



City of Libby Libby Montana

www.cityoflibby.com

PO Box 1428
952 E. Spruce Street
Libby MT, 59923
(406) 293-2731
Fax (406) 293-4090

REGULAR COUNCIL MEETING #1663 MONDAY, OCTOBER 21, 2024 @ 7:00 PM COUNCIL CHAMBERS – CITY HALL

CALL TO ORDER:

- Pledge of Allegiance
- Prayer by Mark Smith
- Roll Call
- Welcome/Announcements
- Approve minutes for Special Council meeting held September 16, 2024, regular Council meetings #1661 held September 16, 2024 and regular Council meeting #1662.

COMMITTEE REPORTS:

- City Administrators Report
- Fire
- Police
- Ordinances
- Lights/Streets/Sidewalks
- Building
- Water/Sewer
- Zoning Commission
- Cemetery/Parks
- Finance
- Wildlife
- City-County Board of Health
- Park District Manager of Projects

PUBLIC COMMENT ON NON-AGENDA ITEMS: This is an opportunity for the public to offer comments related to issues that are not currently on the agenda that the council has jurisdiction over. Public comment is limited to 3 minutes.

OLD BUSINESS: Each previous agenda item will be introduced by the mayor with a description of the item and explanation for the recommended action to be taken. Following council discussion on each item there will be an opportunity for public comment. Public comment is limited to 3 minutes concerning the agenda item being discussed only.

PUBLIC HEARING - Annexation request:

- Introduction.
- Council discussion/questions.
- Public comment.
- Close Public Hearing.

NEW BUSINESS: The mayor will introduce each new agenda item with a description of the item and an explanation for the recommended action to be taken. Following council discussion on each item, there will be an opportunity for public comment. Public comment is limited to 3 minutes concerning the agenda item being discussed only.

1. Approve Resolution #2042 intent to annex.
2. Analysis of Brownsfields Cleanup Alternatives (ABCA) document for the Historic Hotel Libby. Colleen Owen, Brownsfield Coordinator, Montana Department of Environmental Quality (information).
3. Approve \$25,559.00 LOR Grant Purchase to purchase a storage shed and equipment for use at the Libby Gun Range to both expand law enforcement training opportunities and begin firearm safety programming for the community.
4. Approve Lease Contract – Department of Justice/Highway Patrol.
5. Zoning districts: Residential A, A2, B, and Residential Business (Discussion).
6. First quarter budget/financial report.
7. Approve all claims received to date.

UNFINISHED BUSINESS: Each item will be introduced by the mayor (or assigned liaison) with a description of the item. Following council discussion on each item, there will be an opportunity for public comment. No action will be taken. Public comment is limited to 3 minutes concerning each item.

Discussion to amend Libby Development Fund Policy and application process.

GENERAL COMMENTS FROM COUNCIL: Public comment will not be taken during this portion of the meeting

ADJOURNMENT:

The manner of Addressing Council:

- Each person, not a Council member, shall address the Council at the time designated in the agenda or as directed by the Council, by stepping to the podium or microphone, giving that person's name and address in an audible tone of voice for the record, unless further time is granted by the Council, shall limit the address to the Council to three minutes.
- All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff with no personal remarks allowed.
- No person, other than the Council and the person having the floor, shall be permitted to enter any discussion either directly or through a member of the Council, without the permission of the Presiding Officer.
- Any person making personal, impertinent, or slanderous remarks or who shall become boisterous or disruptive during the council meeting shall be forthwith barred from further presentation to the council by the presiding officer unless permission to continue is granted by a majority vote of the council.

ATTENTION:

To access this meeting electronically with **ZOOM**,
Dial: 253-215-8782
Meeting ID: **4042719951**
Password: **151041**
Posted: 10/17/24



City of Libby
Libby Montana
www.cityoflibby.com

PO Box 1428
952 E. Spruce Street
Libby MT, 59923
(406) 293-2731
Fax (406) 293-4090

NOTICE OF PUBLIC HEARING

**21 OCTOBER 2024, DURING THE 7:00PM MEETING
COUNCIL CHAMBERS – CITY HALL**

NEW BUSINESS: Each new agenda item will be introduced by the Mayor (or assigned liaison) with a description of the item and explanation for the recommended action. Following council discussion on each item will be an opportunity for public comment prior to any action taken. **Public comment is limited to 3 minutes concerning the agenda item being discussed only.**

The Libby City Council, during the regularly scheduled meeting, will hold a Public Hearing to receive comments concerning property owner requested annexation and zoning of property located on Michigan Ave. beside City Hall.

- Introduction
- Council Comments
- Public Comments
- Adjournment

Notes:

The manner of Addressing Council:

- Each person, not a Council member shall address the Council, at the time designated in the agenda or as directed by the Council, by stepping to the podium or microphone, giving that person's name and address in an audible tone of voice for the record, unless further time is granted by the Council, **shall limit the address to the Council to three minutes.**
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ATTENTION:

To access this meeting electronically with ZOOM,
Dial: 253-215-8782
Meeting ID: 4042719951
Password: 151041

Posted: 10/3/24

The Western News

PUBLIC NOTICES

Notice of Public Hearing

The City of Libby will hold a Public Hearing on Monday, October 21st, 2024, in the Council Chambers of City Hall during the 7:00pm Council Meeting. The City Council will consider property owner request annexation and zoning for 1.38 acres located off Michigan Ave. across from the City Hall. All interested persons will be given the opportunity to make comments regarding this annexation. Comments may be given orally at the hearing or submitted in writing before 5:00pm MDT October 18th, 2024, to the City Administrator of the City of Libby.

For information contact the City Administrator at 293-2731, city.admin@cityoflibby.com, or stop by City Hall at 952 E. Spruce St.

PUBLISHED IN The Western
News October 4 & 15, 2024.
MNAXLP



CITY OF LIBBY

952 E. SPRUCE | POST OFFICE BOX 1428, LIBBY MT, 59923

PHONE 406-293-2731 | FAX 406-293-4090 | WEBSITE: www.cityoflibby.com

PETITION FOR ANNEXATION AND INITIAL ZONING	
Project Name	803 Michigan Avenue
Property Address	803 Michigan Avenue
NAME OF APPLICANT	Eric Clark
Applicant Phone	
Applicant Address	Libby, MT 59923
Applicant Email Address	
<i>If not current owner, please attach a letter from the current owner authorizing the applicant to proceed with the application.</i>	
OWNER OF RECORD	Eric + Sara Clark
Owner Phone	
Owner Address	Libby, MT 59923
Owner Email Address	
CONSULTANT (ARCHITECT/ENGINEER)	
Phone	
Address	
City, State, Zip	
Email Address	
Address	
City, State, Zip	
Email Address	
List ALL owners (any individual or other entity with an ownership interest in the property):	
Eric Clark + Sara Clark	
Legal Description (please provide a full legal description for the property and attach a copy of the most recent deed):	
EAST LIBBY AMENDED, SECTION 3, TOWNSHIP 30 NORTH, RANGE 31 WEST, BLOCK 6, LOT 7A, ACRES 1.38, CS 4917 AB	
(DEED ATTACHED)	
Please initial here indicating that you have verified the description with the Lincoln County Clerk and Recorder and that the description provided is in a form acceptable to record at their office.	

1. Land In project (acres) 1.38 acres
 2. Current estimated market value \$298,400
 Estimated market value of proposed development at 50% build out \$ Estimated 250,000
 market value of proposed development at 100% build out \$ 500,000

3. Is there a Rural Fire Dept RSID or Bond on this property? Yes _____ No X
 If yes, remaining balance is: \$ _____

4. Present zoning of property None
 5. Proposed zoning of property Business/Residential

6. State the changed or changing conditions that make the annexation necessary:
Need for water & sewer utilities.

HOW WILL THE PROPOSED ZONING DISTRICT ACCOMPLISH THE INTENT AND PURPOSE OF (attach separate sheet w/ answers):

- a. Promoting the Growth Policy
- b. Lessening congestion in the streets and providing safe access
- c. Promoting safety from fire, panic and other dangers
- d. Promoting the public interest, health, comfort, convenience, safety and general welfare
- e. Preventing the overcrowding of land
- f. Avoiding undue concentration of population
- g. Facilitating the adequate provision of transportation water, sewage, schools, parks and other public facilities
- h. Giving reasonable consideration to the character of the district
- i. Giving consideration to the peculiar suitability of the property for particular uses
- j. Protecting and conserving the value of buildings
- k. Encouraging the most appropriate use of land by assuring orderly growth

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

[Signature]
 Applicant Signature

6-10-2024
 Date

- a. Pickleball and the other sports that are anticipated to be held at this location are a growing desire amongst many different demographics of residents within Libby (and nationwide).
- b. The property has ample designated parking areas and four entrances/exits to the building. Additional parking space can be created if needed.
- c. The state inspector, Nathan Brush, has reviewed and visited the project on multiple occasions. A site map was drafted and provided to Nathan. This insured appropriate building materials were used for siding relative to distances from other properties and/or structures. A state commercial permit for the structure has already been issued, permit #2024-BLDG-000137, and a copy is attached to this report.
- d. As stated in item "a", this building and business is almost directly focused on a growing sport and increasing physical activity (especially during the winter months) for our local community.
- e. Plans for the lot include perimeter space, ample vehicle access to current and future structures, and leaving ground space for decorative landscaping.
- f. Aside from the potential of venues or events, normal/regular usage is not likely to exceed 30 to 50 people, as that is already beyond the quantity of sport usage for individual courts or activities.
- g. The easement access road to the building is amply sized to accommodate larger quantities of traffic. Connection to city and water utilities is anticipated, and currently the development of those utilities/access points will not affect current adjacent traffic.
- h. This is the ideal location for a sports facility as it is closely located to the local community tennis courts (managed by USERVE Libby inc.), a public grass area, a public parking area, some short walking trails, and the public city hall building.
- i. This property is one of the only parcel's that is in walking distance to most Libby city residents, and is large enough to accommodate an indoor sports facility.
- j. This building/property (and any future development) is constructed in a format and color scheme that is designed to blend with the surrounding combination of residential, commercial, and forested backdrop. All development (including landscaping) will be made in an effort to keep with a more subtle and complementary styling, and will be of long lasting and low maintenance materials.
- k. This particular property use and business structure should ebb and flow with the desires of the community within the sports/athletics realm. The structure(s) have the ability to change or modify with consumer demand and usage (whether quantitative or type) and can be managed with regulating time and type via a combination of open usage and reservations.

Return to:
Samuel Sikes
City Administrator
PO Box 1428
Libby, MT. 59923

311682 BOOK: PF PERM/FILES PAGE: 15223 Pages: 6
STATE OF MONTANA LINCOLN COUNTY
RECORDED: 08/07/2024 10:55 KOI: ANNEXATION
CORRINA BROWN CLERK AND RECORDER
FEE: \$48.00 BY: Corrina Brown
FOR: CITY OF LIBBY SAM SIKES, PO BOX 1428, LIBBY MT 59923

PETITION TO ANNEX

The undersigned hereinafter referred to as Petitioner respectfully petitions the City Council of the City of Libby for annexation of real property described below into the City of Libby.

The Petitioner requesting City of Libby annexation of the property described herein and further described in Exhibit A hereby mutually agree with the City of Libby that immediately upon annexation of the land all City of Libby municipal services will be available to the property described herein on substantially the same basis and in the same manner as such services are provided or made available to other properties within the rest of the municipality. Petitioner hereby states that there is no need to prepare a Municipal Annexation Service Plan for this annexation pursuant to Section 7-2-4610, MCA, since the parties are in agreement as to the provision of municipal services to the property requested to be annexed.

In the event the property is not immediately annexed, the Petitioner further agrees that this covenant shall run to, with and be binding upon the title of said property, and shall be binding upon heirs, assigns, successors in interest, purchasers and any and all subsequent holders or owners of the described property.

The City of Libby hereby agrees to allow Petitioner to connect and receive all available utilities from the City of Libby, excluding solid waste services. MCA 7-204736 prohibits the city from providing solid waste services to this property for a minimum of five years from the date of annexation.

A valid legal description, recordable by the Lincoln County Clerk and Recorder must be attached as Exhibit A.

Sam J. Clark 6-6-24
Petitioner/Owner Date

Sam M. Clark 6-6-24
Petitioner/Owner Date

STATE OF MONTANA

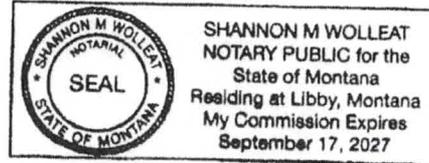
County of Lincoln : ss

On this the 6 day of June, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ERIC CLARK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

[Signature]

Signature, Notary Public, State of _____
Printed Name: _____
Residing at: _____
My Commission expires: _____



STATE OF MONTANA

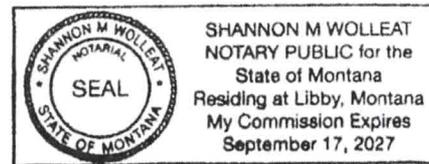
County of Lincoln : ss

On this the 6 day of June, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Sara M. Clark, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

[Signature]

Signature, Notary Public, State of _____
Printed Name: _____
Residing at: _____
My Commission expires: _____



Return To:
First American Title
120 West 6th St.
Libby, MT 59923

303888 BOOK: 399 RECORDS PAGE: 806 Pages: 2
STATE OF MONTANA LINCOLN COUNTY
RECORDED: 12/07/2022 10:06 KOI: DEED
ROBIN A. BENSON CLERK AND RECORDER
FEE: \$16.00 BY: *Michelle Boyd Deputy*
FOR: FLYING S TITLE & EBCROW 120 W 6TH STREET STE 5, LIBBY, MT

**WARRANTY DEED
(JOINT TENANCY)**

1069373

FOR VALUE RECEIVED, LINCOLN COUNTY PORT AUTHORITY, the grantors, do hereby grant, bargain, sell and convey unto *See Plat 4917RB* ERIC CLARK and SARA CLARK of Libby, MT 59923, the grantees, as joint tenants (and not tenants in common) and to the survivor of said named joint tenants, and to the heirs and assigns of such survivor, the following described premises, in Lincoln County, Montana, to wit:

Lot 18A Libby Health Center Tracts according to the map or plat thereof on file in the office of the Clerk and Recorder, Lincoln County, Montana. Plat No. 5240

And

An irregular tract of land lying east from the City of Libby, Montana, Lincoln County, in the SW1/4SE1/4 of Sections 3, Township 30 North, Range 31 West, P.M.M., and more particularly described as Lot 7A of C.S. No. *4917RB*

Subject to the following restriction; The Grantee agrees not to resell the above stated property for five years after the date of recording of this deed.

