



**CITY COUNCIL WORK SESSION
CITY COUNCIL CHAMBER CONFERENCE ROOM
MONDAY, JANUARY 5, 2015, 5:00 to 7:00 PM**

1. Call to Order
2. Consideration of various design options and alternatives for the future City Hall/Parking Structure
 - i. Presentation by Mosaic Architecture
 - ii. Future City Hall Steering Committee Recommendations
 - iii. Public Comment (limited to 10 -15 minutes)
 - iv. Discussion and direction from City Council
3. Adjourn

FUTURE CITY HALL STEERING COMMITTEE & CITY COUNCIL
SCHEMATIC OPTIONS DESIGN REVIEW | December 18, 2014

WHITEFISH CITY HALL AND DOWNTOWN PARKING STRUCTURE



mosaic

MOSAIC ARCHITECTURE

406-449-2013

428 N. Last Chance Gulch | Helena, MT 59601

www.mosaicarch.com

Decision Making Items for January 5th Council Meeting:

1. Location of the South Wall

- provide 8' setback with limited landscape, monument signage (to be designed)
- locate south wall at or near the property line and 'capture' more interior space

2. South Wall Openings

- large glass wall at entry/lobby area
- arched openings at lobby and entry

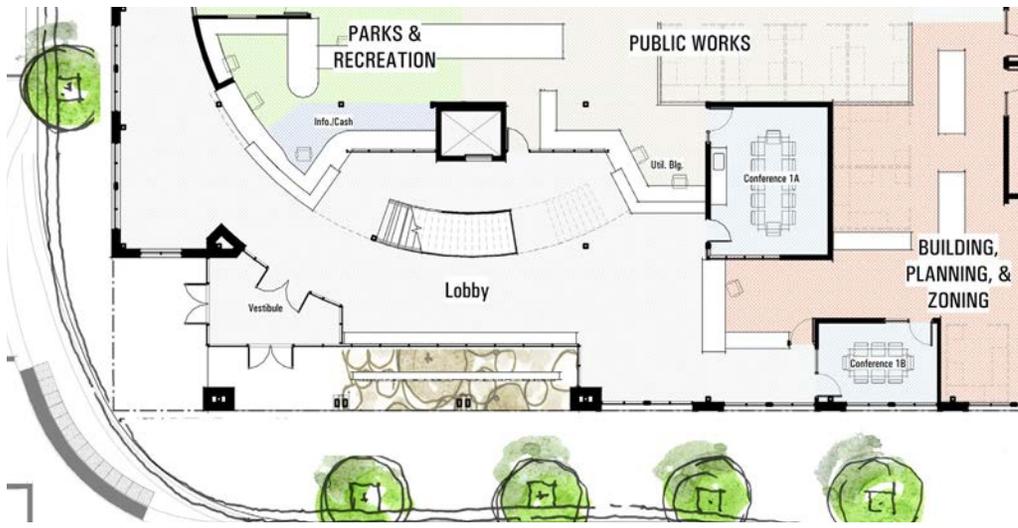
3. Stair Location

- curved 'grand' stair south of elevator
- south 'grand' stair and south exterior lobby wall
- 'wrap around elevator' stair (grand stair at the first flight)
 - potential for skylight above stair

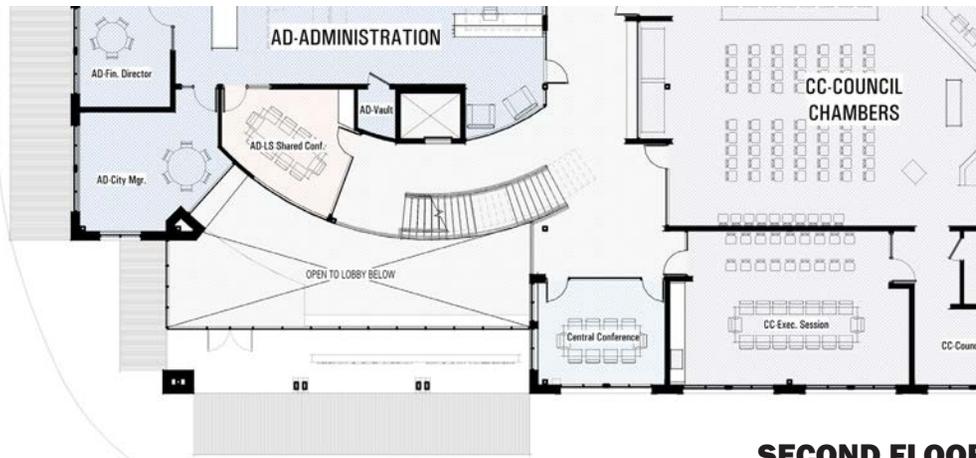
4. South West Corner Entry Design

- Entry facade facing 2nd street, double entry vestibule, orthogonal building corner
- Curved entry facade with entry facing the 2nd/Baker corner
- 45 degree entry vestibule and facade facing the 2nd/Baker corner

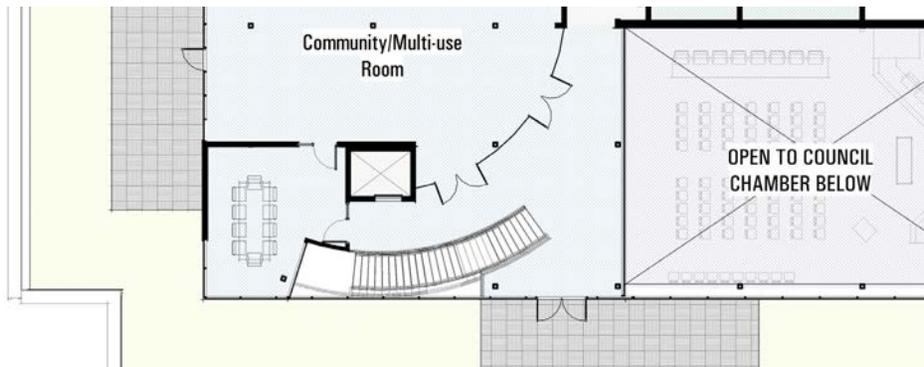
5. I would add - discussion of 2 or 3 elevators - Chuck Stearns



FIRST FLOOR



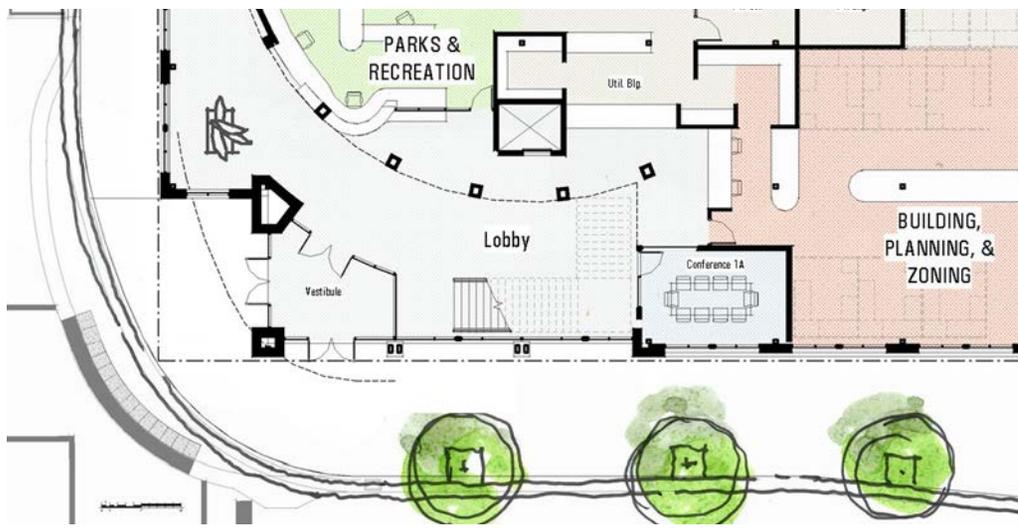
SECOND FLOOR



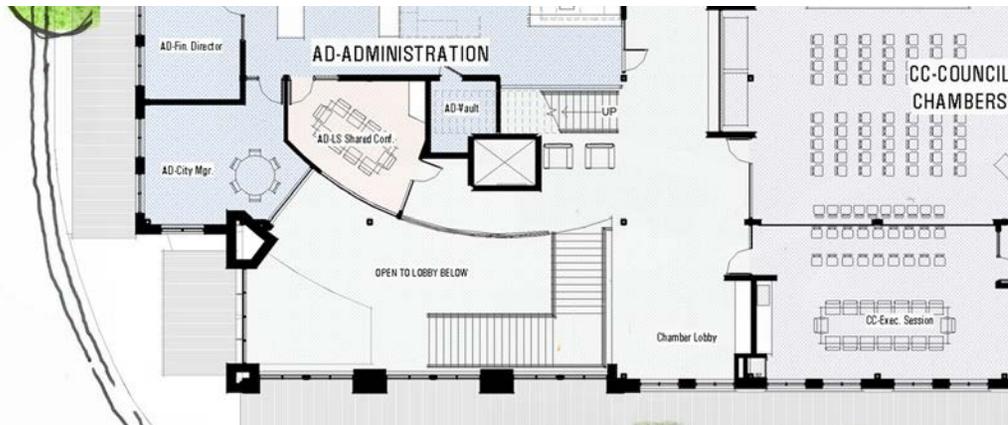
THIRD FLOOR



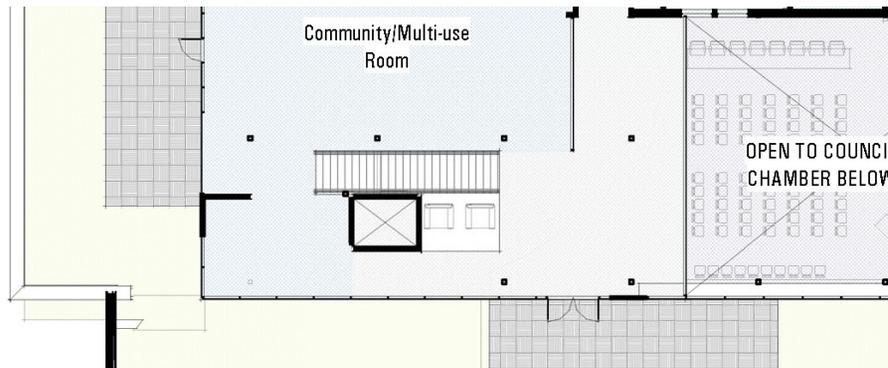
Options 1 - a. 8' setback b. Large Glass Wall c. Translucent 'tilt back' Awnings d. Monument Signage e. Curved Main Stair



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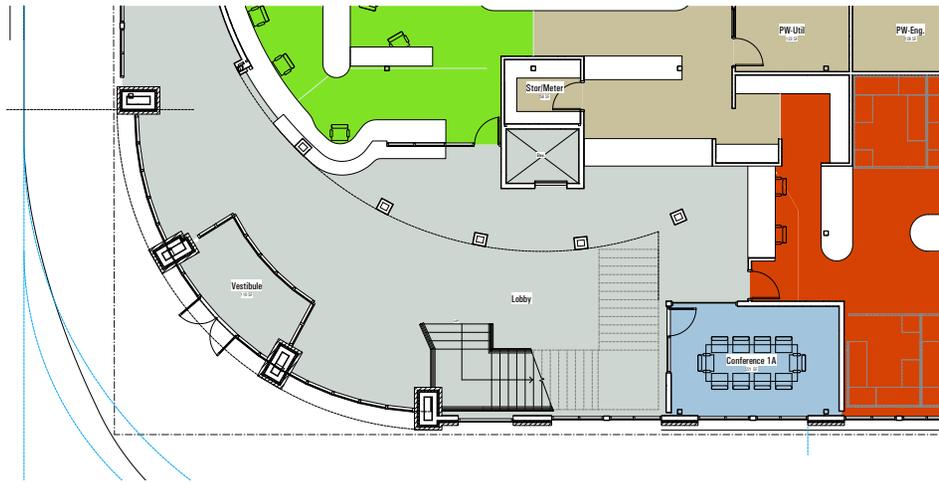
SECOND FLOOR



THIRD FLOOR



Options 2 - a. No Setback b. Three-Arch Glass Wall c. Historic Detailing d. Under Awning Signage e. South Wall Stair



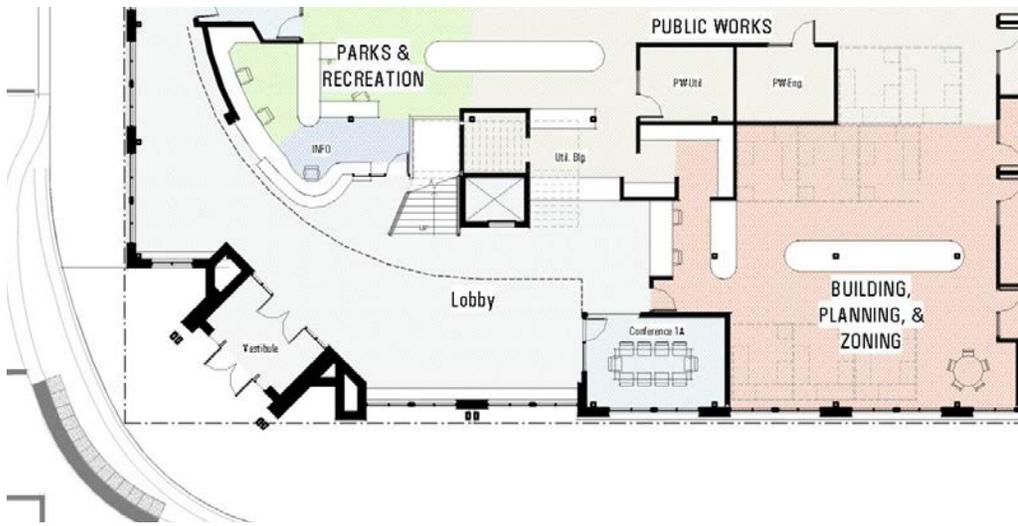
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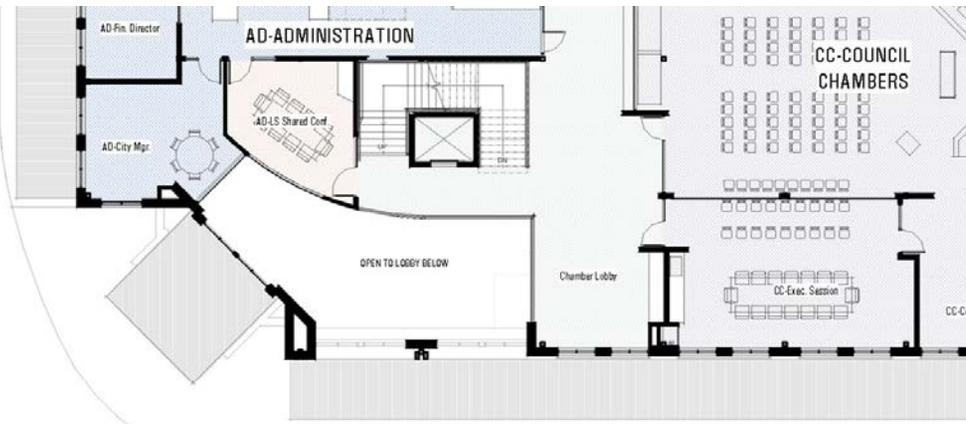
Options 3 - a. No Setback b. Curved Entry Wall c. Three Arch Entry d. Signage Under Awning e. South Wall Stair

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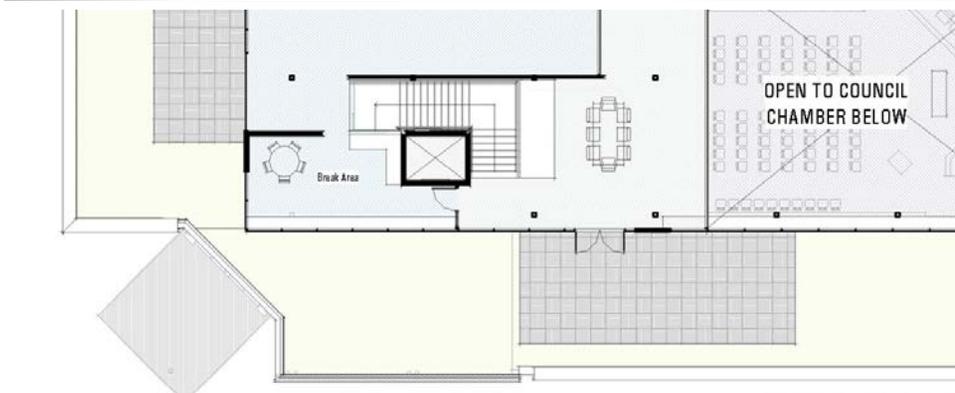
WHITEFISH CITY HALL AND DOWNTOWN PARKING STRUCTURE



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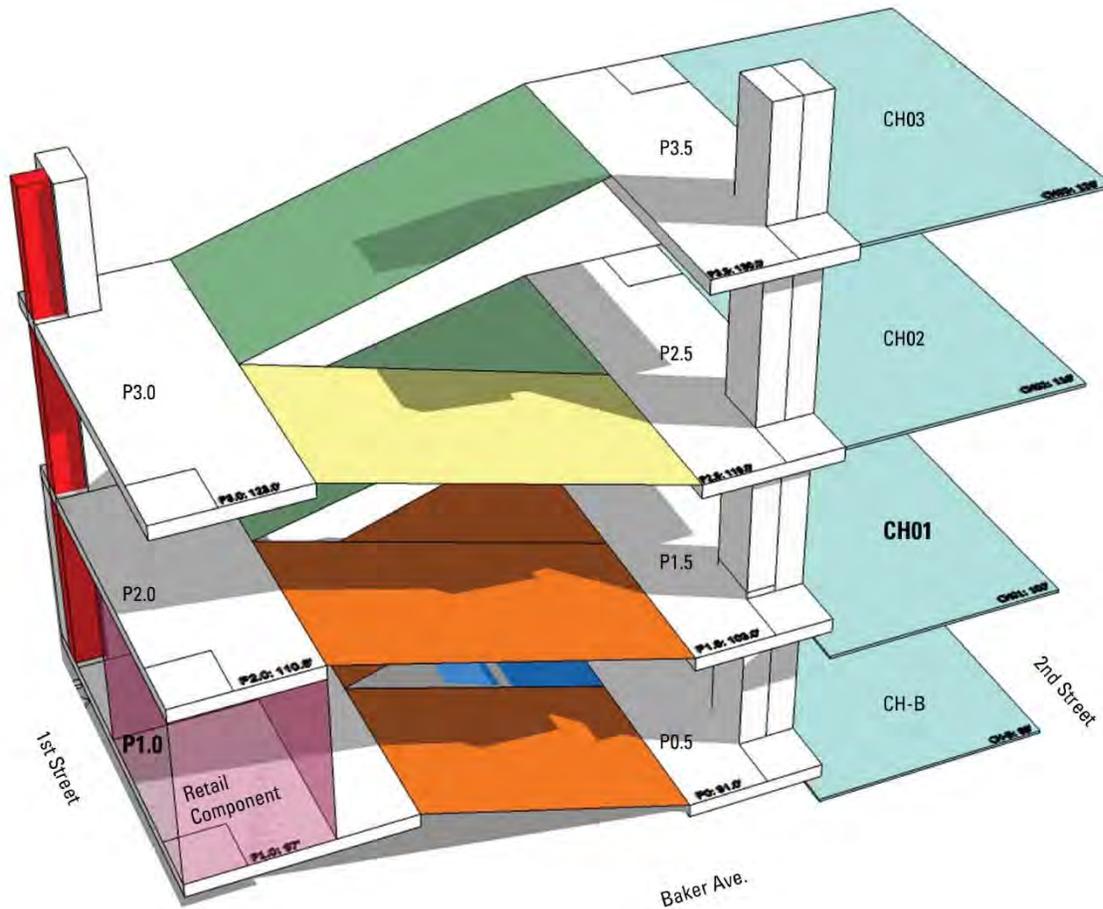
SECOND FLOOR



THIRD FLOOR



Options 4 - a. No Setback b. 45dgr Entry c. Historic Detailing d. Built-in Signage e. Wrap-around Elevator Stair



CONCEPT 1C
PARKING/CITY HALL LEVELS 2 & 3 ALIGN

CRITICAL FEATURES

BASEMENT LEVEL ACCESS

P0.5 to CH-B

One element not fully present in previous studies was access from the parking structure to a basement level of the new City Hall. Although basement level can be considered as undesirable, due to its potential to be unattractive to downtown visitors and its potential to increase construction costs, it can be utilized for city fleet and staff reserved parking, providing direct access to staff areas (including locker-rooms) or delivery to/from basement storage areas.

ADDITIONAL FEATURES AND AMENITIES

Additional desired features and amenities will also integrate into the new Downtown Parking Structure.

“GRANDMA-FRIENDLY” AISLE SLOPES

Level of Service (LOS) is dependent on a number of factors relating to comfort and navigability of the parking structure for vehicular or pedestrian traffic. Variables include stall size, aisle widths, and distances to exits and elevators. Ramps slopes are desired to be minimized as much as possible. A LOS of level A includes 9' wide X 18' deep parking stalls, with 26' wide drive aisles; large enough to accommodate a typical full-size truck (design vehicle 6'-7" x 17'-1"). These metrics were used in the layout and tabulation of the parking. Building Code prohibits vehicle ramps from exceeding 1:15 (6.67%) [2012 IBC 406.4]. Ramp slopes of 5% are considered most desirable and is the target for much of the structure; however, to adequately reach above the retail-component of the north end and the basement level of the city hall, greater than 5% will be necessary to those areas. Lighting systems will be explored to provide safe levels of lighting while still being energy efficient.

PUBLIC RESTROOMS

Public restrooms, accessible from the exterior, will be integrated into the new Downtown Parking Structure or new City Hall. Likely, this restroom will be included in the NE corner of the parking structure, at ground level.

ARCHITECTURAL FACADES

The aesthetic appearance of the parking structure will be contextually sensitive to the rhythmic facades and covered walkways typical in Downtown Whitefish.

Parking Structure / Retail Component

WHITEFISH CITY HALL AND PARKING STRUCTURE



1st & Baker

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE





NW Corner – Retail Corner

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE





NW Corner – Aerial

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE





PG- North East Corner

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE





PG – North Elevation

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE



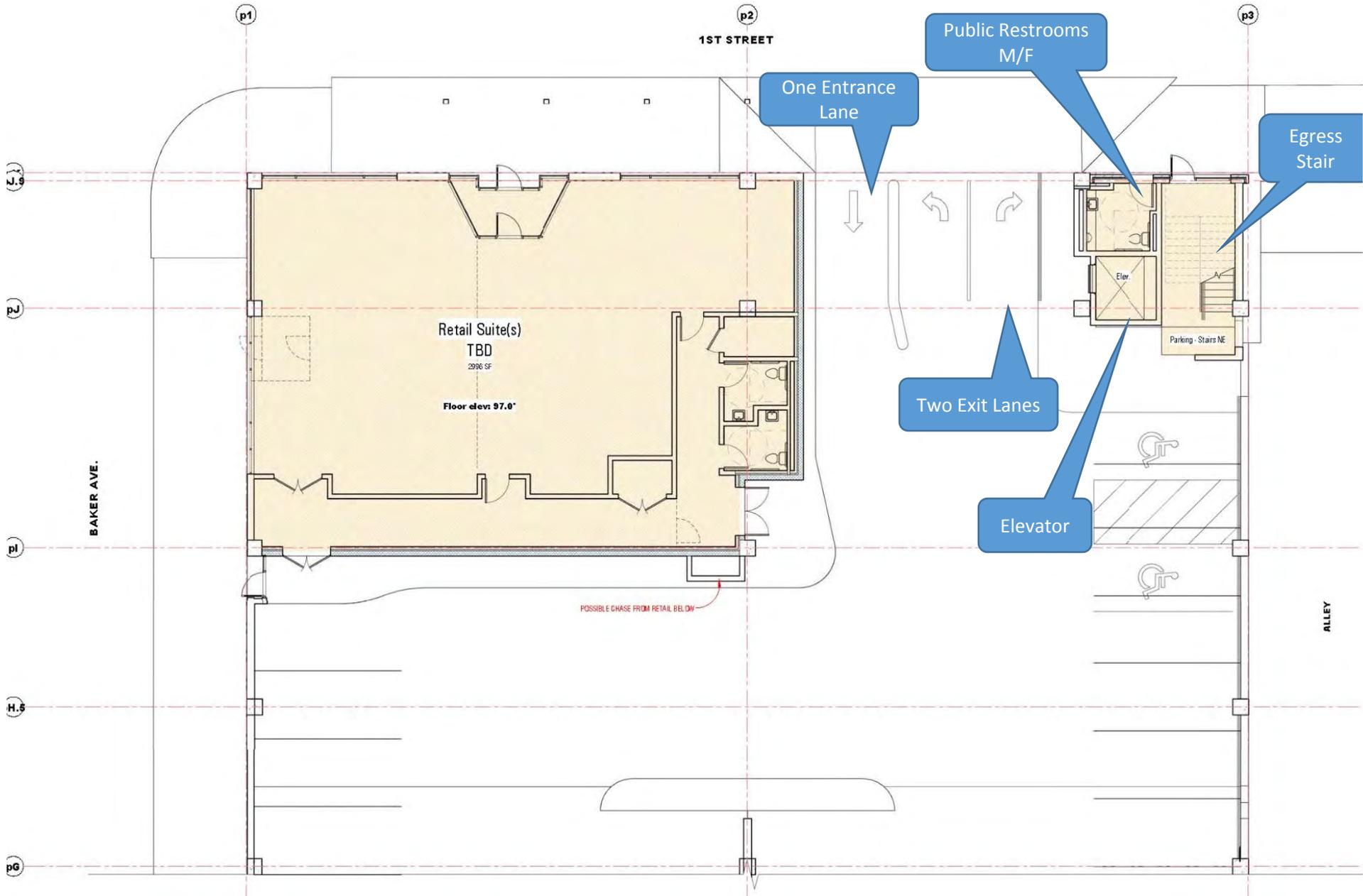


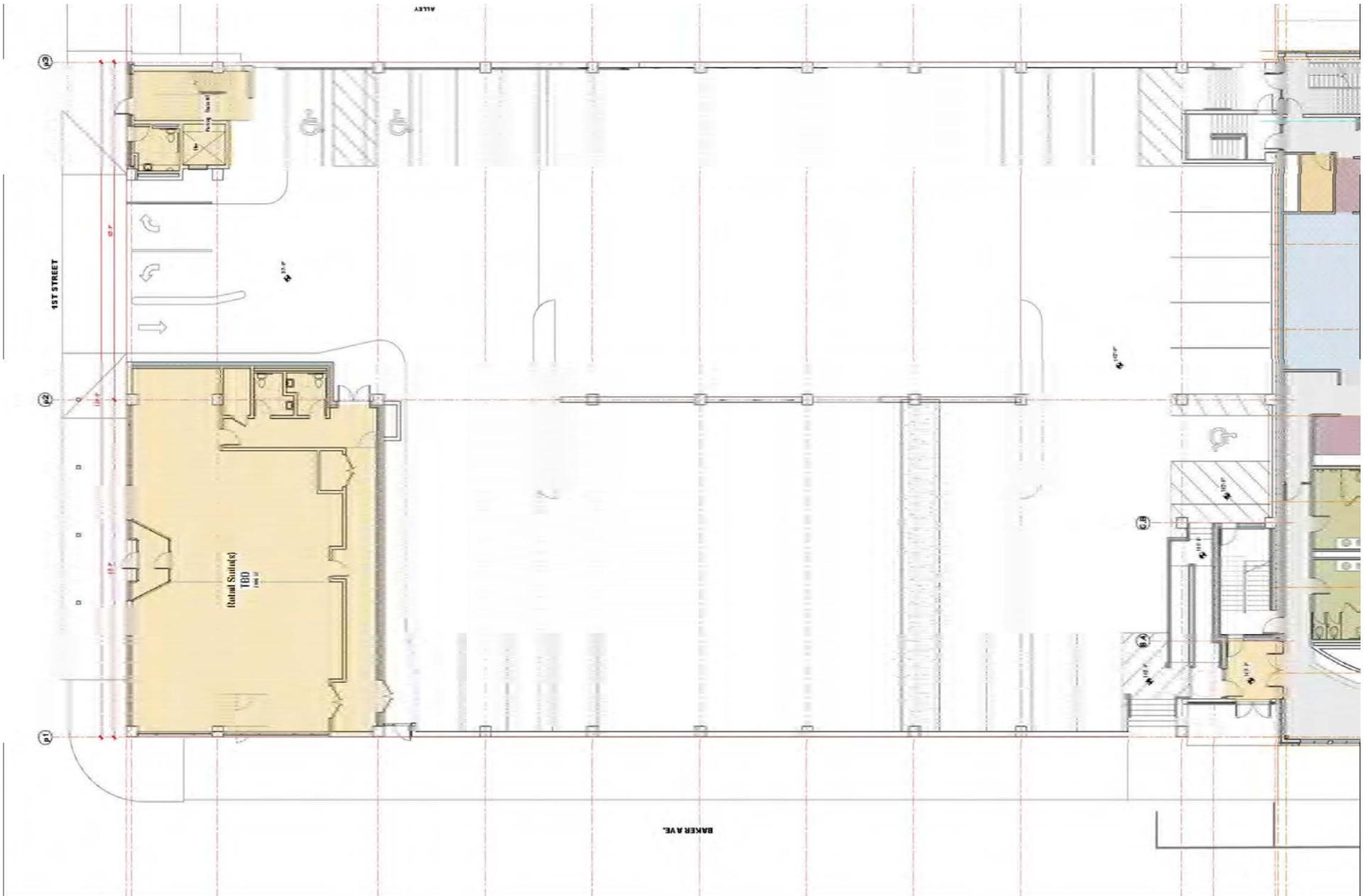
PG – North Elevation

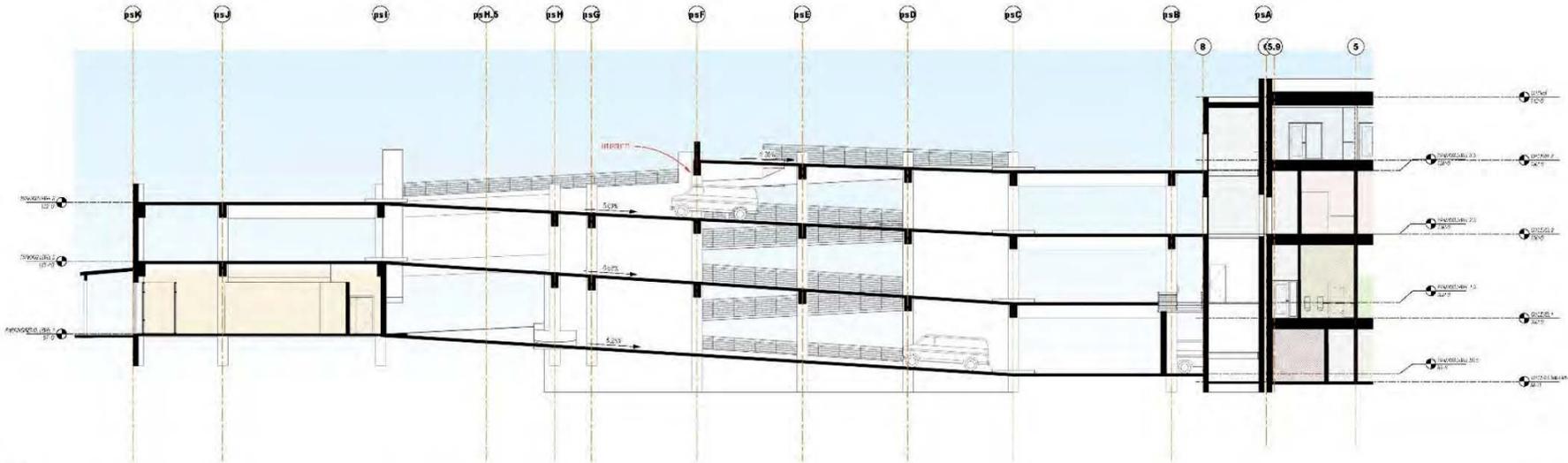
Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE

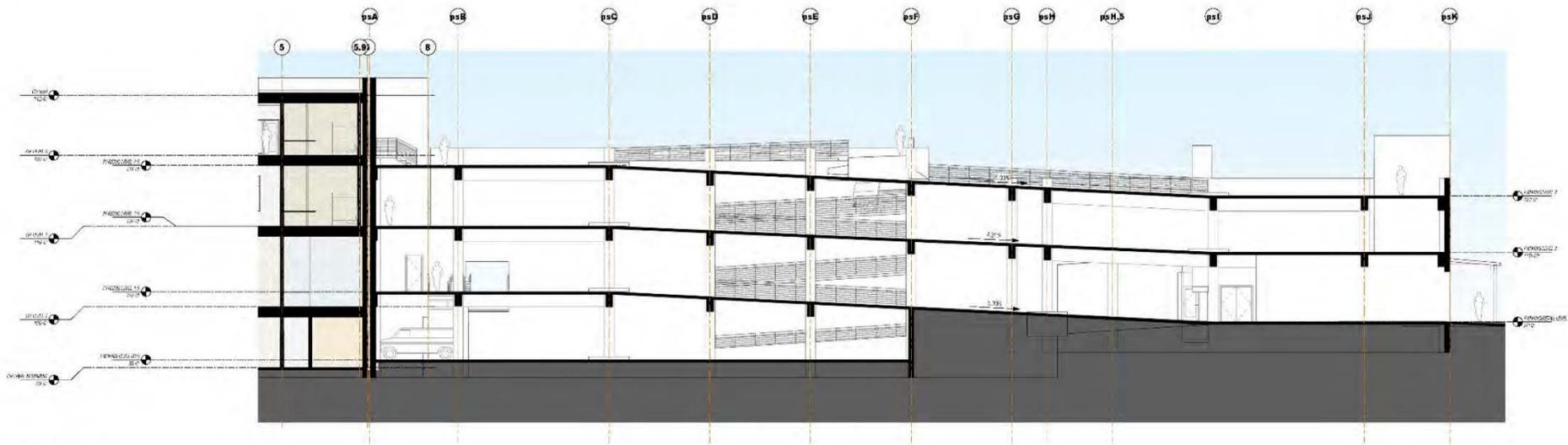




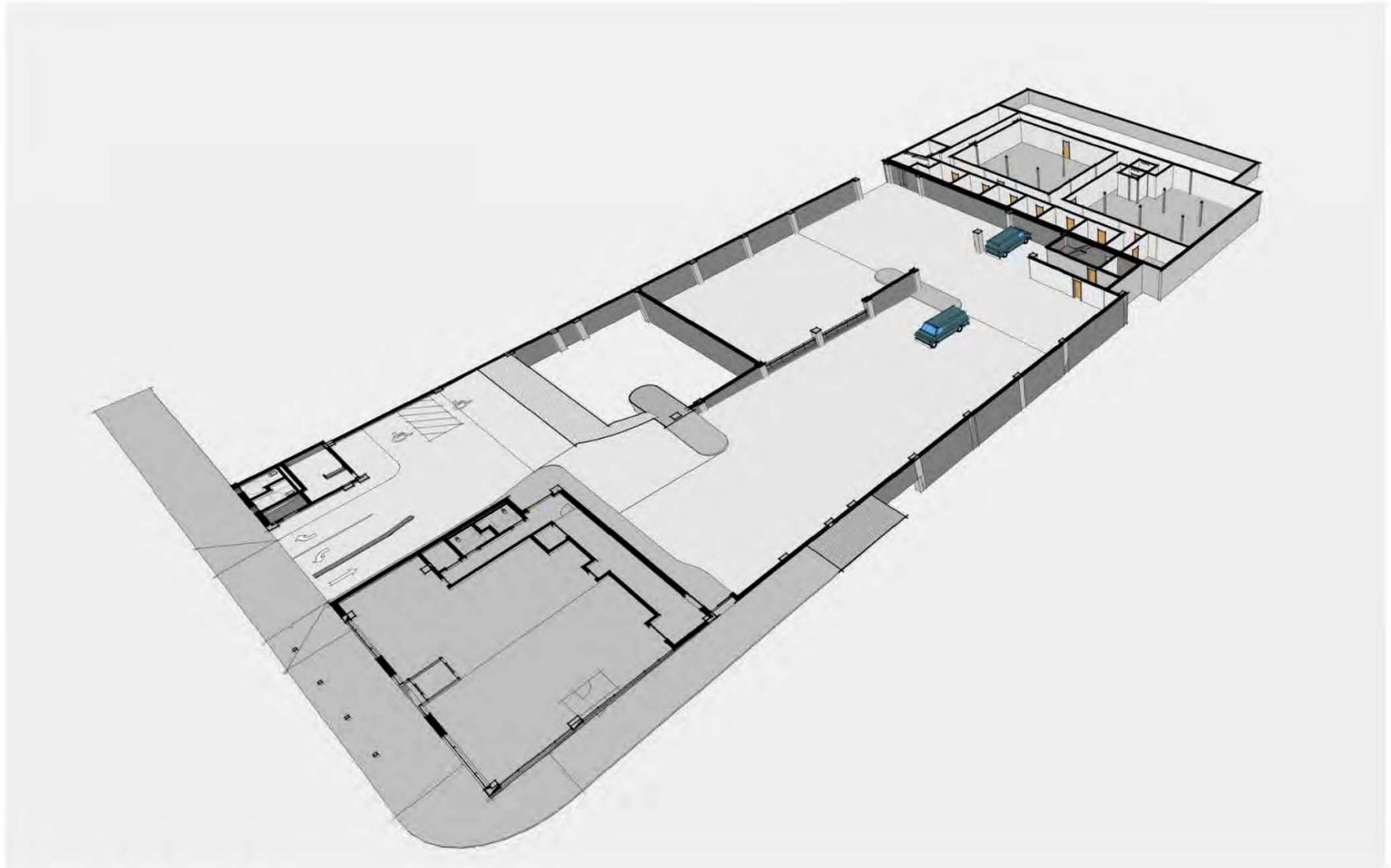




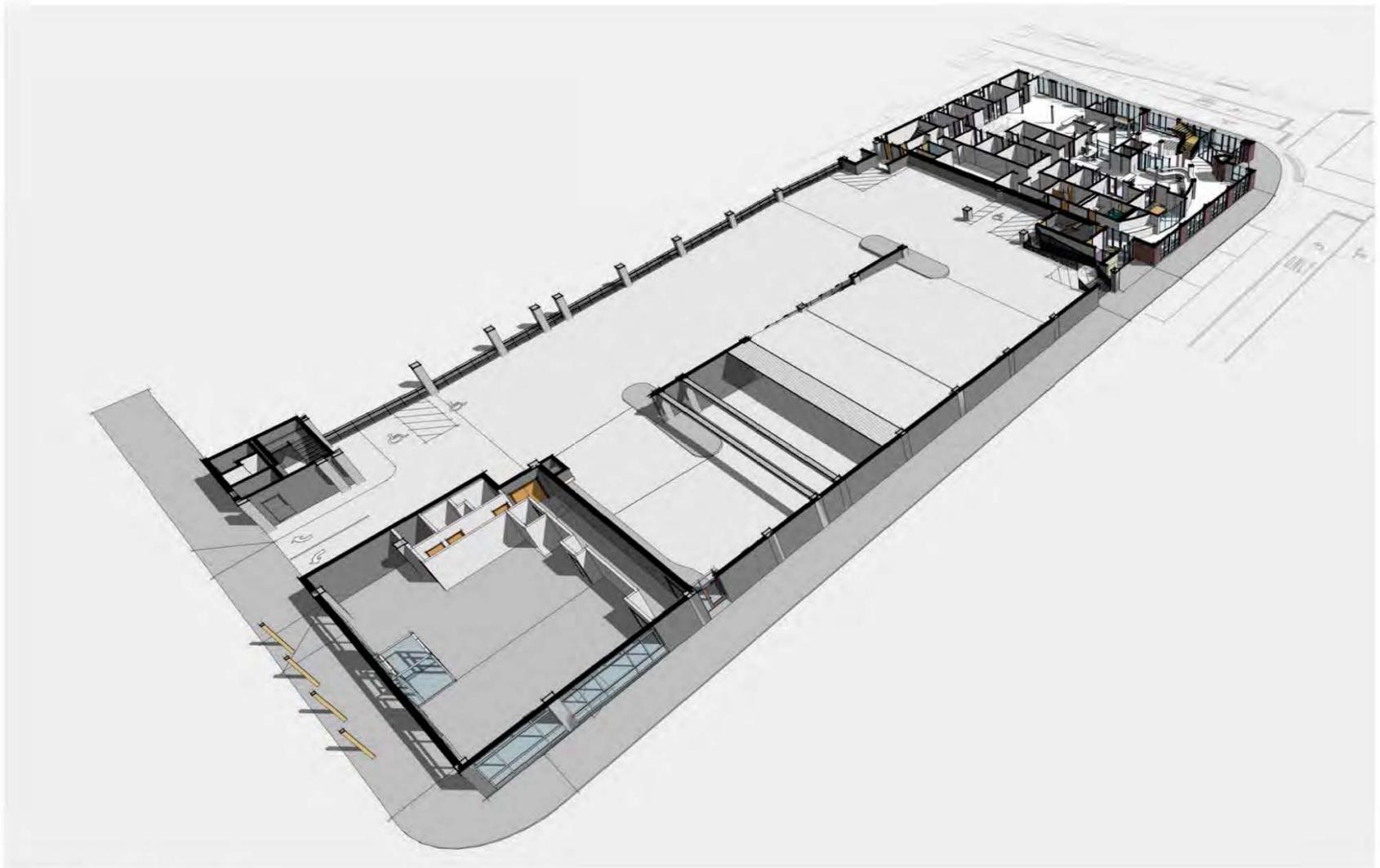
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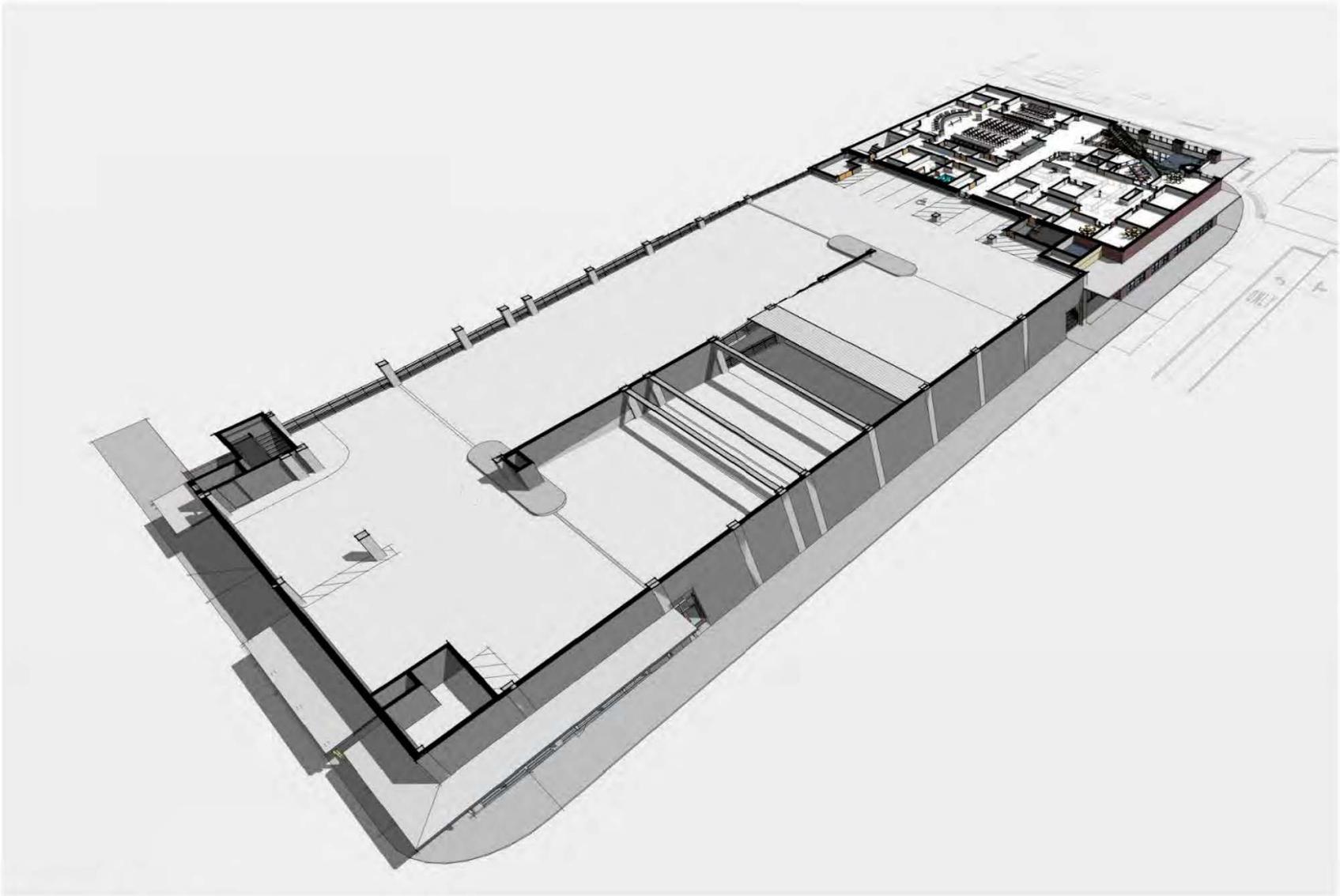
2 SD-PG NS2
1" = 10' 0"



4 SD-PG Persp Plan Level B0.5



1 SD-PG Persp Plan Level 1



2 SD-PG Persp Plan Level 2



3 SD-PG Persp Plan Level 3

received
12-9-14

Cari Elden

444 O'Brien Avenue
Whitefish, Montana 59937

December 8, 2014

Dear Whitefish City Council,

I am writing this letter in support of having our new City Hall building exterior be reflective of a historic structure, that will serve as a timeless anchor for our wonderful mountain town.

Just a few weeks ago our local volunteers were putting up our annual holiday downtown decorations, many of them hanging from historic looking brand-new lamp posts throughout the downtown core. As I drove by, I thanked the volunteers and felt such joy that our little town does this every year. I was proud that our children, third generation Montanans, will always have Whitefish as their birth place and to hopefully come back to. This town does have a strong sense of 'place' that is hard to understand when you live elsewhere or haven't spent time living here.

Having spent my youth growing up in large Metropolitan communities away from Montana and then returning in my twenties, I have a perspective of what larger town living and smaller town living brings with it.

A key factor in creating a sense of 'place' for Whitefish has been in the preservation of its historic buildings, such as the Train Depot. It has also been in the creation of new buildings that preserve that historical integrity, such as: the downtown American Bank, Central School, and Casey's. As mentioned above, even the new lamp posts being installed all over downtown are historic looking. This trend has been increasing over the past 14 1/2 since we moved to Whitefish. Thanks to the efforts of many volunteers over decades, our town has become increasingly more aware of how important it is that we maintain this vital sense of who we are and this sense of 'place'.

Please help our town continue this increasing trend and have our 'new' City Hall's exterior preserve our historic integrity. It is at the heart of our downtown and it is critical in our town's efforts to maintain this strong sense of 'place'.

Thank you,



Cari Elden



December 30, 2014

Mayor Muhlfeld and City Councilors
City of Whitefish
Whitefish, Montana

Mayor Muhlfeld and Councilors

Summary and Analysis of December 9, 2014 City Hall Committee Meeting

Introduction/History

The Future City Hall Steering Ad Hoc Committee was established in November 2011 (Resolution No. 11-57) to study, evaluate and recommend ideas and process for the location, design and architectural selection for the future City Hall to City Council. In September 2012, the Committee recommended to City Council to build the future City Hall on the same property where it currently is located. In January 2014, the Committee recommended to City Council to award the design contract to Mosaic Architecture and move forward with the Phase I design. City Council moved forward to negotiate a contract with Mosaic Architecture and since has approved the Phase II portion of their contract and by Resolution 14-55 extended the Committee to January 31, 2016 and added two additional City Councilor's to the Committee.

The City Hall Committee has participated in goal setting, concept design meetings, and a Leadership in Energy and Environmental Design (LEED) Workshop. We have provided several recommendations to Council in the last year concerning the preference of design scheme 1.5, including a third floor and full (half finished) basement, and acquiring LEED Certification for the new City Hall. At our December 9th, 2014 Committee meeting we reviewed and discussed the original design and an alternate design presented by Mosaic based on comments received by Council, Committee and critique comments provided by Crandall Arambula.

The alternate design provided the Committee an opportunity to view the building with the south lobby built out to the property line and resulting lobby revisions, departmental revisions and refinements, alternate lobby stair location and parking structure design (including retail space, public restrooms, stair, and elevator locations).

Current Report

At the December 9th, 2014 City Hall Committee meeting the Committee decided not to make a motion or recommendation to City Council, but instead provide an analysis of preference for two specific items. Those items were whether to build the building to the lot line at the southwest corner or have the building recessed in from the lot line and where to locate the stairway in the lobby. As you will see in the attached "draft" minutes, eight of the fifteen member committee preferred the New City Hall building be built out to the lot line at the southwest corner. The Committee preference for the

staircase was more split, with six members preferring the curved "irresistible" stairs back by the elevator, two members preferring the stairs to be located at the south wall and a couple members preferring the stairs be wrapped around the elevator.

In addition, Mosaic provided another design that had not previously been seen by the Committee. This new design provided a curved/rounded building at the southwest corner with a corner entry at a forty-five degree angle on East Second Street and Baker Avenue. Nine of the fifteen member Committee wanted this new design to be presented to City Council.

I have included in this packet draft minutes from the December 9th, 2014 City Hall Committee meeting, the most recent drawings provided by Mosaic Architecture with decision making items needing to be settled prior to finishing schematic design (received & distributed 12/22/14), comments received from the City Hall Committee members on these most recent drawings in addition to critique comments received from Crandall Arambula, all for your review and consideration.

The Committee respectfully requests your direction on the following items:

1. Location of south wall (8' setback or at property line)
2. Location of entry (facing E. 2nd Street double entry, curved entry facing E. 2nd/Baker corner, or 45 degree entry facing E. 2nd/Baker)
3. South wall openings (large glass wall at entry/lobby area or arched openings at entry/lobby)
4. Stair location

Sincerely,



Sherri L. Baccaro
Chair, Future City Hall Committee

City Hall Committee Draft Minutes 12/9/14

**WHITEFISH FUTURE CITY HALL STEERING COMMITTEE
TUESDAY, DECEMBER 9, 2014
CITY COUNCIL CHAMBERS**

CALL TO ORDER

Chairman Baccaro called the meeting to order at 1:00 p.m. Members present were Richard Hildner, Robert Blickenstaff, Ian Collins, Toby Scott, Wendy Compton-Ring, John Anderson, City Manager Stearns, Ross Anderson, Jen Frandsen, John Muhlfeld, Necile Lorang, Rhonda Fitzgerald, Jeff Raper and Vanice Woodbeck. Member absent was George Gardner. From Mosaic Ben Tintinger and Mark Ophus. In the audience was Mary Jo Look.

APPROVAL OF MINUTES FROM LAST MEETING (November 12, 2014)

Chuck made a motion, seconded by Wendy, to approve the November 12, 2014 minutes. The motion passed unanimously.

HOUSE CLEANING

Resolution 14-55 Extending Future City Hall Steering Committee: Chairman Baccaro said Resolution 14-55 has extended the Future City Hall Steering Committee to January 31, 2016 and also added two additional Councilors to the Committee, John Anderson and Jen Frandsen.

Principles for Civil Dialogue: Chairman Baccaro discussed this item she placed in the agenda packet. The information is provided as basic principles she would like the Committee to follow for all meetings and communications.

Information Item: Ben Tintinger said the City received seven RFQ's for the GC/CM services. The GC/CM Review Committee met today and they narrowed it down to four companies. Interviews of the four companies will take place the first part of January.

REVIEW AND DISCUSS ALTERNATE DESIGN

Presentation by Mosaic-Alternate Design & Original Design (Alternate design-South lobby moved out to property line & resulting lobby revisions & departmental revisions/refinements):

Ben showed the two different designs which were the 1-5 scheme and the alternate design. The alternate design brought out the building to the lot line and it also shows the stairway along the south wall.

Some of the Committee felt the stairway should be moved back by the elevator as it would help break up the lobby, some thought maybe a wrap-around stairway that would go around the elevator; some liked the elevator along the south wall as it would make for a bigger lobby. Some of the Committee felt it was hard to decide on this without knowing if there is going to be a 3rd floor.

Ian still feels the City Hall and Parking Structure do not look the same and Ben said that it would all tie into each other. Ian would also like to know for sure what the elevations of the floors will be. Ian also suggested maybe having a vertical design to set off the entrance into City Hall and as Jen put it a more grandness entrance.

Jeff asked what the cost for a 3rd floor would be and the difference in the stairways on it being curved, wrap-around or regular and Ben said the 3rd floor would be around one million and the stairways could be around \$10,000 difference.

Jen said the Committee is not there to make a decision or recommendation but to provide information to the Council on what is important. The Committee needs to provide a complete analysis of what is important in their recommendation to Council and that hasn't been provided to date.

Mark Ophus said they crave direction and need it. John Anderson said the Council makes the decision, not the City Hall Committee.

After much discussion the Committee was asked to state their preference for the following two items:

- Build the building out to the lot line at the south west corner –or- recessed eight feet from the lot line
- Where to locate stairway in the lobby

Build to lot line –or- recessed eight feet from lot line:

Four Committee members prefer the design with the building recessed eight feet from the lot line

Eight Committee members prefer the design with the building built out to the lot line

Two Committee members said either way was fine.

Location of lobby stairs:

Six Committee members prefer the curved stairs back by the elevator

Two Committee members prefer stairs to be located on south wall

One Committee member stated they could go either way

A couple Committee members would prefer the stairs to be wrapped around the elevator.

Other comments were for a curved and an irresistible stairway which would open the lobby more; if stairway is by the elevator it could be a sound barrier to the offices; some do not like walking into the building and looking at the elevator; if stairway was on the south wall it would show the activity inside of City Hall and a rectangle stairway is not appealing. Some would like to see different examples of the stairways being curved, wrapped around elevator or rectangle. They would like to see more of a predominant entryway with more of a detail than the rest of the building.

Chuck asked if they could make the cement (at the bottom of the pillars outside) smaller as they are around four feet tall and felt this was too tall.

John Muhlfeld had asked Ben if he could present the curved corner entrance into the building that he had previously shown him. Ben displayed a new drawing with a rounded building corner and building entrance going out to 2nd Street and Baker Avenue at a forty-five degree angle. Nine committee members said they would like the Council to also see this as an option.

Ben went through the parking structure design showing retail space on the northwest corner and an elevator, stairway and public restrooms on the northeast corner of the parking lot. The entrance into the parking structure would be one lane in and have two lanes coming out either turning left or right. The retail space would be big enough for two suites and restrooms.

Richard thought we could save some money by eliminating the restrooms as there is a set of restrooms one block away.

Rhonda feels we should have two elevators in the parking structure as it would be more convenient for the citizens using the parking lot. John Muhlfeld suggested maybe having a family restroom instead of two bathrooms.

Ben said the façade would be the same as the City Hall and they would put up screens on the parking structure instead of windows for ventilation. Jen suggested maybe some kind of archway on the entrance into the parking structure.

Most of the Committee did not feel a second elevator would be necessary in the parking structure as the cost is high and the parking structure is really not big enough for two elevators.

Ben said they would be taking both of these schemes plus one showing the rounded corner entrance to the Council on January 5th, 2015.

PUBLIC COMMENT

Mary Jo Look said the round corner is not historical, the building has too many windows, we should not see the elevator as the first thing when entering the building. She likes that the council conference room can open into the council chambers for more room is needed. She detests the extra money put into this building as they should think about a shelter for the poor.

SET DATE AND TIME FOR NEXT MEETING

Ben said after the January 5th meeting with the council they should have more direction and probably have a Committee meeting about 2 weeks later.

ADJOURNMENT

The meeting was adjourned at 4:00 p.m.

DRAFT

City Hall Committee Comments on Mosaic Architecture 12/22/14 Drawings

CITY HALL COMMITTEE MEMBERS
REVIEW COMMENTS ON NEW MOSAIC DRAWINGS FROM 12/22/14

12/30/14 – Chuck Stearns

My comments and preferences on the options are below:

1. Location of the South Wall – I am indifferent and can see the value of both options. If I had to specify one preference, I would probably build out to the property line to gain the additional square footage and be more consistent with most downtown architecture.
2. South Wall Openings – I prefer the arched openings.
3. Stair Location – I strongly prefer the curved, grand stairway south of the elevator to attract and encourage use of the stairway rather than the elevator. Hidden or enclosed stairways do not invite usage.
4. South West Corner Entry Design – I actually like the newest option, #4 the best with the squared off, chamfered corner at a 45 degree angle to the intersection.

12/29/14 – Wendy Compton-Ring

- I prefer the south wall at or near the property line
- I prefer the arches at the entrance
- I think I prefer the staircase that wraps around the elevator (1st choice), then the arched stair case (2nd choice) – I didn't like the one on the south wall
- I still prefer Option 2, Option 4 is intriguing (2nd choice). I don't like Option 1 and Option 3 looks like a movie theater to me. We would need to have one of those tall neon signs with the moving lights that flashes 'city hall'. It just doesn't look quite right.

I agree with Ian's comments on the parking garage. Simpler is better and I did like the MMW parking garage design. I think it would be nice to see it be less massive (or reduced scale – I can't remember which term is correct ... I get them confused) than the city hall building, if possible.

12/29/14 – Necile Lorang

My preferences are:

1. Locate South wall at or near the property line and 'capture' more interior space
2. Arched openings at lobby and entry. That retains the historical look from original City Hall, and was a goal of the Committee.
3. Curved 'grand' stair south of elevator. This was another item set out early by the Committee.
4. Entry facade facing 2nd street, double entry vestibule. The recently proposed Option 3 of a curved entry wall does make the building very unique and worth discussion if it doesn't add more expense to the building and if it doesn't interfere with other design choices above.

12/30/14 – Ian Collins

I think the committee gave Ben and Mark a lot of feedback at the last meeting and only one of the suggestions is reflected in the attached packet. I see in Option 4 where they integrated the stair in to the back wall, which opens up the lobby nicely. But otherwise I don't see where any of the other suggestions for Options 2 & 3 have been considered.

I also don't understand why Ben will not show the committee a layout for Option 4, which has a simple chamfered (45 degree) corner entry. The committee has been talking about a simple chamfered corner entry since John Kramer brought forth a drawing this Fall. I would like the committee to have the ability to evaluate this design. The option 4 layout presented is asymmetrical, has awkward outside corners, and a pinched lobby.

The garage elevations do not fit with any of the City Hall concepts. The garage is more than 2/3s of the building; if we don't get it right aesthetically the project will be a failure in the eyes of the community. I attached a copy of the MMW garage from the competition, which was mentioned at the last meeting. I am not proposing a cut-and-paste job- I think Mosaic can do better- but I think the MMW garage works for the following reasons and is worth considering as we move forward:

- The MMW garage is simple and ordered: it has a repetitive rhythm, which breaks up the mass in larger and smaller increments.

- The MMW garage is primarily one material, brick, and does not rely upon 3 or 4 material changes to break up the mass, which results in a hodge-podge.

- The openings have a simple repetitive shape and fenestration, which make them look like 'windows'.

- The overall massing and openings make the structure look like a 'building' and not like a parking structure. The successful examples we have looked at during the Downtown Master Plan process have all looked like buildings and not parking structures.

- Emphasis is given to the corner- see how it stands taller than the middle of the building. Combined with the retail storefront below, this makes the corner mass look like a building. Compare this to Mosaic's design, which gradually tapers down from South to North and culminates in a 'weak' open corner where the brick doesn't even terminate, but is left open to look in to the garage. This makes the mass look like a parking garage with a retail space hidden underneath.

- The MMW building hides the cars. I don't think we want to look at cars like we see on Mosaic's Page 7 elevation. I also am very concerned about the third floor north wall of the City Hall (see Page 7), which will be very prominent when you approach the building coming off of the viaduct heading south along Baker. For fire separation reasons this wall will most likely be blank.

I do not think we can keep pushing the fundamental issue of how this building is going to look- both City Hall & parking garage as one cohesive design- to the next phase of the project. We left the Concept phase without any 'concept' other than a floor plan; Ben assured us that we would come up with a exterior concept during the Schematic phase. Now we are being asked to review 4 exterior concepts- none of which match the parking garage- so the Council can vote to finalize the Schematic phase and proceed with the Design Development phase. I think there are too many loose ends; we need to be settled on one exterior concept for both City Hall and the parking garage before we finish the Schematic phase. This will not happen before the 1/5 Council meeting.

These are my thoughts, my intent is to be respectful, but to the point; I hope I achieved this. If you feel otherwise, please let me know.

12/29/14 – Rhonda Fitzgerald

At this time I do not think the drawings of the proposed options for City Hall, nor the Parking Structure drawing, are ready for Council review. Options 2, 3, and 4, all have unsolved issues which make them impossible to compare. The parking structure design drawing is not consistent with any of the City Hall options.

Hopefully Mosaic can address the refinements which were requested at the Committee's Dec. 9 meeting, so that an informed choice can be made.

12/23/14 – Sherri Baccaro

1. Location of South Wall – I prefer option 1 out of all of the drawings, but I am intrigued with option 3 if we choose to build to the lot line. Option 1 has four very distinct archways on each side of the building that carry the historic arch theme throughout the design. This was very important to everyone throughout this process and somehow keeps getting lost in the process.
2. South Wall Openings – I love the large glass walls at the entry/lobby as shown in option 1, but from a maintenance point of view I'm not sure who is going to maintain all of that glass. The arched openings at the lobby and entry in options 2, 3 and 4 are nice, although in option 2 I definitely don't like three arch's on E. 2nd and one on Baker, it doesn't look right to me and same issue with option 4.
3. Stair Location – I prefer the curved "irresistible" stair south of the elevator in option 1. I could be accepting of the wrap stair, but I dislike very much the south wall stairs. If a wraparound staircase is done, won't it take away important square footage of office space on the first and second floor? Every square foot of office space is important, especially if we won't have expansion space available on a third floor.
4. Southwest corner Entry Design – I prefer option 1 of all the drawings, but as stated before I am intrigued with option 3. I strongly believe we need the vestibule entry that protects the lobby from the extreme cold wind/weather when entering the building. The information desk is located directly north of this entry and will be hit with all the cold air when entering the building unless there is the

type of entry as shown in the drawings. Also, I am concerned with this large lobby the cold air traveling throughout that entire space and being a problem for all of the counter area employees unless there is the vestibule type of entry.

I again will reiterate staff's concern about the lobby being too large and extremely noisy. It is important to remember when we are done deciding about the aesthetics of the building it still needs to be a functional professional office building. Having a large open inviting lobby is nice, but it won't be a functional and efficient use of space when it comes down to actual use of the building. I foresee the lobby as shown being a very loud, noisy space that is not conducive to conducting professional and at times private customer service.

Crandall Arambula Critique Comments on Mosaic Architecture 12/22/14
Drawings

Sherri Baccaro

From: George Crandall <gcrandall@ca-city.com>
Sent: Tuesday, December 30, 2014 9:18 AM
To: Sherri Baccaro
Cc: Don Arambula; John Muhlfeld; Jason Graf
Subject: City Hall Design Review
Attachments: City Hall Design Review 12-29-14.pdf

Sherri,

Enclosed is our review of the latest schematic drawings. We focused on basic design issues that needed to be resolved.

