



City of Libby Libby Montana

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REGULAR COUNCIL MEETING #1685 **MONDAY, SEPTEMBER 15, 2025 @ 7:00 PM** **COUNCIL CHAMBERS – CITY HALL**

CALL TO ORDER:

- Pledge of Allegiance
- Prayer by Joseph Miller
- Roll Call
- Welcome/Announcements
- Approve minutes for Regular Council Meeting #1683 dated August 18, 2025 and #1684 dated September 2, 2025.

REPORTS:

STAFF:

- City Administrator Report

COUNCIL COMMITTEES:

- Budget
- Building
- Cemetery/Parks
- Fire
- Lights/Streets/Sidewalks
- Ordinance
- Water/Sewer
- Wildlife

BOARDS:

- Board of Health

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.

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. Legal Services' Agreement related to AFFF/PFAS Litigation Services-introduction.
2. LOR- Transportation Grant
3. LOR-Reserve Program Grant
4. 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.

1. Chamber of Commerce request for long'term building lease.
2. Community Development Corridor Job Description-discussion.

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: 9/11/25

MCA 2-3-212. Minutes of meetings. Minutes must include without limitation: (a) the date, time, and place of the meeting; (b) a list of the individual members of the public body, agency, or organization who were in attendance; (c) the substance of all matters proposed, discussed, or decided; and (d) at the request of any member, a record of votes by individual members for any votes taken.

UNAPPROVED MINUTES

The Libby City Council held regular meeting #1683 on Monday, August 18, 2025, in the Council Chamber at Libby City Hall.

Call to Order:

The meeting was called to order at 7:00 pm by Mayor Williams.

Present were Mayor Williams, Councilors Melissa Berke, Gail Burger, Ethan Kolp, Kristin Smith, Hugh Taylor, Brian Zimmerman, Administrator Sam Sikes, Clerk/Treasurer Leann Monigold, and (via Zoom) City Attorney Dean Chisholm.

Announcements: Mayor Williams announced the next meeting would be Tuesday, September 2nd because of Labor Day.

Approve minutes for Regular Council meetings #1682 held August 4, 2025:

Councilor Zimmerman **MADE A MOTION** to approve City Council meeting minutes 1682, Councilor Burger **SECONDED**.

Public Comment:

DC Orr read his public comment written in the meeting minutes, expressed his concern about the IP Settlement money, and accused Council of not answering public questions.

Councilors Burke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Administrator Report: Administrator Sikes clarified the misreport in the newspaper regarding Mary Wages, who is alive and well. Mr. Sikes will close out the SLIPA Grant when he returns from vacation and announced Phase 2 of the project on Spruce Steet has started and should be done in 30-40 days. There was a meeting with WWC Engineering regarding the hydrology study and spoils pile, once they finish the plan it will be brought to council for acceptance and consideration of the project moving forward. Building permits: 3 sold for the month of July, 2 major house remodels and 1 new roof for a total of \$724.

Committee Reports:

Cemetery/Parks: Councilor Berke reported the Parks Committee met on August 13th to discuss ideas about the placement of the wings that are currently lying on their side in Peace Officer Park. Another meeting is scheduled next week to discuss the options.

Public Comment Non-Agenda:

Jennifer McCulley, 49 Hope Drive. representing the Kootenai River Development Council (KRDC) board of directors spoke about KRDC's role in supporting local economic projects and expressed their interest in partnering with the city on administration of the community and economic development.

DC Orr requested more transparency from KDRC by giving reports at Council meetings.

Public Hearing Community Development Block Grant (CDBG):

Mayor Williams opened the Public Hearing at 7:13pm.