Further subject to;

That certain Declaration of Environmental Covenant/Institutional Control on Real Property recorded July 5, 2022 as Document No. 301570 records of Lincoln County. Which entitle DEQ to remedy of specific performance against the owner of the property for violations of the Institutional Control and requires the following notice to be included in this , and all future conveyances:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN INSTITUTIONAL CONTROL. Because of potential or known LA asbestos, development of residential activities on this property without the prior written approval of DEQ is not permitted. The full restrictions must be reviewed within the original Institutional Control, which is dated July 5, 2022 and recorded July 5, 2022, as document number 301570 in the records of Lincoln County, Montana.

SUBJECT TO covenants, conditions, restrictions, provisions, easements and encumbrances apparent or of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, as joint tenants with right of survivorship (and not tenants in common) and to their heirs and assigns of the survivor of said named joint tenants forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that it is free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this *22* day of November, 2022.

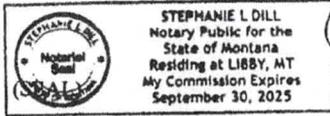

Jerry Bennett, Chairman

Return To:
First American Title
120 West 6th St.
Libby, MT 59923

STATE OF MONTANA)
)ss.
County of Lincoln)

On this 22nd day of November, 2022, before me, a Notary Public in and for said State, personally appeared Jerry Bennett, Chairman known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Stephanie L. Dill
Printed Name: STEPHANIE L. DILL
Notary Public for State of Montana
Residing at Libby
My commission expires: 9-30-2025

CERTIFICATE OF SURVEY

"BOUNDARY LINE ADJUSTMENT"
 LOTS 6 and 7, BLOCK 6, AMENDED EAST LIBBY, PLAT No. 16

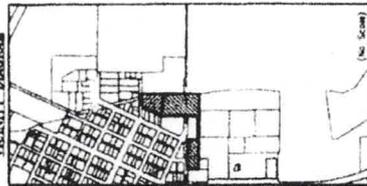
SW1/4 SE 1/4, SECTION 3, NW1/4 NE 1/4, SECTION 10, T. 30N., R. 31W., P.M. 1M
 LOT 42A, PLAT No. 6375
 LINCOLN COUNTY, MONTANA
 FOR LINCOLN COUNTY PORT AUTHORITY & CITY OF LIBBY DATE, SEPTEMBER, 2022

LEGAL DESCRIPTION: LOT 6A
 LOT 6A, 1.40 ACRES, MORE OR LESS, BEING THE NORTHWEST CORNER OF SECTION 10, T. 30N., R. 31W., P.M. 1M, SW1/4 SE 1/4, SECTION 3, NW1/4 NE 1/4, SECTION 10, T. 30N., R. 31W., P.M. 1M, LINCOLN COUNTY, MONTANA.

LEGAL DESCRIPTION: LOT 7A
 LOT 7A, 1.38 ACRES, MORE OR LESS, BEING THE SOUTHWEST CORNER OF SECTION 10, T. 30N., R. 31W., P.M. 1M, SW1/4 SE 1/4, SECTION 3, NW1/4 NE 1/4, SECTION 10, T. 30N., R. 31W., P.M. 1M, LINCOLN COUNTY, MONTANA.



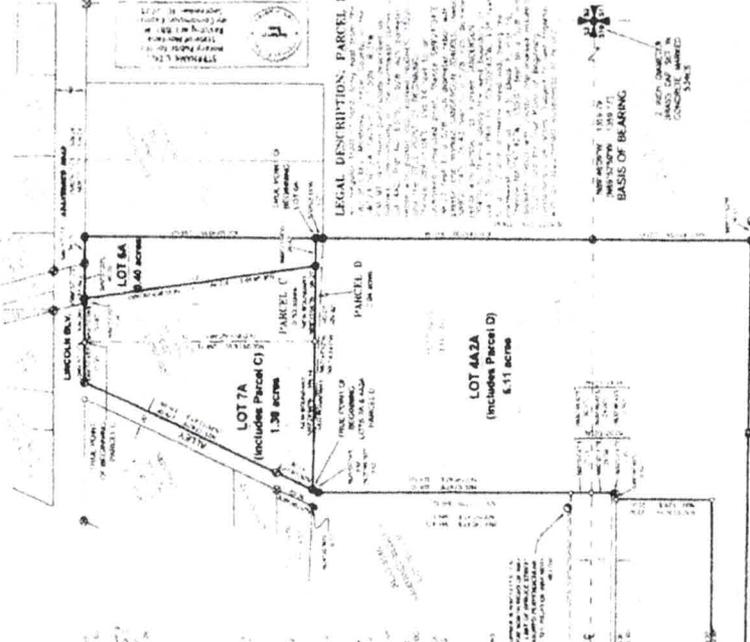
VICINITY DIAGRAM (Not Scale)



LEGAL DESCRIPTION: LOT 6A
 LOT 6A, 1.40 ACRES, MORE OR LESS, BEING THE NORTHWEST CORNER OF SECTION 10, T. 30N., R. 31W., P.M. 1M, SW1/4 SE 1/4, SECTION 3, NW1/4 NE 1/4, SECTION 10, T. 30N., R. 31W., P.M. 1M, LINCOLN COUNTY, MONTANA.

LEGAL DESCRIPTION: LOT 7A
 LOT 7A, 1.38 ACRES, MORE OR LESS, BEING THE SOUTHWEST CORNER OF SECTION 10, T. 30N., R. 31W., P.M. 1M, SW1/4 SE 1/4, SECTION 3, NW1/4 NE 1/4, SECTION 10, T. 30N., R. 31W., P.M. 1M, LINCOLN COUNTY, MONTANA.

LEGAL DESCRIPTION: PARCEL D
 PARCEL D, 5.11 ACRES, MORE OR LESS, BEING THE SOUTHWEST CORNER OF SECTION 10, T. 30N., R. 31W., P.M. 1M, SW1/4 SE 1/4, SECTION 3, NW1/4 NE 1/4, SECTION 10, T. 30N., R. 31W., P.M. 1M, LINCOLN COUNTY, MONTANA.



LEGEND SYMBOLS AND NOTES

- LEGEND SYMBOLS**
- PROPERTY BOUNDARY
 - 3/4" BOUNDARY
 - ALIQUOT BOUNDARIES
 - SECTION LINE/CONTIGUOUS
 - BOUNDARY OF ROAD LINES
 - CORNER MARKER RECORD
 - CORNER NO. 5240, RECORD 1
 - CORNER NO. 4170, RECORD 1
 - PLAT NO. 6375, RECORD 1
 - PLAT NO. 7231, RECORD 1
 - PLAT NO. 7041, RECORD 1
- MONUMENT SYMBOLS AND NOTES**
- SECTION CORNER MARKER AS NOTED
 - 3/4" BOUNDARY
 - 1.75" NOT-DIAMETER REBAR WITH PLASTIC CAP
 - 1.75" NOT-DIAMETER STAINLESS STEEL WIRE
 - 1" DIA. SET IN CONCRETE
 - 1.75" NOT-DIAMETER REBAR WITH PLASTIC CAP
 - MARKED NUGEL 127555
 - 1.75" NOT-DIAMETER REBAR WITH PLASTIC CAP
 - MARKED STAKE
 - SET 1.75" NOT-DIAMETER REBAR WITH PLASTIC CAP
 - MARKED STAKE/STATION (CORNER)
 - UNMARKED CORNER POINT

LEGAL DESCRIPTION: PARCEL C
 PARCEL C, 5.11 ACRES, MORE OR LESS, BEING THE SOUTHWEST CORNER OF SECTION 10, T. 30N., R. 31W., P.M. 1M, SW1/4 SE 1/4, SECTION 3, NW1/4 NE 1/4, SECTION 10, T. 30N., R. 31W., P.M. 1M, LINCOLN COUNTY, MONTANA.



KSI
 LAND SURVEYING AND ENGINEERING, DEPT. 2000
 1000 WEST 10TH AVENUE, SPOKANE, IDAHO 83402

PURPOSE OF SURVEY AND OWNER'S EXEMPTION
 CERTIFICATE OF SURVEY FOR THE PURPOSE OF THE EXEMPTION FROM THE REQUIREMENTS OF THE MONTANA SURVEYING ACT, CHAPTER 20, MCA, AS APPLIED TO THE SURVEY OF THE BOUNDARY LINE ADJUSTMENT OF LOTS 6 AND 7, BLOCK 6, AMENDED EAST LIBBY, PLAT No. 16, SW1/4 SE 1/4, SECTION 3, NW1/4 NE 1/4, SECTION 10, T. 30N., R. 31W., P.M. 1M, LINCOLN COUNTY, MONTANA, FOR LINCOLN COUNTY PORT AUTHORITY & CITY OF LIBBY, DATE, SEPTEMBER, 2022.

Gregory Bennett 11/23/22
Seamus Williams 11/20/22

ACKNOWLEDGMENT
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the Certificate of Survey, as the same appears from the records of the County Clerk of Lincoln County, Montana, and that the same is a true and correct copy of the original of the Certificate of Survey, as the same appears from the records of the County Clerk of Lincoln County, Montana.

ACKNOWLEDGMENT
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the Certificate of Survey, as the same appears from the records of the County Clerk of Lincoln County, Montana, and that the same is a true and correct copy of the original of the Certificate of Survey, as the same appears from the records of the County Clerk of Lincoln County, Montana.

REFERENCES SURVEYS & DOCUMENTS
 1. PLAT No. 16, BLOCK 6, AMENDED EAST LIBBY, PLAT No. 16, SW1/4 SE 1/4, SECTION 3, NW1/4 NE 1/4, SECTION 10, T. 30N., R. 31W., P.M. 1M, LINCOLN COUNTY, MONTANA, DATED SEPTEMBER 2022.

METHOD OF SURVEY
 THE SURVEY WAS CONDUCTED BY THE METHOD OF TRIANGULATION AND THE DISTANCES WERE MEASURED BY THE METHOD OF ELECTRONIC DISTANCE MEASUREMENT (EDM).

BOUNDARY ADJUSTMENT NOTE
 THE SURVEY WAS ADJUSTED BY THE METHOD OF LEAST SQUARES AND THE ADJUSTED BEARINGS AND DISTANCES ARE SHOWN ON THE PLAT.

LAND SURVEYOR'S CERTIFICATION
 I, the undersigned, being duly sworn, depose and say that I am a duly licensed Land Surveyor in the State of Montana, and that I have personally supervised the execution of the foregoing survey, and that the same is a true and correct copy of the original of the Certificate of Survey, as the same appears from the records of the County Clerk of Lincoln County, Montana.

EXAMINER AND SURVEYOR'S CERTIFICATION
 I, the undersigned, being duly sworn, depose and say that I am a duly licensed Land Surveyor in the State of Montana, and that I have personally examined the original of the Certificate of Survey, and that the same is a true and correct copy of the original of the Certificate of Survey, as the same appears from the records of the County Clerk of Lincoln County, Montana.

COUNTY TREASURER'S CERTIFICATION
 I, the undersigned, being duly sworn, depose and say that I am the County Treasurer of Lincoln County, Montana, and that I have received the fee for the recording of the foregoing Certificate of Survey, and that the same is a true and correct copy of the original of the Certificate of Survey, as the same appears from the records of the County Clerk of Lincoln County, Montana.

CLERK AND RECORDER'S CERTIFICATION
 I, the undersigned, being duly sworn, depose and say that I am the County Clerk and Recorder of Lincoln County, Montana, and that I have received the original of the foregoing Certificate of Survey, and that the same is a true and correct copy of the original of the Certificate of Survey, as the same appears from the records of the County Clerk of Lincoln County, Montana.



December 2, 2022
Robert A. Benson
 County Clerk and Recorder

CERTIFICATE OF SURVEY No. 4917 RB



State of Montana
BUILDING PERMIT
BUILDING CODES PROGRAM
301 S. PARK, PO BOX 200517
HELENA, MT 59620-0517
(406)-841-2056

Date: 03/08/2024

2024-BLDG-000137
Expires: 09/08/2025

County: LINCOLN
Inspector: Nathan Brush

Location: 803 Michigan Avenue Libby, Mt 59923
Phone: 406-475-5266

A handwritten signature in black ink, appearing to be "L. Brush", written over a horizontal line.

Bureau Chief, Building Codes Program

For all work done under this permit number, the permittee accepts full responsibility for compliance with currently adopted building codes as amended by administrative rule, and other applicable State statutes.
Granted in accordance with Title 50, Chapter 60, Part 2, MCA, and all other administrative rules promulgated there under.

