



**CITY COUNCIL WORK SESSION  
CITY COUNCIL CHAMBER CONFERENCE ROOM  
1005 BAKER AVENUE  
MONDAY, OCTOBER 19, 2015, 5:00 PM**

1. Call to order
2. 5:00 - Discussion and direction on Parkland payment-in-lieu-of options for small subdivisions
3. Public Comment
4. Direction to City Manager on above topic
5. 6:00 – Discussion and direction on parking space leases in future Parking Structure
6. Public Comment
7. Direction to City Manager on above topic
8. Adjourn

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**CITY COUNCIL SPECIAL SESSION  
CITY COUNCIL CHAMBER CONFERENCE ROOM  
1005 BAKER AVENUE  
MONDAY, OCTOBER 19, 2015, 6:45 PM**

1. Call to order
2. Interview: Harry Peters, Police Commission
3. Public Comment
4. Appointment
  - a) Whitefish Police Commissions – Mayoral Appointment, confirmed by Council. One vacancy for a 3-year term ending First Monday of May, 2018.
5. Adjourn

Planning & Building Department (406) 863-2410 Fax (406) 863-2409  
510 Railway Street  
PO Box 158  
Whitefish, MT 59937



Date: October 13, 2015  
To: Honorable Mayor and City Councilors  
From: Wendy Compton-Ring, AICP, Senior Planner  
Subject: Parkland Dedication

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## **COUNCIL DIRECTION ON PARKLAND DEDICATION**

After review of the current subdivision regulations, proposed options and other issues, provide staff with direction on amendments.

### **BACKGROUND**

On February 17, 2015, the Whitefish City Council gave Planning Director Taylor direction to review how parkland dedication is handled for small urban infill subdivisions. This was prompted from one subdivider proposing a three lot subdivision on a small urban lot, approximately 0.23 acres. At the current standard of 0.03 acres per dwelling unit, the required dedication amount would be: 0.09 acres or 39% of the overall subdivision. That far exceeds the percentages that are typical for a parkland dedication, which was the primary concern of the City Council.

### **PARK BOARD WORKSESSIONS & RECOMMENDATION**

Planning staff initially met with the Park Board in March 2015 to give a brief update on the direction from the Council regarding parkland dedication. Staff then met with the Park Board in April 2015 to go over the current requirements, concerns and options. At the May 2015 Park Board meeting, staff reviewed the options in further detail and the Park Board gave staff their recommendations to pursue.

#### *Park Board Recommended:*

1. The City continue to require parkland dedication for Minor Subdivisions;
2. Using 11% as the parkland dedication standard and do away with the 0.03 acres per dwelling unit;
3. Use the state of Montana Department of Revenue as the way to calculate land value for cash in lieu of parkland dedication;
4. Not offer discounts for urban infill subdivisions; and
5. Pursue options for parkland dedication to the city for smaller project when consistent with City parkland plans.

Staff conducted a worksession with the Planning Board in May 2015 to go over the Park Board recommendations. Planning Board concurred with the recommendations and directed staff to bring back amendments to the subdivision regulations.

Staff met on June 9, 2015 with the Park Board to review the proposed text amendments. At the Park Board meeting, they agreed that all their concerns had been addressed and unanimously recommended the Planning Board adopt the changes. The Board also discussed the difference between a subdivision, a condominium project and a regular multi-family project and its relationship to parkland dedication requirements.

### **PARK BOARD RECOMMENDATION TO PLANNING BOARD**

- Eliminate the 0.03 standard for calculating parkland dedication for small urban lots and simply use the 11% standard for all lots 0.5 acre or less.
- Delete references to condominiums requiring parkland dedication, as condos are no longer required to go through subdivision review.
- Add an option for a micropark along with design standards.
- Define 'fair market value' as the most recent appraised value as determined by the state of Montana.

### **PLANNING BOARD HEARING JUNE 2015**

At the June 2015 Planning Board hearing, the Board did not recommend approval of the proposed amendments as they did not believe the amendments addressed the concerns from the Council.

Attachments:

Parkland Dedication Memo to Park Board, 4-14-15  
Options for Parkland Dedication, 4-14-15  
Staff Recommendation to Planning Board, 6-11-15  
Whitefish Planning Board minutes, 6-18-15  
Whitefish City Council minutes, 2-17-15



Date: April 14, 2015  
To: Whitefish Park Board  
From: Wendy Compton-Ring, AICP, Senior Planner  
Subject: Parkland Dedication – worksession

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### Council Direction

On February 17, 2015, the Whitefish City Council gave Planning Director Taylor direction to review how parkland dedication is handled for small urban infill projects.

### Background

Planning staff provided the Park Board a brief update at the March meeting concerning the direction from the Council regarding parkland dedication and the current City requirements. As promised, staff has returned to provide a more detailed update to further describe the issue and some possible solutions.

#### *Whitefish Subdivision Regulations.*

The Whitefish Subdivision regulations, reflecting the requirements in state law, require parkland dedication for residential subdivisions in either land or cash in lieu of land based on the required dedication amount (unless exempt). There is some flexibility in what local governments can require.

During the 2009 Subdivision Regulation update, the staff had extensive discussions with the Park Board concerning:

1. the type of parkland desired; and
2. calculations for parkland dedication.

The Park Board determined at that time they only wanted land if the dedication exceeded one (1) acre. If parkland dedication was between one (1) acre and 10,000 square feet (approximately ¼ acre) it would be a homeowners' park and less than 10,000 square feet would be cash in lieu of land dedication. The City and Park Board recognized the difficulty with maintaining small areas of 'parkland' that were generally unusable and tended toward weed patches. Cash in lieu of land dedication goes toward parkland acquisition or improvements in the three (3) districts (north of the train tracks, south of the train tracks – east of

Spokane Ave and west of Spokane Ave). Pursuant to state law, only 50% of cash dedication can go toward facility maintenance.

The Park Board also agreed, and it was adopted by Council, to increase the amount of parkland dedication for urban-sized lots to 0.03 acres per dwelling unit for subdivision with lot sizes less than 10,000 square feet since the City of Whitefish has adopted urban densities, a Growth Policy and a Park Plan. The previous parkland dedication standard was at 11% for lots ½ acre or less.

The following describes the amount of parkland dedication based on the type of subdivision:

*City Parkland Dedication Requirements:*

Lots less than 10,000 s.f. ....	0.03 acres per dwelling unit
Lots less than ½ acre.....	11% of the area of the land proposed to be subdivided
Lots 1 acre to ½ acre.....	7.5% of the area of the land proposed to be subdivided
Lots 3 acre to 1 acre.....	5% of the area of the land proposed to be subdivided
Lots 5 acre to 3 acre.....	3% of the area of the land proposed to be subdivided

*Flexibility Permitted by State Law:*

State law allows local governments the option to require parkland dedications for:

1. A subsequent Minor subdivision
2. A first Minor from a tract of record for projects developing with multifamily projects

State law also allows local governments the option to require no more than 0.03 acres per lot for urban-sized lots when the subdivision is within an area with adopted urban densities and an adopted growth policy. This is the maximum permitted under state law.

*Fair Market Value of the Undivided Unimproved Land:*

The other aspect of the parkland dedication staff believes needs to be cleared up (which goes hand in hand with the parkland dedication requirements) is how the actual land value is determined. The state law indicates that local governments are to require the 'fair market value of the undivided unimproved land' for cash in lieu of land dedication. In the past, staff has relied on applicants to provide us with the fair market value; however, numbers have varied widely and we believe

this is an area that could be tightened up for more predictability for the city and the applicant.

### Case Study

The reason staff was directed to review this standards stems from one subdivider proposing a three lot subdivision on a small urban lot. The lot is 0.23 acres. At 0.03 acres per dwelling unit, the required dedication amount would be: 0.09 acres or 39% of the overall subdivision. That far exceeds the percentages that is typical for a parkland dedication, which was the primary concern of the City Council.

#### *Issues:*

The challenge comes in the overall size of this particular subdivision (in this case less than  $\frac{1}{4}$  acre), small subdivisions in general where the entire lot will be developed into sublots (no roads or other infrastructure is required – such as stormwater facilities) and maximizing the density permitted through the zoning.

The case study project is building at the maximum density allowed by the zoning, which is common for infill projects. Projects that require the construction of roads and other infrastructure typically do not realize the maximum density permitted by the zoning. This is significant in four ways:

1. When calculating parkland requirements for subdivisions using the percentage standards, only the actual property within the lots is used, not the gross acreage of the subdivision. This means that a smaller percentage of the overall subdivision is used to calculate the parkland dedication requirement.
2. When calculating parkland requirements for subdivisions that do not have any roads to dedicate or other open spaces area within the subdivision, the entire property is used to calculate the parkland dedication requirements. So a greater percentage of the project is included in parkland dedication.
3. The other aspect is projects that are maximizing the density have very little private open space areas and may have the greatest need for public parkland. For example, in the WR-3 zoning district, the minimum lot size for attached one-family dwellings is 2,400 square feet (0.056 acres) – once a dwelling is constructed, there is very little space remaining for private open space. Whereas, as project zoned WR-1 has a minimum lot size of 10,000 square feet (0.23 acres) and a 35% lot coverage.
4. When calculating the 'fair market value of the undivided unimproved land', both subdivisions will use the gross area of the project to calculate the value of the property. A larger property on the fringe of the urbanizing area will have a lower market value because of the lack of infrastructure (water, sewer,

road) than a smaller lot located within the city that has all infrastructure constructed to the lot.

Because this is a fairly difficult and complex topic, staff has attached some possible options the Park Board could consider. In addition, attached are several sample projects to further describe the issues surrounding this topic. Each of the sample projects has a summary of the impact of the attached options on parkland dedication.

#### Other Thoughts:

The follow two items don't neatly fit into this discussion, but may play a role as this process evolves:

1. What is a 'small infill project'? This may warrant some thought and consideration. The City-County Growth Policy, which is our overall land use policy for our community identifies infill as a priority. Infill is development within the city limits where public services and facilities are readily available. Communities look to infill development versus expanding urban boundaries, as it is most cost effective for the public compared to sending roads and utility lines to the outer reaches of the city. However, infill land can be more expensive, since all the roads and utilities are available and far more controversial because neighbors are sensitive to change within their neighborhoods versus out on the fringes. There are a lot of challenges with infill, but the financial benefit to the public is huge! Some characteristics to consider – currently within city limits, served by public utilities, zoned WR-4, WR-3, WR-2 or WB-3.
2. Staff received a suggestion from a local surveyor in regards to the smaller parkland dedication requirements. As described previously in this report, if the dedication is less than 10,000 square feet, the City will request cash in lieu of land dedication. However, he wondered about those projects that front a city trail or path (or some other public land); perhaps there is an opportunity to add to the trail and provide some community benefit. For example, what if a subdivider proposed to add 10-feet along their frontage adjacent to a public trail and install a bench or some other approved (easy to maintain) amenity. It seems like there could be some options, if someone was willing to provide some enhancement to an already popular public facility instead of the cash in lieu of parkland dedication. This is a bit outside the scope of the immediate direction, but it is certainly related.

Parkland Dedication:

**OPTIONS:**

**PROS:**

**CONS:**

1. Don't require parkland dedication for Minor Subdivisions.

NOTE: In 2007 (or '09) the state of MT legislature gave local governments the option of requiring parkland dedication for Minor subdivisions. Up to this point Minor subdivisions were expressly exempt from parkland dedication requirements. During the 2009 Subdivision Regulation Update, the city opted to require parkland dedication for Minor Subdivisions. In previous legislative sessions, the definition of a Minor Subdivision also changed so there are less Minor Subdivision than before, but it is still fairly common for infill projects in older areas of town to still qualify for a Minor.

This would no longer be an issue for many of the smaller infill projects, if they qualify for a Minor Subdivision.

Because many of the infill projects are high density, the residents of these projects are most likely to use public parkland facilities and are probably have the least amount of private open space.

The citizen of Whitefish will get less public benefit from granting subdivisions approval for smaller project for parkland purposes.

2. Reduce the amount of parkland dedication requirement to some other amount – sliding scale based on the gross acreage of the project or density or zoning district of the project?

NOTE: As described in the attached report, 0.03 acres per dwelling unit is the maximum permitted under state law; however, the city could come up with some sort of sliding scale based on some sort of criteria (gross area of the subdivision, is it infill, location in town?)

Perhaps by creating a sliding scale based on the gross acreage, the parkland dedication will better represent the amount parkland need for the residents in the subdivision.

Would reduce the amount of land and/or cash to buy parkland, develop public lands and maintain public facilities.

Could be complicated, complications cause difficulties for staff to implement and the public to understand.

Coming up with the appropriate parkland amount could be challenging and difficult to justify

The State of MT already has standards that are accepted (and used across the state), it is best to use the state standards

3. Eliminate the 0.03 acre per dwelling unit standard and go to the 11% standard for all lots less than ½ acre. This was the standard used prior to 2009. (Missoula standard)

NOTE: The City of Missoula only does the percentage based approach to parkland dedication. This would keep parkland dedication the same across the city which has some merit.

This would keep the parkland simple and everyone across the city would be treated the same. ½ acre or less lot size subdivision is the most common subdivision in the city.

It would be simple for the public and the applicant to understand and simple for the City to implement.

Would reduce the amount of land and/or cash to buy parkland, develop public lands and maintain public facilities.

4. No change; leave the standards as they are

Maximize the amount of parkland for the more urban-sized lots. The standard is designated as a maximum for subdivisions within communities with a density, growth policy and park plan – such as Whitefish.

Gives the citizens of Whitefish the most land and/or cash to buy parkland, develop public lands and maintain public facilities.

May cause infill projects to not subdivide.

May negatively (or unfairly) impact the smaller very high density projects that want to subdivide.

May negatively impact any possibility of projects having an affordable housing component depending on the cash in lieu requirement.

*Fair Market Value:*

**OPTIONS:**

**PROS:**

**CONS:**

1. Use the Billings model and provide three options for calculating 'fair market value':
  - 1) Comparative Market Analysis by a licensed realtor that meet the 3 criteria: per acre sales of at least three comparable parcels of land within the last year within 2 miles of the subdivision;
  - 2) raw land appraisal from a licensed appraiser; or
  - 3) sale price of property if purchased within 1 year of date of subdivision final plat application

Provides the subdivider with some options from no cost to cost  
 See Option #2 with the various additional criteria to consider with Option #1

There is less flexibility in negotiating a value (staff see this as a 'pro')

NOTE: Staff visited with a local appraiser and they found these options were most likely to get the City (and the applicant) the most accurate information.

2. Consider some additional criteria:
  - a) Value must include the property once it's annexed and has an urban zoning designation (Bozeman Standard)
  - b) With or without entitlements (This would mean the value at the time of preliminary plat or the value at the time of final plat)
  - c) With or without utilities (Similar to above, for many subdivisions this would be at the time of preliminary plat or at the time of final plat. For an infill project with utilities in the street, a discount of some standard might apply.)

2.a) makes some sense to us since the projects are all going to be annexed into the city and given an urban designation  
 2.b) with or without entitlements could change the value depending on the market. By doing it without entitlements, we could get all the information upfront at the time of preliminary plat and identify a dollar amount in the conditions of approval so there are no questions later in the process.

2.c) could be difficult to determine a discount for infill projects that have utilities available; however, since one of the big goals of the Growth Policy is to encourage infill, we could consider a % discount. Staff could do more research on this topic.

3. Use the State of Montana Department of Revenue land value

It is an established number that, unless being appealed by the property owner, can be agreed to and is easily accessible.

Depending on when an actual appraisal is done, the number may not be very accurate – it's a snapshot in time and is accurate at the moment it is done.

Right now subdividers may be happy to use it because it would be quite low as to the actual value of the land, but a number of years ago, it would have been very high.

**OPTIONS:**

**PROS:**

**CONS:**

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4. Establish a set fee either per lot rate or per acre rate for Minor Subdivisions (or infill subdivisions).

It would be very simple to identify the amount required for dedication

Easy for the public and applicants to understand

The 'per acre rate' might be more scalable for the actual subdivision and more relatable to the MCA

Could be very difficult (and complex) to determine a defensible fee – many factors to consider including the Capital Improvement Plan for the Parks Department, impact to park facilities. etc.

The per lot fee may not equate to the true parkland impact and would cap out based on the number of lots in a Minor (never more than 5 lots)

A per acre rate would vary depending on the size of the subdivision, but may not be a true reflection of the value of the land

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5. No change; leave the standards as they are – negotiate with each applicant

Allows the subdivider to negotiate with city staff on a case by case basis.

City staff is not an expert in this field; the city may not be getting all the value due toward public parkland.

There is considerable lack of predictability in this process – both for the city and the subdivider.

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**EXHIBIT 'A'**  
**WSUB 15-01**  
**STAFF RECOMMENDATION**  
**JUNE 11, 2015**

**1. 12-4-11A: PARK LAND AND OPEN SPACE REQUIREMENTS:**

Park and open space requirements shall comply with the requirements of the Montana subdivision and platting act, further the goals and policies of the Whitefish city-county growth policy and the park board.

A. Formula To Determine Park Dedication Requirements: Park dedication requirements shall be based on the net acreage of the subdivision. The area provided for the park requirement shall be land either dedicated to the city of Whitefish as a park or open space area for public use; retained as a common area, homeowners' park or open space area privately owned and maintained; or land designated as a conservation easement managed by a qualified entity. Privately owned parks, open space or common areas may not have a change in use without the approval of the property owners within the subdivision and city council. Except as provided in this chapter, a subdivider shall be subject to the following park land or cash equivalent according to the following formula:

~~1. In subdivisions that have an average lot size of ten thousand (10,000) square feet or less, the subdivider shall provide a cash or land dedication equal to 0.03 acres per lot;~~

21. Eleven percent (11%) of the net acreage of the subdivision to be divided into lots one-half ( $\frac{1}{2}$ ) acre and smaller;

32. Seven and a half percent (7.5%) of the net acreage of the subdivision to be divided into lots larger than one-half ( $\frac{1}{2}$ ) acre and not larger than one acre in size;

43. Five percent (5%) of the combined area of the net acreage of the subdivision into lots larger than one acre and not larger than three (3) acres in size;

54. Two and a half percent (2.5%) of the net acreage of the subdivision to be divided into lots larger than three (3) acres and not larger than five (5) acres in size.

**2. 12-4-11C: PARK LAND AND OPEN SPACE REQUIREMENTS:**

C. Exemptions: Park dedication shall not be required for:

1. Subdivisions with lots that have an average density of five (5) acres or more in size;
2. A first minor subdivision from a tract of record outside the city limits;
3. Nonresidential lots or subdivisions;
4. Planned unit developments or other developments which propose lands permanently set aside for park and recreation purposes to meet the needs of the persons who ultimately reside in the development and equals or exceeds the dedication requirements of subsection A of this section;
5. A subdivision where only one additional lot is created;

~~6. A subdivision in which lots are not created, except when the subdivision provides permanent spaces for mobile homes, recreational vehicles or condominiums;~~

76. Where a subdivision provides for long term protection of an area identified as a water quality protection area under section 11-3-29, "Water Quality Protection", of this code, important wildlife habitat; significant cultural, historical or natural resources; agricultural interests or aesthetic values and the land area equals or exceeds the dedication requirements of subsection A of this section;

87. The subdivider proposes land outside of the subdivision to be set aside for park and recreation purposes adequate to provide a significant recreational amenity to the public and will meet or exceed the park requirements outlined in subsection A of this section;

98. Open space is provided through the cluster development standards in section 12-4-32 of this chapter.

### **3. 12-4-11D: PARK LAND AND OPEN SPACE REQUIREMENTS:**

#### **D. Park And Open Space Design Standards:**

1. Land proposed for park development, whether public or private, shall strive to provide recreational opportunities and serve the public or residents of the subdivision in a meaningful way. The land shall be of appropriate shape, size and location and shall have convenient access and parking to meet the needs of the public or residents of the subdivision.
2. If the park is proposed to be dedicated to the city for public use, the park area shall not be less than one acre in size unless the land is immediately

adjacent to an existing or planned future park area in order to allow the city to maintain the park in an efficient and cost effective way.

3. If a park is proposed to be privately owned and maintained, it shall be a minimum of ten thousand (10,000) square feet and shall be developed with recreational opportunities such as play areas, picnic tables, gazebos, walking trails or other acceptable improvements which fulfill the intent of this section. It may also be developed as a micropark as described in §12-4-11D(5)
4. If the required park land dedication is less than ten thousand (10,000) square feet, unless the land is immediately adjacent to an existing or planned future park area or is developed as a micropark, it shall be considered an inappropriate size and the city shall request cash in lieu of park land dedication pursuant to subsection E of this section.
5. A micropark shall be pre-approved by the Parks and Recreation Department and Park Board and shall meet the following:
  - a. It shall be open to the public, enhance an existing public facility and be consistent with the Park Board long-term plans for the facility. It may be located adjacent to an existing sidewalk, bike trail or other public facility and may provide a focal point for a neighborhood.
  - b. The long-term maintenance of the facility shall be carefully weighed by the city and the Park Board when considering the location and amenities of a micropark.
  - c. A micropark will be distinctive, unique and usable. As such, it will be constructed with unique materials and could include amenities such as: street furniture (a bench, a landscaping wall for seating, a drinking fountain or a bike rack), a work of art, an information kiosk, a share library, or a S.N.O.W. bus shelter, if in a location identified as a stop or future stop.
  - d. A micropark and its improvements may either be dedicated to the city or have an easement for long-term public use.
  - a-e. The city shall not require improvements to a micropark to exceed that which would be required through a cash in lieu of land dedication. This also includes the value of the land.
56. If the park or open space area is to be developed and used for property owners or residents within a subdivision or development, it shall be owned and maintained by the property owners of the subdivision through a common area maintenance agreement that outlines a pro rata

share of the cost of maintenance. At the time of final plat submittal, a five (5) year maintenance bond for ten percent (10%) of the improvements shall be provided to ensure the long term maintenance of the park or open space area.

67. Although not specifically required, nonresidential subdivisions are encouraged to incorporate open space, common area or a park within the development. This may be in the form of pedestrian connections, a central park area, a plaza or any other form of open space designed to meet the needs of the users of the development.

78. Subdivisions located adjacent to rivers, streams, lakes and publicly accessed lands are strongly encouraged to be designed to provide reasonable public access to these areas.

89. Existing trees and significant vegetation shall be maintained in open space areas unless an alternate landscaping plan for such areas is submitted and approved or unless planned active recreational activities would conflict with existing vegetation. In case of conflicts with planned activities, the design should maintain a balance, as determined by the city, where it maximizes active recreation opportunities while trying to maintain the most important elements of native vegetation.

910. Land proposed to be developed as a park and/or for recreational opportunities should be designed with the following standards as a guideline:

- a. Park areas shall be placed in consideration of existing and potential parks and open space areas on adjacent parcels to provide consolidation or opportunities for future consolidation of parks or open space areas;
- b. Parks or open space shall be located within the subdivision or neighborhood where it can be easily expanded and accessed by streets, bikeways or pedestrian paths;
- c. The park area shall be landscaped, irrigated and developed in such a way to provide a recreational amenity to the public or the residents of the subdivision;
- d. The preservation of important natural elements such as a meadow, a grove of trees, a wildlife corridor, a stream or other water body, a hillside or steep slope, an area of riparian resource or some other natural feature;
- e. Stormwater management facilities in park and open space areas may be acceptable provided they are incorporated as a natural feature within the park area and do not exceed one-third ( $\frac{1}{3}$ ) of the area dedicated as a park or open space;
- f. A site for active recreation on slopes which average three percent (3%) or less. Grade standards will vary depending on the use proposed;

- g. Where appropriate, open spaces intended for recreational or public use shall be easily accessible to pedestrians and meets the special needs of people with disabilities, children and the elderly;
- h. When open space or a general common area is being used to meet park dedication requirements, the open space shall remain in a substantially natural state when it has been dedicated for preservation or conservation purposes. Bike or pedestrian trail connections using open space designations, as appropriate and practical, are encouraged;
- i. Linear parks that serve as pedestrian paths or trail systems within the subdivision or that will provide a connection to adjacent properties for the future continuation of the path or trail. A linear park should be a minimum of thirty feet (30') wide that incorporates a bike/pedestrian path, landscaping, a slope of less than six percent (6%) and affords easy access by the residents of the subdivision or the public, and should provide for the extension of an existing or future trail;
- j. Parking areas and rights of way located within the open space area shall count toward the required open space/park requirements if they are provided for access and utilization of the open space or common area;
- k. In general, it is anticipated public and private parks will require four (4) parking spaces per acre of usable park area in order to provide reasonable access;
- l. Other parks, open space, or common area designs which meet the intent of this section and meet the goals adopted for neighborhood parks and open space, and area plans.

#### 4. 12-4-11E: PARK LAND AND OPEN SPACE REQUIREMENTS:

##### E. Cash In Lieu Of Park Land:

1. Where, because of size, topography, shape, location, or other circumstances, the dedication of land for parks and playgrounds is undesirable, the city may make an order to be endorsed and certified on the plat accepting a cash donation in lieu of the dedication of land that would have been dedicated. For the purpose of this chapter, the fair market value is the value of undivided, unimproved land at the time of final plat submittal.
2. It shall be the responsibility of the subdivider to provide satisfactory evidence of the fair market value ~~at the time of final plat submittal.~~ The fair market value is the appraised land value as determined by the state of Montana department of revenue for the most current tax year at the time of final plat submittal. ~~When the subdivider and the city are unable to agree upon the fair market value, the city may require that the fair market value be established by an appraisal done by a qualified real estate~~

~~appraiser of its choosing. The appraisal fee shall be the responsibility of the subdivider.~~

3. The city will use the dedicated money to acquire, develop or maintain within its jurisdiction parks or recreational areas or for the purchase of public open space or conservation easements only if:
  - a. The park, recreational area, open space or conservation easement is within a reasonably close proximity to the proposed subdivision, as may be further defined in an adopted city policy;
  - b. A park plan has been formally adopted that establishes the needs and procedures for the use of the money.
4. The city may not use more than fifty percent (50%) of the dedicated money for park maintenance, as defined in an adopted city policy.

there? Mr. Stearns said the City is just about to get to that point. We have retained a new Realtor, Chap Godsey, and they have had some cursory discussions. Crandall Arambula suggested we try to determine the tenants early and Mr. Stearns will try to get started on that process. It will have to be some sort of competitive or open process, so they will probably put out requests for proposals. There is 3,000 square feet, so there will probably be two retailers and it will be designed with venting for food service. One problem with building the new City Hall in this location is that it is confined and at some point the retail space may need to be used for City offices, but that is way in the future. The City Council would need to decide whether to take over the retail space or build a third floor. Melissa said it is a beautiful project.

**PUBLIC COMMENT**

None.

**MOTION / BOARD DISCUSSION**

Rebecca moved and Frank seconded to adopt the findings of fact within staff report WCUP 15-09, with the 11 Conditions of Approval.

**VOTE**

The motion passed unanimously. The matter is scheduled to go before the Council on July 6, 2015.

**PUBLIC HEARING 3:  
AMENDMENT OF  
WHITEFISH CITY  
CODE TITLE 12,  
SUBDIVISION  
REGULATIONS**

A request by the City of Whitefish for an amendment to §12-4-11, Park Land and Open Space Requirements, of the Subdivision Regulations.

**STAFF REPORT  
WSUB 15-01  
(Compton-Ring)**

Senior Planner Compton-Ring has met with the Park Board four times and there was a work session on this topic at the May Planning Board meeting. Wendy presented the draft regulations at the June Park Board meeting and the Park Board unanimously recommended that the Planning Board also make a recommendation for approval of the changes. The changes were to 1) eliminate the 0.03 acre standard for calculating parkland dedication and simply use the 11% standards for all lots that are one-half acre or less; 2) delete the reference to condominiums because that state law changed for municipalities with zoning; 3) add an option for "microparks" (or pocket parks) along with design standards; 4) define the "fair market value" as those most recent appraised value as determined by the state of Montana.

After meeting with the Park Board, Dave and Wendy talked further and thought about maybe adding another option

that is not in Exhibit A of the Staff Report. It could be included to give someone the option if they had purchased their property within one year, that purchase price could be determined to be the fair market value and could be used in lieu of using the State of Montana Department of Revenue figure for the most current tax year.

Wendy reviewed her staff report and findings.

Staff recommended adoption of the findings of fact within staff report WSUB 15-01 and for **approval** to the Whitefish City Council.

**BOARD QUESTIONS  
OF STAFF**

Rebecca asked if an appraisal could be added to the fourth proposed amendment. Wendy replied that could certainly be added but they were trying to keep it as easy and reasonable as possible. Wendy said they learned that reappraisals are going to happen every two years so they will be more current.

John suggested if the "sale price" is going to be included in the fourth amendment, there be some language added about whichever is higher and Wendy thought that was a good suggestion.

Jim said in Montana we do not have to divulge purchase prices for property, which would make it difficult to find out what was paid within the past year as it is not a matter of public record.

Melissa asked to go through some concerns including confusion over Section 12-4-11A. Wendy said examples were included in the packet and that language comes straight out of State law. Melissa suggested "demonstration park" be added to Section 12-4-11D(3), and Wendy thought that was a good idea. Melissa also thought the term "long-term" was vague in Section 12-4-11D(5)(d). Does that mean perpetual?

Dave made a point of clarification that the public hearing had not yet occurred, so specific changes should be held until after that.

**APPLICANT/AGENCIES**

None.

**PUBLIC COMMENT**

Mark Van Everen, 4 Pine Avenue, Whitefish, spoke as he is in the process on building three townhomes on Highway 93 W at the intersection of Murray Avenue on the north side of the road. Several months ago he submitted his final plat application and learned about the confusion regarding the

cash-in-lieu of parkland donation fee and how vastly different the current rules could be interpreted. He wrote a letter to the City Council, and City Council directed City Staff to review this policy. The City Council wanted the policy revised so it did not discourage infill development. Director Taylor had looked back seven years and found only one example of an infill project where this fee had been paid; the applicant was developing approximately one acre into four lots and his parkland fee was \$6,500. Mr. Van Everen's project is one-quarter acre creating three lots, and using the new proposed formula he will pay over \$15,000. He suggested 1) providing an exemption for minor subdivisions; or 2) instead of paying 11% for lots being developed that are less than one-half acre in size, drop the percentage to 2.5, which is the amount assessed for developments of three acres or more. Current policy allows condos not to be subject to the parkland fee. In terms of impact on parks there is no difference between town homes and condos; however, the advantage of town homes from an owner perspective boils down to financing, as townhomes are easier to finance. He felt these changes would encourage builders to build condominiums and the parks would get nothing. He urged the Planning Board not to adopt these changes and instead assist in the development of a more equitable policy that is congruent with the Master Plan.

**MOTION / BOARD  
DISCUSSION**

Frank moved to deny the request to the City Council for an amendment to Section 12-4-11 as he does not believe the issue the Council was concerned about, the equitability of the way the City manages infill projects, has been addressed with this particular amendment, or at least what he was concerned about, by simply a change in ownership and not a change in density for a particular infill project. He has a hard time understanding how creating an 11% sized park actually adds to the benefits of the open spaces for the City and charging somebody that much makes no sense because we are not adding to the parkland in the area through those payments. The Park Board approved this and sent it on because it met their requirements for obtaining and providing parkland. Frank voiced his concern at the time, as he did not think this particular approach addressed the concerns the City Council had and the inequities this particular toll would provide, based simply not on density, but based simply on a form of ownership.

Jim seconded Frank's motion.

John asked Dave and Wendy why not just make them all

2.5%, and Wendy replied that is how State law is written and parkland is only a requirement if someone asks for a subdivision. We could not be less restrictive than State law. If someone is developing a subdivision, they are asking for the benefit of subdividing. It has been decided that parkland is important in the State of Montana and everyone in Montana is doing this.

John asked if we are simply adopting State law with these percentages and Dave said the old amount of 0.03 is what the State law maximum and under that percentage, with Mark's situation that would equal \$28,000 or \$29,000, but Wendy said it would actually be \$45,000 and Dave agreed. Wendy said the only other option is the City currently requires parkland dedication for minor subdivisions, and we could opt not to, but back in 2009 when the subdivision regulations were updated, the Park Board and City Council agreed that minor subdivisions should contribute to parkland, as they are generating an impact to the parks. Dave said those are less than five lots (since 1973 when the State law was adopted).

Wendy said this was discussed at the Park Board meeting and we could exempt the minor subdivisions, but we cannot be out of compliance with State law.

John asked what would happen if we approve the motion by Frank and Wendy replied it would go to Council as a denial. Dave said it could also be remanded back to Staff to keep working on it and come back with further revisions or direction from the Park Board.

Rebecca said she thought we should keep working on it because we do want affordable building in Whitefish.

Ken asked whether exempting minor subdivisions would be one option to improve it and Wendy said yes, but it could not go down to 2.5% as that would be out of compliance with State law. Ken does not see a lot of discretion available.

Rebecca asked if legally, per State law, we have to go to 11%, or can it be reduced, if that provision for minor subdivisions is kept in. Wendy said that is correct. Rebecca asked if we as a City could supersede that and make our own regulations. Dave said we could reduce the 0.03 standard in the first amendment to something else.

Frank said the City decided a long time ago that infill is important to us and should be encouraged. Dave said

minor subdivisions could be exempt from parkland dedication, and Missoula does that, and he would not have a problem with it. Wendy pointed out that sometime in the future there will be no minor subdivisions. Wendy said it is kind of like an impact fee, and you cannot treat one class of people in the City differently from other classes of people. Frank said we do treat people differently depending on what the zoning is for those areas and what they can and cannot do with their property, so we do not treat everybody the same based on the piece of property they have. It seems to him that there would be some logic with respect to this particular "impact fee", which he thinks is probably a fair way to look at it and maybe we ought to address it that way. That is what the cash-in-lieu is all about – it is basically an impact fee. Dave said the City should be encouraging the type of development they want to see, as long as it complies with State law.

Jim asked how much the three units on Second Street with the log home (Mindful Designs) would have paid and Dave replied it is a condo so would be exempt.

Rebecca wanted to summarize and said she thought Dave's idea was a good one. We think the 11% is damaging to smaller builders and smaller projects, but it is State law for lots one-half acre or smaller, so we either stick to our existing standards and State law or we eliminate them within the City limits. Dave said you would keep the standards for the ones down to one-half acre or smaller and then put in a statement that subdivisions that qualify for a minor subdivision are exempt from parkland dedication. Rebecca asked what the impact might be on parkland monies and Dave and Wendy said more research would need to be done. Wendy said there has been more than one in the last seven years, but it would take more time to do that research. Dave thought maybe \$10,000 or \$15,000 a year, but that was just a guess, as we have not had that many. He said a lot of builders research it, find out how much they would have to pay, and then go around it by building condos. That is just one of the reasons builders decide to build condos, and there are other reasons.

Rebecca asked if the Planning Board did that, could they modify what was given back to it with what Dave just said.

Ken pointed out there was a motion before the Board to deny it right now.

Dave suggested they send it back and Staff could come

back at the next meeting after looking at what it would mean to exempt minor subdivisions, what other communities do and have some language in the Staff Report based on that direction rather than "band-aiding" it right now and not be able to fully vet it.

Frank withdrew his motion and moved to table the matter to the next Planning Board meeting and have another set of suggestions or recommendations based on the discussion tonight and Jim seconded his motion.

Melissa reiterated the points she had made earlier regarding demonstration and perpetuity and added that she felt Section 12-4-11D(8) should be changed to read, "Subdivisions located adjacent to rivers, streams, lakes and publicly accessed lands are *required* to be designed to provide reasonable public access to these areas", rather than *strongly encouraged*.

**VOTE**

The motion to table based on the discussion passed unanimously. The matter was scheduled to go before the Council on July 20, 2015, but will be rescheduled.

**NEW BUSINESS**

1. Appoint Planning Board member to City Lakeshore Protection Committee. Jim volunteered and Ken nominated Jim to serve as the Planning Board member on the City Lakeshore Protection Committee. Rebecca seconded the motion, and it passed unanimously.

**GOOD AND WELFARE**

1. Matters from Board. None.
2. Matters from Staff. None.
3. Poll of Board members available for the next meeting on July 16, 2015: All indicated they thought they would be available.

**ADJOURNMENT**

Frank made a motion to adjourn the meeting and move into the work session at approximately 7:40 p.m. and Rebecca seconded. The motion passed unanimously.

The next regular meeting of the Whitefish Planning Board will be held on July 16, 2015, at 6:00 p.m.

/s/ Ken Meckel  
Ken Meckel, Chair of the Board

/s/ Keni Hopkins  
Keni Hopkins, Recording Secretary

APPROVED AS SUBMITTED/CORRECTED: 7-16-15

subsequent meetings which will shift the reactive maintenance that is happening that will have a long term financial benefit. They want to track this season as a base season and track operation, maintenance and utility costs and revenue. He said the commitment that is in the packet tonight is from pre-payment from Glacier Skate, and the other user groups are waiting to rent the rest of the open ice as it becomes available, to hopefully make up the shortfall. He thinks there could be additional revenue if the city also runs and integrates some programs into the schedule. He said that Greg Esakoff might have some more specifics he could explain to the Council.

Greg Esakoff said he'd like to address that \$10,000 differential. He said they agree with Finance Director Smith's calculation, but the difference is her numbers are based on 18-hour days and they don't want it for 18-hour days, they are requesting about five hours a day. He said cutting back the hours they won't need, plus using updated utility savings, he thinks the city's numbers and their numbers will be closer. He addressed the condenser; their group brought in the consultant three years ago and from their study they made three recommendations: two of the three recommendations have been implemented and the third will be – it is the low-e ceiling that is scheduled to be put in place at the end of the spring season. He said the savings in water usage, with the upgraded equipment, is huge, which is reflected in the handout he submitted during the worksession. He said they felt their revised financial detail will stand the test of time.

**Councilor Hildner made a motion to postpone the August 10 reopening of the rink to August 30. The motion died for lack of a second.**

**Mayor Muhlfeld said the budget amendment is just for this year; FY15 ending 6-30-15. And, he said he agreed that managing the ice rental should be a staff responsibility.**

**The motion passed unanimously.**

City Manager requested the Council also give an indication, by motion, of their intention for the August re-opening. The user group needs to know that so they can go ahead and arrange for a summer camp if it looks like something the city will allow.

**Council Anderson made a motion, second by Council Barberis, to approve that it is Council's intention to provide budget in FY16 to re-open the rink on August 10, 2015, so the user group can plan for their 3-week summer camp. City Attorney VanBuskirk advised the motion is for budgetary purposes only. The motion passed unanimously.**

#### **8) COMMUNICATIONS FROM PLANNING AND BUILDING DIRECTOR**

- a) Discussion and direction to staff regarding possible revisions to the Subdivision Code regarding payment-in-lieu-of parkland dedication requirements (p. 438) (CD 4:25:18)**

Planning and Building Department Director Taylor said at the last meeting the Council had received a letter from Mark Van Everen discussing the parkland dedication standards for small subdivisions. The council asked staff to talk in more detail on this issue at this meeting. Staff agrees there would be merit in this review; staff researched other city's parkland dedication standards and found many similar to those of Whitefish, but also found where some cities treated infill and small subdivisions by different methods to encourage development. Upon Council's direction he said they would be happy to research it further and take it first to the Park Board and then bring it back to the Council. Council showed consensus for the Planning Department to continue their review process.



# MEMORANDUM

#2013-037

To: Mayor John Muhlfield  
City Councilors

From: Chuck Stearns, City Manager *Chuck Stearns*

Re: Business Improvement District (BID) or other assessment district for Parking Structure  
O&M costs – update and request for direction/concurrence

Date: August 28, 2013

On May 20, 2013, the City Council, on a 4-3 vote with the Mayor breaking a 3-3 tie, approved the following motion:

*Mayor Muhlfield said there is a motion on the floor to approve structured parking with a city hall, and in parallel staff will research and bring back whether the feasibility for a BID by the September 3, Council Meeting. Staff has indicated it wouldn't be a completed BID at that time but they would bring back a proposal with parameters for the creation of a BID.*

A BID/Assessment District working group was formed to research and work on concepts for such a district. The working group consists of the following members:

- Dave Boye – Chamber of Commerce representative
- Marcus Duffey - Chamber of Commerce representative
- Dale Reisch - Heart of Whitefish representative
- Chris Schustrom - Heart of Whitefish representative
- Necile Lorang - City staff – Administrative Services Director/City Clerk
- Rich Knapp - City staff – Assistant City Manager/Finance Director
- Chuck Stearns - City Staff – City Manager

The working group met three times (July 22, August 2, August 14) , to discuss and analyze the various options for assessment districts and the parameters for such a district. They also reviewed and commented on this memo. The primary issues are discussed below.

## Types of Assessment Districts

There appear to be three types of assessment districts that would work for parking structure O&M costs. Four different options were reviewed, but only three appear to be viable. The four types of assessment districts and their attributes are described in an attached chart.

The working group decided to focus on the Special Improvement District (SID) (7-12-4101 et. seq. MCA) for the following reasons:

- Many downtown Whitefish businesses are familiar with an SID because there is currently a parking SID (SID#155) in effect.
- One or two people felt that, because the City Council initiated the construction of the parking structure, the City Council, not the business owners, should initiate the assessment district.
- Rather than requiring a petition from 60% or 100% of the business owners to initiate the district, a SID does not require a petition to initiate it. The City Council can initiate the district.
- Affected property owner can prevent the district if property owners bearing more than 50% of the cost protest the creation of the district.
- The SID laws allow the off-street parking method of assessment such as was done with SID #155 (see attachment for assessment variables allowed by 7-12-4165 MCA)

The working group would like direction or concurrence from the City Council on the method of assessment to pursue.

### **Annual cost of O&M for parking structure**

The working group began discussion of the annual cost estimates for the O&M of the new parking structure. I presented information from Kimley – Horn and Associates that annual O&M costs might be in the \$100,000 to \$125,000 range (see attachment in packet - \$492 per space per year cost). Chris Schustrom disagreed with that estimated level of cost because other parking structures in Montana do not spend nearly that level for annual O&M costs. He cited information gathered from Missoula, Bozeman, Billings, and the National Parking Maintenance Manual:

Missoula downtown structure - \$24,000 - \$36,000 annual O&M costs for 265 space structure

Bozeman - \$146 per space per year for O&M –multiplied by the number of spaces in our proposed structures (216 -244) would equal \$31,536 - \$25,624.

Billings – they aggregate costs for 3 structures – probably \$30,000 - \$50,000 for a similar structure

National Parking Association – 2001 study of one structure - \$147/space per year therefore \$31,752 - \$35,868 for a structure of 216-244 spaces.

Crandall Arambula – they felt \$250/space/year for maintenance would be upper limit, therefore \$54,000 - \$61,000.

After discussion, the working group felt comfortable in the range of \$50,000 to \$75,000 which would include a reserve for replacement of \$10,000 to \$15,000 per year (i.e. for an elevator or

other high-cost item). However, the annual O&M costs could change once we are in design for a parking structure and once it opens and is operating.

### **Leasing of some spaces and lease revenue**

The working group also discussed revenues that could be generated from leased spaces. Leased spaces make up a large part of the occupancy of parking structures researched in Missoula, Bozeman, and Billings. We are all in agreement that any lease revenue from the parking structure should be used to pay for annual O&M costs of the parking structure and thereby reduce the assessment on property owners. Depending on the extent and fee for the leased parking spaces, the lease revenue could pay for a significant portion of the annual O&M and reserve cost.

It is quite possible that the number of spaces to be leased will fluctuate in the future. A goal of any new parking structure is obtain a high amount of use as soon as possible so people are accustomed to using the parking structure. Leased spaces can help achieve high use, especially early on. Then later, as there is more demand for retail parking, the number of leases might be reduced.

Our lease experience in the 3<sup>rd</sup> and Central lot and in the old lot at 2<sup>nd</sup> and Spokane was as follows:

3<sup>rd</sup> and Central – four 24 hour spaces and thirteen 12 hour spaces. Our rate initially was \$20 per month for the 12 hour spaces and \$25 per month for the 24 hour spaces.

2<sup>nd</sup> and Spokane – four 24 hour spaces and twenty-six 12 hour spaces. Lease rates were the same.

When we rebuilt the 2<sup>nd</sup> and Spokane lot, the City Council declined to do any leases in the rebuilt lot, leaving it just for retail parking. The 3<sup>rd</sup> and Central lot was turned into retail only parking while Central Avenue was re-built to offset the loss of some on street parking on Central. When the Central Avenue project was completed, the City Council has declined, so far, to restore any lease spots in the 3<sup>rd</sup> and Central lot.

During the reconstruction of Central Avenue, initially we moved the leased spaces to the temporary parking lot at Block 46 (Third and Spokane). However, the City Council at the same time, decided to increase the lease rate from \$20 to \$40 per month for a 12 hour space and from \$25 to \$50 per month for a 24 hour space. After one quarter, everyone stopped leasing the spaces in that lot because it was further away from their business, the rate increase, and the fact that there was plenty of free parking in the same parking lot.

