

RESOLUTION NO. R24-18

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE ADDITIONAL EXTENSION OF APPROVAL OF APPLICATION FOR SPECIAL REVIEW FOR J. JOHNSON PROPERTIES PURSUANT TO RESOLUTION NOS. R22-07, R23-05, AND R23-75.

WHEREAS, the City of Laurel (hereinafter “the City”) previously approved the Application for Special Review (hereinafter “the Application”) for J. Johnson Properties (hereinafter “the Applicant”), pursuant to Resolution No. R22-07, on February 8, 2022;

WHEREAS, the City thereafter approved an extension of approval of the Application, pursuant to Resolution No. R23-05, on January 24, 2023;

WHEREAS, the City thereafter approved an extension of approval of the Application, pursuant to Resolution No. R23-75, on September 12, 2023;

WHEREAS, the approval of the Application was subject to conditions that have not yet been completed by the Applicant;

WHEREAS, the conditions included that “[c]onstruction of any improvements to the site and building must be completed within twelve (12) months of special review approval”;

WHEREAS, the conditions also specified that the Applicant could request an extension, if necessary;

WHEREAS, the Applicant needs additional time to complete the conditions, and the Applicant has requested an additional six (6) month extension from the City; and

WHEREAS, the City is agreeable to the Applicant’s request, by way of formally extending the provisions of Resolution Nos. R22-07 and R23-05 and R23-75 for an additional six (6) months from the date of this Resolution.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Laurel, Montana that the terms and conditions of Resolution Nos. R22-07 and R23-05 and R23-75 are hereby extended by six (6) months from the date of this Resolution to allow the Applicant time to meet the conditions for approval of the Application for Special Review.


Introduced at a regular meeting of the City Council on the 26th day of March 2024 by Council Member Mize.

PASSED and APPROVED by the City Council of the City of Laurel, Montana on the 26th day of March 2024.

APPROVED by the Mayor on the 26th day of March 2024.



CITY OF LAUREL



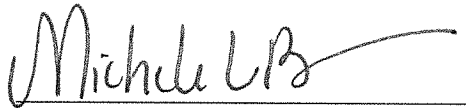
Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney



JOHNSON RESTAURANT GROUP, INC

229 East 2nd St. Suite 200 (82601) | PO Box 50630 | Casper, WY 82605

PHONE 307.265.3029 | FAX 307.473.2909

March 7, 2024

City Council
115 W. 1st Street
Laurel, MT 59044

Re: Resolution No. R22-07
Request for Extension

Dear City Council.

We are requesting a 60 Day extension to Resolution No. R22-07 per Condition 3 to complete the remodel of 305 South 1st Avenue.

We are almost complete and anticipate opening in mid-April 2024.

We respectfully request this sixty day extension. Please contact us if you need more information or have further questions.

Sincerely,

John Johnson
J Johnson Properties





Alcoholic Beverage/Gambling Operator Short Form



Checklists and Instructions

Transfer of Location for On Premise (ONP) / Gambling Operator (GOA) / Wholesaler & Distributor (WSL) / Brewery (DBR) / Winery (DWR) / Distillery (DSM) The documents listed below verify the licensee has possessory interest in the building where the business is operated. The need for these documents will depend on whether you own or lease the new location.

- \$200 Processing Fee** *The fee applies to alcoholic beverage licenses only. These transactions require Department of Revenue to publish a notice in the local newspaper.*
- Copies of mortgage loan documents (if a purchase) OR new lease agreement.
- Certified Survey Affidavit (On-Premises (ONP) licenses only).
- Floor plan (including business name, alcoholic beverage license number, physical address, outer dimensions, seating, service bar, alcoholic beverage storage, etc.). Please do not send the original blue prints, only a copy of the floor plan (8 1/2 x 11, one page).
- ~~Updated TTB Notice/Permit (WSL/DBR/DWR/DSM)~~ Not Applicable

Note: The Gambling Control or Alcoholic Beverage Control Division may require the applicant to send additional documents or information. This application and the documents and information provided will be reviewed under an amended license process and final approval will correspond with those procedures. If you have any questions, contact the Gambling Control Division at (406) 444-1971.

Mail application, required documents listed above, and fees to:

Gambling Control Division
PO Box 201424
Helena, MT 59620

***If Wholesaler & Distributor (WSL), Brewery (DBR), Distillery (DSM) mail application, required documents listed above, and fees to**

Montana Department of Revenue
PO Box 1712
Helena, MT 59624-1712

REAL ESTATE LEASE

This Lease Agreement (this "Lease") effective as of April 1, 2022, between J Johnson Properties, LLC ("Landlord") and Tavern Partners, Inc. dba Lucky Louie's Tavern & Casino (Tenant") agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant beginning April 1, 2022 all of the property (the "Premises") located at 305 S. 1st Ave., Laurel, Montana 59044.

