



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, APRIL 03, 2023
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Shepard, Fisher)

CONTACT CITY CLERK BARB STAALAND TO OBTAIN VIRTUAL ZOOM MEETING REGISTRATION INFORMATION BEFORE 6:00 PM THE DAY OF THE MEETING BY CALLING (406) 892-4391 OR VIA EMAIL AT STAALANDB@CITYOFCOLUMBIAFALLS.COM

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

- 1.** Approval of Claims - April 3, 2023 - \$100,461.80
- 2.** Approval of Payroll Claims - March 31, 2023 - \$102,738.90
- 3.** Approval of Regular Meeting Minutes - March 20, 2023
- 4.** Approval of Pool Use Agreement - Columbia Falls Swim Team - 2023 Season and authorize City Manager to execute
- 5.** Approval of Hoerner Park Tennis Courts Use Agreement - School District #6 - 2023 Season
- 6.** Approve Memorandum of Agreement, Northwest Montana Drug Taskforce, 2023 - 2024 Fiscal Year and authorize City Officials to Execute

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTE: City Council is not continuing the decision on the Location Ventures Zone Change and PUD until the April 17, 2023 Regular Council Meeting. The Public Hearing was duly closed at the conclusion of public comment on March 20, 2023. City Council may not receive or consider comments after the close of the hearing. Please do not use this Visitors/Public Comment time to comment on that item.

APPOINTMENTS:

- 7.** Approve Appointment of Probationary Volunteer Firefighter Sean Kehl/City Clerk will administer Oath of Office

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

8. Public Hearing - Conditional Use Permit:

The Columbia Falls City-County Planning Board held 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.

- A. Adopt Staff Report CCU-23-01 as Findings of Fact
- B. Approve Conditional Use Permit (Final Action - Resolutions)

9. Notice of Public Hearing - Zoning Map Amendment:

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, April 11, 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 May 1, 2023 starting at 7:00 p.m. in the same location.

Zoning Map Amendment – Christianson: A request by Eric S Christianson to amend the zoning map from the current zoning of CSAG-5 (Suburban Agricultural 5 acre minimum lot size) to CSAG-10 (Suburban Agricultural 10 acre minimum lot size). The property is located at 270 Jorgenson Trail, Columbia Falls and is described as Assessor's Tract 1E (Parcel G of COS 10557) located in Section 19, 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 may be sent to Columbia Falls City Hall, Attention: Barb Staland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed zone change, call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

ORDINANCES / RESOLUTIONS:

10. FIRST READING - ORDINANCE # 824:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP TO ALLOW THE DEVELOPMENT OF A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY FOR THE PROPERTY LOCATED AT 812 4TH AVENUE WEST, FURTHER DESCRIBED AS THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, DESCRIBED AS FOLLOWS, TO WIT: PARCEL B OF CERTIFICATE OF SURVEY NO. 12484.

11. Resolution # 1896:

A RESOLUTION OF THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA ESTABLISHING FEES FOR THE USE OF THE CITY'S PARKS AND POOL FOR THE 2023 SEASON

12. Resolution # 1897:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT BY J AND L GOLF, LLC TO ADD A CASINO TO A NEW SPORTS BAR AT 605 NUCLEUS AVE, UNIT 2, COLUMBIA FALLS, MORE PARTICULARLY DESCRIBED AS LOTS 1 AND 2, BLOCK 45, COLUMBIA FALLS ORIGINAL IN SECTION 8, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

CITY ATTORNEY REPORT

MISCELLANEOUS

13. Police Activity - February 2023

14. Correspondence

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, Monday, April 17, 2023 – 7:00 PM - COLUMBIA FALLS HIGH SCHOOL, LITTLE THEATRE (AGENDA TO INCLUDE UNFINISHED BUSINESS - TWIN PEAKS FARMS ZONE CHANGE AND PUD)

Planning Board – May 9, 2023

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/23

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
44313		3112 406 CLEANING OF COLUMBIA FALLS	3,400.00						
	191	03/24/23 FAC-MARCH JANITORIAL SERVICE	3,400.00			1000 411200	399		101000
		Total for Vendor:	3,400.00						
44307		878 AMERICAN WELDING & GAS INC	23.63						
	09180109	03/15/23 SWR-WELDING RODS	23.63			5310 430600	220		101000
		Total for Vendor:	23.63						
44279		877 APPLIED INDUSTRIAL TECHNOLOGIES	22.42						
	7026479467	03/10/23 SWR-O RING SAMPLE	22.42			5310 430600	220		101000
		Total for Vendor:	22.42						
44300		2825 BATTERIES PLUS BULBS #647	35.00						
	P60675190	03/15/23 SWR-12V BATT SLAA 12-3.3	35.00*			5310 430600	240		101000
		Total for Vendor:	35.00						
44321		3164 BECKER, CASEY	61.00						
	MRWS IN GREAT FALLS 3/21-3/24/23								
	032723	03/27/23 WTR-MRWS MEALS	61.00			5210 430500	380		101000
		Total for Vendor:	61.00						
44310		2708 BULLITT COMMUNICATIONS	55.50						
	58668	03/21/23 FD-RADIO ANTENNA	55.50			1000 420400	240		101000
		Total for Vendor:	55.50						
44278		3060 BUTTE AUTO LLC	41,000.00						
	CUSTOMER #22969								
	DEAL #26550								
	VIN#1C6RR7XTXNS237040								
	26550	02/09/23 PD-2022 RAM 1500 BLACK	41,000.00			4020 420100	940		101000
		Total for Vendor:	41,000.00						
44305		1260 CARQUEST AUTO PARTS	138.45						
	32494	03/22/23 STRS-OIL FILTER/AIR FILTER	41.52			2500 430200	232		101000
	32578	03/23/23 PD-CAR 21 HEADLIGHT BULBS	96.93			1000 420100	232		101000
		Total for Vendor:	138.45						

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Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
44287		3028 CENTURYLINK - BUSINESS SERVICES	320.01								
	633003123	03/20/23 COMP-2/15/23-3/15/23	320.01			1000		410580	345		101000
		Total for Vendor:	320.01								
44281	E	997 CENTURYLINK - ELECTRONIC PAY	753.08								
	MARCH 2023										
	031823	03/18/23 CRTS-3/19/23-4/18/23	32.63			1000		410360	345		101000
	031823	03/18/23 PD-3/19/23-4/18/23	131.04			1000		420100	345		101000
	031823	03/18/23 FD-3/19/23-4/18/23	65.70			1000		420400	345		101000
	031823	03/18/23 POOL-3/19/23-4/18/23	36.50			1000		460445	345		101000
	031823	03/18/23 STRTS-3/19/23-4/18/23	134.68			2500		430200	345		101000
	031823	03/18/23 WTR-3/19/23-4/18/23	205.90			5210		430500	345		101000
	031823	03/18/23 SWR-3/19/23-4/18/23	146.63			5310		430600	345		101000
		Total for Vendor:	753.08								
44311		14 CITY OF COLUMBIA FALLS	405.05								
	032423	03/24/23 FAC-2/17-3/17/23	108.74			1000		411200	342		101000
	032423	03/24/23 FD-2/17-3/17/23	31.94			1000		420400	342		101000
	032423	03/24/23 PRKS-2/17-3/17/23	36.00			1000		460400	342		101000
	032423	03/24/23 STRS-2/17-3/17/23	97.56			2500		430200	342		101000
	032423	03/24/23 WTR-2/17-3/17/23	46.05			5210		430500	342		101000
	032423	03/24/23 SWR-2/17-3/17/23	84.76			5310		430600	342		101000
		Total for Vendor:	405.05								
44317		532 DON "K" CHEVROLET	151.38								
	2020	DURANGO OIL CHANGE									
	274573/1	03/23/23 PD-2020 DURANGO OIL CHANGE	151.38			1000		420100	361		101000
		Total for Vendor:	151.38								
44286		3191 FACILITRON INC	475.00								
	86423JPC9F	02/14/23 FEB 10 PLG BD MEETING @ CF	225.00			1000		411000	390		101000
	REMC89QKDY	03/20/23 MAR 20 CNCL MEETING @ CFJH	250.00			1000		410100	390		101000
		Total for Vendor:	475.00								

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44308		438 FERGUSON WATERWORKS	3,355.41						
	0948291	03/13/23 WTR-STOCK WATER PARTS	2,864.81			5210 430500	230		101000
	0848963	03/20/23 WTR-MARKING FLAGS	16.62			5210 430500	220		101000
	0849035	03/20/23 WTR- INSERTATEE 2 EACH	232.70			5210 430500	230		101000
	1385693	03/23/23 STRS-SHOP URINAL REPAIR	219.00			2500 430200	240		101000
	1385693	03/23/23 STRS-CLEANING CLOTHS	22.28			2500 430200	220		101000
		Total for Vendor:	3,355.41						
44331		3104 FIRST CALL COMPUTER SOLUTIONS,	1,789.20						
	APRIL	IT SERVICES							
	86867	04/01/23 COMP-APRIL IT SERVICES	1,700.00			1000 410580	355		101000
	86835	03/24/23 COMP-SENSE KEY 1TB HARD DRIVE	89.20			1000 410580	212		101000
		Total for Vendor:	1,789.20						
44293		1892 FLATHEAD COUNTY	300.00						
	5998	03/21/23 OWNER LIST-CHRISTIANSON	150.00			1000 411000	390		101000
	5999	03/21/23 OWNER LIST-LAWHEAD	75.00			1000 411000	390		101000
	6000	03/21/23 OWNER LIST- BRISTER	75.00			1000 411000	390		101000
		Total for Vendor:	300.00						
44318		3113 GLOBAL ARCHIVES INC	166.32						
	22032728	03/25/23 WTR-MONTHLY STORAGE AS BUILT	83.16			5210 430500	363		101000
	22032728	03/25/23 SWR-MONTHLY STORAGE AS BUILT	83.16			5310 430600	363		101000
		Total for Vendor:	166.32						
44291		3195 HAMMER QUINN & SHAW, PLLC	2,283.50						
	30866	03/01/23 LGL-CAHILL COUNTERCLAIM	2,283.50			1000 411100	351		101000
		Total for Vendor:	2,283.50						
44328		2806 HANSON'S HARDWARE	85.98						
	605035	03/22/23 SWR-5" DIA SEG BLADES	85.98			5310 430600	220		101000
		Total for Vendor:	85.98						

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44292		1119 HDR ENGINEERING, INC.	966.46						
	1200508662	03/14/23 WWTP SCADA ON CALL 1/1-2/2	966.46			5310 430600	354		101000
		Total for Vendor:	966.46						
44322		1659 HIGH COUNTRY LINEN SUPPLY	286.78						
	0542037	03/27/23 FAC-CITY HALL, POLC, CRT, FIN	251.69			1000 411200	224		101000
	0542038	03/27/23 FAC-FIRE HALL	35.09			1000 411200	224		101000
		Total for Vendor:	286.78						
44312		2591 HOTSY OF WESTERN MONTANA	180.76						
	5864	03/24/23 FD-PRESSURE WASHER REPAIR	180.76*			1000 420400	360		101000
		Total for Vendor:	180.76						
44306		2849 J2 BUSINESS PRODUCTS	161.05						
	1270921-0	03/17/23 PD-COPY PAPER/TONER	45.46			1000 420100	210		101000
	1270921-1	03/17/23 PD-TONER	62.21			1000 420100	210		101000
	1270476-0	03/16/23 PD-ERASERS/ TONER	53.38			1000 420100	210		101000
		Total for Vendor:	161.05						
44283		1080 LES SCHWAB TIRE CENTER	976.75						
		UNIT 20 BRAKE REPAIR							
	511774	03/21/23 PD-UNIT #20 BRAKE REPAIR	976.75			1000 420100	361		101000
		Total for Vendor:	976.75						
44325		999999 MEYER, JOHN OR BEVERLY	39.74						
		REFUND WATER OVERPAYMENT							
	032723	03/27/23 WTR-OVERPMT REFUND 00011	39.74			5210 214010			101000
		Total for Vendor:	39.74						
44282		370 MIRACLE RECREATION EQUIPMENT CO.	838.77						
	854674	03/13/23 PRKS-MARANTETTE SLIDE REPAIR	838.77*			1000 460400	240		101000
		Total for Vendor:	838.77						

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44290		44 MONTANA LEAGUE OF CITIES AND	1,436.66						
	ML00642	03/15/23 MANGAN & BENNION SUPRT EXPENS	1,436.66			1000 410100	399		101000
		Total for Vendor:	1,436.66						
44315		1985 MONTANA SEALS AND PACKINGS	121.46						
	I063989	03/21/23 SWR-JADCO PACKING	121.46*			5310 430600	240		101000
		Total for Vendor:	121.46						
44309		3119 MONTANA TRUCK WORKS, LLC	19,474.06						
	210828	03/22/23 FD-UNIT #431 REPAIRS	17,913.94			1000 420400	361		101000
	210723	03/21/23 FD-UNIT #431 SERVICE	1,560.12			1000 420400	361		101000
		Total for Vendor:	19,474.06						
44327		1247 MURDOCH'S RANCH & HOME KALISPELL	123.32						
	10155/34	03/21/23 STRS-NEW PROPANE TANK	94.99			2500 430200	212		101000
	10155/34	03/21/23 STRS-PROPANE	28.33			2500 430200	220		101000
		Total for Vendor:	123.32						
44301		52 NAPA AUTO PARTS	363.16						
	038133	03/16/23 SWR-SPRAY PAINT TOP COAT	49.98			5310 430600	220		101000
	037464	03/09/23 STRS-WHITE PAINT MARKER	7.38			2500 430200	220		101000
	037291	03/07/23 STRS-DIESEL EXHAUST FLUID	209.86			2500 430200	231		101000
	038029	03/15/23 FD-DIESEL EXHAUST FLUID	44.97			1000 420400	231		101000
	038029	03/15/23 FD-BULBS	50.97			1000 420400	232		101000
		Total for Vendor:	363.16						
44304		2002 NORTHWEST PARTS & EQUIPMENT &	273.19						
	C320493	03/15/23 STRS-STROBE LIGHT MINI LOADER	273.19			2500 430200	232		101000
		Total for Vendor:	273.19						
44303		2816 O'REILLY AUTO PARTS	161.80						
	424436	03/17/23 STRS-HOTROD TAIL LIGHT	10.15			2500 430200	232		101000
	423605	03/08/23 STRS-MOTOR OIL	27.98			2500 430200	231		101000
	423605	03/08/23 STRS-FUEL & OIL FILTER,AC DISK	57.53			2500 430200	232		101000
	424952	03/22/23 STRS-MOTOR OIL	56.94			2500 430200	231		101000
	424860	03/21/23 STRS-COUPLING	9.20			2500 430200	232		101000
		Total for Vendor:	161.80						

