



**CITY COUNCIL WORK SESSION  
CITY COUNCIL CHAMBER CONFERENCE ROOM  
1005 BAKER AVENUE  
MONDAY, MARCH 7, 2016 5:00 PM**

1. Call to order
2. Review and Discussion of South Whitefish Transportation Plan
  - Introduction of topic and overview – City Manager
  - Overview of South Whitefish Transportation Plan – Public Works/Planning
  - Discussion of specific issues:
    - Need for another east-west bridge over Whitefish River – Chuck Stearns
      - 7<sup>th</sup> Street Bridge vs 13<sup>th</sup> Street Bridge
      - 13<sup>th</sup> Street Bridge encumbrance on North Valley Hospital property
      - Extension of 7<sup>th</sup> Street between Spokane Avenue and Kalispell Avenue
    - Extension of Whitefish Avenue through vacant land to Shiloh Ave and JP Road – Craig W and Dave T
    - Need for an east-west connection from Hwy 93 to Karrow Avenue – Chuck Stearns
    - Southward extensions of Columbia Avenue and Baker Avenue to provide collector streets which parallel Hwy 93 South – Public Works
    - Prospects for a future traffic signal on Hwy 93 between Commerce Street (Mountain Mall) and JP Road
    - Extension of Flathead Avenue to 18<sup>th</sup> Street – Public Works
    - Need and possibility of doing an update to the plan
    - Other issues
3. Public Comment
4. Direction to City Manager on above topics
5. Adjourn

# SOUTH WHITEFISH TRANSPORTATION PLANNING PROJECT

LONG RANGE RESOURCE DOCUMENT

CITY OF WHITEFISH, MONTANA

OCTOBER, 1999



ENGINEERING  
SURVEYING  
PLANNING

## **RESOLUTION NO. 00-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ADOPTING AN AMENDMENT TO THE SOUTH WHITEFISH NEIGHBORHOOD PLAN, WHICH IS AN ADDENDUM TO THE WHITEFISH CITY-COUNTY MASTER PLAN YEAR 2020.**

WHEREAS, the Whitefish City-County Master Plan Year 2020 currently contains, as an Addendum, the South Whitefish Neighborhood Plan; and

WHEREAS, Recommendation No. 4 of the South Whitefish Neighborhood Plan called for the preparation of a major street alignment study for streets and bike and pedestrian ways within the South Whitefish Neighborhood Plan; and

WHEREAS, in October, 1998, the City of Whitefish hired WGM Group of Missoula to undertake a specific street alignment study for the purpose of refining the South Whitefish Neighborhood Plan. WGM Group held a community forum in Whitefish on February 24, 1999, to receive input from affected property owners. In September, 1999, a final draft document was presented to the City at which time a public hearing was held before the City Council. Based on the hearing, the Whitefish City Council directed staff to begin the process of amending the City-County Master Plan to incorporate the transportation findings prepared by WGM Group; and

WHEREAS, a duly noticed public hearing was held by the Whitefish City-County Planning Board on September 16, 1999. Prior to the hearing a notice of the proposed amendment was sent as a courtesy to every property owner within the South Whitefish Neighborhood. The Whitefish City-County Planning Board took public comment, reviewed the South Whitefish Neighborhood Plan Amendment, considered FRDO Staff Report No. WMPA-99-4, and thereafter unanimously adopted a motion to recommend approval of the proposed amendment to the Master Plan; and

WHEREAS, the Whitefish City Council held a duly noticed public hearing on January 3, 2000, at which it took public comment and considered and reviewed the South Whitefish Neighborhood Plan Amendment as well as the FRDO Staff Report No. WMPA-99-4; and

WHEREAS, at its January 18, 2000 meeting the City Council adopted Resolution No. 00-02, a resolution of intent to adopt the proposed amendment to the South Whitefish Neighborhood Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Whitefish, Montana, that the City Council adopts the South Whitefish Neighborhood Plan Amendment, a copy of which is attached hereto as Exhibit A, as an amendment to the South Whitefish Neighborhood Plan, which is itself an addendum to the Whitefish City-County Master Plan.

RESOLVED FURTHER, that the Whitefish City Council adopts the following amendments to the Whitefish City-County Master Plan and the South Whitefish Neighborhood Plan;

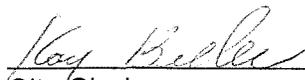
1. Chapter 9 of the City-County Master Plan entitled Transportation adds a new policy adopting the WGM Study dated October 1999 and entitled SOUTH WHITEFISH TRANSPORTATION PLANNING PROJECT - Long Range Resource Document as a resource aid to the plan.
2. In addition, Exhibit B (attached) entitled "The Conceptual Major Street System for South Whitefish" replace the existing Exhibit B as found in the South Whitefish Neighborhood Plan.
3. RECOMMENDATION #4 of the South Whitefish Neighborhood Plan shall be edited as follows to reflect the implementation of this recommendation:

The City has prepared a major street alignment study for the streets and bike and pedestrian ways proposed in Policies 1 and 2, as shown in Exhibit B. Exhibit B is hereby adopted as a policy statement to this plan. Determination of right-of way locations were premised on minimizing encroachment upon existing buildings, uses, and significant improvements. The exact location of these future major streets or cross connecting streets will be subject to the Major Street Alignment Study and in particular Exhibit B and negotiations with individual property owners as they develop their properties.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS 7~~TH~~ DAY OF FEBRUARY, 2000.

  
MAYOR

ATTEST:

  
City Clerk

*Flathead County*  
**Board of Commissioners**

(406) 758-5503

Howard W. Gipe  
Robert W. Watne  
Dale W. Williams



February 11, 2000

Mr. Gary Marks, City Manager  
City of Whitefish  
P. O. Box 158  
Whitefish, Montana 59937

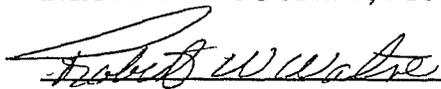
RE: South Whitefish Neighborhood Plan Text Amendment/  
Whitefish City-County Master Plan

Dear Mr. Marks:

On February 3, 2000, the Board of Flathead County Commissioners adopted the final resolution regarding the above-stated text amendment. Please find enclosed a photocopy of the minutes from that meeting.

Please contact this office if you have any questions regarding this matter.

Sincerely,  
BOARD OF COMMISSIONERS  
FLATHEAD COUNTY, MONTANA

  
\_\_\_\_\_  
Robert W. Watne, Chairman

Not Available for Signature

\_\_\_\_\_  
Howard W. Gipe, Member

  
\_\_\_\_\_  
Dale W. Williams, Member

FCBC:ecn

Enc: As stated

c: Flathead Regional Development Office

COMMISSIONERS' JOURNAL 00222

February 3, 2000  
(Continued)

00°13'51" W, 574.49 feet along said Westerly line to the point of beginning; containing 10.00 acres more or less.

BE IT FURTHER RESOLVED, that the change to the Columbia Falls Master Plan shall not take effect until approved by both the Board of Commissioners and the City Council of Columbia Falls, Montana.

DATED this 3rd day of February, 2000.

BOARD OF COUNTY COMMISSIONERS  
Flathead County, Montana

By: /s/Robert W. Watne  
Robert W. Watne, Chairman

By \_\_\_\_\_  
Howard W. Gipe, Member

By: /s/Dale W. Williams  
Dale W. Williams, Member

ATTEST:  
Susan W. Haverfield, Clerk

By: /s/Beverly J. Goettlich  
Deputy

Consideration of Adoption of Final Resolution: South Whitefish Neighborhood Plan/Whitefish City-County Master Plan

Present at the 9:15 A.M. Meeting were Chairman Watne, Commissioner Williams, and Clerk Goettlich.

Commissioner Williams made a motion to adopt the Final Resolution No. 677 K for the South Whitefish Neighborhood Plan/Whitefish City-County Master Plan. Chairman Watne seconded the motion. Aye - Watne and Williams. Motion carried by quorum.

RESOLUTION NO. 677 K

WHEREAS, the Whitefish City-County Planning Board has recommended that the Board of Commissioners and the Whitefish City Council revise the Whitefish City-County Master Plan by adding the "South Whitefish Transportation Planning Project" Report to Chapter 9 of that Master Plan, and would replace Exhibit B, "The Conceptual Major Street System for South Whitefish," with a new Exhibit B which is based upon the South Whitefish Transportation Planning Project Report to that Plan;

WHEREAS, the Board of Commissioners reviewed the proposed revision of the Whitefish City-County Master Plan; and

WHEREAS, the Board of Commissioners passed a resolution of intent (Resolution No. 677 J, dated January 20, 2000) to consider the adoption of the amendment to the Whitefish City-County Master Plan, as proposed by the Whitefish City-County Planning Board; and

WHEREAS, the Board of Commissioners has considered the comments presented to the Board since the adoption of that resolution of intent and has found that the revision of the Whitefish City-County Master Plan is appropriate.

NOW THEREFORE, BE IT RESOLVED, pursuant to Section 76-1-604, M.C.A., by the Board of Commissioners of Flathead County, Montana, that it hereby adopts the amendment to the Whitefish City-County Master Plan, as recommended by the Whitefish City-County Planning Board, to add the "South Whitefish Transportation Planning Project" Report to Chapter 9 of that Master Plan, and to replace the former Exhibit B titled "The Conceptual Major Street System for South Whitefish," with the new Exhibit B which is based upon the South Whitefish Transportation Planning Project Report.

DATED this 3rd day of February, 2000.

BOARD OF COUNTY COMMISSIONERS  
Flathead County, Montana

By: /s/Robert W. Watne  
Robert W. Watne, Chairman

By: /s/Dale W. Williams  
Dale W. Williams, Member

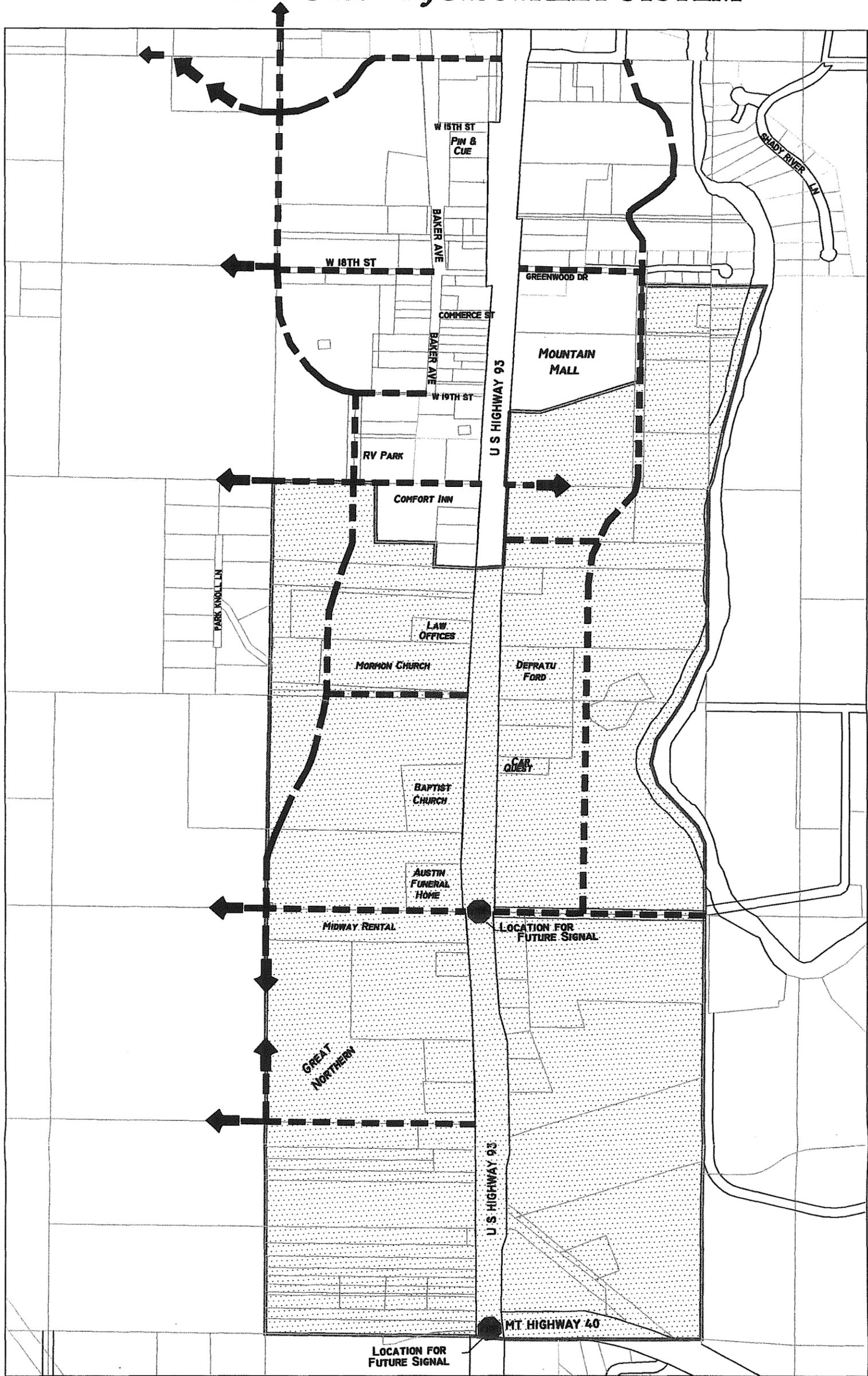
By \_\_\_\_\_  
Howard W. Gipe, Member

ATTEST:  
Susan W. Haverfield, Clerk

By: /s/Beverly J. Goettlich  
Deputy

# EXHIBIT B

## SOUTH WHITEFISH NEIGHBORHOOD & CONCEPTUAL MAJOR STREET SYSTEM



Adopted 2/7/00 City Res#00-04 County Res#677K



- NEIGHBORHOOD BOUNDARY
- PROPOSED MAJOR STREET ALIGNMENT

MAP CREATED 5/11/00  
BY FLATHEAD REGIONAL DEVELOPMENT OFFICE  
H:\GIS\NEIGH\_FL\150WF811A.DWG

# ACKNOWLEDGMENTS

## CITY STAFF

John Wilson P.E., City Engineer

Karin Hilding P.E., Assistant City Engineer

Greg Acton, Utilities Supervisor

## COUNTY STAFF

Tom Jentz, Director, Flathead Regional Development Office

Cookie Davies, GIS Technician, Flathead Regional Development Office

## PROJECT STAFF

### ENGINEERING AND PLANNING

Woody Germany P.E., Project Manager, WGM group

Nicholas Kaufman, Project Planner, WGM group

### DRAFTING AND GRAPHICS

Carlos Godina, WGM group

### SECRETARIAL

Karen Wilson, WGM group

# SOUTH WHITEFISH TRANSPORTATION PLANNING PROJECT

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<b>APPENDIX A:</b>	<b>Attendees and Public Meeting Notes from February 24, 1999.</b>
<b>APPENDIX B:</b>	<b><u>South Whitefish Neighborhood Plan, Addendum To The Whitefish City County Master Plan. June 1, 1998</u></b>

## Chapter 1 Introduction

General. In June of 1998, the City of Whitefish adopted the South Whitefish Neighborhood Plan as an addendum to the Whitefish City-County Master Plan. See Appendix B. This document acknowledges the need for the pro-active development of a transportation network in the South Whitefish planning area.

On Page 5, the Plan states:

- The lack of alternative routes on either side of Highway 93, makes circulation very inconvenient for multiple-stop shopping and service operations such as delivery trucks and recyclable collection which have to mix with highway traffic after each stop.
- The lack of an expanded street system impedes the development of the commercial district and development of residential neighborhoods behind the commercial corridor, thereby encouraging a linear strip of growth pattern along the existing thoroughfare.
- Highway commercial developments in semi-rural areas often lack a traditional grid townscape and pedestrian friendly design. These design features provide important economic advantages for commercial districts: convenient circulation; multiple-stop shopping trips that benefit small businesses located near anchors; a local customer base of nearby employees and residents; broader sharing of infrastructure costs; and appealing urban design.
- The existing development pattern provides few design features to attract and provide safe access for pedestrians and bicyclists, such as interconnected pathways separated from traffic, variety of shopping destinations with a short walk, windows facing pedestrian areas, landscaping, seating, pedestrian signs, bike racks and crosswalks. The intent of the WB-2 Zoning District is automobile oriented; however, the design of the Highway 93 reconstruction incorporates provisions to accommodate both bicyclists and pedestrians, albeit in a different manner than provided in the WB-2 Zoning District.
- Municipal lack of planned alignments for a grid street system will reduce or preclude options for street construction in the future as development encompasses potential right-of-way locations.

A detailed transportation plan and road alignment study were not undertaken with the South Whitefish Neighborhood Plan. The Plan does contain the following Recommendation:

The City shall prepare a major street alignment study for the streets and bike and pedestrian ways proposed in Policies 1 and 2 and Map Exhibit B for the South Whitefish Neighborhood within twelve (12) months. Determination of the right-of-way locations should give consideration to minimizing encroachment upon existing buildings, uses and significant improvements. Accomplishment of this street alignment study should not delay adoption of this neighborhood plan. The exact locations of these future major streets or cross-connecting streets will be subject to the Major Street Alignment Study and negotiations with individual property owners as they develop their properties.

In September of 1998, the City of Whitefish began a selection process to hire a consultant to prepare the South Whitefish Transportation Planning Project.

Authorization. The City of Whitefish hired WGM group in December of 1998 to prepare the South Whitefish Transportation Planning Project. WGM group has been working with the City for the intervening months to prepare the study.

Scope of Study. The study consists of the following components:

- I. Preliminary research, field surveys, evaluation and review of existing reports.
- II. Evaluation of existing and anticipated land use patterns.
- III. Identify and evaluate environmental, topographical and geographical issues pertinent to the future street development.
- IV. Conduct a public meeting, one-on-one interviews and respond to public inquires.
- V. Prepare maps and reports, including findings, conclusions and recommendations for transportation improvements within the study area.
- VI. Presentation of the draft report to the City Council and incorporation of comments into a final report.

Background. The proposed expansion and improvements to Highway 93 from Whitefish south to Highway 40 provided the catalyst for the City and County to focus on land use planning and the extension of capital facilities including sewer, water and streets in the neighborhood affected by the proposed highway expansion. This effort on the part of the community to be pro-active in the approach to planning and extension of capital facilities will preserve utility and transportation corridors, encourage development patterns that create neighborhoods and reduce the public cost of services. As a part of this planning effort a number of studies have been prepared. Some of the studies focus on the South Whitefish Neighborhood while others address the broader community but influence the potential transportation system for the South Whitefish Neighborhood.

Previous Reports. A number of existing studies contain information vital to understanding the development trends and patterns as they relate to the future transportation plans in the South Whitefish Neighborhood.

- *South Whitefish Neighborhood Plan, Addendum To The Whitefish City County Master Plan* was adopted by the City of Whitefish on June 1, 1998, and by the Flathead County Commissioners on July 16, 1998. The plan provides clear and detailed direction for the development of the South Whitefish Neighborhood and was prepared in response to requests for the extension of capital facilities south from the current city limits to serve the area influenced by the improvements to Highway 93.

The South Whitefish Neighborhood Plan is located on the southern approaches to the City of Whitefish and is bisected from north to south by Highway 93. Starting at the south, the neighborhood extends northerly with varying widths on both sides of Highway 93 from the intersection of Highway 40 with Highway 93 to Pizza Hut on the west side of Highway 93 and to Mountain Mall on the east side of the highway.

The plan contains a number of policies and recommendations for land use, extension of capital facilities and the need for a detailed transportation plan to preserve future corridors as the neighborhood develops.

- *The Highway 93 South Water And Sewer Special Improvement District*, October, 1998. This preliminary engineering report was prepared by WMW Engineering PC. The report presents information regarding the potential creation of a Special Improvement District to provide financing for the extension of water and sewer south along Highway 93 from the city limits to the junction of Highway 40. The study contains projections on residential and commercial development in the South Whitefish Neighborhood. The passage of CI-75 in the last State Legislative Session delayed the initiation of this

Special Improvement District. The State Supreme Court subsequently overturned the legislation enacted by CI-75. The extension of sewer and water into the South Whitefish Neighborhood will increase the growth potential of this neighborhood.

- *The Transportation And Storm Drainage Master Plan, Whitefish, Montana, Robert Peccia and Associates, July, 1998.* This plan provides a tool for the city in prioritizing its street and utility improvements and storm water management. The Master Plan summarized past transportation studies and provides a prioritized list of street improvement projects. Local drainage problem areas are identified and recommendations for eliminating the problems are presented. The study area is the Whitefish city limits as they existed at the time of the study.
- *Standards For Design And Construction, Whitefish, Montana, Public Works Department, December, 1997.* This document provides standards of design and construction of infrastructure in the City of Whitefish and contains standards for future street widths, grades and right-of-way widths.
- *Whitefish, Zoning Jurisdiction Regulations, Whitefish Municipal Code, Title 17, October 21, 1996.* This document provides performance standards for the development of property in the zoned areas of the City of Whitefish. This document provides a guide to the type of development that will occur in the northern portion of the study area.
- *Whitefish Traffic Operations Study, Carter and Burgess, December, 1994.* This document provides an overview of the traffic and transportation system as it existed in 1994 and was prepared to assist the Flathead Regional Development Office in updating the Whitefish City-County Master Plan.
- *Flathead County Zoning Regulations, September 27, 1993.* This document provides performance standards for the development of property in the zoned areas of Flathead County. This document provides a guide to the type of development that will occur in the southern portion of the study area.

The above-mentioned studies provide base material and information for the preparation of the South Whitefish Transportation Planning Project.

## Chapter 2 Current Conditions

Study Area Boundaries. The study area for the South Whitefish Transportation Planning Project encompasses the area of the South Whitefish Neighborhood Plan and a portion of the area surrounding the Neighborhood Plan. The city limits generally form the north boundary of the study area and Highway 40 forms the south boundary. Karrow Road forms the west boundary and the Whitefish River forms the eastern boundary except where the river turns easterly near the corner of Sections 5, 6, 7 and 8, the study area continues south parallel to Highway 93 staying about one-quarter of a mile east until it reaches the southerly study area limits at Highway 40.

The study area is larger than the area of the Neighborhood Plan. This allows the study of potential connections of grid system roads to the existing major north-south routes.

Geographical Setting. Whitefish is located in a mountainous area of northwestern Montana. Whitefish Lake forms the northwestern boundary of the community. Big Mountain, a popular winter recreation resort, is also located north of town. Whitefish lies south of the Canadian border and north of Kalispell. The community is not far from Glacier National Park.

Whitefish Lake and Glacier Park are major tourist attractions that bring visitors to Whitefish in the summer months. Big Mountain is a major ski resort and attracts visitors from throughout the region in the winter months. Because of its proximity to Canada, Whitefish is an international resort destination. Highway 93 bisects the community and is a major highway that runs between Mexico and Canada. This highway provides a major transportation corridor for vehicles passing through Whitefish to other destinations. The highway is also used to transport lumber and raw materials, tourists and commuters who live in Whitefish but work in Kalispell or outlying communities.

Because of the traffic exposure, Highway 93 is a major attractor for businesses. As businesses continue to locate along Highway 93, the opportunity for east-west transportation corridors will diminish. Additionally the increased driveway access points will diminish the carrying capacity of the highway. Additional transportation corridors that parallel Highway 93 must be planned to provide local access and to preserve the capacity of Highway 93.

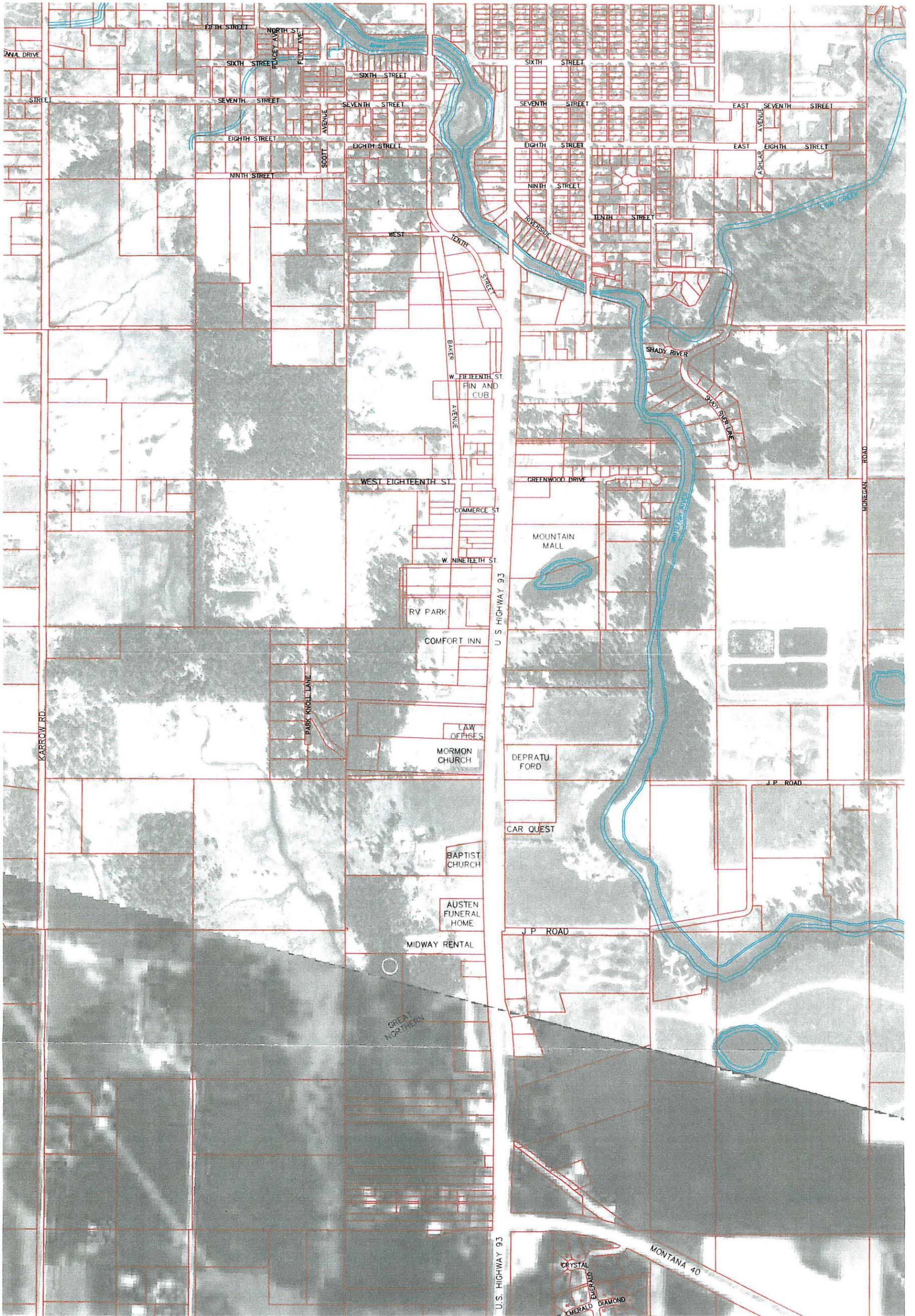


FIGURE 2-1  
STUDY AREA  
WHITEFISH, MONTANA  
City Council Packet March 7, 2016 page 16 of 336

**WGM group**  
ENGINEERING • SURVEYING • PLANNING  
3021 Palmer • (406) 728-4611  
P.O. Box 16027 • Missoula, MT 59808

PROJECT: 98-10-05  
FILE No: 981005SA.DWG  
SURVEYED: ---  
DESIGN: ---  
DRAFT: CEC  
APPROVE: NPK  
DATE: OCTOBER 11, 1999  
SHEET: 1 of 1 SHEETS

Geology. The city is located in a glacially formed valley and is surrounded by mountains. Whitefish Lake is located at the north end of town. The Whitefish River runs south through town and through the eastern portion of the study area. The Whitefish River is a significant physical factor in planning for transportation corridors because of the tremendous added cost of constructing bridges at potential river crossings.

The portion of the community that is located in proximity to the Whitefish River sits on an outwash plain. Stream terraces form benches above the floodplain. These benches consist of undifferentiated, poorly sorted parent material formed in glacial outwash. The remainder of the study area is composed of ground moraine and terminal moraines. These moraines were formed as the glaciers receded and their sediment load was deposited as they retreated.

Ground moraines are formed as glaciers melt in place and have little topographic relief. Terminal moraines form when the end of the glacier is melting but the glacier is still moving. The sediment dropped from the melting ice at the terminus of the glacier piles up as more sediment laden ice moves forward to melt at the same terminus point. Silty soils overlay the silty glacial deposits. The study area has an elevated moraine that forms a ridge between Karrow Road and Highway 93 in the western portion of the study area.

Soils. Glacial soils are typically non-porous and do not freely drain. Glacial deposition is not sorted. That is, as glaciers melt and recede the soil and mineral aggregate locked in the ice simply falls out as the ice melts. Thus, there is a combination of different sized particles from fine silts to large boulders all packed together. There are few voids through which water can flow and the soils are referred to as poorly drained. Poorly drained soils have special considerations for road construction. Table 2-1 provides the name and symbol for the soil types found in the study area.

**Table 2-1**  
**Study Area Soils**

SYMBOL	NAME
Aa	Alluvial land, poorly drained
Ab	Alluvial land, well drained
De	Depew silty clay loam
Ha, Hb	Half Moon silt loam
Hc, Hd, He, Hf	Half Moon very fine sandy loam
Md, Me	McCaffery loamy fine sand
Ms	Muck and Peat
Ra	Radnor silt loam, 0-3 percent slopes
Rb	Radnor silty clay loam, 0-3 percent slopes
Sk	Stryker silt loam, 0-3 percent slopes
Wm, Wn	Waits and Krause stony loams
Wr, Ws, Wt	Whitefish cobbly silt loam
Wv	Whitefish gravelly silt loam
Wza, Wzb, Wzc	Whitefish silt loam
Wzg, Wzh	Whitefish stony silt loam

SOURCE: *Upper Flathead Area Soil Survey, 1958.*

Table 2-2, provides information about the soil types in the study area. The soils provide an indication of limitations for building local roads and streets. The information aids engineers and planners as to what type of constraints might be encountered as transportation corridors are planned.

**Table 2-2**  
**Soil Features**

SOIL SYMBOL	LEGEND	WATER FEATURES (FLOODING)	BLDG. SITE DEV. (LOCAL ROADS/STREETS)	HYDRIC SOILS
Aa	S <sup>F</sup>	Frequent	Severe – Flooding	Poorly Drained
Ab	S <sup>F</sup>	Frequent	Severe – Flooding	Poorly Drained
De	S	None	Severe	Nonhydic
Ha	S <sup>S</sup>	None	Severe – Large Stone	Nonhydic
Hb	S <sup>S</sup>	None	Severe – Large Stone	Nonhydic
Hc	S <sup>S</sup>	None	Severe – Large Stone	Nonhydic
Hd	S <sup>S</sup>	None	Severe – Large Stone	Nonhydic
He	S <sup>S</sup>	None	Severe – Large Stone	Nonhydic
Hf	S <sup>G</sup>	None	Severe – Slope	Nonhydic
Md	SL	None	Slight	Nonhydic
Me	M	None	Moderate	Nonhydic
Ms	S <sup>W</sup>	None	Severe – Subsides, Wetness & Frost Action	Nonhydic
Ra	S <sup>CL</sup>		Severe – Low Strength	Nonhydic
Rb	S <sup>CL</sup>		Severe – Low Strength	Nonhydic
Sk	S <sup>W</sup>	None	Severe – Wetness	Nonhydic
Wm	M <sup>S</sup>	None	Moderate – Large Stone	Nonhydic
Wn	S <sup>G</sup>	None	Severe – Slope	Nonhydic (Poorly Drained)
Wr	M <sup>S</sup>	None	Moderate – Large Stone	Nonhydic
Ws	M <sup>S</sup>	None	Moderate – Large Stone	Nonhydic
Wt	S <sup>G</sup>	None	Severe – Slope	Nonhydic
Wv	M	None	Moderate – Small Stone	Nonhydic
Wza	M	None	Moderate	Nonhydic
Wzb	M	None	Moderate	Nonhydic
Wzc	M <sup>G</sup>	None	Moderate – Slope	Nonhydic
Wzg	S <sup>G</sup>	None	Severe – Slope	Nonhydic
Wzh	S <sup>G</sup>	None	Severe – Slope	Nonhydic

SOURCE: Upper Flathead Area Soil Survey, 1958.

Note, according to the USDA, a hydric soil is a soil that is saturated, flooded or ponded long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile. Hydric soils are indicators of prolonged ponding, flooding or saturation. These conditions increase road costs and are indicators or possible wetlands. Soils that are nonhydic do not exhibit characteristics of prolonged flooding, saturation or ponding. Public involvement in the scoping portion of the project indicated likely potential for prolonged flooding, ponding or saturated areas between Highway 93 and Karrow Road. The soils survey, which is a good indicator of soil conditions, provides general information that prolonged flooding, ponding or saturation may not be a significant issue for route planning. This does not mean that further investigation or analysis is not needed as routes are further defined and evaluated.



Surface Water. There are numerous surface water features in the area. We will discuss those surface water features that affect the study area.

The Whitefish River runs parallel to Highway 93 on the east side of the study area. The river poses a major cost constraint for future bridge construction.

Surface water drains slowly from glacial soils. The study area contains several potential wetland areas that can be identified on Figure 2-2, the Soils Map, as Ra, Radnor silt loam and MS, muck and peat. In the southeast corner of the study area is a large pond. During intense periods of spring runoff, this pond can flood. The pond tends to collect storm water. Also in the eastern portion of the study area, on the east side of Highway 93, between the Ford dealership and the river is a Montana Department of Transportation storm water detention area.

Topography. The eastern portion of the study area has little relief except along the banks of the Whitefish River. The western portion of the study area has a glacial moraine deposit that rises fifty to sixty feet above the elevations at Highway 93. This topographic feature is a constraint to transportation corridors without the integration of curves and cut and fill into the road section to bring road grades into acceptable limits. Refer to Figure 3-3 for topographic information within the study area.

Land Ownership. The City of Whitefish provided a land ownership map for the study. The map provides the names of most of the landowners in the eastern portion of the study area and that portion of the western study area proximate to Highway 93. The ownership map was originally prepared as part of the research for the previously discussed Special Improvement District for the extension of sewer and water into the South Whitefish Neighborhood. Please refer to Figure 3-4 for land ownership.

Existing Land Use. The South Whitefish Neighborhood Plan contains a map of the existing land uses in the eastern portion of the study area and along Highway 93 in the western portion of the study area. Land uses between Karrow Road and the commercial land uses shown in the South Whitefish Land Use Plan are generally residential and agricultural. Please refer to Exhibit 2, the land use map in the South Whitefish Neighborhood Plan and Figure 2-3, the topographic map with air photo that illustrates the land uses in the study area.

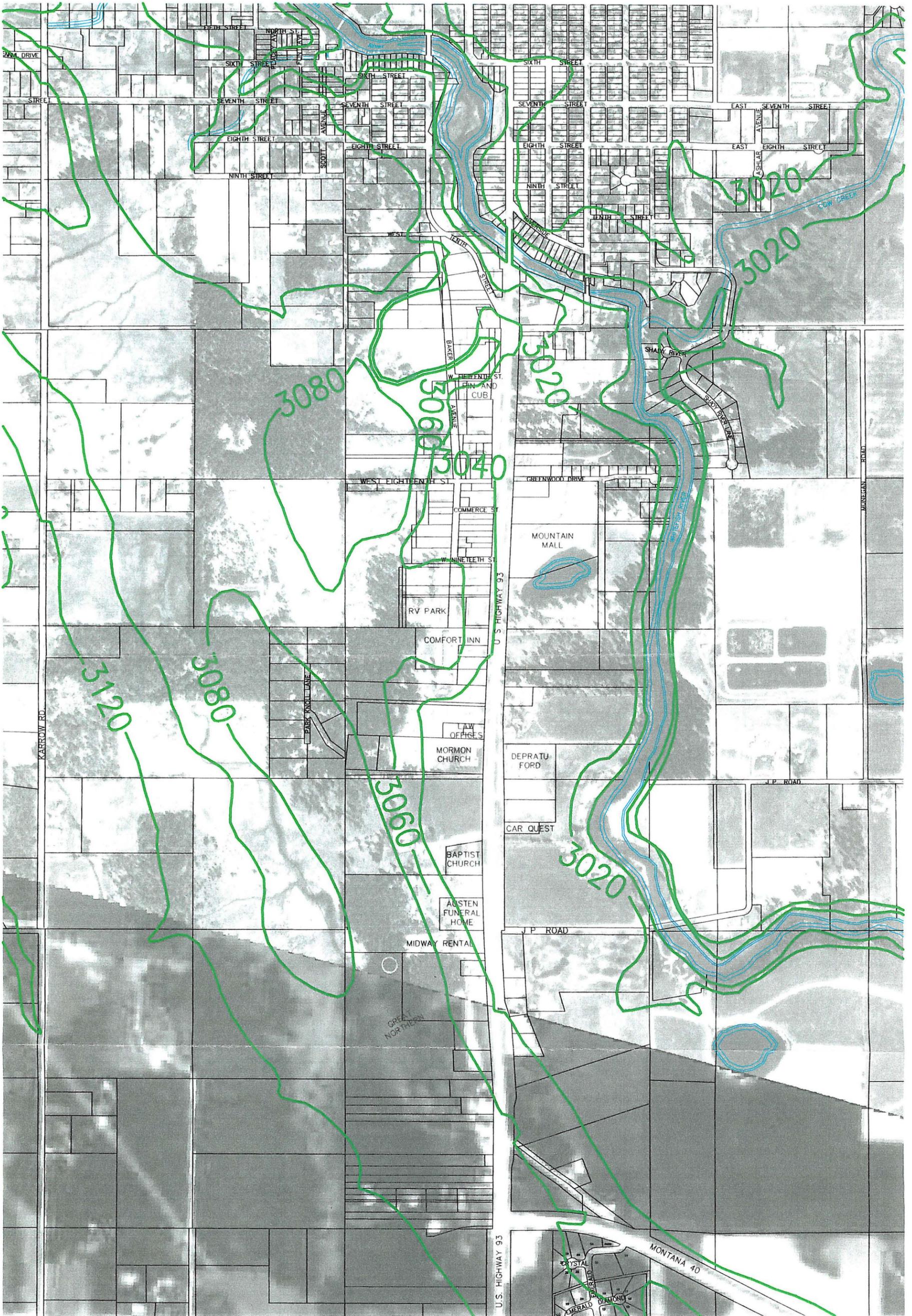


FIGURE 2-3  
 TOPOGRAPHIC MAP  
 WHITEFISH, MONTANA  
 City Council Packet March 7, 2016 page 22 of 336

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PROJECT: 98-10-05  
 FILE No: 981005TM.DWG  
 SURVEYED: ---  
 DESIGN: ---  
 DRAFT: GEC  
 APPROVE: NFW  
 DATE: OCTOBER 11, 1999  
 SHEET: 1 of 1 SHEETS



FIGURE 2-4  
 LAND OWNERSHIP  
 WHITEFISH, MONTANA  
 City Council Packet March 7, 2016 page 23 of 336

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PROJECT: 98-10-05  
 FILE No: 981005LO.DWG  
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 DRAFT: CEC  
 APPROVE: NPK  
 DATE: OCTOBER 11, 1999  
 SHEET: 1 of 1 SHEETS

Land Use Plans. South Whitefish Neighborhood Plan and the Whitefish City-County Master Plan are the official planning documents for the study area. The land use plans project growth within the study area. The goals of the South Whitefish Neighborhood Plan include:

- Development and growth of viable commercial, industrial and residential districts to enhance the entire community.
- A comprehensive circulation system providing safe and efficient access to all land uses and avoiding undue congestion of Highway 93.
- Encourage commercial growth on Highway 93 South which complements downtown and the community as a whole.

Policies contained in the South Whitefish Neighborhood Plan include:

- As substantial development occurs in the neighborhood, concurrent construction of an expanded street system including bike and pedestrian routes are encouraged, to include parallel north-south collectors, periodic cross connectors and local streets as needed.
- The neighborhood street system should include southward extensions of Baker Avenue and Columbia Avenue as back streets parallel to Highway 93, designed to function as continuous collector streets. These proposed collector streets should be fronted on both sides with commercial uses, backed by residential uses on the outer fringes of the neighborhood, improving circulation within the business district without encroaching into residential areas. In appropriate areas, some properties may require rezoning to accomplish the desired objective of broadening the commercial districts or enabling the alignment of the major collector streets. Where feasible, new residential development should front on local streets radiating out from or parallel to Baker and Columbia avenues, rather than fronting on these collector streets. The street system should also include cross streets and provide for bike and pedestrian routes.

Site design of future development should reduce dependence on Highway 93 for circulation within the business district. For example, primary driveway approaches into side and back streets are encouraged. Driveway approaches onto Highway 93 have been established by MDT as part of the highway reconstruction, and few, if any, additional curbcuts will be approved in the future.

### Chapter 3 Future Conditions

Planning Period. This study has the same planning period as the South Whitefish Neighborhood Plan and should serve the community through the year 2006, when updates to the comprehensive land use plan and this study should be made. During this time the community will see increased pressure for development. The corridors are designed to be reasonable and feasible routes. Actual road location will have to be based upon conditions that exist at the time of right-of-way acquisition.

Development Trends. Adopted planning documents recognize the growth potential within the study area. The City of Whitefish has annexed the land along both sides of Highway 93. The community is actively pursuing the extension of sewer and water to serve this area. The creation of a special improvement district to fund the extension of sewer and water is expected to occur in August, 1999, with construction beginning in the year 2000. The extension of sewer and water will undoubtedly increase the rate of development in the South Whitefish Neighborhood.

Currently, there are two major developments under consideration in the study area. *Great Northern Center*, is a mixed use development located on the west side of Highway 93 near JP Road. *Riverside*, is a proposed development in the southeastern portion of the study area. This development received governing body approval in July of 1999. The plans call for 260 single family housing units, ten acres of assisted living, fifty-three acres of youth sports fields, a 3,000 foot long linear park along the Whitefish River and ten acres of city park.

It is imperative that the city actively pursue acquisition of the right of way corridors needed to provide suitable transportation to the commercial and residential development that is occurring in the South Whitefish Neighborhood.

## Chapter 4 System Analysis

Route Selection. Initial route selection was made based upon physical characteristics within the study area, the existing street system, projected growth, existing buildings and improvements and field reconnaissance.

East Side. On the east side of Highway 93, the initial routes selected included a north-south collector parallel to Highway 93 extending between JP Road and Greenwood on the north side of Mountain Mall. Two additional connections to Highway 93 were planned for this north-south collector. Hospital construction and planned improvements at the hospital prevent the northerly extension of this north-south collector beyond Greenwood.

West Side. On the west side of Highway 93 a north-south collector was planned between Baker Avenue and a westerly extension on JP Road. Two additional north-south collectors were proposed on the quarter section lines westerly of Highway 93.

East-west routes between Highway 93 and Karrow Road were proposed along the extended alignments of Thirteenth, Eighteenth, JP Road and along the mid-section line of Section 1, south of the RV park.

The proposed road alignments were presented at a public meeting and then reviewed with the City of Whitefish engineering staff. The modifications included refining the location of the proposed routes to minimize the affects on existing structures and land uses and the removal of north-south routes on the west side of Highway 93. The routes were modified as shown on Figure 4-1.

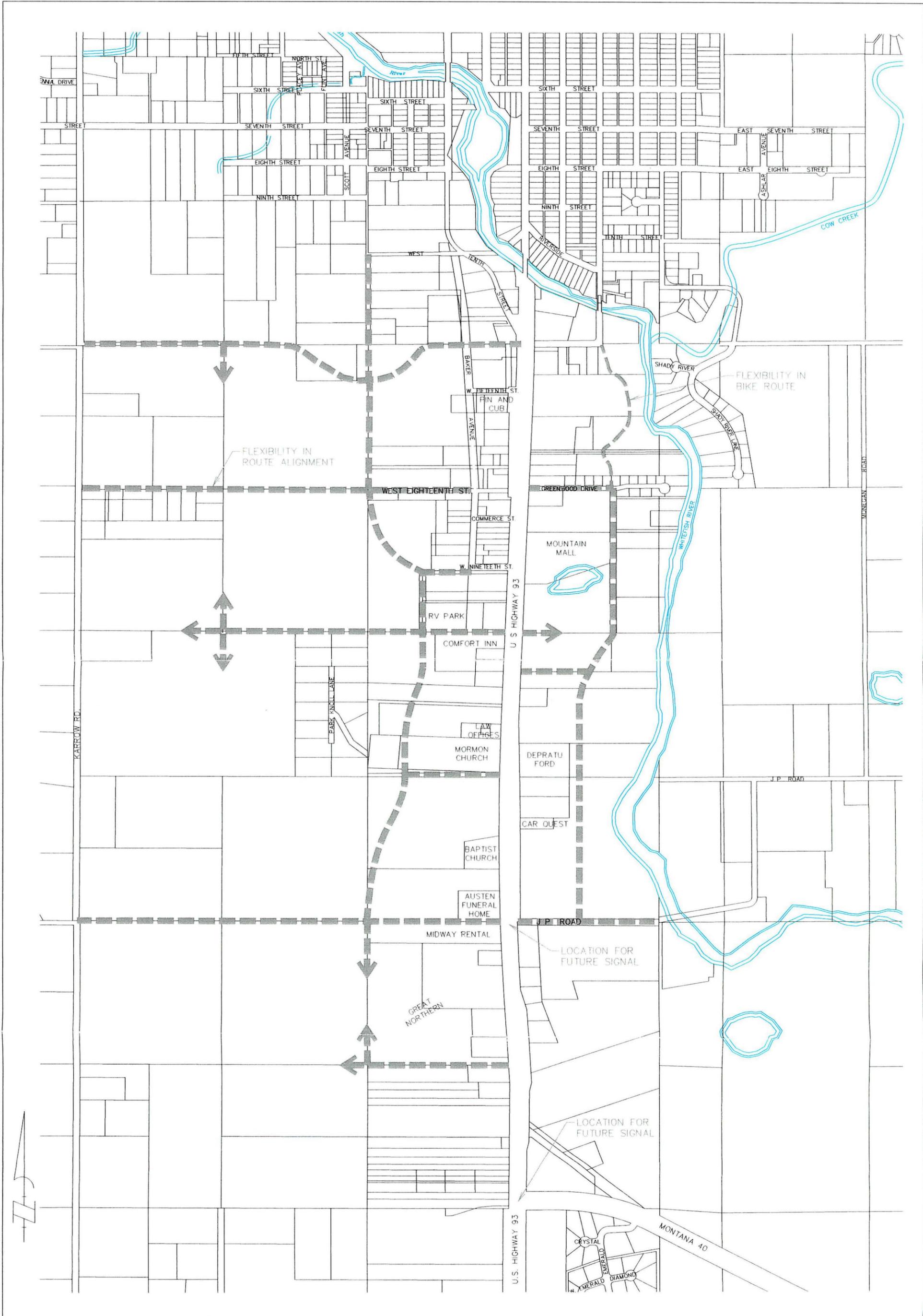


FIGURE 4-1  
PROPOSED TRANSPORTATION CORRIDORS



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PROJECT: 98-10-05  
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DATE: OCTOBER 11, 1999  
SHEET: 1 of 1 SHEETS

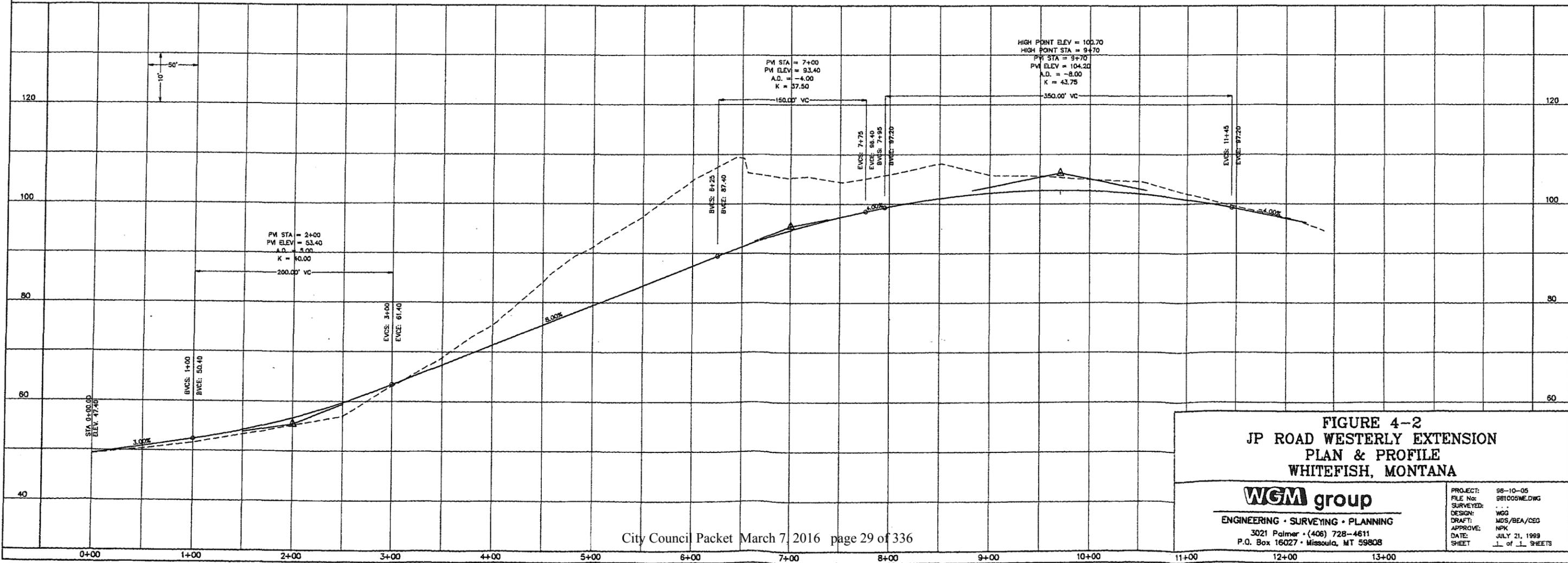
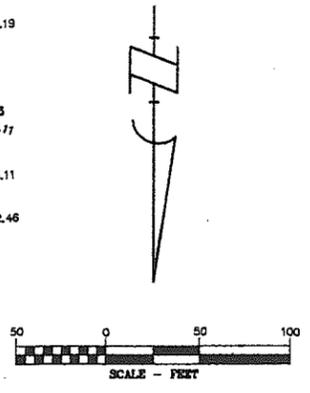
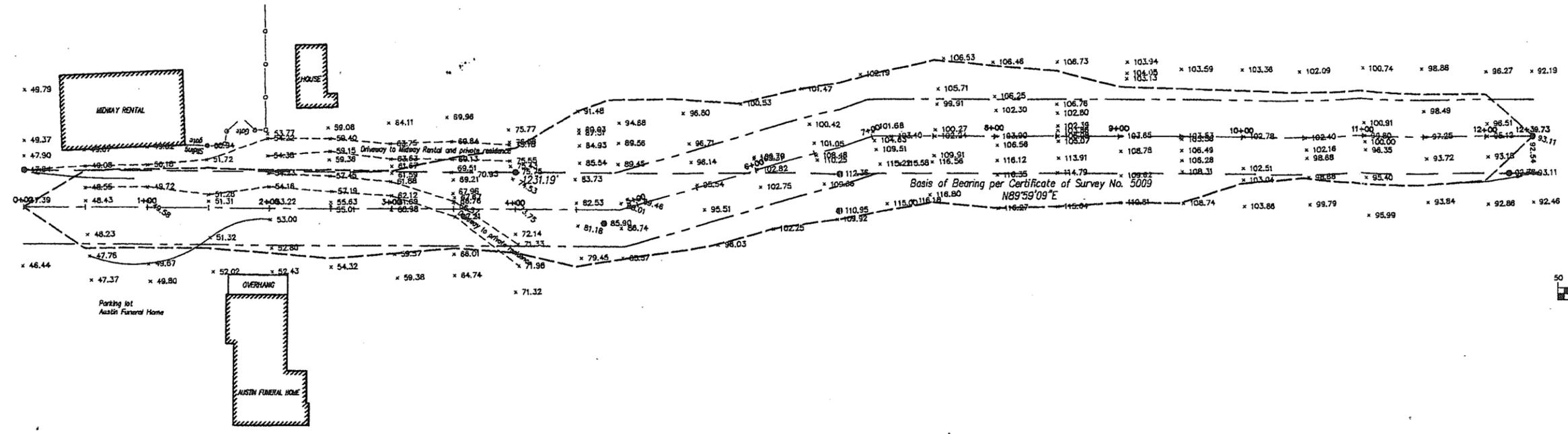


Public Involvement. On February 24, 1999, a public meeting was held in the South Whitefish Neighborhood. Just over twenty citizens attended the meeting. Also in attendance were the Planning Director for Flathead County, the City Engineer, the Assistant City Engineer and the Utilities Supervisor for the City of Whitefish and a representative of WGM group. The public reviewed a number of route options in an open house prior to the formal meeting. The routes were explained and the public comments were recorded. The major concern was for the number of routes proposed and how the routes might affect existing roads and buildings. Modifications were made to the proposed routes in response to public comments. Please refer to Appendix A for attendees and comments.

JP Road. JP Road is located on the east side of the study area, one-half a mile north of Highway 40. JP Road runs east from Highway 93, crosses the Whitefish River and connects to Monegan Road. Monegan Road is a collector street that carries east-west as well as north-south traffic. JP road and Monegan Road have the potential to be minor arterials as growth continues in the southwestern portion of the community. Improvements should be made to JP Road At its intersection with Highway 93 and widening should continue east to the bridge over the Whitefish River.

Great Northern Center is a proposed mixed-use development on the west side of US Highway 93. JP Road should be extended westerly through this development. The alignment will have to cross up and over the moraine that is located west of and parallel to Highway 93. Figure 5-2 shows the feasibility of this road extension. The road could be built to a city collector standard within a sixty foot (60') right-of-way with construction easements for the required cut and fill. JP road should be planned for extension westerly to Karrow Road.

# 30 FOOT OFFSET ALIGNMENT



**FIGURE 4-2**  
**JP ROAD WESTERLY EXTENSION**  
**PLAN & PROFILE**  
**WHITEFISH, MONTANA**

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PROJECT: 98-10-05	FILE No: 981005E.DWG
SURVEYED: . . .	DESIGN: WGM
DRAFT: MDS/BEA/CEG	APPROVE: HPK
DATE: JULY 21, 1999	SHEET: 1 of 1 SHEETS

Recommended Street Widths. Street width is a function of many factors. These include adequate number of lanes to carry the expected traffic, additional turn lanes at intersections, parking on the street, bike lanes, curbs, sidewalks and landscaped boulevard between the sidewalk and curb.

**Table 4-1  
Components of Street Width**

<b>Component</b>	<b>Width</b>
Driving Lanes	11 Feet
Turning Lanes	11 Feet
Parking	8 feet
Curbs <sup>1</sup>	1 Foot
Sidewalks	5 Feet
Bike Lanes	5 Feet
Comb. Bike Lanes & Parking	13 Feet
Boulevard Landscaping	5 Feet

<sup>1</sup> Curbs are generally made of concrete and are poured with an integral gutter. The gutter is functional as lane or parking width. Curbs on both sides of the street add about one foot of additional width.

The City of Whitefish publication, *Standards For Design and Construction*, contains construction standards for a variety of street classifications including arterials, collector streets without parking, collector streets with parking and local streets. Right-of-way standards are eighty feet (80') for arterial streets and sixty feet (60') for collector and local streets. Streets parallel to Highway 93 should be constructed to the city collector standard as should other streets in the proposed grid system. Street widths should be added as a function of specific design to accommodate turn lanes at intersections.

The need for a continuous two-way left turn lane is a critical issue affecting the widths of both collectors and arterials. The density of access points drives the need for a continuous left turn lane. As a general guideline, a continuous two-way left turn lane is required on a two lane collector when access spacing is less than 200 feet for a continuously developed roadway. A three lane roadway with a continuous two-way left turn lane can accommodate on the order of 15,000 to 20,000 cars per day, depending primarily on the spacing of signalized intersections. A continuous two way left turn lane on a five lane roadway operates well for traffic volumes up to 25,000 vehicles per day and access spacing on the order of 300 - 400 feet. Larger traffic volumes and greater access density than these guidelines warrants consideration of a continuous raised median on a five lane arterial. The Montana Department of

SOUTH WHITEFISH  
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Transportation guidelines call for consideration of a raised median when volumes exceed 30,000 vehicles per day. Continuous street lighting should be provided any time a raised median is present.

Right-Of-Way Widths. The City of Whitefish publication, *Standards For Design and Construction*, contains right-of-way standards for different street classifications. These right-of-way standards are a good starting point but should be considered as minimum requirements. Right-of-way widths may need to increase as a function of terrain. The study area does contain topographic relief that will necessitate a wider right-of-way or easement to accommodate road construction. A minimum of 25 foot radius should be platted at the intersection of the right-of-way for collectors and arterials. This allows for adequate turning radii to be accommodated when the street is developed.

Bicycle Facilities. The identification of intended users is a critical issue in planning for bicycle facilities. Highly skilled riders are comfortable riding with traffic and can efficiently use the arterial and collector system for circulation. Skilled riders are the most likely to use the bicycle as a primary mode of transportation. Less skilled or confident riders should be accommodated on other routes and are less likely to use a bike as a primary mode of transportation unless other safe routes are provided. Critical transportation routes for children to and from schools and parks should be accommodated on separate facilities, preferably off-street. It is also important to distinguish between recreational riders and the commuter or functional riders.

Separate designation of on-street bike lanes is an appropriate level of development for collectors and arterials. Bike lanes provide clear delineation for both the bicyclist and driver, especially in congested areas and at intersections. The intended user is the highly skilled rider who is using the bike a primary transportation and is comfortable with riding in traffic. Alternative routes should be planned for cyclists who are less comfortable or skilled, and for children.

Separate route designation for cyclists on lower volume back streets is mainly intended for the less skilled rider and is being done less frequently throughout the country. Skilled riders will tend to continue to use the fastest route that is generally the arterials and collectors. The result is that the separate route designation is sparsely used and is often abandoned as the maintenance costs start to exceed the benefits.

Two-way bike paths are important facilities for bikes and pedestrians. Careful planning and application of these facilities is required. Separate paths adjacent to arterials and collectors should only be considered for specific locations where children or a high number of recreational riders are present and no other route exit. The number of access points and turning traffic volumes should also be at a minimum. Separate path facilities adjacent to high volume streets creates a conflict point with driveways. Drivers are not expecting bicycles coming from the opposite direction as traffic. Path users must cross behind stopped vehicles waiting to enter the roadway, creating a sight obstruction for vehicles turning into driveways. Skilled riders operating at higher speeds will also tend to avoid the path facility and continue to ride in the roadway. Paths intended for shared bicycle and pedestrian use should provide a minimum 8 foot paved surface with 2 foot gravel shoulders on each side. A 10 foot paved surface is desirable.

Greenways with paved bike and pedestrian facilities are highly desirable in new residential developments where large number of children and recreational riders are present. This type of facility allows children to ride and walk safely to school and parks. It also accommodates and encourages bicycling as a recreational

use is these areas. These facilities connect neighborhoods and can contribute significantly to the livability and desirability of a residential neighborhood.

Bike lanes can be accommodated adjacent to the driving lanes until such time as the City of Whitefish formulates a formal bicycle transportation system. Bike lanes should be provided on those routes that are part of an adopted non-motorized plan. Greenway planning is an important transportation issue that should be integrated with planning for parks and schools.

Location of Sidewalks. Sidewalks should be located along all selected street routes. Landscaped boulevards are recommended to provide a buffer between traffic on the street and pedestrians. Boulevards also provide a critical snow storage area for street plowing operations. The boulevard also helps to create an aesthetically pleasing "street scape" that can have a calming effect on traffic. Minimum width for low volume and boulevard sidewalks is 5 feet. Sidewalks directly adjacent to arterials and collectors should be a minimum of 8 feet wide. Four foot tree pits are desirable in this situation and can be paved with concrete or asphalt until trees are added.

Transit. Transit service is not currently available in the Whitefish area. Because of the small population base and relatively light population densities, fixed route transit service is not likely to be cost effective in the foreseeable future. A demand responsive van service is appropriate for a community the size of Whitefish and is provided in many small communities throughout Montana. This type of demand responsive service, or "dial-a-ride," is primarily oriented to serving the elderly and individuals without access to a motor vehicle. The demand for this type of service is anticipated to increase as our population ages. A portion of the funding for this type of service is available through the Montana Department of Transportation and the Federal Transit Administration. Sidewalks at both the origin and destination are key components of transit supportive infrastructure. Benches and shelters are also important features for seniors at high use locations like assisted living centers and at shopping centers.

Recommendations for Signalization. A traffic signal should be planned at all locations where a collector intersects with another collector or arterial. Traffic signals provide important controlled pedestrian crossing opportunities and should be considered in carefully thought out non-motorized transportation planning. Consideration should be given to future interconnection of traffic signals on arterial and collector streets were a series of signals occur with spacing of less than 800 feet.

Traffic signals exist at Thirteenth and at the entrance to Mountain Mall. The signal at Mountain Mall severely restricts the potential for a signal, in the future, at Eighteenth Street. To better serve the future transportation needs of the community the signal at Mountain Mall could be re-located to Eighteenth Street.

MDT prefers to have at least one-quarter mile spacing for signals on large volume highways.

The Community should plan for a signal at JP Road and Highway 93. This signal location must be preserved and approval of other traffic signals on Highway 93 that would preclude the signal at JP Road should not be allowed.

Alternative Intersection Control - The use of round-a-bouts has recently increased as a method of intersection control throughout the United States. Round-a-bouts are a very viable method of intersection control. In specific situations and, when appropriately applied, round-a-bouts can have equal or greater traffic movement capacity than a conventional traffic signal. Round-a-bouts have also been shown to reduce traffic crashes by 50-75 percent when replacing a conventional traffic signal. Round-a-bouts have been shown to cost the same to construct as a traffic signal and long term operating costs are lower. Careful study and implementation is required if this form of intersection control is to be considered.

Traffic Calming. Traffic calming is an issue that is increasingly important to member of the public. Active traffic calming involving traffic circles, diverters, bulb-outs and other physical features appropriately applied to residential streets. These facilities are generally not recommended on collector and arterial streets. Traffic calming, when applied on a grid street system can help achieve the same goals as the traditional cul-de-sac influenced residential layout. It is important to distinguish between a traffic circle and a round-a-bout. A traffic circle is a simple raised island located in a conventional residential intersection. A round-a-bout is a single or multi-lane traffic control facility with diverter islands and greater right-of-way requirements.

Implementation. Right-of-way corridors identified in this study should be preserved. There are a number of options available. As development proposals are reviewed by the city, right-of-way for transportation corridors needs to be preserved through dedication. For vital corridors threatened with encroachment, the governing body may need to purchase right-of-way.

The South Whitefish Neighborhood Plan states:

- Extension of arterial or collector streets may be partially funded by the community, depending upon city policy at the time of development and availability of funds. A partial funding formula may be structured with the property owner or developer paying for design and the cost of constructing a typical street with the community paying the cost of upsizing to an appropriate arterial or collector street.

- As subdivisions and conditional uses occur on lands where new streets are proposed (in the study area), right-of-way for the proposed streets should be reserved, where necessary, to provide safe and efficient access or avoid undue traffic congestion. Subdividers and conditional use applicants may be required to dedicate right-of-way and construct or upgrade these streets.
- Property owners requesting annexation, municipal sewer, municipal water, subdivision approval or conditional use approval for new development that would benefit from the construction of proposed streets identified (in this study), may be required to waive their protest to the future creation of a special improvement district to construct those streets or local streets directly serving their development property.

Implementation policies and procedures should be enacted with the participation of property owners in the South Whitefish Neighborhood. Care should be taken to ensure that final design of road alignments minimizes encroachment on existing buildings, uses and significant improvements.

## REFERENCES

1. Highway 93 South Water And Sewer Special Improvement District, Whitefish, Montana, WMW Engineering PC, October, 1998
2. South Whitefish Neighborhood Plan, Addendum To The Whitefish City County Master Plan. June 1, 1998.
3. Transportation And Storm Drainage Master Plan, Whitefish, Montana, Robert Peccia And Associates, July, 1998.
4. Standards For Design And Construction, Whitefish, Montana, Public Works Department, December, 1997.
5. Whitefish, Zoning Jurisdiction Regulations, Whitefish Municipal Code, Title 17, October 21, 1996.
6. Whitefish Traffic Operations Study, Carter And Burgess, December, 1994.
7. Flathead County Zoning Regulations, September 27, 1993
8. Upper Flathead Area Soil Survey, 1958.
9. Flood Insurance Rate Map, Flathead county, 1997.
10. Whitefish Pedestrian and Bikeway master Plan, 1998.
11. Transportation Planning Handbook, Institute of Transportation Engineers, 1992.
12. Residential Street Design & Traffic Control, Institute of Transportation Engineers, 1989.
13. Guide for the Development of Bicycle Facilities, American Association of State Highway Transportation Officials, August 1991.
14. Design & Safety of Pedestrian Facilities, Institute of Transportation Engineers Technical Committee 5A-5, December 1994.

SOUTH WHITEFISH  
TRANSPORTATION PLANNING PROJECT

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15. Access Management for Streets and Highways, U.S. Department of Transportation, Federal Highway Administration, FHWA-IP-82-3, June 1982

## APPENDIX A:

### Attendees and Public Meeting Notes from February 24, 1999.

#### MEETING ATTENDEES

NAME	ADDRESS	PHONE
Howard Hamilton	PO Box 961	862-6162
Jessie Deats	6080 Hwy 93 S	862-5569
Mike Wade, First Baptist	6232 Hwy 93 S	862-4318
Dave Morris	6260 Hwy 93 S	862-4024
Leonard Howke	180 JP Rd	862-4091
David V. Kaufman, MD	100 Wild Rose Ln	862-3961
Mark Johnson	1000 S Ave	892-7601
Karen Giesy	Box 4712	862-6082
Becky & Ken Platou	117 Park Knoll	862-0697
Jerry Buker	120 Park Knoll	862-0047
Linda May	139 Old Morris Trl	862-5223
Jody Fonner	6050 Hwy 93 S	862-4447
Dick Garden	1550 W Lakeshore (145 Old Morris Trl)	862-7517
Velma & Bryan Luke	144 Old Morris Trl	862-0045
Clif Neil	705 Blanchard Lake Rd	862-3101
Kurt Lewis	367 Blanchard Lake Dr	862-5224
Melvin Norgaard	6141 Hwy 93 S	862-4179
Jeff Jensen	320 Blanchard Hollow	862-2848 250-4690
Gary Elliott	PO Box 756	862-4035
Frank Newbury	Box 1031	862-3883
Jake Hiebert	1305 Karrow Ave	
Lydia Bailey	1345 Karrow Ave	862-4389

#### COMMENTS:

Make sure the Park Knoll access road works for grade.

Connect a north-south street west of the RV park.

Extending Great Northern makes some sense.

Extending 18Th Street makes some sense.

Extending 18th past parcels 2ABC and 2BCA would inconvenience land owners and it is too steep and too narrow.

West of Baker, start at 10TH and come down the east side of Park Knoll half way between Karrow Road and Highway 93. Having the road within 600 feet of Highway 93 is too close.

Kalner Lane was once proposed to connect JP Road.

There is no need for planning in his area, it all agricultural and forest, etc.

We are concerned that having roads marked, will cause development to happen.

The golf course route is not feasible.

Baptist Church: Eliminate route splitting their property – instead follow 1/4 section line with the north-south road.

Zoning, except for highway, frontage is W.A. (agriculture). the zoning would have to change for higher density to happen

Extend Baker south of Nineteenth.

Why so many connections to Karrow Road?

Prefer to have the extension of Baker moved further west.

Get as much public input as early and as often as possible.

Include noise barriers for road extensions next to residential development.

Extending Baker between motels and south side of RV park must consider signs and motel parking.

There is no need for two north-south roads so close on the west side.

Provide service roads instead of the road 600' back from Highway 93.

We need a truck route around Whitefish.

Housing will occur east of Karrow.

Use 600' west road and delete next road to west.

Road dropping off Highway 93 north of par 3 golf course is too high of a slope.

Road connecting JP Road to Highway 40 along riverside's west boundary would work well.

Evaluate and be aware of wetlands west of highway through GNC, Morris and Luke property.

Be aware of high groundwater in area of par 3.

Road as shown goes through a house. Road along west property line makes more sense.

Old dump (18th Street) route would impact less people as road exists

Concern for fact that a line drawn will take on a permanence, remove all proposed roads west of Baker.

Look at options for additional access to the hospital.

Park Knoll – why have roads either side of their subdivision so close together?

Concern for intersecting roads on steep grade coming down out of subdivision.

Likes proposed route between LDS church and Park Knoll.

Get rid of road on 1/4 section line.

What is happening west of Karrow?

Too many north-south routes.

If it will happen, let it happen. Planning is not needed.

**SOUTH WHITEFISH  
NEIGHBORHOOD PLAN**

**ADDENDUM TO THE WHITEFISH CITY COUNTY  
MASTER PLAN**

**Adopted  
City of Whitefish  
Resolution #98-24  
June 1, 1998**

**Flathead County  
Resolution 677I  
July 16, 1998**

**SOUTH WHITEFISH NEIGHBORHOOD PLAN  
ADDENDUM TO THE WHITEFISH CITY COUNTY  
MASTER PLAN**

**I. PREFACE**

The Neighborhood Plan is a tool to coordinate and clarify the development of a specific portion of a community, a neighborhood. The Neighborhood Plan focuses on a specific area in order to provide clear and detailed direction for the future development of that area. The Neighborhood Plan is developed within the overall framework of the City-County Master Plan and is adopted as a sub-element to that plan. While the City-County Master Plan is very broad in its analysis and guidance for the community, the Neighborhood Plan serves to refine this overall plan by expanding on the issues, goals, and policies germane only to the specific area included, and providing guidance at the neighborhood or project level.

**II. BACKGROUND**

**A. INTRODUCTION**

The South Whitefish Neighborhood Plan was initiated at the request of the City of Whitefish in response to a request for extension of municipal utilities to serve the subject area. In response to the initial request for municipal services, the City of Whitefish has amended its Extension of Services planning for this area and has annexed the Highway 93 right-of-way corridor to Highway 40.

With the pending completion of the Highway 93 reconstruction and installation of sidewalks and landscaping, it is critical that this area be serviced with municipal water and sewer and a network of arterial and collector streets serving the community to allow this neighborhood to grow and develop orderly.

**B. LOCATION**

The South Whitefish Neighborhood Plan is located on the southern approaches to the City of Whitefish, and is bisected in a north-south manner by Highway 93. Part of this neighborhood currently lies outside the corporate limits of the City of Whitefish. All of the properties fronting on Highway 93 about the City Limits. The neighborhood extends northerly with varying widths from the Highway 40 Junction to the Pizza Hut on the west side of Hwy. 93, and to Mountain Mall on the East, excepting therefrom individual businesses which may have already annexed to the City. The easterly boundary extends north from Highway 40 along the quarter-section boundary located approximately 1300 feet east of Highway 93, to the westerly end of the Whitefish River bridge at JP Road, thence continues northerly along the Whitefish River to its intersection with the southerly boundary of Greenwood Terrace Subdivision, thence west to the Mountain Mall property, thence south to the northeasterly corner of Tract II, thence along the easterly boundary of Hwy. 93 back to Highway 40, excluding any properties presently incorporated into the City of Whitefish. The westerly boundary of the neighborhood extends northerly from a line extending west from the Highway 40 Junction, along the quarter-section boundary located approximately

1300 west of Highway 93, until it intersects with the northern boundary of Tract 3ABM (Sec. 01 30 22), thence east approximately 300 feet to the west boundary of Tract 3ABC, thence south and east along the boundary of Tract 3ABC to Tract 3ABL, then south and east following the boundary of 3ABL to the point of intersection with Highway 93, thence south along Highway 93 to the point of origin.

### **C. OVERVIEW**

The linear-shaped neighborhood is approximately one mile long, centered along Highway 93. Attached is neighborhood map indicating the area included in the neighborhood plan and the existing land uses (Exhibit A), and a conceptual map indicating the need for north-south streets parallel to and on either side of Highway 93 (Exhibit B). Development is concentrated near the highway and is very sparse on lands more than 600 feet from the highway.

The character of the neighborhood derives primarily from its southwardly developing highway-commercial district. Highway frontage along the entire length of the neighborhood has commercial zoning, typically 400 feet deep; a couple of properties are commercially zoned approximately 1300 feet deep. The neighborhood is an urbanizing fringe area, having a mix of predominantly businesses, housing, churches, farms, and undeveloped land.

The present zoning was adopted for this area in 1982, and the WB-2 portion of this neighborhood was designated suitable for retail sales and services typically characterized by the need for large display or parking areas, large storage areas, and by outdoor commercial amusement or recreational activities, dependent on proximity to a highway or arterial street.

## **III. ISSUES**

### **A. UTILITIES AND SERVICES**

1. Municipal sewer, water, and other city services are generally not available in roughly the south half of the WB-2 district which lies outside of city limits; all properties abutting Highway 93 are, however, adjacent to the city limits.
2. Some owners in the southern part of the district favor immediate extension of sewer and water service to Highway 40 (approximately one mile) to enable development of their properties, as well as to provide sewer service to existing uses and thus better protect water quality. Several existing business properties have failed or failing septic systems, and desire to eliminate these systems in favor of the municipal collection and treatment system.
3. Many of these property owners petitioned the City of Whitefish in 1995 to initiate an SID to fund this extension of utilities; the City refused to consider an SID until a neighborhood plan for the area was adopted.
4. Utilities extension and annexation would improve the level of public services available to this area, which is zoned for urban-density commercial development. All properties fronting on Highway 93 with WB-2 zoning could fully develop without municipal utilities, subject to septic approval,

upon receipt of a building permit. It would be beneficial in the long-term to prevent a proliferation of commercial and/or residential development in this area on individual wells and septic systems.

5. Extension of municipal utilities prior to the completion of the highway reconstruction currently under way would be advantageous and cost effective, benefiting both the City and the property owners.
6. The City amended its extension of services plan in February 1995 to address the south half of the South Whitefish Neighborhood. Among other improvements, the plan proposes extension of sewer and water facilities and other municipal services to Highway 40, to be done either incrementally or in large sections. Improvements would be funded by SID or other owner/developer contribution. Incremental extension of utilities through a series of SIDs rather than a single SID, however, would be prohibitively expensive to establish and administer.
7. In August 1995, the City annexed the Highway 93 right-of-way extending to Highway 40, anticipating future annexation and extension of sewer and water facilities into this area.
8. The amount of existing commercially zoned land would accommodate significant growth in the Whitefish area. Nevertheless, it is widely perceived that the amount of improved commercial land and facilities available for new businesses is lacking, and that this circumstance is due in part to the development regulatory process and the lag time between new development and rapid market growth. Additional constraints on availability of existing zoned commercial land rests with Individual property owner decisions to neither develop nor sell their lands in the foreseeable future.
9. Extension of municipal sewer and water to the Highway 40 intersection would nearly double the amount of commercially zoned land (WB-1, VVB-2, or WB-3) in the Whitefish Zoning Jurisdiction with immediately available sewer and water service. The availability of these utilities and cost of resulting assessments may accelerate commercial development along this corridor, although the market place will have a strong influence. The commercially zoned properties can develop in accordance with existing zoning without municipal utilities.
10. Storm water drainage and collection facilities are lacking in the neighborhood. Those storm drainage facilities located within the Highway 93 right of way as part of the Highway 93 rebuild are not available to private property owners. It is anticipated that storm drainage collection and conveyance facilities will be extended into the neighborhood with the construction of the collector/arterial road system and that such drainage facilities, from a practical standpoint, would extend outward from the city limits. Storm water management currently is limited to on-site detention and disposal in lieu of any public or community system.

11. Whitefish has two major commercial districts, the Central Business District (WB-3), which is predominantly pedestrian oriented, and the Secondary Business District (South Whitefish), which is predominantly automobile oriented. These two districts exist in a tightly knit symbiotic relationship, and the health of each contributes heavily to the success of the other. Appropriate *commercial growth* in the South Whitefish Neighborhood will compliment Whitefish's downtown business district, and stimulate a positive business climate throughout the community.
12. The downtown and highway commercial districts are interdependent. Stimulating highway commercial growth may have positive and negative impacts on the downtown economy, by both expanding and dispersing commercial development in Whitefish. Like downtown, the highway commercial district is an integral component of the Whitefish economy, and its strength contributes to the vitality of the entire community.