Mike Fraser explained back in 2018 the city did an amendment to the Preliminary Engineering Report (PER) for the wastewater system. The city spent \$30,000 on the amendment, which \$15,000 was a grant, \$15,000 was city contribution. In 2020 the PER identified needs within the wastewater system, collection, transmission and treatment. In 2020 Montana Department of Commerce had a Delivering Local Assistance Grant, a one-time effort. The city submitted a \$475,000 application to replace the bar screen at the wastewater plant, that was successful. Other options were looked at, rather than having the large screen and the headworks, decided to put it in the infield pump station, because that took all the solids out of the inflow to the pumps, which are 50 years old and had a tremendous history of clogging. Went ahead with the design, and because the change in location, the project cost went from \$475,000 to about \$800,000. This was at the time American Recovery Plan act came out, the city was able to get a \$573,000 grant to pay the difference. The bar screen is completed and doing exactly what it was intended to do, reducing maintenance. Next item was the control system installed initially with the system. The city was unable to get boards and computer components to keep running unless they went to eBay. In 2021 the city submitted applications to the Community Development Block Grant (CDBG) program, the Montana Coal Endowment Program (MCEP), and the Renewable Resource Grant and Loan Program (RRGL) totaling \$1,225,000, which, combined with remaining ARPA funds, brought the total to \$1.4 million. This funding also covered completion of three main replacement projects. In sum, between the bar screen and control system projects, the city has successfully leveraged approximately \$2.2 million in grant funding, with the only direct City contribution being the initial \$15,000 from the 2018 PER., emphasizing the importance of maintaining an updated PER, which positions

the city competitively for grant opportunities. By keeping wastewater rates relatively high and working the plan, the city can plan to do a \$1.5 million project every two years with grant money.

The last component in the 2018 PER, is the Montana/1st Street lift station, unsure when the first one was installed, but now is the third version that has sort of been cobbled together, explaining the problems. Applications for the lift station project were submitted in 2023 and 2024, resulting in \$500,000 from the Montana Coal Endowment Program and \$125,000 from the Renewable Resource Grant and Loan Program. The city now seeks to supplement these awards with a Community Development Block Grant (CDBG), for which applications are due in October. CDBG funds are intended to benefit low- to moderate-income households, and the City qualifies, with 67% of residents meeting income eligibility thresholds.

Nicole Radiski, TD&H Engineering, confirmed the critical need to replace the lift station, reiterating that the facility's condition significantly increases maintenance burdens and poses operational risks.

Councilor Smith agreed it had been a headache for a number of years and inquired about the City's success rate with CDBG applications and if successful, when the announcement will be made. Mr. Fraser stated that since 2020 the city has not failed and would know after the first of the year if the grant has been secured.

Public Comment: None.

Mayor Williams adjourned the Public Hearing at 7:24pm.

Public Hearing 2025-2025 Budget:

Mayor Williams opened the Public Hearing at 7:24.

Mayor Williams presented a PowerPoint for the proposed FY2025–26 budget. The General Fund revenue is projected at \$1,563,254, with property taxes contributing \$493,047, based on 137.14 mills valued at \$3,913 per mill. With 123.17 mills supporting the General Fund and 13.97 mills the Fire Relief Fund. HB124 revenues, redistributed state-collected fees, is the largest income source, slightly above property taxes. Additional revenues include local option tax, cannabis licensing, permits, and cemetery service fees. Mayor Williams highlighted the non-construction grants that were received in FY 25.

Expenditures are balanced at \$1,563,254, with law enforcement accounting for the largest portion, followed by fire protection and public works. Payroll totals \$2,053,414 for 36 employees, reflecting a 1.5% collective bargaining increase and a 1% longevity step. Major cost increases include rising fuel, electricity, garbage disposal, and sludge disposal.

Identified future street projects, including 8th Street between Dakota and Boulevard, 6th Street by the courthouse, and 10th Street near McDonald's, following completion of Spruce Street Phases I and II.

Designated fund balances as of June 30, 2025, included \$127,534 in the Lighting Fund, \$133,585 in the Street Maintenance Fund, \$1,643,942 in the Community Development Fund, \$503,810 in ARPA funds (being closed out), \$1,968,217 in the International Paper Fund (IP) \$60,000 annual irrigation subsidy), and \$171,093 in the Fire Relief Fund. The Mineral Avenue SID remains active until 2027 to repay improvements. Utility projects include the Libby Creek water line upgrade with a \$460,000 grant, future reservoir and main replacements, and replacement of filtration tanks estimated at \$14–15 million. Sewer system reserves are now at recommended levels, though deferred maintenance includes a press room roof, grit chamber effectiveness, and replacement of oxygen circulators.

The City's Capital Improvement Plan (CIP) was highlighted as a major success; funding equipment purchases and infrastructure repairs without loans. Investments have included Fire Department SCBAs, patrol cars, a Kubota mower, cemetery tractor, sidewalks, and building roof repairs. Upcoming needs include a new fire engine (2029) and replacement of the City Hall heating system. Enterprise accounts show progress, with \$460,000 secured for water line upgrades and a long-term goal of replacing deteriorating filtration tanks estimated at \$14–15 million. Sewer operations, while stabilized, still require oxygen circulation upgrades and improved grit removal.