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44314		3085 ORTHOPEDIC REHAB INC	200.00						
		SEAN KEHL PRE-EMPLOYMENT PHYSICAL							
	667557	03/21/23 FD-S. KEHL PHYSICAL	200.00*			1000 420400	390		101000
		Total for Vendor:	200.00						
44302		801 PACIFIC STEEL & RECYCLING	407.53						
	8300152	03/13/23 STRS-SVC TRK TOOL RACK STEEL	407.53			2500 430200	232		101000
		Total for Vendor:	407.53						
44324		1495 PLATT ELECTRIC SUPPLY	439.20						
	3U69737	03/23/23 FAC-BLUBS FOR CITY/FIRE HALL	219.60*			1000 411200	220		101000
	3U54421	03/21/23 FAC-BLUBS FOR CITY/FIRE HALL	219.60*			1000 411200	220		101000
		Total for Vendor:	439.20						
44295		1888 PLETCH ELECTRIC INC	332.75						
	5557	03/10/23 SWR-GFI BREAKERS SEPARATOR BLD	332.75			5310 430600	366		101000
		Total for Vendor:	332.75						
44330		3192 POP A SQUAT PORTABLES	190.00						
March									
	13000	03/28/23 PRKS-PORTA POTTIES MARCH 23	190.00			1000 460400	399		101000
		Total for Vendor:	190.00						
44294		2769 RESPONSE EQUIPMENT SPECIALISTS,	15.16						
		SHIPPING CHARGE. LIGHT BAR WAS COVERED UNDER WARRANTY							
	5482	03/09/23 PD-2020 RAM LIGHTBAR REPLACEME	15.16			1000 420100	361		101000
		Total for Vendor:	15.16						
44326		999999 REYNOLDS, CHRISTIE	220.16						
		WATER DEPOSIT REFUND							
	032723	03/27/23 WTR-WATER DEP REFUND 08175.03	220.16			5210 214010			101000
		Total for Vendor:	220.16						

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44323		3136 RICE, BRANDON	587.80						
		MLEA TRAINING LODGING							
	143577	03/24/23 PD-LODGING TRAINING IN HELENA	587.80			1000 420100	380		101000
		Total for Vendor:	587.80						
44320		3169 RILEY, NATHAN	61.00						
		MRWS IN GREAT FALLS 3/21-3/24/23							
	032723	03/27/23 WTR-MRWS MEALS	61.00			5210 430500	380		101000
		Total for Vendor:	61.00						
44296		1042 SANDS SURVEYING, INC.	3,485.00						
	36990	03/22/23 P/Z-ROUTINE SRVS 2/28-3/20/23	3,485.00			1000 411000	399		101000
		Total for Vendor:	3,485.00						
44280		2600 SENSIT TECHNOLOGIES	1,494.30						
	0342521-IN	03/08/23 FD-#431 GAS MONITOR REPAIR	1,494.30*			1000 420400	360		101000
		Total for Vendor:	1,494.30						
44316		3202 SMITH, RYAN	104.00						
	590176	03/21/23 FD-R SMITH EMT APP FEE	104.00			1000 420730	380		101000
		Total for Vendor:	104.00						
44298		1653 SUPER 1 FOODS	47.41						
	02-1600053	03/18/23 SWR-DISTILLED WATER	17.84			5310 430600	222		101000
	03-1800453	03/15/23 WTR-BATTERIES	6.08			5210 430500	220		101000
	04-2278263	03/21/23 WTR-PHONE CHARGER	23.49			5210 430500	220		101000
		Total for Vendor:	47.41						
44297		2699 THE MAIL ROOM, INC	316.48						
	D114599	03/06/23 PD-MAIL SRVS 2/21-3/3/23	8.07			1000 420100	310		101000
	D114599	03/06/23 FIN-MAIL SRVS 2/21-3/3/23	35.01			1000 410500	310		101000
	D114599	03/06/23 WTR-MAIL SRVS 2/21-3/3/23	68.75			5210 430500	310		101000
	D114599	03/06/23 SWR-MAIL SRVS 2/21-3/3/23	68.75			5310 430600	310		101000
	D114599	03/06/23 CRT-MAIL SRVS 2/21-3/3/23	21.42			1000 410360	310		101000
	D114599	03/06/23 PLN-MAIL SRVS 2/21-3/3/23	12.06			1000 411000	310		101000
	D114738	03/20/23 PD-MAIL SRVS 3/6-3/17/23	6.49			1000 420100	310		101000

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		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
	D114738	03/20/23 FIN-MAIL SRVS 3/6-3/17/23	18.41			1000 410500	310		101000	
	D114738	03/20/23 WTR-MAIL SRVS 3/6-3/17/23	11.74			5210 430500	310		101000	
	D114738	03/20/23 SWR-MAIL SRVS 3/6-3/17/23	11.74			5310 430600	310		101000	
	D114738	03/20/23 CRT-MAIL SRVS 3/6-3/17/23	51.69			1000 410360	310		101000	
	D114738	03/20/23 PLNG-MAIL SRVS 3/6-3/17/23	2.35			1000 411000	310		101000	
		Total for Vendor:	316.48							
44329		1623 THE UPS STORE #4515	29.87							
		TRACKING #1ZWA36710307871372								
	A012611	03/25/23 PD-EVIDENCE SHIPPING	29.87			1000 420100	310		101000	
		Total for Vendor:	29.87							
44288		246 URECO INC.	4,372.88							
	18448	03/16/23 STRS-DEICER 21.4 TONS	4,372.88*			2500 430200	221		101000	
		Total for Vendor:	4,372.88							
44285		3200 USABBLUEBOOK	188.55							
	288067	03/03/23 SWR-TNT+AMMONIA TEST	188.55			5310 430600	222		101000	
		Total for Vendor:	188.55							
44289		2666 UV DOCTOR LAMPS, LLC	5,817.76							
	16171	03/16/23 SWR-DOMED QUARTZ SLEEVE	5,817.76*			5310 430600	240		101000	
		Total for Vendor:	5,817.76							
44284	E	1218 VERIZON WIRELESS	1,410.66							
	9930025688	03/13/23 ADMIN-2/13-3/12/23	22.41			1000 410400	345		101000	
	9930025688	03/13/23 FIN-2/13-3/12/23	22.41			1000 410500	345		101000	
	9930025688	03/13/23 FIRE-2/13-3/12/23	60.30			1000 420400	345		101000	
	9930025688	03/13/23 FAC-2/13-3/12/23	12.41			1000 411200	345		101000	
	9930025688	03/13/23 STRT-2/13-3/12/23	105.93			2500 430200	345		101000	
	9930025688	03/13/23 PD-2/13-3/12/23	718.77			1000 420100	345		101000	
	9930025688	03/13/23 WTR-2/13-3/12/23	177.98			5210 430500	345		101000	
	9930025688	03/13/23 SWR-2/13-3/12/23	128.34			5310 430600	345		101000	
	9930025688	03/13/23 CRT-2/13-3/12/23	49.64			1000 410360	345		101000	
	9930025688	03/13/23 PRKS-A KIMMETT NEW PHONE	37.49			1000 460400	212		101000	
	9930025688	03/13/23 STRS-A KIMMETT NEW PHONE	37.49			2500 430200	212		101000	
	9930025688	03/13/23 WTR-A KIMMETT NEW PHONE	37.49			5210 430500	212		101000	
		Total for Vendor:	1,410.66							

03/31/23
10:57:41

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/23

Page: 9 of 11
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
44319		2338 WEEKS, KARL	57.00								
		TRAINING IN MISSOULA 4/13-4/14/23									
		032723 03/27/23 FD-MEALS	57.00			1000		420400	380		101000
		Total for Vendor:	57.00								
44299		84 WESTERN BUILDING CENTER	459.40								
		4I147242 03/16/23 WTR-GARDEN HOSE SHUT OFF	16.78			5210		430500	240		101000
		4I135567 03/07/23 STRS-WHITE PEX PIPE	22.98			2500		430200	240		101000
		4I136966 03/08/23 STRS-SELF LIGHTING TORCH	24.69			2500		430200	212		101000
		4I146178 03/20/23 STRS-18V DRIVE RATCHET	154.12			2500		430200	212		101000
		4I149120 03/17/23 FD-PIPE CLAMP, HAMMER DRL SE	44.68*			1000		420400	212		101000
		4I154904 03/22/23 STRS-PVC, CONNECTORS, ADAPTER	42.79			2500		430200	240		101000
		4I154918 03/22/23 STRS-PVC PIPE	22.29			2500		430200	240		101000
		4I155928 03/22/23 SWR-GORILLA ADHESIVE	10.99			5310		430600	220		101000
		4I157114 03/23/23 SWR-CLEAR POLY FILM	120.08			5310		430600	220		101000
		Total for Vendor:	459.40								
		# of Claims	54	Total:	100,461.80	# of Vendors	52				
		Total Electronic Claims			2,163.74						
		Total Non-Electronic Claims			98298.06						

03/31/23
10:57:44

CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 3/23

Page: 10 of 11
Report ID: AP110

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$40,490.78
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$6,481.29
4020 CAPITAL PROJECTS FUND - General	
101000 CASH/CASH EQUIVALENTS	\$41,000.00
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$4,173.45
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$8,316.28
Total:	\$100,461.80

03/31/23
10:57:44

CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 3 / 23

Page: 11 of 11
Report ID: AP100A

Council Meeting Date: April 3, 2023
100,461.80

Claims Submitted to Council:\$_____

Claims Denied/Withheld by Council Finance Committee:\$_____ Claim #'s:_____

Prepared By: Shawn Bates, Finance Director

S. Bates

Approved by Susan M. Nicosia, City Manager

S. Nicosia

City Council to Approve by motion on consent agenda

Mayor and Council -

Most of the claims are routine in nature, such as utility payments. Large claims include:

Butte Auto LLC - \$41,000 - Police 2022 RAM, vehicle replacement

Montana Truck Works - \$19,474.06 - annual service and repairs truck 431

UV Doctor Lamps - \$5,817.76 - UV Domed sleeve replacement parts

Ureco - \$4,372.88 - deicer

Please contact Finance Director Shawn Bates if you have any questions or concerns on any claim.

03/30/23
11:15:09

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 03/31/23 to 03/31/23

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	8.26		
COMP HOURS (Comp Time Used)	5.00		149.40
OVER HOURS (Overtime)	64.75		2,872.10
REG HOURS (Regular Time)	2,604.00		78,037.80
SHFN HOURS (Shift B)	252.00		504.00
SHFQ HOURS (OVT B)	30.00		90.00
SICK HOURS (Sick Time)	154.75		4,959.20
VACA HOURS (Vacation Time Used)	68.25		2,112.34

GROSS PAY	88,724.84	0.00
NET PAY	65,076.35	0.00
CHILD SUPPORT P	413.07	0.00
CITY OF COLUMBI	20.00	0.00
FIT	7,287.42	0.00
MEDICARE	1,286.51	1,286.51
MT ST FIRE ASSO	81.09	0.00
P.E.R.S.	3,861.42	4,384.43
PERS/FURS	867.62	1,164.39
PERS/POLICE	2,590.88	4,148.25
SIT	4,210.00	0.00
SOCIAL SECURITY	3,030.48	3,030.48
UNEMPL. INSUR.	0.00	488.01
WORKERS' COMP	0.00	3,079.94
CHARLES SCHWAB	1,783.15	0.00
FIRST INTERSTAT	2,461.56	0.00
FREEDOM BANK	4,583.54	0.00
GLACIER BANK KA	5,805.29	0.00
GLACIER BANK/CF	16,107.13	0.00
GLACIER BANK/WF	1,950.37	0.00
NAVY FEDERAL CR	2,079.75	0.00
PARKSIDE CR U	12,533.67	0.00
THREE RIVERS	1,229.90	0.00
USAA FEDERAL	1,407.31	0.00
USBANK.	2,754.47	0.00
VERIDIAN CREDIT	400.00	0.00
WELLS FARGO	5,838.09	0.00
WFISH CR UNION	6,142.12	0.00
FIT/SIT BASE	81,404.92	0.00
MEDICARE BASE	88,724.84	0.00
PERS BASE	85,774.67	0.00
SOC SEC BASE	48,878.66	0.00
UN BASE	88,724.84	0.00
WC BASE	87,767.47	0.00

Total 17,582.01
Total Payroll Expense (Gross Pay + Employer Contributions): 106,306.85

Check Summary

Payroll
3-31-2023
\$ 102,738.90
Barb Stachurski

03/30/23
11:15:09

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 03/31/23 to 03/31/23

Page: 2 of 2
Report ID: P130

Payroll Checks Prev. Out. \$60,015.95
Payroll Checks Issued \$514.16
Payroll Checks Redeemed \$58,775.53
Payroll Checks Outstanding \$1,754.58
Electronic Checks \$102,224.74

Deductions Accrued		Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	6060.96		6060.96		212260
Medicare	2573.02		2573.02		212260
P.E.R.S.	8245.85		8245.85		212270
Unempl. Insur.	488.01	3559.92		4047.93	212210
Workers' Comp	3079.94	22775.17		25855.11	212220
FIT	7287.42		7287.42		212260
SIT	4210.00		4210.00		212260
AFLAC-PRETAX	0.00				212230
NATIONWIDE/EMP	0.00				212280
Teamsters dues	0.00				212310
PERS/Police	6739.13		6739.13		212240
NATIONWIDE/CITY	0.00				212280
AFLAC-POSTTAX	0.00				212230
PERS/FURS	2032.01		2032.01		212275
MT ST FIRE ASSO	81.09		81.09		212315
HEALTHINS/PRE	0.00				212400
CITY OF COLUMBI	20.00		20.00		212450
UNUM LIFE INS.	0.00				212400
FLEX ALLEGIANCE	0.00				212285
CHILD SUPPORT P	413.07		413.07		212330
FOP	0.00				212335
FLEX DEP CARE	0.00				212285
Total Ded.	41230.50	26335.09	37662.55	29903.04	

**** Carried Forward column only correct if report run for current period.

CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD MARCH 20, 2023

Mayor Barnhart called the meeting to order at 7:00 p.m.

ROLL CALL: Councilor Fisher, Councilor Hamilton, Councilor Piper, Councilor Robinson, Councilor Shepard and Mayor Barnhart. Absent: Councilor Lovering.

Also Present: City Manager Nicosia, City Clerk Staland, City Planner Mulcahy, City Attorney Justin Breck, Deputy City Attorney Stephanie Breck and Police Chief Peters.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA: Councilor Fisher motioned to approve the agenda, seconded by Councilor Shepard and the motion carried.

CONSENT AGENDA: Councilor Robinson made motion to approve the consent agenda noting all claims appeared to be in order, seconded by Councilor Piper with Council voting as follows. Ayes: Fisher, Hamilton, Piper, Robinson, Shepard and Barnhart, Lovering absent.

