



**CITY COUNCIL WORK SESSION
CITY COUNCIL CHAMBER CONFERENCE ROOM
TUESDAY, JANUARY 20, 2015, 5:00 to 7:00 PM**

1. **5:00 – 6:00 p.m. - CLOSED EXECUTIVE SESSION: Personnel Matter.** Pursuant to §2-3-203(3) MCA, the presiding officer may close the meeting during the time the discussion relates to a matter of individual privacy and then if and only if the presiding officer determines that the demands of individual privacy clearly exceeds the merits of public disclosure. The right of individual privacy may be waived by the individual about whom the discussion pertains and, in that event, the meeting must be open.

2. **6:00 – 7:00 p.m. BIRCH POINT QUIET ZONE**
 - a. Call to Order
 - b. Discussion of Birch Point Drive Quiet Zone costs and options to proceed toward implementing a quiet zone
 - c. Public Comment
 - d. Direction to staff on above topic
 - e. Adjourn



January 8, 2015

Mayor Muhlfeld and City Councilors
City of Whitefish
Whitefish, Montana

Mayor Muhlfeld and Councilors

Updated Cost Estimates for the Birch Point Quiet Zone

Introduction/History

The Public Works Department and representatives from Birch Point Drive area have worked with BNSF and the Montana Department of Transportation (MDT) for the past 6 or 7 years to establish a railroad quiet zone at the Birch Point crossing. This memo is to provide background information and updated cost estimates for January 20th City Council Workshop.

Current Report

Attached please find the following documents:

- A June 17, 2013 letter from the City to BNSF to initiate discussions about a Birch Point quiet zone.
- An information packet on the Birch Point crossing and quiet zone which was emailed from the City to BSNF's Montana Government Affairs Officer on June 21, 2013. In that correspondence, the City Manager asks BNSF to confirm previous cost information and cost sharing options.
- A June 5, 2014 email from BSNF's Manager of Public Projects with updated cost estimates for track and signal improvements necessary to establish a Birch Point quiet zone. BNSF has not commented as to whether any cost sharing options may still be available.
- A December 2014 cost estimate prepared by Robert Peccia and Associates for road widening and median improvements at the Birch Point crossing. These improvements would be essentially the same as those recently installed at the East 2nd St crossing.

- A September 1, 2010 email from John Althof, MDT's Rail/Highway Safety Manager, outlining a plan whereby BNSF, MDT and the City would share the cost of signal improvements. We spoke with John recently and were told MDT's cost sharing program is still active. We emailed BNSF's Manger of Public Projects on December 9th to ask if their cost sharing proposal was still on the table and they have not replied.
- A spreadsheet with updated cost information using the estimates prepared in 2014 and the cost distribution outlined by MDT in 2010.. The spreadsheet contemplates the possibility that BNSF may still be willing to pick up 20% of the cost for signal improvements.
- An aerial photo indicating the approximate area most strongly impacted by train horns at the Birch Point crossing. This graphic is from a 2007 report prepared by Railroad Controls Limited and reflects their judgment rather than measurements in the field.

Financial Requirement

The updated information indicates a total project cost of approximately \$796,148. The proposed cost distribution reflects BNSF's previous commitment to pick up 20% of the cost for signal improvements, while MDT would pick up half of the remainder (or 40%) of the signal improvements, and the community would pay for the remaining 40% of the signal improvements, plus the railroad crossing surface improvements, road widening, the new median, and costs necessary to create a Special Improvement District (SID).

Using this methodology, the cost shares are estimated at \$101,001 for BNSF, \$202,001 for MDT, and \$493,147 for the community. The City's participation might be a lump sum payment separate from a neighborhood SID, or the City might participate in the SID as one among many property owners.

Recommendation

We respectfully request the City Council consider this information and direct staff as to how to they would like us to proceed.

Sincerely,



John C. Wilson
Public Works Director



June 17, 2013

Matthew K. Rose
Chairman and Chief Executive Officer
Burlington Northern Santa Fe
25 Lou Menk Drive
Fort Worth, Texas 76131

Subject: City of Whitefish Letter of Support
Birch Point Drive – BNSF Quiet Zone

Dear Mr. Rose:

We are writing this letter to express our interest and support to create a quiet zone at the Burlington Northern Santa Fe (BNSF) crossing of Birch Point Drive in Whitefish, Montana. In 2007, the City of Whitefish contracted with Railroad Controls Limited to conduct an evaluation of three grade crossings within the City of Whitefish and to determine appropriate treatments to create quiet zones. The evaluation was conducted on the BNSF railway corridor and included State Park Road, East Second Street, and Birch Point Drive. Since completion of this study, the City of Whitefish and BNSF have worked cooperatively to establish successful quiet zones at both State Park Road and East Second Street.

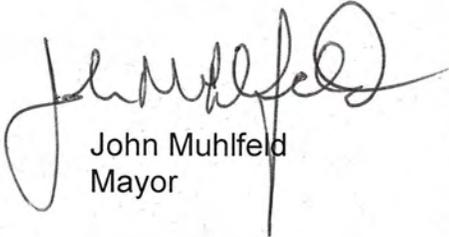
In 2010 the City of Whitefish, BNSF, and the residents of Birch Point began exploring options for creating a quiet zone at Birch Point Drive. For various reasons, the project lost momentum. Today, there is strong interest on behalf of the City of Whitefish and residents of Birch Point to once again prioritize the feasibility of implementing a quiet zone to address the increased number of trains, longer and louder horns, and resulting impacts to nearby homeowners and users of the Greater Northern Veteran's Peace Park.

With the increase in train traffic that is anticipated over the next decade, and the increase in traffic we have observed in just the past few years, finding an executable solution to this issue seems to be in the best interests of all parties.

Thank you for considering our letter of interest. To discuss this project further, please contact myself directly at (406) 250-9301, or Chuck Stearns, City Manager, at (406) 862-2246.

Sincerely,

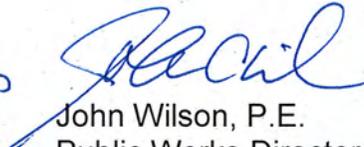
City of Whitefish



John Muhlfeld
Mayor



Chuck Stearns
City Manager



John Wilson, P.E.
Public Works Director

cc: Barbara Ranf
BNSF Government Affairs
800 North last Chance Gulch, Suite 101
Helena, Montana 59601

Whitefish City Council

John Wilson

From: Chuck Stearns <cstearns@cityofwhitefish.org>
Sent: Friday, June 21, 2013 9:56 AM
To: 'Ranf, Barbara A.'
Cc: 'John'; 'John Wilson'
Subject: Birch Point Quiet Zone Crossing
Attachments: Birch Point.Pages from 2011-03-21.packet. and 3-21 minutes.pdf

Barbara: (cc: Mayor Muhlfeld, John Wilson, Public Works Director)

Attached is our 2011 research, staff report with background materials, and City Council minutes from 2011 when we last did comprehensive research on the cost and cost sharing of a quiet zone crossing at Birch Point Drive. We talked about this information in our phone call this morning. If you can confirm BNSF's costs and cost sharing options for 2013 that would help us get started on formulating some concepts and options. Our cost estimate is on page 3 and the neighborhood of 44 properties north of the Birch Point crossing is shown in a map on page 4 of this packet.

Thanks.

Chuck Stearns
City Manager
City of Whitefish
P.O. Box 158
418 East 2nd Street
Whitefish, MT 59937-0158
Telephone - 406-863-2406
Fax - 406-863-2419
Cell -
cstearns@cityofwhitefish.org





March 15, 2011

Mayor Jenson and City Councilors
City of Whitefish
Whitefish, Montana

Mayor Jenson and Councilors

**Request for Direction to Staff Regarding
the Birch Point Railroad Crossing**

Introduction/History

Property owners in the Birch Point neighborhood have approached the City Council several times, requesting support and financial assistance to create a quiet zone at the Birch Point railroad crossing. This memo is to provide general cost information to help the Council consider their recent request to direct staff to proceed with an application to create a quiet zone.

Current Report

The attached spreadsheet was generated using cost estimates provided by BNSF to reconstruct the crossing surface and install new warning devices and gates. All labor, equipment and materials necessary to install the crossing surface and signal devices would be provided by BNSF. This is not negotiable. Costs for other improvements have been estimated by City staff and are described below.

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The warning devices and gates must be in place for the site to be considered for a quiet zone. BNSF provided the estimates in 2009 and recommended using 5 to 7% for an annual estimate of construction cost inflation. We have used 7% in our calculations.

The crossing surface covered in BNSF's cost estimates is the rubberized matt along either side of the tracks at the crossing. The roadway must also be widened to provide sufficient width for two way traffic and the centerline delineators extending 100 feet back from either side of the tracks. Our estimated cost for the road widening and centerline delineators are in addition to BNSF's cost estimates.

As Mr. Wise noted in his presentation to the City Council on March 7th, BNSF has pledged to absorb 20% of the cost for signal devices. They have not expressed any willingness to share costs associated with the new crossing surface, road widening or the centerline delineators.

The Montana Department of Transportation (MDT) has pledged to pay 50% of the remaining cost for signal devices. Similar to BSNF, they have not expressed any willingness to participate in other costs.

The attached spreadsheet provides a rough first estimate of costs necessary to create a quiet zone at Birch Point Drive, along with our general recommendation for the distribution of costs among the participating parties. The recommended City cost share is slightly higher than what we spent to install the centerline delineators and signage for each of the quiet zones at State Park Road and East Second Street.

The total preliminary cost estimate to create the Birch Point quiet zone, including construction cost estimates from BNSF and the City, plus the estimated cost to form a Special Improvement District (SID), is approximately \$377,500. We understand BNSF and MDT may absorb or pay approximately \$48,488 and \$96,977, respectively. We propose the City pay for centerline delineators and signage at a cost of approximately \$9,300 and that a Birch Point SID pay the remaining cost of approximately \$222,700.

Please bear in mind, these cost estimates and calculations are based on very preliminary information and do not include any consideration of staff time, which would be considerable. These estimates are certain to change and may even increase if the Council elects to proceed with this project.

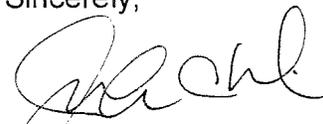
Financial Requirement

All costs paid by the City for the creation of a Birch Point quiet zone would be paid out of the Street Fund. Given the widespread needs for repairs and other improvements in the street fund, staff recommends the City's share of a new quiet zone be limited to an amount similar to what we spent on each of the existing quiet zones, or less than \$10,000.

Recommendation

We respectfully request the City Council consider this information, along with information provided by Mr. Wise at the March 7th City Council meeting, and direct staff as to how to proceed.

Sincerely,



John C. Wilson
Public Works Director

Proposed Birch Point Quiet Zone

Preliminary Cost Information

Prepared by the Whitefish Public Works Department
March 15, 2011

BNSF Construction

Birch Point Crossing Cost Est Prepared by BNSF Sept 2009

	2009 Dollars	2012 Dollars
Reconstruct crossing surface	62,607	76,696
New warning devices with gates	197,905	242,442
BNSF construction sub total (2009 dollars)	260,512	319,138

City of Whitefish Construction

Widen Birch Point Drive	20,000
Centerline Delineator	8,500
Signage	800
City construction sub total	29,300

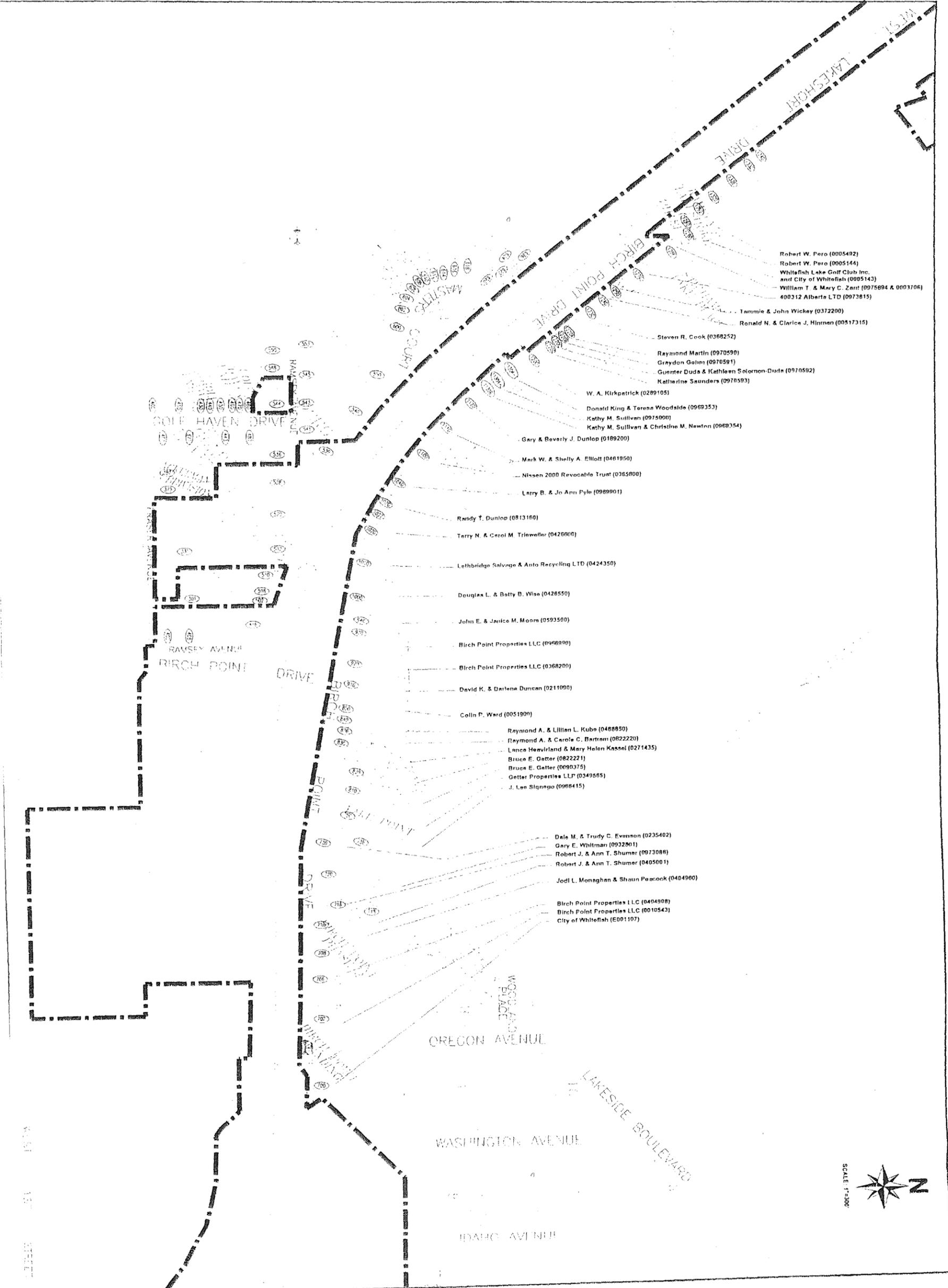
Summary of Cost Estimates

BNSF construction cost estimate	319,138
City construction cost estimate	29,300
Estimated SID costs	29,051
	377,489

Summary of Proposed Cost Distribution

BNSF	48,488
MDT	96,977
City	9,300.00
Birch Point SID	222,724
	377,489

Contributions			
BNSF	MDT	City	Neighborhood
20% of signal	40% of signal		
48,488	96,977		
			76,696 Reconstruct crossing surface
			96,977 New warning devices with gates
			173,673 Sub total
			20,000 Widen Birch Point Drive
			193,673 Sub total
			29,051 SID Costs @ 15%
			222,724 Neighborhood Total
Centerline Delineator		8,500	
Signage		800	
		9,300	
		City Total	



Robert W. Pero (0005492)
 Robert W. Pero (0005144)
 Whitefish Lake Golf Club Inc.
 and City of Whitefish (0005143)
 William T. & Mary C. Zant (0975694 & 0003706)
 400312 Alberta LTD (0973815)

Tammie & John Wickey (0372200)
 Ronald N. & Clarice J. Hinman (00517315)

Steven R. Cook (0368252)
 Raymond Martin (0970590)
 Graydon Galim (0970591)
 Guenter Duda & Kathleen Solomon-Duda (0970592)
 Katherine Saunders (0970593)

W. A. Kirkpatrick (0289105)
 Donald King & Teresa Woodside (0969353)
 Kathy M. Sullivan (0975000)
 Kathy M. Sullivan & Christine M. Newton (0969354)

Gary & Beverly J. Dunlop (0189200)
 Mark W. & Shelly A. Elliott (0461950)
 Nissen 2000 Revocable Trust (0365800)
 Larry B. & Jo Ann Pyle (0969901)

Rarity T. Dunlop (0813160)
 Terry N. & Carol M. Trieweller (0426600)
 Lethbridge Salvage & Auto Recycling LTD (0424350)

Douglas L. & Betty B. Wise (0426550)
 John E. & Janice M. Moore (0593500)

Birch Point Properties LLC (0968990)
 Birch Point Properties LLC (0368200)
 David K. & Darlene Duncan (0211090)

Collin P. Ward (0051909)
 Raymond A. & Lillian L. Kube (0488850)
 Raymond A. & Carole C. Bartram (0822220)
 Lance Heaviland & Mary Helen Kassel (0271435)
 Bruce E. Getter (0822221)
 Bruce E. Getter (0090375)
 Getter Properties LLP (0349565)
 J. Leo Siquero (0968415)

Dale M. & Trudy C. Evanson (0235402)
 Gary E. Whitman (0932901)
 Robert J. & Ann T. Shumer (0973086)
 Robert J. & Ann T. Shumer (0405001)
 Jodi L. Monaghan & Shaun Pencock (0404960)

Birch Point Properties LLC (0404908)
 Birch Point Properties LLC (0010543)
 City of Whitefish (E001107)



Problem:

- Have made several appearances in front of you lately to explain problem by members of the community
- issue with noise, number of trains, etc.

Establishment of two quiet zones but not Birch Point

- November 5, 2007, minutes (attached)
- Birch Point train detection equipment was not up to date. [still not up to date]
- Estimated cost at that time \$160,000 and "BNSF would expect the City to pay for those improvements."
- Resolution at that time was a motion that directed staff to proceed with the creation of a quiet zone at 2nd and State Park Road.

Leg work done recently

- David Blubhardt has spoken with BNSF and with the State of Montana [contacts attached]
- Each have agreed to contribute toward the cost of construction
- State of Montana has agreed with matching \$ with the city (attached)

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Plan

- Would like a motion to direct staff to proceed with an application to create a quiet zone at Birch Point
- Direct Staff to research all available sources of funding for this project
- Direct staff to further negotiate with State and BNSF to see if they will contribute more, then firm up their commitments in writing
- **Set aside the funds in 2012 budget**
- investigate possible SID for homeowners for part of the costs
- Possible mitigation: having public works department do part of construction since estimates are based on market costs.

Other

- Questions—how much did the RR put up for the arms at State park and 2nd ST.
 - will the county contribute
 - other Grants available
 - COST will only go up

Chief Building Official Virgil Bench said sometimes there are confusions about building permits. Whitefish offers building permits, but electrical, plumbing and mechanic permits are also required. They need to be funded independently and each is supported by its own documentation. They are not standing on their own financially now. They are no longer meeting expenses. The trend is for smaller homes and renovations so the City doesn't have the luxury of having building permit fees cover the lapses in other fees. As a consequence those programs can't rely on the building program to handle the funding. The prices they have proposed are not exorbitant. He said they try to keep their prices consistent with the State's fees so it is equal wherever any contractor works. He said he knows they will gain on some projects and lose on others but it is equitable overall.

Councilor Mitchell said he was confused about page 68 and asked if he could omit the word "proposed" and Manager Stearns said the confusion is from the formatting from the email – on each line the word "proposed" should be on the left side of the page to read "proposed increase." Councilor Mitchell said he is a budget person and they aren't making their budget. Any increase when building is slow is hard to justify. They are trying to get people to build and if they increase fees then it will discourage building. Virgil Bench agreed that this will add money, but he would counter that they need to go forward with this for Code safety. He said they haven't raised these fees for 18 years. The cost for books is \$200 each and yearly training is \$1,000-1,200 per training. They are offering builders the latest technology put together by the best and the brightest in their field. He is sensitive to the concerns about raising the fees, but he needs it to meet their budget or they'll be in the red. Councilor Hyatt said in the past they had fees to 300 amps and above, but he wondered what their cost is up to 200 amps. He wondered what their true cost was. He wondered about the proportional increases. Virgil Bench said in the old days an average home had 200 amps. In Whitefish there are many large projects and technology has changed. Entry level homes have video centers or communications centers or home offices. The power company delivers 200 amps with one box. The bigger homes require more amps and more wattage. They range from 200 amps and 20 wires to three panels—so it is like looking at 2-3 homes worth of power in one home. Now they have a lot more work because there is a lot more equipment on the building. Councilor Kahle said he was concerned that the fees reflect the costs and he appreciated the clarification by Virgil Bench. Councilor Friel said he laments that they haven't done incremental bumps from 1992. The argument is not to increase costs in a down economy, but with this incremental increase they are barely offsetting their own cost.

Councilor Friel offered a motion, seconded by Councilor Kahle, to approve Resolution No. 11-17; Approving an increase in Electrical, Mechanical, and Plumbing permit fees by the City Planning and Building Department The motion passed unanimously.

Deputy Mayor Muhlfeld called a 5-minute recess at 9:45 p.m.

8. COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR

8a. Discussion of costs and financing options for a Birch Point Quiet Zone Railroad Crossing (p. 70)

Public Works Director Wilson said this is to provide general cost information to help the Council address concerns for a quiet zone at Birch Point. The total preliminary cost estimate to create the Birch Point quiet zone, including construction cost estimates from BNSF and the City, plus the estimated cost

to form a Special Improvement District (SID), is approximately \$377,500. Costs include new signal arms, a new crossing surface, creating an SID and widening the road. Staff understands that BNSF and MDT may absorb or pay approximately \$48,488 and \$96,977, respectively, and proposes the City pay for centerline delineators and signage at a cost of approximately \$9,300 and that a Birch Point SID pay the remaining cost of approximately \$222,700. The proposed cost distribution includes \$48,488 by BNSF which is 20% of the signal. MDT has proposed paying up to 50% of the remainder of the signal arms and controls which is \$96,977. Director Wilson proposed that the City pay \$9,300 for this project because that is similar to what they spent on the Second Street crossing. The remaining cost would be an SID of approximately \$222,700. He has talked to BNSF, but negotiations take a long time. He talked with John Olshoff on the 50% of the remainder, but they haven't talked about other grants. He said the bottom line is that there is a large cost to be born. It would take staff a fair amount of time to address this issue and they are busy with the downtown reconstruction and the Geddes project. He said Mr. Wise is in the audience if they have questions.

Councilor Hyatt thanked Director Wilson for the report. They've heard from a lot of Birch Point residents. He would like to see Director Wilson start negotiations with BNSF and look for more funding resources. He was glad to see that the Birch Point neighborhood would be willing to pay a portion of the cost with a SID. He learned that there is an easement that went from Birch Point Drive to West Lakeshore and he said they might want to look at opening that up in the long run. Councilor Askew asked Doug Wise about the SID and Doug Wise, 1000 Birch Point, said they didn't expect to have to make a 60% commitment compared to the City's commitment of 3%. He said the neighbors have gone as far as they can go with BNSF and MDT and they feel the City has the leverage to negotiate with BNSF and MDT. If they were going to spend \$300-400,000 to buy a house or car they would negotiate and they need to do it with this project, too. The research of the grants is important and the City has the leverage to do that research. He said safety is a huge issue. The Veteran's Memorial Park is right there. The usage has dramatically increased and the park is very close to the tracks. He said BNSF gave that land to Ryan Zinke for the park and he knows they'd be concerned about the safety issue.

Councilor Mitchell said the City spent \$7,500 on other crossings so he couldn't support spending more than the \$9,600. He said he agrees that the City can negotiate. He said he thought the SID cost would be about \$5000 per property. Mr. Wise said he thought properties above theirs would also want to contribute to the quiet zone. Councilor Mitchell said it is hard to find grants or do research when staff is already busy. This would be out of Public Work's normal grant writing. Director Wilson said BNSF said all the grant money goes through MDT but he wasn't able to confirm that today. He thanked Mr. Wise for his comments. Councilor Mitchell said there is no through way through to West Lakeshore. Mr. Wise said Ryan Zinke felt he could get a right-of-way to go through the property for emergency travel.

Manager Stearns said Director Wilson has proposed a potential SID and if you took the SID costs out it would get it down to \$4,400 per property. An SID takes a fair amount of time to create and process. If the City or neighbors worked to raise \$4,400 per property and if they went to the properties up above then they might get it down to \$3,000-4,000 per lot without the SID management costs. He said that would be the fastest mechanism to get this done. The disadvantage of that is that one or two people could say they don't want to participate. An SID is compulsory participation so there are no free rides. This discussion has been ongoing for years. He said the neighborhood may want to take the lead and do most of the work themselves. Councilor Hyatt said the neighborhood is willing to put skin in

the game but not their whole body. He suggested they look at the possibility of grant money. Director Wilson asked what they see as budget funding for this—there is no money in the street fund without taking from other projects. Councilor Askew said he thinks Birch Grove doesn't want to pay this much and he might propose other options, like going to the bank. He doesn't think they want to wait two years. Councilor Mitchell asked if Director Wilson could meet with BNSF and Doug Wise together. Director Wilson said he'd want to take it up with Manager Stearns—he doesn't profess to be the City's negotiator. Councilor Mitchell said he'd like to see the City help the neighborhood. Councilor Friel thinks Mr. Wise and the neighborhood folks should hear that the City supports their efforts. He thinks a play on safety is an important angle. He asked if Mr. Wise could use his leverage to negotiate with the neighbors.

9. COMMUNICATIONS FROM CITY MANAGER

9a. Written report enclosed with the packet. Questions from Mayor or Council? (p. 80)

Councilor Mitchell said they keep hearing that Whitefish is the fastest growing City in Montana, but Kalispell and Columbia Falls both grew faster. The population is about 6,300. He addressed parking on Fourth Street. The Whitefish Credit Union still wants parking on their side of Fourth Street.

Councilor Askew commented on Whitefish's growth. He said the problem/opportunity Whitefish has is that they have a lot of people who live here part time, but pay their income taxes elsewhere.

9b. Other items arising between March 16th and March 21st – None.

9c. Resolution No. 11-18; A Resolution approving The Whitefish Business Rehabilitation Loan Program as an eligible Urban Renewal Project for the use of Tax Increment Funds under state law and the City of Whitefish Urban Renewal Plan (p. 86)

Manager Stearns said this was covered in a work session a few weeks ago. He said he met with Mayor Jenson and SueAnn Grogan and Finance Director Knapp to set guidelines. They believe they are ready to move forward with this. Councilor Mitchell said he didn't see that there was a maximum dollar amount and Manager Stearns said the brochure is Exhibit A and it lists the loan maximums and terms. Councilor Mitchell said they need a top dollar amount, but Manager Stearns said it can be covered in their budget or they could add to the resolution in Section 2. Councilor Hyatt asked about the commission base and Manager Stearns said that is a contract the City Manager will handle. Councilor Askew asked if they came up with a "maximum amount not to exceed" and Manager Stearns said they built the budget for \$300,000, but they could limit it to \$100,000. Councilor Friel said it makes sense to budget it for \$300,000 and cut if they need to during budget time. Manager Stearns said it is TIF funding so there is flexibility; the Council could add something like: "the use of TIF funds up to \$300,000." Deputy Mayor Muhlfeld said he was comfortable with setting the budget for it at \$300,000; and Councilor Mitchell agreed he was fine with that.

Councilor Friel offered a motion, seconded by Councilor Kahle, to adopt Resolution No. 11-18; A Resolution approving The Whitefish Business Rehabilitation Loan Program as an

The amendment passed unanimously.

Councilor Woodruff said the entitlements map is not updated and wondered if it would be in the final version. Director Taylor said they can update the maps to the latest number and Councilor Woodruff said it would be important. Horne said it will have to be updated to the September 20th text.

Councilor Metzmaker offered a text correction, stating that in the Natural Resources, Page 8, second paragraph, fourth line, and in the Community Facilities Development, Page 8, #2; should read Whitefish County Water and Sewer District.

Councilor Metzmaker offered an amendment, seconded by Councilor Phillips-Sullivan, in Economic Development, Page 9, second paragraph to add an additional sentence stating, "Building height and massing in the downtown areas shall be consistent with existing buildings.", as recommended in the report from Crandall/Arambula.

Councilor Palmer said they already have something in the ARC standards and they need more thought before making this motion. He said on Baker or Spokane Avenue the City might want four story buildings so he could support it if they limited it to Central Avenue. He couldn't support the amendment as stated. Councilor Phillips-Sullivan said this addressed just the commercial area and Councilor Palmer said the commercial area is much larger than just Central Avenue. He didn't think it was wise to rush into this without some serious thought. He thought they should judge each property on its own merit. Councilor Metzmaker disagreed. She said this is a sensitive issue and they need the Growth Policy to be consistent.

The amendment passed 4-2 with Councilors Jacobson and Palmer voting in opposition.

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Consultant Horne said the statement needs to be put in a different section of the Growth Policy because it applies to economic development, but he will include it.

Councilor Metzmaker asked if they need to define residents as people who live here full time. Consultant Horne said they didn't need to define residents or how long they have to live in their homes. Councilor Phillips-Sullivan had questions on page 24 of 31 under Community Facilities regarding park lands and Consultant Horne said there are new State laws and they can now require park lands for developments with five acres or more.

The original motion, with seven amendments, a map change and updated entitlements, passed unanimously.

7. COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR

7a. Recommendation to create quiet zones at railroad crossings.

Public Works Director Wilson said the Public Works Department was first approached with citizen concerns about disturbance from loud locomotive horns at the State Park Road crossing 2 or 3 years ago. The interested parties provided staff with basic information from the Federal Railway Administration (FRA) about quiet zones. A quiet zone is a section of rail line where a locomotive horn is not typically sounded. To be so designated, a section of line must meet certain criteria and be recognized as free of significant safety risks. In the context of at grade crossings, this generally means the risk of collisions between locomotives and vehicles must be significantly reduced or eliminated.

The subject of quiet zones was raised again in negotiations with developers of the Arrowhead Ranch subdivision at the intersection of East Edgewood Drive and Second Street. The project received preliminary plat approval prior to adoption of Ordinance 06-08 and the lot configuration encroached on wetland areas and the edges of an intermittent stream. We met with the developer and found he was agreeable to new lot lines with substantial setbacks, even though the new configuration would result in the loss of 2 or 3 lots. In exchange, City staff agreed to pursue the creation of a quiet zone at the railroad crossing adjacent to the subdivision. Since that time, residents near the State Park Road crossing have renewed their request and existing residents near the 2nd Street crossing have asked for help, as well. These new requests were driven by changes in requirements and practices in the use of locomotive horns. New rules issued by the FRA in April 2005 require horns to be sounded for 15 to 20 seconds at decibel levels of 96 to 110 dB. This substantial increase in duration and noise level has caused disruption and concern for many property owners. Along with longer and louder horn blasts, the 2005 FRA regulations also established a process whereby the public authority with jurisdiction for the roadway at the crossing may establish a quiet zone. In the case of the 2nd Street and State Park Road crossings, the City of Whitefish is that public authority.

The Public Works Department contracted with Railroad Controls Limited to prepare a Quiet Zone Evaluation in October 2006. The essential result of that evaluation was a recommendation that the physical conditions necessary to establish quiet zones could be accomplished at the 2nd Street and State Park Road crossings simply by installing channelization devices, or medians, for a short distance either side of the crossing. This would inhibit motorists from driving around the protective crossing arm and into the path of oncoming locomotives. The cost of construction was estimated at \$11,000 for each crossing.

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Although we haven't received any requests for a quiet zone at Birch Point, this crossing was evaluated along with the others but without encouraging results. While the 2nd Street and State Park Road crossings are equipped with up to date train detection equipment, Birch Point is not. This equipment would need to be upgraded at a cost of about \$160,000 and BNSF would expect the City to pay for those improvements. Given the lack of requests and high cost, staff does not recommend consideration of a quiet zone for the Birch Point crossing at this time.

If so directed by the City Council, our next step would be to submit a quiet zone application to the FRA. We expect that would be followed by meetings and negotiations between the FRA, BNSF, MDT and the City. In terms of application and permitting, we expect the total cost would be less than \$1000 plus staff time. The estimated cost of permitting and construction for these two quiet zones is approximately \$23,000. We propose this amount be split between the Street and Stormwater Funds, given that a substantial driving force behind the 2nd Street crossing was negotiations with the Arrowhead Ranch project to preserve an intermittent stream and wetlands.

Councilor Palmer asked and Director Wilson said the channelization system has been proven to work. Councilor Metzmaker asked and Director Wilson said they don't have to design for something for bikes or pedestrians if there are no pedestrian facilities.

Phil Mitchell said he lives out by the State Park and the increase in numbers of trains and the longer horn time has become an issue.

November 5, 2007

Councilor Palmer offered a motion, seconded by Councilor Phillips-Sullivan, to direct staff to proceed with the creation of quiet zones at the 2nd Street and State Park Road railroad crossings.

Councilor Woodruff wondered why part of this was coming out of the Stormwater Fund and Director Wilson said much of the impetus for a quiet zone at the 2nd Street crossing came out of negotiations with the developer of the adjacent Arrowhead Ranch subdivision. In return for the developer's voluntary reconfiguration of lots to preserve wetlands and riparian areas, at the loss of 3 lots, the Public Works staff had agreed to pursue the creation of a quiet zone. Given that the benefit of these negotiations was to wetland preservation and the Street Fund is short of cash, he sees a reasonable justification to use Stormwater funds for this purpose.

The motion passed unanimously.

Councilor Palmer asked if the Birch Point have been notified and Director Wilson said staff could communicate with them about the current situation.

7b. Recommendation to proceed with design of the Rocksund Monegan Trail.

Public Works Director Wilson said the City Council held a public hearing on the design for upcoming trail projects at their regular meeting on January 16, 2007. One point of discussion was the option to decrease the quantity of retaining walls along the Rocksund Monegan Trail in order to reduce costs. The retaining walls were a huge cost factor so they sat down with the consultants and looked for practical ways to reduce the costs. He showed two drawings to illustrate the effect of tree removal and grading in lieu of retaining walls at 2 key points along a 1000 foot section of the Rocksund Monegan Trail. Although numerous trees would be removed to enable grading, a 40 to 80 foot buffer of trees and low woody vegetation would remain to protect the river. Temporary silt fencing and revegetation of disturbed areas would combine with the natural buffer to prevent degradation of water quality.

-77-

Along the proposed trail below Riverside at Whitefish hundreds of feet of retaining wall could be installed at great expense or staff could design for cut and fill slopes instead. Although this project is years away, a savings of \$200,000 to \$300,000 may be possible. Staff feels the choices made on the Rocksund Monegan Trail may have substantial impacts on the cost for other projects in the future.

Director Wilson said the Trail Advisory Committee supports this idea. Councilor Metzmaker asked if the Tree Committee would be involved in this process. Director Wilson said he would inform the Tree Committee and he would like to involve them on the re-vegetation portion of the process. Councilor Muhlfeld asked and Director Wilson said there is about 300 to 400 feet of retaining wall they could potentially eliminate. The design consultant estimates the City can save approximately \$150,000 by regrading slopes in certain areas in lieu of retaining walls. Councilor Muhlfeld asked and Director Wilson said they have a certain amount of grant money, but they will continue to pursue grants. He said \$1.4 million will be needed to build the Wisconsin Avenue trail. Councilor Muhlfeld said he doesn't want the public to think the City is not being held to the same standards as private developers. Director Wilson said they are doing it for the whole community which should be weighed in at the Reasonable Use Exemption process. Councilor Muhlfeld said if they are going to promote engineered options then they need to be sure they work. Councilor Palmer asked if there were plans for remediation on the existing bike trails that are problematic. Director Wilson said they have grant money for new trails but not a whole lot for maintenance. The Parks Department needs funds to maintain the trails. Councilor Phillips-Sullivan said the Weed Committee has said this is a good time for the Public Works Department

(#1)

Met w/ (3) TIMES. FLOW IN
FROM SEATTLE TO DISCUSS
XING of CITY of WHITEFISH 4M2

LOCAL Guy, MET w/ 2 TIMES
TO DISCUSS PROBLEM.

(#1)

(#2)

(#1)

Todd M. Kuhn, PE
Manager Public Projects

Lane R. Ross
Trainmaster



BNSF Railway Company
2454 Occidental Avenue South
Suite 1A
Seattle, WA 98134
206-625-6146 Office
303-319-0542 Cell
206-625-6115 Fax
todd.kuhn@bnsf.com



BNSF Railway Company
500 Depot Street
Whitefish, MT 59937
406-863-0232 Office
406-250-1048 Cell
406-752-1476 Home
lane.ross@bnsf.com

MARCUS T. McINTYRE:
206-625-6413

POUG SCHUCK

Randy J. Wolff
Road Foreman of Engines

JOHN C. WILSON, P.E.

PUBLIC WORKS DIRECTOR
CITY ENGINEER

SHERRI



418 E. 2nd Street
P.O. Box 158
Whitefish, MT 59937

(406) 863-2460
jwilson@cityofwhitefish.org
Fax (406) 863-2419

BNSF Railway Company
500 Depot Street
Whitefish, MT 59937
406-863-0255 Office
406-253-5682 Cell
406-755-1103 Home
randy.wolff@bnsf.com

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LOCAL Guy, MET WITH HIM TO
DISCUSS PROBLEM



Montana Department of Transportation

John W. Althof
Highway-Rail Safety Manager
Traffic & Safety Bureau

Office: (406) 444-7247
Fax: (406) 444-0807
TTY: (800) 335-7592
E-mail: jalthof@mt.gov

2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001
www.mdt.mt.gov

SHERRI L. BACCARO

ASSISTANT TO THE
PUBLIC WORKS DIRECTOR



418 E. 2nd Street
P.O. Box 158
Whitefish, MT 59937

(406) 863-2460
publicworks@cityofwhitefish.org
Fax (406) 863-2419

* THIS IS WHILE you SHOWED
POUCHED CONFIDENT. JAMES B
HAVE MET AT LEAST 3 TIMES
TO DISCUSS PROBLEM.

David Blumhardt

From: Althof, John [jalthof@mt.gov]
Sent: Thursday, May 13, 2010 10:11 AM
To: 'David Blumhardt'
Cc: Williams, Duane; Moeller, Doug
Subject: Birch Point - Railroad Crossing US DOT# 059255N
Attachments: Picture (Device Independent Bitmap) 1.jpg

Mr. Blumhardt,

Sorry I haven't been able to get back with you sooner. I have looked at the Section 130 funds and currently all funding is obligated to other higher priority projects at this time. This doesn't mean that in the future we won't be looking at this crossing, as priorities change.

However, there still is the availability of the 50/50 program where a project could be initiated. Typically the MDT reserves the 50/50 program for new signal installs, but MDT is willing to provide this if the City of Whitefish is interested in pursuing this avenue. As I discussed in our meeting, this is where the City of Whitefish could request the use of the 50/50 program. However, the City of Whitefish would have to provide 50% of the funds and MDT would then provide the remaining 50%. This would only include the signal portion of this project, not any additional requirements that fall under the Federal Railroad Administration Quiet Zone rule.

If you have any further questions please feel free to contact me. Thanks.

John W. Althof
Rail/Highway Safety Manager
Montana Department of Transportation
Traffic & Safety Bureau
Office: (406) 444-7247
Fax: (406) 444-0807

-79-

RAIL/ROAD
CROSSING

Look, Listen & Live

756-8720

John Wilson

From: Sanchez, Jason L [Jason.Sanchez@BNSF.com]
Sent: Thursday, June 05, 2014 12:43 PM
To: Chuck Stearns
Cc: 'John Wilson'; 'John Muhlfeld'; 'Doug Wise'
Subject: RE: Follow-up on Birch Point Crossing in Whitefish - cost estimate to upgrade to quiet zone crossing
Attachments: Birch Point Dr SIGNAL estimate 059255N.pdf; Birch Point Dr TRACK 059255N.pdf; GC-EXHIBITS.PDF

Greetings Chuck,

Attached are updated signal and track estimates for the proposed work required for the QZ at Birch Point Drive (059255N) in Whitefish, MT. The track portion of the estimate is \$71,822 and the signal portion is \$505,003. I understand the signal portion is significantly higher than what was previously communicated to the City. The reason for this increase is our standards have changed since the original estimate was generated and now additional equipment is needed along with more labor to install it.

Also attached are examples for QZ's with pedestrian crossings. In looking at my notes, I agreed to supply some examples. The attached file has several examples that I hope you all find useful.

Please let me know if you have any other questions.

Jason L. Sanchez
BNSF Railway
Manager Public Projects
740 E. Carnegie Drive
San Bernardino, CA 92408
909-386-4474
Jason.Sanchez@bnsf.com

From: Chuck Stearns [<mailto:cstearns@cityofwhitefish.org>]
Sent: Thursday, June 05, 2014 9:49 AM
To: Sanchez, Jason L
Cc: 'John Wilson'; 'John Muhlfeld'; 'Doug Wise'
Subject: Follow-up on Birch Point Crossing in Whitefish - cost estimate to upgrade to quiet zone crossing

Mr. Sanchez: (cc: Mayor Muhlfeld, John Wilson – Public Works Director, Doug Wise)

Following up on our April 3rd meeting regarding the Birch Point Drive crossing here in Whitefish, I was wondering you had been able to update the cost estimate and design for a proposed railroad crossing which would allow a quiet zone to be established at Birch Point Drive. We would like to keep moving with that project. Please let me know. Thank you.

Chuck Stearns
City Manager
City of Whitefish
P.O. Box 158
418 E. 2nd Street

PROJECT SUBTOTAL	64,731
CONTINGENCIES	6,379
BILL PREPARATION FEE	712
	<hr/>
GROSS PROJECT COST	71,822
LESS COST PAID BY BNSF	0
	<hr/>
TOTAL BILLABLE COST	71,822

X-REMOTE HSE-900 ESSR RADIO COMPLETE	1.0 EA	2,500	
X-REMOTE HSE-BATTERY	1.0 LS	5,720	
X-REMOTE HSE-BUNGALOW 6X6	1.0 EA	8,612	
X-REMOTE HSE-BUNGALOW MATERIAL	1.0 LS	5,436	
X-REMOTE HSE-CABLE	1.0 LS	5,930	
X-REMOTE HSE-CHARGER	1.0 LS	1,050	
X-REMOTE HSE-CONSTANT WARNING	1.0 EA	29,649	
X-REMOTE HSE-CONVERTER, 10-10	1.0 EA	198	
X-REMOTE HSE-FIELD MATERIAL	1.0 LS	4,486	
X-REMOTE HSE-GENERATOR, ACG-3	1.0 EA	333	
X-REMOTE HSE-INDUCTOR, DUMMY LOAD	1.0 EA	491	
X-REMOTE HSE-MISC RADIO EQUIPMENT	1.0 LS	14,981	
X-REMOTE HSE-MODULE,AX	1.0 EA	1,415	
X-REMOTE HSE-RELAY,DAX	1.0 EA	700	
X-REMOTE HSE-SHUNT, NBS	2.0 EA	1,890	
X-REMOTE HSE-SPARE 900 ESSR RADIO COMPLETE	1.0 EA	2,500	
X-REMOTE HSE-SPARE MISC RADIO EQUIPMENT	1.0 LS	14,981	
X-REMOTE HSE-SPARE WAG COMPLETE	1.0 EA	1,300	
X-REMOTE HSE-WAG COMPLETE	1.0 EA	1,300	
MATERIAL HANDLING		7,369	
OFFLINE TRANSPORTATION		3,381	
		<hr/>	
TOTAL MATERIAL COST		281,218	281,218

OTHER			

AC POWER SERVICE	2.0 EA	10,000	
CONTRACT ENGR.	1.0 EA N	10,000	
DIRECTIONAL BORE	300.0 FT N	15,000	
FILL DIRT	20.0 CY N	500	
SURFACE ROCK	20.0 CY N	1,000	
		<hr/>	
TOTAL OTHER ITEMS COST		36,500	36,500
PROJECT SUBTOTAL			454,548
CONTINGENCIES			45,454
BILL PREPARATION FEE			5,001
			<hr/>
GROSS PROJECT COST			505,003
LESS COST PAID BY BNSF			0
			<hr/>
TOTAL BILLABLE COST			505,003

Cost estimate for road widening and median improvements

**Engineers Opinion of Probable Cost
BIRCH POINT QUIET ZONE
Revised 12/3/14 by BMT**



Robert Peccia & Associates, Inc.
825 Custer Avenue * Helena * Montana * (406) 447-5000
102 Cooperative Way, Suite 300 * Kalispell * Montana * (406) 752-5025

Item No.	Quantity	Unit	Unit Description	Project Estimate	
				Unit Price (Figures)	Total Price (Figures)
Estimated Construction Costs					
1	0.4	ACRE	Site Preparation	\$12,000.00	\$4,800.00
2	1	LS	Excavation and Embankment	\$10,000.00	\$10,000.00
3	50	CY	Sub-Excavation and Stabilization	\$35.00	\$1,750.00
4	1,040	SY	Stabilization Fabric	\$1.15	\$1,196.00
5	465	CY	Crushed Base Course - 3/4" Minus	\$34.00	\$15,810.00
6	0.2	TON	Asphalt Tack Coat (Undiluted, SS-1)	\$2,000.00	\$400.00
7	250	TON	Asphalt Concrete Pavement	\$90.00	\$22,500.00
8	410	LF	Concrete Median Curb	\$25.00	\$10,250.00
9	90	SY	Concrete Median Cap	\$50.00	\$4,500.00
10	4	EA	New Sign	\$400.00	\$1,600.00
11	24	EA	New Delineator	\$300.00	\$7,200.00
12	50	LF	Epoxy Striping - 8" Solid	\$3.00	\$150.00
13	72	LF	Epoxy Striping - 24" Solid	\$6.00	\$432.00
14	1	LS	Epoxy Striping - Words, Symbols and Median Curb Paint	\$1,000.00	\$1,000.00
15	1	LS	Construction Staking	\$2,400.00	\$2,400.00
16	1	LS	Traffic Control	\$4,100.00	\$4,100.00
17	1	LS	Mobilization, Bonding and Submittals (5% Max)	\$4,100.00	\$4,100.00
18	1	LS	Contingency (25%)	\$23,000.00	\$23,000.00
Estimated Engineering Costs					
1	1	LS	Design (15%)	\$17,300.00	\$17,300.00
2	1	LS	Coordinations with BNSF (10%)	\$11,500.00	\$11,500.00
3	1	LS	Construction Administration (10%)	\$11,500.00	\$11,500.00
TOTAL (ROUNDED):					\$155,000.00

From: Althof, John
To: "David Blumhardt"
Cc: "Doug Hickok"; "Sean Frampton"; Williams, Duane; Moeller, Doug; "jwilson@cityofwhitefish.org"; "Kuhn, Todd M"
Subject: RE: Birch Point - Railroad Crossing US DOT# 059255N
Date: Wednesday, September 01, 2010 3:10:53 PM

Mr. Blumhardt,

I see that you found the previous e-mail that I had sent. As stated previously, MDT has the 50/50 policy if the City of Whitefish is interested in utilizing this program. MDT would need a letter from the City of Whitefish indicating that it would like to initiate a program under this policy. If BNSF is agreeable to participating %20, then MDT would fund 50% of the remaining 80% of the cost of the signal upgrade, this cost would not include the installation of 4 quadrant gates. This participation does not include any road work, crossing surface work, flagging, Insurance, traffic control, or additional requirements under the Federal Railroad Administration's Quiet Zone rule.