As of June 30, 2025, designated fund balances included \$1,643,942 in the Community Development Fund, \$1,968,217 in the International Paper Fund (covering \$60,000 in annual irrigation subsidies), \$171,093 in the Fire Relief Fund, \$127,534 in the Lighting Fund, and \$133,585 in the Street Maintenance Fund.

Councilor Smith commended Mr. Sike and the City staff, stating that while elected officials come and go, the caliber of staff currently in place is what allows the city to move forward efficiently and is beneficial. Emphasizing everyone needs to contact their legislatures and hammer them about releasing the handcuffs on municipalities to be able to govern themselves, because a lot is being done and it's a huge testament to quality of staff, because the budget people look at, they think, Oh, \$10 million but when you think about the level of effort and work and services provided, the conservation that the staff actually takes into consideration when managing their budget is really huge, everybody should be very proud of the work being accomplished.

Public Comment:

D.C. Orr thanked Clerk/Treasurer Monigold for her assistance in processing late-submitted materials and praised Council bringing back the Capital Improvement Plan, which he called a “genius” move. Mr. Orr expressed concern about transparency regarding International Paper funds (IP), citing historic issues with legal representation and grant mismanagement, and asked for more transparency for the accounting of the IP money.

Mayor Williams adjourned the Public Hearing at 7:55

New Business:

Approve Resolution # 2059, fixing annual appropriations for the City of Libby for 2025-2026 budgets:

Councilor Zimmerman **MADE A MOTION** to approve Resolution 2059, Councilor Smith **SECONDED**.

Public Comment: None

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve Resolution # 2060, setting tax levy for the year 2026 upon all real property in the City of Libby for General and Special Purposes:

Councilor Zimmerman **MADE A MOTION** to approve Resolution 2060, Councilor Smith **SECONDED**.

Public Comment: None

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Kootenai Heritage Council request for Community Development Funds-introduction:

Gary Huntsberger, president of the Kootenai Heritage Council, requested Community Development funds to help replace the automatic burner in the heating system at the Memorial Center. Mr. Huntsberger described the background and maintenance that has been done to the heating system and provided an estimate from McKinstry to replace the burner, describing it as reasonable.

Councilor Smith inquired if they have reached out to Lincoln County Community Foundation. Mr. Huntsberger said they have reached out to many foundations for different

projects and felt this project aligned with the Community Development Funds application requirements. Ms. Smith commented that the Memorial Center is a critical community element for Libby and beyond, and because of the board of volunteers that adds to its crucial role for the events held there. Mr. Hunsberger explained 50 events were held there last year and described what the facility can offer to accommodate the events.

Public Comment:

DC Orr inquired what the dollar was for the estimate. Mayor Williams pointed out the estimate was included with the supporting docs.

Bri Hilliard commented on what the Memorial Center provides when the Veterans Stand-down was hosted there and spoke in favor of the request.

Mayor Williams announced the item will be added to the September 2nd agenda for decision.

Approve RFQ advertising for grant writer using approximately \$200,000 as a startup money:

Mayor Williams asked Council, regarding Jen McCully's comment about seeing if the city can partner with KRDC, if they want to hold off on the decision of a grant writer to see if the two can meld together or if they would like to move forward with the grant writer.

Councilor Berger would like everything to remain in house.

Councilor Zimmerman supports partnering, to have somebody out there able to reach out to community members and different organizations, working together on who needs what, whether it is the park and rec, downtown, highway, business, etc., whatever can be done and have it come together after starting. Believing the wage would eventually be paid through the grants and the \$200,000 could go towards the start of having someone full-time for the community and for the City of Libby.

Councilor Smith agrees with Mr. Zimmerman and believes the city needs more than just a grant writer and feels it would be more comprehensive to have conversations with the KRDC board about what that relationship would look like.

Councilor Burger **MADE A MOTION** to proceed forward with looking for a grant writer, Councilor Berke **SECONDED**.

Councilor Berke suggested looking for a grant writer now while waiting to have discussions with KDRC, so somebody is looking for grants.

Council continued discussions about a full-time grant writer or working with a group like KDRC that would offer more than just writing grants.