Approval of Claims - March 20, 2023 - \$105,859.01

Approval of Payroll Claims - March 17, 2023 - \$155,360.02

Approval of Regular City Council Meeting Minutes - March 6, 2023

Contract Amendment - General Engineering On-Call Services - Morrison-Maierle and authorize City Manager to Execute

VISITORS/PUBLIC COMMENT (Items not on agenda)

Shirley Folkwein resides at 285 Shooting Star Dr. said she represents The Upper Flathead Neighborhood Association. Ms. Folkwein had concerns with the deadline on public comments and requested Mayor Barnhart to call a recess to read all letters that were presented to council before the meeting. Mayor Barnhart stated all public comments that were received up until 6:00 p.m. this evening were distributed to council prior to the meeting, to which they did have time to read.

Mayre Flowers, Citizens for a Better Flathead located at 35 Main Street, Kalispell. Ms. Flowers said they manage the Waste Not project in the Flathead and have a new guide to recycling and would like the city to include it on their website.

Ms. Flowers said she was not able to attend the February 14, 2023 Planning Board meeting but was able to read articles in the newspaper. She is disappointed that in the articles the citizens of Columbia Falls have been called NIMBY's and anti-growth. The findings and issues the public have brought forward are council duties to look into and address as you make your decisions.

Matthew Padgett resides at 220 Larch Ridge, requested the recusal of Councilor Fisher from the second Public Hearing due to a video that was produced at his place of business where his spouse was speaking on housing needs in the community on the video.

Mr. Padgett said a question was asked of City Attorney Breck on how much credibility should be given to public comments, where the City Attorney replied the statements of the community are the last and lowest consideration. Mr. Padgett believes in prior meetings city staff has acted unprofessionally. Mayor Barnhart asked Mr. Padgett to remove himself from the podium as he is moving on to personal attacks of city staff as well as inaccuracies in his statements. Mr. Padgett refused to step away from the podium. Mayor Barnhart asked Police Chief Peters to escort Mr. Padgett from the podium.

Susan Wheeler resides at 325 4th St. E.; said it is a double standard to promote community support and not listen to them. Ms. Wheeler believes requiring a citizen to state their physical address before speaking is a safety concern and discriminates against the homeless or people in transition.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

Public Hearings - Planning Items Within the Columbia Falls Jurisdiction:

The Columbia Falls City-County Planning Board held public hearings for the following items at their regular meeting on Tuesday, February 14, 2023 at 6:30 p.m. at the Cafetorium in the Columbia Falls Junior High School, 1805 Talbot Road, Columbia Falls, Montana. **The Columbia Falls City Council will hold a subsequent hearing on March 20, 2023 starting at 7:00 p.m. in the same location.**

FIRST HEARING:

Mayor Barnhart read the Public Hearing Notice: Request to amend an approved Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

The RH2 LLC is requesting an amendment to a previously approved Planned Unit Development overlay for the property located at 812 4th Ave West which is at the corner of 8th Street West and 4th Ave West. The original PUD allows nine residential units and three commercial spaces in two buildings on the half acre parcel. The amendment would replace the 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 as well as providing 24 off-street parking spaces. 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.

City Planner Mulcahy delivered Staff Report CPUD-23-01 as Findings of Fact. Initially the property was approved as a mixed-use PUD with nine apartment units and three commercial office spaces said Mulcahy. The new owner is requesting to amend the PUD to eliminate the three commercial units and add three residential units. Mulcahy said this proposal went before the Planning Board on February 14, 2023 and the Board unanimously recommended approval of the amended PUD.

Councilor Fisher said after reviewing the staff report it appears that condition number 14-that short term rentals shall not be allowed, is not included. City Planner Mulcahy confirmed it was an oversight on his part and will make the proper correction.

Councilor Piper asked if there will be designated parking on 8th St. W. Mulcahy replied there will be public parking on 8th St. W. and on 4th Ave. W., but the requirement is for off street parking and the developer will provide 24 off street tenant parking spaces, meeting the required 2 spaces per unit in the zoning code.

Mayor Barnhart opened the Public Hearing at 7:16 p.m.

Shirley Folkwein represents The Upper Flathead Neighborhood Association and they support the PUD.

Evon Heaser, 160 Nucleus Ave., said she is in support of the development.

Terri Hill resides at 340 Badrock Dr., asked what the rental rate for the apartments will be. Mayor Barnhart said council does not have that information; it is up to the property owner.

Clarence Tabor resides at 24 Tabor Lane, said he supports the development.

Mark Reiten resides at 380 Kokanee Bend, said he supports the development and any other development west of the Flathead River.

With no further comments Mayor Barnhart closed the Public Hearing at 7:21 p.m.

Councilor Fisher made motion to adopt Staff Report CPUD-23-01 as Findings of Fact with the correction of adding condition number 14 as requested from the Planning Board, seconded by Councilor Robinson with Council voting as follows. Ayes: Hamilton, Piper, Robinson, Shepard, Fisher and Barnhart.

Councilor Piper motioned to approve PUD with conditions and direct staff to prepare an ordinance for the April 3, 2023 regular council meeting, seconded by Councilor Shepard with Council voting as follows. Ayes: Piper, Robinson, Shepard, Fisher, Hamilton and Barnhart.

SECOND HEARING:

Mayor Barnhart read the public hearing notices:

A Zone Change Request from CSAG-5 and CSAG-10 to CR-4 in the Columbia Falls Zoning Jurisdiction.

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. 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.

Request for a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

The applicants, Twin Peaks Farms, LLC, High Country Land and Cattle (MT) LLC and River Partners LLC are 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 and is 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 project consists of 180 residential units (99 single family attached units and 81 apartment units. The gross density of 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.

City Planner Mulcahy delivered Staff Report CZC-23-01 and Staff Report CPUD-23-02. Mulcahy said he would be combining the hearing on the Staff Reports for the zone change and CPUD at the same time this evening. Mulcahy stated that the applicant wants to construct and build an urban density development as provided for in the City Growth Policy. Mulcahy went through the evaluation based on statutory criteria. This application packet went before the Planning Board at the February 14, 2023 meeting. The Board recommended against changing the zoning and in criteria number three they stated: The Geotechnical Report provided in the application states that static groundwater depth is 2.2 to 2.3 feet. Given the shallow depth of groundwater, the Planning Board was concerned the project could impact neighboring wetlands if the soil was dewatered for construction of infrastructure particularly since the development abuts the wetland areas with little or no setback in some areas. The Planning Board determined that the application did not address these concerns adequately and therefore the applicant does not meet this finding.

The Planning Board essentially disagreed that this project will not overcrowd the land with the reasons that the Montana Fish, Wildlife, and Parks provided in a letter stating a resident elk herd uses this property to access the Bad Rock Canyon WMA to the north and that the proposed development has the potential to block the travel corridor. The Planning Board thinks the zone change will overcrowd the land.

Criteria eight was also amended by the Planning Board with one member believing the City's infrastructure needed to improve prior to more development.

The Planning Board also brought up at present there are no pedestrian connections from the proposed development property and the pedestrian trail along the south side of Highway 2. As a result, residents of the proposed development on the subject property would have to cross the highway to get to the path or walk the shoulder of the highway to get into town by any means other than a vehicle.

The PUD follows the same criteria as the zone change. Mulcahy said given the Planning Board recommended denial of the zone change based on the amended findings of fact; subsequently, the PUD did not meet zoning and therefore was also denied.

Mulcahy said the application was reviewed in conformance of the Large Building regulations, 18.428, and the application meets those standards.

The PUD requires a minimum of two acres and the applicant has 22.5 acres, the maximum density in a CR-4 zoning is 12 units/acre. The applicant is requesting 180 units or 7.98 dwelling units/acre. If the zone change is denied they would not meet the density provisions noted Mulcahy. PUD standards also require that thirty percent of the site be devoted to open space and park, the applicants are proposing 54.2% of the property for park and open space.

With 180 units and a club house the applicants need to provide 379 parking spaces, the applicants are providing 421 parking spaces.

Water and sewer would be provided by the City of Columbia Falls. There are a number of permits required for the applicant to secure in order to have city services cross the Flathead River. Permits include Flathead Conservation Permit, Army Corp of Engineers for impacts to wetlands, and a Flood Plain Development Permit from the City of Columbia Falls per our requirements handed down from FEMA and DRNC.

Fire and Police services would be provided by the City of Columbia upon annexation. Streets will need to comply with the City of Columbia Falls standards.

The staff report recommended approval of the PUD subject to 24 conditions.

Mayor Barnhart asked Council if they had any questions for staff. Seeing none, Mayor Barnhart asked for the applicant's presentation.

Rishi Kapoor; CEO, Location Ventures, said he was here to speak about the real estate project and what that project is, along with talking about growth and having a healthy conversation on community concerns.

Kapoor said they have grown as a professional organization of which they are very proud. But wherever we go our values are to be respectful, have fun and do good work by putting out an excellent product. Kapoor said they have met with hundreds of people in the Flathead over the last two years. They are here to be helpful and thoughtful about what real estate solutions are in building a balanced community. They would like to address the housing crisis we face here and to be respectful of what makes Montana, Montana. Kapoor wants to show how serious he is with the underlying housing problems here in Columbia Falls. He is willing to work with local government to proffer a dedicated amount of housing for service workers in Columbia Falls.

They believe they have tastefully designed a mostly single-family home community that will give people pride to call home that is mostly green and open space with improved public access to the Flathead River.

Kapoor said the development they are proposing is over one hundred million dollars of investment in Columbia Falls including paying for infrastructure for city services. There will be jobs for locals, close to home. Additionally, we are talking about increased tax base that will help support city staffing and services.

Dr. Patrick Barkey, Economist & Director of U of M BBER, said they recently performed a housing market analysis at the request of Location Ventures. Last year they had data recorded for 2021, they have recorded growth in inflation adjusted earnings of 8.3%. That is the highest in 20 years said Barkey. Our expectation is this part of the state will continue to see above average growth.

According to the IRS records, the income of new arrivals is high compared to local income. In 2017 the median earning household income could afford a median priced home without spending more than 30% on housing. In 2022 the median earning household can only afford half the payment.

Dr. Barkey said a housing market that is healthy has inventory and vacancies. The inventory is now in a deficit of 31,000 housing units. A deficit clearly raises prices and reduces inventory. It also does other things; it inhibits the formation of households. Strong demand pushes up prices and restrictive policies pushes up housing prices. Regulation plays an important role in the housing market outcome. Barkey said there is a perception that until developers build housing that lower income households can afford, no improvement will occur in affordability. Growth may bring problems but it also brings resources that can be used to address problems. It's better to have the problem of managing growth than to manage economic decay, which robs your community of resources said Barkey.

Frank Astor; Vice President of Single-Family Homes, Location Ventures, said this is not just another development; these are homes for families already living here. To fill the missing middle means addressing the housing deficit that exists here. Our development will have primarily single family detached homes with 2-4 bedrooms to accommodate people in different points in life with different size families. These homes have front and back yards with a garage. They also have a smaller home which includes apartments with 1-3 bedrooms. Mr. Astor said in both cases we take pride in the architectural design in the development.

This is an appropriate place for housing and for the growth of the city. There are a total of 180 homes, mostly single family homes. There is a resident club house on site for resident use; there is a park for families to enjoy along with a dog park. The river can be accessed by the public through the private community.

We made the decision not to mitigate the wetlands and not to build a manmade pond; they want to keep the space open.

Mark Rohweder; Lead Engineer, KLJ Engineering said the two pieces of property lie within the urban residential area in the City Growth Policy, therefore our zoning request is consistent with the Growth Policy. Rohweder said they are not asking for any variances with the PUD, there will be no short term rental offerings within the development.

Mr. Rohweder said in 2022 they completed a Traffic Impact Study (TIS), we follow the guidelines of Montana Department of Transportation and used the most recent available traffic data collected that was in July 2021. MDT allows adjustments for the average traffic counts, such as data from the summer or winter month's traffic counts differ. The traffic engineers used the highest traffic count numbers and added an annual increase of 1.5% to capture the increase of traffic counts. The engineers will continue working with MDT as they refine the development and progress along. If MDT requests additional traffic improvements on site or a crosswalk the developer is willing to make those changes to keep the site as safe as possible.

The site exceeds the parking spaces required with 36 extra parking spaces spreading out over project. There are two approaches into the property; one is to the east of the property and the other to the west near River Road. They have rerouted River Road to the east based on input from MDT and others on safety and environmental impact of the current location.

Mr. Rohweder stated they will extend City water and sewer across the Flathead River into the development and extend the main line to the east end of the property. Lighting and fire hydrants are on site per City standards.

Lance Thomas, Pipeline and Utility Engineering Consultant, Gulf Interstate said there are two ways to bring city services across the river, one is directional drilling under the river and the other is to attach the mains to the bridge. Mr. Thomas explained the pros, challenges and solutions on each method. Mr. Thomas said it is his understanding that the City of Columbia Falls strongly prefers the underground directional drilling option. It may be at a higher cost but very low long term maintenance and a high reliability once installed. Location Venture will work with the City to ensure a safe reliable design.

Councilor Shepard asked Mr. Thomas to describe how the welds would be done and the reliability of the welds. Thomas said it is a complete fusion weld; the welding machine itself takes two pieces of pipe at the ends to make a flat surface, then heats up the plastic and pushes the two together. It is a reliable process. Then ultimately you hydrostatically test at the end, which is the ultimate test for the amount of pressure.

Mayor Barnhart asked Mr. Thomas if you would pull a steel sleeve underneath with the lines within the sleeve. Mr. Thomas said that is correct. Mayor Barnhart asked if a bypass line was included in case the City had to replace the main line, it could be switched to the bypass line to accommodate service. Thomas said it could be accommodated if you choose to go that route. Mayor Barnhart asked if they have seen that in the past. Mr. Thomas replied no, the most economical way is to overdesign the initial installation so the pipe is twice as strong as it needs to be.

Mayor Barnhart asked Council if they had any questions for the applicant.

Councilor Fisher said he would like to give two disclosures for council discussion before proceeding. Fisher said his wife was featured in a video of a local focus group that was interviewed regarding housing in the Flathead. This focus group was held at their business, Backslope Brewing; he stated that they were not paid for the use of the space. Fisher believes his wife's participation in discussions pertinent to the community does not disqualify him from participating in this process as a Councilor. For these reasons, Councilor Fisher does not plan on recusing himself, however if the Mayor and Council feel differently he will defer to their decision. On another note, Councilor Fisher said he is a Board member of the Gateway to Glacier Trail Group; this is an unpaid volunteer position. It was recently brought to his attention that the applicant, Location Venture has made a contribution to the 501(c)(3) organization. Fisher does not believe participating in a non-profit

organization that accepts donations and fund raises disqualifies him in this discussion. Fisher will defer to the wishes of Mayor and Council on participation.

City Attorney Breck said he and Councilor Fisher had a conversation on Fisher's concerns. Breck said the statutory issue in considering if there was a conflict of interest is whether or not the Board Member stands to derive a pecuniary gain or benefit from the decision made one way or the other. Councilor Fisher has disclosed that he has not received any pecuniary gain or benefit from Location Ventures holding a focus group meeting at his business.