If you need additional information please let me know. Thanks.

From: David Blumhardt [mailto:dblum@publicrealtycapital.com]
Sent: Thursday, August 26, 2010 2:31 PM
To: Althof, John
Cc: 'Doug Hickok'; 'Sean Frampton'
Subject: RE: Birch Point - Railroad Crossing US DOT# 059255N

John:

Thanks for your time yesterday discussing the State's assistance to make Birch Point a quiet zone. Your follow-up information involving specific dollar amounts based on the BNSF engineering report is needed as soon as possible as we are attempting to get this to the City soon. Again, thanks in advance.

David Blumhardt
Public Realty Capital
17480 Dallas Parkway
Suite 107
Dallas, Texas 75287
Tel: 972-733-3334
Fax: 972-733-3398
dblum@publicrealtycapital.com
www.publicrealtycapital.com

From: Althof, John [mailto:jalthof@mt.gov]
Sent: Thursday, May 13, 2010 10:11 AM
To: 'David Blumhardt'
Cc: Williams, Duane; Moeller, Doug
Subject: Birch Point - Railroad Crossing US DOT# 059255N

Mr. Blumhardt,

Sorry I haven't been able to get back with you sooner. I have looked at the Section 130 funds and currently all funding is obligated to other higher priority projects at this time. This doesn't mean that in the future we won't be looking at this crossing, as priorities change.

However, there still is the availability of the 50/50 program where a project could be initiated. Typically the MDT reserves the 50/50 program for new signal installs, but MDT is willing to provide this if the City of Whitefish is interested in pursuing this avenue. As I discussed in our meeting, this is where the City of Whitefish could request the use of the 50/50 program. However, the City of Whitefish would have to provide 50% of the funds and MDT would then provide the remaining 50%. This would only include the signal portion of this project, not any additional requirements that fall under the Federal Railroad Administration Quiet Zone rule.

If you have any further questions please feel free to contact me. Thanks.

John W. Althof
Rail/Highway Safety Manager
Montana Department of Transportation
Traffic & Safety Bureau
Office: (406) 444-7247
Fax: (406) 444-0807



Look, Listen & Live

Birch Point Quiet Zone
Preliminary Cost Information
December 12, 2014

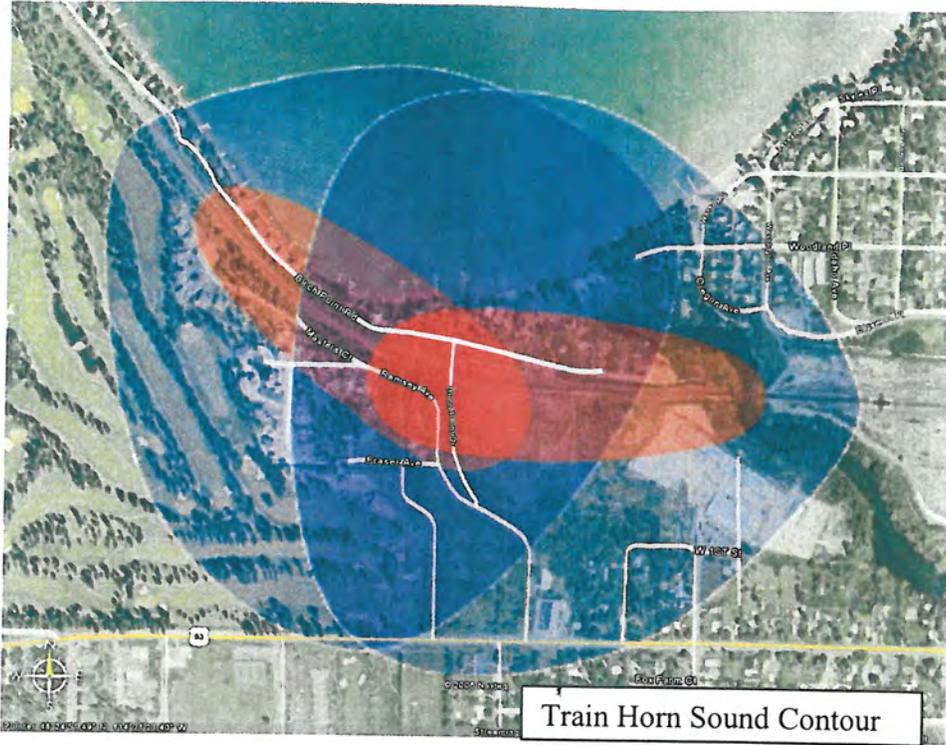
BNSF Design and Construction	
Estimate Prepared by BNSF June 2014	
New Signals and related equipment	505,003
Reconstruct crossing surface	71,822

City of Whitefish Design and Construction	
Estimate Prepared by City December 2014	
Widen Roadway and Install Median	155,000

Estimated Design and Construction Sub-Total	731,825
SID Costs	64,323
Total Estimated Project Cost	796,148

Proposed Cost Distribution		
BNSF	MDT	SID and City
20% of signal	40% of signal	40% of Signal + Crossing and Road Improvements + Sid Costs
101,001	202,001	202,001 New Signals
		<u>71,822</u> Crossing surface
		273,823 Sub-Total
		<u>155,000</u> Widen Roadway and Install Median
		428,823 Sub-Total
		<u>64,323</u> SID Costs @ 15%
		493,147 SID and City Share

Summary	
BNSF Share	101,001
MDT Share	202,001
SID and City Share	493,147
	\$ 796,148



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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 **Tuesday**, January 20, 2015, at **7:10 p.m.** at City Hall, 402 East Second Street.

Ordinance numbers start with 15-02. Resolution numbers start with 15-02.

- 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 January 5, 2015 Council regular session (p. 42)
 - b) Ordinance No. 15-01; 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 (Second Reading) (p. 47)
 - c) Ordinance No. 15-____; An Ordinance amending Whitefish City Code Title 2, Chapter 3, as it pertains to members of the Board of Adjustment to remove residence in the extraterritorial jurisdiction as a requirement (First Reading) (p. 50)
- 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) Consideration of various design options and alternatives for the future City Hall/Parking Structure
 - i) Presentation by Mosaic Architecture (p. 53)
 - ii) City Manager discussion of history of square footage requirements and future City Hall square footage options (p. 148)
 - iii) Future City Hall Steering Committee Recommendations (p. 97)
 - iv) Public Hearing (p. 149)
 - v) Discussion and direction from City Council

8) COMMUNICATIONS FROM CITY MANAGER

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 152)
- b) Other items arising between January 14th and January 20th
- c) Consideration of selecting Martel Construction as the General Contractor/Construction Manager for the future City Hall/Parking Structure project and authorize the City Manager to enter into negotiations with Martel Construction for a contract to be presented for future City Council approval (p. 170)
- d) Resolution No. 15-___; A Resolution authorizing participation in The Board Of Investments of the State Of Montana Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (InterCap Revolving Program), approving the form and terms of the Loan Agreement and authorizing the execution and delivery of documents related thereto (Water Tender Truck) (p. 194)

9) COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

- a) Letter from Whitefish County Water District regarding funding assistance to complete Preliminary Engineering Report for Lazy Bay neighborhood septic leachate and treatment options (p. 236)
- b) Letter from Christian Rasch regarding a Non-Discrimination Ordinance (p. 242)
- c) Notice sent from Montana Fish and Wildlife Commission regarding Administrative Rule revision for changes to the Whitefish River regulations (p. 243)
- d) Select elected official(s) to serve on selection committee for Owner's Representative for the City Hall/Parking Structure construction project

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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January 14, 2014

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

Mayor Muhlfeld and City Councilors:

Tuesday, January 20, 2015 City Council Agenda Report

There will be a work session on Monday at 5:00 p.m. for an Executive Session on a personnel matter and at 6:00 p.m. on the options and costs for a possible quiet zone at Birch Point Drive. 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)

- a) Minutes from the January 5, 2015 Council regular session (p. 42)
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- c) Ordinance No. 15-____; An Ordinance amending Whitefish City Code Title 2, Chapter 3, as it pertains to members of the Board of Adjustment to remove residence in the extraterritorial jurisdiction as a requirement (First Reading) (p. 50)

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

Item a is an administrative matter; item b is a quasi-judicial matter; item c is a legislative matter.

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

- a) Consideration of various design options and alternatives for the future City Hall/Parking Structure
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 - iii) Future City Hall Steering Committee Recommendations (p. 97)
 - iv) Public Hearing (p. 149)
 - v) Discussion and direction from City Council

There are a lot of background materials, several iterations of design drawings, Future City Hall Steering Committee reports and comments in the packet. Mosaic Architecture would like some direction and decisions from the City Council on narrowing down the design options. As we have not had a formal public hearing on the future City Hall/Parking Structure design yet, I felt we should hold a public hearing on the topic.

COMMUNICATIONS FROM CITY MANAGER

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 152)
- b) Other items arising between January 14th and January 20th
- c) Consideration of selecting Martel Construction as the General Contractor/Construction Manager for the future City Hall/Parking Structure project and authorize the City Manager to enter into negotiations with Martel Construction for a contract to be presented for future City Council approval (p. 170)

On November 3, 2014, the City Council approved using the Construction Manager At Risk method of bidding for the construction of the future City Hall and Parking Structure. Below is some background on that method of bidding and construction.

For the construction of municipal buildings and infrastructure projects, cities have long used and often been required to use what is called the “Design-Bid-Build” method. This method is where the city uses a Request for Qualifications (RFQ) or Request For Proposals (RFP) to select an architect or engineer (depending on type of project), the architect/engineer then designs the project and uses recent bidding information or standards to estimate cost, and finally the project is bid out and awarded to the lowest responsible bidder.

Because of some of the problems inherent in such methods (disagreements between architect and contractor and building owner, not using contractor knowledge and expertise in designing the building, increasing number of change orders, etc.), the private construction world and later the public construction world started considering and often using either “Design-Build” or “Construction Manager At Risk” methods of competitive selection and construction of projects in a number of situations.

Based on our scoring of each firm according to the criteria in the RFQ/RFP, the above rankings result in the selection committee's recommendation that the City Council select Martel Construction as the General Contractor/Construction Manager for the future City Hall/Parking Structure project and authorize the City Manager to enter into negotiations with Martel Construction for a contract to be presented for future City Council approval.

Martel Construction began in Bozeman and now has offices in Missoula and Bigfork. It was important to some members of the selection committee to try to select a construction firm with a presence in Flathead County in order to help ensure that local sub-contractors and local employees would have a good chance at working on the new City Hall/Parking Structure. Also, as shown in the packet, Martel Construction had the lowest fee proposal, but again, this method of selection focuses on a lot more than just a fee proposal –qualitative factors such as qualifications, references, prior experience on similar structure all play a more important role in the recommendation and selection than do the fee proposals.

Whichever firm the City Council selects, we will begin negotiations with that firm on a GC/CM contract based on their fee proposal. City Attorney Mary VanBuskirk has reviewed a preliminary contract for this work so we have gotten a start already. However, we have to negotiate the contract language and particulars of the scope of work with the selected contractor.

Any such fees will be paid by the City Hall Construction Reserve Fund (January 1, 2015 balance of \$2,098,030.5). This construction fund was created from Tax Increment revenues earmarked for construction of City Hall since 2004. Total construction costs and other costs will be paid by money in this fund, funds in the Tax Increment Fund, and a future Tax Increment Bond issue later this year.

RECOMMENDATION: Staff respectfully recommends the City Council select Martel Construction as the General Contractor/Construction Manager for the future City Hall/Parking Structure project and authorize the City Manager to enter into negotiations with Martel Construction for a contract to be presented for future City Council approval.

This item is a legislative matter.

- d) Resolution No. 15-___; A Resolution authorizing participation in The Board Of Investments of the State Of Montana Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (Intercap Revolving Program), approving the form and terms of the Loan Agreement and authorizing the execution and delivery of documents related thereto (Water Tender Truck) (p. 194)

From Finance Director Dana Smith's staff report:

During the Council Meeting held on November 4, 2013 the Council approved entering into a contract to purchase a 3,000 gallon fire water tender apparatus from Rosenbauer, LLC. The approved and budgeted financing for this apparatus includes \$70,000 cash on hand in the Fire and Ambulance Fund with the remaining \$211,000 to be financed over 7 years with a Montana INTERCAP Loan.

The proposed Resolution authorizes the \$211,000 INTERCAP Loan amortized over 7 years at 1.00% interest until February 2015. Every February the INTERCAP loan interest rate is adjusted, but historically the rates are well below other sources. The annual debt service payment is estimated at approximately \$30,000. In addition, there is no penalty for an early pay off of the loan.

The City Attorney, Mary VanBuskirk, has reviewed the proposed Resolution.

RECOMMENDATION: Staff respectfully recommends that the City Council adopt A Resolution authorizing participation in The Board Of Investments of the State Of Montana Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (Intercap Revolving Program), approving the form and terms of the Loan Agreement and authorizing the execution and delivery of documents related thereto (Water Tender Truck).

This item is a legislative matter.

COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

- a) Letter from Whitefish County Water District regarding funding assistance to complete Preliminary Engineering Report for Lazy Bay neighborhood septic leachate and treatment options (p. 236)
- b) Letter from Christian Rasch regarding a Non-Discrimination Ordinance (p. 242)
- c) Notice sent from Montana Fish and Wildlife Commission regarding Administrative Rule revision for changes to the Whitefish River regulations (p. 243)
- d) Select elected official(s) to serve on selection committee for Owner's Representative for the City Hall/Parking Structure construction project

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

January 5, 2015

7:10 P.M.

1) CALL TO ORDER

Mayor Muhlfeld called the meeting to order. Councilors present were Barberis, Frandsen, Anderson, Hildner, and Sweeney. Councilor Feury was absent. City Staff present were City Manager Stearns, City Clerk Lorang, City Attorney VanBuskirk, Planning and Building Director Taylor, Public Works Director Wilson, Parks and Recreation Director Butts, Interim Fire Chief Page, Police Chief Dial and Planner II Minnich. Approximately 10 people were in the audience.

2) PLEDGE OF ALLEGIANCE

Mayor Muhlfeld asked Joe Coco to lead the audience in the Pledge of Allegiance.

3) PRESENTATION – Whitefish Community Center (formerly Golden Agers) facility and program update – Chuck Wilhoit

Cancelled at Mr. Wilhoit's request due to inclement weather.

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)

Nathan Kosted, 480 White Basin Road, invited all to attend the Martin Luther King Day celebration on Monday, January 19, 2015 at the Whitefish Performing Arts Center at 7:00 p.m. He said a similar event will be held the next day in Kalispell.

5) COMMUNICATIONS FROM VOLUNTEER BOARDS

Councilor Hildner reported he attended the Pedestrian and Bicycle Path Advisory Committee this morning where they reviewed 2014 projects completed and projects to be done in 2015. Their next meeting is the first Monday morning in February to continue those discussions.

Councilor Frandsen said the Whitefish Lake Commercial Use Working Group has been formed and their first meeting will be January 8, 2015 plus a second one later in the month. She will hope to have a report for the Council in February.

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)**

Councilor Hildner make a motion, second by Councilor Sweeney, to remove item 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) from the Consent Agenda.** Councilor Hildner said the packet contained a staff report recommending against reducing the size of the Board to five (5) members; and the Council received a letter tonight from former Board member Don Spivey also recommending against the reduction in members. **The motion passed unanimously.**

Councilor Anderson made a motion, second by Councilor Sweeney, to approve the Consent Agenda as amended. The motion passes unanimously.

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. 15-01; 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) (CD - 07:24)**

Planner II Minnich gave the staff report WZC 14-09. This property was recently annexed, requiring the property to have Whitefish zoning to replace the County Zoning.

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

Councilor Anderson made a motion, second by Councilor Frandsen, to approved Ordinance No. 15-01; 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), as presented by staff. The motion passed unanimously.

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) (CD 10:33)

Planner Minnich gave the staff report WCUP 14-10. The proposed use complies with the Growth Policy Designation of Core Commercial as a membership based health club with additional dedicated retail space; and is in compliance with the existing WB-3 zoning. Business hours are primarily 10:00 AM to 6:00 PM, with a 24-hour keypad entry system available to specific memberships. The proposed health club currently has a business at the Mountain Mall with the same format. The site plan that is included in the packet on page 244 has been updated and she handed copies of the new site plan out to the Council, saying it is dated December 18, 2014 and would be the effective site plan upon Council Approval of this agenda item tonight. Staff and the Planning Board recommend approval subject to five conditions. Planner Minnich said findings included that no landscaping was required in this zone when construction is developed to the zero lot line. City Manager Stearns said by looking at the photo on page 237 in the packet, it doesn't appear that the building is currently built to the lot lines; and discussion followed.

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

Councilor Anderson made a motion, second by Councilor Sweeney, to approve the application from Stephanie Elm for a Conditional Use Permit for a health club with retail in an existing building at 237 Baker Avenue as presented by staff. Councilor Anderson said the intent of his motion is that if it turns out the building is not currently developed to the zero lot line, then the business will have to comply with the Landscaping Requirements as set out in the Zoning Regulations. **The motion passed unanimously.**

8) COMMUNICATIONS FROM CITY MANAGER (CD 30:03)

- a) **Written report enclosed with the packet. Questions from Mayor or Council? (p. 253) –**
None.
- b) **Other items arising between December 31st and January 5th**

Manager Stearns said there have been some emailed discussions between the County and the three cities, regarding holding another election on the 911 District; which failed by about 11 votes in the last election. It has been suggested that County and City officials meet to discuss this and the dates suggested for that meeting is either January 21st or 28th in the evening. He asked if any of the Council would be interested or could make either of those evenings. Council agreed to check their schedules and get back to Manager Stearns.

- c) **Resolution No. 15-01; 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)**

Manager Stearns reported from his staff report that since 1976 the City of Whitefish has had an interlocal agreement (IA) with Flathead County regarding the Whitefish Community Center; the city owns the land, the county built the building and the county leases the building to the senior organization. A lease between the city and the senior organization has never been found, so pursuant to the IA, the city and members of the senior organization have been working together on the lease that is being

brought forward to the Council tonight. There was some discussion between Council and Staff for clarification.

Councilor Anderson made a motion, second by Councilor Sweeney, to approve Resolution No. 15-01; 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, as presented by staff. The motion passed unanimously.

9) COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS (CD 37:04)

- a) **Letter from Cari Elden regarding future City Hall design (p. 277)** No further comments.
- 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)**

Mayor Muhlfeld appointed Jim Laidlaw to the Planning Board, the designee of the Flathead County Board of Commissioners.

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

Manager Stearns explained the Board of Adjustment meets January 21st to consider the appeal regarding blended uses and density for Planned Unit Developments. The Council approved an earlier motion setting January 20, 2015 for the public hearing for Whitefish Crossing; so if the Council wishes to have the additional input from the Board of Adjustment decision, the public hearing could be rescheduled until after their meeting.

Councilor Hildner made a motion, second by Councilor Anderson, to hold the public hearing after the meeting of the Board of Adjustment.

Councilor Sweeney requested it be rescheduled at the next Council meeting immediately following the Board of Adjustment's meeting.

The motion passed unanimously.

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

Manager Stearns explained that state law provides for an ex-officio nonvoting member to the Local Government Study Commission (Commission). As background, Manager Stearns said for the last Commission ten years ago, City Manager Marks was the appointed ex-officio member and Assistant City Clerk Vanice Woodbeck served as secretary for the Commission. For the current Commission, Assistant City Clerk Woodbeck has been serving as secretary, and she has indicated to Manager Stearns that she would be interested in continuing as secretary and also as the appointed ex-officio member. Manager Stearns said other alternatives would be any of the elected officials, himself, or the City Attorney.

Councilor Frandsen made a motion, second by Councilor Barberis, to appoint Assistant City Clerk Woodbeck as the ex-officio member to the Commission. The motion passed unanimously. Mayor Muhlfeld thanked Vanice for volunteering to take on this position.

- 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)**

The Council had a short discussion on this request and it was noted the request does not include a dollar amount. At request from the Council, staff will request additional information and place the letter again on the next Council Agenda.

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

Councilor Hildner said there is public interest in an NDO, and the Council has stated their interest in the issue with their recent passage of a resolution; therefore, he would like to have an NDO on a future agenda for the Council’s consideration as early as the 2nd quarter of this year if possible. Councilor Sweeney said he endorses Councilor Hildner’s comments. Mayor Muhlfeld said he had made a comment earlier, (in November or December) and he repeated it tonight and asked if that was okay with Councilor Hildner. His comment was that he would like City Attorney VanBuskirk to research alternatives to an ordinance. Councilor Hildner said he felt that was consistent with his request. No further comments.

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

Planning and Building Director Taylor said two are needed; those vacancies will be advertised for new members. Councilors Frandsen and Barberis volunteered.

Councilor Sweeney made a motion, second by Councilor Anderson, to appoint Councilor Frandsen and Councilor Barberis to serve as temporary members to the Board of Adjustment to fill vacancies to insure a quorum for meetings. The motion passed unanimously.

Other Council Comments:

Councilor Sweeney said he had received phone calls from citizens concerned about piles of plowed snow that are high at intersections and blocking views at the corners. Public Works Director Wilson said he would look into it.

City Clerk Lorang notified the Council that the annual Disclosure Forms will be distributed and are due back to the City Clerk’s Office by the end of the month.

10) ADJOURNMENT (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority) (CD 49:45)

Mayor Muhlfeld wished everyone a Happy New Year and adjourned the meeting at 8:07 p.m.

Attest:

Mayor John M. Muhlfeld

Necile Lorang, Whitefish City Clerk

ORDINANCE NO. 15-01

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.

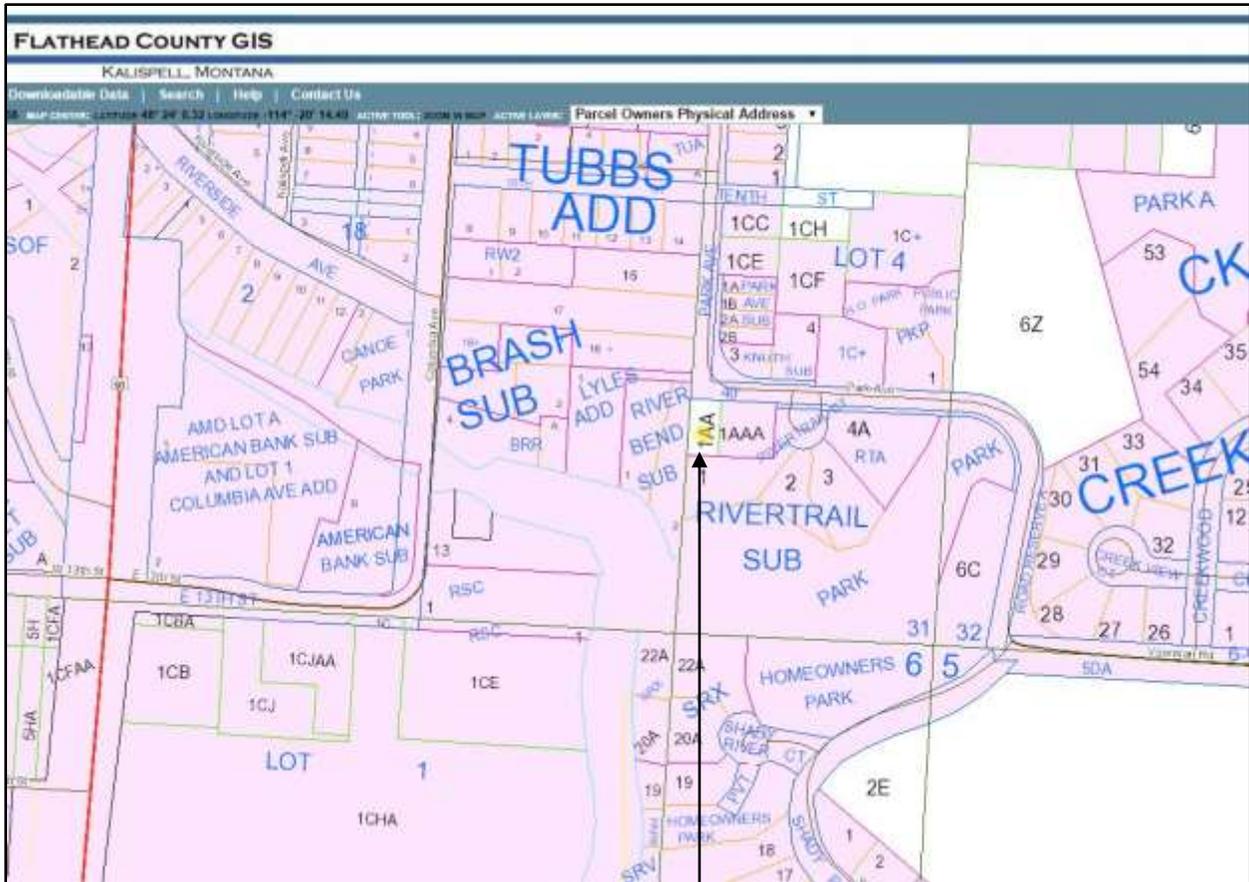
Section 7: This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Whitefish, Montana, and signing by the Mayor thereof.

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



1016 Park Avenue
Kraske Property

EXHIBIT "A"

ORDINANCE NO. 15-___

An Ordinance of the City Council of the City of Whitefish, Montana, amending Whitefish City Code Title 2, Chapter 3, as it pertains to members of the Board of Adjustment to remove residence in the extraterritorial jurisdiction as a requirement.

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, at the January 5, 2015 meeting, the City Council reviewed the December 30, 2014 staff report and considered a text amendment to Title 2 of the Whitefish City Code to remove references to the former extraterritorial jurisdiction and reduce the number of members to five (5) appointed by the City Council and determined the number of members should remain the same but the reference to the extraterritorial jurisdiction should be removed; and

WHEREAS, it will be in the best interests of the City of Whitefish and its inhabitants to approve the amendment to Title 2 of the Whitefish City Code.

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) members. Members shall reside within the corporate limits of the City. 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: All other provisions of Title 2, Chapter 3, shall remain unmodified.

Section 3: 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 4: 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

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Chuck Stearns

From: Ben Tintinger <Ben@mosaicarch.com>
Sent: Thursday, January 08, 2015 3:31 PM
To: Sherri Baccaro; cstearns@cityofwhitefish.org
Cc: Mark Ophus
Subject: WFCH Design Revisions
Attachments: 2015-01-08 WFCH-Design Revision Images.pdf

Sherri and Chuck –

Attached are a few more design revisions based on a few comments in the last day. I have revised the parapet at the entry/lobby to reflect the wishes on Jen and a few others. Another significant change is to add columns at the canopy on Second and Baker to differentiate the canopy at the entry/lobby from the rest. I like the columns but I know the issues with MDoT. We may not be able to do this but since we have a parking lane on Baker and a widened sidewalk at 2nd, maybe we can make an argument. With no columns at the corner where the greatest danger of hitting them is, we might be able to convince them that we are OK.

The attached drawings also include the first and second floor plans with both stair options.

Again, we invite continued comments.

Thanks,

Ben

ben.tintinger

mosaic architecture

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406.449.2013

www.mosaicarch.com



SW Corner



SW Corner

WHITEFISH CITY HALL AND PARKING STRUCTURE



SW Corner

WHITEFISH CITY HALL AND PARKING STRUCTURE



South & West Elevations

WHITEFISH CITY HALL AND PARKING STRUCTURE





South Elevations

WHITEFISH CITY HALL AND PARKING STRUCTURE

City Council Packet January 20, 2015 page 58 of 245



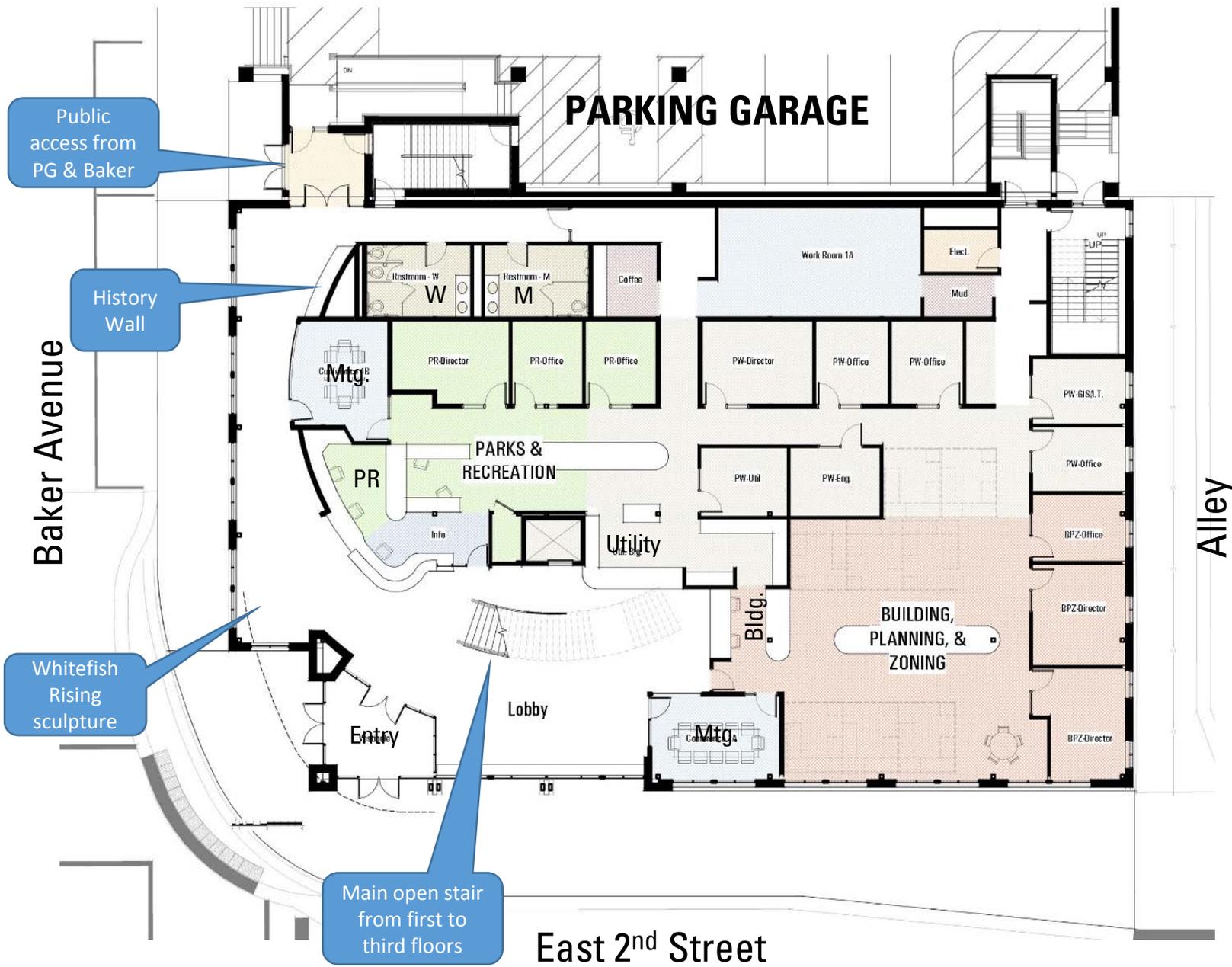
West Elevations

WHITEFISH CITY HALL AND PARKING STRUCTURE

City Council Packet January 20, 2015 page 59 of 245



Parking Garage Display Windows



Main Floor

CURVED STAIR

City Hall: Plan Organization

WHITEFISH CITY HALL AND PARKING STRUCTURE

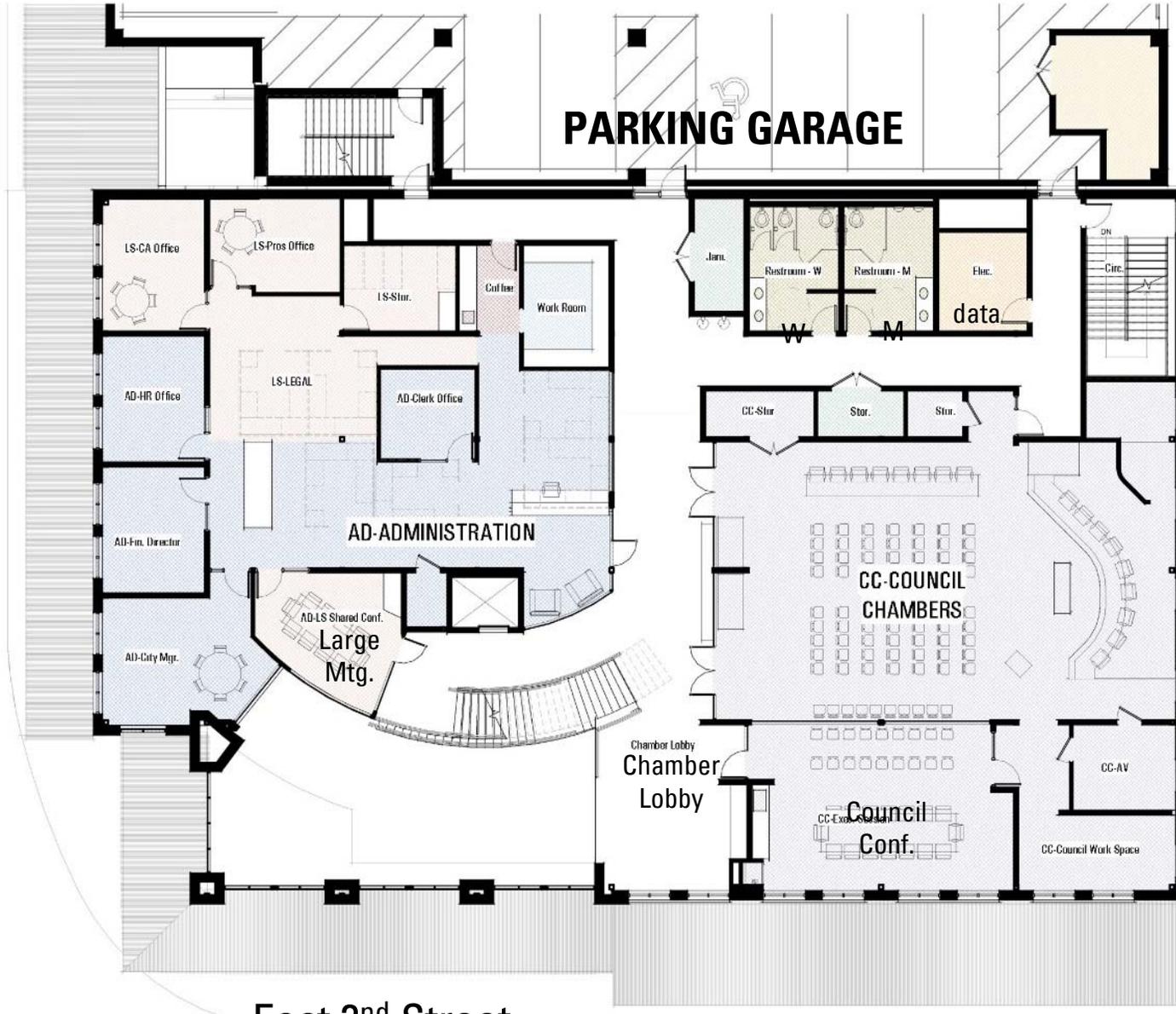


Baker Avenue

PARKING GARAGE

Alley

East 2nd Street

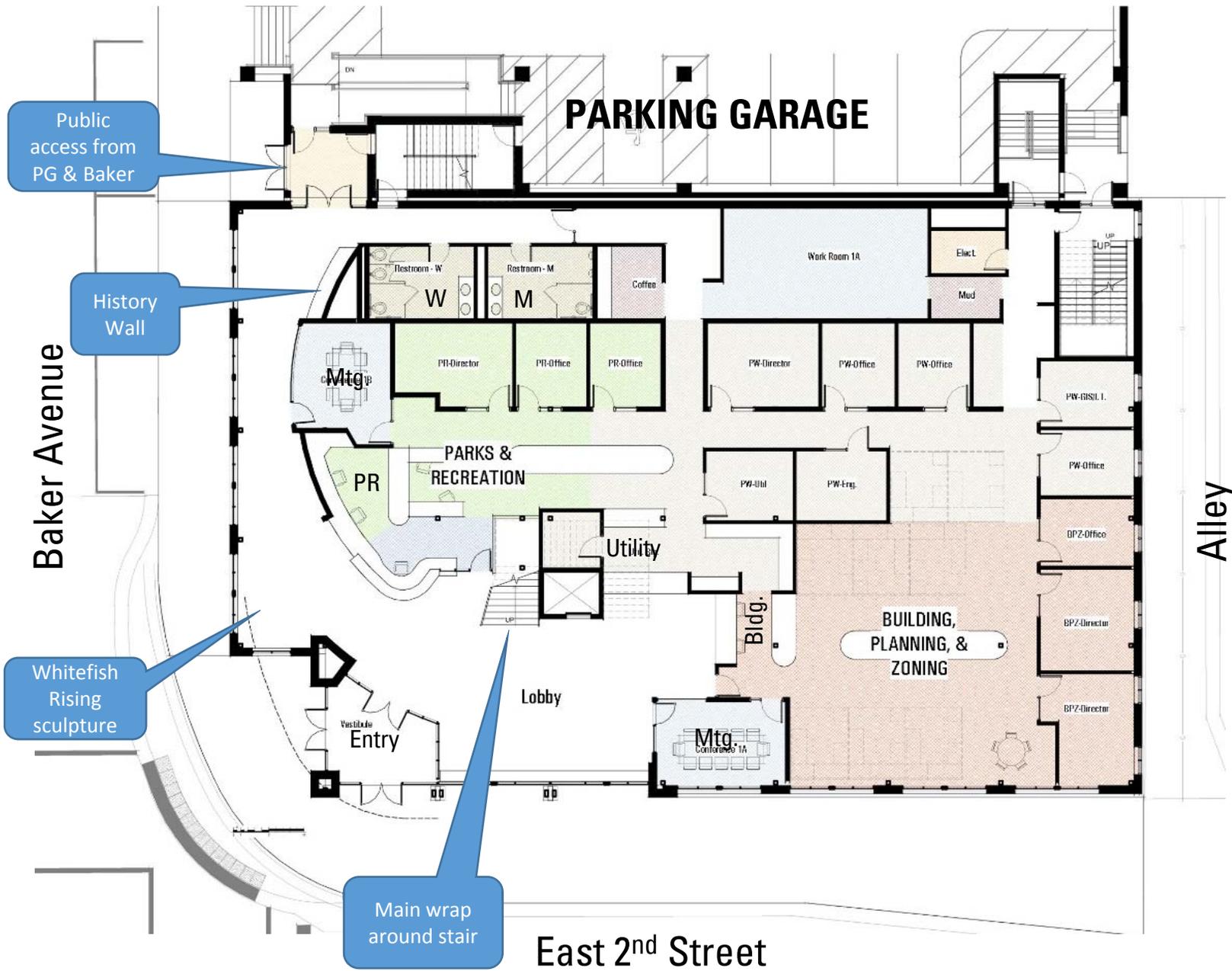


2nd Floor

CURVED STAIR

City Hall: Plan Organization

WHITEFISH CITY HALL AND PARKING STRUCTURE



Main Floor
 City Hall: Plan Organization
 WHITEFISH CITY HALL AND PARKING STRUCTURE

WRAP AROUND ELEVATOR STAIR



Chuck Stearns

From: Ben Tintinger <Ben@mosaicarch.com>
Sent: Wednesday, January 07, 2015 4:02 PM
To: Sherri Baccaro; cstearns@cityofwhitefish.org
Subject: WFCH Design Revisions based on 01-05-14
Attachments: 2015-01-07 WFCH-Design Revision Images2.pdf

Sherri & Chuck –

Attached are the revised images based on our discussions on Monday. As we indicated in the meeting, in order to keep things moving, we would invite constructive email comments from the Building Committee and Council as to whether the images are responding to the comments and concerns voiced Monday. Please note that we have made the upper office window a bit shorter, but that we have not yet explored significantly reducing the window area yet. We will look at this possibility as we move forward.

We are working on updating the plans, but I wanted to get these images out right away. Let me know if you need anything else.

