Clerk's Office.
>
> This consent to annexation and waiver shall run with the land and shall forever be binding upon the Owner, transferees, successors and assigns.

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

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

**(10)** **Entire Agreement**: This Agreement contains the entire agreement between the parties and any additional agreement hereafter made shall be ineffective to alter, change, modify or discharge it in whole or in part, unless such additional agreement is in writing and signed by the parties hereto.

**(11)** **Partial Invalidity**: Each term, covenant, condition or provision of this Agreement shall be viewed as separate and distinct, and in the event that any such term, covenant, condition or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

**(12)** **Necessary Acts**: Each party to this Agreement 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 Agreement.

**CITY OF WHITEFISH**

By: Charles C. Stearns
Charles C. Stearns, City Manager

**OWNER(S)**

Kim Tymko
Kim Tymko
*[Printed Name]*

Trina Tymko
*[Printed Name]*

ATTEST:

Necile Lorang

Necile Lorang, City Clerk

STATE OF MONTANA )
) ss.
County of Flathead )

On this 16 day of June, 2014, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared CHARLES C. STEARNS and NECILE LORANG, known to me to be the City Manager and City Clerk of 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, 2016

Vanice Woodbeck

Notary Public for the State of Montana

~~STATE OF MONTANA~~ PROVINCE ALBERTA, CANADA )
~~County of Flathead~~ City Lethbridge ) ss.
)

On this 12th day of June, 2014, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Kim Tymko and Trina Tymko, 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.

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

(SEAL)
JAMES R. FARRINGTON
A Notary Public in and for
the Province of Alberta.
My Appointment expires at
leave of Lt. Gov.

Notary Public for the ~~State~~ Province of Alberta, Canada

James R. Farrington
[print or type name of Notary]

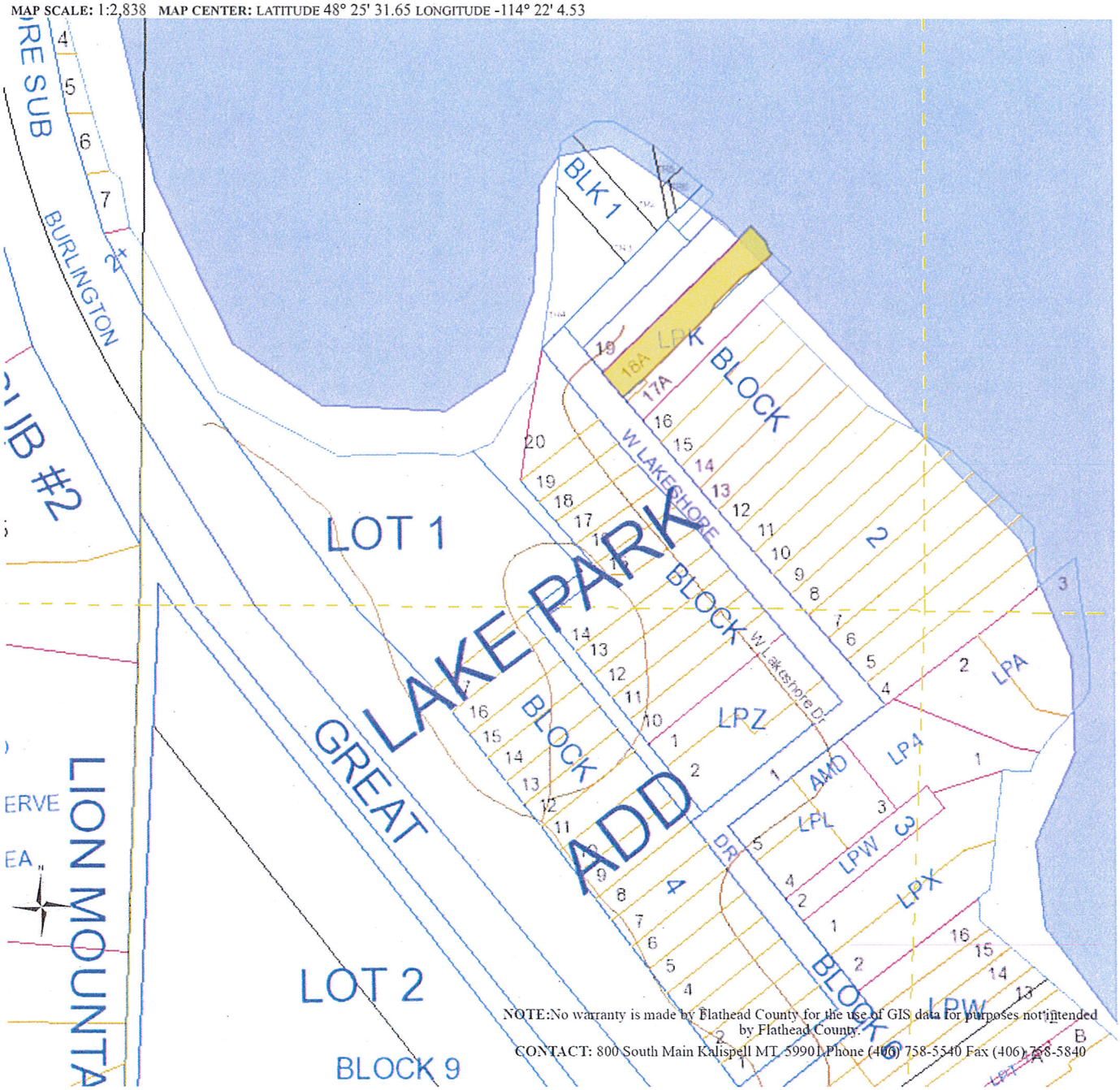
Residing at Lethbridge, Alberta

My Commission expires: DOES NOT EXPIRE

# FLATHEAD COUNTY GIS

KALISPELL, MONTANA

MAP SCALE: 1:2,838 MAP CENTER: LATITUDE 48° 25' 31.65 LONGITUDE -114° 22' 4.53

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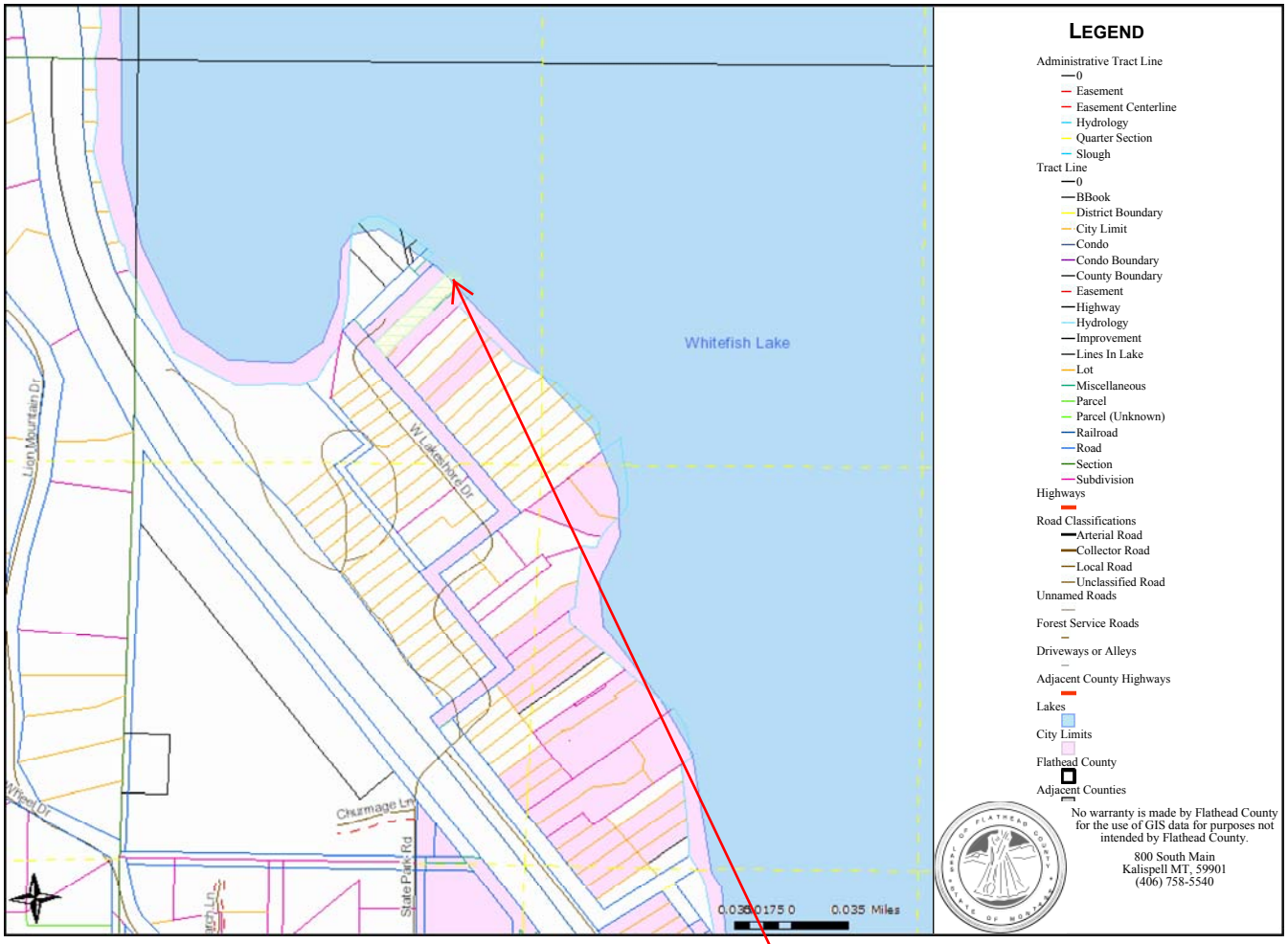
CONTACT: 800 South Main Kalispell MT 59901 Phone (406) 758-5540 Fax (406) 758-5840




Tymko lot to be annexed in relation to other lots in City limits (in pink)

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

July 1, 2014

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

Re: Final Plat for Orchard Lane 3; WFP 14-03

Honorable Mayor and Council Members:

This office is in receipt of a final plat application from Bevill Ltd Partnership. This is a 4-lot subdivision located at 467 Colorado Avenue. The property is zoned WR-2 (Two-Family Residential District). Preliminary plat approval was granted by the City Council on February 3, 2014, subject to thirteen conditions.

The applicant is providing a Subdivision Improvements Agreement (SIA) in the amount of $20,000.00 for outstanding items still under construction. Public Works has reviewed the SIA and agrees with the figures. To approve the subdivision, the Council would also have to consent to the SIA. 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 road shall be paved prior to final plat. All driveways are required to be paved. (Whitefish Zoning Regulations, §11-6-3-1D; Staff Report, Findings 1 and 4)

- Condition met. The applicant is proposing to enter into a Subdivision Improvement agreement for the paving of the private road, stormwater installation and water and sewer service lines. Public Works concurs with the estimate.

**Condition 3.** The access and utility easement shall be amended for access to the two western lots. (Whitefish Subdivision Regulations, §12-4-14, Staff Report Finding 1)

- Condition met. See notes on final plat.

**Condition 4.** The applicant shall submit a site specific drainage plan that shows how runoff water from the impervious surfaces will be retained on site. (Engineering Standards, Chapter 5; Staff Report, Finding 3)

- Condition met. See attached approval letter from the Public Works Department.

**Condition 5.** 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. (Whitefish Subdivision Regulations, §12-4-30)

- Condition met. See Subdivision Improvement Agreement.

**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 met.

**Condition 7.** Cash in lieu of parkland dedication shall be paid at the time of final plat. The fee shall be $6,550.00. (Subdivision Regulations §12-4-11, Finding 4)

- Condition met. See attached copy of check for $6,550.00.

**Condition 8.** The emergency access shall be approved by the Fire Marshal prior to final plat. The required emergency access, including the 't' turn around, shall be identified on the plat, signed for 'no parking' and kept clear at all times. (Subdivision Regulations, §12-4-20, UFC, Findings 1, 4)

- Condition met. Attached please find the email from the Whitefish Fire Marshal.

**Condition 9.** The western lots shall be addressed 467 and 469 Colorado Avenue and the eastern lots shall be addressed 739A and 739B Aspen Grove Street.

- Condition met. The addresses are located on the final plat.

**Condition 10.** Signage on Colorado Avenue identifying the addresses of the units off the easement shall be installed. The sign and its installation shall be approved by the Whitefish Fire and Public Works Departments. (Subdivision Regulations, §12-4-20, UFC, Finding 1)

- Condition met. The approved sign has been installed.

**Condition 11.** 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. Garbage shall be stored in a secure location under the day of pick up or in a bear proof container pursuant to §4-5-4A.

c. All noxious weeds, as described by the Whitefish City Code, shall be removed throughout the life of the development by the recorded property owner. (Subdivision Regulations, Appendix D)

- Condition met. See notes on face of plat.

**Condition 12.** A Road Owners' Agreement, signed by all users and recorded with the Flathead County Clerk and Recorders Office, indicating all owners shall be responsible for the long-term maintenance of the shared private driveway including snow removal. (Staff Report, Findings 1, 3)

- Condition met. See the attached agreement that will be filed with the plat.

**Condition 13.** The preliminary plat is valid for a period of three years from the date of approval. (Whitefish Subdivision Regulations, §12-3-8)

- Condition met. The preliminary plat was approved by the Whitefish City Council on February 3, 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 6-9-14)
Letter – applicant (6-6-14)
Treasurer's Certification (6-4-14)
Letter – DEQ, EQ#14-2103 (6-3-14)
Subdivision Guarantee, First American Title Company, No. 5010500-502379-CT (5-20-14)
Amended CC&Rs to include new lots
Subdivision Improvement Agreement (6-6-14)
Engineer's Estimate (6-2-14)

Letter, Whitefish Public Works Department, Karin Hilding, 5-15-14
Email, Whitefish Fire Marshal Joe Page, 5-17-14
Receipt for cash in lieu of parkland dedication

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

c/wo/att: Bevill Ltd Partnership PO Box 4713 Whitefish, MT 59937

File #: WFD14-03
Date: _____
Intake Staff: _____
Date Complete: _____

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

# FINAL PLAT APPLICATION

FEE ATTACHED $ 1656.00
(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.**

| Not Applicable | Attached | (MUST CHECK ONE) |
|---|---|---|
| | 1 | 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. |
| | 2 | Montana DEQ Health Department Certification (*Original*) |
| | 3 | Title Report, not more than 90 days old |
| | 4 | Tax Certification (*Property taxes must be paid*) |
| NA | ___ | Consent(s) to Plat (*Originals and notarized*) |
| ___ | 5 | Engineer's Certification (*Original*) |
| ___ | 6 | Subdivision Improvements Agreement (*Attach collateral*)<br>Engineering Improvements (*sidewalks, walkways, street lights, street signs, solid waste facilities, utilities*) |
| ___ | ___ | Landscaping Improvements (*landscaping, street trees, parkland improvements – trails, park facilities,* ) |
| ___ | 7 | Parkland Cash-in-Lieu (*Check attached payable to City of Whitefish*) |
| ___ | 8 | Maintenance Agreement (*as applicable: stormwater facility, private roads, parks, etc*) |

FOR DEPOSIT ONLY
GLACIER BANK OF WHITEFISH, CIT
Y OF WHITEFISH
WFR 14-03 1656.00
06/19/2014 10:12:14 AM

06-09-14P04:33 RCVD

___ (9) Articles of Incorporation and Conditions, Covenants & Restrictions

a & b

NA ___ Approach Permit (*when applicable)*

(10) **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: Orchard Lane III

Date of Preliminary Plat Approval: February 3, 2014

**OWNER(S) OF RECORD:**
Name: Bevill Limited Partnership Phone: 406-862-7071
Mailing Address: P.O. Box 4713
City, State, Zip: Whitefish, MT 59937
Email: cristya@izettconsulting.com

**APPLICANT (if different than above):**
Name: Doug Simonson - Bevill Limited Partnership Phone: 406-212-6470
Mailing Address: P.O. Box 4713
City, State, Zip: Whitefish, MT 59937
Email: djsimonson@gmail.com

**TECHNICAL/PROFESSIONAL:**
Name: Paul Wells - WMW Engineering Phone: 406-862-7826
Mailing Address: 50 West Second Street
City, State, Zip: Whitefish, MT 59937
Email: paul@wmweng.com
Name: Craig Wickham - F and H Survey Phone: 406-862-7826
Mailing Address: 144 Second Street East
City, State, Zip: Whitefish, MT 59937
Email: craigw@fandhsurveying.com

**PROJECT DESCRIPTION:**
Type of Subdivision: Residential [✓] Industrial [ ] Commercial [ ] PUD [ ] Other [ ]
Total Number of Lots in Subdivision Four (4) Land in Project (acres) .821 Acres
Parkland (acres) 0.12 acres Cash-in-Lieu $6,550.00 Exempt [ ]

**NUMBER OF LOTS BY TYPE:**
Single Family: 4 Townhouse: ____ Mobile Home Park: ____ Duplex: ____ Apartment: ____
Recreational Vehicle Park: ____ Commercial: ____ Industrial: ____ Planned Unit Development: ____
Condominium: ____ Multi-Family: ____ Other: ____

Legal Description of the Property:
Tract 2, Amended Plat of a portion of Lot 6, Block 5 Whitefish Townsite Company's Five Acre Tracts

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 Signature — Date: June 4, 14

Bevill Limited Partnership

Print Name

Applicant's Signature — Date: June 6, 2014

Doug Simonson - Bevill Limited F

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

**BEVILL LIMITED PARTNERSHIP**
**Post Office Box 4713 • Whitefish, Montana 59937**
**406-249-7079 v • 406-862-4055 f**

June 6, 2014

City of Whitefish
City Council
Whitefish, MT 59937

Re: Orchard Lane 3, Final Plat Application

To Whom it May Concern:

Attached is our application for Final Plat approval on Orchard Lane 3. The thirteen Conditions of Approval, specified by the Whitefish City Council on February 3, 2014 are addressed as follows:

1) The development of the subdivision is in substancial conformance with the approved preliminary plat, as evidenced by the proposed final plat, attached to the Final Plat Application.

2) The paving of the private road is covered by a cash-in-lieu-of-bond for Common Paved Drive, in the amount of $10,625.00 (attached to the Subdivision Improvements Agreement).

3) The Access and Utility Easement (**attached**) has been amended to add the two western lots (467 and 469 Colorado Avenue), and will be recorded upon approval.

4) The site specific drainage plan by WMW Engineering has been approved Karin Hilding in her letter dated May 15, 2014 (**both attached**).

5) Any areas disturbed by the utility construction will be re-seeded as part of the subdivision drainage plan and is covered by the cash-in-lieu-of-bond for Common Paved Drive (see item 2, above.)

6) The placement of two additional mail boxes has been approved by the Post Master and will be installed according to postal specifications (6" from front of curb and 44"-50" from street level to bottom of boxes) by June 30, 2014.

7) Cash-in-lieu-of-parkland-dedication has been paid in the amount of $6,550.00 (check #1264, dated 4/27/2014) and is attached to Final Plat Application.

8) The emergency access, including the "t" turn around, has been approved by Fire Marshall, Joe Page (**email dated June 5, 2014, attached**), after on-site inspection, and is shown on the final plat. Signage for 'no parking' is included in the cash-in-lieu-of-bond for Common Paved Drive (see item 2, above

9) The western lots have been addressed as 467 and 469 Colorado Avenue, and the eastern lots have been addressed as 739A and 739B Aspen Grove Street.

10) Signage on Colorado Avenue identifiying the addresses has been approved and installed.

11) Notes a), b), and c) referred to in this item are placed on the final plat. In addition, the following note has been placed on the final plat per Karin Hilding's letter to Paul Wells dated May 15, 2014: "This property's landscaping has been designed specifically to allow for infiltration of runoff from the roof and driveway. Each property owner is responsible for maintaining the drainage system located on their property."

12) The recorded Declaration of Covenants, Conditions, and Restrictions, along with the Amendment to Declaration of Covenants, Conditions, and Restrictions (which adds Lots 1 and 2), provide that the Owners' Association is responsible for snow-plowing and has a plan for maintenance (see CC&Rs attached to Final Plat Application.), fully satisfies this requirement.

13) We are within the valid period of the preliminary plat approval.

Sincerely,

BEVILL LIMITED PARTNERSHIP

J. Richard Bevill

Attachments (4)

Plat Room
Flathead County, Montana
800 S. Main St.
Kalispell, MT 59901
(406) 758-5510

This Form is for Subdivisions Only

BY: F & H

FOR: BEVILL

DATE: 5/21/14

DESCP: ORCHARD LANE 3
(L2 of Amd Ptn L6 B5 WTC5AT in 25-31-22)

PURPOSE: SUB

| YEARS | ASSESSOR # |
|---|---|
| 2010 THRU 2013 | 0375500 |

I hereby certify that there are no outstanding taxes on the property assigned the assessor numbers listed above, for the years indicated for each assessor number.

JUN 0 4 2014

Jody Workman
Deputy Treasurer
(seal)

FLATHEAD COUNTY TREASURER
KALISPELL, MONTANA

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

June 3, 2014

Paul L Wells
WMW Engineering
50 West Second Street
Whitefish MT 59937

RE: Orchard Lane 3 Subdivision
Municipal Facilities Exclusion
EQ#14-2103
City of Whitefish
Flathead County

Dear Mr Wells;

This is to certify that the information and fees received by the Department of Environmental Quality relating to this subdivision are in compliance with 76-4-127, MCA and ARM 17.36.602. Under 76-4-125(2)(d), MCA, this subdivision is not subject to review, and the plat can be filed with the county clerk and recorder.

Plans and specifications must be submitted when extensions of municipal facilities for the supply of water or disposal of sewage are proposed {76-4-111 (3), MCA}. Construction of water or sewer extensions prior to DEQ, Public Water Supply Section's approval is prohibited, and is subject to penalty as prescribed in Title 75, Chapter 6 and Title 76, Chapter 4.

Sincerely,

Janet Skaarland

Janet Skaarland
Compliance Specialist
Subdivision Section
(406) 444-1801 – email jskaarland@mt.gov

cc: City Engineer
County Sanitarian
file

| | |
|---|---|
| First American Title<br><br>**Guarantee** | **Guarantee Face Page**<br>ISSUED BY<br>**First American Title Insurance Company**<br>GUARANTEE NUMBER<br>**5010500-502379-CT** |

First American Title Insurance Company

Dennis J. Gilmore
President

Timothy Kemp
Secretary

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

## GUARANTEE CONDITIONS AND STIPULATIONS

**1. DEFINITION OF TERMS.**

The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.

**2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

**3. NO DUTY TO DEFEND OR PROSECUTE.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

**4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. PROOF OF LOSS OR DAMAGE.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

**7. DETERMINATION AND EXTENT OF LIABILITY.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

Exclusions From Coverage of This Guarantee.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. ARBITRATION.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

**13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

| First American Title | Subdivision Guarantee<br>ISSUED BY<br>**First American Title Insurance Company** |
|---|---|
| **Guarantee** | GUARANTEE NUMBER<br>**5010500-502379-CT** |

Subdivision or Proposed Subdivision: Orchard Lane 3

Order No.: 502379-CT

Reference No.: Fee: $150.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Bevill Limited Partnership

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH FLATHEAD COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding $5,000.00.

THAT according to those public records which, under the recording laws of the State of Montana, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

**TRACT 2 OF AMENDED PLAT OF A PORTION OF LOT 6, BLOCK 5 WHITEFISH TOWNSITE COMPANY'S FIVE ACRE TRACTS, A MAP OR PLAT OF WHICH IS ON FILE WITH THE CLERK AND RECORDER'S OFFICE, FLATHEAD COUNTY, MONTANA.**

**TO BE KNOWN AS ORCHARD LANE 3.**

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Flathead County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Bevill Limited Partnership

(B) Parties holding liens or encumbrances on the title to said lands are:

1. 2014 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

   General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

| Year | 1st Half | 2nd Half | Parcel Number |
|---|---|---|---|
| 2013 | $1818.57 Paid | $1818.51 Paid | 74-0375500 |

2. Notice of the Right to Claim a Lien by Simco Electric recorded November 14, 2013 as Instrument No. 20013-00029081.

3. Notice of Right to Claim a Lien by Sliters Ace Lumber and Building Supply recorded January 15, 2014 as Instrument No. 2014-00000959.

4. Notice of Right to Claim a Lien by Big Mountain Glass & Windows recorded May 19, 2014 as Instrument No. 2014-00008459.

(C) Easements, claims of easements and restriction agreements of record are:

5. 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 as depicted on County Surveyor's maps on file in the office of the County Surveyor of Flathead County.

6. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. 5053, but deleting any covenant, condition 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 restriction violate 42 USC 3604 (c).

7. Terms and conditions in Easement Agreement recorded December 8, 2006 as Instrument No. 2006-342-08024.

8. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed on the recorded plat of said subdivision, AMENDED PLAT OF A PORTION OF LOT 6, BLOCK 5 WHITEFISH TOWNSITE COMPANY'S FIVE ACRE TRACTS, but deleting any covenant, condition 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).

9. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services recorded July 16, 2012 as Instrument No. 2012-00015580.

10. Terms and conditions in Utility Extension Agreement recorded December 2, 2013 as Instrument No. 2013-00030230.

11. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed on the UNRECORDED plat of said subdivision, ORCHARD LANE 3, but deleting any covenant, condition 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).

12. Terms, conditions and restrictions contained in Certificate of Plat Approval from the City of Whitefish, MT.

Date of Guarantee: May 20, 2014 at 7:30 A.M.

**First American Title Company**

By:

Authorized Countersignature

First American

# Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

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### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

## ARTICLE VI
## UTILITIES

1. Rights and Duties of Owners. The rights and duties of the Lot Owners regarding sanitary sewer, water, electricity, gas, telephone lines and facilities shall be governed as follows:

a. Easement. Wherever sanitary sewer or water connections or electricity, gas, telephone or other similar lines or pipes are installed upon the Property, which connections, lines, or pipes, or any portion thereof lie in, over or under Lots owned by other than an Owner of the Lot served by said connections, lines or pipes, the Owners of the Lot served shall have the right , and are hereby granted an easement to the extent necessary therefor, at reasonable hours, to enter upon the Lot within the property in or upon which said connections, lines or pipes, or any portion thereof, lie, in order to repair, replace and generally maintain said connections, lines and pipes, at the sole expense of the Owner of the lot served.

2. Resolution of Dispute. In the event of a dispute between Lot Owners with respect to the repair or rebuilding of said connections, lines or pipes, or with respect to the sharing of the cost therein, then, upon written request of one of such lot Owners, addressed to the Association, the matter shall be submitted to the Association's governing body who shall decide the dispute, and that decision shall be final and conclusive.

3. Declarant's Easement. Easements over the Property for the installation and maintenance of electric, telephone, water, gas and sanitary sewer lines, pipes and facilities, and for drainage facilities, as shown on the recorded plat of the Property and as the Declarant, in it's sole discretion may hereafter determine may be required or needed to service the Property, or any Lots, are hereby reserved by Declarant, together with the right to grant and transfer the same.

4. Maintenance. The homeowners' association shall have the responsibility for providing for snowplowing and maintenance of the private access road to all lots, as well as the maintenance of all storm-water facilities not located on a private lot, and any off-street mail facility that is for the use of the lot owners. The maintenance plan is that the Association will contract out the snowplowing and the road and drainage maintenance as needed.

## ARTICLE VII
## ASSOCIATION MEMBERSHIP

Membership. The Association shall have as Members the Owners of each of the Lots. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Members shall participate in a manner prescribed by this Declaration and the Articles of Incorporation and Bylaws of the Association, and subsequent resolutions of the Association's Board of Directors. The Association's purpose is to provide services and to the Lot Owners as it may determine are necessary, from time to time.

201300027540
Page: 1 of 6
Fees: $52.00
Paula Robinson, Flathead County MT by ME 10/25/2013 2:43 PM

F+H Land Surveying
PO Box 114
Whitefish MT
59937

# DECLARATION
# OF
# COVENANTS, CONDITIONS AND RESTRICTIONS

COPY

This declaration made this 12th day of September, 2013 by Bevill Limited Partnership, of P.O. Box 4713, Whitefish, Montana 59937, hereinafter referred to as "DECLARANT", whether one or more,

WHEREAS, Declarant is the owner of certain real property located in Flathead County, Montana, as hereinafter described below in ARTICLE I below, and

WHEREAS, Declarant is desirous of subjecting said real property to the covenants, conditions and restrictions hereinafter set forth, each of which is and are for the benefits of said property and for each owner thereof, and shall inure to the benefit of and pass with the said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, the Declarant hereby declares that the real property hereinafter described is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth;

## ARTICLE I
## PROPERTY

The real property which is and shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth, is located at 463 & 465 Colorado Avenue, Whitefish in Flathead County, Montana, and such additional Property as may be added later by the Declarant or President of the Association, as more particularly described as:
Orchard LANE 2 (Formerly Known as: Bifault
Tract 1 of the Amended Plat of a portion of Lot 6 in Block 5 of Whitefish Townsite Company's Five Acre Tracts, Flathead County, Montana.

## ARTICLE II
## DEFINITIONS

1. "Owner" shall mean the record owner of a fee simple title to any lot which is a part of the property and shall include contract buyers. Each lot, for voting purposes, shall be deemed to have one vote per lot, notwithstanding the number of owners listed as owners of fee simple title.

2. "Property" shall mean the real property described in ARTICLE I above.

3. "Association" shall mean the association of all the lot owners on the property described hereinabove and its/their successors and assigns in its/their capacity to oversee, administer and enforce these Covenants, Conditions and Restrictions. The Association may also be referred to herein as the "Orchard Lane Association, Inc.", which may be formed by the Declarant as a Montana Non-Profit, Mutual Benefit Corporation, or it may function as an Association.

Approved 10/25/13 0014364 0014365

4. "Member" shall mean an Owner of a Lot which is subject to assessment hereunder, in the context of a Lot Owner's membership of the "Association."

## ARTICLE III
## PURPOSE

The Property is subject to the covenants, conditions and restrictions hereby declared to insure the best use and the most appropriate development and improvement of same, to protect the owners of lots involved as will appreciate the value of their property; to adequately provide for a high quality of improvements on said property and thereby enhance the value of improvements made by purchasers; and to facilitate the peaceful use and enjoyment of the property by the owners.

## ARTICLE IV
## GENERAL RESTRICTIONS

1. Land Use and Building Type: The property must be used for one (1) single family residence. The property may also be use for a home office or other home occupation limited to the current City of Whitefish and Flathead County zoning restrictions.

2. Architectural Requirements: All dwelling houses, garages, and any other structures shall be so located and designed to comply with current building exterior architectural scheme. No exterior addition to or change or alteration of the building may be made until the plans and specifications showing the nature, kind, color, shape, height, materials, location and other material attributes of the same shall have been submitted to, and approved in writing by the Association.

3. Landscaping: Landscaping to be located on the Property must obtain explicit written consent and authority of the Association.

4. Storage on Property: No vehicles, equipment, supplies, agricultural supplies or products, or items of any kind, may be stored outside the parameter of the building without written consent and authority of the Association.

5. Nuisance: No noxious or offensive activity shall be carried on or permitted upon the Property, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Association. By way of illustration and not of limitation, the discharge of fire arms and driving of motorcycles or snowmobiles off road and off a person's property may be a nuisance within the meaning of this paragraph.

6. Animals. No livestock or poultry of any kind shall be raised, bred, or kept on or within any Lot, or surrounding areas. Lot owners or tenants may keep pets, however if the pets cause an annoyance to another owner and the parties can not reach a resolution then the matter must be resolved by the association.

7. Trash. All rubbish, trash and garbage shall be regularly removed from each Lot. Garbage shall be stored in a secure location until the day of pickup, or in a bear-proof container.

8. Parking. No parking shall be allowed except in designated parking areas, driveways or garages, and parking is subject to the terms and conditions set forth in the Declaration of Lot Ownership.

9. Storm Drainage. Each Lot Owner has a duty to manage and maintain the storm drainage system from and around the particular Lot.

## ARTICLE V
## PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Building upon the Property and placed on the dividing line between Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners of Lots which are separated by said party wall. Declarant reserves and each lot owner grants a reciprocal easement for access to the premises of the other for the purpose of performing repair or maintenance work to the party wall, sewer lift pump, mechanical equipment and any utility services contained therein.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Lot Owner who has use of the wall may restore it, and if the other Lot Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Lot Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Protection from Weather. Notwithstanding any other provision of this Article, any Lot Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contribution Runs with Land. The right of any Lot Owner to contribution from any other Lot Owner under this Article shall be appurtenant to the land and shall pass to such Lot Owner's successors in title.

## ARTICLE VI
## UTILITIES

1. Rights and Duties of Owners. The rights and duties of the Lot Owners regarding sanitary sewer, water, electricity, gas, telephone lines and facilities shall be governed as follows:

a. Easement. Wherever sanitary sewer or water connections or electricity, gas, telephone or other similar lines or pipes are installed upon the Property, which connections, lines, or pipes, or any portion thereof lie in, over or under Lots owned by other than an Owner of the Lot served by said connections, lines or pipes, the Owners of the Lot served shall have the right , and are hereby granted an easement to the extent necessary therefor, at reasonable hours, to enter upon the Lot within the property in or upon which said connections, lines or pipes, or any portion thereof, lie, in order to repair, replace and generally maintain said connections, lines and pipes, at the sole expense of the Owner of the lot served.

2. Resolution of Dispute. In the event of a dispute between Lot Owners with respect to the repair or rebuilding of said connections, lines or pipes, or with respect to the sharing of the cost therein, then, upon written request of one of such lot Owners, addressed to the Association, the matter shall be submitted to the Association's governing body who shall decide the dispute, and that decision shall be final and conclusive.

3. Declarant's Easement. Easements over the Property for the installation and maintenance of electric, telephone, water, gas and sanitary sewer lines, pipes and facilities, and for drainage facilities, as shown on the recorded plat of the Property and as the Declarant, in it's sole discretion may hereafter determine may be required or needed to service the Property, or any Lots, are hereby reserved by Declarant, together with the right to grant and transfer the same.

4. Maintenance. The homeowners' association shall have the responsibility for providing for snowplowing and maintenance of the private access road to all lots, as well as the maintenance of all storm-water facilities not located on a private lot, and any off-street mail facility that is for the use of the lot owners. The maintenance plan is that the Association will contract out the snowplowing and the road and drainage maintenance as needed.

## ARTICLE VII
## ASSOCIATION MEMBERSHIP

Membership. The Association shall have as Members the Owners of each of the Lots. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Members shall participate in a manner prescribed by this Declaration and the Articles of Incorporation and Bylaws of the Association, and subsequent resolutions of the Association's Board of Directors. The Association's purpose is to provide services and to the Lot Owners as it may determine are necessary, from time to time.

## ARTICLE VIII
## ASSOCIATION VOTING RIGHTS

Allocation of Voting Rights. Each Lot Owner shall be entitled to one Voting Unit per dwelling lot, notwithstanding the number of owners listed as owners of fee simple title. When more than one person holds an interest in any lot, all such persons shall be members and the vote for such lot shall be exercised as those members may determine, but in no event shall more than one vote be cast with respect to any Lot.

## ARTICLE IX
## COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each subsequent Owner of any Lot, as evidenced by recordation of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association dues or assessments as determined by the Board of Directors.

2. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the property. No Lot Owner may waive or otherwise escape liability for the assessments or charges provided for herein by non-use of the common area or abandonment of his Lot. Sale or transfer of any Lot shall not affect the lien for assessments or charges.

## ARTICLE X
## LEGAL EFFECT

1. Term: The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

2. Amendment: The Declaration may only be amended, supplemented or altered with the written consent of all Owners of the Property and subject to these covenants and recordation of said amendments in the office of the Clerk and Recorder of Flathead County, Montana.

3. Enforcement: Declarant and owners of properties subject to these covenants shall have standing to enforce by proceedings at law and equity the covenants, conditions and restrictions imposed by the provisions of this declaration. In recognition of the nature of the covenants and rights to be protected, all owners aggrieved may utilize injunctive relief in addition to other remedies available at law. Failure of any authorized parties to enforce the covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter. In any such action brought, the prevailing party shall be entitled to reasonable attorneys fees.

4. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the remaining provisions, which shall remain in full force and effect.

5. Essence/Construction: These covenants shall be construed pursuant to the laws of Montana. Same are binding upon the heirs, successors and interests of the parties hereto and time is of the essence hereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

BEVILL LIMITED PARTNERSHIP

by Walking Lightly Ranch, LLC
by J. RICHARD BEVILL, Managing Partner

STATE OF MONTANA )
:ss
County of Flathead )

On this 12th day of Sept., 2013, before me, the undersigned Notary Public for the State of Montana, personally appeared J. RICHARD BEVILL, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

CHRISTYA C IZETT NOTARIAL SEAL STATE OF MONTANA (SEAL)

CHRISTYA C IZETT
NOTARY PUBLIC for the
State of Montana
Residing at Whitefish, Montana
My Commission Expires
July 14, 2017

Notary Public for the State of Montana
Residing at: Whitefish Montana
My Commission Expires: 7.14.17

RETURN TO:
Measure, Sampsel, Sullivan & O'Brien, P.C.
P. O. Box 918
Kalispell MT 59903

**AMENDMENT TO**
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to the Declaration of Covenants, Conditions and Restrictions is made this ___ day of May, 2014 by Bevill Limited Partnership of P.O. Box 4713, Whitefish, Montana, "Declarant."

WHEREAS, On October 25, 2013 the Declarant recorded the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Orchard Lane 2 in the records of Flathead County, Montana as document number 201300027540.

WHEREAS, according to Article I of said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, the Declarant specifically reserved the right to add additional property to be subject to the covenants, conditions and restrictions contained therein.

WHEREAS, Bevill Limited Partnership hereby desires to exercise its right and authority to include additional property to be subject to said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

NOW THEREFORE, effectively upon the execution and recordation of this Amendment with the office of the Clerk and Recorder of Flathead County, Montana, Article I. PROPERTY shall be amended as follows:

Article I.
PROPERTY

"The real property which is and shall be held, transferred, sold and conveyed to the covenants, conditions and restrictions hereinafter set forth is located at 463, 465, 467 & 469 Colorado Avenue in Whitefish, Montana, and such additional property as may be added later by the Declarant or the President of the Association, as more particularly described as:

**Lots 1 and 2 of Orchard Lane 2, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.**

-and-

**Lots 1 & 2 Orchard Lane 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.**

All other provisions of the Covenants, Conditions and Restrictions not inconsistent herewith, shall remain in full force and effect.

IN WITNESS THEREOF the undersigned on behalf of the Declarant hereby certify and execute the Amendment to Covenants, Conditions and Restrictions this ____ day of _____, 2014.

BEVILL LIMITED PARTNERSHIP

By J. Richard Bevill, Managing Member
Walking Lightly Ranch, LLC
Its: General Partner

STATE OF MONTANA )
: ss
County of Flathead )

This instrument was subscribed and sworn to before me on the 6th day of June, 2014 by J. Richard Bevill on behalf of Bevill Limited Partnership who is known to me, or having provided sufficient evidence of his identity that he is a partner of Bevill Limited Partnership and is authorized to execute the foregoing document on behalf of Bevill Limited Partnership.

CHRISTYA C IZETT NOTARIAL SEAL STATE OF MONTANA
CHRISTYA C IZETT
NOTARY PUBLIC for the
State of Montana
Residing at Whitefish, Montana
My Commission Expires
July 14, 2017

Christya Izett
Printed Name of Notary
Notary Public for the State of Montana
Residing at: Whitefish, MT
My commission expires: 7.14.17

RETURN TO:
Measure, Sampsel, Sullivan & O'Brien, P.C.
P. O. Box 918
Kalispell MT 59903

## GRANT OF ACCESS & UTILITY EASEMENT

This instrument is executed the _____ day of _____, 2014, by Bevill Limited Partnership of P.O. Box 4713, Whitefish, Montana 59937, owner of the servient tenement described herein, hereby grants to the owners of the dominant tenement described herein as follows:

**Servient Tenement:** Lot 2 of the Amended Plat of open area in Orchard Lane Subdivision and a portion of Lot 6, Block 5, Whitefish Townsite Company's Five Acre Tracts, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.

**Dominant Tenement:** 463 & 465 Colorado Avenue, Whitefish, Montana as more particularly described as Lots 1 and 2 of Orchard Lane 2, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.

467 & 469 Colorado Avenue, Whitefish, Montana, as more particularly described as Lots 1 & 2 of Orchard Lane 3, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.

**GRANT OF EASEMENT**: Grantor hereby grants to the Dominant Tenements identified as a fifty (50') foot wide easement across the Servient Tenement as described above. This 50-foot easement shall be for the purpose of access and utilities.

**LOCATION OF EASEMENT:** The 50-foot easement shall be located as set forth on Lot 2 of the Amended Plat of open area in Orchard Lane Subdivision and a portion of Lot 6, Block 5, Whitefish Townsite Company's Five Acre Tracts, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder, Flathead County, Montana.

IN WITNESS WHEREOF, the Grantor hereto has set her hand the day and year first above written.

BEVILL LIMITED PARTNERSHIP

_____
By: J. Richard Bevill, Managing Member
Walking Lightly Ranch, LLC
Its: General Partner

STATE OF MONTANA )
: ss
County of Flathead )

This instrument was subscribed and sworn to before me on the _____ day of _, 2014 by J. Richard Bevill on behalf of Bevill Limited Partnership who is known to me, or having provided sufficient evidence of his identity that he is a partner of Bevill Limited Partnership and is authorized to execute the foregoing document on behalf of Bevill Limited Partnership.

_____
Printed Name of Notary_____
Notary Public for the State of _____
Residing at: _____
My commission expires:_____

# WMW ENGINEERING, PC

*Paul Wells, P.E.*
Principal Engineer

*Consulting Engineers*
50 West Second Street
Whitefish, Montana 59937
Phone (406) 862-7826
Fax (406) 862-7827

June 2, 2014

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

Re: Orchard Lane 3 Subdivision

Dear Wendy:

Please accept this letter as certification that all but the following have been installed at the above referenced project. My estimates for the costs and completion dates for the improvements necessary to complete the Subdivision are as follows:

| | Estimated Cost | Bond @ 125% | Est. Completion |
|---|---|---|---|
| • Storm water drainage plan | $4,500.00 | $5,625.00 | <11/30/14 |
| • Water and sewer service lines | $3,000.00 | $3,750.00 | <08/01/14 |
| • Common paved drive | $8,500.00 | $10,625.00 | <11/30/14 |
| **Estimated Total** | **$16,000.00** | **$20,000.00** | |

The "Proposed Drainage Plan" was submitted to the City Public Works Department on May 6, 2014 and approved on May 15, 2014.

Should you have any questions please call.

Sincerely,

MONTANA PAUL L. WELLS 7378E REGISTERED PROFESSIONAL ENGINEER

Paul Wells, P.E.

cc: Bevill Limited Partnership, LLC

# SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June, 2014, by and between Bevill Limited Partnership, hereinafter called the Subdivider, and the City of Whitefish, State of Montana:

WHEREAS, subdivisions are subject to the provisions of Title 76, Chapter 3, Parts 1 through 6, M.C.A., said provisions being known as the "Montana Subdivision and Platting Act," hereinafter referred to as the Act: and,

WHEREAS, the Act required that Governing Bodies adopt and provide for the enforcement of subdivision regulations; and,

WHEREAS, the Governing Body of Whitefish, being the City Council, has adopted a body of ordinances entitled "Whitefish Subdivision Regulations" hereinafter referred to as the Regulations; and,

WHEREAS, the regulations provide that:

A. One of the conditions which must precede approval of the final plat of a subdivision by the Governing Body is an approved guarantee of completion of public improvements which are described and provided for in the subdivision plat.

B. The Regulations authorize various alternative methods of effecting the necessary and prerequisite guarantees and one such method is a written agreement between the Subdivider and the Governing Body; and,

WHEREAS, it is the intent and purpose of both Subdivider and Governing Body to hereby enter into an agreement which will guarantee the full and satisfactory completion of all public improvements within the subdivision hereinafter described and by this agreement to satisfy the public improvement guarantee conditions for final plat approval.

THEREFORE, it is covenanted and agreed as follows:

This agreement pertains to and includes the subdivision which is designated and identified as Orchard Lane 3.

This agreement specifically includes the improvements described on Exhibit "A," (See WMW Engineering Certification letter dated June 2, 2014) attached hereto and incorporated herein by reference, their projected construction completion dates and estimated construction costs. All such improvements shall be done in a workman-like manner and shall be completed by the dates shown on Exhibit "A", a date at least sixty (60) days before the expiration of the bond or letter of credit (hereafter "bond") described below*. Exhibit "A" includes a certification by an engineer licensed in the state of Montana to the effect that it represents a comprehensive and detailed list of all incomplete items and their actual cost, and that all information contained on it is true and accurate.

As required by the Whitefish Subdivision Regulations, the Subdivider warrants and guarantees that all improvements referenced herein shall be free of defects for a period of one (1) year from the date of completion and acceptance by the Governing Body. As a guarantee of performance to install the above designed improvements, the Subdivider hereby and concurrently with the subscription and execution of this agreement, provides the Governing Body with bonds as follows:

| | Estimated Cost | Bond @ 125% | Est. Completion |
|---|---|---|---|
| • Storm water drainage plan | $4,500.00 | $5,625.00 | <11/30/14 |
| • Water and sewer service lines | $3,000.00 | $3,750.00 | <08/01/14 |
| • Common paved drive | $8,500.00 | $10,625.00 | <11/30/14 |
| **Estimated Total** | **$16,000.00** | **$20,000.00** | |

The three bonds total $20,000.00 (Twenty Thousand Dollars), which amount is 125% of the estimated cost of completing those improvements shown on Exhibit "A." The Subdivider does hereby confirm that said bond is from a bank or other reputable institution or individual. This letter shall be deposited with the Governing Body and certify to the following:

a. That the creditor guarantees funds in an amount equal to the cost, as estimated by the Subdividers, and approved by the Governing Body, for completing the required improvements.

b. That if the Subdividers fail to complete the specified improvements within the required time period, the creditor will pay to the Governing Body immediately, and without further action, such funds as are necessary to finance the completion of those improvements, up to the limit of credit given in the bond.

c. That this bond may not be withdrawn until thirty (30) days after all subdivision improvements required by this agreement have been completed, and then only when released by the Governing Body, but will be reduced concurrently and proportionally, to the professional engineer's certification of completion of ongoing construction and review and approval of the City Manager. At all times the bond amount remaining shall be at least 125% of the total amount needed to complete the subdivision improvements required by this agreement.

Performance by the Subdivider of the covenants set out in this agreement and in conformance with the time schedule set forth in this agreement is of the essence; accordingly, the Subdivider expressly understands and agrees that failure to meet the time schedule to the specifications described herein shall be deemed to be a breach to this agreement. The Subdivider hereby waives any notice of breach.

Upon any breach of this agreement as herein defined, the Subdivider shall be subject to the penalties and enforcement outlined in the Regulations.

In consideration of the covenants and acts of the Subdivider, the Governing Body does hereby agree that the public improvement guarantee provision has been satisfied for

the SUBDIVISION, which is the subject of this agreement, provided that nothing herein shall be construed to be final plat approval or assurance of final plat approval.

In the event that it is necessary to engage in litigation in order to interpret or enforce this agreement, the prevailing party in such litigation shall be entitled to recover its reasonable attorney's fees and costs.

This agreement shall inure to the benefit of and be binding upon any successors in interest, heirs, or assignees.

* A cash payment has been made, in lieu of bond or letter of credit, in the form of checks all made payable to the City of Whitefish, and dated June 6, 2014, as follows:

| | |
|---|---|
| check # 1303 | $5,625.00 |
| check # 1304 | $3,750.00 |
| check # 1305 | $10,625.00 |

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

PAY TO THE ORDER OF:

Bevill Limited Partnership
OPERATIONS ACCOUNT
POB 4713
Whitefish, MT 59937
PH: 406-249-7079

1st Interstate Bank
Whitefish, MT

1303

6/6/14

City of Whitefish $ **5,625.00

Five Thousand Six Hundred Twenty-Five and 00/100**********

City of Whitefish
POB 158
Whitefish, MT 59937

Security features.

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

PAY TO THE ORDER OF:

Bevill Limited Partnership
OPERATIONS ACCOUNT
POB 4713
Whitefish, MT 59937
PH: 406-249-7079

1st Interstate Bank
Whitefish, MT

1304

6/6/14

City of Whitefish $ **3,750.00

Three Thousand Seven Hundred Fifty and 00/100**********

City of Whitefish
POB 158
Whitefish, MT 59937

Security features.

WARNING: THIS DOCUMENT HAS SECURITY FEATURES IN THE PAPER

PAY TO THE ORDER OF:

Bevill Limited Partnership
OPERATIONS ACCOUNT
POB 4713
Whitefish, MT 59937
PH: 406-249-7079

1st Interstate Bank
Whitefish, MT

1305

6/6/14

City of Whitefish $ **10,625.00

Ten Thousand Six Hundred Twenty-Five and 00/100**********

City of Whitefish
POB 158
Whitefish, MT 59937

Security features.

Orchard Lane 3: cash in lieu: common paved dri

⑆092901683⑆ ⑈7700026292⑈ 1305

IN WITNESS WHEREOF, the parties to this agreement have executed the same on the day and year first above written:

Bevill Limited Partnership

By: _____
J. Richard Bevill

This agreement is hereby approved and accepted by the City of Whitefish, Montana, this _____ day of _____.

_____

_____, City Manager
City of Whitefish, Montana

P.O. Box 158 • Whitefish, MT 59937 • (406) 863-2400 • Fax: (406) 863-2419

City of Whitefish

May 15, 2014

Mr. Paul Wells
WMW Engineering
50 West Second Street
Whitefish, MT 59937

Re: Orchard Lane 3 Storm Drainage Report and Plan

Dear Paul:

This letter is in regard to the Orchard Lane 3 Storm Drainage Report and Plan that were received on May 6th. The Public Works Department has reviewed and the approved the report and plan. A condition of this approval is that a note be added to the final plat to alert property owners to the need for maintaining the viability of the drainage system located in their yards. The following note needs to be added to the final plat:

"This property's landscaping has been designed specifically to allow for infiltration of runoff from the roof and driveway. Each property owner is responsible for maintaining the drainage system located on their property."

The contractor needs to be careful during construction not to allow sediment to enter the infiltration trenches that are adjacent to the roadway. Also, the contractor needs to be careful not to track sediment onto Colorado Avenue. If sediment is tracked onto the road, it needs to be cleaned off within 24 hours.

Sincerely,

Karin Hilding, P.E.
Senior Project Engineer

**From:** **Joe Page** jpage@cityofwhitefish.org
**Subject:** RE: final plat rev. 5-17-14
**Date:** June 5, 2014 at 5:02 PM
**To:** Douglas Jules Simonson djsimonson@gmail.com, Wendy Compton-Ring wcompton-ring@cityofwhitefish.org
**Cc:** Joe Page jpage@cityofwhitefish.org

Wendy,

I did meet with Doug out at this property to review options for access to the fire hydrant and adequate fire apparatus turn around.
The fire hydrant is not positioned next to a current road and is not part of this subdivision however this would be our closest water supply.
There is also a large tree which we're trying to preserve.
The small fire truck access tri-angle area off of the 50' private access gives us the access we need and turnaround space.

When the lot to the south is developed we'll be addressing access to this hydrant again.

Thanks
Joe Page
Fire Marshal

CITY OF WHITEFISH
CASH RECEIPT

Printed 11:48:07 - 06/20/14

## Batch:14983
## Transaction:64

**Reference Number:**

**Name: DEVILL LIMITED PARTNERSHIP**

**Address:**

**Item(s) Description:**

| | |
|---|---|
| CASH IN LIEU / DISTRICT N | 6550.00 |

| | | |
|---|---|---|
| Check # 1264 | | 6550.00 |
| **Cash Paid** | | |
| **Credit Paid** | | |
| **Less Change Given** | ( | ) |

**TOTAL: 6550.00**

**Owner:** Bevill Limitdd Partnership
**Date:** 4/23/14
**Job# 14-024 Bevill**
**For: J. Richard Bevill**

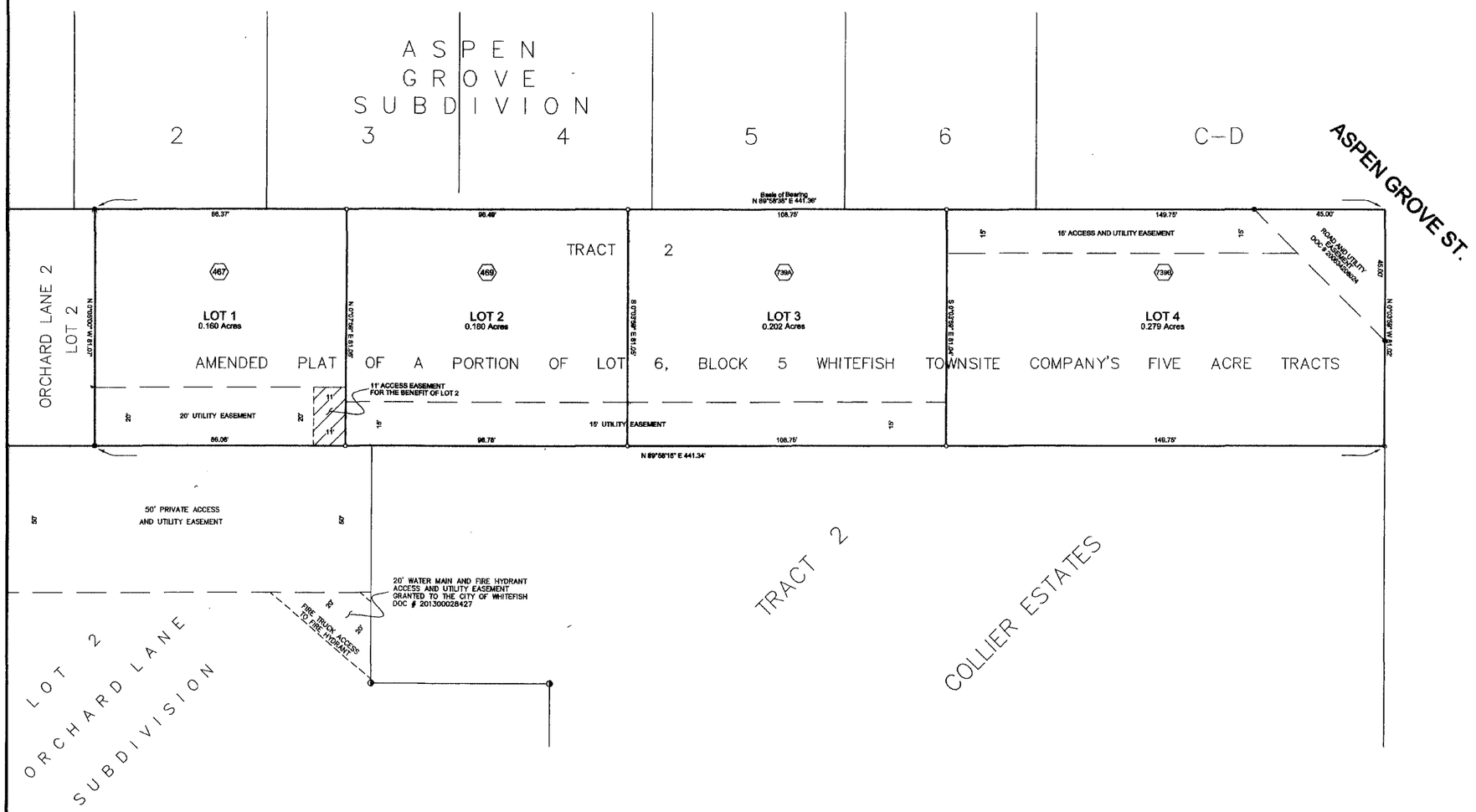

**F & H LAND SURVEYING, INC.**
144 Second Street East
P.O. Box 114
Whitefish, Mt. 59937
406-862-2386


# A FINAL SUBDIVISION PLAT OF
# ORCHARD LANE 3
## A SUBDIVISION
## IN NW1/4 SE1/4 SECTION 25, T.31N., R.22W., P.M.,M.
## FLATHEAD COUNTY, MONTANA

N

LEGEND
- Found 5/8" rebar w/ plastic cap marked "Fredheim 4738S"
- Found 5/8" rebar
- Found 5/8" rebar w/ plastic cap marked "Sullivan 9095LS"
- Set 5/8" x 24" rebar w/ plastic cap marked "Sullivan 9095LS"

20' 0 10' 20'
1" = 20'




for Bevill Limited Partnership

I, J. Richard Bevill, the undersigned property owner, do hereby certify that I 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-west one-quarter (NW1/4) South-east one-quarter (SE1/4) of Section twenty five (25) , Township Thirty-one North (T.31N.), Range Twenty-two West (R.22W.), Principal Meridian, Montana, Flathead County, Montana, described as follows:

TRACT 2 OF AMENDED PLAT OF A PORTION OF LOT 6, BLOCK 5 WHITEFISH TOWNSITE COMPANY'S FIVE ACRE TRACTS, a map or plat of which is on file with the Clerk and Recorder's Office, Flathead County, Montana, containing 0.821 Acres of land more or less.

To be known and designated as ORCHARD LANE 3.

I also certify that the lots are located within first class or second class municipalities for which the governing body certifies that adequate storm water drainage and adequate municipal facilities will be provided pursuant to 76-4-125(2)(d), MCA.

J. Richard Bevill / for Bevill Limited Partnership

STATE OF MONTANA )
SS
County of Flathead )

On this 4th day of JUNE, 20 14, before me, the undersigned, a Notary Public for the State of Montana, personally appeared J. Richard Bevill, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same. In witness whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for the State of Montana
Printed Name CRAIG WICKHAM
Residing at Whitefish, MT

CRAIG WICKHAM NOTARY PUBLIC for the State of Montana Residing at Whitefish, Montana My Commission Expires May 21, 2017

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 ORCHARD LANE 3 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
City of Whitefish, Montana

Necile Lorang, City Clerk
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 ORCHARD LANE 3, in the City of Whitefish, Montana, and find that the owner in fee simple of record, J. Richard Bevill, has 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. 9095LS

APPROVED 6/4 2014

Examining Land Surveyor Reg. No. 3428S

STATE OF MONTANA
SS
County of Flathead

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.
NOTE: Garbage shall be stored in a secured location until the day of pick up or in a bear proof container pursuant to 4-5-4A.
NOTE: This property's landscaping has been designed to allow for storm water infiltration. Each property owner is responsible for maintaining their drainage system as constructed.

Drafted by: CGW Z:\Job FILES\2014\14-024 Bevill Final Plat\CAD\14-024 Final Plat.dwg

SHEET 1 of 1 SHEETS

Bevill

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Return to: Necile Lorang, City Clerk
City of Whitefish
PO Box 158
Whitefish, MT 59937-0158

**RESOLUTION NO. 14-___**

**A Resolution of the City Council of the City of Whitefish, Montana, 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.

WHEREAS, the City 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, at a lawfully noticed public meeting on June 16, 2014, the City Council adopted Resolution No. 14-17, indicating its intent to change the name of the portion of West 15th Street between Baker Avenue and Flathead Avenue to June's Way unless fifty-one percent (51%) of the property owners object and directed City staff to 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"; and

WHEREAS, the City Clerk mailed notices to all adjacent property owners, and received no objections; and

WHEREAS, at a lawfully noticed public hearing on July 7, 2014, the City Council reviewed the request from the North Valley Food Bank, Inc. Whitefish to rename the portion of West 15th Street between Baker Avenue and Flathead Avenue to June's Way, invited public comment, and thereafter determined the proposed name change would be in the best interests of the City and its inhabitants.

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

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

Section 2: The name of the portion of West 15th Street between Baker Avenue and Flathead Avenue located in Whitefish, Montana, is changed to "June's Way", as shown on Exhibit "A," attached hereto and incorporated herein by reference.

Section 3: The City Clerk is authorized and directed to forward a certified copy of this Resolution to the Flathead County Clerk and Recorder so that all records maintained by the Clerk and Recorder's Office may be corrected to reflect the change in the name of the portion of West 15th Street between Baker Avenue and Flathead Avenue to "June's Way".

Section 4: 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

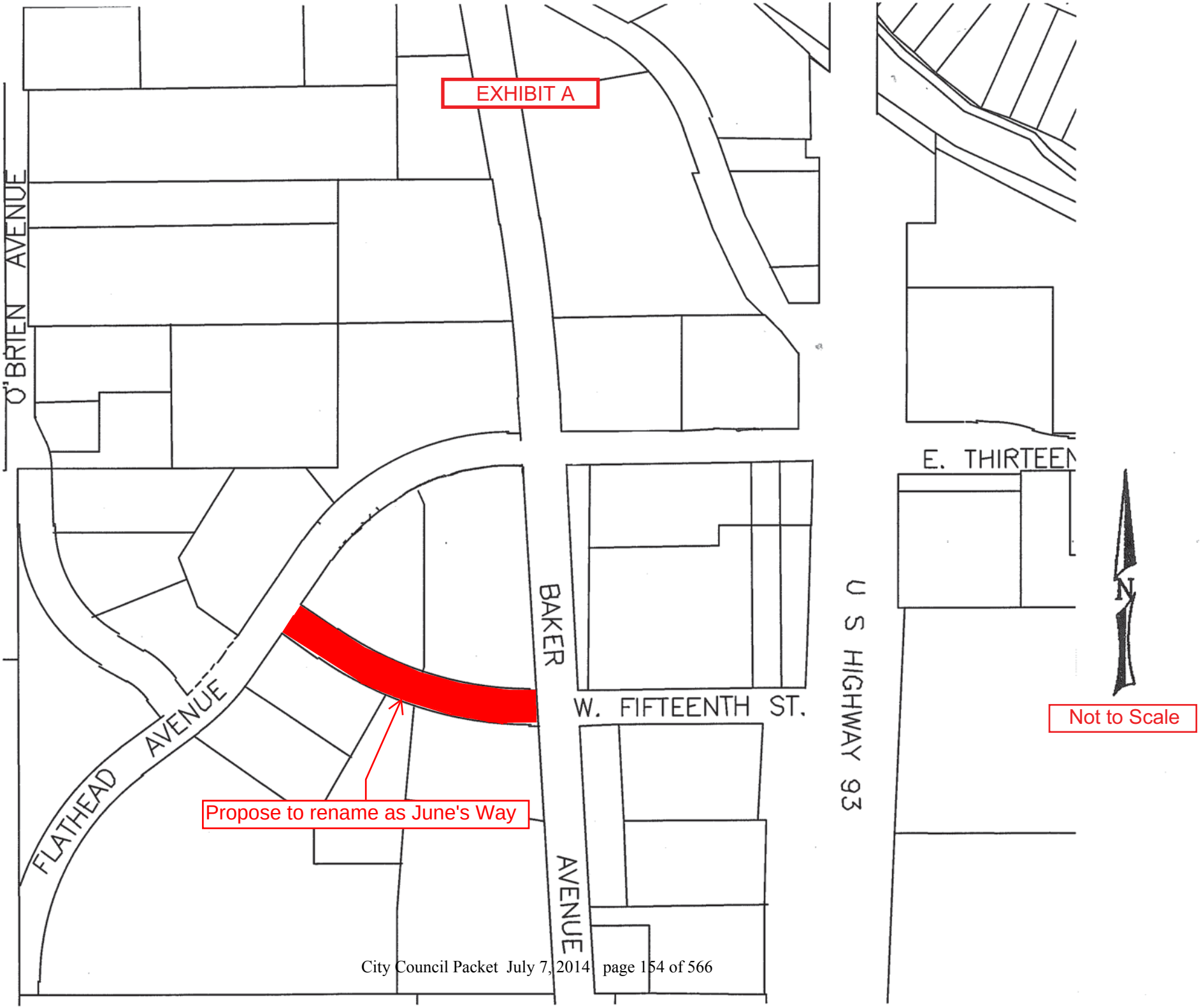
EXHIBIT A
O'BRIEN AVENUE
FLATHEAD AVENUE
BAKER AVENUE
W. FIFTEENTH ST.
U S HIGHWAY 93
E. THIRTEEN
N
Not to Scale
Propose to rename as June's Way

NORTH VALLEY
FOOD BANK, INC.
WHITEFISH

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*
*Ron Behrendt, Board Chair*

**Members:**
*Jim Cummings*
*Dan Comerford*
*Pam Gerwe*
*Pat Sapa*
*Jerry Quinn*

**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

www.northvalleyfoodbank.org  **Email:** Admin@northvalleyfoodbank.org  **Visit Us on Facebook!**

City of Whitefish, City Clerk's Office
418 E. 2nd Street, PO Box 158
Whitefish, Mt 59937
406-863-2400
nlorang@cityofwhitefish.org

# Public Notice of Council's Intent to rename one block of West 15th Street to "June's Way"

The City of Whitefish would like to inform you that the Whitefish City Council passed a Resolution of Intent, Resolution No. 14-17 on June 16, 2014, to rename the one block of W. 15th Street between Baker Avenue and Flathead Avenue to "June's Way", unless 51% or more of the adjacent property owners object. A copy of the Resolution including a map is enclosed for your reference. The City must receive any written objections or support of this action by 4:00 p.m. Tuesday, July 1st to be included in the Council Packet for the July 7, 2014 meeting. Or, public comment is welcome at the public hearing on the Resolution scheduled for the July 7, 2014 Council Meeting at 7:10 p.m., Whitefish City Council Chambers, 402 E. 2nd Street, Whitefish, Montana.

Necile Lorang

Necile Lorang
City of Whitefish
Administrative Services Director/City Clerk
PO Box 158
Whitefish, MT 59937
406-863-2402
nlorang@cityofwhitefish.org

List of adjacent properties notified of Resolution No 14-17; Resolution of Intent to change the name of the portion of West 15th Street between Baker Avenue and Flathead Avenue to June's Way.

0012376
AD c/o CPTS
1371 Oakland Blvd Ste 200
Walnut Creek, CA 94596

0010005
Steven L. & Kathleen M. Sjostrom
1505 Baker Avenue
Whitefish, MT 59937

0505821 & 0504436
Patriot Properties LLC
PO Box 2076
Columbia Falls, MT 59912

0505820
North Valley Food Bank Inc
251 Flathead Avenue
Whitefish, MT 59937

0501857 & 0501858
Park Side Fereral Credit Union
1300 Baker Avenue
Whitefish, MT 59937

0010502
The WAVE
1250 Baker Avenue
Whitefish, MT 59937

FREEDOM BANK

received
6-24-14

June 20, 2014

Whitefish City Council
c/o Necile Lorang
PO Box 158
Whitefish, MT 59937

Dear Members of the Council:

As owner of Lot 8A and Lot 8B of Baker Commons, Patriot Properties, LLC and Freedom Bank are in full support of resolution number 14-17 to change the name of the portion of West 15th Street between Baker Avenue and Flathead Avenue to June's Way. June Munski-Feenan was an inspiration to all that knew her and her tireless compassion for others deserves recognition in perpetuity.

Sincerely,

Don Bennett
President

P.O. BOX 2076 ★ 530 9TH ST. WEST ★ COLUMBIA FALLS, MT 59912
PHONE 406-892-1776 ★ FAX 406-892-6620
www.freedombankmt.com

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**RESOLUTION NO. 14-___**

**A Resolution of the City Council of the City of Whitefish, Montana, establishing rates charged for the purchase of a vault in the Whitefish Cemetery Columbarium and related services.**

WHEREAS, Section 7-1-4123(7), MCA, empowers municipalities to impose a fee for provision of services; and

WHEREAS, in 1917, the City of Whitefish established the Whitefish Cemetery and from time to time established fees for the costs of cemetery services; and

WHEREAS, the City recently installed a Columbarium at the cemetery to hold cremation ashes; and

WHEREAS, staff has recommended that fees to purchase a vault in the Columbarium and for related services be established; and

WHEREAS, as required by Section 7-6-4013, MCA, public notice on the City's proposed fees for the purchase of a vault in the cemetery Columbarium and related services was published on June 25 and July 2, 2014; and

WHEREAS, at a lawfully noticed public hearing on July 7, 2014, after receiving public comment and reviewing a staff report recommending establishing fees, and having considered the cost of the Columbarium vault and related services, the Whitefish City Council reviewed the recommended fees for the Columbarium vaults and related services and found them to be reasonable.

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

Section 1: Fees for the purchase of a vault in the cemetery Columbarium and related services are established as follows:

| Columbarium Services | Fees |
|---|---|
| Vault – Lower Two Tiers: | |
| First Urn in a Single Vault in the Lower Two Tiers of the Columbarium | $750.00 |
| Second Urn in a Single Vault in the Lower Two Tiers of the Columbarium | $150.00 |
| First Urn in a Single Vault in the Lower Two Tiers of the Columbarium (County Resident) | $1,000.00 |
| Second Urn in a Single Vault in the Lower Two Tiers of the Columbarium (County Resident) | $200.00 |
| Vault – Upper Two Tiers: | |
| First Urn in a Single Vault in the Upper Two Tiers of the Columbarium | $800.00 |
| Second Urn in a Single Vault in the Upper Two Tiers of the Columbarium | $150.00 |
| First Urn in a Single Vault in the Upper Two Tiers of the Columbarium (County Resident) | $1,100.00 |
| Second Urn in a Single Vault in the Upper Two Tiers of the Columbarium (County Resident) | $200.00 |
| Engraving – Single | $175.00 |
| Engraving – Double | $250.00 |
| Engraving – Later Addition of Dates | $125.00 |

Section 2: 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

# MEMORANDUM
#2014-020

To: Mayor John Muhlfeld
City Councilors

From: Chuck Stearns, City Manager

Re: Staff Report – Resolution to establish fees for new Cemetery Columbarium

Date: June 5, 2014

Introduction/History

In the current, FY14 Budget, we budgeted $23,000 for the purchase of a Columbarium to hold cremation ashes and urns as a way to add capacity to the existing City Cemetery. Currently the City has no additional grave sites which we can sell at the Cemetery. A picture of the installed Columbarium is shown to the right

Current Report

The Columbarium cost $21,564.55 to purchase and have installed. The City provided staff work and labor to plan for the purchase and install the concrete pad for additional costs of $2,437.99. Also there is $3,200.10 of landscaping around the Columbarium site to make it more presentable that was just installed last week. We also felt we could allocate $2,000 of the $35,454.99 cost of the new underground irrigation system to the Columbarium as it was the new irrigation system which allowed us to free up space for the Columbarium because the old, above ground irrigation pipes took up a lot of space where the Columbarium is now located.

State law, Section 7-6-4013 requires that the City Council approve and adopt all new fees and fee increases after notice and a public hearing. It also provides that fees have to be reasonable and related to the cost of providing the service. This memo is to provide the basis of the new fees proposed for the Columbarium.

As shown above, we can demonstrate that the total, allocable costs of the Columbarium equals $29,202.58. Divided by 40 vaults in the Columbarium equals $730.06. Thus, we are proposing

the following fee schedule for the Columbarium. We think there is a higher demand for the upper 2 tiers or levels of the Columbarium, so we wanted to provide a little price difference between the lower two tiers and the upper two tiers. Other area cemeteries do differentiate in the pricing among the tiers. I am going to show all of the current Cemetery fees so the City Council has that background information.

Cemetery Fee Schedule

| Item | Current Cost | Proposed Cost | Change |
|---|---|---|---|
| Lots | | | |
| Grave Lots – City Residents | $ 250.00 | $ 250.00 | No change |
| Grave Lots – County Residents | $ 500.00 | $ 500.00 | No change |
| Grave Lots – baby | $ 100.00 | $ 100.00 | No change |
| | | | |
| Services | | | |
| Full burial | $ 750.00 | $ 750.00 | No change |
| Full Burial – weekend and overtime | $ 850.00 | $ 850.00 | No change |
| Cremation Ash burial | $ 150.00 | $ 150.00 | No change |
| Cremation Ash burial – weekend/OT | $ 200.00 | $ 200.00 | No change |
| | | | |
| Columbarium – proposed fees | | | |
| Columbarium Vault – lower 2 tiers | not applicable | $ 750.00 | $ 750.00 |
| Columbarium Vault – 2nd urn in 1 vault | | $ 150.00 | $ 150.00 |
| Columbarium Vault – lower 2 tiers County resident | not applicable | $1,000.00 | $1,000.00 |
| Columbarium Vault – lower 2 tiers County resident – 2 urns | not applicable | $ 200.00 | $ 200.00 |
| | | | |
| Columbarium Vault – upper 2 tiers | not applicable | $ 800.00 | $ 800.00 |
| Columbarium Vault – 2nd urn in 1 vault | | $ 150.00 | $ 150.00 |
| Columbarium Vault – upper 2 tiers County resident | not applicable | $1,100.00 | $1,100.00 |
| Columbarium Vault – upper 2 tiers County resident – 2 urns | not applicable | $ 200.00 | $ 200.00 |
| | | | |
| Columbarium Engraving | | | |
| Single engraving | not applicable | $ 175.00 | $ 175.00 |
| Double engraving | not applicable | $ 250.00 | $ 250.00 |
| Later Addition of dates | not applicable | $ 125.00 | $ 125.00 |

Financial Requirement

The financial requirements are basically described above. We believe this fee schedule will recover our costs and provide some additional revenue for unanticipated costs and staff time to sell the Columbarium vaults.

Recommendation

Staff respectfully recommends the City Council adopt a Resolution establishing rates charged for the purchase of a vault in the Cemetery Columbarium and related services.

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

July 1, 2014

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

RE: O'Brien Cottages at 221-231 O'Brien Avenue; (WCUP 14-03)

Honorable Mayor and Council:

**Summary of Requested Action:** Greg Eaton of EDM Development llc is requesting approval of a Conditional Use Permit to construct a 5-plex at 221-231 O'Brien Avenue. The property is currently undeveloped and is zoned WB-3 (General Business District). The Whitefish Growth Policy designates this property as "Core Commercial".

**Planning Board Action:** The Whitefish City-County Planning Board met on June 19, 2014 and considered the request. Following the hearing, the Planning Board recommended approval of the above referenced conditional use permit (5-1, Roosendahl voting in opposition) with six (6) conditions as contained in the staff report and adopted the staff report as findings of fact.

**Planning & Building Department Recommendation:** Staff recommended approval of the above referenced conditional use permit with six (6) conditions set forth in the attached staff report.

**Public Hearing:** The applicant and two neighbors spoke at the hearing. The neighbors identified concerns with sewer main in the alley, the narrowness of the alley (traffic, snow removal and using the alley as the primary access to the development), the steepness of O'Brien Avenue and adding more garbage cans in a very narrow alley. It was suggested by the neighbors that the alley ought to be one-way. The draft minutes for this item are attached as part of this packet.

This item has been placed on the agenda for your regularly scheduled meeting on July 7, 2014. Should Council have questions or need further information on this matter, please contact the Planning Board or the Planning & Building Department.

Respectfully,

Wendy Compton-Ring, AICP
Senior Planner

Att: Exhibit A: Recommended Conditions of Approval
Draft Minutes of 6-19-14 Planning Board Meeting

***Exhibits from 5-15-14 Staff Packet***

1. Staff Report – WCUP 14-03, 6-12-14
2. Adjacent Landowner Notice, 5-30-14
3. Advisory Agency Notice, 5-30-14

***The following were submitted by the applicant:***

4. Application for Conditional Use Permit, 5-16-14

c: w/att Necile Lorang, City Clerk

c: w/o att Greg Eaton, EDM Development llc 555 Haskill Basin Rd Whitefish, MT 59937
Chad Phillips, Phillips Architecture and Planning Inc, 309 Wisconsin Ave Whitefish, MT 59937

# Exhibit A
# O'Brien Cottages
# WCUP 14-03
# Whitefish City-County Planning Board
# Recommended Conditions of Approval
# June 19, 2014

1. The project shall be constructed in compliance with the plan submitted on May 16, 2014, except as amended by these conditions. Any significant deviation from the plans shall require approval.

2. All on-site lighting shall be dark sky compliant. (§11-3-25)

3. A landscaping plan that incorporates existing, healthy trees into the plan shall be reviewed and approved by the Planning Department prior to the issuance of a building permit. (§11-4)

4. The applicant shall work with the Public Works Department to determine appropriate frontage improvements along O'Brien Avenue (Finding 5).

5. All internal lot lines shall be eliminated prior to submitting an application for building permit. (§11-2-3B(3))

6. The conditional use permit is valid for 18 months and shall terminate unless commencement of the authorized activity has begun. (§11-7-8)

**EDM DEVELOPMENT llc**
**CONDITIONAL USE PERMIT**
**WCUP 14-03**
**June 12, 2014**

This is a report to the Whitefish City-County Planning Board and the Whitefish City Council regarding a request for a conditional use permit to construct a 5-plex. This application has been scheduled before the Whitefish City-County Planning Board for a public hearing on Thursday, **June 19, 2014**. A recommendation will be forwarded to the City Council for a subsequent public hearing and final action on Monday, **July 7, 2014**.

## PROJECT SCOPE

Greg Eaton on behalf of EDM development llc is proposing to construct a 5-plex at 221/231 O'Brien Avenue. The building is proposed to be located along the north side of the property and will be served by a driveway along the south side of the lot that will connect O'Brien Avenue and the alley to the east. Each unit will have a single car garage and space in the driveway for an additional parking space. Overflow parking is located along the alley.

**A. OWNER:**

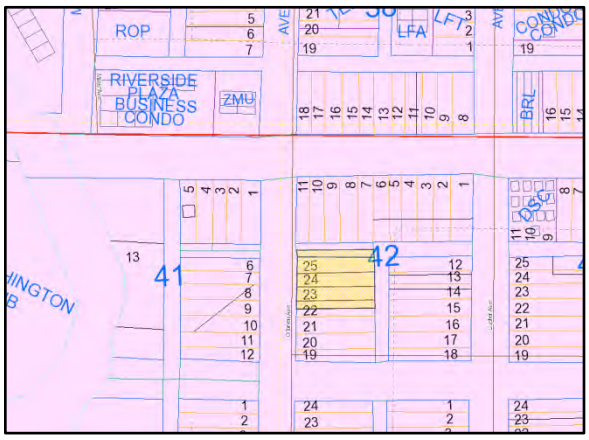
Greg Eaton
EDM Development llc
555 Haskill Basin Road
Whitefish, MT 59937

**TECHNICAL ASSISTANCE:**

Chad Phillips
Phillips Architecture and Planning Inc
309 Wisconsin Avenue
Whitefish, MT 59937

**B. SIZE AND LOCATION OF PROPERTY:**

The project is located on three and a half lots plus half of an abandoned alley. The parcels equal 0.284 acres (12, 371 square feet). The project is addressed as 221/231 O'Brien Avenue and can be legally described as Lots 23, 24, 25, north half of Lot 22 and south half of abandoned alley in Block 42, S36 T31N R22W, P.M.M., Flathead County, Montana.



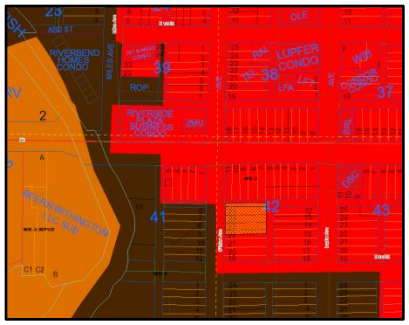
## C. EXISTING LAND USE:

The subject property is currently undeveloped.

## D. ADJACENT LAND USES AND ZONING:

| | | |
|---|---|---|
| North: | commercial | WB-3 |
| West: | residential | WB-3 |
| South: | residential | WR-4 |
| East: | residential | WR-4 |

## E. ZONING DISTRICT:




The property is zoned WB-3 (General Business District). The purpose of the WB-3 District 'a broad commercial district intended to accommodate financial, retail, governmental, professional, institutional and cultural activities'. Residential uses are both permitted and conditionally permitted in the WB-3.

## F. WHITEFISH CITY-COUNTY GROWTH POLICY DESIGNATION:

The Growth Policy designation is Core Commercial which corresponds to the WB-3 zoning district.

> "This designation describes the downtown area of Whitefish as well as surrounding transitional and mixed use areas. The major uses are retail commercial, professional and government offices, financial institutions, restaurants and taverns, hotels, and art galleries and studios. The Commercial Core is also characterized by mixed and multi-use developments such as residential above retail, mixed residential and office, and "artist lofts" which may have residential, studio, and gallery components.
>
> Urban forms in the Core are dense and usually multi-level. Street connectivity is high, with minimal or zero setbacks, and accessible, human scale storefronts. Character is decidedly pedestrian. On-street parking is provided for ease of accessibility, but parking serving employees and residents is generally located in parking structures or in small lot accessed from alleys. Streets in the Core are active, and streetscapes are attractive with street trees, planters, and street furniture. Architecture is of very high

quality and contributes to the established local theme. Zoning is mostly WB-3, but the Commercial Core can also be implemented through WR-4."

## G. UTILITIES:

| | |
|---|---|
| Sewer: | City of Whitefish |
| Water: | City of Whitefish |
| Solid Waste: | North Valley Refuse |
| Electric: | Flathead Electric Co-op |
| Natural Gas: | Northwestern Energy |
| Phone: | CenturyLink |
| Police: | City of Whitefish |
| Fire: | Whitefish Fire Department |

## H. PUBLIC COMMENTS:

A notice was mailed to adjacent land owners within 150-feet of the subject parcel on May 30, 2014. A notice was emailed to advisory agencies on May 30, 2014. A notice of the public hearing was published in the *Whitefish Pilot* on June 4, 2014. As of the writing of this report, no comments have been received.

## REVIEW AND FINDINGS OF FACT

This application is evaluated based on the "criteria required for consideration of a Conditional Use Permit," per Section 11-7-8(J) of the Whitefish Zoning Regulations.

### 1. Growth Policy Compliance:

**Finding 1:** The proposed use complies with Growth Policy Designation of Core Commercial because it is zoned WB-3 and the proposed use is consistent with the WB-3 zone.

### 2. Compliance with regulations. The proposal is consistent with the purpose, intent, and applicable provisions of these regulations.

The property is zoned WB-3 (General Commercial District) which conditionally permits multi-family dwelling in excess of four (4). Setback, lot coverage and height are all being met.

**Finding 2:** The project complies with the zoning regulations because all the zoning standards are being met.

### 3. Site Suitability. The site must be suitable for the proposed use or development, including:

Adequate usable land area: The subject parcel is over a ¼ acre in size. There is adequate space for the proposed structures to meet all required setbacks and meet the required on-site parking.

Access that meets the standards set forth in these regulations, including emergency access: The applicant is proposing to add access through the property from O'Brien Avenue to the alley. No changes are proposed to O'Brien Avenue or the alley. The Fire Department has reviewed the site plan and was satisfied with the proposed access.

Absence of environmental constraints that would render the site inappropriate for the proposed use or development, including, but not necessarily limited to floodplains, slope, wetlands, riparian buffers/setbacks, or geological hazards: The proposed development is not located within the 100-year floodplain nor within an area mapped for high groundwater. There are no water bodies within 200-feet the project.

**Finding 3:** Project is suitable for the site because there is adequate usable land area, access standards are met and there are no environmental constraints.

**4. Quality and Functionality. The site plan for the proposed use or development has effectively dealt with the following design issues as applicable.**

Parking locations and layout: The proposed parking is adequate and meets the City's zoning requirements.

Traffic Circulation: This property is served by both O'Brien Avenue and an alley to the east of the property. The applicant is proposing a driveway along the south property line to provide access to the property and connect O'Brien Avenue with the alley. This driveway is located at the top of the hill, which should provide adequate visibility to O'Brien Avenue.

Open space: The site plan has adequate open space.

Fencing/Screening: There is no existing or proposed fencing or screening for these temporary structures.

Landscaping: There is mature vegetation along the north property line, including two mature deciduous trees along O'Brien Avenue. If there is any possibility to retain these trees, if they are healthy and long-

term trees, staff would highly encourage the developer to do this. There is a requirement to have a landscaping plan plus adhere to the tree density requirements of the landscaping chapter. The applicant will get credit for retaining existing trees. In addition, retention of mature trees assists in integrating a new project into an existing neighborhood better. A final landscaping plan will be reviewed and approved at the time of building permit review.

Signage: Staff has not seen any proposed signage. All new signage is required to obtain a permit from the Planning & Building office.

Undergrounding of new and existing utilities: Utilities are existing in the alley and should be underground, if possible.

**Finding 4:** The quality and functionality of the proposed development has effectively dealt with the site design issues because there is adequate parking, circulation and open space. A landscaping plan will be required to accompany the building plan and existing healthy trees should be incorporated into this plan.

**5. Availability and Adequacy of Public Services and Facilities.**

Sewer: Sewer is in place and adequate to service the project.

Water: Water services are currently available on site.

Storm Water Drainage: An engineered stormwater plan will be required to be reviewed and approved by the City Public Works Department, as the impervious surface will exceed 5,000 square feet.

Fire Protection: The Whitefish Fire Department serves the site and response times and access are good. The proposed use is not expected to have significant impacts upon fire services.

Police: The City of Whitefish serves the site; response times and access are adequate. The proposed use is not expected to have significant impacts upon police services.

Streets: The project is accessed off of O'Brien Avenue. This is a paved street without curb, gutter or sidewalk. There is a significant hill down to E 2nd Street. The project will have a driveway that will connect O'Brien Avenue to the alley. The applicant and the Public Works Department need to determine the type of frontage improvements needed since the topography is so extreme.

**Finding 5:** Municipal water and sewer are available. Response times for police and fire are not anticipated to be affected due to the proposed development. The property has adequate access to a city street, but there are no frontage improvements along O'Brien Avenue.

## 6. Neighborhood/Community Impact:

Traffic Generation: The existing streets should be able to handle any additional traffic.

Noise or Vibration: No additional noise or vibration is anticipated to be generated from the proposed use. Any additional noises or vibrations would be associated with construction and are not anticipated to be permanent impacts.

Dust, Smoke, Glare, or Heat: No impact is anticipated beyond what would be expected from the residential use currently onsite.

Smoke, Fumes, Gas, and Odor: No impact is anticipated with regards to smoke, fumes, gas or odors.

Hours of Operation: The hours of operation will be typical with residential use.

**Finding 6:** The proposed development is not anticipated to have a negative neighborhood impact. Negative impacts on noise, dust, smoke, odor or other environmental nuisances are not expected. All outdoor lighting is required to meet city standards.

## 7. Neighborhood/Community Compatibility:

Structural Bulk and Massing: *Mass* means a building's bulk, size and magnitude – the overall volume. The proposed building is 2-stories, well under the maximum permitted height. It will be one of the larger buildings within the residential neighborhood, but this lot is zoned commercial and the proposed building is no larger than many of the buildings in the more commercial area. Finally, they are locating the building as far as possible from adjacent residential uses.

Scale: *Scale* means the spatial relationship with neighboring buildings. There is adequate space on-site to situate the building on the property, maintain some open space/landscaped areas and meet the setbacks.

Context of Existing Neighborhood: The neighborhood is a combination of commercial and residential uses (single family and multi-family uses).

Density: The density of the project is 17.6 dwelling units per acre (5 dwelling units on 0.284 acres). The WB-3 does not limit residential density, as the downtown is intended to be the city's most urban area. Density will be limited by parking requirements, setbacks and height.

Community Character: The project went to Architectural Review on June 3rd for a preliminary review. The final review will be after Council action. The Committee discussed ensuring the building addresses O'Brien Avenue by having a front door/porch which is commonly found in this neighborhood. In addition, they suggested a sidewalk or some other type of path to connect O'Brien Avenue to the development for pedestrians.

**Finding 7:** The project is compatible with the existing uses in the neighborhood because the mass and scale is not overwhelming, it fits within the context of the neighborhood and community character.

## RECOMMENDATION

It is recommended that the Whitefish City-County Planning Board adopt the findings of fact within staff report WCUP 14-03 and that this conditional use permit be recommended for **approval** to the Whitefish City Council subject to the following conditions:

1. The project shall be constructed in compliance with the plan submitted on May 16, 2014, except as amended by these conditions. Any significant deviation from the plans shall require approval.

2. All on-site lighting shall be dark sky compliant. (§11-3-25)

3. A landscaping plan that incorporates existing, healthy trees into the plan shall be reviewed and approved by the Planning Department prior to the issuance of a building permit. (§11-4)

4. The applicant shall work with the Public Works Department to determine appropriate frontage improvements along O'Brien Avenue (Finding 5).

5. All internal lot lines shall be eliminated prior to submitting an application for building permit. (§11-2-3B(3))

6. The conditional use permit is valid for 18 months and shall terminate unless commencement of the authorized activity has begun. (§11-7-8)

**Planning & Building Department**
**PO Box 158**
**510 Railway Street**
**Whitefish, MT 59937**
**(406) 863-2410 Fax (406) 863-2409**

# Public Notice of Proposed Land Use Action

The City of Whitefish would like to inform you that EDM Development llc is requesting a Conditional Use Permit in order to construct a 5-plex. The property is undeveloped and is zoned WB-3 (General Business District). The property is located at 221/231 O'Brien Avenue and can be described as north ½ Lot 22, Lots 23-25, south ½ alley, Block 42, S36 T31N R22W.

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, June 19, 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, July 7, 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 *wcompton-ring@cityofwhitefish.org*. Comments received by the close of business on Monday, June 9, 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

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

Date: May 30, 2014

To: Advisory Agencies & Interested Parties

From: Whitefish Planning & Building Department

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The regular meeting of the Whitefish City-County Planning Board will be held on Thursday, June 19, 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, July 7, 2014 and items 3-5 on Monday, July 21, 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. Whitefish West Limited Partnership is proposing to subdivide 4.39 acres into 15 single family lots. The property is undeveloped and is zoned WR-2 (Two-Family Residential District). The property is located at 265 Haugen Heights Road and can be legally described as Lake Park Addition, Lot 4, Block 11 in S26 T31N R22W (WPP 14-04) Compton-Ring

2. EDM Development llc is requesting a Conditional Use Permit in order to construct a 5-plex. The property is undeveloped and is zoned WB-3 (General Business District). The property is located at 221/231 O'Brien Avenue and can be described as north ½ Lot 22, Lots 23-25, south ½ alley, Block 42, S36 T31N R22W. (WCUP 14-03) Compton-Ring

3. William and MaiBritt Bennett are requesting a Conditional Use Permit in order to construct an accessory apartment. The RV garage shown on the submitted site plan will be converted for the proposed accessory apartment and will be connected to the single family residence. The property is located at 416 Ramsey Avenue and can be legally descried as Lot 9-EXS142.5 of Block 2 in Ramseys Addition to Whitefish Subdivision, S35 T31N, R22W. (WCUP-14-02) Minnich

4. Brett and Janice Pierce are requesting a Conditional Use Permit in order to construct an accessory apartment. The proposed accessory apartment would be located above a proposed garage. The property is located at 728 Columbia Avenue and can be legally described as Lot 4, Block 13 of Riverside Addition to Whitefish, S36, T31N, R22W. (WCUP-14-04) Minnich

5. A request by the City of Whitefish to review the adopted 2007 Whitefish City-County Growth Policy, including a review of Future Land Use mapping, infill

policy, and implementation priorities, as per directives contained in the Growth Policy establishing a biennial review. WGPA 14-01 (Taylor)

6. Highway 93 West Corridor Land Use Plan work session. Introduction and overview of the draft plan.

Documents pertaining to these agenda items are 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 these proposals, phone 406-863-2410.

Planning & Building Department
PO Box 158
510 Railway Street
Whitefish, MT 59937
(406) 863-2410 Fax (406) 863-2409

# Public Notice of Proposed Land Use Action

The City of Whitefish would like to inform you that EDM Development llc is requesting a Conditional Use Permit in order to construct a 5-plex. The property is undeveloped and is zoned WB-3 (General Business District). The property is located at 221/231 O'Brien Avenue and can be described as north ½ Lot 22, Lots 23-25, south ½ alley, Block 42, S36 T31N R22W.

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

Rhoads
PO Box 393
Walnut, Ia
52773

CITIES IL P&DF
IL 612 2 T
13 JUN 2014 PM

City of Whitefish
Planning & Building Dept
Whitefish Montana 59937

06-30-14 P01:22 IN

Comments ...
included in the packets to the Planning Board ...
after the deadline will be summarized to the Planning Board members at the public hearing.

Sorry we are late we have been traveling. We are in favor only if it is private residence. No daily weekly rental allowed. We have enough Hotel and daily rental Going on. Keep Whitefish the place we want to live in and others enjoy visiting. We like the small town atmosphere. Bert & Deb Rhoads

PLEASE SHARE THIS NOTICE WITH YOUR NEIGHBORS

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

File #: _____
Date: _____
Intake Staff: _____
Date Complete: _____

# CONDITIONAL USE PERMIT

**FEE ATTACHED $** _____
(See current fee schedule)

**INSTRUCTIONS:**

- ☐ A Site Review Meeting with city staff is required. Date of Site Review Meeting: 5-8-14
- ☐ Submit the application fee, completed application and appropriate attachments to the Whitefish Planning & Building Department a minimum of **forty five (45) days prior** to the Planning Board meeting at which this application will be heard.
- ☐ The regularly scheduled meeting of the City-County Planning Board is the third Thursday of each month at 6:00PM in the Council Chambers at 402 E 2nd Street.
- ☐ After the Planning Board hearing, the application is forwarded with the Board's recommendation to the next available City Council meeting for hearing and final action.

## A. PROJECT INFORMATION:

Project Name: O'BRIEN COTTAGES
Project Address: 221-231 O'Brien Ave Wfsh
Assessor's Tract No.(s) _____ Lot No(s) _____
Block # 42 Subdivision Name _____
Section 36 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 Signature[1] _____ Date 5/12/14
Print Name GREG EATON

Applicant's Signature SAME AS ABOVE Date _____
Print Name EDM DEVELOPEMENT LLC

Representative's Signature SAME AS ABOVE Date _____
Print Name _____

EXHIBIT 4

[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



Revised 12-31-13

**APPLICATION CONTENTS:**

**Attached** **ALL ITEMS MUST BE INCLUDED - INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

✓ Conditional Use Permit Application – **11 copies**

✓ Written description how the project meets the criteria in Section D – **11 copies**

✓ Site Plan – **11 copies** The site plan, drawn to scale, which shows in detail your proposed use, your property lines, existing and proposed buildings, traffic circulation, driveways, parking, landscaping, fencing, signage, and any unusual topographic features such as slopes, drainage, ridges, etc.

✓ Reduced copy of the site plan not to exceed 11" x 17" – **1 copy**

✓ Where new buildings or additions are proposed, building sketches and elevations shall be submitted.

✓ Electronic version of entire application such as .pdf

✓ Certified adjacent owners list for properties within 150-feet of subject site – **1 copy**

___ Any other additional information requested during the pre-application process

When all application materials are submitted to the Planning & Building Department, the application will be scheduled for public hearing before the Planning Board and City Council.

**B. OWNER(S) OF RECORD:**

Name: EDM Development LLC Phone: 406 250 0233

Mailing Address: 555 Haskill Basin Rd

City, State, Zip: Whitefish MT. 59937

Email: gregeaton@centurytel.net

**APPLICANT (if different than above):**

Name: Greg Eaton Phone: same as above

Mailing Address:

City, State, Zip:

Email:

**TECHNICAL/PROFESSIONAL:** CHAD PHILLIPS

Name: PHILLIPS ARCHITECTURE & PLANNING, INC. Phone: 406-407-0247

Mailing Address: 309 Wisconsin Ave.

City, State, Zip: Whitefish, MT. 59937

Email: Chad@phillipsarchitecture.com

**C. DESCRIBE PROPOSED USE:**

5 unit condominium building.