## **B. CIRCULATION**

1. The majority of properties in the neighborhood are accessed by private driveways onto Highway 93. Estimates of summer highway traffic volume range from 19,100 (1994 estimate of 3-month average, Montana Department of Transportation, taken South of JP Road) to 25,500 average daily trips (1993 estimate of 30th busiest hour of the year, Carter & Burgess, Inc., taken south of Greenwood Drive). The highway speed limit is 45 m.p.h. south of the Greenwood Drive, covering most of the district.
2. Highway 93 from the Highway 40 Junction north to the Whitefish River is currently under reconstruction, to a five lane configuration, which should drastically improve the free flow of traffic in the area. As a part of this reconstruction plan, the MDOT has negotiated and fixed curb cut access to adjoining properties, reducing to some degree the proliferation of ingress/egress opportunities previously existing.
3. During peak periods, severe congestion and hazards are created by conflicts between high-speed highway traffic and cross-traffic from multiple uncontrolled driveways. A grid circulation system with additional traffic lights may be needed in locations to be determined by a Major Street Alignment Study to alleviate these potential traffic conflicts.
4. Improvements to upgrade Highway 93 include widening to a five-lane design, storm drainage, and sidewalks, which will significantly improve circulation within the neighborhood. The City has moved forward with its plans for extensive landscaping in the highway right-of-way, extending to Highway 40. The construction of Highway 93 within the neighborhood is scheduled to be completed by mid-summer 1998; completion of the landscaping should follow shortly.

5. The lack of alternative routes on either side of Highway, 93 makes circulation very inconvenient for multiple-stop shopping and service operations such as delivery trucks and recyclable collection which have to mix with highway traffic after each stop.
6. The lack of an expanded street system impedes the development of the commercial district and development of residential neighborhoods behind the commercial corridor, thereby encouraging a linear strip growth pattern along the existing thoroughfare.
7. Highway commercial development in semi-rural areas often lack a traditional grid townscape and pedestrian friendly design. These design features provide important economic advantages for commercial districts: convenient circulation; multiple-stop shopping trips that benefit small businesses located near anchors: a local customer base of nearby employees and residents; broader sharing of infrastructure costs; and appealing urban design.
8. The existing development pattern provides few design features to attract and provide safe access for pedestrians and bicyclists, such as interconnected pathways separated from traffic, variety of shopping destinations with a short walk, windows facing pedestrian areas, landscaping, seating, pedestrian signs, bike racks, and crosswalks. The intent of the WB-2 Zoning District is automobile oriented; however, the design of Highway 93 reconstruction incorporates provisions to accommodate both bicyclists and pedestrians, albeit in a different manner than provided in the WB-3 zoning district.
9. Coordination and interconnection of parking lots would create significant opportunities for improved commercial access to the highway and shared parking.
10. Municipal lack of planned alignments for a grid street system will reduce or preclude options for street construction in the future as development encompasses potential right-of-way locations.

### **C. APPEARANCE AND DESIGN**

1. South Highway 93 is the primary entrance to Whitefish. The appearance and the scenic views of surrounding forest land, farmland, and mountains represent significant values for the community and local tourism.
2. In a community-wide survey conducted in 1993 by the Whitefish Community Development Corporation, "business appearance" ranked third (among 24 choices) as the greatest local concern for the future, behind water quality and road maintenance.
3. Whitefish commercial districts have been criticized by some individuals for aesthetically detracting from the community, citing excessive linear sprawl, overhead utilities and a rather generic architectural appearance, including unattractive parking lots and pole signs.

4. Automobiles dominate the area visually and physically by the size, traffic volume, and noise of the highway; oversized parking lots fronting the highway; scattered, automobile-dependent development; and lack of pedestrian facilities and orientation. However, the intent of the WB-2 Zoning District establishes that this will be the predominant character of this area. Appropriate landscaping can mitigate the impact created by this type of development.
5. Landscaping, including tree planting, offers a relative low-cost method to dramatically improve the attractiveness of the area, but is generally lacking at this time.

#### **D. DEVELOPMENT LIMITATIONS**

1. Property owners in the WB-2 zoning district have expressed strong support for allowing a wider range of retail and other commercial uses in the district. Zoning regulations generally limit commercial uses in the WB-2 district to land-intensive types of businesses.
2. The cost of developing a secondary street system and related infrastructure will be burdensome on developers and property owners at the relatively low commercial densities that are anticipated to prevail in the district for many years.
3. Environmental limitations for development in portions of the district include the Whitefish river and adjacent riparian areas, a pond south of the Mountain Mall, a hillside bluff along the southwest part of the district, and wetlands west of this bluff.
4. Disincentives for development of residential neighborhoods, particularly adjacent to the highway, include the area's highway commercial character; lack of residential streets, lack of pedestrian orientation and parks- and highway-associated problems with congestion, noise, and hazards for children.

#### **IV. GOALS**

- A. Development and growth of viable commercial, industrial, and residential districts to enhance the entire community.
- B. A comprehensive circulation system providing safe and efficient access to all land uses and avoiding undue congestion on Highway 93.
- C. High quality building and site design to improve the entrance to Whitefish and the economic vitality of the community.
- D. Encourage commercial growth on Highway 93 South which complements downtown and the community as a whole.

- E. Develop and implement a plan to resolve the issues identified.

## V. POLICIES

1. As substantial development occurs in the neighborhood, concurrent construction of an expanded street system including bike and pedestrian routes is encouraged, to include parallel north-south collectors, periodic cross-connectors, and local streets as needed. Map Exhibit B proposes a conceptual plan of new major streets, which is intended to neither indicate exact street locations nor a complete street system. Design and construction of local streets should be funded by the property owner or developer. Extension of arterial or collector streets may be partially funded by the community, depending upon city policy at the time of development and availability of funds. A partial funding formula may be structured with the property owner or developer paying for design and the cost of constructing a typical local street with the community paying the cost of upsizing to an appropriate arterial or collector street.
2. The neighborhood street system should include southward extensions of Baker Avenue and Columbia Avenue as back streets parallel to Highway 93, designed to function as continuous collector streets. These proposed collector streets should be fronted on both sides with commercial uses, backed by residential uses on the outer fringes of the neighborhood, improving circulation within the business district without encroaching into residential areas. In specific areas where it is inappropriate to have commercial development on both sides of Baker and Columbia streets, such as when bordering Park Knoll Estates, a landscaped strip, park or buffer should be provided. In appropriate areas, some properties may require rezoning to accomplish the desired objective of broadening the commercial districts or enabling the alignment of the major collector streets. Where feasible, new residential development should front on local streets radiating out from or parallel to Baker and Columbia Avenues, rather than fronting on these collector streets. The street system should also include cross streets and provide for bike and pedestrian routes.
3. As subdivisions and conditional uses occur on lands where new streets are proposed in an adopted Future Major Street Alignment Study, right-of-way for the proposed streets should be reserved. Where necessary to provide safe and efficient access or avoid undue traffic congestion, subdividers and conditional use applicants may be required to dedicate right-of-way and construct or upgrade these streets.
4. Property owners requesting annexation, municipal sewer, municipal water, subdivision approval, or conditional use approval for new development that would benefit from the construction of proposed streets identified in an adopted Future Major Street Alignment Study, may be required to waive protest to the future creation of a special improvements district to construct those streets or local streets directly serving their development or property.
5. Site design of future development should reduce dependence on Highway 93 for circulation within the business district. For example, primary driveway approaches onto side and back streets are encouraged. Driveway approaches onto Highway 93 have been established by MDOT as a part of the highway reconstruction, and few, if

any, additional curbcuts will be approved in the future. Over time, in fact, some existing approved curbcuts may be shifted, combined, or eliminated. Whenever feasible, curbcuts should be shared between properties. Interconnection of parking lots between commercial properties is encouraged. Placement of commercial buildings to front along side or back streets is encouraged.

6. Provide landscaping in accordance with the requirements of the Whitefish Zoning Regulations to enhance the aesthetic appeal of the business district, the entrance to Whitefish, and the visual connection with surrounding lands.
7. Site and building design should serve to minimize visual impacts, while accommodating the automobile oriented aspect of future commercial development. For example, most off-street parking and particularly large parking lots are encouraged to be placed behind buildings, and, if not, should be screened by berms, walls, or hedges. Separation of parking into small lots placed near destinations is preferred of expansive lots. Design pedestrian corridors to be safe, attractive, and linked to the sidewalks of adjacent streets.
8. Signage design should be integrated and in harmony with overall architectural and site design. Ground-mounted and wall signs are preferred over pole signs.
9. Any building served by an on-site septic system shall be required to be connected to municipal sewer upon failure of that on-site system, or when the existing uses or commercial improvements are changed which would require expansion of the onsite system, provided that municipal sewer facilities are available within 200 feet of the building, except where the sewer connection would require crossing the highway or the river.
10. All provisions of the City of Whitefish Zoning Jurisdiction Regulations applicable to properties in the South Whitefish Neighborhood, including landscaping provisions, will be conformed to appropriately, including any future revisions or amendments to those regulations.
11. Storm water will be required to be retained and disposed of on-site for any future development in the absence of any public or community collection and disposal system for the neighborhood.
12. The City of Whitefish should not annex land nor should it extend municipal water and sewer facilities (excluding water storage facilities necessary for the development of the South Whitefish neighborhood) south of Highway 40 and in particular south of the Highway 40 and 93 intersection.

## **VI. RECOMMENDATIONS**

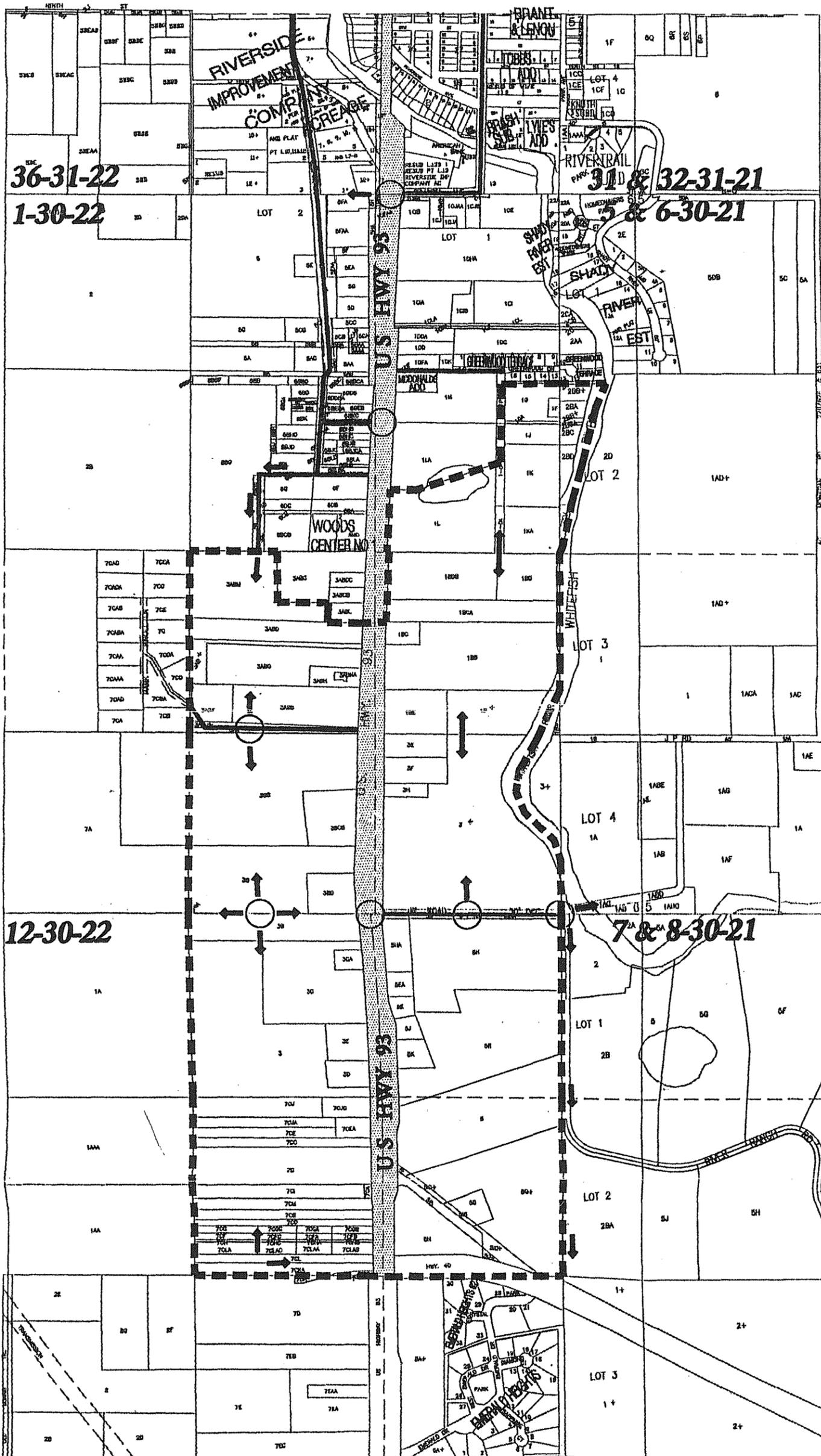
1. The City of Whitefish should support prompt extension of municipal sewer and water facilities southward on both sides of the highway to the south end of the WB-2 district near the Highway 40 intersection, particularly in the light of their a) amendment to the City's Extension of Services Plan, b) their annexation of the Highway 93 corridor south to Highway 40, and c) the

pending completion of construction on Highway 93, including the extensive landscaping being funded by the City. Improvements may be funded by a Special Improvement District (SID) or some other suitable funding mechanism by those property owners desiring service.

2. Improvements to be included in the SID are presented in the 1992-1997 "Preliminary Plan for Highway 93 South Sewer and Water Extension" by WMW Engineering including a water storage tank. Portions of the required improvements may have a benefit for the community beyond the South Whitefish Neighborhood boundaries, and costs should be pro-rated amongst those benefiting this would include cost of the reservoir and associated infrastructure.
3. All properties to which the extended services are connected shall be required to be annexed to the city, or may be required to sign a Waiver of Protest of Annexation and a signed petition to annex if they are not contiguous to the City's corporate limits .
4. The City shall prepare a major street alignment study for the streets and bike and pedestrian ways proposed in Policies 1 and 2 and Map Exhibit B for the South Whitefish Neighborhood within twelve (12) months. Determination of right-of-way locations should give consideration to minimizing encroachment upon existing buildings, uses, and significant improvements. Accomplishment of this street alignment study should not delay adoption of this neighborhood plan. The exact location of these future major streets or cross connecting streets will be subject to the Major Street Alignment Study and negotiations with individual property owners as they develop their properties.
5. Establish a design review program to foster high quality design and enhance the south entrance to Whitefish. A program of voluntary compliance is encouraged, achieving design objectives through dialogue, coordination, and education in a timely process.

Exhibit B

# CONCEPTUAL PLAN OF PROPOSED MAJOR STREET SYSTEM SOUTH WHITEFISH NEIGHBORHOOD



**LEGEND**

- PROPOSED NEIGHBORHOOD BOUNDARY
- EXISTING STREET
- PROPOSED INTERSECTION
- ← → PROPOSED MAJOR STREET ALIGNMENT

SCALE 1" = 800'

Map Created 04/14/98  
by Flathead Regional Development Office  
H:\GIS\NEIGH\_PL\Sowf2.dwg



# WHITEFISH

## TRANSPORTATION PLAN - 2009



ROBERT  
PECCIA &  
ASSOCIATES



- Continue to support transit activities wherever possible. Planning for the future with transit needs in developments, actively seeking out grants, and heightening awareness of the community’s transit system can ensure that transit will not get “left behind” as the community goes forward with their transportation system.
- It is crucial to forge partnerships among all governmental jurisdictions as the future transportation system is created.

**Chapter 6** also recounts transportation projects from past planning efforts within the community, discusses the status of their completion, and notes projects that should be carried forward as part of this Plan. This Transportation Plan also endorses continued development of the City’s non-motorized transportation network as outlined in the Whitefish Bicycle and Pedestrian Master Plan.

Graphics are presented in **Chapter 6** that provide a “blueprint” for how the major street network should be developed. This projection of the future road system is essential because it enables city planners to locate general alignments for future roadway corridors, request appropriate rights-of-way, and identify appropriate new road sections during the development process. This will allow the community to create a logical and functional road network for the future.

## RECOMMENDED PRIORITIES FOR TSM AND MSN PROJECTS

**Table ES-1** and **ES-2** on the following pages list the recommended TSM and MSN projects from **Chapter 6** along with their corresponding implementation responsibilities and relative priority for implementation. The suggested priorities are also highlighted on **Figures ES-1** and **ES-2**. The recommended project priorities are only intended to provide a general idea of project need at the time this Transportation Plan was prepared. Changes in traffic conditions or future development may alter actual project need. The priorities were established based on the following ranking criteria:

### “A” Priority Projects

These projects are the highest priority and should be completed as soon as funding is available. The projects are needed to accommodate existing traffic conditions due to failing levels of service at intersections or exceeded capacities along corridors. They also include planning studies necessary to developing desired infrastructure or transportation services.

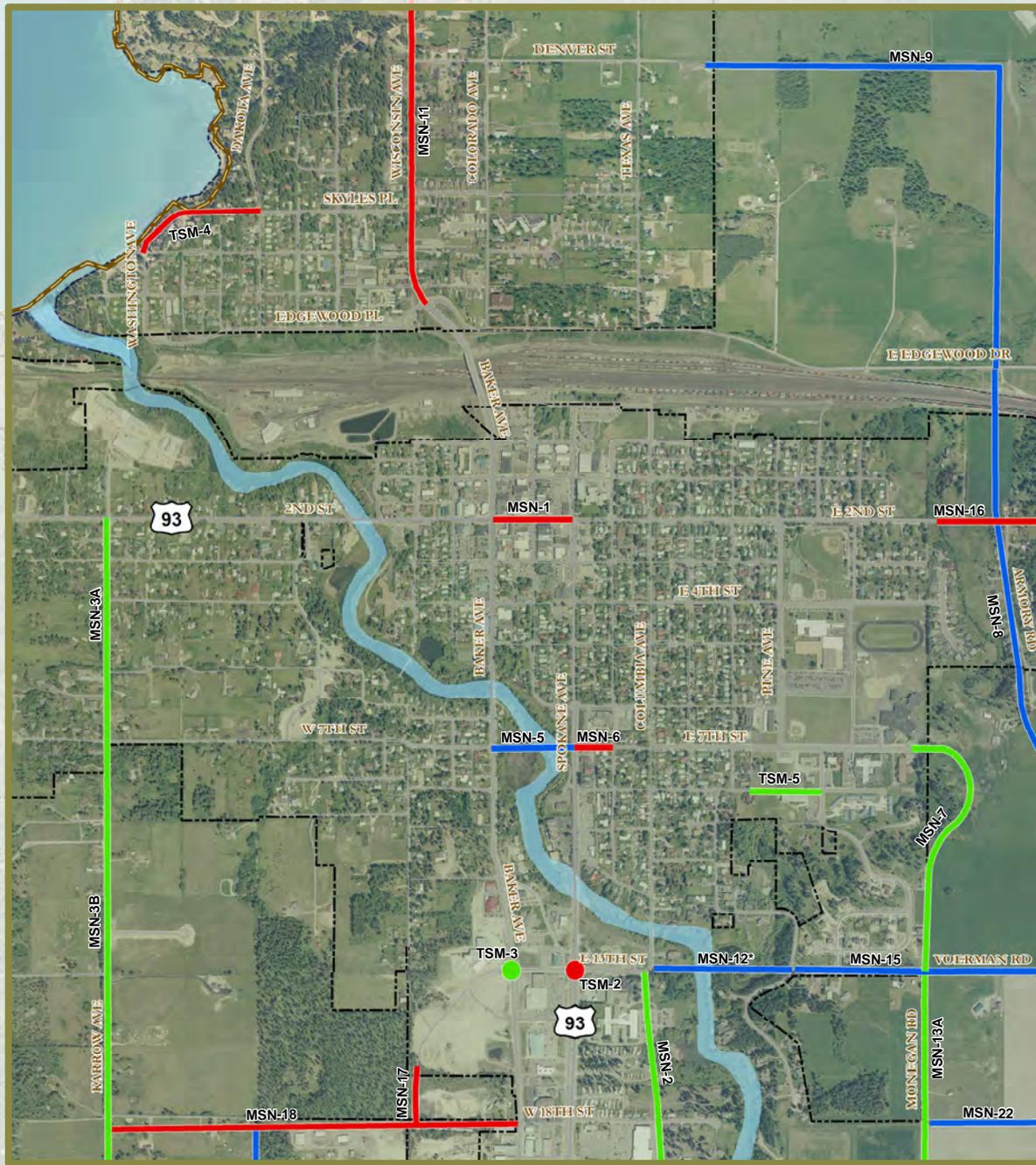
### “B” Priority Projects

Medium priority projects that are not necessarily needed at this time. These projects should be considered as needed as future funds become available. The projects are generally needed due to anticipated future growth and are likely the result of current conditions being unable to handle future growth.

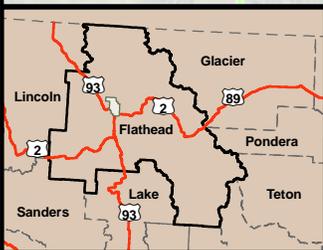
### “C” Priority Projects

Low priority projects that are considered to be future project considerations. These projects are recommended to be built by developers or as development occurs in the area. It is expected that these projects are only necessary if development occurs in the area.





\*MSN-12 (13th Street Bridge): Please note the Whitefish City Council has recommended that a TSM project be completed at some future date to further examine east-west connectivity and the bridge crossing issue in the area, including additional travel demand modeling for a potential crossing at 18th Street instead of 13th Street.



**LEGEND**

	Detail Area Boundary		On System Route
	City Limits		Local Road
	Urban Boundary		"A" Priority Project
	Conservation Easement		"B" Priority Project
			"C" Priority Project

0 0.25 0.5 Miles

**FIGURE ES-2**  
**RECOMMENDED PROJECTS AND SUGGESTED PRIORITIES**

Whitefish Transportation Plan - 2009



**Table ES-1: Recommended TSM Improvements and Suggested Priorities**

Project #	Project Name	Planning Level Cost Estimate	Implementing Responsibility	Relative Priority
<b>TSM-1</b>	Access Control Study of US Highway 93 South	\$60,000	MDT and City	<b>A</b>
<b>TSM-2</b>	13th Street/US Highway 93 Intersection	\$25,000	MDT and City	<b>A</b>
<b>TSM-3</b>	Baker Avenue/13th Street Signal	\$250,000	City	<b>B</b>
<b>TSM-4</b>	Whitefish Beach	\$30,000	City	<b>A</b>
<b>TSM-5</b>	8th Street One-Way Roadway	\$200,000	City	<b>B</b>
<b>TSM-6</b>	Community Sidewalk Inventory	\$40,000	City	<b>A</b>
<b>TSM-7</b>	Whitefish Public Transit Planning Study	\$50,000	City	<b>A</b>
<b>TSM-8</b>	Update Bicycle and Pedestrian Master Plan	\$15,000	City Pedestrian & Bicycle Committee	<b>A</b>
<b>TOTAL ESTIMATED COST OF TSM PROJECTS</b>		<b>\$670,000</b>		

**A** = Immediate need (high priority)    **B** = Near future need (medium priority)    **C** = Long-term need (low priority)

**Table ES-2: Recommended MSN Improvements and Suggested Priorities**

Project #	Project Name	Planning Level Cost Estimate	Implementing Responsibility	Relative Priority
<b>MSN-1</b>	2nd Street Improvements and Signal Upgrades	\$2.0 M	MDT in cooperation with City	<b>A</b>
<b>MSN-2</b>	Columbia Avenue South Extension	\$2.3 M	City/Developers Flathead County	<b>B</b>
<b>MSN-3A</b> <b>MSN-3B</b>	Karrow Avenue Reconstruction MSN-3A (City Portion) MSN-3B (County Portion)	\$4.2 M	City/Developers Flathead County	<b>B</b>
<b>MSN-4</b>	Baker Avenue Extension	\$1.6 M	City/Developers Flathead County	<b>B</b>
<b>MSN-5</b>	7th Street Bridge	\$10.2 M	City in cooperation with MDT	<b>C</b>
<b>MSN-6</b>	7th Street Connection (Spokane Avenue to Kalispell Avenue)	\$500,000	City in cooperation with MDT	<b>A</b>
<b>MSN-7</b>	7th Street to Voerman Road Connection and Roundabout	\$1.3 M	City/Developers Flathead County	<b>B</b>
<b>MSN-8</b>	Kalner Lane Extension	\$15.0 M	City/Developers Flathead County	<b>C</b>
<b>MSN-9</b>	NE Extension (Denver to East Edgewood Drive)	\$2.3 M	Developers Flathead County	<b>C</b>

<b>MSN-10</b>	NE Extension (Wisconsin to Texas Avenue)	\$1.1 M	City/Developers	<b>C</b>
<b>MSN- 11</b>	Wisconsin Avenue Improvements	\$5.7 M	City MDT	<b>A</b>
<b>MSN-12</b>	13th Street Bridge*	\$7.9 M	City	<b>C</b>
<b>MSN-13A</b> <b>MSN-13B</b>	Monegan Road Reconstruction MSN-13A (City Portion) MSN-13B (County Portion)	\$2.1 M	City Flathead County	<b>B</b>
<b>MSN- 14</b>	JP Road Reconstruction	\$2.3 M	Flathead County	<b>C</b>
<b>MSN-15</b>	Voerman Road Reconstruction	\$1.4 M	Flathead County City	<b>C</b>
<b>MSN-16</b>	East 2nd Street (Cow Creek to BNSF)	\$2.0 M	City	<b>A</b>
<b>MSN- 17</b>	Flathead Avenue Extension	\$550,000	City	<b>A</b>
<b>MSN-18</b>	West 18th Street Extension	\$1.6 M	City Flathead County	<b>A</b>
<b>MSN-19</b>	Old Morris Trail Extension	\$1.4 M	Developers Flathead County	<b>C</b>
<b>MSN- 20</b>	Reimer Lane Extension	\$2.5 M	Developers Flathead County	<b>C</b>
<b>MSN-21</b>	Monegan Road-Voerman Road Connection	\$750,000	Developers Flathead County	<b>C</b>
<b>MSN-22</b>	Monegan Road-Reimer Lane Connection	\$1.0 M	Developers Flathead County	<b>C</b>
<b>TOTAL ESTIMATED COST OF MSN PROJECTS</b>		<b>\$ 69.7 M</b>		

**A** = Immediate need (high priority)    **B** = Near future need (medium priority)    **C** = Long-term need (low priority)

\* Note: The Whitefish City Council has recommended that a TSM project be completed at some future date to further examine east-west connectivity and the bridge crossing issue in this area, including additional travel demand modeling for a potential crossing at 18th Street instead of 13th Street.

## OTHER PLAN CONSIDERATIONS AND RECOMMENDATIONS

As **Chapter 5** notes, this Transportation Plan supports the concept of “traffic calming.” Historically used as a response to transportation issues on local streets, traffic calming is increasingly being used in new street design to provide pedestrian amenities and ward off future problems associated with vehicle speeds and cut-through traffic. The City of Whitefish has used certain forms of traffic calming (for example in the Creekwood neighborhood), and this Transportation Plan takes this subject one step further and suggests a process by which a neighborhood can go forward with a traffic calming request. The chapter provides numerous examples of traffic calming measures and offers guidance about the appropriate use of such measures.



April 21, 2009

**FILE**

Joe Basirico  
Re/Max of Whitefish  
509 East Sixth Street  
Whitefish, MT 59937-2774

*RE: Letters to North Valley Hospital and Aspen Group*

Dear Joe:

As requested, I have enclosed two letters that I wrote to Dan Johns, the attorney for North Valley Hospital, in the spring of 2007. Both letters are regarding the City's interest in the dedication of the 60' wide strip of Hospital-owned land that lies to the North of the Hospital's old campus and that is a potential location for a future connection between Voerman Road and 13th Street. I hope these letters will be helpful to you. The first is dated April 25, 2007, and the second is dated May 22, 2007. In both letters I took the position on behalf of the City that the land for the proposed roadway will need to be dedicated to the City before the parcel on which the roadway is situated can be developed.

Very truly yours,



John M. Phelps

JMP/klh  
Enclosures

## OFFICE OF THE CITY ATTORNEY

**John M. Phelps, City Attorney**  
jphelps@cityofwhitefish.org  
(406) 863-2444

**Keni L. Hopkins, Legal Assistant**  
khopkins@cityofwhitefish.org  
(406) 863-2445

Post Office Box 158  
Whitefish, MT 59937-0158  
Facsimile (406) 863-1249



April 25, 2007

Daniel D. Johns  
Crowley, Haughey, Hanson,  
Toole & Dietrich P.L.L.P.  
PO Box 759  
Kalispell, MT 59903-0759

COPY

RE: North Valley Hospital

Dear Dan:

I am writing to you concerning the property that North Valley Hospital currently owns, and that comprises its former location. As you know, the City's Southeast Whitefish Transportation Plan calls for an eventual connection between Voerman Road and 13th Street, which connection would traverse a strip of property owned by the Hospital. The City and the Hospital have discussed this issue previously. The City has also discussed this issue with The Aspen Group, the developer that is under contract to purchase a portion of the Hospital's property.

From information that the City previously received, it appeared that The Aspen Group would purchase that portion of the Hospital's property over which the future connector street would be constructed. Although The Aspen Group had not yet submitted any firm development plans, the City notified The Aspen Group that if it proceeded with the high density residential development that it had verbally proposed, the City would require dedication of approximately a sixty foot (60') strip of land, running from 13th Street east to the Whitefish River. The exact location of this strip was never tied down, but its general location was discussed with The Aspen Group.

The City believes that it has the legal right and power to require this dedication from whomever develops this property. We understand that the Hospital disagrees with the City's position.

Fairly recently, the City learned that the arrangement between the Hospital and The Aspen Group may have changed, and that The Aspen Group

Daniel D. Johns  
Crowley, Haughey, Hanson,  
Toole & Dietrich P.L.L.P.  
April 25, 2007  
Page 2

may not purchase the land over which the proposed connector would run. Instead, the Hospital would continue to own this property. We do not know whether the Hospital would retain this property in long-term ownership, or would market it to another potential developer.

We are writing to inform you that it is the City's position that it will require the dedication of a sixty foot (60') strip of land whenever the property underlying the proposed connector is developed. It is immaterial whether the land underlying the proposed connector is developed by The Aspen Group, the Hospital, or some other developer. The fact remains that the Hospital currently owns thirteen (13) acres of land, which it can develop itself, which it can sell to a single developer, or which it can sell to multiple developers. The City believes that it is immaterial in what manner, order, or fashion the Hospital disposes of this property. The property will ultimately be subject to development, which will itself create traffic demands. In addition, the needs of the community for future connector streets will not be reduced by the manner or sequence in which the Hospital disposes of its property.

We encourage the Hospital and The Aspen Group to reconsider their arrangement. By working with the City a routing of the connector may be possible that would insure that the remaining land north of the connector is developable. This can be done by jogging the new connector somewhat southward, leaving a larger remainder to the north. If the parties do not cooperate at this time, and the only route available for the future connector is directly east of 13th Street, the remainder parcel north of the new connector will be much smaller, which will make it less developable and less valuable. It would not seem to be in the Hospital's best interests to do this. It is the City's position that since the Hospital has the ability to affect the route of the future connector, thereby leaving a developable parcel north of such connector, it will be the Hospital's misfortune if it passes up such opportunity, leaving itself with an undevelopable parcel of property north of the future connector.

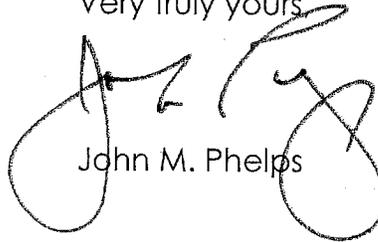
Attached to this letter is a conceptual route of the future connector that would leave potential for a developable parcel north of the connector. This is obviously a general concept, and no engineering has gone into this proposal. We provide this proposal to invite discussion between the parties about the best location for all concerned. Again, we urge the Hospital and The Aspen Group to consider such an alignment.

Daniel D. Johns  
Crowley, Haughey, Hanson,  
Toole & Dietrich P.L.L.P.  
April 25, 2007  
Page 3

In summary, the City will require the dedication of a future connector no matter how the Hospital disposes of its current property. By cooperating with the City in locating the future connector, the Hospital can maximize the development potential of its property north of the connector and thereby retain its value. The City will not be responsible for any loss of value to the Hospital's property north of the connector if the Hospital declines to take steps that would preserve its value.

I would be happy to discuss this letter with you.

Very truly yours

A handwritten signature in black ink, appearing to read "John M. Phelps", written over the typed name below it.

John M. Phelps

JMP/klh  
Attachment

cc: Gary B. Marks, City Manager  
Robert Horne, Jr., Planning & Building Director  
John C. Wilson, Public Works Director



## OFFICE OF THE CITY ATTORNEY

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Post Office Box 158  
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Facsimile (406) 863-1249



May 22, 2007

Daniel D. Johns  
Crowley, Haughey, Hanson,  
Toole & Dietrich P.L.L.P.  
PO Box 759  
Kalispell, MT 59903-0759

**COPY**

RE: North Valley Hospital / The Aspen Group

Dear Dan:

Thank you for your letter of May 11, 2007. As is not unusual in our business, we view the same set of facts from a slightly different perspective.

It appeared to me and I believe to the City Council that the Hospital's primary goal in approaching the Council over the past year was to persuade the Council to either delete the 13th Street/Voerman Road alternative (Alternative "C") from the Southeast Whitefish Transportation Plan, or agree to compensate the Hospital for the cost of dedication of that right-of-way. While the Council Minutes certainly confirm that you and the Hospital representatives invited the City Council to engage in a discussion, the goal of such discussions appeared to the City to be unacceptable. The City Council simply was not willing to delete Alternative "C" from the Southeast Whitefish Transportation Plan. Nor was it willing to pay compensation for the dedication of a roadway that the City believes it has a lawful right to require, without compensation. For that reason, further discussions did not appear to hold out any hope of a resolution.

I believe we understand each other's positions. The City believes that it can require the dedication of the right-of-way for the 13th Street/Voerman Road connector as a part of its police power and development approval authority, without paying compensation. The Hospital believes that the City must pay compensation for such roadway. The purpose of my April 25, 2007, letter was to encourage the mitigation of potential damages. If the entire future roadway will traverse Lot 13D, then the remainder of Lot 13D may be rendered undevelopable, resulting in significant damages.

If the City is correct, and it has the right to require the dedication of the roadway without compensation, and the Hospital has declined to mitigate its

Daniel D. Johns  
Crowley, Haughey, Hanson,  
Toole & Dietrich P.L.L.P.  
May 22, 2007  
Page 2

damages as the City has invited it to do, then the damage to the remainder may be entirely borne by the Hospital. Conversely, if the Hospital is correct, and the City has no right to require the dedication of the new roadway without compensation, then those remainder damages may well fall upon the City. We believe by limiting the scope of the damages, by creatively routing the future roadway, the parties will limit the size of the dispute that they will inevitably face. That is why we encouraged the Hospital and The Aspen Group to work with the City in rerouting the future roadway to protect the developability of Lot 13D.

We still believe it would be wise for all parties to try to mitigate potential damages. If the entire future roadway will traverse Lot 13D, then the City cannot allow that property to be developed without dedication of the necessary right-of-way. That will undoubtedly precipitate a crisis between the City and the Hospital. The scope and extent of that crisis could be affected by the decisions the parties make at this time.

I wanted to provide a little further information regarding your analysis of the City's right to require dedication of roadways without compensation. The police power, state law and subdivision regulations, and City Ordinances, allow the City considerable leeway in requiring the dedication and construction of roads to serve developments. For instance, attached as Figure "A" is a map showing the current Hospital property, and the type of road system that the City could require from a developer. These roads are laid out in the typical "grid" form that is used in many of the older City subdivisions. Although this is a "worst case" scenario used to make the point, the City could, if it chose to, require such a grid system on the Hospital's "old" campus.

Modern developers typically prefer a more imaginative street design, and the City frequently works with the developers, often approving something other than the typical "grid," through the use of a Planned Unit Development (PUD). Nevertheless, the City is not required to approve a PUD, and can insist on the type of road grid shown on Figure "A." And the City is not limited to merely requiring dedication of the roadways. The City is entitled to require that the developer construct the pavement, curbs, gutters, sidewalks, street lighting, and street trees. For example, the Figure "A" road grid would require a developer to dedicate and construct 3,014 lineal feet of City streets.

In the case of the Hospital's "old" campus, the City currently contemplates requiring far less than it could. Figure "B" shows what the City is currently contemplating. It involves the dedication of the Columbia Avenue right-of-way,

Daniel D. Johns  
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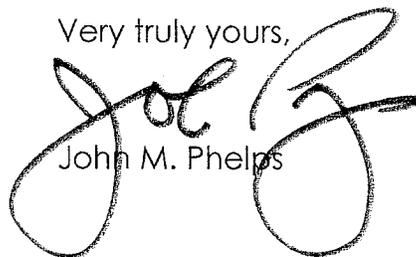
and a single east-west connection with Highway 93, as well as full construction of the street, curbs, gutters, sidewalks, etc. With respect to the 13th Street/Voerman Road connector, the City only contemplates the dedication of the right-of-way, with the City to pay the cost of eventual construction. What the City contemplates, as shown on Figure "B," would require the dedication of 1,475 lineal feet of City street. It would involve the construction, however, of only 1,256 lineal feet.

The right-of-way that the City requests for the 13th Street/Voerman Road connector is similar to what it requires for a typical residential street. The City anticipates that it would need only a 60' wide right-of-way for the 13th Street/Voerman Road connector, which is what it would require from any developer for a typical neighborhood street.

If the City were requiring a much greater dedication (100' width for instance) and requiring the developer to construct a roadway of a greater structural cross section and width than is required for a typical residential street, then the Hospital's position might have greater legitimacy. But with the City only requesting the dedication of a residential-width street, and not requiring any construction whatsoever, we believe that the City's requirement is well within its authority under the policy power and the various applicable subdivision regulations. The City routinely requires developers to dedicate right-of-way to connect with existing or future planned City streets.

In any event, I hope this further explains the City's position. Please let me know if I can provide any further information. I again renew the request contained in my April 25 letter that North Valley Hospital and The Aspen Group work with the City to reroute the future 13th Street/Voerman Road connector, in order to mitigate the damages that either the City or the Hospital will eventually suffer.

Very truly yours,



John M. Phelps

JMP/kjh  
Attachments

cc: Gary B. Marks, City Manager  
Wendy Compton-Ring, Interim Planning & Building Director  
John C. Wilson, Public Works Director

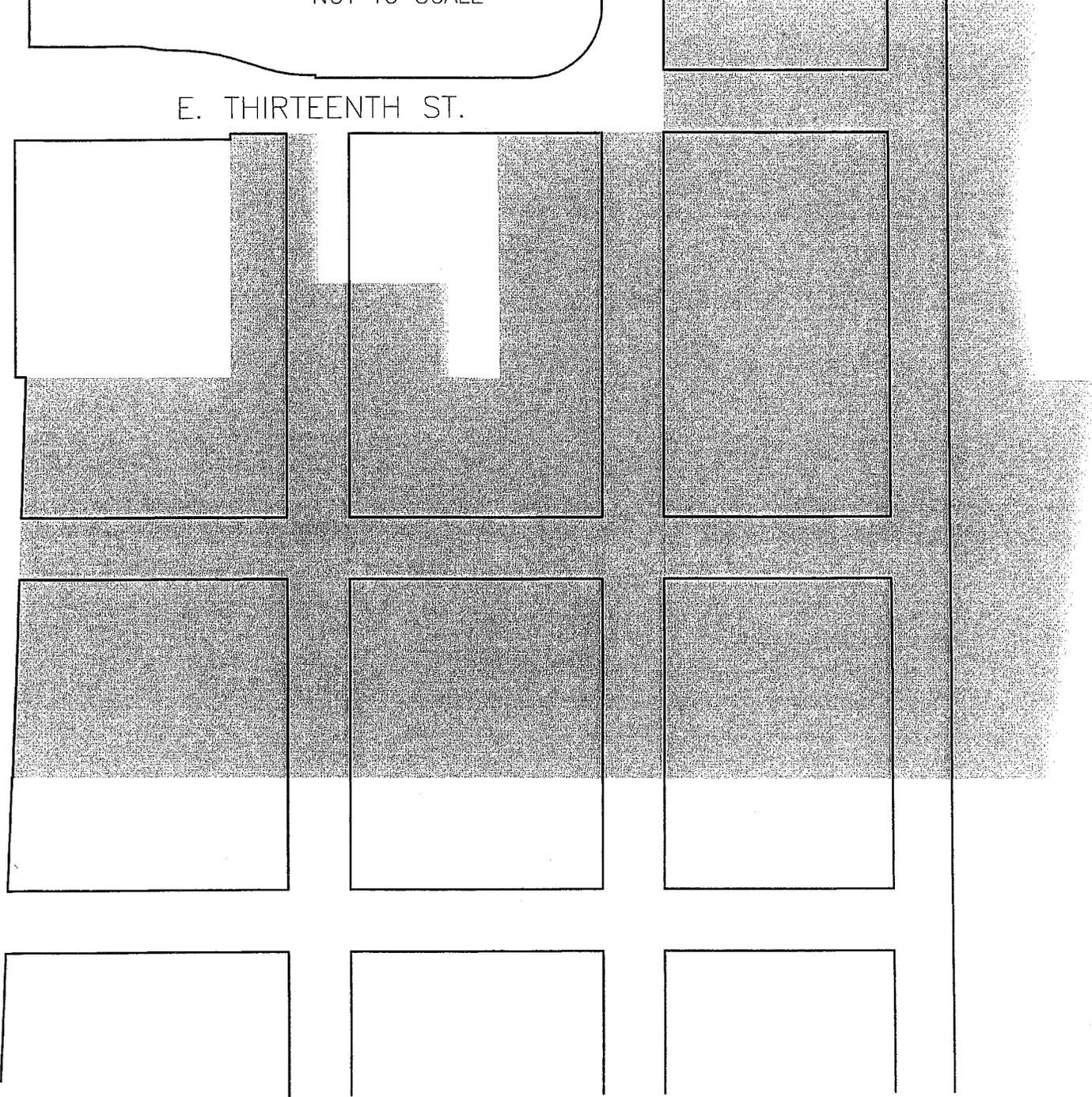


NOT TO SCALE

E. THIRTEENTH ST.

U S HIGHWAY 93

WHITEFISH RIVER



**FIGURE A**



NOT TO SCALE

E. THIRTEENTH ST.

U S HIGHWAY 93

WHITEFISH RIVER

**FIGURE B**

# OFFICE OF THE CITY ATTORNEY

204 Central Ave. • Whitefish, MT 59937 • (406) 862-2528 • Fax: (406) 862-1140



February 24, 2004

Gary B. Marks, City Manager  
City of Whitefish

COPY

Via Hand Delivery

RE: Columbia Avenue; North Valley Hospital

Dear Gary:

I just wanted to confirm with you that I reviewed the agreement between the City and North Valley Hospital and it clearly provides that the restriction on the City's construction of Columbia Avenue through the Hospital property automatically terminates as soon as a hospital is no longer operated on the premises. As Eric suggested, however, I agree it is a good idea to remind North Valley Hospital of this term, assuming that the Hospital receives approval to proceed at its proposed new location.

Even if the City were released from this restriction, it would still have to obtain right-of-way from a new owner, which might not be an easy task. On the other hand, depending on what the future development proposal is, the City might be able to require an extension of Columbia Avenue as a condition of approval of a future development.

We should all bear in mind that the agreement with the Hospital contains a restriction on the time within which the City must construct the bike path. The Hospital insisted that the City agree that the pedestrian and bicycle path easement will automatically terminate if the City has not constructed the trail within ten (10) years of the date of execution of the agreement between the parties. The agreement was executed on December 19, 2001, so the City has until December 18, 2111, within which to construct the pedestrian and bicycle path.

I hope this information is helpful.

Very truly yours,

HEDMAN, HILEMAN & LACOSTA  
Office of the City Attorney



John M. Phelps

JMP/klh

cc: Doug Adams  
Eric Mulcahy  
John Wilson

## OFFICE OF THE CITY ATTORNEY

John M. Phelps, City Attorney  
jphelps@cityofwhitefish.org  
(406) 863-2444

Keni L. Hopkins, Legal Assistant  
khopkins@cityofwhitefish.org  
(406) 863-2445

Post Office Box 158  
Whitefish, MT 59937-0158  
Facsimile (406) 863-1249



# Memorandum

July 23, 2009

TO: Chuck Stearns, City Manager

FROM: John M. Phelps, City Attorney

RE: Bicycle Easement on Old Hospital Site

Back in 2001, while North Valley Hospital was still operating at its old location, North Valley gave the City a pedestrian and bicycle path the length of its property along the Whitefish River. It was a complicated transaction in which the City agreed not to extend Columbia Avenue southward through the Hospital Campus, and in return the Hospital gave the City the pedestrian and bicycle path easement. The Agreement provided that if the Hospital ever moved its operations, then the City would not be bound by the restriction on extending Columbia Avenue southward, but the City would still get to keep the pedestrian and bicycle path.

The Agreement between the City and the Hospital also provided that if the City did not complete construction of the pedestrian and bicycle path by December 18, 2011, then the pedestrian and bicycle path easement would evaporate.

The attached map shows, in blue, the outline of the original North Valley Campus.

Several years ago the Aspen Group purchased Tract 1 and Tract 3 from North Valley Hospital, and is currently pursuing a residential development on those two lots. The Aspen Group has agreed to eliminate the deadline for the City to construct the pedestrian and bicycle path on its property. In fact, when it someday completes its development, the Aspen Group will build the pedestrian and bicycle path where it runs along the Aspen Group's property.

Unfortunately, the Aspen Group did not buy Tract 2. It is still owned by North Valley Hospital. As a result, the old restriction, requiring completion of the bicycle path by December 18, 2011, is still in effect. I have colored in yellow the

Chuck Stearns, City Manager  
July 23, 2009  
Page 2

approximate location of the pedestrian and bicycle path where it crosses the parcel still owned by North Valley Hospital.

Tract 2 has been a contentious issue for the City and North Valley Hospital. Originally Tract 2 was going to be part of the Aspen Group's development, but it is also identified on the City's Southeast Whitefish Transportation Plan as the location for a future extension of Thirteenth Street across the Whitefish River, across Cow Creek, and then connected up with Voerman Road. When the Aspen Group was originally negotiating with North Valley Hospital to acquire its property, the City said that it would require the dedication of right-of-way from east to west across the length of Tract 2, to provide a location for the future extension of Thirteenth Street. North Valley Hospital claimed that we had no right to require the dedication, and claimed that it would cost them \$500,000 in lost profits. The City stuck to its guns. As a result, the Aspen Group bought only Tract 1 and Tract 3 from North Valley Hospital, and North Valley Hospital still holds onto Tract 2.

The current Hospital CEO may not be aware of this, but I'm sure a number of the Hospital Board Members remember the issue.

Somehow we need to either construct this short segment (approximately 114') across Tract 2, or get the Hospital to remove the December 18, 2011, deadline.

We need to approach the Hospital, and I thought that maybe the best way would be for you to approach the new Hospital CEO. In any event, when you have a moment why don't we talk about this. I've calendared the December 18, 2011, deadline, so that we don't miss it.

JMP/klh  
Attachment

## Keni L. Hopkins

---

**From:** John Phelps <jjohn016@centurytel.net>  
**Sent:** Thursday, February 26, 2015 12:31 PM  
**To:** Chuck Stearns  
**Cc:** Wendy Compton-Ring; David Taylor; Karin Hilding; Keni L. Hopkins; Mary VanBuskirk; John Muhlfeld  
**Subject:** Re: NVH - 1315 Columbia Ave

Wendy, You might look at my letters to the hospital. I believe they're probably the only thing that the city ever put in writing on the subject. You might want to maintain a position on the future road and bridge consistent with the position that the city took when I wrote my letters. It was a pretty firm position, as that was how Gary Marks and I saw it. The city could always soften its position at a later date. Just my thoughts. John

Sent from my iPad

On Feb 26, 2015, at 11:45 AM, Chuck Stearns <[cstearns@cityofwhitefish.org](mailto:cstearns@cityofwhitefish.org)> wrote:

Wendy:

I would read the language in the transportation plan and be guided by that and any zoning regulations for the use of the land.

Chuck Stearns  
City Manager  
City of Whitefish  
P.O. Box 158  
418 E. 2<sup>nd</sup> Street  
Whitefish, MT 59937-0158  
406-863-2406  
Fax 406-863-2419

<image001.png>

**From:** Wendy Compton-Ring [<mailto:wcompton-ring@cityofwhitefish.org>]  
**Sent:** Thursday, February 26, 2015 9:22 AM  
**To:** 'Chuck Stearns'; 'John & Melisa Phelps'; 'David Taylor'  
**Cc:** 'Karin Hilding'; 'Keni L. Hopkins'; 'Mary VanBuskirk'; 'John Muhlfeld'  
**Subject:** RE: NVH - 1315 Columbia Ave

So, any more thoughts on this matter.

Should I let Joe know that he can go ahead (we have no standards or easements prohibiting it), but we still have interest in pursuing a r.o.w. and he will have to meet all city requirements – stormwater, landscaping, etc.?

**From:** Chuck Stearns [mailto:[cstearns@cityofwhitefish.org](mailto:cstearns@cityofwhitefish.org)]  
**Sent:** Thursday, February 19, 2015 9:46 AM  
**To:** 'John & Melisa Phelps'; 'Wendy Compton-Ring'; 'David Taylor'  
**Cc:** 'Karin Hilding'; 'Keni L. Hopkins'; 'Mary VanBuskirk'; 'John Muhlfeld'  
**Subject:** RE: NVH - 1315 Columbia Ave

To all:

John provides a great summary of the issue below and I am expanding the cc list to include Mary and Mayor Muhlfeld on this issue. I am not sure that a proposed parking lot on this site violates the limitation in the Transportation Plan or prevents us ultimately from putting a bridge in this location. A few years ago, we had Public Works pave our easement on this lot for future trail connections so that our easement was “perfected” in that we had to have a paved trail within 10 years of that trail easement or the easement would go away. So we now have a paved trail on that lot with no connections at either end.

NVH officials certainly know about it. Every couple of years we have a work session with NVH board and staff – the last one was last fall. At each work session, they remind us of this exaction on their property, they repeat their assertion that we should either buy the lot from them (not at any discount because of the limitation) or remove the limitation so they can sell the lot unencumbered. To date, we have not considered or done either.

John Wilson felt it would be unlikely that we would ever build a bridge here because it would be all at a local, city cost (no MDT help). Also, there is one property owner there who is adamant against any bridge and might litigate if it were ever proposed, but that is not a reason not to consider it. We have always waited to see if MDT puts in the 7<sup>th</sup> Street bridge as that helps diminish a little the need for the 13<sup>th</sup> Street bridge, but not completely. The 13<sup>th</sup> Street bridge would provide very good emergency and public safety access to the Monegan Road area and Creekwood, which not requires roundabout access by fire and police.

So, just some more information to throw into the equation. If a CUP were needed for their parking lot, we might be able to attach as a condition some sort of easement or recorded document that could be recorded so that the limitation is more than just in the Transportation Plan document?

Chuck Stearns  
City Manager  
City of Whitefish  
P.O. Box 158  
418 E. 2<sup>nd</sup> Street  
Whitefish, MT 59937-0158  
406-863-2406  
Fax 406-863-2419

<image001.png>

**From:** John & Melisa Phelps [<mailto:jjohn016@centurytel.net>]  
**Sent:** Wednesday, February 18, 2015 5:00 PM  
**To:** Wendy Compton-Ring; 'David Taylor'  
**Cc:** 'Karin Hilding'; 'Keni L. Hopkins'; Chuck Stearns  
**Subject:** Re: NVH - 1315 Columbia Ave

Hi Folks,

I wondered when something like this would come up. Here's what I remember.

The City's Southeast Whitefish Transportation Plan has for many years called for a bridge eventually over Cow Creek and (I think) also the river at the location of this lot, in order to connect with Voerman Road and allow people to drive directly to Highway 93 from Voerman Road without threading their way down and around Park, which is a very poor route.

When the hospital decided to sell their old building, the developer proposed to buy all the hospital's property, including this lot. The City told the developer that based on the S.E. Whitefish Transportation Plan they would have to dedicate the necessary right-of-way for the bridge and approach to the City, just as they would have to dedicate other right-of-way that the City had earmarked for a future City road. The width that the City needed was only slightly wider than the width it asks for for other City streets.

The hospital was very upset with the City, but I told Gary Marks and John Wilson that the City had the authority to do it. The developer had a proposed development that had relatively few streets, and they weren't laid out in a grid as the rest of the neighborhood in that area are. The City was asking for a lot less in the way of streets than it could have if it had asked for the developer to replicate a typical neighborhood.

In order to get around the City's requirement the Hospital and the developer just decided that the developer wouldn't buy the parcel that the bridge approach would go on. They thought that by doing it that way, they could avoid having to give the City the right-of-way that it needed. The City took the position that that didn't prevent the City from requiring the dedication of the road when the City eventually needed it. Otherwise developers could just decide not to buy a strip on the outside edge of a proposed development that the City has identified for a future road, thereby saving money and preventing the City from receiving the roadway that it was entitled to.

I wrote a couple long letters to the hospital's attorney, Dan Johns. Gary Marks was adamant throughout the whole process that the City needed to make sure that that parcel wasn't developed so that it would be available for the City's future bridge approach. That's why I asked Wendy to flag it so if ever the hospital tried to sell or develop that lot, the City could remind the hospital of the need to dedicate it to the City. The City could have pushed harder at the time, but it was decided to just sit on it until the hospital tried to do something with it or the City was ready to build the road and bridge.

I don't know if anyone at the hospital remembers any of this. There's been quite a bit of turnover there.

Anyway, you can find my letters to the hospital's attorney and Gary Mark's memo's to the Council telling them how important this piece of land is.

I hope the City doesn't just roll over on this. The City could make a deal with the hospital allowing a parking lot but with the hospital promising that the necessary property would be dedicated to the City when the City was ready to build the bridge. Everyone thought that it would be far into the future.

The City never obtained an easement for the bridge or the approach. John

**From:** Wendy Compton-Ring  
**Sent:** Wednesday, February 18, 2015 3:09 PM  
**To:** 'David Taylor'  
**Cc:** 'Karin Hilding'; 'John Phelps'; 'Keni L. Hopkins'  
**Subject:** RE: NVH - 1315 Columbia Ave

I found easements for a ped-bike trail along the river and an easement (30x40-feet) for a future ped-bike bridge landing and abutment for a bridge across the WF River. I wasn't able to locate anything else.

---

**From:** David Taylor [<mailto:dtaylor@cityofwhitefish.org>]  
**Sent:** Wednesday, February 18, 2015 1:59 PM  
**To:** 'Wendy Compton-Ring'  
**Cc:** 'Karin Hilding'; 'John Phelps'; 'Keni L. Hopkins'  
**Subject:** RE: NVH - 1315 Columbia Ave

There is an easement on it for a future bridge and ROW, if I remember correctly. Based on what we did for First Interstate Bank and the lot across from Stampede Square, which was allowing a stand alone parking lots, I think parking is probably OK as long as its associated with a nearby use, especially in WB-2. We should seriously consider adding 'public and private parking lots' to our conditional uses in various commercial zones and maybe high density as a text amendment to clarify.

---

**From:** Wendy Compton-Ring [<mailto:wcompton-ring@cityofwhitefish.org>]  
**Sent:** Wednesday, February 18, 2015 12:53 PM  
**To:** David Taylor  
**Cc:** Karin Hilding; John Phelps; 'Keni L. Hopkins'  
**Subject:** NVH - 1315 Columbia Ave

<image002.jpg>North Valley Hospital owns the highlighted lot (to the south of the Duck Inn). They are interested in installing a parking lot for their professional building behind the Zip Trip. I sent them to Karin to discuss stormwater and let them know they would also need to install landscaping. This property is zoned WB-2 which doesn't specifically permit parking lots. I said I would check with you to see what you thought. They might also work with the Averill's to use this as some off-site parking for their hotel project. Thoughts?

I've copied Karin and John P, as it seems to me that the City had some sort of interest in preserving this area for a future transportation connection or for some other infrastructure need? I'm a little fuzzy on the details. What do you recall? I just remember John Phelps wondering how we were going to flag this property to remember something important in the future ...

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

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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, March 7, 2016, at **7:10 p.m.** at Interim City Hall, 1005 Baker Avenue.

Ordinance numbers start with 16-07. Resolution numbers start with 16-13.

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) PRESENTATION
  - a) Proclamation- National Service Day on April 5, 2016 (p. 93)
  - b) Update on City Hall/Parking Structure construction – Owner’s Representative Mike Cronquist (p. 94)
- 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
  - a) Minutes from the February 16, 2016 Council regular meeting (p. 106)
  - b) Ordinance No. 16-06; An Ordinance amending Zoning Regulations in Whitefish City Code Title 11 to amend Section 11-2, Zoning Districts, to add 11-2W, WT-3 Neighborhood Mixed-Use Transitional District, and 11-2X WI-T Industrial Transitional District, as well as development requirements for Artisan Manufacturing, Micro-Breweries and Micro-Distilleries, and Live/Work Units in Special Provisions 11-3, and new definitions for Artisan Manufacturing, Business Incubators, Coffee Shops/ Sandwich Shops, Live/Work Unit, Micro-Brewery, Micro-Distillery, Mixed-Use Environment, Mixed-Use Building, and Research Facilities in 11-9, as an implementation of the Highway 93 West Corridor Plan. (Second Reading) (p. 120)
  - c) Review and approve the Final Plat for a Boundary Line Adjustment (exempt subdivision) with the Murr Family to acquire approximately 0.75 acres of land adjacent to the Water Treatment Plant property (p. 145)

- d) Review and approve the Final Plat for a Boundary Line Adjustment (exempt subdivision) with NxGen International to acquire approximately 0.003 acres of land adjacent to O'Brien Avenue as a gift of additional Right-of-Way for O'Brien Avenue (p. 171)
  - e) Review and approve the Amended Plat and deed for a Right-of-Way dedication (exempt subdivision) with the WAVE to acquire approximately 0.74 acres of land known as O'Brien Avenue as a gift of Right-of-Way for O'Brien Avenue (p. 174)
  - f) Consideration of an application from Dear Tracks Residences, LLC for the final plat approval of a 2-lot subdivision located on Highway 93 S – Whitefish Crossing apartment project (p. 177)
- 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 request by Averill Family Limited Partnership for a Conditional Use Permit to operate a bar in conjunction with an established lodging facility at 1385 Wisconsin Avenue (p. 205)
- 8) **COMMUNICATIONS FROM PARKS AND RECREATION DIRECTOR**
- a) Consideration of approving Amendment #1 to the engineering consulting contract with Robert Peccia and Associates for design, bidding, and construction services for the Depot Park Master Plan project, Phase II - Gazebo (p. 230)
- 9) **COMMUNICATIONS FROM PLANNING AND BUILDING DIRECTOR**
- a) Consideration of approving the selection of and authorizing the contract with Applied Communications LLC for consulting services on the Wisconsin Avenue Corridor Plan (p. 255)
- 10) **COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR**
- a) Resolution No. 16-\_\_\_; A Resolution approving a contract with Montana Waste Systems, Inc., d/b/a North Valley Refuse for solid waste collection and disposal (p. 286)
- 11) **COMMUNICATIONS FROM CITY MANAGER**
- a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 310)
  - b) Other items arising between March 2<sup>nd</sup> and March 7<sup>th</sup>
  - c) Resolution No. 16-\_\_\_; A Resolution authorizing participation in the Board of Investments of The State of Montana Short Term Investment Pool (STIP) and authorizing the execution and delivery of documents related thereto (p. 314)
- 12) **COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS**
- a) Consideration of a letter from LeAnne and Marie Nordahl regarding the possibility of the City vacating and abandoning the East 7<sup>th</sup> Street Right-of-Way between Spokane Avenue and Kalispell Avenue (p. 326)
  - b) Email from L. Greg Magone about not putting street lights on West 7<sup>th</sup> Street Resort Tax project (p. 330)
  - c) Discussion of initiating a process to consider changing the Depot Park Master Plan so as to consider not demolishing the existing building in Depot Park (p. 331)
- 13) **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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March 2, 2016

The Honorable Deputy Mayor Hildner and City Councilors  
City of Whitefish  
Whitefish, Montana

Mayor Muhlfeld and City Councilors:

**Monday, March 7, 2016 City Council Agenda Report**

There will be a work session at 5:00 p.m. to review the South Whitefish Transportation Plan. Food will be provided.

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

**CONSENT AGENDA**

- a) Minutes from the February 16, 2016 Council regular meeting (p. 106)
- b) Ordinance No. 16-06; An Ordinance amending Zoning Regulations in Whitefish City Code Title 11 to amend Section 11-2, Zoning Districts, to add 11-2W, WT-3 Neighborhood Mixed-Use Transitional District, and 11-2X WI-T Industrial Transitional District, as well as development requirements for Artisan Manufacturing, Micro-Breweries and Micro-Distilleries, and Live/Work Units in Special Provisions 11-3, and new definitions for Artisan Manufacturing, Business Incubators, Coffee Shops/ Sandwich Shops, Live/Work Unit, Micro-Brewery, Micro-Distillery, Mixed-Use Environment, Mixed-Use Building, and Research Facilities in 11-9, as an implementation of the Highway 93 West Corridor Plan. (Second Reading) (p. 120)
- c) Review and approve the Final Plat for a Boundary Line Adjustment (exempt subdivision) with the Murr Family to acquire approximately 0.75 acres of land adjacent to the Water Treatment Plant property (p. 145)
- d) Review and approve the Final Plat for a Boundary Line Adjustment (exempt subdivision) with NxGen International to acquire approximately 0.003 acres of land adjacent to O'Brien Avenue as a gift of additional Right-of-Way for O'Brien Avenue (p. 171)
- e) Review and approve the Amended Plat and deed for a Right-of-Way dedication (exempt subdivision) with the WAVE to acquire approximately 0.74 acres of land known as O'Brien Avenue as a gift of Right-of-Way for O'Brien Avenue (p. 174)

- f) Consideration of an application from Dear Tracks Residences, LLC for the final plat approval of a 2-lot subdivision located on Highway 93 S – Whitefish Crossing apartment project (p. 177)

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

**Item a is an administrative matter, items b-e are legislative matters, and item f 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 request by Averill Family Limited Partnership for a Conditional Use Permit to operate a bar in conjunction with an established lodging facility at 1385 Wisconsin Avenue (p. 205)

From Planner II Bailey Minnich's transmittal letter:

**Summary of Requested Action:** The Averill Family Limited Partnership is requesting a Conditional Use Permit to operate a bar in conjunction with an established lodging facility at 1385 Wisconsin Avenue. The property is developed with an existing commercial lodge as part of the Viking Creek facilities. The proposed bar will be located near the pool area in the existing lodge building. The pool and grill area was constructed as part of the hotel expansion approximately 1 year ago. The bar is intended for hotel guests and will not cater to the general public. The bar and grill area will be approximately 338 square feet, with only four seats at the bar. The subject property is zoned WRB-2 with a PUD overlay. The WRB-2 zoning permits a bar in conjunction with and ancillary to established lodging facilities with the issuance of a conditional use permit. The Whitefish Growth Policy designates this property as 'Resort Residential.'

**Planning & Building Department Recommendation:** Staff recommended approval of the above referenced conditional use permit with seven (7) conditions set forth in the attached staff report.

**Public Hearing:** The applicant's representative spoke at the public hearing on February 18, 2016. The draft minutes for this item are attached as part of this packet.

**Planning Board Action:** The Whitefish Planning Board met on February 18, 2016 and considered the request. Following the hearing, the Planning Board unanimously recommended approval of the above referenced conditional use permit with seven (7) conditions as contained in the staff report and adopted the staff report as findings of fact.

**RECOMMENDATION:** Staff respectfully recommends that the City Council, after considering testimony at the public hearing and the recommendations from the staff and Planning Board, approve a Conditional Use Permit to operate a bar in conjunction with an established lodging facility at 1385 Wisconsin Avenue with seven (7) conditions and the staff report as findings of fact.

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

#### COMMUNICATIONS FROM PARKS AND RECREATION DIRECTOR

- a) Consideration of approving Amendment #1 to the engineering consulting contract with Robert Peccia and Associates for design, bidding, and construction services for the Depot Park Master Plan project, Phase II - Gazebo (p. 230)

From Parks and Recreation Director Maria Butts staff report:

The Parks and Recreation Department has worked with Robert Peccia and Associates (RPA) for the past eleven months as RPA has provided engineering services for the Depot Park Master Plan Revisions and Implementation Project.

In February of 2015 Council approved the contract with RPA for services to include surveying, conceptual design, and preliminary outreach, allowing for a refinement and update to the Master Plan to be presented to the public during monthly Park Board meetings and to be approved by the Park Board of Commissioners. The contract was for an amount not to exceed \$88,300. RPA has completed the tasks outlined in the initial contract and will be presenting the finalized Master Plan to the Park Board March 8, 2016.

A significant element of the Depot Park Master Plan is the gazebo located in the southeastern portion of the park. RPA, in collaboration with Bruce Boody and Ross Anderson, presented to the Park Board several conceptual designs for the gazebo. Through the conceptual design process, the gazebo took shape as a 30', elevated, ADA accessible gazebo with electrical outlets and lighting. On February 9, 2016, the Park Board of Commissioners moved to approve the gazebo design as presented, contingent upon available funds. The motion was approved with a five to one vote, with Member Schnee in opposition.

Tax Increment funds have been committed to the Depot Park Master Plan. Currently, \$224,792 is available in the Tax Increment Fund (TIF) for this project, including \$10,000 in grant monies received from the Whitefish Rotary. Due to cost increases for the City Hall and Parking Structure Project, the Depot Park Master Plan Implementation Project appropriation has been decreased from the original \$480,802 in the FY16 Adopted Budget to \$224,792. With the Master Plan nearly complete, the Park Board wishes to move forward with the construction of the Depot Park Gazebo. RPA has submitted a contract amendment for these services in the amount of \$34,900. The scope of work for this contract amendment is construction design,

bidding, and construction of the gazebo. Work for the three above tasks are anticipated to be completed by July 1, 2016.

The Parks and Recreation Department and RPA have negotiated a contract amendment for the services describe above in an amount not to exceed \$34,900. This amount will be paid out of the Tax Increment Fund. Currently, \$224,792 is available for this project this fiscal year, which includes a \$10,000 grant from Whitefish Rotary. The breakdown of associated costs is as follows:

**Depot Park Master Plan Revision and Implementation**

\$ 14,184	FY15
\$ 74,116	FY16
\$ 88,300	Total Master Plan Costs

**Gazebo Design, Bidding, and Construction**

\$ 34,900	RPA Contract Amendment for Design, Bidding, and Construction (Breakdown of costs detailed in contract amendment)
\$ 75,000	Gazebo Structure (RPA Cost Estimate)
\$ 38,000	Gazebo Elevation (RPA Cost Estimate)
\$ 4,500	Gazebo Electrical (RPA Cost Estimate)
\$ 9,300	Landscaping / Irrigation (RPA Cost Estimate)
\$161,700	Total Gazebo Design, Bidding, and Construction Costs

**Total Estimated FY16 TIF Expenditures**

\$ 74,116	Master Plan Revision and Implementation Project
\$ 161,700	Gazebo Design, Bidding, and Construction
\$ 235,816	

Therefore, there is an \$11,024 difference in allocated funds versus estimated costs. However, there is contingency remaining in TIF that would be available to support the difference. The total amount of increased available funds from the contingency will be determined once bids have come in. If the bids come in at a higher cost than available funds, by Park Board motion the project would not be able to move forward. If there are sufficient funds available, the bid award will still be subject to Council approval, once bids have been received.

**RECOMMENDATION:** Staff respectfully recommends the City Council authorize the execution of a contract amendment with Robert Peccia and Associates, in an amount not to exceed \$34,900, for engineering services for the design, bidding, and construction of the Depot Park Gazebo.

**This item is a legislative matter.**

## COMMUNICATIONS FROM PLANNING AND BUILDING DIRECTOR

- a) Consideration of approving the selection of and authorizing the contract with Applied Communications LLC for consulting services on the Wisconsin Avenue Corridor Plan (p. 255)

From Planning and Building Director Dave Taylor's staff report:

The City Council prioritized Wisconsin Avenue as the next point of study for a long range corridor plan. Staff issued a request for proposals (RFP) for professional land use and transportation planning assistance for a Wisconsin Avenue Corridor Plan in early January. The application deadline closed on January 28th.

The only response to the RFP we received was from Applied Communications LLC of Whitefish. Because there was only one proposal, no selection committee was necessary. Staff is confident that Applied Communications LLC will do a thorough and professional job. Their proposal is well done and falls within the budget allotted for the project.

The firm is made up of professional planners Kathleen McMahon and Robert Horne, and they will team up with Robert Peccia and Associates (RPA) and GSBS Richman Consulting for this project. As a local firm, they have an excellent familiarity with Whitefish and our adopted long range plans, as well as the necessary experience for a successful project. Because of the transportation element of the plan, having RPA on board will be very useful, as they did our 2009 Transportation Plan, our Whitefish Urban Corridor Study, and designed the Wisconsin Avenue bike and pedestrian path. A copy of their proposal is attached.

The contract, to be negotiated after council approval, will be not to exceed \$50,000. That amount was in our FY 15/16 budget and will be paid for out of TIF funds.

**RECOMMENDATION:** Staff respectfully recommends the City Council award a contract for the Wisconsin Avenue Corridor Plan to Applied Communications, LLC in an amount up to \$50,000.

**This item is a legislative matter.**

## COMMUNICATIONS FROM PUBLIC WORKS DIRECTOR

- a) Resolution No. 16-\_\_\_; A Resolution approving a contract with Montana Waste Systems, Inc., d/b/a North Valley Refuse for solid waste collection and disposal (p. 286)

From Public Works Director Craig Workman's staff report:

In May 2004, the City moved from collecting solid waste in house to contracting with North Valley Refuse (NVR) for the collection and disposal of solid waste. The current contract with NVR was awarded in October 2011, and is set to expire later this year.

In an effort to change some of the roles and responsibilities between the City and NVR, and provide better solid waste collection services for the residents and business owners of Whitefish, staff has negotiated a revised 5-year contract with NVR.

The enclosed contract between the City and NVR was negotiated to accomplish the following three main objectives, which were discussed at the council work session on 9/8/2015:

***Billing Responsibilities:*** Going forward, in an effort to streamline billing, and remove the City as the “middleman” from bill collection, NVR will be responsible for billing City residents and business owners on a monthly basis for solid waste collection and hauling services. NVR will continue to bill City residents and business owners the monthly rates that were established by Council effective 10/1/2015, as shown on Exhibit "C" of the contract. NVR will be entitled to increase rates by 3% each year, and they will be required to continue to provide free service to City owned facilities. The City shall have no obligation or responsibility to assist the collection of fees, and any loss resulting from non-collection of fees shall be borne solely by NVR. The City will be responsible for providing NVR with new owner/renter information as it is made available to us, and will also notify NVR of new accounts as they are created. Any requests for changes to services requires property owners to contact NVR directly and cannot be made by tenants.

***Animal Resistant Containers:*** NVR now has a 96-gallon automated animal resistant container which can be offered to their customers. At the request of a resident or business owner, NVR will provide this cart. Rates for these carts are defined on Exhibit C of the contract, as approved by Council last year.

***Central Recycling Site:*** As part of the current contract, NVR is required to maintain several recycling sites throughout the City. In an effort to improve service to residents, and simplify recycling operations for NVR, a Centralized Recycling site was created at the City-owned lot at the northeast corner of Columbia and Railway (i.e. the snow lot). The revised contract removes the obligation for NVR to maintain multiple satellite sites, in lieu of the centralized site. 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 revised contract still contains language stating that NVR shall not charge City residents and business owners for recycling services at the new central recycling site. However, NVR may continue to charge for the separate curbside collection and recycling of cardboard and recycling at the rates they set.

The method for establishing rates for solid waste collection and hauling will not change as a result of this revised contract. Rates will still be controlled by Resolution 13-29, which was adopted by Council on 10/7/2013, and allowed for an annual increase of 3%. The annual 3% increase which went into effect on 10/1/2015 resulted in an additional charge of approximately \$0.27 per month for a typical residential customer.

**RECOMMENDATION:** Staff respectfully recommends the City Council adopt a Resolution approving a five year contract with Montana Waste Systems, Inc., d/b/a North Valley Refuse for solid waste collection and disposal.

**This item is a legislative matter.**

#### COMMUNICATIONS FROM CITY MANAGER

- a) Written report enclosed with the packet. Questions from Mayor or Council? (p. 310)
- b) Other items arising between March 2<sup>nd</sup> and March 7<sup>th</sup>
- c) Resolution No. 16-\_\_\_; A Resolution authorizing participation in the Board of Investments of The State of Montana Short Term Investment Pool (STIP) and authorizing the execution and delivery of documents related thereto (p. 314)

From Finance Director Dana Smith's staff report:

The Short Term Investment Pool (STIP) Program is an investment program administered under the direction of the Montana Board of Investments as authorized by the Unified Investment Program. As more fully set forth in Board policies and procedures, STIP is available to state and local governments to serve their short term cash flow and deposit needs and its objectives are to preserve capital and to maintain high liquidity.

The Investment Policy of the City of Whitefish identifies STIP as a short-term investment option that can provide for appropriate liquidity of funds to meet ongoing obligations and cash flow requirements. The City has and will continue to invest in STIP, but the level of investment varies based on the rate of return available among all investment options and the cash flow needs of the City.

At the November 2015 meeting of the Montana Board of Investments, a new requirement was adopted that requires local governments participating in STIP to complete the proposed STIP Resolution starting in 2016. The STIP Resolution, provided by the Montana Board of Investments, designates the Finance Director (myself) as the Authorized Representative to transact STIP on behalf of the City, designates and authorizes the bank account information specifically used for STIP transactions, and authorizes the earning distributions method of the City's STIP investment.

As proposed, the STIP Resolution allows the Authorized Representative to appoint delegates to transact STIP on behalf of the City, change the bank or account used to transact STIP, and change the earnings distribution method (reinvest or distribute to the City's bank account). At the time the Authorized Representative changes, a new STIP Resolution will be required.

The proposed STIP Resolution will follow the Investment Policy of the City, which currently delegates the authority of managing the investment program to the Finance Director under the direction of the City Manager.

There is no financial requirement to this Resolution. For informational purposes only, the City currently has \$27,417.86 invested in STIP with an average yield of 0.4244678% for the month of January 2016. In comparison, the STIP average yield in July 2015 was .2365678% and even lower in 2014.

**RECOMMENDATION:** Staff respectfully recommends the City Council approve a Resolution authorizing participation in the Board of Investments of The State of Montana Short Term Investment Pool (STIP) and authorizing the execution and delivery of documents related thereto.