Thanks,

Ben

ben.tintinger

mosaic architecture

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406.449.2013

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SW Corner

Options 2: no setback; three arch glass wall; historic detailing; under awning signage; south wall stair
WHITEFISH CITY HALL AND PARKING STRUCTURE





SW Corner

Options 2: no setback; three arch glass wall; historic detailing; under awning signage; south wall stair
WHITEFISH CITY HALL AND PARKING STRUCTURE





SW Corner

Options 2: no setback; three arch glass wall; historic detailing; under awning signage; south wall stair
WHITEFISH CITY HALL AND PARKING STRUCTURE



South & West Elevations

Options 2: no setback; three arch glass wall; historic detailing; under awning signage; south wall stair
WHITEFISH CITY HALL AND PARKING STRUCTURE





South Elevations

Options 2: no setback; three arch glass wall; historic detailing; under awning signage; south wall stair
WHITEFISH CITY HALL AND PARKING STRUCTURE





West Elevations

Options 2: no setback; three arch glass wall; historic detailing; under awning signage; south wall stair
WHITEFISH CITY HALL AND PARKING STRUCTURE





PG – West Elevation

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE





NW Corner – Aerial

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE





NW Corner – Retail Corner

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE





Parking Garage Display Windows

Options 2: no setback; three arch glass wall; historic detailing; under awning signage; south wall stair
WHITEFISH CITY HALL AND PARKING STRUCTURE



1st & Baker

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE





PG – North Elevation

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE



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

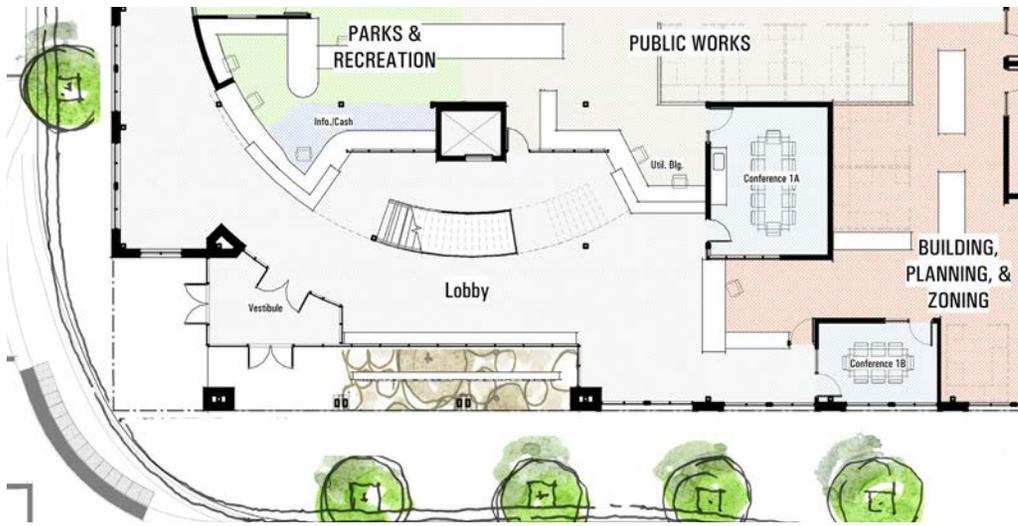
3. Stair Location

- 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

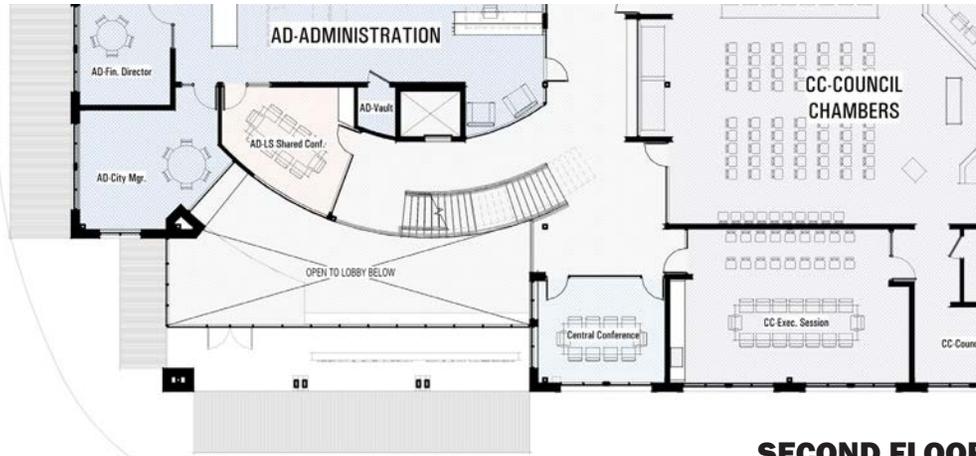
4. South West Corner Entry Design

- 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

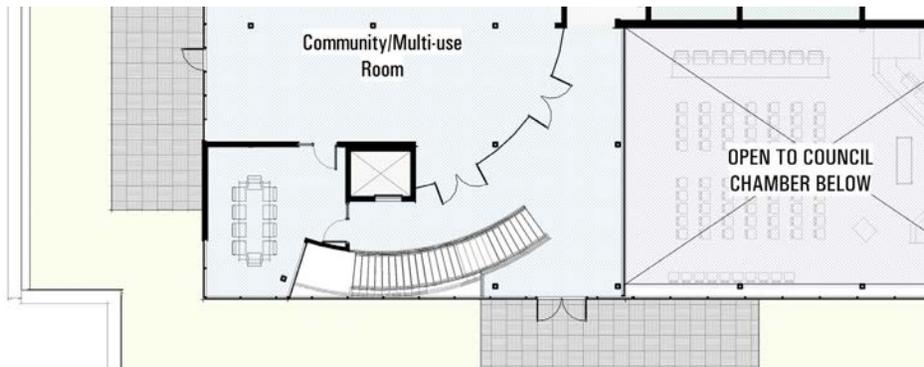
5. I would add - discussion of 2 or 3 elevators - Chuck Stearns



FIRST FLOOR



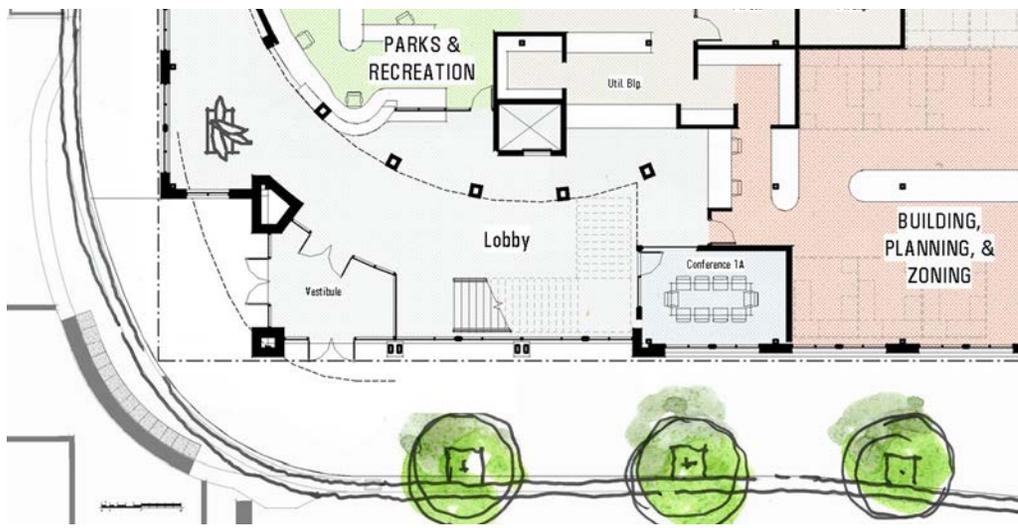
SECOND FLOOR



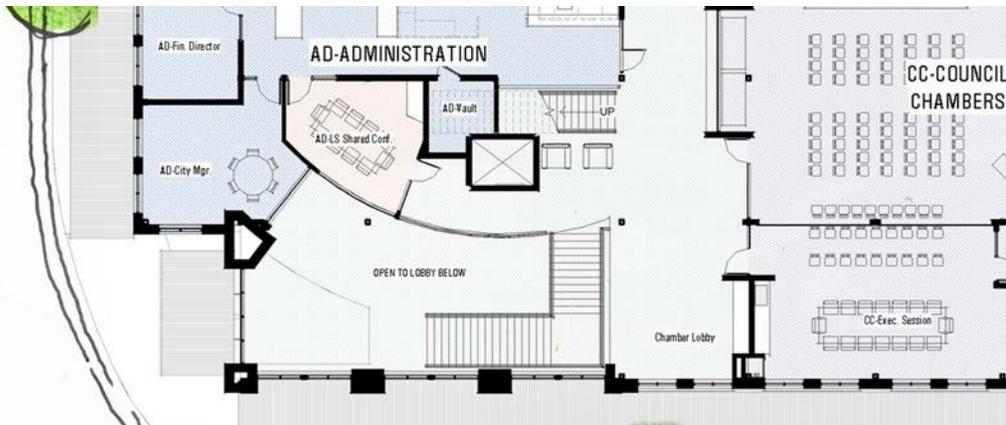
THIRD FLOOR



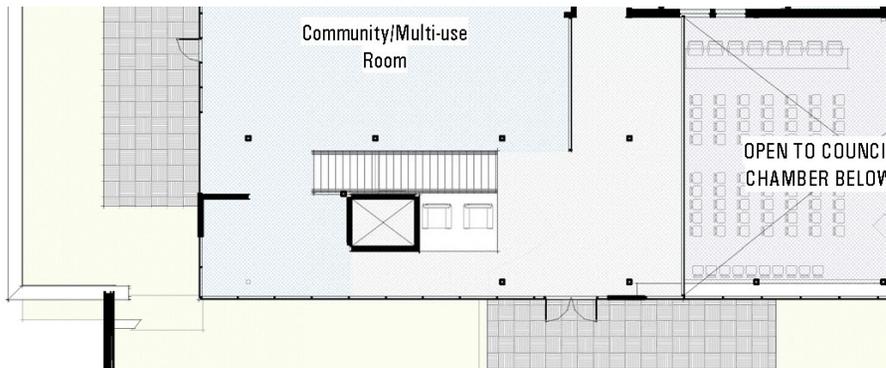
Options 1 - a. 8' setback b. Large Glass Wall c. Translucent 'tilt back' Awnings d. Monument Signage e. Curved Main Stair



FIRST FLOOR



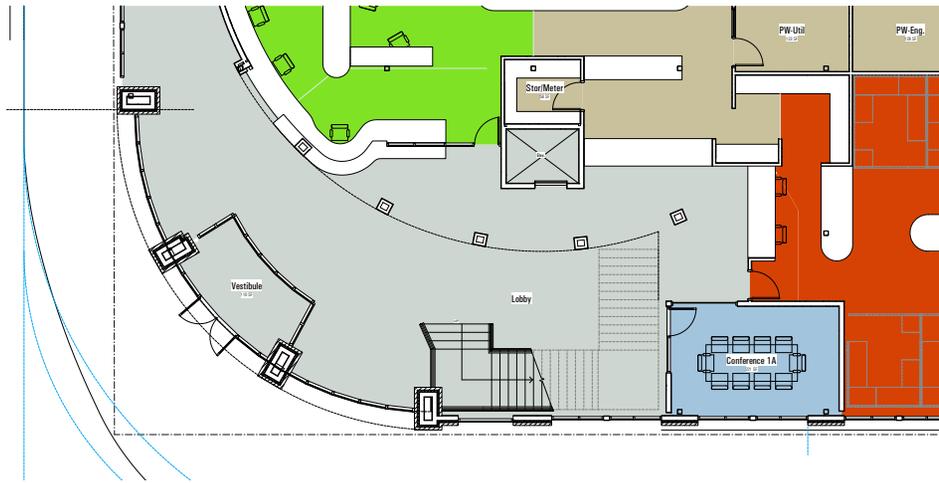
SECOND FLOOR



THIRD FLOOR



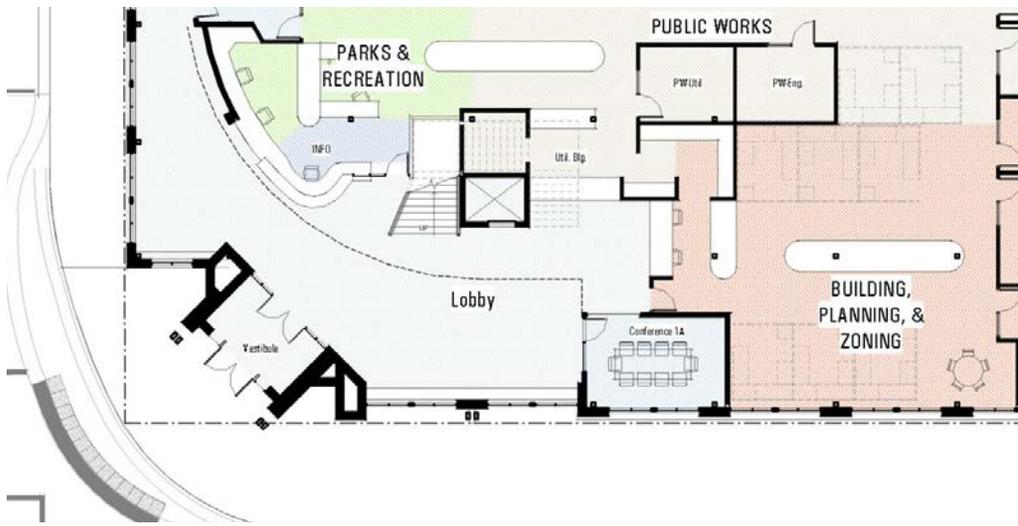
Options 2 - a. No Setback b. Three-Arch Glass Wall c. Historic Detailing d. Under Awning Signage e. South Wall Stair



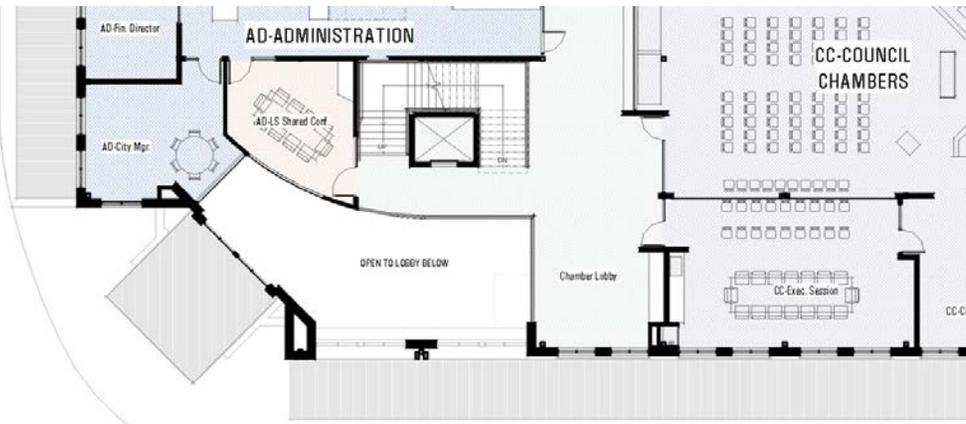
FIRST FLOOR



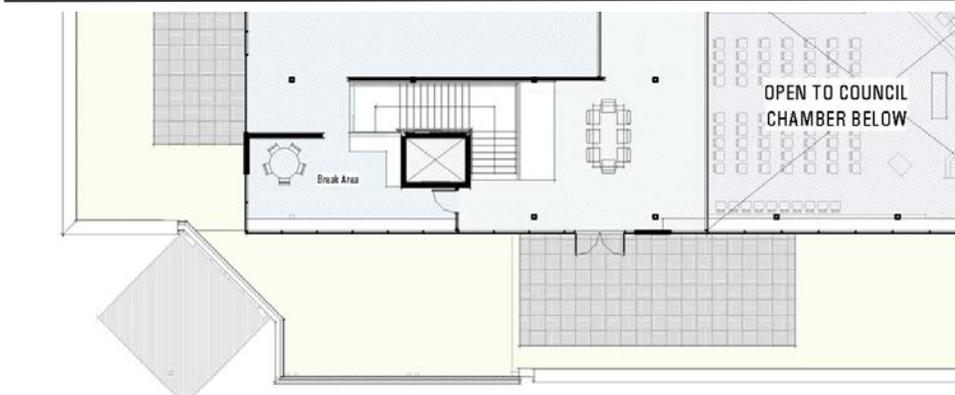
Options 3 - a. No Setback b. Curved Entry Wall c. Three Arch Entry d. Signage Under Awning e. South Wall Stair



FIRST FLOOR



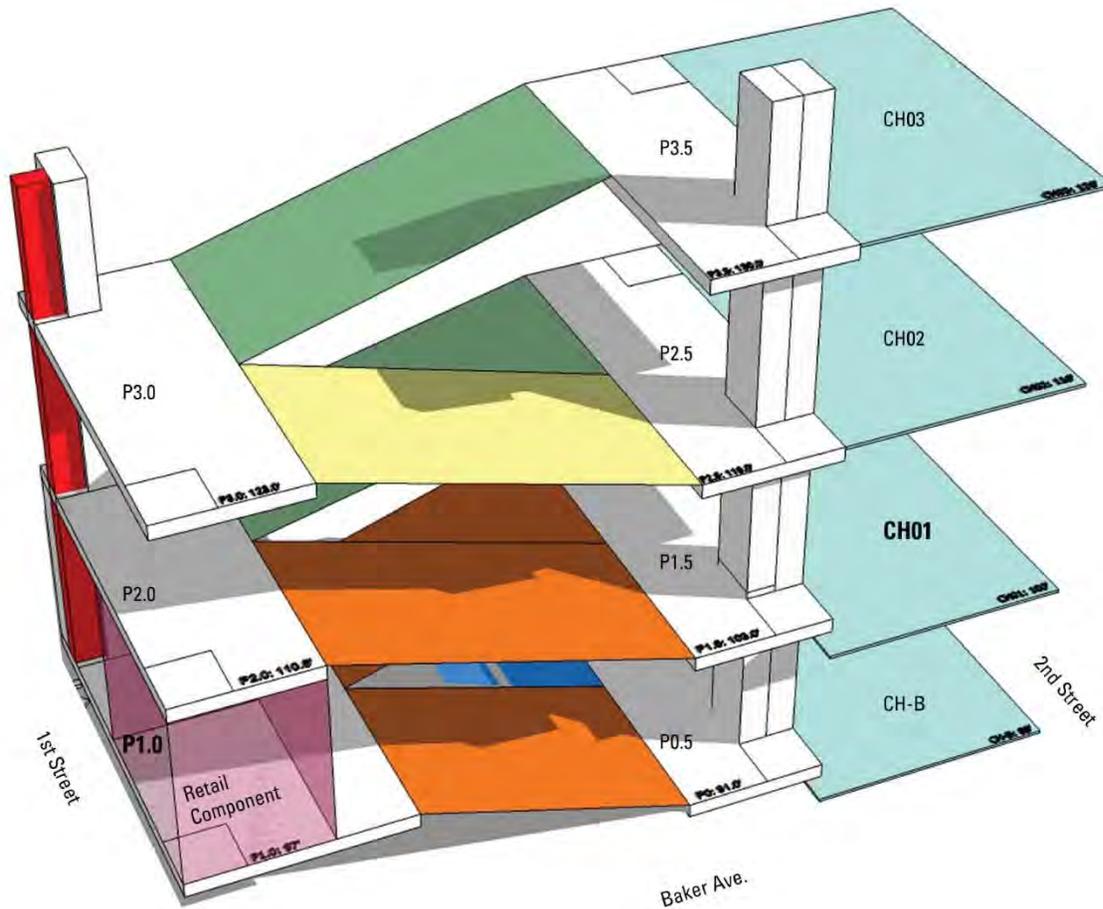
SECOND FLOOR



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



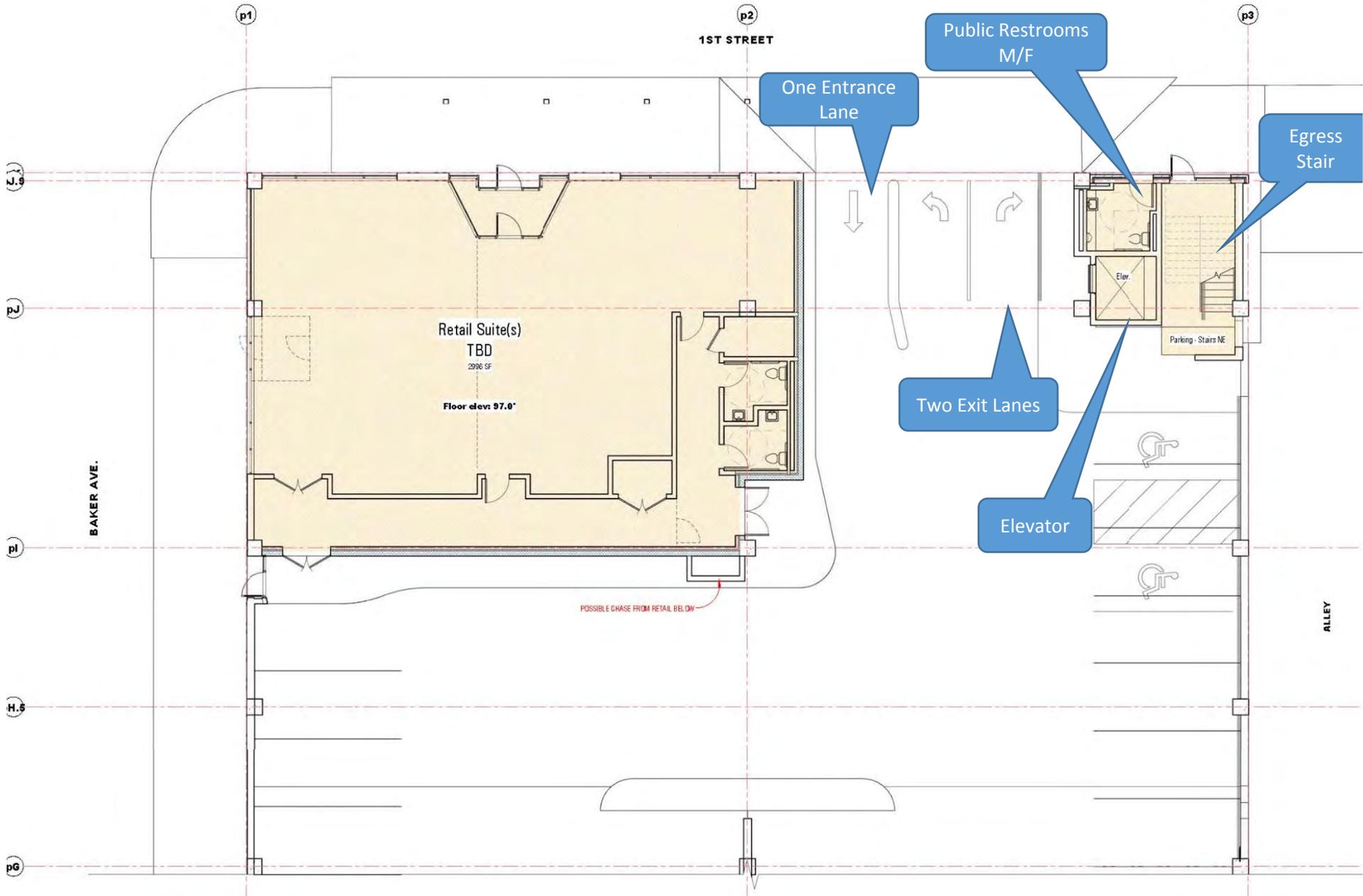


PG – North Elevation

Parking Garage

WHITEFISH CITY HALL AND PARKING STRUCTURE



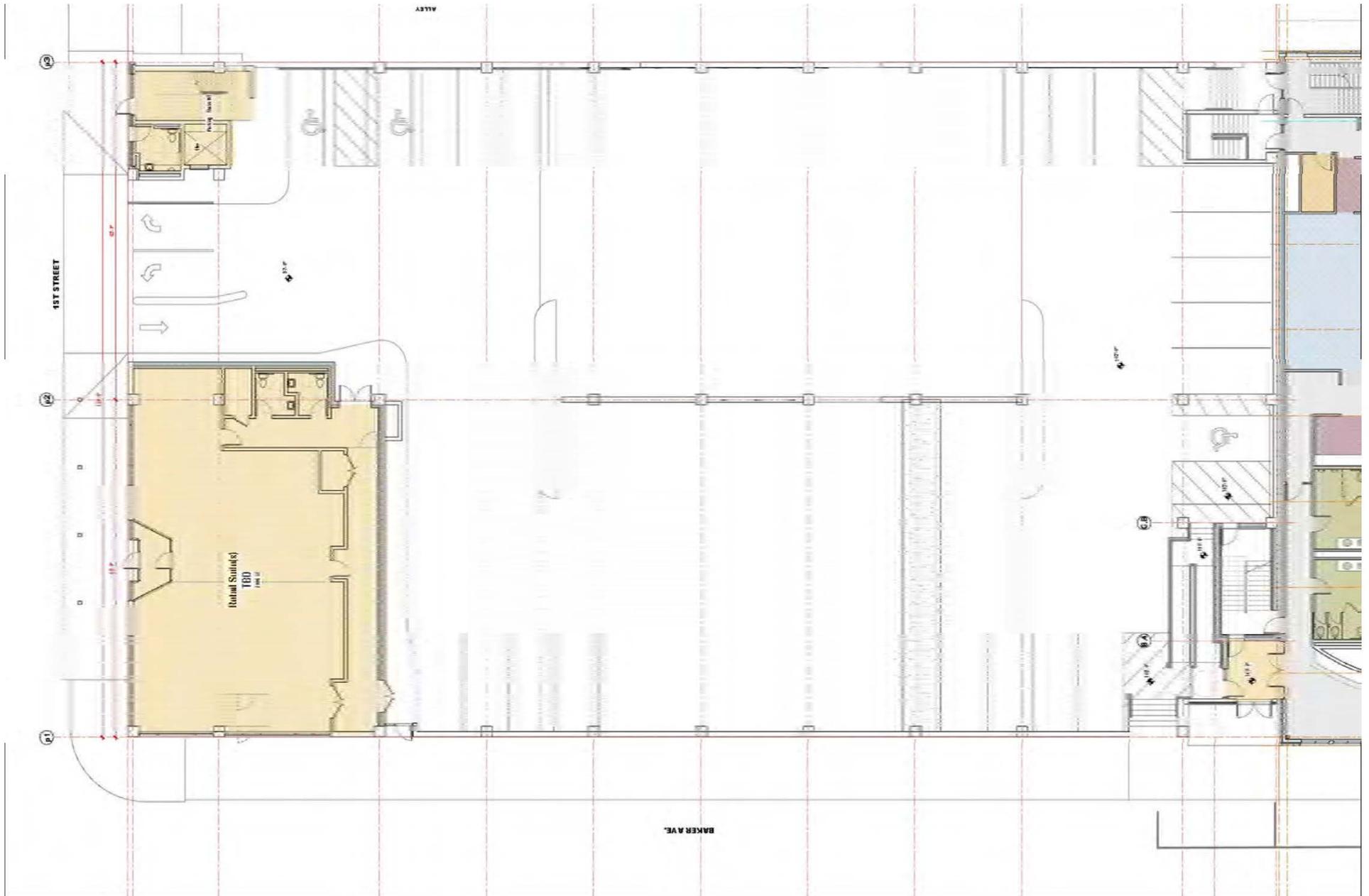


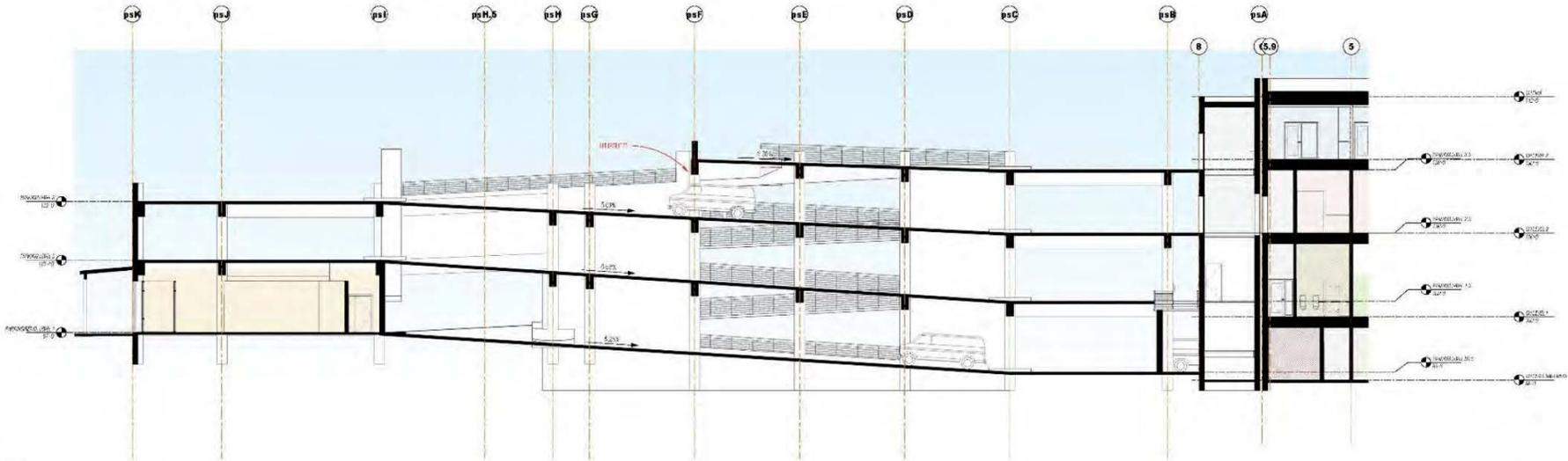
Parking Structure Concepts

Parking Garage / Retail Component

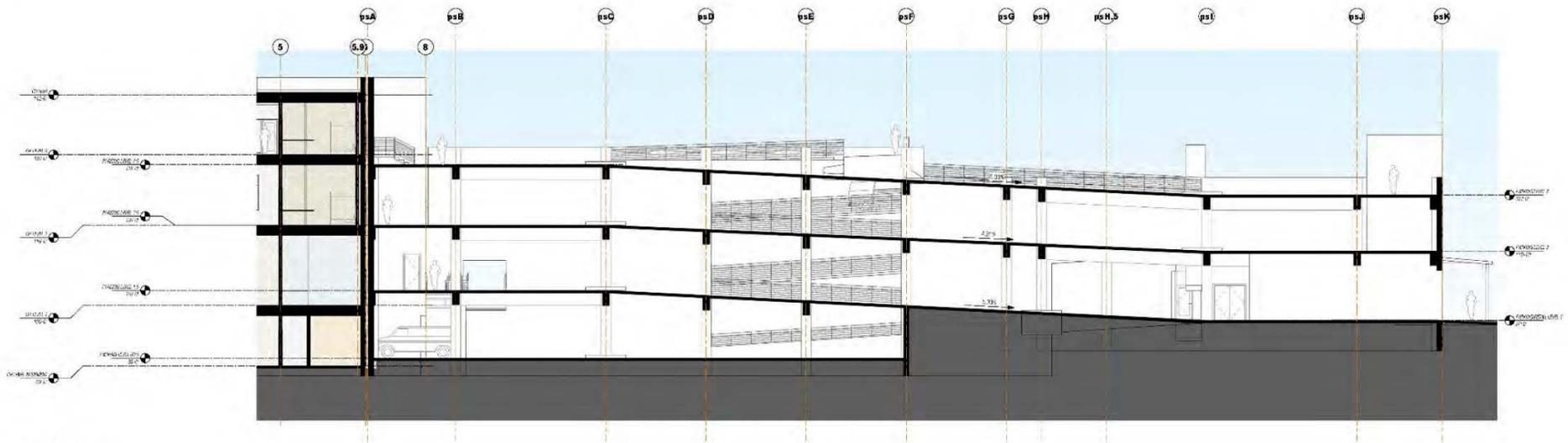
WHITEFISH CITY HALL AND PARKING STRUCTURE



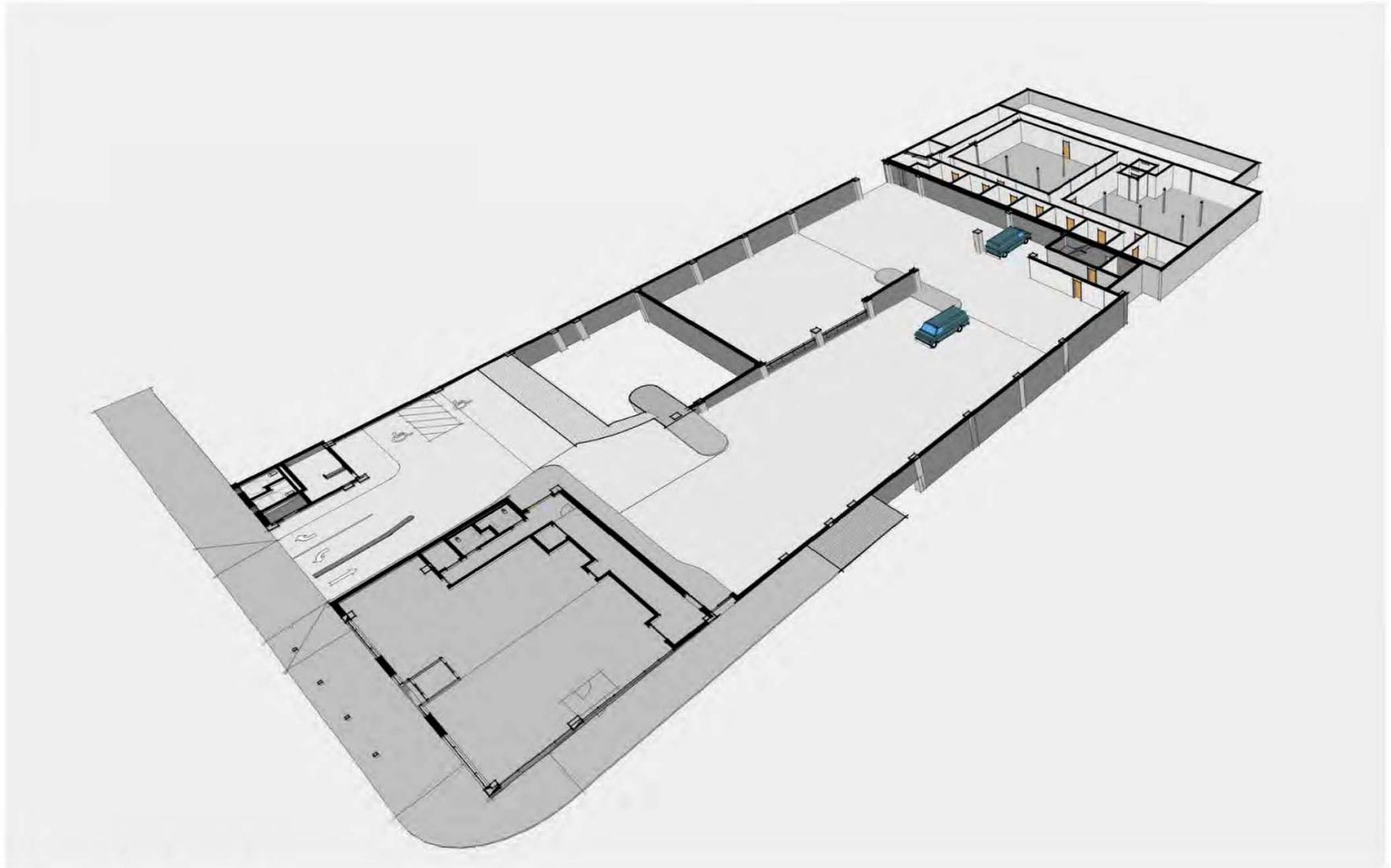




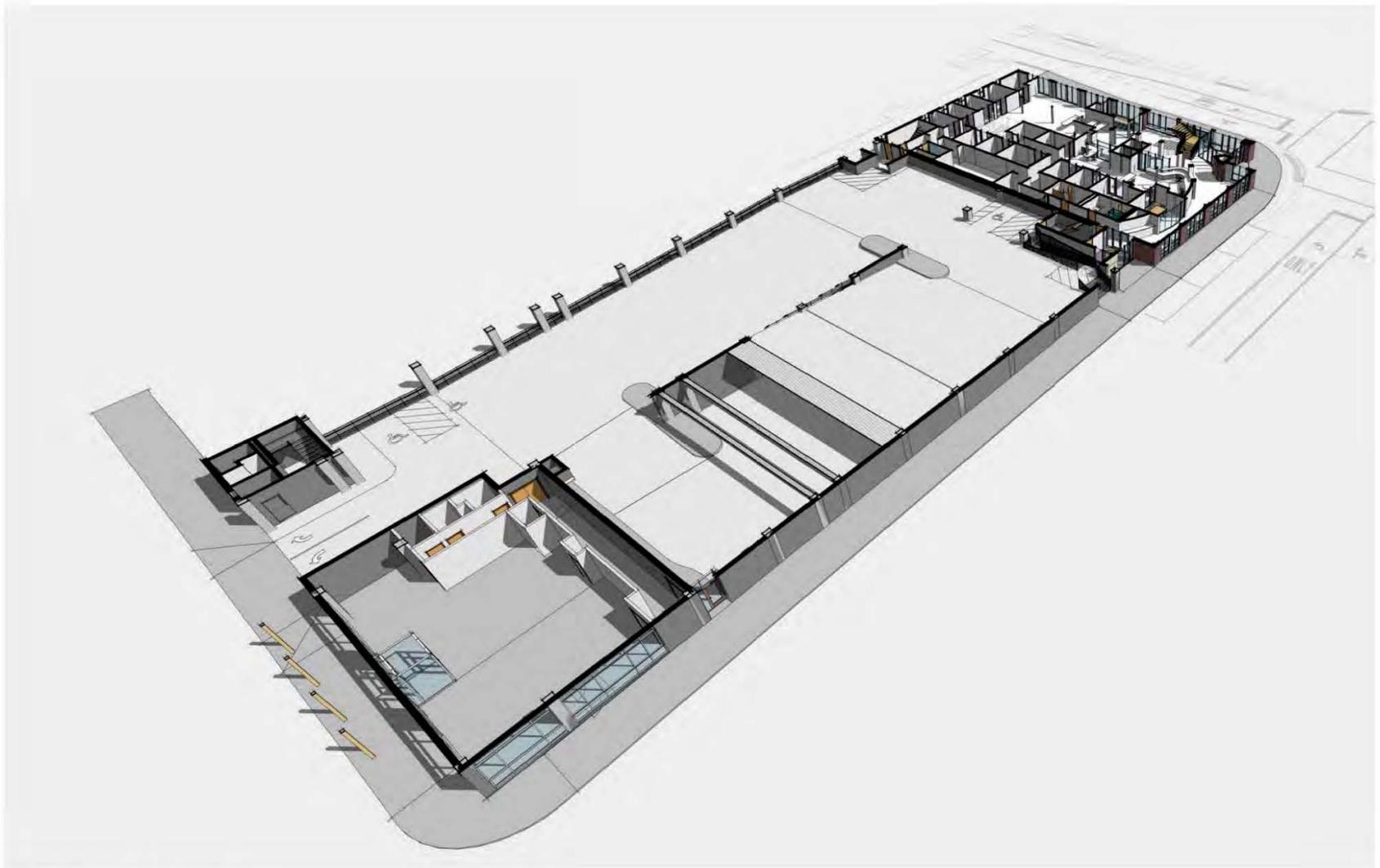
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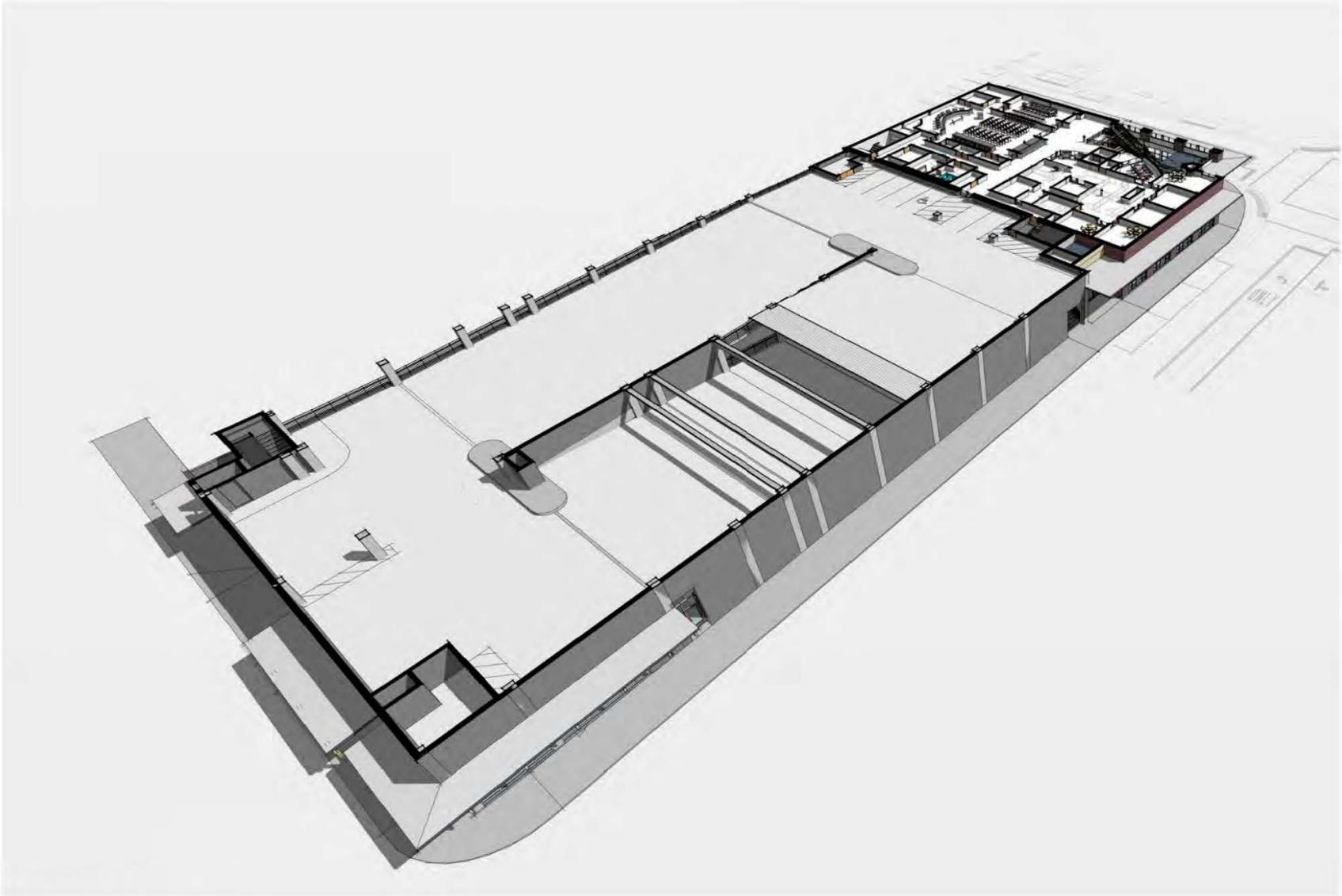
2 SD-PG NS2
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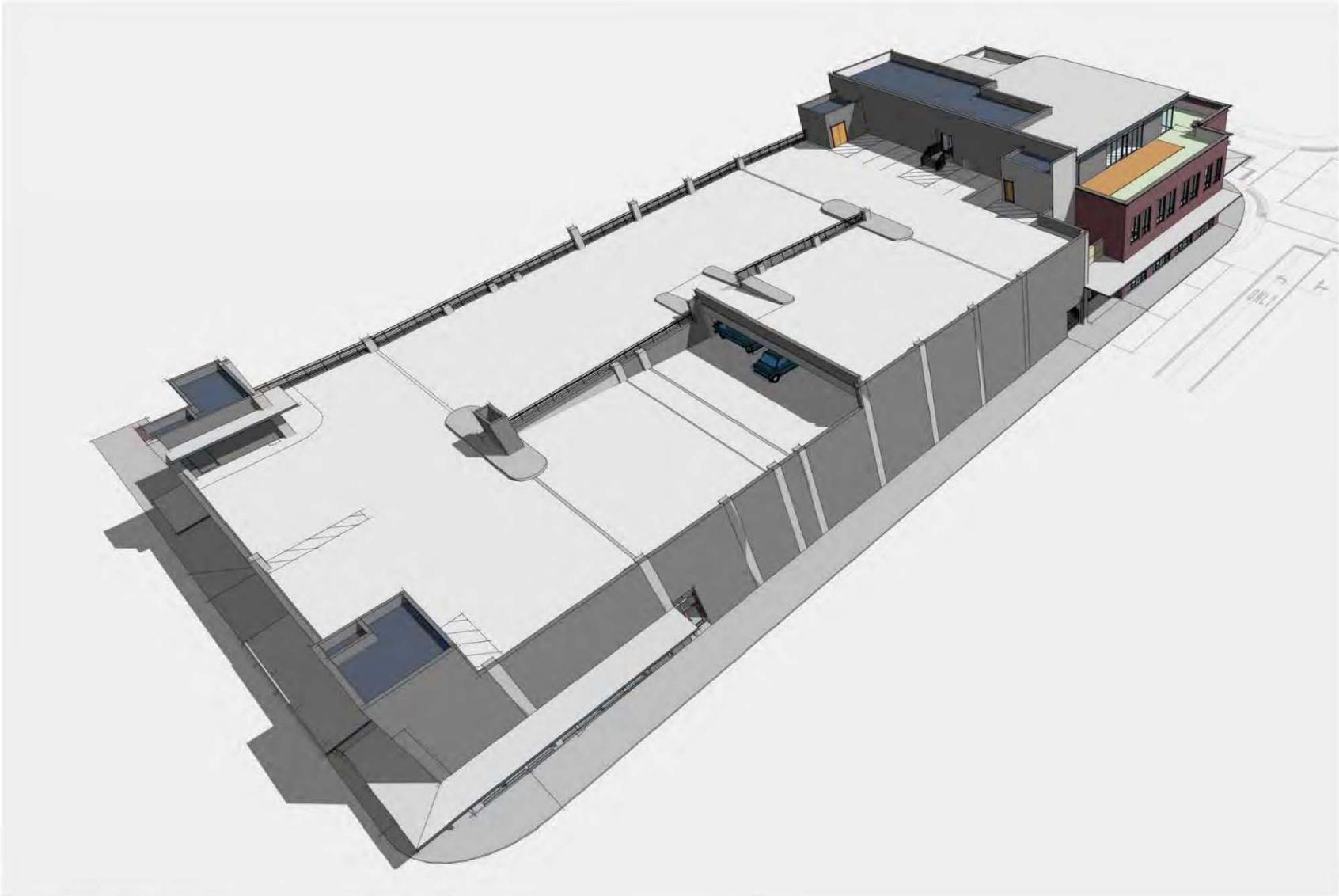
4 SD-PG Persp Plan Level B0.5



1 SD-PG Persp Plan Level 1



2 SD-PG Persp Plan Level 2



3 SD-PG Persp Plan Level 3



January 13, 2015

Mayor Muhlfeld and City Councilors
City of Whitefish
Whitefish, Montana

Mayor Muhlfeld and Councilors

City Hall Committee Comments/Critiques of Alternate Designs from Mosaic Architecture

Introduction/History

At the January 5th, 2015 City Council workshop the City Hall Committee requested the Council to give direction to the Committee on four specific items for the New City Hall project. Those items were:

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

City Council decided to move forward with the Option 2 building design, but with Option 4's interior with the staircase wrapped around the elevator. The Council also requested to see the parking garage with the arch's in some additional locations, windows and screen changes and to see the Option 4 interior with the curved staircase.

Mosaic Architecture emailed revised images based on the City Council decisions and comments from the workshop and requested the City Hall Committee and City Council provide constructive comments be emailed to them directly as to whether the revised images responded to those Council comments.

Current Report

I have included in this packet the revised drawings Mosaic Architecture provided for our review/comment in addition to City Hall Committee members comments/critiques of those drawings. The Committee is not making a recommendation at this time, but instead providing the Council the diverse opinions for consideration.