ZONING DISTRICT: WB3

f. Signage — N/A
g. Undergrounding of new utilities — SEE SHEET A1
h. Undergrounding of existing utilities

5. Are all necessary public services and facilities available and adequate? If not, how will public services and facilities be upgraded? Yes All SERVICES ARE Available. AND WILL BE UTILIZED.
   a. Sewer
   b. Water
   c. Stormwater
   d. Fire Protection
   e. Police Protection
   f. Street (public or private)
   g. Parks (residential only)
   h. Sidewalks — Continue Maintain O'BRIEN WALKING PATHS - SIDEWALK.
   i. Bike/pedestrian ways – including connectivity to existing and proposed developments

6. How will your project impact on adjacent properties, the nearby neighborhoods and the community in general? Describe any adverse impacts under the following categories.
   a. Excessive traffic generation and/or infiltration of traffic into neighborhoods
   b. Noise, vibration, dust, glare, heat, smoke, fumes, odors

The BULDING will Actually screen the 93N. NOISE TO Residences Behind.

This Being A Residential Building will Mirror uses Behind.

7. What are the proposed hours of operation? Residential facility

**D. FINDINGS:** The following criteria form the basis for approval or denial of the Conditional Use Permit. The burden of satisfactorily addressing these criteria lies with the applicant. Review the criteria below and discuss how the proposal conforms to the criteria. If the proposal does not conform to the criteria, describe how it will be mitigated.

1. Describe how the proposal conforms to the applicable goals and policies of the Whitefish City-County Growth Policy.

The City of Whitefish GROWTH policy - To promote Safe & reliable Living units for residents of Whitefish. This 5 unit meets that criteria Also the proximity of the project provides safe pedestrian to down town shopping -

2. Describe how the proposal is consistent with the purpose, intent and applicable provisions of the regulations.

City Regulations promote the welfare of Surrounding residents and promote safety. This Five unit Building meets all Safety regulations for Fire separation. Also This project MEETS the parking requirements. The Scale & Architechural Detailing is in Keeping with the Surrounding Neighborhood.

3. How is the property location suitable for the proposed use? Is there adequate usable land area? Does the access, including emergency vehicle access, meet the current standards? Are environmentally sensitive areas present on the property that would render the site inappropriate for the proposed use?

There is NO environmentally sensitive area present on the site. The property's location between commercial & Residential uses is Ideal for multi-Family. The Size of the site is ALSO IDEAL FOR a 5 unit Building Supporting Emergency Vehicle Access.

4. How are the following design issues addressed on the site plan? PLEASE SEE SHEET A1
   a. Parking locations and layout - SIDE & REAR OF Building.
   b. Traffic circulation - Alley to O'Brien.
   c. Open space
   d. Fencing/screening — WEST SIDE ALONG O'BRIEN.
   e. Landscaping — Landscape privacy Hedge Along South border



Revised 12-31-13

8. How is the proposal compatible with the surrounding neighborhood and community in general in terms of the following:
   a. Structural bulk and massing
   b. Scale
   c. Context of existing neighborhood
   d. Density
   e. Community Character

For the size & the property & prior Approved mixed use Building By the City of Whitefish
This 5 unit Building is IDEAL in its massing & scale to the Surrounding Neighborhood (in comparison)
The Architectural Detailing & elements lend itself to enhancing current Neighborhood character As well.

WEST ELEVATION

SCALE: 1/4" = 1'-0"

EAST ELEVATION

SCALE: 1/4" = 1'-0"

| REVISIONS | BY |
|---|---|
| | |
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LICENSED ARCHITECT

CHAD E. PHILLIPS

3190

WHITEFISH, MT

STATE OF MONTANA

DRAWING

ELEVATIONS

PROJECT PHASE

PRELIMS

CLIENTS

**GREG EATON**

O'BRIEN AVENUE

WHITEFISH, MT 59937

[redacted]

309 WISCONSIN AVE.

WHITEFISH, MT.

59937

PH. 406-407-0247

**PHILLIPS ARCHITECTURE AND PLANNING, INC.**

WWW.PHILLIPSARCHITECTURE.COM

| | |
|---|---|
| DATE: | 05/14/2014 |
| SCALE: | 1/4"=1'-0" |
| DRAWN: | CP |

SHEET

**A3**

NORTH ELEVATION

SCALE: 1/4" = 1'-0"

SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

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LICENSED ARCHITECT

CHAD E. PHILLIPS

3190

WHITEFISH, MT

STATE OF MONTANA

DRAWING
ELEVATIONS

PROJECT PHASE
PRELIMS

CLIENTS
**GREG EATON**
O'BRIEN AVENUE
WHITEFISH, MT 59937


309 WISCONSIN AVE.
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59937
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| DATE: | 05/14/2014 |
| SCALE: | 1/4"=1'-0" |
| DRAWN: | CP |
| SHEET | **A2** |

## UPPER LEVEL PLAN

SCALE: 1/4" = 1'-0"

NORTH

2 BEDROOM LIVING SQ.FT. = 1,308
2 BEDROOM UNITS + DEN LIVING SQ.FT. = 1,476

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LICENSED ARCHITECT
CHAD E. PHILLIPS
3190
WHITEFISH, MT
STATE OF MONTANA

DRAWING
UPPER LEVEL PLAN

PROJECT PHASE
PRELIMS

CLIENTS
**GREG EATON**
O'BRIEN AVENUE
WHITEFISH, MT 59937

[redacted]
309 WISCONSIN AVE.
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PH. 406-407-0247

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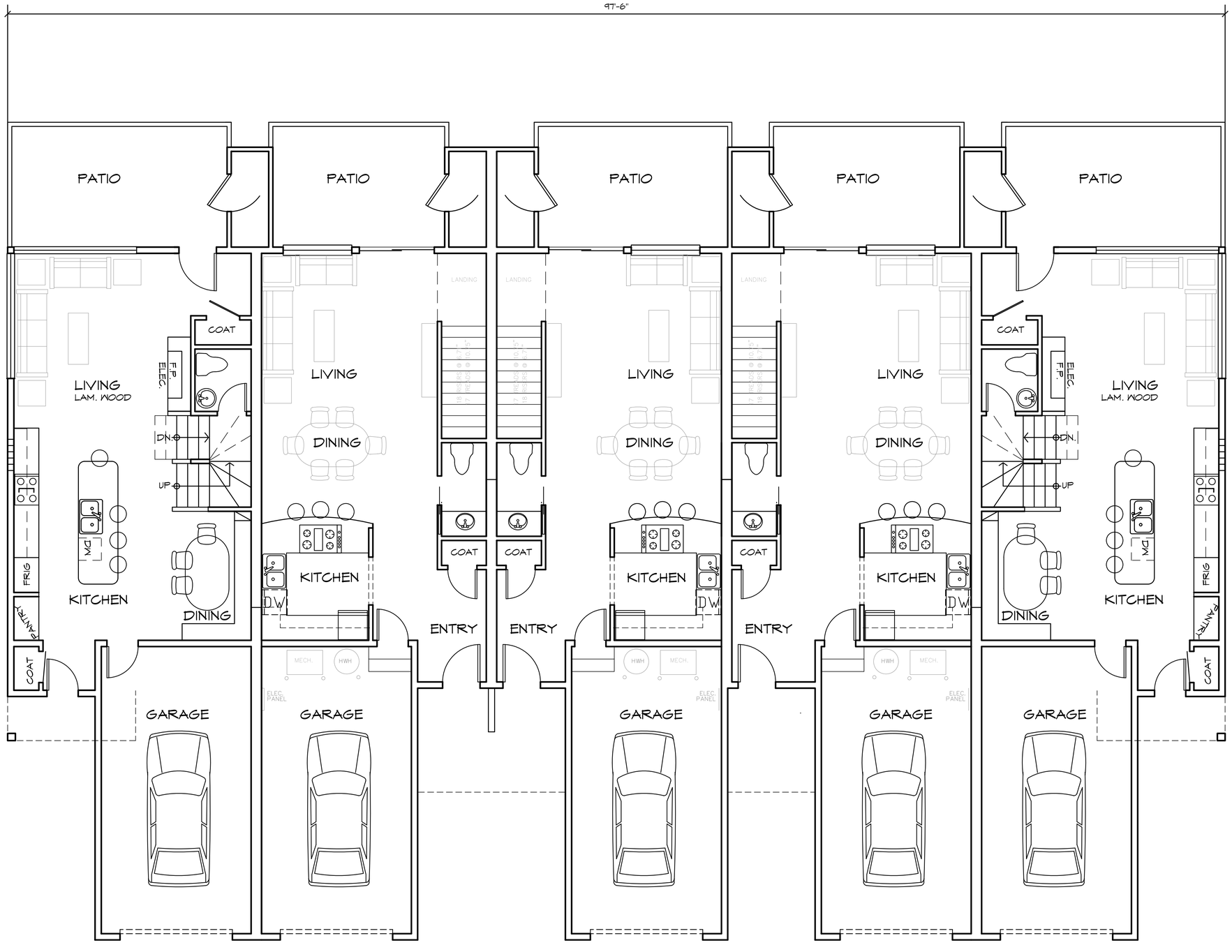
|---|---|
| DATE: | 04/16/2014 |
| SCALE: | 1/4"=1'-0" |
| DRAWN: | CP |
| SHEET | **A5** |




MAIN LEVEL PLAN

SCALE: 1/4" = 1'-0"

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NORTH

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LICENSED ARCHITECT

CHAD E. PHILLIPS

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WHITEFISH, MT

STATE OF MONTANA

DRAWING

MAIN LEVEL PLAN

PROJECT PHASE

PRELIMS

CLIENTS

GREG EATON

O'BRIEN AVENUE

WHITEFISH, MT 59937

[redacted]

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WHITEFISH, MT.

59937

PH. 406-407-0247

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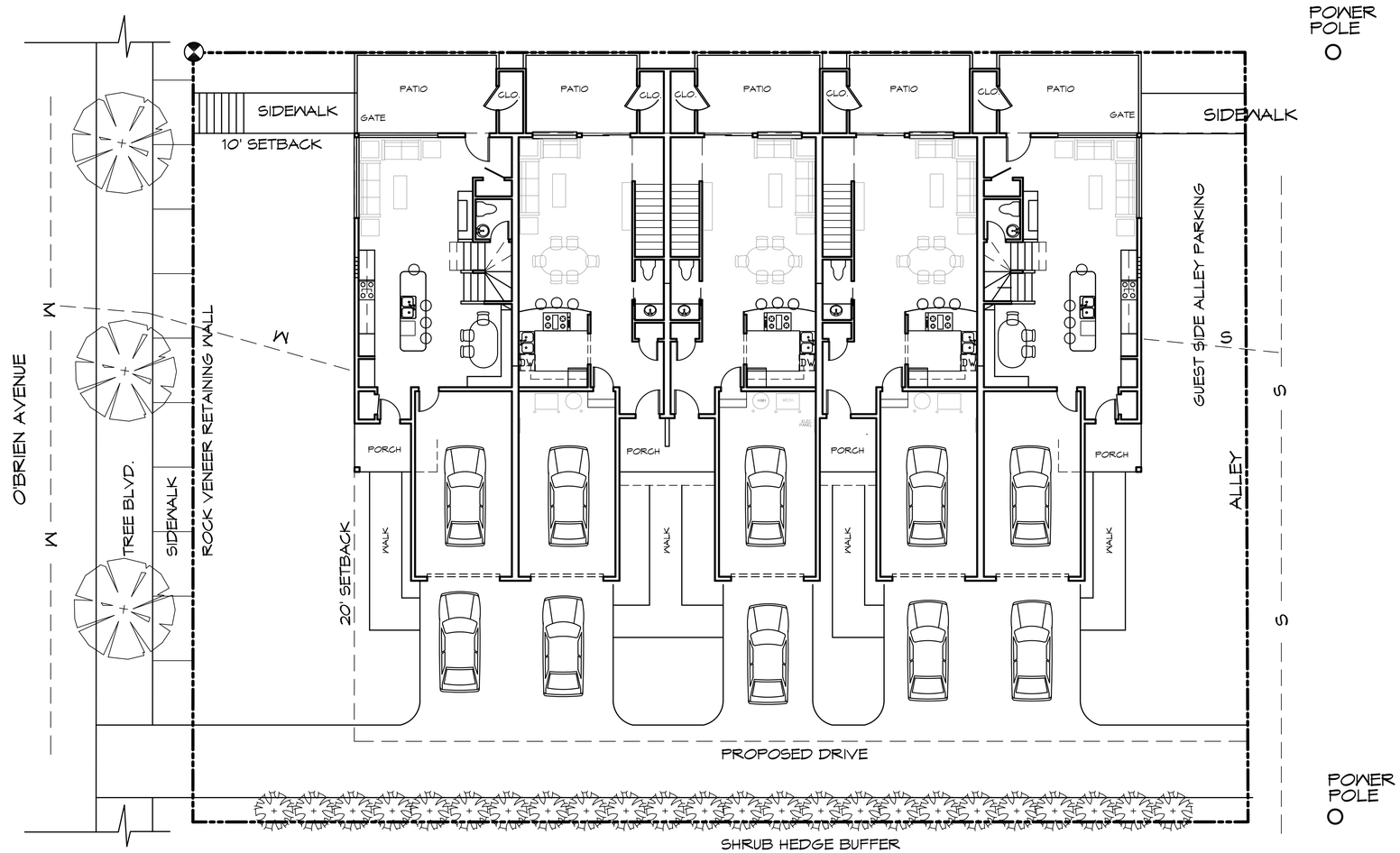
|---|---|
| DATE: | 04/16/2014 |
| SCALE: | 1/4"=1'-0" |
| DRAWN: | CP |

SHEET

A4




SITE PLAN

SCALE: 1/8" = 1'-0"

NORTH

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LICENSED ARCHITECT

CHAD E. PHILLIPS

3190

WHITEFISH, MT

STATE OF MONTANA

DRAWING

SITE PLAN

PROJECT PHASE

PRELIMS

CLIENTS

**GREG EATON**

O'BRIEN AVENUE

WHITEFISH, MT 59937

[redacted]

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59937
PH. 406-407-0247

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|---|---|
| DATE: | 05/15/2014 |
| SCALE: | 1/8"=1'-0" |
| DRAWN: | CP |

SHEET

**A1**

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

July 1, 2014

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

Mayor Muhlfeld and Councilors:

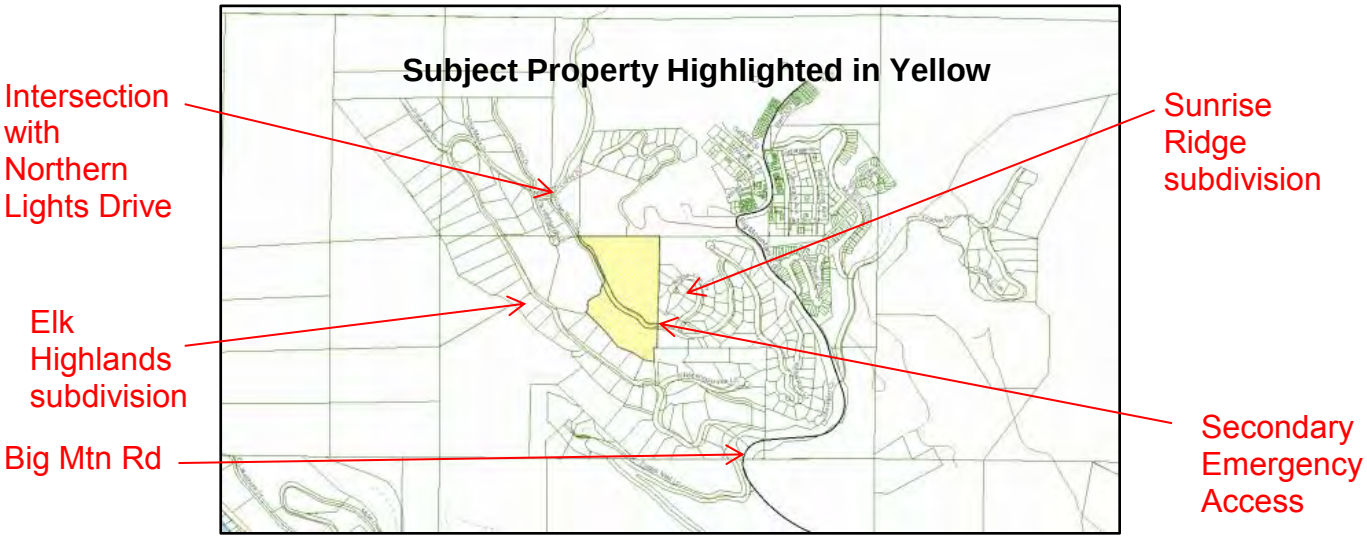
**Request to Extend the Preliminary Plat for Wapiti Woods at Elk Highlands (WPP 09-18)**

Request/Background:
This office is in receipt of a letter from Thomas Penaluna, on behalf of Elk Highlands Inc., requesting a 24-month extension for the Wapiti Woods at Elk Highlands preliminary plat. The Wapiti Woods at Elk Highlands preliminary plat is a 34-lot subdivision on 24.054 acres located on Big Mountain – between Ridge Top Drive, Elk Highlands Drive and Northern Lights Drive and can be described as Tract 5 in S2 T31N R22W. Attached to this report are the conditions of approval and the preliminary plat map.

The preliminary plat was approved by the Whitefish City Council on August 17, 2009. In 2012, the Council granted an additional 24-month extension under HB 522 that provided local jurisdictions additional flexibility. The preliminary plat now expires August 17, 2014.

This matter was on the Council agenda on April 7, 2014. The applicant requested the item be postponed until the July 7, 2014 meeting in order to meet with neighbors and address their concerns. Comments received for the April meeting and July meeting are included in this packet.

Location of Subdivision:
Below, please find a map showing the location of the preliminary plat in relation to the surrounding neighborhood. Staff has identified both neighboring subdivisions as well as notable roads. Also, attached to this packet of information, please find a vicinity map showing the location of the subdivision in relation to this portion of the Big Mountain neighborhood.




Current Report:
This subdivision is located within the Whitefish planning jurisdiction and is zoned BR-4 (Flathead County Planned Resort). Upon review of the file, issues raised during the public hearing process included:

- *Secondary Emergency Access.* The project is designed with a main entrance off Northern Lights Drive and a secondary emergency access into the Sunrise Ridge subdivision to the east. The emergency access road is proposed to be a locked secondary emergency access. The Big Mountain Fire Department was satisfied with this approach, as was the Council.

- *Right-of-way Width for Private Roads.* All the roads within the Elk Highlands development are private. The applicant proposed two of the private roads to have a 40-foot right-of-way. This narrower right-of-way did not reduce the width of the actual paved roadway. The purpose of the narrower right-of-way is to reduce the amount of clearing and grading needed to install the roadway. The Council approved this request.

*Change in Standards:*
Since 2009, when this project received preliminary plat, certain regulations have been amended including the Subdivision Regulations. Below is a summary of items that changed and are pertinent to this preliminary plat:

- This project was approved during an earlier version of the Water Quality Protection regulations (formerly known as the Critical Area regulations). Conditions 6-8 required the applicant, prior to final plat, to conduct a Site Stability Analysis on each lot to see if additional geotechnical analysis would be warranted. The City Council has since amended this section of the regulations to eliminate the Site Stability

Analysis.[1] The subdivision regulations were also modified to incorporate slope analysis at the time the lots are created. There are two aspects in the new subdivision regulations:

1) Identifying a 'clearing limits' on a slope of less than 30% where all the lot's development would occur (§12-4-12A); and
2) Site characterization of lots with slopes greater than 10% to determine whether or not additional geotechnical analysis would be warranted prior to development. (§12-4-10A)

Tree protection standards (§12-4-5) and Wildland Urban Interface standards (§12-4-6) have been added that are more detailed than the previous subdivision regulations. Condition #14 is related to wildland fire concerns. This particular neighborhood has been a leader in wildland urban interface mitigation over the years. They have removed trees to minimize neighborhood damage in the event of a fire.

Public Comment

A notice was mailed to adjacent land owners within 300-feet of the preliminary plat on March 14, 2014. A notice of the public hearing was published in the *Whitefish Pilot* on March 19, 2014. Comments received for the April meeting had the following concerns:

- Subdivision's relationship with the larger Elk Highlands Homeowners' Association as far as maintaining the roads, ski lift, etc.
- Using the Elk Highlands name as part of the subdivision name
- Density of the project and being out of character with the larger neighborhood
- Timeframe for build-out
- Storm water retention and erosion control
- Impact on utilities
- Noise, outdoor lighting, development on the ridge
- Safety at the intersection with Northern Lights Drive
- Use of Ridge Run Drive as an emergency access
- Impact on the environment and loss of green space
- Subdivision variance for the street width
- Rezone to allow more units (This request accompanied the preliminary plat in 2009)
- Effects on the ski access trail, chair lift and grooming for Elk Highlands/Northern Lights North
- Effects on property values
- Installation of the roads and the homes on steep lots
- Snow removal
- Impacts on the Home Again ski trail
- Impacts from the proposed Community Center

A subsequent notice for this current hearing was mailed to adjacent land owners within 300-feet of the preliminary plat on June 13, 2014. A notice of the public hearing was published in the *Whitefish Pilot* on June 18, 2014. As of the writing of this report, we

[1] Now a geotechnical analysis is a requirement only for development within 200-feet of a water body and on a slope of 10% or greater.

have received 12 letters – all in opposition of the request. Neighboring property owners continue to be concerned with many of the issues identified above. It is difficult to briefly summarize neighborhood concerns in this transmittal as they are vast and varied. All the emails and letters received from the public are attached and should be carefully reviewed by the Council. Overall, the neighbors feel that they were unaware of the project, that conditions in the neighborhood have changed and the project deserves to go back through the review process to ensure adequate public participation. Additional concerns from the neighborhood include:

- That the homes may be rentals and not permanent dwellings
- Increased traffic
- Road access
- Increase in noise
- Loss of trees
- Loss of wildlife
- Less noticing requirement in 2009; now more people know about the project and conditions have changed to warrant more neighborhood input
- There were some suggestions for improvement to the project including removing lots, rearranging lots and changing the street access for the project
- Poor public noticing in 2009
- Discrepancy in the acreage of the project staff report versus preliminary plat map. (NOTE: The application states 34.054 acres and both the plat map and the state of Montana CAMA webpage state 24.054 acres. The application must be a typo that staff used for the staff report and public notice. However, this typo does not place the project out of compliance with the Overall Development Plan.)

Recommendation:
Staff recommends the Council **approve** the request to extend the Wapiti Woods at Elk Highlands preliminary plat for 24 months, expiring on August 17, 2016 based on the following findings of fact:

**Finding 1:** The 34-lot preliminary plat was approved by the Council on August 17, 2009. In 2011, the Council granted an additional 24-month extension under HB 522 that provided local jurisdictions additional flexibility. The preliminary plat now expires August 17, 2014.

**Finding 2:** No other development or third party will be harmed if the preliminary plat is extended.

**Finding 3:** A legal notice was published in the *Whitefish Pilot* on March 19, 2014 and public notice was mailed to property owners within 300-feet of the project on March 14, 2014. As of the writing of this report, 11 letters were received.

**Finding 4:** A legal notice was published in the *Whitefish Pilot* on June 18, 2014 and public notice was mailed to property owners within 300-feet of the project on June 13, 2014. As of the writing of this report, 12 letters have been received.

Sincerely,

Wendy Compton-Ring, AICP
Senior Planner

Att: Extension Request Letter, 6-16-14
Conditions of approval, 8-17-09
Preliminary plat map, 5-19-09
Vicinity Map, 5-19-09
Legal Notice, *Whitefish Pilot*, 6-18-14
Adjacent Landowner Notice, 6-13-14
*Public Comments Received for April 2014 Hearing:*
Email, Dan Graves, 3-18-14
Email, Alan & Susan Barclay, 3-23-14
Email, Richard & Susan Williams, 3-24-14
Email, Paul Okerberg, 3-24-14
Email, Karl & Carol Moody, 3-24-14
Email, Wes & Marie Reynolds, 3-25-14
Email, Jay & Sheila Johnston, 3-28-14
Email, Jerry & Rhona Meislik, 3-29-14
Email, James Stroud, 3-30-14
Email, Paul Okerberg, 3-31-14
Email, James Wheat, 3-31-14
Email, Rich and Nancy Castor, 4-6-14
Email, Phil and Janet Spanninger, 4-7-14
*Comments Received for July 2014 Hearing:*
Email, Jerry & Rhona Meislik, 6-24-14
Email, Kenneth Higby, 6-24-14
Email, Richard & Susan Williams, 6-25-14
Email, Carol Moody, 6-27-14
Email, Dave & Sue Wickersham, 6-27-14
Email, Bill & Chere Prados, 6-30-14
Email, Steven Winegar, 6-30-14
Email, Harold & Joy Van Der Molen, 6-30-14
Email, James Stroud, 6-30-14
Email, Karl Moody, 6-30-14
Email, John Hughes, 6-30-14
Email, Paul Okerberg, 6-30-14

c/w/att: Necile Lorang, City Clerk

c/w/o/att: Thomas Penaluna, Elk Highlands Inc, PO Box 805 Waterloo, IA 50704
Eric Mulcahy, Sands Surveying 2 Village Loop Kalispell, MT 59901

ELK HIGHLANDS
Big Mountain • Montana

Elk Highlands, Inc. • Box 2100, Whitefish, MT 59937 • Tollfree: 1-888-502-4468 • Phone: 406-862-8371 • Fax: 406-862-8373 • www.elkhighlands.com

June 16, 2014

Ms. Wendy Compton-Ring, Senior Planner
City of Whitefish Planning & Building Dept.
Whitefish, MT 59937

Regarding: Request to Extend the Preliminary Plat for Wapiti Woods at Elk Highlands (WPP 09-18)

Dear Mayor and Counsel;

At our request you were kind enough to give us an extension to our hearing date to July 7th Council meeting to address concerns we have been receiving from home owners in the Big Mountain Home Owners Association and Elk Highlands Home owners.

Due to the market conditions we requested an extension to that preliminary plat which was granted to us on August 17, 2009 and because of the economy, extended on June 20, 2011. We are once again before the City Council to get that preliminary plat extended, which we believe will provide us enough time to get our development underway.

We requested additional time because of complaints that have come up. The complaints hinged around two or three primary issues that have not come up at any of the previous two hearings.

After sitting down with both groups of people it would appear that most of the concerns center around incorrect assumptions of this new development. Those who we have not had an opportunity to meet with, for whatever reason, may still have objections. However, the development will address all of the 20 stipulations that were outlined by the Whitefish City Council on August 17, 2009 which address many if not all of the objections we have been hearing.

We are the developers of Elk Highlands sub-development which has turned out to be one the premier developments in Montana and a true asset to Whitefish and the surrounding area. No other development or third party will be harmed if this is extended. We can assure you that this will be another Elk Highlands, Inc. development that the whole area can be proud of.

We would appreciate extension of this Preliminary Plat for another 24 months.

Sincerely,

Thomas R. Penaluna

Kenneth A. Lockard

ELK HIGHLANDS
Big Mountain • Montana

Elk Highlands, Inc. • Box 2100, Whitefish, MT 59937 • Tollfree: 1-888-502-4468 • Phone: 406-862-8371 • Fax: 406-862-8373 • www.elkhighlands.com

April 2, 2014

Ms. Wendy Compton-Ring
Senior Planner
City of Whitefish Planning & Building Dept.
Whitefish, MT 59937

Dear Ms Compton-Ring:

This letter will serve to communicate to you and the Whitefish City Counsel regarding our request for an extension to Wapiti Woods at Elk Highlands Preliminary Plat; WPP-09-18.

Wapiti Wood at Elk Highlands (aka Phase 3 of Elk Highlands) has been in the planning stages since the 219 acre property was purchased in 2003 when Elk Highlands was conceived.

As part of the Elk Highlands development (Phases 1 & 2), 104 acres were donated by the Developer to create a conservation easement protecting a significant area in the Hell Roaring Drainage.

In 2009 Elk Highlands proposed an amendment to the Big Mountain Overall Development Plan (ODP) for the 24 acres known as Wapiti Wood @ Elk Highlands. The ODP which was approved by the Whitefish City Council, allowed an increase in density from 18 units to 34 units with the intention of building smaller resort cabins in a clustered design preserving 52% of the 24 acres in open space. Even if the preliminary plat of Wapiti Wood expires, the Big Mountain ODP preserves the 34 units of density on the 24 acre site as the ODP does not expire.

Wapiti Wood @ Elk Highlands went through the extensive application and hearing process for approval of the ODP and Preliminary Plat with the City of Whitefish. Issues such as emergency access, density, subdivision design, open space, traffic, and skier access were discussed, addressed, and conditioned by the Whitefish City-County Planning Board and Whitefish City Council back in 2009.

With respect to the Emergency Vehicle Access and its connection with Sun Rise Ridge, Flathead County conditioned WSI, the developers of Sun Rise Ridge and its subsequent phases to provide emergency egress through the property that is known as Wapiti Wood. Refusal by the Sun Rise Ridge HOA to allow gated emergency egress on Ridge Run Drive would be a violation of the Sun Rise Ridge Subdivision approval that was granted by the County back in 1991.

In addition, when Elk Highlands, Inc. purchased the Wapiti Wood property, it contained an Emergency Access Easement Agreement granting Elk Highlands use of Ridge Run Drive as emergency egress thereby fulfilling the condition of approval for the Sun Rise Ridge Development and also providing for reciprocal use by Elk Highlands, Inc. properties. Document attached.

We have received communications from individuals of the Elk Highlands Phase 1 & 2 residential development as well as individuals from the Big Mountain Home Owners Association. We have met with members of both Elk Highlands Home Owners and the Big Mountain Home Owners Association and believe we have answered most, if not all questions and concerns regarding our project once again. It would appear most of the questions surrounded misunderstandings regarding our project. We will be in attendance at your meeting on Monday, April 7, 2014 to answer any further questions you may have.

Wapiti Wood building standards will be very high, and the subdivision is a much different market offering from that in Elk Highlands. This subdivision faces Big Mountain and will not impact Elk Highlands or Sun Rise Ridge developments. It will be seen as another high quality asset to the Whitefish Mountain Resort neighborhoods, the same as Elk Highlands phases 1 & 2.

The last 5 years has been very hard on such developments for obvious reasons. We believe the market is changing and we expect to be able to get this project underway in the very near future. We respectfully request your extension of the Wapiti Wood at Elk Highlands as have been granted to the others because of the poor economy.

Respectfully,

Thomas R. Penaluna, Partner

Kenneth A. Lockard, Partner
**Elk Highlands, Inc.**

**Exhibit A**
**Wapiti Woods at Elk Highlands**
**Preliminary Plat**
**WPP-09-18**
**Whitefish City Council**
**Conditions of Approval**
**August 3, 2009**

The Whitefish City Council approved of the following requested subdivision variances:

- **Right of Way Width** from 60-feet to 40-feet;
- **Maximum Loop/Cul De Sac Length** from the maximum of 1000-feet as the applicant has installed a gated emergency/secondary route through the Sunrise Ridge neighborhood; and
- **Lighting Standards** from the requirement to install street lighting on the private roads.

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

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 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 infrastructure improvements (sewer, roads, stormwater management, etc.) shall be designed and inspected by a licensed engineer and in accordance with the City of Whitefish's design and construction standards. The City of Whitefish Public Works Department shall review and approve sewer, stormwater, grading and erosion control plans. Plans for grading, drainage, utilities, streets and other improvements shall be submitted as a package and reviewed concurrently. No individual improvement designs shall be accepted by Public Works.

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, on-site stormwater retention, drainage easements or other drainage facilities or appurtenances needed to serve the subject property. This plan, also located within the Homeowners' Association Conditions Covenants and Restrictions, 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.

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.

6. Approval of the preliminary plat is subject to subsequent approval of detailed site stability analysis according to Section 3.I. of Ordinance 09-04 for the roadway. Through review of the site stability analysis, applicant is advised that the number, density and/or location building lots shown on the preliminary plat may change depending upon site stability recommendations.

7. Lots 13 and 16 shall conduct a site stability analysis pursuant to Section 3.I. of Ord. 09-04 prior to any construction on the site. This note shall be placed on the face of the plat.

8. If development of any other lots occurs on slopes of 40% or greater, a site stability analysis pursuant to Section 3.I. of Ord. 09-04 shall be required prior to the construction of the lot. This note shall be placed on the face of the plat.

9. All roads within the subdivision shall be built to City of Whitefish Public Works Standards and the Whitefish Subdivision Regulations and certified by a licensed professional engineer unless otherwise approved by the

Public Works Director. Public utilities shall only be located in road rights-of-way unless otherwise approved by the Public Works Director.

10. The City of Whitefish Public Works Department shall review and approve sewer, stormwater, grading and erosion control plans.

11. All on-site lighting shall be dark sky compliant and meet the requirements of the City's Outdoor Lighting ordinance.

12. A Certificate of Subdivision Approval be obtained from the Department of Environmental Quality and written approval by the Big Mountain Water Company and Big Mountain Sewer District approving the water and sewage treatment facilities for the subdivision.

13. Prior to approval of the final plat, the applicant shall produce a copy of the proposed Covenants, Conditions and Restrictions (CC&Rs) for the Wapiti Woods at Elk Highlands Subdivision Homeowners' Association (HOA) providing for:
    - Long-term maintenance of the open spaces, landscape buffers, private streets and trails.
    - Long-term weed management plan. The weed management plan shall be submitted to the Flathead County Weed Department for review and approval prior to final plat.
    - Snow removal on the roads and emergency access as a HOA responsibility.
    - Long-term maintenance plan for drainage and stormwater management facilities.

14. The following notes shall be placed on the face of the plat:
    a. Building numbers shall be posted on the buildings in a clearly visible location.
    b. All utilities shall be underground.
    c. Unit owners are advised that they are moving into an area frequented by large and potentially dangerous wild animals. As such, owners are strongly encouraged to contact the Montana Department of Fish, Wildlife and Parks and obtain information on living with wildlife. The feeding of birds or other wildlife is discouraged as it may attract large predatory animals such as mountain lions and bears.
    d. Buildings shall be constructed to maintain "defensible space" in accordance with City of Whitefish Subdivision Regulations.
    e. All structures shall have only Class A or B fire-resistant roofing materials as rated by the National Fire Protection Association.
    f. The internal roads shown on the final plat are intended to be privately owned and maintained and open to the public, including parking. It is understood and agreed that these internal roadways do not conform to City requirements for public roadways. Because of the road

configuration, they are not suitable for all-season maintenance by the public authority. The owners (and successors in interest) of the lots described in this plat will provide for all-season maintenance of the private roadways by creation of a corporation or association to administer and fund the maintenance. This dedication is made with the express understanding that the private roadways will never be maintained by any government agency or public authority. It is understood and agreed that the value of each described lot in this plat is enhanced by the private nature of said roadways. Thus, the area encompassed by said private roadways will not be separately taxed or assessed by any government agency or public authority.

15. The Sun Rise Ridge Homeowners' Association shall issue written approval for the use of their roadway for emergency vehicles. Their roadway also needs to be maintained in a driveable condition year round including plowing through the gate.

16. All areas disturbed because of road and utility construction shall be re-seeded as soon as practical to inhibit erosion and the spread of noxious weeds.

17. The Big Mountain Fire Department shall approve the access and hydrant location. A written approval shall be submitted along with the final plat application(s). hydrant placement, sprinkling of buildings, design of buildings to ensure the Fire Department can 'ladder-up' to upper stories and turning radius for the proposed street system, hydrant flows.

18. Common off-street mail facilities shall be provided by the developer and approved by the local post office.

19. This preliminary plat is valid for three years from Council action.

20. Ridge Run Drive, within Wapiti Woods at Elk Highlands, shall be renamed prior to final plat.

By: SANDS SURVEYING, Inc.
2 Village Loop
Kalispell, MT 59901
(406) 755-6481

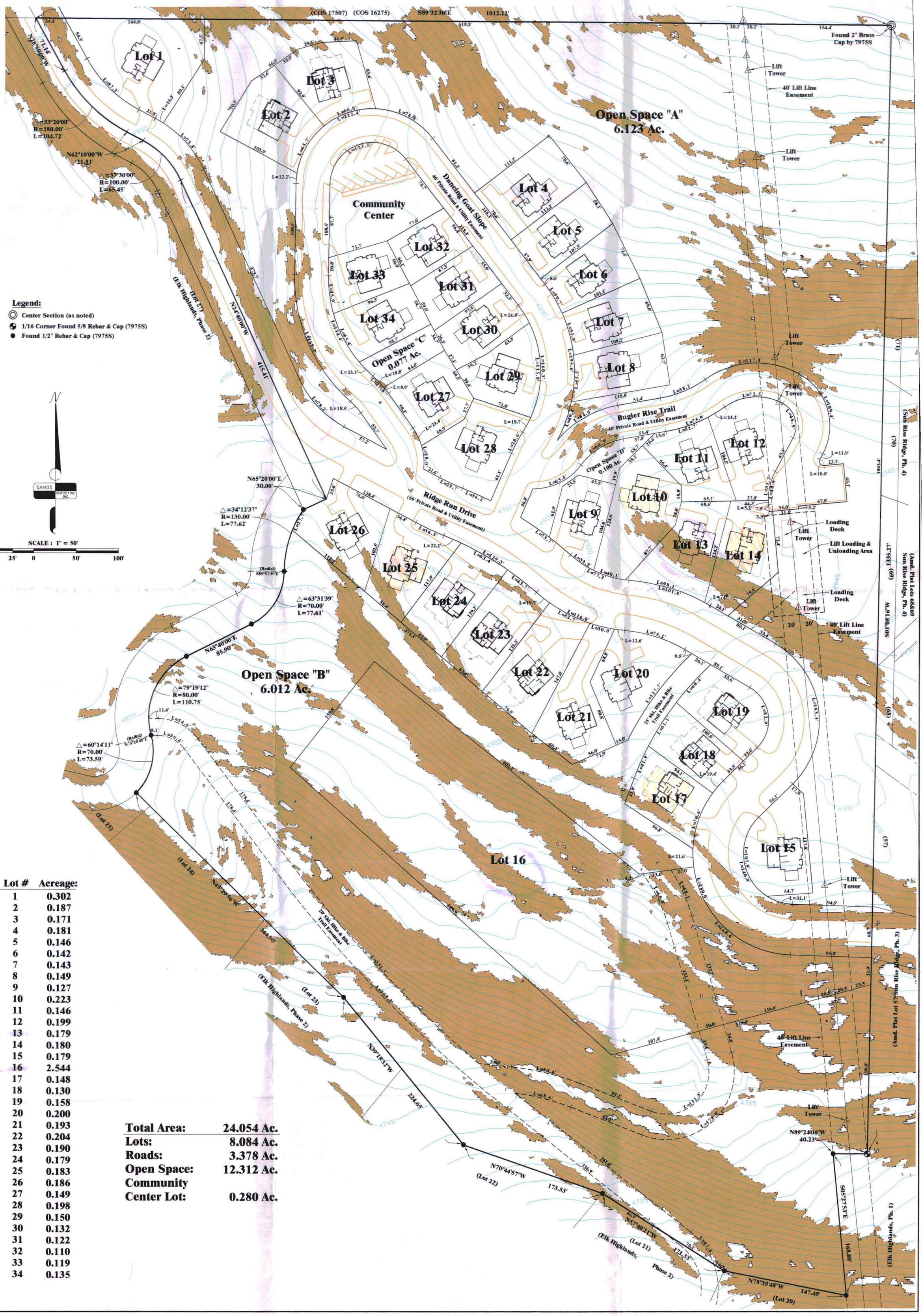
APPROVED
CITY OF WHITEFISH
PLANNING DEPARTMENT
6-3-09
w/written City Council

JOB NO: 93217 (194202.dwg)
DATE: May 19, 2009
FOR/OWNER: Elk Highlands Inc.

# Preliminary Plat of:
# Wapiti Wood at Elk Highlands

**In the E1/2SW1/4 Sec. 2, T.31N., R.22W., P.M.,M., Flathead County, Montana**

**Notes:**
Vertical Datum: NAVD 88
Contour Interval = 5'




| Lot # | Acreage: |
|---|---|
| 1 | 0.302 |
| 2 | 0.187 |
| 3 | 0.171 |
| 4 | 0.181 |
| 5 | 0.146 |
| 6 | 0.142 |
| 7 | 0.143 |
| 8 | 0.149 |
| 9 | 0.127 |
| 10 | 0.223 |
| 11 | 0.146 |
| 12 | 0.199 |
| 13 | 0.179 |
| 14 | 0.180 |
| 15 | 0.179 |
| 16 | 2.544 |
| 17 | 0.148 |
| 18 | 0.130 |
| 19 | 0.158 |
| 20 | 0.200 |
| 21 | 0.193 |
| 22 | 0.204 |
| 23 | 0.190 |
| 24 | 0.179 |
| 25 | 0.183 |
| 26 | 0.186 |
| 27 | 0.149 |
| 28 | 0.198 |
| 29 | 0.150 |
| 30 | 0.132 |
| 31 | 0.122 |
| 32 | 0.110 |
| 33 | 0.119 |
| 34 | 0.135 |

| | |
|---|---|
| Total Area: | 24.054 Ac. |
| Lots: | 8.084 Ac. |
| Roads: | 3.378 Ac. |
| Open Space: | 12.312 Ac. |
| Community Center Lot: | 0.280 Ac. |

# Vicinity Map for:
# Wapiti Wood at Elk Highlands

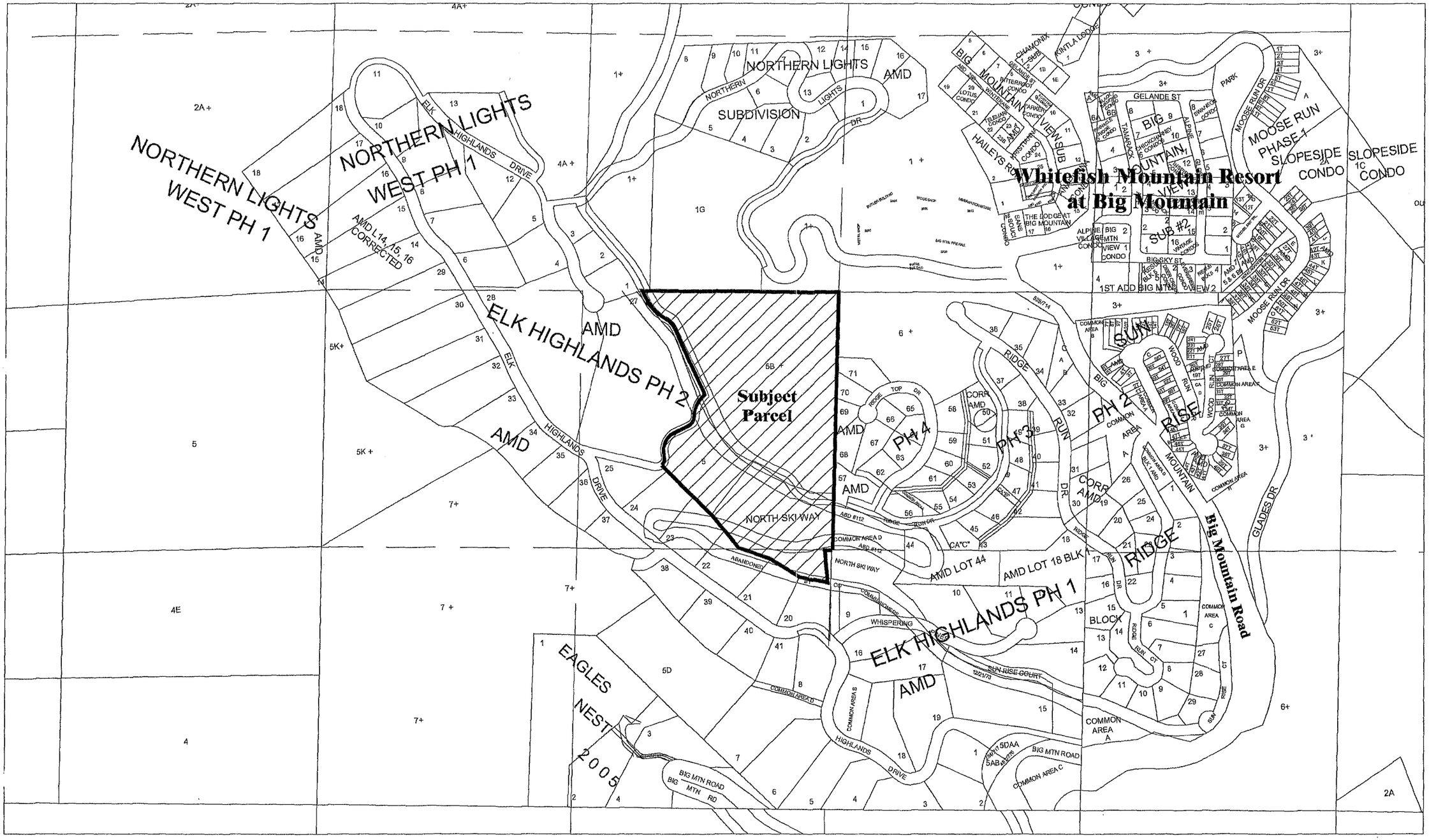
**In the E1/2SW1/4 Section 2, T.31N., R.22W., P.M.,M., Flathead County, Montana**

**SCALE : 1" = 500'**

**0 250' 500'**

N

SANDS SURVEYING INC.




**Project: 93217**

TO: office@whitefishpilot.com

PLEASE PUBLISH THE FOLLOWING LEGAL NOTICE ONCE ON June 18th

PLEASE BILL: City of Whitefish

**Do not publish above this line**

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**WHITEFISH CITY COUNCIL**
**NOTICE OF PUBLIC HEARING**

At the regular meeting of the Whitefish City Council on Monday, July 7, 2014 at 7:10 pm, the Council will hold a public hearing on the item listed below. The Council meets in Whitefish City Council Chambers, Whitefish, Montana.

1. A request by Thomas Penaluna, of Elk Highlands Inc, for a 24-month extension to the Wapiti Woods at Elk Highlands preliminary plat. The property is located on Big Mountain. Between Ridge Top Drive, Elk Highlands Drive and Northern Lights Drive and can be described as Tract 5 in S2 T31N R22W. (WPP 09-18) Compton-Ring

Documents pertaining to these agenda items are available for review at the Whitefish Planning & Building Department, 510 Railway Street, Whitefish, Montana 59937 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: *wcompton-ring@cityofwhitefish.org*. For questions or further information regarding this request, phone 406-863-2410.

WHITEFISH CITY COUNCIL
John Muhlfeld, Mayor

PO Box 158 Whitefish, MT 59937 (406) 863-2410 Fax (406) 863-2409

# Public Notice of Proposed Land Use Action

The City of Whitefish would like to inform you that Thomas Penaluna, on behalf of Elk Highlands Inc, is requesting a 24-month extension to the Wapiti Wood at Elk Highlands preliminary plat. This subdivision consists of 34 single family lots on 34.054 acres and is located between Ridge Top Drive, Elk Highlands Drive and Northern Lights Drive and can be described as Tract 5 in S2 T31N R22W. The property is undeveloped and is zoned BR-4 (Flathead County Resort Business). The preliminary plat was approved by the Whitefish City Council in August 17, 2009 and received an extension until August 17, 2014.

You are welcome to provide comments on the project. Comments can be in written or email format. The City Council will hold a public hearing and take final action for the request on:

**Monday, July 7, 2014**
**7:10 p.m.**
**Whitefish City Council Chambers, City Hall**
**402 E. Second Street, Whitefish MT 59937**

On the back of this flyer is the approved preliminary plat. 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 *wcompton-ring@cityofwhitefish.org*. Comments received by the close of business on Monday, June 30, 2014, will be included in the packets to Councilors. Comments received after the deadline will be summarized to Councilors at the public hearing.

PLEASE SHARE THIS NOTICE WITH YOUR NEIGHBORS

# Public Comments Received for April 2014 Hearing

## Wendy Compton-Ring

**From:** Dan Graves <dgraves@skiwhitefish.com>
**Sent:** Tuesday, March 18, 2014 5:03 PM
**To:** Wendy Compton-Ring - City of WF
**Cc:** 'Tom Penaluna'
**Subject:** Wapiti Wood - Extension

Hi Wendy,

I'll be at that meeting in support, but wanted to give you the heads up that I'm in favor of this extension by Elk Highlands. I totally understand their situation in wanting to keep a plat "alive" during this less than stellar real estate market for resort property. I hope the Planning Dept. and the Town Council supports this extension. I'm sure you must understand the high cost of investment and the high risks. As with all businesses there is a model...or there should be. I'm sure the Elk Highlands business model needs the plat to stay alive. I believe it's not only good for them, but also good for the local region and Whitefish. The development has been first class and built with wonderful standards. The homeowners owners may not be full time residents, but they do spend money in the local community, bring friends and family, and pay high property taxes that support local government.

**********

Daniel Graves
President
Whitefish Mountain Resort
Office 406-862-2978
Cell 406-871-1605
Fax 406-862-2955

*" It is easier to do a job right than to explain why you didn't. "*

*— Martin Van Buren*

**Wendy Compton-Ring**

| | |
|---|---|
| **From:** | Barclay Alan <alan_barclay@yahoo.com> |
| **Sent:** | Sunday, March 23, 2014 6:33 PM |
| **To:** | wcompton-ring@cityofwhitefish.org |
| **Cc:** | alan.barclay@intrepidinc.com |
| **Subject:** | Comments on the 24-Month Extension of Wapiti Wood at Elk Highlands Preliminary Plat |

To Whom It May Concern,

As property owners in Elk Highlands, we have these concerns regarding the proposed plat extension for Wapiti Wood at Elk Highlands:

1. They should not be taking advantage of our subdivision name, Elk Highlands. It is not a subdivision of Elk Highlands.

2. What access do they have to the proposed development site? We own and maintain the roads in the Elk Highlands subdivision. Are we to subsidize the development of another property via traffic and wear and tear on our streets? Will they repair the roads as they go?

3. Elk Highlands property owners pay hefty HOA dues, in large part to pay for the chairlift. The proposed Wapiti Wood subdivision is uphill of us, will share the ski trail home, and will have access to our chairlift. Are they also going to contribute to the maintenance of the chairlift and the ski trail?

Sincerely yours,

Alan and Susan Barclay
Elk Highlands Property Owners Lot #16
3065 High Mountain Dr.
Huntsville, AL 35811
PH: 256/658-4820 (Alan)
PH: 256/714-9563 (Susan)

## Wendy Compton-Ring

**From:** Rick Williams <rickwill@rochester.rr.com>
**Sent:** Monday, March 24, 2014 11:10 AM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** Wapiti Wood development in Elk Highlands

Dear Planner,

With regards to the proposed development I would like to express my concerns as a local resident near this project:

1) Density of development (to high) in a single family residential neighborhoods and impact on ridge line profile with regards to proposed lots.
2) Timeframe , how long would a build out be a few years or constantly over 15 years
3) ingress and egress via Ridge Run/Northern Lights Road and intersection (safety and wear and tear).
4) Lighting designs and impact/noise
5) Impact on current utilities and how will shared maintenance occur.
6) Impact on slopes and erosion into Haskel Basin since some of this area is low and acts as a detention/retention pond during periods high runoff.

Please consider the above during approval of this project.

Sincerely,

Richard and Susan Williams
543 Elk Highlands Drive
Whitefish, Mt

Please use e-mail for a response.
rickwill@rochester.rr.com

**Wendy Compton-Ring**

**From:** Paul Okerberg <paulokerberg@bellsouth.net>
**Sent:** Monday, March 24, 2014 3:40 PM
**To:** Wendy Compton-Ring
**Subject:** Re: Wapiti Woods -

Thanks Wendy for the requested info.

In short, please include this e-mail as part of the public comment period.

Big Mountain HOA (comprised of the Sunrise Ridge and Wood Run subdivisions) will not support any change to the current closed, gated, uphill end of Ridge Run Drive (at the junction of Ridge Run Drive and Ridge Top Court) with respect to access - emergency egress or otherwise. Our roads are privately owned and maintained and in addition to the expense of additional wear and tear by plowing/vehicular traffic - there are security and privacy concerns that result from the proposed plan (that has received preliminary approval from the City of Whitefish) that would connect our community with the proposed Wapiti Woods development.

Big Mountain HOA is also deeply concerned with the high density of the development and how that would severely impact the environment - both flora and fauna of our mountain community.

Paul Okerberg
President
Big Mountain Homeowner's Association

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**From:** Wendy Compton-Ring <wcompton-ring@cityofwhitefish.org>
**To:** Paul Okerberg <paulokerberg@bellsouth.net>
**Sent:** Monday, March 24, 2014 1:48 PM
**Subject:** Wapiti Woods -

I have included the plat map – you should be able to zoom around the map. I have also attached the approval letter, the original staff report and the letter to Council after the Planning Board public hearing. Please note condition #15 required a written agreement from the Sunrise Ridge HOA to use their roads as an emergency access and that the access be maintained in year-round drivable condition.

Let me know if you need any additional information.

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

## Wendy Compton-Ring

**From:** Misc Moody e-mail account <moody@MoodyUS.com>
**Sent:** Monday, March 24, 2014 7:13 PM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** Comments-Public Notice of Proposed Land Use Action-Wapiti Wood Preliminary Plat Extension

We appreciate the opportunity to submit these comments electronically regarding the City of Whitefish's Public Notice of Proposed Land Use Action whereby Elk Highlands, Inc. is requesting a 24 month extension for the preliminary plat for the Wapiti Wood subdivision at Elk Highlands (image below).

My wife and I were new to the area in July of 2009, when Elk Highlands, Inc. requested an amendment to the Big Mountain West Overall Development Plan to request a street width variance and to change the density of this subdivision from 18 to 35 units. At that time we did not fully understand the location of this subdivision, nor did we fully appreciate the potential adverse impacts which could arise from such a significant density increase. Accordingly, we did not submit comments regarding that proposed action, but in hindsight we wish we had submitted comments opposing these amendments.

After completing our residence at 566 Elk Highlands in late 2010 and having spent much more time here, we are more familiar with the area and can now envision the potential adverse implications of the July 2009 action. We preface these comments with a statement that we have come to love this area and believe that every effort should be made to keep it as pristine as possible and to minimize the adverse effects of future development. We realize that there will be future development, but we believe that it should be rational and controlled development, one key attribute of which would be reasonable density restrictions. We believe that the pre-amendment density permit for 18 units is much more rational than the 35 unit density previously granted.

As such, we are opposed to the City granting this extension. Given the number of new residences added since 2009 and the experience gained from observing this activity, we believe that the street variance and density amendments previously granted almost 5 years ago need to be revisited and vetted within this expanded community. Among the key issues/concerns which we believe need an updated, open discussion are:

- The rationale underlying the original street width variance;
- The rationale underlying the density amendment (both of which were approved over 5 years ago);
- The safety, sufficiency, and upkeep of the ingress and egress plans for the subdivision, especially the impact on Ridge Run Drive & Northern Lights Road;
- Lighting requirements and their potential impact;
- Noise issues;
- The potential impact on existing utilities and related maintenance; and
- The time frame for the proposed build out.

Again, we strongly oppose any extension for this particular plat, and we appreciate this opportunity to comment on this matter.

Respectfully Submitted:

Karl & Carol Moody
566 Elk Highlands Drive
Whitefish, MT 59937
moody@MoodyUS.com
832 643-1882

## Wendy Compton-Ring

**From:** Wes Reynolds <wesleyreynolds76@gmail.com>
**Sent:** Tuesday, March 25, 2014 4:43 PM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** Proposed Land Use-Wapiti Wood at Elk Highlands

We are against any extension of this plat. We own and live in the home at 1013 Whispering Pines Ln, Whitefish, MT in Elk Highlands. We have owned here since 2011 and have never heard anything about this development within the Elk Highlands. This development is not shown on any document at the Elk Highlands website, www.elkhighlands.com, nor is it mentioned within any document related to Elk Highlands covenants or regulations. This would double the amount of homes within Elk Highlands and place them on comparatively small lots in a condensed manner out of character with the remaining development. It has not been defined whether these homes would adhere to the current covenants or pay HOA dues. Building 34 homes, would result in near endless construction traffic on our current road, Elk Highlands Drive. The maintenance of Elk Highlands Drive is the responsibility of the HOA. This development would cut the current ski access trail at the top of the hill down to Elk Highlands residents, a key feature for the Elk Highlands neighborhood.

The developers, who also developed Elk Highlands, have requested this action concurrent with their decision to prematurely turn over the running of the Elk Highlands HOA to the owners. As previously stated, this would put a comparatively high density development in a very prominent place within the current Elk Highlands development without ever alerting the current owners of this intent and lowering the value of the lots they have been selling for the last ten years.

Wes and Marie Reynolds

## Wendy Compton-Ring

**From:** Jay Johnston <jjohnston@lifetouch.com>
**Sent:** Friday, March 28, 2014 7:25 AM
**To:** wcompton-ring@cityofwhitefish.org
**Cc:** Bob Howard; Steve Cosby; AAA
**Subject:** Fwd: Fwd: Extension of Wapiti Woods

March 27 2014

To: Whitefish City Council Members
PO Box 158
Whitefish, MT.59937

From: Jay & Sheila Johnston
121 Elk Highlands Dr
Whitefish, MT.59937

Re: Wapiti Woods Preliminary Plat Extension

Dear Council Members,

We are owners of lot 20, in Elk Highlands, street address listed above. We plan to begin our new home build in April of 2015 with an experienced, local, home building expert. While we are in favor of well planned and managed developments, we do have concerns that, as far as we are aware, have not been decided upon or finalized regarding the Wapiti Woods extension request. We would like it to be put on record that we know of four (4) key areas of concern that should be addressed and resolution brought forth prior to the extension being granted:

1) It is our understanding that currently the Elk Highlands Lift operation and trail grooming expenses for skiers who use this lift, are paid for by the owners of Elk Highlands and Northern Lights North. This lift and groomed trails would also be needed to service the Wapiti Woods residences and thus should be a shared cost with the Elk Highlands and Northern Lights Owners. This should be addressed and finalized prior to an extension is approved.

2) Road usage and access is a concern. I am unable to determine from the drawings, how access for vehicles to Wapiti Woods is accomplished. I would be concerned, and opposed, if the road access is to be via Elk Highlands Road, which is maintained by the owners of Elk Highlands.

3) Ski trail usage. Skier access is critical for Owners of Elk Highlands. Currently, safe, accessible, maintained ski access is provided and in place from top of the Elk Highlands lift to the bottom of the lift. This access has two road crossings that are safe (bridge and tunnel) for traditional skiers, snowboarders and adaptive skiers use. An adaptive (handicapped wheelchair bound) skier can use the trail from top to bottom without equipment removal or need of a wheelchair to cross roadways. If, as is shown in the preliminary drawings, a new road is

put into place (currently called Ridge Run Drive on the Plat) any interference with the current ski trail via a road crossing should be required to have a bridge or tunnel provided. The bridge or tunnel should accommodate current snow cat equipment owned by the mountain to maintain a safe ski surface, without having to cross roadways.

4) The Wapiti Woods proposal creates smaller, denser and presumably lower cost properties with similar views as phases 1 & 2. This effect could encroach on the lifestyles of those who have, or will have, chosen to live in Elk Highlands. It could also increase traffic flow in an area not designed for added traffic. it also could create greater risks by a sheer numbers increase, the impediment of governance agreed to by those living in the current developments with Whitefish City Council today. It will likely affect values in Phases 1 and 2 on a negative side.

We are 4 months away from beginning to establish our new residence in the great state of Montana. I am sorry that we can not personally attend this important meeting and appreciate in advance your sharing and taking into concern our views.

Respectfully,

Jay & Sheila Johnston

**Jay Johnston** | Director, Business Development | Lifetouch National School Studios Inc.
11000 Viking Drive | Eden Prairie, MN 55344
jjohnston@lifetouch.com | 952.826.4401 (o) | 612.251.4896 (c) | 952.826.4833 (f)

## Wendy Compton-Ring

**From:** Rhona <devonshiregardens@hotmail.com>
**Sent:** Saturday, March 29, 2014 9:28 AM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** Wapiti Ridge Subdivision
**Attachments:** Wapiti.doc

Dear Wendy

Thanks so much for meeting with us. We are enclosing our comments on the proposed extension of the Wapiti Ridge Plat. I have written it in this e-mail as well as attaching it separately as I did not know which would be easier for you to put in the packet.

Please let us know that you received this in time for it to be enclosed in the packet. Also let me know how we can access the packet in advance of the meeting.

Sincerely

Jerry & Rhona Meislik

TO: Wendy Compton Ring
City of Whitefish
Planning Department

From: Jerry & Rhona Meislik
161 Ridge Run Drive
Whitefish, MT 59937
Residents of Sunrise Ridge Subdivision

Subject: Wapiti Wood Plat Extension

We would like to voice our concerns with the proposed extension of the Wapiti Woods Plat Extension. This was originally approved in 2009 and then extended in 2012. Since the time of the original approval and extension a number of items are of great concern to us.

1. **The private Ridge Run Drive road of the Sunrise Ridge development needs to be kept closed.** This is a private road that the Sunrise Ridge subdivision installed and maintains. It is not part of the Elk Highlands Development. Our concerns are with that of increased traffic, road wear, parking violations etc. With the road needing to be kept plowed for emergency services Wapiti homeowners association will need to arrange and deal with their snowplow people to keep the gate closed at all times other than the brief moments to plow the road. Any additional costs in maintaining the gate and it's opening and closing for plowing need to be borne by Wapiti. In the past a contractor in Elk Highlands actually came down that road and smashed the gate for easier access.

2. **Lot sizes are basically .1-.2 acre.** These lots are less than half the size of existing and directly adjoining surrounding neighborhoods of Sunrise Ridge, Elk Highlands, Northern Lights and Northern Lights II. We believe that this is out of character with the area. The density of development has

already forced changes in the proposed road construction and will necessitate removing most of the trees from this naturally wooded area and likely leave pretty much nothing but homes, and garages.

3. **Very steep land grades** and contours on some of this property are a concern. The current black top roadway is already showing very significant cracking and movement down the slope along its length near the junction with Elk Highlands and Northern Lights drive. Many of the lots have very small level building envelopes and just the construction could create serious problems downhill. Where will they put the soil, etc. during construction and where will they put the snow in the winter.

4. **Area above Home Again Trail.** Some of this development and especially its **main road** lies above the Home Again ski trail so snow control, erosion and snow handling are of concern. Avalanche propagation down to the trail is problematic.

5. **A proposed community center** for all of Wapiti Ridge and Elk Highlands will create a parking and traffic logistics nightmare. There is an area that is labeled for the community center but there is no footprint so there is no way to know how large it will be. According to the map only 10 or 12 parking spots are shown for the clubhouse. This seems totally inadequate for the size of the development and the associated properties that will be using it.

## Wendy Compton-Ring

**From:** james.stroud@ubs.com
**Sent:** Sunday, March 30, 2014 5:22 PM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** FW: Wapiti Wood Plat
**Attachments:** disclaim.txt

Dear Wendy and committee members,

I have been a homeowner up on Big Mountain since 2000. First I was in Wood Run and in 2011 I purchased land and built a new home in Sunrise ridge. I was never ask for comments on Wapiti Wood Plat in 2009 but if so I would of vociferously opposed it. I have reviewed the Plat in detail now and I am aghast that this was ever approved in the first place. As a sunrise ridge homeowner I now officially voice my opposition to this plan my reasons are six fold.

1. It will destroy beautiful green-space.

As this plan is currently drawn I see no way there will be any trees left in this currently beautifully wooded space. This destroys the natural beauty of the area as well as habitat for animals like Elk, mountain lions, deer etc. This entire plan reminds me of the Joni Mitchell song… "They paved paradise and put up a parking lot! "This is going to look like the it was practically strip mined. Our homes up here now are spaced in a way that preserves the beauty around us and keeping the population density low. This plan does not even come close to the nature and lifestyle intent of Sunrise ridge, elk highlands or Northern Lights.

2. It will dilute the value of properties already here in Sunrise ridge, Elk Highlands, Northern Lights and the density is totally out of character with the existing homes in the area. The density of the homes and population of this plat is more in character with town homes and condos down in the mountain village, yet many of these properties are left unsold because of very low demand. Most homes in our subdivisions surrounding areas have lots from 1/2 to 2 acres and have homes in value from 1 million to as high as 5 million. On lots of .15 to.30 of an acre with setbacks there is no way to build homes of comparable sizes, much less value. The congestion up there will be awful. How would you like to have a home built on a lot one tenth your size right next to you and one tenth your value?

3. The area as drawn will be next to impossible for logistics should a Fire occur. Also the adjacent private subdivisions will be taxed with additional traffic going in and out for construction, snow removal, emergencies and is going to create noise and congestion that all of us homeowners up here have built here specifically to avoid this!!!! If we wanted this much congestion, density and paved area we would have built down in the mountain village for a lot less money. If this is approved if will make our property much less valuable.

4. The steep grades will cause real difficulty in construction and potential for snow removal and is likely to tax the current access roads already strained capabilities. The road as it stands now is showing signs of cracking due to erosion from the grades and runoff. I see no way existing driveways could be built to the existing grade restrictions. One heavy rain in the spring is liable to wipe out and destroy potential roads or homes. This should

be left alone to nature. We have already had one major driveway slide in Sunrise ridge into the the ski access trail on to other homeowners properties and if anyone was there at the time of the slide could of proved fatal. This also happened where the builder attempted to do put too much house and driveway on a skinny lot! Sound familiar? Furthermore IT TOOK MONTHS TO CORRECT IT! The slopes here are much worse than the Gundersons driveway that collapsed due to a heavy spring rain. The current disaster in Washington state should bring great pause here.

6. There is NO demand for this development as existing small homes,condo's town homes on the mountain now as prices continue to be soft and units left unsold. This creates an eyesore and makes the entire area look economically weak. The last thing we want as homeowners is an adjacent development of small homes right next to us left unsold. If they are not selling in the mountain village, why would sell up here for even higher prices?

I have no problem with Mr Penaluna wanting to develop his property. However he should present a new proposal that is in keeping with the spirit of the original elk highlands development. That is ...much more size able lots and a low density of population. This would help insure the value of our properties and not overtax the adjacent areas logistics because of lower density. This would also keep more green-space up here The current plan will do nothing but destroy it. IT SHOULD BE REJECTED AS IS.

Sincerely

James Stroud

P.S. I am flying back all the way from Ohio to voice my opposition to this in person.

**Wendy Compton-Ring**

**From:** Paul Okerberg <paulokerberg@bellsouth.net>
**Sent:** Monday, March 31, 2014 11:31 AM
**To:** Wendy Compton-Ring
**Subject:** Wapiti Woods

Wendy,

With respect to the proposed development at Wapiti Woods on Big Mountain:

In addition to Big Mountain Homeowner's Association being **opposed** to a year round emergency egress road into Sunrise Ridge from Wapiti Woods, please revise the proposed plat of Wapiti Woods so that Ridge Run Drive is not shown extending into the proposed development. Having Ridge Run Drive shown as a named road in Wapiti Woods might confuse emergency response personnel in the event of an emergency if the area is eventually developed.

Thank you,

Paul Okerberg
President
Big Mountain Homeowner's Association

**Wendy Compton-Ring**

**From:** Paul Okerberg <paulokerberg@bellsouth.net>
**Sent:** Monday, March 31, 2014 3:47 PM
**To:** Wendy Compton-Ring
**Subject:** Wapiti Woods Comments

James Wheat lives adjacent to the proposed Wapiti Woods development on Ridge Top Drive. He did not receive a public notice and should have as he is the closest property owner to the proposed development. Mr. Wheat offered these concerns:

On Mon, Mar 31, 2014 at 9:45 AM, James Wheat <jcw3vamt@comcast.net> wrote:

Paul, I don't know why I haven't been aware of this until now.

My concerns/objections would be:

Only emergency use of Ridge Run drive for them, no access, no construction use,

Who is going to pay for the additional plowing to the gate & through to Elk Highlands.

They are going to destroy acres of huckleberry bushes. hence what about concerns for bears etc,

It looks like they are going to change the road configuration. How does that affect our ability to ski home if lift is closed?

MULLEN (sp?) When they first started work in there they disturbed soil & mullen are all over the place. There should be a requirement that they control all noxious weeds during and after construction, including homesites, until native plants are established. It may take years but I have been doing it every year around my place mostly because they spread easily.

Are these concerns that can be voiced by the HOA?.

Do I need to do anything else?

Thanks Jimmy

Paul Okerberg

# Public Comments Received for July 2014 Hearing

## Wendy Compton-Ring

**From:** Rhona <devonshiregardens@hotmail.com>
**Sent:** Tuesday, June 24, 2014 8:21 PM
**To:** wcompton-ring@cityofwhitefish.org
**Cc:** jmuhlfeld@cityofwhitefish.org; janderson@cityofwhitefish.org; Pbarberis@cityofwhitefish.org; Jfrandsen@cityofwhitefish.org; Rhildner@cityofwhitefish.org; Fsweeney@cityofwhitefish.org
**Subject:** Wapiti Wood

TO: Wendy Compton Ring
City of Whitefish
Planning Department

From: Jerry & Rhona Meislik
161 Ridge Run Drive
Whitefish, MT 59937
Residents of Sunrise Ridge Subdivision on Big Mountain

Date: June 24, 2014

CC: Whitefish Mayor and Whitefish City Council

Subject: Wapiti Wood Plat Extension

We would like to voice our concerns with the proposed Wapiti Wood Plat Extension. This was originally approved in 2009 and then extended in 2012. Since the time of the original approval and extension a number of items are of great concern to us.

1. **The private Ridge Run Drive road of the Sunrise Ridge development needs to be kept closed. No legal document exists from the Sunrise Ridge HOA giving permission for emergency egress as stipulated in Item 15 of the 2009 Planning Board Report.** This is a private road that the Sunrise Ridge subdivision installed and maintains. It is not part of the Elk Highlands Development.

2. **Lot sizes are basically .1-.2 acre.** These lots are less than half the size of existing and directly adjoining surrounding neighborhoods of Sunrise Ridge, Elk Highlands, Northern Lights and Northern Lights II. We believe that this is out of character with the area. The density of development has already forced changes in the proposed road construction and will necessitate removing most of the trees from this naturally wooded area and likely leave pretty much nothing but homes, and garages as seen by all visitors to Big Mountain Resort.

3. **Very steep land grades** and contours on some of this property are a concern. The current black top roadway is already showing very significant cracking and movement down the slope along its length near the junction with Elk Highlands and Northern Lights drive. Many of the lots have very small level building envelopes and just the construction could create serious problems downhill. Where will they put the soil, etc. during construction and where will they put the snow in the winter?

4. **Area above Home Again Trail.** Some of this development and especially its **main road** lies above the Home Again ski trail so snow control, erosion and snow handling are of concern. Avalanche propagation down to the trail is problematic.

5. **A proposed community center** for all of Wapiti Ridge and Elk Highlands will create a parking and traffic logistics nightmare. There is an area that is labeled for the community center but there is no footprint so there is no way to know how large it will be. According to the map only 10 or 12 parking spots are shown for the clubhouse. This seems totally inadequate for the size of the development and the associated properties that will be using it. This will be a noise and parking and security nuisance for adjoining properties.

6. In 2009 the main road into Wapiti Woods was called Ridge Run Drive and it was agreed, according to the 2009 conditions, that the name of this road was to be changed. Current maps still indicate the road as Ridge Run Drive.

7. No detailed documents exist for the protection of existing homes in Sunrise Ridge from noise, light and other disturbances from this development. Landscape features, wind, noise and dust breaks need to be formalized and put into writing.

## Wendy Compton-Ring

**From:** Kenneth Higby <khigby@kennethhigby.com>
**Sent:** Tuesday, June 24, 2014 5:28 PM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** Wapiti Woods project

Ms. Compton-Ring:

I am a little concerned about the Wapiti Woods project. It appears from the drawing that the boundary of this neighborhood is in my back yard. We own the house at 129 Ridge Top Drive. I am very concerned about the development. I understand that these are going to be 2 bedroom/2 bath houses with approximately 2000 square feet of living space. These are very small units when compared to the houses in Ridge Run. I am very concerned about property values especially mine, since this neighborhood will be adjacent to my property. We have a very large home with a 3 car garage and it would take 2 1/2 of these units to equal the size of our house. Furthermore, we have a large lot. What types of construction is going to take place on these units, what are the lot sizes and what is going to be the price range? Based on the size of these units I am concerned they may be rental units and not permanent dwellings. I would appreciate a reply. Also is part of the planning going to address the old chair left poles which are still standing?

Thanks,

Kenneth Higby

## Wendy Compton-Ring

**From:** Rick Williams <rickwill@rochester.rr.com>
**Sent:** Wednesday, June 25, 2014 11:48 AM
**To:** Wendy Compton-Ring
**Cc:** jmuhlfeld@cityofwhitefish.org; janderson@cityofwhitefish.org; pbarberis@cityofwhitefish.org; afeury@cityofwhitefish.org; jfrandsen@cityofwhitefish.org; rhildner@cityofwhitefish.org; Frank Sweeney
**Subject:** Wapiti Woods extension
**Attachments:** Wapiti Revised.doc; Untitled attachment 00049.htm

6/24/14

TO: Wendy Compton Ring
City of Whitefish
Planning Department

From: Richard and Susan Williams
543 Elk Highlands Drive
Whitefish, MT 59937

Date: June 21, 2014

Subject: Wapiti Wood Plat Extension

We would like to voice our concerns with the proposed Wapiti Wood Plat Extension. This was originally approved in 2009 and then extended in 2012. We are concerned about many factors with this extension. One of our main concerns is that we have owned our property since 2007 and yet were never informed of either the 2009 density increase or the extension granted in 2012 by the City, Planning or developer regarding these request by the developer. Here are some of our concerns.

1. **The Main access to Wapiti Woods is within Northern Lights West Development and our HOA currently and in the future will be burdened with traffic, noise and a Community Center within a residential area**

2. **Lot sizes are basically .1-.2 acre. This increases the original density by more than two fold and the lot sizes are totally out of character with any other development in this area of Big Mountain Development.**

3. **The density and related traffic from this impact will only increase based on the developer holding back future plans for Lot 16 which could add another 10-12 units based on the small lot sizes previously approved by the City.**

4. **A proposed community center and that these streets will be open to the public for parking not just for Elk Highland residents. This "open to the public" is stated in previous easement and agreement documents and their appears to be conflict within the documents.**

5. **Narrow roads and paved surfaces that will create snow removal and access issues.**

6. **The current non-compliance of public parking on Elk Highlands and Northern Lights Road that creates safety, emergency and parking issues.**

7. **The proposed main access road is narrow, degrading, failing and would need to meet City standards. The internal narrow roadways approved for Wapiti Woods could prove problematic and force users to park outside the development.**

8. **A Community Center within a residential single lot neighborhood is not appropriate and should be located in a less dense area of Elk Highlands proper.**

**We are not opposed to development but feel it should be appropriate, with feedback from current residents and landowners since much has changed since the inception.**

**Sincerely,**

**Richard and Susan Williams**

## Wendy Compton-Ring

**From:** Carol Moody <cjm@MoodyUS.com>
**Sent:** Friday, June 27, 2014 6:40 AM
**To:** wcompton-ring@cityofwhitefish.org
**Cc:** afeury@cityofwhitefish.org; jfrandsen@cityofwhitefish.org; rhildner@cityofwhitefish.org; fsweeney@cityofwhitefish.org; jmuhlfeld@cityofwhitefish.org; pbarberis@cityofwhitefish.org; dgraves@skiwhitefish.com; janderson@cityofwhitefish.org
**Subject:** Wapiti Woods Preliminary Plat Extension

I am opposed to any additional extension for the Wapiti Woods Preliminary Plat. The density and road width variances granted in 2009 are not in character with the surrounding areas. While those variances can't be changed by this process, the extension should still be denied so that our other concerns associated with this high density development will be subject to input from the current landowners and residents who now understand the adverse implications of this development.

Those concerns include:

- Subdivision road access
- Increased traffic
- Increased noise level
- Light pollution
- Loss of trees
- Loss of wildlife
- Community Center and related parking lot

The developer has had five years to proceed on this matter and should not be granted another extension. In 2009 there was no real opposition to this development as not as many residences were completed in the area and the notification requirement was not as great as it is currently. The level of awareness to the potential adverse implications of this development has increased significantly. The current residents and land owners deserve an chance to be heard.

The preliminary plat should have already expired by now, if not for special treatment carved out by the state for developers. Had it expired, we would have had an opportunity to voice our concerns. An extension denial by the Mayor and the Council will restore our rights to be heard. I respectfully request that you deny this extension and put the homeowners on an equal basis with the developer.

Sincerely,

Carol Moody

## Wendy Compton-Ring

**From:** Dawickersham@gmail.com
**Sent:** Friday, June 27, 2014 8:00 AM
**To:** Whitefish Planning
**Cc:** jmuhfeld@cityofwhitefish.org; Jerry Meislik; Rhona Meislik; Wickersham Sue
**Subject:** Wapiti Wood Plat Extension

Reference Jerry and Rhona Meislik letter dated June 24, 2014 , same subject

To whom it may concern,
We are the owners of 153 Ridge Run and neighbors to the Meislik's. We also wanted to be on record voicing the same concerns as outlined in the subject letter.

1. Keep the private Ridge Run Drive road closed.
2. Proposed lot sizes far too small and condensed.
3. Very steep land grades and contours.
4. Impact to Home Again Trail area.
5. Proposed community center impact.
6. Need to change name of main road into WAPITI from Ridge Run Drive.
7. Documented plan as outlined.

Sincerely,

Dave and Sue Wickersham

## Wendy Compton-Ring

**From:** Chere Prados <cherelle1216@mac.com>
**Sent:** Monday, June 30, 2014 8:16 AM
**To:** wcompton-ring@cityofwhitefish.org
**Cc:** jmuhlfeld@cityofwhitefish.org; janderson@cityofwhitefish.org; pbarberis@cityofwhitefish.org; afeury@cityofwhitefish.org; jfrandsen@cityofwhitefish.org; rhildner@cityofwhitefish.org; fsweeney@cityofwhitefish.org
**Subject:** Opposition to the preliminary plat second extension for the development called Wapiti Wood at Elk Highland (WW)

Ms. Compton- Ring, Whitefish Mayor and City Council-

We are opposed to any additional extension for the Wapiti Woods Preliminary Plat. The density and road width variances granted in 2009 are totally out of character with the surrounding areas. While those variances can't be changed by this process, the extension should be still be denied so that our other concerns associated with this high density development will be subject to input from the current landowners and residents who now understand the implications of this development. These concerns include subdivision road access, traffic concerns, the proposed community center, the protection of existing residences from noise, light, the loss of trees, etc. The developer has had five years to proceed on this matter and does not deserve another extension. In 2009, there were not as many residences completed. In addition, there was only a 150 foot notification requirement. As such, there was no real opposition to this development. This is 2014, and with the significantly higher number of completed homes here, and the 350 foot notification requirement, the level of awareness around the potential adverse implications of this development is now high. If not for the special treatment carved out by the state for developers, we would have already had an opportunity for this input since the preliminary plat would have expired by now. An extension denial by the Mayor and the Council will restore our rights to deliver this input as we would have normally been able to do, so we respectfully request you deny this extension and put us on an equal basis with the developer.

Our names are Bill & Chere Prados. We are have good friends who live on Elk Highlands Dr. and have been visiting and skiing there for several years. In fact, we purchase yearly ski passes. We have been considering purchasing a lot in this area in the future so this issue affects our decision process.

Thank you for your consideration!

**Bill & Chere Prados**
**cherelle1216@mac.com**

## Wendy Compton-Ring

**From:** Steve Winegar <skw@ebitda.es>
**Sent:** Monday, June 30, 2014 10:06 AM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** Wapitii Woods

Dear Ms. Compton-Ring,
My wife and I are the owners of the home located at 254 Elk Highlands Drive.
The developers of this subdivision are currently in the process of transitioning this development from their control to a home owners' association. In our opinion it has been done in a misleading manner and does not have the stamp of a good faith process on it. Of equal importance it is an indication of a way of doing business.

These are the same developers involved with the Wapiti Woods subdivision. Consistent with their manner of doing business they are once again only concerned about what is in their interests and to the detriment of the greater whole. The technicalities are below but as a businessman myself, the core issue is their approach to doing business. I do not find them to be aligned with the practices of transparency and forthrightness by which I believe businesses should aspire to operate within. They need to set down at the table with those affected by their new project and to resolve the issues in a straight-forward manner.

I am opposed to any additional extension for the Wapiti Woods Preliminary Plat. The density and road width variances granted in 2009 are totally out of character with the surrounding areas. While those variances can't be changed by this process, the extension should be still be denied so that our other concerns associated with this high density development will be subject to input from the current landowners and residents who now understand the implications of this development. These concerns include subdivision road access, traffic concerns, the proposed community center, the protection of existing residences from noise, light, the loss of trees, etc. The developer has had five years to proceed on this matter and does not deserve another extension. In 2009, there were not as many residences completed. In addition, there was only a 150 foot notification requirement. As such, there was no real opposition to this development. This is 2014, and with the significantly higher number of completed homes here, and the 350 foot notification requirement, the level of awareness around the potential adverse implications of this development is now high. If not for the special treatment carved out by the state for developers, we would have already had an opportunity for this input since the preliminary plat would have expired by now. An extension denial by the Mayor and the Council will restore our rights to deliver this input as we would have normally been able to do, so I respectfully request you deny this extension and put us on an equal basis with the developer.

Steven K. Winegar
Paloma Gamo Gimenez
For and on behalf of EBITDA Consulting SL

## Wendy Compton-Ring

**From:** vdm <halvdm@yahoo.com>
**Sent:** Monday, June 30, 2014 12:06 PM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** Wapti Wood Plat Extension

TO: Wendy Compton Ring
City of WhitefishPlanning Department
From: Harold and Joy Van Der Molen
117 Ridge Top Dr.
Sunrise Ridge Subdivision
Date: June 30, 2014
Subject: Wapiti Wood Plat Extension

We would like to submit the following comments with regard to the Wapti Wood Plat Extension.

1. Ridge Run Drive has been a private drive for the benefit of the homes in the Sunrise Ridge Subdivision. We are told that it is currently suggested that it will remain that way. We strongly support keeping it private for Sunrise Ridge Home Owners. Also related to that is the issue that Ridge Ridge Run Drive, to the best of our knowledge, is still being shown on the maps as the name for Wapti Wood's road despite, what we thought, was a 2009 agreement to differentiate the name from the road in our subdivision.

2. We have concern, which is somewhat heightened by the density of the project, that provisions are made similar to those regulating other developments on the mountain. We are unaware of regulation for this project relating to lighting, i.e. Dark Sky and any like regulations that enhance living conditions in a mountain environment for all residents, both present and future.

## Wendy Compton-Ring

**From:** james.stroud@ubs.com
**Sent:** Monday, June 30, 2014 12:36 PM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** Wapiti Woods opposition(with suggestions)
**Attachments:** disclaim.txt

Wendy,

I sent in my previous opposition to this project back in March right before the April meeting was cancelled at the last minute. I flew in for this meeting to voice my opposition and was not very happy that is was cancelled via email at the last minute.

I still continue to oppose this extension and development. I live very close to this proposed development and will be impacted by it if implemented as proposed. Not only during the summer or during the construction season but during the winter time for those of us who use the homeowners lift will be exiting right next to very condensed housing, driveways and a road. Not quite what we thought when we purchased our properties. Very few of us knew of this proposed development at the time we purchased our lots or homes.
However I would like to add that the original approval was granted when you only sent public notice to those within 100 feet of the property. It is my opinion if it was 350 feet as it is now and with all the additional homes up in Sunrise Ridge it would have been opposed by a much larger percentage and likely not approved.

Now that it has the original approvals I would like to voice my opinion against it for the same reasons I cited back in March of 2014.

They are:

1. Density not in keeping with the original intent of the area and not at all similar to Elk Highlands or Sunrise ridge. This will cause numerous problems for everyone up here not only during construction but once it is fully occupied.
2. It will destroy a tremendous amount of green-space for the natural habitat for the area.
3. Will Likely dilute everyone's property value.
4. The prices the developers say that will be asking seems highly unlikely to sell in light of other property values around the mountain village. In would also point out that this type of high price/low square footage development has been tried in other ski areas with very little success in the past decade.

Having said that I respect the developers right to develop their property. That said I would like to propose the following specific suggestions.

Get rid of lots 11,12,13,14,15. This will clear up the path by the lift so the lift does not go over any homeowners lots. Get rid of lot #1 because this would be a tiny lot across the street from a large lot in northern lights west. Again this looks totally out of character with the surrounding properties. Then eliminate the community center and put lots #2,3 in that slot. Leave the existing lots#2,3 and green space.

These changes would accomplish three things.

1. Reduce the density.
2. Keep the smaller lots a farther distance away from the bigger lots and creating more of a natural boundary.

3. Save the developer the costs of building a building and parking lot that will not generate any revenue to them. It is highly unlikely this center will help sell any lots nor get much use. Not building it will make everyone up here happier about this proposed development.

Thank You.

Sincerely,

James Stroud

Joseph J. Stroud
Senior Vice President- Wealth Management
Senior Portfolio Manager
Stroud Wealth Management Group

UBS Financial Services, Inc.
43 Village Way, Ste 201
Hudson, OH 44236
Tel. (330) 655-8306
Fax (855) 383-5828
James.stroud@ubs.com

## Wendy Compton-Ring

| | |
|---|---|
| **From:** | Misc Moody e-mail account <moody@MoodyUS.com> |
| **Sent:** | Monday, June 30, 2014 12:58 PM |
| **To:** | Whitefish Mayor John Muhlfeld; Council Member John Anderson; Council Member Pam Barberis; Council Member Andy Feury; Council Member Jen Frandsen; Council Member Richard Hildner; Council Member Frank Sweeney |
| **Cc:** | Wendy Compton-Ring |
| **Subject:** | Wapiti Wood at Elk Highlands Extension Request Hearing Comments - Please Deny this Extension |
| **Attachments:** | WW Council Comments.docx; Untitled attachment 00237.htm |
| **Importance:** | High |

To the Mayor of Whitefish & Whitefish City Council Members:

Wapiti Wood at Elk Highlands Extension Request Hearing Comments:

I. Introduction:

My name is Karl Moody, and my wife and I own a residence on Lot 1 of Northern Lights West. I am working with a core group of homeowners who hope to convince you to deny yet another 2 year extension to the preliminary plat for Wapiti Woods at Elk Highlands (WW). In addition to Northern Lights West, this core group includes owners in Northern Lights, Sunrise Ridge, and Elk Highlands, every development surrounding WW. They are submitting their comments independently.

First of all, let me apologize for the length of this note. I understand you are busy, but there is a lot to say regarding this matter and I have tried to be as succinct as possible. I have also attached this separately as a Word file in case you prefer that format.

To the Mayor of Whitefish & Whitefish City Council Members:

Wapiti Wood at Elk Highlands Extension Request Hearing Comments:

I. Introduction:

My name is Karl Moody, and my wife and I own a residence on Lot 1 of Northern Lights West. I am working with a core group of homeowners who hope to convince you to deny yet another 2 year extension to the preliminary plat for Wapiti Woods at Elk Highlands (WW). In addition to Northern Lights West, this core group includes owners in Northern Lights, Sunrise Ridge, and Elk Highlands, every development surrounding WW. They are submitting their comments independently.

First of all, let me apologize for the length of this note. I understand you are busy, but there is a lot to say regarding this matter and I have tried to be as succinct as possible. I have also attached this separately as a Word file in case you prefer that format.

From email exchanges with Ms. Compton-Ring, I understand that the only issue here is whether or not to grant this extension. While our biggest concern with WW is the uncharacteristically high density and unit clustering, as compared to every surrounding subdivision mentioned above, we recognize that this is something that cannot be changed here, even if this extension is denied. However, flowing from this uncharacteristically high density are other major concerns including incremental traffic burdens, the proposed community center, the adverse impact on the value of our investments, and the general deterioration of the lifestyle we thought we were making.

In addition, and just as disconcerting, the City notification disclosures related to the 2009 WW filings were patently misleading under the circumstances and particularly discriminatory towards non-local land owners. I still have the 2009 notices and looking back now it is quite clear why I was not concerned about these amendments given how they were described at the time. I believe that the 2009 filings were unopposed due to the lack of transparency surrounding the City's notification process. This disclosure could be a case study in local government "worst practices." All of these matters are addressed in more detail below. As you folks are the only avenue we have to restore just the right to provide input into this development, I am asking you to please read the comments submitted yourselves, as opposed to merely reading the summarization of those comments by the Planning Department, which almost seems to be acting as an advocate for the developer. I hope you will agree that in light of the real, adverse implications we face due to WW, and the fact that our input was essentially stifled in 2009 and again in 2012, that in the name of equity you should grant us the mere opportunity to provide input by denying this extension. If you do approve it, however, you will permanently pre-empt any such opportunity.

At great personal inconvenience and cost, I plan to be at the July hearing to present these issues because I feel that strongly about them. I look forward to seeing all of you there.

II. Your Decision Assessment Criteria:

A. Working in Good Faith Toward Final Plat:

In a June 18th email response to an information request I made, Ms. Compton-Ring stated:

> "The threshold for Council review is if the applicant can show that they have been working toward final plat in good faith (Section 12-3-8). If the Council doesn't feel that they have been working in good faith toward final plat, they will not grant the extension."

The developer has already had a three year initial approval period, followed by a two year extension period, to proceed to final plat. The first extension in 2012 was passed with no public input whatsoever pursuant to a state bill providing developers with essentially a free pass at the expense of people who would have otherwise had a chance for input during the next plat application process. This bill strikes me as a sad example of the crony capitalism which has become so pervasive in our society. Those with funding and organized access to the legislature gain an advantage over those without.

Pursuant to this law, you are our only recourse, and I believe that you do have the discretion to level this playing field by denying this extension. We are asking you to use it in this instance.

We certainly support the owner's rights to develop this property. They spent time and money during the 2009 effort, but it isn't clear to me that much of anything has been done since then. As far as I can tell, some basic commitments and expert recommendations have not been executed. For example, on page 28 of the Petition for Zoning Text Amendment dated May 26, 2009 it states

> "According to Mr. Abelin, he anticipates that the intersection (Elk Highlands Drive at Big Mountain Road) will function at a LOS of B or better but he recommends that future counts be conducted to verify."

On page 29 of the Petition for Zoning Text Amendment dated May 26, 2009 it states:

> "Estimated completion of each utility installation.
>
> Utilities will be installed within one to two years from the approval of preliminary plat."

This is a sample, there are other examples as well. I am unaware that either of these has been completed. In his January 28, 2014 letter to Ms. Compton-Ring requesting yet another extension, Mr. Penaluna states:

> "At this time we would like to request another 2 year extension, for an expiration date of August 17, 2016. Due to economic conditions and market place activities we believe that our project was not been (sp) viable in the past. We believe that now we can begin work and need another 24 months to accomplish enough activity to get to a final plat. Your attention and consideration to this extension is most appreciated."

This letter indicates to me that no work has begun yet since they are only now ready to begin. Unless there is more here than meets the eye, the developer fails the "working in good faith to final plat" criterion cited by Ms. Compton-Ring. A question for you to consider is:

> How many years of inactivity must pass before a developer should be required to take responsibility for previous economic decisions, even when intervening economic circumstances may have been beyond their control, before others who could be adversely impacted by their actions regain the merely the right to attempt to have input into the process?

B. Equity-Misleading Notification Mailing in 2009 Was Patently Unfair to Non-local Owners

I still have the original mail notification regarding the 2009 amendments and the WW preliminary plat. The document sent in no way enabled my wife and I to 1) locate this subdivision on a map or 2) gave us any indication that these proposed amendments would result in a development which was totally out of character with every other contiguous subdivision. The first sentence of the notification letter reads:

> "The City of Whitefish would like to inform you that Elk Highlands Inc. is proposing to subdivide 34.054 acres into 35 lots. The development will consist of 34 single family lots and one lot with a community center. As part of the subdivision application, the applicant is requesting a variance to the required street width. In addition, Elk Highlands Inc. is requesting an amendment to the Big Mountain West Overall Development Plan to change the density of the subdivision from 18 to 35 units."

Nowhere in this City notification did it mention anything about lot size. How does 35 lots on 34.054 acres sound to you? It sounded pretty good to my wife and me, and appeared to be well within the density and lot size characteristics of all of the surrounding subdivisions if your experience with Mountain real estate to date was with the lot sizes and densities included in the pre-amendment Big Mountain West Development Plan. This information would have only been discoverable if you had been in Whitefish and able to go downtown to get it, or if you could attend the hearing. We were able to do neither, and I am sure many of the other notification owners were in the same boat. Of the 22 different addresses I counted in the 2009 notification list, 10 went to developers or developer related entities. 12 went to non-developer landowners, of which 3 were in Whitefish and 9 who had out of state addresses. There was absolutely nothing in that notification to indicate that anything was out of the ordinary, so there was no reason to pursue this further. You would have only discovered this "detail" in the fine print, which was nowhere to be found in this notification, and then you would have realized that pursuant to the Sands Survey, the acreage dedicated to these 35 lots was only 8.804 acres out of the 34. Now how does that sound to you? By the way, the Sands Survey

only adds up to 24.054 acres, not 34.054 as stated in the notice. I can't account for the discrepancy. Some questions for you to consider:

- Why wasn't the Sands Survey with the lot size summary included in the original 2009 notification?
- Why wasn't any mention made of lot sizes and the minimal total acreage actually dedicated to these 35 lots in the verbiage in the notification given the drastic divergence from the long standing, existing plat?
- Why wasn't the Sands Vicinity Map for WW included in the original 2009 mail out, or even in the mail out for the Monday April 7th 2014 hearing? I know long time Mountain residents who couldn't locate WW based on the earlier information that was sent out. This plat shows the exact location of WW in relation to all of the other subdivisions. It only showed up in the notification for the July 7th meeting, after all of the noise about this matter kicked in.
- Given the blatantly misleading nature of the 2009 communication, how could you expect non-resident land owners to become aware that they even needed to ask additional questions about this request?

In my opinion, the 2009 communication was misleading and incomplete given the underlying nature of these proposed amendments. The people responsible for this should be reprimanded, or if that notice actually meets City legal standards, you have a significant problem with your notification standards. At a minimum, they get an F in government transparency. It is behavior like this that drives the cynicism so many people feel now towards their government. Your failure to deny this extension under these circumstances would add insult to injury.

C. Changed Circumstances Since 2009 Justify your Rejection of this Extension Request:

Based upon conversations with independent counsel, I understand that you are able to consider changes in circumstances as part of your decision criteria. While this is clearly applicable to specific changes within the preliminary plat area, it isn't clear under your discretion that you can't also consider significant changes in the areas immediately surrounding the preliminary plat where these impacts, discussed below, will occur. In this regard, circumstances have changed significantly since 2009 and this should be factored into your decision process.

Both the related Big Mountain West ODP amendments and the WW preliminary plat went unchallenged in 2009. As noted above, part of this related to the incredibly poor disclosure in the City notification process. In 2012, pursuant to HB 522, there was no opportunity for public participation in that extension process.

Among the changes you should consider in 2014 is the increase in the 150 foot notification zone in 2009, to the current 300 foot notification zone. Also in 2014, given the significant increase in non-developer

ownership in the surrounding subdivisions, including the construction of many new residences there since 2009, there are now many owners who clearly understand the implications of WW. These are people who have made substantial investments in this area who never expected to have village type densities, cabin clusters, and a community center in their back yards, let alone having to put up with the incremental traffic this development will bring. Accordingly there is significant opposition to this development. We love the Village, but if we had wanted that lifestyle we would have bought there. The only opportunity we will have to impact the related adverse impacts of this high density, clustered development, which are discussed below, will be if you deny this extension. Questions for you to consider:

- Why would the notification requirement have been increased if you didn't want to encourage a higher level of participation in these types of hearings?
- Now that you have a significantly higher level of participation, will you just ignore it under the guise of a bill skewing the playing field in the developer's favor after five years of virtually no activity towards a final plat?