Prior to the change, all of the spaces in the 3<sup>rd</sup> and Central lot were leased and there was a waiting list. Typically all of the spaces at the 2<sup>nd</sup> and Spokane lot were leased, but there was more turnover and no waiting list.

It is always good to lease the top level of any parking structure to ensure that this level gets used. If we started out leasing the top two levels of the parking structure and left the bottom level for retail, in one design that would mean leasing 135 spaces. The other design (City Hall on Baker) has 190 spaces on levels 2 and 3 with only 43 on level 1, so we likely want more retail spaces than 43.

For example, if we leased 135 spaces initially for \$40 per month, that would equal \$64,800 of annual revenue, which could pay all of the O&M. If we only leased 70 spaces initially, that would equal \$33,600 of annual revenue, leaving \$36,400 for the assessments. Of course in any leasing scheme, we might have a higher cost for the covered spaces and a lower cost for the roof top spaces. Also, it is likely that City Hall employee parking might be on the top level and that will be 40-50 spaces of lease revenue.

At least one member of the committee is concerned that there may not be enough demand for leased spaces, so we may not attain the revenues discussed above.

### **Boundaries of Assessment District**

The working group looked at assessment boundaries primarily using circles with a radius from the center of the parking structure as that was the method used for the SID #155 Downtown Parking SID. However, that parking SID had three lots with 5 levels of assessment for each of the three lots, so its formulation was very complex. The working group also looked at going block by block, but we felt that using circles resulted in an assessment that was less likely to be challenged as being unfair or arbitrary. Whether a lot was included in the SID 155 tiers depended on whether more than 50% of the lot was inside a respective circle, which seems fair.

The working group evaluated circles with a radius from the center of the parking structure of 300 feet, 600 feet, 660 feet (1/8<sup>th</sup> mile corresponding to Crandall and Arambula retail planning circle), 900 feet, 1200 feet, and 1320 feet (1/4 mile corresponding to Crandall and Arambula retail planning circle). After considering many factors, the working group's consensus was to begin by using two circles of 660 foot radius and 1,320 foot radius. See the attached map.

These two circles were felt to represent the very direct beneficiaries of a parking structure (660 foot radius) and the less direct beneficiaries (1,320 feet). Within those circles, we would exclude assessing any single family and duplex residential units. Whether to assess multi-unit complexes as a commercial use is still under consideration and requires some more research. We would likely use the Department of Revenue classification differences as guidance for those types of property. Any BNSF properties outside of City limits would not be assessed.

### **When to begin assessments**

The working group also discussed when to begin assessments. Obviously a district could be formed before the parking structure is built, but we would not want to or be able to assess

property for O&M until the structure is open and operating. That will depend on a construction schedule which is not yet available.

Based on preliminary discussions with a handful of downtown property owners who were involved with the creation of SID #155, the Heart of Whitefish feels that, because the Downtown Parking SID #155 assessments end after the fall 2015 assessments, it could be acceptable to downtown businesses to begin any new assessment on or after the fall 2016 assessments. With the end of assessments for the construction of the SID #155 parking lots, those businesses could then more easily afford to continue some level of assessment, even if it were increased. It seems that this timing would also work as I doubt a parking structure would be built and opened before January of 2016. The current assessments on properties for SID #155 are typically between \$200 and \$300 annually. The working group also agreed that it will be important to keep downtown business/property owners informed of this process so as to avoid any misunderstanding of what is being proposed.

### **Summary and request for concurrence and direction**

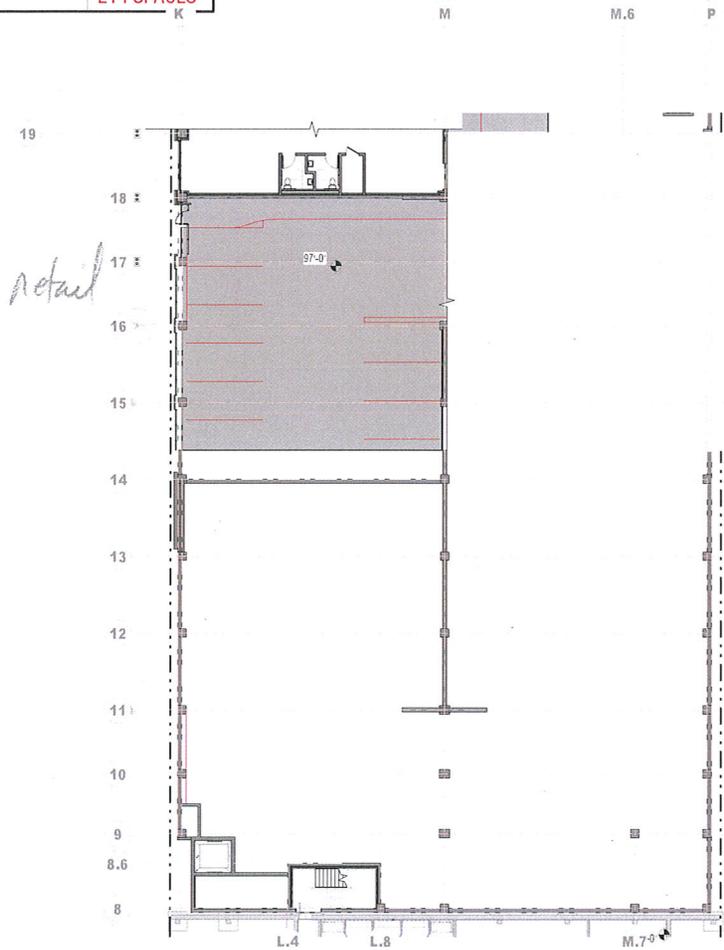
Before we formulate a concept with specific assessment levels or a range of levels to go to businesses with, we need some guidance and direction on many of the above issues.

1. Assessment District – ok with proceeding with a SID instead of BID and pursue assessment method similar to SID #155 with using variables in 7-12-4165 MCA?
2. Estimates of O&M annual costs to focus on - okay with range of \$50,000 to \$75,000 including a reserve of \$10,000 to \$15,000?
3. Clarification of what percentage of O& M costs would be assessed? –
4. Lease revenue – what assumptions should we use for lease revenue?
5. Boundaries – is the Council okay with two tiers of boundaries at 660 feet and 1,320 feet for two tiers of assessments? How different are the assessment levels between the two tiers?
6. When to begin assessments?
7. Can the City Hall committee continue on process to select an architect and bring a architectural and engineer design contract forward for consideration?
8. Does the City Council want to do any polling of businesses?

**1st Draft of Thoughts on Leased Parking Spaces in new Parking Structure**

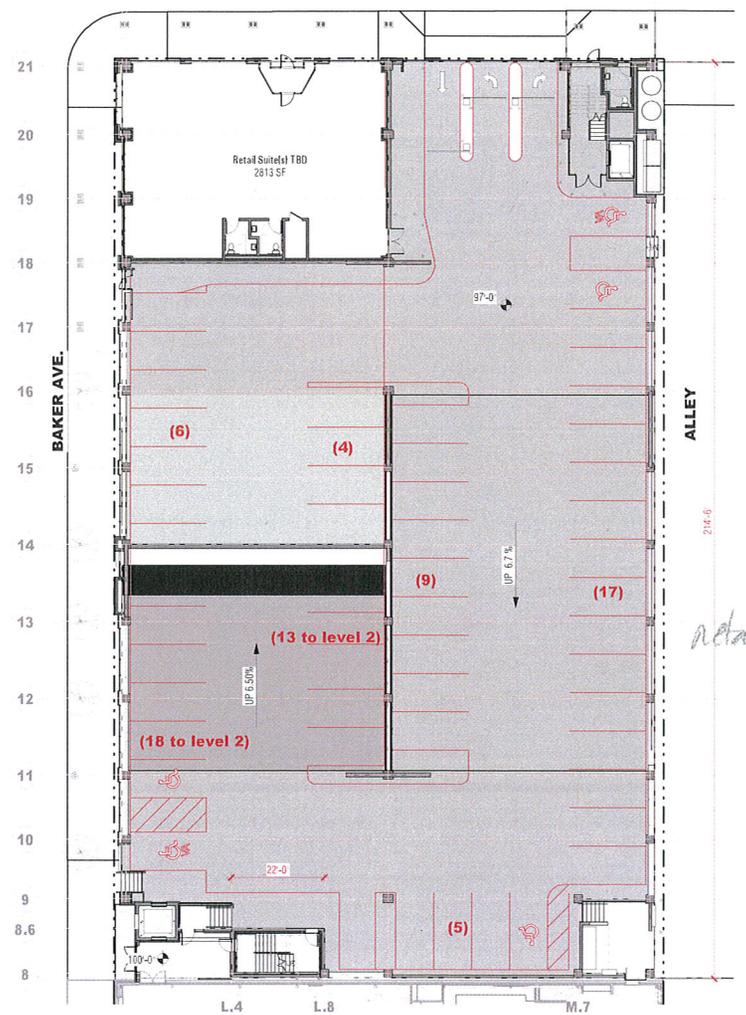
PARKING COUNTS				
9'-0" X 18'-0" SPACES				
TIER	STANDARD	CAR ACCESSIBLE	VAN ACCESSIBLE	TOTALS
BASEMENT Level B0.5 to Level 1	0	0	0	0
FIRST Level 1 to Level 1.5	67	3	2	72
SECOND Level 2 to Level 2.5	73	2	0	75
THIRD-TOP Level 3 to Level 3.5	67	0	0	67
TOTALS	207	5	2	214 SPACES

$67 \times \$50/\text{mo} \times 12 \text{ mos} = 40,200$   
 $77 \times \$50 \times 12 \text{ mos} = 46,200$   
 $77 \times 60 \times 12 = 55,460$  (0.425 \* 60 \* 12 = 18,000 employees)



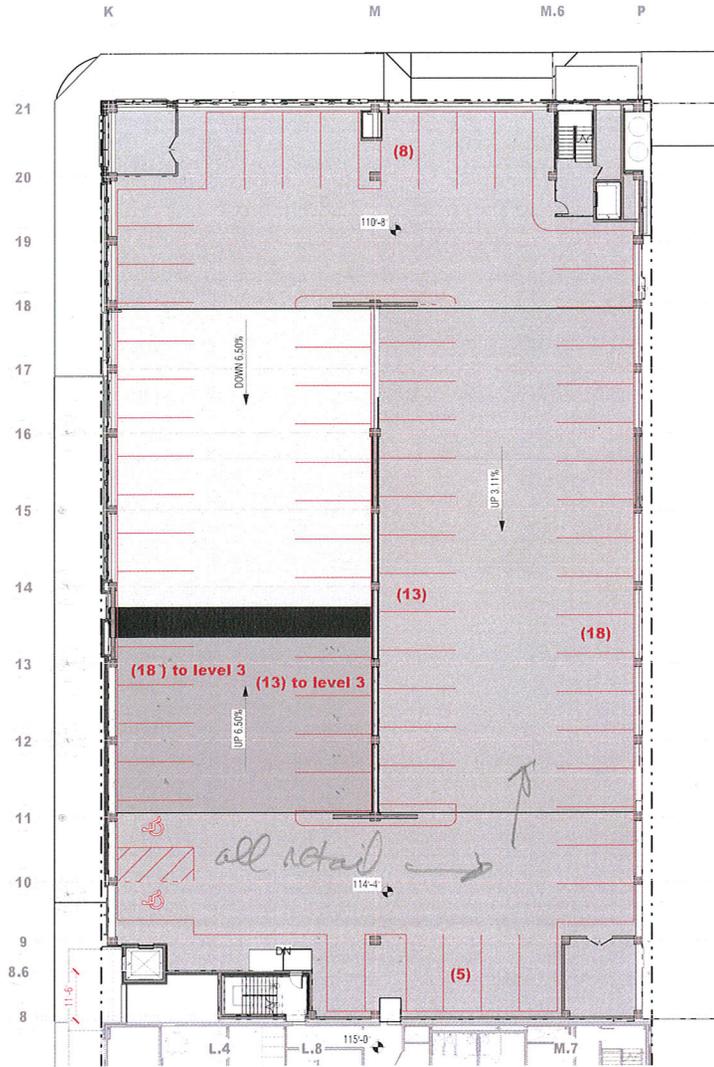
**0 SPACES**

**B SD-TIER B Layout - Parking Level B0.5 to Level 1**  
1" = 20'-0"



**72 SPACES**

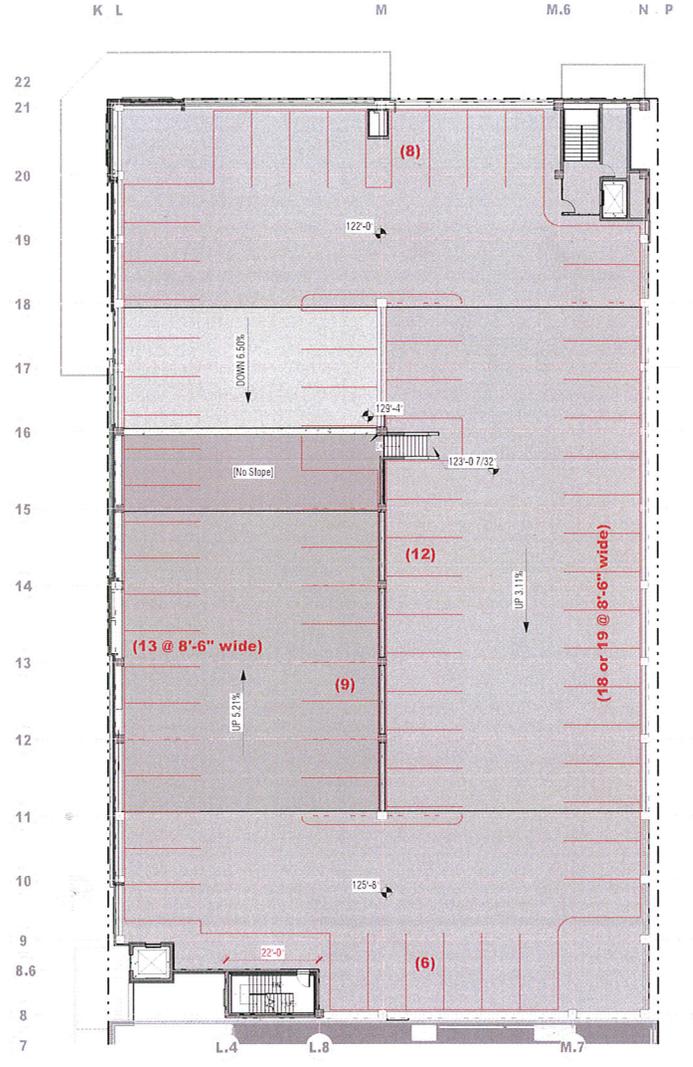
**1 SD-TIER 1 Layout - Parking Levels 1 to 1.5 to 2**  
1" = 20'-0"



**75 SPACES**

2 ACCESSIBLE

**2 SD-TIER 2 Layout - Parking Levels 2 to 2.5 to 3**  
1" = 20'-0"



**67 SPACES**

1 ACCESSIBLE

**1 SD-TIER 3 Layout - Parking Level 3 to 3.5**  
1" = 20'-0"

## Chuck Stearns

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**From:** McCandless, Bruce <McCandlessB@ci.billings.mt.us>  
**Sent:** Tuesday, October 13, 2015 5:28 PM  
**To:** Chuck Stearns  
**Subject:** RE: Monthly Parking Lease information

Chuck: see responses in red below.

Bruce McCandless  
Asst. City Administrator  
PO Box 1178  
Billings, MT 59103  
406 657-8222 - office  
406 690-3062 - cell  
406 657-8390 - fax  
City website: ci.billings.mt.us

All City of Billings e-mails are subject to Montana's Right To Know laws, can be considered public records and are subject to public disclosure.

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**From:** Chuck Stearns [mailto:cstearns@cityofwhitefish.org]  
**Sent:** Tuesday, October 13, 2015 3:19 PM  
**To:** McCandless, Bruce  
**Subject:** Monthly Parking Lease information

Bruce:

Could you ask one of your staff or forward this email to your Parking Commission? I am looking for information on monthly leases of parking spaces in your parking structures? If they have a brochure, that would be great. If not, I am interested in the following questions:

Take a look at the City's website. "Services" tab, then "Parking" tab, then "Parking Garages". Hourly and leased rates, hours of operation, locations, etc are shown there.

1. What is the monthly lease rate?

Simple statement is \$50/mo covered (everything except the roof) and \$25/mo roof. The only surface lot that we own is \$75/mo.

2. Is there any discount for long term leases say of 1-2 years?

No. The discounts we offer are for volume: 5% for 5+ spaces, 10 % for 20+ and 15% for 100+. I think that these will go away or reduce next year as part of a larger rate review. We will also consider differential (higher) pricing by garage location and demand.

3. Do you have different lease rates for 12 hour days (for business) versus 24 hour days (more for downtown residents)?

No. The only garage in which we differentiate between day and night parking is our newest, fully automated one, where there are only a few hourly spaces but to help area nighttime and weekend uses, we allow anyone to park in the leased spaces from 6 pm to 7 a.m. and on weekends. They pay the hourly rate for that parking so I don't think that we have a lot of resident parking. I know that some

downtown residents use the other 3 garages at night and on weekends and we get no revenue from that.

4. Do you assign individual parking spaces with names or just issue permits or window hangars that people use and they can park in any of the lease spaces, first come, first served.

We have a few assigned spaces in 3 of the 4 garages and we're trying to get rid of them even though we charge \$100/mo. The renters tend to be demanding, there are costs to patrol/regulate them and sign them and we can't oversell those spaces, so I'm not sure that we make more money on the higher priced spaces. Our standard oversell is 120% but we'll go as high as 135% temporarily. We do not guarantee a parking space for anyone except the assigned ones but we can usually accommodate someone who can't find a leased space in their assigned garage.

5. Any other relevant information.

I can't think of anything else but take a look at the web page and it may generate some more questions.

Thanks.

Chuck Stearns  
City Manager  
City of Whitefish  
P.O. Box 158  
1005 Baker Avenue  
Whitefish, MT 59937-0158  
406-863-2406  
Fax 406-863-2419



Parking Leases

Bozeman - Tom Thorpe 10/14/15  
406-582-2903

Lease - surface \$90/month  
garage \$50/month } + 45 deposit  
basement garage \$60/month } Access card

Control Access via Access card

No reserved stalls - cuz of government grants

They give 10% discount for paying year in advance

25 year lease for 60 spots was 30% discount

High Cabot  
Donald Shop - Free Parking  
Youtube -

Signage - no skateboarding  
rollerblading  
overnight camping  
no loitering

cleaning - can't just hose it down -  
have to collect &  
treat water

# PUBLIC NOTICE

## THE CITY OF WHITEFISH HAS POSITIONS OPEN ON THE FOLLOWING VOLUNTEER COMMITTEES



WHITEFISH LAKE & LAKESHORE PROTECTION COMMITTEE – Openings for 2 (two) members: 1 member who lives inside City Limits (lakeshore ownership not required); and 1 non-city resident who owns Whitefish Lakefront property outside the City Limits. Terms run to December 31, 2017.

AD HOC CEMETERY COMMITTEE – One position is open to residents of the Community who reside either inside or outside of the City Limits, for a term expiring June 30, 2016.

HOUSING AUTHORITY - One position to fill the remainder of a term expiring 12-31-19. Open to city residents or residents within a 10-mile radius of the City of Whitefish.

IMPACT FEE ADVISORY COMMITTEE – 2-Year terms – Three Positions – Openings are for a person from the Development Community, a Certified Public Accountant, and a Member at Large, all who either live or work within Whitefish zoning jurisdictions. The Committee meets once a year.

POLICE COMMISSION – Open to City residents who have maintained residency within the City for one year prior to appointment to the Commission. 1 Position, 3-year term.

LIBRARY BOARD OF TRUSTEES – One (1) position open to residents who live inside the City Limits to fill the remainder of a term expiring June 30, 2017.

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**Please submit** a letter of interest to serve on any of the above committees to the Whitefish City Clerk's Office at 1005 Baker Avenue or mail to P.O. Box 158, Whitefish, MT 59937, by **Friday, September 25, 2015**. Interviews will be scheduled for October 5th. Thereafter, if vacancies still exist, letters of interest will be accepted until the positions are filled. If you have any questions please call the City Clerk's Office at 863-2400. These are also posted on the City's website: [www.cityofwhitefish.org](http://www.cityofwhitefish.org). \*\*\*\*\***THANK YOU FOR YOUR INTEREST!**\*\*\*\*\*

H. Peters  
730 Somers Ave.  
Whitefish, MT 59937

September 24, 2015

Whitefish City Council  
c/o Ms. Necile Lorang  
P.O. Box 158  
Whitefish, MT 59937

Reference: Letter of Interest to serve on the Police Commission

Dear Ms. Lorang:

This is to convey my interest for consideration in serving on the Whitefish Police Commission. As a longtime Whitefish resident, and most recently a resident inside the City of Whitefish, I have great interest in the community and express my desire to participate in the City's civic activities.

As a way of background, we have been in Whitefish since 1998, and in addition to fulltime work in a chemical business, I have participated in various activities including tutoring and translation for a grade school student at Muldown, participation in the United Way's screening of fund disbursements, long time membership on the Board of the Flathead Valley Habitat for Humanity affiliate, as well various leadership roles in my church.

I am a partner in a growing and global company based in Arizona but am honored to lend my business experiences in roles which are not based on my professional career. We moved here from the Gulf Coast where I completed a career in the oil industry, serving in various business management, and global business development assignments.

I am interested to serve the City of Whitefish.

Sincerely yours,



H. Peters

## POLICE COMMISSION

### 2-5-1: COMMISSION ESTABLISHED:

There is hereby established a police commission for the city, hereinafter referred to as the commission. (Ord. 02-08, 4-1-2002)

### 2-5-2: PURPOSE, POWERS, PROCESSES AND DUTIES:

The powers and duties of the commission are set forth in Montana code 7-32-4151 through 7-32-4164, this chapter and rules of procedure adopted by the commission. Consistent with state statutes and this chapter, these powers and duties of the commission shall include:

- A. Review of police officer applicants when such review is sought by the chief of police or city manager;
- B. Hear and decide appeals by any member or officer of the police department who has been disciplined, suspended, removed or discharged by an order of the city manager; and
- C. Provide comment and recommendations to the chief of police or city manager on matters related to the police department. (Ord. 02-08, 4-1-2002)

### 2-5-3: MEMBERSHIP:

- A. Appointment; Compensation: The commission shall have three (3) members. Members shall be appointed by the mayor and ratified by the city council. Members shall reside within the corporate limits of the city and shall have maintained residency within the city for one year prior to appointment to the commission. Commission members shall receive no compensation.
- B. Terms; Positions: Commission terms shall be three (3) years. There are hereby created positions numbered 1 through 3 inclusive of the members of the commission. Members serving on the effective date of this chapter shall be assigned to positions that correspond with the expiration dates of their existing terms:

<u>Number</u>	<u>Term Expiration Date</u>
1	First regular council meeting in May 2002
2	First regular council meeting in May 2003
3	First regular council meeting in May 2004

As each of the above listed expiration dates is completed, members shall be appointed successively to three (3) year terms. Terms shall begin upon appointment at the first regular city council meeting held in May of each year. However, a member serving on the commission during an appeal proceeding under Montana

code 7-32-4155 shall continue to serve on the commission until such time that a decision on the appeal is rendered. In such case, a new member may not sit on the commission for business. At the discretion of the city council, members may be appointed to more than one term.

- C. Removal Of Member: A member may be removed from the commission by majority vote of the city council for cause upon written charges and after a public hearing. Wilful disregard of state statutes, city ordinances and the rules of procedures of the commission, or absences from three (3) consecutive meetings, including regular and special meetings, or absences from more than fifty percent (50%) of such meetings held during the calendar year, shall constitute cause for removal. Circumstances of the absences shall be considered by the city council prior to removal. Any person who knows in advance of his inability to attend a specific meeting shall notify the chair or secretary of the commission at least twenty four (24) hours prior to any scheduled meeting.
- D. Vacancy: Pursuant to subsections A and B of this section, any vacancy on the commission shall be filled by the mayor and ratified by the city council acting in a regular or special session for the unexpired term of the position wherein the vacancy exists. The city council may appoint members of the city council to temporarily fill vacant positions on the commission. (Ord. 02-08, 4-1-2002)

**2-5-4: ORGANIZATION:**

At its first meeting after June 1 of each year, the commission shall elect a chair, vice chair and secretary for the next twelve (12) month period. Upon the absence of the chair, the vice chair shall serve as chair pro tem. If the secretary is absent from a specific meeting, the attending members shall elect a secretary pro tem for the meeting. If a vacancy occurs in the chair, vice chair or secretary positions, the commission shall elect a member to fill the vacancy at the next meeting. The secretary need not be a member of the commission and shall keep an accurate record of all commission proceedings. (Ord. 02-08, 4-1-2002)

**2-5-5: MEETINGS, RULES AND REGULATIONS:**

Two (2) members of the commission shall constitute a quorum. Not less than a quorum of the commission may transact any business or conduct any proceedings before the commission. The concurring vote of two (2) members of the commission shall be necessary to decide any question or matter before the commission. The commission shall adopt rules of procedure for the conduct of meetings consistent with statutes, the city charter, ordinances and resolutions. Meetings of the commission shall be held at least once every three (3) months or at the call of the chair, chief of police or city manager, and at such other times as the commission may determine. All meetings shall be open to the public. (Ord. 02-08, 4-1-2002)

**2-5-6: ENFORCEMENT OF DECISIONS:**

Pursuant to Montana code 7-32-4161, the city manager shall make orders enforcing the decisions of the commission. (Ord. 02-08, 4-1-2002)

**2-5-7: STAFF SUPERVISION:**

The commission shall have no supervisory control and shall not direct the chief of police or other staff in the performance of their official duties. Commission involvement in the operations of the police department shall be limited to comment and recommendations. (Ord. 02-08, 4-1-2002)

**2-5-8: EXPENDITURES:**

The commission shall have no authority to make any expenditures on behalf of the city or disburse any funds provided by the city or to obligate the city for any funds. (Ord. 02-08, 4-1-2002)

<b><u>POLICE COMMISSION - WCC 2-5-1 - 3 YEAR TERMS – Mavoral Appointments confirmed by Council</u></b>			<b>TERM EXPIRATION DATE</b>
Ross Doty	2019 Ridgecrest Drive	730-2926	First Monday of May, 2016
<b>VACANCY</b>			<b>First Monday of May, 2018</b>
Jim Trout	PO Box 695	863-2265 (W)	First Monday of May, 2017

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## **CITY COUNCIL REGULAR MEETING AGENDA**

The following is a summary of the items to come before the City Council at its regular session to be held on Monday, October 19, 2015, at **7:10 p.m.** at Interim City Hall, **1005 Baker Avenue.**

Ordinance numbers start with 15-18. Resolution numbers start with 15-46.

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) PRESENTATION
  - a) Proclamation – Extra Mile day and recognition of Whitefish people or organizations that have gone the “extra mile” (p.56)
- 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 October 5, 2015 City Council special meeting (p.63)
  - b) Minutes from the October 5, 2015 City Council regular meeting (p.64)
  - c) Resolution No. 15-\_\_\_; A Resolution approving the Iron Horse Homeowners’ Association’s request to modify the entrance to the Iron Horse Subdivision subject to three conditions (p. 83)
- 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 a request from 93 LLC to extend the preliminary plat for the 93 LLC subdivision on Hwy 93 North until November 1, 2017 (p.87)
- 8) COMMUNICATIONS FROM PARKS AND RECREATION DIRECTOR
  - a) Update on Ice Den Management Agreement negotiations (p.103)
- 9) COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR
  - a) Consideration of approving proposal for a central recycling center on the northwest corner of the snow storage lot at Columbia Avenue and Railway Street (p. 106)

10) COMMUNICATIONS FROM CITY MANAGER

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p.110)
- b) Other items arising between October 14<sup>th</sup> and October 19<sup>th</sup>
- c) Resolution No. 15-\_\_\_; A Resolution approving an Interlocal Agreement for temporary commercial building plan reviews and possible building inspections with the City of Kalispell (p. 120)
- d) First review of a Water System and Road Access Easement from the F.H. Stoltze Land and Lumber Company for perpetual access and easements for water lines, water intakes, and related appurtenances (p.134)

11) COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

- a) Email from Whitefish Sports Facility Foundation requesting Tax Increment Funding assistance for 50% of the Ice Den Management/Alarm System (p.168)

12) 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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October 14, 2015

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

Mayor Muhlfeld and City Councilors:

**Monday, October 19, 2015 City Council Agenda Report**

There will be a work session at 5:00 p.m. on Parkland payment-in-lieu-of fees and on lease parking in the future parking structure. There will also be a special session on Monday at 6:45 p.m. for an interview. Food will be provided for this work session.

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 October 5, 2015 City Council special meeting (p.63)
- b) Minutes from the October 5, 2015 City Council regular meeting (p.64)
- c) Resolution No. 15-\_\_\_; A Resolution approving the Iron Horse Homeowners' Association's request to modify the entrance to the Iron Horse Subdivision subject to three conditions (p.83)

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

**Items a and b are administrative matters. Item c is a quasi-judicial matter.**

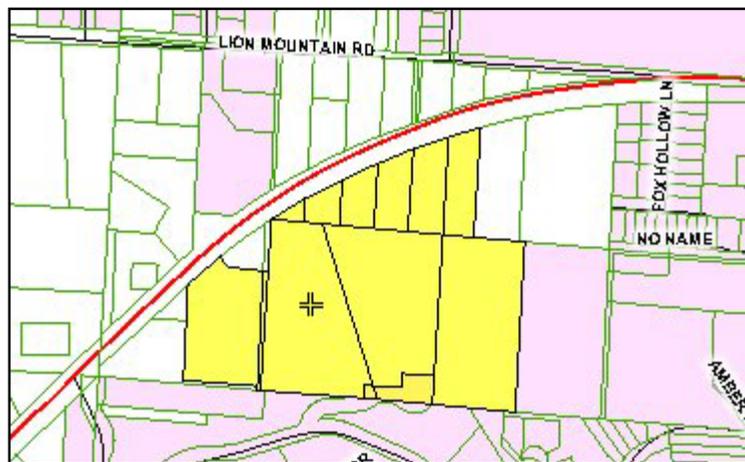
**PUBLIC HEARINGS** (Items will be considered for action after public hearings) (Resolution No. 07-33 establishes a 30 minute time limit for applicant's land use presentations. Ordinances require 4 votes for passage – Section 1-6-2 (E)(3) WCC)

- a) Consideration of a request from 93 LLC to extend the preliminary plat for the 93 LLC subdivision on Hwy 93 North until November 1, 2017 (p.87)

From Senior Planner Wendy Compton-Ring's staff report:

Request/Background:

This office is in receipt of a letter from Eric Mulcahy of Sands Surveying on behalf of Reto Barrington of 93 llc requesting a 24-month extension for the 93 llc preliminary plat pursuant to §12-3-8B of the Whitefish Subdivision regulations. The 93 llc preliminary plat is a 26-lot subdivision (22-single family lots and 30 condominiums on four lots) on 23.16 acres plus a 5 acre parcel zoned WRR-1 for future development. The project is located on the south side of Highway 93 W to the west of State Park Road and can be described as 3301 Big Mountain Road and can be described as Tracts 1DA, 1DG, 1DF, 1DC, 1DBB, 1DGA, 1CE, 1NA, 1ABCA and 1ABE in Section 35, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana.



The preliminary plat was approved by the Whitefish City Council in 2007. On November 1, 2010, the Council approved an amended preliminary plat to reduce the overall density. In November 2013, the Council granted a 24-month extension until November 1, 2015.

Attached to this report are the conditions of approval and the preliminary plat map.

Current Report:

This subdivision is located in the Whitefish city limits and is zoned WLR/WRR-1 with a PUD overlay. Upon review of the files, issues raised during the 2010 public hearing process included:

- *Montana Department of Highway Project.* At the time of the project, we knew the Highway was going to be upgraded, but the final design was not complete. We were not certain if there was going to be a left-hand turn lane, how it was going to line up with the State Park Road intersection redesign and if MDT would want additional right-of-way from this project either for the actual road or in a temporary construction easement. Since that time, the highway construct is complete and MDT worked with

the property owner to design an entrance into the project that meets the development's requirements – including a left-hand turn lane.

- *Critical Areas.* During the 2007 development, the applicant complied with the critical area regulations at the time. When the current project came back for review in 2010, the applicant had to conform to all the current Critical Area regulations and Subdivision regulations, which this project does.
- *Loss of the Affordable Housing Payment.* In 2007, this project was using a density bonus and intended to pay cash in lieu of affordable housing. When the current project came back for review in 2010, the density was reduced and the requirement to provide affordable housing went away. The Council lamented this loss.

*Change in Standards:*

Since 2010, when this project received preliminary plat, certain regulations have been amended.

- In 2011, the Council approved updates to the Water Quality Protection regulations. The only aspect of the regulations that changed with this update was the removal of the 'matrix' for steep slopes. The applicant was already required to perform this work as part of the preliminary plat for the steeper lots and found the lots scored low, which meant no further geotechnical review was required.

*Standard of Review*

Pursuant to §12-3-8B, Time Limits for Preliminary Plat Approval, the Council may grant additional time "provided the subdivider can show continued good faith in working toward final plat."

In 2013, when the Council granted the first two-year extension of the preliminary plat, the economy was not right to bring new residential lots online and the applicant was working with Montana Department of Transportation to negotiate right-of-way acquisition, appropriate access and construction easements. Since that time the portion of Highway 93 W fronting this project is mostly complete. Upon approval of the preliminary plat extension, the applicant is prepared to secure all necessary permits to move the project toward final plat.



Public Comment

A notice was mailed to adjacent land owners within 300-feet of the preliminary plat on September 25, 2015. A notice of the public hearing was published in the *Whitefish Pilot* on September 30, 2015. As of the writing of this report, no comments have been received.

**RECOMMENDATION:** Staff respectfully recommends the Council approve the request to extend the 93 LLC preliminary plat for 24 months, expiring on November 1, 2017 based on the following findings of fact:

**Finding 1:** The preliminary plat was approved by the Whitefish City Council on May 21, 2007. On November 1, 2010, the Council approved an amended preliminary plat to reduce the density from 24 single family lots and 45 condominiums to 22 single family lots and 30 condominiums. On June 21, 2010, the Council granted a second amendment to the preliminary plat in order to place 16 cabins on individual lots, as they had previously been located on a common lot. On November 18, 2013, the Council granted a 24-month extension until November 1, 2015. The preliminary plat now expires November 1, 2015.

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

**Finding 3:** A legal notice was placed in the *Whitefish Pilot* on September 30, 2015 and public notice was mailed to property owners within 300-feet on September 25, 2015. No public comments have been received.

**Finding 4:** The applicant has continued to show continued good faith in working toward final plat because they have worked with MDT on right-of-way acquisition, developed an appropriate entrance into the subdivision and have established a plan to move the project toward final plat.

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

## COMMUNICATIONS FROM PARKS AND RECREATION DIRECTOR

### a) Update on Ice Den Management Agreement negotiations (p.103)

From Parks and Recreation Director Maria Butts update memo:

In September of 2015, the Whitefish City Council held an informational work session on the Park Board of Commissioners' decision to enter into a management agreement for operations of the Stumptown Ice Den. At that time, Council was provided a copy of the RFQ and a draft management plan. The RFQ was advertised in both the Whitefish Pilot and the Daily Interlake, as well as through social media and the city website. The department received one statement of qualifications and the opportunity to enter into negotiations with the City was awarded to the Whitefish Sports Facility Foundation (WSFF).

A Management Agreement Committee has been formed to assist staff in agreement negotiations. Members of the committee are Pam Barberis, Frank Sweeney, Ron Brunk, Doug Wise, Dana Smith, and Angela Jacobs. Members of this group have met with the WSFF to begin negotiations on the management agreement. I have received comments from both Angie and Dana regarding the counterproposal received from WSFF and have incorporated their comments into a revised management agreement. Major changes to the original management agreement were as follows:

- 1) The term changed from a 7 month term with option to renew to a five year term with a 6 month probationary period. This gives the management group more of a sense of longevity, allowing them to fundraise more effectively.
- 2) The method of allocating funds changed from allotting \$70,000 for utilities, \$25,000 for repair and maintenance, and \$10,000 for ice contract contingencies to a shared percentage of revenues (not yet established). Revenues received by the City would be dedicated to paying off all assumed expenditures, minus any unexpected repairs made to the equipment this season. Those expenditures the department will attempt to absorb into the Parks and Recreation Department's budget. At this time, these expenditures total \$60,258.86.
- 3) As WSFF is interested in the purchase and installation of the Programmable Logic Controller, quoted at \$50,000-\$64,050, staff has recommended WSFF fundraise for this piece of equipment that will aid them in better monitoring the refrigeration equipment.

During the last management agreement meeting, the committee and WSFF outlined a timeline of work to be completed. The expected date of transfer of management of the Stumptown Ice Den to WSFF is November 12, 2015, after the approval of the finalized management agreement by the Park Board of Commissions during their November 10, 2015 meeting.

## COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR

- a) Consideration of approving proposal for a central recycling center on the northwest corner of the snow storage lot at Columbia Avenue and Railway Street (p.106)

From Public Works Director Craig Workman's staff report:

As part of the City's solid waste contract, North Valley Refuse (NVR) maintains several recycling sites throughout the City which are available to City residents. Currently, there are three recycling sites in the city, including a site at the parking lot south of Craggy Range, a site on Kalispell Avenue behind National Parks Realty, and a site at the City Beach boat trailer parking lot. The new downtown location at the parking lot south of the Craggy Range is more congested and has less storage than the previous site behind City Hall. This has caused some difficulties for residents using the site, as well as some complications related to the City Hall construction project. It has also been noted that recycling drop-off locations fill quickly on weekends, often leaving users without a place to take their materials.

In an effort to improve service to residents, and streamline recycling operations for NVR, Council discussed the idea of a Centralized Recycling site at the work session on 9/8/2015. The goal of the centralized site is to provide adequate access to residents throughout the city, and adequate storage so the sites to remain usable during peak demand periods. The site that has been evaluated for this centralized concept is the City-owned lot at the northeast corner of Columbia and Railway. The proposed location on this lot for the centralized recycling site will be the northwest corner. Utilizing this portion of the lot will keep the site as far as possible from the residential neighborhood in order to reduce visual and noise disturbances to these residents. The site has been designed so that vehicles can pull into the site to access the containers as they travel north on Columbia Avenue. Vehicles will then pull back out onto Columbia with the ability to turn left or right out of the site without having to back up.

Containers will be placed as far back into the site as possible to allow plenty of space for multiple lanes of traffic in order to accommodate as many residents as possible. This design will also allow NVR drivers to pick up and deliver containers efficiently and safely.

In an effort to test out this new centralized recycling concept, the site will be excavated, graded, and finished with crushed asphalt millings this fall. In addition, the curbing will be cut down along the roadway in order to access the site. The anticipated cost for the Public Works Department to complete this work is approximately \$5,000. Assuming the concept is a success and readily used and accepted by City residents, final improvements will take place next spring. This second phase of work will include asphalt and/or concrete paving, fencing, and landscaping.

**RECOMMENDATION:** Staff respectfully recommends the City Council approve this concept and authorize the Public Works Department to perform the first phase of work to create the centralized recycling site. Doing so will enhance the recycling opportunities for residents and is in the best interest of the City of Whitefish.

**This item is a legislative matter.**

#### COMMUNICATIONS FROM CITY MANAGER

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p.110)
- b) Other items arising between October 14<sup>th</sup> and October 19<sup>th</sup>
- c) Resolution No. 15-\_\_\_; A Resolution approving an Interlocal Agreement for temporary commercial building plan reviews and possible building inspections with the City of Kalispell (p.120)

With Virgil Bench, our Chief Building Official, out on a long term illness, we need a way to do the plan review for commercial building projects. Our two remaining building inspectors can do residential plan reviews (a third inspector/Code Enforcement officer is also currently out for 4-8 weeks with a neck surgery). Having the capability to do commercial building plan reviews is also critical now that the City Hall/Parking Structure project's building permit applied was submitted.

We looked at options such as contracting out to firms that do plan review. Virgil has used such a company in California in the past when workload or specialty projects demanded contracting out some of that work. We also considered a firm in Colorado and tried to find firms in Montana, but we could not find any private Montana firms that do commercial plan reviews.

I talked with the Kalispell City Manager to see if they might be interested in contracting for some commercial plan reviews even though I thought their workload would be very high given current building activity and the new commercial projects they are seeing on their north side. After talking it over internally, Kalispell felt they could help us with our commercial building plan reviews as they have a little bit of a lull for a few months before their new commercial projects building applications are expected.

I decided to contract with the City of Kalispell after Virgil talked with their Chief Building Official and because keeping the review local keeps money local and also will help our architect, Ben Tintinger of Mosaic Architecture respond to plan review questions. Ben typically will be in Whitefish every two weeks and can meet with the Kalispell plans reviewer to address any issues.

Attached with this report is a proposed Interlocal Agreement with Kalispell for commercial building plan review services. I drafted the first agreement using our standard consultant contract template and the Kalispell City Attorney felt an Interlocal Agreement was more appropriate, so they revised it into an Interlocal Agreement. Our

City Attorney, Angela Jacobs, has reviewed and approved the proposed Interlocal Agreement as well.

The total plan review fee for a commercial project is 65% of the building permit fee and the building permit fee is based on the construction cost valuation of the project. Virgil said that the industry standard in the International Building Code for contracting out for plan review is that the jurisdiction, the City of Whitefish, keeps 15 of the 65% fee and we send the remaining 50 of the 65% to the contracting agency, in this proposed case, the City of Kalispell. The City of Kalispell has indicated that this fee arrangement is acceptable to them.

**RECOMMENDATION:** Staff respectfully recommends the City Council adopt a Resolution approving an Interlocal Agreement for temporary commercial building plan reviews and possible building inspections with the City of Kalispell.

**This item is a legislative matter.**

- d) First review of a Water System and Road Access Easement from the F.H. Stoltze Land and Lumber Company for perpetual access and easements for water lines, water intakes, and related appurtenances (p.134)

Since the early 1900's, the City has had an insufficient and inaccurate waterline easement and no road access easement from the F.H. Stoltze Land and Lumber Company (Stoltze) for accessing and maintaining the water system intakes, headgates, and waterline in Haskill Basin. Stoltze has always provided the City access to our water system in Haskill Basin as part of their neighborly accommodation policy, much in the same way that they provide access to Haskill Basin to the public via their roads.

City staff resumed negotiations with Stoltze about five years ago to discuss the language and terms of a permanent water system and road access easement. As other public works project emerged and took priority, City staff continued to make progress on this easement, albeit in a stop and start process. The water system and road access easement issue took on a higher priority in 2014 and 2015 when it was mentioned as one aspect and benefit of pursuing a Conservation Easement with Stoltze for the 3,020 acres of Stoltze land in Haskill Basin.

City staff, with occasional participation by Mayor Muhlfeld, have completed negotiations and language for the Water System and Road Access Easement document with Stoltze. A copy of the proposed easement is attached to this report in the packet. This easement has the review and agreement of Stoltze, their attorney, Utilities Supervisor Greg Acton, City Attorney Angela Jacobs, and me.

Once approved in a future City Council meeting, the easement will not be signed and recorded until the Conservation Easement and Multi-Resource Management Plan

(MRMP) are completed and recorded. We will record this Water System and Road Access Easement prior to the recording of the Conservation Easement and MRMP.

One important aspect of this Water System and Road Access Easement is that, in exchange for receiving this easement, the City will transfer ownership of our two, one acre parcels of land in Haskill Basin which are near, but not on the water intakes of Second and Third Creeks. Getting the actual physical location of the water intakes onto land owned or in an easement was also another goal of the easement negotiations. In exchange for our two, one acre parcels of land (see attachments to this memo), the City will gain the following:

- a perpetual easement on three, one acre parcels of lands on the actual physical location of the headgates and screens for the intakes at First, Second, and Third (three acres of land – see Exhibit B in the easement);
- a perpetual easement on a 40 foot swath of land along our entire system of waterlines in the Stoltze lands in Haskill Basin which equals 7.69 acres of land (see Exhibit A of the Water System and Road Access Easement);
- a perpetual easement on a 30 foot swath of land along the entire roads which Stoltze owns in the 3,020 acres of Haskill Basin land and that is subject to the future Conservation Easement and which equals 30.99 acres of land (see Exhibit A of the Water System and Road Access Easement);

Thus, for giving up fee simple title to two acres of land in Haskill Basin, we are obtaining perpetual easements on 41.68 acres of land in Haskill Basin. Moreover, we do not want ownership of two, “orphan” parcels of land within the 3,020 acres of the Conservation and transferring the title of our two acres of land to Stoltze consolidates all of the ownership of land within the 3,020 acres of land. Therefore, all lands in the 3,020 acres of land will have the same restrictions contained within the future Conservation Easement and MRMP.

