

**CITY OF POLSON COMMISSION
MEETING AGENDA**

CCOMMISSION CHAMBERS

September 16, 2019

7:00 P.M.

1. CALL TO ORDER

Mayor Briney

2. PLEDGE OF ALLEGIANCE

Mayor Briney

3. APPROVAL OF PROPOSED AGENDA

Mayor Briney

4. PUBLIC COMMENT ON SIGNIFICANT MATTERS TO THE PUBLIC NOT ON THE AGENDA (address items to the Chair. Commission takes no action on items discussed)

5. CONSENT AGENDA

- a. Additional June 2019 claims
- b. September 1-12, 2019 claims
- c. City Commission Electronic Meeting Minutes September 5, 2019
- d. City Commission Written Summary Meeting Minutes September 5, 2019
- e. Annexation of Lisa Wall-Wilbert property Lot 1 COS 7334

6. INTERIM CITY MANAGER COMMENTS

Acting City Manager Kyle Roberts

NEW BUSINESS

pg. 33 **7. IMPACT FEE REVIEW COMMITTEE TO WAIVE BOYS & GIRLS CLUB IMPACT FEES.**
City Planner Kyle Roberts *vote required*

pg. 39 **8. RESOLUTION 2019-TBD TO GRANT AN EASEMENT TO THE POLSON SCHOOL DISTRICT FOR THE PURPOSES OF CONSTRUCTING A SIDEWALK INTO CITY RIGHT-OF-WAY**
City Planner Kyle Roberts *vote required*

pg. 44 **9. RESOLUTION NO. 2018-TBD TO ADOPT THE 2019 PARKS AND RECREATION DEPARTMENT FEE SCHEDULE AND THE 2019 GOLF FEES.**
Parks Director Patrick Nowlen *vote required*

pg. 54 **10. DONATION OF 6 GOLF SEASON PASSES TO CHARITABLE ORGANIZATIONS**
Park Director Patrick Nowlen *vote required*

EXECUTIVE SESSION

11. LITIGATION-MCA CODE 2-3-203 4(a)-EXCEPT AS PROVIDED IN SUBSECTION (4) (b), A MEETING MAY BE CLOSED TO DISCUSS A STRATEGY TO BE FOLLOWED WITH RESPECT TO LITIGATION WHEN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE LITIGATING POSITION OF THE PUBLIC AGENCY.

12. RECESS

13. RE-CONVENE

14. ADJOURN

City of Polson encourages public participation in its public meetings and hearings. In doing so the City holds its meetings in handicapped accessible facilities. Any persons desiring accommodations for a handicapping condition should call the City Clerk at 883-8203 for more information.

09/12/19
13:24:14

CITY OF POLSON
Claim Details by Fund, Account
For the Accounting Period: 6/19

Page: 1 of 2
Report ID: AP100Z

For doc #s from 134566 to 134573

5a.

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
2310 Tax Increment District	470110 Administration	2342 LAKE COUNTY COMMUNITY	PRA-2ND QTR CITY SHA	2,548.13
			Total for Fund:	2,548.13
2395 Tree Fund	480150 Tree Conservation	000832 DELANEY'S LANDSCAPE CTR.	PRKS-8' BLUE SPRUCE	298.55
			Total for Fund:	298.55
			Total:	2,846.68

09/12/19
13:24:14

CITY OF POLSON
Fund Summary for Claims
For the Accounting Period: 6/19

Page: 2 of 2
Report ID: AP110

Fund/Account	Amount
2310 Tax Increment District	
101000	\$2,548.13
2395 Tree Fund	
101000	\$298.55
Total:	\$2,846.68

5b

For doc #s from 134476 to 134599

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 General All-Purpose Fund	214550 Deposits Payable -	999999 TOM FARRELL	FACL-RFND CLEAN DEP-	100.00
1000 General All-Purpose Fund	214550 Deposits Payable -	999999 POLSON VFW	FACL-VFW CLN DEP REF	350.00
1000 General All-Purpose Fund	214550 Deposits Payable -	999999 POLSON ROTARY FOUNDATION	FACL ROTARY CHILI CL	350.00
1000 General All-Purpose Fund	214550 Deposits Payable -	999999 SALISH KOOTENAI COLLEGE	FACL-SKC WTR DAYS CL	100.00
1000 General All-Purpose Fund	410360 Municipal Court	2031 DENNIS DEVRIES	CORT-CITY JUDGE CONT	1,850.00
1000 General All-Purpose Fund	410360 Municipal Court	4880 ACCESS MONTANA	CORT-INTERNET SERVIC	16.67
1000 General All-Purpose Fund	410360 Municipal Court	4895 8x8, INC.	CORT-TELEPHN SERV	31.80
1000 General All-Purpose Fund	410400 Administrative Services	4880 ACCESS MONTANA	ADMN-INTERNET SERVIC	16.67
1000 General All-Purpose Fund	410400 Administrative Services	4895 8x8, INC.	ADMIN-TELEPHN SERV	31.80
1000 General All-Purpose Fund	410400 Administrative Services	4895 8x8, INC.	ADMN-TELEPHN SERV	19.90
1000 General All-Purpose Fund	410400 Administrative Services	4895 8x8, INC.	FINC-TELEPHN SERV	19.89
1000 General All-Purpose Fund	410500 Financial Services	4880 ACCESS MONTANA	FINC-INTERNET SERVIC	16.67
1000 General All-Purpose Fund	410500 Financial Services	4895 8x8, INC.	FINC-TELEPHN SERV	63.60
1000 General All-Purpose Fund	411100 Legal Services	5139 CLINTON J FISCHER LAW	FACL-CITY ATTY CONTR	3,500.00
1000 General All-Purpose Fund	411100 Legal Services	4850 MORIGEAU LAW PLLC	FACL-CONRCT CITY ATT	2,400.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000877 JOHNCO STORAGE	FACL-STRGE UNITS 11/	150.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000080 LAKE COUNTY LEADER	FACL-PUB HEAR, BDGT	159.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	2888 MISSION VALLEY SECURITY	FACL-SEC CARDS, OSULL	174.25
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000044 REPUBLIC SERVICES #889	FACL-WASTE DISPOSAL	65.27
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	000080 LAKE COUNTY LEADER	FACL-52 WK SUBSCRIPT	39.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	001145 MISSOULA TEXTILE SERVICES	FACL-RUGS	74.63
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	001145 MISSOULA TEXTILE SERVICES	FACL-RUGS	74.63
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	5114 MUNICIPAL CODE	FACL-ANNUAL RENWL HO	1,500.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	4895 8x8, INC.	FACL-TELEPHN SERV	98.00
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	4895 8x8, INC.	EXEC-TELEPHN SERV	34.40
1000 General All-Purpose Fund	411200 Facilities (Shared Costs)	4924 PITNEY BOWES	FACL-POSTAGE FOR MET	503.50
1000 General All-Purpose Fund	420140 Crime Control and	5185 JUST BEA'S FLORAL & GIFTS	POLC-NATHAN WHITE FL	65.00
1000 General All-Purpose Fund	420140 Crime Control and	5018 TRANS UNION RISK AND	POLC-SERVICE 8/1-31/	50.00
1000 General All-Purpose Fund	420140 Crime Control and	2234 ACE HARDWARE/ TREMPER'S	POLC-PADLOCK	14.99
1000 General All-Purpose Fund	420140 Crime Control and	4743 WEX BANK	POLC-FUEL 08/01-31/1	2,829.06
1000 General All-Purpose Fund	420140 Crime Control and	4880 ACCESS MONTANA	POLC-INTERNET SERVIC	16.67
1000 General All-Purpose Fund	420140 Crime Control and	4880 ACCESS MONTANA	POLC-1003 1ST ST E S	19.31
1000 General All-Purpose Fund	420140 Crime Control and	4880 ACCESS MONTANA	POLC-AIRCARDS	62.94
1000 General All-Purpose Fund	420140 Crime Control and	3614 TOBY'S CARWASH LLC	POLC-VEH WASH 8/1-31	21.57
1000 General All-Purpose Fund	420140 Crime Control and	000044 REPUBLIC SERVICES #889	POLC-SHARED WASTE DI	35.58
1000 General All-Purpose Fund	420140 Crime Control and	2074 VERIZON WIRELESS	POLC-I PHONES	296.36
1000 General All-Purpose Fund	420140 Crime Control and	2074 VERIZON WIRELESS	POLC-DATA	-23.22
1000 General All-Purpose Fund	420140 Crime Control and	2074 VERIZON WIRELESS	POLC-BASIC PHONES	189.04
1000 General All-Purpose Fund	420140 Crime Control and	4895 8x8, INC.	POLC-TELEPHN SERV	304.32
1000 General All-Purpose Fund	420140 Crime Control and	3025 FIRST BANKCARD	POLC-PHONE CASES	38.87
1000 General All-Purpose Fund	420140 Crime Control and	3025 FIRST BANKCARD	POLC-TLO	50.00
1000 General All-Purpose Fund	420140 Crime Control and	3025 FIRST BANKCARD	POLC-SUPPLIES	24.16
1000 General All-Purpose Fund	420140 Crime Control and	3025 FIRST BANKCARD	POLC-CAMERA	427.96
1000 General All-Purpose Fund	420400 Fire Protection and	4743 WEX BANK	FIRE-FUEL 08/01-31/1	460.09
1000 General All-Purpose Fund	420400 Fire Protection and	4880 ACCESS MONTANA	FIRE-INTERNET SERVIC	16.67
1000 General All-Purpose Fund	420400 Fire Protection and	2888 MISSION VALLEY SECURITY	FIRE-FIRE EXTING MAI	20.80
1000 General All-Purpose Fund	420400 Fire Protection and	5186 DAILY DISPATCH	FIRE-AD FOR BIDS FOR	150.00
1000 General All-Purpose Fund	420400 Fire Protection and	4895 8x8, INC.	FIRE-TELPHN SERV	31.80
1000 General All-Purpose Fund	420400 Fire Protection and	4067 FIRE APPARATUS REPAIR LLC	FIRE-ANNUAL PUMP TES	700.00
1000 General All-Purpose Fund	420520 Code Enforcement	4743 WEX BANK	PLNG-M ELLERMANN FUE	155.76
1000 General All-Purpose Fund	420520 Code Enforcement	2074 VERIZON WIRELESS	PLNG-M ELLERMANN PHN	102.85
1000 General All-Purpose Fund	420520 Code Enforcement	2074 VERIZON WIRELESS	PLNG-M ELLERMANN MBB	40.01

For doc #s from 134476 to 134599

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
1000 General All-Purpose Fund	420520 Code Enforcement	4895 8x8, INC.	PLNG-M ELLERMANN TLP	28.80
1000 General All-Purpose Fund	420540 Land Use	000080 LAKE COUNTY LEADER	PLNG-HEARING DEV COD	70.02
1000 General All-Purpose Fund	420540 Land Use	4880 ACCESS MONTANA	PLNG-INTERNET SERVIC	16.67
1000 General All-Purpose Fund	420540 Land Use	4895 8x8, INC.	PLNG-TELEPHN SERV	31.80
1000 General All-Purpose Fund	420540 Land Use	4895 8x8, INC.	PLNG-BP TECH SHARED	19.89
1000 General All-Purpose Fund	430240 Road and Street	2234 ACE HARDWARE/ TREMPER'S	STRT-RD PNT PL HIVS	27.96
1000 General All-Purpose Fund	430240 Road and Street	2234 ACE HARDWARE/ TREMPER'S	STRT-RK PNT PL HIVS	20.97
1000 General All-Purpose Fund	430240 Road and Street	000185 SUPER 1 FOODS	STRT-DRINKING WATER	17.94
1000 General All-Purpose Fund	430240 Road and Street	4880 ACCESS MONTANA	STRT-1003 1ST ST E S	19.32
1000 General All-Purpose Fund	430240 Road and Street	000044 REPUBLIC SERVICES #889	STRT-SHARED WASTE DI	35.58
1000 General All-Purpose Fund	430240 Road and Street	2074 VERIZON WIRELESS	STRT-CELL PHONE SERV	158.66
1000 General All-Purpose Fund	430240 Road and Street	000759 DRAGGIN' WAGON TOWING,	STRT-TOW 5500 DODGE	500.00
1000 General All-Purpose Fund	430240 Road and Street	4895 8x8, INC.	STRT-TELEPHN SERV	31.80
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PRKS-10 MIN HAIR REM	9.99
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PRKS-2" BARREL BOLT	8.98
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PRKS-PVC	1.99
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PRKS-SHRINK HEAT TUB	17.98
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PRKS-ADAPTER, COUPLE	12.15
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PRKS-FOLDING SAW	22.99
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PRKS-GORILLA EPOXY	6.99
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PRKS-SCH NIPPLE	1.49
1000 General All-Purpose Fund	460430 Parks	2234 ACE HARDWARE/ TREMPER'S	PRKS-ASST MISC PRODU	34.96
1000 General All-Purpose Fund	460430 Parks	4743 WEX BANK	PRKS-FUEL 08/01-31/1	538.90
1000 General All-Purpose Fund	460430 Parks	4880 ACCESS MONTANA	PRKS-SATELITE SERVIC	19.31
1000 General All-Purpose Fund	460430 Parks	000044 REPUBLIC SERVICES #889	PRKS-WASTE DISPOSAL	440.84
1000 General All-Purpose Fund	460430 Parks	001145 MISSOULA TEXTILE SERVICES	PRKS-LAUNDRY	12.47
1000 General All-Purpose Fund	460430 Parks	001145 MISSOULA TEXTILE SERVICES	PRKS-LAUNDRY	12.47
1000 General All-Purpose Fund	460430 Parks	001145 MISSOULA TEXTILE SERVICES	PRKS-LAUNDRY	12.47
1000 General All-Purpose Fund	460430 Parks	001145 MISSOULA TEXTILE SERVICES	PRKS-LAUNDRY	13.34
1000 General All-Purpose Fund	460430 Parks	001145 MISSOULA TEXTILE SERVICES	PRKS-LAUNDRY	12.47
1000 General All-Purpose Fund	460430 Parks	2074 VERIZON WIRELESS	PRKS-CELL PHONE SERV	119.00
1000 General All-Purpose Fund	460430 Parks	4895 8x8, INC.	PRKS-TELEPHN SERV	63.60
1000 General All-Purpose Fund	460430 Parks	3025 FIRST BANKCARD	PARK-SUPPLIES	24.83
Total for Fund:				20,206.90
2020 Police Municipal Services	420140 Crime Control and	4849 JOHN DEERE FINANCIAL	POLC-K-9 FOOD SUPPLY	100.98
2020 Police Municipal Services	420140 Crime Control and	2074 VERIZON WIRELESS	POLC-MBB EMBEDDED	640.45
Total for Fund:				741.43
2394 Building Code Enforcement	420500 Protective Inspections	4743 WEX BANK	BLDG-FUEL 08/01-31/1	63.64
2394 Building Code Enforcement	420500 Protective Inspections	4880 ACCESS MONTANA	BLDG-INTERNET SERVIC	16.67
2394 Building Code Enforcement	420500 Protective Inspections	2074 VERIZON WIRELESS	BLDG-CELL PHONE SERV	52.86
2394 Building Code Enforcement	420500 Protective Inspections	4895 8x8, INC.	BLDG-TELEPHN SERV	31.80
2394 Building Code Enforcement	420500 Protective Inspections	4895 8x8, INC.	BLDG-BP TECH SHARED	19.90
Total for Fund:				184.87
2395 Tree Fund	480150 Tree Conservation	000011 MISSION VALLEY POWER	PRKS-SPRTS CMLPX, WS	27.81

