



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

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

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**CITY COUNCIL REGULAR MEETING  
AGENDA  
TUESDAY, JANUARY 02, 2024  
COUNCIL CHAMBERS CITY HALL**

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**FINANCE COMMITTEE – 6:30 P.M**

(Barnhart, King, Lovering)

**CONTACT CITY CLERK BARB STAALAND FOR REGULAR MEETING VIRTUAL INFORMATION BY CALLING (406) 892-4391 OR EMAILING STAALANDB@CITYOFCOLUMBIAFALLS.COM BEFORE 6:00 PM THE DAY OF THE MEETING**

**REGULAR MEETING – 7:00 P.M.**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**OATHS OF OFFICE:**

Councilpersons: King, Piper, Price - 4 year terms through December 31, 2027

City Attorney Justin Breck and Deputy City Attorney - 2 year terms through December 31, 2025

**APPROVAL OF AGENDA**

**CONSENT AGENDA:**

- 1.** Approval of Claims - January 2, 2024 - \$123,175.49
- 2.** Approval of Payroll Claims - December 22, 2023 - \$160,882.19
- 3.** Approval of Regular Meeting Minutes - December 18, 2023

**VISITORS/PUBLIC COMMENT (Items not on agenda)**

**NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:**

- 4.** **Public Hearing: Zoning Request within Columbia Falls Jurisdiction:**

**Request change the zoning from CR-3 (One-Family Residential) to CB-2 (General Business) in the Columbia Falls Zoning Jurisdiction:**

The owner/applicant, Boys and Girls Club of Glacier Country, Inc., is requesting a zone change at 165 Veterans Drive in the Columbia Falls area from the current CR-3 (One-Family Residential) to a CB-2 (General Business) designation. The property has a Commercial designation in the Columbia Falls Growth Policy and will be the future home of the Boys and Girls Club in Columbia Falls. The property is described as Lot 2, of Saint Richards Subdivision in Section 18, Township 30 North, Range 20 West, P.M.M., Flathead County.

- A. Adopt Staff Report CZC-23-03 as Findings of Fact
- B. Approve Zone Change

**NEW BUSINESS:**

- 5. Declare Equipment Surplus and Authorize Intent to Dispose of Surplus Equipment

**ORDINANCES / RESOLUTIONS:**

**6. First Reading - Ordinance # 828:**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP FROM CR-3 ONE FAMILY RESIDENTIAL TO CB-2 GENERAL BUSINESS AT 165 VETERANS DRIVE, FURTHER DESCRIBED AS LOT 2 OF THE ST. RICHARDS SUBDIVISION IN SECTION 18, T30N, R20W, P.M.M., FLATHEAD COUNTY

**REPORTS / BUSINESS FROM MAYOR & COUNCIL**

Council Committee Assignments

**CITY MANAGER REPORT**

**CITY ATTORNEY REPORT**

**MISCELLANEOUS**

- 7. Correspondence

**ADJOURN**

Next Scheduled Meetings:

City Council – Regular Meeting, **Tuesday, January 16, 2024** – 7:00 PM

Planning Board – TBD (No Meeting scheduled for January 2024)

Council Workshop – **Monday, January 22, 2024** – 6:30 PM - Short-term Vacation Rentals

12/29/23  
14:30:35

CITY OF COLUMBIA FALLS  
Claim Approval List  
For the Accounting Period: 12/23

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Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45321		3112 406 CLEANING OF COLUMBIA FALLS	3,400.00						
	325	12/25/23 FAC-DEC JANITORIAL SERVICE	3,400.00			1000 411200	399		101000
		Total for Vendor:	3,400.00						
45325		3028 CENTURYLINK - BUSINESS SERVICES	347.56						
	668712684	12/16/23 COMP-11/16/23-12/15/23	347.56			1000 410580	345		101000
		Total for Vendor:	347.56						
45313		14 CITY OF COLUMBIA FALLS	428.07						
	122223	12/22/23 FAC-11/18/23-12/18/23	105.70			1000 411200	342		101000
	122223	12/22/23 FD-11/18/23-12/18/23	33.94			1000 420400	342		101000
	122223	12/22/23 PRKS-11/18/23-12/18/23	52.78			1000 460400	342		101000
	122223	12/22/23 STRS-11/18/23-12/18/23	99.24			2500 430200	342		101000
	122223	12/22/23 WTR-11/18/23-12/18/23	48.16			5210 430500	342		101000
	122223	12/22/23 SWR-11/18/23-12/18/23	88.25			5310 430600	342		101000
		Total for Vendor:	428.07						
45305		115 CITY SERVICE VALCON LLC	132.21						
		CLARE PARK WELL MOTOR OIL							
	0724830	12/12/23 WTR-CLARE WELLS OIL	132.21			5210 430500	240		101000
		Total for Vendor:	132.21						
45303		1459 COLUMBIA CONSTRUCTION, INC.	300.00						
	121223	12/12/23 SWR-BILLING FOR PUMP REPLACEME	300.00			5310 430600	360		101000
		Total for Vendor:	300.00						
45300		1797 DEPARTMENT OF ADMINISTRATION	44.80						
	SITSD52024	11/15/23 PD-ITSD/EMAIL 11/1/23-11/3	44.80			1000 420100	355		101000
		Total for Vendor:	44.80						
45291		2501 ENCOMPASS SUPPLY	36.44						
	95316	12/14/23 SWR-NITRILE POWDER FREE GLOVES	36.44			5310 430600	220		101000
		Total for Vendor:	36.44						

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45318		1383 FASTENAL COMPANY	274.20						
	MTKAL27376	12/04/23 STR-GRAFFITI REMOVER	137.10			2500 430200	220		101000
	MTKAL27376	12/04/23 PRK-GRAFFITI REMOVER	137.10			1000 460400	220		101000
		Total for Vendor:	274.20						
45293		438 FERGUSON WATERWORKS	766.75						
	0876175	12/15/23 WTR-LP WELL SANITARY COMPLIAN	713.45			5210 430500	240		101000
	0876184	12/19/23 WTR-BUTT CONNECTOR	38.00			5210 430500	220		101000
	0876551	12/19/23 WTR-BRASS BUSHINGS	15.30			5210 430500	220		101000
		Total for Vendor:	766.75						
45322		1892 FLATHEAD COUNTY	75.00						
	6206	12/26/23 OWNER LIST-LARD DANIEL CARA	75.00			1000 411000	390		101000
		Total for Vendor:	75.00						
45306		2806 HANSON'S HARDWARE	133.87						
	608591	12/15/23 STR-24HR MECH TIMER	11.99			2500 430200	240		101000
	608532	12/11/23 WTR-FLASHLIGHT/AA BATTERIES	25.28			5210 430500	220		101000
	608532	12/11/23 WTR-H2O SAMPLE STATION SUPPLIE	63.44			5210 430500	230		101000
	608570	12/14/23 STR-DAWN DISH SOAP	4.49			2500 430200	220		101000
	608570	12/14/23 STR-SM ENGINE FUEL	26.99			2500 430200	231		101000
	608571	12/14/23 STR-MISC SCREWS	1.68			2500 430200	220		101000
		Total for Vendor:	133.87						
45302		1119 HDR ENGINEERING, INC.	72,202.75						
		WWTP AND SEWER IMPROVEMENTS PROJECT INVOICE #21							
	1200580085	12/14/23 SWR ARPA INV #21 THRU DEC	70,761.41			5310 430600	930		101000
	1200580087	12/14/23 SWR TROUBLESHOOTING EQ PUM	1,441.34			5310 430600	354		101000
		Total for Vendor:	72,202.75						
45326		1485 HILL BROTHERS AUTO BODY & TOWING	1,646.40						
		AUTOBODY REPAIR FOR POLICE DEPARTMENT 2020 RAM 1500							
	27366	08/31/23 PD-2020 RAM 1500 REPAIR	1,646.40			1000 510330	519		101000
		Total for Vendor:	1,646.40						

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45310		2591 HOTSY OF WESTERN MONTANA	307.64						
	6971	12/22/23 FD-FITTINGS/BUSHINGS/LABOR	307.64			1000 420400	360		101000
		Total for Vendor:	307.64						
45309		2849 J2 BUSINESS PRODUCTS	692.83						
	172278	12/20/23 FIN-BARBS PRINTER TONER	223.00			1000 410500	210		101000
	1346952-0	12/21/23 PRKS-BLACK LINERS	165.72			1000 460400	220		101000
	1346838-0	12/21/23 PD-TONERS	275.42			1000 420100	210		101000
	1345905-0	12/15/23 FIN-RUBBER FINGER PADS	4.90			1000 410500	210		101000
	1346157-0	12/18/23 WTR-PP CLIPS/AIR CANS DUSTE	7.93			5210 430500	210		101000
	1346157-0	12/18/23 SWR-PP CLIPS/AIR CANS DUSTE	7.93			5310 430600	210		101000
	1346157-0	12/18/23 FIN-PP CLIPS/AIR CANS DUSTE	7.93			1000 410500	210		101000
		Total for Vendor:	692.83						
45323		3221 JACOB DALIMATA	29.98						
	41540807	10/26/23 PD-REIMBURSING DALIMATA STRI	29.98			1000 420100	220		101000
		Total for Vendor:	29.98						
45320		262 LHC, INC.	32,074.36						
		BETH AND MARTHA ROAD RECONSTRUCTION - PAY APP #5 - Final							
		PAY APP 5 12/13/23 STRS-BETH & MARTHA ROAD REC	32,398.34			4040 430200	950		101000
		PAY APP 5 12/13/23 1% STATE W/HOLDING	-323.98			4040 430200	950		101000
		Total for Vendor:	32,074.36						
45319		162 LOGAN HEALTH - WHITEFISH	40.00						
	122623	12/26/23 PD-EVID BLOOD COLLECTION	20.00			1000 420100	390		101000
	122623	12/26/23 PD-EVID BLOOD COLLECTION	20.00			1000 420100	390		101000
		Total for Vendor:	40.00						
45316		707 MONTANA DEPT. OF REVENUE	323.98						
		BETH AND MATHA ROAD RECONSTRUCTION PROJECT PAY APP #5 - Final							
		Pay App 5 12/13/23 STRS-LHC INC. 1% W/HOLDING	323.98			4040 430200	950		101000
		Total for Vendor:	323.98						