Granting of this provisional permit does not implicitly or expressly preempt or authorize violation of the provisions of any other state or local law relating to or regulating building construction. It remains the responsibility of the permit holder to comply with the State Building Codes regardless of whether non-complying items were identified during plan review or during inspection. Check local zoning requirements. State licensing laws require that only properly licensed personnel be used to install electrical or plumbing systems on commercial or public projects.

Check local zoning requirements. State licensing laws require that only properly licensed personnel be used to install electrical or plumbing systems on commercial or public projects.

DISABILITY ACCESS NOTICE: Compliance with the requirements of the state building code for physical accessibility to persons with disabilities does not necessarily guarantee compliance with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1972, the Fair Housing Amendments Act of 1988, Title 49, Chapter 2, commonly known as the Montana Human Rights Act, or other similar federal, state, or local laws that mandate accessibility to commercial construction or multifamily housing.

BuildingCodes.mt.gov

406-841-2056

ebiz.mt.gov/bcb

Return to:
Samuel Sikes
Libby City Administrator
P.O. Box 1428
Libby, MT 59923

311693 BOOK: 406 RECORDS PAGE: 792 Pages: 3
STATE OF MONTANA LINCOLN COUNTY
RECORDED: 08/07/2024 4:30 KOI: AFFIDAVIT
CORRINA BROWN CLERK AND RECORDER
FEE: \$24.00 BY: Corrina Brown
FOR: ERIC CLARK 538 PIPE CREEK HILL RD, LIBBY, MT 59923

WAIVER OF PROTEST TO ANNEXATION

The undersigned hereinafter referred to as Petitioner(s) respectfully petitions the City of Libby for municipal services from the City of Libby, such specific service(s) being: Water Services, Sewer Services, Stormwater Drainage, Street Connectivity. Please list requested services: Water and Sewer Services.

The Petitioner(s) requesting City of Libby municipal services described herein is the fee owner of that real property described in Exhibit A attached hereto and fully incorporated herein by this reference.

In consideration of receiving the above-described municipal services from the City of Libby, the Petitioner(s) hereby agree to waive all rights of protest to annexation that the Petitioner(s) may have now, under Title 7, Chapter 2 MCA, or under any future federal, state or local law.

The property described in Exhibit A shall be annexed upon the expiration of the TEDD or at any time under any future federal, state, or local laws that allow for annexation as it is contiguous with the City of Libby incorporated limits and received two or more municipal services including water, sewer, storm drainage, or street connectivity.

In the event the property is not immediately annexed, the Petitioner(s) further agree(s) that this covenant shall run to, with, and be binding upon the title of the said real property, and shall be binding upon our heirs, assigns, successors in interest, purchasers, and any and all subsequent holders or owners of the property described in Exhibit A.

The Petitioner(s) further acknowledge(s) that in the event the subject property is annexed into the City of Libby, the subject property shall be entitled to receive certain municipal services from the City and pursuant to MCA 7-6-1601 to 7-6-1604 the City shall have the right to charge impact fees for this new demand upon the City services.

MCA 7-2-473(6) prohibits the city from providing solid waste services to this property for a minimum of 5 years from date of annexation.

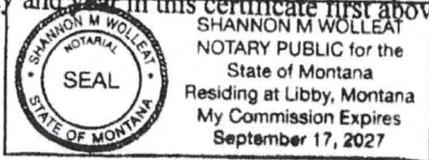
Eric Clark 8-7-24
Petitioner/Owner Date
Sam M Clark 8-7-24
Petitioner/Owner Date

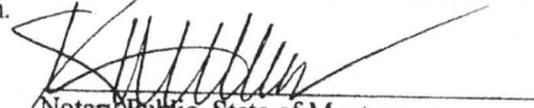
NOTE: You must attach an Exhibit A that provides a bona fide legal description of the property to be annexed.

STATE OF MONTANA)
):ss
County of Lincoln)

On this 7th day of August, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared ERIC J. CLARK and acknowledged to me that he/she executed the same.

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

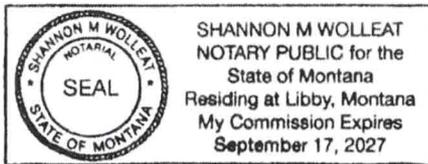



Notary Public, State of Montana
Residing at _____
My Commission Expires _____

STATE OF MONTANA)
):ss
County of Lincoln)

On this 7th day of August, 2024, before me, the undersigned, a Notary Public for the State of Montana, personally appeared SARA M. CLARK and acknowledged to me that he/she executed the same.

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



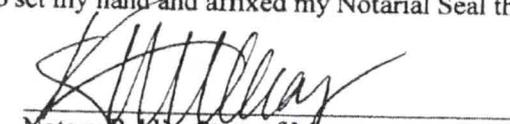

Notary Public, State of Montana
Residing at _____
My Commission Expires _____

EXHIBIT 'A'

LEGAL DESCRIPTION:

Lot 18A, Libby Health Center Tracts, according to the plat thereof on file in the office of the Clerk and Recorder. Plat Number 5240.

AND

An irregular tract of land lying east from the city of Libby, Montana, Lincoln County, in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 30 North, Range 31 West and more particularly described as Lot 7 A of C.S. No. 4917 RB.

Prior to issuance this legal description must be put of record in the office of the Clerk and Recorder, Lincoln County, Montana.

RESOLUTION NO. 2042

A RESOLUTION OF INTENTION EXTENDING THE CORPORATE LIMITS OF THE CITY OF LIBBY, MONTANA, TO ANNEX WITHIN THE BOUNDRIES OF THE CITY AN IRREGULAR TRACT OF LAND LYING EAST OF THE CITY OF LIBBY, FOR WHICH THE OWNERS HAVE PETITIONED FOR ANNEXATION AND DESCRIBED HEREIN. (SW1/4SE1/4 OF S3, T30 N, R31 W, Lot 7A of C.O.S. 4917RB)

LEGAL DESCRIPTION: An irregular tract of land, lying east from the city of Libby, Montana, Lincoln County, in the SW ¼ SE ¼, Section 3, T30N, R31W, P.M.,MT. and more particularly described as follows; Commencing at the northwest corner of Lot 42A, Plat No. 6375, a 5/8 inch diameter rebar with plastic cap marked HUGHES, 7322LS and the TRUE POINT OF BEGINNING; Thence N25°04'07"E, 51.06 feet to a 5/8 inch diameter rebar with a plastic cap marked HUGHES, 7322LS; Thence N25°13'47"E, 276.05 feet to a 5/8 inch diameter rebar with plastic cap marked HUGHES, 7322LS, lying on the southerly right-of-way limit of abandoned Lincoln Blvd.; Thence along said road right-of-way limit the following three courses; Thence S89°57'18"E, 53.39 feet to an unmarked computed point; Thence S89°57'18"E, 50.87 feet to a 5/8 inch diameter rebar with a plastic cap marked HUGHES, 7322LS; Thence S89°57'20"E, 5.34 feet to a 5/8 inch diameter rebar with a plastic cap marked SANDERSON 70400LS; Thence leaving said road right-of-way limit S08°26'49"E, 302.49 feet to a 5/8 inch diameter rebar with plastic cap marked SANDERSON 70400LS; Thence S89°21'04"E, 98.21 feet to an unmarked computed point; Thence S89°21'04"E, 195.14 feet to a 5/8 inch diameter rebar with plastic cap marked HUGHES, 7322LS and the True Point of Beginning, containing 1.38 acres. Subject to and together with all appurtenant easements of record.

WHEREAS, Eric and Sara Clark, 100% owners of the property described herein, filed a petition with the City Administrator on 10 June 2024 requesting annexation; and therefore, the City Council will consider this petition for annexation pursuant to the statutory Annexation by Municipalities Providing Services method set forth in Title 7 Chapter 2 Part 47 Section 4705; and

WHEREAS, the property described herein is currently zoned in Lincoln County within the Kootenai Business Park Targeted Economic Development District (TEDD), it is the intention of the City of Libby to consider annexing the property with the city zoning of Business Residence; and

WHEREAS, the Zoning Commission did on 16 September 2024 recommend accepting the application and setting a public hearing to hear all matters pertaining to the annexation of the above-described parcel; and

WHEREAS, the City Clerk did publish notice of such proposed extension of the city limits on October 4th and 15th 2024, as provided by Section 76-2-303 M.C.A.; and

WHEREAS, the City Council will on the 21st day of October 2024, hear all matters pertaining to the annexation and zoning of the herein before described parcel; and

WHEREAS, the Libby City Council will determine if it is in the best interest of the City of Libby and the inhabitants thereof as well as the current and future inhabitants of the lands to be annexed that are described herein, which lands are contiguous to the corporate limits of the City of Libby, be annexed into the City of Libby and it is hereby declared to be the intent of the City of Libby that the corporate limits of the City of Libby be extended to include said lands described herein within the limits of the City of Libby.

NOW THEREFORE, BE IT RESOLVED, that it is the intention of the city that the corporate limits of the City of Libby be extended to annex the tract of land, herein described and shown on Exhibit A attached hereto.

PASSED AND ADOPTED this 21st day of October 2024.

Attest:

Peggy Williams, Mayor

Leann Monigold, Clerk/Treasurer

City of Libby

From: Owen, Colleen <COwen@mt.gov>
Sent: Tuesday, October 15, 2024 11:57 AM
To: clerk.treasurer@cityoflibby.com
Subject: Libby City Council Agenda (10/21) - Historic Hotel Libby Abatement

Hi Leann:

This email is in follow up to a voice message I left for you last week. I am hoping that we could be added to the Libby City Council agenda for the meeting scheduled for October 21, 2024.

I would just like to make sure the City and public are aware of an Analysis of Brownfields Cleanup Alternatives (ABCA) document for the Historic Hotel Libby. The ABCA examines various abatement approaches for cleanup of non-Libby amphibole asbestos and lead-based paint in the historic hotel. We want to make this document available for public review.

Please let me know if we could get a very short time slot on the City Council Agenda for 10/21. It shouldn't take more than a few minutes to summarize the ABCA and explain where it is available for review.

Thank you!

Colleen Owen

Brownfields Coordinator

Tanks, Brownfields & Federal Facilities Bureau

Montana Department of Environmental Quality

Office: 406-755-8954 | Kalispell Field Office



How did we do? >>



October 15, 2024

Contributing Organization: LOR Foundation
Applicant Organization: City Of Libby
Project Title: **Firearm Safety Education in Libby**
Commitment Dollar Amount: \$25,559.00

To the City of Libby:

This letter verifies that the LOR Foundation has committed to contribute \$25,559.00 to the City of Libby for the following activities: Purchase a storage shed and equipment for use at the Libby Gun Range to both expand law enforcement training opportunities and begin firearm safety programming for the community. This project was brought forward and requested by Chief Cody Ercanbrack. Funding is only for the designated project during the grant period, which will commence with the Libby City Council's acceptance of the grant funds and will end on August 31, 2025, pending the completion of all expenditures. This commitment was made on October 15, 2024, and is contingent upon the City of Libby accepting the award by October 21, 2024. If the award is not accepted by that date, this commitment should be deemed null and void.

The LOR Foundation is a private foundation with offices in Montana, Colorado, New Mexico, Wyoming, and Idaho. Listening first, LOR works with people in rural communities throughout the Mountain West to improve quality of life.

Respectfully submitted,

A handwritten signature in black ink that reads "Gary P. Wilmot".

Gary Wilmot
Executive Director
307.349.6610
gary@lorfoundation.org

A handwritten signature in black ink that reads "Tabitha Viergutz".

Tabitha Viergutz
Libby Community Officer
406.520.5218
tabitha@lorfoundation.org

STATE OF MONTANA STANDARD LEASE CONTRACT

(Lease Template last revised August 22, 2024)

This lease #4663-C is made by and between the State of Montana, Department of Justice, 2550 Prospect Avenue, P.O. Box 201419, Helena, Montana, 59620-1419, "Lessee" and The City of Libby, a political subdivision of the State of Montana, P.O. Box 1428, Libby, Montana, 59923, "Lessor," each a party and collectively, the parties.

1. PURPOSE OF LEASE

Lessee has a need to lease space in Libby, Montana, for the purpose of a detachment office to conduct its business. Lessor has space available for this purpose.

2. PREMISES DESCRIPTION AND OWNERSHIP

- A. The leased space (Premises) is 300 gross square feet and includes common areas such as stairs, elevators, hallways, public restrooms, mechanical rooms, and available storage space or any proration thereof within the building in which the Premises is located. The physical address of the Premises is 952 E Spruce, Suite 203, Libby, Montana.
- B. Lessor represents that Lessor is the owner of the building or the building owner's agent, and the building is free and clear of all encumbrances, except for easements, covenants, and restrictions of record as of the date of this lease. If this lease is to be subordinated to a new building mortgage or ground lease during the lease term, the subordination must be conditioned on the Lessor's mortgagee or ground lessor, or both, agreement not to disturb the Lessee's right to possession of the Premises.

3. TERM OF LEASE

- A. The lease term is effective November 1, 2024, through October 31, 2029, unless earlier terminated as provided for in this lease.
- B. Lease renewals are subject to prior approval by the Department of Administration. If the department does not approve a renewal, the lease is voidable at the Lessee's option.
- C. Upon termination or expiration of this lease or any extension of it, Lessee shall vacate and surrender the Premises to Lessor in as good condition and repair as when it took possession, reasonable wear and tear and Lessor-authorized changes, alterations, and improvements excepted. Lessee shall remove all personal property that it placed within the Premises when the lease terminates or expires.