Sincerely,

A handwritten signature in blue ink that reads "Sherri L. Baccaro".

Sherri L. Baccaro
Chair, Future City Hall Committee

COMMENTS FROM CITY HALL COMMITTEE

01/07/15 - Richard Hildner

I wanted to pass along to Ben at Mosaic a suggestion that the first floor windows not come all the way down to street level but have some sort of a pediment upon which to rest. I suppose this could be brick or the same detail that follows the corner and pillars between the windows. This would carry through at least the west side of the parking garage. Possibly this could enhance the 'historic' look that some feel may be lacking. Just a thought.

01/08/15 – Toby Scott

Ben,

Great job. Your patience and diligence on this project are to be applauded. I think these "images" are looking good, very much in line with the Council's requests.

I have a few suggestions and comments:

- At the SW corner you might consider a raised parapet above the corner similar to what you have at the NW corner.
- Additionally incorporating a couple more arched "sections" like the one in the middle of the West elevation. One at the point of the slightly lighter color brick to its north and the other above the Baker St entrance to the parking and City Hall. That latter area is a bit "confusing" to me although from an overhead view, the setback and other aspects are understandable. The addition of the arch look and raised parapets at NE, NW (retail) and mid-block give it an overall "one structure" look while still reducing the massing of the building.
- You might consider an additional arch to the north of the main entrance on the west side to even out the look as it appears to the south although it would still be asymmetrical with only 2 arches whereas the south side has 3. As the existing arch on the west entrance is set back, another at the lot line may not be necessary. Adding that is not a big deal for me but only a thought.
- I would also consider the awning all along Baker Avenue side. The 2' of snow we just dug out from would justify awnings everywhere. I like the columns supporting the awning at the NW corner.
- The small wall along the bottom of the "history" panels does the job there, making it less "contemporary" looking.
- The lighter yellow second floor above the parking entrance will probably draw some criticism. Maybe all light color, or different texture, or just stick with the red brick look.

Regarding the structure facing as all brick. I can see that raising the price of the construction but I would hate to see it be the demise of the 3rd floor. I can see the Council nixing the 3rd floor for economics of a nice look down where people can see

what they paid for. Is there any option for a “looks like brick” at a reduced price? Perhaps an alternate construction facing in parts?

01/13/15 – Necile Lorang

Thank you Ben for your additional work on the outside, as requested by the City Council. I like the looks of the Baker Avenue side – good variations to break up a block-long building with arched windows adding congruity. I like the looks of the whole building but Baker Avenue is the big expansive side that was difficult to design around.

One of my comments from the beginning was, and I’ll probably repeat it again, and that is I hoped this project didn’t compromise the needs of a new City Hall, the purpose of the whole project. And I think the wrap-around staircase does compromise office space; so I still favor the curved stair – an architectural feature that the Committee set out from the beginning. We need to maximize and utilize the working space. That is also why I support a third floor. The third floor will provide working space and a community space that I think will be useful and enjoyed by many for many years to come. With the inclusion of the third floor it gives City Hall distinction; and something more than a square box on a block with a flat roof. I think with the usefulness and the distinction of the third floor; it will be a building the community will take pride in and will utilize for the life of the building. A third floor is good planning for current and future needs.

01/13/15 – Sherri L. Baccaro

First, I will again thank Mosaic Architecture for their continued patience and fortitude. It hasn’t been an easy task to accommodate all of the varying opinions, critiques and comments of the fifteen member City Hall Committee, City Council, City Hall staff, Crandall Arambula and most importantly, the public. To say we are a very involved community is an understatement.

With that said, I will reiterate some important items from a functionality and maintenance standpoint first and then aesthetics.

MAINTENANCE:

When the new city hall building and parking structure are erected, all the dust has settled and everyone who has been involved up to this point is gone, the new city hall and parking structure need to be an efficient, professional, and comfortable facility for the public and City staff. Please remember, the City of Whitefish does **NOT** have a facility maintenance division, we have one janitor for all of our City buildings. The design needs to be as maintenance free or simple as possible. Consideration for snow and ice removal around the entire site, functionality for staff and community needs, life maintenance needs, are all important items to consider.

I may be a broken record on this subject, but again, the ESC is a perfect example of getting the cart before the horse and not having a plan in place to handle all of the daily, weekly, monthly maintenance needs of a new building. Please consider touring and talking with the staff at the ESC building for further insight. It is a huge mistake to think this will fall into place once the building and parking structure are here. There is no plan in place for facility maintenance and this needs to be addressed sooner than later. Who will be responsible for making the phone call to the plumber, HVAC, generator, contractors?

THIRD FLOOR:

Having a third floor is not a desire, but a need, especially if Council is considering dwarfing the basement or not having one at all. Currently, the design with two floors and a basement does not allow for 10 – 100 years of growth for City staff.

I (and many staff members) don't believe it is prudent to assume the community or future council would find funds to build a third floor 5, 10, 20 years from now. It is never going to be cheaper or more convenient than now to build the third floor. Decisions to spend funds now vs. later are never easy, but it would be short sighted on the Council's part to not approve the third floor at this time.

If a third floor is cut from the City Hall building, Council needs to reconsider the vast empty space in the lobby and put that square footage to use in actual office space that is desperately needed.

VESTIBULE vs. NO VESTIBULE:

In Montana it is important to have a barrier between the office space and the outdoors. If you look at the entrance of City Hall you will see that the doors open directly in line with the information desk. That individual(s) will directly receive the cold air coming in from that entrance and without a vestibule there will be no barrier for that. I don't believe the critiques received concerning the vestibule take this into consideration or understand this common feature in Montana.

LOBBY:

The public/customers who enter the main floor to conduct business with staff are not going to appreciate having all of their private information echoed throughout a large cavernous lobby. In addition, staff is very concerned about needed square footage for office space being programmed into an excessively large lobby.

STAIRCASE:

The City Hall Committee as a whole originally wanted the curved staircase. I prefer the curved staircase and cannot support a wrapped staircase around the elevator if it takes additional square footage of office space on the first and second floors.

If Council decides to move forward with the stairs wrapped around the elevator I would like to see the whole thing moved out toward the lobby by about 10 feet and allow for more office space square footage. Currently as drawn from the stairs/elevator to the south wall is 23' 4". That is a huge space!

A skylight above the staircase is unnecessary.

AESTHETICS:

I really like the look of additional arch's throughout the project, especially being of uniform size and appearance. I would like to see the same quantity of arch's on the south and west side of the City Hall building. I don't believe a "tower" look at the southwest corner of the City Hall building is necessary nor do I find that appearance attractive. I like the design as presented.

I would like to see a drawing of the southwest corner with the MDOT traffic signal box, light pole and decorative light shown so we can get a real view of what that entry will look like.

The awnings are a really nice look on the building and I don't have a preference for style of awning, but like the idea of no posts vs. having posts on Baker and E. Second. Please consider how many times the post and awning is hit by delivery trucks at the alley on E. Second Street. I will defer to the experts concerning maintenance (snow removal required?) and whether this will be a problem or not.

I think breaking up the look and massing of the parking structure on Baker is great! If there is just one uniform brick wall along Baker Avenue it's going to look like a manufacturing plant or warehouse. I don't think that is what the community is wanting or expressing when using the word "historic". The historic buildings in Whitefish are not just brick. There are varying types of historic buildings constructed in all different types of materials. Whitefish is not Butte or Livingston where you see a majority of the historic buildings in brick.

I think having one elevator at the First Street entrance to the parking structure is enough. I think the location is perfect.

I really like the windows as shown in the recent drawings and think the natural light is really important for the interior of City Hall. On the first floor I like the solid panels added at the bottom of the windows where offices are and having floor to ceiling windows on the lobby.

I really like the parking structure display windows with the "history wall" along Baker and believe this is a nice way of breaking things up while providing the functionality of the screens. I think visitors and the community as a whole will enjoy viewing these.

01/13/15 – Ian Collins (please see attachment at end)

Hi Sherri,

Just one follow-up comment. I realized on the second page of my comments that I said we should consider an arcade with posts along Baker. After thinking about this a bit I realized that this could be a bit monotonous along a +/-300' length. Here is another idea for consideration- see attached. The building could have 2 types of sidewalk treatments: an arcade on posts (in brown), broken up by smaller suspended canopies (in green). The suspended canopies would happen at entries- garage entry, southwest corner, northwest corner, and mid-block garage entry on west elevation- and also at a couple of the facade changes along the west elevation. This break-up in the arcade/canopy would reinforce the interval Ben has designed in the massing.

I drew the suspended canopies in forest green by coincidence, but it is an accent color used throughout downtown- benches, lighting, etc.- which we should consider incorporating into the City Hall/Garage design as a minor element... Yes, I did just recommend a paint color :)

On another note, here is a link to a very nice looking parking deck built in 2003? in Wilmington, DE. I wanted to point out the window screens, which are probably a little Victorian for our community, but a different design could be an alternative to the window screen print idea. <http://tevebaugh.com/projects/riverfront-parking-deck/>

Rhonda Fitzgerald (please see attachment at end):

FITZGERALD Comments on most recent (2015-1-8) Mosaic drawings of City Hall/ Parking Garage (Sketch with suggested modifications attached)

City Hall Option 2- South elevation:

The 2-story arched windows are too large, with too much glass. Windows should be "punched" rather than giving the impression of a "glass wall" (contemporary).

The wooden double posts (contemporary) are incongruous with the traditional brick exterior. Suspended, down-sloping awnings are preferred.

The southwest corner needs to be more prominent by increasing the height, not by removing the cornice from the rest of the building. Lower floor-to-floor heights could help accomplish this.

The southwest corner double-entrance should be symmetrical and equally engage both streets, Baker and Second. The Entrance should be the most prominent section of the building.

Signage should be built-in (as shown in Option 4).

Stair should be wraparound (as shown in Option 4) on north side of lobby, with large skylight above.

Elevator should be shared-use, moved to Southwest corner of Parking Garage next to shared-use Stairway.

Elevation should include all sign posts, traffic light poles, and signal box, to show actual appearance of building, in situ.

West elevation:

Eliminate contrasting brick color (contemporary)- all brick should be a consistent red color (timeless, traditional).

Windows now shown in lighter brick sections should be of same vertical shape/ size as the rest of the building, not a contemporary horizontal fenestration design as is shown.

Suspended awnings should be added along Baker, with street trees also.

Baker St. metal panel "windows" should be at least 30% smaller, starting at 4' height from sidewalk.

Arched windows on corner towers should be similar to other arched windows on building, not asymmetrically placed (contemporary).

Northwest corner elevation:

Awnings should be interrupted at corner- not extended out.

Retail entrances should be at corner (depending on tenant).

North elevation:

Eliminate contrasting brick color (contemporary)- all brick should be a consistent red color (timeless, traditional).

Windows now shown in lighter brick sections should be of same vertical shape/ size as the rest of the building, not a contemporary horizontal fenestration design as is shown.

Arched windows on corner towers should be similar to other arched windows on building, not asymmetrically placed (contemporary).

The wooden double posts (contemporary) are incongruous with the traditional brick exterior. Suspended, down-sloping awnings are preferred.

IMPORTANT ISSUES that have not yet been discussed, but need to be.

Third Floor with wavy, curved roof is completely out of place (contemporary).

Is a third floor necessary and with-in budget?

Are floor-to-floor heights too high? Would lower floor-to floor heights improve exterior appearance?

Should the second floor be extended over entrance tower to give additional square footage area?

Has location and design of siren tower been discussed?

The set-back at the side exit on Baker is too deep.

Should metal panel "windows" on Parking Garage have images applied on them, or not?

Should awnings slope downward, or be flat?

• ADD CORNICE

- SINGLE SOUTH ; WEST ENTRY TOWER IS MORE INTIMATE "SMALLTOWN" ; EMPHASIZES ENTR.
- CITY HALL SIGNAGE CENTER ON BOTH SOUTH ; WEST ENTRI
- 'SEPARATE' SUSPENDED CANOPIES TO EMPHASIZE ENTRY

• CONSIDER SMALLER ARCHED WINDOW TO EMPHASIZE LARGER ENTRY ARCH. ALSO BRING GLASS OUT TO FACADE @ THESE (2) WINDOWS

• CORNICE STEPS DOWN FROM ENTR. TOWER CORNICE



• CONTINUOUS BASE ALONG OFFICE WINDOWS GIVES MORE EMPHASIS TO LOBBY WINDOWS

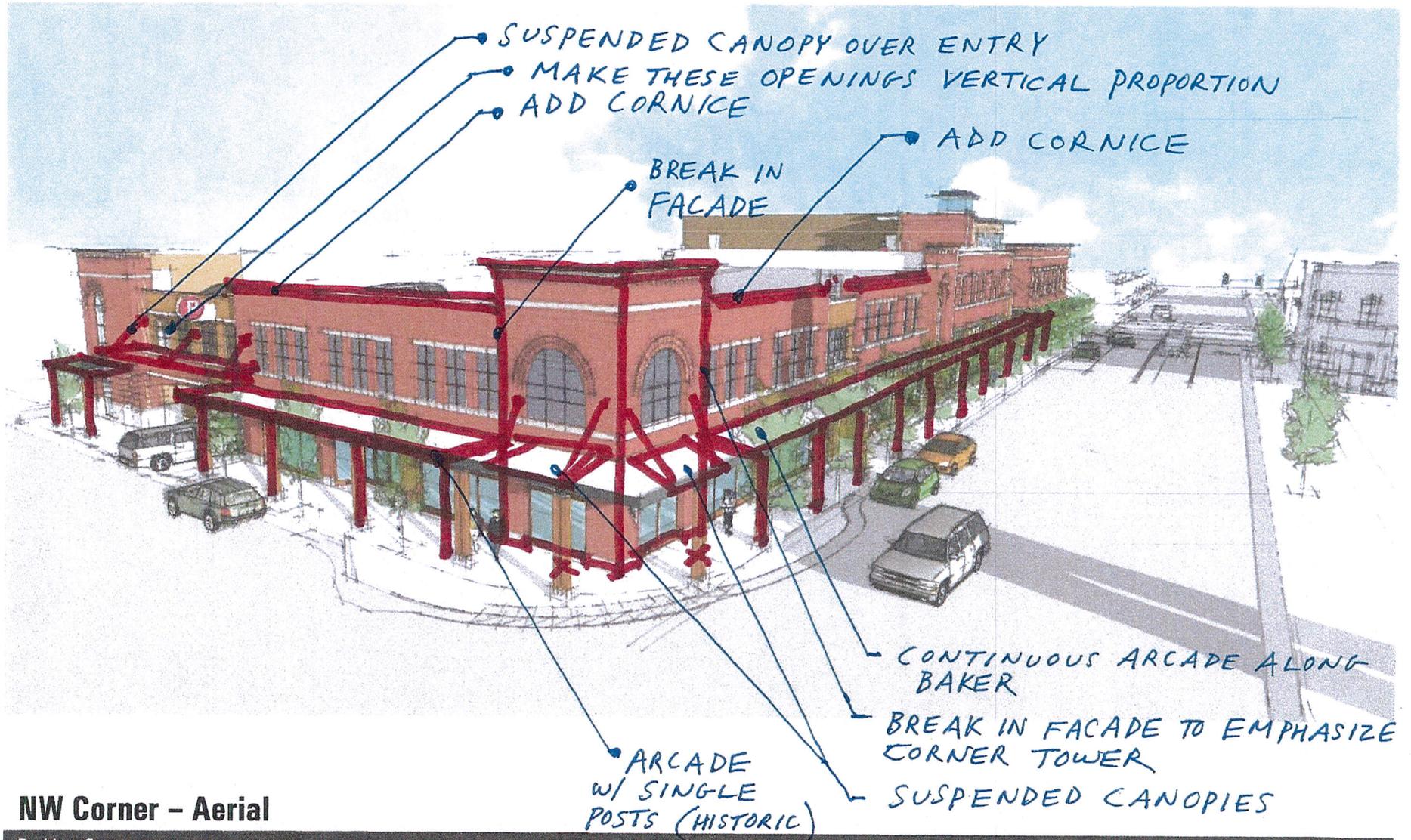
• CONTINUE ARCADE TO THIS POINT, BUT CHANGE TO A SIMPLE POST

• CANOPY SUSPENDED / BREAK FROM ARCADE

SW Corner

WHITEFISH CITY HALL AND PARKING STRUCTURE

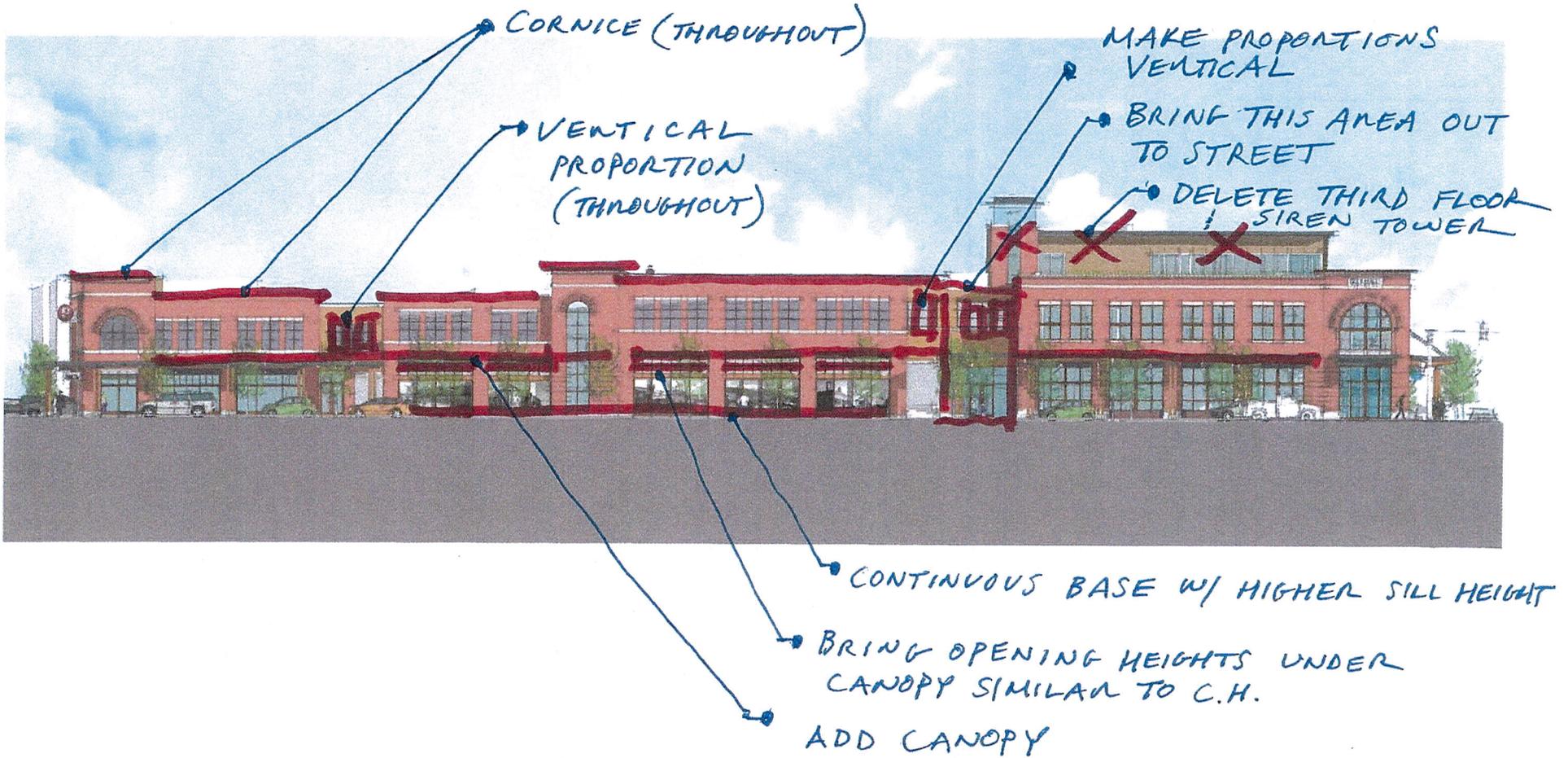




NW Corner - Aerial

Parking Garage
WHITEFISH CITY HALL AND PARKING STRUCTURE

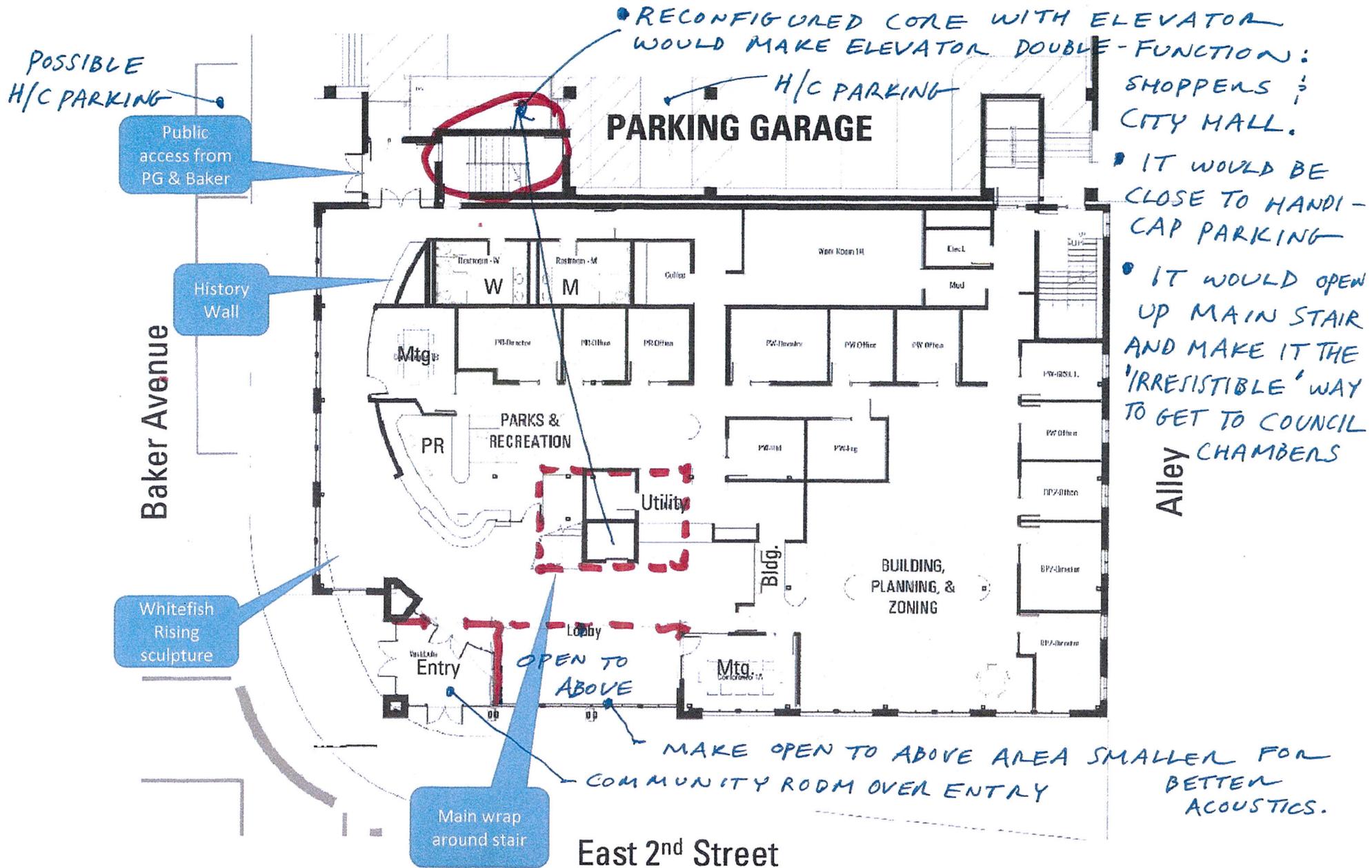




Parking Garage Display Windows

1/13/15 IAN COLLINS - Additional Comments





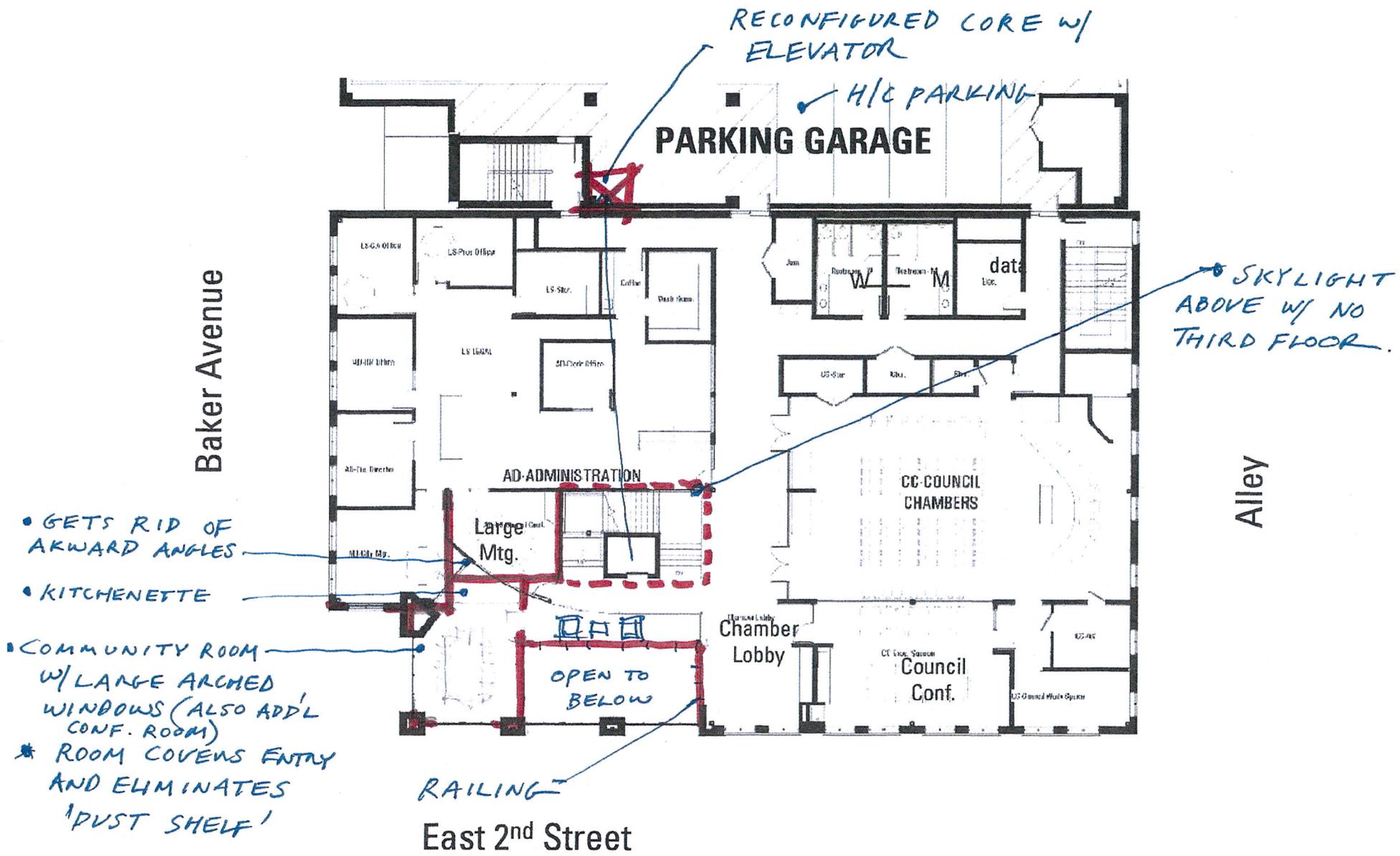
Main Floor

WRAP AROUND ELEVATOR STAIR

City Hall: Plan Organization
WHITEFISH CITY HALL AND PARKING STRUCTURE



1/13/15 Ian Collins Comments



- GETS RID OF AWKWARD ANGLES
- KITCHENETTE
- COMMUNITY ROOM W/ LARGE ARCHED WINDOWS (ALSO ADD' CONF. ROOM) * ROOM COVERS ENTRY AND ELIMINATES 'DUST SHELF'

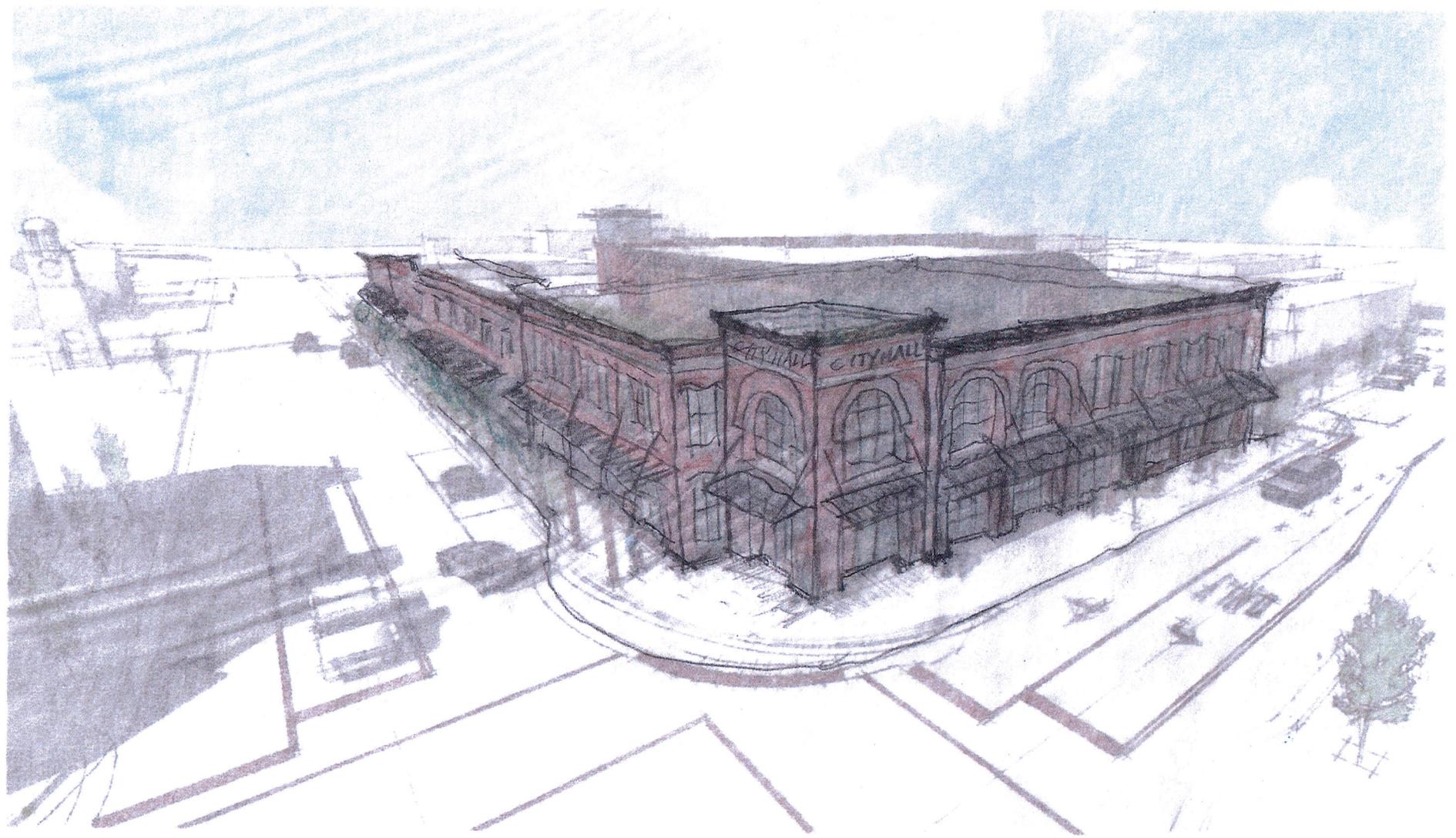
2nd Floor

WRAP AROUND ELEVATOR STAIR

City Hall: Plan Organization
WHITEFISH CITY HALL AND PARKING STRUCTURE



1/13/15 Rhonda Fitzgerald's drawing



SW Corner



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.

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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)

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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

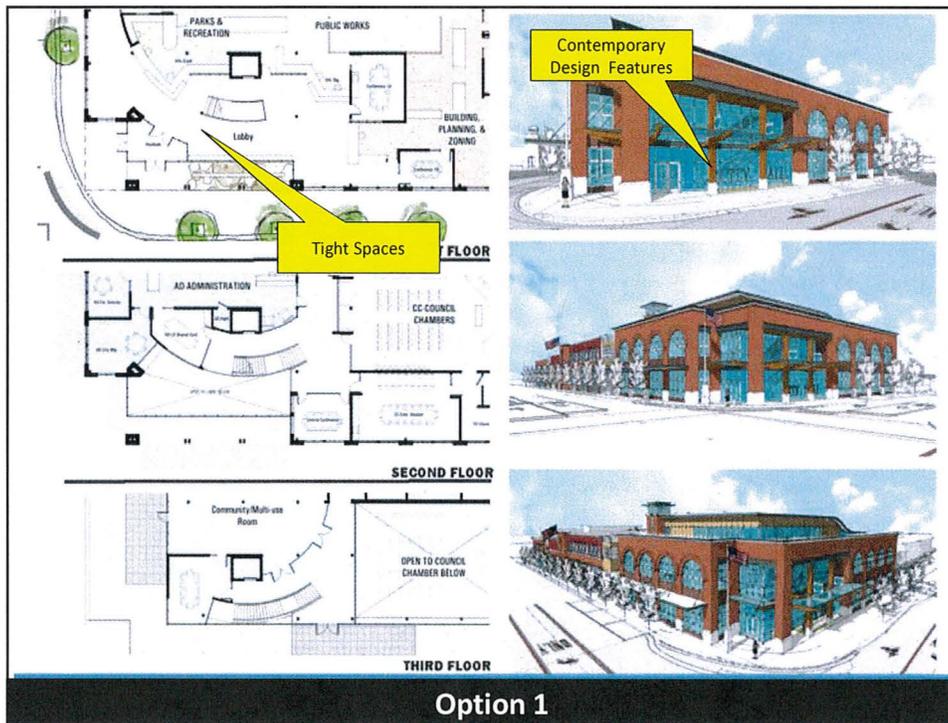
CRANDALL ARAMBULA
520 SW Yamhill, Roof Suite 4
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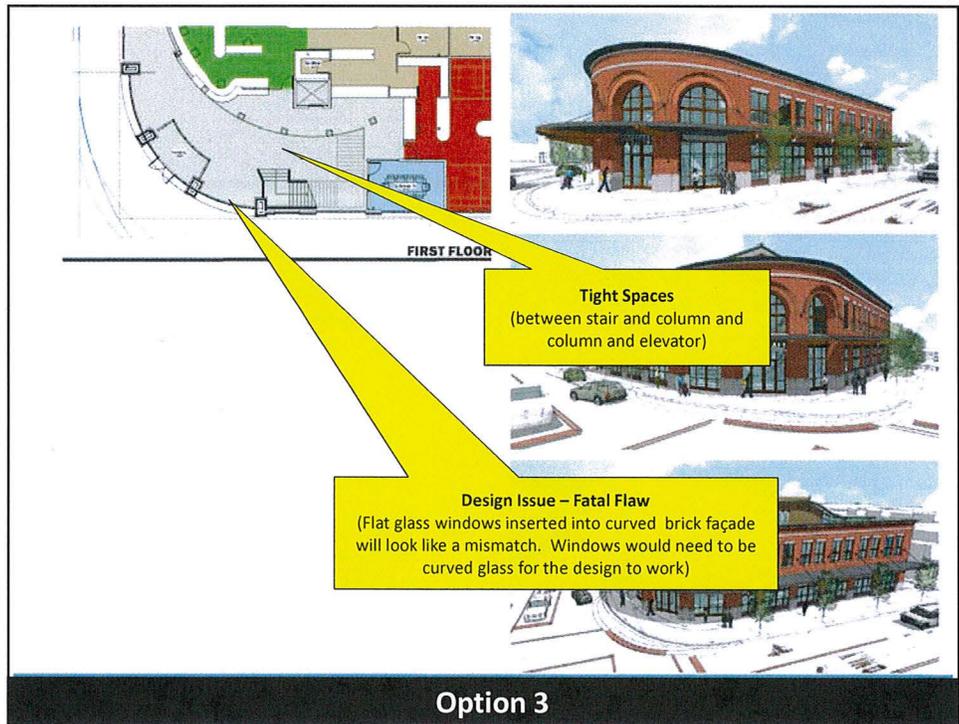
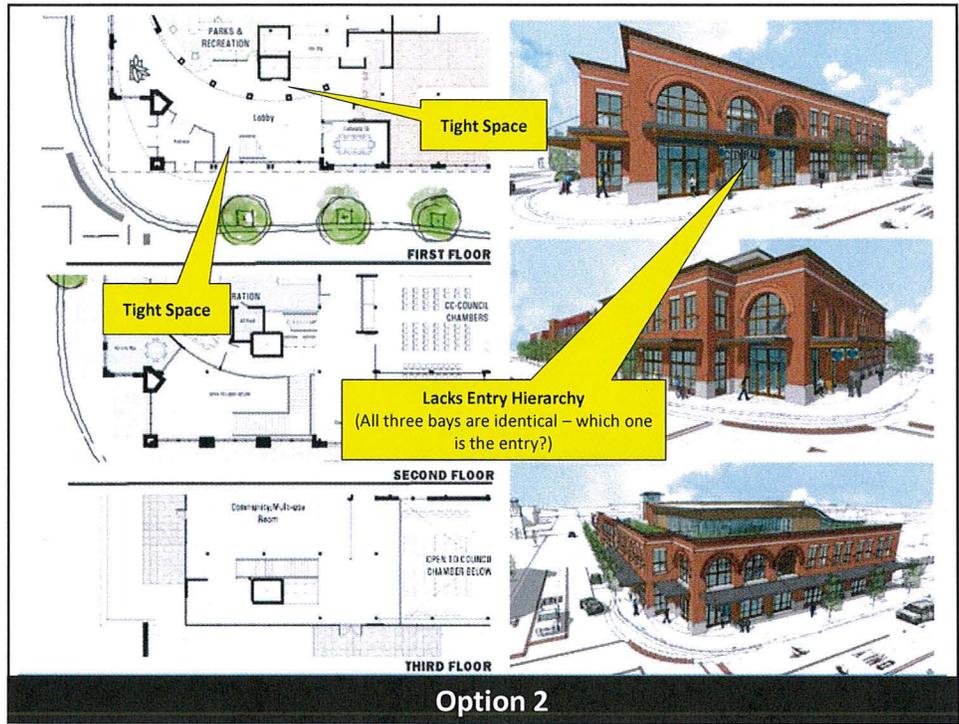
Revitalizing America's Cities

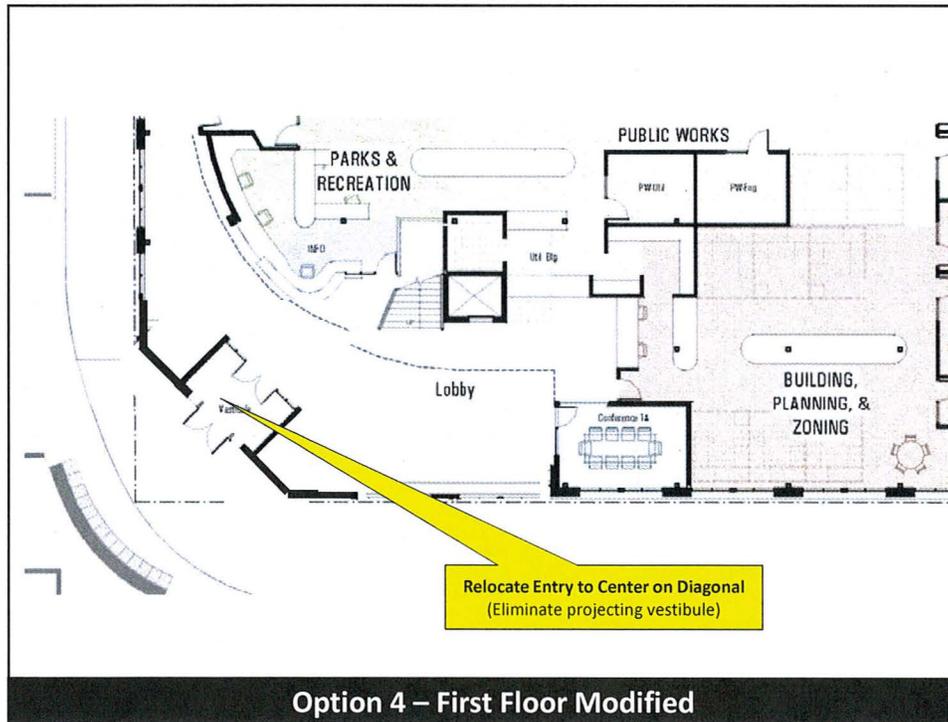
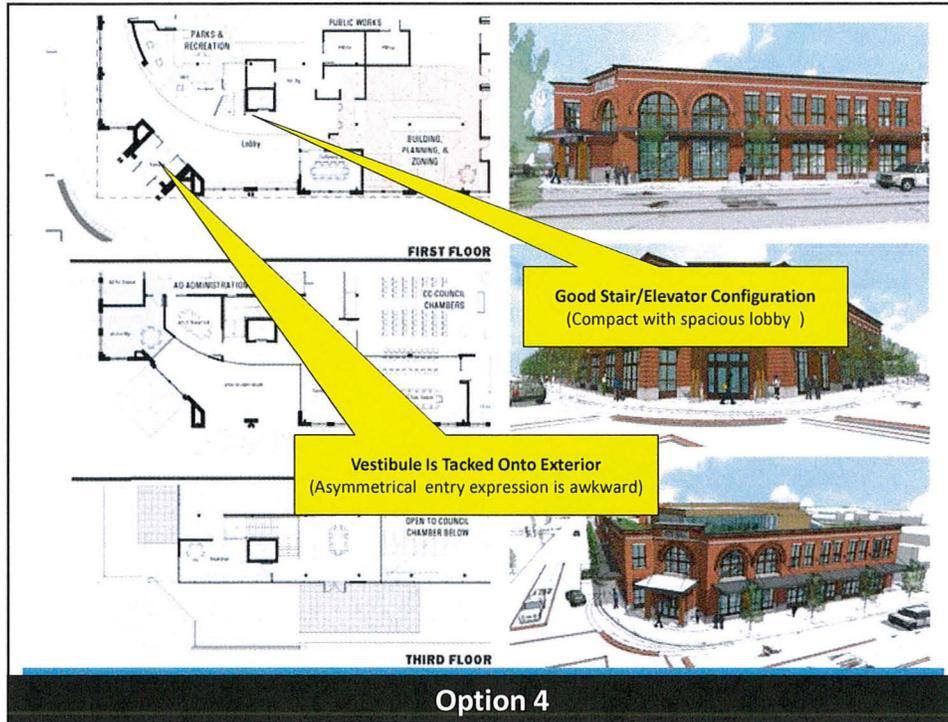
Whitefish City Hall Design Review Summary