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45299		3152 MONTANA ELITE LLC	270.00						
	2370	12/20/23 SWR-TROUBLESHOOT/REPLACE CONTA	270.00			5310 430600	360		101000
		Total for Vendor:	270.00						
45304		194 MONTANA RURAL WATER SYSTEMS, RURAL WATER CONFERENCE - MARCH 20TH- MARCH 22ND GREAT FALLS MT.	925.00						
	122223	12/22/23 WTR-REGISTRATION,S.BATES/A.PUT	550.00			5210 430500	380		101000
	122223	12/22/23 SWR-REGISTRATION,J.PALIGA/C.HA	375.00			5310 430600	380		101000
		Total for Vendor:	925.00						
45301		3094 MONTANA STATE VOLUNTEER FIRE	65.00						
	122023	01/01/24 FD-CAL YR 2024 DUES CHIEF WEEK	65.00			1000 420400	335		101000
		Total for Vendor:	65.00						
45287		3119 MONTANA TRUCK WORKS, LLC	1,045.54						
	211495	12/12/23 FD-DOSER INJECTOR & GASKET	1,045.54			1000 420400	361		101000
		Total for Vendor:	1,045.54						
45295		2707 MOUNTAIN ALARM ALARM MONITORING SERVICES JAN 2024	120.75						
	4169207	01/01/23 FAC-CITY HALL JAN 2024	57.35			1000 411200	366		101000
	4168177	01/01/24 FAC-FD JAN 2024	63.40			1000 411200	366		101000
		Total for Vendor:	120.75						
45288		1247 MURDOCH'S RANCH & HOME	85.97						
	3520882	10/31/23 PRKS-STEALTH CAM 32GM SD	29.99			1000 460400	220		101000
	8231947	12/08/23 SWR-SCOTTS SPRAYER	34.99			5310 430600	240		101000
	8236794	12/18/23 SWR-RATCHET STRAP	20.99			5310 430600	220		101000
		Total for Vendor:	85.97						
45290		52 NAPA AUTO PARTS	29.98						
	066443	12/07/23 STR-HOWES DSL F/ADDIT G11	29.98			2500 430200	231		101000
		Total for Vendor:	29.98						

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45289		2816 O'REILLY AUTO PARTS	37.95						
		GL-WIPER FLUID, MOTOR OIL, 16OZ PROTECT							
	4774-45870	12/17/23 PD-MOTOR OIL 3QTS	22.47			1000 420100	231		101000
	4774-45870	12/17/23 PD-WIPER FLD/16OZ PROTECTO	15.48			1000 420100	220		101000
		Total for Vendor:	37.95						
45324		3085 ORTHOPEDIC REHAB INC	200.00						
	43414	11/27/23 WTR-PHYSICAL PRE SCR N C.MURPHY	200.00			5210 430500	390		101000
		Total for Vendor:	200.00						
45286		1495 PLATT ELECTRIC SUPPLY	594.72						
		STREET LIGH BULBS							
	4074928	11/15/23 STR-STREET LIGHT BULBS	594.72			2400 430200	240		101000
		Total for Vendor:	594.72						
45307		1823 POLLARD WATER	53.58						
	0252045	12/08/23 SWR-HOSE BIBBS	53.58			5310 430600	240		101000
		Total for Vendor:	53.58						
45312		2769 RESPONSE EQUIPMENT SPECIALISTS,	916.73						
	6128	12/19/23 PD-COOLANT LEAK/WATER PUMP	593.00			1000 420100	361		101000
	6112	12/18/23 PD-OIL FILTER/MOTOR OIL	323.73			1000 420100	361		101000
		Total for Vendor:	916.73						
45328		999999 RICK MOORE	14.53						
		OVER PAYMENT REFUND							
	122923	12/29/23 WTR-OVERPAYMENT REFUND	14.53			5210 214010			101000
		Total for Vendor:	14.53						
45298		1042 SANDS SURVEYING, INC.	3,386.25						
	38029	12/18/23 P/Z-ROUTINE SRVS 11/21-12/15	3,386.25			1000 411000	399		101000
		Total for Vendor:	3,386.25						

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45294		862 SUCCESSFUL SIGNS AND AWARDS	38.00						
	11008	12/18/23 YETI ENGRAVING-D. FISHER	38.00			1000 410100	220		101000
		Total for Vendor:	38.00						
45292		1653 SUPER 1 FOODS	46.35						
	04-2523333	12/13/23 SWR-LAB WATER	26.52			5310 430600	222		101000
	04-2523333	12/13/23 SWR-LIGHT BULBS/HOOK	19.83			5310 430600	220		101000
		Total for Vendor:	46.35						
45296		2699 THE MAIL ROOM, INC	159.83						
		INVOICE #D118130							
	D118130	12/20/23 PD-MAIL SRVS 12/5-12/15	32.47			1000 420100	310		101000
	D118130	12/20/23 FIN-MAIL SRVS 12/5-12/15	14.64			1000 410500	310		101000
	D118130	12/20/23 WTR-MAIL SRVS 12/5-12/15	12.33			5210 430500	310		101000
	D118130	12/20/23 SWR-MAIL SRVS 12/5-12/15	12.33			5310 430600	310		101000
	D118130	12/20/23 CRT-MAIL SRVS 12/5-12/15	77.38			1000 410360	310		101000
	D118130	12/20/23 PLN-MAIL SRVS 12/5-12/15	10.68			1000 411000	310		101000
		Total for Vendor:	159.83						
45317		3200 USABLUEBOOK	158.02						
	INV0021682	12/08/23 SWR-AVOCADO FLOAT SWITCH	77.95			5310 430600	240		101000
	INV0021456	12/06/23 SWR- NALGENE SPIGOT TUBING	80.07			5310 430600	222		101000
		Total for Vendor:	158.02						
45314		3063 UTILITIES UNDERGROUND LOCATION	69.08						
		MONTH OF SERVICE JULY							
44	TOTAL								
	3075069	07/31/23 WTR-JULY 2023 UDIGS	23.03			5210 430500	318		101000
	3075069	07/31/23 SWR-JULY 2023 UDIGS	23.03			5310 430600	318		101000
	3075069	07/31/23 STRS-JULY 2023 UDIGS	23.02			2500 430200	318		101000
		Total for Vendor:	69.08						
45327	E	1218 VERIZON WIRELESS	1,358.81						
	9951658813	12/12/23 ADMIN-12/13/23-01/12/24	19.94			1000 410400	345		101000
	9951658813	12/12/23 FIN-12/13/23-01/12/24	19.94			1000 410500	345		101000
	9951658813	12/12/23 FIRE-12/13/23-01/12/24	120.42			1000 420400	345		101000



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	9951658813	12/12/23 FAC-12/13/23-01/12/24	12.44			1000 411200	345		101000
	9951658813	12/12/23 STRS-12/13/23-01/12/24	111.92			2500 430200	345		101000
	9951658813	12/12/23 PD-12/13/23-01/12/24	710.98			1000 420100	345		101000
	9951658813	12/12/23 PRKS-12/13/23-01/12/24	49.73			1000 460400	345		101000
	9951658813	12/12/23 WTR-12/13/23-01/12/24	181.59			5210 430500	345		101000
	9951658813	12/12/23 SWR-12/13/23-01/12/24	82.11			5310 430600	345		101000
	9951658813	11/12/23 CRT-12/13/23-01/12/24	49.74			1000 410360	345		101000
		Total for Vendor:	1,358.81						
45308		84 WESTERN BUILDING CENTER	289.10						
	4I618470	12/20/23 FD-PAINT/SAND KIT	36.46			1000 420400	240		101000
	4I612706	12/15/23 SWR-BUSHING/SHARPIE/ADAPTER	84.53			5310 430600	240		101000
	4I605495	12/11/23 SWR-CORD REPAIR	28.00			5310 430600	240		101000
	4I604902	12/11/23 WTR-TOOLS/SHOVELS	42.99			5210 430500	220		101000
	4I605199	12/11/23 STR-PLUS BIT CUTTERS	29.70			2500 430200	220		101000
	4I606986	12/12/23 STR-STOVE BOLT/HEX WASHER	2.79			2500 430200	240		101000
	4I608364	12/13/23 STR-MIDWEST/ASSORTED FASTENE	3.17			2500 430200	240		101000
	4I608214	12/13/23 STR-END FOR ELECTRIC CORDS	20.40			2500 430200	240		101000
	4I610714	12/14/23 PRKS-TIMER FOR CHRISTMAS LIG	9.29			1000 410100	220		101000
	4I610714	12/14/23 STR-ASSORTED FASTNERS CHRIST	3.78			2500 430200	240		101000
	4I612732	12/15/23 FD-PHILIP ELECTRONIC BALLAST	27.99			1000 411200	240		101000
		Total for Vendor:	289.10						
45297	E	2733 WEX Fleet Universal	53.46						
	177580	11/30/23 WTR-PASSPORT FUEL	13.36			5210 430500	231		101000
	177580	11/30/23 SWR-PASSPORT FUEL	13.36			5310 430600	231		101000
	177580	11/30/23 BLDG-PASSPORT FUEL	13.37			2394 420500	220		101000
	177580	11/30/23 FIN-PASSPORT FUEL	13.37			1000 410500	220		101000
		Total for Vendor:	53.46						
		# of Claims	41	Total:	123,175.49	# of Vendors	39		
		Total Electronic Claims			1,412.27				
		Total Non-Electronic Claims			121763.22				



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Council Meeting Date: 01/02/2024

Claims Submitted to Council: \$ 123,175.49

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

Prepared By: Shawn Bates, Finance Director

Shawn Bates

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claims are significant:

- LHC Inc. - \$32,398.34 Beth & Martha Rd Reconstruction project final payment. (Fund 4040)
- HDR Engineering Inc. - \$72,202.75 WWTP & Sewer improvements. (Fund 5310)

The remaining claims are routine. Please let me know if you have any questions.  
Shawn