- D. If Lessee does not remove its personal property when the lease terminates or expires, Lessee has an additional 30 days to do so, but Lessee shall pay Lessor one monthly rent payment, even if Lessee's personal property is removed before the 30-day period has expired.

4. CONSIDERATION

- A. Lessee's monthly rent is \$416.12, (Base Rent). This reflects an annual payment of \$4,993.38, with a rate of \$16.64, per gross square foot per year.
- B. Unless prohibited by Montana law, there will be a 1.5% increase in the base rent occurring each November 1, beginning November 1, 2025. This increase to the base rent on each November 1st is called the "adjusted base rent."
- C. Monthly rent is due on the first business day of each month. Lessee shall pay monthly rent without the need for a separate invoice from Lessor.
- D. If requested by Lessor, Lessee may pay monthly rent by electronic funds transfer (EFT). To request EFT payment, Lessor may submit a completed Standard Form 1199A (Direct Deposit Sign-Up Form) to Lessee. Lessor may cancel EFT payment with thirty 30 days prior written notice to Lessee.
- E. Lessor shall be liable for all real estate taxes and assessments against the Premises.

5. UTILITIES AND SERVICES

- A. Lessor shall furnish and pay for all utilities including but not limited to interior water (hot and cold), landscape and irrigation water, gas, electricity, air conditioning (if available), garbage removal, pest control, and sewer. Lessor shall at its expense shall promptly replace all light bulbs, fluorescent tubes, and other lighting elements but in any event within five business days following receipt of notice from Lessee.
- B. At its expense, Lessee --with Lessor's approval-- may install additional telephone, electrical, or computer network lines or change the location of such existing facilities.
- C. During occupancy and at its expense, Lessee shall be responsible for replacing lost keys or re-keying the Premises if the need is due to Lessee's actions or inaction.
- D. At its expense, Lessor shall provide janitorial services and all janitorial supplies for the Premises. Lessor shall perform the janitorial work safely, including notifying occupants of any dangerous conditions like slippery or wet floors, or unstable walking areas. Services must include at a minimum the services described in Attachment A.

6. PARKING SPACE

At no additional charge or cost to Lessee, Lessor shall provide two adequate parking spaces for Lessee's employees, including the requisite number of handicapped parking spaces required by the Americans with Disabilities Act.

7. PARKING AREA AND SIDEWALK MAINTENANCE

Lessor shall keep the parking area and sidewalks safe and in good repair and shall timely remove debris, snow and ice from the parking area and sidewalks.

8. NOTICE

For a notice under this lease to be valid, it must be in writing and must be personally delivered or sent by email, fax, or first-class mail. Notice personally delivered or sent via email or fax is effective on receipt. If email is used and the sender receives a machine-generated notice that delivery has failed, then the sender must provide notice by another means allowed by this section. Notice sent by first class mail is effective within three days of mailing.

The Lessor's address for purposes of receiving notice or demand is The City of Libby, P.O. Box 1428, Libby, Montana, 59923.

The Lessor's representative for purposes under this lease is Leann Monigold, telephone (406) 293-2731, E-mail address: clerk.treasurer@cityoflibby.com.

The Lessee's address for the purpose of receiving notice is the State of Montana, Department of Justice, Montana Highway Patrol, PO Box 201419, Helena, Montana, 59620-1419.

The Lessee's representative for purposes under this lease is Regan Hess, telephone (406)-437-2476, E-mail address regan.hess2@mt.gov.

If either party changes its address or contact person, it shall promptly notify the other party in writing at the address provided in this section.

9. QUIET ENJOYMENT

Without interference from Lessor or third parties, Lessee has the right to peaceful and quiet possession and use of the Premises and common areas and the rights and interests appurtenant to the Premises and common areas.

10. ACCESS FOR MAINTENANCE AND INSPECTION

- A. Upon 24-hours' prior notice to Lessee, Lessor or its agent(s) may enter the Premises at reasonable times to maintain, repair, or inspect the Premises.

- B. If an emergency arises, Lessor may enter the Premises without prior notice to Lessee. Lessor has 24-hour access to the Premises to perform the janitorial services in section 5.

11. MAINTENANCE AND REPAIR OF PREMISES

- A. At its cost and expense, Lessor shall maintain and repair in a good, safe, and usable condition the Premises and the interior of the building in which the Premises is located—including hallways, corridors, stairs, lobbies and related mechanical, electrical, plumbing, sanitary, heating, ventilation, and air conditioning and fire extinguisher systems, elevator (if any), and windows. Lessor shall provide, at its expense, window blinds, shades and treatments.
- B. At its cost and expense, Lessor shall maintain and repair in a good, safe, and usable condition the exterior of the building and the Premises, including the roof, foundation, walls, doors, fixtures, outside corridors, outdoor lighting, lawns and other landscaping, drainage, and related sidewalks, stairways, and parking areas.
- C. If there is an interruption in essential services to the Premises (such as heating, ventilation plumbing, lighting, or electrical services) or Lessor fails to maintain or repair the Premises in a good, safe, and usable condition for five consecutive days following notice from Lessee, Lessee must receive a prorated abatement of rent for the entire period of service interruption. If the interruption continues beyond this five-day period, Lessee may terminate this lease without penalty or further notice and receive a refund for the unearned rent paid. Lessee may also pursue any remedies available to it under this lease or Montana law.

12. CASUALTY OR FIRE DAMAGE

- A. If the Premises or any part of it becomes so damaged by fire, earthquake, other casualty, or structural defects that it cannot be used for Lessee's business purposes, then Lessee may without penalty terminate this lease by giving Lessor five days' notice. Lessor shall refund Lessee any unearned rent paid if Lessee so terminates.
- B. If such damage does not render the Premises wholly unusable for Lessee's purposes, Lessor shall promptly restore the damaged portion of the Premises to the same condition as existed prior to such damage at Lessor's cost. In this case, Lessee's monthly rent payment must be reduced by the same ratio of the amount of gross square feet that Lessee is precluded from occupying to the total gross square feet of the Premises.

"Gross square feet" means the square footage stated in section 2.B and includes stairs, elevators, hallways, public restrooms, mechanical rooms, and available storage space or any proration thereof. If Lessor does not complete the repairs within 30 days following the initial damage, Lessee may without penalty immediately terminate this lease.

- C. Lessor shall continue to insure the Premises until Lessee's personal property is removed from the Premises.

13. ALTERATIONS TO PREMISES

Lessee may not make structural, mechanical, electrical, or plumbing improvements or alterations to the Premises without the Lessor's prior written consent. Any structural, mechanical, electrical, or plumbing improvements or alterations will remain Lessor's property upon lease termination or expiration. Lessee's personal property, equipment, trade fixtures and temporary installations including but not limited to cubicles remain Lessee's property and may be removed upon lease termination or expiration.

14. SIGNAGE

If Lessor allows signage and Lessee wishes to advertise its location in the building where the Premises is located, Lessee shall pay the Lessor for installation of a suitable sign on the exterior of the Premises at a location mutually agreeable to Lessor and Lessee.

15. DEFENSE AND INDEMNIFICATION

- A. Lessor, at its sole cost and expense, shall defend Lessee and the state of Montana, their employees, officers, officials, agents, and volunteers (collectively, Indemnitees) from and against all claims, allegations, lawsuits, or any other action (Claim or Claims) relating to personal injury, death, damage to property, financial loss or other obligation arising or allegedly arising out of or in connection with Lessor's duties under this lease.
- B. Lessor shall indemnify the Indemnitees against losses, liabilities, damages, judgments, settlements, penalties, fines, reasonable attorney/expert fees, expenses, and court costs arising from the Claims.
- C. Lessee shall give Lessor prompt notice of any Claim, and at Lessor's expense, Lessee shall cooperate in the defense of the Claim. Lessor acknowledges that under Montana law, the Montana Attorney General may participate in an action involving the state of Montana.
- D. If Lessor fails to comply with its defense obligations under this section, Lessee may undertake its own defense. If Lessee undertakes its own defense, Lessor shall reimburse Lessee for all: (i) losses, liabilities, damages, judgments, settlements, penalties and fines arising from the Claim, and (ii) costs arising from defense of the Claim, including but not limited to attorney fees, court costs, and costs of investigation, discovery, and experts. Lessor shall reimburse Lessee within 30 days after receiving Lessee's justification for these expenditures.

16. INSURANCE

- A. Lessor shall carry commercial property insurance sufficient to insure the building in which the Premises is located and any improvements and alterations installed in the building thereafter throughout all lease terms against the following:
1. Loss or damage by fire and such other risks (not including earthquake damage) in an amount sufficient to permit such insurance to be written at all times on a replacement costs basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies.
 2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building in which the Premises is located.
 3. Loss or damage by explosion of steam boilers, pressure vessels, and oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building in which the Premises is located.
- B. Lessor agrees that insurance carried or required to be carried by Lessor against loss or damage to property by fire, flood, earthquake, acts of terrorism, acts of war, or other casualty shall contain a clause whereby the insurer waives its right to subrogation against Lessee, and Lessor shall indemnify Lessee against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.
- C. Lessor shall purchase and maintain occurrence coverage with combined single limits for bodily injury or death, personal injury, and property damage of \$1,000,000 per occurrence and \$2 million aggregate per year. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Premises location or the general aggregate limit shall be twice the required occurrence limit.
- D. Lessor's insurance must be from an insurer licensed to do business in Montana or a domiciliary state and with a Best's rating of no less than A-. Lessor shall provide 30 days advance written notice to Lessee of any material change in coverage including cancellation and upon request, an original Certificate of Insurance including any required amendatory endorsements. Lessee may request copies of Lessor's insurance coverage at any time. The state of Montana and Lessee shall be named as additional insureds on Lessor's insurance coverage. Lessor's insurance coverage shall be primary insurance with respect to Lessee.
- E. Lessee shall maintain insurance coverage of its personal property and shall self-insure for personal injury and property damage. Any insurance or self-insurance maintained by Lessee, or the state of Montana on Lessee's behalf, shall be excess of Lessor's insurance and shall not contribute with it.

17. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

- A. Lessor and Lessee shall comply with applicable federal, state, and local laws and ordinances.
- B. Pursuant to 49-3-207, MCA, and Executive Order No. 04-2016, Lessor agrees:
 - 1. The hiring of persons, if any, to perform its obligations in this lease will be made on the basis of merit and qualifications, and
 - 2. There will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing its obligations in this lease.
- C. Lessor shall provide an additional alternative accessible site, other than the Premises, for use by Lessee if it is necessary to provide services, benefits, or communication to individuals with a disability. If an alternative ADA site is not available or economically feasible for Lessor to provide within 30 days of a written request thereof by Lessee, Lessee may without a penalty terminate the lease with a 30 days' written notice.
- D. Lessor shall locate, install, test, and maintain fire extinguishers as required by law.
- E. Lessor shall comply with the Montana Occupational Safety and Health Act (MCA 50-71-111 et seq.) and all rules adopted thereunder.
- F. Lessor shall provide the Department of Administration, the Montana legislative auditor, or their authorized agents reasonable access to any records relating to this lease to determine compliance with the lease. Lessor shall retain these records for eight years following termination or expiration of this lease or the time established by Lessor's record retention schedule, whichever is longer.

18. ENVIRONMENTAL HAZARDS

- A. Lessor represents that, to the best of its knowledge, any use, storage, treatment, or transportation of hazardous substances that has occurred within, under or from the Premises before the lease date has complied with all applicable federal, state, and local laws, regulations, and ordinances.
- B. Lessor represents that, to the best of its knowledge, no release, discharge, or disposal of hazardous substances has occurred within or under the Premises and that the Premises is free of hazardous substances as of the starting lease date.

- C. If either party to this lease discovers that a release, discharge, or disposal of hazardous substances has occurred within or under the Premises or that the Premises is not free from hazardous substances, the party shall immediately notify the other party.
- D. If Lessee determines at any time that the Premises poses an environmental hazard to its employees, Lessee may without incurring a penalty or liability immediately terminate the lease with notice to Lessor.
- E. "Hazardous substances" means those substances designated by the United States Environmental Protection Agency as hazardous or those substances defined as hazardous by federal, state, or local statutes, rules, ordinances, or regulations.
- F. Lessor represents that, to the best of its knowledge, the Premises shall be free of all asbestos containing materials, except undamaged vinyl asbestos floor tile in the Premises or undamaged boiler or pipe insulation outside the leased Premises. Radon levels in the Premises shall not equal or exceed the Environmental Protection Agency action level for homes of 4 Pico curies per liter.

19. HOLDOVER TENANCY

- A. Absent a written agreement stating otherwise, if Lessee holds the Premises beyond the lease term, the lease will be deemed a month-to-month tenancy subject to all terms and conditions of this Lease.
- B. Either party may terminate the holdover tenancy, without incurring a penalty, by providing the other party thirty (30) days written notice of the desire to terminate the holdover tenancy. From the date of written notice, Lessee shall have a period of at least sixty (60) days to vacate the premises. The sixty-day period shall end on the last day of the calendar month. Regardless of when Lessee vacates the Premises during the sixty days, Lessee will pay rent through the last day of that calendar month.

