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AGENDA
REGULAR PLANNING BOARD AND ZONING COMMISSION
TUESDAY, MARCH 14, 2023 BEGINNING AT 6:30 PM
COUNCIL CHAMBERS CITY HALL

FOR ZOOM MEETING REGISTRATION CONTACT CITY CLERK BARB STAALAND AT (406) 892-4391 OR VIA EMAIL: STAALANDB@CITYOFCOLUMBIAFALLS.COM BY 6:00 PM

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES:

1. Approval of February 14, 2023 Meeting Minutes

VISITOR OR PUBLIC COMMENT: (An opportunity for the Public to comment on any items not on tonight's agenda)

PUBLIC HEARINGS AND ACTION:

2. The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, March 14, 2023 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on April 3, 2023 starting at 7:00 p.m. in the same location.

Conditional Use Permit – Sports Bar and Casino:

A request by J & L Golf, Levi LaPrath and Jarred Griffis to open a sports bar with a casino of up to twenty gaming machines. The building in question is located at 605 Nucleus Avenue, Unit B, currently a Hair Salon. The property is zoned CB-4 (Central Business) District and the zoning ordinance requires a Conditional Use Permit for new casinos while bars and restaurants are permitted uses. The property is described as Lots 1 and 2, Block 45 of the Columbia Falls Original Townsite located in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Persons may testify at the hearings or submit written comments prior to the meetings. Written comment, including commenter's physical address, may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Columbia Falls, MT 59912. For more information on the conditional use permit contact Eric Mulcahy, Columbia Falls City Planner at 755-6481.

A. Adopt Staff Report CCU-23-01 as Findings of Fact

B. Recommend approval of CUP to City Council

ADJOURNMENT

Next Regular Planning Board Meeting – April 11, 2023

CITY OF COLUMBIA FALLS
PLANNING BOARD AND ZONING COMMISSION MEETING MINUTES
HELD FEBRUARY 14, 2023

REGULAR MEETING – 6:30 PM

Chairman Vukonich called the meeting to order at 6:30 PM

PRESENT: Vukonich, Nelson, Smith, Byrd-Rinck, Lundgren, Duffy, Kavanagh and Singer
ABSENT: Shepard

Also present: City Manager Susan Nicosia, Contract Planner Eric Mulcahy, City Attorney Justin Breck, Police Chief Clint Peters, and Public Works Clerk Caleb Sobczak

APPROVAL OF MINUTES:
Approval of January 10th, 2023 Regular Meeting Minutes
Motion made by Kavanagh to approve the January 10th, 2023 minutes as presented, Seconded by Singer, and the motion carried.

VISITOR OR PUBLIC COMMENT: (An opportunity for the Public to comment on any items not on tonight's agenda)
Matthew Padgett, 220 Larch Ridge, Columbia Falls, said in his opinion too many units have been approved in Columbia Falls in the last 3 years. He believes that there has been 42% growth in 3 years when the Growth Policy states there will be 25% growth in 10 years. Mr. Padgett is concerned with increased population and how it will affect traffic and jobs in the community.

Scot Schermerhorn, 1042 Waters Edge Way, Columbia Falls, said the City has an extended service plan that is dated 2001 and urges the Board to take a step back and update the plan.

PUBLIC HEARINGS AND ACTION:

Contract Planner Eric Mulcahy presented Staff Report CPUD-23-01 as Findings of Fact. RH2 LLC is requesting an amendment to a previously approved Planned Unit Development overlay for the property located at 812 4th Ave West. The original PUD allows nine residential units and three commercial spaces in two buildings on a half-acre parcel. The amendment would replace three commercial units with three residential units for a total of twelve residential units. The three-story buildings will meet the setback and height standards of the CB-2 (General Business) zoning district. Previously there was a variance to the parking requirements and that has now been removed providing the 24 required off-street parking spaces. The project complies with the 30% open space requirement. The property is described as Assessors' Tract 8AA (Parcel B of COS 12484) in the SW1/4 of Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County. There are no deviations requested in the application. Staff is recommending approval of the amendment subject to the 13 conditions of approval.

Duffy inquired if there was discussion on the previously proposed commercial space. Mulcahy answered it was low impact office space, not necessarily retail. Duffy inquired about maintaining vegetation and tree growth on the property. Mulcahy answered the applicants will address that.

Singer asked if these units will be for purchase or rentals and if they will be short or long term? Mulcahy replied the applicant will elaborate on that aspect.

Jesse Hafen representing Dahlin Group said the project is broken into 2 buildings, the northern building consisting of 5 three-bedroom units and the southern building with 7 two-bedroom units. They will leave most of the vegetation on site, especially the big tree in the northeast corner. Each unit will have 2 parking spaces for a total of 24 parking spaces.

The garage is the first floor, the second floor is for living area and the third floor consists of bedrooms. The texture of the building is used to break up the mass and hit the bridge between commercial and residential.

Singer asked what the intention of the rental units were. Hafen responded that they will be long-term rentals; this is the plan of the owner.

Byrd-Rinck stated the application says great care has been taken to maintain the existing mature trees, and asked if the other trees will be considered as well? Hafen said the trees shown on the site plan are the trees they are intending to keep.

Kavanagh asked about the sidewalk, will there be a boulevard as the renderings show? Hafen responded yes that is what is planned as the old sidewalk is in need of rebuilding. Kavanagh asked if the applicant would speak to snow storage on-site. Hafen said there will be snow storage areas on either side of the project. Kavanagh inquired if they would be alleviating any of the runoff onto adjacent properties with swales etc. Hafen responded in the affirmative they will retain their own water on-site. Kavanagh asked if there was a turning template done in this project for firetruck access. Hafen responded in the negative.

Vukonich asked Mulcahy about the layout of the project and how it bears a resemblance to the Habitat for Humanity project near Truck Route and if City Staff noticed any problems for snow removal or ingress/egress? Mulcahy answered the Habitat for Humanity project has a 1-way street which is much narrower, this project, has 20 feet of roadway and allows for two-way traffic. The applicants will be required to go through the City's approval process and the DEQ approval process to determine stormwater detainment on-site.

Kavanagh is seeking clarification if the site review by the Fire Chief Weeks was for this project or the previous layout. Mulcahy answered the site review is for the current layout and the Fire Chief did not have any concerns about the turn radius or the configuration throughout the project. Hafen stated when these are typically designed, they have the fire truck in mind but they have not tested it.

Chairman Vukonich opened the Public Hearing at 6:57 p.m.

Matthew Padgett, 220 Larch Ridge, Columbia Falls, said with the approval of this project he believes there will be 52% growth increase in 4 years, not 25% in 10 years since Columbia Falls is already at 42% growth in 3 years. Mr. Padgett is concerned with jobs and school vacancy.

Shirley Folkwein, 285 Shooting Star Drive, Columbia Falls is speaking for the Flathead Neighborhood Association and they support the project. This is where multi-family housing needs to be, within the city limits on the west side of the river said Folkwein.

Manolo Victor, 354 Kelley Road, Columbia Falls, said in his opinion the schools do not have funding to support additional children. This is a good location for multi-family but there is too much growth for the City to handle without addressing its infrastructure.

Lori Gaye, 674 12th Ave WN, Columbia Falls, wondered about accountability and having a 25% growth plan and city infrastructure.

Tom Pullen, 819 12th St W, Columbia Falls, said he recently took a tour of the new elementary school and it is state of the art with unused room planning for growth. Mr. Pullen does not believe these houses are not in character for the neighborhood. Traffic, parking and more people may be an issue.

Sharon Dunigan, 430 3rd Ave W, Columbia Falls, stated she works for the School District. She sees more and more people shoved out of their homes because of developments like this and believes this type of building is not Columbia Falls. Ms. Dunigan believes the area is overcrowded and roads are not maintained.

Mike Robertson, 1205 10th Ave W, Columbia Falls, says his property taxes have increased for infrastructure reasons. He wonders if the new people will be paying the same amount of property taxes he is paying, or will he be paying additional taxes for the people in these buildings.

With no further Public Comment Chairman Vukonich closed the Public Hearing at 7:14 p.m.

A motion was made by Nelson to approve Staff Report #CPUD-23-01 as Findings of Fact, seconded by Lundgren.

Byrd-Rinck inquired on how much the rental units will rent for. Hafen answered that it has not been determined yet, but the focus is for families who will work in town.

A motion was made by Lundgren to add condition 14 to the PUD stating no short-term rentals will be allowed, seconded by Kavanagh. A roll-call vote was performed with all present voting AYES.

Duffy does not know the max density of this area but prefers to see this lot developed rather than remaining empty; it is a good area for development. Duffy also mentioned he would like to see a bike rack on site. Mulcahy said there is no max density in the CB-2 zone. We don't usually see residential in CB-2 but the PUD allows flexibility to determine if the use is appropriate.

Kavanagh commented this growth is what they want to take on being infill in the City, there are municipal services there and it is a vacant lot.

Byrd-Rinck asked the applicant if he could clarify how long the long-term rental periods would be. Hafen answered that the city defines that. Mulcahy answered the City regulates rentals over 30 days as long-term, and under 30 days, short-term.

Singer asked the applicant if the developer is considering selling the units. Hafen answered he does not have a direct answer, but the plan is for long-term rentals.

A roll-call vote was performed to accept Staff Report #CPUD-23-01 as Findings of Fact. All Board Members present voted AYES.

A motion was made by Duffy to recommend approval of the PUD with 14 conditions as amended, seconded by Kavanagh. Motion passed with all present voting AYES.