There are no financial requirements of this transaction as the consideration of value for our two acres of land is offset by the 41.68 acres of land which will obtain an easement for in the Water System and Road Access Easement.

#### COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

- a) Email from Whitefish Sports Facility Foundation requesting Tax Increment Funding assistance for 50% of the Ice Den Management/Alarm System (p.168)

#### ADJOURNMENT

Sincerely,



Chuck Stearns, City Manager

## "Cheat Sheet" for Robert's Rules

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

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## *EXTRA MILE DAY PROCLAMATION*

*WHEREAS*, Whitefish, Montana is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

*WHEREAS*, Whitefish, Montana is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

*WHEREAS*, Whitefish, Montana is a community which choose to shine a light on and celebrate individual and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

*WHEREAS*, Whitefish, Montana acknowledges the mission of Extra Mile America to create 527 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2015; and

*WHEREAS*, Pat Jarvi:

- Served over 25 years as a librarian for all three schools in the Whitefish School District;
- Served on the Whitefish School District Board of Trustees for over 15 years;
- Served countless hours on school committees and in the Whitefish community, always working selflessly and tirelessly for many efforts, and always keeping kids’ best interests at heart before passing away on July 3, 2015;
- Was instrumental in rallying the Whitefish community to understand the importance of the need for a new Whitefish High School, and ultimately helping to pass, overwhelmingly, a local bond effort leading to the construction of the new Whitefish High School; and, perhaps most importantly

- Was beloved by many in town, is certainly missed by us all, and we will all continue to be inspired by Pat's example; and

*WHEREAS*, Jim and Lisa Stack:

- Have been recognized for their many volunteer efforts and philanthropic contributions to the Whitefish community over the years;
- Served for over 20 years on the Whitefish Lake and Lakeshore Committees, always prioritizing water quality and the protection of Whitefish Lake and local waterbodies;
- In December 2014, Whitefish Legacy Partners officially met its fundraising goal of \$2 million to secure a permanent conservation and recreation easement on 1,520 acres in the Beaver Lakes area. The Beaver Lakes Conservation and Recreation Easement secures permanent public access, restricts development, provides continued forest management, ensures a significant stream of revenue to Montana schools and universities, and provides the Whitefish Community a quality recreation amenity known as the Whitefish Trail; and
- In order to complete the fundraising effort for Beaver Lakes, Whitefish Legacy Partners received a large "mystery donation" from Jim and Lisa Stack. Their generous contribution of \$85,000 capped the fundraising effort in December 2014 for the Beaver Lakes initiative; and
- In Jim and Lisa's own words, they were proud to join the hundreds of visionaries and volunteers who worked so hard to create this legacy for future generations, and they were humbled by the opportunity to pay it forward and help push the project over the final hurdle.

*NOW, THEREFORE*, I, John Muhlfeld, Mayor of Whitefish, Montana do hereby proclaim November 1, 2015, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place; and

I proclaim the City of Whitefish's and the community's thanks to Pat Jarvi and Jim and Lisa Stack, for their efforts to go the "extra mile". It is truly appreciated.

*DECLARED this 19<sup>th</sup> day of October, 2015, by the Mayor of Whitefish.*

---

John M. Muhlfeld, Mayor

# Extra Mile America

*Empowering Positive Change...*

*One Extra Mile Attitude, Word and Action at a Time.*

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- [Extra Mile Day: November 1!](#)
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## What does it mean to "Go the extra mile"?

Going the extra mile is doing more than the normal...more than expected. It is how change is created in ourselves, our organizations and in our communities.

Going the extra mile is extending ourselves in our service, attitude and efforts. Going the extra mile is getting back up after we've been knocked down despite whatever has happened and saying, "I still choose the very best for myself!"

When we go the extra mile in life, possibility opens up. It always does. It is one of those great laws of success masked in a simple "cause and effect" principle...add value to receive value. When we go the extra mile...

**In our careers...** we launch forward. We experience our best jobs...and our best paychecks.

**In our relationships...** we find harmony. We experience our greatest friendships and love.

**In our communities...** we serve a greater number. We experience the greatest sense of selflessness.

**In ourselves...** we find happiness. We experience the greatest transformation.

**In our encouragement...** we find joy. We experience what it feels like to bring out the best in someone else.

Now is the time to take a personal look in the mirror and ask ourselves:

*“What can I do differently? What can I do to make a difference? What can I do to ‘go the extra mile’?”*

Contact Us: 310-402-4826

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Anderson

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## History of Extra Mile America

### 2013

**444 cities** representing all 50 states declare November 1, **Extra Mile Day**. ([Click for 2013 cities](#))

### 2012

**362 cities** representing all 50 states declare November 1, **Extra Mile Day**.

### 2011

**228 cities** representing all 50 states declare November 1, **Extra Mile Day**.

### 2010

1. **116 cities** and **9 states** declared November 1, **Extra Mile Day**.
2. **Shawn Anderson**, Founder, toured **50+ cities to speak** at service clubs, churches, schools, and nonprofit organizations.
3. **Philadelphia Mayor Michael A. Nutter** held an **Extra Mile Rally** honoring extra-mile Philadelphians and invited Shawn to speak.
4. A 501(c)3 nonprofit was formed, the Extra Mile America Foundation.

### 2009

1. As a symbol of “going the extra mile,” **Shawn Anderson pedaled 4,000 miles on an ocean-to-ocean bike tour**.

2. In pre-arranged interviews, Shawn **interviewed 200+extra-mile people** who were making a difference in their local communities.
3. At the end of the Tour, Shawn personally gave away **\$10,000**, \$1,000 each to the 10 most inspiring individuals he met.
4. **70+ television, radio, and newspaper interviews** were conducted in 90 days.
5. **Extra Mile Day** was started to encourage leaders across the U.S. to recognize and celebrate “extra mile” action in their communities. Mayors from San Francisco to Salt Lake City to Washington, D.C., to Boston joined in to support the “extra mile” message. In addition, **23 cities and 2 states declared November 1 as “Extra Mile Day”**... including Mayor James Baker of Wilmington, Delaware, who also extended Founder Shawn Anderson the “Key to the City.” Inaugural cities and states included: the states of Arizona and Hawaii; Casper, Wyoming; Chesapeake, Virginia; Cincinnati, Ohio; Columbus, Ohio; Dublin, Ohio; Fayetteville, Arkansas; Fort Wayne, Indiana; Honolulu, Hawaii; Houston, Texas; Jacksonville, Florida; Lewiston, Maine; Little Rock, Arkansas; Montgomery, Alabama; Nampa, Idaho; Paterson, New Jersey; Rockford, Illinois; Sacramento, California; San Jose, California; Seattle, Washington; Tucson, Arizona; Warwick, Rhode Island.

Contact Us: 310-402-4826

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**WHITEFISH CITY COUNCIL MINUTES**  
**OCTOBER 5, 2015**  
**SPECIAL SESSION, 6:40 PM**

**1. Call to Order**

Mayor Muhlfeld called the meeting to order. Councilors present were Fitzgerald, Frandsen, Hildner, Feury and Sweeney. City Staff present were City Manager Stearns and City Clerk Lorang.

**2. Interviews**

Mayor Muhlfeld and the Council interviewed applicants Ben Davis, applying to fill a vacancy on the Whitefish Housing Authority Board, and Mitchell Drachman, applying to fill vacancies on the Whitefish Housing Authority Board and/or the Library Board.

**3. Public Comment**

Anne Moran Shaw, Chair of the Library Board of Trustees, said they thought they had more interest from others to fill the vacancy on their Board, but just the one letter of interest was received.

**4. Appointments**

**Mayor Muhlfeld appointed Ben Davis to fill the vacancy on the Whitefish Housing Authority Board for the remainder of a term expiring December 31, 2019.**

**Mayor Muhlfeld appointed Mitchell Drachman to fill the vacancy on the Whitefish Community Library Board of Trustees for the remainder of a term expiring June 30, 2017. Councilor Sweeney made a motion, second by Councilor Fitzgerald, to ratify the appointment. The motion passed unanimously.**

**5. Adjournment**

Mayor Muhlfeld adjourned the Special Session at 7:05 p.m.

---

Mayor John M. Muhlfeld

Attest:

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Necile Lorang, City Clerk

**WHITEFISH CITY COUNCIL**  
**OCTOBER 5, 2015**  
**7:10 P.M.**

**1) CALL TO ORDER**

Mayor Muhlfeld called the meeting to order. Councilors present were Hildner, Feury, Barberis, Frandsen, Sweeney, and Fitzgerald. City Staff present were City Manager Stearns, City Clerk Lorang, City Attorney Jacobs, Finance Director Smith, Planning and Building Director Taylor, Public Works Director Workman, Parks and Recreation Director Butts, Police Chief Dial, Fire Chief Page, Senior Planner Compton-Ring and Planner Minnich. Approximately 30 people were in the audience.

**2) PLEDGE OF ALLEGIANCE**

Mayor Muhlfeld asked Mitchell Drachman to lead the audience in the Pledge of Allegiance.

**3) PRESENTATIONS**

**a) City Hall/Parking Structure – Design Update – Ben Tintinger, Mosaic Architecture**

Architect Ben Tintinger reported demolition started today at the Coldwell Banker Building. Also today he met with the Building Committee (Committee) with continuing discussions on interior details. The firm worked with the Committee on exterior design revisions all the way through to final building shell bid documents which have been released and slated to bid October 15<sup>th</sup>; based on feedback from some contractors that might be extended a few days. The interior bid package is slated to be out at the end of the month. To date bids are in on abatement, demolition, excavation and soil improvement system. Excavation bids came in last week and a couple issues came up with managing infrastructure so they are working on solutions with City Public Works. Another meeting with the Architectural Review Committee is scheduled for Tuesday (tomorrow) and are expecting to receive their final comments regarding the latest revisions of the Committee. By the end of the month the firm should have a compilation of all the bids so that final costs should be ready for the Council's November 2<sup>nd</sup> meeting.

Ben presented the current street elevations, described landscaped areas facing E. 2<sup>nd</sup> Street, Baker Avenue and a bulb-out at the corner of Baker Avenue and E. 1<sup>st</sup> Street. A brick façade building (intent of the brick color is to be in line with historical Whitefish brick buildings) with architectural features, aluminum storefront windows, underlit steel canopies all around (a bid alternate), with a special lighting detail at the front entry. The alley side of City Hall is utilitarian, not a lot of windows. Windows on the first floor where there are offices, but the second floor is the back wall of the Council Chambers. The face brick is wrapped around at the southeast and northeast corners of the building. Along Baker Avenue going north, at street level are storefront windows with perforated metal (allowing airflow for parking structure) and discussions have been that it could be an opportunity for historic screen-print, and storefront windows at the northwest corner for the lease-retail space. On the second floor of the parking structure, the arched windows are glass, the remaining windows are framed and open. The alley side of the parking structure is painted concrete block (will be painted to match the brick) with open windows. Two elevators in the parking structure at the northeast corner and the southwest corner which services a shared stairway for the parking structure and city hall. (The southwest elevator is a bid alternate).

The first floor of City Hall includes a lobby with an elevator that serves all floors, Administrative Customer Services, Parks and Recreation, Public Works and Building and Planning/Zoning Departments, and conference rooms. Second level has the Council Chambers with a separate smaller meeting room and work area, Administrative and Legal Department offices and conference rooms. Currently the third floor houses the mechanical floor and the Council Chamber skylights; and the infrastructure to accommodate a future third floor. He estimated the 3<sup>rd</sup> floor space would be about 5,000 square feet.

The 3,600 square-foot basement provides about 1,800 square-feet of storage. The parking structure ramps up three floors and provides 212 spaces; Ben said he is getting back with Kimley-Horn on a couple issues and may be able to increase to a couple more spaces. The space for a retail lease is almost 3,000 square feet and could accommodate one or two tenants. Councilor Sweeney had some questions on available storage space in the basement and Ben discussed the floor plan in more detail. Mayor Muhlfeld asked for the list of the bid alternates; Ben didn't have those in tonight's material but from memory listed finishing the basement, the southwest elevator of the parking structure, the canopies, finishing of the public restroom at the northeast corner of the parking structure, Council Chamber skylights, painting of the garage – both the east wall and the interior ceilings. Ben clarified that some items are listed as alternates to determine their individual costs, not necessarily to be taken away, but available for discussion if there are cost issues. City Manager Stearns said the Council had given lots of authority to the Building Committee and the purpose of this presentation is so the Council can see the progress so far. If this design brings up red flags, there is a short window for Council to bring up any of those issues. Ben said he will be scheduling some meetings next week with staff to discuss interior office details, so if there are comments about exterior or interior, he will be around part of next week.

**b) City Hall/Parking Structure – Project Update – Mike Cronquist, Owner's Representative (p. 30)**

Mike Cronquist said in follow-up to Ben's report; asbestos cleanup is complete in the Coldwell Banker building and the fire hall and demolition started at the north end of the complex today. Construction has occupied and secured the site and disconnected and secured utilities. Remaining abatement should be complete by October 23<sup>rd</sup>. An updated project schedule should be coming soon from Martel, demolition is expected to continue through the next 6 weeks and completed in mid-November, followed by the beginning of site preparation (excavation, back-fill and rammed aggregate piers (RAP). RAP scheduled for first of December, foundation scheduled for late December. Mike discussed the infrastructure issues that will require special attention, and said prior to demolition of the fire hall and city hall, Martel Construction continues to work with those who purchased the larger items at the auction that had to remain in place until this time. Mike said he still plans to have verbal updates the first Council meeting of each month and a written report for the second meeting each month, unless more activities require his attendance at more meetings. He did issue a press release to The Pilot, and will release them regularly when there is new activity to report. He acknowledged that they have been working closely with the City's Public Works Department and said they have been great to work with. He knew some public were interested in retrieving old bricks from city hall and said the current plan is to gather some up and place them in an adjacent parking lot for those who would like to come pick them up. Otherwise, unless sold at the auction, it is the property of Elder Demolition and further retrieval of items will be prohibitive so as not to delay progress moving forward. He said the entire construction site is fenced, so any visitors to the site need to park offsite, and

please do not enter the site without first checking in with Martel Construction at their trailer that is parked inside the fence on the closed section of East 1<sup>st</sup> Street.

(CD 29:00)

- 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)

Paul McKenzie, Lands Resource Manager for FH Stoltz Land and Lumber Co. His comments pertain to the proposed resolution under Agenda #11b, that asks Flathead County to impose a 200-foot streamside setback for lands located upstream of the municipal water supply intake on Second Creek in Haskill Basin. He said there are roughly 3 miles of 2<sup>nd</sup> Creek and its tributaries that lie within Stoltz lands above the intake, so a 200-foot setback would equate to about 145 acres of their land that would be impacted by this buffer. Everyone is aware that the City, Stoltz, and the Department of Fish, Wildlife and Parks are working hard putting together a land management program for long-term security for Stoltz land in Haskill Basin, and protecting the City's water source in perpetuity; and Stoltz also worked with the City during the Critical Areas Ordinance (CAO) process. Stoltz takes their job of land stewardship in Haskill Basin very seriously and has done so for the last one hundred years. Although the outcome of the CAO was not perfect for them, they did feel that common ground had been met so they could continue to manage their forestlands in a manner that their land use was not a negative impact on the City's water quality. The draft conservation easement, the preparation of which is currently underway, takes a similar approach; that proper management of their land can insure long term forest health and vegetation which will likewise insure long term water quality for the City. The City's request to the County Commissioners pulls that 200-ft setback out separately; and without the accompanying provisions of the CAO takes away the process, the flexibility, the site-specific analysis and the specific exemption that allowed for their forest management to take place in those buffers. While they are unsure of how the County's regulations impact that 200 feet and their forest management; they have concern how this regulation could be interpreted in the future that would change it for them. It is important to them to be able to manage their lands, and they are not sure this provision insures the water quality the way Whitefish is hoping it will. They hope that all parties will work together to seek those goals.

County Commissioner Phil Mitchell, said he has been a resident in Whitefish for 42 years, and is a former City Councilor. He distributed a handout, a copy of the Flathead County Development Code – Chapter 4- Subdivision Regulations (5 pages), to the Council, which has been appended to the packet. His comments also pertain to the proposed resolution under Agenda #11b. Section 4.7.11 of the County Regulations is Stream Riparian Protection Requirements. He and Mayor Muhlfeld finally got a chance to discuss this issue, and he said with his comments tonight he is not representing the other Commissioners, just giving his thoughts as a County Commissioner. He said the proposed resolution does pertain to lands where the City does not have jurisdiction because it is in the donut; and to that issue he said, as a City Councilor, he was never personally in favor of having that jurisdiction go to the County. His purpose of meeting with Mayor Muhlfeld and for coming to the Council tonight is to see if the City and County can possibly work together to resolve some issues. Commissioner Mitchell said he likes the way the County Regulations addresses Stream Riparian Protection and does not agree with a blanket 200-ft setback. After talking with Mayor Muhlfeld, he asked if the Mayor would come down and talk to all three of the Commissioners and explain more in detail the work that Whitefish has done on this issue. Commissioner Mitchell agrees that water quality is very important; and hopes that

common ground can be found to accomplish that goal. He asked the Mayor and Council to review the County Regulations.

On other issues; he was glad to hear the City had selected Martel Construction for the City Hall and Parking Structure; he said the County has worked with Martel Construction and they are great do work with. However, he said, he was not is support of the City Hall and Parking Structure as proposed. He had an update on the Aluminum Plant; removal of buildings and cleanup is nearly finished and the goal is to not have this be a superfund site – but to get it cleaned up just one step below that. He thought it was going really well and said there is an open house at the Columbia Falls High School this Thursday evening from 5:30 to 8:30 if anyone is interested in learning more about that project. He complimented the new construction of Hwy 93 West, it was a huge project, a long two years, but it turned out great. Residents out there are pleased – it is finally safe to ride a bike into town. He thanked the City of Whitefish for whatever part they had in the project.

Mayre Flowers, Citizens for a Better Flathead (CBF), 35 4<sup>th</sup> Street West in Kalispell, also distributed printed material to the Council which has been appended to the packet. She said she appreciated Commissioner Mitchell’s comments and pointed out that the Stream Riparian Protection Requirements he handed out were from the Subdivision Regulations, and did not apply to issues under zoning. She said earlier today she had sent an email to the Mayor and Council containing the adopted staff reports and recommendations and maps from the County Planning Board regarding County Zoning adjacent to City boundaries. Their public hearings are likely scheduled for December 17<sup>th</sup> starting at 10:30 am, the public notice of it will be November 19<sup>th</sup>. Two hearings; one on the text amendment and one on the zoning; CBF will be requesting an extended and enough time for all the public comment; written public comment should be submitted as soon as possible.

The printed material she had given the Council tonight were comments subsequent to attending the City Planning Board’s workshop on September 17<sup>th</sup>, a workshop regarding the Westside Corridor Zoning. She said another workshop is scheduled for October 15<sup>th</sup> and CBF requests it be postponed until there is time to consider this issues in her handout, which are:

1. Adequate and legal notice
2. Clarification and resolution of non-public record ex parte communications
3. Clarification, disclosure, and resolution of potential conflicts of interest
4. Identification of the scope of changes that the planning board has been asked by this council to consider in proposing zoning for this area
5. Direction on steps needed to avoid the potential of “spot zoning” to meet the interests of a single or small group of individuals in this area over the interest of the city as a whole in this zoning process
6. Given that the Idaho Timber Property has been recently placed on the market for sale, it may be timely for the council to reconsider the importance of this plan area for meeting affordable housing needs that have been the focus of a recent conference and media
7. Schedule works sessions with significant important issues at a convenient time for the public
8. Requested Council reconsider the overall policies of the Planning Office, the City Manager, and the Council of providing adequate and consistent notice for hearings that rise to the level of excellence and fairness that the public expects of the city

She said CBF would like a public workshop to discuss these items, issues and concerns in more detail.

Dan Graves, CEO, Whitefish Mountain Resort, said he is a board member of the Chamber of Commerce and is here as their representative tonight. He said thank you for the beautiful paving job on Wisconsin Avenue and thank you for the improvement project on Hwy 93 West, "you did yourself proud."

Mayor Muhlfeld said after he talked to Commissioner Mitchell the day before, and hearing more public comment on the issue tonight, that he would be encouraging the Council to table any action tonight on Agenda Item 11b; a Resolution supporting his September 19, 2015 letter to the Flathead County Commissioners regarding streamside setbacks along Second Creek in Haskill Basin; because he agreed with Commissioner Mitchell to meet with the other County Commissioners and see if they can work together towards a solution. Therefore, he said if any of those making public comment on that issue, or were considering staying around for that action that falls late on tonight's agenda; that was his intention so, unless they wanted to stay around for any other part of the meeting they should feel free to go.

## **5) COMMUNICATIONS FROM VOLUNTEER BOARDS**

Rebecca Norton, 530 Scott Avenue, reported to the Council as a member of the Government Study Commission (Commission), distributed a handout from the Commission which has been appended to the packet. The handout explains the proposal from the Commission to add an Ombudsperson to City Staff, which she said she is in favor of. She said that position would be the one citizens could go to with questions about city processes and procedures; and she thought the City could afford a half-time position. Their decision was based on information they gathered through their public meetings; she said many people do not feel comfortable contacting individual Council members or navigating through City Departments for their own issues. She said it is getting busier in town and she thinks people are getting less inclined to get involved. She encourage voters to approve this position, it is a new thing but she thinks it would be helpful as the City grows.

Ken Williams, 325 Glenwood Road, said he served as Chair of the Commission; and he read from the memo that was just distributed. In summary, he said over the last year the Commission met twice a month, conducted a community survey and held several public hearings; and he thanked all those who gave them public comments. The Commission decided to place two issues on the ballot; the first updates the Charter, addressing housekeeping issues allowing the City to be current with demand. The second is to vote, or not, to have an Ombudsperson; a common position in other regions found in public, business, educational and military institutions, including the State of Montana. The Commission feels this person will work as the citizen's advocate to clarify process and deal with complaints and inquiries. The position would be answerable to the City Council and empowered to conduct independent findings, work to resolve issues of government, misinformation, ethics, complaint, and foster public goodwill. It is the hope of the Commission that this position could help prevent the City being involved with litigation and those costs. If the issue should pass, it would be the City Council's role to define this position and retain a person; the initial position and cost would be based on demand. The Commission's goal is to provide better governance, foster goodwill and a cost-effective way to govern. He said their ballot measure in no way to be construed as critical; but growth demands continue to be placed on city government and its means. The Commission is submitting these issues for a vote, intended to promote better, more effective government. He thanked the Council for their time.

Councilor Hildner said he attended this morning's monthly Pedestrian and Bicycle Path Advisory Committee meeting and the main thing to report was that delivery of the Skye Park Bridge is expected soon; it should be set on October 19<sup>th</sup> and completed by the year end.

Councilor Frandsen, as Council's representative on the Montana West Economic Development Board, and as an interested Councilor, said she attended last week's summit that was sponsored by the Whitefish Chamber of Commerce on Workforce/Affordable Housing. A task force will be organized to move forward to research issues on both affordable housing and workforce housing and progress reports should be coming to Council in the near future.

- 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 September 8, 2015 City Council regular session (p. 33)**
  - b) **Minutes from the September 21, 2015 City Council regular session (p. 40)**
  - c) **Resolution No. 15-43; A Resolution specifying water and wastewater services inflationary rate increases beginning October 1, 2015 (p. 47)**
  - d) **Ordinance No. 15-16; An Ordinance amending Title 14, Flood Control, of the Whitefish City Code (2nd Reading) (p. 51)**
  - e) **Ordinance No. 15-17; An Ordinance adopting new Flood Insurance Rate Maps for the City of Whitefish (2nd Reading) (p. 118)**
  - f) **Consideration of an application from High Point on 2<sup>nd</sup> LLC, for approval of the final plat for the High Point on 2<sup>nd</sup> Street subdivision (p. 129)**
  - g) **Resolution No. 15-44; A Resolution extending the corporate limits of the City of Whitefish, to annex within the boundaries of the City a portion of a certain tract of land known as 2422 and 2424 Carver Bay Road, for which the owner has petitioned for and consented to annexation (p. 238)**

Councilor Hildner made a motion, second by Councilor Frandsen, to approve the Consent Agenda as presented. The motion passed unanimously.

#### RESOLUTION NO. 15-44

**A Resolution extending the corporate limits of the City of Whitefish, Montana, to annex within the boundaries of the City certain tracts of land known as 2422 and 2424 Carver Bay Road, for which the owners have petitioned for and consented to annexation.**

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

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

WHEREAS, it is the considered and reasoned judgment of the City Council of the City of Whitefish that the City is able to provide municipal services to the area proposed for annexation.

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

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

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

LOTS NINE (9) AND TEN (10) OF WHITEFISH LAKE SUMMER HOMES, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

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

Section 3: The City Clerk is hereby instructed to certify a copy of this Resolution so entered upon the October 5, 2015 Minutes of the City Council. Further that this document shall be filed with the office of the Clerk and Recorder of Flathead County. Pursuant to §7-2-4607, MCA, this annexation shall be deemed complete effective from and after the date of the filing of said document with the Flathead County Clerk and Recorder.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS 5TH DAY OF OCTOBER, 2015.

S/S John M Muhlfeld Mayor

ATTEST:

S/S Necile Lorang, City Clerk

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 a request from the Iron Horse Homeowners Association for a modification to their subdivision to permit a reconfiguration of their guardhouse on the side of Iron Horse Drive to a welcome center in a median in the center of the road – Staff Report WPP 97-01A. (p. 251) (CD 1:05:05)**

Senior Planner Compton-Ring gave the staff report saying the Council did see this project earlier this spring and it was scheduled to be heard again at the May 4<sup>th</sup> meeting but the applicants had requested a continuation to this meeting on October 5<sup>th</sup>. The Iron Horse Homeowners' Association is proposing to remove the existing guard house and replace it with a single story welcome center in a landscape median in the center of Iron Horse Drive; see the drawings on pages 276 and 277 in the packet. The new design eliminates two roads coming into Iron Horse Drive and replaced by one intersection and provides four parking spaces within the landscape median and consolidates the golf cart crossings. All of the improvements are within the Iron Horse Drive right-of-way, a private road inside the subdivision that is open to the public. The packet includes updated

information from their traffic engineer and an email from the Whitefish Fire Department allowing the minimum road width of 14' for one-way traffic, and includes grade and fire hydrant requirements (packet page 275). The packet includes updated information from the Homeowners' Association and a letter and revised design with updated drawings. The Council considered this application in February and tabled action requesting the applicant give reconsideration to the intent of the project, safety issues, staffing of the information center, and concerns with bicyclists riding shoulder to shoulder. This new design provides for parking near the building so that if motorists wish to stop for information they park beside the building and can walk inside without having to traverse any traffic lanes. Their traffic engineer reports the new proposal provides the reduced travel-lane width with neck down/curb bulbs, narrowed travel lanes, mid-block median, chicanes and larger landscaped median as traffic calming measures. As it exists, there is a stretch of straight line of vision which can cause drivers to increase their speed, and the new design requires a driver to reduce speed in order to make a slight turn while driving. The Council also had concerns about the design of the building that included a window facing uphill traffic that might have given the impression that a motorist should stop at it before proceeding forward. The new design (see page 277) took away the window and added a front porch under an overhang, to give the impression that traffic does not have to stop.

Planner Compton-Ring concluded the staff report saying that staff is supportive of the safety measures to calm traffic, but continues to be concerned with the security building being located to the center of the road; it gives the appearance that the roads and subdivision are not open to the public and therefore does not support it. The Council approved Resolution 14-48 on October 6, 2014 (packet pages 265-267) establishing a policy on gated communities within the City limits. The policy states: "No subdivision or other residential neighborhood shall gate its streets off from public access. No features, temporary or otherwise shall give the impression to the public of a gated neighborhood." Staff is concerned the building in the center of the road 'gives the impression' of a gated neighborhood. She noted that several letters in support of the project have been received and are included in the packet, and more letters of support were received after the packet was printed that have been distributed to the Council this evening. (Those letters received after the packet was printed have been appended to the packet.)

Mayor Muhlfeld opened the public hearing.

Andy Moshier, 132 Woodland Star Circle, is the president of the Homeowners' Association (HOA). He said after the meeting in February they made the decision to delve into issues further and hire all the professionals needed to look into the issues and come up with solutions for those concerns. Items addressed were the safety concerns of the HOA, have a design that meets the City's Subdivision Regulations – in particular the one that would have any feature temporary or otherwise that gives the impressions of a gated neighborhood, and to make sure the design meets the Condition of Approval #20 of the original plat in 1997 that stated the roads will be private, and will be open to public use. "Public use means that the general public will have the same rights of usage as owners and residents of the project". They have asked for a design of a building that does not look like a deterrent to the public in any way, shape or form; and he asked their architect, Scott Elden to come forward and speak to that design.

Scott Elden from Montana Creative, 158 Railway Street, said the new design proposed tonight improves on the February design with traffic calming measures including the (1) Intersection is realigned and consolidated, (2) Center Island Narrowing – single lane and one way, (3) Bulb out-spillway at cart path, (4) intersection neck down, and (5) Chicane in both lanes. Scott said the chicane addresses the HOA's concern of speeding downhill traffic. The new design with the chicane

will force downhill traffic to reduce their speed to navigate a slight turn to the right; and the congestion of multiple intersections has been eliminated down to one. He said during the consideration of their redesign they looked at the first entryway into the subdivision at the south end of Murdock Lane, starting with a split-traffic entry there exist several features already that kept traffic slower until reaching a stretch of wider road where traffic tended to increase speed going both uphill and down. To address that situation, they re-used the idea of the entryway that split uphill and downhill traffic with another island. Their solution uses all their existing right-of-way, removing and replacing the existing building to the middle of a larger median that narrows the roadway and provides for a traffic pattern that is not a straight-away. They had to consult with the Fire Department for the minimum width requirement. The redesign of the building removes the window facing traffic and adds a front porch with landscaping in front of it; if a motorist wants to stop for information they have to actually pull off the road and park their car and walk into the building. Montana Creative feels the redesign fulfills the HOA's request to mitigate downhill speeding traffic with the chicane, the bulb outs and unified intersection and at the same time meets the spirit of the ordinance to not have a feature that implies the appearance of a gated community. They also created parking for both uphill and downhill traffic that would like to stop to make inquiries, and will not have to cross any traffic lanes to do so. They feel their proposal is the best way to meet all concerns and conditions. Their proposal also allows the use of existing infrastructure and conserves a considerable amount of existing trees. He said the drawing on page 276 shows existing multiple intersections of streets and cart paths (blue lines), that have been eliminated by the unified intersection (dark black lines).

Council had some questions how safety issues were addressed and the purpose/need of a welcome center. Scott said reduction of multiple intersections lessens confusions and traffic crossing over each other; now the one intersection and other measures mentioned above are all above the building, at the top of the hill where traffic tended to increase speed going downhill. The cart path will be signed and there will be one-way traffic signs. The building that exists houses a staff person providing several services that the homeowners have become accustomed to; it also is helpful during summertime special events so those attending can get correct directions to the events. The new building is designed to be even more inviting to those people who wish to stop and make inquiries. New signage will be installed per City requirements along the roadway and there will be a 'welcome station sign' placed on the building for uphill traffic to see, the exact wording and placement of that sign can come back for the City's review to make sure it meets requirements.

Rebecca Norton, 530 Scott Avenue, said after the last public hearing she revisited the subdivision. She said it already has a decorative gate that could be closed that is below the subject area being discussed tonight. She said she is not in favor of setting a precedent against the current policy prohibiting gated subdivisions or communities in our town. She visited the bike shop; and then talked to some residents in Iron Horse that were not aware a bicyclist was killed on Big Mountain Road in a collision with a vehicle. She is unaware of the liability issues regarding people up and down hills, but thinks Iron Horse should look into that. She doesn't think anything will change – she said those who like to do it for a good workout will continue to do so. She spoke against the request. She said it is called a welcome center, but it is the only place in town that records license numbers of passing traffic. She spoke again to the guard that she had talked with earlier, who spoke honestly with her, she thought, when she was doing the research for the item to be presented to the Planning Board; and he said he almost got fired for speaking to her before. That gave her pause again to consider state laws about street intimidation and other things. She said her opinion is this would set a precedent that this community should not go to. She said she might be the only person to speak out in opposition but she wanted the Council to know that she takes it seriously.

Dan Graves, CEO, Whitefish Mountain Resort, said it should be noted and this neighborhood be acknowledged for all the good will it does for the community. For the public who uses the roads, they are beautifully kept, sealed, nicely landscaped, and a safe place to go. The property taxes out of that development benefits this community and so many things the public utilizes. Also recognize the charitable giving to public facilities – The WAVE, the middle school and the high school, and the list goes on, he said. He thought it was inappropriate to say this welcome center is not welcoming to the community, and he spoke in favor of its approval.

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

Council discussion; and Andy Moshier approached the bench to answer. He said the intent is not to stop traffic; they want traffic to keep going but at a safe speed. They have designed it in such a way to give the feeling the traffic is welcome, to keep traffic going, but safely. No speed studies have been conducted, the speed limited is signed 25 mph. The whole new design of the wider median in the middle has been with the intent to add features to slow traffic down, and the building's presence, which has its purposes for services, has been minimalized with the new design and landscaping.

**Councilor Frandsen made a motion, second by Councilor Sweeney, to approve the request from the Iron Horse HOA for a modification to their subdivision to permit a reconfiguration of their guardhouse on the side of Iron Horse Drive to a Welcome Center in a median in the center of the road; removing Finding 6 of the January 8, 2014 Staff Report (packet page 282) which she feels is subjective based on current public input and might be more based in the past and not the present. And to add a condition to require additional signage saying the road is open to the public and additional signage for safety reasons on the north end as traffic comes downhill, preparing drivers for the pedestrian crossing ahead.**

Councilor Frandsen spoke to her motion and Council discussion followed. Manager Stearns brought the Council's attention to suggested added conditions (packet pages 282-283) from the Planning Department if the Council was moving forward with approval; and they are:

1. The applicant shall obtain Architectural Review approval prior to obtaining a building permit. (§ 11-3-3)
2. Prior to the start of any road work, the applicant shall submit engineering plans to the Public Works Department for review and approval. (Whitefish Engineering Standards, 2009)

**Councilor Frandsen said her motion should include the two conditions as stated above and Councilor Sweeney, the second of the motion, agreed.**

Mayor Muhlfeld said he had contacted City Attorney Jacobs earlier today, not knowing what action would be taken by the Council tonight, but just to get clarification from her regarding issues around the Findings.

Attorney Jacobs advised that the motion on the table covers the issues, it is important that the Findings of Fact reflect that the modifications, as now proposed by Iron Horse, do not give the appearance or impression of a gated neighborhood in violation of City Policy as stated in Resolution 14-48. She advised Council could track the language of their own resolution in addition to

Councilor Frandsen's motion that included the additional two conditions as recommended in the Staff Report.

Mayor Muhlfeld asked if any of the Council would like to so amend the motion on the floor to include "the modifications, as now proposed by Iron Horse, do not give the appearance or impression of a gated neighborhood in violation of City Policy"

**Councilor Frandsen said she would move that amendment, second by Councilor Sweeney.**

**The amendment passed unanimously.**

Mayor Muhlfeld asked if there was any more discussion before voting on the original motion for approval, as amended, including the Findings of Fact and Staff Report.

Council discussion.

**Councilor Feury amended the motion, second by Councilor Sweeney, to amend Condition #1 and transmit to the Architectural Review Committee, that visual screening on the downhill side of the building will be adequate to minimize the view of the building to approaching traffic. The amendment passed unanimously.**

More Council discussion.

**The vote on the original motion, as amended, was a tie vote. Councilors Frandsen, Sweeney and Feury voted in favor of the motion; Councilors Barberis, Fitzgerald and Hildner voted against the motion. Mayor Muhlfeld voted in favor of the motion and the motion, as amended, was approved on a four (4) to three (3) vote.**

Mayor Muhlfeld called for a break; the Council reconvened at 9:10 p.m.

- b) Consideration of an application from Peggy & Josh Hertlein for a Conditional Use Permit to construct an Accessory Apartment at 265 Texas Avenue – WCUP 15-12 (p. 347) (CD 1:45:05)**

Planner Minnich summarized the staff report for a proposal for new construction of an accessory apartment over a new two-car garage, adjacent to an existing single-family residence. The proposed construction complies with setback and lot coverage requirements. The property is zoned WLR, One-Family Limited Residential, and the Growth Policy designation for this area is 'Urban', which corresponds to the WLR; so it is in compliance with the Growth Policy, the Zoning Regulations, and complied with the required criteria review. As Staff found the application in compliance with regulations, the recommendation is for approval subject to eight (8) Conditions of Approval. The Planning Board met on September 17, 2015 to consider the request and following the public hearing voted unanimously for approval as recommended by staff. Council had two follow-up questions for Planner Minnich.

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

**Councilor Feury made a motion, second by Councilor Fitzgerald, to approve WCUP**

**15-12 with the Findings of Fact in the staff report and the eight conditions of approval, as recommended by the Whitefish Planning Board. The motion passed unanimously.**

**c) Consideration of an application from Jason Pohlman of Mindful Designs for a Conditional Use Permit to construct a mixed use triplex at 50 West 2<sup>nd</sup> Street – WCUP 15-13 (p. 373) (CD 1:49:05)**

Planner Compton-Ring reported this request is to develop multiple primary uses on one lot. Currently a professional office, with parking, is established on the south portion of the lot, which will remain; and the new development is to construct a residential triplex on the north portion of the lot. Whitefish Zoning Regulations permit only one primary use per lot unless a Conditional Use Permit (CUP) is obtained. The property is zoned WR-3, Low Density Multi-family Residential District, and is along Hwy 93 W where professional offices are allowed with a CUP, which was obtained for this property in 1995. The design includes access on an existing driveway, provides adequate parking and a walking trail from the triplex to the Whitefish River. Staff reviewed the application based on the criteria required for consideration of a CUP and found it to be in compliance with the Growth Policy and Zoning Regulations because the applicant has received approval for a variance to the side yard setbacks from the Board of Adjustment in August of 2015. The existing building is not in compliance with setback requirements but as this development does not include any change to the existing building footprint, no requirements are applied. There are plans to improve the exterior façade and do some interior remodeling on the existing building. Any façade update must first be approved by the Architectural Review Committee prior to the building permit. As this property is located on Whitefish River the project must comply with Water Quality Protection regulations, and it is part of the Conditions of Approval. Any development within the floodplain is subject to the City's floodplain regulations and a permit is required, and that is included in the Conditions of Approval. Other Conditions of Approval include, but are not limited to, Architectural Review Committee approval, an engineered drainage plan and a landscaping plan. The Planning Board met on September 17, 2015 to consider the request and following the public hearing voted unanimously for approval as recommended by staff, and the Planning Board added Condition No. 12.

Council had some questions clarifying the site plan, Planner Compton-Ring answered some and said the applicant may be able to give them additional information.

Mayor Muhlfeld opened the public hearing.

Jason Pohlman, Mindful Designs, 325 Moonridge Drive, addressed the driveway. During the reconstruction of Hwy 93 West, an extra-wide curb cut was made at the existing driveway that exceeded this property's boundary; but he has an agreement with the property owner to the west for a shared driveway easement up to the first tree shown on the site plan. Following the Planning Board Meeting they prepared the application for the 310 Permit which was submitted today; and they are preparing the other plans required by the Conditions of Approval. He said their plans are to improve the façade on the existing professional building and said the newly constructed triplex is an infill-residential complex that is within walking distance to town and access to the pedestrian/bike trails, and their added feature of the river access. Their plan for that trail to the river is to be a no maintenance-native grass area, more like a game trail down to the river; and that is all part of the 310 Permit and their landscaping/restoration plan. He said they are not in the floodplain. He said they have been proactively talking to their neighbors regarding their project plans. For clarification to Council, no storage building is designed north of the triplex, all storage is south of the triplex.

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

The Mayor and Council had discussion with the applicant and staff on the engineered drainage plan including factors for consideration of type of treatment mitigating runoff.

**Councilor Barberis made a motion, second by Councilor Sweeney, to approve the development of multiple primary uses on one lot, WCUP 15-13 along with the Findings of Fact in the staff report and the attached twelve (12) Conditions of Approval. The motion passed unanimously.**

**d) Consideration of an application from Lakeshore Group LLC for a Conditional Use Permit to construct six (6) condominiums in two (2) buildings at 1340 Wisconsin Avenue – WCUP 15-11 (p. 400) (CD 2:07:50)**

Planner Compton-Ring said the Planning Board first heard this application in August and the proposal was for nine condominiums. At that public hearing there was a lot of public input against the proposal with concerns about density, the impact on the lake, the units above the garages, the grade of the site, run-off and groundwater. The Planning Board continued that public hearing to their next meeting in September when the applicant came back with a revised proposal eliminating 3 units and reconfiguring the site plan; this is the proposal before the Council tonight. This proposal has 6 condos in one building, built 30' from the mean high water mark of Whitefish Lake and an accessory building to the east, built near the north boundary line of the lot, housing 6 indoor vehicle parking on the ground floor, with 2<sup>nd</sup> floor bonus spaces. The bonus spaces do not have kitchens, which is the element that defines whether it is a dwelling unit or not. Adequate parking is proposed; the access is off of Wisconsin Avenue and a driveway that has been designed to preserve many of the trees. The property is currently undeveloped, zoned WR-3 and the Growth Policy designates this property as "High Density Residential." The project complies with the Growth Policy and Zoning Regulations either by design or by meeting the Conditions of Approval. The development is setback to comply with the Lakeshore Protection Regulations, and a Condition will require a Water Quality Plan designed by a qualified professional to address stormwater management, impervious surface, grading, filling and vegetation within 75-feet of the Ordinary Mean High Water Mark. The property has an existing dock, as permitted by a lakeshore construction variance; any future development in the lakeshore area will require a new lakeshore permit and full compliance with the lakeshore regulations. The property is subject to Floodplain Regulations and compliance and permits are within the Conditions of Approval. The development is subject to Architectural Review Committee approval. Following their 2<sup>nd</sup> public hearing on this project, the Planning Board voted to approve the project subject to sixteen (16) Conditions of Approval as they amended, including their amendment to Condition No. 8 which now reads:

*8. Prior to the issuance of the building permit, a deed restriction shall be recorded stating the bonus spaces above the garage may not be separately rented and no kitchens, kitchenettes, or bathroom beyond a ½ bath shall be installed.*

*Other amendments made by the Planning Board were in Condition #3 "an approved stormwater culvert where the driveway pad at Wisconsin Avenue is located. Condition #4, added "prior to any ground disturbing activities". Condition #5, adding "property installed" to control of erosions and siltation. And in Condition #11 added "area for recycling bins for cardboard, paper and plastic".*

Council discussed the language added to Condition #11.

Mayor Muhlfeld opened the public hearing.

Aaron Wallace, 311 Blanchard Hollow, and is the Principal Architect at Montana Creative, spoke representing the applicant. He said he would explain their solutions to issues that arose during the process. The site is now vacant, the home that was on the land has been removed. There is a great stand of large, native trees; and their design preserves many of those while utilizing the open space. In the spring before the frost leaves some water is retained in the southeast corner; there is no evidence of surface water that flows to the lake. A geotechnical report was done for the site and they have designed their buildings accordingly with proper soil preparation. At the lakeshore they will be allowed to minimally clean up the treed area (removal of dead branches, etc.), but no large improvements are planned at the lakeshore, keeping it as natural as possible. An engineered stormwater system, designed by TD & H, will manage stormwater according to Whitefish Regulations. WR-3 Zoning allows up to 11 units on this property and they are only requesting 6. The two properties to the north have the same zoning, but the properties to the south are zoned for single family dwellings. He spoke to the bonus space explaining it was a space for flexible use and it is helpful to be allowed to install ½ baths. They'd like to request permission to install a full bath and a kitchen/kitchenette area – with a sink and refrigerator but no stove. Those items are all permitted in the zoning regulations so they feel they have been held to conditions more restrictive than regulations allow. The project will be overseen by a manager to insure those areas are not separately rented out, but they would like to have those added amenities. After meeting with the condo group to the south they moved the garage building and other parking areas to the north of the property which maintains the trees and a landscaped area along the south boundary; and the group had concerns about large south windows facing into their buildings so those windows were minimized. Those improvements were met favorably with that group and no other concerns have been heard from them. Councilor Hildner clarified that the project is now requesting additional plumbing in the bonus areas than what was discussed at the Planning Board; and Aaron said yes, just what the zoning allows.

Donna Emerson addressed the Council saying she is the President of the Wildwood Condo HOA, the condominium that is on the next property south of this one. She said the request for additional plumbing fixtures in the bonus areas was news and a surprise to her. When they talked to the developers earlier, kitchens were not part of the proposal; and that is one of the main concerns of her HOA. The HOA understood the original premise of the bonus areas but with kitchens added it then becomes a more livable space separate from the condos. She said upon inquiry again for more feedback from the members of their HOA; they were appreciative of the developers listening to their concerns and making adjustments to their plans that helped their concerns, but it was also there opinion that the property should just be developed with 4 units.