Our recommendation is that City Council not meet with the architect until the architect:

- 1) Produces a lobby and entry plan that is simple, functional and convincing. At this time, none of the options qualify. We think that Option 4 can be modified to work (refer to our Option 4 - Modified first floor plan). The architect should be asked to provide refined plans and elevations for Option 4 modified.
- 2) Refines parking structure elevations to eliminate contemporary design features.
- 3) Refines parking structure plans to add an additional elevator and make elevators Grandma and shopper friendly (provide views from elevators to the street).
- 4) Improves the efficiency of the parking structure retail space.

If you have questions please call me on my cell phone (503 449-7879)

Thanks,
George

George Crandall, FAIA, Principal

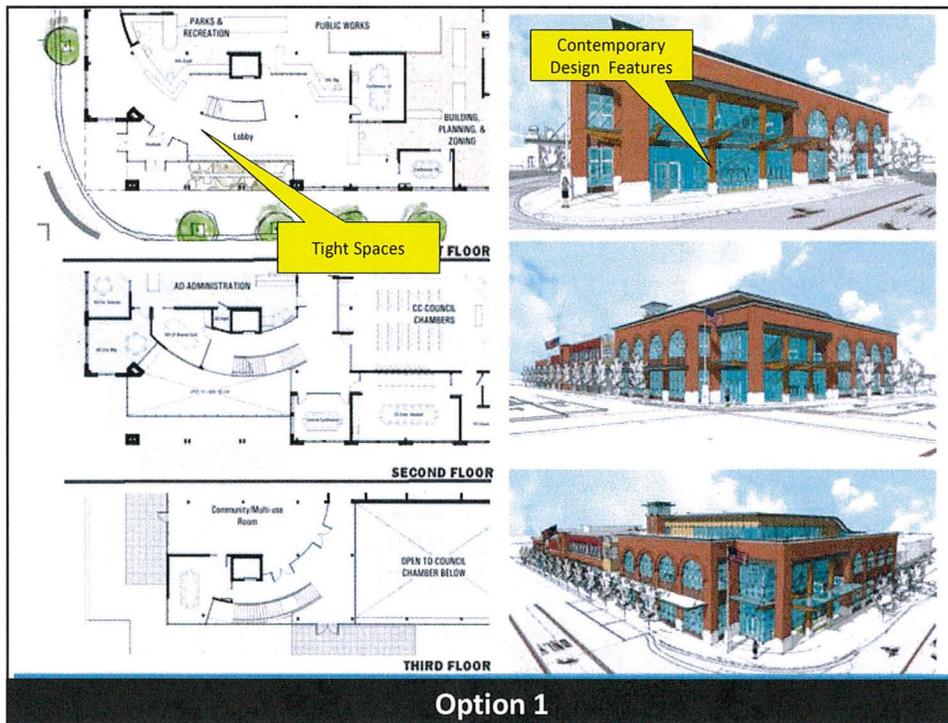
CRANDALL ARAMBULA
520 SW Yamhill, Roof Suite 4
Portland, OR 97204
503.417.7879 - phone
503.417.7904 - fax
gcrandall@ca-city.com
www.ca-city.com

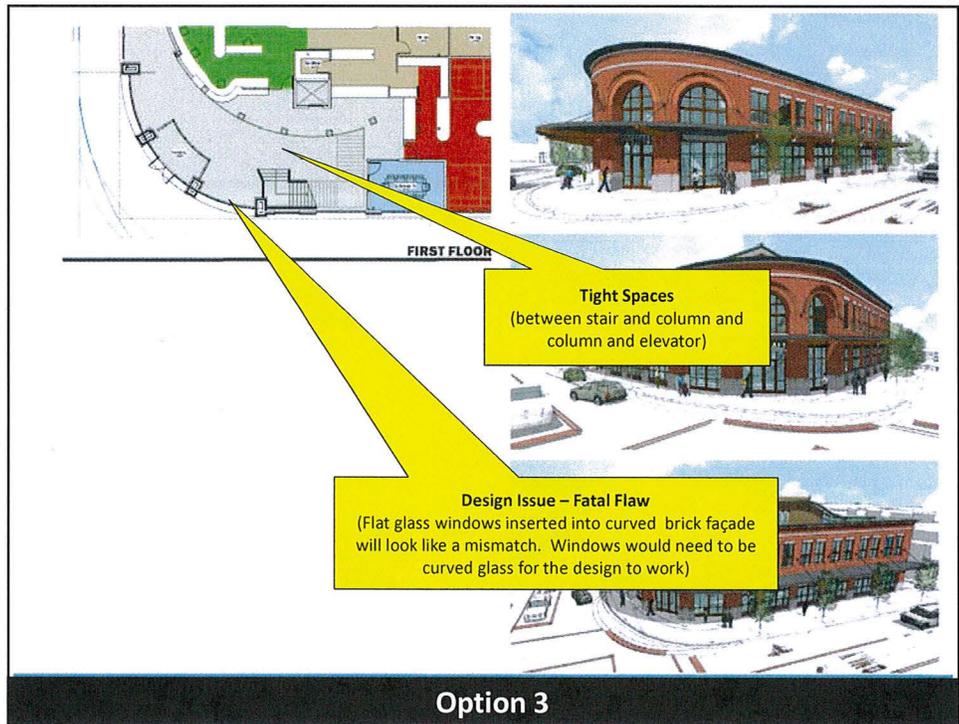
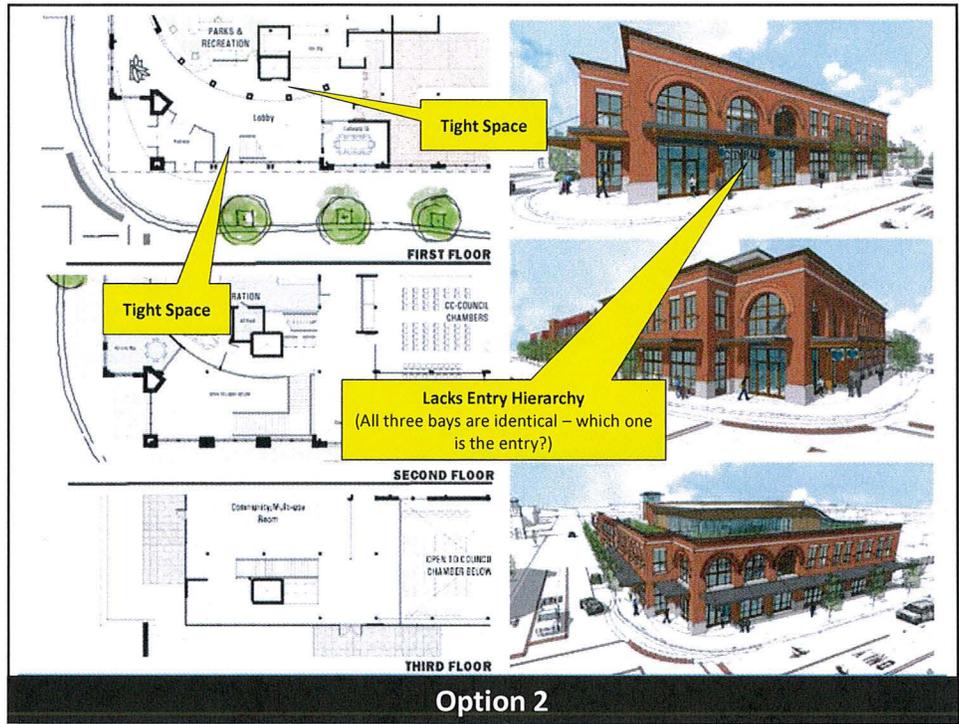
Revitalizing America's Cities

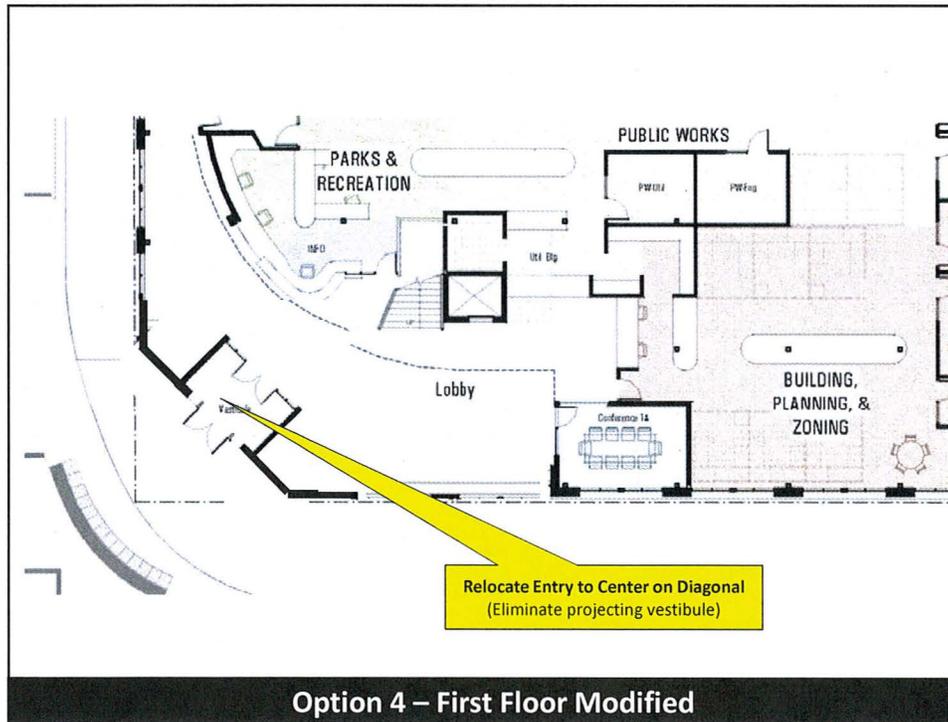
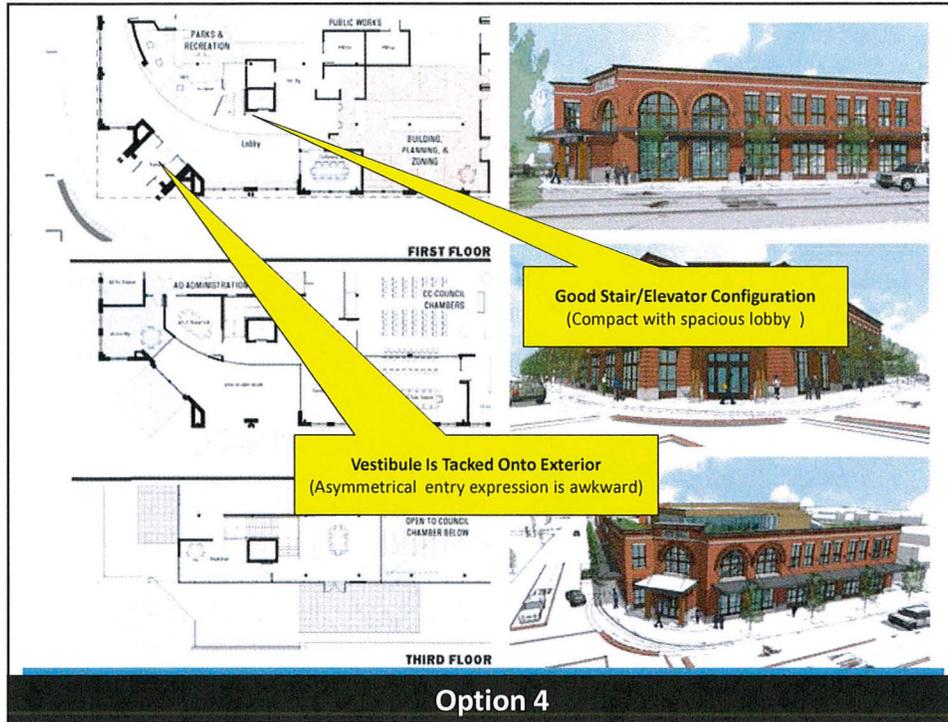
Whitefish City Hall Design Review Summary

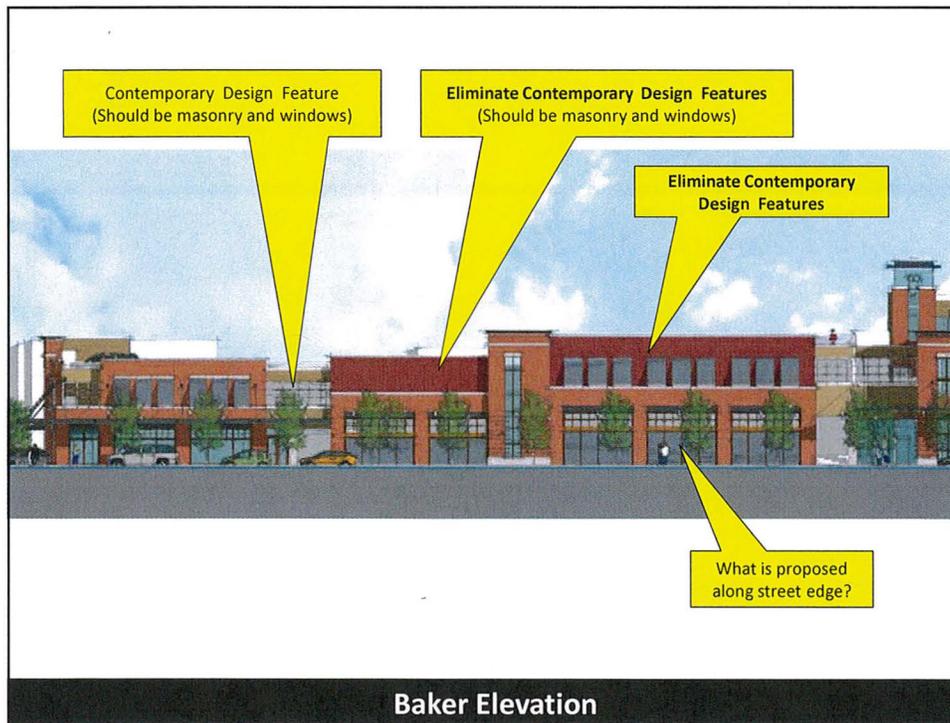
December 29, 2014

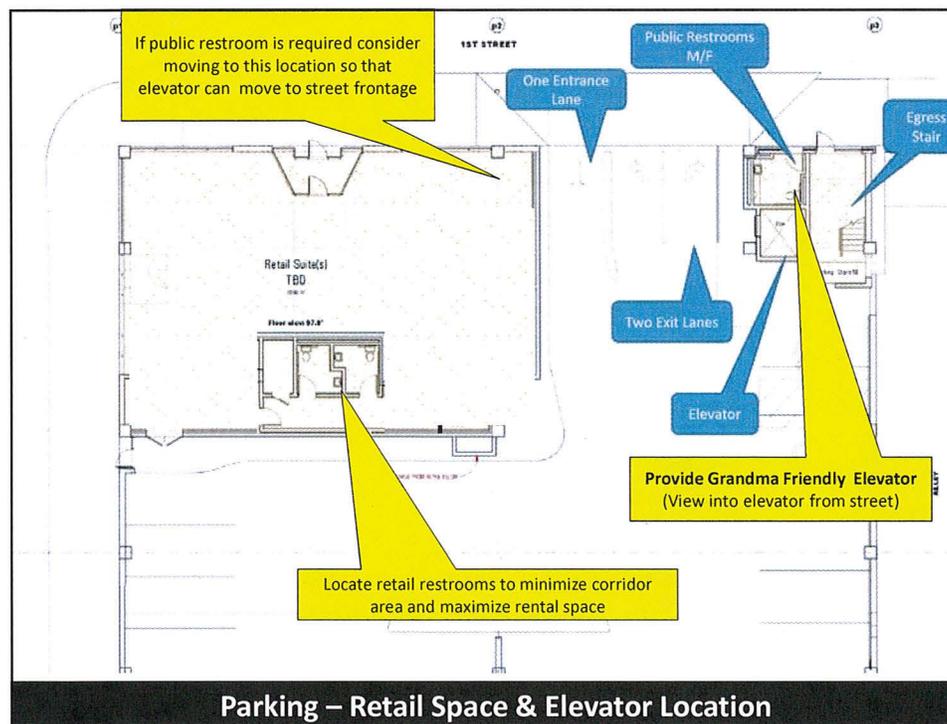
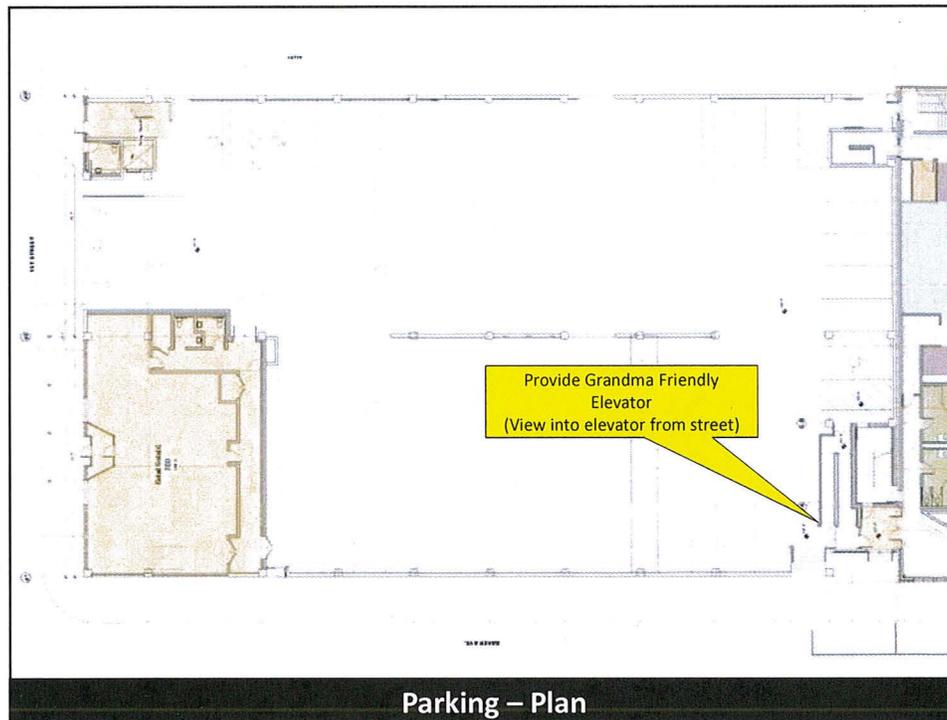
CRANDALL ARAMBULA PC











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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, January 5, 2015, at **7:10 p.m.** at City Hall, 402 East Second Street.

Ordinance numbers start with 15-01. Resolution numbers start with 15-01.

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) PRESENTATION – Whitefish Community Center (formerly Golden Agers) facility and program update – Chuck Wilhoit
- 4) 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)
- 5) COMMUNICATIONS FROM VOLUNTEER BOARDS
- 6) 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 December 1, 2014 Council special session (p. 52)
 - b) Minutes from the December 1, 2014 Council regular session (p. 53)
 - c) Ordinance No. 14-20; An Ordinance providing that Title 4, Chapter 2, Section 4(A), and Title 12, Chapter 4, Section 21(D) of the Whitefish City Code, regarding the City-wide preventative measures to avoid problems with animals be amended (Second Reading) (p. 66)
 - d) Ordinance No. 14-21; An Ordinance amending Zoning Regulations in Whitefish City Code Title 11, and adopting zone text amendments to the City's Architectural Review Standards, which are a portion of the City's Zoning Jurisdiction Regulations, to remove references to the former Extraterritorial Planning Jurisdiction (Second Reading) (p. 69)
 - e) Ordinance No. 14-22; An Ordinance amending Subdivision Regulations in Whitefish City Code Title 12 to remove references to the former Extraterritorial Planning Jurisdiction and other housekeeping items (Second Reading) (p. 79)
 - f) Ordinance No. 15-___; An Ordinance amending Whitefish City Code Title 2, Chapter 3, and Title 11, Chapter 7, as it pertains to members of the Board of Adjustment to remove residence in the extraterritorial jurisdiction as a requirement, and reduce the size of the Board from seven (7) to five (5) members (First Reading) (p. 85)
 - g) Consideration of an application from Sands Surveying, Inc. on behalf of Hilltop Partners, LLC for approval of the final plat and Subdivision Improvement Agreement for Great Northern Heights Phase 3 subdivision (p. 90)

h) Consideration of an application from Sands Surveying, Inc. on behalf of Robert W. Pero for approval of the final plat and Subdivision Improvement Agreement for Great Northern Heights Phase 3A subdivision (p. 146)

7) **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) Ordinance No. 15-___; An Ordinance rezoning approximately 0.17 acres of land located at 1016 Park Avenue, in Section 31, Township 31 North, Range 21 West, Whitefish, Montana, from County R-4 (Two-Family Residential) to City WR-2 (Two-Family Residential District) and adopting Findings with respect to such rezone (First Reading) (p. 196)

b) Consideration of an application from Stephanie Elm for a Conditional Use Permit for a health club with retail in an existing building at 237 Baker Avenue (p. 227)

8) **COMMUNICATIONS FROM CITY MANAGER**

a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 253)

b) Other items arising between December 31st and January 5th

c) Resolution No. 15-___; A Resolution approving a five-year extension of the lease between the City of Whitefish and the Whitefish Community Center, Inc., fka the Whitefish Golden Agers (p. 266)

9) **COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS**

a) Letter from Cari Elden regarding future City Hall design (p. 277)

b) Mayoral appointment of Jim Laidlaw as Flathead County designee to Whitefish Planning Board as extra-territorial pursuant to Ordinance No. 14-08 (p. 278)

c) Consideration of postponing public hearing on January 20, 2015 for Whitefish Crossing until after the Board of Adjustments meets (p. 283)

d) Appointment of Ex-Officio member to Local Government Study Commission (p. 284)

e) Letter from Whitefish County Water District regarding funding assistance to complete Preliminary Engineering Report for Lazy Bay neighborhood septic leachate and treatment options (p. 285)

f) Letters, emails, and telephone calls received regarding consideration of adopting a Non-Discrimination Ordinance (p. 286)

g) Consideration of appointing a City Council member as a temporary member of the Board of Adjustment to fill current vacancies

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



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

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

Adopted by Resolution 07-09
February 20, 2007

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December 31, 2014

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

Mayor Muhlfeld and City Councilors:

Monday, January 5, 2015 City Council Agenda Report

There will be a work session on Monday at 5:00 p.m. on design options for the future City Hall. 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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- f) Ordinance No. 15-___; An Ordinance amending Whitefish City Code Title 2, Chapter 3, and Title 11, Chapter 7, as it pertains to members of the Board of Adjustment to

- remove residence in the extraterritorial jurisdiction as a requirement, and reduce the size of the Board from seven (7) to five (5) members (First Reading) (p. 85)
- g) Consideration of an application from Sands Surveying, Inc. on behalf of Hilltop Partners, LLC for approval of the final plat and Subdivision Improvement Agreement for Great Northern Heights Phase 3 subdivision (p. 90)
 - h) Consideration of an application from Sands Surveying, Inc. on behalf of Robert W. Pero for approval of the final plat and Subdivision Improvement Agreement for Great Northern Heights Phase 3A subdivision (p. 146)

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

Please Note: If the City Council wants to change the ordinance on the membership of the Board of Adjustment from 5 members, as the City Council previously directed, to 7 members as recommended in the packet by Planning Staff, please remove item F from the consent agenda and discuss and adopt it separately.

Items a and b are administrative matters; items c, d, e, and f, are legislative matters; items g and h are quasi-judicial matters.

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) Ordinance No. 15-___; An Ordinance rezoning approximately 0.17 acres of land located at 1016 Park Avenue, in Section 31, Township 31 North, Range 21 West, Whitefish, Montana, from County R-4 (Two-Family Residential) to City WR-2 (Two-Family Residential District) and adopting Findings with respect to such rezone (First Reading) (p. 196)

From Planner II Bailey Minnich's transmittal letter:

Summary of Requested Action: This is a request by the City of Whitefish on behalf of James Kraske for a rezone of one parcel with the zoning designation of County R-4 (Two-Family Residential) to City WR-2 (Two-Family Residential District). The property is located at 1016 Park Avenue and totals approximately 0.2 acres.

Planning & Building Department Recommendation: Staff recommended approval of the above referenced rezone.

Public Hearing: No members of the public spoke at the public hearing. The draft minutes from the Planning Board for this item are attached as part of the packet.

Planning Board Action: The Whitefish City Planning Board met on December 18, 2014 and considered the requested rezone. Following the public hearing, the Planning Board voted 7-0 (unanimously) and recommended approval of the above referenced rezone and adopted the staff report as findings of fact.

A full staff report and other documents are contained in the packet.

RECOMMENDATION: Staff respectfully recommends that the City Council, after considering the testimony at the public hearing and the recommendations from staff and the Planning Board, adopt an Ordinance rezoning approximately 0.17 acres of land located at 1016 Park Avenue, in Section 31, Township 31 North, Range 21 West, Whitefish, Montana, from County R-4 (Two-Family Residential) to City WR-2 (Two-Family Residential District) and adopting Findings with respect to such rezone (First Reading).

This item is a quasi-judicial matter.

- b) Consideration of an application from Stephanie Elm for a Conditional Use Permit for a health club with retail in an existing building at 237 Baker Avenue (p. 227)

From Planner II Bailey Minnich's transmittal letter.

Summary of Requested Action: Stephanie Elm is requesting approval of a Conditional Use Permit to operate a health club within an existing commercial structure at 237 Baker Avenue. The health club would be located within the building previously occupied by the Towne Printer, directly adjacent to Baker Avenue. The property is zoned WB-3, General Business District. The Growth Policy designation for this area is 'Core Commercial' which corresponds to the WB-3. The building is approximately 3,880 square feet. No expansion of the existing building is proposed. The health club is an established membership based fitness club and personal training studio currently located within the Mountain Mall. In addition, the applicant is proposing a dedicated retail space within the building which will total approximately 600 square feet. The property is accessed from Baker Avenue and the existing alley at the rear of the property.

Planning & Building Department Recommendation: Staff recommended approval of the above referenced conditional use permit with five (5) conditions set forth in the attached staff report.

Public Hearing: The applicant spoke at the hearing, along with 1 member of the public. The applicant addressed the number of current members versus the maximum numbers of members they felt could be at this location, the potential amount of traffic generated, and their peak hours of operation. Concerns raised during public comment included the alley parking causing congestion, but overall the public member was in support of the proposal. The draft minutes for this item are attached as part of this packet.

Planning Board Action: The Whitefish City Planning Board met on December 18, 2014 and considered the request. Following the public hearing, the Planning Board recommended approval of the above referenced conditional use permit (7-0, unanimously) with five (5) conditions as recommended by staff and adopted the staff

report as findings of fact. One minor amendment to Condition #1 was proposed and approved (7-0, unanimously) to change the date of the relevant site plan to December 18, 2014, as a modified site plan was submitted to the Planning Board that evening.

A full staff report and other documents are contained in the packet.

RECOMMENDATION: Staff respectfully recommends that the City Council, after considering the testimony at the public hearing and the recommendations from staff and the Planning Board, approve a Conditional Use Permit for a health club with retail in an existing building at 237 Baker Avenue with five conditions.

This item is a quasi-judicial matter.

COMMUNICATIONS FROM CITY MANAGER

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 253)
- b) Other items arising between December 31st and January 5th
- c) Resolution No. 15-___; A Resolution approving a five-year extension of the lease between the City of Whitefish and the Whitefish Community Center, Inc., fka the Whitefish Golden Agers (p. 266)

In 1976, the City of Whitefish and Flathead County entered into an Interlocal Agreement (IA) to provide for the construction of a senior center on City property (see the Interlocal Agreement in the packet). The IA provided that the City would lease the land for \$1.00 per year and Flathead County would build a building and lease the building to a senior organization. The organization, formerly called Golden Agers, is now known as the Whitefish Community Center, Inc. and the Community Center is located east of the current Kay Beller Park near the Whitefish River at 121 East 2nd Street.

Several years ago, while working on a utility issue for the Community Center, neither the Community Center, Inc. nor the City of Whitefish could locate a copy of a lease for the land. Therefore, we embarked upon writing a new, five year lease pursuant to the IA. The discussions on the lease languished for several years, but we renewed efforts last fall after discussions about a possible development to the east of the Community Center.

City Attorney Mary VanBuskirk prepared a proposed five year lease agreement which the Community Center, Inc. board reviewed and requested some changes. Staff has reached agreement with the Community Center, Inc. board on mutually acceptable lease language after discussions mostly about indemnification requirements. A copy of the proposed lease agreement is enclosed with this report in the packet. Our lease is only for the land as the Community Center, Inc. has a separate lease with Flathead County for the buildings on the premises. As with all leases of municipal property,

MCA 7-8-4201 requires an ordinance or resolution passed by 2/3rds of the City Council or 4 affirmative votes.

Although the City provides an annual appropriation to the Community Center, Inc. in the budget to reimburse their water costs, this appropriation is at the discretion of the City Council and is not required in the lease. The City will receive \$5.00 in lease revenue over the five year term of this lease.

RECOMMENDATION: Staff respectfully recommends the City Council adopt A Resolution approving a five-year extension of the lease between the City of Whitefish and the Whitefish Community Center, Inc., fka the Whitefish Golden Agers.

This item is a legislative matter.

COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

- a) Letter from Cari Elden regarding future City Hall design (p. 277)
- b) Mayoral appointment of Jim Laidlaw as Flathead County designee to Whitefish Planning Board as extra-territorial pursuant to Ordinance No. 14-08 (p. 278)
- c) Consideration of postponing public hearing on January 20, 2015 for Whitefish Crossing until after the Board of Adjustments meets (p. 283)
- d) Appointment of Ex-Officio member to Local Government Study Commission (p. 284)
- e) Letter from Whitefish County Water District regarding funding assistance to complete Preliminary Engineering Report for Lazy Bay neighborhood septic leachate and treatment options (p. 285)
- f) Letters, emails, and telephone calls received regarding consideration of adopting a Non-Discrimination Ordinance (p. 286)
- g) Consideration of appointing a City Council member as a temporary member of the Board of Adjustment to fill current vacancies

ADJOURNMENT

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
DECEMBER 1, 2014
SPECIAL SESSION, 5:30 PM

1. Call to Order

Mayor Muhlfeld called the meeting to order. Councilors present were Anderson, Sweeney, Hildner, Frandsen, and Barberis. Councilor Feury arrived shortly after the meeting started. City Staff present were City Manager Stearns, City Clerk Lorang, Parks and Recreation Director Butts, and City Attorney VanBuskirk.

2. Interviews

The Mayor and Council interviewed Herb Peschel, incumbent reapplying to serve another term on the Board of Adjustment.

3. Public Comment - None

4. Appointments.

Councilor Anderson made a motion, second by Councilor Sweeney, to appoint Herb Peschel to the Board of Adjustment for another 3-year term, term expiring December 31, 2017. The motion passed unanimously.

5. Adjournment - Mayor Muhlfeld adjourned the Special Session at 5:45 p.m.

Mayor Muhlfeld

Attest:

Necile Lorang, City Clerk

WHITEFISH CITY COUNCIL MINUTES

December 1, 2014

7:10 P.M.

1) CALL TO ORDER

Mayor Muhlfeld called the meeting to order. Councilors present were Barberis, Frandsen, Anderson, Hildner, Feury and Sweeney. City Staff present were City Manager Stearns, City Clerk Lorang, City Attorney VanBuskirk, Finance Director Smith, Planning and Building Director Taylor, Senior Planner Compton-Ring, Public Works Director Wilson, Parks and Recreation Director Butts, and Police Chief Dial. Approximately 90 people were in the audience.

2) PLEDGE OF ALLEGIANCE

Mayor Muhlfeld asked Turner Askew to lead the audience in the Pledge of Allegiance. Mayor Muhlfeld reminded all in attendance of the Principles for Civil Dialogue adopted in February of 2007, a policy for all boards, committees and personnel of the City of Whitefish, and read them aloud.

3) PROCLAMATION – Mayor Muhlfeld read the proclamation for April 24, 2015 as Arbor Day.

4) ADMINISTER OATH OF OFFICE TO MEMBERS OF THE WHITEFISH LOCAL GOVERNMENT STUDY COMMISSION

Mayor Muhlfeld administered Oaths to Turner Askew, Rebecca Norton and Ken Williams, all who will be serving on the Whitefish Local Government Study Commission.

5) 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 6:07)

Rebecca Norton, 530 Scott Avenue, said she hoped the Hwy 93 South sidewalks can be kept clear of snow this year; and if the property owners do not keep their sidewalks clear of ice and snow that the Code Enforcement Officer will enforce that ordinance.

Jan Metzmaker, 915 Dakota Avenue, asked the City to request a status report from DEQ on the plume and their mediation plan in the Railroad District; and she told the Council she supported passage of the 2nd reading of the ordinance regarding airports, heliports, helipads and manned helicopters that is on tonight's Consent Agenda.

Ken Stein, 44 Fairway View and on the City Planning Board, addressed the 2nd reading of the ordinance regarding airports, heliports, helipads and manned helicopters that is on tonight's Consent Agenda, and said it should be pulled off the Agenda for further review. He said there had only been a couple instances of helicopters landing in town, and he felt there were other more important issues with higher priorities that should come before the Council for their consideration.

Mike Jenson, 919 Dakota Ave, said if the Council took the ordinance regarding airports, heliports, helipads and manned helicopters off the Consent Agenda – what would happen next. He said the ordinance and related public hearing was well publicized and it should pass on its 2nd reading.

Duane Reisch, 209 Fairway Drive, said he first started in business in Whitefish in 1971 as the manager of the Safeway Store and has been in retail in Whitefish for 43 years. He has been a member of the Lions and Rotary, the Architecture Review Committee, and a past President of the Chamber of Commerce. He currently owns Marcus Foods and the half-block complex that houses several other businesses. One thing he realizes about successful retail is that you need good employees, and to have good employees they need to have housing, affordable housing. The trailer court that was torn down 12 years ago provided affordable housing, is now lost. Mr. Reisch said the Master Plan shows his half-block business complex should be replaced by a hotel and that the apartments behind the VFW across the street should be torn down and replaced with retail. He disagrees with both of those proposals and thought the Master Plan should address new uses for the old hospital and the old trailer court, now vacant properties.

Chris Hyatt, 611 Somers, addressed Ordinance 14-14 on the Consent Agenda regarding airports, heliports, helipads and manned helicopters; he felt that there was confusion caused by the staff report from the November 17th agenda regarding new language in Section E; and asked the Council to reconsider and give the issue more review. He thought the Council should collect more pros and cons to the issue from the community and said this would be forever – it can't be turned back. He urged them to regulate, not eliminate.

6) COMMUNICATIONS FROM VOLUNTEER BOARDS (CD 18:48)

Police Chief Dial, 911 Board, spoke regarding the 911 Special District's failure to pass in the election. He has had discussions with Board Chairman Sheriff Chuck Curry and the Board is considering placing it on the next ballot; they will be continuing to study the best way to get information out to voters.

Councilor Hildner reported on the Pedestrian/Bike Path Advisory Committee meeting held this morning. Part of his Committee report he'll give during Agenda Item 10a) later in the meeting. He noted new bike/pedestrian crossing that are being put up; and the Committee had a teleconference with Crandall Arambula Consultants wherein they discussed new path integration that is part of the Master Plan update.

Councilor Anderson reported on the last Resort Tax Monitoring Committee; it was a good summer and fall; summer revenue had about a 5% increase and there was another 1% increase in the fall. The Committee also had discussion on the Haskill Basin Project and Council's most recently approved goals and priorities.

6a) Consideration of a recommendation from the Future City Hall Steering Committee to pursue LEED (Leadership in Energy and Environmental Design) Certification for the new City Hall Building. (CD 22:00)

City Manager Stearns reported the Future City Hall Steering Ad Hoc Committee has forwarded a recommendation to the Council with an eight to four vote of the attending committee members to pursue LEED Certification for the New City Hall Project. The packet includes the background for that decision starting on page 46 in the packet. Member of the Ad Hoc Committee, Councilor Hildner, said project architect Ben Tintinger said the project as currently designed is just a few points shy of what is needed for certification, and then it wouldn't be too far to get points to the next levels. He supported going for the next levels and said the payoffs would be down the road. Council discussed the options.

Councilor Hildner offered a motion, second by Councilor Sweeney, to pursue LEED Certification for the New City Hall Project. The vote was a tie vote with Councilor Barberis, Feury and Hildner voting in favor of the motion and Councilors Anderson, Frandsen and Sweeney voting against. Mayor Muhlfeld voted in favor of the motion and the motion passed on a 4 to 3 vote.

- 7) **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 37:40)
- a) **Minutes from the November 17, 2014 Council regular session**
 - b) **Ordinance No. 14-14; An Ordinance amending Zoning Regulations in Whitefish City Code Section 11-2A-3, WA Agricultural District Conditional Uses, and adding a new section to Chapter 3, Special Provisions, regarding airports, heliports and helipads, and permitting manned helicopters to land or take off only in the WA Agricultural District and to or from approved helipads or heliports, except in cases of emergency (Second Reading)**
 - c) **Ordinance No. 14-15; An Ordinance rezoning approximately 0.881 acres of land located at 1722 and 1726 West Lakeshore Drive, in Section 26, Township 31 North, Range 22 West, Whitefish, Montana, from County R-3 (One Family Residential) to City WR-1 (One-Family Residential District) and adopting Findings with respect to such rezone (Second Reading)**
 - d) **Ordinance No. 14-16; An Ordinance rezoning approximately 7 acres of land located at 2492, 2494, 2496 and 2498 East Lakeshore Drive, in Section 14, Township 31 North, Range 22 West, Whitefish, Montana, from County R-1 (Suburban Residential) to City WSR (Suburban Residential District) and adopting Findings with respect to such rezone (Second Reading)**
 - e) **Ordinance No. 14-17; An Ordinance rezoning approximately 3 acres of land located at 2520, 2522, and 2524 East Lakeshore Drive, in Section 14, Township 31 North, Range 22 West, Whitefish, Montana, from County R-1 (Suburban Residential) to City WSR (Suburban Residential District) and adopting Findings with respect to such rezone (Second Reading)**
 - f) **Ordinance No. 14-18; An Ordinance rezoning approximately 2 acres of land located at 2530 and 2532 East Lakeshore Drive, in Section 14, Township 31 North, Range 22 West, Whitefish, Montana, from County R-1 (Suburban Residential) to City WSR (Suburban Residential District) and adopting Findings with respect to such rezone (Second Reading)**
 - g) **Ordinance No. 14-19; An Ordinance rezoning approximately 2.3 acres of land located at 2405 Carver Bay Road, in Section 14, Township 31 North, Range 22 West, Whitefish, Montana, from County R-1 (Suburban Residential) to City WSR (Suburban Residential District) and adopting Findings with respect to such rezone (Second Reading)**

Councilor Sweeney made a motion, second by Councilor Anderson, to approve the consent agenda as presented. The motion passed unanimously.

8) **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)

- 8a) **Consideration of an application from Eric Mulcahy of Sands Surveying on behalf of Whitefish Handcrafted Spirits for a Conditional Use Permit to operate a micro-distillery and tasting room in an existing building at 1820 Baker (WCUP 14-07) (CD 38:02)**

Senior Planner Compton-Ring gave the staff report starting on packet page 131, and said that new information has come forward since the Planning Board public hearing, that a shared parking agreement with the adjacent property would be needed for this project. The Council could consider adding that agreement as an additional condition of approval.

Mayor Muhlfeld opened the public hearing.

Eric Mulcahy of Sands Surveying, on behalf of the applicant, spoke on the application and said the staff report presented the project accurately; the applicant will meet the conditions of approval as recommended, and in addition, agrees with an additional condition of approval requiring a parking easement and agreement for additional parking for the project. He referred to the site plan on packet page 156 and said the 3 parking spaces for patrons are shown in the front of the building and the parking in the back provides employee parking. He said this project gives life and a facelift to an old building that is currently vacant.

No further public comment; Mayor Muhlfeld closed the public hearing and turned the matter over to the Council for their consideration.

Councilor Feury made a motion, second by Councilor Barberis, to approve a conditional Use Permit for Whitefish Handcrafted Spirits to operate a micro-distillery and tasting room at 1820 Baker Avenue subject to 11 Conditions of Approval as recommended by the Planning Board; and adding Condition of Approval #12 requiring a parking easement and agreement for additional parking to benefit the project on adjacent property to the south.

Councilor Anderson made a friendly amendment to the motion to require the parking easement and agreement be in place by the time of occupancy. Both the maker and the second of the original motion approved the friendly amendment.

The motion, as amended, was approved unanimously.

8b) Ordinance No. 14-20; An Ordinance providing that Title 4, Chapter 2, Section 4(A), and Title 12, Chapter 4, Section 21(D) of the Whitefish City Code, regarding the City-wide preventative measures to avoid problems with animals be amended (First Reading) (CD 51:43)

Police Chief Dial gave the staff report saying this puts in place permanent responsible trash containment that was put in place earlier by an emergency ordinance, requiring animal resistant containers and specifies hours for rollouts. He said staff is moving forward to have animal resistant containers available for those who would like to purchase them; and later noted that a bungee cord makes rollout containers animal resistant if people didn't want to pay the extra \$5/month charge for the animal resistant container.

Mayor Muhlfeld opened the public hearing.

Rebecca Norton, 530 Scott Avenue, asked if citizens would be held liable for having fruit trees in their yards.

Steve Thompson, 545 Ramsey Avenue, spoke in favor of the ordinance.

No further public comment; Mayor Muhlfeld closed the public hearing and turned the matter over to the Council for their consideration. Council had some questions for Chief Dial.

Councilor Frandsen made a motion, second by Councilor Sweeney, to approve Ordinance No. 14-20; An Ordinance providing that Title 4, Chapter 2, Section 4(A), and Title 12, Chapter 4, Section 21(D) of the Whitefish City Code, regarding the City-wide preventative measures to avoid problems with animals be amended, (First Reading). The motion passed unanimously.

8c) Resolution No. 14-57; A Resolution declaring it to be its intention to take a stance in support of the community values that recognize the dignity of all persons and welcome diversity and inclusion for all of its inhabitants and visitors (CD 59:20)

City Attorney VanBuskirk said that at the last Council meeting on November 17, 2014, the Council received extensive public comment requesting the City to take a stand against bigotry, hatred and prejudice in the community. After considerable research, staff prepared a resolution for the Council's consideration that is in the packet on page 167. The staff report, starting on page 169 in the packet, provides a brief outline of the competing constitutional safeguards, enacted State and federal anti-discrimination statutes, and identifies an area or category of discrimination that has not been addressed to date. Staff recommends approval of the proposed resolution.

Mayor Muhlfeld opened the public hearing.

Richard Spencer said he is a citizen of the United States, a resident of Montana, and calls Whitefish home for most of the time of each year, but refrained from giving his address. He said he endorsed the proposed resolution and agrees with the spirit under which it has been brought forward by staff; confirming community values and celebrating community diversity. He said community diversity is part of a bigger story – diversity in Montana is a bigger story of the west that includes many different people and many different communities, and includes diversity in beliefs and thoughts. He said over the past few weeks there has been pressure for the Council to pass a No-Hate Ordinance, a very different document than what is proposed tonight; and as such he has personally felt that he was the subject of a witch hunt. He said he thought there was a lot of misconceptions about him, what he believes and what he does, and if the Council had any questions of him he thought now would be the time to address them.

Joe Coco, 369 Shady River Lane, said he was not here in support or non-support of, or representing any one group, but is an advocate of freedom of speech and the 1st Amendment. He said he and his father and his brother all served in the military, and the reason he fought was for the right to free speech. He spoke against the City Council approving any document that takes away that right, saying the community of Whitefish has to be big enough to allow all people to express their views. He said we have to all have respect for life and liberty, and all be able to pursue happiness.

Francine Roston, 591 Hilltop Court, said she is a new resident, a mom, and a rabbi, said she'd like to follow-up on her comments last week about her son, who told her his classmates now know he is Jewish and they think it is cool. She asked, and noted, that none of the members of the Council nor the Mayor are Jewish, thereby nullifying published comments that the Jews were leading a fight against Richard Spencer. She said this is a community issue, not a Jewish issue; it is about values of the town of Whitefish. She asked the Council to consider, in the title of the proposed resolution, to replace

‘welcome’ diversity to ‘promote’ diversity; she said promote is a stronger word. And she spoke in support of future action by the Council to adopt legislation protecting freedom of discrimination based on a person’s sexual orientation or gender identity or expression, as some other Montana cities have done.

Brian Muldoon spoke to the recent public conversations and said they have brought the community together in a way it has not been together for some time. He spoke to issues of free speech but said if someone had comments that are culturally “corrosive and insidious” he thought it to be the moral obligation to oppose those comments with all available tools. He said, in agreement with Attorney VanBuskirk’s staff report, per the First Amendment – regulation of speech must be on a non-content basis, but, he said, that does not require him to be silent on, or entertain or debate those ‘culturally corrosive and insidious’ ideas that cannot be tolerated, ideas that have caused wars and deaths of millions. He listed ideas that cannot be tolerated that have caused battles, wars and deaths and spoke in support of the proposed resolution and said if the Council passes this resolution he feels it is an important first step. He said the balance of this battle remains with the citizens of Whitefish as they choose who they will and will not be neighbors with.

Deanna Kotila, 4179 Hwy 93 West, said the proposal of this ordinance is in response to a perceived threat, she said ordinances cannot be put in place for what is feared may happen. She said this ordinance is not the appropriate solution to this problem. Ordinances such as this that are open to wide interpretations and are near impossible to enforce and she cited two examples that she felt caused risk to children and to businesses because of lack of consistency among community interpretation. She called it a ‘preference’ ordinance and asked the Council to prevent this city from having one.

Jeremy Palmer, 2170 KM Ranch Road, said he moved to Whitefish almost two years ago from Texas and loves it here. He said he recently read about these issues in the newspaper and when he moved here he knew there was a wide range of residents in a wide range of political diversity. He said in 2008 when President Bush authorized TARP, he opposed it, and when his parents found out about his opposition they essentially disowned him; so things like this concern him. It concerns him when legislation is passed to persecute a certain group of people because an idea might be okay with people one day but not the next; are generations liable for the past thoughts of their ancestors? He said he read the proposed legislation and is fine with it, but his main concerns are with freedom of speech, freedom of assembly; and he thought no group should be allowed to suppress the rights of another.

Ina Albert, 955 Northwoods Drive, said she is the co-founder of Love Lives Here, and said Love Lives Here thanks the Council for their quick response to the request for support of human rights. They look forward to continue working closely with the Council. Their group does not support denial of anyone’s free speech, or freedom of assembly, and are against denial of human rights and dignity to any citizen. They stand for an all-inclusive community, but won’t give up the right of free speech against any ideology that restricts their rights. She said Love Lives Here supports the proposed resolution that speaks to their purpose to stand against discrimination, intimidation and violence that results from racism.

Allen Secher, 955 Northwoods Drive, and is a rabbi. He said he wanted to point out that the item on the agenda and under Council’s consideration is a resolution, not an ordinance, and thought the resolution was what the public comment should address. He commended the Council for their consideration tonight, and encouraged them to vote for the resolution. He said it has never been part of their request to deny anyone the freedom of speech; everybody has that First Amendment right, he said.

He said his fear is when things go beyond speech; it isn't what is said, it is what is done. He thanked the Council.

Hilary Shaw, 650 Blanchard Lake Road, thanked the Mayor and Council for the role they play in the community and for their hard work. She believes in liberty and justice for all and that is why she is part of this community effort to insure that. She thanked the Council for this quick response to input from the last meeting, and also felt heard and valued as a person as well as a community person in Whitefish; she appreciated Council's attentiveness as people spoke. She spoke in support of the proposed resolution. She said she looked forward to continuing to work with the Council in a co-effort towards the community with values recognizing dignity, diversity and inclusion of everyone. She said she felt that the Love Lives Here group had been misunderstood, it was not their official request as an organization to call for a 'No Hate Ordinance'; she didn't think it was their intention to limit anyone's right to free speech.

Dru Rafkin, 830 Highland Drive, spoke in favor of the proposed resolution and thanked the Council for their attention and response to this issue. She agreed with comments just made by Hilary Shaw that it was not the intention of hers, or anyone else's she thought, to take away freedom of speech. She said she was thankful for the opportunity to have the debate, and for Council's support of the community.

Shawna Moore, 120 Washington Avenue, said she is an artist and certainly uses her right of free speech as a tool in her art. She thanked City Attorney VanBuskirk for her research; she thanked the Council and said their action tonight is a step forward for keeping strains of racism and division from our community.

Lisa Jones, 314 Blanchard Hollow Road, said she was in agreement with what has been said and thanked the Council for listening and being willing to move forward so quickly with this resolution. She encouraged the Council to continue research of ordinances passed by other towns in Montana.

Cindy McGlenn, 519 Central Avenue, thanked the Council and staff for this process; she said as a family with a 16-year old son they have been following the process in the newspaper. She expressed her concern about any group trying to limit free speech, and she was especially concerned when she thought a group was requesting government to limit anyone's free speech. But after reading, online, the language in the resolution being proposed tonight, she saw that she was perhaps misled on what was being requested. She thanked Attorney VanBuskirk for her research and staff report and said she was in support of the proposed resolution.

Mark McGlenn, 519 Central Avenue, said he thought Cindy had spoken all that he wanted to say, because he, too, had misunderstood and thought that new legislation was being requested; not just a resolution which he appreciated and said he thought that love does really live here.

Maura Fields, 511 Lakewood Court, said she has been listening to amazing comments tonight and didn't hear anyone that was in disagreement with the proposed resolution and wondered if, in the process of the adoption of the resolution, could public put their signatures of agreement on it? Mayor Muhlfeld said that was not part of the process for resolutions adopted by Council. He said the public process is with comments made during this public hearing. She said she'd like that considered moving forward.

Nathan Kosted, 480 White Basin Road, Kalispell, speaking for Love Lives Here, said they applaud and thank the Council for acting so quickly on their request, which supports the group's positive vision for a welcoming community; one which is free from discrimination and dedicated to equal treatment for all citizens. He spoke some more of the goals of Love Lives Here and said the group hopes the Council will continue supporting and assisting them in reaching their goals. He said Love Lives Here has a statement they are publishing in the paper in the next few days that already has about 500 signatures on it, he said there still may be some time to add names on the list; and there is also a petition that is online. Speaking for himself, he said because of the publicity of the last few weeks he was approached by a Whitefish School teacher who asked him to come speak to her 10th-grade English class, which he agreed to do. He said the kids in the class had a lot of great questions, he was impressed and their openness gives him hope for the future. He spoke in favor of the resolution.

Rebecca Norton, 530 Scott Avenue, said it was unfortunate that when Mr. Spencer got up to speak he was fearful of giving his address. She said she appreciates living in a community that allows open discussions; and she said when people conduct business in this community they should be aware of the community's core values about not harming other people. She spoke in favor of the resolution and thanked the Council.

No further public comment; Mayor Muhlfeld closed the public hearing and turned the matter over to the Council for their consideration.

Councilor Sweeney made a motion, second by Councilor Hildner, to approve Resolution No. 14-57; A Resolution of the City Council of the City of Whitefish, Montana, declaring it to be its intention to take a stance in support of the community values that recognize the dignity of all persons and welcome diversity and inclusion for all of its inhabitants and visitors; with additional language added as an amendment to the resolution proposed in the packet. Language to be inserted in the first Whereas paragraph following all inhabitants and visitors: "and condemn ideologies, philosophies and movements that deny equality of human rights and opportunities and challenge our Constitutional freedoms granted by the United States and the State of Montana;"

The motion passed unanimously.

Mayor Muhlfeld called for a recess at 9:13 p.m. and reconvened the Council at 9:25 p.m.

8d) Ordinance No. 14-21; An Ordinance amending Zoning Regulations in Whitefish City Code Title 11, and adopting zone text amendments to the City's Architectural Review Standards, which are a portion of the City's Zoning Jurisdiction Regulations, to remove references to the former Extraterritorial Planning Jurisdiction (First Reading) (WZTA 14-05)
(CD 2:02:05)

In Planner Compton-Ring's staff report she said this was updating the Zoning Regulations deleting activities and permits formerly required in lands outside the City Limits. Staff went through this update and took it to the Planning Board who are forwarding a recommendation for approval. Now, for any plan reviews conducted by their office, the property must first be annexed. A definition for Growth Policy was added.

Mayor Muhlfeld opened the public hearing. There was no public comment and Mayor Muhlfeld closed the public hearing and turned the matter over to the Council for their consideration.

Councilor Feury made a motion, second by Councilor Frandsen, to adopt the staff report with Findings of Fact and approve Ordinance No 14-21; An Ordinance amending Zoning Regulations in Whitefish City Code Title 11, and adopting zone text amendments to the City's Architectural Review Standards, which are a portion of the City's Zoning Jurisdiction Regulations, to remove references to the former Extraterritorial Planning Jurisdiction (First Reading). The motion passed unanimously.

8e) Ordinance No. 14-22; An Ordinance amending Subdivision Regulations in Whitefish City Code Title 12 to remove references to the former Extraterritorial Planning Jurisdiction and other housekeeping items (First Reading) (WSUB 14-01) (CD 2:04:39)

In Planner Compton Ring's staff report she said, similarly to the previous action, staff updated the Subdivision Regulations by removing all references to the extra-territorial planning area; and the two housekeeping items are in reference to the International Fire Code and new Solid Waste requirements for City-wide preventative measures to avoid problems with animals.

Mayor Muhlfeld opened the public hearing. There was no public comment and Mayor Muhlfeld closed the public hearing and turned the matter over to the Council for their consideration.

Councilor Hildner made a motion, second by Councilor Frandsen, to adopt the staff report with Findings of Fact and approve Ordinance No. 14-22; An Ordinance amending Subdivision Regulations in Whitefish City Code Title 12 to remove references to the former Extraterritorial Planning Jurisdiction and other housekeeping items (First Reading) The motion passed unanimously.

9) COMMUNICATIONS FROM PARKS AND RECREATION DIRECTOR (CD 02:06:27)

a) Resolution No. 14-58; A Resolution approving the Whitefish Area Trust Lands Neighborhood Plan Periodic Update and ten-year assessment and progress report to the Montana Board of State Land Commissioners, having met the goals of the 2004 Whitefish Area Trust Lands Neighborhood Plan with respect to the Whitefish Trail, and authorizing the execution of documents

Parks and Recreation Director Butts described The Whitefish Trust Lands Advisory Committee and the Council's adoption of the Whitefish School Trust Lands Neighborhood Plan in 2005 for management of 13,000 acres of State Trust Lands in the Whitefish Area. Through community partners, the 10-year goals of the Neighborhood Plan have been exceeded and the proposed resolution will secure the extended time frames to complete future goals of the Neighborhood Plan.

Mayor Muhlfeld introduced Steve Thompson, from the Whitefish Legacy Partners, who requested to address the Council.

Steve spoke in favor of the resolution and said a lot has been accomplished since this was first started in 2003. He referenced the Beaver Lakes Capital Campaign, an ongoing fund raising effort, they are very near their goal. He said, from the beginning, the community response has been outstanding. Now, through a lot of hard work and meeting the ten-year goals of the Neighborhood Plan, providing sustainable processes securing conservation, public access, and recreational areas including miles of trails and raising millions of dollars for the schools; and with this resolution, the work can continue.

Councilor Anderson made a motion, second by Councilor Sweeney, to approve Resolution No. 14-58; A Resolution approving the Whitefish Area Trust Lands Neighborhood Plan Periodic Update and ten-year assessment and progress report to the Montana Board of State Land Commissioners, having met the goals of the 2004 Whitefish Area Trust Lands Neighborhood Plan with respect to the Whitefish Trail, and authorizing the execution of documents.

Councilor Anderson said thanks are due to so many people who have worked so hard on this project over time including Diane Conradi and City Attorney VanBuskirk. He said success had been accomplished through a huge community effort and contributions, and the need is ongoing.

The motion passed unanimously.

10) COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR (CD 2:14:37)

- a) Consideration of an offer from Glacier Stone Supply LLC to donate stone veneer for Skye Park bridge and retaining walls and whether to reconsider decision to do concrete walls with stone veneer instead of approved MSE walls**

Public Works Director Wilson said the offer from Glacier Stone Supply LLC to donate the stone veneer came into City Manager Stearns after the last Council meeting, the offer is included in the packet. Their donation, as valued by our engineers at \$28,500; reduces our total costs that breakdown into \$360,000 Tax Increment Funds (TIF), \$350,000 CTEP grant funds and \$35,000 in Water and Wastewater funds. This was also looked at by the Pedestrian and Bicycle Path Advisory Committee (Committee) this morning who discussed possibilities of finding other funding, and during that discussion he and Project Engineer Karin Hilding suggested a bid alternate process where the engineer puts out a bid package with options for either MSE walls or stone veneer. Director Wilson said he supports that, a good way to get the best price, and the engineer has said the cost of preparing that bid option would not be more than \$2000. He said the Council had received an after-the-packet email from John Phelps, Chairman of the Committee, of which copies have been supplied to the Council, requesting the Council allow the alternative bid process to go forward and defer decision on the stone to a later date. Councilor Hildner, as a member of the Committee, also spoke in support of the bid alternate process, search for other non-TIF funding and accept the generous donation from Glacier Stone Supply. He said the donated stone matches that used at City Beach and the stone walls on Dakota Avenue, and several other places around town.

Councilor Hildner made a motion, second by Councilor Feury, to move forward with the bid alternate process with the options to use either poured concrete or stone veneer on the Skye Park Bridge project. Councilor Feury added to authorize up to \$2000 for the additional engineering required. Councilor Hildner, maker of the motion, agreed with the addition. The motion passed unanimously.

11) COMMUNICATIONS FROM CITY MANAGER (CD 02:21:16)

- a) Written report enclosed with the packet. Questions from Mayor or Council? - None.**

b) Other items arising between November 26th and December 1st – Manager Stearns reminded everyone that this meeting is the only Council meeting scheduled in December. The next Council meeting will be on January 5, 2015.

- c) Resolution No. 14-59; A Resolution agreeing with the Board of Trustees of the Whitefish Firefighters Association to approve an increase in the full monthly pension benefit from \$225.00 per month to \$300.00 per month (or as pro-rated) retroactive to October 1, 2014 (Two Motions)**

Manager Stearns reviewed the staff report from page 246 in the packet. Page 252 in the packet has a table showing balances in the Whitefish Retired Firemen's Pension Fund from 2004 forward and shows there are sufficient funds to support this request, in agreement with the actuarial report recommending the increase be funded. Staff also recommends lowering the City's annual property tax levy for the Volunteer Firefighter's Pension from 4 mills to 2 mills starting FY 16, as the reports show that the Pension fund would still have sufficient reserves as a cushion for future payouts. If the situation changes in the future, the mills could be increased back up to 4, but staff thinks that need is unlikely as the makeup of the Volunteer Firemen force has changed over time with the City's move to a full-time, 24/7 professional fire department. Manager Stearns spoke in support of both motions to approve these actions.

Councilor Frandsen made a motion, second by Councilor Sweeney, to approve Resolution No. 14-59; A Resolution agreeing with the Board of Trustees of the Whitefish Firefighters Association to approve an increase in the full monthly pension benefit from \$225.00 per month to \$300.00 per month (or as pro-rated) retroactive to October 1, 2014. The motion passed unanimously.

Councilor Frandsen made a motion, second by Councilor Sweeney, directing staff to set the City's annual contribution and allocation to the Volunteer Firefighter Pension Fund at 2 mills of property taxes rather than the prior 4 mills of property valuation, beginning in FY16, until such time as an actuarial study demonstrates that the Pension Fund is not being soundly funded. The motion passed unanimously.

Mayor Muhlfeld recognized Corey Ledbetter and Rod Schmidt, both of whom were in attendance tonight on behalf of the Whitefish Firefighters Association, and thanked them.

- d) Consideration of approval of an engagement letter with Springsted, Inc. to perform financial advisor services for 2015 TIF and SID bond issues related to the construction of City Hall and a Parking Structure (CD 02:31:20)**

Manager Stearns reviewed the staff report that starts on page 270 in the packet. Because of the current, historic low interest rates, Springsted, Inc., the City's independent Financial Advisor on our Tax Increment Bonds, recommends refinancing our current TIF bond to save interest as well as be our lead financial advisor on bond issues associated with the financing of the new City Hall/Parking Structure. Manager Stearns recommended approval of the proposal from Springsted, Inc. Councilor Anderson said, looking at page 274 in the packet, the savings on refinancing the current TIF bond is about \$450,000 and Manager Stearns agreed and said interest rates changed daily and could be different next year but Springsted issued this analysis on September 30, 2014 projecting those savings.

Councilor Hildner made a motion, second by Councilor Barberis, to approve the Letter of Engagement from Springsted, Inc. for Financial Advisor services on the 2015 sale of SID and TIF bond issues associated with the financing of the City Hall/Parking Structure. The motion passed unanimously.

12) COMMUNICATIONS FROM CITY ATTORNEY (CD 02:37:13)

- a) Consideration of approving proposed Amendments to the Declaration of Covenants, Conditions and Restrictions for The Lakes Red Eagle (The Lakes Cottages Phase4A and 4B) Subdivision**

City Attorney VanBuskirk said staff has reviewed this request and found their request to impose side setbacks is not in conflict with the original approval of the PUD and does not affect any identified City interest, therefore approval is recommended.

Councilor Anderson made a motion, second by Councilor Frandsen, to approve the proposed Amendments to the Declaration of Covenants, Conditions and Restrictions for The Lakes Red Eagle (The Lakes Cottages Phase4A and 4B) Subdivision. The motion passed unanimously.

13) COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS (CD 02:38:26)

- a) Further discussion and direction on a no-hate or non-discrimination ordinance – None.**
- b) Mayor sets date for first meeting of the Whitefish Local Government Study Commission (proposed to be December 3, 2014 at 7:00 p.m.)**

Mayor Muhlfeld set this date for the first meeting of the Whitefish Local Government Study Commission.

- c) Letter from Joseph R. Gregory of Launching Eagle, LLC at 740 Dakota Avenue regarding proposed ordinance on helipads, heliports, and helicopters**

No further Council discussion. Mayor Muhlfeld asked, and Attorney VanBuskirk advised, that both she and Planning Director Taylor had reviewed public notice requirements according to the Zoning Regulations requirements for public hearings, which require public notices 15 days prior to the Whitefish City Planning Board meeting and 15 days prior to the Whitefish City Council meeting; both requirements were met. In addition, another public notice was published in last week's issue of the Whitefish Pilot stating that anyone who wished to make public comment concerning this issue, and the entire title of the ordinance was included in that notice, that the 2nd reading of the ordinance was on tonight's Council Agenda. Also, she advised that sufficient and proper notice was made according to what State Law requires regarding public notices for the Planning Board meeting, the City Council meeting as well as the 2nd reading.

- d) Select two Whitefish elected officials to participate on interview and selection recommendation committee for the GC/CM contractor for the City Hall/Parking Structure project**

Mayor Muhlfeld and Councilor Hildner were selected upon agreement of Council.