City Planner Eric Mulcahy presented Staff Report CZC-23-1 and CPUD-23-02 as Findings of Facts. The applicants, Twin Peaks Farms, LLC, High Country Land and Cattle (MT) LLC and 500 River Partners LLC are requesting a zone change for property located at 7030 Highway 2 East and 500 River Road in Columbia Falls. The properties are currently zoned CSAG-5 and CSAG-10 (Suburban Agricultural) with a 5 and 10 acre minimum lot size. The proposed zoning is a CR-4 (Urban Residential) zoning, with up to 8-units per acre. The two properties total approximately 22.5 acres and are located just east of the bridge over the Flathead River. The properties are described as Parcel 1 of COS 16981 (Assessor's Tract 3FB) and Tract 1 of COS 16958 (Assessor's Tract 3F) of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County.

The applicants are also requesting a Planned Unit Development in the Columbia Falls Zoning Jurisdiction; the urban scale development is located at 7030 Highway 2 East and 500 River Road in Columbia Falls. The project consists of 180 residential units (99 single family attached units and 81 apartment units. The gross density of the project is 7.9 units per acre. The applicant is proposing 12.21 acres (55%) of the site as park and open space. With the project, the applicants are proposing to extend Columbia Falls Water and Sewer service to the site. Other than the clustering of density and the density bonus provided by the PUD regulations, the applicant is not requesting any deviations. Annexation of the property will happen subsequent to the approval.

The project was reviewed for the large building standards although it is not required to ensure it is providing the architectural elements zoning regulations. Stormwater will be managed on-site with treatment. Any subdivision approval in the State of Montana requires approval by the municipality and the Department of Environmental Quality. Private streets are proposed inside of the project, with two accesses onto the Highway. These accesses will need approval by the Montana Department of Transportation. If the Board chooses to approve the Zone Change and PUD with the conditions, those conditions create the contract with the developer by the City and the developer will need to comply with those conditions before moving forward. The applicant provided street cross sections that detail the 20 feet required for two-way traffic with detached sidewalks on one side and attached sidewalks on the other side. This is a for rent project so all of the units would be for rent and the applicants have offered to make all of these units long-term rentals, there is a condition already present that restricts short-term rentals. Parking analysis has been performed and the applicants are more than meeting the requirements and have provided guest parking throughout the site and at the clubhouse there is public parking to utilize the river frontage for access. The Traffic Impact Study did an analysis on the level of service for this project and there was no drop in service with the exception of the west bound approach going from a B to C at the peak traffic hour. The floodplain is confined to the river and adjacent to the river but there are several wetlands in the project. The developer has designed the project to stay out of the wetlands except for one crossing. For that crossing they need to obtain a permit from the Army Corps of Engineers. The man-made pond in the south east corner of the property is being preserved as open space. A geotechnical analysis was performed on the property and the Civil Engineer for the project has determined that this property is suitable for conventional construction. The applicants will be looking into a more detailed geotechnical plan upon approval. Staff is recommending approval of the project subject to the 24 conditions. Mulcahy read the 24 conditions for public benefit.

Singer mentioned she did not see any school bus locations in the subdivision. Mulcahy replied the City received a letter from School District #6 stating they can provide bus service. Mulcahy said the Planning Board can add a condition stating they must add a bus stop for the project, wherever the School District prefers.

Lundgren asked if city services were run under the river if the capacity would be just for this development or would there be capacity with future development on the east side of the river. Mulcahy replied it would be designed to be utilized for future expansion.

Vukonich asked about recommendation number 10, saying this project, unlike recent past projects, does not mention a traffic light. Mulcahy said the TIS for this project itself does not necessarily warrant a stoplight. But MDOT must still perform the System Impact Analysis and should MDOT disagree with this analysis and a traffic light is required the applicants will have to install one. Vukonich stated on page 122 of the provided TIS the date the data was provided to MDOT was Wednesday, July 21st 2021. Traffic has increased since 2021 and Vukonich questions the validity of the TIS. Mulcahy answered the trips on that day were well in excess of the average volume for the year but he will let their engineer address it more specifically. Vukonich inquired about recommendation number 19 and would like clarification on how the city will manage those parking spots. Mulcahy answered the parking spaces are still in the project which is private property, if someone is abusing the public parking spaces the owner has the power to ask them to leave. Vukonich wondered if they could condition the usage of those spaces to certain hours. Mulcahy answered in the affirmative.

Kavanagh sought clarification on the owner of the existing right of way. Mulcahy answered MDOT owns the spur that is going into the property. The applicant realizes their project hinges on the ability to acquire the land from MDOT. If they cannot accomplish that they cannot meet condition 1. Kavanagh wondered if the City has any design guidelines for wetland setbacks. Mulcahy answered we do not, nor does Flathead County.

Duffy asked Mulcahy if he knew of a culvert from this property underneath Highway 2. Mulcahy replied he believes there is likely a culvert underneath the highway but does not know the direction of the flow. Duffy wondered if the wetlands can tolerate the runoff from stormwater. Mulcahy said this is one of the reasons why the project needs to go through the DEQ stormwater review. Mulcahy said a subdivision cannot release stormwater at greater than predevelopment rates and DEQ will look at the water quality and may require bio treatment or mechanical treatment. Duffy is also concerned about the report from the Army Corps of Engineers on jurisdictional determination saying the new determination needs to be made after 5 years. Would this require a whole new determination since it was written May 30th of 2006. Mulcahy answered this is why there are two conditions of approval for project review of the wetlands.

Vukonich inquired upon PUD approval would the property be annexed immediately, and what happens if this project is cancelled after approval. Mulcahy said once a property is annexed it typically stays annexed and would remain part of the city, but it can always be develop at a lesser density.

Kavanagh asked City Staff if they could give a summary of the water and sewer capacity. City Manager Susan Nicosia responded saying City staff is currently working with both water and sewer project engineers. Nicosia noted that there is not a single number that determines wastewater treatment plant capacity. There is a discharge permit number that is commonly used based on million gallons per day (mgd) discharge. The current plant design capacity is .71 mgd and we are currently operating at .44 mgd serving approximately 6000 people. The last few years our plant's flow (mgd) has decreased 1% per year but the strength has increased. In the project that is underway now we are adding additional carbon that is treating the strength and will add an additional .21 mgd. This project would get the City through the 2028 projections. The City is currently working on phase 2 and 3 of the 2018 preliminary engineering report and phase 4 is an additional bioreactor. In regards to water the city has added a third well and has water right capacity to be pumping approximately 70 million gallons per day. The city is currently operating at about 55% of that. Along with the water preliminary engineering report we have taken an aggressive stance on leak detection, repairing two mains and several service lines that resulted in a 12 million gallon/month savings. Kavanagh asked when the improvements to the treatment plant will be completed. Nicosia replied that since the current improvements are funded by ARPA funds, they will be completed no later than December 2024. The bioreactor project will start shortly after the Growth Policy update and the water and sewer PERs are updated in 2025.

Vukonich asked how city services would get to the project after boring under the river or under the bridge if there would be a split for future development. Mulcahy answered currently city services are at 3rd Ave. E. across from OHS' Body Shop and Iron Fitness, these services will be extended to the river. Mulcahy is not sure what side of the highway the boring or suspension would take place. They would extend to the furthest extent of the property and most likely there would be a provision for a T at an intersection of the project.

Singer asked about recommendation number 10 and 12 regarding not requiring a traffic light but having a pedestrian crosswalk across the highway. Mulcahy answered right now there is not a pedestrian access on the north side of the highway. Getting pedestrians across the highway would also require a permit from MDOT and is determined by MDOT. Singer asked if there was a possibility of putting a walkway under the bridge. Mulcahy said the Planning Board could add a condition to explore it.

Chairman Vukonich invited the applicant to give their presentation at 8:17 PM.

Rishi Kapoor with Location Ventures said they had conversations with local stakeholders and collaborators. They met with hundreds of people in the Flathead over two years. They heard two things the most, a desire to address the housing problems and being respectful to what makes Montana, Montana. They are bringing this project forward to help address these problems. They picked this area because it is part of the Growth Plan where a certain density and realistically lower cost of land so they can achieve lower price points. They believe they have tastefully designed a mostly single-family community that is mostly green and open space with access to the river. The current plan is to bring over 100 million dollars in investments to Columbia Falls, including paying for additional infrastructure. With that brings jobs and circulation in the local economy along with an increased tax base.

Patrick Barkey, Economist and Director of the Bureau of Economic Research at the University of Montana is in attendance to share insights on the Flathead County housing market. He performed an analysis of the market at the request of Location Ventures. The economy of Flathead County has the highest growth in more than 20 years and the second highest of any county in the state. There is a surge of in-migration to the county that has even predated the pandemic. The income of new arrivals from other states is significantly higher than those who have arrived from other places in Montana. This has put a lot of stress on the housing market, strong demand and limited availability has pushed prices up nearly 60% in the last few years. As recently as 2017 the median household income could afford the payment on a 30-year mortgage loan on a median priced home without spending more than 25% of their monthly income. This has changed and now in 2022 a median household income can only afford to make half the payment on a median priced home. There has been more growth in housing than there has been population growth but in the 2010s this pattern reverses. Before the 2000s income and housing were growing together but now housing price growth has surpassed income growth every single year. According to their analysis there is a deficit in housing leading to price growth and inhibits housing options. They have done a projection of how many people they expect to move to Flathead County in the next 11 years and what kind of growth there will be in the decade plus. They think Flathead County needs to add 1500 new housing units of all kinds and all price levels each year for a total of 15000 units by 2032. This kind of construction is needed to restore the balance. People are skeptical about more housing being built and the prices of houses falling because demand is also increasing and regulation is restricting supply making housing more expensive. In summary Flathead County economy will grow, housing affordability has deteriorated, there is ample evidence that supply has not kept up with demand. Efforts to address affordability without addressing the supply deficit are unlikely to succeed.