III. Discussion of Major Concerns:

A. Community Center:

Is a community center, with 10 or so parking spaces for which land will have to be cleared, paved, and then maintained and plowed really necessary for a transitory community? On page 31 of the Petition for Zoning Text Amendment dated May 26, 2009 it states:

> "The historical residency of the Big Mountain Whitefish Mountain Resort area is primarily second home and vacation home use with few K-12th grade students living on the Mountain. The Wapiti Wood at Elk Highlands development will most likely continue this trend."

Is it worth the loss of this land and trees so that the developer can have a "marketing advantage?" Below is a statement from a June 5th 2014 email from Dan Graves, the President of Whitefish Mountain Resort to Rick Williams, my neighbor in Northern Lights West, and me:

> "Currently, there is a Community Center at the sales cabin in Elk Highlands. It gets very little use. The Elk Highlands principles don't see this getting used much either, but rather a "needed" amenity."

As you know, Mr. Graves is a supporter of this extension. This email arose during a series of discussions we had with him regarding the lack of communication from the Mountain, as the manager of our Home Owners Association, about issues as critical to us as WW. We were surprised that over this 5 year period, we never had one communication from HOA management about this. Mr. Graves has agreed that if he comments favorably again for the July hearing that he will explicitly state that his support for WW in no

way implies that his position is shared by the members of the HOA's managed by the Mountain. I refer to this quote only to help support the justification underlying our opposition to the community center.

In addition, on page 3 of the Petition for Zoning Text Amendment dated May 26, 2009 it states:

"The proposed GDP amendment will prevent the overcrowding of the land."

I do not believe a minimally used community center with parking spaces will help prevent overcrowding of the land but again, without an extension denial, we will have no ability to have input into this question.

B. Traffic:

The main entry/exit point for WW is proposed to be Ridge Run Drive at the intersection of Northern Lights Drive. This road runs right below Northern Lights West Lots 1,2, and 3. Lucky me, as noted above I own Lot 1. 18 residences, as platted in the initial Big Mountain West ODP is one thing. 34 clustered cabins pursuant to the ODP amendment (an 89% increase) and a community center (a 94% increase overall) is another thing. I asked Ms. Compton-Ring if alternative routes for WW had been considered in 2009, and she indicated that she was unaware of any such discussions. A denial of this extension would provide us the opportunity to have such a discussion. One other area which I believe should be open for input would be the refuse collection situation. On page 18 of the 2009 Environment Assessment, it states that WW owners will have the option to drop their refuse at the Mountain's facility, or contract directly with North Valley Refuse. Currently, Northern Lights West owners use the Mountain facility so no trash trucks currently come to the top of Elk Highlands Drive. The result of letting WW owners do such contracting would be that the trash trucks will now have to take the same route as the owners. Without an alternate WW access route, direct contracting for refuse collection should not be an option available to WW owners.

1. Current Condition of Ridge Run Drive at Northern Lights Drive-

As I understand it, the political positions you hold mean that none of you are full time residents on Big Mountain, even though you make critical decisions like this concerning the Mountain. This is an interesting twist on representative democracy. If you were to review the current condition of Ridge Run Drive heading southeast after turning onto it from Northern Lights Drive, you would note that it is not in very good shape. The steep ridge on the west side is collapsing, and the slope of the land on the east side is extremely steep. It seems the cost and effort to bring this road to County standards should be factored into the consideration of an alternate entry/exit point for WW. On page 11 of the Petition for Zoning Text Amendment dated May 26, 2009 it states:

> "The (WW) development is the extension of the Elk Highlands development and is bordered by the Sun Rise Ridge Development to the east. North of Elk Highlands is the Northern Lights West development which is also a single family development."

As an extension of the Elk Highlands development, why shouldn't alternative routes through existing Elk Highlands properties be explored? This would more appropriately put the traffic burden where it should be. Such a route would also appear to be much more efficient. Under the preliminary plat, WW destination drivers would now have to drive well past WW on Elk Highlands Drive, come all the way to the top, transition onto Northern Lights Drive, turn right on Ridge Run Road, and then proceed southeast back to the WW main entry. This doesn't appear to be a very efficient, nor a very green approach.

2. The Traffic Data is Old & Needs to be Updated:

An extension denial would essentially require an update of the previously submitted data, most of which is now almost 5 years old. This strikes me as a rational enough reason in itself to support an extension denial. Even worse, however, I call your attention to the Traffic Impact Study for WW prepared by Abelin Traffic Services (ATS) dated December 2008, included as Appendix F to the 2009 Environmental Assessment submitted with the original application. While the report concluded that WW would have a minimal impact on traffic, on page 3 of the report it states:

> "In January 2006 Abelin Traffic Services (ATS) collected traffic data along Big Mountain Road. Although this data is now almost three years old, it is the most recent information data available which represents the critical peak winter traffic conditions along Big Mountain Road."

If any of you are long time skiers, I bet you could confirm that this almost 9 year old data is unlikely to reflect current realities and needs to be updated. Also on page 3, the report states:

> "The development currently under consideration for this site includes 32 single family and cabin units on 24 acres of land."

Someone failed to inform Mr. Abelin that there are actually 34 proposed WW units, as well as a community center, which would be for the use of all of the various Elk Highland subdivisions. If the community center was omitted due to an anticipated lack of use, that omission supports the earlier arguments against it. If not, it seems as if it should have been considered as well.

Also, as discussed above in a different context, on page 7 of this report, it states:

> "ATS also reviewed the left- and right-turn lane warrants for the intersection of Big Mountain Road and Elk Highlands Drive based on the requirement from the MDT Road Design Manual. This analysis showed that the Wapiti Wood at Elk Highlands development alone will not create sufficient traffic at this location to warrant the installation of a left-turn lane on Big Mountain Road. However, it is possible that the cumulative effects from this proposed development, existing developments, and future developments will cause a need for a left-turn deceleration lane at Elk Highlands Drive. The winter road conditions and slope of Big

Mountain Road at this location enhance the need to perform a detailed review under winter traffic conditions to determine if a deceleration lane may be beneficial."

As someone who uses this intersection and does find it to be problematic at times, I believe this was a good recommendation. It would better serve the community as a condition of approval on a subsequent preliminary plat request, as opposed to merely being a recommendation under the current preliminary plat.

C. Adverse Property Value Impact:

On page 4 of the General Instructions for the 2009 Environmental Assessment it states:

"Each question pertinent to the proposal must be addressed in a full comprehensive and systematic fashion (both maps and text).

Also on page 4, the Environmental Assessment Contents section states:

"The sources of information for each section of the Assessment shall be identified".

Page 4 of the Petition for Zoning Text Amendment dated July 16. 2009 includes the following section and response:

"J. Protecting and conserving the value of buildings

The proposed ODP amendment will continue to promote a high value for the real estate on the mountain."

I don't consider this response to have been answered in a full comprehensive and systematic fashion, nor did I find any underlying sources of information which supports it. As such, I believe it qualifies as a mere unsubstantiated assertion. Equally credible would be assertions from the area homeowners that this development will not promote a high value for their real estate; rather it will cause value depreciation. The availability of these tiny lots in the immediate area will serve to reduce the value of the larger lots in the area. In addition, the additional traffic, noise, views of clustered cabins, etc. will also serve to decrease area values.

On page 3 of the Big Mountain West Overall Development Plan Staff Report on the Zoning Text Amendment dated July 16, 2009, in discussing the "Protecting and conserving the value of buildings Consideration from Section 11-7-100, the Staff states:

"This criterion is subjective at best, but staff can identify no instances where "buildings" will be subject to a diminution in value because of the proposed development. However, it is permissible for the Board to consider testimony from nearby residents as prima facie evidence of adverse impact."

In 2014, as opposed to 2009, there are now many residences in the subdivisions adjoining WW. Since this criterion is subjective, I see no reason a residence couldn't be classified as a building for this purpose. I and another homeowner I am working with on matter who lives in Sun Rise Ridge believe that this development will decrease the value of our residences. This concern is voiced separately in his comments to the Council. While these residences were not up in 2009, they are up in 2014 and this is yet another change in circumstance that you should consider in your extension assessment decision, and apparently this criterion carries significant weight given the prima facie standard.

D. Quality of Life:

I won't belabor the points discussed above again here, but suffice it to say that the combination of all of these adverse effects will reduce the quality of our lives should you permit WW to proceed without our ability to have any impact on it.

IV. Summary:

Based upon the points discussed above, I believe that the Council has more than sufficient justification to deny this extension. The lack of substantive activity to proceed to final plat during the five year period alone should be sufficient grounds for denial. But even more importantly, there is a fundamental issue of equity here. Starting with the inadequate and misleading 2009 City Notice process, the current significant level of opposition to this development driven by the much higher level of non-developer owned land in the contiguous subdivisions and the increased 300 foot notification zone, coupled with the significant adverse consequences associated with this development, support the restoration of our pre-HB 522 rights. This would at least provide access to a venue through which we could have some input into this matter.

I have also reviewed the Planning and Building Department's April 1st 2014 letter to you recommending approval of this extension request. When you review the Findings used to justify the recommendation, the First and Third Finding are purely procedural. Finding 1 says that because the 2009 Council approved the preliminary plat and the 2011 Council granted a two year extension, that you should follow suit and approve this one. I guess this could be referred to as the "sheep" finding. I certainly hope in this instance that you will act like independent representatives instead of sheep. Finding 3 says that because notice was published in the Whitefish Pilot, and the 300 foot property owner notifications were mailed, those bureaucratic boxes have been checked therefore you should approve the extension. If that is the case, what was the point in sending out the 300 foot notifications if you just plan to turn around and ignore the additional participation generated as a result of that increased notification requirement? Again, I hope you will listen to our concerns and act accordingly.

Regarding Finding 2, apparently you should approve the extension because no other development or third party will be harmed if the preliminary plat is extended. I noted to Ms. Compton-Ring that the adverse comments we submitted for that postponed hearing were merely listed in that recommendation letter, with no discussion whatsoever. Those comments clearly conveyed "harms" to us as third parties, so I asked her

on what basis had she come to the conclusion that no "third party" would be harmed. Her response to my question was:

> "No other development is waiting for the extension of water, sewer or road in order to develop their project. This project is in isolation."

She did not define "third party" but I presume we don't qualify for purposes of this definition from her answer that the analysis of harm only applies to other developers. She also said that there was no discussion of our submissions because the Staff cannot consider new issues, only the Council can. Another point she made in that June 1, 2014 email to me was:

> "I think it's very important to note that it is the City Council that decides whether or not to approve a project-Council is not obligated to follow a staff recommendation."

Accordingly, the approval recommendation of the Staff is based purely on procedural considerations, with an analysis of "potential harm" being limited to other developers. One again, the deck seems to be stacked in favor of the developers. She indicated to me that Council may consider the adverse impacts noted above in your deliberations, and that the final call is yours.

Thank you in advance for your consideration in this important matter. If you need any additional input from be before the hearing I am happy to oblige. Ms. Compton-Ring has my contact information.

Respectfully Submitted

June 30th, 2014

Karl H. Moody

## Wendy Compton-Ring

**From:** John J. Hughes <johnhughes@centurytel.net>
**Sent:** Monday, June 30, 2014 3:02 PM
**To:** jmuhlfeld@cityofwhitefish.org; janderson@cityofwhitefish.org; pbarberis@cityofwhitefish.org; afeury@cityofwhitefish.org; jfrandsen@cityofwhitefish.org; rhildner@cityofwhitefish.org; fsweeney@cityofwhitefish.org
**Cc:** wcompton-ring@cityofwhitefish.org
**Subject:** Letter regarding Wapiti Wood at Elk Highlands Extension Request Hearing Comments
**Attachments:** Hughes_letter_to_City_Council_063014.pdf

Dear Whitefish City Council,

I am writing on behalf of my friends Karl and Carol Moody and their neighbors to encourage you to deny the request from Thomas Penaluna, on behalf of Elk Highlands Inc., for a 24-month extension for the Wapiti Woods at Elk Highlands preliminary plat. I have attached my letter as a PDF. If you would prefer a Word file, please let me know.

Thank you for your consideration.

Sincerely,

John Hughes
623 Iowa Ave.
Whitefish, MT 59937

June 30, 2014

Dear Whitefish City Council and Planning Department,

I am writing on behalf of my friends Karl and Carol Moody and their neighbors to encourage you to deny the request from Thomas Penaluna, on behalf of Elk Highlands Inc., for a 24-month extension for the Wapiti Woods at Elk Highlands preliminary plat.

I have lived at 623 Iowa Avenue since 1985. In 2006, our neighborhood was successful in working with the Planning Department and the City Council to defeat a proposal from a Seattle firm called Chop Wiki for a high-density PUD at the northeast corner of Skyles Place and Iowa Avenue.[1] That several month-long experience gave me an appreciation for the hard work the Planning Department does and for the difficult decisions the City Council has to make when it comes to proposals from developers. It was a huge learning experience for me and my neighbors. We had no idea how complex a proposal from a developer could be, how much paperwork is involved, and how difficult it is for laypersons to read and understand schematics, plats, and various graphics. We also learned the importance of making our voices heard, as politely, but as factually and reasonably, as possible.

This is a detailed and factual letter that focuses on a few key concerns raised by the two documents "2009 WW Council Packet.pdf" and "Packet.2014-04-07.pdf." I have written in some detail in an effort to help my friends Karl and Carol, as well as their neighbors (many of whom I know), make their voices heard on a matter that concerns them deeply. Thank you in advance for your patience and consideration.

## Problems with Numbers

I would like to begin by drawing your attention to discrepancies in the size of the acreage stated for the Wapiti Woods development in the 2009 and 2014 Council packets. Two numbers are used: 24.054 acres and 34.054 acres—a not insignificant difference of 30%. I find it troubling that numbers varying by 30% were used in documents meant to be intelligible to all parties.

### The *2014* Packet

The *2014* packet (4-7-14 Council Packet-Wapiti Woods Extract .pdf[2]) twice states that the acreage is 34.054 acres;[3] this packet *never* uses the 24.054-acre number in its prose.

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[1] This firm has applied for a PUD to construct nine condominiums in five separate buildings on 0.723 acres at the northeast corner of Skyles Place and Iowa Avenue—two lots that are zoned WR-2 and that collectively measure 215 feet by 150 feet.

[2] This "extract" consists of pages 92–119 from the 403-page "Packet.2014-04-07.pdf."

[3] On page 2 of the packet, in a letter from Wendy Compton-Ring to the Mayor and City Council, dated April 1, 2014, we read: "The Wapiti Woods at Elk Highlands preliminary plat is a 34-lot subdivision on 34.054 acres located on Big Mountain." On page 13 of the packet, under "Public Notice of Proposed Land Use Action" for the

Anyone reading this packet's text would believe that the Wapiti Woods development consists of 34.054 acres.

**The *2009* Packet**
The 2009 packet (2009 WW Council Packet.pdf) states five times that the acreage is 34.054 acres,[4] and thirteen times that the acreage is 24 acres.[5] Anyone reading this packet's text could well be excused for being confused.

**Determining the Correct Number**
The *only way* for a reader of the 2014 packet to discover the true acreage under discussion is to consult the survey performed by Sands Surveying, Inc. This document, dated May 19, 2009, is titled "The Preliminary Plat of Wapiti Woods at Elk Highlands," and was approved by the City of Whitefish Planning Department on August 3, 2009. In the bottom left quadrant, in very small print, it lists *24.054* total acres, not 34.054 acres.[6] Here is a screen shot of the pertinent information from that document.[7]

| | |
|---|---|
| **Total Area:** | **24.054 Ac.** |
| **Lots:** | **8.084 Ac.** |
| **Roads:** | **3.378 Ac.** |
| **Open Space:** | **12.312 Ac.** |
| **Community Center Lot:** | **0.280 Ac.** |

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Council meeting held on April 7, 2014, we read: "The City of Whitefish would like to inform you that Thomas Penaluna, on behalf of Elk Highlands Inc, is requesting a 24-month extension to the Wapiti Wood at Elk Highlands preliminary plat. This subdivision consists of 34 single family lots on 34.054 acres."

[4] Pages 1, 203, 214, 239, and 266. Two examples. (1) On page 1, in the document "Major Subdivision Preliminary Plat Application," under "General Description of Subdivision," we read: "Total Acreage in Subdivision 34.054." (2) On page 214, a letter from Wendy Compton-Ring to the Mayor and City Council, dated June 14, 2011, states: "The Wapiti Woods at Elk Highlands Subdivision is 35 lot subdivision with 34 single family lots, a lot with a club house on 34.054 acres located west of Sunrise Ridge neighborhood on Big Mountain."

[5] Pages 9, 15 (2x), 34 (2x), 125, 127, 203, 225 (2x), 270 (3x). Two examples. (1) On page 34, as part of the document titled "Wapiti Wood at Elk Highlands: Environmental Assessment," dated May 29, 2009, we read: "As stated previously the proposed subdivision is located on 24 acres of varying topography." This long document is signed by Eric H. Mulcahy of Sands Surveying and by Tom Penaluna for Elk Highlands Inc. (2) On page 203, in the document titled "Whitefish City-County Planning Board Notice of Public Hearing" dated June 25, 2009, we read: "The requested amendment proposed to increase the density of a 24 acre area within the Elk Highlands neighborhood from 18 units to 35 units."

[6] 4-7-14 Council Packet-Wapiti Woods Extract .pdf, p., 102.

[7] Ibid.

I do not see how a reader of the 2009 packet could determine the correct number with certainty; the Sands survey was *not* part of that packet, for some reason. As I mentioned earlier, that packet *never* uses the 24.054-acre number; it *always* uses the 34.054-acre number.

Let me now draw your attention to the way that home density in the Wapiti Woods proposal was presented to the Council and to affected property owners in 2009. Consider these three quotations.

> The applicant is requesting the total area (acres) be expanded to 35 acres from 16 acres and the total number of units permitted be increased to 34 single family lots from 16 dwelling units—an increase in 18 units. As proposed, the gross density of the project would remain nearly the same of 1 dwelling unit per acre, but the development pattern clusters the dwelling units and preserved considerable open space.[8]

> The applicant is requesting the total area be expanded to 35 acres which is still within their boundaries and the permitted units be increased to 34 single family lots, an increase of 18 lots. The gross density will remain the same at 1 dwelling units per acre.[9]

> Planner Compton-Ring said this application is the preliminary plat application dividing the land into 35 lots, as was just allowed by the Council's passage of the zoning text amendment. The applicant is proposing 34 single family dwelling lots and one lot with a clubhouse. The gross density of the subdivision remains at one dwelling unit per acre.[10]

*Gross density* appears to be the key term. I looked it up. Here is what I found:

> **Residential Density**. When planners refer to density for residential areas, they usually express it as dwelling units per acre (du/acre). Gross density is the number of units divided by the acreage of the entire area and net density is the number of units divided the acreage of residential land.[11]

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[8] Letter to the Honorable Mayor Jenson and City Councilors from Chuck Stearns, City Manager, dated July 29, 2009, under "Project Scope," page iv, sent as part the information for the August 3, 2009, City Council meeting.

[9] Whitefish City Council Minutes for August 3, 2009, page 6.

[10] Whitefish City Council Minutes for August 3, 2009, page 8.

[11] From QN12.pdf, which is available at this link: https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&cad=rja&uact=8&ved=0CC0QFjAB&url=https%3A%2F%2Fwww.planning.org%2Fpas%2Fquicknotes%2Fpdf%2FQN12.pdf&ei=ebmxU_rWM8_6oATbuIGoAg&usg=AFQjCNGgfybYJmt0tPgJWy0OXLVwyzpMmA&sig2=V5VSlIRsVzF6KXwb--uwYQ&bvm=bv.69837884,d.cGU.

The density figure presented to the Council and land owners is *gross density*: the total number of acres divided by the total number of lots. Three times the gross density is stated to be "one dwelling unit per acre," as quoted above—a number that most likely was *highly* misleading to the property owners in the immediate vicinity of Wapiti Woods since it suggests that the lots are, on average, one acre in size.

What potentially affected property owners really are interested in is *net density*, a figure that never is spelled out or provided in the materials related to the Council's 2009 decision to approve the Wapiti Woods proposal. *Net density* is the figure that results from dividing the amount of *residential/buildable* land in a development by the number of residential lots. As I will show below under the heading "Problems with Cabins," the net density of Wapiti Woods is not one-acre lots but lots that average *0.238 acres* in size, because the amount of residential/buildable land in Wapiti Woods is only *8.084* acres.[12]

The issue of net density is important, since at least one near-by property owner was concerned about density, according to the minutes of the August 3, 2009, City Council meeting. I suspect that if all affected property owners had understood that the net density of Wapiti Woods is 0.238 acres, there would have been many, many more neighbors who would have spoken in opposition to this project in 2009.

**The City Council's Decision on August 3, 2009**

On August 3, 2009, the City Council unanimously passed a motion

> to approve the Application of Elk Highlands, Inc. for Approval of a Preliminary Subdivision Plat to Divide 34.054 Acres into 35 Lots as Wapiti Wood at Elk Highlands with 20 Conditions; adopting Staff Report #WPP-09-18,[13] findings of fact and relative public comment.[14]

The motion should have read *24.054* acres, not *34.054* acres—a 30% difference, as noted earlier in this letter. So in essence, the City Council approved a motion that contains a major error: the actual size of the property in question. This raises an important question in my mind: Is a motion that includes a 30% error valid? Should the whole question of the Wapiti Woods preliminary subdivision plat request be revisited by the Council? I am not an attorney, but I wonder if a decision based on significantly incorrect information places the Council in a legally unpleasant position.

**Implications**

In my opinion, the fact that the correct number of acres under discussion for the Wapiti Woods development was presented in such a confusing manner in the 2009 packet, and the fact that it can only be discovered in one place, in very small print, in the 2014 packet, casts serious doubt over the transparency and intelligibility of this entire approval

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[12] Packet.2014-04-07.pdf, p. 102.

[13] WPP-09-18 can be found in "2009 WW Council Packet.pdf."

[14] Whitefish City Council Minutes, August 3, 2009, page 10.

process.[15] Based on the minutes, in 2009 the City Council members thought they were voting to approve 35 lots on 34 acres, not 35 lots on 24 acres. That casts doubt, in my mind, on the validity of the Council's decision.

## Problems with Graphics

The "Packet.2014-04-07.pdf" includes two graphics—a very small plat that shows Wapiti Woods (filled in with yellow) in relationship to the surrounding neighborhoods, whose lots are clearly shown in outline,[16] and the "Preliminary Plat of Wapiti Wood at Elk Highlands."[17] The "2009 WW Council Packet.pdf" is 279 pages long, all of which have to do with Wapiti Woods. This big PDF contains multiple graphics—cabin elevations; plats; overall development plans, including road circulation; figures; photographs; site plans; details regarding foundations, fill slopes, underdrainage, and French drains; exhibits regarding emergency access; various maps, including a 150-foot ownership map, a slope map, and a vicinity map.

Despite a plethora of graphics in the two PDFs, there is one crucial thing that is *never* shown in any graphic or on any plat, and that is the size and location of the lots in Wapiti Woods relative to—in the same plat with—the size and location of the lots in the surrounding neighborhoods. Whenever Wapiti Woods is shown in a plat that *also* shows the lots in the surrounding neighborhoods, the Wapiti Woods section is filled with hash marks, or it is grayed out, or it is filled in with the color yellow.[18]

The *one* time we are shown a detailed plat map of Wapiti Woods (in the "Preliminary Plat of Wapiti Wood at Elk Highlands") with lot locations and sizes, we are *not* shown the lots of the surrounding neighborhoods. The plat is of Wapiti Woods only. This makes it impossible for anyone to see just how tiny the Wapiti Woods lots really are compared to the lots in the surrounding neighborhoods, a topic I deal with in the next section.

Theoretically, a single plat could be constructed that shows the size and locations of the lots in Wapiti Woods *and* in the surrounding neighborhoods. I wonder why this has not been done. Such a plat would have greatly helped the property owners in these neighborhoods to see and to grasp what Wapiti Woods means for their properties.

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[15] One can only wonder what the property owners in the neighborhoods surrounding the Wapiti Woods development understood the case to be in 2009.

[16] Packet.2014-04-07.pdf, p. 94.

[17] Ibid, p. 102.

[18] See, for example, hash marks in the "Vicinity Map for Wapiti Wood at Elk Highlands," 2009 WW Council Packet.pdf, p. 199; graying out in the "150 Foot Ownership" map, 2009 WW Council Packet.pdf, p. 192; and the yellow in Packet.2014-04-07.pdf, p. 94.

## Problems with *Cabins*

The third concern I have with the documents in the 2009 and 2014 packets has to do with the word *cabins*. I have two concerns regarding this term.

First, *cabin* or *cabins* is *not* used in the 2014 packet[19] to describe the structures that would be built in the Wapiti Woods development. Readers of the 2014 documents who do not *also* plough their way through the 279 pages of the 2009 packet, or who, in the almost five years that have transpired since the 2009 City Council meeting concerning Wapiti Woods, have forgotten the particulars of the project, will not be aware that the developer of Wapiti Woods proposes to build up to 34 *cabin-sized* structures. Here are the pertinent quotes from the 2009 packet.

> The design concept for Wapiti Wood at Elk Highlands is to create a neighborhood of single family detached cabins on small sublots.[20]
>
> With the development of the cabin product, we are keeping the lots small and trying to maximize the open space with the project. . . . Because the project will offer fractional ownership, the developer of the subdivision will also construct all of the residential cabins on the property.[21]
>
> The development currently under consideration for this site includes 32 single family and cabin units on 24 acres of land.[22]
>
> The design concept for Wapiti Wood at Elk Highlands is to create a neighborhood of single family detached cabins on small sublots.[23]
>
> In 2009 Elk Highlands proposed an amendment to the Big Mountain Overall Development Plan (ODP) for the 24 acres known as Wapiti Wood @ Elk Highlands, The ODP which was approved by the Whitefish City Council, allowed an increase in density from 18 units to 34 units with the intention of building smaller resort cabins in a clustered design preserving 52% of the 24 acres in open space. Even if the preliminary plat of Wapiti Wood expires, the Big Mountain ODP preserves the 34 units of density on the 24 acre site as the ODP does not expire.[24]

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[19] Packet.2014-04-07.pdf.

[20] "Amendment to Big Mountain West Overall Development Plan," 2009 WW Council Packet.pdf, p. 15.

[21] "Wapiti Wood at Elk Highlands: Environmental Assessment," ibid., 33.

[22] "Traffic Impact Study Wapiti Wood at Elk Highlands Residential Development Whitefish, Montana," ibid., 127.

[23] "Amendment to Big Mountain West Overall Development Plan," ibid., 225.

[24] Letter from Thomas R. Penaluna and Kenneth A. Lockard to Wendy Compton-Ring, dated April 2, 2014, 2009 WW Council Packet.pdf packet, p. 270.

The first four quotes are from documents dated 2008 and 2009. The last quote is from a letter that Thomas R. Penaluna and Kenneth A. Lockard sent to Wendy Compton-Ring. It is dated April 2, *2014*, but it was *not* included in the "4-7-14 Council Packet-Wapiti Woods Extract .pdf" packet. Instead, it was included near the very end (pages 270–71 out of 279) of the *2009 WW Council Packet.pdf packet*. Why is a document that clearly is pertinent to the upcoming Council meeting about Wapiti Woods buried near the very end of a lengthy set of *2009* documents? Why was this letter not included in the current *2014* packet?

My second concern about *cabins* is that building over 30 "smaller resort cabins in a clustered design"[25] that "offer fractional ownership"[26] is tremendously out of keeping not only with the lot size and home density of every neighborhood that surrounds Wapiti Woods but also with the single-family nature of those homes.

I have visited Karl and Carol Moody's home at 566 Elk Highlands Drive many times over the past several years. We are friends. I have snowshoed across many acres of their neighborhood with them, and driven almost all the roads in the Elk Highlands area. I have marveled at the sensible development that has occurred around the Moody's home and in the Elk Highlands area in general. The area consists of large, tasteful homes that are well-spaced from one another and situated on adequately sized lots that vary from about one acre to multiple acres in size.[27] When driving through these neighborhoods, you have a sense of balance between home size, lot size, buffer size, and the proximity of one home to another. The Wapiti Woods proposal threatens to unbalance the large home-large lot equation and to upend the existing equilibrium of the surrounding neighborhoods.

The Sands survey—"Preliminary Plat of Wapiti Wood at Elk Highlands" (referred to earlier in this letter)—lists 24.054 acres in the Wapiti Woods development. This makes the density of the 34 proposed cabins in Wapiti Woods sound like one per 0.707 acres,[28] which would be on the extreme low end of the lot sizes in the surrounding neighborhoods. But according to the survey, only *8.084* acres of Wapiti Woods are actually designated as "lots."[29] Thus the *average* lot size sounds like it would be 0.238 acres.[30] But that is not correct by a long shot. Here is a table of the 34 *actual* lot sizes as

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[25] Ibid.

[26] "Wapiti Wood at Elk Highlands: Environmental Assessment," 2009 WW Council Packet.pdf, 33.

[27] See, for example, the lot sizes in "Exhibit B: Elk Highlands Phases 1 & 2," 2009 WW Council Packet.pdf, p. 112.

[28] This would be the *gross density*. See the discussion of this above under "Problems with Numbers."

[29] Packet.2014-04-07.pdf, p. 102.

[30] This would be the *net density*. See the discussion of this above under "Problems with Numbers."

listed on the Sands Surveying "Preliminary Plat of Wapiti Wood at Elk Highlands" document:[31]

| Lot # | Acreage |
|---|---|
| 1 | 0.302 |
| 2 | 0.187 |
| 3 | 0.171 |
| 4 | 0.181 |
| 5 | 0.146 |
| 6 | 0.142 |
| 7 | 0.143 |
| 8 | 0.149 |
| 9 | 0.127 |
| 10 | 0.223 |
| 11 | 0.146 |
| 12 | 0.199 |
| 13 | 0.179 |
| 14 | 0.180 |
| 15 | 0.179 |
| 16 | 2.544 |
| 17 | 0.148 |
| 18 | 0.130 |
| 19 | 0.158 |
| 20 | 0.200 |
| 21 | 0.193 |
| 22 | 0.204 |
| 23 | 0.190 |
| 24 | 0.179 |
| 25 | 0.183 |
| 26 | 0.186 |
| 27 | 0.149 |
| 28 | 0.198 |
| 29 | 0.150 |
| 30 | 0.132 |
| 31 | 0.122 |
| 32 | 0.110 |
| 33 | 0.119 |
| 34 | 0.135 |

Only *one* lot is larger than an acre, lot #16, which is 2.54 acres. The next largest lot, #1, is 0.302 acres—about three times smaller than the smallest lot in the surrounding neighborhoods and eight times smaller than the largest Wapiti Woods lot. Three Wapiti Woods lots are between 0.20 acres and 0.223 acres. The remaining 29 lots—the vast majority of the project—are less than 0.20 acres. Of those 29 lots, 14 are less than 0.15 acres. In other words, Wapiti Woods is a development that is primarily composed of tiny lots (less than 0.20.acres) that have little to no resemblance, size-wise, to the lots in the surrounding neighborhoods. It appears to me from my drives through the area that the homes actually are in the 4,000 sq. ft. to 4,500 sq. ft. and larger range. These homes are considerably larger than the cabins proposed for Wapiti Woods, which, according to the

[31] Ibid.

elevations and information on page 7 of "2009 WW Council Packet.pdf" would have 2,793 sq. ft. of heated living space.[32]

**Conclusion**

The information provided in 2009 to the City Council and to property owners about the proposed Wapiti Woods subdivision misrepresented the actual size of the property in question.[33] Neither the property owners nor the Council understood that the proposed subdivision was 24.054 acres, not 34.054 acres, in size. Thus the Wapiti Woods proposal was a seriously flawed one, and the Council's decision to approve it was based, in part, on significantly inaccurate information.

Nowhere in the 2009 and 2014 materials is *net density* spelled out. Laypersons reading the 2009 materials most likely would have understood the "one dwelling unit per acre" language to mean that the lots in Wapiti Woods would be one-acre in size. The failure to provide the net density figure to the City Council and to the affected property owners is a serious one, in my opinion, and constitutes another misrepresentation.

The proposed Wapiti Woods development is out-of-keeping with the surrounding neighborhoods in terms of density, home size, and lot size. The information provided in 2009, and more recently to property owners in the zone adjacent to Wapiti Woods, is opaque in significant, and potentially misleading, ways, as I pointed out earlier in this letter.

In the interest of fairness to the property owners within the 300-foot zone and to their neighbors outside that zone, I encourage the City Council both to deny Mr. Penaluna's request for a 24-month extension for the Wapiti Woods at Elk Highlands preliminary plat and to give serious consideration to revising the 2009 agreement in a manner that addresses the strong and reasonable concerns of the Moodys and their neighbors.

Thank you for giving consideration to this letter.

Sincerely,

John

John Hughes
623 Iowa Avenue
Whitefish, MT 59937

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[32] The 2,793 sq. ft. number is taken from the table in the top right corner of the elevations for a 4-bedroom-with-loft cabin. Will all the cabins be this size? Will some, many, or most be smaller?

[33] Although this misrepresentation may well have been a clerical error, it is a significant error, nonetheless.

**Wendy Compton-Ring**

**From:** Paul Okerberg <paulokerberg@bellsouth.net>
**Sent:** Monday, June 30, 2014 10:36 PM
**To:** Wendy Compton-Ring
**Subject:** Re: Wapiti Woods development - Public Comment

Ms. Compton-Ring,

Based on my conversation with you this morning - the issue before the City Council meeting on July 7th is whether or not the City will extend the preliminary plat and conditions for the Wapiti Woods development. The City Council's decision impacts: (a) the developer - Mr. Penaluna's right to develop his property and (b) the people who live or own property on the mountain because it is their home; where they live - (full or part-time) or chose to invest. It should be an easy decision on face value but very few decisions are simple when it impacts a lot of people.

I know this issue and your office has received considerable opposition and some support to extend the preliminary phase of this project for the developer. I believe the majority of the opposition to the development stems from the fact the Big Mountain community has changed considerably since this development was initially proposed. There are over a dozen new homes either adjacent to or close to the vicinity of the proposed Wapiti Woods. Many of these homeowners/landowners were not aware of the proposed development and its relatively high density, its location, and subsequent impact. Whether the information initially provided for the development was adequate and accurate, or notice given to the appropriate requisite property owners impacted can be debated but is not as important as now trying to find a path where both developer and area residents can work together on a equitable solution.

My hope and request is that the City Council respect both sides and facilitate a productive discussion on ways Mr. Penaluna and the mountain community can work together to find common ground.

For example, the entrance road to Wapiti Woods has been one controversial issue because of its close proximity to neighboring homes, lots and impact on private roads to get there. Has access to Wapiti Woods been considered above Lot #25 in Elk Highlands as depicted on the Wapiti Woods site plan? That would enable the

proposed entrance road from the top of Northern Lights/West to be used as the emergency egress route - instead of onto Ridge Run Drive. There is considerable acreage in that area (adjacent to Lot #25 for a switch back or two) if a direct route might have an excessive grade from Elk Highlands Drive into Wapiti Woods. That modification alone may be enough to allow the developer and the adjacent property owners to work together and resolve a major issue. This would also solve the fact that the proposed entrance road into Wapiti Woods is failing badly (has major cracks and soils stability issues); very narrow; and every year has rock and boulders fall onto it from the bluff above; as well as alleviating more damage to private roads and noise, traffic through Elk Highlands Phase II and Northern Lights West.

I support Mr. Penaluna's right to develop his property and he has done a good job in Elk Highlands despite trying economic times. He is a known entity and he and his partner have sizable tracts adjacent to Wapiti Woods where they may build their own homes on in the future. However, I do believe City Planning and Mr. Penaluna have erred in the proposed density for the development as I believe the number of home sites will not be practical after roads, easements, setbacks, etc are in place and when the developer gets in there and actually works with the varying topography. It would be a mistake similar to what has happened elsewhere on the Mountain where the homes are on the property lines and there is no privacy or space for future buyers to enjoy residences expected to list for $900K to $1 million?

I'm not a civil engineer, city planner, or developer - just a full-time Big Mountain resident who will be building directly across from Wapiti Woods next year and who can recognize when our city council representatives need to facilitate a meeting (or two) and make a decision wherein all parties work together to make the right choice for our community - present and future. Denying or granting an extension is easy. I believe it is in the City Council's purview and is what we expect of our elected officials to do more than the minimum. Let's do what the federal government either can't seem to figure out or refuses to do - work together so we don't oppose development and change - but promote development that is respectful and appropriate for the community.

Paul D. Okerberg
476 Elk Highlands Drive
Whitefish, MT 59937

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

July 1, 2014

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

RE: Timber Ridge Preliminary Plat: WPP 14-04

Honorable Mayor and Council:

**Summary of Requested Action:** This is a request by Bret Walcheck from 48 North Engineering on behalf of Whitefish West Limited Partnership for a 15-lot preliminary plat called Timber Ridge. The property is located at 265 Haugen Heights Road and is 4.39 acres.

**Planning Board Action:** The Whitefish City-County Planning Board met on June 19, 2014 and considered the requested preliminary plat. Following the public hearing, the Planning Board was unable to pass a motion either for approval or denial. (Phillips and Ellis were absent).

At the hearing, it was discovered that the applicant was interested in having single family on the west side of the development and duplex on the east side of the development, but the staff report and portions of the preliminary plat application indicated that the development would only be single family. This property is zoned WR-2 which permits both single family and townhouse/duplex provided the minimum lot size can be met. There were concerns on the part of some Board members that the staff report did not fully reflect this aspect of the development and that there could be some additional concerns that need to be mitigated. On the other hand, some Board members acknowledged the zoning is WR-2, the property was purchased to with the ability to have townhouses/duplexes and the City standards were being met with the request.

**Planning & Building Department Recommendation:** Staff recommended approval of the above referenced preliminary plat. The recommended staff conditions of approval are attached to this report since the Planning Board did not offer a recommendation. The staff report has been revised to reflect the modification described above.

**Public Hearing:** One neighbor to the project spoke at the public hearing. The neighbor was concerned with the lack of a park, the street intersecting with her lot in a 'T'

intersection that would shine car lights into her home, the loss of trees and questions regarding the improvements to and maintenance of Lake Park Lane (along the north side of the property). The draft minutes for this item are attached as part of this packet.

This item has been placed on the agenda for your regularly scheduled meeting on July 7, 2014. Should Council have questions or need further information on this matter, please contact the Planning Board or the Planning & Building Department.

Respectfully,

Wendy Compton-Ring, AICP
Senior Planner

Att: Exhibit A, Staff Recommended Conditions of Approval, 6-12-14
Draft Minutes of 6-19-14 Planning Board Meeting

***Exhibits from 6-19-14 Staff Packet***

1. Staff Report – WPP 14-04, 6-12-14
2. Element Review, 4-21-14
3. Sufficiency Review, 5-12-14
4. Adjacent Landowner Notice, 5-30-14
5. Advisory Agency Notice, 5-30-14
6. Application for Preliminary Plat, 4-14-14
7. Letter, Katherine Harding, 6-15-14

c: w/att Necile Lorang, City Clerk

c: w/o att Brett Walcheck, 48 North Engineering, 151 Business Center Loop, suite A Kalispell, MT 59901
Shawn Hess, Whitefish West Ltd Partnership, 109 Sierra Vista Ct Lethbridge, AB T1J 4P4

# Exhibit A
# Timber Ridge
# WPP 14-04
# Staff Recommended Conditions of Approval
# June 12, 2014

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 shall be in substantial conformance with the approved preliminary plat 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, 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. All roads within the subdivision shall be built to City of Whitefish Public Works Standards and the Whitefish Subdivision Regulations unless otherwise approved by the Public Works Director. (City Engineering Standards, 2009)

7. A 10-foot right-of-way along the northern property line shall be dedicated to the City at the time of final plat. (Finding 4)

8. 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)

9. The Fire Marshal shall approve the placement and design of all fire hydrants prior to their installation and fire access. (UFC; Subdivision Regulations §12-4-19; Engineering Standards, 2009)

10. A map of fire protection feature shall be submitted to the fire chief for review and approval prior to final plat. This map will show access roads, hydrants, water supply point and any other pertinent items. The approved map will become a component of the CC&Rs. (§12-4-6I)

11. 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)

12. 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)

13. Cash in lieu of parkland dedication shall be paid at the time of final plat. (Subdivision Regulations §12-4-11E)

14. Annexation of the development shall occur upon approval of the preliminary plat prior to final plat. (§12-2-3)

15. A tree retention plan shall be submitted to the Planning Department for review and approval. Appropriate trees outside building envelopes, driveways and roads shall be preserved. Any additional tree removal shall be approved by the Planning Department (§12-4-5)

16. The following notes shall be placed on the face of the plat:
    - House numbers shall be located in a clearly visible location.

    (Subdivision Regulations §12-4-29, §12-4-6; City Engineering Standards, 2009)

17. A common off-street mail facility shall be provided by the developer and approved by the local post office. (Subdivision Regulations §12-4-24)

18. Prior to approval of the final plat, the applicant shall produce a copy of the proposed Covenants, Conditions and Restrictions (CC&Rs) for Timber Ridge Subdivision Homeowners' Association (HOA) providing for:
    - 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 §12-4-29; City Engineering Standards, 2009)

19. The Timber Ridge preliminary plat is approved for three years from Council action. (Subdivision Regulations, §12-3-8)

DRAFT

# WHITEFISH CITY PLANNING BOARD
# MINUTES OF MEETING
# JUNE 19, 2014

**CALL TO ORDER AND ROLL CALL**

The regular meeting of the Whitefish City-County Planning Board was called to order at 6:00 p.m. Board members present were: Ken Stein, Scott Wurster (arrived at 6:08 p.m.), Vic Workman, Karen Reeves, Ted Roosendahl and Greg Gunderson. Members absent were Chad Phillips and John Ellis. Planning Director Taylor, Senior Planner Compton-Ring and Planner Minnich represented the Whitefish Planning & Building Department. There were approximately 20 people in the audience.

**APPROVAL OF MINUTES**

Gunderson said on page 3 Roosendahl name was spelled wrong. Workman moved and Stein seconded to approve the May 15, 2014 minutes as amended. On a vote by acclamation the motion passed unanimously.

**COMMUNICATIONS FROM THE PUBLIC**

none

**OLD BUSINESS**

none

**WHITEFISH WEST LIMITED PARTNERSHIP TO SUBDIVIDE 4.39 ACRES INTO 15 SINGLE FAMILY LOTS**

Whitefish West Limited Partnership is proposing to subdivide 4.39 acres into 15 single family lots. The property is undeveloped and is zoned WR-2 (Two-Family Residential District). The property is located at 265 Haugen Heights Road and can be legally described as Lake Park Addition.

**STAFF REPORT WPP 14-04**

Senior Planner Compton-Ring said the Preliminary Plat for 15-lots are on 4.39 acres. The gross density of the subdivision is 3.42 dwelling units per acre. All lots front on the public right-of-way that will connect Haugen Heights Road to Lake Park Lane. Lake Park Lane is currently a narrow gravel city and county right-of-way, but will be entirely annexed into the city and improved to a 20-foot wide paved surface. The internal public street will be designed to meet city standards with curb, gutter, sidewalks, landscape boulevard, street trees and city lighting.

The property is located at 265 Haugen Heights Road to the north of Old Town neighborhood. A notice was mailed to adjacent land owners within 300-feet of the subject parcel on May 30, 2014. A sign was posted on the property on May 30, 2014. Advisory agencies were noticed on May 30, 2014. A notice was published in the Whitefish Pilot on June 4, 2014. Compton-Ring said they did receive a letter on Monday from a neighbor with her concerns. She was concerned with car lights that would be coming into her house. She suggested that maybe they could reconfigure the road enough that the car lights would not shine into her house. She was also

concerned that there was no parkland because there are not a lot of public parks and open space in the neighborhood. She wondered if Lake Park Lane could be left in dirt, if the stormwater facility could be well landscaped and if trees could be maintained in a buffer on the property.

The Whitefish Fire Marshal reviewed and will approve the placement and design of all fire hydrants prior to their installation and emergency access for the proposed private streets. The Fire Department is satisfied with the road layout.

There are a number of standards within the Subdivision Regulations that address the Wildland Urban Interface in order to protect the residents of the proposed neighborhood and the adjoining neighborhoods. Staff will recommend these as conditions of approval.

The subdivision is proposed to access off Haugen Heights Road and Lake Park Lane, both public streets. The applicant is proposing to improve Haugen Heights Road by installing a sidewalk along their frontage. There are some existing street trees that were installed at the time of the Old Town subdivision. Lake Park Lane will be improved to a paved 20-foot wide surface. No other improvements will be made to this road, as it will function similar to an alley.

The project will generate 144 total daily trips. The streets affected by the proposal are operating at a Level 'A' and will continue to do so after build-out of the development.

The applicant is proposing stormwater to sheet flow across lots to the street where it will be captured in the gutter and collected by curb inlets. The flow will then be conveyed via pipe to the central stormwater management system in the northeast corner of the project.

The project proposes to utilize the City water system. The City is requesting Lake Park Lane be improved to a 20-foot wide paved surface from the western property line of the subject property to the intersection with State Park Road. In addition, the city is requesting an additional 10-foot of right-of-way be dedicated to the city along their frontage at the time of final plat in order to add to the substandard right-of-way of 40 feet. If development occurs on the north side of Lake Park Lane occurs the city would also request 10-feet in order to create the full 60-foot right-of-way.

The parkland dedication requirement is 0.45 acres. Instead of dedicating land, the applicant is proposing pay cash in lieu of the land dedication. The Parks Board reviewed the proposal at their regular meeting on May 13, 2014 and is recommending to the

Council to accept the cash instead of the land. In making their determination, the Park Board found the location would be undesirable for a public park. The cash will be paid at the time of final plat and will be used within the district of the subdivision to acquire or develop parkland. According to state and local law, no more than 50% of the money can be used for park maintenance.

The Whitefish Growth Policy designated this area as Urban which generally corresponds to WLR, WR-1 and WR-2. The existing WR-2 complies with the Growth Policy.

It is recommended that the Whitefish City-County Planning Board adopt the findings of fact within staff report WPP 14-04 and recommend to the Whitefish City Council the Preliminary Plat for the Timber Ridge be **approved**, as submitted by the applicant, subject to the following 19 conditions. Compton-Ring reviewed a couple of conditions including: #7- A 10-foot right-of-way along the northern property line shall be dedicated to the City at the time of final plat. #13- Cash in lieu of parkland dedication shall be paid at the time of final plat.

Compton-Ring said she did talk to Public Works about the concern of the neighbor and they said maybe they could do something with the road to help with the lights shining into her house. Public Works will not be installing any street lights at this time on Lake Park Lane and the stormwater collection pond will meet City Standards. Reeves said the application identifiesthat there will be townhouses on the east side and the west side are single family but staff report says single family only. Senior Planner Compton-Ring said she understood they were just doing single family homes.

**APPLICANT/AGENCIES**

Brett Walcheck with 48 North Engineering was representing the applicants. He said the site review did show single family and the applicant understood with the zoning he would be capable of single family or townhouses. Reeves feels that putting in townhouses would change the trips into town and that a traffic study may need to be done. Brett does not know if they are building on all the lots or will be selling them. Stein asked if they do duplexs they are ok but if they build townhouses they would come back for subdivision review. Senior Planner Compton-Ring said if they do a subdivision then they would have to come back. Gunderson feels that finding-of-fact #4 would cause more negative effects on the local services such as police and schools. Stein is concerned about the extra traffic on State Park Road. Reeves asked Brett about the stormwater retention pond and where it will be located. Brett said the as the stormwater accrues it will be routed to the northeast. He said there are standards with Public Works that they have to meet.

**BOARD MEMBER LEFT**

Workman stepped out of the meeting at 7:50 p.m.

**MEETING**

**PUBLIC HEARING**

Kathleen Harding said she is the one who had sent in a letter on Monday. She said the staff report does say single family lots and now they are saying townhomes on the east side which is the smallest. She is concerned that many of the homes take the whole lot and no yard for the kids to play so they will be in the streets. She is concerned about the lack of open space as she would like to see some parkland put in. She is concerned about who will be doing the plowing of the road because the City owns just past Patton Lane. She would like to see a buffer of trees. She concerned about the retention pond because Old Town pond they put a chain link fence around it she would much rather see some landscaping instead.

**BOARD MEMBER RETURNED**

Workman returned to the meeting at 8:57 p.m.

Wurster said if they did the townhomes they would have to come back for review, Compton-Ring said only if they do a subdivision. Stein asked the engineer why they show townhouses on the east side instead of the west. Brett's understanding is that the western side is more pleasing for single family homes. Roosendahl asked if they could just put only single family homes in the subdivision. They could make that a condition if they wanted. Wurster asked if the City has the sewer treatment plant capacity to handle this development. Director Taylor said the Growth Policy does support this expansion and the Public Works Director would make sure that everything is being met within the standards. Brett said they are following everything that is being asked and this is the start of the process by asking permission to move forward with the project.

**MOTION**

Wurster moved, seconded by Workman, to adopt staff report as finding-of-fact and recommend to the Whitefish City Council that the Preliminary Plat WPP 14-04 request be approved subject to the 19 conditions.

**MOTION**

Wurster moved to add a condition that requires a treed buffer zone instead of rerouting the road.

Gunderson said the buffer is on lots 8 and 16. Wurster withdrew his motion.

**MOTION**

Wurster moved, seconded by Roosendahl, to add a condition that they be single family homes only.

Stein feels this would take away their right to build which they can in this zone and it would also be a condition of the plat. Workman said they have put a lot of thought into this and he does not feel we can tell them only single family homes. Workman also said the developer bought this with the option to be able to build single and

townhouses so we should not change this to single family.

**CALL FOR VOTE**

Wurster called for a vote, seconded by Workman. The motion failed on 1 to 5 vote with Wurster, Stein, Reeves, Gunderson and Workman voting opposed.

**BOARD DISCUSSION**

Reeves said the staff report needs to be corrected so it shows both single family and townhouses.

Gunderson said the zoning is appropriate here but he has a hard time recommending approval at this time as some of the finding-of-facts need to be fixed. He said Finding 1 could change because of traffic study, page 4 on Effects on Local Services could change, compliance with zoning as it references for single family only, on the Park Land Open Space requires you get $13,000 with $6,500 towards park land and the rest can go to maintenance. He is not fond of the road design where it 'T's into another existing house. Gunderson said if they vote no it still goes to City Council and it would give the applicant time to clear this up. Reeves asked Brett how long would a traffic study take he said around 30 days at the least. Brett does not feel they would need one as the trips would be under 200 a day. Compton-Ring said she can modify her staff report before it goes to Council.

**MOTION**

Reeves moved, seconded by Wurster to add a condition to require that the stormwater pond area not be fenced in.

Brett said they are proposing underground storage not above ground so it would be all natural.

**ROLL CALL**

The motion failed on a vote of 1 to 5 with Wurster, Stein, Workman, Gunderson and Roosendahl voting opposed.

**CALL FOR VOTE**

Wurster moved, seconded by Workman to call for a vote.

**ROLL CALL**

The vote on the motion to approve was denied with a vote of 2 to 4 with Stein, Gunderson, Wurster and Roosendahl voting opposed.

**MOTION**

Wurster moved, seconded by Gunderson to deny staff report WPP 14-04.

Stein said referring to Gunderson's comments would be purpose of denial. Workman said he feels they are lost in the process and they are just the first step in the process as the City Council will be addressing most of these issues.

**ROLL CALL**

The vote was 3-3 vote with the motion failed. It advances to the Council with no recommendation. This item is scheduled to go to City Council on July 7, 2014.

**TIMBER RIDGE**
**STAFF REPORT**
**PRELIMINARY PLAT**
**WPP 14-04**
**June 12, 2014**

A report to the Whitefish City-County Planning Board and the Whitefish City Council regarding a request by Whitefish West Limited Partnership for a Preliminary Plat for 15-lots on 4.39 acres. A public hearing is scheduled before the Whitefish City-County Planning Board on June 19, 2014 and a subsequent hearing is set before the City Council on July 7, 2014.

## I. PROJECT SCOPE

*UPDATED (7-1-14): At the public hearing before the Planning Board on June 19th, it was discovered that the applicant was interested in having detached single family on the west side of the development and the ability to have either detached single family or duplex/townhouse lots on the east side of the development, but the staff report and portions of the preliminary plat application indicated that the development would only be detached single family. At the request of the Planning Board, this staff report was updated to reflect this new information. (Updated information is in italics.) In addition, the applicant provided additional information and provided some updated numbers too – these are attached to this report. This information was provided to the Fire and Public Works Departments and they did not have any concerns with this modification.*

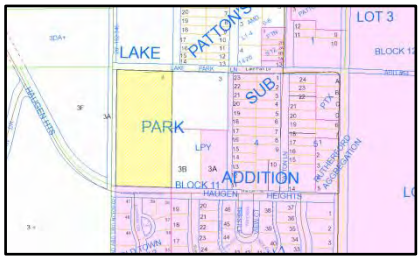
The applicant is proposing a 15-lot subdivision on a total of 4.39 acres. *The eight lots on the west side of Icehouse Terrace will be detached single family and the seven lots on the east side of Icehouse Terrace could be either detached single family or duplex/townhouse lots. If the future owner of a lot on the east side of Icehouse Terrace proposes a townhouse, they will be required to come back to the City for further subdivision review.* Gross density of the subdivision ~~is~~ *ranges from 5.01 to* 3.42 dwelling units per acre. All lots front on a public right-of-way that will connect Haugen Heights Road to Lake Park Lane. Lake Park Lane is currently a narrow gravel city right-of-way, but will be improved to a 20-foot wide paved surface. The internal public street will be designed to meet city standards with curb, gutter, sidewalks, landscape boulevard, street trees and city lighting.

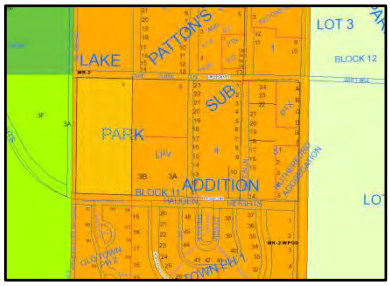
In lieu of dedicating parkland, the applicant is proposing to provide cash that is equivalent to 0.45 acres. The Park Board is recommending the Council accept the cash in lieu of the land dedication.

### A. Petitioner:

Whitefish West Limited Partnership
Shawn Hass
109 Sierra Vista Ct
Lethbridge, AB T1J 4P4

**Technical Assistance:**
Brett Walcheck, PE
48 North
151 Business Center Loop, suite A
Kalispell, MT 59901




**B. Location:**
The subject property is located at 265 Haugen Heights Road to the north of the Old Town neighborhood. It is described as Lot 4, Block 11 in Section 26, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana.

**C. Existing Land Use and Zoning:**
The property is undeveloped and the current zoning is WR-2 (Two-Family Residential District).

**D. Adjacent Land Uses and Zoning:**

| | | |
|---|---|---|
| North: | residential | WR-2 |
| West: | residential | WCR |
| South: | urban single family lots | WR-/PUD |
| East: | residential | WR-2 |

**E. Utilities:**

| | |
|---|---|
| Sewer: | City of Whitefish |
| Water: | City of Whitefish |
| Solid Waste: | North Valley Refuse |
| Gas: | Northwestern Energy |
| Electric: | Flathead Electric Co-op |
| Phone: | CenturyLink |
| Police: | City of Whitefish |
| Fire: | Whitefish Fire Department |
| Schools: | Whitefish School District #44 |

**F. Public Notice:**
A notice was mailed to adjacent land owners within 300-feet of the subject parcel on May 30, 2014. A sign was posted on the property on May 30, 2014. Advisory agencies were noticed on May 30, 2014. A notice was published in the Whitefish Pilot on June 4, 2014. As of the writing of this report, no comments have been received.

## II. REVIEW AND FINDINGS OF FACT

This request is reviewed in accordance with statutory criteria and the Whitefish Zoning and Subdivision Regulations.

### A. Effects of Health and Safety:

Fire: The Whitefish Fire Marshal reviewed and will approve the placement and design of all fire hydrants prior to their installation and emergency access for the proposed private streets. The Fire Department is satisfied with road layout.

Wildland Urban Interface: The property is at the base of Lion Mountain and a portion of the property, near Haugen Heights, has been thinned in recent years. There are a number of standards within the Subdivision Regulations that address the Wildland Urban Interface in order to protect the residents of the proposed neighborhood and the adjoining neighborhoods. Staff will recommend these as conditions of approval.

Flooding: Pursuant to the FEMA flood insurance rate map, community panel 30029C1090G, the property is outside the 100-year floodplain.

Access: The subdivision is proposed to access off Haugen Heights Road and Lake Park Lane, both public streets. The applicant is proposing to improve Haugen Heights Road by installing a sidewalk. There are some existing street trees that were installed at the time of the Old Town subdivision; hopefully these can be located within the planter strip, if not street trees will need to be installed the length of the Haugen Heights Road frontage. Lake Park Lane will be improved to a paved 20-foot wide surface. No other improvements will be made to this road, as it will function similar to an alley.

Traffic Impacts: The project will generate *a range of* 144 *to 158* total daily trips. *Even with the addition of possible duplex/townhouses on the east side of the street, no Traffic Impact Study is required, as it is less than 200 trips.* The streets affected by the proposal are operating at a Level 'A' and will continue to do so after build-out of the development. State Park rebuild, Hwy 93 W rebuild

**Finding 1:** The proposed subdivision will not have a negative effect on public health and safety because the Fire Department has reviewed the proposal for conformance with the fire code; the property is not locate within a mapped floodplain; access is off existing public streets; each lot will have physical access from a public street; and the amount of traffic generated will not have an adverse effect on the local streets.

**B. Effects on Wildlife and Wildlife Habitat:** The area is not mapped by the Montana Department of Fish, Wildlife and Parks as important winter range for big game. Nor is the area mapped by the Montana Natural Heritage Program as an area containing plant or animal species of concern. However, it is likely that deer and other animals use the site.

**Finding 2:** The subdivision should not have a negative effect on wildlife and wildlife habitat because it is not mapped by Montana Department of Fish, Wildlife and Parks as critical habitat.

**C. Effects on the Natural Environment:**

Surface and groundwater: The developer will extend municipal water and sewer to the subdivision thereby minimizing any potential impacts to the groundwater.

Slopes: The site is sloping from the west to the northeast.

Drainage: The applicant is proposing stormwater to sheet flow across lots to the street where it will be captured in the gutter and collected by curb inlets. The flow will then be conveyed via pipe to the central stormwater management system in the northeast corner of the project. This plan will be reviewed by the city and will be required to meet all current stormwater standards.

**Finding 3:** The subdivision should not have a negative impact on the natural environment because municipal water and sewer will be extended to the development, the topography of the property will be retained to the greatest extent practical and city staff will review the stormwater plan with the final engineering plans.

**D. Effects on Local Services:**

Water: The project proposes to utilize the City water system. The extensions from the main will be designed and constructed to City specifications to ensure minimum domestic and fire flow capability. The city has plans to extend a waterline from the Grouse Mountain neighborhood under Highway 93 W to Mountain Park. The line installation under the highway will occur with the next phase of the highway project, but the actual connection of the pipes to the water system will not occur immediately.

Sewer: The project proposes to utilize the City sewer system. The sewer facilities will be designed and constructed to City specifications.

Streets: The main street will be

privately constructed, but owned and maintained by the city. The internal street will be designed to meet the city standards including curb, gutter, sidewalk, planter strip, street trees and street lighting. The new street will connect Haugen Heights Road to Lake Park Lane. Lake Park Lane is a platted unimproved city street. The city is requesting Lake Park Lane be improved to a 20-foot wide paved surface from the western property line of the subject property to the intersection with State Park Road. In addition, the city is requesting an additional 10-foot of right-of-way be dedicated to the city along their frontage at the time of final plat in order to add to the substandard right-of-way of 40-feet. At the time development on the north side of Lake Park Lane occurs the city would also request 10-feet in order to create the full 60-foot right-of-way.

Schools: The site is within the Whitefish School District #44. At completion, using 2011 census information for Flathead County student generation rate of 0.31 students per single family unit, this subdivision could generate *a range of* approximately 5 *to 7* school-age children.

Parks and Open Space: According to the Subdivision Regulations §12-4-11, the parkland dedication requirement is 0.45 acres. Instead of dedicating land, the applicant is proposing pay cash in lieu of the land dedication. The Parks Board reviewed the proposal at their regular meeting on May 13, 2014 and is recommending to the Council to accept the cash instead of the land. In making their determination, the Park Board found the location would be undesirable for a public park. The cash will be paid at the time of final plat and will be used within the district of the subdivision to acquire or develop parkland. According to state and local law, no more than 50% of the money can be used for park maintenance.

Police: The project is in the City of Whitefish and will be served by the City Police Department. The proposed development will have some impact on the Whitefish Police Department; however, this subdivision is not anticipated to impact current levels of service.

Fire Protection: The Whitefish Fire Department serves the property. The proposed development will have some impact on the Whitefish Fire Department; however, this subdivision is not anticipated to impact current levels of service.

Solid Waste: North Valley Refuse is under contract with the City of Whitefish to handle solid waste for the city. Solid waste is taken to the Flathead County Landfill. There is sufficient capacity within the landfill to accommodate the additional solid waste generated from this subdivision.

Medical Services: Ambulance service is available from the fire department and ALERT helicopter service. North Valley Hospital is approximately four miles from the site.

**Finding 4:** The proposed subdivision does not pose any negative effects on local services because city staff has reviewed the preliminary plans for streets, water, sewer and stormwater, road improvements will be made that meet city standards, the fire

department has reviewed the proposal for conformance with the fire code and additional services, such as police and schools, are not anticipated to be affected.

**E. Effects on Agriculture and Agricultural Water User Facilities:**
This property has not been used for any agricultural purpose in the recent past. The property in question is adjacent to the city limits and will be annexed as part of the final plat.

**Finding 5:** The proposed subdivision does not pose any negative effects on agriculture or agricultural water users because there are no adjacent agricultural uses and the project will be connected to municipal water.

**F. Compliance with Growth Policy:**
The Whitefish Growth Policy designates this area as Urban which generally corresponds to WLR, WR-1 and WR-2. The existing WR-2 complies with the Growth Policy.

**Finding 6:** The project complies with the Growth Policy because the WR-2 zoning complies with the Urban designation.

**G. Compliance with Zoning:**
The subdivision is zoned WR-2. The proposed lots exceed the minimum, the setbacks and lot coverage with these lots will be achievable and they are proposing single family *(on Lots 1-8) and leaving the possibility open for townhouse/duplexes on the lots to the east*, which are permitted uses in this zone.

**Finding 7:** The project complies with the Zoning regulations because all zoning standards are being met.

**H. Compliance with Whitefish Subdivision Regulations:**
With the imposition of conditions, the subdivision complies with the Whitefish Subdivision Regulations.

**Finding 8:** The proposed subdivision complies with the Whitefish Subdivision Regulations because it meets all the standards contained within Title 12 of the Whitefish City Code.

**I. Compliance with the Montana Subdivision and Planning Act:**
Staff has reviewed the proposal for compliance with the Montana Subdivision and Platting Act and found that the requirements have been met.

**Finding 9:** The proposed subdivision complies with the Montana Subdivision and Platting Act, MCA 76-3.

## RECOMMENDATION

It is recommended that the Whitefish City-County Planning Board adopt the findings of fact within staff report WPP 14-04 and recommend to the Whitefish City Council the preliminary plat for the Timber Ridge be **approved**, as submitted by the applicant, subject to the following conditions:

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 shall be in substantial conformance with the approved preliminary plat 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, 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. All roads within the subdivision shall be built to City of Whitefish Public Works Standards and the Whitefish Subdivision Regulations unless otherwise approved by the Public Works Director. (City Engineering Standards, 2009)

7. A 10-foot right-of-way along the northern property line shall be dedicated to the City at the time of final plat. (Finding 4)

8. 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)

9. The Fire Marshal shall approve the placement and design of all fire hydrants prior to their installation and fire access. (UFC; Subdivision Regulations §12-4-19; Engineering Standards, 2009)

10. A map of fire protection feature shall be submitted to the fire chief for review and approval prior to final plat. This map will show access roads, hydrants, water supply point and any other pertinent items. The approved map will become a component of the CC&Rs. (§12-4-6I)

11. 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)

12. 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)

13. Cash in lieu of parkland dedication shall be paid at the time of final plat. (Subdivision Regulations §12-4-11E)

14. Annexation of the development shall occur upon approval of the preliminary plat prior to final plat. (§12-2-3)

15. A tree retention plan shall be submitted to the Planning Department for review and approval. Appropriate trees outside building envelopes, driveways and roads shall be preserved. Any additional tree removal shall be approved by the Planning Department (§12-4-5)

16. The following notes shall be placed on the face of the plat:
    - House numbers shall be located in a clearly visible location.

    (Subdivision Regulations §12-4-29, §12-4-6; City Engineering Standards, 2009)

17. A common off-street mail facility shall be provided by the developer and approved by the local post office. (Subdivision Regulations §12-4-24)

18. Prior to approval of the final plat, the applicant shall produce a copy of the proposed Covenants, Conditions and Restrictions (CC&Rs) for Timber Ridge Subdivision Homeowners' Association (HOA) providing for:
    - 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 §12-4-29; City Engineering Standards, 2009)

19. The Timber Ridge preliminary plat is approved for three years from Council action. (Subdivision Regulations, §12-3-8)

# Element Review
# Preliminary Plat Application

RE: Element Review for: Timber Ridge

Pursuant to MCA 76-3604(1)(a) and Whitefish Subdivision Regulations Section 12-3-4(A) we have determined your application:

- [x] Contains all the required Elements to begin a Sufficiency Review
- [ ] Is missing the following Elements:

Until the above-mentioned items are submitted, no further review will occur on your project.

Staff Signature

4-21-14

Date

# Sufficiency Review
# Preliminary Plat Application

RE: Sufficiency Review for: Timber Ridge

Pursuant to MCA 76-3-604(2)(a) and Whitefish Subdivision Regulations Section 12-3-4(B) we have determined your application:

☑ Contains sufficient detail to commence review of the application. Your application will be scheduled for Planning Board on June 19, 2014 and City Council on July 7, 2014.

☐ Is lacking required detail in the following Elements:

Until the above-mentioned items are submitted, no further review will occur on your project.

Staff Signature

4-21-14

Date

**Planning & Building Department**
**PO Box 158**
**510 Railway Street**
**Whitefish, MT 59937**
**(406) 863-2410 Fax (406) 863-2409**

# Public Notice of Proposed Land Use Action

The City of Whitefish would like to inform you that Whitefish West Limited Partnership is proposing to subdivide 4.39 acres into 15 single family lots. The property is undeveloped and is zoned WR-2 (Two-Family Residential District). The property is located at 265 Haugen Heights Road and can be legally described as Lake Park Addition, Lot 4, Block 11 in S26 T31N R22W.

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, June 19, 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, July 7, 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 *wcompton-ring@cityofwhitefish.org*. Comments received by the close of business on Monday, June 9, 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

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

Date: May 30, 2014

To: Advisory Agencies & Interested Parties

From: Whitefish Planning & Building Department

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The regular meeting of the Whitefish City-County Planning Board will be held on Thursday, June 19, 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, July 7, 2014 and items 3-5 on Monday, July 21, 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. Whitefish West Limited Partnership is proposing to subdivide 4.39 acres into 15 single family lots. The property is undeveloped and is zoned WR-2 (Two-Family Residential District). The property is located at 265 Haugen Heights Road and can be legally described as Lake Park Addition, Lot 4, Block 11 in S26 T31N R22W (WPP 14-04) Compton-Ring

2. EDM Development llc is requesting a Conditional Use Permit in order to construct a 5-plex. The property is undeveloped and is zoned WB-3 (General Business District). The property is located at 221/231 O'Brien Avenue and can be described as north ½ Lot 22, Lots 23-25, south ½ alley, Block 42, S36 T31N R22W. (WCUP 14-03) Compton-Ring

3. William and MaiBritt Bennett are requesting a Conditional Use Permit in order to construct an accessory apartment. The RV garage shown on the submitted site plan will be converted for the proposed accessory apartment and will be connected to the single family residence. The property is located at 416 Ramsey Avenue and can be legally descried as Lot 9-EXS142.5 of Block 2 in Ramseys Addition to Whitefish Subdivision, S35 T31N, R22W. (WCUP-14-02) Minnich

4. Brett and Janice Pierce are requesting a Conditional Use Permit in order to construct an accessory apartment. The proposed accessory apartment would be located above a proposed garage. The property is located at 728 Columbia Avenue and can be legally described as Lot 4, Block 13 of Riverside Addition to Whitefish, S36, T31N, R22W. (WCUP-14-04) Minnich

5. A request by the City of Whitefish to review the adopted 2007 Whitefish City-County Growth Policy, including a review of Future Land Use mapping, infill

policy, and implementation priorities, as per directives contained in the Growth Policy establishing a biennial review. WGPA 14-01 (Taylor)

6. Highway 93 West Corridor Land Use Plan work session. Introduction and overview of the draft plan.

Documents pertaining to these agenda items are 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 these proposals, phone 406-863-2410.

48 NORTH p.c.
Civil Engineering Services

151 Business Center Loop, Suite A ▪ Kalispell, MT 59901
▪ P) 406.756.4848 ▪ F) 406.756.4849

June 27, 2014

City of Whitefish – Planning and Zoning
Attn: Wendy Compton-Ring
510 Railway Street
P.O. Box 158
Whitefish, MT 59937

RE: Supplemental Information for the Timber Ridge Subdivision - Preliminary Plat Application Package

Dear Wendy,

This letter is in regards to Timber Ridge Subdivision Preliminary Plat Application Package and the public hearing process that it is currently underway. As you are aware on June 19, 2014 the proposed subdivision was presented to the Whitefish City-County Planning Board. During that meeting there was some questions presented by the Board regarding the permitted uses of the lots as per the zoning and how that correlated to the proposed uses within the application. The intent of this letter is to further clarify the Petitioners intended uses to the best of our ability and to provide some supporting documentation.

The subject property is currently zoned WR-2 (Two-Family Residential District) which allows for single family or two-family (duplex) dwellings. Within Part A of the Major Preliminary Plat Application under *Proposed Uses and Number of Associated Lots/Spaces* it identifies 15 single family lots. Within Part M under Codes Covenants and Restrictions is a draft copy of the Declaration of Covenants, Conditions of the Timber Ridge Subdivision and it basically identifies that lots 1-8 are single family and 9-15 are duplex lots. Therefore to help clarify this discrepancy, we would like to submit additional information to be used to both replace and to supplement the current information within the overall application package.

<u>Item #1:</u>
Please find attached with this letter a revised Major Preliminary Plat Application. The revised application consists of two changes. The first change is to the section identified as *Proposed Use(s) and Number of Associated Lots/Spaces*. The modified change now identifies that there are eight (8) Single Family lots and seven (7) Duplex lots. I believe it is important to note that it does not necessarily mean that the Petitioner will definitely be installing Duplex units on the identified lots. It is more to the intent to correlate with the draft Covenants that allows for Duplex's to be placed on lots 9-15.

The second change addresses a typo that occurred under the *Parkland/Open Space Proposal* portion of the application. Within the first sentence after "based off of" the number 0.3 has been changed to 0.03. The overall contributed amount did not change as the calculation was performed correctly.

Item #2:
During the Planning Board hearing there was discussion that if proposed lots 9-15 were to be Duplex's, that it would modify the trip generation rates. In order to address this concern I have attached some supporting data that will hopefully clarify this issue. Please find attached three spreadsheets that show the trip generation rates based off of differing lot uses.

> Single Family: If all 15 lots were built out as Single Family lots then the calculated daily trips equate to 144.
>
> Single Family/Duplex: If eight (8) of the lots were Single Family lots and the remaining seven (7) were Duplex's then the calculated daily trips equate to 158.
>
> Duplex: If all 15 lots were built out as Duplex's then the calculated daily trips equate to 174.

Even under the last scenario of all the lots being built out as Duplex lots, this is still below the requirement under 12-4-15 of the subdivision regulations requiring the need for a traffic impact study to be completed.

Item #3:
During the Planning board hearing there was also discussion regarding the need for additional water and sewer service if the lots were to be Duplex's. Please find attached a copy of Section 3.3 of the City of Whitefish Design Standards that addresses this issue. If a duplex was to be constructed, it would still fall under common ownership and a single service is permitted.

It is my hopes that this supplemental information helps to address the questions that were presented during the Planning Board Meeting. If you have any questions, please do not hesitate to call me at (406-756-4848).

Sincerely,

Brett Walcheck, P.E.
President

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

File #: _____
Date: _____
Intake Staff: _____
Element Review: _____
Sufficiency Review: _____

# MAJOR PRELIMINARY PLAT APPLICATION

FEE ATTACHED$ 5970.00
(See current fee schedule)

**INSTRUCTIONS:**

☐ A Site Review Meeting with city staff is required. Date of Site Review Meeting: 1/30/2014

☐ Submit the application fee, completed application and appropriate attachments to the Whitefish Planning & Building Department. The City recommends complete applications be submitted a minimum of **sixty (60) days prior** to the Planning Board meeting at which this application will be heard.

☐ Schedule a Date and Time with City Staff to Submit the Application: 3/28/2014 (Date/Time)

☐ The regularly scheduled meeting of the City-County Planning Board is the third Thursday of each month at 6:00PM in the Council Chambers at 402 E 2nd Street.

☐ After the Planning Board hearing, the application is forwarded with the Board's recommendation to the next available City Council meeting for hearing and final action.

## A. PROJECT INFORMATION:

Project /Subdivision Name: Timber Ridge Subdivision
Street Address 265 Haugen Heights, Whitefish, MT. 59937

Assessor's Tract No.(s) 0854001 Lot No(s) Lot 4
Block # 11 Subdivision Name Lake Park Addition
1/4 Sec SW Section 26 Township 31 N Range 22 W

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 Signature[1] Date

Whitefish West Limited Partnership (Shawn Hass)
Print Name

_____ _____
Applicant's Signature Date

_____
Print Name

_____ _____
Representative's Signature Date

48 North, P.C. (Brett Walcheck, P.E.)
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

## APPLICATION CONTENTS:

All applicable items required by *Appendix B: Preliminary Plat Submittal Requirements* of the Whitefish Subdivision Regulations must be submitted to the Whitefish Planning & Building Department with the application for preliminary plat, including the following:

**Attached**

X Preliminary Plat Application

X 11 copies of the preliminary plat

X One reduced copy of the preliminary plat not to exceed 11" x 17"

X Electronic version of plat such as .pdf

X One reproducible set of supplemental information.

X Certified adjacent owners list for properties within 300-feet of subject site

X Deed and Encumbrance Report (aka 'title report') no more than 90 days old

X Environmental Assessment

X Applicable items from Appendix B of the Whitefish Subdivision Regulations (can be found *at: www.cityofwhitefish.org*)

X Any additional information requested during the pre-application process

X Fair Market Appraised Value

X Recommendation from the Parks Board – unless exempt 12-4-10(C)

X $100.00 deposit for sign to be posted on-site during the duration of the public process (submit a separate check, which will be returned to you after you return the sign to the Planning Office)

When all application materials are submitted to the Planning & Building Department and it is found complete, the staff will schedule the subdivision for a public hearing pursuant to §12-3-5(D). The Council must act within 60 working days or 80 working days if the subdivision has 50 or more lots.

I understand I am responsible for maintaining the public notice sign on the subject property during the entire public process. I understand I will forfeit my $100.00 deposit, if I do not return the public notice sign to the Planning & Building Department in good condition after the public review.

_____ _____

Applicant Date

**B. OWNER(S) OF RECORD:**

Name: Whitefish West Limited Partnership (Shawn Hass) Phone: 403-393-6215

Mailing Address: _____

City, State, Zip: Lethbridge, Alberta, Canada, T1J 4P4

Email: hasser35@gmail.com

**APPLICANT (if different than above):**

Name: _____ Phone: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____

**TECHNICAL/PROFESSIONAL:**

Name: 48 North, P.C. (Brett Walcheck, P.E.) Phone: 406-756-4848

Mailing Address: 151 Business Center Loop, Ste A

City, State, Zip: Kalispell, MT. 59901

Email: Brett@48-N.com

Name: _____ Phone: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____

## C. GENERAL DESCRIPTION OF SUBDIVISION

- ☒ Initial Preliminary Plat
- ☐ Amendment to an Approved Preliminary Plat
- ☐ Change a Condition of Approval to an Approved Preliminary Plat (attach a narrative explaining which condition you are requesting to be changed and why the condition is no longer valid or warranted)
- ☐ Re-file of an Expired Preliminary Plat; date preliminary plat expired: _____

**ZONING DESIGNATION:** WR2

If proposing to change the underlying zoning, proposed zoning: _____

**LOTS AND ACREAGE:**

Total Acreage in Subdivision: 4.39 ac Number of Lots or Rental Spaces: 15

Maximum Size of Lots or Spaces: 0.28 ac Minimum Size of Lots or Spaces: 0.16 ac

Total Acreage in Lots: 3.34 ac Total Acreage in Streets or Roads: 0.91 ac

**PROPOSED USE(S) AND NUMBER OF ASSOCIATED LOTS/SPACES:**

Single Family: 15 Townhouse: _____ Mobile Home Park: _____ Duplex: ___ Apartment: _____

Recreational Vehicle Park: _____ Commercial: _____ Industrial: _____

Planned Unit Development: _____ Condominium: _____ Multi-Family: _____ Other: _____

**CRITICAL AREAS ON-SITE OR NEARBY:**

☐ Lake ☐ Wetlands ☐ Streams ☐ Stormwater Conveyance ☐ High Groundwater ☒ Slopes 10-30%

☐ Slopes 30%+ ☐ Floodplain

**PARKLAND/OPEN SPACE PROPOSAL:** The following information is required to show how the project meets the parkland dedication requirements of the subdivision regulations (Section 12-4-10). A recommendation from the Park Board is required to be submitted along with the application, unless exempted under the subdivision regulations 12-4-10(C).

- Date of Parks Board Meeting (prior to submitting an application): N/A (Cash in Lieu)
- Market Value before Improvements: $30,000/acre
- Total Acreage in Parks, Open Spaces and/or Common Areas: According to 12-4-11 part A.1 & D.1, the subdivision shall be cash in lieu based off of 0.3 acres per lot. The subdivision consists of 15 lots multiplied by 0.03, equals contribution amount of 0.45 acres

**IMPROVEMENTS TO BE PROVIDED:**

**Roads:** ☐ Gravel ☒ Paved ☒ Curb ☒ Gutter ☒ Sidewalks ☐ Alleys ☐ Other (explain): _____

**Water System:** ☐ Individual ☐ Multiple User ☐ Neighborhood ☒ Public ☐ Other (explain): _____

**Sewer System:** ☐ Individual ☐ Multiple User ☐ Neighborhood ☒ Public ☐ Other (explain): _____

**Other Utilities:** ☒ Cable TV ☒ Telephone ☒ Electric ☒ Gas ☐ Other (explain): _____

**Solid Waste:** ☐ Home Pick Up ☐ Central Storage ☒ Contract Hauler ☐ Owner Haul

**Mail Delivery:** ☒ Central ☐ Individual

**Fire Protection:** ☒ Hydrants ☐ Tanker Recharge

**Drainage System:** Stormwater will sheet flow from the lots to the proposed public road where it will become concentrated within the curb and gutters and collected by the curb inlets. The flow will then be conveyed via pipe to a central stormwater management system.

**D. VARIANCES**:

ARE ANY VARIANCES TO THE SUBDIVISION REGULATIONS BEING REQUESTED? Yes/No
If yes, please complete the Variance Section (attached) and submit the applicable fee.

# VARIANCE REQUEST

Completely address each of the following items, if requesting a variance to the Subdivision Regulations. The Council will use the information provided to evaluate the variance request – all criteria need to be met or found not applicable in order for the Council to grant the variance.

**SECTION OF REGULATION CREATING HARDSHIP**: _____

**EXPLAIN THE UNDUE HARDSHIP CREATED WITH STRICT COMPLIANCE OF THESE REGULATIONS:**

**PROPOSED ALTERNATIVE(S) TO STRICT COMPLIANCES WITH ABOVE REGULATIONS:**

**PLEASE ANSWER THE FOLLOWING QUESTIONS IN THE SPACES PROVIDED BELOW:**

1. Will the granting of the variance be detrimental to the public health, safety or general welfare or injurious to other adjoining properties? Explain.

2. How is the physical surrounding, shape or topographical conditions of the property limiting the ability to fully comply with the Regulations?

3. Is the hardship solely a financial hardship or a hardship that has been self-imposed? Explain.

4. Will the variance cause a substantial increase in public costs? Explain.

5. Will the variance cause the subdivision to be in nonconformance with any adopted zoning regulations, growth policy or adopted policies or regulations? Explain.

# Flathead County GIS
**800 South Main Street**
**Kalispell, MT 59901**
**Phone (406) 758-5540**

## Adjacent Ownership List Request Form
Must be filled out by the Planning Office, Surveyor, or Engineer

| | |
|---|---|
| SUBJECT PROPERTY OWNER | Whitefish West Limited Partnership (Shawn Hass) |
| SUBJECT PROPERTY ASSESSOR # | 0854001 |
| SUBJECT PROPERTY LEGAL DESCRIPTION | LAKE PARK ADD, S26, T31 N, R22 W, BLOCK 011, Lot 004, 12188 R LAKE PARK ADD LOT 4 BLK 11 |
| SEC-TOWNSHIP-RANGE | Sec 26, T31N, R22W |
| BUFFER FOOTAGE | 300-feet (excluding rights-of-way) |
| CONTACT PERSON | 48 North P.C. - Brett Walcheck |
| CONTACT PHONE # | 406-756-4848 |
| TODAY'S DATE | 3/5/2014 |
| SPECIAL HANDLING INSTRUCTIONS | |
| PLANNER, SURVEYOR OR ENGINEER SIGNATURE | |

Orders can be submitted in the GIS office, via mail or email (gis_ownership@flathead.mt.gov). Incomplete forms will not be accepted.

| | |
|---|---|
| Certified Ownership List – completed 1 week from time of order | $75.00 |
| Certified Ownership List Rush – completed 24 to 48 hours from time of order | $150.00 |

**Instructions:**

**Enter Numbers into the "Expected Units" in the Corresponding Yellow Column**

## Trip Generation Rates from the 8th Edition ITE Trip Generation Report

**NA:** *Not Available*
**DU:** *Dwelling Unit*
**Occ.Room:** *Occupied Room*
**KSF$^{2}$:** *Units of 1,000 square feet*
**Fuel Position:** *# of vehicles that could be fueled simultaneously*

| Description / ITE Code | Units | Rate Weekday Daily Traffic | PM Peak Period Rate | % PM In | % PM Out | Expected Units (independent variable) | Calculated Daily Trips | PM Peak Trips - Total | PM In | PM Out | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Waterport/Marine Terminal 010 | Berths | 171.52 | NA | NA | NA | | 0 | NA | NA | NA | |
| Commercial Airport 021 | Employees | 13.40 | 0.80 | 54% | 46% | | 0 | 0 | NA | NA | |
| Commercial Airport 021 | Avg Flights/Day | 104.73 | 5.75 | 56% | 44% | | 0 | 0 | NA | NA | |
| Commercial Airport 021 | Com. Flights/Day | 122.21 | 6.88 | 54% | 46% | | 0 | 0 | NA | NA | |
| General Aviation Airport 022 | Employees | 14.24 | 1.03 | 45% | 55% | | 0 | 0 | NA | NA | |
| General Aviation Airport 022 | Avg. Flights/Day | 1.97 | NA | NA | NA | | 0 | NA | NA | NA | |
| General Aviation Airport 022 | Based Aircraft | 5.00 | 0.37 | 45% | 55% | | 0 | 0 | NA | NA | |
| Truck Terminal 030 | Acres | 81.90 | 6.55 | 43% | 57% | | 0 | 0 | NA | NA | Caution- Only 3 Studies |
| Park&Ride w/ Bus Service 090 | Parking Spaces | 4.50 | 0.62 | 22% | 78% | | 0 | 0 | NA | NA | |
| Park&Ride w/ Bus Service 090 | Occ. Spaces | 9.62 | 0.81 | 28% | 72% | | 0 | 0 | NA | NA | |
| Light Rail Station w/ Park 093 | Parking Space | 2.51 | 1.24 | 58% | 42% | | 0 | 0 | NA | NA | |
| Light Rail Station w/ Park 093 | Occ. Spaces | 3.91 | 1.33 | 58% | 42% | | 0 | 0 | NA | NA | |
| General Light Industrial 110 | KSF$^{2}$ | 6.97 | 0.97 | 12% | 88% | | 0 | 0 | NA | NA | |
| General Light Industrial 110 | Employees | 3.02 | 0.42 | 21% | 79% | | 0 | 0 | NA | NA | |
| General Heavy Industrial 120 | KSF$^{2}$ | 1.50 | 0.68 | NA | NA | | 0 | 0 | NA | NA | Caution-Only 3 Studies. |
| General Heavy Industrial 120 | Employees | 0.82 | 0.88 | NA | NA | | 0 | 0 | NA | NA | |
| Industrial Park 130 | KSF$^{2}$ | 6.96 | 0.86 | 21% | 79% | | 0 | 0 | NA | NA | |
| Industrial Park 130 | Employees | 3.34 | 0.46 | 20% | 80% | | 0 | 0 | NA | NA | |
| Manufacturing 140 | KSF$^{2}$ | 3.82 | 0.74 | 36% | 64% | | 0 | 0 | NA | NA | |
| Manufacturing 140 | Employees | 2.13 | 0.36 | 44% | 56% | | 0 | 0 | NA | NA | |
| Warehousing 150 | KSF$^{2}$ | 3.56 | 0.32 | 25% | 75% | | 0 | 0 | NA | NA | |
| Warehousing 150 | Employees | 3.89 | 0.59 | 35% | 65% | | 0 | 0 | NA | NA | |
| Mini Warehouse 151 | KSF$^{2}$ | 2.50 | 0.26 | 51% | 49% | | 0 | 0 | NA | NA | |
| Mini Warehouse 151 | Storage Units | 0.25 | 0.02 | NA | NA | | 0 | 0 | NA | NA | |
| Mini Warehouse 151 | Employees | 61.90 | 6.04 | 52% | 48% | | 0 | 0 | NA | NA | |
| High-Cube Warehouse 152 | KSF$^{2}$ | 1.44 | 0.10 | 33% | 67% | | 0 | 0 | NA | NA | |
| High-Cube Warehouse 152 | Employees | NA | 0.66 | 35% | 65% | | 0 | 0 | NA | NA | |
| Utilities 170 | KSF$^{2}$ | NA | 0.76 | 45% | 55% | | 0 | 0 | NA | NA | |
| Utilities 170 | Employees | NA | 0.76 | 90% | 10% | | 0 | 0 | NA | NA | |
| Single Family Homes 210 | DU | 9.57 | 1.01 | 63% | 37% | 15.0 | 144 | 15 | 10 | 6 | |
| Single Family Homes 210 | Vehicles | 6.02 | 0.67 | 66% | 34% | | 0 | 0 | NA | NA | |
| Apartment 220 | DU | 6.65 | 0.62 | 65% | 35% | | 0 | 0 | NA | NA | |
| Apartment 220 | Persons | 3.31 | 0.40 | NA | NA | | 0 | 0 | NA | NA | |
| Apartment 220 | Vehicles | 5.10 | 0.60 | NA | NA | | 0 | 0 | NA | NA | |
| Low Rise Apartment 221 | Occ.DU | 6.59 | 0.58 | 65% | 35% | | 0 | 0 | NA | NA | |
| High Rise Apartment 222 | DU | 4.20 | 0.35 | 61% | 39% | | 0 | 0 | NA | NA | |
| Mid-Rise Apartment 223 | DU | NA | 0.39 | 58% | 42% | | 0 | 0 | NA | NA | |
| Rental Townhouse 224 | DU | NA | 0.72 | 51% | 49% | | 0 | 0 | NA | NA | Caution- Only 1 Study. |
| Resd. Condo/Townhouse 230 | DU | 5.81 | 0.52 | 67% | 33% | | 0 | 0 | NA | NA | |
| Resd. Condo/Townhouse 230 | Persons | 2.49 | 0.24 | 67% | 33% | | 0 | 0 | NA | NA | |
| Low Rise Resd. Condo 231 | DU | NA | 0.78 | 58% | 42% | | 0 | 0 | NA | NA | |
| High Rise Resd. Condo 232 | DU | 4.18 | 0.38 | 62% | 38% | | 0 | 0 | NA | NA | |
| Luxury Condo/Townhouse 233 | Occ. DU | NA | 0.55 | 63% | 37% | | 0 | 0 | NA | NA | |
| Mobile Home Park 240 | DU | 4.99 | 0.59 | 62% | 38% | | 0 | 0 | NA | NA | |
| Mobile Home Park 240 | Persons | 2.46 | 0.26 | 63% | 37% | | 0 | 0 | NA | NA | |
| Retirement Community 250 | DU | NA | 0.27 | 56% | 44% | | 0 | 0 | NA | NA | Caution- Only 1 Study |
| Elderly Housing-Detached 251 | DU | 3.71 | 0.27 | 61% | 39% | | 0 | 0 | NA | NA | Caution- Only 1 Study. |
| Congregate Care Facility 253 | Occ.DU | 2.15 | 0.17 | 56% | 44% | | 0 | 0 | NA | NA | Caution- Only 2 Studies |
| Elderly Housing- Attached 252 | Occ.DU | 3.48 | 0.16 | 60% | 40% | | 0 | 0 | NA | NA | Caution- Only 4 Studies |
| Recreational Homes 260 | DU | 3.16 | 0.26 | 41% | 59% | | 0 | 0 | NA | NA | |
| Residential PUD 270 | DU | 7.50 | 0.62 | 65% | 35% | | 0 | 0 | NA | NA | |
| Hotel 310 | Occ. Room | 8.92 | 0.70 | 49% | 51% | | 0 | 0 | NA | NA | |
| Hotel 310 | Rooms | 8.17 | 0.59 | 53% | 47% | | 0 | 0 | NA | NA | |
| Hotel 310 | Employees | 14.34 | 0.80 | 54% | 46% | | 0 | 0 | NA | NA | |
| All Suites Hotel 311 | Occ.Room | 6.24 | 0.55 | 42% | 58% | | 0 | 0 | NA | NA | Caution- Only 4 Studies |
| All Suites Hotel 311 | Rooms | 4.90 | 0.40 | 45% | 55% | | 0 | 0 | NA | NA | |
| Business Hotel 312 | Occ. Room | 7.27 | 0.62 | 60% | 40% | | 0 | 0 | NA | NA | Caution-Only 4 Studies |
| Business Hotel 312 | Employees | 72.67 | 7.60 | 60% | 40% | | 0 | 0 | NA | NA | |
| Motel 320 | Occ.Room | 9.11 | 0.58 | 53% | 47% | | 0 | 0 | NA | NA | |
| Motel 320 | Rooms | 5.63 | 0.47 | 54% | 46% | | 0 | 0 | NA | NA | |
| Motel 320 | Employees | 12.81 | 0.73 | 54% | 46% | | 0 | 0 | NA | NA | |

**Instructions:**

**Enter Numbers into the "Expected Units" in the Corresponding Yellow Column**

## Trip Generation Rates from the 8th Edition ITE Trip Generation Report

**NA:** *Not Available*
**DU:** *Dwelling Unit*
**Occ.Room:** *Occupied Room*
**KSF$^{2:}$** *Units of 1,000 square feet*
**Fuel Position:** *# of vehicles that could be fueled simultaneously*

| Description / ITE Code | Units | Rate Weekday Daily Traffic | PM Peak Period Rate | % PM In | % PM Out | Expected Units (independent variable) | Calculated Daily Trips | PM Peak Trips - Total | PM In | PM Out | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Waterport/Marine Terminal 010 | Berths | 171.52 | NA | NA | NA | | 0 | NA | NA | NA | |
| Commercial Airport 021 | Employees | 13.40 | 0.80 | 54% | 46% | | 0 | 0 | NA | NA | |
| Commercial Airport 021 | Avg Flights/Day | 104.73 | 5.75 | 56% | 44% | | 0 | 0 | NA | NA | |
| Commercial Airport 021 | Com. Flights/Day | 122.21 | 6.88 | 54% | 46% | | 0 | 0 | NA | NA | |
| General Aviation Airport 022 | Employees | 14.24 | 1.03 | 45% | 55% | | 0 | 0 | NA | NA | |
| General Aviation Airport 022 | Avg. Flights/Day | 1.97 | NA | NA | NA | | 0 | NA | NA | NA | |
| General Aviation Airport 022 | Based Aircraft | 5.00 | 0.37 | 45% | 55% | | 0 | 0 | NA | NA | |
| Truck Terminal 030 | Acres | 81.90 | 6.55 | 43% | 57% | | 0 | 0 | NA | NA | Caution- Only 3 Studies |
| Park&Ride w/ Bus Service 090 | Parking Spaces | 4.50 | 0.62 | 22% | 78% | | 0 | 0 | NA | NA | |
| Park&Ride w/ Bus Service 090 | Occ. Spaces | 9.62 | 0.81 | 28% | 72% | | 0 | 0 | NA | NA | |
| Light Rail Station w/ Park 093 | Parking Space | 2.51 | 1.24 | 58% | 42% | | 0 | 0 | NA | NA | |
| Light Rail Station w/ Park 093 | Occ. Spaces | 3.91 | 1.33 | 58% | 42% | | 0 | 0 | NA | NA | |
| General Light Industrial 110 | KSF$^2$ | 6.97 | 0.97 | 12% | 88% | | 0 | 0 | NA | NA | |
| General Light Industrial 110 | Employees | 3.02 | 0.42 | 21% | 79% | | 0 | 0 | NA | NA | |
| General Heavy Industrial 120 | KSF$^2$ | 1.50 | 0.68 | NA | NA | | 0 | 0 | NA | NA | Caution-Only 3 Studies. |
| General Heavy Industrial 120 | Employees | 0.82 | 0.88 | NA | NA | | 0 | 0 | NA | NA | |
| Industrial Park 130 | KSF$^2$ | 6.96 | 0.86 | 21% | 79% | | 0 | 0 | NA | NA | |
| Industrial Park 130 | Employees | 3.34 | 0.46 | 20% | 80% | | 0 | 0 | NA | NA | |
| Manufacturing 140 | KSF$^2$ | 3.82 | 0.74 | 36% | 64% | | 0 | 0 | NA | NA | |
| Manufacturing 140 | Employees | 2.13 | 0.36 | 44% | 56% | | 0 | 0 | NA | NA | |
| Warehousing 150 | KSF$^2$ | 3.56 | 0.32 | 25% | 75% | | 0 | 0 | NA | NA | |
| Warehousing 150 | Employees | 3.89 | 0.59 | 35% | 65% | | 0 | 0 | NA | NA | |
| Mini Warehouse 151 | KSF$^2$ | 2.50 | 0.26 | 51% | 49% | | 0 | 0 | NA | NA | |
| Mini Warehouse 151 | Storage Units | 0.25 | 0.02 | NA | NA | | 0 | 0 | NA | NA | |
| Mini Warehouse 151 | Employees | 61.90 | 6.04 | 52% | 48% | | 0 | 0 | NA | NA | |
| High-Cube Warehouse 152 | KSF$^2$ | 1.44 | 0.10 | 33% | 67% | | 0 | 0 | NA | NA | |
| High-Cube Warehouse 152 | Employees | NA | 0.66 | 35% | 65% | | 0 | 0 | NA | NA | |
| Utilities 170 | KSF$^2$ | NA | 0.76 | 45% | 55% | | 0 | 0 | NA | NA | |
| Utilities 170 | Employees | NA | 0.76 | 90% | 10% | | 0 | 0 | NA | NA | |
| Single Family Homes 210 | DU | 9.57 | 1.01 | 63% | 37% | 8.0 | 77 | 8 | 5 | 3 | |
| Single Family Homes 210 | Vehicles | 6.02 | 0.67 | 66% | 34% | | 0 | 0 | NA | NA | |
| Apartment 220 | DU | 6.65 | 0.62 | 65% | 35% | | 0 | 0 | NA | NA | |
| Apartment 220 | Persons | 3.31 | 0.40 | NA | NA | | 0 | 0 | NA | NA | |
| Apartment 220 | Vehicles | 5.10 | 0.60 | NA | NA | | 0 | 0 | NA | NA | |
| Low Rise Apartment 221 | Occ.DU | 6.59 | 0.58 | 65% | 35% | | 0 | 0 | NA | NA | |
| High Rise Apartment 222 | DU | 4.20 | 0.35 | 61% | 39% | | 0 | 0 | NA | NA | |
| Mid-Rise Apartment 223 | DU | NA | 0.39 | 58% | 42% | | 0 | 0 | NA | NA | |
| Rental Townhouse 224 | DU | NA | 0.72 | 51% | 49% | | 0 | 0 | NA | NA | Caution- Only 1 Study. |
| Resd. Condo/Townhouse 230 | DU | 5.81 | 0.52 | 67% | 33% | 14.0 | 81 | 7 | 5 | 2 | |
| Resd. Condo/Townhouse 230 | Persons | 2.49 | 0.24 | 67% | 33% | | 0 | 0 | NA | NA | |
| Low Rise Resd. Condo 231 | DU | NA | 0.78 | 58% | 42% | | 0 | 0 | NA | NA | |
| High Rise Resd. Condo 232 | DU | 4.18 | 0.38 | 62% | 38% | | 0 | 0 | NA | NA | |
| Luxury Condo/Townhouse 233 | Occ. DU | NA | 0.55 | 63% | 37% | | 0 | 0 | NA | NA | |
| Mobile Home Park 240 | DU | 4.99 | 0.59 | 62% | 38% | | 0 | 0 | NA | NA | |
| Mobile Home Park 240 | Persons | 2.46 | 0.26 | 63% | 37% | | 0 | 0 | NA | NA | |
| Retirement Community 250 | DU | NA | 0.27 | 56% | 44% | | 0 | 0 | NA | NA | Caution- Only 1 Study |
| Elderly Housing-Detached 251 | DU | 3.71 | 0.27 | 61% | 39% | | 0 | 0 | NA | NA | Caution- Only 1 Study. |
| Congregate Care Facility 253 | Occ.DU | 2.15 | 0.17 | 56% | 44% | | 0 | 0 | NA | NA | Caution- Only 2 Studies |
| Elderly Housing- Attached 252 | Occ.DU | 3.48 | 0.16 | 60% | 40% | | 0 | 0 | NA | NA | Caution- Only 4 Studies |
| Recreational Homes 260 | DU | 3.16 | 0.26 | 41% | 59% | | 0 | 0 | NA | NA | |
| Residential PUD 270 | DU | 7.50 | 0.62 | 65% | 35% | | 0 | 0 | NA | NA | |
| Hotel 310 | Occ. Room | 8.92 | 0.70 | 49% | 51% | | 0 | 0 | NA | NA | |
| Hotel 310 | Rooms | 8.17 | 0.59 | 53% | 47% | | 0 | 0 | NA | NA | |
| Hotel 310 | Employees | 14.34 | 0.80 | 54% | 46% | | 0 | 0 | NA | NA | |
| All Suites Hotel 311 | Occ.Room | 6.24 | 0.55 | 42% | 58% | | 0 | 0 | NA | NA | Caution- Only 4 Studies |
| All Suites Hotel 311 | Rooms | 4.90 | 0.40 | 45% | 55% | | 0 | 0 | NA | NA | |
| Business Hotel 312 | Occ. Room | 7.27 | 0.62 | 60% | 40% | | 0 | 0 | NA | NA | Caution-Only 4 Studies |
| Business Hotel 312 | Employees | 72.67 | 7.60 | 60% | 40% | | 0 | 0 | NA | NA | |
| Motel 320 | Occ.Room | 9.11 | 0.58 | 53% | 47% | | 0 | 0 | NA | NA | |
| Motel 320 | Rooms | 5.63 | 0.47 | 54% | 46% | | 0 | 0 | NA | NA | |
| Motel 320 | Employees | 12.81 | 0.73 | 54% | 46% | | 0 | 0 | NA | NA | |

**Instructions:**

**Enter Numbers into the "Expected Units" in the Corresponding Yellow Column**

## Trip Generation Rates from the 8th Edition ITE Trip Generation Report

**NA:** *Not Available*
**DU:** *Dwelling Unit*
**Occ.Room:** *Occupied Room*
**KSF$^{2}$:** *Units of 1,000 square feet*
**Fuel Position:** *# of vehicles that could be fueled simultaneously*

| Description / ITE Code | Units | Rate Weekday Daily Traffic | PM Peak Period Rate | % PM In | % PM Out | Expected Units (independent variable) | Calculated Daily Trips | PM Peak Trips - Total | PM In | PM Out | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Waterport/Marine Terminal 010 | Berths | 171.52 | NA | NA | NA | | 0 | NA | NA | NA | |
| Commercial Airport 021 | Employees | 13.40 | 0.80 | 54% | 46% | | 0 | 0 | NA | NA | |
| Commercial Airport 021 | Avg Flights/Day | 104.73 | 5.75 | 56% | 44% | | 0 | 0 | NA | NA | |
| Commercial Airport 021 | Com. Flights/Day | 122.21 | 6.88 | 54% | 46% | | 0 | 0 | NA | NA | |
| General Aviation Airport 022 | Employees | 14.24 | 1.03 | 45% | 55% | | 0 | 0 | NA | NA | |
| General Aviation Airport 022 | Avg. Flights/Day | 1.97 | NA | NA | NA | | 0 | NA | NA | NA | |
| General Aviation Airport 022 | Based Aircraft | 5.00 | 0.37 | 45% | 55% | | 0 | 0 | NA | NA | |
| Truck Terminal 030 | Acres | 81.90 | 6.55 | 43% | 57% | | 0 | 0 | NA | NA | Caution- Only 3 Studies |
| Park&Ride w/ Bus Service 090 | Parking Spaces | 4.50 | 0.62 | 22% | 78% | | 0 | 0 | NA | NA | |
| Park&Ride w/ Bus Service 090 | Occ. Spaces | 9.62 | 0.81 | 28% | 72% | | 0 | 0 | NA | NA | |
| Light Rail Station w/ Park 093 | Parking Space | 2.51 | 1.24 | 58% | 42% | | 0 | 0 | NA | NA | |
| Light Rail Station w/ Park 093 | Occ. Spaces | 3.91 | 1.33 | 58% | 42% | | 0 | 0 | NA | NA | |
| General Light Industrial 110 | KSF$^{2}$ | 6.97 | 0.97 | 12% | 88% | | 0 | 0 | NA | NA | |
| General Light Industrial 110 | Employees | 3.02 | 0.42 | 21% | 79% | | 0 | 0 | NA | NA | |
| General Heavy Industrial 120 | KSF$^{2}$ | 1.50 | 0.68 | NA | NA | | 0 | 0 | NA | NA | Caution-Only 3 Studies. |
| General Heavy Industrial 120 | Employees | 0.82 | 0.88 | NA | NA | | 0 | 0 | NA | NA | |
| Industrial Park 130 | KSF$^{2}$ | 6.96 | 0.86 | 21% | 79% | | 0 | 0 | NA | NA | |
| Industrial Park 130 | Employees | 3.34 | 0.46 | 20% | 80% | | 0 | 0 | NA | NA | |
| Manufacturing 140 | KSF$^{2}$ | 3.82 | 0.74 | 36% | 64% | | 0 | 0 | NA | NA | |
| Manufacturing 140 | Employees | 2.13 | 0.36 | 44% | 56% | | 0 | 0 | NA | NA | |
| Warehousing 150 | KSF$^{2}$ | 3.56 | 0.32 | 25% | 75% | | 0 | 0 | NA | NA | |
| Warehousing 150 | Employees | 3.89 | 0.59 | 35% | 65% | | 0 | 0 | NA | NA | |
| Mini Warehouse 151 | KSF$^{2}$ | 2.50 | 0.26 | 51% | 49% | | 0 | 0 | NA | NA | |
| Mini Warehouse 151 | Storage Units | 0.25 | 0.02 | NA | NA | | 0 | 0 | NA | NA | |
| Mini Warehouse 151 | Employees | 61.90 | 6.04 | 52% | 48% | | 0 | 0 | NA | NA | |
| High-Cube Warehouse 152 | KSF$^{2}$ | 1.44 | 0.10 | 33% | 67% | | 0 | 0 | NA | NA | |
| High-Cube Warehouse 152 | Employees | NA | 0.66 | 35% | 65% | | 0 | 0 | NA | NA | |
| Utilities 170 | KSF$^{2}$ | NA | 0.76 | 45% | 55% | | 0 | 0 | NA | NA | |
| Utilities 170 | Employees | NA | 0.76 | 90% | 10% | | 0 | 0 | NA | NA | |
| Single Family Homes 210 | DU | 9.57 | 1.01 | 63% | 37% | | 0 | 0 | NA | NA | |
| Single Family Homes 210 | Vehicles | 6.02 | 0.67 | 66% | 34% | | 0 | 0 | NA | NA | |
| Apartment 220 | DU | 6.65 | 0.62 | 65% | 35% | | 0 | 0 | NA | NA | |
| Apartment 220 | Persons | 3.31 | 0.40 | NA | NA | | 0 | 0 | NA | NA | |
| Apartment 220 | Vehicles | 5.10 | 0.60 | NA | NA | | 0 | 0 | NA | NA | |
| Low Rise Apartment 221 | Occ.DU | 6.59 | 0.58 | 65% | 35% | | 0 | 0 | NA | NA | |
| High Rise Apartment 222 | DU | 4.20 | 0.35 | 61% | 39% | | 0 | 0 | NA | NA | |
| Mid-Rise Apartment 223 | DU | NA | 0.39 | 58% | 42% | | 0 | 0 | NA | NA | |
| Rental Townhouse 224 | DU | NA | 0.72 | 51% | 49% | | 0 | 0 | NA | NA | Caution- Only 1 Study. |
| Resd. Condo/Townhouse 230 | DU | 5.81 | 0.52 | 67% | 33% | 30.0 | 174 | 16 | 10 | 5 | |
| Resd. Condo/Townhouse 230 | Persons | 2.49 | 0.24 | 67% | 33% | | 0 | 0 | NA | NA | |
| Low Rise Resd. Condo 231 | DU | NA | 0.78 | 58% | 42% | | 0 | 0 | NA | NA | |
| High Rise Resd. Condo 232 | DU | 4.18 | 0.38 | 62% | 38% | | 0 | 0 | NA | NA | |
| Luxury Condo/Townhouse 233 | Occ. DU | NA | 0.55 | 63% | 37% | | 0 | 0 | NA | NA | |
| Mobile Home Park 240 | DU | 4.99 | 0.59 | 62% | 38% | | 0 | 0 | NA | NA | |
| Mobile Home Park 240 | Persons | 2.46 | 0.26 | 63% | 37% | | 0 | 0 | NA | NA | |
| Retirement Community 250 | DU | NA | 0.27 | 56% | 44% | | 0 | 0 | NA | NA | Caution- Only 1 Study |
| Elderly Housing-Detached 251 | DU | 3.71 | 0.27 | 61% | 39% | | 0 | 0 | NA | NA | Caution- Only 1 Study. |
| Congregate Care Facility 253 | Occ.DU | 2.15 | 0.17 | 56% | 44% | | 0 | 0 | NA | NA | Caution- Only 2 Studies |
| Elderly Housing- Attached 252 | Occ.DU | 3.48 | 0.16 | 60% | 40% | | 0 | 0 | NA | NA | Caution- Only 4 Studies |
| Recreational Homes 260 | DU | 3.16 | 0.26 | 41% | 59% | | 0 | 0 | NA | NA | |
| Residential PUD 270 | DU | 7.50 | 0.62 | 65% | 35% | | 0 | 0 | NA | NA | |
| Hotel 310 | Occ. Room | 8.92 | 0.70 | 49% | 51% | | 0 | 0 | NA | NA | |
| Hotel 310 | Rooms | 8.17 | 0.59 | 53% | 47% | | 0 | 0 | NA | NA | |
| Hotel 310 | Employees | 14.34 | 0.80 | 54% | 46% | | 0 | 0 | NA | NA | |
| All Suites Hotel 311 | Occ.Room | 6.24 | 0.55 | 42% | 58% | | 0 | 0 | NA | NA | Caution- Only 4 Studies |
| All Suites Hotel 311 | Rooms | 4.90 | 0.40 | 45% | 55% | | 0 | 0 | NA | NA | |
| Business Hotel 312 | Occ. Room | 7.27 | 0.62 | 60% | 40% | | 0 | 0 | NA | NA | Caution-Only 4 Studies |
| Business Hotel 312 | Employees | 72.67 | 7.60 | 60% | 40% | | 0 | 0 | NA | NA | |
| Motel 320 | Occ.Room | 9.11 | 0.58 | 53% | 47% | | 0 | 0 | NA | NA | |
| Motel 320 | Rooms | 5.63 | 0.47 | 54% | 46% | | 0 | 0 | NA | NA | |
| Motel 320 | Employees | 12.81 | 0.73 | 54% | 46% | | 0 | 0 | NA | NA | |

# SECTION 3
# WATER SYSTEMS

## 3.1 General Requirements

Water systems shall be designed, constructed, and tested in accordance with the current editions of circular WQB 1 - Montana Department of Environmental Quality - Standards for Water Works, the Montana Public Works Standard Specifications , and the City of Whitefish Engineering Standards. Standard Details 21-30 are the water system details that must be included, where applicable, in water system construction drawings.