20. TERMINATION FOR LACK OF FUNDING

- A. Lessor understands that Lessee, as a state agency, is dependent upon state and/or federal appropriations for its funding. If state or federal government funds are not appropriated or otherwise made available to support continued performance of the lease in subsequent fiscal periods, the lease must be canceled *See* Section 2-17-101(6), MCA. Lessee shall provide Lessor the date on which Lessee's termination will take effect.
- B. Lessee is responsible only for the monthly rent payment, or prorated portion of that payment, owed to Lessor under section 4 up to the date Lessee's termination takes effect. This is Lessor's sole remedy. Lessee shall not be liable to Lessor for any other payments or damages arising from termination for lack of funding, including but not limited to general, special, or consequential damages.

21. BREACH

- A. Other than termination for lack of funding under section 20, either party's failure to comply with any term or condition is a breach.
- B. If a breach arises, the non-breaching party may send the breaching party a written notice, identifying in reasonable detail the breach and the requested remedy.

The breaching party shall cure the breach as soon as reasonably possible but no longer than 30 days, except if an emergency condition exists requiring a cure to be immediately started and completed within 24 hours if reasonably possible given the circumstances.

- C. If it is not reasonably possible to cure an emergency or non-emergency condition within 24 hours or 30 days, respectively, the breaching party shall so notify the non-breaching party within 24-hours or 10 days, respectively. The notice shall explain why the cure is not reasonably possible with due diligence to complete and provide the earliest date reasonably possible that the work can be completed. If the non-breaching party is not satisfied with the breaching party's explanation, the non-breaching party may pursue its remedies under this lease and law.

It is not a justifiable ground for delay that Lessor does not have available funding to accomplish the cure or that a preferred contractor has limited availability if other contractors can satisfactorily perform the work sooner at reasonable cost.

- D. If the breaching party does not cure the breach, the nonbreaching party may cure all or part of the default after providing notice to the breaching party of its intent to perform such cure, and, if applicable, recover the costs incurred in curing the default.
 - 1. If the nonbreaching party is Lessee, Lessee may deduct all costs incurred from rent or other charges owed to Lessor. Lessee's costs incurred to cure include, but are not limited to, all reasonable out-of-pocket expenses, payment of unpaid utility or services charges for which Lessor is responsible, and all administrative costs Lessee reasonably incurs and documents in performing or arranging for performance of the cure.
 - 2. If the nonbreaching party is Lessor, Lessor will submit properly executed vouchers and proof of payment to Lessee and Lessee shall remit payment to Lessor within 30 days or as soon as is practicable.
 - 3. The nonbreaching party is under no obligation to cure some or all the default of the breaching party. To the extent that the nonbreaching party does not cure the default, the nonbreaching party may pursue its legal and lease remedies against the breaching party.

4. The nonbreaching party's failure to cure the breaching party's default does not waive the nonbreaching party's rights to relief. The parties acknowledge they have a duty to reasonably mitigate damages, and nothing in this lease removes or lessens either party's obligation to mitigate damages.

E. "Emergency condition" means a condition requiring a cure that prevents or substantially disrupts the Lessee from using all or a substantial part of the Premises or causes or substantially threatens to cause injury to persons or damage to property or raises a substantial danger to the health or safety of any persons on or using the Premises.

22. GOVERNING LAW AND VENUE

This lease shall be governed and interpreted according to Montana law. Any litigation concerning this lease shall be brought only in the First Judicial District Court in and for Lewis and Clark County, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise stated in this lease.

23. ENTIRE LEASE/AMENDMENT

This lease and all attachments thereto, contains the entire agreement between Lessor and Lessee. Any amendment hereafter made shall not be effective to modify this lease unless it is in writing and signed by both parties and the Department of Administration.

24. ASSIGNMENT/JOINT TERMINATION OF LEASE

Subject to prior approval by the Department of Administration, Lessee shall have the right to assign the Lease to another state agency, with the consent of the Lessor, which consent shall not be unreasonably withheld.

25. SMOKE FREE ENVIRONMENT

Lessor shall make all parts of the leased Premises smoke-free. "Smoke" means smoke from a lighted cigar, pipe, cigarette, any kind or variety of e-cigarette or vapor cigarette, or any other smokable product. Montana Clean Indoor Air Act, section 50-40-101, et seq., MCA.

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ATTACHMENT "A"
JANITORIAL SPECIFICATIONS

Lessor shall furnish all janitorial work, equipment and supplies necessary to accomplish the duties described in the lease and this attachment.

1. The janitorial supply list includes but is not limited to:
 - a. Hand towels and toilet tissue;
 - b. Restroom hand soap for dispensers;
 - c. Trash can liners; and
 - d. Entrance or walk-off mats.

2. Daily Requirements (Monday through Friday, excluding holidays):
 - a. Floor sweeping and damp mopping all tiled areas.
 - b. Clean and sanitize plumbing fixtures, and toilet rooms (sinks, showers, toilets, mirrors, etc.)
 - c. Vacuum carpet, using industrial type vacuum cleaner with a power head in entrance area and hallways.
 - d. Remove all trash from building.
 - e. Cleaning supplies: re-stock toilet tissue, towels, soap, etc. in restrooms.

3. Weekly Requirements:
 - a. Vacuum all areas of carpeting.
 - b. Clean interior glass by each doorway.

4. Quarterly Requirements:
 - a. Complete dusting of all offices.

5. Semi-annual Requirements:
 - a. Glass Cleaning - all interior/external windows and window dressings (shades, curtains, blinds) in space leased by the Lessee (October and May).
 - b. Carpet Cleaning - all carpeted areas in space leased by the Lessee shall be cleaned using professional process carpet cleaning equipment.
 - c. Clean all light fixtures.

Chapter 17.12 - RESIDENCE A DISTRICT

Sections:

17.12.010 – Purpose & Intent

Residential A is the largest of the residential districts. It is characterized predominantly by single-family detached dwellings. The purpose and intent are to maintain the walkability and density of housing of the neighborhoods.

17.12.020 - Uses.

Within any Residence A District, no building, structure, or premises shall be used or arranged or designed to be used, except for the following:

Primary Uses

- A. A detached dwelling for only one family or for one housekeeping unit;
- B. A detached dwelling for two families or for two housekeeping units;
- C. The taking of boarders or the leasing of rooms by a resident family, provided the total number of boarders and roomers does not exceed two in any one-family dwelling or does not exceed four in any two-family dwelling;
- D. Churches and other places of worship;
- E. Community centers , except those in which a chief activity is a gainful service or activity usually conducted as a business;
- F. Truck gardens or nurseries;
- G. Educational or religious institutions.;
- I. Municipal playgrounds and parks;

Accessory Uses

Accessory uses customarily incidental to any of the above permitted uses, but not including the conduct of a business or industry or any driveway or walk giving access thereto:

- A. A private garage on the same lot with or within the building to which it is accessory and in which garage no business or industry is conducted. Garage space may be provided for two motor vehicles on any lot and may be provided for one additional motor vehicle for each two thousand five hundred (2,500) square feet of lot area by which such lot area exceeds five thousand (5,000) square feet. Only one commercial vehicle may be stored on any lot.
- B. Garages, or carports, ~~must be set back (recessed) a minimum of ten (10) feet from themay not extend into the front yard beyond the~~ frontmost face of the house.
- C. Where alleys are present, alleys must be used as vehicular access to the lot.
- D. Home Occupations:
Customary home occupations are defined as those carried out in the residence of the occupant but which do not generate traffic to or from the residence; nor do does it invite on-site customers or direct sales. Home occupations may not consume more than one-half

(1/2) of the floor area of one story; provided further, that no person is employed in said occupation other than a member of the immediate family residing in the home. No sign shall be used to advertise such occupation except as is provided in this section.

E. Signs:

1. Any sign provided for herein shall not materially alter the appearance of said lot or dwelling nor affect the welfare of the neighbors.
2. There shall be no electronic signs.
3. Any illuminated signs must be downward directional.
4. Signs pertaining to the lease or sale, or use of a lot or building may be placed on the property; provided that the total area of all such signs does not exceed eight (8) square feet.
5. Signs bearing the name or occupation of an occupant, shall not exceed ~~one-six~~ (16) square foot for each family housed.
6. Signs not exceeding twelve (12) square feet in area may be erected upon the premises of a church, or other institution for the purpose of displaying the name and activities or services therein provided.
7. Notwithstanding any other provision of this chapter, non-illuminated political or campaign signs may be placed on the property. Any such signs may not be placed on the property so as to obstruct the vision of any driver of motor vehicles to the extent a safety hazard is created. All campaign signs must be removed within three (3) days after the election to which the sign relates.

17.12.030 - Lot area.

The minimum lot size shall be six thousand (6,000) square feet for each dwelling.

17.12.040 - Setbacks.

No building shall be erected, reconstructed, or altered so as to project in any manner beyond the property line.

Front Yard

- A. No new building shall be erected with its street wall or walls nearer than twenty-five (25) feet to the front property line.
- B. Steps and/or ramps extending beyond the front wall of the building are exempt from the above provision.

Rear yard

There shall be a rear yard on every lot, with a minimum depth of twenty-four (24) feet for a one-story building, and thirty-six (36) feet for a two story or two and one-half story building.

Side yard

There shall be a side yard on each side of every building except as provided for accessory buildings. The minimum side setback shall be seven (7) feet and the least sum of the widths of both side yards shall be sixteen (16) feet.

Corner lot

In the case of a corner lot, the minimum side setback on the side street shall be fifteen (15) feet.

17.12.050 - Building Footprint

Each single-family residence shall have a minimum footprint of not less than seven hundred (700) square feet. Each unit of a two-family dwelling shall have a minimum footprint of not less than five hundred fifty (550) square feet including one bedroom, and another one hundred (100) square feet per each additional bedroom.

17.12.060 - Height.

No building shall exceed thirty (30) feet in height.

17.12.070 - Accessory buildings.

- A. Accessory buildings not more than fifteen (15) feet high may be located in the rear yard; provided such buildings occupy not more than twenty-five percent (25%) of the rear yard area; provided, further, such accessory buildings come not nearer than three (3) feet to any lot line.
- B. On corner lots, no wall of an accessory building shall be nearer to a side street property line than the side wall of the main building.
- C. Industrial storage (freight containers) are not permitted.

17.12.080 - Vacant lots.

Vacant lots shall be maintained and kept free of weeds. Certain uses of vacant lots may be permitted by written authority of the building inspector and the board of adjustment, with the consent of the owners of eighty percent (80%) of the property within three hundred (300) feet of the lot or lots.

17.12.090 - Construction.

All construction shall be in accordance with the City's adopted Building Code.

17.12.100 – Outdoor Features, Storage and Temporary Storage (see Definitions)

- A. Outdoor storage of materials is not permitted other than typical items designed for residential outdoor use.
- B. Non-permanent parking structures may not be erected in the front yard without a permit for a set period of time, not to exceed 12 months while a permanent structure is being constructed.
- ~~C~~B. Propane Tanks are not permitted in front yards
- ~~E~~D. Recreational Fires: Must only be located in rear yards; and shall not be conducted within 25 feet of a structure or combustible material. A portable outdoor fireplace shall only be used in

accordance with manufacturer's instructions and may not be operated within 15 feet of a structure or combustible material. (See International Fire Code Section 307 Open Burning, Recreational Fires and Portable outdoor fireplaces).

~~D. No Class A or C or 5th wheel recreational vehicles, or campers greater than sixteen (16) feet are allowed to be parked on the property~~

Chapter 17.17 - RESIDENCE A-2 DISTRICT

Sections:

17.17 010 – Purpose & Intent

Residential A-2 is characterized by single-family detached dwellings, but with reduced setbacks from those in Residential A. It tends to be more suburban in design....

17.17.020 - Uses.

Within any Residence A-2 District, no building, structure, or premises shall be used or arranged or designed to be used, except for the following::

Primary Uses

- A. A detached dwelling for only one family or for one housekeeping unit;
- B. A detached dwelling for two families or for two housekeeping units;
- C. The taking of boarders or the leasing of rooms by a resident family, provided the total number of boarders and roomers does not exceed two in any one-family dwelling or does not exceed four in any two-family dwelling;
- D. Churches and other places of worship;
- E. Community centers , except those in which a chief activity is a gainful service or activity usually conducted as a business;
- F. Truck gardens or nurseries;
- G. Educational or religious institutions.;
- H. Municipal playgrounds and parks;

Accessory Uses

Accessory uses customarily incidental to any of the above permitted uses, but not including the conduct of a business or industry or any driveway or walk giving access thereto:

- A. A private garage on the same lot with or within the building to which it is accessory and in which garage no business or industry is conducted. Garage space may be provided for two motor vehicles on any lot and may be provided for one additional motor vehicle for each two thousand five hundred (2,500) square feet of lot area by which such lot area exceeds five thousand (5,000) square feet. Only one commercial vehicle may be stored on any lot.
- B. Garages, or carports, ~~must themay not extend into the front yard beyond the be set back (recessed) a minimum of ten (10) feet from the~~ frontmost face of the house.
- C. Where alleys are present, alleys must be used as vehicular access to the lot.

D. Home Occupations:

Customary home occupations are defined as those carried out in the residence of the occupant but which do not generate traffic to or from the residence; nor do does it invite on-site customers or direct sales. Home occupations may not consume more than one-half (1/2) of the floor area of one story; provided further, that no person is employed in said occupation

other than a member of the immediate family residing in the home. No sign shall be used to advertise such occupation except as is provided in this section.