Public Comment:

Gary Huntsberger inquired whether KRDC was still active and suggested the Council consider a different approach by consulting a grant writer or an organization that writes grants to ask if they are going in the right direction before hiring a full-time grant writer. Feeling grant writers do better if they have specific projects, they are trying to get funding for.

DC Orr inquired if KRDC was still solvent and in business.

Council continued discussions about how a grant writer would get paid and approximately what the current hourly rate was for that service, some Council members had concerns about the \$200,000 as a starting expenditure to hire a grant writer. Councilors Smith, Taylor, and Zimmerman felt there needed to be more discussion before a decision could be made on hiring a grant writer.

Councilor Burger **WITHDREW THE MOTION**. Mayor Williams said they would continue the discussion on a later date to try to get some more clarity and inquiring if Council would like to form a committee or group to look at that and would take volunteers.

Approve all claims received to date:

Councilor Zimmerman **MADE A MOTION** to approve all business claims received to date, Councilor Smith **SECONDED**.

Mayor Williams reminded the public that if anyone is interested in viewing the claims they are available during the day of the meeting.

Public Comment: None

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve all business license applications received to date:

Apex Landscaping & Contracting LLC, BB Composites Inc, DJ' Hauling Services, Food 4 Thought, Gel-ous Nails, Honey Do's, and Valkyre Coatings.

Councilor Zimmerman **MADE A MOTION** to approve all business license applications received to date, Councilor Burger **SECONDED**.

Public Comment: None

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Unfinished Business: None

General Comments from Council:

Councilor Smith stated, for the record, KRDC does still exist, meet very rarely, and have tried to reestablish a relationship with Lincoln County Port Authority (LCPA), but now that will not an option, KRDC has approximately \$50,000 in the account.

Councilor Kolp informed Council the sod has been installed around the Skate Park. Councilor Zimmerman inquired about the benches that were requested. Councilor Kolp volunteered to help with the sod and was uncertain about the status.

ADJOURNMENT:

Councilor Zimmerman **MADE A MOTION** to adjourn, Councilor Smith **SECONDED**.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Mayor Williams adjourned the meeting at 8:31 pm.

Mayor Peggy Williams

Attest: _____
Clerk/Treasurer Leann Monigold

MCA 2-3-212. Minutes of meetings. Minutes must include without limitation: (a) the date, time, and place of the meeting; (b) a list of the individual members of the public body, agency, or organization who were in attendance; (c) the substance of all matters proposed, discussed, or decided; and (d) at the request of any member, a record of votes by individual members for any votes taken.

UNAPPROVED MINUTES

The Libby City Council held regular meeting #1684 on Tuesday, September 2, 2025, in the Council Chamber at Libby City Hall.

Call to Order:

The meeting was called to order at 7:00 pm by Mayor Williams.

Present were Mayor Williams, Councilors Melissa Berke, Gail Burger, Ethan Kolp, Kristin Smith, Hugh Taylor, Brian Zimmerman, Administrator Sam Sikes, Clerk/Treasurer Leann Monigold, and (via Zoom) City Attorney Dean Chisholm.

Announcements: Mayor Williams announced the annual Chainsaw Carving Event will begin Thursday.

Committee Reports:

Administrator Report: Administrator Sikes reported the city has received three Statements of Qualifications for the Wastewater Preliminary Engineering Report (PER) and the review process will begin shortly. WWC Engineers provided a draft engineering plan and hydrology study for the spoils pilot project, hoping to complete that planning within two months for Council consideration. Phase I of the Spruce Street reconstruction will be closed out this week, only costing the city \$63,000 because of the \$231,000 SLIPA grant. Phase II began two weeks ago and is expected to be completed within three weeks, though drainage and waterline issues have caused some delays. Fireman's Park campground has closed for the season, except for three campers staying for the Circle Swede Gravel Ride event. Security cameras have been purchased for Fireman's Park, and installation will begin shortly in coordination with MMIA requirements.