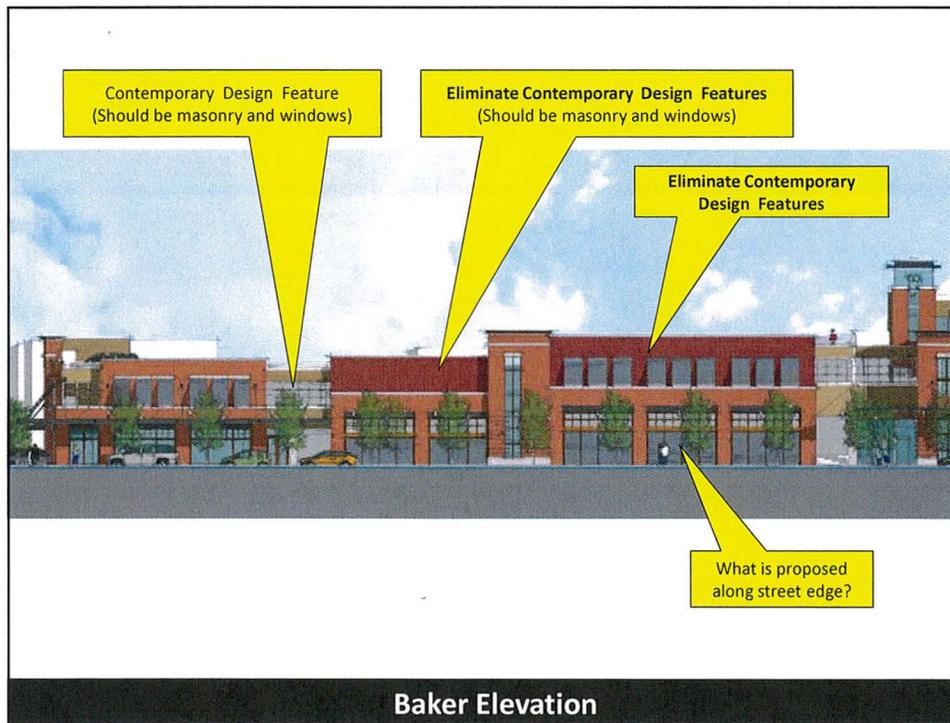
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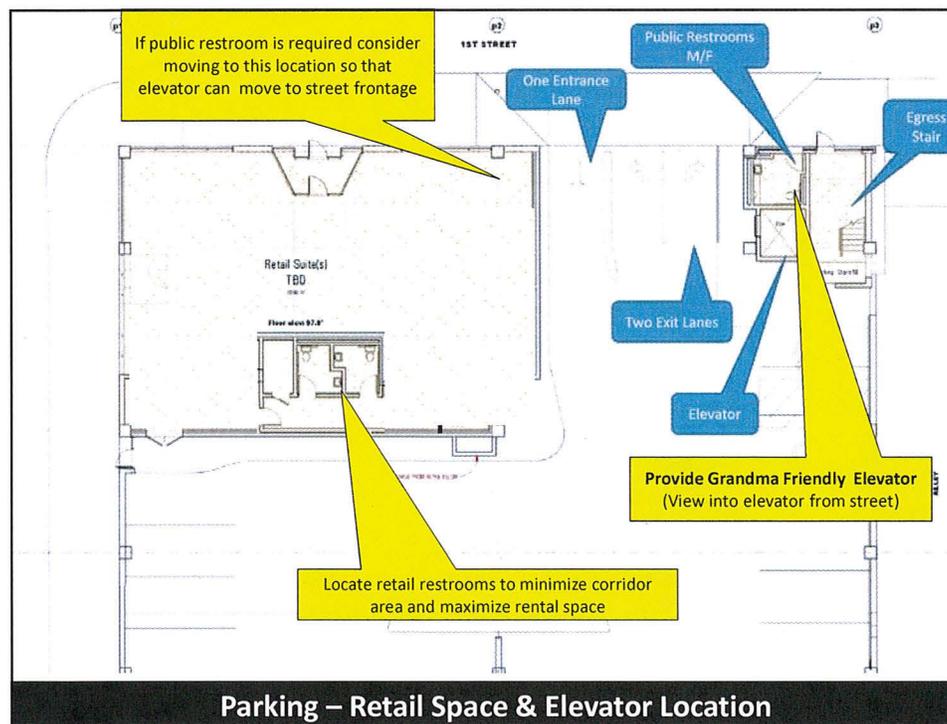
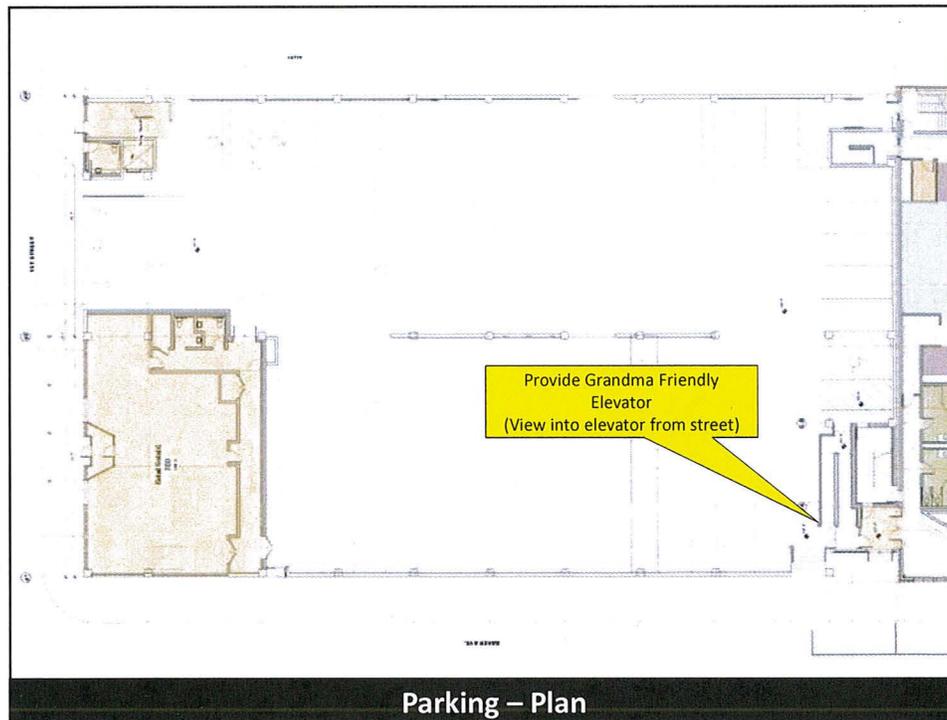
CRANDALL ARAMBULA PC











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

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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

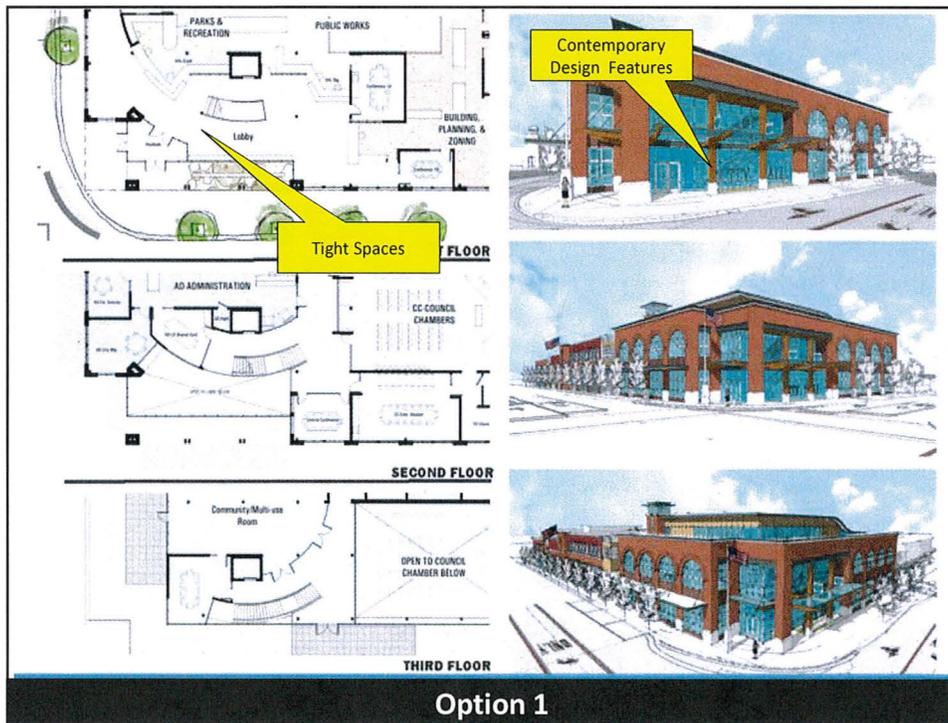
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Portland, OR 97204
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503.417.7904 - fax
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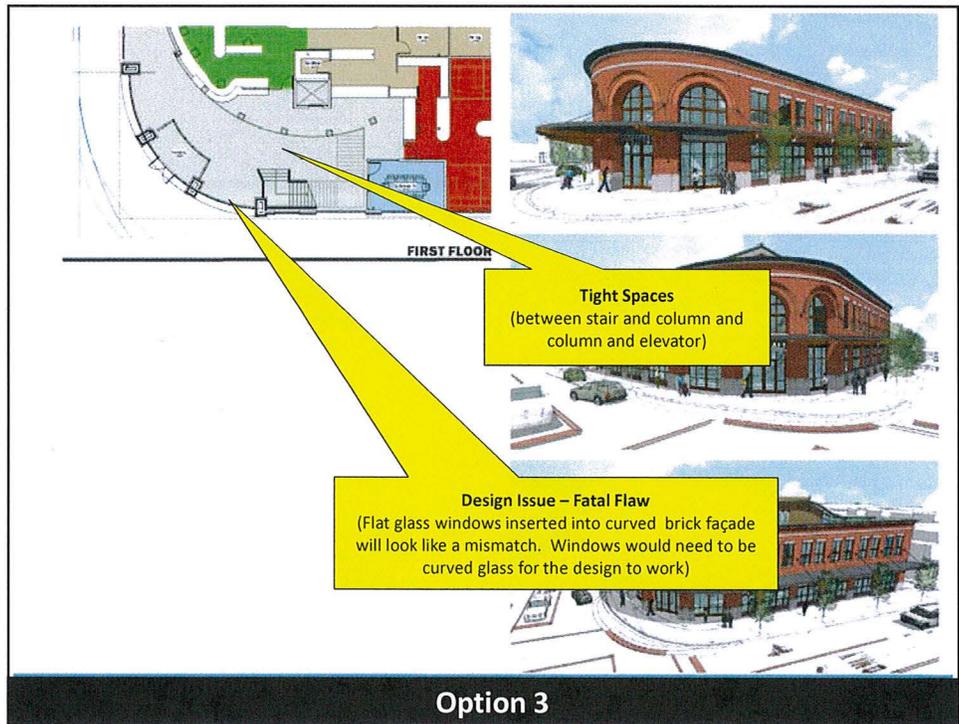
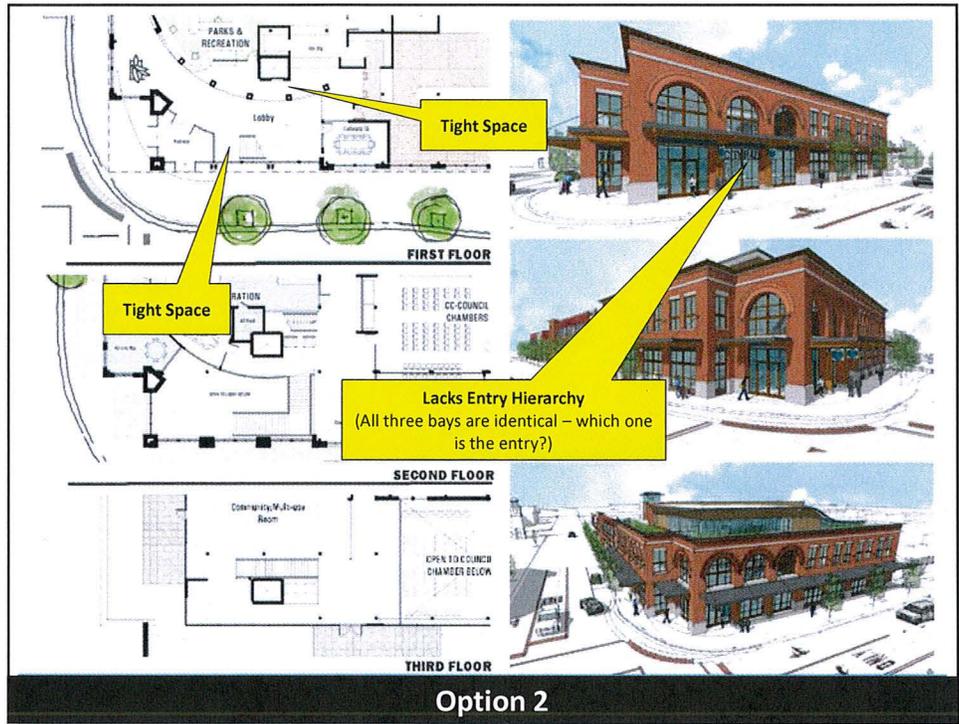
Revitalizing America's Cities

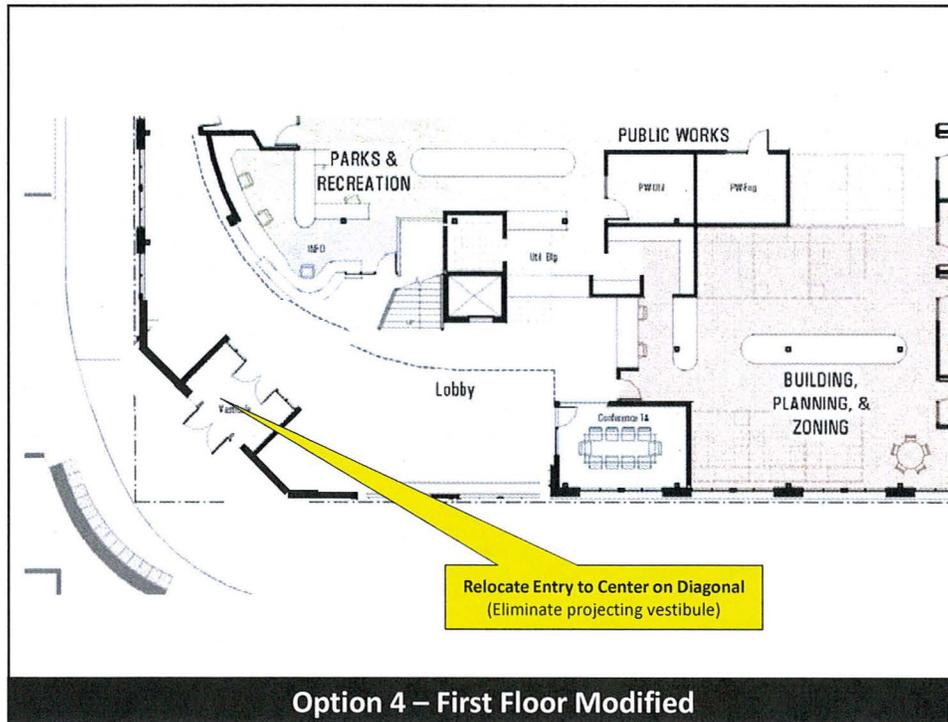
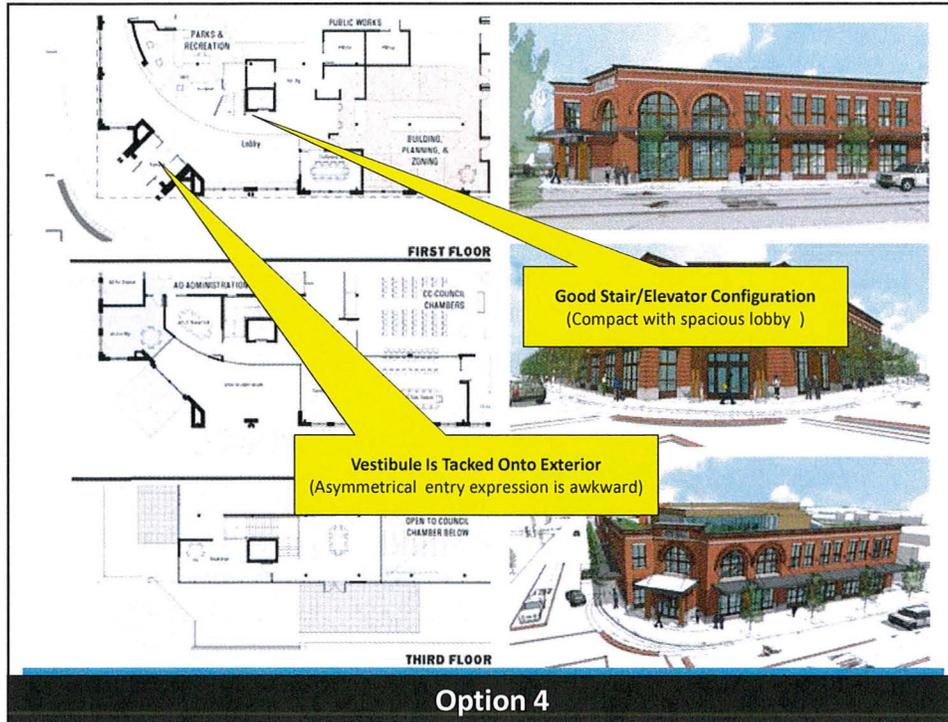
Whitefish City Hall Design Review Summary

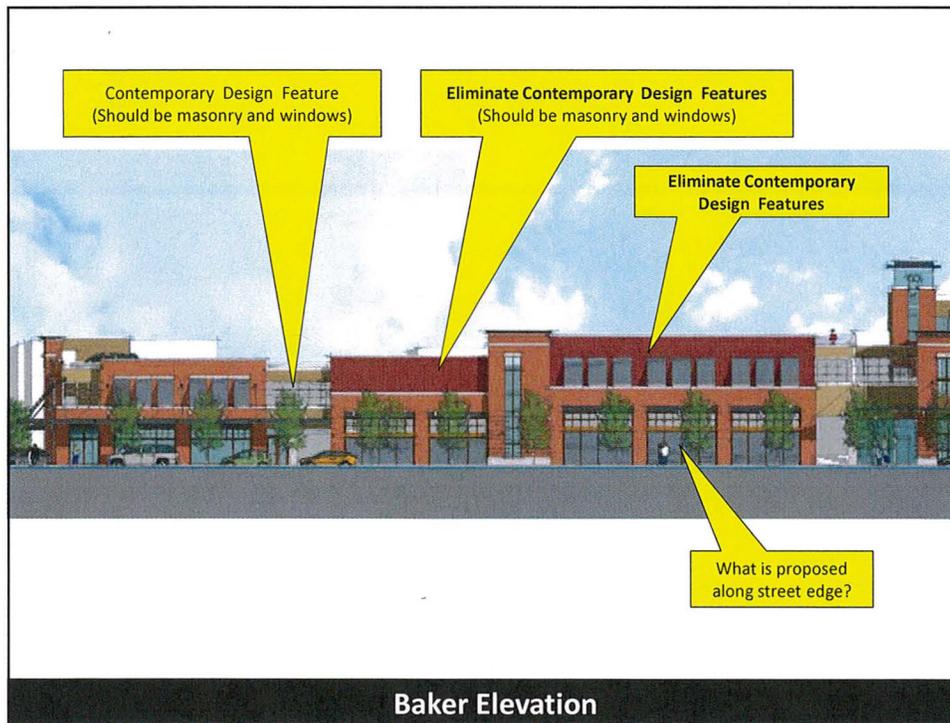
December 29, 2014

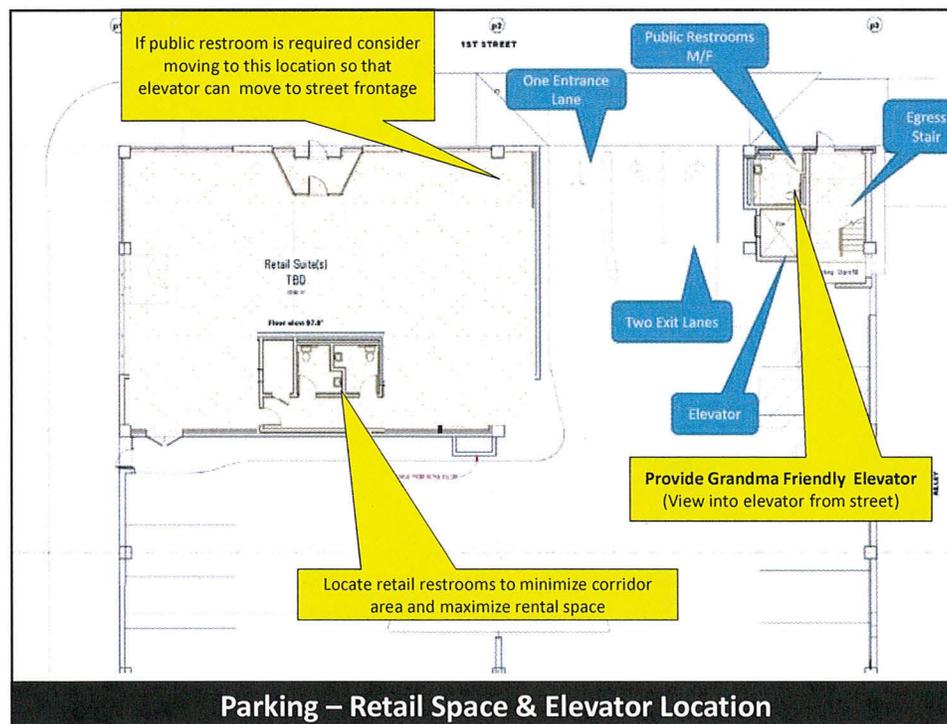
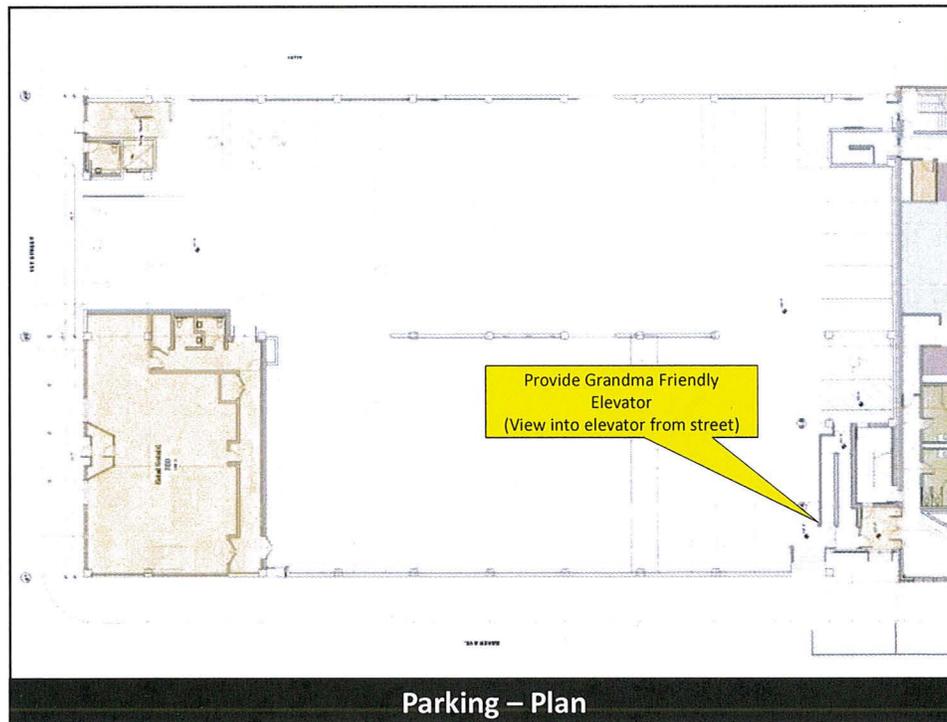
CRANDALL ARAMBULA PC











	A	B	C	D	E	F	G	H	I	J	K	L	M	N
5	Future City Hall and Parking Structure		Current Cost Estimates	09/26/14										
6														
7														
8														
9			Basic City Hall w/ 3,535 sq. ft. basement	Basic Parking Structure	Basic City Hall + Parking Structure	Additional Cost for Full City Hall Basement	Additional Cost for 3rd Floor City Hall	Additional Cost for Retail at 1st & Baker		City Hall Totals	Parking Structure Totals		Total	
10														
11	Square Footage		23,538	90,419	113,957	4,145	3,563	3,101		31,246	93,520		124,766	
12														
13	Basic Construction Cost		\$4,820,320	\$5,082,000	\$9,902,320	\$414,500	\$781,830	\$565,000		\$6,016,650	\$5,647,000		\$11,663,650	
14	Allocation of General Conditions		\$114,271	\$120,475	\$234,746	\$9,826	\$18,534	\$13,394		\$142,631	\$133,869		\$276,500	
15	Allocation of Site Development		\$89,846	\$94,724	\$184,570	\$7,726	\$14,573	\$10,531		\$112,145	\$105,255		\$217,400	
16	Allocation of Contingency		\$251,222	\$264,860	\$516,082	\$21,603	\$40,747	\$29,446		\$313,572	\$294,306		\$607,878	
17	Allocation of Development Costs		\$587,297	\$619,180	\$1,206,477	\$50,502	\$95,256	\$68,838		\$733,056	\$688,018		\$1,421,074	
18														
19	Sub-totals		\$5,862,957	\$6,181,239	\$12,044,196	\$504,157	\$950,940	\$687,210		\$7,318,054	\$6,868,448		\$14,186,502	** varies by
20	Add Furnishings		\$420,000							\$420,000			\$420,000	\$1 - \$2 by
21	Total Cost		\$6,282,957	\$6,181,239	\$12,044,196	\$504,157	\$950,940	\$687,210		\$7,738,054	\$6,868,448		\$14,606,502	rounding error
22														
23	Basic Construction Cost per square foot		\$205	\$56	\$87	\$100	\$219	\$182		\$193	\$60		\$93	
24	Total cost per square foot		\$267	\$68	\$106	\$122	\$267	\$222		\$248	\$73		\$117	
25														
26														

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

January 13, 2015

Whitefish Mayor and City Councilors:

I would like to make a couple of comments on the City Hall/Parking Structure Public Hearing. I first would like to thank you for always listening to all the comments that you received on this project. If you decide to go with the wrap-around staircase I would like to see the elevator and office brought out at least 5' if not a little more. The reason for this thought is the lobby area seems quite large from the elevator to the window as there was another 8' added to the lobby with bringing the building out to the lot line. This would also give more office space which will be needed if there is no 3rd floor.

Also with the wrap-around stairway it looks like there will not be a straight shot to the Utilities Department like in the other drawings. This is very important to have as the Utilities Department and the cashier work closely together.

I would love to see a 3rd floor added as I believe it will be needed in the future. I know the cost is very high for the 3rd floor as this time but it would probably be double that in a few years. I feel that in 10 years when we need to expand and we have to spread out again the citizens will be asking why it was not built in the first place.

The new designs that Mosiac has sent are getting a lot closer to what I believe everyone is looking for. I believe there could be a little more tweaking on the outside.

Thank you for listening to everyone's comments.

Vanice Woodbeck
Assistant City Clerk

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MANAGER REPORT

January 14, 2015



JOHN WILSON, PUBLIC WORKS DIRECTOR RESIGNS TO BECOME PUBLIC WORKS DIRECTOR FOR CITY OF MISSOULA

John Wilson, Public Works Director, informed me recently that he has accepted an offer to become the Public Works Director for the City of Missoula. The Missoula City Council approved the appointment at their meeting on January 12th. John's final day of work in Whitefish is still not completely determined, but it will likely be in late January or early to mid-February.

While I have greatly appreciated John's responsiveness, support, and always good advice during my six years here and will be very sorry to see him go, I also am happy for him. A new opportunity will likely be invigorating and challenging, so it will be good for him. We will lose 17 years of institutional information and someone who handled many issues and projects very well. John was especially good when dealing with the public and not getting overly defensive when complaints came in. He always tried to find a good solution that worked for as many people as possible.

I will likely let a new Human Resources Director organize the hiring process for a replacement for John. He has about 10.5 weeks of vacancy savings that we have to pay off, so I hope that a HR Director can work on that hiring as soon as he/she begins work.

HR DIRECTOR

There were 51 applications for our new position of Human Resources Director by the deadline on January 7th. I have narrowed down the applications twice with 25 applicants remaining in consideration. I will try to work on it some more this week and Necile will help in the review and reduction of applicants and then the interviews.

RESORT TAX

Resort Tax collections for November were down by 0.3% or which is only \$395 compared to November of last year. I had heard anecdotally that one lodging entity was way down for November, but looking at the table and graphs of collections in the packet, Lodging and Retail were up in November and Bars/Restaurants were down almost 10%. There are several Bars/Restaurants who are one month delinquent in November, so when they pay up it may come back up somewhat. For the year to date through November, collections are up by 5.23% or

\$54,377. A copy of the most recent monthly report showing recent trends and graphs is attached with this report in the packet.

MONTANA RESERVED WATER RIGHTS COMPACT WITH CONFEDERATED SALISH AND KOOTENAI TRIBES AND THE FEDERAL GOVERNMENT

The revised water rights compact was released to the public last week and it can be read at the DNRC website at <http://www.dnrc.mt.gov/rwrcc/Compacts/CSKT/Default.asp>. I am attaching a copy of the summary of the compact to this report. I checked the summary and our most important issue is unchanged – the off-reservation water rights issue is still proposed to be resolved by giving the CSKT co-ownership of existing in-stream water rights on tributaries to the Flathead River and Flathead Lake (among other areas as well). This co-ownership only gives the CSKT the same right that Montana Fish, Wildlife, and Parks already has to make water calls in order to maintain in-stream flows for fish health and safety. To our knowledge, Montana FWP has never had to make any calls that affected our water rights, therefore we don't believe this compact will affect our water rights. There is a statement which I highlighted in the attached copy of the compact summary that “None of these rights would diminish the existing water supply available for new development.”

MONTANA DEQ UPCOMING PUBLIC MEETING ON BNSF DIESEL PLUME UNDER THEIR RAILYARD

Staff from the Montana Department of Environmental Quality contacted us over the last two weeks to schedule a future public meeting on the status of the cleanup of the diesel plume under the BNSF rail yard. The meeting will be Thursday, March 12th in the City Council Chambers beginning most likely at 6:00 p.m.

There is also a new document at the DEQ website at <http://deq.mt.gov/StateSuperfund/Whitefish.mcp#Documents> called the Remedial Investigation Supplemental Report, but I was not able to load it. I did ask DEQ to check to make sure the link was good.

OWNER'S REPRESENTATIVE FOR CITY HALL/PARKING STRUCTURE CONSTRUCTION

I completed and issued the Request for Proposals (RFP) for an Owner's Representative to help us oversee the construction of a new City Hall/Parking Structure. An Owner's Representative takes the day to day oversight of the construction project from city staff (I would not have time to oversee such a large project, nor do I have the qualifications). Proposals are due by 4:00 p.m. on January 30th. A copy of the RFP is included in the packet with this report.

MEETINGS

Whitefish Face Working Group (12/8) – This group of diverse people with many interests in the Flathead National Forest area of the Whitefish Face (south face of the Whitefish Range north of Whitefish) met to go over final changes to their proposal that will go to the Forest Service for mechanical treatments, prescribed burns, and new recreational trails on the Whitefish Face. Representatives of the group will meet with USFS officials on January 22nd to do an informal, preliminary review of the concepts to be proposed so that the group can get some input prior to make a formal proposal.

UPCOMING SPECIAL EVENTS

Whitefish Winter Carnival – February 6, 7, 8

REMINDERS

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.

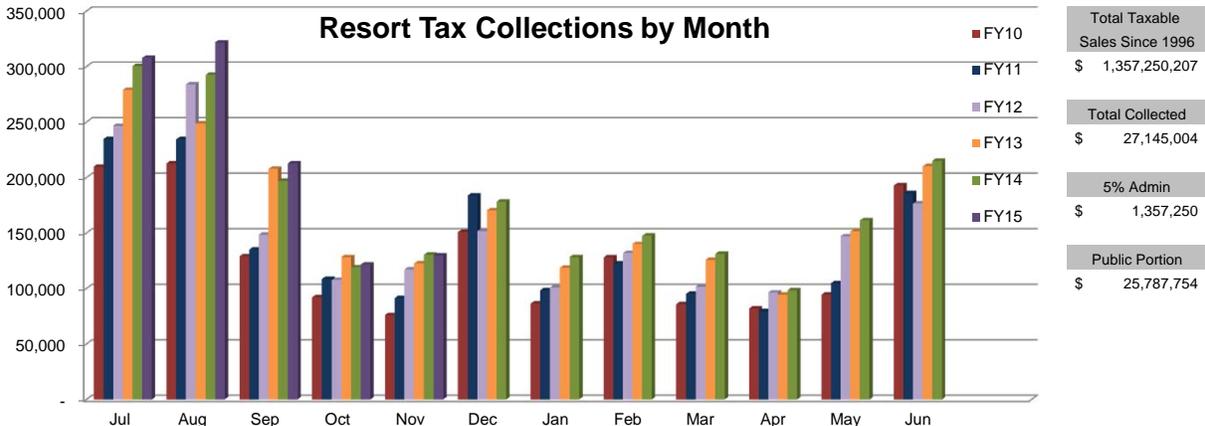
Respectfully submitted,



Chuck Stearns, City Manager

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
		Restaurants	Collected						
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	13.1%		\$ 643	\$ 279,551	
Aug-12	53,361	92,463	102,812	248,636	-12.4%		444	249,080	
Sep-12	57,000	77,503	73,232	207,734	39.9%	8.3%	533	208,267	
Oct-12	24,519	54,631	49,137	128,288	19.4%		434	128,722	
Nov-12	8,099	40,326	74,122	122,547	4.6%		379	122,926	
Dec-12	15,490	66,046	88,956	170,492	12.4%	11.9%	393	170,885	
Jan-13	13,152	51,930	53,396	118,478	17.3%		363	118,841	
Feb-13	18,023	55,180	66,995	140,198	6.4%		413	140,611	
Mar-13	16,171	56,231	53,318	125,720	23.7%	14.9%	405	126,125	
Apr-13	10,105	42,230	42,325	94,660	-1.8%		466	95,126	
May-13	19,009	52,303	80,090	151,402	2.9%		427	151,829	
Jun-13	41,222	74,833	94,085	210,140	19.1%	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	7.7%		496	300,993	
Aug-13	77,809	108,131	106,422	292,362	17.6%		434	292,796	
Sep-13	50,377	77,416	69,328	197,120	-5.1%	7.4%	434	197,554	
Oct-13	16,851	48,015	54,271	119,137	-7.1%		434	119,571	
Nov-13	6,831	47,701	75,780	130,312	6.3%		2654	132,966	
Dec-13	21,782	64,884	91,585	178,251	4.6%	1.5%	404	178,655	
Jan-14	16,848	54,481	56,839	128,169	8.2%		404	128,573	
Feb-14	22,323	58,758	66,487	147,568	5.3%		404	147,972	
Mar-14	15,770	64,178	51,114	131,061	4.2%	5.8%	409	131,470	
Apr-14	10,065	41,894	46,458	98,417	4.0%		455	98,872	
May-14	18,993	58,791	83,683	161,467	6.6%		455	161,922	
Jun-14	44,865	69,190	101,053	215,107	2.4%	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	
Nov-14	8,530	43,076	78,311	129,917	-0.3%		359	130,276	
Total FY15	\$ 254,024	\$ 400,500	\$ 439,281	\$ 1,093,806	YTD Compared to Last Year		\$ 1,788	\$ 965,677	
YTD vs Last Year	8.70%	5.42%	3.16%	5.23%	or	5.23%	Taxable Sales FY15	\$ 57,568,727	
FY15 % of Collections	23%	37%	40%		\$	54,377			
Grand Total	\$ 4,608,945	\$ 9,593,420	\$ 11,585,389	\$ 25,787,754			\$ 757,582	\$ 26,415,969	
% of Total Collections	18%	37%	45%				2.9% Average since '96		



Summary of the Proposed Compact and Ordinance for the Flathead Reservation Water Rights Settlement

January 8, 2015

Introduction

The Confederated Salish and Kootenai Tribes (CSKT or Tribes), the State of Montana, and the United States (collectively the Parties) have negotiated a proposed water rights settlement that includes a Compact that will quantify the water rights of the Confederated Salish and Kootenai Tribes on and off the Flathead Indian Reservation (Reservation) and a Unitary Administration and Management Ordinance (also referred to as Law of Administration) that provides for the administration of water rights on the Reservation.

The current agreement contains significant changes from the settlement components presented to the 2013 Montana Legislature. In 2013, the proposed settlement included a Compact negotiated by the Parties and a Flathead Indian Irrigation Project Water Use Agreement, negotiated by the Flathead Joint Board of Control, the Tribes, and the United States, which was appended to the Compact; however, the 2013 Montana Legislature did not ratify the Compact. The dissolution of the FJBC in 2013 meant that the Water Use Agreement was no longer valid. In 2014, the Parties agreed to a limited reopening of negotiations to resolve the issues that were addressed in the Water Use Agreement.

Changes include:

- The Compact sets River Diversion Allowances (RDAs) for the Flathead Indian Irrigation Project (FIIP) and allows for their evaluation and adjustment to meet historic farm deliveries as defined in the Compact.
- The Compact eliminates the concept of a Farm Turnout Allowance, leaving distribution of water within the FIIP to the Project Operator.
- The Compact contains an evaluation process to ensure that modeled RDAs meet Historic Farm Deliveries.
- The Compact provides a for FIIP delivery entitlement statement; assessed land within the FIIP is entitled to have water delivered by the Project Operator if in compliance with the applicable BIA rules and guidelines for FIIP. The delivery entitlement runs with the land and is valid so long as the land remains assessed.
- The Compact includes a shared shortage provision to meet both the RDAs and instream flows in low-water years.
- The Compact includes the low-cost block of power and net revenue provisions from the Water Use Agreement.
- The Compact includes a process to measure and allocate water and provide for within year adjustments in response to climatic and hydrologic conditions.
- The Compact includes a schedule for the implementation of Operational Improvements and Rehabilitation and Betterment projects and a process to incrementally increase instream flows as these projects are implemented.

- The Compact provides an opportunity for water saved through increased efficiency on the project to be split between instream flows and irrigation uses once target instream flows are satisfied.
- The Compact provides irrigators and the FIIP Project Operator a role in water management and the implementation of these projects.
- The Compact does not require irrigators to relinquish filed water rights claims or affect their ability to pursue those claims in the Montana General Stream Adjudication.
- The Parties made changes to various provisions in response to recommendations from the Montana Water Policy Interim Committee. For a summary of these changes, visit: http://www.dnrc.mt.gov/rwrcc/Compacts/CSKT/wpic/2014-12-12_revised_wplic_response.pdf.

The proposed Compact and Ordinance would:

- Protect valid existing water uses as those rights are ultimately decreed by the Montana Water Court or permitted by the DNRC.
- Provide legal protection for post-1996 domestic wells and permits that are currently not legally permitted on the Reservation.
- Establish a process to permit new uses such as domestic, stock, wetlands, municipal, hydropower, industrial, commercial, and agricultural uses on the Reservation.
- Provide a process for changes to existing water uses.
- Provide funding for improved water measurement and water supply forecasting.
- Provide funding for habitat and FIIP improvements.
- Quantify the Tribes' water rights for all time. Recognizes Tribal instream flow rights on and off the Reservation in exchange for the Tribes' agreement to relinquish all other claims within the state.
- Provide additional water from the Flathead River and Flathead Lake (which includes an allocation from Hungry Horse Reservoir) to meet CSKT instream and consumptive water needs and provide a process to lease portions of this additional water for new development.
- Recognize existing Tribal uses, including traditional Tribal cultural and religious uses.
- Establish a joint state-tribal board to administer water use on the Reservation under a Reservation-specific law.
- Provide flexibility, local control, and certainty.

The Montana Reserved Water Rights Commission will hold public meetings to explain the Compact and seek public comment on:

- **January 9, 2015** - Ronan Performing Arts Center - 35885 Round Butte Road, Ronan MT; at **4 pm** -Public meeting with technical staff for on-Reservation irrigators; at **7 pm** - Public meeting with the MT-RWRCC on Revised Compact
- **January 10, 2015** – at **9 am** at Hilton Garden Inn Kalispell - 1840 Highway 93 South - Kalispell MT.
- **January 12, 2015** – at 7 pm at the Great Northern Hotel - 835 Great Northern Blvd., Helena MT. The Montana Reserved Water Rights Commission will take public comment and consider approval of the Revised Compact.

Summary of Compact Provisions

This document summarizes key parts of two lengthy and detailed documents; please refer to the proposed Compact and Ordinance for further information on any issues of particular interest.

The framework for the water rights settlement requires some historical background. In 1855, the Tribes entered into a treaty with the United States. In the Hellgate Treaty, the Tribes reserved an exclusive Tribal homeland—the Flathead Indian Reservation—and retained hunting, fishing, trapping and gathering rights throughout their aboriginal territory. On the Reservation, the Tribes have retained the “the exclusive right of taking fish in all the streams running through or bordering said reservation.” Federal Courts have determined that this right carries with it a “time immemorial” instream flow water right to sustain fisheries. Further, the United States Supreme Court has ruled that the language in the treaty that reserves the “right of taking fish at all usual and accustomed places, in common with citizens of the Territory...” means more than the ability to dip a net into water and have it come out empty. While it has not been finally determined in all cases whether this language also carries a right to instream flow water rights, it indubitably gives the Tribes substantial claims to such rights—claims that absent a settlement would have to be resolved on a claim by claim basis through the statewide general stream adjudication and any appellate litigation that might follow. Instream flows for fishery purposes are a “time immemorial” water right, senior to all other water rights

In 1908, the U.S. Supreme Court ruled that when the United States sets aside land for an Indian reservation, a quantity of water is reserved sufficient to fulfill the purposes of the reservation and the priority date of the water right to meet tribal consumptive needs is the date of the treaty (in this case, the Hellgate Treaty of July 16, 1855). Therefore, the Tribes’ consumptive rights are senior to all other water rights on the reservation.

Aboriginal and Indian reserved water rights differ from state-based water rights in significant ways: 1) the priority date for aboriginal water rights is time immemorial and the priority date for Indian reserved water rights is the date the reservation was created – *not* the date water was first put to beneficial use; 2) they are not measured by beneficial use but rather encompass all the water necessary to satisfy the purposes for which the reservation was created, including both present and future uses; and 3) they cannot be abandoned or lost through non-use. Moreover, in determining the extent of tribal water rights associated with treaties, courts must interpret the treaty language in the light most favorable to the tribes and as the tribal signatories would have understood the treaty at that time.

While the legal basis of the Tribes’ claims to water rights is well established, especially on the Reservation, the full extent of the Tribes’ rights has not yet been quantified. The Montana General Stream Adjudication requires the quantification and legal determination of *all* pre-1973 claims to water rights in Montana, including aboriginal and Federal reserved water rights claimed by the CSKT and the United States on their behalf. The Montana legislature established the Reserved Water Rights Compact Commission to negotiate with Montana tribes and the United States “conclude compacts for the equitable division and apportionment of waters between the state and its people and the several Indian tribes claiming reserved water rights

within the state.” Section 85-2-701, MCA. The Commission has negotiated compacts for Montana’s other six Indian reservations that have been ratified by the Legislature. The CSKT compact is the final compact remaining to be resolved in the State of Montana. Settlement allows for protection of existing junior uses that is not possible through litigation and leads to a more comprehensive and flexible outcome.

Key Elements of the Proposed Compact

Protection of Existing Uses of Water: The proposed Compact would provide measures to protect valid existing uses of water as decreed by the Water Court or permitted by the DNRC. It also provides a mechanism to protect existing domestic and stock uses of groundwater that are generally exempt from the State’s permitting process, and provides an expedited process for new domestic and stockwater wells and replacement wells, similar to that which exists off the Reservation. There is NO metering requirement for new wells serving fewer than three homes or businesses.

The Tribes and the United States would agree to relinquish their right to exercise the Tribal water right to make a call against *any* non-irrigation water right as well as against groundwater irrigators that use less than 100 gallons per minute. The Tribes and the United States would also provide call protection for *all* water rights upstream of the Reservation, except for irrigation rights sourced from the mainstem of the Flathead River, including Flathead Lake, or the North, South, or Middle Forks of the Flathead River.

Water for the FIIP: The Compact includes River Diversion Allowances (RDAs) to meet Historic Farm Deliveries as defined by the Compact. The FIIP Project Operator would allocate this water among irrigators as it has always done. Internal FIIP operations would be left solely to the determination of the Project Operator. The concept of a farm turnout allowance is eliminated. The Compact includes provisions to evaluate the RDAs and adjust them if necessary to meet Historic Farm Deliveries. In the event that additional water is required to meet Historic Farm Deliveries, it would come from additional pumping from the Flathead River using money from the Montana Pumping Fund.

Adaptive Management: The Compact includes a process to measure and allocate water on the FIIP and to provide for within year adjustments that are necessary to address variability in water supply. The process includes:

- Establishment of comprehensive water measurement and reporting programs that are publicly accessible;
- Planning, design, and implementation of water management planning tools, including water supply forecasting methods, operational models for division of water between FIIP Instream Flows and the FIIP Water Use Right, and water accounting programs; and
- Planning for and implementation of Operational Improvements and Rehabilitation and Betterment.

Funding: Montana will seek funding from the Montana Legislature for implementation of parts of the settlement. Within five years of federal ratification of compact legislation, the State has committed to:

- Four million for water measurement activities;
- Four million for improving On-Farm efficiency;
- Four million for mitigating the loss of stockwater deliveries from the Project;
- Thirty million to provide an annual payment to offset pumping costs and related projects; and
- Thirteen million to provide for aquatic and terrestrial habitat enhancement.

The Tribes will dedicate part of the settlement funding they receive from the United States to fund portions of the operational improvements and the rehabilitation and betterment projects.

Power Provisions: The Tribes will continue to supply the low-cost block of power from Kerr Dam while they are Kerr Dan licensee and propose to use net-revenue distributions, when available, to support the settlement.

Quantification of CSKT On-Reservation Water Rights: The Compact would quantify the Tribes’ aboriginal and reserved water rights. These include water rights for the Flathead Indian Irrigation Project, instream flow and existing uses by the Tribes, tribal members, and allottees, including religious and cultural uses. The Compact would also quantify water rights for wetlands, high mountain lakes, Flathead Lake, the Boulder and Hellroaring hydroelectric projects, and minimum pool elevations for FIIP reservoirs. The Compact does not include the hydroelectric water rights for Kerr Dam, which are the subject of entirely separate proceedings and are considered state law-based water rights.

The newly negotiated portion of the Compact addresses the relationship between the exercise of the Tribes’ instream flow water rights and the river diversion allowances for the FIIP. The Compact and Ordinance also address the Tribes’ instream flow water rights for streams outside the FIIP. The Tribes will defer the enforcement of these rights until enforceable flow schedules have been established that are protective of existing users on those streams, through a process set forth in the Ordinance.

Flathead System Compact Water: The Compact quantifies a water right to “Flathead System Compact Water.” This term describes water from the Flathead River and water stored in Hungry Horse Reservoir that the Tribes may use to meet instream flow and consumptive use needs on the Reservation. The Tribes may also lease this water for use on or off the Reservation. The Compact provides access to lease 11,000 acre-feet of this water from Hungry Horse Reservoir at a fixed rate, to be administered by the State to mitigate for domestic, commercial, municipal, and industrial water development off the Reservation.