City Attorney Breck agrees with Councilor Fisher on the nonprofit concern as it is a 501(c)(3) and he does not receive compensation as a director. A donation to the organization is irrelevant to his ability to make a decision one way or another without a conflict of interest on that decision.

Councilor Shepard and Piper do not have a problem with Fisher voting, Robinson said he is an elected official, elected by your constituents and a valued member of Council and the community and she does not have an issue with Councilor Fisher's involvement. Mayor Barnhart said he is good with Councilor Fisher and City Attorney Breck's explanation. Councilor Hamilton said she understands the legalities and conflict of interest but within our small town Hamilton believes Fisher should recuse himself from further discussion and voting. It was agreed that Councilor Fisher will continue with discussion and voting in the Public Hearing.

Councilor Shepard asked the developer if they have had conversation with Fish, Wildlife and Parks to discuss the wildlife corridor. Mr. Astor replied they have been very clear in wanting to collaborate with Fish, Wildlife and Parks, there are multiple strategies to be considered and we will consider them. We will work to accommodate wildlife migration if it is necessary.

Councilor Fisher inquired on the distance from river corridor to the club house area. Fisher also inquired for discussion on dedicated housing and how that would work. Mr. Astor replied it is over 100 ft. from the river to the club house.

Mr. Kapoor said the concept for them on dedicated housing would involve an annual window for applications that have the right criteria. We offer housing for that demographic throughout that window and if we have remaining vacancies they would be offered to the general public. Fisher asked if there are a certain percentage of units allotted. Mr. Kapoor said it has not been discussed and is still in concept. Fisher asked if you have something like this in other units you work with. Kapoor replied yes, we are working with the exact concept with another city dedicating a percentage there. It was a requirement of what local government wanted to see, but has not been finalized as of yet.

Councilor Robinson asked Mr. Rohweder to elaborate on the wetlands paragraph on the KLJ report. Mr. Rohweder said we submitted the report to the Corps of Engineers and they concur with the boundaries of the wetlands. The Corps of Engineers will have jurisdiction over the wetlands if they are disturbed. Robinson asked if the wetland waters connect to the Flathead River. Rohweder replied they flow through; all that area is connected to the Flathead River. If the developer impacts the wetlands there is a process on what is being disturbed and what the remediation will be. Robinson asked if you will be filling in the wetlands with materials. Rohweder said they may impact it but will fill in with gravel where needed.

Robinson asked about traffic speed. MDT has standards that we must comply with said Rohweder.

Councilor Shepard asked City Planner Mulcahy how the County was able to fill and build to the west of Murdoch's. Mulcahy replied it is an unzoned area and does not require building permits. Essentially there is no review policy; it is incumbent on the Corp of Engineers to regulate their wetlands if it is a jurisdictional wetland.

Mayor Barnhart noticed a stream that runs to the north of the project and asked if it was on the project site. Mr. Astor replied no it is not.

Councilor Piper asked if the City services were supplied across the river, who is responsible for maintenance. Mulcahy replied the City will maintain it.

Councilor Hamilton asked if there was a plan B if the project was not approved. Mr. Kapoor said right now they are focused on what they are presenting.

Mayor Barnhart requested clarification on pedestrian crossing on Hwy 2. Mr. Kapoor said they will make it a priority and consult with the experts on the best solution. Kapoor said you can count on them for a commitment as a condition of the development.

Councilor Shepard asked where the developers were going to get laborers for construction. Mr. Kapoor said we will hire locally as a priority. This project is years in the making, once we have a site plan we would go into regional hiring and create jobs in the community said Mr. Kapoor.

Mayor Barnhart asked about phasing the project and if there was a guarantee on infrastructure. Mulcahy said when we review phasing we review it as each phase can stand alone. If the applicant wanted to propose phasing down the road they would have to come back with a PUD amendment. Mr. Kapoor stated they intend to develop the project in one phase. They would be happy to commit to include all the infrastructure needs upfront of building the project.

Mayor Barnhart said it has been a concern with the city and citizens that the city has always maintained water lines and there is money put aside for that. Mayor Barnhart said it's on the developer to install city services.

Mayor suggested a short recess at 9:12 p.m. the meeting is back in session at 9:22 p.m.

Mayor Barnhart opened the Public Hearing at 9:22 p.m.

Tom Pullen, 819 12th St. W., said he is looking at what the city has already approved and does not see the rush on any of this. Mr. Pullen believes we are slammed and don't need more sewage. Pullen believes they don't want to be a part of the community, they want to be a private community.

Mark Reiten, 380 Kokanee Bend Dr., said he spoke with Franz a biologist at FWP about the elk and other wildlife in the area. This development will cork off wildlife said Reiten. There will be lots of traffic on Columbia Falls Stage Rd. if this development and the Highlands go through. Mr. Reiten said we need to approach with caution and keep development west of the Flathead River.

Wes Martin, 70 Jackson Hill Lane, said the traffic at River Rd. was terrible now and will be worse with construction vehicles entering at the intersection. The wages of Columbia Falls residents is closer to 50k and

believes the rent is not for local residents. When you have a catch basin with curb and gutter it cannot go in the wetlands. Mr. Martin believes development belongs on the west side of the Flathead River.

Dawn Lorenzen, 2730 Middle Rd., stated she objects to the development. Ms. Lorenzen said she thinks the development is attractive but it should be built somewhere else.

Rachel Schmidt, 675 Woodside Lane, Whitefish, said she is a 4th generation Flathead resident. Ms. Schmidt said she has worked in and with the states of Colorado, Utah, Wyoming on their countless problems associated with growth over the last 20-30 years. Schmidt encourages council to oppose the requested zone change as presented. Please find a suitable place for this development.

Jesse Johnston, 7210 Hwy. 2 E.; said he has managed the property next to the proposed development for the last 15 years and knows the area well. Mr. Johnston said the wetlands drain into the river and there is a lot of standing water as well. Johnston is also concerned with wildlife and the elk herd. Mr. Johnson said the property is zoned agriculture and does know why you would want to change that. It is a great spot and would hate to see it change.

Cassidy Kipp is the Deputy Director of Community Action Partnership, 214 main St. Kalispell. They provide help for those who may be under employed. Ms. Kipp said they serve 14% of households within Columbia Falls. They have 80 deed restricted units in Columbia Falls and own 44 different units in Columbia Falls that they have developed and operated over 20 years. Ms. Kipp encourages council to do a housing needs assessment.

Teri Daniels, 524 US Hwy. 2 E., stated September 17, 2021 the federal tribes were awarded the water right access to the Flathead River. This development sits in a watershed area beyond what is called a wetland or flood zone. Ms. Daniels read a letter from the conservation on what is recommended for the watershed statement.

Kristi Sell, 2995 Columbia Falls Stage Rd., served in Law Enforcement in Alaska. She spoke about the traffic struggles and potential problems. Ms. Sell requested council to please consider other places more suitable for this development.

Kate Keirdall, 2730 Columbia Falls Stage Rd.; said she shares the concerns other have spoken on this evening, especially on wildlife being displaced. This is not the place for this type of development.

Gerard Byrd, 645 Spotted Bear Rd., Martin City, said he has been a School bus driver for 39 years and never tires of his commute. Mr. Byrd spoke with the local FWP bear specialist; she verified the stretch between Columbia Falls and Badrock Canyon is a huge wildlife corridor and said it's the densest black bear and grizzly population in the lower 48. Per Mr. Byrd, she advised him that housing developments would defiantly cause displacement and increase bear and human conflict. Mr. Byrd asks the City Council to deny the request for a zone change.

Shelly Handlin, 181 Dawn Dr., said we need work force housing that is affordable not attainable. Ms. Handlin said she is opposed to the location of this development.

Clarence Taber, 24 Taber Lane; said the issue not that they want to build; it's where they want to build. It's not that they are against development they are against building on the east side of the Flathead River. We object to the Growth Policy said Taber.

DJ Zor, 372 Badrock Dr., said he would like to talk about flooding as it hasn't been addressed yet. In 2022 the Flathead River crested at 52,000 CFS, in 1964 the river crested at 175,000 CFS which put property under water. Mr. Zor said we need development as Columbia Falls is growing, but we need to be cautious and considerate on where that development needs to happen. Zor shares the same concern for wildlife.

Fred Flint, 125 Lewis Lane, said from the time the three forks of the Flathead River were designated in 1976 and it was designated as a wild and scenic river. Mr. Flint said he was one of the primary managers of 219 miles of the rivers. Mr. Flint is very familiar with the sudden changes of the river and is concerned with the impact of quality of the Flathead River. Mr. Flint believes city services under the river is a bad idea and encourages council to reject this proposal and further recommends a resolution rejecting any city service under the river bed.

Aaron Gusto, 221 Belterra Lane, Bigfork, said he is with the Montana Chapter of Back Country Hunters and Anglers as a Regional Board Member. Their group represents over 3,000 hunters and anglers across the state of Montana. Mr. Gusto said he is concerned with what the development will do to the existing wildlife as well as concerns of potential sewage spilling into the Flathead River. He understands the need for housing but not at the cost of jeopardizing our rivers and wildlife in this area.

Becky Williams, 62 Crescent Dr., said she believes by building around the area it can be compromised. Ms. Williams said we are blessed with what we have and need to maintain it for future generations.

Ruth Clawson, 355 Rogers Rd., said she is speaking in opposition of the proposed development. Ms. Clawson shares the same concern as those before her on wildlife. Clawson is also concerned with affordability of the homes for citizens of Columbia Falls. If we fill up our vacant lands the beauty of our land will be gone forever said Clawson.

Hillary Lange, 4176 Columbia Falls Stage Rd., said she serves on the Boards of The American Fly Fishing Trade Association, The American Fly Fishing Trade Association Fisheries Fund, The American Rivers Northern Rocky's River Council, The Fishing Outfitters Association of Montana Guiding for the Future and the Advisory Board for Flathead Rivers. Ms. Lange asks the Council to fully consider the Flathead River Channel migration zone mapping sponsored by Montana DEQ, FWP and the Flathead Lakers. The zone mapping is a 24 mile section of the main stem and an excellent reflection of how dynamic the river is. Ms. Lange said the development is not suitable for this area.

Evan Robinson, 4176 Columbia Falls Stage Rd., agrees we need more housing but this is not the right place for it. Robinson has concerns with city service lines going under or over the river. We are one of the world's last remaining intact eco systems supporting wild native cut throat and wild native bull trout. A sewage leak of any type would dramatically devastate our fishery.

Ryan _____, 6505 1/2 Farm to Mkt. Rd., Whitefish, said he is aware of housing in the area however does not agree with running city service lines under the Flathead River. Ryan suggested building somewhere else.

Terry Hill, 340 Badrock Dr.; said they chose to live in Columbia Falls and not Whitefish because of the quality of life here. Ms. Hill disagrees with the presented wages for the Flathead Valley. Hill believes we don't have all the facts on affordable housing. Hill is opposed to this development at this location.

Holly Ford, 795 Trap Rd., is absolutely opposed to the zone change and the proposed development. The zone change will open the door for development to destroy our area. This is not affordable housing for Columbia Falls residents.

Andy Bently, 62 Wood Ridge Dr., said he has a background in wastewater management and believes things were not completely addressed. Mr. Bently is opposed to the zone change and development east of the river.

Susan Wheeler, 325 4th St. E. read a newspaper article on Mr. Kapoor. Ms. Wheeler is opposed to the development as it is not affordable housing for Columbia falls.

Alison Smeltz, 1406 3rd Ave W.; asked council to deny the proposed development. Ms. Smeltz read a poem.

Robin Robinson, 1313 4th Ave. W.; said she realizes the need for housing but east of the river is not the answer.

Gary Hall, 140 Steppe Lane; believes we should not base our development, procedures and processes in migration. Mr. Hall is concerned with traffic as it is already busy. Hall said in the staff report there are 35 criteria's they must meet and in his opinion they did not meet 18 of them. Mr. Hall is concerned with the wildlife in the area. Hall said according to MCA 7-2-4734 it requires that property to be annexed is contiguous. This is development is not in the best interest of our area.

Vin D'Angelo, 185 Badrock Dr., said he is a Fishery Biologist for the Flathead for the last 15 years. Mr. D'Angelo said research has shown the Flathead River is a statewide regional strong hold for native species. This water shed is also internationally recognized, referring to the North Fork Protection Act. D'Angelo hopes this place does not turn into other places.

Philip Matson, 1125 Raven Lane, said he has been a researcher at the Flathead Lake Biological Station conducting research for the past 22 years. The jurisdiction wetland number three will definitely be impacted by this proposal. This developer stated the site can be developed by the removal of the top layer of material; this is misleading as this material is made up of organic soils that have high capacity of holding water. It is generally policy of the State of Montana that natural water bodies and the lands immediately adjacent to them are to be protected and preserved to their natural state. Mr. Matson stated building in the wetlands is not the place for this development.

John Sheridan, 2405 Hwy 206, stated if you're going to build something don't build apartments, build houses. Think about the people that live there and their quality of life.

James Dryviston, 4196 Columbia Falls Stage Rd., stated he is not opposed to growth but is for sensible planned growth. This zone change does not allow for sensible growth. Let's not ruin what we have and work together

on sensible growth and planning. The wetland should be preserved and not developed. The city needs to maintain what they have.

Jeannie DeCarlo, 9 Cedar Pointe Loop, said we are fortunate to live here in Montana. As a resident of Columbia Falls Ms. Decarlo is concerned about the city's future as we face a housing crisis. The voices you hear tonight do not represent the community in its entirety. Decarlo asks council to remember those who are not here, those that are counting on you to say yes for a well-planned out project such as this one. Make sure our people have a place to live said Decarlo.

Yvonne Heaser owns a Dentist Office at 116 Nucleus Ave., said she is opposed to the proposed project. Ms. Heaser is concerned with the quality of care she can provide with expedient growth. Heaser said she is not only a Dentist but a community member that loves this city. Heaser suggests slowing down as you make a decision tonight as this decision will affect us for the rest of our lives.

Trish Hogan, 1056 Sawtooth Trail, said housing costs depend on the economy. Ms. Hogan said just because we can go under the river doesn't mean we should. Columbia Falls cannot keep up with the residents we have. You are the voice of the people and the people have spoken.

Jennifer Ashe, 21 Blue Jay Way, stated she is opposed to the housing project. Ms. Ashe said we are the community and we love this area.

Tabitha Graves, 1105 Columbia Dr., believes this development is a poor fit for the area. The Planning Board did a good job reviewing the proposal. Ms. Graves shares concerns as others before her on wildlife, wetlands, traffic and the river. This proposal is not going to provide Columbia Falls the housing it needs said Graves. Please deny the zoning change and this development.