Koel Abell, 355 Lost Coon Trail, and is on the Lakeshore Committee, said he had some comments to the application. On packet page 449, #3 – it says there are two vacant lots to the north which isn't true. Both of those lots have homes on them and there are people living in them. He said he didn't think those lot owners were here tonight, but he has concerns about setting precedent. If more than 4 units as regulated by the zoning are allowed here tonight by a conditional use permit, opens the door for the owners of the next two lots that are zoned the same to come in with a similar request. On page 451, #6 regarding impact on adjacent properties; the response indicates the Wildwood Condos next door to the south have 16 units, then says on the other side is the Whitefish Lake Lodge, a large multi-use commercial hotel complex – so they conclude their project is not

changing or modifying the existing nature of the neighborhood. However – the applicant fails to mention that the nearest neighbors to the north are the two lots with single family homes on them. On down that same page under #8 – the application asks: How is the proposal compatible with the surrounding neighborhood and community in general in terms of structural bulk and massing, scale, context of existing neighborhood, density and community character. The applicant’s response states their project is similar to Wildwood to the South and much smaller to the Lodge to the North. Koel said his point is they keep calling out Wildwood in their application, those condos are named on several other pages of the application. Koel said Wildwood has been at the location for over 40 years, prior to when these four lots were zoned WR-3. He likened it to someone coming in for a lakeshore construction permit to build a boathouse, saying their neighbor has a boathouse – they want a boathouse. Koel said the City has put zoning in place and updated regulations over time to correct wrongs that had happened earlier. He said when this applicant compares his project to an older project next door – it isn’t apples to apples since the one next door was in place before the current zoning. In addition, in the site plans in the application, the applicant shows their project in comparison with the Wildwood Condominiums next door, but don’t show any comparisons with the single family homes on the two lots next door on the north. Koel questioned the 40% lot coverage requirement in the WR-3 Zone – is that impervious surface so that it includes paving – or what? Staff responded that it is only the building footprints. He also questioned if any of the project exceeds the 35-foot height limit. Koel called the Council’s attention to language on page 445 and the picture on 428. On page 445 the applicant calls the lakeshore in front of the project the “existing predominately gravel beach”, but as the picture on page 428 shows – there is no natural gravel on the lakeshore – it is mud. He said he grew up 50’ from this property – and the beach is mud, silt build up from Swift Creek. Lastly, Koel asked the public officials – what is the benefit the community will receive with this CUP – increased traffic on Wisconsin? Does it increase the amount of affordable housing in our community? Does a new large 6-plex increase the water quality in Monk’s Bay, a bay that is already over-trafficked and busy?

Rebecca Norton, 530 Scott Avenue, serves on the Planning Board and said she was one of the no-votes on this project, and that was mainly due to environmental issues. She spoke to both Mike Koopal and Charlotte Battin about their properties in this area and they have water backing up on their properties, so there is already drainage issues in the area. She is concerned about the amount of impervious surface with this project and not sure the trees will survive the impact. She also had concerns about the mushy beach area and how usable it would be for traffic from the condos to the dock; and she also had heard public comment that the dock had been illegally improved – without permits and she would like Staff to check those historic dock records for verification.

Marsha Sheffles, 450 Parkway Drive, said her concern is lake quality. Monk’s Bay is very shallow, and over the years there has been increased development and density. Her home is five lots south of this lot for proposed development, and encouraged the Council to only permit what the zoning allows, which is four units; and no addition of kitchenettes and bathrooms to bonus rooms because – for sure – that will become 10 units instead of 6. She said she spoke to the previous homeowner of that lot who said they consistently had mold problems while living there; so that means there is water there even though it has not been identified. She passed around a picture that she took last week of the lakeshore on the subject property (the picture has been appended to the Council packet). She said when she served on the Lakeshore Committee in the past years they would often consult the Lake Tahoe Model Regulations. She said it isn’t comparing apples and oranges, but she read from the 1989 Lake Plan. “The Lake Tahoe Study stated regional water quality and planning agencies increased their focus on human-induced erosion in Lake Tahoe as the crucial variable in the lake’s water quality trend.” And “Increasingly, Lake Tahoe was being viewed as a resource to be preserved, rather than exploited.” She said it is her feeling that this corner of their

bay is being exploited. Thirdly, from the study: “Monitoring made the impact of urbanization on water quality, in particular, very clear. Research showed that a direct positive relationship existed between increased urban land coverage and land disturbance and decreased water quality.” She said we must look to the future and consider this; density development in that bay is high and there isn’t much water in that bay right now and encouraged the Council to only allow the minimum density on the property.

Mayre Flowers, Citizen’s for a Better Flathead, 35 4<sup>th</sup> Street West in Kalispell, said the application had not been reviewed in depth but she had a few comments. She agrees with the previous comments in favor of only allowing what the zoning allows (4 units) and not permit increased density with the conditional use permit. She did not feel the Findings of Facts in the staff report provided adequate justification to allow the increased density. She did not agree that it was in compliance with the Growth Policy, and she called out a statement on page 30 in the Growth Policy: “It should be the policy of the City of Whitefish to make preservation, enhancement and management of environmental sensitive areas a priority in the development and implementation of regulations and programs, and in capital facility planning and budgeting.....It is a policy of the City that no development or construction along rivers, lakes, streams and adjacent banks shall be allowed to – among other things – create a visual impact discordant with the predominant natural scenic values.” She said there is more, but she said by saying this is appropriate by compliance with high density residential ignores important water quality and environmental consideration. She disagreed with the statement of compliance with Residential Density in the Staff Reports 2<sup>nd</sup> Finding, and again where density was address in Finding 7. She also had concerns about building height issues after fill. She felt the findings did not give the information needed for Council’s consideration of the application. Regarding the Planning Boards added language to Condition #11, metal should have been included. She suggested alternate language according to current City Collection Services.

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

Council followed with discussion among themselves and staff on issues regarding bonus space, accessory uses, total number of units being proposed, and the additional request to add kitchenettes and full bathrooms, what and if plumbing implies living space, condition of beach and lakeshore and existing dock, neighborhood density, building height, the site may not be suitable for this dense of development and the impact to the critical area might not be able to be mitigated, which is against Finding 3.

**Councilor Frandsen made a motion, second by Councilor Feury, to deny the request for a Conditional Use Permit to construct 6 condo units at 1340 Wisconsin Avenue. The motion passed unanimously.**

## **8) COMMUNICATIONS FROM FIRE CHIEF**

### **a) Consideration of approving a contract for self-contained breathing apparatus (SCBA) for the Fire Department (p. 474) (CD 3:02:06)**

Fire Chief Page’s report said the Fire Department opened bids on September 28<sup>th</sup>, and is recommending the City Council award the contract to Municipal Emergency Services, Inc. (MES) in the amount of \$233,455.00 for 32 SCBA units. The new equipment replaces 12 and 15 year old units that are at least two revisions out of specification and starting to reach their end of life cycle. Funding for this purchase is in the FY16 Budget at \$275,000, funded by a 5-year Intercap Loan.

In clarification of a question from Council, Chief Page said all new SCBA is built according to specifications that are standard for Fire Departments, so all will be able to refill equipment. Those in this area that have not yet acquired the updated equipment have plans to move forward as Whitefish is doing. Life Cycle is 10 to 12 years – 15 years is when they go out of use.

**Councilor Hildner made a motion, second by Councilor Feury, to approve the contract as described by Chief Page. The motion passed unanimously.**

**9) COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR**

- a) Resolution No. 15-45; A Resolution authorizing the City transfer of a 3.24 foot-wide strip of right-of-way located along the southern edge of Lots 1 and 2, a 36-square foot right of way on the southwest edge of Lot 1, and its interest in a roadway cul-de-sac easement located on the southeast corner of Lot 1 and southwest corner of Lot 2, Birch Point, in order to assist reconstruction and future work on the Birch Point Sewer Pump Station (p. 478) (CD 3:05:55)**

Public Works Director Workman said the Council saw this a couple meetings ago and had directed staff to proceed with the documents, starting with this resolution tonight. The resolution authorizes the execution of the agreement, easements and deeds with the Hags to accomplish a land transfer of equal square-feet (equal shares) of land, giving the City and contractors additional working and staging area at the site of the Skye Park Bridge and adjacent Birch Point Lift Station, and additional room for the City's Public Works Department for ongoing maintenance. Director Workman said the Public Works Department is requesting Council approve the attached resolution so the land transactions can move forward.

**Councilor Feury made a motion, second by Councilor Frandsen, to approve Resolution 15-45. The motion passed unanimously.**

**10) COMMUNICATIONS FROM CITY MANAGER (CD 3:08:22)**

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 494)**

Mayor Muhlfeld congratulated Fire Chief Page on his appointment to Fire Chief. Chief Page has served as Interim Fire Chief for the past year and Manager Stearns gave notice of the change in his Manager's Report. Mayor Muhlfeld welcomed him in his new status.

- b) Other items arising between September 30<sup>th</sup> and October 5<sup>th</sup> – None.**

- c) Consideration of approving Impact Fee annual report for FY 15 (p. 502)**

Finance Director Smith said this Annual Impact Fee Report is presented annually to the City Council as required by the City Code. The Impact Fee Advisory Committee has not reviewed this report; the Committee cannot meet for lack of a quorum. The vacancies on the Committee have been advertised, but no applications have been received to fill the vacancies. The report has two sections – the non-Enterprise Funds (Paved Trails, Park Maintenance Building, Emergency Services Center, City Hall and Stormwater), and the Enterprise Funds (Water and Wastewater). The Cash Balance (as of June 30, 2015) for the non-Enterprises Funds is \$400,304; and in the Enterprise Funds: Cash Balance for Water is \$768,640 and Wastewater is \$473,940. On both sections of the report the revenue trend is going up which is consistent with increased local construction activity. Besides new construction, Water and Wastewater Impact Fees are collected when customers add additional fixtures/connections to established accounts.

The report includes expenditures and the table included in the report is a record of expenditures from FY08-FY15. Impact fees may be spent for public improvements including, but not limited to, planning, land acquisition, right of way acquisition, site improvement, necessary off-site improvements, construction, engineering, architectural, permitting, financing, administrative expenses, applicable impact fees or mitigation costs, and any other expenses which can be capitalized. Impact fees cannot be used on operation or maintenance costs. She noted the Expenditure Table on page 504 shows expenditures in FY15 for Paved Trails, Park Maintenance Building, Emergency Services Center and City Hall. She said City Hall Impact Fees have been being collected over time preparing for the new city hall and parking structure and those were transferred at the end of FY15 to help the new construction start. She also called attention to the expenditure of Water Impact Fees (\$3,333); all of the previously collected Plant Investment Fees have been used so expenditures will start coming out of Impact Fees. The Wastewater Impact Fee Expenditure of \$295,715 was used to pay costs of the infrastructure on the Hwy 93 W improvement project. FY16 Budget includes expenditures from Paved Trails Impact Trees on the Path Stairways and Skye Park Bridge. Director Smith said she will answer any questions and asked the Council to review and accept the annual report on impact fees.

**Councilor Hildner made a motion, second by Councilor Fitzgerald, to accept the Annual Impact Fee Report for FY15. The motion passed unanimously.**

**11) COMMUNICATION FROM MAYOR AND CITY COUNCILORS (CD 3:14)**

- a) Consideration of a letter from Kevin Slaybaugh, President of the Glacier Twins Board of Directors requesting a waiver or reimbursement for the base charges for water, wastewater, and garbage fees during the winter (p. 507)**

Discussion. Parks and Recreation Director said their lease does run continually through the year, including the time they do not use the facility. Manager Stearns explained that a number of years ago the Council adopted the policy of a year-round base fee for utilities based on the need to support the infrastructure year-round. Prior to that change the Public Works Department saw numerous calls for turn-offs/turn-ons for utility services if customers were leaving for a time – sometimes even for two weeks. He said if Council started granting waivers, they will receive many more similar requests. In this case, the Glacier Twins Board of Directors receive the full proceeds of the cell-tower lease on that property, that the Council granted to them to help with their maintenance costs; which could be seen as monies for them to cover their utility costs. The Mayor said if there was no action tonight it could be acted on at another meeting.

- b) Resolution No. \_\_\_; A Resolution supporting Mayor Muhlfeld's September 19, 2015 letter to the Flathead County Commissioners and requesting that Flathead County maintain the current 200-foot streamside setback for lands located upstream of the municipal water supply intake on Second Creek in Haskill Basin (p. 508)**

Mayor Muhlfeld reiterated, as he said earlier tonight during the Public Comment section of the meeting; that it is his intention to meet with all three County Commissioners to see if there can be a cooperative and mutual agreement on how to best handle the setbacks on 2<sup>nd</sup> Creek above the municipal water supply. He noted, for the record, that the 200-ft streamside setback is not a new regulation, but a request to the County to honor a setback that had been in place for over eight years since adoption of our current Water Quality Ordinance. He asked the Council to table this resolution until further notice.

**Councilor Hildner made a motion, second by Councilor Frandsen, to table the proposed resolution in support of the Mayor's September 19, 2015 letter to the Flathead County Commissioners; giving Mayor Muhlfeld latitude to explore ways to work with the County. Then if ever a time comes for the need to bring this back at any time it would require agreement from four Councilors. The motion passed unanimously.**

**c) Consideration of a motion to reaffirm the City Council's approval of two Mayor letters from the September 21<sup>st</sup> City Council meeting (p. 510)**

Mayor Muhlfeld said the letters were (1) the letter to the Flathead County Commissioners regarding Stream Setbacks for Second Creek in Haskill Basin, and (2) letter to the Montana Fish, Wildlife & Parks in support of their project in conjunction with the Trust for Public Land on 15,344 acres north of Whitefish Lake.

**Councilor Feury made a motion, second by Councilor Frandsen, in support of the two Mayor letters from the September 21<sup>st</sup> City Council meeting. The motion passed unanimously.**

**d) Consideration of cancelling the 2<sup>nd</sup> City Council meeting on December 21<sup>st</sup>.**

**Councilor Hildner made a motion, second by Councilor Sweeney, to cancel the 2<sup>nd</sup> Council Meeting in December, unless one is necessary. The motion passed unanimously.**

COUNCIL COMMENTS

**Councilor Fitzgerald made a motion, second by Councilor Sweeney, directing staff to review and bring a recommendation back to Council regarding a new required standard in the Subdivision Code for new development to provide recycling bins. The motion passed unanimously.**

Councilor Feury congratulated the Chamber of Commerce on another successful Octoberfest. He said it was very busy this year and hoped they did well. He noted to Chief Dial that on Wisconsin, since the upgrade the State just completed with nice pavement out on wider shoulders, people are using the shoulder to pass vehicles on the right that are waiting to turn left; and those passing on the right are getting very close to the edge of, and nearly on, the pedestrian/bicycle path. He asked if Officers witnessed any driver doing it, that the Officer stop to talk to the driver; it could be dangerous for the pedestrian or the bicyclist.

**12) ADJOURNMENT** (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority)  
(CD 3:26:33)

Mayor Muhlfeld adjourned the meeting at 10:50 p.m.

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Mayor John M. Muhlfeld

Attest:

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Necile Lorang, Whitefish City Clerk

**RESOLUTION NO. 15-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, APPROVING THE IRON HORSE HOMEOWNERS' ASSOCIATION'S REQUEST TO MODIFY THE ENTRANCE TO THE IRON HORSE SUBDIVISION SUBJECT TO THREE CONDITIONS**

WHEREAS, on January 21, 1997, the City Council approved the preliminary plat/planned unit development of the Iron Horse Subdivision; and

WHEREAS, final plat of the various phases of the Iron Horse Subdivision took place over the next four years; and

WHEREAS, the Iron Horse Homeowners' Association requested that it be allowed to modify the Iron Horse Subdivision's entrance in order to calm traffic in an area that is congested with vehicles, pedestrians, bicyclists and golf carts and to provide safer access to Iron Horse Drive; and

WHEREAS on December 18, 2014, public notice was mailed to property owners within 300-feet of the Iron Horse Subdivision, on December 23, 2014, advisory agencies were noticed, and on December 31, 2014, a legal notice was placed in the Whitefish Pilot; and

WHEREAS, on February 17, 2015, the City Council conducted a public hearing on the Iron Horse Homeowners' Association's request to modify the Iron Horse Subdivision's entrance; and

WHEREAS, following the public hearing, the City Council tabled the request until April 6, 2015, and asked the Iron Horse Homeowners' Association to address a number of items and concerns; and

WHEREAS, on April 6, 2015, the City Council continued the public hearing; and

WHEREAS, at the public hearing, the Iron Horse Homeowners' Association requested additional time to refine its request and ensure its consultant team could be present for the City Council meeting; and

WHEREAS, the Iron Horse Homeowners' Association amended its proposal to modify the entrance to the Iron Horse Subdivision in response to City Council questions and concerns identified on February 17, 2015;

WHEREAS, the Iron Horse Homeowners' Association had its amended proposal for entry modifications reviewed by a traffic engineer who determined the proposal should function as intended and effectively bring down vehicle speeds; and

WHEREAS, the Whitefish Planning Board held a public hearing on January 15, 2015 and recommended to the City Council to not approve the entrance changes on a vote of 4-3; and

WHEREAS, on October 5, 2015, the City held a public hearing on the Iron Horse Homeowners' Association's amended proposal to modify the entrance to the Iron Horse Subdivision; and

WHEREAS, over the years, concern has been raised by the public and the City Council over the current guard house at the entrance to the Iron Horse Subdivision and its use to deter the public from using the roads within the Subdivision; and

WHEREAS, the current entrance to the Iron Horse Subdivision and the guard shack deter, or give the impression of deterring, public access and use of the roads within the Iron Horse Subdivision; and

WHEREAS, during the 2006-2007 public outreach and visioning to create the Growth Policy, Whitefish citizens expressed their sentiments that there be no gated communities in Whitefish an identified gated communities and subdivisions as a threat to Whitefish's small town feel and neighborhood character; and

WHEREAS, the Iron Horse Homeowners' Association's amended proposal for entry modifications to the Iron Horse Subdivision does not give the impression to the public that the neighborhood is gated or otherwise closed to the public due to the design, landscaping and orientation of the entry modifications and the Welcome Center;

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

Section 1: The Iron Horse Homeowners' Association's request to modify the entrance to the Iron Horse Subdivision is approved subject to the following conditions:

1. The Iron Horse Homeowners' Association shall obtain Architectural Review prior to obtaining a building permit and that the Architectural Review Committee review the landscaping to ensure adequate visual screening on the downhill side of the building is adequate to minimize the view of the building to approaching traffic. (§ 11-3-3).
2. Prior to the start of any road work, the Iron Horse Homeowners' Association shall submit engineering plans to the Public Works Department for review and approval. (Whitefish Engineering Standards, 2009).
3. Signage shall be installed welcoming visitors to the subdivision near the Welcome Center and shall alert downhill travelers of the "slow area."

Section 2: This Resolution shall take effect immediately upon its adoption by the City Council, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
WHITEFISH, MONTANA, ON THIS 19<sup>th</sup> DAY OF OCTOBER, 2015.

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John M. Muhlfeld, Mayor

ATTEST:

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Necile Lorang, City Clerk

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



October 13, 2015

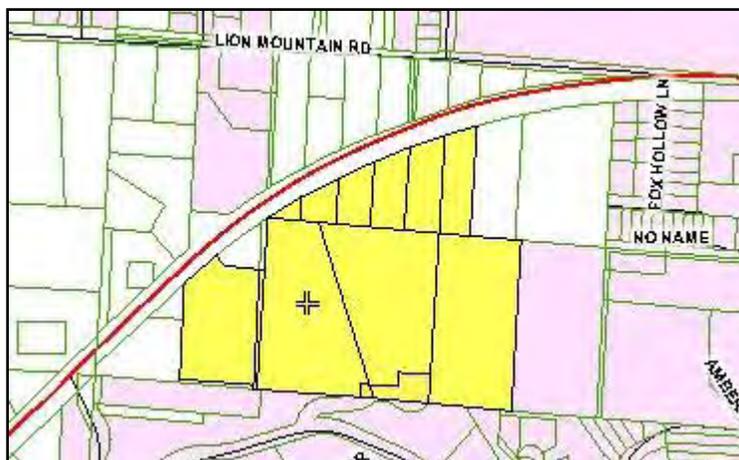
Mayor Muhlfeld and City Council  
City of Whitefish  
PO Box 158  
Whitefish, MT 59937

Mayor Muhlfeld and Councilors:

**Request to Extend the Preliminary Plat for 93 Ilc (WPP 10-20/WPUD 10-21)**

Request/Background:

This office is in receipt of a letter from Eric Mulcahy of Sands Surveying on behalf of Reto Barrington of 93 Ilc requesting a 24-month extension for the 93 Ilc preliminary plat pursuant to §12-3-8B of the Whitefish Subdivision regulations. The 93 Ilc preliminary plat is a 26-lot subdivision (22-single family lots and 30 condominiums on four lots) on 23.16 acres plus a 5 acre parcel zoned WRR-1 for future development. The project is located on the south side of Highway 93 W to the west of State Park Road and can be described as 3301 Big Mountain Road and can be described as Tracts 1DA, 1DG, 1DF, 1DC, 1DBB, 1DGA, 1CE, 1NA, 1ABCA and 1ABE in Section 35, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana.



The preliminary plat was approved by the Whitefish City Council in 2007. On November 1, 2010, the Council approved an amended preliminary plat to reduce the overall density. In November 2013, the Council granted a 24-month extension until November 1, 2015.

Attached to this report are the conditions of approval and the preliminary plat map.

Current Report:

This subdivision is located in the Whitefish city limits and is zoned WLR/WRR-1 with a PUD overlay. Upon review of the files, issues raised during the 2010 public hearing process included:

- *Montana Department of Highway Project.* At the time of the project, we knew the Highway was going to be upgraded, but the final design was not complete. We were not certain if there was going to be a left-hand turn lane, how it was going to line up with the State Park Road intersection redesign and if MDT would want additional right-of-way from this project either for the actual road or in a temporary construction easement. Since that time, the highway construct is complete and MDT worked with the property owner to design an entrance into the project that meets the development's requirements – including a left-hand turn lane.
- *Critical Areas.* During the 2007 development, the applicant complied with the critical area regulations at the time. When the current project came back for review in 2010, the applicant had to conform to all the current Critical Area regulations and Subdivision regulations, which this project does.
- *Loss of the Affordable Housing Payment.* In 2007, this project was using a density bonus and intended to pay cash in lieu of affordable housing. When the current project came back for review in 2010, the density was reduced and the requirement to provide affordable housing went away. The Council lamented this loss.

*Change in Standards:*

Since 2010, when this project received preliminary plat, certain regulations have been amended.

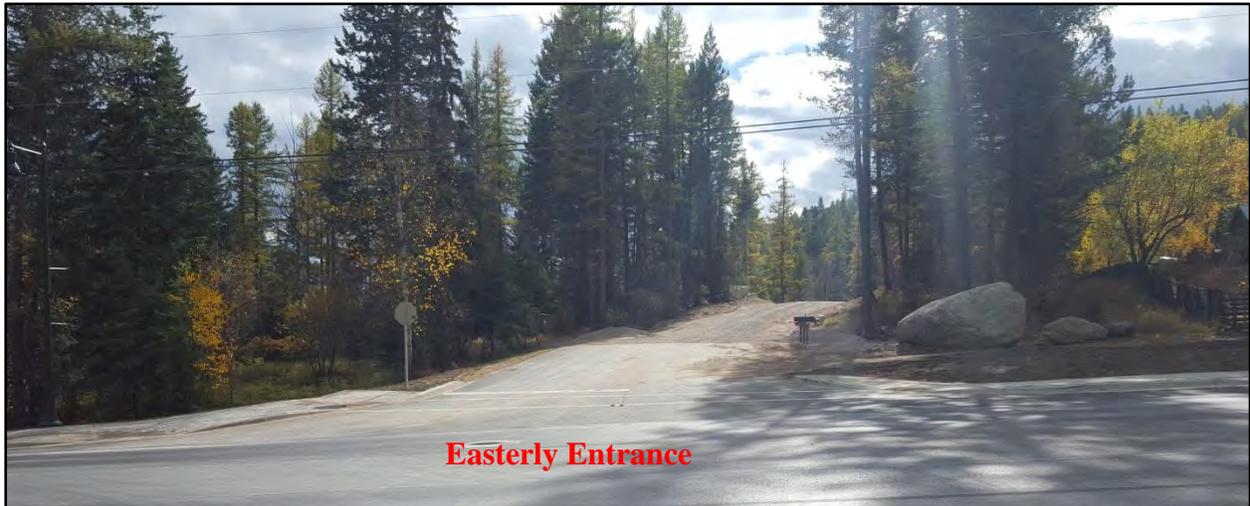
- In 2011, the Council approved updates to the Water Quality Protection regulations. The only aspect of the regulations that changed with this update was the removal of the 'matrix' for steep slopes. The applicant was already required to perform this work as part of the preliminary plat for the steeper lots and found the lots scored low, which meant no further geotechnical review was required.

*Standard of Review*

Pursuant to §12-3-8B, Time Limits for Preliminary Plat Approval, the Council may grant additional time "provided the subdivider can show continued good faith in working toward final plat."

In 2013, when the Council granted the first two-year extension of the preliminary plat, the economy was not right to bring new residential lots online and the applicant was working with Montana Department of Transportation to negotiate right-of-way acquisition, appropriate access and construction easements. Since that time the portion

of Highway 93 W fronting this project is mostly complete. Upon approval of the preliminary plat extension, the applicant is prepared to secure all necessary permits to move the project toward final plat.



#### Public Comment

A notice was mailed to adjacent land owners within 300-feet of the preliminary plat on September 25, 2015. A notice of the public hearing was published in the *Whitefish Pilot* on September 30, 2015. As of the writing of this report, no comments have been received.

#### Recommendation:

Staff recommends the Council **approve** the request to extend the Lookout Ridge preliminary plat for 24 months, expiring on November 1, 2017 based on the following findings of fact:

**Finding 1:** The preliminary plat was approved by the Whitefish City Council on May 21, 2007. On November 1, 2010, the Council approved an amended preliminary plat to reduce the density from 24 single family lots and 45 condominiums to 22 single family lots and 30 condominiums. On June 21, 2010, the Council granted a second amendment to the preliminary plat in order to place 16 cabins on individual lots, as they had previously been located on a common lot. On November 18, 2013, the Council granted a 24-month extension until November 1, 2015. The preliminary plat now expires November 1, 2015.

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

**Finding 3:** A legal notice was placed in the *Whitefish Pilot* on September 30, 2015 and public notice was mailed to property owners within 300-feet on September 25, 2015. No public comments have been received.

**Finding 4:** The applicant has continued to show continued good faith in working toward final plat because they have worked with MDT on right-of-way acquisition, developed an

appropriate entrance into the subdivision and have established a plan to move the project toward final plat.

Sincerely,



Wendy Compton-Ring, AICP  
Senior Planner

Att:           Conditions of approval, 11-1-10  
                Extension Request Letter, 9-1-15  
                Preliminary plat map, 8-9-10  
                Legal Notice, *Whitefish Pilot*, 9-30-15  
                Adjacent Landowner Notice, 9-25-15

c/w/att:       Necile Lorang, City Clerk

c/w/o/att:     Eric Mulcahy, Sands Surveying 2 Village Loop Kalispell, MT 59901  
                93 Ilc 100 E 2<sup>nd</sup> St #218 Whitefish, MT 59937

**93 Ilc**  
**Preliminary Plat/Planned Unit Development**  
**WPP 10-20/WPUD 10-21**  
**Whitefish City Council**  
**Conditions of Approval**  
**November 1, 2010**

The Whitefish City Council approved the following requested deviations from standards:

- **Street standards** from a local residential street section to three different street sections based on the topography and traffic generation. The main loop road will be constructed within a 50-foot right-of-way with 24-feet of driving surface with bulb-outs for on-street parking. The road serving Lots 16-21 will be constructed within a 40-foot right-of-way with 20-feet of driving surface. The upper road will be constructed within a 50-foot right-of-way with 24-feet of driving surface. The roads will have a detached sidewalk on one side, employ Low Impact Development stormwater techniques instead of utilizing curb and gutter and incorporate an alternative street tree design.
- **Setbacks** - side yard setbacks from 15-feet to 10-feet and front yard setback from 25-feet to 20-feet; and
- **Lot sizes** from 15,000 square feet to various sizes ranging from 7,144 to 11,752 square feet.

The Whitefish City-County Planning Board recommends approval of the project subject to the following conditions of approval:

1. The subdivision shall comply with Title 12 (Subdivision Regulations) and Title 11 (Zoning Regulations) and all other applicable requirements of the Whitefish City Code, except as amended by these conditions.
2. Except as amended by these conditions, the development of the subdivision and planned unit development shall be in substantial conformance with the approved preliminary plat, site plan and elevations that govern the general location of lots, roadways, parking, landscaping and improvements and labeled as "approved plans" by the City Council.
3. Prior to any pre-construction meeting, construction, excavation, grading or other terrain disturbance, plans for all on and off site infrastructure shall be submitted to and approved by the Whitefish Public Works Department. The improvements (water, sewer, roads, street lights, trails, sidewalks, driveways, etc.) within the development shall be designed and constructed by a licensed engineer and in accordance with the City of Whitefish's design and construction standards. The Public Works Director shall approve the design prior to construction. Plans for grading, drainage, utilities, streets, sidewalks and other improvements shall be

submitted as a package and reviewed concurrently. No individual improvement designs shall be accepted by Public Works. (City Engineering Standards, 2009)

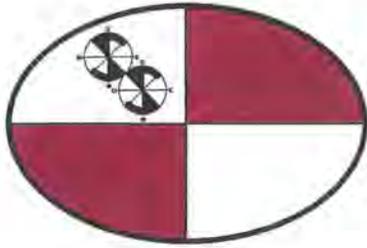
4. A tree retention plan shall be submitted to the Planning Department for review and approval. Appropriate trees outside building envelopes, driveways and roads shall be preserved. Any additional tree removal shall be approved by the Planning Department. (Subdivision Regulations, 12-4-5)
5. Prior to any grading or clearing, submit a site plan indicating all protected trees 4 inches at DBH (diameter at breast height) and greater that lie outside the building envelopes, driveways and roads. On the site plan indicate species, size, and location of the trees and structure corners. In the field indicate lot corners, rights-of-way and any natural buffers that will be retained. To insure proper root protection, all protected trees shall be barricaded to the dripline prior to any construction activity. Contact the City Arborist for a field inspection prior to any construction activity. Inspection of barricades shall be on-going during construction. (Subdivision Regulations, 12-4-5)
6. No trees shall be removed from the multifamily pods until such times as the City Council approves either a Conditional Use Permit or an amended Planned Unit Development Permit for these areas. The only vegetation management in these areas that is permitted is the removal of noxious weeds and the removal of vegetation for the installation of utilities. (Staff Report, Finding 3)
7. A wetland restoration plan shall be submitted to Planning and Public Works Departments for review and approval. Buffers adjacent to the boundaries of the wetlands shall be a minimum of 25-feet. (Staff Report, Finding 3)
8. Approval of the preliminary plat is subject to approval of detailed design of all on and off site improvements, including drainage. Through review of detailed road and drainage plans, applicant is advised that the number, density and/or location of building lots, as well as the location and width of the road right-of-way, and widths of rights-of-way shown on the preliminary plat may change depending upon constructability of roads, pedestrian walkways, and necessary retaining walls within the right-of-way, LID design requirements, on-site retention needs, drainage easements or other drainage facilities or appurtenances needed to serve the subject property and/or upstream properties as applicable. This plan, also located within the Homeowners' Association Conditions Covenants and Restrictions, shall include a strategy for long-term maintenance. Fill on-site shall be the minimum needed to achieve positive drainage, and the detailed drainage plan will be reviewed by the City using that criterion. (City Engineering Standards, 2009)
9. A groundwater monitoring study, meeting the standards identified in Section 3, Groundwater Monitoring and Study, of Ordinance 06-08 (subsequently readopted

- as Ordinance 06-27), shall be submitted to the Public Works Department for review and approval along with the drainage plans. (Staff Report, Finding 3)
10. A 20-foot wide utility easement shall be provided to install, maintain and replace a water line to serve the Fauske property (Assessor's Tract 1CBC) in a location to be determined. (City Engineering Standards, 2009)
  11. Prior to any ground disturbing activities, a plan shall be submitted for review and approval by the Public Works and Planning/Building Department. The plan shall include, but may not necessarily be limited to, the following:
    - Dust abatement and control of fugitive dust.
    - Hours of construction activity.
    - Noise abatement.
    - Control of erosion and siltation.
    - Routing for heavy equipment, hauling, and employees.
    - Construction office siting, staging areas for material and vehicles, and employee parking.
    - Measures to prevent soil and construction debris from being tracked onto public roadways, including procedures to remove soil and construction debris from roadways as necessary.
    - Detours of vehicular, pedestrian, and bicycle traffic as necessary.
    - Notation of any street closures or need to work in public right-of-way.(City Engineering Standards, 2009)
  12. All roads within the subdivision shall be built to City of Whitefish Public Works Standards and the Whitefish Subdivision Regulations unless otherwise approved by the Public Works Director. The roadway within the subdivision shall be privately owned and maintain, but open to the public. Rights-of-way shall be sized to allow installation, maintenance and replacement of public utilities. Public utilities shall only be located in road rights-of-way unless otherwise approved by the Public Works Director. (City Engineering Standards, 2009)
  13. The most southerly road, serving Lots 1-14 and multifamily pod 'D', shall have a driving surface of 24-feet plus a 2-foot wide gravel shoulder on either side of the road. (City Engineering Standards, 2009)
  14. Street lighting shall be required in accordance with the Whitefish Standards for Design and Construction. Street and other on-site lighting shall be dark sky compliant and meet the requirements of the City's Outdoor Lighting ordinance. (Zoning Section 11-3-25)
  15. Developer must comply with requirements of Montana Department of Transportation relating to the accommodation of left hand turn into the project, right-of-way needs or construction easements at such time as it may be required. (Staff Report, Finding 1)

16. A Certificate of Subdivision Approval be obtained from the Department of Environmental Quality and written approval by the Whitefish Public Works Department approving the storm drainage, water and sewage facilities for the subdivision. (Subdivision Regulations, Appendix C)
17. A landscaping plan for the open space, trails, wetlands and landscaping buffers shall be submitted to the Planning Department for review and approval. Landscaping plan shall also be submitted for review and approval by the Public Works Department, as they relate to the LID design. (Staff Report, Findings 3 & 4)
18. Prior to approval of the final plat, the applicant shall produce a copy of the proposed Covenants, Conditions and Restrictions (CC&Rs) for the 93 Ilc Subdivision Homeowners' Association (HOA) providing for:
  - Long-term maintenance of the open spaces, landscape buffers, private streets, sidewalks, trails and the street trees;
  - Snow removal as a HOA responsibility;
  - Long-term weed management plan. The weed management plan shall be submitted to the Planning Department for review and approval prior to final plat; and
  - Long-term maintenance plan for drainage and stormwater management facilities.
  - The fire protection zone guidelines (appendix K of the subdivision regulations) shall be made a component of the covenants.(Subdivision Regulations 12-4-29; Staff Report Finding 3; City Engineering Standards, 2009)
19. The following notes shall be placed on the face of the plat:
  - a. House numbers shall be located in a clearly visible location.
  - b. The internal roads shown on the final plat are intended to be privately owned and maintained and open to the public. It is understood and agreed that these internal roadways do not conform to City requirements for public roadways. Because of the road configuration, grades and right-of-way widths, these roads are not suitable for all-season maintenance by the public authority. The owners (and successors in interest) of the lots described in this plat will provide for all-season maintenance of the private roadways by creation of a corporation or association to administer and fund the maintenance. This dedication is made with the express understanding that the private roadways will never be maintained by any government agency or public authority. It is understood and agreed that the value of each described lot in this plat is enhanced by the private nature of said roadways. Thus, the area encompassed by said private roadways will not be separately taxed or assessed by any government agency or public authority.
  - c. Only class A and class B fire-rated roofing materials are allowed.
  - d. Defensible Space Standards shall be incorporated around all primary structures, as described in the Covenants.

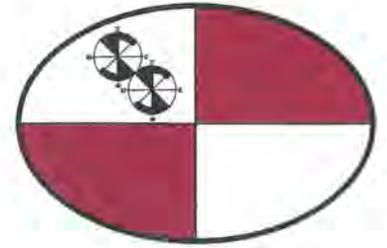
- (Subdivision Regulations 12-4-29, 12-4-6; Staff Report Finding 4; City Engineering Standards, 2009)
20. All areas disturbed because of road and utility construction shall be re-seeded as soon as practical to inhibit erosion and the spread of noxious weeds. (Subdivision Regulations 12-4-29)
  21. The Fire Marshal shall approve the placement and design of all fire hydrants prior to their installation and fire access. (UFC; Subdivision Regulations 12-4-19; Engineering Standards, 2009)
  22. Common off-street mail facilities shall be provided by the developer and approved by the local post office. (Subdivision Regulations 12-4-23)
  23. A central bear proof garbage collection site shall be located in the neighborhood. Its location shall be approved by North Valley Refuse. (Engineering Standards, 2009)
  24. Development of multifamily pods A, B, C and D shall require review and approval through a Conditional Use Permit prior to the start of construction. Density of the multifamily pods shall not exceed that which is identified on the approved plans, the pods shall set aside a minimum of 13% open space and meet all the requirements of the zoning code. (Zoning Sections 11-2S-3C.; 11-11-2-3B.12.)
  25. A 5-foot wide utility easement shall be dedicated on the private side of each edge of right-of-way to provide for private underground utilities such as gas, telephone, electrical and television cable. Where this may not be feasible due to topography, retaining walls or other obstacles, an alternate plan for private utility easements shall be proposed by the developer and approved by the Public Works Director. (Engineering Standards, 2009)
  26. The right-of-way, road, utilities must accommodate or relocate to another suitable location, the existing road and utility easement which crosses the north edge of Tract 1ABE. The Public Works Department may require additional easement width to enable a perpendicular intersection between the private driveway and the through road. (Engineering Standards, 2009)
  27. A building pad of 40' by 40' (or 1,600 square feet) with a slope of less than 30% shall be shown on the final plat map for the single family lots along with a driveway of less than 10% accessing the building pad. Any future home and driveway construction shall take place in the location identified on the plat. If the Fire Department needs to suppress a fire from the driveway, it cannot exceed 9%. Any slopes in excess of 25% shall require the submittal of a geotechnical report prior to final plat. (Staff Report, Finding 4)

28. No building permits shall be issued by the City of Whitefish until the applicant has received final plat, water and sewer lines are installed and inspected and all-weather drivable surface is installed and inspected. (2007 Approval)
29. This preliminary plat and planned unit development is valid for three years from Council action. (Subdivision Regulations 12-3-8)
30. A map of fire protection features shall be submitted to the fire chief or designee for review and approval prior to final plat. This map will show access roads, hydrants, water supply point and any other pertinent items. It shall also be made a component of the homeowners' covenants. (Subdivision Regulations 12-4-6)
31. Roads signs shall be approved by the Fire Marshal. Such signs shall be noncombustible and reflective. (Subdivision Regulations 12-4-6)



## SANDS SURVEYING, INC.

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



September 1, 2015

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

RE: Extension of Preliminary Plat and PUD for 93 LLC

Dear Planning Office:

On behalf of our client 93 LLC/ Reto Barrington, we request a two year extension for the 93 LLC Preliminary Plat and Planned Unit Development (PUD). The Whitefish City Council approved the 93 LLC Preliminary Plat and PUD on November 1 2010 subject to 31 conditions. The development was approved for a three year period. On November 18, 2013 the City granted a two year extension so that the project now expires on November 1, 2015.

As we all know, 2010 was at the height of the recession and the resultant declining home/lot values. Platting lots at that time would not even cover the land costs let alone the infrastructure costs. Lot and home values are just beginning to reach a point where it makes economic sense to bring new lots on-line.

Over the course of the 93 LLC preliminary plat approval, the developer had a significant amount of design engineering completed on the project in hopes that there would be a time to begin construction of the infrastructure to serve the development. Also, over that course of the preliminary plat approval the Montana Department of Transportation began the process of rebuilding Highway 93 and acquiring a portion of the applicant's property for Highway widening. Mr. Barrington put a significant amount of time working with the MDOT to ensure that both the Highway project and the 93 LLC plat could move ahead without causing detriment to one or the other.

In just the past year a neighboring property owner presented plans for development of the neighboring parcel to Mr. Barrington and the neighbor and 93 LLC have been working together to accommodate access from 93 LLC to a portion of the neighboring property. This has taken time and is still in the design process.

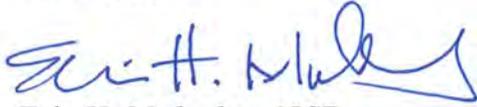
Given the past recession and the major highway construction, it was not a good time to bring this project to Final Plat. Therefore the applicant is request the two year extension anticipating that he can bring a first phase of the project to the City for Final plat in the next two years.

SEP 03 2015

WVP 10-20

Thank you for your consideration. Should you have any questions please give me a call at 755-6481.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric H. Mulcahy". The signature is stylized with a large, looping initial "E" and a long, sweeping underline.

Eric H. Mulcahy, AICP  
Sands Surveying Inc.

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

JOB NO: 277701  
 DATE: February 22, 2007  
 REVISED: August 9, 2010  
 FOR/OWNER: 93 L.L.C.  
 PREPARED FOR: Gianstal Inc.  
 Refo Barrington

**Preliminary Plat of:  
 93 L.L.C.**  
 Located in the S1/2NW1/4 of Sec. 35, T.31N., R.22W.,  
 P.M., M., Flathead County, Montana

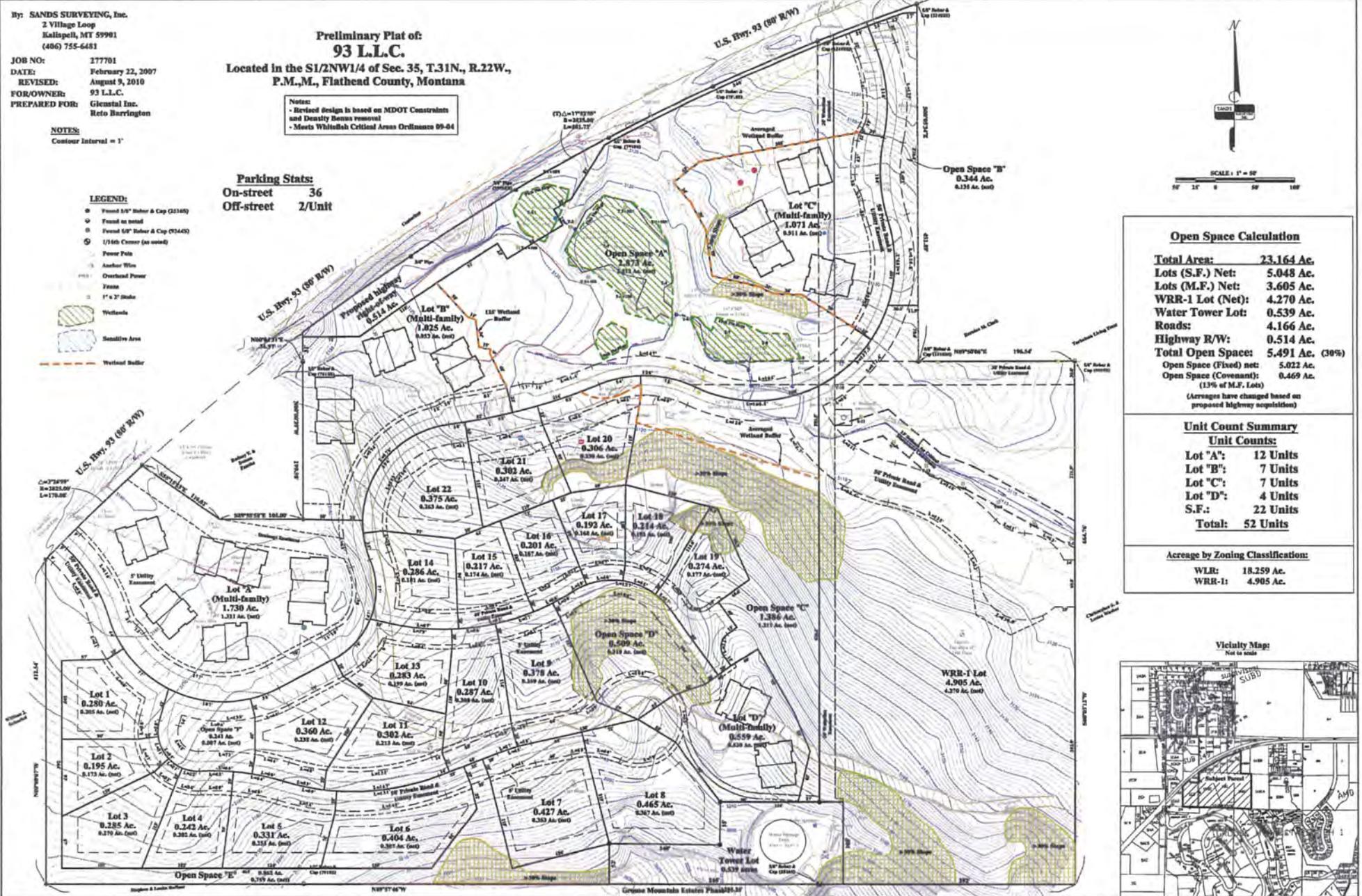
Notes:  
 - Revised design is based on MDOT Constraints  
 and Density Bonus removal  
 - Meets Whitefish Critical Areas Ordinance 09-04

NOTES:  
 Contour Interval = 1'

**Parking Stats:**  
 On-street 36  
 Off-street 2/Unit

**LEGEND:**

- Found 5/8" Meter & Cap (21145)
- Found as noted
- Found 5/8" Meter & Cap (21445)
- 1/16th Corner (as noted)
- Power Pole
- Anchor Wire
- Overhead Power
- Fence
- 1" x 2" Stake
- Wetlands
- Sensitive Area
- Wetland Buffer



**Open Space Calculation**

Total Area:	23,164 Ac.
Lots (S.F.) Net:	5,048 Ac.
Lots (M.F.) Net:	3,605 Ac.
WRR-1 Lot (Net):	4,270 Ac.
Water Tower Lot:	0,539 Ac.
Roads:	4,166 Ac.
Highway R/W:	0,514 Ac.
<b>Total Open Space:</b>	<b>5,491 Ac. (38%)</b>
Open Space (Fixed) net:	5,022 Ac.
Open Space (Covenant):	0,469 Ac.
(13% of M.F. Lots)	
(Averages have changed based on proposed Highway alignment)	

**Unit Count Summary**

<b>Unit Counts:</b>	
Lot "A":	12 Units
Lot "B":	7 Units
Lot "C":	7 Units
Lot "D":	4 Units
S.F.:	22 Units
<b>Total:</b>	<b>52 Units</b>

**Acres by Zoning Classification:**

WLR:	18,259 Ac.
WRR-1:	4,905 Ac.