Water Rights on Land Acquired by the Tribes: The Tribes would own the state law-based water right associated with land the Tribes acquire on the Reservation, as those rights are finally decreed by the Water Court or permitted by the DNRC. Under the Compact, these water rights would be exercised in a manner consistent with their historic use.

Quantification of CSKT Off-Reservation Water Rights: Under the Hellgate Treaty, the CSKT claim off-reservation water rights to protect fishery resources. To settle these claims, the proposed Compact includes instream flow water rights for the maintenance and enhancement of

fish habitat in the Kootenai River (consistent with the fishery operations at Libby Dam under the Federal Columbia River Power System Biological Opinions and the Columbia River Basin Fish and Wildlife Program), the Swan River, and the Lower Clark Fork River. The tribes would also have five additional off-reservation instream flow rights in small tributaries that would not adversely impact existing uses.

The Compact would provide the Tribes co-ownership with Montana Fish, Wildlife, and Parks (MFWP) of existing water rights for instream flow and recreation purposes in the Clark Fork Basin, Bitterroot Basin, Kootenai Basin, and upper Flathead Basin. Co-ownership means parallel ownership—one water right with two owners that each has the independent ability to exercise the right. **None of these rights would diminish the existing water supply available for new development.** The Compact would also make the Tribes and MFWP co-owners of a water right formerly associated with the Milltown Dam. Ratification of the Compact by the Montana legislature would change the purpose of that right from hydropower to instream fishery, fulfilling the State's obligation under a separate legal document to maintain this right for non-consumptive instream uses. The Tribes and MFWP would work to develop joint management plans for the exercise of this right. The Compact would provide the Tribes with a beneficial interest in three contracts for the delivery of water from Painted Rocks Reservoir and Lake Como, both located in the Bitterroot Basin. These existing rights are the only rights that would be recognized for the Tribes in the Bitterroot Basin.

Administration of Water Rights: The Compact provides the framework for the administration of water rights on the Reservation through the Unitary Administration and Management Ordinance (or Law of Administration). It describes the process to 1) register existing uses of water; 2) change water rights; and 3) provide for new water development.

The Compact would establish a Water Management Board to administer the Compact and Ordinance on the Reservation. The Board would have five voting members: two members selected by the Governor based on recommendations from county commissions of the four on-Reservation counties; two members appointed by the Tribal Council; and one member selected by the other four members. The Department of the Interior would appoint a sixth, non-voting member. The proposed Compact and Ordinance describe the powers and duties of the Board and the process to review the Board's decisions. Neither the Board's jurisdiction nor the Ordinance's jurisdictional area would extend off the Reservation.

Key Elements of the Proposed Unitary Administration and Management Ordinance

The Unitary Administration and Management Ordinance provides procedures for the administration of water uses on the Reservation and the process for permitting new uses of water.

The Ordinance would be adopted in both Montana and Tribal law. It would become effective only when approved by both the Montana Legislature and the Tribes in connection with final ratification of the Compact by all three Parties. It cannot be changed by one party without the agreement of the other.

Registration: Water users do not need to register if they have already filed a claim in the adjudication or have received a permit or certificate of completion from the DNRC or are served by the FIIP.

The following water users would need to register their water uses with the Board:

- People with pre-1973 domestic or stock uses who did not file a claim for those uses in the adjudication.
- People with post-1973 domestic or stock uses who did not file completion forms with the DNRC (DNRC Form 602 or 605) or whose completion form was not processed by the DNRC.
- Tribal members and allottees using a portion of the Tribal water right.

Existing Domestic Wells: Domestic wells that have received a permit or certificate from the DNRC or registered under the provisions of the Ordinance would be fully protected from the exercise of the Tribes' senior water rights.

New and Replacement Domestic Wells: The proposed Ordinance provides an expedited process for domestic allowances for new and replacement wells.

New Domestic Wells: The source of water for domestic allowances can be wells or developed springs. The Ordinance describes domestic allowances for three categories:

- Individual allowances would be available to serve one home or business using a maximum of 35 gallons per minute, 2.4 acre-feet per year. This allowance would provide for irrigation of up to 0.7 acres. NO metering is required for individual allowances.
- Shared allowances would be available for up to three homes or businesses using a maximum of 35 gallons per minute and 2.4 acre-feet per year. Irrigation for two homes is limited to 0.5 acres and 0.75 for three homes. NO metering is required for shared allowances.
- Development allowances would be available for contiguous or closely grouped parcels of land under the same or affiliated ownership, including housing subdivisions or any combination of business and residential units. A development allowance would allow a combined maximum use of 35 gallons per minutes, and 10 acre-feet per year. The amount of irrigated land would be limited to 0.25 acres for each home or business within the development. Development allowances would require a measuring device on each well or developed spring.

Replacement Wells: Existing water users would be able to construct a redundant or substitute well without a change of use authorization if the rate and volume of the new well is equal to or less than that of the well being replaced and the water is from the same groundwater source as the well being replaced. The proposed Ordinance describes the process for filing a notice for the substitute well with the Water Engineer.

Stock Water Allowances: The proposed Ordinance provides an expedited process for new stockwater systems that use:

- Wells or developed springs that have a maximum flow rate of 35 gallons per minute and a maximum diverted volume of 2.4 acre-feet per year.
- Pits served by groundwater seepage or a non-perennial stream that have a maximum capacity of 5 acre feet and a maximum annual volume of 10 acre-feet per year.
- Tanks served by a perennial or non-perennial stream that have a maximum flow rate of 10 gallons per minute and a maximum diverted volume of 2.4 acre-feet per year.

Next Steps

- The Montana Reserved Water Rights Compact Commission is seeking public comment on the proposed Compact and Ordinance.
- The RWRCC has scheduled public meetings to explain the Proposed Compact and Ordinance, answer questions, and take public comment.
- The State and Tribes will conduct Legislative outreach and seek to present and explain the Proposed Compact and appendices to interested parties.
- The Montana Reserved Water Rights Compact Commission will meet on January 12, 2015 to decide whether to submit the Compact to the Legislature for approval.
- If approved by the Commission, the final Compact and Ordinance will be submitted to the 2015 session of the Montana Legislature.
- The U.S. Congress and the Tribes would also need to approve the settlement.
- After the three Parties act to approve the settlement, it would be submitted to the Water Court for final approval.

Submit written comments on the Proposed Compact or Ordinance to Mr. Chris Tweeten, Chair, MT RWRCC, 1625 11th Ave, Helena MT, 59620, or email to dnrrwrcc@mt.gov. Comments will be shared with all parties.

For copies of the proposed Compact and Ordinance and more information visit: **Montana:** <http://www.dnrc.mt.gov/rwrcc/Compacts/CSKT/Default.asp> and **CSKT:** http://www.cskt.org/tr/nrd_waternegotiations.htm or contact Rob McDonald, Confederated Salish and Kootenai Tribes (406) 675-2700 ext. 1222 or Arne Wick (406) 444-5700, Montana Reserved Water Rights Compact Commission.

Request for Proposals
City of Whitefish

Owner's Representative – City Hall/Parking Construction Design, Bidding, and Construction

The City of Whitefish desires to contract with an 'Owner's Representative' (or 'Owners Rep') during the planning, bidding, and construction of a new City Hall and Parking Structure. The estimated construction cost of the City Hall and Parking Structure is currently \$12,000,000.00 to \$14,000,000.00.

Fundamental Task: Act as the City's representative during all phases of the planning, bidding, construction, and completion processes related to constructing the new City Hall and Parking Structure.

The Owners' Rep will represent the interests of the City of Whitefish and will report directly to the City Manager and Mayor/City Council.

City Hall and Parking Structure Project:

The Project includes designing, constructing, furnishing and equipping a new City Hall and Parking Structure on the half block of Block 36 where the current City Hall is located. The project involves demolition of existing buildings and construction of a new City Hall and Parking Structure, currently estimated to cost for construction (not including ancillary costs) between \$12,000,000.00 and \$14,000,000.00. The project is currently in the Schematic Design phase and should progress to the Design Development phase in early 2015. Construction is estimated to begin in summer or early fall, 2015 and be completed approximately 18 months later. The City Hall building is estimated to be 23,500 to 31,500 square feet on two to three levels plus a basement and the parking structure is estimated to be 93,500 square feet with three decks.

See attached Project information (work-in-progress – facility program, concept layout, site plan, and schedule)

The primary responsibilities of the Owner's Representative shall be:

1. Scheduling, Reporting and Communications

- Establish and coordinate routine meetings amongst City Manager, Mayor/City Council, and Future City Hall Steering Committee.
- Generate and contribute, throughout all phases of project, informational reports as needed, detailing project progress, schedule, and financial status. The City will maintain all financial project accounting and reporting with Owners' Rep to assist in account and report formulation.
- Schedule, facilitate and attend meetings as a representative of the City. Owners' Representative shall attend meetings amongst the City Manager and Mayor/City Council

on a regular basis. The Owner's Rep shall provide a verbal and written update report to the City Manager and Mayor/City Council every two weeks and shall provide a brief verbal report at each City Council meeting (two per month). The Owner's Representative shall attend all meetings of the Future City Hall Steering Committee.

- Oversee the development of construction phasing plans in conjunction with the City Manager, Mayor/City Council, the General Contractor/Construction Manager, and the Architect.

2. Design

- Coordinate design timeline, deliverable timing and scheduled visits with architect.
- Manage process of reviewing design proposals, submittals and documentation - and - gathering input from the administration and staff, Mayor/City Council, and Future City Hall Steering Committee.
- Work with the City Manager and Mayor/City Council to communicate the proposed design to the community.
- Coordinate the process of gaining approval for the design at appropriate stages from the Mayor/City Council.
- Oversee and manage the completion of all project phases for the City, functioning as primary conduit between the City staff, Mayor/City Council, community and the architecture and engineering firms.
- Coordinate material specification submittals and selections with the City Manager and architect to assure installation of low maintenance products and highest life cycle value.
- Provide ongoing review and input directly to the architect to improve constructability and cost effectiveness including review of structural and other critical systems, design critical details and finish schedules as well as identification of missing information required for accurate bidding and accurate construction.
- Assist the architect in the process and solution that defines the scope of sustainability, costs and benefits for the project (e.g., pursuit of any/appropriate LEED Certification)

3. Construction

- Act as the City's representative during all phases of the planning, bidding, construction, and completion processes, including serving as the City's primary point of contact with the architect and general contractor.
- Under the direction of the City, establish an in-City construction office, including maintenance of related records, documentation, design data, drawings, correspondence, etc., pertaining to the project.
- Coordinate communication between the architect, general contractor, and the City Manager and staff regarding operational logistics, timing and construction requirements.
- Attend meetings with architect, city staff, general contractor/construction manager, sub-contractors.
- Oversee the on-site observation and review of all construction activities.
- In collaboration with the general contractor's Onsite Construction Manager, provide routine reporting on project progress. Track communication between the general contractor and the Architect including Change Order Requests and Requests for

Clarifications during the construction process to ensure effective communication and to mediate disputes.

- Approve all Change Orders up to a specified delegation of authority, and obtain approval from the City Manager for all Change Orders exceeding that delegation of authority.

4. Budgeting Contracts and Administration

- In conjunction with the City Manager facilitate all project related contract negotiations and scope of work progress or completion.
- Provide the review and analysis of the bidding process, and work with the architect and general contractor in support of the bid-out, sub-contracting and final cost estimating of the project.
- Provide review and analysis of the preliminary project estimates (based on architect's Schematic Design) from general contractor.
- Review bills and payment applications by architect and general contractor and provide the City with recommendation for payments.
- Coordinate, develop, and track budgets for approval by the City Manager.

5. Completion and Close-out

- In conjunction with the architect, manage the procurement, storage, handling, and installation of furniture, fixtures and equipment.
- Oversee General Contractor, Architect and City Manager in building commissioning process.
- Manage the project close-out process with general contractor, architect, engineers and City Manager.

6. Applicants shall submit the Following Information:

- Documentation on significant projects of similar scope, with project description and professional involvement
- Evidence of experience in construction management, field supervision, current construction methods and materials, technology design and application; project manager; sustainable project management and construction (municipal buildings, parking structures, or other)
- Examples of services you have provided for previous municipal building and/or parking structure construction projects or similar projects (including experience in evaluating how the project fulfilled the needs and requirements of the client).
- Demonstrated experiences with projects budgeted at \$12,000,000.00 or more.
- Experience in architecture and design (including knowledge and experience with LEED projects).
- Submit resume for each person or persons proposed to work on the project and define the scope of responsibilities for each person's role.
- Submit a range of fee proposal.
- All proposals shall be typewritten or prepared in ink and must be signed in longhand by the proposer or proposer's agent or designee, with his/her usual signature. A proposal

submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Proposals submitted by a proprietorship must be signed by the owner and the name of each person signing shall be typed or printed legibly below the signature.

- Insurance Requirements - The Proposer certifies that they can comply with the minimum insurance requirements of:
 1. Workers' compensation and employer's liability coverage as required by Montana law.
 2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
 3. Commercial automobile liability -- \$1,500,000 per accident.
 4. Professional liability in the amount of \$1,500,000 per claim.

The City shall be named as an additional insured on CGL and Commercial Auto liability.

With the exception of resumes, submit the above information in 10 pages or less.

Please mail or deliver three paper copies and a digital copy to
Chuck Stearns
City Manager
City of Whitefish
P.O. Box 158
418 East 2nd Street
Whitefish, MT 59937
(406) 863-2406

Please email digital response materials to cstearns@cityofwhitefish.org

Deadline for submission is Friday, January 30, 2015 at 4:00 pm

- i. January 30, 2015 – 4:00 pm: Deadline for receipt of submittals to RFP; digital (pdf) and hard copy
- ii. Week of February 9, 2015: Conduct interviews at City Hall; 45 (forty five) minute interview
- iii. February 17, 2015 – City Council selects Owner's Representative. Contract negotiations to follow.

7. Evaluation Criteria:

The RFQ for the Owners' Rep will be posted on the City's website.

The Selection Committee shall use the following criteria to rate the applicants and to provide a recommendation to the City Council.

The evaluation of proposals will be based on the following criteria (per the RFQ):

- Pertinent experience of the applicant
- Resumes of key personnel
- Commitment of specific personnel to the project
- Understanding of City needs and requirements
- Fee Structure

Disclaimer: This RFP does not form or constitute a contractual document. The City of Whitefish shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. Nor for other costs, including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of a proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees. This RFP is not to be construed as a contract or commitment of any kind. The City reserves the right to accept or reject any and all responses received as a result of this RFP if it is in the City's best interest to do so.

Request for Proposals
City of Whitefish
Owner's Representative – City Hall/Parking Construction Design, Bidding, and Construction

The City of Whitefish (“City”) requests proposals from qualified individuals or firms for the purpose of engaging a qualified Owner’s Representative for the construction of the proposed new Whitefish City Hall and Parking Structure.

The City intends to enter into a contract with the selected Owner’s Representative firm that will include scheduling, reporting, communication, design assistance, construction management, contracts, construction completion and close-out.

This RFP shall not commit the City to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The City reserves the right to accept or reject any and all responses received as a result of this RFP if it is in the City’s best interest to do so.

To meet the deadline for initial consideration, please submit hand delivered proposals no later than 4:00 P.M., MDT, Friday, January 30, 2015, at the office of the City Clerk, 418 East 2nd Street, Whitefish, MT 59937. Mailed proposals must be received by this time and date for initial consideration. The mailing address for proposals is: City Clerk, City of Whitefish, P.O. Box 158, Whitefish, MT 59937-0158. Please indicate "Owner’s Representative Whitefish City Hall and Parking Structure" on the outside of the sealed package.

All questions should be directed to the City of Whitefish, Attention: Chuck Stearns, City Manager, P.O. Box 158, Whitefish, MT 59937-0158. Telephone: (406) 863-2406. E-mail: cstearns@cityofwhitefish.org. A full RFP is available from Chuck Stearns or is on the City’s website at <http://www.cityofwhitefish.org/business/rfps-and-bids.php>.

Published in the Whitefish Pilot
January 14, 2015
January 21, 2015

MEMORANDUM

#2015-002



To: Mayor John Muhlfeld
City Councilors

From: Chuck Stearns, City Manager

A handwritten signature in blue ink that reads "Chuck Stearns".

Re: Staff Report – Future City Hall – Recommendation for selection of firm for General Contractor/Construction Manager

Date: January 13, 2015

Introduction/History

On November 3, 2014, the City Council approved using the Construction Manager At Risk method of bidding for the construction of the future City Hall and Parking Structure. Below is some background on that method of bidding and construction.

For the construction of municipal buildings and infrastructure projects, cities have long used and often been required to use what is called the “Design-Bid-Build” method. This method is where the city uses a Request for Qualifications (RFQ) or Request For Proposals (RFP) to select an architect or engineer (depending on type of project), the architect/engineer then designs the project and uses recent bidding information or standards to estimate cost, and finally the project is bid out and awarded to the lowest responsible bidder.

Because of some of the problems inherent in such methods (disagreements between architect and contractor and building owner, not using contractor knowledge and expertise in designing the building, increasing number of change orders, etc.), the private construction world and later the public construction world started considering and often using either “Design-Build” or “Construction Manager At Risk” methods of competitive selection and construction of projects in a number of situations.

In 2005, the Montana Legislature approved using alternative construction methods such as Design-Build or Construction Manager At Risk. The law is now codified as Section 18-2-501*et. seq.* MCA. To use this method of selecting a General Contractor/Construction Manager (GC/CM), a Request for Qualifications (RFQ) is issued for construction firms to submit their qualifications. Then the applicants are narrowed down to a smaller number of firms who are asked to submit a Request for Proposals (RFP) with more detailed information.

as shown in the packet, Martel Construction had the lowest fee proposal, but again, this method of selection focuses on a lot more than just a fee proposal –qualitative factors such as qualifications, references, prior experience on similar structure all play a more important role in the recommendation and selection than do the fee proposals.

Whichever firm the City Council selects, we will begin negotiations with that firm on a GC/CM contract based on their fee proposal. City Attorney Mary VanBuskirk has reviewed a preliminary contract for this work so we have gotten a start already. However, we have to negotiate the contract language and particulars of the scope of work with the selected contractor.

Financial Requirement

Any such fees will be paid by the City Hall Construction Reserve Fund (January 1, 2015 balance of \$2,098,030.5). This construction fund was created from Tax Increment revenues earmarked for construction of City Hall since 2004. Total construction costs and other costs will be paid by money in this fund, funds in the Tax Increment Fund, and a future Tax Increment Bond issue later this year.

Recommendation

Staff respectfully recommends the City Council select Martel Construction as the General Contractor/Construction Manager for the future City Hall/Parking Structure project and authorize the City Manager to enter into negotiations with Martel Construction for a contract to be presented for future City Council approval.

REQUEST FOR QUALIFICATIONS

**GENERAL CONTRACTOR /
CONSTRUCTION MANAGER SERVICES**

CITY OF WHITEFISH, MT
CITY HALL AND PARKING STRUCTURE



City of Whitefish
PO Box 158
Whitefish, MT 59937

November 10, 2014

I. INTRODUCTION

The City of Whitefish (Owner) is seeking a qualified General Contractor /Construction Manager (GC/CM) firms for the proposed new Whitefish City Hall and Parking Structure. The Owner will use the Request for Qualifications (RFQ) competitive procurement process to select and enter into a GC/CM Contract with a GC/CM firm.

Owner intends to enter into a GC/CM Contract with the selected GC/CM firm that will include Preconstruction Services and identification of a GC/CM Fee and Fixed Costs for General Conditions Work, with provisions for adding Construction Services through acceptance of a Guaranteed Maximum Price (GMP) by contract amendment. The amendment would include construction services through completion of the Project. Alternatively, Owner may, at its sole discretion, choose not to continue the GC/CM Contract beyond the completion of preconstruction activities and solicit bids from qualified contractors for the construction of the Project.

Owner will use the RFQ/RFP process to evaluate each of the Proposers' qualifications, capabilities and experience. Information will be obtained from the Statement of Qualifications and Proposals submitted in response to RFQ/RFP document, interviews, and discussions with former and present clients of Proposers.

When selected, the GC/CM will function as part of a team composed of the Owner, Owner's Representative(s), Architect(s) and others as determined by the Owner.

This RFQ/RFP shall not commit the Owner to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The Owner reserves the right to accept or reject any and all responses received as a result of this RFQ if it is in the Owner's best interest to do so.

This Procurement is governed by the laws of the State of Montana and venue for all legal proceedings shall be Flathead County.

By offering to perform services under this Procurement, all Proposers agree to be bound by the laws of the State of Montana including, but not limited to, applicable wage rates, Montana resident labor requirements, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, etc.

II. PROJECT BACKGROUND AND DESCRIPTION

Introduction

Currently Whitefish City Hall is located in the existing original City Hall and Annex buildings located at the corner of 2nd and Baker streets in downtown Whitefish. The occupied space is a combination of a turn of the century (1917) building and adjoining frame retail buildings, remodeled over the years for City offices that no longer serve their needs and function. Inefficiencies of space use, building safety concerns, lack of quality space, lack of further expansion potential, and long range facility needs have led the City to seek a new space that better suits its growing spatial needs, allows for more efficient work relationships, and accommodates the continuously adapting work environment.

To this end, the City is seeking to develop a building to house the current and future service requirements of the City of Whitefish as well as construct a 230+ parking garage to serve the downtown area.

Project Location and Site

The proposed new buildings will occupy a half block site located at the corner of 2nd street and Baker Avenue, in Whitefish, Montana, currently occupied by City Hall. The project will require demolition of the existing buildings, including the existing retail building on the north end of the site along 1st. The grade of the site slopes downward slightly to the north property line.

Design Considerations

The desire for this new building effort is to design a high-quality, high-performance, and LEED-compliant (certification may not be pursued) office building encompassing up to 31,000 square feet of newly constructed space. This space will include a public lobby, reception, meeting areas, open and closed office areas, council chambers, roof vegetation, full basement and possibly an upper floor community/office expansion space and outdoor patio/decks. Life-cycle costs of materials, material recycled content and future recyclability, high-efficiency mechanical, electrical, and lighting systems, and overt consideration of the long-term effects on the environment throughout the construction process are high priorities in the decision-making criteria for how this facility is to be designed and constructed.

For the design, the Owner has contracted with:

Mosaic Architecture
Ben Tintinger, AIA
428 No. Last Chance Gulch
Helena, MT 59601
406-449-2013
ben@mosaicarch.com

The Owner is ready to hire General Contractor / Construction Manager, as the next step to see this project through to completion, although there still are a number of project approval steps that may slow the process or halt the project prior to start of construction. The new office building has been programmed and conceptually designed through schematic design.

The following indicative timeline applies to this Project and illustrates a possible schedule to complete the construction. This schedule may be altered at the option of the Owner.

GC/CM Selection:

RFQ/RFP Invitation dates: November 12, 2014
Pre Proposal Conference: November 24, 2014; 1:00 p.m.

Location:

Whitefish Council Chambers, Whitefish, MT

Last day for questions: December 1st, 2014

Receipt of Qualifications: December 4th, 4:00 PM MSDT

Review & Short-List by Panel: week of December 8th, 2014

Interview Teams: January 7 & 8, 2015

Selection Recommendation to City Council: January 20th, 2015

Design/Construction:

Building Committee Meetings: bi-monthly

Review of SD and commencement of DD: Jan. & Feb 2015

Completion of DD documents: mid February 2015

Completion of CD documents: end of April 2015

Pricing/Alterations/Negotiations: April & May 2015

GMP established: May 2015

Mobilization: end of May/first part of June 2015

Substantial Complete: October 2016

III. SCOPE OF PRECONSTRUCTION SERVICES

Preconstruction services will be provided on a cost reimbursement basis up to a stated maximum. The specific scope of preconstruction services will be negotiated prior to signing the final GC/CM Contract, based on the Proposer's input as well as the Owner's requirements. In general, services are anticipated to include the following:

1. Participation in all design, coordination, and building committee meetings;
2. Review of all designs for constructability;
3. Coordination and gathering of input from major subcontractor regarding constructability;
4. Input and solutions regarding schedule, phasing, staging;
5. Review and cost evaluation at each phase and step of design taking into consideration schedule, phasing and local market conditions;
6. Consult with, advise, assist, and provide recommendations to the Owner and design team on all aspects of the planning and design of the work;

7. Provide information, estimates, schemes, and participate in decisions regarding construction materials, methods, systems, phasing, sustainability and costs to assist in determinations which are aimed at providing the highest quality building, constructed using the most sustainable construction materials and practices, within the budget and schedule;
8. Actively participate in a formal value engineering study anticipated to be held at the end of design development;
9. Review in-progress design and construction documents and provide input and advice on construction feasibility, alternative materials, costs and availability;
10. Review completed design and construction documents prior to bidding and suggest modifications to improve completeness and clarity and to eliminate construction change requests due to inconsistencies or omissions in the construction documents;
11. Provide input to the Owner and the design team regarding current construction market bidding climate, status of key subcontract markets, and other local economic conditions;
12. Recommend division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues;
13. Provide input to the Owner and the design team regarding long lead time materials and equipment, impact on the construction schedule and strategies for mitigating the impact;
14. Prepare construction cost estimates for the Project at the schematic, design development and construction document design phases and, if appropriate, at other times throughout of the work;
15. Notify the Owner and design team immediately if construction cost estimates appear to be exceeding the construction budget;
16. Reconcile each cost estimate with the Architect's cost estimate, if required;
17. Furnish a final construction cost estimate for the Owner's review and approval.
18. Develop a preliminary construction schedule;
19. Obtain no fewer than three bids per trade for the Owner's review, unless otherwise approved by Owner, per GC/CM Contract. Self-performed work must be approved by the City for each bid package and be bid against at least two subcontractors; and,
20. Upon execution of an Early Work Amendment, undertake early material procurement, site preparation and advance construction work.

IV. SCOPE OF CONSTRUCTION SERVICES DESIRED

It is anticipated that the GMP will be requested during the Construction Documents phase. The established GMP will be the maximum amount paid for the construction of the facility, unless scope changes are requested by the Owner. Acceptance of the GMP by contract amendment will constitute completion of preconstruction services, and that GMP Amendment will initiate construction period services for the Project. At the time of execution of the GMP Amendment, the GC/CM will be required to submit a 100% performance and 100% payment bond for the completion of the Project. In the event that the GC/CM is unable to furnish an acceptable GMP or bonding, the Owner retains the option to cancel the solicitation and start a new process for the construction of the

Project, or terminate the contract and negotiate a replacement contract with the next highest rated Proposer from this solicitation.

The Prevailing Wage Rates for Building Construction incorporated in this RFQ are provided for informational purposes only. The selected Contractor will be required to comply (as a minimum allowable rate schedule) with those Rates adopted and effective at the time of signing the GMP Amendment,

V. SELECTION PROCEDURE

This RFQ/RFP is the first of a multipart selection process. In order to qualify for further consideration, Proposers must comply with the mandatory requirements provided below. Statements of Qualifications that do not contain the required documentation will be deemed nonresponsive to this RFQ/RFP requirement and will be rejected on that basis. Those firms that satisfy the required qualifications will be provided a Request for Proposal by the Owner.

PART A – STATEMENT OF QUALIFICATIONS

Proposers must meet certain minimum Qualification Conditions in order to be eligible to submit Part B proposals. The Owner has identified the following pass/fail Qualification Conditions in order to establish eligibility to propose further on this procurement:

1. Established Montana Contractor Preference
Proposer must demonstrate a MT. license, and as an established General Contractor in the State of Montana.
 - a. Number of years established.
 - b. List former parent company names, if any and years established.
 - c. Specify type of company ownership, if applicable.
2. General Contractor / Construction Manager
Proposer must have the necessary experience and capacity to act as a general contractor for the scope of work for this Project. Proposer must include evidence of valid current construction contractor registration in the RFQ response.
3. Bonding Capacity:
Provide proof of bonding capacity. The Proposer must be currently capable of providing a 100% performance bond and 100% payment bond for a project valued up to \$15.0 million in construction costs, as documented by a letter or binder from the Surety, submitted with the RFQ response.
4. Answer the Following Questions:
 - a. Who is your bonding company and agent?
 - i. Provide their name, phone and email contact information

- ii. Are they your exclusive source for bonds?
 - iii. How long have you used them?
 - 1. If less than 5 years, or not your exclusive source, name all others used in the last 5 years
 - 2. Provide name, phone and email contact information for each
 - iv. Will you use them for this project?
- b. In the last ten years, have you (if you answer “yes”, provide full explanation):
- i. had a legitimate claim against your payment or performance bond?
 - ii. been terminated on a project?
 - iii. been declared in default on a project?
 - iv. been assessed liquidated damages?
 - v. taken legal action or dispute resolution proceedings of any kind against an Owner?
5. Firm Information
- a. *Firm Background*
Describe your firm's history. Include information identifying the firm's annual volume of business, financial/bonding capacities, and speak to the firm's stability in the market place. Information identifying the firm's strengths and weaknesses along with special capabilities that may be appropriate to this Project will assist in the evaluation.
- b. *Firm Experience and References*
Describe and identify your firm's experience with projects high performance buildings of similar site, size, type, and complexity where you were a GC/CM or CMAR. Describe your firm's experience working in this geographic area. Include contract information for the owners and designers familiar with your work on each project. Also include photos of the projects referenced, if possible.

PART B – PROPOSALS

This RFP is the second of a multipart selection process. Under this RFP, the selection procedure is intended to evaluate the capabilities of interested GC/CM firms to provide

services to the Owner for this Project. The responses to this RFP will be evaluated by the selection committee in accordance with the criteria listed below. Interviews with the proposed teams will be held according to the schedule provided above. The GC/CM will be selected based on the overall merit of its proposal, information contained in RFP responses, references, interviews, and information obtained from any other reliable source.

The following constitute the criteria for the selection committee to evaluate proposals.
1000 Total Point Criteria

1. Established Montana General Contractor (75 points)

- a. Years established in business
- b. Years established in business in Montana
- c. Provide evidence of being licensed and/or registered to conduct business in Montana.
- d. Demonstrate a successful track record of Montana projects of similar scope, past owner confidence and satisfaction with your company's ability to perform, in budget and on time.

2. Firm Information (150 points)

- a. *Firm Background*
Describe your firm's history. Identify your senior management organization. Include information identifying the firm's annual volume of business, financial/bonding capacities, and speak to the firm's stability in the market place. .
- b. *Firm Special Capabilities*
Information identifying the firm's strengths and weaknesses along with special capabilities that may be appropriate to this project will assist in the evaluation.
- c. *Firm Workload*
Provide the status for anticipated work within the firm in terms of time and magnitude for the time anticipated for this project, as it relates to availability of key personnel and your firm.
- d. *Firm Experience and References*
Describe your firm's experience with high performance office buildings of similar site, size, type, and complexity where you were a GC/CM. Describe your firm's experience working in this geographic area. Identify project(s) you feel to be the most similar to this Project in terms of site, size, type and complexity, and for what reasons. Provide contact information for the owner and architect for the projects cited. Include photos of the projects referenced, if possible.
- e. *Firm Specific Experience*
Specifically describe your firm's experience with parking structures, deep foundations and soils stabilization systems, access floor systems, tight site and shoring systems (particularly while protecting historic adjacent buildings) and high performance and sustainable provisions for buildings.

3. The Project Team (150 points)

- a. Provide a list of names and define the relationship of management individuals that you will commit to this Project. Include project management, field

management, superintendent(s), estimators, project engineers, schedulers, etc. How will you organize your effort for this project and who would you assign during:

- i. Design
 - ii. Construction
- b. For each team member:
- i. Their responsibility on this project, their primary office location and their ability to meet in person in Whitefish with the Owner or project team as required during the performance of the contract
 - ii. Describe their experience and how it is relevant to this project. Demonstrate the proposed key personnel's specific experience on projects of similar type, size and scope.
 - iii. Indicate the amount of time commitment available to this Project during the preconstruction and construction phases. Will they be assigned full time? If not, what portion of their time will be utilized on this project? What other projects are they assigned to and for what duration?
 - iv. Identify their length of employment with your firm and, if less than three years, recent prior firm(s).
 - v. Provide references with contact information for each team member's last three projects in a similar role.

4. Project Management and Approach (350 points)

Identify the specific methodology your firm will use in the administration of this Project, in both the preconstruction and construction phases.

- a. Describe your company's ability and approach to:
 - i. Manage costs during design and construction.
 - a. Describe your cost management philosophies and techniques
 - b. For at least the last three completed GC/CM projects, provide history of estimates at the design stages, final GMP and final contract amount. Explain any extenuating circumstances, if necessary.
 - ii. Integrate into the design team and assist the designers with:
 - a. Quality of the project documents
 - b. Constructability
 - c. Alternative methods and products
 - iii. Safely build a quality building on time and within budget.
 - iv. Coordinate the construction work to minimize disruption to the community
 - v. Maintain good relations with the community and adjacent property owners.
- b. Describe your approach to:
 - i. Cost estimating
 - a. What methodology do you use?
 - b. How do you organize your estimate?
 - c. During the design phases, how do you determine the final cost when not all work is shown or known?
 - d. Do you have in-house estimating staff?
 1. If so, what are their other responsibilities? How much of their time is spent in cost estimating?

- ii. Subcontractors
 - a. Which primary subcontractors will you utilize for cost information during the Preconstruction Phase?
 - b. How do you ensure that this project will get appropriate response from the subcontracting community?
 - c. How do you address subcontract bids that are different than the cost estimate?
- iii. Value engineering
 - a. Describe approaches to V/E
- iv. Bidding
 - a. Describe your approach to creating bid packages, bidding the project, and selecting subcontractors.
- v. Planning and scheduling the construction work
 - a. Do you use critical path scheduling methods?
 - b. How do you manage and schedule the procurement and the submittals process and its impact on field activities?
 - c. How do you track progress against the schedule during construction?
- vi. Demonstrate your team's ability to manage construction projects in a confined project site.
 - a. Discuss your Firm's ideas, approach/recommendations for this confined project site.
 - b. Describe how your Team may work with other contractors under separate contract on the same site.
- vii. Project communication
- viii. Project safety
 - a. What is your current workers compensation experience modification Factor?
- ix. Construction change orders and markups

5. LEED Certification and High Performance Buildings (75 points)

Provide information pertaining specifically to your firm's ability to construct and regulate the jobsite for a building in accordance with LEED requirements.

- a. Which members of your team are currently LEED-AP certified, and under which division of LEED are they certified?
- b. Describe your firm's experience with LEED and high performance office buildings where you were a GC/CM. Identify which team members were involved in the projects and their specific roles. Include which LEED points were obtained during the course of the project, and any difficulties that arose in attaining any of the points. Provide contact information for the owner and architect for the projects cited. Include photos of the projects referenced, if possible.
- c. Explain how you document, organize and distribute the paperwork required for LEED-certified construction, and which team member would be responsible for the documentation.
- d. A Construction Activity Pollution Prevention Plan is required by all LEED-certified buildings. Describe your firm's approach and experience in satisfying this requirement. If your firm has participated in a Pollution Prevention Plan in the past, provide that as an example and indicate any items that you would change or alter as an approach to this building.

- e. Construction waste will be required to be recycled as a part of this project. Describe how your firm would approach recycling of multiple materials, how your firm would provide accessible staging area for multiple refuse containers, and how quality control would be maintained. Indicate which recycling facilities your firm would utilize to recycle anticipated construction waste, and which materials they are able to recycle.

6. Proposed Fees and Costs (100 points)

- a. *Preconstruction Services Fee*
Complete the attached Appendix B, *GC Preconstruction Service Fee Worksheet*. Provide your firm's Preconstruction Services Fee as a maximum not to exceed amount for this Project, together with hourly rates or other basis of compensation. Cost of this work is to be paid on a cost reimbursement basis up to a stated maximum. This fee is for the services described in Section III and other services you describe herein. A zero dollar or token Preconstruction Services Fee on proposals is prohibited.
- b. *GC/CM Fee*
Provide your firm's GC/CM Fee as a percentage of the Estimated Cost of Work for this Project. For this purpose, assume Estimated Cost of Work (ECoW) to be \$15 million.
- c. *General Conditions Costs*
Complete the attached Appendix E, *GC General Conditions Cost Worksheet* to indicate your firm's proposed costs covering general conditions. Please fill in all lines with dollar estimates. It is the Owner's intention to use these estimates as a basis for a contractual Fixed Cost for General Conditions Work.

7. Major Subcontractor, Selection, Fees and Costs Control (100 points)

- a. *Selection of subcontractors and suppliers shall be performed in the following manner.*
 - i. Major subcontractors (mechanical, electrical, plumbing, masonry, parking garage structural concrete system, and glazing) shall be selected by the GC/CM on a prequalification / performance basis and be subject to the approval of the Owner, Owner's Representative, Architect, Engineers, and other appropriate individuals. Pricing and contracts may be awarded on a low cost or best value basis of those major subcontractors who become prequalified for this project. Major subcontractor input will be required during the design phase of the project in order to achieve the best value for the Owner, and any fees incurred by the subcontractor during the preconstruction phase of the project should be included in the GC/CM contract
 - ii. Other subcontractors and suppliers shall be competed on a cost and qualifications basis by the GC/CM and subject to the approval of the Owner. This will take place after selection of the GC/CM and at the appropriate stage/phase of the design and construction process.
- b. *Demonstrate how your firm will control subcontractor mark-ups and mark-up percentage.*

- i. Define all major subcontractor Fee percentages anticipated for this project.
 - a. Mechanical
 - b. Electrical
 - c. Plumbing
 - d. Masonry
 - e. Parking Garage Structural Concrete
 - f. Glazing

VI. SUBMITTAL INFORMATION

Five (5) copies and one digital .pdf file of the written response to this RFQ must be **received** at:

City of Whitefish
City Hall & Parking Structure – SOQ/Proposal
Mr. Chuck Stearns, City Manager
418 East 2nd Street, PO Box 158
Whitefish, MT 59937

By December 4th, 4:00 PM MST.

ALL QUESTIONS AND CONTACTS REGARDING THIS RFQ MUST BE ADDRESSED
IN WRITING TO:

City of Whitefish
Mr. Chuck Stearns, City Manager

(406) 863-2406
cstearns@cityofwhitefish.org

VII. INSTRUCTIONS TO PROPOSERS

Statements of Qualification must:

1. Follow the format outlined in the Selection Procedure, above.
2. Be signed by an officer or principal of your firm.
3. Be contained in a document not to exceed 10 pages total (single or double-sided pages) including whatever pictures, charts, graphs, tables, and text the firm deems appropriate to be part of the review of the firm's qualifications. A separate transmittal letter is exempted from the page limit.

Proposals must:

4. Follow the format outlined in the Selection Procedure, above.
5. Be signed by an officer or principal of your firm.

Be contained in a document not to exceed 100 pages total (double-sided pages are acceptable and count as two pages) including whatever pictures, charts, graphs, tables, and text the firm deems appropriate to be part of the proposal. A separate transmittal letter, cover page, cover sheets, and dividers are exempted from the page limit. Provide (1) CD/DVD or thumb drive of complete proposal in PDF format. The disc should clearly indicate your firm proposal information on the label and protection sleeve.

VIII. INTERVIEWS

Interviews of the GC/CM's proposed project team will be held on January 7-8th, 2015 at the Whitefish City Council Chambers. Each firm will be notified of the specific time for their interview. The format of the interview will be left up to the proposing firm; however, allow minimum 20 minutes for questions by the selection committee. Interviews will be no more than 90 minutes in length (maximum of 70 minute presentation, 20 minutes Q&A), with a minimum of 15 minutes between interviews. Members of the GC/CM's proposed project manager AND on-site team must be present at the interview.

IX. FORM OF AGREEMENT

The Owner may use a *Standard AIA Agreements; GC/CM Contract Form and General Conditions*, or may use a contract format as specified by the City of Whitefish contracting, which will form the basis for the final agreement (GC/CM Contract). A sample GC/CM contract and General Conditions may be issued by addendum to this RFP or after selection of the GC/CM. The General Conditions, as may be modified by any *Supplemental General Conditions*, shall apply to the work of all subcontractors and to the work of the GC/CM to the extent that they do not conflict with the GC/CM Contract.

Owner reserves the right to negotiate all terms in the final contract, including but not limited to any terms or condition of any Sample Agreements, which is in the best interests of the Owner considering cost effectiveness and the level of GC/CM time and effort required for the Project. Negotiated changes must be (1) within the general scope of work described herein, (2) unlikely to affect the field of competition under this RFP, and (3) unlikely to substantially affect pricing of GC/CM Fees proposed in the evaluation process (in any event, proposed GC/CM Fees may not be adjusted after GC/CM selection).

It is the intention of the Owner to enter into a GC/CM Contract with the selected GC/CM. The initial scope of the GC/CM Contract will be limited to preconstruction activities only. However, the proposed GC/CM Fee and General Conditions Cost submitted in this Proposal will be applied to any construction services added to the contract by amendment. The preconstruction activities will include design constructability reviews, value engineering, estimating, cost estimate reconciliation with A/E's estimates, schedule and sequencing planning, and subcontractor bidding as more fully described above.

The GC/CM will submit preliminary construction cost estimates at the end of the Architect's Design Development phases and final construction cost estimates at the Architect's 35%, 65%, and 95% Construction Documents phase for the Owner's review and approval. It is the Owner's intent to NOT PROCEED beyond each of the design phase reviews until budget reconciliation has been achieved between the Owner, Architect/Engineer, and the GC/CM.

Acceptance or rejection of the final construction cost estimate will constitute completion of preconstruction activities. If construction services are added through acceptance of a GMP, an amendment to the GC/CM Contract will be executed. If the construction phase amendment is executed, a 100% payment bond and a 100% performance bond for the completion of the Project will be required.

If the Owner chooses not to continue the GC/CM Contract beyond the completion of preconstruction activities, the GC/CM's compensation shall be limited to the preconstruction services maximum not to exceed fee stated in the GC/CM Contract.

VIII. ENCLOSURES

The following exhibits are incorporated in this RFQ by reference:

Appendix A – Concept Design drawings of the new WF City Hall and Baker Street Parking Garage.

Appendix B: Pre Construction Services Fee Worksheet

Appendix C: General Conditions Cost Worksheet

Appendix D: Current Rates for Building Construction – Effective 2015 (also available at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>)

END OF RFQ

APPENDIX A Schematic Design Package

APPENDIX B

**Pre-Construction Service Fee Worksheet as per the requirements section III of the
this RFP**

**List each GC/CM employee/title assigned to this project and the hourly
rate (including all mark-ups, labor burden, profit and overhead).**

_____ /hr

Request for Qualifications for GC/CM Services
 City of Whitefish
 City Hall and Parking Structure

_____	_____ /hr

List anticipated expenses/cost/multiplier

_____	@ _____ %
_____	@ _____ %
_____	@ _____ %
_____	@ _____ %
_____	@ _____ %
_____	@ _____ %

Provide your firm's pre-construction service fee as a maximum not to exceed amount for this project.

_____ (\$_____)

**APPENDIX C
 General Conditions Cost Worksheet**

Content of Construction General Conditions

The GC/CM General Conditions are to include the following elements, as a minimum:

Superintendent	\$	General Foreman	\$
Labor Foreman	\$	Other Foreman	\$

Request for Qualifications for GC/CM Services
 City of Whitefish
 City Hall and Parking Structure

Field Engineer	\$	Field Coordination	\$
Field Supervision	\$	Field Layout	\$
Quality Control	\$	Clean Up	\$
Material Handling	\$	Safety	\$
Project Engineering	\$	Project Coordination	\$
Trade Coordination	\$	Clerical/Secretarial	\$
Temporary Office	\$	Office Equipment & Supplies	\$
Office Clean-up	\$	Office Furniture	\$
Office Security	\$	Drinking Water	\$
Postage/Delivery	\$	Printing/Reproduction	\$
Temporary Toilets	\$	First Aid Supplies	\$
Phones/Radios/Pagers	\$	Vehicles	\$
Fuel/Maintenance	\$	Barricades and Temporary Partitions, Construction Signage	\$
Substance Abuse Testing	\$	DOLI Fees & Administration	\$
Incidental small tools and repairs/storage/ maintenance of.	\$	Liability, Builders Risk & Workers Comp. Insurance	\$
Permits	By Owner	Performance/Payment Bond	\$

Others: specify

	\$		\$
	\$		\$
	\$		\$
Total Cost			\$

Request for Qualifications for GC/CM Services
City of Whitefish
City Hall and Parking Structure

APPENDIX D

Montana Prevailing Wages Rates for Building Construction 2015, Current Rates for Building Construction – (available at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>)

ADDENDUM NO: 01 – GC CM RFQ

Whitefish City Hall and Parking Structure

DATE: **November 25th, 2014**

PROJECT: **Whitefish City Hall and Parking Structure, Whitefish, Montana**

TO: All GC CM proposers

The above-numbered solicitation is amended as set forth below. Proposers must acknowledge receipt of this amendment prior to the hour and date specified for receipt of SOQ Submittals via email.

RFP/RFQ submittal process:

Change: The RFQ/RFP submittal process will be split into two submittals rather than one as indicated in the original solicitation. The **RFQ will be due on December 4th by 4:00PM**. The Selection Committee will then shortlist the proposers based on the Statement of Qualifications. Shortlisted firms will then be asked to prepare a proposal based on the requirements in the original solicitation. **The Proposals must be received at the City of Whitefish by December 19th at 4:00PM MST**. All shortlisted firms will be interviewed.