All water main extensions will require the Design Engineer to submit a written report to the Director of Public Works which addresses the fire and domestic flow requirements. The report shall include data on test results at the nearest hydrant which shows the static pressure at zero flow from the hydrant and the residual pressure with available flow from the hydrant. For residential developments having more than 30 single family dwelling units or that require utilization of a pressure booster pump(s) the report may be required by the Public Works Department to include hydraulic modeling results that show the adequacy to meet fire and domestic flow requirements. The normal operating range of pressure allowed for water system design is 60-100 psi.

The layout of extensions shall provide for the future continuation and/or "looping" of the existing system as determined by the City with particular attention to limit the extent of infrastructure required for each lot.

## 3.2 Fire Flow.

The amount of fire flow required for structures shall be based on the Uniform Fire Code Appendix III-A. Non-structural utilization of an area shall have the fire flow requirements as determined by the Fire Chief. The minimum fire flow for any structure shall be 1,000 gallons per minute, with a minimum of twenty pounds per square inch (20 psi) residual pressure at any point in the system during flow.

## 3.3 Water Service Lines.

Structures containing two or more residences under separate ownership, such as townhouses or condominiums, shall have separate service lines, service valves and meters for each residence. Structures containing two or more residences, offices or businesses that are rental units under common ownership may have one service line, valve, and meter for all occupants within a single structure subject to written City approval. Water and sewer services shall have a minimum ten feet of horizontal separation. For additional service line details refer to the standard drawings for single residences and multifamily residences presented in this document.

# MAJOR PRELIMINARY PLAT APPLICATION

FOR

**TIMBER RIDGE SUBDIVISION**

**OWNER:**
**WHITEFISH WEST LIMITED PARTNERSHIP**
**109 SIERRA VISTA CT**
**LETHBRIDGE, ALBERTA**
**TIJ 4P4**

March 2014

**PREPARED BY:**
**48-NORTH P.C.**
**151 BUSINESS CENTER LOOP, STE A**
KALISPELL, MONTANA 59901

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| **PART D:** | | **TITLE REPORT** |
| **PART E:** | | **EXISTING COVENANTS/DEED RESTRICTIONS** |
| **PART F:** | | **PRELIMINARY GRADING & EROSION CONTROL PLAN** |
| **PART G:** | | **PRELIMINARY STORMWATER PLAN** |
| **PART H:** | | **PRELIMINARY ROADS & UTILITY PLAN** |
| **PART I:** | | **PARK LAND DEDICATION CALCULATIONS** |
| **PART J:** | | **CRITICAL AREA** |
| **PART K:** | | **FIRM MAP** |
| **PART L:** | | **GEOTECHNICAL INVESTIGATION** |
| **PART M:** | | **CODES COVENANTS AND RESTRICTIONS** |
| **PART N:** | | **TREE PRESERVATION PLAN** |
| **PART O:** | | **TRAFFIC IMPACT ANALYSIS** |
| **PART P:** | | **COMMON AREA** |
| **PART Q:** | | **PHASING** |
| **PART R:** | | **COMMUNITY IMPACT REPORT** |
| **PART S:** | | **ENVIRONMENTAL ASSESSMENT** |
| **PART T:** | | **ONSITE WATER AND SEWER** |
| **PART U:** | | **LAND USE APPLICATIONS** |
| **PART V:** | | **OTHER ITEMS** |

# PART A:
# MAJOR PRELIMINARY PLAT APPLICATION

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

File #: _____
Date: _____
Intake Staff: _____
Element Review: _____
Sufficiency Review: _____

# MAJOR PRELIMINARY PLAT APPLICATION

FEE ATTACHED$ 5970.00
(See current fee schedule)

**INSTRUCTIONS:**

☐ A Site Review Meeting with city staff is required. Date of Site Review Meeting: 1/30/2014

☐ Submit the application fee, completed application and appropriate attachments to the Whitefish Planning & Building Department. The City recommends complete applications be submitted a minimum of **sixty (60) days prior** to the Planning Board meeting at which this application will be heard.

☐ Schedule a Date and Time with City Staff to Submit the Application: 3/28/2014 (Date/Time)

☐ The regularly scheduled meeting of the City-County Planning Board is the third Thursday of each month at 6:00PM in the Council Chambers at 402 E 2nd Street.

☐ After the Planning Board hearing, the application is forwarded with the Board's recommendation to the next available City Council meeting for hearing and final action.

## A. PROJECT INFORMATION:

Project /Subdivision Name: Timber Ridge Subdivision
Street Address 265 Haugen Heights, Whitefish, MT. 59937

Assessor's Tract No.(s) 0854001 Lot No(s) Lot 4
Block # 11 Subdivision Name Lake Park Addition
1/4 Sec SW Section 26 Township 31 N Range 22 W

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 Signature[1] Date

Whitefish West Limited Partnership (Shawn Hass)
Print Name

_____ _____
Applicant's Signature Date

_____
Print Name

_____ _____
Representative's Signature Date

48 North, P.C. (Brett Walcheck, P.E.)
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

## APPLICATION CONTENTS:

All applicable items required by *Appendix B: Preliminary Plat Submittal Requirements* of the Whitefish Subdivision Regulations must be submitted to the Whitefish Planning & Building Department with the application for preliminary plat, including the following:

**Attached**

X Preliminary Plat Application

X 11 copies of the preliminary plat

X One reduced copy of the preliminary plat not to exceed 11" x 17"

X Electronic version of plat such as .pdf

X One reproducible set of supplemental information.

X Certified adjacent owners list for properties within 300-feet of subject site

X Deed and Encumbrance Report (aka 'title report') no more than 90 days old

X Environmental Assessment

X Applicable items from Appendix B of the Whitefish Subdivision Regulations (can be found *at: www.cityofwhitefish.org*)

X Any additional information requested during the pre-application process

X Fair Market Appraised Value

X Recommendation from the Parks Board – unless exempt 12-4-10(C)

X $100.00 deposit for sign to be posted on-site during the duration of the public process (submit a separate check, which will be returned to you after you return the sign to the Planning Office)

When all application materials are submitted to the Planning & Building Department and it is found complete, the staff will schedule the subdivision for a public hearing pursuant to §12-3-5(D). The Council must act within 60 working days or 80 working days if the subdivision has 50 or more lots.

I understand I am responsible for maintaining the public notice sign on the subject property during the entire public process. I understand I will forfeit my $100.00 deposit, if I do not return the public notice sign to the Planning & Building Department in good condition after the public review.

_____ _____

Applicant Date

**B. OWNER(S) OF RECORD:**

Name: Whitefish West Limited Partnership (Shawn Hass) Phone: 403-393-6215

Mailing Address: _____

City, State, Zip: Lethbridge, Alberta, Canada, T1J 4P4

Email: hasser35@gmail.com

**APPLICANT (if different than above):**

Name: _____ Phone: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____

**TECHNICAL/PROFESSIONAL:**

Name: 48 North, P.C. (Brett Walcheck, P.E.) Phone: 406-756-4848

Mailing Address: 151 Business Center Loop, Ste A

City, State, Zip: Kalispell, MT. 59901

Email: Brett@48-N.com

Name: _____ Phone: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____

## C. GENERAL DESCRIPTION OF SUBDIVISION

- ☒ Initial Preliminary Plat
- ☐ Amendment to an Approved Preliminary Plat
- ☐ Change a Condition of Approval to an Approved Preliminary Plat (attach a narrative explaining which condition you are requesting to be changed and why the condition is no longer valid or warranted)
- ☐ Re-file of an Expired Preliminary Plat; date preliminary plat expired: _____

**ZONING DESIGNATION:** WR2

If proposing to change the underlying zoning, proposed zoning: _____

**LOTS AND ACREAGE:**

Total Acreage in Subdivision: 4.39 ac Number of Lots or Rental Spaces: 15

Maximum Size of Lots or Spaces: 0.28 ac Minimum Size of Lots or Spaces: 0.16 ac

Total Acreage in Lots: 3.34 ac Total Acreage in Streets or Roads: 0.91 ac

**PROPOSED USE(S) AND NUMBER OF ASSOCIATED LOTS/SPACES:**

Single Family: 8 Townhouse: _____ Mobile Home Park: _____ Duplex: 7 Apartment: _____

Recreational Vehicle Park: _____ Commercial: _____ Industrial: _____

Planned Unit Development: _____ Condominium: _____ Multi-Family: _____ Other: _____

**CRITICAL AREAS ON-SITE OR NEARBY:**

☐ Lake ☐ Wetlands ☐ Streams ☐ Stormwater Conveyance ☐ High Groundwater ☒ Slopes 10-30%

☐ Slopes 30%+ ☐ Floodplain

**PARKLAND/OPEN SPACE PROPOSAL:** The following information is required to show how the project meets the parkland dedication requirements of the subdivision regulations (Section 12-4-10). A recommendation from the Park Board is required to be submitted along with the application, unless exempted under the subdivision regulations 12-4-10(C).

- Date of Parks Board Meeting (prior to submitting an application): N/A (Cash in Lieu)
- Market Value before Improvements: $30,000/acre
- Total Acreage in Parks, Open Spaces and/or Common Areas: According to 12-4-11 part A.1 & D.1, the subdivision shall be cash in lieu based off of 0.03 acres per lot. The subdivision consists of 15 lots multiplied by 0.03, equals contribution amount of 0.45 acres

**IMPROVEMENTS TO BE PROVIDED:**

**Roads:** ☐ Gravel ☒ Paved ☒ Curb ☒ Gutter ☒ Sidewalks ☐ Alleys ☐ Other (explain): _____

**Water System:** ☐ Individual ☐ Multiple User ☐ Neighborhood ☒ Public ☐ Other (explain): _____

**Sewer System:** ☐ Individual ☐ Multiple User ☐ Neighborhood ☒ Public ☐ Other (explain): _____

**Other Utilities:** ☒ Cable TV ☒ Telephone ☒ Electric ☒ Gas ☐ Other (explain): _____

**Solid Waste:** ☐ Home Pick Up ☐ Central Storage ☒ Contract Hauler ☐ Owner Haul

**Mail Delivery:** ☒ Central ☐ Individual

**Fire Protection:** ☒ Hydrants ☐ Tanker Recharge

**Drainage System:** Stormwater will sheet flow from the lots to the proposed public road where it will become concentrated within the curb and gutters and collected by the curb inlets. The flow will then be conveyed via pipe to a central stormwater management system.

## D. VARIANCES:

ARE ANY VARIANCES TO THE SUBDIVISION REGULATIONS BEING REQUESTED? Yes/No
If yes, please complete the Variance Section (attached) and submit the applicable fee.

# VARIANCE REQUEST

Completely address each of the following items, if requesting a variance to the Subdivision Regulations. The Council will use the information provided to evaluate the variance request – all criteria need to be met or found not applicable in order for the Council to grant the variance.

**SECTION OF REGULATION CREATING HARDSHIP**: _____

**EXPLAIN THE UNDUE HARDSHIP CREATED WITH STRICT COMPLIANCE OF THESE REGULATIONS:**

**PROPOSED ALTERNATIVE(S) TO STRICT COMPLIANCES WITH ABOVE REGULATIONS:**

**PLEASE ANSWER THE FOLLOWING QUESTIONS IN THE SPACES PROVIDED BELOW:**

1. Will the granting of the variance be detrimental to the public health, safety or general welfare or injurious to other adjoining properties? Explain.

2. How is the physical surrounding, shape or topographical conditions of the property limiting the ability to fully comply with the Regulations?

3. Is the hardship solely a financial hardship or a hardship that has been self-imposed? Explain.

4. Will the variance cause a substantial increase in public costs? Explain.

5. Will the variance cause the subdivision to be in nonconformance with any adopted zoning regulations, growth policy or adopted policies or regulations? Explain.

# Flathead County GIS
**800 South Main Street**
**Kalispell, MT 59901**
**Phone (406) 758-5540**

## Adjacent Ownership List Request Form

Must be filled out by the Planning Office, Surveyor, or Engineer

| | |
|---|---|
| SUBJECT PROPERTY OWNER | Whitefish West Limited Partnership (Shawn Hass) |
| SUBJECT PROPERTY ASSESSOR # | 0854001 |
| SUBJECT PROPERTY LEGAL DESCRIPTION | LAKE PARK ADD, S26, T31 N, R22 W, BLOCK 011, Lot 004, 12188 R LAKE PARK ADD LOT 4 BLK 11 |
| SEC-TOWNSHIP-RANGE | Sec 26, T31N, R22W |
| BUFFER FOOTAGE | 300-feet (excluding rights-of-way) |
| CONTACT PERSON | 48 North P.C. - Brett Walcheck |
| CONTACT PHONE # | 406-756-4848 |
| TODAY'S DATE | 3/5/2014 |
| SPECIAL HANDLING INSTRUCTIONS | |
| PLANNER, SURVEYOR OR ENGINEER SIGNATURE | |

Orders can be submitted in the GIS office, via mail or email (gis_ownership@flathead.mt.gov). Incomplete forms will not be accepted.

| | |
|---|---|
| Certified Ownership List – completed 1 week from time of order | $75.00 |
| Certified Ownership List Rush – completed 24 to 48 hours from time of order | $150.00 |

# PART B:
# PROJECT FEE SCHEDULE & ADJACENT LANDOWNERS

# B1:
# PROJECT FEE SCHEDULE

# CITY OF WHITEFISH: PROJECT FEE SCHEDULE
## Effective November 19, 2013

15 Lot Subdivision
$200 X 15 lots = $3000.00
Total Fee = $5,970.00

## PLAT REVIEW

| | |
|---|---|
| Major Subdivision (6 or more lots) | $2,970 + $200/lot |
| Minor Subdivision (5 or fewer lots | $990 + $200/lot |
| Minor Subdivision (Waiver) | $250 |
| Minor (Waiver – referred to Council) | $740 |
| Subdivision Exemption (Boundary Line Adjustment/Family Transfer) | $50 |
| Amended Preliminary Plat | 75% of fee calculated above |
| Subdivision Variance | $396/variance |
| Request to Council to Delete a Required Condition | $500 |
| Request to Council to Extend Preliminary Plat: standard timeframe | $50 |
| Request to Council to Extend Preliminary Plat: longer than standard timeframe | $750 |
| Mobile Home Parks & Campgrounds | |
| (6 or more spaces) | $2,970 + $200/space |
| (5 or fewer spaces) | $990 + $200/space |

## FINAL PLAT REVIEW

| | |
|---|---|
| Minor subdivision with approved preliminary plat | $1,056 + $200/lot |
| Major subdivision with approved preliminary plat | $2,574 + $200/lot |
| Subdivision with waiver of preliminary plat | $1,980 + $200/lot |
| Subdivision Improvements Agreement | $330 |
| Request to Extend Subdivision Improvement Agreement | $50 |
| Request to Vacate a Plat | $500 |

## GROWTH POLICY

| | |
|---|---|
| Amendment to Plan | $5,940 + $40/acre |
| Text Amendment | $3,300 |

## ZONING

| | |
|---|---|
| **Zone Change (map amendment)**: Base Fee | $2,310 |
| For first 80 acres of area of the request add | $66/acre |
| For next 81+acres add | $40/acre |
| **Zoning Text Amendment** | $1,980 |
| **PUD Zoning Review** | (Deduct $200 from fee if preliminary plat application submitted concurrently) |
| Residential | $2,970 + $100/acre |
| Commercial | $3,300 + $200/acre |
| Mixed Use (including short term rental) | $3,300 + $130/acre |
| Administrative Amendment | $660 |
| Amendment (Major) | |
| Residential | $660 |
| Commercial/Mixed Use | $1,980 |

B2:
COPY OF CHECK

SEE REVERSE FOR LIST OF SECURITY FEATURES ON THIS STOCK

WHITEFISH WEST LTD PARTNERSHIP
109 SIERRAVISTA CRT
LETHBRIDGE, AB T1J 4P4

121

DATE: 28 03 2014
D D M M Y Y Y Y

PAY TO THE ORDER OF City of Whitefish

$ 5970.—

Five thousand nine hundred seventy dollars xx/100 DOLLARS US FUNDS

servus credit union
Administration
601 - 4901 48 Street
Red Deer, Alberta T4N 6M4
403.343.0144

WHITEFISH WEST LTD PARTNERSHIP

MEMO Prelim Plat Fee

PER:

⑈0000000121⑈ ⑆19629⑈899⑆ 5746462445

# B3:
# ADJACENT LANDOWNERS LIST

# Flathead County

Flathead County
ATTN: GIS Department
800 South Main Street
Kalispell, MT 59901

(406)758-5540

## Sales Receipt

| Date | Sale No. |
|---|---|
| 03/06/2014 | 3582 |

| Sold To |
|---|
| Walk-in |

| Pmt Method | Employee Name |
|---|---|
| Check | CHERYL |

| Description | Amount |
|---|---|
| • Certified Ownership List<br>WHITEFISH WEST LP<br>LAKE PARK ADD L4 B11<br>26-31-22<br>CONTACT: BRETT@ 756-4848<br>DATE DUE: 3-13-14, 1 @ $75.00 | 75.00 |

Please make checks out to "Flathead County"

Thank you for your prompt payment.

| | |
|---|---|
| Total | $75.00 |
| Amount Received | $75.00 |
| Balance Due | $0.00 |

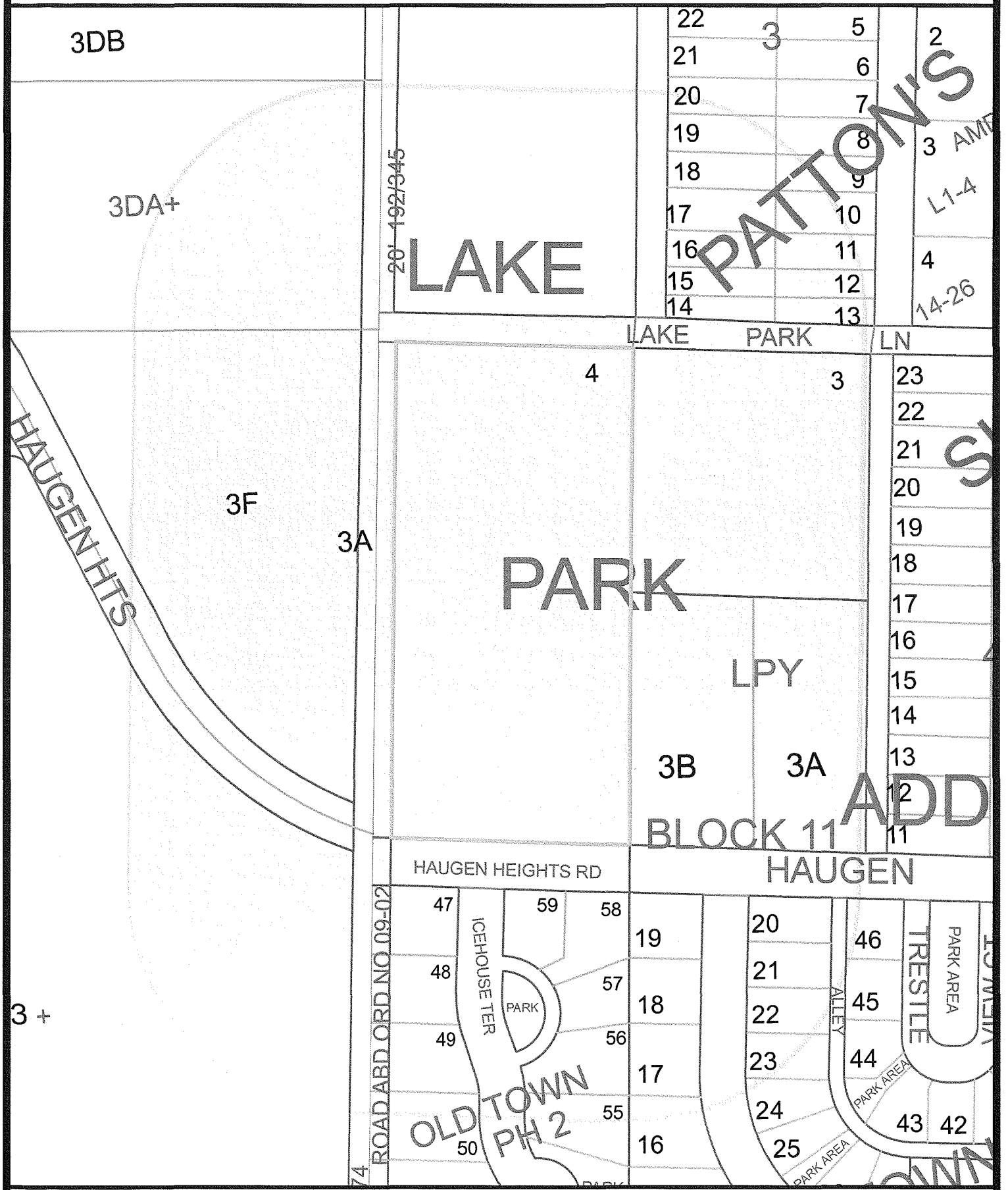
**Ownership Lists:**
Neither Flathead County, nor any of its employees, makes any warranty or guarantee to any of the data provided and assumes no legal responsibility for the information provided herein. Information is derived from multiple sources, subject to constant change, and may be of questionable accuracy, currency and completeness. Primary information sources should be consulted for verification of the information contained herein. Data is provided for informational purposes only. Deriving conclusions from this data is done at the user's risk. Please contact the GIS staff regarding any known discrepancies.

Additionally, lists of parcels that fall within the Flood Plain should be used with extreme caution as the FEMA Flood Plain data used is the best data available, but may be outdated and/or inaccurate. Also, population estimates are based on census block boundaries, which do not coincide with other boundaries such as Fire Districts, Precincts, School Districts, etc.

Data from this list may be used as a mailing list only by governmental agencies, but not by private individuals or organizations, as per Section 2-6-109(1), Montana Code Annotated.

# LAKE PARK ADDITION LOT 4 BLOCK 11 IN S26 T31N R22W PMM

**300 FOOT OWNERSHIP**




**FLATHEAD COUNTY GIS**

Date: 3/6/2014
Project: 150 Foot Buffer

The areas depicted on this map are for illustrative purposes only and do not necessarily meet mapping, surveying, or engineering standards. Deriving conclusions from this map is done at the user's risk.

# LAKE PARK ADDITION LOT 4 BLOCK 11 IN S26 T31N R22W PMM

300 FOOT OWNERSHIP LIST

| ASSRNO | Name | Address | TRACT_ID | Rec_Code |
|---|---|---|---|---|
| **0003740** | | | | |
| | **GLACIER PEAKS LAND INVESTMENTS LLC** | | | |
| | | 121 IOWA AVE # 3A WHITEFISH MT 59937 | | |
| | | | 3122X26-PTT-10-BLK3 | 1M |
| | | | 3122X26-PTT-11-BLK3 | 1M |
| | | | 3122X26-PTT-12-BLK3 | 1M |
| | | | 3122X26-PTT-13-BLK3 | 1M |
| | | | 3122X26-PTT-14-BLK3 | 1M |
| | | | 3122X26-PTT-15-BLK3 | 1M |
| | | | 3122X26-PTT-16-BLK3 | 1M |
| | | | 3122X26-PTT-17-BLK3 | 1M |
| | | | 3122X26-PTT-18-BLK3 | 1M |
| | | | 3122X26-PTT-19-BLK3 | 1M |
| | | | 3122X26-PTT-20-BLK3 | 1M |
| | | | 3122X26-PTT-8-BLK3 | 1M |
| | | | 3122X26-PTT-9-BLK3 | 1M |
| **0011167** | | | | |
| | **HAUGEN HEIGHTS LLC** | | | |
| | | 3080 E LAKESHORE DR WHITEFISH MT 59937 | | |

| ASSRNO | Name | Address | TRACT_ID | Rec_Code |
|---|---|---|---|---|
| | | | 3122X27-XXX-ABDRD-ADJ3G | 1M |
| 0013929 | | | | |
| | **BENNETTS, QUINCY** | | | |
| | | 735 7TH AVE W KALISPELL MT 59901 | | |
| | | | 3122X26-OT2-47-WPT | 21 |
| | **SHEHAN, JOEL** | | | |
| | | 735 7TH AVE W KALISPELL MT 59901 | | |
| | | | 3122X26-OT2-47-WPT | 1M |
| 0013930 | | | | |
| | **SLOVACK, RYAN & ABIGAIL** | | | |
| | | 410 COULEESPRINGS RD S LETHBRIDGE AB T1K 5P2 CANADA | | |
| | | | 3122X26-OT2-48-WPT | 1M |
| 0013931 | | | | |
| | **KALLAL, DAVE & KIRSTIN** | | | |
| | | PO BOX 451 AVILA BEACH CA 93424 | | |
| | | | 3122X26-OT2-49-WPT | 1M |
| 0013932 | | | | |
| | **SANDER, LUKE & DAPHNE** | | | |
| | | 27 HERITAGE PT W LETHBRIDGE AB T1K 7B7 CANADA | | |
| | | | 3122X26-OT2-50-WPT | 1M |
| 0169650 | | | | |
| | **SCHEFFER, DANIEL** | | | |

| ASSRNO | Name | Address | TRACT_ID | Rec_Code |
|---|---|---|---|---|
| | | 818 BOULDER LN WHITEFISH MT 59937 | | |
| | | | 3122X26-LPW-3-N2-BLK11 | 1M |
| | **WATTS, MELODY** | | | |
| | | 818 BOULDER LN WHITEFISH MT 59937 | | |
| | | | 3122X26-LPW-3-N2-BLK11 | 21 |
| **0172350** | | | | |
| | **HAUGEN HEIGHTS LLC** | | | |
| | | 3080 E LAKESHORE DR WHITEFISH MT 59937 | | |
| | | | 3122X27-XXX-3 | 1M |
| | | | 3122X27-XXX-3-200 | 1M |
| **0183600** | | | | |
| | **SCHEFFER, DANIEL M** | | | |
| | | 4899 US HIGHWAY 93 S WHITEFISH MT 59937 | | |
| | | | 3122X26-LPY-3A | 1M |
| | **WATTS, MELODY** | | | |
| | | 4899 US HIGHWAY 93 S WHITEFISH MT 59937 | | |
| | | | 3122X26-LPY-3A | 21 |
| **0431100** | | | | |
| | **SENIN, JOHN A & ANNABELLE C** | | | |
| | | 420 HAUGEN HEIGHTS WHITEFISH MT 59937 | | |
| | | | 3122X27-XXX-3DA | 1M |
| | | | 3122X27-XXX-3DA-100 | 1M |

| ASSRNO | Name | Address | TRACT_ID | Rec_Code |
|---|---|---|---|---|
| 0502908 | | | | |
| | WHITTINGTON, LAWRENCE M & CINDY W | | | |
| | | 21 GREEN PL WHITEFISH MT 59937 | | |
| | | | 3122X26-OT1-16 | 1M |
| 0502909 | | | | |
| | SCHNEIDER, RUSSELL W & KIMBERLY A | | | |
| | | 1326 4TH ST E WHITEFISH MT 59937 | | |
| | | | 3122X26-OT1-17 | 1M |
| 0502912 | | | | |
| | KELLEY, J SCOTT & SALLY | | | |
| | | 211 EAGLE VIEW TRL WHITEFISH MT 59937 | | |
| | | | 3122X26-OT1-18 | 1M |
| 0502913 | | | | |
| | LAKE, MICHAEL P & MARY A | | | |
| | | PO BOX 7497 AUBURN CA 95604 | | |
| | | | 3122X26-OT1-19 | 1M |
| 0502914 | | | | |
| | POLUMBUS, NICK & KIM | | | |
| | | 303 STUMPTOWN LOOP WHITEFISH MT 59937 | | |
| | | | 3122X26-OT1-20 | 1M |
| 0502915 | | | | |

| ASSRNO | Name | Address | TRACT_ID | Rec_Code |
|---|---|---|---|---|
| | **STEPANEK, MADONNA T & JON** | 810 RIMROCK RD BILLINGS MT 59102 | | |
| | | | 3122X26-OT1-21 | 1M |
| **0502916** | | | | |
| | **STEPANEK, MADONNA T & JON** | 810 RIMROCK RD BILLINGS MT 59102 | | |
| | | | 3122X26-OT1-22 | 1M |
| **0502917** | | | | |
| | **DAILEY, MICHAEL E & ROBIN T** | 331 STUMPTOWN LOOP WHITEFISH MT 59937 | | |
| | | | 3122X26-OT1-23 | 1M |
| **0502918** | | | | |
| | **SCHATZ, GREG P & DEBORAH A** | 4720 TRUMBLE CREEK RD COLUMBIA FALLS MT 59912 | | |
| | | | 3122X26-OT1-24 | 1M |
| **0502939** | | | | |
| | **NORMILE, REBECCA L** | 210 TRESTLE VIEW CT WHITEFISH MT 59937 | | |
| | | | 3122X26-OT1-45 | 1M |
| **0502940** | | | | |
| | **WASHINGTON FAMILY TRUST** | 8 BLUE RIVER IRVINE CA 92604 | | |

| ASSRNO | Name | Address | TRACT_ID | Rec_Code |
|---|---|---|---|---|
| | | | 3122X26-OT1-46 | 1M |
| 0505361 | | | | |
| | SLOVACK, RYAN & ABIGAIL | | | |
| | | 410 COULEESPRINGS RD S LETHBRIDGE AB T1K 5P2 CANADA | | |
| | | | 3122X26-OT2-48 | 1M |
| 0505362 | | | | |
| | KALLAL, DAVE & KIRSTIN | | | |
| | | PO BOX 451 AVILA BEACH CA 93424 | | |
| | | | 3122X26-OT2-49 | 1M |
| 0505363 | | | | |
| | SANDER, LUKE & DAPHNE | | | |
| | | 27 HERITAGE PT W LETHBRIDGE AB T1K 7B7 CANADA | | |
| | | | 3122X26-OT2-50 | 1M |
| 0505367 | | | | |
| | BLAKE FAMILY TRUST | | | |
| | | 1735 CARRIAGE DR WALNUT CREEK CA 94598 | | |
| | | | 3122X26-OT2-55 | 1M |
| 0505368 | | | | |
| | BUCK, GERRY C & RYAN J | | | |
| | | 5802 51ST STREET TABER AB T1G 1K6 CANADA | | |
| | | | 3122X26-OT2-56 | 1M |

| ASSRNO | Name | Address | TRACT_ID | Rec_Code |
|---|---|---|---|---|
| 0505369 | | | | |
| | SHAFFER, W DWIGHT & MARCI LEE | | | |
| | | 640 WOODSIDE LN WHITEFISH MT 59937 | | |
| | | | 3122X26-OT2-57 | 1M |
| 0505370 | | | | |
| | KARL, ALAN | | | |
| | | BOX 427 FOREMOST AB T0K 0X0 CANADA | | |
| | | | 3122X26-OT2-58 | 22 |
| | KARL, MELVIN & CHARMAINE ROTH | | | |
| | | BOX 427 FOREMOST AB T0K 0X0 CANADA | | |
| | | | 3122X26-OT2-58 | 1M |
| | KARL, TIMOTHY & SANDRA | | | |
| | | BOX 427 FOREMOST AB T0K 0X0 CANADA | | |
| | | | 3122X26-OT2-58 | 21 |
| 0505371 | | | | |
| | HANSEN, TYLER B | | | |
| | | 36 HUCKLEBERRY CRES TABER AB T1G 0A7 CANADA | | |
| | | | 3122X26-OT2-59 | 1M |
| 0689480 | | | | |
| | BENNETTS, QUINCY | | | |
| | | 735 7TH AVE W KALISPELL MT 59901 | | |
| | | | 3122X26-OT2-47 | 21 |

| ASSRNO | Name | Address | TRACT_ID | Rec_Code |
|---|---|---|---|---|
| | **SHEHAN, JOEL** | | | |
| | | 735 7TH AVE W KALISPELL MT 59901 | | |
| | | | 3122X26-OT2-47 | 1M |
| **0854001** | | | | |
| | **WHITEFISH WEST LIMITED PARTNERSHIP** | | | |
| | | 109 SIERRA VISTA CT LETHBRIDGE AB T1J 4P4 CANADA | | |
| | | | 3122X26-LPW-4-BLK11 | 1M |
| **0854002** | | | | |
| | **RAY, DANIEL E & KATHERINE HARDING** | | | |
| | | 295 LAKE PARK LN WHITEFISH MT 59937 | | |
| | | | 3122X26-LPW-5-EXN100-BLK10 | 1M |
| **0976559** | | | | |
| | **SCHULTZ, JOHN A** | | | |
| | | 243 HAUGEN HEIGHTS RD WHITEFISH MT 59937 | | |
| | | | 3122X26-LPY-3B | 1M |
| **0979161** | | | | |
| | **ELSEN, D HENRY** | | | |
| | | 901 STUART ST HELENA MT 59601 | | |
| | | | 3122X27-XXX-3F | 21 |
| | | | 3122X27-XXX-3F-100 | 21 |
| | **LAROSE, ANDREE'** | | | |
| | | 901 STUART ST HELENA MT 59601 | | |

| ASSRNO | Name | Address | TRACT_ID | Rec_Code |
|---|---|---|---|---|
| | | | 3122X27-XXX-3F | 1M |
| | | | 3122X27-XXX-3F-100 | 1M |
| E001143 | | | | |
| | CITY OF WHITEFISH | | | |
| | | PO BOX 158 WHITEFISH MT 59937 | | |
| | | | 3122X26-OT1-ALLEY | 1M |
| | | | 3122X26-OT1-HAUGENHTS | 1M |
| | | | 3122X26-OT1-STUMPTOWNLOOP | 1M |
| E001222 | | | | |
| | CITY OF WHITEFISH | | | |
| | | PO BOX 158 WHITEFISH MT 59937 | | |
| | | | 3122X26-OT2-HAUGENHEIGHTSRD | 1M |
| | | | 3122X26-OT2-ICEHOUSETER | 1M |
| | | | 3122X26-OT2-PARK-100 | 1M |

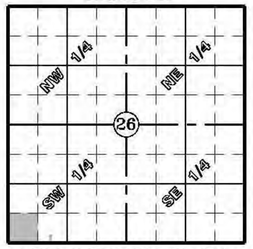
Flathead Co. Plat Room
800 S. Main Room 105
Kalispell, Mt. 59901

APPROVED 3/6/14

# PART C:
# PRELIMINARY PLAT AND EXHIBITS

C1:
PRELIMINARY PLAT (24X36)

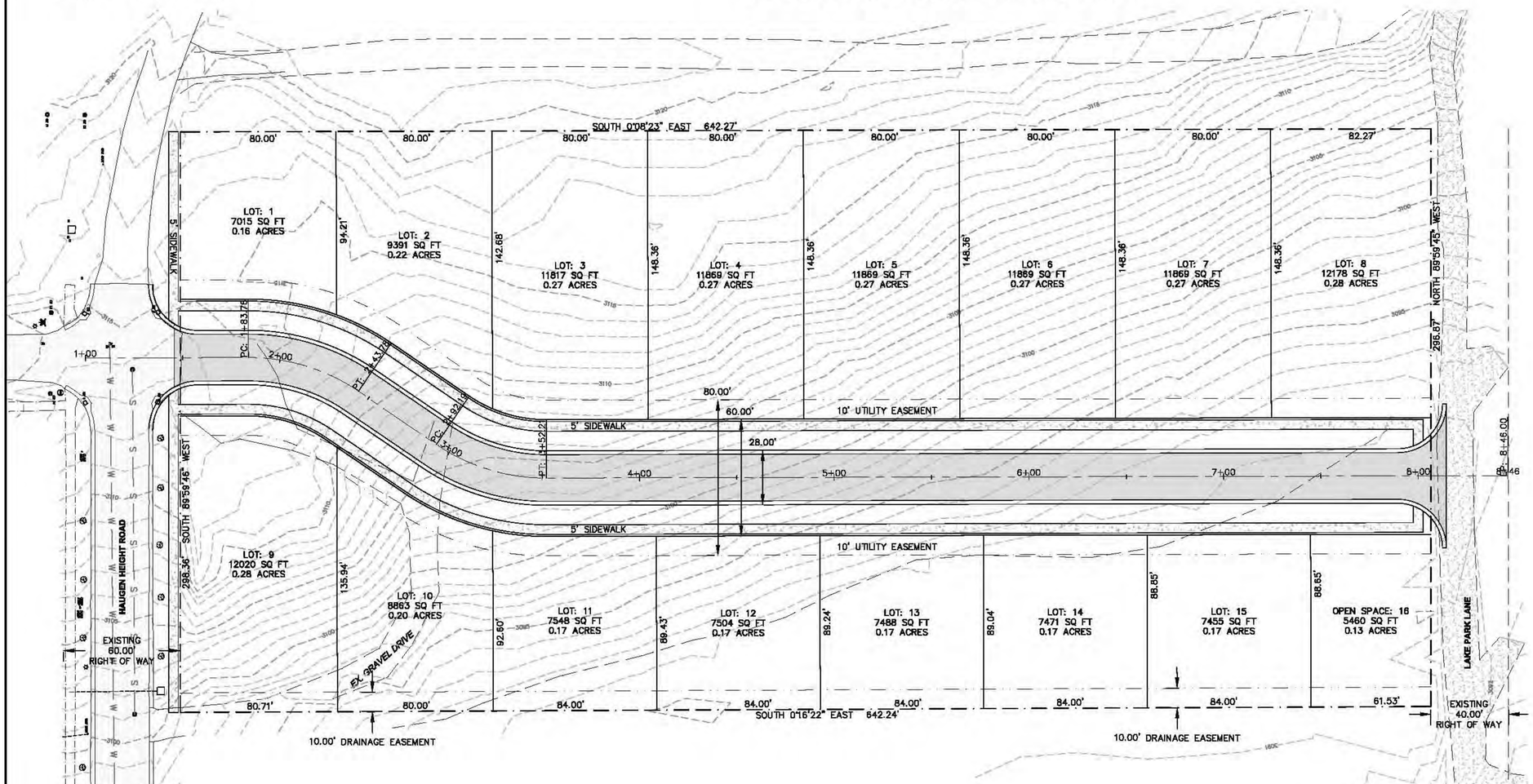
SECTION 24

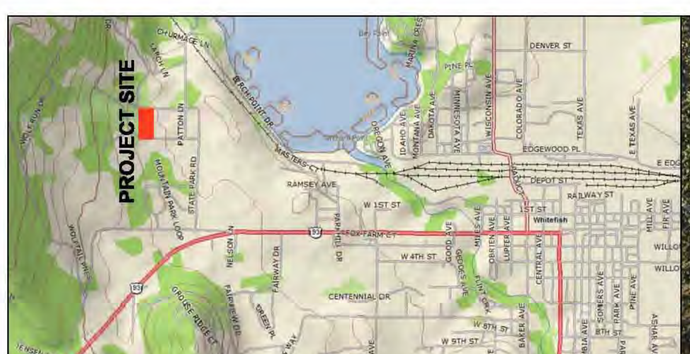


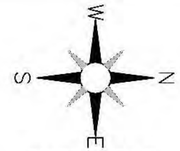

TOWNSHIP 31N-RANGE 22W

# TIMBER RIDGE SUBDIVISION
## PRELIMINARY PLAT

**LEGAL DESCRIPTION**
**LOT FOUR (4) OF BLOCK ELEVEN (11) OF LAKE PARK ADDITION**
**SW 1/4, SW 1/4, SEC 26, TOWNSHIP 31N, RANGE 22W**






GRAPHIC SCALE
( IN FEET )
1 inch = 30 ft.

**LEGEND**

- PROPERTY BOUNDARY
- EX-MAJOR CONTOUR
- EX-MINOR CONTOUR
- EX-PAVEMENT
- EX-GRAVEL ROAD
- EX-WATERLINE
- EX-FIRE HYDRANT
- EX-WATER VALVE
- EX-SEWER LINE
- EX-SEWER MANHOLE
- EX-CATCH BASIN
- P-RIGHT OF WAY
- P-LOT LINE
- P-EASEMENT
- P-STREET
- P-SIDEWALK

**PROPOSED USE:**
**15 LOT SUBDIVISION**

**ZONNING :**
**WR-2 TWO FAMILY RESIDENTIAL**

**FLOOD ZONE:**
**ZONE X**

**PARCELSIZE:**
**4.39 ACRES**
**(191,143.73 FT^2)**

| | GROSS | NET |
|---|---|---|
| LOT 1: | 0.16 AC | 0.14 AC |
| LOT 2: | 0.22 AC | 0.19 AC |
| LOT 3: | 0.27 AC | 0.25AC |
| LOT 4: | 0.27 AC | 0.25 AC |
| LOT 5: | 0.27 AC | 0.25 AC |
| LOT 6: | 0.27 AC | 0.25 AC |
| LOT 7: | 0.27 AC | 0.25 AC |
| LOT 8: | 0.28 AC | 0.26 AC |
| LOT 9: | 0.28 AC | 0.24 AC |
| LOT 10: | 0.20 AC | 0.16 AC |
| LOT 11: | 0.17 AC | 0.13 AC |
| LOT 12: | 0.17 AC | 0.13 AC |
| LOT 13: | 0.17 AC | 0.13 AC |
| LOT 14: | 0.17 AC | 0.13 AC |
| LOT 15: | 0.17 AC | 0.13 AC |
| TOTAL LOT AC: | 3.34 AC | 2.93 AC |
| OPEN SPACE: | 0.13 AC | 0.13 AC |
| RIGHT OF WAY: | 0.91 AC | 0.91 AC |
| TOTAL: | 4.39 AC | 3.97 AC |

**SMALLEST LOT SIZE = 0.16 AC**
**LARGEST LOT SIZE = 0.28 AC**
**AVERAGE LOT SIZE = 0.22 AC**

**OWNER/DEVELOPER:**
**WHITEFISH WEST LIMITED PARTNERSHIP**
**109 SIERRA VISTA CT**
**LETHBRIDGE, ALBERTA**
**403-393-6215**

**ENGINEER:**
**48 NORTH P.C.**
**151 BUSINESS CENTER LOOP**
**SUITE A**
**KALISPELL, MT. 59901**
**406-756-4848**

48 NORTH p.c. Civil Engineering Services
151 BUSINESS CENTER LOOP, SUITE A
KALISPELL, MT. 59901 (T) 406-756-4848 (F) 406-756-4849

SEAL

SUBCONSULTANT

TIMBER RIDGE SUBDIVISION
PRELIMINARY PLAT
WHITEFISH, MONTANA

DRAWING SET DATE
ISSUES\REVISIONS 1 = ISSUE △ = REVISION

| No. | Date | Purpose | By | Check |
|---|---|---|---|---|
| APPLICATION: 3/17/2014 | | | | |

PROJECT NUMBER
SHEET TITLE
BOOK PAGE
DRAWN BY:

SHEET No. 1 OF 1

C2:

PRELIMINARY PLAT (11X17-NOT TO SCALE)

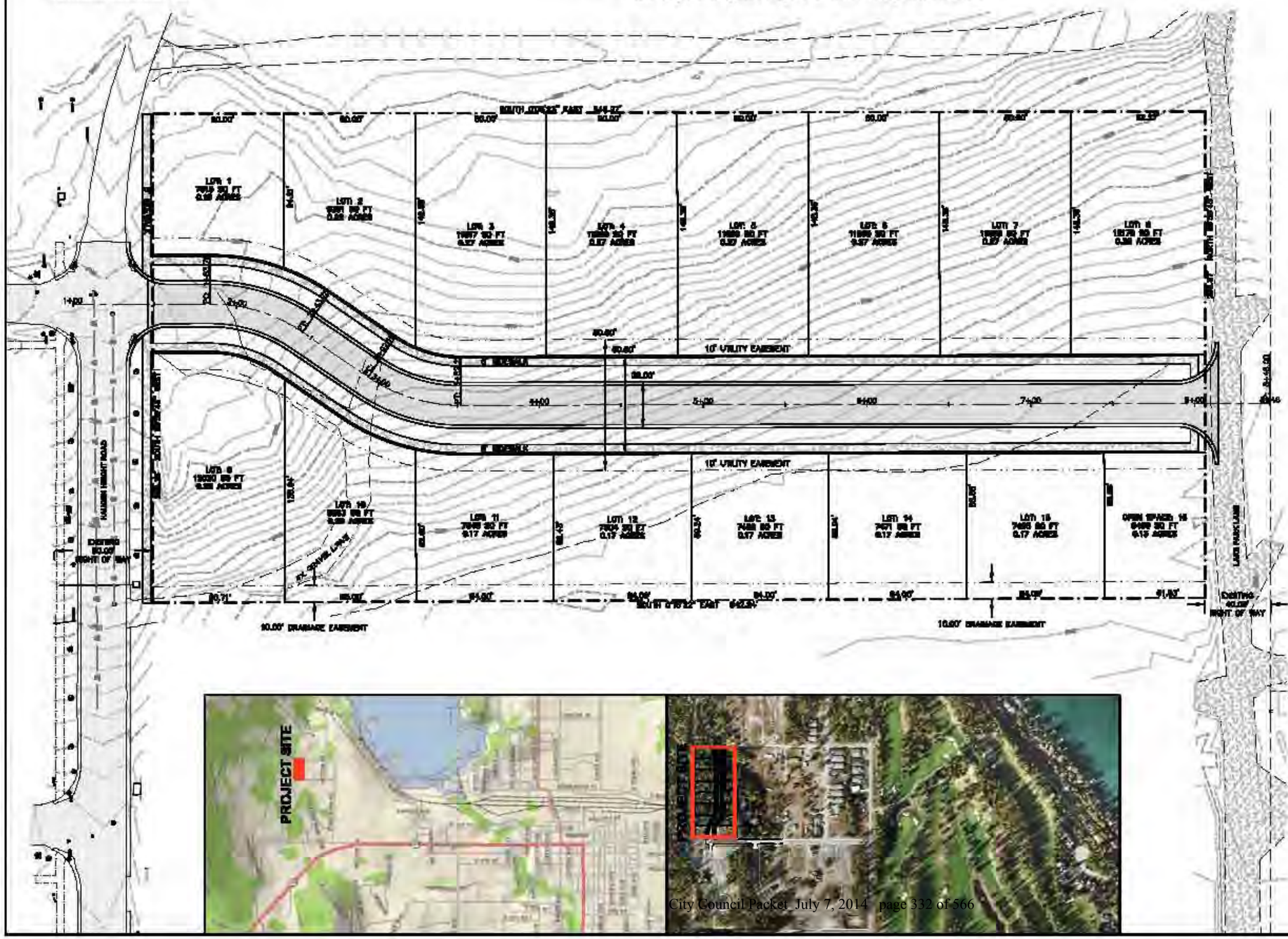
Timber Ridge Subdivision
Preliminary Plat
City of Whitefish

# TIMBER RIDGE SUBDIVISION
## PRELIMINARY PLAT

SECTION 24

TOWNSHIP 31N-RANGE 22W

**LEGAL DESCRIPTION**
LOT FOUR (4) OF BLOCK ELEVEN (11) OF LAKE PARK ADDITION
SW 1/4, SW 1/4, SEC 26, TOWNSHIP 31N, RANGE 22W




GRAPHIC SCALE

**LEGEND**

- PROPERTY BOUNDARY
- EX-MAJOR CONTOUR
- EX-MINOR CONTOUR
- EX-PAVEMENT
- EX-GRAVEL ROAD
- EX-WATERLINE
- EX-FIRE HYDRANT
- EX-WATER VALVE
- EX-SEWER LINE
- EX-SEWER MANHOLE
- EX-CATCH BASIN
- P-RIGHT OF WAY
- P-LOT LINE
- P-EASEMENT
- P-STREET
- P-SIDEWALK

**PROPOSED USE:**
18 LOT SUBDIVISION

**ZONING:**
WR-2 TWO FAMILY RESIDENTIAL

**FLOOD ZONE:**
ZONE X

**PARCEL SIZE:**
4.38 ACRES
(191,143.73 FT^2)

| | GROSS | NET |
|---|---|---|
| LOT 1: | 0.16 AC | 0.14 AC |
| LOT 2: | 0.22 AC | 0.18 AC |
| LOT 3: | 0.27 AC | 0.25AC |
| LOT 4: | 0.27 AC | 0.25 AC |
| LOT 5: | 0.27 AC | 0.25 AC |
| LOT 6: | 0.27 AC | 0.25 AC |
| LOT 7: | 0.27 AC | 0.25 AC |
| LOT 8: | 0.28 AC | 0.25 AC |
| LOT 9: | 0.28 AC | 0.24 AC |
| LOT 10: | 0.20 AC | 0.16 AC |
| LOT 11: | 0.17 AC | 0.13 AC |
| LOT 12: | 0.17 AC | 0.13 AC |
| LOT 13: | 0.17 AC | 0.13 AC |
| LOT 14: | 0.17 AC | 0.13 AC |
| LOT 15: | 0.17 AC | 0.13 AC |
| TOTAL LOT AC: | 3.34 AC | 2.93 AC |
| OPEN SPACE: | 0.13 AC | 0.13 AC |
| RIGHT OF WAY: | 0.91 AC | 0.91 AC |
| TOTAL: | 4.38 AC | 3.97 AC |

SMALLEST LOT SIZE = 0.16 AC
LARGEST LOT SIZE = 0.28 AC
AVERAGE LOT SIZE = 0.22 AC


**OWNER/DEVELOPER:**
WHITEFISH WEST LIMITED PARTNERSHIP
166 SIERRA VISTA CT
LETHBRIDGE, ALBERTA
403-393-5216

**ENGINEER:**
48 NORTH P.C.
151 BUSINESS CENTER LOOP
SUITE A
KALISPELL, MT. 59901
406-756-4848


48 NORTH p.c. Civil Engineering Services

TIMBER RIDGE SUBDIVISION
PRELIMINARY PLAT
WHITEFISH, MONTANA

DRAWING SET DATE
SCALE: 1" = 60'-0"
△ = REVISION

| No. | Date | Purpose | By | Check |
|---|---|---|---|---|
| APPLICATION: 3/17/2014 | | | | |

PROJECT NUMBER:
SHEET TITLE
BOOK | PAGE
DRAWN BY:

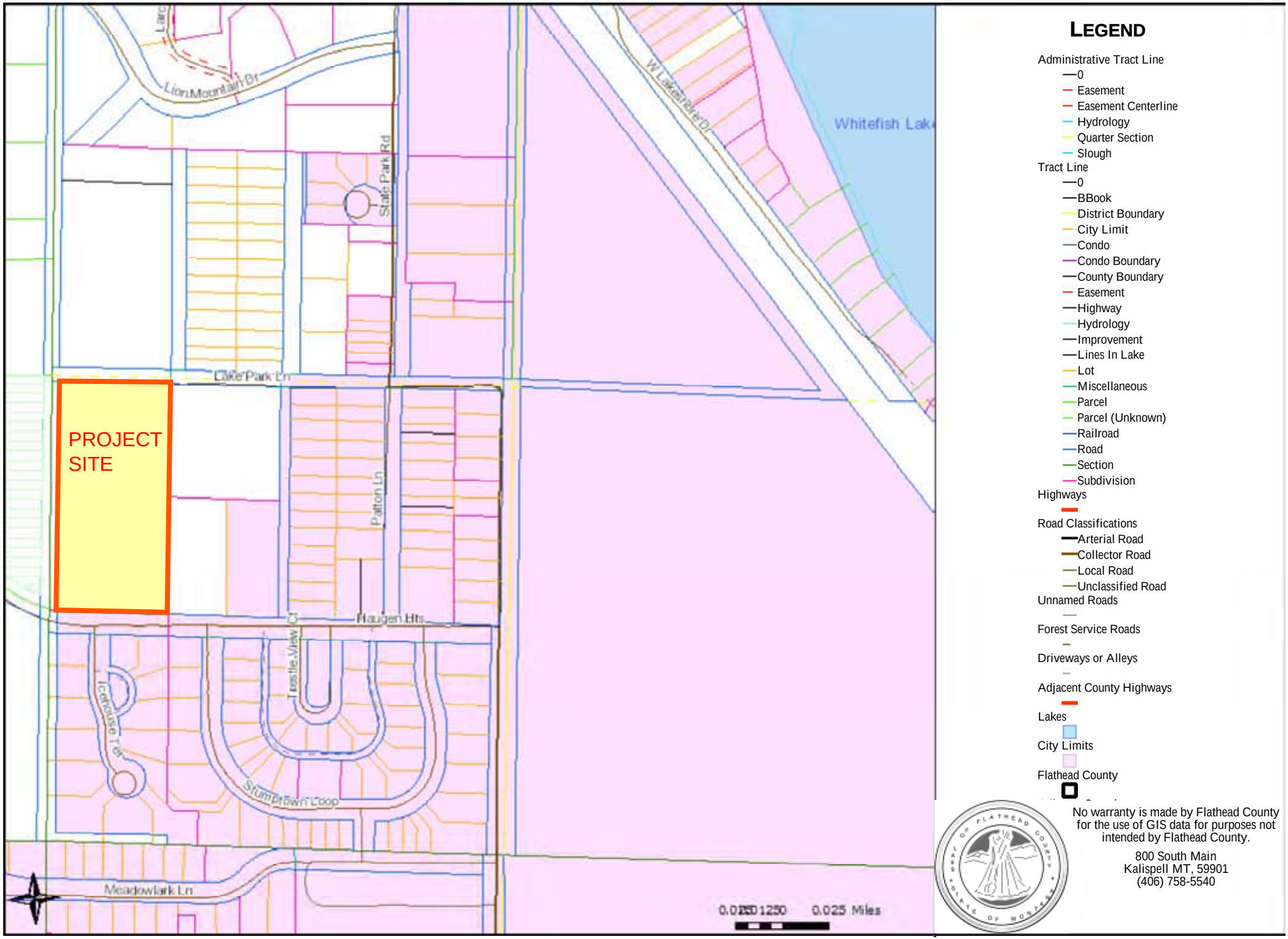
SHEET No. 1 OF 1

# C3:
# VICINITY MAP

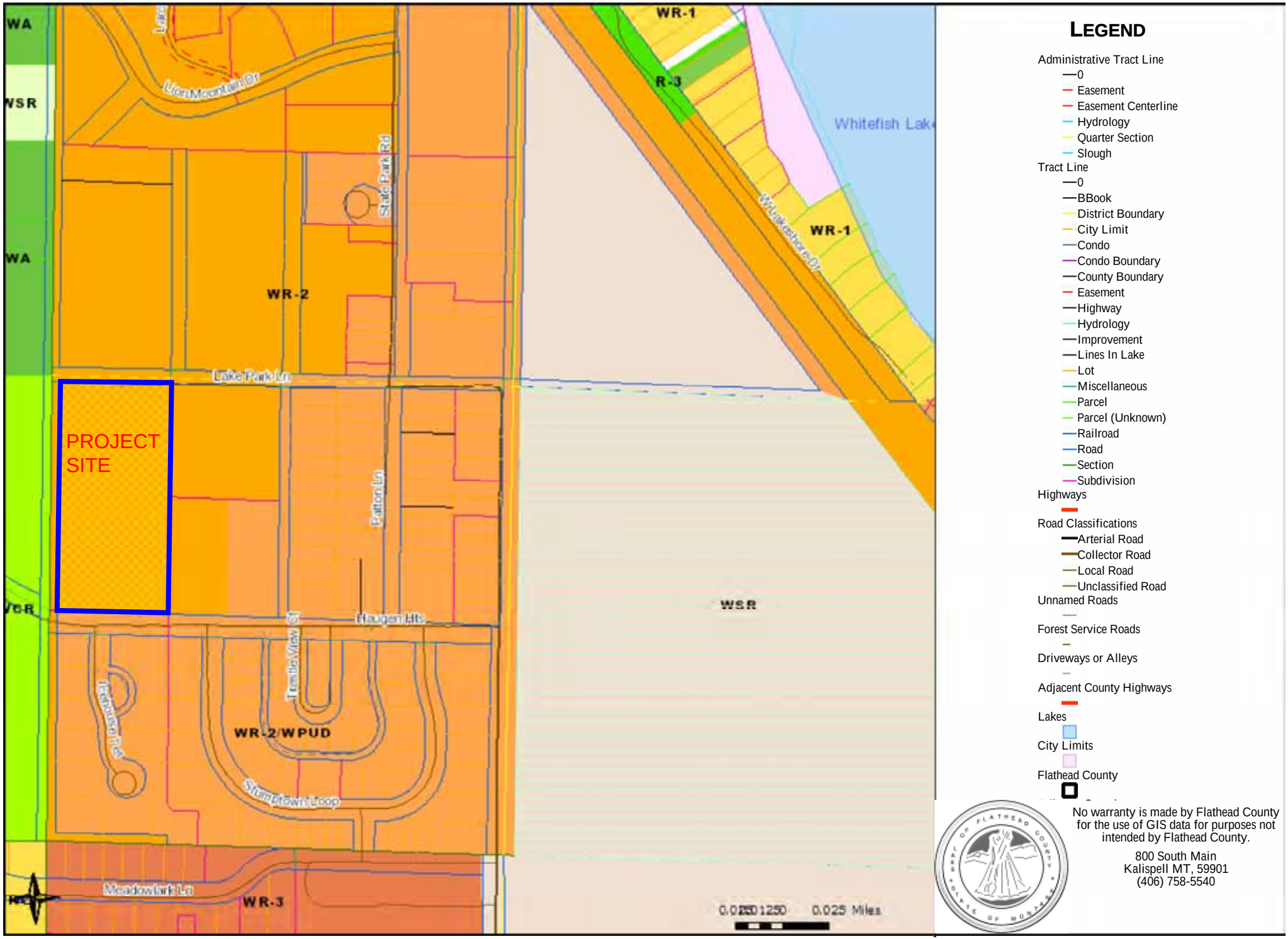
## C.3 – OVERALL VICINITY MAP

1) APPROXIMATELY 1647 FEET TO BNSF RAILROAD
2) APPROXIMATELY 2200 FEET TO WHITEFISH LAKE
3) APPROXIMATELY 2688 FEET TO HWY 93
4) APPROXIMATELY 4389 FEET TO WHITEFISH RIVER

# C4:
# GIS MAP


Lion Mountain Dr
State Park Rd
W Lakeshore Dr
Whitefish Lake
Lake Park Ln
PROJECT SITE
Patton Ln
Haugen Hts
Trestle View Ct
Icehouse Ter
Stumptown Loop
Meadowlark Ln
0.025 Miles
LEGEND
Administrative Tract Line
0
Easement
Easement Centerline
Hydrology
Quarter Section
Slough
Tract Line
0
BBook
District Boundary
City Limit
Condo
Condo Boundary
County Boundary
Easement
Highway
Hydrology
Improvement
Lines In Lake
Lot
Miscellaneous
Parcel
Parcel (Unknown)
Railroad
Road
Section
Subdivision
Highways
Road Classifications
Arterial Road
Collector Road
Local Road
Unclassified Road
Unnamed Roads
Forest Service Roads
Driveways or Alleys
Adjacent County Highways
Lakes
City Limits
Flathead County
No warranty is made by Flathead County for the use of GIS data for purposes not intended by Flathead County.
800 South Main
Kalispell MT, 59901
(406) 758-5540

# C5:
# ZONING MAP

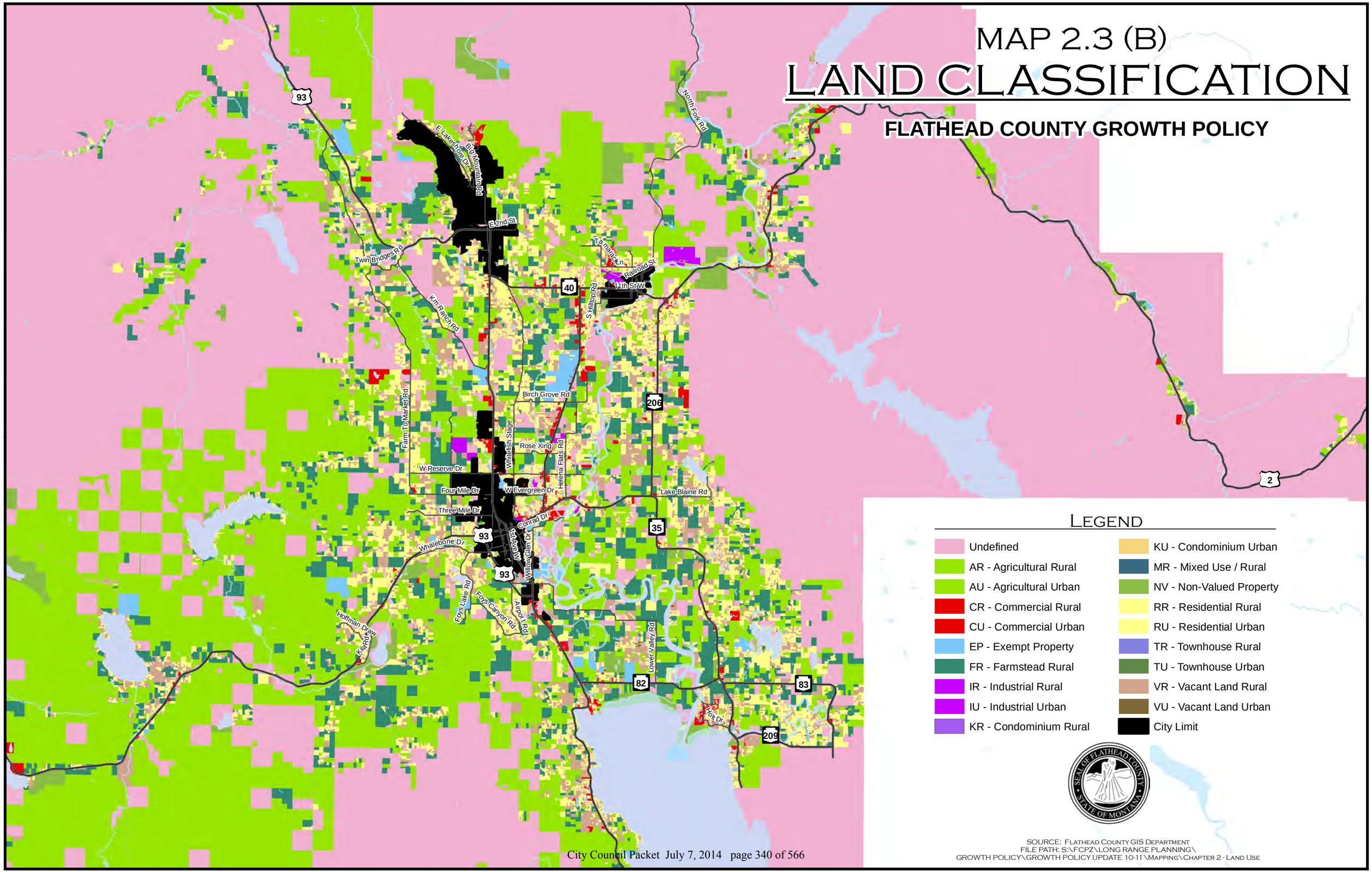

WA
WSR
WA
WSR
WR-1
R-3
Whitefish Lake
Lion Mountain Dr
State Park Rd
WR-1
Whitefish Lakeshore Dr
WR-2
Lake Park Ln
PROJECT SITE
Fatton Ln
Haugen Hts
WSR
Trestle View Dr
Icehouse Pl
WR-2/WPUD
Stumptown Loop
Meadowlark Ln
WR-3
0.0250 0.0125 0.025 Miles
LEGEND
Administrative Tract Line
0
Easement
Easement Centerline
Hydrology
Quarter Section
Slough
Tract Line
0
BBook
District Boundary
City Limit
Condo
Condo Boundary
County Boundary
Easement
Highway
Hydrology
Improvement
Lines In Lake
Lot
Miscellaneous
Parcel
Parcel (Unknown)
Railroad
Road
Section
Subdivision
Highways
Road Classifications
Arterial Road
Collector Road
Local Road
Unclassified Road
Unnamed Roads
Forest Service Roads
Driveways or Alleys
Adjacent County Highways
Lakes
City Limits
Flathead County
No warranty is made by Flathead County for the use of GIS data for purposes not intended by Flathead County.
800 South Main
Kalispell MT, 59901
(406) 758-5540

# C6:
# LAND CLASSIFICATION MAP

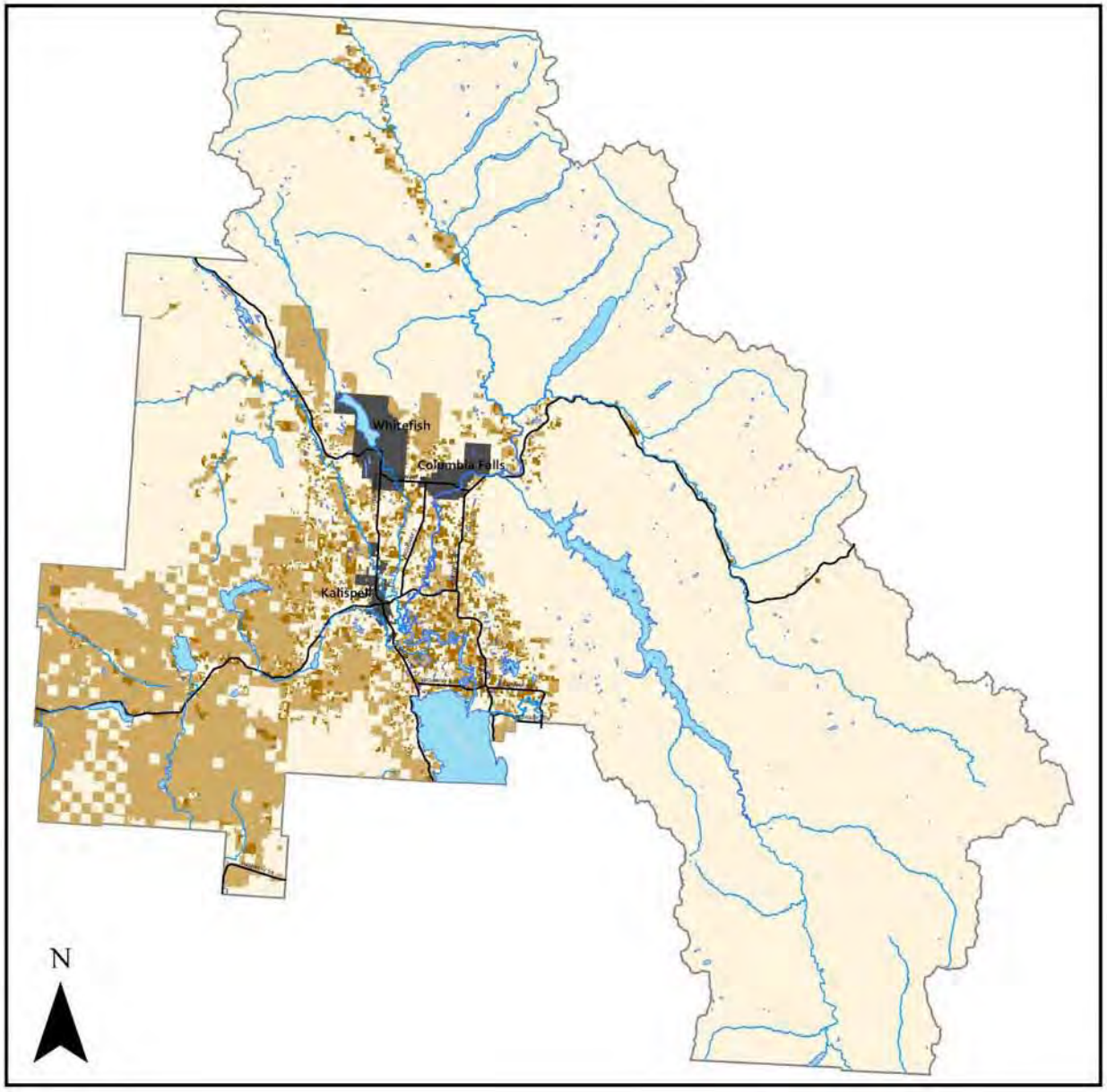
# MAP 2.3 (B)

# LAND CLASSIFICATION

## FLATHEAD COUNTY GROWTH POLICY



# C7:
# AGRICULTURAL LAND USE




# MAP 2.3

# AGRICULTURAL LAND USE

## FLATHEAD COUNTY GROWTH POLICY

### LEGEND

- Lakes & rivers
- City Jurisdiction
- Farmstead Rural
- Agricultural Urban
- Agricultural Rural

0 5 10 20 30 Miles

SOURCE: MONTANA CADASTRAL FRAMEWORK, FLATHEAD COUNTY CAMA D
FILE PATH: S:\FCPZ\LONG RANGE PLANNING\GROWTH POLICY\GF

# C8:
# SOILS MAP

114° 22' 27" W
114° 22' 18" W
694270
694300
694330
694360
694390
694420
694450
48° 25' 5" N
5366100
5366070
5366040
5366010
5365980
5365950
5365920
5365890
5365860
48° 24' 57" N
Lake Park Ln
23-8
26G-7
Haugen Heights Rd
Map Scale: 1:1,200 if printed on A portrait (8.5" x 11") sheet.
Meters
0 15 30 60 90
Feet
0 50 100 200 300
N
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

## MAP LEGEND

**Area of Interest (AOI)**

- Area of Interest (AOI)

**Soils**

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

**Special Point Features**

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

**Water Features**

- Streams and Canals

**Transportation**

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

**Background**

- Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Flathead National Forest Area, Montana
Survey Area Data: Version 9, Dec 10, 2013

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 11, 2011—Jul 30, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# Map Unit Legend

| Flathead National Forest Area, Montana (MT619) | | | |
|---|---|---|---|
| **Map Unit Symbol** | **Map Unit Name** | **Acres in AOI** | **Percent of AOI** |
| 23-8 | Andeptic Cryoboralfs-Andic Cryochrepts complex, hilly | 0.2 | 4.3% |
| 26G-7 | Typic Eutroboralfs, silty till substratum, rolling | 4.9 | 95.7% |
| **Totals for Area of Interest** | | **5.1** | **100.0%** |

# Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If

intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

# Flathead National Forest Area, Montana

## 23-8—Andeptic Cryoboralfs-Andic Cryochrepts complex, hilly

### Map Unit Setting

*Elevation:* 3,000 to 7,000 feet
*Mean annual precipitation:* 20 to 60 inches

### Map Unit Composition

*Andeptic cryoboralfs and similar soils:* 45 percent
*Andic cryochrepts and similar soils:* 40 percent

### Description of Andeptic Cryoboralfs

#### Setting

*Landform:* Mountain slopes
*Parent material:* Glacial till and material derived from metasedimentary rocks

#### Properties and qualities

*Slope:* 20 to 40 percent
*Depth to restrictive feature:* More than 80 inches
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.14 to 0.57 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum content:* 35 percent
*Available water capacity:* Moderate (about 8.1 inches)

#### Interpretive groups

*Farmland classification:* Not prime farmland
*Hydrologic Soil Group:* C
*Other vegetative classification:* subalpine fir/queencup beadlily (PK620)

#### Typical profile

*0 to 3 inches:* Silt loam
*3 to 11 inches:* Silt loam
*11 to 29 inches:* Very gravelly silt loam
*29 to 43 inches:* Very gravelly clay loam
*43 to 60 inches:* Very gravelly silt loam

### Description of Andic Cryochrepts

#### Setting

*Landform:* Mountain slopes, ridges
*Parent material:* Glacial till and material derived from metasedimentary rocks

#### Properties and qualities

*Slope:* 20 to 40 percent
*Depth to restrictive feature:* More than 80 inches
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Available water capacity:* Low (about 4.2 inches)

**Interpretive groups**

*Farmland classification:* Not prime farmland
*Hydrologic Soil Group:* C
*Other vegetative classification:* Douglas-fir/pinegrass (PK320)

**Typical profile**

*1 to 5 inches:* Gravelly silt loam
*5 to 13 inches:* Very gravelly silt loam
*13 to 46 inches:* Extremely gravelly silt loam

## 26G-7—Typic Eutroboralfs, silty till substratum, rolling

**Map Unit Setting**

*Elevation:* 3,000 to 4,500 feet
*Mean annual precipitation:* 18 to 30 inches

**Map Unit Composition**

*Typic eutroboralfs and similar soils:* 80 percent

**Description of Typic Eutroboralfs**

**Setting**

*Landform:* Moraines
*Parent material:* Silty till

**Properties and qualities**

*Slope:* 10 to 20 percent
*Depth to restrictive feature:* More than 80 inches
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.20 in/hr)
*Depth to water table:* More than 80 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Calcium carbonate, maximum content:* 35 percent
*Available water capacity:* Moderate (about 8.0 inches)

**Interpretive groups**

*Farmland classification:* Not prime farmland
*Hydrologic Soil Group:* B
*Other vegetative classification:* Douglas-fir/snowberry (PK310)

**Typical profile**

*0 to 2 inches:* Slightly decomposed plant material
*2 to 6 inches:* Silt loam
*6 to 24 inches:* Gravelly silt loam
*24 to 42 inches:* Very gravelly silt loam
*42 to 60 inches:* Extremely gravelly silt loam

# C9:
# WETLANDS INVENTORY MAP

U.S. Fish and Wildlife Service

# National Wetlands Inventory

**Timber Ridge Subdivision**

**Mar 11, 2014**

## Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

## Riparian

- Herbaceous
- Forested/Shrub

## Riparian Status

- Digital Data

**This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.**

**User Remarks:**

# PART D:
# TITLE REPORT

# *GUARANTEE*

Issued by

*First American Title Company*
*704 South Main/P.O. Box 1310, Kalispell, MT 59901*
*Title Officer: Stephanie Evans*
*Phone: (406)752-5388*
*FAX: (406)752-9617*

| | |
|---|---|
| First American Title<br>**Guarantee** | **Guarantee Face Page**<br>ISSUED BY<br>**First American Title Insurance Company**<br>GUARANTEE NUMBER<br>**5010500-498054-CT** |

First American Title Insurance Company

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED SEPTEMBER 24, 1968 CALIFORNIA

**Dennis J. Gilmore**
**President**

**Timothy Kemp**
**Secretary**

## SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

## GUARANTEE CONDITIONS AND STIPULATIONS

**1. DEFINITION OF TERMS.**

The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.

**2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.**

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

**3. NO DUTY TO DEFEND OR PROSECUTE.**

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

**4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.**

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

**5. PROOF OF LOSS OR DAMAGE.**

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.
Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.
Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

**7. DETERMINATION AND EXTENT OF LIABILITY.**

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

Exclusions From Coverage of This Guarantee.
The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;
(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

**8. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

**10. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

**11. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

**12. ARBITRATION.**

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

**13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**14. NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**

| First American Title<br>**Guarantee** | Subdivision Guarantee<br>ISSUED BY<br>**First American Title Insurance Company**<br>GUARANTEE NUMBER<br>**5010500-498054-CT** |
|---|---|

Subdivision or Proposed Subdivision: Timber Ridge

Order No.: 498054-CT

Reference No.: Fee: $150.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Whitefish West Limited Partnership

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH FLATHEAD COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding $5,000.00.

THAT according to those public records which, under the recording laws of the State of Montana, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

**LOT 4 OF BLOCK 11 OF LAKE PARK ADDITION TO WHITEFISH, MONTANA, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.**

**TO BE KNOWN AS: TIMBER RIDGE**

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Flathead County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Whitefish West Limited Partnership

(B) Parties holding liens or encumbrances on the title to said lands are:

1. 2014 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

   General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

| Year | 1st Half | 2nd Half | Parcel Number |
|---|---|---|---|
| 2013 | $675.46 Paid | $675.44 Due | 44-0854001 |

(C) Easements, claims of easements and restriction agreements of record are:

2. 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 as depicted on County Surveyor's maps on file in the office of the County Surveyor of Flathead County.

3. (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, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

4. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. 12188, but deleting any covenant, condition 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 restriction violate 42 USC 3604 (c).

5. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed on the recorded plat of said subdivision, LAKE PARK ADDITION TO WHITEFISH, MONTANA, but deleting any covenant, condition 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).

6. Easements, reservations, restrictions, notes and/or dedications as shown on the preliminary plat of Timber Ridge.

7. Terms and provisions of the State of Montana, Department of Environmentsl Equality, Certificate of Subdivision Plat Approval to be recorded with Timber Ridge.

Date of Guarantee: March 18, 2014 at 7:30 A.M.

**First American Title Company**

By:
Authorized Countersignature

First American

# Privacy Information

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

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### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

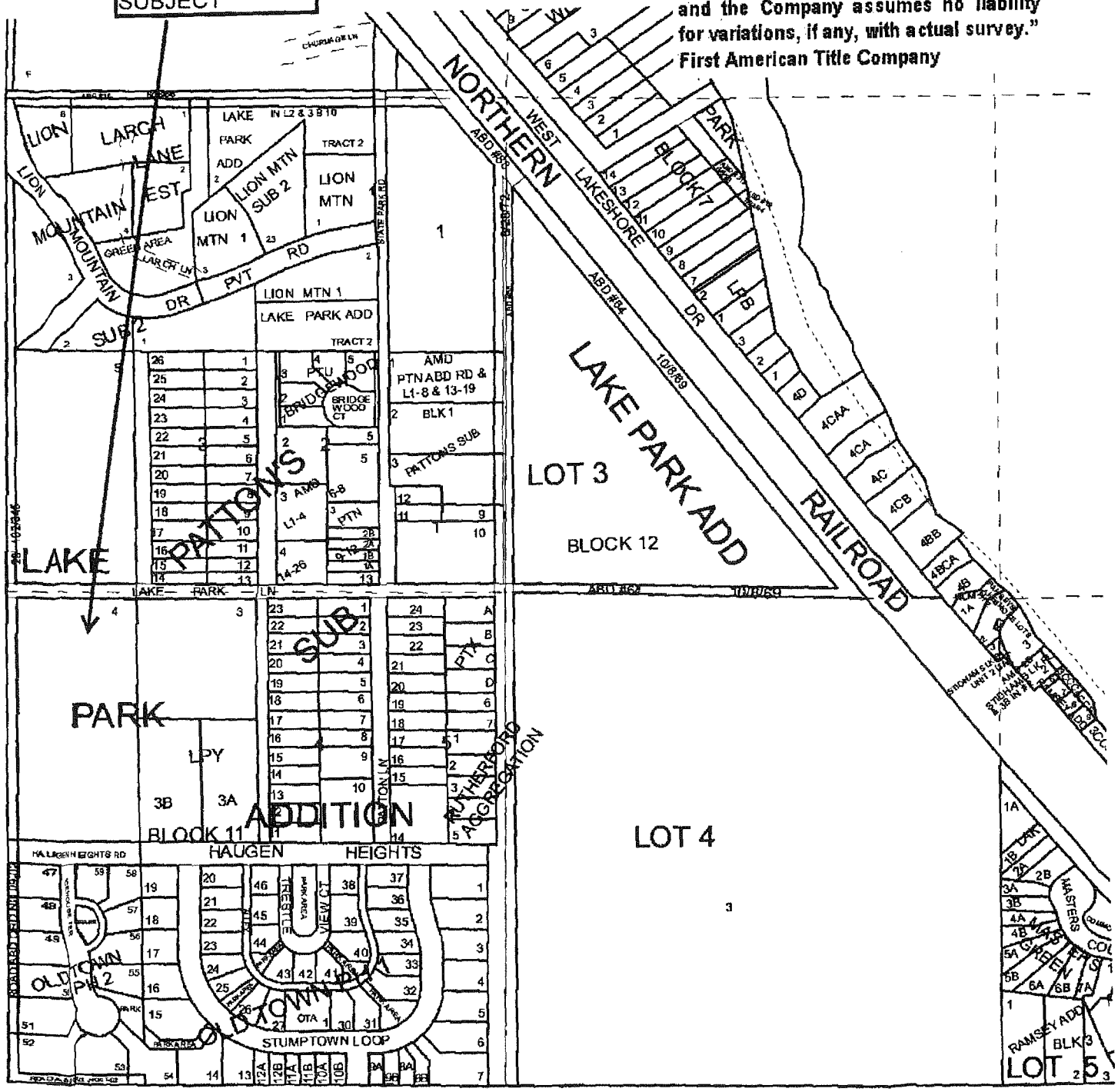
**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

SW 26-31-22
SUBJECT

"This plat is provided solely for the purpose of assisting in locating the land, and the Company assumes no liability for variations, if any, with actual survey."
First American Title Company

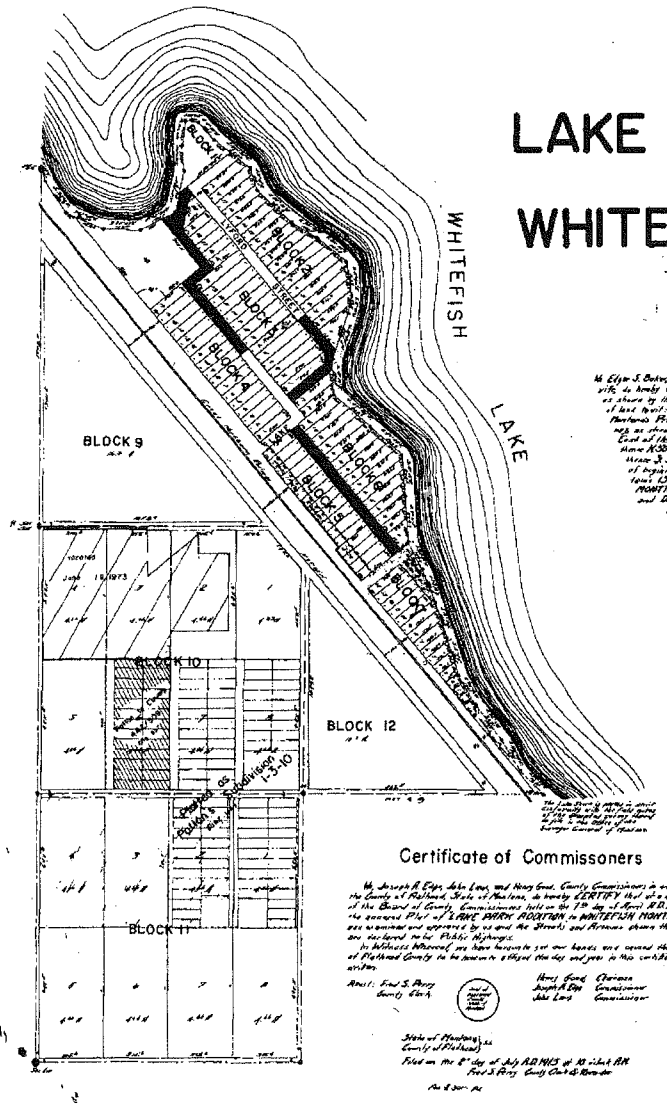


Map of

# LAKE PARK ADDITION

to

# WHITEFISH, MONTANA.




## Certificate of Dedication

We Elijah S. Baker, and Flora E. Baker his wife, Ralph P. Sawyer and Cole Sawyer his wife, Arthur G. Shepard and Clara Shepard his wife, do hereby Certify That we have caused to be surveyed subdivided and platted into Lots Blocks Streets Avenues and Alleys as shown by the Accompanying Plat and the Certificate of Survey hereunto annexed the following described Real Estate to wit: Lots 1 & 3 and the West ½ of the Southeast ¼ of Sec. 28, Township 31 North, Range 22 West of Montana Principal Meridian, and excepting a certain Quarter Acre as Right of Way by the Great Northern Railway as shown by the accepted map, and excepting a portion of Grantor Rounds' Addition Beginning at a point which is 1253 feet East of the North East corner of the Southeast ¼ of the Southwest ¼ of said Section thence N 79°05'W 620 feet thence N 50°55'E 553 feet thence along the meander line of Whitefish Lake S 38°30'E 829 feet thence S 79°00'E 223 feet thence S 38°35'E 1762 feet thence S 66°50'E 168 feet thence leaving said meander line West 361 feet to point of beginning. The tract herein so platted is hereby described for the purposes of platting containing 15.74 acres more or less and is to be known and designated as LAKE PARK ADDITION to WHITEFISH, MONTANA, and the lands included within all the Streets, Avenues and Alleys on said Plat are hereby Granted and Dedicated to the Public forever.