Jackie Demongin, 4250 Columbia Falls Stage Rd., said her background is in budgeting and discussed rental prices as presented. Ms. Demongin said they support housing but not at this location. It's time the people, the businesses and city officials go back to the drawing board for real solutions. This zone change will destroy the character, overcrowd the land and risk health and welfare for our river and wildlife. Demongin asked council to deny this development.

Shirley Folkwein, 255 Shooting Star Lane, is representing the Upper Flathead Neighborhood Association; stated they are in opposition of the proposal. This proposal does not promote the health and welfare of Columbia Falls. Folkwein said she did not see Columbia Falls data in the developer's presentation, it was for the Flathead. It is important to have a housing development study for Columbia Falls to be done.

Luci Yeats, 315 Shooting Star Dr., said there were ten issues raised by the Planning Board; those issues were the reason for the recommendation to deny the project. Ms. Yeats said she counted only six issues addressed in the staff report. Yeats asked council how they will review an incomplete plan. Yeats hopes the letters you have received and public testimony this evening will encourage you to pause and consider what the people of Columbia Falls have said and deny the project.

Connie Riley, 10 Crescent Circle, and hopes the city council will not allow the zone change as it would be a detriment to our community. Ms. Riley understands the need of housing but why do we have to supply the

people from out of state with homes. Some homes are being bought up only to be used for nightly rentals. Riley is concerned with city services placed under the river. Riley asks council to please deny the zone change.

Vickie Brown, 385 Badrock Dr.; said growth is inevitable but is not here for the purpose of not preventing it. This development of 180 units could add near 468 to the community which she believes is 8.8% growth. Brown is concerned with traffic, affordability, wetlands and wildlife. Ms. Brown is not in favor of the development.

Fred Haas, 4188 Columbia Falls Stage Rd.; does not see the reason that Columbia Falls needs to solve Flathead County's housing shortage problem. The development does not fit the characteristics of the neighborhood. Mr. Haas does not want to see this development come to be.

Paul Nelson, 620 Valley View, said he heard about the evil developers coming in but he does not believe that is the case here. Mr. Nelson said the Army Corps of Engineers will deal with the wetlands and if it doesn't comply then it will be done. Affordable housing is an issue here in Columbia Falls as his son has been looking for a house and could afford these homes. Mr. Nelson said you have a terrific opportunity to work with people that will make public access to the river. Nelson said to use a good thing while you got it or the state will take it over.

Callie Huslander-Cooper, 1160 Mooring Rd., said her children fish the area and it breaks her heart to think it can all be destroyed if it gets developed. Please deny this development to the east side of the river.

Mayre Flowers represents Citizens for a Better Flathead, 35 Main Street, Kalispell, Ms. Flowers said the City Growth Policy needs to be updated and changed. This development represents potential evasion of the subdivision act given the developer stated he might be able to sell units in the future. Mayor Barnhart said we have received your documents and they are in the public record. Ms. Flowers asked that council takes the time to review all documents received.

With no further comments, Mayor Barnhart closed the Public Hearing at 11:44 p.m.

Mayor Barnhart said we have heard a lot of testimony this evening and he would like to make a suggestion for Council to take time to absorb what was brought before Council this evening.

Councilor Fisher agreed there was a lot of information provided and is fine waiting if that is what council suggests, or he would stay to make a decision. Councilor Robinson said she would like more time to review what was presented this evening. Councilor Shepard said he was prepared to stay as late as needed but will wait if it's the decision of the council. Councilor Hamilton said she can go either way. Councilor Piper said he would like additional time to absorb what has been received. Councilor Fisher asked if the applicants will be available for another meeting. Mr. Kapoor said they would be available.

Mayor Barnhart said more than 25% of the adjacent land owners have filed a protest against the zone change; pursuant to state statute, the zone change would need a two thirds vote from the Council to approve. In response to a question from someone in the audience, Mayor Barnhart said the Public Hearing has been closed and the Council will take no more public input and the continuance of the meeting will be open to the public.

Mr. Padgett asked if there was a guarantee that there will no discussion between council and the developers. Mayor Barnhart replied there will be no ex parte communications before the meeting; City Council follows the state statutes in their proceedings. Also in response to a question from the audience, Mayor Barnhart noted that Councilor Lovering will be able to view the meeting via YouTube and she has the same documents, comments and reports provided to Council and she can make a determination if she is comfortable participating in the next meeting.

City Planner Mulcahy said if Council wants him to attend it would have to be on April 17th as he has another Council meeting on April 3rd. City staff will announce the date as soon as possible.

Mayor Barnhart suggested a recess at 11:57 p.m. Mayor Barnhart called the meeting back to order at 12:02 a.m.

Mayor Barnhart read the Notice of Public Hearing - Conditional Use Permit - City Council April 3, 2023

The Columbia Falls City-County Planning Board held 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.

NEW BUSINESS:

Award Bids - 5th Ave EN Water Main ARPA Project to Sandry Construction Company Inc. in the amount of \$253,350 and authorize City Manager to Execute

City Manager Nicosia said the recommendation is to award the bid to low bidder Sandry Construction Company Inc. in the amount of \$253,350. She noted that this is the City's Water ARPA project.

Councilor Fisher made motion to award the bid for the 5th Ave EN Water Main ARPA Project to Sandry Construction Company Inc. in the amount of \$253,350 and authorizes City Manager to execute the contract documents, seconded by Councilor Shepard with council voting as follows. Ayes: Fisher, Hamilton, Piper, Robinson, Shepard and Barnhart, Lovering absent.

Approval of Request from Baiair Holdings Industrial Park, 290 Truck Route, Outside City Limits, to Connect to City Sewer

City Manager Nicosia said Baiair Holding Industrial Park is requesting to connect the existing shop to the City sewer main. City staff recommends approval.

Councilor Hamilton motioned to approve the request from Baiair Holdings Industrial Park, 290 Truck Route to connect to City sewer, seconded by Piper with council voting as follows. Ayes: Hamilton, Piper, Robinson, Shepard, Fisher and Barnhart, Lovering absent.

Approve Letter of Support - Drug Task Force MBCC 23-24 FY Grant Request

Councilor Shepard motioned to approve the letter of support for Drug Task Force MBCC 23-24 FY grant request, seconded by Councilor Robinson and the motion carried.

Approve Letter of Support - Flathead County 2023 FLAP Grant Application - North Fork Road

Councilor Shepard made motion to Approve Letter of Support - Flathead County 2023 FLAP Grant Application - North Fork Road, seconded by Councilor Piper and the motion carried.

RESOLUTIONS:

Resolution # 1895 - A Resolution of the City Council of the City of Columbia Falls, Montana, Designating the Columbia Falls Chamber of Commerce as the Nonprofit Organization that Will Oversee the Lodging Facility Use Tax Revenue Collected Within the City to Promote Columbia Falls as a Tourism Destination

City Manager Nicosia said the City received word that Columbia Falls finally qualified as a tax funded conventional visitor bureau. The City's only role is to designate a non-profit organization to manage the funding. Nicosia said she met with the Columbia Falls Chamber of Commerce President, Vice President and Executive Director and they are willing to manage these funds. The funding is estimated at \$30,780 for the 2024 year. Upon designation the Chamber has to submit a marketing plan that has to be approved by the State Tourism Advisory Council. Nicosia noted that 90% of CVB's in the state are managed by local Chambers. Nicosia recommends approval.

Councilor Fisher wanted to bring to Council's attention that his wife is the President of the Columbia Falls Chamber of Commerce which is a nonpaying position. City Attorney Breck said Fisher would not have to recuse himself from voting.

Councilor Piper motioned to adopt Resolution # 1895, seconded by Councilor Hamilton with council voting as follows. Ayes: Piper, Robinson, Shepard, Fisher, Hamilton and Barnhart, Lovering absent.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Fisher said he appreciates community involvement.

Mayor Barnhart is proud to know that the citizens of Columbia Falls came to the public hearing. Mayor Barnhart said he took a lot of notes and would like to take some time to review the information provided this evening.

CITY MANAGER REPORT

Nicosia said she has been working with Federal Highway Administration on the RAISE Grant and hopes to have an agreement with them in order to move forward shortly.

Nicosia updated Mayor and Council on recently introduced bills at the legislature.

MISCELLANEOUS

Correspondence

February 2023 - Financial Reports

ADJOURN:

Councilor Hamilton motioned to adjourn, seconded by Councilor Shepard and the meeting adjourned at 12:18 a.m.

Mayor

City Clerk

MEMORANDUM OF AGREEMENT

This agreement is made and entered into by and between the Columbia Falls Swim Team (hereinafter, the Swim Team) and the City of Columbia Falls (hereinafter, the City).

For the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follow:

- (1) The purpose of this agreement is to allow the Swim Team the use of the Pinewood Family Aquatic Center.
- (2) Term. This agreement will be in effect for the period of June 12, 2023, through August 4, 2023, unless terminated by either party under the terms of Section 6 hereof.

(3) Obligations of Parties.

THE CITY:

- (a) The City shall provide the use of six lanes and locker room facilities in the Pinewood Family Aquatic Center Monday through Friday, from 6:00 am to 9:45 am, or as otherwise established by the Pool Manager.
- (b) The City Manager may allow access to the facility outside the term dates if the facility is ready for seasonal use provided the Swim Team pays the costs reasonably attributable to such early or late season use.
- (c) The City shall provide keys to the swimming pool, which shall not be duplicated and shall be returned at the termination of this agreement.
- (d) The City may allow the use of the Pinewood Family Aquatic Center for swim meets scheduled with the City Manager at City Hall. Swim team must request the facility and park as soon as possible as the City cannot guarantee facility availability. Swim team must also meet with the Pool Manager not less than 20 days prior to the event. Access for the purpose of meet-set-up will be determined by the Pool Manager. Such use will be governed by the policies and procedures of the City as administered by the City Manager.
- (e) The City Manager may allow overnight use of Pinewood Park during swim meets scheduled per paragraph (d). Such use will be governed by the policies and procedures of the City.
- (f) The City shall require each family/individual to purchase a Season Pass before use of the facility in accordance with City procedures for pool passes.
- (g) At its sole discretion, the City shall determine that the operating conditions of the pool are adequate to allow use of the facility.

THE SWIM TEAM:

- (a) The Swim Team shall provide all lifeguard and supervision of swim team members at all times during any use of the facility. Any time there are members in the facility; swim team will provide the necessary supervisor and guards. At no time will swim team member be left unsupervised in the pool or on deck. Lifeguards shall be in number and Certified as required by the State of Montana DPHHS ARM 37.115.1601 – 1604. Documentation of Lifeguard certification needs to be on file with the City prior to the start of the swim team practices. The Swim Team shall pay all costs of providing the service.
- (b) The Swim Team shall provide a list of all the team members prior to using the facility and submit the list and completed pass forms with payment attached to City Hall.
- (c) The Swim Team shall control access to the pool area only to listed team members during practice sessions. Member access is limited to public areas (pool and locker rooms)
- (d) The Swim Team shall check out keys from the City Public Finance Director and shall not make copies of the keys. Should the keys not be returned at the end of the season, the Swim Team shall be responsible for the cost of rekeying the facility.
- (e) The Swim Team shall use the pool only under the direct supervision of the Swim Team Coach (es).
- (f) The Swim Team shall be responsible for securing, setting up, and dismantling structures used during the practices and swim meets.
- (g) The Swim Team shall be responsible for the clean-up of litter and general housekeeping for the pool, dressing area and restroom areas associated with the daily practices and swim meets.

MEMORANDUM OF AGREEMENT

- (h) The Swim Team shall apply for a Concession Permit through the Flathead County Health Department if intending to operate concessions during pool operation and the swim meet.
 - (i) The Swim Team may store equipment in a neat and orderly manner at the pool at the discretion of the Pool Manager.
 - (j) The Swim Team shall comply with all facility rules and regulations. Swim Team coaches shall meet with the Pool Manager before the first use of the facility to review the rules and regulations.
 - (k) The Swim Team shall notify the City immediately concerning any problems, incidents, accidents, or injuries occurring in relation to said activities; and will cooperate fully with the City concerning the handling of any concerns/problems that arise.
 - (l) The Swim Team shall provide the City with an Event Plan 20 days prior to each swim meet. This Plan shall include, but not be limited to: parking, seating, communications, list of supervisors, crowd management, first aid, and emergency plan.
 - (m) During the regular season, the Swim Team shall maintain in effect a policy of liability insurance with limits of \$1,500,000 per occurrence and \$750,000 per individual. Such liability insurance must name the City as an additional insured.
 - (n) The Swim Team shall provide the City with a copy of the liability insurance policies prior to use of the swimming pool.
 - (o) During each local swim meet competition, the Sponsoring Organization shall maintain in effect a policy of liability insurance with limits of \$1,500,000 per occurrence and \$750,000 per individual. Such liability insurance must name the City as an additional insured.
 - (p) The Sponsoring Organization shall provide the City with a copy of the liability insurance policies prior to use of the swimming pool.
 - (q) If the swim meet is being sponsored by another organization, the Swim Team will provide the City with a letter from the sponsoring organization, indicating their affiliation and shall provide proof of liability insurance coverage maintained in full force in the amount of \$750,000 per individual and \$1,500,000 total per occurrence. Such liability insurance must name the City as an additional insured.
- (4) The concession building is part of the overall pool complex and is subject to the regular hours and use of the facility. The Swim Team is responsible for providing insurance on the contents of the building. The City will insure and maintain the building. The concession stand will be operated in accordance with the Flathead County Health Department regulations and any subscribed by the City's insurer, MMIA.
- (5) The Swim Team is responsible for the supervision and control of the volunteer concession workers. The Swim Team must provide Workers' Compensation coverage on their volunteer or paid workers. Should the City provide pool staff in the concession stand, the City and Swim Team will negotiate the terms and requirements of staffing and add as an addendum to this agreement if applicable.
- (6) The Swim Team agrees to indemnify and hold harmless the City and its agents and employees from any and all claims, damages, losses and expenses, including: attorney's fees, arising out of the performance of this agreement or the use of the swimming pool.
- (7) Should either party to this contract commence litigation or arbitration proceedings relating to this contract or to enforce or interpret any provision of this contract, the prevailing party shall be entitled to recover all reasonable litigation or arbitration expenses, including attorney fees, witness and expert fees and court costs.
- (8) Termination. Either party may terminate this Agreement at any time and for any reason, by giving the other party written notice at least 15 day's prior to the date of termination. Unsafe or improper use of the facility by the swim team may result in immediate termination of this agreement by the City Manager.

MEMORANDUM OF AGREEMENT

(Signature) City Manager
City of Columbia Falls
130 6th Street West
Columbia Falls, Mt. 59912

ATTEST:

City Clerk

(signature)

President

(Name)

PO Box 156

Columbia Falls, MT 59912

(Address)

DATE:

MEMORANDUM OF AGREEMENT

This agreement is made and entered into by and between the Columbia Falls School District #6 (hereinafter, School) and the City of Columbia Falls (hereinafter, the City).