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		118.60
COMA HOURS (Comp Time Accumulated)	18.38		
COMP HOURS (Comp Time Used)	1.50		39.48
OTHE HOURS (Other Time Used)	160.00		6,659.20
OVER HOURS (Overtime)	88.00		3,655.47
PERS HOURS (Personal Time Used)	5.50		198.33
REG HOURS (Regular Time)	2,491.75		77,659.81
SHFM HOURS (Shift B)	324.00		648.00
SHFQ HOURS (OVT B)	14.00		42.00
SICK HOURS (Sick Time)	58.00		1,679.44
VACA HOURS (Vacation Time Used)	45.50		1,390.28
VOLN HOURS (Not in use)	24.00		1,200.00
GROSS PAY	92,090.61	0.00	
NET PAY	60,757.43	0.00	
NET PAY (CHECKS)	1,148.09		
NET PAY (DIRECT DEPOSIT)	59,609.34		
AFLAC-POSTTAX	86.97	0.00	
AFLAC-PRETAX	165.04	0.00	
CHILD SUPPORT P	206.76	0.00	
CITY OF CF ELEC	2,908.35	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	7,229.53	0.00	
FLEX ALLEGIANCE	836.72	25.00	
FOP	360.00	0.00	
HEALTHINS/PRE	2,709.79	23,784.50	
MEDICARE	1,270.43	1,270.43	
MT ST FIRE ASSO	100.27	0.00	
NATIONWIDE/CITY	0.00	2,146.13	
NATIONWIDE/EMP	238.33	0.00	
P.E.R.S.	4,012.29	4,606.53	
PERS RETIREE	0.00	21.77	
PERS/FURS	1,072.72	1,439.65	
PERS/POLICE	2,532.55	4,054.92	
SIT	3,926.00	0.00	
SOCIAL SECURITY	3,187.38	3,187.38	
TEAMSTERS DUES	327.00	0.00	
UNEMPL. INSUR.	0.00	407.19	
UNUM LIFE INS.	143.05	0.00	
WORKERS' COMP	0.00	2,852.47	
CHARLES SCHWAB	1,647.80	0.00	
FIRST INTERSTAT	1,097.28	0.00	
FREEDOM BANK	3,508.71	0.00	
GLACIER BANK KA	7,827.94	0.00	
GLACIER BANK MS	1,425.22	0.00	
GLACIER BANK/CF	17,404.23	0.00	
GLACIER BANK/WF	1,839.98	0.00	
NAVY FEDERAL CR	1,635.42	0.00	
PARKSIDE CR U	8,004.91	0.00	

Dec. 22, 2023  
 Payroll  
 \$ 160,882.19  
 Paul Stalund

12/20/23  
09:11:50

CITY OF COLUMBIA FALLS  
Payroll Summary For Payrolls from 12/22/23 to 12/22/23

Page: 2 of 3  
Report ID: P130

STRIDE BANK	1,123.06	0.00
USAA FEDERAL	1,404.10	0.00
WELLS FARGO	2,278.07	0.00
WELLS FARGO, TX	1,790.75	0.00
WFISH CR UNION	8,621.87	0.00
FIT/SIT BASE	77,614.82	0.00
MEDICARE BASE	87,616.84	0.00
PERS BASE	89,193.52	0.00
SOC SEC BASE	51,409.32	0.00
UN BASE	90,490.61	0.00
WC BASE	92,072.11	0.00

Total 43,795.97  
 Total Payroll Expense (Gross Pay + Employer Contributions): 135,886.58  
 \*\*\* PAYROLL REGISTER + VOLUNTEER PAYROLL REGISTER = PAYROLL SUMMARY \*\*\*

Check Summary

Payroll Checks Prev. Out.	\$4,044.03
Payroll Checks Issued	\$59,331.20
Payroll Checks Redeemed	\$366.72
Payroll Checks Outstanding	\$63,008.51
Electronic Checks	\$101,550.99

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	6374.76	6374.76		212260
Medicare	2540.86	2540.86		212260
P.E.R.S.	8618.82	8618.82		212270
Unempl. Insur.	407.19	2493.92	2901.11	212210
Workers' Comp	2852.47	16945.16	19797.63	212220
FIT	7229.53	7229.53		212260
SIT	3926.00	3926.00		212260
AFLAC-PRETAX	165.04	165.04	330.08	212230
NATIONWIDE/EMP	238.33	238.33		212280
Teamsters dues	327.00	327.00		212310
PERS/Police	6587.47	6587.47		212240
TEAMSTERS INIT	0.00	25.00	25.00	212310
NATIONWIDE/CITY	2146.13	2146.13		212280
AFLAC-POSTTAX	86.97	86.97	173.94	212230
PERS/FURS	2512.37	2512.37		212275
MT ST FIRE ASSO	100.27	100.27		212315
HEALTHINS/PRE	26494.29	26920.85	-587.36	212400
CITY OF COLUMBI	20.00	20.00		212450
UNUM LIFE INS.	143.05	143.05	286.10	212400
FLEX ALLEGIANCE	861.72	861.72		212285
CHILD SUPPORT P	206.76	206.76		212330
FOP	360.00	360.00		212335
CITY OF CF ELEC	2908.35	2908.35		212450
PERS RETIREE	21.77	21.77		212270
<b>Total Ded.</b>	<b>75129.15</b>	<b>47106.99</b>	<b>100124.76</b>	<b>22111.38</b>

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

**CITY OF COLUMBIA FALLS**  
**CITY COUNCIL REGULAR MEETING MINUTES**  
**HELD DECEMBER 18, 2023**

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

**ROLL CALL:** Councilor Fisher, Councilor King, Councilor Lovering, Councilor Piper, Councilor Robinson, Councilor Shepard (via Zoom) and Mayor Barnhart.

Also present: City Manager Nicosia, City Clerk Staaland, City Attorney Breck and Police Sergeant Rice.

**PLEDGE OF ALLEGIANCE**

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

**CONSENT AGENDA:** Councilor Robinson made motion to approve the consent agenda noting all claims appeared to be in order with the additional claims totaling \$282.32, seconded by Councilor Lovering with Council voting as follows. Ayes: Lovering, Piper, Robinson, Shepard, Fisher, King and Barnhart.

Approval of Claims - December 18, 2023 - \$149,120.50 + \$282.32 = \$149,402.82

Approval of Payroll Claims, December 8, 2023 - \$109,976.79

Approval of Regular City Council Meeting Minutes - December 4, 2023

Approval of Change Order No 2 - LHC, Inc. Overlay and Reconstruction Project and Authorize City Manager to Execute

**VISITORS/PUBLIC COMMENT (Items not on agenda)**

Tanna Friske, 2100 Drift Water Way said she is opposed of the city developing the baseball fields on Railroad St. for housing. The open space of the park should be retained.

Shirley Folkwein, 285 Shooting Star Drive is representing the Upper Flathead Neighborhood Association. Ms. Folkwein spoke on the cleanup at the CFAC site. The EPA has submitted their proposal to keep the toxic waste in place said Folkwein. The City expressed their desire to see the site cleaned up with the contaminants removed and not covered up. The current proposal does not include a price for the removal of waste. Ms. Folkwein would like to work together in a community effort and take a time out on the EPA process.

Peter Metcalf, 234 1st Ave E. Columbia Falls, said he did research on the Bonner cleanup in Missoula. The contamination was removed, and it was incredible to see the revitalization of the site. There is an opportunity to make the CFAC site a vital part of the community. Mr. Metcalf encourages the Council to not give up in getting a better cleanup for the future.

Phil Matson, 1125 Raven Lane, said he concurs with Shirley and Peter on the CFAC site cleanup as the plan is inadequate and is not what the citizens want. We should have legislators, City Council and County Commissioners involved in coming up with a land use plan and taking it to the EPA and they may remove the contaminants. They want to leave it in place and surround it with a concrete wall. There is a federal site dedicated to contaminants in Arlington, Oregon which they have already shipped contaminants to from CFAC. They can apply to get funding to supplement what the EPA is going to do to make the land safe for future use.

The Superfund Redevelopment Initiatives have planned for reuse on sites across the country creating 30,000 jobs and 1.3 billion dollars in economic benefits to the various communities, he stated.

Morgan Isles, 85 9th St., Hungry Horse said she was here to inquire about a county case to speed up the process and investigation. City Attorney Breck replied she may speak with the County Commissioners in Kalispell as it is a county case. The County Attorney's office has a victim witness advocate said Nicosia.

#### **NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:**

Mayor Barnhart read the Notice of Public Hearing:

The Columbia Falls City-County Planning Board held a public hearing for the following item at their regular meeting on Tuesday, December 12, 2023, at 6:30 p.m. in the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on **Tuesday, January 2, 2024**, starting at 7:00 p.m. in the same location.

#### **Request change the zoning from CR-3 (One-Family Residential) to CB-2 (General Business) in the Columbia Falls Zoning Jurisdiction:**

The owner/applicant, Boys and Girls Club of Glacier Country, Inc., is requesting a zone change at 165 Veterans Drive in the Columbia Falls area from the current CR-3 (One-Family Residential) to a CB-2 (General Business) designation. The property has a Commercial designation in the Columbia Falls Growth Policy and will be the future home of the Boys and Girls Club in Columbia Falls. The property is described as Lot 2, of Saint Richards Subdivision in Section 18, Township 30 North, Range 20 West, P.M.M., Flathead County.

#### **NEW BUSINESS:**

Arbor Day 2024:

Mayor Barnhart read the Columbia Falls Arbor Day Proclamation and declared May 3, 2024, Columbia Falls Arbor Day.

Board Member Appointments:

Nicosia reported that the Columbia Falls Board of Adjustment and Columbia Falls City-County Planning Board will continue until SB 382 is enacted. There is one opening on the BOA as one incumbent did not wish to be reappointed. All other Board incumbents have asked to be reappointed. Nicosia noted that the City Clerk did not receive any letters of interest from anyone else. Staff recommends approval of the following Board reappointments:

Board of Adjustment: Barb Riley and Mark Johnson – 3-year terms ending December 31, 2026

Columbia Falls City-County Planning Board: Steve Duffy and Sam Kavanagh – 2-year terms ending December 31, 2025

Columbia Falls Tree Board: Kelly King and Matt Bishop – 3-year terms ending December 31, 2026

Councilor Lovering made a motion to approve the Board appointments as listed, seconded by Councilor Piper and the motion carried.

Re-Appointment City Attorney/Deputy City Attorney January 1, 2024 - December 31, 2025, and Authorize City Manager to Execute Contract for Services effective January 1, 2024, through June 30, 2026.



Nicosia noted that she met with the City Attorney's office and reviewed the current contract language and the increased court activity, thanks to the pro-active police department, and recommended the contract update as well as amending the contract to coincide with the fiscal year instead of the calendar year for more accurate budgeting purposes.