**This item is a legislative matter.**

#### COMMUNICATIONS FROM MAYOR AND CITY COUNCILORS

- a) Consideration of a letter from LeAnne and Marie Nordahl regarding the possibility of the City vacating and abandoning the East 7<sup>th</sup> Street Right-of-Way between Spokane Avenue and Kalispell Avenue (p. 326)
- b) Email from L. Greg Magone about not putting street lights on West 7<sup>th</sup> Street Resort Tax project (p. 330)
- c) Discussion of initiating a process to consider changing the Depot Park Master Plan so as to consider not demolishing the existing building in Depot Park (p. 331)

#### ADJOURNMENT

Sincerely,



Chuck Stearns, City Manager

Table 1: Common Motions Used in a Meeting.<sup>1</sup>

	Wording	Interrupt another speaker	Requires a second	Debatable	Amendable	Vote Required	Reconsider
<b>Privileged Motions</b>							
Fix time for next meeting (12)	"I move that we meet next at..."	No	Yes	No	Yes	Majority	Yes
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority	No
Take a recess (12)	"I move that we recess. . ."	No	Yes	No	Yes	Majority	No
Raise a question of privilege	"I rise to a question of privilege affecting the assembly"	Yes	No	No	No	(1)	No
Call for the orders of the day	"I call for the orders of the day"	Yes	No	No	No	(1) (15)*	No
<b>Subsidiary Motions</b>							
Lay on the table	"I move to lay the question on the table" or "I move that the motion be laid on the table"	No	Yes	No	No	Majority	(3)*
Previous question (to close debate)	"I move the previous question" or "I move we vote immediately on the motion"	No	Yes	No	No	2/3 of assembly	Yes
Limit-extend debate (12)	"I move the debate be limited to. . ." or "I move that the speaker's time be extended by. . ."	No	Yes	No	Yes	2/3 of assembly	Yes
Postpone to a definite time (12)	"I move that the question be postponed until. . ."	No	Yes	Yes	Yes	Majority	Yes
Refer to a committee (12)	"I move to refer the matter to the . . . committee"	No	Yes	Yes	Yes	Majority	Yes
Amendment to the main motion (12)	"I move to amend by adding/striking the words. . ."	No	Yes	(5)	Yes	Majority	Yes
Postpone indefinitely (12)	"I move that the motion be postponed"	No	Yes	Yes (16)	No	Majority	(4)
<b>Main Motions</b>							
Main Motion	"I move that we..."	No	Yes	Yes	Yes	Majority	Yes
<b>Incidental Motions (11)</b>							
Suspension of rules	"I move to suspend the rules so that. . ."	No	Yes	No	No	(9)*	No
Request to withdraw a motion (13)	"I move that I be allowed to withdraw the motion"	*	*	No	No	Majority*	(3)
Objection to the consideration of a question (10)	"I object to the consideration of the question"	Yes	No	No	No	2/3 of assembly (17)	(3)
Point of order	"I rise to a point of order" or "Point of order!"	Yes	No	No	No	(1)*	No
Parliamentary inquiry	"I rise to a parliamentary inquiry" or "A parliamentary inquiry, please"	Yes	No	No	No	(1)	No
Appeal to the chairperson	"I appeal from the decision of the chair"	Yes	Yes	Yes*	No	(7)	Yes

	Wording	Interrupt another speaker	Requires a second	Debatable	Amendable	Vote Required	Reconsider
Point of information	"I rise to a point of information" or "A point of information, please"	Yes	No	No	No	(1)	No
Division of assembly	"Division!" or "I call for a division"	Yes	No	No	No	(14)	No
Division of a question	"I move to divide the motion so that the question of purchasing ... can be considered separately."	No	Yes	No	Yes	Majority	No
<b>Renewal Motions (8)</b>							
Reconsider* (2)	"I move to reconsider the vote on the motion relating to. . ."	No*	Yes	(5) (16)	No	Majority	No
Take from table	"I move to take from the table the motion relating to. . ."	No	Yes	No	No	Majority	No
Rescind	"I move to rescind the motion passed at the last meeting relating to. . ."	No	Yes	Yes (16)	Yes	(6)	(3)
Discharge a committee	"I move that the committee considering . . . be discharged."	No	Yes	Yes (16)*	Yes	(6)	(3)

<sup>1</sup> Source: Robert, H. 2000. *Robert's Rules of Order* (Newly Revised, 10th Edition) New York: Perseus Books Group; Sturgis, A. 2000. *The Standard Code of Parliamentary Procedure* (4th Edition). New York: McGraw-Hill.

**\* Refer to Robert's Rules of Order Newly Revised**

- (1) The chair decides. Normally no vote is taken.
- (2) Only made by a member who voted on the prevailing side and is subject to times limits.
- (3) Only the negative vote may be reconsidered.
- (4) Only the affirmative vote may be reconsidered.
- (5) Debatable when applied to a debatable motion.
- (6) Majority with notice, or 2/3 without notice or majority of entire membership.
- (7) Majority or tie vote sustains the chair.
- (8) None of these motions (except Reconsider) are in order when business is pending.
- (9) Rules of order, 2/3 vote—Standing rules, majority vote.
- (10) Must be proposed before debate has begun or a subsidiary motion is stated by the chair (applied to original main motions).
- (11) The Incidental Motions have no precedence (rank). They are in order when the need arises.
- (12) A Main Motion if made when no business is pending.
- (13) The maker of a motion may withdraw it without permission of the assembly before the motion is stated by the chair.
- (14) The chair can complete a Division of the Assembly (standing vote) without permission of the assembly and any member can demand it.
- (15) Upon a call by a single member, the Orders of the Day must be enforced.
- (16) Has full debate. May go into the merits of the question which is the subject of the proposed action.
- (17) A 2/3 vote in negative needed to prevent consideration of main motion.

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## **MAYORS DAY PROCLAMATION - WHITEFISH**

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's Mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, participants address the most pressing challenges facing our cities and nation, from educating students for jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, national service participants serve in more than 60,000 locations across the country, including six in Whitefish, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our city's economic and social well-being; and

WHEREAS, 81 national service participants age 55 and older with experienced backgrounds served 35,347 hours in Whitefish, providing vital support to city residents and improving the quality of life in our city; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and joined with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 1, 2014.

THEREFORE, BE IT RESOLVED that I, John Muhlfeld, Mayor of Whitefish, do hereby proclaim April 5, 2016, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city and thank those who serve; and to find ways to give back to their communities.

(Seal)

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John M. Muhlfeld, Mayor

# PROJECT REVIEW

DATE: 01 March 2016

NEW CITY HALL and PARKING STRUCTURE  
CITY OF WHITEFISH

REPORT TO CITY COUNCIL and STAFF for 07 MARCH, 2016

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## ACTIVITIES COMPLETED – THIS PERIOD

- Concrete was placed on February 18<sup>th</sup> - this was small pour of approximately 20 yards.
- The areas of contamination have been contained. Around 100 CY's of material was removed and stored offsite in a protected area, pending completion of testing for VOC's. (Volatile Organic Compounds – essentially hydrocarbons in this case)
- A plan for an under-slab VOC removal system was developed and consists of a perforated piping grid to extract ground water infiltrations, and also to remove any residual vapors that may be left in the existing soils. This plan, developed, is based on the recommendations of AWC (the Consultant for the City) and the advice of the State DEQ.

## ACTIVITIES IN PROGRESS

- Backfill is nearing completion in the basement areas, now, since the interferences have been eliminated.
- Work is now underway on forming and placing concrete for the step footings and common wall footings between the City Hall & PS – Martel is planning to pour the east half on March 3<sup>rd</sup> – 80+ CY's.
- As site conditions improved, with the help of drier weather, Martel was able to move into other areas. Some work is in progress, even now, for the placement of select fill in the Retail Space location.
- Minor initial elements of the underground piping are starting, as well

## ACTIVITIES PLANNED (3 WEEK LOOK AHEAD)

- Site backfill and grading continue.
- The concrete foundation effort will also continue with emphasis on the basement areas.
- Selected under slab mechanical piping and electrical conduit will be installed prior to the start of slab work in the City Hall, which is now planned for late March.
- Material submittal and reviews are steadily increasing, which in turn, increases the amount of new orders being placed. However, deliveries for the next 3 – 4 weeks will most likely be limited to reinforcing steel.

### CONTRACT ACTIVITIES

- Cost cutting opportunities are still being investigated, wherever the opportunity presents itself.
- Martel has most of the subcontractors on board at this time.

### FUTURE SCHEDULED ACTIVITIES

- Continue site prep work.
- Expansion the concrete work, both in the City Hall and the PS areas. Concrete work will remain the primary onsite effort for the next few months
- Rough-in work for the mechanical and electrical efforts will proceed along with the concrete work.
- The first loads of structural steel are still planned for arrival, at the site, in mid-April.

### COMMUNICATIONS TO THE PUBLIC

- There were no press releases for this period.
- Relations and communications with the local business owners, and the community in general, remains positive.

### AREAS OF CONCERN

- None at this time. The previous concern about contamination has been alleviated.

Mike Cronquist  
Owners Representative

SITE PHOTOS



BACKFILL AND FORMWORK IN THE BASEMENT AREA. NOTE THAT SITE CONDITIONS HAVE IMPROVED SIGNIFICANTLY IN THE PAST WEEK TO 10 DAYS



PART OF THE COMMON WALL FOOTING FORMWORK IN THE FOREGROUND.  
THE FORMWORK FOR THE STAIRWELL WALL FOOTINGS CAN BE SEEN IN THE NEAR BACKGROUND.



THE FOOTINGS FOR THE BASEMENT WALLS SHOW IN THE NEAR BACKGROUND.  
PORTIONS OF THE FOUNDATIONS FOR THE SOUTH CITY HALL WALL ARE SEEN IN THE FAR BACKGROUND.



AS IT CAN BE SEEN IN THIS, AND THE FOLLOWING PHOTOS, ACTIVITY HAS INCREASED SUBSTANTIALLY WITH THE ADVENT OF WARMER DRIER WEATHER.



THE FIRST CONCRETE PLACED – IN THE FOREGROUND, WHILE PART OF THE FORMWORK FOR THE BASEMENT WALLS SHOWS NEAR THE REAR RIGHT.



FORMWORK FOR THE BASEMENT WALLS



FORM WORK IN PLACE FOR THE EAST STEP-FOOTINGS FOR THE COMMON WALL BETWEEN THE CITY HALL AND PARKING STRUCTURE.

SELECT FILL FOR PART OF THE REATIL SPACE BELOW.





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**WHITEFISH CITY COUNCIL**

**February 16, 2016**

**7:10 P.M.**

**1) CALL TO ORDER**

Deputy Mayor Hildner called the meeting to order. Councilors present were, Feury, Frandsen, Sweeney, and Williams. Mayor Muhlfeld and Councilor Barberis were absent. 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, Assistant City Clerk Woodbeck and Customer Services Clerk Howke. Approximately 40 people were in the audience.

**2) PLEDGE OF ALLEGIANCE**

Deputy Mayor Hildner asked City Clerk Lorang to lead the audience in the Pledge of Allegiance.

Following the Pledge of Allegiance, Deputy Mayor Hildner said as this is her last City Council meeting, City Clerk Lorang was presented with an appreciation plaque from the City for her years of employment with the City as Assistant City Clerk from February 9, 1987 to May 1, 2000 and as Administrative Services Director/City Clerk from May 1, 2000 to March 11, 2016. Deputy Mayor Hildner thanked and complimented her for her years of service.

**3) PRESENTATION – Whitefish Convention and Visitors’ Bureau (WCVB) – Presentation of new tourism dashboard – Dylan Boyle (p.17)**

Dylan Boyle, Executive Director, said this is a quarterly report for the tourism industry for October through December 2015. Data sources are Amtrak, City of Whitefish, Glacier National Park, the Institute for Tourism and Recreation Research at the University of Montana (ITRR), Montana Department of Commerce, Montana Department of Transportation, and the WCVB. The report includes information on Resort Tax and Lodging Tax collection, and the Tourism Promotion Assessment (TPA) that the WCVB collects from local business members, a voluntary 1% tax that is used for marketing. The report reflects a downturn in Lodging collections for the last half of 2015 but strong collections from the Bar/Restaurant that helped overall collections. Economic and environmental factors enter in here; so the fires and smoky air and less Canadian visitors are contributing factors. However, in comparison, the numbers are only slightly down from 2014 which is the best year on record. The dashboard also includes visitation numbers from Glacier Park and airline and rail passengers, and all of these numbers reflect increases. The last page of his report shows traveler’s expenditures and economic contribution, and he said these numbers were similar to statewide numbers. Comparing 2015 to 2014, even though there has been an increase in visitor numbers, total spending was decreased; that could partially be due to the lower gas prices, and partly to the value of the Canadian dollar. 2016 is Glacier National Park’s Centennial, there will be celebrations for that this year in the Park which should affect our visitor’s numbers as well. Even with that in mind, WCVB is projecting flat numbers for 2016 because they feel the industry is not as strong, yet, to reach 2014 numbers. Overall, the outlook is a positive one. He said he will be back in front of the Council at the April 4, 2016 meeting with the FY17 Marketing Plan and asking the Council for approval of the public portion of their budget, for submittal to the State of Montana.

**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)

Don Spivey, 117 Park Knoll Lane, spoke to Council's Agenda Item 9e and their direction regarding the proposed rewrite of the PUD zoning section of the Code. He said he was speaking for himself and others who have been involved in this issue, in support of the rewrite. However, they do not agree with the Staff's recommendation, in the packet, regarding the makeup of the committee, which membership includes only one City resident as a member at large. Several residents, inside and outside of the City, have contributed with public comments on this issue at various meetings, as well as groups like the Citizens for a Better Flathead; and all have interest and have volunteered their time to serve on this committee. It is partially all of their comments that has helped trigger the rewrite. In addition, the impact is on residents city-wide. Spivey said their recommendation is that the size and composition of the committee not be pre-determined; but determined according to the applications received to serve on the committee. Subsequently, following the formation of the committee, it should be the committee that decides timeframe (coinciding with the moratorium dates that the Council is considering later in the agenda), meeting dates and process; staff's role could be as the consultant. The complete rewrite should be able to be completed quickly. He submitted a copy of his comments which have been appended to the February 16, 2016 Council Packet as after packet materials.

Jan Metzmaker, 905 Dakota Avenue, thanked the Council for their consideration of supporting a Climate Action Plan. She reported that the Big Mountain Chalet (motel) is ringed with a bright blue light, and she wasn't sure if they were in compliance with the sign ordinance or not. She referred back to the time when the Town Pump's lighting was not in compliance and had to remove some of their lighting and didn't know if this was the same situation or not; and asked the Council to consider any action necessary.

Dee Blank, 725 W. 7<sup>th</sup>, submitted a petition with a graph to the Council which has been appended to the February 16, 2016 Council Packet as after packet materials. She said her comments are directed to the street lights planned in front of her home and nearby area in the 7<sup>th</sup> Street Reconstruction Project; and is against adding lighting out there that will prevent seeing the night sky. Her neighborhood was forcibly annexed into the City; but during neighborhood meetings while planning this project, the neighborhood was told the design would preserve the character of their neighborhood. The extra width of pavement with bike path now planned and included in this project was not requested by her neighborhood either. Now, the bike path needs lighting. Light pollution not only comes from direct lighting but reflective lighting as well. It not only will disrupt the current open, quiet character of this neighborhood but will be disruptive to wildlife and negatively affects human health with lights shining into bedroom windows. Studies have shown that streetlights don't reduce accidents or crime and is not necessary, that it is an added and unnecessary expense. In her opinion, neither the light from the City's current residential standard or a newer LED version is necessary in her neighborhood; she doesn't feel the bike path will be used after dark or during the winter when it won't be plowed. She said her graph shows how little a benefit will be received throughout a year on a 24-hour basis; and would be a waste of expense and energy. She said there are alternatives to consider and she hopes they can work with the City on solutions that benefits all needs.

Tom Tornow, 309 Wisconsin Avenue, said he was here representing Barbara Morris who lives on 1 Rock Creek Court; and said his comments are regarding the recommendations on the PUD rewrite and related committee from Director Taylor included on page 265 in the packet. He agreed with Director Taylor regarding items to consider that have been included in the public's comments; but he disagreed with the recommendation regarding the makeup of the committee. His opinion is that the size and composition, including residency, of the committee should not be pre-determined; but determined according to the applications received to serve on the committee. He said staff's time is

limited to address this rewrite and it is important to rebuild trust between staff and the community, both of which can be addressed by this committee. He sees the cooperative effort between the community and the staff as the means to rebuild the trust; therefore he did not want the community's role to be diminished by not being able to participate; let them be allies instead of adversaries. He thought people should not be included just because they aren't city residents, and noted that the proposed committee makeup includes a developer and/or a consultant – neither of which have to be city residents.

Steve Thompson, 545 Ramsey Avenue, said his comments are a follow-up to last week's work session; and noted that he was glad to see that Agenda Item 9d is to select one or two city officials to participate on the local Climate Change task force. He said their climate solutions project hopefully is not limited just to reduction of carbon footprint but will include, among other things, identification of current trends, study and understand them, and how the local community can plan and implement solutions by preparedness and adaptation. He attended a meeting at the Whitefish High School this morning with students that approached him with some new ideas. He said some of them are here tonight to share their ideas.

Rose Madison - 202 W. 6<sup>th</sup> Street, Marisa Warnick – 660 Whitefish Hill Drive, and Rachel Dunlap – 268 Vista Drive came forward to address the Council. Rose said with industrialization, carbon emissions are a concern and what effect they have on global climate change; and ways to mitigate them. They are looking to see what can be done on a local level; and with assistance of their instructors Sawtelle and Spangler and Dr. Ward from the University of Montana, they have a meter that measures carbon and carbon monoxide emissions. They plan to use the meter at congested intersections in Whitefish, where cars idle, or drive slowly around the streets looking for parking spaces. Rachel said their idea is to implement a bike/share program utilizing newly constructed additional parking at the school where tourists could park then rent from the bike/share system to go downtown. Marisa said there are two benefits from this program; it would decongest traffic and reduce emissions; the bike/share programs can benefit both the school and community. Students can work cooperatively with local government and businesses while providing student-driven solutions to help solve local problems. The proposal is timely with the current plans to expand bike facilities. This project is in the preliminary planning stage but the students are looking forward to developing this bike/share system. This morning the students met with Ron Brunk from Glacier Cyclery, Councilor Hildner and Steve Thompson. They hope the implementation of the project will increase community awareness of issues, problems and solutions. Rachel requested the Council take this project under consideration, the students would be honored to partner with the City and local businesses to take this from an idea to reality; it will be a good first step.

Deputy Mayor Hildner thanked the students for coming tonight with their presentation and hoped the rest of the Council will take this under advisement, possibly they will have some discussion about it tonight under Council Comments.

Mayre Flowers, Citizens for a Better Flathead (CBF), 35 4<sup>th</sup> Street West in Kalispell, agreed that was a great presentation. Flowers said she endorsed comments made by Spivey and Tornow about the makeup of the PUD rewrite committee. She said the City Manager does a good job publically posting notices of meetings, and that should definitely be part of the process for this committee's meetings, and minutes taken to keep the public informed. Flowers said Target will no longer be accepting glass for recycling soon, but New World Recycling, located out by the airport, will, and they do curbside recycling. CBF is updating their website and their 'Where to Recycle' brochure, and earlier this evening she emailed sign revisions for the recycling bins to Director Workman. Flowers said it has been talked about before that the City is willing to use updated signage to be consistent with the County. CBF hopes with consistent signage throughout the County – participants will sort correctly.

She asked the City to update their website as well. Flowers endorsed comments made by Dee Blank earlier this evening and hoped the lighting in that project will be critically reviewed. CBF hosts a community birthday celebration on April 23<sup>rd</sup> in Depot Park in Whitefish; a family event and encouraged all to come and participate. Flowers said she emailed the results of the Commissioner's decisions on zoning in areas just outside Whitefish with their passage of two resolutions of intent. She said the Commissioners did indicate their intent to impose a 100' setback from 2<sup>nd</sup> Creek, but not any other bodies of water as requested by many. There is a 30-day comment period, ending March 14<sup>th</sup>, wherein they will accept comments from property owners within those areas who are registered voters. CBF will assist in notification of those property owners about their opportunity to comment.

Judy Hessellund, 786 W. 7<sup>th</sup> Street, said she lives across from Dee Blank, and spoke in agreement with her comments regarding the street lights, and the wide bike path. She thought the lights might be needed more on the more dense developed areas on the eastern portion of the project – but not out where they live.

#### **5) COMMUNICATIONS FROM VOLUNTEER BOARDS – (CD 45:15)**

Councilor Sweeney reported from the last Park Board meeting there was discussion about the construction of a gazebo in Depot Park; the costs keep increasing and it may not be affordable at this time or maybe anytime. He said it needs some reconsideration.

**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 February 1, 2016 City Council regular meeting (p. 22)**
- b) **Ordinance No. 16-04; An Ordinance amending Title 11, Zoning Regulations, Title 12, Subdivision Regulations, Title 13, Lake and Lakeshore Protection Regulations, and Title 14, Flood Control, in the Whitefish City (Second Reading) (p. 36)**
- c) **Resolution No. 16-12; 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 6260 US Highway 93 South, for which the owner has petitioned for and consented to annexation (p. 48)**

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

#### **RESOLUTION NO. 16-12**

**A Resolution extending the corporate limits of the City of Whitefish, Montana, to annex within the boundaries of the City a portion of a certain tract of land known as 6260 US Highway 93 South, for which the owner has petitioned for and consented to annexation.**

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

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

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

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

Section 1: The corporate boundaries of the City of Whitefish 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:

That portion of the Southwest one-quarter (SW1/4) of the Southeast one-quarter (SE1/4) of Section One (1), Township Thirty North (T.30 N.), Range Twenty-two West (R.22 W.), Principal Meridian Montana, Flathead County, Montana, more particularly described as follows:

Beginning at the Northwest corner of Tract 1 of Certificate of Survey No. 16386, a map or plat of which is on file at the Clerk and Recorder's Office, Flathead County, Montana; thence S05°52'00"E 198.21 feet; thence N89°39'36"W 284.47 feet; thence N03°20'55"W 184.37 feet; thence N87°38'22"E 269.98 feet to the Point of Beginning and containing 1.203 acres of land more or less.

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 February 16, 2016 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 16TH DAY OF FEBRUARY, 2015.

/S/ Richard S. Hildner, Deputy Mayor

ATTEST:

/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) **Ordinance No. 16-05; An Interim Ordinance imposing a moratorium on allowing the averaging of residential density across underlying zoning districts when a Planned Unit Development overlays more than one district (First and only Reading) (p. 61) (CD 47:09)**

Planning and Building Director Taylor said this is on the agenda by request of the Council and no staff report was prepared. The public hearing was publically noticed, a copy of which is on page 64 in the packet following the proposed Ordinance. Director Taylor noted that the application for a PUD to include affordable housing for the property fronting Hwy 93 South just south of the mall and extends east to the Whitefish River on land that lies just south of the Rivers Edge Subdivision already has their application in and the fees are paid. The application does not include any request for blending or density averaging, but he would defer to the City Attorney whether or not the intent of this ordinance was to impact that project retroactively.

Deputy Mayor Hildner opened the public hearing.

Tom Tornow, 309 Wisconsin Avenue, said he was here representing Barbara Morris who lives on 1 Rock Creek Court, and spoke in favor of the moratorium. As stated in the proposed ordinance; §76-2-306, MCA provides for this process and the Council has authorized creating a committee to address these issues; and the public has the expectations that the re-written PUD section of the municipal will be a better document. He supported the Council's right; as provided by state law, to impose the moratorium but said the Council could have the option to change the scope in Section 2 of the proposed ordinance where it says "...a moratorium on allowing the averaging of residential density across underlying zoning districts..." to specifically narrow it down to density transfers between commercial and residential zones; as this is the situation that has caused the most protest from citizens. Tornow said he didn't think anyone was concerned about density transfers between only residential zones, or density transfers between only commercial zones. He was a proponent of narrowing down the language as he described.

Don Spivey, 117 Park Knoll Lane, said he was speaking for himself and others who have been involved in this issue for some time now, and spoke in favor of the proposed ordinance based on the following reasons:

1. Council requested the proposed ordinance from staff based on multiple public discussions.
2. Legal questions exist regarding 'Blending' in the current WPUD Regulations.
3. Council is considering direction for a WPUD rewrite, a moratorium is appropriate.
4. The City's Planning Staff has told him the Affordable Housing project mentioned by Director Taylor during his staff report is moving forward and does not include Density Transfers.

Spivey submitted a copy of his comments which have been appended to the February 16, 2016 Council Packet as after packet materials.

Michael Mormino, 732 Clearwater Drive, spoke in support of the proposed moratorium and said it should stay in effect until the rewrite of the PUD ordinance is completed. He disagreed that the current practice of blending densities was justified in the current code. City officials and boards are aware of the issues and a temporary moratorium until those issues are solved is appropriate.

Ed Moffatt, 733 Clearwater Drive, said he was reading a letter on behalf of his neighbor Dave Jochim, 719 Clearwater Drive. The letter referred to Planning Board action in January 2016 when they voted to forward to Council, a recommendation to rewrite the entire PUD chapter and recommend a moratorium on density averaging until that is finished. The letter supported the proposed moratorium until the PUD rewrite is completed for three reasons:

1. Legal questions exist regarding 'Blending' in the current WPUD Regulations. Council is considering direction for a WPUD rewrite. Because there are questions on legalities of past practice, a rewrite and a moratorium is appropriate.

2. In past instances where blending occurred the results were fairly benign, but where there is ambiguity the continued use could lead to lawsuits.
3. To continue allowing development to proceed during a rewrite is counter to acting in good faith so a moratorium is appropriate.

Susan Prilliman, 334 W. 3<sup>rd</sup> Street, spoke in support of the proposed moratorium on blending in PUDs because it could be a way to circumvent Council's decisions in the westside corridor and other neighborhoods. Instead of confusion and uncertainty, zoning needs to be predictable for residents and developers. Blending undermines predictability and could undermine Council's decisions.

Linda Stock, 707 Clearwater Drive, said she was speaking on behalf of herself, the River's Edge Homeowners Association and Barbara Morris in support of the proposed moratorium, until the PUD regulations are rewritten. Particularly of concern in the blending of densities between residentially zoned and commercially zoned properties; that type of blending has the potential of the most dramatic impact upon the intention of the original zoning. Because of potential lawsuits, it is appropriate for the Council to enact a moratorium. The practice of blending has been supported by the Planning Staff however in the past the resulting development have been less extreme than some of the more recent proposals. This has caused growing concern among citizens. Citizens have their expectations of development and likewise, investors and developers have expectations of development; either could develop in legal challenges. Regulations should be rewritten to clarify these issues and prevent further legal challenges, and impose a moratorium to prevent future risk until the rewritten regulations are complete.

Gail Linne, 106 Murray Avenue, spoke in support of the proposed moratorium.

Anne Moran, 432 W. 3<sup>rd</sup> Street, said she has been following this issue because it has been on a parallel track with the Highway 93 West Corridor Study and the micro-brewery debates along with related issues. She spoke in support of the proposed moratorium and spoke of the particular concern in the blending of densities between residentially zoned and commercially zoned properties. The City needed to protect itself from potential spot zoning and/or subsequent potential lawsuits.

Wendy Coyne, 3 Rock Creek Court, spoke in support of the proposed moratorium. She said in relation to the affordable housing development proposal that is south and adjacent to their subdivision, they will all be staying involved to make sure that does not include blending densities as it appears it may. She said she appreciated that there are so many citizens, community-wide, willing to be involved and help rewrite the regulations.

Mayre Flowers, Citizens for a Better Flathead (CBF), 35 4<sup>th</sup> Street West in Kalispell, said she echoes the previous comments. She was in support of adopting the proposed ordinance as written, without narrowing down any of the language.

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

**Councilor Frandsen made a motion, second by Councilor Sweeney, to approve Ordinance No. 16-05; An Interim Ordinance imposing a moratorium on allowing the averaging of residential density across underlying zoning districts when a Planned Unit Development overlays more than one district on its First and only Reading.**

Discussion followed among Council and Staff and City Manager Stearns cautioned the Council about optimistically assuming a rewrite of the PUD ordinance can be done in six months and also to realize the Planning Department may have to move down other planned projects to accommodate this new assignment.

**Councilor Feury made a motion, second by Councilor Sweeney, to amend the first sentence in Section 2 of Ordinance 16-05 and replace ‘...averaging of residential density...’ with ‘.....averaging of density between commercial and residential zones, but allowing averaging between residential zones and between commercial zones....’.** Deputy Mayor Hildner said a motion amending an ordinance needs four affirmative votes. **The motion to amend Ordinance 16-05 failed with three (3) councilors voting for the amendment (Feury, Sweeney and Williams) and two (2) against (Frandsen and Hildner).**

**The original motion to approve Ordinance 16-05, as proposed, passed unanimously.**

- b) Ordinance No. 16-06; An Ordinance amending Zoning Regulations in Whitefish City Code Title 11 to amend Section 11-2, Zoning Districts, to add 11-2W, WT-3 Neighborhood Mixed-Use Transitional District, and 11-2X WI-T Industrial Transitional District, as well as development requirements for Artisan Manufacturing, Micro-Breweries and Micro-Distilleries, and Live/Work Units in Special Provisions 11-3, and new definitions for Artisan Manufacturing, Business Incubators, Coffee Shops/Sandwich Shops, Live/Work Unit, Micro-Brewery, Micro-Distillery, Mixed-Use Environment, Mixed-Use Building, and Research Facilities in 11-9, as an implementation of the Highway 93 West Corridor Plan. Staff Report WZTA 15-03 (First Reading) (p.66) (CS 1:20:35)**

Director Taylor reviewed the staff report (page 78) that follows the proposed ordinance in the packet. The Highway 93W Corridor Plan was approved by Council in meetings in June of 2015. The plan included an implementation chapter which called out for the creation of two new zoning districts along with new definitions and development requirements. The two new zones are the WT-3 Neighborhood Mixed-Use Transitional District and WI-T Industrial Transitional District. The WT-3 Neighborhood Mixed-Use Transitional District is what could replace the current WR-3 on the north side of the highway to the Whitefish River. One of the new conditional uses in the district was the addition of Manufacturing, Artisan (with Special Provisions); and the Development Requirements are somewhat more restrictive than the WR-3. Hotel and motels are conditional uses within the WT-3 but are limited to a specific 300-foot strip adjacent to the river, north of 1<sup>st</sup> Street on the Idaho Timber property; subject to the requisite buffer and setback areas of the Whitefish River. The WI-T Industrial Transitional District is specific to the former Idaho Timber property and could replace the current WI District. Again, conditional uses include Manufacturing, Artisan (with Special Provisions) and Micro-breweries and micro-distilleries are permitted as a conditional use, with Special Provisions. Also new are Special Provisions for Live/Work Units which is a permitted use in WI-T. Following that introduction Director Taylor reviewed both new districts as they are described in the packet pages 81-90, along with discussions by the Planning Board during its final review of the document. The draft minutes of the Planning Board are included in the packet starting on page 91. He noted, in definitions, Manufacturing, Artisan does not include alcohol. Alcohol is only allowed by provisions for micro-breweries and micro-distilleries which are only allowed as conditional uses within the WI-T District. During discussions, it had been suggested that ‘no alcohol’ be added to Manufacturing, Artisan, but he felt it would have been redundant as it is only allowed as described above. The definitions of micro-brewery and micro-distillery are according to State Law. The staff report includes dates of workshops and public hearings for this document. Staff recommends approval of the ordinance and the Planning

Board is also forwarding a recommendation for approval including amendments made during their public hearing that have been included in this staff report.

Deputy Mayor Hildner opened the public hearing.

Mayre Flowers, Citizens for a Better Flathead (CBF), 35 4<sup>th</sup> Street West in Kalispell, said her comments tonight are supplemental to comments she had for the Planning Board. CBF has some recommendations for minor text amendments to the proposed ordinance; in summary:

- Correct the typo within the text when it references 11-3-38, it should be 11-3-39.
- CBF believes that 11-3-39G regarding gross floor areas allowed for retail sales and food and beverage consumption in Artisan Manufacturing was from prior discussions that were eventually refined for micro-breweries and micro distilleries. Specific to Artisan Manufacturing is the provisions in 11-3-39H “With the exception...only items manufactured or assembled on site may be sold on the premises.” CBF recommends deleting 11-3-39G and renumbering 11-3-39H to 11-3-39G with amendments regarding a percentage of gross floor area for retail sales.
- CBF supports the conditional uses as proposed.
- CBF recommends adding “with the exception of ‘formula retail’ for these uses” to the provision for Hotels and Motels under Conditional Uses in the WT-3 District, to be consistent with the restriction of no “formula” business for coffee and sandwich shops in the WI-T District that are allowed by conditional use. Clarification of formula retail in definitions, then referenced in restrictions in Artisan Manufacturing and Building Supply Outlets, Coffee and Sandwich Shops and Business Incubators.
- CBF recommends adding provisions to Off-street parking in Chapter 6 that requires applicants retain adequate land for parking if shared parking agreements are dissolved.
- CBF recommends moving “Wireless transmission facility” from permitted uses to conditional uses in WI-T because they could be significantly impactful and should be considered only on a case by case basis.
- CBF recommends amendments to bulk and scale in the WI-T District, changing the threshold of 15,000 square feet to 7,500 square feet and the permitted lot coverage from 70% to 50%, to be more in line with Property Development Standards in the new WT-3 District.
- CBF recommends that the definition of Artisan Manufacturing should include the statement that alcohol production is NOT included in this definition, so it is clear that ‘food processing’ does not include alcohol related businesses.
- CBF believes that the inclusion of testing of “biological and chemical” materials is too broad in the definition of Research Facilities and should be removed.
- CBF believes given the ‘intent’ of the new WI-T Industrial Transitional District that some of the traditional uses conditionally allowed in the WI District should be removed; specifically - Heavy equipment sales, rental and service, Petroleum products, wholesale, and Contractor Yards. Those uses still can be retained if the applicant wants to retain the original WI zoning.
- CBF believes it is appropriate that provisions for PUD overlays are not included in the new districts proposed here; and should not even be considered to be included until after the rewrite of the PUD regulations, and then only considered through the proper public processes.

Flowers submitted a copy of her comments which have been appended to the February 16, 2016 Council Packet as after packet materials.

Susan Prilliman, 334 W. 3<sup>rd</sup> Street, said she has been involved, along with her neighbors, in this planning process for about 4 ½ years; and appreciates the process; which was actually galvanized by property owner Zinke’s proposal to get a PUD for a bed and breakfast on his property on the south side

of the highway and a microbrewery across the highway on the north side, connected by a crosswalk across the highway. Residents on 3<sup>rd</sup> Street could be directly impacted by this rather large development proposal so she circulated a petition against it, got a strong support from her neighbors, and Zinke pulled his application for the PUD; and Council directed Staff to proceed with a Highway 93W Corridor Study and include properties on 3<sup>rd</sup> Street as well, and she appreciated that. Any commercial development on the south side of the highway would back up to the 3<sup>rd</sup> Street residential properties' back yards. Council's action to include the larger area within the plan protects those residents who wish to remain in their homes with retention of residential character on the highway and 3<sup>rd</sup> Street, and she appreciates that. She called out the decision previously made by the Council to keep the new zone created for the north side of the highway, the WT-3 District, alcohol free in the definition of Artisan Manufacturing as another action by Council protecting the residential character of the neighborhood. Similar was the decision to disallow short term rentals which also undermine the residential character of the neighborhood. The homeowners and long-term renters in their neighborhood take pride in their homes and appreciate these measures that will protect their investment. She spoke about the impact on neighborhoods from microbreweries, they are neighborhood-unfriendly she said. She spoke about the conflicts through the corridor plan process and some of the hard decisions already made and asked the Council not to change any of those. She agreed with CBF recommendations to remove chemical and biological research, disallow formula businesses in hotels, sandwich shops and other retail. She supported the moratorium just imposed by the Council and supported retention of affordable/attainable housing in the Hwy 93W Corridor. Prilliman submitted a copy of her comments which have been appended to the February 16, 2016 Council Packet as after packet materials.

Deputy Mayor Hildner said any new, additional public comment is welcome, and if people agreed with comments previously stated; it would be appropriate that they just affirm their agreement.

Gail Linne, 106 Murray Avenue, said this is an important ordinance affecting residents in Whitefish and is the product of a lot of hard work by many. She reminded the Council she collected signatures of over 60 residents requesting the residential character of their neighborhood be protected and retained. Council has already approved measures accommodating the neighborhood and prohibited alcohol related businesses except in the WI-T District by conditional use; and she requested the Council stay with those decisions. She felt other commercial activities allowed in the new district will enhance the neighborhood within the standards as presented. She thanked the Council for their continued efforts to protect the residential property owners in the area.

Anne Moran, 432 W. 3<sup>rd</sup> Street, said she had a letter pertaining to this issue in the packet dated November 5, 2015 (packet page 145), and record of her testimony to the Planning Board (page 97-98). She supported the addition to text prohibiting alcohol related businesses in the WT-3, an important provision to clarify. She supported the other recommendations from CBF as well. She thanked the Council for their consideration of input from the residential components in this corridor.

Ray Queen, 201 Peregrine Lane, and owns property on the north side of the highway at Karrow Avenue. Many of the lots on the north side of the highway are larger than those on the south, lending themselves to be open for different development. He is excited about the prospect of better development of those properties to coincide with direction of the rest of the town. He said with the improvements done to the highway, the addition of bike paths and new infrastructure, and some of the improvement projects already in progress, he loves the way the west entrance to Whitefish is looking now. He feels many of those property owners on the north side of the highway have been waiting for these new regulations to be put in place and they can move forward with improvements to their property. He supported the Council going forward.

Hunter Homes, 216 Midway Drive, said he served on the Corridor Committee and currently serves on the Bike Path Committee. He supported approval of the Plan as presented. It will serve as a template; new development applications will be considered on a case by case basis. He represents the seller for the Idaho Timber property and they are waiting for these regulations to be put in place so they have some knowledge of development options. He thought that was the same for many of the property owners on the north and south sides of the highway. This has been a long and difficult process, has been through public review, and now is the time to move forward. Other corridor plans will come in the future; this process and product can serve as a basis going forward.

Barbara Palmer, 225 W. 3<sup>rd</sup> Street, said she thought all of her neighbors that signed the petition against alcohol-related businesses are encouraged about other sorts of development on the highway that will fit in with the area. She reminded the Council that any commercial development on the south side of the highway will have a direct impact as it backs up to residences on 3<sup>rd</sup> Street. She said it is important to protect the investments that residents have made in their property.

Rhonda Fitzgerald, 412 Lupfer Avenue, agreed with others, this has been a long process; but the 13-member committee that was formed had only one residential representative of the area. She thought an increase in citizen participation should be a consideration during future creation of committees. As others have said, future corridor plans are coming up, so it is important to get this right. She listed 4 recommendations by CBF that she concurred with:

- CBF believes that 11-3-39G regarding gross floor areas allowed for retail sales and food and beverage consumption in Artisan Manufacturing was from prior discussions that were eventually refined for micro-breweries and micro distilleries. Specific to Artisan Manufacturing is the provisions in 11-3-39H “With the exception...only items manufactured or assembled on site may be sold on the premises.” CBF recommends deleting 11-3-39G and renumbering 11-3-39H to 11-3-39G.
- The formula conversation. She said downtown Whitefish is strong and has benefited from the no-formula rule; downtown Whitefish has its own character.
- CBF recommends amendments to bulk and scale in the WI-T District, changing the threshold of 15,000 square feet to 7,500 square feet and the permitted lot coverage from 70% to 50%, to be more in line with Property Development Standards in the new WT-3 District.
- And she agrees with what everybody else has said: CBF recommends that the definition of Artisan Manufacturing should include the statement that alcohol production is NOT included in this definition, so it is clear that ‘food processing’ does not include alcohol related businesses.

She thanked the Council for all their hard work and the many meetings of listening to the neighbors. She spoke in support of the two new zones.

Hunter Homes said he wanted to clarify that the former Idaho Timber property has an existing 29,000 square-foot building on site that can be incorporated into a new business.

There being no further public comment, Deputy Mayor Hildner closed the public hearing and turned the matter over to the Council for their consideration. Deputy Mayor Hildner called for a recess at 9:48 p.m. and the Council reconvened at 9:58 p.m.

**Councilor Feury made a motion, second by Councilor Frandsen, to approve Staff Report WZTA 15-03 along with Findings of Fact in the Staff Report and relative public comment and adopt Ordinance 16-06 on its First Reading.**

**Councilor Feury made a motion, second by Councilor Sweeney, an amendment to move Wireless transmission facility from Permitted Uses (11-2X-2) to Conditional Uses (11-2X-3).**

Councilor Frandsen made a motion, accepted by both Councilors Feury and Sweeney, to replace the title 'Wireless transmission facility' with 'Wireless Service Facilities' that is already in the Code (§11-3-24). The motion to correct the title passed unanimously.

The motion to amend changing the use from permitted to conditional, as amended, was approved unanimously.

Councilor Feury made a motion, second by Councilor Sweeney, an amendment to add language to the definition of Manufacturing, Artisan: "Does not include micro-breweries or micro-distilleries or other alcohol-related businesses". The motion for the amendment passed unanimously.

Councilor Frandsen made a motion, second by Councilor Williams, to correct any references of 11-3-38 to 11-3-39. (Councilor Sweeney noted that is in relation to Artisan Manufacturing, pages 69 and 72 in the packet). The motion for the correction passed unanimously.

Councilor Frandsen made a motion, second by Councilor Feury, to amend the hours in 11-3-39.C: Shipping and receiving shall be limited to 7 am to 8 pm (for Artisan Manufacturing) to be consistent with the hours as stated in 11-3-40.D: Shipping and receiving is limited to 7 am to 8 pm (for Micro-breweries and Micro-Distilleries). The motion to amend the hours for consistency was approved unanimously.

The motion to approve Ordinance 16-06 as amended, passed unanimously.

**8) COMMUNICATIONS FROM CITY MANAGER (CD 2:51:15)**

- a) **Written report enclosed with the packet. Questions from Mayor or Council? (p.185)-None**
- b) **Other items arising between February 10<sup>th</sup> and February 16<sup>th</sup>**

Manager Stearns called the Council's attention to the written update on the City Hall/Parking Structure construction project submitted by the City's Owner's Representative Mike Cronquist that starts on page 195 in the packet. Manager Stearns also reported that he got word today that the transaction is complete and successfully closed for the Haskill Basin Conservation Easement; a culmination of over three years of work between cooperative agencies. Additional news is that Director Taylor promoted Building Inspector Tad Lisowski to Building Official and Tad's first day in his new position was today.

- c) **Resolution No. 16-11; A Resolution relating to \$9,800,000 Tax Increment Urban Renewal Revenue Bonds, consisting of \$4,900,000 Series 2016A Bond And \$4,900,000 Series 2016B Bond; authorizing and directing the issuance, confirming the sale and prescribing the form and terms thereof and the security therefor (p. 202)**

Councilor Feury made a motion, second by Deputy Mayor Hildner, to approve Resolution No. 16-11; A Resolution relating to \$9,800,000 Tax Increment Urban Renewal Revenue Bonds, consisting of \$4,900,000 Series 2016A Bond And \$4,900,000 Series 2016B Bond; authorizing and directing the issuance, confirming the sale and prescribing the form and terms thereof and the security therefor.

Manager Stearns said he wanted to call the Council's attention to a couple items. Page 2 of the

Resolution (packet page 203) lists Sources and Uses of Funds; the line listing the Costs of Issuance of the bonds was estimated at \$140,000 and the actual costs are less – they are about \$72,000. That will free up close to \$68,000 that could be used toward City Hall/Parking Structure construction costs if needed and if authorized by the Council. Section 1.07 of the Resolution states the Council finds that the terms of the “parameters” Resolution were met; and there are additional Findings and Determinations listed in Section 1.09 of the Resolution that are declared by the Council. We have a great interest rate of 2.21%. The Resolution contains the purchasers of the Bonds as the Council is aware two banks have each agreed to purchase 50% each; Glacier Bank and First Interstate Bank. The source for repayment of the Bonds are Tax Increment Revenues; these are not General Obligation Bonds and there is not new or additional property taxes related to the repayment of these bonds. There are provisions for redemption, prepayment, and/or issuance of additional bonds in the future, all within the Resolution.

**The motion passed unanimously.**

**9) COMMUNICATION FROM MAYOR AND CITY COUNCILORS (CD 2:58:33)**

**a) Letter from Lauren Oscilowski Owner/Spotted Bear Spirits LLC regarding parking problems in downtown during the summer of 2016 (p. 256)**

Manager Stearns said he responded to Oscilowski’s letter to let her know this is being looked at and also to let her know that the City wants all available street parking in that area to be used before opening up a temporary parking lot.

**b) Email from Heather Mull regarding ice on pedestrian – bicycle trails (p.257)**

Parks and Recreation Director Butts said she contacted Heather. Her department did go apply salt to the area Heather was talking about and now the warm weather is helping. In regards to future action, part of the update of the Bicycle Path Master Plan is to include looking at maintenance costs and we will get an estimate of costs per mile.

**c) Select an elected official to serve on the selection committee for an engineering consulting firm for the design of the 55 Woodland Avenue parking lot for City Beach and the tennis court resurfacing project (p.258)** Councilor Frandsen volunteered to serve on this committee.

**d) Select one or two city officials to participate on the local Climate Change task force (p.263)** Deputy Mayor Hildner expressed his interest in serving on this committee and said Councilor Barberis had previously indicated her interest on this committee. Council concurred for Hildner and Barberis to serve on this committee.

**e) Discuss and provide direction on the process and time frame to rewrite the Planned Unit Development (PUD) zoning section of the City Code (P.265)** Councilor Sweeney offered to work with City Attorney Jacobs on the ordinance creating the committee; he said he would like to see this process started as soon as possible realizing that some of the other projects the Council has prioritized for the Planning Office work items may have to be moved down. He agrees with comments that those people who have been so generous with their time on these issues recently should be part of this process. He thinks that too large of a committee might become wildly, but perhaps consider increasing the number from 5 to 7 or 9. The rest of the Council concurred.

**f) Discuss and provide direction on whether to change 1996 Consultant Selection Policy and Procedures (p.266)** Manager Stearns said as it has been sometime since this policy was last reviewed

he is bringing it forward to the Council for their consideration of whether to update it or vacate it and just go with State Law. He included the provisions of State Law on the same subject on page 271 in the packet. Following discussion Manager Stearns said sometime staff will bring it forward again with options for consideration and discussion.

**COUNCIL COMMENTS:**

Councilor Williams said she had the opportunity and pleasure to tour the 911 Dispatch Center recently and was able to observe some of those dispatchers as they were responding to emergencies; and she wanted to give them recognition on the great and professional job that they are doing for the community.

Councilor Frandsen congratulated City Clerk Lorang on her upcoming retirement and thanked her for her years of service to the City; and she congratulated Tad Lisowski and Michelle Howke on their new promotions. Frandsen asked Staff to look into the possible code infraction reported by Jan Metzmaker during public comment; and hoped that Public Works would still try to work with the W. 7<sup>th</sup> Street residents who still want to look for other lighting options in the new reconstruction project. Frandsen asked if there was a next step on the bike/share program discussed by students earlier and Deputy Mayor Hildner said he had been invited to meet with them this morning which he did and he thought the project a good one, the students are very enthusiastic. He'd like to encourage them any way we can; he advised them to contact the Whitefish Chamber of Commerce with their ideas. He asked if Director Workman had any ideas and Workman said it fits in nicely with the Bicycle Path Master Plan Update; and he knew the concept was in other planning documents as well. Frandsen said her last thing was the updates on recycling for the website and Manager Stearns said he would make the updates after March 1<sup>st</sup> when they come into effect.

Councilor Sweeney thanked Jan Metzmaker for bringing possible code infractions forward; and complimented Dee Blank for her public comments tonight regarding the lights in the W. 7<sup>th</sup> corridor.

Councilor Feury said as a senior member on the Council Bench he started working with City Clerk Lorang in 1991 when she was serving as Assistant City Clerk under City Clerk Kay Beller. Feury was very complimentary regarding both Clerks Beller and Lorang and wished Lorang a great retirement and thanked her for her service.

Deputy Mayor Hildner said he had to give a shout out to our men from Public Works who had to get down to repair a broken sewer line in the alley behind Wasabi Restaurant. He asked Director Workman to tell them he gives them great credit for the hard work they have to do, many times not under the best of conditions. He said he was glad there would be some follow-up with the students who spoke to them tonight about the bike/share program. And he thanked City Clerk Lorang again for all her years of good service to the members of this community.

**10) ADJOURNMENT** (Resolution 08-10 establishes 11:00 p.m. as end of meeting unless extended to 11:30 by majority) (CD 2:20:46)

Deputy Mayor Hildner adjourned the meeting at 10:45 p.m.

Attest:

\_\_\_\_\_  
Deputy Mayor Richard S. Hildner

\_\_\_\_\_  
Necile Lorang, Whitefish City Clerk

**ORDINANCE NO. 16-06**

**An Ordinance of the City Council of the City of Whitefish, Montana, amending Zoning Regulations in Whitefish City Code Title 11 to amend Section 11-2, Zoning Districts, to add 11-2W, WT-3 Neighborhood Mixed-Use Transitional District, and 11-2X WI-T Industrial Transitional District, as well as development requirements for Artisan Manufacturing, Micro-Breweries and Micro-Distilleries, and Live/Work Units in Special Provisions 11-3, and new definitions for Artisan Manufacturing, Business Incubators, Coffee Shops/Sandwich Shops, Live/Work Unit, Micro-Brewery, Micro-Distillery, Mixed-Use Environment, Mixed-Use Building, and Research Facilities in 11-9, as an implementation of the Highway 93 West Corridor Plan.**

WHEREAS, on June 1, 2015, the City Council adopted the Highway 93 West Corridor Land Use Plan, and said plan, in the implementation chapter, called for several amendments to the City Code to implement the plan and included sample language of said amendments; and

WHEREAS, at a lawfully noticed public hearing on September 17, 2015, and November 5, 2015, the Whitefish Planning Board received oral reports from Planning staff during work sessions, reviewed the draft transitional zones and other proposed amendments, invited public comment, and thereafter directed staff to move forward with the proposed text amendments; and

WHEREAS, in response to the direction to amend Title 11, Chapters 2, 3, and 9 in the Whitefish City Code, the Planning & Building Department prepared Staff Report WZTA 15-03, dated January 21, 2016; and

WHEREAS, at a lawfully noticed public hearing on January 21, 2016, the Whitefish Planning Board received an oral report from Planning staff, reviewed Staff Report WZTA 15-03, held a public hearing, invited public comment, and thereafter voted to recommend approval of the proposed text amendments to the City Council; and

WHEREAS, at a lawfully noticed public hearing on February 16, 2016, the Whitefish City Council received an oral and written report from Planning staff, reviewed Staff Report WZTA 15-03, and letter of transmittal dated February 9, 2016, invited public input, and approved the text amendments attached as Exhibit "A;" and

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

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

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

Section 2: Staff Report WZTA 15-03 dated January 21, 2016, together with the February 9, 2016 letter of transmittal from the Whitefish Planning & Building Department, are hereby adopted as Findings of Fact.

Section 3: Amendments to Whitefish City Code Sections 11-2W, 11-2X, 11-3-38, 11-3-39, 11-3-40, and 11-9-2, amending the language as provided in the attached Exhibit "A", are hereby adopted.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
John M. Muhlfeld, Mayor

ATTEST:

\_\_\_\_\_  
Necile Lorang

**EXHIBIT "A"**

**WHITEFISH CITY CODE TITLE 11 – ZONING REGULATIONS**

**CHAPTER 2 – ZONING DISTRICTS**

**ARTICLE W. WT-3 NEIGHBORHOOD MIXED-USE TRANSITIONAL DISTRICT**

**11-2W-1: INTENT AND PURPOSE:** The WT-3 District is intended for transitional development including high density residential, professional offices, light manufacturing, light assembly and ancillary services to provide a performance-based mixed-use environment with a recreational amenity, a community gateway, and adaptive use areas which are transitioning from their traditional uses and lots that primarily border either the Whitefish River or industrial zoned property. The boundary of this district is along the north side of Highway 93 from both sides of north Karrow Avenue to the Whitefish River. This zoning classification is not intended for general application throughout the Whitefish area.

**11-2W-2: PERMITTED USES:**

- Home occupations (see Special Provisions in section 11-3-13 of this title).
- Public utility buildings and facilities when necessary for serving the surrounding territory, excluding business offices and repair or storage facilities. A minimum of five feet of landscaped area shall surround such a building or structure.
- Publicly owned or operated buildings and uses.
- Open space for active or passive, public or private, outdoor space, including such uses as parks, plazas, greens, playgrounds, community gardens.
- Residential:
  - Class A manufactured homes
  - Daycare (registered home, 5 to 12 children)
  - Guest and domestic worker quarters
  - Single-family through four-plex dwelling units
  - Sublots (see Special Provisions in subsection 11-3-14C of this title)

**11-2W-3: CONDITIONAL USES:**

- Accessory apartments.
- Bed and breakfast establishments (see special provisions in section 11-3-4 of this title).
- Caretaker's unit.
- Churches or similar places of worship, including parish houses, parsonages, rectories, convents and dormitories.
- Clubs, private and semiprivate recreational facilities.
- Daycare centers (more than 12 individuals).
- Dwelling groups or clusters.
- Guesthouses.

- Hotels and motels and associated uses customarily accessory thereto are permitted within a portion of the Whitefish River frontage area, said frontage area being a strip of land 300 feet wide and lying southwesterly of, and contiguous to, the requisite buffer and setback areas of the Whitefish River north of 1st Street. The width of this area may be modified by the Zoning Administrator if geotechnical analysis reveals the presence of unstable fill material along the bank of the Whitefish River.
- Manufacturing, Artisan (see Special Provisions in section 11-3-39 of this title).
- Personal Services (street level only).
- Professional offices (street level only).
- Professional Artist Studio and Gallery (see Special Provisions in section 11-3-15).
- Public golf courses.
- Residential:
  - Boarding houses
  - Five-plex or larger multi-family dwelling units

**11-2W-4: PROPERTY DEVELOPMENT STANDARDS:**

The following property development standards shall apply to land and buildings within this district:

Bulk and scale: All new structures with a building footprint of 3,500 square feet or greater, existing structures where an addition causes the total footprint to be 3,500 square feet or greater, and additions to structures where the footprint is already 3,500 square feet or greater, are subject to a conditional use permit pursuant to section 11-7-8 of this title.

Minimum district size: n/a

Minimum lot area:

Single-family dwelling	6,000 square feet
Multi-family dwellings/unit	3,000 square feet
Attached one-family dwelling on a sub-lot	2,400 square feet

Minimum lot width: 50 feet

Minimum yard spaces:

Front: 25 feet

Side: 10 feet for single-story, 15 feet for two-story

Rear: 20 feet

Maximum height:	35 feet. The maximum building height may be increased up to 42 feet for mixed-use buildings or when the majority of the roof pitch is 7/12 or steeper.
Permitted lot coverage:	50% maximum.
Off-street parking:	See Chapter 6 of this title. <ol style="list-style-type: none"> <li>1. Shared parking is allowed among different categories of uses or among uses with different hours of operation, but not both.</li> <li>2. If a non-residential and a residential use share off-street parking, the parking requirement for the residential use may be reduced by 50%.</li> <li>3. Applicants must provide a shared parking agreement executed by the parties establishing the shared parking spaces. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. If the agreement is no longer in force, then parking must be provided as otherwise required by Chapter 6 of this title.</li> <li>4. Shared or leased parking may be located within 300 feet of the site.</li> <li>5. Required accessible parking spaces (for persons with disabilities) may not be shared and must be located on site.</li> </ol>
Hours of operation:	7 am to 8 pm for non-residential uses if within 100 feet of a residential use.
Accessory buildings:	Accessory buildings conforming to the definition in section 11-9-2 of this title are allowed subject to the standards set forth in section 11-3-2 of this title. Accessory buildings with footprints not exceeding 600 square feet shall be set back a minimum of 6 feet from side and rear property lines that do not border a street, lake, any intermittent or perennial stream, or the front one-half of any adjoining lot. Setbacks for accessory buildings with footprints exceeding 600 square feet shall be the same as those for the principal structure.
Landscaping:	See Chapter 4 of this title (single-family uses exempted).

## **ARTICLE X. WI-T INDUSTRIAL TRANSITIONAL DISTRICT**

**11-2X-1: INTENT AND PURPOSE:** The WI-T District is intended to allow for the gradual transition on vacant or underutilized sites that were traditionally used for heavy manufacturing to adaptive, clean industries and business incubators. These sites are generally proximate to the downtown, have existing high capacity utility services and existing multi-modal transportation opportunities such as rail and highway access. The applicable boundary of this district is along the north side of West 1st Street east of Murray Avenue to the BNSF railway corridor and where a buffer of mixed use zoning shall separate it from the Whitefish River. This zoning classification is not intended for general application throughout the Whitefish area.

### **11-2X-2: PERMITTED USES:**

- Building supply outlets.
- Janitorial services.
- Light industrial manufacturing, fabricating, processing, repairing, packing or storing facilities.
- Live/work units (see Special Provisions in section 11-3-40 of this title).
- Open space for active or passive, public or private, outdoor space, including such uses as parks, plazas, greens, playgrounds, community gardens.
- Parcel delivery services.
- Private railway cars with living accommodations are allowed to park on rail lines for up to 30 days in a calendar year (no short term rentals).
- Public utility buildings and facilities when necessary for serving the surrounding territory, excluding business offices and repair or storage facilities. A minimum of five feet of landscaped area shall surround such a building or structure.
- Publicly owned or operated buildings.
- Professional offices.
- Warehousing.

### **11-2X-3: CONDITIONAL USES:**

- Bed and breakfast establishments (see Special Provisions in section 11-3-4 of this title).
- Any use allowed as a permitted use under the WI District not listed above under Permitted Uses.
- Business incubator. The following uses are permitted within a business incubator facility, not to exceed 3,600 square feet of floor area per use:
  - Advanced materials
  - Arts
  - Biosciences/life sciences
  - Computer hardware and software
  - Construction
  - E-business and e-commerce
  - Electronics/micro-electronics
  - Energy

- Environment/clean technologies
- Healthcare
- Internet
- Kitchen/food
- Manufacturing
- Media
- Medical devices
- Nano-technology
- Services/professional
- Telecommunications
- Tourism
- Wireless technology
- Wood/forestry
- Coffee shops and sandwich shops (no "formula" businesses), with no more than 2,000 square feet of gross floor area.
- Colleges, business and trade schools.
- Contractors' yards.
- Grocery stores (less than 5,000 square feet of enclosed gross floor area per lot of record).
- Heavy equipment sales, rental and service.
- Manufacturing, artisan (see Special Provisions in section 11-3-39 of this title).
- Micro-breweries and micro-distilleries.
- Nursing and retirements homes, personal care facilities, community residential facilities, types I and II.
- Petroleum products, wholesale.
- Research facilities.
- Wireless service facilities.

**11-2X-4: PROPERTY DEVELOPMENT STANDARDS:**

The following property development standards shall apply to land and buildings within this district:

Bulk and scale: All new structures with a building footprint of 15,000 square feet or greater, existing structures where an addition causes the total footprint to be 15,000 square feet or greater, and additions to structures where the footprint is already 15,000 square feet or greater, are subject to a conditional use permit pursuant to section 11-7-8 of this title.

Minimum district size: 5 acres

Minimum lot area: n/a

Minimum lot width:	50 feet
Minimum yard spaces:	
Front:	25 feet
Side:	10 feet. 20 feet if adjacent to a residential zone or park.
Rear:	20 feet
Maximum height:	35 feet
Permitted lot coverage:	70 percent
Off-street parking:	See Chapter 6 of this title.
Outdoor storage and processes:	<p>No outdoor processes shall be employed in the operation of businesses. Waste and recycle receptacles shall be maintained within an enclosed structure. Limited outdoor storage areas shall be allowed, subject to the following criteria:</p> <ol style="list-style-type: none"> <li>1. Outdoor storage areas shall not be located in the front yard setback.</li> <li>2. Outdoor storage areas shall be screened with a sight obscuring fence at least six feet in height but not to exceed eight feet in height. Fencing shall be located behind the required perimeter landscaping.</li> <li>3. Equipment, vehicles, materials, containers, and other items located within outdoor storage areas shall be maintained in an orderly fashion.</li> <li>4. Outdoor storage areas shall not be used to store waste or recycle materials.</li> </ol>
Site plan requirements:	<ol style="list-style-type: none"> <li>1. The site plan, vicinity map and building elevations must be submitted to and approved by the zoning administrator to erect new buildings or structures, make additions exceeding ten percent (10%) of the floor area or existing buildings or structures, or otherwise grade or develop a lot for a permitted use prior to the issuance of a building permit. A comprehensive site plan is required for multiple-tenant projects. Site plans shall include all buildings, structures, parking, driveways, sidewalks, utilities, drainage, hydrants, open space, landscaping and signage. The vicinity map shall include surrounding parcels, buildings, structures, circulation systems and major physical features. The site plan shall demonstrate</li> </ol>



- E. All outdoor seating and outdoor display shall be screened from adjacent residential uses by fencing or landscaping.
- F. All outdoor lighting shall be compliant with 11-3-25: OUTDOOR LIGHTING STANDARDS.
- G. No more than 40% of gross floor area shall be used for retail sales, no more than 49% of the gross floor area shall be used for food and beverage consumption (outdoor seating areas not included in calculation).
- H. With the exception of minor accessory items directly related to the use of the primary product (i.e., paddles or life preservers at a paddle board manufacturer) only items manufactured or assembled on site may be sold on the premises.

**11-3-40: MICRO-BREWERIES AND MICRO-DISTILLERIES**

- A. Hours of operation and maximum servings shall be in accordance with state law.
- B. With the exception of pallets and kegs screened by a site obscuring fence, outdoor storage is prohibited.
- C. A grain silo may be permitted to be located outside the building where the beverages are manufactured. It may not be located in any required parking space or access way. One sign may be permitted on the grain silo with a maximum size of twelve (12) square feet in addition to any other allowable signs permitted at the site.
- D. Shipping and receiving is limited to 7 am to 8 pm when the facility is located within 500 feet of any residential or institutional use.
- E. Outdoor seating areas shall be fenced around the perimeter.

**11-3-41: LIVE/WORK UNITS**

- A. The exterior design of live/work buildings shall be compatible with the exterior design of commercial, industrial, and residential buildings in the area, while remaining consistent with the predominant workspace character of live/work buildings.
- B. Any commercial or industrial use permitted in the zoning district applicable to the property is permitted in the live/work unit, subject to a business license.
- C. A live/work unit cannot be used solely for residential purposes, and at least one resident in each live/work unit shall maintain a valid business license for a business on the premises.
- D. For live/work units of less than 2,500 square feet, two parking spaces are required for each unit. For live/work units of greater than 2,500 square feet, required parking will be

based on the applicable parking standard for the non-residential use or the closest similar use as determined by the Zoning Administrator.

## CHAPTER 9 – DEFINITIONS

### 11-9-2: DEFINITIONS

- BUSINESS INCUBATORS:** Facilities that are dedicated to start up and early-stage companies. Business incubators integrate into the community in a number of ways and assist startup companies with such things as:
- Access to angel investors or venture capital.
  - Access to bank loans, loan funds and guarantee programs.
  - Advisory boards and mentors.
  - Business basics.
  - Comprehensive business training programs.
  - Help with accounting/financial management.
  - Help with business etiquette.
  - Help with presentation skills.
  - Help with regulatory compliance.
  - High-speed Internet access.
  - Intellectual property management.
  - Links to higher education resources.
  - Links to strategic partners.
  - Management team identification.
  - Marketing.
  - Networking activities.
  - Technology commercialization assistance.
- COFFEE SHOPS/  
SANDWICH SHOPS:** Facilities serving non-alcoholic beverages, pastries, and/or breakfast and lunch
- LIVE/WORK UNIT:** A structure or portion of a structure that combines a permitted or conditional use allowed in the zone with a residential living space for the owner of the permitted or conditional use or the owner's employee, and that person's household; and where the resident owner or employee of the business is responsible for the licensed commercial or manufacturing activity performed.
- MANUFACTURING, ARTISAN:** Production of goods by the use of hand tools or small-scale, light mechanical equipment occurring solely within an enclosed building where such production requires screened outdoor operations or storage, and where the production,

operations, and storage of materials related to production occupy no more than 3,500 square feet of gross floor area. Typical uses have negligible negative impact on surrounding properties and include woodworking and cabinet shops, ceramic studios, jewelry manufacturing and similar types of arts and crafts, or food processing. Does not include micro-breweries or micro-distilleries or other alcohol-related businesses.

**MICRO-BREWERY:**

A facility for the production and packaging of 10,000 barrels a year or less of malt beverages of alcoholic content for on- or off-premises distribution, retail or wholesale in conformance with Montana State law. The facilities typically include a tasting room and may include accessory food preparation and sales, as well as sales of promotional merchandise such as growlers, t-shirts, and hats.

**MICRO-DISTILLERY:**

A facility for the limited production of distilled spirits, making 25,000 gallons per year or less, for on- or off-premises distribution, retail, or wholesale in conformance with Montana State law. The facilities typically include a tasting room and may include accessory food preparation and sales, as well as sales of promotional merchandise such as t-shirts and hats.

**MIXED-USE ENVIRONMENT:**

Neighborhoods where different types of land uses such as residential, office, or institutional are in close proximity.

**MIXED-USE BUILDING:**

A building that houses residential uses in combination with non-residential uses.

**RESEARCH FACILITIES:**

A laboratory facility that is primarily used for scientific research. This use can include the design, development, and testing of biological, chemical, electrical, magnetic, mechanical, and/or optical components in advance of product manufacturing. This use does not involve the fabrication, mass manufacture, or processing of the products.

**COUNCIL REDLINE VERNON**

**WHITEFISH CITY CODE TITLE 11 – ZONING REGULATIONS**

**CHAPTER 2 – ZONING DISTRICTS**

**ARTICLE W. WT-3 NEIGHBORHOOD MIXED-USE TRANSITIONAL DISTRICT**

**11-2W-1: INTENT AND PURPOSE:** The WT-3 District is intended for transitional development including high density residential, professional offices, light manufacturing, light assembly and ancillary services to provide a performance-based mixed-use environment with a recreational amenity, a community gateway, and adaptive use areas which are transitioning from their traditional uses and lots that primarily border either the Whitefish River or industrial zoned property. The boundary of this district is along the north side of Highway 93 from both sides of north Karrow Avenue to the Whitefish River. This zoning classification is not intended for general application throughout the Whitefish area.

**11-2W-2: PERMITTED USES:**

- Home occupations (see Special Provisions in section 11-3-13 of this title).
- Public utility buildings and facilities when necessary for serving the surrounding territory, excluding business offices and repair or storage facilities. A minimum of five feet of landscaped area shall surround such a building or structure.
- Publicly owned or operated buildings and uses.
- Open space for active or passive, public or private, outdoor space, including such uses as parks, plazas, greens, playgrounds, community gardens.
- Residential:
  - Class A manufactured homes
  - Daycare (registered home, 5 to 12 children)
  - Guest and domestic worker quarters
  - Single-family through four-plex dwelling units
  - Sublots (see Special Provisions in subsection 11-3-14C of this title)

**11-2W-3: CONDITIONAL USES:**

- Accessory apartments.
- Bed and breakfast establishments (see special provisions in section 11-3-4 of this title).
- Caretaker's unit.
- Churches or similar places of worship, including parish houses, parsonages, rectories, convents and dormitories.
- Clubs, private and semiprivate recreational facilities.
- Daycare centers (more than 12 individuals).
- Dwelling groups or clusters.
- Guesthouses.

- Hotels and motels and associated uses customarily accessory thereto are permitted within a portion of the Whitefish River frontage area, said frontage area being a strip of land 300 feet wide and lying southwesterly of, and contiguous to, the requisite buffer and setback areas of the Whitefish River north of 1st Street. The width of this area may be modified by the Zoning Administrator if geotechnical analysis reveals the presence of unstable fill material along the bank of the Whitefish River.
- Manufacturing, Artisan (see Special Provisions in section 11-3-398 of this title).
- Personal Services (street level only).
- Professional offices (street level only).
- Professional Artist Studio and Gallery (see Special Provisions in section 11-3-15).
- Public golf courses.
- Residential:
  - Boarding houses
  - Five-plex or larger multi-family dwelling units

**11-2W-4: PROPERTY DEVELOPMENT STANDARDS:**

The following property development standards shall apply to land and buildings within this district:

Bulk and scale: All new structures with a building footprint of 3,500 square feet or greater, existing structures where an addition causes the total footprint to be 3,500 square feet or greater, and additions to structures where the footprint is already 3,500 square feet or greater, are subject to a conditional use permit pursuant to section 11-7-8 of this title.

Minimum district size: n/a

Minimum lot area:

Single-family dwelling	6,000 square feet
Multi-family dwellings/unit	3,000 square feet
Attached one-family dwelling on a sub-lot	2,400 square feet

Minimum lot width: 50 feet

Minimum yard spaces:

Front: 25 feet

Side: 10 feet for single-story, 15 feet for two-story

Rear: 20 feet

Maximum height:	35 feet. The maximum building height may be increased up to 42 feet for mixed-use buildings or when the majority of the roof pitch is 7/12 or steeper.
Permitted lot coverage:	50% maximum.
Off-street parking:	See Chapter 6 of this title. <ol style="list-style-type: none"> <li>1. Shared parking is allowed among different categories of uses or among uses with different hours of operation, but not both.</li> <li>2. If a non-residential and a residential use share off-street parking, the parking requirement for the residential use may be reduced by 50%.</li> <li>3. Applicants must provide a shared parking agreement executed by the parties establishing the shared parking spaces. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties, remains in force. If the agreement is no longer in force, then parking must be provided as otherwise required by Chapter 6 of this title.</li> <li>4. Shared or leased parking may be located within 300 feet of the site.</li> <li>5. Required accessible parking spaces (for persons with disabilities) may not be shared and must be located on site.</li> </ol>
Hours of operation:	7 am to 8 pm for non-residential uses if within 100 feet of a residential use.
Accessory buildings:	Accessory buildings conforming to the definition in section 11-9-2 of this title are allowed subject to the standards set forth in section 11-3-2 of this title. Accessory buildings with footprints not exceeding 600 square feet shall be set back a minimum of 6 feet from side and rear property lines that do not border a street, lake, any intermittent or perennial stream, or the front one-half of any adjoining lot. Setbacks for accessory buildings with footprints exceeding 600 square feet shall be the same as those for the principal structure.
Landscaping:	See Chapter 4 of this title (single-family uses exempted).

## ARTICLE X. WI-T INDUSTRIAL TRANSITIONAL DISTRICT

**11-2X-1: INTENT AND PURPOSE:** The WI-T District is intended to allow for the gradual transition on vacant or underutilized sites that were traditionally used for heavy manufacturing to adaptive, clean industries and business incubators. These sites are generally proximate to the downtown, have existing high capacity utility services and existing multi-modal transportation opportunities such as rail and highway access. The applicable boundary of this district is along the north side of West 1st Street east of Murray Avenue to the BNSF railway corridor and where a buffer of mixed use zoning shall separate it from the Whitefish River. This zoning classification is not intended for general application throughout the Whitefish area.

### **11-2X-2: PERMITTED USES:**

- Building supply outlets.
- Janitorial services.
- Light industrial manufacturing, fabricating, processing, repairing, packing or storing facilities.
- Live/work units (see Special Provisions in section 11-3-40 of this title).
- Open space for active or passive, public or private, outdoor space, including such uses as parks, plazas, greens, playgrounds, community gardens.
- Parcel delivery services.
- Private railway cars with living accommodations are allowed to park on rail lines for up to 30 days in a calendar year (no short term rentals).
- Public utility buildings and facilities when necessary for serving the surrounding territory, excluding business offices and repair or storage facilities. A minimum of five feet of landscaped area shall surround such a building or structure.
- Publicly owned or operated buildings.
- Professional offices.
- Warehousing.
- ~~Wireless transmission facility.~~

### **11-2X-3: CONDITIONAL USES:**

- Bed and breakfast establishments (see Special Provisions in section 11-3-4 of this title).
- Any use allowed as a permitted use under the WI District not listed above under Permitted Uses.
- Business incubator. The following uses are permitted within a business incubator facility, not to exceed 3,600 square feet of floor area per use:
  - Advanced materials
  - Arts
  - Biosciences/life sciences
  - Computer hardware and software
  - Construction
  - E-business and e-commerce
  - Electronics/micro-electronics

- Energy
- Environment/clean technologies
- Healthcare
- Internet
- Kitchen/food
- Manufacturing
- Media
- Medical devices
- Nano-technology
- Services/professional
- Telecommunications
- Tourism
- Wireless technology
- Wood/forestry
- Coffee shops and sandwich shops (no "formula" businesses), with no more than 2,000 square feet of gross floor area.
- Colleges, business and trade schools.
- Contractors' yards.
- Grocery stores (less than 5,000 square feet of enclosed gross floor area per lot of record).
- Heavy equipment sales, rental and service.
- Manufacturing, artisan (see Special Provisions in section 11-3-398 of this title).
- Micro-breweries and micro-distilleries.
- Nursing and retirements homes, personal care facilities, community residential facilities, types I and II.
- Petroleum products, wholesale.
- Research facilities.
- Wireless service facilities.

**11-2X-4: PROPERTY DEVELOPMENT STANDARDS:**

The following property development standards shall apply to land and buildings within this district:

Bulk and scale: All new structures with a building footprint of 15,000 square feet or greater, existing structures where an addition causes the total footprint to be 15,000 square feet or greater, and additions to structures where the footprint is already 15,000 square feet or greater, are subject to a conditional use permit pursuant to section 11-7-8 of this title.

Minimum district size: 5 acres

Minimum lot area: n/a

Minimum lot width:	50 feet
Minimum yard spaces:	
Front:	25 feet
Side:	10 feet. 20 feet if adjacent to a residential zone or park.
Rear:	20 feet
Maximum height:	35 feet
Permitted lot coverage:	70 percent
Off-street parking:	See Chapter 6 of this title.
Outdoor storage and processes:	<p>No outdoor processes shall be employed in the operation of businesses. Waste and recycle receptacles shall be maintained within an enclosed structure. Limited outdoor storage areas shall be allowed, subject to the following criteria:</p> <ol style="list-style-type: none"> <li>1. Outdoor storage areas shall not be located in the front yard setback.</li> <li>2. Outdoor storage areas shall be screened with a sight obscuring fence at least six feet in height but not to exceed eight feet in height. Fencing shall be located behind the required perimeter landscaping.</li> <li>3. Equipment, vehicles, materials, containers, and other items located within outdoor storage areas shall be maintained in an orderly fashion.</li> <li>4. Outdoor storage areas shall not be used to store waste or recycle materials.</li> </ol>
Site plan requirements:	<ol style="list-style-type: none"> <li>1. The site plan, vicinity map and building elevations must be submitted to and approved by the zoning administrator to erect new buildings or structures, make additions exceeding ten percent (10%) of the floor area or existing buildings or structures, or otherwise grade or develop a lot for a permitted use prior to the issuance of a building permit. A comprehensive site plan is required for multiple-tenant projects. Site plans shall include all buildings, structures, parking, driveways, sidewalks, utilities, drainage, hydrants, open space, landscaping and signage. The vicinity map shall include surrounding parcels, buildings, structures, circulation systems and major</li> </ol>



- D. All outdoor storage shall be enclosed and screened from adjacent properties and public streets.
- E. All outdoor seating and outdoor display shall be screened from adjacent residential uses by fencing or landscaping.
- F. All outdoor lighting shall be compliant with 11-3-25: OUTDOOR LIGHTING STANDARDS.
- G. No more than 40% of gross floor area shall be used for retail sales, no more than 49% of the gross floor area shall be used for food and beverage consumption (outdoor seating areas not included in calculation).
- H. With the exception of minor accessory items directly related to the use of the primary product (i.e., paddles or life preservers at a paddle board manufacturer) only items manufactured or assembled on site may be sold on the premises.

**11-3-40: MICRO-BREWERIES AND MICRO-DISTILLERIES**

- A. Hours of operation and maximum servings shall be in accordance with state law.
- B. With the exception of pallets and kegs screened by a site obscuring fence, outdoor storage is prohibited.
- C. A grain silo may be permitted to be located outside the building where the beverages are manufactured. It may not be located in any required parking space or access way. One sign may be permitted on the grain silo with a maximum size of twelve (12) square feet in addition to any other allowable signs permitted at the site.
- D. Shipping and receiving is limited to 7 am to 8 pm when the facility is located within 500 feet of any residential or institutional use.
- E. Outdoor seating areas shall be fenced around the perimeter.

**11-3-41: LIVE/WORK UNITS**

- A. The exterior design of live/work buildings shall be compatible with the exterior design of commercial, industrial, and residential buildings in the area, while remaining consistent with the predominant workspace character of live/work buildings.
- B. Any commercial or industrial use permitted in the zoning district applicable to the property is permitted in the live/work unit, subject to a business license.
- C. A live/work unit cannot be used solely for residential purposes, and at least one resident in each live/work unit shall maintain a valid business license for a business on the premises.

- D. For live/work units of less than 2,500 square feet, two parking spaces are required for each unit. For live/work units of greater than 2,500 square feet, required parking will be based on the applicable parking standard for the non-residential use or the closest similar use as determined by the Zoning Administrator.

## CHAPTER 9 – DEFINITIONS

### 11-9-2: DEFINITIONS

#### **BUSINESS INCUBATORS:**

Facilities that are dedicated to start up and early-stage companies. Business incubators integrate into the community in a number of ways and assist startup companies with such things as:

- Access to angel investors or venture capital.
- Access to bank loans, loan funds and guarantee programs.
- Advisory boards and mentors.
- Business basics.
- Comprehensive business training programs.
- Help with accounting/financial management.
- Help with business etiquette.
- Help with presentation skills.
- Help with regulatory compliance.
- High-speed Internet access.
- Intellectual property management.
- Links to higher education resources.
- Links to strategic partners.
- Management team identification.
- Marketing.
- Networking activities.
- Technology commercialization assistance.

#### **COFFEE SHOPS/ SANDWICH SHOPS:**

Facilities serving non-alcoholic beverages, pastries, and/or breakfast and lunch

#### **LIVE/WORK UNIT:**

A structure or portion of a structure that combines a permitted or conditional use allowed in the zone with a residential living space for the owner of the permitted or conditional use or the owner's employee, and that person's household; and where the resident owner or employee of the business is responsible for the licensed commercial or manufacturing activity performed.

