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## MONDAY, NOVEMBER 29, 2010

The Board of County Commissioners met in continued session at 8:00 o'clock A.M. Chairman Brenneman, Commissioners Lauman and Dupont, and Clerk Robinson were present.

### NO MEETINGS SCHEDULED

At 5:00 o'clock P.M., the Board continued the session until 8:00 o'clock A.M. on November 30, 2010.

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## TUESDAY, NOVEMBER 30, 2010

The Board of County Commissioners met in continued session at 8:00 o'clock A.M. Chairman Brenneman, Commissioners Lauman and Dupont, and Clerk Robinson were present.

### CONSIDERATION OF RESTATEMENT OF COOPERATIVE INTERLOCAL AGREEMENT @ WHITEFISH CITY COUNCIL CHAMBERS

[6:04:14 AM](#)

Members present:

Chairman Joseph D. Brenneman  
Commissioner Dale W. Lauman  
Commissioner James R. Dupont

Others present:

Assistant Mike Pence, Whitefish City Manager Chuck Stearns, Whitefish City Clerk Necile Lorang, Lyle Phillips, Larry Campbell, Frank Sweeney, Sharon Morrison, Theodore Roosendahl, Tom Thomas, Turner Askew, Nan Askew, Gary Hall, Rick Smith, Kayla Kile, Anne Dee Reno, Diane Smith, David Fischlowitz, Ed McGrew, Richard Hildner, Bruce Meyer, Leslee Meyer, Rebecca Norton, Sarah Nargi, Dan Weinberg, Michelle Troyer, Jan Metzmaker, Mayre Flowers, Philip Mitchell, Bob Blickenstaff, Rhonda Fitzgura, John Vail, Mary Vail, Lynette Hintze, Clerk Kile

Chairman Brenneman stated the purpose of the meeting is to consider signing the document for restatement of the Interlocal Agreement with Flathead County regarding the City's extraterritorial planning and zoning jurisdiction. He noted this is a public meeting and although they would not be required to take public comment it will be allowed. Brenneman explained the Interlocal Agreement before them is the exact document signed by Whitefish City Council on November 16, 2010.

#### **Chairman Brenneman opened the public comment period for anyone wishing to give their comments regarding the Interlocal Agreement.**

Larry Campbell a resident in the donut area said what was printed in the newspaper was either a misprint or misconception of the language in regards to Article 13 which has been thrown out. He stated it is garbage as he attended all the meetings and everyone was in agreement with Article 13 with the exception of maybe Chuck Stearns who eventually came around and voted for it. He then said he believes the City of Whitefish has gutted any representation that they have had or were going to have and that was in Article 13. Campbell stated he has not read one article or heard anything about an attorney from Flathead County representing him or offering to give them more representation; it has been one sided from Whitefish. He said as he understands it if this is approved he will be governed by all the ordinances from the City of Whitefish which includes having only three chickens and no rooster which gets ridiculous. He noted the only thing in there is the termination clause and each and every one of the Commissioners have expressed they do not want to have the burden of planning in the area and instead want to pass it off. Campbell stated he is a resident of the county and wonders why they should be treated differently than those in Columbia Falls or Coram. He further said he felt Commissioner Dupont truly was batting for them.

Rebecca Norton, 530 Scott Avenue said she felt from the beginning this was a reckless and dangerous route to go. She stated she appreciated the Commission trying to come up with a compromise that would work. Norton explained there have been concerns with residence in regards to their property values and noted she is not in favor of the document being approved, and would instead like a final decision from the Supreme Court. She noted her concern in regards to their water supply and asked if at all possible that someone from Flathead County (inaudible) so they don't have to replace their water supply.

Sara Nargi a physician in the Highway 93 South donut area expressed her concern in regards to the agreement as it is currently written that doesn't say anything really specific about the Highway 93 corridor and other areas discussed during the long term growth policy of Whitefish. She said during that time it was decided that Highway 93 and a couple of other areas would be commercially zoned in a transition zone. Nargi stated she would like to see written into the policy that this would be done within some time limit; the next six months, as it was suppose to be done within two years and its three years later now. She noted the residents living on Highway 93 unanimously want this done as the properties now are only useful if commercial properties.

**TUESDAY, NOVEMBER 30, 2010**  
**(Continued)**

Frank Sweeney, 350 Lost Coon Trail said the agreement in front of them states it is an entire agreement between the parties and you are going to sign that agreement saying it is the entire agreement, and we all know sitting here that it isn't the entire agreement between the City of Whitefish and Flathead County regarding the Interlocal Agreement; there is going to be a MOU which is part of the agreement. Sweeney asked that they not sign the agreement but instead finish up and complete the MOU before they accept and sign the document. He stated as a lawyer he would never advise a client under any circumstances to sign a document that says it is your entire agreement when everybody in the room knows it is not. The agreement in front of them he said does not address the key issue and the reason for attempting to terminate the Interlocal Agreement that is in place now; the issue of representation of citizens in the donut area. Sweeney said neither the agreement nor the MOU addresses the issue. He stated it has been brought to your attention as well as the state council's attention that the way to do that is to create a local area governing board to manage it. He said the agreement in place for the City of Whitefish is no different and is identical to the one in place in Columbia Falls. He further stated if the agreement is truly about the Critical Areas Ordinance then let's identify that as the problem and deal with it on that basis rather than revise the agreement that doesn't address any of the concerns in respect to representation; there is no urgency, let's get it right.

Sharon Morrison, 400 Morrison Road said she echoed Mr. Sweeney's comments and urged them to not sign the Interlocal Agreement. She stated her reason for that is that it is an illegal document as written. She stated when a contract says it is a complete agreement between the parties then nothing else will be considered and it doesn't matter if another MOU is written or not; it's worthless and will not have any effect. If a party was to challenge it in a court of law she said the clause in the contract that says it is the entire understanding between the parties that a court will not permit the admission of the evidence of a MOU that is not referenced or incorporated into the agreement. Morrison then explained the three reasons why she feels it is illegal.

- Unlawful for a governing body to delegate a governmental function without an express authorization by the legislature; MCA 76-2-201 the county is given zoning authority by the state legislature. The statutes were searched and she found nothing that says the county can pass that on; only the legislature has the power to do that.
- It is unconstitutional is another reason. When Montana passed the 1972 Constitution they withheld the power to initiate a referendum. It says the people reserve under themselves the power to initiate a referendum. Legislative authority is given to the legislature according to the constitution and this agreement as an end run around the initiative and referendum process essentially is taking away the doughnut area residents constitutional rights.
- It also lacks a provision that is required by statute whereby it must name an administrator to administer the function. The Interlocal Agreement chapter is about administrative functions. MCA 76-2-310 & 311. The county cannot delegate authority to the city.

Jan Metzmaker said she was not in favor for several reasons including the one year termination provision. She said with the MOU out there it would be like a pig in a poke as they would have no idea what it would cost, what planning would happen or what rules and ordinances would be reviewed, which isn't fair to the citizens or taxpayers of Whitefish. She stated they have already dealt with this correctly with the City of Whitefish and paid to go through the public process.

Bruce Myer also a resident in the donut area said he doesn't like being left without any representation which is basically what is being done. He said the citizens voted them in and asked where their representation is from them.

Diane Smith, 26 Houston Drive also a resident in the donut area stated she supported the agreement. She said as a lawyer she structures deals. Smith quoted a long standing saying in politics that says power corrupts and absolute power corrupts absolutely. She said what was wrong with the original agreement with the lack of a termination clause is that both parties had to agree; under the old agreement it could be terminated at any time providing that both parties agreed. She explained the one year period is actually longer than what exists in the current agreement. Smith said what is important is that Whitefish and Flathead County can get back to negotiating with each other, listening to each other and compromising with each other without one body having the opportunity to enslave the other to an agreement that lasts forever and ever until both parties agree to let the other one out; no matter how miserable that party may be. At the county level she added you have the opportunity at this point to represent those in the donut. She stated if Whitefish gets out of control you can step in and remind Whitefish that they need to compromise, listen and hear what the residence in the donut area are saying. We have seen examples where ordinances are passed that don't make any sense in the donut area; they may make sense in downtown Whitefish, but not in the donut. She noted she has never seen a deal that she thought couldn't be better, yet at the end of the day this will restore a balance of power to the two entities and by doing so will give the citizens in the donut an opportunity to be heard and listened to in a way that has been missing for them that lead to the lawsuit.

Lyle Phillips, 2840 Resthaven Drive another resident of the donut area said it has been eight months since the process was started to determine where common ground could be reached for establishing a new Cooperative Interlocal Agreement between the City of Whitefish and Flathead County. He stated the purpose of the process as he was told was to develop an alternative solution to having the courts settle a lawsuit; it was initiated at the request of the City Council. The restatement of the Cooperative Interlocal Agreement being considered is a culmination of those efforts and also includes some additional language by the county and city attorneys. Phillips said he as well as a lot of others have spent a lot of time working to provide something that would provide cooperation between the two parties. He stated he believes strongly the Commissioners are the elected officials and are representing them in a cooperative manner with the City of Whitefish and that they will all benefit from it. He said he hasn't heard a whole lot of discussion in the last few hearings that say they are willing to cooperate and be considerate of the citizens in the donut; mostly of what he has heard is that they have an agenda and will push it as hard as they can, and we don't really care what happens to you. Phillips said the document does provide a compromise between the two parties although it isn't ideal; yet better than what they have had.

**TUESDAY, NOVEMBER 30, 2010**  
**(Continued)**

Richard Hildner, 104 E. 5<sup>th</sup> Street, Whitefish asked that the document not be approved. He said during the public hearing held by the Whitefish City Council when a 3 to 2 vote of approval was given that only one person spoke in favor of the restatement, and everyone else from inside and outside the city spoke against it. He stated a vast majority of donut residents have spoken against the restatement of the agreement which does nothing to bring predictability to the lands in the extraterritorial area. Hildner said in fact the one year termination does just the opposite which seems to be one of the issues that keeps coming up over this idea of predictability. There is no change of representation he said as the City Council still represents the City of Whitefish and the Commissioners still represent Flathead County. He questioned why the 2005 Interlocal Agreement wasn't being stuck with whereby they could agree in the spirit of cooperation to sit down and discuss the handful of issues that seem to divide them like the critical ordinance. He added perhaps some of the lawsuits would go away if they could get back to discussing the critical ordinance; the 2005 Interlocal Agreement would provide predictability and avoid double taxation of city residence that have paid once for the development of legislation that affect both the city and donut area residence.

Karen Reeves, 230 Missy Lane also a donut resident said a lot of what was just said is basically what she intended to make a point of. She said she believes they can address the particular issues that have caused this to blow up instead of throwing everything out. Reeves said the same kind of Interlocal Agreement exists in Columbia Falls and has worked fine in Whitefish for many years. She added I think we are getting rid of everything because of the critical area ordinance.

Rhonda Fitzgerald, 412 Lupfer Avenue said she is puzzled by the whole issue as everyone that lives in the city is also under the county. She noted she lives in the city and feels the Commission is also looking out for them as well as those in the donut area. Fitzgerald asked why Columbia Falls hasn't withdrawn from the Interlocal if the document is so flawed. She stated if this is all going to be pulled back out on the table she would like to be reimbursed for the taxes paid in preparing the planning document.

Tom Thomas a resident in the donut area said he feels there are red flags and stated right now the City of Whitefish is under a tremendous amount of pressure by the people who have the heart of Whitefish. He said I am not sure you can do a successful job of helping the residence in the donut area because these people are ruthless. Thomas stated for 10 years he has seen people railroaded so badly when someone decides they don't want this person or business; right now they are fighting about who is allowed to have a business and who isn't on Highway 93, and are considering taking businesses away from people or not allowing them to continue on if it is sold. He said he has clients that live on the other side of Highway 40 that are concerned that they bought their property and can't have it as residential and the City of Whitefish will never allow it to be used as commercial. Thomas went on to say I don't know how you are going to control the monster that is in the City of Whitefish and said personally he would like to see it go to court.

Mayre Flowers, Citizens for a Better Flathead thanked the Commission for coming to Whitefish and said she feels it is important that they hold hearings in communities within the County when issues like this come up. She spoke about the lack of faith and discouragement voters have in their government. She said the 2005 existing agreement already allows them to work together. Flowers said there are issues that have not been put on the table and the most important first step is to try to hammer out those issues under the 2005 agreement and to not move forward with the new agreement. She said she agrees with the position stated by Attorney, Frank Sweeney in that this is illegal because it is not the entire agreement.