TO: [rrooney@dailyinterlake.com](mailto:rrooney@dailyinterlake.com)

PLEASE PUBLISH THE FOLLOWING LEGAL NOTICE ONCE ON  
September 30<sup>th</sup> IN THE WHITEFISH PILOT

PLEASE BILL: City of Whitefish

**Do not publish above this line**

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**WHITEFISH CITY COUNCIL  
NOTICE OF PUBLIC HEARING**

At the regular meeting of the Whitefish City Council on Monday, October 19, 2015 at 7:10 pm, the Council will hold a public hearing on the item listed below. The Council meets in Whitefish City Council Chambers, Whitefish, Montana.

1. A request by Reto Barrington of 93 llc for a two-year extension to the 93 llc preliminary plat. The property is located off Highway 93 W, west of State Park Road and can be described as Tracts 1DA, 1DG, 1DF, 1DC, 1DBB, 1DGA, 1CE, 1NA, 1ABCA and 1ABE in Section 35, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana. (WPP-10-20/WPUD-10-21) Compton-Ring

Documents pertaining to these agenda items are available for review at the Whitefish Planning & Building Department, 510 Railway Street, Whitefish, Montana 59937 during regular business hours. Inquiries are welcomed. Interested parties are invited to attend the hearing and make known their views and concerns. Comments, in writing, may be forwarded to the Whitefish Planning & Building Department at the above address prior to the hearing or via email: [wcompton-ring@cityofwhitefish.org](mailto:wcompton-ring@cityofwhitefish.org). For questions or further information regarding this request, phone 406-863-2410.

WHITEFISH CITY COUNCIL  
John Muhlfeld, Mayor



## Public Notice of Proposed Land Use Action

The City of Whitefish would like to inform you that Reto Barrington of 93 Ilc is requesting a two-year extension to the 93 Ilc preliminary plat. The 93 Ilc subdivision consists of 26-lots (22-single family lots and 30 condominiums on four lots) on 23.16 acres plus a 5-acre parcel zoned WRR-1 for future development. The property is partially developed with four (4) single family residences slated for removal as part of this project. The property is zoned WLR (One-Family Limited Residential District) with a PUD (Planned Unit Development) overlay and WRR-1 (Low Density Resort Residential District). The original preliminary plat was approved by the Whitefish City Council on May 21, 2007. The applicant amended the project and received approval on November 1, 2010 and received an extension until November 1, 2015.

The project is comprised off several parcels. It is located on the south side of Highway 93 W, west of State Park Road. It can be described as Tracts 1DA, 1DG, 1DF, 1DC, 1DBB, 1DGA, 1CE, 1NA, 1ABCA and 1ABE in Section 35, Township 31 North, Range 22 West, P.M.M., Flathead County, Montana.

You are welcome to provide comments on the project. Comments can be in written or email format. The Whitefish City Council will hold a public hearing for the proposed project request on:

**Monday, October 19, 2015**  
**7:10 p.m.**  
**Whitefish City Council Chambers, City Hall**  
**1005 Baker Avenue, Whitefish MT 59937**

On the back of this flyer is a site plan of the project. Additional information on this proposal can be obtained at the Whitefish Planning Department located at 510 Railway Street. The public is encouraged to comment on the above proposals and attend the hearings. Please send comments to the Whitefish Planning Department, PO Box 158, Whitefish, MT 59937, or by phone (406) 863-2410, fax (406) 863-2409 or email at [wcompton-ring@cityofwhitefish.org](mailto:wcompton-ring@cityofwhitefish.org). Comments received by the close of business on Tuesday, October 13, 2015, will be included in the packets to the City Council. Comments received after the deadline will be summarized to the City Council at the public hearing.

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**MEMORANDUM:**

**TO: MAYOR MUHLFELD AND WHITEFISH CITY COUNCIL**

**FROM: MARIA BUTTS, DIRECTOR OF PARKS AND RECREATION**

**SUBJECT: UPDATE ON MANAGEMENT AGREEMENT NEGOTIATIONS FOR THE STUMPTOWN ICE DEN**

**DATE: OCTOBER 7, 2015**

---

In September of 2015, the Whitefish City Council held an informational work session on the Park Board of Commissioners' decision to enter into a management agreement for operations of the Stumptown Ice Den. At that time, Council was provided a copy of the RFQ and a draft management plan. The RFQ was advertised in both the Whitefish Pilot and the Daily Interlake, as well as through social media and the city website. The department received one statement of qualifications and the opportunity to enter into negotiations with the City was awarded to the Whitefish Sports Facility Foundation (WSFF).

A Management Agreement Committee has been formed to assist staff in agreement negotiations. Members of the committee are Pam Barberis, Frank Sweeney, Ron Brunk, Doug Wise, Dana Smith, and Angela Jacobs. Members of this group have met with the WSFF to begin negotiations on the management agreement. I have received comments from both Angie and Dana regarding the counterproposal received from WSFF and have incorporated their comments into a revised management agreement. Major changes to the original management agreement were as follows:

- 1) The term changed from a 7 month term with option to renew to a five year term with a 6 month probationary period. This gives the management group more of a sense of longevity, allowing them to fundraise more effectively.
- 2) The method of allocating funds changed from allotting \$70,000 for utilities, \$25,000 for repair and maintenance, and \$10,000 for ice contract contingencies to a shared percentage of revenues (not yet established). Revenues received by the City would be dedicated to paying off all assumed expenditures, minus any unexpected repairs made to the equipment this season. Those expenditures the department will attempt to absorb into the Parks and Recreation Department's budget. At this time, these expenditures total \$60,258.86.
- 3) As WSFF is interested in the purchase and installation of the Programmable Logic Controller, quoted at \$50,000-\$64,050, staff has recommended WSFF fundraise for this piece of equipment that will aid them in better monitoring the refrigeration equipment.

During the last management agreement meeting, the committee and WSFF outlined a timeline of work to be completed. The expected date of transfer of management of the Stumptown Ice Den

to WSFF is November 12, 2015, after the approval of the finalized management agreement by the Park Board of Commissions during their November 10, 2015 meeting.

Sincerely,  
Maria Butts  
Director of Parks, Recreation and Community Services

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October 13, 2015

Mayor Muhlfeld and City Councilors  
City of Whitefish  
Whitefish, Montana

Mayor Muhlfeld and Councilors

**Recommendation to construct centralized recycling site at Columbia & Railway**

Introduction/History

As part of the City's solid waste contract, North Valley Refuse (NVR) maintains several recycling sites throughout the City which are available to City residents. Currently, there are three recycling sites in the city, including a site at the parking lot south of Craggy Range, a site on Kalispell Avenue behind National Parks Realty, and a site at the City Beach boat trailer parking lot. The new downtown location at the parking lot south of the Craggy Range is more congested and has less storage than the previous site behind City Hall. This has caused some difficulties for residents using the site, as well as some complications related to the City Hall construction project. It has also been noted that recycling drop-off locations fill quickly on weekends, often leaving users without a place to take their materials.

Project Description

In an effort to improve service to residents, and streamline recycling operations for NVR, Council discussed the idea of a Centralized Recycling site at the work session on 9/8/2015. The goal of the centralized site is to provide adequate access to residents throughout the city, and adequate storage so the sites to remain usable during peak demand periods. The site that has been evaluated for this centralized concept is the City-owned lot at the northeast corner of Columbia and Railway. The proposed location on this lot for the centralized recycling site will be the northwest corner. Utilizing this portion of the lot will keep the site as far as possible from the residential neighborhood in order to reduce visual and noise disturbances to these residents. The site has been designed so that vehicles can pull into the site to access the containers as they travel north on Columbia Avenue. Vehicles will then pull back out onto Columbia with the ability to turn left or right out of the site without having to back up.

Containers will be placed as far back into the site as possible to allow plenty of space for multiple lanes of traffic in order to accommodate as many residents as possible. This design will also allow NVR drivers to pick up and deliver containers efficiently and safely.

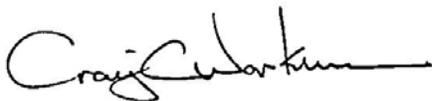
Financial Requirement

In an effort to test out this new centralized recycling concept, the site will be excavated, graded, and finished with crushed asphalt millings this fall. In addition, the curbing will be cut down along the roadway in order to access the site. The anticipated cost for the Public Works Department to complete this work is approximately \$5,000. Assuming the concept is a success and readily used and accepted by City residents, final improvements will take place next spring. This second phase of work will include asphalt and/or concrete paving, fencing, and landscaping.

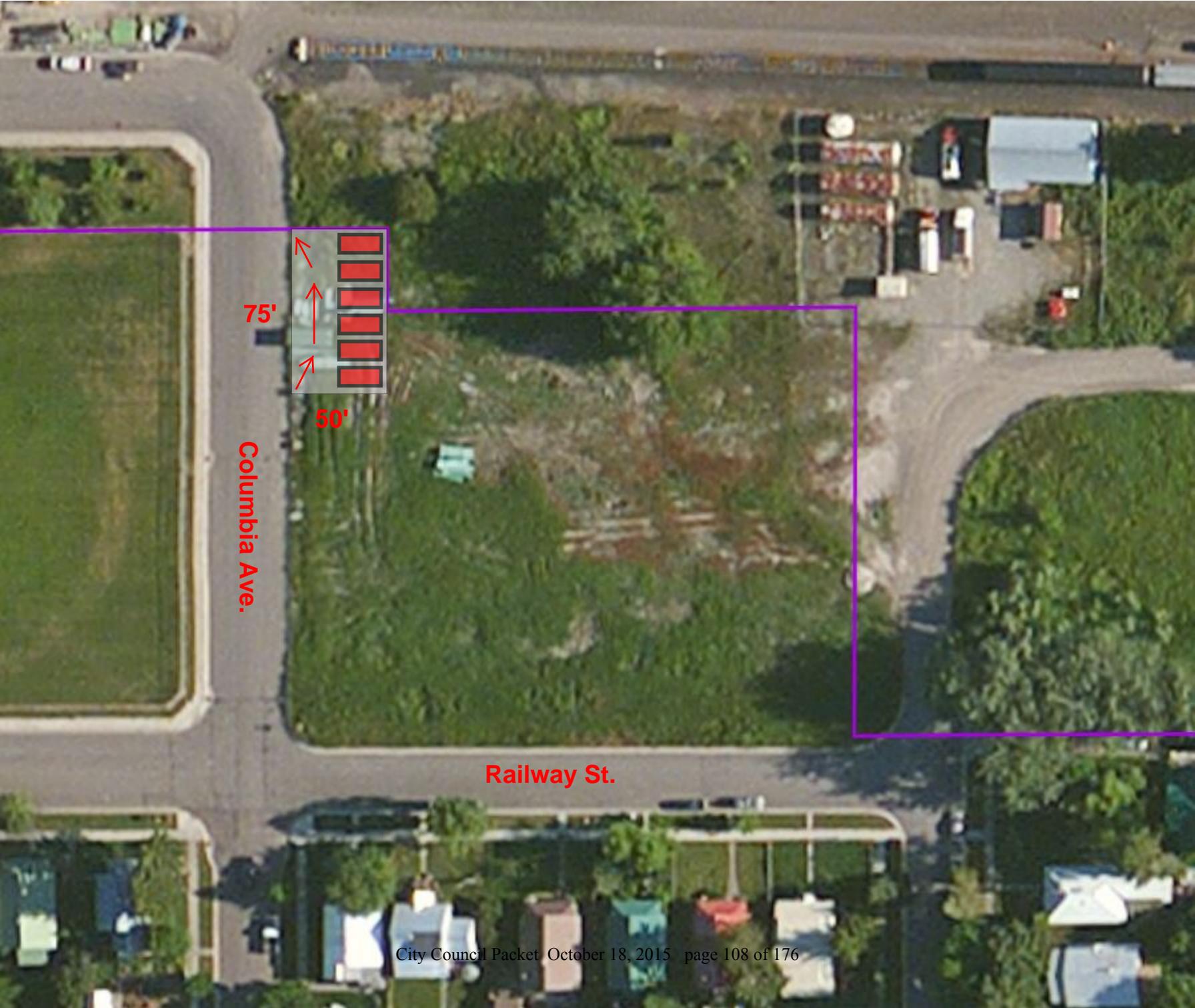
Recommendation

The Public Works Department is recommending the Council approve this concept and authorize the Public Works Department to perform the first phase of work to create the centralized recycling site. Doing so will enhance the recycling opportunities for residents and is in the best interest of the City of Whitefish.

Sincerely,



Craig C. Workman, P.E.  
Director of Public Works



75'

Columbia Ave.



50'

Railway St.

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# MANAGER REPORT

October 14, 2015



## **RESORT TAX COLLECTIONS**

Resort Tax collections for August, 2015 were down 11.2 % or \$35,925 compared to August of 2014. Lodging collections were the biggest factor and they were down 25% or \$23,675. In reviewing the Resort Tax delinquency list, there were no large lodging properties that were delinquent for August. Thus, it would appear that the partial closure of the Going to the Sun Road for 2 ½ weeks in late July and early August may have caused some lodging cancellations and affected other Resort Tax collections.

I am stepping up efforts to collect delinquencies now that the move to the interim City Hall is completed. I was unable to do such efforts in early September.

For the year-to-date (which is two months), we are down by 5.86% or \$36,867 compared to last year at the same time.

## **FOREST SERVICE MEETING ON PROPOSED FUEL REDUCTION PROJECTS ON “WHITEFISH FACE”**

The Tally Lake Ranger District of the Flathead National Forest is going to hold an open house on their proposed Whitefish Municipal Watershed Fuels Reduction Project on Wednesday, October 21<sup>st</sup> from 4:30 to 7:30 at the Whitefish Community Center (formerly Golden Agers Center) at 121 East 2<sup>nd</sup> Street. A notice about the meeting is attached to this report.

This project emanates from the Whitefish Face collaborative process over the last year among many, diverse stakeholders to try to determine fuels reduction projects in the City’s watershed that will help prevent a catastrophic fire if the timber is left untreated. The proposed treatments will be a combination of hand thinning, prescribed burns, and some commercial timber harvests near where existing roads are. To see details of the proposal, please attend the meeting on October 21<sup>st</sup>.

## **CITY HALL/PARKING STRUCTURE UPDATE FROM MIKE CRONQUIST, OWNER’S REPRESENTATIVE**

Mike Cronquist is going to appear each month at the first City Council meeting of the month to give a report and answer questions about the progress of construction on the new City Hall and Parking Structure. For the other City Council packets, he is going to provide a written update

that I can put in my Manager's Report to keep you all informed on the project. His current update is attached to this report.

## **MEETINGS**

City Hall Steering Committee (10/5) – The City Hall Steering Committee met with Architect Ben Tintinger on October 5<sup>th</sup>. Most of the meeting involved discussion of exterior lighting, interior issues, and the possibility of a web camera to show progress on the City Hall construction.

Montana League of Cities and Towns annual conference (10/7 – 10/9) – Dana Smith, Craig Workman, and I attended the Montana League of Cities and Towns annual conference in Bozeman last week. There were sessions on revenue, capital improvement programs, bonding, and reappraisal among other topics. A copy of the full agenda for the conference is attached to this report.

## **UPCOMING SPECIAL EVENTS**

### **REMINDERS**

Tuesday, November 3<sup>rd</sup> – Municipal election day



Respectfully submitted,  
Chuck Stearns, City Manager

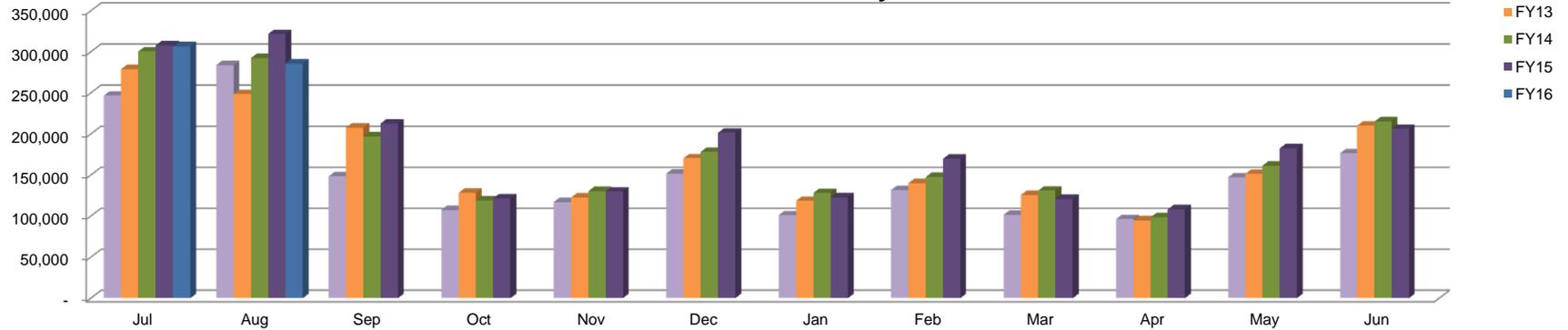
**Resort Tax Report**  
**Reported in the Month Businesses Paid Tax**

**Additional 1% Resort Tax Effective July 1, 2015**

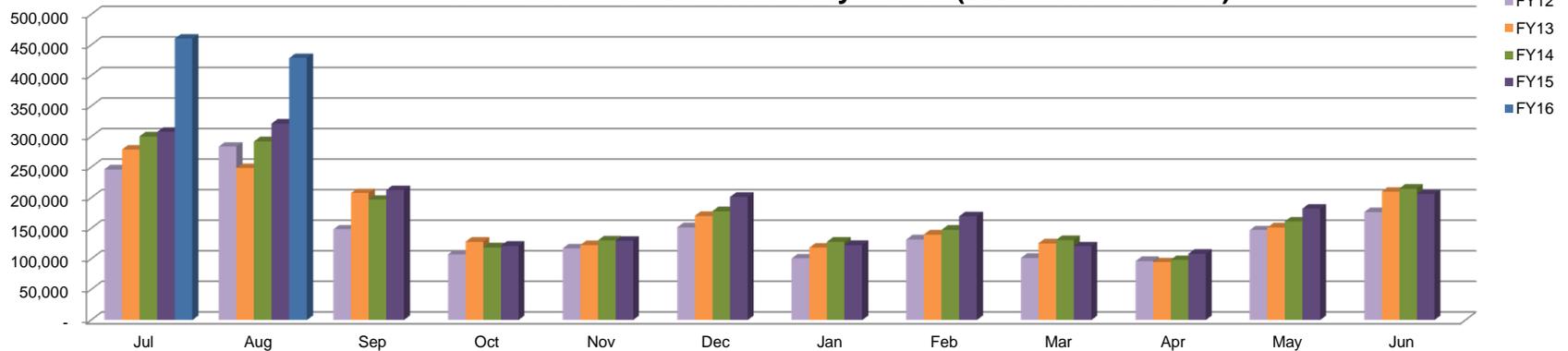
Month/Year	Bars &				% Chng Mnth to Pr Yr Mnth	% Chng Quarter to Pr Yr Quarter	Bars &				Total Collected (3% Resort Tax for FY16)	Interest	Total
	Lodging	Restaurants	Retail	Collected			Lodging	Restaurants	Retail	Collected			
Jul-13	81,828	98,642	120,028	300,497	7.7%		-	-	-	-	300,497	496	300,993
Aug-13	77,809	108,131	106,422	292,362	17.6%		-	-	-	-	292,362	434	292,796
Sep-13	50,377	77,416	69,328	197,120	-5.1%	7.4%	-	-	-	-	197,120	434	197,554
Oct-13	16,851	48,015	54,271	119,137	-7.1%		-	-	-	-	119,137	434	119,571
Nov-13	6,831	47,701	75,780	130,312	6.3%		-	-	-	-	130,312	2654	132,966
Dec-13	21,782	64,884	91,585	178,251	4.6%	1.5%	-	-	-	-	178,251	404	178,655
Jan-14	16,848	54,481	56,839	128,169	8.2%		-	-	-	-	128,169	404	128,573
Feb-14	22,323	58,758	66,487	147,568	5.3%		-	-	-	-	147,568	404	147,972
Mar-14	15,770	64,178	51,114	131,061	4.2%	5.8%	-	-	-	-	131,061	409	131,470
Apr-14	10,065	41,894	46,458	98,417	4.0%		-	-	-	-	98,417	455	98,872
May-14	18,993	58,791	83,683	161,467	6.6%		-	-	-	-	161,467	455	161,922
Jun-14	44,865	69,190	101,053	215,107	2.4%	4.1%	-	-	-	-	215,107	455	215,562
<b>Total FY14</b>	<b>\$ 384,342</b>	<b>\$ 792,081</b>	<b>\$ 923,047</b>	<b>\$ 2,099,470</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,099,470</b>	<b>\$ 7,438</b>	<b>\$ 2,106,908</b>
FY13 vs FY14	11.2%	4.5%	3.3%	5.1%	or	5.12%	n/a	n/a	n/a	n/a	5.1%	TaxableSalesFY14	\$ 110,498,402
					\$	102,265							
Jul-14	84,053	104,935	118,876	307,864	2.5%		-	-	-	-	307,864	440	308,304
Aug-14	93,049	117,674	111,016	321,739	10.0%		-	-	-	-	321,739	498	322,236
Sep-14	49,804	84,149	78,813	212,767	7.9%	6.6%	-	-	-	-	212,767	246	213,013
Oct-14	18,589	50,665	52,266	121,519	2.0%		-	-	-	-	121,519	604	122,123
Nov-14	8,530	43,076	78,311	129,917	-0.3%		-	-	-	-	129,917	359	130,276
Dec-14	20,944	74,617	105,885	201,446	13.0%	5.9%	-	-	-	-	201,446	293	201,739
Jan-15	15,285	52,940	54,543	122,768	-4.2%		-	-	-	-	122,768	281	123,049
Feb-15	25,805	74,286	69,705	169,795	15.1%		-	-	-	-	169,795	166	169,961
Mar-15	16,336	51,183	53,368	120,887	-7.8%	1.6%	-	-	-	-	120,887	227	121,114
Apr-15	11,755	50,637	45,835	108,227	10.0%		-	-	-	-	108,227	263	108,490
May-15	23,911	61,756	96,773	182,441	13.0%		-	-	-	-	182,441	288	182,728
Jun-15	39,483	78,394	88,316	206,194	-4.1%	4.6%	-	-	-	-	206,194	301	206,495
<b>Total FY15</b>	<b>\$ 407,543</b>	<b>\$ 844,313</b>	<b>\$ 953,707</b>	<b>\$ 2,205,564</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,205,564</b>	<b>\$ 3,966</b>	<b>\$ 2,209,529</b>
FY14 vs FY15	6.04%	6.59%	3.32%	5.05%	or	5.05%	n/a	n/a	n/a	n/a	5.1%	Taxable Sales FY15	\$ 116,082,301
					\$	106,094							
Jul-15	78,513	111,068	117,342	306,922	-0.3%		39,256	55,534	58,671	153,461	460,383	377	460,760
Aug-15	69,374	114,956	101,484	285,814	-11.2%		34,687	57,478	50,742	142,907	428,722	752	429,474
Sep-15	-	-	-	-			-	-	-	-	-	-	-
Oct-15	-	-	-	-			-	-	-	-	-	-	-
Nov-15	-	-	-	-			-	-	-	-	-	-	-
Dec-15	-	-	-	-			-	-	-	-	-	-	-
Jan-16	-	-	-	-			-	-	-	-	-	-	-
Feb-16	-	-	-	-			-	-	-	-	-	-	-
Mar-16	-	-	-	-			-	-	-	-	-	-	-
Apr-16	-	-	-	-			-	-	-	-	-	-	-
May-16	-	-	-	-			-	-	-	-	-	-	-
Jun-16	-	-	-	-			-	-	-	-	-	-	-
<b>Total FY16</b>	<b>\$ 147,887</b>	<b>\$ 226,024</b>	<b>\$ 218,826</b>	<b>\$ 592,736</b>			<b>\$ 73,943</b>	<b>\$ 113,012</b>	<b>\$ 109,413</b>	<b>\$ 296,368</b>	<b>\$ 889,104</b>	<b>\$ 1,129</b>	<b>\$ 890,234</b>
FY15 vs FY16	-16.50%	1.53%	-4.81%	-5.86%	or	-5.86%	n/a	n/a	n/a	n/a	41.2%	Taxable Sales FY16	\$ 46,794,971
					\$	(36,866)							
FY16 % of Collections	25%	38%	37%				25%	38%	37%				
<b>Grand Total</b>	<b>\$ 4,910,351</b>	<b>\$ 10,263,257</b>	<b>\$ 12,318,640</b>	<b>\$ 27,492,248</b>			<b>\$ 73,943</b>	<b>\$ 113,012</b>	<b>\$ 109,413</b>	<b>\$ 296,368</b>	<b>\$ 27,788,616</b>	<b>\$ 760,889</b>	<b>\$ 28,550,055</b>
% of Total Collections	18%	37%	45%				25%	38%	37%			2.7% Average since '96	

**Resort Tax Report  
Reported in the Month Businesses Paid Tax**

**2% Resort Tax Collections by Month**



**Total Resort Tax Collections by Month (3% Effective 7/1/15)**



Total Taxable  
Sales Since 1996  
\$ 1,462,558,752

Total Collected  
\$ 29,251,175

5% Admin  
\$ 1,462,559

Public Portion  
\$ 27,788,616



United States  
Department of  
Agriculture

Forest  
Service

Tally Lake  
Ranger District

650 Wolfpack Way  
Kalispell, MT 59901  
(406) 758-5200  
Fax (406) 758-5367

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File Code: 1950

Date: October 1, 2015

Greetings,

A team of specialists from the Tally Lake Ranger District on the Flathead National Forest is in the process of developing the purpose and need and proposed action for the **Whitefish Municipal Watershed Fuels Reduction Project** (WMWFRP) on National Forest System lands. The project's location is northeast of Whitefish and within the Municipal Watershed. A description can be accessed at: [www.fs.usda.gov/projects/flathead/landmanagement/projects](http://www.fs.usda.gov/projects/flathead/landmanagement/projects).

We are hosting an **Open House** on **October 21, 2015**. Please join us from **430PM to 730PM** at the **Whitefish Community Center** located at **121 E. 2nd Street** in Whitefish. Our resource specialists and district ranger will be able to provide information on this project. We invite to you to provide your input for the team to consider.

If you wish to remain on the mailing list for this project, please let us know. If we do not hear from you, your name will be removed.

Please contact Deb Bond, Planning Team Leader, at 406-758-5318, email [dbond01@fs.fed.us](mailto:dbond01@fs.fed.us), or mail, Attn: WMWFRP, Flathead National Forest, Tally Lake Ranger District, 650 Wolfpack Way, Kalispell, MT 59901. The fax is: (406) 758-5379.

Thank you and we look forward to hearing from you.

Sincerely,

LISA A. TIMCHAK  
District Ranger



# PROJECT REVIEW

DATE: 13 OCTOBER, 2015

## NEW CITY HALL and PARKING STRUCTURE CITY OF WHITEFISH REPORT TO CITY COUNCIL and STAFF

---

### ACTIVITIES COMPLETE

- Asbestos Abatement is now complete in all areas and final clearances have been issued by EarthTech Environmental.
- The Coldwell Banker building has been razed.
- Demolition of the Old Fire Hall was started on Monday, October 12th.
- The second OAC meeting (Owner, Architect & Contractor) was held onsite on October 5th.
- The pre-bid meeting for the Shell Package was held on October 6th. There were representatives from ten subcontractors present. These were electrical, plumbing, concrete, etc. companies.
- A meeting with Northwestern Energy was held on site on October 13th to determine the best method of working in close proximity to the existing 6 in. gas main in the alley. (Footings for the parking structure will be within 3-4 ft of the pipe.)

### ACTIVITIES IN PROGRESS

- Equipment and material purchased at the surplus sales auction is still being removed from the site. Then purchasers of the elevator and jail cells in 402 2nd (Council Chambers, old jail) require some minimal assistance from the Demolition Contractor. Martel to coordinate.
- Installation of covered "board walk" along 2nd St.
- Demolition of the Fire Hall.
- Demolition of the City offices, Council chambers, old jail etc.
- Site cleanup of residual demolition debris.
- Preparation and bidding of a shoring installation package.
- Installation of temp water services for construction.

### ACTIVITIES PLANNED (3 WEEK LOOK AHEAD)

- Completion of all demolition work and site cleanup.
- Execution of a contract with the Excavation and Backfill Contractor.
- Selection of a shoring contractor.
- Start of excavation and site prep - Nov 2nd.
- Removal of existing water services and prepping tie-ins for either abandonment or for future use.
- Receipt of bids for the Shell Package.
- Start installing Rammed Aggregate Piers - Nov. 16th

### CONTRACT ACTIVITIES

- Extended the bid date, for Bid Package 5 (Shell), to October 22nd to allow additional time for bidders to review recent addendums.
- Issued Addendum No. 1 for bid package 5 October 2nd - General Clarifications.
- Issued Addendum No. 2 - bid package 5 - October 8th
- Removed shoring from Excavation contract, in order to better evaluate and structure the scope.

### FUTURE SCHEDULED ACTIVITIES

- Start concrete work - mid to late December.

### COMMUNICATIONS TO THE PUBLIC

- A second press release was published in the October 14th Pilot, to inform the public of the start of demolition, construction traffic routes, pending sidewalk closures, and overall site activities.

Mike Cronquist  
Owners Representative

# Agenda for Montana League of Cities and Towns Annual Conference

## Wednesday, October 7th

- 7:30 a.m.– **FOYER**  
5:00 p.m. Registration
- 
- 8:00 a.m.– **MADISON ROOM**  
Noon Municipal Clerks Meeting
- 
- 8:00 a.m.– **HYALITE ROOM**  
4:00 p.m. Public Works Directors Meeting
- 
- 8:00 a.m.– **CLARK ROOM**  
Noon City Managers Meeting
- 
- 8:00 a.m.– **LEWIS ROOM**  
Noon Chiefs of Police Association Meeting
- 
- 12:30 p.m. **GRANTREE INN PARKING LOT**  
MLCT/MMIA 5K Fun Run  
Lunch
- 
- 12:30 p.m. **BRIDGER CREEK GOLF COURSE**  
Golf Scramble
- 
- 1:30 p.m.– **CLARK ROOM**  
2:30 p.m. Legislation Resolutions Committee
- 
- 2:00 p.m.– **MONTANA ROOM\***  
5:00 p.m. Chiefs of Police Association Meeting  
Continued
- 
- 2:30 p.m.– **MADISON ROOM**  
3:30 p.m. MMIA Board of Directors Meeting
- 
- 3:30 p.m.– **LEWIS ROOM**  
4:30 p.m. MLCT Audit Committee Meeting
- 
- 4:30 p.m.– **HYALITE ROOM**  
6:00 p.m. MLCT Board of Directors Meeting
- 
- 6:00 p.m.– **BAXTER HOTEL**  
9:00 p.m. President's Reception

## Thursday, October 8th

- 7:30 a.m.– **FOYER**  
5:00 p.m. Registration
- 
- 7:15 a.m.– **GALLATIN ROOM\***  
8:00 a.m. League Committee Meeting
- Nominating
  - Credentials
  - Finance & Dues
  - Conference Site
- 
- 8:00 a.m.– **GRAND BALLROOM**  
8:45 a.m. Opening General Session
- Call to Order
  - Presentation of Colors
  - Pledge
  - Invocation
  - Mayor's Welcome
  - Response from 1st VP
  - Roll Call
  - Introductions
- 
- 8:45 a.m.– **GRAND BALLROOM**  
9:30 a.m. The Perfect Self-Funded Plan—  
Your Options, Strategies, and  
Future Opportunities\*\*  
**Adam V. Russo, Esq.**, CEO, *The Phia Group*
- 
- 9:45 a.m.– **ATRIUM**  
10:00 a.m. Coffee Break
- 
- **CONCURRENT SESSIONS**
- 10:00 a.m.– ► **MADISON ROOM**  
10:45 a.m. DEQ'S Water Integration  
**Tom Livers**, Director, DEQ
- 10:00 a.m.– ► **HYALITE ROOM**  
10:45 a.m. Hot Topics in Bonding Finance  
**Dan Semmens**, Partner, *Dorsey & Whitney*  
**Aaron Rudio**, Senior Vice President, *DA Davidson*  
**Dale Bickell**, Chief Administrative Officer,  
*City of Missoula*

\*Located in the Holiday Inn

\*\*Brought to you by the Joe Menicucci Educational Program.

► **CONCURRENT SESSIONS**

- 11:00 a.m.– ► **MADISON ROOM**  
11:45 a.m. Property Tax Reappraisal  
**Mike Kadas**, *Director, Department of Revenue*
- 11:00 a.m.– ► **HYALITE ROOM**  
11:45 a.m. Montana Infrastructure Report Card  
**Shoots Veis**, *Senior Project Engineer, Interstate Engineering*

- 12:00 p.m.– **GALLATIN/JEFFERSON ROOM\***  
1:00 p.m. Lunch with **Governor Steve Bullock**

► **CONCURRENT SESSIONS**

- 1:15 p.m.– ► **MADISON ROOM**  
2:00 p.m. Social Media & Employee Discipline  
**Jill Gerdrum**, *Partner, Axilon Law Group*  
**Angela Simonson**, *HR/Employment Practices Specialist, MMIA*

- 1:15 p.m.– ► **HYALITE ROOM**  
2:00 p.m. Municipal Separate Storm Sewer System (MS4) Update  
**Vern Heisler**, *Public Works Deputy Director, City of Billings*

- 2:15 p.m.– ► **MADISON ROOM**  
3:00 p.m. Ingenuity Saves Ennis Hundreds of Thousands of Dollars on Wastewater Lagoon  
**David Crawford**, *President, TD & H Engineering*

- 2:15 p.m.– ► **HYALITE ROOM**  
3:00 p.m. Public Sector Compliance and Consultation Overview  
**Jerry Laughery**, *Compliance Supervisor, Safety Bureau, Department of Labor & Industry*

- 3:15 p.m. **ATRIUM**  
Coffee Break

► **CONCURRENT SESSIONS**

- 3:30 p.m.– ► **MADISON ROOM**  
4:15 p.m. State Agency Collaboration: Strengthening Main Streets and Creating Resilient Communities  
**Doug Mitchell**, *Deputy Director, Dept. of Commerce*  
**Mike Tooley**, *Director, Dept. of Transportation*

- 3:30 p.m.– ► **HYALITE ROOM**  
4:15 p.m. Value of Investing in Employee Health  
**Pete Shatwell**, *Vice President, It Starts With Me*

- 4:30 p.m.– ► **MADISON ROOM**  
5:15 p.m. City County Partnerships  
**Ron Alles**, *City Manager, City of Helena*  
**Eric Bryson**, *Chief Administrative Officer, Lewis & Clark County*  
**Jim Smith**, *Mayor, City of Helena*  
**Andy Hunthausen**, *County Commissioner, Lewis & Clark County*

- 4:30 p.m.– ► **HYALITE ROOM**  
5:15 p.m. Montana City and Town Revenue Sources  
**Jeff Walters**, *Chairman Billings Chamber*  
**Mayor Thomas Hanel**, *Billings*  
**Mayor Larry Bonderud**, *Shelby*  
**Senator Dick Barrett**, *SD 45, Missoula*  
**Bob Story**, *Executive Director, MT Taxpayer Assn.*

- 5:15 p.m. **ATRIUM**  
Social Hour

- 7:00 p.m. **GRAND BALLROOM**  
Annual Banquet  
**Music by The Wench**



\*Located in the Holiday Inn

# Friday, October 9th

7:30 a.m.– **FOYER**  
Noon Registration

7:00 a.m. **GALLATIN/JEFFERSON ROOM\***  
Inspirational Breakfast  
Pastor Bryan Hughes, *Grace Bible Church*

8:00 a.m. **MADISON/LEWIS ROOM**  
MLCT Annual Business Meeting

- Roll Call
- President's Report
- Executive Director's Report
- Committee Reports
- MMCT/FOA Report
- Old Business
- New Business
- Election of Officers
- Adjournment

9:30 a.m. **MADISON/LEWIS ROOM**  
MMIA Annual Business Meeting

10:00 a.m. **CLARK ROOM**  
MMIA Board Meeting—Election of Officers

10:00 a.m. **ATRIUM**  
Coffee Break

## ► CONCURRENT SESSIONS

10:15 a.m.–► **MADISON ROOM**

11:00 a.m. Capital Project Startup—Hiring Consultants and Funding Planning Activities

**Water, Wastewater and Solid Waste Action Team**

**Steve Troendle**, *Director, USDA*

**Karen Sanchez**, *Civil Engineer, USDA Rural Development*

**Julie Flynn**, *Bond Program Officer, Montana Board of Investments*

**Anna Miller**, *Financial Bureau Chief, DNRC*

**Gus Byrom**, *Outreach Coordinator, Department of Commerce*

10:15 a.m.–► **HYALITE ROOM**

11:00 a.m. "These Informed Decisions are Much More Difficult." Capital Improvement Plans

**Tim Magee**, *Former Administrative Services Director, City of Helena*

**Mayor Jim Smith**, *City of Helena*

11:15 a.m.–► **GRAND BALLROOM**

Noon A Slick Situation—Glendive Oil Spill

**Mary Jo Gehmert**, *Disaster Emergency Services Coordinator, Dawson County*

**Mayor Jerry Jimison**, *City of Glendive*

12:15 p.m. **GALLATIN/JEFFERSON ROOM\***

Luncheon

- Installation of Officers
- Address of President Elect
- Urban Forestry Excellence Awards
- Awards, Prizes, Drawings



\*Located in the Holiday Inn

**RESOLUTION NO. 15-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, APPROVING AN INTERLOCAL AGREEMENT FOR TEMPORARY COMMERCIAL BUILDING PLAN REVIEWS AND POSSIBLE BUILDING INSPECTIONS WITH THE CITY OF KALISPELL**

WHEREAS, as authorized by Montana's Interlocal Agreements Law, Section 7-11-101, et seq., MCA, the City of Whitefish may enter into Interlocal Agreements with other local government units to cooperate in the provision of a service, activity or undertaking; and,

WHEREAS, given some long term illnesses in the City of Whitefish building inspection program, the City of Whitefish has a temporary need to contract out for commercial building plan reviews and for some possible building inspections; and,

WHEREAS, the City of Kalispell is able and willing to provide the temporary contractual services for commercial building plan reviews and for some possible building inspections.

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

Section 1: The Interlocal Agreement between the City of Whitefish and the City of Kalispell, a copy of which is attached as Exhibit "A," is hereby approved.

Section 2: The Whitefish City Manager is authorized to execute the attached Agreement on behalf of the City of Whitefish, and is directed to fulfill all of the City's obligations under such Agreement.

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

## **INTERLOCAL AGREEMENT**

**between**

**THE CITY OF WHITEFISH**

**and**

**THE CITY OF KALISPELL**

The **CITY OF WHITEFISH**, hereinafter referred to as “WHITEFISH”, a municipal corporation duly formed and authorized pursuant to Montana state law and the **CITY OF KALISPELL**, hereinafter referred to as “KALISPELL” a municipal corporation duly formed and authorized pursuant to Montana state law hereby enter into agreement as set forth below.

### ***RECITALS***

- WHEREAS**, Title 7, Chapter 11, Part 1, M.C.A., known as the “Interlocal Cooperation Act,” permits governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and
- WHEREAS**, said Act provides that an Interlocal agreement may be authorized and approved by the governing body of each party to said contract; and
- WHEREAS**, WHITEFISH is a municipal corporation of the State of Montana located within Flathead County, Montana and is duly organized and in existence pursuant to the terms of *MCA Title 7 Chapter 3 Part 43*; and
- WHEREAS**, KALISPELL is a municipal corporation of the State of Montana located within Flathead County, Montana and is duly organized and in existence pursuant to the terms of *MCA Title 7 Chapter 3 Part 43*; and
- WHEREAS** WHITEFISH requires professional services to be performed in connection with Commercial Building Plan Reviews in the City of WHITEFISH, Montana (the "Project"); and
- WHEREAS**, KALISPELL represents that its municipal Building Department staff is fully qualified and capable to perform such services and is in compliance with federal and state law relating to the provisions of such service; and
- WHEREAS**, WHITEFISH desires to have KALISPELL perform such professional services, and KALISPELL is willing to do so.

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EXHIBIT A

Interlocal Agreement – Page 1

***NOW THEREFORE, IT IS AGREED*** by and between WHITEFISH and KALISPELL, each a local government agency of the State of Montana, and pursuant to *MCA 7-11-104*, that it is to their mutual benefit to adopt this Interlocal Agreement as follows:

1. **SCOPE OF WORK OR SERVICES; COMPENSATION:**

- A. KALISPELL shall furnish professional services, obligations, and responsibilities under this Agreement, more particularly set forth in Exhibit "A," Scope of Service, attached hereto and incorporated herein by this reference.
- B. WHITEFISH shall pay for services from time to time, as set forth in Exhibit "B," Compensation Schedule, attached hereto and incorporated herein by this reference, in an amount not to exceed \$100,000.00.
- C. WHITEFISH shall pay KALISPELL within thirty (30) days following receipt from KALISPELL and approval by WHITEFISH of invoices showing the services performed and the name of the Project. KALISPELL shall certify on the invoices that KALISPELL has performed the services in full conformance with this Agreement and is entitled to receive payment. KALISPELL shall indicate on the invoices the Building Review project, together with a description of the services provided with respect to each employee or agent, and the Building Plan Review fee charged therefore. The amounts of payment and schedule of submission of invoices are set forth in Exhibit "B."
- D. KALISPELL may select the time and place of performance hereunder, provided, however, that access to WHITEFISH documents, records, and the like, if needed by KALISPELL, shall be available only during WHITEFISH's normal business hours.

2. **COORDINATION AND ORGANIZATION:**

- A. KALISPELL shall coordinate its performance with the WHITEFISH's project manager. KALISPELL shall advise and inform WHITEFISH's project manager of the work in progress on the Project in sufficient detail so as to assist WHITEFISH's project manager in making presentations and in holding meetings for the exchange of information.