D.E. Signs:

1. Any sign provided for herein shall not materially alter the appearance of said lot or dwelling nor affect the welfare of the neighbors.
2. There shall be no electronic signs.
3. Any illuminated signs must be downward directional.
4. Signs pertaining to the lease or sale, or use of a lot or building may be placed on the property; provided that the total area of all such signs does not exceed six (6) square feet.
5. Signs bearing the name or occupation of an occupant, shall not exceed ~~one-six~~ (16) square foot for each family housed.
6. Signs not exceeding twelve (12) square feet in area may be erected upon the premises of a church, or other institution for the purpose of displaying the name and activities or services therein provided.
7. Notwithstanding any other provision of this chapter, non-illuminated political or campaign signs may be placed on the property. Any such signs may not be placed on the property so as to obstruct the vision of any driver of motor vehicles to the extent a safety hazard is created. All campaign signs must be removed within three (3) days after the election to which the sign relates.

17.17.030 - Lot area.

The minimum lot size shall be six thousand (6,000) square feet for each dwelling.

17.17.040 - Setbacks.

No building shall be erected, reconstructed, or altered so as to project in any manner beyond the property line.

Front Yard

- A. No new building shall be erected with its street wall or walls nearer than fifteen (15) feet to the front property line.
- B. Steps and/or ramps extending beyond the front wall of the building are exempt from the above provision.

Rear yard

There shall be a rear yard on every lot, with a minimum depth of twenty-four (24) feet.

Side yard

There shall be a side yard on each side of every building except as provided for accessory buildings. The minimum side setback shall be seven (7) feet and the least sum of the widths of both side yards shall be sixteen (16) feet.

Corner lot

In the case of a corner lot, the minimum side setback on the side street shall be fifteen (15) feet.

17.17.050 - Building Footprint

Each single-family residence shall have a minimum footprint of not less than seven hundred (700) square feet. Each unit of a two-family dwelling shall have a minimum footprint of not less than five hundred fifty (550) square feet including one bedroom, and another one hundred (100) square feet per each additional bedroom.

17.17.060 - Height.

No building shall exceed twenty-four (24) feet in height.

17.12.070 - Accessory buildings.

- A. Accessory buildings not more than fifteen (15) feet high may be located in the rear yard; provided such buildings occupy not more than twenty-five percent (25%) of the rear yard area; provided, further, such accessory buildings come not nearer than three (3) feet to any lot line.
- B. On corner lots, no wall of an accessory building shall be nearer to a side street property line than the side wall of the main building.
- C. Industrial storage (freight containers) are not permitted.

17.17.080 - Vacant lots.

Vacant lots shall be maintained and kept free of weeds. Certain uses of vacant lots may be permitted by written authority of the building inspector and the board of adjustment, with the consent of the owners of eighty percent (80%) of the property within three hundred (300) feet of the lot or lots.

17.17.090 - Construction.

All construction shall be in accordance with the City's adopted Building Code.

17.17.100 – Outdoor Features, Storage and Temporary Storage (see Definitions)

- A. Outdoor storage of materials is not permitted other than typical items designed for residential outdoor use~~Non-permanent parking structures may not be erected in the front yard without a permit for a set period of time, not to exceed 12 months while a permanent structure is being constructed.~~
- B. Propane Tanks are not permitted in front yards
- C. Recreational Fires: Must only be located in rear yards; and shall not be conducted within 25 feet of a structure or combustible material. A portable outdoor fireplace shall only be used in accordance with manufacturer's instructions and may not be operated within 15 feet of a structure or combustible material. (See International Fire Code Section 307 Open Burning, Recreational Fires and Portable outdoor fireplaces).
- ~~D. No Class A or C or 5th wheel recreational vehicles, or campers greater than sixteen (16) feet are allowed to be parked on the property~~

Chapter 17.16 RESIDENCE B DISTRICT

17.16.010 – Purpose and Intent.

The purpose of the Residential B District is to promote residential uses with greater density than Residential A. This takes the form of small lots as well as smaller footprints for single family homes; and more opportunities for multi-family housing.

17.16.020 Uses.

Within any Residence B District, no building, structure, or premises shall be used, arranged, or designed to be used, except for one or more of the following uses:

Primary Uses

- A. Any use permitted in Residence A District;
- B. Multi-family dwelling units meeting the design standards set forth herein;
- C. Each single-family residence or other main buildings shall have a total floor area, under roof, of not less than five hundred (500) square feet, twenty percent (20%) of which may be on a second floor above ground. Each multiple-family dwelling shall have an area of not less than four hundred (400) square feet including first bedroom and one hundred fifty (150) square feet additional for each additional bedroom for each family, which may be distributed on two floors above ground;

Accessory Uses

Accessory uses customarily incidental to any of the above permitted uses, but not including the conduct of a business or industry or any driveway or walk giving access thereto:

- A. A private garage on the same lot with or within the building to which it is accessory, and in which garage no business or industry is conducted. Garage space may be provided for two motor vehicles on any lot and may be provided for one additional motor vehicle for each one thousand (1,000) square feet of lot area by which such lot area exceeds five thousand (5,000) square feet. Only one commercial vehicle may be stored on any lot.
- B. Garages, or carports, ~~they may not extend into the front yard beyond the must be set back (recessed) a minimum of ten (10) feet from the~~ frontmost face of the house.
- C. Where alleys are present, alleys must be used as vehicular access to the lot.
- D. Home Occupations:

Customary home occupations are defined as those carried out in the residence of the occupant, but which do not generate traffic to or from the residence; nor do does it invite on-site customers or direct sales. Home occupations may not consume more than one-half (1/2) of the floor area of one story; provided further, that no person is employed in said occupation other than a member of the immediate family residing in the home. No sign shall be used to advertise such occupation except as is provided in this section.

E. Signs:

Any sign provided for herein shall not materially alter the appearance of said lot or dwelling nor affect the welfare of the neighbors.

1. There shall be no electronic signs.
2. Any illuminated signs must be downward directional.
3. Signs pertaining to the lease or sale, or use of a lot or building may be placed on the property, provided that the total area of all such signs does not exceed six (6) square feet.
4. Signs bearing the name or occupation of an occupant shall not exceed ~~one-6~~ (16) square foot for each family housed.
5. Signs not exceeding twelve (12) square feet in area may be erected upon the premises of a church, or other institution for the purpose of displaying the name and activities or services therein provided.
6. Notwithstanding any other provision of this chapter, non-illuminated political or campaign signs may be placed on the property. Such signs may not be placed on the property to obstruct the vision of any driver of motor vehicles to the extent a safety hazard is created. All campaign signs must be removed within three (3) days after the election to which the sign relates.

17.16.030 – Lot area.

The minimum lot area requirements shall be as follows:

Single-family dwelling	5,000 square feet
Two-family dwelling	6,000 square feet
Three-family dwelling	7,500 square feet
Four-family dwelling	10,000 square feet.

17.16.040 – Setbacks

No building shall be erected, reconstructed, or altered to project in any manner beyond the property line.

Front yards

- A. No new building shall be erected with its street wall or walls nearer than twenty-five (25) feet to the front property line.
- B. Steps and/or ramps, uncovered porches and covered but unenclosed porches on the first story, which do not extend more than ten (10) feet beyond the front wall of the building, are exempt from the foregoing provisions.

Rear yards.

There shall be a rear yard on every lot, which rear yard shall have a minimum depth of twenty-four (24) feet for a one-story building, thirty (30) feet for a two-story building and thirty-six (36) feet for a three story building.

Side yards.

There shall be a side yard on each side of every building except as above provided for accessory buildings. The minimum width of any side yard and the least sum of the widths of both side yards shall be as follows:

Height	Least Widths of Side Yard	Least Sum of Widths of Both Side Yards
Sixteen (16) feet	Five (5) feet	Fourteen (14) feet
Twenty-eight (28) feet	Six (6) feet	Fifteen (15) feet
Thirty-six (36) feet	Eight (8) feet	Twenty (20) feet.
45 feet in height	Fifteen (15) feet each side	N/A

Corner lot.

In the case of a corner lot, the minimum side setback on the side street shall be fifteen (15) feet.

17.16.050 - Building Footprint

Each single-family residence or other main buildings shall have a total floor area, under roof, of not less than five hundred (500) square feet, twenty percent (20%) of which may be on a second floor above ground.

Each multiple-family dwelling shall have an area of not less than four hundred (400) square feet including first bedroom and one hundred fifty (150) square feet additional for each additional bedroom for each family, which may be distributed on two floors above ground.

17.16.060 Height.

No building shall exceed forty-five (45) feet. Multi-family dwellings may be higher than forty-five (45) feet with a Conditional Use Permit and Design Review with the Zoning Commission.

Buildings proposed to be more than 45 feet in height shall be submitted for design review with the Zoning Commission. Conditions that will be placed on such projects include but are not limited to:

1. Landscaping
2. Increased setbacks

17.16.070 Accessory buildings.

- A. Accessory buildings not more than fifteen (15) feet in height may be located in the rear yard; provided such buildings occupy not more than twenty-five percent (25%) of the rear yard area; provided, further, such accessory buildings come not nearer than three (3) feet to any lot line.
- B. On corner lots, no wall of an accessory building shall be nearer to a side street property line than the side wall of the main building.
- C. Industrial storage (freight containers) are NOT permitted.

17.16.080 Vacant lots.

Vacant lots shall be maintained and kept free of weeds. Certain uses of vacant lots may be permitted by written authority of the building inspector and the board of adjustment, with the consent of the owners of eighty percent (80%) of the property within three hundred (300) feet of the lot or lots.

17.16.090 Construction.

All construction shall be in accordance with the City's adopted Building Code.

17.12.100 – Outdoor Features, Storage and Temporary Storage (see Definitions)

- A. Non-permanent parking structures may not be erected in the front yard without a permit for a set period, not to exceed 12 months while a permanent structure is being constructed.
- B. Propane Tanks are not permitted in front yards
- C. Recreational Fires: Shall only be in rear yards; and shall not be conducted within 25 feet of a structure or combustible material. A portable outdoor fireplace shall only be used in accordance with manufacturer's instructions and may not be operated within 15 feet of a structure or combustible material. (See International Fire Code Section 307 Open Burning, Recreational Fires and Portable outdoor fireplaces)

17.16.110 - Parking

Parking shall be provided on property at a ratio of 2 spaces for each unit plus 1 guest space for every three (3) units.

Chapter 17.20 BUSINESS-RESIDENCE RESIDENTIAL BUSINESS DISTRICT

17.20.010 Purpose Statement.

The purpose of the Business-Residential district is to provide a transitional zone of residential uses blended with opportunities for low-impact commercial uses between fully commercial and fully residential districts. Historically, the district has been occupied by residential uses with some low-impact businesses intermixed.

17.20.010-020 Uses.

Within any Business-Residence District, no building, structure, or premises shall be used, arranged, or designed to be used except for one or more of the following uses:

Permitted Uses:

- A. Any primary or accessory uses permitted in a Residence A, A2 or Residence B Districts;
- B. Detached dwellings for not more than four (4) families or housekeeping units;
- C. Dormitories or apartment houses, boardinghouses, or roominghouses;

Conditional Uses:

- D. Any Certain businesses may be placed permitted in this district only by the written approval of the board Board of adjustment Adjustment. Such businesses shall be low-impact, i.e., not inviting traffic (other than consecutive vehicular trips for clients); non-retail.

Evaluating such applications shall follow the process detailed in Conditional Use Permit (17.10) with special consideration given to visual impact on neighboring residential uses. after written application, together with submission of plans and specifications showing actual location of proposed building and general arrangements on any piece of ground, it being the intention to restrict this area to service units and business as specifically outlined and still maintain a practical standard for residents, with the board of adjustment to make such decision in each case regarding:

1. Location of buildings;
2. Type of business other than above;
3. Type of building;
4. Setback line;
5. Side yard, if any; and
6. Lot area and other pertinent items as are consistent with good zoning practice and the practical development of this district.

17.20.030 Signs.

Any sign provided for herein shall not materially alter the appearance of said lot or dwelling nor affect the welfare of the neighbors.

- A. There shall be no electronic signs.
- B. Any illuminated signs must be downward directional.

-
- C. Signs pertaining to the lease or sale, or use of a lot or building may be placed on the property, provided that the total area of all such signs does not exceed eight (8) square feet.
 - D. Signs bearing the name or occupation of an occupant shall not exceed six (6) square foot for each family housed.
 - E. Signs not exceeding twelve (12) square feet in area may be erected upon the premises of a church, or other institution for the purpose of displaying the name and activities or services therein provided.
 - F. Notwithstanding any other provision of this chapter, non-illuminated political or campaign signs may be placed on the property. Such signs may not be placed on the property so as to obstruct the vision of any driver of motor vehicles to the extent a safety hazard is created. All campaign signs must be removed within three (3) days after the election to which the sign relates.

17.20.040 – Outdoor Features, Storage and Temporary Storage (see Definitions)

- A. Outdoor storage of materials is not permitted other than typical items designed for residential outdoor use.
- B. Propane Tanks are not permitted in front yards.
- C. Recreational Fires: Shall only be in rear yards; and shall not be conducted within 25 feet of a structure or combustible material. A portable outdoor fireplace shall only be used in accordance with manufacturer’s instructions and may not be operated within 15 feet of a structure or combustible material. (See International Fire Code Section 307 Open Burning, Recreational Fires and Portable outdoor fireplaces)

17.20.050 – Performance Standards

- A. Setbacks and building footprints for all buildings shall conform to the standards listed in Residential B District.
- B. Height of buildings may not be taller than adjacent properties that are in a different district; and may not exceed 45 feet (see Conditional Use above).
- C. Parking shall be in accordance with Chapter 17.34
- E. Provided, however, that all buildings shall be so placed that there shall be a front yard having a depth of not less than twenty five (25) feet from the inside sidewalk line on what is now U. S. Highway 2 as it runs on Ninth Street and Minnesota Avenue, also on Utah Avenue in the district, and a side yard of not less than ten (10) feet on the street side of all corner lots. Such yards, front and side, shall be entirely unoccupied by any structure or building.