Dick Smith, 2451 Lone Tail Pines stated you have a chance to make a decision to come back to the table; right now based on the 2005 Interlocal Agreement you are not at the table, and being a donut resident I want someone at the table. He said bottom line I am in favor of the proposal and dearly want someone representing me. Smith said the agreement is very simple in that Whitefish has all the power except if they get out of hand as has been seen in the past and that gives you a chance to sit at the table and hopefully bring them back in.

Phil Mitchell, 1450 West Lakeshore Drive said the balance of power to help the donut residence is part of the solution they are trying to come up with and thanked the Commission for seriously looking at this.

**Chairman Brenneman closed the public comment period**

Commissioner Dupont said he appreciated those that came out to show how much they did care about their community. He stated the county was brought into this particular matter by the residence of the donut and he as the representative of the north end of the valley. The 2005 Interlocal Agreement he said gave the county no option whatsoever which was not fair to the residence in the donut, and that is why negotiations were started with the council. He said a resolution was agreed upon for two things which were that the county or the city had an option to get out of the agreement should they come to a stale mate and could not get over what one party or the other wanted, and second it has a termination clause which is good because it gives you the opportunity to look at it and see where you are going to start planning ahead. Dupont said there has been a major split between people surrounding the City of Whitefish and it will not go away unless we sit down at the table and start trusting each other and working out the issues they are all trying to deal with. He said the attorneys have looked at it and stated I don't know if its legal or illegal. Dupont stated in the civil world you never know until you go to court; what we are trying to do is eliminate the issue of waiting two to three years for a decision from District Court that will be appealed to the Supreme Court. Those that have property in the donut area he said are sitting on property that is valueless and don't know what they can or can't do with it. He stated this is a living document that can be changed as they cooperate and negotiate with each other which with the current council he said he feels can be done. Dupont said this is a start and after he and the council met there was a good understanding that they were going to work together and resolve some of the critical area ordinances out there that are disturbing to residence in the donut.

Commissioner Lauman also thanked everyone for coming out and stated he appreciated Commissioner Dupont's work in developing the agreement with the committee. He said they met with the Whitefish City Council and believes everyone put the agenda on top of the table and agrees with Commissioner Dupont in that it isn't a perfect document but is three steps in the right direction in bringing communication back between the City Council and County Commissioners, and as long as that communication line is open he stated we will accomplish something. Lauman noted it is not cast in stone and can be corrected.

Chairman Brenneman said we have before us Resolution 10-46 which would be signing the Restatement of the Cooperative Interlocal Agreement.

TUESDAY, NOVEMBER 30, 2010  
(Continued)

Commissioner Dupont made a **motion** to sign the Restatement of the Interlocal Agreement, Resolution 10-46 with the City of Whitefish. Commissioner Lauman **seconded** the motion.

Chairman Brenneman said he feels it is very apropos they are in fact doing this on a snowy wintery night when it is difficult to travel; we wouldn't want any portion of this to be easy. He said in listening to public comment tonight there seems to be a common theme from both sides regarding concern over the ability to trust each other. He stated there is no way to know how that is going to work, unless they establish some kind of a starting point and proceed down a path that hopefully would be a mutually beneficial reestablishment of trust. Brenneman said as it has been clearly stated this is not the perfect document, however, I feel it is a step in the right direction and as a County Commissioner I took an oath to do the best job I could for the citizens of Flathead County. He stated very clearly resolving the litigation is in the best interest of the citizens they represent. Brenneman asked that those serving at the City and County level for the next number of years keep in mind the importance of working together, the importance of water quality and predictability and property value and rights; it isn't an easy answer and anyone who tells you it is easy is lying to you as it is a complex problem. He further said the issue of representation by members in the donut needs to be seriously addressed whether that's planning board members be elected or whether or not with the legislative change there could in fact be a elected body that would have some authority regarding development in that area of land use.

Motion carried unanimously.

**RESOLUTION NO. 10-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, APPROVING THE RESTATEMENT OF COOPERATIVE INTERLOCAL AGREEMENT WITH FLATHEAD COUNTY REGARDING THE CITY'S EXTRATERRITORIAL PLANNING AND ZONING JURISDICTION.**

WHEREAS, the City of Whitefish and Flathead County have conducted extensive negotiations regarding modifications to the February 1, 2005 Interlocal Agreement concerning the City's Extraterritorial Planning and Zoning Jurisdiction and resolution of the lawsuit, *The City of Whitefish v. Board of County Commissioners of Flathead County*, Cause No. DV-08-367A, Montana Eleventh Judicial District Court, Flathead County, Montana, following the County's decision to withdraw from the 2005 Interlocal Agreement; and

WHEREAS, in consideration for the dismissal of the lawsuit between the City and the County and in reliance of and anticipation for the dismissal, the parties agreed to amend the Interlocal Agreement a third time, by the Restatement of Cooperative Interlocal Agreement to provide a five year term for the Interlocal Agreement, subject to renewal by mutual agreement of the parties, and withdrawal of a party at least one year from the date of notification, allowing for notice of the withdrawal, investigation of the cause for the withdrawal, resolution, and mandatory dispute resolution process prior to the withdrawal date; and

WHEREAS, a public hearing was held by the City of Whitefish on October 4, 2010, at which public input was received with respect to the Restatement of Cooperative Interlocal Agreement; and

WHEREAS, at a work session held jointly by the City of Whitefish and the Flathead County Board of Commissioners on October 18, 2010, the City and County discussed their mutual willingness to work together for an ongoing cooperative process between the City and County and desire to resolve the lawsuit, and following public comment, input was received with respect to proposed amendments to the 2005 Interlocal Agreement which would provide a resolution to the lawsuit; and

WHEREAS, at lawfully noticed public hearings conducted by the Whitefish City Council on November 1, and November 15, 2010, the Restatement of Cooperative Interlocal Agreement, as amended, Exhibit "A," providing for a one year termination and five year duration was discussed, and the Whitefish City Council received oral and written staff reports and invited public comment with respect to the Restatement of Cooperative Interlocal Agreement; and

WHEREAS, it will be in the best interests of the City, and its inhabitants, as well as the inhabitants of the extraterritorial jurisdictional area, for the City to work together again with the County in a cooperative process, resolve the lawsuit and approve the proposed Restatement of Cooperative Interlocal Agreement;

TUESDAY, NOVEMBER 30, 2010  
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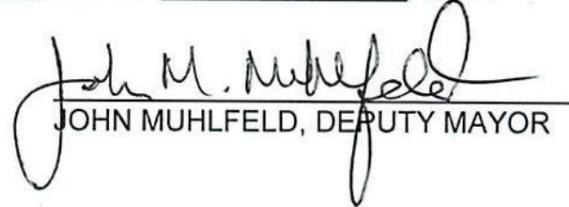
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Whitefish, Montana as follows:

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

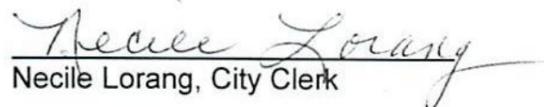
Section 2: The Restatement of Cooperative Interlocal Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved and adopted, and the Whitefish City Manager is authorized and directed to execute such Agreement on behalf of the City of Whitefish.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITEFISH, MONTANA, ON THIS 15TH DAY OF NOVEMBER, 2010.

  
JOHN MUHLFELD, DEPUTY MAYOR

ATTEST:

  
Necile Lorang, City Clerk

**RESTATEMENT OF  
COOPERATIVE INTERLOCAL AGREEMENT**

This Agreement is entered into as of the 15th day of December, 2010, by and between the County of Flathead, a political subdivision of the State of Montana (the "County"), and the City of Whitefish, a municipal corporation (the "City"), with respect to the following facts.

A. Beginning in approximately 1967, the parties have cooperated in creating and administering the Whitefish City-County Planning Board (the "Planning Board") and the Planning Board's jurisdictional area, as permitted by Montana law.

B. Currently the jurisdictional area of the Planning Board extends approximately two (2) miles from the boundaries of the City, as shown on Exhibit "A," attached hereto and incorporated herein by reference.

C. From time to time the parties have adopted and updated a Master Plan (or Growth Policy) covering the jurisdictional area of the Planning Board. The most recent version of the adopted Master Plan is entitled, "2007 Whitefish City-County Growth Policy."

D. Since 2005 the parties have cooperated in creating an area extending approximately two (2) miles beyond the City's boundaries, within which the City has established its own zoning designations, and incorporated County zoning designations, as permitted by Montana law, although some lands still retain County zoning designations. This two (2) mile area is referred to as the City's extra-territorial zoning jurisdiction and jurisdictional area.

E. The Planning Board, its jurisdictional area, as well as the City's two (2) mile extra-territorial jurisdiction, as described above, were created by joint action of the parties, through the parties' original 2005 Interlocal Agreement.

F. The parties desire that within the City's extra-territorial zoning jurisdiction, the City shall administer all planning and zoning, subdivision review, lakeshore protection regulations, and floodplain regulations, subject to the oversight by the County, as set forth more fully herein.

G. On September 20, 2005, the parties signed Amendment No. 1 to the Interlocal Agreement, which modified Paragraph 6 of the Interlocal Agreement, concerning the transition that would take place pursuant to the Interlocal Agreement.

H. On February 6, 2007, the parties signed Amendment No. 2 to the Interlocal Agreement, which modified Paragraph 4 of the Interlocal Agreement to extend the Whitefish Lake and Lakeshore Protection Regulations to include the properties surrounding Blanchard Lake, and to have a new member appointed to the Whitefish

TUESDAY, NOVEMBER 30, 2010  
(Continued)

Lake and Lakeshore Protection Committee, representing Blanchard Lake from the Blanchard Lake area.

I. In consideration for the dismissal of the lawsuit between the City and the County and in reliance of and anticipation for the dismissal, the parties enter into this Agreement to amend the Interlocal Agreement a third time, to provide a five year term for the Interlocal Agreement, subject to renewal by mutual agreement of the parties. Also, the parties desire to provide the process for County oversight and withdrawal of a party at least one year from the date of notification, allowing for notice of the withdrawal, investigation of the cause for the withdrawal, resolution, and mandatory dispute resolution process prior to the withdrawal date.

THEFORE, the parties agree as follows:

1. Interlocal Agreement. This Agreement is established pursuant to the Interlocal Cooperation Act, § 7-11-101, et seq., MCA. The purpose of this Agreement, is among other thing, to streamline the provision of government services by centralizing the functions of planning, zoning, subdivision review and lakeshore and floodplain permitting for the area surrounding Whitefish and the Whitefish Lake in one governmental agency that will, through such centralization, develop greater expertise and efficiency than if the same functions were handled by two governmental agencies.

2. Continuation of Planning Board. It is the parties' intent to continue in effect the nine (9) member Planning Board, in the same manner and jurisdiction it has been administered and has operated in the recent past. The City shall continue to appoint four (4) members of the Planning Board pursuant to § 76-1-201(1), MCA. The County shall continue to appoint four (4) members of the Planning Board pursuant to § 76-1-201(1), MCA. The ninth member of the Planning Board shall continue to be appointed pursuant to § 76-1-201(2), MCA. The parties shall each bear their own expenses involved in advertising for and appointing Planning Board members. The City shall be responsible for and shall bear all other costs of administering and operating the Planning Board.

3. Planning Board's Jurisdiction. The parties agree that the jurisdictional area of the Planning Board shall be as shown on Exhibit "A."

4. Continuation of Lakeshore Protection Committee. The parties agree that the Lakeshore Protection Committee shall consist of eight (8) members, and shall be administered and operated in the same manner that it has been in the recent past. Pursuant to Chapter 5 of the Whitefish Lake and Lakeshore Protection Regulations, the City shall appoint three (3) committee members, all of whom shall be resident freeholders within the City and at least two (2) of whom shall be residents on either Whitefish or Lost Coon Lake. The County shall appoint four (4) members, all of whom shall be resident freeholders of rural Flathead County, at least two (2) of whom shall be residents on either Whitefish Lake or Lost Coon Lake, and at least one (1) of whom

TUESDAY, NOVEMBER 30, 2010  
(Continued)

shall be a resident on Blanchard Lake. The eighth (8th) member shall be appointed by the Whitefish City-County Planning Board and shall be a City resident. The parties shall bear their own expenses involved in advertising for and appointing Lakeshore Protection Committee members. The City shall be responsible for and shall bear all other costs of administering and operating the Lakeshore Protection Committee.