Frank Aster, Single Family Homes Division President for Location Ventures, said homes are meant to serve different types of families at different stages in their lives. The development is mostly single family attached homes with a front and back yards and a garage. There are also apartments for people with different needs. Homes are designed with traditional and contemporary architectural designs. They will offer 2-4 bedroom homes for new and existing families and the apartments will offer 1-3 bedrooms. They are addressing the missing middle of housing, townhomes and small apartment buildings. To the west of the site is the Highline Apartments and there is very little vacancy there which shows the type of housing in demand for the area. There is a neglected market population in this community that wants these sorts of homes. He believes this is an appropriate place for this type of use. They intend to create buffering for residents from the highway with various plant species. Around the clubhouse there will be a dog park and a family park with a playground. There is access space available between the clubhouse and the river not just for residents but for the public as well. There will be a bike path connected to the Gateway to Glacier Bike Trail and a pavilion that can be accessed by bikers with tools and pumps. They are open to different ways to design the area for wildlife movement and a safe place for humans. There will be mostly natural open space and an area around the clubhouse that will be maintained for the park and trails. These homes are for people who are already here that need homes.

Mark Rohweider, Civil Engineer licensed in the State of Montana and working for KLJ Engineering said the applicants are requesting an urban residential zoning, CR-4, with a maximum of 8 dwelling units per acre. With this zoning they can provide some of this missing middle of housing needs. There will be no short-term rental options in this development. About 55% of the property will be open space. This development exceeds the minimum requirement for parking and there are 36 extra spaces for guests to visit residents. Near the clubhouse, which will be private and only for residents, the 25 spaces are available to the public to park and access the river or the bike trails. There will be two access points to the development. At the western access they are proposing to move River Road to the east away from the bridge for safety and environmental concerns. The eastern access is a current access to the highway for the eastern property. The traffic impact study was started in 2022. The traffic impact study is the beginning of a long process with MDT, there is additional studies of traffic and access that will happen. Treatment of stormwater will be on-site. There will be hydrants inside the entire development. They have been provided a letter from the Corps of Engineers who have reviewed this area and have updated jurisdictional determination.

Chairman Vukonich called a recess at 9:03 p.m.

Chairman Vukonich called the meeting back into session at 9:16 p.m.

Lance Thomas spoke for the applicants about city services crossing the Flathead River. He said there are thousands of utility pipelines in the US crossing rivers. These crossings must be safe for the public and the environment so they go through certain design and operation steps. 99% of pipeline crossings go under the river. Over the last 20 years the method of drilling is the exact method proposed here. Boring under the river puts the pipeline out of harm's way and keeps the lines from freezing. To address the challenges, you will need a thorough geotechnical investigation and possibly a geophysical investigation. The pipeline can be installed very deep with directional drilling to mitigate scouring. To address leakage, you need to select a material that is twice as strong as it needs to be. Inspection of every joint and hydrostatic testing occurs on the pipe before installation and after installation a caliper tool is run through it to make sure it is not damaged in any way. After installation another pressure test is performed to ensure it will not leak during its service life. Inspection at regular intervals must occur so you can identify if deterioration is starting to occur and replace the pipe before it becomes a problem.

Vukonich asked if there is pipe within the pipe on the pipelines. Thomas answered the ideal material for these pipes are probably high density polyethylene. Mr. Thomas said there is an 8-inch gas line currently suspended from the bridge belonging to Northwestern Energy. The pros to suspending utilities from the bridge lower the cost of installation. Technically you are nowhere near the river and can do the work from on the bridge, as well as easier access for maintenance with the option of visually inspecting the line. Challenges to suspension are you are exposed to the weather and the lines need to be kept from freezing with heat tracing that needs to be powered. Unplanned power outages would be unacceptable and they would need backup power. There would also be a higher maintenance and lifecycle cost, which would be borne by the users of the system. When the bridge needs to be repaired or modified these lines may have to be moved.

Duffy asked if the line is bored under the river would there be opportunity to video inspect the line after it is in place. Thomas answered that the short answer is yes and it can be performed periodically. In pressured lines the general inspection done uses electronic PIGS that are pushed by fluid or compressed air or pulled by a cable.

Singer asked how a leak is detected if the line is under the river. Thomas answered that you monitor the volume going in and out and if the two do not match you check for a leak. You would meter upstream and downstream of the crossing to avoid variances in usage by customers. Singer asked how to repair a leak. Thomas answered you would put in a new crossing. You are monitoring for deterioration and you would plan on replacing the line before a leak.

Vukonich asked what Thomas would estimate the life expectancy of a water and sewer line. Thomas answered that if the pipe is high density polyethylene, as long as it is never exposed to ultraviolet light and the system is not over pressured the life expectancy is forever. The design would be for at least twice the pressure there could be. Vukonich asked about the guarantee the city would get for this pipeline. Thomas answered it is a contract issue that would need to be negotiated.

Singer asked the applicants where they went to get the opinions of residents and who they spoke to. Kapoor said they met with the local Chambers, Rotary Club and some advocacy groups. Frank Aster clarified they are not implying that there was any collaboration or support; they met with Flathead Neighborhood Association, the Flathead Land Trust, Fish Wildlife and Parks and Gateway to Glacier for information gathering, introduction and feedback for incorporation into their application. Singer does not believe the values of the homes in this community will go down and does not know if we are having a massive influx of new people they believe is happening. Kapoor answered that they will have market driven pricing around $2 per foot, a 600 square foot studio would imply a rent of about $1200 a month. They will provide units up to 2100 square feet. They want to give people the choice of having multiple unit sizes.

Byrd-Rinck asked the applicant about their intention to rent all units. Kapoor replied yes that is the intention but they are open minded to a hybrid path of offering sale of stock in the various units, such as owning 50% and the developer retaining 50% but the market will decide. Byrd-Rinck sought clarification that no one in this development will be able to build equity since they do not own the units. Kapoor answered that owning a portion of the unit would allow them to build equity. Byrd-Rinck inquired on the length of leases. Kapoor answered they want the longest lease possible since they are not seeking short-term rentals. Byrd-Rinck also wondered if there would be any retreat type rentals for 4-6 months for seasonal or traveling workers. Kapoor replied no, the intent is to provide housing for locals. Byrd-Rinck asked in the 2-3 bedroom apartments if they will be renting them out room by room. Kapoor answered no it would be a lease for the overall unit, if someone has a roommate that would be their responsibility. Byrd-Rinck asked about the maps on page 76, 78 and 152 showing the proposed wildlife corridor. There are benches, trails for the public and streetlights where the wildlife will go and on page 152 there are structures there. Kapoor answered that the wildlife corridor is a recent conversation and they wish to work with experts in that field and it has not been fully thought out.

Vukonich asked if they are willing to give up some of their density for the wildlife corridor. Kapoor said we are still in discussion and this conversation came up very recently. Vukonich asked Barkey if his research in other communities has experienced this sudden growth and how they found the revenue to bring the infrastructure up to the level that is needed. Barkey answered the approach of some is to push the cost to developers. It is not a problem no community has been able to solve. Federal ARPA funds for municipal services have helped but many systems are still broken.

Nelson asked about the article in the Flathead Beacon about the applicants claiming to be working with Fish Wildlife and Parks and the Flathead Land Trust but those groups said that they are not working with the applicants. Aster answered that there was an unfortunate use of the word partner, the interactions have happened but they used the word partner as more of an aspirational term but the intention is to collaborate. Nelson wondered what the dedicated housing was. Kapoor answered they wish to earmark a certain percentage of the units for certain trades who are unable to find other housing in the area, such as teachers. The underserved groups would be able to apply for the units first before others.

Kavanagh asked if there has been any thought given to the extent of the setback from the wetlands, as some of the units seem to be right on the wetland boundary. Rohweider answered the first step is to identify the wetlands and this scale is at more of the pictorial and the layouts would be adjusted. Kavanagh said currently there is no standard for the setback in place but can you speculate on what that will be for you. Rohweider said he does not know specific numbers but our approach is to protect the wetlands. Kavanagh asked about the boring logs experiencing static ground water at 2.2 feet, can you speak to how you plan on grading and dewatering the site as well as what foundations will be present. Rohweider said it will be part of the next geotechnical investigation if this project goes forward. Kavanagh appreciates the renderings but most of the trees shown are falling on MDOT right of way, how you intend on buffering from the highway. Aster said the render is representational and they will work in any way on a buffer and ultimately will be communicated in the landscaping plan. Kavanagh asked about the main lines coming from the previous development. Rohweider answered it was shown coming from the previous development but now they can change it to coming from where the lines cross the river. Kavanagh noted that they are demonstrating being able to bring city services across the river with fewer units than the previous developer, is the loading sufficient for this? Aster answered that based on the estimates done by their civil engineer they are comfortable with the cost.

Vukonich asked about the outflow further upstream and if it was part of the property and if it is part of the wetland. Rohweider answered in the negative and does not believe it is part of the wetland.

Chairman Vukonich opened the Public Hearing at 10:09 PM.