FURNISHINGS. The lease of the Premises includes the furnishings listed on the attached exhibit. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

TERM. The lease term will begin on April 1, 2022, and will terminate on March 31, 2023. The lease shall automatically renew annually for a period of one year unless cancelled by either party by giving notice (60) days prior to the expiration of the lease. The terms and conditions of the renewal shall be the same as the original lease and any written modifications.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$4,000.00 per month, payable in advance on the 1st day of each month. Lease payments shall be made to the Landlord at Landlord's designated address.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$35.00 for each check that is returned to Landlord for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing or automatically renewed.

USE OF PREMISES. Tenant may use the Premises only for the purposes of a Bar and Casino. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

- a. Landlord hereby consents to the Tenant obtaining a liquor license and serving alcoholic beverages in the leased Premises.
- b. Landlord hereby consents to the Tenant obtaining a gambling license and operating a gambling casino in the leased Premises.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the permission of Landlord to do the construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such

fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction or remodeling shall be undertaken and such fixtures may be erected only with the prior consent of the Landlord, which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of the Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary service, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount equal to 100% of the full replacement value. Landlord shall be named as insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance Policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

LIABILITY INSURANCE. Tenant shall maintain liability insurance in a total aggregate sum of at least \$500,000.00. Tenant shall deliver appropriate evidence to landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use or misuse of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes. Tenant shall pay all property taxes and assessments for the Premises.

Personal Property Taxes. Tenant shall pay all personal property taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

NOTICE. Notices under this lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD: J Johnson Properties, LLC
PO Box 50630
Casper, Wyoming 82605

TENANT: Tavern Partners, Inc.
dba Lucky Louie's Tavern & Casino
P.O. Box 50630
Casper, Wyoming 82605

Such addresses may be changed from time to time by either party by providing notice in writing.

ENTIRE AGREEMENT / AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would be valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

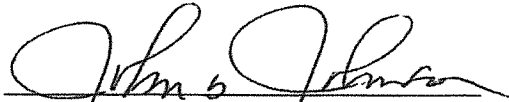
WAIVER. The failure of either party to enforce any provisions of the Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Wyoming.


ADDITIONAL PROVISIONS. Any and all interior repairs will be the sole responsibility of the Tenant.

LANDLORD:



J Johnson Properties, LLC

TENANT:



Tavern Partners, Inc
dba Lucky Louie's Tavern & Casino



Certified Survey Affidavit

Street Address of Proposed Premises 305 S. 1st Street
City Laurel County Yellowstone

In the case of a location outside the corporate boundary, include the following:

I, _____, am a County Surveyor City Surveyor Private Licensed Land Surveyor and have the knowledge and the authority to attest that the distance was measured by radial survey method from the nearest corporate city boundary to the nearest entrance of the proposed premises known as _____ (Business Name). Plat(s)/map(s) verifying the location that indicate the points between which the measurement was made and the distance can be provided upon request.

In the case of a location inside the corporate boundary, include the following:

I, Douglas W. Pezoldt, am a County Surveyor City Surveyor Private Licensed Land Surveyor and have the knowledge and the authority to attest to the location of the premises known as J Johnson Properties, LLC (Business Name) was determined by examination of corporate plats or other official records.

Location of Premises (check one)

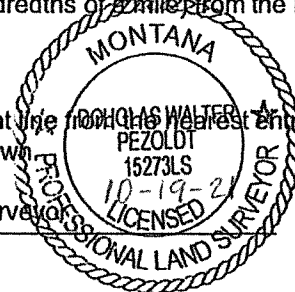
- Within the incorporated boundaries of Laurel, Montana (Name of City)
- Less than five miles from the nearest corporate boundary of _____ (Name of City)
- More than five miles from any incorporated city within _____ (Name of County)

If the premises is outside an incorporated city, please provide the exact distance (in hundredths of a mile) from the nearest corporate boundary to the nearest entrance of the premises. .

By signing this form, I recognize state law requires the distance be measured in a straight line from the nearest entrance of the premises proposed for licensing to the nearest corporate boundary of the city or town.

Douglas W. Pezoldt
Signature

Professional Land Surveyor
Title



Surveyor License or Registration Number 15273LS

Subscribed and sworn to before me this _____ day of _____ 20_____.