For the sum of \$50.00 per week, or \$450 for the proposed 9 weeks of use and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follow:

- (1) The purpose of this agreement is to allow the School the scheduled use of the Tennis Courts at Hoerner Park.
- (2) Term. This agreement will be in effect for the period of March 27, 2023, through May 22, 2023, unless terminated by either party under the terms of Section 4 hereof.

(3) Obligations of Parties.

THE CITY:

- (a) The City shall provide the use of the Tennis Courts in Hoerner Park Monday through Friday, from 4:00 pm to 7:30 pm for practices and tennis matches according to the schedule provided by the High School Athletic Director.
- (b) The City shall post the High School reserved times at the Tennis Courts as well as on the City Website to provide notice to the public of the reserved use.
- (c) The City shall provide keys to the court padlock, which shall not be duplicated and shall be returned at the termination of this agreement.
- (d) The City shall provide a porta-potty for public park use.
- (e) The City shall ensure that the facility is ready for use by the School after periods of public use; such as over the weekend.
- (f) The City shall empty the trash receptacles from the park due to public park use.
- (d) At its sole discretion, the City shall determine that the operating conditions of the courts are adequate to allow use of the facility. Additionally, all court maintenance is to be done by City employees or under the direct supervision of City employees.

THE SCHOOL:

- (a) The School shall provide supervision of team members at all times during any use of the facility.
- (b) The School shall control access to the tennis courts only to listed team members and applicable School staff during practice sessions.
- (c) The School shall check out keys from the City Public Works Director and shall not make copies of the keys. Should the keys not be returned at the end of the season, the School shall be responsible for the cost of replacing the lock.
- (d) The School shall be responsible for the clean-up of litter and general housekeeping of the courts and park areas associated with the daily practices and meets.
- (e) The School shall comply with all City Park rules and regulations.
- (f) The School shall provide a porta-potty for tennis team use if deemed necessary by the School.
- (g) The School shall ensure that no school buses are parked at or on the Hoerner Park property and right of way to ensure visibility of pedestrians, bicyclists and vehicles adjacent to the park roadways.
- (h) The School shall notify the City immediately concerning any problems, incidents, accidents, or injuries occurring in relation to said activities; and will cooperate fully with the City concerning the handling of any concerns/problems that arise.
- (i) The School is responsible for any damage sustained to the courts or fencing during their use. The School will not scrape, shovel or snowblow the courts as this will result in damage to the court surface.
- (j) The School shall provide the City with a proof of liability insurance coverage maintained in full force in the amount of \$750,000 per individual and \$1,500,000 total per occurrence. Such liability insurance must name the City as an additional insured.

- (4) The School agrees to indemnify and hold harmless the City and its agents and employees from any and all

MEMORANDUM OF AGREEMENT

claims, damages, losses and expenses, including: attorney's fees, arising out of the performance of this agreement or the use of the tennis courts.

(5) Should either party to this contract commence litigation or arbitration proceedings relating to this contract or to enforce or interpret any provision of this contract, the prevailing party shall be entitled to recover all reasonable litigation or arbitration expenses, including attorney fees, witness and expert fees and court costs.

(6) Termination. Either party may terminate this Agreement at any time and for any reason, by giving the other party written notice at least 30 days prior to the date of termination. Unsafe or improper use of the facility by the School may result in immediate termination of this agreement by the City Manager.

CITY

Columbia Falls School District #6

 (Signature) City Manager
 City of Columbia Falls
 130 6th Street West
 Columbia Falls, Mt. 59912

 (signature)

 (Name)
PO Box 1259

ATTEST:

 Columbia Falls, MT 59912
 (Address)

 City Clerk

DATE:_____

NORTHWEST MONTANA DRUG TASK FORCE LOCAL DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING (MOU) FOR FY 2023-2024

Purpose

The purpose of this MOU is to establish general guidelines for a multi-agency task force to address drug-related crime. Through the spirit of cooperative efforts and a strong commitment to combat drug-related trafficking, manufacturing and violence, the NORTHWEST MONTANA DRUG TASK FORCE is formed. Agencies participating in this project recognize that combating drugs is of paramount importance to our communities. Through our united efforts, our resources will be better utilized and our investigative efforts will be more fruitful on behalf of the communities we serve. The participating agencies are committed to cooperative efforts and full information sharing through their participation in the NORTHWEST MONTANA DRUG TASK FORCE.

Mission Statement

The mission of the NORTHWEST MONTANA DRUG TASK FORCE is to provide a collaborative federal, state and local law enforcement effort to identify, target and address those involved in drug trafficking, manufacture and/or violence. The NORTHWEST MONTANA DRUG TASK FORCE will utilize sophisticated long-term investigative approaches, including undercover surveillance operations, the purchase of evidence and information, and electronic surveillance to disrupt and dismantle targeted drug organizations.

NORTHWEST MONTANA DRUG TASK FORCE LOCAL DRUG TASK FORCE MEMORANDUM OF UNDERSTANDING (MOU) FOR FY 2023-2024

This agreement is entered into this day of July 1, 2023 among the following local government jurisdictions: City of Kalispell, City of Whitefish, City of Columbia Falls, City of Polson, City of Troy, Town of Eureka, Lincoln County, Flathead County, Lake County, Mineral County, Sanders County, Glacier County and The United States Border Patrol.

Whereas, there is evidence of drug trafficking, manufacturing, and drug-related violence in the above-described jurisdictions, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people residing in these jurisdictions, the parties hereto agree to the following:

1. The NORTHWEST MONTANA DRUG TASK FORCE (NWMDTF) will perform the activities and duties described below:
 - A. Disrupt the illicit drug traffic in above jurisdictions by immobilizing targeted violators and trafficking organizations, by;
 - B. Gathering and reporting intelligence data relating to trafficking in narcotics and dangerous drugs;
 - C. Conduct undercover operations where appropriate and engage in other traditional methods of investigation, developing probable cause for issuance of warrants for search and seizure, and arrests, in order that the task force's activities will result in effective and successful prosecution before the courts of Montana.
2. To accomplish the objectives as the NWMDTF, the Flathead County Sheriff's Office agrees to provide one (1) supervisor, two (2) deputies and a secretary, the Kalispell Police Department agrees to provide one (1) police officer, the Lincoln County Sheriff's Office agrees to provide two (2) deputies, the Whitefish Police department agrees to provide one (1) police officer The County Attorney Offices of the participating counties agree to assist the NWMDTF by providing legal advice, drafting search warrants and investigative subpoenas, prosecuting drug offenders, and prosecuting drug forfeiture.
3. The officers assigned to the NWMDTF shall adhere to the NWMDTF policies and procedures as approved by the Board while performing activities as part of the NWMDTF. NWMDTF officers shall remain subject to the policies, procedures and regulations of their parent agencies when not performing activities for NWMDTF and when NWMDTF does not have a policy, procedure for a particular activity. Failure to adhere to policies and procedures shall be grounds for dismissal from the NWMDTF. The Executive Board will resolve any operational conflict between NWMDTF policies and procedures and those of a

parent agency. NWMDTF policies and procedures will be adopted and used by all NWMDTF members relative to drug operations and informant handling. For grant purposes only, the NWMDTF Executive Board will take administrative financial conflicts under consideration; however, any conflicts must be resolved to the satisfaction of Flathead County.

4. Law enforcement officers assigned to the NWMDTF by participating agencies (except state agents) shall be deputized in each participating jurisdiction in a manner allowed by law.
5. To accomplish its objectives, the NWMDTF will fall under the management of the Flathead County Investigations Commander. Additionally, Flathead County will assign a unit supervisor, three deputies and one clerical support personnel to the NWMDTF.
6. During the period of assignment to the NWMDTF, each participating agency will remain responsible for establishing the salary and benefits, including overtime, of their respective officer(s) assigned to the NWMDTF, and for making all payments due to them. Billing will be done by the respective agencies to the NWMDTF monthly. All billing associated with the monthly report must be received by the tenth (10th) of the month following the end of each month. Any billing submitted and found to be in error will be returned to said agency for correction and must be resubmitted.
7. Flathead County agrees to maintain all records of the NWMDTF
8. Each law enforcement agency that signs this agreement, agrees to report any Northwest Montana Drug Task Force criminal activity that occurs within said agencies jurisdiction to MTIBRS monthly. The Flathead County Sheriff's Office/NWMDTF agrees to submit the necessary reports and information to each agency for reporting drug task force related criminal activity that occurs in their jurisdiction. If records pertaining to the crime data submissions are requested, each agency agrees to provide the information to the requesting agency.
9. The NWMDTF shall maintain, on a current basis, completed and accurate records and accounts of all obligations and expenditures of funds under this Agreement in accordance with specific accounting principles and instructions provided by the Department of Justice to facilitate inspection and auditing of such records and accounts.
10. The NWMDTF shall permit and have readily available for examination and auditing by the State, the Department of Justice and their duly authorized agents and representative, any and all records, documents, accounts, invoices, and receipts of expenditures relating to this Agreement. Therefore, records must be maintained by the NWMDTF, which will continue to exist until all audits and

examinations are completed and resolved, or for a period of three (3) years after termination of this Agreement.

11. In no event will any participating agency charge any indirect cost to the Flathead County Sheriff's Office for the administration or implementation of this Agreement.
12. An Executive Board shall be established. Its voting members shall be as follows: The Sheriff and County Attorney of Flathead County, the Chief of Kalispell Police Department, the Chief of Whitefish Police Department, the Chief of Polson Police Department, the Sheriff of Lake County and the Sheriff of Lincoln County. The members of the Executive Board may designate persons from their agencies to represent the members during Executive Board meetings.

The Executive Board shall have the following authority: to select a Chair and Vice Chair; to regulate and manage the NWMDTF; to appoint the Task Force supervisor and to designate a supervisor in any absence of the Task Force supervisor; to establish subcommittees of the Board to conduct business; and to resolve disputes arising from NWMDTF operations.

The Chairperson will be the Task Force supervisor's primary contact with the Board on day-to-day issues and will bring to the Board's attention any matters, which would require a consensus of the Board prior to a regularly scheduled annual meeting. The Chairperson shall also preside over the Board meetings and is responsible for the formulation of minutes for the meetings and notification of Board members of upcoming meetings. The Chairperson shall be a local law enforcement member associated with the local drug task force. The tenure of the Chairperson and Vice-Chairperson shall be reviewed at the end of each calendar year. The vice-chairperson shall conduct the same business in the absence of the chairperson.

- A. The Executive board shall meet at least quarterly or as convened by the Chair or Vice Chair to receive reports relative to the progress, functions, and special duties accomplished by the task force.
- B. A quorum of the Executive Board is needed to conduct business. Five Executive Board members, or their designees, shall constitute a quorum. In meetings where a quorum is established, matters coming before the Executive Board may be approved by a majority vote of the members in attendance at a meeting.

13. Assets seized during task force investigations shall be shared as follows:

Assets, for the purposes of this agreement, shall include all items of value seized relative to a case and all court ordered fines or contributions to the drug fund.

Each county within the NWMDTF jurisdiction has their own drug fund. Any drug forfeiture assets seized within that county or tribal grounds will remain in that jurisdiction. If a particular case involved participants from outside that jurisdiction, assets will be shared accordingly.

In Flathead County, the Sheriff's Office and the Kalispell Police Department have a shared drug forfeiture fund. This fund is administered by the Flathead County Sheriff and the Kalispell Chief of Police.

14. NORTHWEST MONTANA DRUG TASK FORCE Forfeiture Fund (Flathead County). The NWMDTF Drug Fund shall be maintained by Flathead County and maintained as part of the Flathead County Finance System. This fund, as defined by generally accepted accounting procedures, is "Special Revenue Funds." Participants in the NORTHWEST MONTANA DRUG TASK FORCE agree that assets forfeited and received by NORTHWEST MONTANA DRUG TASK FORCE will be utilized primarily for the continued funding of the NORTHWEST MONTANA DRUG TASK FORCE. This money may be utilized to acquire equipment and resources necessary for the activities and continued production of NWMDTF.

The NWMDTF will comply with the U.S. Department of Justice's requirements for the equitable sharing of federally forfeited property for state and local law enforcement agencies.

15. All personnel assigned to the NWMDTF shall be responsibility of the Flathead County Investigations Commander. The Task Force supervisor will conduct preliminary investigations concerning allegations of misconduct against any member assigned to the task force. The preliminary investigation will be reduced to a written report and submitted to the member's parent agency via the Task Force Supervisor or Flathead County Investigations Commander.
16. Damage to private property and request for assistance: Agencies participating in this MOU are issuing a standing request for mutual assistance as it relates to NWMDTF and participating agencies for NWMDTF activities in their jurisdiction. No agreement made under this MOU relieves any law enforcement agency of this state of any duty imposed upon it by law. The NWMDTF follows § 44-11-101 and § 44-11-102, MCA guidelines. § 44-11-101. Mutual assistance authorized -- powers and duties of assisting officers. A peace officer or any law enforcement entity of any county or municipality or a state government law enforcement entity may request the assistance of a peace officer from another law enforcement entity within the state of Montana. A peace officer, while in the jurisdiction of the requesting officer or entity and while on such request for assistance, has the same powers, duties, rights, privileges, and immunities as a peace officer of the requesting entity and is under the authority of the requesting officer or entity. § 44-11-102. Liability of assisted entity for obligation resulting from assistance. A law enforcement entity requesting assistance under § 44-11-

101 shall indemnify the assisting peace officer, the officer's legal representative in case of death, or the furnishing law enforcement entity for any liability or obligation to indemnify created by § 2-9-305 that may result from the assistance furnished.

17. The participating agencies agree to supply their assigned officer(s) with equipment necessary in carrying out NWMDTF objectives, including a radio-equipped automobile (Flathead County currently supplies a radio equipped automobile for Whitefish P.D. and Kalispell P.D. officers assigned to the task force). Upon termination of the NWMDTF, equipment that was initially supplied to the NWMDTF by participating agencies shall be returned to said agency. Equipment shared jointly by all participating NWMDTF agencies shall be split equally upon termination of the NWMDTF. Conflicts regarding a split of equipment will require a sale of the equipment with the offering being made to the member agencies only. The proceeds of any sale will be divided equally between the remaining agencies. Once an agency receives a piece of equipment, it shall be the responsibility of said agency to maintain the equipment. In the event said equipment becomes lost and/or stolen or damaged, it shall be the agency's responsibility to replace said equipment.
18. Each officer assigned to the NWMDTF will carry only those firearms, while on official duty, that are approved by their respective agencies. Further, the officer shall be qualified with those firearms.
19. No new entity is created by reason of this Agreement.
20. Each local government jurisdiction participating in any way in this agreement must have a valid professional liability insurance policy in effect throughout the term of this agreement. Such professional liability insurance must have policy limits of not less than the limitations of liability for tort damage prescribed in § 2-9-108 (1), MCA. Each local government jurisdiction participating in any way in this agreement must defend and indemnify its own officers and agents from any claim for damages brought against an officer or agent for NWMDTF activities. This paragraph does not apply to P.16 on property damage.
21. This agreement is in effect for one year from July 1, 2023 to June 30, 2024.