Scot Shermerhorn, 1042 Water Edge Way, Columbia Falls. Believes this is all apartments, but the zoning is for single family. They say it will take at least 4 years to build with the homes close to the access point built first and the rest will not be built. They misrepresented communications and are not being authentic. The TIS does not mention River Road and could create a major traffic problem.

John Naismith, 516 Pemble Drive, Columbia Falls said he is opposed to the development. This will further erode the quality of life in the community with more people and less recreational opportunities.

Matt Padgett 220 Larch Ridge, Columbia Falls. Apologized for previous remarks as he thought the previous comment period was for this proposal. Mr. Padgett said in the city and applicant presentations they never address statistics. For the sewer and water under the river the applicants say it will never fail, if that’s the case why not accept financial liability? Sewer usage rates are at about 50% capacity with the approved growth we have already gone to full capacity.

Vukonich asked staff if they could give the Board their views on the statistics presented because as he understands they are not accurate.

Nicosia replied the Council will be hosting a workshop on February 27th, 2023 at 6:30 p.m. to review the Growth Policy and statistics according to what has been approved and calculations pursuant to state and federal regulations. Looking at the numbers the City does not come close to 42% but Council will do a deep dive into growth.

Daniel Selliger, 439 Rogers Road, Columbia Falls stated he keeps hearing developers say working class, affordable and attainable and believes it is wrong, he believes there are more homeless because people cannot afford the current prices. He is opposed to the development.

Luci Yeats, 315 Shooting Star Drive, Columbia Falls, said in 2006 there was a zone change request for this property from CSAG-10 to CR-3 and it was denied by City Council. In the minutes from a public hearing on the Growth Policy in 2005, she asked if any ground proofing had been done on the property in question and the then City Manager Bill Shaw replied not really. No one considered the ground water, density, or wildlife. Ms. Yeats finds the application incomplete. The NRCS soil survey maps say this area is not suitable for buildings. This could be mitigated but at what cost to the environment said Yeats.

Shirley Folkwein, 285 Shooting Star Drive, Columbia Falls, is representing the Upper Flathead Neighborhood Association. Said the wetlands on the south side of the highway flow year-round through a culvert to the north underneath the highway through a buried pipe in the field the developers plan to dig up. This field is a wildlife corridor. We are here to look at the zoning and this project does not fit with the character of the neighborhood and will overcrowd the land. The previous comments from the Planning Board about River Highlands saying it does not fit the neighborhood and is too dense can be applied here as well said Folkwein.

Darcy Thomas, 612 Sylvan Court, Kalispell, is the Vice President of the Flathead Autobahn Society. Montana Fish Wildlife and Parks with help from the River to Lake Initiative Partners brought in around 9 million dollars to secure Columbia Falls Aluminum Company lands south of the river. This area was purchased to secure protection of wildlife and lies about 500 feet from this proposed high density development. They obtained the Badrock Canyon Wildlife Management Area approximately a year ago and have not had a chance to do a lot of bird surveys in this area. With the 10 surveys done 91 bird species have been identified, these numbers will increase. All these species need connectivity; this development will block the corridor the wildlife needs said Thomas.

Anne Scott-Markle, 520 Badrock Drive, Columbia Falls. The Growth Policy was completed in 2019 before the big flood of growth into the area and now it is outdated. Scott-Markle asked if the Board has thought about a moratorium for zone changes until a new Growth Policy is in place. Who do we want to encourage coming to this community when we grow. Families with children and working people who want to live, rent and buy houses here, we need the diversity. You do not get it back the wetlands and farmland when you remove it.

Jeannie DeCarlo, 9 Cedar Pointe Loop, Columbia Falls, said it was valuable for her to stay at the Highline Apartments due to the affordability before purchasing her home. The proposed development has similar parks that she liked about the Highline Apartments. DeCarlo asks the Board to support common sense and reasonable housing projects that help reduce the gap between population and available housing. It’s important to remain a welcoming community that embraces growth and ensures places to live.

James Druyvestein, 4196 Columbia Falls Stage, Columbia Falls, believes this proposal is not sensible growth. People are moving here because there is space to live. This zone change does not give reasonable consideration to the character of this district. 54% of the development is open space, but that area is a lot of marsh and wetland. The sewer and water under the river is still an issue. The city cannot maintain what they have and does not need more roads. None of the rivers that have pipes underneath them are attached to a federally protected wild and scenic river system. Freestone Rivers cannot be relied upon to contain a sewer pipe said Druyvestein.

Jacqueline Demongin, 4250 Columbia Falls Stage, Columbia Falls, said she is aware of the housing task force encouraging cities to approve zone changes to help with the housing crisis. Demongin asked who chose to include river front property in the Growth Policy, it was not the people. This zone change will cause congestion with or without a signal light and will change the character of the district. Demongin does not believe any developments belong along the river.

Courtney Stone, 225 Rogers Road, Columbia Falls, said in August of 2020 Montana Fish and Wildlife Commission endorsed a proposal to partner with Flathead Land Trust to purchase 800 acres from CFAC as a conservation project. It was fully funded a year later and went through conserving that property by the end of 2021. This development will dramatically affect the Badrock Canyon WMA that is 525 feet from this proposed development.

Maggie Fullerton, 225 Rogers Road, Columbia Falls, is worried with the zone change there will not be much wildlife left in the area. Fullerton is also concerned with the impact of this amount of people so close to the river.

Glenn Wehe, 267 Rogers Road, Columbia Falls, said the developer doesn’t know where the wetlands or water is and how it percolates. Mr. Wehe is opposed of the development.

Eleanor Smiley, 2950 Columbia Falls Stage, Columbia Falls, said growth is inevitable but you can control how it is done. Ms. Miley is opposed to this development and is concerned with the increase in light pollution, city services crossing the river and our school system.

Evon Heaser, 160 Nucleus Avenue, Columbia Falls, said the developer is requesting going from agriculture land to an urban designation. Ms. Heaser is concerned with traffic issues and the wildlife corridor.

Fred Haas, 4188 Columbia Falls Stage, Columbia Falls, asked if single parents with kids working multiple jobs could afford these apartments. There are too many houses for the amount of space that is being developed. Can the water system handle the increase in population as other developments come in? Traffic is another concern Mr. Haas has due to the amount of existing traffic.

Phillip L. Matson, 1125 Raven Lane, Columbia Falls, said he is opposed to the proposed development. Tract 3FB was recently rezoned in 2021 from CSAG-10 to CSAG-5 with the purpose of splitting the property so the applicant can build a house for himself and his son. This development is to build a mini town. The Growth Policy did not envision a project of this density and this development will add stress to infrastructure along with congestion. Mr. Matson believes 100% of the wetlands will not be preserved as stated and may become compacted during construction.

Geri Cochrane, 163 Tumbleweed Trail, Columbia Falls, is concerned with what kind of wildlife corridor will be left after the development is complete.

Jerry McLaren, 293 Bench Run, Columbia Falls, stated the Planning Board has a lot to protect in this area as this development serves the developer not the people. Be ready to address questions if the development gets approved, you have a hard decision to make.

Ruth Clawson, 355 Rogers Road, Columbia Falls, said the development doesn’t fit the character of openness in the neighborhood with three story buildings. Neither proposal of drilling under the river or suspending services from the bridge is a good idea as both have the possibility of failure.

Gary Hall, 140 Steppe Lane, Columbia Falls, said under statutory criteria in zone changes, 7 of the 11 do not conform. There will be overcrowding of the land. Under the PUD, 8 of them do not conform. There was not reasonable consideration to the character of the neighborhood. There will be impacts on the wildlife. The extension of services will add expense and maintenance needs and is discouraged. Page 56 of the Growth Policy says that the development of the Growth Policy is an ongoing process to keep abreast of changes and the thinking of the community. There is a need to revise the Growth Policy.

Chairman Vukonich closed public comment at 11:11 PM

A motion was made by Nelson to accept Staff Report CZC#23-01 as Findings of Fact, seconded by Duffy.

Smith asked City Staff about recommendation number 24 of the PUD, if approved the property would be annexed by the City. Mulcahy answered that the applicants have an application for annexation; if the application is approved by the Board the property will be annexed.

Duffy is perplexed about how the density is calculated with 22 acres and the number of units planned and how it came to 7. It seems to him that acres that are underwater or soggy are being counted. Mulcahy answered that in the PUD regulates density based on gross acreage of the property.

Vukonich said the requested zone change would allow up to 8 units per acre and the application is for 7.9. Mulcahy answered for clarification the requested zone of CR-4 does not allow for 8 units per acre it is the PUD that allows additional density but the Growth Policy caps it.

Kavanagh has concerns about the number of questions that he has pertaining to the nuts and bolts of this project. Mitigating the problems faced in developing this type of land is possible but that does not mean it is the right thing to do. There are a lot of unanswered questions in regards to groundwater and wildlife corridors that make it difficult for him to say he is doing his due diligence. Kavanagh agrees we need housing in the community but is concerned as a teacher about the school system and the cost of these rentals. Does not see that it reflects the neighborhood or does not promote overcrowding of the land and when they were developing the Growth Policy they were unaware of the land to the north becoming a wildlife protection area. Single family homes are thought of as their own units on lots, not townhomes.

Byrd-Rinck commented that they are continuing to work on connecting habitat for deer, elk threatened and endangered species from Glacier to Yellowstone. Developers are trying to divide their habitat, the applicant is proposing to remove a wildlife corridor and she is opposed to this development.

Lundgren said this development is a half mile away from town and there is no plan for the children to ride their bike or walk into town, there would need to have a plan for this. Fish and Wildlife says the development of this property will have significant and negative impacts on wildlife on this parcel.