In Witness Whereof we have hereunto set our hands this 21st day of February A.D. 1913.

Elijah S. Baker
Flora E. Baker
Ralph P. Sawyer
Cole Sawyer
Arthur G. Shepard
Clara Shepard

State of Montana, County of Flathead } ss.

On this 24th day of February A.D. 1913 before me, Mark C. Greene, a Notary Public for the State of Montana, personally appeared Elijah S. Baker, and Flora E. Baker his wife, and Arthur G. Shepard and Clara Shepard, his wife, known to me to be the persons who executed the foregoing Certificate of Dedication and acknowledged to me that they executed the same for the uses and purposes therein mentioned.

Mark C. Greene
A Notary Public for Montana residing at Whitefish, Montana.
My Commission expires August 13 1913

State of North Dakota, County of Stutsman } ss.

On this 21st day of February A.D. 1913, before me, R.E. Edmundson a Notary Public for the State above named, personally appeared Ralph P. Sawyer and Cole Sawyer, his wife, known to me to be the persons who executed the foregoing Certificate of Dedication and acknowledged to me that they executed the same for the uses and purposes therein mentioned.

R.E. Edmundson
A Notary Public for the State of North Dakota Residing at White Earth, North Dakota. My commission expires Sept. 17th 1913

## Certificate of Commissoners

We, Joseph A. Edge, John Lang, and Henry Good, County Commissioners in and for the County of Flathead, State of Montana, do hereby CERTIFY that at a meeting of the Board of County Commissioners held on the 17th day of June A.D. 1913, the general Plat of LAKE PARK ADDITION to WHITEFISH MONTANA was examined and approved by us and the Streets and Avenues shown thereon are declared to be Public Highways.

In Witness Whereof we have hereunto set our hands and caused the Seal of Flathead County to be affixed this day and year in this certificate written.

Attest: Fred S. Perry, County Clerk

Henry Good, Chairman
Joseph A. Edge, Commissioner
John Lang, Commissioner

State of Montana, County of Flathead } ss.

Filed on the 8th day of July A.D. 1913 at 10 o'clock A.M.
Fred S. Perry, County Clerk & Recorder

## Certificate of Survey

I Henry P. Walters, a Civil Engineer and Surveyor do hereby certify that on the 16th to 21st day of September 1912 I made a careful and accurate Survey of the tract of land embraced within LAKE PARK ADDITION to WHITEFISH, MONTANA as shown by the accompanying and the courses and distances as shown thereon are true and correct to the best of my knowledge and belief and that I did actually make such survey in conformity with Sections 5000 to 5013 of the Revised Code of the State of Montana.

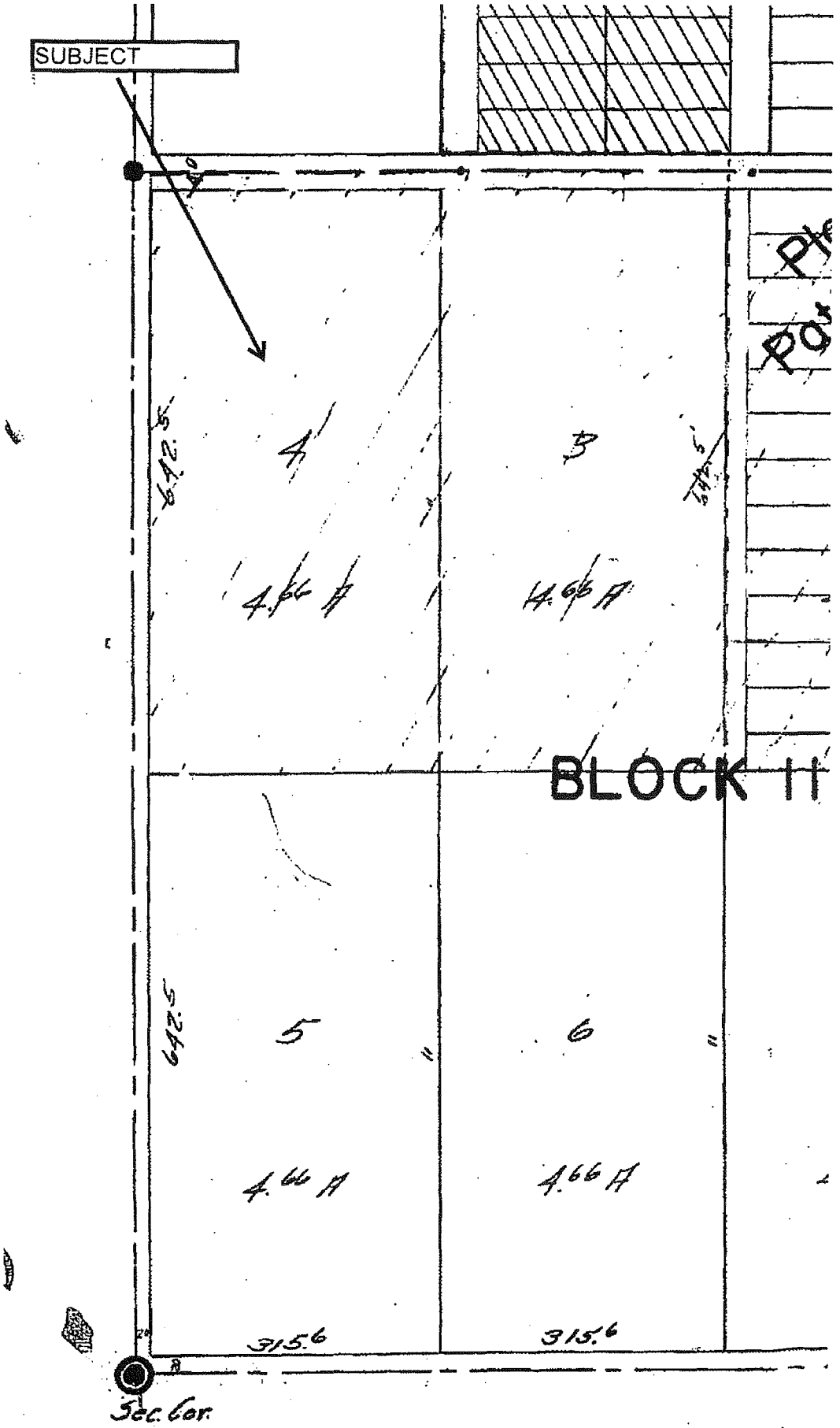
Henry P. Walters
Civil Engineer and Surveyor

State of Montana, County of Flathead } ss.

On this ___ day of January A.D. 1913, before me, R.H. Simon, a Notary Public for the State above named, personally appeared H.P. Walters, known to me to be the person who signed the above Certificate of Survey and acknowledged to me that the statements therein and facts set forth are true and correct to the best of his knowledge and belief.

R.H. Simon
A Notary Public for Montana, residing at Helena, Mt. My commission expires July 30th 1913.

4-3-10 COPY


SUBJECT
4
3
4.66 A
4.66 A
642.5
642.5
BLOCK 11
5
6
4.66 A
4.66 A
315.6
315.6
Sec. Cor.

Friday, March 21, 2014

To Whom it may concern:

Please accept this letter as authorization for Shawn Hass of #1647454 Alberta Ltd. to act as the representative for our ownership interest in Whitefish West Limited Partnership.

X_____
Brian McNaughton on behalf of #1574764 Alberta Ltd.

X_____
Chad Billyard on behalf of #1699272 Alberta Ltd.

X_____
Tony Schimmel on behalf of Windmill Bakery Ltd.

# PART E:
# EXISTING COVENANTS/DEED RESTRICTIONS

## E.1 – EXISTING COVENANTS/DEED RESTRICTIONS

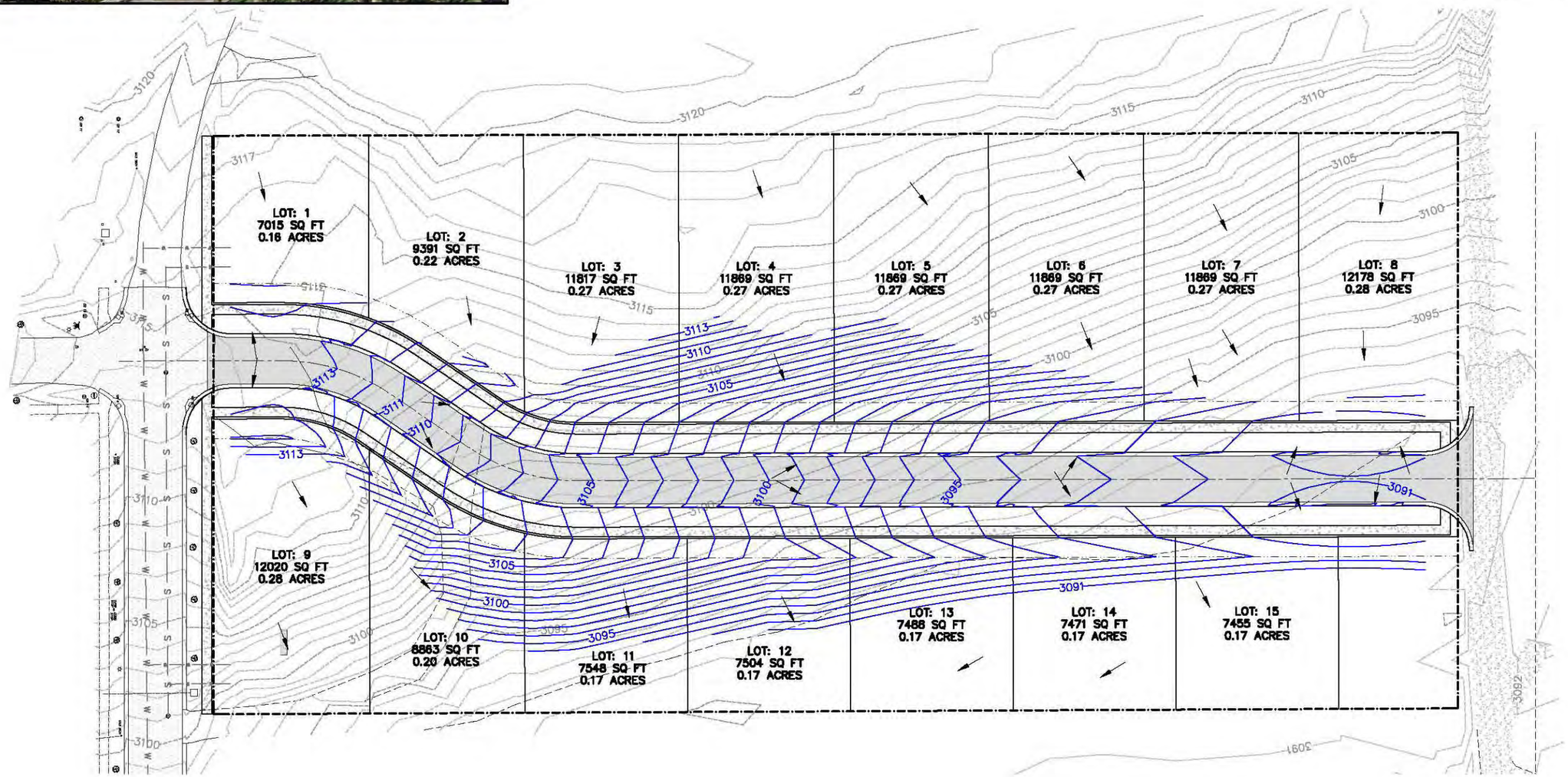
To the best of our knowledge we are unaware of any existing covenants and / or deed restrictions.

# PART F:
# PRELIMINARY GRADING & EROSION CONTROL PLAN

# TIMBER RIDGE
## PRELIMINARY GRADING PLAN

**LEGAL DESCRIPTION**
**LOT FOUR (4) OF BLOCK ELEVEN (11) OF LAKE PARK ADDITION**
**SW 1/4, SW 1/4, SEC 26, TOWNSHIP 31N, RANGE 22W**

GRAPHIC SCALE
60 0 30 60
( IN FEET )
1 inch = 60 ft.

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Civil Engineering Services
151 BUSINESS CENTER LOOP, SUITE A
KALISPELL, MT 59901 406.756.4848

SEAL

SUBCONSULTANT

TIMBER RIDGE
PRELIM. GRADING PLAN
WHITEFISH, MONTANA

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# TIMBER RIDGE
## PRELIMINARY EROSION CONTROL

GRAPHIC SCALE

60 0 30 60

( IN FEET )
1 inch = 60 ft.

### EROSION CONTROL NOTES

1) BID ITEMS FOR "EROSION CONTROL" SHALL INCLUDE ALL CONTROL MEASURES IDENTIFIED IN THESE PLANS AND ADDITIONAL MEASURES THAT MAY BE REQUIRED BY THE CITY OR STATE. IT ALSO INCLUDES THE INSPECTION, MAINTENANCE, ADDITION, AND REPLACEMENT OF CONTROL MEASURES. EROSION CONTROL TIMELINE IS FROM PROJECT START UNTIL FINAL STABILIZATION HAS BEEN ACHIEVED

2) THESE PLANS AND DETAILS REPRESENT MINIMUM MEASURES TO CONTROL EROSION AND SEDIMENT DURING THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING THE NECESSARY MEASURES ACCORDING TO CONTRACTOR'S ONSITE ACTIVITIES

3) ALL TREES AND VEGETATION ARE TO BE PROTECTED EXCEPT FOR WHERE DELINEATED WITHIN THE IMPROVEMENT AREAS. ANY TREES REMOVED OUTSIDE OF THE DESIGNATED AREAS OR WITHOUT PERMISSION FROM THE OWNER/ENGINEER, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR FOR REPLACEMENT OR EQUIVALENT REIMBURSEMENT COST

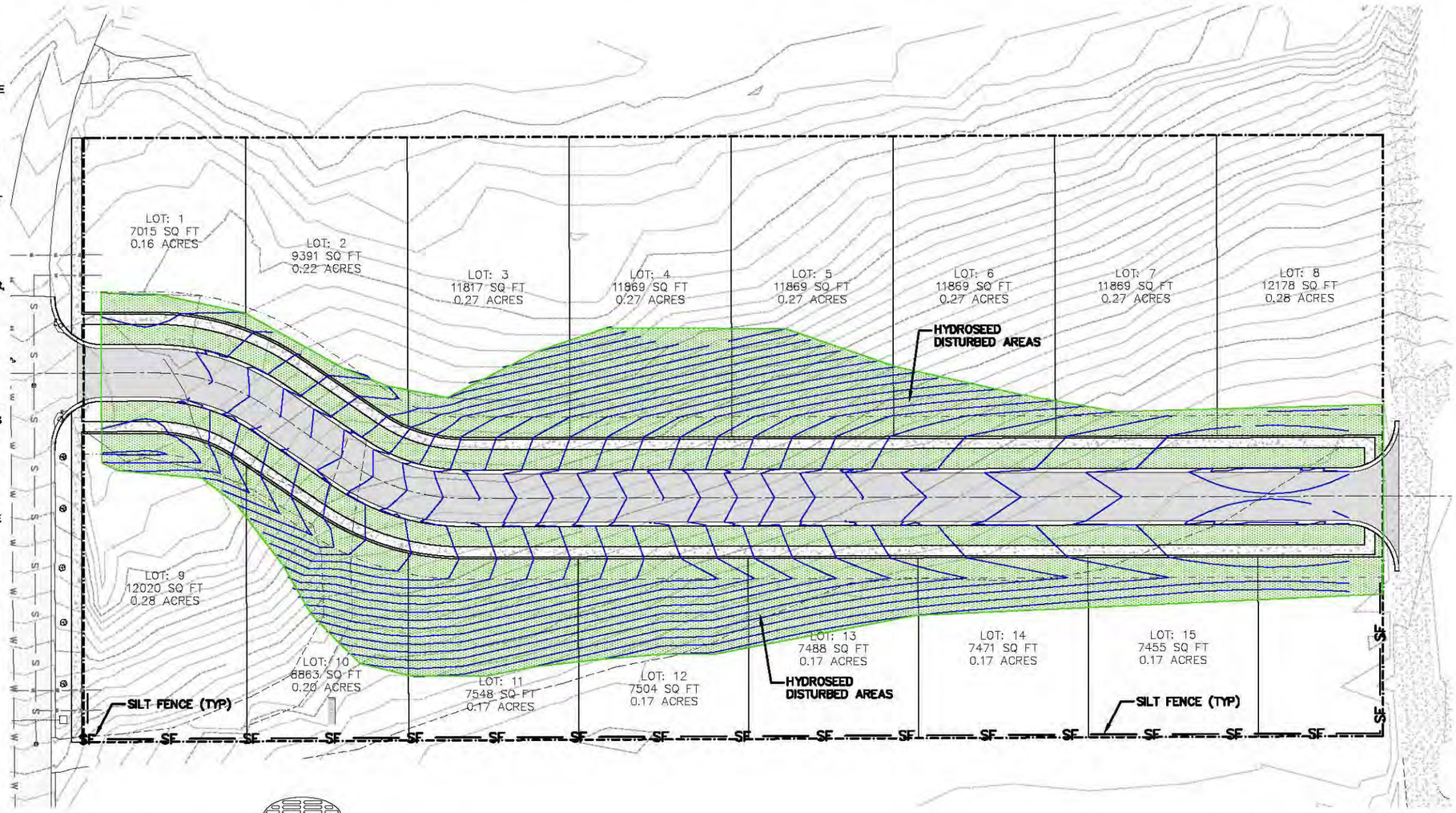
4) THE DEVELOPER, GENERAL CONTRACTOR, GRADING CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL ENSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT ON PUBLIC RIGHTS OF WAYS

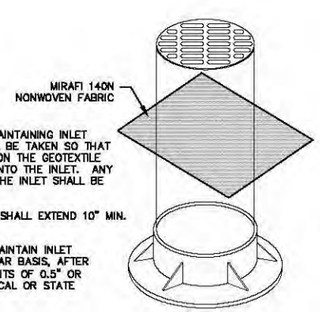
5) ANY STOCKPILING OF MATERIAL FOR ANY LENGTH OF TIME ON EXISTING SURFACES SHALL HAVE STRAW WATTLE AND SAND BAG BARRIERS PLACED AROUND ITS EXTERIOR AND SHALL BE REMOVED AS SOON AS POSSIBLE FROM THE EXISTING SURFACE.

6) THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE TO THE STORM INLETS OR DITCHES IS PROHIBITED.

7) THE CONTRACTOR SHALL OBTAIN OR CONFIRM APPROVAL OF ALL REQUIRED PERMITS PRIOR TO CONDUCTING CONTROLLED CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN THE PROJECT SITE IN ACCORDANCE WITH ALL PERMIT REQUIREMENTS. EROSION CONTROL PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO:
   * MT DEQ GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY
   * CITY OF KALISPELL PERMIT FOR STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY
   * FLATHEAD COUNTY FLOODPLAIN DEVELOPMENT PERMIT
   * FLATHEAD CONSERVATION DISTRICT 310 STREAM PERMIT
   * MONTANA FISH, WILDLIFE & PARKS SPA 124 PERMIT
   * ARMY CORP OF ENGINEERS SECTION 404 PERMIT
   * MONTANA DEQ 318 AUTHORIZATION / 401 CERTIFICATION

8) EROSION TREATMENT OF DISTURBED GROUND SHALL CONFORM TO GUIDELINES IN MDT'S MANUAL OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES. THE CONTRACTOR SHALL MAINTAIN BMPS AFTER RAIN EVENTS AND EVERY 14 DAYS OR AS DIRECTED FOR COMPLIANCE WITH CONTRACTOR OBTAINED PERMITS. MAINTENANCE SHALL BE DOCUMENTED IN WRITING AND KEPT ON-SITE.



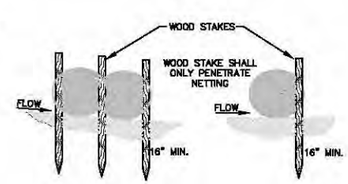




1. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

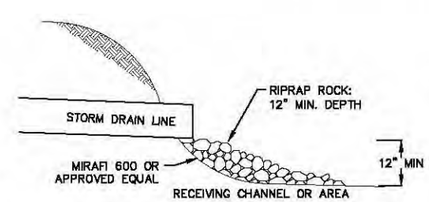
2. FINISHED FABRIC SIZE SHALL EXTEND 10" MIN. AROUND THE PERIMETER.

3. CONTRACTOR SHALL MAINTAIN INLET PROTECTION ON A REGULAR BASIS, AFTER SIGNIFICANT RUNOFF EVENTS OF 0.5" OR GREATER, AND OTHER LOCAL OR STATE REQUIREMENTS.

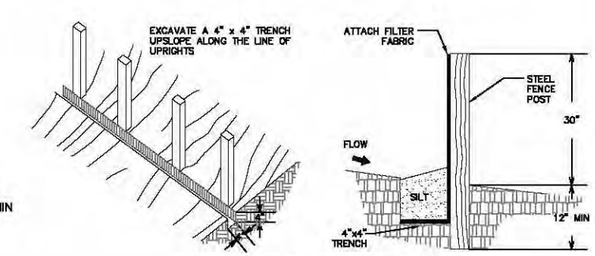
CATCH BASIN INLET PROTECTION
NOT TO SCALE




STRAW WATTLE STAKING
NOT TO SCALE




OUTLET PROTECTION
NOT TO SCALE




SILT FENCE INSTALLATION
NOT TO SCALE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PRE-EROSION CONTROL
WHITEFISH, MONTANA

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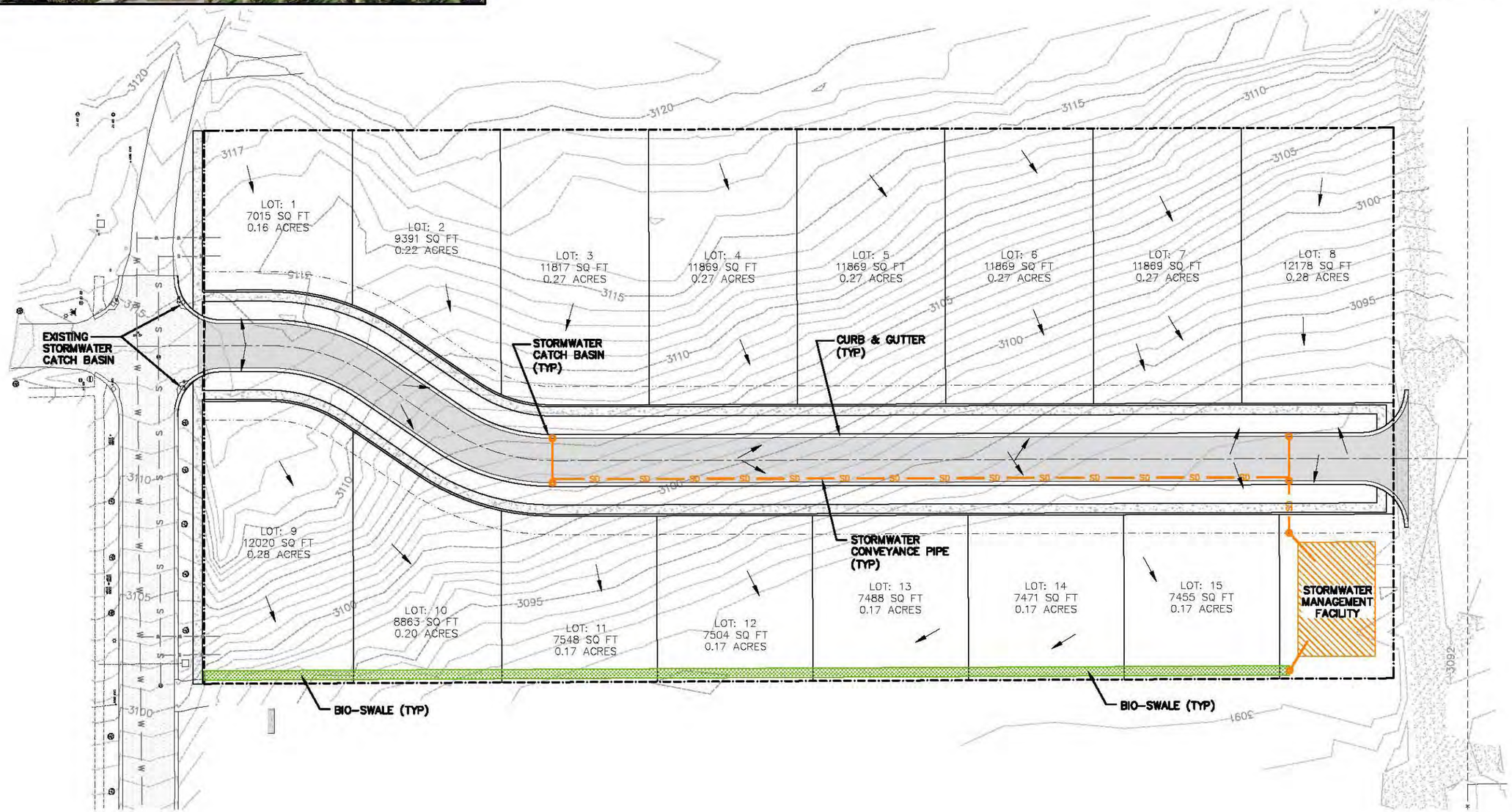
# PART G:
# PRELIMINARY STORMWATER PLAN

# TIMBER RIDGE
## PRELIMINARY STORMWATER PLAN

**LEGAL DESCRIPTION**
**LOT FOUR (4) OF BLOCK ELEVEN (11) OF LAKE PARK ADDITION**
**SW 1/4, SW 1/4, SEC 26, TOWNSHIP 31N, RANGE 22W**

GRAPHIC SCALE
60 0 30 60
( IN FEET )
1 inch = 60 ft.

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TIMBER RIDGE
PRE-STORMWATER PLAN
WHITEFISH, MONTANA

DRAWING SET DATE
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BOOK PAGE
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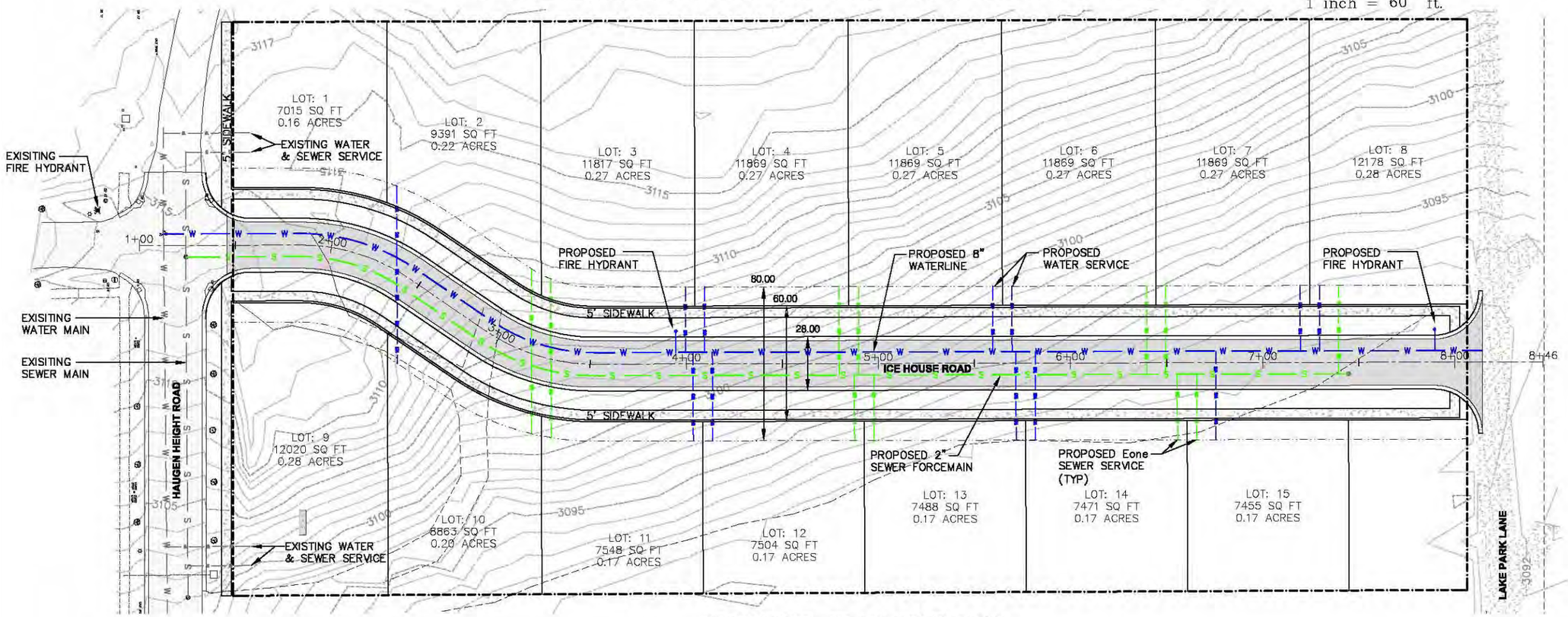
SHEET No. 1 OF 1

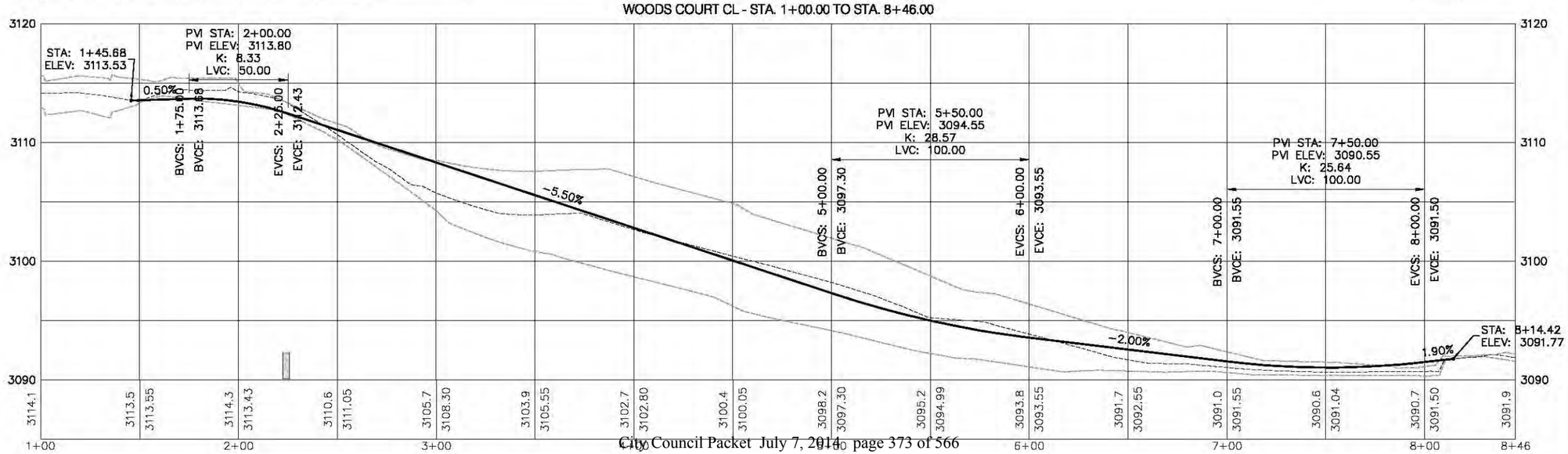
# PART H:
# PRELIMINARY ROADS & UTILITY PLAN

# TIMBER RIDGE
## PRELIMINARY ROAD & UTILITY PLAN

GRAPHIC SCALE
60 0 30 60
( IN FEET )
1 inch = 60 ft.




WOODS COURT CL - STA. 1+00.00 TO STA. 8+46.00





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Civil Engineering Services
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TIMBER RIDGE
PRE-ROAD & UTILITY PLAN
WHITEFISH, MONTANA

DRAWING SET DATE
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| No. | Date | Purpose | By | Check |
|---|---|---|---|---|

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# PART I:
# PARK LAND DEDICATION CALCULATIONS

# I.1 – PARK LAND DEDICATION CALCULATIONS

According to 12-4-11 (Park Land and Open Space Requirements), part A.1: In subdivisions that have an average lot size of ten thousand (10,000) square feet or less, the subdivider shall provide a cash or land dedication equal to 0.03 acres per lot. It goes on to identify in part D.1: that If the required park land dedication is less than ten thousand (10,000) square feet, unless the land is immediately adjacent to an existing or planned future park area, it shall be considered an inappropriate size and the city shall request cash in lieu of park land dedication pursuant to subsection E of this section.

The proposed subdivision consists of 15 lots with an approximate average lot size of 9,649.50 ft^2 (0.22 acres). The subdivision does have approximately 4,573.50 ft^2 of available open space, however this area is to be utilized for stormwater management purposes.

Calculations:

Using the dedication amount of 0.03 acres per lot multiplied by 15 lots, equals a land dedication amount of 0.45 acres.

The Cash in lieu contribution amount will equal 0.45 acres multiplied by the fair market value of the undivided, unimproved land at the time of the final plat submittal.

# PART J:
# CRITICAL AREA

## J.1 – CRITICAL AREA

According to PART 1 of the Critical Area Checklist, the initial screening identifies that the subject site does not require further review. However according to 12-4-10 of the subdivision regulations any development occurring on slopes greater than 10% does require a geotechnical reconnaissance. Please see section L of the Plat application package for a copy of the Geotechnical Investigation that was performed by CMG Engineering.

**PART I** is the initial screening tool for critical areas. Applicants for all proposed projects within 200-feet of a wetland, stream, lake or the river in the city and planning jurisdiction are required to complete **PART I** unless it is exempt.

**PART I:**

1. Is the site within 200-feet of a wetland, stream or lake?
   - ❑ YES (then go to **Part II**, question #1)
   - ❑ NO
2. Will development occur within 75-feet of the Whitefish Lake?
   - ❑ YES (then go to **Part III**, question #4)
   - ❑ NO
3. Is the project within 200-feet of the Whitefish River **and** on a parcel that abuts the River?
   - ❑ YES (then go to **Part II**, question #2)
   - ❑ NO
4. Is there a mapped critical stormwater conveyance area on the property? (review city maps: *www.cityofwhitefish.org* or Whitefish Planning & Building office)
   - ❑ YES (then go to **Part II**, question #3)
   - ❑ NO
5. Will development occur on slopes 10% or greater?
   - ❑ YES (then go to 'a')
   - ❑ NO

   a. If YES, will development occur within 200-feet of a wetland, stream or lake?
      - ❑ YES (then go to **Part III**, #5 and provide required information)
      - ❑ NO

If you answer 'no' to all the questions in Part I, then your critical area review is **complete**.

**PART II: (ONLY ANSWER IF REQUIRED BY PART I)**

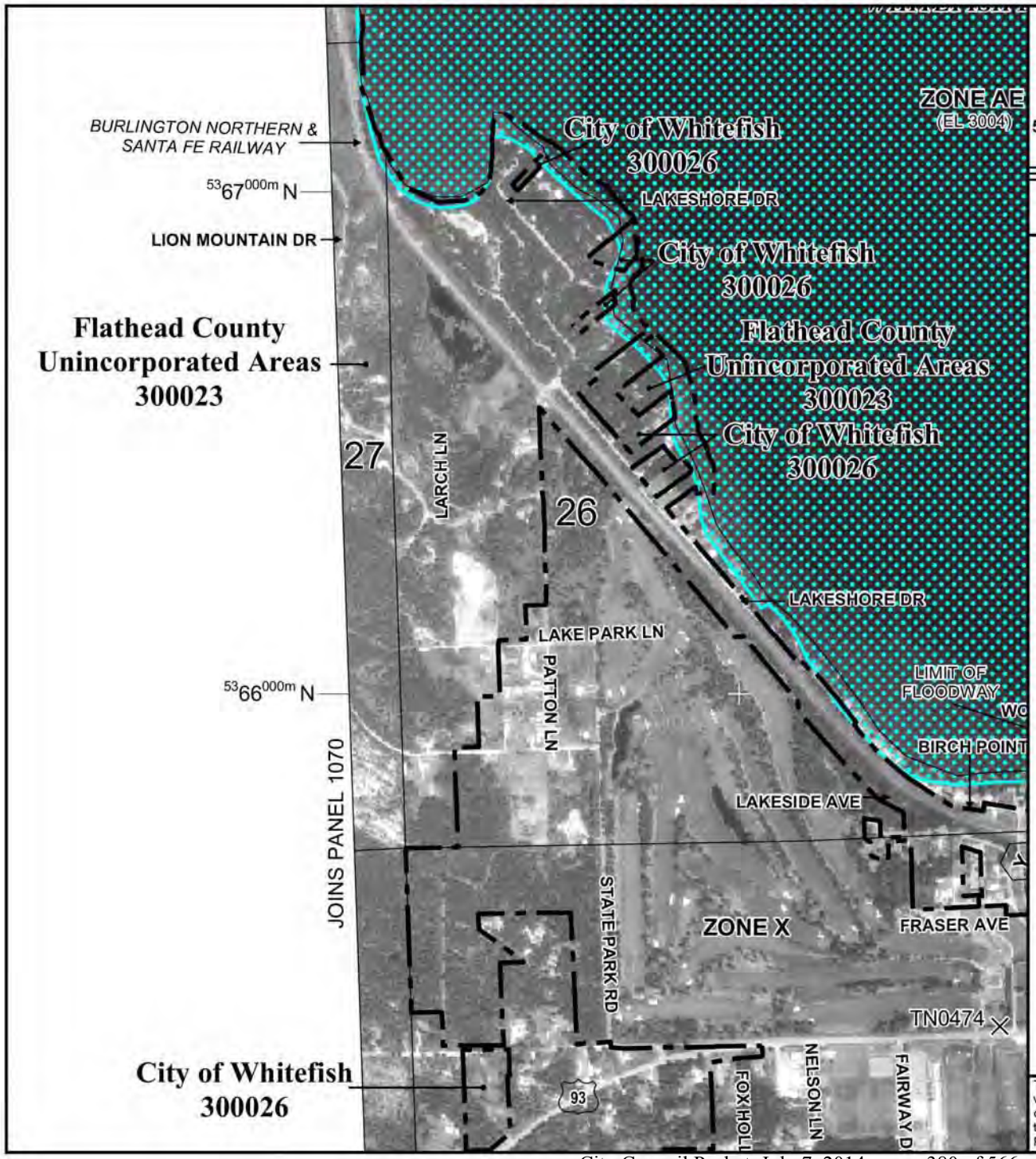
1. Are standard buffers for the lake, stream or wetland being met?
   - ❑ YES (show dimensions on site plan, review complete)
   - ❑ NO (then go to **Part III**, #1 and provide required information)
2. Is the standard Whitefish River buffer being met?
   - ❑ YES (then go to **Part III**, #2 and provide the required information)
   - ❑ NO (then go to **Part III** #1 and #2 and provide the required information)
3. Is the project 15-feet or more from the conveyance?
   - ❑ YES (show dimensions on site plan, review complete)
   - ❑ NO (then go to **Part III**, #3 and provide the required information)

**PART III: (ONLY ANSWER IF REQUIRED - SEE PARTS I and II)**

1. Wetlands, Streams, River, Lakes: For projects not proposing to meet standard buffers and setbacks, submit one of the following:

   - ❑ *Critical Area Report* (check all that apply to the project):
     - ▫ Buffer Restoration: §11-3-29C(3)
     - ▫ Buffer Averaging: §11-3-29C(4)
     - ▫ Critical Area Reports - General: §11-7-10

# PART K:
# FIRM MAP




MAP SCALE 1" = 1000'

500 0 1000 2000 FEET

METE

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1090G

# FIRM

FLOOD INSURANCE RATE MAP

FLATHEAD COUNTY, MONTANA

AND INCORPORATED AREAS

PANEL 1090 OF 3525

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

| COMMUNITY | NUMBER | PANEL | SUFFIX |
|---|---|---|---|
| FLATHEAD COUNTY | 300023 | 1090 | G |
| WHITEFISH, CITY OF | 300026 | 1090 | G |

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
30029C1090G

EFFECTIVE DATE

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

# PART L:
# GEOTECHNICAL INVESTIGATION

CMG Engineering, Inc.
P.O.Box 5159
1097 Trumble Creek Road
Kalispell, MT 59903-5159

Office: 406-257-8156
Fax: 406-257-8179
http://www.cmgengineering.com

April 21, 2014

Whitefish West Partnership
chadb@srcltd.ca

**Subject: Geotechnical Investigation**
**Timber Ridge Development, Lots 1 through 15**
**Whitefish, Montana**
**CMG Job No. 14-134**

Dear Mr. Chad Billyard,

At your request, CMG Engineering, Inc. (CMG), is providing Geotechnical Consultation services for the proposed Timber Ridge Subdivision project in Whitefish, Montana. Based on conversations with you and review of the attached site plan, CMG understands the property is being subdivided into 15 lots. The subdivision improvements will include an asphaltic concrete paved road, utility construction, and, stormwater facilities. At this time, construction plans are not available for any of the specific lots; however, CMG anticipates typical residential structures will be proposed on the lots in the future.

***SITE RECONNAISSANCE***

CMG visited the site on April 11 and 12, 2014 to observe surface and subsurface conditions. Eight test pits were excavated in representative areas across the site at the locations indicated on the attached site plan. The site is gently sloping downward to the northeast at varying slopes as steep as 5H:1V in the undisturbed areas. Slightly steeper slopes, up to 4H:1V were observed within past fill areas on Lots 9 and 10. Elevations range from 3,120 ft near the southwest property corner to 3,091 at the northeast property corner. The site is vegetated with large trees and underbrush. Previous development of the site is limited to the south end of the site with some utility construction for a previous residence, a drain field and possibly a septic tank, a well, and some site grading. Standing water, seeps, or springs were not observed on the project site. Signs of slope instability and slope creep were also not observed during our site reconnaissance.

***SUBSURFACE CONDITIONS***

The test pits excavated for this investigation extended to depths of 7.0 to 10.0 ft. A detailed discussion of the field exploration and laboratory testing programs completed for this investigation are provided in Appendix A. Logs of the test pits are provided in Appendix A on Figures 1A through 8A.

**Soils**

Typical soils observed at the ground surface consist of silt topsoil over silty clay, underlain by glacial till and silt. A poorly graded sand lense was encountered in numerous test pits and appears to be a conduit for subsurface seepage. For the purpose of discussion, the materials and soils disclosed by the subsurface investigation have been grouped into the following categories:

1. **TOPSOIL and Silty CLAY**
2. **GLACIAL TILL**
3. **SILT**
4. **Poorly Graded SAND**

**1. TOPSOIL and Silty CLAY.** All test pits excavated for this project encountered topsoil comprised of silt with varying percentages of sand and abundant organics at the ground surface. The silt is generally dark brown with a heavily rooted zone to a depth of about 6 inches. The relative consistency of the silt soils is medium stiff. The topsoil zone ranges from 3 inches to 10 inches thick and is typically underlain by silty clay. Silty clay was encountered in Test Pits TP-1, TP-2, TP-5, and TP-7. The moisture content of the silty clay is typically near 20 percent. The silty clay is medium stiff to stiff and contains varying percentages of gravel.

**2. GLACIAL TILL.** Glacial Till comprised of silty clayey gravel with varying percentages of sand, cobbles and boulders was encountered at varying depths in Test Pits TP-1 through TP-7. The gravel is typically fine to coarse, and subround to subangular. Scattered cobbles and boulders were also encountered within this soil unit. Based on observations during excavation, the relative density of the glacial till soil is dense to very dense. Moisture contents of this unit range from 13 to 18 percent of the soil's dry weight. Test Pits TP-4 through TP-6 were terminated within this soil unit at depths of 9 to 10 ft.

**3. SILT**. Test Pits TP-1 through TP-3, TP-5, TP-7, and TP-8 encountered silt with varying percentages of sand and gravel, at differing depths. The silt is stiff to very stiff and typically interbedded with clay and sand layers. Moisture contents ranged from 20 to 25 percent of the soil's dry weight. Test Pits TP-1 through TP-3, TP-7, and TP-8 were all terminated within this soil unit at depths of 7.0 to 10.0 ft.

**4. Poorly Graded SAND.** Poorly graded sand lenses varying from 6 to 18 inches thick were encountered in Test Pits TP-5 through TP-8 between 2.8 and 6 ft below the ground surface. The sand is fine to coarse grained and contains scattered gravel. The sand was typically medium dense and wet.

Although not encountered in the test pit excavations, CMG anticipates rock fragments larger than 3 ft in size are contained within the soil units encountered at the site, and may be encountered during construction.

**Groundwater**

Groundwater was not observed in the subsurface explorations; however, water seepage, likely associated with the recent snowmelt was observed in the upper 4 ft of soil in Test Pits TP-1 through TP-7. No seepage was observed in Test Pit TP-8. Seepage typically occurred within the Glacial Till soils and poorly graded sand lense. We anticipate groundwater levels are typically greater than 10 ft below the ground surface. Based on the soils encountered during excavation, site observations, and past experience on nearby properties, we anticipate perched groundwater seepage is possible and will follow the path of least resistance through the soil. It should be noted that seasonal seepage due to rainfall or snowmelt is likely to occur randomly above the static groundwater level. Numerous other factors may contribute to groundwater fluctuations and occurrence of seepage; evaluation of these factors requires special study that is beyond the scope of this report.

**On-site Storm Water Detention Basins**

We understand on-site storm water detention basins are planned for this project in the northeast corner of the property. Percolation testing in accordance with Circular 4, provided by the Montana Department of Environmental Quality was conducted in the vicinity of Test Pit TP-7 and TP-8 at depths of about 1 to 2 ft below the ground surface. Results in the vicinity of Test Pit TP-8 were significantly greater than the results in TP-7, primarily due to soil type below the test depth. The results indicate the infiltration rate of the silt soils is significantly greater than that of the Glacial Till soils. The water level of the infiltration test in the vicinity of Test Pit TP-7 did not change with time, indicating that no infiltration was occurring in the vicinity of Test Pit TP-7. The infiltration rate in the vicinity of Test Pit TP-8, when conducted in accordance with DEQ Circular 4 is 7.5 inches per hour.

## *RECOMMENDATIONS*

### *General Recommendations*

On site observations, review of available topographic information, and our knowledge of the area indicate that near surface slumps and/or large scale slope instability are not present on this site. In addition, seeps and springs were not observed on the site; however, we are aware that surface seeps have been observed on neighboring properties and depending on the time of year and planned construction, perched groundwater seepage could occur within the limits of this site.

**1.0 General Site Preparation**

1.1 The removal of topsoil and other organic material, including the clearing and grubbing of surficial vegetation and root zones, should be accomplished within the construction zone prior to any earthwork construction. We anticipate an average stripping thickness of about 9 inches will be required to remove organic material and rooted zones. However, stripping thicknesses will likely fluctuate and could range from 3 inches to 1.0 ft thick. Following

removal of surface organics, the underlying soils should be evaluated by a qualified geotechnical engineer for suitability as a subgrade material for Structural Fill, foundations, or roadways. Following the evaluation, site preparation can proceed for earthwork, foundations and roadways.

1.2 Surface drainage should be established to direct runoff away from the construction area. French drains consistent with the attached Detail 3 can be utilized in areas where very moist to wet conditions are encountered. Figure 3 is also appropriate in the event seeps are discovered during the development process. French drains should outlet at a location acceptable to the Civil Engineer.

1.3 Soils encountered at the site are primarily fine-grained, moisture-sensitive soils that are easily disturbed by construction activities and traffic when moisture contents are greater than the optimum moisture content as determined by ASTM D698. Care should be taken to minimize construction traffic over moisture sensitive subgrade soils. During wet weather conditions or when moisture contents are greater than the optimum moisture content for compaction, haul roads with a minimum gravel thickness of 2 feet should be constructed over the planned subgrade. The gravel should consist of a well-graded angular or pit run gravel with a maximum size of 3 inches with no more than 10 percent passing the No. 200 sieve. Geotextile fabric placed between the fine-grained soils and gravel for the haul road will reduce the risk of continued maintenance of the haul road during construction. Provided that the haul road is constructed over undisturbed subgrade stripped of organics, it can be used as a portion of the subbase course for the roadways.

1.4 The stability of construction excavations and associated worker safety are the responsibility of the contractor in accordance with current OSHA regulations; this responsibility may require design by a registered professional engineer. Based on the predominant soil types encountered during our investigation, temporary construction excavations that are to be planned in accordance with OSHA provisions should assume Type B material conditions for the silt, clay, and clayey gravel soils. Actual subsurface conditions at the time of excavation should be observed by a geotechnical engineer to determine whether slope flattening, bracing or other stabilization is necessary due to seepage or other unexpected conditions.

## 2.0 Excavation, Earthwork, and Construction Materials

2.1 Based on the subsurface and laboratory investigations, we anticipate subgrade soil moisture contents will be near or greater than the optimum moisture content for the soil in most areas. Track-mounted hydraulic excavators equipped with smooth-lipped buckets should be used to accomplish excavation to subgrade in all Structural Fill, roadway and foundation areas. The use of track-mounted equipment will reduce the risk of disturbing the underlying moisture-sensitive, fine-grained soils. Rubber-tired equipment, including graders and scrapers, used within 2 feet of subgrade elevation will greatly increase the risk of disturbing the underlying subgrade soils.

2.2 Structural Fill constructed within proposed building footprints, roadways, engineered slopes,

sidewalks, beneath utilities, and other areas that are settlement-sensitive should be comprised of soils that are free of organics and deleterious materials. All Structural Fill material should be placed in no greater than 8-inch thick lifts and compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D698. In addition, the moisture content of the Structural Fill at the time of compaction should be within 3 percent of the optimum moisture content as determined by ASTM D698. Cobbles and boulders larger than 4 inches maximum size should not be used as fill material. Structural Fills should consist of on-site soils or be from a material source approved by our geotechnical engineer and meet the following composition guidelines:

- The sand and gravel-size particles comprising the fill should be hard, durable rock materials that will not degrade by moistening or under mechanical action of the compacting equipment; i.e. not shale or other clayey rock types.
- The binder/fines should have maximum Liquid Limit and Plasticity Index values of 25 and 10 percent, respectively.
- No frozen, organic, or other deleterious materials should be present in the Structural Fill.

2.3 In areas where Structural Fill is placed and compacted below building foundations or if fill operations are planned for the relatively wet fall, winter and spring months, the fill material shall be comprised of granular Structural Fill free of organics and deleterious materials. All granular Structural Fill material should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D698. In addition, the moisture content of the granular Structural Fill at the time of compaction should be within 3 percent of the optimum moisture content as determined by ASTM D698. Granular Structural Fills should consist of aggregate from a material source approved by our geotechnical engineer and meet the following gradation and composition guidelines:

| Screen or Sieve Size | Percent Passing by Weight |
|---|---|
| 3-inch | 100 |
| 1½-inch | 85-100 |
| No. 4 | 30-60 |
| No. 200 | 10 maximum |

- The sand and gravel-size particles comprising the fill should be hard, durable rock materials that will not degrade by moistening or under mechanical action of the compacting equipment; i.e. not shale or other clayey rock types.

- The binder/fines should have maximum Liquid Limit and Plasticity Index values of 25 and 10 percent, respectively.

- No frozen, organic, or other deleterious materials should be present in the Structural Fill.

2.4 Fill placement shall be observed and tested by our geotechnical site representative. Any areas of rutting, excessive deformation, or other non-uniform performance should be moisture conditioned and recompacted, or removed and replaced, as recommended by our geotechnical engineer.

2.5 Utility trench backfill shall be approved by our geotechnical engineer and be placed in uniform lifts of maximum 8-inch loose thickness and be compacted to 95 percent of the maximum dry density as determined by ASTM D698. Backfill should not be placed on frozen subgrade material or previously placed backfill that has frozen.

2.6 Unclassified fill or Structural Fill constructed on slopes steeper than 5H:1V should be benched into the existing grade as shown on Detail 1. Since it is difficult to compact the surface of fill slopes, we recommend that all slopes steeper than 5H:1V be overbuilt by 2 feet and trimmed back after construction to provide a surface that is more resistant to localized sloughing. Following shaping, CMG recommends topsoil be placed over the slopes. The topsoil shall be "track walked-in" with a small dozer, and the slopes shall be vegetated to reduce the risk of surficial erosion.

**3.0 Asphaltic Concrete Pavement**

3.1 In preparation for basecourse placement, the subgrade shall be proof-rolled with a loaded 10 $yd^3$ dump truck and evaluated for yielding, deflecting, and "pumping" areas. Any areas where rutting, yielding, or other non-uniform subgrade performance is observed, should be repaired and improved as recommended by our geotechnical engineer. Undisturbed native silt, clay, or gravel, or Structural Fill compacted to a minimum of 95 percent of the maximum dry density and within 3 percent of the optimum moisture content as determined by ASTM D698 are the assumed pavement subgrade materials.

3.2 CMG recommends placement of a separation geotextile fabric between the fine grained soils and the subbase layer to improve constructability and reduce the risk of subgrade soils contaminating the subbase material. In addition, the geotextile will significantly reduce the risk of subgrade disturbance during spring thaw, when subgrade soils are weakest. The recommended nonwoven geotextile between the fine grained soils and subbase course material should consist of Mirafi 140N or equivalent and should be placed to the manufacturer's specifications.

3.3 The following flexible pavement thickness design sections assume typical residential traffic

assumptions apply. The pavement sections assume construction procedures and material requirements as outlined in the *Montana Public Works Standard Specifications, Sixth Edition, 2010*, are followed.

| **Pavement Component** | **Roadway Section*** |
|---|---|
| Asphaltic Concrete Pavement | 4 in. |
| 3/4 inch minus Crushed Base Course | 3 in. |
| 3 inch minus Subbase Course | 15 in. |

*Assumes geotextile as discussed in Item 3.2 is used between the Subgrade and Subbase Course Layers.

## 4.0 Construction Services and Quality Control

4.1 Geotechnical observation should be provided to monitor the site preparation, earthwork, and sitework stages of construction. These geotechnical services should ascertain that subsurface conditions are reasonably consistent with those determined by our investigation, and that site preparation is consistent with our recommendations.

### *Building Lot Construction Recommendations*

At this time, we understand there are no current construction plans for the residences on the planned lots; however, CMG is providing the following general recommendations to be considered during site development and lot construction. The following recommendations will assist in reducing the risk of the planned development adversely affecting the stability of the slopes in this area:

1. Unclassified Fill or Structural Fill constructed on slopes steeper than 5H:1V shall be benched into the existing grade as shown on Detail 1. Since it is difficult to compact the surface of fill slopes, we recommend that all slopes steeper than 5H:1V be overbuilt by 2 ft and trimmed back after construction to provide a surface that is more resistant to localized sloughing. All disturbed slopes shall be vegetated following construction. Methods to reduce erosion on slopes prior to the formation of an established rooted zone shall be utilized and is the responsibility of the contractor.

2. Unclassified fill or Structural Fill constructed for engineered slopes steeper than 5H:1V, embedded wall backfill, or in areas beneath settlement sensitive structures (including sidewalks, driveways, etc.) shall be compacted to a minimum of 95% of the maximum dry density as determined by ASTM D698. In addition, the soil shall be within 3% of the optimum moisture content at the time of compaction. Cobbles and boulders larger than 4 inches shall not be used as Structural Fill.

3. Permanent slopes on the project site shall be no steeper than 2H:1V.

4. All foundation footings should have a minimum embedment of 1.0 ft below finished interior surfaces. Exterior wall footings should be embedded a minimum of 4.0 ft below exterior grades to establish frost protection. In addition, foundations shall be established a minimum horizontal distance of 10 ft from the permanent slope face, measured at the bottom of footing elevation. Horizontal distance from the slope can be increased by deepening the footing elevation (i.e., deepening foundation footings to 5 ft below the ground surface in the vicinity of a 2H:1V slope will establish a horizontal distance of 10 ft from the face of the slope at the bottom of footing elevation).

5. Finished site grades should be positively sloped away from foundation and backfill zones. Upslope grading should be designed and maintained to route runoff away from the building areas.

6. Foundation drains shall be provided around all structures to reduce the risk of infiltrating moisture and hydrostatic pressures affecting the below grade walls. The drains shall be consistent with the attached detail, Detail 2, and outlet in an area acceptable to the Civil Engineer. CMG also recommends waterproofing exterior below grade walls.

7. A capillary break and vapor retarding membrane should be considered for below grade slabs to reduce the risk of capillary rise affecting moisture sensitive flooring at the below ground level. Recommendations for adequate capillary breaks can be provided upon request. Depending on the planned construction and depth of excavation, underslab drainage may also be prudent for below grade, concrete slabs.

8. Soil stockpiles shall not be allowed on slopes steeper than 3H:1V. Stockpiles add significant weight to slopes that can adversely affect slope stability.

9. French drains consistent with the attached Detail 3 can be utilized in planned fill areas where very moist to wet conditions are encountered. Figure 3 is also appropriate in the event seeps are discovered during the development process. French drains should outlet at a location acceptable to the Civil Engineer.

## *CONCLUSION*

Based on observations at the site and the subsurface investigation conducted for this project, it appears the proposed lots are suitable for residential construction. Slope stability concerns are minimal for these lots, assuming the above recommendations are followed.

## *LIMITATIONS*

CMG Engineering, Inc. has strived to prepare this report in accordance with generally accepted geotechnical engineering practices in this area solely for use by the client for design

purposes and is not intended as a construction or bid document representing subsurface conditions in their entirety. The conclusions and recommendations presented are based upon the data obtained during the investigation as applied to the proposed design and construction details discussed in this report. The nature and extent of variations may not become evident until construction. If variations are then exposed, it will be necessary to reevaluate the recommendations of this report.

If changes in the concept and design data are planned, the recommendations contained in this report shall not be considered valid unless the changes are reviewed by our geotechnical engineer, and a written response is provided.

Please contact CMG Engineering, Inc., if you have any additional comments or concerns.

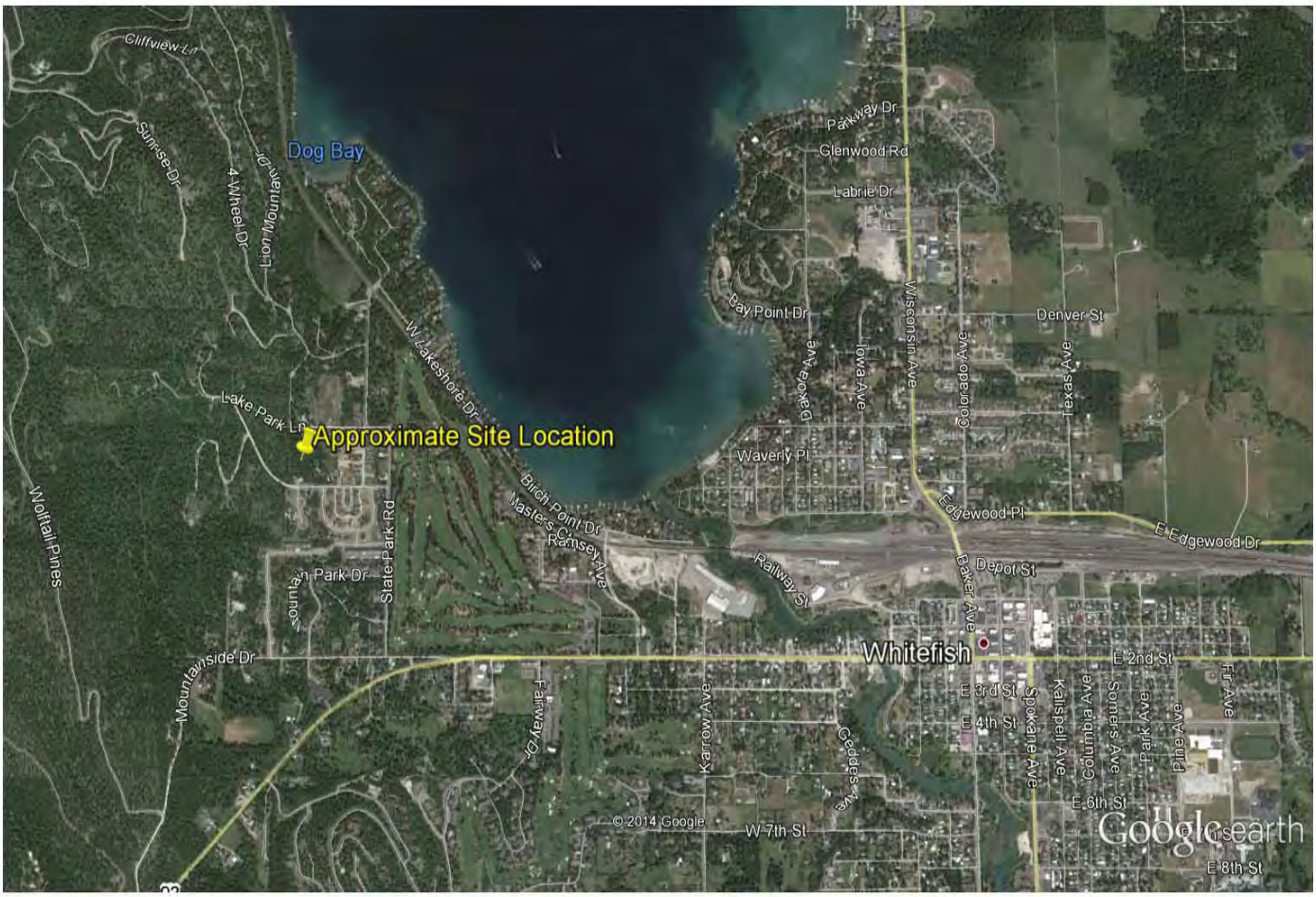
Sincerely,

MONTANA
JOSHUA COYNE SMITH
No. 15675 PE
LICENSED PROFESSIONAL ENGINEER

4-21-14

Jeffrey J. Schmidt
Project Geologist

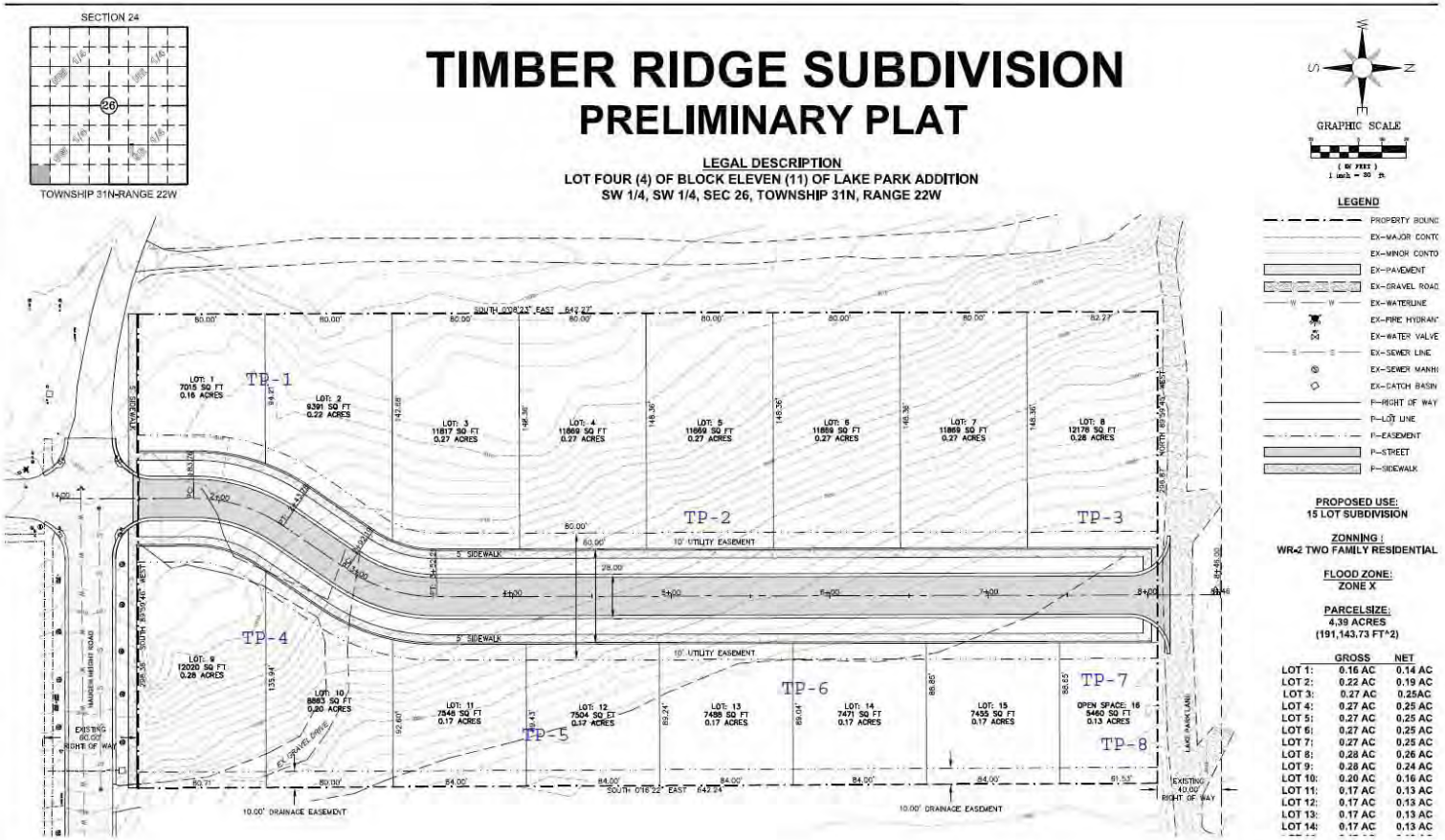
Joshua C. Smith, P.E.
Senior Geotechnical Engineer




| | | | |
|---|---|---|---|
| **Project:** | Timber Ridge, Lots 1 through 15<br>Whitefish, Montana | **Job Number:**<br>**Date:** | 14-136<br>April 21, 2014 |

# Vicinity Map

**CMG Engineering, Inc.**
**Kalispell, MT**
**FIGURE 1**



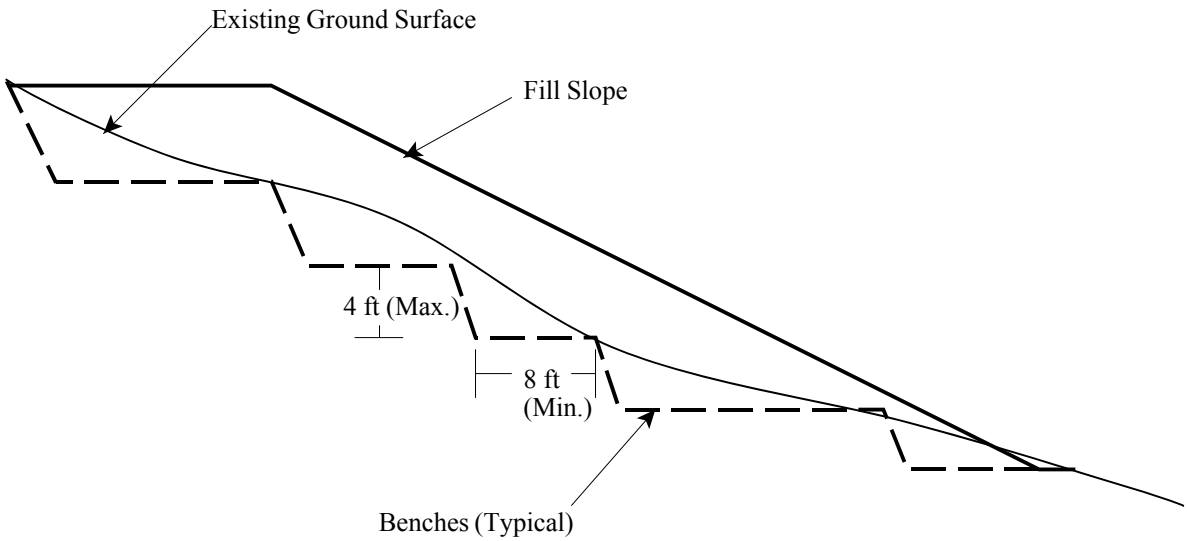

**Project:** Timber Ridge, Lots 1 through 15
Whitefish, Montana

**Job Number:** 14-136
**Date:** April 21, 2014

# Site Plan

**CMG Engineering, Inc.**
**Kalispell, MT**
**FIGURE 2**

# Benching Detail for Fill Slopes



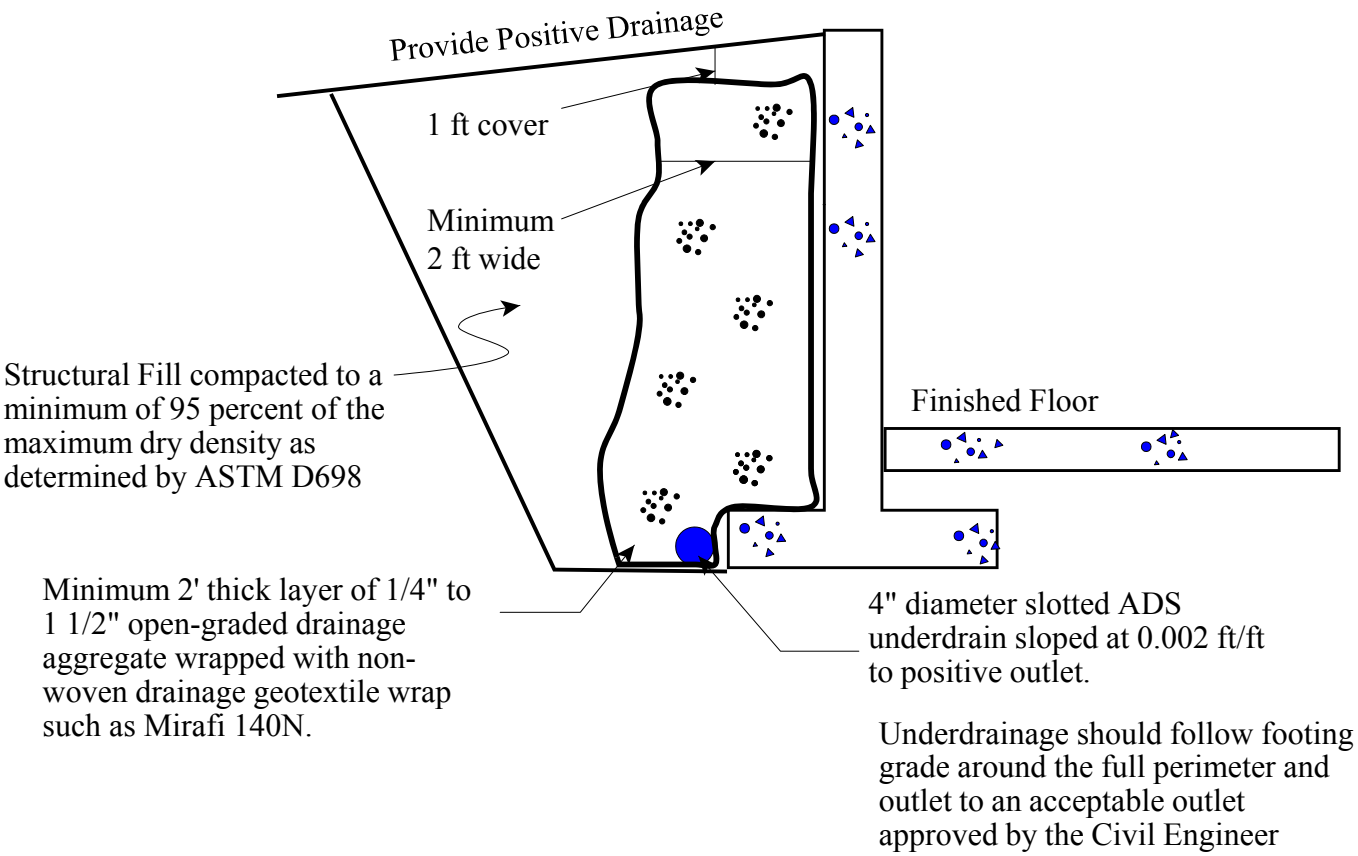

No Scale Intended

**Project:** Timber Ridge Development
Whitefish, Montana

**Job Number:** 14-136
**Date:** April 21, 2014

**Benching Detail for Fill Slopes**
**CMG Engineering, Inc.**
**Kalispell, MT**
**Detail 1**

# Wall Backfill/Drainage



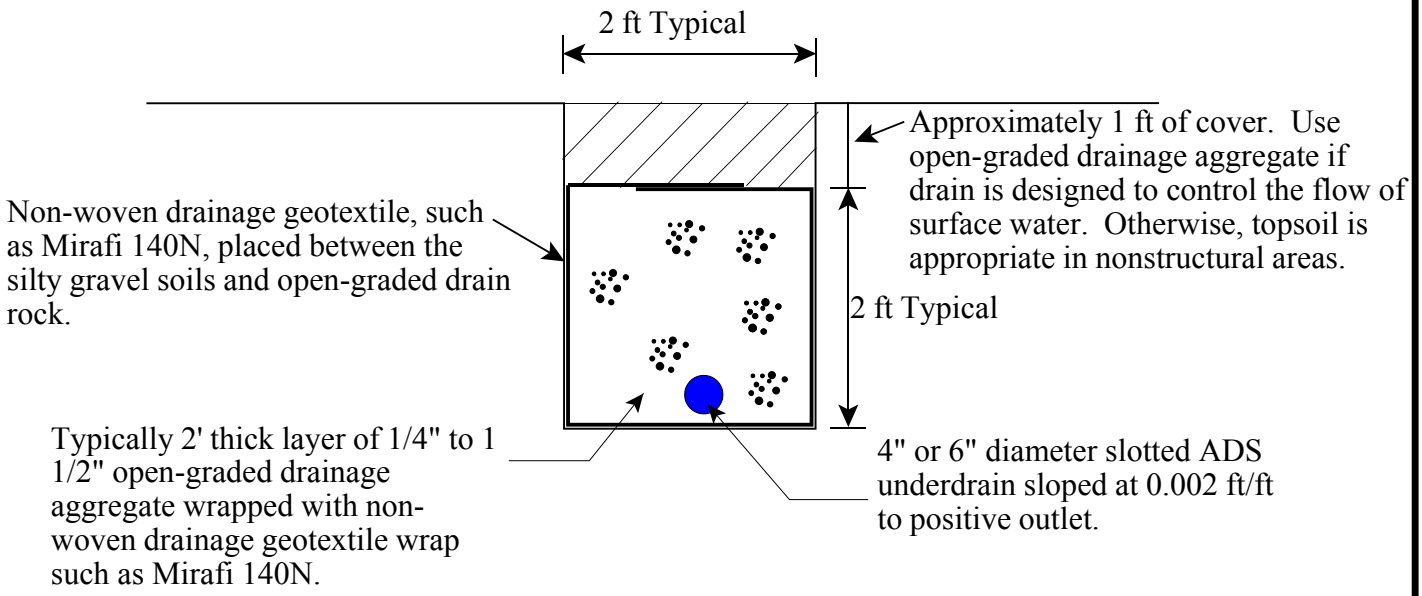

No Scale Intended

| | | | |
|---|---|---|---|
| **Project:** | Timber Ridge, Lots 1 through 15<br>Whitefish, Montana | **Job Number:**<br>**Date:** | 14-136<br>April 21, 2014 |

## Perimeter Underdrainage

**CMG Engineering, Inc.**
**Kalispell, MT**
**Detail 2**

# Typical French Drain




No Scale Intended

**Project:** Timber Ridge, Lots 1 through 15
Whitefish, Montana

**Job Number:** 14-136
**Date:** April 21, 2014

**Typical French Drain**
**CMG Engineering, Inc.**
**Kalispell, MT**
**Detail 3**

# APPENDIX A

***Field Explorations and Laboratory Testing***

# FIELD EXPLORATIONS AND LABORATORY TESTING

## FIELD EXPLORATIONS

### General

The subsurface materials and conditions at the site were investigated by CMG on April 11 and 12, 2014, with 8 test pits, designated TP-1 through TP-8. The locations of the test pits are shown on the Site Plan, Figure 2. All field explorations were observed by an experienced engineer or geologist provided by our firm, who maintained a detailed log of the materials disclosed during the course of the work. The following subsections contain a detailed description of the field investigation completed for this project.

### Test Pits

Test Pits TP-1 through TP-8 were completed to depths ranging from 7.0 to 10.0 ft. The test pits were excavated using a track mounted Hitachi 120 excavator, provided and operated by Feldt Excavation of Whitefish, Montana. Grab samples were obtained from the sidewalls of the excavations and from the backhoe bucket at about 3- to 4-ft intervals of depth. Soil samples obtained in the field were saved in airtight plastic bags for further examination and physical property testing in the laboratory. In addition, bulk samples of representative materials were obtained from some of the test pits for testing in our laboratory. Logs of the test pits are provided on Figures 1A through 8A. Each log presents a descriptive summary of the various types of materials encountered and notes the depth where the materials and/or characteristics of the materials change.

## LABORATORY TESTING

### General

All samples obtained from the subsurface explorations were returned to our laboratory where the physical characteristics of the samples were noted, and field classifications were modified where necessary. The laboratory testing program for this project consisted of natural moisture contents.

### Natural Moisture Content

Natural moisture content determinations were made in conformance with ASTM D2216. The results are shown on the test pit logs, Figures 1A through 8A.

# TEST PIT LOG

## TP-1

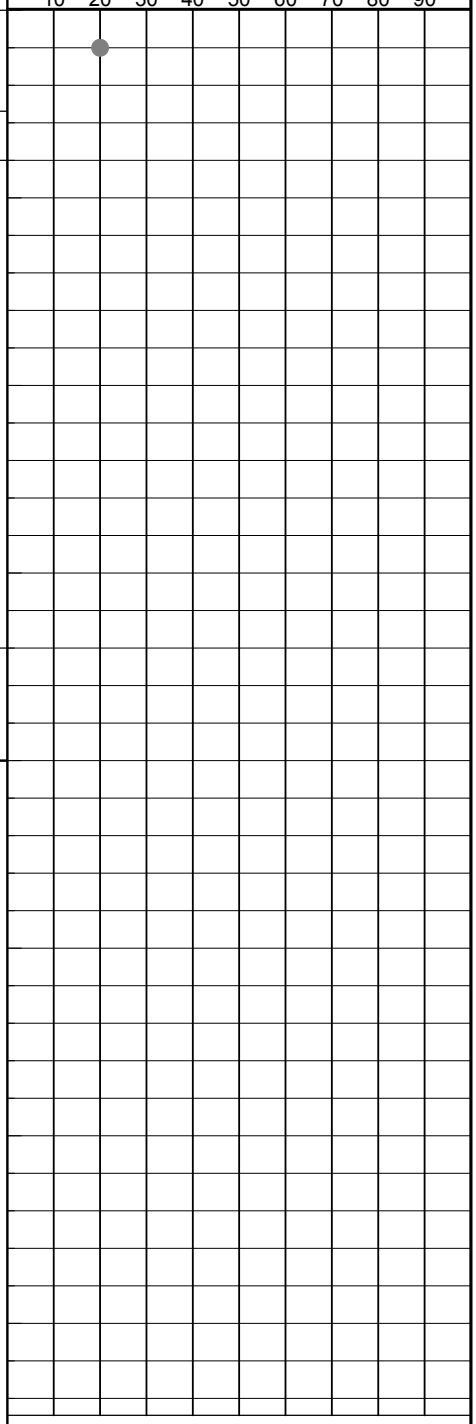
File: 14-136 Timber Ridge  Date Printed: 4/21/2014

**PROJECT:** Timber Ridge Development
**PROJECT NO.:** 14-136
**CLIENT:** Whitefish West Partnership
**DATE:** 4-11-14
**LOCATION:** See Site Plan
**ELEVATION:**
**SUBCONTRACTOR:** Feldt Excavating
**LOGGED BY:** Jeff Schmidt
**METHOD:** Hitachi 120 Excavator
**GW:** ▽

| DEPTH (feet) | SAMPLERS | SAMPLE NO. | DEPTH (feet) | SOIL TYPE | MATERIAL DESCRIPTION |
|---|---|---|---|---|---|
| 0 | | | 0.0 | | Topsoil / Rooted Zone: SILT with Sand; medium stiff, moist to very moist, abundant roots and organics, scattered gravel, dark brown |
| | | S-1 | 0.5 | | Gravelly Silty CLAY; stiff, moist to very moist, brown |
| 2.5 | | | 2.0 | | Glacial Till: Silty Clayey GRAVEL; medium dense to dense, very moist to wet, scattered to abundant cobbles and boulders, gray and brown |
| 5 | | | | | |
| 7.5 | | | | | |
| | | | 8.5 | | SILT; very stiff, moist, laminated, gray<br>Interbedded with occasional silty clay layers |
| 10 | | | 10.0 | | Bottom of Test Pit TP-1 @ 10.0 ft. |
| 12.5 | | | | | |
| 15 | | | | | |
| 17.5 | | | | | |

TEST RESULTS

Plastic Limit ├──┤ Liquid Limit
Water Content ● (percent)
10 20 30 40 50 60 70 80 90



*Minor seepage encountered at 3.5 ft.*

This information pertains only to this test pit and should not be interpreted as being indicitive of the site.

Figure 1A  PAGE 1 of 1  **CMG Engineering, Inc.**

# TEST PIT LOG

## TP-2

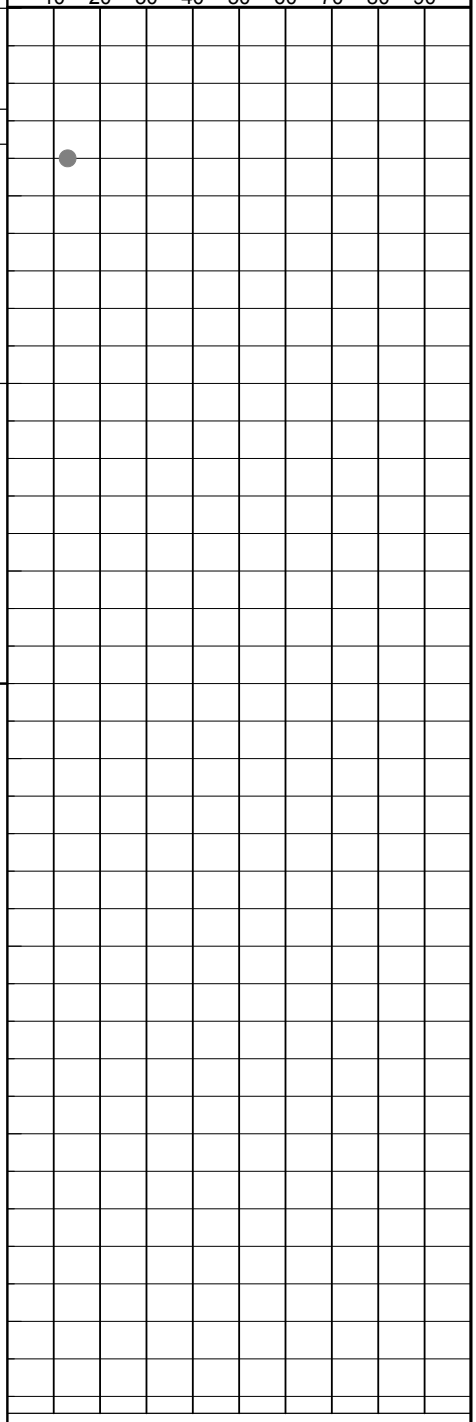
File: 14-136 Timber Ridge  Date Printed: 4/21/2014

**PROJECT:** Timber Ridge Development
**PROJECT NO.:** 14-136
**CLIENT:** Whitefish West Partnership
**DATE:** 4-11-14
**LOCATION:** See Site Plan
**ELEVATION:**
**SUBCONTRACTOR:** Feldt Excavating
**LOGGED BY:** Jeff Schmidt
**METHOD:** Hitachi 120 Excavator
**GW:** ▽

| DEPTH (feet) | SAMPLERS | SAMPLE NO. | DEPTH (feet) | SOIL TYPE | MATERIAL DESCRIPTION |
|---|---|---|---|---|---|
| 0 | | | 0.0 | | Topsoil / Rooted Zone: SILT with Sand; medium stiff, moist to very moist, abundant roots and organics, scattered gravel, dark brown |
| | | | 0.8 | | Gravelly Silty CLAY; stiff, moist to very moist, brown |
| 2.5 | X | S-1 | 1.5 | | Glacial Till: Silty Clayey GRAVEL; medium dense to dense, very moist to wet, scattered to abundant cobbles and boulders, gray and brown |
| 5 | X | S-2 | 5.0 | | SILT; very stiff, moist, laminated, gray<br><br>Interbedded with occasional silty clay layers |
| 7.5 | | | | | |
| | | | 9.0 | | Bottom of Test Pit TP-2 @ 9.0 ft. |
| 10 | | | | | |
| 12.5 | | | | | |
| 15 | | | | | |
| 17.5 | | | | | |

TEST RESULTS

Plastic Limit ├──┤ Liquid Limit
Water Content ● (percent)
10 20 30 40 50 60 70 80 90



*Minor seepage encountered at 2.5 ft.*

This information pertains only to this test pit and should not be interpreted as being indicitive of the site.

Figure 2A  PAGE 1 of 1  **CMG Engineering, Inc.**

# TEST PIT LOG

## TP-3

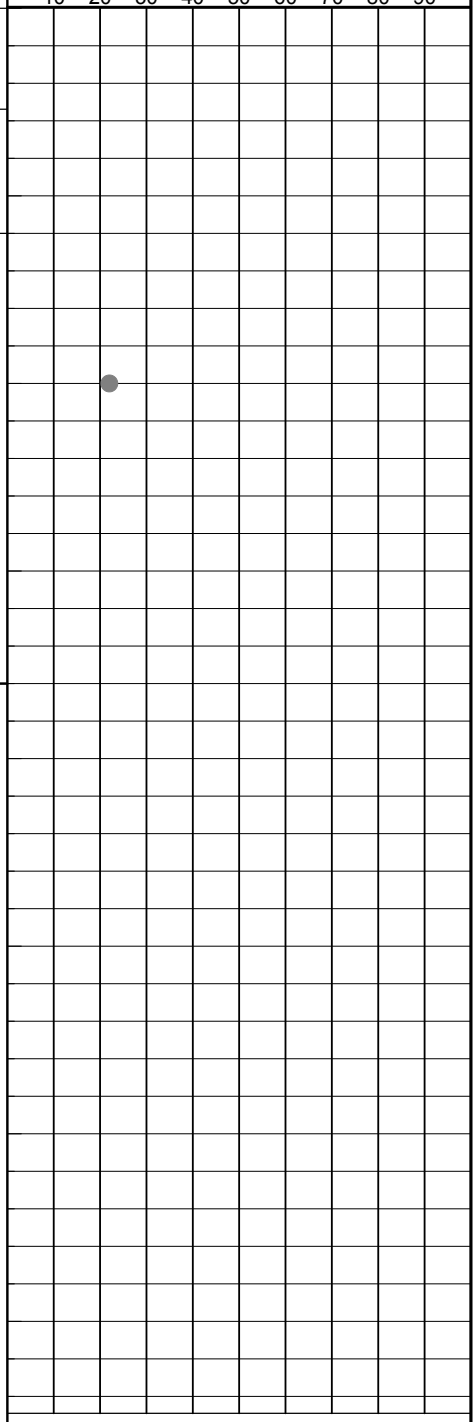
File: 14-136 Timber Ridge  Date Printed: 4/21/2014

**PROJECT:** Timber Ridge Development
**PROJECT NO.:** 14-136
**CLIENT:** Whitefish West Partnership
**DATE:** 4-11-14
**LOCATION:** See Site Plan
**ELEVATION:**
**SUBCONTRACTOR:** Feldt Excavating
**LOGGED BY:** Jeff Schmidt
**METHOD:** Hitachi 120 Excavator
**GW:** ▽

| DEPTH (feet) | SAMPLERS | SAMPLE NO. | DEPTH (feet) | SOIL TYPE | MATERIAL DESCRIPTION |
|---|---|---|---|---|---|
| 0 | | | 0.0 | | Topsoil / Rooted Zone: SILT with Sand; medium stiff, moist to very moist, abundant roots and organics, scattered gravel, dark brown |
| | | | 0.5 | | Glacial Till: Silty Clayey GRAVEL; medium dense to dense, very moist to wet, scattered to abundant cobbles and boulders, gray and brown |
| 2.5 | | | 3.0 | | SILT; very stiff, moist, laminated, gray<br><br>Interbedded with occasional silty clay layers |
| 5 | X | S-1 | | | |
| 7.5 | | | | | |
| | | | 9.0 | | Bottom of Test Pit TP-3 @ 9.0 ft. |
| 10 | | | | | |
| 12.5 | | | | | |
| 15 | | | | | |
| 17.5 | | | | | |

TEST RESULTS

Plastic Limit ├──┤ Liquid Limit
Water Content ● (percent)
10 20 30 40 50 60 70 80 90



*Minor seepage encountered at 2.0 ft.*

This information pertains only to this test pit and should not be interpreted as being indicitive of the site.