- e) Select a Whitefish elected official to participate on the selection committee for a Water and Wastewater rates financial consultant to assist on rate increases for the future Wastewater Treatment Plant improvements project**

Councilor Frandsen volunteered and so selected upon agreement of the Council.

f) Consideration of postponing public hearing on January 5, 2015 for Whitefish Crossing until the January 20th meeting (p. 305)

Manager Stearns said on November 3, 2014, the Council continued this public hearing to January 5, 2014; now the applicant has notified the City that they are in current negotiations with the neighborhood trying to reach middle ground that all can agree on. In addition, they have an application into the Board of Adjustment that won't be heard by that Board until January 6, 2015. Therefore, not all of their information would be ready for a January 5th consideration.

Councilor Anderson made a motion, second by Councilor Barberis, to further postpone the public hearing for Whitefish Crossing until January 20, 2015. The motion passed unanimously.

Councilor Comments (CD 02:47:16)

No further Council comments.

Mayor Muhlfeld said they are still trying to fill up 2-hour slots for the Salvation Army Kettle Drive. Councilors Sweeney and Hildner volunteered for December 18th from 2 to 4; and Councilor Feury and Mayor Muhlfeld will fill from 4 to 6 on the same day, unless someone calls up Mayor Muhlfeld to change that.

Mayor Muhlfeld said he was asked to speak at the Chamber this week or next about the new City Hall and Parking Structure project; and the Rotary has asked him to speak on December 23rd about the Haskill Creek Project. He invited others to attend if they wished to.

Mayor Muhlfeld asked if there could be a follow-up request to DEQ for an update on the diesel plume and Manager Stearns said he would do that, he said the past update was either a year or 18 months ago.

14) ADJOURNMENT (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority) (CD 02:48:48)

Mayor Muhlfeld wished happy holidays to everyone and adjourned the meeting at 10:12 p.m.

Mayor John M. Muhlfeld

Attest:

Necile Lorang, Whitefish City Clerk

ORDINANCE NO. 14-20

An Ordinance of the City Council of the City of Whitefish, Montana, providing that Title 4, Chapter 2, Section 4(A), and Title 12, Chapter 4, Section 21(D) of the Whitefish City Code, regarding the City-wide preventative measures to avoid problems with animals be amended.

WHEREAS, the Whitefish City Council enacted Ordinance Nos. 01-05 and 05-22 in response to residents' reports of bear sightings and problems with bears and other animals being attracted to garbage and waste stored outdoors or otherwise placed in solid waste containers in certain geographical areas of the City; and

WHEREAS, Ordinance No. 05-22 attempted to resolve the frequent encounters with bears and other animals by requiring animal resistant containers or compliance with the City's garbage container roll out limitations for businesses located north of the railroad tracks and for residents located north of Denver Street and Bay Point Drive because most of the incidents involving bears or other animals occur north of the Burlington Northern Santa Fe railroad tracks that bisect the City; and

WHEREAS, Erik Wenum, a wildlife management specialist with the Montana Fish, Wildlife & Parks (FWP), appeared before the May 20, 2013 Council Meeting and reported the City's bear problem is now City-wide and would only get worse unless the City's requirements for animal resistant containers or garbage container roll out limitations are extended City-wide. Mr. Wenum encouraged the City Council to consider a City-wide enactment of preventative measures with regular enforcement that will further restrict conflicts with bears and other animals; and

WHEREAS, trash management has been identified as a key issue in resolving the encounters with bears and other animals because garbage and other solid wastes attract bears and other animals, lead to conflicts between animals and humans, and frequently result in injury and/or death to such animals; and

WHEREAS, FWP mapping of bear sightings and incidents demonstrates bear and other animal encounters are now City-wide and not limited to certain geographical areas in the City as it had been in 2001 through 2005; and

WHEREAS, regular education of businesses and residents through newsletters, mailings, and other forms of information will improve the likelihood that businesses and residents will handle their solid waste in a manner to discourage conflicts with bears and other animals; and

WHEREAS, the number of reported bear and other animal sightings have continued City-wide and garbage container roll-out limitations are now necessary City-wide in the best interests of public health, safety and welfare of City residents and affected animals; and

WHEREAS, at the public hearing held by the City Council on October 20, 2014, the City Council considered an emergency measure to extend garbage container preventative measures City-wide, received and considered oral and written staff reports, and thereafter unanimously adopted Emergency Ordinance No. 14-11; and

WHEREAS, at a public hearing held by the City Council on December 1, 2014, the City Council reviewed and considered oral and written staff reports and public input, and approved the Ordinance to amend Title 4, Chapter 2, Section 4(A), and Title 12, Chapter 4, Section 21(D), regarding the City-wide preventative measures to avoid problems with animals.

WHEREAS, it will be in the best interests of the City of Whitefish, and its inhabitants, to adopt the proposed amendments to the Whitefish City Code to extend the garbage container preventative measures City-wide.

NOW, THEREFORE, be it ordained by the City Council of the City of Whitefish, Montana, as follows:

Section 1: Section 4-2-4(A) of the Whitefish City Code is hereby amended to provide as follows:

A. ~~Bear-Animal~~ Resistant Containers:

1. All businesses ~~located north of the Burlington Northern Santa Fe Railroad tracks~~ that produce food scraps and food byproducts as part of their solid waste, including, but not limited to, restaurants, bars, and grocery stores, shall deposit and store all solid wastes in ~~bear-animal~~ resistant containers throughout the year. Residents and associations of residents located ~~north of Denver Street and Bay Point Drive shall within City limits will~~ either: ~~1a)~~ store their solid waste in securely latched ~~bear-animal~~ resistant containers or, alternatively, ~~2b)~~ store solid waste containers securely inside of a home, garage or other animal resistant enclosure. Animal resistant containers shall be set out on collection days with all latches in the open position. Solid waste will not be collected from latched containers.
2. Residents and associations of residents located within City limits will bring their solid waste containers or animal resistant containers away from their location to the City right-of-way for collection no earlier than-until four o'clock (4:00) A.M. on the morning that such solid waste will be picked up by the city or other permitted hauler. ~~Bear-resistant containers shall be set out on collection days with all latches in the open position. Solid waste will not be collected from latched containers.~~ Any solid waste container placed outside of a home, garage, or other animal resistant enclosure for pick up shall be returned to a secure location no later than seven o'clock (7:00) P.M. on the day that solid waste is picked up. Any ~~bear-animal~~ resistant container shall be relatched no later than seven o'clock (7:00) P.M. on the day that waste is picked up.
- B.3. A business, resident, or association of residents convicted of violating this subsection shall be guilty of a misdemeanor and,

upon conviction thereof, be subject to a fine and/or confinement as provided in the general penalty provisions in section 1-4-1 of this code. A business, resident, or association of residents who violates this subsection shall be deemed to have committed a municipal infraction, and shall be assessed the civil penalty described in section 1-4-4 of this code. 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. Each day that a violation remains shall constitute a separate violation.

Section 2: Section 12-4-21(D) of the Whitefish City Code is hereby amended to provide as follows:

D. Subdivisions ~~located on the north side of the railroad tracks~~ are subject to subsection 4-2-4(A), "Bear-Animal Resistant Containers", of this code. In addition, a note shall be placed on the face of the plat (see appendix D, attached to the ordinance codified herein).

Section 3: All other provisions of Whitefish City Code Title 4, Chapter 2, and Title 12, Chapter 4, shall remain unmodified.

Section 4: In the event any word, phrase, clause, sentence, paragraph, section or other part of the Ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid, and the remaining provisions thereof shall continue in full force and effect.

Section 5: This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Whitefish, Montana, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS _____ DAY OF _____, 2015.

John M. Muhlfeld, Mayor

ATTEST:

Necile Lorang, City Clerk

ORDINANCE NO. 14-21

An Ordinance of the City Council of the City of Whitefish, Montana, amending Zoning Regulations in Whitefish City Code Title 11, and adopting zone text amendments to the City's Architectural Review Standards, which are a portion of the City's Zoning Jurisdiction Regulations, to remove references to the former Extraterritorial Planning Jurisdiction.

WHEREAS, the City of Whitefish initiated text amendments to the Zoning Regulations in Title 11 of the Whitefish City Code to remove references to the former Extraterritorial Planning Jurisdiction; and

WHEREAS, in response to the proposal to amend Title 11 in the Whitefish City Code, the Whitefish Planning & Building Department prepared Staff Report WZTA 14-05, dated November 13, 2014, which analyzed the proposed text amendments and recommended in favor of their approval; and

WHEREAS, at a lawfully noticed public hearing on November 20, 2014, the Whitefish Planning Board reviewed Staff Report WZTA 14-05, received an oral report from Planning staff, invited public comment, and thereafter voted unanimously to recommend in favor of the proposed text amendments, attached as Exhibit "A"; and

WHEREAS, at a lawfully noticed public hearing on December 1, 2014, the Whitefish City Council reviewed Staff Report WZTA 14-05 and letter of transmittal, received an oral report from Planning staff, and invited public comment; and

WHEREAS, it will be in the best interests of the City of Whitefish and its inhabitants to adopt the proposed text amendments.

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

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

Section 2: Staff Report WZTA 14-05 dated November 13, 2014, together with the November 25, 2014 letter of transmittal from the Whitefish Planning & Building Department, are hereby adopted as Findings of Fact.

Section 3: The text amendments to Whitefish City Code Title 11, Zoning Regulations, as provided in the attached Exhibit "A", shown in red, with insertions shown underlined and deletions shown with strikethrough, are hereby adopted.

Section 4: In the event any word, phrase, clause, sentence, paragraph, section or other part of the Ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid, and the remaining provisions thereof shall continue in full force and effect.

Section 5: This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Whitefish, Montana, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, THIS _____ DAY OF _____, 2015.

John M. Muhlfield, Mayor

ATTEST:

Necile Lorang, City Clerk

EXHIBIT "A"

Whitefish City Code Title 11 – ZONING REGULATIONS
Chapter 1 – General Zoning Provisions
Chapter 2 – Zoning Districts
Chapter 3 – Special Provisions (including Architectural Review Standards)
Chapter 5 – Sign Regulations
Chapter 7 – Administration and Enforcement
Chapter 9 - Definitions

1. 11-1-1: TITLE; ADOPTION:

The regulations contained in this title shall be known as the *WHITEFISH ZONING JURISDICTION REGULATIONS*, and there is hereby adopted a zoning plan which, together with these regulations and an official zoning map, constitute the zoning law of the city's ~~and its extraterritorial~~ zoning jurisdiction.

If any provision of these regulations is held invalid, such invalidity shall not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of these regulations are declared to be severable.

2. 11-2-1: ZONING DISTRICTS ESTABLISHED:

~~Due to the existence of prior zoned areas within, but not part of the zoning jurisdictional area of the city of Whitefish and for ease of identification, a~~All use districts on the official zoning map that are a part of these regulations shall be preceded by a "W" as indicated above. Any zoning district shown on the official zoning map not preceded by a "W" is not and shall not be construed to be covered by these regulations, but are and shall be covered by the zoning regulations of the county of Flathead.

3. 11-2-3: USE REGULATIONS:

B. General Regulations: Notwithstanding any specific regulations that may be enumerated for each district, the following general regulations, where applicable, shall apply:

14. No terrain disturbance for development purposes may be undertaken until such time as a site plan pursuant to a building permit is approved by the planning and building department or, ~~in the unincorporated area of the city's zoning jurisdiction,~~ the property owner has received either preliminary plat approval, PUD approval, or a conditional use permit, if required. For purposes of this section, "terrain disturbance for development" shall mean any grading, excavation, stockpiling of fill material, or clearing of vegetation in preparation to construct and/or provide access to a principal or accessory structure. Nothing in this subsection shall prohibit or preclude routine property maintenance, forest management, or any lawful grading or excavation of property not associated with development.

4. 11-2A-3: WA AGRICULTURAL DISTRICT - CONDITIONAL USES:

- Livestock where density exceeds the table in subsection 11-3-22B of this title:

- Land inside city subject to conditional use permit
- ~~Land outside city subject to administrative conditional use permit~~

5. 11-2B-3: WCR COUNTRY RESIDENTIAL DISTRICT - CONDITIONAL USES:

- Livestock where density exceeds the table in subsection 11-3-22B of this title:
 - Land inside city subject to conditional use permit
 - ~~Land outside city subject to administrative conditional use permit~~

6. 11-2C-3: WSR SUBURBAN RESIDENTIAL DISTRICT - CONDITIONAL USES:

- Livestock where density exceeds the table in subsection 11-3-22B of this title:
 - Land inside city subject to conditional use permit
 - ~~Land outside city subject to administrative conditional use permit~~

7. 11-2D-3: WER ESTATE RESIDENTIAL DISTRICT - CONDITIONAL USES:

- Livestock where density exceeds the table in subsection 11-3-22B of this title:
 - Land inside city subject to conditional use permit
 - ~~Land outside city subject to administrative conditional use permit~~

8. 11-2E-3: WLR ONE-FAMILY LIMITED RESIDENTIAL DISTRICT - CONDITIONAL USES:

- Livestock where density exceeds the table in subsection 11-3-22B of this title:
 - Land inside city subject to conditional use permit
 - ~~Land outside city subject to administrative conditional use permit~~

9. 11-2F-3: WLR-1 ONE-FAMILY RESIDENTIAL DISTRICT - CONDITIONAL USES:

- Livestock where density exceeds the table in subsection 11-3-22B of this title:
 - Land inside city subject to conditional use permit
 - ~~Land outside city subject to administrative conditional use permit~~

10. 11-2S-6C: WPUD PLANNED UNIT DEVELOPMENT DISTRICT – APPLICATION PROCEDURE:

C. The applicant shall furnish:

1. The proposed time schedule for the completion of the development or the phasing thereof.
2. A copy of all proposed covenants, restrictions, and easements.
3. When taking advantage of the density bonus, the developer shall provide a description of the deed restrictions or other mechanism to ensure "long term affordability" as defined in this title. To ensure long term affordability, the developer will need to partner with an organization that specializes in affordable housing such as the Whitefish housing authority, Glacier Affordable Housing Foundation, or Habitat for Humanity through a written agreement. This

affordable housing agreement is a legally binding agreement between the developer, nonprofit organization and the city of Whitefish. The agreement establishes among other things number of units proposed as affordable, location of units, affordability tenure, terms and conditions of the affordable units, and unit production schedule. Following the approval and execution of the agreement by all parties, the relevant terms and conditions would be recorded as separate deed restrictions or regulatory agreements on the project's affordable lots and/or units. The approval and execution of the agreements shall occur prior to the final plat and shall be recorded upon final plat recordation.

4. A copy of the proposed articles of incorporation and bylaws of any corporation and/or homeowners' association to be formed.
5. Verification that the property is within the city limits. If recently annexed into city limits, an application for Zoning Map Amendment shall accompany the planned unit development application.
- 5-6. Any other information that the planning board or the city council may deem necessary.
- 6-7. Written justification for any proposed deviations from standards.

11. 11-3-3: ARCHITECTURAL STANDARDS:

- E. Contents Of Standards: See the architectural review standards document for the application procedures and appeals provisions.
 2. The standards break the city up into four (4) different zones with specific standards for each. The design standard zones are:
 - b. Highway district (Highway 93 South, ~~Highway 40~~ and areas zoned industrial).
 - c. Old Town district: central, south, railway.
 - d. Residential district (duplex or larger).

Architectural Review Standards Document:

Chapter 1: INTRODUCTION

Design Districts

The Architectural Review Standards divide the Whitefish Planning Jurisdiction into four different Design Districts, which are identified by the unique characteristics found within each district. The boundaries of the districts are either streets or natural features, such as the river or lake.

- Highway District (Highway 93 South, ~~Highway 40~~ and areas zoned Industrial)
- Old Town Districts: Central, South, Railway

- Resort Community Business District (Wisconsin Avenue and Highway 93 North)
- Residential District (Duplex and Larger)

Public/Institutional facilities are located within all of the above design districts. It is expected that new public facilities will fit into the design district with which they are located.

Chapter 2: APPLICATION AND REVIEW PROCESS

2.2 Become Familiar with City of Whitefish Regulations and Plans

In addition to these Standards, other ordinances and plans adopted by the City of Whitefish may also influence the design and approval of your project. Carefully review all available written materials before starting your planning process.

The other ordinances and plans to review are:

- City of Whitefish Zoning Regulations, including the:
 - Sign Ordinance
 - Landscaping Regulations
 - Parking Standards
 - Outdoor Lighting Standards
- Whitefish, ~~Blanchard~~ and Lost Coon Lakes and Lakeshore Protection Regulations (When working within 20-feet of the high-water of these lakes)
- Whitefish Downtown Business District Master Plan
- Whitefish City-County Growth Policy

Chapter 3: HIGHWAY DISTRICT

The Highway District is located along Highways 93 South from the Whitefish River to the intersection with Montana Highway 40 and is zoned WB-2: Secondary Business District, WI: Industrial and Warehousing District, ~~and~~ WB-4: Business Park District, ~~and~~ WBSD: Business Service District. This area is the gateway into Whitefish. The character of this area is retail, office and light industrial uses on large lots. This area has evolved into an area predominately serving the automobile while providing limited opportunities for users of other modes of transportation such as bicyclists and pedestrians. This area typically has a need for large display, storage and/or parking areas. ~~Areas zoned for Industrial uses and properties located at the intersection of Dillon/Conn Roads and Highway 40 within the Whitefish Planning jurisdiction will be reviewed under this design district section.~~

12. 11-3-13: HOME OCCUPATIONS:

- A. Registration And Licensing Required: ~~All home occupations shall register with the zoning administrator.~~ Home occupations that have employees and/or drop in customers must have an approved "to scale" site plan that shows required off street parking. Home occupations operating within the city limits must also obtain a city business license.

13. 11-3-21: TEMPORARY USES:

F. Seasonal temporary uses for the operation of fireworks stands, Christmas tree sales and nursery/produce stands shall have specific and definable time frames to coincide with the particular season.

1. For fireworks stands within the city limits and within one thousand feet (1,000') of the city limits, the sale of fireworks is limited to the days of July 2 through July 4 and for the hours of twelve o'clock (12:00) noon through eight o'clock (8:00) P.M. ~~Where the limits of the city's extraterritorial zoning jurisdiction are located less than one thousand feet (1,000') from the city limits, then the prohibition contained in the previous sentence shall extend only to the limits of the city's extraterritorial zoning jurisdiction. If the city's extraterritorial zoning jurisdiction is expanded by future action, then the prohibition on the sale of fireworks shall expand accordingly, up to a maximum distance of one thousand feet (1,000') from the city limits.~~ Sales of fireworks at any other times other than specified in this subsection are prohibited.

14. 11-3-22: USES REGARDING ANIMALS:

B. Livestock:

2. Where an applicant wishes to exceed the animal densities as provided for in the above table, the applicant may apply for a conditional use permit ~~for those properties inside the city or for an administrative conditional use permit for property located outside the city limits.~~ Criteria to be considered when granting either permit may include:
 - a. Character of the neighborhood.
 - b. Adjacent land use.
 - c. Animal management abilities of applicant.
 - d. External impacts associated with increased density including noise, odor and runoff.
 - e. Animal waste disposal plan.
 - f. Any unusual or advanced designs or methods in animal handling or sheltering which would lessen potential negative impacts on present or future neighboring uses.

15. 11-3-27: LAKESHORE PROTECTION ZONE DELINEATION AND SETBACK:

A. Prior to the start of any construction activity on any property adjacent to Whitefish Lake, ~~or Lost Coon Lake, or Blanchard Lake,~~ the lakeshore protection zone (LPZ) boundary, as described in section 13-1-1 of this code, shall be established and staked on site by a registered land surveyor licensed to practice in the state of Montana.

16. 11-3-35: SHORT TERM RENTAL STANDARDS:

- A. Performance Standards: Short term rentals are allowed in applicable zoning districts provided the following criteria are met:
 - 7. ~~If located in city limits,~~ proof shall be provided of a Whitefish city business license and conformance to resort tax requirements.

17. 11-3-35: SHORT TERM RENTAL STANDARDS:

- B. Violations: Operating a short term rental outside of an allowed district or without meeting all the standards listed above is a violation of this code and subject to the penalties listed under title 1, chapter 4 of this code. Advertising the availability of a short term rental unit that is either not in compliance with these standards or is outside one of the zoning districts that permit short term rentals shall be evidence of a violation and may incur enforcement remedies against either the property owner or listing agent. Advertising creates the following presumptions: 1) that the property owner and listing agent knew the standards and zoning; and 2) that the operator of the short term rental ~~within city limits~~ knew the duty to collect, report, and remit resort taxes due under title 3, chapter 3 of this code.

18. 11-5-2: ESTABLISHMENT AND INTENT OF SIGN DISTRICTS:

This chapter establishes five (5) distinct geographic districts within the zoning jurisdiction area which possess different and unique characteristics of physical location, existing building design and uses, pedestrian versus vehicle circulation and tourist versus local resident use. The intent of identifying these unique districts is to encourage design that will meet the needs and harmonize with the unique character of each district.

The Whitefish sign districts map establishes the five (5) geographic sign districts: the highway district, the Old Town district, the community business and resort district, the residential district, and the business service district. The map is adopted as part of these regulations and is included as appendix F in section 11-8-1 of this title. A table that lists the various sign districts and summarizes the sign standards in each district is included as appendix G in section 11-8-1 of this title. It is not the intent in establishing these sign districts to allow uses within a particular zoning district that would not otherwise be allowed.

This chapter is extended to and applies throughout the entire jurisdictional area.

To the extent this sign ordinance is amended in the future, such amendments shall immediately and automatically apply ~~not only~~ throughout the city's ~~prior~~ zoning jurisdictional area, ~~but throughout the entire jurisdictional area.~~

By the adoption date hereof, the city retains the Whitefish sign districts map which designates the five (5) geographic sign districts, shown on appendix F in section 11-8-1 of this title. Those areas of the city's new jurisdictional area not covered by the special sign districts on appendix F in section 11-8-1 of this title shall be considered to be within the residential districts, and subject to the provisions of section 11-5-6-4 of this chapter.

Nothing set forth herein makes legal or otherwise legitimizes any existing signs ~~in the new jurisdictional area which are or were~~ in violation of any state of Montana or Flathead County sign

laws, ordinances, or regulations, and such signs shall continue to be illegal signs, subject to abatement.

19. 11-5-3: APPLICABILITY AND EFFECT:

A. Applicability: The provisions of this chapter shall apply to the display, construction, erection, alteration, use, maintenance and location of all signs ~~within the city and its extraterritorial zoning jurisdiction~~. All signs that are displayed, constructed, erected or altered after the date of adoption of this title shall conform to the provisions of these regulations. These regulations shall be liberally construed in order to further their purpose, intent and effect, as set forth in sections 11-5-1 and 11-5-2 of this chapter and this section. The zoning administrator or designee is hereby authorized and directed to enforce these regulations.

20. 11-7-5: BOARD OF ADJUSTMENT:

A. Creation, Composition And Compensation:

2. The board shall consist of seven (7) members appointed by the city council ~~with at least one member residing in the extraterritorial jurisdiction and the remaining~~ residing within the corporate limits of the city.

21. 11-7-9: ZONING COMPLIANCE PERMIT:

B. Zoning Compliance Permit Required: A zoning compliance permit is required prior to a change in use, prior to any new or expanded permitted or accessory use or structure within the city limits ~~or Whitefish planning jurisdictional area~~ excluding any single-family residential development.

22. 11-7-10: WATER QUALITY PROTECTION PERMITTING AND REVIEW:

B. Water Quality Protection Compliance Permit:

~~1. Within unincorporated areas of the Whitefish planning jurisdictional area, any new or expanded residential, commercial or industrial use or structure within two hundred feet (200') of a lake, river, wetland, stream or stormwater conveyance must receive a water quality protection compliance permit, except where exempt under subsection 11-3-29B1 of this title. No fee shall be charged for this permit. The purpose of this permit is to ensure that requirements of this section are met in the unincorporated portion of the jurisdictional area where the city of Whitefish does not administer a building code.~~

2.1. An applicant for a water quality protection compliance permit must submit to the director a complete water quality protection identification form and site plan, as described in subsection A of this section.

3.2. Once an application for a water quality protection compliance permit is deemed complete, the director shall have thirty (30) days to respond to the applicant consistent with procedures identified in subsection A of this section. Decisions by the director may be appealed to the board of adjustment.

~~4.3.~~ Water quality protection compliance permits shall be valid for eighteen (18) months. One 12-month extension may be granted from the planning department, provided the site plan and conditions have not changed.

23. 11-7-11: NONCONFORMING USES:

A. Change Of Regulations: If, at the time of adoption of these regulations or of any amendments thereto, or of any amendment thereof, resulting from the annexation of territory to the incorporated area of the city, ~~or of the extension of the extraterritorial jurisdiction,~~ any lot, structure or building was being used in an otherwise lawful manner that does not conform to the use provisions of these regulations, or if any structure or building was located or erected in an otherwise lawful manner that does not conform to the yard, lot coverage, height limit or parking and loading provisions of these regulations, the use of the location or erection shall be deemed to be a nonconforming use and may continue in the manner and to the extent that it existed or was being used at the time of adoption of these regulations. The nonconforming status will run with the lot, building, structure or use and shall not be affected by changes in ownership.

24. 11-9-2: DEFINITIONS:

COMPREHENSIVE PLAN: See definition of ~~Master Plan~~Growth Policy.

~~EXTRATERRITORIAL JURISDICTION: The land area outside and up to one mile beyond the city limits of a third class city (under 5,000 population) which is under the jurisdictional zoning authority of that city as is provided for in Montana code 76-2-310.~~

GROWTH POLICY: The Whitefish city-county growth policy and any amendments which may be made thereto and adopted by the city council as a guide to the development and growth of the community pursuant to MCA 76-1-601 through 76-1-607.

MASTER PLAN: See definition of Growth Policy~~The Whitefish city-county master plan, and any amendments which may be made thereto, adopted by the city council and the county board of commissioners as a guide to the development and growth of the community.~~

ORDINANCE NO. 14-22

An Ordinance of the City Council of the City of Whitefish, Montana, amending Subdivision Regulations in Whitefish City Code Title 12 to remove references to the former Extraterritorial Planning Jurisdiction and other housekeeping items.

WHEREAS, the City of Whitefish initiated text amendments to the Subdivision Regulations in Title 12 of the Whitefish City Code to remove references to the former Extraterritorial Planning Jurisdiction and other housekeeping items; and

WHEREAS, in response to the proposal to amend Title 12 in the Whitefish City Code, the Whitefish Planning & Building Department prepared Staff Report WSUB 14-01, dated November 13, 2014, which analyzed the proposed text amendments and recommended in favor of their approval; and

WHEREAS, at a lawfully noticed public hearing on November 20, 2014, the Whitefish Planning Board reviewed Staff Report WSUB 14-01, received an oral report from Planning staff, invited public comment, and thereafter voted unanimously to recommend in favor of the proposed text amendments, attached as Exhibit "A"; and

WHEREAS, at a lawfully noticed public hearing on December 1, 2014, the Whitefish City Council reviewed Staff Report WSUB 14-01 and letter of transmittal, received an oral report from Planning staff, and invited public comment; and

WHEREAS, it will be in the best interests of the City of Whitefish and its inhabitants to adopt the proposed text amendments.

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

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

Section 2: Staff Report WSUB 14-01 dated November 13, 2014, together with the November 25, 2014 letter of transmittal from the Whitefish Planning & Building Department, are hereby adopted as Findings of Fact.

Section 3: The text amendments to Whitefish City Code Title 12, Subdivision Regulations, as provided in the attached Exhibit "A", shown in red, with insertions shown underlined and deletions shown with strikethrough, are hereby adopted.

Section 4: In the event any word, phrase, clause, sentence, paragraph, section or other part of the Ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid, and the remaining provisions thereof shall continue in full force and effect.

Section 5: This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Whitefish, Montana, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, THIS _____ DAY OF _____, 2015.

John M. Muhlfeld, Mayor

ATTEST:

Necile Lorang, City Clerk

EXHIBIT "A"

Whitefish City Code Title 12 – SUBDIVISION REGULATIONS Chapter 1 – General Provisions, Chapter 2 – Administration and General Procedures, Chapter 3 – Subdivision Application and Review Procedures, and Chapter 4 – Design Standards

1. 12-1-3: JURISDICTION AND COORDINATION:

These Regulations govern the subdivision of land within the jurisdictional area of the city of Whitefish, Montana. The city may coordinate or enter into land use inter-local agreements with other jurisdictional agencies to guide decision making.

2. 12-2-3: ANNEXATION OF PROPERTY PROPOSED FOR SUBDIVISION:

If property proposed for subdivision lies outside the city limits and proposes to utilize municipal water or sewer services, the property shall be annexed into the city limits prior to submittal of at the time of preliminary plat application approval by the city council. A petition to annex shall accompany be filed and annexation proceeding complete before an applicant files a the preliminary plat application (Appendix I).

3. 12-3-5: PRELIMINARY PLAT REVIEW PROCESS - MAJOR SUBDIVISIONS:

A. Application Submittal: Complete applications must be received in accordance with a schedule provided by the planning department. The subdivider shall submit the following to the planning department:

1. Preliminary plat application on a form provided by the planning department and required supplemental information.
2. Copies of the preliminary plat and one reproducible set of supplemental information, as outlined in Appendix B of these Regulations.
3. Application fee as established by the city council.
4. One reduced copy of the preliminary plat not to exceed 11" by 17" in a size suitable for photocopier use.
5. Verification that the property is within the city limits. If recently annexed into city limits, an application for Zoning Map Amendment shall accompany the preliminary plat application.
- 5.6. Additional information requested during the preapplication meeting conference.

4. 12-3-6: PRELIMINARY PLAT REVIEW PROCESS - MINOR SUBDIVISIONS:

A. Application Submittal The subdivider shall submit the following to the planning department:

1. Preliminary plat application form available at planning department and required supplemental information;
2. Copies of the preliminary plat and one reproducible set of supplemental information as provided for in Appendix B;
3. Application fee as established by the city council.
4. One reduced copy of the preliminary plat not to exceed 11" by 17" in a size suitable for photocopier use.

5. Verification that the property is within the city limits. If recently annexed into city limits, an application for Zoning Map Amendment shall accompany the preliminary plat application.

5.6. Additional information requested during the preapplication process.

6.7. Sufficient documentary evidence from the public records demonstrating the subdivision is a minor subdivision.

5. 12-3-7: PRELIMINARY PLAT REVIEW PROCESS - MINOR SUBDIVISIONS: WAIVER OF PRELIMINARY PLAT:

A. Preliminary Plat Waiver Request: Based on information and discussion at the pre-application conference, the requirement for a preliminary plat may be waived by the planning director. The subdivider must request the waiver in writing, along with the applicable fee and site plan, and the planning director must determine:

1. The plat contains three (3) or fewer lots;
2. There is no public dedication of streets or other public infrastructure;
3. All lots have legal and physical access conforming to these Regulations;
4. Each lot has a suitable building site and there are no environmental hazards present;
5. Municipal sewer, water and other utilities are adequate and in place;
6. The subdivision complies with these Regulations and current zoning regulations; ~~and~~

7. No significant effects are anticipated on agriculture and agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat and the public health and safety; and

7.8. Verification that the property is within the city limits. If recently annexed into city limits, an application for Zoning Map Amendment shall accompany the preliminary plat application.

6. 12-4-20: FIRE PROTECTION:

- A. All subdivisions shall be planned, designed, constructed, and maintained so as to minimize the risk of fire and to permit effective access and water supply and efficient suppression of fires. (~~International Fire Code See appendix K, attached to the ordinance codified herein.~~)
- B. Subdivisions with a public water system that are within the five year service area of the city or within one (1) mile from the corporate limits of Whitefish, if no such service area has been established, shall be designed in accordance with the adopted standards of the city and the distribution system shall be designed for fire flow capabilities as required by the city and the current fire code, as adopted by the city council.
- C. Building addresses shall be clearly identified pursuant to the current fire code, as adopted by the city council. A note shall be placed on the face of the final plat regarding addressing see Appendix D. It is recommended the building addresses be constructed of a reflective material.
- D. The city of Whitefish may impose additional requirements in the form of conditions of approval or notes on the face of the plat which it may deem necessary based on the consideration of size, location, density, and nature of the subdivision for the purpose of fire safety.

7. 12-4-21: SOLID WASTE:

- A. The subdivider shall assure the provisions for collection and disposal of solid waste meet the minimum requirements of the city of Whitefish and the Montana Department of Environmental Quality.
- B. The location and means for solid waste collections and disposal shall be subject to approval by the city engineer and solid waste contract hauler.
- C. If solid waste disposal is not individual, curb-side pick-up for individual lots, the subdivider shall provide an off-street area for solid waste collection which will be aesthetically screened from general public view and conveniently accessible to collection vehicles subject to approval by the city engineer and solid waste contract hauler.

- D. Subdivisions ~~located on the north side of the railroad tracks~~ are subject to Whitefish City Code 4-2-4(A): Placement of Containers. In addition, a note shall be placed on the face of the plat, see Appendix D.

ORDINANCE NO. 15-___

An Ordinance of the City Council of the City of Whitefish, Montana, amending Whitefish City Code Title 2, Chapter 3, and Title 11, Chapter 7, as it pertains to members of the Board of Adjustment to remove residence in the extraterritorial jurisdiction as a requirement, and reduce the size of the Board from seven (7) to five (5) members.

WHEREAS, the City Council established the seven-member Board of Adjustment as a standing committee by Ordinance No. 01-08 on March 5, 2001; and

WHEREAS, Whitefish City Code Section 2-3-3 provides that the Board of Adjustment shall have seven (7) members appointed by the City Council, with at least one member residing in the extraterritorial jurisdiction; and

WHEREAS, by Ordinance No. 14-21 the City of Whitefish adopted text amendments to the Zoning Regulations in Title 11 of the Whitefish City Code to remove references to the former extraterritorial planning jurisdiction; and

WHEREAS, as a result of amending Whitefish City Code Section 11-7-5, Section 2-3-3 must now be amended to require City residency for all members serving on the Board of Adjustment to conform to the jurisdictional boundaries of the City; and

WHEREAS, it will be in the best interests of the City of Whitefish and its inhabitants to accept the requested amendment.

NOW, THEREFORE, be it ordained by the City Council of the City of Whitefish, Montana, as follows:

Section 1: Whitefish City Code Section 2-3-3(A) is hereby amended in its entirety to provide as follows:

A. Appointments; Compensation: The board shall have ~~seven (7)~~five (5) members. Members shall be appointed by the city council ~~with at least one member residing in the extraterritorial jurisdiction and the remaining~~ residing within the corporate limits of the city. Board members shall receive no compensation.

Section 2: Whitefish City Code Section 11-7-5(A)(2) is hereby amended in its entirety to provide as follows:

2. The board shall consist of ~~seven (7)~~five (5) members appointed by the city council residing within the corporate limits of the city.

Section 3: All other provisions of Title 2, Chapter 3, and Title 11, Chapter 7, shall remain unmodified.

Section 4: In the event any word, phrase, clause, sentence, paragraph, section or other part of the Ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid, and the remaining provisions thereof shall continue in full force and effect.

Section 5: This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Whitefish, Montana, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS _____ DAY OF _____, 2015.

John M. Muhlfeld, Mayor

ATTEST:

Necile Lorang, City Clerk

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



December 30, 2014

Mayor Muhlfeld and City Councilors
City of Whitefish
Whitefish, Montana

Mayor Muhlfeld and City Councilors:

Consideration to Reduce the Members on the Board of Adjustment

Introduction

At the December 1, 2014 Council worksession, direction was given to staff to reduce the number of Board of Adjustment members from seven (7) to five (5). The purpose of this memo is to provide the Council with some background information in order to assist in making this decision.

History

The purpose of the Board of Adjustment (BOA) is to review variance requests and appeals of a zoning administrator order, requirement, decision or determination of the zoning regulations. The City Council reviews sign variance requests. The Board can only make a decision with a vote of four concurring members. (§2-3-5, §11-7-7C(6), §11-7-6B(8)) The BOA does not have a standing monthly meeting, but meets when a variance application is submitted or an appeal hearing is requested. This past year, the Board met once, but they generally convene an average of three times per year.

MCA 76-2-321 authorizes cities and towns to have a Board of Adjustment. According to the MCA, the Board make-up can be no less than five but no more than seven members and decisions from the Board require a vote of four members regardless of the number of Board members authorized by the local jurisdiction or present at the meeting. (76-2-321 through 76-2-328, MCA)

On March 17, 2003, the Whitefish City Council amended the zoning regulations in order to increase the number of Board members from five (5) to seven (7) (Ord 03-06). The purpose of this change was because the Council found it difficult to get four members to a meeting in order to make a decision and they also wanted increased representation on the Board. Upon review of the staff report, it appears the Board was unable to make decisions due to a lack of a quorum and public hearings were being delayed – especially during the summer months.

The BOA make-up over the past several years has been five city residents and two residents in the planning jurisdiction – this has worked out well since some of the variance requests have been in the extraterritorial planning jurisdiction. (§11-7-5 and §2-3-3, WCC, identify membership requirements.)

On December 1, 2014, the Council amended §11-7-5 by Ordinance 14-21 (2nd Reading on January 5, 2015) to change the make-up of the Board to only city residents, but not to reduce the membership of the Board. There are currently three openings for the BOA.

Current Report

There are both pros and cons to reducing the membership to five. Staff thought it might be helpful for the Council to consider these points prior to making a final decision on the make-up of the Board.

Pros:

With fewer slots to fill it may be easier to get a full Board. It can be difficult to get citizens to apply for the BOA. It could be that this Board's role is less clear to general public, unlike other City Committees and Boards.

Our Board would mirror the Boards of Adjustment in the County - Flathead County and the cities of Kalispell and Columbia Falls all have five members on their Boards.

Cons:

With fewer Board members, there are fewer views when considering requests. For variance requests, perhaps it isn't such a concern since the community-wide policy implication is more-narrow to the immediate neighbors or neighborhood. However, if the request is an appeal of a zoning administrator decision or interpretation, there could be a greater policy implication to the community. There have been instances where the Board decision has resulted in litigation and other community-wide impacts.

Citizenry on Committees and Boards is an aspect of public involvement/public participation. By reducing the number of Board members, this reduces public involvement in this decision-making process. More members will result in a more representative and diverse board.

With fewer Board members it could be difficult to get four members to a meeting. Because this group does not have a standing meeting, Board members are often gone or have made other commitments when an actual application or appeal request is submitted to our office. Having an additional couple of members has been important to continue with a public hearing in a timely fashion. This was the challenge the Board and City faced in 2003. It might be more practical to keep seven members in order to have a quorum present.

Recommendation

Staff would recommend keeping the Board at seven (7) members to ensure the City is able to obtain a quorum of members to conduct business and; therefore, have an adequate number of concurring members to make decisions.

Sincerely,

A handwritten signature in black ink that reads "Wendy Compton-Ring". The signature is written in a cursive, flowing style.

Wendy Compton-Ring, AICP
Senior Planner

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



December 30, 2014

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

Re: Final Plat for Great Northern Heights, 3; WFP 14-05

Honorable Mayor and Councilors:

This office is in receipt of a final plat application from Sands Surveying, Inc. This is a 21-lot subdivision located on Brimstone Drive. The property is zoned WR-1/WPUD (One-Family Residential District with a Planned Unit Development overlay). Preliminary plat approval was granted by the City Council on January 6, 2014, subject to twenty conditions.

The applicant is providing a Subdivision Improvements Agreement (SIA) for Phase 3A and 3 in the amount of \$88,613.90 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 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.

- Condition met. The final plat conforms to applicable City Codes.

Condition 2. Except as amended by these conditions, the development of the subdivision and planned unit development shall be in substantial conformance with the approved preliminary plat, site plan and elevations that govern the general location of lots, roadways, parking, landscaping and improvements and labeled as "approved plans" by the City Council.

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

Condition 3. Prior to any pre-construction meeting, construction, excavation, grading or other terrain disturbance, plans for all on and off site infrastructure shall be submitted to and approved by the Whitefish Public Works Department. The improvements (water, sewer, roads, street lights, trails, sidewalks, driveways, etc.) within the development shall be designed and constructed by a licensed engineer and in accordance with the City of Whitefish's design and construction standards. The Public Works Director shall approve the design prior to construction. Plans for grading, drainage, utilities, streets, sidewalks and other improvements shall be submitted as a package and reviewed concurrently. No individual improvement designs shall be accepted by Public Works. (City Engineering Standards, 2009)

- Condition met. See letters from Public Works dated 2-28-14 and 5-2-14.

Condition 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)

- Condition met. See letters from Public Works dated 2-28-14 and 5-2-14.

Condition 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)

- Condition met. See letters from Public Works dated 2-28-14 and 5-2-14.

Condition 6. Street lighting shall be required in accordance with the Whitefish Standards for Design and Construction. Street and other on-site lighting shall be dark sky compliant and meet the requirements of the City's Outdoor Lighting ordinance. (Zoning Regulations §11-3-25; City Engineering Standards, 2009)

- Condition met. The standard street lighting is a part of the Subdivision Improvement Agreement. On-site lighting is regulated through the City's outdoor lighting regulations.

Condition 7. The Fire Marshal shall approve the placement and design of all fire hydrants-prior to their installation and fire access. (UFC; Subdivision Regulations §12-4-18; Engineering Standards, 2009)

- Condition met. See email correspondence from Fire Marshal Joe Page dated 9-25-14.

Condition 8. 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)

- Condition met. See letters from Public Works dated 2-28-14 and 5-2-14 and letters from DEQ dated 3-20-14 and 6-17-14.

Condition 9. The design of the stormpond shall be such that it is an integral part of the open space for the subdivision. This shall include a landscaping plan to be reviewed and approved by the Planning Department. (Staff Report, Finding 3)

- Condition met. The stormpond design was reviewed and approved by the Public Works Department. The Planning Department reviewed the landscaping plan.

Condition 10. A report shall be submitted with the final buffer averaging details. This report shall indicate the overall area required, the amount being reduce and a 'to scale' drawing showing the minimum width of no less than 50-feet. (Staff Report, Finding 3; Zoning Regulations §11-3-29C)

- Condition met. The buffer averaging report is included and meets all the City's requirements.

Condition 11. The final wetland buffer restoration plan shall be submitted to Planning and Public Works Departments for review and approval. A financial guarantee of 125% of the restoration plant materials and installation to be held for the 5-year monitoring period and shall be held by the city. (Staff Report, Findings 3; Zoning Regulations §11-7-10E)

- Condition met. A financial guarantee of 125% was submitted for the wetland restoration and shall be held by the City for a period of five years. Annual monitoring shall occur pursuant to the approved monitoring plan.

Condition 12. A split rail fence or some other delineation, with the exception of chain link, along the restored wetland buffer shall be installed and maintained for the life of the project. The proposed delineation shall be reviewed and approved by the Planning Department prior to its installation. (Staff Report, Finding 3)

- Condition met. The applicant is proposing a split rail fence and it is a component of the Subdivision Improvement Agreement.

Condition 13. A uniform fencing system, no chain link, is required on the west boundary of Phase 3. This fence shall be reviewed and approved by the Planning Department prior to its installation. (Staff Report, Finding 5)

- Condition met. This is a component of the CC&Rs and an existing fence is installed.

Condition 14. 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)

- Condition met. This is a component of the SIA.

Condition 15. The following notes shall be placed on the face of the plat:

- House numbers shall be located in a clearly visible location.
- The neighboring agricultural use pre-dates the Great Northern Heights development and these agricultural uses are completely lawful. Trespassing without landowner consent, harassing livestock and destruction of property such as fences are illegal and can be enforced by the appropriate law enforcement agencies.

(Subdivision Regulations §12-4-6; Staff Report Finding 5; City Engineering Standards, 2009)

- Condition met. See notes 'a' and 'b' on the face of the plat.

Condition 16. A 10-foot utility easement shall be located along the front of the lots. (Subdivision Regulations §12-4-29)

- Condition met. This is noted on the face of the plat.

Condition 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)

- Condition met. See letter from USPS dated 2-28-14.

Condition 18. Prior to approval of the final plat, the applicant shall produce a copy of the proposed Covenants, Conditions and Restrictions (CC&Rs) for Great Northern Heights, Phase 3 Subdivision Homeowners' Association (HOA) providing for:

- Long-term maintenance of the open spaces;
- Long-term weed management plan. The weed management plan shall be submitted to the Planning Department for review and approval prior to final plat; and
- Long-term maintenance plan for drainage and storm water management facilities.

(Subdivision Regulations §12-4-30; Staff Report Finding 3; City Engineering Standards, 2009)

- Condition met. These are components of the CC&Rs.

Condition 19. The Great Northern Heights Phase 3 preliminary plat and planned unit development is approved for three years from Council action. (Subdivision Regulations, §12-3-8)

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

Condition 20. The number of lots on the west side of Brimstone Drive shall not exceed 12.

- Condition met. There are twelve lots on the west side of Brimstone Drive.

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 11-14-14)
Letter – applicant (11-14-14)
Treasurer’s Certification (10-15-14)
Letter – DEQ, EQ#14-1708 (3-20-14)
Letter – DEQ, EQ#07-3204 (6-17-14)
Subdivision Guarantee, Stewart Title Company, No. G-2222-000065184 (9-8-14)

Consent to Plat, Glacier Bank, Shane Moss, 10-20-14
Conditions Covenants & Restrictions (6-11-14)
Subdivision Improvement Agreement with Engineer's Estimate (11-12-14)
Standby Letter of Credit – for SIA (11-12-14)
Standby Letter of Credit – for wetland enhancement (10-20-14)
Buffer Averaging Information (10-3-14)
Letter, Whitefish Public Works Department, John Wilson, 2-28-14
Letter, Whitefish Public Works Department, Karin Hilding, 5-2-14
Email, Whitefish Fire Marshal Joe Page, 9-25-14
Letter, USPS, Scott White, 2-28-14

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

c/wo/att: Eric Mulcahy, Sands Surveying, Inc 2 Village Loop Kalispell, MT 59901
Rob Pero, 1290 Birch Point Dr Whitefish, MT 59937

WFP 14.05

Whitefish Planning & Building Dept.
1055 C Baker Ave.
Whitefish, MT 59937
Phone: (406) 863-2410 Fax: (406) 863-2409

FINAL PLAT APPLICATION

Project /Subdivision Name: Great Northern Heights Phase 3

Contact Person:

Name: Sands Surveying, Inc

Address: 2 Village Loop

Kalispell, MT 59901

Phone No.: (406) 755-6481

E-mail: eric@sandssurveying.com

Owner & Mailing Address:

Hilltop Partners, LLC Attn: Rob Pero

1290 Birch Point Drive

Whitefish, MT 59937

Date of Preliminary Plat Approval: January 7, 2014

Type of Subdivision: Residential Industrial Commercial PUD Other

Total Number of Lots in Subdivision 21 Lots

Land in Project (acres) 6.125 Acres

Parkland (acres) N/A Cash-in-Lieu \$ N/A Exempt Provided in previous phases

No. of Lots by Type:

Single Family 21-Lots Townhouse _____ Mobile Home Park _____

Duplex _____ Apartment _____ Recreational Vehicle Park _____

Commercial _____ Industrial _____ Planned Unit Development _____

Condominium _____ Multi-Family _____

Legal Description of the Property Great Northern Heights, Phase 3 (A portion of Lot 2 of Askew Subdivision in W1/2NE1/4 of Section 12, T30N, R22W, P.M.M., Flathead County.)

FILING FEE ATTACHED \$ 7,104.00

Minor Subdivision with approved preliminary plat	\$1,056 + \$200/lot
Major Subdivision with approved preliminary plat	\$2,574 + \$200/lot
Subdivisions with Waiver of Preliminary Plat	\$1,980 + \$200/lot
Subdivision Improvements Agreement	\$ 330

<u>Attached</u>	<u>Not Applicable</u>	<u>(MUST CHECK ONE)</u>
<u>X</u>	_____	Health Department Certification (Original)
<u>X</u>	_____	Title Report (Original, not more than 90 days old)
<u>X</u>	_____	Tax Certification (Property taxes must be paid)
<u>X</u>	_____	Consent(s) to Plat (Originals and notarized)
<u>X</u>	_____	Subdivision Improvements Agreement (Attach collateral)
_____	<u>X</u>	Parkland Cash-in-Lieu (Check attached)
<u>X</u>	_____	Maintenance Agreement
<u>X</u>	_____	Plats: 1 opaque OR 2 mylars
		1 mylar copy 1 signed blueline
		4 bluelines 4 bluelines, <i>unsigned</i>
		11X17 Copy 11X17 Copy

**The plat must be signed by all owners of record, the surveyor and the examining land surveyor.

Attach a letter, which lists each condition of preliminary plat approval, and individually state how each condition has specifically been 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.

A complete final plat application must be submitted no less than **60 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. The Council must act within 30 days of receipt of the revised preliminary plat application and staff report. 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.

I certify that all information submitted is true, accurate and complete. I understand that incomplete information will not be accepted and that false information will delay the application and may invalidate any approval. The signing of this application signifies approval for Planning & Building staff to be present on the property for routine monitoring and inspection during the approval and development process.

****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.**



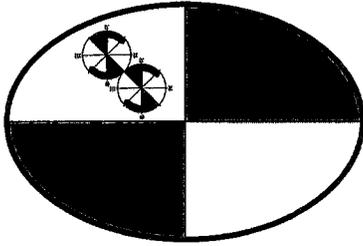
 Owner(s) Signature

10/10/14

 Date

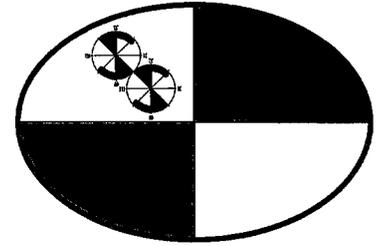
**A digital copy of the final plat in a Drawing Interchange File (DXF) format or an AutoCAD file format, consisting of the following layers:

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



SANDS SURVEYING, INC.

2 Village Loop Road
Kalispell, MT 59901
406-755-6481
Fax 406-755-6488



November 14, 2014

City of Whitefish Planning and Building Department
P.O. Box 158
Whitefish, MT 59937

RE: Final Plat submittal for Great Northern Heights, Phase 3.

Dear Planning Office:

This cover letter is intended to give an overview of the conditions of approval and the supporting documentation for meeting the conditions for Great Northern Heights Phase 3. The Whitefish City Council granted approval of the subdivision on January 6, 2014. The City Council also approved a PUD (WPUD-13-03) by Ordinance No.13-11 which allowed the subdivision design to accommodate the wetland buffer. Included with this packet is a Subdivision Improvements Agreement that covers both Phases 3 and 3A with a table calculating the amount of construction that remains incomplete. The SIA and Letter of Credit of \$88,613.90 is 125% of the cost remaining infrastructure.

Preliminary Plat Conditions

Condition #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 as amended by these conditions.

This condition is met.

Condition #2: Except as amended by these conditions, the development of the subdivision and planned unit development shall be in substantial conformance with the approved preliminary plat, site plan and elevations that govern the general location of lots, roadways, parking, landscaping and improvements and labeled as "approved plans" by the City Council

This condition is met. The plat reflects the design of the preliminary plat but will a reduction in the lots on the west side of Brimstone Drive as required in Condition 20.

Condition #3: Prior to any pre-construction meeting, construction, excavation, grading or other terrain disturbance, plans for all on and off site infrastructure shall be submitted to and approved by the Whitefish Public Works Department. The improvements (water, sewer, roads, street lights, trails, sidewalks, driveways, etc.)

11-14-2014 P02:06

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 design shall be accepted by public works

This condition is met. The applicant has secured approval from the Whitefish Public Works Department. (See approval Letter from Whitefish Public Works Department dated February 28, 2014 and May 2, 2014)

Condition #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, the 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 right-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.

This condition is met. The applicant has secured approval from the Whitefish Public Works Department. (See approval Letter from Whitefish Public Works Department dated February 28, 2014 and May 2, 2014)

Condition #5: Prior to any ground disturbing activities, a plan shall be submitted for review and approval by the Public Works and Planning/Building Departments. The plan shall include, but 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.

This condition is met. (See PW approvals dated February 28, 2014 and May 2, 2014)

Condition #6: Street lighting shall be required in accordance with the Whitefish Standards for Design and Construction. Street and other on-site lighting shall be

dark sky compliant and meet the requirements of the City's Outdoor Lighting Ordinance..

This condition is met. Street Lights are included in the SIA. The design and type of lighting is approved by the Public Works Department.

Condition #7: The Fire Marshall shall approve the placement and design of all fire hydrants prior to their installation and fire access.

This condition is met. See attached Email correspondence from Fire Chief Joe Page dated September 25, 2014.

Condition #8: That a Certificate of Subdivision Approval be obtained from the Department of Environmental Quality and written approval by the Whitefish Public Works Department approving the stormwater drainage, water and sewerage treatment facilities for the subdivision.

This condition is met. (See MDEQ letters EQ# 14-1874 dated June 17, 2014)

Condition #9: The design of the stormpond shall be such that it is an integral part of the open space for the subdivision. This shall include a landscaping plan to be approved by the Planning Department.

This condition is met. Planning reviewed the drainage facilities with Public Works and the letter from Karin Hilding, P.E. Whitefish Public Works dated May 2, 2014 approves the drainage facilities for both Planning and Public Works.

Condition #10: A report shall be submitted with the final buffer averaging details. This report shall indicate the overall area required, the amount being reduced and a "to scale" drawing showing the minimum width of no less than 50-feet.

This condition is met. The Buffer Averaging Report is included with the final plat application.

Condition #11: The final wetland buffer restoration plan shall be submitted to the Planning and Public Works Departments for review and approval. A financial guarantee of 125% of the restoration plant materials and installation to be held for the 5-year monitoring period and shall be held by the City.

This condition is met. A financial guarantee of 125% is submitted and it is to be held for five years.

Condition #12: A split rail fence or some other delineation, with the exception of chain link, along the restored wetland buffer shall be installed and maintained for the life of the project. The proposed delineation shall be reviewed and approved by the Planning Department prior to its installation.

This condition is met. The applicant is proposing a split rail fence as the delineation and this is included in the SIA.

Condition #13: A uniform fencing system, no chain link, is required on the west boundary of Phase 3. This fence shall be reviewed and approved by the Planning Department prior to its installation.

This condition is met. A uniform smooth wire livestock fence is in place along the western boundary. Article V, Section 3.m. of the proposed CC&R's address new fencing subject to the HOA Committee and prohibits chain link.

Condition #14: 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 the Whitefish City Code, shall be removed throughout the life of the development by the recorded property owner or homeowners' association.

This condition is met. The applicant has been working with the City of Whitefish on the weed abatement plan and have a contracted with weed spraying service for bi-annual spraying. Weed management is included in the CC&R's (Article V, Section 4)

Condition #15: The following notes shall be placed on the face of the plat:

- House numbers shall be located in a clearly visible location.
- The neighboring agricultural use pre-dates the Great Northern Heights development and these agricultural uses are completely lawful. Trespassing without landowner consent, harassing livestock and destruction of property such as fences are illegal and can be enforced by the appropriate law enforcement agencies.

This condition is met. The notes appear on the face of the plat.

Condition #16: A ten foot utility easement shall be located along the front of the lots.

This condition is met. The ten foot utility easement is show on the final plat.

Condition #17: That common off-street mail facility shall be provided by the developer and approved by the local post office.

This condition is met. The mail boxes were installed with phases 1 and 2.

Condition #18: Prior to approval of the final plat, the applicant shall produce a copy of the proposed CC&R's for Great Northern Heights, Phase 3 Subdivision Homeowners Association (HOA) providing for:

- Long-term maintenance of the open spaces;
- Long-term weed management plan. 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 stormwater management facilities

This condition is met. See enclosed CC&R's: Article 6; Article V, Section 4; and Exhibit A.

Condition #19: The Great Northern Heights Phase 3 preliminary plat and planned unit development is approved for three years from the Council action.

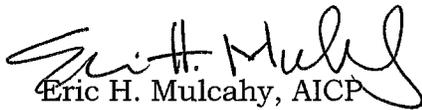
This condition is met.

Condition#20: The number of lots on the west side of Brimstone Drive shall not exceed 12.

This condition is met. There are now 12 lots on the west side of Brimstone Drive.

A title report and consent to plats are included with this application. Taxes are paid in full. Should you have any questions regarding this final plat application, please contact me at 755-6481.

Sincerely,


Eric H. Mulcahy, AICP
Sands Surveying Inc.

Attachments:Final Plat Application ()

Subdivision Improvements Agreement (11/12/14)

Letter of Credit-Glacier Bank for \$88,613.90 (11/12/14)

Wetland Buffer Restoration Financial Guarantee \$42,882.00

(2) Letters – Whitefish Public Works Department (2/28/14 & 5/2/14)

Email – Whitefish Fire Marshall (9/25/14)

Buffer Averaging Exhibit

MDEQ approvals EQ#14-1874 (6/17/14)

Letter – USPS (2/28/14)

CC&R's Great Northern Heights Phase 3 Subdivision (Signed not yet recorded)

Title Report – Alliance Title: Guarantee No. G-2222-000065183; File No. 61475 (9/8/14)

Consent to Plat – Glacier Bank (10/20/14)

Tax Certification (10/15/2014)



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

This Form is for Subdivisions Only

BY : Sands

FOR : Hilltop Partners LLC

DATE : 03/13/2014

DESCP : Great Northern Heights PH 3 (L2
Askew Sub EX TR A & B in
12-30-22)

PURPOSE : Sub

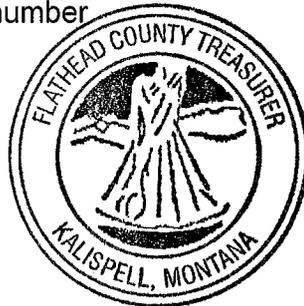
YEARS

ASSESSOR #

2010 thru 2013

0670700

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



Sue Waggener

Deputy Treasurer
(seal)

OCT 15 2014



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

This Form is for Subdivisions Only

BY : Sands

FOR : Hilltop Partners LLC

DATE : 03/13/2014

*updated
11/17/14*

DESCP : Great Northern Heights PH 3 (L2
Askew Sub EX TR A & B in
12-30-22)

PURPOSE : Sub

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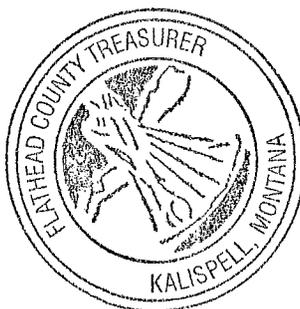
2014

(same)

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.

NOV 19 2014

[Signature]
Deputy Treasurer
(seal)





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

March 20, 2014

Tom Cowan
Carver Engineering
PO Box 2039
Kalispell MT 59903-2039

RE: Great Northern Heights, Phase 3
Municipal Facilities Exclusion
EQ#14-1779
City of Whitefish
Flathead County

Dear Mr Cowan;

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

cc: City Engineer
County Sanitarian
file



Steve Bullock, Governor

655 Timberwolf Parkway • Suite 3 • Kalispell, MT 59901-1215 • (406) 755-8985 • FAX (406) 755-8977

June 17, 2014

Thomas M. Cowan
Carver Engineering, Inc.
1995 Third Avenue East
Kalispell, MT 59901

Re: City of Whitefish PWSID#MT0000357
Great Northern Heights, Phases 3 and 3A
Water and Sewer Extensions – Approval (Renewal of Project EQ#07-3204)
EQ# 14-1874

Dear Mr. Cowan:

Thank you for the additional information received May 2, 2014, along with the original design report and plans and specifications for the proposed water and sanitary sewer mains intended to serve Phases 3 and 3A of Great Northern Heights within the City of Whitefish, received March 28, 2014, under the seal of Thomas M. Cowan, PE#10323. The project was originally approved under EQ#07-3204. The design report and plans and specifications were reviewed in accordance with Department Circular Design Standards DEQ-1, 2006 Edition and Circular Design Standards DEQ-2, 2012 Edition. Due to the change in public sewage design standards from the original EQ#07-3204 project, MDEQ is required to provide a full review of this proposed sewer collection.

The City of Whitefish approval of the plans was originally granted on June 6, 2007 and with a renewed approval letter received May 21, 2014. Additionally, the City of Whitefish provided additional information pertaining to their water system storage capacity on June 13, 2014. This included a reassessment of fire flow requirements within Whitefish, assessed as 2750 gpm for 2 hours.

The Municipal Facility Exclusion (MFE) was previously granted March 20, 2014. As such, the on-site stormwater design and plans are directly reviewed and approved by the City of Whitefish.

The water and sanitary sewer improvement plans and specifications, received March 28, 2014, proposed to serve Great Northern Heights Phase 3 and 3A, are hereby approved. One copy of the plans and specifications bearing the approval stamp of the Department of Environmental Quality is enclosed. A second set will be retained as Department Record.

The water and sanitary sewer infrastructure is approved to serve 14 townhome lots and 22 single-family residential lots within Great Northern Heights – Phase 3 and 3A. Of these lots, existing infrastructure installed in earlier phases of construction provides service to 12 townhome lots and two single family residential lots. The design peak water demand for this phase (domestic and irrigation) is 115 gpm. The fire flow requirement is 1000 gpm for 2 hours. The design peak wastewater outflow from this phase is 48 gpm.

In general, the water main extension consists of: approximately 970 feet of 10-inch diameter C-900 DR18 PVC water main, four fire hydrant assemblies, three gate valves, two connections to existing water main and one end cap. (Approximately 450 feet of 10-inch diameter C900 PVC water main exists as a part of previous phases.) Fire flow modeling indicates that 1000 gpm is available at a residual pressure of 48 psi after a 2 hour fire event.

The sanitary sewer collection system consists of approximately 680 feet of 8-inch diameter SDR35 PVC gravity sewer main, 4 new manholes (one of which is a drop manhole), 230 feet of 2-inch diameter SDR 11 HDPE sewer force main and one cleanout. Five lots will be served by pressure sewer services, which include 1.25-inch diameter SDR11 service pipe (either PVC or HDPE), check valve, curb stop and individual E-One grinder pumps, connecting each individual home to the 2-inch diameter sanitary sewer force main. The individual grinder pumps serving each lot will be an Environment-One E-One Model "DH071-93" unit for outdoor installation or an E-One Model "DH071-44" unit for indoor installation.

Approval is given with the understanding that any deviation from the approved plans and specifications will be submitted to the Department for reappraisal and approval. Prior to operation of the public water and sewer system improvements, certification by the project engineer that the constructed system components were completed in accordance with plans and specifications must be submitted to the Department. Within 90 days following completion of the project, a complete set of "as-built" record drawings must be signed, stamped and submitted to the Department.

It is further understood that construction will be completed within three years of this date. If more than three years elapse before completing construction, plans and specifications must be resubmitted and approved before construction begins. This three-year expiration period does not extend any compliance schedule requirements pursuant to a Department enforcement action against a public water or sewage system.

Department approval of this project covers only those portions of the plans and specifications that are subject to the Department's review authority under the Public Water Supply Laws (MCA 75-6) and the Administrative Rules promulgated thereunder (ARM 17.38). This approval does not cover items found within the plans and specifications that are outside of the Department's review authority, including but not limited to: electrical work, architecture, site grading or water and sewer service connections.

Thank you for your efforts regarding this submittal. If you have any further questions, please contact me at (406) 755-8979 or egillespie@mt.gov

Sincerely,



Emily J. Gillespie, P.E.
Public Water Supply and Subdivisions Bureau

cc: John Wilson, Whitefish Public Works
Wendee Jacobs, Flathead County Environmental Health
MDEQ Plan Review File, MDEQ PWS File#MT000357

GUARANTEE

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, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

ISSUED BY

STEWART TITLE GUARANTY COMPANY

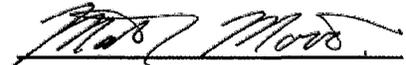
a corporation, herein called the Company,
GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Countersigned by:


Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Main Office
211 South Main Street
Kalispell, MT 59901
Agent ID: 260052





Denise Carraux
Secretary

Page 1 of
Serial No.