Singer believes the infrastructure needs to improve before more developments are approved. She believes the city needs to slow down and see what will happen. Traffic has changed dramatically and we are not even in tourist season.

Vukonich questioned moratoriums and if that is even something that is feasible for a community. Mulcahy answered that legally a moratorium would probably only be applicable if there was a health and safety issue such as a shortage of water or no sewer capacity. If there is a demand for housing and it is not addressed people will still come and prices will increase. The areas such as Jackson Hole, Sun Valley and Aspen some people have said we should look at every expensive development, an 800 square foot condominium can sell up to 1.2 million dollars. This is why the Growth Policy has statistics in it. It is not so much that the City is trying to hit a particular level of growth; it is looking at past trends and trying to predict what we might need. Even though there was little to no growth in 10 years the Flathead Valley is still experiencing high demand and has a low supply of housing. If the Growth Policy was opened up tomorrow we would still be looking at the issue of where we would be putting the housing that is needed.

City Attorney Justin Breck does not like hearing the word moratorium because you run the danger of being sued. If you put a moratorium on growth that says all land owners are prevented from developing their land the bar you would have to reach legally to prove that it is a big enough emergency to justify a moratorium is very high. Vukonich thanked Staff for the clarification saying Montana is a state that prides itself on individualism and rights of owner's land.

Chairman Vukonich called for a roll call vote on the motion to accept Staff Report CZC#23-01 as Findings of Fact. AYES: None, NOES: Vukonich, Nelson, Smith, Byrd-Rinck, Lundgren, Duffy, Kavanagh, and Singer. ABSENT: Shepard

Chairman Vukonich called for a motion to send this item to City Council without Planning Board recommendation. Motion was made by Singer and seconded by Nelson. A roll call vote was performed AYES: Vukonich, Nelson, Smith, Byrd-Rinck, Lundgren, Duffy, Kavanagh, Singer NOES: None ABSENT: Shepard

Mulcahy sought clarification on his notes to bring this forward to City Council. His notes were as follows: concerns with high groundwater, concerns with wildlife, overcrowding of land, looking at the Growth Policy the Badrock Canyon WMA is a new land use in the area that was developed since the update, concerns with this being a wildlife corridor, concerns with pedestrian access being a safety concern, concerns with the project doesn't meet the character of the area and some infrastructure needs to be developed within the city for development. Vukonich also commented that the Board feels that the traffic impact study is deficient as well as the mitigation to the impacts on the wetlands.

Chairman Vukonich called for a motion the CPUD#23-02 does not comply with zoning. Motion was made by Kavanagh and seconded by Duffy. A roll call vote was performed AYES: Vukonich, Nelson, Smith, Byrd-Rinck, Lundgren, Duffy, Kavanagh and Singer NOES: None ABSENT: Shepard.

This agenda item will be seen by City Council at the Columbia Falls Junior High Cafetorium at 6:30 PM on March 20th, 2023.

Kavanagh addressed the audience and City Staff saying perhaps now is the time to open up and take a look at the Growth Policy a little ahead of the 5 year deadline since there has been such good public involvement in this process.

ADJOURNMENT – Meeting duly adjourned at 11:40 PM

____
Chairman

Attest:

____
Public Works Clerk

CONDITIONAL USE PERMIT REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION

COLUMBIA FALLS PLANNING OFFICE STAFF REPORT #CCU-23-01
J and L Golf LLC – Sports Bar and Casino
March 6th, 2023

A report to the Columbia Falls City-County Planning Board and Zoning Commission and the Columbia Falls City Council regarding a conditional use permit request to add a casino to a new Sports Bar proposed 605 Nucleus, Unit 2. The Conditional Use request is scheduled for a public hearing before the Planning Board on Tuesday, March 14, 2023 at 6:30 PM and Columbia Falls City Council on Monday, April 3, 2023 at 7:00 p.m.

BACKGROUND INFORMATION

A. **PETITIONERS**

J and L Golf, LLC (Levi LaPrath and Jarred Griffis)
256 Crystal Court.
Whitefish, MT 59937
(406) 871-1485

B. **LOCATION/DESCRIPTION**

Columbia Falls Original Townsite, Block: 45, Lots: 1 and 2 (Unit 2 of the building)
In Section 8, Township 30N, Range 20 W

Address: 605 Nucleus Avenue, Columbia Falls, MT 59912

D. **REQUEST**

The applicants are petitioning for a Conditional Use Permit to operate a Casino with 20 gaming machines in the location of a proposed Sports Bar. Taverns, bars, and brew pubs are permitted uses in the CB-4 (Central Business) zoning district but casinos (gaming machines) require a conditional use permit.

E. **NATURE OF THE REQUEST**

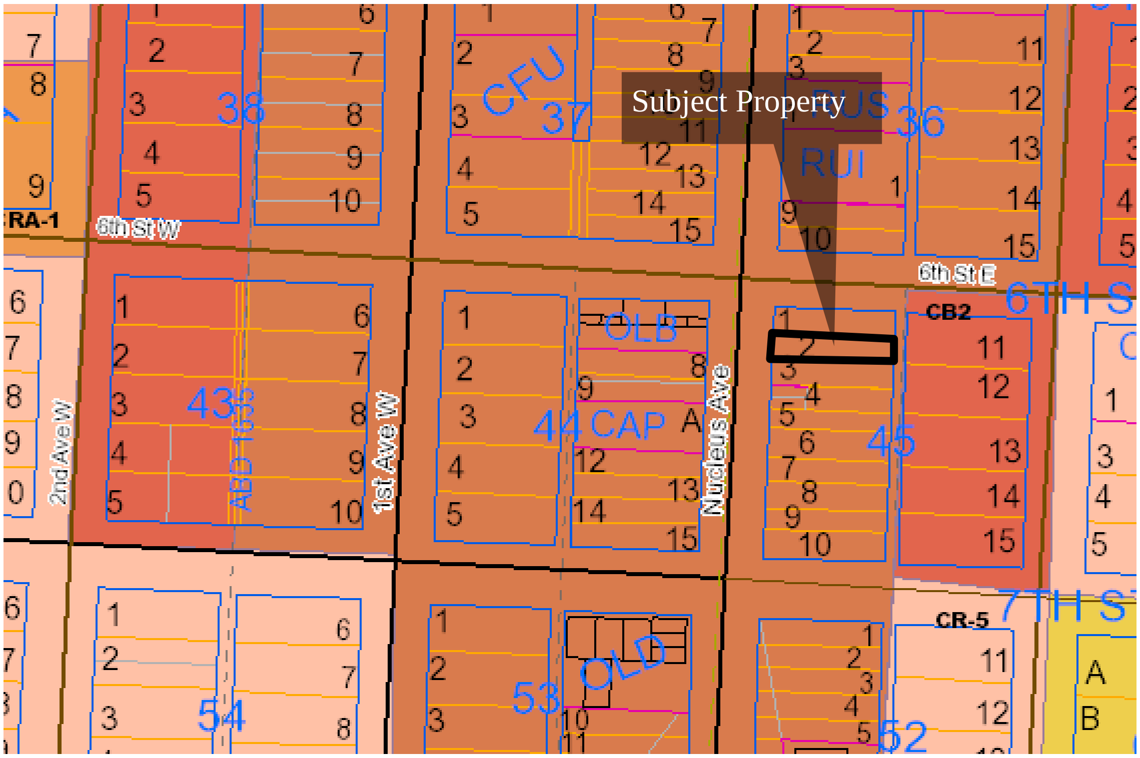
The State of Montana ties Casinos and Liquor Licenses together by only allowing gaming machines if one purchases a liquor license. The result is casinos like Lucky Lils buy up many of the liquor licenses which drive the price upwards of ¾ of a million dollars. This in effect forces restaurants and taverns to install gaming machines in order to pay the inflated price of the liquor license. The maximum number of gaming machines in any establishment is 20 machines as set by State Statute.

F. **EXISTING LAND USE**

The location of the casino is currently the location of a Hair Salon and adjacent to North Fork Pizza.

G. **ADJACENT ZONING AND LAND USE:**

The property is located within the CB-4 (Central Business) zone which is the downtown area along Nucleus. There are businesses located to the north, west and south of the subject property. To the east is a short-term rental.



Source Flathead County GIS Subject Parcels are outlined in red

H. **GROWTH POLICY DESIGNATION:**

The Growth Policy designates this area as commercial which is supported by the zoning. The Growth Policy encourages redevelopment and private investment in the downtown area. The proposed bar and casino fits with the long-term goals of the Columbia Falls Growth Policy.

I. UTILITIES/SERVICES:

Sewer: City Sewer is existing
Water: City Water is existing
Solid Waste: Private Contract Hauler
Police: Columbia Falls Police
Fire: Columbia Falls Fire Department

EVALUATION BASED ON REQUIRED CRITERIA

18.332.030 Criteria Required for Consideration of a Conditional Use Permit:
A Conditional Use Permit may be granted only if the proposal, as submitted, conforms to all of the following general Conditional Use Permit criteria, as well as to all other applicable criteria that may be requested.

a. Site Suitability. (That the site is suitable for the use) This includes:

   i) Adequate Usable Space: The applicant has provided a floor plan for unit 2 of the building, which shows the gaming machines in the rear of the building with the bar and seating located in the front of the space along the windows. As the property is located in the CB-4 zoning district, there are no setbacks for buildings, this is an existing building, and there are no parking requirements for commercial uses.

   ii) Adequate Access: Primary access is by Nucleus Avenue or 6th Street West and East.