The designated contact for WHITEFISH is:

David Taylor  
Planning and Building Director  
PO Box 158  
Whitefish, Montana 59937

406-863-2416

The designated contact for KALISPELL is:

Jeff Clawson  
Chief Building Official  
201 1st Avenue East  
Kalispell, MT 59901  
406-758-7739

- B. The parties acknowledge that a substantial inducement to WHITEFISH for entering this Agreement was and is the reputation and skill of key employee Jeff Clawson. WHITEFISH shall have the right to approve any person proposed by KALISPELL to replace such key employee.
3. **INSURANCE:** WHITEFISH acknowledges that KALISPELL has the same levels of insurance coverage through the Montana Municipal Interlocal Authority as WHITEFISH and as such provides the same degree of insurance protection as would exist if WHITEFISH was utilizing its own personnel for the Project. KALISPELL shall comply with all applicable requirements of Montana's Workers' Compensation Act, and the Occupational Disease Act.
4. **INDEMNITY:** WHITEFISH agrees to indemnify and hold KALISPELL harmless of and from any and all claims, demands, actions, suits, proceedings or judgments based upon the negligence of WHITEFISH employees in its performance or failure to perform the services contracted for.
- KALISPELL agrees to indemnify and hold WHITEFISH harmless of and from any and all claims, demands, actions, suits, proceedings or judgments based upon the Plan Review of WHITEFISH's building codes and not resulting from the negligence of WHITEFISH's employees.
5. **ASSIGNMENT AND SUBCONTRACTING:** This Agreement contemplates the personal services of KALISPELL and KALISPELL's employees, and the parties acknowledge that a substantial inducement to WHITEFISH for entering this Agreement was and is the professional reputation and competence of KALISPELL and KALISPELL's employees. KALISPELL shall not assign its rights or delegate its duties hereunder, or any interest herein, or any portion hereof, without the prior written consent of WHITEFISH, except that KALISPELL may, upon written consent of the Whitefish City Manager obtained in advance, assign any monies due or to become due the KALISPELL hereunder. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation. Furthermore, KALISPELL shall not subcontract any portion of the performance required hereunder without the prior written consent of the Whitefish City Manager or his designee, nor substitute an approved subcontractor without said prior written consent to the

substitution. Nothing stated in this Paragraph 5 shall prevent KALISPELL from employing as many employees as KALISPELL deems necessary for performance of this Agreement.

6. **CONFLICT OF INTEREST:** KALISPELL, by executing this Agreement, certifies that, at the time KALISPELL executes this Agreement and for its duration, KALISPELL does not and will not perform services for any other client which would create a conflict, whether monetary, scheduling, or otherwise, as between the interests of WHITEFISH hereunder and the interests of such other client.

7. **MATERIALS:** KALISPELL shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of KALISPELL's obligations.

8. **OWNERSHIP OF DATA:** All materials, information and data prepared, developed, or assembled by KALISPELL or furnished to KALISPELL in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of WHITEFISH. Data shall be given to WHITEFISH, and WHITEFISH shall have the unrestricted right to use and disclose the Data in any manner for use in connection with the project for which it is intended without payment of further compensation to KALISPELL. Copies of Data may be retained by KALISPELL but KALISPELL warrants that Data shall not be made available to any person or entity for use without the prior written approval of WHITEFISH. Said warranty shall survive termination of this Agreement for ten (10) years. It is agreed that KALISPELL's referral to Data in general terms for the purpose of listing past professional experience in future marketing endeavors is not a violation of this warranty.

9. **CONFIDENTIALITY:** KALISPELL shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder during this Agreement and for ten (10) years following expiration or termination of this Agreement. In addition, KALISPELL shall keep confidential all information whether written, oral, or visual, obtained by any means whatsoever in the course of KALISPELL's performance hereunder for the same period of time. KALISPELL shall not disclose any or all of the Data to any third party, nor use it for KALISPELL's own benefit or the benefit of others except for the purpose of this Agreement.

10. **CHANGES AND EXTRA SERVICES:**

- A. WHITEFISH may make changes within the general scope of this Agreement. Change orders shall be in writing and shall state the dollar amount of the change, the method of payment, any adjustment in the time for performance and, when negotiated prices are involved, shall provide for the KALISPELL's signature indicating acceptance. If KALISPELL estimates that change will cause an increase or decrease in the cost or time required for performance,

KALISPELL shall so notify WHITEFISH of that fact. Any notification by KALISPELL shall be provided within ten (10) calendar days from the date of receipt by KALISPELL of the change order. In addition, KALISPELL shall notify WHITEFISH when KALISPELL identifies a condition which may change the initial scope of work or services. All change orders shall be deemed part of this Agreement.

- B. WHITEFISH may request in a change order that KALISPELL perform extra services not covered by the scope of work or services, and KALISPELL shall perform such extra services. WHITEFISH shall pay for such extra services as specified in the change order. WHITEFISH shall not be liable for payment of such extra services nor shall KALISPELL be obligated to perform such extra services unless and until the change order is signed by both parties. Extra services shall not exceed twenty-five percent (25%) of the contract price, as set out in Exhibit "B," without prior approval of the WHITEFISH Council.

**11. TERMINATION:**

- A. Either party may terminate this Agreement by giving ten (10) days' prior written notice to the other party in the event of substantial failure by such other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
- B. WHITEFISH shall have the right to terminate this Agreement for any reason or no reason at any time by giving ten (10) days' prior written notice to KALISPELL.
- C. In the event of termination under Paragraph 9(A) or Paragraph 9(B), the ten (10) days shall run from the date of deposit in the mail or the date on which personal service is obtained, whichever first occurs. Further, in the event of termination under Paragraph 9(A) or Paragraph 9(B), WHITEFISH shall pay KALISPELL for services satisfactorily performed and costs incurred up to effective date of termination for which KALISPELL has not been previously paid. The procedures for payment in Paragraph 1(C) with regard to invoices shall apply. On the effective date of termination, KALISPELL shall deliver to WHITEFISH all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process, without regard to whether or not KALISPELL has received from the WHITEFISH all compensation that KALISPELL claims is due.

**12. NONDISCRIMINATION:** KALISPELL agrees that all hiring by KALISPELL of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. KALISPELL agrees to comply

with all applicable federal, state, and municipal laws concerning the prohibition of discrimination.

13. **AMENDMENT**: This Agreement, including all exhibits, shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement.

14. **NO THIRD-PARTY BENEFICIARY**: This Agreement is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.

15. **GOVERNING LAW**: This Agreement shall be governed by and construed pursuant to the laws of the State of Montana.

16. **FORUM**: Any legal proceeding to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder shall be maintained only in the courts in the County of Flathead, Montana.

17. **NECESSARY ACTS**: Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

18. **ENTIRE AGREEMENT**: This Agreement, including all exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, whether oral or written, with respect to the subject matter herein.

19. **SEVERABILITY**: If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

20. **NOTICES**: Any notice required hereunder or desired to be given by either party shall be in writing and personally served or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to KALISPELL at its address stated herein, and to the City of Whitefish, Attention: Whitefish City Manager, PO Box 158, Whitefish, Montana 59937. Notice of change of address shall be given in the same manner as stated herein for other notices. The notice shall be deemed given on the date deposited in the mail or on the date personal service is obtained, whichever first occurs.

21. **WAIVER**: The acceptance of any services or the payment of any money by WHITEFISH shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

22. **AUTHORITY:** Each party represents that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to sign this Agreement.

23. **EFFECTIVE DATE:** The effective date of this agreement shall be upon the execution of this document as authorized by the governing bodies of each party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth opposite their signatures.

CITY OF WHITEFISH,  
a municipal corporation

CITY OF KALISPELL  
a municipal corporation

By: \_\_\_\_\_  
Charles C. Stearns  
Whitefish City Manager

By: \_\_\_\_\_  
Douglas Russell  
Kalispell City Manager

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

EXHIBIT "A"            Scope of work or services, including proposed timeline

EXHIBIT "B"            Compensation schedule and procedure for reimbursement of expenses

EXHIBIT A  
Scope of Services

1. Provide commercial building plan review and approval of commercial building permit applications in Whitefish while Whitefish's Chief Building Official is absent from work with an illness. Commercial building permit applications contemplated include, but are not limited to the Whitefish City Hall/Parking Structure project and a possible Marriott Hotel in Whitefish. Other commercial building permit applications are subject to the approval of both Whitefish and Kalispell. Kalispell agrees to perform commercial building plan reviews within 30 days of their receipt of complete plans for review.
2. Provide commercial building plan review and approval of commercial building permit applications in Columbia Falls while Whitefish's Chief Building Official is absent from work with an illness. Commercial building permit applications contemplated include, but are not limited to a possible hotel in Columbia Falls. Other Columbia Falls commercial building permit applications are subject to the approval of both Whitefish and Kalispell. Kalispell agrees to perform commercial building plan reviews within 30 days of their receipt of complete plans for review.
3. As Kalispell has time and as Whitefish may desire, Kalispell could perform commercial building inspection services for Whitefish. Both Kalispell and Whitefish that these additional services are not contemplated at the time of this agreement, but this agreement allows it to occur with the consent of both parties. Compensation shall be as shown on Exhibit B for these services.

**EXHIBIT B**  
**Compensation Schedule**

For commercial building plan reviews, Whitefish receives a building plan review fee equal to 65% of the total building permit fee. Upon payment of the building plan review fee, Whitefish shall retain 15% of the total building permit fee for its costs in administering the building plan review and shall remit 50% of the total building permit fee (the remaining portion of the 65% fee) to Kalispell for their building plan review costs.

If Kalispell's services, on a time and materials basis, on any building plan review that it does for Whitefish exceed the revenues Kalispell receives from the 50% remittance described above because of overtime or other costs, Whitefish agrees to pay such additional costs on a time and materials basis to Kalispell so Kalispell fully recovers all of its costs for providing building plan review services for Whitefish.

If Whitefish and Kalispell agree to have Kalispell provide some commercial building plan inspection services, Whitefish shall pay Kalispell its full costs on a time and materials basis. Hourly time costs shall include, but not be limited to hourly compensation, overtime, all benefits and employer contributions on a direct or pro-rated hourly or percentage basis, and any materials or supplies costs. Kalispell agrees to invoice Whitefish for such costs showing itemized costs for wages, overtime, benefits and employer contributions (can be aggregated), and materials or supplies. Whitefish agrees to remit payment on such invoices within 30 days of receipt of the invoice.

# MEMORANDUM

#2015-035



To: Mayor John Muhlfield  
City Councilors

From: Chuck Stearns, City Manager *Chuck*

Re: Staff Report –A Resolution approving an Interlocal Agreement for temporary commercial building plan reviews and possible building inspections with the City of Kalispell

Date: October 13, 2015

## Introduction/History

With Virgil Bench, our Chief Building Official, out on a long term illness, we need a way to do the plan review for commercial building projects. Our two remaining building inspectors can do residential plan reviews (a third inspector/Code Enforcement officer is also currently out for 4-8 weeks with a neck surgery). Having the capability to do commercial building plan reviews is also critical now that the City Hall/Parking Structure project's building permit applied was submitted.

We looked at options such as contracting out to firms that do plan review. Virgil has used such a company in California in the past when workload or specialty projects demanded contracting out some of that work. We also considered a firm in Colorado and tried to find firms in Montana, but we could not find any private Montana firms that do commercial plan reviews.

I talked with the Kalispell City Manager to see if they might be interested in contracting for some commercial plan reviews even though I thought their workload would be very high given current building activity and the new commercial projects they are seeing on their north side. After talking it over internally, Kalispell felt they could help us with our commercial building plan reviews as they have a little bit of a lull for a few months before their new commercial projects building applications are expected.

## Current Report

I decided to contract with the City of Kalispell after Virgil talked with their Chief Building Official and because keeping the review local keeps money local and also will help our architect,

Ben Tintinger of Mosaic Architecture respond to plan review questions. Ben typically will be in Whitefish every two weeks and can meet with the Kalispell plans reviewer to address any issues.

Attached with this report is a proposed Interlocal Agreement with Kalispell for commercial building plan review services. I drafted the first agreement using our standard consultant contract template and the Kalispell City Attorney felt an Interlocal Agreement was more appropriate, so they revised it into an Interlocal Agreement. Our City Attorney, Angela Jacobs, has reviewed and approved the proposed Interlocal Agreement as well.

#### Financial Requirement

The total plan review fee for a commercial project is 65% of the building permit fee and the building permit fee is based on the construction cost valuation of the project. Virgil said that the industry standard in the International Building Code for contracting out for plan review is that the jurisdiction, the City of Whitefish, keeps 15 of the 65% fee and we send the remaining 50 of the 65% to the contracting agency, in this proposed case, the City of Kalispell. The City of Kalispell has indicated that this fee arrangement is acceptable to them.

#### Recommendation

Staff respectfully recommends the City Council adopt a Resolution approving an Interlocal Agreement for temporary commercial building plan reviews and possible building inspections with the City of Kalispell.

**Part 1**  
**Interlocal Agreements**

**Part Cross-References**

Intergovernmental cooperation, Art. XI, sec. 7, Mont. Const.  
Contracts for detention center services, 7-32-2243.

**7-11-101. Short title.** This part shall be known and cited as the "Interlocal Cooperation Act".

**History:** En. Sec. 2, Ch. 82, L. 1967; R.C.M. 1947, 16-4902.

**7-11-102. Purpose.** It is the purpose of this part to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

**History:** En. Sec. 1, Ch. 82, L. 1967; R.C.M. 1947, 16-4901.

**7-11-103. Definition.** For the purposes of this part, the term "public agency" shall mean any political subdivision, including municipalities, counties, school districts, and any agency or department of the state of Montana.

**History:** En. Sec. 3, Ch. 82, L. 1967; R.C.M. 1947, 16-4903.

**7-11-104. Authorization to create interlocal agreements — issuance of bonds for joint construction — hiring of teacher, specialist, or superintendent.** One or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking or to participate in the provision or maintenance of any public infrastructure facility, project, or service, including the issuance of bonds for the joint construction of a facility under 20-9-404, the hiring of a teacher or specialist under 20-4-201 or a superintendent under 20-4-401, or the hiring of or contracting with any other professional person licensed under Title 37, that any of the public agencies entering into the contract is authorized by law to perform. The contract must be authorized and approved by the governing body of each party to the contract. The contract must outline fully the purposes, powers, rights, obligations, and responsibilities of the contracting parties.

**History:** En. Sec. 4, Ch. 82, L. 1967; R.C.M. 1947, 16-4904(part); amd. Sec. 1, Ch. 397, L. 1997; amd. Sec. 2, Ch. 86, L. 1999; amd. Sec. 1, Ch. 318, L. 2001.

**7-11-105. Detailed contents of interlocal agreements.** The contract authorized by 7-11-104 must specify the following:

- (1) its duration;
- (2) the precise organization, composition, and nature of any separate legal entity created by the contract;
- (3) the purpose or purposes of the interlocal contract;
- (4) the manner of financing the joint or cooperative undertaking and establishing and maintaining a budget for the undertaking;
- (5) the permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and, if applicable, for disposing of property upon a partial or complete termination;
- (6) provision for an administrator or a joint board responsible for administering the joint or cooperative undertaking, including representation of the contracting parties on the joint board;
- (7) if applicable, the manner of acquiring, holding, and disposing of real and personal property used in the joint or cooperative undertaking;
- (8) the contracting party responsible for reports and payment of retirement system contributions pursuant to 19-2-506;
- (9) if applicable, the manner of sharing the employment of a teacher or specialist under 20-4-201, a superintendent under 20-4-401, or a professional person licensed under Title 37; and
- (10) any other necessary and proper matters.

**History:** En. Sec. 4, Ch. 82, L. 1967; R.C.M. 1947, 16-4904(1) thru (8); amd. Sec. 3, Ch. 99, L. 2001; amd. Sec. 2, Ch. 318, L. 2001.

**7-11-106. Repealed.** Sec. 2, Ch. 83, L. 1991.

**History:** En. Sec. 4, Ch. 82, L. 1967; R.C.M. 1947, 16-4904(9).

**7-11-107. Filing of interlocal agreement.** The interlocal contract made pursuant to this part must be filed with:

- (1) the county clerk and recorder of the county or counties where the political agencies are situated; and
- (2) the secretary of state.

**History:** En. Sec. 4, Ch. 82, L. 1967; R.C.M. 1947, 16-4904(10); amd. Sec. 1, Ch. 83, L. 1991.

**7-11-108. Authorization to appropriate funds for purpose of interlocal agreement.** Any public agency entering into an interlocal contract pursuant to this part may appropriate funds for and may sell, lease, or otherwise give or supply to the administrative board created for the purpose of performance of said contract and may provide such personnel or services therefor as may be within its legal power to furnish.

**History:** En. Sec. 4, Ch. 82, L. 1967; R.C.M. 1947, 16-4904(11).

**Part 2**  
**Interlocal Cooperation Commission**

**7-11-201. Statement of policy.** It is hereby declared to be the public policy of Montana to provide for the residents of the state the means of improving their local governments so that essential services can be provided more effectively and economically. The growth of urban population, the necessity to maintain local governmental services in areas of increasing population on one hand and in areas of decreasing population on the other, and the movement of people into suburban areas have created varied problems in the provision of public services and facilities which often cannot be met adequately by individual units of local government.

**History:** En. Sec. 1, Ch. 129, L. 1969; R.C.M. 1947, 11-4401(1).

**7-11-202. Purpose.** It is the purpose of this part to provide a method whereby the residents of local areas in Montana may propose local solutions to the common problems referred to in 7-11-201 in order that proper growth and development of the state may be assured and the health and welfare of the people therein secured.

**History:** En. Sec. 1, Ch. 129, L. 1969; R.C.M. 1947, 11-4401(2).

**7-11-203. Definitions.** As used in this part, the following definitions apply:

- (1) "Commission" means an interlocal cooperation commission established pursuant to 7-11-204.
- (2) "Principal city" means the city having the largest population in the county under consideration according to the latest federal decennial census.
- (3) "Unit of local government" means a county, city, or town.

**History:** En. Sec. 2, Ch. 129, L. 1969; R.C.M. 1947, 11-4402.

**7-11-204. Authorization for establishment of interlocal cooperation commissions.** An interlocal cooperation commission may be established in either of two ways:

(1) A joint resolution providing for the establishment of an interlocal cooperation commission may be adopted by a separate vote of a majority of the governing bodies of the county, cities, and towns having any jurisdiction in the county under consideration. A certified copy of the resolution or certified copies of the concurring resolutions must be transmitted to the clerk and recorder of the county, and an interlocal cooperation commission must be considered to be authorized.

(2) (a) A petition requesting the establishment of an interlocal cooperation commission must be signed by at least 10% of the qualified voters within the county registered for the preceding general election and must be filed with the clerk and recorder of the county.

(b) Upon receipt of a petition, the clerk and recorder shall examine the source and certify to the sufficiency of the signatures. Within 30 days following receipt of the petition, the clerk and recorder shall transmit the petition to the board of county commissioners and to the governing bodies of all cities and towns having any jurisdiction in the county, together with the clerk and recorder's certificate as to the sufficiency of the petition, and an interlocal cooperation commission must be considered to be authorized.

**History:** En. Sec. 3, Ch. 129, L. 1969; R.C.M. 1947, 11-4403(part); amd. Sec. 521, Ch. 61, L. 2007.

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# MEMORANDUM

#2015-034



To: Mayor John Muhlfeld  
City Councilors

From: Chuck Stearns, City Manager *Chuck*

Re: Staff Report – First review of a Water System and Access Easement from the F.H. Stoltze Land and Lumber Company for perpetual access and easements for water lines, water intakes, and related appurtenances

Date: October 13, 2015

## Introduction/History

Since the early 1900's, the City has had an insufficient and inaccurate waterline easement and no road access easement from the F.H. Stoltze Land and Lumber Company (Stoltze) for accessing and maintaining the water system intakes, headgates, and waterline in Haskill Basin. Stoltze has always provided the City access to our water system in Haskill Basin as part of their neighborly accommodation policy, much in the same way that they provide access to Haskill Basin to the public via their roads.

City staff resumed negotiations with Stoltze about five years ago to discuss the language and terms of a permanent water system and road access easement. As other public works project emerged and took priority, City staff continued to make progress on this easement, albeit in a stop and start process. The water system and road access easement issue took on a higher priority in 2014 and 2015 when it was mentioned as one aspect and benefit of pursuing a Conservation Easement with Stoltze for the 3,020 acres of Stoltze land in Haskill Basin.

## Current Report

City staff, with occasional participation by Mayor Muhlfeld, have completed negotiations and language for the Water System and Road Access Easement document with Stoltze. A copy of the proposed easement is attached to this report in the packet. This easement has the review and agreement of Stoltze, their attorney, Utilities Supervisor Greg Acton, City Attorney Angela Jacobs, and me.

Once approved in a future City Council meeting, the easement will not be signed and recorded until the Conservation Easement and Multi-Resource Management Plan (MRMP) are completed

and recorded. We will record this Water System and Road Access Easement prior to the recording of the Conservation Easement and MRMP.

One important aspect of this Water System and Road Access Easement is that, in exchange for receiving this easement, the City will transfer ownership of our two, one acre parcels of land in Haskill Basin which are near, but not on the water intakes of Second and Third Creeks. Getting the actual physical location of the water intakes onto land owned or in an easement was also another goal of the easement negotiations. In exchange for our two, one acre parcels of land (see attachments to this memo), the City will gain the following:

- a perpetual easement on three, one acre parcels of lands on the actual physical location of the headgates and screens for the intakes at First, Second, and Third (three acres of land – see Exhibit B in the easement);
- a perpetual easement on a 40 foot swath of land along our entire system of waterlines in the Stoltze lands in Haskill Basin which equals 7.69 acres of land (see Exhibit A of the Water System and Road Access Easement);
- a perpetual easement on a 30 foot swath of land along the entire roads which Stoltze owns in the 3,020 acres of Haskill Basin land and that is subject to the future Conservation Easement and which equals 30.99 acres of land (see Exhibit A of the Water System and Road Access Easement);

Thus, for giving up fee simple title to two acres of land in Haskill Basin, we are obtaining perpetual easements on 41.68 acres of land in Haskill Basin. Moreover, we do not want ownership of two, “orphan” parcels of land within the 3,020 acres of the Conservation and transferring the title of our two acres of land to Stoltze consolidates all of the ownership of land within the 3,020 acres of land. Therefore, all lands in the 3,020 acres of land will have the same restrictions contained within the future Conservation Easement and MRMP.

### Financial Requirement

There are no financial requirements of this transaction as the consideration of value for our two acres of land is offset by the 41.68 acres of land which will obtain an easement for in the Water System and Road Access Easement.

### Recommendation

There is no action required at this time. We will schedule approval of the easement at a future meeting.

**ROBERT PECCIA & ASSOCIATES**

May 14, 2012

John Wilson, PE  
 City of Whitefish  
 Public Works Director  
 PO Box 158  
 Whitefish, MT 59937

Subject: Draft Certificates of Survey's (COS's) and Easements for  
 Haskill Basin (RPA Job # 11112.000)

John:

RPA has completed the preliminary survey and research for the Haskill Basin Water Intakes and Water Line Project. We have drafted three (3) COS's and an Easement Exhibit. We would like to have a meeting with the following people to review these documents:

City of Whitefish:

John Wilson  
 Greg Acton  
 Mary VanBuskirk  
 Dave Taylor

RPA:

Ryan Mitchell  
 Jason Smith

Below is a narrative of what we have found, regarding record information and what we have proposed with the three COS's and the Easement Exhibit.

The City of Whitefish owns two (2) tracts of land in Haskill Basin. The first is in the 1<sup>st</sup> Creek Area and the second is in the 3<sup>rd</sup> Creek Area.

1<sup>st</sup> Creek Screen Box: Deed per Book 170, Page 151. This is for the 1<sup>st</sup> Creek Intake, which is now a screen box. The deed calls for 1.10 acres, but is actually only 0.569 acre (248' x 100'). It is proposed to perform a Boundary Line Adjustment here so that the property is centered on the screen box and rotated to the waterline.

**HELENA - CORPORATE OFFICE**  
 P.O. Box 5653  
 825 Custer Avenue  
 Helena, MT 59604  
 (406) 447-5000  
 FAX (406) 447-5036

**KALISPELL**  
 P.O. Box 5100  
 102 Cooperative Way, Suite 300  
 Kalispell, MT 59903  
 (406) 752-5025  
 FAX (406) 752-5024

May 14, 2012

John Wilson

Page 2 of 2

2<sup>nd</sup> Creek Intake: No deed or easement exists. It is proposed to create a utility site of 1.00 acre, centered on the 2<sup>nd</sup> Creek Intake. This will be exempt from subdivision review, but needs zoning acceptance.

3<sup>rd</sup> Creek Intake: Deed per Book 201, Page 607. The City owns a 2.00 acre site. The 3<sup>rd</sup> Creek Intake is not located within the deeded property. It is proposed to perform a Boundary Line Adjustment here so that a new 1.00 acre piece of property is centered on the 3<sup>rd</sup> Creek Intake. The remaining 1.00 acre will be transferred back to Stoltz Land and Lumber, and be used to offset the 1.00 acre that was created for the 2<sup>nd</sup> Creek Intake. There will be no change in total ownership acreage.

Access and Utility Easement: No existing access or utility easement could be found from 3<sup>rd</sup> Creek to 1<sup>st</sup> Creek and from 1<sup>st</sup> Creek to Iron Horse. Exhibit "A" shows the location of the waterline and existing roads in the area. We need to review both the map and the easement language to make sure it is what the City wants.

Please review and we look forward to discussing this project with you.

Thank you and please call if you have any questions.

Sincerely

ROBERT PECCIA & ASSOCIATES



Ryan Mitchell, PE, PLS  
Office Manager

K:\Kal-Prod-Data\11112.000 - Haskill Basin Water Survey\D. Correspondence\1. Client\120514jw.Ltr - Draft COS's & Easement For Review.Docx

## Summary of Easements / Documents Surrounding City of Whitefish Water System (that Stoltze is aware of)

### Recorded documents:

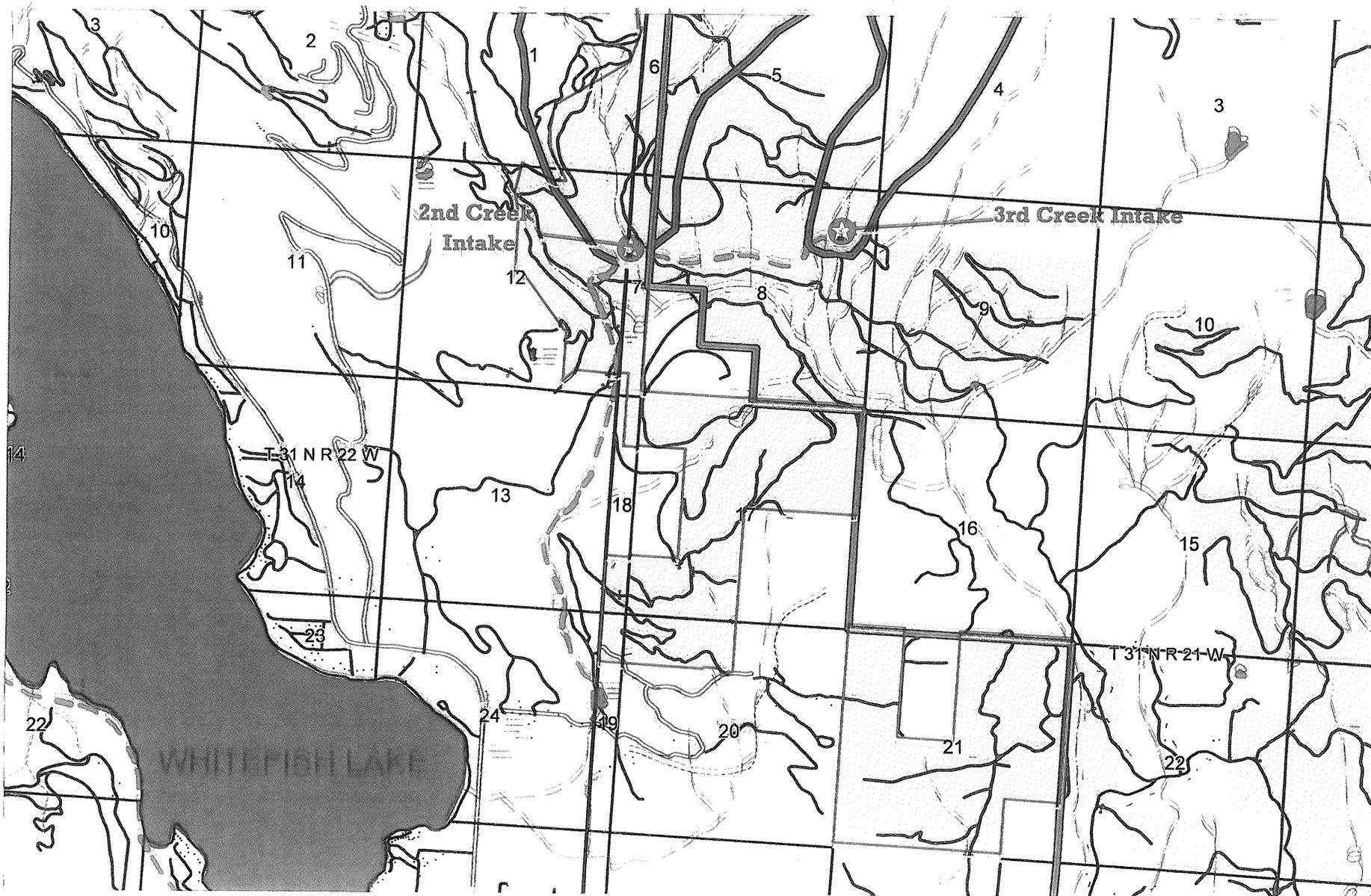
- **Bk. 170 Pg. 151+ - April 15, 1907** deed from State Lumber to City of Whitefish. Recorded in 1920.
  - 1.1 acre site at 1<sup>st</sup> Creek intake.
  - Pipeline Easement from intake to reservoir site in Sec 24 T31N R22W
  - 6.4 Acre Reservoir site in Sec 24 T31N R22W
- **Bk. 201 Pg. 607 July 31<sup>st</sup> 1929** Deed from Mary Ladenburg to City of Whitefish.
  - 2 Ac in Sec 8 T31N R21W Third Creek intake.
- **Bk. 218 Pg 572+ Sept 16, 1935** Deed from F.H. Stoltze to City of Whitefish
  - 23.4 Ac in Sec 19 T31N R21W For reservoir.
  - Stoltze retained ROW for logging railroad or roads.
- **Recording #9509316090 March 31, 1995** Grant Deed from City of Whitefish to Stoltze
  - Reversion of 6.4 Ac reservoir site in Sec 24 T31N R22W from City to Stoltze since no reservoir was ever built here.
  - Now part of Iron Horse.
  - City retained easement for waterline through this parcel in existing location, includes maintenance access.

### Additional Documents:

- **1994-1995** – Title work done at request of Stoltze to find additional documents/easements regarding pipeline ROW between 3<sup>rd</sup> and 2<sup>nd</sup> Creek and 2<sup>nd</sup> Creek and 1<sup>st</sup> Creek intakes, additionally looked for documentation for the intake at 2<sup>nd</sup> creek. No documents were discovered in the title work to answer these issues.
- **August 9, 1983** – Memorandum of Understanding between City of Whitefish, Stoltze, Hamilton Construction and Hydro Management. Terms for replacement of pipeline.
- **May 2, 1932** – Use agreement between Stoltze and City for protection of watershed and fire prevention. One year agreement, never renewed that we can find.

### Outstanding Issues:

- 2<sup>nd</sup> Creek Intake – no records of lease, easement, deed or any other conveyance or authorization for this facility.
- Pipeline ROW 3<sup>rd</sup> Creek to 2<sup>nd</sup> Creek. – no documents showing any type of authorization.
- Pipeline ROW 2<sup>nd</sup> Creek to 1<sup>st</sup> Creek intake. – no documents showing any type of authorization.
- Pipeline ROW from 6.4 Ac tract in Sec 24 to Current Reservoir property in Sec 19 (not Stoltze property now) ✓
- Administrative access rights on road systems accessing water system. No documentation.



1 inch = 3270 feet

Printed: 10/25/2011

FLATHEAD COUNTY, MONTANA

Book  
170  
page 151 +

12/2  
12/2  
Kavanaugh  
5/20

D E E D .

-----000-----

THIS INDENTURE, Made the 15th day of April, in the year one thousand nine hundred and seven, between the State Lumber Company, a corporation organized and existing under and by virtue of the laws of the State of Montana, and doing business in Flathead County, Montana, the party of the first part, and the Town of Whitefish, a municipal corporation, located in the same county, the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TWO HUNDRED FIFTY DOLLARS, lawful money of the United States of America, to it in hand by the said party of the first part, receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, convey and confirm unto the said party of the first part, and to its successors and assigns forever, all the following described lots, pieces or parcels of land, easements, and rights of way, situate and being in the County of Flathead, State of Montana, to-wit:

beginning at a point in the northeast quarter of the southeast quarter of section twelve, township thirty-one, north of range twenty-two, west, Montana Meridian, bearing south eighty-four degrees thirty-seven minutes west, one thousand one hundred twenty and five tenths feet from the quarter corner on the east line of said section twelve; running thence south forty-seven degrees one minute west, fifty feet to the northwest corner; thence south forty-two degrees fifty-nine minutes east two hundred forty-eight feet to the southwest corner; thence north forty-seven degrees one minute east one hundred feet to the southeast corner; thence north forty-two degrees fifty-nine minutes west two hundred forty-eight feet to the northeast corner; thence south forty-seven degrees one minute, west, fifty feet to the place of beginning containing one and one tenth acres, more or less according to the survey and said description. said tract being acquired for an intake site of a pipe line for water system to be used by said second party; also a tract of land to be used by said second party as a reservoir site in connection with said water system, described as follows; beginning at a point in the northeast quarter of the northeast quarter of section twenty-four in township thirty-one, north of range twenty-two, west, Montana Meridian, bearing south fifty-four degrees forty-eight minutes west, nine hundred fifty-five feet and seven tenths feet from the section corner on the meridian line between sections thirteen and twenty-four, said township and range; thence

155  
Irrigation

Beginning at a point in the northeast quarter of the southeast quarter of section twelve, township thirty-one, north of range twenty-two, west, Montana Meridian, bearing south eighty-four degrees thirty-seven minutes west, one thousand one hundred twenty and five tenths feet from the quarter corner on the east line of said section twelve; running thence south forty-seven degrees one minute west, fifty feet to the northwest corner; thence south forty-two degrees fifty-nine minutes east two hundred forty-eight feet to the southwest corner; thence north forty-seven degrees one minute east one hundred feet to the southeast corner; thence north forty-two degrees fifty-nine minutes west two hundred forty-eight feet to the northeast corner; thence south forty-seven degrees one minute, west, fifty feet to the place of beginning, containing one and one tenth acres, more or less according to the survey and said description, said tract being acquired for an intake site of a pipe line for water system to be used by said second party; also a tract of land to be used by said second party as a reservoir site in connection with said water system, described as follows; Beginning at a point in the northeast quarter of the northeast quarter of section twenty-four in township thirty-one, north of range twenty-two, west, Montana Meridian, bearing south fifty-four degrees forty-eight minutes west, nine hundred fifty-five feet and seven tenths feet from the section corner on the meridian line between sections thirteen and twenty-four, said township and range; thence south fifty degrees fifty-seven minutes west two hundred twenty-five feet; thence south twenty-four degrees twenty-five minutes east six hundred ninety-two and seven tenths feet; thence east four hundred forty and four tenths feet; thence north fifty degrees fifty-seven minutes east sixty feet; thence north thirty-nine degrees three minutes west seven hundred feet; thence north fifty degrees fifty-seven minutes east seventy-five feet; thence north thirty-nine degrees three minutes west, one hundred feet; thence south fifty degrees fifty-seven minutes west seventy-five feet; thence north thirty-nine degrees three minutes west one hundred fifty feet to the place of beginning, comprising in all, according to said description six and four hundredths acres; also a right of way and easement from said intake site to said reservoir site for digging a ditch and laying therein a water pipe for the purpose of conducting water from said intake site to said reservoir site, and for the purpose of maintaining, repairing, and renewing said pipe along said line, a more particular description of which said pipe line is as follows, to-wit;

*Original  
Reservoir  
in the  
10  
1995*

Beginning at <sup>the</sup> midpoint of a line joining the southeast and southwest corners of said intake site, running thence south fifty-one degrees twelve minutes east two hundred seventy-six feet; thence south fifty-seven degrees twenty-eight minutes east one hundred twenty-seven and eight tenths feet; thence south forty-two ~~degrees twenty-four minutes east~~

104  
DEED RECORD

§ 322—Berkshire South Co., Deeds.

fifty and eight tenths feet; thence south forty-seven degrees fifty-three minutes east one  
:twenty-five degrees and thirty-three minutes east one hundred  
hundred fifty-nine and six tenths feet; thence south thirty-one and five tenths feet; thence  
south twenty-six degrees thirty-one minutes east two hundred sixteen and ninety-five hundredths  
feet; thence south twenty-five degrees twenty-three minutes east one hundred forty-seven and  
eighty-five hundredths feet; thence south seven degrees thirty-six minutes east ninety-nine  
and thirty hundredths feet; thence south twenty-four degrees twenty-four minutes west two  
hundred forty-three and eight tenths feet; thence south thirty-seven degrees thirty-seven  
minutes east two hundred fifty and four tenths feet; thence south four degrees seventeen  
minutes west one hundred eighty-seven and five hundredths feet; thence south forty-three  
minutes west, ninety-eight and seven tenths feet; thence south eighteen degrees thirteen  
minutes west, one hundred forty-eight and nine tenths feet; thence south twelve degrees  
fifty-three minutes west one hundred seventy and seventy-five hundredths feet; thence south  
eighteen degrees thirty-five minutes west, one hundred eighty-five and thirty-five hundredths  
feet; thence south ten degrees two minutes west, ninety-nine feet to intersection with the  
section line between sections twelve and thirteen, two hundred twenty-five feet west of  
section corner; thence south ten degrees two minutes west two hundred ten and five tenths  
feet; thence south seven degrees forty-five minutes east two hundred thirty-one and nine  
tenths feet; thence south five degrees twenty-eight minutes west, one hundred ninety and  
nine tenths feet; thence south two degrees three minutes west three hundred twenty-three  
and fifty-five hundredths feet; thence south ten degrees sixteen minutes west, one hundred  
thirty-four and five hundredths feet; thence south thirty-five degrees twenty-two minutes  
west two hundred sixty-seven and thirty-five hundredths feet; thence south six degrees  
thirty-one minutes west one hundred twenty-seven and one tenth feet; thence south twelve  
degrees forty-seven minutes east one hundred sixty-four and nine tenths feet; thence south  
twenty-two degrees eighteen minutes east one hundred twenty eight and two tenths feet; thence  
south nine degrees forty-nine minutes east two hundred eleven and fifty-five hundredths  
feet; thence south thirty-three degrees west, three hundred seventy and thirty-five hundredths  
feet; thence south nine degrees fifty-six minutes east two hundred seventeen and three tenths  
feet; thence south two degrees fifty-nine minutes east one hundred ninety-seven feet to a  
point on the east and west quarter section line of section thirteen and four hundred eighty-  
feet west of quarter corner; continuing thence south two degrees fifty-nine minutes east  
sixty-three and three tenths feet; thence south thirty-six degrees thirty-one minutes west

thirty-three minutes west one hundred seventy and seventy-five hundredths feet; thence south eighteen degrees thirty-five minutes west, one hundred eighty-five and thirty-five hundredths feet; thence south ten degrees two minutes west, ninety-nine feet to intersection with the section line between sections twelve and thirteen, two hundred twenty-five feet west of section corner; thence south ten degrees two minutes west two hundred ten and five tenths feet; thence south seven degrees forty-five minutes east two hundred thirty-one and nine tenths feet; thence south five degrees twenty-eight minutes west, one hundred ninety and nine tenths feet; thence south two degrees three minutes west three hundred twenty-three and fifty-five hundredths feet; thence south ten degrees sixteen minutes west, one hundred thirty-four and five hundredths feet; thence south thirty-five degrees twenty-two minutes west two hundred sixty-seven and thirty-five hundredths feet; thence south six degrees thirty-one minutes west one hundred twenty-seven and one tenth feet; thence south twelve degrees forty-seven minutes east one hundred sixty-four and nine tenths feet; thence south twenty-two degrees eighteen minutes east one hundred twenty-eight and two tenths feet; thence south nine degrees forty-nine minutes east two hundred eleven and fifty-five hundredths feet; thence south thirty-three degrees west, three hundred seventy and thirty-five hundredths feet; thence south nine degrees fifty-six minutes east two hundred seventeen and three tenths feet; thence south two degrees fifty-nine minutes east one hundred ninety-seven feet to a point on the east and west quarter section line of section thirteen and four hundred eighty-feet west of quarter corner; continuing thence south two degrees fifty-nine minutes east sixty-three and three tenths feet; thence south thirty-six degrees thirty-one minutes west two hundred sixty-nine and five hundredths feet; thence south thirty-four degrees forty-one minutes west one hundred ninety-nine and fifteen hundredths feet; thence south thirty-two degrees forty-four minutes west, two hundred twenty-eight and eight tenths feet; thence south twenty-one degrees one minute west, one hundred sixty-one and two tenths feet; thence south sixteen degrees forty-nine minutes west, two hundred fifty-seven and nine tenths feet; thence south eleven degrees twenty-five minutes west three hundred sixty-four and one tenth feet; thence south two degrees thirty-two minutes west, one hundred eighty-eight and seven tenths feet; thence south thirty-four degrees thirty minutes west one hundred sixty-one and four tenths feet; thence south ten degrees four minutes east one hundred eighty-seven and five hundredths feet; thence south four degrees fifty minutes east four hundred forty and seven tenths feet; thence south twenty-five degrees six minutes east two hundred one feet; thence south fifty-two degrees fifteen minutes east, one hundred feet; to intersection with section line between sections thirteen and fourteen nine hundred eighteen feet west of section corner; continuing thence south fifty-two degrees fifteen minutes east eighty-three and forty-five hundredths feet; thence south fifteen degrees eighteen minutes east, six hundred thirty-seven and five hundredths feet; thence north thirty-nine degrees three minutes west one hundred

# FLATHEAD COUNTY, MONTANA

fifty feet to northeast corner of reservoir tract.

This grant is made subject to the following conditions and reservations: That said rights and easements shall be used by said party of the second part for the uses and purposes herein stated and for no other; that in constructing said ditch and in laying said pipe said second party shall not cut or destroy or remove the standing timber at no place to exceed one rod in width along the course of said survey and on the whole the average width of the strip of land from which timber is cut and removed along said pipe line shall not exceed one-half rod from the intake site to the reservoir site; that in cutting said timber along said pipe line, said second party shall immediately carefully remove and burn all brush, tree-tops and refuse made by it in so cutting said timber in such manner that the same shall not in any way be a menace to the remaining timber by reason of fire or facilitate the spread of fires across said premises or adjacent premises belonging to said first party; that said second party shall be responsible and pay for all damages to adjacent premises resulting from the burning of such brush; that when said pipe shall have been laid the ditch or trench shall be carefully refilled so as to permit passing or crossing over the same in logging or other operations upon said land; that at all points said pipe shall be laid at sufficient depth below the surface to permit said first party constructing and maintaining logging roads over the same, and that at the following designated points, to-wit:

said second party shall sink said pipe to a depth of at least \_\_\_\_\_ feet, so that said first party may excavate and make cuts across said pipe line for logging roads, to a depth of \_\_\_\_\_ feet, the intent hereof being that said pipe shall be laid in sufficient depth so that neither party shall hereafter be damaged or interfered with by said first party building such logging roads; any and all timber upon said intake site and said reservoir site, shall pass with said land by this conveyance and any and all timber along said pipe line not necessarily cut by said second party in constructing its ditch and laying its pipe shall be and remain the property of the party of the first part, unless before said first party shall have removed the same, it shall be deemed necessary by the second party for the protection of its pipe and pipe line to cut and remove such trees; provided however, that in all instances such additional timber cut by the second party shall be within the extreme limits and average width of clearing hereinbefore in this agreement specified; that \_\_\_\_\_ is intended to permit and authorize said second party to work upon and pass

along said pipe line within the designated width for the purpose of constructing said ditch, laying said pipe, and maintaining and repairing the same, it shall not at any time be considered as a right of way or easements for any other purpose or purposes, or a right to extend any fence or fences along such pipe line, and that a violation of the terms, conditions, and reservations herein expressed by said second party shall operate, at the option of the said first party, as a rescission of this agreement and grant, and a reversion to said first party of all rights herein granted;

TO HAVE AND TO HOLD, the above-mentioned and described premises, easements and privileges unto the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate name to be hereunto subscribed by its President, and its corporate seal attached, the day and year first above written.

STATE LUMBER CO.

BY William Read  
President.

(State Lumber Company)  
(Corporate Seal)  
(Of Columbia Falls, Montana)

154

DEED RECORD

D 202 - Dequette-Stork Co. Buils.

STATE OF MONTANA, )  
                          ) SS.  
County of Flathead. )

On this 15th day of April, in the year one thousand nine hundred and seven, before me, Martin Conlin, a Notary Public in and for said County and State, personally appeared William Read, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

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

(Martin Conlin)  
(Notarial Seal)  
(Flathead County, State of Montana)

Martin Conlin  
Notary Public in and for Flathead  
County, Montana.