5. City's Authority in Jurisdictional Area. The parties agree that pursuant to §§ 76-2-310(1), 76-2-311, and 75-7-214, MCA, and pursuant to this Interlocal Agreement Amendment, the City, as a city of the second class, shall assume and use for the purposes of planning and zoning, subdivision review and approval, and for the administration of the lakeshore protection regulations and floodplain regulations, the boundaries of the jurisdictional area, as shown in Exhibit "A." Subject to the terms and conditions of this Agreement, within the boundaries shown on Exhibit "A," the City shall have the power to (1) establish or alter zoning designations; adopt, administer, enforce, and amend planning and zoning regulations, (2) consider and approve subdivisions and adopt, administer, enforce, and amend subdivision regulations, (3) consider and approve lakeshore permits and adopt, administer, enforce, and amend lakeshore regulations, and (4) consider and approve floodplain permits and adopt, administer, enforce, and amend floodplain regulations. The City shall be responsible for and shall bear all costs of administering the regulations identified above.

6. Transition. Subject to Paragraph 7 below, the parties shall cooperate with one another in removing Flathead County's zoning designations within the jurisdictional area, but shall do so in coordination with the City's establishment of zoning designations so that currently zoned areas will transition smoothly from County zoning to City zoning. Until Flathead County has removed its zoning designations and the City has established new zoning designations with respect to a particular parcel or parcels of property, the applicable County zoning regulations shall remain in full force and effect, and the City shall have full legal power and authority to enforce all County zoning regulations applicable to a particular parcel or parcels.

7. Highway Corridors. Based upon the City's expressed concerns about development along the Highway Corridors, the County agrees to give 60 days written notice to the City prior to the adoption of any proposed change to the County's Master Plan/Growth Policy, or any regulations, covering property in the Highway Corridors and allow City comment thereon. The Highway Corridors are defined as 1/4 mile on either side of US Highway 93 and Montana Highway 40 beyond the two (2) mile boundary of the jurisdictional area and within the boundaries of the County Master Plan/Growth Policy.

8. Land in Two Jurisdictions. If a zoning, subdivision, lakeshore or floodplain application is received by either party which involves land located inside and outside of that party's jurisdictional area, as established by this Agreement, the parties' planning staffs shall meet and determine whether such application should be processed by only one party, and if so which party is appropriate for such processing. If the proposal

involves connection to the City's water and/or sewer utilities, then the City shall process such application.

9. Development in Watershed. Based upon the City's concerns with its watershed, the parties agree that if a proposed development in Sections 5, 8, 9, or 16, Township 31 North, Range 21 West, P.M.M., Flathead County, Montana, would result in a density of one dwelling unit per 5.0 acres, or higher, the boundaries of the New Jurisdictional Area shall be amended to include such property within the New Jurisdictional Area and the City shall undertake to review the project.

10. No New Entity. No separate legal entity is created pursuant to the terms of this Agreement, although the parties agree that the previously created Planning Board and Lakeshore Protection Committee shall continue in existence.

11. No Jointly Owned Property. The parties shall not jointly acquire or own any property; nor shall the parties be required to contribute funds or bear any expenses other than those identified herein.

12. Regular Review. The parties shall meet yearly to discuss generally the topics covered by this Agreement. Prior to the expiration of this Agreement the parties shall meet to determine whether the Agreement should be renewed for an additional five year term and review the jurisdictional areas identified herein to jointly determine whether any modification is warranted.

13. Term. After approval and appropriate filing, this Agreement shall become effective and shall endure five (5) years from the date of its approval by the parties, or until terminated by law, by mutual agreement of the parties or withdrawal of a party as provided by this part, whichever shall first occur.

A party may withdraw from this Agreement upon lawful resolution passed by the governing body of that party and service of written notice thereof on the remaining party at least one (1) year prior to the requested date of termination. During the one-year period of time from notice of the requested withdrawal and termination of the Interlocal Agreement, the party providing notice shall specify the nature and grounds for withdrawal within ten (10) days of the date of the notice, allowing the remaining party ninety (90) days to investigate and propose a resolution.

After ninety (90) days from the date of the notice for withdrawal, if the parties are unable to reach a mutually agreeable resolution, the parties shall attempt to resolve the stated grounds for the withdrawal and termination of the Interlocal Agreement through non-binding mediation, and, the parties shall jointly select a mediator. In the event the parties do not voluntarily and timely select a mediator within fifteen (15) days from the mediation request, the eleventh judicial district court on application of a party shall appoint a mediator. The mediator so appointed by the

TUESDAY, NOVEMBER 30, 2010  
(Continued)

parties or the district court shall assist the parties to attempt to resolve their differences as provided by § 26-1-813, MCA.

This Agreement will remain in full force and effect for the parties throughout the full one (1) year period of time following service of notice of the withdrawal of a party.

14. Entire Agreement and Duration. This Agreement contains the entire agreement of the parties hereto, as amended on September 20, 2005, and February 6, 2007, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. Each party represents and warrants that the Agreement is lawful and binding on the parties, and enforceable by the remedy of specific performance and injunctive relief. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter contained in this Agreement which are not fully expressed herein.

15. 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.

16. 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.

17. 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.

18. Necessary Acts. Each party to this Agreement agrees to jointly petition for and make every effort to dismiss with prejudice *The City of Whitefish v. Board of County Commissioners of Flathead County*, Cause No. DV-08-376A, Montana Eleventh Judicial District Court, Flathead County, Montana, and 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.

19. No Waiver. The waiver by one party of the performance of any covenant, conditions or promise shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other covenant, condition or promise. The delay in pursuing any remedy or in insisting upon full performance for any breach or failure of any covenant, condition or promise shall not prevent a party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

TUESDAY, NOVEMBER 30, 2010  
(Continued)

20. Partial Invalidity. In the event that any word, phrase, clause, sentence, paragraph, section, or other part of the Agreement 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 hereof shall continue in full force and effect.

FLATHEAD COUNTY

CITY OF WHITEFISH

By: Joseph D. Brenneman  
Joseph D. Brenneman, Chairman

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

ATTEST:

By: Diana Kile  
Diana Kile, Clerk

By: Necile Lorang  
Necile Lorang, City Clerk

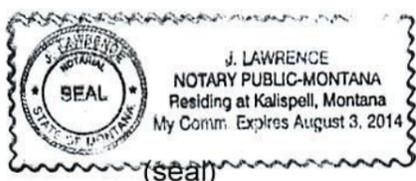


(seal)

STATE OF MONTANA )  
                                  ) s.s.  
COUNTY OF FLATHEAD )

On this 6th day of December, 2010, before me, the undersigned Notary Public for the State of Montana, personally appeared **JOSEPH D. BRENNEMAN** and **DIANA KILE**, known to me to be the Chairman of the Board of Commissioners and Clerk of the Board, respectively, and acknowledged to me that the County executed the same.

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



J. Lawrence  
Printed Name: J. Lawrence  
Notary Public for the State of Montana  
Residing: Kalispell  
My Commission expires: 8-3-2014

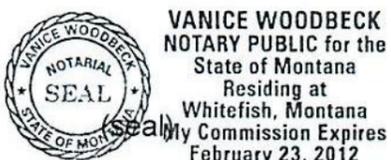
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Restatement of Cooperative Interlocal Agreement  
Page 6 of 7

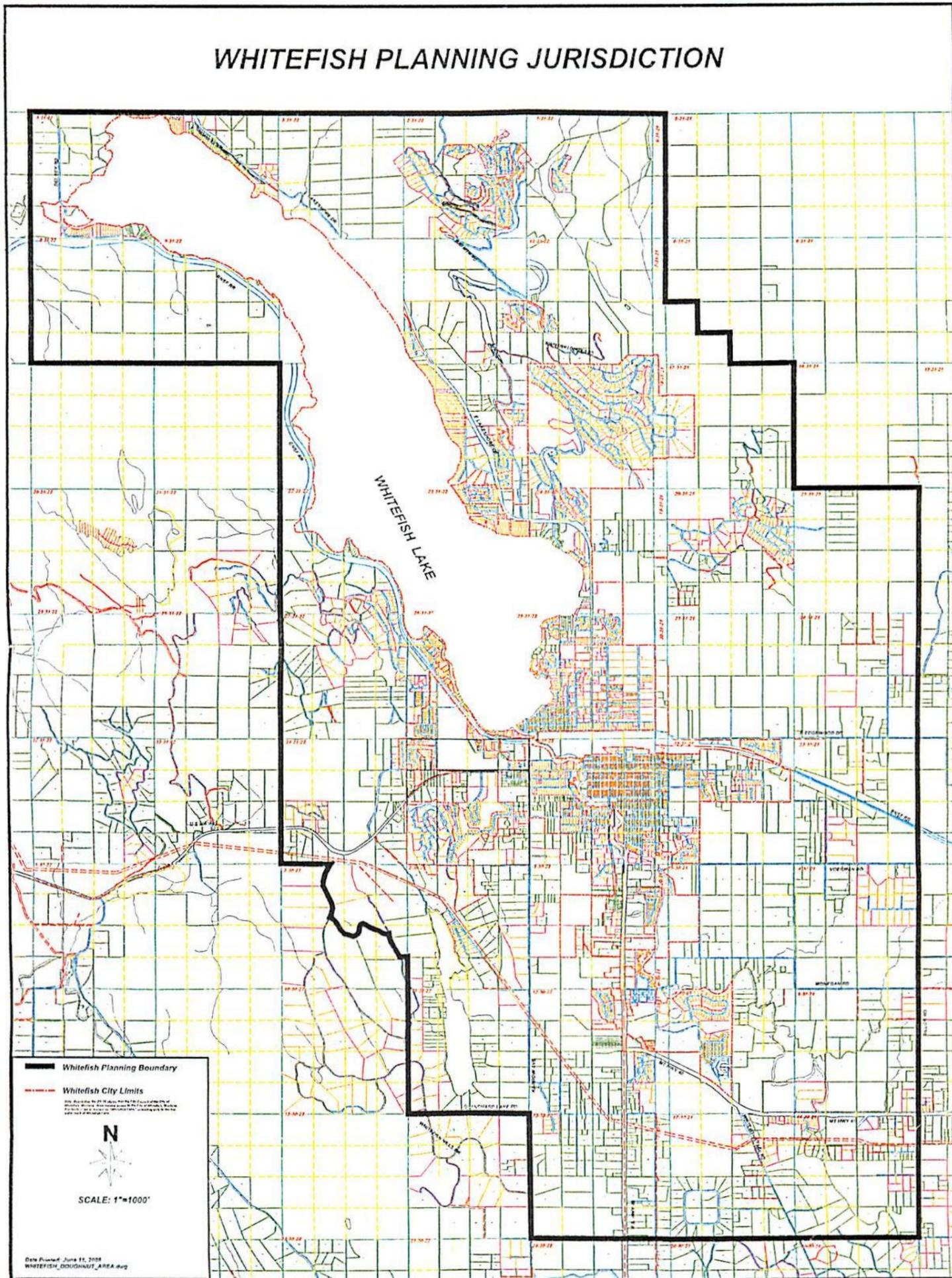
STATE OF MONTANA )  
                                  ) s.s.  
COUNTY OF FLATHEAD )

On this 2 day of December, 2010, before me, the undersigned Notary Public for the State of Montana, personally appeared **CHARLES C. STEARNS** and **NECILE LORANG**, known to me to be the City Manager and City Clerk respectively, and acknowledged to me that the City of Whitefish executed the same.

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



Vanice Woodbeck  
Printed Name: \_\_\_\_\_  
Notary Public for the State of Montana  
Residing: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



7:00 a.m. Flathead County River Commission meeting @ Earl Bennett Bldg.

At 5:00 o'clock P.M., the Board continued the session until 8:00 o'clock A.M. on December 1, 2010.

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**NOVEMBER, 2010  
(Continued)**

The following are claims for the month of November, 2010.