   Parking Lots: There are no off-street parking standards for the CB-4 zone as it would cause half of the historic buildings to be torn down in the downtown area.

   Pedestrian Access: The downtown is a pedestrian oriented neighborhood. The buildings hugging the wide sidewalks along Nucleus Avenue encourage the public to interact with the building by either window shopping or welcoming one into the establishments. The wide sidewalks provide a safe environment for pedestrians and awnings keep the walks snow free. The on-street parking shelters the pedestrians from vehicle traffic moving up and down Nucleus. The proposed use is very compatible with walkable downtowns.

   iii) Absence of Environmental Constraints: As the development is already served by public sewer and water, there does not appear to be any significant environmental constraints. The lots are flat and there does not appear to be any danger of flooding or slumping.

b. Appropriateness of Design. The site plan for the proposed use will provide the most convenient and functional use of the lot. Consideration of design should include:
   i) Parking Scheme: Off-Street parking is not required in the CB-4 zoning district.
   ii) Traffic Circulation: The existing/proposed use is located on Nucleus Avenue which is the main street for downtown as well as a State Secondary Highway (486) that leads north to the North Fork/Glacier Park and south to connect to Highway 2 East.
   iii) Open Space: The project is an interior remodel primarily, including the casino area. There are no open space requirements for the CB-4 zone, remodels, or Casino CUP's in the Columbia Falls Zoning Ordinance.
   iv) Fencing/Screening: The casino is the interior of the building so fencing does not apply.
   v) Landscaping: There are no landscaping requirements for the casino as it occurs only in the interior of the existing building and that building is built to the lot lines as is traditional in the downtown areas.
   vi) Signage: Signage would conform to existing Columbia Falls sign regulations for the CB-4 zone. At present we have not seen a sign package for the change in business. We anticipate that a sign permit application will come later this spring or early summer as the remodel comes closer to finish.

c. Availability of Public Services and Facilities. The following services and facilities are to be available and adequate to serve the needs of the use as designed and proposed:

   i) Schools: The proposed casino with twenty gaming machines will not impact the school population or existing services. The bar and casino is not located along any safe route to school corridors or in proximity to any school.

   ii) Parks and Recreation: The remodel of the unit to a sports bar and casino will not impact existing or future park facilities.

   iii) Police: The Columbia Falls Police Department provides protection and security to all residents and businesses in the City of Columbia Falls. The bar/casino is located a block from the Columbia Falls Police Department. Response times are excellent to the business.

   iv) Fire Protection: The Columbia Falls Fire Department provides fire protection to this neighborhood. The Columbia Falls Building Inspector will review the development/remodel for all building and fire code requirements. The Columbia Falls Fire Department is also a block from the existing business and will also have excellent response times.

   v) Water: City water service is in place.

   vi) Sewer: City Sewer currently serves the site.

vii) Solid Waste: The applicant will contract for solid waste collection at the site.

d. Immediate Neighborhood Impact. The proposed casino fits the neighborhood. The downtown area is where our planning documents encourage restaurants, drinking, and gaming establishments. The business is compatible with and supports neighboring businesses such as the pizza business. There are three other casinos within a block of the proposed sports bar so the use is not out of place.

e. Typical negative impacts which extend beyond the proposed site include, but are not limited to:
   i) Excessive Traffic Generation: The use is located on a secondary highway and collector street that is designed to support commercial, retail, and services industries. The casino is accessory to the bar use and is limited to the maximum of 20 gaming machines by the state of Montana. The proposed use should not generate more traffic than the other uses located along Nucleus Avenue.
   ii) Noise or Vibration: There will be no noise or vibrations beyond the walls of the casino.
   iii) Dust, Glare, Or Heat: No change to existing conditions is anticipated.
   iv) Smoke, Fumes, Gas, and Or Odors: No change to existing conditions is anticipated.
   v) Inappropriate Hours of Operation: Typical of bars and casinos with closing as late as 2:00 AM on weekends.
   vi) Signage: 18.438.010 Permitted Signs in Zoning Districts allows the applicant to have signs that comply and do not to exceed the standards of section 18.438.

APPLICABLE REGULATIONS

The following sections of the Columbia Falls Zoning Regulations are applicable to this proposal:
Chapter 18.210 Conditional Use Permits
Chapter 18.338 CB-4 Central Business
Chapter 18.438 Signs

SUMMARY

The Conditional Use Request is for a Casino located at the rear of a proposed Sports Bar. Staff recommends that the CUP should be approved based upon the information presented in the attached application and a review of the property and the associated findings of fact.

1. The casino is an interior use accessory to a Sports Bar that has no bearing on the exterior of the building, including parking, open space, landscaping etc.
2. There are no environmental constraints on the property.

3. The property is located on Nucleus Avenue in the CB-4 Central Business District that encourages pedestrian oriented uses such as bars and restaurants and these are uses that support neighboring retail, service and restaurant uses.
4. There are other Casinos that have been approved by Conditional Use Permit in this neighborhood.
4. The expansion will not impact local services or infrastructure.

RECOMMENDATIONS

In accordance with 18.210.100 the Columbia Falls Planning Board and City Council must make a finding of fact for the items enumerated in the “evaluation based on criteria.”

Staff recommends that the Planning Board adopt this report as findings of fact and send a recommendation for approval of the CUP with conditions to the Columbia Falls City Council. The granting of this conditional use is contingent upon the facilities initial and continued compliance with the following conditions of approval:

1. The applicant shall develop the project as proposed, except as modified by these Conditions.
2. The casino is limited to 20 gaming machines consistent with State Law.
3. The casino will comply with all State and Local regulations.
4. The applicant shall secure a sign permit from the City of Columbia Falls prior to installing any signage. Signage shall comply with the City’s Sign Regulations.
5. The Conditional Use Permit shall terminate 18 months from the date of issuance if commencement of the authorized activity has not begun.

PAID

FEB 01 2023

CITY OF COLUMBIA FALLS

APPLICATION FOR CONDITIONAL USE PERMIT

FILING FEE ATTACHED $ 700 SEE FEE SHEET

PROPOSED USE: Sports Bar / Tap house with Gaming

(Describe in detail, indicate if continued to attached pages)

OWNER(S) OF RECORD:

Name: Levi LaPrath & Jarred Griffis

Mailing Address: 256 Crystal Ct

City/State/Zip: Whitefish MT 59937 Phone: 406 871 1495

PERSON(S) AUTHORIZED TO REPRESENT THE OWNER(S) AND TO WHOM ALL CORRESPONDENCE IS TO BE SENT:

Name: Self See above

Mailing Address: ____

City/State/Zip: ____ Phone: ____

LEGAL DESCRIPTION OF PROPERTY (Refer to Property Records):

Street Address 605 Nucleus Unit 2 Tract ____ Block 45 Lot 2

Subdivision Name ____

Section 8 Township 30N Range 20W

The Applicant is responsible for providing sufficiently complete information (see 18.210.090). Attached is the ***Required Criteria for Conditional Use Application*** the Planning Board and Council must use to create a "Finding of Fact" in making a decision. Please review the Criteria carefully before providing the following information and documents.

> **18.210.090 Burden of proof.**
>
> The burden of proof for satisfying the aforementioned criteria shall rest with the applicant and not the planning board. The granting of a conditional use permit rests in the discretion of the city council as to whether or not the proposal conforms to the criteria and requirements set forth in Chapter 18.210.080

1. Zoning District and Zoning Classification in which use is proposed: CB 4

2. Attach a plan of the affected lot which identifies the following items:
   a. Surrounding land uses.
   b. Dimensions and shape of lot.
   c. Topographic features of lot.
   d. Size(s) and location(s) of existing buildings.
   e. Size(s) and location(s) of proposed buildings.
   f. Existing use(s) of structures and open areas.

g. Proposed use(s) of structures and open areas.
h. Existing & proposed landscaping and fences.

3. On a separate sheet of paper, discuss the following topics relative to the proposed use:

a Traffic flow and control.
b Access to and circulation within the property.
c Off-street parking and loading.
d Refuse and service areas.
e Utilities.
f Screening and buffering.
g Signs, yards and other open spaces.
h Height, bulk and location of structures.
i Location of proposed open space uses.
j Hours and manner of operation.
k Noise, light, dust, odors, fumes and vibration.
l If the application is for a home occupation conditional use permit provide the following information:
  1 Number of employees that will work on the premises.
  2 Number of employees that are not family members residing at the premises.
  3 Estimated number and frequency of clients/patrons that will visit the on-site business.
  4 How much area will be used for the business. Compared to the area used for residential purposes.

4. Attach supplemental information for proposed uses that have additional requirements.

I hereby certify under penalty of perjury and the laws of the State of Montana that the information submitted herein, on all other submitted forms, documents, plans or any other information submitted as a part of this application, to be true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application be incorrect or untrue, I understand that any approval based thereon may be rescinded, and other appropriate action taken. The signing of this application signifies approval for the planning staff to be present on the property for routine monitoring and inspection during the approval and development process.

Applicant Signature ____________________ Date 2-1-23

Colombia Falls Conditional Use.

1) CB4
2) Items
   A. Pizza shop and barber shop next door and Bar/Casino across street.
   B. 1900 sqft 604 unit B Nucleus
   C. N/A
   D. 1900 sqft
   E. Interior remodel only
   F. Hair Salon
   G. Sports bar/Tap house with Gaming. We will carry multiple local beers on tap as well as wine. Additionally, we will provide a place to watch sporting events, seating for patrons, darts, shuffleboard and up to the state allowed limit of 20 gaming machines.
   H. No Change to landscaping and no fences.