Figure 3A  PAGE 1 of 1  **CMG Engineering, Inc.**

# TEST PIT LOG

## TP-4

File: 14-136 Timber Ridge  Date Printed: 4/21/2014

**PROJECT:** Timber Ridge Development
**PROJECT NO.:** 14-136
**CLIENT:** Whitefish West Partnership
**DATE:** 4-11-14
**LOCATION:** See Site Plan
**ELEVATION:**
**SUBCONTRACTOR:** Feldt Excavating
**LOGGED BY:** Jeff Schmidt
**METHOD:** Hitachi 120 Excavator
**GW:** ▽

This information pertains only to this test pit and should not be interpreted as being indicitive of the site.

| DEPTH (feet) | SAMPLERS | SAMPLE NO. | DEPTH (feet) | SOIL TYPE | MATERIAL DESCRIPTION |
|---|---|---|---|---|---|
| 0 | | | 0.0 | | Fill: SILT with Sand; medium stiff, moist, rust brown |
| | | | | | Topsoil to 3 inches |
| | | | 2.0 | | Drain rock and PVC pipe debris encountered between 1 & 2 ft. |
| 2.5 | | | | | Fill: Silty GRAVEL; dense, very moist, scattered cobbles, gray and brown |
| | | | 4.0 | | Glacial Till: Silty Clayey GRAVEL; dense to very dense, very moist to wet, scattered to abundant cobbles and boulders, gray and brown |
| 5 | | | | | |
| 7.5 | | | | | |
| | | | 9.0 | | Bottom of Test Pit TP-4 @ 9.0 ft. |
| 10 | | | | | |
| 12.5 | | | | | |
| 15 | | | | | |
| 17.5 | | | | | |

TEST RESULTS

Plastic Limit ├──┤ Liquid Limit
Water Content ● (percent)
10 20 30 40 50 60 70 80 90

*Seepage encountered at 4.0 ft.*

Figure 4A  PAGE 1 of 1  **CMG Engineering, Inc.**

# TEST PIT LOG

## TP-5

File: 14-136 Timber Ridge  Date Printed: 4/21/2014

**PROJECT:** Timber Ridge Development
**PROJECT NO.:** 14-136
**CLIENT:** Whitefish West Partnership
**DATE:** 4-11-14
**LOCATION:** See Site Plan
**ELEVATION:**
**SUBCONTRACTOR:** Feldt Excavating
**LOGGED BY:** Jeff Schmidt
**METHOD:** Hitachi 120 Excavator
**GW:** ▽

This information pertains only to this test pit and should not be interpreted as being indicitive of the site.

| DEPTH (feet) | SAMPLERS | SAMPLE NO. | DEPTH (feet) | SOIL TYPE | MATERIAL DESCRIPTION |
|---|---|---|---|---|---|
| 0 | | | 0.0 | | Topsoil / Rooted Zone: SILT with Sand; medium stiff, moist to very moist, abundant roots and organics, scattered gravel, dark brown |
| | | | 0.3 | | Silty CLAY; medium stiff to stiff, very moist to wet, scattered gravel, brown |
| 2.5 | | | | | |
| | | | 3.5 | | Poorly Graded SAND; medium dense, wet, medium to coarse grained, gray |
| | | | 4.0 | | SILT; stiff to very stiff; moist, occasional silty clay layers, gray |
| 5 | | | | | |
| 7.5 | | | | | |
| | | | 8.5 | | Glacial Till: Silty Clayey GRAVEL; dense, moist, scattered to abundant cobbles and boulders, gray and brown |
| | | | 9.5 | | Bottom of Test Pit TP-5 @ 9.5 ft. |
| 10 | | | | | |
| 12.5 | | | | | |
| 15 | | | | | |
| 17.5 | | | | | |

TEST RESULTS

Plastic Limit ├──┤ Liquid Limit
Water Content ● (percent)
10 20 30 40 50 60 70 80 90

*Seepage observed in SAND lense at 3.5 ft.*

# TEST PIT LOG

## TP-6

File: 14-136 Timber Ridge  Date Printed: 4/21/2014

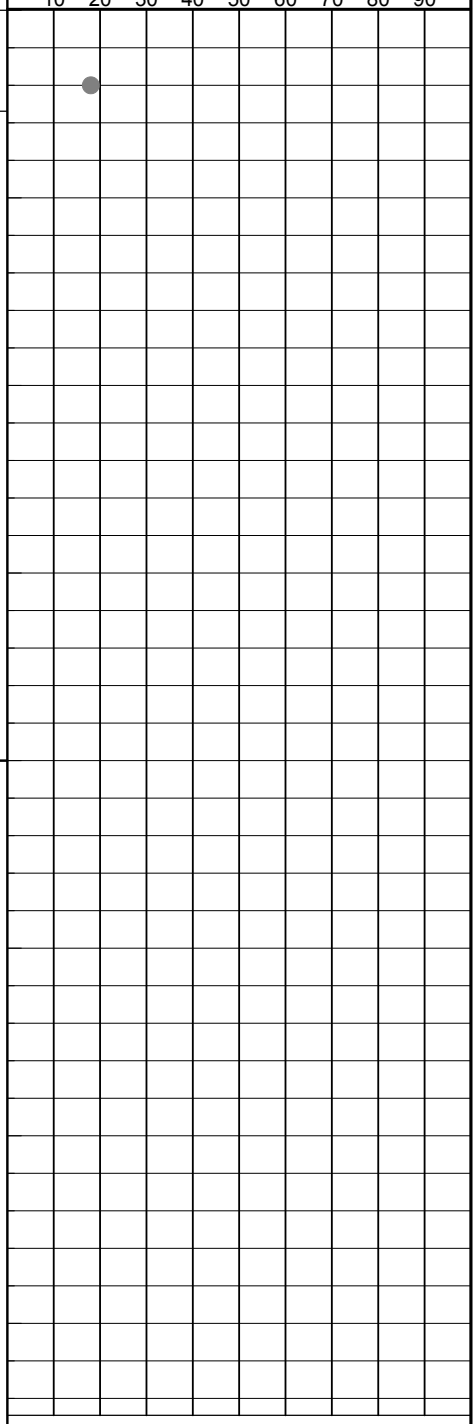
**PROJECT:** Timber Ridge Development
**PROJECT NO.:** 14-136
**CLIENT:** Whitefish West Partnership
**DATE:** 4-11-14
**LOCATION:** See Site Plan
**ELEVATION:**
**SUBCONTRACTOR:** Feldt Excavating
**LOGGED BY:** Jeff Schmidt
**METHOD:** Hitachi 120 Excavator
**GW:** ▽

This information pertains only to this test pit and should not be interpreted as being indicitive of the site.

| DEPTH (feet) | SAMPLERS | SAMPLE NO. | DEPTH (feet) | SOIL TYPE | MATERIAL DESCRIPTION |
|---|---|---|---|---|---|
| 0 | | | 0.0 | | Topsoil / Rooted Zone: SILT with Sand; medium stiff, moist to very moist, abundant roots and organics, scattered gravel, dark brown |
| | | S-1 | 0.5 | | Glacial Till: Silty Clayey GRAVEL; medium dense to dense, very moist to wet, scattered to abundant cobbles and boulders, gray and brown |
| 2.5 | | | | | Poorly Graded SAND lense encountered @ 3.0 ft. |
| 5 | | | | | |
| 7.5 | | | | | |
| 10 | | | 10.0 | | Bottom of Test Pit TP-6 @ 10.0 ft. |
| 12.5 | | | | | |
| 15 | | | | | |
| 17.5 | | | | | |

TEST RESULTS

Plastic Limit ├──┤ Liquid Limit
Water Content ● (percent)
10 20 30 40 50 60 70 80 90



*Seepage encountered in SAND lense at 3.0 ft.*

Figure 6A  PAGE 1 of 1  **CMG Engineering, Inc.**

# TEST PIT LOG

## TP-7

File: 14-136 Timber Ridge  Date Printed: 4/21/2014

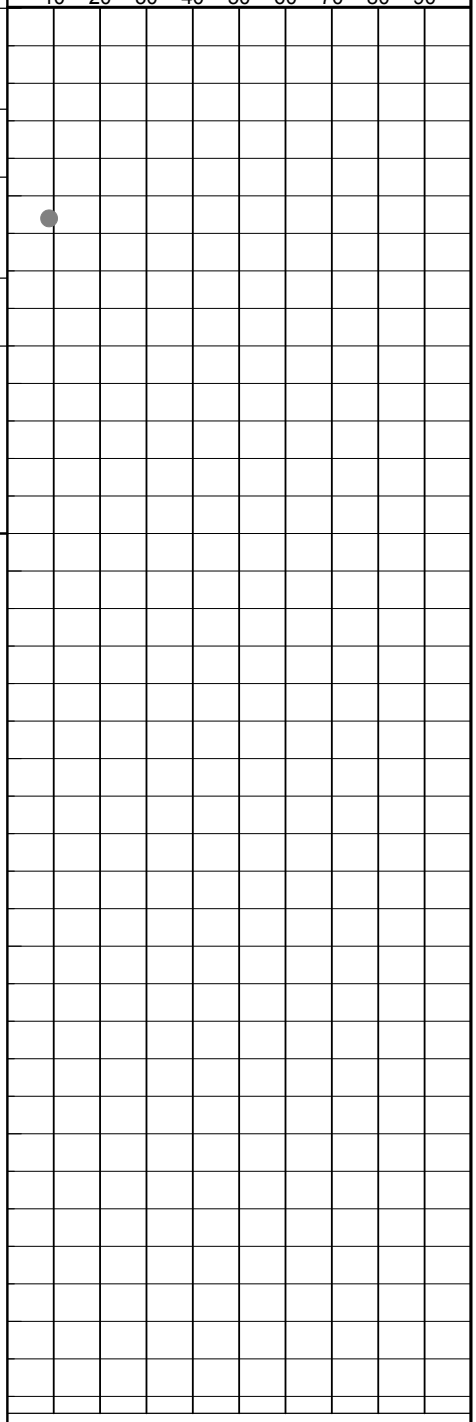
**PROJECT:** Timber Ridge Development
**PROJECT NO.:** 14-136
**CLIENT:** Whitefish West Partnership
**DATE:** 4-11-14
**LOCATION:** See Site Plan
**ELEVATION:**
**SUBCONTRACTOR:** Feldt Excavating
**LOGGED BY:** Jeff Schmidt
**METHOD:** Hitachi 120 Excavator
**GW:** ▽

This information pertains only to this test pit and should not be interpreted as being indicitive of the site.

| DEPTH (feet) | SAMPLERS | SAMPLE NO. | DEPTH (feet) | SOIL TYPE | MATERIAL DESCRIPTION |
|---|---|---|---|---|---|
| 0 | | | 0.0 | | Topsoil / Rooted Zone: SILT with Sand; medium stiff, moist to very moist, abundant roots and organics, scattered gravel, dark brown |
| | | | 0.5 | | Silty CLAY; medium stiff to stiff, very moist to wet, scattered gravel, brown |
| | | | 2.0 | | Glacial Till: Silty Clayey GRAVEL; dense, moist, scattered to abundant cobbles and boulders, gray and brown |
| 2.5 | ☒ | S-1 | 2.8 | | Poorly Graded SAND with Gravel; medium dense, wet, medium to coarse grained, gray |
| | | | 3.4 | | SILT; stiff to very stiff; very moist to moist, occasional silty clay layers, gray |
| 5 | | | | | |
| | | | 7.0 | | Bottom of Test Pit TP-7 @ 7.0 ft. |
| 7.5 | | | | | |
| 10 | | | | | |
| 12.5 | | | | | |
| 15 | | | | | |
| 17.5 | | | | | |

TEST RESULTS

Plastic Limit ├──┤ Liquid Limit
Water Content ● (percent)
10 20 30 40 50 60 70 80 90



*Seepage encountered in Poorly Graded SAND layer @ 2.8 ft.*

*Percolation test performed in the vicinity of the test pit.*

Figure 7A  PAGE 1 of 1  **CMG Engineering, Inc.**

# TEST PIT LOG

## TP-8

File: 14-136 Timber Ridge  Date Printed: 4/21/2014

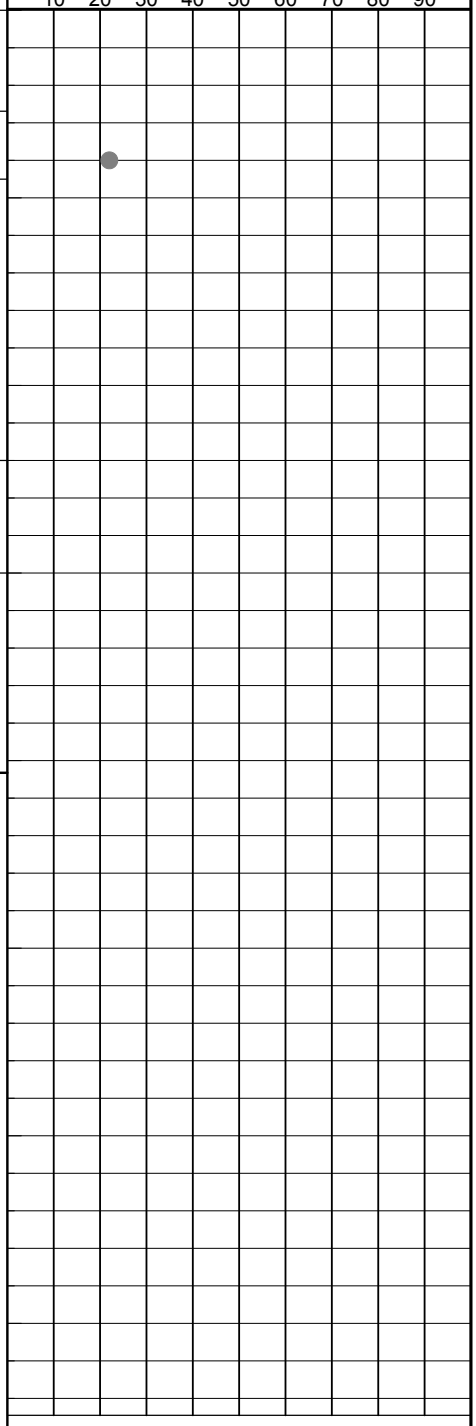
**PROJECT:** Timber Ridge Development
**PROJECT NO.:** 14-136
**CLIENT:** Whitefish West Partnership
**DATE:** 4-11-14
**LOCATION:** See Site Plan
**ELEVATION:**
**SUBCONTRACTOR:** Feldt Excavating
**LOGGED BY:** Jeff Schmidt
**METHOD:** Hitachi 120 Excavator
**GW:** ▽

This information pertains only to this test pit and should not be interpreted as being indicitive of the site.

| DEPTH (feet) | SAMPLERS | SAMPLE NO. | DEPTH (feet) | SOIL TYPE | MATERIAL DESCRIPTION |
|---|---|---|---|---|---|
| 0 | | | 0.0 | | Topsoil / Rooted Zone: SILT with Sand; medium stiff, moist to very moist, abundant roots and organics, scattered gravel, dark brown |
| | | | 0.5 | | SILT; medium stiff to stiff, very moist, scattered tree roots, gray and brown |
| 2.5 | X | S-1 | 2.0 | | SILT with Sand; very stiff, moist, fine grained sand, brown |
| 5 | | | | | |
| | | | 6.0 | | Poorly Graded SAND with Gravel; medium dense, moist, fine to coarse grained sand, gray |
| 7.5 | | | 7.5 | | SILT; stiff to very stiff, moist, laminated, gray<br><br>Interbedded with occasional silty clay layers SILT; stiff to very stiff, moist, laminated, gray<br><br>Interbedded with sandy silt and silty sand. |
| 10 | | | 10.0 | | Bottom of Test Pit TP-8 @ 10.0 ft. |
| 12.5 | | | | | |
| 15 | | | | | |
| 17.5 | | | | | |

TEST RESULTS

Plastic Limit ├──┤ Liquid Limit
Water Content ● (percent)
10 20 30 40 50 60 70 80 90



*Groundwater not encountered.*

*Percolation test performed in the vicinity of the test pit.*

Figure 8A  PAGE 1 of 1  **CMG Engineering, Inc.**

# PART M:
# CODES COVENANTS AND RESTRICTIONS

TIMBER RIDGE

# DECLARATION OF COVENANTS, CONDITIONS OF TIMBER RIDGE SUBDIVISION

THIS DECLARATION, made on this 28th day of March 2014 by Whitefish West Limited Partnership, hereinafter referred to as Declarant".

WITNESSETH

WHEREAS, Declarant is the record owner of the real property situated in Flathead County, Montana, which is more particularly described as follows:

Lots 1 through 15 of Timber Ridge, according to the Subdivision Plat of Timber Ridge recorded _____, in the office of the Clerk and Recorder of Flathead County, Montana.

WHEREAS, the vision of Timber Ridge is a community with architecture that blends in with the mountain setting and abundance of trees in the subdivision.

WHEREAS, Timber Ridge is intended to be a residential community and these Conditions, Covenants and Restrictions are designed to reflect that intention. All landowners shall be subject to the control of the Architectural Review Committee provided for herein.

WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon The Property to protect its value and desirability.

NOW, THEREFORE, the Declarant hereby declares that the real property described above shall be held, sold and conveyed, subject to the following easements, covenants conditions, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I
## DEFINITIONS

Section 1: "Declarant" shall mean Whitefish West Limited Partnership, and its successors and assigns, if such successors and assigns are designated in writing by the Declarant as the successors and assigns of Declarant's rights hereunder. Unless specifically assumed, an assignee.

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Declarant shall not be liable for acts or omissions made by or on behalf of an assignor Declarant prior to the date of assignment.

Section 2: “Owner” shall mean and refer to the person or persons owning a parcel of land in fee simple absolute, individually or as an owner in any real estate tenancy relationship recognized under the laws of the State of Montana including a unit ownership pursuant to a recorded unit ownership declaration.

Section 3: “Lot” shall mean each parcel of real property within any phase of Timber Ridge, which is designated as a Lot on a plat of the property, including such parcel owned by Declarant. The boundaries and acreage of each Lot are delineated on the plat, and each Lot is identified by the number noted on the plat. The roads, parks and common areas shown on any plat are not considered Lots. Any parcel of property owned, held or used by the Homeowners Association or owned, held or used in common by the Owners shall not be considered a Lot.

Section 4: “Architectural Review Committee” shall mean and refer to the committee described in Article III.

Section 5: “Common Area” shall mean all real property (including any improvements thereon) owned by the Association for the common use or enjoyment of the Owners. The Common Area to be owned by the Association shall be conveyed to the Association prior to January 1 of the year immediately following the acceptance of the subdivision improvements by the City of Whitefish and as described in the plat of Timber Ridge, Flathead County, Montana, recorded with the Clerk and Recorder of Flathead County, noted as:_____

Section 6:’ “Association” shall mean Timber Ridge Homeowners Association Inc., a Montana, non-profit corporation, its successors and assigns.

Section 7: “Board of Directors or Board” shall mean the Board of Directors of the Timber Ridge Homeowners Association Inc.

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## ARTICLE II
## RESTRICTIONS AS TO LAND USE

Section 1: Land Use
Lots 1-8 are to be used for single family residences.
Lots 9-15 are to be used for townhouses.

Section 2: Subdivision of Lots
No Lot shall be subdivided in any manner.

Section 3: Structures
A. No building shall be created, altered, placed or permitted on any tract, parcel, or piece of the above-described property, except one single-family dwelling used for residential purposes or duplex for residential purposes on duplex lots as designated on the plat.

B. Any dwelling created or placed upon the subject property shall be used only as a private, single-family residence, and no dwelling, building or structure may be applied to, used, or occupied as a multi-family structure, except for those lots that are designated duplex on the plat.

C. All construction upon the subject property shall comply with the requirements of the appropriate building code adopted and in effect in the City of Whitefish on the date of commencement of construction, and all applicable master plan and zoning requirements of the City of Whitefish, Flathead County, or the State of Montana.

Section 4: Setback Lines
No building or structure shall be erected, placed or located upon any parcel or tract of land closer than permitted by the Whitefish Zoning Regulations in effect on the date of commencement of construction. Decks are allowed to go into the set-back areas up to 5 feet with approval from the Architectural Review Committee.

Section 5: Water and Sewer Service
All property shall be connected to the Whitefish City Water and Sewer System, which shall provide water and sewer service for the properties subject to payment of charges for such service.

Section 6: Utilities
All utilities including but not limited to power, electric, and telephone shall be underground.

Section 7: Garbage
No Lot shall be used or maintained as a storage ground for rubbish. Trash, garbage or other waste shall be kept in covered, reasonable airtight containers. Such containers must be kept in a garage or other enclosed area unless prior approval of the Architectural Review Committee has been granted.

Section 8: Vehicles & Parking
A. No inoperable vehicle shall be stored on any lot.
B. All vehicles shall be parked in the garages, driveways, or designated parking areas and no vehicle shall be parked upon or encroach upon the Common Area or streets. Each occupant shall be responsible to see that visitors and guests utilize the parking areas provided.
C. No outdoor maintenance or repair work shall be performed except washing and polishing.
D. No trucks exceeding one (1) ton, trailers, semi-trailers, other trailers of every type and description, excluding travel trailers, boat trailers, snowmobile trailers and motorcycle

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trailers, vehicles with pickup-box, campers or other similar units designed to be transported or pulled by motor vehicles or motor homes or any other unsightly vehicle shall not be allowed to be parked or allowed to remain in said properties unless stored in a garage.

E. No recreation vehicle, tent, camper, travel trailer or motor home shall be lived in while parked on the Owners Lot.

F. The Association shall have the authority to promulgate safety rules and regulations regulating or restricting the types of vehicles which may be operated on roadways within the Property, including but not limited to golf carts, motorcycles, motorbikes and bicycles.

Section 9: Exterior Maintenance
Each owner of a Tract on which there is a structure shall provide exterior maintenance upon such Tract and structure to include painting and repairing the structures; maintaining the lawn and grounds to preclude noxious weeds and other noxious growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds.

Section 10: Signs
No signs, billboards, or advertising structures of any nature may be erected, maintained, or used on the subject property or any part thereof, except that one advertising sign, which shall be not more than six (6) square feet of total area, may be erected for the sole and exclusive purpose of advertising for the sale or lease of the property upon which the sign is erected, provided that the Declarants shall have the right to place a “For Sale” sign which is for feet (4’) by eight feet (8’) at the entrance of the property for a period of not more than four (4) years from the date of this Declaration.

Section 11: Animals
No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, birds and cats, not to exceed two in total number, provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to any governmental ordinance or laws. Dogs and cats shall be leashed at all times when not on the owner’s Lot and the pet’s owner shall confine it’s pet’s urination and defecation to the owner’s Lot or such areas as may be designated by the Association. Owners shall be responsible to clean up after their pets. No animal shall be allowed to become a nuisance or be allowed to run free within the subdivision. The keeping of pets must be in compliance with the ordinances of the City of Whitefish, Montana. Any pet constituting a nuisance may be ordered by the Association to be kept within the residence of the owner or ordered expelled from the subdivision.

Section 12: Nuisance
No noxious or offensive activities shall be carried out upon or offensive structure built upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to a neighbor or the neighborhood. Each owner shall refrain from

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any activity which interferes with the reasonable enjoyment by other owners of their respective Lots.

Section 13: Roads
All roads to or upon the subject property or any parcel or tract thereof, shall be paved, a minimum of twenty feet (20') wide, within a sixty foot (60') right of way.

Section 14: Landscaping
All areas of Lots disturbed during construction shall be landscaped according to the site plan approved by the Architectural Review Committee. No hedges, shrubs or other plantings, or any structure shall be permitted which unreasonably obstructs the view of any owner or motor vehicle drivers.

Section 15: Temporary Structures
No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding, shall be placed upon the property during construction or be used on any Lot at any time as a residence, either temporarily or permanently.

Section 16: Fences
The appearance, height, material and construction of all fences must conform to local zoning regulations and must be approved by the Architectural Review Committee prior to construction.

Section 17: Storm Drainage
In order to accommodate and manage storm drainage on the Property, there are certain storm drainage features that have been constructed throughout the Property Owner's, or their authorized representatives (contractors), shall be prohibited from excavating, filing, modifying, or in any way damaging these drainage improvements. The Lot owner will be responsible for damage to biodetention areas, catch basins, or any component of the Timber Ridge drainage system.

Section 18: Dwelling Size
Single Family Lots 1-8_No single family dwelling shall be permitted on any Lot in which the ground floor living area (commonly referred to as tile main floor); exclusive of basements, porches, decks and garages, is less than the minimum square footage established below. Because of the neighborhood layout and goals of Timber Ridge: Lot and design conditions may exist that require special consideration regarding dwelling size. The Architectural Review Committee will consider these situations on a case by case basis.

<u>Floor Living Area</u>
One story home: 1650 sqft
More than one story 1400 sqft

Excluding basements, porches, decks and garages

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Meaning floors at or above ground level

Duplex Lots (9-15) No duplex dwelling shall be permitted on any Lot in which the gross living area; exclusive of basements, porches, decks and garages, is less than 2000 square feet per individual dwelling (4000 square feet combined dwellings). Because of the neighborhood layout and goals Timber Ridge; lot and design conditions may exist that require special consideration regarding dwelling size, The Architectural Review Committee will consider these situations on a case by case basis.

Section 19: Dwelling Construction
All dwellings shall be constructed on the Lot and no trailer home or mobile home of any kind or type shall be place on a Lot. Modular homes or prefabricated homes shall not be placed on a Lot.

Section 20: Burning
Open fires for the purpose of burning refuse are not permitted on the property. Other than barbecues in properly constructed barbecue pits or grills that comply with the fire related ordinances of the City of Whitefish and Flathead County, no open fires shall be permitted on the Lots nor shall any other similar activity or condition be permitted which would tend to increase the fire danger to neighboring Lots and the insurance rates for other owners unless expressly permitted.

Section 21: Continuity of Construction
All structures shall have the exterior completed within twelve (12) months of commencement of construction and landscaped within eighteen (18) months thereof.

Section 22: Business Activity
No trade, business or activity shall be conducted, carried on or practiced on any Lot or in a residence or dwelling constructed thereon and the owner of said Lot shall not suffer or permit any residence or dwelling erected thereon to be used or employed for any purpose that will constitute a nuisance in law or that will detract from the residential value of said Lot or the other Lots in said development. A home office in the traditional sense may be maintained so long as such does not result in increased foot or vehicle traffic in the development.

Section 23: Lot Maintenance and Weed Control

A. Improved/Occupied Lots:
   Owners shall neatly maintain any flower gardens, shrubs and trees. Lawns shall be mowed and not permitted to grow to a height in excess of five (5) inches.

B. Unimproved/Unoccupied Lots:
   For general appearance and to prevent fire hazards, Owners shall mow the grassy/weedy portions of the Lot and not permit grass/weeds to grow to a height in excess of eight (8) inches.

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C. Noxious Weeds:

Whether a Lot is improved, unimproved, occupied or unoccupied Owners shall not permit noxious weeds to grow thereon. The noxious weed list of Flathead County Weed District includes but is not limited to the following:

Spotted, Russian and Diffuse Knapweeds
Dalmation Toad Flax
St. Johns Wort
Sulfur Cinquefoil
Field Bindweed
Leafy Spurge
Whitetop and Canadian Thistle
Common Tansy
Biennial Wormwood

D. Obnoxious Weeds:

Obnoxious weeds such as dandelions shall be controlled to prevent the dissemination of seeds.

Section 24: Outbuildings
No outbuilding shall be constructed without the prior approval of the Architectural Review Committee. All outbuildings shall be constructed keeping with the construction and architecture of the other buildings located on the Lot.

Section 25: Antennas, Poles & Satellite Dishes
No antennas (including, but not limited to, satellite dish receivers in excess of eighteen inches in diameter, radio, short wave or television antenna), poles, or other structures shall be erected. Eighteen (18) inch or smaller diameter size satellite dish receivers may be installed subject to prior approval of the Architectural Review Committee.

Section 26: Gutters & Downspouts
All down spouts from gutters must have an extension or a splash block at the bottom carried out from the wall of the residence at least three (3) feet, said extensions or splash blocks to be installed simultaneously with the down spouts.

Section 27: Driveways & Sidewalks
All driveways shall be paved with either asphalt or concrete; any other form of paving must be approved by the Architectural Review Committee. Owners of Lots where a sidewalk is located between their property and the street must maintain such sidewalk and keep it clean and clear of debris and snow.

Section 28: House Numbers
Owners shall install and maintain a visible address marker attached to the house which shall be legible from the road.

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Section 29: Mailboxes
Location and design of mailboxes shall be in accordance with Design Guidelines.

Section 30: Clotheslines and Storage Piles
All clotheslines, equipment, recreational vehicles, service yards, wood piles or storage piles shall be kept screened by adequate planting or other acceptable means so as to conceal the same from the view of neighboring Lots, from the street, and common areas.

Section 31: Rentals
It shall be permitted to rent residences, provided that the minimum rental term shall be three (3) months. No rentals for shorter terms shall be permitted. The Owner shall be personally liable for any breach of this Declaration or any regulations adopted by the Homeowners Association by the renters/leases or any other person residing in the residence, their guests and invitees.

Section 32: Safe Condition
Without limiting any other provision of this Article, each owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and shall repair and correct any deficiencies in conditions or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots.

Section 33: Common Walls
Townhomes may share a common wall with other adjoining townhomes. Each wall which is built as part of the original construction (or reconstruction) of a townhome and placed on the dividing line between the townhome Lots shall constitute a party wall, and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto, except as otherwise expressly provided by this section. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the party wall. If a party wall is destroyed or seriously damaged by fire or other casualty, the Owners shall each determine within 30 days of the damage whether to participate in rebuilding or restoring the party wall. If both Owners wish to rebuild or restore the party wall, the Owners shall share equally in the cost of such rebuilding or restoration. If one Owner wishes to rebuild or restore the party wall (the “Rebuilding Owner”), but the other Owner does not wish to rebuild or restore (the Non-Rebuilding Owner”), the Rebuilding Owner may rebuild or restore the wall as an exterior wall, at the Rebuilding Owner’s expense, and the Non-Rebuilding Owner shall not be permitted to use the wall as a party wall unless: (1) the non- rebuilding Owner reimburses the rebuilding Owner for one-half (1/2) of the expenses which were incurred by the rebuilding Owner in the rebuilding or restoration of the wall as an exterior wall, and (2) the non-rebuilding Owner pays the entire cost of converting the exterior wall into a party wall. Notwithstanding any other provision above, an Owner who, by the negligent or willful act or omission of the Owner or the Owner’s family, guests, contractors, subcontractors, employees, agents or invitees, causes a party wail to be damaged shall bear the entire cost of furnishing repairs to the party wall. The

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right of any Owner to contribution from any other Owner under this section shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 34*:* Deference to Local Ordinance
Unless specifically modified herein, all construction and uses of any property interest herein shall meet the requirements set forth in the duly enacted local codes, laws and ordinance.

## ARTICLE III
## ARCHITECTURAL CONTROL

Section 1: Committee
During the Period of Declarant Control, the members of Whitefish West Limited Partnership will serve as members of the Architectural Review Committee. Whitefish West Limited Partnership may voluntarily appoint additional representatives to the ARC and by majority vote remove them with or without cause.

After the Period of Declarant Control, the ARC will be composed of three (3) representatives appointed for a term of two (2) years. Two (2) representatives will be appointed by the Board of Directors of the Association, and one (1) will be appointed by the Declarant. Members of the ARC may be removed by a majority vote of the Board of Directors of the Association, with or without cause, and the Board of Directors of the Association shall fill all vacancies, except that of a representative appointed by the Declarant, in which case the Declarant shall appoint a successor. If upon removal or expiration of the term of a representative appointed by Declarant, Declarant fails to appoint a representative, the Board shall appoint such representative.

The members of the Architectural Review Committee shall be appointed during the Association's annual meeting and serve a two (2) year term or until replaced as needed. Any vacancies which occur during the term of office shall be filed by appointment of the Board of Directors or the Declarant and serve the remainder of the vacant term.

Section 2: Guidelines and Rules
The Architectural Review Committee shall prepare guidelines and rules for proposed construction and improvement.

The guidelines and rules shall pertain to the following matters:

a. The building or alteration of living structures, outbuildings, fences, walls, walks and driveways;
b. Color, style, design and/or materials used in the building, rebuilding or maintenance of said structures, etc.;
c. Schedules relating to proposed commencement and completion dates of all construction on Lots;

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d. Time periods during individual days of the week when construction work may commence and when it must cease;
e. Restrictions regarding the locations on streets and roadways where utilities, equipment and materials involved in construction may park or be placed;
f. Any other matters which affect the rights of Lot owners to the quiet enjoyment of their property, taking into account the reasonable needs of Owners of Lots upon which construction is undertaken.

These guidelines and rules shall be approved by the Board of Directors.

Section 3: Architectural Review
No building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots, nor shall any addition to or change or alteration therein be made, nor shall any of the native vegetative growth be destroyed or removed until the plans and specifications showing the nature, kind, shape, height, materials and location of the same with respect to Lot boundaries, together with the proposed construction schedule, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and native vegetation by the Architectural Review Committee. The plans and specifications shall be in sufficient detail to show the nature, kind, shape, dimensions, height, materials and proposed location of the proposed structure, including landscaping and any exterior plans.

Section 4: Continuing Responsibility
The Architectural Review Committee shall have a continuing role in the approval or disapproval of proposed changes from the original design and construction, including without limitation, exterior remodeling, change of color, exterior lighting, provision of wood storage, exterior clothes lines, recreation equipment (swimming pools, swing sets, volleyball courts, tennis courts, etc.), storage sheds and similar structures, and exterior pet facilities. No such changes or additions will be permitted unless approved by the Architectural Review Committee, which may, at its discretion, waive the requirement that drawings and specifications be submitted for such changes.

Section 5: Approval
Approval or disapproval by the Architectural Review Committee shall be in writing. In the event said Committee fails to approve or disapprove plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Failure by the Architectural Review Committee to approve or disapprove the plans and specifications in writing within thirty (30) days will not be construed to allow or approve the matter when the act would cause a violation of this Declaration or the guidelines approved by the Board of Directors. All improvements, construction, reconstruction, alteration, remodeling, or any activity requiring the approval of said Committee must he completed in substantial compliance with the plans and specifications initially approved by the Committee.

Section 6: Committee Enforcement

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The Architectural Review Committee may notify any Owner violating any restrictive covenant or not in conformance with Committee approved building plans and specification specifying the failure and demanding that it be remedied within a period of thirty (30) days. If the Owner fails or refuses to remedy the violation, the Board, at the Lot Owners expense, shall correct the deficiency set forth in the notice. If the Lot Owner fails to reimburse the Association within thirty (30) days after mailing a statement for correcting the deficiencies the Board may assess a lien and/or institute a civil action to collect such sum of money together with the court costs and reasonable attorney fees. No entry upon a Lot by the Committee, or its agent for purposes of enforcing this Declaration shall be deemed a civil or criminal trespass. These remedies provided herein are not intended to be exclusive.

Section 7: Performance Bond
The Board of Directors may establish a fee, payable in U.S. funds, for a performance bond for new construction or major remodeling activities on Lots. The performance bond will be used to insure compliance with this Declaration and building guidelines and regulations during the construction of the structure. This performance bond shall be maintained by the Association in trust for the Lot Owner, The performance bond and accumulated interest, less any expenditure made by the Association to insure compliance with this Declaration and building guidelines and regulations, will be returned to the Lot Owner upon satisfactory completion of the new construction. Any costs reserved by the Association due to non-compliance, as determined by the Architectural Review Committee, may be assessed against the bond.

Section 8: Fees
The Board of Directors may establish a review fee, payable in U.S. funds, to provide funds for employing an architect or other professional consultants to the Committee.

Section 9: Variances
The Architectural Review Committee may authorize variances or deny approvals (a) when reasonable circumstances dictate, such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations, and (b) when construction in substantial accordance with the variance would be consistent the purposes of the Declaration and compatible with existing and anticipated uses of adjoining Lots or the subdivision. To that end, a variance shall not be authorized unless the Architectural Review Committee shall find, upon sufficient evidence: (i), that there are special circumstances or conditions applying to the lot, building or use referred to in the plans which do not apply to other Lots within Timber Ridge; and (ii), that such special circumstances were not created by the owner/applicant; and (iii), that approval of the variance is necessary for the preservation and enjoyment of substantial property rights and (iv), that approval of the variance will not be materially detrimental to the existing and anticipated uses of adjoining properties or Timber Ridge.

Section 10: Appeal
Any disagreement with the decision of the Architectural Review Committee may be appealed in writing to the Board of Directors. Said appeal will include the request, the

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answer of the Architectural Review Committee and the reason for disagreement. Decision by the Board of Directors shall be final.

## ARTICLE IV
## HOMEOWNERS ASSOCIATION

Section 1: Name
A Montana non-profit corporation has been formed to act as the Homeowners Association for the Property. The name of the Corporation is "Timber Ridge Homeowners Association, Inc." hereinafter referred to as the "Association."

Section 2: Articles of Incorporation and Association By-laws
The Articles of Incorporation for the Association have been filed with the Secretary of State. Copies of the current documents are available at the Homeowners Association office or from the Secretary of State of Montana.

Section 3: Membership
All Owners of the Lots shall be members of and constitute the Association. The Owner of any Lot shall automatically become a member of the Association and shall remain a member thereof until such time as the ownership of such Lot ceases for any reason, at which time the corresponding membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and may not be separated from ownership of any such Lot. The seller under a contract for deed shall not be considered the owner of the Lot for the purposes of the Association and this Declaration. The purchaser under a contract for deed shall be considered the Owner of the Lot for the purposes of the Association and this Declaration. No person who holds an interest in a Lot solely as security for the performance of an obligation shall be considered the Owner of the Lot.

Section 4: Voting
During the Period of Declarant Control, the Association will be controlled and administered by Declarant. When the Period of Declarant Control is terminated, the homeowners will control and administer the Association. At that time voting shall be done on a Lot by Lot basis. Votes may be cast in person or proxy by the respective owners as show in the record of Ownership of the Association. An executor, administrator, guardian, or trustee may vote for any Lot owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of' Ownership, provided that person shall first present evidence satisfactory to the Secretary or presiding officer that the person owns or controls such Lot in such capacity. The vote for any Lot owned of record by two or more persons may be exercised by any one of them present, and in the case of protest, each co-tenant shall be entitled to only a share of such vote in proportion to his or her share of Ownership in such Lot.

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Section 5: Voting Right Suspended
Any Owner who is delinquent in the payment of' any annual assessment, special assessment, liens or fines or who has failed to cure a violation of this Declaration shall not be allowed to vote on any Association matters until the delinquent payment is paid or the violation cured.

## ARTICLE V
## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments
The undersigned, for each tract owned, hereby covenant, and each owner of any tract, by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association.

a. Annual assessments or charges; and
b. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person who is the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the owner's successor in title unless expressly assumed by them.

Section 2: Purpose of Assessments
The assessments levied by the Association shall be used exclusively for the construction, maintenance and repair of common areas of the project.

Section 3: Annual Assessments
The initial annual assessment shall be _*(determined at later date)* ($_____) per tract. Commencing _*TBD*_____ the Board of Directors of the Association may fix the annual assessment for the ensuing year, provided that the annual assessment may not be increased by more than ten percent (10%) of' the annual assessment for the prior year without a vote of membership.

Section 4: Special Assessments for Capital Improvements
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of

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defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenances or replacement of a capital improvement within said common areas or pedestrian easement, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the approval of two-thirds (2/3) of the votes of the members present in person or by proxy at a meeting duly called for such purpose. If such assessment is not approved, there shall be no special assessment.

Section 5: Notice and Quorum for Any Action Under Section 3 and 4
Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of' the meeting. At the first such meeting called, the presence of member or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. The requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment
Both annual and special assessments must be fixed at a uniform rate for all tracts and may be collected on a monthly basis.

Section 7: Date of Commencement of Annual Assessments: Due Dates
The annual assessments provided for herein shall commence ___*TBD*_____.
The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Tract at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth when the assessment and charges on a specified Tract have been paid. A properly executed certificate of the Association as to the status of assessments on a tract is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessments
Any assessment or charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate often percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments or charges provided for herein by abandonment of his tract or parcel.

Section 9: Subordination of the Lien to Mortgages
The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Tract shall not affect the assessment lien. However, any holder of a first mortgage or trust indenture who obtains title to a tract pursuant to the

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remedies provided in the mortgage or trust indenture, or by deed (assignment) in lieu of foreclosure, will not be liable for such tract's unpaid dues or charges which accrue prior to the acquisitions of title to such unit by the holder of the mortgage or trust indenture. Except as provided herein, no sale or transfer shall relieve any tract from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI
## HOLDERS OF DEEDS OF TRUST

Each holder of deed of trust, upon written request by such holder to the Board, shall be entitled to timely written notice of: (1) any proposed amendment of this Declaration effecting a change in (i) the boundaries of any tract or the exclusive easement rights appertaining thereto, (ii) the number of votes in the Homeowner's Association appertaining to any tract or (iii) the purposes to which any tract is restricted; (2) any condemnation loss or any casualty loss which affects a material portion of a tract on which there is a first mortgage held; (3) any delinquency in the payment of assessments or charges owned by an owner of a tract subject to a first mortgage, where such delinquency has continued for a period of sixty (60) days; (4) any lapse, cancellation or material modification of any insurance policy maintained by the Homeowner's Association pursuant to Article VI.

## ARTICLE VII
## COMMON AREA

Section 1: Sidewalks
Owners of Lots where a sidewalk is located between their property end the street must repair some if damaged during construction and must maintain such sidewalks and keep it clean and clear of snow and natural debris.

Section 2: Common Areas
The Association shall be responsible for maintenance of all common area property and to pay taxes on the common area.

## ARTICLE VIII
## GRANT OF EASEMENTS

Section 1: Easements

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Declarant herby dedicates and grants permanent and perpetual easements for installation. Maintenance and repair of utilities, and ingress and egress purposes, including maintenance and repair, along the sixty (60) foot public road and utility casements which are shown on the Subdivision Plat of Timber Ridge. Said easement shall be for the benefit of an appurtenant to each of the Lots described on the Subdivision Plat of Timber Ridge, on file in the office of the Clerk and Recorder of Flathead County, Montana.

Section 2: Maintenance
The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible. Planted or paved areas which are disturbed by a utility provider or public authority shall be reasonably restored when the purpose of the disturbance is accomplished.

## ARTICLE IX
## TERM AND AMENDMENTS

Section 1: Duration of Declaration
The provisions of this Declaration are intended to be easements and covenants running with the land, and are intended to be perpetual, except as amended or terminated as provided below.

Section 2: Amendment During Period of Declarant Control
During the Period of Declarant Control, this Declaration and the Design Guidelines may be amended by Declarant as provided in this Section 2. Declarant shall prepare the form of amendment. The Form of amendment and a notice of the Owners' rights under this Section 2 shall be mailed to each Owner by first class mail, postage prepaid. to the address of the Owner on the records of the Homeowners Association, Unless written objection is received by Declarant of the Owners holding 80% or more of the votes within 30 days of the mailing of the notice to the Owners, the action proposed to be taken by the Declarant shall be considered approved and shall become final. If such objection is not timely received, the Declarant shall then record in the records of Flathead County, Montana, a document stating the action taken, together with a certificate certifying that notice was given to the Owners as required herein and that fewer than 80% of the Owners objected to the action.

Section 3: Amendment After Period of Declarant Control
After the Period of Declarant Control, this Declaration and the Design Guidelines may be amended or repealed as provided in this Section 3. An amendment may be proposed by the Board of Directors or by the Owners of thirty percent (30%) of the Lots. Any amendment shall require the consent of the Owners of seventy five percent (75%) of the Lots. Such consent may be evidenced by written consent, by vote at a regular or special meeting of the members of the Homeowners Association, by a combination of written

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consents and votes, or by such other method as the Board may choose. If the consent of the Owners of seventy-five percent (75%) of the Lots is received, the Association shall then record in the records of Flathead County, Montana, a document stating the action taken, together with a certificate stating what percent of the Lots approved the action and how the consent of such Owners was received.

Section 4: Unilateral Amendment by Declarant
At any time, before or after the Period of Declarant Control, so long as Declarant owns a Lot, Declarant may unilaterally amend this Declaration (1) if such amendment is solely to comply with applicable law or correct a technical or typographical error, (2) if such amendment does not adversely alter any substantial rights of any Owner or mortgage, or (3) in order to meet the guidelines or regulations of a mortgagor or insurer including, but not limited to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration or any similar agency. Such amendments shall not require approval of any Owners.

## ARTICLE X
## GENERAL PROVISIONS

Section 1: Enforcement
Only the Board of Directors or their agent(s) or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservation, liens, obligations and charges now or hereafter imposed by the provision of this Declaration, including the right to take corrective action in order to comply with the provisions of this Declaration and seek reimbursement from the violative Owner for the costs of such corrective action. Failure by the Board of' Directors, their agent(s) or by any Owner to enforce any covenant, restriction or other provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors and/or the Homeowners Association shall have no liability for any failure to enforce any covenant, restriction or other provision herein contained.

Section 2: Rules, Fines and Other Corrective Action
The Board of Directors may, from time to time, prepare rules for the enforcement of the various provisions of this Declaration. The Board shall also establish enforcement procedures, to include notification requirements, time to Owner response for corrective action and a fine scheme for noncompliance. A copy of enforcement rules and fines shall be provided to all Owners. If the Owner fails or refuses to remedy the violation, the Board of Directors, at the Lot Owner's expense, shall correct the deficiency: If the Lot Owner fails to reimburse the Board of Directors or pay the fine within thirty (30) days after mailing the notice, the Board of Directors may assess a lien on the property and/or institute a civil action to collect such sum of money and/or compel compliance, together with court costs and reasonable attorney fees. No entry upon a Lot by the Board of

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Directors, or its agent, for purposes of enforcing these rules and/or fines shall be deemed a civil or criminal trespass.

Section 3: Grievance/Due Process Procedures
Association members who have a grievance or contest a fine or other adverse action shall request a meeting before the entire Board. The aggrieved party will present the matter to the Board for review and determination of the appropriateness of the fine or other action. If not satisfied by the Board's decision, the aggrieved party may request the matter be brought before the Association membership either at a special meeting or at the Annual meeting. The aggrieved party is responsible for the costs associated with calling a special meeting, to include room rental, postage, and copy fees to present their position on their grievance to the Association members, if applicable. Said costs shall be payable in advance of the mailing of notice to the Association members. A majority vote of eligible Lot Owners is required to overturn a Board fine or other adverse action. A majority vote md tides those present at the meeting and duly complete proxies. The decision by the eligible Lot Owners is final.

Section 4: Variances
The Board of Directors or the Architectural Review Committee may grant a variance for good cause from any of' the provisions of this Declaration, provided such variance is allowable under the ordinances of the City of Whitefish and the laws of the State of Montana.

Section 5: Severability
Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

Section 6: Attorney's Fees
In the event of a dispute under this Declaration, the prevailing party shall be entitled to his or her costs and reasonable attorney's fees.

Section 7: Rules for Verb Tense, Gender and Number
The following rules of construction apply to this document:
The present tense includes the future as well as the present.
Words used in the masculine gender include the feminine and neuter.
The singular includes the plural and the plural the singular.

Section 8: Remedies Not Exclusive
None of the remedies of the Association specified in any of the provisions of this Declaration are intended to be exclusive, and the Association shall be entitled to such other remedies as may be available under applicable law.

Section 9: Construction and Binding Effect
This Declaration shall be construed pursuant to the laws of the State of Montana and shall be binding upon the heirs, successors and assigns of the parties hereto. Time is of the

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essence in complying with the provisions of this Declaration.

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# ARCHITECTURAL DESIGN GUIDELINES

Timber Ridge is a subdivision that intends to maintain the natural beauty and vegetation of the area. Special attention will be given to maintaining as many of the trees that densely cover the area of Timber Ridge. Very strict architectural controls will insure the creation of a uniform look and feel to this rustic mountain community. Colors will reflect the natural tones and colors of the landscape and blend seamlessly into the surrounding neighborhoods.

Timber Ridge is comprised of individual home sites and 8 duplex lots. The community plan provides for a pedestrian friendly environment that is surrounded by views of Big Mountain. It is just 1.6 miles from downtown Whitefish and is within easy walking distance to the State Park on Whitefish Lake and the Whitefish Lake Golf Club.

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Section IL Guiding Principle

The Design Guidelines that follow are intended to promote the goal of realizing this vision of Timber Ridge. All construction and modifications to buildings, landscaping, and site improvements must be reviewed and approved in accordance with the provisions of these Design Guidelines.

The Timber Ridge Architectural Review Committee (ARC) has been established to implement these Design Guidelines and assist owners with the design approval process. These Design Guidelines may be amended from time to time and it is incumbent upon each owner to obtain and review the most recent version of the Timber Ridge Architectural Design Guidelines. The Architectural Review Committee will make both objective and subjective aesthetic decisions based on their interpretation of the Design Guidelines to ensure high quality architectural designs. The ARC may make exceptions to the Design Guidelines from time to time as long as these variances are within the spirit of the Design Guidelines. These actions are considered one time exceptions made on a case by case basis, and are not precedent setting.

In addition to this document, owners, architects and contractors must comply with all Timber Ridge as well as local land use regulations and applicable local, state and national building codes. If applicable, owners must contact City of Whitefish Planning and Building Department to receive current regulation before beginning detailed design.

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## Section II Architectural Review Committee and Design Guidelines

Members:

During the period of Declarant Control, the members of Whitefish West Limited Partnership will serve as members of the Architectural Review Committee (ARC). Whitefish West Limited Partnership may voluntarily appoint additional representatives to the ARC and by majority vote remove them with or without cause.

After the period of Declarant Control, the ARC will be composed of three (3) representatives appointed for a term of two (2) years. Two (2) representatives will be appointed by the Board of Directors of the Association, and one (1) will be appointed by the Declarant. Members of the ARC may be removed by a majority vote of the Board of Directors of the Association, with or without cause, and the Board of Directors of the Association shall fill all vacancies, except that of a representative appointed by the Declarant, in which case the Declarant shall appoint a successor, if upon removal or expiration of the term of a representative appointed by Declarant, Declarant fails to appoint a representative, the Board shall appoint such representative.

The members of the Architectural Review Committee shall be appointed during the Association's annual meeting and serve a two (2) year term or until replaced as needed. Any vacancies which occur during the term of office shall be filed by appointment of the Board of Directors or the Declarant and serve the remainder of the vacant term.

Resignation of Members:

Any member of the ARC may, at any time, resign from the ARC upon written notice delivered to

the Declarant or/to the Association, whichever than has the right to appoint and remove members.

Duties:
it shall be the duty of the ARC to consider and act upon proposals or plans related to the development of Timber Ridge that are submitted pursuant to the Design Guidelines, to enforce the Design Guidelines and to amend these Design Guidelines when, and in a manner deemed appropriate by the ARC.

Compensation:
The members of the ARC shall receive no compensation for services rendered unless authorized to do so by the Declarant and/or the Association. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of their duties if reimbursement is approved in writing by the Declarant and/or the Association before expenses are incurred. Professional consultants and representatives of the ARC used in the Review Process shall be paid such compensation as the Declarant and/or Association determines.

Meetings:
The ARC shall meet as required to review the applications for approval, but shall not be required to meet more frequently than monthly. All applications must be submitted to the Association at least ten (10) calendar days prior to a meeting at which time an application shall be considered. The Chairman of the ARC may call special meetings upon two (2) days advanced written or oral notice to the other members. A quorum for each meeting shall consist of three (3) members. A designated alternate member may participate at any meeting in which there is not a quorum of regular members present, and shall have all of the authority of a regular member while so participating.

Submittal Requirements:
Prior to preparing preliminary plans for any proposal, the Builder, Owner or representative thereof are encouraged to meet with an ARC Member to discuss the proposed plans and to explore and resolve any questions regarding the building requirements in Timber Ridge subdivision.

Submittals should be made to the ARC prior to being submitted to the Governing Body for approval. In order for the ARC to review and process your application for approval all required application items must be submitted, incomplete applications will not be received.

Approval by the ARC of the site plan, building plans, or variances does not guarantee approval by the governing agency.

Decisions:
The ARC shall review all applications submitted to it and shall furnish a written decision to the applicant setting forth the reasons for its decisions. A simple majority vote of the members of the ARC present during the review meeting shall be necessary for making any decision. The ARC shall approve or disapprove applications within thirty (30) days after an application has been submitted to it, and notify applicant in writing within ten (10) days after it’s regularly schedule monthly meeting. All applications are subject to the design approval section of the Declaration of Covenants, Conditions and Restrictions of Timber Ridge.

Resubmittals:

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The ARC may disapprove any application if there is not sufficient information to exercise the judgment required by these Design Guidelines. In all cases of disapproval, the ARC shall attempt to itemize the nature of its objections. An applicant may resubmit an application along with the requested changes anytime at their convenience to the ARC. The ARC shall reconsider the application within ten (10) days after an application has been resubmitted to it, and notify applicant of its decision in writing within ten (10) days after its follow-up meeting. In the event the applicant makes subsequent submissions after an initial disapproval, the application, as resubmitted, shall be deemed approved if the ARC fails to take any action on the resubmitted application within twenty-one (21) days after the new submission.

Appeal to Board:
Except as otherwise provided in the Declaration, any Owner may appeal an ARC decision to the Timber Ridge Board of Directors. Such an appeal must be made in writing within seven (7) days after the decision of the ARC and must describe the basis and reason(s) for the appeal. All appeals must be accompanied by a copy of the written decision of the ARC, copies of the original application, all items originally submitted to the ARC, and all other relevant evidence previously submitted to the ARC or new evidence deemed relevant to the ARC decision. The Board of Directors shall have twenty-one (21) days from the date the appeal is received to render a decision, and shall notify applicant of its decision in writing within ten (10) days after its meeting. If the Board of Directors fails to take action on the appeal within this twenty-one (21) day period then the application shall be deemed approved.

Nature of Approval:
Any approval of plans, specifications or proposed construction given by the ARC shall be only for the purpose of permitting construction of proposed improvements within Timber Ridge Subdivision and shall not constitute compliance with city, county, and state laws. Such approval shall not constitute any approval, ratification or endorsement of the quality or architectural or engineering soundness of the proposed improvement and neither the ARC, its members, the Board, the officers of the Association, nor the Declarant shall have any liability in connection with or related to approved plans, specifications or improvements.

Variances:
The ARC has the authority on a case by case basis to deviate from the requirements of these Design Guidelines in accordance with the procedures set forth in the Declaration.

Written Records:
The ARC shall keep and safeguard complete written records of all applications for approval submitted to it including:

One (1) set of approved plans as described in the submittal checklist
Copies of all actions of approval or disapproval
Copies of all other actions taken by it under the provisions of these Design Guidelines.

All such records shall be maintained in the offices of the Association for a minimum often (10) years after approval or disapproval.

Amendment of Design Guidelines:
These Design Guidelines may be amended in accordance with the provisions set forth in the Declaration.

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Each Owner is responsible for obtaining a copy of the most recently revised Design Guidelines from the ARC before submitting a design approval application or commencing any improvements to the Owner's lot.

Non-liability:
Neither the ARC, any member thereof nor the Declarant, shall be liable to the Association or to any Owner or other person for any loss or damage claimed on account of any of the following;

(a) The approval or disapproval of any plans, drawings and specifications, whether or not defective.
(b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications.
(c) The improvement or manner of improvement on any Lot within Timber Ridge subdivision.

Every Owner and other person, by submission of plans and specifications to the ARC for approval, agrees that he will not bring any action or suit against the ARC, or any of its Members, agents, employees or legal representatives, nor the Declarant, or any of its officers, directors, members, agents, employees, legal representatives, regarding any action taken by the ARC.

Enforcement:
The ARC may, at any time, inspect a Lot or improvement and, upon discovering a violation of these Design Guidelines, provide a written notice of noncompliance to the Owner, including a reasonable time limit within which to correct the violation. If an Owner fails to comply within this time period, the ARC or its authorized agents may enter the Lot and correct the violation at the expense of the Owner of the Lot. Any such expense shall be secured by a lien upon the Lot enforceable in accordance with the Declaration.

In the event of any violation of these Design Guidelines, the ARC may, at its sole discretion and in addition to restoration expenses, impose a fine, commensurate with the severity of the violation.

Severability:
If any provision of these Design Guidelines, or any section, clause, sentence, phrase or word, or application thereof in any circumstance, is held invalid, the validity of the remainder of these Design Guidelines, and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstance, shall not be affected thereby, and the remainder of these Design Guidelines shall be construed as if such invalid part were never included therein.

## Section III Design Review Procedures

Design Review Architectural Representation:
The ARC may employ the services of an architect or designer to review submitted plans for conformance to the Design Guidelines. From time to time during the design review process, an Owner and/or his representative may meet or communicate informally with the ARC representative. While it is the intent of these informal meetings to provide direction to the

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Owner, any comment or suggestions made are done solely to provide direction and they do not represent any official approval or disapproval by the ARC.

Application Process:
Whenever any action by or approval of the ARC is required by the terms of these Design Guidelines, request for such action or approvals shall be submitted to the ARC, in accordance with the procedures set forth herein. Request for approvals shall be reviewed by the ARC in accordance with these Design Guidelines and the Declaration. Capitalized terms used in these Design Guidelines shall have the meanings set forth in the Declaration if they are not defined herein. Unless otherwise provided for herein, all periods of time referred to in these Design Guidelines shall refer to calendar days and shall include all Saturdays, Sundays and state or national holidays, provided that, if such a date or, the last date to perform any act or give any notice with respect to these Design Guidelines shall fall on a Saturday, Sunday, or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday, or state or national holiday.

Forms:
The ARC shall adopt forms upon which all requests for actions or approvals from the ARC must be submitted. Such forms shall indicate the number of copies of each set of plans, specifications, site plans or other documents, which must accompany the application and set forth instructions to be followed in submitting applications.

Pre-design Meeting:
Prior to submitting a design review application, all applicants are asked but not required to meet with any member of the ARC to discuss the Design Review Process, the architectural intend and vision of Timber Ridge and any other topics that will help facilitate the design process. At this meeting the applicant will be give a design review application package and an opportunity to ask any relevant design or approval questions.

Submission of Plans:
Plans and specifications shall be submitted to the ARC in accordance with the following review procedures and submittal requirements.

Design Review & Compliance Fee:
At the time of design review application and submittal of requested materials and documents, the owner shall remit a Design Review Fee in the amount of $700; this amount shall cover the cost of processing the application, reviewing the design for compliance and conducting in-progress construction inspections. At the time of application, one-half ($350) of this fee will be nonrefundable; at the start of construction the full amount ($700) shall become nonrefundable.

Construction Deposit:
At the time of application approval the Owner shall remit a Construction Deposit in the amount of $2000, which must be on receipt prior to beginning any construction in Timber Ridge. This amount is subject to change at the sole discretion of the ARC and shall remain on deposit with the ARC for the duration of construction to ensure compliance with these design guidelines. In the event that the ARC finds it necessary to take action to enforce these guidelines, any costs will be deducted from the $2000 deposit. Upon completion of construction, the deposit, or remainder thereof, will be refunded to the Owner. If the Owner or Owners Agent should violate the Declaration or these Design Guidelines and it becomes necessary for the ARC to remedy the violation, the cost of the remedy shall be the responsibility of the Owner.

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Design Submittal Documents:
When the design is substantially complete and ready for review, an application for design review and approval may be submitted to the ARC. Three (3) sets of submittal plans are required and must include all of the information listed below. No review will commence until the submittal application is complete A complete Design Review Application must contain the following:

(a) Completed Design Review Application form.
(b) Completed Design Review Checklist.
(c) Design review deposit.
(d) Site Plan (scale at 1" ' 20' or larger), showing the Lot boundaries and dimensions, easements, utilities, location of the building envelope, the proposed Residence and all other structures, driveway, parking area, existing and proposed topography, grading and retaining plan, proposed finished floor elevations, all trees of 8" caliper or greater, special terrain features to be preserved and trees to be removed.
(e) Floor plans and roof plans (scale 1/8" 1' 0") showing proposed finished floor elevations
(I) All exterior elevations (scale 1/8" = 1' 0") showing both existing and proposed grade lines, plate heights, roof pitch and an indication of all exterior materials and colors.
(g) Preliminary landscape plan (scale 1" 20') showing size and type of all proposed plants, irrigation system, all decorative materials or borders, all retained plants and transplanted plants, indication of plant storage area, materials and debris confinement area.
h) Samples of all exterior materials and colors, and literature on window and exterior doors. Samples must be clearly marked with the Owner's name, date, and Lot number.
i) To assist the ARC in its evaluation of the application, the Owner shall provide preliminary staking when requested by the ARC at the locations of the corners of the Residence or major improvement, and at such other locations and at such heights as the ARC mandates.
(j) Exterior lighting plan showing location and manner of installation for each light, as well as cut sheet for each light to be used

Review of Plans:
After being deemed complete, an application will be posted for review at the next regularly scheduled review meeting. Owners, architects, or Builders shall have no right to attend any meeting of the ARC unless specifically requested by the ARC. The ARC will respond in writing within ten (10) working days after the review of a complete submittal, provided that the plans are in accordance with the requirements outlined. Results of review will not be discussed over the telephone by members of the ARC with an Owner or his architect or Builder. Any response an Owner may wish to make in reference to issues contained in the ARC's notice following review of submitted plans must he addressed to the ARC in writing. Although it is the intent of the ARC to enforce all provisions of the Design Guidelines, the following will be of particular concern:

(a) Building Envelope usage
(b) Building Heights. massing, and roof lines
(c) Exterior material and colors

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(d) Site development, grading, and drainage
(a) Landscape plan and exterior lighting
(t) Design integrity and visual presentation

Design Approval:
The ARC will notify an applicant of its decision in writing within ten (10) days after the review is complete. Approval of a design application will be considered valid for a period of one hundred-eighty (180) days from the date of approval. The submittal will be considered abandoned and become null and void if construction does not commence within this time period, at which time the Owner will be required to start the design review process from the beginning.

Re-submittal of Plans:
In the event of any disapproval by the ARC of an application, a re-submittal of plans should follow the procedure described in Section II of these guidelines.

Revised Design Review:
The ARC will review the revised application and respond in writing within ten (10) days after the review, but no later than twenty-one (21) days after a resubmittal is complete
Any response an Owner may wish to make regarding the results of a design review must be addressed to the ARC writing.

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## Section IV Pre-Construction Regu1ations

Site Meeting:
After a completed application is received, a representative of the ARC may request a site meeting with the Owner to discuss special Lot conditions pertaining to their application. The intent of this meeting is to ensure the vision of Timber Ridge can be maintained while allowing Owners creative expression within the provisions of these guidelines. The house perimeter needs to be staked before the site meeting.

Pre-Construction Conference:
Prior to commencing construction the Builder must meet with the representatives of the ARC to review construction procedures and coordinate his activities in the Timber Ridge Subdivision. At the pre-construction conference, the Builder will submit:

(a) A site plan identifying the proposed locations of a dumpster
(b) Proposed location for storage of construction materials
(c) Proposed location for temporary restroom facilities, and the temporary construction office, if any
d) An approximate construction schedule indicating start and completion dates of construction, utility hook-up, completion of landscaping work, and anticipated occupancy date
(e) A copy of the City of Whitefish building permit

Any significant delays or interruptions to the construction schedule must be submitted to the ARC at the earliest possible time. (Also refer to Section V, CONSTRUCTION REGULATIONS for additional requirements after pre-construction conference approval).

Commencement of Construction:
When a building design has been approved and the necessary building permit obtained from the City of Whitefish, the applicant should proceed in a timely manner with the commencement and completion of all construction work. If the construction is not completed as outlined below, the Association shall have the right to assess the Owner for the cost of completion, and shall collect such costs as provided in the Declaration.

Structural designs and the securing of applicable building permits is the responsibility of the Owner and/or Builder. Construction documents (working drawings and specifications) are to be in accordance with the final design and plans approved by the ARC. Construction shall not commence until all of the provisions described in these guidelines are satisfied.

Upon written receipt of final approval from the ARC, and prior to commencing construction, the Owner shall post a construction deposit and/or any other ARC approved guarantee providing sufficient coverage to finish the exterior appearance of the home including exterior building and site improvements.

The Owner shall satisfy design guideline conditions and commence the construction of any work pursuant to the approved plans within one hundred-eighty (180) days from the date of such approval. If the Owner fails to begin construction within this time period, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the ARC prior to the expiration of said 180 day period and upon a finding by the ARC that there has been no change to circumstances, the time for such commencement is extended in writing by the ARC.

Completion Date:
It will be considered that construction has commenced once the Lot has been disturbed. Construction must proceed in a continuous manner through the completion of the Residence. If construction ceases for a period greater than sixty (60) days, the ARC may require that either construction immediately resumes or the Lot is returned to its natural condition. The Construction Deposit may be forfeited if either alternative is not achieved within three months of written notice of the Owner by the ARC.

The Owner shall, in any event, complete construction of any improvement on his Lot within twelve (12) months after commencing construction thereof. At the written request of the Owner, and at the sole discretion of the ARC, an extension of time, which must be set forth in writing, maybe granted for so long as the completion of construction is rendered impossible or would result in great hardship to the Owner due to labor strikes, fires, national emergencies or natural calamities.

If the Owner fails to comply with this schedule, the ARC shall have the right (but no obligation) to either have the exterior of the improvement completed in accordance with the approved plans or remove the improvements, with all expenses incurred to be reimbursed to the ARC by the Owner.

Inspection of Work in Progress:
The ARC shall inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the

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ARC of work in process or compliance with these Design Guidelines. Inspections typically occur, as follows:

(a) Completion of foundation
(b) Completion of structural framing
(c) Completion of exterior finishes

Subsequent Changes:
Additional construction or other improvements to a Residence or Lot, or changes during construction or after completion of an approved structure, must be submitted to the ARC for approval prior to making changes or additions.

Final Inspection of the Improvements:
Upon completion of any Residence or other improvement, and prior to occupancy, the Owner shall give written notice of completion to the ARC. Within 10 days of such notification, a representative of the ARC may inspect the Residence or other improvements for compliance. If all improvements comply with these Design Guidelines, the ARC will issue a written approval to the Owner, constituting a final release of the improvements by the ARC, said release to be issued within 30 days of the final inspection. If it is found that the work was not done in strict compliance with the approved plans or any portion of these Design Guidelines, the ARC may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, said notice to be issued within 30 days of the final inspection. The Owner shall have 30 days from the date of notice of noncompliance within which to remedy the noncompliance portions of' his improvement. The Owner may request the ARC for additional time. However, if an extension is not granted, and the Owner has failed to remedy the noncompliance, the ARC may take action to remove, at the Owners cost, the non—complying Improvements as provided for in these Design Guidelines, including, without limitation, injunctive relief or the imposition of a fine.

If, after receipt of written notice of completion from the Owner, the ARC fails to notify the Owner of any failure to comply within 30 days following the ARC's inspection, the Improvements shall be deemed to be in accordance with the final plan. If a notice of approval is made by the ARC, any unused portion of the construction deposit will be refunded within thirty (30) days alter approval.

Non-Waiver:
The approval by the ARC of any plans, drawings, or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, or specification subsequently or additionally submitted for approval. Failure to enforce any of the Design Guidelines shall not constitute a waiver of same.

Right of waiver:
The ARC reserves the right to waive or vary any of the procedures set forth herein at its discretion, for good cause shown.

Exemptions:
Utility and maintenance building, structures, and cabinets located on non-residential tracts are exempt from the architectural standards portion of this document. However, the ARC will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

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## Section V Construction Regulations

In order to assure that the natural landscape of each Lot is not damaged during any construction activities; the following regulations shall be enforced during the construction period. These regulations shall be made a part of all construction contracts for each Residence or other improvements on a Lot and aid Builders, Owner, and other persons shell be bound by these regulations and any violation by a Builder shall be deemed to be a violation by the Owner of the Lot.

Occupational Safety and Health Act Compliance (OSHA):
All applicable OSHA regulations and those outlined in these Design Guidelines must be strictly observed by any Owner, Builder or other representatives while within the property of Timber Ridge.

Construction Trailers, Portable Field Offices, Etc:
Any Owner or Builder who desires to bring a construction trailer, field office, or the like to Timber Ridge shall first apply for and obtain written approval from the ARC at the time of pre-construction conference. The ARC will work closely with the Owner or Builder to determine the best possible location in the building envelope. Such temporary structures shall be located only in a location approved by the ARC and shall be removed within fifteen (15) days after certificate of occupancy is issued by the City of Whitefish.

Debris and Trash Removal:
Owners and Builders shall clean up all trash and debris on the construction site at the end of each day.

Trash and debris shall be removed from each construction site at least once a week to a dumping site located outside of Timber Ridge. Lightweight material, packaging, and other items, shall be placed in a closed container, covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and Builders are prohibited from dumping, burying or burning trash anywhere on the Lot or in Timber Ridge, except in the areas, if any, expressly designated by the ARC. Disposal of any type of chemical, cleaner, fuels, oils or any toxic or environmentally harmful materials is absolutely prohibited at Timber Ridge.

During the construction period, each construction site shall be kept neat and shall be properly maintained to prevent it from becoming a public eyesore, or affecting other Lots and any common area designated on the final plat. Any clean-up cost incurred by the ARC or the Association in enforcing these requirements will be billed to the Owner. Dirt, mud, or debris resulting from activity of each construction site shall be promptly removed from roads, common areas, and driveways or other portions of Timber Ridge.

On each construction site, the Builder must designate a wash out area within the building envelope for contractors anti suppliers to clean their equipment. The cleaning of equipment must occur, and cleaning effluent roust remain, within the specified area. Equipment cleaned in any area other than the designated area will result in the ARC imposing a tine or retaining the construction deposit to repair any damages resulting from such equipment cleaning in improper

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areas. Any trees or branches removed during construction must be promptly cleaned up and removed immediately from the construction site.

Sanitary Facilities:
Each Owner and Builder shall be responsible for providing adequate sanitary facilities for their construction workers. Portable toilets or similar temporary toilet facilities shall be located only on the site itself or in areas approved by the ARC facilities shall be emptied as necessary and contents removed from site.

Vehicles and Parking Areas:
Construction crews will not park on, or otherwise use, other Lots or any common area. Private and construction vehicles and machinery shall be parked only in areas designated by the ARC. All vehicles will be parked so as not to inhibit traffic, and within the area designated by the ARC to avoid damage to the natural landscape.

Conservation of Landscaping Materials:
Owners and Builders are advised of the fact that the Lots and open spaces contain valuable native plants and other natural landscaping materials that should be protected during construction, including topsoil, rock outcroppings, boulders, and plant materials.

Materials that cannot be removed, and are to be saved, should be marked and protected by flagging, fencing, or barriers. The ARC shall have the right to flag major terrain features or plants, which are to be preserved and fenced off for protection. Any trees or branches removed during construction must be promptly cleaned up and removed immediately from the construction site.

Excavation Materials:
Excess materials must be removed from Timber Ridge prior to the completion of construction.

Blasting:
Blasting of any type to facilitate construction is not expected within Timber Ridge. However, if it is discovered that blasting may need to occur, the ARC roust be informed far enough in advance to make sure that the applicant has obtained the advice of an expert consultant that the proposed blasting may be accomplished safely. These consultants must so advise the ARC in writing. No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the ARC based on such advice from a qualified consultant. Applicable governmental regulations should also be reviewed and observed prior to any blasting activities. The ARC's only responsibility is to require evidence of such a consultant's expertise and assurances, and shall have no liability for blasting or impact digging.

Restoration or Repair of Other Lot Damages:
Damage and scarring to Lot outside the construction envelope, including but not limited to, common area, natural vegetation, other Lots, roads, driveways and/or other Improvements will not be permitted. If any such damage occurs, the owner of the Lot will be obligated to ensure that it is repaired and/or restored promptly within 20 days at the expense of' the person causing the damage or the Owner of the Lot. Upon completion of construction, each Owner and Builder shall clean his construction site arid repair all of the Lot which was damaged, including but not limited to restoring grades, planting shrubs and trees as approved or required by the ARC, and repair of streets, concrete curbs and gutters, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

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Miscellaneous and General Practices:
All Owners will be absolutely responsible for the conduct and behavior of all individuals and entities involved with the construction of improvements on such Owner's Lot including, but not limited to, the Owner's agents, representatives, builders, contractors and subcontractors in Timber Ridge. The following practices by such individuals and/or entities are prohibited at Timber Ridge, and will be considered a violation of these Design Guidelines:

(a) Changing oil on any vehicle or equipment anywhere within Timber Ridge other than at a location designed for that purpose by the ARC.
(b) Allowing concrete suppliers and contractors to clean their equipment on the site itself other than at the locations designated for that purpose by the ARC.
(c) Removing any rocks, plant material, topsoil, or similar items from any Lot of others within Timber Ridge, including construction sites, unless it is from the site under construction and only then with prior approval from the ARC.
(d) Carrying any type of firearms within Timber Ridge.
(e) Using disposal methods or units other than those approved by the ARC.
(f) Careless disposition of cigarettes, contaminated and other flammable material. At least one 10 pound ABC-rated dry chemical fire extinguisher shall be present and available in a conspicuous place on the construction site at all times.
(g) Careless treatment or removal of any plant materials not previously approved by the ARC.
(h) Unauthorized consumption of alcoholic beverage within Timber Ridge.
(i) Use or transit over common areas.
(j) No pets shall be allowed to roam at will throughout Timber Ridge. In the event of any violation hereof, the ARC, the Association, or Declarant shall have the right to contact the applicable authorities to impound the pets, or to refuse to permit such Builder or subcontractor to continue work within Timber Ridge, or to take such other actions as may be permitted by law, the Design Guidelines, or the Declaration.

Catering trucks will not be permitted to use their horns. Also, trash generated by the purchase of items from these trucks and from construction practices must be contained and disposed of properly in trash receptacles. Repeated problems with these requirements could result in the trucks being denied admittance to the Lot.

Construction Access:
The only approved construction access during the time a Residence or other improvements are being built will be over the approved driveway for the Lot and within the construction envelope unless the ARC approves an alternative access point.

Dust, Noise and Dogs:
The contractor shall be responsible for controlling dust, noise and any dogs from the construction site in compliance with applicable government regulations and the Timber Ridge grading standards. At no time should the dust and/or noise level be such as to disturb or become a nuisance to the adjacent properties, and at no time shall a dog brought onto the construction site become a nuisance to the neighborhood. The Builder is responsible for cleaning up after any dog

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brought to site.

Signage:
Temporary construction signs shall be limited to one sign per Lot not to exceed eight (8) square feet of total area. The sign shall be free standing and the design and location of such a sign shall be approved by the ARC prior to its placement on the lot. All construction signs shall meet the following criteria:

(a) Signs shall be single faced panel type and no additional sign may be attached to them.
(b) Colors of the sign should be muted earth tones, which harmonize with the natural colors of the surrounding landscape, rather than sharply contrasting with it.
(c) Construction signs must be removed from the lot when construction is complete, as determined by a Certificate of Occupancy issued by the City of Whitefish.

No temporary construction signs shall be allowed without prior approval by the ARC.

Daily Operations and Access:
Daily contractor access will be through the designated construction access only during posted construction hours which are:

Monday—Friday 7:00 am—6:00 pm
Saturday 8:00am —6:00 pm
Sunday and designated holidays by ARC approval only.

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## Section VI Site Planning

Site Planning:
The location, orientation and elevation of all buildings and other structures must be approved by the ARC prior to submittal to the City of Whitefish. View corridors within the subject lot as well as all neighboring lots must be considered and maintained as much as possible. Natural features deemed important to the character of the neighborhood such as trees, rock outcroppings. etc. must preserved if possible.

Building Envelope:
All construction activity must be contained within the building envelope described for each individual lot. It is the Owners responsibility to confirm the limits of the building envelop and ensure that it is not disturbed.

Multiple Lot Ownership:
If an Owner owns two contiguous Lots and wants to combine the two Lots into a single homesite, the Owner may do so only with the prior consent of the ARC and approval of any governing body having jurisdiction over the proposed change. When considering combining

Lots, the Owner must recognize that the size and location of the original building envelopes shall remain the same and any requests for changes to the building envelope due to specific Lot configurations are subject to ARC approval. If a revision in the building envelope is desired, the Owner or his representative is urged to submit a proposed revised building envelope for combined Lots prior to acquisition and/or as early in the design process as is reasonable prior to design review submittal. Specific focus will be placed on, but not limited to the following:

(a) Adverse impacts to adjacent properties due to adjustments in building envelope
(b) Preservation of view corridors both to and from the newly configured Lot
(c) Building height restrictions
(d) Architectural massing.

The plat for a newly configured single Lot must be approved by the County or The City of Whitefish and must be recorded. All expenses associated with recording the new Lot and pursuing any required governmental approvals are the responsibility of the owner.

Site Grading & Retaining:
Owners are encouraged to protect and maintain the original lot condition, protecting existing watersheds and drainage ways wherever possible. Structures should be limited to the areas on the site where drainage, soil and geological conditions will provide a safe foundation. Typically, Residences should be nestled into the land, remaining 1ow in order to be a part of the site rather than being perched on it, which may result in unnecessary height of structures. Buildings and improvements should step following slopes, using split and multi-level solutions wherever possible to follow existing contours and achieve a balance of cut and fill are encouraged. When the construction is finished, the earth around the Residence and site wall should lie against the walls as nearly as possible to the angle of the original slope.

Driveway Design:
Location and design of entry driveways must be approved by the ARC. Driveways shall be a maximum of 16’ wide at the curb and are permitted to widen within the Lot.

Circular driveways are not permitted unless specifically approved by the ARC.

Fences:
Fences must be natural stained wood, not painted. See photo example of allowable fence. Other board or panel type designs may be approved by the ARC.

Fences may be constructed of natural wood at the height of 5’. Neighbors who agree must also construct a common privacy fence down the property line. These fences must be set back from the street side face of the residence a minimum of 4’. A street side face is any wall of the structure that overlooks a road, street or alleyway.

For residences constructed on corner lots, fences must be set back 4’ from any street side face or building fence that overlooks a common area.

Prior to the construction of any fence, plans indicating materials to be used and location shall be submitted to the ARC for approval. Lot lines and building envelope shall be verified by the Builder (or Owner) prior to construction.

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Any fences or walls installed by the Developer will not be removed, altered or painted without the ARCs prior written approval.

## Section VII Architectural Standards

Compliance with the Local Codes:
All building and structures erected within Timber Ridge and the use and appearance of all land within Timber Ridge shall comply with all applicable local zoning and code requirements as well as the Declaration and these Design Guidelines.

Architectural Theme:
All Residences and other Structures which are constructed will be considered Four-sided Architecture. Equal attention to all elevations in terms of detailing, materials and colors must be utilized, and will be reviewed as such by the ARC.

All buildings and other improvement erected within Timber Ridge must be approved by the ARC prior to submittal to the local government or the commencement of construction.

Preliminary architectural designs for all buildings and structures may be reviewed and tentatively approved by the ARC prior to the preparation of final plans. The ARC encourages product designs and the safe of materials and styles appropriate to the region. Architectural design should be sensitive to and compatible with the natural environment.
The ARC encourages the use of details, winch will soften and enhance the architectural design. These include:

(a) Detail and relief of windows, entrances and doors
(b) Breaks in the roofline with elevation changes
(c) Shade structures, canopies, and walks
(d) People gathering/activity spaces
(e) Attention to service spaces

Building Materials:
All exterior building materials must be approved by the ARC. The ARC strongly encourage the use of natural wood (i.e. cedar) as the siding, facia, soffit and exterior trim materials engineered wood products such as fiber cement lap siding (i.e. hardi-plank or equivalent) as well architectural metals will be considered on a case by case basis. All materials must be applied according to manufacturer specifications to insure the validity of the manufacturer's warranty and longevity of the product. Exterior decking may be an engineered decking material but the ARC reserves the right to specify allowed product and colors of such product.

All vinyl siding, soffit. and facia are specifically disallowed.

Roof and Roofing:
All roofs shall be of a material, texture, and color approved by the ARC and must be ole minimum 5/12 pitch with 2' minimum overhangs. Dormers and other roof projections may be permitted at a lower roof pitch as long as the overall appearance of the structure is not compromised in the opinion of the ARC. The overall appearance of the Residence will be an

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important consideration. Overhead screens, shade covers, patio roofs, and other similar structures shall be constructed of materials and colors to match the main roof. An owner-provided sample of the any proposed roof materials and colors shall be reviewed by the ARC during the submittal process. All vents and other roof penetrations and projections shall he colored to match the finished roof material color. No mechanical equipment of any kind will be permitted on roofs.

Roofing materials permitted include wood shakes and architectural grade asphalt composite shingles. Architectural metal roofing will be considered on a case by case basis. Asphalt composite shingles shall be at a minimum a 30 year architectural grade shingle. Alternative roofing materials may be permitted at the ARC's discretion as long as the materials are integral with the overall design of the structure.

Roof ridgelines shall be an important consideration during the design review process. Pitched roof lines may not extend more thin 40 feet in any direction without either a horizontal or vertical change in direction The overall roof structure must be compatible with the overall character of the neighborhood and the neighboring structures. The roofing material must be of a color to complement the structures exterior color scheme.

Exterior Colors:
The exterior color of all the buildings and structures must be submitted with the application to the ARC. The samples of the colors must be provided on the materials on which they will be applied and the colors and material finishes must be specified on the plans submitted to the ARC. Earth tone colors shall be permitted but the ARC will encourage the color schemes consistent with exterior colors of neighboring structures will be considered by the ARC to help insure the integrity of the neighborhood.

Any repainting or redecorating of exterior surfaces will also require submission of a color scheme to the ARC for approval unless repainting with the same color scheme used in the initial construction of the structure.

Masonry:
Masonry veneer enhances the perception of richness and quality of a Residence and provides an opportunity for added texture and color. Stone masonry, being reflective of the surrounding natural environment, is preferred over brick masonry.
The following criteria shall apply to masonry use:

(a) Faux or natural stone must conform to the natural shades of the area
(b) Blending of colors and shapes is encouraged to gain a greater sense of richness and capture the variation found in natural stone
(c) Brick must be in muted shades with modeled faces. No combed or raked surfaces are allowed
(d) Concrete block colors must be in muted shades
(C) Masonry elements must be integral to the architecture and not merely an applied feature
(f) Masonry shall wrap masses in their entirety
(g) Applied cut stone tiles are acceptable
(h) Stone grouting thickness should be understated in proportion to the stone thickness, or not visible, as in the case of ledge stone applications. Large mortar joints or 'weeping mortar" are not allowed

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Height of Residences and Structures:
The ARC intends to discourage, and has the right to prohibit, the construction of any Residence or other structure which would appear excessive in height when viewed from the street or other Lots anywhere in Timber Ridge.

Building projections such as chimney flues will be reviewed on an individual basis by the ARC and their compliance with the height restrictions determined accordingly.

Maximum height is 35’ to ridge of highest roof .

Retaining walls:
Retaining walls and other walls not directly supporting a Residence or structure, except screen walls, shall not exceed 6 feet in height, measured from the lowest natural grade (measured on the outside of the wall) adjacent to the wall. The appearance of such walls over 4 feet in height must incorporate a 6-foot separation between walls to be softened by landscaping. Retaining walls which directly support a Residence or structure will be considered part of the elevation and will therefore be included in the overall height restrictions as listed above and reviewed by the ARC accordingly. Screen and freestanding wails may not exceed 4 feet in height measured from the lowest natural grade adjacent to tile wall.

Size and Massing:
Each Residence must be composed of multiple masses with each mass distinguished by a minimum vertical and horizontal offsets of two (2) feet. At least two distinct masses, with a maximum of a 50’ dimension along any given wall plane, must be visible from each building elevation and the size of each must be in proportion to the overall scale of the Residence.

Building Projections
All projections from a Residence or other structure including, but not limited to, chimney flues, extended overhangs, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways shall match the color of the surface from which they project, or shall be of an approved color. Any building projection must be contained within the building envelope.

Antennae/Satellite Dishes:
There shall be no antennae which extends beyond the highest roofline or satellite dish of any sort (except 24 inch satellite dishes) either installed or maintained, which is visible from any neighboring building envelope or as required by local codes. The ARC shall have the right to impose reasonable requirements with regard to the installation of any and all antennae and satellite dishes (including, but not limited to, 26 inch satellite dishes) in accordance with F.C.C. regulations. The locations of antennae and or satellite dishes must be shown on the elevations submitted with the plans for ARC review.

Windows and Skylights:
Windows and clerestories of vinyl, wood with aluminum cladding, or wood are preferred for the local climate. Skylights will only be permitted on pitched roofs on a case-by-case basis and must be integrated in the roof design and glazing must be a color compatible with adjacent roof color. White vinyl windows are permitted as long as the required wood trim surrounding the windows is also painted white and is part of the overall design of the building.

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Patios and Courtyards:
Patios and courtyards shall be designed as an integral part of the architecture of the Residence.

Barbeques, Firepits and Fireplaces:
Built-in barbeques, firepits and/or fireplaces must be contained within the rear yard patio or courtyard. Chimney elements must be sited to avoid obstructing views from adjacent properties. Also, caution roust be exercised to avoid the proximity of smoke to neighboring Residences. The chimney element of such improvements must set back a minimum often 10 feet from any side or rear view fence panel. Gas and wood burning units will be allowed only as permitted by environmental regulations.

Walls:
Walls or fences may be used for privacy, to delineate the private areas from the rest of the building envelope, and as screening for cars and service areas of the Residence. They should be a visible extension of the architecture of the Residence, and must be located within the construction envelope. The colors of exterior walls must conform to the same color standards as described above. Privacy or screen walls exceeding 3 feet in height from the lowest natural grade adjacent to the outside wall must be approved by the ARC.

Service Yard:
Walls or adequate planting are required as screening for a service yard, if any, to enclose above-ground garbage and trash containers, and other outdoor maintenance and service facilities, which must be of sufficient height so equipment may not be visable from a neighboring Lot.

Greenhouses:
All greenhouses must be ARC approved.

Awnings:
Awnings must be retractable and require ARC approval. Awning overhang colors must complement the Residence exterior.

Foundations:
All exterior wail materials must be continued down to finish grade, thereby eliminating unfinished foundation walls and/or footings, outside or inside.

Ancillary Structures:
All ancillary structures, including but not limited to armadas, gazebos, and pavilions, should be designed in the same architectural style as the main Residence including use of colors, exterior materials, and landscaping. They mast be visually connected by walls, courtyards or other major design elements.

Basketball Hoops and Other Recreational Facilities:
Basketball hoops and backboards may be installed on any Residence, when approved in advance by the ARC. The installation of such items will be subject to any stipulations imposed by the ARC. Particular attention will be given to the visual and acoustic privacy of adjacent Lots, as well as color and visibility of its location.

Ornamental Objects:
Exterior ornamental objects such as, but not limited to, metal, ceramic, or wood sculptures, fountains, ponds, statues and plastic characters require ARC approval. These objects are not

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permitted in front or street side yards. Approved fountains may be installed in rear yards only and shall be limited in height to five (5) feet above finished grade of the Lot and must be compatible with the architectural character of the community.

Flag Poles:
Freestanding flagpoles will not be allowed on any Lot. The American flag, State of Montana flag or other appropriate flag may be displayed if it is hung from a pole bracket that is mounted to the Residence, suspended from a roof overhang or as otherwise permitted by local authorities.

Building Orientation:
The location and orientation of all buildings and structures must be approved by the ARC prior to submittal to the City of Whitefish for construction permits. Building orientation and design should maximize energy efficiency.

Fire Protection System:
Sprinklers are strongly suggested but not required.

Garage and Parking Spaces:
Garage doors must be integrated with the design of the Residence in material and massing. Detached garages are permitted in compliance with applicable building codes. Where possible, main garage openings should be oriented away from views from the street. Each Residence shall contain parking space within the Lot for at least two automobiles in an enclosed garage. Carports are not allowed. Two additional parking spaces are required to accommodate guest parking.

Driveways:
All driveways must flare at the intersection with a street. The flare shall measure a six (6) to eight (8) foot radius from the driveway / street intersection.

All driveways must he constructed of either asphalt, industry grade gray concrete, pavers, integrally colored concrete, exposed aggregate concrete or flagstone. Feature bands of separate materials may be approved by the ARC on a case by case basis.

Setbacks:
Setbacks must conform to those as indicated and as recorded on the Pint. No improvements may fall within the minimum setbacks.

Lighting:
The following lighting criterion for Timber Ridge has been carefully considered. The intent of this criteria is to create a unified, natural effect which will not interfere or compete with the night time views. Any additional individual lighting may only be approved by the ARC if it is limited to a small area within the building envelope and will not result in excessive glare. In an effort to allow each Owner the flexibility and freedom to creatively resolve unique conditions, the ARC will ultimately consider the acceptability of each installation and its resultant light levels and visual effects on surrounding properties and common areas on a case-by-case basis.

The ARC will not approve a lighting design as part of the design review process if it is not in strict compliance with these Design Guidelines, however, it will review alternative installations in the field, if requested by the Owner in writing. In order to avoid excessive costs, it is required that any variations from the approved final design be mocked up for ARC review prior to

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permanent installation. The ARC accepts no liability for any costs or hardships resulting from lighting installations found to be unacceptable to the ARC, and all such findings shall be at the sole and final discretion of the ARC.

Interior Lighting
Interior lighting becomes a concern of the ARC when the tight that spills to the exterior causes glare when seen from neighboring properties or common areas. Special attention should be given to the aiming and brightness of display lighting and other intense accent lighting as it may be reflected to the exterior, particularly through high windows, clerestories or skylights that are allowed. Darkly tinted glazing may he used on skylights and clerestories, and dark tinting of glass areas or the use of window coverings at other doors and windows may be required to reduce light spill from interior spaces that may require exceptionally high light levels.

Exterior Lighting:
Exterior lighting as used here shall mean light sources that are located outside the home. Exterior lighting serves one of three general purposes for the purposes of these Design Guidelines: a) safety; b) security; and c) recreational for the visual enjoyment of outdoor living spaces as characterized below:

a) Safety Lighting
Low voltage lighting mounted in a low profile mariner may be used to illuminate vehicular and pedestrian circulation and assist in circulation outdoors.

b) Security Lighting
This lighting is intended to provide bright illumination during emergency situations only, which may include unauthorized trespass, unusual or threatening sounds and/or activities. It must be circuited and controlled separately from any and all other lights. All security lighting must be controlled by sensors.

c) Recreational Lighting
Lighting intended to illuminate exterior living areas, such as patios, landscaping behind walls or in private areas. Such lighting may be used only during waking hours. Lighting for visual enjoyment may often provide for safety requirement around outdoor living areas arid safety lighting may sometimes contribute to the visual enjoyment of the landscape. Because of differences in the frequency and duration of use and the objective of minimizing unnecessary lighting, these lighting functions must be circuited and controlled separately.

Landscape Lighting:
Upward directed lights will be limited to illumination of only large, mature specimen trees as specifically approved by the ARC and must be limited to a total of 50 watts or three (3) light fixtures, which ever is less.

Driveways:
A maximum of two (2) horizontally directed lights mounted in the ground may be approved to illuminate a driveway intersection with the street.

Holiday Lighting:
Lighting for holidays is allowed, however, every effort should be made to mount such displays in locations that are not obtrusive to, or damage the natural environment. All holiday lighting should be in place for only 30 days prior to and ten days after the date of holiday.

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Wattage:
The maximum wattage of any exterior light fixture is 50 watts.

Mounting:
Unless otherwise approved by the ARC, exterior lighting shall be mounted as follows:
In the ground or on a post not exceeding 18" above grade;
In or upon a wall not exceeding 8' above grade:

Aiming:
All exterior lights shall be considered either uplights or downlights in accordance with the following requirements:

(a) Uplights
A maximum of three (3) uplights are allowed. Such lights must be aimed so that the focus of the light source is within 10 degrees of vertical. An exception would be those fixtures mounted below a roofed patio area that are aimed upward. The light source of such fixtures must be fully shielded behind the eaves and therefore such fixtures will not be counted in the maximum number of allowable uplights. Uplights that cause light spill into the night sky will not be approved.

(b) Downlights
No maximum number of downward directed lights has been determined. However, they must be mounted in an approved manner ad must be aimed downward within 10 degrees of vertical and shielded so that no light source may be visible. The ARC reserves the right to reject a downward directed light if, in its sole discretion, it appears excessive, inappropriate, or not in conformance with the lighting philosophy of Timber Ridge.

All lighting design and location must be approved by the ARC.

Lot Restrictions:
No more than one Residence may be constructed on any Lot.

Machinery and Equipment:
No machinery, fixtures or equipment of any type, including but not limited in, heating, cooling, air conditioning and refrigeration equipment and clotheslines, may be placed on any Lot without the prior approval of the ARC. Approval shall be conditioned upon proper screening or concealment from view of a neighboring Lot. The screening or concealment shall be solid and integrated architecturally with the design of the building or structure, shall not have the appearance of a separate piece or pieces of machinery, fixtures, or equipment. Said screening shall be constructed and positioned in such a manner so it is level and plumb with horizontal and vertical building components and shall be structurally stable in accordance with sound engineering principles. Ground mounted air conditioning units shall be concealed by a solid enclosure on all sides visible from a neighboring property or the street. Location and screening shall be approved by the ARC. Wind turbines are not allowed.

Water Conservation:
Water conserving accessories, appliances and facilities are required within and in connection with each Residence and other improvements within Timber Ridge. Such facilities shall include,

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but not be limited to, low flow showerheads, flow reducers on faucets, water conserving lavatories, washing machines and dishwashers.

Garbage:
No garbage or trash may be placed on any Lot except in covered containers meeting the specifications of the local jurisdiction. Rubbish, debris, and garbage shall not be allowed to accumulate. Each Owner shall be responsible for removal of rubbish, debris and garbage not only from his Lot but also from all public rights-of-way either fronting or siding his Lot excluding (a) private roadway improvements and (b) those areas specified on a Tract Declaration or subdivision plat be maintained by Timber Ridge Homeowners Association.

Utility and Service Lines:
No gas, electric, power, telephone, water, sewer, cable television or other utility or service lines of any kind may be placed, allowed, or maintained upon or above the ground of any Lot except to the extent, if any, that underground placement may be prohibited by law or would prevent the subject line from being functional. Above ground service pedestals, splice-boxes, switch cabinets and transformers will be permitted, where required for public utilities or the landscaping of common areas.

## Section VIII Landscape Design Guidelines

Landscaping:
Type, size and location of all tree(s) and shrub material shall be reviewed by the ARC. Shrubs will be required in all yards and will be utilized to soften and screen. As a minimum, all landscapable areas within a Lot must utilize sufficient plant material to conceal disturbed areas and return them to their preconstruction densities. All bare earth must be covered by an approved organic material to provide a clean, dust-free appearance.

All completed Residences must have all yards landscaped and trees planted within eighteen (18) months of commencement of construction. All unsold spec units must have their front yards landscaped and trees planted within six (6) months of completion. Prior to landscaping, all yards must be maintained in a neat, debris-free condition.

No tree, shrub, or plant of any kind on any lot may overhang or otherwise encroach upon roads or other pedestrian ways from ground level to a height of eight (8) feet, without the prior approval of the ARC.

In all site design and site layout, careful attention to common area and any view corridors is important and will be considered during review by the ARC.

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## Section IX Definitions

Unless the context otherwise specifies or requires the following words or phrases when used in these Design Guidelines shall have these specific meanings. Terms defined in the Declaration shall have the meaning specified herein.

Architect:
'Architect' means a person appropriately licensed to practice architecture or landscape architecture in any of the United States and who provides "Qualified Design Services".

Builder:
'Builder' means a person or entity engaged by an Owner for the purpose of construction of any Improvement within the project. The Builder and Owner may be the same person or entity. If a Builder is not the same as the Owner, the ARC will require the Builder to be registered with the State of Montana and provide proof of liability said worker's compensation insurances.

Building Envelope:
'Building envelope' means that portion of a Lot which encompasses the maximum allowable developable area of the Lot as specified by the ARC. Modification of the building envelope can only be made by the ARC (and with the approval of the City of 'Whitefish). The building envelope must comply with the City of Whitefish WR-2 zoning requirements.

Combined Lots:
'Combined Lots' refers to the grouping or clustering of two or more Lots into one replatted Lot. The building envelope shall not increase over and above the permitted building envelope permitted on the largest of the lots combined unless approved by the ARC.

Common Area/Public Area:
'Common Area' or 'Public Area' means all land and improvements now or hereafter designated as such on the flat, the Declaration, or the Association Rules.

Construction Deposit:
'Construction Deposit' means the amount as specified by the Architectural Review Committee (ARC), which must be remitted prior to beginning any residential construction in Timber Ridge, if the Owner, Builder or any of their agents should violate the Declaration or these Design Guidelines and it becomes necessary for either the ARC to remedy the violation, the cost of the remedy may be charged directly to the Owner / Builder or against the builder's deposit. This amount is subject to change at the sole discretion of the ARC.

Construction Envelope:
'Construction envelope' is the specified area on a Lot or parcel within which all structures, driveways, parking, nonnative landscaping, water surfaces, decks, walks, and improved recreation facilities are located. Underground utilities may be located outside the construction envelope.

Declaration:
'Declaration' means the Declaration of Covenants, conditions, and restrictions for Timber Ridge, as amended and recorded from time to time.

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Designer:
'Designer' means an individual who has demonstrated competency in the site analysis, planning and technical knowledge in en environment with similar opportunities and constraints as are common in Timber Ridge.

Architectural Review Committee (ARC):
'Architectural Review Committee' means the reviewing body which reviews and approves all submitted improvements established pursuant to the Declaration.

Design Guidelines:
'Design Guidelines' means the restrictions, review procedures, and construction regulations adopted and enforced by the Architectural Review Committee (ARC) as set forth herein and as amended and supplemented from time to time by the ARC.

Excavation:
'Excavation' means any disturbance of the surface of the land (except to the extent reasonably necessary for planting of approved vegetation), including any trenching which results in the removal of earth, rock, or other substance from a depth of more than 12 inches below the natural surface of the land or any grading of the surface.

Fill:
'Fill' means any addition of earth, rock, or other materials to the surface of the land, which increases the natural elevation of such surface.

Four-sided Architecture:
'Four-sided architecture' shall mean all elevations of a residence being considered as equal, distinct planes in their level of design and articulation, and will be reviewed as such by the ARC.

Improvements:
'Improvements' means any change, alteration, or addition to a Lot, including any excavation, fill, residence or buildings, outbuildings, roads, driveways, parking areas, walls, retaining walls, stairs, patios, courtyards, hedges, poles, signs and any structure or amenity of any type or kind. Exterior art and sculpture which is visible from neighboring Lot or common area is also considered an improvement.

Indigenous Species:
'Indigenous Species' means species of plant, whether groundcover, shrub, or tree that is found in any natural area and is referenced in these design guidelines from time to time.

Light Reflective Value (LRV):
'Light Reflective Value' is the reflectivity of a surface measured by a calibrated light meter. The value represents the percentage of light reflected from a space-pure white. White has an LRV value equal to l00% while flat black has an LRV value equal to 0%.

Lot:
'Lot' means a subdivided Lot or other building site as shown on the flat.

Lot Survey:
'Lot Survey' means that information obtained through an engineer or surveyor depicting existing features, inventory, and Lot configuration.

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Natural Grade:
'Natural Grade' is the existing contour of a home site, prior to the time any alterations, grading, or site work is done to the Lot.

Common Area:
'Common area' means all land and common areas now or hereafter designated as such on the Plat, or the Declaration or the Association Rules.

Owner:
'Owner' means the Owner of a Lot for the purpose herein, the Owner may act through such Owner's agent, provided that such agent is authorized in writing to act in such a capacity.

Privacy Walls:
'Privacy Walls' means walls not to exceed 6' in height to be constructed of materials compatible with the exterior of the house, used to screen garbage areas, dog runs, barbecue areas, hot tubs, etc.

Private Area:
'Private Area' means that part of the building envelope which is surrounded by walls and is not visible front any adjacent Lot or common area.

Residence:
'Residence' means the building or buildings, including any garage, and other accessory buildings, used for residential purposes on a Lot, and any improvements constructed in connection therewith. Unless otherwise defined, 'Residence' shall mean single-family Residence.

Structure:
'Structure' means anything constructed or erected on a Lot, the use of which requires location on the ground or attachment to something having location on the ground.

Walkout:
'Walkout' shall mean that portion of the Residence which is partially constructed underground, and as such has at least one elevation which is visible from the downhill side of any Lot.