Streets Supervisor: Justin Williams reported for the months of July and August, the striping and painting of downtown streets has been completed. Cemetery services included 8 cremations and 1 burial in July, and 5 cremations and 1 burial in August. Crew performed reservoir sampling, cleaning brush from around the storm retention pond, hauling waste from the wastewater treatment plant to the landfill, and yearly inspection of pressure-reducing valves (PRV) with seven repairs, sprinkler repairs in Riverfront Park, Cemetery, and along the Boulevard, street cleaning, storm drain cleaning. Sewer line cleaning and camera inspections have been completed on 69% of the mains, been gathering items for the auction taking place in September. A 10-inch water main rupture occurred August 29th near

6th and Nevada, requiring emergency repair. Crews completed sidewalk replacements, alley grading, and ditch cleaning. Illegal hydrant use continues to be a problem, and residents are encouraged to report any suspicious activity.

Police: Chief Ercanbrack reported 301 cases for the month compared to 219 in August 2024. Calls included 2 assaults, 13 disturbances, 7 threats, 9 thefts, 1 mental health call, 1 vagrancy, 11 welfare checks, 17 public assists, 9 911 calls, 2 juvenile problems, 8 ordinance violations, 24 suspicious activity calls, 10 crashes, 2 DUIs, 2 drug cases, and 132 traffic stops. Officer Smart and Officer Steffenson are doing well with field training; Officer Smart finishes this week. The Police Department hosted a defensive tactics training course attended by Sheriff's Office deputies, Troy and Eureka Police, and Border Patrol.

Councilor Smith inquired about the 24 suspicious calls, Chief Ercanbrack responded 1 ended up being a drug case, 8 were officers driving around and saw something and addressed it, the others were concerned citizens to address an issue.

Finance: Clerk/Treasurer Monigold reported the FY 2025-26 budget has been complied, awaiting signatures then will be submitted to the State.

Public Comment Non-Agenda:

D.C. Orr raised concerns about delays in public records requests involving police reports and temporary restraining orders. Cautioning Council, the actions of one elected official can reflect on all.

PUBLIC HEARING Conditional Use Permit - Monica Riley request to operate salon at 1004 Idaho Ave.:

Mayor Williams opened the Public Hearing at 7:21pm.

Monica Riley requested a Conditional Use Permit to operate a salon in her residence at 1004 Idaho Ave. Ms. Riley explained that the home has sufficient off-street parking, appointments will be scheduled for one client at a time, there will be no signs, no structural changes will be made.

Public Comment:

Mr. Orr, a neighbor, expressed support.

Mayor Williams noted that attached to the application were comments from the nearest neighbors, none of whom had any negative comment to make.

Mayor Williams adjourned the Public Hearing at 7:26pm.

PUBLIC HEARING Conditional Use – Bill Corbit request for mobile trailer to be used as accessory dwelling at 191 Ravenwood:

Mayor Williams opened the Public Hearing at 7:26.

Bill Corbett requested a Conditional Use Permit to place a mobile home on an acre adjacent to his current residence, intending to sell the main home to his son.

Mayor Williams pointed out pictures of the location were distributed of his home and the lot and there was a comment from Christy Gary supporting the placement of the trailer, also neighbors' comments, none of which protested. Mayor Williams explained the map.

Public Comment:

DC Orr expressed support for the Accessory Dwelling Unit Ordinance and hoped more people would take advantage of it.

Mayor Williams adjourned the Public Hearing at 7:30pm.

New Business:

Conditional use permit - Monica Riley Request to operate salon at 1004 Idaho Ave- decision.:

Councilor Smith **ABSTAINED**.

Councilor Zimmerman **MADE A MOTION** to approve the Conditional use permit for Monica Riley at 1004 Idaho Avenue, Councilor Berke **SECONDED**.

Public Comment: None

Councilors Berke, Burger, Kolp, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Conditional use permit - Bill Corbit request for mobile trailer to be used as accessory dwelling at 191 Ravenwood-decision:

Councilor Burger **ABSTAINED**.

Mayor Williams stated the correct address is actually 193 Ravenwood Drive.

Councilor Zimmerman **MADE A MOTION** to approve the request from Bill and Mike Corbett for the mobile trailer to be used at their property at 193 Ravenwood, 193.
Councilor Smith **SECONDED**.

Councilor Smith expressed support noting the shortage of housing in Libby, the adjacent land use is similar and wouldn't care if it continued to be rented by someone else in the future, with the condition the home be properly skirted.

Public Comment: None

Councilors Berke, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Chamber of Commerce request for long-term building lease-introduction:

Miranda Craven, Chamber Director, requested a long-term land lease and memorandum of understanding for the Chamber building at 905 West 9th Street, currently leased for \$1 per year. Ms. Craven explained a long-term agreement is needed to qualify for grant opportunities.