48 NORTH PC CIVIL ENGINEERING SERVICES	\$7,080.00
625 SUNSET LLC	\$208.77
A & I DISTRIBUTORS	\$4,023.20
A CUT ABOVE PROPERTY SPECIALISTS, LLC	\$3,581.25
AAEN TRUST	\$196.74
ACCURATE GROUP, THE	\$8.00
ADAMS, DEBBIE	\$62.96
ADAMS, GEORGE	\$135.68
ADDCO OFFICE SYSTEMS, INC	\$244.53
ADVANCED RESTAURANT SUPPLY INC	\$350.97
AFLAC	\$2,530.41
AGRO TECH COMPANY, INC	\$960.00
AIR CHEK INC	\$460.00
ALLEGIANCE BENEFIT PLAN MANAGEMENT	\$1,992.25
ALLIED 100	\$3,487.90
ALLTEL	\$551.14
ALPINE BUSINESS CENTER	\$4,360.00
ALTEC ENVIRONMENTAL PRODUCTS	\$154.24
ALTIERI, SABINE	\$28.58
AMAZING PAINTING INC	\$180.00
AMERICAN LINEN DIVISION	\$654.77
AMERICAN TITLE	\$22.00
AMERICAN TOOL WAREHOUSE	\$1,156.00
AMES COLOR FILE	\$220.00
AMSAN CUSTODIAL SUPPLY	\$1,210.36
ANDERS BUSINESS SOLUTIONS	\$2,370.20
ANDERSON, DEVON	\$99.99
ANDERSON, MADELINE	\$418.36
ANDERSON, TODD W & NANCY V	\$5.81
ANDY'S AUTO GLASS	\$180.00
ANG PRODUCTS INC FW DIV	\$2,795.00
ANIMAL SHELTERING	\$70.00
APCO AFC	\$100.00
APCO INTERNATIONAL, INC	\$1,230.50
APEC	\$13,205.82
ARMY - NAVY	\$1,271.05
ARRINGTON, MARIA	\$60.00
ASCENT STRATEGIC DEVELOPMENT	\$373.75
ASHLEY CREEK ANIMAL CLINIC	\$210.97
ATKINSON, JIM	\$52.00
ATLAS SECURITY PRODUCTS	\$1,397.10
AUSTIN FUNERAL HOME	\$750.00
AUTODYNE ENGINEERING	\$1,750.00
BACH, KAREN C	\$1,077.04
BAILEYS TEST STRIPS &	\$258.00
BALTRUSCH, SHARI	\$15.00
BANCROFT, SANDRA I & GERGORY B	\$112.91
BARASCH, STEPHEN & CHARLENE	\$501.99
BARBO, NORMA	\$250.00
BARKER, KATHLEEN F	\$250.00
BARNES, DALE E	\$101.92
BARTLETT, JAMES C	\$130.90
BASHORE, ERIC J	\$8,455.62
BATTERY SYSTEMS	\$1,877.97
BEAN, CURTIS	\$220.00
BEARGRASS MARKETING	\$3,610.50
BECHARD, JASON G J & CHERYL LT	\$103.14
BECHTLE, KATHRYN P	\$55.96
BEE BROADCASTING INC	\$600.00
BELTON MERCANTILE INC	\$300.03
BENNETT, CLIFFORD	\$40.18
BENSON, ELMER C	\$87.00
BERNA PRODUCTS CORP	\$640.00
BERRY, ROBERT E & PAMELA G	\$286.19
BIG JOHN'S	\$73.75
BIG SKY PROPERTIES OF MONTANA, INC.	\$150.00
BIGFORK SENIOR CITIZENS	\$300.00
BIGFORK WATER/SEWER DISTRICT	\$119.15
BINETTE, ANDREW	\$20.04
BIOQUIP PRODUCTS	\$1,701.90
BITTERROOT PYSCHOLOGICAL SERVICES	\$1,437.50
BLACKFORD, JILL M & ALLEN	\$779.78
BLACKTAIL REFRIGERATION INC	\$802.61
BLEND, CARROL C	\$187.20
BLOCK, BRYAN SURVEYING	\$446.25
BOOKKEEPING PLUS	\$123.75
BOUND TREE MEDICAL, LLC	\$177.63

**NOVEMBER, 2010  
(Continued)**

BRANDY LAND LTD PARTNERSHIP	\$1,031.53
BRESNAN COMMUNICATIONS LLC	\$2,010.61
BREWSTER, EDWARD NEIL	\$9.95
BRILES, RICHARD W MD	\$2,850.00
BRODY CHEMICAL	\$524.89
BROOKS, ANN M	\$8.00
BROWN, TAMMY	\$128.32
BRUNTY, DAVID	\$75.46
BUECHLE, JAMES	\$11.00
BUFFALO HILL FUNERAL HOME	\$4,950.00
BULLIS, RICHARD A.	\$1,650.00
BURKE, RUTH E	\$80.00
BURTON, JAMES H	\$455.00
BUTCHER, RONALD	\$1.08
BVAC INC	\$1,069.92
BYRD, OVILA	\$98.00
CAMPBELL, KIRBY K	\$250.00
CAMPBELL, MARK	\$25.83
CAMPBELL, RAEANN L	\$156.48
CARDINAL DISCOUNT SUPPLY INC	\$527.57
CARDINAL HEALTH	\$1,345.75
CARQUEST	\$249.76
CARQUEST AUTO PARTS STORES	\$790.02
CARR, MARCY A	\$28.00
CARSON BROTHERS INC	\$1,791.00
CARTER, RICHARD LEE	\$378.91
CARVER ENGINEERING 1	\$6,644.01
CASSIDY, KATE	\$29.98
CATE, JO ANN	\$232.71
CBM FOOD SERVICE	\$31,172.61
CD'A METALS	\$127.19
CEJAN CORP	\$780.50
CEMSTONE CONCRETE PUMPING, INC	\$582.00
CENEX HARVEST STATES	\$20.78
CENTER FOR RESTORATIVE YOUTH JUSTICE	\$6,055.35
CENTURYLINK	\$18,728.80
CHAIN SAW SALES AND SERVICE INC	\$35.00
CHC SOFTWARE, INC	\$348.18
CHEROT FAMILY TRUST	\$1,173.10
CHILD SUPPORT DIVISION	\$635.66
CHILTON, JIM	\$104.00
CHRISTENSEN, BRUCE OLIVER JR & ALICE	\$131.01
CHRISTIANA, CHLOE	\$127.00
CHUBB, SHARON	\$13.50
CHURCH, LOUIS A & SUZANNE E	\$105.45
CITY OF DEER LODGE	\$140.00
CITYSERVICEVALCON LLC	\$41,963.44
CLARK, PHYLLIS	\$15.00
CLARK, SAM	\$350.00
CLOSE, CIERA	\$280.00
COAHRAN, WILLIAM K	\$47.00
COCA-COLA BOTTLING	\$19.50
COLLECTION CENTER OF KALISPELL	\$459.96
COLLINS, ANNIE I	\$3,076.61
COLLINS, JEAN L	\$191.14
COLUMBIA FALLS CHAMBER OF COMMERCE	\$175.00
COLUMBIA FALLS, CITY OF	\$30.46
COLUMBIA MORTUARY 1	\$250.00
COLUMBIA PAINT	\$167.02
COMFORT INN - KALISPELL	\$7,178.39
COMMERCIAL MACHINE SERVICES, INC	\$1,153.47
COMMUNITY ACTION PARTNERSHIP	\$9,993.43
COMPUTER SOFTWARE ASSOCIATES, INC	\$385.94
CONKLING, BETTY P	\$87.72
CONRAD MAIN STREET LLC	\$3,388.66
CONRAD, CHARLES	\$9.72
CONSOLIDATED ELECTRICAL DIST, INC	\$48.46
CORRIGAN, EDWARD	\$682.32
COSCO	\$154.80
COVILL FAMILY TRUST	\$25.06
COWBOY CHURCH	\$135.00
COWGER, SARA	\$30.48
CREATIVE DATAPRODUCTS	\$1,269.53
CRESCENT ELECTRIC SUPPLY CO	\$843.09
CRIMINAL RECORDS	\$146.25
CRITCHFIELD, NINA M	\$25.83
CROSS, JAMES	\$15.00
CTA ARCHITECTS ENGINEERS	\$22,244.94
CULLIGAN WATER	\$1,584.60

**NOVEMBER, 2010  
(Continued)**

CUMMINGS, SUE	\$18.00
CURRIER'S WELDING INC	\$9,142.00
DAHLEM, MICHAEL ATTORNEY AT LAW	\$1,162.50
DAILY INTERLAKE	\$3,883.24
DALEN'S DIESEL SERVICE INC	\$4,222.27
DALL, ALICE MARIE	\$29.00
DATA IMAGING SYSTEMS INC	\$642.44
DAVEY, AMANDA	\$100.00
DAVIS PIPE & MACHINERY, INC	\$131.00
DAY, ROWLAND W II & JAMIE D FAMILY TRUS	\$5.86
DE LAGE LANDEN FINANCIAL SERVICES	\$485.50
DELAUGHDER, TERESA D	\$66.28
DEMCO, INC	\$108.78
DENMAN, MOLLY	\$117.95
DEPT OF ENVIRONMENTAL QUALITY 1	\$1,335.63
DEPT OF JUSTICE 5	\$1,002.62
DEPT OF LIVESTOCK	\$25.00
DEPT OF PUBLIC HEALTH & HUMAN SRVS 1	\$380.25
DEPT OF REVENUE 5	\$33,259.00
DEPT OF REVENUE 6	\$5,035.88
DIAMOND PLUMBING & HEATING INC	\$9,322.10
DIGITAL COMMUNICATIONS SYSTEM, INC	\$15,137.85
DIRTWORKS UNLIMITED	\$4,893.00
DISASTER MANAGEMENT SYSTEMS	\$126.42
DIVERSIFIED ELECTRIC CO	\$110.00
DLT SOLUTIONS INC	\$1,415.56
DON WEAKLY SIGNS	\$150.00
DONEY, DAVID M	\$773.85
DOUBLE DEUCE TOWING	\$160.00
DRAPER, MARK	\$357.27
DREW, WARREN E & JENNIFER A	\$129.37
DUFOUR, BERNADETTE J	\$1,070.74
DULL, MYRNA	\$15.00
DYKES, JEFFREY A	\$278.17
DYKSTRA, TED O JR	\$250.00
DYON, MICHAEL R	\$23.76
EASTMAN, ALYCE L	\$122.66
EBERT, HELLEN E	\$15.00
EBSCO INFORMATION SERVICES	\$7,059.54
EGGUM, VICKIE	\$218.92
EISINGER MOTORS	\$271.91
ELLIOT, RANDI	\$178.50
ELLIOTT, ROGER	\$360.00
ENVIRO-TIRE INC	\$862.50
EQUIPMENT LESSORS PROTECTION ASSOCIATION	\$44.04
EQUITABLE LIFE ASSURANCE SOCIETY	\$80.00
EQUITY MANAGEMENT INC TRUST	\$318.89
ERICKSON, CONNIE	\$209.00
ETHINGTON, MARILYN	\$34.00
EVANS, ROBERT ALLEN & PATRICIA MAE TRUST	\$17.11
EVENSON, JANETTE V	\$22.86
EVERGREEN DISPOSAL INC	\$16,147.08
EVERGREEN WATER DISTRICT #1	\$16.00
EXPRESS EMPLOYMENT PROFESSIONALS	\$21,009.73
EYRE, KENNETH	\$15.00
FADDEN, LORNA DR	\$2,437.50
FANDRICH, HELEN G.	\$5.00
FARMER BROTHERS CO	\$551.44
FASTENAL COMPANY	\$787.92
FASTENERS INC	\$369.60
FASTOYS LLC	\$126.75
FAUSKE, ARDELLA M	\$15.00
FAUSKE, PETE	\$15.00
FEDEX EXPRESS	\$24.58
FEHLHABER, TERRI	\$100.00
FERGUSON ENTERPRISES, INC	\$59.94
FICKLER OIL COMPANY INC	\$518.80
FINN, TRACY	\$123.29
FIRE SUPPRESSION SYSTEMS INC	\$600.00
FIRE SYSTEMS WEST INC	\$1,200.00
FIRST AMERICAN SPECIALTY SERV	\$14.00
FIRST BANKCARD	\$22,984.96
FIRST INTERSTATE BANK TRUSTEE	\$2,578.95
FIRST INTERSTATE BANK WHITEFISH	\$50.00
FISHER RIVER VALLEY FIRE/RESCUE	\$849.88
FITZSIMMONS, ALAN K	\$829.02
FLATHEAD BEACON	\$1,500.00
FLATHEAD CO TREASURER	\$26,230.69
FLATHEAD COMMUNITY HEALTH CENTER	\$228.00