G-2222-000065183

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this 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. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (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 by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to 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 on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) 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 assurances provided.
3. **Notice of Claims 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 under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **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.
5. **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 4 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 5(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.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 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.
7. **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 the 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 option under Paragraph 5, 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 prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **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 stated in Paragraph 2.

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;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 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.

9. **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.

10. **Reduction of Liability or Termination of Liability** – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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 P.O. Box 2029, Houston, Texas 77252-2029.

**SUBDIVISION GUARANTEE
SCHEDULE A**

File No.: 61475

Guarantee No.: G-2222-000065183

Date of Guarantee: September 08, 2014 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$125.00

A. Assured:

Sands Surveying

B. Assurances:

1. Description of the land:

A tract of land, situated, lying and being in the West Half of the Northeast Quarter of Section 12, Township 30 North, Range 22 West, P.M.M., Flathead County, Montana, and more particularly described as follows to wit:

Beginning at the southwest corner of the Northwest Quarter of the Northeast Quarter of Section 12, Township 30 North, Range 22 West, P.M.M., Flathead County, Montana, which is a found iron pin; thence North 00°30'49" West 1022.53 feet to a found iron pin; thence South 68°08'35" East 51.86 feet to a found iron pin; thence South 39°34'23" East 239.73 feet to a found iron pin on the northerly R/W of a 60 foot city street known as Brimstone Drive; thence leaving said R/W South 34°55'09" East 60.00 feet to a found iron pin on the southerly R/W of said Brimstone Drive; thence leaving said R/W South 38°57'42" East 75.71 feet to a found iron pin; thence South 13°20'58" East 129.23 feet to a found iron pin; thence South 16°14'16" West 83.55 feet to a found iron pin; thence South 88.00 feet to a found iron pin; thence South 18°27'39" East to a found iron pin; thence South 34°55'11" East 85.12 feet to a found iron pin; thence South 25°45'51" East 141.06 feet to a found iron pin on the northerly R/W of a 60 foot city street known as Great Northern Drive; thence along said R/W North 89°46'55" West 259.71 feet to a found iron pin and the P.C. of a 15.00 foot radius curve, concave northeasterly, having a central angle of 89°16'55"; thence along an arc length of 23.37 feet to a found iron pin on the easterly R/W of said Brimstone Drive; thence along said R/W North 00°30'00" West 18.45 feet to a found iron pin; thence leaving said R/W South 89°30'00" West 60.00 feet to a found iron pin on the westerly R/W of said Brimstone Drive; thence along said R/W South 00°30'00" East 92.51 feet to a found iron pin; thence leaving said R/W North 89°46'55" West 109.99 feet to the point of beginning.

2. Name of Proposed Subdivision Plat or Condominium Map:

Great Northern Heights, Phase 3

3. That the only hereafter named parties appear to have an interest showing in the public records affecting the land necessitating their execution of the name proposed plat or map area as follows:

Hilltop Partners, LLC, a Montana Limited Liability Partnership-Vested Owner
Glacier Bank-Beneficiary

File No.: 61475

Guarantee No.: G-2222-000065183

SUBJECT TO:

1. Real estate taxes or special assessments for the year(s) 2014, that are not yet due or payable.
2. For informational purposes only, do not rely upon for a tax payment. Flathead County records indicate the taxes for the year 2013 are:
FIRST HALF: \$841.29 PAID
SECOND HALF: \$841.25 PAID
TOTAL: \$1,682.54
Assessor No.: 74-0670700
Tax Roll No.: 44174
Affects: Premises and other property
3. Delinquent water and sewer charges of the City of Whitefish, if any.
4. Easement as may be necessary or convenient in removing timber or timber products, reserved in instrument recorded May 29, 1942 as Document #2007, in Book 248, page 174, records of Flathead County, Montana.
5. Easement for transmission line and related purposes granted to Mountain States Power Company, by instrument recorded May 2, 1947 as Document #2137, in Book 279, page 400, records of Flathead County, Montana.
6. Easements for road and utility purposes, notice given by instrument recorded April 16, 1982 as Document #5061, in Book 737, page 642, records of Flathead County, Montana.
7. Declaration of Conditions, Covenants, and Restrictions and any rights, provisions, powers, obligations, liens or charges as provided therein, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, contained in instrument recorded October 29, 1962 as Document #8203, in Book 450, page 277, records of Flathead County, Montana, and any amendments thereto, including but not limited to the following amendments: None
8. Easement for transmission line and related purposes granted Pacificorp, dba Pacific Power & Light Company, a corporation, recorded July 23, 1991 as Document #9120410210, records of Flathead County, Montana.
9. Terms and provisions regarding access control, contained in instruments recorded May 28, 1992 as Document #9214909370, April 13, 1993 as Document #9310312570 and May 5, 2006 as Document #200612508050, records of Flathead County, Montana.
10. Terms and provisions contained in Ordinance No. 96-14, regarding the Whitefish Urban Renewal District, recorded December 20, 1996 as Document #199635509310, records of Flathead County, Montana.
11. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey No. 11103, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

12. Provisions and conditions contained in Certificate of Approval by the State of Montana Department of Health and Environmental Sciences as attached to Certificate of Survey No. 11103.
13. Terms and provisions contained in Exchange Agreement, recorded August 5, 1998 as Document #199821708260, records of Flathead County, Montana.
14. Terms and provisions contained in Notice of Late-Comers Agreement, recorded January 20, 2004 as Document #200412008450, records of Flathead County, Montana.
15. Terms and provisions contained in Resolution No. 08-54, regarding annexation to the City of Whitefish, Montana, recorded October 23, 2008 as Document #200800029427, records of Flathead County, Montana.
16. Deed of Trust dated May 1, 2014 to secure payment of \$713,414.38, together with interest and any other obligations secured thereby, recorded May 2, 2014 as Document #201400007562, records of Flathead County, Montana.
Grantor: Hilltop Partners, LLC wata Hilltop Partners, LLC, a Montana Limited Liability Company
Trustee: First American Title and Escrow
Beneficiary: Glacier Bank
Affects: Premises and other property
17. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by the plat(s) of Proposed Plat of Great Northern Heights, Phase 3, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Survey/Plat, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973, (Sections 76-3-101 M.C.A. through 76-3-614 M.C.A.) and the regulations adopted pursuant thereto.

Easements, conditions and restrictions as disclosed or to be disclosed on proposed Survey/Plat to be recorded prior to or as part of this transaction.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Sterling Title Services - Kalispell Branch (Main) DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Sterling Title Services - Kalispell Branch (Main), and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Sterling Title Services - Kalispell Branch (Main), need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Sterling Title Services - Kalispell Branch (Main) notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Sterling Title Services - Kalispell Branch (Main) protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Sterling Title Services - Kalispell Branch (Main) collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Sterling Title Services - Kalispell Branch (Main), 211 South Main Street, Kalispell, MT 59901

BY: SANDS SURVEYING, INC.
 2 YALLOE LOOP
 GARDEN CITY, MT 59022
 PH: 406-733-8448

JOB NO. 57706 DWG. 46300
 DATE: DECEMBER 14, 2009
 FROM: TURNER ACRES
 OWNERS: GREAT NORTHERN LAND DEVELOPERS, L.P.
 FOR: B & B

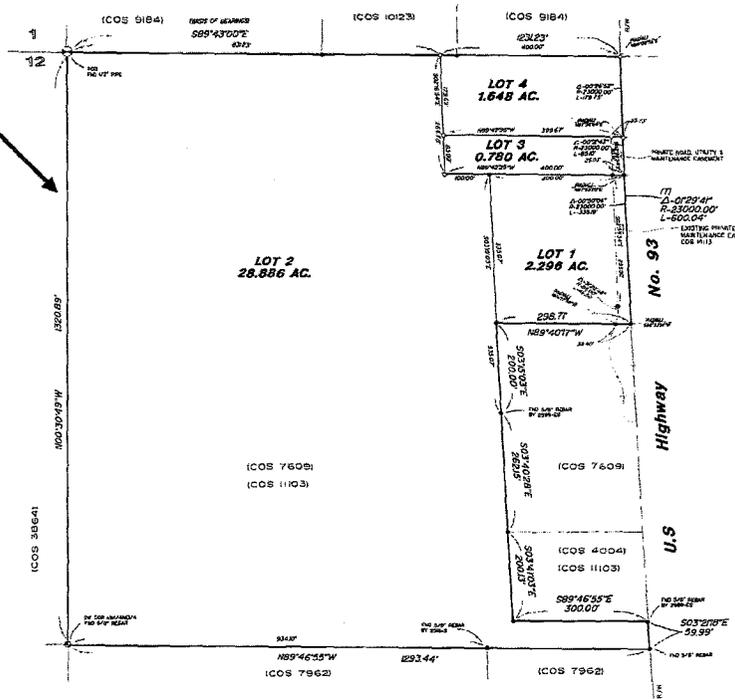
PLAT OF
ASKEW SUBDIVISION
 IN THE NW1/4NE1/4 SEC. 12, T.30N, R.22W, RM.M,
 FLATHEAD COUNTY, MONTANA

SCALE: 1" = 400'
 1" = 400'

TOTAL AREA: 33.610 AC.

LEGEND

- ◻ 4th CORNER HAS NOTICED
- ◻ 5th CORNER HAS NOTICED
- FOUND VOP BEING BY 7973-2
- SET 1/4" PLYWOOD BEARING WITH 1/2" PLASTER AND STAMPED SINCE 1973-2



CERTIFICATE OF SUBDIVISION

BEFORE ME, the undersigned authority, on this day personally appeared the person or persons whose names are subscribed to the foregoing plat and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

A STATE OF MONTANA Notary Public, My Comm. Expires 12/31/2011

WITNESSES at the execution of the foregoing plat were the persons named in the foregoing plat and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Notary Public, My Comm. Expires 12/31/2011

CERTIFICATE OF ATTORNEYS

We, the undersigned, being duly sworn, depose and say that we are attorneys at law for the persons named in the foregoing plat and that we have read the same and know the contents thereof and that the same were executed by the persons named therein for the purposes and consideration therein expressed.

Notary Public, My Comm. Expires 12/31/2011

THIS MAP IS UNLAWFUL IF REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SANDS SURVEYING, INC.

CERTIFICATE OF SURVEYOR

APPROVED: [Signature] 12/14/09
 STATE OF MONTANA)
 COUNTY OF FLATHEAD) SS

NOTARY PUBLIC: [Signature]
 My Comm. Expires 12/31/2011

SHEET 1 OF 1 SHEET

NOTE: LOTS 1, 3, 4 & 5 SHALL BE ACQUIRED BY THE MAP OF A PLATS 10000000

CONSENT TO PLATTING

Pursuant to Section 76-3-612, MCA, the undersigned, Glacier Bank of Whitefish, as beneficiary of a Deed of Trust dated May 1, 2014 to secure payment in the principle sum of \$713,414.38, recorded May 2, 2014 as Document #201400007562, hereby consents to the Platting of a tract of land to be known and named as **Great Northern Heights Phase, 3.**

IN WITNESS WHERE OF, said party has caused their name to be subscribed hereto on the 20th day of OCTOBER, 2014

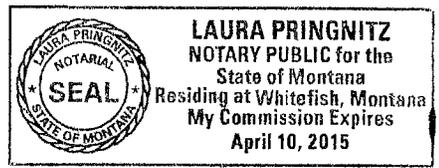
Shm
Signature:

SHANE MOSS VICE PRESIDENT
Printed Name and Title:

STATE OF MONTANA)
SS)
COUNTY OF FLATHEAD)

On this 20th day of OCTOBER, 2014, before me a Notary Public for the State of MONTANA, personally appeared whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

Laura Pringnitz
Signature:



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

After Recordation Return To:
Michael A. Ferrington
Attorney At Law
100 Second St. East
Whitefish, MT 59937

**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR
GREAT NORTHERN HEIGHTS SUBDIVISION PHASE 3**

THIS DECLARATION of Covenants, Conditions, Restrictions and Reservations is made this 11th day of June, 2014, by HILLTOP PARTNERS, LLC, ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the **GREAT NORTHERN HEIGHTS PHASE 3** in the City of Whitefish (the Property") and hereby subjects the Property to the Covenants, Conditions, Restrictions and Reservations ("Covenants") set forth in this document, each and all of which is intended for the benefit of the Property and for each Owner in the Property. These Covenants shall inure to the benefit of and pass with the Property and each Lot thereof, and shall apply to all Owners and their successors in title;

NOW THEREFORE, Declarant having established a general plan for the improvement and development of the Property, does hereby establish these Covenants upon which and subject to which all Lots and portions of Lots within said Property shall be improved or sold, and does hereby declare that the Property is and shall be held, transferred, sold and conveyed subject to the Covenants hereinafter set forth, all of which shall run with the land and will be binding upon all successors in title of Declarant.

**ARTICLE I
PROPERTY**

The Property which is and shall be held, transferred, sold and conveyed subject to the Covenants hereinafter set forth, is located in the City of Whitefish, Flathead County, Montana, and consists of the following tracts or parcels of land:

GREAT NORTHERN HEIGHTS PHASE 3, according to the map or plat thereof on file and of record, Clerk and Recorder, Flathead County, State of Montana.

**ARTICLE II
DEFINITIONS**

The following terms, as used in this Declaration, are defined as follows:

Lot shall mean each of the 21 tracts of land within the Property.

Onsite Roadways shall mean the roadways, constructed by Declarant for the purpose of providing access throughout the Property.

Owner shall mean the record owner of a fee simple title to any Lot within the Property and shall include contract buyers but not contract sellers. For voting purposes, there shall only be one vote per lot regardless of the number of owners of said lot.

Screened From View shall mean, with respect to any given object on a Lot, that the object is screened by a fence, hedge, other decorative improvement or native vegetation, such that the object is not or would not be visible to a person six (6) feet tall, standing on any part of any adjacent Lot or other property at an elevation no greater than the elevation of the base of the object being viewed.

**ARTICLE III
DEVELOPMENT PHILOSOPHY**

SECTION 1. *Purpose of Covenants:* The Property is being subjected to these Covenants to insure the most appropriate development and improvement of each Lot, to preserve and protect the natural beauty of the Property, and to enhance the property values of the lots within the property. This concept will be enhanced through comprehensive design, embodying the best qualities and techniques of site planning, engineering, architecture, landscape architecture, and overall design.

**ARTICLE IV
ARCHITECTURAL AND ENVIRONMENTAL REVIEW**

SECTION 1. *Architectural and Environmental Review Committee:* The Architectural and Environmental Review Committee ("the "Committee") shall consist initially of Declarant or their designees. At such time as two-thirds of the Lots have been sold and have had site and building plans approved by the Committee, the duties and responsibilities of the Committee . at the Developer's discretion, can be assigned to a Homeowner's Association (**the "Association"**). Provided, however, Declarant may, in its sole discretion, assign the duties and responsibilities of the Committee to a Homeowners' Association in writing at any time prior thereto. Once the duties of the Committee are assumed by the Association, the composition of the Committee shall be as provided in the Association's By-Laws.

SECTION 2. *Architectural and Environmental Control:* No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any addition to or change or alteration to any such building, fence, wall or other structure be made until the plans, specifications, and proposed construction schedule have been submitted to and approved by the Committee. The plans and specifications shall be submitted and reviewed in accordance with Sections 3 and 4 below, and shall show the nature, kind, shape, height, materials and location of the proposed structure, including proposed landscaping and exterior lighting. All plans must be reviewed by the Committee with an eye toward harmony of external design and location in relation to surrounding structures and topography, native vegetation and overall compatibility with surroundings and the development as a whole. The Committee shall have the exclusive authority and sole discretion in the approval of all plans submitted including as to the location of all improvements to reasonably maintain the view from existing improvements on other lots, and as to the exterior appearance including as to paint or stain color and as to roofing materials to be used. Absolutely no mobile or pre-manufactured homes shall be permitted, regardless of whether the same are placed upon a permanent foundation.

SECTION 3. *Plan Review Process:* In order to insure that the design standards for the Property are achieved, a submission of certain plans will be required. Plan submissions will also be required for significant revisions, alterations or additions to approved or existing improvements. Each plan submission will require two (2) sets of plans containing the specific information described below. The plan submission for each new improvement or development and each significant revision, alteration, addition, or change of use shall be accompanied by a review fee as may be set by the Committee. All submitted plans will be reviewed by the Committee for acceptability of design and compliance with these Covenants and the development philosophy of the Property. Upon completion of review by the Committee, one set of plans will be returned to the applicant along with a letter summarizing comments, recommendations, requirements, and findings. The returned plans will be marked "APPROVED", "APPROVED SUBJECT TO CONDITIONS", or "NOT APPROVED". Approvals are valid for one (1) year from the date of the written notice of approval. If construction is not commenced within such one (1) year period, plans must be resubmitted and a new approval secured.

3a) In the event that the Committee does not approve the plans or imposes conditions pursuant to these covenants, conditions and restrictions, not acceptable to the owner, the owner may seek a variance from any such decision. The committee shall review any request for a variance and shall approve or deny the same within 30 days of receipt of written request for variance; should the Committee fail to provide a response within 30 days, the request for variance shall be deemed denied;

3b) In granting or denying a variance, the Committee shall so act when (i) reasonable circumstances dictate such as unusual topography, natural obstructions, hardship or aesthetic or environmental considerations, and (ii) when construction in substantial accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing and anticipated uses of adjoining properties, or construction, if not disapproved would have a significant detrimental effect on adjoining and/or nearby properties within the subdivision. To that end, a variance shall not be authorized unless the Architectural Control 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 and which do not apply to other properties within the Great Northern Heights Subdivision and, (ii) that such special conditions 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 the Great Northern Heights Subdivision.

SECTION 4. *Required Plans:* At a minimum, the following plans must be submitted to the Committee:

a. Construction plans to a scale of 1/8 inch for all structures with consideration given to site utilization, engineering, architectural design and phasing.

b. Site and landscape plans to a scale of 1" = 20' - 0" for all site disturbances with consideration given to vegetation, pedestrian and equestrian circulation, grading, drainage, exterior lighting, fences, driveways, parking, utilities and phasing.

c. A site plan to an appropriate scale depicting the entire lot and the relative location of all proposed development within the lot.

SECTION 5. *Adoption of Guidelines:* The Committee shall have authority to adopt and publish guidelines setting forth the procedures and criteria for review of structures and other site improvements or modifications so long as such guidelines are not inconsistent with and are no less restrictive than these Covenants. The Appendix A Design Guidelines (pages 1-5) of Great Northern Heights Phase 1, found within the document of record #200527811400, Flathead County Records, shall be incorporated herein by reference as the minimum guidelines for Architectural Review and applied hereto unless inconsistent with any provisions of these CCRs, in which case these CCRs shall prevail.

SECTION 6. *Committee's Response:* The Committee shall have thirty (30) days within which to complete its review and approve, modify or reject a proposal once a complete set of plans have been submitted along with the requisite \$200.00 plan review fee. In the event the Committee fails to respond to a proposal within such thirty (30) day period, the Owner shall then be permitted to commence construction in accordance with the submitted plans, but any deviation from such plans which in the judgment of the Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plans and elevations as submitted.

SECTION 7. *Continuing Responsibility:* The Committee shall have a continuing role in the approval and disapproval of proposed changes from the original design and construction, including without limitation, exterior remodeling, changes of color, exterior lighting, provision for wood storage, exterior clotheslines, recreational equipment (swimming pools, swing sets, basketball goals, tennis courts, etc.) and exterior pet and animal facilities. No such changes or additions will be permitted unless approved by the Committee, which may, in its discretion, waive the requirement that plans and specifications be submitted for such changes.

SECTION 8. *Committee Enforcement:* If the Committee, upon its own inspection or upon receiving a complaint, determines that any Owner is in violation of the committee's standards or guidelines, or has failed to properly maintain his Lot or any permanent improvement thereon, including necessary repairs, or has constructed or made any change to any improvement not in conformance with an approved plan, or is otherwise in violation of these Covenants, the Committee shall notify the Owner in writing. Such notice shall contain a statement of the nature of the nonconformity or violation and the steps needed to remedy it. If such remedial steps are not taken within a reasonable time, the Committee shall notify the Association (or act on its own

should there be no Association) which may itself, after written notice to the Owner and failure of such Owner to comply, undertake remedial measures and charge the Owner an assessment for any sums expended by it in so doing. Any such assessment shall become a lien against the Lot so assessed and the personal obligation of the Owner to the same extent as those liens described in Article VII, Section 2 herein.

ARTICLE V PROTECTIVE COVENANTS AND DEVELOPMENT GUIDELINES

SECTION 1. *Land Use:* The Property may be used only for single family residential purposes and no structure shall be erected, placed or permitted to remain on a Lot other than one single family private residence, and subject to the rules and regulations of the City of Whitefish, one guest house, and related buildings such as shops, garages, incidental to residential use of the Lot.

There shall be no commercial use of the Property and no trade, craft, business, professional, religious, educational or other commercial activity may be conducted on any Lot, other than within a properly constructed 'shop'. Provided however, those businesses or professions conducted entirely within residential structures shall be permissible including woodworking or similar 'shops' which are fully enclosed. No traffic may be generated by such home activities in greater volume than would normally be associated with a residential dwelling. No equipment or process shall be used which creates visual or audible interference with any radio, television, or telephone receivers off the premises or which causes fluctuation in electrical line voltage to other parts of the development. All utilities shall be placed underground.

SECTION 2. *Subdivision of Lots:* No lot shall be subdivided into two or more lots or parcels. Boundary line adjustments are permitted if they do not create new Lots. Any change in boundary lines shall require that the owner install and maintain new boundary markers. Any boundary line adjustment shall be completed in compliance with State and County law. No boundary line adjustment shall diminish the number of lots in the subdivision for purposes of Association or Committee assessments.

SECTION 3. *Building Standards:* The following construction standards shall be followed for all building on the Lots:

a. Each home shall contain not less than the following square feet of main floor living space and shall be single or double story plus basement area. For purposes of this paragraph, porches, balconies and garages shall not be considered part of the living space:

Lots 13, 14, 15 16:	1,500 square feet.
Lots 1 - 12 & 17 - 21:	1,700 square feet on one level 2,000 square feet on more than one level

b. No structure of any kind, and particularly those commonly known as "mobile home", "modular home", "trailer", or other prefabricated structure designed to be hauled or moved on wheels or "boxed", "sheet metal", or "A-frame" construction, shall be built or moved onto any Lot for any purpose except as allowed in Article V, Section 11. No basement, garage, or other outbuilding, erected or placed on any Lot shall, at any time, be allowed or used as a residence, either temporarily or permanently except as otherwise permitted herein.

c. All buildings shall be permanent in nature and no temporary buildings or partly finished buildings or structures shall be erected moved on or placed upon a Lot. Only new materials may be used. However, used brick, beams and the like, on any integral part of the architecture of the building, will be allowed. All construction shall first be reviewed and approved pursuant to the provisions of Article IV as set forth above. All buildings constructed on a Lot shall be constructed in keeping with the location, terrain, and environment of the premises so as not to be unsightly.

d. All buildings, including garages, tool sheds, etc., shall be in keeping with the architecture of the other buildings located on the Lot, kept in good repair and appearance, and maintained in a sanitary condition. All out buildings shall maintain a similar exterior finish as the main residence as approved by the Architectural Review Committee. No metal or vinyl siding is allowed.

e. All construction, once begun, shall be completed as to exterior finish including siding and/or masonry, paint and roof. The construction area around each building constructed shall be, at least, rough graded prior to occupancy. All construction must be completed and building debris removed within the time frame set out in the approved construction schedule (but in no case longer than one year from the date of commencement of construction). The dwelling shall not be occupied until such time as the above work is completed including the installing and completion of all plumbing fixtures and utilities.

f. No building on any Lot shall have a roof or exterior siding which is silver or metallic colored, shiny or reflective, except by specific variance from the Committee. Only Class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures. Use of wood shake roofs, are allowed.

g. Each structure, once constructed on a Lot, shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. All structures (including fences) shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. If any structure is damaged in any way, the Owner shall exercise due diligence to rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Such repair or reconstruction shall be completed within nine (9) months of the casualty.

h. In regard to height and set back restrictions, State, County or City provisions shall apply.

i. All dwellings shall have house numbers which shall be visible from the Onsite Roadway serving the Lot either at the driveway entrance or on the house.

j. All electrical, telephone, cable TV and other utility lines shall be installed underground. No fuel tanks shall be maintained above or below ground on any lot other than approved liquid propane tanks.

k. If construction activity on any Lot should cause damage to the Onsite Roadways, the cost of repair of such roadway shall be borne solely by the Owner of said Lot. No oil drilling, gravel, sand or other operations or mining operations shall be permitted on any lot.

l. No Owner shall change or interfere with the natural drainage of any lot without prior written approval of an affected lot owner, and the approval of the City or County, if required.

m. Any fencing shall be subject to approval by the Committee; no chain link fencing allowed.

SECTION 4. *Seeding, Planting and Weed Control:* Noxious weeds shall be destroyed on a regular basis to prevent them from reaching seed stage. Whenever a structure is constructed or ground is otherwise disturbed on any Lot, the Owner of said Lot shall, within a reasonable time thereafter, plant a ground cover or other vegetation to restore the ground disturbed by said construction.

SECTION 5. *Signs:* No signs shall be placed on any Lot except name plates and one unlighted sign, not exceeding sixteen (16) square feet in surface area, advertising the sale of a Lot.

SECTION 6. *Pets and Livestock:* No livestock, goats, pigs, chickens or cows shall be kept or maintained on any Lot for any purpose. All pets maintained on any Lot must not create or cause a violation of any of the Covenants contained herein, such as an annoyance or nuisance or disturbance to the neighborhood or the residents of any of the other Lots. Common household pets such as dogs and cats may be kept on a lot for non-commercial purposes.

SECTION 7. *Lot Appearance and Garbage:* Except as provided herein, no part of any Lot shall be used as a dumping ground or used to store or place or otherwise place in open view on any part of the Real Property: trash, garbage, rubbish, refuse, or other solid waste or unsightly objects of any kind, including particularly inoperable automobiles, appliances and furniture. Each Owner shall avoid accumulation of such refuse or other material prohibited by these Covenants. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose.

SECTION 8. Nuisances: No noxious or offensive activity shall be carried on or permitted upon any of the Lots, nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. By way of illustration, and not of limitation, the discharge of firearms shall constitute a nuisance within the meaning hereof and, at the discretion of the Association, is expressly prohibited.

SECTION 9. Vehicles: All vehicles shall be parked in garages, driveways, or designated parking areas and no vehicle shall be permanently parked upon the Onsite Roadways. Each occupant shall be responsible to see that visitors and guests park on the Lots being visited; guests may also temporarily park on the Onsite Roadways. No semi-trucks, dump trucks, or heavy equipment shall be allowed to be kept or stored within the property. No inoperable vehicles are allowed to be stored on the Lots unless they are stored within a building.

SECTION 10. Antennas, Poles and Other Structures: TV, radio, satellite dishes and other antennae are permitted, however, the location, height and size of any such antennae or device must be approved by the Committee, which may include a requirement that such antennae or other device be Screened from View or painted to match the structure.

SECTION 11. Temporary Structures: No structure of a temporary character, trailer, mobile home, RV, tent, shack, garage, or other outbuilding shall be placed upon the Property or be used on any Lot at any time as a residence, either temporarily or permanently. A construction trailer may be allowed, with prior approval of the Committee, but only during the time of residential construction and must be promptly removed upon completion of construction. Guests of Owners may park motor homes or recreational vehicles on the Lot of such Owner and reside temporarily in such vehicles. Any such use of a Lot for a period exceeding two weeks must be approved by the board of directors of the Association or the Committee.

SECTION 12. Drainage/Sprinkler Control: Reasonable precaution shall be taken during construction and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be re-vegetated within a reasonable time in such a fashion as to minimize erosion. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow. No construction or landscaping will be allowed that adversely increases or changes the flow of water onto adjacent Lots. Any areas of negative drainage existing either prior or subsequent to the construction of improvements within the interior of platted lots shall be filled and graded to drain to the public right of ways.

ARTICLE VI HOMEOWNERS ASSOCIATION

There shall initially be no homeowners association, provided, however, the existing Great Northern Heights Homeowners Association for Phases 1 and 2, may be designated as the Homeowner's Association for Phase 3 whereby the by-laws and Association documents shall be deemed applicable to Phase 3.

Long Term Maintenance of Common Areas and Stormwater Drainage System: Prior to the formation of a Homeowners Association or joinder with the existing Great Northern Heights Homeowners Association, the Declarant shall be responsible for all costs in connection with the maintenance of the common areas and Stormwater Drainage System; the Developer shall establish a common area and Storm Water Drainage System maintenance fund to be used until a Homeowner Association is formed or joinder occurs with the existing Great Northern Heights Homeowners Association, at such time the HOA shall administer the long term maintenance of common areas and Stormwater Drainage System and fund the same through its annual and special assessments, all as described below; attached hereto as Exhibit 'A' and incorporated herein by reference, is the Stormwater Drainage System Maintenance plan to be followed.

**ARTICLE VII
ASSESSMENT/COLLECTION**

SECTION 1. *Assessment/Creation of Lien:* The Declarant (or any subsequent homeowners association, if applicable) shall from time to time establish and collect homeowners dues to be determined on a per lot basis. Said dues shall be used to pay the costs of any expenses not covered by the City for maintaining, repairing, and removing snow from the Onsite Roadways; any expenses not covered by the City for the costs of maintaining and repairing any drainage ditches, swales, or ponds; other costs incurred in connection with any common areas; any costs to enforce and administer these Covenants; or other subdivision expenses. Each Owner, by accepting a deed to, or land contractor for the purchase of a Lot, whether or not specifically so expressed in said conveying instrument, shall be deemed to agree and shall be bound to pay assessments established pursuant to the provisions of these Covenants, which will include regular annual assessments and special assessments. Assessments, whether special or regular, may be collected on a monthly, quarterly or yearly basis as determined by the Declarant or a Board of Directors (should a homeowners' association be formed or should the Great Northern Homeowner's Association govern Phase 3), together with interest, costs and reasonable attorney's fees incurred in the enforcement of the provisions of this article. The initial annual assessment fee per lot shall be \$150.00 payable at the close of each escrow for each initial sale.

SECTION 2. *Lien:* Assessments, as provided herein, together with any interest costs, and reasonable attorney's fees incurred in collecting same, shall be a charge on each Owner's Lot, and shall be a continuing lien against said Lot as of the date the assessment becomes delinquent. Said amount shall also be a personal obligation of the Owner of the Lot at the time when said assessment becomes due.

SECTION 3. *Purpose:* Assessments herein shall be used for the general purpose of acquiring and maintaining common area property of the subdivision and administering and enforcing the Covenants.

SECTION 4. *Assessments:* The Declarant shall levy regular annual assessments to cover the subdivision's annual operating budget. The Declarant shall levy special assessments when necessary to pay for unbudgeted expenses of the subdivision.

SECTION 5. *Rate:* Assessments shall be based on a per lot basis.

SECTION 6. *Assessment Period/Due Date:* The fiscal year shall end December 31st of each year. By December 15th of each year the Declarant shall determine the budget for the new year and the amount of the regular annual assessment.

Upon an Owner purchasing a Lot, his or her liability for regular assessments shall be prorated on a daily basis to the extent of the number of days remaining from date of purchase in any assessment period. Said proration shall be based on a 365-day year. Special assessments shall not be prorated.

SECTION 7. *Nonpayment of Assessments: Remedies:* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Declarant may bring an action against the Owner of the Lot in default as and on the basis of an account due, and/or foreclose the lien against said Lot. Such assessment obligation shall be a personal obligation of the Lot joint and several to each Owner or Owners. In addition to the amount of the assessment and interest thereon, in the event of any legal action to collect a delinquent assessment, the Declarant shall be entitled to recover its costs plus all attorney's fees incurred. An action to collect without foreclosure does not waive the lien or the right to foreclose. The Declarant shall have the right to purchase a Lot at a foreclosure sale.

SECTION 8. *Subordination of Assessment Lien:* The lien of any assessment provided herein shall be subordinate to any purchase money security interest for a Lot acquired herein or consensual lien for the construction of a residence herein when said lien secures the Owner's obligation for acquisition or construction.

**ARTICLE VIII
RESERVATION OF ROAD, DRAINAGE AND UTILITY EASEMENTS**

SECTION 1. *Reservation of Easements:* Declarant hereby reserves and retains the right over, under and across all rights-of-way for the Onsite Roadways and for necessary utility, drainage or access easements, including as and for the water system, as said Onsite Roadways or utilities pass over, across and through each Lot as more fully shown and depicted on the plat, for the purpose of ingress and egress to and from each Lot and for the purpose of locating, installing, erecting, constructing, maintaining or using underground electric and telephone lines, drainage ditches, swales, ponds and other utilities.

SECTION 2. *Expenses of Owner:* All costs for all utilities and telephone lines from the street shall be borne entirely by the Owner. Any Owner who shall place any building, improvement, shrub, hedge or tree on an easement or right-of-way reserved herein shall be required, at the request of any other affected Owner, Declarant, or utility company, to remove such structure, improvement or vegetation at such Owner's expense.

SECTION 3. *Road Maintenance Agreements of Record.* In addition to all provisions contained herein, each owner shall be subject to the provisions of any road maintenance agreements of record and/or as proscribed by the City of Whitefish.

**ARTICLE IX
INSURANCE**

Public liability and common area property damage insurance shall be maintained by Declarant until such time as an Association is formed. Thereafter, such insurance shall be purchased by the Association's Board of Directors, or acquired by assignment from Declarant, as promptly as possible following its election, and shall be maintained in force at all times, the premium thereon to be paid out of the Association's funds. The insurance shall be maintained with reputable companies authorized to do business in Montana. The policy shall name the Declarant, and/or the Association, its directors, officers, employees and agents in the scope of their employment, as insureds. This policy shall insure against, but may not be limited to, injury or damage occurring within any common area of the development.

**ARTICLE X
AMENDMENTS**

This Declaration may be amended from time to time by recording an instrument in writing signed by the Owners of at least two-thirds of the Lots then in existence. Amendments to be effective must be recorded in the office of the Clerk and Recorder of Flathead County, Montana.

**ARTICLE XI
ENFORCEMENT**

SECTION 1. *Who May Enforce Covenants:* Declarant, any subsequent Association, the Committee or any Owner shall have the right to enforce by any proceeding at law or in equity any or all of the Covenants, Conditions, Restrictions and Reservations as they may from time to time be amended, contained in this Declaration. The failure of Declarant, the Association, the Committee or any Owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter. Declarant shall not have the duty to take any affirmative action to enforce any restrictive covenants nor shall it be subject to any liability for its failure to so act. If any lot Owner violates these covenants or permits a violation thereof by members of his family, his invites or his licensees and fails to cure such violation within forty-eight (48) hours of having been notified thereof by an aggrieved lot Owner, the aggrieved lot Owner may initiate action to correct the offending condition and add the cost of such action, including court costs and attorney's fees, in any legal proceeding.

The covenants and restrictions contained herein are not intended to establish any type of duty to any intended, unintended, direct or indirect third party beneficiary or claimant, for liability purposes or in connection with any other claim except as to the enforcement of the same by the property owners within the subdivision.

SECTION 2. Enforcement by Committee: The Committee may notify any Owner violating any restrictive covenant 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 Committee, at the Owner's expense, may correct the deficiencies set forth in the notice. If the Owner fails to reimburse the Committee within thirty (30) days after receiving from the Committee or any formed Association a statement of the costs incurred in correcting the deficiencies, the Committee, or through the Association, may assess a lien in accordance with Article VII, Section 2 herein, or institute a civil action to collect such sum of money together with court costs and reasonable attorney's fees. No entry upon a Lot by the Committee or its agent for purposes of enforcing these Covenants may be deemed a civil or criminal trespass.

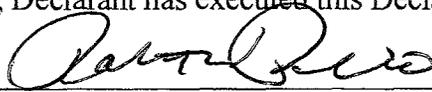
SECTION 3. Attorneys Fees and Costs: If any Owner, Declarant or the Committee commences legal proceedings to enforce any provisions of these Covenants, the prevailing party in such action shall be entitled to recover from the other party reasonable attorney's fees and costs of said action.

SECTION 4. Severability: Invalidation of any part of this document by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.

SECTION 5. Construction and Binding Effect: These Covenants shall be construed pursuant to the laws of the State of Montana and shall be binding upon and inure to the benefit of the heirs, successors and assigns of Declarant and all Owners, and time is of the essence in complying with these Covenants. These Covenants should be broadly construed to accomplish their intended purpose to promote a high quality development in harmony with its surroundings and the natural environment.

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

Declarant:



Hilltop Partners, LLC, by member Robert Pero

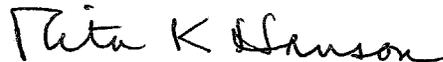
STATE OF MONTANA)

: ss.

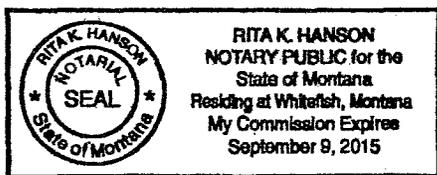
COUNTY OF FLATHEAD)

On this June 11, in the year 2014, before me, Rita K. Hanson, Notary Public for the State of Montana, personally appeared member Robert Pero on behalf of Hilltop Partners, LLC, 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 official seal the day and year herein above first written.



Notary Public for the State of Montana
Residing at Whitefish, Montana
My Commission expires: 9/9/2015



'A'

GREAT NORTHERN HEIGHTS, PHASES 3 & 3A STORMWATER DRAINAGE SYSTEM MAINTENANCE PLAN

INTRODUCTION:

This manual has been prepared for use by Great Northern Heights Homeowners Association (HOA) who is responsible for maintaining those portions of the Great Northern Heights, Phases 3 & 3A stormwater drainage system located outside of the public right-of-way. This manual presents general information on drainage system design and operation, and it presents maintenance requirements and scheduling to ensure continued effective and efficient system performance. Maintenance personnel should be familiar with the information provided in this manual to help ensure long system life, trouble-free operation, and a safe and presentable drainage system for the subdivision residents, guests and public who visit the Great Northern Heights development.

It is important that both the HOA, maintenance personnel and the subdivision residents understand that each has a responsibility in seeing that the drainage system is properly maintained. If any abandons their responsibilities, the investment can easily become a considerable and costly liability. Residents have the responsibility to make sure their properties are kept clean and free of debris that can be washed, blown or somehow conveyed to the stormwater detention ponds and adjacent wetland area. Maintenance personnel are responsible to make sure that functional parts of the drainage system are properly maintained and working as intended, and the HOA has the responsibility to provide the maintenance personnel with adequate equipment, manpower and support necessary to properly maintain the stormwater drainage system.

SYSTEM DESCRIPTION:

All new roads in Phases 3 & 3A have curbs and gutters and roads that are crowned along the centerline to direct runoff water to the respective gutters. Runoff water along Great Northern Drive, from its' intersections with Brimstone Drive and Granite Drive, flows to Catch Basin Nos. 3-1 & 3-2 located at a low point along the road near Lot T-13 in Phase 3A. Water is then be conveyed to the South Stormwater Detention Pond. Water that accumulates in the pond is then be discharged to the Wetland Area at a controlled rate. The pond is designed to detain runoff flows, allow most solids to settle out and provide a discharge flow rate less than or equal to the pre-development runoff flow rate from a 10-year storm event.

Runoff from Brimstone Drive, with the exception of the easterly side of Brimstone south of its intersection with Great Northern Drive, flows in a northerly direction to a Catch Basins Nos. 3-3 & 3-4 located near Lot 12. Water is then conveyed to the North Stormwater Detention Pond located just north of Lot 13 in Phase 3. Like the South Pond, the North Pond is designed to detain runoff flows, allow most solids to settle out and provide a discharge flow rate less than or equal to the pre-development runoff flow rate from a 10-year storm event.

Runoff from the southerly portion of Lots T-9 to T-20 in Phase 3A flows to and then along a new vegetated drainage swale constructed along the south property line. The drainage swale discharges at an existing excavated depression just east of Lot T-9. Runoff water from northerly portion of Lots T-9 to T-20 flows to Great Northern Drive and then flows along the south-side gutter to a Catch Basin #3-2 located near Lot T13. Runoff water from the southerly portions of Lots 20 and 21 in Phase 3 flows to Great Northern Drive and then along the north-side gutter to Catch Basin #3-1. As described above, water from CB Nos. 3-1 and 3-2 is be conveyed to the South Detention Pond.

Runoff from Lots 21, T-22 & T-23 in Phase 3A and from Lots 1 – 12 in Phase 3 flows to Brimstone Drive and then flows along the west-side gutter to Catch Basin No. 3-3 located near the southeast corner of Lot 12. Water is then conveyed to the North Detention Pond. Runoff water from easterly half of the Brimstone Drive right-of-way along Lots 13 – 20 in Phase 3 flows to east-side gutter and then along the gutter to Catch Basin #3-4. Water then flows to the North Detention Pond.

Runoff water from the southerly portions of Lot 20 and 21 and from all of Lot 19 in Phase 3, flows overland to the South Detention Pond. Water from Lots 13 - 18 flows overland, in a dispersed manner, first to the Wetland Buffer Area and then to the Wetland Area.

There are two (2) 24" HDPE culverts where Great Northern Drive crosses the wetland area at the south end of the subdivision in Phase 3A and where Brimstone Drive crosses the wetland area at the north end in Phase 3.

Catch Basins. Catch Basin Nos. 3-1 to 3-4 are located in the public right-of-way and are, therefore, the responsibility of the City of Whitefish to maintain. Each has a sump that extends 18" below the outlet pipe that is intended to trap settleable solids. It is important the City periodically pumps the catch basin sumps, a minimum of once each year is recommended, to help keep settleable solids from being flushed into the detention ponds. The HOA should check the catch basin sumps and notify the City when pumping is necessary.

Stormwater Detention Ponds. Each of the rock lined stormwater detention ponds has a forebay area at the inlet end that is about 18" deeper than the remainder of the respective ponds. These forebay areas are designed to trap sand, silt and other settleable solids to preclude carry-over and possible discharge to the wetland area. Because of this, it is important to periodically remove the accumulated material from the forebay areas to maintain proper pond operation.

There is an 18" diameter PVC drain basin, at the outlet end of each detention pond that is designed to allow the respective ponds to drain in between storm events and to control the rate of flow from the ponds so the discharge rate does not exceed the calculated pre-development runoff flow rate from a 10-year storm event. The drain basins in each pond are identical, with 8" inlet piping and 6" outlet and overflow piping.

Each detention pond has an emergency overflow that discharges to a grass-lined drainage swale through which overflow water is conveyed to the Wetland Area.

MAINTENANCE RESPONSIBILITIES:

It is important that the HOA, residents and maintenance personnel clearly understand how the drainage system was designed and constructed to operate so as to better understand how proper maintenance, or the lack thereof, affects system performance. If maintenance, maintenance of the catch basins by the City or maintenance of the detention ponds by the HOA is neglected, sand, silt and clay particles can be flushed through the detention ponds and into the receiving wetland area. In addition, the buildup of sediment in the detention ponds can plug the outlet piping causing the pond(s) to not drain between storm events or to cause water to flow through the emergency overflow without adequate treatment.

Therefore, it is important that maintenance personnel understand how the drainage system components are interrelated and how the lack of proper maintenance may adversely affect the effectiveness of the drainage system in treating runoff water and in controlling the quantity of water, and/or the rate at which water is, discharged from site. The maintenance activities presented in the table below, and the frequency of performing the individual activities, are essential to the performance and longevity of the drainage system and particularly the infiltration system. Effective long-term operation of the infiltration system requires a dedicated and routine maintenance inspection schedule.

ACTIVITY	FREQUENCY
CITY OF WHITEFISH RESPONSIBILITIES	
Sweep streets and gutters each spring after the snow melts off pavement.	One (1) Time/Year
Pump and clean catch basin sumps	One (1) Time/Year
GREAT NORTHERN HEIGHTS HOA RESPONSIBILITIES	
Inspect forebay in each detention pond	One (1) Time/Year
Pump or clean sand, silt, rocks and debris from forebays if more than 2 inches of accumulation is observed	As Required
Clean any material buildup from drain basins, around basin inlet piping and basin outlet piping.	At Least One (1) Time/Year
Inspect and clean, if necessary, the drain basin grates	At Least One (1) Time/Year
Inspect and clean, if necessary, the emergency overflows	At Least One (1) Time/Year
Inspect and clean the discharge drainage swale and discharge locations at the wetlands area.	At Least One (1) Time/Year

Accurate and legible reports or records are essential to the successful, long-term operation of the drainage system. Maintenance and administrative personnel can use these records as a guide in adjusting system maintenance activities or frequencies; they can be used as a guide in determining when major system components should be added or replaced; and they are of great importance in establishing a reliable record of performance and in justifying decisions, expenditures and recommendations. System records are the only sound basis upon which to plan for corrective measures or justify budgetary changes.

Maintenance records and reports for the Great Northern Heights stormwater drainage system shall be completed on a routine basis and the information shall be retained with all other important operation, maintenance and performance records for the Great Northern Heights HOA.

**SUBDIVISION IMPROVEMENT AGREEMENT
GREAT NORTHERN HEIGHTS, PHASE 3**

THIS AGREEMENT, made and entered into this 12TH day of NOVEMBER, 2014, by and between **Hilltop Partners, LLC**, 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 requires 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 subdivisions 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 proposed subdivision which is designated and identified as **Great Northern Heights, Phase 3**.

This agreement specifically includes the following improvements described on Exhibit "A" attached hereto and incorporated herein by reference, their projected construction completion date and estimated construction costs. All such improvements shall be done in a workman-like manner and shall be completed by **June 30, 2015**, a date at least sixty (60) days before the expiration of the collateral held by the City of Whitefish. 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 a guarantee of performance to install the above designated improvements, the Subdivider hereby and concurrently with the subscription and execution of this agreement and the City's Subdivision Regulations which require that a subdivider shall provide a financial security of 125% of the estimated total cost of construction of said improvements, provides the City of Whitefish, Montana with a guarantee in collateral in the amount of **\$ 88,613.90.**

The Subdivider does hereby confirm that said guarantee is from a bank or other reputable institution or individual and acceptable to the Whitefish City Council. This guarantee shall be deposited with the City of Whitefish and certify to the following:

- a. That the creditor guarantees funds in an amount equal to the cost, as estimated by the Subdivider, and approved by the governing body, of completing the required improvements.
- b. That if the Subdivider fails to complete the specified improvements within the required time period, the creditor will pay to the City of Whitefish 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 letter.
- c. That this letter of credit may not be withdrawn, or reduced in any amount, until released by the City of Whitefish, Montana.

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 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 Whitefish City Council does hereby agree that the public improvement guarantee provision has been satisfied for **Great Northern Heights, Phase 3**, 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.

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

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

HILLTOP PARTNERS, LLC

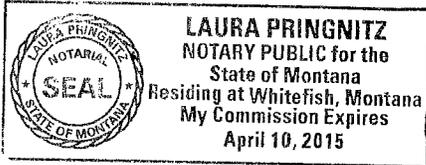
By: *Michael Morton*
Michael Morton, Managing Member

STATE OF MONTANA)
) ss.
County of Flathead)

On this 12TH day of NOVEMBER, 2014, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Michael Morton, Managing Member, Hilltop Partners, LLC, 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 official Notarial Seal, the day and year first above written.

(SEAL)



Signature of Notarial Officer

LAURA PRINGNITZ
Name of Notarial Officer (Stamped, Typed or Printed)

Title: NOTARY PUBLIC FOR THE STATE OF MT

Residing at: WHITEFISH, MT

My Commission expires: APRIL 10, 2015

This agreement is hereby approved and accepted by the City Council, City of Whitefish, Montana this ___ day of ___, 20__.

MAYOR John Muhlfeld
City of Whitefish, Montana

(SEAL)

ATTEST:

CITY CLERK, Whitefish, Montana

EXHIBIT "A"
CERTIFICATION OF WORK TO BE COMPLETED
GREAT NORTHERN HEIGHTS, PHASE 3

ROAD RELATED WORK

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	COMPLETED TO DATE November 11, 2014	
						QUANTITY COMPLETED	TOTAL COST COMPLETED
101	Excavation (Estimated 1,820 C.Y.)	Lump Sum	1	\$ 23,133.00	\$ 23,133.00	100%	\$23,133.00
102	Fill - Roads & Exist. Road Cut (Est. 2,240 C.Y.)	Lump Sum	1	\$ 59,750.00	\$ 59,750.00	100%	\$59,750.00
103	Stabilization Fabric (In Place)	S.Y.	6,340	\$ 0.13	\$ 824.20	6,340	\$824.20
104	1-1/2" Crushed Gravel (12" In Place)	C.Y.	2,140	\$ 33.00	\$ 70,620.00	2,140	\$70,620.00
105	3/4" Crushed Gravel (3" In Place)	S.F.	57,200	\$ 0.29	\$ 16,588.00	57,200	\$16,588.00
106	Hot Plant Mix Asphalt (4" In Place)	S.F.	42,280	\$ 2.25	\$ 95,130.00	42,280	\$95,130.00
107	Curb & Gutter	L.F.	2,944	\$ 3.65	\$ 10,745.60	2,944	\$10,745.60
108	Concrete Sidewalk w/ Gravel Base	L.F.	2,904	\$ 3.65	\$ 10,599.60	570	\$2,080.50
109	Handicap Ramps	Each	5	\$ 240.00	\$ 1,200.00	2	\$480.00
	SUBTOTAL ITEMS 101 - 109				\$ 288,590.40		\$279,351.30

WATER SYSTEM

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	QUANTITY COMPLETED	TOTAL COST COMPLETED
201	10" Water Main	L.F.	734	\$ 29.00	\$ 21,286.00	734	\$21,286.00
202	10" Miscellaneous Fittings	Each	7	\$ 850.00	\$ 5,950.00	7	\$5,950.00
203	10" Gate Valves & Boxes	Each	1	\$ 1,900.00	\$ 1,900.00	1	\$1,900.00
204	Fire Hydrants w/ Auxiliary Valves	Each	3	\$ 5,200.00	\$ 15,600.00	3	\$15,600.00
205	Remove Exist. Fire Hyd. & Aux. Valves	Lump Sum	1	\$ 1,200.00	\$ 1,200.00	1	\$1,200.00
206	Remove Exist. 10" Gate Valve & Box	Lump Sum	1	\$ 650.00	\$ 650.00	1	\$650.00
207	New 1" Water Services	Each	19	\$ 975.00	\$ 18,525.00	19	\$18,525.00
208	Relocate Existing 1-1/2" Water Services	Each	2	\$ 800.00	\$ 1,600.00	2	\$1,600.00
209	Remove Existing 1-1/2" Water Service	Lump Sum	1	\$ 900.00	\$ 900.00	1	\$900.00
210	Remove Existing 10" Water Main	Lump Sum	1	\$ 1,900.00	\$ 1,900.00	1	\$1,900.00
211	Connect to Existing 10" Water Main	Each	1	\$ 1,150.00	\$ 1,150.00	1	\$1,150.00
	SUBTOTAL ITEMS 201 - 211				\$ 70,661.00		\$70,661.00

SEWER SYSTEM

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	QUANTITY COMPLETED	TOTAL COST COMPLETED
301	8" PVC, SDR 35 Sewer Main	L.F.	417	\$ 26.00	\$ 10,842.00	417	\$10,842.00
302	2" HDPE, SDR 11 Sewer Force Main	L.F.	235	\$ 16.00	\$ 3,760.00	235	\$3,760.00
303	New 4' Diam. Manhole w/ Ring & Cover	Each	2	\$ 2,200.00	\$ 4,400.00	2	\$4,400.00
304	New Drop Manhole w/ Ring & Cover	Lump Sum	0	\$ 2,400.00	\$ -	0	\$0.00
305	Force Main Cleanout	Each	1	\$ 775.00	\$ 775.00	1	\$775.00
306	4" PVC Sewer Services on New Main	Each	14	\$ 750.00	\$ 10,500.00	14	\$10,500.00
307	4" PVC Sewer Services on Existing Main	Each	1	\$ 850.00	\$ 850.00	1	\$850.00
308	1-1/4" Pressure Sewer Services	Each	5	\$ 1,500.00	\$ 7,500.00	5	\$7,500.00
309	Extend Existing 4" Sewer Service (5 ft.)	Lump Sum	1	\$ 140.00	\$ 140.00	1	\$140.00
310	Remove Existing 4" Sewer Service	Lump Sum	1	\$ 650.00	\$ 650.00	1	\$650.00
311	Remove Existing 8" Sewer Main	Lump Sum	1	\$ 4,300.00	\$ 4,300.00	1	\$4,300.00
312	Remove Existing Manholes	Each	2	\$ 900.00	\$ 1,800.00	2	\$1,800.00
	SUBTOTAL ITEMS 301 - 312				\$ 45,517.00		\$45,517.00

DRAINAGE & MISCELLANEOUS WORK

COMPLETED TO DATE
November 11, 2014

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	QUANTITY COMPLETED	TOTAL COST COMPLETED
401	8" Storm Drain - PVC	L.F.	182	\$ 26.00	\$ 4,732.00	182	\$4,732.00
402	24" HDPE Culvert	L.F.	156	\$ 48.00	\$ 7,488.00	156	\$7,488.00
403	Catch Basins w/ Castings	Each	4	\$ 1,750.00	\$ 7,000.00	4	\$7,000.00
404	Drainage Swales	L.F.	430	\$ 4.90	\$ 2,107.00	430	\$2,107.00
405	North Stormwater Detention Pond	Lump Sum	1	\$ 9,800.00	\$ 9,800.00	100%	\$9,800.00
406	South Stormwater Detention Pond	Lump Sum	1	\$ 10,200.00	\$ 10,200.00	100%	\$10,200.00
407	Topsoil in Boulevards (4")	C.Y.	288	\$ 26.00	\$ 7,488.00	0	\$0.00
408	Place & Grade Topsoil (3") - Outside Blvd's	C.Y.	130	\$ 26.00	\$ 3,380.00	0	\$0.00
409	Landscape Work - Includes topsoil, plantings & seeding in stormwater detention ponds; preparation, plantings and seeding the wetland buffer area; boulevard trees and boulevard seeding	Lump Sum	1	\$ 34,305.50	\$ 34,305.50	0%	\$0.00
410	Fencing	Lump Sum	1	\$ 6,290.00	\$ 6,290.00	0%	\$0.00
411	Common Mailbox Site	Lump Sum	1	\$ 1,250.00	\$ 1,250.00	0%	\$0.00
412	Erosion Control - Silt Fence, Tracking Pad	Lump Sum	1	\$ 10,500.00	\$ 10,500.00	100%	\$10,500.00
	SUBTOTAL ITEMS 401 - 412				\$ 104,540.50		\$51,827.00

UTILITIES - TRENCHING, CONDUIT, VAULTS

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	QUANTITY COMPLETED	TOTAL COST COMPLETED
501	Utility Trench w/ Bedding	L.F.	1,595	\$ 6.00	\$ 9,570.00	1,595	\$9,570.00
502	Street Light Trench Only w/ Bedding	L.F.	145	\$ 6.00	\$ 870.00	145	\$870.00
503	2" Conduit w/ Pull Rope	L.F.	4,404	\$ 2.50	\$ 11,010.00	4,404	\$11,010.00
504	3" Conduit w/ Pull Rope	L.F.	2,787	\$ 3.50	\$ 9,754.50	2,787	\$9,754.50
505	4" Conduit w/ Pull Rope	L.F.	0	\$ 4.50	\$ -	0	\$0.00
506	3" Fiberglass Sweep	Each	1	\$ 80.00	\$ 80.00	1	\$80.00
507	2" PVC Sweep	Each	100	\$ 19.00	\$ 1,900.00	100	\$1,900.00
508	3" PVC Sweep	Each	24	\$ 26.00	\$ 624.00	24	\$624.00
509	1 Phase Transformer Vault	Each	5	\$ 780.00	\$ 3,900.00	5	\$3,900.00
510	3 Phase Transformer Vault	Each	0	\$ 1,150.00	\$ -	0	\$0.00
511	Street Lights w/ Bases	Each	9	\$ 850.00	\$ 7,650.00	0	\$0.00
512	Street Light Pull Boxes	Each	5	\$ 140.00	\$ 700.00	5	\$700.00
513	Install FEC Secondary Pedestals	Each	9	\$ 85.00	\$ 765.00	9	\$765.00
	SUBTOTAL ITEMS 501 - 513				\$ 46,823.50		\$39,173.50

SERVICE COSTS, FEES, ENGINEERING, SURVEYING & PERMITS

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	QUANTITY COMPLETED	TOTAL COST COMPLETED
601	Flathead Electric	LUMP SUM	1	\$ 25,877.00	\$ 25,877.00	100%	\$25,877.00
602	NorthWestern Energy	LUMP SUM	1	\$ 18,839.00	\$ 18,839.00	100%	\$18,839.00
603	City of Whitefish Review Fee	LUMP SUM	1	\$ 100.00	\$ 100.00	100%	\$100.00
604	MDEQ Review Fee	LUMP SUM	1	\$ 1,500.00	\$ 1,500.00	100%	\$1,500.00
605	Final Plat Fee	LUMP SUM	1	\$ 7,104.00	\$ 7,104.00	100%	\$7,104.00
606	Stormwater Discharge Permit	LUMP SUM	1	\$ 1,500.00	\$ 1,500.00	100%	\$1,500.00
607	Engineering, Design	LUMP SUM	1	\$ 29,652.27	\$ 29,652.27	100%	\$29,652.27
608	Engineering, Construction (Includes As Bults)	LUMP SUM	1	\$ 12,885.19	\$ 12,885.19	90%	\$11,596.67
609	Surveying, Construction	LUMP SUM	1	\$ 8,744.63	\$ 8,744.63	100%	\$8,744.63
610	Surveying, Legal	LUMP SUM	1	\$ 10,500.00	\$ 10,500.00	100%	\$10,500.00
	SUBTOTAL ITEMS 601 - 610				\$ 116,702.09		\$115,413.57

TOTAL PROJECT BUDGET

\$ 672,834.49

\$601,943.37

Work Items That Remain to be Completed

SUMMARY OF COSTS

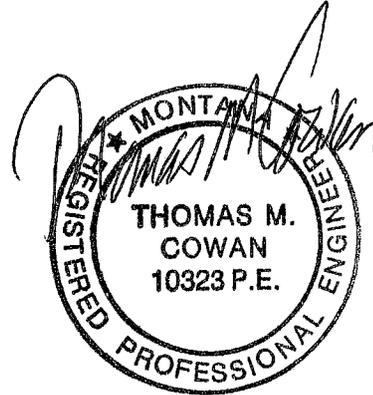
ORIGINAL TOTAL ESTIMATED COST OF CONSTRUCTION	\$ 672,834.49
AMOUNT COMPLETED PRIOR TO BONDING	<u>\$ 601,943.37</u>
AMOUNT OF REMAINING WORK PRIOR TO BONDING	\$ 70,891.12
AMOUNT OF BOND (125% OF REMAINING WORK)	\$ 88,613.90
AMOUNT OF WORK COMPLETED TO DATE	\$ 601,943.37
PERCENTAGE OF WORK COMPLETED TO DATE	89%
AMOUNT OF WORK REMAINING	\$ 70,891.12
ORIGINAL BOND AMOUNT	\$ 88,613.90
AMOUNT OF BOND TO BE RETAINED (125% OF REMAINING WORK)	<u>\$ 88,613.90</u>
BOND AMOUNT TO BE RELEASED	\$ -
AMOUNT(S) PREVIOUSLY RELEASED	\$ -
AMOUNT TO BE RELEASED AT THIS TIME	<u>\$ -</u>

AS PROJECT ENGINEER FOR GREAT NORTHERN HEIGHTS, PHASE 3, I CERTIFY THAT THE WORK LISTED HEREIN IS CORRECT. IN ADDITION, I CERTIFY THAT THE ASSOCIATED COSTS ARE REASONABLY ACCURATE ESTIMATES OF THE RESPECTIVE COSTS OF THE WORK.

THE VALUE OF CONSTRUCTION AND OTHER WORK COMPLETED TO DATE IS ESTIMATED TO BE	\$ 601,943.37
THE TOTAL VALUE OF REMAINING WORK, SERVICES AND FEES IS ESTIMATED TO BE:	\$ 70,891.12
SECURITY HELD AT 125% OF THE REMAINING COSTS SHOULD BE IN THE AMOUNT OF:	\$ 88,613.90

THEREFORE, IT IS IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT TO REDUCE THE TOTAL AMOUNT OF THE SECURITY HELD BY: \$0.00

THOMAS M. COWAN, P.E.





IRREVOCABLE STANDBY LETTER OF CREDIT

Place and Date of Issue:
Glacier Bank
November 12, 2014

Letter of Credit Number: 121401
Expiration Date: August 30, 2020
Automatically Renews No
Amount \$88,613.90

Beneficiary: City of Whitefish
418 East 2nd Street
Whitefish, MT 59937

Applicant: Hilltop Partners, LLC

Dear Sir or Madam,

We hereby issue in your favor this Irrevocable Standby Letter of Credit which authorizes you to draw on Glacier Bank, 319 E Second St, Whitefish, MT 59937 for the account of Hilltop Partners, LLC , in an amount not exceeding, in lawful money of the United States of America, \$88,613.90 (Eighty Eight Thousand Six Hundred Thirteen dollars and 90/100) at the request of Hilltop Partners, LLC.

If Hilltop Partners, LLC fails to meet the terms of the specified Subdivision Improvement Agreement on Phase 3 of Great Northern Heights within the time period set forth in the Improvement Agreement with a completion date of June 30, 2015, Glacier Bank, will pay your draft or drafts for such funds, to the limit of credit set forth herein, as are required to complete said maintenance. All drafts must indicate the number and the date of this Letter of Credit and be accompanied by a signed statement of an authorized official that the amount is drawn to complete or maintain landscaping.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007) Revision, International Chamber of Commerce Publication No. 600, and as to matters not addressed by the publication No. 600, shall be governed by and construed in accordance with the laws of the State of Montana and applicable U.S. Federal Law.

Except as stated herein, this undertaking is not subject to any conditions or qualifications whatsoever. Should you have any occasion to communicate with us regarding this credit , kindly direct you communications to me.

This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amended, amplified, or limited by any other representation or agreement not stated or expressly incorporated herein.

Glacier Bank

By: Shane Moss
Shane Moss, Vice President

319 E Second St
Whitefish, MT 59937
406-751-4934



IRREVOCABLE STANDBY LETTER OF CREDIT

Place and Date of Issue:
Glacier Bank
October 20, 2014

Letter of Credit Number: 121402
Expiration Date: June 30, 2020
Automatically Renews No
Amount \$42,882.00

Beneficiary: City of Whitefish
418 East 2nd Street
Whitefish, MT 59937

Applicant: Hilltop Partners, LLC

Dear Sir or Madam,

We hereby issue in your favor this Irrevocable Standby Letter of Credit which authorizes you to draw on Glacier Bank, 319 E Second St, Whitefish, MT 59937 for the account of Hilltop Partners, LLC, in an amount not exceeding, in lawful money of the United States of America, \$42,882.00 (Forty Two Thousand Eight Hundred Eighty Two Dollars) at the request of Hilltop Partners, LLC.