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# TIMBER RIDGE ARCHITECTURE COMMITTEE
# DESIGN REVIEW APPLICATION

PROPERTY STREET ADDRESS: _____

STATE: _____ ZIP: _____

NAME(S) OF PROPERTY OWNER: _____

PROPERTY OWNER EMAIL ADDRESS: _____

PHONE NUMBER (HOME)_____ (WORK)_____

MAILING ADDRESS (IF DIFFERENT PROM ABOVE):
_____

STATE: _____ ZIP: _____ LOT:_____

ESTIMATE COMMENCEMENT DATE_____

ESTIMATE COMPLETION DATE _____

ACKNOWLEDGEMENT OF RECEIPT OF BUILDER'S DEPOSIT/REVIEW FEE IN THE AMOUNT OF:

Amount $ _____ Received By _____Date_____

REQUEST FOR APPROVAL
The ARC may void any approval or deny any application that misrepresents a material fact. Incomplete applications will not be accepted for approval considered. Signatures must be of the legal property owners or owner's authorized agent.

Permission is hereby granted to members of the Timber Ridge ARC and Whitefish West Limited Partnership to enter onto the subject property as needed in preparation for the review of this application and during construction for the purpose of conducting in-progress inspections.

Acknowledgement & Agreement
I hereby acknowledge that I have received a current copy of the Timber Ridge Design Guidelines including the Design Review Process and Checklist form; I have read and understand all of these documents and agree to fully comply and be bound by the provision described there-in.

_____ _____
OWNER'S SIGNATURE DATE OWNER'S AGENT SIGNATURE DATE

_____ _____
Please Print Please Print

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# Design Review Process and Checklist

A signed copy of this checklist must be submitted with your Design Review Application

Pre-design Meeting:

- Acknowledge receipt of design guidelines
- Discuss neighborhood vision and architectural goals of Timber Ridge
- Discuss owner's conceptual design
- Review ARC submittal process and approval

Design Submittal:

- 3 sets of submittal plans are required
- Site plan (1'=20'-0" minimum)
- "*Results* of Survey" or topographic plan of Lot
- Roof plan (l/8"= 1'-0" minimum)
- Floor plan (l/8'= I '-0" minimum)
- Exterior Elevations (l/8" 1'-0")
- Samples of all exterior materials and colors
- Preliminary staking of all major improvements on the site, if requested
- Submit construction schedule
- Construction specifications
- Building Sections, details of patios and courtyards
- Exterior lighting plan and lighting fixtures cut sheets
- Landscaping plan; irrigation plan; proposed plan materials; identify protected plants; the storage area for plants, materials and debris
- Notification of any changes made by the City of Whitefish
- Design review fee
- Other items as requested by the ARC

Pre-Construction Conference:

- Submit a copy of the City of Whitefish building permit
- Review site requirements with the ARC representative
- Construction deposit must be submitted
- Review construction schedule
- Submit a site plan identifying location of any construction trailer, field office, etc.
- Drawing of proposed construction sign, if any.

In Progress Inspection and Certificate of Occupancy:

- The ARC will be conducting on-site progress inspection to ensure approval compliance.
- Submit a copy of the City of Whitefish Certificate of Occupancy following issuance to the ARC.

Acknowledgement & Agreement

I herby acknowledge that the information I am submitting for design review accurately represents the intended improvement(s) and that any changes, variances to deviations from this submittal must be approved by the ARC before being implemented.

| | | | |
|---|---|---|---|
| OWNER'S SIGNATURE | DATE | OWNER'S AGENT SIGNATURE | DATE |

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# PART N:
# TREE PRESERVATION PLAN

## N.1 – TREE PRESERVATION PLAN

Any requirements affiliated with tree preservation shall be defined within the subdivisions Codes, Covenants, and Restrictions (CC&R's) along with any pre-established City of Whitefish requirements. Timber removal on the Property shall be limited to creating building envelopes, road and driveway construction, and fire management and prevention. The Declarant or Timber Ridge Homeowner's Association shall review applications for timber removal and shall be responsible for enforcement of its decisions and violations thereof.

# PART O:
# TRAFFIC IMPACT ANALYSIS

## O.1 – TRAFFIC IMPACT ANALYSIS

According to 12-4-15 of the subdivision regulations any subdivision generating two hundred (200) or more average daily trips to the city streets shall complete a traffic impact study (TIS). Given that the proposed subdivision has 15 lots and the ITE Trip Generation Manual attributes an average of 9.57 vehicle trips per day per lot/unit, the proposed subdivision would generate 144 vehicle trips per day. Therefore a TIS was not required for this project.

# PART P:
# COMMON AREA

## P.1 – COMMON AREA

Common area for this subdivision consist of approximately 4,573.50ft^2 of open space that is to be utilized as a stormwater management area. Please see section M for a preliminary draft copy of the CC&R's that defines the management of this area.

# PART Q:
# PHASING

## Q.1 – SUBDIVISION PHASING

Currently there are no intentions on phasing and the entire project should be completed in one phase.

# PART R:
# COMMUNITY IMPACT REPORT

# R.1 – COMMUNITY IMPACT REPORT

Please see section S (Environmental Assessment) for information pertaining to the Community Impact Report.

# PART S:
# ENVIRONMENTAL ASSESSMENT

# ENVIRONMENTAL ASSESSMENT

FOR

**TIMBER RIDGE SUBDIVISION**

**OWNER:**
**WHITEFISH WEST LIMITED PARTNERSHIP**
**109 SIERRA VISTA CT**
**LETHBRIDGE, ALBERTA**
**TIJ 4P4**

March 2014

**PREPARED BY:**
**48 NORTH P.C.**
**151 BUSINESS CENTER LOOP, STE A**
KALISPELL, MONTANA 59901

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# TIMBER RIDGE SUBDIVISION - ENVIRONMENTAL ASSESSMENT

## Site Data

The proposed subdivision referenced as Timber Ridge is located 3 blocks west of State Park Road and is approximately 1.63 miles west of downtown Whitefish, MT. The subject property is bounded to the south by Haugen Heights and Ice House Terrace subdivision, to the north by undeveloped land that is privately owned, to the north by Lake Park Lane and a privately owned tract of land with a single family dwelling, and to the east by two tracts of privately owned land, of which one of those tracts contains a single family dwelling. The area considered for this assessment entails one tract of land that consists of 4.390 acres. The property has the legal description of Lot 4 of block 11 of Lake Park Addition, southwest quarter of the southwest quarter of Section 26, Township 31 North, Range 22, Flathead County, Montana. Please see Part C of the Preliminary Plat application package for a copy of the following referenced or stated Preliminary Plat, vicinity maps, and exhibits.

## PART 1 – RESOURCE ASSESSMENT

### 1. Surface Water

*Locate on a plat overlay or sketch map:*

a. *Any natural water systems such as streams, rivers, intermittent streams, lakes or marshes (also indicate the names and sizes of each).*

**To the best of our knowledge we are unaware of any natural surface water systems within the subject boundary. Please see Part C of the Preliminary Plat application for vicinity maps and exhibits.**

Source: Montana Department of Environmental Quality – Water Quality Information; accessed at http://deq.mt.gov/wqinfo/default.mcpx
Source: Montana Natural Resource Information System– Digital Atlas of Montana; accessed at http://maps2.nris.mt.gov/mapper/

b. *Any artificial water systems such as canals, ditches, aqueducts, reservoirs, and irrigation systems (also indicate the names, sizes and present uses of each).*

**To the best of our knowledge we are unaware of any artificial water systems within the proposed boundary. Although a full stormwater analysis has not been performed at this time, it is anticipated that the any potential additional flows will be managed onsite within the stormwater management facility. Please see Part C of the Preliminary Plat application for vicinity maps and exhibits.**

Source: Montana Department of Environmental Quality – Water Quality Information; accessed at http://deq.mt.gov/wqinfo/default.mcpx
Source: Montana Natural Resource Information System– Digital Atlas of Montana; accessed at http://maps2.nris.mt.gov/mapper/

c. *Time when water is present (seasonally or all year).*
**To the best of our knowledge we are unaware of any standing water on the site. Potentially during the spring there could be minimal amounts of standing water in isolated areas in affiliation with springtime snow melt. However this water would be typical to any other locale in the region that accumulates snow.**

Source: Montana Department of Environmental Quality – Water Quality Information; accessed at http://deq.mt.gov/wqinfo/default.mcpx
Source: Montana Natural Resource Information System– Digital Atlas of Montana; accessed at http://maps2.nris.mt.gov/mapper/

d. *Any areas subject to flood hazard, or in delineated 100 year floodplain.*
**The Flood Insurance Rate Map (FIRM) identifies the project site as being located in flood Zone X. This information was obtained from Flood Insurance Rate Map (FIRM) number 300029C, Panel 1090 of 3525. Fema Zone X is defined as an area out the 500 year flood having a .2% chance of annual flooding. Please see Part K of the Preliminary Plat application for a copy of the FIRM.**

Source: FEMA – Map Service Center; accessed at http://gis1.msc.fema.gov/Website/newstore/Viewer.htm

e. *Describe any existing or proposed streambank alteration from any proposed construction or modification of lake beds or stream channels. Provide information on location, extent, type and purpose of alteration, and permits applied for.*
**The proposed project does not entail any proposed alterations to stream banks, lake beds or stream channels. Please see Part C of the Preliminary Plat application for vicinity maps and exhibits.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish Planning Department.

## 2. Groundwater

*Using available data, provide the following information:*

a. *The minimum depth to water table and identify dates when depths were determined. What is the location and depth of all aquifers which may be affected by the proposed subdivision? Describe the location of known aquifer recharge areas which may be affected.*
**During the onsite geotechnical investigation, no groundwater was encountered within the test pits. In review of the GWIC website, the nearest neighboring well located on the adjacent property to the east identifies the static water level of being 57 feet below the surface level. Shallow seasonal groundwater is likely to be present between mid-March to mid-June. Seasonally shallow groundwater has been observed in lower elevation subdivision to the east and spring activity has been observed on property just south of the proposed subdivision.**

Source: GWIC-Montana Bureau of Mines and Geology; accessed at http://mbmggwic.mtech.edu/sqlserver/v11/reports/SiteSummary.asp?gwicid=133155&agency=mbmg&reqby=M&
Source: 48 North P.C. – Onsite visits and information obtained from the CMG geotechnical site investigation

b. *Describe any steps necessary to avoid depletion or degradation of groundwater recharge areas.*

**The proposed project will utilize the City's public water and wastewater infrastructure facilities. The City of Whitefish utilizes surface water for its source of drinking water and waste water is treated in the municipal wastewater treatment plant and discharges in the Whitefish River. It is not anticipated that any new wells are to be installed for this project; therefore it is not anticipated that there should be any impact to the groundwater supply or aquifer.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish Planning Department.

## 3. Topography, Geology and Soils

a. *Provide a map of the topography of the area to be subdivided, and an evaluation of suitability for the proposed land uses. On the map identify any areas with highly erodible soils or slopes in excess of 15% grade. Identify the lots or areas affected. Address conditions such as:*

*i Shallow bedrock*
*ii Unstable slopes*
*iii Unstable or expansive soils*
*iv Excessive slope*

**The terrain varies in slope across the entire project area, but primarily slopes from the west to the east. There is an elevation difference of approximately 27 feet between the southwest to the northeast corner. The majority of the lots are anticipated to have daylight style buildings which are fitting for this type of terrain. Please see Part C of the Preliminary Plat application for vicinity maps and exhibits and Part L for a copy of the Geotechnical Investigation performed by CMG Engineering.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

b. *Locate on an overlay or sketch map:*

*Any known hazards affecting the development which could result in property damage or personal injury due to:*

*A. Falls, slides or slumps -- soil, rock, mud, snow.*
*B. Rock outcroppings*
*C. Seismic activity.*
*D. High water table*

**The geology of the site is primarily Pleistocene glacial deposits, consisting largely of unsorted and unstratified alluvial and colluvial sediments, talus, and boulder fields. Please see Part C of the Preliminary Plat application for vicinity maps and exhibits and Part L for a copy of the Geotechnical Investigation performed by CMG Engineering.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

c. *Describe measures proposed to prevent or reduce these dangers.*
**Although thinning of trees will be necessary for development of the lots and fire hazard reduction, all attempts will be made to maintain a moderate to high vegetative density on the steeper sections of the bench and adjacent areas in order to minimize erosion and chances of sloughing and sliding, and to maintain the aesthetics of the treed areas. Exposed rock outcroppings are not prevalent throughout the site. Seismic activity is primarily accounted for through adopted building codes which establish mitigation standards. The water table appears to be at a sufficient enough depth to insure proper buffer protection zone and enable anaerobic breakdown to occur.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

d. *Describe the location and amount of any cut or fill more than three feet in depth. Indicate these cuts or fills on a plat overlay or sketch map. Where cuts or fills are necessary, describe plans to prevent erosion and to promote vegetation such as replacement of topsoil and grading.*
**Primary grading comprised of cut and fills will occur within the proposed public 60 foot right of way corridor that runs south to north. Additional grading will be required to transition the adjacent lots into the road corridor. It is not anticipated that any additional grading will be required along the back of the lots or basically the outer property boundary. Please see Part C of the Preliminary Plat application for vicinity maps and exhibits and Part F for a copy of the preliminary grading plan.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

**4. Vegetation**

a. *On a plat overlay or sketch map:*

i. *Indicate the distribution of the major vegetation types, such as marsh, grassland, shrub, coniferous forest, deciduous forest, mixed forest.*
**Please see Part C of the Preliminary Plat application for vicinity maps and exhibits and Part F for a copy of the preliminary grading plan.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

ii. *Identify the location of critical plant communities such as:*
   A. *Stream bank or shoreline vegetation*
   B. *Vegetation on steep, unstable slopes*
   C. *Vegetation on soils highly susceptible to wind or water erosion*
   D. *Type and extent of noxious weeds*

**Please see Part C of the Preliminary Plat application for vicinity maps and exhibits and Part F for a copy of the preliminary grading plan.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

*b. Describe measures to:*

*i. Preserve trees and other natural vegetation (e.g. locating roads and lot boundaries, planning construction to avoid damaging tree cover).*

**Tree preservation will primarily be focused in the areas that are outside of the project improvement areas such as roads and building envelopes.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

*ii. Protect critical plant communities (e.g. keeping structural development away from these areas), setting areas aside for open space.*

**To the best of our knowledge we are unaware of any critical plant communities within the proposed improvement areas.**

Source: Montana Natural Heritage Program – Plant Species of Concern Report; accessed at http://mtnhp.org/

*iii. Prevent and control grass, brush or forest fires (e.g. green strips, water supply, access.)*

**The intent of the proposed subdivision is to strike a balance between preserving the sites timber and selectively thinning to provide defensible space to the future residents of the subdivision. The subdivision will extend City water into the subdivision and place fire hydrants meeting fire flow along the proposed street system. The project will be developed with irrigated lawn, shrubs and trees which are not considered wildfire fuels. The property is located within the City limits of Whitefish and will utilize City water service, therefore city water mains will be extended into the subdivision along with fire hydrants providing fire flow.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

*iv. Control and prevent growth of noxious weeds*

**The prevention of noxious weeds is a requirement of the contractors through the construction standards for City of Whitefish and Montana Public Works. Upon completion of said improvements, it will then become the responsibility of the lot owners through the established CC&R's and open space through the HOA to properly maintain weed free areas.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

**5. Wildlife**

*a. Identify species of fish and wildlife use the area affected by the proposed subdivision.*

**The site contains no lakes or streams and therefore has no significant effect on wetland or aquatic species. Major species that can be expected in this habitat include typical forest and grassland species, such as deer, fox, coyotes, hawks, owls, turkey, rabbits, rodents, and songbirds. The site is not mapped as Crucial Big Game winter range as depicted in Figure 23 of the Resource and Analysis Report for the Whitefish City – County Growth Policy. The property is, as is most of Whitefish, located in Moose Winter Range, Figure 25 of the**

**Resource and Analysis Document. These maps were updated in 2002 by the Tri-City Planning Office.**

b. *On a copy of the preliminary plat or overlay, identify known critical wildlife areas, such as big game winter range, calving areas and migration routes; riparian habitat and waterfowl nesting areas; habitat for rare or endangered species and wetlands.*
**The site is not mapped as Crucial Big Game winter range as depicted in Figure 23 of the Resource and Analysis Report for the Whitefish City – County Growth Policy.**

c. *Describe proposed measures to protect or enhance wildlife habitat or to minimize degradation (e.g. keeping buildings and roads back from shorelines; setting aside wetlands as undeveloped open space).*
**To ensure that new bear attractants are not created on the site with the proposed development. The development will comply with the City of Whitefish policy of requiring refuse containers to be stored within an enclosure except for the day of pick-up.**

Source: Montana Fish Wildlife and Parks-Species of Concern; accessed at http://fwp.mt.gov/fishAndWildlife/species/speciesOfConcern/
Source: Montana Fish Wildlife and Parks-Crucial Areas; accessed at http://fwp.mt.gov/fishAndWildlife/conservationInAction/crucialAreas.html
Source: Montana Natural Heritage Program; accessed at http://mtnhp.org/
Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

## PART II - SUMMARY OF PROBABLE IMPACTS

*Summarize the effects of the proposed subdivision on each topic below. Provide responses to the following questions and provide reference materials as required:*

### 1. Effects on Agriculture

a. *Is the proposed subdivision or associated improvements located on or near prime farmland or farmland of statewide importance as defined by the Natural Resource Conservation Service? If so, identify each area on a copy of the preliminary plat.*
**To the best of our knowledge we are unaware of any past or present information regarding farmland uses uses for the subject property. In review of the City of Whitefish Growth Policy the area is urban land use. In review of the Flathead County Growth Policy the area appears to be identified as within the city jurisdiction; however appears to be adjacent to area identified as agricultural land use. The subject area did not appear to be mapped in the 1960 Upper Flathead Valley Area Soil Survey.**

b. *Describe whether the subdivision would remove from production any agricultural or timber land.*
**According to the Flathead County Growth Policy the designated area is not with in areas designated as farmland production areas or corporate timber lands.**

c. *Describe possible conflicts with nearby agricultural operations (e.g., residential development creating problems for moving livestock, operating farm machinery, maintaining water supplies, controlling weeds or applying pesticides; agricultural operations suffering from vandalism, uncontrolled pets or damaged fences).*
**To the best of our knowledge we do not believe the proposed subdivision would create any conflicts nearby agricultural operations.**

d. *Describe possible nuisance problems which may arise from locating a subdivision near agricultural or timber lands.*
**To the best of our knowledge we do not believe any nuisances would arise in affiliation to agricultural or timber lands from the proposed subdivision.**

e. *Describe effects the subdivision would have on the value of nearby agricultural lands.*
**To the best of our knowledge we do not believe the proposed subdivision would have any effects on any nearby agricultural lands.**

Source: Flathead County GIS; accessed at http://maps.flathead.mt.gov/ims/default.aspx
Source: Google Earth
Source: USDA – Natural Resources Conservation Services; accessed at http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx
Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

**2. Effects on Agricultural Water User Facilities**

a. *Describe conflicts the subdivision would create with agricultural water user facilities (e.g. residential development creating problems for operating and maintaining irrigation systems) and whether agricultural water user facilities would be more subject to vandalism or damage because of the subdivision.*
**According to the DNRC there are only two irrigation districts in Flathead County and neither is located in the Whitefish area. There is no presence of agricultural water user facilities on the property such as reservoirs, irrigation ditches, pivots, wheel lines, agricultural water or irrigation line easements located on the subject property. Therefore it is anticipated that the proposed Timber Ridge subdivision will have no impact on Agricultural Water User Facilities.**

Source: Department of Natural Resources – Water Resources; accessed at http://dnrc.mt.gov/wrd/water_rts/default.asp

b. *Describe possible nuisance problems which the subdivision would generate with regard to agricultural water user facilities (e.g. safety hazards to residents or water problems from irrigation ditches, head gates, siphons, sprinkler systems, or other agricultural water user facilities).*
**To the best of our knowledge we do not believe the proposed subdivision would have any possible nuisance problems in affiliation with any agricultural water user facilities.**

Source: Department of Natural Resources – Water Resources; accessed at http://dnrc.mt.gov/wrd/water_rts/default.asp

**3. Effects on Local Services**

*a. Indicate the proposed use and number of lots or spaces proposed for the subdivision, i.e. single family residential, multi-family residential, commercial, industrial.*

**The proposed subdivision will create 15 residential lots on the 4.39 acre tract. The property is currently zoned WR2 (Two-Family Residential District) and the proposed use is in compliance with the current zoning designation. The WR-2 district is intended for residential purposes to provide for one-family and two-family homes in an urban setting connected to all municipal utilities and services.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*b. Describe the additional or expanded public services and facilities that would be demanded of local government or special districts to serve the subdivision.*

*i. Describe additional costs which would result for services such as roads, bridges, law enforcement, parks and recreation, fire protection, water, sewer and solid waste systems, schools or busing, (including additional personnel, construction, and maintenance costs).*

**All improvements (roads, water, sewer, storm, etc) within the proposed subdivision will be constructed to the standards established by the City of Whitefish and privately financed by the developer. It is anticipated that the majority of any additional costs would be predicated from long term maintenance and standard public services.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*ii. Who would bear these costs (e.g. all taxpayers within the jurisdiction, people within special taxing districts, or users of a service)?*

**All improvements (roads, water, sewer, storm, etc) within the proposed subdivision will be privately financed by the developer and constructed to the standards established by the City of Whitefish. The Timber Ridge HOA will provide for the long term maintenance of the storm facilities and open space. Road, Water and Sewer mains will be extended at the expense of the developer but long term maintenance is provided by the City with the costs of hook-up fees and service fees being paid by the developer and/or future unit owners. Costs for law enforcement, fire protection, parks and recreation and schools will be paid by the taxpayers within the service jurisdictions and the future lot owners.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*iii. Can the service providers meet the additional costs given legal or other constraints (e.g. statutory ceilings on mill levies or bonded indebtedness)?*

**The City of Whitefish enacted impact fees for public facilities in order for new development to pay its way. As with most fees and taxes there is always a lag between the increase in new users and the accumulation of**

**funds to upgrade or expand existing public facilities. Although not perfect, the service providers should be able to maintain the level of service.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*iv. Describe off-site costs or costs to other jurisdictions may be incurred (e.g. development of water sources or construction of a sewage treatment plant; costs borne by a nearby municipality).*
**To the best of our knowledge we are unaware of any applicable off-site cost affiliated with neighboring jurisdiction in affiliation with this subdivision.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*c. Describe how the subdivision allows existing services, through expanded use, to operate more efficiently, or makes the installation or improvement of services feasible (e.g. allow installation of a central water system, or upgrading a country road).*
**The completion of the proposed subdivision improvements enables the city to expand, loop, and connect their existing infrastructure. As an example the installation of the proposed road enables for proper circulation of traffic from Haugen Heights to Lake Park Avenue. This creates multiple access points for both the public and emergency services.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*g. Would any special improvement districts be created which would obligate local government fiscally or administratively? Are any bonding plans proposed which would affect the local government's bonded indebtedness?*
**To the best of our knowledge we are unaware of Special Improvement Districts or any bonding plans being proposed in affiliation with or due to this proposed subdivision.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

**4. Effects on the Historic or Natural Environment**

*a. Describe and locate on a plat overlay or sketch map known or possible historic, paleontological, archaeological or cultural sites, structures, or objects which may be affected by the proposed subdivision.*
**The National Register of Historic Places indicates the proposed subdivision within the subject site is not listed as a historical resource. To the best of our knowledge we are unaware of known historic, archaeological or cultural areas on or near the site.**

Source: Montana Historical Society online listing of National Register of Historic Places for Flathead County; accessed at http://mhs.mt.gov/shpo/register/NRmap/NRmap.asp

*b. How would the subdivision affect surface and groundwater, soils, slopes, vegetation, historical or archaeological features within the subdivision or on adjacent land? Describe plans to protect these sites.*

*i Would any streambanks or lake shorelines be altered, streams rechanneled or any surface water contaminated from sewage treatment systems, run-off carrying sedimentation, or concentration of pesticides or fertilizers?*

**The proposed subdivision is not adjacent to or near any stream or lakes, therefore it is not anticipated that there should be any impact to these natural resources. Developments of this nature can increase stormwater runoff due to the increase of impervious areas. Also there is a potential for increase in containment's within the stormwater runoff due to sediment, phosphorus, and hydro carbons that are derived from the fertilizer and pavement. However it is the responsibility of the developer to mitigate any potential impacts that may occur because of the subdivision. Any mitigation measure must be per the adopted City of Whitefish standards and in place prior to final plat of the subdivision.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*ii Would groundwater supplies likely be contaminated or depleted as a result of the subdivision?*

**The proposed subdivision will utilize the City's public water and wastewater systems that are permitted through the Montana Department of Environmental Quality. The City of Whitefish utilizes surface water for its source of drinking water and the City has obtained all applicable water rights. Wastewater is treated in the municipal wastewater treatment plant and discharges in the Whitefish River. To the best of our knowledge we are unaware of any impacts to the aquifer that would be in affiliation with this subdivision.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*iii Would construction of roads or building sites require cuts and fills on steep slopes or cause erosion on unstable, erodible soils? Would soils be contaminated by sewage treatment systems?*

**The proposed road extension will bisect the property in a south to north direction and will moderately follow the existing topography. The proposed road will be required to adhere to the design standards established by the City of Whitefish. These standards require a minimum road cross-section of structural import material. In addition there are established requirements that establish the minimum and maximum slopes for both the roads and lot accesses. The City of Whitefish and the Montana Department of Environmental Quality require that erosion control measures are permitted and installed prior to the disturbance of any of the land. It is not anticipated that soils would be contaminated by sewage treatment systems, as the proposed subdivision will be served by the City of Whitefish public sewer system.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*iv Describe the impacts that removal of vegetation would have on soil erosion, bank, or shoreline instability.*

**Due to the nature of this project and the area of soil disturbance for this project would likely exceed 1.0 acre, a Montana Pollutant Discharge Elimination System (MPDES) storm water permit administrated by MDEQ will be required. Best Management Practices, including temporary and long term erosion control measures for controlling erosion and sediment transport, would be considered in the design of a Storm Water Pollution Prevention Plan (SWPPP) for this project. Such practices may include silt fences, ditch blocks, mulch, slope protection, and other commonly accepted control measures.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*v Would the value of significant historical, visual, or open space features be reduced or eliminated?*

**The proposed project is on the westerly edge of the city limits and the topography of the property is slightly elevated above the neighboring developments to the east. Currently there are no established developments to the west of the property and the westerly property is elevated above the subject property. The subject property is not classified as open space or adjacent to any recreational facilities, and to the best of our knowledge are we aware of any significant historical features. Therefore it is not anticipated that the proposed subdivision would reduce or eliminate any historical, visual, or open space features.**

Source: Montana Historical Society online listing of National Register of Historic Places for Flathead County; accessed at http://mhs.mt.gov/shpo/register/NRmap/NRmap.asp

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*vi Describe possible natural hazards the subdivision be could be subject to (e.g., natural hazards such as flooding, rock, snow or land slides, high winds, severe wildfires, or difficulties such as shallow bedrock, high water table, unstable or expansive soils, or excessive slopes).*

**The geology of the site is primarily Pleistocene glacial deposits, consisting largely of unsorted and unstratified alluvial and colluvial sediments, talus, and boulder fields. Although thinning of trees will be necessary for development of the lots and fire hazard reduction, all attempts will be made to maintain a moderate to high vegetative density on the steeper sections of the bench and adjacent areas in order to minimize erosion and chances of sloughing and sliding, and to maintain the aesthetics of the treed areas. Exposed rock outcroppings are not prevalent throughout the site. Seismic activity is primarily accounted for through adopted building codes which establish mitigation standards. The water table appears to be at a sufficient enough depth to insure proper buffer protection zone and enable anaerobic breakdown to occur.**

Source: 48 North P.C. – Onsite visits and information obtained from the CMG geotechnical site investigation

*c. How would the subdivision affect visual features within the subdivision or on adjacent land? Describe efforts to visually blend the proposed development with the existing environment (e.g. use of appropriate building materials, colors, road design, underground utilities, and revegetation of earthworks).*

**The proposed subdivision is occurring on the westerly edge of the city limits and contiguous with existing development to the east, south, and future development to the west. The majority of the existing development near the subdivision is within the last 10 years. Proposed building structures within the city limits are required to adhere to the architectural standards that have been adopted by the City of Whitefish. Therefore to the best of our knowledge, it is anticipated that the proposed subdivision should visually blend into the adjacent settings.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

**5. Effects on Wildlife and Wildlife Habitat**

*a. Describe what impacts the subdivision or associated improvements would have on wildlife areas such as big game wintering range, migration routes, nesting areas, wetlands, or important habitat for rare or endangered species.*

**The proposed subdivision should have little impact on wildlife as the property is not mapped with big game winter range, located on migration routes, located in nesting areas, or habitat for endangered species. The subdivision is on the urban edge of the City of Whitefish.**

Source: Montana Fish Wildlife and Parks-Species of Concern; accessed at http://fwp.mt.gov/fishAndWildlife/species/speciesOfConcern/
Source: Montana Fish Wildlife and Parks-Crucial Areas; accessed at http://fwp.mt.gov/fishAndWildlife/conservationInAction/crucialAreas.html
Source: Montana Natural Heritage Program; accessed at http://mtnhp.org/

*b. Describe the effect that pets or human activity would have on wildlife.*

**Certain species of wildlife are commonly found throughout the entire Whitefish area and are commonly known to associate with human and pet activities as they predominately share the same general areas. As this area is on the urban edge of Whitefish already, most of the wildlife present, such as whitetail deer, raccoon, skunk, turkey, flickers, robins, etc are tolerant of human activities and should not be further impacted by the proposed subdivision. Bears will forever be a species that requires special care particularly with attractants such as refuse. The developers support FW&P recommendations for refuse storage and pick up.**

Source: Montana Fish Wildlife and Parks-Species of Concern; accessed at http://fwp.mt.gov/fishAndWildlife/species/speciesOfConcern/
Source: Montana Fish Wildlife and Parks-Crucial Areas; accessed at http://fwp.mt.gov/fishAndWildlife/conservationInAction/crucialAreas.html
Source: Montana Natural Heritage Program; accessed at http://mtnhp.org/

**6. Effects on the Public Health and Safety**

*a. Describe any health or safety hazards on or near the subdivision, such as: natural hazards, lack of water, drainage problems, heavy traffic, dilapidated structures, high pressure gas lines, high voltage power lines, or irrigation ditches. These conditions, proposed or existing should be accurately described with their origin and location*

*identified on a copy of the preliminary plat.*

**The potential for health and safety hazards exist in both existing and new subdivisions. It is anticipated that through the proper implementation of the required city standards, that these hazards can be either properly mitigated or avoided all together. Although the probability appears to be minimal, there is the potential hazard of wildfires and landslides adjacent to the west boundary of the subject property. However these risks should be greatly reduced through the development of the approved future Tamarack Ridge subdivision. Currently we are unaware of any existing drainage problems, and proposed drainage improvements will have to be implemented to suffice the City standards. The subject site will be served by both gas and electric, however these are provided by distribution lines and there are no main transmission lines within the subject area.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*b. Describe how the subdivision would be subject to hazardous conditions due to high voltage lines, airports, highways, railroads, dilapidated structures, high pressure gas lines, irrigation ditches, and adjacent industrial or mining uses.*

**To the best of our knowledge we are unaware of any of the above listed hazardous conditions that could potentially impact the proposed subdivision.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*c. Describe land uses adjacent to the subdivision and how the subdivision will affect the adjacent land uses. Identify existing uses such as feed lots, processing plants, airports or industrial firms which could be subject to lawsuits or complaints from residents of the subdivision.*

**The subject property is bounded to the south by Haugen Heights and Ice House Terrace subdivision, to the north by undeveloped land that is privately owned, to the north by Lake Park Lane and a privately owned tract of land with a single family dwelling, and to the east by two tracts of privately owned land, of which one of those tracts contains a single family dwelling. To the best of our knowledge we are unaware of any adverse effects to the adjacent lands, with the exception of the adaption to the change of use from undeveloped to developed status. It recognized that short term nuisances are prevalent during the both the underground and vertical construction phase.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*d. Describe public health or safety hazards, such as dangerous traffic, fire conditions, or contamination of water supplies which would be created by the subdivision.*

**As with any development in the State Park neighborhood, all traffic filters down to State Park Road which intersects with Highway 93 for access into town. The MDOT has completed plans and is in the process of reconstructing Highway 93 west and realigning the State Park Road intersection. The new intersection will provide for left turn lanes in to and out of State Park Road. The new Highway 93 reconstruction will also include a bike and pedestrian path into town and out to Spencer Lake. These improvements to the 93 corridor will greatly improve public safety for both drivers**

**and pedestrians. As stated previously in this report, there are limited hazardous concerns with fire or water attributable to this subdivision.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

## PART III - COMMUNITY IMPACT REPORT

*Provide a community impact report containing a statement of estimated number of people coming into the area as a result of the subdivision, anticipated needs of the proposed subdivision for public facilities and services, the increased capital and operating cost to each affected unit of local government. Provide responses to each of the following questions and provide reference materials as required.*

### 1. Water, Sewage, and Solid Waste Facilities

*a. Briefly describe the water supply and sewage treatment systems to be used in serving the proposed subdivision (e.g. methods, capacities, locations).*

**Water service to the proposed lots will be provided by the public water supply system owned, operated and maintained by the City of Whitefish. Currently there is an existing 10-inch water main located in Haugen Heights Road that parallels the south boundary of the subject property. This existing main already provides water services to the proposed lots 1 and 9. The remainder of subject property would be served by a new 8-inch water main that would connect to the existing main, route through the subdivision within the proposed right of way, and then terminate in Lake Park Lane at the north property line. Potentially the new 8-inch main would have to be further extended within Lake Park Lane and connected to another existing 8-inch water main, if the design pressures do not suffice the necessary pressure requirements.**

**Sewer service to the proposed lots will be provided by an extension of the City of Whitefish's public wastewater collection. Currently there is an existing 8-inch sewer main located in Haugen Heights Road that parallels the south boundary of the subject property. This existing main already provides sewer services to the proposed lots 1 and 9. Due to the topography of the site, the remainder of the sites would be served by a 2-inch force main that extends from the existing manhole within Haugen Heights Road to southerly boundary of lots 8 and 16. Lots 2 through 8 and 9 through 15 would have individual Eone grinder pumps that connect to the proposed force main.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents.

*b. Provide information on estimated cost of the system, who will bear the costs, and how the system will be financed.*

**The owners/developers will be responsible for installing the water and sewer system improvements, and following construction and testing, the City of Whitefish will own, operate and maintain the water supply and sewage collection systems. The cost of water system improvements is estimated to be $64,000. The cost of sewer system improvements is estimated to be $46,000.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*c. Where hook-up to an existing system is proposed, describe estimated impacts on the existing system, and show evidence that permission has been granted to hook up to the existing system.*

**As previously described, water and sewer services to the proposed lots will be provided by extensions of the City of Whitefish public water supply and sewage collection systems. Until further engineering is completed it is unknown the extent of waterline extension that is required to provide proper water pressure for the subdivision. However it is our understanding that sufficient capacity is available to serve all of the proposed lots.**

**Wastewater from the proposed lots will flow through new and existing sewer mains to the City's existing Mountain Park lift station located along State Park Rd. approximately 700 ft. north of the Haugen Heights Rd. intersection. Wastewater is then pumped south along State Park Rd., in a 6" force main, to a manhole near the intersection of State Park Rd. and Lion Mountain Loop. The existing lift station and force main system was designed to handle projected flows from the entire service area and the proposed subdivision is within this service area. The City's wastewater treatment system also has sufficient capacity to handle the additional wastewater flows.**

**Permission to extend the City's water supply and sewage collection systems cannot be granted until detailed plans and specifications have be reviewed and approved by the City and the Montana Department of Environmental Quality (MDEQ).**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*d. All water supply and sewage treatment plans and specifications will be reviewed and approved by the Department of Environmental Quality (DEQ) and should be submitted using the appropriate DEQ application form.*

**All plans and specifications for extensions of the City's water supply and sewage collection systems will be reviewed and approved by the City of Whitefish and the MDEQ.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*e. Describe the proposed method of collecting and disposing of solid waste from the development.*

**Solid Waste will be collected and disposed of by North Valley Refuse. Each lot will have a refuse container and will be responsible for taking it out on the day(s) of pick-up and putting it back that evening. As this is an area frequented by wildlife, the subdivisions HOA will mandate that owners keep refuse containers indoors or within lockable storage sheds except for the day of pick-up.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*f. If use of an existing collection system or disposal facility is proposed indicate the name and location of the facility.*

**North Valley Refuse is located approximately four miles south of the City of Whitefish on Highway 93 and the Flathead County Land Fill is located approximately seven miles south of the City off of Highway 93.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

**2. Roads and Maintenance**

*a. Estimate how much daily traffic the subdivision, when fully occupied, will generate on existing streets and arterials.*

**Given that the proposed subdivision has 15 lots and the ITE Trip Generation Manual attributes an average of 9.57 vehicle trips per day per lot/unit, the proposed subdivision would generate 144 vehicle trips per day.**

Source: Traffic Impact Study completed for Tamarack Ridge Subdivision

*b. Describe the capability of existing and proposed roads to safely accommodate this increased traffic.*

**State Park Road (Collector) provides access to Haugen Heights (Local) which in turn provides access to the proposed subdivision and internal road system. State Park Road is a paved City Street and Haugen Heights is paved to the northeast corner of the proposed subdivision. State Park and Haugen Heights are maintained by the City of Whitefish**

Source: Traffic Impact Study completed for Tamarack Ridge Subdivision

*c. Describe increased maintenance problems and increased cost due to this increase in volume.*

**The existing Haugen Heights and State Park Roads are designed to meet the City's design standards and therefore should not pose maintenance problems. The TIS submitted for the neighboring subdivision indicates that overall volumes are low on the neighboring streets and that Level of Service will remain functioning at "level A" even after full buildout of the subdivision.**

Source: Traffic Impact Study completed for Tamarack Ridge Subdivision

*d. Describe proposed new public or private access roads including:*

*i. Measures for disposing of storm run-off from streets and roads.*
*ii. Type of road surface and provisions to be made for dust.*
*iii. Facilities for streams or drainage crossing (e.g. culverts, bridges).*
*iv. Seeding of disturbed areas.*

**All new roadways within the proposed subdivision will be designed in accordance with the City's Local Street Design with no on-street parking provided. In addition, Lake Park Lane will be paved to standard similar that of alleys.**

**All of the roadways within the subdivision and Lake Park Lane will be paved with asphaltic concrete to provide longevity of the roadways and to reduce or eliminate dust from vehicle traffic.**

**The paved roads within the subdivision will be crowned to sheet flow the stormwater to the paralleling curb and gutters. The curb and gutters will direct the flows to inlets where the flows will then be piped to the stormwater management facility.**

**There will be no stream or drainage crossings that would require a bridge or culvert; however, catch basins and pipes will be installed to collect and convey runoff water across roadways. All areas outside of roadways that are disturbed during construction will be graded, covered with topsoil, and then will be hydroseeded.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*e. Describe the closing or modification of any existing roads.*

**The proposed subdivision will not close any existing roads. As requested by the City, the applicants will be responsible for upgrading the graveled portion of Lake Park Lane. This work will be part of the infrastructure review and approval by the Whitefish Public Works Office.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*f. Explain why road access was not provided within the subdivision, if access to any individual lot is directly from arterial streets or roads.*

**All of the lots are accessed from the internal subdivision street which is a "local" street.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*g. Is year-round access by conventional automobile over legal rights-of-way available to the subdivision and to all lots and common facilities within the subdivision? Identify the owners of any private property over which access to the subdivision will be provided.*

**All access is provided by conventional means through legal rights-of-way that are either owned by the City (State Park, Haugen Heights, Lake Park Lane) or the future Internal Subdivision Road. The internal subdivision roads does not cross any private ground not owned by the developer.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*h. Estimate the cost and completion date of the system, and indicate who will pay the cost of installation, maintenance and snow removal.*

**The all roads within the subdivision and requested improvements along Lake Park Lane will be constructed by the developers. The proposed internal subdivision road will be dedicated to the City of Whitefish and long-term maintenance, including snow plowing, will be the responsibility of the City. The cost of constructing the new roadways, along with sidewalks, and other boulevard improvements, is estimated to be $180,000.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

**3. Fire, Police Protection and Emergency Services**

*a. Describe the fire, police protection and emergency services available to the residents of the proposed subdivision including number of personnel and number of vehicles or type of facilities for:*

*i Fire protection -- is the proposed subdivision in an existing fire district? If not, will one be formed or extended? Describe what fire protection procedures are planned?*

**The proposed subdivision is located within the Whitefish Fire Service Area and will annex into the City limits of Whitefish. The subdivision will connect to the Whitefish Public water system. As part of the approval of the water system, Public Works and the Fire Marshall will review the sizing, pressure, and location of hydrants needed to serve the development. The attached sewer and water plans indicate the probable locations of the Water mains.**

**Whitefish has a full time fire staff available 24 hours a day, seven days a week. The City recently completed construction of a new emergency services building located off Baker Avenue. The new facility provides modern facilities for both equipment and personnel. The site also provides a much better location for entering and exiting the Fire Hall than the old facility.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*ii Law enforcement protection – Is the proposed subdivision within the jurisdiction of a County Sheriff or municipal policy department?*

**Whitefish City Police Department serves the site. The City provides a full service police department. As with Fire, the Police department recently moved into the new Emergency Services building which provides state of the art facilities for the force.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*b. Can the fire and police protection service needs of the proposed subdivision be met by present personnel and facilities? If not, describe the additional expenses that would be necessary to make these services adequate, and who would pay the costs?*

**Police and Fire Services can be met through the existing personnel and facilities. As a result of the recession everyone had to tighten their belts to off-set declining revenues while the workload remained constant for these service providers. This decline in revenue was not just an impact for new development but existing residents as well. The City of Whitefish established impact fees to help off-set or mitigate the impact of new development on the City's service providers.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

**4. Education and Busing**

*a. Describe the available educational facilities which would serve this subdivision.*

**The Whitefish School District #44 serves the site. In reviewing the Flathead Statistical Report for Schools 2012 put out by the Flathead Superintendents of Schools office, the Whitefish Elementary School has dropped enrollment by 90 students or 8% over the past 10 years. The Whitefish High School has seen a drop of enrollment by 195 students or 29% over the last 10 years. The Whitefish School District completed a major reconstruction of the Central School facility and is in the process of a major upgrade of the High School facility. Given that the enrollment is trending downward and the facilities are greatly improved, one would be hard pressed to say that the proposed subdivision will negatively impact the school system.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

*b. Estimate the number of school children that will be added by the proposed subdivision. Provide a statement from the administrator of the affected school system indicating whether the increased enrollment can be accommodated by the present personnel and facilities and by the existing school bus system. If not, estimate the increased expenditures that would be necessary to do so.*

**Using a County wide average of 0.31 school aged children per residence, (There were 14,753 students recorded with the Flathead County Superintendent of Schools Office including public, private and home schooled children at the beginning of the 2011 school year. The US Census Bureau 2010 counted 46,963 housing units in Flathead County – 14,753 students / 46,963 housing units = 0.31 students per unit), the 15 lots would generate 5 students in the schools system.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

**5. Payment for extension of Capital Facilities**

*Indicate how the subdivider will pay for the cost of extending capital facilities resulting from expected impacts directly attributable to the subdivision.*

**The developer will use a combination of investors and construction loans from lending institutions to raise the capital to build the infrastructure required for the subdivision.**

Source: 48 North P.C. – Onsite visits and information obtained from the City of Whitefish and Flathead County public documents

# PART T:
# ONSITE WATER AND SEWER

## T.1 – ONSITE WATER / SEWER

The proposed project will be served by City of Whitefish public water and sewer systems and will not utilize onsite individual wells or sewage treatment systems.

Water service to the proposed lots will be provided by the public water supply system owned, operated and maintained by the City of Whitefish. Currently there is an existing 10-inch water main located in Haugen Heights Road that parallels the south boundary of the subject property. This existing main already provides water services to the proposed lots 1 and 9. The remainder of subject property would be served by a new 8-inch water main that would connect to the existing main, route through the subdivision within the proposed right of way, and then terminate in Lake Park Lane at the north property line. Potentially the new 8-inch main would have to be further extended within Lake Park Lane and connected to another existing 8-inch water main, if the design pressures do not suffice the necessary pressure requirements.

Sewer service to the proposed lots will be provided by an extension of the City of Whitefish's public wastewater collection. Currently there is an existing 8-inch sewer main located in Haugen Heights Road that parallels the south boundary of the subject property. This existing main already provides sewer services to the proposed lots 1 and 9. Due to the topography of the site, the remainder of the sites would be served by a 2-inch force main that extends from the existing manhole within Haugen Heights Road to southerly boundary of lots 8 and 16. Lots 2 through 8 and 9 through 15 would have individual Eone grinder pumps that connect to the proposed force main.

# PART U:
# LAND USE APPLICATIONS

## U.1 – OTHER LAND USE APPLICATIONS

Currently the proposed subdivision is not requesting or requiring any other land use applications.

# PART V:
# OTHER ITEMS

## V.1 – OTHER ITEMS

During the subdivision site review meeting it was identified by the city staff that is anticipated that the City will be requesting a dedication of a 10-foot strip of land along the northerly property line. The intent of this request is affiliated with the existing 40-foot right of way along Lake Park Lane. If the additional area is acquired then this will assist the City with creating a future right of way width that adheres to the current city standards. Currently the proposed preliminary plat does not reflect this request; however the proposed lot and common area within the subject area could accommodate the reduction if this request is officially stated within the conditions of the preliminary plat.

Katherine Harding
295 Lake Park Lane
Whitefish, MT 59937
(406) 862-5291

Date: June 15, 2014

To: Whitefish City-County Planning Board

From: Katherine Harding

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My primary residence is directly North of the proposed subdivision, Timber Ridge. I own a single family home on 3.96 acres. I have enjoyed living at the end of Lake Park Lane with no traffic, privacy and no light pollution. Of coarse, I understand that growth is necessary. However, I hope to maintain some quality of Montana living to my property. I would like to respectfully submit several concerns/requests related to the Timber Ridge Subdivision.

1. The proposed road running north T-bones directly into my front yard/house. The road could be slightly angled to help minimize light pollution at night into my home.

2. Lake Park Lane has very minimal traffic. 3 homes are at the very beginning of the road and my home is at the end of the road. In the proposal, Lake Park Lane will be utilized as an alley. Because Lake Park Lane will be treated as an alley, I am requesting that street lights are not installed on Lake Park Lane/Timber Ridge intersection. Lake Park Lane could also be left a dirt road.

3. A natural buffer on the north side of the proposed subdivision would be great. Power lines run right along the north side, too. Planning now for a buffer will benefit my family and the possibility of burying the power lines in the future. Currently, the proposal is for 10 feet, that should be increased.

4. On the north east corner of the proposed subdivision, a storm water area is planned. My property lies lower then the property south of us. Many winters my yard is puddled with winter run off. I am worried that with this development the run off will increase. Curving the road, as mentioned in #1, will help detour the water, so it is not directly draining into my front yard. Also the storm water area should be increased in size. This will allow for an adequate drainage area and landscaping. The storm water area developed for Old Town Subdivision takes away from the beautiful environment. It has a chain link fence and no trees. As many trees as possible should be left in the new development. Landscaping and fencing requirements should be expected to enhance the beauty of the neighborhood.

5. Park lands should be required for this subdivision. As a community, it important to maintain as much green space as possible. Green space is vitally important for the health of the people, as well as the animals and environment. Taking money in lieu of green space seems wrong. Many of the lots are small. After the house is built, there is

no yard. The children of the neighborhood end up playing in the street. This has happened in the Old Town Subdivision. Park lands are very important and can be maintained with minimal expense. The park land can be left natural. This provides an area for the animals, birds and people to enjoy.

Thank you for allowing me to submit my concerns/requests for the Timber Ridge Subdivision. My goal is to support responsible growth that maintains the quality of life that each Montanan deserves. We live in Whitefish because of the natural beauty and rural lifestyle. Recognizing this priceless resource and protecting it will continue to make Whitefish the great community it is.

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# MANAGER REPORT

July 2, 2014

## MIKE WADE – WATER TREATMENT CHIEF WATER PLANT OPERATOR – RETIREMENT

Mike Wade, who has worked for the City of Whitefish for 38 years will retire on July 11th. Mike is one of the many people who work hard and in the background to bring vital city services to our residents and visitors. Mike also has a lot of institutional history and knowledge within him and he has negotiated union labor contracts with every City Manager that Whitefish has had. We wish Mike all the best in his retirement and we will miss him.

## EAST 2ND STREET CONSTRUCTION PROJECT UPDATE

From the project engineer's latest report:

Knife River is 17 days into an estimated 112 day operation which equates to the project being about 15% complete. When looking at job costs to date (for items installed or billable to), the project is projected at 11% complete.

The old East Second Street water mains were abandoned. This abandonment allowed crews begin the installation of the new sanitary sewer system. Crews completed the remaining muck excavation work north of the railroad tracks. Much of the 4" minus pit run was placed upon the critical embankment areas. Traffic was moved over to sections of the new roadway alignment south of the tracks. Installation of the Armory wetland culvert is nearly complete.

For the future, crews will continue with the sanitary sewer main installation just east of Armory. Crews are expected to continue with critical embankment activities on both sides of the railroad tracks.

There have been phone lines, power lines, and a natural gas main hit by contractors during construction which have caused outages and problems.

## LOCAL GOVERNMENT REVIEW

At the June primary election, Whitefish voters approved conducting a local government review by a vote of 603 in favor and 444 against. The Montana Constitution requires the calling of such a ballot question every ten years. I am putting a fact sheet about Local Government Review along with deadlines in the packet.

According to the Flathead County Election Services Manager, candidates for the local government review committee can file by presenting a completed Declaration of Nomination and Oath of Candidacy form to the Flathead County Elections office by 5 p.m. August 11. There is no filing fee; and these positions are nonpartisan. The County Elections office has relocated to the County Fair Kitchen Building at the Fairgrounds through November, so such petitions should be delivered there. A copy of the nominating petition filing form is enclosed in the packet.

The November ballot will include voting for three candidates to serve as the Local Government Review Committee. I am sure that Mary, Necile, and I will need to provide some staff service to the Committee during 2015. Any ballot questions which the committee proposes for a change to our Charter will be voted upon at the 2015 election.

**PARKS DEPARTMENT STAFF DID A VERY NICE CLEAN-UP AND IMPROVEMENT OF THE LANDSCAPING IN CENTRAL AVENUE BULB-OUTS AND AROUND THE PARKING LOTS**

Led by Park Superintendent Jason Loveless and with a lot of work from Jen Sybrant and others, the Parks and Recreation Department did an excellent job pulling weeds, cleaning up, and putting down new mulch in the landscaping areas in the bulb-outs on Central Avenue and around the three downtown parking lots. The landscaped areas look fantastic and this work has generated many favorable comments.

**CHARTER COMMUNICATIONS RATE INCREASE**

As franchise authority over Charter Communications cable television service, I received a notice about some service rate adjustments. A copy of the notice is included with the packet.

**MEETINGS**

Resort Tax Monitoring Committee (6/18) – I attended the monthly meeting in the absence of a Finance Director. The committee discussed the recent month of collections and the current East 2nd Street project. The committee also decided to do a tour of the upcoming future projects on the project list at the July meeting so they can see if the condition of the roads and infrastructure for those project is in line with their ranking and priority order. Afterwards, they may initiate a process to recommend changing some of the priority projects' ranking order.

WAVE Board meeting (6/18) - As City Manager, I am a member of the WAVE Board. Most of the monthly meeting revolved around the expansion project and finances. The grand opening of the expansion project was held on June 19th and 20th.

City Hall Steering Committee (6/19) – Mosaic Architecture, the architects for the future City Hall, held a meeting with the City Hall Steering Committee. Ben Tintinger and Mark Ophus of Mosaic Architecture reviewed the design process with the committee. They also led the committee members in a project goal setting and priority setting process. Six members of the committee along with Ben and Mark will travel to Seattle on July 24-25 to look at four different city halls which have been built in the last ten or so years that are of comparable size to our future City Hall. We also had two staff meetings with the architects while they were in town.

Meeting with Senator Tester's staff (6/27) – Richard Hildner, John Anderson, Pam Barberis, Jen Frandsen, Frank Sweeney and I met with Tom Lopach (Chief of Staff), Jamie Wise (Legislative Director), Dayna Swanson (State Director), and Virginia Sloan (Flathead Region Director) of Senator Tester's staff. Topics discussed were the North Fork Preservation Bill, the Forest and Jobs Act, Amtrak, the Forest Legacy grant for the Haskill Basin Conservation Easement, the monuments on the 2nd Street Bridge, waiting lines at the Roosville Border Crossing station, and the Transportation Act reauthorization.

**UPCOMING SPECIAL EVENTS**

July 4th - City Hall closed. Fireworks and festivities.

**REMINDERS**

Respectfully submitted,

Chuck Stearns, City Manager

**Montana Secretary of State Linda McCulloch**
**Elections and Government Services**

# 2014 Local Government Review Information

*Compiled in conjunction with the Montana Association of Counties and the MSU Local Government Center*

## Frequently Asked Questions

Q. **What is the Local Government Review election?**

A. Established as part of the 1972 Constitution, the Local Government Review election is to be held by each city and county government every 10 years. If your city or county government has held a Local Government Review election any time after the 2004 general election until now, you should consult with your county attorney regarding your responsibility.

Q. **Where can I find the laws on the Local Government Review election?**

A. The applicable laws, 7-3-171 through 7-3-193, MCA, are found at http://leg.mt.gov/bills/mca_toc/7_3_1.htm.

Q. **Does the Local Government Review election apply only to city governments?**

A. No, local governments have been defined to include both city and county governments.

Q. **It is a requirement that the governing body call for a local government review?**

A. Yes. As required under 7-3-173(2), MCA, "The governing body shall call for an election, to be held on the primary election date, on the question of conducting a local government review and establishing a study commission. . . ." A governing body shall call for an election on Local Government Review by March 10, 2014.

Q. **Who pays the cost of putting the local government review question on the ballot?**

According to 13-1-302, MCA, each jurisdiction shall pay their proportionate cost. The county will bill the municipality for their proportionate cost, which cannot include the services of the election administrator or capital expenditures. The proportionate costs shall be only those **additional costs** incurred as a result of the political subdivision holding its election in conjunction with the primary or general election.

For uniformity purposes, those costs should be any extra ballot costs, any extra equipment programming costs, any extra advertising costs, and any other additional costs incurred because of the municipal ballot issue appearing on the primary ballot and because of the municipal local government review candidates appearing on the general election ballot, if applicable.

Q. **What exactly will voters be asked to decide at the June 3 Primary?**

A. The ballot language is to be substantially as follows, under Section 7-3-175, MCA:

**[] FOR the review of the government of (insert name of local government) and the establishment and funding, not to exceed (insert dollar <u>or</u> mill amount), of a local government study commission**

**consisting of (insert number of members) members to examine the government of (insert name of local government) and submit recommendations on the government.**

**[] AGAINST the review of the government of (insert name of local government) and the establishment and funding, not to exceed (insert dollar or mill amount), of a local government study commission consisting of (insert number of members) members to examine the government of (insert name of local government) and submit recommendations on the government.**

Q. **What happens if a voter is eligible to vote in the county election and in the city election?**

A. Because the local government review election is for cities ***and*** counties, an elector who lives within the city limits will be presented twice with the question of whether to hold a local government review election (once for the county of residence and once for the city of residence.)

Q. **Do we have to report the results to the Secretary of State's Office?**

A. Even though you do not provide the canvass for other local election results to the Secretary of State, according to Section 7-3-174(2), MCA, the election administrator shall report the results of the local government review ballot question and the results of the election of commissioner members (if applicable) to the Secretary of State within 15 days of the official canvass. The report of results will have to be filed 15 days after the primary election canvass, and 15 days after the general election canvass (if applicable).

Q. **How many commission positions will be open after the primary, if the voters choose to have a commission?**

A. Under Section 7-3-177, MCA, the study commission shall consist of three members unless the local governing body by resolution declares that a larger number shall be elected.

Q. **When will candidate filing open and close?**

A. If a majority of voters voting on the question at the primary election vote in favor of the study commission, candidate filing will open on the date that the primary election results are certified (the primary canvass), and will close **August 11, 85 days before the general election.**

Q. **Where are the candidate filing forms?**

A. Declaration for nomination forms can be found on the Secretary of State's website at http://www.sos.mt.gov/elections/Filing/documents/Declaration-for-Nomination-Oath-of-Candidacy.pdf.

Q. **Is this a partisan election? Will there be a primary? Are filing fees required? Can election officials of the local government be candidates for the study commission?**

A. According to Section 7-3-176, MCA, the election is a nonpartisan election, there will be no primary election, and there are no filing fees. Also, the candidates are not permitted to be elected officials of the local government.

Q. **Does a person have to live within the jurisdiction being studied to be a candidate?**

A. Yes, candidates for study commission positions must be electors of the local government for which the study commission has been established. Candidates may not be elected officials of the local government.

## Local Government Review Calendar

| DATE | ACTION | MCA SECTION |
|---|---|---|
| March 10, 2014 | Deadline for governing bodies to call for local government review | 7-3-173(2) |
| **June 3, 2014** | Primary Election<br>Citizens vote on whether or not they want to conduct local government review | 7-3-173(2) |
| No later than June 17, 2014 | Results canvassed and returned as provided in Title 13; beginning of study commission candidate filing (assuming vote is in favor of study commission) | 7-3-174(1) |
| July 2, 2014 | Deadline for local government review results to be delivered to the Secretary of State (within 15 days of the date that the results become official) | 7-3-174(2) |
| August 11, 2014 | Last day for local government review commission candidates to file declaration of nomination by 5:00 p.m. (assuming vote is in favor of study commission)<br>**No filing fee<br>**Nonpartisan declaration<br>**No primary | 7-3-176(2) |
| **November 4, 2014** | Election for study commissioners | 7-3-176 |
| No later than November 18, 2014 | Results to be canvassed and returned as provided in Title 13 | 7-3-174(1) |
| December 3, 2014 | Deadline for local government review results to be delivered to the Secretary of State (within 15 days of the official canvass) | 7-3-174(2) |

# Declaration for Nomination and Oath of Candidacy - County and Municipal offices

Declaration and Oath for Primary Election to be Filed with County Election Administrator

Filing for office of: _____ ☐ _____ ☐ Nonpartisan
Full name of office including district and/or department numbers if applicable — Name of Political Party

Candidate Name (printed exactly as it should appear on the ballot): _____

Mailing Address: _____ _____ _____
Street or PO Box — City — Zip

Residence Address: _____ _____ _____
Street — City — Zip

County of Residence: _____ Home Phone: _____ Work Phone: _____

Email Address: _____ Website Address: _____

FILING FEE – FEE MUST BE PAID BEFORE FILING IS VALID:

☐ Candidate Filing Fee, if applicable, in the amount of $ _____ is hereby submitted with this Declaration and Oath of Candidacy.

OATH OF CANDIDACY - CANDIDATE MUST SIGN IN THE PRESENCE OF A NOTARY PUBLIC OR AN OFFICER OF THE OFFICE WHERE THIS FORM IS FILED:

*I hereby affirm that I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Constitution and laws of the United States and the State of Montana.*

_____ _____
Signature of Candidate — Date

NOTARY OR AUTHORIZED OFFICER

State of Montana
County of_____

Signed and sworn to before me this _____day of _____, 20_____ by _____.
*Printed Name of Candidate*

Seal/Stamp

_____
Signature of Notary or Public Official

[Montana notaries must complete the following if not part of stamp at left]

_____
Printed Name of Notary Public

Notary Public for the State of_____

Residing at:_____

My commission expires:_____, 20_____

***Where to file for Flathead County, City and most Local District offices:***
*Flathead County Election Department*
800 S Main St
Kalispell, MT 59901



Updated 4/20/2011

Charter
COMMUNICATIONS

June 20, 2014

Chuck Stearns
City Administrator
Whitefish
P.O. Box 158
Whitefish, MT 406-863-2400

Dear City Administrator, Stearns

Charter will implement changes to our pricing, packaging and installation/miscellaneous charges in Whitefish on or after July 22, 2014.

Charter will introduce a new suite of video services available for residential customers, which will provide customers more package choices and value. These packages will be available to both new and existing residential customers. Residential customers will be notified of the new packages through the bill statement message below.

***New Charter TV Packages*** *- Charter is announcing a new suite of video services available for residential customers in to you on or soon after July 22, 2014. Our new video services provide more choice and value to help you make the most of your experience with Charter TV and maximize the HD TVs you may already have in your home. For pricing details regarding these new packages, please visit www.charter.com/ratecard, click on your state, and choose your local area to see a complete listing of standard residential video rates & services offered.*

In addition, the following rates will be adjusted effective July 22.

**Important TV Update** - Effective July 22, 2014, rates will be adjusted for:

- Primary Outlet, Install/Reconnect from $34.95 to $49.99
- One Additional Outlet "A/O" with Initial Install will be no charge
  Each A/O thereafter, from $9.95 to $9.99
- A/O Outlet activation, Special Trip from $34.95 to $49.99
- Change of Service, Special Trip $34.95 $49.99
- Change of Service, Computerized from $0 to $2.99
- Labor Charge from $34.95 to $49.99
- Inside Wire Service Call Charge from $0 to $45
  (customers without wire maintenance subscription)
- Ancillary Equipment Install, Special Trip from $34.95 to $49.99
- Phone Payment Processing (Charter assisted) from $0 to $5
- Past Due (30) Day Fee from $2.95 to $7.95
- Past Due (45) Day Fee from $2 to no charge
- Past Due (60/90/120/180) Day Fee from $3 to no charge
- Additional Bill Copies from $0 to $1.99
- Collections Fee from $34.95 to no charge

A rate card is attached for a complete listing of all Charter packages, services, rates. Please contact me with any questions or comments you may have at 817.945.1806 or gary.underwood@chartercom.com. If any of your residents require assistance please direct them to our customer care group at 1-888-GET CHARTER (1-888-438-2427)

Sincerely,

Gary Underwood
Sr. Director Government Relations
Southwest Region

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# MEMORANDUM
#2014-024

To: Mayor John Muhlfeld
City Councilors

From: Chuck Stearns, City Manager

Re: Staff Report – Discussion of proposed countywide Special District for 911 Funding

Date: July 1, 2014

Introduction/History

On February 1, 2009, the Whitefish City Council approved the 911 Interlocal Agreement which consolidated all dispatch services among the cities in Flathead County with Flathead County's 911 dispatch. The Interlocal Agreement was finally approved and signed by all parties in April, 2009 and a copy of the Interlocal Agreement is in the packet with this report.

Despite much discussion, the four parties could not agree on a funding mechanism for 911 other than to have the three cities and Flathead County contribute to the budget based on population. This method ensured that property owners in the three cities would pay twice for 911 services – once to their city for its contribution and also to Flathead County for its contribution. To address this inequity and to provide a long term, sustainable funding method, a Future Funding Committee was created to work on funding alternatives (end of Article I in Interlocal Agreement).

I was appointed to that committee and was subsequently appointed as chairperson of the committee. The committee worked on alternatives for two years and submitted our report to the 911 Administrative Board in May, 2011 and a copy of that report is in the packet.

Subsequent to that report, the 911 Administrative Board and the Future Funding Committee continued to work on when an appropriate time to place a countywide property tax levy on the ballot. Given the economic downturn, no one was very enthusiastic about placing such a property tax levy on the ballot.

Last year, Commissioner Gary Krueger suggested an alternative to fund 911 with an assessment similar to the landfill assessment which appears on county property tax bills where there are structures (vacant land is not assessed for the landfill cost). Commissioner Krueger worked with County Administrator Mike Pence and county staff on the particulars of such a proposal and the

final product and recommended structure is contained in a report in the packet called the "**FLATHEAD EMERGENCY COMMUNICATIONS FUNDING PLAN".**

The basic elements of this plan is that 911 would be funded entirely by countywide property taxes and a Special District fee on developed property. The Countywide property tax would be to continue the current Sheriff countywide property tax levy for 911 of approximately 6 mills (5.921 mills last year) and augment that mill levy with a Special District $25 flat rate fee for residential properties annually and $50 per commercial unit not to exceed 30 units for commercial properties. The creation and funding of such a Special District has to be voted upon by all electors in Flathead County. The Flathead County Commissioners are going to consider putting this Special District ballot issue on the November, 2014 ballot very soon.

The other very important, likely essential, element of this funding proposal is that it will provide a stable funding source in the future for 911, especially for needed capital equipment replacement and additions. The current funding which was approved by all four entities has only provided funding for operating costs and a minimal level of capital equipment. This proposal would provide $500,000 of new funding annually for capital equipment acquisition and replacement. If capital equipment replacement and addition is never funded, the 911 Center will die a slow death of attrition.

Current Report

I wanted the Mayor and City Council to have a good briefing on this topic, but I felt it couldn't wait for an available future work session, so I put it on the regular meeting agenda for discussion.

Having considered various funding alternatives for 911 for many years, even before the Interlocal Agreement, there is considerable sentiment among some members of the public that for a countywide funding mechanism to pass, each city should agree to reduce its current property tax levy by the amount of funding each city currently contributes to 911 – in the City of Whitefish's case, the FY15 contribution is budgeted at $159,000 which is the equivalent of 7.07 mills.

This Special District funding proposal may have a difficult time passing on a countywide vote. However, the equity issues of uniform funding for each similar situated property is very important. The current proposal is a blend of property tax revenue (based on valuation) and flat fees. If the funding were all based on flat fees, the scenarios analyzed would have been too expensive for the typical residential property owner to accept. Thus this blended proposal was developed. However, the flat fee that is blended into the proposal helps ensure that expensive properties don't carry too much of a burden for 911 services because calls for service to 911 are not really correlated with the value of property.

While we can't commit or bind future City Council's to a reduction of our property taxes in future years, I believe we can commit to a reduction in the first year after any passage of the ballot issue. In subsequent years, there may be other needs which arise that could drive the need

for a subsequent property tax increase. However, to help with passage of this proposed countywide Special District, I believe it is essential that we would commit to reducing our property tax levy by the equivalent 7.07 mills (or whatever the actual FY15 equivalent is) in the FY16 budget, if the ballot issue passes. 66% of the County population in the 2010 census lived outside of cities, so that is where the vote is going to be decided. Strong support from the County Commissioners and County Sheriff will be needed for this ballot issue to pass. If the cities show support by lowering our property tax levies by the amount of savings our budgets will realize, it should help offset some opponents arguments.

Financial Requirement/Impact

Reducing the FY16 budget one year from now by 7.07 mills or whatever the final figure is would be revenue neutral on our budget because our expenditures would reduce by $159,000 or more. Thus, the commitment to reducing the levy for at least one year does not really affect our budgets for FY16.

Recommendation

Staff is just looking for direction at this point to see if there is Mayor and City Council support to draft a Resolution which would agree to lowering our FY16 property tax mill levy by approximately 7.07 mills one year from now if the Special District passes. Many people who have worked on this issue for years feel such Resolutions by each city is vital for the ballot issue to pass. Please consider this information and we can discuss it further at the Monday, July 7th City Council meeting at which point we will ask for some direction on preparing a Resolution.

# INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into by and among the following Montana public agencies within the meaning of the Interlocal Cooperation Act:

Flathead County, hereinafter called "County";
The City of Columbia Falls, hereinafter called "Columbia Falls";
The City of Kalispell, hereinafter called "Kalispell";
The City of Whitefish, hereinafter called "Whitefish".

WHEREAS, Title 7, Chapter 11, Part 1, M.C.A., known as the "Interlocal Cooperation Act," permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, said Act provides that an interlocal agreement may be authorized and approved by the governing body of each party to said contract;

WHEREAS, the Flathead County Sheriff's Office and each of the Cities Police Departments, as well as many other emergency response agencies, are in need of dispatch services;

WHEREAS, currently within Flathead County there are separate dispatch operations within the County and the three Cities;

WHEREAS, the aforesaid local governmental units have determined it most desirable and efficient to consolidate the dispatch of law enforcement and emergency response personnel into one operation and one staff serving all of the governmental entities;

WHEREAS, the parties to this agreement agree that a central administrative body composed of representatives of the signatories of this agreement should be established for the

purpose of administering and setting the policies for such a staff as well as to coordinate its work in light of the priority of need;

WHEREAS, the parties to this agreement agree that the administration of the County's Office of Emergency Services and the Flathead County Fire Service Area should be coordinated with dispatching emergency services; and

WHEREAS, the citizens of Flathead County approved a bond issue for funding for an Emergency Communications Center.

NOW THEREFORE, it is agreed by and among the parties as follows:

I.

ESTABLISHMENT OF FLATHEAD EMERGENCY COMMUNICATIONS CENTER GOVERNING BOARD

There is hereby established a "Flathead Emergency Communications Center Board." Said body shall be referred to hereinafter as the "BOARD."

The BOARD is established as an administrative body for policy making and financial budget preparation and administration for the Flathead Emergency Communications Center (hereinafter, the Center). The BOARD shall be composed of six (6) members, as follows:

1. The Flathead County Sheriff;
2. A County Commissioner chosen by the Board of County Commissioners;
3. The County Attorney or other elected County officer; and
4. An elected official or designee from each of the cities of Kalispell, Whitefish and Columbia Falls.

Any expenses incurred by a member will be paid for by the governing body which said member represents.

The BOARD shall elect a Presiding Officer from its members, and shall conduct meetings on a quarterly basis. A special meeting of the BOARD may be called by the Presiding Officer or by two members upon two days' written notice to all members.

The BOARD shall adopt by-laws to govern its organization, internal affairs, meetings, and items of general administration in conformity with this agreement; such by-laws may be amended from time to time upon concurrence of four members of the BOARD. The BOARD shall follow the open meetings and public participation standards of a political subdivision of the state. Its financial statements shall be discrete and reasonably available for public scrutiny. The BOARD shall not act except at a meeting in which a quorum, consisting of a majority of the members, is present and upon the majority vote of those members present.

The BOARD shall appoint a committee within three months of the execution of this agreement to study funding issues and to search for funding mechanisms that are more appropriate and acceptable to the parties to this Agreement. The committee shall make its recommendations within two years of its formation.

II.

PURPOSE

The purpose of this agreement is to consolidate all dispatch services in Flathead County and the Cities in Flathead County into one operation and one staff in order to provide efficient service to all emergency responders and to coordinate the County's Office of Emergency Services and Flathead County Fire Service Area responsibilities with the dispatch center. The service will include receiving calls concerning governmental services outside of regular business hours which may not involve emergency response but do require timely governmental action, such as problems with governmental water and sewer facilities. The consolidated Center will result in better service for all emergency responders, thereby benefiting all citizens of the County and the Cities by facilitating more timely response of emergency responders for all citizens requiring such services.

III.

STAFF

The BOARD and the Board of Commissioners of Flathead County will jointly employ, by contract, a Director who shall work under the BOARD and work under the Board of Commissioners. Both the Board of Commissioners and the BOARD must agree to any termination of employment that might be initiated in regard to the Director during the term of the Director's contract. In the event that either the Board of Commissioners or the BOARD is not satisfied with the performance of the Director at the end of the contract term, the Director shall not be granted a new contract.

The Director shall hire and direct dispatch staff and technical staff (radio, IT and GIS) and shall be responsible for operation of the Center, under the supervision of the BOARD. The Director shall hire and direct staff to carry out the responsibilities of the County's Office of Emergency Services and the Flathead County Fire Service Area under the supervision of the Board of Commissioners.

The BOARD shall adopt administrative policies to govern its staff's rights, duties, salary schedules, fringe benefits, and such other matters as may be proper and necessary to the efficient and harmonious operation thereof. Dispatch and technical staff personnel shall be employees of the BOARD. The administrative policy adopted by the BOARD shall recognize and provide for all rights and duties as are provided by law for all public employees. In any mandatory matters relating to public employees, the laws applicable to the County shall govern. The County will contract with the BOARD to administer the personnel record-keeping functions and to allow the employees to join the County health insurance program. The BOARD will be responsible for all employer contributions and premiums for health insurance benefits provided to the employees.

The BOARD will also provide for Workers' Compensation coverage, Unemployment Insurance and general liability and errors and admissions insurance, retirement benefits, and all other benefits of the staff of the Emergency Dispatch Center.

The Director's responsibilities with regard to the staff hired to carry out the responsibilities of the County's Office of Emergency Services and the Flathead County Fire Service Area shall be carried out under County Personnel Policy. Those staff members will be County employees.

IV.

FINANCE

Prior to the 15th day of April of each year, the Director shall prepare an estimated overall budget for the Center for the following fiscal year; said budget shall include the income, costs and expenses of the Center and staff provided for herein.

The funds for all members received from the State pursuant to Section 10-4-302, M.C.A., will be budgeted by the BOARD and will be used for installing, operating, and improving the 9-1-1 emergency telephone system. The BOARD shall designate to each party served by the Center a proportionate share of the remainder of the funding for said budget based upon the population of each of the Cities and of the County outside of the Cities as determined in the latest United States census completed every ten years. In addition, the County will fund one-half of the salary of the Director and of an Office Assistant, including one-half of benefits, for provision of services in carrying out the County's responsibilities for the Office of Emergency Services and the Flathead County Fire Service Area.

The Flathead County Treasurer shall act as the Treasurer for the BOARD. Each party agrees to budget and to pay to the Flathead County Treasurer, under the provisions of the Local

Government Budget Act (Title 7, Chapter 6, Part 40, or successor legislation) the amount designated by the BOARD for Center operation.

V.

PROPERTY

The Center building will be owned by Flathead County. No rent will be charged to the other parties of this Agreement. Furniture and office equipment provided by the County with the Center will be owned by the County. All furniture, office equipment, automobiles, and major items of personal property purchased by the BOARD, and accumulated cash, shall remain the property of the BOARD as long as this agreement remains in effect.

The County shall be responsible for insuring the building and any personal property belonging to the County. The BOARD shall be responsible for insuring any personal property acquired by it under this Agreement.

The parties agree that staff hired to carry out the responsibilities of the County for the County's Office of Emergency Services and the Flathead County Fire Service Area may be housed in the Center. The BOARD and the County will share all maintenance costs for the building, including major maintenance items such as roof and furnace/boiler replacement, in the proportion of square footage allotted to staff carrying out dispatch functions and to staff carrying out the County's responsibilities for the Office of Emergency Services and the Flathead County Fire Service Area.

The withdrawal of a party from this agreement, pursuant to Paragraph IX, shall not result in any change of ownership of any property owned by the BOARD; any party, by withdrawing, shall waive any claim it might have to property owned by the BOARD. In the event that this agreement is terminated by mutual consent of the parties, any property then owned by the

BOARD shall either (i) be divided among the parties pursuant to an agreement reached by the parties at the time of termination, or in lieu of such agreement, (ii) be sold pursuant to the statutory provision then in effect with regard to the sale of County property. In the event of a sale, the proceeds shall be divided among the parties pursuant to an agreement reached by the parties at the time of termination or, in lieu of such agreement, by using the percentages used to determine the contributions of each party to the BOARD in its budget for its last year of operation.

VI.

COUNSEL

The Flathead County Attorney shall provide the BOARD with necessary legal advice and counsel as requested, at no extra cost to the BOARD or the City parties hereto.

VII.

PRIOR AGREEMENT

The parties hereto did, on March 15, 1999, file an Interlocal Services Agreement, and an Addendum thereto, establishing the "Enhanced 911 Emergency Coordination Center." Said agreement is by instant agreement terminated by the mutual consent of all parties.

VIII.

ESTABLISHMENT OF ADVISORY COMMITTEE

An advisory committee shall be formed and shall be composed of the following members:

1. one representative from Sheriff's Office;
2. one member from either police or fire from each participating city;
3. one rural fire representative to be appointed by the County Chiefs Association;
4. one appointee for the EMS community appointed by the City/County Health Board;
5. the dispatch supervisor;

6. up to 2 public at-large members to be appointed by the BOARD to serve two year terms.

The at-large positions shall be appointed by the BOARD from a list of applicants. The BOARD shall give notice of the availability of the positions by article in the newspaper, and seek applications therefore at least 30 days prior to filling the positions.

The Advisory Committee shall meet monthly and at such other times as the committee shall determine or when requested by the BOARD. The members shall elect a Chairperson who shall conduct the meetings and assume other functions as the committee shall determine.

The Advisory Committee shall adopt by-laws and shall provide advice and evaluation for the BOARD and the Director on the following:

1. Call-taking, selective call-transfer and dispatch procedures and policies.
2. Continuous quality improvement monitoring and review of Center performance.
3. Priorities, policies and procedures for E9-1-1 system enhancement, programming, implementation and equipment usage.
4. Administrative and operational policies and procedures of the Center.
5. New equipment proposals.
6. Any other matters on which the Director or the BOARD may request advice or evaluation.

IX.

TERM AND WITHDRAWAL OF A PARTY

After approval and appropriate filing, this agreement shall become effective and shall endure until terminated by law or by mutual agreement of the parties. A party may withdraw from this agreement only upon lawful resolution of the governing body of that party and service of written notice thereof on the remaining party or parties hereto at least 180 days prior to the first day of July of any year. This agreement will remain in full force and effect as to a

withdrawing party until the 30th day of June next following service of notice of the withdrawal of said party; the agreement shall remain in full force and effect as to all remaining parties until termination or withdrawal.

X.

TRANSITION PROVISION

The parties agree that the transition from the current dispatch operation to the consolidated operation will require substantial planning, including consultations with current staffs and their collective bargaining representatives. The parties therefore agree that the current operation will continue after the execution of this Agreement, under the Memorandum of Understanding executed by the 911 Administration Board, the Board of Commissioners, the Sheriff and the Interim Emergency Services Director.

The BOARD shall work closely with the Sheriff and the Interim Emergency Services Director to achieve a smooth transition. When the transition to the new building is complete, the BOARD will hire a Director under Section III of this Agreement.

IN WITNESS WHEREOF, the parties execute this agreement effective this 20 day of April, 2009.

FLATHEAD COUNTY

By: _____
Dale W. Lauman, Chairman

ATTEST:

By: _____
Diana Kile, Clerk

(seal)

CITY OF COLUMBIA FALLS

By: _____
William F. Shaw, City Manager

ATTEST:

By: _____
Susan M. Nicosia, City Clerk

(seal)

CITY OF KALISPELL

By: _____
Myrt Webb, Interim City Manager

ATTEST:

By: _____
Theresa White, City Clerk

(seal)

CITY OF WHITEFISH

By: _____
Charles C. Stearns, City Manager

ATTEST:

By: _____
Neeile Lorang, Clerk

(seal)

* * * * * * * * *

STATE OF MONTANA )
:ss
County of Flathead )

On this 4 day of ~~April~~ May, 2009, before me, the undersigned Notary Public for the State of Montana, personally appeared DALE W. LAUMAN and DIANA KILE, known to me to be the Chairman of the Board of Commissioners and the Clerk of the Board, respectively, and acknowledged to me that the County executed the same.

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

(seal)

Debbie L. Boreson
Notary Public for the State of Montana
Residing at Kalispell
My commission expires: July 16, 2009

* * * * * * * * *

STATE OF MONTANA )
:ss
County of Flathead )

On this 22nd day of April, 2009, before me, the undersigned Notary Public for the State of Montana, personally appeared WILLIAM F. SHAW and SUSAN M. NICOSIA, known to me to be the City Manager and City Clerk, respectively, and acknowledged to me that the City of Columbia Falls executed the same.

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

(seal) VICKIE R. OTT NOTARIAL SEAL STATE OF MONTANA

Vickie R. Ott
Printed Name: Vickie R. Ott
Notary Public for the State of Montana
Residing at Columbia Falls
My commission expires: 10-14-2011

* * * * * * * * *

STATE OF MONTANA )
:ss
County of Flathead )

On this 21st day of April, 2009, before me, the undersigned Notary Public for the State of Montana, personally appeared MYRT WEBB and THERESA WHITE, known to me to be the Interim City Manager and City Clerk, respectively, and acknowledged to me that the City of Kalispell executed the same.

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

(seal) JUDI A. FUNK NOTARIAL SEAL STATE OF MONTANA

Judi A Funk
Printed Name: Judi A Funk
Notary Public for the State of Montana
Residing at Kalispell
My commission expires: 2/25/2012

* * * * * * * * *

STATE OF MONTANA )
:ss
County of Flathead )

On this 27 day of April, 2009, before me, the undersigned Notary Public for the State of Montana, personally appeared CHARLES C. STEARNS and NECILE LORANG, known to me to be the City Manager and City Clerk, respectively, and acknowledged to me that the City of Whitefish 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
Printed Name: Vanice Woodbeck
(seal) Notary Public for the State of Montana
Residing at Whitefish
My commission expires: 2 23 2012

FLATHEAD COUNTY 911
Emergency Communications Center

# 911 Funding Committee
# Final Report and Recommendation

To: The Honorable Jim Dupont, Chair
Honorable Members of the 911 Administration Board

From: Chuck Stearns, Whitefish City Manager/Funding Sub-committee chair

Re: Final Report of 911 Funding Sub-committee and Recommendation

Date: May 4, 2011

## Background and Recommendations

The April 20, 2009 Interlocal Agreement between Flathead County, and the cities of Columbia Falls, Kalispell, and Whitefish contained the following provision which established our funding sub-committee:

> *The BOARD shall appoint a committee within three months of the execution of this agreement to study funding issues and to search for funding mechanisms that are more appropriate and acceptable to the parties to this Agreement. The committee shall make its recommendations within two years of its formation.*

This sub-committee has met for approximately the past year and a half to discuss fair and equitable methods of funding the 911 dispatch functions. This memo and attachments contain our final report and recommendation, however, if there are additional issues or topics that the 911 Administration Board would like us to review, we are certainly willing to do so.

**Recommendation #1 – The sub-committee recommends that, at the appropriate time as determined by the 911 Administration Board and the Flathead County Commissioners, an election ballot question be posed to the countywide electorate for funding the 911 dispatch operation from a new countywide property tax levy.**

**Recommendation #2 – Until such an appropriate time for a countywide levy election proposal is determined, the sub-committee recommends that the 911 dispatch function be funded by a combination of a pro-rata sharing of the 911 base budget on a population basis among the three cities and Flathead County as currently exists in the Interlocal Agreement. Beginning in FY13 and phased in over three years (50%, 75%, then 100%), we propose that the base budget would also be augmented by billing other users of the 911 dispatch service on a call volume basis for their per call cost whereby the base budget is allocated among all users on a per call basis. I.e. the four jurisdictions would pay the base budget**

**each year based on census only and other users would be billed on a per call basis. Such billing of state and federal agencies could begin as early as July 1, 2011 and the other districts could begin on July 1, 2012.**

## History, Justification and Rationale – Recommendation #1

Prior to our first meeting, I met with other members of the committee to discuss a double taxation analysis which I had prepared (Exhibit A). A large concern of mine was that the current funding formula had city taxpayers in each of the three cities paying twice for 911 costs – once in the city portion of their property tax bill and then again in the county portion of their property tax bill for the residents of the unincorporated area. This system seemed unfair to the cities and was a point of discussion prior to the Interlocal Agreement. Moreover, as Exhibit A shows, the current system was most unfair to the City of Columbia Falls which is the jurisdiction least able to afford such costs.

As the sub-committee began meeting, we focused on evaluating a countywide levy and allocating costs based on call volume and billing all jurisdictions on a per call basis. The sub-committee members generally liked the equity and administrative ease of a countywide property tax levy, but recognized the difficulty with getting a new tax levy passed, especially in the current economic times.

The sub-committee then focused on obtaining credible numbers for a call volume based funding system, but we ultimately decided we had to wait until after the consolidation of dispatch operations occurred to get comparable data. After the consolidation occurred in 2010, we were able to obtain the first six months of call data for the period of July 1 – December 31, 2010. Those call totals and proportions are shown in Exhibit B.

Last fall, Mike Pence and I made presentations to the monthly County Fire Chiefs meeting and to the EMS Administration Board about allocating cost on a per call basis. We told them that we would get back in touch with them prior to implementing any billing based on call volume. The reception to our presentations was courteous, but it is probably safe to say that the different fire departments and districts along with EMS responders did not welcome the beginning of being billed for their dispatch calls. However, those discussions did compel us to evaluate two additional options for funding 911 – a system similar to the landfill assessment and a mixed system of population and per call volume.

A countywide property tax levy would ensure that all taxpayers would pay for 911 dispatch services on a fair and equitable basis and no one would pay twice. While there are inequities in the property taxation system, it is a system which Montana local governments are reliant upon. Moreover, there is an inherent public good aspect to 911 dispatch services wherein an argument could be made that the users of the service should not pay all of the costs; i.e. we all benefit by having a good 911 dispatch system in place even if one never uses the service individually.

While the current economic retrenchment is not the best time to propose a new property tax levy, there are few good times to do so. The 911 Administration Board should consult with the Flathead County Commissioners, and possibly all jurisdictions, on the appropriate time to propose a new Countywide property tax levy for 911 dispatch.

**History, Justification and Rationale – Recommendation #2**

Once the sub-committee received the call volume data for the second half of calendar year 2010, we analyzed that data. Despite sharing the costs with other jurisdictions, there were significant shifting of costs among the four jurisdictions that did not seem fair. Another aspect of going to a call volume based billing method was that the sub-committee members did not necessarily want any incentive to restrict or limit communications and billing on a per call basis might provide such an incentive. The basic purpose of a 911 dispatch system is for good communications and if public safety personnel start thinking of needing to limit calls for budgetary purposes, that might hinder public safety.

The sub-committee then decided to wait until we saw the effects of the 2010 Census and that information arrived in the middle of March, 2011. At that point, the four options we were evaluating were summarized in Exhibit C.

The reasoning for having the four jurisdictions continue to pay based on population is that the differential effects on some jurisdictions to go to per call billing were even greater than the increases caused by the new census population. Another reason was the call rationing discussion above and we didn't want any incentive for call rationing. However, we still felt that the other jurisdictions and agencies which use the 911 dispatch service should pay some for the service and their costs are best allocated on a per call basis as the population data for their jurisdictions or agencies is not easily available or may not be as relevant.

So basically, as Exhibit C shows, we are recommending Option B for the funding contributions from the four governments in the Interlocal Agreement and continuing to use the decennial census as the basis for the allocation because of the inherent problems with the annual estimates. This recommendation would allocate the base budget of property tax requirements (total budget less non-tax revenue) which was $1,899,235 in FY11 and allocating the base budget each year among the four jurisdictions using the 2010 census figures. Then, additional revenue of $179,516 could be obtained by billing the other jurisdictions and agencies as shown in Exhibit B. Such billing could begin for state and federal agencies in July, 2011 and for the other districts and agencies in July, 2012.

Final points

We recognize that there will be opposition to both a countywide levy and to billing other districts and agencies. However, equity for the four jurisdictions will remain an issue until a countywide levy is adopted. Also, if the other districts start receiving and paying a bill for 911 services, in the future when a countywide levy is proposed which might eliminate their billings, the other districts and agencies might help advocate for a countywide property tax levy.

We hope that this report and recommendations help the 911 Administration Board understand and discuss the various options. We remain committed to answering your questions, joining your discussions, and helping you implement any recommendations. If you would like us to do additional research or evaluation, we would be willing to do so.

Respectfully submitted.

Chuck Stearns,
City Manager, Whitefish
Funding Sub-Committee Chair

911 Funding Sub-Committee - Exhibit A

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | | | | | | | | | |
| 2 | | | DOUBLE TAXATION ANALYSIS OF PROPOSED 911 AGREEMENT | | | | | | | | | | | |
| 3 | | **DRAFT - SUBJECT TO VERIFICATION AND VALIDATION BY EACH JURISDICTION** | | | | | | | | | | | | |
| 4 | | | | PREPARED: | 4/11/2011 16:21 | | | | | | | | | |
| 5 | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | |
| 7 | **CURRENT MARKET & TAXABLE VALUES** | | | | | | | | 2009 TOTAL | | | | | |
| 8 | | 2009 TOTAL | Percentage | | 2009 TOTAL | Percentage | | | TAXABLE VALUE | Percentage | | | | |
| 9 | | ASSESSOR'S MARKET VALUE | of Total | | TAXABLE VALUE | of Total | | | w/o TIF's | of Total | | | | |
| 10 | | | | | | | | | | | | | | |
| 11 | Columbia Falls | $186,675,055 | 2.42% | | $5,850,970 | 2.61% | | | $5,850,970 | 2.61% | | | | |
| 12 | Kalispell | $1,269,510,589 | 16.45% | | $39,522,014 | 17.65% | | | $37,981,898 | 16.96% | | | | |
| 13 | Whitefish | $888,143,474 | 11.51% | | $26,541,317 | 11.85% | | | $20,103,083 | 8.98% | | | | |
| 14 | County Outside Municilalities | $5,373,630,671 | 69.63% | | $151,989,760 | 67.88% | | | $159,968,110 | 71.44% | | | | |
| 15 | | | | | | | | | | | | | | |
| 16 | Total Flathead County | $7,717,959,789 | 100.00% | | $223,904,061 | 100.00% | | | $223,904,061 | 100.00% | | | | |
| 17 | | | | | | | | | | | | | | |
| 18 | | | | | | | | | | | | | | |
| 19 | **DOUBLE TAXATION EFFECTS OF CURRENT PROPOSAL** | | | | | | | | | | | | | |
| 20 | | | | | ALLOCATION OF | | | | PORTION OF | | | | | |
| 21 | | | | | PROPOSED FY11 | | IMPACT ON | | COUNTY OUTSIDE | | | TOTAL | IMPACT ON | DOLLARS |
| 22 | | | | | CONSOLIDATED BUDGET* | | OWNER OF | | MUNICIPALITIES | | | MILLS | OWNER OF | OF |
| 23 | | 2000 CENSUS | Percentage | | BY POPULATION | # OF | $200,000 HOUSE | | CARRIED BY | # OF | | ON | $200,000 HOUSE | DOUBLE |
| 24 | | POPULATION | of total | | (*Budget less non-tax rev) | MILLS | (Assessed Value) | | MUNICIPALITIES | MILLS | | TAXPAYERS | (Assessed Value) | TAXATION |
| 25 | Columbia Falls | 3,645 | 4.89% | | $92,958.49 | 15.888 | $93.10 | | $34,368.69 | 5.874 | | 21.762 | $127.52 | $34.42 |
| 26 | Kalispell | 14,223 | 19.10% | | $362,729.38 | 9.550 | $55.96 | | $223,106.26 | 5.874 | | 15.424 | $90.39 | $34.42 |
| 27 | Whitefish | 5,032 | 6.76% | | $128,331.17 | 6.384 | $37.41 | | $118,085.82 | 5.874 | | 12.258 | $71.83 | $34.42 |
| 28 | County Outside Municilalities | 51,571 | 69.25% | | $1,315,215.97 | 5.874 | $34.42 | | $939,655.19 | 5.874 | | 5.874 | $34.42 | |
| 29 | | | | | | | | | | | | | | |
| 30 | Total Flathead County | 74,471 | 100.00% | | $1,899,235.00 | | | | $1,315,215.97 | 5.874 | | 5.874 | $34.42 | |
| 31 | | | | | | | | | | | | | | |
| 32 | | | | | | | | | | | | | | |
| 33 | **ALLOCATION OF COSTS IF DONE BY COUNTYWIDE LEVY** | | | | | | | | | | | | | |
| 34 | | | | | ALLOCATION OF | | | | PORTION OF | | | | | |
| 35 | | | | | PROPOSED FY11 | | | | COUNTY OUTSIDE | | | TOTAL | | DOLLARS |
| 36 | | | | | CONSOLIDATED BUDGET* | | IMPACT ON | | MUNICIPALITIES | | | MILLS | IMPACT ON | OF |
| 37 | | 2000 CENSUS | | | BY POPULATION | # OF | OWNER OF | | CARRIED BY | # OF | | ON | OWNER OF | DOUBLE |
| 38 | | POPULATION | | | (*Budget less non-tax rev) | MILLS | $200,000 HOUSE | | MUNICIPALITIES | MILLS | | TAXPAYERS | $200,000 HOUSE | TAXATION |
| 39 | Columbia Falls | 3,645 | 4.89% | | | | $49.71 | | | | | 8.482 | $49.71 | $0.00 |
| 40 | Kalispell | 14,223 | 19.10% | | | | $49.71 | | | | | 8.482 | $49.71 | $0.00 |
| 41 | Whitefish | 5,032 | 6.76% | | | | $49.71 | | | | | 8.482 | $49.71 | $0.00 |
| 42 | County Outside Municilalities | 51,571 | 69.25% | | | | $49.71 | | | | | 8.482 | $49.71 | |
| 43 | | 0 | | | | | | | | | | | | |
| 44 | Total Flathead County | 74,471 | 100.00% | | $1,899,235.00 | 8.482 | $49.71 | | | | | 8.482 | $49.71 | |
| 45 | | | | | | | | | | | | | | |
| 46 | | | | | | | | | | | | | | |
| 47 | | | | | | | | | | | | | | |
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| 56 | | | | | | | | | | | | | | |
| 57 | | | | | | | | | | | | | | |

# 911 Funding Sub-Committee - Exhibit B

| | A | B | C | D | E | F | G | H | I | J | K |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Flathead 9-1-1 Dispatch and Emergency Communications Center | | | | | | | | | | |
| 2 | Computer Aided Dispatch Total Responses by Agency Between July 1, 2010 and December 31, 2010 | | | | | | | | | | |
| 3 | Department | ORI | Responses including Mutual Aid | | Percentage of Responses | | | Calls in Response Area Only | Percentage of Responses | | Allocation of FY11 property tax requirements for 911 |
| 4 | ALERT | 904 | 372 | | 0.85% | | | 372 | 0.85% | | $15,819.14 |
| 5 | Bad Rock Fire Department | 7011 | 88 | | 0.20% | | | 88 | 0.20% | | $3,742.16 |
| 6 | Big Mountain Fire Department | 7019 | 32 | | 0.07% | | | 32 | 0.07% | | $1,360.79 |
| 7 | Bigfork Fire Department | 7012 | 186 | | 0.42% | | | 184 | 0.42% | | $7,824.52 |
| 8 | Bigfork Volunteer Ambulance | 410 | 215 | | 0.49% | | | 215 | 0.49% | | $9,142.78 |
| 9 | Blankenship Fire Department | 7037 | 6 | | 0.01% | | | 6 | 0.01% | | $255.15 |
| 10 | Canyon QRU | 119 | 108 | | 0.25% | | | 108 | 0.25% | | $4,592.65 |
| 11 | Columbia Falls Fire Department | 7003 | 165 | | 0.38% | | | 160 | 0.37% | | $6,803.93 |
| 12 | Columbia Falls Police Department | MT0150100 | 2,816 | | 6.40% | | | 2,797 | 6.42% | | $118,941.24 |
| 13 | Coram-West Glacier Fire Department | 7031 | 64 | | 0.15% | | | 64 | 0.15% | | $2,721.57 |
| 14 | Creston Fire Department | 7016 | 107 | | 0.24% | | | 107 | 0.25% | | $4,550.13 |
| 15 | Evergreen Fire Department | 7018 | 607 | | 1.38% | | | 607 | 1.39% | | $25,812.42 |
| 16 | Ferndale Fire Department | 7036 | 16 | | 0.04% | | | 16 | 0.04% | | $680.39 |
| 17 | Fisher River Valley Fire Rescue | 56013 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 18 | Flathead County Fire Investigation Team | 99993 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 19 | Flathead County Juvenile Detention Center | FCJD01500 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 20 | Flathead County Sheriff Office | MT0150000 | 16,872 | | 38.37% | | | 16,641 | 38.17% | | $707,651.47 |
| 21 | Flathead District Court | MT015025J | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 22 | Flathead Justice Court | MT015041J | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 23 | Flathead Nordic | 99992 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 24 | Flathead Search and Rescue | 99998 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 25 | Glacier National Park | MTDI00100 | 1 | | 0.00% | | | 1 | 0.00% | | $42.52 |
| 26 | Glacier Park International Airport Fire-Rescue | 7050 | 17 | | 0.04% | | | 17 | 0.04% | | $722.92 |
| 27 | Hungry Horse Fire Department | 7032 | 51 | | 0.12% | | | 51 | 0.12% | | $2,168.75 |
| 28 | Immigration and Customs Enforcement | MTICE04T0 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 29 | Kalispell Fire Department | 7001 | 1,402 | | 3.19% | | | 1,402 | 3.22% | | $59,619.46 |
| 30 | Kalispell Interagency Fire Management | 7030 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 31 | Kalispell Police Department | MT0150300 | 13,181 | | 29.98% | | | 13,083 | 30.01% | | $556,349.03 |
| 32 | Lakeside QRU, Inc. | 449 | 112 | | 0.25% | | | 112 | 0.26% | | $4,762.75 |
| 33 | Marion Ambulance & Rescue Service Inc. | 508 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 34 | Marion Fire Department | 7035 | 87 | | 0.20% | | | 87 | 0.20% | | $3,699.64 |
| 35 | Martin City Fire Department | 7033 | 48 | | 0.11% | | | 48 | 0.11% | | $2,041.18 |
| 36 | Montana Fish and Game | MTMFG0500 | 232 | | 0.53% | | | 230 | 0.53% | | $9,780.65 |
| 37 | Montana Highway Patrol | MTMHP0700 | 2 | | 0.00% | | | 2 | 0.00% | | $85.05 |
| 38 | North Valley Search and Rescue | 99997 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 39 | Olney Fire Department | 7034 | 24 | | 0.05% | | | 24 | 0.06% | | $1,020.59 |
| 40 | Other Agency | 99999 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 41 | Rollins Fire Department | 15032 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 42 | Smith Valley Fire Department | 7013 | 181 | | 0.41% | | | 181 | 0.42% | | $7,696.95 |
| 43 | Somers-Lakeside Fire Department | 7014 | 134 | | 0.30% | | | 134 | 0.31% | | $5,698.29 |
| 44 | South Kalispell Fire Department | 7017 | 100 | | 0.23% | | | 100 | 0.23% | | $4,252.46 |
| 45 | Three Rivers EMS | 722 | 631 | | 1.44% | | | 631 | 1.45% | | $26,833.01 |
| 46 | US Customs Service | MTUSC5004 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 47 | US Forest Service | MTD0A9900 | 320 | | 0.73% | | | 319 | 0.73% | | $13,565.34 |
| 48 | US Marshall Service | MTUSM010 | 0 | | 0.00% | | | 0 | 0.00% | | $0.00 |
| 49 | West Flathead EMS | 510 | 178 | | 0.40% | | | 177 | 0.41% | | $7,526.85 |
| 50 | West Valley Fire Department | 7015 | 208 | | 0.47% | | | 208 | 0.48% | | $8,845.11 |
| 51 | Whitefish Fire Department | 7002 | 830 | | 1.89% | | | 830 | 1.90% | | $35,295.40 |
| 52 | Whitefish Police Department | MT0150200 | 4,579 | | 10.41% | | | 4,565 | 10.47% | | $194,124.69 |
| 53 | | | | | | | | | | | |
| 54 | | | | | | | | | | | |
| 55 | | | 43,972 | | 100.00% | | | 43,599 | 100.00% | | $1,854,029.00 |
| 56 | | | | | | | | | | | |
| 57 | | | | | | | | | | | |
| 58 | Notes: | | | | | | | | | | |
| 59 | 1. ) Totals include any call for which the listed agency responded to during the period. | | | | | | | | | | |
| 60 | 2. ) Totals include any mutual aid calls for which the listed agency responded to outside their response area during the period. | | | | | | | | | | |
| 61 | 3. ) Removed totals for Flathead 911 Dispatch (test calls, information only calls, etc.) | | | | | | | | | | |

OPTIONS FOR 911 FUNDING SUB-COMMITTEE
PREPARED: 3/16/2011

911 Funding Sub-Committee - Exhibit C

## OPTION A - 2000 CENSUS ALLOCATION

| | 2000 CENSUS POPULATION | Percentage of total | ALLOCATION OF PROPOSED FY11 CONSOLIDATED BUDGET* BY POPULATION (*Budget less non-tax rev) |
|---|---|---|---|
| Columbia Falls | 3,645 | 4.89% | $92,958.49 |
| Kalispell | 14,223 | 19.10% | $362,729.38 |
| Whitefish | 5,032 | 6.76% | $128,331.17 |
| County Outside Municilalities | 51,571 | 69.25% | $1,315,215.97 |
| Other Districts and Agencies | | 0.00% | $0.00 |
| Total Flathead County | 74,471 | 100.00% | $1,899,235.00 |

## OPTION B - 2010 CENSUS ALLOCATION

| | 2010 CENSUS POPULATION | Percentage of total | ALLOCATION OF PROPOSED FY11 CONSOLIDATED BUDGET* BY POPULATION (*Budget less non-tax rev) |
|---|---|---|---|
| Columbia Falls | 4,688 | 5.16% | $97,919.38 |
| Kalispell | 19,927 | 21.92% | $416,220.04 |
| Whitefish | 6,357 | 6.99% | $132,780.19 |
| County Outside Municilalities | 59,956 | 65.94% | $1,252,315.39 |
| Other Districts and Agencies | | 0.00% | $0.00 |
| Total Flathead County | 90,928 | 100.00% | $1,899,235.00 |

## OPTION C - CALL VOLUME ALLOCATION - 100'
BASED ON JULY-DEC 2010 CALLS

| | CALLS | Percentage of total | ALLOCATION OF PROPOSED FY11 CONSOLIDATED BUDGET* BY POPULATION (*Budget less non-tax rev) |
|---|---|---|---|
| Columbia Falls | 2,957 | 6.78% | $128,811.16 |
| Kalispell | 14,485 | 33.22% | $630,987.38 |
| Whitefish | 5,395 | 12.37% | $235,013.94 |
| County Outside Municilalities | 16,641 | 38.17% | $724,905.84 |
| Other Districts and Agencies | 4,121 | 9.45% | $179,516.67 |
| Total Flathead County | 43,599 | 100.00% | $1,899,235.00 |

## OPTION D - CALL VOLUME ALLOCATION - 50%
BASED ON JULY-DEC 2010 CALLS
AND 50% BY POPULATION

| | 2010 CENSUS POPULATION | CALLS | ALLOCATION (*Budget less non-tax rev) |
|---|---|---|---|
| Columbia Falls | 4,688 | 2,957 | $113,365.27 |
| Kalispell | 19,927 | 14,485 | $523,603.71 |
| Whitefish | 6,357 | 5,395 | $183,897.06 |
| County Outside Municilalities | 59,956 | 16,641 | $988,610.61 |
| Other Districts and Agencies | | 4,121 | $89,758.34 |
| Total Flathead County | 90,928 | 43,599 | $1,899,235.00 |

# FLATHEAD EMERGENCY COMMUNICATIONS FUNDING PLAN

## *Background:*

In 2009 Flathead County, Kalispell, Whitefish and Columbia Falls entered into an interlocal agreement that consolidated dispatch and communication services from four separate operations to one central operation in Kalispell. This consolidation was a significant achievement after many years of discussion and research into the concept. Change is not easy and there were some definite bumps in the road that have been overcome. Our citizens are well served by this consolidation with a well-trained dedicated staff and state of the art dispatch and radio communications systems.