**NOVEMBER, 2010  
(Continued)**

FLATHEAD CYCLING	\$100.00
FLATHEAD ELECTRIC COOPERATIVE INC	\$37,260.21
FLATHEAD JANITORIAL & RUG SERVICE	\$450.00
FLATHEAD PET EMERGENCY	\$198.74
FLATHEAD VALLEY COMMUNITY COLLEGE	\$1,238.50
FLINT, KATHLEEN	\$46.00
FLUEGEL, KATHERINE ANNE	\$620.68
FOOD SERVICES OF AMERICA	\$9,411.46
FORBES, PIERSON R & KAREN	\$194.49
FRANK, ALBERT	\$201.36
FRASER, MICHAEL W.	\$4.00
FRASER, ROBERT A & JOAN CAROL B REVLIVTR	\$308.01
FRECHETTE, THOMAS J	\$43.67
FUGINA, TARA	\$236.59
FULSAAS, MARTIN T & GAIL A	\$140.86
FURLOW, SONYA	\$94.00
GALLOWAY, TAMELA M	\$163.42
GAMBINO, LAURA	\$343.50
GARLINGTON, LOHN & ROBINSON, PLLP	\$4,242.98
GARNER, DONALD ROSS	\$19.38
GCR TIRE CENTER	\$2,936.86
GERALDS, JIM	\$15.00
GIGRICH, SALLY	\$250.00
GILLARD, DAVID	\$80.00
GLACIER BANK	\$4,770.00
GLACIER RV/BOAT STORAGE	\$420.00
GLACIER STONE SUPPLY, LLC	\$200.00
GLACIER WHOLESALERS INC	\$341.59
GLAXOSMITHKLINE PHARMACEUTICALS	\$9,751.50
GLIDDEN, MEGAN	\$41.00
GOLD RUSH CLOTHING COMPANY	\$244.00
GOODE, GREGORY A	\$63.40
GOODMAN, WILLIAM W JR	\$16,341.61
GOULD, JERRY R & HELEN	\$7.79
GRABAR VOICE AND DATA, INC.	\$4,597.00
GRADE 8 EARTHWORKS	\$1,125.00
GRANT, ROSE	\$111.50
GREASE MONKEY	\$69.99
GREAT NORTHERN LOCK & SAFE	\$192.25
GREGERSON, LISA	\$192.53
GRESS, DARRIN D	\$120.00
GRIZZLY MOON MASH, LLC	\$309.65
GRIZZLY SECURITY ALARMS INC	\$295.00
GUNDERSON, BRUCE	\$29.21
HALL, JANIS	\$653.00
HALL, TRAVIS	\$13.50
HAMILTON, JANIECE E	\$295.86
HAMMETT, JEFFREY J & STEPHANIE J	\$92.14
HANEY, ANNA M	\$128.37
HANSON, CONRAD	\$50.00
HARTSOCH, DOROTHY	\$750.00
HARTSOCH, FAYE	\$21.60
HARVEY'S LIL TRUCKS	\$9,500.00
HASH & O'BRIEN, PLLP	\$15.00
HEALTH E-WEB	\$207.00
HEATHER, DEBRA	\$250.00
HELGESON, JOE	\$8.73
HELMER, BRUCE T	\$973.40
HENRY SCHEIN	\$1,577.67
HESKA CORPORATION	\$397.00
HEWITT, ANN	\$250.00
HIGH COUNTRY LINEN SUPPLY	\$1,537.60
HILL'S PET NUTRITION SALES INC	\$589.84
HO PARTS PLUS	\$643.59
HOGAN, MARK S	\$0.00
HOLAND, DAVID A	\$1,430.41
HOLIDAY INN EXPRESS 2	\$190.32
HOLIDAY INN GRAND MONTANA	\$500.34
HOLM, NATHAN	\$52.00
HOME DEPOT CREDIT SERVICES	\$699.85
HOXMER, JEANETTE	\$250.00
HOYT, WILLARD R & LINDA M	\$54.46
HSBC BUSINESS SOLUTIONS 1	\$1,936.80
HUDSON, JERREL	\$7.20
HUNTER, LAURIE	\$14.00
HURST FAMILY LIMITED PARTNERSHIP	\$24.89
HURST, CAROLYN M	\$50.00
HUTCHENS, JOHN	\$47.50
HUTCHISON, MATTHEW & KAREN	\$40.10

**NOVEMBER, 2010  
(Continued)**

I-STATE TRUCK CENTER	\$78.91
IBS INCORPORATED	\$164.19
IKON OFFICE SOLUTIONS	\$467.18
INGRAM LIBRARY SERVICES	\$7,812.87
INSTAMED	\$90.00
INSTY PRINTS	\$23.50
INTERSTATE ALARM CO	\$90.00
J2 OFFICE PRODUCTS	\$18,867.92
JACKOLA ENGINEERING & ARCHITECTURE PC	\$1,048.00
JACKSON, KATHLEEN	\$50.00
JAMISON, MICHAEL C & ANN CATHERINE TURNE	\$43.83
JANCE'S BODY SHOP INC	\$325.00
JANITORS WORLD SUPPLIES	\$1,925.59
JAWORSKY, MICHAEL	\$7.20
JENSEN, LUWANNA	\$46.00
JOHNSON CONTROLS INC	\$6,498.95
JOHNSON, ALBERT L	\$140.00
JOHNSON, CASH ANDERS	\$80.00
JOHNSON, DAVID	\$224.14
JOHNSON, DIANE	\$75.00
JOHNSON, KEN	\$130.00
JOHNSON-GLOSCHAT FUNERAL HOME	\$250.00
JOM PHARMACEUTICAL SERVICES	\$6,470.83
JONES & BARTLETT PUBLISHERS, INC	\$221.01
JONES, CHRISTINE	\$18.00
JORDAN, DAN & KATHLEEN	\$153.00
JUDGE, LILLIAN	\$15.00
JUNE GARCIA, LLC	\$4,000.00
K A N BUILDING	\$855.10
K&J AUTO PARTS INC	\$14.38
KAISER, EVA	\$250.00
KALISPELL AUTO PARTS	\$11,875.82
KALISPELL CHAMBER OF COMMERCE	\$150.00
KALISPELL CITY WATER DEPT	\$825.90
KALISPELL COPY & BLUE INC	\$81.91
KALISPELL ELECTRIC INC	\$643.15
KALISPELL ESTATE PLANNING INC	\$11.75
KALISPELL MEDICAL EQUIPMENT	\$44.00
KALISPELL OVERHEAD DOOR SERVICE INC	\$80.90
KALISPELL REGIONAL MEDICAL CENTER	\$6,894.00
KALISPELL SENIOR CENTER	\$731.00
KALISPELL TOYOTA	\$11,187.00
KALMONT DISTRIBUTORS INC	\$3,562.00
KALVIG & LEDUC, P.C.	\$7.00
KAPLAN, MARY A	\$240.57
KAR PRODUCTS	\$54.51
KARI DODGE CHRYSLER PLYMOUTH HYUNDA	\$585.45
KELLER, NORA L	\$817.04
KELLY, BRIAN	\$210.00
KELSO, BRETT A	\$151.00
KENNEY, PATRICK & THOMAS	\$647.67
KENWORTH SALES MISSOULA	\$395.54
KIMBALL, KAREN	\$250.00
KIMMEL, FRANCES L	\$22.00
KING, G JERRY & ELSENE GEORGIA REV TRUST	\$2,290.10
KING, RICK L.	\$4.80
KINNIBURGH, HEIDI	\$15.50
KK & B PARTNERSHIP	\$978.08
KLEINSCHMIDT, JANE	\$38.00
KLS HYDRAULICS & MACHINE WORKS LLC	\$5,369.99
KMART 7030	\$204.86
KNUTSON, LEONARD & JEANIE	\$37.68
KOLLMAYER, JANE P	\$328.39
KONE INC	\$2,401.43
KOSITZKY, JO ANN	\$54.00
KRANTZ, ADELE	\$87.27
KRAUS, RYAN	\$160.00
KRAUSS, SUSAN	\$250.00
KRUCKENBERG, LISA M	\$375.00
KRUSER'S MOBILE SERVICES LLC	\$340.00
KUNDA, SUSAN	\$1,114.90
L.S. JENSEN CONSTRUCTION	\$16,042.64
LAIRD, DOROTHY P	\$33.00
LAKESIDE COMMUNITY CHAPEL	\$450.00
LAKESIDE COUNTY WATER & SEWER	\$58.12
LAKO, JARED	\$35.00
LAMERES, ANNA CLARE	\$162.26
LANGUAGE LINE SERVICES	\$100.00
LANKTREE GLASS, INC	\$130.00

**NOVEMBER, 2010  
(Continued)**

LARDINO, ANNETTE CARMELLA	\$250.00
LARSEN, JEFF	\$14.50
LAWRENCE, ANN	\$7.80
LAWSON PRODUCTS	\$5,598.84
LAZUKIN, ANDREY	\$719.61
LC STAFFING SERVICE	\$6,324.63
LEADERSHIP FLATHEAD	\$35.00
LEAF	\$93.00
LEMIEUX, WENDY M	\$250.00
LEMONDS, JIM	\$15.00
LENOIR, RODNEY	\$24.00
LES GUGLER'S A-1 AUTO ENTERPRISES	\$60.00
LES SCHWAB TIRE CENTER #904	\$149.67
LES SCHWAB TIRE CENTER 1	\$823.36
LEXISNEXIS MATTHEW BENDER	\$203.94
LHC, INC	\$269,791.26
LIBERTY NORTHWEST	\$104,005.39
LILIENTHAL INSULATION COMPANY LLC	\$850.00
LIPPINCOTT WILLIAMS & WILKINS	\$321.00
LIST, KATHERINE A	\$2,400.00
LODIEN, LESTER RAY	\$40.00
LOGAN, JOHN W	\$144.00
LOOSE ENDS UPHOLSTERY, LLC	\$120.00
LOREN'S CARPET CARE	\$400.00
LOZAR'S TOTAL SCREEN DESIGN	\$745.80
LUCAS, MARVEL	\$15.00
LUNA, AL	\$15.00
LYDERS, MICHAEL SCOTT & JAN E	\$101.63
M&C TIRE, INC	\$185.75
M4A	\$1,500.00
MACO/JPIA	\$886,470.00
MACON SUPPLY	\$90.00
MAGIC WANDA'S CLEANING SERVICE	\$250.00
MAHLUM, EUNICE W	\$211.93
MAHUGH FIRE & SAFETY, LLC	\$409.45
MAIL ROOM, THE	\$7,653.20
MAKULEC, JENNIFER	\$2,775.00
MANAGHAN, BEVERLY	\$15.00
MANSFIELD, SUSAN E	\$250.00
MANUFACTURING SYSTEMS INC	\$484.92
MARSZALEK, STEVEN & JANICE	\$35.01
MASTER'S TOUCH LLC, THE	\$13,407.48
MCCARTHY, ALLISON	\$20.70
MCCLAREN, MARJORY	\$27.99
MCCLEARY, MAREN	\$250.00
MCCULLOCH, OLEN M	\$250.00
MCDONALD, KAY M	\$250.00
MCFARLAND, TIM & MARY	\$300.52
MCLEAN FAMILY TRUST	\$1,375.50
MCPHERSON, WILLIAM E & MARILYN J	\$385.16
MDM SUPPLY	\$2,538.93
MEADOW GOLD - GREAT FALLS	\$1,212.80
MEADOW LAKE GOLF RESORT	\$2,407.59
MERCK & COMPANY INC	\$2,327.45
MEREDITH CONSTRUCTION CO	\$207,329.57
MERIAL LIMITED	\$260.40
METAL WORKS & MUFFLER	\$659.12
MEYER, PAULA M	\$40.00
MICROSCOPE SERVICES NORTH WEST, INC	\$66.00
MIDWAY RENTAL & POWER EQUIPMENT INC	\$5,065.44
MIDWEST TAPE LLC	\$2,180.00
MILL-LOG EQUIPMENT CO, INC	\$1,866.87
MISSOULA RADIOLOGY PC	\$196.90
MISSOULA TRUCK SALES INC	\$291.92
MOBILFONE	\$210.00
MODERN MACHINERY CO, INC	\$9,395.00
MONTANA ACE - KALISPELL	\$113.96
MONTANA ASSOCIATION OF FAIRS	\$100.00
MONTANA BAGEL CO	\$70.00
MONTANA CONSERVATION CORPS INC	\$7.99
MONTANA COUNTY FIRE WARDEN ASSOCIATION	\$40.00
MONTANA DEPT ENVIROMENTAL QUALITY	\$1,600.00
MONTANA DEPT OF AGRICULTURE	\$315.00
MONTANA DIGITAL LLC	\$720.00
MONTANA ENVIRONMENTAL LAB LLC	\$20.00
MONTANA HIGHWAY PATROL	\$937.14
MONTANA LAND PROJECT, LLC	\$51,214.72
MONTANA OE-CI TRUST FUND	\$15,289.29
MONTANA ONE CALL CENTER	\$271.76