Filed for record May 14, 1920 at 9:25 A. M.

S. C. BIRCH, County Clerk & Recorder.

By A. C. Hanson, Deputy. Reception No. 1990.

\*\*\*\*\*

\$ 250  
Fees 607

Deed Record No. 201, Flathead County, Montana

WARRANTY DEED

THIS INDENTURE Made the 31st. day of July in the year of our Lord  
one thousand nine hundred and twenty-nine between  
Mary Ladenburg, a widow, of Columbia Falls, County of Flathead and State of Montana,  
part Y of the first part, and

the City of Whitefish, in County of Flathead, Montana, the party of the second part.  
WITNESSETH. That the said part Y of the first part, for and in consideration of the sum of  
Two hundred twenty-five DOLLARS.  
lawful money of the United States of America, to her in hand paid by the said party of  
the second part, the receipt whereof is hereby acknowledged, do es by these presents grant, bargain, sell, convey and confirm unto  
the said part Y of the second part, and to its successors and assigns forever, all th at certain  
lot . piece or parcel of land, situate, lying and being in the County of Flathead  
and State of Montana, and particularly described as follows, to-wit:

A tract of land containing two acres particularly described as follows:  
Beginning at the southwest corner of the Northeast quarter of the Northeast quarter of  
Section eight in Township thirty-one North of Range twenty-one West of Montana Meridian  
thence running East forty rods; thence North eight rods; thence West forty rods and  
thence South eight rods to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and  
the reversion and reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right, title, interest,  
property possession, claim and demand whatsoever, as well in law as in equity, of the said  
part Y of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances,  
unto the said part Y of the second part, and to its successors heirs and assigns forever. And the said party  
of the first part, and her heirs, do hereby covenant that they will forever  
Warrant and Defend all right, title and interest in and to the said premises, and the quiet and peaceable  
possession thereof, unto the said part Y of the second part, its successors and assigns, against the acts  
and deeds of the said part Y of the first part, and all and every person or persons whomsoever, lawfully claiming or to claim  
the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and  
seal the day and year before written.  
Signed, Sealed and Delivered in Presence of )  
Mary Ladenburg (Seal)  
(Seal)  
(Seal)

STATE OF MONTANA )  
County of Flathead: ) ss.

On this 31st. day of July in the year one thousand nine hundred and twenty-nine  
before me: Martin Conlin a Notary Public for the State aforesaid:  
personally appeared: Mary Ladenburg  
known to me: to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that she executed the same.

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

(Martin Conlin)  
(Notarial Seal)  
(Flathead County)  
(State of Montana)

Martin Conlin  
Notary Public for the State of Montana, residing at  
Columbia Falls, Montana,  
My Commission expires March 13, 1932

DL 218  
89 572

New Kas...  
In Jan 1935...  
Current  
Reserve...

Sept 16, 1935  
R/W to Bl...  
Recorded  
Oct 25, 1935

President of the corporation that executed the same and acknowledged that such corporation executed the same.

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

(E. J. Vanduser)  
(Notary Public)  
(State of Montana)

E. J. Vanduser  
Notary Public for the State of Montana  
Residing at Kalispell, Mont.  
My Commission expires Aug 1st, 1937

Filed for record October 25, 1935, 8:55 A.M.

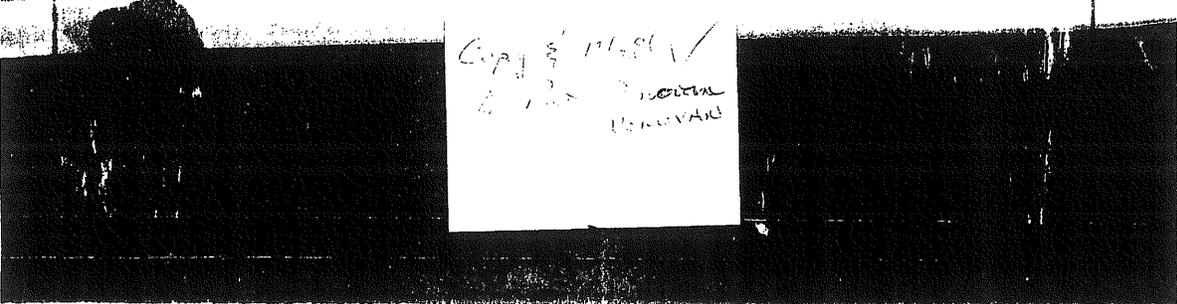
A. J. Shaw, County Recorder, By G. W. Husky, Deputy, Deeds No. 2000

WARRANTY DEED

This Warranty Deed, made the 14th day of September, in the year of our Lord, one thousand nine hundred and thirty-five between J. H. Stolten Land and Lumber Company, a corporation, of the first part and the City of Whitefish, Flathead County, Montana, a municipal corporation, the party of the second part,

Witnesseth that the party of the first part, for and in consideration of the sum of three hundred dollars and no/100 lawful money of the United States of America, to it in lawful money of the said party of the second part, the receipt of which is hereby acknowledged, have by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all those certain lots pieces or parcels of land, situate, lying and being in the County of Flathead and State of Montana, and particularly described as follows to-wit:

Lot numbered four, and the north half of lot numbered one of section nineteen, township thirty-one north, range twenty-one west, containing in all 23.4 acres, more or less; reserving and reserving to said grantor a right-of-way over and across said lands for railroad purposes where there will be no interference with the reservoirs of the grantee placed thereon, and with the right to construct and build roadways or railroads for the purpose of hauling timber over and across said lands, and excepting that the



Copy of 11/28/35  
G. W. Husky  
Deputy

# FLATHEAD COUNTY, MONTANA

F. H. Stoltze Land and Lumber Company, its successors and assigns, shall be held blameless and is hereby released from any results of its logging operations which might damage the pipe lines and ditches belonging to the City of Whitefish and situated on these premises,

Together, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder or remainders, rents, issues and profits thereof, and also all the estate, right title, interest property possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and to its successors, and assigns, forever. And the said party of the first part, and its successors do hereby covenant that they will forever warrant and defend all right title and interest in and to the said premises, and the quiet and peaceable possession thereof, unto the said party of the second part its successors and assigns, against the acts and deeds of the said party of the first part, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto subscribed its corporate name and affixed its corporate seal by its proper officers, thereunto duly authorized.

Signed, Sealed and Delivered in Presence of )	F. H. STOLTZE LAND AND LUMBER COMPANY, a corporation,	SEAL
R M Hadrath	By John H Stoltze, Pres.	SEAL
F. O. Burns	.....	SEAL

(F. H. Stoltze Land & Lumber Company)  
(Corporate Seal)  
(A Montana Corporation)

STATE OF MINNESOTA }  
County of Ramsey } ss.

On this 16th day of September in the year one thousand nine hundred and thirty-five, before me, F. O. Burns, a Notary Public for the State aforesaid, personally appeared John R. Stoltze, known to me to be the president of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

(Notarial Seal)  
(Ramsey Co. Minn.)

F. O. Burns  
Notary Public for the State of Minnesota.  
Residing at St. Paul.  
F. O. Burns,  
Notary Public, Ramsey County, Minn.  
My Commission Expires Dec. 16, 1939.

Filed for record at the request of R. D. Frederick, October 25, 1935, at 9:52 A.M.  
A. J. Shaw, County Clerk & Recorder. By Lucille C. Moe, Deputy. Reopt. No. 2700

###



Box 158, Whitefish, Montana 59937 (406) 862-2640

MEMORANDUM OF UNDERSTANDING

Minutes of a meeting held August 9, 1983 between the City of Whitefish, Stoltze Lumber Company, Hamilton Construction, and Hydro Management, to arrive at an understanding and acceptance of the requirements of Stoltze Lumber Company in order for the other aforementioned parties to replace within the City's easement a water line to the City's reservoir.

- (1) It was agreed and understood that any trees requiring removal will be marked by joint agreement and delivered to Stoltze by Hydro Management,
- (2) Any slash will be pushed into open area. If slash is sizeable, it will be disposed of as per State requirements,
- (3) Hamilton Construction will backfill and clean-up as they go along, and will remain on the easement and established trails as much as possible,
- (4) The City will reseed the steep sloped area 2800 feet up the pipeline to prevent erosion,
- (5) Any extra dirt from excavation may be mounded over pipeline and ditch for future settling and to discourage unauthorized use of the easement.

cc: City of Whitefish  
Stoltze Lumber Company  
Hydro Management Inc.  
Hamilton Construction

AUG 17 1983

8-17-83

95093 16090

GRANT DEED

APPROVED by 4/3/95

This Indenture, made this 31st day of March, 1995 between CITY OF WHITEFISH, f/k/a Town of Whitefish, a municipal corporation, of P.O. Box 158, Whitefish, Montana 59937, as Grantor, and F. H. STOLTZE LAND & LUMBER COMPANY of P.O. Box 1429, Columbia Falls, Montana 59912, as Grantee.

PT E014250

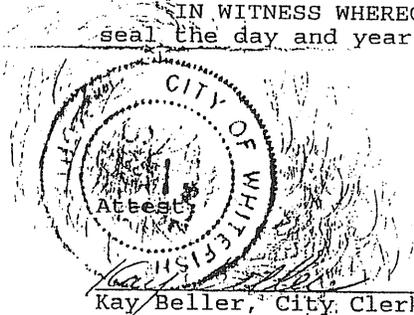
**WITNESSETH**, that the said Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION (\$10.00) to it in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and quitclaim without recourse unto the said Grantee, and to its successors and assigns, forever, all that certain lot, piece, or parcel of land situate, lying and being in the County of Flathead, State of Montana, and particularly described as follows, to-wit:

See Exhibit A attached hereto and by this reference incorporated herein.

SUBJECT TO any and all easements, covenants, reservations or restrictions of record or in open use and enjoyment.

TOGETHER WITH all and singular the hereinbefore described premises together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest; right of dower and right of homestead, possession, claim and demand whatsoever as well in law as in equity, of the said Grantor, of, in or to the said premises, and every part and parcel thereof, with the appurtenances, thereto belonging, TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises together with appurtenances, unto the said Grantee and to its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first hereinbefore written.



Kay Beller, City Clerk

CITY OF WHITEFISH

By James I. Welsh  
James Welsh, Mayor

STATE OF MONTANA )  
County of Flathead ) ss.

This instrument was acknowledged before me on the 31<sup>st</sup> day of March, 1995 by JAMES WELSH AND KAY BELLER, as Mayor and City Clerk of the City of Whitefish.



Nancy L. ...  
Notary Public for the State of MT  
Residing at Whitefish  
My Commission expires 9-19-95

95093 16090

EXHIBIT A

A tract of land situated in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 24, Township 31 North, Range 22 West, PMM, Flathead County, Montana, and more particularly described as follows:

Beginning at a point in the said NE¼NE¼ of Section 24 and bearing South 54°48' West 955.7 feet from the Section corner on the meridian line between Sections 13 and 24, said Township and Range; thence South 50°57' West 225 feet; thence South 24°25' East 692.7 feet; thence East 440.4 feet; thence North 50°57' East 60 feet; thence North 39°03' West 700 feet; thence North 50°57' East 75 feet; thence North 39°03' West 100 feet; thence South 50°57' West 75 feet; thence North 39°03' West 150 feet to the place of beginning,

which parcel is the tract of land referred to as "Reservoir Site" in that certain deed dated April 15, 1907, which deed was recorded on the records of Flathead County, Montana on May 14, 1920, Reception No. 1990. The above-described tract of land is the same as that portion of Tract 1 of Certificate of Survey No. 10054, Reception No. 9035114570, records of Flathead County, Montana, which lies in the Northeast Quarter of the Northeast Quarter (NE¼NE¼) of said Section 24.

(K)

RESERVING UNTO GRANTOR, City of Whitefish, its successors and assigns, an easement for an existing waterline and any replacement thereof, in its current or present location, which waterline runs across the eastern portion of the above-described tract of land in roughly a northwest/southeast direction, TOGETHER WITH access over and across the above-described tract for the purposes of inspecting, repairing, maintaining and replacing such waterline.

STATE OF MONTANA } 08  
County of Flathead }  
Recorded at the request of Warden et al file # 3 day of April 1905 at 409  
and recorded in the records of Flathead County, State of Montana. Mrs. W. H. Humerfield  
Flathead County Clerk and Recorder  
Fee \$ 12.00 Pd. Rebecca Eslick  
Deputy  
DOCUMENT NO. 95093 16090

Warden et al  
Box 3038  
Kalispell Mt 59903-3038

Recording Requested By  
F.H. Stoltze Land & Lumber Co.  
And  
City of Whitefish  
When Recorded Mail To:  
F.H. Stoltze Land & Lumber Co.  
PO Box 1429  
Columbia Falls, MT 59912

## MUNICIPAL WATER SYSTEM EASEMENT AND ROAD ACCESS EASEMENT

THIS EASEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 2015, from F.H. STOLTZE LAND & LUMBER COMPANY, a Montana corporation, whose address is P.O. Box 1429, Columbia Falls, Montana 59912, hereinafter called "Grantor" or "Stoltze," to City of Whitefish, whose address is 418 E. 2nd Street, PO Box 158, Whitefish, MT 59937, hereinafter called "Grantee."

### WITNESSETH:

#### I.

Grantor, for and in consideration of \$1.00, and other valuable consideration received by Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and its respective successors and assigns, subject to existing easements and valid rights, a perpetual, non-exclusive easement and right-of-way for a municipal "Water System" and "Maintenance" thereof (see defined terms in Section II) forty (40) feet in width, twenty (20) feet either side of the centerline of the existing water line. In addition to the linear water line easement, this easement includes three approximately one (1) acre tracts, bounds described below, at each of the water intakes at First, Second and Third Creek to allow for "Water System" and "Maintenance". The easement is along and across lands located in Flathead County, Montana and described as follows:

A Water System and Maintenance easement, in Sections 7, 8, 9, 16, 17, 18, 19, 20, & 22, Township 31 North, Range 21 West and Section 12, Township 31 North, Range 22 West, P.M.M., Flathead County Montana, more particularly described as follows:

A 40 foot wide strip of land, 20 feet on either side of the center of the waterline in place, beginning at the 3rd creek intake; thence through the 2nd creek intake and the 1st creek screen, terminating at the boundary of the Grantors Real Property, with a length of 9,530 feet, more or less, containing 7.69 acres, more or less, as shown on Exhibit "A".

*Tract 1 – First Creek "Water System": Refer to Exhibit B, Sheet B1-*

Legal Description - Tract 1 Easement - F.H. Stoltze Land & Lumber Company

A portion of the Northeast Quarter of the Southeast Quarter, Section 12, Township 31 North, Range 22 West, P.M.M., being more particularly described as follows:

Commencing at the northeast corner of the Northeast Quarter of the Southeast Quarter, Section 12, Township 31 North, Range 22 West, P.M.M.; thence South 63°20'32" West 739.00 feet to the True Point of Beginning; thence South 76°31'01" West 155.00 feet; thence North 13°28'59" West 281.03 feet; thence North 76°31'01" East 155.00 feet; thence South 13°28'59" East 281.03 feet to the point of beginning, containing 1.000 acre of land, more or less.

*Tract 2 - Second Creek "Water System": Refer to Exhibit B, Sheet B2*

Legal Description - Tract 2 Easement - F.H. Stoltze Land & Lumber Company

A portion of the Southeast Quarter of the Northeast Quarter, Section 12, Township 31 North, Range 22 West and Government Lot 2, Section 7, Township 31 North, Range 21 West, P.M.M., being more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter, Section 12, Township 31 North, Range 22 West, P.M.M.; thence North 05°47'55" West 733.06 feet to the True Point of Beginning; thence North 11°21'30" East 264.00 feet; thence South 78°38'30" East 165.00 feet; thence South 11°21'30" West 264.00 feet; thence North 78°38'30" West 165.00 feet to the point of beginning, containing 1.000 acre of land, more or less.

*Tract 3 - Third Creek "Water System": (-Refer to Exhibit B, Sheet B3*

Legal Description - Tract 3 Easement - F.H. Stoltze Land & Lumber Company

A portion of the Northeast Quarter of the Northeast Quarter, Section 8, Township 31 North, Range 21 West, P.M.M., being more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter, Section 8, Township 31 North, Range 21 West, P.M.M.; thence North 31°54'09" West 1599.66 feet to the True Point of Beginning; thence North 76°58'11" West 165.00 feet; thence North 13°01'49" East 264.00 feet; thence South 76°58'11" East 165.00 feet; thence South 13°01'49" West 264.00 feet to the point of beginning, containing 1.000 acre of land, more or less.

The "Water System" described herein is located approximately as shown as the solid lines on **Exhibit "A"** attached hereto and incorporated herein by this reference (the Easement").

Additionally, Grantor, does hereby grant to Grantee and its respective successors and assigns, subject to existing easements and valid rights, a perpetual, non-exclusive easement and right-of-way for construction, reconstruction, use and maintenance of an existing road thirty (30) feet in width, fifteen(15) feet either side of the centerline of the existing road, along and across lands located in Flathead County, Montana and described as follows:

Access: Existing roads as depicted on Exhibit A and as described as:

An access and utility easement, in Sections 7, 8, 9, 16, 17, 18, 19, 20, & 22, Township 31 North, Range 21 West and Section 12, Township 31 North, Range 22 West, P.M.M., Flathead County Montana, more particularly described as follows:

A 30 foot wide strip of land, 15 feet on either side of the center of the road system in place, beginning on Haskill Basin Road and Northwoods Drive, and terminating at Private, United States Forest Service and State of Montana lands, with a length of about 45,000 feet, more or less, containing 30.99 acres, more or less, as shown on Exhibit "A".

The roads described herein is located approximately as shown as lines on **Exhibit "A"** attached hereto and incorporated herein by this reference (the Easement").

The above grant and conveyance is subject to all matters of public record as of the date of this Easement.

## II.

The parties hereto agree that the rights hereinabove granted shall be subject to the following terms and conditions:

### 1. Definitions.

a. For the purposes of this Easement, the words and terms "center line," "portion," "right of way," "road", "roadway", "water line," "water line facility," "water line segment," and "water line structure," shall refer to the plural as well as the singular.

b. Maintenance – maintenance shall be construed to mean inspection, repair, construction, reconstruction, replacement, use and maintenance of the Water System.

c. Water System – is defined as the infrastructure, associated structures, pipelines, gates, head gates, gate valves, water rights, the City’s water in 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Creeks, and other appurtenances located within this easement for the supply and delivery of water from Haskill Basin for the provision of municipal water services to the citizens of Whitefish.

2. Purpose. The municipal Water System easement and right-of-way granted herein is for ingress, egress, and utilities, and locating, occupying, and Maintenance for a water System for municipal water service purposes to supply water from Haskill Basin for use by the City of Whitefish in their provision of public municipal water services.

The road access easement and right-of-way granted herein is for ingress, egress, and Maintenance of the Water System and associated structures for municipal water service purposes to supply water from Haskill Basin for use by the City of Whitefish in their provision of public municipal water services.

3. Utilities and Water Lines. All utilities and water lines within said easement and right-of-way shall be buried so that it will at all points be at a minimum of three (3) feet below the surface of the ground, and shall be installed and maintained in a manner reasonably satisfactory to Grantor. The location of such utility line and waterline shall be clearly marked, including above ground markers and traceable tape or other traceable underground marking, and the markings shall be maintained to the reasonable satisfaction of the Grantor. Grantor shall have no liability or obligation of any kind to the Grantee or other parties for losses or damages due to the interruption of operation or use of said Water System by reason of the exercise by Grantor of its rights reserved herein, if the Grantee fails to meet the requirements of this paragraph.

4. Improvements. The parties acknowledge that Grantor has no obligation to construct any improvements of any type or kind to its lands or the Easement area or assist Grantee in the exercise of any rights granted hereunder, all such improvements desired by Grantee to be done by the Grantee at its sole cost and expense.

5. Relocation. Upon prior notice to Grantee, Grantor reserves unto itself, its successors and assigns, the right at its expense to relocate the easement and right-of-way granted herein subject to the condition that, except for distance and curvature, such relocated Water System or road provides the same type and quality of service as existed prior to such relocation and does not change the point of interconnection on the boundaries of the parties respective properties.

6. Relocation By Grantee. If the Grantee loses road or easement access from other private property owners for the roads shown in Exhibit A, Grantor and Grantee agree to work together to find or build an alternative or re-routed road and easement to provide the Grantee the same access that it enjoyed prior to such loss of road or easement access, with Grantee being responsible for the expenses of road relocation and reconstruction.

7. Right of Way Crossing. Grantor reserves for itself and its successors and assigns, the right to use, cross and recross, patrol and repair said right of way for any and all purposes, in any manner that will not unreasonably interfere with the rights granted to the other party hereunder.

8. Third Parties. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights granted hereunder.

9. Road Maintenance. Roadways shall be constructed and maintained at all times to be in compliance with State of Montana Best Management Practices for the Protection of Water Quality and the Streamside Management Zone law as may be effective at the time of use. Furthermore, Grantee agrees to acquire and comply with, at Grantee cost, all necessary permits, licenses, and authorizations that may be required for the construction, reconstruction, use and maintenance of said right of way and associated facilities and structures. Noxious weeds in said right of way shall be managed to be in compliance with State of Montana law and statute.

The cost of right of way maintenance and noxious weed control shall be allocated on the basis of respective uses of said right of way. When any party uses said right of way, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and noxious weed control occasioned by such use as hereinafter provided. During periods when said right of way, or a portion thereof, is being used solely by one party, such party shall maintain that portion of said right of way so used to the standards existing at the time use is commenced.

During periods when more than one party is using said right of way, or a portion thereof, each party's share of maintenance and noxious weed control management shall be pro rata in proportion to its use thereof. The parties hereto shall meet on an annual basis and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party as mutually agreed, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance and noxious weed control management of the right of way or the portion thereof being used;

(b) A method of payment by which each party using said right of way or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining, resurfacing or noxious weed control management of said right of way or portion thereof; and

For the purposes of this easement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure, road facilities, Water System, waterline structures and Water System facilities as nearly as possible in their present condition or as hereafter improved.

Notwithstanding any provision of this Section Nine, Grantor shall have no obligation for any costs or expenses of maintaining, operating, or replacing the Water System.

10. Right of Way Damage. Each party using any portion of said right of way shall repair or cause to be repaired, at its sole cost and expense, that damage to said right of ways caused by the party which is in excess of that which it would cause through normal and prudent usage of said right of ways. Should inordinate damage to said right of ways occur which is not caused by an authorized user of said right of ways, the Grantor and Grantee shall meet and agree upon the proportionate share of the cost of repair or replacement for such damage.

11. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements to said right of ways in advance of such improvements being made, said improvements shall be solely for the account of the improver. Each party may maintain or improve the right of ways to a higher standard at its own cost, provided that such higher standard of maintenance or improvement accommodates all existing uses at no additional cost to the party whose purposes for use do not require the higher standard.

12. Right-of-Way Timber. Grantor reserves to itself all timber now on or hereafter growing within said easement and right-of-way. Grantee shall have the right to cut timber growing within the easement and right of way herein granted to the extent necessary for constructing, reconstructing, and maintaining the right of ways. Timber so cut shall, unless otherwise agreed, shall be cut into logs of lengths specified by Grantor and decked along the right of ways for disposal by Grantor.

13. Exercise of Rights. Grantee may permit its contractors, licensees, lessees, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein provided that all conditions and requirements of this easement shall apply to all "Permittees" as well.

14. Insurance. Prior to any use right of way granted herein, Grantee, if available to Grantee, and each of its Permittees, which shall include employees, agents, contractors shall obtain and, during the term of such use, maintain a policy of liability insurance in a form and by an insurance company acceptable to Grantor and providing the coverages set forth hereinafter in this Section 14.. Grantor acknowledges that some of the following coverages may not be available to Grantee as a public entity, and agrees that Grantee shall not be in breach or default of this Easement by virtue of such non-availability. However, the following coverages shall apply to all other contractors, subcontractors and others using the easement area.

A. Commercial General Liability Insurance to include minimum limits of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extension of coverage to include, Products and Completed Operations, , Broad Form Property Damage, Cross Liability, and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X,C.U (Explosion, Collapse, or Underground).

B. Comprehensive Automobile Liability insurance covering owned, non-owned, hired and other vehicles (only in excess of existing insurance for a non-owned, hired and other vehicles), with a combined single limit of \$1,000,000 per occurrence Combined Single Limit Bodily Injury, Death and Property Damage.

C. Employer's Liability Insurance, for employee bodily injuries and death, with a minimum limit of \$500,000 each occurrence. In the event the party obtaining the insurance has no employees, then such party shall not be required to carry Employer's Liability Insurance.

D. Contractors (or Loggers) Broad Form B Property Damage Liability Insurance with a limit of \$2,000,000 per occurrence.

E. Worker's Compensation Insurance, with statutory limits as are required by the Workers' Compensation Law in the State in which work is being performed hereunder. No state exemption from workers' compensation insurance as an "owner/executive/partner" is allowed. Grantee shall obtain and maintain during the term and any extension hereof, workers' compensation insurance in an amount of not less than statutory limits for any and all of its employees. If the insuring party fails to comply with applicable workers' compensation law during the term of this agreement, then such party shall refrain from exercising its rights under this agreement until the required workers' compensation insurance is obtained. For Contractors and non-public entities, Workers Compensation and General Liability policy shall have a waiver of subrogation endorsement in favor of Grantor et al, and proof of such endorsement shall be provided to Grantor.

F. Grantor shall be named as an additional insured on all General Liability, Property Damage Liability and Comprehensive Automobile Liability policies both of Grantee and any and all contractors thereof. To the extent such coverage is available to Grantee as a public entity/municipality, the policies specified above shall include endorsements which shall name Grantor, as an additional insured for the duration of the Easement term. The additional insured endorsements must be ISO CG 20 10 07 04 and ISO CG 20 37 07 04 or other forms with like wording. Copy of such policies and all endorsements (Additionally Insured (2 forms)) shall be provided to Grantor prior to execution of any activities authorized under this easement. The endorsements shall be stapled to the Certificate of Insurance and shall be provided to Grantor.

G. The policies specified above shall include an endorsement which shall provide that Grantor, at the addresses above, will be given a 30 - day written notice prior to cancellation, coverage modification or other material change in the policy. No such cancellation, modification or change shall affect Grantee's obligation to maintain the insurance coverages required by this agreement.

H. All liability coverages must be on an "occurrence" basis as opposed to "claims made."

I. Prior to commencement of commercial operations, Grantee or its contractors or Permittees shall furnish to Grantor a certificate of insurance, dated and signed by the stated, authorized agent for the insuring company or companies, containing a representation that coverage of the types listed above is provided with the required limits and the stated endorsements.

J. In addition to the above requirement for commercial operations, all persons using said easement and right-of-way for any purpose shall obtain and maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of Montana and customary in the area of said right-of-way.

K. Any contractor working for Grantee shall be required to maintain the insurance coverages required of Grantee set forth in this Section 14. Any such contractor shall be required to provide Grantor with a Certificate of Insurance meeting the requirements of this Section 14 prior to commencing any work on or in the Easement area.

L. The parties agree to meet as needed to review and revise the limits of insurance coverage set forth in this Section 14.

15. Indemnification.

A. Grantee shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from and against any claims, demands, or actions for damages to property or injury to persons or other damages to persons or entities arising out of or resulting from any intentionally wrongful or negligent act on the part of Grantee, its officers, employees and agents in the exercise of the rights granted herein.

B. Rights and Immunities. In consideration of the terms and conditions of this Easement, Grantor and Grantee rely upon all of the rights and immunities against liability to the full extent of applicable state law, and any other applicable provisions of law, including but not limited to Montana Code Annotated Title 2, Chapter 9.

16. Liens. Grantee shall keep Grantor's property free from liens arising out of the activities of Grantee and shall promptly discharge any such liens that are asserted.

17. Taxes. Grantee shall pay all taxes and/or assessments that may become chargeable against the easement granted herein, arising from Grantee's activities, use, and improvements, if separately assessed by statute.

18. Spill Prevention. Grantee further agrees to adhere to all state and federal laws governing the reporting and cleanup of fuel, oil, and hazardous waste spill. Additionally, the Grantee is required to report all spills to Grantor and is required to have spill kits on site and available for clean-up. Spill kits shall be of size and scope to be sufficient to handle all types and volumes of fuel, oil or hazardous waste as may be present on the site during operations. Spill kits must be maintained in a functional state at all times. The Grantee shall be trained in fuel spill clean-up and reporting requirements of Montana.

19. Fire Suppression/Control. Each time it enters upon the easement area for such purposes as allowed under this Easement, Grantee agrees to prevent and suppress fires on or in the vicinity of the easement area and agrees to immediately notify Grantor of any fires occurring on or near the easement area. Grantee further agrees to comply with all state and federal fire laws and restrictions. Grantee agrees to maintain adequate fire suppression equipment and personnel on site to control fires resulting from Grantee activities. Grantee further agrees to indemnify and hold Grantor harmless from any damages, costs, expenses, claims or causes of action, including attorney's fees and costs, which result from fires caused by the activities of Grantee. Grantor shall have the right at any time and, in its sole discretion, to suspend or condition certain access by Grantee or close its lands to all use by Grantee and others because of fire, fire risk or other emergency reasons.

20. Public Use. Nothing herein shall be construed as a grant of easement or right of way to the public or for public use or use by Grantee in a manner other than specifically identified and readily apparent as associated with the operation of the municipal water supply.

21. Compliance with Applicable Laws and Regulations. Grantee agrees to comply with all applicable laws, regulations, rules and secure such permits, license or authorizations which now exist or hereafter may be required as a result of exercise of any or all rights granted herein.

22. Termination. If Grantee decides this Easement or a portion thereof, is no longer needed to supply water to the Water System of the Grantee, Grantee shall furnish a release in recordable form to Grantor evidencing termination of Grantee's rights to utilize such right of ways or right of way segments.

23. Default. If Grantor determines Grantee has violated the terms of this Easement, Grantor shall give written notice to Grantee of the specific violation and demand corrective action sufficient to cure the violation. If Grantee fails to cure the violation within thirty (30) days after receipt of notice from Grantor, or under circumstances where the violation cannot reasonably be cured within a thirty (30) period, fails to begin curing the violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally corrected, Grantor may bring an action in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, and for any other relief to which Grantor may be entitled, including monetary damages.

24. Rights and Obligations. This grant of Easement shall be recorded at the Flathead County Clerk and Recorder's office, is binding upon the heirs, executors, personal representatives, assigns and successors of the parties hereto and shall run with the land.

25. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Montana. Venue shall be Flathead County, Montana.

26. Integration. Old Easement (First Creek) – The terms of this easement supersede the 1912 Easement between the parties.

27. Acknowledgement of Conservation Easement. The parties acknowledge that this Easement has been entered into pursuant to the Haskill Basin Watershed Deed of Conservation Easement between Grantor, Grantee, and the Montana Department of Fish, Wildlife and Parks (the "Conservation Easement"); and in the event of any inconsistency between the Conservation Easement and this Easement, the Conservation Easement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, as of the day and year first above written.

GRANTOR:  
F.H. STOLTZE LAND & LUMBER COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE:  
CITY OF WHITEFISH

By: \_\_\_\_\_

Name: John M. Muhlfeld

Title: Mayor

**ACKNOWLEDGMENT**

STATE OF)

)ss

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally appeared John M. Muhlfeld and to me known to be the Mayor of the City of Whitefish that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited partnership and that the seal affixed is the seal of said limited partnership.

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

\_\_\_\_\_  
Notary Public in and for the  
State of  
Residing in  
My Commission Expires:  
Printed Name:





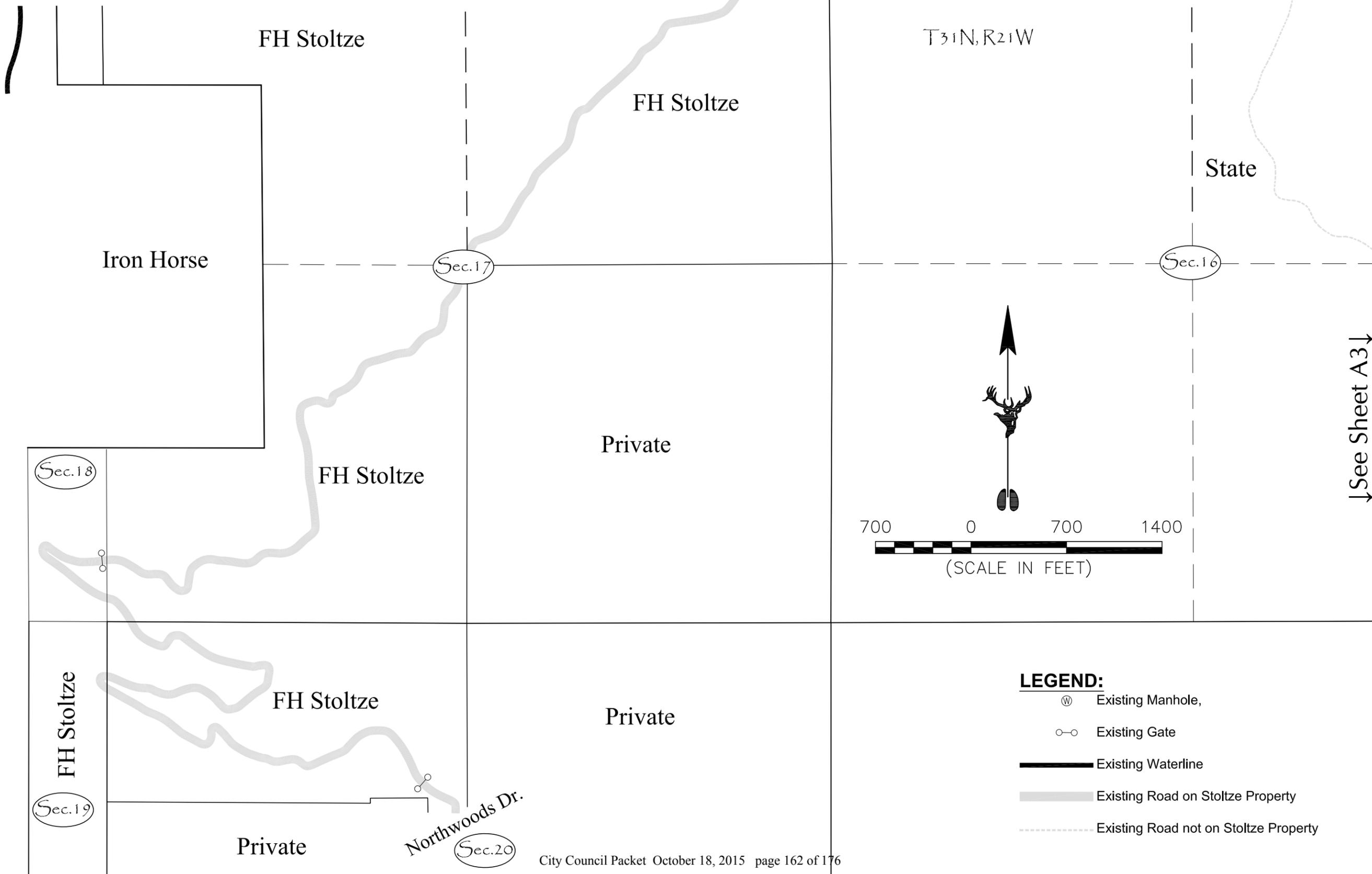
Copyright 2015 © Robert Paccia & Associates

# EXHIBIT "A"

LOCATED IN SECTIONS 7, 8, 9, 16, 17, 19, 20, & 22, T31N, R21W  
AND SECTION 12, T31N, R22W, P.M.,M.

FLATHEAD COUNTY, MONTANA

THE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW PROPERTIES OWNED BY F.H. STOLTZE LUMBER COMPANY AND TO REPRESENT WATERLINE AND ACCESS EASEMENTS ASSOCIATED WITH THE HASKILL BASIN WATER SUPPLY PROJECT FOR THE CITY OF WHITEFISH, MONTANA.



↑ See Sheet A1 ↑

↓ See Sheet A3 ↓



### LEGEND:

- ⊙ Existing Manhole,
- ⊖ Existing Gate
- Existing Waterline
- Existing Road on Stoltze Property
- - - Existing Road not on Stoltze Property

SYM	REVISION	BY	APPR.	DATE

August 2015  
DATE

J. Smith  
DESIGNED BY

J. Smith  
DRAWN BY

R. Mitchell  
CHECKED BY

11112.000  
PROJECT NO.

Waterline-Access Exhibit  
FILE

PROJECT TITLE

**City of Whitefish  
Haskill Basin Water Supply  
Whitefish, Montana**

SHEET TITLE

**Waterline & Access  
Easement Exhibit on  
FH Stoltze Land**

SHEET

**A2**

K:\Kdr-Proj-DatA\1112.000 - Haskill Basin Water Survey\1112\_000\_2015\_ACAD\ SHEETS\Waterline-Access Exhibit.dwg Aug 05, 2015



# EXHIBIT "B"

LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER,  
SECTION 12, TOWNSHIP 31 NORTH, RANGE 22 WEST, P.M.,M.

FLATHEAD COUNTY, MONTANA

THE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW PROPERTIES OWNED BY F.H. STOLTZE LUMBER COMPANY AND TO REPRESENT UTILITY EASEMENTS ASSOCIATED WITH THE HASKILL BASIN WATER SUPPLY PROJECT FOR THE CITY OF WHITEFISH, WHITEFISH, MONTANA.



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K:\Koi-Proj-Data\1112.000 - Haskill Basin Water Survey\1112.000 2015 ACAD\SHEETS\1st-Creek-Easement.dwg Aug 05, 2015

SYMBOL	REVISION	BY	APPR.	DATE

DESIGNED BY	August 2015
DRAWN BY	DATE
CHECKED BY	11112.000
PROJECT NO.	PROJECT NO.
FILE	FILE

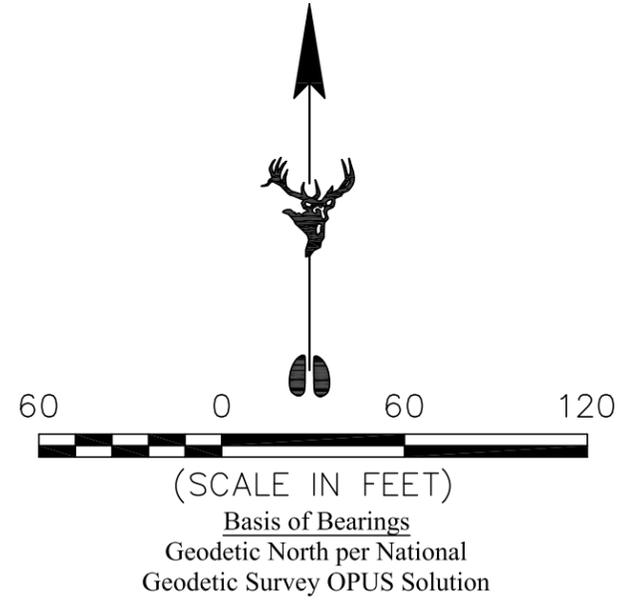
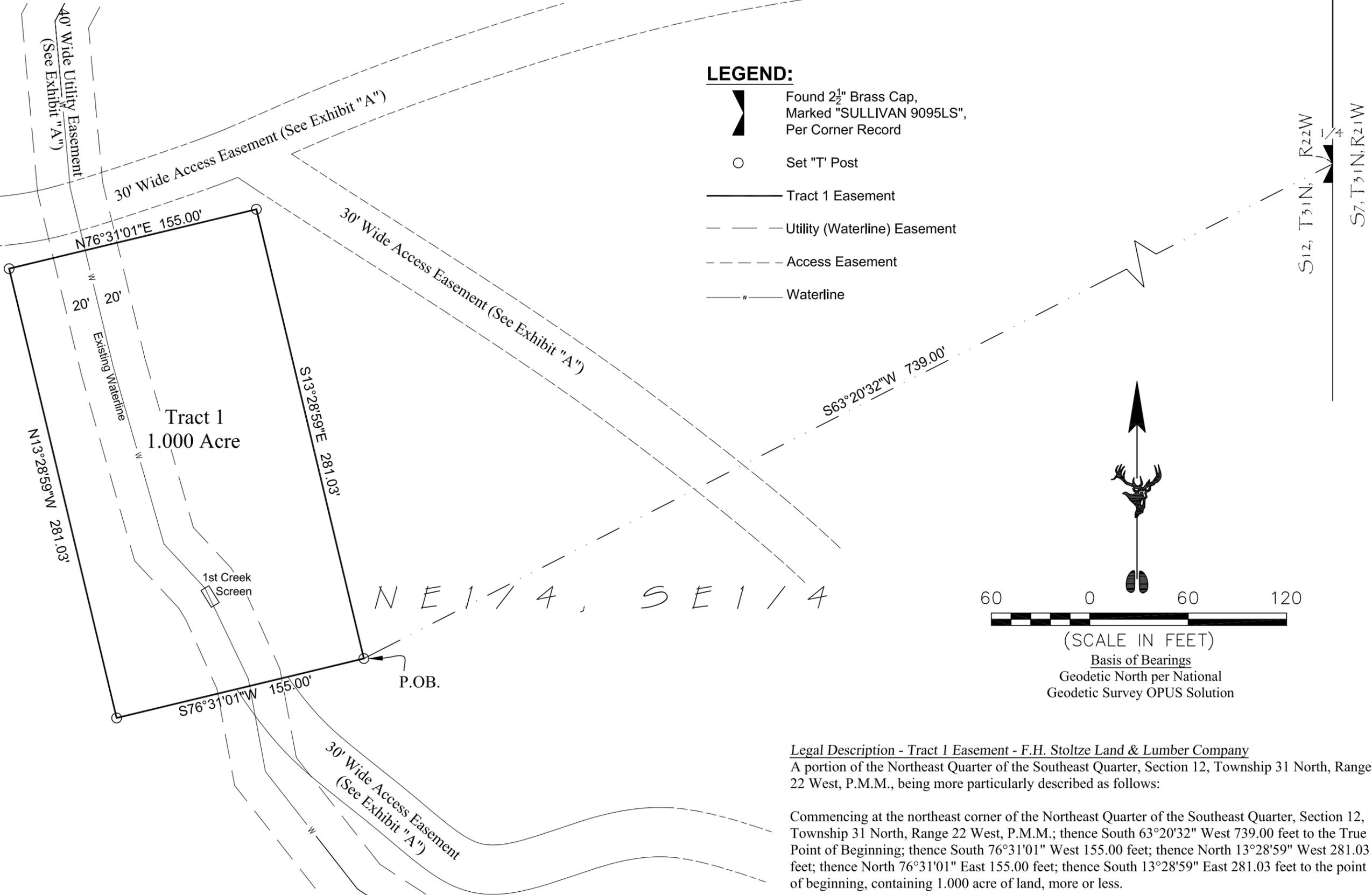
PROJECT TITLE  
**City of Whitefish  
Haskill Basin Water Supply  
Whitefish, Montana**

SHEET TITLE  
**Utility (Water)  
Easement on  
FH Stoltze Land**

SHEET  
**B1**

## LEGEND:

-  Found 2 1/2" Brass Cap, Marked "SULLIVAN 9095LS", Per Corner Record
-  Set "T" Post
-  Tract 1 Easement
-  Utility (Waterline) Easement
-  Access Easement
-  Waterline



# EXHIBIT "B"

LOCATED IN THE SE1/4 NE1/4, SECTION 12, TOWNSHIP 31 NORTH, RANGE 22 WEST  
& GOV'T LOT 2, SECTION 7, TOWNSHIP 31 NORTH, RANGE 21 WEST, P.M.,M.

FLATHEAD COUNTY, MONTANA

THE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW PROPERTIES OWNED BY F.H. STOLTZE LUMBER COMPANY AND TO REPRESENT UTILITY EASEMENTS ASSOCIATED WITH THE HASKILL BASIN WATER SUPPLY PROJECT FOR THE CITY OF WHITEFISH, WHITEFISH, MONTANA.