Councilor Fisher motioned to re-appoint City Attorney and Deputy City Attorney and authorize City Manager Nicosia to execute the contract, seconded by Councilor Robinson with council voting as follows. Ayes: Piper, Robinson, Shepard, Fisher, King, Lovering and Barnhart.

### **ORDINANCES / RESOLUTIONS:**

#### **Second and Final Reading - Ordinance #827**

An Ordinance of the City Council of the City of Columbia Falls, Montana Amending the Title 5 Business License Regulations to Reflect the New Business Registration Program

City Manager Nicosia reported that city staff is recommending minor wording changes to the Ordinance to clarify the application and intent of the business registration program. Nicosia reviewed the final terminology. Mayor Barnhart noted that the updated language is clearer to understand.

Councilor Piper motioned to approve the second and final reading of Ordinance # 827 as presented, seconded by Councilor Lovering with council voting as follows. Ayes: Robinson, Shepard, Fisher, King, Lovering, Piper, and Barnhart.

#### **Resolution # 1912 - Establishing the City Business and Registration Fees for the 2024 Calendar Year**

A Resolution of the City Council of City of Columbia Falls, Montana establishing the City Business and Entity Registration fees for the 2024 calendar year.

City Manager Nicosia said the City is bringing forward this resolution in concert with the updated Business Registration Ordinance #827. City staff is recommending simplifying the registration fees to an annual fee of \$40 and after July 1<sup>st</sup> to \$20, the city will no longer offer quarterly payments or pro-rated quarters.

Councilor Robinson motioned to approve Resolution # 1912, seconded by Councilor King with Council voting as follows. Ayes: Shepard, Fisher, King, Lovering, Piper, Robinson and Barnhart.

### **REPORTS / BUSINESS FROM MAYOR & COUNCIL**

Councilor King asked if a resident could call City Hall and make a water account payment instead of coming in to City Hall. City Manager Nicosia said the city accepts Paygov, ACH (EFT), cash or check along with a drop box near the Police Department. Nicosia said City staff do not take bank account or credit card numbers over the phone due to federal regulation and security reasons. Residents can readily utilize the credit card payment option on the city website.

Councilor Lovering thanked Councilor Darin Fisher for his service.

Councilor Fisher said he has enjoyed working with this Council and staff for the last 12 years. Fisher said when he joined the Council, he was the youngest Councilor and leaving is still the youngest. Fisher thanked the city

staff and council for their work. Fisher said the city has done some great things such as parks, community garden, Skatepark, pickleball courts and he is most proud of the resort tax that was passed. Fisher believes Council and staff did a good job on explaining it to the community. It provides funding for emergency services and infrastructure long term.

Mayor Barnhart presented Councilor Fisher with an engraved gift to remind him of his service and thanked him for his 12 years of service. Mayor said he appreciates all the work Fisher has done for the city and he has enjoyed working with him.

Councilor Shepard said he enjoyed serving with Councilor Fisher as well and wished him the best.

Mayor Barnhart said the Council needs to put together a City Planning Commission separate from the Columbia Falls City-County Planning Board as part of the SB 382 implementation. Mayor Barnhart would like to see letters of interest to the Council.

Councilor Shepard asked Breck about the lawsuit out of Bozeman challenging SB 382 along with other planning bills passed in the last session. Breck said he is not familiar with the case as he has not read the court brief. Breck said his advice is to precede as normal in our course of accepting letters of interest and getting our Commission up and going.

Councilor Lovering feels the Commission has a big job and would like to see a commission of 5 or 7 members. Councilor Fisher believes 5 members would be ideal. After Council discussion, a 5-member commission would be adequate.

Councilor Lovering motioned to appoint 5 members to the Planning Commission, seconded by Councilor Robinson and the motion carried.

Councilor Fisher asked what is the length of term for the Planning Commission members. City Manager Nicosia said the implementation period is through May of 2026.

Mayor Barnhart said he attended multiple meetings for the cleanup held at CFAC and the County Commission wanted nothing to do with the cleanup process. The City Council went to Senator Tester to get help; it is obvious where the city stands on the project. Mayor Barnhart understands the angst people have on this waiting for it to be done. As it turns out, the city took the bull by the horns and played a major role in getting things done. Mayor Barnhart suggested the new group should contact the County Commissioners.

#### **CITY MANAGER REPORT**

City Manager Nicosia would like to schedule the workshop to look at short-term rental regulations. Council agreed on January 22, 2024, at 6:30 p.m.

#### **CITY ATTORNEY REPORT**

City Attorney Breck thanked Councilor Fisher for his years of service.

#### **MISCELLANEOUS REPORT**

Police Sergeant Rice said he wanted to take a moment to recognize the efforts of the City Police Officers. Rice said the department is young and less experienced but the 5-year statistic averages are significantly higher in positive categories. He noted the department staff is being proactive and doing a great job.

Sergeant Rice said the City received a good pool of applicants and will be following through with getting another Patrolman on board in the near future.

**MISCELLANEOUS**

Police Dept. Activity Report - November 2023

Fire Dept. Activity November 2023

Correspondence

**ADJOURN**

Councilor Fisher motioned to adjourn, seconded by Councilor Robinson and the meeting adjourned at 8:04 p.m.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CITY OF COLUMBIA FALLS**  
**NOTICE OF PUBLIC HEARINGS**

Item No.4.

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, December 12, 2023, at 6:30 p.m. in the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, January 2, 2024, starting at 7:00 p.m. in the same location.

**Request change the zoning from CR-3 (One-Family Residential) to CB-2 (General Business) in the Columbia Falls Zoning Jurisdiction:**

The owner/applicant, Boys and Girls Club of Glacier Country, Inc., is requesting a zone change at 165 Veterans Drive in the Columbia Falls area from the current CR-3 (One-Family Residential) to a CB-2 (General Business) designation. The property has a Commercial designation in the Columbia Falls Growth Policy and will be the future home of the Boys and Girls Club in Columbia Falls. The property is described as Lot 2, of Saint Richards Subdivision in Section 18, 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 comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6<sup>th</sup> Streets West, Columbia Falls, MT 59912. For more information call Eric Mulcahy, Columbia Falls City Planner at (406) 755-6481.

DATED this 16th day of November 2023

*Susan Nicosia*

Susan Nicosia, City Manager/Planning & Zoning Administrator  
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: [Daily Interlake Sunday November 26, 2023](#)

**ZONE CHANGE REQUEST  
COLUMBIA FALLS AREA ZONING JURISDICTION  
BOYS AND GIRLS CLUB OF GLACIER COUNTY  
COLUMBIA FALLS PLANNING OFFICE STAFF REPORT CZC#23-03  
November 30, 2023**

A report to the Columbia Falls City-County Planning Board and Zoning Commission and the Columbia Falls City Council regarding a request to amend the zoning classification from CR-3 (One Family Residential) to CB-2 (General Business) within the Columbia Falls Zoning Jurisdiction. The zone change request is scheduled for a public hearing before the Planning Board on Tuesday, December 12, 2023, at 6:30 P.M. A subsequent hearing will be held by the Columbia Falls City Council January 2, 2024, at 7:00 P.M.

**BACKGROUND INFORMATION**

**A. PETITIONERS**

Boys and Girls Club of Glacier Country, Inc, a Montana non-profit corp.  
P.O. Box 961  
Kalispell, MT 59901

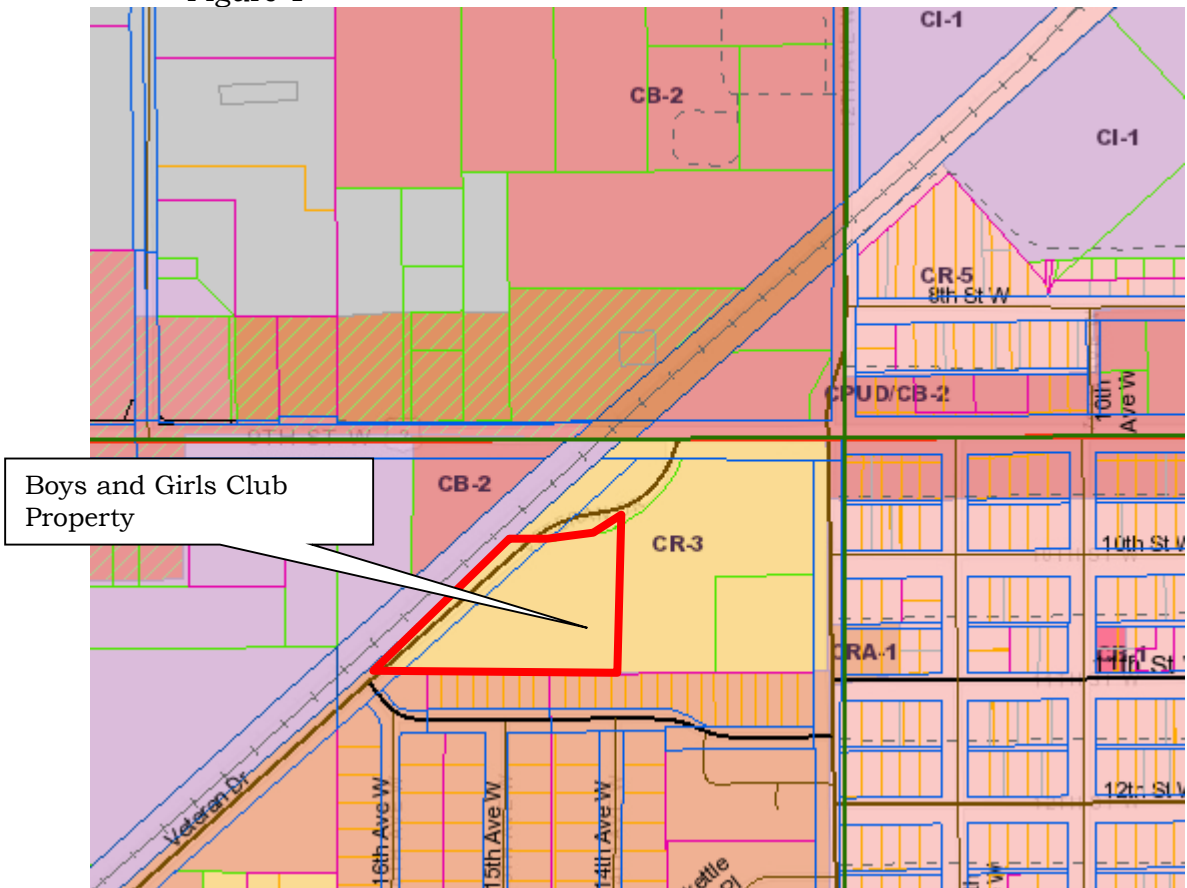
**B. LOCATION/DESCRIPTION**

The property is located at 165 Veterans Drive in Columbia Falls and adjacent to the St. Richards Church. The property is three acres in size and is described as Lot 2 of the St. Richards Subdivision in Section 18, T30N, R20W, P.M.M, Flathead County

**C. REQUEST**

The request would amend the zoning on the property from CR-3 (One Family Residential) to CB-2 (General Business). See figure 1 for current zoning. The site is currently undeveloped but was subdivided by the Church with the intent of selling to the Boys and Girls Club. The proposed zoning would allow the club as a permitted use while the CR-3 requires a conditional use permit.