(Ord. 1359, 1987)

17.20.020-060 Vacant lots.

Vacant lots shall be maintained and kept free of weeds. Certain uses of vacant lots may be permitted by written authority of the building inspector and the board of adjustment, with the consent of the owners of eighty percent (80%) of the property within three hundred (300) feet of the lot or lots.

These shall be kept free of debris, rubbish, or garbage at all times. Special uses of vacant lots may be permitted by written authority of the building inspector and the board of adjustment, with the consent of the owners of eighty percent (80%) of the property within three hundred (300) feet of the lot or lots.

~~(Ord. 1359, 1987)~~

17.20.030-070 Construction.

~~All construction shall be in accordance with the City's adopted Building Code.~~

~~All construction shall be of a standard approved by the building inspector.~~

17.20.040 Signs.

~~A. Signs pertaining to the lease, sale, or use of a lot or building may be placed thereon; provided, that the total area of all, such signs does not exceed eight square feet; provided, further, that on a lot or dwelling and pertaining to the use thereof or bearing the name or occupation of an occupant shall not exceed one square foot for each family housed. A sign or building board not exceeding twelve (12) square feet in area may be erected upon the premises of a church, or other institution, for the purpose of displaying the name and activities or services therein provided. Any sign provided for herein shall not materially alter the appearance of said lot or dwelling nor affect the welfare of the neighbors.~~

~~B. The above paragraph shall not apply to that property in the Business Residential District fronting on U. S. Highway #2.~~

~~C. Notwithstanding any other provision of this chapter, non illuminated political or campaign signs may be placed on the property. Any such signs may not be placed on the property so as to obstruct the vision of any driver of motor vehicles to the extent a safety hazard is created. All campaign signs must be removed within three days after the election to which the sign relates.~~

~~(Ord. 1594 § 118, 2002; Ord. 1394, 1988; Ord. 1359, 1987)~~

CITY OF LIBBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 9 / 24

Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
1000 GENERAL						
310000 TAXES						
	311010 Real Property Taxes	2,847.78	29,266.42	463,093.00	433,826.58	6 %
	312000 Penalty & Interest on Delinquent Taxes	361.24	894.51	1,220.00	325.49	73 %
	314140 Local Option Tax	7,655.54	23,713.43	81,500.00	57,786.57	29 %
	314150 3% Cannabis Tax	0.00	4,564.73	13,000.00	8,435.27	35 %
	Account Group Total:	10,864.56	58,439.09	558,813.00	500,373.91	10 %
320000 LICENSES AND PERMITS						
	321020 Coin Operated Amusement Licenses	0.00	0.00	300.00	300.00	0 %
	322010 Alcoholic Beverage Licenses and Permits	70.00	436.00	7,500.00	7,064.00	6 %
	322020 Business Licenses	390.00	1,470.00	30,590.00	29,120.00	5 %
	322025 Business Licenses Late Fee/Penalty	0.00	0.00	35.00	35.00	0 %
	323050 Street Opening Permits	100.00	600.00	900.00	300.00	67 %
	Account Group Total:	560.00	2,506.00	39,325.00	36,819.00	6 %
330000 INTERGOVERNMENTAL REVENUES						
	335110 Live Card Game Table Permit	0.00	0.00	450.00	450.00	0 %
	335120 Video Gaming Machine Permits	0.00	25.00	21,250.00	21,225.00	0 %
	335230 HB 124 Ent.	164,535.75	164,535.75	658,143.00	493,607.25	25 %
	Account Group Total:	164,535.75	164,560.75	679,843.00	515,282.25	24 %
340000 CHARGES FOR SERVICES						
	342010 Law Enforcement Fees	0.00	0.00	500.00	500.00	0 %
	343320 Sales of Cemetery Plots	1,000.00	4,500.00	16,500.00	12,000.00	27 %
	343340 Opening & Closing Charges	3,000.00	12,850.00	16,200.00	3,350.00	79 %
	343350 Perpetual Care Niche Wall	0.00	0.00	260.00	260.00	0 %
	346040 Camping Facilities Fees	730.75	4,557.75	5,360.00	802.25	85 %
	346050 Fireman's Park Dumping Fees	143.00	586.96	775.00	188.04	76 %
	Account Group Total:	4,873.75	22,494.71	39,595.00	17,100.29	57 %
350000 FINES AND FORFEITURES						
	351030 City Courts	2,142.00	9,887.00	37,500.00	27,613.00	26 %
	351031 Vic Witness Surcharge-City	0.00	50.00	475.00	425.00	11 %
	Account Group Total:	2,142.00	9,937.00	37,975.00	28,038.00	26 %
360000 MISCELLANEOUS REVENUE						
	361000 Rents/Leases	5,585.08	17,177.24	75,160.00	57,982.76	23 %
	361001 LCRFD Firehall Rent Received	0.00	12,000.00	12,000.00	0.00	100 %
	362000 Miscellaneous Revenue	256.10	18,596.00	32,020.00	13,424.00	58 %
	362003 Tree Trimming	0.00	0.00	1,000.00	1,000.00	0 %
	365001 DNRC - Arbor Day Grant	0.00	0.00	850.00	850.00	0 %
	Account Group Total:	5,841.18	47,773.24	121,030.00	73,256.76	39 %
370000 INVESTMENT EARNINGS						
	371010 Investment Earnings	2,138.43	8,483.40	30,000.00	21,516.60	28 %
	Account Group Total:	2,138.43	8,483.40	30,000.00	21,516.60	28 %
	Fund Total:	190,955.67	314,194.19	1,506,581.00	1,192,386.81	21 %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
2350 Local Government Study Commission						
310000 TAXES						
	314130 Local Government Study Commission	0.00	0.00	30,000.00	30,000.00	0 %
	Account Group Total:	0.00	0.00	30,000.00	30,000.00	0 %
	Fund Total:	0.00	0.00	30,000.00	30,000.00	0 %
2386 IP SETTLEMENT						
370000 INVESTMENT EARNINGS						
	371010 Investment Earnings	2,154.91	6,823.77	23,000.00	16,176.23	30 %
	Account Group Total:	2,154.91	6,823.77	23,000.00	16,176.23	30 %
	Fund Total:	2,154.91	6,823.77	23,000.00	16,176.23	30 %
2387 Special Grants						
330000 INTERGOVERNMENTAL REVENUES						
	337001 Police Special Grants	0.00	0.00	59,000.00	59,000.00	0 %
	337002 Streets Special Grants	0.00	0.00	5,000.00	5,000.00	0 %
	337003 City Special Grants	0.00	0.00	25,000.00	25,000.00	0 %
	Account Group Total:	0.00	0.00	89,000.00	89,000.00	0 %
	Fund Total:	0.00	0.00	89,000.00	89,000.00	0 %
2394 Building Code Enforcement						
320000 LICENSES AND PERMITS						
	323010 Building Permits	0.00	4,819.00	50,000.00	45,181.00	10 %
	Account Group Total:	0.00	4,819.00	50,000.00	45,181.00	10 %
	Fund Total:	0.00	4,819.00	50,000.00	45,181.00	10 %
2410 Lighting Maint.						
360000 MISCELLANEOUS REVENUE						
	363010 Maintenance Assessments	251.15	2,885.12	70,000.00	67,114.88	4 %
	363040 Penalty & Interest Special Assessments	28.71	61.09	200.00	138.91	31 %
	Account Group Total:	279.86	2,946.21	70,200.00	67,253.79	4 %
370000 INVESTMENT EARNINGS						
	371010 Investment Earnings	397.93	1,292.46	5,200.00	3,907.54	25 %
	Account Group Total:	397.93	1,292.46	5,200.00	3,907.54	25 %
	Fund Total:	677.79	4,238.67	75,400.00	71,161.33	6 %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
2510 Street Maint (Sprinkling)						
360000 MISCELLANEOUS REVENUE						
	363010 Maintenance Assessments	566.87	6,511.63	160,000.00	153,488.37	4 %
	363040 Penalty & Interest Special Assessments	64.88	138.06	400.00	261.94	35 %
	Account Group Total:	631.75	6,649.69	160,400.00	153,750.31	4 %
370000 INVESTMENT EARNINGS						
	371010 Investment Earnings	439.11	1,451.97	3,000.00	1,548.03	48 %
	Account Group Total:	439.11	1,451.97	3,000.00	1,548.03	48 %
	Fund Total:	1,070.86	8,101.66	163,400.00	155,298.34	5 %
2820 Gas Tax HB 76						
330000 INTERGOVERNMENTAL REVENUES						
	335040 Gasoline Tax Apportionment	12,968.09	38,799.38	159,946.00	121,146.62	24 %
	Account Group Total:	12,968.09	38,799.38	159,946.00	121,146.62	24 %
370000 INVESTMENT EARNINGS						
	371010 Investment Earnings	621.02	1,952.30	5,000.00	3,047.70	39 %
	Account Group Total:	621.02	1,952.30	5,000.00	3,047.70	39 %
	Fund Total:	13,589.11	40,751.68	164,946.00	124,194.32	25 %
2821 SB 536/HB 473 BARSSA						
330000 INTERGOVERNMENTAL REVENUES						
	334200 SLIPA Grant - HB 355	0.00	0.00	231,304.00	231,304.00	0 %
	Account Group Total:	0.00	0.00	231,304.00	231,304.00	0 %
	Fund Total:	0.00	0.00	231,304.00	231,304.00	0 %
2959 Community Development Fund						
370000 INVESTMENT EARNINGS						
	371010 Investment Earnings	6,287.98	20,003.45	65,000.00	44,996.55	31 %
	373010 Interest on Economic Development	0.00	0.00	375.00	375.00	0 %
	373020 Principal on Economic Development	0.00	0.00	2,000.00	2,000.00	0 %
	Account Group Total:	6,287.98	20,003.45	67,375.00	47,371.55	30 %
	Fund Total:	6,287.98	20,003.45	67,375.00	47,371.55	30 %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
2992 American Recovery Plan Act						
330000 INTERGOVERNMENTAL REVENUES						
	331991 American Recovery Plan Act (ARPA)	178,785.21	170,109.46	147,018.00	-23,091.46	116 %
	Account Group Total:	178,785.21	170,109.46	147,018.00	-23,091.46	116 %
	Fund Total:	178,785.21	170,109.46	147,018.00	-23,091.46	116 %
3200 MINERAL AVE. SID PROJECT						
360000 MISCELLANEOUS REVENUE						
	363001 Mineral Avenue Special Improvement District	0.00	235.22	2,150.00	1,914.78	11 %
	363040 Penalty & Interest Special Assessments	0.00	6.51	50.00	43.49	13 %
	Account Group Total:	0.00	241.73	2,200.00	1,958.27	11 %
	Fund Total:	0.00	241.73	2,200.00	1,958.27	11 %
5210 WATER UTILITY						
330000 INTERGOVERNMENTAL REVENUES						
	334006 MCEP - Libby Creek Community	0.00	0.00	460,000.00	460,000.00	0 %
	Account Group Total:	0.00	0.00	460,000.00	460,000.00	0 %
340000 CHARGES FOR SERVICES						
	343021 Metered Water Sales	165,132.14	478,656.00	1,714,600.00	1,235,944.00	28 %
	343022 Unmetered Water Sales	100.00	100.00	1,200.00	1,100.00	8 %
	343023 Bulk Water Sales	0.00	362.19	300.00	-62.19	121 %
	343028 Water Plant Investment Fees (PIF)	0.00	10,644.61	13,200.00	2,555.39	81 %
	Account Group Total:	165,232.14	489,762.80	1,729,300.00	1,239,537.20	28 %
360000 MISCELLANEOUS REVENUE						
	362000 Miscellaneous Revenue	2,241.98	3,341.98	3,000.00	-341.98	111 %
	363040 Penalty & Interest Special Assessments	495.32	495.32	50.00	-445.32	991 %
	Account Group Total:	2,737.30	3,837.30	3,050.00	-787.30	126 %
370000 INVESTMENT EARNINGS						
	371010 Investment Earnings	8,256.09	26,168.94	80,000.00	53,831.06	33 %
	Account Group Total:	8,256.09	26,168.94	80,000.00	53,831.06	33 %
	Fund Total:	176,225.53	519,769.04	2,272,350.00	1,752,580.96	23 %
5310 SEWER UTILITY						
330000 INTERGOVERNMENTAL REVENUES						
	331077 DLA Grant Sewer System Bar Screen	0.00	-10,714.38	0.00	10,714.38	%
	334061 MT COAL Waste Water PLC Grant	0.00	-26,318.89	464,000.00	490,318.89	-6 %
	334062 DNRC/RRGL Waste Water PLC Grant	0.00	0.00	125,000.00	125,000.00	0 %
	334063 CDBG Waste Water PLC Grant.	0.00	0.00	600,000.00	600,000.00	0 %
	334064 1st & Montana Lift Station	0.00	0.00	1.00	1.00	0 %