**MANUFACTURING, ARTISAN:** Production of goods by the use of hand tools or small-scale, light mechanical equipment occurring solely within an enclosed building where such production requires screened outdoor operations or storage, and where the production, operations, and storage of materials related to production occupy no more than 3,500 square feet of gross floor area. Typical uses have negligible negative impact on surrounding properties and include woodworking and cabinet shops, ceramic studios, jewelry manufacturing and similar types of arts and crafts, or food processing. Does not include micro-breweries or micro-distilleries or other alcohol-related businesses.

**MICRO-BREWERY:** A facility for the production and packaging of 10,000 barrels a year or less of malt beverages of alcoholic content for on- or off-premises distribution, retail or wholesale in conformance with Montana State law. The facilities typically include a tasting room and may include accessory food preparation and sales, as well as sales of promotional merchandise such as growlers, t-shirts, and hats.

**MICRO-DISTILLERY:** A facility for the limited production of distilled spirits, making 25,000 gallons per year or less, for on- or off-premises distribution, retail, or wholesale in conformance with Montana State law. The facilities typically include a tasting room and may include accessory food preparation and sales, as well as sales of promotional merchandise such as t-shirts and hats.

**MIXED-USE ENVIRONMENT:** Neighborhoods where different types of land uses such as residential, office, or institutional are in close proximity.

**MIXED-USE BUILDING:** A building that houses residential uses in combination with non-residential uses.

**RESEARCH FACILITIES:** A laboratory facility that is primarily used for scientific research. This use can include the design, development, and testing of biological, chemical, electrical, magnetic, mechanical, and/or optical components in advance of product manufacturing. This use does not involve the fabrication, mass manufacture, or processing of the products.

## Chuck Stearns

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**From:** Michelle Howke <mhowke@cityofwhitefish.org>  
**Sent:** Tuesday, March 01, 2016 1:22 PM  
**To:** cstearns@cityofwhitefish.org  
**Cc:** David Taylor; Wendy Compton-Ring; 'Bailey Minnich'  
**Subject:** FW: Public Comments

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

From: mzlaura@cyberport.net [mailto:mzlaura@cyberport.net]  
Sent: Tuesday, March 01, 2016 1:04 PM  
To: mhowke@cityofwhitefish.org  
Subject: Public Comments

Mayor and City Council of Whitefish,

Please do not allow for the build up along the Whitefish River - I know this is an area of discussion on 3/7 but I would earnestly point out this would be very bad planning and goodness knows we have had our fill of bad planning in this Valley.

The River and the corridor are invaluable, irreplaceable and they enhance the lives of all who live in the Valley - please do not allow development of that area with stores, hotels etc. etc. - we have other spaces for stores, hotels etc but we do not have an abundance of Whitefish River corridors to spare.

Thank you.

Karlene Khor  
229 7th Street West  
Kalispell, Montana

## Chuck Stearns

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**From:** Michelle Howke <mhowke@cityofwhitefish.org>  
**Sent:** Tuesday, March 01, 2016 1:39 PM  
**To:** cstearns@cityofwhitefish.org  
**Cc:** David Taylor; Wendy Compton-Ring; 'Bailey Minnich'  
**Subject:** FW: Westside Corridor Zoning

**From:** Chris Saeger [mailto:christopher.saeger@gmail.com]  
**Sent:** Tuesday, March 01, 2016 11:47 AM  
**To:** mhowke@cityofwhitefish.org  
**Subject:** Westside Corridor Zoning

Dear Whitefish Mayor and City Counselors,

Please amend the proposed two new Highway 93 Westside Corridor zoning districts, before final adoption, to prohibit formula businesses including chain/formula hotels, motels and other formula retail uses for one or more of the following reasons:

1) One of a kind, non-formula/non-chain businesses are more valuable to the unique appeal, economy, and character of Whitefish; 2) Zoning on the east bank of the Whitefish River and in the downtown area already prohibits all formula businesses. It makes sense to be consistent and do this on both sides of the river; 3) The Whitefish Growth policy calls for prohibiting formula businesses in the downtown area; 4) There are better places to allow formula/chain businesses than along the scenic Whitefish River.

Thank you for working hard to respect the desires of residents of this corridor to retain the mostly residential character of the Westside Corridor along Highway 93 heading northwest out of town. With new sidewalks, landscaping, road design, and lighting, the West Entrance to Whitefish is much improved!

Sincerely,

Chris Saeger

## Chuck Stearns

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**From:** Michelle Howke <mhowke@cityofwhitefish.org>  
**Sent:** Tuesday, March 01, 2016 1:42 PM  
**To:** cstearns@cityofwhitefish.org  
**Cc:** David Taylor; Wendy Compton-Ring; 'Bailey Minnich'  
**Subject:** FW: Proposed New Zoning

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**From:** Whitefish Pottery [mailto:tom@whitefishpottery.com]  
**Sent:** Tuesday, March 01, 2016 10:46 AM  
**To:** mhowke@cityofwhitefish.org  
**Subject:** Proposed New Zoning

Dear Whitefish Mayor and City Counselors,

Please amend the proposed two new Highway 93 Westside Corridor zoning districts, before final adoption, to prohibit formula businesses including chain/formula hotels, motels and other formula retail uses for one or more of the following reasons:

1) One of a kind, non-formula/non-chain businesses are more valuable to the unique appeal, economy, and character of Whitefish; 2) Zoning on the east bank of the Whitefish River and in the downtown area already prohibits all formula businesses. It makes sense to be consistent and do this on both sides of the river; 3) The Whitefish Growth policy calls for prohibiting formula businesses in the downtown area; 4) There are better places to allow formula/chain businesses than along the scenic Whitefish River.

Thank you for working hard to respect the desires of residents of this corridor to retain the mostly residential character of the Westside Corridor along Highway 93 heading northwest out of town. With new sidewalks, landscaping, road design, and lighting, the West Entrance to Whitefish is much improved!

Sincerely,  
Tom Gilfillan  
Whitefish Pottery  
Whitefish, MT 59937

For: Whitefish Legacy Partners  
 Owner: City of Whitefish, Harold Allen & Bonnie Elaine Murr  
 Date: 2016-02-16  
 Purpose: Boundary Line Adjustment

# Certificate of Survey

Located in a portion of:  
 NE 1/4 Section 24, T31N R22W and  
 Principal Meridian, Montana Flathead County, Montana

**PERIMETER LEGAL DESCRIPTION**

That portion of the NE 1/4 of Section 24, Township 31 North Range 22 West, Principal Meridian, Montana, Flathead County, Montana described as follows:

**LEGAL DESCRIPTIONS**

That portion of the NE 1/4 of Section 24, Township 31 North Range 22 West, Principal Meridian, Montana, Flathead County, Montana described as follows:

Commencing at the Center East 1/4 Corner;  
 Thence along the South line of the Southeast 1/4 of the Northeast 1/4 S86°26'59"E 915.17' to the East line of a tract of land described in Book 383 Page 280;  
 Thence along the East line of said tract N03°40'42" E 917.59' to the **Point of Beginning**;  
 Thence continuing along said East line N03°40'42"E 399.19' to the North line of tract of land described in Book 383 Page 280;  
 Thence along said North line N86°27'49W 165.02';  
 Thence S18°48'07"E 431.57' to the **Point of Beginning**  
 Containing 0.76 acres of land as shown hereon.

**OWNERS CERTIFICATION AND EXEMPTIONS**

We hereby certify that the purpose of this division is to relocate common boundaries between adjoining properties pursuant to 76.3.207 (1) (a)

We also hereby certify that Parcel A and Book 383 Page 280 are exempt from sanitation review by the Department of Environmental Quality pursuant to ARM 17.36.605 (2)(b) as a parcel that has no existing facilities for water supply, wastewater disposal, or solid waste disposal other than those that were previously approved by the reviewing authority under Title 76, Chapter 4, Part 1, M.C.A. or that were exempt from such review because no new facilities will be constructed on the parcel and the division of land will not cause approved facilities to violate any conditions of approval, and will not cause exempt facilities to violate any condition of exemption.

Harold Allen Murr \_\_\_\_\_ Date \_\_\_\_\_ Bonnie Elaine Murr \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Date \_\_\_\_\_

For the City of Whitefish

STATE OF: }  
 COUNTY OF: } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me, a Notary Public for the State of \_\_\_\_\_, personally appeared **Harold Allen Murr and Bonnie Elaine Murr** known to me to be the persons whose names are subscribed on the foregoing instrument and acknowledged to me that they executed the same.

Notary Public for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016 before me, a Notary Public for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ for the City of Whitefish known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that they executed the same.

Notary Public for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

**CERTIFICATE OF EXAMINING SURVEYOR FLATHEAD COUNTY**

Examined \_\_\_\_\_, 2016

Examining Land Surveyor - James H. Burton  
 Registration No. 54285

**CERTIFICATE OF SURVEYOR**

I hereby certify the plat as shown hereon depicts a survey done by me or under my direct supervision and that the character and location of the monuments shown are correct.

Andrew P. Belski, PLS \_\_\_\_\_ Date \_\_\_\_\_  
 Registration No. 14731 PLS

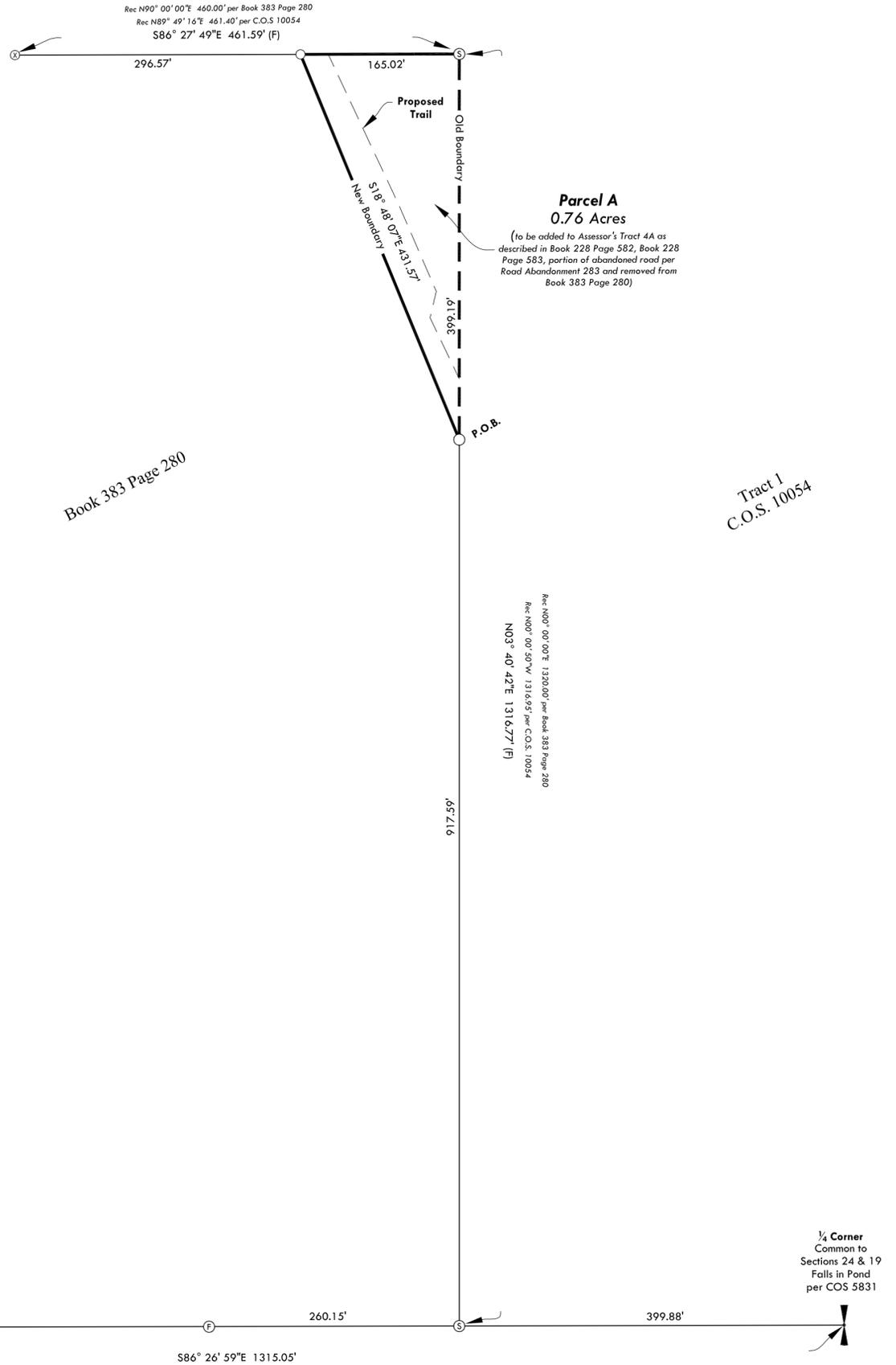
State of Montana }  
 County of Flathead } ss

Filed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 C.E.  
 at \_\_\_\_\_ o'clock \_\_m.

Flathead County Clerk and Recorder

BY: \_\_\_\_\_ Deputy

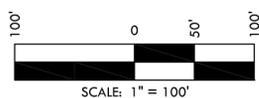
Instrument Record No. \_\_\_\_\_



CE 1/4 Corner

1/4 Corner Common to Sections 24 & 19 Falls in Pond per COS 5831

**RIVER DESIGN GROUP, INC.**  
 236 Wisconsin Avenue  
 Whitefish, MT  
 tel: (406) 862-4945  
 fax: (406) 862-4963



BASIS OF BEARING  
 NAD83 CORS 96 Montana State Plane (2500)  
 Units are in US Survey Feet and have been projected to ground at the following Location:

LATITUDE: N48°25'48.83197"  
 LONGITUDE: W114°20'01.01498"  
 HEIGHT: 2964.366'  
 CONVERGENCE: -03°32'04.46"  
 CSF: 1.0004410955

**LEGEND**

- ▲ Calculated Position
- ▲ 1/4 Corner falls in Pond
- ◆ found PK Nail with disc "Belski 14731s"
- ◆ -Position reset from accessory monumentation-
- ⊗ found 5/8" rebar (Burton 5428s)
- ⊙ found 1/2" rebar (Sands 7975s)
- ⊕ found 5/8" rebar (Fretheim 4738s)
- set 5/8" x 24" rebar with a 2" aluminum cap "Belski 14731s"

Certificate Of Survey No. \_\_\_\_\_

## LANDOWNER STATEMENT

Please complete Sections 1 through 5 and any additional sections applicable to the exemption sought and attach copies of documents where requested. The completed statement must be submitted with the Certificate of Survey for review to the Flathead County Plat Room, 800 South Main, Kalispell, MT 59901.

1. LANDOWNER NAME/S: Harold Allen & Bonnie Elaine Murr, City of Whitefish

2. SURVEYOR: Andrew P. Belski

3. EXEMPTION: M.C.A. 76.3.207(1)(a) ARM 17.36.605(2)(b)  
(State name of exemption proposed as basis for division)

4. ZONING DESIGNATION: R-1

### 5. HISTORY OF PARCEL:

The original tract is the tract existing 20 calendar years ago from which the proposed tract would be divided or of which the proposed tract was a part 20 calendar years ago.

Please state the number of exemptions previously used on the original tract regardless of ownership: 0

Please list each COS and the exemption claimed:

COS # \_\_\_\_\_ Exemption \_\_\_\_\_ Claimed by: \_\_\_\_\_

Has this parcel been subject to or part of an application for subdivision plat approval within the last 5 years?  
No

### 6. ADDITIONAL INFORMATION FOR FAMILY TRANSFER EXEMPTION:

(Complete only if a family transfer exemption is sought.)

Is this gift or sale to a member or members of your immediate family? \_\_\_\_\_

Is this gift or sale for the benefit of the grantee and not for speculation or resale by the landowner? \_\_\_\_\_

Is this the first transfer that you (the landowner/applicant) will be making to this family member(s)? \_\_\_\_\_

If the answer is no to the above question, provide an explanation on the back of this sheet.

Please provide the following information for parcels proposed for transfer:

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ MINOR CHILD? \_\_\_\_\_

Has the landowner divided other property in Flathead County using the Family Transfer exemption? \_\_\_\_\_

If YES, list the COS number, grantee, relationship and date: \_\_\_\_\_

Has the landowner received property from the intended grantee which was divided using an exemption? \_\_\_\_\_

If YES, provide the COS number and date: \_\_\_\_\_

**7. ADDITIONAL INFORMATION FOR BOUNDARY RELOCATION OR LOT AGGREGATION:**

(Complete only if boundary relocation or aggregation exemption sought)

Purpose of relocation: To provide City of Whitefish land for the Whitefish Trail

Number of lots affected: 2

Number of lots remaining: 2

Does this Boundary Line Adjustment create a parcel of less than 160 acres, which, prior to relocation consisted of more than 160 acres: No

**8. ADDITIONAL INFORMATION FOR COURT ORDERED EXEMPTION**

Please attach a copy of the Court Order issued by the judge.

Note: Before a court orders a division of land, comments from the governing body will be obtained by the Court.

**9. ADDITIONAL INFORMATION FOR SECURITY FOR CONSTRUCTION PARCEL:**

(Complete only if a security exemption is sought.)

Will the division, upon foreclosure, create more than one new parcel? \_\_\_\_\_

Will the landowner retain possession of the remainder? \_\_\_\_\_

Will the mortgagee retain possession of the exempted parcel? \_\_\_\_\_

Does any prior agreement exist to default or to purchase only a portion of the original tract? \_\_\_\_\_

**10. ADDITIONAL INFORMATION FOR UTILITY OR R/W EXEMPTION:**

(Complete only if a utility or right-of-way exemption is sought.)

Is this a Right-of-Way? \_\_\_\_\_  
Is this a Utility Site? \_\_\_\_\_ Please describe \_\_\_\_\_

**\*\* A Zoning Determination letter from the Zoning Administrator is required for the creation of utility sites (Section 3.03.020(8) Flathead County Zoning Regulations) \*\***

It is understood that this Statement seeks approval of the use of an exemption to subdivision review to divide property. It is also understood that approval of the use of the exemption is not approval under zoning, health, floodplain, or other applicable regulations.

I/We certify that the use of the claimed exemption is not for the purpose of evading subdivision review of the Montana Subdivision and Platting Act and that it meets the Flathead County criteria for determination of evasion of the Act.

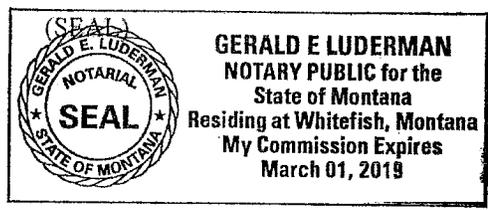
Under penalties of perjury, I/we declare that I/we have examined this form, including the accompanying Certificate of Survey, and to the best of my/our knowledge and belief, it is true, correct, and complete and is in compliance with all Montana State laws and Flathead County resolutions and the transfer of property will occur as represented.

Harold Allen Murr  
*Harold Allen Murr*  
Landowner Signature  
[Note : Landowner signature mandatory]

Bonnie Elaine Murr  
*Bonnie Elaine Murr*  
X Landowner - Print name

STATE OF MONTANA )  
: ss.  
COUNTY OF FLATHEAD )

On this 17 day of Feb, 2016, before me, a Notary Public for the State of Montana, personally appeared Harold Allen Murr & Bonnie Elaine Murr known to me (or proved to me on oath) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



*Gerald E. Luderman*  
Notary Public for the State of Montana  
GERALD E LUDERMAN  
Print Name  
Residing at Whitefish  
My commission expires 3/1/2019

\_\_\_\_\_  
Surveyor Signature  
[Note: Surveyor signature mandatory.]

\_\_\_\_\_  
Surveyor - Print name

Is this a Right-of-Way? \_\_\_\_\_  
Is this a Utility Site? \_\_\_\_\_ Please describe \_\_\_\_\_

**\*\* A Zoning Determination letter from the Zoning Administrator is required for the creation of utility sites (Section 3.03.020(8) Flathead County Zoning Regulations) \*\***

It is understood that this Statement seeks approval of the use of an exemption to subdivision review to divide property. It is also understood that approval of the use of the exemption is not approval under zoning, health, floodplain, or other applicable regulations.

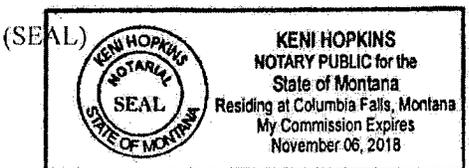
I/We certify that the use of the claimed exemption is not for the purpose of evading subdivision review of the Montana Subdivision and Platting Act and that it meets the Flathead County criteria for determination of evasion of the Act.

Under penalties of perjury, I/we declare that I/we have examined this form, including the accompanying Certificate of Survey, and to the best of my/our knowledge and belief, it is true, correct, and complete and is in compliance with all Montana State laws and Flathead County resolutions and the transfer of property will occur as represented.

for City of Whitefish, Charles C. Stearns  
Charles C. Stearns Landowner Signature  
[Note : Landowner signature mandatory]  
Charles C. Stearns, City Manager  
Landowner - Print name

STATE OF MONTANA )  
: ss.  
COUNTY OF FLATHEAD )

On this 17th day of February, 20 16, before me, a Notary Public for the State of Montana, personally appeared Charles C. Stearns, known to me (or proved to me on oath) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Keni Hopkins  
Notary Public for the State of Montana  
Print Name \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

[Signature]  
Surveyor Signature  
[Note: Surveyor signature mandatory.]  
Andrew Belski  
Surveyor - Print name



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

This Form is for Certificate of Surveys Only

TAX SEARCH FOR CERTIFICATE OF SURVEYS:

BY : River Design

PR # 9628

FOR : City of WF & Murr

DATE 02/24/2016

DESCP : TR 4A & TR 4B in 24-31-22

PURPOSE BDY ADJ

YEARS

ASSESSOR #

2012 thru 2015

E019255

\_\_\_\_\_

0606800

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Deputy Treasurer  
(seal)

### FLATHEAD COUNTY TREASURER

936 1st AVE W STE T  
Kalispell, MT 59901



Tax Dept. (406) 758-5680  
FAX (406) 758-5864

Statement of taxes due for assessor number **0606800** As of 02/29/2016

Tax Year	Schl Dist	Inst	Taxbill Number	Tax Amount Due	Penalty	Interest thru 02/29/2016	Total Due By Installment
2015	44	2	201533335	838.66			838.66
Total Amount Due				838.66	0.00	0.00	838.66

24 - 31 - 22 TR 4B & TR 7A IN SE4NE4  
24 - 31 - 22 TR 1C & TR 7 IN NE4SE4

Print Requested by: JWO From Station # 1305

## Chuck Stearns

---

**From:** Andrew Belski <abelski@riverdesigngroup.net>  
**Sent:** Monday, February 29, 2016 11:51 AM  
**To:** Chuck Stearns; 'Heidi Van Everen'  
**Subject:** RE: Murr BLA

Chuck,

For this BLA there is not a Health Certification. I was able to exempt the survey from the Sanitation act.

As for the tax cert, Murr needs to pay \$838.66 in assessed taxes for Tract 4B. This will need to take place prior to filing. I can get a copy of that information from the County Treasurers office if you need it.

A

**Andrew Belski, PLS**  
*Professional Land Surveyor*

**River Design Group, Inc.**  
236 Wisconsin Avenue  
Whitefish, MT 59937  
tel: 406-862-4927  
cell: 406-250-9302

---

**From:** Chuck Stearns [mailto:cstearns@cityofwhitefish.org]  
**Sent:** Monday, February 29, 2016 11:48 AM  
**To:** Andrew Belski; 'Heidi Van Everen'  
**Subject:** RE: Murr BLA

Andrew:

Is there a way that you can scan and email me the tax certificate and the Department of Health certificate for the BLA. I would like to include those in our packet which goes out on Wednesday, which is a day before the mylars and certificates are delivered to us?

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



---

**From:** Andrew Belski [<mailto:abelski@riverdesigngroup.net>]  
**Sent:** Monday, February 29, 2016 11:41 AM  
**To:** [cstearns@cityofwhitefish.org](mailto:cstearns@cityofwhitefish.org); Heidi Van Everen <[heidi@whitefishlegacy.org](mailto:heidi@whitefishlegacy.org)>  
**Subject:** Murr BLA

Chuck and Heidi,

We received the preliminary documents back from the county today. Everything looks good!!

The next steps are as follows:

1. We will get the county surveyor to sign the Final mylars (March 1-2)
2. March 3 – RDG will deliver the mylars to the City of Whitefish
3. March 7 – City Council meeting - City Signature
4. March 8 – City delivers the mylars to First American Title.
5. ?? Closing with MURR. This will be with First American Title.

Please give a call if you have any questions.

A

**Andrew Belski, PLS**  
*Professional Land Surveyor*

**River Design Group, Inc.**  
236 Wisconsin Avenue  
Whitefish, MT 59937  
tel: 406-862-4927  
cell: 406-250-9302

## RESOLUTION NO. 16-05

**A Resolution of the City Council of the City of Whitefish, Montana, approving a Real Estate Buy-Sell Agreement with respect to a 0.54 acre of land as an addition to the Water Treatment Plant site from a Boundary Line Adjustment with Harold A. Murr and Bonnie Murr.**

WHEREAS, as part of the Haskill Basin Conservation Easement project with the Montana Fish, Wildlife, and Parks and the F.H. Stoltze Land and Lumber Company, there will be an extension of the Whitefish Trail constructed through the 3,020 acre Conservation Easement lands; and

WHEREAS, there is a need for additional public trailheads for parking and access to this portion of the Whitefish Trail so that neighboring properties to the 3,020 acre Conservation Easement are not unfairly affected by Whitefish Trail users; and

WHEREAS, Whitefish Legacy Partners, as the organization spearheading and helping manage the Whitefish Trail, has a proposed layout of the Whitefish Trail in Haskill Basin which includes a trail along the west side of the City's Water Treatment Plant property and a trailhead on the City's Water Treatment Plant property west of the Water Treatment Plant gate and fence; and

WHEREAS, Whitefish Legacy Partners has obtained Letters of Intent from the Iron Horse Homeowners Association and Winter Sports Inc. for trails to connect the Whitefish Trail and to connect the Whitefish Trail to this trail along the west side of the City's Water Treatment Plant property; and

WHEREAS, to improve the trail alignment and eliminate the need to relocate a portion of the fence on the City's Water Treatment Plant property, Whitefish Legacy Partners has negotiated and will provide funding of \$14,000.00 plus other costs for the City's acquisition of a 0.54 acre parcel of land on the west edge of the City's Water Treatment Plant parcel via a Boundary Line Adjustment exemption subdivision process with Harold A. Murr and Bonnie Murr; and

WHEREAS, the entire Real Estate Purchase and Sale Agreement for the \$14,000.00 purchase of this 0.54 acre parcel of land is attached hereto as Exhibit "A" and incorporated herein by reference.

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

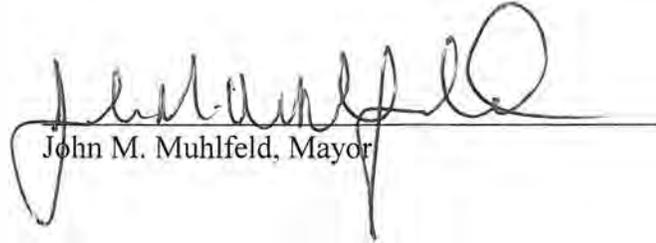
Section 1: All of the recitals set forth above are hereby adopted as Findings of Fact.

Section 2: The City Council hereby approves all of the terms of the \$14,000.00 Buy-Sell Agreement with Harold A. Murr and Bonnie Murr attached as Exhibit "A", and approves the purchase of the property described therein according to such terms.

Section 3: The City Manager or his designated official is authorized and directed to negotiate and to complete the sale of the property identified herein according to the terms of the Buy-Sell Agreement attached as Exhibit "A", and in connection therewith is authorized to execute any additional documents necessary in order to close the sale.

Section 4: This Resolution shall take effect immediately upon its adoption by the City Council, and signing by the Mayor thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS 19TH DAY OF JANUARY, 2016.

  
John M. Muhlfeld, Mayor

ATTEST:

  
Necile Lorang, City Clerk

# BUY-SELL AGREEMENT (Land)



1 This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally  
2 binding contract. If not understood, seek competent advice.

3  
4 Date: 2/18/2016  
5 City Of Whitefish, as  
6  joint tenants with rights of survivorship,  tenants in common,  single in his/her own right,  Other \_\_\_\_\_  
7 \_\_\_\_\_ (hereinafter called "Buyer") agrees to purchase, and the Seller agrees to sell the following described real  
8 property (hereinafter referred to as "Property"), commonly known as \_\_\_\_\_  
9 Nhn Reservoir Road  
10 59937 in the City of Whitefish, County of Flathead.

11 Montana, legally described as:  
12 approximately 3/4 +-acre triangular shaped parcel on NE corner of Tr 1C & T7  
13 In NE4 SE4 TR 4B & TR 7A IN SE4 NE4 Exact Legal to be provided by survey  
14 before closing date (see attached map)  
15 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other  
16 appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: \_\_\_\_\_  
17 \_\_\_\_\_

18  
19 **PERSONAL PROPERTY:** The following items of personal property, free of liens and without warranty of condition, are  
20 included and shall be transferred by the bill of sale: \_\_\_\_\_  
21 \_\_\_\_\_

## 23 PURCHASE PRICE AND TERMS:

24 Total purchase price is Eighteen Thousand  
25 U.S. Dollars (\$ 18,000.00 ) payable as follows:  
26 \$ 1,000.00 earnest money to be applied at closing.  
27 \$ 17,000.00 as additional cash payment, payable on or before closing.  
28 \$ \_\_\_\_\_ balance of the purchase price will be financed as follows:

29  Conventional  Other Financing  Seller Financing  Assumption  Home equity  
30 **This document replaces the Purchase agreement dated 12/17/2015**  
31 **Purchasers to pay all closing fees including Title Insurance, Title**  
32 **Closing fee, Brokerage fee, recording fees etc.**

33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43 **CLOSING DATE:** The date of closing shall be (date) 04/15/2016 (the "Closing Date"). The parties may,  
44 by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The  
45 Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in  
46 accordance with this Agreement. If third party financing is required by the terms of this Agreement (including  
47 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not  
48 more than 5 days to accommodate delays attributable solely to such third party financing.

49  
50 **POSSESSION:** Seller shall deliver to Buyer possession of the property and allow occupancy:  
51  when the closing agent is in receipt of all required, signed documents and all funds necessary  
52 for the purchase; OR  
53  on the date of recording the deed, notice of purchaser's interest, OR  
54  \_\_\_\_\_

55 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s),  
56 and Homeowner's Association facilities, if applicable.

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Adam B. M.  
Page 4 of 7 Seller's Initials

57 PAYMENT/RECEIPT OF EARNEST MONEY: Buyer agrees to provide Earnest Money in the amount of \_\_\_\_\_  
58 One Thousand U.S. Dollars (\$ 1,000.00) as evidenced by  Cash; OR  Check,  
59 the receipt of which is acknowledged by the undersigned Broker/Salesperson;  OR, \_\_\_\_\_  
60 \_\_\_\_\_

61 \_\_\_\_\_  
62 Gerald E Luderman (406) 862-3541 \_\_\_\_\_  
63 (Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson) Gerald E Luderman  
64 To be signed only of in actual receipt of cash or check  
65

66 If Buyer fails to pay the Earnest Money as set forth above, Buyer will be in default of this Agreement and Seller shall  
67 be entitled to immediately terminate this Agreement and declare any Earnest Money already paid by Buyer to be  
68 forfeited.  
69

70 DEPOSIT OF EARNEST MONEY: All parties to this transaction agree, unless otherwise provided herein, that the  
71 earnest monies will be deposited or delivered by the Broker/Salesperson listed above within ( 3 ) business  
72 days of the date all parties have signed the Agreement or \_\_\_\_\_  
73 and such funds will be held in a trust account by Title Co  
74 \_\_\_\_\_

75 Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to: NA  
76 \_\_\_\_\_

77 If interest is payable to the Broker it is agreed that sums so paid are consideration for services rendered.  
78

79 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any  
80 portion of the earnest money required to complete the closing of the transaction.  
81

82 **FINANCING CONDITIONS AND OBLIGATIONS:**

83  
84 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down  
85 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon any  
86 contingent source of such funds unless otherwise expressly set forth herein.  
87

88 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any  
89 required fees, apply for assumption of an existing loan or contract, or initiate any action required for  
90 completion of a contract for deed by 5:00 P.M. (Mountain Time) (date) N/A  
91 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.  
92

93 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have  
94 been released, waived, or satisfied, and the transaction shall continue to closing, unless, by 5:00 p.m. (Mountain Time)  
95 on the date specified for each contingency, the party requesting that contingency has notified the other party or the  
96 other party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has  
97 notified the other party on or before the release date that a contingency is not released, waived, or satisfied, the  
98 transaction is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms  
99 or provisions.  
100

101 **FINANCING CONTINGENCY:**

102  This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement  
103 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this Agreement  
104 is terminated and the earnest money will be refunded to the Buyer; OR

105  This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement  
106 entitled "PURCHASE PRICE AND TERMS." Release Date: \_\_\_\_\_  
107  
108

109 **APPRAISAL CONTINGENCY:**

110  Property must appraise for at least  the Purchase Price OR at least  \$ \_\_\_\_\_ . If the Property  
111 does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded  
112 to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value.  
113 Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within \_\_\_\_\_  
114 days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; OR

115  This agreement is contingent upon the Property appraising for at least  the Purchase Price OR at least  
116  \$ \_\_\_\_\_ . Release Date: \_\_\_\_\_  
117

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Page 2 of 7  
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176 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer  
177 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for  
178 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in  
179 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424,  
180 MCA, could result in a penalty against the transferee and rejection of the deed for recording.

181  
182 **MINERAL RIGHTS:** "Mineral rights" is a term used to describe the rights the owner of those rights has to use, mine,  
183 and/or produce any or all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the  
184 surface of property. These mineral rights may be separate from the rights a property owner has for the surface of a  
185 property. In some cases, these mineral rights have been transferred to a party other than the property owner and as a  
186 result the subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights  
187 have been severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it  
188 in order to mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and  
189 agrees that neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated  
190 by this Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that  
191 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property  
192 have conducted an inspection or analysis of the mineral rights to and for the Property.

193  
194 **CLOSING AGENTS FEES:** Closing agents fees will be paid by  Seller  Buyer  Equally Shared.

195  
196 **TITLE INSURANCE:** <sup>Purchaser's CCS</sup> Seller, at <sup>Purchaser's CCS</sup> Seller's expense and from a title insurance company chosen by <sup>Purchaser's CCS</sup> Seller, shall furnish  
197 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American  
198 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase  
199 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an  
200 additional cost to the buyer. It is recommended that buyer obtain details from a title company.

201  
202 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to  
203 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or  
204 other adverse title conditions will be placed against the title to the property subsequent to the effective date of the  
205 preliminary title commitment approved by the Buyer.

206  
207 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section  
208 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the  
209 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction to  
210 be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified intermediary  
211 or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange, notwithstanding the  
212 prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and Non-Assignability"  
213 section below.

214  
215 **SPECIAL IMPROVEMENT DISTRICTS:** Special Improvement Districts (including rural SIDs), including those that  
216 have been noticed to Seller by City/County but not yet spread or currently assessed, if any, will be:

- 217  paid off by Seller at closing;
  - 218  assumed by Buyer at closing; OR
  - 219  \_\_\_\_\_
- 220 All perpetual SIDs shall be assumed by Buyer.

221  
222 **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any non-governmental  
223 association, including those that have been approved but not yet billed or assessed, will be:

- 224  paid off by Seller at closing;
- 225  assumed by Buyer at closing; OR
- 226  \_\_\_\_\_

227  
228 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement  
229 District assessments for the current tax year, as well as pre-paid rents, water and sewer system charges, heating fuel  
230 and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, if any, as

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Page 4 of 7 ARM BEM  
Seller's Initials

231 of the date of closing unless otherwise agreed and: \_\_\_\_\_  
232 \_\_\_\_\_  
233 \_\_\_\_\_  
234 \_\_\_\_\_  
235 \_\_\_\_\_

236 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear  
237 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property.  
238 Seller will remove all personal property not included in this sale prior to closing.

240 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties  
241 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to  
242 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an  
243 owner of property, contact either your local County extension agent or Weed Control Board.

245 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code  
246 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of  
247 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the  
248 information concerning registered offenders available to the public. If you desire further information please contact the  
249 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers  
250 assigned to the area.

252 **BUYER'S REMEDIES:** (A) If the Seller fails to accept the offer contained in this Agreement within the time period  
253 provided in the BUYER'S COMMITMENT section, all earnest monies shall be returned to the Buyer. (B) If the Seller  
254 accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction within the time  
255 period provided in this Agreement, the Buyer may:

- 256 (1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the return of
- 257 such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; OR
- 258 (2) Demand that Seller specifically perform Seller's obligation under this Agreement; OR
- 259 (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

261 **SELLER'S REMEDIES:** If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to  
262 consummate the transaction within the time period provided in this Agreement, the Seller may:

- 263 (1) Declare the earnest money paid by Buyer be forfeited; OR
- 264 (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; OR
- 265 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

267 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this  
268 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and  
269 legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation,  
270 partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such  
271 entity.

273 **FOREIGN PERSON OR ENTITY:** Sellers are not foreign persons, non-resident aliens, foreign corporations, foreign  
274 partnerships, foreign trusts, or foreign estates, as those terms are defined in the Internal Revenue Code and the  
275 Income Tax Regulations promulgated thereunder. Unless the purchase price of the Property does not exceed  
276 \$300,000 and the Buyer is purchasing the Property for use by Buyer as a personal residence, Sellers shall deliver to  
277 Buyer a certificate of non-foreign status in the form required by the Income Tax Regulations and reasonably  
278 acceptable to Buyer and/or Buyer's attorney. In the event Sellers do not deliver the certificate to Buyer at or before  
279 closing, Sellers acknowledge and agree that Buyer may withhold ten percent (10%) of the Purchase Price and submit  
280 this amount to the Internal Revenue Service, pursuant to Section 1445 of the Internal Revenue Code.

282 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by  
283 Buyer, Seller, and Salespersons and their attorneys, agent, and other parties having interests essential to this  
284 Agreement, of any and all information reasonably necessary to consummate the transaction described in this  
285 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar  
286 documents concerning this property or underlying obligations pertaining thereto.

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Buy-Sell Agreement Land, March 2015

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JMM, BEM  
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287 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is  
288 assumed by Seller through the time of closing unless otherwise specified.

289  
290 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this agreement.

291  
292 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns  
293 of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's  
294 express written consent.

295  
296 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement,  
297 the prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall  
298 determine just.

299  
300 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an  
301 integral part of this Agreement.

302  
303 **FACSIMILE:** The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the  
304 parties' signatures may be used as the original.

305  
306 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments  
307 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other  
308 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the  
309 Seller and Buyer.

310  
311 **COUNTERPARTS:** A copy of this document may be executed by each individual/entity separately, and when each  
312 has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete contract between  
313 the parties.

314  
315 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest  
316 money and things of value held by the Broker, closing agent, or any person or entity holding such money or property,  
317 unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or  
318 closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing  
319 agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of  
320 competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the  
321 cost and fees required for filing such action.

322  
323 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (Check all that apply.)  
324  Sale of Buyer's Property  Back-up Offer  
325  Addendum for Additional Provisions  
326  Water Rights Acknowledgement  
327  \_\_\_\_\_  
328

329 **RELATIONSHIP CONFIRMATION:** The parties to this agreement confirm that the real estate licensees identified  
330 hereafter have been involved in this transaction in the capacities indicated below and the parties have previously  
331 received the required statutory disclosures setting forth the licensees duties and the limits of their obligations to each  
332 party:

333  
334 Gerald (Jerry) Luderman of Village Square Realty  
335 (name of licensee) (name of Brokerage company)  
336 is acting as  Seller's Broker/Salesperson;  Dual Broker/Salesperson;  Statutory Broker.

337  
338 Gerald E Luderman of Village Square Realty  
339 (name of licensee) (name of Brokerage company)  
340 is acting as  Buyer's Broker/Salesperson;  Dual Broker/Salesperson;  Statutory Broker;  
341  Seller's Broker/Salesperson (includes Seller's Sub-Broker or Salesperson).

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Page 6 of 7 [Signature]  
Seller's Initials

342 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that he/she has examined the real and personal property,  
343 that Buyer enters into this Agreement in full reliance upon his/her independent investigation and judgement, that prior  
344 verbal representations by the Seller or Seller's agent or representatives do not modify or affect this Agreement, and  
345 that by signing this Agreement Buyer acknowledges having read and understood this entire Agreement.

346  
347 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set  
348 forth in the above offer and grant to said Salesperson until (date) April 15, 2015  
349 at 5:00  a.m.  p.m. (Mountain Time) to secure Seller's written acceptance, whether nor not that  
350 deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer being  
351 notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically  
352 withdrawn.

353 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic  
354 means in accordance with the Montana Uniform Electronic Transaction Act.

355  
356 **I/WE HEREBY ACKNOWLEDGE** receipt of a copy of this Agreement bearing my/our signature(s).

357 Buyer's Address: P.O. Box 158 City Whitefish

358  
359 State MT, Zip Code 59937

360  
361 Buyer's Name Printed: City Of Whitefish

362  
363 Dated this 19th day of February, 2016 at 1:05  am  pm (Mountain Time).

364  
365 Charles C. Stevens City Manager

366 (Buyer's Signature) (Buyer's Signature)

367  
368  
369 **OFFER PRESENTATION:** This offer was presented to the Seller(s) on

370  
371 Date: \_\_\_\_\_ Time \_\_\_\_\_  am  pm By: \_\_\_\_\_  
(Signature of person presenting the offer)

372  
373 **SELLER'S COMMITMENT:** I/We agree to sell and convey to Buyer the above-described Property on the terms  
374 and conditions herein above stated. I/We acknowledge a receipt of a copy of this Agreement bearing my/our  
375 signature(s) and that of the Buyer(s) named above.

376  
377 Seller's Address: PO BOX 603 City Whitefish

378  
379 State MT, Zip Code 59937

380  
381 Seller's Name Printed: Howard A. Murr & Bonnie Murr

382  
383 Dated this \_\_\_\_\_, at \_\_\_\_\_  am  pm (Mountain Time).

384  
385 Howard A. Murr Bonnie Elaine Murr

386 (Seller's Signature) Howard A. Murr & Bonnie Murr (Seller's Signature)

387  
388 **ACTION TAKEN, IF OTHER THAN ACCEPTANCE:**

389  
390 I/We acknowledge receipt of this Agreement bearing my/our initial(s) and the signature(s) of the Buyer(s) named  
391 above.

392  
393  Rejected by Seller \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  Modified per Attached Counter \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
394 Seller's Initials Date Seller's Initials Date

**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days  
as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be  
performed on the next business day.

City of WF Hiking Trail Easement/Iron Horse Hiking Trail = ~1 mile (Flathead Land Trust Conservation Easement 80 acre parcel)

**Proposed Whitefish Trail -Haskill Basin- WT Trailhead, Trail, BLA December 2015**

**Existing Trail Easement**

**Proposed Whitefish Trail Corridor (Iron Horse)**

F H Stoltze Proposed Conservation Easement (FWP 3,020 acres)

**Boundary Line Adjustment (~0.54 acres to encompass trail corridor)**

**City of WF Water Treatment Facility**

**Murr Property (~16 acres)**

**Proposed Whitefish Trail Corridor (~0.5 miles)**

**Private Property**

**Existing Fenceline**

**Reservoir Rd**

**Proposed Trailhead**

Murdock Conservation Easement (TNC -160 acres)



1 inch = 250 feet

RELATIONSHIPS/CONSENTS IN REAL ESTATE TRANSACTIONS  
(COMBINED EXPLANATION AND DISCLOSURE)

Definition of Terms and Description of Duties



1 A "Seller Agent" is obligated to the Seller to:  
2 ● act solely in the best interests of the seller, except that a seller agent, after written disclosure to the seller and  
3 with the seller's written consent, may represent multiple sellers of property or list properties for sale that may  
4 compete with the seller's property without breaching any obligation to the seller:  
5 ● obey promptly and efficiently all lawful instructions of the seller;  
6 ● disclose all relevant and material information that concerns the real estate transaction and that is known to  
7 the seller agent and not known or discoverable by the seller unless the information is subject to confidentiality  
8 arising from a prior or existing agency relationship on the part of the seller agent with a buyer or another seller;  
9 ● safeguard the seller's confidences;  
10 ● exercise reasonable care, skill, and diligence in pursuing the seller's objectives and in complying with the  
11 terms established in the listing agreement;  
12 ● fully account to the seller for any funds or property of the seller that comes into the seller agent's  
13 possession; and  
14 ● comply with all applicable federal and state laws, rules, and regulations.

16 A "Seller Agent" is obligated to the Buyer to:  
17 ● disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are  
18 known to the seller agent, except that the seller agent is not required to inspect the property or verify any  
19 statements made by the seller;  
20 ● disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of  
21 information regarding adverse material facts that concern the property;  
22 ● act in good faith with a buyer and a buyer agent; and  
23 ● comply with all applicable federal and state laws, rules, and regulations.

25 A "Buyer Agent" is obligated to the Buyer to:  
26 ● act solely in the best interests of the buyer, except that a buyer agent, after written disclosure to the buyer and  
27 with the buyer's written consent, may represent multiple buyers interested in buying the same property or  
28 properties similar to the property in which the buyer is interested or show properties in which the buyer is  
29 interested to other prospective buyers without breaching any obligation to the buyer;  
30 ● obey promptly and efficiently all lawful instructions of the buyer;  
31 ● disclose all relevant and material information that concerns the real estate transaction and that is known to  
32 the buyer agent and not known or discoverable by the buyer, unless the information is subject to confidentiality  
33 arising from a prior existing agency relationship on the part of the buyer agent with another buyer or seller;  
34 ● safeguard the buyer's confidences;  
35 ● exercise reasonable care, skill, and diligence in pursuing the buyer's objectives and in complying with the  
36 terms established in the Buyer/Broker agreement;  
37 ● fully account to the buyer for any funds or property of the buyer that comes into the buyer agent's  
38 possession; and  
39 ● comply with all applicable federal and state laws, rules and regulations.

41 A "Buyer Agent" is obligated to the Seller to:  
42 ● disclose any adverse material facts that are known to the buyer agent and that concern the ability of the  
43 buyer to perform on any purchase offer;  
44 ● disclose to the seller or the seller agent when the buyer agent has no personal knowledge of the veracity of  
45 information regarding adverse material facts that concern the buyer;  
46 ● act in good faith with a seller and a seller agent; and  
47 ● comply with all applicable federal and state laws, rules and regulations.

49 DUAL AGENCY IF A SELLER AGENT IS ALSO REPRESENTING A BUYER, OR A BUYER AGENT IS ALSO  
50 REPRESENTING A SELLER WITH REGARD TO A PROPERTY, THEN A DUAL AGENCY RELATIONSHIP MAY  
51 BE ESTABLISHED. IN A DUAL AGENCY RELATIONSHIP, THE DUAL AGENT IS EQUALLY OBLIGATED TO BOTH  
52 THE SELLER AND THE BUYER. THESE OBLIGATIONS MAY PROHIBIT THE DUAL AGENT FROM ADVOCATING  
53 EXCLUSIVELY ON BEHALF OF THE SELLER OR BUYER AND MAY LIMIT THE DEPTH AND DEGREE OF  
54 REPRESENTATION THAT YOU RECEIVE. A BROKER OR A SALESPERSON MAY NOT ACT AS A DUAL AGENT  
55 WITHOUT THE SIGNED, WRITTEN CONSENT OF BOTH THE SELLER AND THE BUYER.

Initial CCS

58 A "Dual Agent" is obligated to a Seller in the same manner as a seller agent and is obligated to a buyer in the  
59 same manner as a buyer agent, except that a dual agent:

- 60 ● has a duty to disclose to a buyer or seller any adverse material facts that are known to the dual agent  
61 regardless of any confidentiality considerations; and
- 62 ● may not disclose the following information without the written consent of the person whom the information  
63 is confidential:
  - 64 (i) the fact that the buyer is willing to pay more than the offered purchase price;
  - 65 (ii) the fact that the seller is willing to accept less than the purchase price that the seller is asking  
66 for the property;
  - 67 (iii) factors motivating either party to buy or sell; and
  - 68 (iv) any information that a party indicates in writing to the dual agent is to be kept confidential.

70 A "Statutory Broker" is not the agent of the Buyer or Seller but nevertheless is obligated to them to:

- 71 ● disclose to:
  - 72 (i) a buyer or a buyer agent any adverse material facts that concern the property and that are  
73 known to the statutory broker, except that the statutory broker is not required to inspect the  
74 property or verify any statements made by the seller; and
  - 75 (ii) a seller or a seller agent any adverse material facts that are known to the statutory broker and  
76 that concern the ability of the buyer to perform on any purchase offer;
- 77 ● exercise reasonable care, skill, and diligence in putting together a real estate transaction, and
- 78 ● comply with all applicable federal and state laws, rules and regulations.

80 An "Adverse material fact" means a fact that should be recognized by a broker or salesperson as being of  
81 enough significance as to affect a person's decision to enter into a contract to buy or sell real property and may be  
82 a fact that:

- 83 (i) materially affects the value, affects structural integrity, or presents a documented health risk to  
84 occupants of the property; and
- 85 (ii) materially affects the buyer's ability or intent to perform the buyer's obligations under a proposed or  
86 existing contract.

87 "Adverse material fact" does not include the fact that an occupant of the property has or has had a communicable  
88 disease or that the property was the site of a suicide or felony.

90 **Disclosures/Consents**

91 The undersigned Broker or Salesperson hereby discloses the relationship(s) as checked below, and the undersigned  
92 Seller or Buyer acknowledges receipt of such disclosure(s) and consents to the relationship(s) disclosed.

94 Check all the Applicable Relationship(s):

- 96  Seller Agent  Buyer Agent
- 97  By checking this box, the undersigned consents  By checking this box, the undersigned consents to
- 98 to the Broker or Salesperson representing the Broker or Salesperson representing multiple
- 99 multiple sellers of property that may compete buyers interested in buying the same property or
- 100 with the Seller's property properties similar to the property in which the
- 101 buyer is interested or showing properties in which
- 102  Statutory Broker the buyer is interested to other prospective buyers,
- 103 at the same time.
- 105  Dual Agent (by checking this box, the undersigned
- 106 consents to the Broker or Salesperson acting as a dual
- 107 representative.)

110 \_\_\_\_\_ Date \_\_\_\_\_  
 111 Broker and/or Salesperson

114 Charles C. Stearns 12/17/15  
 115  Seller  Buyer City Manager Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as  
 except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on  
 the \_\_\_\_\_ next \_\_\_\_\_ business \_\_\_\_\_ day.

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 Agency Disclosure, January 2014

Page 2 of 2

COMMISSION AGREEMENT



1 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD
2 OWNER IS ADVISED TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL.

4 Parties:

5 Seller(s) PURCHASER CITY OF WHITEFISH
6 Brokerage Firm VILLAGE SQUARE REALTY

8 PROPERTY: Legal Description: Approximately 1/2+- acre triangular shaped parcel on NE
9 corner of tr 1C & T7 in NE4 SE4 TR 4B & TR 7A in SE4 NB4 Exact legal to be surveyed before closing

10 Commonly known as Nhn Reservoir Road City of Whitefish
11 County of Flathead ST MT Zip 59937

12 The following items are to be left upon the premises as part of the property purchased: electrical, plumbing,
13 and heating fixtures, wood stoves, built-in appliances, screens, storm doors, storm windows, curtain rods,
14 and hardware, attached floor coverings, T.V. antenna, air cooler or conditioner, garage door openers and
15 controls, attached fireplace equipment, mailbox, trees, shrubs and all fixtures, except:

16

19 The following personal property is also included as part of the property offered for sale for said price:
20

22 License Disclosure: Brokerage Firm operates a real estate brokerage business and the undersigned
23 brokers and/or salespersons are licensed by the State of Montana as real estate brokers or real estate
24 salespersons.

26 Buyer: Subsequent to entry into this Commission Agreement, Brokerage Firm intends to present the Seller
27 with a signed, written purchase offer from a Buyer. All references to the term Buyer refer to the Buyer
28 identified in such purchase offer.

A DUAL AGENT

30 Buyer's Agent: Brokerage Firm is the agent for the Buyer, who desires to make an offer to purchase the
31 Property. Neither Brokerage Firm, Broker or Salesperson are the agent for the Seller and this Commission
32 Agreement is not a listing contract and does not create an agency relationship between Brokerage Firm,
33 and the Seller. The Seller is encouraged to seek his or her own legal counsel or representation.

35 SPECIAL PROVISIONS:

36

42 Agreement to Pay Commission: In the event the Buyer and Seller enter into a written agreement for the
43 sale and purchase of the Property, during the term of this Agreement, Seller agrees to pay Brokerage
44 Firm a commission equal to 6 percent of the sales price, or a flat fee of
45 Said commission shall be payable upon the earlier of closing of such agreement or upon the Seller's default
46 on such agreement. If such agreement does not close, other than as a result of the Seller's default, Seller
47 shall not owe Brokerage Firm a commission. If within 60 days of the expiration or termination of
48 this Agreement, the Seller enters into an agreement to sell or does sell the Property to the Buyer, the Seller
49 shall immediately pay Brokerage Firm the commission as set forth above. Seller authorizes the closing
50 agent to directly disburse the commission to Brokerage Firm.

- 100 k. That the Owner has read, understood and received a signed copy of this Agreement,  
 101 and fully understands that this Commission Agreement is not a listing agreement, and  
 102 that neither Brokerage Firm, Broker or Salesperson are acting as the Seller's Agent,  
 103 but rather are the agent for the Buyer.  
 104 i. Seller hereby affirms that Seller is not a party to a current, valid exclusive agreement to  
 105 provide the same type of real estate services as set forth above.  
 106

107 **Fair Housing:** The Civil Rights and Fair Housing Laws of the United States and Montana prohibit housing  
 108 discrimination on the basis of race, religion, sex, national origin, color, handicap, familial status, marital  
 109 status, age and creed. All parties to this contract shall deal in a free and open manner according to  
 110 said law.  
 111

112 **General Provisions:** This Agreement is binding upon the heirs, successors, and assigns of each of the  
 113 parties hereto. This Agreement may not be amended, absent the signed, written consent of both Seller  
 114 and Brokerage Firm. In any action brought by the Seller or Brokerage Firm to enforce any of the terms  
 115 of this Agreement, the prevailing party in such action shall be entitled to such reasonable attorney fees as  
 116 the court or arbitrator shall determine just.  
 117

118 The parties hereto, all agree that the transaction contemplated by this document may be conducted by  
 119 electronic means in accordance with the Montana Uniform Electronic Act.  
 120

122 Village Square Realty  
 123 Brokerage Firm  
 124  
 125 \_\_\_\_\_  
 126 Signature of Broker Date  
 127  
 128 \_\_\_\_\_  
 129 Signature of Salesperson Date  
 130 Gerald (Jerry) Luderman  
 131  
 132 \_\_\_\_\_  
 133 (406) 862-3541  
 134 Phone Number  
 135  
 136  
 137

PURCHASERS City of Whitefish  
 \_\_\_\_\_  
 Seller's Name  
 Purchaser  
 \_\_\_\_\_  
 Signature of Seller Howard A. Murr & Bonnie Murr Date  
Buyer's City Manager  
 \_\_\_\_\_  
 Signature of Seller Date  
 \_\_\_\_\_  
 Seller's Mailing Address  
P.O. Box 158 Whitefish, MT 59537  
Buyer's  
406-863-2406  
 \_\_\_\_\_  
 Seller's Phone

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

Purchaser's

51 Term: This Commission Agreement shall commence on the 18th day of December, 2015 and  
52 expire on the \_\_\_\_\_ day of CLOSING DATE, \_\_\_\_\_. Expiration or termination of this Agreement, while  
53 a purchase agreement is pending shall not relieve the Seller of paying the commission as set out in this  
54 Agreement.

55

56 **Seller Representations:** The Seller represents as follows:

57

- 58 a. Seller is the owner of and has the unrestricted right to sell the Property;  
59 b. Title to the Property is marketable and is free and clear of all encumbrances, except zoning  
60 ordinances, building and use restrictions, reservations in federal patents, easements of  
61 record, special improvement or rural improvement district assessments, real property taxes  
62 and those liens and encumbrances, which are to be discharged upon sale of the Property;  
63 c. The Property and its improvements, including without limitation its structural components,  
64 equipment, appliances, heating, cooling, water, electrical, and sanitary systems, are in  
65 good working condition, except as follows:

66

67

68

- 69 d. If the property is inhabitable real property, as defined by Montana Code Annotated  
70 §75-3-602, the Seller represents that to the best of his knowledge that the Property  has  
71  has not been tested for radon gas and/or radon progeny and that the Property  
72  has  has not received mitigation treatment for radon gas and/or radon progeny;

- 73 e. If the property is inhabitable real property, as defined by the Montana Mold Disclosure  
74 Act, the Seller  has  has no knowledge that the building(s) on the property have mold  
75 present. If Seller knows a building located on the property has been tested for mold,  
76 Seller agrees to provide the Buyer a copy of the results of that test (if available) and  
77 evidence of any subsequent mitigation or treatment.

- 78 f. If the Property includes a residential dwelling, as defined by 42 U.S.C. §4851b, which was  
79 built before 1978, Seller  has  has no knowledge of lead-based paint and/or  
80 lead-based paint hazards on the property. (If Seller has knowledge of lead-based paint  
81 and/or lead-based paint hazards on the property he agrees to provide all pertinent  
82 reports and records concerning his knowledge and to fully cooperate with the making of the  
83 required disclosures.) Brokerage Firm has advised the Seller of his obligations under  
84 42 U.S.C. §4852 to make lead-paint disclosures and Brokerage Firm's obligation to ensure  
85 that the Seller satisfies this obligation;

- 86 g. If the property is inhabitable real property, the Seller represents to the best of Seller's  
87 knowledge that the Property  has  has not been used as a clandestine  
88 Methamphetamine drug lab and that the Property  has  has not been remediated.  
89 Moreover, the Seller  has  has not submitted documentation to MDEQ that the  
90 property  has  has not been remediated; or the seller  has  has not submitted  
91 documentation to MDEQ that the Property meets the applicable decontamination standards  
92 without needing any further decontamination.

- 93 h. That Seller will fully cooperate with Brokerage Firm in regard to providing information  
94 concerning the Property and that all information given by the Seller is or shall be true,  
95 accurate and complete;

- 96 i. That the Seller will provide reasonable access to the Property for Brokerage Firm, the  
97 Buyer and their designees for the purposes of showing, inspections, and appraisals;

- 98 j. That the Seller has received Relationships in Real Estate Transactions (Combined  
99 Explanation and Disclosure); and

P 404 115-85

# Village Square Realty



BUS. 406-862-3541  
CELL 406-253-3541  
vsrealty@bresnan.net



411 Spokane Avenue  
Whitefish MT 59937  
www.vsrwhitefish.com

BUY-SELL AGREEMENT (Land)



1 This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally
2 binding contract. If not understood, seek competent advice.

4 Date: 12/17/2015
5 City of Whitefish

6 [ ] joint tenants with rights of survivorship. [ ] tenants in common. [X] single in his/her own right. [ ] Other
7 (hereinafter called "Buyer") agrees to purchase, and the Seller agrees to sell the following described real
8 property (hereinafter referred to as "Property"), commonly known as

9 Nhn Reservoir Road
10 59937 in the City of Whitefish, County of Flathead

11 Montana, legally described as:
12 approximately 1/2 +-acre triangular shaped parcel on NE corner of Tr 1C & T7
13 In NE4 SE4 TR 4B & TR 7A IN SE4 NE4 Exact Legal to be provided by survey
14 before closing date (see attached map)

15 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
16 appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except:

19 PERSONAL PROPERTY: The following items of personal property, free of liens and without warranty of condition, are
20 included and shall be transferred by the bill of sale:

23 PURCHASE PRICE AND TERMS:

24 Total purchase price is Fourteen Thousand

25 U.S. Dollars (\$ 14,000.00 ) payable as follows:

26 \$ 1,000.00 earnest money to be applied at closing.

27 \$ 13,000.00 as additional cash payment, payable on or before closing.

28 \$ balance of the purchase price will be financed as follows:

29 [ ] Conventional [ ] Other Financing [ ] Seller Financing [ ] Assumption [ ] Home equity

43 CLOSING DATE: The date of closing shall be (date) JANUARY 28, 2016 (the "Closing Date"). The parties may,
44 by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The
45 Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in
46 accordance with this Agreement. If third party financing is required by the terms of this Agreement (including
47 assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not
48 more than 5 days to accommodate delays attributable solely to such third party financing.

50 POSSESSION: Seller shall deliver to Buyer possession of the property and allow occupancy:
51 [ ] when the closing agent is in receipt of all required, signed documents and all funds necessary
52 for the purchase; OR
53 [X] on the date of recording the deed, notice of purchaser's interest, OR
54 [ ]

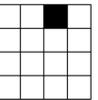
55 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door openers,
56 and Homeowner's Association facilities, if applicable.

57 Seller's Initials: CCS
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Buy-Sell Agreement (Land), March 2015
Page 1 of 2
Seller's Initials: BE

OWNERS: NxGEN INTERNATIONAL, INC. -  
 FOR: CTA ARCHITECTS  
 BY: THOMAS, DEAN AND HOSKINS, INC.  
 450 CORPORATE DRIVE - SUITE #101  
 KALISPELL, MT. 59901  
 PHONE: (406) 751-5246  
 DATE: DECEMBER, 2015

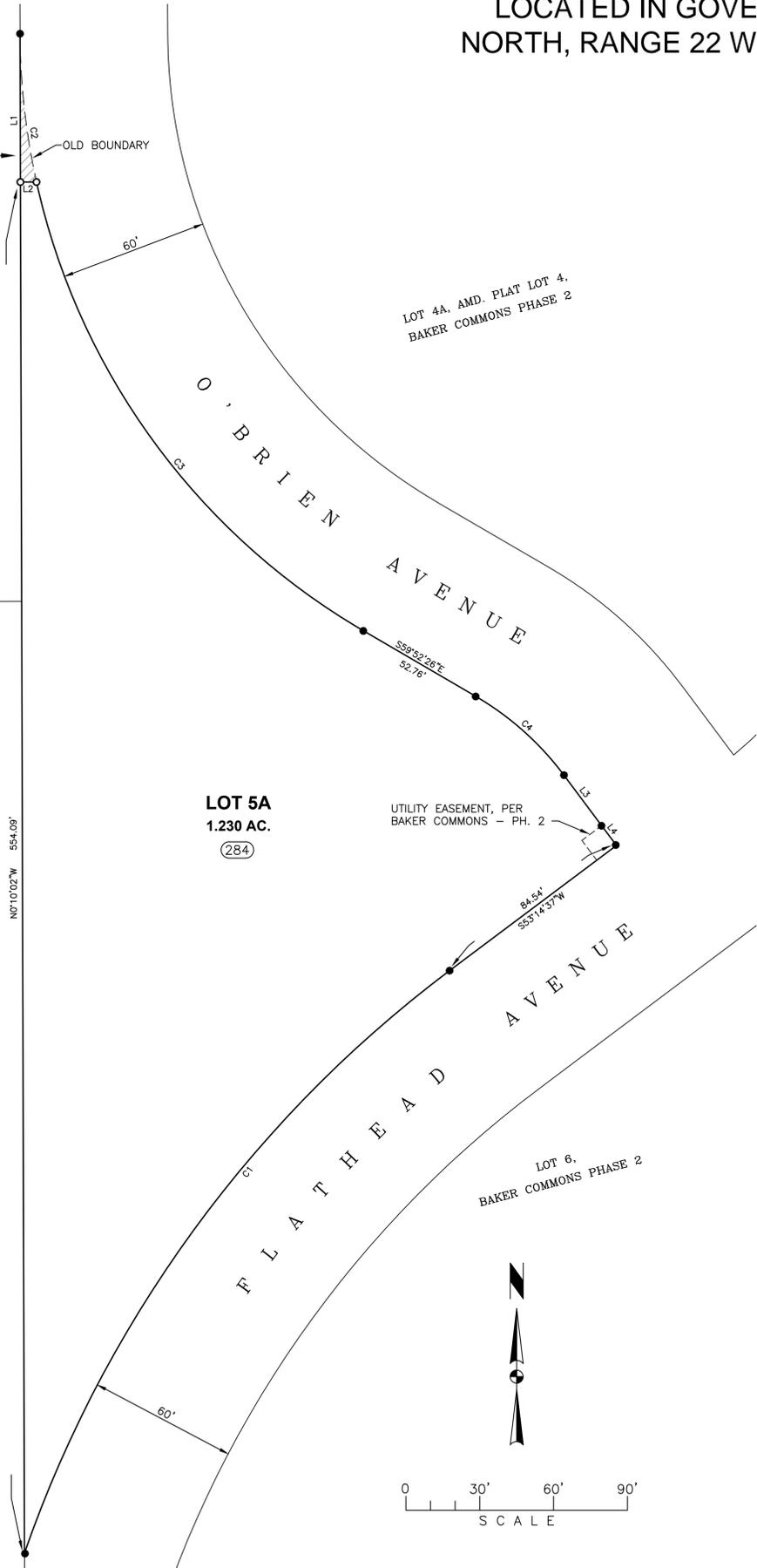
# AMENDED PLAT OF LOT 5 OF THE PLAT OF BAKER COMMONS - PHASE 2

LOCATED IN GOVERNMENT LOT 2, SECTION 1, TOWNSHIP 30  
 NORTH, RANGE 22 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.



**ROAD DEDICATION**  
 0.003 AC.

PARCEL B,  
 C.O.S. 10635



### CERTIFICATE OF DEDICATION

I, the undersigned property owner, do hereby certify that I have caused to be surveyed, subdivided, and platted into lots and streets, as shown by the plat hereunto included, the following described tract of land, to wit:

A tract of land located in Government Lot 2, Section 1, Township 30 North, Range 22 West, P.M.M., Flathead County, Montana, being more particularly described as follows:

Lot 5 of the Plat of Baker Commons - Phase 2, records of Flathead County, containing 1.233 acres.

The above described tract of land is to be known and designated as the Amended Plat of Lot 5 of the Plat of Baker Commons - Phase 2, and the lands included in all streets shown on this plat are hereby granted and donated to the use of the public forever.

### OWNER'S CERTIFICATE

The undersigned hereby certifies that this division of land is not subject to review as a subdivision, per 76-3-201(1)(h) MCA, which excludes divisions created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter.

The undersigned further certifies that Lot 5A is not subject to sanitary review, per ARM 17.36.605(2)(b), which excludes "a parcel that has a previous approval issued under Title 76, chapter 4, part 1, MCA, if: (i) no facilities other than those previously approved exist or will be constructed on the parcel; and (ii) the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, MCA".

NxGen International, Inc.

By: Thomas P. Nitopi  
 TITLE: CEO of NxGen International, Inc.

State of \_\_\_\_\_)

County of \_\_\_\_\_) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ before me, the undersigned, a Notary for the State of \_\_\_\_\_ personally appeared Thomas P. Nitopi known to me to be the person(s) whose name(s) is(are) subscribed to this instrument, and acknowledged to me that they executed the same.

My commission expires \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

Residing at \_\_\_\_\_

### CERTIFICATE OF CITY COUNCIL

The City Council of Whitefish, Montana does hereby certify that it has examined this subdivision plat and having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Necile Lorang, City Clerk

\_\_\_\_\_  
 John Muhfield, Mayor

LINE LABEL		
LINE #	BEARING	DISTANCE
L1	N0°10'02"W	59.99'
L2	S89°53'11"E	6.51'
L3	S36°56'16"E	25.58'
L4	S36°56'16"E	10.00'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	500.00'	33°57'12"	296.30'	S36°16'01"W	291.98'
C2	280.00'	12°22'43"	60.49'	S6°21'24"E	60.38'
C3	280.00'	47°19'41"	231.29'	S36°12'35"E	224.77'
C4	120.00'	23°00'00"	48.17'	S48°22'26"E	47.85'

### LEGEND

- FND. 2" ALUM. CAP "J. SMITH 14739LS"
- SET 5/8" REBAR W/CAP "9525LS"
- BOUNDARY- SUBJECT PROPERTY
- BOUNDARY- ADJACENT PROPERTY
- - - - OLD PROPERTY BOUNDARY
- (284) STREET ADDRESS- FLATHEAD AVENUE

### CERTIFICATE OF SURVEYOR

REGISTRATION NO. 9525 LS

APPROVED \_\_\_\_\_, 20\_\_\_\_

EXAMINING LAND SURVEYOR REG. NO. \_\_\_\_\_

STATE OF MONTANA SS  
 COUNTY OF FLATHEAD

FILED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

TIME: \_\_\_\_\_

CLERK AND RECORDER

BY: \_\_\_\_\_  
 DEPUTY

RECEPTION NO. \_\_\_\_\_



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

This Form is for Subdivisions Only

BY : TD&H

FOR : GRG DEVELOPMENT, LLC

DATE : 1/6/16

DESCP : BAKER COMMONS PH 2 AMD L5 PURPOSE : BDY ADJ  
 (1-30-22)

YEARS

ASSESSOR #

2012 THRU 2015

0504433

\_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

JAN 15 2016

*Jody Workman*

Deputy Treasurer





December 31, 2015

Doug Peppmeier, PE  
TD&H Engineering  
450 Corporate Drive, Suite 101  
Kalispell, Montana 59901

Re: Amended Plat for Lot 5 of Baker Commons, Phase 2

Doug:

The City of Whitefish has reviewed and approved Amended Plat for Lot 5 of Baker Commons, Phase 2. Feel free to call me at (406) 863-2455 if you have any questions.

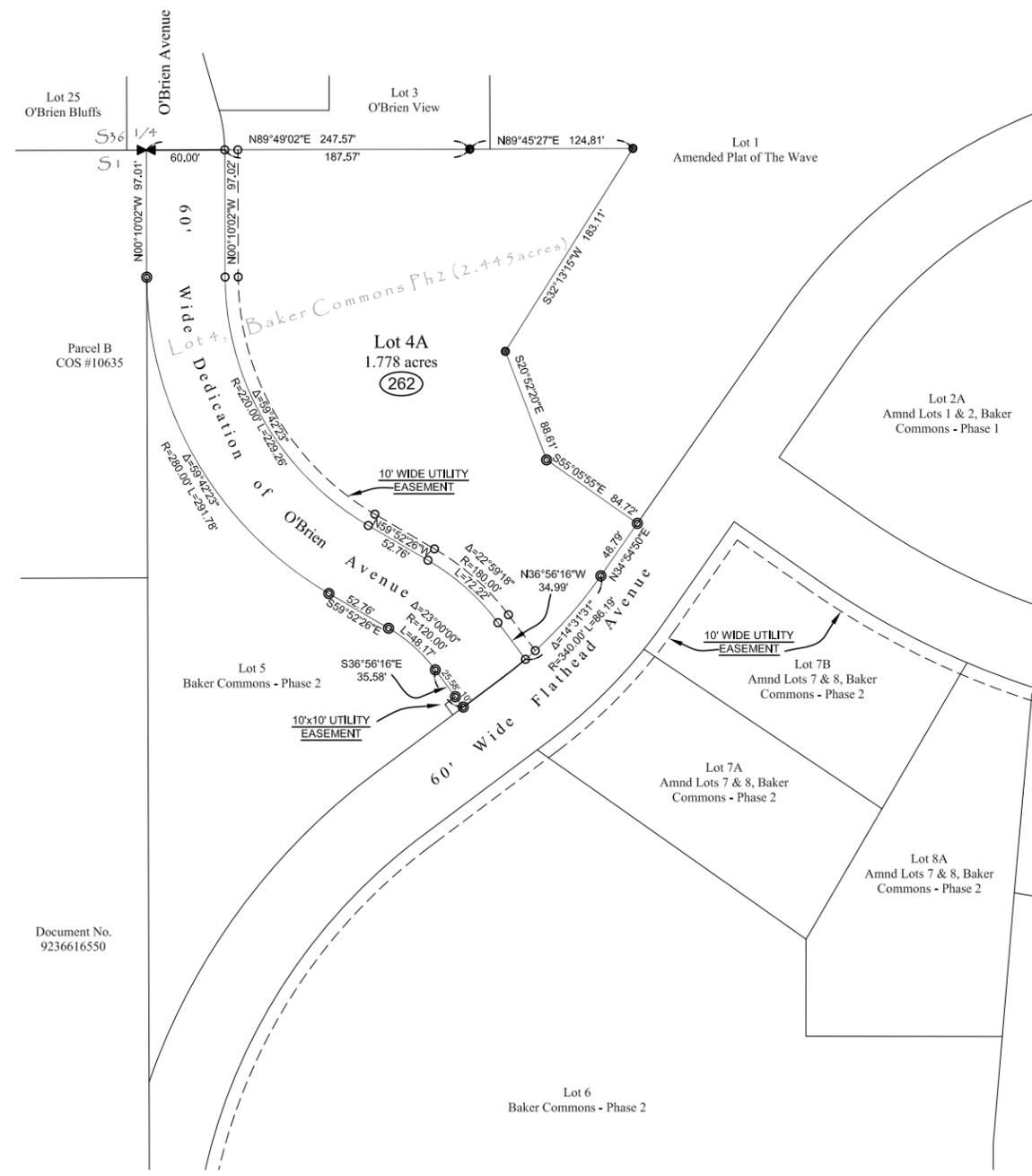
Sincerely,

A handwritten signature in black ink, appearing to read "Craig C. Workman". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

**AMENDED PLAT OF**  
**Lot 4, Baker Commons - Phase 2**  
 Located in the Government Lot 2, Section 1, Township 30 North, Range 22 West, P.M.,M.,  
 Flathead County, Montana

1/4	SEC.	T.	R.
1	30N	22W	
Principal Meridian, Montana Flathead County			



**CERTIFICATE OF DEDICATION**  
 I, the undersigned property owner, do hereby certify that I have caused to be surveyed, subdivided and platted into lots, blocks, streets and alleys, as shown by the plat hereto annexed, the following described land in Flathead County, Montana, to-wit:

A tract of land in Government Lot 2, Section 1, Township 30 North, Range 22 West, P.M.,M., Flathead County, Montana, being more particularly described as follows:

Lot 4, Baker Commons - Phase 2, records of Flathead County, Montana, containing 2.445 acres of land, more or less.

Subject to and together with all appurtenant easements of record.

The above described tract of land is to be known and designated as the Amended Plat of Lot 4, Baker Commons - Phase 2, and the lands included in all streets shown on said plat are hereby granted and donated to the use of the public forever.

**OWNER CERTIFICATION**  
 I hereby certify that this division is created for rights-of-way or utility sites. A subsequent change in the use of the land to a residential, commercial, or industrial use is subject to the requirements of this chapter, pursuant to M.C.A. 76-3-201(1)(h).

I hereby certify that Lot 4A is excluded from sanitation review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(b) as a parcel that has a previous approval issued under Title 76, chapter 4, part 1, M.C.A. if: (i) no new facilities other than those previously approved exist or will be constructed on the parcel; and (ii) the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, M.C.A..

For: \_\_\_\_\_ Date \_\_\_\_\_  
 Whitefish Community Aquatic and Health Center

STATE OF MONTANA  
 County of Flathead  
 This instrument was signed before me on \_\_\_\_\_  
 by \_\_\_\_\_  
 Print name of signer(s)

Notary Signature \_\_\_\_\_  
 \*Affix seal/stamp as close to signature as possible.

**CERTIFICATE OF CITY COUNCIL**  
 The City Council of the City of Whitefish, Montana, does hereby certify that it has examined this subdivision plat and, having found the same to conform to law, approves it, and hereby accepts the dedication to public use of any and all lands shown on this plat as being dedicated to such use, this \_\_\_ day of \_\_\_\_\_, 201\_ at \_\_\_\_\_ o'clock.