Figure 1



Columbia Falls Zoning District Map (Current Zoning Designation, Flathead County GIS)

**D. EXISTING LAND USE**

The property is previously part of the St Richards Catholic Church property and was recently subdivided and sold to the Boys and Girls Club. The site is vacant. (See Figure 2)

Figure 2



Source: Google Maps

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

Figure 1 shows the existing zoning and use.

Direction from Site	Current Zoning	Current Use
North	CB-2	Highway 2, Former Burger King, propane storage, auto repair, etc.
South	CRA-1	Single-family townhouse lots and single-family homes.
West	CB-2 and CI-1	Former Day Care, various sales and service business and the Western Building Center main yard.
East	CR-3, CB-2, and CRA-1	St. Richards Church, Gem Shop, mixed density residential.

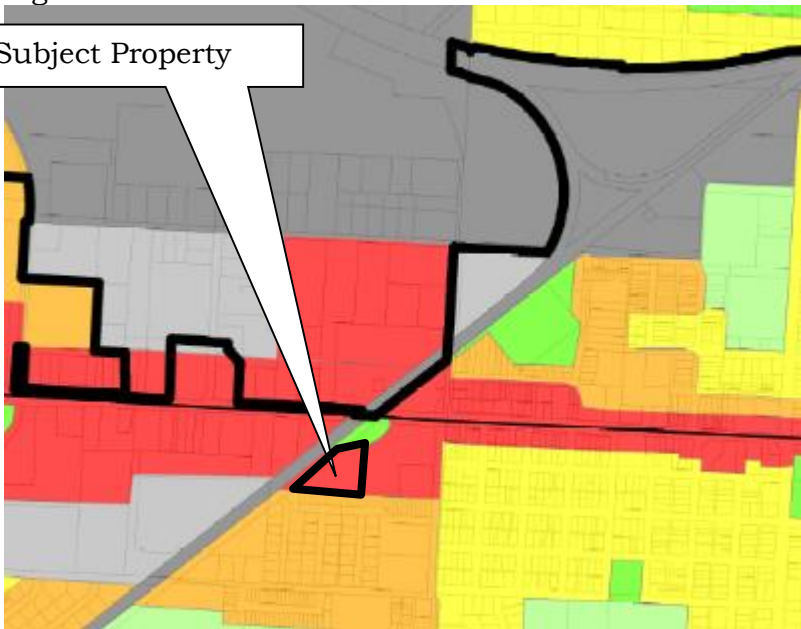
**F. GROWTH POLICY DESIGNATION**

The Columbia Falls Growth Policy map designates the Boys and Girls Club as well as the church property for commercial zoning. The proposed zone change to CB-2 is in compliance with the Growth Policy Map. Commercial use will complement the nearby commercial and industrial uses.











The subject property is in the City Limits of Columbia Falls and will connect to City Sewer and Water services at the time of construction. The property fronts Veterans Drive. With the intended use as a Boys and Girls Club, the property is close to schools and surrounding neighborhoods.

Figure 3

Subject Property



Excerpt from the 2019 Columbia Falls Growth Policy Map

Land Use Map Legend	
	Commercial <i>General, highway and neighborhood retail sales, services or mixed office use.</i>
	ResortRes Com <i>Within the confines of an overall development plan, provides recreation opportunities (principally to residents and quests), commercial uses (associated directly with recreation), and a mixture of housing types and densities.</i>
	HeavyIndustrial <i>Manufacturing, processing, storage and assembly of goods, where noise, odor, dust and associated impacts extend beyond the confines of a building or screened area.</i>
	LightIndustrial <i>Wholesale and industrial uses where noise, odor, dust and associated impacts are confined to a building or screened area.</i>
	MultiFamily <i>8 or more units/acre. High density residential including townhouses and apartment units. Served by urban services. May be a buffer or transitional area between low density residential and non-residential uses.</i>
	UrbanResidential <i>Between 2 and 8 units/acre. Primarily single family residential with limited quantities of multifamily units. Fully served by urban services.</i>
	SuburbanResidential <i>2 units/acre or less. Primarily single family residential in a quasi-rural setting. Some urban services available.</i>
	RuralPreserve <i>A rural area, predominately used for corporate and public lands, estate housing, and protective buffer for industry. Outside the immediate needs of urban development and having limited urban services. Residential use closely associated with highly developed access and low fire hazards.</i>
	PublicSempub <i>Schools, government offices or facilities, and cemeteries.</i>
	ParkOpenspace <i>City and County parks, homeowner parks and green space areas, recreation access points.</i>



**G. UTILITIES/SERVICES**

The property is annexed within the City limits of Columbia Falls.

<u>Water</u>	The property will be served by City water.
<u>Sewer</u>	The property will be served by City Sewer
<u>Fire Protection</u>	Columbia Falls Fire Department
<u>Police Protection</u>	Columbia Falls Police Department
<u>Electricity</u>	Flathead Electric Co-op.

**EVALUATION BASED ON STATUTORY CRITERIA**

This request is reviewed pursuant to the criteria set forth in Section 76-2-304, M.C.A., and as stated by the Montana Supreme Court. The following findings are made:

- 1. **Does the requested zone comply with the Growth Policy?**  
The Columbia Falls Growth Policy Map designates the subject property for General Commercial Use. The zone change to CB-2 General Business complies with the long-range planning document. (Figure 3). The intended use of the property as a Boys and Girls Club provides a close and walkable location from area schools. Residential neighborhoods to the south and east will have convenient access. Veteran Drive is a city-maintained collector street.
- 2. **Is the requested zone designed to lessen congestion in the streets?**  
The subject property is located along a designated collector street (Veterans Drive). Veterans Drive accesses Highway 2 on the north and is close to the signalized intersection with 12<sup>th</sup> Ave West. The southern extent of Veteran Drive intersects Talbot Road providing east west movements. There are sidewalks along Highway 2 and 12 Avenue West and a bike path along Veteran Drive.
- 3. **Will the requested zone secure safety from fire, panic, and other dangers?**  
The property is located within the City Limits of Columbia Falls. The new use will connect to the city sewer and water services. The Columbia Falls Police and Fire departments serve the property. The property is not located or mapped within the 100-year floodplain of the Flathead River (FIRM Panel 1435J). The property is adjacent to a collector street system with a bike path and sidewalks. As with the majority of properties along Highway 2, general business is the dominant use.
- 4. **Will the requested change promote the health and general welfare?**  
The property is adjacent to other commercial uses and borders Veteran Drive and the railroad tracks. The proposed zone change is compatible with the neighboring uses and will promote health and general welfare. In addition, the proposed Boys and Girls Club use will create a transition from what could be intensive commercial to the single-family residential neighbors to the south.
- 5. **Will the requested zone provide for adequate light and air?**  
The existing CR-3 setbacks are 20 feet in the front, 10-feet on the side, 15 feet on the side corner and 20 feet in the rear yards. The proposed CB-2 setbacks are zero except when abutting residential use. When abutting residential, the setback will be 15 feet on the rear. The setbacks are intended to provide light and air.

**6. Will the requested zone prevent the overcrowding of land?**

The proposed zone change closely complies with the Community’s long range planning document, the Columbia Falls Growth Policy, 2019 Edition. The proposed zoning matches the zoning designation for the property located all along the Highway 2 corridor. The subject site is suitable for either commercial or the intended Boys and Girls Club and the intensities associated with these uses are anticipated so there should not be any perceived overcrowding of the land.

**7. Will the requested zone avoid undue concentration of people?**

The proposed commercial zoning will have similar concentrations of people as the CB-2 zoning located along all along the Highway 2 corridor. In fact, the proposed use is similar to church use and the school uses south of the property on 12<sup>th</sup> Ave W and Veteran Drive. The proposed zoning is compatible with neighboring zoning and will not create an undue concentration of people.

The Growth Policy Map prescribes commercial use for this area (Figure 3), so a high concentration of people was anticipated in the long-range planning document.

**8. Will the requested zone facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?**

The proposed zone change does not by itself provide or require the adequate provisions of infrastructure. However, when the applicants go through Building Permit review, the project will be reviewed for access, parking, sewer, water, etc.

**9. Does the requested zone give reasonable consideration to the peculiar suitability of the property for particular uses?**

The subject property is sandwiched between the church and commercial uses to the east and commercial and industrial uses to the west. The intended use as a Boys and Girls Club will provide a transitional use to the single family uses to the south. With proximity to nearby schools and residential neighborhoods, the proposed use will conveniently serve the young people of Columbia Falls.

**10. Does the requested zone give reasonable consideration to the character of the district?**

The character of this neighborhood is commercial and industrial with proximity to Highway 2, Veteran Drive, and the railroad tracks. The church softens this character somewhat for the residential uses to the south. The proposed Boys and Girls Club is a use like the church and schools that supports the area residents and families. It is also not uncommon for churches to offer schools, daycare, pre-school, and after-school programs. It would appear that the zone change, and proposed use are very compatible with the character of this neighborhood.

**11. Will the new zoning affect property values?**

The new building will comply with the architectural standards of the City. As much of the Highway corridor is already zoned commercial, the proposed change should have little impact on neighboring property values.

**12. Will the requested zone encourage the most appropriate use of the land throughout the municipality?**

The subject property is designated in the Columbia Falls Growth Policy as Commercial. The text of the Growth Policy supports this location. The zoning to the north and west is already zoned commercial. It would appear that this is an appropriate location for the requested use.