For doc #s from 134476 to 134599

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
Total for Fund:				27.81
2710 Kids Safety/POLICE/FIRE	420144 Juvenile Programs	4965 MODERN MARKETING INC	POLC-PERNLZD PC, STA	750.18
Total for Fund:				750.18
2810 Police Training Fund	420140 Crime Control and	000317 MONTANA LEAGUE OF CITIES	POLC-WN EDUCATION	195.00
2810 Police Training Fund	420140 Crime Control and	000317 MONTANA LEAGUE OF CITIES	POLC-AB EDUCATION	195.00
2810 Police Training Fund	420140 Crime Control and	4079 PUBLIC AGENCY TRAINING	POLC-MG EDUCATION	325.00
2810 Police Training Fund	420140 Crime Control and	3025 FIRST BANKCARD	POLC-GS/JH TRAVEL	489.34
2810 Police Training Fund	420140 Crime Control and	3025 FIRST BANKCARD	POLC-GS/JH TRAVEL	10.25
2810 Police Training Fund	420140 Crime Control and	3025 FIRST BANKCARD	POLC-GS TRAVEL	30.00
2810 Police Training Fund	420140 Crime Control and	3025 FIRST BANKCARD	POLC-JH TRAVEL	30.00
Total for Fund:				1,274.59
2820 Gas Apportionment Tax	430240 Road and Street	4743 WEX BANK	STRT-FUEL 08/01-31/1	464.28
2820 Gas Apportionment Tax	430240 Road and Street	4875 THE SHERWIN WILLIAMS CO	STRT-YEL PAINT	1,289.50
Total for Fund:				1,753.78
5010 Golf Fund	460446 Golf Course -	4849 JOHN DEERE FINANCIAL	GLFM-TRAILER MAT	99.99
5010 Golf Fund	460446 Golf Course -	4849 JOHN DEERE FINANCIAL	GLFM-HARDWARE CLOTH	12.99
5010 Golf Fund	460446 Golf Course -	2234 ACE HARDWARE/ TREMPER'S	GLFM-NOZZLE GUN, FAS	20.24
5010 Golf Fund	460446 Golf Course -	2234 ACE HARDWARE/ TREMPER'S	GLFM-OCCPNY SWTCH R	-31.99
5010 Golf Fund	460446 Golf Course -	2234 ACE HARDWARE/ TREMPER'S	GLFM-CLOTH HDW	29.99
5010 Golf Fund	460446 Golf Course -	2234 ACE HARDWARE/ TREMPER'S	GLFM-DRAIN CAP, RED	6.48
5010 Golf Fund	460446 Golf Course -	2234 ACE HARDWARE/ TREMPER'S	GLFM-WASP, INSECT KIL	7.98
5010 Golf Fund	460446 Golf Course -	2234 ACE HARDWARE/ TREMPER'S	GLFM-AIR HOSE, CLAMP	7.37
5010 Golf Fund	460446 Golf Course -	2234 ACE HARDWARE/ TREMPER'S	GLFM-GORILLA TAPE	17.98
5010 Golf Fund	460446 Golf Course -	2234 ACE HARDWARE/ TREMPER'S	GLFM-FASTENERS	2.85
5010 Golf Fund	460446 Golf Course -	4743 WEX BANK	GLFM-FUEL 08/01-31/1	33.97
5010 Golf Fund	460446 Golf Course -	4880 ACCESS MONTANA	GLFM-SATELITE SERVIC	77.97
5010 Golf Fund	460446 Golf Course -	000044 REPUBLIC SERVICES #889	GLFM-WASTE DISPOSAL	93.30
5010 Golf Fund	460446 Golf Course -	4955 PACIFIC GOLF & TURF LLC	GLFM-JD ASST PARTS	130.94
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GLFM-LAUNDRY	6.73
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GLFM-LAUNDRY	14.22
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GLFM-LAUNDRY	6.73
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GLFM-LAUNDRY	14.22
5010 Golf Fund	460446 Golf Course -	001145 MISSOULA TEXTILE SERVICES	GLFM-LAUNDRY	6.73
5010 Golf Fund	460446 Golf Course -	2074 VERIZON WIRELESS	GLFM-SELL PHONE SERV	105.72
5010 Golf Fund	460446 Golf Course -	4895 8x8, INC.	GFLM-MAINT TELEPHN S	31.80
5010 Golf Fund	460447 Golf Course - Pro Shop	4990 ALPHAGRAPHICS	GLFP-STARTING NUMBER	16.41
5010 Golf Fund	460447 Golf Course - Pro Shop	4920 OFFICE DEPOT, INC	GLFP-PAPER ROLL	65.67
5010 Golf Fund	460447 Golf Course - Pro Shop	4664 CHARTER COMMUNICATIONS	GLFP-BUSINESS TV, IN	88.84
5010 Golf Fund	460447 Golf Course - Pro Shop	000644 CITY OF POLSON WATER	GLFM-GOLF COURSE RES	50.47
5010 Golf Fund	460447 Golf Course - Pro Shop	000644 CITY OF POLSON WATER	GLFM-GOLF COURSE RES	73.57
5010 Golf Fund	460447 Golf Course - Pro Shop	000644 CITY OF POLSON WATER	GLFM-GOLF COURSE RES	55.09
5010 Golf Fund	460447 Golf Course - Pro Shop	000644 CITY OF POLSON WATER	GLFM-MAINT SHOP/OLDE	118.95
5010 Golf Fund	460447 Golf Course - Pro Shop	000644 CITY OF POLSON WATER	GLFP-PRO SHOP UTILIT	153.37
5010 Golf Fund	460447 Golf Course - Pro Shop	000076 LINK'S MANAGEMENT, INC.	GLFP-PRO CONTRCT SER	11,070.92

For doc #s from 134476 to 134599

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5010 Golf Fund	460447 Golf Course - Pro Shop	000076 LINK'S MANAGEMENT, INC.	GLFP-AMENDMNT TO CON	833.33
5010 Golf Fund	460447 Golf Course - Pro Shop	1925 KELLEY IMAGING SYSTEMS	GLFP-LEXMARK	124.00
5010 Golf Fund	460447 Golf Course - Pro Shop	000316 WALLACES GOLF SHOP	GLFP-AUGUST WEBSITE	25.00
5010 Golf Fund	460447 Golf Course - Pro Shop	000044 REPUBLIC SERVICES #889	GLFP-SHARED WASTE DI	139.64
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GLFP-LAUNDRY	4.00
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GLFP-LAUNDRY	37.45
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GLFP-LAUNDRY	22.47
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GLFP-LAUNDRY	4.00
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GLFP-LAUNDRY	15.46
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GLFP-LAUNDRY	6.24
5010 Golf Fund	460447 Golf Course - Pro Shop	001145 MISSOULA TEXTILE SERVICES	GLFP-LAUNDRY	5.02
5010 Golf Fund	460447 Golf Course - Pro Shop	3025 FIRST BANKCARD	GLFP-CONSTANT CONTAC	45.00
5010 Golf Fund	460447 Golf Course - Pro Shop	3025 FIRST BANKCARD	GLFP-DOOR HINGES	72.55
5010 Golf Fund	460447 Golf Course - Pro Shop	000316 WALLACES GOLF SHOP	GLFP-SCOREBOARD MATE	264.33
5010 Golf Fund	460448 Golf Course - Carts	1864 CHS/MOUNTAIN WEST	GLFP-FUEL	694.74
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GLFR-FOOD SUPPLY	667.52
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GLFR-ASST FOOD SUPPL	19.94
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GLFR-ASST FOOD SUPPL	14.97
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GLFR-ASST FOOD SUPPL	11.13
5010 Golf Fund	460450 Golf Course Restaurant	000185 SUPER 1 FOODS	GLFR-ASST FOOD SUPPL	5.34
5010 Golf Fund	460450 Golf Course Restaurant	3447 SUMMIT BEVERAGE	GLFR-ASST BEERS	410.50
5010 Golf Fund	460450 Golf Course Restaurant	3447 SUMMIT BEVERAGE	GLFR-EMPTY KEGS RETU	-90.00
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GLFR-FOOD SUPPLY	43.11
5010 Golf Fund	460450 Golf Course Restaurant	3233 FOOD SERVICES OF AMERICA	GLFR-KITCHEN SUPPLY	249.36
5010 Golf Fund	460450 Golf Course Restaurant	3427 ZIP BEVERAGE	GLFR-ASST BEERS	94.52
5010 Golf Fund	460460 G. C. Restaurant O & M	000644 CITY OF POLSON WATER	GLFR-RESTAURANT UTIL	153.37
5010 Golf Fund	460460 G. C. Restaurant O & M	000044 REPUBLIC SERVICES #889	GLFR-SHARED WASTE DI	139.63
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GLFR-LAUNDRY	43.38
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GLFR-LAUNDRY	30.32
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GLFR-LAUNDRY	39.86
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GLFR-LAUNDRY	22.25
5010 Golf Fund	460460 G. C. Restaurant O & M	001145 MISSOULA TEXTILE SERVICES	GLFR-LAUNDRY	45.95
5010 Golf Fund	460460 G. C. Restaurant O & M	2074 VERIZON WIRELESS	GLFR-CONCESSION STND	43.44
5010 Golf Fund	460460 G. C. Restaurant O & M	4895 8x8, INC.	GLFR-TELEPHN SERV	31.13
Total for Fund:				16,658.45
5210 Water Fund	430500 Water Utilities	4880 ACCESS MONTANA	WATR-INTERNET SERVIC	16.67
5210 Water Fund	430500 Water Utilities	4880 ACCESS MONTANA	WATR-SATELITE SERVIC	38.97
5210 Water Fund	430500 Water Utilities	000759 DRAGGIN' WAGON TOWING,	WATR-WINCH OUT F250	175.00
5210 Water Fund	430500 Water Utilities	4895 8x8, INC.	WATR-TELPHN SERV	51.70
5210 Water Fund	430540 Purification and	000101 MONTANA ENVIRONMENTAL	WATR-102s PHASE II&V	456.00
5210 Water Fund	430540 Purification and	000101 MONTANA ENVIRONMENTAL	WATR-SOCs, VOCs	3,140.00
5210 Water Fund	430540 Purification and	000101 MONTANA ENVIRONMENTAL	WATR-TTHMs, HAA5s	300.00
5210 Water Fund	430540 Purification and	000101 MONTANA ENVIRONMENTAL	WATR-COLIFORM	114.00
5210 Water Fund	430550 Transmission and	5064 CORE & MAIN LP	WATR-R&W F/P BALL VA	100.44
5210 Water Fund	430550 Transmission and	5064 CORE & MAIN LP	WATR-1/4" CLA VAL	1,645.82
5210 Water Fund	430550 Transmission and	5064 CORE & MAIN LP	WATR-PIPE LUBE QUART	22.36
5210 Water Fund	430550 Transmission and	001292 BIG JOHN BACKHOE CO.	WATR-EXCAVATE WTR LE	722.50
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-FLAP WHL, FLP DI	24.97
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-ASST PRODUCT	34.96
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-GRASS SEED	12.99

For doc #s from 134476 to 134599

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-ASST MISC PRODU	25.67
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-ASST MISC PRODU	45.43
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-ASST MISC PRODU	38.54
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-AA ALKALINE BAT	17.99
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-BRUSHES	13.98
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-TAPER CARD FILE	7.99
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-WIRE CABLE, CON	28.27
5210 Water Fund	430550 Transmission and	2234 ACE HARDWARE/ TREMPER'S	WATR-STREET ELBOW	17.99
5210 Water Fund	430550 Transmission and	4743 WEX BANK	WATR-FUEL 08/01-31/1	534.19
5210 Water Fund	430550 Transmission and	4507 MT WATERWORKS, LLC	WATR-CUT IN, COUPLIN	838.52
5210 Water Fund	430550 Transmission and	000044 REPUBLIC SERVICES #889	WATR-SHARED WASTE DI	54.84
5210 Water Fund	430550 Transmission and	2074 VERIZON WIRELESS	WATR-CELL PHONE SERV	185.01
5210 Water Fund	430550 Transmission and	2074 VERIZON WIRELESS	WATR-METER READER LA	40.01
5210 Water Fund	430550 Transmission and	4793 AUTOZONE, INC	WATR-BALL/U JOINT	70.00
5210 Water Fund	430550 Transmission and	4793 AUTOZONE, INC	WATR-BALL/U JOINT RE	-70.00
5210 Water Fund	430550 Transmission and	4793 AUTOZONE, INC	WATR-6PC PLASTIC DIS	10.00
5210 Water Fund	430550 Transmission and	5161 BURK'S TRUCK & EQUIPMENT	WATR-BACKHOE REPAIR	746.35
5210 Water Fund	430550 Transmission and	4355 TITAN MACHINERY INC	WATR-VACTOR TRUCK PA	4,780.01
5210 Water Fund	430570 Customer Accounting and	000005 POSTMASTER	WATR-BILLING RESERVE	300.00
5210 Water Fund	430570 Customer Accounting and	5064 CORE & MAIN LP	WATR-1" METER STOCK	2,436.90
Total for Fund:				16,978.07
5310 Sewer Fund	430600 Sewer Utilities	4880 ACCESS MONTANA	SEWR-INTERNET SERVIC	16.64
5310 Sewer Fund	430600 Sewer Utilities	4880 ACCESS MONTANA	SEWR-SATELITE SERVIC	38.97
5310 Sewer Fund	430600 Sewer Utilities	2074 VERIZON WIRELESS	SEWR-CELL PHONE SERV	185.01
5310 Sewer Fund	430600 Sewer Utilities	4895 8x8, INC.	SEWR-TELPHN SERV	51.69
5310 Sewer Fund	430630 Collection and	000011 MISSION VALLEY POWER	SEWR-WEST SHORE	142.43
5310 Sewer Fund	430630 Collection and	2234 ACE HARDWARE/ TREMPER'S	SEWR-CLORX CLEAN UP	3.99
5310 Sewer Fund	430630 Collection and	2234 ACE HARDWARE/ TREMPER'S	SEWR-DOG TIE OUT CAB	11.99
5310 Sewer Fund	430630 Collection and	2234 ACE HARDWARE/ TREMPER'S	SEWR-COUPLE SCH80 PV	3.29
5310 Sewer Fund	430630 Collection and	2234 ACE HARDWARE/ TREMPER'S	SEWR-GOGGLES	4.99
5310 Sewer Fund	430630 Collection and	2234 ACE HARDWARE/ TREMPER'S	SEWR-ASST TUBE, ELBO	31.17
5310 Sewer Fund	430630 Collection and	2234 ACE HARDWARE/ TREMPER'S	SEWR-ASST MISC PRODU	42.97
5310 Sewer Fund	430630 Collection and	2234 ACE HARDWARE/ TREMPER'S	SEWR-S&D PIPE, PVC	8.48
5310 Sewer Fund	430630 Collection and	4743 WEX BANK	SEWR-FUEL 08/01-31/1	630.39
5310 Sewer Fund	430630 Collection and	000101 MONTANA ENVIRONMENTAL	SEWR-ALK, AMMON, BOD, T	211.00
5310 Sewer Fund	430630 Collection and	000101 MONTANA ENVIRONMENTAL	SEWR-AMM, BOD, TSS, O&G	224.00
5310 Sewer Fund	430630 Collection and	000101 MONTANA ENVIRONMENTAL	SEWR-AMM, BOD, ECOI, T	229.00
5310 Sewer Fund	430630 Collection and	000101 MONTANA ENVIRONMENTAL	SEWR-AMM, BOD, TSS	149.00
5310 Sewer Fund	430630 Collection and	4793 AUTOZONE, INC	SEWR-BALL/U JOINT	70.00
5310 Sewer Fund	430630 Collection and	4793 AUTOZONE, INC	SEWR-BALL/U JOINT RE	-70.00
5310 Sewer Fund	430630 Collection and	4793 AUTOZONE, INC	SEWR-6PC PLASTIC DIS	9.99
5310 Sewer Fund	430630 Collection and	5161 BURK'S TRUCK & EQUIPMENT	SEWR-BACKHOE REPAIR	746.35
5310 Sewer Fund	430630 Collection and	4355 TITAN MACHINERY INC	SEWR-VACTOR TRUCK PA	4,780.01
5310 Sewer Fund	430640 Treatment and Disposal	000044 REPUBLIC SERVICES #889	SEWR-SHARED WASTE DI	54.83
5310 Sewer Fund	430640 Treatment and Disposal	5166 TIME WARNER CABLE	SEWR-WWRF INTERNET/P	204.96
5310 Sewer Fund	430670 Customer Accounting and	000005 POSTMASTER	SEWR-BILLING RESERVE	300.00
5310 Sewer Fund	430670 Customer Accounting and	5064 CORE & MAIN LP	SEWR-1" METER STOCK	2,436.90
Total for Fund:				10,518.05

Total: 69,094.13

Fund/Account	Amount
1000 General All-Purpose Fund	
101000	\$20,206.90
2020 Police Municipal Services Levy	
101000	\$741.43
2394 Building Code Enforcement	
101000	\$184.87
2395 Tree Fund	
101000	\$27.81
2710 Kids Safety/POLICE/FIRE	
101000	\$750.18
2810 Police Training Fund	
101000	\$1,274.59
2820 Gas Apportionment Tax Fund	
101000	\$1,753.78
5010 Golf Fund	
101000	\$16,658.45
5210 Water Fund	
101000	\$16,978.07
5310 Sewer Fund	
101000	\$10,518.05
Total:	\$69,094.13

**CITY OF POLSON
COMMISSION MEETING MINUTES**

5c

Commission Chambers

September 5, 2019

7:00 p.m.