If Hilltop Partners, LLC fails to complete the specified Wetland Buffer Restoration on Phase 3 of Great Northern Heights within the time period set forth in the Improvement Agreement, being (June 30, 2015 to June 30, 2020) Glacier Bank, will pay your draft or drafts for such funds, to the limit of credit set forth herein, as are required to complete said maintenance. All drafts must indicate the number and the date of this Letter of Credit and be accompanied by a signed statement of an authorized official that the amount is drawn to complete or maintain landscaping.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007) Revision, International Chamber of Commerce Publication No. 600, and as to matters not addressed by the publication No. 600, shall be governed by and construed in accordance with the laws of the State of Montana and applicable U.S. Federal Law.

Except as stated herein, this undertaking is not subject to any conditions or qualifications whatsoever. Should you have any occasion to communicate with us regarding this credit, kindly direct your communications to me.

This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amended, amplified, or limited by any other representation or agreement not stated or expressly incorporated herein.

Glacier Bank

By: 
Shane Moss, Vice President

319 E Second St
Whitefish, MT 59937
406-751-4934

By: **SANDS SURVEYING, Inc.**
 2 Village Loop
 Kalispell, MT 59901
 (406) 755-6481

JOB NO: 242908 (163101.DWG)
 DRAWING DATE: OCTOBER 3, 2014
 FOR: ROB PERO
 OWNERS: HILLTOP PARTNERS, LLC
 ROBERT W. PERO REVOCABLE TRUST
 ROBERT W. PERO

**EXHIBIT OF
 Great Northern Heights, Phase 3
 Buffer Averaging Calculations**

A P.U.D. Of
 A Portion of Lot 2, Askew Subdivision
 In the W1/2NE1/4 SEC. 12, T.30N., R.22W., P.M.,M.,
 Flathead County, Montana

SCALE : 1" = 120'



LEGEND:



1/4 Corner (as noted)



1/16 Corner (as noted)



Found 1/2" Rebar & Cap (7975S)



Buffer Average Line
 (Lot Line or Stormwater
 Detention Area Boundary)



50' Offset to 2010 Wetlands



75' Offset to 2010 Wetlands



2010 Wetland Boundary



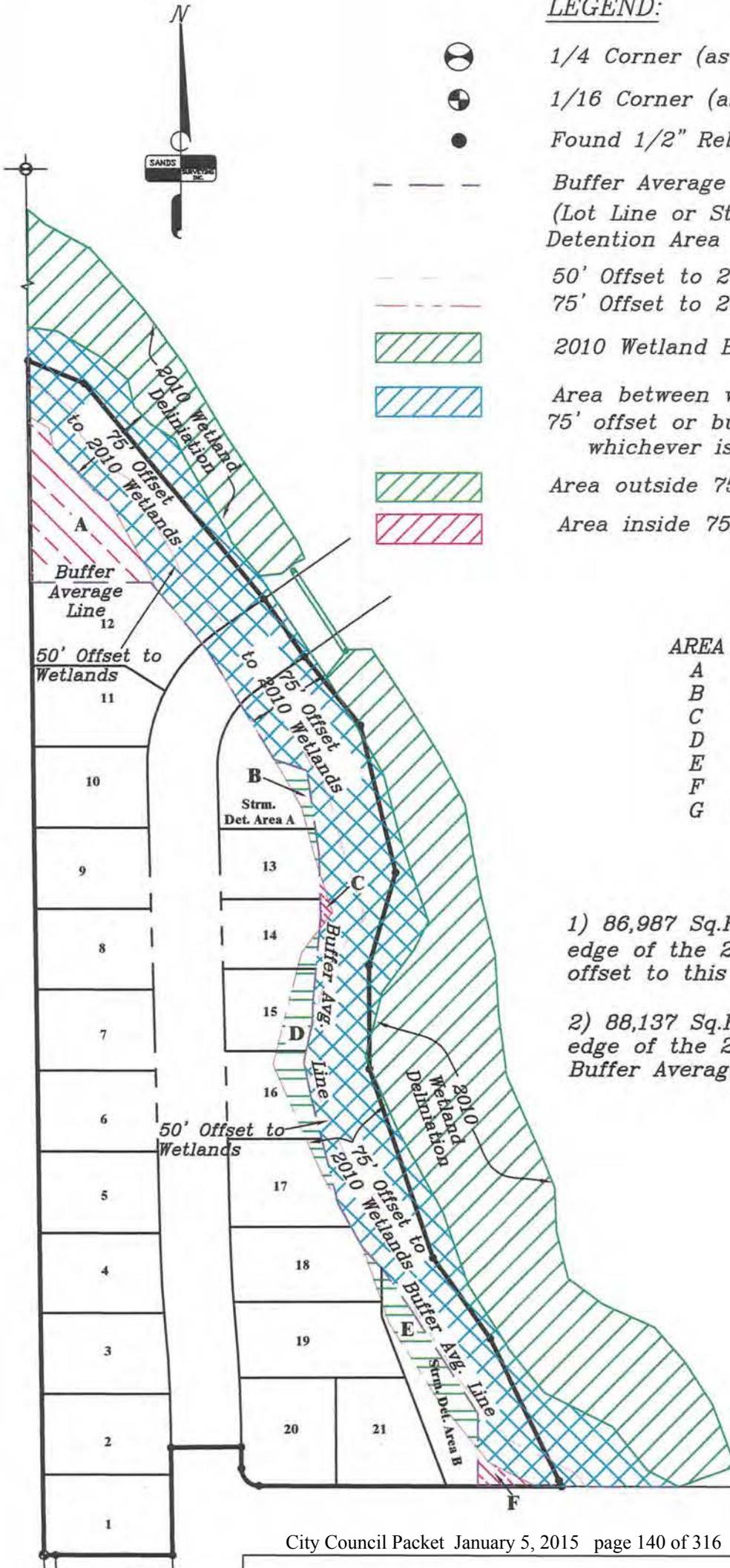
Area between wetland boundary &
 75' offset or buffer average line,
 whichever is less (Area G)



Area outside 75' Offset (Buffer Averaging)



Area inside 75' Offset (Buffer Averaging)



AREA	Sq.Ft.
A	8362.4
B	909.6
C	246.1
D	3828.8
E	3392.0
F	672.0
G	78856.4

1) 86,987 Sq.Ft. between the west edge of the 2010 wetlands and a 75' offset to this wetland edge.

2) 88,137 Sq.Ft. between the west edge of the 2010 wetlands and the Buffer Average Line.



February 28, 2014

Tom Cowan, PE
Carver Engineering
1995 Third Avenue East P.O. Box 2039
Kalispell Montana 59903-2039

RE: Great Northern Heights Phases 3&3A Water and Sewer Main Extension

Dear Tom:

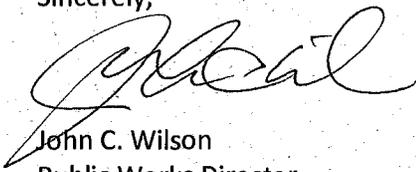
This letter is written in regard to the Great Northern Heights Phases 3&3A Water and Sewer Main Extension. The Public Works Department has reviewed and hereby approves your plans and specifications for water & sewer improvements. February 28, 2014 The City's Water and Wastewater facilities have adequate capacity to serve this project.

This approval is given with the understanding that any deviation from the approved plans and specifications must be reviewed and approved by the Public Works Department before any such changes can be implemented. Changes made without written approval may be subject to mitigation or removal, as determined by the Public Works Director.

Upon completion of construction, the project engineer shall certify and submit a set of complete and accurate record drawings to the City. The City will not accept the project as finished and water service may be withheld until record drawings have been submitted and approved as being complete and accurate.

Please schedule a pre-construction meeting with our Project Manager, Randy Reynolds, at your convenience and feel free to contact him at 863-2461 or 253-8602 if you have any questions.

Sincerely,



John C. Wilson
Public Works Director



Randy Reynolds
Project Manager

C: File
Corresp. File



May 2, 2014

Mr. Tom Cowan, P.E.
Carver Engineering
1995 Third Avenue East
Kalispell, Montana 59901

Re: Great Northern Heights Phase III – Review of Drainage and Erosion Control Plans

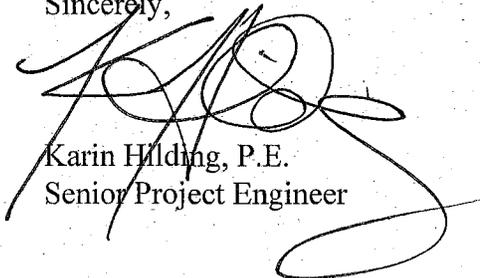
Dear Tom:

This letter is in regard to the Great Northern Heights Phase III Plans and Specifications. Your revised drainage and erosion control plans have been reviewed and approved by the Public Works Department. Approval is given with the understanding that any deviation from the approved plans and specifications will be submitted to the Public Works Department for review and approval. You will receive a separate letter from the City concerning review of the water and sewer system.

The erosion control Best Management Practices must be inspected on a regular basis and adequately maintained so that sediment is retained within the boundaries of the site and is prevented from being tracked onto City streets or entering the drainage system. A copy of the Erosion and Sediment Control Plan must be kept on site by the contractor. Ownership and maintenance of the drainage system outside of the City right-of-way is the responsibility of the Homeowners Association and is described in the HOA CC&R's.

Please contact the Public Works Department for a site inspection after the erosion control measures have been installed and prior to the start of construction. Please give me a call at 863-2450 if you have any questions.

Sincerely,



Karin Hilding, P.E.
Senior Project Engineer

cc: Wendy Compton-Ring

Subject: RE: Great Northern Hts. 3 & 3A
From: "Joe Page" <jpage@cityofwhitefish.org>
Date: 9/25/2014 8:29 AM
To: "Tom Cowan" <chappie@carvereng.com>

Tom,
Thanks for sending the PDFs
I'm happy with the placement of the hydrants
Sorry you had to wait
Thanks again

Chief Joe Page

-----Original Message-----

From: Tom Cowan [mailto:chappie@carvereng.com]
Sent: Tuesday, September 23, 2014 2:01 PM
To: Joe Page
Subject: Re: Great Northern Hts. 3 & 3A

Joe

See attached pdf's of our General Layout sheet and two water plan & profile sheets. I have red clouds around the hydrants - new and existing.

Tom Cowan

On 9/23/2014 12:39 PM, Joe Page wrote:

Tom,
Sorry
Chief and I are swapping positions so it's been a bit of a mess here
Do you have a PDF you could send over so I don't have to go through
the pile of drawings I have Thanks Joe

Chief Joe Page

-----Original Message-----

From: Tom Cowan [mailto:chappie@carvereng.com]
Sent: Tuesday, September 23, 2014 11:32 AM
To: Joe Page; Tom Kennelly
Subject: Great Northern Hts. 3 & 3A

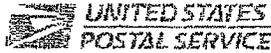
Just wondering if you have had an opportunity to look at the fire
hydrant layout for Great Northern Hts. Phases 3 & 3A that I dropped
off awhile back?

Please call or e-mail me if you have any questions.

Thanks!!

Tom Cowan
Carver Engineering

POSTMASTER
UNITED STATES POSTAL SERVICE



February 28, 2014

Re: Great Northern Heights, Phase 3
Whitefish, MT-Subdivision.

Dear Rob:

This letter is to acknowledge Postmaster approval to locate the mailbox units for the above subdivision at the NW corner of Great Northern DR and Granite DR in Whitefish, MT next to the existing units that service Phase 1 and Phase 2.

If you need further information please contact me. (406) 862-2151

Thank you,

A handwritten signature in black ink, appearing to read "S. White".

Scott White
Supervisor, Customer Service
Whitefish, MT 59937
(406) 862-2151

424 BAKER AVE.
WHITEFISH, MT. 59937-9998
406-862-2151
FAX:

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



December 30, 2014

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

Re: Final Plat for Great Northern Heights, 3A; WFP 14-06

Honorable Mayor and Councilors:

This office is in receipt of a final plat application from Sands Surveying, Inc. This is a 15-lot subdivision located on Great Northern Drive. The property is zoned WR-1/WPUD (One-Family Residential District with a Planned Unit Development overlay). Preliminary plat approval was originally granted by the City Council on November 17, 2008, subject to eighteen conditions. The applicant received a 2-year extension until November 17, 2013 and then received a 2nd extension by the Council until November 17, 2015.

The applicant is providing a Subdivision Improvements Agreement (SIA) for Phase 3A and 3 in the amount of \$88,613.90 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 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.

- Condition met. The final plat conforms to applicable City Codes.

Condition 2. Except as amended by these conditions, the development of the subdivision shall be in substantial conformance with the approved preliminary plat and labeled as “approved plans” by the city council.

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

Condition 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 (water, sewer, roads, storm water management, street lights, sidewalks, driveways, etc.) shall be designed and inspected 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.

- Condition met. See letters from Public Works dated 2-28-14 and 5-2-14.

Condition 4. 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. Public utilities shall only be located in road rights-of-way unless otherwise approved by the Public Works Director.

- Condition met. See letters from Public Works dated 2-28-14 and 5-2-14.

Condition 5. That necessary public improvement requirements to service this subdivision shall be designed and constructed by a licensed engineer and in accordance with the City of Whitefish's design and construction standards and the Whitefish Subdivision Regulations. The Public Works Department shall provide a letter stating that the plans and specifications for the development have been reviewed and approved in accordance with City standards or are otherwise not applicable.

- Condition met. See letters from Public Works dated 2-28-14 and 5-2-14.

Condition 6. 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. 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 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.

- Condition met. See letters from Public Works dated 2-28-14 and 5-2-14.

Condition 7. A Certificate of Subdivision Approval shall be obtained from the Department of Environmental Quality and written approval by the Whitefish Public Works Department approving the storm drainage, water and sewage treatment facilities for the subdivision. (§12-3-4-3.C, WCC)

- Condition met. See letters from Public Works dated 2-28-14 and 5-2-14 and letters from DEQ dated 3-20-14 and 6-17-14.

Condition 8. All utilities shall be placed underground.

- Condition is met.

Condition 9. The following notes shall be placed on the face of the plat:

- a. All house numbers will be visible from the road, either at the driveway entrance or on the house.
- b. All noxious weeds, as described by Whitefish City Code, shall be removed throughout the life of the development by the recorded property owner.

- Condition met. See notes a. and h.

Condition 10. That a common mail delivery site shall be provided by the developer and approved by the local post office.

- Condition met. See letter from USPS dated 2-28-14.

Condition 11. The Fire Marshal shall approve the placement and design of all fire hydrants prior to their installation and fire access. A letter shall be obtained from the Whitefish Fire Marshal stating that all of the required improvements comply with applicable fire codes and conditions of approval. (UFC and §12-5-20, WCC)

- Condition met. See email from Whitefish Fire Department dated 9-25-14.

Condition 12. No building permits shall be issued by the City of Whitefish until the applicant has received final plat, water and sewer lines are installed and inspected and an all-weather drivable surface is installed and inspected.

- Condition met. Water, sewer and roads are complete and have been inspected.

Condition 13. Boulevard trees shall be planted in accordance with the provisions of the Whitefish Subdivision Regulations. Species and spacing shall be approved in advance by the Whitefish Parks Department Director (§11-4, WCC).

- Condition met. This is a component of the Subdivision Improvement Agreement.

Condition 14. A uniform fencing system, no chain link, is required on the west boundary of Phase III.

- Condition met. This is a component of the CC&Rs and an existing fence is installed.

Condition 15. Prior to approval of the final plat, the applicant shall produce a copy of the proposed CC&R's for Great Northern Heights that provides for the long-term maintenance of the common areas (§12-2S-5.C.4, WCC).

- Condition met. This is a component of the CC&Rs.

Condition 16. 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.

- Condition met. This is a component of the SIA.

Condition 17. That a note shall appear on the face of the plat stating, "The neighboring agricultural use pre-dates the Great Northern Heights development and these agricultural uses are completely lawful. Trespassing without landowner consent, harassing livestock and destruction of property such as fences are illegal and can be enforced by the appropriate law enforcement agencies."

- Condition met. See note 'e' on the face of plat.

Condition 18. The preliminary plat is approved for three years from Council action (§12-3-3-1.E.6, WCC).

- Condition met. The preliminary plat was approved by the Whitefish City Council on November 17, 2008 and received two extensions. The preliminary plat now expires on November 17, 2015.

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 11-14-14)
Letter – applicant (11-14-14)

Treasurer's Certification (11-19-14)
Letter – DEQ, EQ#14-1708 (3-20-14)
Letter – DEQ, EQ#07-3204 (6-17-14)
Subdivision Guarantee, Stewart Title Company, No. G-2222-000065184 (9-8-14)
Consent to Plat, Glacier Bank, Shane Moss, 10-20-14
Conditions Covenants & Restrictions (6-11-14)
Subdivision Improvement Agreement with Engineer's Estimate (11-12-14)
Standby Letter of Credit (11-12-14)
Letter, Whitefish Public Works Department, John Wilson, 2-28-14
Letter, Whitefish Public Works Department, Karin Hilding, 5-2-14
Email, Whitefish Fire Marshal Joe Page, 9-25-14
Letter, USPS, Scott White, 2-28-14

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

c/wo/att: Eric Mulcahy, Sands Surveying, Inc 2 Village Loop Kalispell, MT 59901
Rob Pero, 1290 Birch Point Dr Whitefish, MT 59937

WFP 14.00

Whitefish Planning & Building Dept.
1055 C Baker Ave.
Whitefish, MT 59937
Phone: (406) 863-2410 Fax: (406) 863-2409

FINAL PLAT APPLICATION

Project / Subdivision Name: Great Northern Heights Phase 3A

Contact Person:

Name: Sands Surveying, Inc

Address: 2 Village Loop

Kalispell, MT 59901

Phone No.: (406) 755-6481

E-mail: eric@sandssurveying.com

Owner & Mailing Address:

Robert W. Pero

1290 Birch Point Drive

Whitefish, MT 59937

Date of Preliminary Plat Approval: November 17, 2008, A two year extension was granted in 2011, and the last two year extension was granted one Sptember 16, 2013. The Preliminary Plat will expire on November 17, 2015.

Type of Subdivision: Residential Industrial Commercial PUD Other

Total Number of Lots in Subdivision 15 Lots

Land in Project (acres) 2.930 Acres

Parkland (acres) N/A Cash-in-Lieu \$ N/A Exempt Provided in previous phases

No. of Lots by Type:

Single Family 15-Lots Townhouse _____ Mobile Home Park _____

Duplex _____ Apartment _____ Recreational Vehicle Park _____

Commercial _____ Industrial _____ Planned Unit Development _____

Condominium _____ Multi-Family _____

Legal Description of the Property Great Northern Heights Phase 3A (A portion of Lot 2 of Askew Subdivision in W1/2NE1/4 of Section 12, T30N, R22W, P.M.M., Flathead County).

FILING FEE ATTACHED \$ 5904.00

Minor Subdivision with approved preliminary plat	\$1,056 + \$200/lot
Major Subdivision with approved preliminary plat	\$2,574 + \$200/lot
Subdivisions with Waiver of Preliminary Plat	\$1,980 + \$200/lot
Subdivision Improvements Agreement	\$ 330

<u>Attached</u>	<u>Not Applicable</u>	<u>(MUST CHECK ONE)</u>
<u>X</u>	_____	Health Department Certification (Original)
<u>X</u>	_____	Title Report (Original, not more than 90 days old)
<u>X</u>	_____	Tax Certification (Property taxes must be paid)
<u>X</u>	_____	Consent(s) to Plat (Originals and notarized)
<u>X</u>	_____	Subdivision Improvements Agreement (Attach collateral)
_____	<u>X</u>	Parkland Cash-in-Lieu (Check attached)
<u>X</u>	_____	Maintenance Agreement
<u>X</u>	_____	Plats: 1 opaque OR 2 mylars
		1 mylar copy 1 signed blueline
		4 bluelines 4 bluelines, unsigned
		11X17 Copy 11X17 Copy

****The plat must be signed by all owners of record, the surveyor and the examining land surveyor.**

Attach a letter, which lists each condition of preliminary plat approval, and individually state how each condition has specifically been 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.

A complete final plat application must be submitted no less than **60 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. The Council must act within 30 days of receipt of the revised preliminary plat application and staff report. 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.

I certify that all information submitted is true, accurate and complete. I understand that incomplete information will not be accepted and that false information will delay the application and may invalidate any approval. The signing of this application signifies approval for Planning & Building staff to be present on the property for routine monitoring and inspection during the approval and development process.

****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.**



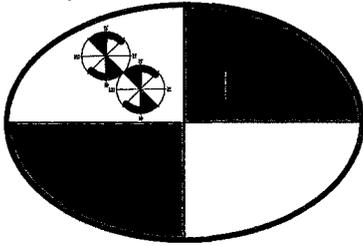
 Owner(s) Signature

10/10/14

 Date

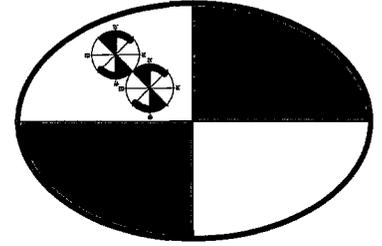
****A digital copy of the final plat in a Drawing Interchange File (DXF) format or an AutoCAD file format, consisting of the following layers:**

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



SANDS SURVEYING, INC.

2 Village Loop Road
Kalispell, MT 59901
406-755-6481
Fax 406-755-6488



November 14, 2014

City of Whitefish Planning and Building Department
P.O. Box 158
Whitefish, MT 59937

RE: Final Plat/PUD submittal for Great Northern Height, Phase 3A Subdivision

Dear Planning Office:

This cover letter is intended to give an overview of the conditions of approval and the supporting documentation for meeting the conditions for Great Northern Heights Phase 3A Subdivision and PUD. The City of Whitefish City Council granted approval of this Plat on November 17, 2008. Extensions were granted by the City Council, the latest being on September 17, 2013 with a new expiration date of November 17, 2015. Included with this packet is a Subdivision Improvements Agreement that covers both Phases 3 and 3A with a table calculating the amount of construction that remains incomplete. The SIA and Letter of Credit of \$88,613.90 is 125% of the cost remaining infrastructure.

Preliminary Plat Conditions:

Condition #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.

This condition is met. The final plat conforms to the applicable City Codes.

Condition #2: Except as amended by these conditions, the development of the subdivision shall be in substantial conformance with the approved preliminary plat and labeled as "Approved Plans" by the City Council.

This condition is met. The final plat conforms to the approved preliminary plat.

Condition #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, stormwater management, street lights, trails, sidewalks, driveways, etc.) within the development shall be designed and constructed by a licensed engineer and in accordance with the City of Whitefish's design and construction standards. The Public Works Director shall approve the design prior to construction. Plans for grading, drainage, utilities, streets, sidewalks and other improvements shall be submitted as a package and reviewed concurrently. No individual improvements designs shall be accepted by public works.

11-14-2014

Condition #8: All utilities shall be placed underground.

This condition is met.

Condition #9: The following notes shall be placed on the face of the plat:

- a. House numbers shall be located in a clearly visible from the road, either at the driveway entrance or on the house.
- b. All noxious weeds, as described by the Whitefish City Code, shall be removed throughout the life of the development by the recorded property owner.

This condition is met. The notes appear on the face of the final plat.

Condition #10: Common off-street mail facilities shall be provided by the developer and approved by the local post office.

This condition is met. See letter from the USPS 2/28/14. Installation of the mailboxes is covered in the SIA.

Condition #11: The fire Marshall shall approve the placement and design of all fire hydrants prior to their installation and fire access. A letter shall be obtained from the Whitefish Fire Marshal stating that all of the required improvements comply with applicable fire codes and conditions of approval.

This condition is met. See attached Email correspondence from Fire Chief Joe Page dated September 25, 2014.

Condition # 12: No building permits shall be issued by the City of Whitefish until the applicant has received final plat, water and sewer lines are installed and inspected and an all-weather drivable surface is installed and inspected.

This condition is met.

Condition #13: Boulevard trees shall be planted in accordance with the provisions of the Whitefish Subdivision Regulations. Species and spacing shall be approved in advance by the Whitefish Parks Department Director.

This condition is met.

Condition #14: A uniform fencing system, no chain link, is requires on the west boundary of Phase III.

This condition is met. A uniform smooth wire livestock fence in in place along the western boundary. Article V, Section 3.m. of the proposed CC&R's address new fencing subject to the HOA Architectural Committee and prohibits chain link.

Condition #15: Prior to approval of the final plat, the applicant shall produce a copy of the proposed Covenants, Conditions, and Restrictions (CC&R's) for Great Northern Heights that provides for the long-term maintenance of the common areas.

This condition is met. See attached CC&R's for Great Northern Heights, Phase 3a.

Condition #16: 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.

This condition is met. Weed management is included in the CC&R's (Article V, Section 4 and Section 12)

Condition #17: That a note shall appear on the face of the plat stating, "The neighboring agricultural use pre-dates the Great Northern Heights development and these agricultural uses are completely lawful. Trespassing without landowner consent, harassing livestock and destruction of property such as fences are illegal and can be enforced by the appropriate law enforcement agencies."

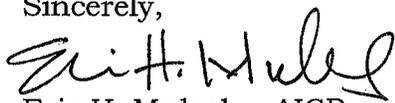
This condition is met. The note appears on the face of the Final plat.

Condition #18: This preliminary plat is approved for three years from Council action.

This condition is met. The preliminary plat was approved November 18, 2008 and received valid extensions from the Whitefish City Council with the expiration now being November 18, 2015.

A title report and consent to plats are included with this application. Taxes are paid in full. Should you have any questions regarding this final plat application, please contact me at 755-6481.

Sincerely,



Eric H. Mulcahy, AICP
Sands Surveying Inc.

Attachments: Final Plat Application (10/10/14)

Subdivision Improvements Agreement (11/12/14)

Letter of Credit-Glacier Bank for \$88,613.90 (11/12/14)

(2) Letters - Whitefish Public Works Department (2/28/14 & 5/2/14)

Email - Whitefish Fire Marshall (9/25/14)

MDEQ approvals EQ#14-1874 (6/17/14)

Letter - USPS (2/28/14)

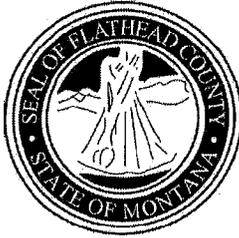
CC&R's Great Northern Heights Phase 3A Subdivision (Signed not yet

recorded)

Title Report - Alliance Title: Guarantee No. G-2222-000065184; File No. 61476 (9/8/14)

Consent to Plat - Glacier Bank (10/20/14)

Tax Certification (10/7/2014)



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

This Form is for Subdivisions Only

BY : Sands

FOR : Pero/Hilltop Partners

DATE : 01/08/2014

DESCP : Great Northern Heights PH 3A
 (Ptn of L2 Askew Sub & TR 7CJ in
 12-30-22)

PURPOSE : Plat

YEARS

ASSESSOR #

2009 thru 2013 _____

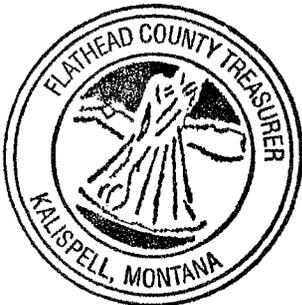
0670700 _____

0637272 _____

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.

OCT 07 2014

Judy Smith
 Deputy Treasurer
 (seal)





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
March 20, 2014

Tom Cowan
Carver Engineering
PO Box 2039
Kalispell MT 59903-2039

RE: Great Northern Heights, Phase 3A
Municipal Facilities Exclusion
EQ#14-1780
City of Whitefish
Flathead County

Dear Mr Cowan;

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

cc: City Engineer
County Sanitarian
file



Montana Department of
ENVIRONMENTAL QUALITY

Steve Bullock, Governor

655 Timberwolf Parkway • Suite 3 • Kalispell, MT 59901-1215 • (406) 755-8985 • FAX (406) 755-8977

June 17, 2014

Thomas M. Cowan
Carver Engineering, Inc.
1995 Third Avenue East
Kalispell, MT 59901

Re: **City of Whitefish PWSID#MT0000357**
Great Northern Heights, Phases 3 and 3A
Water and Sewer Extensions – Approval (Renewal of Project EQ#07-3204)
EQ# 14-1874

Dear Mr. Cowan:

Thank you for the additional information received May 2, 2014, along with the original design report and plans and specifications for the proposed water and sanitary sewer mains intended to serve Phases 3 and 3A of Great Northern Heights within the City of Whitefish, received March 28, 2014, under the seal of Thomas M. Cowan, PE#10323. The project was originally approved under EQ#07-3204. The design report and plans and specifications were reviewed in accordance with Department Circular Design Standards DEQ-1, 2006 Edition and Circular Design Standards DEQ-2, 2012 Edition. Due to the change in public sewage design standards from the original EQ#07-3204 project, MDEQ is required to provide a full review of this proposed sewer collection.

The City of Whitefish approval of the plans was originally granted on June 6, 2007 and with a renewed approval letter received May 21, 2014. Additionally, the City of Whitefish provided additional information pertaining to their water system storage capacity on June 13, 2014. This included a reassessment of fire flow requirements within Whitefish, assessed as 2750 gpm for 2 hours.

The Municipal Facility Exclusion (MFE) was previously granted March 20, 2014. As such, the on-site stormwater design and plans are directly reviewed and approved by the City of Whitefish.

The water and sanitary sewer improvement plans and specifications, received March 28, 2014, proposed to serve Great Northern Heights Phase 3 and 3A, are hereby approved. One copy of the plans and specifications bearing the approval stamp of the Department of Environmental Quality is enclosed. A second set will be retained as Department Record.

The water and sanitary sewer infrastructure is approved to serve 14 townhome lots and 22 single-family residential lots within Great Northern Heights – Phase 3 and 3A. Of these lots, existing Infrastructure installed in earlier phases of construction provides service to 12 townhome lots and two single family residential lots. The design peak water demand for this phase (domestic and irrigation) is 115 gpm. The fire flow requirement is 1000 gpm for 2 hours. The design peak wastewater outflow from this phase is 48 gpm.

In general, the water main extension consists of: approximately 970 feet of 10-inch diameter C-900 DR18 PVC water main, four fire hydrant assemblies, three gate valves, two connections to existing water main and one end cap. (Approximately 450 feet of 10-inch diameter C900 PVC water main exists as a part of previous phases.) Fire flow modeling indicates that 1000 gpm is available at a residual pressure of 48 psi after a 2 hour fire event.

The sanitary sewer collection system consists of approximately 680 feet of 8-inch diameter SDR35 PVC gravity sewer main, 4 new manholes (one of which is a drop manhole), 230 feet of 2-inch diameter SDR 11 HDPE sewer force main and one cleanout. Five lots will be served by pressure sewer services, which include 1.25-inch diameter SDR11 service pipe (either PVC or HDPE), check valve, curb stop and individual E-One grinder pumps, connecting each individual home to the 2-inch diameter sanitary sewer force main. The individual grinder pumps serving each lot will be an Environment-One E-One Model "DH071-93" unit for outdoor installation or an E-One Model "DH071-44" unit for indoor installation.

Approval is given with the understanding that any deviation from the approved plans and specifications will be submitted to the Department for reappraisal and approval. Prior to operation of the public water and sewer system improvements, certification by the project engineer that the constructed system components were completed in accordance with plans and specifications must be submitted to the Department. Within 90 days following completion of the project, a complete set of "as-built" record drawings must be signed, stamped and submitted to the Department.

It is further understood that construction will be completed within three years of this date. If more than three years elapse before completing construction, plans and specifications must be resubmitted and approved before construction begins. This three-year expiration period does not extend any compliance schedule requirements pursuant to a Department enforcement action against a public water or sewage system.

Department approval of this project covers only those portions of the plans and specifications that are subject to the Department's review authority under the Public Water Supply Laws (MCA 75-6) and the Administrative Rules promulgated thereunder (ARM 17.38). This approval does not cover items found within the plans and specifications that are outside of the Department's review authority, including but not limited to: electrical work, architecture, site grading or water and sewer service connections.

Thank you for your efforts regarding this submittal. If you have any further questions, please contact me at (406) 755-8979 or egillespie@mt.gov

Sincerely,



Emily J. Gillespie, P.E.
Public Water Supply and Subdivisions Bureau

cc: John Wilson, Whitefish Public Works
Wendee Jacobs, Flathead County Environmental Health
MDEQ Plan Review File, MDEQ PWS File#MT000357

GUARANTEE

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, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

ISSUED BY

STEWART TITLE GUARANTY COMPANY

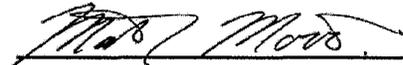
a corporation, herein called the Company,
GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Countersigned by:


Authorized Countersignature

stewart
title guaranty company



Matt Morris
President and CEO

Main Office
211 South Main Street
Kalispell, MT 59901
Agent ID: 260052





Denise Carraux
Secretary

Page 1 of
Serial No.

G-2222-000065184

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this 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. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (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 by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to 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 on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) 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 assurances provided.
3. **Notice of Claims 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 under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **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.
5. **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 4 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 5(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.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 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.
7. **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 the 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 option under Paragraph 5, 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 prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. 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 stated in Paragraph 2.

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;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 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.

9. 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.

10. Reduction of Liability or Termination of Liability – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 P.O. Box 2029, Houston, Texas 77252-2029.

**SUBDIVISION GUARANTEE
SCHEDULE A**

File No.: 61476

Guarantee No.: G-2222-000065184

Date of Guarantee: September 08, 2014 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$125.00

A. Assured:

Sands Surveying, Inc.

B. Assurances:

1. Description of the land:

A tract of land, situated, lying, and being in the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 12, Township 30 North, Range 22 West, P.M.M., Flathead County, Montana, and more particularly described as follows to wit:

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 12, Township 30 North, Range 22 West, P.M.M., Flathead County, Montana to a point; thence South 89°46'55" East, a distance of 109.99 feet to a point on the Westerly R/W of a 60 foot city street known as Brimstone Drive; thence along said R/W North 00°30'00" West, a distance of 92.51 feet to a point; thence leaving said R/W North 89°30'00" East, a distance of 60.00 feet to a point on the Easterly R/W of said Brimstone Drive; thence along said R/W South 00°30'00" East, a distance of 18.45 feet to a point on the P.C. of a 15.00 foot radius curve, concave Northeasterly, having a central angle of 89°16'55"; thence along an arc length of 23.37 feet to a point on the Northerly R/W of a 60 foot city street known as Great Northern Drive; thence along said R/W South 89°46'55" East, a distance of 409.83 feet to a point; thence leaving said R/W South 00°13'05" West, a distance of 60.00 feet to a point on the Southerly R/W of said Great Northern Drive; thence along said R/W South 89°46'55" East, a distance of 50.19 feet to a point; thence leaving said R/W South 00°30'25" East, a distance of 149.98 feet to a point; thence North 89°46'23" West, a distance of 644.05 feet to a point on the West boundary of the Southwest Quarter of the Northeast Quarter of said Section 12; thence along said boundary North 00°31'02" West, a distance of 149.88 feet to the Point of Beginning.

2. Name of Proposed Subdivision Plat or Condominium Map:

Great Northern Heights, Phase 3A

3. That the only hereafter named parties appear to have an interest showing in the public records affecting the land necessitating their execution of the name proposed plat or map area as follows:

Hilltop Partners, LLC, a Montana Limited Liability Company-Vested Owner
Robert W. Pero Revocable Trust-Vested Owner
Robert W. Pero-Vested Owner
Glacier Bank-Beneficiary

File No.: 61476

Guarantee No.: G-2222-000065184

SUBJECT TO:

1. Real estate taxes or special assessments for the year(s) 2014, that are not yet due or payable.
2. For informational purposes only, do not rely upon for a tax payment. Flathead County records indicate the taxes for the year 2013 are:
FIRST HALF: \$841.29 PAID
SECOND HALF: \$841.25 PAID
TOTAL: \$1,682.54
Assessor No.: 74-0670700
Tax Roll No.: 44174
Affects: A portion of premises and other property
3. For informational purposes only, do not rely upon for a tax payment. Flathead County records indicate the taxes for the year 2013 are:
FIRST HALF: \$464.13 PAID
SECOND HALF: \$464.10 PAID
TOTAL: \$928.23
Assessor No.: 74-0637272
Tax Roll No.: 44145
Affects: A portion of premises
4. Delinquent water and sewer charges of the City of Whitefish, if any.
5. Easement as may be necessary or convenient in removing timber or timber products, reserved in instrument recorded May 29, 1942 under Recorder's Fee #2007, in Book 248, page 174, records of Flathead County, Montana.
6. Easement for transmission line and related purposes granted to Mountain States Power Company, by instrument recorded May 2, 1947 under Recorder's Fee #2137, in Book 279, page 400, records of Flathead County, Montana.
7. Easements for road and utility purposes, notice given by instrument recorded April 16, 1982 under Recorder's Fee #5061, in Book 737, page 642, records of Flathead County, Montana.
8. Declaration of Conditions, Covenants, and Restrictions and any rights, provisions, powers, obligations, liens or charges as provided therein, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, contained in instrument recorded October 29, 1962 under Recorder's Fee #8203, in Book 450, page 277, records of Flathead County, Montana, and any amendments thereto, including but not limited to the following amendments: None
9. Easement for transmission line and related purposes granted Pacificorp, dba Pacific Power & Light Company, a corporation, recorded July 23, 1991 as Document #9120410210, records of Flathead County, Montana.
10. Terms and provisions regarding access control, contained in instruments recorded May 28, 1992 as Document #9214909370, April 13, 1993 as Document #9310312570 and May 5, 2006 as Document #200612508050, records of Flathead County, Montana.

11. Terms and provisions contained in Ordinance No. 96-14, regarding the Whitefish Urban Renewal District, recorded December 20, 1996 as Document #199635509310, records of Flathead County, Montana.
12. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey No. 7962 and 11103, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
13. Provisions and conditions contained in Certificate of Approval by the State of Montana Department of Health and Environmental Sciences as attached to Certificate of Survey No. 11103.
14. Terms and provisions contained in Exchange Agreement, recorded August 5, 1998 as Document #199821708260, records of Flathead County, Montana.
15. Terms and provisions contained in Notice of Late-Comers Agreement, recorded January 20, 2004 as Document #200412008450, records of Flathead County, Montana.
16. Terms and provisions contained in Resolution No. 08-53, regarding annexation to the City of Whitefish, Montana, recorded October 23, 2008 as Document #200800029428, records of Flathead County, Montana.
17. Deed of Trust dated May 1, 2014 to secure payment of \$713,414.38, together with interest and any other obligations secured thereby, recorded May 2, 2014 as Document #201400007562, records of Flathead County, Montana.
Grantor: Hilltop Partners, LLC, wata Hilltop Partners, LLC, a Montana Limited Liability Company
Trustee: First American Title and Escrow
Beneficiary: Glacier Bank
Affects: A portion of premises and other property
18. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by the plat(s) of Great Northern Heights, Phase 3A, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Survey/Plat, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973, (Sections 76-3-101 M.C.A. through 76-3-614 M.C.A.) and the regulations adopted pursuant thereto.

Easements, conditions and restrictions as disclosed or to be disclosed on proposed Survey/Plat to be recorded prior to or as part of this transaction.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

CONSENT TO PLATTING

Pursuant to Section 76-3-612, MCA, the undersigned, Glacier Bank of Whitefish, as beneficiary of a Deed of Trust dated May 1, 2014 to secure payment in the principle sum of \$713,414.38, recorded May 2, 2014 as Document #201400007562, hereby consents to the Platting of a tract of land to be known and named as **Great Northern Heights Phase, 3A.**

IN WITNESS WHERE OF, said party has caused their name to be subscribed hereto on the 20TH day of OCTOBER, 2014

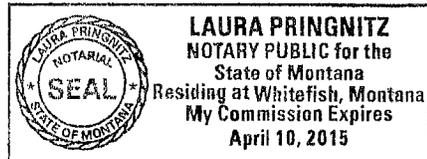
LM
Signature:

SHANE MOSS VICE PRESIDENT
Printed Name and Title:

STATE OF MONTANA)
SS)
COUNTY OF FLATHEAD)

On this 20TH day of OCTOBER, 2014, before me a Notary Public for the State of MONTANA, personally appeared whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

Laura Pringnitz
Signature:



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

**SUBDIVISION IMPROVEMENT AGREEMENT
GREAT NORTHERN HEIGHTS, PHASE 3**

THIS AGREEMENT, made and entered into this 12TH day of NOVEMBER, 2014, by and between Hilltop Partners, LLC, 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 requires 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 subdivisions 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 proposed subdivision which is designated and identified as Great Northern Heights, Phase 3.

This agreement specifically includes the following improvements described on Exhibit "A" attached hereto and incorporated herein by reference, their projected construction completion date and estimated construction costs. All such improvements shall be done in a workman-like manner and shall be completed by June 30, 2015, a date at least sixty (60) days before the expiration of the collateral held by the City of Whitefish. 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 a guarantee of performance to install the above designated improvements, the Subdivider hereby and concurrently with the subscription and execution of this agreement and the City's Subdivision Regulations which require that a subdivider shall provide a financial security of 125% of the estimated total cost of construction of said improvements, provides the City of Whitefish, Montana with a guarantee in collateral in the amount of **\$ 88,613.90.**

The Subdivider does hereby confirm that said guarantee is from a bank or other reputable institution or individual and acceptable to the Whitefish City Council. This guarantee shall be deposited with the City of Whitefish and certify to the following:

- a. That the creditor guarantees funds in an amount equal to the cost, as estimated by the Subdivider, and approved by the governing body, of completing the required improvements.
- b. That if the Subdivider fails to complete the specified improvements within the required time period, the creditor will pay to the City of Whitefish 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 letter.
- c. That this letter of credit may not be withdrawn, or reduced in any amount, until released by the City of Whitefish, Montana.

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 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 Whitefish City Council does hereby agree that the public improvement guarantee provision has been satisfied for **Great Northern Heights, Phase 3**, 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.

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

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

HILLTOP PARTNERS, LLC

By: *Michael Morton*
Michael Morton, Managing Member

EXHIBIT "A"
CERTIFICATION OF WORK TO BE COMPLETED
GREAT NORTHERN HEIGHTS, PHASE 3

ROAD RELATED WORK

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	COMPLETED TO DATE November 11, 2014	
						QUANTITY COMPLETED	TOTAL COST COMPLETED
101	Excavation (Estimated 1,820 C.Y.)	Lump Sum	1	\$ 23,133.00	\$ 23,133.00	100%	\$23,133.00
102	Fill - Roads & Exist. Road Cut (Est. 2,240 C.Y.)	Lump Sum	1	\$ 59,750.00	\$ 59,750.00	100%	\$59,750.00
103	Stabilization Fabric (In Place)	S.Y.	6,340	\$ 0.13	\$ 824.20	6,340	\$824.20
104	1-1/2" Crushed Gravel (12" In Place)	C.Y.	2,140	\$ 33.00	\$ 70,620.00	2,140	\$70,620.00
105	3/4" Crushed Gravel (3" In Place)	S.F.	57,200	\$ 0.29	\$ 16,588.00	57,200	\$16,588.00
106	Hot Plant Mix Asphalt (4" In Place)	S.F.	42,280	\$ 2.25	\$ 95,130.00	42,280	\$95,130.00
107	Curb & Gutter	L.F.	2,944	\$ 3.65	\$ 10,745.60	2,944	\$10,745.60
108	Concrete Sidewalk w/ Gravel Base	L.F.	2,904	\$ 3.65	\$ 10,599.60	570	\$2,080.50
109	Handicap Ramps	Each	5	\$ 240.00	\$ 1,200.00	2	\$480.00
	SUBTOTAL ITEMS 101 - 109				\$ 288,590.40		\$279,351.30

WATER SYSTEM

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	QUANTITY COMPLETED	TOTAL COST COMPLETED
201	10" Water Main	L.F.	734	\$ 29.00	\$ 21,286.00	734	\$21,286.00
202	10" Miscellaneous Fittings	Each	7	\$ 850.00	\$ 5,950.00	7	\$5,950.00
203	10" Gate Valves & Boxes	Each	1	\$ 1,900.00	\$ 1,900.00	1	\$1,900.00
204	Fire Hydrants w/ Auxiliary Valves	Each	3	\$ 5,200.00	\$ 15,600.00	3	\$15,600.00
205	Remove Exist. Fire Hyd. & Aux. Valves	Lump Sum	1	\$ 1,200.00	\$ 1,200.00	1	\$1,200.00
206	Remove Exist. 10" Gate Valve & Box	Lump Sum	1	\$ 650.00	\$ 650.00	1	\$650.00
207	New 1" Water Services	Each	19	\$ 975.00	\$ 18,525.00	19	\$18,525.00
208	Relocate Existing 1-1/2" Water Services	Each	2	\$ 800.00	\$ 1,600.00	2	\$1,600.00
209	Remove Existing 1-1/2" Water Service	Lump Sum	1	\$ 900.00	\$ 900.00	1	\$900.00
210	Remove Existing 10" Water Main	Lump Sum	1	\$ 1,900.00	\$ 1,900.00	1	\$1,900.00
211	Connect to Existing 10" Water Main	Each	1	\$ 1,150.00	\$ 1,150.00	1	\$1,150.00
	SUBTOTAL ITEMS 201 - 211				\$ 70,661.00		\$70,661.00

SEWER SYSTEM

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	QUANTITY COMPLETED	TOTAL COST COMPLETED
301	8" PVC, SDR 35 Sewer Main	L.F.	417	\$ 26.00	\$ 10,842.00	417	\$10,842.00
302	2" HDPE, SDR 11 Sewer Force Main	L.F.	235	\$ 16.00	\$ 3,760.00	235	\$3,760.00
303	New 4' Diam. Manhole w/ Ring & Cover	Each	2	\$ 2,200.00	\$ 4,400.00	2	\$4,400.00
304	New Drop Manhole w/ Ring & Cover	Lump Sum	0	\$ 2,400.00	\$ -	0	\$0.00
305	Force Main Cleanout	Each	1	\$ 775.00	\$ 775.00	1	\$775.00
306	4" PVC Sewer Services on New Main	Each	14	\$ 750.00	\$ 10,500.00	14	\$10,500.00
307	4" PVC Sewer Services on Existing Main	Each	1	\$ 850.00	\$ 850.00	1	\$850.00
308	1-1/4" Pressure Sewer Services	Each	5	\$ 1,500.00	\$ 7,500.00	5	\$7,500.00
309	Extend Existing 4" Sewer Service (5 ft.)	Lump Sum	1	\$ 140.00	\$ 140.00	1	\$140.00
310	Remove Existing 4" Sewer Service	Lump Sum	1	\$ 650.00	\$ 650.00	1	\$650.00
311	Remove Existing 8" Sewer Main	Lump Sum	1	\$ 4,300.00	\$ 4,300.00	1	\$4,300.00
312	Remove Existing Manholes	Each	2	\$ 900.00	\$ 1,800.00	2	\$1,800.00
	SUBTOTAL ITEMS 301 - 312				\$ 45,517.00		\$45,517.00

DRAINAGE & MISCELLANEOUS WORK

COMPLETED TO DATE
November 11, 2014

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	QUANTITY COMPLETED	TOTAL COST COMPLETED
401	8" Storm Drain - PVC	L.F.	182	\$ 26.00	\$ 4,732.00	182	\$4,732.00
402	24" HDPE Culvert	L.F.	156	\$ 48.00	\$ 7,488.00	156	\$7,488.00
403	Catch Basins w/ Castings	Each	4	\$ 1,750.00	\$ 7,000.00	4	\$7,000.00
404	Drainage Swales	L.F.	430	\$ 4.90	\$ 2,107.00	430	\$2,107.00
405	North Stormwater Detention Pond	Lump Sum	1	\$ 9,800.00	\$ 9,800.00	100%	\$9,800.00
406	South Stormwater Detention Pond	Lump Sum	1	\$ 10,200.00	\$ 10,200.00	100%	\$10,200.00
407	Topsoil in Boulevards (4")	C.Y.	288	\$ 26.00	\$ 7,488.00	0	\$0.00
408	Place & Grade Topsoil (3") - Outside Blvd's	C.Y.	130	\$ 26.00	\$ 3,380.00	0	\$0.00
409	Landscape Work - Includes topsoil, plantings & seeding in stormwater detention ponds; preparation, plantings and seeding the wetland buffer area; boulevard trees and boulevard seeding	Lump Sum	1	\$ 34,305.50	\$ 34,305.50	0%	\$0.00
410	Fencing	Lump Sum	1	\$ 6,290.00	\$ 6,290.00	0%	\$0.00
411	Common Mailbox Site	Lump Sum	1	\$ 1,250.00	\$ 1,250.00	0%	\$0.00
412	Erosion Control - Silt Fence, Tracking Pad	Lump Sum	1	\$ 10,500.00	\$ 10,500.00	100%	\$10,500.00
	SUBTOTAL ITEMS 401 - 412				\$ 104,540.50		\$51,827.00

UTILITIES - TRENCHING, CONDUIT, VAULTS

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	QUANTITY COMPLETED	TOTAL COST COMPLETED
501	Utility Trench w/ Bedding	L.F.	1,595	\$ 6.00	\$ 9,570.00	1,595	\$9,570.00
502	Street Light Trench Only w/ Bedding	L.F.	145	\$ 6.00	\$ 870.00	145	\$870.00
503	2" Conduit w/ Pull Rope	L.F.	4,404	\$ 2.50	\$ 11,010.00	4,404	\$11,010.00
504	3" Conduit w/ Pull Rope	L.F.	2,787	\$ 3.50	\$ 9,754.50	2,787	\$9,754.50
505	4" Conduit w/ Pull Rope	L.F.	0	\$ 4.50	\$ -	0	\$0.00
506	3" Fiberglass Sweep	Each	1	\$ 80.00	\$ 80.00	1	\$80.00
507	2" PVC Sweep	Each	100	\$ 19.00	\$ 1,900.00	100	\$1,900.00
508	3" PVC Sweep	Each	24	\$ 26.00	\$ 624.00	24	\$624.00
509	1 Phase Transformer Vault	Each	5	\$ 780.00	\$ 3,900.00	5	\$3,900.00
510	3 Phase Transformer Vault	Each	0	\$ 1,150.00	\$ -	0	\$0.00
511	Street Lights w/ Bases	Each	9	\$ 850.00	\$ 7,650.00	0	\$0.00
512	Street Light Pull Boxes	Each	5	\$ 140.00	\$ 700.00	5	\$700.00
513	Install FEC Secondary Pedestals	Each	9	\$ 85.00	\$ 765.00	9	\$765.00
	SUBTOTAL ITEMS 501 - 513				\$ 46,823.50		\$39,173.50

SERVICE COSTS, FEES, ENGINEERING, SURVEYING & PERMITS

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price	QUANTITY COMPLETED	TOTAL COST COMPLETED
601	Flathead Electric	LUMP SUM	1	\$ 25,877.00	\$ 25,877.00	100%	\$25,877.00
602	NorthWestern Energy	LUMP SUM	1	\$ 18,839.00	\$ 18,839.00	100%	\$18,839.00
603	City of Whitefish Review Fee	LUMP SUM	1	\$ 100.00	\$ 100.00	100%	\$100.00
604	MDEQ Review Fee	LUMP SUM	1	\$ 1,500.00	\$ 1,500.00	100%	\$1,500.00
605	Final Plat Fee	LUMP SUM	1	\$ 7,104.00	\$ 7,104.00	100%	\$7,104.00
606	Stormwater Discharge Permit	LUMP SUM	1	\$ 1,500.00	\$ 1,500.00	100%	\$1,500.00
607	Engineering, Design	LUMP SUM	1	\$ 29,652.27	\$ 29,652.27	100%	\$29,652.27
608	Engineering, Construction (Includes As Builts)	LUMP SUM	1	\$ 12,885.19	\$ 12,885.19	90%	\$11,596.67
609	Surveying, Construction	LUMP SUM	1	\$ 8,744.63	\$ 8,744.63	100%	\$8,744.63
610	Surveying, Legal	LUMP SUM	1	\$ 10,500.00	\$ 10,500.00	100%	\$10,500.00
	SUBTOTAL ITEMS 601 - 610				\$ 116,702.09		\$115,413.57

TOTAL PROJECT BUDGET

\$ 672,834.49

\$601,943.37

Work Items That Remain to be Completed

SUMMARY OF COSTS

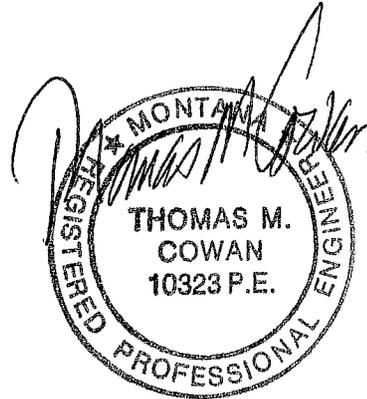
ORIGINAL TOTAL ESTIMATED COST OF CONSTRUCTION	\$ 672,834.49
AMOUNT COMPLETED PRIOR TO BONDING	\$ 601,943.37
AMOUNT OF REMAINING WORK PRIOR TO BONDING	\$ 70,891.12
AMOUNT OF BOND (125% OF REMAINING WORK)	\$ 88,613.90
AMOUNT OF WORK COMPLETED TO DATE	\$ 601,943.37
PERCENTAGE OF WORK COMPLETED TO DATE	89%
AMOUNT OF WORK REMAINING	\$ 70,891.12
ORIGINAL BOND AMOUNT	\$ 88,613.90
AMOUNT OF BOND TO BE RETAINED (125% OF REMAINING WORK)	\$ 88,613.90
BOND AMOUNT TO BE RELEASED	\$ -
AMOUNT(S) PREVIOUSLY RELEASED	\$ -
AMOUNT TO BE RELEASED AT THIS TIME	\$ -

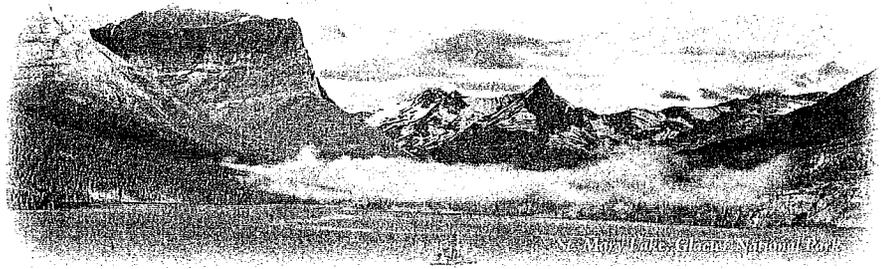
AS PROJECT ENGINEER FOR GREAT NORTHERN HEIGHTS, PHASE 3, I CERTIFY THAT THE WORK LISTED HEREIN IS CORRECT. IN ADDITION, I CERTIFY THAT THE ASSOCIATED COSTS ARE REASONABLY ACCURATE ESTIMATES OF THE RESPECTIVE COSTS OF THE WORK.

THE VALUE OF CONSTRUCTION AND OTHER WORK COMPLETED TO DATE IS ESTIMATED TO BE \$ 601,943.37.
 THE TOTAL VALUE OF REMAINING WORK, SERVICES AND FEES IS ESTIMATED TO BE: \$ 70,891.12
 SECURITY HELD AT 125% OF THE REMAINING COSTS SHOULD BE IN THE AMOUNT OF: \$ 88,613.90

THEREFORE, IT IS IN ACCORDANCE WITH THE SUBDIVISION IMPROVEMENTS AGREEMENT TO REDUCE THE TOTAL AMOUNT OF THE SECURITY HELD BY: \$0.00

THOMAS M. COWAN, P.E.





IRREVOCABLE STANDBY LETTER OF CREDIT

Place and Date of Issue:
Glacier Bank
November 12, 2014

Letter of Credit Number: 121401
Expiration Date: August 30, 2020
Automatically Renews No
Amount \$88,613.90

Beneficiary: City of Whitefish
418 East 2nd Street
Whitefish, MT 59937

Applicant: Hilltop Partners, LLC

Dear Sir or Madam,

We hereby issue in your favor this Irrevocable Standby Letter of Credit which authorizes you to draw on Glacier Bank, 319 E Second St, Whitefish, MT 59937 for the account of Hilltop Partners, LLC, in an amount not exceeding, in lawful money of the United States of America, \$88,613.90 (Eighty Eight Thousand Six Hundred Thirteen dollars and 90/100) at the request of Hilltop Partners, LLC.

If Hilltop Partners, LLC fails to meet the terms of the specified Subdivision Improvement Agreement on Phase 3 of Great Northern Heights within the time period set forth in the Improvement Agreement with a completion date of June 30, 2015, Glacier Bank, will pay your draft or drafts for such funds, to the limit of credit set forth herein, as are required to complete said maintenance. All drafts must indicate the number and the date of this Letter of Credit and be accompanied by a signed statement of an authorized official that the amount is drawn to complete or maintain landscaping.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007) Revision, International Chamber of Commerce Publication No. 600, and as to matters not addressed by the publication No. 600, shall be governed by and construed in accordance with the laws of the State of Montana and applicable U.S. Federal Law.

Except as stated herein, this undertaking is not subject to any conditions or qualifications whatsoever. Should you have any occasion to communicate with us regarding this credit, kindly direct you communications to me.

This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amended, amplified, or limited by any other representation or agreement not stated or expressly incorporated herein.

Glacier Bank

By: 
Shane Moss, Vice President

319 E Second St
Whitefish, MT 59937
406-751-4934

After Recordation Return To:
Michael A. Ferrington
Attorney At Law
100 Second St. East
Whitefish, MT 59937

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR GREAT NORTHERN HEIGHTS PHASE 3A SUBDIVISION

THIS DECLARATION of Covenants, Conditions, Restrictions and Reservations is made this 11~~th~~ day of June 2014, by Robert W. Pero and the Robert W. Pero Revocable Trust ("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of the GREAT NORTHERN HEIGHTS PHASE 3A in the City of Whitefish (the Property") and hereby subjects the Property to the Covenants, Conditions, Restrictions and Reservations ("Covenants") set forth in this document, each and all of which is intended for the benefit of the Property and for each Owner in the Property. These Covenants shall inure to the benefit of and pass with the Property and each Lot thereof, and shall apply to all Owners and their successors in title;

NOW THEREFORE, Declarant having established a general plan for the improvement and development of the Property, do hereby establish these Covenants upon which and subject to which all Lots and portions of Lots within said Property shall be improved or sold, and do hereby declare that the Property is and shall be held, transferred, sold and conveyed subject to the Covenants hereinafter set forth, all of which shall run with the land and will be binding upon all successors in title of Declarant.

**ARTICLE I
PROPERTY**

The Property which is and shall be held, transferred, sold and conveyed subject to the Covenants hereinafter set forth, is located in the City of Whitefish, Flathead County, Montana, and consists of the following tracts or parcels of land:

GREAT NORTHERN HEIGHTS PHASE 3A, according to the map or plat thereof on file and of record, Clerk and Recorder, Flathead County, State of Montana

**ARTICLE II
DEFINITIONS**

The following terms, as used in this Declaration, are defined as follows:

Lot shall mean each of the 15 tracts of land within the Property.

Onsite Roadways shall mean the roadways, constructed by Declarant for the purpose of providing access throughout the Property.

Owner shall mean the record owner of a fee simple title to any Lot within the Property and shall include contract buyers but not contract sellers. For voting purposes, there shall only be one vote per lot regardless of the number of owners of said lot.

Screened From View shall mean, with respect to any given object on a Lot, that the object is screened by a fence, hedge, other decorative improvement or native vegetation, such that the object is not or would not be visible to a person six (6) feet tall, standing on any part of any adjacent Lot or other property at an elevation no greater than the elevation of the base of the object being viewed.

**ARTICLE III
DEVELOPMENT PHILOSOPHY**

SECTION 1. *Purpose of Covenants:* The Property is being subjected to these Covenants to insure the most appropriate development and improvement of each Lot, to preserve and protect the natural beauty of the Property, and to enhance the property values of the lots within the property. This concept will be enhanced through comprehensive design, embodying the best qualities and techniques of site planning, engineering, architecture, landscape architecture, and overall design.

**ARTICLE IV
ARCHITECTURAL AND ENVIRONMENTAL REVIEW**

SECTION 1. *Architectural and Environmental Review Committee:* The Architectural and Environmental Review Committee (“the “Committee”) shall consist initially of Declarant or their designees. At such time as two-thirds of the Lots have been sold and have had site and building plans approved by the Committee, the duties and responsibilities of the Committee, at the Developer's discretion, can be assigned to a homeowner's association. Provided, however, Declarant may, in their sole discretion, assign the duties and responsibilities of the Committee to a Homeowners' Association in writing at any time prior thereto. Once the duties of the Committee are assumed by the Association, the composition of the Committee shall be as provided in the Association's By-Laws.

SECTION 2. *Architectural and Environmental Control:* No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any addition to or change or alteration to any such building, fence, wall or other structure be made until the plans, specifications, and proposed construction schedule have been submitted to and approved by the Committee. The plans and specifications shall be submitted and reviewed in accordance with Sections 3 and 4 below, and shall show the nature, kind, shape, height, materials and location of the proposed structure, including proposed landscaping and exterior lighting. All plans must be reviewed by the Committee with an eye toward harmony of external design and location in relation to surrounding structures and topography, native vegetation and overall compatibility with surroundings and the development as a whole. The committee shall have the exclusive authority and sole discretion in the approval of all plans submitted including as to the location of all improvements to reasonably maintain the view from existing improvements on other lots, and as to the exterior appearance including as to paint or stain color and as to roofing materials to be used. Absolutely no mobile or pre-manufactured homes shall be permitted, regardless of whether the same are placed upon a permanent foundation.

SECTION 3. *Plan Review Process:* In order to insure that the design standards for the Property are achieved, a submission of certain plans will be required. Plan submissions will also be required for significant revisions, alterations or additions to approved or existing improvements. Each plan submission will require two (2) sets of plans containing the specific information described below. The plan submission for each new improvement or development and each significant revision, alteration, addition, or change of use shall be accompanied by a review fee as may be set by the Committee. All submitted plans will be reviewed by the Committee for acceptability of design and compliance with these Covenants and the development philosophy of the Property. Upon completion of review by the Committee, one set of plans will be returned to the applicant along with a letter summarizing comments, recommendations, requirements, and findings. The returned plans will be marked “APPROVED”, “APPROVED SUBJECT TO CONDITIONS”, or “NOT APPROVED”. Approvals are valid for one (1) year from the date of the written notice of approval. If construction is not commenced within such one(1) year period, plans must be resubmitted and a new approval secured.

SECTION 4. *Required Plans:* At a minimum, the following plans must be submitted to the Committee:

- a. Construction plans to a scale of 1/8 inch for all structures with consideration given to site utilization, engineering, architectural design and phasing.
- b. Site and landscape plans to a scale of 1" = 20' - 0" for all site disturbances with consideration given to vegetation, pedestrian and equestrian circulation, grading, drainage, exterior lighting, fences, driveways, parking, utilities and phasing.
- c. A site plan to an appropriate scale depicting the entire lot and the relative location of all proposed development within the lot.

SECTION 5. *Adoption of Guidelines:* The Committee shall have authority to adopt and publish guidelines setting forth the procedures and criteria for review of structures and other site improvements or modifications so long as such guidelines are not inconsistent with and are no less restrictive than these Covenants.