Mayor Williams clarified because they are seeking these grants, they need to have that long term lease which will give them some ownership. Explaining the original lease started out given them ownership but within six years the building was given to the city.

Councilor Smith expressed full support and believed Council should be expedient getting it done, the city doesn't need to take on that building and believed a good-looking building would be important for the Chamber to continue operating.

Councilor Kolp commented he believes that building serves as the local tourism and information center as well. Mayor Williams confirmed that.

Mayor Williams stated they plan to have that agreement ready for the next meeting.

City Attorney Chisholm explained either you own the property, or you don't, giving examples of what could be done in that situation and the lease language. Councilor Smith stated a long-term lease would satisfy the grant.

Public Comment:

Gary Hunsberger expressed support for the agreement.

DC Orr suggested clarifying the exact parameters of the real estate so there is no confusion of the area the Chamber can utilize.

Kootenai Heritage Council request for Community Development Funds-decision:

Gary Huntsberger, president of the Kootenai Heritage Council, requested \$19,672.57 from the Community Development funds to help replace the automatic burner in the heating system at the Memorial Center. Mr. Huntsberger described the work that needed to be done, as he had in the previous meeting and explained what grants have been received recently.

Councilor Zimmerman **MADE A MOTION** to approve Community Development Funds for the Kootenai Heritage Council for on their boiler, but in case there's anything unforeseen, suggested up to 25,000 if there are receipts to pay, Councilor Berke **SECONDED**.

Councilor Taylor does not support \$25,000, could see covering up to \$20,000.

Councilor Smith suggested keeping the amount of what the original estimate is.

Councilor Zimmerman **AMENDED THE MOTION** to the original amount requested.

Public Comment: None

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

LOR offer to grant fund replacement of Ponderosa Kitchen Equipment- decision:

Tabitha Viergutz with LOR Foundation explained one of the deputy clerks reached out with a grant request for the Emergency Community Shelter equipment. Some of the kitchen equipment in the Ponderosa Room has reached its shelf life and that room pairs as the Emergency Center for the City of Libby. Proposal is \$2,480 to replace the refrigerator, dishwasher, range stove, and cover delivery fees.

Mayor Williams commented explained the condition of the current appliances.

Public comment:

Gary Huntsberger agreed with the need to update.

Councilor Smith **MADE A MOTION** to accept the contribution from LOR for \$2480 for the Ponderosa Room upgrade, Councilor Burger **SECONDED**.

Public Comment: None

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

LOR offer to grant fund Council Chambers Audio and Visual Equipment-decision:

Tabitha Viergutz with LOR Foundation explained the Clerk/Treasurer and City Administrator reached out for a grant request to update the audio-visual equipment, to improve the engagement of the public with local government and explained the TVs would be on rollers that could be moved around so it would be easier for the public to engage. Proposal is \$24,000 and includes audio and visual components needed for the upgrade and has been approved by the LOR Foundation. Clerk/Treasurer Monigold elaborated on the audio equipment included.

Councilor Smith **MADE A MOTION** to accept LOR's commitment of \$24,000 to upgrade audio and visual equipment to better engage residents, Councilor Zimmerman **SECONDED**.

Public Comment: None

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve Planning Board recommendation for Board Vacancy – Jaden Ueland:

Councilor Burger **ABSTAINED**.

Mayor Williams explained that Planning Board term would expire in January of 2027 to bring the terms to compliance, two terms would then expire each year.

Jaden Ueland introduced himself.

Councilor Smith **MADE A MOTION** to appoint Jayden to the Planning Board, Councilor Berke **SECONDED**.

Public Comment:

DC Orr said the Planning Board has struggled historically to meet its legal and procedural requirements. noting for two years, the board operated without forming a Zoning Commission and lacked understanding of its duties. Councilor Berke called **POINT OF ORDER** questioning what that comment had to do with the appointment. Mr. Orr said he was encouraging Mr. Ueland to educate himself.

Councilors Berke, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve Resolution # 2061 Declaring Certain City of Libby Property as Surplus and Authorizing Its Disposal at Auction:

Mayor Williams read Resolution 2061 and explained the 15x21 portable dance floor included.