**SUMMARY**

The property is designated “Commercial” by the Columbia Falls Growth Policy. The property is located adjacent to lands already zoned CB-2, CI-1, CRA-1, and CR-3. The proposed intensities are supported by the urban services and utilities of the City of Columbia Falls.

**RECOMMENDATION**

Staff finds that the subject sufficiently meets the adopted review criteria and supports the property rezoning from CR-3 to CB-2. Staff recommends that the Columbia Falls Planning Board adopt staff report CZC-23-02 as findings of fact and recommend approval of the zone change to the Columbia Falls City Council.



# Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

## PETITION FOR ZONING MAP AMENDMENT

FILING FEE ATTACHED \$ 1,325

Zone Change Base Fee            SEE FEE SHEET

NAME OF APPLICANT: Boys and Girls Club of Glacier Country, Inc., a Montana non-profit corp

MAIL ADDRESS: PO Box 961

CITY/STATE/ZIP: Kalispell, MT 59901            PHONE: 406-892-2697

INTEREST IN PROPERTY: Owner

### PLEASE COMPLETE THE FOLLOWING:

A. Address of the property: 165 Veteran Drive, Columbia Falls

B. Legal Description: (Subdivision Name, Lot & Block and/or Tract Number  
(Section, Township, Range)  
S18, T30N, R20W Saint Richard's Sub, Lot 2

(Attach sheet for metes and bounds)

C. Land in zone change (ac)  
3 acres

D. The present zoning of the above property is: Residential

E. The proposed zoning of the above property is: CB-2

F. State the changed or changing conditions that make the proposed amendment necessary:

This proposed zoning change conforms with the Growth Policy.

### HOW WILL THE PROPOSED CHANGE ACCOMPLISH THE INTENT AND PURPOSE OF:

A. Promoting the Growth Policy

Our proposed building would help meet two of the city's identified weaknesses in the growth plan - a dedicated community building or civic center and activities for young adults.

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B. Lessening congestion in the streets and providing safe access

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C. Promoting safety from fire, panic and other dangers

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D. Promoting the public interest, health, comfort, convenience, safety and general welfare

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E. Preventing the overcrowding of land

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F. Avoiding undue concentration of population

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G. Facilitating the adequate provision of transportation, water, sewage, schools, parks and other public facilities

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H. Giving reasonable consideration to the character of the district

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I. Giving consideration to the peculiar suitability of the property for particular uses

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J. Protecting and conserving the value of buildings

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K. Encouraging the most appropriate use of land by assuring orderly growth

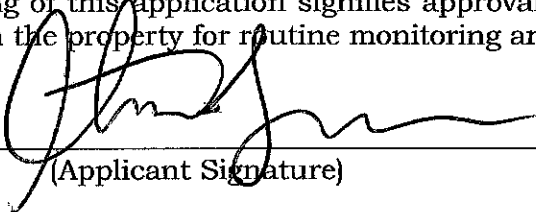
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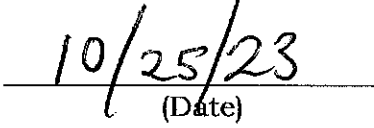
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The signing of this application signifies approval for Columbia Falls Planning staff to be present on the property for routine monitoring and inspection during approval process.

  
\_\_\_\_\_  
(Applicant Signature)

  
\_\_\_\_\_  
(Date)

**APPLICATION PROCESS****APPLICABLE TO ALL ZONING APPLICATIONS:**

## A. Pre-Application Meeting:

A discussion with the planning director or designated member of staff must precede filing of this application. Among topics to be discussed are: Growth Policy compatibility with the application, compatibility of the proposed zone change with surrounding zoning classifications, and the application procedure.

## B. Completed application form.

C. The application must be accepted as complete by the Columbia Falls Planning staff **thirty-five (35) days prior** to the date of the planning board meeting at which it will be heard in order that requirements of state statutes and the zoning regulations may be fulfilled.

## E. Application Contents:

1. Petition for zone change signed by the real property owners representing at least 65% of the land area for which the change in zoning classification is sought.
2. A map showing the location and boundaries of the property.
3. A title report of the subject property.

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

SECTION 16

THE FINAL PLAT OF  
**SAINT RICHARDS SUBDIVISION**  
 THE NE 1/4 OF THE NE 1/4 OF SECTION 18, T. 30 N., R. 20 W., PRINCIPAL MERIDIAN,  
 CITY OF COLUMBIA FALLS, FLATHEAD COUNTY, MONTANA

BY BECKENRIDGE SURVEYING AND MAPPING, PLLC  
 2500 US HIGHWAY 2 EAST, STE 6  
 KALISPELL, MT 59901  
 (406) 782-3238  
 DARRIN N. BECKENRIDGE, PLS  
 LUCAS BECKENRIDGE, PLS

BY **RYAN R. LATOUCHE**  
 ALL SURVEYS SHALL HAVE ADDRESS NUMBERS USABLE FROM THE FRINGE STREET

**CERTIFICATE OF INSTRUMENTATION:**

1. THE UNDERSIGNED, **RYAN R. LATOUCHE**, OF THE FIRM OF **BECKENRIDGE SURVEYING AND MAPPING, PLLC**, A LIMITED LIABILITY PARTNERSHIP, HAVING OFFICES AT 2500 US HIGHWAY 2 EAST, STE 6, KALISPELL, MONTANA 59901, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT, INCLUDING SAID PLAT, IS A TRUE AND CORRECT COPY OF THE INSTRUMENT SUBMITTED TO ME BY SAID PARTNER, **RYAN R. LATOUCHE**, OF THE FIRM OF **BECKENRIDGE SURVEYING AND MAPPING, PLLC**, A LIMITED LIABILITY PARTNERSHIP, HAVING OFFICES AT 2500 US HIGHWAY 2 EAST, STE 6, KALISPELL, MONTANA 59901, AND THAT SAID INSTRUMENT IS A TRUE AND CORRECT COPY OF THE INSTRUMENT SUBMITTED TO ME BY SAID PARTNER, **RYAN R. LATOUCHE**, OF THE FIRM OF **BECKENRIDGE SURVEYING AND MAPPING, PLLC**, A LIMITED LIABILITY PARTNERSHIP, HAVING OFFICES AT 2500 US HIGHWAY 2 EAST, STE 6, KALISPELL, MONTANA 59901, AND THAT SAID INSTRUMENT IS A TRUE AND CORRECT COPY OF THE INSTRUMENT SUBMITTED TO ME BY SAID PARTNER, **RYAN R. LATOUCHE**, OF THE FIRM OF **BECKENRIDGE SURVEYING AND MAPPING, PLLC**, A LIMITED LIABILITY PARTNERSHIP, HAVING OFFICES AT 2500 US HIGHWAY 2 EAST, STE 6, KALISPELL, MONTANA 59901.

STATE OF MONTANA  
 COUNTY OF \_\_\_\_\_  
 CITY OF \_\_\_\_\_

BY \_\_\_\_\_  
 SURVEYOR

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF \_\_\_\_\_ MONTANA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

BY \_\_\_\_\_  
 COUNTY CLERK

NOTARIAL PUBLIC STATE OF MONTANA  
 My Commission Expires \_\_\_\_\_

NOTARIAL PUBLIC STATE OF MONTANA  
 My Commission Expires \_\_\_\_\_

NOTARIAL PUBLIC STATE OF MONTANA  
 My Commission Expires \_\_\_\_\_

NOTARIAL PUBLIC STATE OF MONTANA  
 My Commission Expires \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**




APPROVED \_\_\_\_\_  
 DATE \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D.  
 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
 CLERK AND RECORDER  
 INSTRUMENT RECORD NUMBER \_\_\_\_\_

THE CITY OF COLUMBIA FALLS, MONTANA  
 CITY CLERK'S OFFICE  
 100 WEST 4TH STREET  
 COLUMBIA FALLS, MONTANA 59912  
 TEL: (406) 339-4400 FAX: (406) 339-4401





 <p><b>First American Title</b> INSURANCE COMPANY</p> <p><b>Owner's Policy</b></p>	<p><b>Owner's Policy of Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b> POLICY NUMBER <b>5011400-1009306-FT</b></p>
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Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

#### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

**First American Title Insurance Company**



Kenneth D. DeGiorgio, President



Lisa W. Cornetti, Secretary

(This Policy is valid only when Schedules A and B are attached)

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by enforcement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**5. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of  
(i) the Amount of Insurance; or  
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and  
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY:**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title

Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**


(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.

 <p><b>Schedule A</b></p>	<p><b>Owner's Policy of Title Insurance</b></p> <p>ISSUED BY</p> <p><b>First American Title Insurance Company</b></p> <p>POLICY NUMBER</p> <p><b>5011400-1009306-FT</b></p>
--	---

**Insured Titles**

**44 4th Street West/P.O. Box 188  
Kalispell, MT 59901**

**File No.: 1009306-FT**

**Address Reference: 165 Veteran's Drive  
Columbia Falls, MT 59912**

**Amount of Insurance: \$350,000.00**

**Premium: \$1,215.00**

**Date of Policy: August 4, 2023 at 9:09 AM**

**1. Name of Insured:**

**Boys & Girls Club of Glacier Country, Inc., a Montana non-profit corporation**

**2. The estate or interest in the Land that is insured by this policy is:**

**Fee Simple**

**3. Title is vested in:**

**Boys & Girls Club of Glacier Country, Inc., a Montana non-profit corporation**


**4. The Land referred to in this policy is described as follows:**

**LOT 2 OF SAINT RICHARD'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF  
ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD  
COUNTY, MONTANA.**

**By:**

**Authorized Countersignature**

**(This Schedule A valid only when Schedule B is attached.)**

 <p><b>First American Title</b></p> <p><b>Schedule B</b></p>	<p>Owner's Policy of Title Insurance</p> <p>ISSUED BY</p> <p><b>First American Title Insurance Company</b></p> <p>POLICY NUMBER</p> <p><b>5011400-1009306-FT</b></p>
---	--

File No. 1009306-FT

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch rights, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or rights to a lien, for services, labor or materials theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.
8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Flathead to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Flathead County.
9. 2023 taxes and special assessments are an accruing lien, amounts not yet determined or payable.
10. Easement for a right of way to install, maintain and operate facilities for an electric power and/or telephone line granted to Pacific Power & Light Company, recorded September 9, 1955 in Book 374 of , Page 226.
11. Easement for a right of way to construct, maintain, operate and remove pipe lines for the transmission of gas and oil granted to The Montana Power Company, recorded May 21, 1962 in Book 447 of , Page 178, as Doc. No. 4032.