\_\_\_\_\_  
 Necile Lorang, City Clerk  
 \_\_\_\_\_  
 John Muhlfeld, Mayor

**CERTIFICATE OF SURVEYOR**  
 \_\_\_\_\_  
 Jason M. Smith  
 Montana Reg. No. 14739LS

APPROVED: \_\_\_\_\_, 201\_  
 EXAMINING LAND SURVEYOR  
 REG. NO. \_\_\_\_\_  
 STATE OF MONTANA)  
 FLATHEAD COUNTY ) SS.  
 FILED ON THE \_\_\_ DAY OF \_\_\_\_\_, 201\_  
 AT \_\_\_\_\_ O'CLOCK \_\_M.  
 COUNTY CLERK AND RECORDER  
 DEPUTY  
 INSTRUMENT REC. NO. \_\_\_\_\_

- LEGEND:**
- ▲ Found 4"x4" concrete post
  - Found 5/8" rebar with yellow plastic cap "9525LS"
  - Found 5/8" rebar with 2" aluminum cap "J. SMITH 14739LS"
  - Set 5/8" rebar with 2" aluminum cap "J. SMITH 14739LS"
  - - - Utility Easement
  - (262) Street Address

\*All measured dimensions are equal to recorded dimensions per the plat of Baker Commons - Phase 2

OWNERS: City of Whitefish

PURPOSE: Street Right-of-Way

RPA  
 802 CUSTER AVENUE  
 HELIUM, MT 59901 (406) 441-0300  
 102 COOPERATIVE WAY, SUITE 300  
 POLARIS, MT 59903 (406) 756-0000

FILENAME: Plat-AmndBkrComms.dwg DATE: November, 2015 1 OF 1

Mayor Hildner said he was there and agreed it was successful and thanked Manager Stearns for all his time and effort spent on that project to help make it so successful.

**c) Resolution No. 15-40; A Resolution approving an amendment to the I.A. O'Shaughnessy Cultural Arts Center Building Lease between the City and the Whitefish Theatre Company (p. 62) (CD 36:50)**

Manager Stearns said the proposed amendment to the aforementioned lease has been brought about subsequent to the City's construction of public restrooms attached to the south side of the O'Shaughnessy Center last year. The executive director of the O'Shaughnessy Center has been concerned with increased utility costs. The hours of operation of the restrooms (until 10 pm each night), and their cost of heat, electric, and water and sewer has increased. Earlier this year the City paid the first six month-pro-ration of the utility bills, and have since estimated a pro-ration for a full year of utilities for the bathrooms at an annual cost of \$2,400. Manager Stearns said that is about the same as the annual water bill for the entire Center, so he suggested to Gayle MacLaren, WCT Executive Director, that the City takes over paying their annual water. Director MacLaren took that proposal to their Board, and the Board has approved it. The amended lease provides that the City will take over paying the monthly water bills for the entire O'Shaughnessy Center and WCT will continue paying for the natural gas, electricity, and sewer/garbage for the entire building. In answer to a question from Councilor Frandsen, Manager Stearns didn't think the WCT's current expansion includes additional bathrooms or fixtures; but all improvements to the building must be reviewed and approved by Council, because it is the City's building.

**Councilor Fitzgerald made a motion, second by Councilor Frandsen, to approve Resolution No. 15-40; A Resolution approving an amendment to the I.A. O'Shaughnessy Cultural Arts Center Building Lease between the City and the Whitefish Theatre Company. The motion passed unanimously.**

**10. COMMUNICATION FROM MAYOR AND CITY COUNCILORS (CD 42:10)**

**a) Letter from Brad Seaman, Chair of the WAVE Board of Directors, regarding donation of private portion of O'Brien Avenue to the City (p. 75)**

Brad Seaman addressed the Council. The letter from the WAVE Board was enclosed in the packet and he said he would answer any questions from Council. Manager Stearns offered to report some history of the property that led up to the WAVE request. Manager Stearns noted for the Council and the public's benefit; under the City's lease and agreement with the WAVE, the City Manager is a permanent member on their board, and he is also representing the City's interest in this issue as City Manager. The subject property is one that had gone through the preliminary plat process, subdividing this Lot 4 into three lots, and the infrastructure, the south end of O'Brien Avenue, was put in place. Before the developer could get the final plat, the property was taken over by the bank and subsequently sold and purchased by The WAVE. Now The WAVE owns a lot which includes a public roadway, is used by the public, and would be in the City's and the public's best interest to keep it a public road and not have it closed off due to private ownership. It is a major connecting access to western and northwestern Whitefish. The WAVE also sees it as a liability issue. An aerial photograph is on page 82 in the packet and Manager Stearns put it up on the overhead screens, which clearly showed the boundary of the lot purchased by The WAVE, and shows O'Brien Avenue traversing along and inside the westerly boundary of their lot. It is the City's policy to accept roads only if they are compliant with City Standards. The road was built to City Standards with sidewalks, sod and street trees; but the sod and trees have died, and the street

lighting was never completed. This road, however, seems to have special circumstances and it is a privately owned street being used by the public. It is possible that The WAVE could decide to resell the lot to a new owner who might decide to dig up the street and sidewalks and it would be closed to the public, or The WAVE could decide to close it. Manager Stearns asked, and Interim Fire Chief Page agreed it is an important emergency route and safer than traveling up Baker Avenue which continues to receive heavy traffic. Estimates for the City to bring the road up to Standards run between \$45,000 and \$60,000, but that could be less as four used light poles have already been donated and installed; so possibly bringing it up to Standards would be only about \$10,000 to \$15,000 and it would come out of the Tax Increment Fund. Manager Stearns felt it is The WAVE's intention to give the City all the right and responsibility of the right-of-way; it will be up to the City to maintain new trees, sod, and sidewalk. Brad Seaman said the Board wants to give this right-of-way to the City, it is of better benefit to the City than to keep it under private ownership. Manager Stearns said it was intended, at development, to become public right-of-way; it just never got to the point of dedication to the public with the final plat.

**Councilor Frandsen made a motion, second by Sweeney, to direct staff to accept, as a gift from The WAVE, that portion of O'Brien Avenue that traverses their Lot 4, and that the City shall bring up that portion of O'Brien Avenue up to City Standards; albeit the cost of improvement becomes a cost to our taxpayers, but it is for the greater good keeping the road accessible to the public.** Manager Stearns said there will be a cost to prepare and plat a boundary line adjustment and Brad Seaman said their Board's motion was to share the cost of surveying. Manager Stearns said the City could initiate that process. **Councilor Frandsen amended the motion to include that The WAVE has agreed to share the cost of surveying; the second of the motion accepted the amendment. The motion, as amended, passed unanimously.**

#### COUNCIL COMMENTS:

Councilor Fitzgerald asked for an update on the County's rezoning the county properties just outside of the City's boundaries. Director Taylor said the County Planning Board is holding a public hearing Wednesday, September 9<sup>th</sup>, on this very issue. He said the County is attempting to either rezone those properties with a current County Zone similar to the Whitefish zone it previously had; and if the County didn't have anything similar to the Whitefish zone, they are creating new County zones as similar as possible, including our Highway Business zone and Resort zones on Big Mountain. Not all of their zones match Whitefish size standards; but several options are being considered. Subject properties have all been notified of the public hearing. He is sure there will be public comment regarding the issues; and staff has submitted comments as well. Councilor Fitzgerald said she has concerned with their treatment of agricultural lands and retail allowed in the Whitefish former WB-2 zone. A second comment from Councilor Fitzgerald was to thank the Parks and Recreation for the new pickleball courts in Memorial Park; she said they are fabulous and getting a lot of use.

Councilor Frandsen said she had a comment from Jan Metzmaker regarding enforcement of the sign code on some A-frame signs downtown designed as reader boards. Jan had reported the non-compliance to the City but they are still being used.

Councilor Sweeney said to Director Taylor that he has heard concerns that the County's stream and waterbody setbacks are not adequate per Fish, Game, Wildlife and Parks standards. Director Taylor said the County has those setbacks in their code but they are not specific to zoning districts. He can bring up the issue, but it is not specific to the current public hearing they have

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



March 1, 2016

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

Re: Final Plat for Whitefish Crossing; WFP 16-01

Honorable Mayor and Councilors:

This office is in receipt of a final plat application from Dear Tracks Residences, llc for a 2-lot subdivision located on Highway 93 S. The property is zoned WB-2/WLR-WPUD (Secondary Business District/One-Family Limited Residential District with a Planned Unit Development overlay). The preliminary plat was approved by the Whitefish City Council on August 17, 2015, subject to seven (7) conditions of approval.

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

**COMPLIANCE WITH PRELIMINARY PLAT CONDITIONS OF APPROVAL:**

**Condition 1.** The subdivision shall comply with Title 12 (Subdivision Regulations) and Title 11 (Zoning Regulations) and all other applicable requirements of the Whitefish City Code, except as amended by these conditions.

- Condition met. The final plat conforms to applicable City Codes and the approval granted.

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

- Condition met. The final plat conforms to that approved by the City Council.

**Condition 3.** Street addresses shall be placed on the face of the plat. (Subdivision Regulations, §12-4-20C)

- Condition met. See addresses on face of plat.

**Condition 4.** All easements shall be shown on the face of the plat. (Whitefish Subdivision Regulations, §12-3-11)

- Condition met. See easements on face of plat.

**Condition 5.** The Montana Department of Environmental Quality and the Whitefish Public Works Department shall approve the water and sewer facilities. A separate water and sewer service shall be provided to each lot in accordance with the City of Whitefish's policies and design standards (Whitefish Engineering Standards, Section 4; Whitefish Subdivision Regulations, Appendix C, Finding 4)

- Condition met. See DEQ letter #16-1412 dated 1-15-16 and letter from Public Works Department dated 12-31-15.

**Condition 6.** The following notes shall be placed on the final plat:

- a. That house/business numbers shall be posted on the building in a clearly visible location and shall conform to the current Fire Code, as adopted by the City Council.
- b. Garbage shall be stored in a secure location until the day of pick up or in a bear proof container pursuant to Whitefish City Code §4-2-4A.
- c. All noxious weeds, as described by the Whitefish City Code, shall be removed throughout the life of the development by the recorded property owner. (Whitefish Subdivision Regulations, Appendix D)

- Condition met. See notes on face of plat.

**Condition 7.** The preliminary plat is valid for a period of three years from the date of approval and shall expire on August 17, 2018. (Whitefish Subdivision Regulations, §12-3-8)

- Condition met. The final plat applicant was received prior to its expiration.

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

Sincerely,



Wendy Compton-Ring, AICP  
Senior Planner

Attachments: 2 reproducible mylars of final plat

Final plat application, received 2-22-16  
Letter, applicant, 2-18-16  
Treasurer's Certification, 2-17-16  
Letter, DEQ, EQ #16-1412, 1-15-16  
Letter, DEQ, EQ #16-1411, 1-15-16  
Letter, Public Works Department, 12-31-15  
Title Report, Stewart Title; File No. 61987; Guarantee #G-2222-000065244, 1-21-16  
Consent to Plat, Stockman Bank of Montana, 2-11-16; #201500005076  
Consent to Plat, First Interstate Bank (formerly Mountain West Bank), 2-12-16, #200433712500 & #300607316230

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

c/wo/att: Eric Mulcahy, Sands Surveying 2 Village Loop Kalispell, MT 59901

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

**FINAL PLAT APPLICATION**

Project /Subdivision Name: Whitefish Crossing Subdivision

**Contact Person:**

**Owner & Mailing Address:**

Name: Sands Surveying, Inc

Dear Tracks Residences, LLC

Address: 2 Village Loop

\_\_\_\_\_

Kalispell, MT 59901

\_\_\_\_\_

Phone No.: (406) 755-6481

\_\_\_\_\_

E-mail: eric@sandssurveying.com

\_\_\_\_\_

Date of Preliminary Plat Approval: Preliminary Plat was granted on August 17, 2015.

Type of Subdivision: Residential  Industrial  Commercial  PUD  Other

Total Number of Lots in Subdivision 2 Lots

Land in Project (acres) 4.493Acres

Parkland (acres) N/A Cash-in-Lieu \$ N/A Exempt  Yes

No. of Lots by Type:

Single Family  Townhouse  Mobile Home Park

Duplex  Apartment  Lot 1  Recreational Vehicle Park

Commercial  Lot 2  Industrial  Planned Unit Development

Condominium  Multi-Family

Legal Description of the Property The Amended Plat of Lot 2A of the Amended Plat of Lot 2 of Dear Tracs Subdivision after the filling of this Final Plat, the subdivision will be known as Whitefish Crossing Subdivision.

FILING FEE ATTACHED \$ 1456.00

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

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

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

Attach a letter, which lists each condition of preliminary plat approval, and individually state how each condition has specifically been met. In cases where documentation is required, such as an engineer's certification, State Department of Health certification, etc., original letters shall be submitted. Blanket statements stating, for example, "all improvements are in place" are not acceptable.

A complete final plat application must be submitted no less than **60 days** prior to expiration date of the preliminary plat.

When all application materials are submitted to the Planning & Building Department, and the staff finds the application is complete, the staff will submit a report to the City Council. The Council must act within 30 days of receipt of the revised preliminary plat application and staff report. Incomplete submittals will not be accepted and will not be forwarded to the Council for approval. Changes to the approved preliminary plat may necessitate reconsideration by the Planning Board.

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

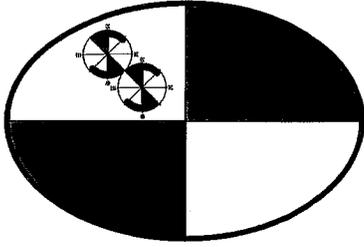
**\*\*NOTE: Please be advised that the County Clerk & Recorder and the City of Whitefish request that all subdivision final plat applications be accompanied with digital copies.**

  
 \_\_\_\_\_  
 Owner(s) Signature

2/4/2016  
 \_\_\_\_\_  
 Date

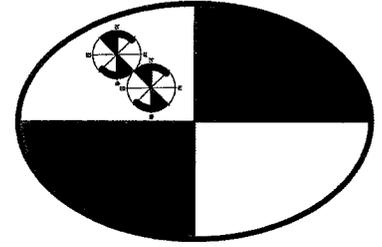
\*\*A digital copy of the final plat in a Drawing Interchange File (DXF) format or an AutoCAD file format, consisting of the following layers:

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



**SANDS SURVEYING, INC.**

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



FEB 22 2016

February 18, 2016

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

RE: Final Plat submittal for Whitefish Crossing Subdivision.

Dear Planning Office:

This cover letter is intended to give an overview of the conditions of approval and the supporting documentation for meeting the conditions Whitefish Crossing Subdivision. The Whitefish City Council granted preliminary plat approval of the subdivision on August 17, 2015 subject to the following conditions.

**Preliminary Plat Conditions**

Condition #1: The subdivision shall comply with Title 12 (Subdivision Regulations) and Title 11 (Zoning Regulations) and all other applicable requirements of the Whitefish City Code, except as amended by these conditions.

This condition is met. The Subdivision complies with Title 12 and Title 11.

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

This condition is met. The plat conforms to that approved by the City Council.

Condition #3: Street addresses shall be placed on the face of the plat

This condition is met. Addresses appear on the face of the final plat.

Condition #4: All easements shall be shown on the face of the final plat.

This condition is met. The easements are shown of the face of the plat.

Condition #5: The Montana Department of Environmental Quality and Whitefish Public Works Department shall approve the water and sewer facilities. A separate water and sewer service shall be provided to each lot in accordance with the City of Whitefish's policies and design standards

This condition is met. See MDEQ EQ#16-1411 and Public Works Letter

Condition #6: The following notes shall be placed on the final plat:

- a. That house/business numbers shall be posted on the building in a clearly visible location and shall conform to the current Fire Code, as adopted by the City Council
- b. Garbage shall be stored in a secure location until the day of pick up or in a bear proof container pursuant to Whitefish City Code.
- c. All noxious weeds, as described by the Whitefish City Code, shall be removed throughout the life of the development by the recorded property owner.

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

Condition #7: The preliminary plat approval is valid for three years and shall expire on August 17, 2018.

This condition is met.

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

Sincerely,

  
Eric H. Mulcahy, AICP  
Sands Surveying Inc.

Attachments:Final Plat Application

Letter – Whitefish Public Works Department, dated 12/31/15

MDEQ approvals EQ# 16-1411, dated 1/15/16

Title Report – Stewart Title; File #: 61987; Guarantee #: G-2222-000065244 Dated; 1/21/16

Consent to Plat – Stockman Bank of Montana

Consent to Plat – First Interstate Bank

Tax Certification (2/17/16)



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

This Form is for Subdivisions Only

BY : Sands Surveying

FOR : Dear Track Residences

DATE : 10/15/2015

*updated 1/28/16*

DESCP : Whitefish Crossing (Amd L.2 Dear  
 Tracs Sub in 1-30-22

PURPOSE : Plat

YEARS

ASSESSOR #

~~2012~~  
~~2011 thru 2014~~

0195850

2015

00141081

0506080

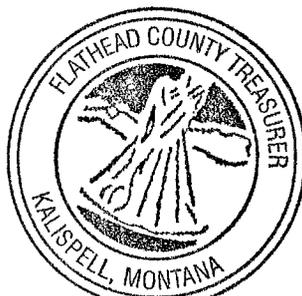
E 001330

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

*Judy L. Welch*  
 Deputy Treasurer

(seal)

FEB 17 2016





January 15, 2016

Brett Walcheck  
48 North PC  
151 business Center Loop Suite A  
Kalispell MT 59901

RE: Whitefish Crossing  
Amedned Plat of Lot 2 Dear Tracs Subdivision  
Municipal Facilities Exclusion  
EQ# 16-1412  
City of Whitefish  
Flathead County

Dear Mr. Walcheck;

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

Plans and specifications must be submitted when extensions of municipal facilities for the supply of water or disposal of sewage are proposed 76-4-131. Construction of water or sewer extensions prior to DEQ, Public Water Supply Section's approval is prohibited, and is subject to penalty as prescribed in Title 75, Chapter 6 and Title 76, Chapter 4.

Sincerely,

A handwritten signature in cursive script that reads "Leata English".

Leata English  
Subdivision Section  
(406) 444-4224  
email [lenglish@mt.gov](mailto:lenglish@mt.gov)

cc: City Engineer  
County Sanitarian  
file



January 15, 2016

Adam Schlegel  
48 North  
151 Business Center Loop, Suite A  
Kalispell, MT 59901

**RE: Whitefish Crossing, City of Whitefish, MT (PWS#MT0000357)  
Water Main Extension – Approval  
EQ#16-1411**

Dear Mr. Schlegel:

Thank you for additional information, received January 7, 2016. This information was reviewed along with the original plans and specifications for the water main extension proposed to serve Whitefish Crossing, received October 15, 2015, all under the seal of Brett W. Walcheck, PE#14872. City approval was received January 7, 2015. The project was reviewed under Circular Design Standards DEQ-1, 2014 Edition and Circular Design Standards DEQ-2, 2012 Edition.

Whitefish Crossing utilized the Municipal Facility Exclusion (MFE) method to satisfy the Sanitation in Subdivision Act requirements (reviewed under EQ#16-1412). In using the MFE process, the City of Whitefish provided the storm water review. MFE approval was granted on January 15, 2016.

**The water main extension plans and specifications, received January 7, 2016, proposed to serve Whitefish Crossing, are hereby approved with the condition listed below.** One copy of the plans and specifications bearing the approval stamp of the Department of Environmental Quality is enclosed. A second set will be retained as Department Record.

The Whitefish Crossing is approved to serve one lot, containing 5 apartment buildings and one clubhouse. A total of 60 residential units will be housed in the 5 apartment buildings. The clubhouse will include exercise equipment and restrooms and was modeled as a single family home. The design peak day water demand for the 61 equivalent residential units is estimated to be 91 gpm for domestic and irrigation. Fire flow requirement would be 4000 gpm, but a 75% reduction was granted based on automatic fire sprinkler systems being installed.

In general, the water main extension consists of: approximately 420 feet of 8-inch diameter C-900 CL150 PVC water main, two fire hydrant assemblies, one gate valve and one connection to existing water main. The fire hydrants are capable of providing over 1800 gpm fire flow at 20 psi residual pressure.

Approval is given with the understanding that any deviation from the approved plans and specifications will be submitted to the Department for reappraisal and approval. The project may not be placed into service until the project engineer or designer certifies by letter to the Department that the activated portion of the project was constructed in substantial accordance with the plans and specifications approved by the Department and there are no deviations from the design standards other than those previously approved by the department. Within 90 days after the completion of construction, a complete set of certified "as-built" drawings must be signed and submitted to the department.

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

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

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

Sincerely,



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

C: Whitefish Crossing Partners, P.O. Box 9079, Missoula, MT 59807  
Karin Hilding, Whitefish Public Works  
Wendee Jacobs, Flathead County Environmental Health  
MDEQ Plan Review File



December 31, 2015

Mr. Brett Walcheck  
48 North P.C.  
151 Business Center Loop, Suite A  
Kalispell, Montana 59901

Re: Whitefish Crossing Project – Conditional Approval

Dear Mr. Walcheck:

I am sending this letter to serve as Conditional Approval of the Plans and Specifications, dated 11/24/2015, for the Whitefish Crossing Project. The conditions of this approval are as follows:

1. Final engineering has yet to be completed for the downstream conveyance system shown in the attached drawing, which was received by the City on 12/8/2015. Although the City agrees that "Option #1" depicted on this drawing is the preferred alternative to handle downstream conveyance, final plans, specifications, and easements for this work must be submitted to the City for review and approval.
2. Any construction that takes place on this project prior to final plan approval will be undertaken at the risk of Whitefish Crossing Partners, LLC.
3. The decorative light at the west end of the project must be adjusted to avoid the conflict with the tree canopy shown on the landscaping plan.
4. The existing 30' utility easement on the south side of the property shall be revised and recorded with language releasing the City from any responsibility to repair or replace landscaping that may be disturbed while working in the easement area.
5. A maintenance bond equaling 10% of the total value of the public improvements shall be provided to the City and remain in place for a two-year period after the City's final acceptance of these improvements.
6. The final plan sets used by the contractor shall include a cover sheet signed by the City's Public Works Director and Fire Marshall.



7. Although the City's water and sewer systems have adequate capacity to serve this project, this Conditional Approval is granted with the understanding that any deviation from the approved plans must be submitted to the Public Works Department for our review and approval.
8. Upon project completion, and before final acceptance, as built drawings shall be submitted by the engineer of record certifying that the improvements conform to the approved construction documents.
9. Ownership and maintenance of the drainage system (outside of the public right-of-way) is the responsibility of the Whitefish Crossing Apartment Complex.
10. Notification to the City shall be made at least 14 days before the planned start date for the project and a pre-construction meeting must be held.

The City of Whitefish looks forward to working with your firm and Whitefish Crossing Partners, LLC. in order to make this a successful project. Please don't hesitate to contact me at (406) 863-2455 if you have any questions or comments regarding this letter.

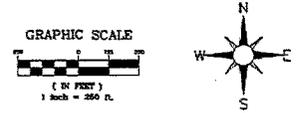
Sincerely,  
The City of Whitefish

A handwritten signature in black ink that reads "Craig C. Workman".

Craig C. Workman, PE  
Director of Public Works

Encl. (Whitefish Crossing Downstream Conveyance, Sheet 3, dated 12/7/2015)

# WHITEFISH CROSSING DOWNSTREAM CONVEYANCE EXHIBIT



**48 NORTH**  
D.C.  
Civil Engineering Services  
1610 BRIDGE CENTER LOOP, SUITE A  
JACKSONVILLE, FL 32218



**WHITEFISH CROSSING  
DOWNSTREAM CONVEYANCE EXHIBIT  
WHITEFISH, MONTANA**

NO.	DATE	BY	CHKD.

PROJECT NUMBER 1411.05  
SHEET TITLE  
FILE NO.  
BOOK  
PAGE  
DRAWN BY: BAF

SHEET No. **3** OF 3



# GUARANTEE

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

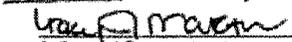
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

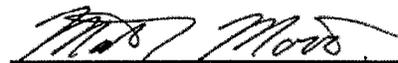
a corporation, herein called the Company,  
GUARANTEES

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

Countersigned by:

  
Authorized Countersignature

**stewart**  
title guaranty company



**Matt Morris**  
President and CEO

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





**Denise Carraux**  
Secretary

Page 1 of  
Serial No.

**G-2222-000065244**

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
  - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
  - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
  - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
  - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
  - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
  - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
  - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
  - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
  - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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

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

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

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

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

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

8. **Determination and Extent of Liability** – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. **Limitation of Liability** –

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

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

11. **Payment of Loss**

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

12. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.

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

14. **Liability Limited to This Guarantee; Guarantee Entire Contract** –

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

15. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

**SUBDIVISION GUARANTEE  
SCHEDULE A**

**File No.:** 61987

**Guarantee No.:** G-2222-000065244

**Date of Guarantee:** January 21, 2016 at 5:00 P.M.

**Liability:** \$5,000.00

**Premium:** \$125.00

**A. Assured:**

Sands Surveying, Inc.

**B. Assurances:**

1. Description of the land:

A tract of land, situated, lying and being in the Northwest Quarter of the Southeast Quarter of Section 1, Township 30 North, Range 22 West, P.M.M., Flathead County, Montana, and more particularly described as follows to wit:

Lot 2A of the Amended Plat of Lot 2 of Deer Tracs Subdivision.

2. Name of Proposed Subdivision Plat or Condominium Map:

Whitefish Crossing

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

Dear Track Residences, LLC, a Montana Limited Liability Company

Mountain West Bank of Kalispell, N.A. now First Interstate Bank

Stockman Bank of Montana

**File No.:** 61987

**Guarantee No.:** G-2222-000065244

**SUBJECT TO:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Any service, installation or connection charge for any and all utilities, including, but not limited to sewer, gas, water or electricity.
7. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M. C. A., including, but not limited to any right of the Public and the County of Flathead to use and occupy those certain roads and trails.
8. No liability is assumed for errors, omissions or changes of assessed valuations or amount of taxes assessed by any state, county, city or federal taxing or assessing authority.
9. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authoring the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) any right, title or interest in any sand and gravel and/or minerals including access to and from to extract minerals, mineral rights, or related matters, including but not limited to oil, gas, coal and other hydrocarbons; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
10. Real estate taxes or special assessments for the year(s) 2016, that are not yet due or payable.
11. For informational purposes only, do not rely upon for a tax payment. Flathead County records indicate the taxes for the year 2014 are:  
FIRST HALF: \$5,024.93 PAID  
SECOND HALF: \$5,024.89 PAID  
TOTAL: \$10,045.82  
Assessor No.: 74-0971947  
Tax Roll No.: 44113
12. Delinquent water and sewer charges of the City of Whitefish, if any.
13. Easement as set forth in Warranty Deed recorded January 27, 1967 as Document #569, in Book 487, page 133, records of Flathead County, Montana.

Agreement to Reduction of Width of Road Easement and Relocation, recorded August 11, 1982 as Document #11801, in Book 744, page 878, records of Flathead County, Montana.

14. Easement for transmission line and related purposes granted Pacific Power & Light Company, a corporation, recorded November 20, 1972 as Document #11133, in Book 543, page 859, records of Flathead County, Montana.
15. Easement for transmission line and related purposes granted Pacific Power & Light Company, a corporation, recorded November 20, 1972 as Document #11134, in Book 543, page 860, records of Flathead County, Montana.
16. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey No. 4526, 6753, 7037, 7783, 10669, 13756 and 19026, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
17. Provisions and conditions contained in Certificate of Approval by the State of Montana Department of Health and Environmental Sciences as attached to Certificate of Survey No. 7783.
18. Easement for transmission line and related purposes granted Pacific Power & Light Company, a corporation, recorded December 5, 1979 as Document #18577, in Book 682, page 850, records of Flathead County, Montana.
19. A perpetual easement and right-of-way for use, maintenance and construction of a private road, granted and reserved in instruments recorded May 24, 1979 as Document #7508, in Book 669, page 175 and April 28, 1980 as Document #5200, in Book 690, page 623, records of Flathead County, Montana.
20. Terms and provisions of Memorandum of Agreement recorded August 11, 1982 as Document #11800, in Book 744, page 875, records of Flathead County, Montana.
21. A perpetual easement and right-of-way for ingress, egress, construction and maintenance of a private road, reserved in instrument recorded October 2, 1984 as Document #8427611360, records of Flathead County, Montana, and restrictions contained therein.
22. A perpetual easement and right-of-way for ingress, egress, construction and maintenance of a private road, granted in instrument recorded October 2, 1984 as Document #8427614420, records of Flathead County, Montana, and restrictions contained therein.
23. Resolution for Designation of Limited Access Highway by the State Highway Commission of the State of Montana, recorded December 6, 1989 as Document #8934009150, records of Flathead County, Montana.
24. Terms and provisions regarding access control, contained in instruments recorded March 5, 1992 as Documents #9206515070, #9206515080, #9206515090, #9206515100 and recorded December 16, 1996 as Document #199635111270, records of Flathead County, Montana.
25. A 20 foot non-exclusive easement for the installation, operation, maintenance and repair of a public sanitary sewer pipeline and the right-of-way to access the pipeline, granted in instruments recorded December 30, 2002 as Document #200236408030 and December 30, 2002 as Document #200236416340, records of Flathead County, Montana, and terms and restrictions contained therein.
26. Terms and provisions contained in Notice of Late-Comers Agreement, recorded January 20, 2004 as Document #200402008450, records of Flathead County, Montana.

27. Unrecorded Lease dated August 1, 2004 disclosed by instrument recorded December 2, 2004 as Document #200433712500, records of Flathead County, Montana.  
Lessor: Dear Trac's, LLC  
Lessee: Naturally Clean, Inc.
28. Assignment of Lease by Landlord, recorded December 4, 2004 as Document #200433712500, records of Flathead County, Montana.  
Assignor: Dear Trac's LLC  
Assignee: Mountain West Bank of Kalispell, N. A.
29. Unrecorded Lease dated August 1, 2004 disclosed by instrument recorded March 14, 2006 as Document #200607316230, records of Flathead County, Montana.  
Lessor: Dear Trac's, LLC  
Lessee: Naturally Clean, Inc.
30. Assignment of Lease by Landlord, recorded March 14, 2006 as Document #200607316230, records of Flathead County, Montana.  
Assignor: Naturally Clean, Inc.  
Assignee: Mountain West Bank of Kalispell, N. A.
31. Terms and provisions regarding an easement for ingress and egress purposes and for a single family residence building area, contained in instrument recorded September 23, 2010 as Document #201000021825, records of Flathead County, Montana.
32. Terms and provisions regarding an emergency easement, granted in instrument recorded September 23, 2010 as Document #201000021826, records of Flathead County, Montana.
33. Terms and provisions contained in Road Maintenance Agreement, granted in instrument recorded September 23, 2010 as Document #201000021827, records of Flathead County, Montana.
34. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by the plat(s) of Dear Tracs Subdivision, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
35. Terms and provisions in an Affidavit recorded January 17, 2014 as Document #201400001098, records of Flathead County, Montana.
36. Deed of Trust dated March 12, 2015 to secure payment of \$658,567.00, together with interest and any other obligations secured thereby, recorded March 19, 2015 as Document #201500005076, records of Flathead County, Montana.  
Grantor: Dear Track Residences, LLC  
Trustee: American Title and Escrow  
Beneficiary: Stockman Bank of Montana
37. Assignment and Assumption of Leases by and between Dear Trac's, LLC, a Montana limited liability company TO dear Track Residences. LLC, a Montana limited liability company, recorded April 27, 2015 as Document #201500007924, records of Flathead County, Montana.
38. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by the proposed plat(s) of Whitefish Crossing, but deleting any covenant, conditions or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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

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

## STG Privacy Notice Stewart Title Companies

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

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

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

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

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

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

### SHARING PRACTICES

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

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

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

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

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

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

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

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

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

### Sharing practices

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

### Contact Us

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



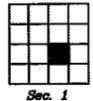


By: SANDS SURVEYING, Inc.  
 2 Village Loop  
 Kalispell, MT 59901  
 (406) 755-6481

JOB NO: 432001  
 DATE: October 5, 2015  
 COMPLETED DATE: / /  
 FOR: JEFF SWENSON  
 OWNER: DEAR TRACK RESIDENCES

Plat of:  
**WHITEFISH CROSSING**  
 an Amended Plat of Lot 2A of the Amended Plat of Lot 2 of Dear Tracs Subdivision  
 NW1/4SE1/4 SEC. 1, T.30N., R.22W., P.M.,M., FLATHEAD COUNTY, MONTANA

SCALE: 1" = 40'  
 40' 20' 0 40' 80'



**CERTIFICATE OF DEDICATION**

I, THE UNDERSIGNED PROPERTY OWNERS, DO HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED AND PLATTED INTO LOTS ALL THE FOLLOWING DESCRIBED PROPERTY AS DESCRIBED IN THE CERTIFICATE OF DEDICATION, AND SHOWN BY THE ANNEXED PLAT OR MAP AND SITUATED IN FLATHEAD COUNTY, MONTANA:

**DESCRIPTION:**

A TRACT OF LAND, SITUATED, LYING AND BEING IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 30 NORTH, RANGE 28 WEST, P.M.,M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

Lot 2A of the Amended Plat of Lot 2 of Dear Tracs Subdivision and containing 4.493 ACRES; Subject to and together with a 30 foot utility easement, two 10 foot utility easements and a 60 foot road and utility easement, all as shown hereon; Subject to and together with all appurtenant easements of record.

The Whitefish Crossing Lots are excluded from sanitation review by the Department of Environmental Quality pursuant to MCA 76-4-126 (2) (d) as the division is located within jurisdictional areas that have adopted growth policies pursuant to Title 76, Chapter 1 MCA or is within a first-class or second class municipalities for which the governing body certifies, pursuant to 76-4-127 MCA, that adequate storm water drainage and adequate municipal facilities will be provided. (Note Municipal Facilities Exclusion Checklist must be reviewed and approved by the Montana Department of Environmental Quality, and the original approval letter from MDEQ must be filed with the survey.)

The above described tract of land shall hereafter be known as:  
**WHITEFISH CROSSING**

**UTILITY EASEMENT CERTIFICATE**

The undersigned hereby grants unto each and every person, firm, or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair, and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "UTILITY EASEMENT" to have and to hold forever.

STATE OF MONTANA )  
 ) SS  
 COUNTY OF FLATHEAD )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me a Notary Public for the State of Montana, personally appeared \_\_\_\_\_ of DEAR TRACK RESIDENCES, LLC, and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

Notary Public for the State of Montana  
 Printed Name of Notary \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My commission expires \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**CERTIFICATE OF CITY COUNCIL**

We, \_\_\_\_\_ Mayor for the City of Whitefish, and \_\_\_\_\_ City Clerk of the City of Whitefish, Montana do hereby certify that the accompanying plat was duly examined and approved by the City Council of the City of Whitefish at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
 Mayor of Whitefish, Montana      \_\_\_\_\_  
 City Clerk of Whitefish, Montana

**CERTIFICATE OF CITY ATTORNEY**

I, \_\_\_\_\_, City Attorney for the City of Whitefish, Montana, do hereby certify that I have examined the Certificate of Title by a licensed title company on the land described in the Certificate of Dedication on the annexed Plat of WHITEFISH CROSSING, and find that \_\_\_\_\_ are the owners in fee simple of the land so platted. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
 City Attorney for the City of Whitefish

**Conditions of Approval per Whitefish City Council:**

- a. All house/business numbers shall be posted on the building in a clearly visible location and shall conform to the current Fire Code, as adopted by the City Council.
- b. Garbage shall be stored in a secure location until the day of pick up or in a bear proof container pursuant to Whitefish City Code 4-3-4A
- c. All noxious weeds, as described by the Whitefish City Code, shall be removed throughout the life of the development by the recorded property owner. (Whitefish Subdivision Regulations, Appendix D)

**TOTAL AREA: 4.493 Ac**  
**LOTS (NET): 3.568 Ac.**  
**ROADS: 0.935 Ac.**

**LEGEND:**

- Set 1/2"x24" Rebar & Cap (7975S)
- Found 1/2" Rebar & Cap (7975S)
- Found 5/8" Rebar & Cap (2516S)
- Found 5/8" Rebar & Cap (15627LS)
- Found 5/8" Rebar & Cap (13102LS)
- (R) Record Information per the Amended Plat of Lot 2, Dear Tracs Subdivision
- Street Address

**CERTIFICATE OF SURVEYOR**

THOMAS E. SANDS 7975S

APPROVED: \_\_\_\_\_, 201 \_\_\_\_\_

EXAMINING LAND SURVEYOR  
 REG. No. 64283

STATE OF MONTANA )  
 ) SS  
 COUNTY OF FLATHEAD )

FILED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201 \_\_\_\_\_  
 AT \_\_\_\_\_, PAID FEE \_\_\_\_\_

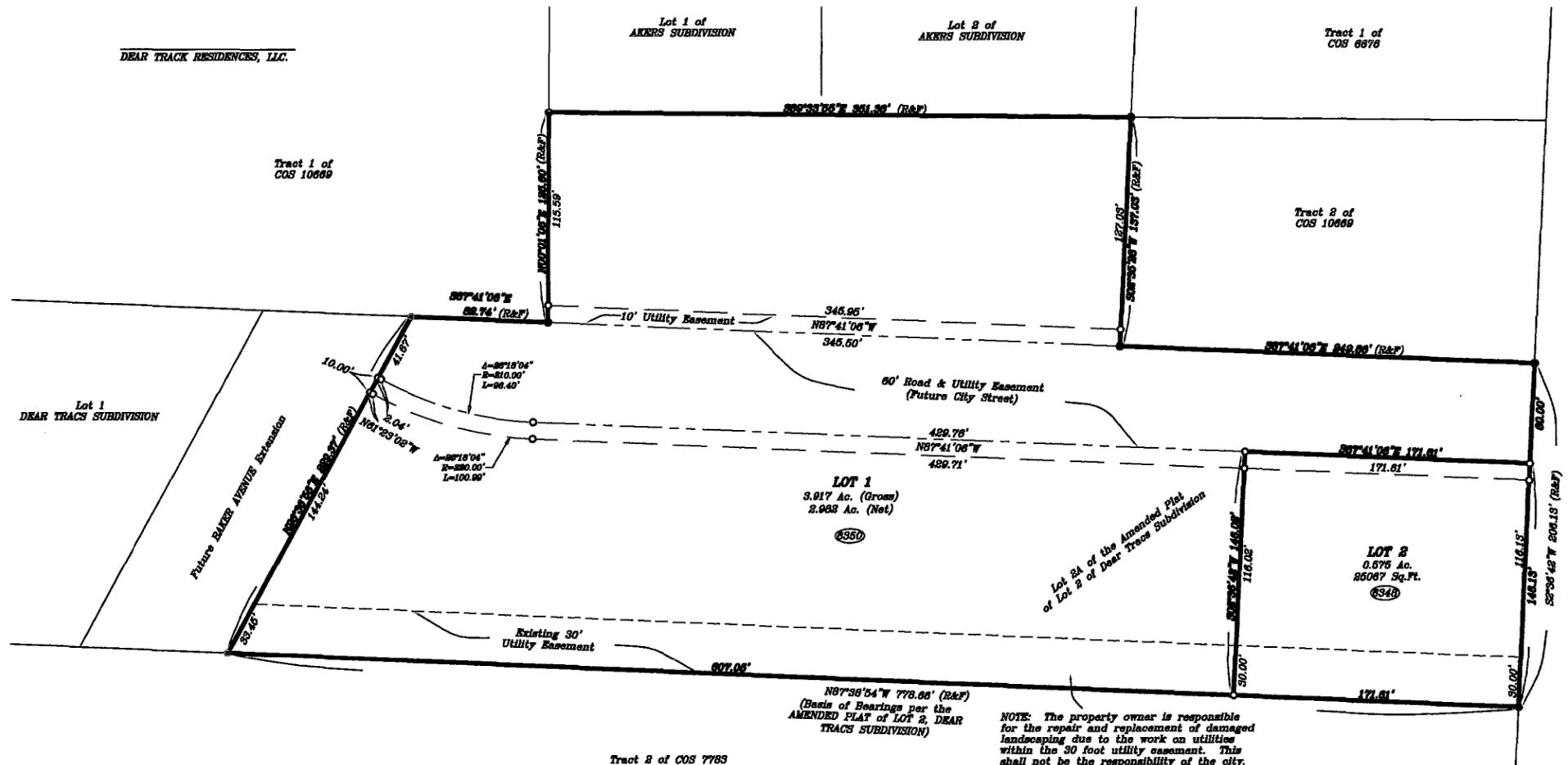
CLERK & RECORDER

BY \_\_\_\_\_  
 DEPUTY

INSTRUMENT REC. No. \_\_\_\_\_

SHEET 1 OF 1

FILE No. \_\_\_\_\_



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



February 29, 2016

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

RE: Viking Creek Bar; (WCUP 16-01)

Honorable Mayor and Council:

**Summary of Requested Action:** The Averill Family Limited Partnership is requesting a Conditional Use Permit to operate a bar in conjunction with an established lodging facility at 1385 Wisconsin Avenue. The property is developed with an existing commercial lodge as part of the Viking Creek facilities. The proposed bar will be located near the pool area in the existing lodge building. The pool and grill area was constructed as part of the hotel expansion approximately 1 year ago. The bar is intended for hotel guests and will not cater to the general public. The bar and grill area will be approximately 338 square feet, with only four seats at the bar. The subject property is zoned WRB-2 with a PUD overlay. The WRB-2 zoning permits a bar in conjunction with and ancillary to established lodging facilities with the issuance of a conditional use permit. The Whitefish Growth Policy designates this property as 'Resort Residential.'

**Planning & Building Department Recommendation:** Staff recommended approval of the above referenced conditional use permit with seven (7) conditions set forth in the attached staff report.

**Public Hearing:** The applicant's representative spoke at the public hearing on February 18, 2016. The draft minutes for this item are attached as part of this packet.

**Planning Board Action:** The Whitefish Planning Board met on February 18, 2016 and considered the request. Following the hearing, the Planning Board unanimously recommended approval of the above referenced conditional use permit with seven (7) conditions as contained in the staff report and adopted the staff report as findings of fact.

**Proposed Motion:**

- I move to approve WCUP 16-01 along with the Findings of Fact in the staff report and the seven (7) conditions of approval, as recommended by the Whitefish Planning Board.

This item has been placed on the agenda for your regularly scheduled meeting on March 7, 2016. Should Council have questions or need further information on this matter, please contact the Planning Board or the Planning & Building Department.

Respectfully,



Bailey Minnich, AICP, CFM  
Planner II

Att: Exhibit A: Recommended Conditions of Approval  
Draft Minutes of 2-18-16 Planning Board Meeting

***Exhibits from 2-11-16 Staff Packet to Planning Board:***

1. Staff Report – WCUP 16-01, 2-11-16
2. Adjacent Landowner Notice, 1-28-16
3. Advisory Agency Notice, 1-27-16
4. Application for Conditional Use Permit, 1-6-16

c: w/att Necile Lorang, City Clerk

c: w/o att Brian Averill, 1380 Wisconsin Avenue, Whitefish, MT 59937

**Exhibit A**  
**Viking Creek Bar**  
**WCUP 16-01**  
**Whitefish Planning Board**  
**Recommended Conditions of Approval**  
**March 7, 2016**

1. The project shall be in compliance with the site plan submitted on January 6, 2016, except as amended by these conditions. Any significant deviation from the plans shall require approval.
2. The applicant shall maintain and demonstrate continued compliance with all adopted City Codes and Ordinances.
3. Necessary business licenses and sign permits shall be obtained. (§3-1, §11-5-7, WCC)
4. The Fire Department requires the applicant to comply with all fire codes for this classification of occupancy. (IFC)
5. All on-site lighting shall be dark sky compliant. (§11-3-25, WCC)
6. Approval from the Architectural Review Committee shall be obtained prior to any remodel of the exterior of the building. (§11-3-3B, WCC)
7. The conditional use permit is valid for 18 months and shall terminate unless commencement of the authorized activity has begun. (§11-7-8, WCC)

WHITEFISH PLANNING BOARD  
MINUTES OF MEETING  
FEBRUARY 18, 2016

**CALL TO ORDER  
AND ROLL CALL**

Vice Chair Melissa Picoli Philips called the regular meeting of the Whitefish Planning Board to order at 6:00 pm. Board members present were Councilor Richard Hildner, John Ellis, Jim Laidlaw, Rebecca Norton and Ken Stein. Chairman Ken Meckel was absent. Planning Director David Taylor and Planner II Bailey Minnich represented the Whitefish Planning and Building Department.

There were two people in the audience.

**APPROVAL OF  
MINUTES**  
6:00 pm

Rebecca moved and Jim seconded to approve the January 21, 2016 minutes. The motion passed unanimously, with Ken abstaining since he was not in attendance.

**COMMUNICATIONS  
FROM THE PUBLIC  
(ITEMS NOT ON  
THE AGENDA)**  
6:02 pm

None.

**OLD BUSINESS:**  
6:03 pm

None.

**PUBLIC HEARING 1:  
AVERILL FAMILY  
LIMITED  
PARTNERSHIP  
CONDITIONAL USE  
PERMIT**  
6:05 pm

A request by Averill Family Limited Partnership for a Conditional Use Permit to operate a bar in conjunction with an established lodging facility. The property is developed with an existing commercial lodge as part of the Viking Creek facilities, and is zoned WRB-2/PUD (General Resort Business District with a Planned Unit Development). The proposed bar will be located near the pool area in the existing lodge building. The subject property is located at 1385 Wisconsin Avenue and can be legally described as COMMONAREA of Lodge at Whitefish Lake on L18 Viking Creek Subdivision in S24, T31N, R22W.

**STAFF REPORT  
WCUP 16-01  
(Minnich)**

Planner Minnich reviewed her staff report and findings.

Staff recommended adoption of the findings of fact and conditions of approval within staff report WCUP 16-01, and for **approval** to the Whitefish City Council.

**BOARD QUESTIONS  
OF STAFF**

Jim asked about the situation regarding licensing with the State of Montana and Minnich replied they are getting their own licensing through the state.

Draft

APPLICANT /  
AGENCIES

Brian Averill, 1380 Wisconsin Avenue, Whitefish represented the Viking Creek facilities. Richard asked if this would be a full service liquor license or just a beer and wine license. Mr. Averill replied full service license. The Lodge has a full service liquor license and this would be a sub-license under that main license. Their property is all covered under one license but the State requires a sub-license for the proposed bar in the Viking Creek facilities since a road separates them from the main property. The State looks at the number of units The Lodge has to see if they are eligible, and they had enough.

Rebecca asked why the proposed bar was coming through now instead of when the rooms were built. Mr. Averill replied the original 36 rooms in the Viking Creek facilities were built in 2009 and 2010; they built 16 additional guest rooms, along with the pool and grill, in 2014. They did not finish the grill area at that time, but it is now fully constructed. They realized almost immediately that from a service side, there was a need for a bar and grill near the pool. The bar size is very limited, with little equipment. Occupancy in the winter months is a driver and the indoor pool was designed for that, with the need for services and amenities to go along with it. The food service has been open this winter and has been very popular with their guests, will be positive for the future, and a part of the 4-star rating for clients of The Lodge.

Melissa asked how the public would be prevented from entering. Mr. Averill replied to get into building, guests will have a key card for the front door, and to get into the pool, there is another key card access. The grill is open to inside the pool area. It would be possible to go around the building to get to the outside area, but to get inside the pool area you have to have a key card. They are not intending for the bar to be open to the public; it is for guests utilizing the pool area, not the public.

John asked if the whole area is inside the building. Mr. Averill replied there is a patio outside, so guests could actually leave the pool area. John asked whether it will be fenced so people from outside would not be able to see in the area and Mr. Averill replied there is criteria from the State to fence the area to control access.

Richard asked whether they envision the possibility of a guest inviting someone from town or using the facility for a wedding, etc., the bar then be open to the public, even though the proposed bar is primarily for hotel guests. Mr. Averill said that is a possibility as The Lodge has a catering endorsement and they do special events on the nearby grass and patio area, so that would probably continue. Richard asked how this Conditional Use would limit expansion of service beyond The Lodge. How do we

Draft

Draft

follow up and make sure the Conditional Use is being followed and not having a greater audience? Taylor said that would be complaint driven, but they do have to operate within what the State would allow.

**PUBLIC COMMENT**

None.

**MOTION / BOARD DISCUSSION**

Richard moved and Rebecca seconded to adopt the findings of fact within staff report WCUP 16-.01, with the seven (7) Conditions of Approval as proposed by City Staff.

Melissa asked if during the shoulder season, there be any type of day pass, etc., for using the pool/bar/grill without renting a room or in conjunction with receiving a spa treatment, and Mr. Averill replied not at the moment, but possibly in the future.

**VOTE**

The motion passed unanimously. The matter is scheduled to go before the Council on March 7, 2016.

**NEW BUSINESS**

6:18 pm

None.

**GOOD AND WELFARE**

6:18 pm

1. Matters from Board. Rebecca said she was discussing rezoning the downtown area to possibly expand commercial use beyond 4th Street down to the Kiddie Park with City Manager Chuck Stearns and former Mayor Mike Jenson at a social event, and she told them she would bring it up to the Planning Board. She was speaking to someone who owned property in that area about how it would affect their property value. She said expanding commercial use into the Railroad District was discussed, but some who rented there had moved to main streets, as they did not feel their volumes were as high. How can we give local businesses the advantage of the main street? She said the architects at Crandall Arambula were talking about zoning in the downtown area and possibly looking at parking as well. Can we initiate something like that to take a closer look at opening up more commercial space? Taylor replied last year's update to Downtown Master Plan looked at potential zoning in downtown including zoning overlay to incorporate those. The Planning Department will start that process in the next couple of months. Expanding retail in downtown is somewhat limited with the largest opportunity for that having been the block where the community decided to keep City Hall. There are some opportunities for expansion on Central Avenue. The Downtown Master Plan called for some of that to be commercial property.

Rebecca asked Taylor if they would contact citizens to see how

Draft

**VIKING CREEK BAR  
CONDITIONAL USE PERMIT  
WCUP 16-01  
FEBRUARY 11, 2016**

1. Staff Report – WCUP 16-01, 2-11-16
2. Adjacent Landowner Notice, 1-28-16
3. Advisory Agency Notice, 1-27-16

***The following were submitted by the applicant:***

4. Application for Conditional Use Permit, 1-6-16

**VIKING CREEK/AVERILL FAMILY PARTNERSHIP  
CONDITIONAL USE PERMIT  
WCUP 16-01  
February 11, 2016**

This is a report to the Whitefish Planning Board and the Whitefish City Council regarding a request for a conditional use permit to operate a bar in conjunction with an established lodging facility. This application has been scheduled before the Whitefish Planning Board for a public hearing on Thursday, **February 18, 2016**. A recommendation will be forwarded to the City Council for a subsequent public hearing and final action on Monday, **March 7, 2016**.

**PROJECT SCOPE**

The applicant is requesting a Conditional Use Permit to operate a bar in conjunction with an established lodging facility. The property is developed with an existing commercial lodge as part of the Viking Creek facilities. The proposed bar will be located near the pool area in the existing lodge building. The pool and grill area was constructed as part of the hotel expansion approximately 1 year ago. The bar is intended for hotel guests and will not cater to the general public. The bar and grill area will be approximately 338 square feet, with only four seats at the bar. The subject property is zoned WRB-2 with a PUD overlay. The WRB-2 zoning permits a bar in conjunction with and ancillary to established lodging facilities with the issuance of a conditional use permit.

**A.**

**OWNER:**

Dan L. Averill Family Limited Partnership  
Attn: Brian Averill  
1380 Wisconsin Avenue  
Whitefish, MT 59937

**TECHNICAL/PROFESSIONAL:**

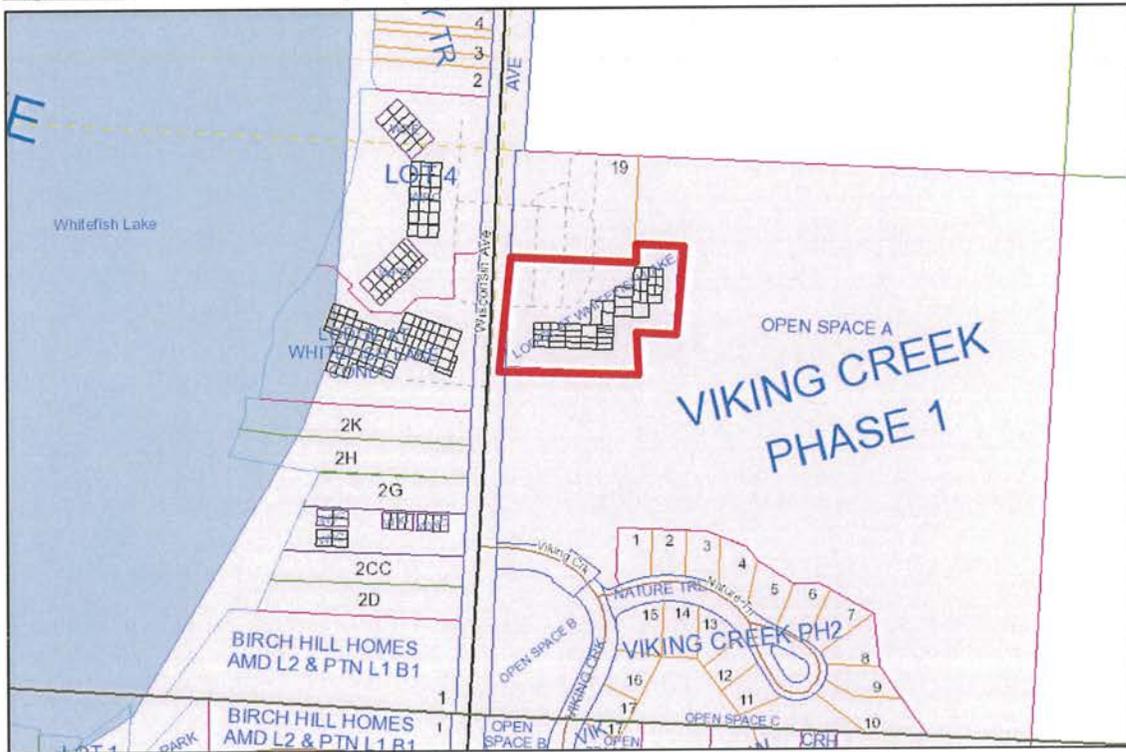
Sands Surveying, Inc.  
Attn: Eric Mulcahy  
2 Village Loop  
Kalispell, M T 59901

**B. SIZE AND LOCATION OF PROPERTY:**

The property is located at 1385 Wisconsin Avenue, and is approximately 2.2 acres. The property can be legally described as COMMONAREA of Lodge at Whitefish Lake on L18 Viking Creek Subdivision in S24 T31N R22W, P.M.M., Flathead County, Montana.

**EXHIBIT**

Figure 1: Location of subject property outlined in red.



**C. EXISTING LAND USE:**

The subject property is currently developed with a commercial lodging facility.

**D. ADJACENT LAND USES AND ZONING:**

North:	Commercial Use	WRB-2/PUD
West:	Commercial Use	WRB-2/PUD
South:	Open Space	WRB-2/PUD
East:	Open Space	WRB-2/PUD

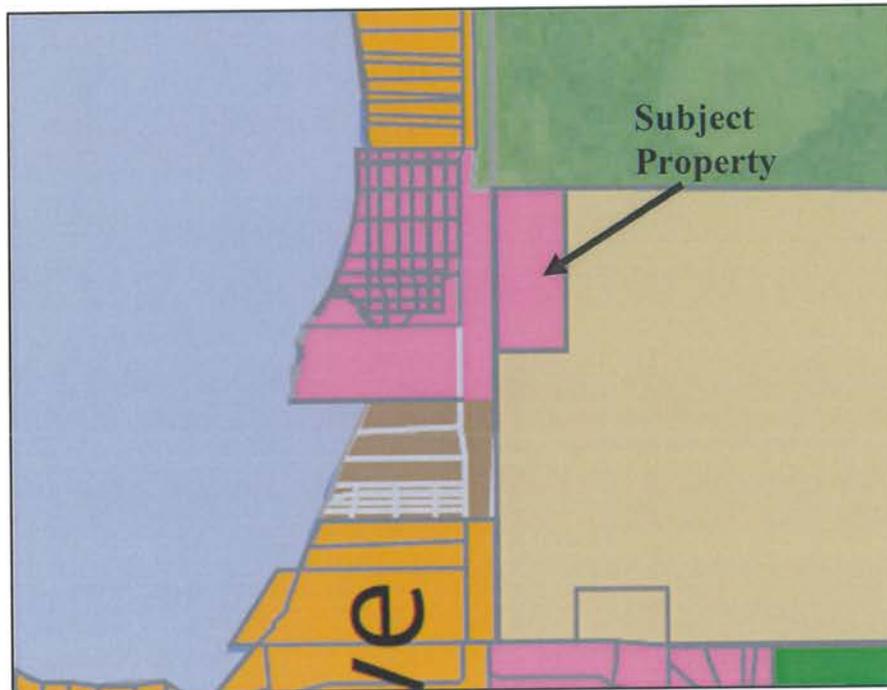
**E. ZONING DISTRICT:**

The property is zoned WRB-2 (General Resort Business District) with a Planned Unit Development Overlay. The purpose of the WRB- 2 District is 'intended to provide for the development of high density resort oriented uses usually identified with a tourist or convention destination center.'

**F. WHITEFISH CITY-COUNTY GROWTH POLICY DESIGNATION:**

The Growth Policy designation is Resort Residential which corresponds to the WRB-2 zoning district. (See Figure 2). The Resort Residential is "defined by resort residential development of all types and densities (in accordance with specific zoning). Included are one and two-family residential, rental cabins, vacation cottages, condominiums, and town homes. Commercial hotels and motels are not a part of this designation, but limited resort commercial is allowed."

Figure 2: Growth Policy designation.



**G. UTILITIES:**

Sewer:	City of Whitefish
Water:	City of Whitefish
Solid Waste:	North Valley Refuse
Electric:	Flathead Electric Co-op
Natural Gas:	Northwestern Energy
Phone:	CenturyLink
Police:	City of Whitefish
Fire:	Whitefish Fire Department

**H. PUBLIC COMMENTS:**

A notice was mailed to adjacent land owners within 150-feet of the subject parcel on January 28, 2016. A notice was emailed to advisory agencies on January 27, 2016. A notice of the public hearing was published in the *Whitefish Pilot* on February 3, 2016. As of the writing of this report, no comments have been received.

## **REVIEW AND FINDINGS OF FACT**

This application is evaluated based on the "criteria required for consideration of a Conditional Use Permit," per Section 11-7-8(J) of the Whitefish Zoning Regulations.

1. **Growth Policy Compliance:** The Growth Policy designates this area as Resort Residential which is consistent with the WRB-2 zoning district.

**Finding 1:** The proposed use complies with Growth Policy Designation of Resort Residential because the property is zoned WRB-2 (General Resort Business District) and the use is a Conditional Use within the zoning district.

2. **Compliance with regulations. The proposal is consistent with the purpose, intent, and applicable provisions of these regulations.**

The property is zoned WRB-2, General Resort Business District, with a Planned Unit Development overlay. The purpose of the WRB-2 district is 'intended to provide for the development of high density resort oriented uses usually identified with a tourist or convention destination center.' The development proposal is consistent with the purpose and intent of the applicable regulations. The WRB-2 zoning setbacks are 25-feet from the front on Wisconsin Avenue, 15-feet on the sides and 20 feet on the rear. The proposed use will be established in an existing building, which has been constructed in compliance with the required setbacks. No addition to the existing building is proposed at this time.

**Finding 2:** The project complies with the zoning regulations because all the zoning standards are being met or will be met with conditions of approval.

3. **Site Suitability. The site must be suitable for the proposed use or development, including:**

Adequate usable land area: The subject parcel is adequate to serve the proposed use as it is approximately 2.2 acres, and the use will be located entirely within the existing building.

Access that meets the standards set forth in these regulations, including emergency access: All access requirements are being met. In addition, emergency access is being met with the surrounding rights-of-way.

Absence of environmental constraints that would render the site inappropriate for the proposed use or development, including, but not necessarily limited to floodplains, slope, wetlands, riparian buffers/setbacks, or geological hazards: The subject property is not located within the 100-year floodplain and there are no other

environmental constraints on-site. The subject property is already developed with an existing commercial lodging facility.

**Finding 3:** The proposed use is suitable for the site because there is adequate usable land area, the existing access meets emergency standards and there are no environmental constraints.

**4. Quality and Functionality. The site plan for the proposed use or development has effectively dealt with the following design issues as applicable.**

Parking locations and layout: The subject property currently has a paved and striped parking lot. No additional parking is required as the proposed use will be specifically for the hotel guests utilizing the pool, and will not serve the general public.

Traffic Circulation: The traffic will circulate off Wisconsin Avenue, a paved public street, through two existing 2-way approaches, with a 2-way parking lot.

Open space: The maximum permitted lot coverage for the WRB-2 is 60%. The proposed use will be located entirely within the existing commercial lodge facility.

Fencing/Screening: No fencing or screening is required or proposed since the proposed use will be located within the existing lodge facility.

Landscaping: The subject property has existing landscaping required through the previous PUD and subdivision approvals. Since the proposed use will be located within the existing building, no additional landscaping is required.

Signage: Staff has not seen any proposed signage. All new signage is required to obtain a permit from the Planning & Building office.

Undergrounding of new and existing utilities: New utilities will be underground, if possible or required.

**Finding 4:** The quality and functionality of the proposed development has effectively dealt with the site design issues because there is adequate parking for the use, traffic circulation has been evaluated and the proposed use will be located entirely within the existing commercial building.

**5. Availability and Adequacy of Public Services and Facilities.**

Sewer: Sewer is in place and adequate to service the project.

Water: Water services are currently available on site.

Storm Water Drainage: The subject property currently has an existing building and paved parking lot. No additional impervious surface will be constructed as part of this project.

Fire Protection: The Whitefish Fire Department serves the site and response times and access are good. The proposed use is not expected to have significant impacts upon fire services.

Police: The City of Whitefish serves the site; response times and access are adequate. The proposed use is not expected to have significant impacts upon police services.

Streets: The project is adjacent to Wisconsin Avenue. No street improvements are proposed along Wisconsin Avenue.

**Finding 5:** The availability of public services is adequate because municipal water and sewer are available, no additional impervious area will be constructed, response times for police and fire are not anticipated to be affected due to the proposed development, and the property has adequate access to surrounding rights-of-way.

## **6. Neighborhood/Community Impact:**

Traffic Generation: No impacts to existing roads is anticipated from the proposed use. As the use will be specifically for the existing hotel guests, no traffic generation above the existing levels is anticipated. The project is adjacent to Wisconsin Avenue, a state maintained road. The current roads should be able to handle any additional traffic.

Noise or Vibration: No impacts are anticipated beyond what would be expected from a typical commercial use.

Dust, Smoke, Glare, or Heat: No impact is anticipated beyond what would be expected from a typical commercial use.

Smoke, Fumes, Gas, and Odor: No impact is anticipated with regards to smoke, fumes or gas.

Hours of Operation: The hours of operation will be the same as the pool hours defined by the hotel.

**Finding 6:** The proposed development is not anticipated to have a negative neighborhood impact because the existing roads should be able to handle anticipated traffic, noise, dust, smoke, odor or other environmental nuisances are not expected, and any outdoor lighting is required to meet city standards.

## **7. Neighborhood/Community Compatibility:**

The surrounding neighborhood is a combination of commercial and resort residential uses. The property and surrounding area is zoned WRB-2/PUD and WRB-1/PUD. The structural bulk and massing, density and scale of the project will not be modified from the current configuration as the proposed use will be within an existing commercial lodging facility. No exterior changes are proposed at this time.

**Finding 7:** The project is compatible with the existing uses in the neighborhood because the subject property and surrounding area is zoned WRB-2/PUD, no changes are proposed to the exterior of the building, and the proposed use fits within the context of the neighborhood and community character.

## RECOMMENDATION

It is recommended that the Whitefish Planning Board adopt the findings of fact within staff report WCUP 16-01 and that this conditional use permit be recommended for **approval** to the Whitefish City Council subject to the following conditions:

1. The project shall be in compliance with the site plan submitted on January 6, 2016, except as amended by these conditions. Any significant deviation from the plans shall require approval.
2. The applicant shall maintain and demonstrate continued compliance with all adopted City Codes and Ordinances.
3. Necessary business licenses and sign permits shall be obtained. (§3-1, §11-5-7, WCC)
4. The Fire Department requires the applicant to comply with all fire codes for this classification of occupancy. (IFC)
5. All on-site lighting shall be dark sky compliant. (§11-3-25, WCC)
6. Approval from the Architectural Review Committee shall be obtained prior to any remodel of the exterior of the building. (§11-3-3B, WCC)
7. The conditional use permit is valid for 18 months and shall terminate unless commencement of the authorized activity has begun. (§11-7-8, WCC)



## Public Notice of Proposed Land Use Action

The City of Whitefish would like to inform you that the Averill Family Limited Partnership is requesting a Conditional Use Permit for a bar in conjunction with an established lodging facility. The property is developed with an existing commercial lodge as part of the Viking Creek facilities, and is zoned WRB-2/PUD (General Resort Business District with a Planned Unit Development). The proposed bar will be located near the pool area in the existing lodge building. The property is located at 1385 Wisconsin Avenue and can be legally described as COMMONAREA of Lodge at Whitefish Lake on L18 Viking Creek Subdivision in S24 T31N R22W.

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

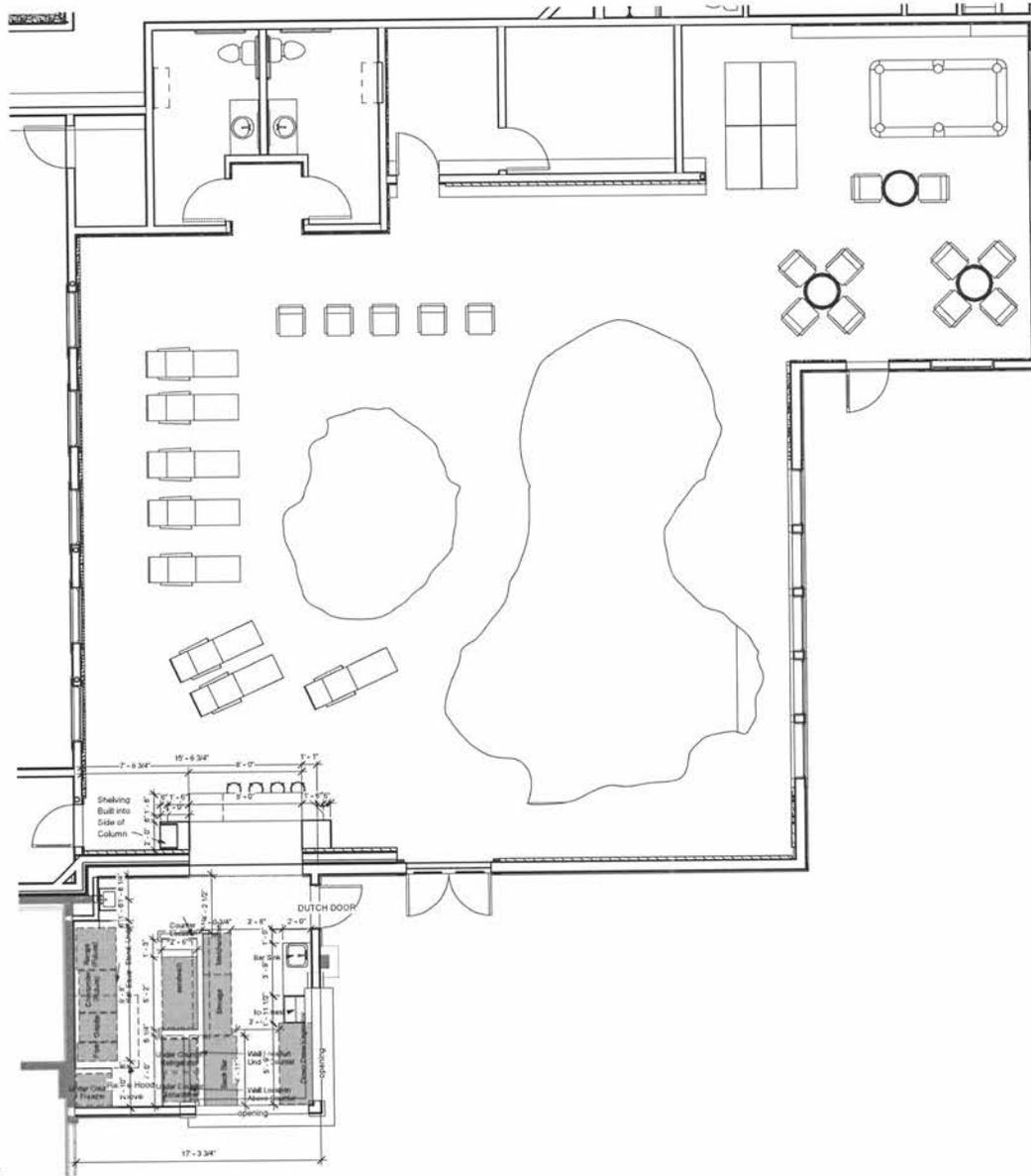
**Thursday, February 18, 2016**  
**6:00 p.m.**  
**Whitefish City Council Chambers, City Hall**  
**1005 Baker Avenue, Whitefish MT 59937**

The Whitefish Planning Board will make a recommendation to the City Council, who will then hold a public hearing and take final action on **Monday, March 7th, 2016** at 7:10 p.m., also in the Whitefish City Council Chambers.

On the back of this flyer is a site plan of the project. Additional information on this proposal can be obtained at the Whitefish Planning Department located at 510 Railway Street. The public is encouraged to comment on the above proposals and attend the hearings. Please send comments to the Whitefish Planning Department, PO Box 158, Whitefish, MT 59937, or by phone (406) 863-2410, fax (406) 863-2409 or email at [bminnich@cityofwhitefish.org](mailto:bminnich@cityofwhitefish.org). Comments received by the close of business on Tuesday, February 9<sup>th</sup>, 2016, will be included in the packets to the Planning Board members. Comments received after the deadline will be summarized to the Planning Board members at the public hearing.

EXHIBIT

2



1 Pool/Bar Layout Plan  
PB1  
1/4" = 1'-0"

Viking Creek - Addition  
Whitefish, MT

Pool/Bar Plan



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



Date: January 27, 2016  
To: Advisory Agencies & Interested Parties  
From: Whitefish Planning & Building Department

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The regular meeting of the Whitefish Planning Board will be held on Thursday, February 18, 2016 at 6:00 pm in the Whitefish City Council Chambers at **1005 Baker Avenue**. During the meeting, the Board will hold a public hearing on the item listed below. Upon receipt of the recommendation by the Planning Board, the Whitefish City Council will also hold a subsequent public hearing on Monday March 7, 2016. City Council meetings start at 7:10 pm at **1005 Baker Avenue** in the Whitefish City Council Chambers.

1. A request by Averill Family Limited Partnership for a Conditional Use Permit to operate a bar in conjunction with an established lodging facility. The property is developed with an existing commercial lodge as part of the Viking Creek facilities, and is zoned WRB-2/PUD (General Resort Business District with a Planned Unit Development). The proposed bar will be located near the pool area in the existing lodge building. The subject property is located at 1385 Wisconsin Avenue and can be legally described as COMMONAREA of Lodge at Whitefish Lake on L18 Viking Creek Subdivision in Section 24 Township 31N Range 22W. WCUP 16-01 (Minnich)

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

EXHIBIT

3

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

**APPLICATION FOR CONDITIONAL USE PERMIT**  
**CITY OF WHITEFISH**

**FEE ATTACHED \$1,980.00 (See current fee schedule)**

OWNER(S) OF RECORD:

Name: Dan L. Averill Family Limited Partnership; Attn: Brian Averill

Mailing Address: 1380 Wisconsin Ave

City/State/Zip: Whitefish, MT 59937 Phone: 250-2038 (Brian)

APPLICANT:

Name: Same

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

PERSON(S) AUTHORIZED TO REPRESENT THE OWNER(S) AND TO WHOM ALL CORRESPONDENCE IS TO BE SENT:

Name: Sands Surveying, Inc. Attn: Eric Mulcahy

Mailing Address: 2 Village Loop

City/State/Zip: Kalispell, MT 59901 Phone: (406) 755-6481

LEGAL DESCRIPTION OF PROPERTY (Refer to Property Records):

Street 1385 Sec. \_\_\_\_\_ Town- Range  
Address: 1380 Wisconsin Avenue No. 24 ship 31 No. 22

Subdivision

Name: Viking Creek, Phase 1

Tract Lot Block  
No(s). \_\_\_\_\_ No(s). 18 No. \_\_\_\_\_

DESCRIBE PROPOSED USE: The applicants are requesting a conditional use permit to operate a small bar in the existing grill and pool area of the Lodge on the east side of Wisconsin Avenue. The pool and grill area was constructed as part of the hotel expansion a year and a half ago. The bar and grill is intended for hotel guest and will not cater to the general public. As indicated on the floor plan, there are only four seats at the bar and the bar and grill consumes approximately 338 square feet of the pool area. The bar and grill is accessory to the pool area and is intended to support the needs of the lodging guests. The Lodge at Whitefish Lake is a AAA Four Diamond rated resort. As a requirement of the four diamond rating, AAA requires food and beverage services be available poolside.

ZONING DISTRICT: WRB-2/PUD (General Resort Business District)

**CHAPTER 7 OF TITLE 11 WHITEFISH ZONING REGULATIONS REQUIRES THE FOLLOWING:**

A. FINDINGS - The following criteria form the basis for approval or denial of the Conditional Use Permit. The burden of satisfactorily addressing these criteria lies with the applicant. Review the criteria below and, on a separate sheet of paper, discuss how the proposal conforms to the criteria. If the proposal does not conform to the criteria, describe how it will be mitigated.

1. Describe how the proposal conforms to the applicable goals and policies of the Whitefish City-County Growth Policy.

The proposed business is located along the Wisconsin corridor in an existing resort commercial building and in an area zoned for resort business and the City has approved Planned Unit Development (PUD) overlays for the hotel uses. The Whitefish Growth Policy Map designates this property as Resort Residential. .

Specific Goals and Policies of the Whitefish Growth Policy are listed as follows:

Future Land Use Goals:

5. Protect and preserve the special character, scale, and qualities of existing neighborhoods while supporting and encouraging, well designed, neighborhood compatible infill. The proposed bar and grill is attached to the existing Lodge facility and is intended to support the resort visitor.

Economic Development Goals:

1. Maintain a healthy and vibrant base economy that sustains an influx of dollars into the community.

Economic Development Policies:

2. Protect the natural resources and unique character and qualities of Whitefish in order to support the continued health of the visitation economy. The applicants preserved approximately 30 acres of sensitive lands and dedicated those lands to the Whitefish Lake Institute as part of the PUD approved by the City.

4. Develop and promote Whitefish as a year-round convention and destination resort community providing amenities for the visitor and employment opportunities for area residents. The applicants are proposing the CUP to increase amenities available to the winter time visitor.

2. Describe how the proposal is consistent with the purpose, intent and applicable provisions of the regulations.

The property is zoned WRB-2/PUD (General Resort Business District with a PUD overlay) per the Whitefish Zoning Map. The WRB-2 zoning classification requires a Conditional Use Permit (CUP) for bars and lounges. The applicant is proposing a small four seat bar as part of the existing 338 square feet grill which is located in the indoor pool. The pool, grill, and proposed bar are amenities for the hotel

guests. The proposed amenity is not intended for the general public but is intended as a convenience for guest using the pool facility. The proposed use is ideally focused on the resort designation of the zoning district.

3. How is the property location suitable for the proposed use? Is there adequate usable land area? Does the access, including emergency vehicle access, meet the current standards? Are environmentally sensitive areas present on the property that would render the site inappropriate for the proposed use?

The property is currently used as a resort facility and is the only such lodging facility with lake frontage. The Lodge is located in an ideal location for guests to ski at the Mountain in the winter, shop and have dinner in the downtown, and recreate on Whitefish Lake during the summer months. The proposed bar is intended to serve resort guests, especially the winter visitor when the lake and outdoor pool are not available.



Source: Google Earth

4. How are the following design issues addressed on the site plan?
  - a. Parking locations and layout  
See Attached Site Plan. Parking was required for the hotel based on the number of rooms within the facility. As the proposed bar is not intended for patrons that are not guests of the hotel, the proposed use should not generate additional parking needs over what already exists for the hotel use. The proposed bar is an accessory use to the existing grill and pool.
  - b. Traffic circulation  
The CUP for the proposed bar will not change the traffic circulation of the hotel. The small bar is intended for the use of the resort guest and not intended for the general public.
  - c. Open space  
As part of the PUD approval for the Lodge and subdivision of this property, approximately 30 acres of open space was dedicated to the non-profit conservation entity, the Whitefish Lake Institute. As the proposed bar is just and accessory use to the existing grill and indoor pool facility, no additional open space is proposed.

d. Fencing/screening

The small bar will be attached to the pool facility and no fencing is proposed.

e. Landscaping

The proposed use will not alter the existing landscaping around the Lodge facility.

f. Signage

No additional signage is proposed. The proposed bar is not intended to attract outside visitors to the resort it is only intended to provide an amenity to the resorts lodging guests.

g. Undergrounding of new utilities

This is an existing building so no new dry utilities are anticipated.

h. Undergrounding of existing utilities

Utilities are existing and underground.