SECTION 6. *Committee's Response:* The Committee shall have thirty (30) days within which to complete its review and approve, modify or reject a proposal once a complete set of plans have been submitted along with the requisite \$200.00 plan review fee. In the event the Committee fails to respond to a proposal within such thirty (30) day period, the Owner shall then be permitted to commence construction in accordance with the submitted plans, but any deviation from such plans which in the judgment of the Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plans and elevations as submitted.

SECTION 7. *Continuing Responsibility:* The Committee shall have a continuing role in the approval and disapproval of proposed changes from the original design and construction, including without limitation, exterior remodeling, changes of color, exterior lighting, provision for wood storage, exterior clotheslines, recreational equipment (swimming pools, swing sets, basketball goals, tennis courts, etc.) and exterior pet and animal facilities. No such changes or additions will be permitted unless approved by the Committee, which may, in its discretion, waive the requirement that plans and specifications be submitted for such changes.

SECTION 8. *Committee Enforcement:* If the Committee, upon its own inspection or upon receiving a complaint, determines that any Owner is in violation of the committee's standards or guidelines, or has failed to properly maintain his Lot or any permanent improvement thereon, including necessary repairs, or has constructed or made any change to any improvement not in conformance with an approved plan, or is otherwise in violation of these Covenants, the Committee shall notify the Owner in writing. Such notice shall contain a statement of the nature of the nonconformity or violation and the steps needed to remedy it. If such remedial steps are not taken within a reasonable time, the Committee shall notify the Association which may itself, after written notice to the Owner and failure of such Owner to comply, undertake remedial measures and charge the Owner an assessment for any sums expended by it in so doing. Any such assessment shall become a lien against the Lot so assessed and the personal obligation of the Owner to the same extent as those liens described in Article VII, Section 2 herein.

ARTICLE V PROTECTIVE COVENANTS AND DEVELOPMENT GUIDELINES

SECTION 1. *Land Use:* The Property may be used only for townhouse residential purposes with the exception of Lot 21 which may be used for a single family dwelling, and no structure shall be erected, placed or permitted to remain on a Lot other than one

townhouse residence (excluding one SFD on Lot 21), and subject to the rules and regulations of the City of Whitefish, one guest house, and related buildings such as shops, garages, incidental to the residential use of the Lot. *A Townhouse is defined as a single-family dwelling unit with abutting walls to one or more dwelling units, each located on its own lot and separated from the other similar dwelling units by a common boundary line with a zero setback on the common boundary. A townhouse does not share common floors/ceilings with other dwelling units.*

There shall be no commercial use of the Property and no trade, craft, business, professional, religious, educational or other commercial activity may be conducted on any Lot, other than within a properly constructed 'shop'. Provided however, those businesses or professions conducted entirely within residential structures shall be permissible including woodworking or similar 'shops' which are fully enclosed. No traffic may be generated by such home activities in greater volume than would normally be associated with a residential dwelling. No equipment or process shall be used which creates visual or audible interference with any radio, television, or telephone receivers off the premises or which causes fluctuation in electrical line voltage to other parts of the development. All utilities shall be placed underground.

SECTION 2. *Subdivision of Lots:* No lot shall be subdivided into two or more lots or parcels . Boundary line adjustments are permitted if they do not create new Lots. Any change in boundary lines shall require that the owner install and maintain new boundary markers. Any boundary line adjustment shall be completed in compliance with State and County law.

SECTION 3. *Building Standards:* The following construction standards shall be followed for all building on the Lots:

- a. Each home shall contain not less than the minimum amount of main floor living space as may be required by the City of Whitefish. For purposes of this paragraph, porches, balconies and garages shall not be considered part of the living space.
- b. No structure of any kind, and particularly those commonly known as “mobile home”, “modular home”, “trailer”, or other prefabricated structure designed to be hauled or moved on wheels or “boxed”, “sheet metal”, or “A-frame” construction, shall be built or moved onto any Lot for any purpose except as allowed in Article V, Section 11, provided, however, Declarant reserves the right to use pre-assembled units or components of units provided that they otherwise comply with the design guidelines. No basement, garage, or other outbuilding, erected or placed on any Lot shall, at any time, be allowed or used as a residence, either temporarily or permanently except as otherwise permitted herein.
- c. All buildings shall be permanent in nature and no temporary buildings or partly finished buildings or structures shall be erected moved on or placed upon a Lot, provided, however, Declarant reserves the right to use pre-assembled units or components of units provided that they otherwise comply with the design guidelines. Only new materials may be used. However, used brick, beams and the like, on any integral part of the architecture of the building, will be allowed. All construction shall first be reviewed and approved pursuant to the provisions of Article IV as set forth above. All buildings constructed on a Lot shall be constructed in keeping with the location, terrain, and environment of the premises so as not to be unsightly.
- d. All buildings, including garages, tool sheds, etc., shall be in keeping with the architecture of the other buildings located on the Lot, kept in good repair and appearance, and maintained in a sanitary condition. All out

buildings shall maintain a similar exterior finish as the main residence as approved by the Architectural Review Committee. No metal siding is allowed.

- e. All construction, once begun, shall be completed as to exterior finish including siding and/or masonry, paint and roof. The construction area around each building constructed shall be, at least, rough graded prior to occupancy. All construction must be completed and building debris removed within the time frame set out in the approved construction schedule. The dwelling shall not be occupied until such time as the above work is completed including the installing and completion of all plumbing fixtures and utilities.
- f. No building on any Lot shall have a roof or exterior siding which is silver or metallic colored, shiny or reflective. Only Class A or B roofing materials, as rated by the National Fire Protection Association, shall be allowed on all structures. Use of wood shake roofs, are allowed. No vinyl siding is allowed.
- g. Each structure, once constructed on a Lot, shall be kept in the same condition as at the time of its initial construction, excepting normal wear and tear. All structures (including fences) shall be preserved and of pleasant appearance by maintaining paint, stain or sealer as needed. If any structure is damaged in any way, the Owner shall exercise due diligence to rebuild, repair and restore the structure to its appearance and condition prior to the casualty. Such repair or reconstruction shall be completed within nine (9) months of the casualty.
- h. In regard to height and set back restrictions, State, County or City provisions shall apply.
- i. All dwellings shall have house numbers and shall be visible from the Onsite Roadway serving the Lot either at the driveway entrance or on the house.
- j. All electrical, telephone, cable TV and other utility lines shall be installed underground. No fuel tanks shall be maintained above or below ground on any lot other than approved liquid propane tanks.
- k. If construction activity on any Lot should cause damage to the Onsite Roadways, the cost of repair of such roadway shall be borne solely by the Owner of said Lot. No oil drilling, gravel, sand or other operations or mining operations shall be permitted on any lot.
- l. No Owner shall change or interfere with the natural drainage of any lot without prior written approval of an affected lot owner, and the approval of the City or County, if required.
- m. Any fencing shall be subject to approval by the architectural Committee; no chain link fencing allowed.

SECTION 4. *Seeding, Planting and Weed Control:* Noxious weeds shall be destroyed on a regular basis to prevent them from reaching seed stage. Whenever a structure is constructed or ground is otherwise disturbed on any Lot, the Owner of said Lot shall, within a reasonable time thereafter, plant a ground cover or other vegetation to restore the ground disturbed by said construction.

SECTION 5. *Signs:* No signs shall be placed on any Lot except name plates and one unlighted sign, not exceeding sixteen (16) square feet in surface area, advertising the sale of a Lot.

SECTION 6. *Pets and Livestock:* No livestock, goats, pigs, chickens or cows shall be kept or maintained on any Lot for any purpose. All pets maintained on any Lot must not create or cause a violation of any of the Covenants contained herein, such as an annoyance or nuisance or disturbance to the neighborhood or the residents of any of the other Lots. Common household pets such as dogs and cats may be kept on a lot for non-commercial purposes.

SECTION 7. *Lot Appearance and Garbage:* Except as provided herein, no part of any Lot shall be used as a dumping ground or used to store or place or otherwise place in open view on any part of the Real Property. trash, garbage, rubbish, refuse, or other solid waste or unsightly objects of any kind, including particularly inoperable automobiles, appliances and furniture. Each Owner shall avoid accumulation of such refuse or other material prohibited by these Covenants. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose.

SECTION 8. *Nuisances:* No noxious or offensive activity shall be carried on or permitted upon any of the Lots, nor shall anything be done thereon which may be an annoyance or nuisance to the other Owners. By way of illustration, and not of limitation, the discharge of firearms may constitute a nuisance within the meaning hereof and, at the discretion of the Association, may be expressly prohibited.

SECTION 9. *Vehicles:* All vehicles shall be parked in garages, driveways, or designated parking areas and no vehicle including boats, rv's, or other equipment or vehicles of any type or nature shall be parked upon the Onsite Roadways; boats, rv's, snow-mobiles, watercraft or other equipment stored on a lot or driveway area shall be screened from view. Each occupant shall be responsible to see that visitors and guests park on the Lots being visited, provided, however, guests may temporarily park on the onsite roadways. No semi-trucks, dump trucks, or heavy equipment shall be allowed to be kept or stored within the property. No inoperable vehicles are allowed to be stored on the Lots unless they are stored within a building.

SECTION 10. *Antennas, Poles and Other Structures:* TV, radio, satellite dishes and other antennae are permitted, however, the location, height and size of any such antennae or device must be approved by the Committee, which may include a requirement that such antennae or other device be Screened from View or painted to match the structure.

SECTION 11. *Temporary Structures:* No structure of a temporary character, trailer, mobile home, tent, shack, garage, or other outbuilding shall be placed upon the Property or be used on any Lot at any time as a residence, either temporarily or permanently. A construction trailer may be allowed, with prior approval of the Committee, but only during the time of residential construction and must be promptly removed upon completion of construction.

SECTION 12. *Drainage/Sprinkler Control:* Reasonable precaution shall be taken during construction and thereafter, to prevent erosion and drainage problems. All disturbed soil areas shall be re-vegetated within a reasonable time in such a fashion as to minimize erosion. Driveways shall be constructed so as not to interfere with drainage and shall include culverts of appropriate size to prevent obstruction of water flow. No construction or landscaping will be allowed that adversely increases or changes the flow of water onto adjacent Lots. Any areas of negative drainage existing either prior or subsequent to the construction of improvements within the interior of platted lots shall be filled and graded to drain to the public right of ways.

**ARTICLE VI
HOMEOWNERS ASSOCIATION**

There shall initially be no homeowners association, provided, however, the existing Great Northern Heights Homeowners Association for Phases 1 and 2, may be designated as the Homeowner's Association for Phase 3A whereby the by-laws and Association documents shall be deemed applicable to Phase 3A.

Long Term Maintenance of Common Areas and Stormwater Drainage System: Prior to the formation of a Homeowners Association or joinder with the existing Great Northern Heights Homeowners Association, the Declarant shall be responsible for all costs in connection with the maintenance of the common areas and Stormwater Drainage System; the Developer shall establish a common area and Storm Water Drainage System maintenance fund to be used until a Homeowner Association is formed or joinder occurs with the existing Great Northern Heights Homeowners Association, at such time the HOA shall administer the long term maintenance of common areas and Stormwater Drainage System and fund the same through its annual and special assessments, all as described below; attached hereto as Exhibit 'A' and incorporated herein by reference, is the Stormwater Drainage System Maintenance plan to be followed .

**ARTICLE VII
ASSESSMENT/COLLECTION**

SECTION 1. *Assessment/Creation of Lien:* The Declarant (or any subsequent homeowners association, if applicable) may from time to time establish and collect homeowners due to be determined on a per lot basis. Said dues shall be used to pay the costs of any expenses not covered by the City for maintaining, repairing, and removing snow from the Onsite Roadways; any expenses not covered by the City for the costs of maintaining and repairing any drainage ditches, swales, or ponds; other costs incurred in connection with any common areas; any costs to enforce and administer these Covenants; or other subdivision expenses. Each Owner, by accepting a deed to, or land contractor for the purchase of a Lot, whether or not specifically so expressed in said conveying instrument, shall be deemed to agree and shall be bound to pay assessments established pursuant to the provisions of these Covenants, which will include regular annual assessments and special assessments. Assessments, whether special or regular, may be collected on a monthly, quarterly or yearly basis as determined by the Declarant or a Board of Directors (should a homeowners' association be formed or should the Great Northern Homeowner's Association govern Phase 3), together with interest, costs and reasonable attorney's fees incurred in the enforcement of the provisions of this article. The initial annual assessment fee per lot shall be \$150.00 payable at the close of each escrow for each initial sale.

SECTION 2. *Lien:* Assessments, as provided herein, together with any interest costs, and reasonable attorney's fees incurred in collecting same, shall be a charge on each Owner's Lot, and shall be a continuing lien against said Lot as of the date the assessment becomes delinquent. Said amount shall also be a personal obligation of the Owner of the Lot at the time when said assessment becomes due.

SECTION 3. *Purpose:* Assessments herein shall be used for the general purpose of acquiring and maintaining common area property of the subdivision and administering and enforcing the Covenants.

SECTION 4. *Assessments:* The Declarant shall levy regular annual assessments to cover the subdivision's annual operating budget. The Declarant shall levy special assessments when necessary to pay for unbudgeted expenses of the subdivision.

SECTION 5. *Rate:* Assessments shall be based on a per lot basis.

SECTION 6. *Assessment Period/Due Date:* The fiscal year shall end December 31st of each year. By December 15th of each year the Declarant shall determine the budget for the new year and the amount of the regular annual assessment.

Upon an Owner purchasing a Lot, his or her liability for regular assessments shall be prorated on a daily basis to the extent of the number of days remaining from date of purchase in any assessment period. Said proration shall be based on a 365-day year. Special assessments shall not be prorated.

SECTION 7. *Nonpayment of Assessments: Remedies:* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Declarant may bring an action against the Owner of the Lot in default as and on the basis of an account due, and/or foreclose the lien against said Lot. Such assessment obligation shall be a personal obligation of the Lot joint and several to each Owner or Owners. In addition to the amount of the assessment and interest thereon, in the event of any legal action to collect a delinquent assessment, the Declarant shall be entitled to recover its costs plus all attorney's fees incurred. An action to collect without foreclosure does not waive the lien or the right to foreclose. The Declarant shall have the right to purchase a Lot at a foreclosure sale.

SECTION 8. *Subordination of Assessment Lien:* The lien of any assessment provided herein shall be subordinate to any purchase money security interest for a Lot acquired herein or consensual lien for the construction of a residence herein when said lien secures the Owner's obligation for acquisition or construction.

ARTICLE VIII

RESERVATION OF ROAD, DRAINAGE AND UTILITY EASEMENTS

SECTION 1. *Reservation of Easements:* Declarant hereby reserves and retains the right over, under and across all rights-of-way for the Onsite Roadways and for necessary utility, drainage or access easements, including as and for the water system, as said Onsite Roadways or utilities pass over, across and through each Lot as more fully shown and depicted on the plat, for the purpose of ingress and egress to and from each Lot and for the purpose of locating, installing, erecting, constructing, maintaining or using underground electric and telephone lines, drainage ditches, swales, ponds and other utilities.

SECTION 2. *Expenses of Owner:* All costs for all utilities and telephone lines from the shall be borne entirely by the Owner. Any Owner who shall place any building, improvement, shrub, hedge or tree on an easement or right-of-way reserved herein shall be required, at the request of any other affected Owner, Declarants, or utility company to remove such structure, improvement or vegetation at such Owner's expense.

SECTION 3. *Road Maintenance Agreements of Record.* In addition to all provisions contained herein, each owner shall be subject to the provisions of any road maintenance agreements of record and/or as proscribed by the City of Whitefish.

ARTICLE IX INSURANCE

Public liability and common area property damage insurance shall be maintained by Declarant until such time as an Association is formed. Thereafter, such insurance shall be purchased by the Association's Board of Directors, or acquired by assignment from Declarant, as promptly as possible following its election, and shall be maintained in force at all times, the premium thereon to be paid out of the Association's funds. The insurance shall be maintained with reputable companies authorized to do business in Montana. The policy shall name the Declarant, and/or the Association, its directors, officers, employees and agents in the scope of their employment, as insureds. This policy shall insure against, but may not be limited to, injury or damage occurring within any common area of the development.

ARTICLE X AMENDMENTS

This Declaration may be amended from time to time by recording an instrument in writing signed by the Owners of at least two-thirds of the Lots then in existence. Amendments to be effective must be recorded in the office of the Clerk and Recorder of Flathead County, Montana.

ARTICLE XI ENFORCEMENT

SECTION 1. *Who May Enforce Covenants:* Declarant, any subsequent homeowners Association, the Committee or any Owner shall have the right to enforce by any proceeding at law or in equity any or all of the Covenants, Conditions, Restrictions and Reservations as they may from time to time be amended, contained in this Declaration. The failure of Declarant, the Association, the Committee or any Owner to enforce any covenant or restriction herein contained shall not be deemed to be a waiver of the right to do so thereafter. Declarant shall not have the duty to take any

'A'

GREAT NORTHERN HEIGHTS, PHASES 3 & 3A STORMWATER DRAINAGE SYSTEM MAINTENANCE PLAN

INTRODUCTION:

This manual has been prepared for use by Great Northern Heights Homeowners Association (HOA) who is responsible for maintaining those portions of the Great Northern Heights, Phases 3 & 3A stormwater drainage system located outside of the public right-of-way. This manual presents general information on drainage system design and operation, and it presents maintenance requirements and scheduling to ensure continued effective and efficient system performance. Maintenance personnel should be familiar with the information provided in this manual to help ensure long system life, trouble-free operation, and a safe and presentable drainage system for the subdivision residents, guests and public who visit the Great Northern Heights development.

It is important that both the HOA, maintenance personnel and the subdivision residents understand that each has a responsibility in seeing that the drainage system is properly maintained. If any abandons their responsibilities, the investment can easily become a considerable and costly liability. Residents have the responsibility to make sure their properties are kept clean and free of debris that can be washed, blown or somehow conveyed to the stormwater detention ponds and adjacent wetland area. Maintenance personnel are responsible to make sure that functional parts of the drainage system are properly maintained and working as intended, and the HOA has the responsibility to provide the maintenance personnel with adequate equipment, manpower and support necessary to properly maintain the stormwater drainage system.

SYSTEM DESCRIPTION:

All new roads in Phases 3 & 3A have curbs and gutters and roads that are crowned along the centerline to direct runoff water to the respective gutters. Runoff water along Great Northern Drive, from its' intersections with Brimstone Drive and Granite Drive, flows to Catch Basin Nos. 3-1 & 3-2 located at a low point along the road near Lot T-13 in Phase 3A. Water is then be conveyed to the South Stormwater Detention Pond. Water that accumulates in the pond is then be discharged to the Wetland Area at a controlled rate. The pond is designed to detain runoff flows, allow most solids to settle out and provide a discharge flow rate less than or equal to the pre-development runoff flow rate from a 10-year storm event.

Runoff from Brimstone Drive, with the exception of the easterly side of Brimstone south of its intersection with Great Northern Drive, flows in a northerly direction to a Catch Basins Nos. 3-3 & 3-4 located near Lot 12. Water is then conveyed to the North Stormwater Detention Pond located just north of Lot 13 in Phase 3. Like the South Pond, the North Pond is designed to detain runoff flows, allow most solids to settle out and provide a discharge flow rate less than or equal to the pre-development runoff flow rate from a 10-year storm event.

Runoff from the southerly portion of Lots T-9 to T-20 in Phase 3A flows to and then along a new vegetated drainage swale constructed along the south property line. The drainage swale discharges at an existing excavated depression just east of Lot T-9. Runoff water from northerly portion of Lots T-9 to T-20 flows to Great Northern Drive and then flows along the south-side gutter to a Catch Basin #3-2 located near Lot T13. Runoff water from the southerly portions of Lots 20 and 21 in Phase 3 flows to Great Northern Drive and then along the north-side gutter to Catch Basin #3-1. As described above, water from CB Nos. 3-1 and 3-2 is be conveyed to the South Detention Pond.

Runoff from Lots 21, T-22 & T-23 in Phase 3A and from Lots 1 – 12 in Phase 3 flows to Brimstone Drive and then flows along the west-side gutter to Catch Basin No. 3-3 located near the southeast corner of Lot 12. Water is then conveyed to the North Detention Pond. Runoff water from easterly half of the Brimstone Drive right-of-way along Lots 13 – 20 in Phase 3 flows to east-side gutter and then along the gutter to Catch Basin #3-4. Water then flows to the North Detention Pond.

Runoff water from the southerly portions of Lot 20 and 21 and from all of Lot 19 in Phase 3, flows overland to the South Detention Pond. Water from Lots 13 - 18 flows overland, in a dispersed manner, first to the Wetland Buffer Area and then to the Wetland Area.

There are two (2) 24" HDPE culverts where Great Northern Drive crosses the wetland area at the south end of the subdivision in Phase 3A and where Brimstone Drive crosses the wetland area at the north end in Phase 3.

Catch Basins. Catch Basin Nos. 3-1 to 3-4 are located in the public right-of-way and are, therefore, the responsibility of the City of Whitefish to maintain. Each has a sump that extends 18" below the outlet pipe that is intended to trap settleable solids. It is important the City periodically pumps the catch basin sumps, a minimum of once each year is recommended, to help keep settleable solids from being flushed into the detention ponds. The HOA should check the catch basin sumps and notify the City when pumping is necessary.

Stormwater Detention Ponds. Each of the rock lined stormwater detention ponds has a forebay area at the inlet end that is about 18" deeper than the remainder of the respective ponds. These forebay areas are designed to trap sand, silt and other settleable solids to preclude carry-over and possible discharge to the wetland area. Because of this, it is important to periodically remove the accumulated material from the forebay areas to maintain proper pond operation.

There is an 18" diameter PVC drain basin, at the outlet end of each detention pond that is designed to allow the respective ponds to drain in between storm events and to control the rate of flow from the ponds so the discharge rate does not exceed the calculated pre-development runoff flow rate from a 10-year storm event. The drain basins in each pond are identical, with 8" inlet piping and 6" outlet and overflow piping.

Each detention pond has an emergency overflow that discharges to a grass-lined drainage swale through which overflow water is conveyed to the Wetland Area.

MAINTENANCE RESPONSIBILITIES:

It is important that the HOA, residents and maintenance personnel clearly understand how the drainage system was designed and constructed to operate so as to better understand how proper maintenance, or the lack thereof, affects system performance. If maintenance, maintenance of the catch basins by the City or maintenance of the detention ponds by the HOA is neglected, sand, silt and clay particles can be flushed through the detention ponds and into the receiving wetland area. In addition, the buildup of sediment in the detention ponds can plug the outlet piping causing the pond(s) to not drain between storm events or to cause water to flow through the emergency overflow without adequate treatment.

Therefore, it is important that maintenance personnel understand how the drainage system components are interrelated and how the lack of proper maintenance may adversely affect the effectiveness of the drainage system in treating runoff water and in controlling the quantity of water, and/or the rate at which water is, discharged from site. The maintenance activities presented in the table below, and the frequency of performing the individual activities, are essential to the performance and longevity of the drainage system and particularly the infiltration system. Effective long-term operation of the infiltration system requires a dedicated and routine maintenance inspection schedule.

ACTIVITY	FREQUENCY
CITY OF WHITEFISH RESPONSIBILITIES	
Sweep streets and gutters each spring after the snow melts off pavement.	One (1) Time/Year
Pump and clean catch basin sumps	One (1) Time/Year
GREAT NORTHERN HEIGHTS HOA RESPONSIBILITIES	
Inspect forebay in each detention pond	One (1) Time/Year
Pump or clean sand, silt, rocks and debris from forebays if more than 2 inches of accumulation is observed	As Required
Clean any material buildup from drain basins, around basin inlet piping and basin outlet piping.	At Least One (1) Time/Year
Inspect and clean, if necessary, the drain basin grates	At Least One (1) Time/Year
Inspect and clean, if necessary, the emergency overflows	At Least One (1) Time/Year
Inspect and clean the discharge drainage swale and discharge locations at the wetlands area.	At Least One (1) Time/Year

Accurate and legible reports or records are essential to the successful, long-term operation of the drainage system. Maintenance and administrative personnel can use these records as a guide in adjusting system maintenance activities or frequencies; they can be used as a guide in determining when major system components should be added or replaced; and they are of great importance in establishing a reliable record of performance and in justifying decisions, expenditures and recommendations. System records are the only sound basis upon which to plan for corrective measures or justify budgetary changes.

Maintenance records and reports for the Great Northern Heights stormwater drainage system shall be completed on a routine basis and the information shall be retained with all other important operation, maintenance and performance records for the Great Northern Heights HOA.



February 28, 2014

Tom Cowan, PE
Carver Engineering
1995 Third Avenue East P.O. Box 2039
Kalispell Montana 59903-2039

RE: Great Northern Heights Phases 3&3A Water and Sewer Main Extension

Dear Tom:

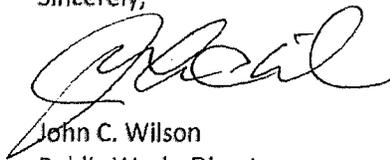
This letter is written in regard to the Great Northern Heights Phases 3&3A Water and Sewer Main Extension. The Public Works Department has reviewed and hereby approves your plans and specifications for water & sewer improvements. February 28, 2014 The City's Water and Wastewater facilities have adequate capacity to serve this project.

This approval is given with the understanding that any deviation from the approved plans and specifications must be reviewed and approved by the Public Works Department before any such changes can be implemented. Changes made without written approval may be subject to mitigation or removal, as determined by the Public Works Director.

Upon completion of construction, the project engineer shall certify and submit a set of complete and accurate record drawings to the City. The City will not accept the project as finished and water service may be withheld until record drawings have been submitted and approved as being complete and accurate.

Please schedule a pre-construction meeting with our Project Manager, Randy Reynolds, at your convenience and feel free to contact him at 863-2461 or 253-8602 if you have any questions.

Sincerely,



John C. Wilson
Public Works Director



Randy Reynolds
Project Manager

C: File
Corresp. File



May 2, 2014

Mr. Tom Cowan, P.E.
Carver Engineering
1995 Third Avenue East
Kalispell, Montana 59901

Re: Great Northern Heights Phase III – Review of Drainage and Erosion Control Plans

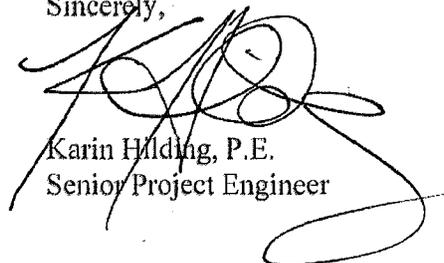
Dear Tom:

This letter is in regard to the Great Northern Heights Phase III Plans and Specifications. Your revised drainage and erosion control plans have been reviewed and approved by the Public Works Department. Approval is given with the understanding that any deviation from the approved plans and specifications will be submitted to the Public Works Department for review and approval. You will receive a separate letter from the City concerning review of the water and sewer system.

The erosion control Best Management Practices must be inspected on a regular basis and adequately maintained so that sediment is retained within the boundaries of the site and is prevented from being tracked onto City streets or entering the drainage system. A copy of the Erosion and Sediment Control Plan must be kept on site by the contractor. Ownership and maintenance of the drainage system outside of the City right-of-way is the responsibility of the Homeowners Association and is described in the HOA CC&R's.

Please contact the Public Works Department for a site inspection after the erosion control measures have been installed and prior to the start of construction. Please give me a call at 863-2450 if you have any questions.

Sincerely,



Karin Hilding, P.E.
Senior Project Engineer

cc: Wendy Compton-Ring

RE: Great Northern Hts. 3 & 3A

Subject: RE: Great Northern Hts. 3 & 3A
From: "Joe Page" <jpage@cityofwhitefish.org>
Date: 9/25/2014 8:29 AM
To: "Tom Cowan" <chappie@carvereng.com>

Tom,
Thanks for sending the PDFs
I'm happy with the placement of the hydrants
Sorry you had to wait
Thanks again

Chief Joe Page

-----Original Message-----
From: Tom Cowan [mailto:chappie@carvereng.com]
Sent: Tuesday, September 23, 2014 2:01 PM
To: Joe Page
Subject: Re: Great Northern Hts. 3 & 3A

Joe

See attached pdf's of our General Layout sheet and two water plan & profile sheets. I have red clouds around the hydrants - new and existing.

Tom Cowan

On 9/23/2014 12:39 PM, Joe Page wrote:

Tom,
Sorry
Chief and I are swapping positions so it's been a bit of a mess here
Do you have a PDF you could send over so I don't have to go through
the pile of drawings I have Thanks Joe

Chief Joe Page

-----Original Message-----
From: Tom Cowan [mailto:chappie@carvereng.com]
Sent: Tuesday, September 23, 2014 11:32 AM
To: Joe Page; Tom Kennelly
Subject: Great Northern Hts. 3 & 3A

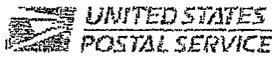
Just wondering if you have had an opportunity to look at the fire
hydrant layout for Great Northern Hts. Phases 3 & 3A that I dropped
off awhile back?

Please call or e-mail me if you have any questions.

Thanks!!

Tom Cowan
Carver Engineering

POSTMASTER
UNITED STATES POSTAL SERVICE



February 28, 2014

Re: Great Northern Heights, Phase 3
Whitefish, MT-Subdivision.

Dear Rob:

This letter is to acknowledge Postmaster approval to locate the mailbox units for the above subdivision at the NW corner of Great Northern DR and Granite DR in Whitefish, MT next to the existing units that service Phase 1 and Phase 2.

If you need further information please contact me. (406) 862-2151

Thank you,

A handwritten signature in black ink, appearing to read "S. White".

Scott White
Supervisor, Customer Service
Whitefish, MT 59937
(406) 862-2151

424 BAKER AVE.
WHITEFISH, MT. 59937-9908
406-862-2151
FAX:

By: SANDS SURVEYING, Inc.
2 Village Loop
Kellsell, MT 59901
(406) 756-6481

JOB NO: 242907 (163101.dwg)
DATE: JANUARY 6, 2014
FOR: ROB PERO
OWNERS: HILLTOP PARTNERS, LLC
ROBERT W. PERO REVOCABLE TRUST
ROBERT W. PERO

Plat Of Great Northern Heights, Phase 3A

A P.U.D. Of
A Portion of Lot 2, Askew Subdivision
W1/2NE1/4 SEC. 12, T.30N., R.22W., P.M.M., FLATHEAD COUNTY, MONTANA

SCALE: 1" = 30'
30' 15' 0 30' 60'



CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT WE HAVE CAUSED TO BE SURVEYED AND PLATTED INTO LOTS ALL THE FOLLOWING DESCRIBED PROPERTY AS DESCRIBED IN THE CERTIFICATE OF DEDICATION, AND SHOWN BY THE ANNEXED PLAT OR MAP AND SITUATED IN FLATHEAD COUNTY, MONTANA:

A TRACT OF LAND, SITUATED, LYING, AND BEING IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING at the southwest corner of the Northwest Quarter of the Northeast Quarter of Section 12, Township 30 North, Range 22 West, P.M.M., Flathead County, Montana, which is a found iron pin; Thence S89°46'55"E 109.99 feet to a set iron pin on the westerly R/W of a 60 foot city street known as Brimstone Drive; Thence along said R/W N00°30'00"W 92.61 feet to a set iron pin; Thence leaving said R/W N89°30'00"E 60.00 feet to a set iron pin on the easterly R/W of said Brimstone Drive; Thence along said R/W S00°30'00"E 18.45 feet to a set iron pin and the P.C. of a 16.00 foot radius curve, concave northeasterly, having a central angle of 89°16'55"; Thence along an arc length of 23.97 feet to a set iron pin on the northerly R/W of a 60 foot city street known as Great Northern Drive; Thence along said R/W S89°46'55"E 409.83 feet to a found iron pin; Thence leaving said R/W S00°13'05"W 60.00 feet to a found iron pin on the southerly R/W of said Great Northern Drive; Thence along said R/W S89°46'55"E 50.19 feet to a found iron pin; Thence leaving said R/W S00°30'00"E 149.99 feet to a found iron pin; Thence N89°46'55"E 644.06 feet to a found iron pin on the west boundary of the Southwest Quarter of the Northeast Quarter of said Section 12; Thence along said boundary N00°31'02"W 149.88 feet to the point of beginning and containing 2.930 ACRES; Subject to and together with all appurtenant easements of record.

THE ABOVE DESCRIBED TRACT OF LAND SHALL HEREAFTER BE KNOWN AS: **GREAT NORTHERN HEIGHTS, PHASE 3A**

UTILITY EASEMENT CERTIFICATE

The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephones, telegraph, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair, and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "UTILITY EASEMENT" to have and to hold forever.

The roadways known as "GREAT NORTHERN DRIVE and BRIMSTONE DRIVE" as shown hereon are hereby dedicated to the City of Whitefish forever.

HILLTOP PARTNERS LLC

ROBERT W. PERO REVOCABLE TRUST

ROBERT W. PERO

STATE OF MONTANA)
) SS
COUNTY OF FLATHEAD)

On this _____ day of _____, 201____, before me a Notary Public for the State of Montana, personally appeared _____

of HILLTOP PARTNERS LLC, and known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same.

Notary Public for the State of Montana
Printed name of Notary _____
Residing at _____
My commission expires _____/_____/_____

CERTIFICATE OF CITY COUNCIL

We, _____, Mayor for the City of Whitefish, and _____, City Clerk of the City of Whitefish, Montana do hereby certify that the accompanying plat was duly examined and approved by the City Council of the City of Whitefish at its regular meeting held on the _____ day of _____, 200____.

The roadways known as "GREAT NORTHERN DRIVE and BRIMSTONE DRIVE" as shown hereon are hereby accepted by the City of Whitefish forever.

Mayor of Whitefish, Montana _____ City Clerk of Whitefish, Montana _____

CERTIFICATE OF CITY ATTORNEY

I, _____, City Attorney for the City of Whitefish, Montana, do hereby certify that I have examined the Certificate of Title by a licensed title company on the land described in the Certificate of Dedication on the annexed Plat of GREAT NORTHERN HEIGHTS, PHASE 3A, and find that _____

are the owners in fee simple of the land so platted. Dated this _____ day of _____, 200____.

City Attorney for the City of Whitefish _____

STATE OF MONTANA)
) SS
COUNTY OF FLATHEAD)

On this _____ day of _____, 201____, before me a Notary Public for the State of Montana, personally appeared ROBERT W. PERO personally, and of the ROBERT W. PERO REVOCABLE TRUST, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Notary Public for the State of Montana
Printed name of Notary _____
Residing at _____
My commission expires _____/_____/_____

CONDITIONS OF APPROVAL PER WHITEFISH CITY COUNCIL:

- a. All house numbers shall be posted on the house in a clearly visible location.
- b. All utilities shall be placed underground.
- c. The minimum side yard setback of five feet from building envelope to the property line with a twelve foot landscape/common area (22 feet between building envelopes) is approved.
- d. The structures shall be setback a minimum of 10 feet from the top of the bluff defined as Elevation 3086 MSL. The elevation line shall be staked on site prior to final plat.
- e. The neighboring agricultural use pre-dates the Great Northern Heights development and these agricultural uses are completely lawful. Trespassing without landowner consent, harassing livestock and destruction of property such as fences are illegal and can be enforced by the appropriate law enforcement agencies.
- f. All roads within the subdivision shall be dedicated to the City and open to public use.
- g. Ownership and maintenance of the drainage system outside of the City right-of-way is the responsibility of the Homeowners Association.
- h. All noxious weeds, as described by Whitefish City Code, shall be removed throughout the life of the development by the recorded property owner.

Acresage Table:

Lots	Size: (Acres)	Size: (Sq.Ft.)
T-9	0.0771	3360
T-10	0.0771	3360
T-11	0.0771	3360
T-12	0.0771	3360
T-13	0.0771	3360
T-14	0.0771	3360
T-15	0.0771	3360
T-16	0.0771	3360
T-17	0.0771	3360
T-18	0.0771	3360
T-19	0.0771	3360
T-20	0.0771	3360
T-21	0.1468	6394
T-22	0.0663	2888
T-23	0.0663	2888
		1.2048 52490
Open Space "E"	0.099	4309
Open Space "F"	0.706	30768
Road:	0.920	40077
Total:	2.930	127634

Note: For taxation purposes add 1/18th of Open Space "F" to Lots T-9 thru T-20. (1/18th of 0.706 Acres = 0.0388 ac/lot.)

Note: For taxation purposes add 1/3rd of Open Space "E" to Lots T-21 thru T-23. (1/3rd of 0.099 Acres = 0.033 ac/lot.)

LEGEND:

- 1/16 Corner (as noted)
- Set 1/2"x24" Rebar & Cap (79755)
- Found 1/2" Rebar & Cap (79755)
- Found 5/8" Rebar
- Street Address

CERTIFICATE OF SURVEYOR

THOMAS E. SANDS 79755

APPROVED: _____, 200____

EXAMINING LAND SURVEYOR
REG. No. 64283

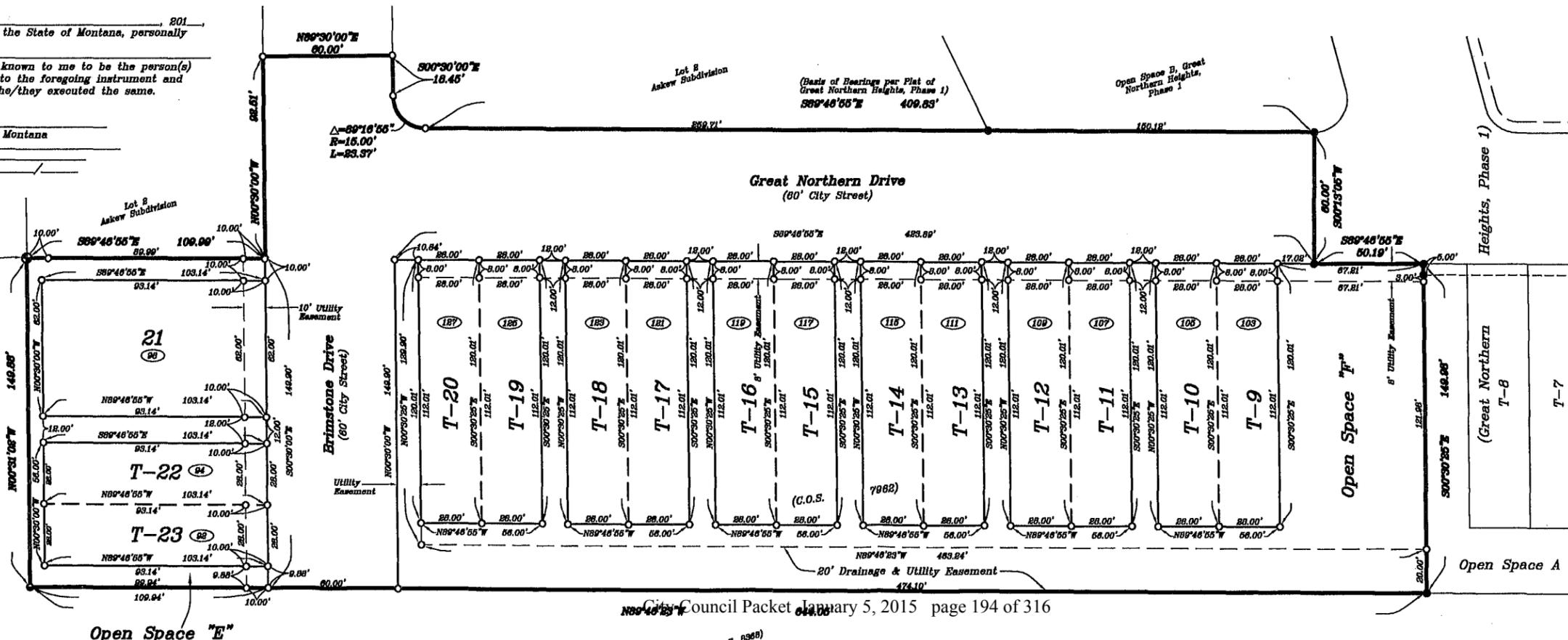
STATE OF MONTANA)
COUNTY OF FLATHEAD) SS
FILED ON THE _____ DAY OF _____, 20____
AT _____, PAID FEE _____

CLERK & RECORDER

BY _____
DEPUTY

INSTRUMENT REC. No. _____

SHEET 1 OF 1 SHEETS



(C.O.S. 6368)

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ORDINANCE NO. 15-___

An Ordinance of the City Council of the City of Whitefish, Montana, rezoning approximately 0.17 acres of land located at 1016 Park Avenue, in Section 31, Township 31 North, Range 21 West, Whitefish, Montana, from County R-4 (Two-Family Residential) to City WR-2 (Two-Family Residential District) and adopting Findings with respect to such rezone.

WHEREAS, the City of Whitefish initiated a rezone with respect to property located at 1016 Park Avenue, and legally described as Tract 1AA, in Section 31, Township 31 North, Range 21 West, P.M.M., Flathead County, Montana; and

WHEREAS, in response to the City-initiated rezone, the Whitefish Planning & Building staff prepared Staff Report WZC 14-09, dated December 18, 2014, which analyzed the proposed rezone and recommended in favor of its approval; and

WHEREAS, at a lawfully noticed public hearing on December 18, 2014, the Whitefish Planning Board reviewed Staff Report WZC 14-09, received an oral report from Planning staff, invited public comment, and thereafter voted unanimously to recommend in favor of the proposed zone change; and

WHEREAS, at a lawfully noticed public hearing on January 5, 2015, the Whitefish City Council reviewed Staff Report WZC 14-09 and letter of transmittal, received an oral report from Planning staff, and invited public comment; and

WHEREAS, it will be in the best interests of the City of Whitefish, and its inhabitants, to approve the proposed rezone; and

WHEREAS, the proposed rezone meets zoning procedure and the criteria and guidelines for the proposed rezone required by MCA §§76-2-303 through 76-2-305 and WCC §11-7-12.

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

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

Section 2: Staff Report WZC 14-09 dated December 18, 2014, together with the December 30, 2014 letter of transmittal from the Whitefish Planning & Building Department, are hereby adopted as Findings of Fact.

Section 3: The real property located at 1016 Park Avenue, and legally described as Tract 1AA in Section 31, Township 31 North, Range 21 West, P.M.M., Flathead County, Montana, previously zoned County R-4 (Two-Family Residential) is hereby rezoned to City WR-2 (Two-Family Residential District).

Section 4: The official Zoning Map of the City of Whitefish, Montana, be amended, altered and changed to provide that the rezone and zoning map amendment of the real property

identified on the map attached hereto as Exhibit "A", and incorporated herein by reference, shall be designated City WR-2 (Two-Family Residential District).

Section 5: The Zoning Administrator is instructed to change the City's official Zoning Map to conform to the terms of this Ordinance.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS _____ DAY OF _____, 2015.

John M. Muhlfeld, Mayor

ATTEST:

Necile Lorang, City Clerk

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



December 30, 2014

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

RE: James Kraske/City of Whitefish Zone Change: WZC 14-09

Honorable Mayor and Council:

Summary of Requested Action: This is a request by the City of Whitefish on behalf of James Kraske for a rezone of one parcel with the zoning designation of County R-4 (Two-Family Residential) to City WR-2 (Two-Family Residential District). The property is located at 1016 Park Avenue and totals approximately 0.2 acres.

Planning & Building Department Recommendation: Staff recommended approval of the above referenced rezone.

Public Hearing: No members of the public spoke at the public hearing. The draft minutes from the Planning Board for this item are attached as part of this packet.

Planning Board Action: The Whitefish City Planning Board met on December 18, 2014 and considered the requested rezone. Following the public hearing, the Planning Board voted 7-0 (unanimously) and recommended approval of the above referenced rezone and adopted the staff report as findings of fact.

This item has been placed on the agenda for your regularly scheduled meeting on January 5, 2015. Should Council have questions or need further information on this matter, please contact the Planning Board or the Planning & Building Department.

Respectfully,

A handwritten signature in black ink that reads "Bailey Minnich". The signature is written in a cursive, flowing style.

Bailey Minnich, CFM
Planner II

Att: Draft Minutes of 12-18-14 Planning Board Meeting

Exhibits from 12-18-14 Staff Packet

1. Staff Report WZC-14-09, 12-18-14
2. Adjacent Landowner Notice, 11-25-14
3. Advisory Agency Notice, 12-1-14

The following was submitted by the applicant:

4. Application for Zoning Map Amendment, 11-17-14

c: w/att Necile Lorang, City Clerk

Draft

BOARD DISCUSSION

Rebecca is concerned with the parking but admits that other studios in the area have worked the parking issue out. Also, safety in the alley is a concern but Rebecca felt it wasn't worth holding up the application. Melisa suggested signs reinforcing use of cross walks to minimize jaywalking. Rebecca asked what the maximum occupancy at any one time might be and Bailey said that would be addressed through the Building Permit process. Jim said there is an allocation of four parking spaces, but other than that, the Planning Board doesn't have any ability for input on that. Ken S. called for the question.

VOTE

The motion passed unanimously. The matter is scheduled to go before the Council on January 5, 2015.

2. ZONE CHANGE ON PROPERTY RECENTLY ANNEXED INTO CITY LIMITS

Request by the City of Whitefish for a Zone Change on a parcel recently annexed into City limits. The property is developed with a residential use. The subject property is located at 1016 Park Avenue, legally described as Tract 1AA in S31 T31N 22W.

**STAFF REPORT
WZC 14-09
(Minnich)**

Planner Minnich reviewed her staff report and findings. The purpose of the rezone is due to recent annexation of the property into City limits. No comments were received from notified property owners.

Staff recommended adoption of the findings of fact within staff report WZC 14-09 and that the map amendment from County R-4 (Two-Family Residential) to City WR-2 (Two-Family Residential District) be recommended for **approval** to the Whitefish City Council.

APPLICANT / AGENCIES

None.

PUBLIC COMMENT

None.

MOTION

Rebecca moved and Frank seconded, to accept staff report WZC 14-09.

BOARD DISCUSSION

None. Ken M. called for question.

VOTE

The motion passed unanimously and the matter is scheduled for City Council on January 5, 2015.

3. WHITEFISH HOTEL GROUP LLC

Whitefish Hotel Group, LLC, is requesting a Conditional Use Permit to construct a hotel that exceeds 7,500 square

Draft

**KRASKE/CITY OF WHITEFISH
ZONE CHANGE WZC 14-09
EXHIBIT LIST
DECEMBER 18, 2014**

1. Staff Report – WZC 14-09, 12-18-14
2. Adjacent Landowner Notice, 11-25-14
3. Advisory Agency Notice, 12-1-14

The following was submitted by the applicant:

4. Application for Zoning Map Amendment, 11-17-14

**KRASKE/CITY OF WHITEFISH
ZONE CHANGE
STAFF REPORT WZC 14-09
DECEMBER 18, 2014**

A report to the Whitefish Planning Board and the Whitefish City Council regarding a request by the City of Whitefish on behalf of Justin Kraske to rezone one parcel from County R-4 (Two-Family Residential) to City WR-2 (Two-Family Residential District) at 1016 Park Avenue. This request is scheduled before the Whitefish Planning Board for public hearing on Thursday, December 18, 2014 at 6:00 PM. A recommendation will be forwarded to the City Council for a subsequent public hearing on Monday, January 5, 2014 at 7:10 PM. Both hearings will be held in the Whitefish City Council Chambers.

PROJECT SCOPE

The City is requesting a zone change on one parcel (Tract 1AA) from County R-4 (Two-Family Residential) to City WR-2 (Two-Family Residential District). The parcel fronts on Park Avenue and is located within the city limits.

The purpose of rezoning the property to a City zone is due to the adoption of Resolution 14-51 which annexed the property into Whitefish City limits. As the property is now within the City, the zoning must be changed from a County zoning designation to a City zoning designation.

Figure 1: Location of subject property outlined in red.



Purpose of WR-2: 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.

	WR-2 (proposed zoning)	R-4 (existing zoning)
Minimum lot area:	6,000 sq feet (single family)	6,000 sq feet (single family)
Front yard setback:	25 feet	20 feet
Side yard setback:	10 feet	5 feet
Rear yard setback:	20 feet	20 feet
Maximum height:	35 feet	35 feet
Permitted lot coverage:	40% maximum	40% maximum

A. Property Owners:

Justin Kraske
709 9th Avenue #2
Helena, MT 59601

Applicant:

City of Whitefish
PO Box 158
Whitefish, MT 59937

B. Location and Size:

The subject property is located adjacent to Park Avenue, approximately 0.10 mile south of the intersection of Park Avenue and 10th Street. (See Figure 1.) The property can be legally described as Tract 1AA in Section 31, Township 31N, Range 21W, P.M.M., Flathead County, Montana. The subject property is approximately 0.2 acres in size.

C. Existing Land Use, Zoning and Growth Policy Designation:

The property is currently developed with a single-family residence. The Growth Policy identifies the parcel as Urban on the Whitefish City-County Growth Policy Future Land Use Map. The text within the Growth Policy relating to the classifications states this designation is generally for residential that defines the traditional neighborhoods near downtown Whitefish where the residential units are typically one and two-family. The applicable zoning designations include WLR, WR-1, and WR-2.

D. Adjacent Land Uses, Zoning and Growth Policy Designations:

North:	residential	WR-2	Urban
South:	residential	WR-2	Urban
East:	residential	WR-2	Urban
West	residential	WR-2	Urban

E. Public Notice:

A notice was mailed to adjacent land owners within 150-feet of the subject parcels on November 25, 2014. Advisory agencies were noticed on December 1, 2014. A notice was published in the Whitefish Pilot on December 3, 2014. As of the writing of this report, no public comments have been received.

F. Utilities

Sewer:	City of Whitefish
Water:	City of Whitefish
Solid Waste:	North Valley Refuse
Electric:	Flathead Electric Co-op
Phone:	Centurylink
Police:	City of Whitefish
Fire:	City of Whitefish
Roads:	City of Whitefish

REVIEW AND FINDINGS OF FACT:

This request is reviewed in accordance with the Whitefish Zoning Regulations Section 11-7-10 and based on statutory criteria on the purposes of zoning (76-2-304 & 305 M.C.A.).

The Whitefish Zoning Jurisdiction Regulations set forth the process for rezoning property and the considerations that both the Planning Board and the City Council must make in order to approve an amendment. While some of these considerations are not applicable as the existing and proposed zoning districts already address them, several considerations need to be reviewed in light of the proposed zoning district. The following is a review and discussion of considerations applicable to the proposed zoning district.

A. Made in Accordance with a Growth Policy.

The Growth Policy Future Land Use Map designates the parcel within the Urban designation. The proposed change to WR-2 (Two-Family Residential District) zoning is consistent with the Urban designation.

Finding 1: The proposed zone change to WR-2 is in accordance with the Growth Policy because it complies with the Urban land use designation.

B. Secure safety from fire, panic and other dangers.

The property is served by the City of Whitefish Police and Fire Departments. Any future development will meet all City requirements for roadway widths and Fire Department standards.

Finding 2: The proposed zone change will secure safety from fire, panic and other dangers because the city standards and zoning standards will be reviewed at the time of development.

C. Promote the public health, public safety and general welfare.

Public services and utilities are immediately available to the property and will be extended to serve the site.

Finding 3: The proposed zone change promotes public interest, health, comfort and general welfare because it is in conformance with the Growth Policy.

D. Facilitate the Adequate Provision of Transportation, Water, Sewerage, Schools, Parks and other Public Requirements.

Water and sewer will be extended to the property. The subject property is located adjacent to a City maintained road, which is paved. The school district will not change due to the recent annexation, and the subject property is located approximately 0.1 mile from a City owned subdivision park area and 0.27 miles from the City owned Canoe Park along the Whitefish River.

Finding 4: The proposed zone change facilitates the adequate provision of transportation, water, sewerage, schools, parks and other public requirements because it is located inside city limits and is served by all public services and facilities.

E. Reasonable Provision of Adequate Light and Air.

The proposed zoning designation include setbacks, maximum building height and lot coverage. In addition, all construction will require conformance with the Building Code.

Finding 5: The proposed zone change provides reasonable provision of adequate light and air because the zoning and other city standards will prevent the overcrowding of the land through lot coverage, setbacks and conformance with the Building Code.

F. The Effect on Motorized and Non-motorized Transportation Systems.

The property is located in the city limits and is served by Park Avenue which is a City maintained road. The proposed zone change from a County R-4 zone to a closely equivalent City WR-2 zone will not have an effect on the motorized and non-motorized transportation systems because the proposed uses in each district are very similar.

Finding 6: The proposed zone change will not have an effect on motorized and non-motorized transportation systems because the property is served by a paved City maintained road and the proposed uses in each district are very similar.

G. Promotion of Compatible Urban Growth.

The subject property is located in an area identified as Urban by the Growth Policy's Future Land Use Map. The Growth Policy designates Urban as including WLR, WR-1 and WR-2 zoning. Since the subject property has been recently annexed into the Whitefish City limits, the property must be rezoned to an equivalent City zone, which is WR-2. Therefore, the proposed zone change will promote compatible urban growth for the surrounding area.

Finding 7: The proposed zone change will promote compatible urban growth because the property is served by public services, and is consistent with the adopted Growth Policy.

H. Consideration to the character of the district and its particular suitability for particular uses.

The character of the district is predominately single family. The lot sizes are comparable, and the proposed zoning will be the most equivalent.

Finding 8: The proposed zone change considers the character of the district and its particular suitability for particular uses because it is a predominately single family neighborhood, the lot sizes are comparable between both zones, and the proposed zoning will be the most equivalent.

I. Conserving the Value of Buildings.

The subject property currently has an existing single-family residence. The WR-2 zoning permits single-family and two-family dwellings. Therefore the value of surrounding buildings will not be negatively impacted by the proposed zone change.

Finding 9: The proposed zone change will conserve the value of buildings because the property has an existing single-family residence, and the value of surrounding buildings will be maintained as the WR-2 zoning permits single-family and two-family residences.

J. Encouraging the Most Appropriate Use of Land Throughout the Jurisdictional Area.

As previously stated, the area encompassing the subject property is listed as Urban in the Whitefish Growth Policy. The proposed zoned change to WR-2 would encourage the most appropriate use of land as it would be similar to adjacent properties currently developed as single-family residential.

Finding 10: The proposed zone change encourages the most appropriate use of land throughout the jurisdictional area because it will be similar to adjacent properties currently developed as single-family and will comply with the Growth Policy.

K. That Historical Use and Establish Use Patterns and Recent Change in Use Trends will be Weighed Equally and Consideration not be Given One to the Exclusion of the Other.

Finding 11: The Planning Board and the City Council should consider the historical and established use patterns, including trends, when making a decision on the project

RECOMMENDATION

It is recommended that the Whitefish Planning Board adopt staff report WZC 14-09 findings of fact and recommend to the Whitefish City Council the map amendment be **approved**.



Public Notice of Proposed Land Use Action

The City of Whitefish would like to inform you that The City of Whitefish is proposing to rezone a parcel recently annexed into City limits from County R-4 (Two-Family Residential) to WR-2 (Two-Family Residential District). The property is developed with a residential use. The subject property is located at 1016 Park Avenue and can be legally described as Tract 1AA in Section 31, Township 31N, Range 21W.

You are welcome to provide comments on the project. Comments can be in written or email format. The Whitefish Planning Board will hold a public hearing for the proposed project request on:

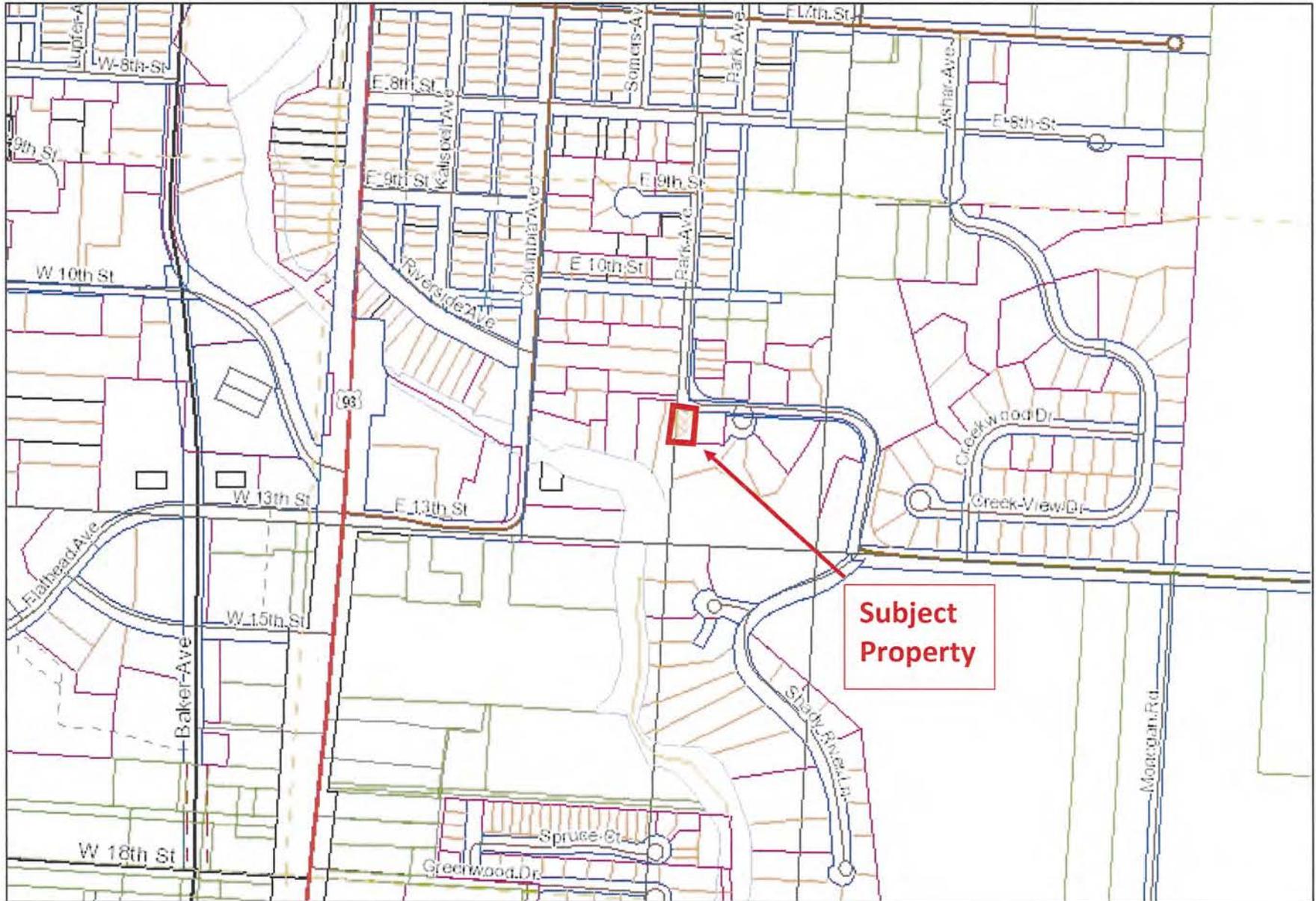
**Thursday, December 18, 2014
6:00 p.m.
Whitefish City Council Chambers, City Hall
402 E. Second Street, Whitefish MT 59937**

The Whitefish Planning Board will make a recommendation to the City Council, who will then hold a public hearing and take final action on Monday, January 5, 2015 at 7:10 p.m., also in the Whitefish City Council Chambers.

On the back of this flyer is a map showing the subject properties. Additional information on this proposal can be obtained at the Whitefish Planning Department located at 510 Railway Street. The public is encouraged to comment on the above proposals and attend the hearings. Please send comments to the Whitefish Planning Department, PO Box 158, Whitefish, MT 59937, or by phone (406) 863-2410, fax (406) 863-2409 or email at bminnich@cityofwhitefish.org. Comments received by the close of business on Wednesday December 10, 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.

EXHIBIT

2



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



Date: December 1, 2014
To: Advisory Agencies & Interested Parties
From: Whitefish Planning & Building Department

The regular meeting of the Whitefish Planning Board will be held on Thursday, December 18, 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 all items on Monday, January 5, 2015. 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. A request by Stephanie Elm for a Conditional Use Permit to operate an athletic club and retail space. The subject property is located at 237 Baker Avenue and can legally be described as Lots 15 & 16 of Block 44 in Whitefish Subdivision, in Section 36, Township 31N, Range 22W. (WCUP 14-10) Minnich
2. A request by the City of Whitefish for a Zone Change on a parcel recently annexed into City limits. The property is developed with a residential use. The subject property is located at 1016 Park Avenue and can be legally described as Tract 1AA in Section 31, Township 31N, Range 21W. (WZC 14-09) Minnich
3. A request by Whitefish Hotel Group LLC for a Conditional Use Permit to construct a hotel that exceeds 7,500 square foot per §11-2L-4 of the WB-3 zoning district. The property is located at 204 Spokane Avenue and can be legally described as Lots 1-11 and 19-25 in Block 46 of Whitefish Original Townsite in S36-T31N-R22W. (WCUP 14-11)

Additionally, there will be a Work Session on the Final Draft of the Highway 93 West Corridor Land Use Plan (public comment welcome) (Taylor)

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.

EXHIBIT

3



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

File #: W2C-14-09
 Date: 11/17/14
 Intake Staff: BM
 Date Complete: _____

ZONING MAP AMENDMENT - ANNEXATION

INSTRUCTIONS:

- Submit the completed application with annexation form and appropriate attachments to the Whitefish City Clerk's Office.
- After annexation, the rezone application will be scheduled at the next available meeting of the City Planning Board, which meets on the third Thursday of each month at 6:00 PM in the City 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 Address: 1016 Park Avenue
 Assessor's Tract No.(s) 1AA Lot No(s) _____
 Block # _____ Subdivision Name _____
 Section ³¹ _____ Township ³¹ _____ Range ²¹ _____

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

 Owner's Signature¹

 Date

Justin Kraske
 Print Name

11/17/2014
 Date

 Applicant's Signature

City of Whitefish
 Print Name

 Representative's Signature

 Date

 Print Name

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

EXHIBIT

4

APPLICATION CONTENTS:

Attached ALL ITEMS MUST BE INCLUDED - INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

- Zoning Map Amendment – Annexation Application
- Map showing the location and boundaries of the property
- Copy of Approved Resolution annexing property into City limits
- Electronic version of entire application such as .pdf
- Certified adjacent owners list for properties within 150-feet of subject site

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: Justin Kraske Phone: _____
Mailing Address: 709 9th Ave #2
City, State, Zip: Helena, MT 59601
Email: _____

APPLICANT:

Name: City of Whitefish Phone: 406-863-2410
Mailing Address: P.O. Box 158
City, State, Zip: Whitefish, MT 59937

C. State the changing conditions that make the proposed amendment necessary:

The subject property has recently been annexed into Whitefish City limits (October 20, 2014). As the property now lies within the jurisdiction of the City of Whitefish, the zoning must be changed from a County zone to a City zone.