12. Resolution No. 1045 regarding the Columbia Falls City-County Master Plan, recorded April 24, 1996, as Doc. No. 96-115-10250.
13. Easement for the right to construct, reconstruct, renew, operate, maintain, inspect, alter, repair, and remove a cathodic protection system to protect a natural gas pipeline granted to The Montana Power Company, recorded October 2, 1997 Doc. No. 1997-275-15550.
14. Easement Agreement upon the terms, conditions and provisions contained therein:  
Parties: The Roman Catholic Bishop of Helena and the City of Columbia Falls  
Recorded: August 13, 2003, Doc. No. 2003-225-15030
15. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Saint Richard's Subdivision, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(C).
16. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services, recorded July 25, 2023, as Doc. No. 2023-000-11277.
17. A right of first refusal in favor of Roman Catholic Bishop of Helena, Montana, a Montana Religious Corporation Sale recorded August 4, 2023 , 202300011882.



## Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

**What Type of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business partners and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices:** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to or by calling toll-free at 1-866-718-0097.

**Right to Correct.** You have a right to request that we correct your personal information. This right is subject to certain exceptions available under CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) or by calling toll-free at 1-866-718-0097.

**Verification Process.** For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale and Share.** We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

**Notice of Disclosure.** To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

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, December 12, 2023, at 6:30 p.m. in the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, January 2, 2024, starting at 7:00 p.m. in the same location.

Request change the zoning from CR-3 (One-Family Residential) to CB-2 (General Business) in the Columbia Falls Zoning Jurisdiction:

The owner/applicant, Boys and Girls Club of Glacier Country, Inc., is requesting a zone change at 165 Veterans Drive in the Columbia Falls area from the current CR-3 (One-Family Residential) to a CB-2 (General Business) designation. The property has a Commercial designation in the Columbia Falls Growth Policy and will be the future home of the Boys and Girls Club in Columbia Falls. The property is described as Lot 2, of Saint Richards Subdivision in Section 18, Township 30 North, Range 20 West, P.M.M., Flat-head County.

Persons may testify at the hearings or submit written comments prior to the meetings. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Streets West, Columbia Falls, MT 59912. For more information call Eric Mulcahy, Columbia Falls City Planner at (406) 755-6481.

DATED this 16th day of November 2023

Susan Nicosia  
Susan Nicosia, City Manager/  
Planning & Zoning Administrator  
COLUMBIA FALLS CITY-COUNTY  
PLANNING BOARD

Nov. 26, 2023  
MNAXLP



# Planning Department

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

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

November 16, 2023

Re: Public hearing notice for a Zoning Map Amendment from CR-3 to CB-2.

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 a request by the Boys and Girls Club of Glacier Country, Inc to amend the zoning map from the current zoning of CR-3 (One Family Residential) to CB-2 (General Business). The property is designated commercial in the Columbia Falls Growth Policy and will become the site of the Columbia Falls Boys and Girls Club.

If you have questions or comments concerning this matter, please call, visit, or write to 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 6<sup>th</sup> Street West, Columbia Falls, MT 59912 no later than Thursday December 7, 2023 or by email: [staalandb@cityofcolumbiafalls.com](mailto:staalandb@cityofcolumbiafalls.com). Written or emailed comments 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 December 12, 2023.

Sincerely,

Eric H. Mulcahy, City Planner



**CITY OF COLUMBIA FALLS  
NOTICE OF PUBLIC HEARINGS**

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**Request change the zoning from CR-3 (One-Family Residential) to CB-2 (General Business) in the Columbia Falls Zoning Jurisdiction:**

The owner/applicant, Boys and Girls Club of Glacier Country, Inc., is requesting a zone change at 165 Veterans Drive in the Columbia Falls area from the current CR-3 (One-Family Residential) to a CB-2 (General Business) designation. The property has a Commercial designation in the Columbia Falls Growth Policy and will be the future home of the Boys and Girls Club in Columbia Falls. The property is described as Lot 2, of Saint Richards Subdivision in Section 18, Township 30 North, Range 20 West, P.M.M., Flathead County.

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DATED this 16<sup>th</sup> day of November 2023

*Susan Nicosia*

Susan Nicosia, City Manager/Planning & Zoning Administrator  
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake Sunday November 26, 2023

**CITY OF COLUMBIA FALLS**  
**PLANNING BOARD AND ZONING COMMISSION REGULAR MEETING MINUTES**  
**HELD DECEMBER 12, 2023**

**REGULAR MEETING – 6:30 PM.**

**Chairman Vukonich called Meeting to order at 6:30pm**

PRESENT: Vukonich, Nelson, Smith, Lundgren, Shepard, Duffy, Singer

ABSENT: Byrd-Rinck, Kavanagh

Also present: City Manager Susan Nicosia, Contract Planner Eric Mulcahy, City Attorney Justin Breck

**APPROVAL OF MINUTES:**

Approval of September 12, 2023, Regular Meeting Minutes

Shepard made motion to approve the September 12, 2023, minutes as presented, motion seconded by Nelson. Motion carried with all present voting AYE.

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

None

**PUBLIC HEARINGS AND ACTION:**

**Public Hearing - Zone Change within Columbia Falls Jurisdiction - CR-3 to CB-2:**

Chairman Vukonich read the notice of hearing and asked for the staff report presentation.

**Request to change the zoning from CR-3 (One-Family Residential) to CB-2 (General Business) in the Columbia Falls Zoning Jurisdiction:**

The owner/applicant, Boys and Girls Club of Glacier Country, Inc., is requesting a zone change at 165 Veterans Drive in the Columbia Falls area from the current CR-3 (One-Family Residential) to a CB-2 (General Business) designation. The property has a Commercial designation in the Columbia Falls Growth Policy and will be the future home of the Boys and Girls Club in Columbia Falls. The property is described as Lot 2, of Saint Richards Subdivision in Section 18, Township 30 North, Range 20 West, P.M.M., Flathead County.

Contract Planner Eric Mulcahy presented Staff Report CZC-23-02. This is the only property adjacent to the Highway that continues to have residential zoning since it used to be owned by the adjacent church and they did not need to change the zone for a church use. The property was sold to the Boys and Girls Club only recently and if the zone is changed to a business zoning, then the facility that they are planning on constructing will be a permitted use. The Growth Policy designates this area as Commercial, so the proposed zone change complies with that designation. The overall character of the highway corridor is commercial except for the railroad tracks and Western Building Center which is industrial. This zone change does not affect the impacts to the area since the area already anticipates higher intensity uses. The Boys and Girls club will create a buffer from the higher intensity uses on the highway to the north and the lower intensity of the residential use to the south. This zone change request complies with all the criteria and staff recommends approval of the requested zone change.

Duffy asked Mulcahy if this proposed Boys and Girls Club is far enough away from the Marijuana Business zoning overlay to the west? Mulcahy answered that the overlay was pushed further westward because of the existing church use and that it should be far enough away for this project.



Vukonich clarified that at this time there was not a building envelope designated this is just a zone change for the parcel. Mulcahy answered in the affirmative and further clarified that the CB-2 zone will have a rear yard setback since it is adjacent to a residential neighborhood to the south as well as the church to the east.

Chairman Vukonich asked if the applicant wished to address the Board at this time.

Keith Valentine, 427 Blaine Mountain Rd, Kalispell, Boys and Girls Club Board Member, stated that the Club was going to apply for a conditional use permit, but a zone change would be simpler for them and could help the capital campaign when it comes to that time. The Growth Policy states that it wants to promote the use of that land for the youth and this project fits perfectly with that. A preliminary site plan has been made for that lot so they have an idea of what the facility will look like.

Vukonich noted for the record that there were no written public comment letters, for or against, for this zone change.

Vukonich opened Public Hearing at 6:41pm.

Justin Lee 1615 Riparian Dr, Columbia Falls. Has been helping with this project for about 5 years and is in support of this proposal. Their goal is to create a community space that is not just for youth but also for seniors and everyone else. They are not sure how this will look yet. The community has almost been unanimously supportive of this project, but he has fielded questions about lights potentially shining in a backyard or cameras recording the neighboring property. He feels very confident that going the route of commercial rezoning is appropriate for this project. He is open-minded to any issues that will come up. They are using an architectural firm that is experienced with these types of projects.

Jeri Moon 423, Bluebell Rd, Kalispell. Is a board member and in favor of this zone change. She grew up in Helena where there was not a Boys and Girls Club, and she wishes for the opportunity for her kids to experience a Boys and Girls Club. The inclusion of a community center is very beneficial.

Jesse Plevel, 47 Cottonwood Trl, Columbia Falls. Is a board member and in favor of this zone change. She has two kids in the Boys and Girls Club in summer programming. She is looking forward to the adaptability of this space depending on fundraising.

Shirley Folkwein, 285 Star Lily Way, stated she is delighted and thrilled about the possibility of a new Boys and Girls Club facility. The current facility is inadequate and needs to be larger. She is excited that it will be open to the community too.

Alexandra Lovejoy, 1423 11<sup>th</sup> St W, Columbia Falls, stated that she wrote a letter to the Boys and Girls Club last January. She said on the Club's website there is not an updated drawing of the building. She is concerned there will be a basketball court outside, that the facility will block the mountain views and that the lights will shine in her bedroom. When she bought the house on 11<sup>th</sup> ST West, her real estate agent informed her that the lot would not be built on. She stated the project looks good and she is sure the building will look good, but she wants to make sure it does not lower her value. She requested to be the point person for her block.

Public comment was closed at 6:51pm

Motion to adopt Staff Report CZC-23-02 as Findings of fact by Nelson, Seconded by Singer.

Duffy understood that the church was using all but 5 acres and this zone change is only for 3 acres, so he was wondering what happens to the other 2 acres. Mulcahy answered that the subdivision subdivided 3 acres and the Boys and Girls Club bought that piece, the church owns the rest and is not requesting a zone change.