ATTENDANCE: Mayor Briney, Commissioners, Martin, Moll, Turner, Interim City Manager Wade Nash and City Clerk Cora Pritt

ABSENT: Commissioners Donovan, Howlett, and Marchello

OTHERS PRESENT (who voluntarily signed in): Dyan Fiorentino, Mark Fiorentino, Lita Fonda, Ken Koopman, Sherry Koopman, Bonnie Manicke, Lee Manicke, and Janet Munn

CALL TO ORDER: (00:02) Mayor Briney called the meeting to order. The Pledge of Allegiance was recited. Roll call was taken.

APPROVAL OF PROPOSED AGENDA (00:44) –**Commissioner Turner motion to approve the proposed agenda. Commissioner Martin second.** Commission discussion: none Public comment none. **VOTE: Unanimous Motion carried**

PUBLIC COMMENT ON SIGNIFICANT MATTERS TO THE PUBLIC NOT ON THE AGENDA (01:20) – Mark Fiorentino, North Star Security, commented that he wanted to introduce himself and his wife Dyan to the Commission. They are new to town and will be operating a private security company in the area. A gentleman who lives on Shasta Lane asked if there was going to be any mitigation for 11th Ave. East. The developer spent 3 years running heavy equipment up and down 11th. Commissioner Turner commented that there may be a deal with between the County and the City to fix 11th. It is a County road. Interim City Manager Nash commented that following the last meeting, he spoke with Lake County Commissioner Bill Barron about the road. It is a County road. There will be a meeting next Tuesday to determine what will be done about the street.

CONSENT AGENDA (06:14) - a. Additional June 2019 claims, b. August 19-30, 2019 claims c. City Commission Electronic Workshop Minutes August 15, 2019, d. City Commission Written Summary Workshop Minutes August 15, 2019, e. City Commission Electronic Public Hearing Minutes August 19, 2019, f. City Commission Written Summary Public Hearing Minutes August 19, 2019, g. City Commission Electronic Meeting Minutes August 19, 2019, h. City Commission Written Summary Meeting Minutes August 19, 2019, i. City Commission Electronic Public Hearing Minutes August 26, 2019, j. City Commission Written Summary Public Hearing Minutes August 26, 2019
Commissioner Moll motion to approve the Consent Agenda. Commissioner Turner second. Commission discussion: none Public comment: none **VOTE: Unanimous Motion carried**

INTERIM CITY MANAGER COMMENTS (07:25)-Interim City Manager Nash commented that there will be a Public Hearing on October 7, 2019 at 6:30 p.m. It is regarding a zoning variance. The City Manager job description has been posted. It will be posted for 5 working days. Interim City Manager Nash read a legal opinion he received from City Attorney Clint Fischer regarding JB Drive. There are still questions to be answered. One of the solutions would be to create a Special Improvement District (SID) for the homeowners who own property on JB Drive. The SID would be for a standard base and a 4” overlay. The grade of the road and the stormwater are the big concerns. Interim City Manager Nash reads another legal opinion; whether Commissioner Turner should have voted at the last meeting regarding the Polson Development Code change. There will be an Executive Session at the September 16th meeting. It is to discuss litigation. The Mayor and all of the Commission need to be in attendance. The Boys & Girls Club groundbreaking will be Tuesday, September 10, 2019 at 4:30 p.m.

SECOND READING OF CITY OF POLSON ORDINANCE NUMBER 2019-TBD TO AMEND THE SUBDIVISION REGULATIONS OF THE CITY OF POLSON DEVELOPMENT CODE

(16:03)-City Planner Kyle Roberts presented this agenda item. This was presented at the previous meeting and passed unanimously. Since this is an Ordinance it requires a second reading.

Commissioner Moll motion to approve the second reading of City of Polson Ordinance No. 2019-TBD to amend the Subdivision Regulations of the City of Polson Development Code.

Commissioner Martin second. Commission discussion: none Public comment: Lita Fonda-Ward I commented that it is ironic how one item that was presented passed and the other item failed because it was too soon after the Polson Development Code had been updated. **VOTE: Unanimous Motion carried**

RESOLUTION TO ADOPT A BUDGET FOR THE CITY OF POLSON FOR THE FISCAL YEAR 2020 (18:06)

-City Finance Officer Cindy Dooley presented this agenda item. The City has reached a point that it can pass the Budget. At the Public Hearing on August 26th there were no changes suggested. Since that date, there have been a few corrections; the City Janitor was added for an amount of \$4,892.00 increase, and the Stutzman project amount will be \$53,200.00. Commissioner Turner asked about using Tax Increment Funding monies for the project. It would be a benefit to the public. Finance Officer Dooley explained that this project was chosen a year ago to be a project that would use the new Gas Tax monies. That can't be changed now. Interim City Manager Nash commented that the Stutzman project target finish date is November 6th. The project is only supposed to take 4-5 days. During that time the road will be closed. Finance Officer Dooley stated that the City will mill 175.98. Remember that the budget is passed at the fund level. The funds may be moved around within the fund by the City Manager and/or the Finance Officer. There were a few changes to the Budget Message. Commissioner Martin asked if the Commission would receive a hard copy of the budget once it is completed. Finance Officer Dooley commented yes, the Commission will receive a copy. Commissioner Moll commented that the personnel wages needs to be looked at especially the Water/Sewer employees. **Commissioner Turner motion to approve Resolution 2019-TBD adopting a budget for the City of Polson for the Fiscal Year 2020. Commissioner Moll second.** Commission discussion: none Public Comment: Bonnie Manicke-Ward II commented the following. Polson City Treasurer, retired. The comment refers to the August 26, 2019 FY '20 Preliminary budget public hearing to clarify Fund #3500 Special Assessment Debt Revolving Fund balance for Commissioner Martin and Commission. SID \$24 bond issue was in default January, 1988 with outstanding bonds \$560,000. A city wide mill levy for fund #3500 was levied for five years to service debt on SID #24. The 78 lots were marketed by the city with no fees during a seven year period. The SID bond issue was paid in full 1997. The funds in the revolving fund were established by a city wide mill levy with the funds belonging to ALL taxpayers NOT a specified district. Investment interest earnings over the years added significant revenue to the fund. A sample review of investment interest earning 2004-2008 totaled \$27,056.00. During the era, several cities challenged SID bond default. Missoula had 3 districts and Columbia Falls defaulted on two bond issues. In 1988, Mayor DeVries commented it is not a pretty picture. I am very grateful for the teamwork of the council and staff at the time to met the challenge to maintain the city's bond rating. Lake County was also very cooperative to charge off the real property taxes due at the time of deed recording. And not to forget the property taxpayer for the unselfish support of the added tax levy. Lee Manicke-Ward II commented that the Stutzman project should all be taken out of the Tax Increment Funding. There is \$860,000.00 in that fund. Mr. Manicke asked Commissioner Moll to bring the subject up at the next Polson Redevelopment Agency meeting. **VOTE: Unanimous Motion carried**

RESOLUTION 2019-TBD TO LEVY AND ASSESS SPECIAL IMPROVEMENT DISTRICTS AND SPECIAL MAINTENANCE DISTRICTS FOR FISCAL YEAR 2020 (38:36)

-City Finance Officer Cindy Dooley presented this agenda item. This Resolution is in conjunction with the Budget. The assessments for this year are SID #42-Street Scape, Light District #19, and Light District #20. There is a negative balance in Light District #19, so the City General Fund will advance that fund \$2,500.00 to cover the short fall. Mission Valley Power will be taking on the project of installing LED lights in the district. This should have a substantial savings. Commissioner Turner suggested speaking with Gerad Bell at Platt Electric. He assisted in filling out the forms for Brothers Construction and he submitted the

forms. **Commissioner Turner motion to approve Resolution 2019-TBD, to levy and assess Special Improvement Districts to defray the cost of making and acquiring improvements therein and levy and asses certain Street Light Maintenance Districts and delinquent utility accounts for Fiscal Year 2020. Commissioner Moll second.** Commission discussion: none Public Comment: none **VOTE Unanimous Motion carried**

RESOLUTION 2019-TBD OF INTENTION TO CANCEL THE NOVEMBER 2019 GENERAL ELECTION OF CERTAIN MUNICIPAL OFFICERS (45:28)-Interim City Manager Nash presented this agenda item. The City waited until after the deadline of Write In's for the General Election. Wards I & II are uncontested so those may be cancelled and we will proceed with Ward III on the ballot. **Commissioner Martin motion to approve Resolution 2019-TBD, of Intention to Cancel the November 2019 General Election of Certain Municipal Officers. Commissioner Moll second.** Commission discussion: none Public comment: none **VOTE: Unanimous Motion carried**

Prior to adjourning Mayor Briney asked the Commission if Action Minutes are agreeable. The Commission stated yes Action Minutes are agreeable.

Adjourn (47:02) - Commissioner Turner motion to adjourn. Commissioner Martin second. VOTE: Unanimous Motion carried.

ADJOURN: 7:47 p.m.

Mayor Paul Briney

ATTEST: _____
Cora E. Pritt, City Clerk

CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Consent Agenda Item No.: 5e Resolution No. ____ -- A Resolution to Annex Lot 1 of COS 7334
Meeting Date: September 16, 2019
Staff Contact: Kyle Roberts, City Planner
Phone and Email: 406-883-8213 | cityplanner@cityofpolson.com

AGENDA ITEM SUMMARY: This Consent Agenda Item requests the City Commission make a motion to approve Resolution No. ____ that would annex Lot 1 of Certificate of Survey 7334.

BACKGROUND: The subject property is adjacent to city limits and is located on the south side of 11th Avenue West, between 3rd and 4th Street West. The property is zoned MRZD (Medium Density Residential) and is 145,055 square feet (3.33 acres) in size. The property is currently an undeveloped cattle pasture and does not have City water and sewer service.

ANALYSIS: On August 8th, property owner, Lisa Wall-Wilbert, submitted a petition for annexation application. As part of the annexation process, City water and sewer services must be provided to the property. As such, Ms. Wall-Wilbert submitted an agreement for annexation and city water and sewer service that will enable the property to connect to existing water and sewer mains. As stated in the Resolution attached, the property will remain MRZD given the nature of area.

STAFF RECOMMENDATION: Staff recommends approval of Resolution No. ____ that would annex Lot 1 of Certificate of Survey 7334.

SUGGESTED MOTION: *I MAKE A MOTION TO APPROVE RESOLUTION NO. ____ THAT WOULD ANNEX LOT 1 OF CERTIFICATE OF SURVEY 7334.*

ATTACHMENTS:

- i) Resolution No. ____
- ii) Petition for Annexation to the City of Polson
- iii) Agreement for Annexation and City Water Service
- iv) Agreement for Annexation and City Sewer Service
- v) Waiver of Protest to Special Improvement District

Return to:

City Clerk
City of Polson
106 First Street East
Polson, MT 59860

**CITY OF POLSON
RESOLUTION NUMBER _____**

A RESOLUTION EXTENDING THE CORPORATE LIMITS OF THE CITY OF POLSON, MONTANA, TO ANNEX WITHIN THE BOUNDARIES OF THE CITY, WITH CONDITIONS, CERTAIN TRACTS AND PARCELS OF LAND DESCRIBED HEREINAFTER.

LEGAL DESCRIPTION: Those certain tracts of real property known as:

A portion of Tract 2, COS No. 5541, located in a portion of the SE ¼ NW ¼, Section 9, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, further shown and described as being Lot 1 on Certificate of Survey No. 7334-FT

As shown on Exhibit A attached hereto and made a part hereof.

WHEREAS, Lisa Wall-Wilbert, as the owner of the above described parcel, has filed a petition with the City Clerk requesting annexation of such properties into the corporate boundaries of the City of Polson; the Polson City Commission has considered this petition for annexation pursuant to the statutory annexation by petition method set forth in Title 7 Chapter 2 Part 46 Section 4601 (3)(a)(ii) Montana Code Annotated (MCA), and

WHEREAS, the herein described property is proposed for eventual development as a pre-school and will require sewer and water services for its facility; that the petitioners understand that they will be responsible for costs associated with such interior and exterior infrastructure that may be necessary to support such future development; and

WHEREAS, all development of these properties is subject to the rules, regulation and requirements of the City, including the provision of Services Plan of the City of Polson; and

WHEREAS, it was determined that the City is able to provide services for fire and police to the property; **FURTHER** that said services will commence upon the effective date of the annexation: and

WHEREAS, the parcel described herein is currently zoned County MRZD and should continue the same as MRZD which is appropriate and compatible with the use proposed; **FURTHER**, this parcel is situated adjacent to City Commission Voting Ward No. 3, and it is the intention of the Commission to add this parcel to said Ward;

WHEREAS, the petitioners have executed waivers of protest, for themselves, their heirs and assigns, to the imposition of special improvement districts for water, sewer, and streets for a term not to exceed 20 years, if the same becomes necessary;

WHEREAS, the petition for annexation was duly heard by the City Commission upon notice on the _____; the Commission, having fully heard the testimony and reviewed the materials submitted by the City Planning staff in support of such Petition, finds that the annexation of these properties is deemed to be in the best interest of the City of Polson, the inhabitants thereof and for the future use of the land described herein. **FURTHER**, such property is within the urban growth boundary that the boundaries of the City of Polson and the extension of such boundary is within the scope of the Polson Growth Policy;

NOW, THEREFORE, BE IT RESOLVED, that the corporate limits of the City of Polson be and are extended to incorporate and annex the tract of land herein described; and

BE IT FURTHER RESOLVED, that Commission finds that the property meets the criteria of the Services Plan of the City of Polson, the extension of City services, and the Polson Growth Policy;

BE IT FURTHER RESOLVED, that the property is hereby zoned MRZD;

FURTHER the parcel is assigned to City Commission Voting Ward No. 3; and

BE IT FURTHER RESOLVED that the minutes of City Commission of the City of Polson, Montana, incorporate this resolution; and

BE IT FURTHER RESOLVED that if the city annexation of any lot(s), parcel(s), block(s) or tract(s) of land annexed into the city pursuant to this city annexation resolution or any provision of this resolution is ever held to be invalid or unconstitutional, the City Commission hereby declares that any such decision shall not affect the validity of the annexation of the remaining lot(s), parcel(s), block(s) or tract(s) of land annexed into the city or the remaining provisions of this resolution. The City Commission hereby declares that it would have passed this resolution and annexed each lot(s), parcel(s), block(s) or tracts(s) of land into the city as well as each provision of this resolution irrespective of the fact that the annexation of any one or more lot(s), parcel(s), block(s) or tract(s) of land annexed into the city or provision of this resolution may have been declared invalid

or unconstitutional, and if for any reason the annexation of any lot(s), parcel(s), block(s), tract(s) of land or any provision of this resolution should be declared invalid or unconstitutional, then the annexation of the remaining lot(s), parcel(s), block(s) or tracts(s) of land and resolution provisions are intended to be and shall be in full force and effect as enacted by the City Commission; and

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to file this resolution with the Clerk and Recorder of Lake County. This annexation shall become effective from and after the date of the filing of said document with the Lake County Clerk and Recorder.