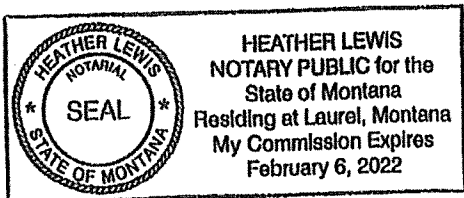
On this 19 day of October 2021.

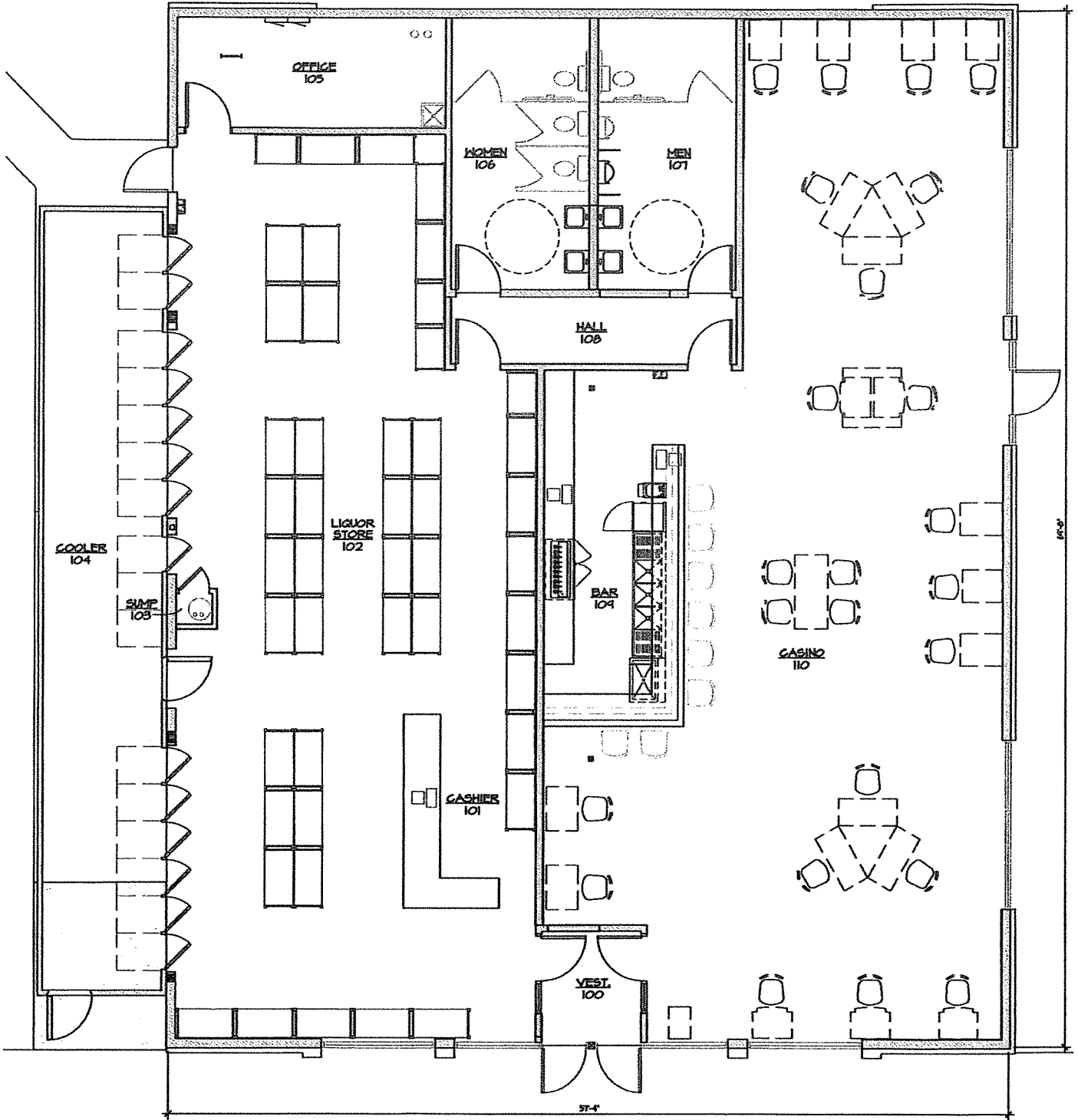
Personally appeared Douglas W. Pezoldt
before me a Notary Public for the State of Montana

Heather Lewis Notary Signature
Heather Lewis Print Name of Notary

My Commission Expires Feb 6, 2022 Month, Day and Fourth digit of Year

Notary Seal





1
 AS1
 REMODEL FLOOR PLAN
 Scale: 1/8" = 1'-0"