**NOVEMBER, 2010  
(Continued)**

MONTANA PETERBILT	\$1,103.79
MONTANA PRIMARY CARE ASSOCIATION	\$600.00
MONTANA SCALE COMPANY, INC.	\$9,820.00
MONTANA STATE EXTENSION	\$5,333.34
MONTANA STATE TREASURER 1	\$5,047.85
MONTANA STATE UNIVERSITY 9	\$334.00
MONTANA VEBA HRA ADMINISTRATOR	\$459.65
MONTGOMERY, RICHARD T	\$2,720.00
MOORE, GREGG & GRETCHEN	\$73.76
MOORING TAX ASSET GROUP, LLC	\$10,753.84
MORDEN, ISAAC	\$50.00
MORRISON & FRAMPTON	\$14.00
MOTOROLA	\$199.05
MOUCH, ALLISON	\$33.75
MOUNTAIN TRADER, INC	\$386.13
MOUNTAIN VIEW PET CREMATORY INC	\$562.00
MOUNTAIN WEST BANK	\$6.00
MOYER, JESSICA MIDGETTE	\$46.00
MTS-MONTANA TECHNICAL SOLUTIONS INC	\$7,968.94
MUFFLER ALLEY, INC	\$60.00
MULLANEY, CINDY	\$98.00
MUNROE, BRANDON JAMES	\$125.00
MUNROE, DENNIS JAMES	\$205.00
MURDOCH'S RANCH & HOME SUPPLY, INC	\$11,658.26
MURPHY, KATHY	\$15.00
MUSEUM AT CENTRAL SCHOOL	\$70.00
MWI VETERINARY SUPPLY	\$163.93
NANHALL MFG CO INC	\$50.32
NARDI, VINNIE JR	\$11.79
NASH, ELAINE A	\$111.93
NASH, JAMES D & ELAINE A	\$44.90
NATIONAL ASSN OF BUNCO INVESTIGATOR	\$60.00
NATIONAL SEMINARS GROUP	\$199.00
NATIONS TITLE AGENCY	\$8.00
NELSON, CHERI	\$500.00
NELSON, MARY J	\$120.12
NELSON, RONALD O	\$289.37
NELSON, TERRY & LYNDA C	\$284.40
NETWORK HARDWARE RESALE	\$199.23
NEW WORLD SYSTEMS	\$2,756.67
NEWMAN TRAFFIC SIGNS INC	\$2,981.60
NEWMAN, MICHAEL M. MD PC	\$350.00
NICHOLAS, LORI	\$250.86
NIMCO INC	\$559.00
NOFTSINGER, MICHELLE	\$551.00
NOMAD TECHNOLOGIES INC	\$260.00
NORCO, INC	\$1,277.70
NORTH AMERICAN SALT COMPANY	\$7,996.80
NORTH VALLEY AG CENTER	\$26.85
NORTH VALLEY REFUSE	\$60.00
NORTH VALLEY SEARCH & RESCUE	\$23.00
NORTH VALLEY SENIOR CENTER	\$660.00
NORTHERN ENERGY INC	\$330.50
NORTHLAND HOBBIES	\$178.00
NORTHSTAR PRINTING INC	\$74.00
NORTHWEST FUEL SYSTEMS	\$797.68
NORTHWEST LANDSCAPING	\$100.00
NORTHWEST PARTS & EQUIPMENT	\$1,157.44
NORTHWEST PIPE FITTINGS INC	\$437.74
NORTHWEST PORTABLES LLC	\$95.00
NORTHWEST PSYCHOLOGICAL SERVICES PC	\$600.00
NORTHWEST TRUCK REPAIR INC	\$24,526.66
NORTHWESTERN ENERGY 1	\$7,601.94
NORVELL, LINDA	\$8.02
O'BRIEN, JANICE A	\$124.80
O'NEIL PRINTERS, INC	\$200.00
O'REILLY AUTO PARTS	\$149.97
OFFICE DEPOT 1	\$1,030.79
OLSON, JUDITH 1	\$40.50
OLSON, WENDY	\$167.37
OLYMPUS AMERICA INC	\$2,632.72
OREGON DEPT OF JUSTICE	\$111.69
ORKIN - GREAT FALLS	\$150.00
OSHWALLA LLC	\$20,417.84
OTIS, JOHN	\$68.00
OURSLAND, WILLIAM G	\$1,078.05
PACIFIC STEEL & RECYCLING	\$970.13
PADE FAMILY TRUST	\$1,244.29
PAGE NORTHWEST	\$15,052.00

**NOVEMBER, 2010  
(Continued)**

PAN WEST	\$157.50
PAPKE, RUSSELL	\$109.00
PARADIGM MANAGEMENT PC	\$91,440.15
PARAGON BERMUDA (CANADA) LTD	\$551.00
PARK SIDE FEDERAL CREDIT UNION	\$900.00
PARK, KENNETH	\$373.88
PARKER, BRADLEY	\$115.00
PARKER, JEANNE	\$115.00
PATHWAYS HEALTHCARE	\$2,234.00
PAXMAN, EDITH S	\$675.00
PEPSI-COLA BOTTLING COMPANY	\$1,251.75
PETERSON, STEVEN J	\$130.57
PETTY CASH - REFUSE DISPOSAL DIST.	\$26.97
PETTYJOHN'S THE WATER STORE INC	\$88.00
PFIZER ANIMAL HEALTH	\$448.80
PFRIMMER, CAROLYN	\$15.00
PHI, THIEN-BAO	\$2,800.00
PHOTO VIDEO PLUS	\$2,906.59
PIERSON TRUCK PARTS	\$22.85
PILSCH, COREY	\$67.44
PINNACLE INVESTIGATION CORP	\$333.40
PITMAN, MAUREEN A	\$55.94
PITNEY BOWES INC	\$117.69
PLATT ELECTRIC SUPPLY INC	\$36.73
POOTON, JAMES R	\$9.22
PROFORMA ALBRECHT & CO	\$355.90
QUEEN, RAYMOND E & KRISTY A	\$17.81
QUILL CORPORATION	\$187.78
QWEST	\$261.18
R&S NORTHEAST, LLC	\$203.48
RADIATOR SOLUTIONS LLC	\$450.00
RAK CONSTRUCTION	\$2,646.00
RAMSEY, DAVID K & NICHOLE I	\$234.60
RANDY GEMBALA EXCAVATING CO	\$21,431.77
RANGER STORAGE	\$2,600.00
RECORDED BOOKS LLC	\$4,005.60
RED LION PROPERTIES INC	\$74,608.23
REED, TERRY PH.D.	\$67.00
REELEY LAW FIRM	\$7.00
RELM COMMUNICATIONS INC	\$29,149.78
RESPOND SYSTEMS OF MONTANA	\$55.93
RICH, LARRY & TERRY A	\$106.58
RICHARDSON, KAREN A	\$18.00
RICHESON, RICHELLE	\$165.23
RIEBE'S MACHINE WORKS INC	\$17.50
RILEY, TERRY ALLEN	\$9.41
RIMROCK STAGES INC	\$1,247.80
RIVERPARK HOMES LLC	\$230.32
ROBERT PECCIA & ASSOCIATES INC	\$1,187.78
ROBERTS, JENNIFER	\$250.00
ROBERTSON, LESLIE A	\$429.12
ROBINSON, LOUISE	\$7.00
ROBISON, MARK J	\$21.00
ROCKHURST UNIVERSITY CONTINUING EDUCATIO	\$199.00
ROCKMOUNT RESEARCH & ALLOYS, INC	\$394.35
ROCKY MOUNTAIN IMAGES INC	\$2,404.43
ROCKY MOUNTAIN MECHANICAL INC	\$9,393.00
ROLL, ARLEN	\$15.30
RON'S ALIGNMENT INC	\$240.00
RORVIK, SHIRLEY	\$25.00
ROSAUERS 1	\$406.36
ROSE COMMUNICATION	\$100.00
ROTHFUSS, MARK	\$12.50
RUMSEY, SCOTT S & MARSHA	\$86.57
RUTHER, COLLEEN R	\$54.45
S&K GLOBAL SOLUTIONS	\$8,909.43
SABO, DENNIS G & MONICA J	\$7.30
SAFELITE AUTOGLASS	\$192.95
SAFETY VISION	\$328.97
SAGO, BECKY	\$4.00
SALMON CREEK DESIGNS	\$35.00
SAMPEY, SCOTT	\$185.00
SANDERS, RAY	\$7.70
SANDS SURVEYING INC	\$975.05
SANOFI PASTEUR, INC	\$12,259.78
SCHAEFER PSYCHIATRIC SERVICES	\$2,500.00
SHELLINGER CONSTRUCTION CO, INC	\$2,840.50
SCHLEPP, LISA	\$36.00
SCHMID, SCOTT & CINDY L	\$1,337.04

**NOVEMBER, 2010  
(Continued)**

SCHMIDT, JOAN CONSULTANT	\$1,363.50
SCHNEIDER, G W 1	\$86.00
SCHOEPP, DENNIS H & KENRIA M	\$369.59
SCHROEDER CONTRACTING INC	\$5,900.00
SCHULTZ, JAMES	\$250.00
SCHWEGEL, LOIS	\$8.10
SEAMAN, MICHAEL V	\$168.29
SECURITY CONNECTIONS	\$11.00
SELBYS	\$359.93
SEVIER, WANDA J	\$250.00
SHADOW ENTERPRISES	\$5,600.00
SHAPIRO, SHEILA ANN	\$621.25
SHEPHERD, DEE L	\$15.00
SHERLOCK, PATRICK D	\$7.00
SHERWIN WILLIAMS	\$597.46
SHORS, RICHARD A & ANN C	\$45.00
SHOWELL, JEFFREY	\$1,872.68
SIBLERUD, ROGER W	\$584.72
SILVERTIP ENGRAVING	\$19.00
SIX ROBBLEES' INC	\$1,531.85
SKARSTEDT, PETER W	\$163.15
SKRAMOVSKY, TAMMY	\$5.60
SKURVID, NANCY J, RPR	\$166.00
SKYBERG, RICK	\$89.99
SMARTSIGN	\$280.15
SMILEY, PAUL & TERRI F	\$216.36
SMIRNOW, DAVID DR.	\$3,000.00
SMITH MEDICAL PARTNERS LLC	\$1,051.02
SMITH, JOANNE B	\$107.57
SMITH, LOIS	\$41.00
SMITH, SCOTT	\$109.21
SMITHS CUSTOMER SERVICE	\$102.11
SOLBERG HOLDINGS LLC	\$1,828.73
SOLID WASTE SYSTEMS INC	\$1,579.79
SOMMERFIELD, KAROLE	\$43.50
SPANGENBERG, KATHRYN B	\$125.68
SPECIAL EFFECTS	\$1,100.00
SPECIAL FRIENDS ADVOCACY PROGRAM	\$1,100.69
SPENCER FLUID POWER	\$522.05
SPENCER, HANNA	\$31.35
SPILLMAN, JACK	\$111.00
SPIRIT DOCUMENT SERVICES	\$20.00
SPOKANE HOUSE OF HOSE, INC	\$181.82
SPORTSMAN & SKI HAUS	\$96.97
ST MARIE GRAPHICS	\$5.51
ST MARY LODGE & RESORT	\$29,983.39
ST ROSE, RENAY	\$25.00
STACK, JAMES B & LISA A	\$3,299.13
STACK, JUDITH	\$250.00
STAFFORD, CHRISTINE	\$13.20
STAPLES CREDIT PLAN	\$912.38
STAPLES CREDIT PLAN 1	\$67.47
STATE PUBLIC DEFENDER	\$230.00
STERNBERG, SUE	\$3,200.00
STEVENS, KAREN S REVOCABLE TRUST	\$13.60
STEVENS, SARA L	\$96.74
STRAKA, JOSEPH A	\$40.00
STRINGER, SHANNON D	\$32.00
SUPER 1 FOODS 1	\$30.50
SUPER WASH	\$16.00
SWAN, ROBERT H & CAROL J	\$47.94
SWISHER, VERA	\$250.00
SWISS CHALET EXCAVATING	\$750.00
SWT ENGINEERING, INC	\$4,672.76
SYKES PHARMACY INC	\$37.00
SYSCO FOOD SERVICES OF MONTANA INC	\$11,752.86
SZYMANSKI, ROBERT P & MARCIA M	\$37.00
T-BEND CONSTRUCTION INC.	\$780.00
TBS CUSTOM PAINTING INC	\$500.00
TEPAS, TIM	\$181.96
TESSCO INCORPORATED	\$1,145.65
THE EAGLE GROUP NORTHWEST INC	\$2,853.00
THOMAS CUISINE MANAGEMENT	\$1,318.35
THOMAS PRINTING INC	\$509.00
THOMAS, DEAN & HOSKINS INC	\$950.00
THOMAS, MICHELE M SHOWEN	\$63.59
THOMPSON, STEVEN S	\$166.98
THREE RIVERS BANK	\$5,030.21
TIDWELL, MARLENE	\$27.00