PASSED AND ADOPTED this ____ day of _____, 2019.

CITY OF POLSON

Paul Briney, Mayor

Attest:

Wade Nash, Interim City Manager

Cora E. Pritt, City Clerk

STATE OF MONTANA)
 :SS.
County of Lake)

On this ____ day of _____, 2019, before me the undersigned Notary Public for the State of Montana, personally appeared **Paul Briney**, known to me to be the Mayor of the City of Polson and known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

Notary Public for the State of Montana

Printed Name of Notary
Residing at Polson, Montana
My commission expires: ___/___/20___



106 1st Street E., Polson, MT 59860
 406-883-8200 Fax 406-883-8238
 www.cityofpolson.com



PAID
 AUG 08 2019
 to the
 City of Polson

PETITION FOR ANNEXATION

NAME OF APPLICANT: Lisa Wall-Wilbert
 MAIL ADDRESS: 111 11th Ave W
 CITY/STATE/ZIP: Polson MT 59860 PHONE: 406-250-6485
 INTEREST IN PROPERTY: 100%

Other Parties of Interest to be Notified:

PARTIES OF INTEREST: _____
 MAIL ADDRESS: _____
 CITY/STATE/ZIP: _____ PHONE: _____
 INTEREST IN PROPERTY: _____

PLEASE COMPLETE THE FOLLOWING:

Address of the property: Lot 1 of Cas 7334
 Legal Description: same
 (Lot and Block of Subdivision; Tract #)

(Section, Township, Range) (Attach metes and bounds as Exhibit A)

Land in project (ac): 3
 Current estimated market value \$150,000 at 50% build out \$1,000,000
 at 100% build out \$2,000,000.

Is there a Rural Fire Department RSID or Bond on this property Yes ? No _____

If yes remaining balance is \$ _____

The present zoning of the above property is: MR2D

The proposed zoning of the above property is: MR2D

The signing of this application signifies that the foregoing information is true and accurate based upon the best information available and further grants approval for Polson Planning staff to be present on the property for routine inspection during the annexation process.

Lisa Wall-Wilbert
 (Applicant)

8/8/19
 (Date)

**NOTICE OF WITHDRAWAL FROM POLSON RURAL FIRE DISTRICT,
AND PETITION FOR ANNEXATION**

To: Polson Rural Fire District, City Manager and City Commission of Polson

WITNESSETH:

1. Petitioner(s) Lisa Wall-Wilbert are owners of the following described tract of land located outside the exterior boundaries of the city of Polson: (describe or attach copy of deed showing legal description)
attached Exhibit A.
(A complete and accurate legal description is mandatory for consideration of the petition; tax statements or certificate of survey is insufficient.)
2. Petitioner(s) have mailed or otherwise caused to be delivered a copy of this Notice and Petition to the Polson Rural Fire District in compliance with Section 7-33-2127, M.C.A., advising the District of Petitioner's intent to annex the above-described real property, such notice and annexation to cause the within real property to be detracted from the District.
3. Your Petitioner(s) enter this Petition pursuant to the provisions of Section 7-2-4601, M.C.A., and by their signatures hereupon certify that:

W Petitioner(s) are more than 50% of the resident electors owning real property in the area to be annexed; or,

W Petitioner(s) are the owner or owners of 50% of the real property in the area to be annexed, and

W that any bonded indebtedness encumbering the property in favor of the Polson Rural Fire District has been paid in full, and the receipt therefor is attached hereto.

WHEREFORE Petitioner(s) pray that the governing body of the city of Polson adopt such resolution as is necessary to provide that the subject real property be annexed and embraced within the corporate limits of the City of Polson.

DATED THIS 30th day of July, 2019.

Lisa Wall-Wilbert
(Property Owner/Petitioner)

(Property Owner/Petitioner)

ATTEST: Cora E. Pitt
City Clerk

Voting Ward 3 Zoning MRZD
(Subject to later zoning ordinance revisions.)

STATE OF MONTANA)

: ss.

County of Lake)

On this 30 day of July, 2019, before me a Notary Public for the State of Montana, personally appeared Lisa Wall-Wilbert and Cora Pratt, known to me to be the persons whose names are subscribed within instrument and acknowledged to me that they executed the same.

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

Bea Agreth
Notary Public for the State of Montana
Residing at
My commission expires:

REVIEWED BY CITY OFFICIALS: [Signature]
(Water/Sewer Superintendent)

[Signature]
(Planning Official)

[Signature]
(Finance Official)

[Signature]
(City Manager)

Approved as to form.
Office of the City Attorney

TO BE PRESENTED TO CITY COMMISSION BY: _____

**AGREEMENT FOR ANNEXATION AND
CITY WATER SERVICE**

THIS AGREEMENT is entered into as of 8 day of August, 2019, by and between the City of Polson, a municipal corporation ("CITY") and Lisa Wall-Wilbert ("OWNER"), whose mailing address is 111 11th Ave W Polson MT 59860 with respect to the following facts:

A. OWNER is the sole owner of the real property that is legally described below, and which shall hereafter be referred to as OWNER'S REAL PROPERTY:

LEGAL DESCRIPTION

B. OWNER'S REAL PROPERTY is located outside of the current corporate limits of the CITY.

C. OWNER desires to obtain municipal water service from the CITY to serve OWNER'S REAL PROPERTY.

D. The parties desire to enter into an Agreement pursuant to Section 7-13-4312, MCA, pursuant to which the CITY will provide municipal water service in return for OWNER'S agreement that OWNER'S REAL PROPERTY may be annexed to the corporate limits of the CITY.

WHEREFORE, the parties agree as follows:

(1) **Furnishing of Water Services:** The CITY hereby agrees to furnish municipal water service to OWNER'S REAL PROPERTY. Unless otherwise agreed in writing between the parties, OWNER shall be solely responsible for all costs involved in extending water service to OWNER'S REAL PROPERTY and connecting OWNER'S REAL PROPERTY to the municipal water system. Nothing in this Agreement shall obligate the CITY to pay the costs for right-of-way acquisition, engineering, construction and other related costs involved in extending or connecting water service to OWNER'S REAL PROPERTY.

(2) **Water Connections:** Upon approval by the CITY Public Works Department of the design and construction of all water lines, valves, and other facilities necessary to serve OWNER'S REAL PROPERTY, and acceptance of all of such water facilities by the CITY, OWNER will be given permission to connect no more than 1 connections to the CITY'S municipal water system. *Size ?*

(3) **Rates, Rules and Policies:** OWNER agrees to pay to the CITY such charges, rates, and fees, including but not limited to connection fees and plant investment

fees, as are established by the CITY in accordance with Montana Law. In addition, OWNER shall comply with and be subject to all of the CITY'S rules, regulations and policies, as amended from time to time, with respect to the operation of the CITY'S water system.

(4) **Consent to Annexation**: OWNER acknowledges and agrees that the CITY is willing to provide municipal water service only if OWNER provides all of the promises and representations contained in this Paragraph (4). Pursuant to Section 7-13-4314, MCA, which states that any person, firm, or corporation outside of the incorporated CITY limits may be required by the CITY, as a condition to initiate such service, to consent to annexation of the tract served by the CITY, and in consideration for the CITY'S agreement to provide municipal water service, OWNER agrees to consent to annexation under the following conditions and in the following manner:

- (a) OWNER hereby irrevocably consents to the annexation of OWNER'S REAL PROPERTY, and OWNER irrevocably waives any right of protest to any annexation proceedings initiated by the CITY. OWNER agrees that the CITY may initiate annexation of OWNER'S REAL PROPERTY, relying upon this consent and waiver of protest, at any time in the future, without limitation. OWNER acknowledges that, but for this waiver, OWNER would have a right to protest the annexation of OWNER'S REAL PROPERTY.
- (b) OWNER hereby petitions to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to Section 7-2-4601, et. seq., MCA, or any successor statute. OWNER agrees that the CITY may act on this petition at any time in the future, without limitation. OWNER furthermore expressly waives the provisions of Section 7-2-4608, MCA, which provides, in effect, that no property used for agricultural, mining, smelting, refining, transportation, or any industrial or manufacturing purposes or for any purpose incident thereto shall be annexed pursuant to the provisions of Section 7-2-4601, et. seq., MCA.
- (c) OWNER acknowledges and agrees that OWNER has had an opportunity to inspect the contents of the CITY'S Plan for Extension of Services, as adopted by the CITY, and which describes the manner in which CITY services may be extended to properties annexed by the CITY. OWNER acknowledges and agrees that OWNER is satisfied with the CITY'S Plan for Extension of Services, and that the CITY'S Plan for Extension of Services adequately provides for the extension of CITY services to OWNER'S REAL PROPERTY. OWNER hereby waives the right to object or otherwise challenge the CITY'S Plan for Extension of Services.

- (d) OWNER hereby irrevocably waives for all time the right to file an action in court to challenge, for any reason, the CITY'S annexation of OWNER'S REAL PROPERTY, whether such annexation occurs now or in the future.

OWNER acknowledges and agrees that all of OWNER'S REAL PROPERTY, as described above, will clearly and immediately, and not merely potentially, be serviced by the water service to be provided by the CITY pursuant to this Agreement.

OWNER agrees that if ever OWNER, its heirs, assigns, successors in interest, purchasers, or subsequent holders of title to OWNER'S REAL PROPERTY, breach, challenge, disregard, or otherwise violate any of the terms of this Paragraph (4), the CITY may, after providing 20 days written notice, terminate water service to OWNER'S REAL PROPERTY, in addition to any other remedies that the CITY may have.

OWNER agrees that if OWNER, in violation of this Agreement, submits a protest to the annexation of OWNER'S REAL PROPERTY, the CITY may disregard such protest, in addition to any other remedies that the CITY may have.

The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the OWNER'S legal rights. OWNER acknowledges and agrees that it has had an opportunity to consult with legal counsel of its choice regarding the provisions of this Agreement.

(5) Recording; Binding on Assigns: OWNER agrees that this entire Agreement shall be recorded in the office of the Clerk and Recorder of Lake County, and OWNER agrees that this Agreement shall run to, with, and be binding upon OWNER'S REAL PROPERTY and OWNER'S title to such real property, and shall be binding upon the OWNER'S heirs, assigns, successors in interest, purchasers, and any and all subsequent holders or owners of OWNER'S REAL PROPERTY.

(6) Future Deeds: OWNER agrees that all deeds that OWNER executes to transfer OWNER'S REAL PROPERTY, or portions thereof, shall contain the following language:

(7) "The Grantee hereby covenants and agrees that acceptance of this Deed constitutes a waiver of the statutory right of protest against any annexation procedure initiated by the City of Polson, and constitutes a consent to annexation of the real property described herein, and constitutes a waiver of any right to file a court action to challenge any such annexation, with respect to the real property described herein."

OWNER agrees that this Agreement shall bind future purchasers even if OWNER fails to include the language set forth above in future deeds. After annexation of OWNER'S REAL PROPERTY, future deeds need not contain the language set forth above.

(8) **Term:** This Agreement shall be in perpetuity.

(9) **Entire Agreement:** This Agreement contains the entire Agreement of the parties with respect to the issue of annexation of the OWNER'S REAL PROPERTY, and supersedes any prior written or oral agreements between them concerning the annexation of the OWNER'S REAL PROPERTY. The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon the written consent of all parties to this Agreement.

(10) **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.

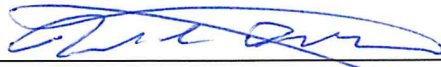
(11) **Necessary Acts:** Each party to this Agreement agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

(12) **Attorneys' Fees.** In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

(13) **Release of Agreement:** After annexation of OWNER'S REAL PROPERTY has been completed, the CITY shall, upon request from OWNER, release this Agreement as an encumbrance against OWNER'S REAL PROPERTY.


CITY OF POLSON

OWNER



City Manager



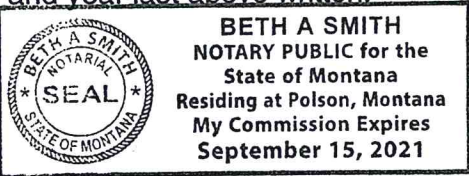
ATTEST: 

City Clerk

STATE OF MONTANA)
)
 :SS
County of Lake)

On this 9th day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Wade Nash and Cora E. Pritt, known to me to be the City Manager and City Clerk of the City of Polson, whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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

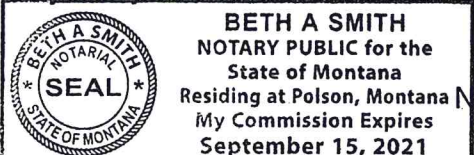
(SEAL) 

Beth A. Smith
Notary Public for the State of Montana
Residing in Polson, Montana
My Commission expires: _____

STATE OF MONTANA)
)
 :SS
County of Lake)

On this 9th day of September, 2019, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Lisa Walk-Wilbert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL) 

Beth A. Smith
Notary Public for the State of Montana
Residing in Polson, Montana
My Commission expires: _____

**AGREEMENT FOR ANNEXATION AND
CITY SEWER SERVICE**

THIS AGREEMENT is entered into as of 8 day of August, 2019, by and between the City of Polson, a municipal corporation ("CITY") and Lisa Wall-Wilbert ("OWNER"), whose mailing address is 111 11th Ave W Polson MT 59864 with respect to the following facts:

A. OWNER is the sole owner of the real property that is legally described below, and which shall hereafter be referred to as OWNER'S REAL PROPERTY:

LEGAL DESCRIPTION

B. OWNER'S REAL PROPERTY is located outside of the current corporate limits of the CITY.

C. OWNER desires to obtain municipal sewer service from the CITY to serve OWNER'S REAL PROPERTY.

D. The parties desire to enter into an Agreement pursuant to Section 7-13-4312, MCA, pursuant to which the CITY will provide municipal sewer service in return for OWNER'S agreement that OWNER'S REAL PROPERTY may be annexed to the corporate limits of the CITY.

WHEREFORE, the parties agree as follows:

(1) **Furnishing of Sewer Services:** The CITY hereby agrees to furnish municipal sewer service to OWNER'S REAL PROPERTY. Unless otherwise agreed in writing between the parties, OWNER shall be solely responsible for all costs involved in extending sewer service to OWNER'S REAL PROPERTY and connecting OWNER'S REAL PROPERTY to the municipal sewer system. Nothing in this Agreement shall obligate the CITY to pay the costs for right-of-way acquisition, engineering, construction and other related costs involved in extending or connecting sewer service to OWNER'S REAL PROPERTY.

(2) **Sewer Connections:** Upon approval by the CITY Public Works Department of the design and construction of all sewer lines and other facilities necessary to serve OWNER'S REAL PROPERTY, and acceptance of all of such sewer facilities by the CITY, OWNER will be given permission to connect no more than 1 connections to the CITY'S municipal sewer system.

(3) **Rates, Rules and Policies:** OWNER agrees to pay to the CITY such charges, rates, and fees, including but not limited to connection fees and plant investment fees, as are established by the CITY in accordance with Montana Law. In addition, OWNER shall comply with and be subject to all of the CITY'S rules, regulations and policies, as amended from time to time, with respect to the operation of the CITY'S sewer system.