SYM	REVISION	BY	APPR.	DATE

DESIGNED BY	August 2015
DRAWN BY	DATE
CHECKED BY	PROJECT NO.
	FILE

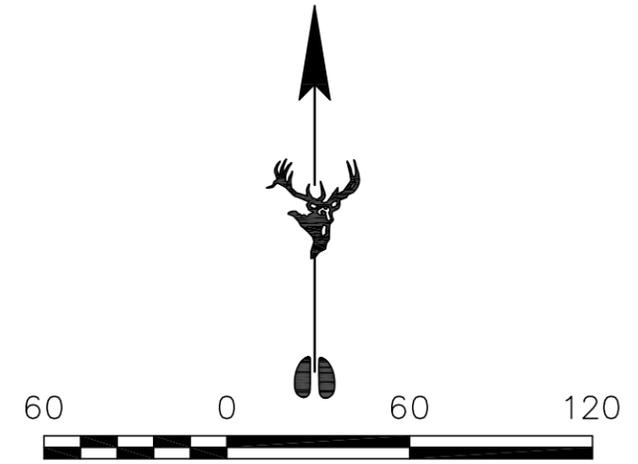
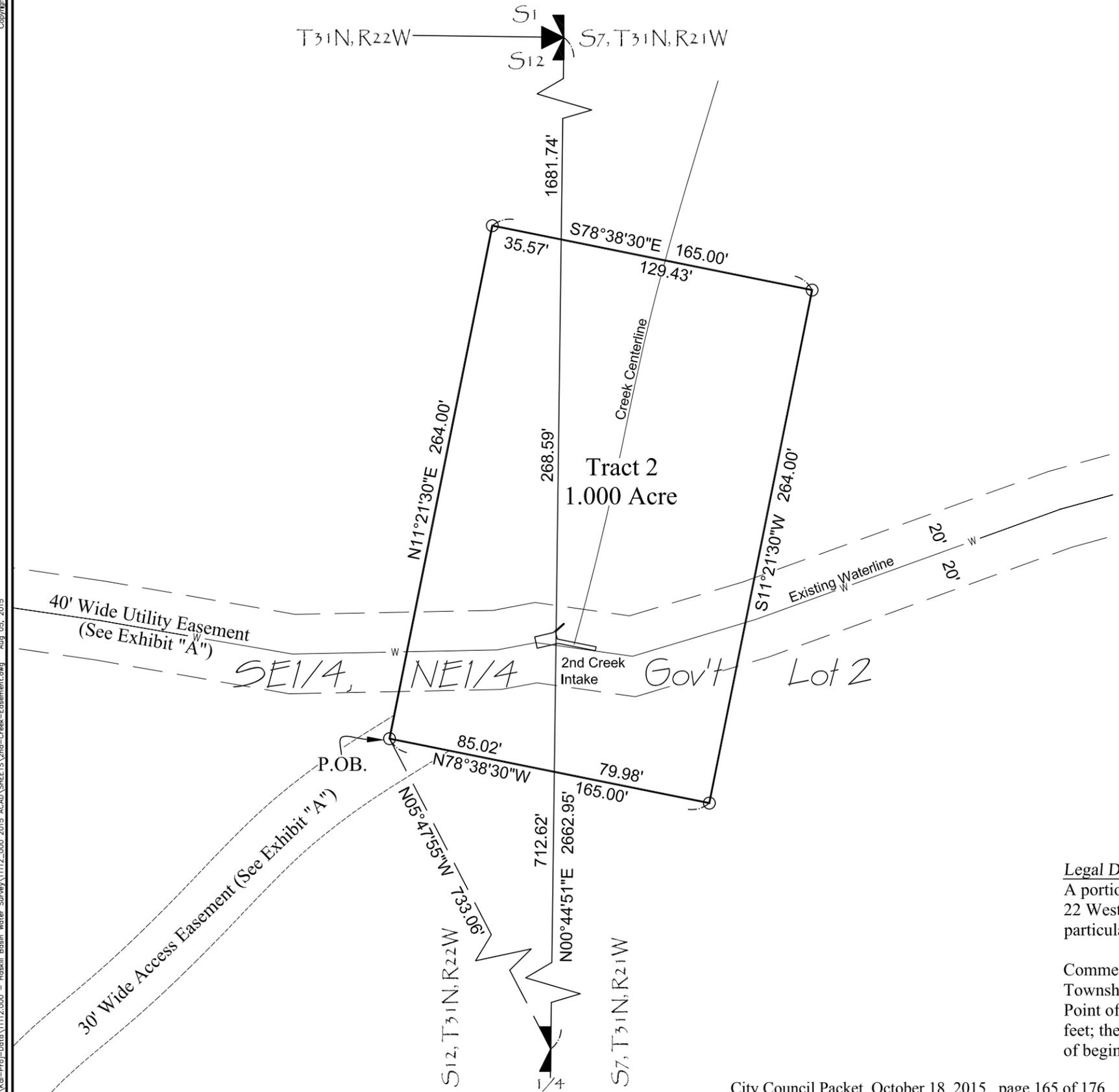
PROJECT TITLE  
**City of Whitefish  
Haskill Basin Water Supply  
Whitefish, Montana**

SHEET TITLE  
**Utility (Water)  
Easement on  
FH Stoltze Land**

SHEET  
**B2**

## LEGEND:

- Found 2 1/2" Brass Cap, Marked "SULLIVAN 9095LS" as Section Corner to Sections 1 & 12, Per Corner Record.
- Found 2 1/2" Brass Cap, Marked "SULLIVAN 9095LS" as Quarter Corner to Section 12, Per Corner Record.
- Set "T" Post
- Tract 1 Easement
- Utility (Waterline) Easement
- Access Easement
- Waterline



Legal Description - Tract 2 Easement - F.H. Stoltze Land & Lumber Company  
A portion of the Southeast Quarter of the Northeast Quarter, Section 12, Township 31 North, Range 22 West and Government Lot 2, Section 7, Township 31 North, Range 21 West, P.M.M., being more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter, Section 12, Township 31 North, Range 22 West, P.M.M.; thence North 05°47'55" West 733.06 feet to the True Point of Beginning; thence North 11°21'30" East 264.00 feet; thence South 78°38'30" East 165.00 feet; thence South 11°21'30" West 264.00 feet; thence North 78°38'30" West 165.00 feet to the point of beginning, containing 1.000 acre of land, more or less.

K:\Vol=Proj=Data\1112.000 - Haskill Basin Water Survey\1112.000 2015 ACAD\SHEETS\2nd-Creek-Easement.dwg Aug 05, 2015 Copyright 2015 Robert Pucich & Associates

# EXHIBIT "B"

LOCATED IN THE SORTEAST QUARTER OF THE NORTHEAST QUARTER,  
SECTION 8, TOWNSHIP 31 NORTH, RANGE 21 WEST, P.M.,M.

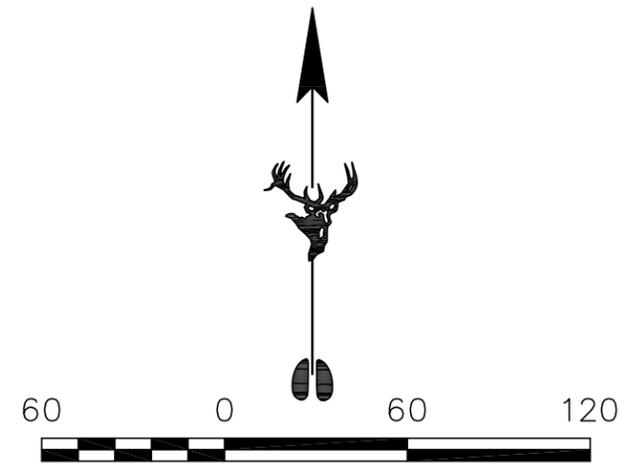
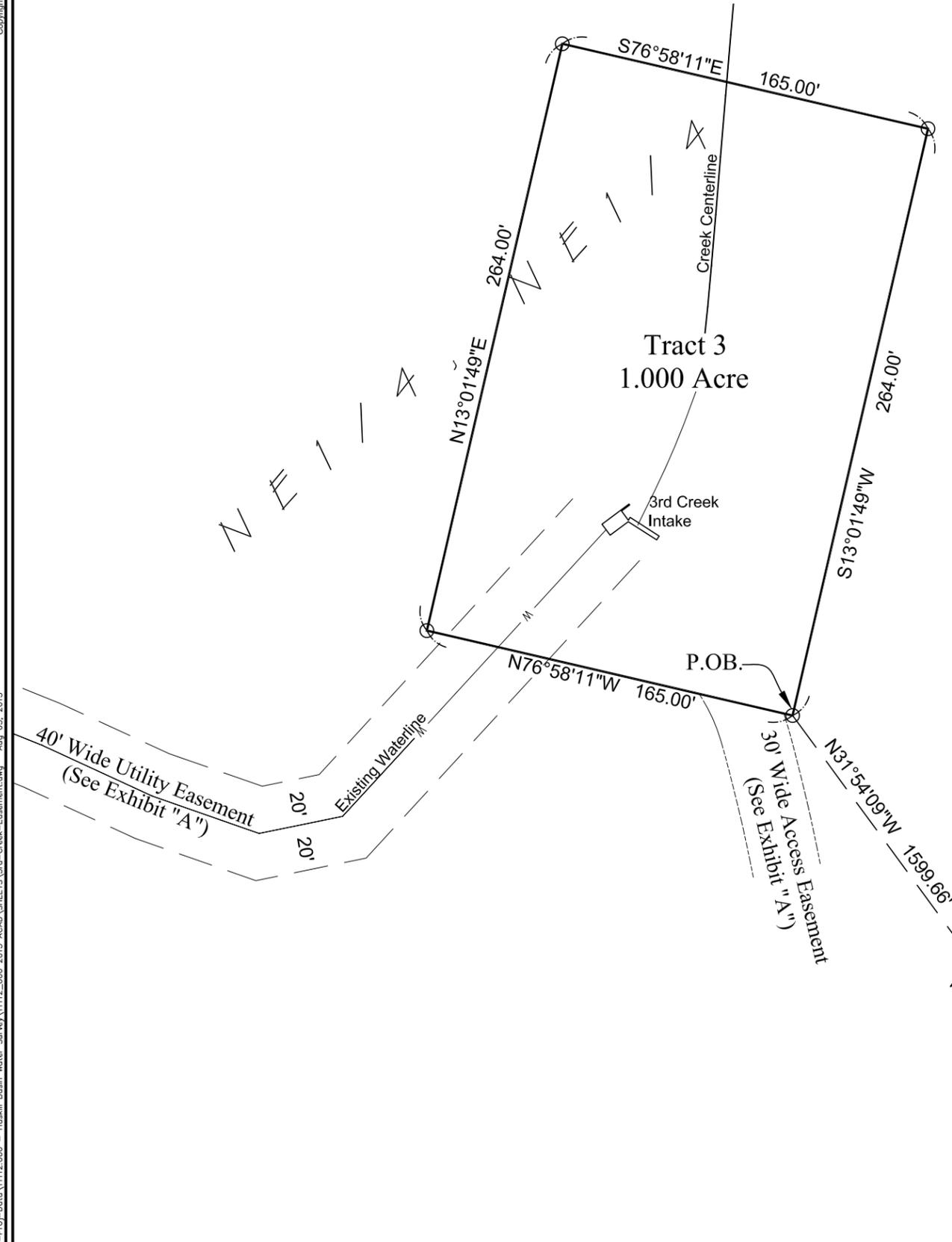
FLATHEAD COUNTY, MONTANA

THE PURPOSE OF THIS EASEMENT EXHIBIT IS TO SHOW PROPERTIES OWNED BY F.H. STOLTZE LUMBER COMPANY AND TO REPRESENT UTILITY EASEMENTS ASSOCIATED WITH THE HASKILL BASIN WATER SUPPLY PROJECT FOR THE CITY OF WHITEFISH, WHITEFISH, MONTANA.



## LEGEND:

- Found 2 1/2" Diameter Iron Pipe with a 3 1/4" Diameter B.L.M. "1979"
- Set "T" Post
- Tract 1 Easement
- Utility (Waterline) Easement
- Access Easement
- Waterline



(SCALE IN FEET)  
Basis of Bearings  
Geodetic North per National  
Geodetic Survey OPUS Solution

Legal Description - Tract 3 Easement - F.H. Stoltze Land & Lumber Company  
A portion of the Northeast Quarter of the Northeast Quarter, Section 8, Township 31 North, Range 21 West, P.M.M., being more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter, Section 8, Township 31 North, Range 21 West, P.M.M.; thence North 31°54'09" West 1599.66 feet to the True Point of Beginning; thence North 76°58'11" West 165.00 feet; thence North 13°01'49" East 264.00 feet; thence South 76°58'11" East 165.00 feet; thence South 13°01'49" West 264.00 feet to the point of beginning, containing 1.000 acre of land, more or less.

SYM	REVISION	BY	APPR.	DATE

August 2015	August 2015
DATE	DATE
11112.000	11112.000
PROJECT NO.	PROJECT NO.
3rd-Creek-Easement	3rd-Creek-Easement
FILE	FILE
J. Smith	J. Smith
DESIGNED BY	DESIGNED BY
J. Smith	J. Smith
DRAWN BY	DRAWN BY
R. Mitchell	R. Mitchell
CHECKED BY	CHECKED BY

PROJECT TITLE  
**City of Whitefish  
Haskill Basin Water Supply  
Whitefish, Montana**

SHEET TITLE  
**Utility (Water)  
Easement on  
FH Stoltze Land**

SHEET  
**B3**

K:\Ked-Prod-Data\11112.000 - Haskill Basin Water Survey\11112.000 2015 ACAD\SHEETS\3rd-Creek-Easement.dwg Aug 05, 2015 Copyright 2015 Robert Piccola & Associates

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To: Mayor Muhlfeld and City Council  
From: Whitefish Sports Facility Foundation

10/13/15

Subject: Request for TIF funding for the ice rink PLC system

Background:

The Stumptown Ice Den, owned and operated by the City of Whitefish, has proven to be a popular and growing public sports facility that services our community up to 18 hours a day, 8 to 10.5 months a year. This is made possible by the facility's ice plant system that requires highly technical/frequent inspections and routine maintenance to provide reliable operation necessary to support the community usage and prepaid contracted ice rentals. Over the past several months, there have been an inordinate amount of equipment failures totaling about \$60K. In the process of these repairs by Arena Products and Services (APS), further meetings we held to obtain a better understanding as to the type and causes of failures which have occurred, and most importantly, what improvements are available to minimize or eliminate the recurrence of these issues and associated repair expenses.

Currently, with all of the system repairs completed to restore reliable operation, the ice plant still relies only on a basic thermostat to control the critical system operating functions, pressures, and temperatures, which are manual inspected on a limited basis at 3-hour intervals by staff. Between these times and during closed evening hours, it is unlikely or not possible for a problem to be detected or addressed promptly by a qualified technician, which can further lead to more serious problems and/or catastrophic failure of equipment, which if detected earlier could be avoidable.

Proposed Capital Improvement:

Most current technology mechanical systems are controlled, monitored, and managed by a Programmable Logic Controller (PLC). This type of system management is specialized for the application and consists of a computerized system that is programmed to accurately and continuously monitor all critical system conditions and variables including pressures, temperatures, power loads, performance, and indoor/outdoor environmental conditions to optimize system operation for maximum reliability and reduced maintenance. Furthermore, the PLC provides the most important feature of detecting out-of-range conditions at the earliest point in time and initiating control functions consisting of alarm notifications (sent via web to remote authorized PCs, cell phones, etc) and graceful shut-down of the affected part of the system before catastrophic failure occurs. This is the equivalent of having a highly trained specialized technician monitoring/controlling the ice plant system 24/7. As a result of this information and at the Parks Department's request, APS has provided a quotation for a custom PLC system including scope of system, compartment list, and technical brochure for review and consideration (see attached). The quote consists of PLC System Costs of \$37,500, plus Installation of \$12,500, plus Options (1 through 4) of \$5,250, totaling \$55,250.

Proposed Funding for PLC:

Whitefish Sports Facility Foundation, in anticipation of a pending rink management agreement with the City, proposes to share the required funding with the City on a 50/50 basis per APS quoted system. Sources of funds are proposed as follows:

City of Whitefish TIF funds: \$27,625

WSFF donor funds: \$27,625 provided to the City within 6 months of date of agreement.

WSFF recommends that the city approve and procure the PLC system as soon as possible.



City of Whitefish  
418 E. 2<sup>nd</sup> Street  
P.O. Box 158  
Whitefish, MT 59937

10-4-15

Attn: Maria Butts

Re: PLC controls

Thank you for the opportunity to provide you a proposal for a computerized control system (PLC) for the ice rink refrigeration equipment. This system will allow you to control, manage, change set points, receive alarms and view run status remotely. Below is the cost of the PLC which includes all programming. There is additional material and labor for the installation of the unit. An electrician will be required to run all the conduit and control wire and to bring in a dedicated 15 amp power source to the PLC and to mount to PLC cabinet. We will also need to fit the refrigeration system wells and valves in order to receive all the points that will be monitored. Your IT person will also need to supply an Ethernet cable to the unit in order to have access to remote in to the unit and for it to be connected to smart devices and other computers. Below is a list of equipment included and the points that will be monitored or controlled. There is also a list of options you may be interested in.

### **Supply and Install the Following:**

- New enteliBUS V3.40 DDC Arena Control System as Follows:
  - Providing a Capacity of 44 Inputs and 20 Outputs
  - One eBMGR enteliBUS System Controller with Ethernet
  - Four eBM-404 enteliBUS I/O Modules - 4xUI, 4xTriac Outputs
  - One eBM-440 enteliBUS I/O Modules – 4xUI, 4xAO
  - Three eBM-800 enteliBUS I/O Modules – 8xUI
  - Sixteen 24VAC M15 Isolation Relays & Bases for Device Switching
  - One 100VA 120/24V Industrial Control Transformer
  - One 120VAC Input Power RFI Line Filter
  - One 30W Isolated Class II Regulated 24VDC Power Supply
  - One 15A Standard Duplex Service Receptacle
  - Switches and Relays Required to Allow for Existing Backup Thermostat Control
  - Industrial Terminal Blocks for Input & Output Termination
  - Mounted & Wired in 42x36x8" NEMA 4/12 Enclosure
  - Control Panel Layout Design & Wiring Diagrams
- Input Devices as Follows (mounting & wiring by others):
  - Four 0-100psia Refrigerant Pressure Transducer
  - Four 0-200psia Refrigerant Pressure Transducer
  - Six 0-500psig Refrigerant Pressure Transducer
  - Four Current Sensors for Compressor Amperage
  - Six Current Switches for Pump/Fan Status
  - Five Pipe-Mount Temperature Sensors
  - Three Probe Temperature Sensors w/ 20ft Lead
  - One Outdoor Air Temperature Sensor
- One Delta™ enteliWEB V2.2 Software License with 1 Year Support
- One Stand-Alone Operator Workstation (HMI) c/w Windows 7 Professional

- Current version Arena Control System Programming
- Comprehensive Custom Graphical Interface for Operator HMI
- Desktop Software for Remote Access (requires internet connection)
- Four Days Testing and Commissioning On-Site (Includes Operator Training)
- Forty Hours of Remote After Sales Support
- Digital Copy of the Ice Plant Control System Operator Manual
- Equipment is F.O.B. Whitefish, Montana

#### INPUT LIST **WHITEFISH, MONTANA 2015-09-24**

##### **No. Terminal Bd. ID DATABASE NAME DESCRIPTION / LOCATION JUMPER NOTES DEVICE**

1	101	IP01	7000	AI	11	01	AMPS C1	CURRENT SENSOR IN COMPRESSOR #1	MCC 0-5V CS-650-R2		
2	102	IP02	7000	AI	11	02	AMPS C2	CURRENT SENSOR IN COMPRESSOR #2	MCC 0-5V CS-650-R2		
3	103	IP03	7000	AI	11	03	AMPS C3	CURRENT SENSOR IN COMPRESSOR #3	MCC 0-5V CS-650-R2		
4	104	IP04	7000	AI	11	04	AMPS C4	CURRENT SENSOR IN COMPRESSOR #4	MCC 0-5V CS-650-R2		
5	105	IP01	7000	BI	12	01	STATUS CF	PUMP CURRENT SWITCH IN ARENA COLD FLOOR PUMP	10k CS-GNG-200		
6	106	IP02	7000	BI	12	02	STATUS WF	PUMP CURRENT SWITCH IN ARENA WARM FLOOR PUMP	10k CS-GNG-200		
7	107	IP03	7000	BI	12	03	STATUS SM	PUMP CURRENT SWITCH IN SNOW MELT GLYCOL PUMP	10k CS-GNG-200		
8	108	IP04	7000	BI	12	04	STATUS EC	PUMP CURRENT SWITCH IN CONDENSER WATER PUMP	MCC 10k CS-GNG-200		
9	109	IP01	7000	BI	13	01	STATUS EC	FAN LO CURRENT SWITCH IN COND. FAN LOW SPEED	MCC 10k CS-GNG-200		
10	110	IP02	7000	BI	13	02	STATUS EC	FAN HI CURRENT SWITCH IN COND. FAN HIGH SPEED	MCC 10k CS-GNG-200		
11	111	IP03	7000	BI	13	03	SWITCH DDC	CONTROL METHOD SELECTOR SWITCH POSITION	10k SWITCH		
12	112	IP04	7000	BI	13	04	RLY PWR FAIL	MCC POWER FAILURE INDICATOR RELAY	10k OPTIONAL RELAY		
13	113	IP01	7000	AI	14	01	TEMP CF	TEMP SENSOR IN ARENA COLD FLOOR SLAB	10k TS-SO-T-10K		
14	114	IP02	7000	AI	14	02	TEMP WF	TEMP SENSOR IN ARENA WARM FLOOR SAND	10k TS-SO-T-10K		
15	115	IP03	7000	AI	14	03	TEMP CBS	TEMP SENSOR IN ARENA COLD BRINE SUPPLY	10k TS-P-4-T-10K		
16	116	IP04	7000	AI	14	04	TEMP CBR	TEMP SENSOR IN ARENA COLD BRINE RETURN	10k TS-P-4-T-10K		
17	117	IP01	7000	AI	15	01	TEMP WGS	TEMP SENSOR IN COMMON WARM GLYCOL SUPPLY	10k TS-P-4-T-10K		
18	118	IP02	7000	AI	15	02	TEMP WGR1	TEMP SENSOR IN ARENA WARM GLYCOL RETURN	10k TS-P-4-T-10K		
19	119	IP03	7000	AI	15	03	TEMP WGR2	TEMP SENSOR IN SNOW MELT WARM GLYCOL RETURN	10k TS-P-4-T-10K		
20	120	IP04	7000	AI	15	04	TEMP SM	TEMP SENSOR IN SNOW MELT PIT	10k TS-SO-T-10K		
21	121	IP01	7000	AI	16	01	PRESS DISCH C1	PRESS SENSOR IN COMPRESSOR #1 DISCHARGE	4-20mA AKS33-500		
22	122	IP02	7000	AI	16	02	PRESS SUCT C1	PRESS SENSOR IN COMPRESSOR #1 SUCTION	4-20mA AKS33-100		
23	123	IP03	7000	AI	16	03	PRESS OIL C1	PRESS SENSOR IN COMPRESSOR #1 OIL	4-20mA AKS33-200		
24	124	IP04	7000	AI	16	04	PRESS DISCH C2	PRESS SENSOR IN COMPRESSOR #2 DISCHARGE	4-20mA AKS33-500		
25	125	IP05	7000	AI	16	05	PRESS SUCT C2	PRESS SENSOR IN COMPRESSOR #2 SUCTION	4-20mA AKS33-100		
26	126	IP06	7000	AI	16	06	PRESS OIL C2	PRESS SENSOR IN COMPRESSOR #2 OIL	4-20mA AKS33-200		
27	127	IP07	7000	AI	16	07	PRESS DISCH C3	PRESS SENSOR IN COMPRESSOR #3 DISCHARGE	4-20mA AKS33-500		
28	128	IP08	7000	AI	16	08	PRESS SUCT C3	PRESS SENSOR IN COMPRESSOR #3 SUCTION	4-20mA AKS33-100		
29	129	IP01	7000	AI	17	01	PRESS OIL C3	PRESS SENSOR IN COMPRESSOR #3 OIL	4-20mA AKS33-200		
30	130	IP02	7000	AI	17	02	PRESS DISCH C4	PRESS SENSOR IN COMPRESSOR #4 DISCHARGE	4-20mA AKS33-500		
31	131	IP03	7000	AI	17	03	PRESS SUCT C4	PRESS SENSOR IN COMPRESSOR #4 SUCTION	4-20mA AKS33-100		
32	132	IP04	7000	AI	17	04	PRESS OIL C4	PRESS SENSOR IN COMPRESSOR #4 OIL	4-20mA AKS33-200		
33	133	IP05	7000	AI	17	05	TEMP OA	TEMPERATURE SENSOR IN OUTSIDE AIR	4-20mA RHP-2011		
34	134	IP06	7000	AI	17	06	RH OA	HUMIDITY SENSOR IN OUTSIDE AIR	4-20mA OPTIONAL RHP-2011		
35	135	IP07	7000	AI	17	07	TEMP ARENA	TEMPERATURE SENSOR IN ARENA AIR	4-20mA OPTIONAL RHP-2011		
36	136	IP08	7000	AI	17	08	RH ARENA	HUMIDITY SENSOR IN ARENA AIR	4-20mA OPTIONAL RHP-2011		
37	137	IP01	7000	AI	18	01	PRESS DISCH COMM1	PRESS SENSOR IN CIRCUIT #1 DISCHARGE	4-20mA AKS33-500		
38	138	IP02	7000	AI	18	02	PRESS DISCH COMM2	PRESS SENSOR IN CIRCUIT #2 DISCHARGE	4-20mA AKS33-500		
39	139	IP03	7000	AI	18	03	COND WATER PH	CONDENSER WATER PH FROM WATER TREATMENT	4-20mA OPTIONAL EXISTING		
40	140	IP04	7000	AI	18	04	COND WATER CONDUCT	COND. WATER CONDUCTIVITY FROM TREATMENT	4-20mA OPTIONAL EXISTING		
41	141	IP05	7000	BI	18	05	ALARM FREON LO	LOW LEVEL FREON GAS ALARM FROM DETECTOR	10k EXISTING		
42	142	IP06	7000	BI	18	06	ALARM FREON HI	HIGH LEVEL FREON GAS ALARM FROM DETECTOR	10k EXISTING		

43 143 IP07 7000 AI 18 07 TEMP CF IR1 INFRARED TEMP SENSOR OVER ICE SHEET 4-20mA OPTIONAL RAYTEX

44 144 IP08 7000 XX 18 08 SPARE 10k

**MOD 15 MOD 13**

**ADDRESS**

**MOD 18 MOD 17 MOD 16 MOD 14 MOD 12 MOD 11**

E15024 (DE) - IO List.xlsx INPUT LIST 1 of 2

**OUTPUT LIST WHITEFISH, MONTANA 2015-09-24**

**No. Terminal Bd. ID DATABASE NAME DESCRIPTION / LOCATION NOTES DEVICE**

1 201 OP1 7000 BO 11 01 RUN C1 RUN SIGNAL TO COMPRESSOR #1 MCC M15 RELAY  
2 202 OP2 7000 BO 11 02 RUN C2 RUN SIGNAL TO COMPRESSOR #2 MCC M15 RELAY  
3 203 OP3 7000 BO 11 03 RUN C3 RUN SIGNAL TO COMPRESSOR #3 MCC M15 RELAY  
4 204 OP4 7000 BO 11 04 RUN C4 RUN SIGNAL TO COMPRESSOR #4 MCC M15 RELAY  
5 205 OP1 7000 BO 12 01 RUN CF PUMP RUN SIGNAL TO ARENA COLD FLOOR PUMP MCC M15 RELAY  
6 206 OP2 7000 BO 12 02 RUN WF PUMP RUN SIGNAL TO ARENA WARM FLOOR PUMP MCC M15 RELAY  
7 207 OP3 7000 BO 12 03 RUN SM PUMP RUN SIGNAL TO SNOW MELT GLYCOL PUMP MCC M15 RELAY  
8 208 OP4 7000 BO 12 04 RUN EC PUMP RUN SIGNAL TO CONDENSER WATER PUMP MCC M15 RELAY  
9 209 OP1 7000 BO 13 01 RUN EC FAN LO RUN SIGNAL TO CONDENSER FAN LOW SPEED MCC M15 RELAY  
10 210 OP2 7000 BO 13 02 RUN EC FAN HI RUN SIGNAL TO CONDENSER FAN HIGH SPEED MCC M15 RELAY  
11 211 OP3 7000 BO 13 03 VLV CMD CH1 LIQ VALVE COMMAND TO CHILLER #1 LIQUID FEED M15 RELAY  
12 212 OP4 7000 BO 13 04 VLV CMD CH2 LIQ VALVE COMMAND TO CHILLER #2 LIQUID FEED M15 RELAY  
13 213 OP1 7000 BO 14 01 REMOTE ALARM1 HIGH TEMPERATURE ALARM SIGNAL TO BUILDING SYSTEM DRY CONTACT M15 RELAY  
14 214 OP2 7000 BO 14 02 REMOTE ALARM2 REFRIGERANT GAS DETECTION ALARM TO BUILDING SYSTEM DRY CONTACT M15 RELAY  
15 215 OP3 7000 BO 14 03 SPARE M15 RELAY  
16 216 OP4 7000 BO 14 04 SPARE M15 RELAY  
17 217 OP1 7000 AO 15 01 SPEEDREF EC FAN SPEED REFERENCE SIGNAL TO CONDENSER FAN VFD OPTIONAL TERM. BLKS.  
18 218 OP2 7000 AO 15 02 SPARE TERM. BLKS.  
19 219 OP3 7000 AO 15 03 SPARE TERM. BLKS.  
20 220 OP4 7000 AO 15 04 SPARE TERM. BLKS.

**MOD**

**ADDRESS**

**15 MOD 14 MOD 13 MOD 12 MOD 11**

E15024

*Delivery is Eight Weeks from Date of Written Order Confirmation*

**The Cost for This Work will be \$37,500.00 USD + Taxes**

**Installation of PLC includes:**

- Electrician
- Conduit
- 18/2 Shielded signal wire
- 16 gauge control power wire
- Thermowells or Gauge Valves for Sensors
- Labor
- Travel Expenses (Lodging, meals)
- Freight

**The Cost for This Work will be \$12,500.00 USD + Taxes**

**Items to be supplied by others:**

• Ethernet Cabling, Switches and Network Administration Services (if required)

## Options:

1. Industrial Battery Backup for Control System **\$850.00 USD**
  - Includes Power Loss Monitoring w/ History & Alarms
2. Copper Cube Trend Log Data Storage Module **\$2,500.00 USD**
  - Years of trend log data storage for up to 200 I/O points
  - Hardwired into control system, independent processor and memory storage
3. Provide Condenser Water Conductivity and PH Inputs to DDC **\$950.00 USD**
  - Uses the existing 4-20ma signals from the water treatment system
  - Includes signal duplicators required to split the existing signals
4. Provide Outdoor Air Humidity & Arena Air Temp & Humidity Sensors **\$950.00 USD**
  - Includes Remote Mounted Sensors for Each Zone (combo temp/hum)
5. Supply Infrared Temperature Sensor for Ice Surface **\$4,900.00 USD**
  - Requires field mounting in the ceiling space of the arena (**Man lift is extra**)
  - Provides specially calibrated low temp sensor made for measuring ice
6. Provide DDC Control for 8 Fan Air Cooled Condenser **\$3,900.00 USD**
  - Includes additional IO modules and relays to wire to fan starters
  - Includes motor feedback status and fault reporting
    - Allows for control based on discharge pressure (Currently on ambient temperature)

## Not Included:

- Any related permit(s), license(s) or fee(s) or tax(s) that may be required for the described work to be completed.
- Manlift
- Anything not specifically listed in the included items above

As we discussed on the phone this is a budgetary quote. The electrical on site could change up or down. Do you have an electrician that the city uses? If so I can credit back the electrician portion (\$3138.00) and let the city of Whitefish handle that portion. I can work with the electrician and let him know what we need for conduit and power.

If you have any questions contact me at your convenience at 720-480-1941.

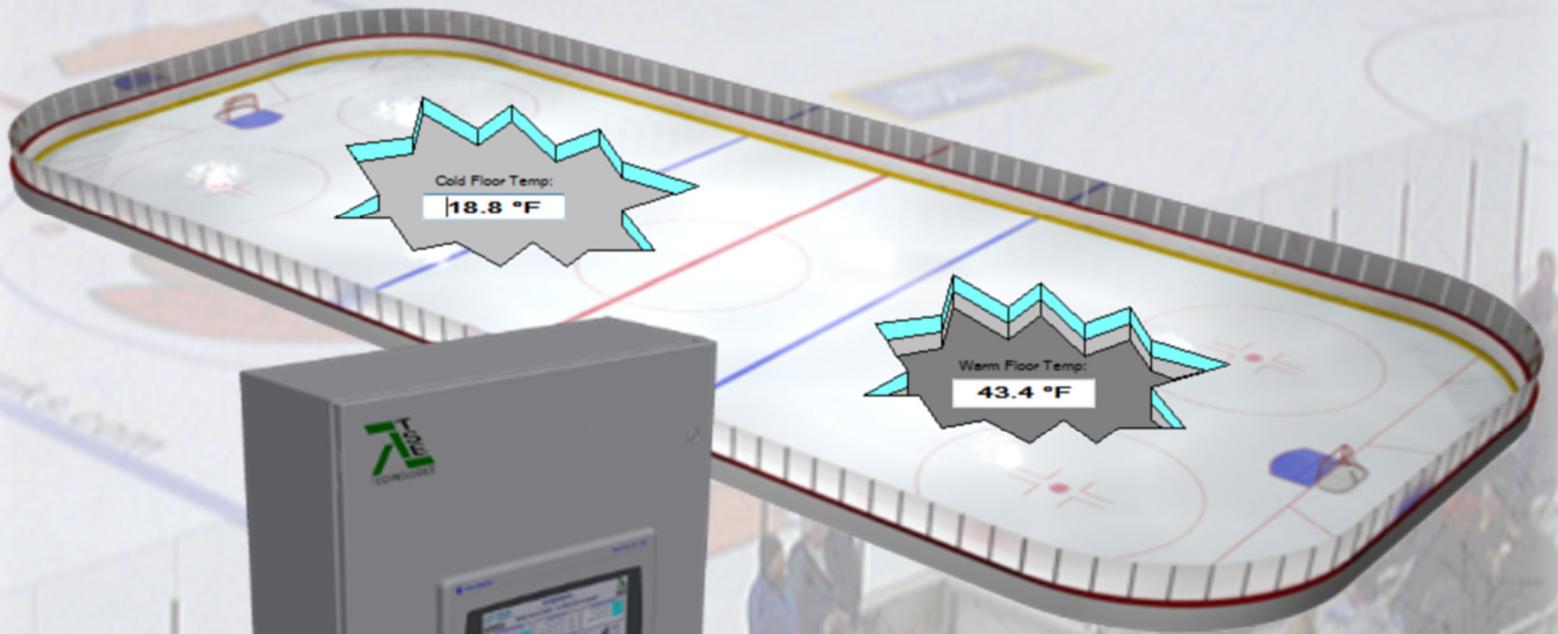
Regards,

Greg Toy  
Arena Products & Services LLC

***TSE TECHNOLOGIES INC.***

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# Ice Rink Controllers



**COMMAND YOUR SYSTEM WITH  
SMART CONTROL**

[www.tsetech.ca](http://www.tsetech.ca)

## Features

Powerful automation engine with ARM9 processor & SD card memory expansion

Hot swap individual modules without shutting down the whole system

DIN rail design is compact and easy to install and maintain



Customizable touchscreen (1) interface enables system interaction at the controller

Unique HAO override switch order provides seamless transfer from auto to hand or off position

Diagnostic lights on each module provide system status at a glance

Universal outputs include 0-100% manual adjust lever option

## System Hardware Features:

- ARM9 32-Bit RISC CPU with 64MB Flash Memory, 32MB SDRAM, Real-time Clock with UltraCap Power Backup for RTC & Memory
- BACnet/IP & BBMD Routing Ability Enables Easy Integration with Existing & Future IT Infrastructure
- Multiple Communication Options (3 Ethernet Ports, 2 RS485, 2 USB) Supporting BACnet/Ethernet, BACnet/IP, MS/TP, Modbus
- Expansion Capacity up to 64 Points as Installed (possible expansion up to 300 points with external panels)

## System Operational Features:

- ❖ Fully Programmable, Native BACnet firmware with Advanced Fault Detection and Hardware Diagnostics
- ❖ The Primary System Controller Operates in Conjunction with the Field Modules to Interpret the Data from the Various Inputs, Including Pressure Transducers for Refrigerant Points, Current Sensors for Motor Status and Temperature Sensors for Various Hot and Cold Fluid Systems plus Many More!
- ❖ All Digital Output Signals Utilize Isolation Relays for Power Safety
- ❖ Provides Basic Data Logging for All I/O Points and Important System Parameters, Controller Memory Allows for Approximately Two Weeks of Data Retention for Most Points
- ❖ Automatic Compressor/Pump Rotation Cycling (where applicable) with Equipment Run Time Monitoring and Recording (for all monitored equipment)
- ❖ Multiple Daily Setpoint Scheduling for Arena Temperature & Pressure Control Based on Usage Type (incl. Night Setback)
- ❖ Remote Alarm Notifications via Email or Text (requires customer supplied internet connection)



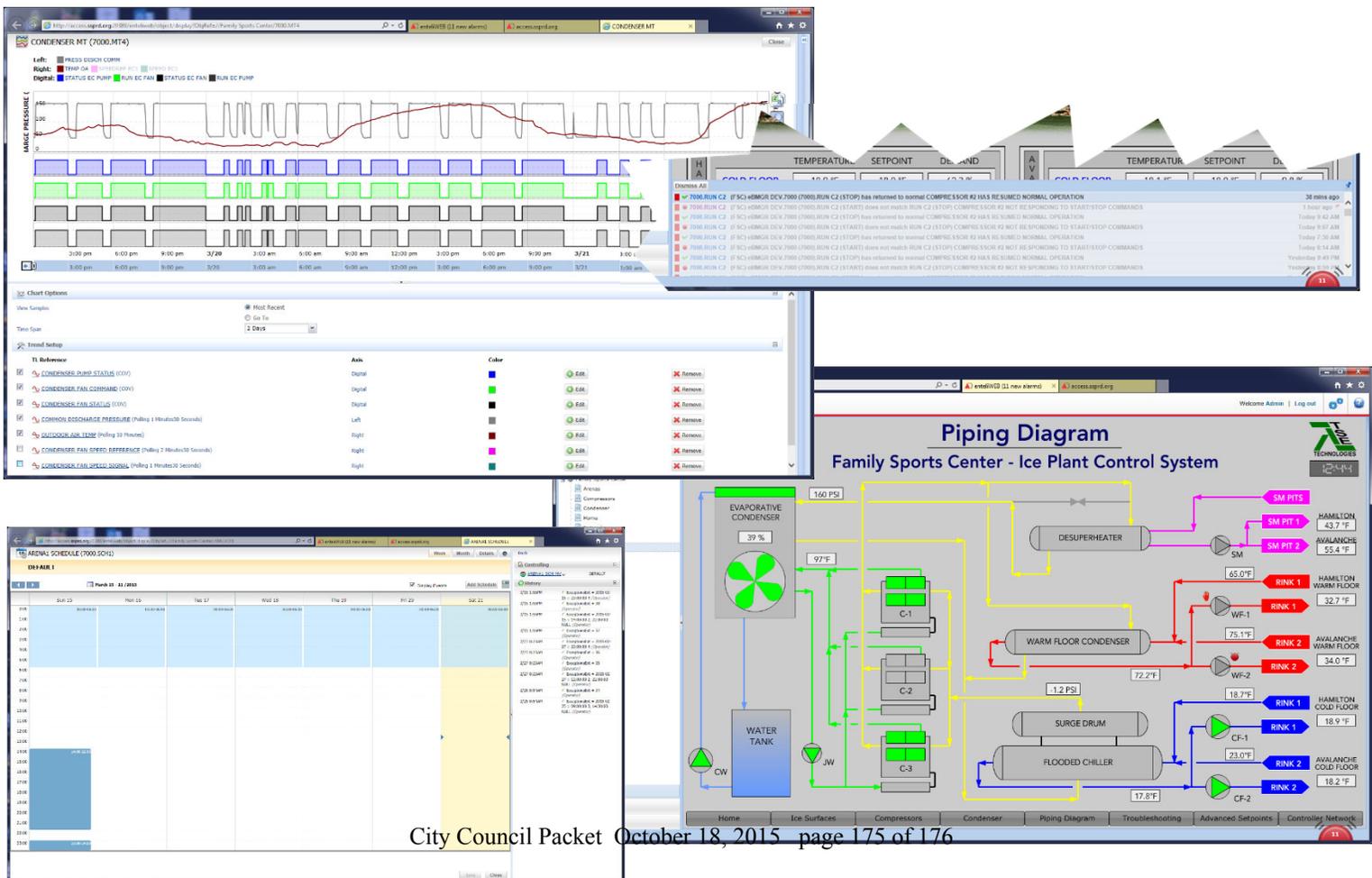


## Advanced Display (HMI) Features:

- Minimum 21.5" LCD Panel, 1920x1080 Resolution (Full HD)
- Can be Front Mounted on the Control Panel or Located in a Remote Location within the Facility as an Alternate Use Display (Networking by Owner). *Optional Touchscreen Format Available*
- Includes High Performance Solid State PC with Full Windows™ Operating System (Mounted Inside Panel or Back of Monitor)
- Includes enteliWEB Interface Software License with 1-Year Software Assurance Package (Updates and Patches Included for the 1<sup>st</sup> Year)

## System Operational Features:

- ❖ Provides Stunning Full High Definition Graphical Displays Including 3D Equipment Models and Animation
- ❖ Allows Users to Access Detailed Alarm Log Histories & Displays plus Advanced User Access Logs
- ❖ Access to Detailed, Comprehensive Multiple Trend Log Analysis & Troubleshooting Information
- ❖ The Included PC Allows for Remote Customer Support and Troubleshooting in Addition to Secure Remote Access for Owner/Operators to Monitor their System from Anywhere they Have an Internet Connection
- ❖ Web Based Software Allows the Owner to Set up Remote Browser Based Access (networking by owner)



This block contains several screenshots from the control system software:

- CONDENSER MT (7000.MT4):** A trend log showing 'IMAGE PRESSURE' over time, with a red line graph and a blue bar chart below it.
- Alarm Log:** A list of system alarms, including messages like '7000.RUN C2 (IF SC) HEMUL DEV.7000 (7000.RUN C2 (STOP) has returned to normal COMPRESSOR #2 HAS RESUMED NORMAL OPERATION'.
- Piping Diagram:** A detailed schematic of the ice plant system, showing components like the 'EVAPORATIVE CONDENSER', 'DESUPERHEATER', 'WARM FLOOR CONDENSER', 'SURGE DRUM', and 'FLOODED CHILLER'. It also displays various pressure and temperature points.
- ARENAL SCHEDULE (7000.SCH1):** A table showing the operational schedule for different rink areas.

# Control System Options



## Industrial Battery Backup (UPS) for Control System:

- ✓ 120VAC Power, 500VA Rating, DIN Mounted & Hard Wired
- ✓ Protects from Power Impulses (Spikes) & Interruptions
- ✓ Supplies Backup Power for Approximately 30 Minutes
- ✓ Includes Power Failure Monitoring System to Notify Users of a Power Loss Event (requires building network backup power)
- ✓ Allows for Safe Equipment Restart After Power is Restored

## CopperCube Trend Log Data Storage Archiving Module:

- ✓ Provides in Excess of 10 Years Data Storage for a Standard Arena Control System
- ✓ Independent Processor and 60GB Solid State Drive, Base License for 200 Points
- ✓ DIN Mounted and Hard Wired into Control Panel
- ✓ Configurable for Auto Update and Backup to External Storage Device
- ✓ Email Alerts for any Archiving System Faults



## Advanced 3-Phase Power Monitoring Module:

- ✓ Hard Wired & Mounted into Motor Starter Cabinet (by owner)
- ✓ Measurements Accurate to Within 1% of Reading
- ✓ Measures Volts, Amps, Frequency, Power Factor, Energy, etc.
- ✓ Maximizes Potential Energy Savings from Control System
- ✓ Includes Kaizen Energy Module, Integrates Seamlessly
- ✓ Highly Recommended to Include CopperCube with this Option

## Infrared Temperature Sensor for Ice Surface Readings:

- ✓ Instant Feedback for Changes to the Playing Surface to Maximize Quality
- ✓ Accuracy +/- 0.5% of Measured Value, Resolution to 0.1°C
- ✓ Specially Calibrated for Ice Surface Measurement, 4-20mA Output
- ✓ Provides Additional Floor Temperature Control Options
- ✓ Requires Field Mounting by Owner to Arena Ceiling



## Panel Mounted LED Temperature Display Modules:

- ✓ 3-1/2 Digit, 4-20mA Input, Mounted on Control Panel Face
- ✓ Quick & Easy Operator Reference for Checking Floor Temps
- ✓ Multiple Displays Can be Added for Additional Monitoring

## Panel Mounted 7" Touchscreen HMI – Enhanced Display:

- ✓ 7" Touch Panel, 800x480 Resolution (WVGA), 16-Bit Colour
- ✓ Front Mounted on Control Panel for Easy Operator Use
- ✓ Includes Built-In Room Temperature Sensor & Isolated Power Supply
- ✓ Enhanced Graphical Package w/ Equipment Monitoring and System Flow
- ✓ Full Access to Setpoint Scheduling, Basic Trend Log Graphing & Diagnostics