----- For City Staff Use Only -----

PROPOSED ZONING:

CURRENT ZONING DISTRICT: County R-4
PROPOSED ZONING DISTRICT: City WR-2



FLATHEAD COUNTY GIS

KALISPELL, MONTANA

GIS Home | Downloadable Data | Help | Contact Us

General Parcel Data

Tract Id: 3121X31-XXX-1AA
Assessor: 0837555
Geocode: 07429331412010000
Approximate Acres: 0.2
City: WHITEFISH
Subdivision Name: NA
Owner: KRASKE, JUSTIN W
Address: (M) 709 9TH AVE #2 HELENA MT 59601
Owner: KRASKE, JUSTIN W
Address: (P) 1016 PARK AVE WHITEFISH MT 59937

Certificates of Survey

Tract Land: [CS 3247.tif](#)
Subdivision RTMT/BLA: None available

Subdivision Plats

None available

School Data

School District Name: WHITEFISH
School District Number: 44
High School District: WHITEFISH
Kalispell Elementary District: NA

Congressional Data

Precinct Number: 20
House District: 5
Senate District: 3
Kalispell Ward Number: NA

Water, Sewer and Fire Data

Fire District: NA
Water & Sewer District: WHITEFISH COUNTY WATER SEWER

Zoning Data

Neighborhood Plan: NA
County Zoning District: RURAL WHITEFISH INTERIM
County Zoning Use: R-4
Whitefish Zoning: NA
Kalispell Zoning: NA
Columbia Falls Zoning: NA

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



201400021621
Page: 1 of 11
Fees: \$77.00
10/23/2014 1:21 PM

Paula Robinson, Flathead County MT by DD

RESOLUTION NO. 14-51

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 1016 Park Avenue, for which the owner has petitioned for and consented to annexation.

WHEREAS, Justin W. Kraske 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, described and shown more fully on Exhibit A, attached hereto and made a part hereof. 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 are hereby 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, legally described and shown more fully on the attached Exhibit A, incorporated herein by reference.

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

0837555

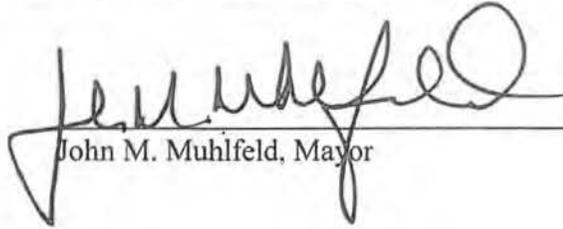
10/23/14

Approved



Section 3: The City Clerk is hereby instructed to certify a copy of this Resolution so entered upon the October 20, 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 20TH DAY OF OCTOBER, 2014.



John M. Muhlfeld, Mayor

ATTEST:



Necile Lorang, City Clerk



STATE OF MONTANA }
County of Flathead } SS:
City of Whitefish

I hereby certify that the instrument to which this certificate is affixed is a true, correct and compared copy of the original on file in the office of the Clerk of the City of Whitefish.

Witness my hand and the seal of the City of Whitefish, Flathead

County, Montana, this 22nd day of October, 2014

by Necile Lorang Clerk



A tract of land situate, lying and being in Government Lot 4, Section 31, Township 31 North, Range 21 West, P.M.M., Flathead County, Montana, more particularly described as follows:

Commencing at the Southwest corner of Section 31; thence and along the Westerly boundary of Section 31
 North 00°34'40" East, a distance of 376.68 feet to the Point of Beginning of the tract of land herein described; thence continuing and along the Westerly boundary of Section 31
 North 00°34'40" East, a distance of 118.30 feet to the Southerly right of way of a 40 foot deeded county road; thence and along the Southerly right of way
 South 89°52'00" East, a distance of 182.26 feet; thence
 South 00°34'40" West, a distance of 118.30 feet; thence
 North 89°52'00" West, a distance of 182.26 feet to the Point of Beginning.

Tract 1 of Certificate of Survey No. 3247.

EXCEPTING THEREFROM A tract of land situate, lying and being in Government Lot 4, Section 31, Township 31 North, Range 21 West, P.M.M., Flathead County, Montana, more particularly described as follows to wit:

Commencing at the Southwest corner of Section 31, Township 31 North, Range 21 West, P.M.M., Flathead County, Montana, at a point; thence along the West boundary of said Section 31
 North 00°34'40" East, a distance of 376.68 feet to a point, which is the Southwest corner of that tract of land shown as Tract 1 of Certificate of Survey No. 3247 (records of Flathead County); thence along the South boundary of said tract
 South 89°52'00" East, a distance of 61.76 feet to a point and the True Point of Beginning of the tract of land herein described; thence
 North 00°33'51" East, a distance of 118.28 feet to a point on the South right of way of a 40 foot deeded county road known as Park Avenue; thence and along said South right of way
 South 89°50'19" East, a distance of 120.62 feet to a point which is the Northeast corner of said tract; thence and along the East boundary of said tract
 South 00°37'42" West, a distance of 118.22 feet to a point and the Southeast corner thereof; thence and along the Southerly boundary thereof
 North 89°52'00" West, a distance of 120.49 feet to the Point of Beginning.

Tract 1 of Certificate of Survey No. 7939.

Commonly known as: 1016 Park Avenue, Whitefish, MT 59937

EXHIBIT "A"



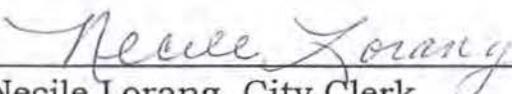
**CERTIFICATE AS TO RESOLUTION
AND ADOPTING VOTE**

I, the undersigned, being the duly qualified and acting recording officer of the City of Whitefish, Montana (the "City"), hereby certify that the attached resolution is a true copy of a resolution entitled: "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 1016 Park Avenue, for which the owner has petitioned for and consented to annexation" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on October 20, 2014, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, Councilors voted unanimously in favor thereof.

WITNESS my hand and seal officially this 20th day of October, 2014.





Necile Lorang, City Clerk



PETITION
BEFORE THE CITY COUNCIL
OF THE
CITY OF WHITEFISH

PETITION FOR ANNEXATION TO CITY

Dated this 26th day of September, 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 26th day of September, 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:

S31, T31N, R21 W TR 1AA IN LY

PROPERTY ADDRESS: 1016 Park Ave
ZONED AS: R-4

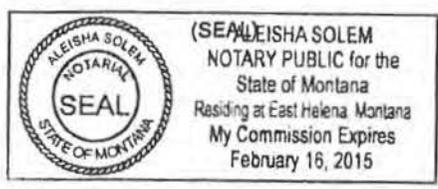
Susha Kraska

[Printed Name] _____ [Printed Name]

STATE OF Montana
County of Lewis + Clark) :ss

On this 30th day of September, 2014, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Susha Kraska 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.



Aleisha Salen

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



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 September, 2014,
by and between the City of Whitefish, a municipal corporation ("CITY") as grantor of City
water and/or sanitary sewer services, and Justin Kraske
("OWNER"), as grantee recipient(s) of City water and/or sanitary sewer services, whose
mailing address is 709 9th Ave #1 with respect to the following facts:
Helena, MT 59601

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"): Physical Address: 1016 Park Ave

LEGAL DESCRIPTION

S 31, T 31N, R 21 W TR 1AA IN L 4

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

continue to

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 1 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 1 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)

Sustin Krasko
[Printed Name]

[Printed Name]

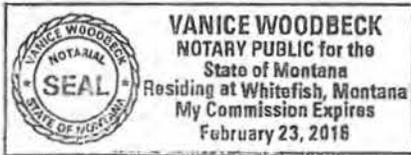
ATTEST:

Necile Lorang
Necile Lorang, City Clerk

STATE OF MONTANA)
) ss.
County of Flathead)

On this 14 day of October, 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.

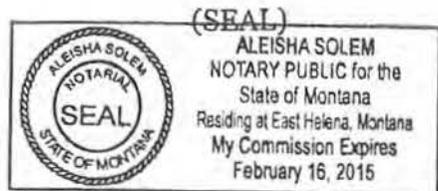


Vanice Woodbeck
Notary Public for the State of Montana

STATE OF MONTANA)
 Lewis & Clark) ss.
County of Flathead)

On this 30th day of September, 2014, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Susha Kaske 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.



Aleisha Solem
Notary Public for the State of _____
[print or type name of Notary]
Residing at _____
My Commission expires: _____

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



December 30, 2014

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

RE: Elm Health Club at 237 Baker Avenue; (WCUP 14-10)

Honorable Mayor and Council:

Summary of Requested Action: Stephanie Elm is requesting approval of a Conditional Use Permit to operate a health club within an existing commercial structure at 237 Baker Avenue. The health club would be located within the building previously occupied by the Towne Printer, directly adjacent to Baker Avenue. The property is zoned WB-3, General Business District. The Growth Policy designation for this area is 'Core Commercial' which corresponds to the WB-3. The building is approximately 3,880 square feet. No expansion of the existing building is proposed. The health club is an established membership based fitness club and personal training studio currently located within the Mountain Mall. In addition, the applicant is proposing a dedicated retail space within the building which will total approximately 600 square feet. The property is accessed from Baker Avenue and the existing alley at the rear of the property.

Planning & Building Department Recommendation: Staff recommended approval of the above referenced conditional use permit with five (5) conditions set forth in the attached staff report.

Public Hearing: The applicant spoke at the hearing, along with 1 member of the public. The applicant addressed the number of current members versus the maximum numbers of members they felt could be at this location, the potential amount of traffic generated, and their peak hours of operation. Concerns raised during public comment included the alley parking causing congestion but was overall in support of the proposal. The draft minutes for this item are attached as part of this packet.

Planning Board Action: The Whitefish City Planning Board met on December 18, 2014 and considered the request. Following the public hearing, the Planning Board recommended approval of the above referenced conditional use permit (7-0, unanimously) with five (5) conditions as recommended by staff and adopted the staff report as findings of fact. One minor amendment to Condition #1 was proposed and approved (7-0, unanimously) to change the date of the relevant site plan to December 18, 2014, as a modified site plan was submitted to the Planning Board that evening.

This item has been placed on the agenda for your regularly scheduled meeting on January 5, 2015. Should Council have questions or need further information on this matter, please contact the Planning Board or the Planning & Building Department.

Respectfully,



Bailey Minnich, CFM
Planner II

Att: Exhibit A: Recommended Conditions of Approval
Draft Minutes of 12-18-14 Planning Board Meeting

Exhibits from 12-18-14 Planning Board Packet

1. Staff Report – WCUP 14-10, 12-18-14
2. Adjacent Landowner Notice, 11-25-14
3. Advisory Agency Notice, 12-1-14

The following were submitted by the applicant:

4. Application for Conditional Use Permit, 11-20-14

c: w/att Necile Lorang, City Clerk

c: w/o att Stephanie Elm, 28 Park Avenue, Whitefish, MT 59937

Exhibit A
Elm
WCUP 14-10
Whitefish Planning Board
Recommended Conditions of Approval
December 30, 2014

1. The project shall be constructed in compliance with the plans submitted on December 18, 2014, except as amended by these conditions. Any significant deviation from the plans shall require approval.
2. All signage shall comply with Chapter 5 of the Whitefish Zoning Regulations.
3. The applicant shall be required to obtain a building permit from the City of Whitefish for any modifications to the existing structure. (City Building Code)
4. Any modifications to the exterior of the building, including the proposed canopies and façade updates, will require review by the Architectural Review Committee prior to commencement.
5. The conditional use permit is valid for 18 months and shall terminate unless commencement of the authorized activity has begun. (§11-7-8)

**CALL TO ORDER AND
ROLL CALL**

The regular meeting of the Whitefish Planning Board was called to order at 6:00 pm by Chairman Ken Meckel. Board members present were John Ellis, Jim Laidlaw, Ken Meckel, Rebecca Norton, Melissa Picoli, Ken Stein and Frank Sweeney. Planning Director David Taylor, Senior Planner Wendy Compton-Ring, and Bailey Minnich, Planner II, represented the Whitefish Planning and Building Department.

APPROVAL OF MINUTES

Rebecca moved and Melisa seconded to adopt the November 20, 2014, minutes, with a spelling correction (Sweet Peaks instead of Sweat Peaks). On a vote by acclamation the motion passed unanimously to approve the minutes, as amended.

**COMMUNICATIONS FROM
THE PUBLIC (ITEMS NOT
ON THE AGENDA)**

None.

OLD BUSINESS

None.

**1. STEPHANIE ELM
CONDITIONAL USE
PERMIT REQUEST**

Stephanie Elm is requesting a Conditional Use Permit to operate a health club and retail space at 237 Baker Avenue, legally described as Lots 15 and 16 of Block 44 in Whitefish Subdivision in S36 T31N R22W, P.M.M., Flathead County, Montana.

**STAFF REPORT
WCUP 14-10
(Minnich)**

Planner Minnich reviewed her staff report and findings including an increase the square footage allocated for retail space from 600 sq. ft. to 675 sq. ft. as shown on drawings distributed prior to the start of the meeting. The membership for the health club at its current location is approximately 100.

Staff recommended adoption of the findings of fact within staff report WCUP 14-10 and that the Conditional Use Permit be recommended for **approval** to the Whitefish City Council subject to the proposed 5 Conditions of Approval. Staff pointed out that Condition 1 included the submission date of November 20, 2014, for the plans, and should be changed to December 18, 2014, since revised plans were submitted tonight.

John asked why a CUP was needed and Bailey responded that the definition of Club in the zoning code includes

Draft

athletic clubs and is listed as a Conditional Use in a WB-3 zone. John suggested the reason for the necessity of a CUP be included in future staff reports. Frank asked what the current traffic generation is for the Towne Printer, the business currently occupying the space. After researching, Bailey responded that staff does not have a copy of the current Trip Generation Manual. Instead, staff has a copy of an undated Vehicle Trip Generation table from an unknown source. Unfortunately, it does not list health club or club in the table. Therefore, staff has to estimate to their best ability what the traffic generation could be, and that is the number proposed in the staff report. Ken S. agreed that there might be more traffic with this type of business; however, Jim said he thought historically the Towne Printer would have generated far greater traffic. Rebecca asked if there is an exit on the alley, and Bailey responded that the plan submitted tonight shows an alley access.

APPLICANT / AGENCIES

Stephanie Elm, 28 Park Avenue, landlord, addressed the question regarding the number of current members as 125, and a maximum at this location would be 250 she thought. Traffic would definitely not be as many as 500 trips per day. She said they would promote health club access from alley and retail from front of building. Melisa asked whether peak hours would be outside of business hours and whether Stephanie anticipated a possible increase in crime due to the entry to key pad. Stephanie replied no. Melisa mentioned the proposed location is only about a block from other yoga and Pilates studios and retail and asked if they were contacted. Stephanie said the type of business proposed for the Town Printer location is very different because it is a small, membership-based club with personal training. The retail use is not part of the application as retail is currently a permitted use in a WB-3 zone.

PUBLIC COMMENT

Toni Rae Idol, Idol Signature Alley, 238 Central Avenue, located directly behind Towne Printer spoke in favor of a health club in this location, but worried about alley parking causing a serious congestion issue. The building is allotted six parking spaces, and Stephanie thought the parking lot near Sweet Peaks or residential parking could be utilized.

MOTION

Rebecca moved and Jim seconded, to accept staff report WCUP 14-10, with the change in Condition 1 to indicate current site plan submitted tonight, and the other Conditions (2-5). The motion passed unanimously.

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Draft

BOARD DISCUSSION

Rebecca is concerned with the parking but admits that other studios in the area have worked the parking issue out. Also, safety in the alley is a concern but Rebecca felt it wasn't worth holding up the application. Melisa suggested signs reinforcing use of cross walks to minimize jaywalking. Rebecca asked what the maximum occupancy at any one time might be and Bailey said that would be addressed through the Building Permit process. Jim said there is an allocation of four parking spaces, but other than that, the Planning Board doesn't have any ability for input on that. Ken S. called for the question.

VOTE

The motion passed unanimously. The matter is scheduled to go before the Council on January 5, 2015.

2. ZONE CHANGE ON PROPERTY RECENTLY ANNEXED INTO CITY LIMITS

Request by the City of Whitefish for a Zone Change on a parcel recently annexed into City limits. The property is developed with a residential use. The subject property is located at 1016 Park Avenue, legally described as Tract 1AA in S31 T31N 22W.

**STAFF REPORT
WZC 14-09
(Minnich)**

Planner Minnich reviewed her staff report and findings. The purpose of the rezone is due to recent annexation of the property into City limits. No comments were received from notified property owners.

Staff recommended adoption of the findings of fact within staff report WZC 14-09 and that the map amendment from County R-4 (Two-Family Residential) to City WR-2 (Two-Family Residential District) be recommended for **approval** to the Whitefish City Council.

APPLICANT / AGENCIES

None.

PUBLIC COMMENT

None.

MOTION

Rebecca moved and Frank seconded, to accept staff report WZC 14-09.

BOARD DISCUSSION

None. Ken M. called for question.

VOTE

The motion passed unanimously and the matter is scheduled for City Council on January 5, 2015.

3. WHITEFISH HOTEL GROUP LLC

Whitefish Hotel Group, LLC, is requesting a Conditional Use Permit to construct a hotel that exceeds 7,500 square

Draft

ELM
CONDITIONAL USE PERMIT WCUP 14-10
EXHIBIT LIST
DECEMBER 18, 2014

1. Staff Report – WCUP 14-10, 12-18-14
2. Adjacent Landowner Notice, 11-25-14
3. Advisory Agency Notice, 12-1-14

The following were submitted by the applicant:

4. Application for Conditional Use Permit, 11-20-14

**ELM
CONDITIONAL USE PERMIT
WCUP 14-10
DECEMBER 18, 2014**

This is a report to the Whitefish Planning Board and the Whitefish City Council regarding a request for a conditional use permit to allow a health club in a WB-3 zone. This application has been scheduled before the Whitefish Planning Board for a public hearing on Thursday, December 18, 2014. A recommendation will be forwarded to the City Council for a subsequent public hearing and final action on Monday, January 5, 2015.

PROJECT SCOPE

The applicant is requesting a conditional use permit to operate a health club within an existing commercial structure. The health club would be located within the building previously occupied by the Towne Printer, directly adjacent to Baker Avenue. No expansion of the existing building is proposed. The building is approximately 3,880 square feet. The health club is an established membership based fitness club and personal training studio currently located within the Mountain Mall. In addition, the applicant is proposing a dedicated retail space within the building which will total approximately 600 square feet. The subject property is located at 237 Baker Avenue, approximately 80 feet from the intersection of Baker Avenue and East 3rd Street. The property is accessed from Baker Avenue and the existing alley at the rear of the property.

A. OWNER:

Martin Real Estate Holdings, LLC
706 Daniels
Billings, MT 59101

APPLICANT:

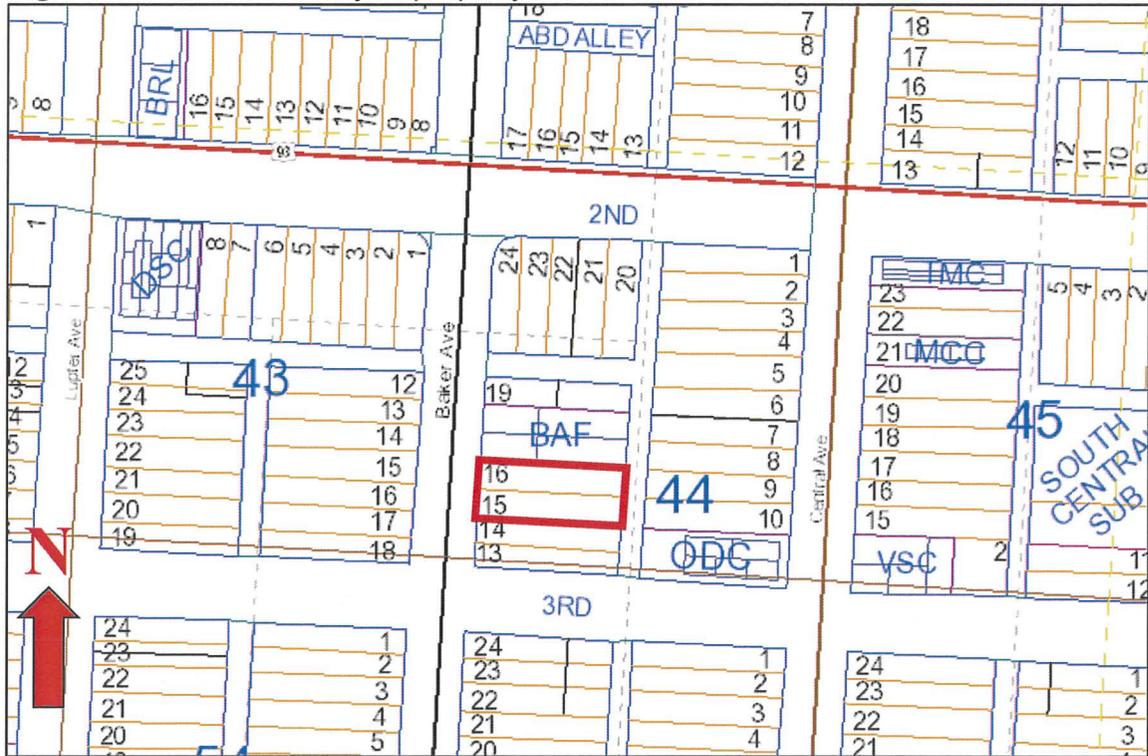
Stephanie Elm
28 Park Avenue
Whitefish, MT 59937
(808) 639-2820
stephanieelm@gmail.com

B. SIZE AND LOCATION OF PROPERTY:

The subject property is approximately 6,500 square feet combined. It is located at 237 Baker Avenue, and can be described as Lots 15 & 16, Block 44 of Whitefish Subdivision in Section 36, Township 31N, Range 22W, P.M.M., Flathead County, Montana.

EXHIBIT

Figure 1: Location of subject property outlined in red.



C. EXISTING LAND USE AND ZONING:

The subject property is currently developed with a commercial building. The property is zoned WB-3, General Business District. The purpose of this district is a broad commercial district intended to accommodate financial, retail, governmental, professional, institutional and cultural activities.

D. ADJACENT LAND USES AND ZONING:

North:	Commercial	WB-3
West:	Commercial	WB-3
South:	Commercial	WB-3
East:	Commercial	WB-3

E. ZONING DISTRICT:

WB-3 (General Business District)

F. WHITEFISH CITY-COUNTY GROWTH POLICY DESIGNATION:

The Growth Policy designation for this area is 'Core Commercial' which corresponds to the WB-3. "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 governmental 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."

G. UTILITIES:

Sewer:	City of Whitefish
Water:	City of Whitefish
Solid Waste:	North Valley Refuse
Electric:	Flathead Electric Co-op
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 November 25, 2014. A notice was emailed to advisory agencies on December 1, 2014. A notice of the public hearing was published in the *Whitefish Pilot* on December 3, 2014. As of the writing of this staff 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 the Growth Policy Designation of Core Commercial because the proposal is for membership based health club with an additional dedicated retail space, located in an existing commercial structure along Baker Avenue.

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 Business District. The purpose of this district is intended as a broad commercial district to accommodate financial, retail, governmental, professional, institutional and cultural activities.

The development proposal is consistent with the purpose and intent of the applicable regulations. The proposed health club and retail space will utilize an existing commercial building already attached to a long line of commercial buildings. No expansion of the existing structure is proposed, and the subject property complies with the required setbacks of the WB-3 zoning. There are no additional special provisions listed in the zoning regulations specific to clubs or health clubs. Retail sales and service is listed as a permitted use within the zoning district. Additionally the WB-3 zoning does not specify a minimum lot size or maximum lot coverage. While the applicant is not proposing any expansion to the existing structure, it is noted on their site plan that they are proposing to update the existing canopy and façade of the building. Prior to

commencement of that project, the applicant will require approval by the Architectural Review Board and may also require a building permit from the Whitefish Building Department.

Finding 2: The proposed use complies with the WB-3 zoning district because it conforms to the development standards outlined in the Whitefish Zoning Regulations, retail sales and service is listed as a permitted use, there are no additional special provisions listed in the zoning regulations specific to clubs or health clubs, and the applicant will require approval by the Architectural Review Committee and Whitefish Building Department prior to the commencement of an update to the existing canopy and building façade.

3. Site Suitability. The site must be suitable for the proposed use or development, including:

Adequate usable land area: The subject parcel is approximately 6,500 square feet in size. The proposed use will utilize an existing commercial building already attached to a long line of commercial buildings. No expansion of the existing structure is proposed. No setbacks are required for the structure as the zoning district is WB-3. Also there is no maximum permitted lot coverage required for the zoning district. There is adequate space on the subject property for the proposed use.

Figure 2: Location of existing building along Baker Avenue.



Access that meets the standards set forth in these regulations, including emergency access: The subject property is located along Baker Avenue, between 2nd and 3rd

Street. The existing structure is accessed from Baker Avenue adjacent to the front of the building and from an existing alley located at the rear of the property. The applicant is not proposing to modify the existing access to the subject property.

Figure 3: Existing access to the building from the alley.



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. Additionally, there are no wetlands, riparian zones, or geological hazards on or near the subject property.

Finding 3: The subject property is suitable for the proposed health club and retail space because the WB-3 zoning does not specify a minimum lot size, minimum lot coverage, or required setbacks along Baker Avenue; access to the proposed structure will be from an existing alley located at the rear of the subject property and from the adjacent Baker Avenue; and there are no environmental constraints on the property to limit development.

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: Section 11-6-3-3 of the Whitefish Zoning Regulations states that all nonresidential uses within the WB-3 zoning shall be exempt from parking and loading requirements. There are currently 3 angled parking spaces and one parallel

parking space located at the rear of the existing building off the adjacent alley. The applicant is proposing to maintain these existing spaces.

Traffic Circulation: The proposed use should not impact traffic circulation on the existing road.

Open space: Open space is not required within the WB-3 zoning district.

Fencing/Screening: No fencing or screening is proposed as the existing building encompasses the entire subject property.

Landscaping: Section 11-4-5(C) of the Whitefish Zoning Regulations exempts buildings within the WB-3 from the landscaping requirements when construction is developed to the zero lot line; therefore, no landscape plan is required.

Signage: Any signage for the proposed use shall comply with the Chapter 5 of the Whitefish Zoning Regulations. No signage proposal has been submitted at this time.

Undergrounding of new and existing utilities: The subject property currently has existing utilities located on-site which service the existing commercial building. Any new utilities will be required to be installed underground.

Finding 4: The quality and functionality of the proposed development is adequate because no additional parking spaces are required by the zoning regulations, the proposed use will not impact existing traffic circulation, any new utilities will be undergrounded, and any proposed signage shall comply with Chapter 5 of the Whitefish Zoning Regulations.

5. **Availability and Adequacy of Public Services and Facilities.**

Sewer and water: The subject property is currently serviced by municipal services to the existing commercial building.

Storm Water Drainage: It is not anticipated that a stormwater plan will be required as no expansion to the existing commercial building is proposed. However, the storm water drainage would be reviewed by the City Public Works Department at the time a building permit application is submitted for renovation or expansion.

Fire Protection: The Whitefish Fire Department serves the site and response times and access are adequate. The proposed use is not expected to have significant impacts upon fire services.

Police: The City of Whitefish serves the site and response times and access are adequate. The proposed use is not expected to have significant impacts upon police services.

Streets: The subject property is located adjacent to Baker Avenue, between 2nd and 3rd Street. The existing building also has an access off the rear of the property from an

adjacent alley. No modifications to the existing access is proposed at this time. Baker Avenue and the existing alley are both paved travel surfaces.

Finding 5: The subject property appears to have adequate availability of public services because the property is currently served by sewer and water, is within the jurisdiction of the Whitefish Fire Department and the City of Whitefish Police Department, and is accessed from Baker Avenue and an existing alley which are both paved.

6. Neighborhood/Community Impact:

Traffic Generation: Traffic impacts are anticipated to be reasonable as the subject property is currently used commercially, is surrounded by other commercial uses, and the proposed health club should not result in a significant impact to traffic on Baker Avenue, 3rd Street, or surrounding roadways. Baker Avenue at this location is maintained by the City of Whitefish and is considered a collector. Membership at the existing club is approximately 250 people, with peak hours generated around 5:30-6:30AM and 5:30-6:30PM. However attendance during those peak hours is approximately 10-15 people. Using the maximum memberships of the existing club, the trips per day generated by the proposed use is approximately 500 trips with each member entering and exiting the property once per day. However, this number may not be accurate as not every member will utilize the facility each day, there may be certain times of the day where a limited number of members utilize the facility, and the proposed location of the health club is much smaller than the club's current location. The square footage of the existing building will more than likely impact the number of the members who can utilize the health club at any given time.

Noise or Vibration: No additional noise or vibration is anticipated to be generated from the proposed health club and retail space. The surrounding existing uses are also commercial which should reduce any potential neighborhood or community impact.

Dust, Smoke, Glare, or Heat: No impact is anticipated beyond what currently exists onsite. The access from Baker Avenue and the existing alley are currently paved.

Smoke, Fumes, Gas, and Odor: No impact is anticipated with regard to smoke, fumes, gas or odors.

Hours of Operation: The applicant has indicated the proposed hours of operation would primarily be from 10:00AM to 6:00PM. There would be an additional 24 hour keypad entry system available to specific memberships. This appears to have worked well at the applicant's current location and facility. As the surrounding uses are all commercial buildings, there does not appear to be an impact with the proposed hours of operation.

Finding 6: The proposed development is not anticipated to have a negative neighborhood impact because the proposed health club and retail space is located along Baker Avenue which is considered a collector, there will be no noise or vibration beyond typical commercial disturbances, no fumes or other odors are anticipated, and the majority of proposed hours of operation will be during the business day consistent with the surrounding commercial uses.

7. Neighborhood/Community Compatibility:

Structural Bulk and Massing: The existing commercial building is approximately 3,880 square feet. The building encompasses the entire property which is permitted within the WB-3 zoning district as no maximum lot coverage is defined. Additionally, no setbacks are required as the property abuts commercial zoning on all sides. The proposed use will be similar to existing adjacent commercial uses within in the surrounding neighborhood.

Scale: The existing commercial structure appears to be adequately scaled to the subject property. The building is connected to additional commercial structure on both sides of the property, no setbacks are required within the WB-3 zoning, and the applicant is not proposing any expansion to the building at this time.

Context of Existing Neighborhood: The existing neighborhood is predominantly commercial. The proposed use is not expected to impact or change the character of the existing neighborhood. The proposed use is consistent with the existing zoning and the commercial structures already constructed within the neighborhood.

Density: The proposed use will occupy an existing commercial building. No additional density is proposed.

Community Character: The proposed health club and retail space will not be detrimental to the immediate neighborhood's integrity as the surrounding properties include a majority of commercial uses. Modifications to the proposed structure, including the proposed canopies and façade updates shown on the submitted site plan would require review by the Architectural Review Committee prior to commencement.

Finding 7: The proposed health club and retail space is compatible with the surrounding neighborhood because the use is similar to existing commercial uses in the neighborhood, any façade or other modifications to the outside of the existing structure will require approval by the Architectural Review Committee, and the existing structure complies with the property development standards outlined for the WB-3 zoning district within Whitefish Zoning Regulations.

RECOMMENDATION

It is recommended that the Whitefish Planning Board adopt the findings of fact within staff report WCUP 14-10 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 plans submitted on November 20, 2014, except as amended by these conditions. Any significant deviation from the plans shall require approval.
2. All signage shall comply with Chapter 5 of the Whitefish Zoning Regulations.

3. The applicant shall be required to obtain a building permit from the City of Whitefish for any modifications to the existing structure. (City Building Code)
4. Any modifications to the exterior of the building, including the proposed canopies and façade updates, will require review by the Architectural Review Committee prior to commencement.
5. The conditional use permit is valid for 18 months and shall terminate unless commencement of the authorized activity has begun. (§11-7-8)



Public Notice of Proposed Land Use Action

The City of Whitefish would like to inform you that Stephanie Elm has applied for a Conditional Use Permit to operate a health and fitness club with dedicated retail space. The property is currently developed with a commercial building and is zoned WB-3 (General Business District). The applicant proposes to move an existing health club into the building. No expansion of the existing building is proposed. The building is approximately 3,880 square feet. The applicant is proposing a dedicated retail space along Baker Avenue which will total approximately 600 square feet. The property is located at 237 Baker Ave and can be legally described as Lots 15 and 16, Block 44 of Whitefish Subdivision, S36, T31N, R22W, P.M.M., Flathead County, Montana.

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, December 18, 2014
6:00 p.m.**

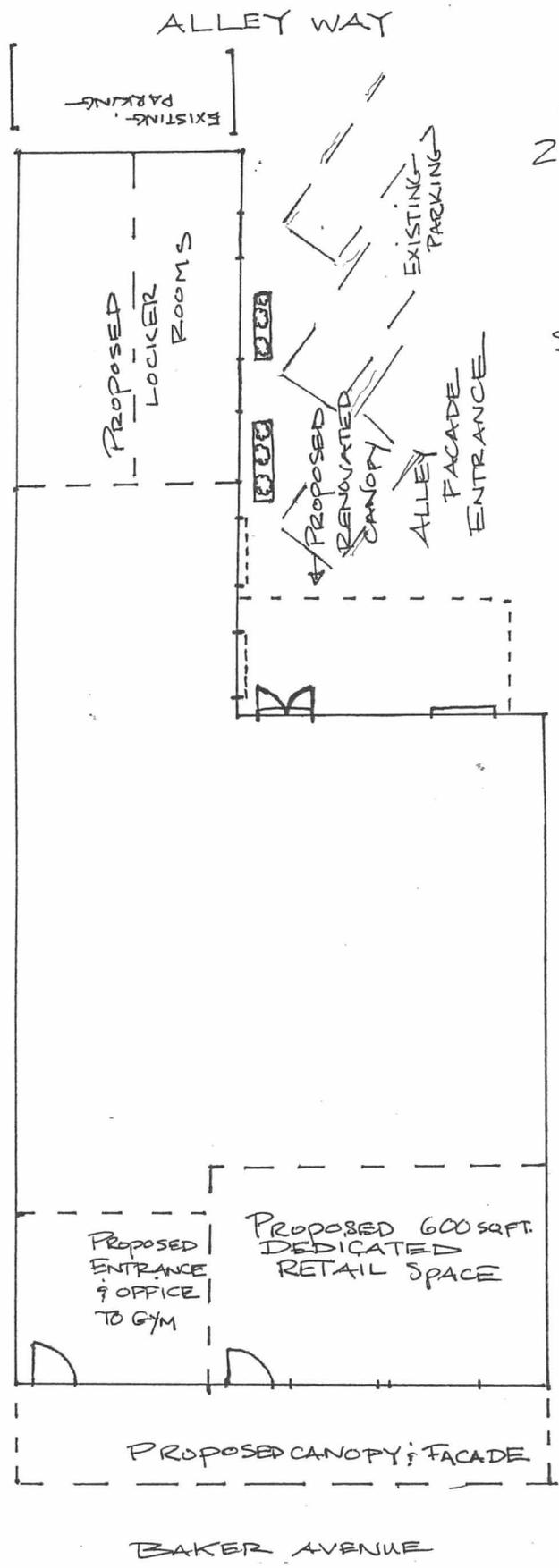
**Whitefish City Council Chambers, City Hall
402 E. Second Street, Whitefish MT 59937**

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, January 5, 2015 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 proposal and attend the hearings. Please send comments to the Whitefish Planning Department, PO Box 158, Whitefish, MT 59937, or by phone (406) 863-2410, fax (406) 863-2409 or email at bminnich@cityofwhitefish.org. Comments received by the close of business on Wednesday December 10, 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.

EXHIBIT

J



SITE PLAN
 237 BAKER AVE
 WHITEFISH
 LOTS 15 & 16
 BLOCK 44
 .15
 SCALE 1" = 10'

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



Date: December 1, 2014
To: Advisory Agencies & Interested Parties
From: Whitefish Planning & Building Department

The regular meeting of the Whitefish Planning Board will be held on Thursday, December 18, 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 all items on Monday, January 5, 2015. 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. A request by Stephanie Elm for a Conditional Use Permit to operate an athletic club and retail space. The subject property is located at 237 Baker Avenue and can legally be described as Lots 15 & 16 of Block 44 in Whitefish Subdivision, in Section 36, Township 31N, Range 22W. (WCUP 14-10) Minnich
2. A request by the City of Whitefish for a Zone Change on a parcel recently annexed into City limits. The property is developed with a residential use. The subject property is located at 1016 Park Avenue and can be legally described as Tract 1AA in Section 31, Township 31N, Range 21W. (WZC 14-09) Minnich
3. A request by Whitefish Hotel Group LLC for a Conditional Use Permit to construct a hotel that exceeds 7,500 square foot per §11-2L-4 of the WB-3 zoning district. The property is located at 204 Spokane Avenue and can be legally described as Lots 1-11 and 19-25 in Block 46 of Whitefish Original Townsite in S36-T31N-R22W. (WCUP 14-11)

Additionally, there will be a Work Session on the Final Draft of the Highway 93 West Corridor Land Use Plan (public comment welcome) (Taylor)

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.

EXHIBIT



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

File #: WCP-14-10
 Date: 11/20/14
 Intake Staff: BM
 Date Complete: _____

CONDITIONAL USE PERMIT

FEE ATTACHED \$ 1,980
 (See current fee schedule)

INSTRUCTIONS:

- A Site Review Meeting with city staff is required. Date of Site Review Meeting: _____
- 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: RED TAIL ENTERPRISE
 Project Address: 237 BAKER AVE
 Assessor's Tract No.(s) 686354 Lot No(s) 15 & 16
 Block # 44 Subdivision Name _____
 Section 36 Township 31 Range 22W

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

Owner's Signature¹ _____

Date _____

Print Name _____

[Handwritten Signature]
 Applicant's Signature

11/19/2014
 Date

STEPHANIE COLLINS ELM
 Print Name

Representative's Signature _____

Date _____

Print Name _____

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

EXHIBIT

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: MARTIN REAL ESTATE HOLDINGS Phone: _____
 LLC
 Mailing Address: 706 DANIELS
 City, State, Zip: BILLINGS, MT 59101
 Email: _____

APPLICANT (if different than above):

Name: STEPHANIE COLLINS ELM Phone: 808-639-2820
 Mailing Address: 28 PARK AVE.
 City, State, Zip: WHITEFISH, MT 59937
 Email: stephanieelm@gmail.com

TECHNICAL/PROFESSIONAL:

Name: _____ Phone: _____
 Mailing Address: _____
 City, State, Zip: _____
 Email: _____

C. DESCRIBE PROPOSED USE:

To move an existing Whitefish business to property listed. The business is a well established membership based fitness club and personal training studio. This business serves the Whitefish community in promoting and educating members in the areas of health and wellness. In addition, to propose a storefront retail space.

ZONING DISTRICT: WB-3

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 existing business is used by the local populous as well as by visitors to Whitefish. This will add revenue to the downtown retail district. This also benefits the community by bringing the importance of health and wellness to the downtown district and will work symbiotically with existing health centered businesses. Additionally, with the proposed retail space, a consistent flow of retail offerings

2. Describe how the proposal is consistent with the purpose, intent and applicable provisions of the regulations.

This proposal is in accordance with the intention to accommodate retail, professional and cultural activities as stated in the city of Whitefish WB-3 General Business zoning district.

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?

This property is centrally located for ease of access for the community and visitors. The size of the building will remain the same with an upgraded appearance which will add to the whole of Whitefish. The access for emergency situations meets current standards. The environmentally sensitive area issue is not

4. How are the following design issues addressed on the site plan?

- a. Parking locations and layout - Not required in this zoning. applicable.
- b. Traffic circulation - There is access to parking behind the building from 3rd St in the Alley.
- c. Open space N/A
- d. Fencing/screening N/A
- e. Landscaping ~~N/A~~ - to upgrade the back entrance of the existing building

would be purchased in this block 44.

- f. Signage - to conform to city regulations
- g. Undergrounding of new utilities N/A
- h. Undergrounding of existing utilities N/A

5. Are all necessary public services and facilities available and adequate? If not, how will public services and facilities be upgraded?

- a. Sewer ~~yes~~
- b. Water ~~yes~~
- c. Stormwater ~~yes~~
- d. Fire Protection ~~yes~~
- e. Police Protection ~~yes~~
- f. Street (public or private) ~~yes~~
- g. Parks (residential only) ~~yes~~ N/A
- h. Sidewalks ~~yes~~
- i. Bike/pedestrian ways – including connectivity to existing and proposed developments ~~yes~~

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

N/A

7. What are the proposed hours of operation?

10 am - 6pm

24 hour keypad entry system available to yearly members. this amenity is currently in place at the existing facility and has proven successful.

8. How is the proposal compatible with the surrounding neighborhood and community in general in terms of the following:

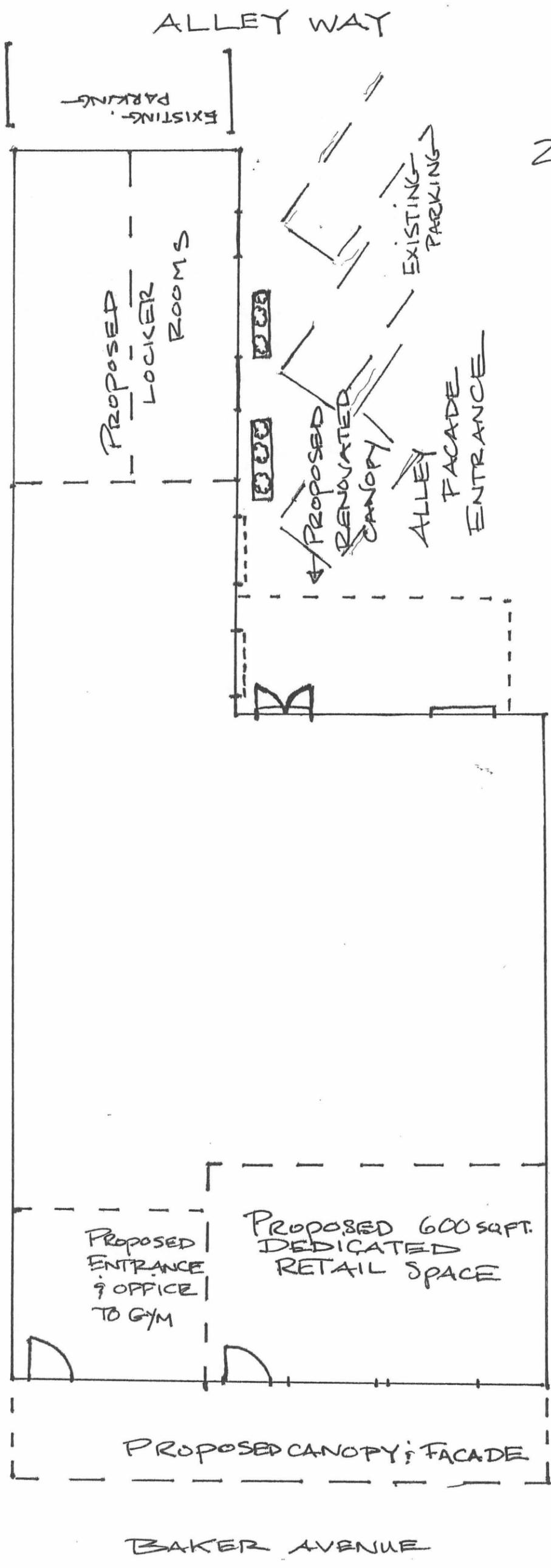
a. Structural bulk and massing - N/A

b. Scale - N/A

c. Context of existing neighborhood - N/A

d. Density - N/A

e. Community Character - enhances and improves the community character by bring the awareness of the importance of health and wellness to our community.



SITE PLAN
 237 BAKER AVE
 WHITEFISH
 LOTS 15 & 16
 BLOCK 44
 .15
 SCALE 1" = 10'

3RD STREET

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MANAGER REPORT

December 31, 2014



STATE OF MT RANKING OF CITY APPLICATIONS FOR TSEP AND RRGL GRANTS

The City has applied for a Renewable Resources Grant and Loan (RRGL) grant from the Montana Department of Natural Resources and Conservation (DNRC) of \$125,000.00 (maximum amount allowed) and for a Treasure State Endowment Program (TSEP) grant of \$500,000.00 from the Montana Department of Commerce. Both of these applications are for a future I&I project (Inflow and Infiltration) to line and seal underground sanitary sewer lines to prevent clean groundwater from infiltrating into sewer lines and manholes. Both of these applications are ranked by the Montana State Departments and their recommended rankings are reviewed and adjusted by the Legislature, which then provides an appropriation for some or all of the projects.

Typically sewer lines are sealed with a type of slip-lining where a fiberglass sleeve is put in the pipe from one manhole to another and then a line pig (mechanical heater on wheels) heats and adheres the sleeve to the inside of the sewer line, thus sealing leaks and bad pipe joints.

The rankings of both of our applications for the 2015 Legislature came out very high - #2 out of 65 statewide applications for the RRGL and #8 out of 40 statewide applications for the TSEP grant. I&I projects are one of the most efficient ways to add hydraulic capacity to the Wastewater Treatment Plant by reducing the treatment of clean groundwater. Copies of the statewide ranking of RRGL and TSEP projects are attached to this memo in the packet. Given the high rankings of our two applications, we are assured of receiving both grants during the next Montana budget biennium which begins July 1, 2015.

RESORT TAX

Resort Tax collections for October were up by 2.0% or \$2,382 compared to October of last year. For the year to date through October, collections are up by 6.02% or \$54,772. A copy of the most recent monthly report showing recent trends and graphs is attached with this report in the packet.

HUMAN RESOURCES DIRECTOR

The City Council approved the creation and hiring of a new position, Human Resources Director, in the FY15 budget, with the position to begin as early as January 1, 2015. We began the

advertising for the position in December and applications are due by Wednesday, January 7th. To date, I have received applications from 37 people for the position. I hope to have a person hired and in place by early February. A copy of the job advertisement is attached with this report in the packet.

WHITEFISH COMMUNITY RADIO

As reported in a recent *Whitefish Pilot*, a resident, Eric Waier, and his relatives and friends have begun an internet based, non-profit, community radio station called Whitefish Community Radio. Whitefish Community Radio hopes to provide local volunteer music programming, community based news and programs, public service announcements, and other community services. I was affiliated with community radio stations as a board member (seven years) and volunteer DJ for 13 years in the past in Crested Butte and Idaho Springs, Colorado.

Community radio stations provide tremendous services for communities and help foster community information and local music, so hopefully it will be well received and successful. I will reprise my past DJ shows on Whitefish Community Radio on Wednesday evenings from 8:00 p.m. to midnight, doing two hours of a variety of music from the 1960's to current along with two hours of Grateful Dead music from my collection. There are still plenty of time slots for other people who want to be a volunteer DJ or volunteer in other ways. People can listen to Whitefish Community Radio at www.whitefishcommunityradio.com on their computers or by using the free Tunein App and searching for Whitefish Community Radio on mobile devices.

MWED MEMBERSHIP LETTER

A copy of the annual letter to members from the Montana West Economic Development Corporation is enclosed with this report in the packet. We recently paid our annual dues of \$500 to MWED for 2015.

MEETINGS

Whitefish Local Government Study Commission (12/3) – I attended the first meeting of the Whitefish Local Government Study Commission. The three commissioners elected are Turner Askew, Rebecca Norton, and Ken Williams. The Commission elected Ken Williams as the chair. They worked on other organizational aspects and requirements of state law. They also discussed and planned for their training session in Bozeman on December 8-9. Vanice Woodbeck will do minutes for the Commission as a staff person as she served that purpose for the last Local Government Study Commission ten years ago.

Whitefish Face Working Group (12/4) – I attended this regular meeting of the group which is working on a fuels reduction proposal in the Whitefish Face backdrop north of Whitefish. The project will also include recreation projects in conjunction with thinning, prescribed burns, and

other fuel reduction treatments. The group worked on finalizing the proposal for presentation to the USFS District Ranger for consideration.

WAVE Board budget meeting and regular Board meeting (12/8 and 12/10) – The WAVE Board, including me as a member, met twice to review, revise, and approve the 2015 budget. On Wednesday, 12/10, the board approved a 2015 budget of \$2,292,655. The final figures for the expansion construction were also reviewed and other regular bi-monthly business and reports were addressed.

Future City Hall Steering Committee (12/9) – The Future City Hall Steering Committee met on Tuesday to review the latest design options for the future City Hall and Parking Structure. Several new options were presented which will be the focus of work session and City Council direction on Monday, January 5th. There is information on these issues in the packet under the work session.

UPCOMING SPECIAL EVENTS

Whitefish Winter Carnival – February 6, 7, 8

REMINDERS

Thursday, January 1, 2015 – City Hall closed for New Year holiday

Friday, January 2, 2015 – City Hall and city offices are open

Monday, January 19, 2015 – City Hall and city offices closed for Martin Luther King state holiday

Tuesday, January 20th – City Council meeting on Tuesday because of Monday holiday.

Respectfully submitted,



Chuck Stearns, City Manager

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION



STEVE BULLOCK, GOVERNOR

1625 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074
FAX: (406) 444-2684

PO BOX 201601
HELENA, MONTANA 59620-1601

November 24, 2014

Charles C. Stearns
City of Whitefish
PO Box 158
Whitefish, MT 59937

RE: Whitefish I & I Mitigation Project

Dear Charles C. Stearns:

The Department of Natural Resources and Conservation (DNRC) has recently completed the review and ranking process for applications for Renewable Resource Grants funding. The enclosed ranking list identifies the Department's priority recommendations that were submitted to and approved by the Governor. These recommendations will be presented to the 2015 Legislature.

In late December or early January, I will notify you of the times and dates of the Long Range Planning Committee hearings relevant to your project.

There were 101 applications for funding in the 2016-2018 biennium. The funding line set by the Governor's Budget office is indicated on the enclosed list. The funding line may be adjusted during the Legislative session, depending on final budget figures. There were 100 projects recommended for funding. The project below the line was not recommended for funding.

If you have questions about your project's ranking or the funding recommendation, I would be happy to discuss it with you. Please do not hesitate to contact me at (406) 444-6839 or email at pamsmith@mt.gov.

Sincerely,

A handwritten signature in blue ink that reads "Pam".

Pam Smith
RRGL Grant Program Manager, DNRC/CARDD

Cc: File

John Wilson, P.E. Director of Public Works
PO Box 158
Whitefish MT 59937

Scott Anderson, P.E.
Anderson-Montgomery Consulting Engineers
1064 N. Warren
Helena MT 59601

FIGURE 2 2014 Grant Applications by Order of Ranking Recommendation

Ranked Order	Project Sponsor/Project Name	Recommended Grant Funding	Cumulative Recommended	Recommended Loan Funding
1	Bitterroot Conservation District Supply Diversion Improvement	\$125,000	\$125,000	
2	Whitefish, City of Whitefish I&I Mitigation	\$125,000	\$250,000	
3	White Sulphur Springs, City of Wastewater System Improvements, Phase 2	\$125,000	\$375,000	
4	Polson, City of Wastewater System Improvements	\$125,000	\$500,000	
5	Livingston, City of Wastewater Treatment Plant Upgrades	\$125,000	\$625,000	
6	Cascade, Town of Missouri River Reclamation	\$125,000	\$750,000	
7	Bitter Root Irrigation District Siphon 1 Improvements, Phase 3	\$125,000	\$875,000	\$1,773,976
8	Westby, Town of Wastewater System Improvements	\$125,000	\$1,000,000	
9	Bainville, Town of Wastewater System Improvements	\$125,000	\$1,125,000	
10	Fallon County Water and Sewer District Wastewater Collection System	\$125,000	\$1,250,000	
11	Sidney, City of Wastewater System Improvements, Phase 2	\$125,000	\$1,375,000	
12	Terry, Town of Wastewater Treatment Upgrades	\$125,000	\$1,500,000	
13	Montana Department of Natural Resources and Conservation-Water Resources Division State Water Projects Bureau Musselshell Basin Instrumentation	\$125,000	\$1,625,000	
14	Pondera County Conservation District Wasteway Rehabilitation and Water Quality Improvements	\$125,000	\$1,750,000	
15	Upper and Lower River Road Water and Sewer District Water and Sewer System Improvements, Phase 5	\$125,000	\$1,875,000	
16	Missoula County Mill Creek Restoration	\$125,000	\$2,000,000	
17	Flaxville, Town of Wastewater System Improvements	\$125,000	\$2,125,000	
18	Milk River Irrigation Project Joint Board of Control Hydrometric Gauging Station Expansion and Upgrade	\$125,000	\$2,250,000	
19	Missoula, City of Caras Park Outfall-Stormwater Treatment Retrofit, Phase 1	\$125,000	\$2,375,000	
20	Chester, Town of Wastewater System Improvements	\$125,000	\$2,500,000	
21	Hysham, Town of Water System Improvements	\$125,000	\$2,625,000	

Ranked Order	Project Sponsor/Project Name	Recommended Grant Funding		Recommended Loan Funding
22	Simms County Sewer District Wastewater System Improvements	\$125,000	\$2,750,000	
23	Ten Mile Creek Estates/Pleasant Valley Sewer District Wastewater System Improvements, Phase 3	\$125,000	\$2,875,000	
24	Laurel, City of Water System Improvements	\$125,000	\$3,000,000	
25	Pondera County Conservation District C-5 Canal Conversion	\$125,000	\$3,125,000	
26	Fromberg, Town of Wastewater System Improvements	\$125,000	\$3,250,000	
27	Jefferson County Whitehall Sugar Beet Row Wastewater System Improvements	\$125,000	\$3,375,000	
28	Sweet Grass County Conservation District Electric Light Ditch Irrigation Diversion Rehabilitation	\$125,000	\$3,500,000	
29	Butte-Silver Bow City County Government Moulton Reservoir: Reclamation and Protection	\$125,000	\$3,625,000	
30	Rocker County Water and Sewer District Rocker Sewer Connection to Tax Increment Finance Industrial District Wastewater Pipeline	\$125,000	\$3,750,000	
31	Tri-County Water District Water System Improvements	\$125,000	\$3,875,000	
32	Neihart, Town of Water System Improvements	\$125,000	\$4,000,000	
33	Cut Bank, City of Wastewater Treatment Improvements	\$125,000	\$4,125,000	
34	Missoula County Buena Vista Trailer Community Wastewater Improvements, Phase 1	\$125,000	\$4,250,000	
35	Denton, Town of Water System Improvements	\$125,000	\$4,375,000	
36	Buffalo Rapids Irrigation Project District 1 Lateral 19.3 Pipeline Conversion, Phase 1	\$125,000	\$4,500,000	
37	Winifred, Town of Water System Improvements	\$125,000	\$4,625,000	
38	Highwood Water and Sewer District Wastewater System Improvements	\$125,000	\$4,750,000	\$47,022
39	Lower Yellowstone Irrigation Project Wasteway Project	\$65,000	\$4,815,000	
40	Montana Department of Natural Resources and Conservation-Water Resources Division State Water Projects Bureau East Fork Rock Creek Main Canal Lining	\$125,000	\$4,940,000	
41	Riverside Water and Sewer District Wastewater Facility Plan	\$125,000	\$5,065,000	
42	Lewistown, City of Riverdale Subdivision Wastewater Collection System	\$125,000	\$5,190,000	
43	East Clark Street Water and Sewer District Wastewater Collection System	\$125,000	\$5,315,000	

Ranked Order	Project Sponsor/Project Name	Recommended Grant Funding	Cumulative Recommended	Recommended Loan Funding
44	Daly Ditches Irrigation District Preservation and Conservation of Resources	\$125,000	\$5440000	
45	Buffalo Rapids Irrigation Project District 2 Main Canal Rehabilitation	\$125,000	\$5,565,000	
46	Sidney Water Users Irrigation District High Canal Rehabilitation, Phase 5	\$125,000	\$5,690,000	
47	Lower Musselshell Conservation District Deadman's Basin Water Users Association South Canal Pre-Tunnel Lining	\$125,000	\$5,815,000	
48	Clinton Irrigation District Main Canal Wasteway Rehabilitation	\$125,000	\$5,940,000	
49	Roundup, City of Water System Improvements	\$125,000	\$6,065,000	
50	Missoula County Weed District Montana Biological Weed Control Coordination	\$100,500	\$6,190,000	
51	Jordan, Town of Wastewater System Improvements	\$125,000	\$6,315,000	
52	Crow Tribe of Indians Wastewater Collection System Improvements	\$125,000	\$6,440,000	
53	Helena Valley Irrigation District Irrigation Efficiency and Water Conservation	\$125,000	\$6,565,000	
54	Fort Shaw Irrigation District Reduce Waste	\$125,000	\$6,690,000	
55	Hysham Irrigation District Re-lift Canal Improvement	\$125,000	\$6,815,000	
56	South Wind Water and Sewer District Water Distribution and Wastewater Collection Study	\$125,000	\$6,940,000	
57	Bainville, Town of Water System Improvements	\$125,000	\$7,065,000	
58	Black Eagle-Cascade County Water and Sewer District Wastewater Collection System Rehabilitation, Phase 2	\$125,000	\$7,190,000	
59	Yellowstone Boys and Girls Ranch Water and Sewer District Wastewater Improvements	\$125,000	\$7,315,000	\$750,000
60	Fort Peck Tribes Lateral L-42M Rehabilitation, Phase 1	\$125,000	\$7,440,000	
61	Toston Irrigation District Canal Rehabilitation	\$125,000	\$7,565,000	
62	Hot Springs, Town of Wastewater System Improvements	\$125,000	\$7,690,000	
63	Lockwood Irrigation District Pump Station Rehabilitation	\$125,000	\$7,815,000	
64	Missoula, City of Buckhouse Bridge Outfall – Stormwater Treatment Retrofit	\$125,000	\$7,940,000	
65	Harlowton, City of Water System Improvements, Phase 3	\$125,000	\$8,065,000	

2017 Biennium TSEP Projects Recommended for Funding

The Department of Commerce (Commerce) administers the Treasure State Endowment Program (TSEP) Grant Program, created by Legislative Referendum 110 in 1992 and codified at Sections 90-7-701, *et seq.*, MCA. TSEP provides a competitive grant program for (1) matching infrastructure construction grants; (2) matching planning grants; and (3) emergency grants for local governments as defined in Section 90-6-701, MCA (cities, towns, counties, consolidated local governments, tribal governments, and county or multi-county water, sewer, or solid waste districts).

Funding for TSEP grants comes from the interest earned on the corpus of the treasure state endowment fund, which comes from a portion of the coal severance tax.

TSEP project grants are available on a competitive basis for: construction or upgrades to drinking water systems, wastewater treatment facilities, sanitary or storm sewer systems, solid waste disposal and separation systems, and bridges.

Commerce received 51 grant applications for 2017 Biennium TSEP infrastructure construction grants, requesting \$26,525,078 in funds for 23 wastewater projects, 15 water projects, one water & wastewater project, one storm water project, and 11 bridge projects. Staff reviewed and ranked the applications based on the criteria set forth in the TSEP Application Guidelines and Administration Manual, and prioritized the applications as forth in Section 90-6-710, MCA. In accordance with the TSEP statute, staff reviewed and ranked applications for bridge projects separately from all other infrastructure projects. The total possible points available for projects in the 2017 Biennium ranking was 4,980.

Commerce Director Meg O'Leary submitted two final lists of recommended projects (one for infrastructure projects and one for bridges) with the amount of recommended financial assistance for each project to Governor Bullock. The Governor reviewed the projects recommended by Commerce and will submit to the Legislature two lists of recommendations for projects and the amount of financial assistance for each project. The Governor recommends these 51 projects be funded in the amounts shown below, for a total project grant appropriation of \$26,195,078. The TSEP statute provides that the Legislature will make the final decisions on funding awards and make the necessary appropriations for these grants.