(4) **Consent to Annexation:** OWNER acknowledges and agrees that the CITY is willing to provide municipal sewer service only if OWNER provides all of the promises and representations contained in this Paragraph (4). Pursuant to Section 7-13-4314, MCA, which states that any person, firm, or corporation outside of the incorporated CITY limits may be required by the CITY, as a condition to initiate such service, to consent to annexation of the tract served by the CITY, and in consideration for the CITY'S agreement to provide municipal sewer service, OWNER agrees to consent to annexation under the following conditions and in the following manner:

- (a) OWNER hereby irrevocably consents to the annexation of OWNER'S REAL PROPERTY, and OWNER irrevocably waives any right of protest to any annexation proceedings initiated by the CITY. OWNER agrees that the CITY may initiate annexation of OWNER'S REAL PROPERTY, relying upon this consent and waiver of protest, at any time in the future, without limitation. OWNER acknowledges that, but for this waiver, OWNER would have a right to protest the annexation of OWNER'S REAL PROPERTY.
- (b) OWNER hereby petitions to have OWNER'S REAL PROPERTY annexed to the CITY, pursuant to Section 7-2-4601, et. seq., MCA, or any successor statute. OWNER agrees that the CITY may act on this petition at any time in the future, without limitation. OWNER furthermore expressly waives the provisions of Section 7-2-4608, MCA, which provides, in effect, that no property used for agricultural, mining, smelting, refining, transportation, or any industrial or manufacturing purposes or for any purpose incident thereto shall be annexed pursuant to the provisions of Section 7-2-4601, et. seq., MCA.
- (c) OWNER acknowledges and agrees that OWNER has had an opportunity to inspect the contents of the CITY'S Plan for Extension of Services, as adopted by the CITY, and which describes the manner in which CITY services may be extended to properties annexed by the CITY. OWNER acknowledges and agrees that OWNER is satisfied with the CITY'S Plan for Extension of Services, and that the CITY'S Plan for Extension of Services adequately provides for the extension of CITY services to OWNER'S REAL PROPERTY. OWNER hereby waives the right to object or otherwise challenge the CITY'S Plan for Extension of Services.
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OWNER agrees that if OWNER, in violation of this Agreement, submits a protest to the annexation of OWNER'S REAL PROPERTY, the CITY may disregard such protest, in addition to any other remedies that the CITY may have.

The promises, covenants, representations, and waivers provided pursuant to this Paragraph (4) are voluntarily and knowingly given, with full knowledge of the OWNER'S legal rights. OWNER acknowledges and agrees that it is has had an opportunity to consult with legal counsel of its choice regarding the provisions of this Agreement.

(5) Recording; Binding on Assigns: OWNER agrees that this entire Agreement shall be recorded in the office of the Clerk and Recorder of Lake County, and OWNER agrees that this Agreement shall run to, with, and be binding upon OWNER'S REAL PROPERTY and OWNER'S title to such real property, and shall be binding upon the OWNER'S heirs, assigns, successors in interest, purchasers, and any and all subsequent holders or owners of OWNER'S REAL PROPERTY.

(6) Future Deeds: OWNER agrees that all deeds that OWNER executes to transfer OWNER'S REAL PROPERTY, or portions thereof, shall contain the following language:

"The Grantee hereby covenants and agrees that acceptance of this Deed constitutes a waiver of the statutory right of protest against any annexation procedure initiated by the City of Polson, and constitutes a consent to annexation of the real property described herein, and constitutes a waiver of any right to file a court action to challenge any such annexation, with respect to the real property described herein."

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(7) **Term**: This Agreement shall be in perpetuity.

(8) **Entire Agreement**: This Agreement contains the entire Agreement of the parties with respect to the issue of annexation of the OWNER'S REAL PROPERTY, and supersedes any prior written or oral agreements between them concerning the annexation of the OWNER'S REAL PROPERTY. The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon the written consent of all parties to this Agreement.


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(11) **Attorneys' Fees**. In the event of any litigation to enforce or interpret the provisions of this Agreement, or to remedy a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees as fixed by the court.

(12) **Release of Agreement**: After annexation of OWNER'S REAL PROPERTY has been completed, the CITY shall, upon request from OWNER, release this Agreement as an encumbrance against OWNER'S REAL PROPERTY.

CITY OF POLSON

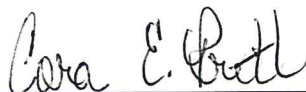


City Manager

OWNER



ATTEST:

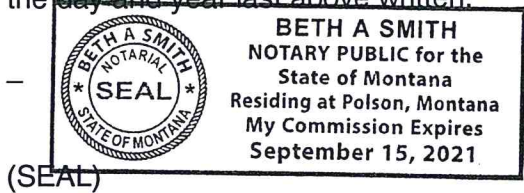


City Clerk

STATE OF MONTANA)
)
:SS
County of Lake)

On this 9th day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Montana, personally appeared Wade Nash and Cara E Platt, known to me to be the City Manager and City Clerk of the City of Polson, whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same.

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



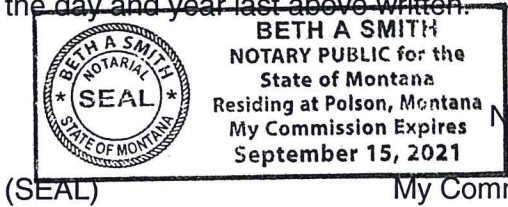
Beth A Smith

Notary Public for the State of Montana
Residing in Polson, Montana
My Commission expires: _____

STATE OF MONTANA)
)
:SS
County of Lake)

On this 9th day of September, 2019, before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Lisa Wainwright Wall-Wilbert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



Beth A Smith

Notary Public for the State of Montana
Residing in Polson, Montana
My Commission expires: _____

WAIVER OF PROTEST TO SPECIAL IMPROVEMENT DISTRICT

FOR VALUABLE CONSIDERATION, the undersigned, being the OWNER, for and on behalf of all assignees, successors, and heirs to the hereinafter described real property, does hereby waive the right to protest a Special Improvement District for curb, gutter, road and sidewalk and stormwater improvements on, along or by the frontage of the described property, for a period of twenty years from this date.

Furthermore, the undersigned, for and on behalf of successors and assigns, agrees and consents to, and hereby votes yes, pursuant to any constitutional or statutory requirement for voting on taxes or fees or other initiatives of a similar nature and hereby submits the real property described herein to taxation and assessments for any SID created for the benefit of the real property.

This waiver of protest is independent from all other agreements and is supported by sufficient consideration to which the undersigned are parties, and shall run with the land, for the time stated, and shall be binding upon the undersigned, and all successors and assigns, and the same shall be recorded in the Office of the County Clerk and Recorder of Lake County, Montana.

The real property is described as follows: (Exhibit A)

A portion of Tract 2, COS No. 5541, located in a portion of the SE ¼ NW ¼, Section 9, Township 22 North, Range 20 West, P.M.M., Lake County, Montana, further shown and described as being Lot 1 on Certificate of Survey No. 7334-FT.

Signed this ____ day of _____, 20__.

Owner

Owner

State of _____

County of _____

On this _____ day of _____, 20__, before me the undersigned, a Notary Public for the State of Montana, personally appeared, known by me to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that they executed the same.

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

Signature of Notary

Printed Name of Notary

Notary Public for the State of _____

Residing at _____

My commission expires ___/___/20__

CERTIFICATE OF SURVEY

LOCATED IN A PORTION OF THE SE 1/4 NW 1/4,
SECTION 9, T.22 N., R.20 W., P.M.M. LAKE COUNTY MT.

PURPOSE OF SURVEY & OWNERS' CERTIFICATE:

THE UNDERSIGNED PROPERTY OWNERS HEREBY CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO:
 WE HEREBY CERTIFY THAT THE PURPOSE OF THIS DIVISION IS TO TRANSFER LOT 1 AS SHOWN ON THIS C.O.S. TO KAELEN CHRISTINE WALL OUR DAUGHTER AND LOT 2 IS A REMINDER. FURTHERMORE, WE CERTIFY THAT WE ARE ENTITLED TO USE THIS EXEMPTION AND ARE IN COMPLIANCE WITH ALL THE CONDITIONS IMPOSED BY LAW AND REGULATION ON THE USE OF THIS EXEMPTION, THEREFORE THIS DIVISION OF LAND IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO SECTION 76-3-207 (1)(b), M.C.A.

LOT 1 IS EXCLUDED FROM SANITATION REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARM 17.38.605 (7) (A) AS A PARCEL THAT HAS NO EXISTING FACILITIES FOR WATER SUPPLY, WASTEWATER DISPOSAL, STORM DRAINAGE OR SOLID WASTE DISPOSAL, IF NO NEW FACILITIES WILL BE CONSTRUCTED ON THE PARCEL.

LOT 2 IS EXCLUDED FROM SANITATION REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO ARM 17.38.605 (7) (B) AS A PARCEL THAT HAS A PREVIOUS APPROVAL ISSUED UNDER TITLE 76, CHAPTER 4, PART 1, M.C.A. 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, M.C.A.

THE MONTANA SUBDIVISION AND PLATTING ACT (MSPA) IS INTENDED TO PROMOTE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE BY REGULATING THE SUBDIVISION OF LAND. THE SUBJECT PARCELS HAVE BEEN CREATED THROUGH THE USE OF AN EXEMPTION TO THE MSPA AND THEREFORE THE APPLICANT HOLDS LAKE COUNTY HARMLESS SINCE THE SUBJECT TRACTS HAVE NOT BEEN REVIEWED FOR SAFE ACCESS, ADEQUATE BUILDING SITES, EFFECTIVE AND EFFICIENT PROVISION OF PUBLIC SERVICES, ETC.

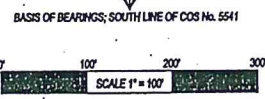
LEGAL DESCRIPTIONS

LOT 1 A PORTION OF TRACT 2 COS NO. 5541, LOCATED IN A PORTION OF THE SE 1/4 NW 1/4 SEC. 9, T.22 N., R.20 W., P.M.M., DESCRIBED AS FOLLOWS:
 THE POINT OF BEGINNING BEING A SET CAPPED REBAR ON THE WEST LINE OF TRACT 2 COS NO. 5541, SAID POINT BEARS N00° 10' 53" W 804.40' FROM THE SW CORNER TRACT 2; THENCE S89° 18' 17" E FOR 381.42' TO A SET CAPPED REBAR; THENCE N00° 04' 13" W FOR 164.78' TO A FD. CAPPED REBAR; THENCE N00° 04' 13" W FOR 215.27' TO A FD. CAPPED REBAR; THENCE N89° 18' 17" W FOR 382.18' TO THE NW CORNER TRACT 2 COS NO. 5541; THENCE S00° 17' 53" E FOR 300.00' TO THE POINT OF BEGINNING, THE AREA BEING 3.33 ACRES, SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS, APPARENT OR OF RECORD.

LOT 2 A PORTION OF TRACT 2 COS NO. 5541, LOCATED IN A PORTION OF THE SE 1/4 NW 1/4 SEC. 9, T.22 N., R.20 W., P.M.M., DESCRIBED AS FOLLOWS:
 THE POINT OF BEGINNING BEING THE SW CORNER TRACT 2; THENCE N00° 10' 53" W FOR 804.40' TO A SET CAPPED REBAR ON THE WEST LINE OF TRACT 2 COS NO. 5541; THENCE S89° 18' 17" E FOR 381.42' TO A SET CAPPED REBAR; THENCE N00° 04' 13" W FOR 164.78' TO A FD. CAPPED REBAR; THENCE S89° 18' 17" E FOR 299.83' TO THE NORTHEAST CORNER TRACT 2 COS NO. 5541; THENCE S00° 05' 51" E FOR 871.74' TO A FD CAPPED REBAR ON THE EAST LINE OF SAID TRACT 2; THENCE N89° 28' 00" W FOR 150.00' TO A FD. CAPPED REBAR; THENCE S00° 05' 51" E FOR 299.50' TO THE SE CORNER TRACT 2 COS NO. 5541; THENCE N89° 28' 00" W FOR 530.13' TO THE TRUE POINT OF BEGINNING, THE AREA BEING 12.67 ACRES, SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND EASEMENTS, APPARENT OR OF RECORD.

Tracy B. Wall 7/5/19 *Billie C. Wall* 7/5/19
 TRACY B. WALL DATE BILLIE C. WALL DATE

STATE OF Montana
 COUNTY OF Lake
 ON THIS 5 DAY OF July, 2019
 BEFORE ME PERSONALLY APPEARED
 TRACY B. WALL BILLIE C. WALL
 KNOWN TO ME TO BE THE PERSON WHOSE NAMES ARE
 SUBSCRIBED TO THE WITHIN INSTRUMENT AND
 ACKNOWLEDGED TO ME THEY EXECUTED THE SAME.
 KRISTINE CARSTENS
 NOTARY PUBLIC for the
 State of Montana
 Building at Helena, Montana
 My Commission Expires
 May 22, 2023



LEGEND

- ⊙ DENOTES SET 5/8" X 24" REBAR WITH 1 1/4" YPC STAMPED "M. CARSTENS 5940LS".
- DENOTES FOUND 5/8" REBAR WITH 1 1/4" YPC STAMPED "WESTER 4130 S".
- DENOTES FOUND 5/8" REBAR WITH 1 1/4" YPC STAMPED "MARENGO 9012 S".
- ⊙ DENOTES FOUND 5/8" REBAR WITH 1 1/4" YPC STAMPED "DUFFEY 15824 LS".
- R & F DENOTES RECORD AND FOUND

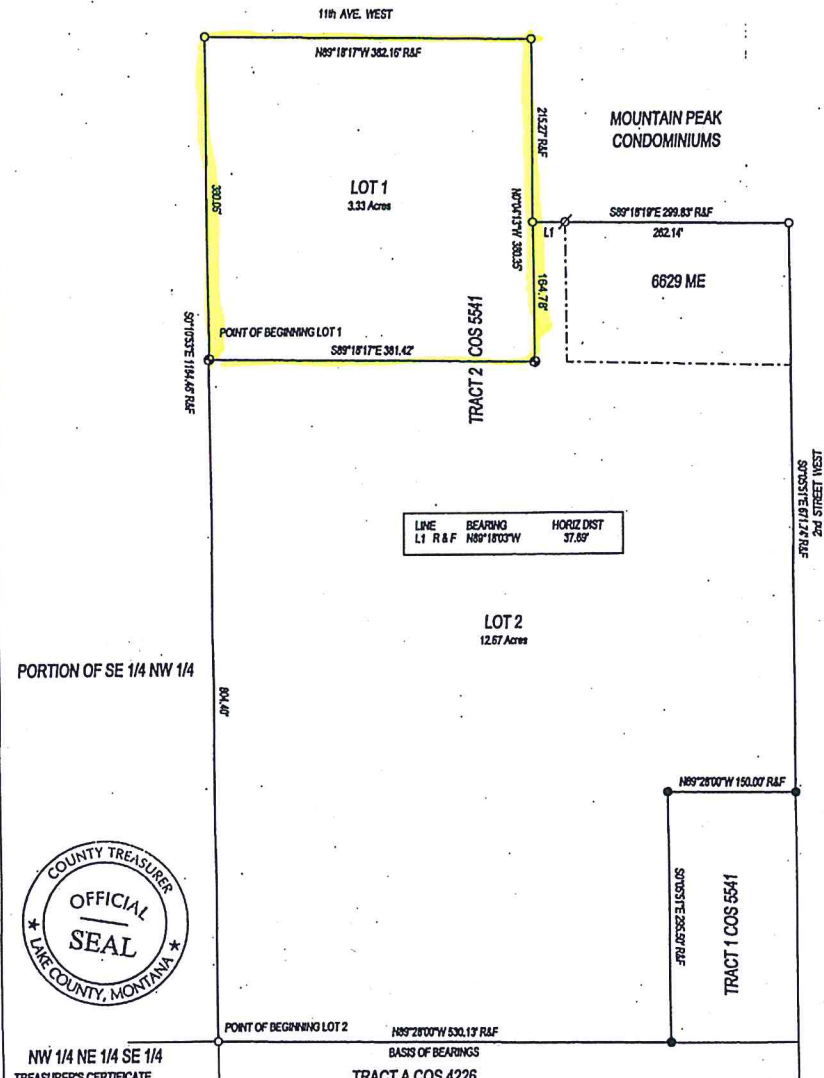


CERTIFICATE OF SURVEYOR
Marc J. Carstens 6/25/19
 MARC J. CARSTENS A PROFESSIONAL LAND SURVEYOR

David M. Hall 7/5/2019 2 July 2019
 LAKE COUNTY EXAMINING SURVEYOR DATE
Jacob Feistner 7/30/19
 LAKE COUNTY PLANNING DEPT. DATE
Nancy K. Luke, P.S. July 29, 2019
 LAKE COUNTY SANITATION DEPT. DATE

570590 COS Page: 1
 STATE OF MONTANA LAKE COUNTY
 RECORDED: 07/30/2019 11:54 AM K01: COS
 PAULA A. HOLLE CLERK AND RECORDER
 FEE: \$24.00 BY: *Wanda R Root, Dep*
 701

CERTIFICATE OF SURVEY NO. 7334-ET SHEET 1 OF 1



LINE	BEARING	HORIZ DIST
L1 R & F	N89°18'03"W	37.85'



TREASURER'S CERTIFICATE
 STATE OF MONTANA
 COUNTY OF Lake
 I HEREBY CERTIFY THAT REAL PROPERTY TAXES ASSESSED AND
 LEVIED ON THE LANDS DESCRIBED IN THE WITHIN PLAT ARE PAID.
 THIS CERTIFICATE IS MADE AS REQUIRED BY SECTION 76-3-207 (3) M.C.A.
 DATED THIS 26 DAY OF July, 2019
Karen Beaudoin
 TREASURER

DATE OF SURVEY 4/18/2019
 SURVEY PREPARED AT THE REQUEST OF RECORD OWNERS:
 TRACY B. AND BILLIE C. WALL



CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item No.: 7 (Motion) Boys & Girls Club Impact Fee Review/Modification Request
Meeting Date: September 16, 2019
Staff Contact: Kyle Roberts, City Planner
Phone and Email: 406-883-8213 | cityplanner@cityofpolson.com

AGENDA ITEM SUMMARY: This Agenda Item requests the City Commission make a motion to approve, conditionally approve, or deny the Boys & Girls Club impact fee review/modification request.