A key provision of Section I of the interlocal agreement stated that, "the board shall appoint a committee within three months of the execution of this agreement to study funding issues and to search for funding mechanisms that are more appropriate and acceptable to the parties to this agreement". There was a definite understanding between the county and the three participating cities that a "future funding committee" would be established to make every effort to find a fair and equitable funding mechanism to replace the population based funding formula approved as part of the interlocal agreement.

This committee was formed and a number of funding alternatives have been researched and presented to the Flathead Emergency Communications Center Board and the Board of County Commissioners for their consideration. Due to the effects of the recession, the idea of pursuing a ballot issue for a voted mill levy or another form of funding was not considered viable so the status quo has been in effect for several years now.

The funding options explored to date include (1) a voted mill levy, (2) vehicle license fee surcharge allowed by state law, (3) collection of additional revenue from rural fire districts, federal/state/local government agencies and private emergency providers – i.e. all user agencies would pay on a per call cost basis, (4) formation of a special emergency communications district, and (5) continuation of the current funding method that does not provide any funding for critical capital improvement needs.

The key funding issue is fairness. Under the current formula, all taxpayers pay on a mill levy basis for the 66% share that comes from the sheriff's levy. So both rural and city taxpayers pay the same mill rate for that part of the revenue contribution. Then the three cities each levy taxes to their citizens to fund their allocation, so city taxpayers pay both the county and city levies for the same services. So there is a big disparity involved as you look at contribution dollars for this service between rural and city taxpayers where everyone has the same right and ability to dial 911 – see attached chart with residential property examples of the same value house in each jurisdiction.

## *Recommendation:*

The funding committee concluded that the best funding option to take to our citizens for their consideration is the creation of a special emergency communications district. This option would continue the collection of the county mill levy where all taxpayers pay on an equitable property value basis. The balance of the funding needed to operate the FECC would be generated from newly formed special district flat rate fees collected in the same manner the county collects funds for the solid waste

district landfill operations. Using this combined funding formula, all taxpayers would pay the same mill rate to the county to provide for capital improvement funding and the portion of the emergency communications operations that involves costly radio communications, GIS, and IT services. The flat rate special district fees would provide funding for the dispatch center staff, facility maintenance, equipment and operations. This combined funding approach provides a fair balance with a combination mill levy and flat rate that apply equitably to city and rural taxpayers and different classifications of taxpayers.

The estimated annual cost to operate all of the emergency communications components outlined above for the next five years is $3.9 million. We receive approximately $625,000 from the state from a one dollar ($1.00) monthly phone user tax paid to the telephone companies to assist in the operation of county and city dispatch centers. So the net amount we need to fund at the county and city level is about $3.3 million. Our proposed funding plan will cover all the operational costs and a critically needed $500,000 annual contribution for the capital improvement program over the next twenty years. We propose to continue the property tax levy at about the six mill level from the county sheriff's office budget that totals approximately $1.5 million. The proposed special district funding would require an additional estimated $1.9 million to fully fund this operation that has been in place for the past five years. The new funding required that has not been achieved under the current funding system is the $500,000 needed for the capital improvement program.

We are proposing to continue the sheriff's levy that is currently a little less than six (6) mills and our proposed flat rate for the special district would be a $25 flat rate fee for residential properties annually and $50 per commercial unit not to exceed 30 units for commercial properties.

We strongly feel this combined funding formula creates fairness and provides the revenue needed to be able to provide needed facilities, equipment, personnel and state of the art communications systems to meet the emergency needs for all the citizens of Flathead County.

## *Conclusion:*

It is critical that a new funding solution be put into place in the near future since we have been unable to generate any new funds for capital improvement needs under the current funding formula due to levy limits set by state law for the county and the three cities. We hope our citizens will support formation of a special communications district with some additional funding to allow us to provide the best level of service we can for the critical emergency communications system our citizens deserve and expect.

County and city officials feel the best approach to take in regard to securing a fair and equitable funding solution is to properly inform the public of the funding needs to provide the best emergency communications we can. It is the desire of the Flathead County Board of Commissioners to place the question of the potential formation of a special emergency communications district on the ballot to provide the level of service needed to protect our citizens. The question is proposed to be placed on the November 2014 general election ballot.

## *Recommendation:*

The 911 Funding Sub-committee reviewed this report and conclusion and voted unanimously by email proxy of those responding (5-0) in May, 2014 to recommend that the FECC Board and the Flathead Board of County Commissioners pursue the creation of this special district and countywide funding sources.

Chuck Stearns
911 Funding Sub-committee Chair
May 6, 2014

Mike Pence
Funding Plan Report Author
May 6, 2014

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | Comparison of 911 Costs on Tax Bills versus Cost of Special District Fee Proposal | | | | | | | |
| | | Prepared by Chuck Stearns, City Manager of Whitefish | on | 4/8/2014 | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | Current Tax Cost | | Proposed Fee Cost | | Motor Vehicle Fee |
| | | | | | | | 5.921 mills on value | | Surcharge Option |
| | | | | | | | plus $25 fee | | |
| | | | | | | | | | |
| $300,000 | House in County | | | | | | | | |
| | | Market Value | | $300,000 | | | | | |
| | | DOR Appraised Value (MV *.53) | 1 | $159,000 | | | | | |
| | | DOR Assessed Value (above * .0247) (Taxable Value) | | $3,927 | | | | | |
| | | Cost - County Mills (5.921 mills/1000) * Taxable Value | 2 | | $23.25 | | $23.25 | | |
| | | Special District Fee, MV Tax, or other | | | $0.00 | | $25.00 | | |
| | | Total Cost | | | $23.25 | | $48.25 | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| $300,000 | House in Kalispell | | | | | | | | |
| | | Market Value | | $300,000 | | | | | |
| | | DOR Appraised Value (MV *.53) | 1 | $159,000 | | | | | |
| | | DOR Assessed Value (above * .0247) (Taxable Value) | | $3,927 | | | | | |
| | | Cost - Kalispell Mills (12.133 mills/1000) * Taxable Value | 3 | | $47.65 | | $0.00 | | |
| | | Plus - Cost of County 5.921 mills | | | $23.25 | | $23.25 | | |
| | | Special District Fee, MV Tax, or other | | | $0.00 | | $25.00 | | |
| | | Total Cost | | | $70.90 | | $48.25 | | |
| | | | | | | | | | |
| | | | | | | | | | |
| $300,000 | House in Whitefish | | | | | | | | |
| | | Market Value | | $300,000 | | | | | |
| | | DOR Appraised Value (MV *.53) | 1 | $159,000 | | | | | |
| | | DOR Assessed Value (above * .0247) (Taxable Value) | | $3,927 | | | | | |
| | | Cost - Whitefish Mills (6.870 mills/1000) * Taxable Value | 4 | | $26.98 | | $0.00 | | |
| | | Plus - Cost of County 5.921 mills | | | $23.25 | | $23.25 | | |
| | | Special District Fee, MV Tax, or other | | | $0.00 | | $25.00 | | |
| | | Total Cost | | | $50.23 | | $48.25 | | |
| | | | | | | | | | |
| | | | | | | | | | |
| $300,000 | House in Columbia Falls | | | | | | | | |
| | | Market Value | | $300,000 | | | | | |
| | | DOR Appraised Value (MV *.53) | 1 | $159,000 | | | | | |
| | | DOR Assessed Value (above * .0247) (Taxable Value) | | $3,927 | | | | | |
| | | Cost - CF equivalent Mills (16.263 mills/1000) * Taxable Value | 5 | | $63.87 | | | | |
| | | Plus - Cost of County 5.921 mills | | | $23.25 | | $23.25 | | |
| | | Special District Fee, MV Tax, or other | | | $0.00 | | $25.00 | | |
| | | Total Cost | | | $87.12 | | $48.25 | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | Footnotes | | | | | | | | |
| | 1. Section 15-6-222 exempts 47% of market value for Class 4 Residential properties | | | | | | | | |
| | 2. County mills equal $1,431,807 budget for 911 divided by County mill value of $241,807 | | | | | | | | |
| | 3. Kalispell mills equal $477,268 cost divided by Kalispell mill value of $39,334.85 | | | | | | | | |
| | 4. Whitefish mills equal $151,859 cost divided by Whitefish mill value of $22,105.76 | | | | | | | | |
| | 5. Columbia Falls mills equal $108,470 cost divided by Col Falls mill value of $6,669.52 | | | | | | | | |

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## Chuck Stearns

**From:** Bob Howard <bobhoward9@me.com>
**Sent:** Sunday, June 22, 2014 1:49 PM
**To:** dtaylor@cityofwhitefish.org; cstearns@cityofwhitefish.org; wcompton-ring@cityofwhitefish.org; jmuhlfeld@cityofwhitefish.org; janderson@cityofwhitefish.org; pbarberis@cityofwhitefish.org; afeury@cityofwhitefish.org; jfrandsen@cityofwhitefish.org; rhildner@cityofwhitefish.org; fsweeney@cityofwhitefish.org
**Cc:** Heath Howell
**Subject:** Whitefish Lake Lodge Marina Expansion

Ladies and Gentlemen:

We have lived in Whitefish since 2006 and own a boat which we enjoy using on Whitefish Lake. As a non-lakefront owner we count on the lottery to obtain use of a seasonal boat slip at the Whitefish Lodge Marina which is the only public marina on the lake and has a very limited number of public slips. We are very much in support of the expansion of 9 additional slips for public use by the Lodge. My understanding is that the Lodge acquired additional land granting them the additional slips under the Lakeshore rules.

The alternative for boat owners not able to get a seasonal slip is to launch their boats daily at City Beach which is a very crowded facility with limited parking for boat trailers. In addition a study was prepared by the Whitefish Lake Institute which found the highest concentration on the lake of chemicals such as Benzene which is known to cause a myriad of human health problems was found at the City Beach Launch Site. The study suggested that this could be caused from irresponsible fuel confinement by boat owners, the draining of boat hull effluent by pulling transit plugs on the boat ramp, and excessive engine idling in the area. Consequently mooring a boat in a slip is much safer environmentally than launching a boat numerous times throughout the year.

I understand that opponents of the 9 slip expansion all live on the lake and have access to their own private boat slips. It is unfair and selfish for those who have lakefront property to deny to deny access to those who are not fortunate enough to have lakefront property. One of the most important factors that drew us to Whitefish was the lake and we are strongly in favor of expanding the boat slips to allow the general public to have greater access to seasonal boat slips.

Thank you,

Bob & Susan Howard
170 Elk Highlands Drive
Whitefish, MT 59937

## Chuck Stearns

**From:** Brad Cox <brad@coxfinancialgroup.ca>
**Sent:** Thursday, June 26, 2014 4:05 PM
**To:** dtaylor@cityofwhitefish.org; cstearns@cityofwhitefish.org; wcompton-ring@cityofwhitefish.org; jmuhlfeld@cityofwhitefish.org; janderson@cityofwhitefish.org; pbarberis@cityofwhitefish.org; afeury@cityofwhitefish.org; jfrandsen@cityofwhitefish.org; rhildner@cityofwhitefish.org; fsweeney@cityofwhitefish.org
**Subject:** Whitefish Lake Lodge Boat Slip Proposal

To City Council members,

I am emailing to each of you to show my support of the request from Whitefish Lake Lodge to acquire additional boat dock slips that will allow more individuals like myself who own boats and own homes in Whitefish to have access to a boat slip in a marina where our boats will be accessible for daily use without the hassle of launching our boat in and out at City Beach daily.

I am a Canadian from Lethbridge and have owned a home in Mountain Harbor for 14 years but have been coming to Whitefish for 55 years. At Mountain Harbor I believe we have 28 boat/sea doo slips and out of the 28 about 4-6 of those slips are not accessible for a large boat at certain times of the year as the water levels don't permit it at times. Most of the Mountain Harbor boat slips are owned privately and only 6 of them go up in an annual lottery for all the rest of the owners. Currently 23 owners put their names in the lottery for a chance at the 6 slips available.

With changes in ownership over the past 5 years we are seeing more older people selling their homes (many who did not have boats and or watercrafts) and younger families acquiring them, ( most have boats and would like to have lake access), but with the current lake rules we are not able to add additional slips to accommodate all homeowners. At this time the next best solution is to have access at the Whitefish Lake Lodge marina, barring limited availability there, our last option would be to launch the boat daily in and out of the lake. I personally would be in favor of a change in the formula used by the lake committee to determine the number of boat slips available to a homeowner or a community like ourselves, so we could accommodate all our homeowners with the same privileges only a few have today.

I am not sure why the council would be against homeowners and or tourists having Lake access for their boats and or sea doo's. My understanding is that the owners of the Lodge purchased extra land would then grant them the right to build additional docks with boat slips under the lake committee rules?

Whitefish Lake itself is a busy boating lake on a few long weekends during the summer, but even on those weekends it would be busy whether boat owners had lake access or not as many individuals launch their boats for those days anyhow. From my experiences over the 55 years I have been coming here, many people who are homeowners and have lake access tend to not use the lake on those days and wait until the crowds disappear. Normally during the weekdays the Lake is not overly busy and you can find many areas to enjoy skiing, wakeboarding, surfing, going for a cruise or for a quiet lunch and dip in the lake.

I find it odd that the council would be against any additional boat dock slips as tourism is the main source of income for the City and with such short seasons for boating and winter skiing, one would think you would want to accommodate families to create a greater experience. Having an opportunity to have better lake access for local owners like myself or tourists, would only seem to make that Whitefish experience even better.

Brad Cox

*Brad Cox*, *CLU, Ch.F.C.*
Cox Financial Group
536 - 18th St S
Lethbridge AB, T1J3E7
email: brad@coxfinancialgroup.ca
(off) 403-329-6220
(cell) 403-330-8149
(fax) 403-320-7720

*The contents of this communication, including any attachment(s), are confidential and may be privileged. If you are not the intended recipient (or are not receiving this communication on behalf of the intended recipient), please notify the sender immediately and delete or destroy this communication without reading it, and without making, forwarding, or retaining any copy or record of it or its contents. Thank you. Note: We have taken precautions against viruses, but take no responsibility for loss or damage caused by any virus present.*

## Chuck Stearns

**From:** Gerda Reeb <gerdareeb@gmail.com>
**Sent:** Tuesday, June 17, 2014 8:34 AM
**To:** nlorang@cityofwhitefish.org; cstearns@cityofwhitefish.org; jwilson@cityofwhitefish.org; John Muhlfeld
**Cc:** Mary Ciganek
**Subject:** petition for sidewalks on Texas Avenue in Whitefish
**Attachments:** City of Whitefish Texas Ave letter.docx

Dear Mrs. Lorang, Mr. Wilson, Mr. Stearns, Mayor Muhlfeld,

Attached please find a letter petitioning the City of Whitefish to add sidewalks to Texas Avenue. This letter currently includes 11 petitioning parties as signatories. Please distribute this letter to all relevant City of Whitefish personnel included in the decision making process regarding such petition.

Please confirm receipt and distribution of petition.

Thank you all very much and thank you, Mayor Muhlfeld, for helping us understand the process and providing email contacts. We took your suggestion and gathered neighborhood support. We will continue campaigning over the weekend and gather more signatures from concerned neighbors.

I am happy to serve as the primary email or phone communication contact for this process.

Sincerely,

Gerda Reeb
260 Texas Avenue
Whitefish, MT 59937
406 270 0938

**June 15, 2014**

**Petition to the City of Whitefish to add a sidewalk on Texas Avenue**

Dear City of Whitefish, Planning Board, City Council, and Mayor Muhlfeld,

As residents and property owners on Texas Avenue, Waverly Place, Cedar Street and Aspen Grove, we respectfully petition the City of Whitefish to add sidewalks to Texas Avenue. Since the annexation of Texas Avenue to the City of Whitefish density and traffic on this street have increased significantly over the past decade. In recent years, several subdivisions which significantly increase density have been added:

- Waverly Street has become a through street, connecting Texas Avenue to a plethora of apartment dwellings.
- Cedar Street has become a through street (it used to be a cul de sac), and a multitude of homes were added.
- Aspen Grove, which connect Texas Avenue to Colorado Avenue has been created and developed. Construction there has picked up pace.
- Hidden Meadows at the end of Texas Avenue has been added and a host of lots there have been developed and marketed.
- Denver Avenue has been extended to the East and several development lots have been added.
- Texas Avenue and its side streets have become more densely populated residential areas and many families with school kids reside there, hence Texas Avenue has become an important transport artery of kids to and from school. Kids walk and bike often to school; school buses are not an option as they do not service the area.

Concomitantly, especially since our economy has been recovering, construction traffic and density have increased considerably and Texas Avenue is used a thoroughfare for traffic going to all neighborhood streets: Waverly, Aspen Grove, Denver, and Hidden Meadows.

Residents on Texas Avenue have reached out with concerns to the City of Whitefish and Police Department in the past due to speeding issues on Texas Avenue and ensuing lack of safety for pedestrians and residents and their children using non-motorized vehicles. The response from city officials varied from indicating that lowering the speed limit to 15 MPH is not an option, to arguing that speed bumps would detrimentally impact vehicles, to stating that the geometry of the road (straight line) is to blame for speeding behavior.

While most of the adjacent subdivisions listed above have added sidewalks as part of their development regulations, these sidewalks dead-end within the respective developments and do not link into sidewalks on Texas Avenue. Currently there is also a lack of cohesion and continuity between the East Edgewood bike/pedestrian trail towards the north of town. Texas Avenue is heavily utilized by families, bikers, runners, walkers, especially since our city trails along East Edgewood end at the south end of Texas: thus many runs, bike rides, strolls, end up on Texas Avenue – a logical segue from the dead ending bike trail at the south end of Texas Avenue.

Furthermore, Texas Avenue is a straight line street with ditches on both sides. The road has no shoulder. Cars tend to easily speed due to its layout. However, a pedestrian or person on a bicycle, a parent with a stroller, or a child on a scooter have absolutely no way to avoid traffic dangers posed by cars/ trucks in case they need to, given that one cannot easily step/ jump into or over a ditch. A sidewalk (even if just on one side), would alleviate this situation.

Bringing even only one side of Texas up to grade and adding a sidewalk only to one side of the street (as seen on nearby Colorado Avenue) would greatly improve the safety and layout of the street as density and traffic grow.

We encourage the City of Whitefish to seize this opportunity to be proactive and create a safe side walk area for its residents on Texas Avenue and side streets and preempt safety issues which invariably will arise due to increased traffic caused by development and higher density. Besides adding safety and security for residents, families, and tax payers, the City of Whitefish would be able to create a logical and much needed extension to its network of safe bike and walking trails, which in turn would support our hometown image as a safe and family-friendly town.

Below please find the initial list of signatories of this petition to add a sidewalk to Texas Avenue. A hard copy with signatures will follow.

Please confirm receipt of this petition by replying to sender gerdareeb@ gmail.com via email.

Sincerely yours,

1. Gerda Reeb, Patrick and Deneb Linton

   260 Texas Avenue

   406 270 0938

2. Kelley, Anna, Joel and Dave Wikner

   124 Texas Avenue

   406 863 2807

3. Andrea and Jim Brew
   817 Waverly Place
   406 862 2889

4. Mary, John Paul, Clare and Paul Ciganek

   814 Waverly Place

   406 270 7014

5. Mirabai and Jeremiah McCarthy

   136 Texas Avenue

   802 274 1124

6. Margaret Girkins

   152 Texas Avenue

   406 250 3226

7. Sara, Zena, Luke Sol and Tim Bonds

   761 Cedar Street

   406 471 3181

8. Andy Diafos
   112 Texas Avenue
   406 261 8725

9. Penelope Widdifield
   732 Aspen Grove
   406 863 8861

10. Krista Lammers

720 Cedar Street
406 863 8860

11. Deb, Gabe, Garrett and Tom Pacheco
    812 Waverly Place
    406 249 5891

received
6-30-14
City Clerk's Office

# Petition to add sidewalks to Texas Avenue using the Sidewalk District Fund

dated: June 30, 2014

Included in this packet:

1. Initial petition letter dated June 15, 2014. This letter was originally submitted via email to Mrs. Lorang, Mr. Stearns, Mr. Wilson, and Mr. Muhlfeld. Mr. Muhlfeld confirmed receipt via email and Mrs. Lorang confirmed receipt via phone.

2. Signatures of **39 neighborhood households** requesting a sidewalk on Texas Avenue. Please note that this is a number of **39 households**, each of them containing at least one adult.

3. Addendum page to initial petition: includes a map of Texas Avenue and adjacent streets. Marked in **red** are the areas that have been recently subdivided and lots are currently on the market or built upon. Marked in **black/grey** is a recent Rob Pero subdivision with 2 new and unfinished homes for sale. Please note that there are a minimum of **35** new home sites (7 of them are townhomes) marked on this map.

**June 15, 2014**

**Petition to the City of Whitefish to add a sidewalk on Texas Avenue**

Dear City of Whitefish, Planning Board, City Council, and Mayor Muhlfeld,

As residents and property owners on Texas Avenue, Waverly Place, Cedar Street and Aspen Grove, we respectfully petition the City of Whitefish to add sidewalks to Texas Avenue. Since the annexation of Texas Avenue to the City of Whitefish density and traffic on this street have increased significantly over the past decade. In recent years, several subdivisions which significantly increase density have been added:

- Waverly Street has become a through street, connecting Texas Avenue to a plethora of apartment dwellings.
- Cedar Street has become a through street (it used to be a cul de sac), and a multitude of homes were added.
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- Hidden Meadows at the end of Texas Avenue has been added and a host of lots there have been developed and marketed.
- Denver Avenue has been extended to the East and several development lots have been added.
- Texas Avenue and its side streets have become more densely populated residential areas and many families with school kids reside there, hence Texas Avenue has become an important transport artery of kids to and from school. Kids walk and bike often to school; school buses are not an option as they do not service the area.

Concomitantly, especially since our economy has been recovering, construction traffic and density have increased considerably and Texas Avenue is used a thoroughfare for traffic going to all neighborhood streets: Waverly, Aspen Grove, Denver, and Hidden Meadows.

Residents on Texas Avenue have reached out with concerns to the City of Whitefish and Police Department in the past due to speeding issues on Texas Avenue and ensuing lack of safety for pedestrians and residents and their children using non-motorized vehicles. The response from city officials varied from indicating that lowering the speed limit to 15 MPH is not an option, to arguing that speed bumps would detrimentally impact vehicles, to stating that the geometry of the road (straight line) is to blame for speeding behavior.

While most of the adjacent subdivisions listed above have added sidewalks as part of their development regulations, these sidewalks dead-end within the respective developments and do not link into sidewalks on Texas Avenue. Currently there is also a lack of cohesion and continuity between the East Edgewood bike/pedestrian trail towards the north of town. Texas Avenue is heavily utilized by families, bikers, runners, walkers, especially since our city trails along East Edgewood end at the south end of Texas: thus many runs, bike rides, strolls, end up on Texas Avenue – a logical segue from the dead ending bike trail at the south end of Texas Avenue.

Furthermore, Texas Avenue is a straight line street with ditches on both sides. The road has no shoulder. Cars tend to easily speed due to its layout. However, a pedestrian or person on a bicycle, a parent with a stroller, or a child on a scooter have absolutely no way to avoid traffic dangers posed by cars/ trucks in case they need to, given that one cannot easily step/ jump into or over a ditch. A sidewalk (even if just on one side), would alleviate this situation.

Bringing even only one side of Texas up to grade and adding a sidewalk only to one side of the street (as seen on nearby Colorado Avenue) would greatly improve the safety and layout of the street as density and traffic grow.

We encourage the City of Whitefish to seize this opportunity to be proactive and create a safe side walk area for its residents on Texas Avenue and side streets and preempt safety issues which invariably will arise due to increased traffic caused by development and higher density. Besides adding safety and security for residents, families, and tax payers, the City of Whitefish would be able to create a logical and much needed extension to its network of safe bike and walking trails, which in turn would support our hometown image as a safe and family-friendly town.

Below please find the initial list of signatories of this petition to add a sidewalk to Texas Avenue. A hard copy with signatures will follow.

Please confirm receipt of this petition by replying to sender gerdareeb@ gmail.com via email.

Sincerely yours,

Gerda Reeb, Patrick and Deneb Linton

260 Texas Avenue

406 270 0938

**PETITION TO THE CITY OF WHITEFISH TO ADD A SIDEWALK TO TEXAS AVENUE**

**Dated: June 21, 2014**

1. Gerda Reeb, Patrick and Deneb Linton

   260 Texas Avenue

   406 270 0938

   .....

2. Kelley, Anna, Joel and Dave Wikner

   124 Texas Avenue

   406 863 2807

   .....

3. Andrea and Jim Brew
   817 Waverly Place
   406 862 2889
   .....

4. Mary, PJ , Clare and Paul Ciganek

   814 Waverly Place

   406 270 7014

   .....

5. Mirabai and Jeremiah McCarthy / Jonaitis

   136 Texas Avenue

   802 274 1124

   .....

6. Margaret Girkins

   152 Texas Avenue

406 250 3226

Margaret Gilkins

7. Sara, Zena, Luke Sol and Tim Bonds

   761 Cedar Street

   406 471 3181

8. Andy Diafos
   112 Texas Avenue
   406 261 8725

9. Penelope Widdifield
   732 Aspen Grove
   406 863 8861

10. Krista Lammers
    720 Cedar Street
    406 863 8860

11. Deb, Gabe, Garrett and Tom Pacheco
    812 Waverly Place
    406 249 5891

12. RITA RAYHILL
813 WAVERLY PLACE
862-4002
Rita Rayhill

13. MICHELE CLAY
811 WAVERLY PLACE
253-9919
Michele Clay

14. SCOTT JOHNSON (for sidewalk ON East side only)
44 TEXAS
862-9504
Scott L. Johnson

15. KEVEN GUERCIO (for sidewalk ON East side of Texas Ave only)
735 DENVER
862-5671
Keven Guercio

16. Loreley McLaughlin
815 Waverly Place
862-0079
Loreley McLaughlin

17. Harold Allen MORR
425 Texas Ave
Harold Allen Morr

18. KEVIN Collom 406-270-6258
434 TEXAS Ave

19. Jewels Kalkan 406-249-7651
519 Texas Ave.
Would Love a new Road too!

20. GREG KULKOWSKY
JANET MCCULLY
21 280 TEXAS AVE

22 MATT REDDING
807 WAVERLY PLACE
406-260-7539

23. Myrna Chamberlin
804 Waverly Place
406-862-6212

24. David Henriod David Henriod

809 Waverly Place Whitefish Mt 59937 407-0030

continued →

(25) SKIP AND JONNETTE SIBSON
777 CEDAR ST
862 8019
Gavin (6), Nathan (3), Harper (3)
Jonnette Sibson
Thomas Sibson

(26) Kathy + Scott Svee
769 Cedar St.
212-1335
Kathryn J Svee

(27) David + Karen Minton
758 Cedar St.
406. 862. 5400
Jolie (6)

(28) Mark Hudson
750 Cedar St
WHITEFISH
MARK HUDSON
249-2496

(29) Anatoliy & Svetlana Lokteu(a)
772 Cedar Street
Whitefish MT.
862-6897

(30) Shauna Dunn
705 Cedar St.
471-7140
Braylon (4) + Grace (2)
Shauna Dunn

(31) Ray Taylor
707 Cedar St
510-798-3335 cell

(32) Tam Morgan
788 Cedar St.
406-261-1807
J Morgan

(33) Robert Jones
793 Cedar St
406-862-7077

(34) Terry Simpson
783 Cedar
Whitefish, MT
59937

# Petition for Texas Avenue Sidewalks

35

| | |
|---|---|
| Name | Greg and Caprice Acton |
| Address | 111 Texas Avenue, Whitefish |
| Phone | 862-4063 |
| Signature | Caprice Acton |

36

| | |
|---|---|
| Name | Dan and Dawn Jacobson |
| Address | 225 Texas Avenue, Whitefish |
| Phone | 406-249-4190 |
| Signature | Dawn Jacobson |

37

| | |
|---|---|
| Name | Nathan Bartz |
| Address | 265 Texas Avenue, Whitefish |
| Phone | 406 314 5151 |
| Signature | Nathan Bartz |

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| | |
|---|---|
| Name | Angie Reardon |
| Address | 45 Texas Avenue |
| Phone | 250 8946 |
| Signature | Angie Reardon |

| | |
|---|---|
| Name | |
| Address | |
| Phone | |
| Signature | |

Ce 30/14

39

| | |
|---|---|
| Name | Shirley Jacobson |
| Address | 203 Texas Ave |
| Phone | 8620859 |
| Signature | [illegible] |

Needs attention

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| Name | |
| Address | |
| Phone | |
| Signature | |

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| Name | |
| Address | |
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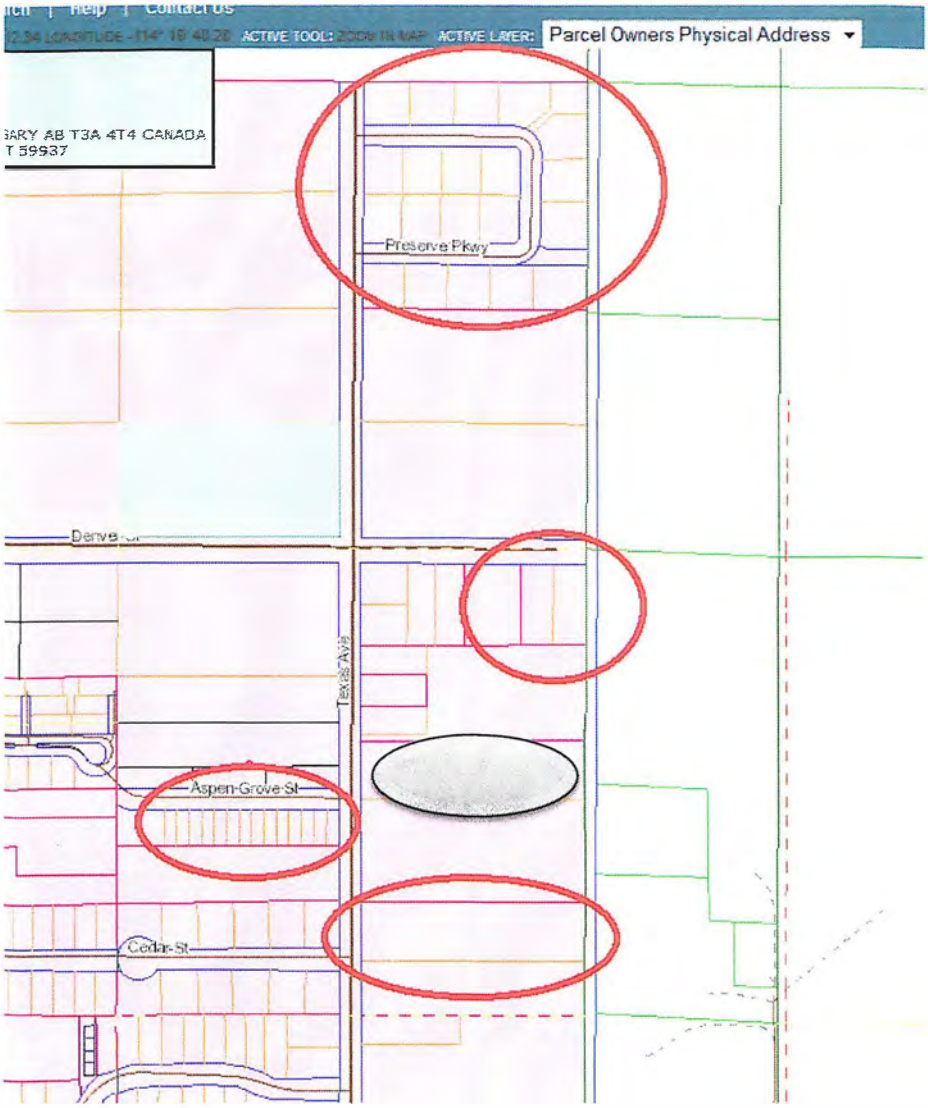
| Signature | |

**Addendum to Petition to add a sidewalk to Texas Avenue**

Dated: 6/30/2014

Circled in **red** are subdivided lots currently for sale or under development. Marked in **black/grey** is a recent Rob Pero subdivision with 2 new and unfinished homes currently for sale. The main access to all of these construction and future home sites is via Texas Avenue.



7/1/2014

Dear City Council Members, Mayor Muhlfeld, John Wilson and Chuck Stearns,

I wrote you in February with a plea for sidewalks in the Texas Avenue/Waverly Place neighborhood. Since my last correspondence, our neighborhood has joined together on this cause and are petitioning the City of Whitefish for a safer street. Our mission is one of safety. Texas Avenue is simply not a safe place to walk.

It is my understanding that in 2004, the City identified which streets should be prioritized for the streetscaping projects. As it stands now, Texas Avenue is listed as number 12. Since the list was made 10 years ago, based upon predictions of growth, I believe the priorities should be reviewed.

We were told it was the property owner's expense to add something like a sidewalk. However, this doesn't make much sense to me as a property owner in this neighborhood. The city planning board has approved multiple developments off of Texas Avenue in the past few years and building is quickly picking up. These developments are accessed via Texas Avenue. The aforementioned construction has increased traffic and we have not been provided any safety elements like stop signs, speed bumps, speed limit signs etc. More than any of those, we need a sidewalk. When the construction dust settles, there is predicted to be close to 100 more residential vehicles traveling this neighborhood street.

I support the developments, however, with them should come a safe street for our children to walk to school or ride their bikes.

I have included a copy of my letter from February, as well as the street reconstruction priorities list.

Thank you for your consideration,

Mary Ciganek

814 Waverly Place,

Whitefish, MT 59937

2/24/2014

Dear City Council Members, Resort Tax Committee Members and Public Works Employees,

I'm writing regarding Whitefish's street reconstruction priorities. I've reviewed the list and would like to suggest some changes to the order due to safety concerns.

It is my understanding that West 7th is next in line for reconstruction and that the city has heard from many residents of that area who are not in favor of this project.

I would like you to consider moving Texas Avenue to the top of your list and moving Waverly Place (Texas to Colorado) up as well. I live at 814 Waverly Place, a street that is congested due to the apartment buildings and condos that occupy half of our street. Waverly Place was formerly a street with a cul-de-sac that was opened as a throughway by the city, yet no sidewalks or lighting were installed at that time. Furthermore, we are not able to receive mail in our homes and are subject to cluster boxes. Walking to get our mail can often be dangerous due to the lack of sidewalks, lighting and general business of our street.

As for Texas Avenue, this is a high speed through- way most of the time, with little to no area to safely walk when there are cars on the road. The street has culverts on both sides, no lighting, no sidewalks and many deer as well as other wildlife from time to time. Furthermore, with the future development on Texas as well as the Aspen Grove subdivision which has multiple townhouses in the works, the road will get even busier and will not be a safe place to walk at all without a sidewalk.

As a resident of Waverly Place, and a mother to two small children, I find it very frustrating to try to teach my children how to ride their bikes or go for a walk, due to the lack of safety on both roads adjacent to my home. I would like to have one of these streets provide a safe walking environment for my family and neighbors.

Please drive through this area again, review the congestion of Waverly Place and the placement of our mailboxes, review the construction that is being planned for Texas Avenue and the Aspen Grove subdivision and consider moving one or both of these streets to the top of your list. It should come before the streets where residents are uninterested or streets that already have sidewalks in place. It would be a wonderful show of foresight to add lighting and sidewalks to Texas Avenue.

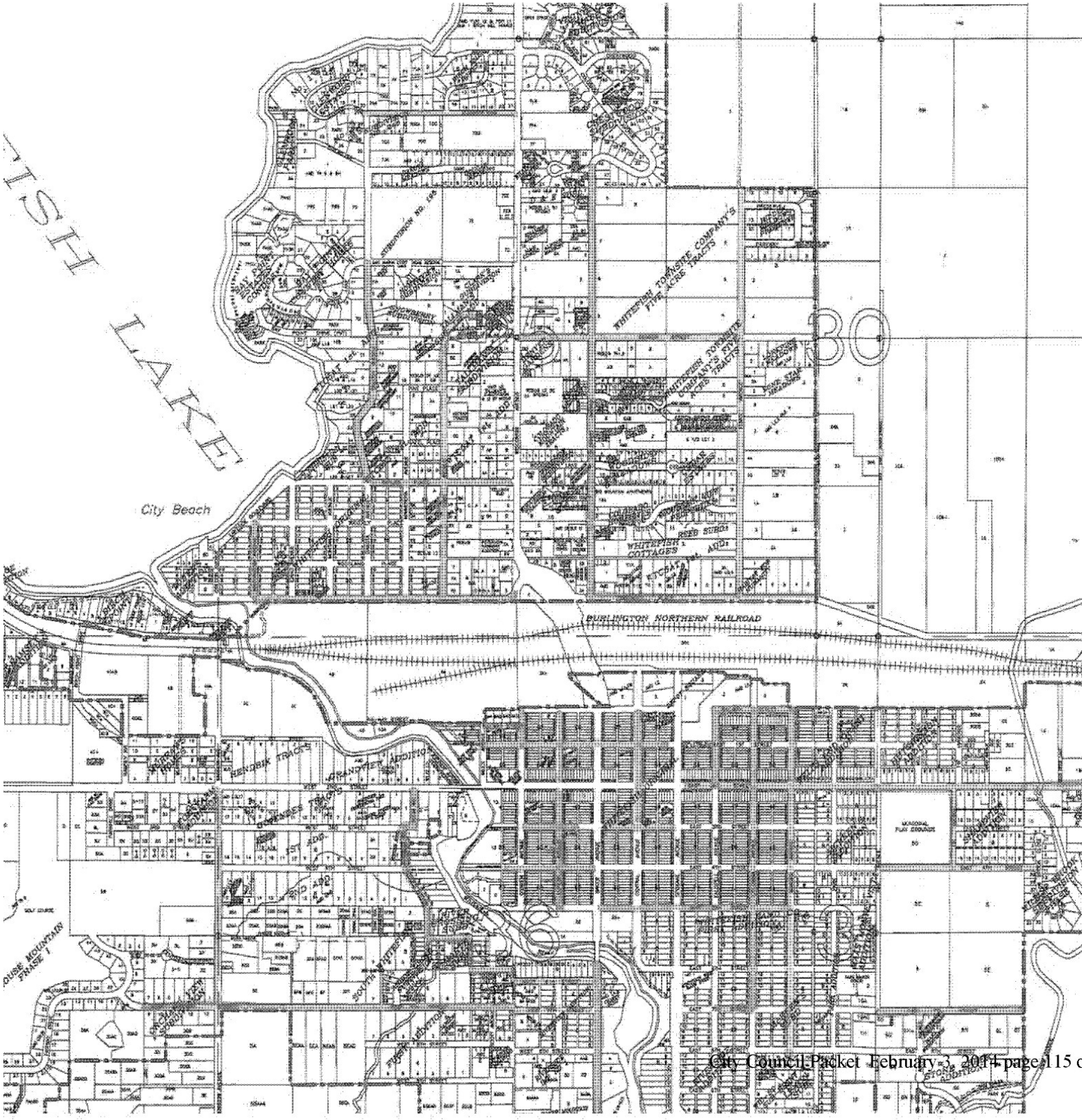
Thank you for your consideration,

Respectfully,

Mary Ciganek,
814 Waverly Place
Whitefish MT, 59937
406-270-7214

## Whitefish Street Reconstruction Priorities
## Draft Compilaiton of Completed Work and 2004 Priorities
## November 2013

| | Project | Location |
|---|---|---|
| Priorties Adoped by City Council - September 2004 | | |
| 1 | East 2nd Street | Cow Creek to the Railroad Tracks |
| 2 | West 7th Street | Fairway Drive to Baker Avenue |
| 3 | East 7th Street | Kalispell Avenue to Columbia Avenue |
| 4 | Edgewood Place | West of Wisconsin |
| 5 | Karrow Avenue | West 2nd Street to West 7th Street |
| 6 | State Park Road | South of the Railroad Tracks |
| 7 | Somers Avenue | South of East 2nd Street |
| 8 | Denver Street | Wisconsin Avenue to Texas Avenue |
| 9 | East 5th Street | Baker Avenue to Pine Avenue |
| 10 | East 4th Street | Pine Avenue to Willow Brook |
| 11 | Fir Avenue | East 2nd Street to East 4th Street |
| 12 | Armory Road | East 2nd Street to Armory Park |
| 13 | Texas Avenue | |
| 14 | Glenwood Road | |
| 15 | Iowa Avenue | |
| 16 | East 6th Street | Central Avenue to Pine Avenue |
| 17 | Dakota Avenue | Marina Crest Lane to Glenwood Road |
| 18 | 10th Street | Baker Avenue to O'Brien Avenue |
| 19 | Park Avenue | South of East 7th Street |
| 20 | O'Brien Avenue | East 2nd Street to the Whitefish River |
| 21 | Oregon Avenue and Woodland Place | East of Washington Avenue |
| 22 | Park Avenue | East 2nd Street to East 7th Street |
| 23 | Idaho Avenue | |
| 24 | Waverly Place | Idaho Avenue to Dakota Avenue |
| 25 | Minnesota Avenue | Edgewood Place to Skyles Place |
| 26 | Parkway Drive | |
| 27 | East 3rd Street | Fir Avenue to Shareview Alley |
| 28 | Waverly Place | Dakota to Iowa Avenue |
| 29 | Montana Avenue | Edgewood Place to Skyles Place |
| 30 | East 3rd Street | Kalispell Avenue to Columbia Avenue |
| 31 | Riverside Drive | |
| 32 | Birch Hill Drive | |
| 33 | East 10th Street | Columbia Avenue to Park Avenue |
| 34 | Barkley Lane | |
| 35 | Kalispell Avenue | East 4th Street to Riverside Drive |
| 36 | West 10th Street | Baker Avenue to Spokane Avenue |
| 37 | Cedar Street | |
| 38 | East 8th Street | Spokane Avenue to Park Avenue |
| 39 | Waverly Place | Colorado Avenue to Texas Avenue |
| 40 | Ramsey Avenue | |
| 41 | Lakeside Boulevard | Washington Avenue to Skyles Place |
| 42 | Skyles Place | Montana Avenue to Dakota Avenue |
| 43 | Hazel Place, Minnesota Avenue north of Hazel, and Pine Place | |
| 44 | Birch Point Drive | |
| 45 | Lupfer Avenue | West 6th Street to West 8th Street |
| 46 | Scott Avenue | West 7th Street to West 8th Street |
| 47 | Dakota Avenue | Edgewood Place to Skyles Place |
| 48 | Woodland Place | Iowa Avenue to Dakota Avenue |
| 49 | Parkhill Drive and West 3rd Street | Highway 93 to Good Avenue |
| 50 | West 4th Street | Karrow Avenue to Jennings Avenue |
| 51 | Central Avenue | South of East 3rd Street |


LAKE
City Beach
BURLINGTON NORTHERN RAILROAD
WHITEFISH COTTAGES
HENDRIX TRACT
MEMORIAL PLAY GROUNDS
30

Pages from City's adopted Extension of Services Plan document

## RECOMMENDED POLICIES FOR EXTENDING SERVICES

### General Policies

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

1. It is the responsibility of the developer or property owner to construct all water lines, reservoirs, pump stations, culverts, drainage systems, sewer systems, roadways, sidewalks, curbs, gutters, street lighting, and rights-of-way in accordance to the Extension of Services Plans contained herein as well as the Subdivision Requirements of the City of Whitefish and the Standards for Design and Construction. The infrastructure improvements shall be of adequate size and design to accommodate the needs of the proposed development. In the event that a development creates impacts requiring off-site improvements, the City Council will determine whether the developer shall wholly or partially bear the costs of such improvements.

2. The developer or property owner shall be responsible for providing fire protection appurtenances and required water flow pressures, to the satisfaction of the City Fire Chief, based on the use of land and the type of construction employed.

3. Water systems and sewer systems shall be designed in such a manner as to avoid the provision of booster pumps or lift stations if feasible. All proposed booster pump stations and lift stations shall receive the approval of the City Engineer.

4. Before a development beyond city limits is allowed to connect to a City-owned utility, an Agreement for Annexation and City Water/Sewer Services form shall be properly filed with the City Attorney.

5. Prior to receiving services, the developer or property owner annexing must initiate and secure a rezone to appropriate City of Whitefish zoning when necessary. If the City initiates an annexation, it will assume responsibility for needed zoning map amendments.

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

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

1. Any subdivision or development of property within the identified growth area should be designed in accordance with the current edition of the City's "Standards for Design and Construction".

2. Any subdivision or development of land beyond the Whitefish city limits, but within the urban growth boundary, should be reviewed and commented upon by the City's Site Development Review Committee. For development outside the planning jurisdiction, the City shall recommend to the Board of County Commissioners that new development within the identified growth area be in accordance with the service plans contained herein.

3. Where construction of a sewerage system is being considered, the future drainage basin of the system should be identified and lines sized accordingly. The cost and construction of all sewerage systems are the responsibility of the developer or property owner. Under certain circumstances, the City Council will determine whether the City will participate in financing the oversizing of infrastructure.

4. It is the responsibility of the developer or property owner to have designed and constructed water mains and lines of adequate size to provide the required flows for the intended land use and fire protection.

5. It is the responsibility of the developer or property owner to provide all required infrastructure improvements, as well as rights-of-way and easements.

**Policies for Services in Existing Developed Areas**

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

1. Prior to making the municipal service(s) available to an existing developed area within the service area, the City may require a report describing the following:

   a. The approximate year or period in which the existing area was developed.

   b. The location, size and condition of existing water lines or systems.

   c. The location and condition of, the existing sewer system, including the size, material and grades of all pipe.

   d. The size, location and legal purpose of all existing rights-of-way and easements.

   e. The surface type, condition and width of all roadways.

   f. The existing storm drainage into and out of the area.

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

2. If the property is to be annexed, the City's annexation ordinance or resolution shall specifically state the method and time frame for bringing the existing conditions into compliance with City standards, and shall identify the parties responsible for the improvements.

3. If City services are to be extended without concurrent annexation, the property owner shall sign an Agreement for Annexation and City Sewer/Water Service. The agreement shall be recorded with the County Clerk and Recorder's Office. The property owner shall also sign, and the City shall record, a waiver of the right to protest participation in and the formation of any special improvement district that may be formed to improve the existing services, utilities, streets or other improvements.

City Code regarding sidewalks

# ARTICLE A. SIDEWALK CONSTRUCTION STANDARDS

## 7-1A-1: DEFINITIONS:

For the purposes of this article, all property having a frontage upon the side or margin of any street shall be deemed to be abutting property, and such property shall be chargeable as provided in this article, for all cost of building, maintenance, repairs or renewals of any form of sidewalk improvement between the street margin and the roadway lying in front of and adjacent to the property, and the term sidewalk, as provided and intended for the purpose of this article, shall be taken to include any and all structures or forms of street improvement included in the space between the street margin and the roadway. (Ord. 80, 9-6-1911)

## 7-1A-2: RESPONSIBILITY OF PROPERTY OWNER:

All persons owning abutting property shall build the sidewalk and all necessary sidewalks for such property, and the same shall be built within the curb line, and in no case shall the width of any portion of the sidewalk within the curb line be less than the width of the walk of which it is the prolongation. (Ord. 80, 9-6-1911)

## 7-1A-3: PERMIT REQUIRED:

A. The duties imposed upon owners of abutting property by the laws of the state, and by this article, shall at all times be exercised under the supervision and to the acceptance of the public works director or his inspector. No work which creates any obstruction to public travel shall be commenced until a permit therefor has been granted by the public works director and the owner of abutting property shall be liable for all damage which may arise by reason of carelessness in conducting any work upon the adjacent sidewalk, or by reason of lack of protection of the public from danger by proper guards or signals either by night or day.

B. None of the duties or privileges imposed or conferred by this article shall in any way be deemed to authorize or allow the obstruction of any street, either during or after any work upon any sidewalk, except under permit therefor. No material removed from any sidewalk shall be placed upon any portion of any adjacent street, alley, place or square except when a permit therefor is granted. All refuse lumber and debris remaining after the completion of any sidewalk repairs or renewal shall be removed from the street forthwith, and any owner, lessee or tenant of the abutting property who fails to remove any such obstruction from any street, alley, place or square within forty eight (48) hours after being notified by the public works director so to do,

shall be deemed guilty of maintaining a public nuisance, and shall be subject to the penalties prescribed therefor; and in case of failure to remove obstructions after such notice, the public works director shall cause the same to be removed and shall charge the full cost of such removal to the owner, lessee or tenant, and the charge shall become a lien upon the abutting property, and shall be collected as hereinbefore provided for the collection of cost of construction or repair of sidewalks. (Ord. 80, 9-6-1911)

## 7-1A-4: CONSTRUCTION SPECIFICATIONS:

A. Street Grade: The established grade of all streets within the city for sidewalk purposes only, and no other, shall be on a level with and conform to the present contour of the center of the street, save and except in all cases where grades have heretofore been approved and established by the city council. (Ord. 80, 9-6-1911)

B. Street Standards: All sidewalks in the city shall be constructed in accordance with the standards and specifications current at the time of construction and available at the office of the public works director. (2003 Code)

C. Range Stone Removal: Any person who removes, displaces or mutilates the range stone imbedded in the streets of the city shall, upon conviction, be fined as provided in the general penalty in section 1-4-1 of this code for every such offense; such person shall also be deemed to have committed a municipal infraction, and assessed a civil penalty as set forth in section 1-4-4 of this code; provided that where it becomes necessary for the purpose of grading or paving the streets to remove or displace the range stone, such displacement or removal shall be done under the personal supervision of the city engineer, and only in vertical lines and the range stone so displaced or removed shall be removed to a depth of not less than six inches (6") below the surface of the street. For each separate incident, the city shall elect to treat the violation as a misdemeanor or a municipal infraction, but not both. If a violation is repeated, the city may treat the initial violation as a misdemeanor and the repeat violation as a municipal infraction, or vice versa. (Ord. 09-20, 10-19-2009)

## 7-1A-5: NOTICE TO CONSTRUCT:

A. Responsibility Of Property Owner: Upon the city council ordering the construction of any sidewalk, the public works director shall immediately give notice thereof, in writing, to the owner of the property immediately abutting such sidewalk, or to his agent, lessee or tenant, either mailing or delivering the same, fully describing therein the termini, course, width and character of the walk ordered, and allowing a period of thirty (30) days during which the parties

so desiring may construct the walk abutting their property, and further providing that all such walks so ordered, remaining unbuilt at the expiration of thirty (30) days from the date of the notice, shall be built by the city at the expense of the property owner as hereinafter provided.

B. Responsibility Of City: At the expiration of thirty (30) days from the date of the notice, as aforesaid, the public works director must build such portions of the walk ordered that may not yet be built within thirty (30) days from the date thereof.

C. Lien: The construction costs of all new sidewalks ordered, as hereinbefore provided, where the owner fails to do so, shall be under the supervision and to the satisfaction of the public works director, in accordance with the orders of the city council, or in the maintenance of sidewalks (which total cost shall include that of the sidewalk proper as well as that of any notice, grade, blocking, handrailings, private crossings and all other necessary expenditures) shall be certified by the public works director to the city clerk, who shall transmit a copy thereof to the owner of the property immediately abutting upon the sidewalk, or to his agent, lessee or tenant, either by mailing or delivering the same, which total costs of construction must be paid within one month from the date thereof, and if not so paid within that time, the same shall become a lien or tax against the lot or lots abutting such sidewalk, and shall bear interest at the rate of one percent (1%) per month until paid, and shall be collected at the same time and in the same manner as other taxes affected by such charge. (Ord. 80, 9-6-1911)

## 7-1A-6: REPAIRING SIDEWALKS:

A. Repair Notice: Whenever any sidewalk which is now, or which may be by reason of natural deterioration or decay, or by reason of unevenness, rapid slopes or from any cause whatever, become unfit or unsafe for public travel, or dangerous to the public safety, the public works director shall require the owner of the premises abutting such sidewalk, or his agent, to immediately repair the same, and in case of his refusal or neglect to comply with such requisition, or in case no one can be found upon whom to serve such notice to repair such sidewalk, such sidewalk shall be by the public works director immediately removed, remodeled, rebuilt, paved, cleaned, repaired or newly built, or such other form of relief as may be required to make the same fit for public travel as in his judgment may be most expedient, and the costs thereof shall be a lien upon the lot or lots abutting such sidewalk, and may be enforced or the amount may be recovered against the owner by a suit before any court of competent jurisdiction, or may be assessed and collected as a special tax against such lot or lots as in other cases.

B. Repair By Public Works Director: Any owner, agent, lessee or tenant of property adjacent to any sidewalk which is unfit or unsafe for public travel may have the same repaired, renewed or cleaned up by the public works director of the city, upon application to the public works director

and making a cash deposit with the public works director of the estimated cost of the work to be done. Upon completion of the work, an itemized statement shall be furnished, showing the full cost of all labor and materials used in such work, and if the deposit made is in excess of such cost, then the excess shall be refunded; if the amount deposited is insufficient to pay such cost, then the deficit shall be paid forthwith by the owner, lessee or tenant of abutting property. (Ord. 80, 9-6-1911)

Whitefish Street Reconstruction - Resort Tax
Street Reconstruction Priorities
July 2014

| | Project | Location |
|---|---|---|
| 1 | West 7th Street | Fairway Drive to Baker Avenue |
| 2 | Somers Avenue | South of East 2nd Street |
| 3 | East 7th Street | Kalispell Avenue to Columbia Avenue |
| 4 | Edgewood Place | Wisconsin Avenue to east City Limits |
| 5 | Karrow Avenue | West 2nd Street to West 7th Street |
| 6 | State Park Road | South of the Railroad Tracks |
| 7 | Denver Street | Wisconsin Avenue to Texas Avenue |
| 8 | East 5th Street | Baker Avenue to Pine Avenue |
| 9 | 4th Street and Fir Avenue | |
| | East 4th Street | Pine Avenue to Willow Brook |
| | Fir Avenue | East 2nd Street to East 4th Street |
| 10 | Armory Road | East 2nd Street to Armory Park |
| 11 | Texas Avenue | |
| 12 | Glenwood Road | |
| 13 | Iowa Avenue | |
| 14 | East 6th Street | Central Avenue to Pine Avenue |
| 15 | Dakota Avenue | Marina Crest Lane to Glenwood Road |
| 16 | 10th Street | Baker Avenue to O'Brien Avenue |
| 17 | Park Avenue | South of East 7th Street |
| 18 | O'Brien Avenue | East 2nd Street to the Whitefish River |
| 19 | Oregon Avenue and Woodland Place | East of Washington Avenue |
| 20 | Park Avenue | East 2nd Street to East 7th Street |
| 21 | Idaho Avenue | |
| 22 | Waverly Place | Idaho Avenue to Dakota Avenue |
| 23 | Minnesota Avenue | Edgewood Place to Skyles Place |
| 24 | Parkway Drive | |
| 25 | East 3rd Street | Fir Avenue to Shareview Alley |
| 26 | Waverly Place | Dakota to Iowa Avenue |
| 27 | Montana Avenue | Edgewood Place to Skyles Place |
| 28 | East 3rd Street | Kalispell Avenue to Columbia Avenue |
| 29 | Riverside Drive | |
| 30 | Birch Hill Drive | |
| 31 | East 10th Street | Columbia Avenue to Park Avenue |
| 32 | Barkley Lane | |
| 33 | Kalispell Avenue | East 4th Street to Riverside Drive |
| 34 | West 10th Street | Baker Avenue to Spokane Avenue |
| 35 | Cedar Street | |
| 36 | East 8th Street | Spokane Avenue to Park Avenue |
| 37 | Waverly Place | Colorado Avenue to Texas Avenue |
| 38 | Ramsey Avenue | |
| 39 | Lakeside Boulevard | Washington Avenue to Skyles Place |
| 40 | Skyles Place | Montana Avenue to Dakota Avenue |
| 41 | Hazel Place, Minnesota Avenue north of Hazel, and Pine Place | |
| 42 | Birch Point Drive | |
| 43 | Lupfer Avenue | West 6th Street to West 8th Street |
| 44 | Scott Avenue | West 7th Street to West 8th Street |
| 45 | Dakota Avenue | Edgewood Place to Skyles Place |
| 46 | Woodland Place | Iowa Avenue to Dakota Avenue |
| 47 | Parkhill Drive and West 3rd Street | Highway 93 to Good Avenue |
| 48 | West 4th Street | Karrow Avenue to Jennings Avenue |
| 49 | Central Avenue | South of East 3rd Street |

received
6/23/14

To: Whitefish City Council

From Jan Metzmaker JM

Date: June 23, 2014

Subject: Sign Ordinance

I have a few questions regarding the sign ordinance that I would like the Council to address.

The sign at the old North Valley Hospital site is still standing. A plastic cover was placed over the signage area, however, the sign is nonconforming, cannot be used as a sign and should be taken down. This is the same situation with the old Wendy's sign.

Two political signs for Ryan Zinke have been placed on the old North Valley sign, so the nonconforming sign is being used as a sign.

The primary is over, yet the Zinke signs are still attached to the old North Valley sign. How many days are allowed before the signs must come down?

My three questions are:

1. If a business no longer exists and has a nonconforming sign, does the entire sign have to come down so we don't have to look at old rusty poles forever.
2. Can signs be placed on nonconforming signs?
3. How long can political signs remain?

Thank you for addressing this issue and providing some clarification.

528 Ramsey Avenue
Whitefish, MT 59937
June 30, 2014

Whitefish Police Department
275 Flathead Avenue
Whitefish, MT 59937

RE: Ramsey/Fraser Avenues 4th of July Hazard

Greetings -

The time of year is again upon us for great concerns of the health and safety of those residing on Ramsey and Fraser Avenues, as well as those traveling this area.

For the past several years, Mr. Herrmann who resides at the corner of Fraser and Ramsey has hosted a crowd of guests on site for viewing the City Beach fireworks display. While an excellent viewing point for the fireworks, this street-blocking activity at this location is causing an extreme hazard because:

1. Both Ramsey and Fraser are extremely narrow roadways.
2. This is a corner with limited vision (cemetery hedge and Herrmann residential parking, already a daily concern).
3. This portion of Ramsey is on a hill.
4. And the intersection of Ramsey and Fraser is on a curve.

Put all the above factors together with the impact of unknown quantity of vehicles, people milling about drinking alcohol, and small children running among the crowd, vehicles and traffic.....a disaster waiting to happen.

I have been very concerned about the potential hazard of this location, in addition to the nuisance it causes for the neighborhood. As several of the neighbors have also voiced concerns but been hesitant to ask for assistance, I am taking the bull by the horns and conveying these concerns to the powers that be in an attempt to ameliorate the dangers posed by this activity at the Herrmann location, possibly to include managing parking or monitoring traffic flow.

Thanking you in advance for any assistance you may be able to provide.

Yours truly,

Rita Hanson

Rita Hanson
863-4808

cc: City Council Members

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.

WHITEFISH
MOUNTAIN RESORT
EST. 1947

July 2, 2014

Wendy Compton-Ring
Planning Dept.
P.O. Box 158
Whitefish, MT. 59937

Subject: Plat Extension for Wapiti Woods

Dear Wendy,

Once again, I'd like to offer my support for the extension of the Wapiti Woods subdivision. The developers have a proven track record in the resort basin of building the "first class" neighborhood of Elk Highlands, and I'm confident that their third phase, Wapiti Woods, will be another good example of their quality product.

I realize there have been many property owners in the general area (including Sunrise Ridge, Northern Lights West, and Northern Lights) that have a few concerns. If I may address them...

- Higher density - I would like to point out to the Planning Dept. and the City Council that mountain resorts throughout the country often have neighborhoods with different types of dwellings. These may include townhomes, duplexes, single family homes, and "cabins" (another name for a smaller, vacation home) all in proximity of each other. An example of the "cabins" would be similar to those in Iron Horse, which are very nice dwellings. Higher density dwellings should not be confused with lower quality, but just smaller in size. The mix works quite well and gives resorts diversity within their real estate development. (After all, one size doesn't always fit everyone.)

- Roadway traffic on the through road (Elk Highlands Drive and Northern Lights Drive) – This roadway has long been planned as supporting multiple plats/subdivisions. Elk Highlands and Northern Lights were developed with the concept that road use would be reciprocal for Owners in both developments. I would venture to say that many homeowners in NL travel to and from Whitefish through EH, and EH Owners access the resort through NL. This arrangement will continue with Wapiti Woods.

- Access road traffic into Wapiti Woods – The entrance into Wapiti Woods would be at an intersection with Northern Lights Drive and in close proximity to a cul-de-sac road in Northern Lights West where there are 4 lots. I would offer that the Wapiti Woods subdivision of smaller

units would contain very few permanent homeowners and as a result meaningful traffic would be increased only during the general vacation or weekend periods.

- Light pollution – As with all new developments in the mountain basin either building codes or the CCR's limit exterior lighting to down lighting and low ambient lights to maintain the dark sky.
- Open space – I believe that the developers are going to maintain a generous 50% of the Wapiti Woods subdivision as open space. This amount of open space is probably accomplished by the higher density rather than larger parcels, which would possibly require more of the land for housing to make the investment worthwhile.

It's generally difficult for anyone to know "the future". Real estate development as with any personal investment or business decision is predicated on many assumptions. The most important is a stable economy. We all know how difficult the last 6 years have been and no one anticipated the depth and length of the recession. This has to be considered in the extension request.

This doesn't mean that every plat should have endless extensions, but in the end the City Council, Planning Dept. and the general public have to recognize one thing...respecting an owner's property rights. It is one of the three reasons why this country was founded. The Wapiti Woods property was purchased as development property many years ago. The individuals that bought into the surrounding neighbors knew they were buying lots in a resort community and not large acre parcels. If they wanted minimal traffic, minimal noise, and to maintain view corridors or large areas of open space they should have bought large acreage parcels.

Also, the planned density is not an exception to what is permitted on the property, but an approved use in this zone where the adjacent lands happened to be developed at a lower density. Additionally, the development plans of this area have long been in county documents and available to real estate purchasers. None of this has been hidden.

In closing, I hope the Council and Planning Dept. recognize that there is intent by the developers to finish this plat as quickly as possible given the right economic decisions. To deny this request because nearby homeowners don't want more development in an area where they should have known that this was development land would be a larger blow to personal property rights. The only solution would be to buyout the developer for their investment.

Again, this is my opinion and I do not represent the opinions of any homeowners in the Whitefish Mountain Resort community.

Respectfully,

Dan Graves,
CEO Whitefish Mountain Resort

Return after recording to:
Steve Cummings
PO Box 7370
Kalispell, MT 59904-0370

# EMERGENCY ACCESS AND SKI EASEMENT AGREEMENT AND AMENDMENT TO 2004 ELK HIGHLANDS EASEMENT AGREEMENT

This Emergency Access and Ski Easement Agreement and Amendment to 2004 Elk Highlands Easement Agreement (this "Agreement") is by and between WINTER SPORTS, INC., a Montana corporation ("WSI"), BIG MOUNTAIN DEVELOPMENT CORPORATION ("BMDC") and ELK HIGHLANDS, INC., a Montana corporation. The parties agree as follows:

1. **Sun Rise Ridge Roads.** BMDC is the owner of the roads within the Sun Rise Ridge subdivisions, all phases, according to the maps or plats thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

2. **Elk Highlands Roads and Property.** Elk Highlands, Inc. is the owner of the roads within the Elk Highlands, Phase 1 and Phase 2, according to the maps or plats thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana, and of the property known as Tract 2, Certificate of Survey No. 16275, excepting therefrom Parcel A of Certificate of Survey No. 17507, and further excepting therefrom all of the numbered subdivision lots in Elk Highlands, Phase 1 and Elk Highlands, Phase 2, as the boundaries of such lots have been amended from time to time, all according to the maps, surveys or plats thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana, and all located in Section 3, T31N, R22W, P.M.M, Flathead County, Montana.

3. **WSI Property.** WSI is the owner of the following described parcel of land (the "WSI Property"), located as shown on Exhibit A, attached hereto:

> A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.,M., FLATHEAD COUNTY, MONTANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the southwest corner of the Northwest Quarter of the Southeast Quarter of Section 2, Township 31 North, Range 22 West, P.M., M., Flathead County, Montana; thence along the west boundary of said NW1/4SE1/4 N01°08'16"E 231.13 feet to a point AND THE TRUE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; thence S76°20'00"E 65.41 feet to a point; thence N13°40'00"E 60.00 feet to a point; thence N76°20'00" 78.75 feet to a point; thence S13°40'00"W 61.46 feet to the point of beginning.

4. **Homeowners Associations.** Big Mountain Homeowners Association, Inc. is the homeowners association for the Sun Rise Ridge subdivisions (all phases). Elk Highlands Homeowners' Association is the homeowners association for Elk Highlands subdivisions Phase I and Phase II. Elk Highlands Homeowners' Association or some other entity may be the homeowners association for future developments on land presently owned by Elk Highlands, Inc., whether such future development consists of future phases of the Elk Highlands subdivision or a separately identified subdivision with a different name on the same property. However, for convenience, in this Agreement all present and future development on the land now owned by Elk Highlands, Inc. shall be referred to as the "Elk Highlands Project," and all homeowners associations relating to such present and future developments shall be referred to together as the "Elk Highlands Association."

5. **Reciprocal Easement for Emergency Access.** For and in consideration of the easements granted and received in this Agreement, WSI and BMDC do hereby grant to Elk Highlands, Inc., to the Elk Highlands Association, and to all of the owners of the lots within the Elk Highlands Project (all phases, including future phases), their heirs and assigns, a perpetual, non-exclusive easement for emergency access only, over and across the roads within the Sun Rise Ridge subdivisions (all phases) and over and across the WSI Property. For and in consideration of the easements granted and received in this Agreement, WSI and Elk Highlands, Inc. do hereby grant to WSI and BMDC, to the Big Mountain Homeowners Association, Inc., and to all of the owners of the lots within the Sun Rise Ridge subdivisions (all phases), their heirs and assigns, a perpetual, non-exclusive easement for emergency access only, over and across the roads within the Elk Highlands Project (all phases, including future phases) and over and across the WSI Property.

It is not intended that the emergency access provided in this Agreement shall be used for ordinary access between the Elk Highlands Project and the Sun Rise Ridge subdivisions. The easements granted herein are to be for emergency access only, such as in the event of a forest fire, flood, earthquake, or other bona fide emergency. Either or both homeowners associations may, if they so elect, erect a breakaway gate or barrier on Ridge Run Drive where it is located within the subdivision of that homeowners association (and generally upon or in the immediate vicinity of the WSI Property) to assure that the easement granted herein is not used for other than emergency access; provided, however, that such breakaway gate or barrier conforms to the requirements of the local fire department or other emergency response agencies for such

gates/barriers. Either or both homeowners associations may take any other action permitted by law to enforce the emergency-only nature of the easements granted in this Section 5.

6. **Amendment to 2004 Elk Highlands Easement Agreement.** WSI and Elk Highlands have previously entered into an easement agreement captioned Elk Highlands Easement Agreement, recorded in the records of Flathead County, Montana, on September 3, 2004, under Reception No. 200424712280 (the "2004 Easement Agreement"). The parties desire to amend and/or clarify the 2004 Easement Agreement as follows:

(a) **New Lift and Trail Configuration**. Since 2004, the parties have agreed to revise the location of the ski lift and ski trails within Elk Highlands. The new configuration of the ski lift and the ski trails is shown on Exhibit B, attached to this Agreement. The previous configuration was shown on Exhibit I to the 2004 Easement Agreement. The parties do hereby amend Exhibit I to the 2004 Easement Agreement to conform to Exhibit B, attached hereto. All references in the 2004 Easement Agreement to "Exhibit I" are amended to become references to Exhibit B, attached to this Agreement. The parties agree that the configuration of ski trails shown on Exhibit B may be further revised by WSI and Elk Highlands as may be reasonably necessary to allow for safe and appropriate maintenance and usage of the trails, provided that any such revision shall not leave any residential areas of Elk Highlands unserved by main ski trails.

(b) **Clarification Concerning Maintenance of Ski Trails**. Under Section 9 of the 2004 Easement Agreement, WSI is to operate and maintain "the ski lift and related trails" within Elk Highlands. All of the references in the 2004 Easement Agreement to "the ski lift and related trails" and similar references were intended to be references solely to the following: (a) the area labeled as "Ski Lift" on Exhibit I to the 2004 Easement Agreement, (b) the specific trail labeled as "Ski Trail" on Exhibit I to the 2004 Easement Agreement, and (c) to a trail to be located in the areas labeled as "Ski Way" on Exhibit I to the 2004 Easement Agreement. With the reconfiguration of the ski lift and ski trails as shown on Exhibit B, attached hereto, all references in the 2004 Easement Agreement to "the ski lift and related trails" and similar references are intended to be references to the areas labeled as "Lift Line" and "Ski/Trail Easement" on Exhibit B, attached hereto. These references did not and do not include any trails leading from the main ski trails to any individual residence. In its operation of the "Lift Line" and "Ski/Trail Easement" areas shown on Exhibit B attached hereto, WSI shall have the authority to take such actions as WSI may determine may be needed for proper operation of the ski lift and ski trails. WSI may provide signage for these areas. Neither WSI nor Elk Highlands, Inc. shall be responsible for creation, trail maintenance, snow maintenance, ski patrol, insuring or operation of any trails from the main ski trails in these specific areas to any residence within Elk Highlands. WSI shall not be responsible for maintenance of the portion of the "Ski/Trail Easement" area shown on Exhibit B where it is located on the paved access road between Lots 33 and 34 in Elk Highlands.

7. **Ski Easement**. It is desired to provide for use of the Elk Highlands ski lift and ski trails by the owners of lots in Sun Rise Ridge, and others. Therefore, for and in consideration of the easements granted and received in this Agreement, Elk Highlands, Inc. does hereby grant to WSI, BMDC, and to the owners of all the lots in the Sun Rise Ridge subdivisions (all phases), their heirs and assigns, a perpetual, non-exclusive easement for year-around use for skiing and for hiking over and across the areas labeled as "Lift Line" and "Ski/Trail Easement" on Exhibit B, attached hereto. These easements shall be appurtenant to all property now owned or hereafter acquired by WSI or BMDC, and to all the lots in the Sun Rise Ridge subdivisions (all phases), and such other property as WSI may designate from time to time. In addition, WSI may, at its option, permit patrons of WSI to use the ski trails and ski lift located within the Elk Highlands Project.

All users must either be residents or guests of residents or must have appropriate ski passes in order to have access to the ski trails and ski lift located on the Elk Highlands Project. The ski lift and trail system within the Elk Highlands Project is intended for use primarily by residents and guests of the Elk Highlands Project (all phases, including future phases), Sun Rise Ridge (all phases) and other residential projects designated by WSI in the Whitefish Mountain (formerly Big Mountain) base area. The parties will cooperate to avoid having a situation where the general public is using the ski lift and trails to access the Whitefish Mountain ski system in an unauthorized manner. This Agreement does not entitle any person to free use of the ski lifts at Whitefish Mountain, and all persons desiring to use such lifts shall be required to purchase appropriate tickets or passes.

8. **Relocation of Easements**. Each party shall be permitted to relocate the easements located on that party's property, at the expense of the relocating party, provided that the relocated easement continues to provide reasonable functional use for the type of easement in question. The relocating party shall give the other party at least 30 days' prior written notice of intent to relocate the easement, including a description of the proposed revised configuration of the easement. After expiration of the 30-day notice period, the relocation of the easement may be evidenced by a document signed by the relocating party showing the revised location of the easement and such document may be recorded in the records of Flathead County, Montana.

9. **Further Assurances.** The parties agree to take such further actions and sign and deliver such further documents as may be reasonably requested by either party to effectuate the intent, terms and conditions of this Agreement.

10. **Appurtenant.** 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.

11. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. The easements provided herein are mutually beneficial,

and are intended to be mutually dependent upon each other. In the event that any of the easements provided in this Agreement are deemed or held for any reason to be void or invalid, all the easements provided in this Agreement shall be void and invalid. In the event of a dispute under this Agreement, the parties consent to jurisdiction of the courts of the State of Montana, and agree that venue shall be in Flathead County, Montana. In the event of a dispute under this Agreement, the prevailing party shall be entitled to its reasonable costs and attorneys= fees incurred.

DATED this 22 day of October, 2007

WSI: WINTER SPORTS, INC.

By: [signature]
Its: President

STATE OF MONTANA )
: ss
County of Flathead )

On this 22 day of ~~December~~ October, 2007, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Daniel Geaver, known to me to be the President of WINTER SPORTS, INC., the corporation that executed the within instrument, 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 first above written.

(SEAL) VALERIE LLOYD NOTARIAL SEAL STATE OF MONTANA

[signature]
Notary Public for the State of Montana
Valerie Lloyd
*(print or type name of notary)*
Residing at Whitefish, MT
My Commission expires June 9, 2010

BMDC:

BIG MOUNTAIN DEVELOPMENT CORPORATION

By: _____
Its: President

STATE OF MONTANA )
: ss
County of Flathead )

On this 22 day of ~~November~~ October UL, 2007, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Daniel Geaves, known to me to be the President of BIG MOUNTAIN DEVELOPMENT CORPORATION, the corporation that executed the within instrument, 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 first above written.

_____
Notary Public for the State of Montana
Valerie Lloyd
*[print or type name of notary]*
Residing at Whitefish, MT
My Commission expires June 9, 2010

(SEAL)

VALERIE LLOYD
NOTARIAL
SEAL
STATE OF MONTANA

Elk Highlands: ELK HIGHLANDS, INC.

By: _____

Its: President

STATE OF Iowa )
: ss
County of Black Hawk )

On this 15 day of October, 2007, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared Thomas R. Ponatuna, known to me to be the President of ELK HIGHLANDS, INC., the corporation that executed the within instrument, 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 first above written.

NINA M. HAMER
COMMISSION NO. 730298
MY COMMISSION EXPIRES
8/30/10

(SEAL)

_____
Notary Public for the State of Iowa

_____
*[print or type name of notary]*
Residing at Hudson, Iowa
My Commission expires August 30, 2010

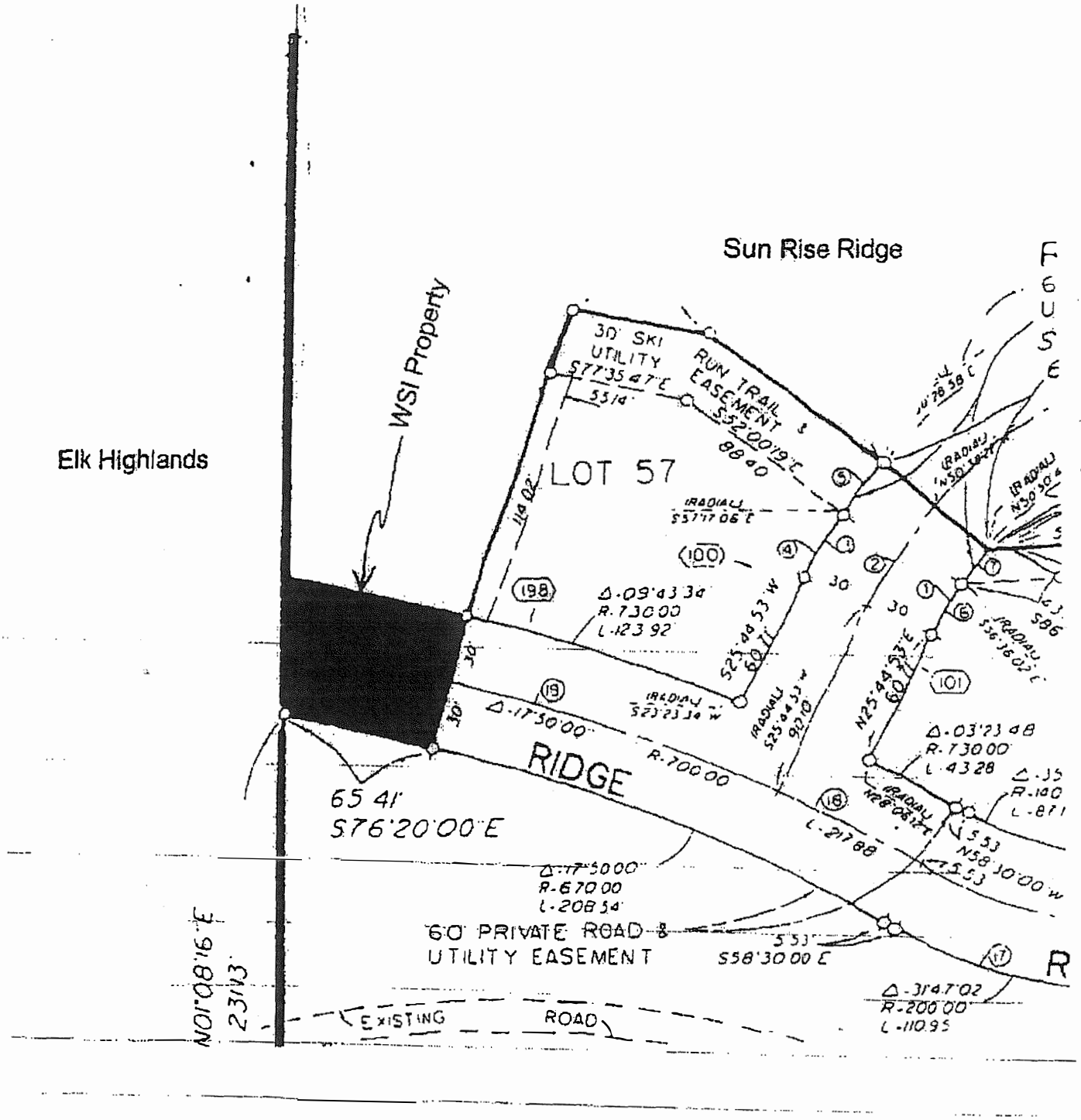


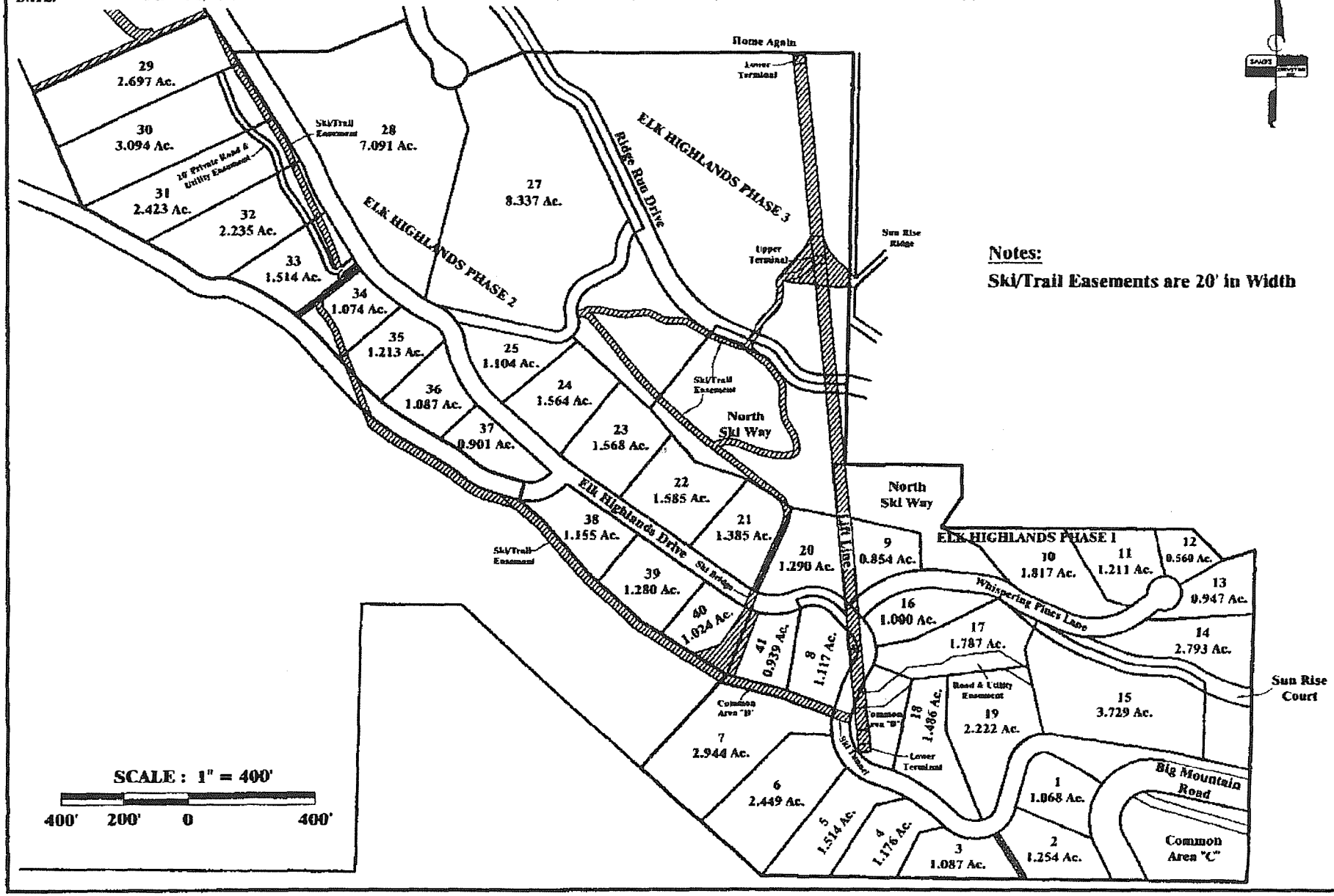

Exhibit A to Emergency Access and Ski Easement Agreement

By: SANDS SURVEYING, Inc.
2 Village Loop
Kalispell, MT 59901
(406) 755-6481

JOB NO: 93217 (Project 194202)
DATE: October 1, 2007

# Exhibit B:
# Elk Highlands Phases 1 & 2

## In Section 2, T.31N., R.22W., P.M.,M., Flathead County, Montana




**Notes:**

Ski/Trail Easements are 20' in Width

## Wendy Compton-Ring

**From:** Rich Castor <rcastor@me.com>
**Sent:** Sunday, April 06, 2014 10:39 AM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** Wapiti Wood at Elk Highlands

Wendy,

I know you have already received a number of questions and concerns regarding the extension of the Wapiti Wood development. I also heard that the extension might have already been pulled from the agenda at Monday's meeting.

My wife and I are happy owners of a house in the Elk Highlands development which abuts to the new Wapiti Wood development. We have some concerns regarding: a) the housing density, b) the impact to our current ski-in and ski-out access as it appears the development would cut across current ski trails, c) details on how the construction vehicles for this new development will access the property and impact on our roads and infrastructure, and d) how common infrastructure and their related expenses will be covered.

I was aware that the developers had this "future development" in mind when I purchased my lot, and am not opposed to them developing that area. However to the extent possible, I would just like to ensure that it is done in a way fitting the overall area, doesn't negatively impact the existing Elk Highlands development, or the amenities and features that make it unique and special.

The extension along with an interest on the developers part to turn over responsibility for Elk Highlands to the HOA, has sparked a new and productive dialogue between the Elk Highland owners and developers. I am hopeful this heightened level of discussion will produce a mutually agreeable and beneficial outcome.

Thanks for your consideration.
Rich

Rich and Nancy Castor
146 Elk Highlands Drive
Whitefish MT 59937

We hope to make this house our primary home in the not to distant future.

## Wendy Compton-Ring

**From:** Spanninger@aol.com
**Sent:** Monday, April 07, 2014 12:16 PM
**To:** wcompton-ring@cityofwhitefish.org
**Subject:** Wapiti woods notice

Wendy,
I am a resident of SunRise Ridge. We built our home in 2008/09; finish in March 09. We owned the lot (lot 59) from 2007. We never received the first notice about this project in 2009; we did receive the recent one. So, we also, were very surprised at this development as we knew nothing about in the past.

Thank you,
Phil and Janet Spanninger
113 Ridge Top Drive
W'fish

MORRISON & FRAMPTON, PLLP
FRANK LLOYD WRIGHT BUILDING
341 CENTRAL AVENUE
WHITEFISH, MONTANA 59937
TELEPHONE (406) 862-9600
FACSIMILE (406) 862-9611
ryan@morrisonframpton.com

SEAN S. FRAMPTON
SHARON M. MORRISON
DOUGLAS SCOTTI *
RYAN D. PURDY
LORI B. MILLER**
JOHNNA PREBLE

FRANK B. MORRISON, JR. (1937-2006)
FORMER MONTANA SUPREME COURT JUSTICE

* Licensed also in State of Louisiana
** Licensed also in States of Washington and California

July 7, 2014

**E MAIL**
**Whitefish City Council**
**Attn: Wendy Compton-Ring, Senior Planner**

***RE: Consideration of a request for 2 year extension of Preliminary Plat for Wapiti Woods.***

To whom it concerns:

Please be aware that this firm represents the interests of lot owners in Elk Highlands Phase 1 and Phase 2. Our clients, for the following reason, requests that Elk Highlands Inc. ("Subdivider") application be denied pending the outcome of the Subdivider's turnover of the Elk Highlands Homeowners' Association, Inc. and its common area; which transition includes material issues pertinent to Wapiti Woods.

City Code (Ord12-3-8) provides, in pertinent part, that an extension to a subdivider's preliminary plat "MAY be... granted by the city council provided the subdivider can show continued good faith in working towards final plat". During the last five years the Subdivider has failed to show any effort, without any impediment thereto, in furtherance of its obtaining final plat for the Wapiti Woods Project (hereinafter "WW"). My clients, whom are owners of lots subject to an easement claimed by the Subdivider for access to WW, have only recently been in discussion with the Subdivider about its efforts in gaining access to WW over and upon those roadways within Elk Highlands Phase 1 and 2 (hereinafter collectively the "EH Roadways"). No agreement has been reached between my clients, their homeowner's association, and the Subdivider as to the cost and governance of maintenance on the EH Roadways. Specifically, my clients are concerned that the construction related traffic, and later WW homeowner traffic, will have serious impacts on the condition and maintenance requirements of the EH Roadways, without any agreement of the Subdivider to share in the ongoing cost thereof.

Every one of my clients had the same understanding that WW would be the third phase of the overall Elk Highlands subdivision, making each lot owner in WW a member of the Elk Highlands Homeowners Association who would contribute pro-rata to the ongoing cost of maintaining common areas and the EH Roadways. Only in March , 2014 did the Subdivider communicate to the Lot Owners of EH Phase 1 and 2 that WW would be a separate development with its own homeowners association and exempt from any cost-sharing for road use during infrastructure and lot construction. By doing this, the Subdivider has shifted and increased the burden and cost of maintaining the EH Roadways entirely on the shoulders of the lot owners in Phase 1 and 2 of Elk Highlands. For this reason my clients object to the additional extension of the preliminary plat of WW.

Thank you for your consideration.

Best regards,

*/s/Ryan D. Purdy*

Ryan D. Purdy
Morrison & Frampton, PLLP

Cc: Client

received
7-3-14
City Clerk's office

Dear City of Whitefish, 6/13/14

I am a senior citizen and US veteran. I am 82 years old and live on Mercer Island, WA. I often visit my son and his family in Whitefish, MT. My son lives at 260 Texas Avenue. Over the last years I have been thoroughly enjoying your town's bicycle and pedestrian trail system, which allows an elderly person as myself to reach downtown Whitefish easily. For this I thank you and appreciate the vision of Whitefish leadership to create a safe and family friendly environment.

Much to my dismay, as I was walking to downtown Whitefish along Texas Avenue around 6/12/14, when I was forced to retreat off the roadway by traffic on this otherwise peaceful street: two vehicles were passing in each direction and there simply was no room for me to reach safety without risking injury. Due to the nature of the road and its ditches, I found it very difficult to find a safe place to retreat to from traffic. I have seen the traffic increase dramatically on Texas Avenue in my last visits (I visit Whitefish at least twice a year). Some of this may be due to the fact that our country is finally recovering from an economic downturn and the construction industry is picking up again.

I urge the City of Whitefish to please consider adding sidewalks to Texas Avenue and link this nice residential area in a thoughtful way to the lovely bike and pedestrian trails you have built.

Please feel free to contact me with any questions and concerns.

Kind regards.

John Pat Linton

John Pat Linton

8251 West Mercer Way

Mercer Island, WA 98040

(206) 232-3365