**NOVEMBER, 2010  
(Continued)**

TIKKA, SHARON A	\$17.00
TINKEY, RAY	\$287.00
TIRE-RAMA WEST	\$9,114.82
TJONES CONSTRUCTION	\$2,300.00
TKACHYK, KIPP	\$115.00
TOMBARGE, BEVERLY J	\$4.80
TONERPORT INCORPORATED	\$2,059.50
TORGERSON, KENNETH LAWRENCE & LINDA	\$158.15
TORNOW PC, THOMAS T	\$9.00
TOTAL ACCESS GROUP INC	\$535.00
TOWNE PRINTER, THE	\$213.20
TRAVELERS PROPERTY CASUALTY	\$2,542.51
TRC SOLUTIONS, INC	\$9,500.00
TRI-STATE RESTAURANT SUPPLY INC	\$1,261.72
TRI-STATE TRUCK & EQUIPMENT INC	\$204.57
TRIMBLE NAVIGATION LTD	\$4,891.22
TRIPLE W EQUIPMENT INC	\$1,442.53
TRIPLETT, MARGARET A	\$542.10
TRS	\$1,022.88
TRUSTEE SERVICES, INC	\$14.00
TUNGSTEN HOLDINGS	\$7.00
TUTTLE, SHARON J	\$27.00
TYLER TECHNOLOGIES INC	\$1,050.00
TYLER, PETE	\$32.40
U-HAUL	\$1,141.18
UNIQUE MANAGEMENT SERVICES INC	\$331.15
UNITED TOOL RENTAL INC	\$728.00
UNITED WAY OF FLATHEAD COUNTY	\$190.73
UNIVERSAL ATHLETIC SERVICE INC	\$368.63
UPS STORE, THE	\$24.93
USKOSKI ROOFING	\$2,900.00
VAIL, JOHN J & MARY L	\$39.69
VALIC	\$2,923.00
VALLEY GLASS INC	\$1,509.24
VALVOLINE EXPRESS CARE	\$79.98
VAN HELDEN, STEPHEN J	\$119.35
VAN MULLEM, ED	\$15.00
VAN SWEDEN, ROBERT P	\$57.60
VANTAGEPOINT TRANSFER AGENTS-457	\$594.96
VERIZON WIRELESS 4	\$2,666.57
VIDEO FOR ALL OCCASIONS	\$15.00
VISA	\$132.36
VISTA LINDA INC	\$300.00
VON JENTSEN, EMILY	\$230.70
VONDAL, DAYLE R	\$16.80
VUKONICH, CALE	\$60.00
WAGNER, DELORES B	\$19.93
WALTON, JIL M	\$143.46
WASHINGTON STATE SUPPORT REGISTRY	\$290.96
WATSON CRASH RECONSTRUCTION LLC	\$1,952.50
WCC PROPERTIES LLC	\$10,921.64
WEAVER GRAVEL, INC	\$2,926.00
WELLAND, GARY C	\$75.31
WELLS FARGO HOME MORTGAGE	\$22.00
WESEMAN, WILLIS	\$101.50
WESTERN BUILDING CENTER 3	\$3,454.04
WESTERN CONFERENCE OF TEAMSTERS	\$2,960.10
WESTERN DETENTION PRODUCTS INC	\$292.71
WESTERN ELECTRONICS, INC	\$565.00
WESTERN MT STATE VETERANS CEMETERY	\$70.00
WESTERN STATES EQUIPMENT COMPANY	\$59,286.59
WESTPHAL, DEBBIE	\$22.00
WHEELER, JAMES SCOTT	\$10.93
WHITEFISH AUTO PARTS INC	\$6,452.96
WHITEFISH CREDIT UNION	\$8.00
WHITEFISH CREDIT UNION 1	\$1,640.00
WHITEFISH GOLDEN AGERS INC	\$500.00
WHITEFISH THEATRE COMPANY	\$75.00
WHITEMAN, ANDY	\$400.00
WHITNEY, MIRIAM	\$250.00
WILCOMB, SHAUN	\$313.73
WILDER, DR WALLACE S	\$250.00
WILKINSON, JANE E	\$16.00
WILLIAMS INVESTIGATIONS	\$382.44
WILLIAMS, GINNY	\$69.60
WILLS, HARVEY L & NANCY E TRUST	\$1,269.51
WINCHELL, KIM	\$130.87
WINGATE INN 1	\$87.67
WOODRING, EARL E	\$261.12

NOVEMBER, 2010  
(Continued)

WORLDSCOUT CORPORATION	\$498.00
WYE, EGAN & VAN TRUST	\$9.27
WYETH PHARMACEUTICALS	\$1,065.90
XEROX CORPORATION 2	\$319.83
YOUNG, TERAH	\$152.98
ZALEWSKI, JOAN H REVOCABLE TRUST	\$1,075.95
ZEE MEDICAL SERVICE	\$541.87
ZELLMER, WYNNE	\$35.00

Grand Total: \$3,029,605.80

**Claims for the month of November, 2010 approved this 16<sup>th</sup> day of December, 2010.**

**BOARD OF COUNTY COMMISSIONERS  
Flathead County, Montana**

**By/s/Joseph D. Brenneman  
Joseph D. Brenneman, Chairman**

**By/s/Paula Robinson  
Paula Robinson, Clerk**

**PUBLIC NOTICE**

**The Board of Commissioners of Flathead County did this 16<sup>th</sup> day of December, 2010 approve payroll and claims for payment in the amount of \$4,211,670.00 for the period beginning November 1, 2010 and ending on November 30, 2010.**

**The full and complete claim list is available for public view in the Office of the Clerk & Recorder, Flathead County Courthouse, Kalispell, Montana. Individual requests for personal copies will be accepted by the Clerk and Recorder.**

**Dated this 16<sup>th</sup> day of December, 2010.**

**BOARD OF COUNTY COMMISSIONERS  
Flathead County, Montana**

**By /s/Joseph D. Brenneman  
Joseph D. Brenneman, Chairman**

**By /s/Paula Robinson  
Paula Robinson, Clerk**

**Publish December 22, 2010.**

**PUBLIC NOTICE**

**The Board of County Commissioners' proceedings for Flathead County for the period of November 1, 2010 thru November 30, 2010, are now available for public review in the Office of the Clerk and Recorder, Flathead County Courthouse, Kalispell, Montana.**

**Individual requests for personal copies will be accepted by the Flathead County Clerk and Recorder, Flathead County, Courthouse, Kalispell, Montana.**

**Dated this 16<sup>th</sup> day of December, 2010.**

**BOARD OF COUNTY COMMISSIONERS  
Flathead County, Montana**

**By /s/Joseph D. Brenneman  
Joseph D. Brenneman, Chairman**

**By /s/Paula Robinson  
Paula Robinson, Clerk**

**Publish December 22, 2010.**

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## WEDNESDAY, DECEMBER 1, 2010

The Board of County Commissioners met in continued session at 8:00 o'clock A.M. Chairman Brenneman, Commissioners Lauman and Dupont, and Clerk Robinson were present.

### **Chairman Brenneman opened public comment on matters within the Commissions' Jurisdiction.**

Marty Wardle, 36 Adams Street stated she supported her community and attended many of the Lakeside Neighborhood Plan meetings over the past years. She noted the majority of the people in the community have supported the plan through word of mouth or a petition. Wardle asked that as their representatives they trust and support the plan that the majority has expressed support of.

Brent Hall, 197 Lakeside Blvd. said he has attended many Lakeside Neighborhood Plan meetings with a lot of good people. He stated he wholeheartedly supports the plan and urged the commission to support it as well.

Rex Boller, 320 Lakeside Blvd. said he feels the Lakeside Neighborhood Plan is a 99 percent good plan. He stated you will always have people that feel there is something wrong with it, but the majority of people he has met in the neighborhood are all in favor of it and urged approval of it.

Barb Miller said during the last three years that she has worked on the plan there have been lots of discussions, disagreements and consensus. She stated she feels they have come up with a good plan for Lakeside and urged approval of it.

Joshua Townsley, 525 Political Hill a resident in Lakeside said he believes the committee has put together a good plan for the future.

Trevor Schaefer, 2332 Trappers Creek said he was on the board but recused himself from voting on the plan. He explained it was overwhelmingly approved with the support from the community being fantastic. Schaefer said it was heavily represented from both sides and noted compromises were made to move towards the middle.

Rich Williams, 101 Pine View Drive said he has worked on the plan for the past three years and urged approval of it.

### **No one else rising to speak, Chairman Brenneman closed the public comment period.**

### **CONSIDERATION OF ADOPTION OF FINAL RESOLUTION: LAKESIDE NEIGHBORHOOD PLAN**

[10:00:01 AM](#)

Members present:

Chairman Joseph D. Brenneman  
Commissioner Dale W. Lauman

Members absent:

Commissioner James R. Dupont

Others present:

Assistant Mike Pence, Deputy County Attorney Peter Steele, Deputy County Attorney Tara Fugina, Planning & Zoning Director B J Grieve, Planner Alex Hogle, F. Zanni, Barb Miller, Rex Boller, Marty Wardle, Jan Williams, Richard Williams, Lori Giardina, Trevor Schaefer, R. Schaefer, T. Leiser, J. Townsley, Brent Hall, Jack Thomson, Marc Liechti, Gene Shellerud, Jere Jobe, Jasmine Linabury, Lona Santana, Peggy Hedin, Muffie Thomson, Clerk Kile

Commissioner Lauman thanked the committee and the community of Lakeside for their hard work on the plan. He noted he has received some negative comments but most of them have been in support of the plan. Lauman stated he knows by residing in the community that the plan is supported by the majority of residents. He explained when the controversy arose in regards to meetings being held that he requested documents from the Planning & Zoning Office which he reviewed as well as all the e-mails sent back and forth between committee members and saw nothing controversial at all. Lauman stated this is a neighborhood plan and that is all it is; a plan for the future which is not cast in stone.

Chairman Brenneman said there are concerns about property rights and the rights of individuals who own property; sometimes we forget that the individuals that own property have a variety of rights including the right to form neighborhood plans under state law. He congratulated the community in taking advantage of the right and doing it extremely well and with a tremendous amount of community involvement. He then conveyed from Commissioner Dupont that he also supports the plan and wanted to express his thanks and appreciation to the community as well.

### RESOLUTION NO. 2274A

WHEREAS, the Lakeside Neighborhood Plan was approved by the Flathead County Commission on November 22, 1995;

WHEREAS, the property covered by the Lakeside Neighborhood Plan is approximately 24,060 acres and is located between the U.S. Forest Service lands on the west, Flathead Lake on the east, Spring Creek Road on the north and the Lake County line on the south;

WHEREAS, the Flathead County Growth Policy, which was approved by the Flathead County Commission on March 19, 2007, contained the then existing neighborhood plans, including the Lakeside Neighborhood Plan, and recognized that those existing neighborhood plans may require updating to comply with that Growth Policy;

WHEREAS, the Lakeside Community Council appointed an advisory board, the Lakeside Neighborhood Plan Committee, to update and revise the Lakeside Neighborhood Plan;

WHEREAS, the revised Lakeside Neighborhood Plan was reviewed by the Lakeside Community Council, who recommended approval to the Flathead County Planning Board;

**WEDNESDAY, DECEMBER 1, 2010**  
**(Continued)**

WHEREAS, the Flathead County Planning Board held workshops on October 7, 2009, and on June 16, 2010, and held a public hearing on September 15, 2010, concerning the revised Lakeside Neighborhood Plan, and considered the public comments received at that public hearing;

WHEREAS, the Flathead County Planning Board recommended that the Board of Commissioners adopt the revision of the Lakeside Neighborhood Plan, an addendum to the Flathead County Growth Policy, as amended by the Flathead County Planning Board; and

WHEREAS, the Flathead County Board of Commissioners reviewed the proposed revision of the Lakeside Neighborhood Plan, determined that it should be formally considered, passed a resolution of intention (Resolution No. 2274, dated October 14, 2010) to adopt the proposed revision, gave the public an opportunity to comment in writing on the proposed revision to be received in the Board's Office by November 19, 2010, and reviewed and considered the written comments received concerning its intention to adopt the proposed revision.

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 proposed revision of the Lakeside Neighborhood Plan, an addendum to the Flathead County Growth Policy, as amended by the Flathead County Planning Board, and as set forth in the Clerk and Recorder's file.

DATED this 1st day of December, 2010.

BOARD OF COUNTY COMMISSIONERS  
Flathead County, Montana

By/s/Joseph D. Brenneman  
Joseph D. Brenneman, Chairman

By/s/Dale W. Lauman  
Dale W. Lauman, Member

ATTEST:  
Paula Robinson, Clerk

By/s/Absent  
James R. Dupont, Member

By/s/Diana Kile  
Diana Kile, Deputy

**CONSIDERATION OF ADOPTION OF FINAL RESOLUTION: TEMPEL ZONE CHANGE/ HIGHWAY 93 NORTH ZONING DISTRICT**

10:07:05 AM

Members present:

Chairman Joseph D. Brenneman  
Commissioner Dale W. Lauman

Members absent:

Commissioner James R. Dupont

Others present:

Assistant Mike Pence, Planning & Zoning Director B J Grieve, Planner Alex Hogle, Deputy County Attorney Peter Steele, Deputy County Attorney Tara Fugina, Clerk Kile

Alex Hogle explained the zone change is to change the zoning designation from SAG-10 to SAG-5 on a relatively small portion of ground.