BACKGROUND: On August 6th, the City received an Impact Fee Review/Modification Request application from the Boys & Girls Club. The request is to waive all assessed impact fees required for the construction of the new Boys & Girls Club facility in Polson. The grand total of assessed impact fees is \$30,892.

Per Section 2.06.883 of the Polson Municipal Code, an ad hoc impact fee review board was assembled to review the petition request. On August 28th, the board met to discuss and arrive at a recommendation to forward to the City Commission.

ANALYSIS: As no impact fees have been paid at this time, the City is not permitted to issue the Boys & Girls Club a building permit until a determination of the request is made by the City Commission. Attached is a recommendation letter from the board that summarizes the board's recommendation decision.

IMPACT FEE REVIEW BOARD RECOMMENDATION: The board recommends that the City Commission approve the Boys & Girls Club impact fee petition request.

SUGGESTED MOTION: *I MAKE A MOTION TO APPROVE THE BOYS & GIRLS CLUB IMPACT FEE PETITION REQUEST.*

ATTACHMENTS: i) Boys & Girls Club Impact Fee Review/Modification Request Form
ii) Impact Fee Review Board Recommendation Letter

Redetermination Fee: \$100.00

CITY OF POLSON
106 1ST STREET EAST
POLSON, MT 59860
406-883-8200 FAX: 406-883-8238

PAID
AUG 06 2019
to the
City of Polson

Impact Fee Review/Modification Request Form

Modified November 27, 2007

Date Submitted: 8-6-19

Who is requesting fee review/modification: Aric Cooksey - 493-2312
Boys & Girls Club of the Flathead Reservation & Lake Co.

Address of subject property: 110 MT AVE W

Contact (Phone/Fax/E-mail): 406-493-2312 hope@sonan.net

Which fees are you requesting relief or modification from: Water, Sewer, and Fire

THIS SECTION TO BE COMPLETED BY STAFF:

\$100 Impact Fee Re-Determination Fee paid per Section 6.12 of Polson Ordinance #624?

Yes No

Parks Assessed Fee _____ Department Head Recommended Fee _____

Water Assessed Fee 17,563.00 Department Head Recommended Fee _____

Sewer Assessed Fee 8,129.00 Department Head Recommended Fee _____

Fire Assessed Fee 5200 (200 x 26) Department Head Recommended Fee _____

Admin Assessed Fee _____ Department Head Recommended Fee _____

What would be the estimated total cost to the City: _____

What are your reasons for requesting relief or modification? (please attach additional

documentation as needed) Boys & Girls Club is as you know building this building to increase its capacity in youth and teens served daily to 200+. This will include a teen center, youth center, commercial kitchen and gym. It will provide a place for kids that could otherwise be a potential drain on other city resources. It will also provide a place for members to belong, and become the best versions of themselves. To make this possible we have been raising money privately, so that this project will not be a burden on this city or its tax payers. ~~we~~ we will not be making income, but rather constantly be giving back. We need your help to make that possible as soon as possible.

Please provide this completed form to the City Manager for submittal to the Review Committee.

WATER

ITE Code/Land Use	Impact Fee per Demand Unit
<i>Residential Development (per dwelling unit)</i>	
Single Family Detached	\$3,310.00
All Other Housing Types	\$2,617.00
<i>Non-residential Development (per meter/ size in inches)</i>	
0.75	\$3,313.00
1.00	\$5,633.00
1.5	\$10,935.00
2.00	\$17,563.00
Fees for meters larger than two inches will be based on an annualized day demand and the net capital cost per gallon of capacity.	



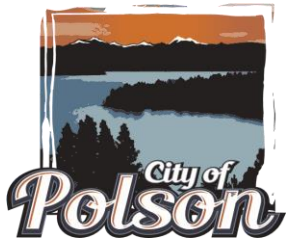
SEWER

ITE Code/Land Use	Impact Fee per Demand Unit
<i>Residential Development (per dwelling unit)</i>	
Single Family Detached	\$1,531.00
All Other Housing Types	\$1,210.00
<i>Non-residential Development (per water meter/meter size in inches)</i>	
0.75	\$1,533.00
1.00	\$2,607.00
1.5	\$5,061.00
2.0	\$8,129.00
<p>Non-residential sewer fees are based on water meter size. Fees for meters larger than two inches will be based on annualized average day demand and net capital costs per gallon of capacity.</p>	



FIRE

ITE Code/Land Use	Impact Fee Per Demand Unit
110 Light Industrial	\$0.21
150 Warehousing	\$0.15
610 Hospital/Clinic	\$0.55
151 Mini-Warehouse	\$0.07
<i>Other Non-residential Development (as indicated)</i>	
320 Lodging (per room)	\$177.00
* 520 Elementary School (per student)	\$26.00 <i>\$5,200 (200 students)</i>
530 Secondary School (per student)	\$38.00
565 Day Care (per student)	\$67.00
620 Nursing Home (per bed)	\$74.00



CITY OF POLSON

106 First Street East
Polson, Montana 59860

T: 406-883-8200 | F: 406-883-8238

W: www.cityofpolson.com

September 11, 2019

RE: Impact Fee Review Board Recommendation: Boys & Girls Club Impact Fee Review/Modification Request

Mayor and City Commissioners,

On August 6th, the City received an Impact Fee Review/Modification Request application from the Boys & Girls Club. The request is to waive all assessed impact fees required for the construction of the new Boys & Girls Club facility in Polson. The grand total of assessed impact fees is \$30,892, of which, \$17,563 is for sewer, \$8,129 is for water, and \$5,200 is for fire. As no impact fees have been paid at this time, the City is not permitted to issue the Boys & Girls Club a building permit until a determination of the request is made.

Per Section 2.06.883 of the Polson Municipal Code, a final determination by the City Commission must be made within 60 days of receipt of the petition request. Additionally, the sole authority to decide on impact fee petitions shall reside with the City Commission, which shall receive and consider advice from an ad hoc review board that is formed by the City Manager.

In mid-August, the Interim City Manager assembled an impact fee review board that consisted of two City Commissioners, the City Finance Officer, City Planner, and Building Official. The board, absent the Building Official, met on August 28th to discuss the petition request. The general consensus of the board was that the City Commission should waive all assessed impact fees for the Boys & Girls Club project. The board agreed that the non-profit organization is a great asset to the community and provides valuable services to the community's youth that ultimately have a positive impact on the community. The primary basis for the decision, however, was the fact that on October 3, 2011, the City Commission waived all assessed impact fees for the construction of the non-profit Mission Valley Aquatics and Fitness's aquatic center.

Although the applicant is technically seeking an impact fee re-determination, the nature of their request does not meet any of the criteria set forth in Sec. 2.06.883(B) of the Polson Municipal Code. But, in referencing Sec. 2.06.883(A)(3)(b), the board's advice must also consider the facts and circumstances in law as well as *equity*. Therefore, acknowledging that a precedent had been set by the City Commission for a near identical request eight years ago, the board felt that granting the Boys & Girls Club's request to waive all assessed impact fees, would be justified.

Sincerely,

Robert Martin, City Commissioner
Brodie Moll, City Commissioner
Cindy Dooley, Finance Officer
Kyle Roberts, City Planner
Randy West, Building Official

CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item No.: 8 (Motion) Resolution 2019-___ -- A Resolution Granting an Easement Agreement Between the City and Polson School District for Proposed Linderman Gym Sidewalk Encroachment

Meeting Date: September 16, 2019

Staff Contact: Kyle Roberts, City Planner

Phone and Email: 406-883-8213 | cityplanner@cityofpolson.com

AGENDA ITEM SUMMARY: This Agenda Item requests the City Commission make a motion to approve or deny a Resolution granting an easement agreement between the City and Polson School District for an encroachment of the proposed Linderman gym sidewalk.

BACKGROUND: The Polson School District has submitted plans to rebuild the Linderman School gym. Although the new gym will be fundamentally the same size as the old gym, the new gym will be located approximately 27 feet further south, which will require a small portion of the proposed sidewalk on the south side of the gym to encroach into City right-of-way, thus necessitating an easement agreement between the City and Polson School District.

Before a zoning conformance can be approved for the project, an easement must be granted by the City to allow for the encroachment of a portion of the school's sidewalk into City right-of-way.

ANALYSIS: Approval of the Resolution would allow the City to enter into an agreement with the Polson School District, granting an easement to the school to encroach a portion of the proposed sidewalk into City right-of-way as indicated in the grant of easement agreement attached.

STAFF RECOMMENDATION: Staff recommends that the City Commission approve Resolution 2019-___ granting an easement agreement between the City and Polson School District for an encroachment of the proposed Linderman gym sidewalk.

SUGGESTED MOTION: *I MAKE A MOTION TO APPROVE RESOLUTION 2019-___ GRANTING AN EASEMENT AGREEMENT BETWEEN THE CITY AND POLSON SCHOOL DISTRICT FOR AN ENCROACHMENT OF THE PROPOSED LINDERMAN GYM SIDEWALK.*

ATTACHMENTS: i) Resolution 2019-___ -- A Resolution to Grant an Easement to the Polson School District for the Purposes of Constructing a Sidewalk into City Right-of-way
ii) Grant of Easement and Agreement – City of Polson and Polson School District No. 23

CITY OF POLSON

RESOLUTION 2019 - ____

A RESOLUTION TO GRANT AN EASEMENT TO THE POLSON SCHOOL DISTRICT FOR THE PURPOSES OF CONSTRUCTING A SIDEWALK INTO CITY RIGHT-OF-WAY

WHEREAS, the Polson School District has submitted building plans proposing to re-construct Linderman Gymnasium on school property in Polson, MT; and

WHEREAS, the proposed School sidewalk located on the south side of the gym will extend and encroach upon City right-of-way identified as Fifth Avenue East as indicated on Exhibit "A" of the grant of easement and agreement attached hereto and by this reference made a part hereof as though fully set forth at this place; and

WHEREAS, City agrees to grant the Polson School District an easement for the sidewalk encroachment under the terms and conditions set forth in the grant of easement and agreement attached.

NOW THEREFORE, BE IT RESOLVED THAT:

City hereby grants and conveys to the Polson School District an Easement for that School sidewalk encroachment upon Fifth Avenue East as set forth and depicted on Exhibit "A" of the grant of easement and agreement attached hereto and by this reference made a part hereof as though fully set forth at this place;

Passed and Adopted this 16th day of September, 2019.

Paul Briney, Mayor

ATTEST:

Cora E. Pritt, Clerk of the City of Polson

GRANT OF EASEMENT AND AGREEMENT

THIS Grant of Easement and Agreement is made and entered into this ___ day of September, 2019, by and between the City of Polson, a Municipal Corporation, of 106 1st Street East, Polson, MT 59860, (hereinafter referred to as “City”), and Polson School District No. 23, of 111 4th Ave. East, Polson, MT 59860, (hereinafter referred to “School”).

WITNESSETH:

WHEREAS, School is constructing a gym on school property located in Polson, MT as indicated on Exhibit “A”, attached hereto and by this reference made a part hereof as though fully set forth at this place; and

WHEREAS, the School sidewalk located on the South side of the School gym will extend and encroach upon City right-of-way identified as Fifth Ave. East as indicated on Exhibit “A” attached hereto and by this reference made a part hereof as though fully set forth at this place; and

WHEREAS, City agrees to grant School an easement for the sidewalk encroachment under the terms and conditions hereinafter set forth.

Now Therefore, in consideration of the promises and covenants herein contained, the sum of Ten and no/100 Dollars (\$10.00) receipt of which is hereby acknowledged and other good and valuable consideration the Parties agree as follows:

1. The recitals hereinabove set forth are part and parcel of this Agreement, are not mere recitals and are enforceable as the covenants of the parties;
2. City hereby grants and conveys to School an Easement for that School sidewalk encroachment upon Fifth Ave. East as set forth and depicted on Exhibit “A” attached hereto and by this reference made a part hereof as though fully set forth at this place;
3. Said Easement shall be exclusive for the use and benefit of School;
4. Said Easement shall be utilized for the construction, repair and maintenance of the School sidewalk as depicted on Exhibit “A” attached hereto;
5. School agrees to repair and maintain said School sidewalk and at all times pertinent maintain the same for public pedestrian use. School agrees to indemnify and hold City harmless from any and all loss, claims, demands or actions, including attorney’s fees, arising from the construction, use or maintenance and repair of said School sidewalk;

6. In the event legal or equitable action is taken to enforce any provisions of this Agreement, the prevailing party is to be awarded their court costs and reasonable attorney fees, all as determined by the appropriate court; and
7. Enforcement of this Agreement shall be within the exclusive jurisdiction of the Lake County, Montana District Court.

This writing constitutes the sole agreement between the parties and no modifications hereof shall be binding unless in writing and signed by all parties hereto and attached to this instrument. The parties agree that there are no promises, agreements, understandings or representations of any kind other than those contained in this writing, and no agent has or had authority to obligate any of the parties hereto by any promise, stipulations or conditions not herein expressed.

Time is declared to be the essence as to all of the terms, covenants and conditions herein contained.

This agreement shall inure to the benefit of and be binding upon the parties and their heirs, personal representatives, administrators, successors and assigns.

This agreement may be signed in counter part and facsimile and electronic signatures shall be binding.