Councilor Smith **MADE A MOTION** to approve Resolution 2061, Councilor Burger **SECONDED**.

Public Comment:

DC Orr commented he wanted to make sure none of the items belonged to him.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve all claims received to date:

Councilor Zimmerman **MADE A MOTION** to approve all business claims received to date, Councilor Burger **SECONDED**.

Mayor Williams reminded the public that if anyone is interested in viewing the claims they are available during the day of the meeting.

Public Comment: None

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve all business license applications received to date:

Timberjack Handyman Services LLC.

Councilor Smith **MADE A MOTION** to approve all business license applications received to date, Councilor Zimmerman **SECONDED**.

Public Comment: None

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Unfinished Business:

Community Development Coordinator Job Description-discussion:

Mayor Williams explained the documents that were submitted, one is a draft job description for a Community Coordinator, the second is lengthier, explaining what is included.

Mayor Williams announced a meeting with Jen McCully with KDRC would be tomorrow at 4pm and everyone is invited to attend.

Councilor Burger suggested postponing the discussion until after the meeting with KRDC.

Public comment:

Tabitha Viergutz commented LOR is a free resource for fund sourcing for projects aimed at rural communities. They can assist in finding funding sources and reading through completed grants from the city. They also offer assistance for larger projects and can assist in proving the completion of grants free of charge. Their services are available to help find suitable funding sources for projects.

DC Orr expressed concerns about potential conflicts of interest between the City and KRDC, referencing past discussions. Questioning the purpose of the \$640,000 Cedar Street water main extension, suggesting it primarily benefits private development, and raised concerns about the long-term impact of such projects on city water and sewer infrastructure and how future expansion costs will be addressed. Councilor Smith called **POINT OF ORDER** questioning what that comment had to do with a grant writer. Mayor Williams told Mr. Orr to stay with the grant writer topic.

General Comments from Council:

Councilor Taylor announced the Study Commission would be publishing their preliminary findings on the 27th of September.

ADJOURNMENT:

Councilor Burger **MADE A MOTION** to adjourn, Councilor Berke **SECONDED**.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Mayor Williams adjourned the meeting at 8:15 pm.

Mayor Peggy Williams

Attest: _____

Clerk/Treasurer Leann Monigold



September 10, 2025

Contributing Organization: LOR Foundation

Applicant Organization: City Of Libby

Project Title: **Ensuring Safe Streets in Libby With Proper Signage**

Commitment Dollar Amount: \$6729

To the City of Libby:

This letter verifies that the LOR Foundation has committed to contribute \$6,729.00 to the City of Libby for the following activities: Purchase portable street signs, cones, and warning signage accessories. This project was brought forward to LOR, requested by the City of Libby Streets Supervisor, and approved to move forward to this council on September 10, 2025. 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 December 15, 2025, pending the completion of all expenditures. This commitment was made on September 10, 2025, and is contingent upon the City of Libby accepting the award by September 15, 2025. 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, appearing to read "Tabitha Viergutz", with a stylized flourish at the end.

Tabitha Viergutz
Libby Community Officer
406.250.5218
tabitha@lorfoundation.org



September 10, 2025

Reviewing Organization: LOR Foundation

Applicant Organization: City Of Libby

Project Title: **Implementing a Reserve Police Force to Assist Libby Officers**

Dollar Amount being considered: \$27,478

To the City of Libby:

This letter verifies that the LOR Foundation is currently reviewing a grant request in the amount of \$27,478 to the City of Libby for the following activities: Purchase equipment needed to outfit volunteers who will engage in the upcoming Reserve Police Force Program with the Libby Police Department. This project was brought forward to LOR, requested by Chief Cody Ercanbrack of the Libby Police Department, and is currently in review for funding, which should yield a decision before the end of September. If approved funding would be only for the designated project during the grant period, which will commence with the approval from the LOR Foundation, with the Libby City Council's acceptance of the grant funds, tonight, and will end on February 1, 2026, pending the completion of all expenditures. This grant is pending final LOR approval, and funding has not yet been committed. Should the grant receive approval, it must be paid within LOR's current quarter ending on September 30th, which is additionally contingent upon the City of Libby accepting the award should it be granted.

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,

Tabitha Viergutz

Libby Community Officer

406.250.5218

tabitha@lorfoundation.org



To Whom It May Concern:

We are excited to invite your organization to participate in **Hearts of Gold: A Celebration of Service**—a special evening dedicated to honoring the volunteers who make our community stronger, kinder, and more resilient.