5. Are all necessary public services and facilities available and adequate? If not, how will public services and facilities be upgraded?

a. Sewer

The site is served by City sewer service.

b. Water

The site is served by City water service.

c. Stormwater

This is an existing structure. The addition of the bar to the existing grill will not change the footprint of the structure nor the impervious surfaces on the property. As a result the proposed use will not generate additional stormwater.

d. Fire Protection

Whitefish Fire Department currently serves the property.

e. Police Protection

Whitefish Police Department currently serves the property.

f. Street (public or private)

The property fronts on Wisconsin Avenue which will provide access to parking and the building.

g. Parks (residential only)

N/A

h. Sidewalks

The Wisconsin Bike/Pedestrian Path runs along the front of the applicant's property.

i. Bike/pedestrian ways – including connectivity to existing and proposed developments

The Wisconsin Bike/Pedestrian Path runs along the front of the applicant's property.

6. How will your project impact on adjacent properties, the nearby neighborhoods and the community in general? Describe any adverse impacts under the following categories.
- Excessive traffic generation and/or infiltration of traffic into neighborhoods

The property is zoned for resort business use. The small bar and grill are accessory to the existing hotel structure and is intended for the guest lodging in the hotel facility. The 338 square foot bar and grill will not generate additional traffic to the facility.

- Noise, vibration, dust, glare, heat, smoke, fumes, odors

The operation of a small bar within an existing resort hotel that caters to the hotel clientele should have no noise, vibration, dust, etc., impacts on neighboring properties.

7. What are the proposed hours of operation?  
The hours of operation will coincide with the pool hours of the hotel.

8. How is the proposal compatible with the surrounding neighborhood and community in general in terms of the following:

- Structural bulk and massing

The proposed bar is located within an existing resort lodge facility. The Lodge is surrounded by open space and other resort business or resort residential properties. The proposed bar will not be seen from anybody outside of the hotel.

- Scale

The proposed addition of the bar use will not change the scale of the existing hotel, pool area or existing grill. As a result the scale of the building will not change.

- Context of existing neighborhood

The context of the neighborhood is primarily resort commercial and resort residential. A very small bar/grill within the existing Viking Falls pool facility will complement the existing use.

- Density

The proposed 338 square foot bar with four bar stools will not change the density of the hotel.

- Community Character

The property is located in a resort business neighborhood and the proposed bar is accessory to the indoor pool facility of the Lodge. The proposed bar should have no negative impacts on these neighboring uses or the Community Character.

## B. PROPERTY OWNER LIST

Submit a list of names with mailing addresses of property owners within **150 feet** of the proposed use (**public street right-of-ways are not counted as part of the**

**150 feet).** The owner of record must appear exactly as on the official records of Flathead County. This list is obtained from the Flathead County GIS Department using the 'Adjacent Landowner Request' form.

C. SITE PLAN

Submit a site plan, either drawn to scale or with dimensions added, which shows in detail your proposed use, your property lines, existing and proposed buildings, traffic circulation, driveways, parking, landscaping, fencing, signage, and any unusual topographic features such as slopes, drainage, ridges, etc. Where new buildings or additions are proposed, building sketches and elevations shall be submitted.

I hereby certify under penalty of perjury and the laws of the State of Montana that the information submitted herein, on all other submitted forms, documents, plans or any other information submitted as a part of this application, to be true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application be untrue, I understand that any approval based thereon may be rescinded, and other appropriate action taken. The signing of this application signifies approval for the Whitefish Planning & Building staff to be present on the property for routine monitoring and inspection during the approval and development process.

  
Applicant's Signature

1/6/16  
Date

Brian Averill  
Print Name

Application for Conditional Use Permit – City of Whitefish  
Exhibit A  
Property Owner List

TRACT\_ID:3122X24-VCK-19  
ASSRNO:0505401  
GEOCODE:07429224402010000  
OWN:AVERILL FAMILY LIMITED PARTNERSHIP, DAN L  
ADDRESS:(P) 1399 WISCONSIN AVE WHITEFISH MT 59937  
ADDRESS:(M) PO BOX 275 BIGFORK MT 59911

TRACT\_ID:3122X24-VCK-OPENSOURCE-A  
ASSRNO:0505402  
GEOCODE:07429224402300000  
OWN:WHITEFISH LAKE INSTITUTE INC  
ADDRESS: null  
ADDRESS:(M) 550 E 1ST ST # 103 WHITEFISH MT 59937

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February 29, 2016

Mayor Muhlfeld and City Councilors  
City of Whitefish  
Whitefish, Montana

Mayor Muhlfeld and Councilors

**Recommendation to Award a Contract Amendment for RPA to Oversee the Design, Bidding, and Construction of the Depot Park Gazebo**

February 29, 2016

Mayor Muhlfeld and City Councilors  
City of Whitefish  
Whitefish, Montana

Mayor Muhlfeld and Councilors

**Introduction/History**

The Parks and Recreation Department has worked with Robert Peccia and Associates (RPA) for the past eleven months as RPA has provided engineering services for the Depot Park Master Plan Revisions and Implementation Project.

In February of 2015 Council approved the contract with RPA for services to include surveying, conceptual design, and preliminary outreach, allowing for a refinement and update to the Master Plan to be presented to the public during monthly Park Board meetings and to be approved by the Park Board of Commissioners. The contract was for an amount not to exceed \$88,300. RPA has completed the tasks outlined in the initial contract and will be presenting the finalized Master Plan to the Park Board March 8, 2016.

A significant element of the Depot Park Master Plan is the gazebo located in the southeastern portion of the park. RPA, in collaboration with Bruce Boody and Ross Anderson, presented to the Park Board several conceptual designs for the gazebo. Through the conceptual design process, the gazebo took shape as a 30', elevated, ADA accessible gazebo with electrical outlets and lighting. On February 9, 2016, the Park Board of Commissioners moved to approve the gazebo design as presented, contingent upon available funds. The motion was approved with a five to one vote, with Member Schnee in opposition.

**Current Report**

Tax Increment funds have been committed to the Depot Park Master Plan. Currently, \$224,792 is available in the Tax Increment Fund (TIF) for this project, including \$10,000 in grant monies received from the Whitefish Rotary. Due to cost increases for the City Hall and Parking Structure Project, the Depot Park Master Plan Implementation Project appropriation has been decreased from the original \$480,802 in the FY16 Adopted Budget to \$224,792. With the Master Plan nearly complete, the Park Board wishes to move forward with the construction of the Depot Park Gazebo. RPA has submitted a contract amendment for these services in the amount of \$34,900. The scope of work for this contract amendment is construction design, bidding, and construction of the gazebo. Work for the three above tasks are anticipated to be completed by July 1, 2016.

**Financial Requirement**

The Parks and Recreation Department and RPA have negotiated a contract amendment for the services describe above in an amount not to exceed \$34,900. This amount will be paid out of the Tax Increment Fund. Currently, \$224,792 is available for this project this fiscal year, which includes a \$10,000 grant from Whitefish Rotary. The breakdown of associated costs is as follows:

**Depot Park Master Plan Revision and Implementation**

\$ 14,184	FY15
<u>\$ 74,116</u>	FY16
\$ 88,300	Total Master Plan Costs

**Gazebo Design, Bidding, and Construction**

\$ 34,900	RPA Contract Amendment for Design, Bidding, and Construction (Breakdown of costs detailed in contract amendment)
\$ 75,000	Gazebo Structure (RPA Cost Estimate)
\$ 38,000	Gazebo Elevation (RPA Cost Estimate)
\$ 4,500	Gazebo Electrical (RPA Cost Estimate)
<u>\$ 9,300</u>	Landscaping / Irrigation (RPA Cost Estimate)
\$161,700	Total Gazebo Design, Bidding, and Construction Costs

**Total Estimated FY16 TIF Expenditures**

\$ 74,116	Master Plan Revision and Implementation Project
<u>\$ 161,700</u>	Gazebo Design, Bidding, and Construction
\$ 235,816	

Therefore, there is an \$11,024 difference in allocated funds versus estimated costs. However, there is contingency remaining in TIF that would be available to support the difference. The total amount of increased available funds from the

contingency will be determined once bids have come in. If the bids come in at a higher cost than available funds, by Park Board motion the project would not be able to move forward. If there are sufficient funds available, the bid award will still be subject to Council approval, once bids have been received.

Recommendation

Staff respectfully recommends the City Council authorize the execution of a contract amendment with Robert Peccia and Associates, in an amount not to exceed \$34,900, for engineering services for the design, bidding, and construction of the Depot Park Gazebo.

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

**EXHIBIT "A"**  
**AMENDMENT No. 1**  
**SCOPE OF SERVICES**

**DEPOT PARK IMPROVEMENTS PROJECT**  
**CITY OF WHITEFISH**

**TASK 4 – DESIGN, BIDDING AND CONSTRUCTION OF GAZEBO**

**TASK 401 – DESIGN PHASE (GAZEBO)**

**TASK 402 – BID TO AWARD PHASE (GAZEBO)**

**TASK 403 – CONSTRUCTION PHASE (GAZEBO)**

**Project Description:** The Depot Park Improvements Project, the "Project", generally consists of reconstructing Depot Park and the adjacent right-of-ways. The project will include revisiting the Depot Park Master Plan and updating/incorporating other planning documents, such as the Downtown Master Plan Update. The project may incorporate multiple phases of construction, spanning multiple construction seasons.

**Scope of Services Description:** The full scope of services will be presented in several scopes of services, containing tasks. This scope of services will include work required to design, bid and construct the Gazebo. A conceptual design of the Gazebo was completed in a previous task order and that conceptual design will be the basis for this work.

**TASKS 401 THROUGH 403**

**Task 401 – Design Phase (Gazebo)**

Project Coordination and Management

Throughout this task the Consultant will provide project coordination and management. The Consultant will manage this task in an effort to make sure the project is delivered on time and within budget.

Deliverables: The Consultant will prepare invoices on a monthly basis for this task.

Prepare Review Set of Construction Drawings

The Consultant will complete the architectural and engineering work required to prepare a Review Set of Construction Drawings. The review set will include 11" x 17" sheets with sufficient details of the architectural and engineering design to prepare a review set of construction drawings. The Construction Drawings will include civil, architectural, structural, electrical and landscaping plans for the Gazebo.

Deliverables: The Consultant will provide two (2) sets of 11" x 17" pints of the Review Set of Construction Drawings.

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Update Opinion of Probable Cost

The Consultant shall calculate the project bid quantities from the review set of construction drawings for incorporation into the bid proposal. After the bid quantities have been computed the Consultant will update the Opinion of Probable Cost based on the calculated preliminary bid quantities. The opinion of probable construction cost should be an estimate of the "average" cost to perform the work, not the "low" bid cost.

Deliverables: The Consultant will provide an updated opinion of probable cost.

Review Meeting

The Consultant will arrange a meeting with the City to review the Review Set of Construction Drawings and the updated opinion of probable cost. The purpose of this meeting is to review the plans and allow the City to comment on them. This meeting gives the City another opportunity to modify the design and add or delete work items. The Consultant will prepare minutes from this meeting.

Deliverables: The Consultant will prepare meeting minutes and distribute via e-mail.

Final In-House Review and QA/QC Approval

The Consultant will coordinate an in-house Quality Assurance \ Quality Control (QA\QC) review of the plans and specifications to gain approval to advertise for bids. The Consultant will incorporate comments from the QA/QC reviewing and update the contract documents.

Deliverables: None.

Prepare Contract Documents

The Consultant will incorporate comments from the review meeting and QA/QC review into the Construction Drawings and prepare the Contract Documents. The Contract Documents will consist of the advertisement for bid, instructions to bidders, proposal, general conditions, supplementary conditions, special provisions, technical specifications, standard forms and the construction drawings.

The Consultant will also incorporate the most current version of the prevailing wage rates that they believe are appropriate for this project. The City shall review the prevailing wage rates that are selected for publication in the Contract Documents to determine if they agree that they are the appropriate rates for the project. Unless specifically directed by the City to replace the wage rates selected, the Consultant will assume that the City concurs in the rates chosen.

For the specifications, the Consultant will incorporate the most current version of the Montana Public Works Standard Specifications (MPWSS) for civil work. No specifications will be prepared for the architectural items, due to the limited amount of materials required for this project.

Deliverables: The Consultant will prepare five (5) sets of the Contract Documents, including 11" x 17" sets of construction drawings.

Architectural Review

The Consultant will complete the Architectural Review Application and submit it for review. The Consultant will attend the Architectural Review Committee meeting. The fee for the architectural review will be paid

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directly by the City.

Deliverables: The Consultant will prepare and deliver the Architectural Review Application and attend the review meeting.

#### Building Permit

The Consultant will prepare the Building Permit Application along with all required information and submit to the City for a Building Permit. The fee for the building permit will be paid directly by the City.

Deliverables: The Consultant will prepare and deliver the Building Permit Application and all required information to the City Building Department.

### **Task 402 – Bid to Award Phase (Gazebo)**

#### Project Coordination and Management

Throughout this task the Consultant will provide project coordination and management. The Consultant will manage this task in an effort to make sure the project is delivered on time and within budget.

Deliverables: The Consultant will prepare invoices on a monthly basis for this task.

#### Prepare Contract Documents

The Consultant will print and produce fifteen (15) complete paper sets and a complete .PDF set of the Contract Documents. The .PDF set will be posted on RPA's website for viewing by potential bidders. The City will receive three (3) paper sets of the Contract Documents. The Consultant will receive three (3) paper sets of the Contract Documents. Four (4) paper sets will be retained to give to the successful low bidder. The remaining paper sets will be available for potential bidders to purchase, if they do not wish to print their own sets from RPA's website.

Deliverables: The Consultant will prepare fifteen (15) sets of Contract Documents.

#### Preparing Official Bid Proposal

The Consultant will print and produce fifteen (15) complete paper sets of the Official Bid Proposal. Any Contractor wishing to submit a bid for the project must purchase an Official Bid Proposal and be on the Plan Holders List.

Deliverables: The Consultant will prepare fifteen (15) sets of Official Bid Proposal.

#### Advertise for Bids

The Consultant will coordinate the advertisement for bids in the Daily Interlake for two (2) consecutive weekly advertisements. The advertisement will run on the same day once a week, for two consecutive weeks. The fee for the advertisement will be paid directly by the City.

#### Pre-Bid Conference

The Consultant shall schedule and conduct a Pre-Bid Conference for the project. The location and time for the

Pre-Bid Conference will be clearly stated in the *Invitation for Bids* and/or *Information for Bidders* sections of the Contract Documents. The intent of this conference is to make the Contractors are fully aware of the project requirements.

The Consultant will be responsible for conducting the meeting and taking meeting notes and answering any technical design related questions. A *Pre-Bid Conference Sign-In Sheet* shall be circulated amongst the attendees for a record of those persons present.

Deliverables: The Consultant will prepare and distribute meeting minutes via e-mail of the Pre Bid Conference.

#### Planholder's List

The Consultant will distribute the Official Bid Proposal to those Contractors who request them. No Official Bid Proposal shall be sent to any Contractor who has not supplied the proper deposit. Each Official Bid Proposal shall be numbered sequentially in the order in which they are transmitted. The Consultant will maintain a *Planholder's List* which identifies all Contractors which have received an Official Bid Proposal. This record shall include writing down the Contractor's name and address, bid proposal number, and deposit received.

#### Issuing Addenda

On some projects it becomes necessary to send out a written addenda to the Contract Documents. The addenda serves to make clarifications or changes in the *Contract Documents* prior to the bid opening. All written addenda issued will become part of the *Contract Documents* and all bidders shall be bound by such addenda, therefore a copy of the addenda shall be sent to all planholders.

Deliverables: The Consultant will prepare Addenda as required and send them to all planholders.

#### Bid Opening

The Consultant shall attend the Bid Opening. When the City requests that we open and read the bids aloud, it shall be the Consultant's responsibility to do so.

Unless otherwise directed by the City, the only bid information that will be read aloud at the bid opening will be the Contractor's name and address, Contractor's registration number, the Contractor's base bid, and additive alternate bids if applicable. A *Summary of Bids* form shall be distributed to all persons at the Bid Opening.

The Consultant will review all bids received for bid irregularities. Items to be reviewed include the Bid Bond, math errors in the bid, acknowledgment of receipt of any and all addenda, Contractor's registration number and proper completion of all bid document forms.

Deliverables: The Consultant will prepare a Summary of Bids to record all "as read" bid results.

#### Bid Tabulations

The Consultant shall return from the Bid Opening with all the Contractor's bid packages so the Consultant can prepare the bid tabulations. The Consultant is responsible for transferring the unit bid prices and total bid prices shown in the Contractor's bid onto a *Bid Tabulation Sheet*. Any math errors in the Contractor's bid will be noted on the bid tabulations and the correct figure shown.

Deliverables: The Consultant will prepare the Bid Tabulations.

#### Award Recommendation

After the *Bid Tabulations* have been prepared and approved, the Consultant shall write a *Recommendation of Award* e-mail to the Client.

The *Recommendation of Award* shall be based on the lowest responsive bid, the absence of any bid irregularities (or in accordance with an Attorney's opinion in the case of bid irregularities), and the ability of the Contractor to perform the work. If the Contractor's qualifications are not known, a Pre-Award Conference may be required prior to the *Recommendation of Award*.

Deliverables: The Consultant will prepare an Award Recommendation and submit via e-mail.

#### Notice of Award and Executed Contract Documents

Once a Contractor has been approved by the City, the Consultant shall complete and transmit three copies of a *Notice of Award* to the City for their signature. The Consultant will transmit all of the signed Notice of Award's to the Contractor for their signature.

After the Contractor signs the *Notice of Award*, the Consultant shall transmit three copies of the *Agreement Between City and Contractor* to the Contractor. The Contractor should be asked to sign all three copies and return them to our office, along with the required *Performance and Payment Bonds, Certificates of Insurance, and Power of Attorney*. This set of documents constitutes the Executed Contract Documents.

Deliverables: The Consultant will prepare five (5) sets of the Executed Contract Documents. The Executed Contract Documents will be bound and on 8 ½" x 11".

### **Task 403 –Construction Phase (Gazebo)**

The Engineer will provide construction engineering for this project. The work will include administration and observation of the work performed by the Contractor. The Engineer will complete the following items of work.

#### Project Coordination and Management

Throughout this task the Consultant will provide project coordination and management. The Consultant will manage this task in an effort to make sure the project is delivered on time and within budget.

Deliverables: The Consultant will prepare invoices on a monthly basis for this task.

#### Preconstruction Conference

The Consultant shall schedule and facilitate a Preconstruction Conference (Pre-Con) with the City, Contractor, subcontractors, and any other applicable representatives. Both the Consultant's Project Manager and the Consultant's On-Site Representative shall attend the Pre-Con. The Project Manager is responsible for conducting the Pre-Con, while the Consultant's On-Site Representative records accurate minutes of the items discussed.

Deliverables: The Consultant will prepare a Preconstruction Conference Agenda and Minutes of the

Preconstruction Meeting.

Submittal Reviews

The Consultant will receive, review and return all required submittals received from the Contractor. The Consultant will maintain a *Submittal Log*, which will provide a permanent record of when submittals were received by our office, when we returned them, and what actions are required of the Contractor.

Deliverables: The Consultant will prepare a Submittal Log and review all received submittals from the Contractor. A copy of all submittals will be prepared for the City.

Construction Administration and Observation (Part-Time)

The Consultant and the Consultant's Sub-Consultants will provide construction observation and project administration for the project. The work will be completed on a part-time basis, of approximately 6 hours per week during construction activities. The Contractor's performance will be compared to plans and specifications.

The construction is not anticipated to exceed **four (4) weeks**. If additional construction observation is required due to additional construction time required for the Contractor to complete the project, the Consultant will negotiate for compensation for additional time and expenses as well.

No quality control testing of material is included in this task order. Required independent testing and laboratory work will be contracted through the selected Contractor with the laboratory test results being submitted simultaneously to the Consultant for review.

Deliverables: The Consultant will prepare a Weekly Construction Report that will be e-mailed out to the City, Contractor and Sub-consultants.

Project Punchlist

The Consultant will prepare a Project Punchlist for the Contractor when he/she is substantially complete. The Punchlist will detail the remaining work items and site cleanup the Contractor has to complete prior to the Final Project Inspection. The Contractor's satisfactory completion of the Punchlist items does not constitute final acceptance of the project, it merely means that the Contractor is ready for Final Inspection with the City.

Deliverables: The Consultant will perform a review of the project and prepare a Project Punchlist. A copy of the Project Punchlist will be e-mailed out to the City, Contractor and Sub-consultants.

Final Project Inspection

Representatives of the City, the Contractor, and the Consultant shall visit the project site for a Final Project Inspection. A thorough walk-through inspection shall be conducted to provide the Owner the opportunity to comment on the quality of the finished project, to point out work items or cleanup which require additional work, or accept the project as complete.

Deliverables: The Consultant will prepare a Final Project Punchlist. A copy of the Final Project Punchlist will be e-mailed out to the City, Contractor and Sub-consultants.

Pay Requests

The Consultant will prepare a Pay Requests for the Contractor to review and sign. The Consultant will certify each pay request prior to submitting to the Owner.

Deliverables: The Consultant will prepare and certify the Pay Requests and submit to the City for processing.

**Anticipated Timeline for Project Completion**

Work for Tasks 401, 402, and 403 are anticipated to be completed by July 1, 2016.

**Other**

All fees or charges required by the City of Whitefish Architectural Review Committee, City of Whitefish Building Department and Daily Interlake will be paid directly by the City. The Consultant has not included these fees or charges in this Scope of Work or the Cost Proposals.

K:\Kal-Proj-Data\15101.000 - Depot Park - Phase II Project\B. Contract\2. Task Orders\Task Order 401, 401 & 403 (CA#1)\15101.400\_EXH\_A.DOC

**EXHIBIT "B"**  
**AMENDMENT No. 1**  
**COMPENSATION SCHEDULE AND PROCEDURE;**  
**REIMBURSEMENT OF EXPENSES**

**DEPOT PARK IMPROVEMENTS PROJECT, CITY OF WHITEFISH**

**TASK 4 – DESIGN, BIDDING AND CONSTRUCTION OF GAZEBO**

**TASK 401 – DESIGN PHASE (GAZEBO)**

**TASK 402 – BID TO AWARD PHASE (GAZEBO)**

**TASK 403 – CONSTRUCTION PHASE (GAZEBO)**

**A. COMPENSATION**

Compensation for the Depot Park Improvements Project – Amendment No. 1 will be on an hourly basis not to exceed a ceiling limit of Thirty Four Thousand Nine Hundred Dollars and Zero Cents (\$34,900.00), without prior written authorization. This will bring the total contract ceiling amount for the Depot Park Improvements Project to One Hundred Twenty Three Thousand Two Hundred Dollars and Zero Cents (\$123,200.00).

A Depot Park Improvements Project – Amendment No. 1 cost proposal is shown on Attachments "B-1".

Cost will be the Consultant's current billable hourly rates. Profit will be 15% of the Consultant's loaded labor.

**B. METHOD OF PAYMENT**

The Consultant will submit invoices during the last week of each month, identifying the tasks performed and the number of hours worked by each staff member during the billing period. The consultant will indicate total cost to date and percent of project completion for the billing period.

**C. REIMBURSABLE EXPENSES**

An estimate of reimbursable expenses required for the proposed projects are shown on Attachment "B-2" of this addendum. Other reimbursable expenses will be paid in accordance with the Consultant's January 1, 2016 Schedule of Reimbursable Expenses shown as Attachment "B-3".

**Attachment “B-1”  
Cost Proposals**

See separate attachments

**ROBERT PECCIA & ASSOCIATES, INC.  
ENGINEERING SERVICES CONTRACT  
SCHEDULE OF ESTIMATED COSTS**

**DEPOT PARK IMPROVEMENTS PROJECT  
SUMMARY OF ESTIMATED FEES**

RPA Project #: 15101.000

ATTACHMENT B-1

Initial Agreement				Contract Amendment No. 1					
Task 1	Task 2	Task 3	Task 4						
SURVEYING	CONCEPTUAL DESIGN	PRELIMINARY PUBLIC OUTREACH	DESIGN, BIDDING AND CONSTRUCTION OF GAZEBO						
RPA Fees =	\$6,780.77	\$36,789.51	\$11,173.12	\$18,637.76					
Sub Fees =									
BBLA =	\$880.00	\$16,180.00	\$5,400.00	\$4,255.00					
KB ENGINEERS =				\$3,000.00					
Ross Anderson =	\$0.00	\$5,400.00	\$1,540.00	\$8,300.00					
Direct Expenses =	\$1,597.75	\$1,857.50	\$675.50	\$728.40					
Subtotal Fees (Rounded) =	\$9,300.00	\$60,200.00	\$18,800.00	\$34,900.00					
<b>Total Fees =</b>			<b>\$88,300.00</b>	<b>\$34,900.00</b>					

**Summary of Estimated Reimbursable (Direct) Expenses**

Computer Expense =	\$1,658	
Mileage Expense =	\$681	
Telephone, Postage and Fax =	\$60	
Printing and Copies =	\$1,200	
Survey Equipment Expense =	\$1,200	
<u>Survey Supply Expense =</u>	<u>\$60</u>	
<b>Total Direct Expenses =</b>	<b>\$4,859.15</b>	\$4,859.15 check

**Summary of Total Contract**

Initial Agreement =	\$88,300.00
Contract Amendment No. 1 =	\$34,900.00
<b>Total Contract Amount =</b>	<b>\$123,200.00</b>

**ROBERT PECCIA & ASSOCIATES**  
**CIVIL ENGINEERING SERVICES CONTRACT**  
**SCHEDULE OF ESTIMATED COSTS**



Depot Park Improvements Project  
 Whitefish, MT

**TASK NO. 4 - Design, Bidding and Construction of Gazebo**  
**GAZEBO**

**Attachment B-1**

RPA Project No. 15101.000  
 Date: February 2016

Work Item/Subtask	Project Manager \$55.27	Structural Engineer \$46.13	Person Days			Engineering Technician \$24.98	Admin. Assist. \$19.93	Total Person Days
			Civil Engineer \$35.32	CADD Tech. \$25.94				
<b>TASK 401: DESIGN PHASE (GAZEBO)</b>								
Project Coordination and Management	0.5							0.5
Prepare Review Set of Construction Drawings	0.2	3.0	1.0	1.5			0.5	6.2
Update Opinion of Probable Cost			0.2					0.2
Review Meeting	0.5							0.5
Final In-House Review and QA/QC Approval	0.5							0.5
Prepare Contract Documents		0.5	0.5	0.5	1.5		0.5	3.5
Architectural Review	0.2							0.2
Building Permit	0.2							0.2
<b>TASK 402: BID TO AWARD PHASE (GAZEBO)</b>								
Project Coordination and Management	0.5							0.5
Prepare Contract Documents			0.5				0.5	1.0
Prepare Official Bid Proposal			0.2				0.2	0.4
Advertise for Bids			0.1					0.1
Pre-Bid Conference			0.2					0.2
Planholder's List							0.2	0.2
Issuing Addenda			0.2				0.2	0.4
Bid Opening			0.2					0.2
Bid Tabulations					0.2			0.2
Award Recommendation			0.2					0.2
Notice of Award and Executed Contract Documents			0.2			1.0	0.5	1.7
<b>TASK 403: CONSTRUCTION PHASE (GAZEBO)</b>								
Project Coordination and Management	0.5							0.5
Preconstruction Conference			0.2			0.2		0.4
Submittal Reviews						0.5		0.5
Construction Administration and Observation (Part-time)						2.0		2.0
Project Punchlist			0.2			0.5		0.7
Final Project Inspection			0.3			0.5		0.8
Pay Request						0.2	0.2	0.4
<b>TOTAL PERSON-DAYS:</b>	<b>3.1</b>	<b>3.5</b>	<b>4.2</b>	<b>2.0</b>	<b>6.6</b>	<b>2.8</b>	<b>22.2</b>	
<b>TOTAL PERSON-HOURS:</b>	<b>24.8</b>	<b>28.0</b>	<b>33.6</b>	<b>16.0</b>	<b>52.8</b>	<b>22.4</b>	<b>177.6</b>	
<b>LABOR COST PER EMPLOYEE:</b>	<b>\$1,370.70</b>	<b>\$1,291.64</b>	<b>\$1,186.75</b>	<b>\$415.04</b>	<b>\$1,369.63</b>	<b>\$446.43</b>	<b>\$6,080.19</b>	

**DIRECT EXPENSES**

**Assumptions / Exclusions:**

Subcontracted Services (BBLA - Landscape Architect)	\$4,255.00
Subcontracted Services (KB Engineers - Electrical Engineer)	\$3,000.00
Subcontracted Services (Ross Anderson - Architect)	\$8,300.00
Equipment (Survey GPS \$400/day)	
Equipment (Computers)	\$376.00
Equipment (Survey Robotic \$200/day)	
Per Diem - Day	
Per Diem - Overnight	
Mileage - 12 trips	\$212.40
Telephone, Postage and Fax	\$20.00
Printing	\$100.00
Misc. Supplies	\$20.00
<b>Total:</b>	<b>\$16,283.40</b>

All Fee's for Architectural Review, Building Permit and Advertisements will be paid directly by the City.

**SUMMARY OF ENGINEERING SERVICES**

Direct Labor	\$6,080.19	
Overhead (Current OH Rate X Direct Labor)	\$10,126.56	166.55%
<hr/>		
Subtotal Labor Cost:	\$16,206.75	
Direct Expenses	\$16,283.40	
<hr/>		
Subtotal Project Costs:	\$32,490.15	
Profit (15% of Subtotal Labor Cost):	\$2,431.01	
<hr/>		
<b>Total Engineering Fee (Rounded):</b>	<b>\$34,900.00</b>	

**Attachment "B-2"**  
**Estimated Reimbursable (Direct) Expenses**

**DEPOT PARK IMPROVEMENTS PROJECT, CITY OF WHITEFISH**  
**TASK 4 – DESIGN, BIDDING AND CONSTRUCTION OF GAZEBO**  
**TASK 401 – DESIGN PHASE (GAZEBO)**  
**TASK 402 – BID TO AWARD PHASE (GAZEBO)**  
**TASK 403 – CONSTRUCTION PHASE (GAZEBO)**

**1. Subcontracted Services**

The Consultant will subcontract with Bruce Boody Landscape Architect, KB Engineers (Electrical Engineer) and Ross W. Anderson Architect for this project. The Attachment B-1 shows the breakdown of each subconsultants fees.

**TOTAL ESTIMATED SUBCONTRACTED SERVICES = \$ 15,555.00**

**2. Computer Expenses**

Computer expenses will be incurred for use of software and computer stations. Computer expenses are calculated at \$6.50/hour for CADD Time and \$2.25/hour for PC Time.

**TOTAL ESTIMATED COMPUTER EXPENSES = \$ 346.20**

**3. Mileage Expenses**

The basis for calculating mileage expenses is the assumption that round trip mileage between RPA Kalispell office and Whitefish is 30 miles. Mileage for RPA four-wheel drive vehicles would be charged at a rate of \$0.59/mile. We estimate the following trips will be required:

Tasks 401 through 403 (12 trips) 360 miles

**TOTAL MILEAGE EXPENSES = \$ 212.40**

**4. Telephone, Postage, and Fax**

Postage and shipping charges will likely be incurred in delivering correspondence, reports, and mailing project newsletters to the City of Whitefish and citizens.

**TOTAL TELEPHONE/POSTAGE/FAX CHARGES = \$ 20**

**5. Printing and Copies**

Printing and copying charges will be incurred in delivering correspondence, reports, news letters and plans to the City of Whitefish.

**TOTAL PRINTING AND COPIES EXPENSES = \$ 100**

**6. Survey Equipment Expense**

We estimate the use of a GPS System for 0 days @ \$ 400.00/day.

**TOTAL EQUIPMENT EXPENSES = \$ 0**

**7. Misc. Supplies Expense (Stakes, Lathe, Paint, etc.)**

Supply charges will be incurred during the surveying and construction activities including use of stakes, lathe, paint, etc.

**TOTAL SUPPLIES EXPENSES = \$ 20**

**Attachment "B-3"**  
**RPA Schedule of Reimbursable Expenses**  
**January 1, 2016**

See separate attachment

**ROBERT PECCIA & ASSOCIATES, INC.**  
**SCHEDULE OF REIMBURSABLE EXPENSES**  
**January 1, 2016**

**TRAVEL EXPENSES:**

<i>Mileage Expense--Two Wheel Drive Vehicles</i>	<i>\$0.54 per mile or current Federal mileage rate</i>
<i>Mileage Expense--Four Wheel Drive Vehicles</i>	<i>\$0.59 per mile</i>
<i>SUE Truck - Mileage</i>	<i>\$1.00 per mile</i>
<i>Per Diem</i>	<i>State or Federally Allowable Rates</i>
<i>Cessna 172</i>	<i>\$75.00 per hour</i>
<i>Other</i>	<i>\$ at actual cost</i>

**REPRODUCTION EXPENSES:**

<i>Plain Paper Photocopies</i>	<i>\$0.10 per copy</i>
<i>Color Photocopies - 8 1/2 X 11</i>	<i>\$1.00 per copy</i>
<i>Color Photocopies - 11 X 17</i>	<i>\$1.15 per copy</i>
<i>All Other Outside Printing Expenses</i>	<i>\$ at actual cost</i>
<i>Photographic Developing Charges</i>	<i>\$ at actual cost</i>

**CONSTRUCTION ENGINEERING & SURVEYING EQUIPMENT:**

<i>Nuclear Densometer</i>	<i>\$100.00 per day/\$200 per week/\$650 per month</i>
<i>Flow Recorder</i>	<i>\$10.00 per day/\$30 per week/\$100 per month</i>
<i>Wind Recorder</i>	<i>\$75.00 per month</i>
<i>Laser Level</i>	<i>\$20.00 per day/\$75 per week/\$225 per month</i>
<i>Digital Level</i>	<i>\$75.00 per day/\$350 per week/\$1000 per month</i>
<i>Line Locator</i>	<i>\$30.00 per day</i>
<i>Robo - 5600</i>	<i>\$225.00 per day</i>
<i>Robot S6</i>	<i>\$325.00 per day</i>
<i>GPS - RTK System</i>	<i>\$400.00 per day</i>
<i>GPS - Rover</i>	<i>\$225.00 per day</i>
<i>Sewer Flow Meter</i>	<i>\$25.00 per day/\$50 per week / \$150 per month</i>
<i>Confined Space Entry Equipment</i>	<i>\$100.00 per day</i>
<i>Submersible Transducers (with data logger)</i>	<i>\$120.00 per day</i>
<i>Nonsubmersible Transducers (with data logger)</i>	<i>\$100.00 per day</i>
<i>Controlotron Ultrasonic Flow Meter</i>	<i>\$15.00 per hour/\$100.00 per day</i>
<i>4-Wheeler</i>	<i>\$100.00 per day</i>
<i>Jackhammer</i>	<i>\$45.00 per day</i>
<i>Turbidimeter</i>	<i>\$20.00 per day</i>
<i>Trimble Juno GPS / GIS Hand Held</i>	<i>\$50.00 per day</i>
<i>Troll 9500 (Water Quality Sampler)</i>	<i>\$560.00 per month</i>
<i>SUE - Vacuum Truck Usage</i>	<i>\$150.00 per hour</i>

**TRAFFIC & TRANSPORTATION EQUIPMENT:**

<i>Traffic Counters</i>	<i>\$50.00 per day</i>
<i>Range Tracking System</i>	<i>\$50.00 per day</i>
<i>Electronic Turning Movement Counters</i>	<i>\$15.00 per day</i>
<i>Traffic Signs</i>	<i>\$20 per job per sign</i>

**OFFICE EQUIPMENT & SUPPLIES:**

<i>Computers: Word Processing / Accounting</i>	<i>\$2.25 per hour</i>
<i>Computers: CADD /Microstation/Corel Draw</i>	<i>\$6.50 per hour</i>
<i>Fax Machine</i>	<i>\$1.00 per page</i>
<i>Long Distance Telephone Charges</i>	<i>\$ at actual cost</i>
<i>Postage Costs</i>	<i>\$ at actual cost</i>
<i>Federal Express Services</i>	<i>\$ at actual cost</i>
<i>Other Office Supplies (Specifically purchased for project)</i>	<i>\$ at actual cost</i>

**SUBCONTRACTORS:**

*Invoiced at actual cost incurred by Consultant plus administrative charges.*

**OTHER EQUIPMENT:**

*All other equipment is included in the hourly rate charge, and the client will not be charged separately for such items. This policy is subject to change in the future. The above equipment list may be amended as necessary for future equipment purchases.*

APPROVED BY: RPA BOARD OF DIRECTORS

Date: 02/01/16

**ROBERT PECCIA & ASSOCIATES**

**Depot Park Gazebo Project**  
**Whitefish, MT**

**PROJECT SCHEDULE**

**RPA Project No. 15101.000**  
**Date: February 11, 2016 (by REM)**

<b>Work Item/Task</b>	<b>Date</b>	<b>Duration (calendar days)</b>	<b>Notes</b>
<b>CONSTRUCTION DOCUMENT DEVELOPMENT</b>			
Park Board Approved Design & Project Budget	<b>Tuesday, February 09, 2016</b>		
Council Approves Contract Amendment	??		
Submit Preliminary Plans to City Staff for Review	<b>Friday, March 25, 2016</b>		Get Started ASAP
Team Design Meeting to Reivew City Comments	<b>Friday, April 01, 2016</b>	7	
Submit Final Plans to Park Board for Review & Approval	<b>Tuesday, April 12, 2016</b>	11	
Sumbit Final Plans to Building Department	<b>Friday, April 15, 2016</b>	3	
Obtain Building Permit	<b>Friday, April 29, 2016</b>	14	
Produce Final Plans for Bidding	<b>Friday, April 15, 2016</b>		
<b>ADVERTISING AND BID OPENING (LIMITED SOLICITATION)</b>			
1st Advertisement	<b>Sunday, April 17, 2016</b>	2	Daily Interlake
2nd Advertisement	<b>Sunday, April 24, 2016</b>	7	Daily Interlake
Pre-Bid Meeting	<b>Thursday, April 21, 2016</b>	4	
Bid Opening	<b>Tuesday, May 03, 2016</b>	9	No Sooner than 5, More than 12
<b>NOTICE OF AWARD AND CONTRACT EXECUTION</b>			
Council Award	<b>Monday, May 16, 2016</b>		
Issue Notice of Award	<b>Tuesday, May 17, 2016</b>	1	
Sign Construction Contract	<b>Monday, May 30, 2016</b>	13	
<b>CONSTRUCTION</b>			
Start Construction	<b>Monday, May 30, 2016</b>	30	30 Calendar Days
End Construction	<b>Wednesday, June 29, 2016</b>		



REVISION	BY	APPR.	DATE
<b>PRELIMINARY NOT FOR CONSTRUCTION</b>			
SYM			

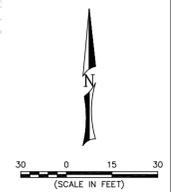
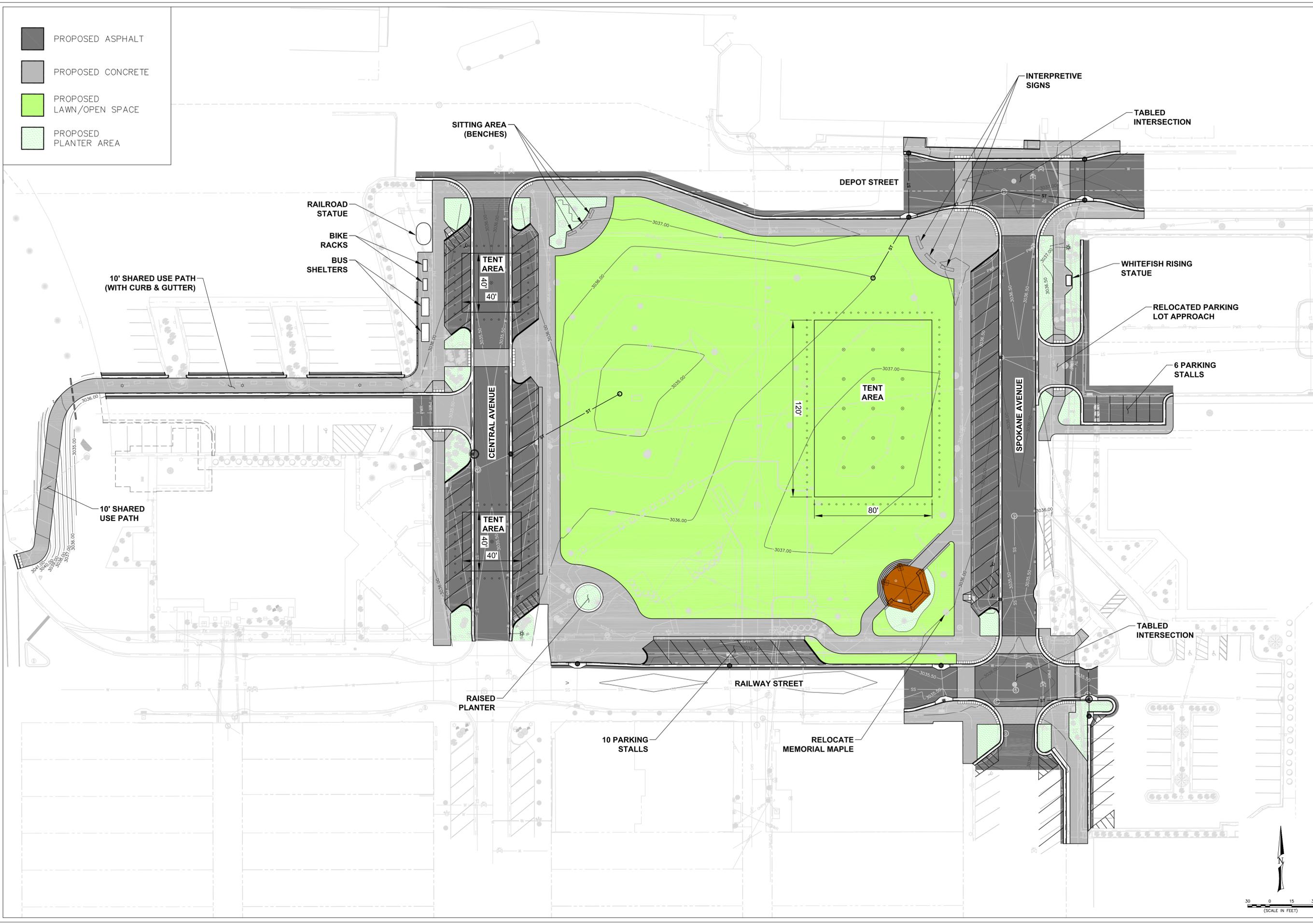
B. THEIS	DESIGNED BY	FEBRUARY 2016	DATE
M. ROGERS	DRAWN BY	15101.000	PROJECT NO.
R. MITCHELL	CHECKED BY	Prop Plan_WDP	FILE

PROJECT TITLE  
**DEPOT PARK  
MASTER PLAN UPDATE**  
Whitefish, Montana

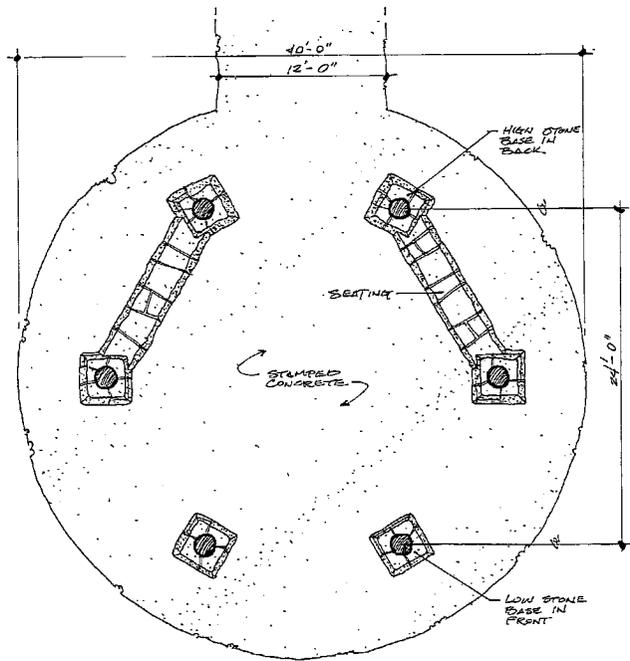
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**PROPOSED  
MASTER PLAN  
UPDATE**

SHEET  
**2**

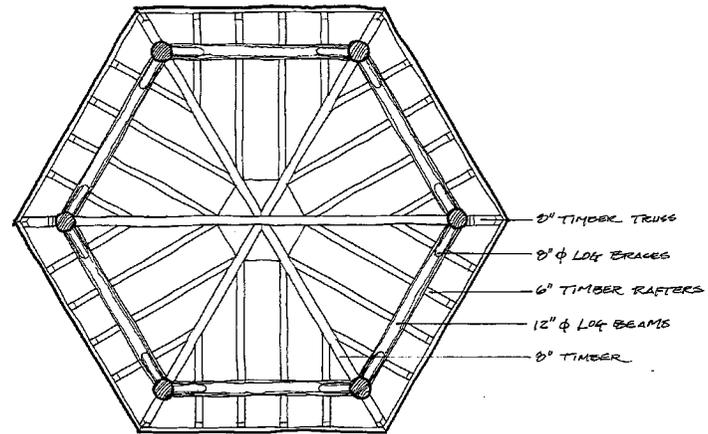
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED LAWN/OPEN SPACE
- PROPOSED PLANTER AREA



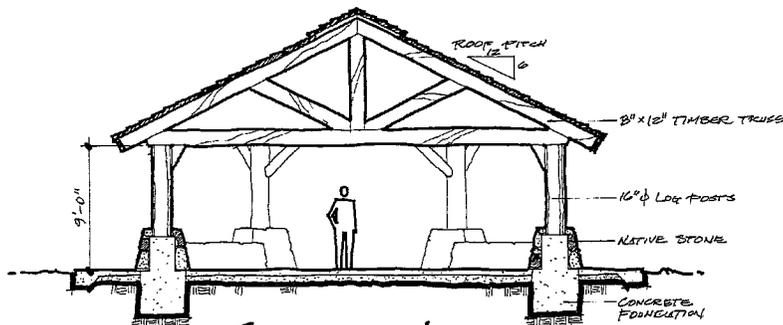
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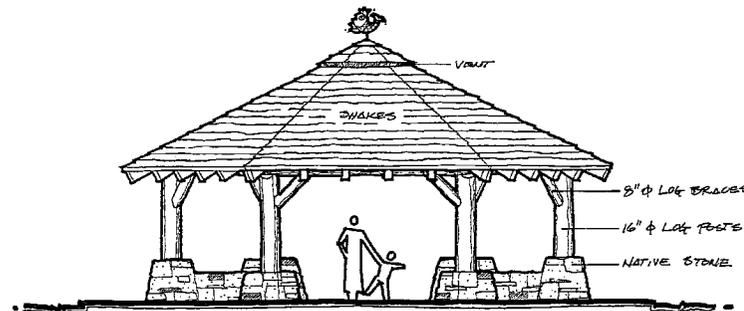
**FLOOR PLAN**  
 1/4" = 1'-0"  
 3/30/15



**REFLECTED CEILING PLAN**  
 1/4" = 1'-0"



**SECTION**  
 1/4" = 1'-0"



**ELEVATION**  
 1/4" = 1'-0"

**Gazebo**  
 Depot Park  
 Depot Park Phase II  
 Whitefish, Montana



The owner of the building, as the record of contract, is the sole party of record. Any other party to the contract is not a party to this contract. The architect is not responsible for the design or construction of the building. The architect is not responsible for the design or construction of the building. The architect is not responsible for the design or construction of the building.

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PROGRESS PRINT DATE

9/30/15

RELEASE DATE

REVISIONS

Floor Plan  
 Reflected Ctg.  
 Building Section  
 N. W. Elevation

A1502

A-1



**Park Board Meeting Minutes**  
**February 9, 2016**

**Park Board Members Present:** Doug Wise, Jim DeHerrera, Ron Brunk, Terri Dunn, Susan Schnee and Frank Sweeney

**Park Board Members Absent:** Ray Boksich

**Guest:** Ryan Mitchell and Noah Bodman

**City Staff Present:** Maria Butts and Mary Blubaugh

A. Call to Order: 7:00 pm

B. Approval of February 9, 2016 Agenda- The agenda was approved.

C. Approval of the November minutes. Vice President Brunk moved to approve. Member DeHerrera seconded. The minutes are approved with all ayes.

D. Public Comments – None

E. Committee Reports

a. Bicycle/Pedestrian Committee – The Park Board received a copy of the minutes from the meeting on February 1<sup>st</sup>. On the topic of the BNSF Landing, John Kajiwara prefers a swap of his property at the BNSF Landing for property owned by BNSF closer to this house. The committee likes this option and says this matter is now between Mr. Kajiwara and BNSF. The Master Plan was also discussed. Input from the committee will be vital to this document.

b. Tree Advisory Committee – The committee did not meet.

c. Ice Rink Advisory Committee – Minutes from the WSFF Board meeting were distributed to the Park Board. The WSFF is meeting once a month. Vice President Brunk passed to the Board different logos being considered for the Ice Den. Member Sweeney said if a new logo is used, ownership of the mark is either with the city or assigned to the city. President Wise asked if they had made a decision on summer programming. Director Butts said not yet.

d. WAG Board Rep Committee – The Park Board members were given the minutes to review. President Wise told the Board the dog wash will be started mid-June. The WAG Race and Dog Day Celebration is scheduled for May 25<sup>th</sup>. Jim Lockwood was elected President. There is a possibility WAG may choose to not be a subcommittee of the Park Board. There is a way to have their 15 member board. This MOU will eventually come back to the Park Board.

F. Presentations

a. Depot Park Master Plan Update – Ryan Mitchell passed to the Park Board a revised gazebo design. President Wise, Member DeHerrera, Vice President Brunk and Director Butts met with Ryan a few weeks ago to verify the design was moving in the right direction. The concrete area around the gazebo has been reduced. The structure has been pulled back as well. The total cost estimate is \$127,000. The gazebo itself is \$75,000. To raise/elevate the gazebo is an additional \$38,000. Electrical is \$4,500 and landscaping is \$9,300. Ryan hopes to have the gazebo constructed by July 1<sup>st</sup>. The start date would be around May 30<sup>th</sup>. President Wise asked for comments on the new design. He also asked Director Butts if we are within our budget. Director Butts said we have \$224,792.00 in our FY16 Budget.

The \$127,000 does not include the engineering costs. This amount is construction only. The fee total should be around \$34,900. This places the all in cost at \$162,200.

Member DeHerrera made a motion to approve the design as presented and to go forward contingent upon the budget.

Vice President Brunk seconded.

There was then discussion on this motion.

Vice President Brunk is worried about the cost. It seems like a lot of money for a gazebo. He is very sensitive to our spending.

Member Dunn said she underestimated the cost. She also has concerns the cost will go up by the time it is completed. Ryan said there should not be a lot of surprises. It is not a complicated project.

Member Schnee is opposed to the elevation and the cost. The original design was fine and went along with the Master Plan.

Member DeHerrera is a little surprised at the cost, but if the money is in the budget, he is ok with it. Ryan said they are trying to be in the middle range of possible bid costs.

Director Butts asked didn't we talk about a gazebo with a diameter of 24 feet. This design has a diameter of 30 feet. Ryan said he believes it has always been 30 feet from outside post to outside post.

President Wise said the expense is acceptable. We would lose the money from Rotary if we do not do this project. There is money in the budget for this.

Member Sweeney said to make this a performance venue has bumped the price \$38,000. An elevated gazebo is still not something he personally thinks is necessary. The type of performances we may want would not fit in there anyway. He can get on board with this, if this is what the rest of the Park Board wants.

Member DeHerrera said the Whitefish Legacy Hootenanny event is an example of the types of bands/groups that could perform in this gazebo.

A vote was taken on the motion. The tally for the vote was 5 ayes and 1 nay, with Member Schnee in opposition. The motion does carry pending budgetary approval.

Member Sweeney said he does not want this to turn into another project that goes way over budget. President Wise said this will not be approved if the cost goes above what has been presented.

Ryan said he could do a base bid, which is the gazebo and concrete, and an alternate bid for the landscape and irrigation. This work could be done later if it turns out we do not have the budget to do it all now.

Member Dunn asked if the landscaping could be done in stages to give us more "wriggle room." Ryan said yes, that can be done as well.

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



To: Mayor John Muhlfeld  
City Councilors

From: David Taylor, AICP, Planning and Building Director

A handwritten signature in blue ink, appearing to read "David Taylor".

Re: Staff Report – Recommendation to award professional contract for  
Wisconsin Avenue Corridor Planning to Applied Communications  
LLC

Date: March 7, 2016

#### Introduction/History

The City Council prioritized Wisconsin Avenue as the next point of study for a long range corridor plan. Staff issued a request for proposals (RFP) for professional land use and transportation planning assistance for a Wisconsin Avenue Corridor Plan in early January. The application deadline closed on January 28<sup>th</sup>.

#### Current Report

The only response to the RFP we received was from Applied Communications LLC of Whitefish. Because there was only one proposal, no selection committee was necessary. Staff is confident that Applied Communications LLC will do a thorough and professional job. Their proposal is well done and falls within the budget allotted for the project.

The firm is made up of professional planners Kathleen McMahon and Robert Horne, and they will team up with Robert Peccia and Associates (RPA) and GSBS Richman Consulting for this project. As a local firm, they have an excellent familiarity with Whitefish and our adopted long range plans, as well as the necessary experience for a successful project. Because of the transportation element of the plan, having RPA on board will be very useful, as they did our 2009 Transportation Plan, our Whitefish Urban Corridor Study, and designed the Wisconsin Avenue bike and pedestrian path.

A copy of their proposal is attached.

Financial Requirement

The contract, to be negotiated after council approval, will be not to exceed \$50,000. That amount was in our FY 15/16 budget and will be paid for out of TIF funds.

Recommendation

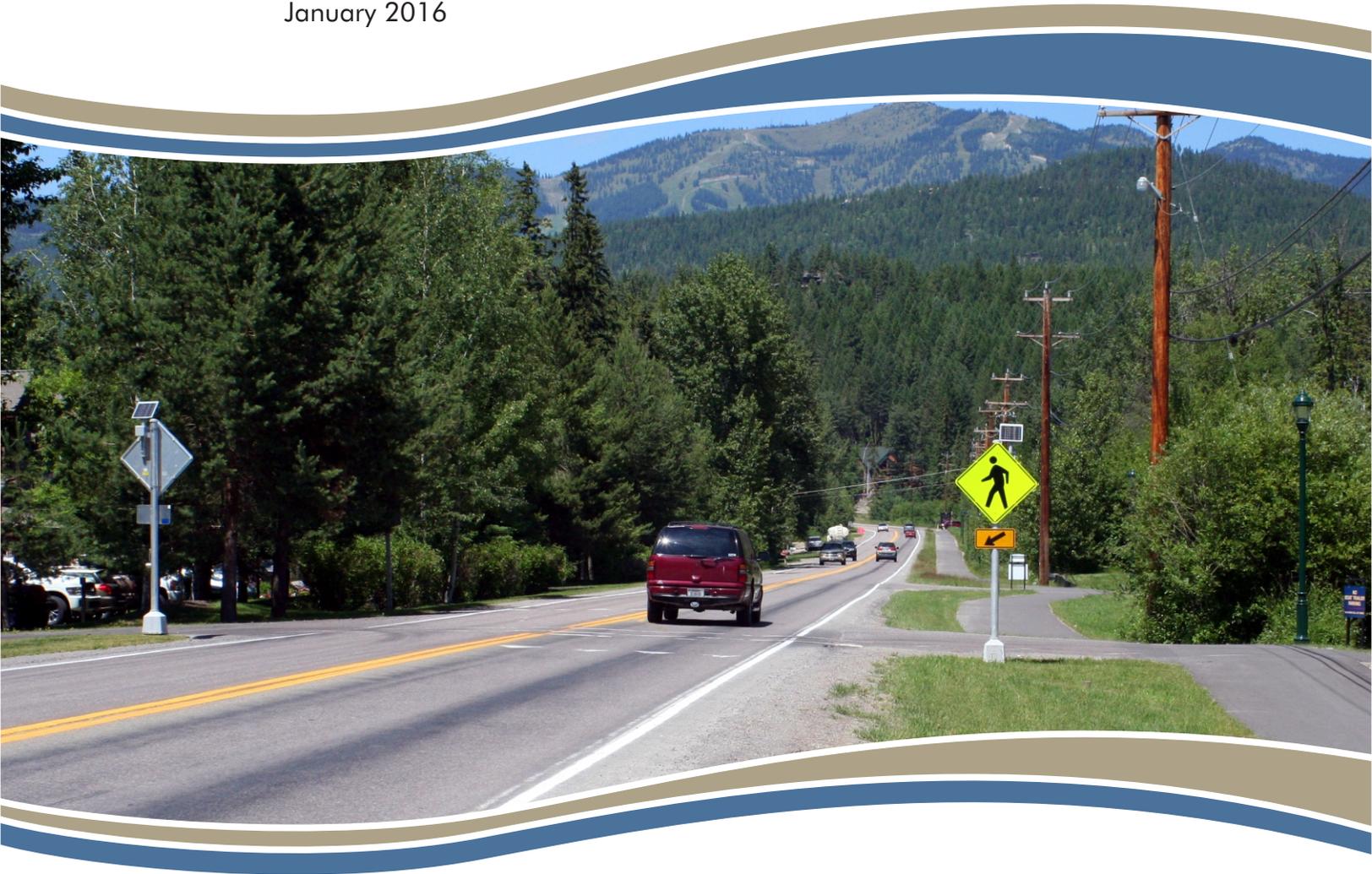
Staff respectfully recommends the City Council award a contract for the Wisconsin Avenue Corridor Plan to Applied Communications, LLC in the amount of \$50,000.

Professional Services Proposal and Cost Quotation

# Wisconsin Avenue Corridor Plan



Prepared for:  
**City of Whitefish, Montana**  
January 2016



Prepared by:  
**Applied Communication**  
Whitefish, Montana



In association with:  
**Robert Peccia and Associates**  
Kalispell, Montana



And:  
**GSBS Richman Consulting**  
Salt Lake City, Utah

# I. OVERVIEW

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The team of Applied Communications, GSBS Richman Consulting, and Robert Peccia & Associates (RPA), is pleased to present this proposal for planning services for the Wisconsin Avenue Corridor Plan. We have put together a team with the skills, experience, and the commitment to see the Wisconsin Corridor Plan through to a successful completion.

Applied Communications LLC will be the lead consultant for the team, and will be the primary client contact and project administrator. As you are aware, AppCom is based in Whitefish, and will be available for meetings, updates, and contacts with the media on very short notice. Kate McMahon founded Applied Communications in 1997, and the firm has always specialized in service to small communities and rural counties. Bob Horne joined the firm in 2007 so that we could provide better service to clients who have planning, economic development, and growth management needs.

Other team members include Christine Richman of GSBS Richman, who will provide economic real estate market analyses to quantify the expected performance of the preferred land uses in the corridor. Applied Communications has worked with Christine Richman on the East Anaconda Reuse Plan and other components of Anaconda-Deer Lodge County's Superfund redevelopment efforts. RPA staff will take the lead in transportation and infrastructure planning and provide mapping services. Currently, Applied Communications and Robert Peccia & Assoc. are teaming on a project for Helena/Lewis & Clark County/Broadwater County to implement the recommendations of the Fort Harrison Joint Land Use Study.

Our team offers a number of advantages including extensive planning and facilitation experience of each principal assigned to the project. This experience allows us to present a full range of strategies for the project so the City can determine the most suitable solutions for its needs. Additionally, team members of Applied Communications are based in Whitefish and have completed a number of projects for the City. RPA staff is based in Kalispell and has also worked on numerous projects for Whitefish. Our familiarity with the community will allow us to efficiently launch the project and will help us integrate insights about overall community vision into the plan. This translates to greater value for the City than what an out of area team or firm could deliver.

The attached proposal details our approach to this project based on the needs outlined in the RFP. We strongly believe we have the combination of skills required to produce the highest quality plan for the City. We look forward to the opportunity to discuss this approach with you in person and to work with the City on this most important project.

## II. PROJECT TEAM

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### [Kathleen McMahon, AICP - Applied Communications LLC](#)

Ms. McMahon has over 30 years of experience in city planning that includes the preparation of all types of long-range planning documents from growth policies, park plans, downtown plans, regional plans, trail plans, and economic development plans. She has managed complex planning projects and is experienced using a variety of public facilitation techniques to engage diverse stakeholders. Kate will be the project manager, coordinator of all work elements, and the key contact person for the client. Kate will also attend and facilitate the Steering Committee as well as stakeholder meetings. She will take the lead in planning related data collection and will take part in land use analyses, build out scenarios, and in formulation of recommended land uses. She will be primarily responsible for compiling the corridor plan document.

### [Christine Richman - GSBS - Richman Consulting](#)

Christine is a renowned urban economic analyst with a Master's in Business Administration. She specializes in economic impact analysis and redevelopment strategies. Christine will be the lead researcher for the economic performance and property utilization studies. This analysis will provide the foundation for understanding existing conditions and for determining market opportunities and feasibility for recommended land uses in the downtown and transition area. Christine will also take the lead in identifying redevelopment opportunities and will contribute to development and redevelopment strategies and actions set forth in the corridor plan. GSBS – Richman Consulting associate, Dejan Eskic, will assist Christine with these tasks.

### [Robert Horne, Jr., AICP - Applied Communications LLC](#)

Mr. Horne has over 40 years of community planning experience. Bob has served as planning director for several communities, and has extensive experience in long range planning as well as drafting and administering land use regulations. Bob will also assist with facilitation for the Steering Committee and stakeholder meetings. He will conduct analyses on the build-out scenarios and assist with the development of goals, policies, and land use recommendations. He will contribute to overall implementation strategies, including the recommended regulatory framework.

### [Brandon Theis, PE - Robert Peccia & Associates](#)

Mr. Theis is a civil engineer that has, for the last 10 years, been primarily focused on urban street and utility planning and design. Brandon has performed planning and design for many urban projects that included new streets, water, wastewater, storm drainage, pedestrian facilities, and power/phone/gas/cable. He will conduct a review of the existing infrastructure and determine the adequacy of existing infrastructure to support the recommended land uses.

### [Hunter Simpkins - Robert Peccia & Associates](#)

With over 16 years of extensive experience as an expert GIS coordinator and analyst, Ms. Simpkins has worked with federal, state, and local government agencies to develop GIS exhibits for planning purposes. Ms. Simpkins will develop, create, and produce maps and graphics for documents and public involvement displays.

## Workload and Project Availability

### Applied Communications LLC

AppCom routinely manages three to five projects in house at any one time. Currently, Applied Communications is part of the project team working with Lewis & Clark County/Helena to implement the recommendations of the Joint and Use Study for the Fort Harrison/Limestone Hill area. The firm will be finalizing Growth Policy updates for Teton County, MT and the City of Choteau, MT in February. AppCom is based in Whitefish and will be readily available for all meetings that are part of the corridor planning project.

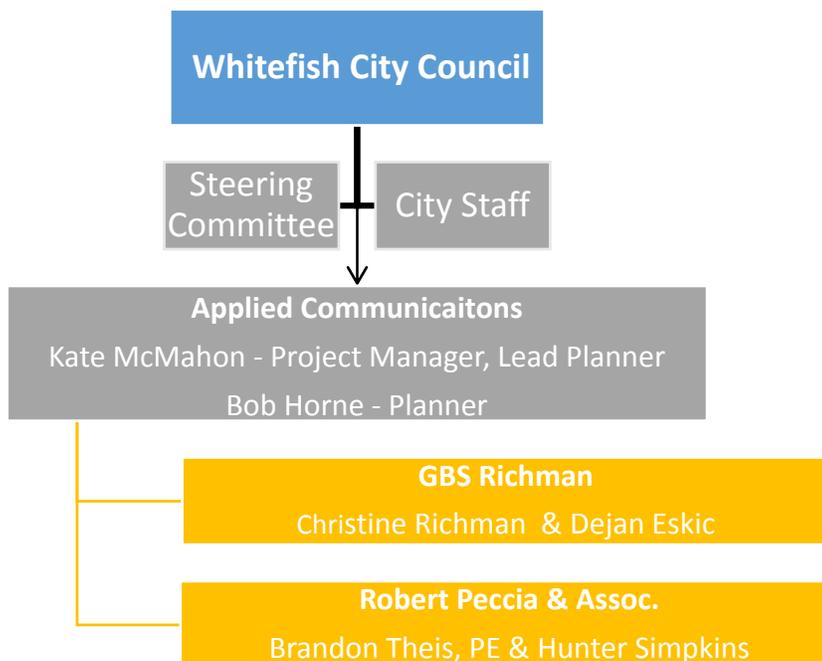
### GSBS Richman

Christine Richman and the rest of the GSBS Richman professionals are available to dedicate the time necessary to complete the Whitefish Montana, Wisconsin Corridor Plan within the proposed scheduled timeframe.

### Robert Peccia & Assoc.

Brandon Theis, PE and Hunter Simpkins are available to dedicate the time necessary to complete the Wisconsin Corridor Plan. Brandon is based in the Kalispell office and can be readily available for meetings or site reviews of the existing infrastructure. Work on this project can be managed within their existing workload.

Figure 1: Organizational Chart



### III. RELEVANT EXPERIENCE

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#### MISSOULA GROWTH POLICY

<http://www.ci.missoula.mt.us/1748/Our-Missoula>

Applied Communications worked with the City of Missoula Development Services Department to conduct the public participation process for the City’s Growth Policy update. The City Council adopted the new Growth Policy in November, 2015. This project involved:

- Planning and organizing a kick-off community meeting that involved a key-note speaker and hands-on displays to encourage public involvement. Approximately 130 people attended.
- Conducting 30 listening sessions with an analysis of over 3,000 unique comments from these meetings.
- Production of video with highlights from the listening sessions.
- Managing logistics and working with six different focus groups that each met once a month over a six-month period to develop goals, objectives and action items for the Growth Policy. Small group nominal exercises, on-line surveys, and mapping exercises were used throughout these meetings to engage participants.
- Compiling focus group work into goals, policies, and action items for the Growth Policy.
- Facilitating Steering Committee meetings to review the work of the focus groups, to develop future land use scenarios and to provide feedback on Growth Policy elements.
- Planning and organizing an open house to solicit community feedback on the plan.
- Over 500 people were involved at various stages of the planning process. The entire process was completed in a 12-month time period. (On-time and on-budget)
- Presentations at the Planning Board and City Council public hearings as part of adoption process.



## EAST ANACONDA REUSE PLAN

Christine Richman and Robert Horne Jr. collaborated on this neighborhood plan to provide concepts and strategies for the remediation and redevelopment of former industrial properties in east Anaconda. The subject area included the East Yards, Red Sands, Mill Creek, and the Opportunity Triangle. In addition to creating an employment base on the redeveloped sites themselves, the plan also contains the following objectives:

- Increase employment in the community across all sectors.
- Provide opportunities for area youth to stay in the community after graduation.
- Set the stage for economic diversification and growth.
- Capitalize on opportunities already in the community.
- Establish partnerships to make ADLC the renewable energy center of the region.
- Provide enhanced recreational opportunities for residents and visitors.
- Provide for the environmentally safe redevelopment of the area while minimizing negative impacts of environmental wastes on future development potential.
- Showcase the healing of damaged sites through the use of sustainable design principles in redevelopment.
- Create physical, economic, and thematic links between newly redeveloped areas and the exiting community.
- Promote the utilization of existing infrastructure and innovative solutions to transportation within and between the sites.
- Incorporate and integrate the natural environment into the redevelopment of each site.
- Create an eco-industrial zone to promote sustainable growth.



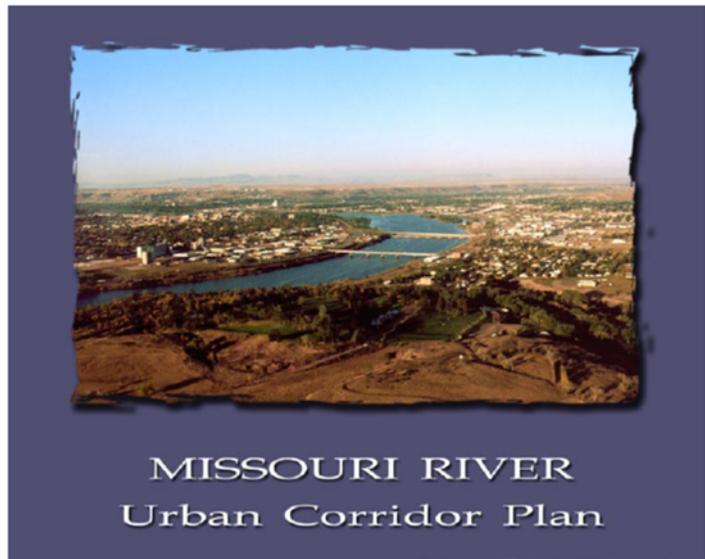
## Missouri River Corridor Plan

<http://www.appcom.net/interior.asp?documentsubcatID=147&PageID=1496>

As Planning Director for the Great Falls City-County Planning Board, AppCom principal, Bob Horne, oversaw the development of the Missouri River Corridor master plan. The primary purpose of this plan was to present a vision for what was possible in the corridor and how it could be achieved. Along with the vision, the plan then sets forth a series of strategies and actions to make the vision a reality.

To complete the project, Bob worked with a multi-disciplinary team that included CTA Architects, Leland Consulting, and Walker-Macy architects and urban designers. The process involved meeting regularly with the Corridor Plan Work Group and included community meetings and workshops. Near the end of the project, Bob traveled to Portland to work with the consultant team and helped to guide the development concepts. Highlights of the plan include:

- Plan components included an analysis of existing conditions, development constraints & opportunities, development of “guiding principles” and recommendations for implementation strategies.
- A unique feature of the plan was the formulation of development concepts for strategic locations, or focal points, within the study area. These nodes of high-intensity, mixed-use residential and commercial development were intended to provide a hub for commercial activity, creating growth and opportunity. All activity nodes are planned to be walkable, safe, and inviting, but differ from one another in character, function and purpose, so that each offers a unique experience. The plan showed how “pulse developments” could be interspersed with lower-intensity uses such as community open space that provide amenities and serve as buffers.
- Implementation strategies addressed physical design elements, financial considerations, marketing and regulatory concerns.
- Since adoption of the plan, the City has successfully created a tax increment finance district, received brownfield grants, redeveloped a riverside park, and seen extensive redevelopment of this corridor. New development includes a federal courthouse, hotel, and microbrewery.



## Bountiful Main Street Evaluation

<https://www.dropbox.com/sh/o8jy67xvycpkui6/AADAcIQQPZixLOJPAJ4yKPPca/Bountiful%20Report.pdf?dl=0>

GSBS Richman Consulting is completing a plan for the final three years of the Bountiful Main Street Redevelopment Project Area. Christine Richman is the project manager for the project that evaluates the progress to date in activating historic Bountiful Main Street. The final report will include recommendations for infrastructure investments and policy changes to support current and future community activities and business development. The project includes an evaluation of current and future market based retail opportunities for Bountiful's Main Street and recommendations for investments in additional streetscape improvements or amenities to support community activities in the Main Street area. In addition to technical analysis, GSBS has provided planning level concepts for changes and investments in Main Street.



TYPICAL INTERSECTION PLAN



## Books Cliff Transportation Corridor Study & Unita County Transportation District Market Analysis and Economic Opportunities

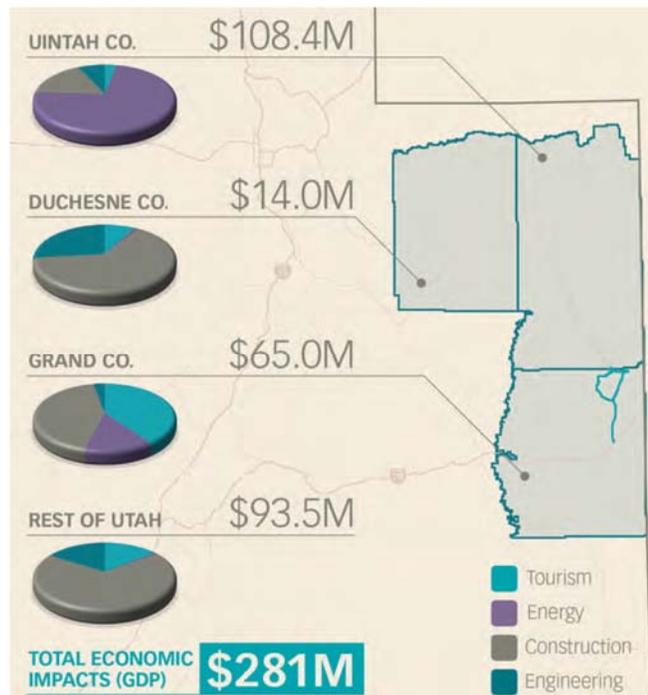
UINTAH COUNTY, DUCHESNE COUNTY, GRAND COUNTY | UINTAH COUNTY COMMISSIONER MARK RAYMOND | 435.781.5381 | COMPLETED: DEC. 2015

The Book Cliffs Transportation Corridor Study (study) investigated the economic desirability and impacts of constructing a transportation corridor (study corridor) linking Seep Ridge Road in southern Uintah County, Utah to Interstate 70 (I-70) in Grand County, Utah. The study is part of a process to help ensure that future decisions regarding the study corridor consider the best interests of all stakeholders.

The study considered economic impacts to Grand, Duchesne, and Uintah counties, as well as general impacts to the state of Utah. The study evaluated corridor-related economic impacts to tourism and energy industries.

GSBS Consulting was tasked with estimating the economic impact, real estate market implications, and overall municipal service and fiscal impacts as a result of increase in transportation connectivity.

The analysis entailed tourism industry spending and energy production impacts on employment and population growth in short and long-term timelines. The process included rigorous data analysis and continuous collaboration with elected officials and two separate workshops.



[https://www.dropbox.com/sh/o8jy67xvycpkui6/AAAvDBgmL5VGJEMJRfS11I6va/BookCliffsTransCorridorStudy\\_LOWRes.pdf?dl=0](https://www.dropbox.com/sh/o8jy67xvycpkui6/AAAvDBgmL5VGJEMJRfS11I6va/BookCliffsTransCorridorStudy_LOWRes.pdf?dl=0)

## West Valley City Center Analysis/Fairborne Station

GSBS Richman won a design competition to complete a design and phasing plan for a proposed mixed use, transit oriented development at 3500 South and 2700 West. The project includes office, retail, residential and lodging uses. Stephen Smith was the project manager and took primary responsibility for stakeholder input and land use planning. It involved balancing the priorities and needs of community representatives and the developers, as well as maintaining a plan that is viable in the current and future real estate market. Christine Richman quantified market opportunity and established a phasing plan to minimize risk and maximize opportunity for all stakeholders. The plan establishes an appropriate balance of uses in the area to ensure the benefits of a mixed use development are achieved even when phased in over time. Lars Erickson was the lead site designer on the project and oversaw the construction of the public open space components of the plan.

The Promenade is the central green space and gathering area for the Fairbourne Station Development. Site amenities include passive green spaces, walking trails, active and passive water fountains, restrooms, and picnic areas. Interpretive signage and a themed interactive scale tell the various stories and history of the site throughout the years. Additionally, Lehman Avenue, with its tree lined streetscape, will be the location of future street festivals, farmers markets and community activities. Add in all that with the direct adjacency to public mass transit, residential living, a new hotel, retail shopping, a county library and civic buildings and you literally have a park in the center of all the action. The Promenade weaves all this urban fabric together beautifully, while creating a pedestrian friendly environment at the heart of Utah's second largest city.

This plan won the award of Excellence in Planning from the Utah Chapter of American Planning Association.



# IV. PREVIOUS WORK - WHITEFISH

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## APPLIED COMMUNICATIONS

### Whitefish City Attorney

Kathleen McMahon is currently under contract with the Whitefish City Attorney to prepare an expert report to review a zoning action by Flathead County.

### Whitefish Parks & Recreation Master Plan (2013)

In 2013, Applied Communications teamed with Bruce Boody Landscape Architects to develop the first ever City of Whitefish Park & Recreation Master Plan. The plan presented a vision for the development of future parks as well strategic direction regarding the role of the Park and Recreation Department. The planning process included a needs assessment, stakeholder meetings, and a community survey.

### Whitefish Trail (2006 & 2012)

In 2006, Applied Communications worked with a consortium that included the City of Whitefish to develop the "A Trail Runs Through It Master Plan". Kathleen McMahon, facilitated a steering committee that represented a diverse group of stakeholders. The planning process included two public meetings, each of which were attended by over 100 people, as well as a community survey and a planning charrette. In 2012, Applied Communications worked with Whitefish Legacy Partners and the City of Whitefish to facilitate meetings with the DNRC to secure a permanent recreation easement for the Whitefish Trail in the Beaver Lake and Skyles Lake areas.