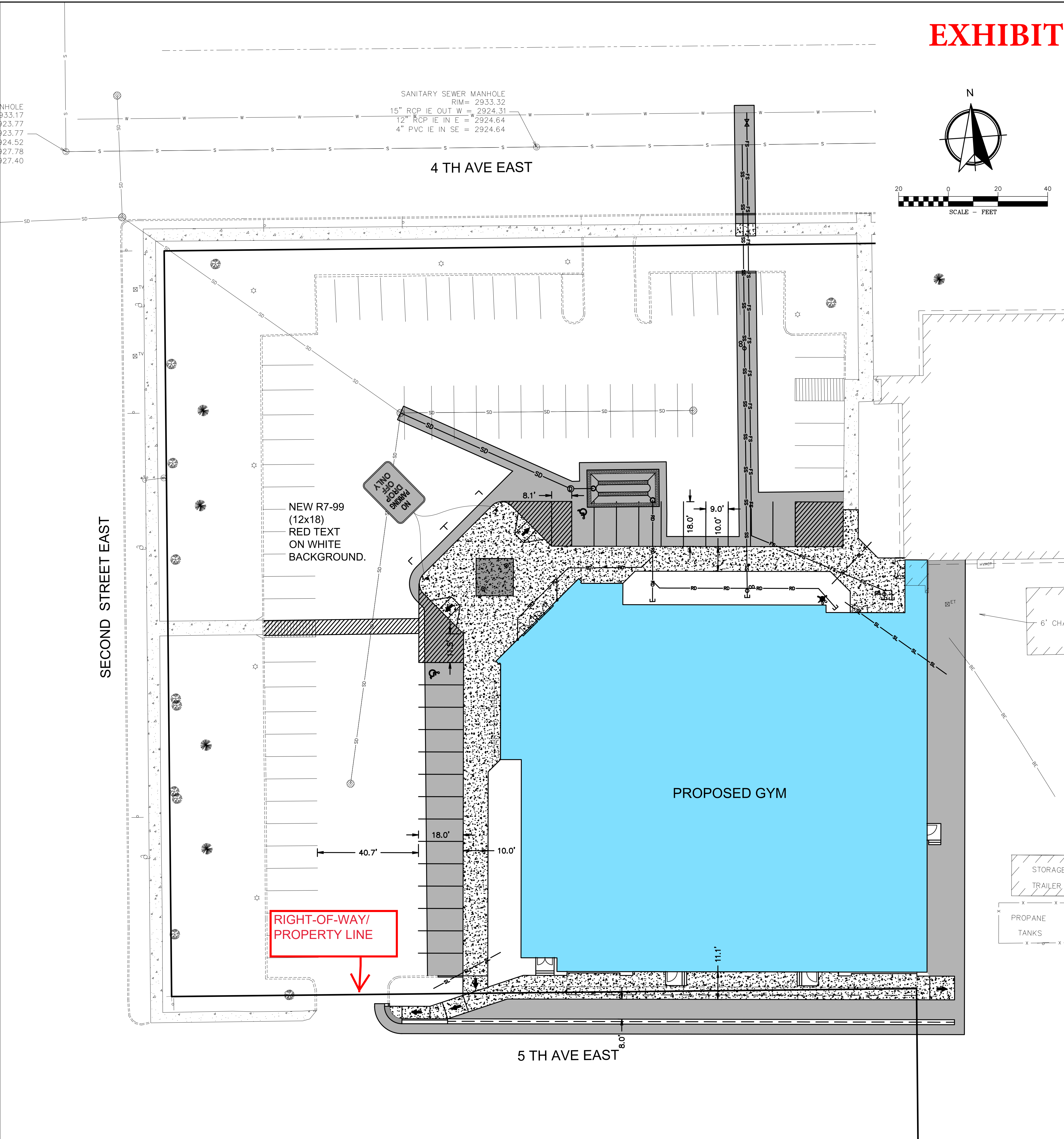
DATED this ____ day of _____, 2019.

City of Polson

School District No. 23

EXHIBIT A

ALL IDEAS, DESIGN, ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, AND THE PROPERTY OF, PARADIGM V2 ARCHITECTS P.C., AND WERE CREATED, EVOLVED AND DEVELOPED FOR USE ON, AND IN CONNECTION WITH THIS PROJECT. NONE OF SUCH IDEAS, DESIGN, ARRANGEMENTS, OR PLANS SHALL BE USED BY, OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF PARADIGM V2 ARCHITECTS P.C. PLOTTING THESE DRAWINGS OR SPECIFICATIONS WITH ANY PUBLIC AGENCY IS NOT A PUBLICATION OF SAME. NO COPYING, REPRODUCTION OR USE THEREOF IS NOT PERMISSIBLE WITHOUT THE WRITTEN CONSENT OF PARADIGM V2 ARCHITECTS P.C.



GENERAL SITE PLAN NOTE:

CONTRACTOR TO COORDINATE IDENTIFICATION OF DAMAGED OR HAZARDOUS SIDEWALK WITH CITY ENGINEERING. ALL AREAS MAY NOT BE IDENTIFIED ON PLANS. CONTRACTOR TO REPAIR IDENTIFIED AREAS BY GRINDING TRIP HAZARDS AND EPOXY SEAL CRACKING. FULL PANEL REPLACEMENTS NOT OCCUR UNLESS APPROVED BY ARCHITECT AND ENGINEER.

KEYED NOTES:

- ① INSTALL 2" SDR 7 PE WATER SERVICE LINE. CONNECT TO MAIN WITH 2" TAPPING SADDLE AND ROUTE TO WITHIN 3.0' OF BUILDING. INSTALL CURB BOX WITHIN ROW. ENSURE 6.0' MINIMUM BURY DEPTH. WHERE APPLICABLE, ROUTE SEWER AND WATER IN SAME TRENCH PER STANDARD DETAIL. REFER TO MECHANICAL PLANS FOR BUILDING CONNECTION DETAILS.
- ② INSTALL 6" SCH 40 SEWER SERVICE LINE AT 2.0% MINIMUM SLOPE. ROUTE TO WITHIN 3.0' OF BUILDING AND INSTALL CLEANOUT. CLEANOUTS TO BE INSTALLED EVERY 100' ALONG SEWER SERVICE LINE PER UNIFORM PLUMBING CODE OR UPSTREAM OF SEWER BEND. REFER TO MECHANICAL PLANS FOR BUILDING CONNECTION DETAILS. CONNECT TO EXISTING MAIN WITH 6" PREDCO FAST FIT SADDLE OR APPROVED EQUIVALENT. WHERE APPLICABLE, ROUTE SEWER AND WATER IN SAME TRENCH PER STANDARD DETAIL. REFER TO MECHANICAL PLANS FOR BUILDING CONNECTION DETAILS.
- ③ INSTALL 8" SDR 35 ROOF DRAIN LINE FROM NEW 30" DIAMETER INLET TO WITHIN 3.0' OF BUILDING. ENSURE 3.0' MINIMUM BURY DEPTH FROM FINISHED GRADE TO INVERT AT BUILDING CONNECTION. INSTALL RUBBER BOOTED CONNECTION AND DOWNSPOUT LOCATION. SEE SHEET C3.6 FOR ROOF DRAIN LINE INVERT AND SLOPE INFORMATION.
- ④ COORDINATE WITH UTILITY COMPANIES FOR ROUTING AND STRUCTURE LOCATIONS.
- ⑤ INSTALL FIRE SERVICE LINE. VERIFY SIZE WITH FIRE PROTECTION ENGINEER.
- ⑥ INSTALL 1/2" EXPANSION JOINT WHERE NEW SIDEWALK ABUTS FOUNDATIONS.

LEGEND-PROPOSED	DETAIL INDEX
CURB AND GUTTER (CATCH)	STANDARD L CURB
CURB AND GUTTER (SPILL)	TYPICAL "L" CURB LAYDOWN SECTION
CURB AND GUTTER W/ LAYDOWN	COVE GUTTER
COVE GUTTER	TYPICAL SIDEWALK SECTION
4" THICK CONCRETE SIDEWALK	ASPHALT SECTION
4" THICK COLORED CONCRETE SIDEWALK	SEWER SERVICE
ASPHALT	SEWER CLEANOUT DETAIL
SEWER SERVICE	WATER SERVICE
CLEANOUT	FIRE SERVICE SERVICE
WATER SERVICE	VALVE DETAIL
FIRE SERVICE	CURB RAMP
CURB BOX	ADA PARKING REQUIREMENTS
WATER VALVE	COMMERCIAL DRIVEWAY OPENING
PROPOSED BUILDING	CONTRACTION JOINT
BUILDING OVERHANG	ISOLATION JOINT
EASEMENT LINE	CONCRETE EXPANSION JOINT
ROOF DRAIN LINE (8" SDR 35)	SEWER AND WATER IN SAME TRENCH
SLEEVE	PIPE EMBEDMENT
LIGHT POLE	TYPE A CURB AND SIDEWALK
SIGN	LAYUP CURB
ADA RAMP	DETECTABLE WARNINGS
BIKE RACK	PARKING LOT LAYOUT
FIRE DEPARTMENT CONNECTION	
STORAGE TRAILER	
PROPANE TANKS	
	MISC DETAILS

PRELIM SET

125 1/2 W. Main
Missoula MT 59802
tel: 406.549.6120
fx: 406.549.4079
web: www.paradigmv2.com
email: paradigm@aol.com

PARADIGM
V2 ARCHITECTS

WGM GROUP
www.wmggroup.com
www.ProjectV2.com

NEW LINDERMAN GYM

PRELIMINARY SET #1

MONTANA

DATE

REV. NO. DESCRIPTION

DRAWN BY:

AUG. 30, 2019

SITE PLAN

C2.0

REVIEW SET #2

POLSON

CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 9 (MOTION REQUESTED)
Meeting Date: September 16, 2019
Staff Contact: Pat Nowlen, Director of Parks and Recreation

AGENDA ITEM SUMMARY: Requesting council to approve a resolution to adopt 2020 schedule of fees for the Parks and Recreation Department. This year's resolution will also include the 2020 golf fees.

BACKGROUND: The City passed Ordinance # 2015-011. Within this ordinance it states:

A nonrefundable fee shall be paid to cover administrative costs of processing permits. All fees under this article shall be set by commission resolution and included in the Schedule of Fees. The director may require a deposit for the rental of any park or recreational facility. If the director requires a deposit for the rental of any park, the director shall establish standards for return and forfeit.

ANALYSIS: See the resolution for a summary of the fees and charges.

FINANCIAL CONSIDERATIONS: The fees will cover the administration costs, cost of inspections for return of deposits, other cost incurred in the implementation of this fee schedule and improvement and repair of amenities within the parks.

STAFF RECOMMENDATION: City Staff has recommended passage of this resolution, along with the approval of the Parks Board and Golf Board. The Parks Board and the City Staff also recommend that a portion of these fees go to capital expenditures within the parks which relate to the generation of these fees. The Parks Board and the Director of Parks and Recreation are recommending an increase to the shelter reservations, parks special event fees, and vehicle access fees.

The Director of Golf Operations, the Director of Parks and Recreation and the Golf Board are recommending the following increases to the golf fee structure for the 2020 season:

- +\$30 Adult season pass
- +\$25 couples pass
- +\$20 millennial passes (age 20-29)
- +\$10 Junior 14 & under
- +\$5 Junior 15-18
- +\$25 19-22 years old/ student ID
- +\$25 out of county Junior
- +\$15 season trail fee
- +\$30 cart season pass
- +\$1 green fees

SUGGESTED MOTION: Motion to approve the resolution to adopt the 2020 Parks and Recreation Schedule of Fees as recommended

ATTACHMENTS: Resolution to be adopted along with Exhibit A and Exhibit B, Parks Board recommendation letter, Golf Board recommendation letter, information packet.

**CITY OF POLSON
RESOLUTION NO. RES 2019-__
A RESOLUTION SETTING PARK FEES**

WHEREAS, the City Commission has re-codified the ordinances relating to the operation of special events and has amended the same to provide that fees for the special events will be set by resolution in the City of Polson Schedule of Fees

WHEREAS, it appears in the best public interest for the current taxpayers and users of services provided by the Parks and Recreation Department and to adopt the fees for the use of City services.

WHEREAS, The Golf Enterprise Fund of the City of Polson now falls under the Parks and Recreation Department to adopt the fees for the use of and recreation at Polson Bay Golf Course.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POLSON, MONTANA:

1. The City shall impose and collect the fees as shown on Exhibit "A" and Exhibit "B" attached hereto for the services rendered by the City and the Parks and Recreation Department to include Polson Bay Golf Course.

2. This Resolution shall be effective September 17, 2019. All applications for services made prior to this date shall be charged the fees then in existence.

3. All Resolutions or parts of resolutions in conflict herewith are hereby amended to the extent of any such conflict. This resolution repeals and replaces resolution no. RES 2018-13.

BE IT, FURTHERMORE, RESOLVED, that the City Clerk is instructed to file this Resolution in the Book of Resolutions established by this City.

Ayes _____ Nays _____ Abstentions _____

PASSED AND APPROVED this _____ day of _____ 20____.

Paul Briney, Mayor

ATTEST:

Cora E. Pritt, City Clerk

Park Shelters

Friday-Sun

Time Periods: (6:00 am-10:00 am) (11:00 to 3:00) (4:00-9:00)

Facilities Available	Fee / Time Period	Fee All Day	Shelter Capacity
----------------------	-------------------	-------------	------------------

With Power:

Boettcher #1	\$35	\$90	48 people
Boettcher #2	\$25	\$60	24 people
Boettcher #3	\$25	\$60	24 people

Without Power:

Riverside	\$25	\$60	24 people
Sports Complex	\$15	\$40	20 people

Monday-Thurs

Time Periods: (6:00-10:00 am) (11:00-3:00) (4:00-9:00)

Facilities Available	Fee / Time Period	Fee All Day	Shelter Capacity
----------------------	-------------------	-------------	------------------

With Power:

Boettcher #1	\$25	\$60	48 people
Boettcher #2	\$20	\$50	24 people
Boettcher #3	\$20	\$50	24 people

Without Power:

Riverside	\$20	\$50	24 people
Sports Complex	\$10	\$20	20 people

- SHELTER RESERVATION CAN BE MADE ONLINE AT CITYOFPOLSON.COM/parksrec
- No refunds of park shelter reservation fees due to inclement weather, smoke or other reasons. If cancellation is received 10 working days prior to your event, a credit may be requested.
- No subleasing of shelter reservations
- Requests for shelter reservations will be taken 180 days in advance to 3 days in advance pending approval.

Polson Parks Fee Schedule Summary Sheet

	base fees	incremental fees	deposit(refundable)
Parks Special Use Permit (public event)	75-100 people \$50/day 101-500 people \$75/day	\$25/day per additional 500 people	\$100
Parks Use Permit (private event)	75-100 people \$50/day 101-500 people \$75/day no 501(c)3 discount	\$25/day per additional 500 people	\$100
Vehicle Access Permit	\$40	N/A	\$250
Wedding permit	\$30 (groups over 75 people need Parks Use Permit instead)	N/A	\$50
Concession permit	\$30 per day 1-9 days \$20 per day 10+ days \$450 per season	N/A	\$50 short term \$250 seasonal
Event Tent 40x60	\$1699.50 (estimated)	N/A	included in special event permit
Alcohol consumption	\$40 per event \$100 per season	N/A	N/A
Alcohol Catering	\$40 per event	N/A	N/A
Picnic Table Rental	\$12 per table per event	N/A	N/A

POLSON BAY GOLF COURSE
2020 Proposed SEASON PASS FEES NOTICE
All Annual Fee's can be purchased online @
www.polsonbaygolf.com

SEASON PASS PURCHASED BEFORE FEBRUARY 28, 2020

*ADULT \$680
*COUPLE \$1260
MILLENNIAL SINGLE (20-29) \$410
*MILLENNIAL COUPLE (20-29) \$760
+JUNIOR (14 & UNDER) \$75 (15-18) \$100 (19-22 w/student ID) \$150
(OUT OF COUNTY) \$150

*Couples are defined as two cohabitating adults residing in the same household
+Must be a student in Lake Co. schools or the child/grandchild of a current pass-holder

ANNUAL FEES PURCHASED BEFORE FEBRUARY 28, 2020

TRAIL FEE \$240
CART PASS – SINGLE \$595
CART PASS –ADDITIONAL SAME HOUSEHOLD \$220
CART STORAGE – GAS \$485
CART STORAGE – ELECTRIC \$555

PLEASE MAKE CHECKS PAYABLE TO: CITY OF POLSON
111 BAYVIEW DRIVE
POLSON, MT 59860

\$20 Per Person MSGA Handicap Fee Payable To: Wallace's Golf Shop
Additional Checks Sent To Same Address Please!!