Treasure State Endowment Program
Infrastructure Award Recommendations for the 2017 Biennium

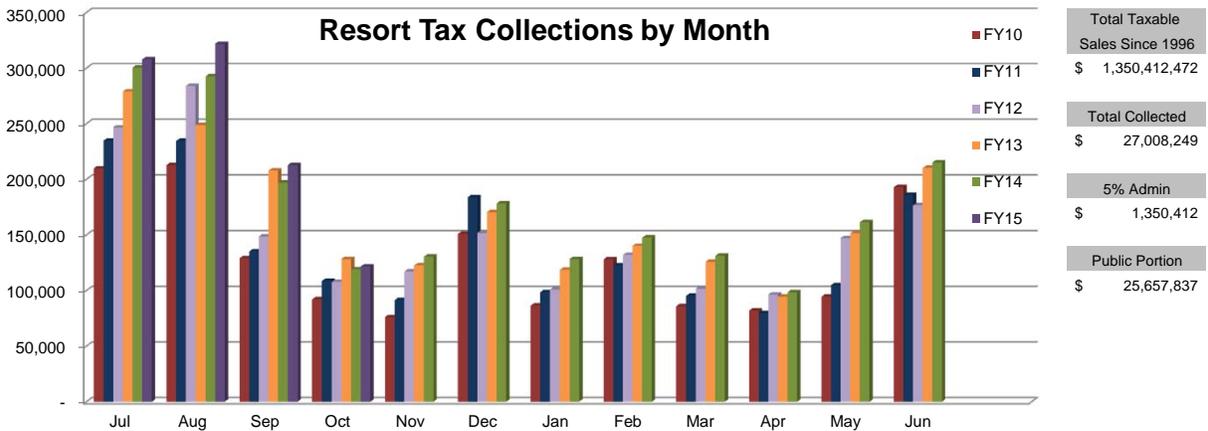
Rank	Applicant	County	Project Description	Requested Amount	Awarded Amount	Cumulative Award Amount
1	Fallon County Water Sewer District	Fallon	Wastewater	\$ 680,000	\$ 680,000	\$ 680,000
2	Polson, City of	Lake	Wastewater	\$ 750,000	\$ 750,000	\$ 1,430,000
3	Harlowton, City of	Wheatland	Water	\$ 750,000	\$ 750,000	\$ 2,180,000
4	Havre, City of	Hill	Storm	\$ 500,000	\$ 500,000	\$ 2,680,000
5	Bainville, Town of	Roosevelt	Water	\$ 625,000	\$ 625,000	\$ 3,305,000
6	Crow Tribe of Indians	Big Horn	Wastewater	\$ 750,000	\$ 750,000	\$ 4,055,000
7	East Clark Street Water & Sewer	Lewis & Clark	Wastewater	\$ 536,850	\$ 536,850	\$ 4,591,850
8	Whitefish, Town of	Flathead	Wastewater	\$ 500,000	\$ 500,000	\$ 5,091,850
9	Hysham, Town of	Treasure	Water	\$ 625,000	\$ 625,000	\$ 5,716,850
10	Big Sandy, Town of	Chouteau	Water	\$ 750,000	\$ 750,000	\$ 6,466,850
11	Roundup, City of	Musselshell	Water	\$ 500,000	\$ 500,000	\$ 6,966,850
12	Laurel, City of	Yellowstone	Water	\$ 500,000	\$ 500,000	\$ 7,466,850
13	Terry, City of	Prairie	Wastewater	\$ 750,000	\$ 750,000	\$ 8,216,850
14	Fromberg, Town of	Carbon	Wastewater	\$ 750,000	\$ 750,000	\$ 8,966,850
15	Upper/Lower River Road WSD	Cascade	Water & Wastewater	\$ 340,000	\$ 340,000	\$ 9,306,850
16	Westby, Town of	Sheridan	Wastewater	\$ 625,000	\$ 625,000	\$ 9,931,850
17	Hot Springs, Town of	Sanders	Wastewater	\$ 103,000	\$ 103,000	\$10,034,850
18	Glasgow, City of	Valley	Water	\$ 500,000	\$ 500,000	\$10,534,850
19	White Sulphur Springs , City of	Meagher	Wastewater	\$ 750,000	\$ 750,000	\$11,284,850
20	Lewistown, City of	Fergus	Wastewater	\$ 500,000	\$ 500,000	\$11,784,850
21	Greater Woods Bay Sewer District	Lake	Wastewater	\$ 750,000	\$ 750,000	\$12,534,850
22	Ten Mile Creek Estates/Pleasant	Lewis & Clark	Wastewater	\$ 500,000	\$ 500,000	\$13,034,850
22	Thompson Falls, City of	Sanders	Water	\$ 499,000	\$ 499,000	\$13,533,850
24	Butte-Silver Bow City/County	Silver Bow	Wastewater	\$ 406,526	\$ 406,526	\$13,940,376
25	Flaxville, Town of	Daniels	Wastewater	\$ 625,000	\$ 625,000	\$14,565,376
26	Conrad, City of	Pondera	Water	\$ 500,000	\$ 500,000	\$15,065,376
27	Dillon, City of	Beaverhead	Water	\$ 625,000	\$ 625,000	\$15,690,376
28	Medicine Lake, Town of	Sheridan	Wastewater	\$ 500,000	\$ 500,000	\$16,190,376
29	Denton, Town of	Fergus	Water	\$ 625,000	\$ 625,000	\$16,815,376
30	Neihart, Town of	Cascade	Water	\$ 500,000	\$ 500,000	\$17,315,376
31	Tri- County Water & Sewer District	Chouteau	Water	\$ 661,000	\$ 661,000	\$17,976,376
32	Winifred, Town of	Fergus	Water	\$ 625,000	\$ 625,000	\$18,601,376
33	Livingston, City of	Park	Wastewater	\$ 750,000	\$ 625,000	\$19,226,376
34	Simms County Sewer District	Cascade	Wastewater	\$ 500,000	\$ 500,000	\$19,726,376
35	Sunburst, Town of	Toole	Wastewater	\$ 107,000	\$ 107,000	\$19,833,376
36	Judith Gap, Town of	Wheatland	Wastewater	\$ 125,000	\$ 125,000	\$19,958,376
37	Chester, Town of	Liberty	Wastewater	\$ 500,000	\$ 500,000	\$20,458,376
38	Jordan, Town of	Garfield	Wastewater	\$ 500,000	\$ 500,000	\$20,958,376
39	Foys Lakeside Estates Water &	Flathead	Water	\$ 157,150	\$ 157,150	\$21,115,526
40	Philipsburg, Town of	Granite	Wastewater	\$ 750,000	\$ 545,000	\$21,660,526
TOTAL				\$21,990,526	\$21,660,526	\$21,660,526

Treasure State Endowment Program
 Bridge Award Recommendations for the 2017 Biennium

Rank	Applicant	County	Project Description	Requested Amount	Awarded Amount	Cumulative Award Amount
1	Hill County	Hill	Bridge	\$ 291,997	\$ 291,997	\$ 291,997
2	Custer County	Custer	Bridge	\$ 467,397	\$ 467,397	\$ 759,394
3	Sweet Grass County	Sweet Grass	Bridge	\$ 303,898	\$ 303,898	\$1,063,292
4	Yellowstone County	Yellowstone	Bridge	\$ 648,476	\$ 648,476	\$1,711,768
5	Valley County	Valley	Bridge	\$ 494,108	\$ 494,108	\$2,205,876
6	Madison County	Madison	Bridge	\$ 750,000	\$ 750,000	\$2,955,876
7	Carbon County	Carbon	Bridge	\$ 500,000	\$ 500,000	\$3,455,876
8	Fergus County	Fergus	Bridge	\$ 337,594	\$ 337,594	\$3,793,470
9	Chouteau County	Chouteau	Bridge	\$ 207,184	\$ 207,184	\$4,000,654
10	Ravalli County	Ravalli	Bridge	\$ 195,798	\$ 195,798	\$4,196,452
11	Broadwater County	Broadwater	Bridge	\$ 338,100	\$ 338,100	\$4,534,552
TOTAL				\$4,534,552	\$4,534,552	\$4,534,552

Resort Tax Report
Reported in the Month Businesses Paid Tax

Month/Year	Lodging	Bars & Restaurants		Retail	Collected	% Chng Mnth to Pr Yr Mnth	% Chng Quarter to Pr Yr Quarter	Interest	Total
Jul-11	56,106	90,212	100,325	246,642	5%		\$ 979	\$ 247,621	
Aug-11	85,621	91,408	106,860	283,889	21%		7,833	291,722	
Sep-11	28,154	58,830	61,535	148,519	10%	12.4%	593	149,112	
Oct-11	17,944	45,919	43,610	107,473	-1%		496	107,969	
Nov-11	14,351	39,054	63,758	117,162	28%		479	117,641	
Dec-11	16,531	51,195	84,000	151,726	-17%	-1.9%	526	152,252	
Jan-12	10,032	44,089	46,905	101,026	3%		515	101,541	
Feb-12	14,585	56,427	60,780	131,793	8%		578	132,371	
Mar-12	11,008	42,952	47,682	101,643	7%	5.9%	557	102,200	
Apr-12	9,353	39,367	47,657	96,377	21%		610	96,987	
May-12	15,461	51,207	80,526	147,194	40%		6,993	154,187	
Jun-12	35,584	68,403	72,472	176,460	-5%	13.44%	625	177,085	
Total FY12	\$ 314,731	\$ 679,063	\$ 816,110	\$ 1,809,903	Compared to Prv Yr		\$ 20,785	\$ 1,830,688	
FY11 vs FY12	15%	4%	9%	8%	or	8.1%	TaxableSalesFY12	\$ 95,258,076	
Jul-12	69,418	94,341	115,149	278,908	13%		\$ 643	\$ 279,551	
Aug-12	53,361	92,463	102,812	248,636	-12%		444	249,080	
Sep-12	57,000	77,503	73,232	207,734	40%	8.3%	533	208,267	
Oct-12	24,519	54,631	49,137	128,288	19%		434	128,722	
Nov-12	8,099	40,326	74,122	122,547	5%		379	122,926	
Dec-12	15,490	66,046	88,956	170,492	12%	11.9%	393	170,885	
Jan-13	13,152	51,930	53,396	118,478	17%		363	118,841	
Feb-13	18,023	55,180	66,995	140,198	6%		413	140,611	
Mar-13	16,171	56,231	53,318	125,720	24%	14.9%	405	126,125	
Apr-13	10,105	42,230	42,325	94,660	-2%		466	95,126	
May-13	19,009	52,303	80,090	151,402	3%		427	151,829	
Jun-13	41,222	74,833	94,085	210,140	19%	8.6%	488	210,628	
Total FY13	\$ 345,570	\$ 758,018	\$ 893,617	\$ 1,997,205	Compared to Prv Yr		\$ 5,388	\$ 2,002,593	
FY12 vs FY13	10%	12%	9%	10%	or	10.35%	TaxableSalesFY13	\$ 105,116,040	
Jul-13	81,828	98,642	120,028	300,497	8%		496	300,993	
Aug-13	77,809	108,131	106,422	292,362	18%		434	292,796	
Sep-13	50,377	77,416	69,328	197,120	-5%	7.4%	434	197,554	
Oct-13	16,851	48,015	54,271	119,137	-7%		434	119,571	
Nov-13	6,831	47,701	75,780	130,312	6%		2654	132,966	
Dec-13	21,782	64,884	91,585	178,251	5%	1.5%	404	178,655	
Jan-14	16,848	54,481	56,839	128,169	8%		404	128,573	
Feb-14	22,323	58,758	66,487	147,568	5%		404	147,972	
Mar-14	15,770	64,178	51,114	131,061	4.25%	5.8%	409	131,470	
Apr-14	10,065	41,894	46,458	98,417	3.97%		455	98,872	
May-14	18,993	58,791	83,683	161,467	6.65%		455	161,922	
Jun-14	44,865	69,190	101,053	215,107	2.36%	4.1%	455	215,562	
Total FY14	\$ 384,342	\$ 792,081	\$ 923,047	\$ 2,099,470	YTD Compared to Last Year		\$ 7,438	\$ 2,106,908	
FY13 vs FY14	11.2%	4.5%	3.3%	5.1%	or	5.12%	TaxableSalesFY14	\$ 110,498,402	
Jul-14	84,053	104,935	118,876	307,864	2.5%		440	308,304	
Aug-14	93,049	117,674	111,016	321,739	10.0%		498	322,236	
Sep-14	49,804	84,149	78,813	212,767	7.9%	6.6%	246	213,013	
Oct-14	18,589	50,665	52,266	121,519	2.0%		604	122,123	
Total FY15	\$ 245,494	\$ 357,424	\$ 360,971	\$ 963,889	YTD Compared to Last Year		\$ 1,788	\$ 965,677	
YTD vs Last Year	8.2%	7.6%	3.1%	6.0%	or	6.02%	Taxable Sales FY15	\$ 50,730,992	
FY15 % of Collections	25%	37%	37%		\$	54,772			
Grand Total	\$ 4,600,415	\$ 9,550,343	\$ 11,507,078	\$ 25,657,837			\$ 757,582	\$ 26,415,969	
% of Total Collections	18%	37%	45%				3.0%	Average since '96	





Human Resources Director: Whitefish, Montana is a thriving ski and golf resort and family community nestled next to beautiful Whitefish Lake and located 25 miles from Glacier National Park. This position is an outstanding opportunity for a person skilled in human resources functions.

Person performs a variety of complex professional, administrative and technical duties in support of, and at the direction of, the City Manager; including all personnel, human resources, and benefits functions. Must work with City personnel, officials, and the public with discretion and diplomacy.

Graduation from an accredited four-year college or university with a degree in personnel, human resources management, public administration, or a closely related field and three (3) years of progressively responsible municipal human resource work. Any equivalent combination of education and progressively responsible experience, with the possibility of work experience substituting for the required education on a year for year basis.

Salary Range: \$54,267- \$70,200; Likely starting salary: \$54,267 - \$59,924 DOQ annually plus excellent benefits. APPLY BY: 5:00 p.m., Wednesday, January 7, 2015. A detailed job description is available at City Hall, 418 E Second Street, on the City's website at <http://www.cityofwhitefish.org/city-hall/job-openings.php> or by calling (406) 863-2406. Applicants are requested to submit a resume with complete work history and three professional references to: Chuck Stearns, City Manager, P.O. Box 158, Whitefish, Montana 59937, fax 406-863-2419 or to cstearns@cityofwhitefish.org.



FLATHEAD VALLEY / GLACIER PARK REGION

December 2014 * Membership Letter

Dear Membership:

The Montana West Economic Development Board of Directors recently completed the three-year strategic plan for the organization. Staff members are now working to finalize the work plan in order to accomplish the strategic goals and objectives. To view the plan, visit our website at www.dobusinessinmontana.com.

Over the past twelve months, fifty-four of Montana West's long term clients created 112 new jobs. We anticipate continued hiring from many of these companies in 2015, as well as hope to attract out-of-state businesses to the region. We are particularly excited about a California heavy equipment manufacturer that is seriously considering the Flathead as a place to expand and relocate their business. Montana West staff has been assisting the family-owned business as they conduct their due diligence and search for an industrial facility for their operations. The company estimates they will hire and employ 40 to 50 persons.

Montana West has also been assisting a Whitefish business with their launch. Ridge Academy is a campus-based gap year enrichment program that revolves around mountain sports. Watch for their story to be in our newsletter and on our website soon.

In August, Montana West welcomed and transitioned Doug Blender of the Procurement Technical Assistance Center. Doug offers no-cost assistance on all phases of the government contracting process. Over the past twelve months, Doug has assisted area businesses in securing over \$23 million in government contract awards.

Lastly, Montana West relocated to our facility in November. Our new address is 44 Second Avenue West in Kalispell.

Your membership with Montana West Economic Development supports the delivery of local economic development services, and we appreciate your support of the business community.

Sincerely,

A handwritten signature in blue ink that reads "Kellie Danielson".

Kellie Danielson, CEcD

kellie@dobusinessinmontna.com

Montana West Economic Development is an equal opportunity employer, provider, and lender.

RESOLUTION NO. 15-__

A Resolution of the City Council of the City of Whitefish, Montana, approving a five-year extension of the lease between the City of Whitefish and the Whitefish Community Center, Inc., fka the Whitefish Golden Agers.

WHEREAS, the Whitefish City Council and Flathead County Board of Commissioners, entered into an interlocal agreement in 1976 to construct a facility on City property for programs and activities for the benefit of elderly residents of Flathead County and the people of the City of Whitefish and provide space for the Golden Agers, a nonprofit corporation, now known as Whitefish Community Center, Inc.; and

WHEREAS, the facility was constructed on City property located at 121 East Second Street, Whitefish, Montana, and legally described as Lots Four (4) and Five (5), Whitefish Original Block Forty-one (41), Whitefish, Montana, Records of Flathead County; and

WHEREAS, as provided by the terms of the 1976 Interlocal Agreement, the City agreed to provide the above-described property on either a yearly or a five (5) year lease basis in consideration of the annual payment of One Dollar (\$1.00), and the custody and control of the facility was to be under the dual control of the Whitefish Golden Agers, Inc., and the Board of County Commissioners of Flathead County; and

WHEREAS, the City and the Whitefish Community Center, Inc., desire to extend the lease of the real property for an additional five years; and

WHEREAS, it will be in the best interests of the City of Whitefish, and its inhabitants, to approve the lease attached to this Resolution an additional five years.

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

Section 1: The lease attached hereto as Exhibit "A" is hereby approved, and the City Manager is authorized to execute the lease on behalf of the City.

Section 2: Upon execution of the lease by the City and the Whitefish Community Center, Inc., the lease shall be recorded with the Flathead County Clerk and Recorder.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS _____ DAY OF _____, 2015.

John Muhlfeld, Mayor

ATTEST:

Necile Lorang, City Clerk

LEASE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2015, by and between the City of Whitefish, herein referred to as the "CITY," whose mailing address is PO Box 158, Whitefish, Montana 59937, and the WHITEFISH COMMUNITY CENTER, INC., herein referred to as the "CENTER," whose mailing address is 121 East Second Street, Whitefish, Montana 59937.

WHEREAS, pursuant to the terms of an Interlocal Agreement between the City and Flathead County dated January 6, 1976, the City leases Lots 4 and 5 of Block 41 to the Center; and,

WHEREAS, the CITY is the owner of the real property described in this Agreement, and the CENTER desires to lease it under the terms of this Agreement.

NOW, THEREFORE, in consideration of the terms set forth in this Agreement, the parties agree as follows:

1. Description: This Agreement governs the lease of the following described real property referred to in this Agreement as the "PROPERTY":

**LOTS 4 AND 5, BLOCK 41, WHITEFISH, MONTANA,
RECORDS OF FLATHEAD COUNTY.**

2. Purpose: CENTER wishes to lease the PROPERTY for Center meetings, projects, and events for Center members, the community of Whitefish, and visitors.

3. Term: The term of this Agreement shall begin on January 1, 2015, for an initial term of five (5) years, through December 31, 2019. The term may be extended after providing sixty (60) days written notice prior to December 31, 2019. Any notice required or given pursuant to this Agreement shall be deemed effective on the day the notice is deposited in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party at the above address set forth herein.

4. Consideration: CENTER shall pay CITY as rent the sum of \$1.00 per year, payable in advance, on the 1st day of each year. Payment shall be made through the U.S. Mail to the CITY at the address listed above.

5. Utilities: It shall be the sole responsibility of CENTER to provide for water, electrical and gas, telephone and all other utilities supplied to the PROPERTY, and CENTER shall be responsible for the monthly cost of such utilities during the term of this Lease. CENTER shall also provide and pay for trash and garbage removal from the PROPERTY.

6. Maintenance of PROPERTY: CENTER shall repair and maintain the PROPERTY in the same condition as the condition of the PROPERTY prior to the Lease.

7. **Compliance with Laws:** CENTER shall at all times comply with all applicable ordinances, laws, and regulations with respect to the operation and management of the PROPERTY and shall apply for and obtain all required CITY permits in a timely manner.

8. **Indemnity Agreement:** CENTER shall protect, indemnify, defend, and save harmless the CITY and its officers, employees, and agents, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, losses, and liabilities of every kind and nature, whatsoever, including attorneys' fees and other legal expenses incurred by the CITY, arising out of or in any manner directly or indirectly, in whole or in part, out of the occupancy, operation, and activities of the Center and of any person attending or making use of the CENTER property. This indemnity obligation shall apply regardless of whether the act or omission, giving rise to indemnity was intentional, or negligent. PROVIDED, however, that this indemnity obligation shall not apply to injury, damage, loss, or claim of any kind caused by the sole negligence or willful misconduct of the CITY, its officers, employees, or agents.

9. **Assignability:** This Lease is not assignable without prior written approval of the Whitefish City Council. Any subletting does not relieve CENTER from any of its obligations herein.

10. **Insurance:** CENTER shall take out and thereafter during the life of this Agreement maintain in full force and effect an insurance policy written upon a form and by a reliable company, which meets with the approval of the CITY, insuring the CITY, its officers, employees, and agents, as a named insured, against loss, property damage, or liability which may arise during the life of this Agreement, including all attorneys fees and costs of defending any claim arising as a result thereof. CENTER shall provide City with proof of its liability insurance with primary and non-contributory coverage for personal injury and property damage in an amount not less than \$1.5 million for each occurrence within ten (10) days following execution of this Agreement and at least annually thereafter during the term of the Agreement.

11. **Default and Termination:** This Lease may be terminated by either party giving to the other party sixty (60) days written notice, prior to the termination of the Agreement, if either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Entire Agreement:** This Lease contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter contained in this Lease which are not fully expressed herein. The provisions of this Lease may

be waived, altered, amended or repealed in whole or in part only upon the written consent of all parties to this Lease.

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

14. Governing Law: The construction of this Lease, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Montana.

15. Successors in Interest: Subject to the restrictions against assignment as herein contained, this Lease shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estate, heirs, and legatees of each of the parties hereto.

16. Necessary Acts: Each party to this Lease agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date appearing beside their respective signatures.

CITY OF WHITEFISH

WHITEFISH COMMUNITY CENTER, INC.

By: _____
Charles C. Stearns, City Manager

By: _____
_____, _____
[Printed Name] [Title]

MEMORANDUM

#2014-039



To: Mayor John Muhlfield
City Councilors

From: Chuck Stearns, City Manager

A handwritten signature in blue ink that reads "Chuck Stearns".

Re: Staff Report – Consideration of a Resolution approving a five-year extension of the lease between the City of Whitefish and the Whitefish Community Center, Inc., fka the Whitefish Golden Agers

Date: December 30, 2014

Introduction/History

In 1976, the City of Whitefish and Flathead County entered into an Interlocal Agreement (IA) to provide for the construction of a senior center on City property (see the Interlocal Agreement in the packet). The IA provided that the City would lease the land for \$1.00 per year and Flathead County would build a building and lease the building to a senior organization. The organization, formerly called Golden Agers, is now known as the Whitefish Community Center, Inc. and the Community Center is located east of the current Kay Beller Park near the Whitefish River at 121 East 2nd Street.

Several years ago, while working on a utility issue for the Community Center, neither the Community Center, Inc. nor the City of Whitefish could locate a copy of a lease for the land. Therefore, we embarked upon writing a new, five year lease pursuant to the IA. The discussions on the lease languished for several years, but we renewed efforts last fall after discussions about a possible development to the east of the Community Center.

Current Report

City Attorney Mary VanBuskirk prepared a proposed five year lease agreement which the Community Center, Inc. board reviewed and requested some changes. Staff has reached agreement with the Community Center, Inc. board on mutually acceptable lease language after discussions mostly about indemnification requirements. A copy of the proposed lease agreement is enclosed with this report in the packet. Our lease is only for the land as the Community Center, Inc. has a separate lease with Flathead County for the buildings on the premises. As with all leases of municipal property, MCA 7-8-4201 requires an ordinance or resolution passed by 2/3rds of the City Council or 4 affirmative votes.

Financial Requirements and Impacts

Although the City provides an annual appropriation to the Community Center, Inc. in the budget to reimburse their water costs, this appropriation is at the discretion of the City Council and is not required in the lease. The City will receive \$5.00 in lease revenue over the five year term of this lease.

Recommendation

Staff respectfully recommends the City Council adopt A Resolution approving a five-year extension of the lease between the City of Whitefish and the Whitefish Community Center, Inc., fka the Whitefish Golden Agers.

attachments

INTERLOCAL AGREEMENT

CITY OF WHITEFISH AND FLATHEAD COUNTY
BOARD OF COMMISSIONERS



THIS AGREEMENT made and entered into this 6th day of January, 1976, by and between FLATHEAD COUNTY BOARD OF COMMISSIONERS, Flathead County, Montana, hereinafter referred to as "County", and the CITY OF WHITEFISH, a municipal corporation, Flathead County, Montana, hereinafter referred to as "City".

The City and County have agreed to the following purposes, powers, rights, obligations, and responsibilities:

1. Commencing with the date of filing of this Interlocal Agreement with the Clerk and Recorder of Flathead County and the Secretary of State of the State of Montana, this agreement shall run for perpetuity. In the event of the use hereof becoming obsolete, or the existence of conditions requiring that this use be ceased, all equity in the project shall be divided as herein set out in item 5.

2. No separate entity need or shall be created by virtue of this agreement, there being sufficient administrative ability within existing City-County agencies to ensure supervision of the activities and financial matters to be undertaken hereby, and sufficient existing organization to augment and implement that administration.

3. The purpose of this agreement is to construct a facility which shall be used to provide space for the Whitefish Golden Agers, Inc., a nonprofit organization, for programs and activities for the benefit of elderly residents of Flathead County, and the people of the City of Whitefish, and to assist them in maintaining independent life styles.

4. The obligation of the County shall be to cause to be built a facility not to exceed in construction cost the amount of Thirty-five Thousand Dollars (\$35,000.00) according to plans approved by the County, the City, and a licensed architect, suitable to both. The obligation of the City shall be to provide the described real property on either a yearly or a five (5) year lease basis in consideration of the annual payment of One Dollar (\$1.00); the legal description is Whitefish Original Block Forty-one (41), Lots Four (4) and Five (5), as the site of the construction of said facility. The Whitefish Golden Agers, Inc. are to provide material and labor for the operation of the facility, and further, cover all expenses in connection with the upkeep and maintenance of the project. The books of this enterprise shall be open and available to the Board of County Commissioners at all times. The custody and control of this building shall be under the dual control of the Whitefish Golden Agers, Inc. of Whitefish and the Board of County Commissioners of Flathead County. All final decisions with regard to tenancies, rents, and/or any other management details shall be made by the Board of County Commissioners of Flathead County.

5. Upon majority agreement of both the Board of County Commissioners of Flathead County and the City of Whitefish, this agreement may be terminated and the property described in item 4 above shall be disposed of in the following manner:

(a) The City shall have first option to purchase the property by payment to the County of an amount equal to two-thirds of the appraised value of said property. Said appraisal shall be made no more than sixty (60) days prior to the sale.

(b) The County shall have the second option to purchase said property by payment of one-third of the appraised value of said property.

(c) If neither the City or the County wish to purchase said property, it shall be advertised and released for bid with two-thirds of the purchase price, less expenses, reverting to flathead County and one-third going to the City of Whitefish.

6. A committee comprised of three (3) members of the community shall be responsible for the administration of the facility and the lots upon which such facility is situated. The three (3) members of the community shall be as follows: One shall be an authorized representative of the City of Whitefish; the second shall be an authorized representative of the Board of Flathead County Commissioners; and the third shall be a mutually agreed upon individual to represent the public interest at large. The responsibilities of said committee shall be to lease said property to nonprofit organizations and to dispose of said property upon partial or complete termination of this agreement as stated above.

7. For the manner in which the contracting parties shall be represented in the administration of the agreement, and the manner of administration, that is to say, whether a joint board, a hired administrator, an appointed or elected authority shall be used, see item 6 which is permanently incorporated in this item by reference.

8. It is the intention of the parties to acquire two (2) lots from the City of Whitefish under a renewable long term lease, with the building to be erected by the County and leased to the Whitefish Golden Agers, Inc. under a renewable lease for the sum of One Dollar (\$1.00) per year. This project shall, for the purpose of construction contracts, cease when construction is complete and shall continue to be operated as set out hereinabove.

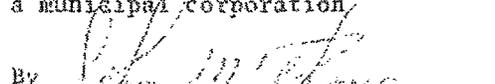
IN WITNESS WHEREOF, the representatives of the respective agencies have hereunto affixed their respective signatures in approval of this agreement the day and year first above written.

ATTEST:

CITY OF WHITEFISH, MONTANA,
a municipal corporation



City Clerk

By 

Its Mayor

(SEAL)

BOARD OF COUNTY COMMISSIONERS
FLATHEAD COUNTY, MONTANA

By [Signature]
Its Chairman

STATE OF MONTANA)
) ss.
County of Flathead)

On this 1st day of January, 1976, before me a Notary Public in and for the State of Montana, personally appeared [Signature], known to me to be the Chairman of the Board of County Commissioners, Flathead County, Montana, and acknowledged to me that such Board of County Commissioners executed the same.

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

(SEAL)

[Signature]
Notary Public for the State of Montana
Residing at Kalispell, Montana
My Commission expires May 23, 1978

STATE OF MONTANA)
) ss.
County of Flathead)

On this 24th day of December, 1975, before me, a Notary Public in and for the State of Montana, personally appeared [Signature], and [Signature], known to me to be the Mayor and City Clerk of the City of Whitefish, Montana, and acknowledged to me that said City executed the same.

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

(SEAL)

[Signature]
Notary Public for the State of Montana
Residing at Whitefish, Mont
My Commission expires 7-25-1977

The within Interlocal Agreement between Flathead County Board of Commissioners and the City of Whitefish, a municipal corporation, Flathead County, Montana, has been by me examined and found to meet the provisions of Section 16-4901, et seq, Revised Codes of Montana 1947, and accordingly is approved this ___ day of October, 1975.

ROBERT L. WOODDAHL, Attorney General
of the State of Montana

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received
12-9-14

Cari Elden

444 O'Brien Avenue
Whitefish, Montana 59937

December 8, 2014

Dear Whitefish City Council,

I am writing this letter in support of having our new City Hall building exterior be reflective of a historic structure, that will serve as a timeless anchor for our wonderful mountain town.

Just a few weeks ago our local volunteers were putting up our annual holiday downtown decorations, many of them hanging from historic looking brand-new lamp posts throughout the downtown core. As I drove by, I thanked the volunteers and felt such joy that our little town does this every year. I was proud that our children, third generation Montanans, will always have Whitefish as their birth place and to hopefully come back to. This town does have a strong sense of 'place' that is hard to understand when you live elsewhere or haven't spent time living here.

Having spent my youth growing up in large Metropolitan communities away from Montana and then returning in my twenties, I have a perspective of what larger town living and smaller town living brings with it.

A key factor in creating a sense of 'place' for Whitefish has been in the preservation of its historic buildings, such as the Train Depot. It has also been in the creation of new buildings that preserve that historical integrity, such as: the downtown American Bank, Central School, and Casey's. As mentioned above, even the new lamp posts being installed all over downtown are historic looking. This trend has been increasing over the past 14 1/2 since we moved to Whitefish. Thanks to the efforts of many volunteers over decades, our town has become increasingly more aware of how important it is that we maintain this vital sense of who we are and this sense of 'place'.

Please help our town continue this increasing trend and have our 'new' City Hall's exterior preserve our historic integrity. It is at the heart of our downtown and it is critical in our town's efforts to maintain this strong sense of 'place'.

Thank you,



Cari Elden

NOTICE OF APPOINTMENT

James Laidlaw



STATE OF MONTANA

: SS.

County of Flathead

OFFICE OF THE BOARD OF COUNTY COMMISSIONERS

To Whom It May Concern

Notice is hereby given that

James Laidlaw

has been re-appointed to the

Whitefish Planning Board

December 9, 2014

BOARD OF COUNTY COMMISSIONERS

By *Pamela J. Holmquist*
Pamela J. Holmquist, Chairman

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution of the United States, and the Constitution of the State of Montana, and that I will discharge the duties of my office with fidelity; (so help me God.)

Signed: _____

STATE OF MONTANA)

: SS.

County of Flathead)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by James Laidlaw.

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

ORDINANCE NO. 14-08

An Ordinance of the City Council of the City of Whitefish, Montana, providing that the Whitefish City Code be amended by adding Title 2, Chapter 15, providing for the creation of the Whitefish Planning Board, consistent with State law, and repealing Section 11-7-4.

WHEREAS, the City Council enacted Title 2, Chapter 1, to the Whitefish City Code, by Ordinance No. 01-06, establishing memberships and organization of City boards and committees; and

WHEREAS, by WCC Section 2-1-2, the provisions of Title 2, Chapter 1, to the Whitefish City Code did not apply to the City-County Planning Board as some of its members were appointed by agencies other than the City; and

WHEREAS, the Flathead County Board of County Commissioners has taken action to dissolve the Whitefish City-County Planning Board, assume jurisdiction of the exterritorial area around Whitefish, and exercise its election for the City to create a city planning board; and

WHEREAS, the City Council adopted Emergency Ordinance No. 14-07 on August 18, 2014, providing for the creation of an Interim Whitefish Planning Board; and

WHEREAS, the City Council desires to adopt an Ordinance providing for the creation of a city planning board as a standing committee of the City and establish the Whitefish Planning Board, its membership, powers, and duties, consistent with State law; and

WHEREAS, the City Council desires to repeal WCC Section 11-7-4 and all Resolutions, Ordinances and Sections of the Whitefish City Code in conflict with the application of this Ordinance.

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

Section 1: STANDING COMMITTEE ESTABLISHED: Pursuant to and under the provisions of Title 76, Montana Code Annotated, the City Council of the City of Whitefish does create and establish a city planning board to be known as the "Whitefish Planning Board" consistent with State law by adding Title 2, Chapter 15, WCC, and repealing Section 11-7-4, WCC.

Section 2: PURPOSE, POWERS AND DUTIES: By this chapter, the City Council of the City of Whitefish adopts all of the sections of the laws of Montana aforementioned that specifically pertain to a city planning board, granting and delegating to the Whitefish Planning Board all of the rights, privileges, powers, duties, and responsibilities thereto appertaining. The Whitefish Planning Board shall have such jurisdiction as provided by State law.

Section 3: MEMBERSHIP: The Whitefish Planning Board shall consist of seven (7) members, residing within the corporate limits of the City of Whitefish, to be appointed as follows:

- A. One member appointed by the City Council from its own membership;
- B. One member appointed by the City Council who, at the Council's discretion, may be an employee of the City of Whitefish or hold public office in Whitefish or Flathead County;
- C. One member appointed by the Mayor upon designation by the Flathead County Board of Commissioners, who may be a member of the Board of County Commissioners or an office holder or employee of the County; and
- D. Four citizen members appointed by the Mayor, who shall be qualified by knowledge and experience in matters pertaining to the development of the City.

Board members shall receive no compensation.

Section 4: TERMS: POSITIONS: Board terms shall be two (2) years. There are hereby created positions numbered one (1) through seven (7) inclusive of the members of the Whitefish Planning Board. Members serving on the effective date of this Chapter shall be assigned to positions that correspond with the following expiration dates:

<u>POSITION NUMBER</u>	<u>TERM EXPIRATION DATE</u>
1	December 31, 2015
2	December 31, 2015
3	December 31, 2015
4	December 31, 2015
5	December 31, 2016
6	December 31, 2016
7	December 31, 2016

As each of the above listed expiration dates has past, a member appointed to the position shall serve for a two (2) year term. Terms shall begin on January 1 following the initial expiration of the preceding term. At the discretion of the City Council, members may be appointed for more than one term.

Section 5: REMOVAL OF MEMBER: A member of Whitefish Planning Board may be removed from the board by majority vote of the City Council for cause upon written charges and after a public hearing. Willful disregard of State statutes, City ordinances and the rules of procedure of the board, or absences from three (3) consecutive meetings, including regular and special work sessions, or absences from more than fifty percent (50%) of such meetings held during the calendar year shall constitute cause for removal. Circumstances of the absences shall be considered by the City Council prior to removal.

Any person who knows in advance of his or her inability to attend a specific meeting shall notify the chair or secretary of Whitefish Planning Board at least twenty-four (24) hours prior to any scheduled meeting.

Section 6: VACANCY: Pursuant to Sections 3 and 4, any vacancy on Whitefish Planning Board shall be filled by the City Council acting in a regular or special session for the unexpired term of the Position wherein the vacancy exists. The City Council may appoint members of the City Council to temporarily fill vacant positions on Whitefish Planning Board.

Section 7: ORGANIZATION: Whitefish Planning Board, at its first meeting after January 1 of each year, shall elect a chair and vice-chair for the next twelve (12) month period. Upon the absence of the chair, the vice-chair shall serve as chair pro tem. If a vacancy occurs in the chair or vice-chair positions, the board shall elect a member to fill the vacancy at the next meeting.

Section 8: MEETINGS; RULES AND REGULATIONS: Four (4) members of Whitefish Planning Board shall constitute a quorum. Not less than a quorum of the board may transact any business or conduct any proceedings before the board. The concurring vote of four (4) members of the board shall be necessary to decide any question or matter before the board, except a motion for a continuance and motions to elect a chair and vice-chair may be decided by a simple majority vote of the board. The board shall adopt rules of procedure for the conduct of meetings consistent with statutes, the City Charter, ordinances and resolutions. Meetings of the board shall be held at the call of the chair and at such other times as the board may determine. All meetings shall be open to the public.

Section 9: EXPENDITURE AUTHORIZED: Whitefish Planning Board shall not have authority to make any expenditures on behalf of the City or disburse any funds provided by the City or to obligate the City for any funds except as has been included in the City budget and after the City Council shall have authorized the expenditure by resolution, which resolution shall provide the administrative method by which funds shall be drawn and expended.

Section 10: WCC Section 11-7-4 is hereby repealed.

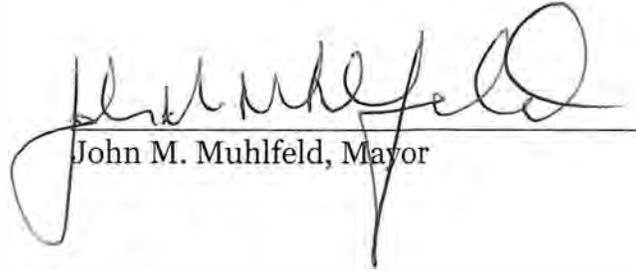
Section 11: All resolutions, ordinances and Sections of the Whitefish City Code and parts thereof in conflict with the application of this Ordinance are hereby repealed.

Section 12: In the event any word, phrase, clause, sentence, paragraph, section or other part of the Ordinance set forth herein is held invalid by a court of competent jurisdiction, such judgment shall affect only that part held invalid, and the remaining provisions thereof shall continue in full force and effect.

Section 13: This Ordinance does not affect the rights or duties that matured, penalties and assessments that were incurred or proceedings that began before the effective date of this Ordinance.

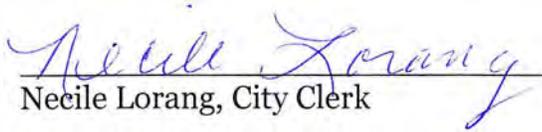
Section 14: This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Whitefish, Montana, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, THIS 15TH DAY OF SEPTEMBER, 2014.



John M. Muhlfeld, Mayor

ATTEST:



Necile Lorang, City Clerk

From: [David Taylor](#)
To: ["Bick Smith"](#); ["Sean Averill"](#); ["Eric H. Mulcahy"](#); ["Thomas Tornow"](#); ["Don & Judy Spivey"](#); ["Herb Peschel"](#); ["Mike Kelley"](#); ["Norm Nelson"](#); ["Scott Sorenson"](#)
Cc: ["Chuck Stearns"](#)
Subject: Appeal Hearing
Date: Monday, December 29, 2014 12:07:41 PM

The Board of Adjustment hearing on the zoning administrator decision appeal regarding blended uses and density for Planned Unit Developments will be held at the City Council Chambers on January 21 at 6 pm.

Dave

David Taylor, AICP
Director, Planning & Building
City of Whitefish
510 Railway Street
PO Box 158
Whitefish, MT 59937
(406)863-2416



| Please consider the environment before printing this e-mail.

7-3-173. Establishment of study commissions. (1) A study commission may be established by an affirmative vote of the people. An election on the question of conducting a local government review and establishing a study commission must be held:

(a) whenever the governing body of the local government unit calls for an election by resolution;

(b) whenever a petition signed by at least 15% of the electors of the local government calling for an election is submitted to the governing body; or

(c) whenever 10 years have elapsed since the electors have voted on the question of conducting a local government review and establishing a study commission.

(2) 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, as required by Article XI, section 9(2), of the Montana constitution, within 1 year after the 10-year period referred to in subsection (1)(c).

History: En. Sec. 3, Ch. 697, L. 1983; amd. Sec. 11, Ch. 130, L. 2005.

7-3-174. Election procedures. (1) Votes cast on the question of establishing a study commission and for electing study commission members shall be counted, canvassed, and returned as provided in Title 13 for general elections.

(2) The election administrator shall report the results of all elections conducted under 7-3-171 through 7-3-193 to the secretary of state within 15 days of the date the results become official.

History: En. Sec. 4, Ch. 697, L. 1983.

7-3-175. Election on question of establishing study commission. (1) The question of conducting a local government review and establishing a study commission must be submitted to the electors in substantially the following form:

Vote for one:

FOR 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.

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.

(2) The question of conducting a local government review and establishing a study commission requires an affirmative vote of a majority of those voting on the question for passage.

(3) Except for elections to be conducted pursuant to 7-3-173(2), a special election on the question of reviewing a local government and establishing a study commission must be held no sooner than 60 days and no later than 90 days after the passage of a resolution or the certification of a petition calling for an election on the question.

History: En. Sec. 5, Ch. 697, L. 1983; amd. Sec. 14, Ch. 521, L. 2007.

7-3-176. Election of commission members. (1) If the question of reviewing the local government and establishing a study commission is approved, an election to fill the positions on the local government study commission must be held in conjunction with the first regularly scheduled election of the local government conducted after 90 days following the election establishing the study commission. A primary election may not be held.

(2) The names of study commission candidates who have filed declarations of nomination not later than 75 days before the date of the election must be placed on the ballot. There is no filing fee. The election is nonpartisan, and candidates must be listed without party or other designation or slogan. The secretary of state shall prescribe the ballot form for study commissioners.

(3) Candidates for study commission positions must be electors of the local government for which the study commission has been established. The candidates may not be elected officials of the local government.

(4) The number of candidates, equal to the number of study commission positions to be elected, receiving the highest number of votes, which includes votes cast for candidates who have officially filed nominations and votes for write-in candidates, must be declared elected. If there is a tie vote among candidates, the governing body shall decide by lot which candidate will fill the position.

(5) If the number of study commissioners elected is not equal to the number required to be selected, the presiding officer of the governing body, with the confirmation of the governing body, shall appoint the additional study commissioners within 20 days of the election. An elected official of the local government may not be appointed.

History: En. Sec. 6, Ch. 697, L. 1983; amd. Sec. 6, Ch. 250, L. 1985; amd. Sec. 1, Ch. 435, L. 1985; amd. Sec. 9, Ch. 387, L. 1995.

7-3-177. Composition of study commission. (1) The number of positions, which must be an odd number of not less than three, on the study commission shall be set out in the resolution or petition calling for the election on the question of reviewing the local government or local governments and establishing a study commission. If the election is called under the provisions of 7-3-173(1)(c), the study commission shall consist of three members unless the local governing body by resolution declares that a larger number shall be elected.

(2) Every study commission shall include as an ex officio nonvoting member a member of the governing body or an elected official or employee of the local government appointed by the governing body. The ex officio member must be appointed prior to the organization of the study commission provided for in 7-3-179.

History: En. Sec. 7, Ch. 697, L. 1983; amd. Sec. 2, Ch. 435, L. 1985.

7-3-178. Term of office — vacancies — compensation. (1) The term of office of study commission members begins on the day that their election to the study commission is declared or certified under 13-15-405 or on the day of their appointment and ends on the day of the vote on the alternative plan. If the alternative plan is adopted, the term continues for 90 days after the day of the vote on the alternative plan. If the commission recommends no alternative plan, the term ends 30 days after submission of the final report in accordance with 7-3-187.

(2) Except as provided in subsection (1), the term of office of study commission members terminates on the date of the first statewide general election following the election required by 7-3-176.

(3) A vacancy on a study commission, including an ex officio member vacancy, must be determined in the same manner as a vacancy in municipal office as provided in 7-4-4111. A vacancy on a study commission must be filled by appointment by the governing body of the local government being studied by the commission. The appointment must be made within 30 days of the date the vacancy occurs.

(4) Members of the study commission may not receive compensation other than for actual and necessary expenses incurred in their official capacity.

History: En. Secs. 8, 9, 10, Ch. 697, L. 1983; amd. Sec. 3, Ch. 435, L. 1985; amd. Sec. 15, Ch. 521, L. 2007.

7-3-179. Organization of commission. (1) Not later than 10 days after all members of the study commission have been elected or appointed, the study commission shall meet and organize at a time set by the presiding officer of the governing body of the local government that the study commission is to examine.

(2) At the first meeting of the study commission, the study commission may elect a temporary presiding officer, who will serve until a permanent presiding officer is selected.

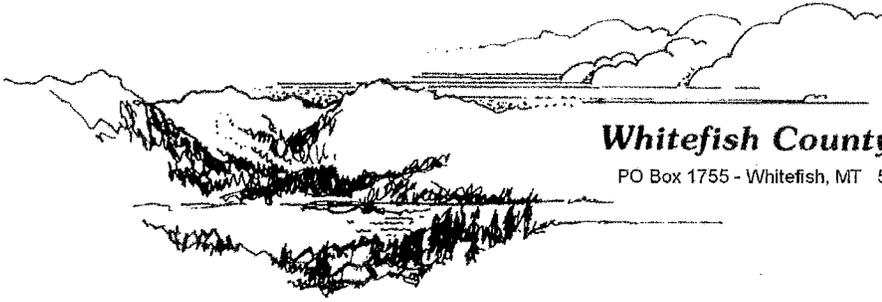
History: En. Sec. 11, Ch. 697, L. 1983; amd. Sec. 293, Ch. 61, L. 2007.

7-3-180. Cooperation of study commissions. (1) Any two or more study commissions may cooperate in the conduct of their studies. A majority vote by each of the affected study commissions is required for a cooperative study.

(2) Cooperative studies do not preclude each study commission from making a separate report and recommendation.

History: En. Sec. 12, Ch. 697, L. 1983.

FYI - City Manager Gary Marks was appointed as ex-officio officer to the 2004-2005 Local Government Study Commission and Vanice Woodbeck took the minutes for that Commission.



Whitefish County Water & Sewer District

PO Box 1755 - Whitefish, MT 59937 - (406) 863-4820 - Fax: (406) 863-4809

November 3, 2014

Mayor John Muhlfeld
City of Whitefish
PO Box 158
Whitefish, MT 59937

Mayor Muhlfeld:

The Whitefish County Water District (WCWD) recently met with Mike Koopal and Lori Curtis of the Whitefish Lake Institute to discuss the Whitefish Lake septic leachate issue and the Whitefish Community Wastewater Committee Management Plan.

WCWD recognizes the importance of mitigating the effect of septic leachate to Whitefish Lake, and we would like to thank the City of Whitefish for tackling this important issue.

At our October 2014 meeting, we voted to partner with the City of Whitefish on this project by sponsoring a Planning Grant application to the Treasure State Endowment Program (TSEP) and Montana Department of Natural Resources and Conservation Renewable Grant and Loan Program (RRGL) in the spring of 2015 for the development of a Preliminary Engineering Report for the Lazy Bay neighborhood area.

The WCWD Board also voted to contribute limited funds if required to complete the PER in the Lazy Bay neighborhood area. However, we request assistance from the City of Whitefish to complete the PER should the cost exceed the combination of grant monies and our limited funds.

Sincerely,

Carl Denny
President

cc: Mike Koopal, Whitefish Lake Institute

Subject: Decision

From: URI BARNEA <u_barnea@yahoo.com>

Date: 12/29/2014 5:51 PM

To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>

Dear Council Person:

I urge you to do ALL you can to protect LGBT people in Whitefish from discrimination in housing, employment, and public accommodations.

Thank you for your consideration of this matter.

Uri Barnea

Billings, MT

Subject: Thank you for considering a Non-Discrimination Ordinance for Whitefish
From: Catherine Cooney <cmecooney@gmail.com>
Date: 12/29/2014 6:24 PM
To: nlorang@cityofwhitefish.org

To the City Council Members of Whitefish,

I am so proud of the Whitefish City Council for discussing a Non-Discrimination Ordinance for Whitefish! You are providing a good example of moral courage and high ethical standards by taking a stand against blatant discrimination. Thank you for protecting our LGBT citizens and community members!

Cathy Cooney, Member
Glacier Unitarian Universalist Fellowship
Kalispell, MT
(406) 212-7243

Subject: Whitefish Non-Discrimination Ordinance
From: Dan Lourie <tydanlou@gmail.com>
Date: 12/29/2014 6:39 PM
To: jmuhlfeld@cityofwhitefish.org, nlorang@cityofwhitefish.org

Dear Mayor and City Council -

Great cities are enriched by their diversity, but only when they ensure that the immorality of exclusion based on prejudice does not thrive within their midst. They excel when all rights are guaranteed to all citizens, when all have the same opportunities, rights, and legal protections, despite economic, ethnic and religious differences, despite differences in whom they choose to love and who they choose to be.

We all share our lives with devout members of various faiths. My wife is a devout Christian and I was raised a Jew. But we have rarely known, and have never approved of nor accepted those who cloak their bigotry in their religion.

Much of the virulent opposition to Non Discrimination Ordinances throughout the state has been patent bigotry. Religious leaders invoking religion to cloak their bigotry is despicable, and many spiritual leaders of various faiths, in contrast to those who preach bigotry, have publicly supported passage of non-discrimination ordinances throughout Montana.

City Councilors must of course work carefully to draft a Non Discrimination Ordinance that allays the fears of religious freedom from being abridged. However neither the citizens of Whitefish nor the City Council should capitulate to the bigotry being hidden behind that religion. The devout Christians and those of other faiths whom I know find the bigotry of opposition to Non-Discrimination Ordinances in Montana's cities to be abhorrent.

As citizens of Whitefish and other Montana communities strive for justice and for equality to become reality, it is necessary that the cities protect the rights of our LGBT sisters and brothers who are currently alone in lacking those protections in the work place, housing, public accommodations and in all business transactions. Our various communities must guarantee that all of us are treated with fairness, respect and dignity and that these guarantees are protected by law. That goal requires the Whitefish City Council to draft and pass a Non Discrimination Ordinance.

**Thank you.
Dan Lourie
Bozeman**

Subject: Protections for the LGBT Community

From: Marsha Rubino <znailwiz@yahoo.com>

Date: 12/29/2014 7:17 PM

To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>

Greetings:

I am writing in support of nondiscrimination protections for the LGBT community. The haters in Montana must be put on notice that we Montanans will not abide by notions led by people who are fearful and full of hate.

Thank you for your consideration.

Sincerely,

Marsha Rubino
46144 Meadowlark Lane
Big Arm, MT 59910

Subject: Non-discrimination ordinance
From: Teri Vore <tcmbigsky@yahoo.com>
Date: 12/29/2014 7:38 PM
To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>

Please do everything in your power to support this ordinance. Teri Vore
Sent from my iPhone

Subject: NDO for Whitefish

From: Susan Seaman <susan028@centurytel.net>

Date: 12/29/2014 8:35 PM

To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>

Council Members,

I write to you in support of a non-discrimination ordinance for the City of Whitefish. I am a member of Love Lives Here and live in the Whitefish School District outside of the City limits.

While I applaud the recent anti-discrimination resolution adopted by the Council, I feel it falls short of an enforceable ordinance and has no consequences for those choosing to ignore or defy it. It is time to offer protection under the law for people in the LGBTQ community so that they no longer need to be afraid of losing their job or their place of residence because of discrimination.

Thank you for your willingness to consider this ordinance and to be on the leading edge of equal rights for all residents and visitors to our community. We have a responsibility to everyone to ensure that all people, no matter their life circumstances, feels welcome, valued and respected.

Thank you for being proactive for human rights in Whitefish!

Sincerely,

Susan Seaman

Susan028@centurytel.net

Subject: NDO

From: Jack Albrecht <jacquesalbrecht@hotmail.com>

Date: 12/29/2014 11:09 PM

To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>

Gentlemen:

I am sending this in support of Whitefish's proposed Nondiscrimination Ordinance and in opposition to Richard Spencer's National Policy Institute. As a former resident of Whitefish, and a current property owner there, I believe that all citizens of that community need to feel that they are treated fairly and equally. Please support this ordinance. Thank you.

Regards,
Jack Albrecht

Sent from my iPad

Subject: EQUALITY FOR ALL IN WHITEFISH

From: geclark@midrivers.com

Date: 12/30/2014 6:06 AM

To: jmuhlfeld@cityofwhitefish.org, nlorang@cityofwhitefish.org

Unless none of you have any connection with someone else -
son, daughter, sister, brother, Mother, Father, husband, wife, lover,
partner -
then why wouldn't you legislate protection and equality for all?

Unless none of you have ever been -
wronged, mistreated, hurt, belittled, bullied, cheated, beaten, robbed -
then why wouldn't you legislate protection and equality for all?

Unless none of you were elected into office to -
serve, protect, nurture, grow, listen, help ALL of your constituents -
then why wouldn't you legislate protection and equality for all?

Don't walk away from what may
the most important thing
you ever do as an elected official.

Please immediately establish legal
nondiscrimination protections
for the LGBT community of Whitefish!

Anything else is a vote of support
for the National Policy Institute.

I'm counting on you to do what's right.

Gregory Eaton Clark
Lewistown, Montana

Subject: LGBT

From: <donnamarx401@gmail.com>

Date: 12/30/2014 7:21 AM

To: <nlorang@cityofwhitefish.org>

To:Whitefish City Council

I raised my family in Whitefish where I established a child care home primarily for teacher's children. Please continue to be an exemplary city by providing nondiscriminatory protections for the LGBT community.

Respectfully,

Donna Marx

401 Sylvan Dr.

Kalispell, MT

Subject: Ordinance

From: Patti Scruggs <lazyotter@centurytel.net>

Date: 12/30/2014 8:35 AM

To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>

Dear Whitefish City Council members,

I support a nondiscrimination ordinance in Whitefish for the LGBT community.

Thank you.

Patti Scruggs

Sent from my iPad

Subject: NDO

From: Edis Kittrell <edismusic@msn.com>

Date: 12/30/2014 9:43 AM

To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>

Please support the upcoming NDO legislation. It's the right thing to do.

Thank you.

Edis Kittrell

Sent from Windows Mail

Subject: Non-discrimination ordinance
From: Will Randall <prandall@cyberport.net>
Date: 12/30/2014 8:53 AM
To: jmuhlfeld@cityofwhitefish.org, nlorang@cityofwhitefish.org

Dear Mayor and City Councilors,

I would like to respectfully ask that you move forward on a Non-discrimination Ordinance to protect LGBT people from discrimination in housing, employment and access to public accommodations at the January 5th council meeting.

My grandparents came to Whitefish in the late 1920's, my dad was born in an old farmhouse on the outskirts of town and I was born in Whitefish Memorial Hospital on Park Avenue. My wife and I were married in the old Methodist Church, as were my parents and hers before us. I guess I'm trying to say my roots in, and love for Whitefish run deep.

I am so proud of the community's recent response to bigotry and intolerance, and the obvious next step is to take action to protect our LGBT friends, family, and visitors from discrimination. I am confident that public testimony in favor of the NDO will be compelling and inspiring.

Let's send a message that the values of fairness, dignity and equality, the values I grew up with, are Whitefish's values today.

Thank you,

Will Randall

Subject: Non discriminatoin ordinance
From: Matthew Rottenberg <matt@bigskyatm.com>
Date: 12/30/2014 10:59 AM
To: jmuhlfeld@cityofwhitefish.org, nlorang@cityofwhitefish.org

Dear City Council,

I support the NDO. Please put it on the agenda for the city council meeting on January 5th!

Sincerely,

Matthew Rottenberg
427 Lupfer Ave
Whitefish, MT 59937

Subject: NDO Ordinance

From: Kate Berry <kateberry@restorativeyouthjustice.org>

Date: 12/30/2014 11:00 AM

To: jmuhlfeld@cityofwhitefish.org, nlorang@cityofwhitefish.org

Dear City Council,

I support the NDO and would love to see it on the agenda for the city council meeting on January 5. Thank you!

Sincerely,

Kate Berry

Program Coordinator

Center for Restorative Youth Justice

T. 406.257.7400 E: kateberry@restorativeyouthjustice.org

www.restorativeyouthjustice.org

Subject: Non-Discrimination Ordinance Comment for City Council on January 5th Agenda

From: Nathan Kosted <nathan.kosted@gmail.com>

Date: 12/30/2014 11:20 AM

To: nlorang@cityofwhitefish.org

Dear City Council,

I support the non-discrimination ordinance. Please put it on the agenda for the city council meeting on January 5th! The time is now.

Sincerely,

Nathan Kosted

480 White Basin Rd.

Kalispell, MT 59901

Subject: Whitefish NonDiscrimination Ordinance

From: Cathi Lai <cathi@cabri-ltd.com>

Date: 12/30/2014 11:23 AM

To: jmuhlfeld@cityofwhitefish.org, nlorang@cityofwhitefish.org

Dear City Council,

I support the NDO. Please put it on the agenda for the city council meeting on January 5th!

Sincerely,

Cathryn Lai

2755 US Highway 93 W

Whitefish, MT 59937

Subject: Please put Whitefish Nondiscrimination Ordinance on the Agenda for the January 5th Meeting

From: Gaye Lockwood <gayelockwood@yahoo.com>

Date: 12/30/2014 11:25 AM

To: "jmuhlfeld@cityofwhitefish.org" <jmuhlfeld@cityofwhitefish.org>, "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>, "janderson@cityofwhitefish.org" <janderson@cityofwhitefish.org>, "pbarberis@cityofwhitefish.org" <pbarberis@cityofwhitefish.org>, "jfrandsen@cityofwhitefish.org" <jfrandsen@cityofwhitefish.org>, "fsweeney@cityofwhitefish.org" <fsweeney@cityofwhitefish.org>

Dear Whitefish City Council,

I support the Whitefish Nondiscrimination Ordinance. Please put it on the agenda for the city council meeting on January 5th!

Please follow through on our city taking a stance in support of diversity, inclusion, free speech, and freedom of assembly for all inhabitants and visitors.

Sincerely,

Gaye Lockwood
1380 Karrow Avenue
Whitefish, MT 59937
(406) 862-5257

Subject: RE: Please put Whitefish Nondiscrimination Ordinance on the Agenda for the January 5th Meeting

From: "Hilary Shaw" <director@abbieshelter.org>

Date: 12/30/2014 11:44 AM

To: "'Gaye Lockwood'" <gayelockwood@yahoo.com>, <jmuhlfeld@cityofwhitefish.org>, <nlorang@cityofwhitefish.org>, <janderson@cityofwhitefish.org>, <pbarberis@cityofwhitefish.org>, <jfrandsen@cityofwhitefish.org>, <fsweeney@cityofwhitefish.org>

Dear Whitefish City Council,

I support the Whitefish Nondiscrimination Ordinance. Please put it on the agenda for the city council meeting on January 5th!

There is no "right time" or "wrong time" to do the right thing. Please lead us forward!

Sincerely,

Hilary Shaw
650 Blanchard Lake Rd
Whitefish, MT 59937

Subject: Non-Discrimination Ordinance

From: "MONA " <mcharles@centurylink.net>

Date: 12/30/2014 11:57 AM

To: jmuhlfeld@cityofwhitefish.org, nlorang@cityofwhitefish.org

Dear City Council,

I support the Non-Discrimination Ordinance and urge you to put it on the agenda of the January 5th Council meeting.

Thank you.

Mona Charles

Subject: Support of the NDO
From: billie thomas <bthomas240@gmail.com>
Date: 12/30/2014 12:02 PM
To: jmuhlfeld@cityofwhitefish.org
CC: nlorang@cityofwhitefish.org

Dear City Council:

I support the NDO. Please put it on the agenda for the city council meeting on January 5th.

Sincerely,

Billie Thomas
240 Fox Farm Dt
Whitefish, MT 59937

Subject: NDO

From: Carrie Corbett <ccorbett@centurytel.net>

Date: 12/30/2014 12:11 PM

To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>

Dear City Council,

I support the NDO. Please put it on the agenda for the city council meeting [on January 5th](#)!

Sincerely,

Carrie Corbett, LM CPM

www.ferncreekbirth.com

Subject: non-discrimination

From: "Mike Ward" <wardmf@centurytel.net>

Date: 12/30/2014 12:59 PM

To: <nlorang@cityofwhitefish.org>

As a citizen of the Flathead Valley, who resides in Bigfork, but who spends money in Whitefish at restaurants, the Mountain, stores, theatre, I encourage you to make Whitefish even better than it is already by passing a non-discrimination resolution protecting the LGBT community. Please set an example for the towns around you! Thank you! Carol Beyer 837-6086 14533 Grandview Lane Bigfork, MT 59911

Subject: NDO

From: Jim and Karen Holmquist <jkholmquist@hotmail.com>

Date: 12/30/2014 1:07 PM

To: "jmuhlfeld@cityofwhitefish.org" <jmuhlfeld@cityofwhitefish.org>, "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>, "janderson@cityofwhitefish.org" <janderson@cityofwhitefish.org>, "pbarberis@cityofwhitefish.org" <pbarberis@cityofwhitefish.org>, "afeury@cityofwhitefish.org" <afeury@cityofwhitefish.org>, "jfrandsen@cityofwhitefish.org" <jfrandsen@cityofwhitefish.org>, "rhildner@cityofwhitefish.org" <rhildner@cityofwhitefish.org>, "fsweeney@cityofwhitefish.org" <fsweeney@cityofwhitefish.org>

I live in Kalispell but please do not consider this option of the no discrimination to Whitefish law. First of all it goes against the first amendment and second it WILL discriminate against many who oppose this type of law. It forces many to go against their values. Thank you for voting against the NDO.

Jim Holmquist
Cougar Fan

Subject: ordinance

From: dianneg44@gmail.com

Date: 12/30/2014 1:19 PM

To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>

It is necessary and right that our city of Whitefish adopt an ordinance that has NO discrimination of any sort in hiring, renting, selling, or any other dealings in our community. Everyone needs to be treated equally and fairly. Sincerely, Dianne Grove, 586 Hidden Valley Dr., Whitefish, Mt. 59937

Sent from my iPad

Subject: Support for NDO

From: Amy Eller <amye@montanaacademy.com>

Date: 12/30/2014 2:07 PM

To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>, "jmuhlfeld@cityofwhitefish.org" <jmuhlfeld@cityofwhitefish.org>

Hello, I am writing in firm support of the Whitefish NDO. I believe this ordinance is important for our community, as we ought to strive to be a safe and welcoming place for everyone. Housing and employment discrimination, for any reason, should not be tolerated in our community.

Thank you,
Amy Eller

Sent from my iPad

Subject: Local Non-Discrimination Ordinance (NDO)
From: Christine Phillips <christine@christinewrites.com>
Date: 12/30/2014 2:16 PM
To: muhlfeld@cityofwhitefish.org, nlorang@cityofwhitefish.org

Dear City Council,

I support the NDO. Please put it on the agenda for the city council meeting on January 5th!

Sincerely,

Christine Phillips

www.christinewrites.com

202 302.7773 | 406 730.2806

LinkedIn - <http://www.linkedin.com/in/christinephillips>

Subject: A Kind Request

From: Deanna Kotila <dckotila@gmail.com>

Date: 12/30/2014 4:23 PM

To: nlorang@cityofwhitefish.org

Dear City Council Member,

The amount of sacrifice in time, energy and attention to mountains of details must be a daunting responsibility. Just taking a moment to consider that makes me thankful for your willingness to do so! One of the things that must be an on-going challenge is the pressure from people who want their way in some regard. The most controversial meeting earlier this month is certainly an example of that.

May I kindly request that you maintain your position to keep the resolution regarding non-discrimination and not give in to pressure to make it an ordinance by putting it on the next council agenda? Having been raised in Montana, I continually find it frustrating that people move here because it's different and then want to make it like everywhere else.

You are doing a fine job as a steward of our city and I encourage you to continue to honor your oath as a city council member to be a steward of our Constitution and the protection it provides for all, not just special interests.

Thank you and best wishes for the New Year,

Deanna Kotila

Subject: NDO

From: Michael Sherman <shermanm@sd5.k12.mt.us>

Date: 12/31/2014 9:41 AM

To: "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>

We support the NDO. Please put it on the January 5th agenda!

Thank You!

Michael & Susan Sherman

108 Parkridge Dr

Kalispell, MT

Sent from my Verizon 4G LTE Smartphone

Scanned with Barracuda Firewall Systems.

Subject: NDO

From: "Doug Denmark" <doug@dougdenmark.com>

Date: 12/31/2014 9:53 AM

To: <nlorang@cityofwhitefish.org>

I must admit, I do not live in Whitefish. I live in the county and work all over Northwestern MT, including Whitefish, so I am writing in response to a coming WF action.

Please consider that discrimination can come in many forms, many of them hidden in "well-meaning" regulations. When a government body, ie, city, county, state or federal governments attempt to "prohibit" certain thoughts or actions they are really discriminating against the rights of many citizens and forcing the population to think or feel a certain way.

Hate will always be a strong and contentious issue, but it should be the right of every human being to decide how they feel, so long as they are willing to take the consequences of their actions. The difference being thought versus action. The actions of hate are already illegal, let's not make thought illegal too, please.

So, I hope you will remember to represent **all of the people** of Whitefish in future city actions, not just a few activists trumpeting moral high ground based on their definitions. Thank you, in advance, for your consideration.

*Doug Denmark
Broker Owner
RE/MAX Glacier Country
1 Main St.
Kalispell, MT 59901
406-257-8900*

Subject: No to Non-Discrimination Ordinance

From: Matt Regier <mattregier@hotmail.com>

Date: 12/31/2014 9:46 AM

To: "jmuhlfeld@cityofwhitefish.org" <jmuhlfeld@cityofwhitefish.org>, "nlorang@cityofwhitefish.org" <nlorang@cityofwhitefish.org>, "janderson@cityofwhitefish.org" <janderson@cityofwhitefish.org>, "pbarberis@cityofwhitefish.org" <pbarberis@cityofwhitefish.org>, "afeury@cityofwhitefish.org" <afeury@cityofwhitefish.org>, "jfrandsen@cityofwhitefish.org" <jfrandsen@cityofwhitefish.org>, "rhildner@cityofwhitefish.org" <rhildner@cityofwhitefish.org>, "fsweeney@cityofwhitefish.org" <fsweeney@cityofwhitefish.org>

Dear City Council,

I am writing to express my opposition to the Non discrimination Ordinance. Discrimination is a horrible thing, and by mandating outcomes for certain people you are discriminating against another. There are other ways to change a discriminatory heart. Please don't fight discrimination with discrimination. I own property in Whitefish and want to see it remain a wonderful community.

Matt Regier

Sent from Windows Mail

The Following Phone calls were received:

Nathan Coster in support of public hearing on NDO

Pamela John in support of NDO

Hillary Shaw, 650 Blanchard Lake Road in support of NDO on the Council Agenda

Randy Kosted, 480 White Basin Rd., Kalispell, in support of NDO on the Council Agenda

Brandon Price, 116 Canyon Ranch, Columbia Falls, in support of NDO on Council Agenda

Gaye Lockwood, 1380 Karrow Avenue, in support

Nate Beck, 1524 W. Lakeshore Drive, in support

Doug Merwin, 845 Patton Lane, Against