Signatures
Northwest MT Drug Task Force Interlocal Agreement 2023-2024

Item No.6.

Columbia Falls Chief of Police

Columbia Falls City Manager

RECEIVED
MAR 31 2023
CITY OF COLUMBIA FALLS

Columbia Falls Fire Department

Karl Weeks, Fire Chief/Marshal



130 6th Street W
Columbia Falls, Mt., 59912
(406) 892-3911 Office

Item No.7.

March 27, 2023

City Manager Susan Nicosia, Mayor Don Barnhart
Columbia Falls City Council
130 6th Street West, Room A
Columbia Falls, MT. 59912

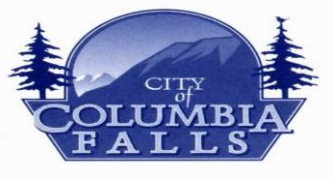
Dear Manager Nicosia, Mayor Barnhart and Council Members,

The membership of the Columbia Falls Fire Department has voted to approve Sean Kehl as a probationary member. Sean is currently a career firefighter with Big Fork Fire and has several current certifications. He has passed a background check and a physical examination. Since submitting his application he has attended several trainings as an observer and I believe he will be a great addition to our team. At this time I would recommend the approval of Sean Kehl as a probationary member of the Columbia Falls Fire Department.

Sincerely,

Karl Weeks

Concur w/recommendation to appoint.
SN



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

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

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

**CONDITIONAL USE PERMIT REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION**

Item No.8.

**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 PERMITFILING 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 GriffithsMailing Address: 256 Crystal CtCity/State/Zip: Whitefish MT 59937 Phone: 406 871 1485**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 Nuclear 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: CB4

2. Attach a plan of the affected lot which identifies the following items:

- Surrounding land uses.
- Dimensions and shape of lot.
- Topographic features of lot.
- Size(s) and location(s) of existing buildings.
- Size(s) and location(s) of proposed buildings.
- Existing use(s) of structures and open areas.

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

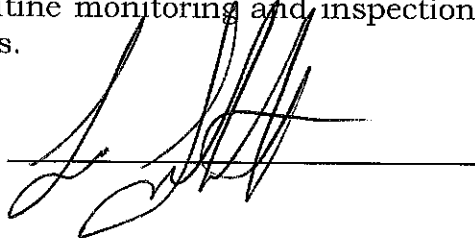
3. On a separate sheet of paper, discuss the following topics relative to the proposed use:

- 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.

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- 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**

Item No.8.

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.

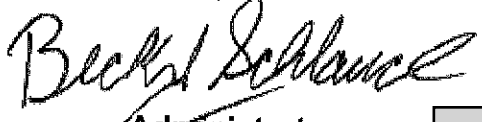
THIS LICENSE IS ELIGIBLE TO TRANSFER BETWEEN THE QUOTA AREA OF WHITEFISH AND COLUMBIA FALLS UNTIL NOVEMBER 24, 2029.

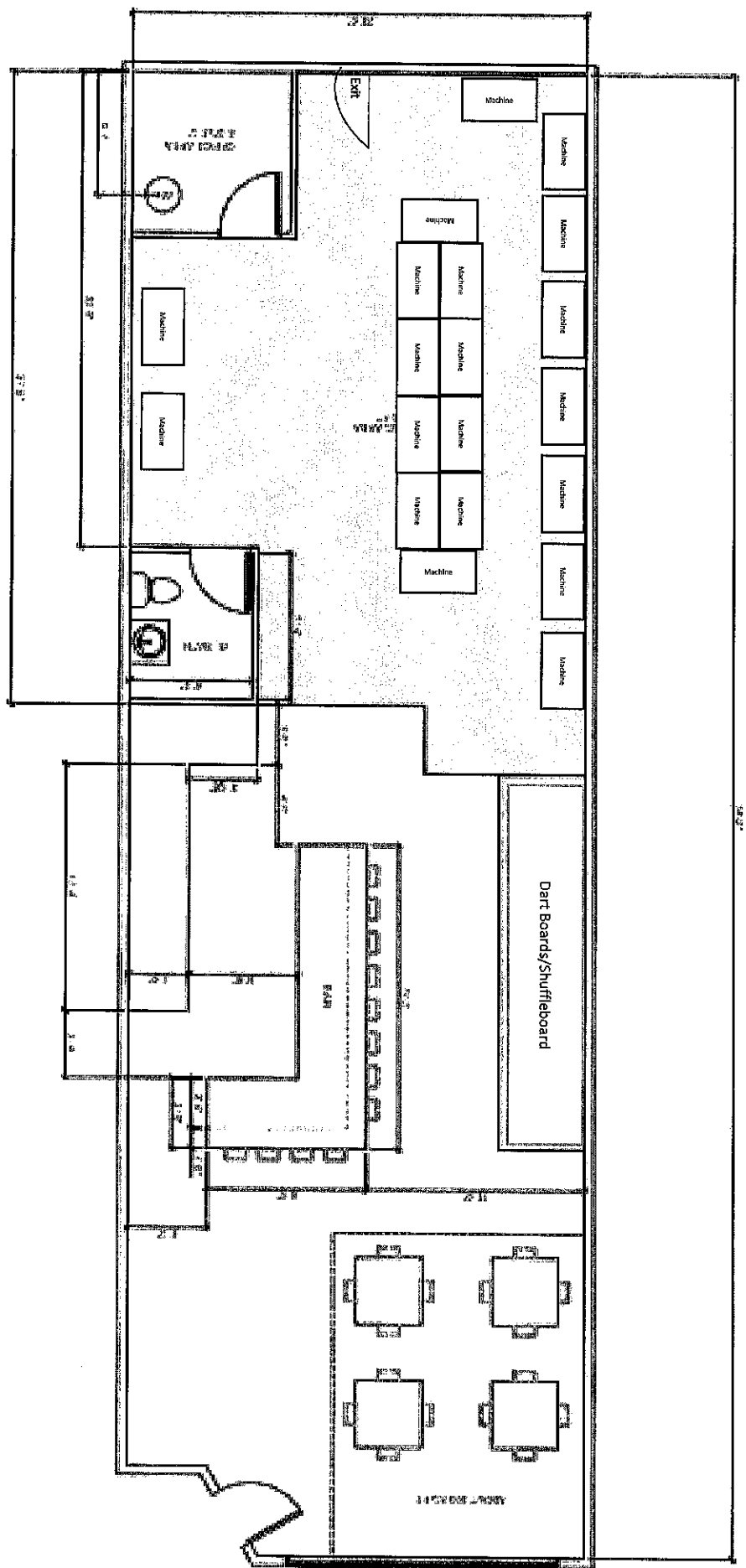
This license is a privilege personal to the licensee and specific to the licensed premises; no transfer as to ownership or location is valid until approved by the Department of Revenue. Licensee is responsible for knowing and following all Montana alcoholic beverage laws (Title 16, Chapters 1-6, MCA) 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**


**Administrator,
Alcoholic Beverage Control
Division**



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

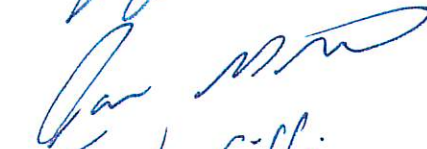
(Witness)

Western Rivers LLC (Landlord)

Per: _____ (SEAL)


(Witness)

J&L Golf LLC (Tenant)
Per:  (SEAL)


Sarah Giffis



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

Planning Department

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.8.

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, City Planner



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

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEAR-
INGS

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.

/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 ADVERTISEMENT 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.

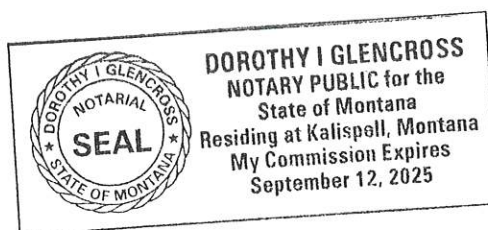
Mary Booth

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



Public Comment

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

RECEIVED

MAR 07 2023

CITY OF COLUMBIA FALLS

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
1736 Talbot Rd Columbia Falls MT

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 14, 2023

Vice Chairman Shepard called the meeting to order at 6:30 p.m.

Present: Smith, Singer, Nelson, Lundgren and Shepard. Absent: Vukonich, Byrd-Rinck, Duffy and Kavanagh.

Also present: City Manager Nicosia, City Attorney Breck, City Clerk Staaland and Contract City Planner Valade.

APPROVAL OF MINUTES:

Nelson made motion to approve the February 14, 2023 Meeting Minutes, seconded by Singer and the motion carried.

PUBLIC HEARINGS AND ACTION:

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.

Donna Valade, Contract Planner presented Staff Report CCU-23-01 as Findings of Fact. Ms. Valade said 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 Lil's 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. Staff recommends approval of the CUP.

Shepard asked why we need a CUP for gaming machines. City Attorney Breck said it is listed as a Conditional Use Permit.

With no public comments Shepard opened and closed the Public Hearing at 6:35 p.m.

Nelson inquired on page 17 it states 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. Nelson said it seems there should be more nuance than a house gets torn down or it won't work. Perhaps going forward there has to be natural ground. City Manager Nicosia said in the CB-4 parking standards the zoning regulations state they have to provide a plan on where employees will park but it is not required. Some of the lots on Nucleus are smaller and longer, and parking

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 14, 2023

may be in the back of the building or non-existent as buildings can be built to the lot line in CB-4. The City cannot pick one use in CB-4 to require parking said Nicosia. Nelson asked if we can require it with review. Nicosia said it would take a change in the zoning regulations. Singer said she disagrees with downtown parking availability. The business owners do not have adequate parking. Nicosia said staff has reviewed downtown parking and there is available parking. Some of the newer buildings are adding on-site parking for their occupants' parking; it is not required but the developer chose to add parking. Parking is available downtown, it may not be in front of the businesses and folks may have to walk a block but it is available. Singer believes if we want downtown to grow we need to provide parking. City Attorney Breck said the CUP meets the zoning requirements.

Shepard said this is a simple request that meeting zoning requirements.

Nelson asked what the distance from a business that people can smoke. Breck said 30 feet from the business based on the Montana Clean Air Act. Nicosia noted those provisions are enforced by the Health Department.

Nelson motioned to Adopt Staff Report CCU-23-01 as Findings of Fact, seconded by Lundgren with the Board voting as follows. Ayes: Nelson, Smith, Lundgren, Singer and Shepard.

Singer made motion to recommend approval of CUP to City Council, seconded by Smith with the Board voting as follows. Ayes: Lundgren, Singer, Nelson, Smith and Shepard.

MISCELLANEOUS:

The Board and staff had discussion on downtown parking.

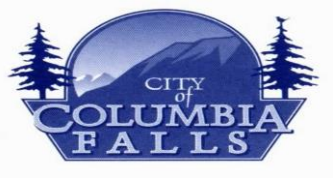
ADJOURNMENT:

Singer motioned to adjourn, seconded by Nelson and the meeting adjourned at 6:55 p.m.

Next Regular Planning Board Meeting – April 11, 2023

 Vice Chairman

 Clerk



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

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

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, April 11, 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 May 1, 2023 starting at 7:00 p.m. in the same location.

Zoning Map Amendment – Christianson: A request by Eric S Christianson to amend the zoning map from the current zoning of CSAG-5 (Suburban Agricultural 5 acre minimum lot size) to CSAG-10 (Suburban Agricultural 10 acre minimum lot size). The property is located at 270 Jorgenson Trail, Columbia Falls and is described as Assessor's Tract 1E (Parcel G of COS 10557) located in Section 19, 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 may be sent to Columbia Falls City Hall, Attention: Barb Staalnd, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed zone change, call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 16th day of March, 2023.

Susan Nicosia

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

Publish: Daily Interlake: **March 26, 2023**

FIRST READING

ORDINANCE NO.824

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP TO ALLOW THE DEVELOPMENT OF A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY FOR THE PROPERTY LOCATED AT 812 4TH AVENUE WEST, FURTHER DESCRIBED AS THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, DESCRIBED AS FOLLOWS, TO WIT: PARCEL B OF CERTIFICATE OF SURVEY NO. 12484.

WHEREAS, RH2 LLC, owner of the real property, has requested an amendment to the Columbia Falls zoning map to allow the development of a Planned Unit Development (PUD) overlay on property zoned CB-2 located at 812 4th Avenue West, further described as "That portion of the Southwest Quarter of Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana, Described as Follows, To Wit: Parcel B of Certificate of Survey No. 12484;" and

WHEREAS, the Columbia Falls Planning Department, on January 27, 2023, in Staff Report CPUD-23-01, amending PUD 20-04, recommended approval of the requested Planned Unit Development (PUD), subject to certain conditions; and

WHEREAS, said request was considered by the Columbia Falls City-County Planning Board in a public hearing at its regularly scheduled meeting on February 14, 2023, at which the Board adopted Staff Report CPUD-23-01 with revisions and recommended approval of the requested Planned Unit Development (PUD) subject to certain conditions as shown in Exhibit A; and

WHEREAS, a hearing on the Planned Unit Development (PUD) was held by the City Council of the City of Columbia Falls, Montana, at its regular meeting on Monday, March 20, 2023, after said hearing was advertised according to law; and at said hearing on said date, the City Council considered the recommendation of the Planning Board, the report of the Columbia Falls Planning Office, together with any and all comments filed or voiced with respect to said change; and

WHEREAS, the City Council has determined that the PUD request, subject to certain conditions, is in the best interest of the City and that the unique character of the property justified approval of a PUD of less than two acres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA AS FOLLOWS:

Section One. Findings of Fact: That the Columbia Falls Planning Office Report #CPUD-23-01, dated January 27, 2023, as amended by the Columbia Falls City-County Planning Board on February 14, 2023, is hereby adopted by the Council as findings of fact with respect to said PUD request.

Section Two. Change in Zoning Classification: That the requested Planning Unit Development (PUD) overlay on property presently zoned CB-2 General Business will allow the development of twelve residential units at 812 4th Avenue West, further described as “That Portion of the Southwest Quarter of Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana, Described as Follows, To Wit: Parcel B of Certificate of Survey No. 12484.”

Section Three. All documents included in the site plan and the recommendation of the Columbia Falls Planning Office is hereby incorporated by reference and the Conditions are shown in Exhibit A.

Section Four. The Council finds that the proposal complies with the Columbia Falls City Growth Policy and the requested residential PUD is consistent with the neighboring uses that are both commercial and multi-family residential.

Section Five. Inconsistent Provisions: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section Six. Severability: The provisions of this Ordinance are severable. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision.