CITY OF LIBBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 9 / 24

Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
5310 SEWER UTILITY						
	Account Group Total:	0.00	-37,033.27	1,189,001.00	1,226,034.27	-3 %
340000 CHARGES FOR SERVICES						
	343031 Sewer Service Charges	89,714.30	247,274.47	899,300.00	652,025.53	27 %
	343034 Sewer Plant Investment Fees (PIF)	0.00	6,642.00	23,133.00	16,491.00	29 %
	343036 Miscellaneous Sewer Revenue	100.00	200.00	1,200.00	1,000.00	17 %
	Account Group Total:	89,814.30	254,116.47	923,633.00	669,516.53	28 %
360000 MISCELLANEOUS REVENUE						
	362000 Miscellaneous Revenue	0.00	100.00	1,200.00	1,100.00	8 %
	363040 Penalty & Interest Special Assessments	0.00	0.00	50.00	50.00	0 %
	Account Group Total:	0.00	100.00	1,250.00	1,150.00	8 %
370000 INVESTMENT EARNINGS						
	371010 Investment Earnings	2,292.96	7,418.58	20,000.00	12,581.42	37 %
	Account Group Total:	2,292.96	7,418.58	20,000.00	12,581.42	37 %
	Fund Total:	92,107.26	224,601.78	2,133,884.00	1,909,282.22	11 %
7120 FIRE RELIEF AGENCY FUND						
310000 TAXES						
	311010 Real Property Taxes	366.41	3,979.37	51,645.00	47,665.63	8 %
	Account Group Total:	366.41	3,979.37	51,645.00	47,665.63	8 %
	Fund Total:	366.41	3,979.37	51,645.00	47,665.63	8 %
	Grand Total:	662,220.73	1,317,633.80	7,008,103.00	5,690,469.20	19 %

10/17/24
12:53:56

CITY OF LIBBY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 9 / 24

Report ID: B100ZA

1000 GENERAL

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
410200 Executive Servicees(council)	3,448.62	11,439.87	65,034.00	65,034.00	53,594.13	18%
410360 City Court	0.00	0.00	34,347.00	34,347.00	34,347.00	0%
410500 Financial Services	3,982.03	7,275.06	66,408.00	66,408.00	59,132.94	11%
410600 Elections	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
411030 Planning	447.45	1,210.95	10,000.00	10,000.00	8,789.05	12%
411100 Legal Services	8,113.93	16,765.83	56,386.00	56,386.00	39,620.17	30%
411200 Facilities Administration(city hall)	17,436.56	34,152.68	160,652.00	160,652.00	126,499.32	21%
411240 Facilities Improvements-City Hall	0.00	0.00	3,700.00	3,700.00	3,700.00	0%
Account Group Total:	33,428.59	70,844.39	406,527.00	406,527.00	335,682.61	17%
420000 PUBLIC SAFETY						
420100 Law Enforcement Services	36,854.43	168,290.19	595,171.00	595,171.00	426,880.81	28%
420400 Fire Protection & Control	8,317.52	20,517.08	117,579.00	117,579.00	97,061.92	17%
420402 Fire hall roof loan intercap	0.00	0.00	3,500.00	3,500.00	3,500.00	0%
Account Group Total:	45,171.95	188,807.27	716,250.00	716,250.00	527,442.73	26%
430000 Public Works						
430200 Road & Street Services	10,783.79	20,659.13	165,355.00	165,355.00	144,695.87	12%
430262 Sidewalks & Curbs	370.00	5,251.00	25,000.00	25,000.00	19,749.00	21%
430900 Cemetary Services	4,638.36	12,663.02	48,148.00	48,148.00	35,484.98	26%
Account Group Total:	15,792.15	38,573.15	238,503.00	238,503.00	199,929.85	16%
440000 PUBLIC HEALTH						
440600 Animal Control Services	0.00	12,000.00	12,000.00	12,000.00	0.00	100%
Account Group Total:	0.00	12,000.00	12,000.00	12,000.00	0.00	100%
460000 CULTURE AND RECREATION						
460430 Parks	6,250.89	17,180.20	58,451.00	58,451.00	41,270.80	29%
460437 Forestry & Nursery	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
460438 DNRC - Arbor Day Grant	0.00	0.00	850.00	850.00	850.00	0%
Account Group Total:	6,250.89	17,180.20	61,301.00	61,301.00	44,120.80	28%
510000 MISCELLANEOUS						
510300 Other Unallocated Costs	0.00	48,327.00	72,000.00	72,000.00	23,673.00	67%
Account Group Total:	0.00	48,327.00	72,000.00	72,000.00	23,673.00	67%
Fund Total:	100,643.58	375,732.01	1,506,581.00	1,506,581.00	1,130,848.99	25%

2350 Local Government Study Commission

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
411870 Local Government Review	0.00	0.00	30,000.00	30,000.00	30,000.00	0%
Account Group Total:	0.00	0.00	30,000.00	30,000.00	30,000.00	0%
Fund Total:	0.00	0.00	30,000.00	30,000.00	30,000.00	0%

2386 IP SETTLEMENT

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
480000 CONSERVATION OF NATURAL RESOURCES						
480200 IP Money	0.00	0.00	205,000.00	205,000.00	205,000.00	0%
Account Group Total:	0.00	0.00	205,000.00	205,000.00	205,000.00	0%
Fund Total:	0.00	0.00	205,000.00	205,000.00	205,000.00	0%

10/17/24
12:53:56

CITY OF LIBBY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 9 / 24

Report ID: B100ZA

2387 Special Grants

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
411200 Facilities Administration(city hall)	16,237.00	16,237.00	25,000.00	25,000.00	8,763.00	65%
Account Group Total:	16,237.00	16,237.00	25,000.00	25,000.00	8,763.00	65%
420000 PUBLIC SAFETY						
420100 Law Enforcement Services	1,007.49	1,007.49	59,000.00	59,000.00	57,992.51	2%
Account Group Total:	1,007.49	1,007.49	59,000.00	59,000.00	57,992.51	2%
430000 Public Works						
430200 Road & Street Services	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
Account Group Total:	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
Fund Total:	17,244.49	17,244.49	89,000.00	89,000.00	71,755.51	19%

2394 Building Code Enforcement

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
420000 PUBLIC SAFETY						
420531 Building Inspection	79.78	2,947.54	50,000.00	50,000.00	47,052.46	6%
Account Group Total:	79.78	2,947.54	50,000.00	50,000.00	47,052.46	6%
Fund Total:	79.78	2,947.54	50,000.00	50,000.00	47,052.46	6%

2410 Lighting Maint.

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430263 Utilities	3,639.69	10,923.75	179,182.00	179,182.00	168,258.25	6%
Account Group Total:	3,639.69	10,923.75	179,182.00	179,182.00	168,258.25	6%
Fund Total:	3,639.69	10,923.75	179,182.00	179,182.00	168,258.25	6%

2510 Street Maint (Sprinkling)

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430200 Road & Street Services	7,869.00	22,782.24	281,685.00	281,685.00	258,902.76	8%
Account Group Total:	7,869.00	22,782.24	281,685.00	281,685.00	258,902.76	8%
Fund Total:	7,869.00	22,782.24	281,685.00	281,685.00	258,902.76	8%

2820 Gas Tax HB 76

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430200 Road & Street Services	3,653.64	23,900.96	313,600.00	313,600.00	289,699.04	8%
Account Group Total:	3,653.64	23,900.96	313,600.00	313,600.00	289,699.04	8%
Fund Total:	3,653.64	23,900.96	313,600.00	313,600.00	289,699.04	8%

10/17/24
12:53:56

CITY OF LIBBY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 9 / 24

Report ID: B100ZA

2821 SB 536/HB 473 BARSSA

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430200 Road & Street Services	3,000.00	3,330.00	539,657.00	539,657.00	536,327.00	1%
430201 SLIPA Expenditures	0.00	0.00	231,304.00	231,304.00	231,304.00	0%
Account Group Total:	3,000.00	3,330.00	770,961.00	770,961.00	767,631.00	0%
Fund Total:	3,000.00	3,330.00	770,961.00	770,961.00	767,631.00	0%

2959 Community Development Fund

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
470000 Housing and Community Development						
470300 Economic Development	0.00	0.00	200,000.00	200,000.00	200,000.00	0%
Account Group Total:	0.00	0.00	200,000.00	200,000.00	200,000.00	0%
Fund Total:	0.00	0.00	200,000.00	200,000.00	200,000.00	0%

2992 American Recovery Plan Act

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430102 ARPA Expenditures	0.00	1,740.00	147,018.00	147,018.00	145,278.00	1%
Account Group Total:	0.00	1,740.00	147,018.00	147,018.00	145,278.00	1%
Fund Total:	0.00	1,740.00	147,018.00	147,018.00	145,278.00	1%

3200 MINERAL AVE. SID PROJECT

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
490000 DEBT SERVICE						
490504 SID LOAN PAYBACK TO LADC FUND	0.00	0.00	2,146.00	2,146.00	2,146.00	0%
Account Group Total:	0.00	0.00	2,146.00	2,146.00	2,146.00	0%
Fund Total:	0.00	0.00	2,146.00	2,146.00	2,146.00	0%

4001 City Hall CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
411241 City Buildings CIP	0.00	0.00	192,612.00	192,612.00	192,612.00	0%
Account Group Total:	0.00	0.00	192,612.00	192,612.00	192,612.00	0%
Fund Total:	0.00	0.00	192,612.00	192,612.00	192,612.00	0%

10/17/24
12:53:56

CITY OF LIBBY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 9 / 24

Report ID: B100ZA

4003 Fire Department CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
420000 PUBLIC SAFETY						
420404 Fire Department CIP	0.00	0.00	106,000.00	106,000.00	106,000.00	0%
Account Group Total:	0.00	0.00	106,000.00	106,000.00	106,000.00	0%
Fund Total:	0.00	0.00	106,000.00	106,000.00	106,000.00	0%

4002 Police Department CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
420000 PUBLIC SAFETY						
420104 Police Department CIP	0.00	0.00	78,931.00	78,931.00	78,931.00	0%
Account Group Total:	0.00	0.00	78,931.00	78,931.00	78,931.00	0%
Fund Total:	0.00	0.00	78,931.00	78,931.00	78,931.00	0%

4004 Streets CIP Fund

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430204 Streets CIP	10,300.00	10,300.00	43,437.00	43,437.00	33,137.00	24%
Account Group Total:	10,300.00	10,300.00	43,437.00	43,437.00	33,137.00	24%
Fund Total:	10,300.00	10,300.00	43,437.00	43,437.00	33,137.00	24%

5210 WATER UTILITY

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430500 Water Operating	86,976.42	250,712.31	1,260,433.00	1,260,433.00	1,009,720.69	20%
430594 Preliminary Engineering Report	0.00	0.00	30,000.00	30,000.00	30,000.00	0%
430596 MCEP - Libby Creek Community	0.00	0.00	460,000.00	460,000.00	460,000.00	0%
Account Group Total:	86,976.42	250,712.31	1,750,433.00	1,750,433.00	1,499,720.69	14%
490000 DEBT SERVICE						
490200 RD LOAN WTR DIST. (\$2,268k)	7,485.00	26,663.78	172,585.00	172,585.00	145,921.22	15%
490201 DNRC COAL SEVERANCE WATER BOND H2O	9,035.60	9,035.60	16,926.00	16,926.00	7,890.40	53%
490202 DNRC WRF - 14298 WATER BOND LOAN	0.00	65,150.00	129,688.00	129,688.00	64,538.00	50%
490203 DNRC LOAN \$800,000 FOR DAM	28,638.05	28,638.05	53,484.00	53,484.00	24,845.95	54%
490204 RD BOND FLOWER CREEK	10,784.00	32,352.00	129,409.00	129,409.00	97,057.00	25%
490205 RD BOND FLOWER CREEK	1,652.00	4,956.00	19,825.00	19,825.00	14,869.00	25%
Account Group Total:	57,594.65	166,795.43	521,917.00	521,917.00	355,121.57	32%
Fund Total:	144,571.07	417,507.74	2,272,350.00	2,272,350.00	1,854,842.26	18%

5211 Water Department CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430504 Water CIP	0.00	10,695.22	300,000.00	300,000.00	289,304.78	4%
Account Group Total:	0.00	10,695.22	300,000.00	300,000.00	289,304.78	4%
Fund Total:	0.00	10,695.22	300,000.00	300,000.00	289,304.78	4%

10/17/24
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CITY OF LIBBY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 9 / 24

Report ID: B100ZA

5310 SEWER UTILITY

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	%
430000 Public Works						
430500 Water Operating	529.95	529.95	0.00	0.00	-529.95	0%
430600 Sewer Operating	62,552.63	190,858.96	829,812.00	829,812.00	638,953.04	23%
430642 Sewer Improvements PLC	176,655.68	150,336.79	1,189,000.00	1,189,000.00	1,038,663.21	13%
430643 Sewer Improvements 1st & Montana	0.00	0.00	3.00	3.00	3.00	0%
Account Group Total:	239,738.26	341,725.70	2,018,815.00	2,018,815.00	1,677,089.30	17%
490000 DEBT SERVICE						
490210 USDA-RD BOND LOAN PAYMENT CABINET	5,532.00	16,596.00	66,385.00	66,385.00	49,789.00	25%
490220 USDA-RD BOND WASTE-WATER PLANT	9,822.95	24,864.83	48,684.00	48,684.00	23,819.17	51%
Account Group Total:	15,354.95	41,460.83	115,069.00	115,069.00	73,608.17	36%
Fund Total:	255,093.21	383,186.53	2,133,884.00	2,133,884.00	1,750,697.47	18%

5311 Sewer Department CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	%
430000 Public Works						
430604 Sewer CIP	0.00	0.00	181,427.00	181,427.00	181,427.00	0%
Account Group Total:	0.00	0.00	181,427.00	181,427.00	181,427.00	0%
Fund Total:	0.00	0.00	181,427.00	181,427.00	181,427.00	0%

Grand Total: 546,094.46 1,280,290.48 9,083,814.00 9,083,814.00 7,803,523.52 14%