3

a. CB 4addresses traffic.
b. Access is through front door and emergency egress out back of building.
c. N/A
d. Refuse in alley.
e. Electrical and plumbing being upgraded by master electrician and plumber during remodel.
f. N/A
g. Sign on front of building replacing current signage.
h. Existing structure not being modified in size.
i. N/A
j. Normal Bar business hours 8am-2am or less.
k. No extra noise, light, dust, odors, fumes, or vibration.
l. Not to be used for housing.

4 Zoning currently allows for bar in this location. Conditional use is only required for gaming at this establishment. Multiple of our neighboring businesses have the same zoning and are currently permitted to allow them to operate gaming. We would like to be permitted to have up to the maximum allowed gaming machines regulated by the state and our license of 20 machines.

State of Montana
Department of Revenue
Alcoholic Beverage Control Division
2022-2023 License

License No. 07-912-2458-101

J & L GOLF
256 CRYSTAL CT
WHITEFISH MT 59937-8444

OWNED BY: J & L GOLF LLC
15% OR MORE MEMBERS: LEVI LAPRATH, JARRED GRIFFIS

LEGAL DESCRIPTION OF LICENSED PREMISES:
256 CRYSTAL CT - WHITEFISH

SPECIAL RESTRICTIONS/ALLOWANCES:

LICENSE MAY NOT SELL, PURCHASE OR OTHERWISE PROVIDE ALCOHOLIC BEVERAGES WHILE ON NONUSE STATUS. THIS INCLUDES CATERING EVENTS AND OPERATING THROUGH A CONCESSION AGREEMENT.

THIS LICENSE IS ELIGIBLE TO TRANSFER BETWEEN THE QUOTA AREA OF WHITEFISH AND COLUMBIA FALLS UNTIL NOVEMBER 24, 2029.

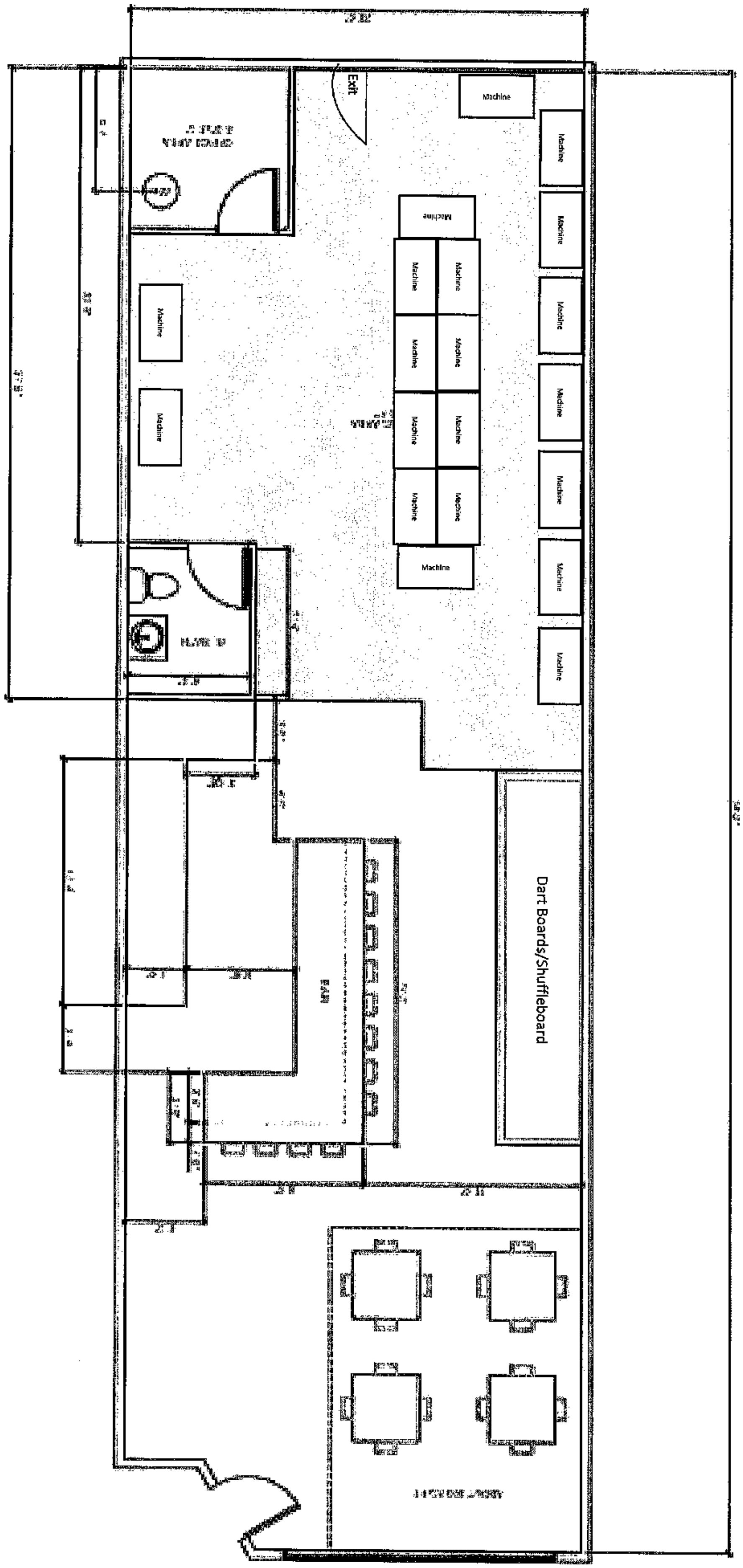
This license is a privilege personal to the licensee and specific to the licensed premises; no transfer as to ownership or location is valid until approved by the Department of Revenue. Licensee is responsible for knowing and following all Montana alcoholic beverage laws (Title 16, Chapters 1-6, MCA) and rules (Title 42, Chapters 11-13, ARM). Failure to do so may subject the licensee to administrative action.

License Must be prominently displayed in licensed premises.
Valid through June 30,
2023

Montana Department of Revenue
Helena, Montana

Becky Schlauch

Administrator,
Alcoholic Beverage Control
Division


Exit
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Dart Boards/Shuffleboard

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 27 **day of** January, 2023

BETWEEN:

Western Rivers LLC of 255 Rice Ln, Whitefish, MT 59937, USA
Telephone: (208) 220-2567
(the "Landlord")

OF THE FIRST PART

- AND -

J&L Golf LLC of 256 Crystal Ct, Whitefish, MT 59937, USA
Telephone: (406) 871-1495
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

   a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

   b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 605 Nucleus Ave, Columbia Falls, MT 59912, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

c. "Common Areas and Facilities" mean:

i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

e. "Premises" means the restaurant at 605 Nucleus Ave, Columbia Falls, MT 59912;

f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building;

g. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the restaurant municipally described as 605 Nucleus Ave, Columbia Falls, MT 59912 (the "Premises"). The Premises are more particularly described as follows: 1700 ft2 South West side of building. Also known as Unit B.

3. The Premises will be used for only the following permitted use: Operation of Sports Bar and Casino (the "Permitted Use").

4. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the Building containing the Premises.

Term

5. The term of the Lease commences at 12:00 noon on April 1, 2023 and ends at 12:00 noon on March 30, 2028 (the "Term").

6. Within 180 days of expiration of the "Term", a renewal of the lease may be negotiated based on terms agreed to by both parties.

Rent

7. Subject to the provisions of this Lease, the Tenant will pay a base rent of $2,500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

8. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 255 Rice Ln, Whitefish, MT 59937, USA, or at such other place as the Landlord may later designate.

9. The Base Rent for the Premises will increase over the Term of the Lease as follows: 4.00% increase per year.

10. The Tenant will be charged an additional amount of $100.00 for any late payment of Rent.

11. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.

12. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

13. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, its Proportionate Share of all of the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the Building including the Common Areas and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs").

14. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.

15. Operating Costs will also not include the following:

    a. any increase in insurance premiums to the center as a result of business activities of other Tenants;

    b. the costs of any capital replacements;

    c. the costs incurred or accrued due to the willful act or negligence of the Landlord or anyone acting on behalf of the Landlord;

    d. structural repairs;

    e. costs for which the Landlord is reimbursed by insurers or covered by warranties;

    f. costs incurred for repairs or maintenance for the direct account of a specific Tenant or vacant space;

    g. costs recovered directly from any Tenant for separate charges such as heating, ventilating, and air conditioning relating to that Tenant's leased premises, and in respect of any act, omission, neglect or default of any Tenant of its obligations under its Lease; or

    h. any expenses incurred as a result of the Landlord generating revenues from common area facilities will be paid from those revenues generated.

16. The Tenant will pay:

    a. To the Landlord, the Tenant's Proportionate Share of all real property taxes, rates, duties, levies and assessments which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal,state, district, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building.

b. To the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Landlord's Estimate

17. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in an equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Use and Occupation

18. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously

occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

19. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

21. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

22. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

23. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a

month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

24. If the Landlord reenters the Premises or terminates this Lease, then:

    a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

    b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;

    c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;

    d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

    e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

    f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;

    g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

h. the Tenant will pay to the Landlord on demand:

   i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

   ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

   iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:

      i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

      ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Landlord Improvements

25. The Landlord will make those improvements to the Premises that are set out in the list attached to this Lease.

Tenant Improvements

26. The Tenant will obtain written permission from the Landlord before doing any of the following:

   a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

   b. removing or adding walls, or performing any structural alterations;

   c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;

d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;

e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or

f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

27. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.