Section Seven. Effective Date: This Ordinance shall become effective thirty (30) days after its final passage and approval by the City Council of the City of Columbia Falls, Montana.

PASSED AND APPROVED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS _____ DAY OF APRIL, 2023, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS ____ DAY OF APRIL, 2023.

Mayor

ATTEST:

City Cler

EXHIBIT A

1. The City Council approves a PUD in an area less than two acres.
2. The RH2 LLC PUD will allow the following deviation:
 - a. Strictly Residential Use.
3. The project shall be built in substantial compliance with the PUD Building and Site Plans dated October 18, 2022 prepared by Dahlin Group.
4. The Columbia Falls Fire Chief shall approve the fire hydrant location.
5. Landscaping and landscaping features will generally follow the PUD plan with the understanding that the PUD plan is not a detailed Landscaping Plan. The applicants shall provide the City Manager a detailed Landscape plan. The landscape plan shall be approved and the landscaping installed prior to the issuance of an occupancy permit. If, due to weather, the landscaping cannot be completed prior to occupancy, the applicant may enter into a developer's agreement with the City of Columbia Falls and provide security (bond or letter of credit) in the amount of 125% of the landscape improvements. The security amount will be determined by actual bid or licensed engineer. The developer's agreement will not be for longer than six months.
6. The applicant shall construct a six foot wide detached sidewalk along the 4th Avenue West and 8th Street West frontages along with curb and gutter.
7. The applicant shall submit an engineered and stamped drainage plan to the Columbia Falls Public Works for review and approval prior to issuance of a building permit. Said plan shall also include snow storage.
8. The developer will produce a sign plan that is compliant with the zoning regulations. Future sign permits will be reviewed subject to City Zoning Regulations.
9. The applicant detailed architectural building plans will be reviewed by the Planning Office for compliance with the "Small Building Standards" prior to obtaining a Building Permit.
10. The applicant will construct a site obscuring fence with gates around the dumpster site. The refuse screening shall be included with the building permit plans.
11. The lighting details will be reviewed at the building permit stage to insure that they comply with the 18-foot height standards and that all lighting has full cut off and/or opaque shields.
12. All conditions of the PUD shall be complied with prior to the issuance of the occupancy permit or otherwise addressed as provided for in this PUD.
13. Safety fencing will be installed during construction.

14. These units may not be rented for periods of less than 30 days; they are specifically restricted from being used as short-term vacation rentals.

RESOLUTION NO. 1896

A RESOLUTION OF THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA ESTABLISHING FEES FOR THE USE OF THE CITY’S PARKS AND POOL FOR THE 2023 SEASON

WHEREAS, the City of Columbia Falls owns and maintains multiple City Parks and provide for the reservation of the parks, fields, courts and pavilion; and

WHEREAS, the City of Columbia Falls owns and operates a municipal pool known as the Pinewood Aquatic Center; and

WHEREAS, the City of Columbia Falls is authorized by state law to charge fees for the provision of services in connection with maintaining and operation the City parks and pool; and

WHEREAS, the City of Columbia Falls routinely reviews the fees and the cost of providing the service and has recommended that the fees be updated to reflect current costs of maintenance and operation as well as simplifying the fees for parks use; and

WHEREAS, the City of Columbia Falls deems it to be in the best interest of the City and residents to adopt updated fees as presented on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA AS FOLLOWS:

Section One. The City Council hereby adopts the recommended park use and pool rates as listed on Exhibit A.

Section Two. This Resolution shall become effective immediately upon its final passage and adoption by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 3rd DAY OF APRIL, 2023, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 3rd DAY OF APRIL, 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

POOL PARTY – 2 hours:
\$250 for groups requiring 4 employees (guards and monitor/cashier)
\$75 for each additional required employee

PARK USE FEES:

DAILY:	In City	Out City
GROUP SIZE:		
UP TO 50	\$35.00	\$44.00
50 – 75	\$60.00	\$75.00
76-100	\$85.00	\$106.00
Over 100 – Special Agreement		
Cost will be calculated by City Finance Director		

SEASONAL USE FEES FOR COURTS/FIELDS: \$50/WEEK

DON LAWRENCE AMPHITEATHER USE FEES:
Up to 4 hours - \$50.00
Full Day (over 4 hours) - \$100
Additional Fees may apply if risers and/or PA System is used.

Alcohol Addendum - \$75.00 Fee

*In City – City resident verified by Water/Sewer Bill or other appropriate means by City Staff

Return to:
 City of Columbia Falls
 130 6th Street West
 Columbia Falls, MT 59912

RESOLUTION NO. 1897

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, APPROVING AN APPLICATION FOR A CONDITIONAL USE PERMIT BY J AND L GOLF, LLC TO ADD A CASINO TO A NEW SPORTS BAR AT 605 NUCLEUS AVE, UNIT 2, COLUMBIA FALLS, MORE PARTICULARLY DESCRIBED AS LOTS 1 AND 2, BLOCK 45, COLUMBIA FALLS ORIGINAL IN SECTION 8, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY.

WHEREAS, an Application been filed with the City by J and L Golf, LLC to add a casino to a sports bar at 605 Nucleus Ave, Unit 2, more particularly described as Lots 1 and 2, Block 45, Columbia Falls Original in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

WHEREAS, the property is currently zoned CB-4 Central Business which allows, with conditional use pursuant to 18.338.030 (2) in the Columbia Falls Municipal Code, the proposed casino;

WHEREAS, said requested conditional use permit was considered by the Columbia Falls City-County Planning Board at its regular meeting on Tuesday, March 14, 2023, and said Board recommended granting the proposed conditional use permit, with certain conditions; and

WHEREAS, said conditional use permit was considered by the City Council of the City of Columbia Falls, Montana, at a public hearing held during the Council's regularly scheduled meeting on Monday, April 3, 2023, pursuant to public notice as required by law, and all comments filed or voiced concerning said requested conditional use permit having been considered by the City Council, along with the recommendation of the Planning Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA AS FOLLOWS:

Section One. Findings of Fact. That the City Council specifically finds that the conditions set forth in the Columbia Falls Municipal Code are accurately evaluated as set forth in Conditional Use Report #CCU-23-01 of the Columbia Falls Planning Office, and the City Council hereby adopts said report as findings of fact in support of the requested conditional use permit.

Section Two. Permit Approved. That based upon the findings of Section One of this Resolution, the Application by J and L Golf, LLC to add a casino to the sports bar at 605 Nucleus Ave, Unit 2, more particularly described as Lots 1 and 2, Block 45, Columbia Falls Original in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, is hereby approved.

Section Three. Conditional Use Permit. That the conditional use permit is approved, specifically contingent upon the conditions set forth on Exhibit "A" attached hereto and incorporated herein by reference.

Section Four. Effective Date. That this Resolution shall become effective immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 3rd DAY OF APRIL, 2023, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

CITY CLERK

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 3rd DAY OF APRIL, 2023.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT "A"

- 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.

**Columbia Falls Police Department
Monthly Activity Report
February 2023**

Police	February					5 Year Average
	2023	2022	2021	2020	2019	
Arrests (Total)	13	10	32	39	33	25
Adult	8	9	23	30	29	20
Juvenile	5	1	9	9	4	6
Accidents Investigated	17	21	19	10	24	18
Stolen Property (Value)	104	8090	4323	122	78	2543
Stolen Property (Recovered)	2	6000	2000	0	28	1606
Criminal Mischief (Incidents)	4	2	2	1	2	2
Damage Amount	3650	3115	626	850	1000	1848
Misdemeanor Citations Issued	44	62	101	90	83	76
Traffic Offenses	40	54	92	84	72	68
Cell Phone Viol.	2	4	17	14	0	7
DUI Offenses	2	3	2	4	3	3
Drug Offenses	4	0	1	7	6	4
Traffic Stops	105	108	152	169	174	142
Court Fines and Forfeitures	9,887	9,391	16,024	14,778	11,077	12231
Miles Patrolled	5,112	6,221	7,235	7,487	6,393	6490
911 Phone Calls	108	105	110	96	98	103
Incident Reports	641	702	734	699	764	708
Domestic Abuse/Assaults	25	22	33	35	29	29
Felony Investigations/Arrests	3	5	7	4	4	5
Business Checks	56	57	51	63	71	60
Welfare Checks	10	13	14	6	13	11
Citizen Assist	60	90	42	43	55	58
Agency Assist	32	28	26	40	49	35

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
APRIL 3, 2023**

03/18/23 STIP Annual Confirmation

03/20/23 Letter from JNR – Cable damage (not by the City)

03/20/23 Letter of support –Northwest Montana Drug Task Force

03/20/23 Letter of support – 2023 MT Federal Lands Access Program Application

03/21/23 Letter from the Arbor Day Foundation

MONTANA

BOARD OF INVESTMENTS

Item No.14.

CITY COMMISSIONERS
CITY OF COLUMBIA FALLS
130 6TH STREET WEST
COLUMBIA FALLS MT 59912

RECEIVED
MAR 1 8 2023
CITY OF COLUMBIA FALLS

FROM: Montana Board of Investments
DATE: March 1, 2023
RE: Short Term Investment Pool (STIP) Annual Confirmation

Dear Local Government STIP Participant:

The Montana Board of Investments has the information listed below on record regarding the referenced STIP account. If the information provided below is correct, *no action is required*. If the information is incorrect, please submit the appropriate STIP Resolution or Exhibit A or B as found on the Board's website at <https://investmentmt.com/STIP/STIP-Participation-Agreements>.

STIP Account Name: CITY OF COLUMBIA FLS

Authorized Representative: Susan Nicosia

Authorized Delegate(s): Barb Staaland

Shawn Bates

Bank Name: Glacier Bank

Bank Account Number (truncated): _____

Please direct any questions to the STIP email at boi_STIP@mt.gov or by calling (406) 444-0003.



P.O. Box 27070, Minneapolis, Minnesota 55427-0070
3300 Fernbrook Lane N, Ste. 225, Plymouth, MN 55447
800-279-2567 ~ 763-519-2710 ~ Fax 763-744-1480

Item No.14.

3/10/2023

City of Columbia Falls
City Clerk/ Risk Management
130 6th St West
Columbia Falls, MT 5991

RECEIVED
MAR 20 2023
CITY OF COLUMBIA FALLS

Dear: City of Columbia Falls

JNR Adjustment Company, Inc. is a third party claims administrator for Lumen Technologies, which has assigned our firm to investigate and resolve claims for damages to Lumen Technologies facilities.

This letter should serve as notice of tort claim filing with the City of Columbia Falls. If additional information is required to affect official notice of claim, please respond to include any necessary forms, or specific procedure mandated by statute.

Once available, further information along with a demand will be provided. Lumen's cable was damaged during curb/sidewalk/driveway excavation work by the City of Columbia Falls. These damages were discovered or repaired on or about 01/24/2023 at the location of 435 US Highway 2 East in Columbia Falls, MT.

If you have any questions send an email to the address below or call 800-279-2567 ext. 116. Please include our reference number **P-411578MB** when responding to this letter.

Thank you,

Public Relations
JNR Adjustment Co.
PO Box 27070
Minneapolis, MN 55427
Fax: 763-744-1480
Santana.sanchez@jnrcollects.com

Eng.
cc: LORR
City atty
Purd
LM



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

Item No.14.

PHONE (406) 892-4391

FAX (406) 892-4413

March 20, 2023

To: Montana Board of Crime Control

Re: Letter of Support for the Northwest Montana Drug Task Force

The Northwest Montana Drug Task Force has been enforcing drug laws and educating the public in Northwest Montana since 1984. The success of this task force over the years is widely known and has proved to be a major deterrent in the use, distribution and manufacture of illegal drugs. The City of Columbia Falls added the School Resource Officer assignment within the Police Department beginning in 2003 based on a strong recommendation of the NW Drug Task Force to do so to combat the use of drugs within our community.

The use of illegal drugs throughout our community continues to increase and brings with it increased crimes such as thefts, burglaries and domestic violence have a widespread impact on our citizens.

The Northwest Montana Drug Task Force has demonstrated the ability to work with state, local and federal agencies to prosecute major drug trafficking organizations in Northwest Montana.

The Northwest Montana Drug Task Force has earned the trust and support of our community through not only enforcement but also education.

The Northwest Montana Drug Task Force has trained many of the local law enforcement, fire and EMS personnel in regards to methamphetamine labs and the hazards they present as well as current drug trends.

The City of Columbia Falls fully supports the Northwest Drug Montana Task Force and any funding to continue the operation of this productive task force.

Sincerely,

Donald Barnhart, Mayor



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

Item No.14.

PHONE (406) 892-4391

FAX (406) 892-4413

March 20, 2023

Flathead County Commissioners
800 South Main, Room 302
Kalispell, MT 59901

RE: Support of 2023 MT Federal Lands Access Program (FLAP) Application – North Fork Road (MT Secondary 486)

Dear Board of Commissioners:

The City Council of the City of Columbia Falls continues to support the efforts of Flathead County to pave the approximate 11 mile section of the North Fork Road thoroughly described in the FLAP application. The proposal to pave this portion of MT Secondary 486 will greatly improve public safety and access to multiple local, state and federal recreational areas including the newly improved Cedar Flats Trails project.

The City has supported the paving of this section of roadway for over a decade. Paving the roadway will address hazards created by the severely dusty conditions and the poor roadway surface identified in the MDT 2010 corridor study. The project includes appropriate road surfacing, traffic calming and wildlife crossing accommodations to address the concerns raised each time paving has been proposed.

Thank you for bringing forward this grant application. We sincerely hope that the application will be approved and funded as requested.

Sincerely,

Mayor Donald Barnhart

RECEIVED
MAR 21 2023
CITY OF COLUMBIA FALLS

City Manager Susan Nicosia
130 6th St W
Columbia Falls, MT 59912

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Columbia Falls on earning recognition as a 2022 Tree City USA. Residents of Columbia Falls should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Columbia Falls is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Columbia Falls has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Columbia Falls. Thank you, again, for your efforts.

Best Regards,



Dan Lambe
Arbor Day Foundation Chief Executive

FOR IMMEDIATE RELEASE**Contact:****Jasmine Putney****Arbor Day Foundation****402-216-9307****jputney@arborday.org****Arbor Day Foundation Names Columbia Falls a 2022 Tree City USA®**

LINCOLN, Nebraska (3/16/2023) – Columbia Falls was named a 2022 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

Columbia Falls achieved Tree City USA recognition by meeting the program's four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

“Tree City USA communities see the positive effects of an urban forest firsthand,” said Dan Lambe, chief executive of the Arbor Day Foundation. “The trees being planted and cared for by Columbia Falls are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it’s through volunteer engagement or public education.”

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and extreme heat and flooding. Columbia Falls is doing its part to address these challenges for residents both now and in the future.

More information on the program is available at arborday.org/TreeCityUSA.

About the Arbor Day Foundation

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at arborday.org.