Commissioner Lauman made a **motion** to adopt final Resolution 837BV. Chairman Brenneman **seconded** the motion. **Aye** – Brenneman and Lauman. Motion carried by quorum.

RESOLUTION NO. 837 BV

WHEREAS, the Board of Commissioners of Flathead County, Montana, held a public hearing, following publication of legal notice, on the 19<sup>th</sup> day of October, 2010, concerning a proposal to change the zoning designation in a portion of the Highway 93 North Zoning District from SAG-10 (Suburban Agricultural) to SAG-5 (Suburban Agricultural);

WHEREAS, the Board of Commissioners did hear public comment on the proposed zoning change at that hearing;

WHEREAS, the Board of Commissioners reviewed the recommendation of the Flathead County Planning Board regarding the proposed change in the Highway 93 North Zoning District;

WHEREAS, based upon that recommendation and the public testimony, the Board of Commissioners of Flathead County, Montana, in accordance with Section 76-2-205, M.C.A., adopted a resolution of intention (Resolution No. 837 BU, dated October 19, 2010) to change the zoning designation of the property described on Exhibit A, in a portion of the Highway 93 North Zoning District from SAG-10 (Suburban Agricultural) to SAG-5 (Suburban Agricultural); and

WHEREAS, notice of passage of that Resolution was published once a week for two weeks, on October 23 and October 30, 2010, and the Board of Commissioners did not receive written protests to the change from forty per cent (40%) of the owners of real property in the Highway 93 North Zoning District.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Flathead County, Montana, in accordance with Section 76-2-205(6), M.C.A., hereby amends the Highway 93 North Zoning District to change the zoning designation in a portion of the Highway 93 North Zoning District from SAG-10 (Suburban Agricultural) to SAG-5 (Suburban Agricultural), that property being described on the attached Exhibit A.

**WEDNESDAY, DECEMBER 1, 2010  
(Continued)**

DATED this 1<sup>st</sup> day of December, 2010.

BOARD OF COUNTY COMMISSIONERS  
Flathead County, Montana

By/s/Joseph D. Brenneman  
Joseph D. Brenneman, Chairman

By/s/Dale W. Lauman  
Dale W. Lauman, Member

ATTEST:  
Paula Robinson, Clerk

By/s/Absent  
James R. Dupont, Member

By/s/Diana Kile  
Diana Kile, Deputy

Exhibit "A"

A tract of land situated, lying and being in the E ½ of Lot 1, Section 7, Township 29 North, Range 21 West, P.M.M., Flathead County, Montana; and more particularly described as follows:

**Tract 1:** Commencing at the Northwest Corner of said Section 7; thence S 88° 45' 50" E along the north line of said Section 7, 639.39 feet to the Northwest Corner of the E ½ of said Lot 1; thence S 00° 20' 30" E along the west line of the E ½ of said Lot 1, 599.21 feet to the true point of beginning of the tract being described; thence continuing S 00° 20' 30" E along the west line of the E ½ of said Lot 1, 686.25 feet to a point on the northerly R/W of Schrade Road, a 60 foot deeded County Road; thence S 89° 17' 17" E along the northerly R/W of said County Road, 633.22 feet to a point on the east line of said Lot 1; thence N 00° 04' 16" W along the east line of said Lot 1, 686.26 feet; thence N 89° 17' 34" W 636.46 feet to the point of beginning and containing 10.000 acres of land. Together with and subject to a 60.00 foot roadway and utility easement along the east line all as shown hereon.

**DOCUMENT FOR SIGNATURE: CHANGE ORDER NO. 3/ SAM BIBLER MEMORIAL TRAIL**

[10:14:52 AM](#)

Members present:

Chairman Joseph D. Brenneman  
Commissioner Dale W. Lauman

Members absent:

Commissioner James R. Dupont

Others present:

Assistant Mike Pence, Deputy County Attorney Peter Steele, Deputy County Attorney Tara Fugina, Planning & Zoning Director B J Grieve, Planner Alex Hogle, Public Works Director Dave Prunty, Marc Liechti, Brandon Theis, Clerk Kile

Alex Hogle reviewed the adjustments made for three items at a cost of \$16,233.64; two in regards to drainage issues that became apparent after the trail was built and another breakdown of quantities of material used for the project. Discussion was held relative to contractors bidding projects closer to the actual cost.

Chairman Brenneman stated he would hope in the future bids would come in closer to the amount of material needed.

Commissioner Lauman made a **motion** to approve Change Order No. 3 for the Sam Bibler Memorial Trail and authorized the chair to sign. Chairman Brenneman **seconded** the motion with concerns as expressed. **Aye** – Brenneman and Lauman. Motion carried by quorum.

**DOCUMENT FOR SIGNATURE: CONTRACT #11-22A-MIPPA9 & SMP MEMORANDUM/ AOA**

[10:26:16 AM](#)

Members present:

Chairman Joseph D. Brenneman  
Commissioner Dale W. Lauman

Members absent:

Commissioner James R. Dupont

Others present:

Assistant Mike Pence, Clerk Kile

Commissioner Lauman made a **motion** to authorize the chair to sign the AOA contracts. Chairman Brenneman **seconded** the motion. **Aye** – Brenneman and Lauman. Motion carried by quorum.

WEDNESDAY, DECEMBER 1, 2010  
(Continued)

**DOCUMENT FOR SIGNATURE: COLLECTIVE BARGAINING AGREEMENT/ SHERIFF'S EMPLOYEES**

[10:29:21 AM](#)

Members present:

Chairman Joseph D. Brenneman  
Commissioner Dale W. Lauman

Members absent:

Commissioner James R. Dupont

Others present:

Assistant Mike Pence, Deputy County Attorney Tara Fugina, Deputy County Attorney Peter Steele, H.R.  
Director Raeann Campbell, Clerk Kile

Raeann Campbell explained the deputies in the Sheriff's Office desire to have their contract rolled over for one year.

Commissioner Lauman made a **motion** to approve the collective bargaining agreement with the Sheriff's Office and authorized the chair to sign. Chairman Brenneman **seconded** the motion. **Aye** – Brenneman and Lauman. Motion carried by quorum.

**CONSIDERATION OF ADOPTION OF RESOLUTION APPROVING ASSUMPTION OF DUTIES BY THE FLATHEAD COUNTY BOARD OF COMMISSIONERS FOR HUNGRY HORSE FIRE DISTRICT**

[10:30:52 AM](#)

Members present:

Chairman Joseph D. Brenneman  
Commissioner Dale W. Lauman

Members absent:

Commissioner James R. Dupont

Others present:

Assistant Mike Pence, Deputy County Attorney Peter Steele, Deputy County Attorney Tara Fugina, Clerk Kile

Tara Fugina explained Hungry Horse Fire District is defunct and Resolution 2275 will allow the Commission to take over the responsibilities of the trustees.

Chairman Brenneman stated it is their understanding this will only be done until the board is back in order and individuals are found in the district that are willing to assume the responsibilities.

Commissioner Lauman made a **motion** to approve Resolution 2275; assumption of duties by the Flathead County Board of Commissioners of the Hungry Horse Fire District. Chairman Brenneman **seconded** the motion. **Aye** – Brenneman and Lauman. Motion carried by quorum.

RESOLUTION NO. 2275

WHEREAS, the Hungry Horse Fire District was created by the Board of Flathead County Commissioners on May 3, 1960;

WHEREAS, the Board of Flathead County Commissioners appointed five trustees to conduct the business of Hungry Horse Fire District on May 3, 1960;

WHEREAS, trustees have been elected positions since the terms of the original trustees expired;

WHEREAS, only two trustee positions are currently held by electees and the remaining three seats have not been filled by election or appointment, nor have the electees whose terms have expired remained active members of the Hungry Horse Fire Board of Trustees;

WHEREAS, § 7-1-203, M.C.A., authorizes the Board of Flathead County Commissioners to assume the duties of the Board of Trustees of the Hungry Horse Fire District and to act as that Board of Trustees with the same powers and duties as the Board of Trustees;

WHEREAS, the Board of Flathead County Commissioners desires to assume the duties of the Board of Trustees of the Hungry Horse Fire District to ensure continuing operation of the Hungry Horse Fire District;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Flathead County Commissioners, that the Board of Flathead County Commissioners shall:

1. Assume the duties of the Board of Trustees of the Hungry Horse Fire District; and
2. Assumption of the duties by the Board of Flathead County Commissioners shall continue until the minimum number of trustees to constitute a Board of Trustees are appointed by the Commissioners or the minimum number of trustee positions to constitute a Board of Trustees are filled by election, whichever shall first occur.

**WEDNESDAY, DECEMBER 1, 2010  
(Continued)**

BE IT FURTHER RESOLVED that no Commissioner shall receive additional compensation for fulfilling the duties created by this Resolution.

Dated this 1<sup>st</sup> day of December, 2010.

BOARD OF COUNTY COMMISSIONERS  
Flathead County, Montana

By/s/Joseph D. Brenneman  
Joseph D. Brenneman, Chairman

By/s/Dale W. Lauman  
Dale W. Lauman, Member

ATTEST:  
Paula Robinson, Clerk

By/s/Absent  
James R. Dupont, Member

By/s/Diana Kile  
Diana Kile, Deputy

**DOCUMENT FOR SIGNATURE: CONTRACT FOR SNOWPLOWING BIKE PATHS/ SCHLEGEL & SONS**

[10:33:42 AM](#)

Members present:

Chairman Joseph D. Brenneman  
Commissioner Dale W. Lauman

Members absent:

Commissioner James R. Dupont

Others present:

Assistant Mike Pence, Deputy County Attorney Peter Steele, Deputy County Attorney Tara Fugina, Public Works Director Dave Prunty, Clerk Kile

Dave Prunty reported the same contract was in effect last year with the price staying the same.

Commissioner Lauman made a **motion** to approve the snowplowing contract with Schlegel & Sons and authorized the chair to sign. Chairman Brenneman **seconded** the motion. **Aye** – Brenneman and Lauman. Motion carried by quorum.

**MEETING W/ JIM ATKINSON, AOA**

[10:38:54 AM](#)

Members present:

Chairman Joseph D. Brenneman  
Commissioner Dale W. Lauman

Members absent:

Commissioner James R. Dupont

Others present:

Assistant Mike Pence, AOA Director Jim Atkinson, Clerk Kile

Jim Atkinson met with the Commission to give an update on potential options being reviewed for relocating AOA to Corral West in Gateway West Mall. He explained options which included:

- Continuing to move forward with a CDBG Grant although funds would not be distributed until the middle of 2012.
- Plan to put a bond issue on the ballot for June of 2012 to fund the whole project or run a special bond issue which would fund the relocation earlier but cost approximately \$35,000 for a special election.
- Apply for a conventional loan through a bank, USDA or Montana Board of Investments.

Discussion was held relative to options presented.

**11:00 a.m. County Attorney meeting @ Co. Atty's Office**  
**11:00 a.m. Commissioner Brenneman: Travel to Helena**  
**1:30 p.m. Commissioner Dupont: LEPC meeting @ OES Office**  
**3:30 p.m. Commissioner Brenneman: Meeting w/ Lewis & Clark County Commissioners re: Radio Communications**

At 5:00 o'clock P.M., the Board continued the session until 8:00 o'clock A.M. on December 2, 2010.

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**THURSDAY, DECEMBER 2, 2010**

The Board of County Commissioners met in continued session at 8:00 o'clock A.M. Chairman Brenneman, Commissioners Lauman and Dupont, and Clerk Robinson were present.

**8:30 a.m. Commissioner Brenneman: DEQ 319 Grant Application presentation in Helena**  
**10:00 a.m. AOA TAB @ Eagle Transit**  
**Audit Committee meeting @ Commissioners' Meeting Room**

At 5:00 o'clock P.M., the Board continued the session until 8:00 o'clock A.M. on December 3, 2010.

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**FRIDAY, DECEMBER 3, 2010**

The Board of County Commissioners met in continued session at 8:00 o'clock A.M. Chairman Brenneman, Commissioners Lauman and Dupont, and Clerk Robinson were present.

**10:00 a.m. Commissioner Brenneman: Health Board/ Community Health Center Coordinating Committee meeting @ Earl Bennett Bldg.**

At 5:00 o'clock P.M., the Board continued the session until 8:00 o'clock A.M. on December 6, 2010.

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