### Whitefish Housing Needs Assessment (2008)

Applied Communications completed a Housing Needs Assessment for the Whitefish Housing Authority. This assessment included a housing survey, pricing profile, key informant interviews, and structural condition analysis. Key findings included an evaluation of energy conservation and rehab programs and the need for more variety in product types to match the area's changing demographics.

### Whitefish Growth Policy (2007)

After leaving the City of Whitefish in May, 2007, Applied Communications Principal, Robert Horne, was contracted to work with the Planning Board, City Council, and the public to complete the Growth Policy and see it through to adoption.

## ROBERT PECCIA & ASSOCIATES

### Whitefish Transportation Plan (2009)

The City of Whitefish and the Montana Department of Transportation retained RPA to complete a city-wide Transportation Plan. The Transportation Plan was developed to help guide community decisions made about the management and operation of transportation systems and facilities (including non-motorized transportation and transit) within the Whitefish area over a 20-year planning horizon.

### Whitefish Urban Corridor Study of US 93 (2009)

The study focuses on US 93 from its intersection with 13th Street northward along Spokane Avenue to 2nd Street and 2nd Street from Spokane Avenue through Baker Avenue. RPA developed mapping, collected and analyzed data, conducted an environmental scan of the corridor, and identified and evaluated a full range of transportation and design options for the corridor—including designs from MDT's Somers to Whitefish EIS and other designs proposed after the EIS. The study process involved MDT, FHWA, the City of Whitefish, a Citizens Advisory Committee (CAC), resource agencies, and the public in helping to identify transportation problems and effective solutions.

### Wisconsin Avenue Bike/Pedestrian Path (2008)

The Wisconsin Avenue Bike/Pedestrian Path project included the design and construction of a 2.4 mile long shared use path along Wisconsin Avenue in Whitefish, Montana. This project was designed in coordination with the City of Whitefish and MDT. The project included a detailed hydraulic analysis of a complex storm sewer system for the purpose of providing drainage along the urban section of the path. In addition, the project included minimizing impacts to existing utilities and right-of-way along the alignment, design of a new path lighting system, and design of erosion control plans. This project was funded through the Montana Air and Congestion Initiative (MACI) Discretionary Program with local matches by the City of Whitefish.

### Wisconsin Avenue Force Main (2008)

The Wisconsin Avenue Force Main project was completed in conjunction with the Viking Lift Station Replacement Project. RPA prepared a collection and conveyance study for the City of Whitefish for areas upstream and downstream of the Viking Lift Station. After review of the report, it was determined that a new force main would need to be installed to connect the lift station to other parts of the sewer collection system with more capacity. RPA looked at design alternatives and cost estimates and determined, that due to the location adjacent to a MDT State Secondary, that a Horizontal Directional Drill would be the most economical option.

### Viking Lift Station Replacement (2009)

This lift station included retrofitting existing wet wells and maintaining flows thru the existing lift station. The new lift station was constructed to pump and convey additional flows from development along Wisconsin Avenue, Big Mountain, Lookout Ridge and Ptarmigan Village. RPA prepared a detailed analysis of existing land use and proposed build-out to estimate the sewer flows. The lift station included two (2) 50 Hp submersible VFD pumps with pumping rates from 500 gpm to 1,000 gpm.

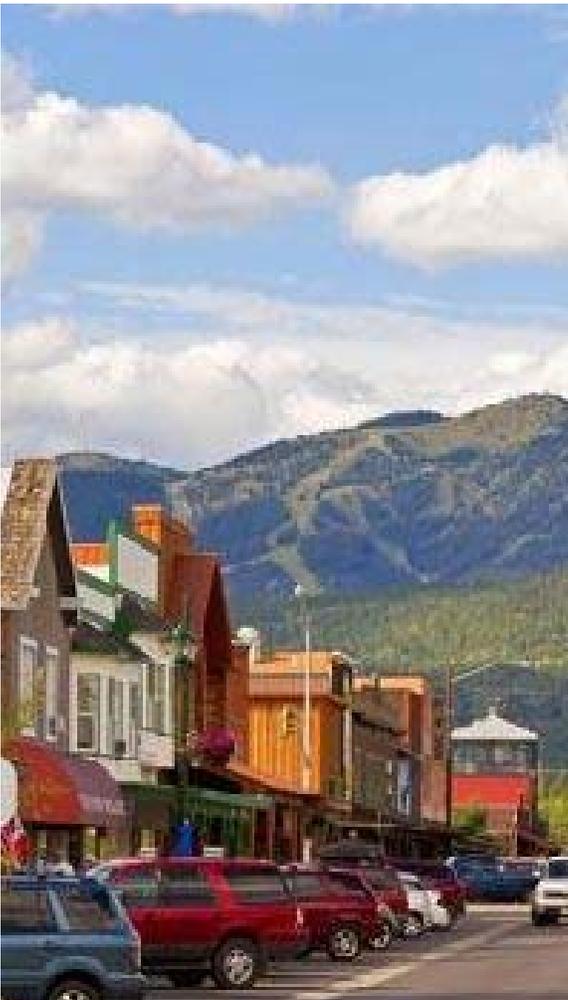
# V. FIRM INFORMATION

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## APPLIED COMMUNICATIONS, LLC

151 Wedgewood Ln.  
Whitefish, MT 59937  
(406)863-9255  
[kate@appcom.net](mailto:kate@appcom.net)

Working for Communities  
Engaging Citizens  
[Planning for Change](#)



Applied Communications has been providing planning services in Montana since 1997. The firm regularly consults with local governments and has extensive experience working on a wide range of projects including growth policies, strategic plans, special area plans, park and recreation master plans and downtown plans. These projects routinely involve a broad cross section of stakeholders, integrate complex organizational strategies, and coordination with many interrelated planning processes.

Principals of the firm bring the facilitation, analytical, planning, communication, and project management skills that are needed for this project. Ms. McMahon and Mr. Horne have an established record of working with local governments and partnering with community groups to successfully address planning issues. They use a variety of participation techniques to support planning programs and promote community involvement. The firm regularly partners with affiliate firms to provide a wider range of services.

Kathleen McMahon is the founder of AppCom. She holds a Bachelor's Degree in Urban & Regional Planning from the University of Illinois and has over 30 years of professional community planning experience. In 1998, she received a Master Degree in Educational Technology from George Washington University. Robert Horne joined the firm in 2007 and has over 40 years of experience. He holds a Master's Degree in Urban & Regional Planning from Florida State University.

The firm of Applied Communications is a registered Limited Liability Corporation in the State of Montana and is a certified Disadvantaged Business Enterprise (DBE) with the Montana Department of Transportation.

<b>Organizational Structure:</b>	Limited Liability Corporation
<b>Number of Employees:</b>	2
<b>Principals:</b>	Kathleen D. McMahon Robert Horne, Jr.
<b>Years of Experience:</b>	Operating in Montana since

**OFFICE LOCATION:**

375 WEST 200 SOUTH  
SALT LAKE CITY, UT 84101

IN 2012, GSBS CONSISTS OF A STAFF OF 90 PROFESSIONALS:

**SALT LAKE CITY**

- 27 LICENSED ARCHITECTS
- 18 ARCHITECTURAL TECHNICIANS/  
INTERNS
- 6 LANDSCAPE ARCHITECTS
- 10 INTERIOR DESIGNERS
- 2 CERTIFIED PLANNERS  
(ONE ARCHITECT/ONE ECONOMIC  
CONSULTANT)
- 8 ADMINISTRATORS
- 3 GRAPHIC ILLUSTRATORS
- 2 ENERGY SERVICES ENGINEER
- 2 ECONOMIC CONSULTANTS  
(GSBS/RICHMAN CONSULTANTS)

**FORT WORTH**

- 5 LICENSED ARCHITECTS
- 5 ARCHITECTURAL TECHNICIANS
- 1 LANDSCAPE ARCHITECTS
- 1 ADMINISTRATORS

**GUADALAJARA**

- 1 LICENSED ARCHITECTS
- 1 ADMINISTRATOR
- 1 CADD TECHNICIANS

**MORE RESPONSIBLE**

- 38 LEED ACCREDITED

## GSBS RICHMAN CONSULTING

GSBS Richman Consulting combines more than 30 years' experience in design, land use planning and development with 20 years' experience in real estate market and financing analysis. GSBS Architects was founded in 1978 on the principle that every project should be more valuable, more livable, more responsible and more aesthetic. Richman & Associates consulting was founded on the principle of achieving profitability through a thorough understanding of real estate markets, developer needs, and long term sustainable economics. In April of 2012 GSBS and Richman & Associates joined forces to create GSBS Richman Consulting, a firm dedicated to combining livable, outstanding design with real estate realities for long term project sustainability and profitability.

GSBS Richman Consulting has extensive expertise in demographic, real estate market, and geo-spatial based planning analysis. We have completed studies that provide creative and implementable approaches to accommodating and managing development for large and small projects. GSBS Richman Consulting provides high-quality, comprehensive analysis in support of real estate, financing, and development decisions. Our firm specializes in real estate market and financing analysis and development conceptual design and options review.

The staff at GSBS Richman Consulting has completed real estate market analysis for all product types for projects ranging in size from five to 100,000 acres. Christine Richman and Jonathan Dorwart recently completed an analysis of the downtown Salt Lake City office market. The analysis, for the Utah State Institutional Trust Lands Administration quantified current market opportunity, evaluated six different locations, reviewed ownership structures and assessed financing options for Trust Administration space needs for the next 25 years.



*We stand committed to our clients.  
We care and we maintain respect for  
the traditional engineering principles.  
Our service is focused on technical  
excellence, with a commitment to  
tailor solutions to individual  
challenges.*

In business for nearly 40 years, Robert Peccia & Associates (RPA) is a respected civil engineering firm that employs nearly 60 individuals. Solid technical skills performed in a professional, ethical and trustworthy manner have given the firm a national award-winning reputation. From professional engineers, surveyors, scientists, planners, GIS analysts and graphic designers to draftspeople and administrative assistants, every employee provides an important role in client service.

RPA fully understands that timeliness and budget restraints are of prime importance to our clients. We are especially aware that this is often a concern on analysis and design projects due to project complexity and funding constraints. In order to minimize scheduling conflicts, we have implemented in-house procedures to maximize our productivity and client responsiveness. Project managers have instant access to budgeting information to ensure projects stay on track.

Our professional staff work seamlessly with others within RPA and our team members by utilizing technology and good communications. The profession of engineering is one of problem solving and RPA prides itself on finding the most appropriate solution for any situation. To identify the most appropriate solution, we work hand-in-hand with our staff, team members and clients to match project alternatives with available budgets.

We believe in honest communication, friendly service, superior quality, and we strive to constantly improve ourselves.

# VI. PROJECT APPROACH

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There is a “sweet spot” in blending design considerations, economic opportunity, and community desires. Finding the appropriate balance demands a critical evaluation of current land use, supporting infrastructure and market performance, an accurate assessment of market potential, and a comprehensive understanding of community desires. Our approach to the Wisconsin Corridor Plan is to integrate community planning, market research, public finance, and design to provide the City of Whitefish with a land use planning framework that harnesses market forces, maximizes the City’s infrastructure investment, and maintains community character.

## Phase I – What You Have

Our analysis builds on existing planning documents. At the outset of the project we will review the existing conditions along the corridor through review of the following:

- Transportation plans, transit plans, pedestrian/trail plans
- Infrastructure plans & design decisions
- Economic performance of current land uses
- Zoning and/or architectural guidelines currently in place
- Existing development pressures – proposed/approved land uses
- Existing growth policy recommendations

### **Task 1: Evaluating Current Economic Performance**

GSBS Richman will complete an analysis of economic performance of the Wisconsin corridor, to include economic performance and property utilization studies. We will compare economic performance to other segments of the corridor as well as comparable areas in other communities or along similar roadways. Property utilization studies compare the performance of real property improvements to the underlying value of the land, and provide the foundation for determining development potential.

### **Task 2: Review Transportation Connectivity and Infrastructure Capacity**

Applied Communications will work with RPA to review transportation plans and infrastructure plans for the corridor. This will allow the team and the Steering Committee to identify opportunities to establish better connections to the street, improve walkability and produce a higher quality of design along the entire corridor. Done properly, refining the circulation systems and improving connectivity to properties and building entries will increase value for property owners and instill confidence in developers and investors. With the Committee’s assistance, we will graphically render design concepts for use in the community/stakeholder involvement task. A review of water and sewer utility plans will indicate the appropriate level of development to be consistent with the planned capacity of these systems.

### **Task 3: Mapping, Land Use Inventory, and Issue Identification**

The project team will prepare existing land use maps of the corridor and examine patterns of land ownership. This will produce an analysis of land use and zoning issues. The inventory will include the elements identified in the RFP and will be based on existing data and maps provided by the client. The inventory will then be field verified and compared to the economic performance data generated in Task 1. This task will also include mapping of parks, open spaces, and public uses, as well as topography.

Boundaries of the existing Tax Increment Finance District will be mapped along with other relevant information. The team will examine the Whitefish Growth Policy, Transportation Plan, Downtown Plan and other planning documents to assess issues and opportunities in the study area.

**Task 4: Modeling – Existing Condition Report**

We will model build-out of the area under current zoning. Potential problems and issues associated with non-conformities and conditional uses will be identified through the model. Special attention will be paid to any uses allowed under current zoning that would have potentially adverse impacts on existing residential and any other low intensity uses in the corridor. GSBS Richman will project economic performance of this “Current Build-Out Scenario” to provide an understanding of the economic and land use impacts of current policies. The Steering Committee will review and modify the model as needed. The model and the scenario will serve as a guide for all future work. It will also be presented to the public and stakeholders in order to establish a general consensus on land use problems and issues early in the process.

**Phase II – What You Want**

The next step is to create a common understanding of what the community wants for the corridor. This process includes a comprehensive understanding of what’s possible based on market and design opportunities. This phase will be completed in three tasks.

**Task 5: Community Involvement**

In addition to facilitating meetings of the Steering Committee, the project team will engage stakeholders and community members through a variety of methods. This will include at least three community meetings, public input surveys, and key stakeholder interviews. Smaller neighborhood meetings/focus groups may be scheduled as needed. We will also work with city staff to provide updates for the city web site regarding meeting announcements, analyses, maps, issues under study, and general project updates.



### **Task 6: Prepare a Vision for the Future**

Based on the information from Task 1 through Task 2, we will complete a market opportunities analysis that identifies future commercial, office, multi-family, resort residential, and resort business potential for the corridor. The project team will prepare a report to examine alternative land uses for the corridor and how such uses may complement uses in the downtown. This report will include an analysis of market demand and absorption rates for the various uses to ensure the proposed land use plan is realistic, supportable by the market, and capable of attracting development capital. This report will be presented to the Steering Committee and to the public for comment. Based on input, we will then produce a preliminary land use map, also for review and refinement by the Steering Committee.

### **Phase III – How you Get There**

Based upon the outcomes in the first two phases, we will work with the Steering Committee to develop a framework for transitioning the corridor consistent with the community vision, maintaining economic viability, and generating additional private investment in the corridor.

### **Task 7: Develop Design Recommendations**

The project team will refine design approaches for buildings/facades, landscaping, entry/access, pedestrian/bikeway circulation, and parking areas. Select design recommendations will be illustrated and will be tailored to the recommended land uses from Task 5. The plan will address scale, transportation function, nodes, noise, screening, landscaping and urban design.

### **Task 8: Implementation Strategies**

Working with the Steering Committee, the project team will develop a complete range of plan implementation strategies for the corridor. These will include, but will not necessarily be limited to revised growth policy land use designations, zoning/overlay system, design standards and/or guidelines, additional public investment opportunities (parks, trail links, transportation enhancements, etc.), development/investment incentives, and tax increment financing.

### **Task 9: Draft Corridor Plan Document**

The project team will produce a corridor plan that can be reviewed and eventually adopted as a neighborhood plan. At a minimum, the plan will contain:

- Vision Statement, Goals and objectives
- Existing conditions and supporting issue analysis
- Illustrated design concepts to include all development components from Tasks 1 and 5
- Documentation of recommended uses and recommended future land use map
- Forecasts of population and land absorption for non-residential uses
- Recommended regulatory framework including review processes and procedures
- Implementation strategies, including possible TIF and other public investment initiatives

### **Task 10: Plan Adoption**

The project team will work with City staff in scheduling and conducting public hearings required for adopting the corridor plan as a neighborhood plan component to the Whitefish Growth Policy. Key project team members will be present at all meetings and hearings leading up to adoption, will make presentations as needed, and will address questions and comments. The team will also provide a summary of comments received for use by the City in documenting the adoption process.

# VII. TIMELINE

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Initial Meetings with staff, Steering, Committee, field work	Yellow					
Task 1 – Evaluate Current Economic Performance	Blue	Blue				
Task 2 – Review Transportation/Infrastructure		Blue	Blue	Blue		
Task 3 – Land Use Inventory/ Issue Identification/Mapping			Blue	Blue	Blue	
Task 4 - Existing Condition Report				Red		
Steering Committee Meetings	Yellow		Yellow		Yellow	
Task 5 – Community Involvement –Community Meetings – Outreach		Blue	Blue	Yellow	Blue	Blue
Task 6 – Prepare a Vision				Blue	Blue	Blue
Task 7 – Develop Design Recommendations				Blue	Blue	Blue
Task 8 – Implementation Strategies					Blue	Blue
Task 9 – Corridor Plan Draft						Red
Task 9 – Steering Committee Review & Revise						Yellow
Task 7 - Plan Adoption						Blue
	Per MCA Requirements					

	Work in Progress
	Steering Committee/Community Meeting
	Deliverable

## VIII. COST ESTIMATE

The proposed budget to perform all work described in this proposal is **\$50,000**. This figure includes all travel by members of the project team, miscellaneous supplies, overhead, and wireless charges. This figure does not include any costs to publish notices of meetings, hearings, and work sessions, nor to rent facilities in which to hold such gatherings. Printing costs include one camera ready document and an electronic version of all files. Below is a budget break-down.

LINE ITEM	COST
Task 1 – Evaluate Current Economic Performance	\$ 4,000.00
Task 2 – Review transportation, connectivity and infrastructure capacity	\$ 4,000.00
Task 3 – Mapping, Land Use Inventory, Issue Identification	\$ 4,000.00
Task 4 - Existing Condition Report - Modeling	\$ 5,500.00
Task 5 - Steering Committee Meetings	\$ 5,000.00
Task 5 – Community Involvement – Meetings & Outreach	\$ 4,500.00
Task 6 – Prepare a Vision for the Future	\$ 5,000.00
Task 7 – Development Design Recommendations	\$ 4,000.00
Task 8 – Implementation Strategies	\$ 4,000.00
Task 9 – Corridor Plan Draft	\$ 5,000.00
Task 9 - Plan Review & Revise	\$ 1,000.00
Task 10 - Plan Adoption	\$ 2,000.00
Project Management	\$ 2,000.00
<b>Total Budget</b>	<b>\$ 50,000.00</b>

*Note: Expenses for travel, printing, and miscellaneous are incorporated in to the cost of each task.*

# IX. REFERENCES

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## Applied Communications

### **CITY OF MISSOULA**

City of Missoula Growth Policy  
Laval Means, Planner - Project Manager  
[LMeans@ci.missoula.mt.us](mailto:LMeans@ci.missoula.mt.us)  
(406) 552-6628

### **OPPORTUNITY LINK**

North Central Montana Regional Sustainability Plan  
Contact: Barb Stiffarm, Executive Director  
Address: 2229 5<sup>th</sup> Ave. , Havre, MT 59501  
Phone: (406) 265-2075  
E-mail: [bstiffarm@opportunitylinkmt.org](mailto:bstiffarm@opportunitylinkmt.org)

### **ANACONDA DEER LODGE COUNTY**

Anaconda Deer Lodge County Growth Policy & East Anaconda Reuse Plan  
Contact: Connie Ternes-Daniels, Chief Executive,  
Phone: 406-563-4001  
E-Mail: [ctdaniels@anacondadeerlodge.mt.gov](mailto:ctdaniels@anacondadeerlodge.mt.gov)

## Peccia & Associates

### **CITY OF KALISPELL**

Westside Sewer Interceptor Project  
Contact: Keith Haskins, P.E.  
Address: 201 – 1<sup>st</sup> Avenue East, Kalispell, MT 59901  
Phone: (406) 758-7727  
E-mail: [khaskins@kalispell.com](mailto:khaskins@kalispell.com)

### **FLATHEAD ELECTRIC CO-OP**

Contact: Stan Pluid  
Address: 2510 US Hwy 2 East, Kalispell, MT 59901  
Phone: (406) 751-4461  
E-mail: [s.pluid@flathead.coop](mailto:s.pluid@flathead.coop)

### **CITY OF WHITEFISH**

Contact: Karin Hilding, P.E.  
Address: 418 East 2<sup>nd</sup> Street, Whitefish, MT 59937  
Phone: 406-863-2450  
E-Mail: [khilding@cityofwhitefish.org](mailto:khilding@cityofwhitefish.org)



**EDUCATION:**

BACHELOR OF ARTS – URBAN &  
REGIONAL PLANNING - 1980  
UNIVERSITY OF ILLINOIS

MASTER OF SCIENCE – EDUCATIONAL  
TECHNOLOGY - 1998  
GEORGE WASHINGTON UNIVERSITY

**CERTIFICATION:**

AMERICAN INSTITUTE OF CERTIFIED  
PLANNERS (AICP)

**EMPLOYMENT:**

VILLAGE OF ARLINGTON HEIGHTS, IL  
ARLINGTON HEIGHTS, IL  
1981-1985

CHAMPAIGN COUNTY REGIONAL  
PLANNING COMMISSION  
URBANA, IL  
1986-1989

CITY OF CHAMPAIGN PLANNING DEPT.  
CHAMPAIGN, IL  
1989-1994

APPLIED COMMUNICATIONS  
OWNER - CONSULTANT  
1995 to PRESENT

**AFFILIATIONS:**

AMERICAN PLANNING ASSOCIATION



American Planning Association

AMERICAN INSTITUTE OF CERTIFIED  
PLANNERS

MONTANA PLANNING ASSOCIATION

MONTANA ECONOMIC DEVELOPMENT  
ASSOCIATION

WESTERN PLANNER ASSOCIATION

## KATHLEEN D. MCMAHON, AICP

Ms. McMahon has extensive experience in comprehensive planning, economic development planning and land use regulation for small to medium size communities. She brings strong strategic planning, facilitation, and public outreach skills to the project. Ms. McMahon has a Bachelor Degree in Urban and Regional Planning and a Masters Degree in Educational Technology. She has over 25 years of city planning experience in both the public and private sectors.

**Representative Projects:**

*Missoula, MT – Growth Policy Update (2014 – 2015)*

Applied Communications has been contracted by the City of Missoula to manage the public facilitation process for the update of the city's growth policy. This includes planning and facilitating community meetings, listening sessions, focus groups and a steering committee.

*Whitefish, MT – Parks & Recreation Master Plan (2013)*

AppCom was the lead on the development of the Whitefish Park & Recreation Master Plan that was adopted in 2014. .

*Opportunity Link, Havre, MT – North Central Montana Regional Sustainability Plan (2014)*

Ms. McMahon was on the team to develop a regional sustainability plan for an 11-county region. She was the principal author of the plan that was submitted to HUD in 2015.

*Hamilton, MT - Growth Policy (2009 & 2015)*

AppCom has completed a Growth Policy for the City of Hamilton. The Growth Policy was adopted in 2009 and the city successfully applied for a CDBG grant to implement recommendations for a master plan for Riverside Park. Applied Communications is currently updating the plan.

*Kalispell, MT - Revitalization Plan Update (2008)*

AppCom worked with the City of Kalispell to complete a Revitalization Plan for the core area of the city adjacent to the BNSF Railroad line. A key component of the plan is to relocate the industrial uses so the rail line can be converted to a linear park.

*Growth Policies in Chouteau County, Teton County, Big Sandy, Chinook, Fort Benton, Anaconda-Deer Lodge County, Lincoln County, Hot Springs, Lewistown, Lake County (1999-2015) - Assisted above communities in developing Growth Policies. Work has included extensive data gathering and analysis. Public outreach such as community surveys, focus groups, visioning sessions, public meetings and open houses. Planning process included closely working with Planning Boards and public officials to develop goals and policies. Responsible for production of final documents.*

*Bozeman, MT – Fiber Master Plan and Feasibility Study (2015)*

Ms. McMahon was on the project team that developed the Bozeman fiber master plan. Ms. McMahon was involved in public outreach, research and development of amendments to the Growth Policy to facilitate fiber deployment.

**Other Projects:**

Montana Broadband Program – Broadband mapping, Regional Planning Meetings & Tribal Outreach

Flathead County Economic Development Association – CEDS public meetings

Flathead County - Parks & Recreation Master Plan

Whitefish Legacy Partners -Whitefish States Trust Land Trails Master Plan

Kalispell, MT – South Tax Increment & West Side Tax Increment District Updates

Benewah County, ID – Growth Management Projects

Red Lodge, MT – Downtown Assessment

Red Lodge, MT – Comprehensive Economic Development Study

Cascade County, MT – Community Development Needs Assessment

North Central Montana Community Ventures Project

Great Falls, MT – Development Review Manual

State of Montana – Tourism Strategic Plan



## ROBERT HORNE JR., AICP

### REPRESENTATIVE PROJECT EXPERIENCE:

#### **Missoula, MT – Growth Policy Update (2014-2015)**

Applied Communications has been contracted by the City of Missoula to manage the public facilitation process for the update of the city's growth policy. This includes planning and facilitating community meetings, listening sessions, focus groups and a steering committee

**Anaconda - Deer Lodge County (2008-Present)** – Currently working to provide development review support, update the Growth Policy, amend the Development Permit System, and provide planning support for redevelopment of Superfund sites.

**Georgetown Lake (2008-10)** – Worked with the Georgetown Lake Homeowners Association to establish a special zoning district in the G'town Lake area of Granite County. Work included the preparation of a technical paper, amendments to the Granite County Growth Policy, and drafting preliminary zoning and neighborhood preservation standards. Regulations adopted by Granite County in February, 2011.

**Whitefish City-County Growth Policy (2006-07)** - Worked with an 11-member steering committee to draft the Whitefish Growth Policy focusing on sustainability and community character. Conducted an extensive community involvement program.

**Great Falls, MT City-County Growth Policy (1997-99)** - Worked with a 16-member steering committee to draft the plan while directing an extensive and unique community involvement program.

**Jackson-Teton County WY Comprehensive Plan and Land Development Regulations (1992-1994)** - As Planning Director for the Town of Jackson, Bob coordinated the consultant team, conducted community outreach, and drafted key parts of the plan and regulations. Bob was also instrumental in formulating linkage and inclusionary affordable housing programs and regulations, and he brought forward many of the code amendments to implement the plan.

### ADDITIONAL EXPERIENCE:

- Choteau, MT – Zoning Ordinance Update
- Upper Swan Valley, Missoula County – Neighborhood Plan
- Missouri River Corridor Plan – Great Falls, MT
- Walla Walla, WA Downtown Plan – Project Coordinator
- Gillette Technical Park, WY - Design Guidelines & CC&Rs
- Benewah County, ID – Growth Management Project, including revised zoning code for City of St. Maries.
- Valley County, ID – Growth Management Project, including comp plan and transportation plan amendments for the City of Donnelly.

### EDUCATION:

MASTER OF SCIENCE – PLANNING,  
FLORIDA STATE UNIVERSITY .

BACHELOR OF ARTS – GEOGRAPHY,  
UNIVERSITY OF SOUTH FLORIDA.

### CERTIFICATION:

AMERICAN INSTITUTE OF CERTIFIED  
PLANNERS (AICP)

### EMPLOYMENT:

APPLIED COMMUNICATIONS  
OWNER - PRINCIPAL  
2007 to PRESENT

WHITEFISH, MT – PLANNING DIRECTOR  
2005-2007

WALLA WALLA, WA – PLANNING  
DIRECTOR, 2003-2005

GREAT FALLS, MT – PLANNING  
DIRECTOR, 1997 – 2003

JACKSON, WY – PLANNING DIRECTOR,  
1989-1997

NES, INC. – SENIOR PLANNER/PROJECT  
MANAGER, 1988-1989

PEKHAM, GUYTON, ALBERS & VIETS  
(PGAV), DIRECTOR OF PLANNING – VICE  
PRESIDENT, 1984-1988

COLORADO SPRINGS, CO – PRINCIPAL  
PLANNER, 1980- 1984

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, 1978-1980

EAST ALABAMA REGIONAL PLANNING  
COMMISSION , PRINCIPAL PLANNER  
1975-1978

### AFFILIATIONS:

AMERICAN PLANNING ASSOCIATION



American Planning Association

MONTANA PLANNING ASSOCIATION

WESTERN PLANNER



## CHRISTINE C. RICHMAN, AICP

ECONOMIC ANALYST | GSBS CONSULTING

Christine believes that a key component of successful developments and communities is long-term economic sustainability. She specializes in finding creative solutions to difficult economic development, planning and government issues and problems. She is skilled at identifying the core issue and developing solutions that meet the needs of disparate interests. Flexible, incremental development concepts are her specialty. Her strategies can be implemented over time in response to market factors while maintaining an cohesive identity. Her projects include real estate market analysis, redevelopment planning and tax increment area creation, master planning, economic development strategic planning and economic impacts analysis.

### EDUCATION

Master of Business Administration,  
University of Utah, 1994

Master of Arts, English Literature,  
University of Utah, 1992

Bachelor of Arts, English Literature,  
University of Utah, 1985

### PROFESSIONAL AFFILIATIONS

Urban Land Institute, Utah Chapter Chair

American Planning Association, Member

Governor's Transportation & Communities Committee

Wasatch Front Regional Council Regional Growth Commissions

CDC of Utah Board Secretary

### PROJECT EXPERIENCE

#### ECONOMIC/REDEVELOPMENT PLANS

- Southwest Transit Corridors Economic Opportunity Analysis for Utah Transit Authority/South Jordan City/Herriman City/Riverton City/Draper City
- Baseline Community Analysis & Economic Impacts Analysis, Enefit American Oil
- Magna East Main Street Community Development Area creation
- North Logan Urban Renewal Area
- North Logan Economic Development Area
- Tremonton Economic Development Area
- Magna/Arbor Park Urban Renewal Area
- Regent Street development strategy
- Oquirrh Athletic Campus Development Strategy
- Book Cliffs Transportation Corridor Economic and Market Analysis
- Park City Main Street Plaza Economic and Market Strategy

#### GENERAL/AREA PLANS

- Millcreek/Meadowbrook Small Area Plan
- Cottonwood Heights General Plan Update Strategy
- Preliminary Area Analysis, Salt Lake County Redevelopment Agency
- West Valley City Center Analysis
- University of Utah Comprehensive Student Housing Plan
- Anaconda Smelter Superfund Site
- Bingham Junction and Jordan Bluffs Redevelopment
- Kearns Oval Area Plan

#### ECONOMIC IMPACTS STUDIES

- Analysis of the Economic Impacts of Raised Median Construction
- Economic Development evaluation for Utah Collaborative Active Transportation Study

- Economic Impacts Study of Salt Lake City International Airport
- Miller Sports Park Economic Impact Analysis

#### SPECIALIZED STUDIES

- Lehi City Facilities Master Plan
- Bountiful City Main Street Infrastructure Plan
- Oklahoma City, Vacant and Abandoned Building Study
- Kennecott Utah Copper/Baseline Community Assessment
- Dutch John Feasibility Study
- Salt Lake City Main Library Needs Assessment

#### IMPACT FEES

- Santaquin City, Transportation Impact Fee Analysis
- Spanish Fork City, Impact Fee Facilities Plans and Analysis
- West Valley City, Impact Fee Facilities Plans and Analysis
- Timpanogos Special Service District Sewer Facility Impact Fee Challenge
- Murray City Power Impact Fees
- Utah Valley Home Builders Association Impact Fee Review
- Salt Lake Home Builders Association Impact Fee Review
- American Fork Impact Fee Review

#### REAL ESTATE MARKET ANALYSIS

- Northwest Quadrant Market Analysis
- Central Business District Office Evaluation
- Harmony Valley Market Analysis
- Downtown Ogden Strategy -
- Highland City Economic Development
- Riverton Market Analysis



## DEJAN ESKIC, MRED

PLANNER/ECONOMIC ANALYSIS | GSBS CONSULTING

Dejan believes strong communities are those which attract private investments and provide great amenities to their residents. He specializes in identifying the key public investments to attract the right private development to create long-term economic sustainability. He has dedicated his professional work to establishing a stronger connection between planning and real estate development. He has broad experience including real estate market analysis and phasing, GIS spatial modeling, fiscal impact studies, and master planning. Dejan is a co-author on several academic research papers relating to transit impacts and economic resilience. He also has published return on investment models for public-private partnerships. Dejan teaches Real Estate Market Analysis in the Masters of Real Estate Development Program at the University of Utah.

### EDUCATION

Masters of Real Estate Development, University of Utah

Bachelor of Science, Urban Planning, University of Utah

### AFFILIATIONS

Urban Land Institute- Utah Chapter Young Leader's committee member

American Planning Association member

### PROJECT EXPERIENCE

#### ECONOMIC IMPACT STUDIES

- Book Cliffs Economic Impact Study
- Estimating the Catchment Areas for Commuter Rail\*
- Assessing the Impacts of Streetcars\*
- BRT Development Outcomes Study\*
- Do TOD's Make a Difference? Economic Impacts of TOD's Study\*
- Meadowbrook Catalytic Site Fiscal Impact Study\*
- Provo Catalytic Site Fiscal Impact Study\*

#### GENERAL/AREA PLAN

- Herriman City Hall & Town Center
- Regent Street-RDA Mid-Block Crossing

#### MARKET STUDIES

- Office Rent Premiums with Respect to Distance from LRT stations\*
- Olympus Hills Hotel Demand Study\*
- Capital Area Metropolitan Planning Organization Regional Housing Demand Study\*
- Mid-America Regional Council Regional Housing Demand Study\*

#### SPECIALIZED STUDIES

- Salt Lake City Main Library Needs Assessment
- Before & After Study: UTA Frontrunner North\*
- Wasatch Choice 2040 Envision Tomorrow Plus Development\*

*\* experience with previous employer*

## RESUME

Brandon M. Theis, PE  
Project Engineer

### Education

Bachelor of Science, Civil Engineering,  
2002, Montana State University (MSU)

### Registration

Professional Engineer: 2007  
Montana No. 15401

### Affiliations

American Society of Civil Engineers

### Awards

Montana Contractors Association (MCA)  
"Best Reconstruction of Urban/City  
Project" Award, 2011, Whitefish  
Downtown Infrastructure Improvements  
Project, Whitefish, MT.

### Specialties

- Trail, Bike and Pedestrian Path Planning & Design
- Urban Street Planning & Design
- Utility Planning & Design
- Construction Cost Estimating

### Experience

Upon graduation from Montana State University, Mr. Theis began working for a geotechnical / materials testing engineering firm in Kalispell, Montana. He performed materials engineering duties, excelling in a wide range of on-site field testing and quality control services. He also assisted other engineers within the firm on multiple geotechnical and environmental projects. Much of the background work performed on these projects consisted of soil, concrete and asphalt testing in an A2LA accredited laboratory as well as on-site exploratory drilling and environmental clean-up assignments. His previous employment also involved a wide range of civil engineering services on land development projects that included surveying and drafting.

Since joining RPA's Flathead Valley Office in 2005, Brandon has completed numerous Trail, Bike and Pedestrian Paths, Multiple Urban Streets, Utility Designs, and also performed Construction Cost Estimating. Some relevant projects are listed below:

#### TRAIL, BIKE AND PEDESTRIAN PATH DESIGN

- W 7<sup>th</sup> Street "Gully" Path, Whitefish, MT.
- East Second Street Bicycle/Pedestrian Path, Whitefish, MT.
- Colorado Avenue Pedestrian Path, Whitefish, MT.
- Kila Path SW - CTEP Rails to Trails Project, Northwest, MT.
- Woodland Connector CTEP Path - Kalispell, Kalispell, MT.
- Sam Bibler CTEP Memorial Trail, Kalispell, MT.
- 3<sup>rd</sup> Ave E CTEP Path: Phase I & II, Columbia Falls, MT.
- Troy CTEP Path, Troy, MT.
- Hwy 93 CTEP Path, Kalispell, MT.

#### URBAN STREET DESIGN

- W 7<sup>th</sup> Street Reconstruction Project, Whitefish, MT.
- East Second Street Reconstruction Project, Whitefish, MT.
- Colorado Avenue Reconstruction, Whitefish, MT.
- 6<sup>th</sup> & Geddes Reconstruction Project, Whitefish, MT.
- Whitefish Parking Lot, Whitefish, MT.
- Whitefish Downtown Infrastructure Improvements Project, Whitefish, MT. *(Project received MCA 2011 "Best Reconstruction of Urban/City Projects" Award).*

#### UTILITY DESIGN

- Wisconsin Avenue Sewer Improvements Project, Whitefish, MT.
- Viking Lift Station, Whitefish, MT.
- East Second Street Power, Phone, Gas & Cable Relocates, Whitefish, MT.
- Eastside Utility Improvements Project, Whitefish, MT.
- 3<sup>rd</sup> Street Sewer Main Replacement Project, Whitefish, MT.
- Scott Avenue Lift Station Improvements, Kalispell, MT.
- South Meadows Drainage Improvements Project, Kalispell, MT.

#### CONSTRUCTION COST ESTIMATING

- W 7<sup>th</sup> Street Reconstruction Project, Whitefish, MT.
- East Second Street Reconstruction Project, Whitefish, MT.
- Colorado Avenue Reconstruction, Whitefish, MT.
- Whitefish Downtown Infrastructure Improvements Project, Whitefish, MT.
-



## RESUME

### Hunter Lynn Simpkins

Geographic Information System (GIS) Services Manager

#### Education

Bachelor of Arts, Anthropology and Archaeology, 1995, University of Virginia

#### Certification

Certificate of GIS, 2001, Penn State World Campus

#### Affiliations

Montana Association of Geographic Information Professionals (MAGIP): Member and Secretary for the Board of Directors

#### Awards

Best Public Presentation Map Award, 2013, GIS-T (Geospatial Information Systems for Transportation) Symposium, American Association of State Highway and Transportation Officials (AASHTO)

GIS DAY 2013: Montana Association of Geographic Information Professionals (MAGIP), ArcGIS Online Map Contest, 2nd Place, Montana's Paradise Valley – Animal Carcass Data

#### Specialties

- Cartography and Spatial Mapping
- GIS Integration and Analysis
- Data Collection and Capture Applications
- Geospatial Database Design and Maintenance
- GIS Training and Consultant Manager
- Project Development, Data Management and Technical Analysis

#### Experience

Ms. Simpkins joined Robert Peccia and Associates (RPA) in the summer of 2014, as the GIS Services Manager. She is responsible for overseeing and producing GIS components for drawings, reports, simulations, presentations, and other deliverables to various governmental and non-governmental clients. Ms. Simpkins is also responsible for the management of data used for GIS applications along with assisting in the potential development and utilization of new client products.

With over 16 years of extensive experience as an expert GIS coordinator and analyst, she has developed, created, and produced maps and graphics for documents and public involvement displays. Ms. Simpkins applies and incorporates GIS data with civil engineering, landscape architecture, and land surveying data using ESRI software products. She utilizes and interfaces these projects with AutoCAD or MicroStation for roads, utilities, land uses, emergency services, and other useful sets of data. Ms. Simpkins' GIS-based graphics utilize advanced visualization techniques to help illustrate important information and to assist clients with project development and analysis.

Ms. Simpkins has worked with federal, state, and local government agencies to develop transportation projects for long-range plans and programs. She has researched and analyzed environmental resources to document impacts and mitigation measures in compliance with the requirements of the National Environmental Policy Act (NEPA). Because GIS tools can link multiple pieces of information together to provide one seamless application, Ms. Simpkins has successfully developed databases for clients by collecting valuable project data through digitizing efforts and GPS tools. Recent and on-going projects that Ms. Simpkins has worked on at RPA include the following:

#### RPA Service Group Projects

- Lewis & Clark County Fairgrounds Redevelopment Plan: Helena, MT.
- City of Kalispell: West Side Interceptor, Kalispell, MT.
- Montana National Guard: Helena Aviation Readiness Center, Helena, MT.
- Montana Department of Transportation (MDT) Lame Deer Roundabout, Lame Deer, MT.
- General Services Administration (GSA) Opheim Port of Entry Storm Drain Report, Opheim, MT.

Ms. Simpkins is skilled in CorelDraw and Microsoft Office software, as well as the ESRI software tools: ArcGIS for Desktop; ArcGIS Online; ET Geowizards; MrSID GeoViewer; RoboGEO; Google Earth; AutoCAD Civil 3D; and AutoCAD Raster Design. She is in the process of becoming a certified GIS Professional (GISP).

(Rev. 05/15)

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**RESOLUTION NO. 16-\_\_\_**

**A Resolution of the City Council of the City of Whitefish, Montana, approving a contract with Montana Waste Systems, Inc., d/b/a North Valley Refuse, for solid waste collection and disposal.**

WHEREAS, § 7-5-4301, MCA, authorizes the City of Whitefish to make any contract necessary to carry into effect its municipal powers authorized by Montana law; and

WHEREAS, since 2004, the City of Whitefish has contracted for the collection and disposal of solid waste for the residential and commercial businesses within the City boundaries with Montana Waste Systems, Inc., d/b/a North Valley Refuse ("North Valley Refuse"), a Montana corporation licensed and authorized to collect and haul solid waste to the Flathead County Solid Waste District Landfill; and

WHEREAS, in order to initiate the process for approval of a contract with North Valley Refuse, which beginning in 2012 would have a three percent (3%) annual increase in fees, and incorporate the monthly base rate for all solid waste collection and disposal customers and a garbage collection fee schedule, the City scheduled a public hearing before the Whitefish City Council, to be held at 7:10 p.m. on October 17, 2011; and

WHEREAS, prior to such hearing, a notice of the type required by § 69-7-111, MCA, was published in the *Whitefish Pilot* three times, in compliance with § 69-7-111(3)(a), MCA; and

WHEREAS, notice of the hearing with the proposed monthly base rate, rate increases and fee schedule was also mailed to all persons receiving solid waste collection and disposal services, in the manner required by § 69-7-111(3)(b), MCA; and

WHEREAS, notice of the hearing was mailed, first class, postage prepaid, to the Montana Consumer Counsel, as required by § 69-7-111(5), MCA; and

WHEREAS, all notices referenced above comply fully with the requirements of § 69-7-111, MCA; and

WHEREAS, at the October 17, 2011, public hearing, the City Council permitted all interested persons to speak, and all written comments received prior to the hearing were considered by the City Council and made a part of the public record; and

WHEREAS, upon completion of the public hearing, the City Council determined that it would be in the best interests of the City of Whitefish and its inhabitants and businesses, to approve the proposed five-year contract with North Valley Refuse, with its annual three percent (3%) increases for solid waste collection and disposal, monthly base rates, and establish a garbage collection fee schedule; and

WHEREAS, the City of Whitefish and North Valley Refuse have negotiated a new five (5) year Agreement, attached hereto as Exhibit A, the effective date of which is April 1, 2016; and

WHEREAS, according to the terms of the Agreement, all billing for the collection and disposal of solid waste will be performed by North Valley Refuse; and

WHEREAS, according to the terms of the Agreement, all compensation for the collection and disposal of solid waste will be retained by North Valley Refuse and the City of Whitefish will receive no monetary compensation from residents and commercial businesses for the collection and disposal of solid waste; and

WHEREAS, according to the terms of the Agreement, residents and commercial businesses will communicate directly with North Valley Refuse regarding the collection and disposal of solid waste, and

WHEREAS, according to the terms of the Agreement, North Valley Refuse may annually increase the fees charged to its customers by the three percent (3%) rate previously approved by the City Council; and

WHEREAS, it is in the best interests of the City of Whitefish and its inhabitants for the City to approve the terms of the new five (5) year Agreement with North Valley Refuse.

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

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

Section 2: The new five (5) year Agreement for solid waste collection and disposal, attached hereto as Exhibit A, is hereby adopted and approved.

Section 3: The Whitefish City Manager is authorized to execute the Agreement on behalf of the City of Whitefish, which incorporates the above-referenced terms, and is directed to fulfill all of the City's obligations under such Agreement.

Section 4: This Resolution shall take effect immediately upon its adoption by the City Council, and signing by the Mayor.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
John M. Muhlfeld, Mayor

ATTEST:

\_\_\_\_\_  
Necile Lorang, City Clerk

## AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the City of Whitefish, a municipal corporation ("City"), and Montana Waste Systems, Inc., d/b/a North Valley Refuse, a corporation authorized to do business in the State of Montana ("Contractor"). The Effective Date of this Agreement shall be April 1, 2016.

## RECITALS

A. Whereas solid waste means any and all waste that is solid waste as the latter term is defined by Montana State law and which is acceptable to be disposed of at Flathead County Solid Waste District landfill ("Solid Waste").

B. Whereas the Public Service Commission of the State of Montana, under Ruling 3325, has authorized the Contractor to collect solid waste from within the City's corporate boundaries, and transport said Solid Waste to the Flathead County Solid Waste District landfill.

C. Whereas the Contractor is capable of collecting Solid Waste from the City's residents, commercial businesses, and City property, hauling said Solid Waste to the Flathead County Solid Waste District landfill, and billing City residents and business owners for these Solid Waste collection services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## SECTION 1

### SCOPE OF SERVICES PROVIDED BY CONTRACTOR

**1.1 Current Residents and Commercial Businesses:** During the term of this Agreement, the Contractor shall collect and haul to the Flathead County Solid Waste District landfill all Solid Waste produced from the City's residents and commercial businesses.

**1.2 Contractor's Customers at Commencement of Original Contract:** In the event that this Agreement is terminated by the City for any cause other than Contractor's willful breach, Contractor shall have the right to serve all residents and commercial businesses within the City's corporate boundaries that the Contractor served prior to the parties' execution of the initial agreement on July 1, 1996, and to do so independent of any contract with the City. Contractor represents that it has a list of such customers. The parties agree the attached list is a true and correct listing of Contractor's customers served prior to the parties' initial July 1, 1996 agreement, which is attached hereto as Exhibit "A" and by this reference incorporated herein.

**1.3 Solid Waste Produced by City:** During the term of this Agreement, the Contractor shall collect and haul to the Flathead County Solid Waste District landfill all Solid Waste produced from the City's facilities as highlighted in Exhibit "B" which is attached hereto and by this reference incorporated herein.

**1.4 Future Annexation:** All residents and commercial businesses annexed to the City after the parties' execution of this Agreement shall be serviced pursuant to the terms and conditions of this Agreement.

**1.5 Collection and Marketing of Recyclable Materials:** The Contractor shall collect and market, when necessary, recyclable materials including, but not limited to aluminum, newspaper, magazines, #1 and #2 plastic and cardboard, from the City's central recycling site as shown on Exhibit "B," which is attached hereto and by this reference incorporated herein. The recyclable materials including aluminum, newspaper, magazines, #1 and #2 plastic and cardboard shall be collected, when necessary, from the central recycling site. The central recycling site as of the date of this Agreement is located at the intersection of Columbia Avenue and Railway Street. Contractor's collection and hauling of the foregoing recyclable material from the central recycling site will not exceed 3 days per week. The City shall place signage at the existing satellite drop off sites informing residents of the new central recycling site. The Contractor shall continue to maintain the satellite drop off sites until this Agreement is executed, at which point the containers at these sites shall be removed. The City will send a notice out that the nine (9) additional cardboard recycling containers will no longer be offered by the City and customer will have to sign up with Contractor if they want to continue cardboard recycling.

**1.6 Contractor's Holidays:** During the term of this Agreement the Contractor may, at its discretion, not collect or haul Solid Waste during the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day.

## SECTION 2

### CONTRACTOR'S RATES AND COMPENSATION FOR SERVICES PROVIDED

**2.1 Contractor's Rates and Compensation:** In exchange for the services the Contractor agrees to perform herein; the Contractor shall bill City residents and business owners each month the City's monthly rates as follows:

(a) The Contractor shall bill City residents and business owners the City's monthly rates set forth on Exhibit "C" for the monthly services the Contractor provides to residents and commercial businesses.

(b) The Contractor shall bill City residents and business owners the City's monthly rates as set forth on Exhibit "C" for services the Contractor provides to additional residents and commercial businesses annexed to the City after the execution of this Agreement.

(c) Contractor shall be entitled to an increase in rates of three percent (3%) per year.

(d) Contractor shall not charge City residents and business owners for recycling services at the new central recycling site. Contractor may charge for the collection and recycling of cardboard and recycling at Contractor rate.

(e) Contractor shall not charge the City for any services connected with collection and hauling of Solid Waste from City owned facilities and downtown containers as shown on Exhibit "B" and any future facilities the City may own.

(f) At the time of execution of this Agreement, the county landfill does not charge Contractor for disposal fees for the disposal of Solid Waste covered by this contract. Should this circumstance change, Contractor may notify the City and request a change in the terms of this Agreement concerning the disposal fees, tolls or other landfill charges and seek an increase in rates. The rates may be increased upon mutual written agreement of the parties. After sixty (60) days from the date of the Contractor's notice and request for a change in the terms of this Agreement, if the parties are unable to agree to the proposed rate increase, either party is entitled to terminate this Agreement, after providing the other party an additional thirty (30) days written notice of its intention to terminate the agreement.

### SECTION 3

#### **BILLING AND PAYMENT PROCEDURE**

**3.1 The Contractor's Billing Procedure:** During the term of this Agreement, the Contractor shall bill City residents (owners of the property whether or not residing in the property) and business owners monthly for Contractor's collection and hauling services it provides in the immediately preceding calendar month. The City shall have no obligation or responsibility to assist the Contractor in collecting the fees it bills to City residents and business owners. Any loss resulting from non-collection of fees billed to City residents and business owners shall be borne solely by the Contractor. Contractor shall bill a year round base rate in accordance with Whitefish City Resolution No. 11-51 adopted October 17, 2011, and Rule X, Item 7, Abandonment of Service, and Rule XV, Item 4, Year Round Base Rate, of the Rules and Regulations for the City of Whitefish Water, Wastewater and Garbage Utility. In addition, mandatory use of City services is required. See Paragraph 17.3 of this Agreement.

**3.2 Initial Billing Cycle and Past Due Accounts:** Billing services by the Contractor will only include amounts due from Solid Waste collection services beginning on the effective date of this agreement. The City shall continue to collect amounts on past due accounts for Solid Waste collection services provided prior to the effective date of this agreement.

**3.3 Change in Service and Extras:** City of Whitefish will provide Contractor with new owner/renter information within five (5) business days. Contractor shall be notified of new construction/new water meter within thirty (30) days. Property owners must contact Contractor, to initiate or make changes in refuse service. Tenants may not increase the level of their service and/or cancel service.

**3.4 The City's Payment Procedure:** The City Residential Property Owners and Business Owners are expected to pay to the Contractor upon receipt of each monthly or quarterly statement.

**3.5 Accounts Receivable:** The City retains its right to its business accounts receivable owed through the execution date of this Agreement. Contractor will render to City all sums collected for receivables for services prior to the execution date of this Agreement.

## **SECTION 4**

### **TERM**

**4.1 Term:** The term of this Agreement is five (5) years, beginning April 1, 2016, and continuing through March 31, 2021.

**4.2 Renewal Term(s):** The term of this Agreement may be extended upon mutual agreement of the parties.

## **SECTION 5**

### **CONTAINERS**

**5.1 Provision of Containers:** The Contractor shall provide and maintain, as necessary, containers sufficient to contain residential and commercial Solid Waste generated from existing and new residents and commercial businesses. At the request of a resident or business owner, Contractor shall provide a 96-gallon automated animal resistant container at Contractor rate.

**5.2 Provision of Containers to New Customers:** The Contractor may charge a one-time maintenance fee for a new container in cases of new annexation or new construction. The payment of such fee will provide the current customer, as well as all future customers at that same address, with all maintenance and replacement of containers when necessary due to normal wear and tear. Contractor shall have no duty to replace without charge containers rendered unusable due to damage or destruction reasonably determined by Contractor to have been caused by a customer, in which case Contractor shall deal directly with Customer and the City shall have no liability to Contractor or any other party for the cost of such containers.

**5.3 Right to Refuse to Collect and Haul Solid Waste not Contained in Approved Containers:** Unless otherwise provided in this Agreement, the Contractor shall not be required to collect Solid Waste unless it is contained in containers approved and provided by the Contractor.

**5.4 Lockable Containers:** The containers provided for the handling of Solid Waste produced at City-owned facilities shall be lockable containers. In addition, Contractor shall provide lockable containers to commercial accounts, upon request, at an additional charge as reflected on Exhibit "C."

## SECTION 6

### RECYCLE SITES: MAINTENANCE

**6.1 Maintenance of Central Recycling Site:** The Contractor shall be responsible for maintaining the Central Recycling Site free of litter and debris, and shall do so each pick up day, and within 24 hours of the City's request.

## SECTION 7

### CONTAINMENT AND CLEANUP

**7.1 Containment:** All Solid Waste collected and hauled in the City shall be contained or enclosed so that leaking, spilling, or blowing of the material is prevented.

**7.2 Cleanup:** In the event of a significant spillage by the Contractor, the Contractor shall immediately clean up the spill including any significant fluid leaks emanating from the collection equipment, including but not limited to hydraulic fluids and oil.

## SECTION 8

### ROUTES AND ROUTE CHANGES

**8.1 Route Changes:** The Contractor will notify the City and seek its approval of route and/or schedule changes. The City's approval shall not be unreasonably withheld. A copy of the aerial map of the City is attached as Exhibit "D" and by this reference incorporated herein.

**8.2 Notification of Schedule Changes Due to Emergencies or Equipment Failures:** It shall be the responsibility of the Contractor to provide timely notice to the City of temporary delays due to emergencies or equipment failures.

**8.3 Changes in Contractor's Holiday Schedule:** The Contractor shall notify the City thirty (30) days before the Contractor implements any change in the Contractor's holiday schedule.

## SECTION 9

### RECORDS

**9.1 Contractor's Duty to Record:** The Contractor shall keep records of Solid Waste collected and hauled to the Flathead County Solid Waste District landfill and of the charges for such services.

**9.2 City's Right to Review Records:** The city reserves the right to review any and all records which in any way pertain to residential or business accounts within the City limits.

## SECTION 10

### TIME: COLLECTION

**10.1 Time: Residences or Commercial Properties Located Adjacent to Residential Properties:** The Contractor shall not collect Solid Waste from residentially zoned areas, residential properties or commercial properties located adjacent to residential properties, except between the hours of seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M. without prior written approval of the City.

**10.2 Time: Commercial:** The Contractor shall not collect Solid Waste from commercially zoned areas or commercial properties not located adjacent to residential areas, except between the hours of five o'clock (5:00) A.M. and ten o'clock (10:00) P.M. without prior written approval of the City.

**10.3 Time: City Facilities:** Collection and hauling of Solid Waste produced by the City or at City owned facilities shall be on a regular schedule as such collection and hauling is necessary.

**10.4 Time: Automated or Semi-Automated:** The Contractor shall not collect Solid Waste from automated or semi-automated curbside roll-outs, except between the hours of seven o'clock (7:00) A.M. and six o'clock (6:00) P.M. without prior written approval of the City.

## SECTION 11

### CONTRACTOR AVAILABILITY

**11.1 Contractor Responsiveness:** The Contractor agrees that all services shall be conducted in a reasonable manner that is also responsive to public concerns. The Contractor shall maintain a local telephone number and other such office facilities through which it can be contacted. The phones and office shall be staffed by one of Contractor's employees present from eight o'clock (8:00) A.M. to five o'clock (5:00) P.M. on regular business days.

## SECTION 12

### COMPLAINTS

**12.1 Resolution of Complaints:** The Contractor shall resolve all complaints regarding service in a prompt and courteous manner.

**12.2 Missed Service Complaints:** Complaints involving missed service shall be investigated immediately and if it is determined that scheduled service was missed, the Contractor shall provide collection that day or no later than ten o'clock (10:00) A.M. the following day.

## SECTION 13

### INDEPENDENT CONTRACTOR

**13.1 Independent Contractor:** Contractor shall perform this agreement as an independent contractor, and as such, is responsible to the City only as to the results to be obtained in the work herein specified, and to the extent that the work shall be done in accordance with the terms of this Agreement. The Contractor shall have and maintain complete control over all of its employees, subcontractors, agents and operations, being responsible for any required payroll deductions and providing required benefits, such as, but not limited to workers' compensation with statutory limits, and unemployment insurance.

## SECTION 14

### INDEMNITY

**14.1 Indemnification:** The Contractor agrees to protect, indemnify, defend and hold harmless the City, its officials, officers, employees, agents, and volunteers, from and against any and all claims, demands, causes of action, losses, damages, and liability, which may be asserted against City, occasioned by, growing out of, or in any way arising or resulting from any act, negligence or intentional act attributable to or caused by Contractor, its officers, employees or agents in the performance of this Agreement, or any negligent or intentional act, omission or misrepresentation by Contractor, its officers, employees or agents liability, or claims, arising from or attributable to or caused by Contractor, its officers, employees or agents. Contractor's obligation to defend shall include the obligation to pay reasonable attorney's fees incurred in such defense, which shall include costs and salary of the City Attorney or other in-house counsel.

## SECTION 15

### INSURANCE REQUIREMENTS

**15.1 General Requirements:** Contractor shall secure and maintain general liability bodily injury and property damage, excess liability, and automobile bodily injury and property damage insurance coverage at Contractor's expense for the duration of this Agreement naming the City as an additional insured from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of or in any manner connected with Contractor's operations or performance under this Agreement in an amount not less than \$1 million for each claim and \$2 million for each occurrence.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days' prior written notice to City, and each insurance policy shall be primary and non-contributing to any other insurance or self-insurance maintained by City.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificate and endorsements for each insurance policy shall contain the original signature of a person

authorized by that insurer to bind coverage on its behalf. Such insurance as required herein shall not be deemed to limit Contractor's liability under this Agreement. City reserves the right to require complete certified copies of all such policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the City Manager.

**15.2 Specific Requirements for Automobile Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. The City is to be covered as an additional insured, through an endorsement to the policy, for any vehicles and equipment leased, hired, or borrowed by the Contractor.

**15.3 Certificates of Insurance/Endorsements:** Insurance must be placed with an insurer with a Best's rating of no less than A-. Contractor shall provide City with proof of Contractor's insurance in a form suitable to City. This insurance must be maintained for the duration of the Agreement. The City of Whitefish, PO Box 158, Whitefish, Montana 59937, must receive all required certificates and endorsements prior to Contractor furnishing services under this Agreement. The Contractor must notify the City immediately of any material change in insurance coverage such as changes in limits, coverage, change in status of policy, etc. The City reserves the right to require complete copies of insurance policies at all times.

## **SECTION 16**

### **WORKERS' COMPENSATION**

**16.1 Workers' Compensation:** The Contractor is required to supply the City with proof of compliance with the Montana Worker's Compensation Act while performing work for the City. The proof of insurance/exemption must be valid for the entire term of this Agreement and shall be received by the City of Whitefish, PO Box 158, Whitefish, Montana 59937, prior to Contractor furnishing services under this Agreement. Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406)444-6500. An independent contractor's exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406)444-1446. Corporate officers must provide documentation of their exempt status.

## **SECTION 17**

### **COMPLIANCE WITH LAWS**

**17.1 Compliance with Laws:** The Contractor shall fully comply with any and all applicable federal, state and local laws, rules, orders, ordinances, requirements or regulations.

**17.2 Non-Discrimination in Hiring:** Contractor agrees that all hiring by Contractor and subcontractors of persons performing work for Contractor 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.

**17.3 Compliance with Whitefish City Code:** City shall require all residents, businesses and other persons located within the City limits to comply with Title 4, Public Health and Safety, Chapter 2, Solid Waste, §§4-2-1 through 4-2-7, Whitefish City Code.

## **SECTION 18**

### **CITY'S RIGHT TO ACQUIRE CONTAINERS**

**18.1 Purchase Option:** In the event that this Agreement is terminated under the termination provisions provided herein (which may be under protest), the parties agree that all containers utilized by the parties under the terms of this Agreement, are owned by Contractor and Contractor would offer to sell to the City all non-steel containers used to service the pre-existing accounts within the City limits.

## **SECTION 19**

### **VEHICLE AND CONTAINER MAINTENANCE**

**19.1 Vehicle Maintenance and Operation:** The Contractor shall operate, maintain and replace, as necessary for the efficient provision of Contractor's services, an adequate number of vehicles, approved by the City capable of servicing all containers within the City limits subject to this Agreement.

**19.2 Condition of Vehicles and Containers:** The Contractor shall at all times during the term of this Agreement maintain vehicles and containers in good condition, repair, appearance, and in a sanitary condition. Each vehicle used for collection within the City's corporate boundaries shall have clearly visible, on each side, the name and telephone number of the Contractor. The Contractor agrees to provide the City the make, license number and serial number of all equipment primarily assigned to City collection of Solid Waste and recyclables.

## **SECTION 20**

### **ASSIGNMENT**

**20.1 No Assignment:** Neither this Agreement, nor any interest herein, shall be assigned, transferred, hypothecated or otherwise conveyed by either party without the prior written consent of the other party. Any such attempted conveyance in violation of this paragraph shall be void and shall constitute a material breach of this Agreement entitling the other party to terminate this Agreement.

## SECTION 21

### MATERIAL BREACH AND CURE

**21.1 Material Breach and Cure:** In the event either party believes that the other has materially breached this Agreement, the party claiming that a material breach has occurred shall notify the other party, in writing, of the alleged material breach, with specific details outlining precisely the facts in support of the alleged material breach. The party accused of having committed a material breach of the Agreement shall have a period of thirty (30) days within which to respond, cure or otherwise rectify the alleged material breach. If, after such thirty (30) day period, the material breach is not cured, then the party alleging that a material breach has occurred shall be entitled to terminate this Agreement, or otherwise seek legal relief as provided under Montana law.

## SECTION 22

### TERMINATION

**22.1 Conditions for Termination:** This Agreement shall terminate under one or more of the following conditions: 1) the term of this Agreement expires and the Parties do not mutually agree in writing to extend this Agreement; 2) the parties mutually consent in writing to terminate this Agreement prior to the expiration of the Agreement's term; or 3) a party's failure to timely cure a material breach of this Agreement and the non-breaching party opts to terminate this Agreement.

## SECTION 23

### EXCLUSIVE SERVICE PROVIDER

**23.1 Exclusivity:** The City agrees that the Contractor shall be the exclusive Solid Waste collection and hauling company within the City limits for the entire term of this Agreement except that recycling within the City will remain non-exclusive.

## SECTION 24

### MISCELLANEOUS PROVISIONS

**24.1 Attorneys' Fees and Costs:** In the event it becomes necessary for either Party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorneys' fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.

**24.2 Entire Agreement:** This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

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

**24.4 Governing Law:** The construction of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Montana.

**24.5 Forum:** Any litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the courts in the County of Flathead, Montana.

**24.6 Successors in Interest:** Subject to the restrictions against assignment as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estate, heirs, and legatees of each of the parties hereto.

**24.7 Time of Essence:** Time is of the essence in the performance of all obligations under this Agreement.

**24.8 Captions:** The captions and headings of the different paragraphs of this Agreement are inserted for convenience of reference only, and are not to be taken as part of this Agreement or to control or affect the meaning, construction, or effect of the same.

**24.9 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.

**24.10 Contact Persons:** The contact person for the City with respect to this Agreement shall be the Director of Public Works or designee. The contact person for the Contractor with respect to this Agreement shall be Roger Bridgeford or designee.

**24.11 State Law:** The parties recognize the existence of § 7-13-4107, MCA, as amended, and in consideration of the terms and conditions of this Agreement, Contractor agrees to fully release City and waive any right or protection available under the provisions of § 7-13-4107, MCA, as amended. With the exception provided in Section 1.2 above regarding Contractor's former customers, and subject to Section 1.2 above, Contractor agrees to waive the provisions of § 7-13-4107, MCA, as amended, to the extent that they would, upon termination of this Agreement, require the City to compensate Contractor for the resulting damage to its business.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY OF WHITEFISH,**  
a municipal corporation

**MONTANA WASTE SYSTEMS, INC.**  
d/b/a **NORTH VALLEY REFUSE,** a  
corporation authorized to do business in  
Montana

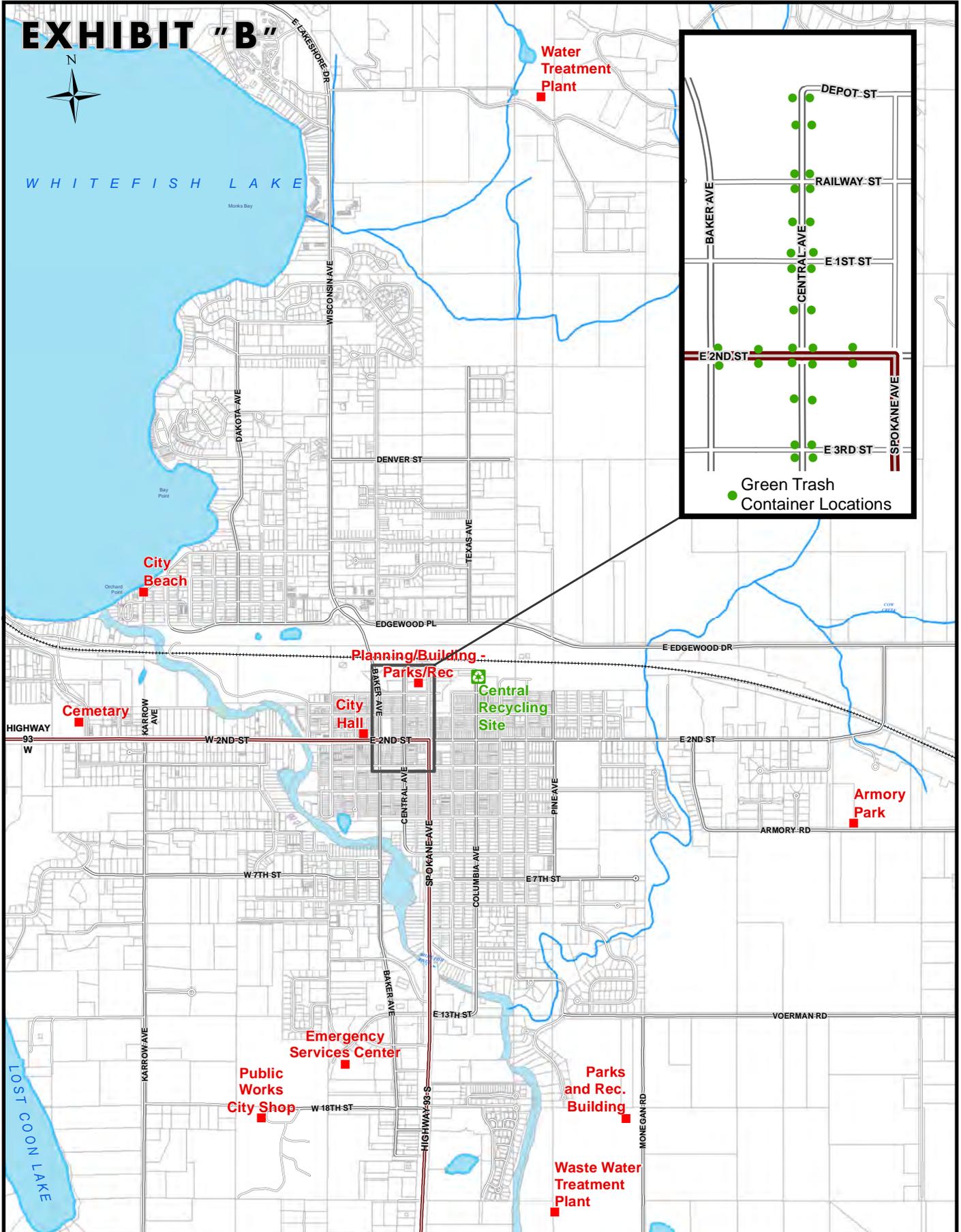
By: \_\_\_\_\_  
Charles C. Stearns, City Manager

By: \_\_\_\_\_  
Roger Bridgeford, Manager

EXHIBIT "A"  
LIST OF NORTH VALLEY REFUSE CUSTOMERS AS OF JULY 1, 1996\*

ARMORY ROAD	125	140	155	175	
	185	195	215		
BAKER AVENUE	840	844	845	900	
BIRCH DRIVE	120	125	130	135	
COLORADO AVENUE	501	535	633	636	709
	711	945			
CARVER BAY	2412	2432	2434		
DENVER STREET	646	701	725	729	735
	845				
DODGER LANE	150				
EAST 2ND STREET	1500	1515	1585	1590	1637
	1645 4-PLEX	1646	1655	1658	1665
	1670	1675	1705	1720	1725
	1750				
EAST LAKE SHORE DRIVE	1930				
FIR AVENUE	5				
FOREST RIDGE DRIVE-condos	230	240	250		
GEDDES AVENUE	401	415	419	432	
GLACIER VIEW COURT	9				
HAUGEN HEIGHTS	110	215	225		
HOUSTON DRIVE	2072	2075	2080	2085	2124
	2126				
HUETH LANE	100	105	110	115	120
	125	130	140	150	160
HWY 93 WEST	1315				
JENNINGS AVENUE	333	345			
KARROW AVENUE	122	130	138	304	316
	328	334	501	525	525
	535				
S. KARROW ESTATES	459	469	473	487	
LAKE PARK LANE	240	270			
LION MOUNTAIN LOOP	2005				
LION MOUNTAIN LOOP RD	2030	2035	2045	2089	2098
	2110				
MURRAY AVENUE	101				
NELSON LANE	1319	1035			
O'BRIEN AVENUE	839	905	915	933	940
	945	1000	1003	1011	1027
	1105	1110	1115	1127	
PARKHILL DRIVE	205	215	220	300	
	312	324			
PATTON LANE	710	745	750	810	843
	850				
RAMSEY AVENUE	155	400	416	520	536
	544	545			
SCOTT AVENUE	700				
STATE PARK ROAD	810	1018	1020		
TEXAS AVENUE	422	425	506	755	816
TIDESWAY DRIVE	1	3	10		
WEDGEWOOD LANE	103	104	119	127	135
	143	151	159		
WEST 2ND STREET	640	701	702	714	724
	725	739			
WEST 3RD STREET	120	135	136	141	525
WEST 4TH STREET	131	132	143	221	228
	235	243	246	312	313
	339	409	412	421	426
	427	510	511	522	533
WEST 5TH STREET	525	580	610	620	630
WEST 6TH STREET	341	341			
WEST 7TH STREET	314	332	346	421	433
	436	445	448	535	540
	541	544	600	611	710
	725	786	788	800	910
	1020	1037	1058		
WEST 8TH STREET	109	205	221	235	410
	411	412 A & B	414	420	423
	430	509	516	518	525
	531	545			
WEST 9TH STREET	216	220	315	320	334
	411	510	515	540	
WEST 10TH STREET	230				
WEST LAKE SHORE DRIVE	1372	1600	1632	1700	1716

\*North Valley Refuse served some residents and businesses prior to the July 1, 1996 date at the request of the City and by separate agreement with the customers because the City lacked appropriate equipment for the delivery of service due to narrow roadways and size of commercial containers (300 gallons).



- Solid Waste Pickup Areas
- ♻️ Central Recycle Site  
5 Columbia Ave

# City of Whitefish

1005 Baker Avenue, P.O. Box 158  
Whitefish, MT 59916  
406.863.2400  
www.cityofwhitefish.org

Date: 2/22/2016  
1 inch = 2,806 feet

Data Sources: City of Whitefish GIS,  
Flathead County GIS,  
MDOT, MSDI.

# EXHIBIT "C"

## City of Whitefish Solid Waste Collection Rates

### RESIDENTIAL CONTAINER RATES

Type/Size	Frequency - # of Pick-ups Per Week				
	1	2	3	4	5
1 Container	\$9.29	\$16.37	\$23.46	\$30.55	\$37.64
1 Animal Resistant Cart	\$11.20	\$20.22	\$29.23	\$38.25	\$47.26
300 Gallon	\$27.01	\$49.65	\$74.46	\$99.31	\$124.13
300 Gal Shared	\$12.41	\$24.83	\$33.33	\$49.65	\$62.07
1.5 Yard	\$51.53	\$98.75	\$145.98	\$193.21	\$240.43
1.5 Yd Shared	\$25.77	\$49.37	\$72.99	\$96.60	\$120.21
2 Yard	\$57.97	\$107.85	\$157.76	\$207.65	\$257.53
2 Yd Shared	\$28.98	\$53.93	\$78.87	\$103.82	\$128.76
2 Yard Animal Resistant	\$63.91	\$113.80	\$163.69	\$213.58	\$263.48
2 Yd Animal Resistant Shared	\$31.96	\$56.90	\$81.84	\$106.79	\$131.73
3 Yard	\$61.84	\$113.08	\$157.76	\$207.65	\$257.53
3 Yd Shared	\$30.91	\$56.54	\$82.17	\$107.80	\$133.43
3 Yard Animal Resistant	\$68.28	\$119.53	\$170.80	\$222.06	\$273.31
3 Yd Animal Resistant Shared	\$34.15	\$59.76	\$85.40	\$111.02	\$136.65
4 Yard	\$85.01	\$158.51	\$232.02	\$305.52	\$379.02
4 Yd Shared	\$42.51	\$79.26	\$116.01	\$152.76	\$189.51
4 Yard Animal Resistant	\$91.97	\$165.48	\$238.99	\$312.49	\$385.99
4 Yd Animal Resistant Shared	\$45.98	\$82.74	\$119.49	\$156.24	\$192.99

## COMMERCIAL CONTAINER RATES

For commercial rates, add number of businesses multiplied by \$5.50 for the admin charge

All commercial accounts within the City shall be charged a minimum fee of \$6.50

Type/Size	Frequency - # of Pick-ups Per Week				
	1	2	3	4	5
300 Gallon	\$24.83	\$49.65	\$74.46	\$99.31	\$124.13
300 Gal Shared	\$12.41	\$24.83	\$33.33	\$49.65	\$62.07
1.5 Yard	\$51.53	\$98.75	\$145.98	\$193.21	\$240.43
1.5 Yd Shared	\$25.77	\$49.37	\$72.99	\$96.60	\$120.21
2 Yard	\$57.97	\$107.85	\$157.76	\$207.65	\$257.53
2 Yd Shared	\$28.98	\$53.93	\$78.87	\$103.82	\$128.76
2 Yard Animal Resistant	\$63.91	\$113.80	\$163.69	\$213.58	\$263.48
2 Yd Animal Resistant Shared	\$31.96	\$56.90	\$81.84	\$106.79	\$131.73
3 Yard	\$61.84	\$113.08	\$157.76	\$207.65	\$257.53
3 Yd Shared	\$30.91	\$56.54	\$82.17	\$107.80	\$133.43
3 Yard Animal Resistant	\$68.28	\$119.53	\$170.80	\$222.06	\$273.31
3 Yd Animal Resistant Shared	\$34.15	\$59.76	\$85.40	\$111.02	\$136.65
4 Yard	\$85.01	\$158.51	\$232.02	\$305.52	\$379.02
4 Yd Shared	\$42.51	\$79.26	\$116.01	\$152.76	\$189.51
4 Yard Animal Resistant	\$91.97	\$165.48	\$238.99	\$312.49	\$385.99
4 Yd Animal Resistant Shared	\$45.98	\$82.74	\$119.49	\$156.24	\$192.99
6 Yard	\$113.36	\$211.49	\$309.60	\$407.73	\$505.86
6 Yd Shared	\$56.68	\$105.74	\$154.80	\$203.85	\$252.91
6 Yard Animal Resistant	\$121.41	\$219.54	\$317.66	\$415.78	\$513.90
6 Yd Animal Resistant Shared	\$60.71	\$109.76	\$158.82	\$207.88	\$256.94
8 Yard	\$144.28	\$270.10	\$395.92	\$521.73	\$647.55
8 Yd Shared	\$72.13	\$135.04	\$197.95	\$260.85	\$323.76

## GENERAL FEES

### Special Pick-Ups (Off Route)

Standard Cart - Per Lift	\$8.18
Animal Resistant Cart-Per Lift	\$10.11
300 Gallon-Per Lift	\$25.91
1.5 Yard-Per Lift	\$25.91
2 Yard-Per Lift	\$34.20
3 Yard	\$50.76
4 Yard	\$54.64
6 Yard	\$59.01
8 Yard	\$63.38

### Extra Pick-up on Site Outside of Container

Standard-Per Lift	\$8.18
Animal Resistant Cart-Per Lift	\$10.11
300 Gal-Per Lift	\$14.64
1.5 Yard-Per Lift	\$14.64
2 Yard-Per Lift	\$16.39
3 Yards-Per Lift	\$17.84
4 Yards-Per Lift	\$21.70
6 Yards-Per Lift	\$28.15
8 Yards-Per Lift	\$34.58

**GENERAL FEES-CONTINUED**

<b>Change from Regular Cart to Animal Resistant Cart:</b>		\$51.53	
<b>New or Additional Cart:</b>	<b>Regular Cart</b>	\$68.96	
	<b>Animal Resistant Cart</b>	\$113.52	
<b>Cleaning of Carts:</b>	<b>1st Cart</b>	\$14.21	
	<b>Additional Cart</b>	\$9.83	each
<b>Delivery Fee-Change out 300g thru 8Yd</b>		\$32.62	not applicable to new construction

**Damaged Containers:**

<b>Standard Cart</b>	\$110.21
<b>Animal Resistant Cart</b>	\$196.53
<b>300 Gal</b>	\$557.13
<b>1Yd to 8Yd Refurbished</b>	\$497.03
<b>Animal Resistant 1 Yd - 8 Yd</b>	\$824.85

**CARDBOARD RATES**

<b>Type/Size</b>	<b>Frequency - # Pick-ups Per Week</b>				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1.5 Yard	\$18.75	\$37.49	\$56.24	\$74.98	\$93.73
2 Yard	\$18.75	\$37.49	\$56.24	\$74.98	\$93.73
3 Yard	\$25.04	\$50.08	\$75.11	\$100.15	\$125.19
4 Yard	\$25.04	\$75.11	\$75.11	\$100.15	\$125.19
6 Yard	\$31.23	\$62.47	\$93.70	\$124.93	\$156.17
8 Yard	\$37.53	\$75.07	\$112.60	\$150.14	\$187.68

**Cardboard Special Pick-ups**

2 Yard	\$4.33
3 Yard	\$5.78
4 Yard	\$5.78
6 Yard	\$7.21
8 Yard	\$8.67

<b>Concrete Units</b>	\$11.95	per month per unit
<b>Locks</b>	\$1.60	per month per lock

## **ADDITIONAL FEE INFORMATION**

**MWS bills customers directly who have compactors and cardboard recycling**

**Grass clippings need to be bagged and placed in cart - up to 3 bags only (single carts not 300 gal)**

**All overnight or weekly residential rental units shall be charged at commercial rates.**

**An admin fee per residence is included in the Residential rate. An admin fee of \$5.50 per business is not included in the Commercial rate.**

**Extra collection charges for garbage outside of containers, special pickups, and cleaning of carts are charged the cost of collection billed to the City plus a \$1.00 administration fee.**

**Extra Pick-ups charges will be waived for two weeks after December 25 for residential pickups.**

**All new accounts requiring service at a location not previously served or accounts requesting additional cart(s) will be assessed a one-time charge of the cost of the cart(s) billed to the city plus a \$5.00 set-up fee. The \$5.00 fee is included in the rate schedule.**

**Change from regular cart to bear cart, delivery fee for change out 300g thru 8yd, and damaged containers will be assessed the charge of the cost to the city plus a \$5.00 admin fee. The \$5.00 fee is included in the rate schedule.**

# EXHIBIT "D"



## **City of Whitefish**

1005 Baker Avenue, P.O. Box 158

Whitefish, MT 59917  
406.863.2400  
www.cityofwhitefish.org

Date: 2/25/2016  
1 inch = 7,292 feet



March 1, 2016

Mayor Muhlfeld and City Councilors  
City of Whitefish  
Whitefish, Montana

### **Recommendation to Award Solid Waste Contract to North Valley Refuse**

Mayor Muhlfeld and Councilors,

#### Introduction/History

In May 2004, the City moved from collecting solid waste in house to contracting with North Valley Refuse (NVR) for the collection and disposal of solid waste. The current contract with NVR was awarded in October 2011, and is set to expire later this year. In an effort to change some of the roles and responsibilities between the City and NVR, and provide better solid waste collection services for the residents and business owners of Whitefish, staff has negotiated a revised 5-year contract with NVR.