PLEASE RETURN WITH PAYMENT

BY PAYING ANY 2020 SEASON PASS FEES, VIA MAIL OR
VIA WEBSITE YOU ARE AGREEING TO AND UNDERSTAND
THE CITY OF POLSON GOLF ROLLOVER POLICY. POLICY
CAN BE FOUND AT WWW.POLSONBAYGOLF.COM.

Name _____ Cell # _____

E-Mail _____

SEPTEMBER 11, 2019

CITY OF POLSON

RE: 2020 GOLF FEES

THE GOLF BOARD HAS REVIEWED THE PREPOSED FEE SCHEDULE FOR THE 2020 GOLF SEASON AND WOULD RECOMMEND THE COUNCIL ADOPT THE PREPOSED FEES. THE BOARD FEELS THIS RAISE IS JUSTIFIED BECAUSE NOT ONLY HAVE THE FEES NOT BEEN RAISED FOR THE LAST TWO SEASONS AND THE ADDITIONAL REVENUE WILL HELP OFFSET THE YEARLY RAISE IN OPERATIONAL COSTS. THESE OPERATIONAL COSTS ARE NECESSARY TO KEEP THE COURSE IN THE GREAT CONDITION WHICH HAS BECOME EXPECTED BY AREA GOLFERS.

GOLF BOARD CHAIRMAN

A handwritten signature in black ink, appearing to read "Dave Cottingham", written over a solid black rectangular background.

DAVE COTTINGTON

Park Shelters

Friday-Sun

Time Periods: (6:00 am-10:00 am) (11:00 to 3:00) (4:00-11:00)

Facilities Available	Fee / Time Period	Fee All Day	Shelter Capacity
----------------------	-------------------	-------------	------------------

With Power:

Boettcher #1	\$30	\$80	48 people
Boettcher #2	\$20	\$50	24 people
Boettcher #3	\$20	\$50	24 people

Without Power:

Riverside	\$20	\$50	24 people
Sports Complex	\$15	\$40	20 people

Monday-Thurs

Time Periods: (6:00-10:00 am) (11:00-3:00) (4:00-11:00)

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- SHELTER RESERVATION CAN BE MADE ONLINE AT CITYOFPOLSON.COM
- No refunds of park shelter reservation fees due to inclement weather, smoke or other reasons. If cancellation is received 10 working days prior to your event, a credit may be requested.
- No subleasing of shelter reservations
- Requests for shelter reservations will be taken 180 days in advance to 3 days in advance pending approval.

Polson Parks Fee Schedule Summary Sheet

	base fees	incremental fees	deposit(refundable)
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Parks Use Permit (private event)	75-100 people \$30 101-500 people \$50	\$25 per additional 500 people	\$100
Vehicle Access Permit	\$30	N/A	\$250
Wedding permit	\$30 (groups over 75 people need Parks Use Permit instead)	N/A	\$50
Concession permit	\$30 per day 1-9 days \$20 per day 10+ days \$450 per season	N/A	\$50 short term \$150 seasonal
Event Tent 40x60	\$1699.50 (estimated)	N/A	included in special event permit
Alcohol consumption	\$40 per event \$100 per season	N/A	N/A
Alcohol Catering	\$35 per event	N/A	N/A

**POLSON BAY GOLF COURSE
2019 SEASON PASS FEES NOTICE**

SEASON PASS PURCHASED BEFORE FEBRUARY 28, 2019

- *ADULT \$650
- *COUPLE \$1235
- MILLENIAL SINGLE (20-29) \$390
- *MILLENIAL COUPLE (20-29) \$740
- ^9-HOLE PASS PER ADULT \$535
- ^*9-HOLE PASS COUPLE \$1015
- +JUNIOR (14 & UNDER) \$65 (15-18) \$95 (19-22 w/student ID) \$125
(OUT OF COUNTY) \$125

*Couples are defined as two cohabitating adults residing in the same household
^Must pay the applicable 9-hole fee whenever playing the 18-hole course
+Must be a student in Lake Co. schools or the child/grandchild of a current pass-holder

ANNUAL FEES PURCHASED BEFORE FEBRUARY 28, 2019

- TRAIL FEE \$225
- CART PASS – SINGLE \$565
- CART PASS –ADDITIONAL SAME HOUSEHOLD \$210
- CART STORAGE – GAS \$470
- CART STORAGE – ELECTRIC \$540

PLEASE MAKE CHECKS PAYABLE TO: CITY OF POLSON
111 BAYVIEW DRIVE
POLSON, MT 59860

\$20 Per Person MSGA Handicap Fee Payable To: Wallace's Golf Shop
Additional Checks Sent To Same Address Please!!

PLEASE RETURN WITH PAYMENT

BY PAYING ANY 2019 SEASON PASS FEES, VIA MAIL OR VIA WEBSITE YOU ARE AGREEING TO AND UNDERSTAND THE CITY OF POLSON GOLF ROLLOVER POLICY. POLICY CAN BE FOUND AT WWW.POLSONBAYGOLF.COM.

Name _____ Phone # _____ Cell # _____

E-Mail _____

I agree and understand City of Polson Golf Rollover Policy.

Signature _____

Signature _____

CITY OF POLSON

CITY COMMISSION AGENDA ITEM SUMMARY

Agenda Item Number: 10 (MOTION REQUESTED) DONATING 6 GOLF SEASON PASSES TO CHARITABLE ORGANIZATIONS.

Meeting Date: September 16, 2019

Staff Contact: Pat Nowlen/Polson Golf Advisory Board

AGENDA ITEM SUMMARY: This agenda item requests City Commission follow the process set forth in the Polson bay Golf Course Charitable Golf Pass Policy, identified as City Commission Policy Number Golf – 2. This policy requires the City Commission to make the final determining decision in awarding 6 season passes to charitable organizations.

BACKGROUND: Polson Bay Golf Course gives away 6 season passes to non-profit organizations that have a Polson community benefit for them to raise additional funds. With increased demand for these passes, a new policy was created to take applications, evaluate the non-profit, and to require reports of funds derived from the passes and how those funds are to be spent in the benefit of the Polson community. The deadline for applying for the season passes was Sept 1, the applications were discussed at the September Golf Board meeting, and the Golf Advisory Board’s recommendation for the granting of the season passes will be given to the council for approval on the second council meeting in September.

ANALYSIS: The Golf Advisory Board has received more applications for Charitable Golf Passes this year than the six available. It will be up to the City Commission to give these golf season passes to the charitable organizations it deems most deserving based upon the Golf Advisory Boards recommendations. The Golf Advisory Board recommends giving only 1 pass to the American Legion instead of the two requested in order to be able to award 1 to the Special Olympics.

FINANCIAL CONSIDERATIONS: The financial impacts are minimal to the overall golf fund, because the Charitable Golf Pass policy states that the number of passes awarded will be limited to 6 a year.

STAFF RECOMMENDATION: Staff recommends following the recommendation of the Golf Advisory Board for donating season passes for charitable organizations

SUGGESTED MOTION: *I move to award the 2020 golf season passes to community non-profits in the following manner: 2 passes to the Polson Elks, 2 passes to the Polson Rotary, 1 pass to the American Legion Post 112, and 1 pass to the Flathead Lake Buccaneers Special Olympic Team.*

ATTACHMENTS:

1. City Commission Policy Number Golf -2
2. Letter from Golf Advisory Board
3. Letters of request (5)

City Commission Policy

Policy Area: Polson Bay Golf Course

Subject: Charitable Golf Season Pass Requests

Title of Policy: Charitable Golf Season Pass Policy

Effective Date: Aug 20, 2018

Approved By: City Commission

Resolution # 2018-

Policy Number: Golf - 2

Approved Date: Aug 20, 2018

Revision Date:

- 1. Rational or Background to Policy:** This policy has been implemented to establish very clear procedures and timelines to be followed by charitable groups when requesting donations of golf season passes from Polson Bay Golf Course and to establish procedures for the Golf Advisory Board in reviewing these requests.

- 2. Policy Statement:** The following policy guidelines apply:
 - a. All requests for donated season passes must be received by September 1st.
 - b. The Golf Advisory Board will review all requests and make recommendations for award to the city commission.
 - c. The Polson city commission will make the final award determinations.
 - d. Raffles must comply with Montana Rule 23.16.2602 (General Raffle Requirements).
 - e. Follow up report detailing charitable earnings is required post raffle/drawing for the golf course.
 - f. Maximum of 6 season passes (total) to be awarded annually.
 - g. Winners of donated season passes will be eligible for a full refund of pre-purchased season pass for the same year, or allowed to transfer won season pass to another person prior to use. Won season passes are excluded from the golf roll-over/refund policy.
 - h. Not all requests will be awarded.
 - i. Effective date of this policy is upon City Commission approval.

- 3. Procedures:** The following procedures will be followed when giving out golf charitable season pass(s):
 - a. Application forms are available at the Polson Bay Golf Course Pro-shop.
 - b. All requests for donated season passes must be received by September 1st.
 - c. All requests must be submitted to:
 - Polson Bay Golf Course
 - 111 Bayview Dr.
 - Polson Mt 59860
 - d. The Golf Advisory Board will review all requests and make recommendations for award to the city commission on the second Wednesday in September for the upcoming golf season.
 - e. The Polson city commission will make the final award determination on its second meeting in September.
 - f. Follow up report detailing charitable earnings is required post raffle/drawing. This report should include; method of fund raising, amount raised, contact information of

City Commission Policy

winners and how the funds will be spent to benefit the community. Information will be used to determine future eligibility for season passes.

- g.** The golf advisory board will make recommendations for award based on amount of money to be raised, the benefit to the community, reports from previous awards, and the relevance to the promotion of the game of golf, and the relationship of the charitable organization to the City of Polson, its citizens, and Polson Bay Golf Course.

ELIGIBILITY

Groups requesting golf passes must be a 501c(3) local organization that show funds raised will be used to benefit the Polson community.

SEPT. 11,2019

CITY OF POLSON

THE GOLF BOARD RECEIVED REQUESTS FOR 7 SEASON PASSES FOR THE 2020 SEASON. SINCE THE BOARD IS LIMITED TO 6 PASSES PER SEASON, THE BOARD BY A 6-0 VOTE ELECTED TO RECOMMEND THAT PASSES BE GRANTED AS FOLLOWS:

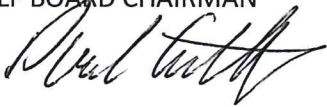
1 PASS TO THE SPECIAL OLYMPIC TEAM

1 PASS TO THE AMERICAN LEGION

2 PASSES TO THE POLSON ROTARY

2 PASSES TO THE POLSON ELKS

GOLF BOARD CHAIRMAN

A handwritten signature in black ink, appearing to read "Dave Cottington", written over the printed name below.

DAVE COTTINGTON

1 PASS

June 18, 2019

Dave Cottingham, Chair
City of Polson Golf Advisory Board
111 Bayview Drive
Polson, MT 59860

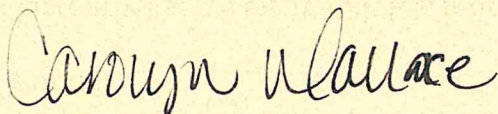
Mr. Cottingham:

My name is Carolyn Wallace, Local Program Coordinator of the Flathead Lake Buccaneers. The Flathead Lake Buccaneers are a local team serving special needs athletes in and around Polson. In order to have a Special Olympic Team we are required to pay for all of our own athletic equipment, practice facilities, instruction, uniforms, and travel to and from the Area Games, Bowling and State Special Olympic Games. For one athlete this cost is estimated at \$560 annually. Our team expenditures are funded solely through the kindness of individual and corporate donors. We also are active in our own fund raising efforts, the majority of which garnered with annual Chevy raffle ticket sales in cooperation with Special Olympics Montana.

Currently I serve eight athletes, most of which are living on low or fixed incomes. You are all familiar with my son Robbie and have contributed to his success as a Special Olympic Athlete. Know that our seven additional athletes have equally impressive accomplishments, as well as their own inspiring stories. Understand that although Special Olympics serve's our disabled population through athletics...we are so much more. Our athletes experience the power of inclusion through peer events, learn healthy habits and acquire the social skills necessary to navigate through life.

I have been made aware that the City of Polson generously donates Annual Golf Passes, specifically for fundraising efforts of 501 C3's whose work benefits our local population. I would very much like to be considered for a 2020 Golf Season Pass. Our plan is to use this season pass, as well as other donated items of similar value as raffle prizes. We will sell tickets and allow the winners to select the prize of their choice. We will hold the drawing by mid-January so that the season golf pass winner will know that they've won prior to the end of your Early Buy Discount Period.

Thank You So Much For Your Consideration,



Carolyn Wallace



American Legion Polson Hardwick Post 112
PO Box 515
Polson, MT 59860

August 27, 2019

Polson Golf Course
Polson, MT 59860

To Whom it May Concern:

The American Legion participated in selling 2019 Season golf tickets last year. We would like to participate again for the 2020 Golf Season.

The American Legion Polson Hardwick Post 112 made \$950.00 by selling tickets and we earmarked the funds earned towards the Veterans and Children's Foundation. This foundation provides vital support for military and veteran parents on unexpected financial crises and support the service officers in their tireless efforts to obtain care and due benefits and opportunities for disabled veterans and families.

We would like to participate again this year and add to the funds that supported such a great foundation.

Sincerely,

Dorothy Goodwin
American Legion Polson
Hardwick Post 112 Commander

Request for 2 passes ... same as '19

Post Office Box 922



Polson, Montana 59860

Polson Bay Golf Course Board;

Polson Rotary club would like to thank you, for your past support of our annual Festival for Youth fundraiser of which we have raised almost \$350,000.00 for youth projects and organizations in our community. Our relationship with Polson Bay Golf course has helped us raise almost \$35,000 for Youth Golf through this effort.

Your generous support of Rotary and our Festival for Youth Fundraiser has been deeply appreciated, and it is our hope that we can continue to include the donation of two season passes for Polson Bay Golf Course in our raffle prize for our 2020 Festival for Youth event.

Your consideration for the donation of season passes to Polson Rotary's Festival for youth project is appreciated.

Thank you,

A handwritten signature in blue ink that reads "Bret Richardson".

Bret Richardson

Polson Rotary, President elect

Charitable Golf Season Pass Request Form

Local organization requesting golf pass(s): MISSION VALLEY ELKS LODGE

Registered 501(c)(3)(8) Y N

Number of season pass(s) requested: 2

Purpose for pass(s): MISSION VALLEY ELKS SELLS RAFFLE TICKETS TO RAISE MONEY FOR MISSION VALLEY JUNIOR GOLF. IN THE PAST ~~WE~~ ^{WE} HAVE SUPPORTED THE ADVANCED JD CAMP FOR MANY YEARS AND THIS YEAR THE MONEY WAS USED TO HELP JUNIORS COVER COSTS FOR JUNIOR GOLF ON WEST COAST.

Expected revenue to be raised: \$ 1300-1400

Date of raffle/drawing: SPRING 2020

Organization contact: Name ROBERT BYERS

Phone number 406 270 7009

e-mail ROBERTBYERS@COURTESYTEL.NET

Notes: All requests to be received by 1 September. Submit to Polson Bay Golf Course (111 Bayview Dr.)

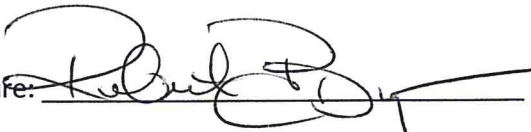
Golf board recommendations will be made in October for the upcoming golf season.

Polson city commission makes final award determinations.

Raffle must comply with Montana Rule 23.16.2602 (General Raffle Requirements).

Follow up report detailing charitable earnings is required post raffle/drawing for the golf course.

Maximum of 6 season passes (total) to be awarded annually.

Signature: 

Date: 9-1-2019