HAZARDUS MATERIALS REPORT:

The hazardous materials report will be provided along with plan drawings of the existing buildings and site plan to all firms shortlisted.

RFP REQUIREMENTS:

Clarification: Part 7 – Major Subcontractor, Selection, Fees and Costs Control

Paragraph a, i and ii – As written, these paragraphs are statements of expectation for the subcontractor selection process. Although, as part of the RFP response to this category, an explanation of this process by the proposer, based on their experience and methodology for subcontractor selection, is expected.

Paragraph b – the markup and percentage referred to in this paragraph relates to any changes in scope of work. It is expected that all subcontractors will eventually provide a 'lump sum bid' for their work. An explanation about the markup or overhead/profit in the 'bid' portion of the work is not necessary. Please explain your approach to controlling markups and costs of subcontractor changes in scope of work during the construction phase.

GENERAL CONDITION COST WORKSHEET: (SEE REVISED FORM ATTACHED)

Change: Delete DOLI Fees and Admin and Insurance cost from the form. Provide a Performance/Payment bond cost based on a total construction cost of \$12.5 Million.

Request for Qualifications for GC/CM Services
 City of Whitefish
 City Hall and Parking Structure

Superintendent	\$	General Foreman	\$
Labor Foreman	\$	Other Foreman	\$
Field Engineer	\$	Field Coordination	\$
Field Supervision	\$	Field Layout	\$
Quality Control	\$	Clean Up	\$
Material Handling	\$	Safety	\$
Project Engineering	\$	Project Coordination	\$
Trade Coordination	\$	Clerical/Secretarial	\$
Temporary Office	\$	Office Equipment & Supplies	\$
Office Clean-up	\$	Office Furniture	\$
Office Security	\$	Drinking Water	\$
Postage/Delivery	\$	Printing/Reproduction	\$
Temporary Toilets	\$	First Aid Supplies	\$
Phones/Radios/Pagers	\$	Vehicles	\$
Fuel/Maintenance	\$	Barricades and Temporary Partitions, Construction Signage	\$
Substance Abuse Testing	\$	DOLI Fees & Administration	NA
Incidental small tools and repairs/storage/ maintenance of.	\$	Liability, Builders Risk & Workers Comp. Insurance	NA
Permits	By Owner	Performance/Payment Bond (based on \$14Million)	\$

Others: specify

Crane?	\$		\$
	\$		\$
	\$		\$
Total Cost			\$

WHITEFISH CITY HALL and DOWNTOWN PARKING STRUCTURE

FEE COMPARISONS

January 6, 2015

For comparison, Estimated Cost of Work (ECoW): **\$15,000,000**

Type	Langlas/ Andersen	DAC	Swank	Martel	Type	Langlas/ Andersen	DAC	Swank	Martel
Superintendent	166,400	141,120	153,000	195,840	General Foreman	65,170	-	60,000	In Bid Packages
Labor Foreman	-	-	-	In Bid Packages	Other Foreman	-	-	-	In Bid Packages
Field Engineer	156,000	105,840	Inc.	118,080	Field Coordination	F.E.	-	Inc.	Included
Field Supervision	included	-	84,000	Included	Field Layout	F.E.	10,000	2,100	3,520
Quality Control	F.E.	-	Inc.	Included	Clean Up	In Division	50,000	34,000	83,457
Material Handling	30,000	17,500	36,000	In Bid Packages	Safety	10,000	17,500	21,000	6,232
Project Engineering	104,550	-	Inc.	Included	Project Coordination	Included	-	Inc.	Included
Trade Coordination	-	-	Inc.	Included	Clerical/Secretarial	Included	-	Inc.	In GC/CM Fee
Temporary Office	18,000	36,000	16,000	4,800	Office Equipment & Supplies	2,500	5,000	2,200	Included
Office Clean-up	3,000	-	1,600	Included	Office Furniture	2,500	3,000	1,400	Included
Office Security	-	-	400	Included	Drinking Water	-	-	1,600	Included
Postage/Delivery	1,500	3,000	1,600	Included	Printing/Reproduction	7,500	2,500	6,200	4,800
Temporary Toilets	3,600	7,500	4,800	4,800	First Aid Supplies	1,500	-	Inc.	5,800
Phones/Radios/Pagers	7,000	10,000	4,800	4,000	Vehicles	36,400	28,000	23,800	10,800
Fuel/Maintenance	included	35,000	16,000	9,360	Barricades\Temporary Partitions\Signage	w/ cost of work	-	21,400	3,914
Substance Abuse Testing	in 01	-	1,200	N/A	DOLI Fees & Administration	NA	NA	NA	N/A
Incidental small tools/repairs/storage	10,500	5,000	4,400	In Bid Packages	Liability, Builders Risk & Workers Comp.	NA	NA	NA	N/A
Permits	By Owner	By Owner	By Owner	By Owner	Performance/Payment Bond	112,000	69,000	80,000	92,375
Project Manager	-	-	-	-	Others (specified):				
LEED Recycling Program	-	-	-	-	Per diem/travel/lodging (subsistence)	156,720	60,000	-	
					Temp Elec.	-	28,000	-	By Owner
					Temp Fence	-	7,500	-	By Owner
					Temp Heat	-	TBD	-	By Bid Packages
					Temp Water	-	-	-	By Owner
					Mobilization/Demob	-	25,000	-	1,531
					Crane	-	in bid package	-	In Bid Packages
					Snow Removal	-	-	-	6,213
Total General Conditions						\$894,840	\$666,460	\$577,500	\$555,522
GC % of Total						5.97%	4.44%	3.85%	3.70%
Pre-Construction Phase Fee						\$75,000	\$40,000	\$81,480	\$18,000
GC/CM Construction Phase Fee (%)						4.50%	4.75%	4.00%	4.50%
GC/CM Construction Phase Fee (based on ECoW: \$15,000,000 x Fee%)						\$675,000	\$712,500	\$600,000	\$675,000
						Langlas/ Andersen	DAC	Swank	Martel
Total Fee Cost						\$1,644,840	\$1,418,960	\$1,258,980	\$1,248,522

RESOLUTION AUTHORIZING PARTICIPATION IN THE INTERCAP PROGRAM

CERTIFICATE OF MINUTES RELATING TO
RESOLUTION NO. _____

Issuer: City of Whitefish

Kind, date, time and place of meeting: A _____ meeting held on _____ at ____ o'clock ____ m. in _____, Montana.

Members present: _____

Members absent: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

I, the undersigned, being the fully qualified and acting recording officer of the public body issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the public body in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body at the meeting, insofar as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this ____ day of _____, 2015.

By _____
Its _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE _____ (the Governing Body) OF the CITY OF WHITEFISH (the Borrower) AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the Bonds determined in accordance with the provisions of Section 3.03 of the Indenture.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act shall mean Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

Bonds shall mean the Bonds issued by the Board pursuant to the Indenture to finance the Program.

Borrower shall mean the Borrower above named.

Indenture shall mean that certain Indenture of Trust dated March 1, 1991 by and between the Board and the Trustee pursuant to which the Bonds are to be issued and all supplemental indentures thereto.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 1.00% per annum through February 15, 2015 and thereafter a rate equal to the Adjusted Interest Rate on the Bonds and up to 1.5% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell Bonds and use the proceeds to make loans to participating Eligible Government Units.

Project shall mean those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Security Instrument means a security agreement in substantially the form set forth, and, a Uniform Commercial Code financing statement, in a form acceptable to the Board and the Trustee granting a security interest in, or a lien on, the property constituting the Project or other real or personal properties added to or substituted therefor.

Trustee shall mean U. S. Bank National Association (formerly known as First Trust Company of Montana National Association) and its successors.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Indenture and the Board Act, the Board has issued and sold the Bonds and deposited a part of proceeds thereof in the Loan Fund held by the Trustee. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$211,000.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

ARTICLE II

THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$211,000.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 1.00% per annum through February 15, 2015 and thereafter at the Adjusted Interest Rate, plus up to 1.5% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments may be made by check or wire transfer to the Trustee at its principal corporate trust office.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within fifteen days following an Adjustment Date, the Trustee shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments, and prepare and mail by first class mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Trustee a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board or Trustee may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. [The repayment of the Loan shall be secured by a security interest in the Project being financed.] The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitation Act. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-402, et. seq. (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of the Property Tax Limitation Act.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

ARTICLE III

CERTIFICATIONS, EXECUTION AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Bonds, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement, the Note, the Security Agreement and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, Note, Security Agreement and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

PASSED AND APPROVED by the _____ this _____ day
of _____, 2015.

By _____
Its Mayor

Attest:

By _____
Its City Clerk

Staff Report

To: Mayor John Muhlfeld and City Councilors
From: Dana Smith, Finance Director
Date: January 12, 2015
Re: INTERCAP Loan Resolution - Fire Water Tender Apparatus Acquisition

Introduction/History

During the Council Meeting held on November 4, 2013 the Council approved entering into a contract to purchase a 3,000 gallon fire water tender apparatus from Rosenbauer, LLC. The approved and budgeted financing for this apparatus includes \$70,000 cash on hand in the Fire and Ambulance Fund with the remaining \$211,000 to be financed over 7 years with a Montana INTERCAP Loan.

Current Report

The proposed Resolution authorizes the \$211,000 INTERCAP Loan amortized over 7 years at 1.00% interest until February 2015. Every February the INTERCAP loan interest rate is adjusted, but historically the rates are well below other sources. The annual debt service payment is estimated at approximately \$30,000. In addition, there is no penalty for an early pay off of the loan.

The City Attorney, Mary VanBuskirk, has reviewed the proposed Resolution.

Recommendation

We respectfully recommend that the City Council approve the proposed Resolution that authorizes participation in the INTERCAP Loan Program, approving the form and terms of the loan agreement, and authorizes the execution and delivery of documents related thereto.

LOAN AGREEMENT

between

BOARD OF INVESTMENTS
OF THE STATE OF MONTANA

as Lender

and

CITY OF WHITEFISH

as Borrower

DATE OF AGREEMENT: January 30, 2015

LOAN AMOUNT: TWO HUNDRED ELEVEN THOUSAND AND 00/100 DOLLARS
(\$211,000.00)

ADDRESS OF BORROWER: City of Whitefish
418 East 2nd Street
Whitefish, MT 59937

CONTACT PERSON OF BORROWER:
NAME Dana Smith
TITLE Finance Director
TELEPHONE (406) 863-2405
FACSIMILE (406) 863-2419
E-MAIL dsmith@cityofwhitefish.org

ALTERNATE CONTACT PERSON
NAME Charles C. Stearns
TITLE City Manager
TELEPHONE (406) 863-2405

STATUTORY AUTHORITY FOR BORROWING: 7-7-4101, 7-5-4306, 7-7-4201, M.C.A.

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This Loan Agreement (the "Agreement") dated as of January 30, 2015, and entered into between the Board of Investments of the State of Montana (the "Board"), a public body corporate and instrumentality of the state of Montana, and City of Whitefish ("the Borrower"), a political subdivision of the State of Montana;

WITNESSETH:

WHEREAS, pursuant to Section 2-15-1808, Montana Code Annotated and Title 17, Chapter 5, Part 16, Montana Code Annotated (the "Act") and in accordance with the Indenture of Trust, dated as of March 1, 1991, between the Board and U. S. Bank National Association (formerly known as First Trust Company of Montana National Association) (the "Trustee"), has established its INTERCAP Revolving Program pursuant to which the Board will issue, from time to time, its Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) (the "Bonds"), for the purpose of making loans to Eligible Government Units to finance or refinance the acquisition and installation of equipment, personal and real property improvements, to provide temporary financing of projects or for other authorized corporate purposes of an Eligible Government Unit (the "Projects"); and

WHEREAS, the Board has agreed to loan part of the proceeds of an issue of such Bonds to the Borrower in the amount of \$211,000.00, and the Borrower has agreed to borrow such amount from the Board, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Borrower is authorized under the laws of the State of Montana, and has taken all necessary action, to enter into this Agreement for the Project as identified in the Description of the Project/Summary of Disbursements attached hereto.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION.

Section 1.01. Definitions

The following terms will have the meanings indicated below for all purposes of this Agreement unless the context clearly requires otherwise. Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth in the Indenture.

"Act" means Section 2-15-1808, Montana Code Annotated and Title 17, Chapter 5, Part 16, Montana Code Annotated as now in effect and as it may from time to time hereafter be amended or supplemented.

"Adjusted Interest Rate" shall mean the interest rate on the Loan determined and established pursuant to the Promissory Note hereto and the Loan Agreement or Bond Resolution.

"Adjustment Date" means the Initial Adjustment Date or a Subsequent Adjustment Date.

"Adjustment Period" means the period beginning on an Adjustment Date and ending on the day before the next succeeding Adjustment Date.

"Amortization Schedule" means the schedule prepared for a loan advance to the Borrower showing the principal amount advanced, the amortization of the principal, and the interest and principal payments due to the Subsequent Interest Adjustment Date.

"Authorized Representative" shall mean the officers of the Borrower designated by the Governing Body and set forth in the Application and signed on behalf of the Borrower by a duly authorized official.

"Board" means the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

"Bonds" means the Board of Investments of the State of Montana's Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program) authorized to be issued for the Program.

"Borrower" means City of Whitefish, the Eligible Government Unit, which is borrowing and using the proceeds of the Loan to finance, refinance or be reimbursed for, all or a portion of the Cost of the Total Project.

"Borrower Act" means 7-7-4101, 7-5-4306, 7-7-4201, the section of Montana Code Annotated that authorizes an Eligible Government Unit to borrow money on terms consistent with the Program.

"Borrower Resolution" means a resolution, duly and validly adopted by a Borrower authorizing the execution and delivery to the Board of an Agreement and Note, in substantially the form provided, or such other form of Resolution that the Board may approve and all amendments and supplements thereto.

"Commencement Date" means January 30, 2015, the date of the Agreement when the term of this Agreement begins and the obligation of the Borrower to make Loan Repayments begins to accrue.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Eligible Government Unit" shall mean any municipal corporation or political subdivision of the state, including without limitation any city, town, county, school district, or other special taxing district or assessment or service district authorized by law to borrow money or any board, agency, or department of the state, or the board of regents of the Montana university system when authorized by law to borrow money.

"Event of Default" means any occurrence or event described in Article X hereof.

"Fiscal Year" means the fiscal year of the Borrower beginning on July 1 and ending June 30.

"Governing Body" shall mean (i) with respect to a county, the Board of County Commissioners, (ii) with respect to a city, the City Council or Commission, and (iii) with respect to a school district, county water or sewer district, hospital district, rural fire district, or any other special purpose district, the Board of Trustees.

"Indenture" means that certain Indenture of Trust, dated as of March 1, 1991, by and between the Board and the Trustee, as originally executed or as it may from time to time be supplemented, modified or amended in accordance with its terms.

"Initial Adjustment Date" means the first February 16 following the date of the Agreement.

"Initial Interest Rate" means the Loan Rate from the date of the Agreement to the Initial Adjustment Date.

"Loan" means the loan of money by the Board to the Borrower under the terms of this Agreement pursuant to the Act and the Borrower Act, evidenced by the Note.

"Loan Agreement" or "Agreement" means this Agreement, including, the attachments hereto, and the Security Instrument, if any, as originally executed or as they may from time to time be supplemented, modified or amended in accordance with the terms hereof and of the Indenture.

"Loan Date" means the date of closing a Loan.

"Loan Rate" means the rate of interest on the Loan as provided for in Section 5.01 of this Agreement.

"Loan Repayment Date" means February 15th and August 15th or, if any such day is not a Business Day, the next Business Day thereafter, during the term of the Loan.

"Loan Repayments" means the payments payable by the Borrower pursuant to Article V of this Agreement.

"Loan Term" means the term provided for in Article VI of this Agreement.

"Maximum Interest Rate" means the maximum rate of interest on the Bonds which shall not exceed fifteen percent (15%) per annum.

"Note" means the promissory note executed and delivered by the Borrower attached hereto and made a part hereof.

"Program" means the Board's INTERCAP Program established under the Act and pursuant to which the Board finances Projects for Eligible Government Units.

"Program Expenses" means the expenses of the Program, including (without limitation) the fees and expenses of the Trustee and such other fees and expenses of the Program or of the Board relating thereto as shall be approved by the Board.

"Project" means those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program and set forth in the Description of the Project/Summary of Disbursements attached hereto.

"Project Costs" shall mean the portion of the costs of the Total Project to be financed by the INTERCAP Loan. The Project Costs may not exceed the Loan Amount as set forth on the cover hereof.

"Security Instrument" means a Security Agreement in substantially the form set forth hereto, and, a Uniform Commercial Code financing statement, in a form acceptable to the Board and the Trustee granting a security interest in, or a lien on, the property constituting the Project or other real or personal properties added to or substituted therefor.

"Series Supplemental Indenture of Trust" means a Supplemental Indenture of Trust authorizing the issuance of an additional series of bonds in accordance with the provisions of the Indenture.

"State" means the state of Montana.

"Subsequent Interest Adjustment Date or Subsequent Adjustment Date" means February 16 in the years the Loan remains outstanding.

"Term Sheet" shall mean the document containing the terms and conditions issued by the Board to the Borrower that must be satisfied prior to entering into a Loan Agreement.

"Term Sheet Issuance Date" means the date the Board executes its Term Sheet under the Board's Program.

"Total Project" shall mean the project as described in Section 14 of the Term Sheet and/or Section 2 of the application, of which some or all is to be financed by the INTERCAP Loan.

"Total Project Costs" shall mean the entire cost of acquiring, completing or constructing the project as further described in Section 14 of the Terms & Conditions Sheet and/or Section 2 of the application.

"Trustee" means the U. S. Bank National Association (formerly known as First Trust Company of Montana National Association), a corporation organized and existing under the laws of the United States, or its successor as trustee as provided in the Indenture.

Section 1.02. Rules of Interpretation.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Agreement" means this instrument as originally executed and as it may from time to time be modified or amended.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder", and "herewith" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) The terms defined elsewhere in this Agreement shall have the meanings therein prescribed for them.

(f) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter gender.

(g) The headings or captions used in this Agreement are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent hereof.

(h) This Agreement shall be construed in accordance with the laws of the State.

Section 1.03. Attachments

The following are attachments and a part of this Agreement:

Description of the Project/Summary of Disbursements.
Borrower's Draw Certificate.
Promissory Note.
Opinion of Borrower's Counsel.
Certificate of Appropriation (if applicable).
Form of Security Instrument (if applicable).

ARTICLE II. REPRESENTATIONS, COVENANTS AND WARRANTIES OF BORROWER.

Section 2.01. Representations and Warranties.

Borrower represents and warrants for the benefit of the Board, the Trustee and the Bondholders as follows:

(a) Organization and Authority. The Borrower:

(1) is a political subdivision of the State of Montana; and

(2) has complied with all public bidding and other State and Federal laws applicable to this Agreement and the acquisition or installation of the Project.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the Board or its agents in writing that materially adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of public information affecting the ability of the Borrower to levy property taxes, collect fees and charges for services provided by the Borrower or otherwise receive revenues, that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all repayments and otherwise perform its obligations under this Agreement, the Note, and the Security Instrument.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and otherwise perform its obligations under this Agreement, the Note, and the Security Instrument, and that have not been disclosed in writing to the Board.

(d) Borrowing Legal and Authorized. The transaction provided for in this Agreement, the Note, and the Security Instrument:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower, including the adoption of a resolution substantially in the form provided hereto with such modification as may be provided by the Board; and

(2) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other instrument (other than this Agreement, the Note, and the Security Instrument) to which the Borrower is a party or by which the Borrower may be bound, nor will such action result in any violation of the provisions of any state laws, or ordinances or resolutions of the Borrower; and

(3) the amount of the Loan represented hereby has been added to the amount of all other outstanding debt of the Borrower and together therewith does not result in the Borrower exceeding its statutory debt limitation.

(e) No Violation. No event has occurred and no condition exists that, upon execution of this Agreement, the Note, and the Security Instrument or receipt of the Loan, would constitute a Default or an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation, of any term of any agreement, statute, ordinance, resolution, bylaw or other instrument to which it is a party or by which it or its property may be bound.

(f) Use of Proceeds. The Borrower will apply the proceeds of the Loan solely to finance the Project Costs described in the Description of the Project/Summary of Disbursements attached hereto. In

addition, the Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced). Investment of proceeds by the Borrowers within the five business day period of disbursement to a third party (except for proceeds to reimburse the Borrower for previously paid expenditures) should be in Non-AMT Obligations as that term is defined in the Board's tax certificates.

(g) Completion of the Total Project; Payment of Total Project Costs. The Borrower shall proceed diligently to complete the Total Project and to obtain the necessary funds to pay the Total Project Costs thereof. The Borrower shall pay any amount required for the acquisition, construction and equipping of the Total Project in excess of the Loan Amount as set forth on the cover hereof.

Section 2.02. Particular Covenants of Borrower.

(a) Compliance with Statutory Requirements, Competitive Bidding, Montana Labor Laws, Environmental Review, and Other Legal Requirements. The Borrower has complied with all statutory requirements, including competitive bidding and labor requirements and environmental review, applicable to the acquisition and construction of the Project.

(b) Maintenance and Use of Project. The Borrower shall maintain the Project in good condition, make all necessary renewals, replacements, additions, betterments and improvements thereto and maintain insurance with respect to the Project, its other properties and its operations in such amounts and against such risks as are customary for governmental entities such as the Borrower.

(c) Financial Reports and Audits. The Borrower shall comply with the provisions of Title 2, Chapter 7, Part 5 Montana Code Annotated and shall file with the Board financial reports and audits when such reports and audits are required to be filed by the Department of Commerce.

(d) Security Interest. The Borrower shall grant the Board a first security interest in the Project being financed by the Loan to the extent allowed by law, by executing and delivering the Security Instrument.

(e) Liens. The Borrower shall not create, incur or suffer to exist any lien, charge or encumbrance on the property constituting the Project prior to the security interest granted hereunder other than (i) any security interest or lien pursuant to a loan agreement, mortgage, deed of trust, indenture or similar financing agreement of the Borrower in force and effect as of the date of this Agreement which creates a security interest or lien in after-acquired property of the Borrower and which is approved in writing by the Board, (ii), any security interest, mortgage or deed of trust permitted in writing by the Trustee, or (iii) any security interest or lien imposed or arising by statute or operation of law.

(f) Expenses. The Borrower will, at the request of the Board, pay all expenses relating to the Loan, the Note, and the Security Instrument and this Agreement, including but not limited to:

(1) The Borrower will cause all financing statements necessary to be filed in connection with the security interest granted in the Security Instrument, if any is required hereunder, to be executed and filed, at Borrower's expense.

ARTICLE III. LOAN TO BORROWER.

Subject to the terms and conditions of this Agreement, the Board hereby agrees to loan and advance to the Borrower, and the Borrower agrees to borrow and accept from the Board, the Loan in the principal amount not to exceed \$211,000.00.

ARTICLE IV. LOAN PROVISIONS.

Section 4.01. Commencement of Loan Agreement

This Agreement shall commence on the date hereof unless otherwise provided in this Agreement.

Section 4.02. Termination of Agreement.

This Agreement will terminate upon payment in full of all amounts due under this Agreement and upon the full and complete performance and payment of all of the Borrower's other obligations hereunder. Until such termination, all terms, conditions, and provisions of this Agreement shall remain in full force and effect.

Section 4.03. Term of Loan Agreement.

This Agreement shall be valid for the entire loan amount approved for one year from the Term Sheet Issuance Date. Beginning one year after the Term Sheet Issuance Date, the Board may refuse to make a loan advance if the Board determines that there has been a material adverse change in the circumstances of the Borrower.

Section 4.04. Loan Closing Submissions.

Concurrently with the execution and delivery of this Agreement, the Borrower is providing to the Board and the Trustee, the following documents (except that the Board may waive any of such documents):

(a) A certified resolution of the Borrower in form and substance substantially identical to that provided hereto; provided, however, that the Board may permit variances in such certified resolution from the form or substance of such resolution if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program, the Bondholders and such certified resolutions are acceptable to the Trustee;

(b) An opinion of the Borrower's counsel in form and substance substantially identical to the Attorney's Opinion hereto; provided, however, that the Board may permit variances in such opinion from the form or substance of such Attorney's Opinion if, in the good faith judgment of the Board, such variance is not to the material detriment of the interests of the Program, the Bondholders and such opinion is acceptable to the Trustee;

(c) The executed Security Instrument, attached hereto, required by the Board, including evidence of filing of a financing statement, if any, in every office in which it is required to be filed in order to perfect the security interest of the Board in the personal property pledged pursuant to the Security Instrument;

(d) A bill, or bills of sale, construction contract or contracts, invoice or invoices, purchase order or purchase orders or other evidence satisfactory to the Board that the Project has been purchased, ordered, constructed or installed by the Borrower or that any construction has been substantially completed and that payment therefor is due and owing or, if the Borrower is to be reimbursed, that payment has been made; and for any debt being refinanced, the canceled note or other financing document or other evidence satisfactory to the Board of such refinancing;

(e) Such other closing documents and certificates as the Board may reasonably request.

Section 4.05. Initial and Subsequent Draws of Loan.

For the initial draw of the Loan, the Borrower shall deliver to the Board an executed copy of the Agreement, complete with all attachments as listed in Section 4.04 including the Note and the Agreement Resolution and other documents the Board requires.

For subsequent draws, if applicable, the Borrower shall deliver to the Board, an executed copy of a Disbursement Request and Security Instrument, if required, and any other documents the Board requires.

ARTICLE V. LOAN REPAYMENTS AND NOTE.

Section 5.01. Payment of Loan Repayments

(a) The Loan Repayment Dates shall be on February 15 and August 15 of each year with the first Loan Repayment Date determined as follows:

<u>Date of Draw</u>	<u>First Loan Repayment Date</u>	<u>Payment Consisting of:</u>
February 15 through April 17	August 15	Principal and Interest
April 18 through June 16	August 15	Interest only
June 17 through August 14	February 15	Principal and interest from date of draw
August 15 through October 18	February 15	Principal and Interest
October 19 through December 17	February 15	Interest only
December 18 through February 14	August 15	Principal and Interest from date of draw

(b) Borrower hereby agrees to make Loan Repayments to the Trustee on each Loan Repayment Date to be calculated by the Trustee and consisting of the sum of the following items:

(i) Principal in an amount based upon the initial Amortization Schedule, the Amortization Schedule being initially determined utilizing the Initial Interest Rate. Each advance of the principal of the Loan as shown on the Amortization Schedule shall be repaid in semiannual installments on each Loan Repayment Date commencing on the first Loan Repayment Date following the date thereof and ending on the final maturity date set forth on the Amortization Schedule. Principal payments will not be adjusted but the interest payment will be adjusted as provided in Section 5.01 hereof.

(ii) Interest for each Adjustment Period at the Loan Rate.

(c) The Loan Rate shall equal the interest rate on the Board's bonds, as determined pursuant to Section 3.03 of the Indenture, plus up to 1 1/2% per annum as is necessary to pay the Borrower's share of Program Expenses as determined by the Board. The interest rate on the Bonds shall not exceed 15% per annum.

(d) Within thirty days of the Adjustment Date the Trustee shall calculate the new interest component of the Loan Repayments and shall send a revised Amortization Schedule to the Borrower showing the amount of the Borrower's semiannual Loan Repayments.

(e) Loan Repayments may be made by check, wire transfer, or Automatic Clearing House (ACH) of funds to the Trustee.

Section 5.02. Delinquent Loan Payments.

From and after any Loan Repayment Date, until repaid, the Loan shall bear interest at a rate equal to two percent on the yield (coupon equivalent) as of the Loan Repayment Date, on United States of America Treasury Bills of a duration as close as possible to the term over which the Loan Repayment is delinquent.

Section 5.03. The Note.

On the date of this Agreement, the Borrower shall execute the attached Note. The obligations of the Borrower under the Note shall be deemed to be amounts payable under Section 5.01. Each payment made to the

Trustee pursuant to the Note shall be deemed to be a credit against the corresponding obligation of the Borrower under Section 5.01 and any such payment made to the Trustee shall fulfill the Borrower's obligation to pay such amount hereunder and under the Note.

ARTICLE VI. TERM.

The term of the Loan will be a maximum of seven (7) years and the specific term for each loan draw will be set forth in the Borrower's Draw Certificate.

ARTICLE VII. OBLIGATIONS OF BORROWER UNCONDITIONAL

Section 7.01. Obligations of Borrower.

The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of set off, counterclaim or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

ARTICLE VIII. FINANCIAL COVENANTS (GENERAL FUND).

Section 8.01. Representation Regarding the Property Tax Limitation Act.

The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-420, as amended (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the Loan Repayments to be made under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that such Loan Repayments can and will be made from revenues available to the Borrower, notwithstanding the provisions of the Property Tax Limitation Act.

Section 8.02. Levy and Appropriate Funds to Repay Loan.

The Borrower agrees that in order to meet its obligation to make the Loan Repayments and all other payments hereunder that it will budget for as authorized and appropriate from taxes or any other available sources in each fiscal year during the term of this Agreement an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act and will reduce other expenditures if necessary to make the payments hereunder when due.

Section 8.03. Reports and Opinion; Inspections.

(a) The Borrower shall deliver to the Board by no later than August 15 of each year during the term of this Agreement, a certificate in substantially the form attached hereto that the Governing Body of the Borrower has budgeted and appropriated for the then current Fiscal Year an amount sufficient to make the Loan Repayments due in that Fiscal Year, as required in Article VIII hereof.

(b) The Borrower agrees to permit the Board and the Trustee to examine, visit and inspect, at any reasonable time, the property constituting the Project, and the Borrower's facilities, and any accounts, books and records, including its receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and to supply such reports and information as the Board or the Trustee may reasonably require.

ARTICLE IX. DISCLAIMER OF WARRANTIES.

THE BOARD AND ITS AGENTS MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR

FITNESS FOR ANY OR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PORTION THEREOF OR ANY OTHER WARRANTY WITH RESPECT THERETO. In no event shall the Board or the Trustee or their respective agents be liable for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or Borrower's use of the Project or any item or products or services provided for in this Agreement.

ARTICLE X. OPTION TO PREPAY LOAN.

The Borrower may prepay the Loan in whole or in part upon giving 30 days prior written notice to the Board.

If the Loan is prepaid in part, the principal amount of the Loan shall be reduced by the portion of the prepayment representing principal and the Loan shall be reamortized by ratably reducing the principal portion of each remaining Loan Repayment.

ARTICLE XI. ASSIGNMENT.

Section 11.01. Assignment by Board or Trustee.

(a) The Borrower expressly acknowledges that all right, title and interest of the Board in and to this Agreement (except for the rights of the Board to indemnification pursuant to Section 13.08 hereof) the Note, and the Security Instrument have been assigned to the Trustee, as security for the Bonds, under and as provided in the Indenture, and that if any Event of Default shall occur, the Trustee shall be entitled to act hereunder in the place and stead of the Board. In addition, the Borrower acknowledges that the Board has appointed the Trustee as servicer entitled to act hereunder in the place and stead of the Board. This Agreement, the Note, and the Security Instrument, including (without limitation) the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce performance by the Borrower of its other obligations hereunder, may be further assigned and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of the Borrower. Forthwith upon any such assignment the Trustee shall notify the Borrower thereof.

(b) The Borrower acknowledges that payment of the Bonds does not constitute payment of the amounts due under this Agreement.

Section 11.02. Assignment by Borrower.

This Agreement may not be assigned or encumbered by the Borrower for any reason without the express written consent of the Trustee and the Board.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES.

Section 12.01. Events of Default Defined.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Borrower to pay any Loan Repayment required to be paid hereunder at the time specified herein and the continuation of such failure for a period of three (3) days after telephonic or e-mail notice by the Trustee that such payment has not been received;

(b) Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than as referred to in Section 12.01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is

given to the Borrower by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Default is corrected;

(c) Any warranty, representation or other statement by or on behalf of the Borrower contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the Loan, is false or misleading in any material respect;

(d) The Borrower files a petition in voluntary bankruptcy under the United States Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(e) The Borrower is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days;

(f) A default occurs under the Security Instrument, if any.

Section 12.02. Notice of Default.

The Borrower agrees to give the Trustee and the Board prompt written notice if any petition referred to in Section 12.01(d) is filed by the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default immediately upon becoming aware of the existence thereof.

Section 12.03. Remedies on Default.

If an Event of Default referred to in Section 12.01(d) shall have occurred, the Trustee shall declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand. Whenever any Event of Default referred to in Section 12.01 hereof shall have happened and be continuing, the Trustee or the Board shall have the right to take any action permitted or required pursuant to the Indenture and shall take one or any combination of the following remedial steps:

(a) Declare the Loan and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by Borrower without further notice or demand; and

(b) Take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its or the Board's rights hereunder, including without limitation, the appointment of a receiver as provided in the Act.

Section 12.04. Attorneys Fees and Other Expenses.

The Borrower shall on demand pay to the Board or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses incurred by either of them, or by any agency of the State selected by the Board to act on its behalf or by the Attorney General, in the collection of Loan Repayments or any other sum due or the enforcement of performance of any other obligations of Borrower upon an Event of Default.

Section 12.05. Application of Moneys.

Any moneys collected by the Board or the Trustee pursuant to Section 12.03 hereof shall be applied (a) first, to pay any attorney's fees or other fees and expenses owed by Borrower pursuant to Section 12.04 hereof; (b) second, to pay interest due on the Loan; (c) third, to pay principal due on the Loan; (d) fourth, to pay any other amounts due hereunder; and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 12.05).

Section 12.06. No Remedy Exclusive, Waiver and Notice.

No remedy herein conferred upon or reserved to the Board or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Board or the Trustee to exercise any remedy reserved to it in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

ARTICLE XIII. MISCELLANEOUS.

Section 13.01. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or five days after mailed by registered or certified mail, postage prepaid, to the Borrower at the address specified on the cover hereof and to the other parties at the following addresses:

- (1) Board: Montana Board of Investments
Attn: Bond Program Office
P.O. Box 200126
Helena, Montana 59620-0126

- (2) Trustee: U. S. Bank National Association
Corporate Trust Services PD-WA-T7CT
1420 Fifth Avenue, 7th Floor
Seattle, WA 98101

Any of the parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.02. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Board, the Borrower and their respective successors and assigns.

Section 13.03. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications.

This Agreement may not be amended by the Board and the Borrower unless such amendment shall have been consented to in writing by the Trustee.

Section 13.05. Execution in Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Act.

This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Consents and Approvals.

Whenever the written consent or approval of the Board shall be required under the provisions of this Agreement, such consent or approval may be given by the Executive Director of the Board, unless otherwise provided by law or by rules, regulations or resolutions of the Board or unless delegated to the Trustee.

Section 13.08. Indemnity.

The Borrower agrees to indemnify and hold harmless the Board and the Trustee, their respective officers, employees and agents, from and against any and all losses, claims, damages, liability or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees for attorneys, accountants, consultants and other experts) (collectively referred to hereinafter in this Section 13.08 as "Damages") as follows:

(a) For all Damages arising out of, resulting from or in any way connected with the Loan or this Agreement, without limitation; and

(b) For all Damages arising out of, resulting from or in any way connected with the acquisition, construction, installation and operation of the Project.

Notwithstanding the foregoing, the Borrower shall have no liability for damages solely arising out of, resulting from or connected to the Loan or Agreement of any other Borrower.

Section 13.09. Waiver of Personal Liability.

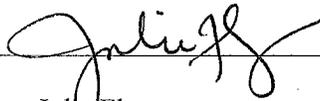
No member, officer, agent or employee of the Board shall be individually or personally liable for the making of the Loan or be subject to any personal liability or accountability by reason hereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Section 13.10. Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, the Board has executed this Agreement by its duly authorized officers and the Borrower has caused this Agreement to be executed in its name by its duly authorized officers. All of the above occurred as of the date first above written.

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA


By Julie Flynn
Its Bond Program Officer

CITY OF WHITEFISH

By John Muhlfeld
Its Mayor

WITNESS OR ATTEST:

By Necile Lorang
Its City Clerk

DESCRIPTION OF THE PROJECT/SUMMARY OF DISBURSEMENTS
FOR
CITY OF WHITEFISH

Allocated
Amount
of Loan

Description of Project

1. 2014 Peterbilt Chassis/Rosenbauer Water Tender \$211,000.00

Draw #	Description of Item	Amount Allocated for Item	Date of Draw	Amount of Draw	Amount Remaining for Item	Remaining Reserved Amount
				Reserved Amount		\$211,000.00
2581-01	#1 above	\$211,000.00	1/30/2015	211,000.00	0.00	0.00

BORROWER'S DRAW CERTIFICATE NO. 1
FOR DISBURSEMENT OF FUNDS
UNDER THE LOAN AGREEMENT

The undersigned, Authorized Representative of the City of Whitefish (the "Borrower") under the Loan Agreement, dated as of January 30, 2015 (the "Loan Agreement"), by and between the Board of Investments of the state of Montana (the "Board"), certify pursuant to Section 4.04, as follows:

1. We have read Section 4.05 of the Loan Agreement and the subsections of Section 4.04 referred to therein and have reviewed appropriate records and documents of the Borrower relating to matters covered by this Certificate. All capitalized terms used in this Certificate shall have the meanings given them in the Loan Agreement unless otherwise defined herein;

2. All terms and conditions of the Loan Agreement to be complied with by the Borrower as of the date hereof have been complied with and satisfied, and all documents described in Section 4 have been delivered;

3. The item number, amount, and nature of each item of Project Costs, as shown on the attached Borrower's Cash Advance Certificate, hereby requested to be reimbursed or paid to the Borrower (a) has been paid or incurred, (b) is an eligible Project Cost, and (c) has not been previously reimbursed or paid by the Program under the Loan Agreement;

4. To our knowledge after reasonable investigation, there has been no default by the Borrower under the Loan Agreement, which has not been cured; and

5. All representations and warranties made by the Borrower in the Loan Agreement are true and correct on and as of the date of this Borrower's Certificate with the same effect as if made on such date.

You are hereby requested to advance pursuant to Section 4.05 of the Loan Agreement the amount shown on the Borrower's Cash Advance Certificate and make payment to the entitled entity to receipt thereof as shown on said Certificate.

WITNESS my hand this 30th day of January, 2015.

CITY OF WHITEFISH

By John Muhlfeld
Its Mayor

ATTEST:

By Necile Lorang
Its City Clerk

BORROWER'S CASH ADVANCE CERTIFICATE NO. 1

1. Closing Date for Loan: January 30, 2015
2. Cash Amount to be Advanced (wire): \$211,000.00
3. The Term Over Which the Loan Advance is to be Amortized:
January 30, 2015 through February 15, 2022 (7 years)
4. Items to be Financed (serial number, model):

<u>Item</u>	<u>Serial and Model Number</u>	<u>Amount</u>
2014 Peterbilt Chassis/Rosenbauer Water Tender	1NP9LJ0X6FD256669	\$ 211,000.00

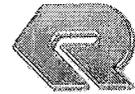
SPECIAL INSTRUCTIONS:

- wire funds to: Glacier Bank
ABA # 092902404
For Cr To City of Whitefish
Acct. #129008604
FFC

General Fire Apparatus, Inc.

4004 East Trent Avenue
Spokane, Washington 99202

SPECIALTY VEHICLES



"FINAL INVOICE"

Date: December 30, 2014
Department: Whitefish Fire Department
275 Flathead Avenue
Whitefish, Montana 59937
VIN #: 1NP9LJ0X6FD256669

Purchase of *One (1) Peterbilt Chassis Mounted To a Rosenbauer Fire Apparatus*

Your new Rosenbauer / General Fire Apparatus is nearing completion. This is your notice to allow sufficient amount of time to make your payment arrangements. If additional change orders are recorded or requested after this final invoice, there will be a separate invoice processed and sent to separately.

<u>Item and Description:</u>	<u>Amount</u>
Fire Apparatus Contract Price:	\$ 280,855.00
Change Order #1	+\$ 000.00
Change Order #2	+\$ 000.00
Change Order #3	+\$ 9,329.00
Change Order #4	+\$ 000.00
Change Order #5	+\$ 1,910.00
Change Order #6	+\$ 000.00
Total Purchase Order / Sub-Total Amount:	\$ 292,094.00
Chassis Prepayment Discount:	<\$ 4,800.00>
Peterbilt Show Discount:	<\$ 2,500.00>
Chassis Payment:	<\$126,879.00>

Total Amount Due As Per Contract \$157,915.00

Please make payment to:
General Fire Apparatus, Inc.
4004 East Trent Avenue
Spokane, Washington 99202

Thank You for your business and opportunity to serve you and your citizens. We appreciate the chance to earn your trust and help protect fire service area / population. If you have any questions or comments, please feel free to contact us at 1-800-541-4218.

Authorized Distributor For Rosenbauer Fire Apparatus.

YOUR SINGLE SOURCE FOR SALES & SERVICE SINCE 1957

PROMISSORY NOTE

FOR VALUE RECEIVED, the City of Whitefish, a political subdivision organized under the laws of the state of Montana (the "Borrower"), hereby promises to pay to the order of the Board of Investments of the State of Montana (the "Board") the principal amount of TWO HUNDRED ELEVEN THOUSAND AND 00/100 DOLLARS (\$211,000.00) or such lesser amount as shall actually be advanced to the Borrower under the Loan Agreement (hereinafter defined) as evidenced by the Amortization Schedule attached hereto and as annually revised by March 15 for every year the loan advance is outstanding, together with interest thereon in the amount calculated as provided in the Loan Agreement, payable semiannually on February 15 and August 15 in the amounts and as provided in the Loan Agreement and as set forth hereto.

The maturity date of this loan as evidenced by this Promissory Note is February 15, 2022 or sooner at the option of the Borrower pursuant to the Loan Agreement.

This Promissory Note is issued pursuant to the Loan Agreement dated as of January 30, 2015, between the Board and the Borrower (the "Loan Agreement"), and issued in consideration of the loan made thereunder (the "Loan") and in evidence of the obligations of the Borrower set forth in Section 5 thereof. This Promissory Note has been assigned to the Trustee under the Indentures of the Program. Payments hereunder shall be made directly to the Trustee for the account of the Board pursuant to such assignment. Such assignment has been made as security for the payment of the Board of Investments' INTERCAP bonds. All of the terms, conditions and provisions of the Loan Agreement are, by this reference hereto, incorporated herein as a part of this Promissory Note.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Pursuant to the Loan Agreement, advances shall be made to the Borrower under the Loan Agreement from time to time upon the terms and conditions set forth in the Loan Agreement.

This Promissory Note is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional without any defense or right of setoff, counterclaim or recoupment by reason of any default by the Board under the Loan Agreement or under any other indebtedness or liability at any time owing to the Borrower by the Board or for any other reason.

This Promissory Note is subject to optional prepayment under the terms and conditions provided in Article X of the Loan Agreement upon giving 30 days prior written notice to the Board.

If an "Event of Default" occurs under Section 12.01 of the Loan Agreement, the principal of this Promissory Note may be declared due and payable in the manner and to the extent provided in Article XII of the Loan Agreement.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Montana to be done, to exist, to happen and to be performed precedent to and in the issuance of this Note, in order to make it a valid and binding obligation of the Borrower according to its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Borrower will, as authorized by and according to applicable provisions and limitations of law annually levy sufficient tax receipts or collect sufficient revenues, as

the case may be, with other funds available therefor, to pay the principal and interest hereon when due; and that this Note, together with all other indebtedness of the Borrower outstanding on the date of original issue hereof and on the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness of the Borrower.

IN WITNESS WHEREOF, the City of Whitefish has caused this Promissory Note to be duly executed, attested and delivered, as of this 30th day of January, 2015.

CITY OF WHITEFISH

By John Muhlfeld
Its Mayor

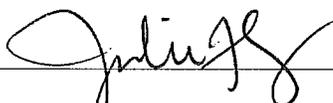
(SEAL)

ATTEST:

By Necile Lorang
Its City Clerk

Board of Investments of the State of Montana hereby assigns the foregoing Loan Agreement and Promissory Note to U. S. Bank National Association (formerly known as First Trust Company of Montana), as Trustee.

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA



By Julie Flynn
Its Bond Program Officer

MONTANA BOARD OF INVESTMENTS
ANNUAL ADJUSTABLE RATE TENDER OPTION
MUNICIPAL FINANCE CONSOLIDATION ACT BONDS
(INTERCAP REVOLVING PROGRAM)

Municipality:	City of Whitefish	Final Payment:	February 15, 2022
Total Commitment:	\$211,000.00	Total # of Payments:	14
Total Draws to Date:	\$0.00	Draw Number:	2581 1
This Draw Down:	\$211,000.00	Date of this Draw:	January 30, 2015
Remaining Commitment:	\$0.00	Date of Loan Agreement:	January 30, 2015
Project:	Water Tender Fire Apparatus	Series:	2000

<u>Payment Due</u>	<u>Interest Rate</u>	<u># Days Due</u>	<u>Interest Payment</u>	<u>Principal Payment</u>	<u>O/S Loan Balance</u>	<u>Total Amount of Payment</u>
			Beginning Balance		211,000.00	*please see comments
02/15/15	1.000%	16	92.49	0.00	211,000.00	0.00
08/15/15		181		14,688.88	196,311.12	
02/15/16		184		14,653.09	181,658.03	
08/15/16		182		14,739.39	166,918.64	
02/15/17		184		14,803.56	152,115.08	
08/15/17		181		14,888.39	137,226.69	
02/15/18		184		14,950.94	122,275.75	
08/15/18		181		15,036.36	107,239.39	
02/15/19		184		15,102.11	92,137.28	
08/15/19		181		15,185.81	76,951.47	
02/15/20		184		15,254.79	61,696.67	
08/15/20		182		15,335.92	46,360.76	
02/15/21		184		15,409.64	30,951.11	
08/15/21		181		15,489.23	15,461.88	
02/15/22		184		<u>15,461.88</u>	0.00	
				<u>211,000.00</u>		

COMMENTS:

Interest payment shown is not due. Your first payment will be on August 15, 2015. Interest payments shown from February 16, 2014 to February 15, 2015 are computed at 1.00%. After February 15, 2015 interest rates will be adjusted to reflect the adjusted interest rate applied on the outstanding principal balance. We will send a revised amortization schedule combining the February 15, 2015 interest at 1.00% and the August 15, 2015 principal & interest at the new adjusted rate.