Insurance

28. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

29. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.

30. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.

31. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

32. The Tenant will provide proof of such insurance to the Landlord upon request.

Abandonment

33. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable

for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

34. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve (12%) percent per annum from the due date until paid.

Governing Law

35. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Montana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

36. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Montana (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

37. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

38. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

39. Landlord Improvements include upgraded HVAC to the satisfaction of the tenant. Tenant agrees that the "Base Rent" may increase during the term of this agreement based on the cost of the upgrade. In order to protect the interests of both parties, the HVAC upgrade will have to be agreed upon by both parties.

40. Tenant agrees to not sell the following food products: Pizza, Calzone, Hot Wings.

Care and Use of Premises

41. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

42. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

43. The Tenant will not engage in any illegal trade or activity on or about the Premises.

44. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

45. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

46. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

47. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

48. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

49. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

50. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

51. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

52. Time is of the essence in this Lease.

53. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 27 day of January, 2023

____
(Witness)
Jarred Griffis

Western Rivers LLC (Landlord)

Per:____________________(SEAL)

(Witness)

J&L Golf LLC (Tenant)

Per:________________________(SEAL)

Jarred Griffis

Planning Department

130 6TH STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391

FAX (406) 892-4413

February 22, 2023

Re: Public hearing notice for a Conditional Use Permit (CUP) for a casino in a sports bar.

Dear Adjacent Property Owner:

Our records indicate that you are the owner of property within 150-feet of the proposed project.

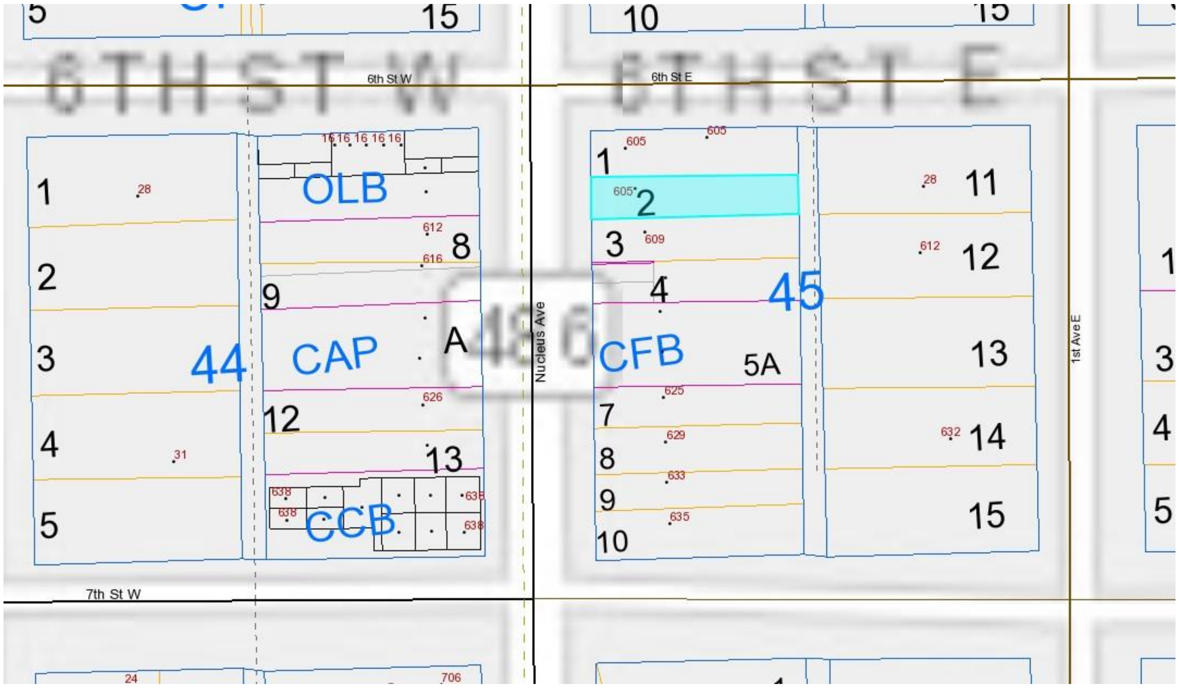
As the Planning Staff for the Columbia Falls Planning Jurisdiction, I am writing to provide you with a notice of a public hearing that involves request by J & L Golf, Levi LaPrath and Jarred Griffis to conditionally approve the gaming machines allowed in the proposed sports bar at 605 Nucleus Avenue, Unit B. The property is zoned CB-4 (Central Business) District and the zoning ordinance requires a Conditional Use Permit for new or expanding casinos. The sports bar is a permitted use but a CUP is required for the casino. The MT Department of Revenue licenses provide for up to 20 machines with the appropriate beverage license.

If you have question or comments concerning this matter, please call, visit or write me at City Hall. For written comment to be included in the Planning Board packet, it needs to be submitted to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 no later than Tuesday, March 7, 2023 or by email: public_comment@cityofcolumbiafalls.com. PLEASE NOTE NEW EMAIL ADDRESS FOR COMMENTS. Please provide your physical address on written or emailed comments. Written or emailed comment may be provided up to 5:00 pm on the day of the hearing, it will just be passed out at the hearing. You are also invited to present verbal or written testimony during the public hearing on March 14, 2023.

Sincerely,

Eric H. Mulcahy

Eric H. Mulcahy, City Planner


6TH ST W
6th St W
6TH ST E
6th St E
OLB
CAP
CCB
CFB
44
45
5A
Nucleus Ave
1st Ave E
7th St W

CITY OF COLUMBIA FALLS

NOTICE OF PUBLIC HEARINGS

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, March 14, 2023 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on April 3, 2023 starting at 7:00 p.m. in the same location.

Conditional Use Permit – Sports Bar and Casino: A request by J & L Golf, Levi LaPrath and Jarred Griffis to open a sports bar with a casino of up to twenty gaming machines. The building in question is located at 605 Nucleus Avenue, Unit B, currently a Hair Salon. The property is zoned CB-4 (Central Business) District and the zoning ordinance requires a Conditional Use Permit for new casinos while bars and restaurants are permitted uses. The property is described as Lots 1 and 2, Block 45 of the Columbia Falls Original Townsite located in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Persons may testify at the hearings or submit written comments prior to the meetings. Written comment, including commenter's physical address, may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Columbia Falls, MT 59912. For more information on the conditional use permit contact Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 22nd day of February, 2023.

Susan Nicosia

Susan Nicosia, CPA, MPA, City Manager
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake: February 26, 2023

130 6th STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391
FAX (406) 892-4413

CITY OF COLUMBIA FALLS

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DATED this 22nd day of February, 2023.

Susan Nicosia

Susan Nicosia, CPA, MPA, City Manager
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake: February 26, 2023

No. 29231

CITY OF COLUMBIA FALLS NOTICE OF PUBLIC HEARINGS

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, March 14, 2023 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on April 3, 2023 starting at 7:00 p.m. in the same location.

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DATED this 22nd day of February, 2023.

/s/ Susan Nicosia
Susan Nicosia, CPA, MPA, City Manager
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

February 26, 2023
MNAXLP

STATE OF MONTANA

FLATHEAD COUNTY

AFFIDAVIT OF PUBLICATION

MARY BOOTH BEING DULY SWORN, DEPOSES AND SAYS: THAT SHE IS THE LEGAL CLERK OF THE **DAILY INTER LAKE** A DAILY NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY OF KALISPELL, IN THE COUNTY OF FLATHEAD, STATE OF MONTANA, AND THAT **NO. 29231**

LEGAL ADVERTISMENT WAS PRINTED AND PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF SAID PAPER, AND IN EACH AND EVERY COPY THEREOF ON THE DATES OF FEBRUARY 26, 2023

AND THE RATE CHARGED FOR THE ABOVE PRINTING DOES NOT EXCEED THE MINIMUM GOING RATE CHARGED TO ANY OTHER ADVERTISER FOR THE SAME PUBLICATION, SET IN THE SAME SIZE TYPE AND PUBLISHED FOR THE SAME NUMBER OF INSERTIONS.

Mary Booth

Subscribed and sworn to
Before me this, February 26, 2023

Dorothy I. Glencross

Dorothy I. Glencross

Notary Public for the State of Montana
Residing in Kalispell
My commission expires 9/12/2025

DOROTHY I GLENCROSS NOTARIAL SEAL STATE OF MONTANA

DOROTHY I GLENCROSS
NOTARY PUBLIC for the State of Montana
Residing at Kalispell, Montana
My Commission Expires
September 12, 2025

Public Comment

From: Craig Easley <c.easley11@gmail.com>
Sent: Monday, March 6, 2023 7:55 PM
To: Public Comment
Subject: casino business comment

Hello,

This email is in regard to the proposed casino on Nucleus Ave.

As a resident of Columbia Falls I support the development and revitalization of downtown. However, I am not in support of a casino only business.

A business intended to attract people looking to gamble and day drink is not the community oriented business we need in our small downtown. With no food service and not family oriented, this business does not solve any needs for our downtown area. It's already difficult enough to go out to eat (from May - September) in Columbia Falls: Backslope, the Back Room, Gunsight, Three Forks, Columbia Bar, etc can all be well over an hour wait for a table.

If the owners shift their vision to sports bar & restaurant and away from casino, I will fully support them, but we do not need another version of Lucky Lil's in town, especially on Nucleus.

Craig Easley
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