#### Current Report

The enclosed contract between the City and NVR was negotiated to accomplish the following three main objectives, which were discussed at the council work session on 9/8/2015:

**Billing Responsibilities:** Going forward, in an effort to streamline billing, and remove the City as the “middleman” from bill collection, NVR will be responsible for billing City residents and business owners on a monthly basis for solid waste collection and hauling services. NVR will continue to bill City residents and business owners the monthly rates that were established by Council effective 10/1/2015, as shown on Exhibit "C" of the contract. NVR will be entitled to increase rates by 3% each year, and they will be required to continue to provide free service to City owned facilities. The City shall have no obligation or responsibility to assist the collection of fees, and any loss resulting from non-collection of fees shall be borne solely by NVR. The City will be responsible for providing NVR with new owner/renter information as it is made available to us, and will also notify NVR of new accounts as they are created. Any requests for changes to services requires property owners to contact NVR directly and cannot be made by tenants.

**Animal Resistant Containers:** NVR now has a 96-gallon automated animal resistant container which can be offered to their customers. At the request of a resident or business owner, NVR will provide this cart. Rates for these carts are defined on Exhibit C of the contract, as approved by Council last year.

**Central Recycling Site:** As part of the current contract, NVR is required to maintain several recycling sites throughout the City. In an effort to improve service to residents, and simplify recycling operations for NVR, a Centralized Recycling site was created at the City-owned lot at the northeast corner of Columbia and Railway (i.e. the snow lot). The revised contract removes the obligation for NVR to maintain multiple satellite sites, in lieu of the centralized site. 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 revised contract still contains language stating that NVR shall not charge City residents and business owners for recycling services at the new central recycling site. However, NVR may continue to charge for the separate curbside collection and recycling of cardboard and recycling at the rates they set.

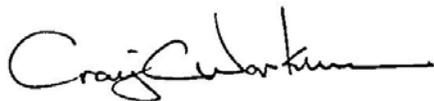
#### Financial Requirement

The method for establishing rates for solid waste collection and hauling will not change as a result of this revised contract. Rates will still be controlled by Resolution 13-29, which was adopted by Council on 10/7/2013, and allowed for an annual increase of 3%. The annual 3% increase which went into effect on 10/1/2015 resulted in an additional charge of approximately \$0.27 per month for a typical residential customer.

#### Recommendation

Staff respectfully recommends the City Council approve this contract, as presented. The terms of the contract have been thoroughly negotiated with NVR and represent the best interests of the residents and business owners of the City.

Sincerely,



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

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# MANAGER REPORT

March 2, 2016



## **TAD LISOWSKI PROMOTED TO CHIEF BUILDING OFFICIAL**

Planning and Building Director Dave Taylor promoted Tad Lisowski, a building inspector for the City, to Chief Building Official. Tad has worked for the City since January 2, 2002. Tad's first day as Chief Building Official was on February 16<sup>th</sup>.

## **TAX INCREMENT BONDS FOR CITY HALL/PARKING STRUCTURE – GREAT INTEREST RATE -2.21%**

We closed on the \$9,800,000.00 of Tax Increment Bonds for the City Hall/Parking Structure project on Tuesday, March 1<sup>st</sup>. As the City Council knows, we got a great interest rate on the TIF Bonds at 2.21% for the next 4 1/3 years. However, a daily briefing that I received from the International City Managers Association on Thursday, February 25<sup>th</sup> indicated that tax-exempt municipal bond yields (interest rates) are currently at a 50 year low. See the notice and the link to the full article below. So our timing was very fortunate and sometimes it is better to be lucky than good.

### **[Decades-low muni yields spur issuance and refinancing](#)**

A demand for safe investments has driven 20-year municipal bond yields to a **five-decade-low 3.27%**, prompting a wave of issuance and refinancing. New York City sold \$800 million in general-obligation debt Tuesday. [Bloomberg](#) (2/23)

Share: [in](#) [t](#) [f](#) [+](#) [e](#)

Just two months after the Federal Reserve took its first step back from the near-zero interest rates in place since the credit crisis, borrowing costs in the \$3.7 trillion municipal market have slipped back near five-decade lows. With investors seeking havens from equity-market turmoil, 20-year muni yields are holding at 3.27 percent, matching the level reached in December 2012 for the lowest since 1965, according to the Bond Buyer's index.

## MEETINGS

Affordable Workforce Housing Task Force (2/18) – The task force met at First Interstate Bank and decided to expand the Housing Needs Assessment to include a Housing Plan as well. Many members and especially the Chamber of Commerce Board want concrete recommendations and an action plan, beyond just an assessment. Kevin Gartland has talked with Northwest Community Action Partnership (CAP) officials and they think that by including a plan, this project can qualify for a CDBG Planning Grant. The City would have to be the applicant and sponsor of the grant as we have done so for the Housing Authority in the past, but CAP staff would write the grant application. The RFQ for the Housing Needs Assessment and Housing Plan will come back to the City Council for review, probably at the March 21<sup>st</sup> meeting.

911 Future Funding Committee (2/23) – The 911 Future Funding Committee met to discuss future funding options now that the 911 Special District was sufficiently protested to prevent it from going into effect. A copy of the draft minutes from the meeting are attached to this report in the packet.

Health Insurance Committee (2/26) - The Health Insurance Committee met on Friday, February 26<sup>th</sup>. After discussing the early indication of a premium rate increase from MMIA for FY17 of 10-13% and the likelihood that this increase will come down, the Committee voted to remain with MMIA for FY17 for medical insurance.

## UPCOMING SPECIAL EVENTS

## REMINDERS



Respectfully submitted,  
Chuck Stearns, City Manager

911 Funding Committee  
Report of Meeting  
Tuesday, February 23, 2016 1:30 p.m. – 3:30 p.m.  
Flathead Emergency Communications Center (FECC)  
625 Timberwolf Parkway

**1. Call To Order**

In attendance were Chair Chuck Stearns, Chief Bill Dial, Commissioner Phil Mitchell, Mike Pence, Councilor Kari Gabriel, Doug Russell, Susan Nicosia, and Liz Brooks. Mike Shephard was absent. Sandi Carlson and Juanita Nelson were also in attendance.

**2. Review and discussion of options to move forward after failure of 911 Special District funding option.**

Chuck handed out some background sheets from the Committee's final report and recommendation in 2011. Chuck suggested that the committee focus on options after the property owner protest prevented the creation of the 911 Special District and the Board of County Commissioners indicated they did not want to put the Special District option on an upcoming election. He also suggested that it was appropriate to wait on funding recommendations until the 911 Admin Board had finished their review of expenditures for our 911 Center compared to other Montana 911 centers. Commissioner Phil Mitchell, Liz Brooks, and Sandy Carlson are compiling comparative data so as to evaluate whether staffing and funding levels are appropriate.

Phil Mitchell said they are comparing our 911 Center to seven other Montana 911 Centers. The comparison is close to being finished, but they are still working on some corrections before the information goes to the 911 Admin Board.

Chuck suggested that there are at least six alternatives for additional funding that could be considered, but there may be others. This list of six alternatives derives from our report given to the 911 Admin Board on May 4, 2011 and subsequent work. The alternatives are:

1. Could still revise the 911 Special District proposal to correct the commercial assessment problems and put it on the ballot.

2. Countywide property tax levy for 911 O&M and capital. O&M mills on a countywide basis would be 10.36 mills at the current budget and maybe 2-2.5 mills for capital would mean a 12-13 mill levy increase proposal.
3. 911 Center initiates fees on a per call basis for all organizations dispatched from 911 for both O&M and capital equipment needs – see May 4, 2001 report for an initial estimate of these fees for O&M at that time, but some corrections and an update would need to be made to that list.
4. Flathead County levies 2-2.5 mills countywide out of their current mill levy cap for capital equipment replacement and cities and county continue their current formula for O&M budget support.
5. Motor vehicle surcharge of 0.5% that Flathead County could enact with a vote of the electorate.
6. Joint 911 and Jail countywide levy proposal. (Whether or not an ongoing O&M and capital levy request for 911 can be combined with a term bond levy for jail construction would have to be investigated).
7. State Legislature changes (added by committee)

Liz discussed work she has done with a technical committee, an advisory committee, and an interim legislative committee on possible decreases or changes to the 911 telephone tax. One legislative interim committee is looking at diverting current telephone tax money distributions to 911 centers to pay for E-911 grants. Susan said that a different interim committee is looking at increasing the telephone tax. Chief Dial said Representative Frank Garner has indicated his interest in sponsoring legislation that would help with the 911 funding issue. Chuck cautioned against relying on the Legislature for any local funding solutions.

Phil Mitchell indicated he did not think that the Board of County Commissioners would run another election on 911 for at least two years. He said he tentatively likes option #2 the best of many difficult options, but he also wants to finish the expenditure analysis first. He didn't initially like the idea of running the jail and 911 levies in the same ballot question.

There was general support and consensus that the next effort for 911 funding to be put to voters would be for a countywide levy for O&M and capital funding (Option #2 above), but that the timing of such a vote should continue to be evaluated by the committee, the 911 Admin Board, and the Board of County Commissioners.

### **3. Other business**

### **4. Adjournment**

The meeting was adjourned at 3:25 p.m.

Respectfully submitted.

Chuck Stearns,  
City Manager, Whitefish  
Funding Sub-Committee Chair

RESOLUTION AUTHORIZING PARTICIPATION IN THE SHORT TERM INVESTMENT POOL (STIP)  
MONTANA BOARD OF INVESTMENTS

CERTIFICATE AS TO  
RESOLUTION NO. \_\_\_\_\_ AND ADOPTING VOTE

Political Subdivision: City of Whitefish, Montana  
Governing Body: City Council

Type, date, time and place of meeting: A regular meeting held on March 7, 2016 at 7:10 p.m. in Whitefish, Montana.

Members present:

Members absent:

I, the undersigned, being the duly qualified and acting recording officer of the political subdivision identified above ("Participant"), certify that the attached RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO ("Resolution") and Exhibits A and B thereto are true and correct copies of the Resolution and Exhibits A and B on file in the original records of the Participant and in my legal custody; that the Resolution and Exhibits A and B were duly approved and adopted by the Governing Body of the Participant at the above described meeting, which meeting was attended throughout by the members indicated above, constituting a quorum of the Governing Body, pursuant to public notice of such meeting as required by law; and that the Resolution and Exhibits A and B have not as of the date hereof been amended or repealed.

WITNESS my hand officially as such recording officer this 7th day of March, 2016.

By \_\_\_\_\_  
Its City Clerk

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA SHORT TERM INVESTMENT POOL (STIP) AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO

BE IT RESOLVED BY THE City Council (the Governing Body) of the City of Whitefish, Montana (the Participant) AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01 The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise:

Section 1.02 Account shall mean a specific Participant Bank account assigned by the Bank to be used in conducting transactions through the STIP Program.

Section 1.03 Agreement shall mean the agreements of the Participant as contained within this Resolution.

Section 1.04 Authorized Representative shall mean the officer or official of the Participant designated and duly authorized by the Governing Body as set forth below to enable the Participant's participation in the STIP Program.

Section 1.05 Authorized Delegate shall mean any lawful officer, official or employee of the Participant who has been delegated authority by the Authorized Representative as provided in this Resolution to initiate transactions using the Board's STIP Program.

Section 1.06 Bank shall mean a financial institution designated and authorized as provided in this Resolution to send and receive money on behalf of the Participant for purposes of participation in the STIP Program.

Section 1.07 Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Section 1.08 Exhibit A (STIP Participation Information Sheet) shall mean the document attached to and incorporated into this Resolution as provided in Article IV, Section 4.01. that provides information necessary for the Participant to participate in STIP.

Section 1.09 Exhibit B (Electronic Funds Transfer Authorization Form) shall mean the document attached to and incorporated into this Resolution as provided in Article IV, Section 4.01 that provides instructions for the Board and its agents to administer and manage the Participant's participation, transactions and shares in the STIP Program.

Section 1.10 Governing Body shall mean the governing body of the above-named political subdivision (Participant) authorized by Montana state law to participate in the STIP Program as further specified in this Resolution.

Section 1.11 Participant shall mean the political subdivision requesting participation in the Board's Short Term Investment Pool.

Section 1.12 Short Term Investment Pool, STIP, or Program shall mean the Board's Short Term Investment Pool Program as authorized by law and as more fully defined and described in the Board's policies and procedures, as may be amended from time to time.

## ARTICLE II

### SHORT TERM INVESTMENT POOL PARTICIPATION AGREEMENT

Section 2.01 Participation Agreement. By approving and adopting this Resolution and Exhibits A and B, the Governing Body requests and agrees to participation of Participant in the STIP Program, and agrees that Participant will comply with and be bound by all laws, policies, procedures and participation requirements applicable to the STIP Program, as may be amended from time to time.

Section 2.02 STIP Program Description. The STIP Program is an investment program administered under the direction of the Montana Board of Investments as authorized by the Unified Investment Program. As more fully set forth in Board policies and procedures, STIP is available to state and local governments to serve their short term cash flow and deposit needs and its objectives are to preserve capital and to maintain high liquidity. The Program has the following attributes, as more fully set forth in applicable Board policies, procedures and participation requirements, which are subject to change upon the sole determination of the Board:

- 1) STIP transactions are fixed at \$1 per share;
- 2) STIP interest on pool assets accrues daily;
- 3) STIP earnings distribution method: Interest is distributed at the beginning of the month and can be distributed as cash to the designated Bank or the earnings can be reinvested into STIP;
- 4) Buying or selling shares in STIP requires one (1) business days' notice; transactions for which notice is received after 2:00 p.m. will be processed two (2) business days after receipt of the original notice;
- 5) Access to STIP is only through an electronic, web-based portal; no cash, checks or notifications by fax, phone or email will be accepted;
- 6) STIP's web portal provides real-time information on each account including: investment balances, buys, sells, pending transactions, and transaction notes, as determined by the authorized user; and
- 7) The Board accounts and reports on its financial statement STIP investment on a Net Asset Value (NAV) basis. A NAV per share of a STIP unit will be shown on the Board's website for each month-end period <http://investmentmt.com/MonthlyNetAssetValue>.

Section 2.03 Review of Policies, Procedures and Participation Requirements. Participant acknowledges and represents that it has reviewed to its satisfaction all Board policies, procedures and participation requirements applicable to the STIP Program. <http://investmentmt.com/STIP>

Section 2.04 Authorized Representative: The Governing Body designates Dana Smith, who holds the position of City Finance Director Participant's Authorized Representative to make transactions between STIP and the Bank.

The Governing Body: DOES  DOES NOT  allow the Authorized Representative to appoint and delete additional Authorized Delegate(s) on behalf of the Participant. If "DOES" is checked, any addition or deletion of an Authorized Delegate requires notice via the submission of a completed Exhibit A (STIP Participation Information Sheet) to the Board by the Authorized Representative before transactions will be accepted and processed as directed by the Authorized Delegate.

The Governing Body designates and authorizes Participant's Bank, (the Bank), identified in Exhibit B attached, designating the Account Number and ABA Number to send or transfer funds to the State Treasurer for purchase of STIP shares and to deposit distributions of and withdraw proceeds resulting from sales of STIP shares in the Bank's Account identified in Exhibit B attached which is a (check one) checking account  savings account .

The Governing Body: (check one) DOES  DOES NOT  allow the Authorized Representative to change either the Bank or the Account; if 'DOES' is checked, the Board will notify both the office of the Authorized Representative AND the office of the Governing Body within three (3) business days that such a change has been made.

The Governing Body: (check one) DOES  DOES NOT  allow the Authorized Representative to change the earnings distribution method; if DOES NOT is checked, the Governing Body chooses the following earnings distribution method (check one) reinvest cash earnings into STIP  distribute cash earnings to the Bank .

Section 2.05 Change of Authorized Representative. Any change to the Authorized Representative requires a new Resolution adopted by the Governing Body; however the absence of an Authorized Representative does not nullify the authority of the Authorized Delegate(s) then in effect and so authorized to make STIP transactions.

Section 2.06 Annual Confirmation. The Board will provide on an annual basis to both the Governing Body and the Authorized Representative the following information as appears on the Board's records:

1. The name of the Authorized Representative;
2. The name(s) of any Authorized Delegate(s); and
3. The name of the Bank and the associated Account Number (truncated).

Section 2.07 Effective Date. Participant's Agreement as set forth in this Resolution will take effect when the Certificate as to Resolution and Adopting Vote, this Resolution and Exhibits A and B, each completed, dated and duly executed, are delivered to and received by the Board and will stay in effect until terminated in writing by the Governing Body.

### ARTICLE III

#### MISCELLANEOUS

Section 3.01 No Guaranteed Return. The Governing Body understands and agrees that there is no minimum or maximum amount of interest rate or any guaranteed rate of return on STIP shares or funds invested in STIP shares.

Section 3.02 Voluntary Participation. By adopting this Resolution, the Governing Body acknowledges that it is not compelled to participate in STIP, and that its participation in STIP is voluntary, and accepts and agrees to the Program, its administration and governance, and its policies, procedures and participation requirements as set forth by law and the Board.

Section 3.03 Responsibility for Participant Mistakes. The Governing Body and Participant agree to hold the State of Montana, the Board, and their members, officials and employees harmless for the acts, omissions and mistakes of the Participant, Governing Body and their members, officials and employees, including but not limited to: Authorized Representative or Authorized Delegate who, for any reason, is not qualified or properly listed with the Board as a permissible representative to authorize transactions using the STIP Program; wrong instructions as to amounts or timing of sales or purchases; or missed deadlines.

Section 3.04 No Warranty. The Governing Body and Participant acknowledge and agree that the Board makes no warranty that funds will be immediately available in the event of any failure of a third party or that Governing Body will not suffer losses due to acts of God, or other calamities, or other market dislocations or interruptions.

Section 3.05 Participation Conditions; STIP Administration. The Governing Body and Participant acknowledge and agree that the Board will allow participation in STIP by and conduct STIP business

with only those parties it determines are qualified and authorized to participate in the Program and which abide by the Board's policies, procedures and participation requirements; that the Board administers the STIP Program subject to Montana law and prudent fiduciary practices as required by Montana law and Board policy; and that the Board is legally bound to manage the Unified Investment Program, which includes STIP, in accordance with the prudent expert rule as set forth in Montana law.

Section 3.06 STIP Not Insured Against Loss. The Governing Body and Participant understand and acknowledge that the Board's STIP Program is NOT FDIC insured or otherwise insured or guaranteed by the federal government, the State of Montana, the Board or any other entity against investment losses. The Governing Body and Participant further understand and acknowledge that the Board's STIP policy requires maintenance of a reserve fund to offset possible losses and that STIP interest earnings may be used to fund this reserve before the net earnings are distributed to the STIP Participants, but that such reserves may not be adequate to cover investment losses.

#### ARTICLE IV

#### EXHIBITS A AND B

Section 4.01 Approval and Adoption of Exhibits A and B. Attached to this Resolution as Exhibits A and B, are the STIP Participation Information Sheet, and the Electronic Funds Transfer Authorization Form, which together provide the instructions and the details required by the Board to enable Participant's participation in the STIP Program. The Governing Body and Participant represent and agree that the attached Exhibits A and B have been completed and executed by the Participant's Authorized Representative and that Exhibits A and B must be complete and acceptable to the Board before participation will be allowed in the STIP Program. Exhibits A and B are hereby incorporated into and made a part of this Resolution, and are approved and adopted by the Governing Body as if set forth fully herein.

APPROVED AND ADOPTED by the City Council of the City of Whitefish, Montana, this 7<sup>th</sup> day of March, 2016.

By \_\_\_\_\_  
Its Mayor

Attest:

By \_\_\_\_\_  
Its City Clerk

## Exhibit A

<b>STIP PARTICIPATION INFORMATION SHEET</b>							
STIP Program Manager Montana Board of Investments boi_stip@mt.gov PO Box 200126                      Helena, MT 59620-0126 Phone 406.444.0003                      Fax 406.444.4268				<i>For Official Use Only</i>  STIP DATA <input style="width: 50px; height: 15px;" type="text"/> INVEST TA <input style="width: 50px; height: 15px;" type="text"/> ACCT ID <input style="width: 100px; height: 15px;" type="text"/>			
<b>Requests must be submitted by Authorized Representative of the Participant.</b>							
<i>The STIP Participant listed below hereby agrees to participate in the STIP Program as established under Section 17-6-204, MCA., and the terms and conditions of STIP operations as determined and set by the Montana Board of Investments and warrants as follows:</i>							
<b>Section 1. STIP Participant Information Summary</b>							
STIP Participant Name →	City of Whitefish, Montana			Tax Identification Number (TIN) →	81-6001325		
Mailing Address →	P.O. Box 158	City →	Whitefish	State →	MT	Zip →	59937
STIP Account # → <i>(For official use only)</i>							
Authorized Representative Name, First →	Dana	Name, Last →	Smith	Title →	Finance Director		
Telephone Number →	(406) 863-2405	Fax Number →	(406) 863-2419	E-mail →	dsmith@cityofwhitefish.org		
<b>Section 2. Investment and Earnings Information</b>							
The STIP Participant has the option to either reinvest their earnings or distribute earnings.							
<b>Check one box only.</b>							
Reinvest Earnings <input checked="" type="checkbox"/>				Distribute Earnings <input type="checkbox"/>			
<b>Section 3. Authorized Delegates</b>							
The Authorized Delegate(s) whose name(s) appears below is (are) authorized to purchase and sell shares in STIP for the Participant.							
Name, First →	Dana	Name, Last →	Smith	E-Mail →	dsmith@cityofwhitefish.org		
Name, First →	Charles C.	Name, Last →	Stearns	E-Mail →	cstearns@cityofwhitefish.org		
Name, First →	Michelle	Name, Last →	Howke	E-Mail →	mhowke@cityofwhitefish.org		
I hereby certify as the Authorized Representative of the STIP Participant that all of the information contained herein is true, accurate and complete as of the date hereof.							
Signature →				Date →			
Printed Name →	Dana Smith			Title →	Finance Director		

## Exhibit B

<b>ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM</b>			
STIP Program Manager Montana Board of Investments boi_stip@mt.gov  PO Box 200126                      Helena, MT 59620-0126 Phone 406.444.0003                      Fax 406.444.4268			
<b>Local Government Name:</b>		City of Whitefish, Montana	
<b>STIP Account #:</b> <i>(For official use only)</i>			
<p>I, the undersigned, a duly Authorized Representative of the local governing board, hereby authorize the Montana Board of Investments to initiate electronic debit and/or credit to the following account. The Authorized Representative acknowledges the origination of ACH transactions to the listed account complies with the provisions of U.S. law.</p> <p>Any sale, purchase, or distribution of funds will be made by Electronic Funds Transfer or wire debiting or crediting the appropriate treasury or shareholder bank account. Please specify the local government depository.</p> <p style="text-align: center;"><b>Check one transaction type only.</b></p>			
Checking Account <input checked="" type="checkbox"/>		Savings Account <input type="checkbox"/>	
Name of Bank →	Glacier Bank	Routing/ABA No →	292970825
Address →	P.O. Box 27		
City →	Kalispell	State →	MT
		Zip →	59903
Account Number →	129008604		
I hereby certify as the Authorized Representative of the STIP Participant that all of the information contained herein is true, accurate and complete as of the date hereof.			
Signature →		Date →	
Printed Name →	Dana Smith	Title →	Finance Director
Please notify the Montana Board of Investments if you have applied a filter or a block to your account.			

# Staff Report



**To:** Mayor John Muhlfeld and City Councilors  
**From:** Dana Smith, Finance Director *Dana Smith*  
**Date:** February 29, 2016  
**Re:** Resolution Authorizing Participation in the Short Term Investment Pool (STIP) And Authorizing the Execution and Delivery of Documents Related Thereto.

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## Introduction/History

The Short Term Investment Pool (STIP) Program is an investment program administered under the direction of the Montana Board of Investments as authorized by the Unified Investment Program. As more fully set forth in Board policies and procedures, STIP is available to state and local governments to serve their short term cash flow and deposit needs and its objectives are to preserve capital and to maintain high liquidity.

The Investment Policy of the City of Whitefish identifies STIP as a short-term investment option that can provide for appropriate liquidity of funds to meet ongoing obligations and cash flow requirements. The City has and will continue to invest in STIP, but the level of investment varies based on the rate of return available among all investment options and the cash flow needs of the City.

## Current Report

At the November 2015 meeting of the Montana Board of Investments, a new requirement was adopted that requires local governments participating in STIP to complete the proposed STIP Resolution starting in 2016. The STIP Resolution, provided by the Montana Board of Investments, designates the Finance Director (myself) as the Authorized Representative to transact STIP on behalf of the City, designates and authorizes the bank account information specifically used for STIP transactions, and authorizes the earning distributions method of the City's STIP investment.

As proposed, the STIP Resolution allows the Authorized Representative to appoint delegates to transact STIP on behalf of the City, change the bank or account used to transact STIP, and change the earnings distribution method (reinvest or distribute to the City's bank account). At the time the Authorized Representative changes, a new STIP Resolution will be required.

The proposed STIP Resolution will follow the Investment Policy of the City, which currently delegates the authority of managing the investment program to the Finance Director under the direction of the City Manager.

### Financial Requirement

There is no financial requirement to this Resolution. For informational purposes only, the City currently has \$27,417.86 invested in STIP with an average yield of 0.4244678% for the month of January 2016. In comparison, the STIP average yield in July 2015 was .2365678% and even lower in 2014.

### Recommendation

Staff respectfully recommends that the City Council approve the Resolution Authorizing Participation in the Short Term Investment Pool (STIP) And Authorizing the Execution and Delivery of Documents Related Thereto.

# MONTANA BOARD OF INVESTMENTS

Department of Commerce

Street Address:  
2401 Colonial Drive, 3<sup>rd</sup> Floor  
Helena, MT 59601

Mailing Address:  
P.O. Box 200126  
Helena, MT 59620-0126

Phone: 406/444-0001  
Facsimile: 406/449-6579  
Website: [www.investmentmt.com](http://www.investmentmt.com)



February 5, 2016

CITY OF WHITEFISH  
City Commissioners  
P O Box 158  
Whitefish, MT 59937

RE: Short Term Investment Pool (STIP)  
STIP Account #: CI WHITE and Account Name: WHITEFISH CITY TREAS

Dear Local Government STIP Participant:

We are writing to notify local government STIP participants of new requirements adopted by the Board of Investments at its November 2015 meeting. Beginning in 2016, local governments participating in STIP must complete the enclosed STIP Resolution, Exhibit A and Exhibit B (STIP Resolution). The STIP Resolution must be authorized by the STIP participant's governing body.

The STIP Resolution requires the governing body to designate the following:

- An Authorized Representative to transact STIP on behalf of the local government
- A Bank Name and Account Number to be used specifically for STIP transactions
- The earnings distribution method of the STIP account

At the discretion of the governing body and as provided in the STIP Resolution, the Authorized Representative *may* be able to:

- Appoint Authorized Delegates to transact STIP on behalf of the local government
- Change the Bank Name and/or Account Number used specifically for STIP transactions
- Change the earnings distribution method of the STIP account

Please submit the completed STIP Resolution at your earliest convenience, but **no later than June 30, 2016**. Please note a *separate STIP Resolution* must be submitted for each STIP account the governing body maintains. (The Board of Investments has sent one notification letter for each STIP account.)

*Send paper copies of the STIP Resolution to:*  
Montana Board of Investments  
Attn: STIP Manager  
2401 Colonial Dr., 3<sup>rd</sup> Floor (59601)  
PO Box 200126  
Helena, MT 59620

*Send electronic copies of the STIP Resolution to:*  
MBOISTIPResolution@mt.gov (This address is  
strictly for STIP Resolution submission.)

It is the responsibility of the STIP Participant to take the following action when changes occur.

**Submit a New STIP Resolution if:**

- The Authorized Representative has changed
- The Bank Name or Account Number has changed AND the Authorized Representative *is not* allowed to change the Bank Name or Account Number
- Any Authorized Delegates have changed AND the Authorized Representative *is not* allowed to change the Authorized Delegates

**Submit Exhibit A (STIP Participation Information Form) if:**

- The Authorized Delegates have changed AND the Authorized Representative *is* allowed to change the Authorized Delegates

**Submit Exhibit B (Electronic Funds Transfer Authorization Form) if:**

- The Bank Name or Account Number has changed AND the Authorized Representative *is* allowed to change the Bank Name or Account Number

Annually, the Board of Investments will send confirmation that will include the name of the local government Authorized Representative, the name or names of any Authorized Delegates, the Bank Name and its Account Number. If the information contained in the confirmation is not current or correct, it is the responsibility of the local government to provide updated information to the Board of Investments. Otherwise, no action is required.

Hard copies of the STIP Resolution, Exhibit A and Exhibit B are enclosed for your use. In addition, pdf versions of these documents can be found on our website at <http://investmentmt.com/STIP/Forms>.

We appreciate your cooperation in completing the STIP Resolution and returning it to the Board of Investments as quickly as possible. Please direct any questions to Polly Boutin, Associate Financial Manager at (406) 444-0220, Frank Cornwell, Associate Financial Manager at (406) 444-0587 or April Madden, STIP Program Manager at (406) 444-0003.

Sincerely,



David Ewer  
Executive Director

Enclosures

(This page left blank intentionally to separate printed sections)

received  
2-9-2016

02/02/2016

To: The Mayor and the City Council of Whitefish, Mt

From: LeAnne Nordahl ( Property owner of 701 Spokane Ave) and Marie Nordahl (Property owner of 711 Spokane Ave) in the city of Whitefish, Mt

We are writing you concerning the approximate 15' X 150' easement that parallels our property to the north. We have maintained and removed derelict vehicles and trash from this property for years. It would seem that this property will never see the use that it was set aside to accomplish. We now have a 15 year lease with Brookie's Cookies for the 701 Spokane Ave property. Brookie's Cookies is planning a large remodel of the old A-Frame. This will make it much more attractive and bring a new positive business to Whitefish. If the city would transfer this easement property to our control we would not only continue to maintain and improve this property, we would be able to enhance the parking available to Brookie's Cookies. It would also allow me to better control snow removal and traffic on these properties. We appreciate your time and consideration on this matter, and we hope that we can solve a problem for the City of Whitefish and also enhance our commercial rental properties.

LeAnne Nordahl and Marie Nordahl ( former owner of Allen's Motel for 27 years in Whitefish)

12424 Kelley Dr. Bigfork, Mt 59911 406-253-4184

*LeAnne Nordahl*  
*Marie & Nordahl*

93347/6260

COMPLIMENTS OF: WHITEFISH TITLE SERVICES, INC.; 524 E. 3rd ST.; WHITEFISH, MT 59937 - (406)862-6366

Order No. WTS 93-309(WT-36743)

**WARRANTY DEED**

For Value Received P. L. PATTON also known as PASCEL LEROY PATTON

Grantor, does hereby grant, bargain, sell and convey unto

MARIE E. NORDAHL

the Grantee, and to the heirs and assigns forever, the following described premises, in FLATHEAD COUNTY, MONTANA, to-wit:

**REW**  
LOT 12, BLOCK 12 OF RIVERSIDE ADDITION TO WHITEFISH, MONTANA, according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

EXCEPTING THEREFROM the West 25 feet as deeded to the State of Montana.

Known and numbered as: 701 Spokane Avenue; Whitefish, Montana 59937

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that said premises are free from all encumbrances EXCEPT covenants, conditions, restrictions, reservations, easements, rights and rights of way apparent or of record and the exceptions listed above, and that he will warrant and defend the same from all lawful claims whatsoever.

DATED: DECEMBER 13, 1993

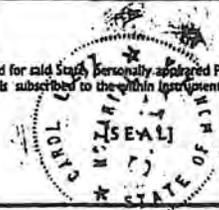
P. L. Patton  
BY: P. L. PATTON

Pascal Leroy Patton  
BY: PASCEL LEROY PATTON

STATE OF MONTANA, COUNTY OF FLATHEAD

On this 13th day of December, 1993, before me, a Notary Public in and for said State, personally appeared P. L. PATTON ALSO KNOWN AS PASCEL LEROY PATTON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Carol M. H. [Signature]  
Notary Public for the State of MONTANA  
Residing at: Whitefish, Montana  
My Commission Expires: 6-15-95



STATE OF MONTANA, COUNTY OF FLATHEAD

I hereby certify that this instrument was filed for record at 26 minutes past 4:00 o'clock p.m. this 13 day of December, 1993, in my office, and duly recorded in the records of Flathead County, State of Montana.

Reception No. 93357/6260  
Fee \$ 6 - Paid

Susan W. Haverfield  
County Clerk and Recorder  
[Signature]  
Deputy

RETURN/TAX NOTICES TO: MARIE E. NORDAHL  
6540 HIGHWAY 93 SOUTH; WHITEFISH, MT 59937 -2936

0677782  
APPROVED 12/13/93





[GIS Home](#)

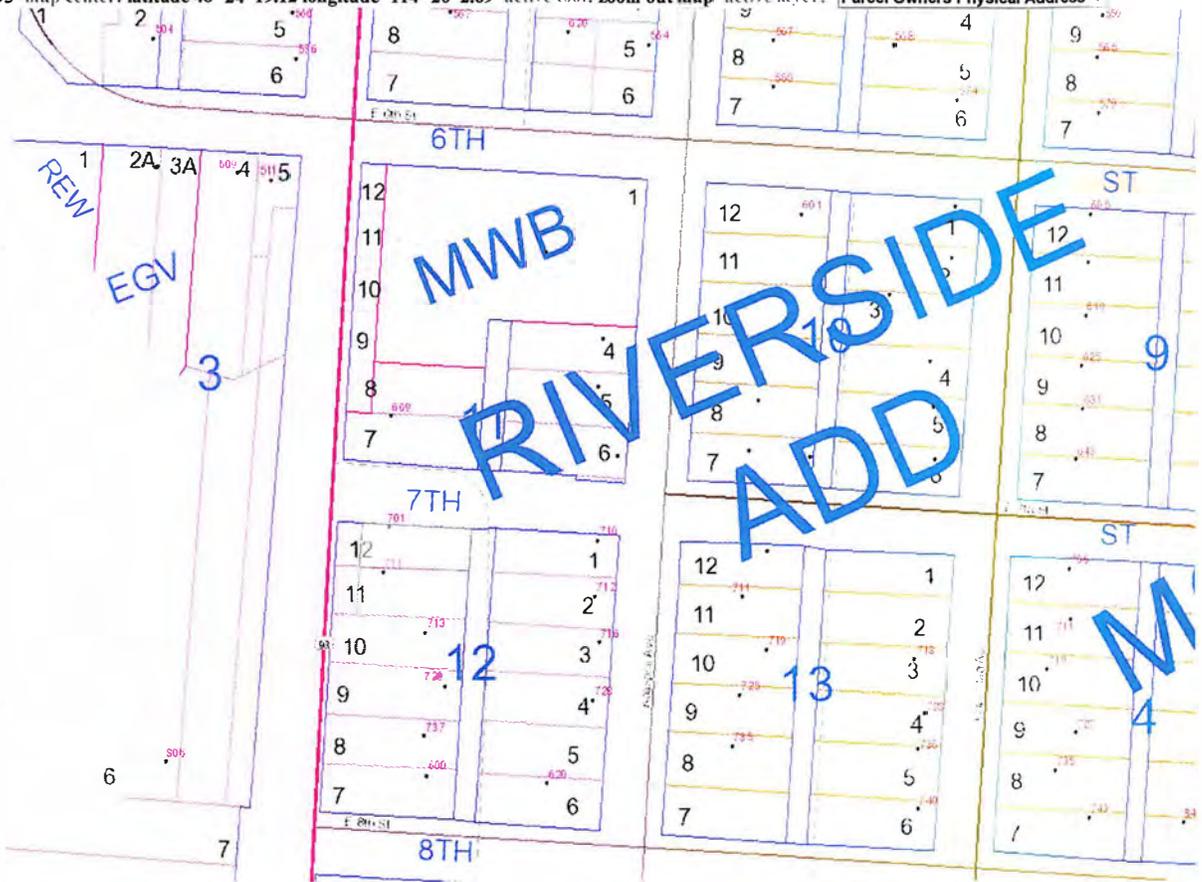
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[Contact Us](#)

map scale: 1:1,393 map center: latitude 48° 24' 19.12 longitude -114° 20' 2.69 active tool: zoom out map active layer: Parcel Owners Physical Address



tools



## Chuck Stearns

---

**From:** Necile Lorang <nlorang@cityofwhitefish.org>  
**Sent:** Tuesday, February 23, 2016 2:19 PM  
**To:** cstearns@cityofwhitefish.org  
**Subject:** Fwd: Street lights on West 7th Street

----- Forwarded Message -----

**Subject:** Street lights on West 7th Street  
**Date:** Tue, 23 Feb 2016 12:17:55 -0800  
**From:** Greg Magone <[greg.magone@gmail.com](mailto:greg.magone@gmail.com)>  
**To:** [nlorang@cityofwhitefish.org](mailto:nlorang@cityofwhitefish.org)

Whitefish City Council,

I strongly encourage you to reconsider the plan of installing street lights along West Seventh Street at this time. This part of Whitefish is rural and street lights are currently out of character for the neighborhood. The money saved from not installing street lights at this time could be better spent on improving roads elsewhere in the city.

I am a native of the Whitefish area, having grown up on Karrow Avenue about a mile south of West Seventh Street. I currently live in Seattle, Washington (area), and observe many areas with much higher traffic, pedestrian, and cyclist densities do not have street lights. I do not see them as being a requirement within city limits in many parts of town.

I urge the City Council to listen to the wishes of the people and not install street lights along West 7th Street at this time.

Sincerely,

L. Greg Magone, P. E.  
Maple Valley, Washington  
Native - Whitefish, Montana

# Depot Park Master Plan Final

Whitefish, Montana

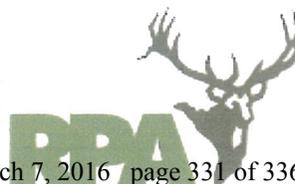
February 14, 2012



**BRUCE BOODY**  
Landscape  
Architect Inc.

301 Second Street, Suite 1B  
Whitefish, Montana 59937  
406-862-4755

www.bruceboody City Council Packet March 7, 2016 page 331 of 336



## I. Existing Conditions

### *Location*

Depot Park is located in the center of the Community Center area and is the northern anchor to the downtown business district. To the south of the Park, across Railway Street, there are several small businesses and offices. It also serves as the visual foreground and physical link to the historic Whitefish Train Depot. The Depot is a very important center of activity and is the busiest Amtrak Station between Minneapolis and Seattle.

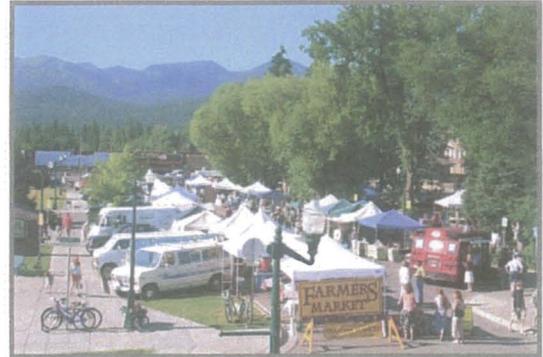
### *Parkland*

The Depot Park property is a city block, consisting of 1.93 acres [84,050 square feet]. Adjacent rights-of-way, often used in conjunction with park events, total 1.51 acres [65,950 square feet]. Together, the entire park area is roughly [3.5 acres 150,000 square feet]. The adjacent rights-of-way are also intensively used in conjunction with the larger events, but they also function for business district parking, vehicle and pedestrian circulation and a visual attraction to the downtown. The Master Plan area includes Depot Street to Columbia Avenue and the east block of the 'community center' area (snow storage lot) and the adjacent Columbia and Railway Street right-of-ways.

The Park's main features are its trees and open lawns. There are two structures within the park boundaries – the former Parkside Credit Union building and the credit union's drive thru. The main building is now home to the City of Whitefish Planning & Building and Parks & Recreation Departments. This building will remain in place until a new city hall is constructed.

### *Activities*

Depot Park is the setting for numerous events including: the weekly Farmers' Market, Huckleberry Days, Art in the Park, Oktoberfest and Taste of Whitefish. It is used for many other events, reunions, receptions, concerts and daily activities. The Park is used daily by the public such as walkers, dog walkers, picnickers, frisbee, family games and school athletes.



## II. Depot Park Master Plan

### A. Design Goals, Objectives and Recommended Actions

The following goals and objectives shall serve as a vision for the park and guide its development:

- A. Goal: Preserve and enhance the unique character of Depot Park.  
Objectives: Maintain as an open green space, as a terminus of Central Avenue improvements and as a forecourt for the historic Depot building.  
Compliment surrounding architecture with proposed park elements.  
Recommended Actions:  
Assess the health of the existing trees and preserve to the extent possible  
Install Central Avenue standard furnishings.  
Develop streetscape dimensions and character to match Central Avenue.

B. Goal: Depot Park will be planned to maximize the flexibility of the parks' space and provide for diverse users.

Objectives: Develop a flexible, open green space that is not highly programmed  
Maximize event space and usage.

**No permanent structures shall be located within the park**

Recommended Actions:

Minimize hardscape within the park – keep hardscape to the perimeter of park.

**Remove existing structures in phases.**

Develop a covered pavilion for small performances and daily use.

Provide events spaces in streetscape areas.

C. Goal: Enhance the daily use experience in Depot Park.

Objectives: Improved pedestrian access and circulation.

Provide improved open green space for passive recreation.

Provide ample parking and other facilities.

Recommended Actions:

Develop a location for public restrooms.

Develop a water feature area.

Develop a covered pavilion for a gathering/picnic space.

Develop a historical/interpretive signage area.

Increase parking.



D. Goal: Manage Depot Park as one of the last open spaces in downtown.

Objectives: Protect the public investment in the park.

Recognize the varying needs of all of the users of the park.

Recommended Actions:

Develop and implement an operation and maintenance plan to protect Depot Park.

Limit the frequency & size of events.

E. Goal: Develop Depot Park with a 100-year vision.

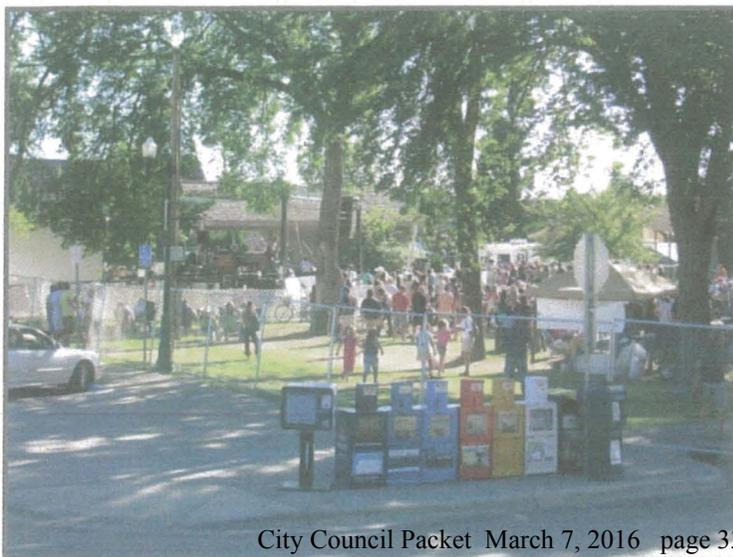
Objectives: Development of the park will be timeless and have a simple design.

Development of the park will be flexible so as to respond to community evolution and allow for the largest variety of events.

Recommended Actions:

Use quality materials.

Plant long-lasting trees.



## B. Depot Park Master Plan Narrative

### Summary

The main features of the renovated Park will be the greatly expanded open lawn areas and greatly improved visuals. Approximately 30 % of the Park is currently occupied by structures, paved parking areas and a dilapidated pond. Besides occupying a significant portion of the Park, the existing structures block the visual connection from the business district to the historic Depot. The early removal of the drive-thru portion of the former bank facility along with the associated parking could provide some much needed and immediate additional green space. **Eventually, as decided through the public process in the Whitefish Downtown Business District Master Plan and supported by the Depot Park Steering Committee, all the permanent, occupied structures will be removed.** The Park perimeter will be enhanced with a newly revitalized streetscape to match the characteristics of the newly re-built Central Avenue. The new streetscape will significantly alter the use patterns at the Park, allowing for much greater flexibility for event staging. There will also be enhanced paved pedestrian areas at the four corners of the Park, meant to act as a backdrop and as gathering/small event spaces. There will also be enhanced benches at the park perimeter and un-anchored picnic tables within the park green space.

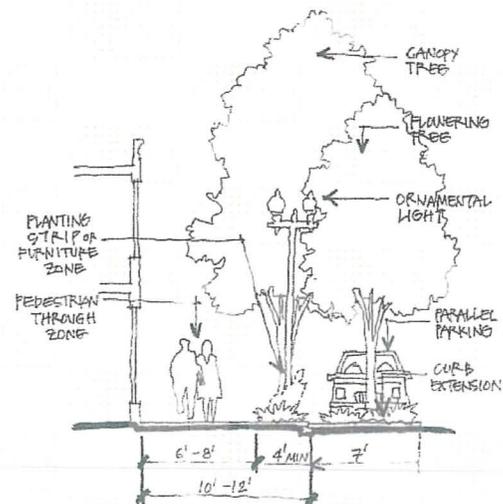


### Corners

Each of the corner to the park will provide a unique gateway into Depot Park. The southwest entry to the park will feature a large raised planter to entice downtown users into the Park, provide a seat-height resting area and act as a foreground element to the Park and historic Depot. The northwest corner will primarily be an enhanced seating area among existing trees. The northeast corner, directly across from the Depot, will serve as an historical interpretive area and a gathering space. The southeast corner will have an expanded hard surface area and a 24-foot wide gazebo structure. The gazebo will serve as an informal covered space for daily activities and as a small performance space.

### Streets

The adjacent tabled street areas of both Central Avenue and the northern portion of Spokane Avenue are meant to serve as the primary hard surface, intensive use areas—leaving the Park block as primarily open, flexible event and green space. The tabled street areas will add flexibility for events and circulation. One of the streets will remain open at all times. New scored concrete sidewalks will be 11.5-feet in width, new streetlights with flower baskets and banner arms and new street trees, where appropriate, will set the character for the Park.



Pedestrian Emphasis Streetscape Elements



**Crown Fountain**

#### *Water Feature*

Rather than having walkways traversing the Park, there is a water feature proposed as a visually blending attraction at the Park's center. While being unobtrusive, it would be an attractant when either the water jets and/or the lights are activated. The water feature would be flush with the lawn surface and its surface would be made of a dark blue-grey stone to be both visually unobtrusive and allow unrestricted and flexible event use when not activated.

#### *Trees*

The existing trees in Depot Park are an important feature. An arborist review of all the existing trees in the Park was undertaken early in the design process. As a result of that review and the renovation of the Park, there will be some changes to the overstory. Four trees of various small caliper will need to be relocated to accommodate new features in the Park and adjacent right-of-way. Twelve trees will need to be removed due to condition or Park renovation. Of those, 5 were identified as dead, 4 in poor condition and 3 in good condition. Four new trees are proposed to be added to the 20 remaining trees. All but one of the existing conifers will remain.

#### *Lawn*

The bulk of the Park block will remain as open, flexible lawn area. The lawn area will be updated with turf reinforcement where possible, soil amendments, re-grading and leveling for drainage and enhanced usable areas, new irrigation and sleeving for event tent setup.

#### *Master Plan Features Outside the Park Proper*

The following features, while not within the bounds of the park, are important to serve users of the park:

Angle parking on the south side of Depot Street between Spokane and Columbia Avenue.

A multi-modal area north of the O'Shaughnessy Center, to serve those using alternative modes of transportation including bicyclists, the Snow Bus, intercity transit, Rimrock bus service and Amtrak. There will be maps and an information kiosk. There is also a parking structure identified in the Downtown Business Plan.

Enhanced open space lawn area on the block east of the school playground (known as the snow storage lot), to serve the adjacent neighborhoods and be an adjunct space to Depot Park for activities and overflow parking.

Tabled intersections at Spokane Avenue and Depot Street and also Spokane Avenue and Railway Street, to function as additional event space.

Street reconstruction to match Central Avenue and provide more pedestrian friendly environment.

Potential public restroom facilities are also identified at the south side of the O'Shaughnessy Center and the west side of the Library, to serve the daily user of the park and downtown business district.

## IV. Public Participation Process

### *Steering Committee*

The Depot Park Steering Committee, appointed by the City Council, was charged guiding the planning process. The Steering Committee met monthly from May 2011 through February 2012. The Committee offered suggestions and input into the design of the Master Plan. Steering Committee members are:

Karl Cozad	Whitefish Parks and Recreation Dept. Director
Chris Hyatt	Whitefish City Council and Park Board
Susan Schnee	Whitefish Park Board
Chris Schustrom	Downtown Business District
Jill Evans	Stumptown Historical Society
Kevin Gartland	Whitefish Chamber of Commerce
Nancy Svennungsen	Farmers Market
John Phelps	At Large
Greg Gundersen	At Large
Tee Baur	At Large

### *Stakeholders*

For the purpose of this plan, stakeholders are groups or entities that either are located in close proximity to the park, have special needs related to park development or are major users of the park facility. At the beginning of the master planning process, staff and the consultant team identified and met with the following stakeholders:

BNSF	Doug Schuch
	Ricco Montini
O'Shaughnessy Center	Carolyn Pittman
Farmers Market	Rhonda Fitzgerald
Chamber of Commerce	Kevin Gartland
Whitefish Christian Acad.	Todd Kotila
School District 5	Kerry Drown
Whitefish Community Library	Joey Kositzky

Also, the Design Team met with stakeholders, as necessary during plan development, to get feedback on specific aspects of the master plan. Overall, stakeholders were in support of the plan and concerns raised during their review were addressed.

### *Public Open Houses*

Public open houses were held at specific points along the design process.

Open House #1 (Thursday June 9, 2011) was held early in the process to preview background and existing conditions information; determine how the park is currently being used; and what works well and what could be improved within the park.

Open House #2 (Wednesday August 10, 2011) presented the Preliminary Master Plan. Designers wanted feedback on proposed elements.

Open House #3 (Wednesday January 25, 2012) presented the final master plan (prior to presentation to Parks Board and City Council for adoption).

The following pages were handed out at the City Council meeting the night of the meeting. They are included here as an addendum to the packet.

**From:** Michelle Howke mhowke@cityofwhitefish.org  
**Subject:** RE: For March 7th packet revised comments from Citizens for a Better Flathead  
**Date:** March 1, 2016 at 1:50 PM  
**To:** Mayre Flowers Mayre@flatheadcitizens.org

Mayre,

Thank you for correcting me. It is for the March 7th meeting. I have been receiving emails regarding the March 7th council meeting. You can continue sending letters to me.

Michelle howke  
City of Whitefish  
Customer Service Clerk/Ambulance Billing Clerk  
PO Box 158  
Whitefish, MT 59937  
406-863-2403

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

**From:** Mayre Flowers [mailto:Mayre@flatheadcitizens.org]  
**Sent:** Tuesday, March 01, 2016 1:44 PM  
**To:** Michelle Howke <mhowke@cityofwhitefish.org>  
**Cc:** Citizens for a Better Flathead <Mayre@flatheadcitizens.org>  
**Subject:** Re: For March 7th packet revised comments from Citizens for a Better Flathead

Michelle-I assume that you meant March 7th and not May 7th as your email stated. I have been directing folks to send comments to your email for the March 7th council meeting. Is that ok for this meeting or do I need to ask them to send comments to Necile still? Hope its ok because at this point you will likely be getting comments soon even if I put out a correction.  
Mayre

On Mar 1, 2016, at 1:35 PM, Michelle Howke <mhowke@cityofwhitefish.org> wrote:

Mayre,

I have received your comments for the May 7th Council packet. Necile retires March 11, 2016. I have copied her on this email. Starting March 14, 2016 I will be the person to send comments to and my email will remain the same.

Thank you,

Michelle howke  
City of Whitefish  
Customer Service Clerk/Ambulance Billing Clerk PO Box 158 Whitefish,  
MT

59937  
406-863-2403

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

From: Mayre Flowers [mailto:Mayre@flatheadcitizens.org]  
Sent: Tuesday, March 01, 2016 11:59 AM  
To: Michelle Howke <mhowke@cityofwhitefish.org>  
Cc: Citizens for a Better Flathead <Mayre@flatheadcitizens.org>  
Subject: For March 7th packet revised comments from Citizens for a  
Better Flathead

Michelle-Please confirm that you have received our comments attached  
for the March 7th board packet. Also please confirm that now that  
Necil has retired that these comments should go to you and that your  
email will remain the same. Thanks so much. Mayre



**To: Whitefish City Council**

**Re: PROPOSED CODE AMENDMENTS TRANSITIONAL ZONES FOR HIGHWAY 93 WEST CORRIDOR and STAFF REPORT #WZTA-15-03**

**Date: March 1st, 2016**

**Why have a second reading—a second consideration of a zoning ordinance---if not for you and for the public to take time to really look back at what you adopted on a first reading and decide if you missed something important?**

That is the purpose of this letter; to ask you to remove the Zoning Ordinance before you at your March 7<sup>th</sup> council meeting from the consent agenda. This Zoning Ordinance would create two new zoning districts on the west side of the Whitefish River as part of the implementation of the Highway 93 Westside Corridor Plan.

While we also hope you will review our written comments from that hearing, **we are asking you in this letter to focus on and reconsider the issue of formula businesses**, which would be allowed in these zones as currently proposed, except for coffee shops and sandwich shops which are not permitted to be a formula business.

**Here is why we believe that you should prohibit formula businesses in these zones:**

- 1)** Non-formula/non-chain businesses add more to the unique appeal and character, and economy of Whitefish;
- 2)** Zoning on the east bank of the Whitefish River and in the downtown area already prohibit formula businesses—it makes sense to do this on both sides of the river;
- 3)** The Whitefish Growth Policy encourages the prohibition of formula and chain businesses stating that: *“One of the primary objectives of the Downtown Master Plan is to preserve and enhance the special character and qualities of downtown Whitefish. One way of achieving this objective is to encourage unique, one-of-a-kind retail and restaurant establishments, while discouraging or outright prohibiting franchise or “formula” businesses, including “chain” stores and restaurants. Many communities around the country have accomplished this, and a variety of techniques have been employed to do so.”*
- 4)** These two new zones which allow for “transitional uses” adjoin the downtown area, though separated by the river, and the same rules that apply to businesses in Whitefish’s downtown area should apply in these new zones;

5) In February 2015, this council voted to approve a proposal to build a prominent hotel at the gateway to downtown Whitefish, voting 5-0 in favor of the project but attaching a host of conditions including prohibiting the hotel from being a franchise/formula/chain hotel.

6) A long but narrow strip of land along the west bank of the Whitefish River in this new WT-3 zone specifically allows for hotels and motels, but as proposed currently allows for a franchise/formula/chain hotel or motel and other retail. The council should extend the same prohibition on franchise/formula/chain hotels and motels in the new zoning WT-3 and WI-T zones as you did just a year ago for the nearby new hotel in downtown, to ensure a fair playing field for all nearby hotels and motels and retail with those in downtown Whitefish.

7) Finally, there are better places to allow formula/chain businesses than along the Whitefish River.

**Again we would recommend that you amend these two zones to prohibit** franchise, formula, or chain businesses. Here is wording that could accomplish this—note red text.

EXHIBIT "A"  
WHITEFISH CITY CODE TITLE 11 - ZONING REGULATIONS  
CHAPTER 2 - ZONING DISTRICTS  
ARTICLE W. WT-3 NEIGHBORHOOD MIXED-USE TRANSITIONAL DISTRICT

11-2W-1: INTENT AND PURPOSE: The WT-3 District is intended for transitional development including high density residential, professional offices, light manufacturing, light assembly and ancillary services to provide a performance-based mixed-use environment with a recreational amenity, a community gateway, and adaptive use areas which are transitioning from their traditional uses and lots that primarily border either the Whitefish River or industrial zoned property. The boundary of this district is along the north side of Highway 93 from both sides of north Karrow Avenue to the Whitefish River. This zoning classification is not intended for general application throughout the Whitefish area. This zoning classification is not intended for “formula retail” uses, including hotels and motels, and as set forth in section 11-9-2 of this title, Definitions.

11-2W-2: PERMITTED USES:

- Home occupations (see Special Provisions in section 11-3-13 of this title).
- Public utility buildings and facilities when necessary for serving the surrounding territory, excluding business offices and repair or storage facilities. A minimum of five feet of landscaped area shall surround such a building or structure.
- Publicly owned or operated buildings and uses.
- Open space for active or passive, public or private, outdoor space, including such uses as parks, plazas, greens, playgrounds, community gardens.
- Residential:
  - Class A manufactured homes
  - Daycare (registered home, 5 to 12 children)
  - Guest and domestic worker quarters
  - Single-family through four-plex dwelling units
  - Sublots (see Special Provisions in subsection 11-3-14C of this title)

11-2W-3: CONDITIONAL USES:

- Accessory apartments.

- Bed and breakfast establishments (see special provisions in section 11-3-4 of this title).
- Caretaker's unit.
- Churches or similar places of worship, including parish houses, parsonages, rectories, convents and dormitories.
- Clubs, private and semiprivate recreational facilities.
- Daycare centers (more than 12 individuals).
- Dwelling groups or clusters.
- Guesthouses.
- Hotels and motels and associated uses customarily accessory thereto are permitted within a portion of the Whitefish River frontage area, said frontage area being a strip of land 300 feet wide and lying southwesterly of, and contiguous to, the requisite buffer and setback areas of the Whitefish River north of 1st Street. The width of this area may be modified by the Zoning Administrator if geotechnical analysis reveals the presence of unstable fill material along the bank of the Whitefish River.
- Manufacturing, Artisan (see Special Provisions in section 11-3-38 of this title).
- Personal Services (street level only).
- Professional offices (street level only).
- Professional Artist Studio and Gallery (see Special Provisions in section 11-3-15).
- Public golf courses.
- Residential:
  - Boarding houses
  - Five-plex or larger multi-family dwelling units

**ARTICLE X. WI-T INDUSTRIAL TRANSITIONAL DISTRICT**

**11-2X-1: INTENT AND PURPOSE:** The WI-T District is intended to allow for the gradual transition on vacant or underutilized sites that were traditionally used for heavy manufacturing to adaptive, clean industries and business incubators. These sites are generally proximate to the downtown, have existing high capacity utility services and existing multi-modal transportation opportunities such as rail and highway access. The applicable boundary of this district is along the north side of West 1st Street east of Murray Avenue to the BNSF railway corridor and where a buffer of mixed use zoning shall separate it from the Whitefish River. This zoning classification is not intended for general application throughout the Whitefish area. This zoning classification is not intended for “formula retail” uses, including hotels and motels, and as set forth in section 11-9-2 of this title, Definitions.

**11-2X-2: PERMITTED USES:**

- Building supply outlets.
- Janitorial services.
- Light industrial manufacturing, fabricating, processing, repairing, packing or storing facilities.
- Live/work units (see Special Provisions in section 11-3-40 of this title).
- Open space for active or passive, public or private, outdoor space, including such uses as parks, plazas, greens, playgrounds, community gardens.
- Parcel delivery services.
- Private railway cars with living accommodations are allowed to park on rail lines for up to 30 days in a calendar year (no short term rentals).
- Public utility buildings and facilities when necessary for serving the surrounding

territory, excluding business offices and repair or storage facilities. A minimum of five feet of landscaped area shall surround such a building or structure.

- Publicly owned or operated buildings.
- Professional offices.
- Warehousing.
- Wireless transmission facility.

**11-2X-3: CONDITIONAL USES:**

- Bed and breakfast establishments (see Special Provisions in section 11-3-4 of this title).
- Any use allowed as a permitted use under the WI District not listed above under Permitted Uses.
- Business incubator. The following uses are permitted within a business incubator facility, not to exceed 3,600 square feet of floor area per use:
  - Advanced materials
  - Arts
  - Biosciences/life sciences
  - Computer hardware and software
  - Construction
  - E-business and e-commerce
  - Electronics/micro-electronics

**Note I did not copy all of the uses**

## Michelle Howke

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**From:** Diane Carter <dcarter@algaeaqu.com>  
**Sent:** Sunday, March 06, 2016 10:08 PM  
**To:** Michelle Howke  
**Subject:** 93 Corridor zoning

Greeting Whitefish Mayor and City Counselors,

Please amend the proposed Hwy 93 W corridor zoning before final adoption.

I am in agreement with the proposal Citizens for a Better Flathead have presented so I will not take your time to write what I'm sure you have read a few times already.

I pray we can keep Whitefish unique even tho we are growing.

I will always be grateful for City and Resident communication and respect, we all love this place and can compromise by following existing policies, listening and observing all the many facets of growth.

Thank you, Diane Carter  
PO Box 2095  
Whitefish

## Michelle Howke

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**From:** Robin Kelson <robinkelson@gmail.com>  
**Sent:** Sunday, March 06, 2016 9:02 PM  
**To:** Michelle Howke  
**Cc:** Robin Kelson  
**Subject:** Comments for Upcoming City Council Meeting

Dear Mayor Muhlfeld and City Council Members:

Please amend the proposed two new Highway 93 Westside Corridor zoning districts, before final adoption, to **prohibit** formula businesses including chain/formula hotels, motels and other formula retail uses for one or more of the following reasons:

- 1) One of a kind, non-formula/non-chain businesses are more valuable to the unique appeal, economy, and character of Whitefish;
- 2) Zoning on the east bank of the Whitefish River and in the downtown area **already prohibits** all formula businesses. **It makes sense to be consistent and do this on both sides of the river;**
- 3) The Whitefish Growth policy calls for prohibiting formula businesses in the downtown area;
- 4) There are better places to allow formula/chain businesses than along the scenic Whitefish River.

Thank you for working hard to respect the desires of residents of this corridor to retain the mostly residential character of the Westside Corridor along Highway 93 heading northwest out of town. With new sidewalks, landscaping, road design, and lighting, the West Entrance to Whitefish is much improved!

Sincerely,



Robin Kelson  
105 Kalispell Avenue  
Whitefish, MT 59937  
e. [robinkelson@gmail.com](mailto:robinkelson@gmail.com)

## Michelle Howke

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**From:** Barbara Lewis <barbara.lewis13@icloud.com>  
**Sent:** Sunday, March 06, 2016 3:09 PM  
**To:** Michelle Howke  
**Subject:** Whitefish zoning

Dear Whitefish Mayor and City Counselors,

Please amend the proposed two new Highway 93 Westside Corridor zoning districts, before final adoption, to prohibit formula businesses including chain/formula hotels, motels and other formula retail uses for one or more of the following reasons:

1) One of a kind, non-formula/non-chain businesses are more valuable to the unique appeal, economy, and character of Whitefish; 2) Zoning on the east bank of the Whitefish River and in the downtown area already prohibits all formula businesses. It makes sense to be consistent and do this on both sides of the river; 3) The Whitefish Growth policy calls for prohibiting formula businesses in the downtown area; 4) There are better places to allow formula/chain businesses than along the scenic Whitefish River.

Thank you for working hard to respect the desires of residents of this corridor to retain the mostly residential character of the Westside Corridor along Highway 93 heading northwest out of town. With new sidewalks, landscaping, road design, and lighting, the West Entrance to Whitefish is much improved!

Sincerely,  
Barbara and Phil Lewis

Sent from my iPad



## Michelle Howke

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**From:** Linda Katsuda <katsuda@Montanasky.net>  
**Sent:** Sunday, March 06, 2016 1:48 PM  
**To:** Michelle Howke  
**Subject:** zoning proposal

Dear Whitefish Mayor and City Counselors,

Please amend the proposed 2 new Hwy 93 Westside Corridor zoning districts, before final adoption, to prohibit formula businesses including chain/formula hotels, motels and other formula retail uses for one or more of the following reasons:

1) One of a kind, non-formula or chain businesses are more valuable to the unique appeal, economy and character of Whitefish; 2) Zoning on the east bank of the Whitefish River and in the downtown area already prohibits all formula business. It makes sense to be consistent.

Thank you for working hard to respect the desires of residents of this corridor to retain the mostly residential character of the westside corridor along hwy 93 heading northwest out of town. With the new sidewalks, landscaping the west entrance to Whitefish is much improved.

Sincerely,  
Linda Katsuda  
420 Geddes Avenue  
Whitefish

**Michelle Howke**

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**From:** J McCann <janicelmccann@gmail.com>  
**Sent:** Friday, March 04, 2016 6:30 PM  
**To:** Michelle Howke  
**Subject:** Zoning 93 west

Dear City Council members,

Please preserve the unique character of Whitefish by not allowing chain hotels in the new zoning codes of Hwy 93 west.

I know that zoning is complicated, but please consider this request.

Sincerely,

Janice McCann

## Michelle Howke

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**From:** J McCann <janicelmccann@gmail.com>  
**Sent:** Friday, March 04, 2016 6:32 PM  
**To:** Michelle Howke  
**Subject:** previous letter hwy 93 zoning

I forgot to give my address on previous letter.

Janice McCann  
340 Somers Ave  
Whitefish

## Michelle Howke

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**From:** Noel Drury <nthed2@centurytel.net>  
**Sent:** Friday, March 04, 2016 6:10 PM  
**To:** Michelle Howke  
**Subject:** New zoning districts proposal

This is the last best way....

To destroy a last best place.

Sincerely,

Noel Drury, M.D.  
Flathead Valley, Montana

## Michelle Howke

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**From:** Staceyb <staceyb@cyberport.net>  
**Sent:** Friday, March 04, 2016 5:11 PM  
**To:** Michelle Howke  
**Subject:** Zoning

Please amend the proposed two new Highway 93 W Corridor zoning districts before final adoption. Please prohibit formula businesses. Chain hotels, motels and retail business. Whitefish is unique without such Box Stores and Hotels and that is why everyone enjoys coming here. It is different!! Please, please let it stay that way.

Thank you for your time!

Stacey Bengtson  
PO Box 172  
West Glacier, MT

I have worked on Big Mountain for years and hear comments from the tourists all the time about what a nice town Whitefish is. I hope you will allow it to stay that way!

**Michelle Howke**

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**From:** Edwin Fields <fieldscasa@gmail.com>  
**Sent:** Friday, March 04, 2016 11:44 AM  
**To:** Michelle Howke  
**Subject:** Whitefish River Zoning

received  
3/4/16

I don't always agree with Citizens for a better Flathead , but in regards to the zoning on the west side of the river, I do. A lot has been done to make the entry to the city look good. Chain stores could ruin that. Small businesses of converted homes saved Spokane and that same image should work on the other side of the river. A mix of residential and small businesses also can work. Glitz with primary colored plastic signage could make Whitefish as unappealing as Consumption Junction in Kalispell.

On another note: I seriously doubt that the Idaho Timber site will remain industrial in the future. It is unfortunate that we are ignorant of any groundwater pollution from the site.

One further comment : over 25 years ago , I think he was a City Council member named Russ Ramlow proposed that a bridge be built across the Whitefish River at 7th st. I was on the Planning Board at the time and I laughed at the idea. I've always regretted that.

Sincerely, Edwin Fields , 511 Lakewood Ct., 862-7269

received  
3/3/16  
via-email

March 3, 2016

Dear Whitefish Mayor and City Councilors,

I hope that you will take action to preserve the unique character of our city by prohibiting formula businesses such as chain/formula hotels, motels and other formula retail businesses within the new Highway 93 West Corridor zoning districts.

You have worked very hard to protect this corridor in many ways. Allowing only unique, one-of-a-kind, non-chain/formula businesses will continue to add value to this special entrance into Whitefish and will be in keeping with the zoning on the east bank of the Whitefish River and in the downtown area.

Please continue your good work to protect the character of this important corridor and our scenic Whitefish River by amending the two new proposed Highway 93 West Corridor zoning districts to be consistent with the Whitefish Growth policy which prohibits formula/chain businesses in the downtown area.

Sincerely,

Susan Prilliman  
334 W 3<sup>rd</sup> Street  
Whitefish, MT 59937

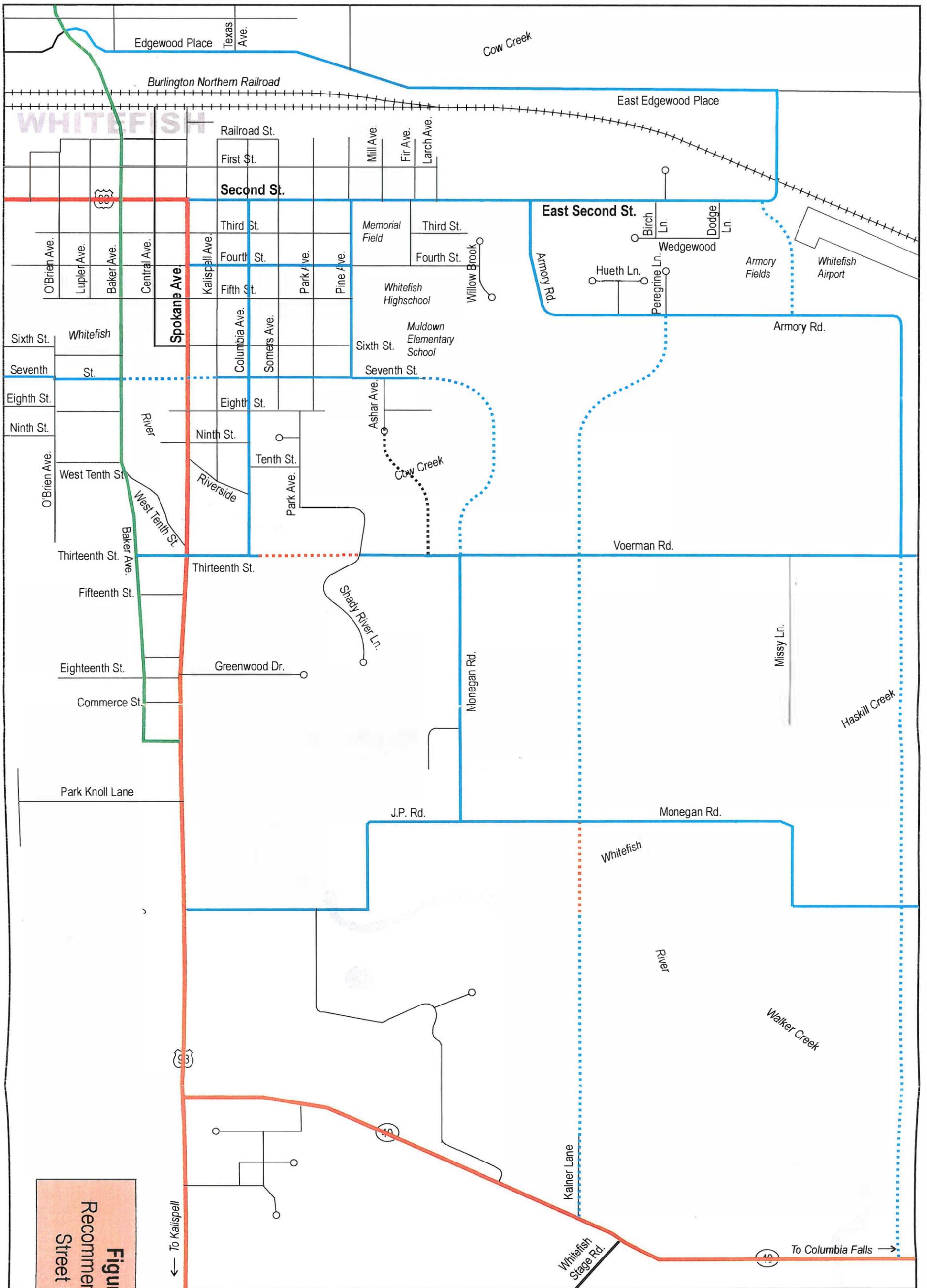
## Michelle Howke

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**From:** Susan Garside <suzitta55@gmail.com>  
**Sent:** Wednesday, March 02, 2016 1:03 PM  
**To:** mhowke@cityofwhitefish.org  
**Subject:** WF River

PLEASE DO NOT ALLOW MOTEL CHAINS AND HOTELS TO BE BUILT ALONG OUR WF RIVER! We already have 3 hotels being built in and around Whitefish. If the river is to be developed it should be with unique shops and businesses. Places for many people to enjoy in many different ways. Walk, bike kayak to a restaurant and shops. We need careful planning, once it is done it is gone. We need to have a plan in place that can be voted on for the future. We need to save our community and it's charm and continue to improve and protect it's uniqueness. This is why we live here, this is why people come. But it can easily tipped in the wrong direction without foresight. Yes, developers want to come in here and make some cash and move on. Do not let a moments greed take what we all love away from us. We can grow in a tasteful and quaint manner which preserves our small town. Let's not let it turn into anywhere else USA.

Susan Garside



**Figure 5.1**  
Recommended Major  
Street Network