Vukonich was wondering about the parcel labels. Mulcahy answered that the property is described as Lot 2 of St Richards Subdivision, and the Flathead County GIS Interactive Mapping Application has not updated their parcel boundaries for this lot at this time so there is no current GIS map but the red area on Figure 1 in the Staff Report is the correct area.

A roll call vote was performed with all present voting AYE.



Motion to recommend approval of this zone change request to City Council made by Singer and seconded by Lundgren.  
A roll call vote was performed with all present voting AYE.  
The City Council will hear this request on January 2, 2024.

Vukonich had a question on Senate Bill 382. He was wondering about his reappointment because he has not heard back from the County Commissioners. Nicosia stated that she saw the Commissioners agenda on December 5<sup>th</sup> and Smith and Vukonich were approved unanimously for a two-year term, noting that the County should be sending out the reappointment paperwork soon. Mulcahy said that everything is status quo for the current Planning Board since SB 382 will be at least a 3-year process to implement. There will be a new Planning Commission seated and those members will deal primarily with the Growth Policy and the public participation in that process. All of the business that this current Board deals with will still need to be done until the new regulations are fully adopted. Nicosia further stated that the two City Appointments are on the December 18<sup>th</sup> Council Agenda for approval. There are no applications for a hearing next month so there will not be a January Planning Board meeting.

Motion to adjourn made by Duffy and seconded by Nelson, meeting adjourned at 7:00 pm.

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Public Works Clerk

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**NO PUBLIC COMMENT RECEIVED PRIOR TO PACKET PREPARATION ON  
December 29, 2023**

**City of Columbia Falls  
Public Notice  
Disposition of Surplus Property**

The Columbia Falls City Council has declared the following equipment surplus, obsolete, and no longer suitable for City purposes at a regular meeting held January 2, 2024:

2017 Ford Police Interceptor (VIN 1FM5K8AR1HGB47423)  
1983 International Spreader Truck (VIN 1HTCF2575DHA26555)  
1995 Ford LTL 9000 w/3,000 Gallon Tank (VIN 1FTYA95V6SVA22101)

The City Council also declared their intent to sell or dispose of the surplus asset in the most efficient, cost-effective manner, including public auction or sealed bids or to any political subdivision of the State of Montana.

Any taxpayer wishing to comment on this action may do so by contacting Susan Nicosia, City Manager, City Hall, 130 6<sup>th</sup> Street West, Room A, Columbia Falls, MT 59912 or by calling 406-892-4391 within 15 days of the publication of this notice, January 22, 2024.

Barb Staaland, City Clerk

Publication Date: Sunday, January 7, 2024

FIRST READING

ORDINANCE NO.828

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP FROM CR-3 ONE FAMILY RESIDENTIAL TO CB-2 GENERAL BUSINESS AT 165 VETERANS DRIVE, FURTHER DESCRIBED AS LOT 2 OF THE ST. RICHARDS SUBDIVISION IN SECTION 18, T30N, R20W, P.M.M., FLATHEAD COUNTY

WHEREAS, the Boys and Girls Club of Glacier Country, Inc. a Montana non-profit corp, owner of the real property, has requested an amendment to the Columbia Falls zoning map to change the zoning from the current CR-3 One Family Residential to CB-2 General Business at 165 Veterans Drive, further described as Lot 2 of the St. Richards Subdivision in Section 18, T30N, R20W, P.M.M., Flathead County.

WHEREAS, the Columbia Falls Planning Department, on November 30, 2023, in Staff Report CZC-23-03, recommended approval of the requested zoning amendment; and

WHEREAS, said request was considered by the Columbia Falls City-County Planning Board in a public hearing at its regularly scheduled meeting on December 12, 2023, at which the Board adopted Staff Report CZC-23-03 as Findings of Fact and recommended approval of the requested zoning map amendment; and

WHEREAS, a hearing on the Zoning Map Amendment was held by the City Council of the City of Columbia Falls, Montana, at a regular meeting on Tuesday, January 2, 2024, 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 zoning map amendment request is in the best interest of the City.

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 #CZC-23-03, dated November 30, 2023, is hereby adopted by the Council as findings of fact with respect to said zoning map amendment request.

Section Two. Change in Zoning Classification: That the requested zoning map amendment on property presently zoned CR-3 One Family Residential be changed to

CB-2 General Business at 165 Veterans Drive further described as Lot 2 of the St. Richards Subdivision in Section 18, T30N, R20W, P.M.M., Flathead County.

Section Three. The Council finds that the proposal complies with the Columbia Falls City Growth Policy.

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

Section Five. 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 Six. 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 JANUARY, 2024, THE COUNCIL VOTING AS FOLLOWS:

AYE:

NOES:

ABSENT:

\_\_\_\_\_  
City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS \_\_\_\_ DAY OF JANUARY, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY OF COLUMBIA FALLS  
CORRESPONDENCE LIST  
COUNCIL MEETING  
January 2, 2024**

12/14/23 Speed Study Request from Mayor Barnhart.

12/15/23 Letter from Habitat for Humanity

12/23/23 Trumbull Creek Times



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

Item No.7.

PHONE (406) 892-4391

FAX (406) 892-4413

December 14, 2023

Bob Vosen, District Administrator  
Montana Department of Transportation  
2100 W. Broadway  
PO Box 7039  
Missoula, MT 59807

RE: Speed Study Request – Highway 2 and North Fork Road near Columbia Falls, MT

Dear Mr. Vosen:

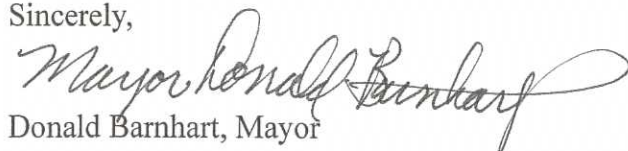
As discussed with you at the September 18, 2023, City Council meeting, the City Council, in collaboration with Flathead County, hereby request that the Montana Department of Transportation review speed limits on two sections of highway approaching the City of Columbia Falls.

The first area of concern is along Highway 2 where the highway crosses the Flathead River and enters City limits, in which the speed limit is currently set at 45 MPH. The second speed study requested is along the North Fork Road (S. 486) where the speed limit is currently reduced from 70 MPH down to 45 MPH as the North Fork Road (S. 486) approaches the city limits.

Conducting speed studies will greatly assist the city, county and MDT determine if a speed reduction is warranted in these two areas of concern. Public safety is paramount for the citizens and visitors to our city.

We appreciate your consideration and look forward to working with your department on these areas.

Sincerely,

  
Donald Barnhart, Mayor

HAPPY HOLIDAYS!  
RECEIVED

DEC 15 2023

CITY OF COLUMBIA FALLS



Dear Friend of Habitat Flathead Valley -

If your year has been at all like mine, it has passed by in a blink. The days passed like hours and the hours passed like minutes. This seemingly more rapid tempo leaves me uneasy. I often wonder if I am working fast enough. Keeping pace with the need for decent, affordable housing for our hardworking neighbors in the Flathead Valley is also at the front of my mind and I wonder how Habitat Flathead can build more housing, faster.

The only way I know to address the pressure of these questions is to take stock of what Habitat Flathead has accomplished this year and what achievements we can measure next year. As far as 2023 goes, I think it has been a noteworthy year for Habitat Flathead. As I write this, my colleagues are at the building site setting up for tomorrow's dedication ceremony for three homes that families will move into before the end of the month. The phrase "Home for the Holidays" will have a special meaning this year for these three families who have worked so hard to build their own houses over the past fourteen months.

Just before Thanksgiving, Habitat Flathead broke ground on two additional houses next to the three nearly completed ones. The two foundations were poured despite the wet, chilly November weather and our team will begin to raise the walls up next week. It is my prayer that the two families we have already selected will also be ensconced in their new homes by the winter holidays in 2024. That would be one achievement to measure. Yet, I feel that our team at Habitat Flathead can do so much more in 2024.

This past couple of months, my colleagues and I have come up with a few different ways to construct more homes, more quickly, at affordable costs. The key component in doing so lies in building our own team and at Habitat for Humanity, that means expanding our volunteer base. Habitat's volunteers are the real core of our operations. The volunteers are the "super-power" that keep our houses affordable and make it possible for future homeowners, including legions of single moms, to learn how to build their own houses. This coming year, we want to welcome and engage more volunteers.

In January 2024, we will onboard two Americorps volunteers to work on our homes for the first time. The Americorps construction volunteers will remain with us for most of 2024. Many of you are familiar with Habitat Care-A-Vanners. They are volunteers with significant construction experience who travel around the country to Habitat for Humanity building sites.



The rising costs of local campsites has deterred some of our Care-A-Vanners from longer stays in the Flathead Valley so we will install RV hook-ups in our ReStore parking lot in order to host Habitat for Humanity Care-A-Vanner volunteers for as long as they would like to stay with us. The two new Americorps volunteers and an increased presence of our beloved Care-A-Vanners will really boost our productivity.

Yet, it is our dedicated team of local volunteers who work week after week, twelve months a year, who ultimately get the Habitat Flathead homes built. These past months, we have asked some of our longstanding, local volunteers to become certified as building site supervisors through Habitat International. Doing so allows us to build simultaneously on multiple, dispersed sites across the Flathead Valley. In the new year, we will try to recruit more local volunteers to join our core team.

We will need all the help we can get in 2024. We are exploring new collaborations with partner agencies in the Flathead that will give us access to more building sites. We will also pilot a new home repair program, "Roofs & Ramps" to help people safely stay in their homes in the Flathead.

As I take stock of this year that will soon close and prepare to launch into 2024 with a vigor, I would like to ask you to invest in Habitat Flathead's increased capacity in 2024. As always, I am deeply appreciative of donations with which to buy construction materials and land. I would also be very grateful for offers of discounted land that we could build on.

I would also like you to consider personally being a part of our increased capacity in 2024. Please consider volunteering on our building sites or in our ReStore. Could you bring a team of colleagues or another group to work on our building sites? Would you consider making lunches or snacks for our volunteers? I would be so very grateful for any way that you could pitch in and be a part of our super-power in 2024.

**No matter what you decide, please extend a heartfelt thanks this holiday season to anyone you know who volunteers for Habitat for Humanity. Who knows, maybe it is our moments of generosity and gratitude that will reset the pace of these days.**

With thanks and warmest wishes for the holidays,



MaryBeth Morand  
Executive Director