IMPORTANT: If payment is made by check, please send the enclosed amortization schedule(s) with check for proper credit. Please make sure that SpA Lockbox CM9695 is on both the check and envelope.

Please mail a **copy of the amortization schedule** with a check made payable to:

U.S. Bank Trust-SpA Lockbox CM9695
ATTN: Operations Center
1200 Energy Park Drive
St. Paul, MN 55108

OR

Please wire funds to:

U.S. Bank N.A. (Minneapolis)
ABA 091000022
FFC: U.S. Bank Trust N.A.
Account # 180121167365
Wire Clearing Account # 47300023
ATTN: 50364256/996103DKO
INTERCAP: City of Whitefish

OPINION OF BORROWER'S COUNSEL

[TO BE TYPED ON LETTERHEAD OF BORROWER'S COUNSEL]

TO BE DATED THE DATE OF CLOSING

(January 30, 2015)

Board of Investments
of the State of Montana
2401 Colonial Drive, 3rd Floor
P.O. Box 200126
Helena, MT 59620-0126

U.S. Bank Trust National Association MT
Corporate Trust Department WWH1022
1420 Fifth Avenue, 7th Floor
Seattle, WA 98101

Ladies and Gentlemen:

I have served as counsel to the City of Whitefish (the "Borrower") in connection with its participation in the INTERCAP Program (the "Program") of the Board of Investments of the State of Montana (the "Board"). Terms used herein which are defined in the Loan Agreement, dated as of January 30, 2015, (the "Loan Agreement") between the Borrower and the Board shall have the meanings specified therein. The resolution of the Borrower authorizing its participation in the Program and the issuance of its Loan Agreement relating thereto is herein referred to as the Loan Agreement Resolution.

I have examined, among other things:

- i) the Borrower Act;
- ii) the Loan Agreement dated as of January 30, 2015 and executed by the Borrower;
- iii) the Promissory Note (the "Note") dated as of January 30, 2015 and executed by the Borrower;
- iv) Resolution No. _____ of the Borrower, dated _____ (the "Loan Agreement Resolution");
- v) the Security Agreement (the "Security Agreement") from the Borrower to the Board, dated as of January 30, 2015;

USE EITHER vi) BELOW DEPENDING ON WHETHER TITLE HAS BEEN RECEIVED

- vi) the Notice of Lien with Title from the Borrower, as debtor, to the Board, as secured party, mailed for filing on _____, to the office of the Flathead County Treasurer Motor Vehicle Office;
- vi) upon receipt of Title, the Notice of Lien with Title from the Borrower, as debtor, to the Board, as secured party, will be mailed for filing to the office of the Flathead County Treasurer Motor Vehicle Office;

vii) the proceedings of the Borrower with respect to the due execution and delivery by the Borrower of the Loan Agreement, Note and Security Agreements (the Program Documents), and such certificates and other documents relating to the Borrower, the Program Documents and the Loan Agreement Resolution of the Borrower and have made such other examination of applicable Montana law and a review of the Borrower's actions with respect to applicable ordinances and resolutions as we have deemed necessary in giving this opinion.

Based upon the foregoing, we are of the opinion that:

(a) The Borrower is a political subdivision duly organized and validly existing under the laws and Constitution of the State of Montana with full legal right, power and authority to enter into, execute and perform its obligations under the Program Documents and to carry out and effectuate the transactions contemplated thereunder.

(b) The execution of the Loan Agreement and Promissory Note have been duly authorized and are valid, binding and enforceable against the Borrower in accordance with its terms.

(c) The Loan Agreement Resolution of the Borrower has been duly adopted and is valid, binding and enforceable against the Borrower in accordance with its terms.

(d) The Borrower has taken all action required to be taken by it to authorize the execution and delivery of and the performance of the obligations contained in the Program Documents; and such authorization is in full force and effect on the date hereof.

(e) The Borrower has complied with all applicable competitive bidding requirements for the purchase, acquisition, and construction of the Project.

(f) No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required to be obtained by the Borrower in connection with the execution, delivery and performance of the Program Documents or the consummation of the other transactions effected or contemplated thereby.

(g) The execution, delivery and performance of the Program Documents, and compliance with the provisions thereof will not conflict with or constitute a breach of, a violation of, or default under, the Constitution of the State of Montana, or any existing law, charter, judgment, ordinance, administrative regulation, decree, order or resolution of or relating to the Borrower and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument, to which the Borrower is a party or by which it is bound or to which it is subject.

(h) The Program Documents executed by the Borrower, when delivered to the Board, will have been duly authorized and executed and will constitute validly issued and legally binding obligations of the Borrower according to their terms.

(i) No other lien has been filed on this vehicle.

(j) The Board has a direct and valid first security interest in the Project. The Notice of Lien has been (or will be) duly filed for record in such manner at such places as required by law, in order to give constructive notice of and to establish, preserve and protect the lien and security interest of the Board on all properties of every kind described in the Security Agreement. No other recording, filing, rerecording or refileing is required.

It is understood that the enforceability of the Program Documents may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement or creditors rights.

Sincerely,

Borrower Attorney

SECURITY AGREEMENT

This SECURITY AGREEMENT (the "Security Agreement" or "Agreement") is made as of January 30, 2015 by and between the City of Whitefish (the "Borrower"), an Eligible Government Unit, duly organized and validly existing under the laws and Constitution of the state of Montana, and the Board of Investments of the State of Montana (the "Board"). The Borrower enters this agreement in consideration of the loan to it by the Board and for the purpose of securing the Borrower's performance of each and every covenant contained in this agreement and in that certain Loan Agreement dated as of January 30, 2015 by and between the Board and the Borrower (the "Loan Agreement"). All right, title and interest of the Board in this Agreement and the Collateral subject hereto shall be assigned to U. S. Bank National Association (formerly known as First Trust Company of Montana National Association and as the First Trust Company of Montana) (the "Trustee"), as Trustee, under the Indenture of Trust dated March 1, 1991, a First Supplemental Indenture of Trust dated as of March 1, 1992, and a Second Supplemental Indenture of Trust dated as of June 1, 1994 (together the "Indenture") between the Board and the Trustee.

Section 1. Grant.

The Borrower hereby grants the Board a security interest in all goods, equipment, machinery, inventory, furniture, furnishings, fixtures, and all other tangible personal property of the Borrower described in this Security Agreement, whether currently owned or hereafter acquired, together with all accessories, attachments, and additions thereto and replacements therefor and all rents, income and proceeds therefrom (all such property being herein referred to collectively as the "Collateral").

Section 2. Representations.

Borrower represents and warrants that the Collateral, or any part thereof, is not subject to, and shall be kept free from, any security interest, lien or encumbrance other than permitted encumbrances as hereinafter defined in Section 8 hereof ("Permitted Encumbrances").

Section 3. Covenants of the Borrower.

For the purpose of protecting and preserving the security of this Security Agreement, the Borrower promises:

(a) (i) to care for and keep all of the Collateral in good condition and repair; (ii) not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) the Collateral; provided, however, that the Borrower may make such proper replacements, repairs, removals and alterations as it shall in good faith determine to be necessary or advisable to maintain or enhance the efficiency and value of the security created hereby; (iii) to comply with all laws, ordinances, regulations, conditions and restrictions now or hereafter affecting the Collateral or any part thereof; (iv) not to commit or permit any waste and not to permit any deterioration of the Collateral; and (v) not to commit, suffer or permit any act to be done in, upon, or with the Collateral in violation of any law or ordinance if such act might have consequences that would materially and adversely affect the financial condition, assets, properties or operation of the Borrower;

(b) to provide and maintain hazard insurance on the Collateral for its full replacement value; to obtain such insurance from a company of the Borrower's choice, subject to the Trustee's and the Board's approval; to name the Trustee and the Board as additional insured parties in such policies; to deliver duplicate originals or certified copies of the policies of said insurance to the Trustee upon its request;

(c) to appear in and defend any action or proceeding affecting or purporting to affect the security of this Security Agreement, and additional or other security for any of the obligations secured hereby, or the interest, rights, powers, or duties of the Trustee of the Board hereunder, it being agreed, however, that in the case of an action or proceeding against the Trustee or the Board said Trustee or Board, at their option, may appear in and defend any such action or proceeding and, in addition, it being agreed that the Trustee may commence any action or proceeding deemed necessary by it to perfect, maintain or protect such interest, rights, powers or duties, all in such manner and to such extent as it may see fit, and the Trustee is authorized to pay, purchase or compromise on behalf of the Borrower any encumbrance or claim which in its judgment appears or purports to affect the security hereof or to be superior hereto; to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any above described action or proceeding in which the Board or the Trustee may appear;

(d) to pay immediately and without demand all reasonable and necessary sums that the Trustee or the Board expend to enforce the terms of this agreement, including attorneys' fees, with interest from date of expenditure at the rate of twelve percent (12%) per annum; and

(e) (i) to inform the Trustee and the Board in writing of the location of such Collateral and of any changes in the Collateral's location, to execute and deliver to the Trustee and the Board such financing statements and other documents in a form satisfactory to the Trustee and the Board, (ii) to do all acts that may be reasonably requested in order to establish and maintain a perfected interest in the Collateral, and (iii) to pay the costs of filing any notices or statements in any public office in which the Trustee deems filing or recording to be necessary or desirable.

Section 4. Acceptance Not Waiver.

By accepting payment of any sum secured hereby after its due date, neither the Trustee nor the Board shall be deemed to have waived its right either to require prompt payment when due of all other sums so secured or to declare default as herein provided for failure so to pay.

Section 5. Amendment, Additional Security.

Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Security Agreement upon any property not then or theretofore released as security for the full amount of all unpaid obligations, the Trustee may, upon written request by the Board, and without notice to the Borrower, release any person other than the Borrower so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences or releases or cause to be released any portion or all of the Collateral, release any other or additional security for any obligation herein mentioned, to make compositions or other arrangements with debtors in relation thereto; and if the Trustee at any time holds any additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same at its option, either before or concurrently herewith or after a sale is made hereunder.

Section 6. Right of Entry for Inspection.

The Trustee and the Board and their employees and agents may inspect the Collateral at any reasonable time or times, regardless of where such Collateral is located.

Section 7. Entry, Possession, Operation of Equipment and Other Remedies.

If the Borrower fails or refuses to make any payment or to do any act which this agreement obligates it to make or do at the time and in the manner herein provided, then the Trustee and the Board, in their sole discretion, without notice to or demand upon the Borrower and without releasing the Borrower from any obligation hereof, are each authorized to do any of the following:

(a) make any such payment or do any such act in such manner and to such extent as they may deem necessary to protect the security hereof; or

(b) pay, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of the Trustee or Board may affect or appear to affect the security of this Security Agreement, the interest of the Board or the rights, powers or duties of the Trustee or the Board hereunder.

In addition to any right or remedies it may have hereunder or otherwise, the Trustee or the Board shall have all the rights and remedies of a secured party under the Uniform Commercial Code of Montana, including without limitation, the right to dispose of such Collateral at public or private sale.

The Trustee and the Board are not obligated to make any of the payments or to do any of the acts mentioned above, but, upon election so to do, employment of an attorney is authorized and payment of such attorney's fees and of all other necessary expenditures is hereby secured under this Security Agreement.

Section 8. Permitted Encumbrances.

There are no Permitted Encumbrances allowed under this Agreement.

Section 9. Duration of Security Interest.

The security interest herein granted shall continue in full force and effect until all indebtedness hereby secured shall have been fully paid and satisfied and all commitments of the Board to extend credit to or for the account of the Borrower have expired.

Section 10. Additional Security.

The Trustee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Security Agreement or under any other agreement or any laws now or hereafter in force, notwithstanding that some or all of the indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by mortgage, deed of trust, security agreement, lien, or otherwise. The obligation to repay the indebtedness secured hereby remains without reference to condition, disposition or location of the Collateral. Neither the Trustee's acceptance of this Security Agreement nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect the Trustee's right to realize upon or enforce any other security now or hereafter held by the Trustee or the Board.

Section 11. Successors and Assigns.

This Security Agreement applies to, inures to the benefit of, and binds all parties hereto, the Board and the successors and assigns of any of them.

Section 12. Severability.

If any provision hereof should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of the remainder of this Security Agreement.

Section 13. Notice of Actions.

The Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which the Borrower, the Board or the Trustee shall be a party, unless brought by the Trustee, or of any pending sale under any other deed of trust or security agreement.

Section 14. Charge for Provision of Statement.

For any statement regarding the obligations secured hereby, a charge, which the Borrower agrees to pay, may be made in an amount not exceeding the maximum allowed by law at the time any such statement is requested.

Section 15. Waiver of Statute of Limitations.

The right to plead any and all statutes of limitations as a defense to any demand secured by this Security Agreement is hereby waived.

Section 16. Substitution of Trustee.

The Board may substitute a successor Trustee from time to time by recording at the places required by law an instrument stating the election by the Board to make such substitution and identifying this Security Agreement.

Section 17. Choice of Law.

The laws of the state of Montana shall govern the construction and interpretation of this agreement.

Section 18. Notice.

Notices to the Borrower may be mailed to it at: _____,
Attention: _____, or at such other address as the Borrower may file in writing with the Trustee. Notices to the Trustee hereunder may be mailed to it at: U. S. Bank National Association, Corporate Trust Services PD-WA-T7CT, 1420 Fifth Avenue, 7th Floor, Seattle, WA 98101, or at such other address as the Trustee may file in writing with the Borrower. Notices to the Board may be mailed to the Board of Investments of the State of Montana, P.O. Box 200126, Helena, Montana 59620-0126

IN WITNESS WHEREOF, the Borrower has caused this Security Agreement to be duly executed as of this 30th day of January, 2015.

CITY OF WHITEFISH

By John Muhlfeld
Its Mayor

(SEAL)

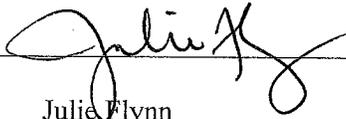
ATTEST:

By Necile Lorang
Its City Clerk

For value received, the undersigned hereby grants, assigns and transfers to U. S. Bank National Association (formerly known as First Trust Company of Montana National Association and as First Trust Company of Montana), as trustee under the Indenture of Trust dated March 1, 1991, between the undersigned and said trustee for the holders of the Board of Investments of the state of Montana Annual Adjustable Rate Tender Option Municipal Finance Consolidation Act Bonds (INTERCAP Revolving Program), Series 1991, all of its right, title and interest in this Security Agreement and the Collateral subject hereto.

Dated: January 30, 2015

BOARD OF INVESTMENTS OF THE
STATE OF MONTANA



By Julie Flynn
Its Bond Program Officer

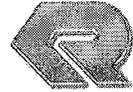
DESCRIPTION OF COLLATERAL

<u>Item</u>	<u>Serial and Model Number</u>	<u>Amount</u>
2014 Peterbilt Chassis/Rosenbauer Water Tender	1NP9LJ0X6FD256669	211,000.00

General Fire Apparatus, Inc.

4004 East Trent Avenue
Spokane, Washington 99202

SPECIALTY VEHICLES



"FINAL INVOICE"

Date: December 30, 2014
Department: Whitefish Fire Department
275 Flathead Avenue
Whitefish, Montana 59937
VIN #: 1NP9LJ0X6FD256669

Purchase of *One (1) Peterbilt Chassis Mounted To a Rosenbauer Fire Apparatus*

Your new Rosenbauer / General Fire Apparatus is nearing completion. This is your notice to allow sufficient amount of time to make your payment arrangements. If additional change orders are recorded or requested after this final invoice, there will be a separate invoice processed and sent to separately.

<u>Item and Description:</u>	<u>Amount</u>
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Change Order #2	+\$ 000.00
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Change Order #4	+\$ 000.00
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Change Order #6	+\$ 000.00
Total Purchase Order / Sub-Total Amount:	\$ 292,094.00
Chassis Prepayment Discount:	<\$ 4,800.00>
Peterbilt Show Discount:	<\$ 2,500.00>
Chassis Payment:	<\$126,879.00>

Total Amount Due As Per Contract \$157,915.00

Please make payment to:
General Fire Apparatus, Inc.
4004 East Trent Avenue
Spokane, Washington 99202

Thank You for your business and opportunity to serve you and your citizens. We appreciate the chance to earn your trust and help protect fire service area / population. If you have any questions or comments, please feel free to contact us at 1-800-541-4218.

Authorized Distributor For Rosenbauer Fire Apparatus.

YOUR SINGLE SOURCE FOR SALES & SERVICE SINCE 1957

CERTIFICATE OF APPROPRIATION

The undersigned Finance Director hereby certifies with respect to the Loan Agreement (the "Loan Agreement"), dated as of January 30, 2015, by and between the City of Whitefish (the "Borrower") and the Board of Investments (the "Board") that:

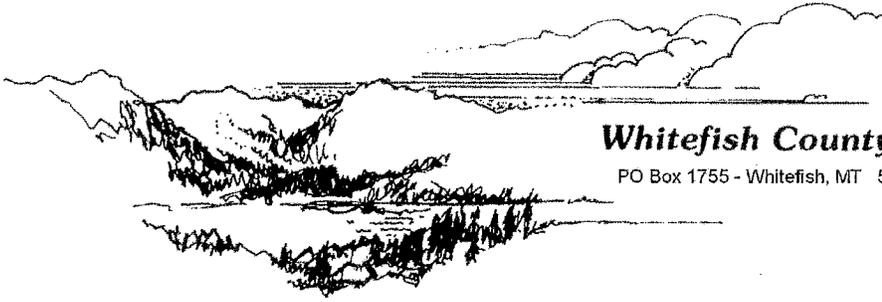
1. The governing body of the Borrower has prepared its budget for fiscal year 2015.
2. The Borrower has included in its budget an amount designated and sufficient to make the Loan Repayments (as defined in the "Loan Agreement") due in fiscal year 2015.

Dated this 30th day of January, 2015.

CITY OF WHITEFISH

By Dana Smith
Its Finance Director

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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

January 13th, 2015

To: John Muhlfeld, Mayor

Fr: Mike Koopal and Lori Curtis, Whitefish Lake Institute

Re: *Whitefish Community Wastewater Management Plan*

At the October 20, 2014 work-session with City Council, WLI was directed to facilitate partnerships to support Preliminary Engineering Report (PER) completion in at least two neighborhood areas identified in the Whitefish Community Wastewater Committee Management Plan report.

We met with the Whitefish County Water District (WCWD) on October 22nd and requested their partnership to sponsor Planning Grant applications to the Treasure State Endowment Program (TSEP) and Montana Department of Natural Resources and Conservation Renewable Grant and Loan Program (RRGL). The WCWD Board voted and approved their cooperation by sponsoring both TSEP and RRGL applications for a PER in the Lazy Bay neighborhood for the 2015 grant cycle. The WCWD Board also voted to contribute limited funds if required to complete the PER. Based on a later commitment from the Lion Mountain board, the WCWD modified their letter on January 12th, 2015 to sponsor either Lazy Bay or Lion Mountain (letter attached).

We met with the Lion Mountain board of director representatives on October 29th and November 24th to discuss the receptiveness of the Lion Mountain community for PER development. Our meetings with them led to support from their board for the project (letter attached). We also met with Underwood Estates HOA representatives on December 18th who pledged their support and to solicit their homeowners for financial contributions to the project.

We met with John Wilson from Public Works on December 4th to discuss the City's availability to sponsor planning grants considering other public works priority projects. John indicated that the City would likely be sponsoring planning grants for the new Wastewater Treatment Plant. As no one entity can apply for more than one project during any grant cycle, this would preclude the City from sponsoring a PER for one of these projects in this funding cycle. As a result, we requested that the Flathead Conservation District sponsor planning grants for East Lakeshore Drive.

We met with the Flathead Conservation District on November 24th and again on January 12th where they approved sponsoring DNRC RRGL and TSEP planning grants and contributing \$10,000 to the project. Moving forward, we will contact neighborhoods in the East Lakeshore Drive geographic scope to solicit their involvement and financial support.

Finally, we visited with Pam Smith, the RRGL Grant Manager at DNRC, to discuss the project and to confirm that we can apply for up to three RRGL and TSEP planning grants at once for the same waterbody.

Recommendations

We recommend that the City of Whitefish proceed with the development of Preliminary Engineering Reports for Lion Mountain and East Lakeshore Drive based on the partnerships that have been developed. Although the cost to prepare these PERs is unknown at this time, pending RFQ's and quotes from engineering firms, it is reasonable to expect consultant fees around \$55,000 for each report, for a rough total of \$110,000. In addition, the financial support from most of the sponsors and partners is currently unknown. The final geographic scope of each PER would need to be developed in consultation with the project sponsor and with input from Whitefish Public Works.

Lion Mountain Preliminary Engineering Report Project

Project Sponsor: Whitefish County Water District

Financial Sponsors: DNRC RRGL Planning Grant \$5,000-\$15,000 (spring 2015 Application)
TSEP Planning Grant up to \$15,000 (spring 2015 Application)
Whitefish County Water District
Lion Mountain HOA (possible individual contributions)
Underwood Estates HOA (possible individual contributions)
City of Whitefish

East Lakeshore Drive Preliminary Engineering Report Project

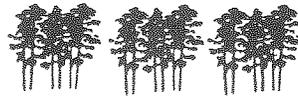
Project Sponsor: Flathead Conservation District

Financial Sponsors: DNRC RRGL Planning Grant \$5,000-\$15,000 (spring 2015 Application)
TSEP Planning Grant up to \$15,000 (spring 2015 Application)
Flathead Conservation District \$10,000 (committed)
City of Whitefish

Facilitator Contract

From the time that the Whitefish Community Wastewater Committee Management Plan was delivered to City Council, WLI has spent considerable pro-bono time facilitating and building partnerships for this project. We are pleased to have provided this support. Attached is a budget as requested at the October 24th work-session for us to continue serving as technical facilitators for this project.

We propose to facilitate this project through the completion of PERs for neighborhood solutions. After that point, if a Final Basis of Design and actual construction is pursued, we feel it more appropriate that the City Public Works manage the project or retain a consulting engineering firm to prepare the construction grant applications and the detailed engineering design. We would assist the City and their chosen consulting firm as needed for a seamless transition.



December 12, 2014

Whitefish Lake Institute
Re: Preliminary Engineering Report

The Lion Mountain Owner's Association Board (the Board) is aware of the current discussions underway at the Whitefish Lake Institute (WLI) regarding the septic leachate issue at various locations on Whitefish Lake. We understand that WLI is now considering appropriate next steps for addressing current and future pollution from aging and/or failing septic systems.

The Board recognizes the importance of obtaining scientific evidence of the sources of such pollution and potential remediation interventions. We support the idea of commissioning a Preliminary Engineering Report (PER) to provide this specific information. It is our understanding that neither LMOA, nor the Board, will be under any obligation as the result of such a study or its findings.

It is our understanding that the cost of such a study may range from \$20,000 to \$75,000 and that there are two "planning grants" that have been identified to partially fund a PER. The Board has been asked by the Whitefish Lake Institute to consider contributing to the unfunded portion of the PER and to participate in defining the parameters, scope and methodology of the PER.

The Board has determined that LMOA Covenants, Conditions and Restrictions (CC & R's) do not provide the Board the authority to undertake spending Association funds for such a study. Further, a change to our CC& R's requires a 90% affirmative vote of all of our property owners to effect a change to these policies. Such a hurdle is virtually insurmountable. For this reason, LMOA will not be able to commit any funds toward such a study.

The Board, however, supports the objectives of the study and certainly takes the water quality of WF Lake extremely seriously. Once the details have been worked out and an engineering firm selected to perform the study, we will consider expressing our support for such a study to our Members. Further, we will consider suggesting financial contributions by our Members, on an individual and voluntary basis, to help offset the costs of the study.

Lion Mountain Owners Association
Board of Directors
PO BOX 734
Whitefish MT 59937



Whitefish County Water District

PO Box 1755, Whitefish MT 59937
(406) 863-4820 • FAX (406) 863-4809

January 12, 2015

Chuck Stearn, Manager
City of Whitefish
PO Box 185
Whitefish, MT 59937

RE: Planning Grants

Dear Mr. Stearn;

The District appreciates the time invested by the Wastewater Committee in follow-up of the Leachate Study sponsored by the District and conducted by Whitefish Lake Institute.

It is very much agreed that some areas are deemed more critical and require further attention; therefore the District would support either the Lion Mountain or Lazy Bay areas at this point in time. After much review and discussion, the District has agreed to sponsor a planning grant application, possibly through TSEP or DNRC, in preparation of a PERS (Preliminary Engineering Report).

While we cannot commit to any funds at this point in time, we offer administrative support in cooperation with Whitefish Lake Institute and the City of Whitefish.

We look forward to hearing from you further in this regard.

Cordially,

Carl R. Denny
Board President

WHITEFISH COMMUNITY WASTEWATER MANAGEMENT PROGRAM CONTRACTOR MANAGEMENT DRAFT BUDGET			
Item	Hours	Rate	Amount
GENERAL PROJECT MANAGEMENT			
Facilitation/finalization of adoptable program	16	\$ 50.00	\$ 800.00
PRELIMINARY ENGINEERING REPORT GRANTS			
Planning grant preparation/communications - City of Whitefish	10	\$ 50.00	\$ 500.00
Planning grant preparation/communications - Flathead Conservation District	10	\$ 50.00	\$ 500.00
Planning grant preparation/communications - Whitefish County Water District	10	\$ 50.00	\$ 500.00
Project meetings w/all project partners: 4 quarterly @ 2 hrs ea	8	\$ 50.00	\$ 400.00
Project management/meeting preparation/reporting	16	\$ 50.00	\$ 800.00
RFP PROCESS			
Finalize PER project scope	8	\$ 50.00	\$ 400.00
RFP preparation/communications	8	\$ 50.00	\$ 400.00
Selection committee formation & management	5	\$ 50.00	\$ 250.00
Responder communications throughout selection process	5	\$ 50.00	\$ 250.00
Vendor selection matrix development	6	\$ 50.00	\$ 300.00
Vendor selection process, correspondence & follow-up	16	\$ 50.00	\$ 800.00
Final recommendations document w/funding options	16	\$ 50.00	\$ 800.00
EDUCATION & OUTREACH			
Outreach materials development (does not include production)	6	\$ 50.00	\$ 300.00
Community meeting preparation and implementation	5	\$ 50.00	\$ 250.00
Sub Total			
			\$ 7,250.00
Contingency	10%		\$ 725.00
TOTAL			\$ 7,975.00

1/11/2015

City of Whitefish Council Persons,

I am writing today to voice my opposition to the proposed LGBT non-discrimination ordinance. The values of the radical left are not my values and as a resident of Whitefish, such an ordinance if passed would not be representative of conservatives like me.

As a Christian I believe traditional morals and values are what build wholesome families and communities. The nuclear family is the backbone of a prosperous Western society, and the city of Whitefish in my opinion would be remiss to help undermine it. I want a family friendly place to raise children, not a place where gender-neutral bathrooms in our schools are the next step on this misguided path.

It is my hope that the City of Whitefish Council is wise enough not to pursue an agenda that is ultimately harmful for the community.

Sincerely,

Christian Rasch



BEFORE THE FISH AND WILDLIFE COMMISSION
OF THE STATE OF MONTANA

In the matter of the amendment of) NOTICE OF AMENDMENT
ARM 12.11.645 pertaining to)
Whitefish River)

TO: All Concerned Persons

1. On March 13, 2014, the Fish and Wildlife Commission (commission) published MAR Notice No. 12-406 pertaining to the public hearing on the proposed amendment of the above-stated rule at page 434 of the 2014 Montana Administrative Register, Issue Number 5. On July 10, 2014, the commission published a notice of extension of comment period at page 1460 of the 2014 Montana Administrative Register, Issue Number 13.

2. The commission has amended ARM 12.11.645 as proposed in the original proposal notice published on March 13, 2014, page 434, Issue Number 5.

3. The commission has thoroughly considered the comments and testimony received. A summary of the comments received and the commission's responses are as follows:

Comment 1: The commission received comments stating there wasn't a need to eliminate boating on the river altogether.

Response 1: The restriction adopted by the commission will not eliminate boating on the river entirely. The restriction is only on the use of gas motors from the train trestle to the JP Bridge, a distance of approximately 3 miles.

Comment 2: The commission received comments stating the use of motorized water craft should not be allowed at any time on the Whitefish River from the lake outlet to the bridge at JP Road.

Response 2: The proposed rule language was in response to petition submitted by the City of Whitefish and did not include the river upstream of the trestle. The current no-wake regulation would still be in effect in the river upstream of the trestle to Whitefish Lake.

Comment 3: The commission received comments stating motorized access to Whitefish Lake is important to many residents who live on the river because other accesses to the lake are very congested during the summer months and there is no public access on the Whitefish River for boats and trailers except Whitefish Lake.

Response 3: Motorized access is still allowed on this stretch of river; however, it will require people to either row their boats or use electric motors to get through the area between JP Bridge and the BNSF trestle.

Comment 4: The commission received comments stating the existing no-wake rule is impossible to enforce and a no-wake rule for the entire river would be easier to enforce.

Response 4: The current no-wake regulation is enforceable.

Comment 5: The commission received comments stating the proposed restrictions would harm tourism and comments stating the proposed restriction would improve tourism.

Response 5: The commission does not believe that the restrictions will have any impact on tourism in the area.

Comment 6: One person stated they have never experienced any unsafe conditions on the river.

Response 6: Restricting use to manually powered vessels and electric motors would decrease safety concerns.

Comment 7: The commission received a comment stating the petition process established a negative precedent of one user group lobbying to restrict access for other user groups.

Response 7: Many issues brought to the commission have user groups opposing each other. The commission considers all comments submitted when making a reasoned and informed decision.

Comment 8: The commission received comments supporting the additional language "minimum operating speed necessary to progress upstream."

Response 8: The commission did not add the new language to allow for minimum speed to maintain upstream travel and adopted the language submitted in the petition.

Comment 9: The commission received comments stating the rule amendment would limit fishing and hunting opportunities.

Response 9: The rule amendments do not affect the ability to fish the river. Hunting is already illegal on this stretch of river because it is within the Whitefish city limits and it is against the law to discharge a firearm in the city limits.

Comment 10: The commission received comments stating the environment concerns of noise and pollution from gas motors exist and also comments stating they don't exist.

Response 10: The rule will decrease noise and pollution caused by gas motors by limiting usage to manually powered vessels and electric motors.

Comment 11: The commission received comments stating the rule amendments will decrease the property value of privately owned land.

Response 11: It is unknown if this amendment will affect property values.

/s/ Dan Vermillion
Dan Vermillion
Chairman
Fish and Wildlife Commission

/s/ Zach Zipfel
Zach Zipfel
Rule Reviewer

Certified to the Secretary of State December 15, 2014.

The following pages were handed out at the City Council meeting the night of the meeting. They are included here as an addendum to the packet.

Whitefish Community Center 2014 Annual Report **January 5, 2015**

2014 was a productive year at the Whitefish Community Center.

Some of our established senior programs are:

- * daily lunches at the Center and
- * Meals-On-Wheels deliveries which continue to grow in numbers and our
- * senior health and exercise programs such as
- * toe nail clinics,
- * blood pressure checks and
- * senior exercise classes were well attended.

A new wellness class, "T'ai Chi" taught by David Calebretta, was added to our schedule in 2014. Our free monthly "History of Whitefish" series in conjunction with the Stumptown Historical Society facilitated by Walter Sayre, continues to be one of our most popular activities – This free program covers a new topic each month about stories & memories of days gone by in Whitefish.

Our Building & Maintenance committee was very busy in 2014.

A generous grant from Whitefish Community Foundation allowed us to finish our Kitchen remodel, by purchasing & installing new cupboards & counter tops. We also received many "in-memoriam" donations on behalf of Helen Gustafson who was a great friend to the Center. With these funds we were able to purchase new tables and chairs, which was long overdue. With our building in good repair, the goal of the Board of Directors, is to increase the number and quality of activities at the Center.

To that end we applied for, and received, a very generous grant from the Whitefish Community Foundation to fund an Activities Coordinator staff position. Kathy Cozad picked up the "activities torch" and ran with it.

We've established a Discovery: 101 Program.

Local experts, many of them members, give free presentations in their fields including:

Glacier National Park history, and
Presentations from exchange students from

- * Japan,
- * Germany,
- * Tanzania and
- * Pakistan, and a presentation by local author Jesse Owens, to name just a few.

We also started a program called “Out and About Tours”.

We take field trips to various -

- * businesses,
- * attractions and
- * museums throughout the county.

These have proven to be very popular as many of our members have limited mobility and this allows them to see and participate in activities they normally wouldn't be able to.

With the Activity Coordinator grant, we will be able to increase our activity offerings in 2015.

As a small non-profit, fundraising is never far from our minds.

Keeping the Center “in the black” is always a challenge.

In addition to grant applications & site rentals generating income, we held two major fundraisers this year.

* The first annual “Summer Solstice Bluegrass Bash” was a great success that brought bluegrass fans to the Center for some foot stomping music and BBQ on a beautiful Summer afternoon.

* Our second fundraiser is our annual direct mail campaign which also brings in much needed funds.

[Look for a letter in your mailbox in February!]

Of course, all of our activities, programs and fundraising would not happen without our wonderful 50+ volunteers who do just about everything you can imagine to help our organization –

- * from maintenance,
 - * meal preparation and delivery,
 - * Leading exercise programs,
 - * raising money to shoveling snow –
- they are a tremendous asset to our cause.

Our two dedicated site managers, Marianne Dyon & Kathy Cozad continue to be integral parts of our success.

Here is what 2014 looked like by the numbers:

4259 Lunches served at the Center

9548 Meals-On-Wheels delivered

5320 Volunteer hours worked

250 Community Center members

10 hours of health & social activities offered each week (avg)

It is easy to get lost in the numbers and measure our success by the number of meals delivered or the number of people who attend a field trip – However the real measure of success are the lives we touch.

We hear so many stories from our members on just how important the Community Center is in their lives. Often times loneliness and isolation can grip the lives of our Senior population, especially after the death of a spouse or a loved one. To these people, the Community Center is a life line and an integral part of their daily lives – keeping them socially active and involved.

We are grateful and **Thank You for your support!**

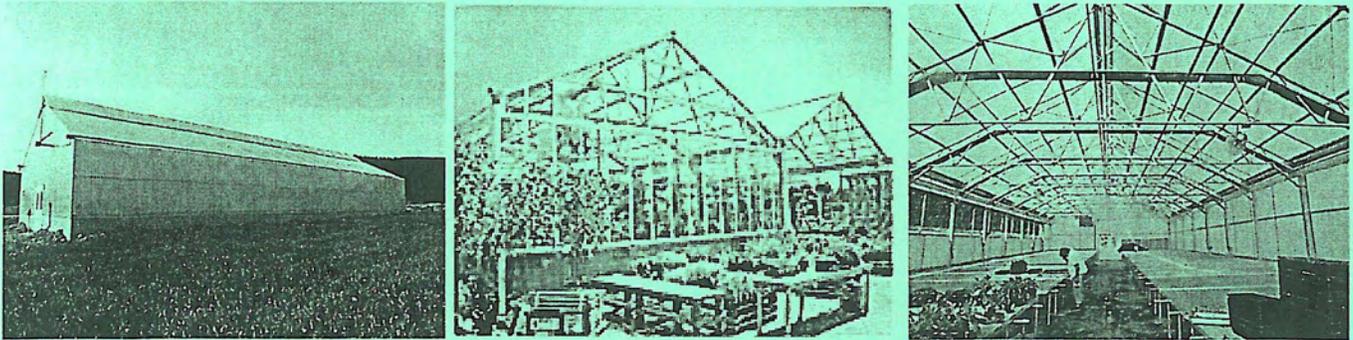
Whitefish Community Center Board of Directors:

Jim Morrell (President)
Sarah Stewart (Treasurer)
Mike Kinne (Trustee)
Rick Kinonen (Trustee)
Jill Evans (Trustee)
Bill Schustrum (Trustee)

Jody Fee (Past President)
Steve Tuhy (Secretary)
Doug Gilbertson (Trustee)
Chuck Wilhoit (Trustee)
Bobbie Barrett (Trustee)
Hazel Childers (Member Emeritus)

Submitted at Council Meeting 1-20-15

Whitefish High School Community Greenhouse Project



(Rimol "Matterhorn" Greenhouse 30x50)

Goal: Connect students to the community through experiential education of the food system

Funding: Rich and Carol Atkinson have agreed to help fund the greenhouse project. Rich will walk three miles / day September 29th to February 23rd. Interested students and community members can help by sponsoring Richard with an affordable amount for each mile that he walks.

For example, if you sponsor him .05 / mile, you will donate \$22.65. Mr. Atkinson will match money raised up to \$25,000.

Benefits: This rugged and functional educational greenhouse will:

- create an outdoor laboratory for students to study effects of a wide array of variables on food production;
- enable students to examine the benefits and drawbacks of different food production systems – such as hydroponics, soil mixes and aquaculture;
- engage students in food production projects designed to meet community needs – such as locally grown vegetables, a variety of salad and micro green blends, flowers and garden starts packages;
- facilitate student entrepreneurship;
- encourage collaboration across the Whitefish Public Schools and within the Whitefish community. High school mentors may work with elementary and middle school students on greenhouse projects as well as local organizations.

Vision: The overall vision is to make connections through the exploration of the food system. In science, the food system has strong connections to all of earth's critical systems including the atmosphere, water, soil, and biology. Human culture and rituals are often centered around food production or processing. By studying and working through the food system, students will not only make connections to earth's critical systems, they will make connections that affect their own lifestyle and ultimately become engaged members of our community. Construction is scheduled for this spring and course implementation will begin Fall 2015.

If you would like to donate on-line, please visit:
<http://www.whitefishcommunityfoundation.org/nonprofit-spotlight-freeflow-club/> and search "FREEFLOW" on the Whitefish Community Foundation website.

I am pleased to support the Whitefish High School COMMUNITY GREENHOUSE Fund at the Whitefish Community Foundation through my pledge of \$ _____. Please return form to Whitefish High School (attention Eric Sawtelle or Nikki Reed) or send to Whitefish Community Foundation.

Donor Information

Name			
Address			
City, State, Zip			
Telephone	Home	Work	Cell
Email			

Pledge Information

My/our pledge will be paid as follows:

Enclosed \$ _____ or amount \$ _____ x 453 miles walked = _____

Payment Information

My/our contribution will be made as follows:

Check	Please make payable to Whitefish Community Foundation and memo: WHS Greenhouse Project	
Credit Card Type and Number		
Expiration Date		
Authorized signature		
Email address (required for credit card payments)		

Acknowledgment Information

Please use the following name(s) in all acknowledgments

_____ I/we wish to remain anonymous

Signature(s) _____

Date _____

Thank you for supporting Whitefish – working together we can make a difference!

Received at Council Meeting
1-20-15



MORRISON & FRAMPTON, PLLP

FRANK LLOYD WRIGHT BUILDING
341 CENTRAL AVENUE
WHITEFISH, MONTANA 59937
TELEPHONE (406) 862-9600
FACSIMILE (406) 862-9611

SEAN S. FRAMPTON
SHARON M. MORRISON
DOUGLAS SCOTTI *
RYAN D. PURDY
LORI B. MILLER**
JOHNNA J. PREBLE

FRANK B. MORRISON, JR. (1937-2006)
FORMER MONTANA SUPREME COURT JUSTICE

* Licensed also in State of Louisiana
** Licensed also in States of
Washington and California

January 20, 2015

VIA HAND DELIVERY

The Honorable Mayor Muhlfield
and City Councilors
City of Whitefish
Whitefish, Montana 59937

RE: Sewage Leachate

Mayor and City Council:

This letter is written on behalf of my clients, Houston Lakeshore Tract and Stocking Tracts.

During the City's October 20, 2014 Work Session on septic pollution of Whitefish Lake, the City made tentative selection of my clients' neighborhood for Preliminary Engineering. I understand this matter will be discussed again this evening.

While my clients strongly support cleaning up Whitefish Lake, they adamantly feel the guiding principle should be WORST FIRST, not some other rationale. They have asked me to resist Preliminary Engineering for their neighborhood at this time, reasoning the actual offending neighborhoods should clearly be cleaned up first. No sewage pollution was found in my clients' neighborhood as it was in others.

I have reviewed the Whitefish Lake Institute Final Report RRG-11-1474. This should be the City's guiding light on this subject. On page 55 of that report, which I am attaching, three tiers of Risk are reported. You will see that East Lakeshore, which includes my clients' neighborhood is not even in the first two tiers of risk; five other locations are shown to be at a much higher risk of contaminating Whitefish Lake.

Therefore City funds should be invested where the problems actually exist. Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "S. Frampton".

Sean S. Frampton
Morrison & Frampton, PLLP

SSF/ww
Enclosure

3.2 Summary: Contamination & Risk Assessment

All of the test parameter results—Fluorometry, F/DOC, *E. coli*, Human DNA biomarkers, Conductivity, TDS, and septic density—were evaluated individually and in concert, to provide a complete analysis of septic leachate contamination to the shoreline area of Whitefish Lake, as well as a risk assessment for current and future contamination. A Septic Leachate Contamination & Risk Assessment was developed showing confirmed areas of septic leachate contamination as well as areas of low, medium, and high potential for future septic leachate contamination (Figure 24, Table 8).

In total, we identified three confirmed areas of contamination including 3: City Beach Bay, 5: Viking Creek, and 13: Lazy Bay. We identified two areas of high potential for septic leachate contamination, including Site 12: Lazy Channel and Site 18: Dog Bay State Park Seep. Four areas were identified as having medium potential, including Site 2: City Beach Seep, Site 4: SE Monk’s Bay, Site 11: Brush Bay, and the East Lakeshore from Gaines Point south to north Monk’s Bay, including Site 8: Carver Bay and Site 7: SE Houston Pt. The remaining 10 shoreline sites are considered to have a low potential for contamination by septic leachate.

The study conducted in 1985 reported signs of chronic contamination from shoreline developments at Sites 2: City Beach Seep, 18: Dog Bay State Park Seep, 5: Viking Creek, and the approximate area of Site 14: Central Beaver Bay (Jourdonnais *et al*, 1986), correlating directly with results of this study. Our results suggest that the three confirmed sites, along with the two sites with high potential and four sites with medium potential represent areas where action should be considered.

Table 8. Table of Confirmed Contamination & Risk Assessment

CONFIRMED CONTAMINATION	HIGH RISK OF CONTAMINATION	MEDIUM RISK OF CONTAMINATION
Site 3: City Beach Bay	Site 12: Lazy Channel	Site 2: City Beach Seep
Site 5: Viking Creek	Site 18: Dog Bay State Park Seep	Site 4: SE Monk’s Bay
Site 13: Lazy Bay		Site 11: Brush Bay
		Site: East Lakeshore

ENTRY

- City Hall is a major public building and it should have a signature entry.
- The entrance should be the obvious front door, which can be identified from some distance away.
- Design a single, signature entry at the southwest corner of the building. A chamfered corner entry, incorporating a single arched opening and built-in signage, reminiscent of the original City Hall, will provide a signature entry and tie the building to Whitefish's past. Council recognizes this is contrary to the direction provided at the January 5, 2015 meeting.

LOBBY

- The wrap-around stair provides a spacious and uncluttered lobby, which will accommodate a range of seating and display options. The Council would like to move forward with this alternative.
- Provide a design alternative reflective of the diagonal entry and which eliminates the curved wall in the west lobby.
- Provide a design alternative, which modifies the double-height lobby to incorporate a second-floor, public meeting room over the entry vestibule.

THIRD FLOOR

- Provide a design alternative, which eliminates the third floor and the siren tower. The siren tower should be incorporated in a manner that meets current zoning and height restrictions.

ELIMINATE CONTEMPORARY DESIGN FEATURES

The public has made it clear that they want a City Hall that fits into the historic downtown. A building with direct references to the original City Hall will meet the public's request. Mosaic should provide design alternatives for the following:

- A masonry cornice and brick detailing reminiscent of the original City Hall.
- Smaller second-story window openings on both City Hall and the parking structure; the dominant façade material should be masonry on both structures. Provide a design alternative for the sidewalk-level openings on the parking structure, which are smaller and minimize the impact of the infill material.
- Eliminate contrasting masonry on the parking structure elevations.
- Eliminate the tapered wood canopy beams and wood posts. Replace the columned canopy with a metal suspended canopy.

COST CONSIDERATIONS

- ½ Finished Basement
- Retail
- 3rd Floor