Hosted by the LOR Foundation, **this event will take place on Friday, November 21, 2025, from 5:30 PM to 8:00 PM at the Libby Memorial Events Center.**

As a valued leader of a Libby service organization, you are invited to:

- Reserve a complimentary table for eight,
- Distribute the eight (8) included tickets among your staff, volunteers, and/or their plus-ones, and
- Provide written remarks about your organization's mission and a shoutout to one your volunteers who have gone above and beyond in recent years, to be shared from the podium.

All guests will enjoy a festive, welcoming atmosphere with champagne and desserts during the evening's 45-minute reception and uplifting community-led program. Non-alcoholic beverages will be complimentary, and a cash bar will be available. While this event will be slightly more upscale, there is no formal dress code—everyone is welcome.

And Hearts of Gold is more than just a night of celebration. We hope it will also be a catalyst. Attendees are encouraged to bring their ideas for improving our community and to connect with LOR about how we can help support the causes close to their hearts.

There is no cost to participate, but space is limited. To confirm your organization's spot, please reply to this message, email tabitha@lorfoundation.org, or call (406) 250-5218 by October 5, 2025.

We look forward to celebrating the inspiring, dedicated Libby volunteers who continue to show up. Because without them, none of it would be possible.

Warm regards,

Tabitha Viergutz
Libby Community Officer
LOR Foundation

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The **CITY OF LIBBY** (hereinafter the “Client”) hereby retains, STAG LIUZZA, L.L.C., (through attorney Michael Stag, LLC), EDWARDS & CULVER (through attorney John Edwards), KOVACICH, SNIPES, JOHNSON, P.C., (through attorney Mark Kovacich), BOONE KARLBERG, P.C., (through attorney Scott Stearns), and CLIENT FIRST LEGAL P.L.L.C. (through attorney Tim Young) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
Name Telephone E-mail

Business Matters: _____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to defending any legal proceeding or claim against the Client. With Client’s permission, however, Attorneys may elect to appear at such administrative or legal proceedings to protect Client’s rights. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims, the Client shall pay the Attorneys' fees (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered if the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

The Client agrees and acknowledges that the Attorneys are prosecuting this case as part of a joint venture. Under the joint venture, the Attorneys shall equally divide the Attorneys' Fees for Client's Claims related to the 3M and Dupont Settlements. (20% to Stag Liuzza L.L.C., 20% to Edwards & Culver, 20% to Kovacich, Snipes, Johnson, P.C., 20% to Boone Karlberg P.C., and 20% to Client First Legal P.L.L.C.).

As for all Attorneys' Fees for Client's Claims that do not qualify for the 3M and Dupont Settlements, Attorneys' Fees shall be divided as follows: 25% to Stag Liuzza L.L.C., 25% to Client First Legal P.L.L.C., with the remaining 50% split equally between Edwards & Culver, Kovacich, Snipes, Johnson, P.C., and Boone Karlberg, P.C.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of

recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge

administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

[SIGNER]

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Date

**JOHN EDWARDS FOR EDWARDS &
CULVER**

Date

**MARK KOVACICH FOR KOVACICH,
SNIPES, JOHNSON, P.C.**

Date

**SCOTT STEARNS FOR BOONE KARLBERG,
P.C.**

Date

**TIM YOUNG FOR CLIENT FIRST LEGAL
P.L.L.C.**

A RESOLUTION OF THE CITY OF LIBBY
AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES' AGREEMENT
RELATED TO AFFF/PFAS LITIGATION SERVICES

WHEREAS, the City of LIBBY ("the City") is committed to delivering clean drinking water to its customers; and

WHEREAS, the City is also committed to identifying parties responsible for increasing the costs of water treatment and system maintenance and taking reasonable steps to avoid passing on these costs to its consumers; and

WHEREAS, Edwards & Culver, Kovacich, Snipes, Johnson, P.C., Boone Karlberg, P.C., Stag Liuzza L.L.C., and Client First Legal P.L.L.C (the "Firms") have put together a team of uniquely qualified and experienced attorneys who have joined together to assist public entities in Montana facing the challenges posed by potential per- and polyfluoroalkyl substances ("PFAS"); and

WHEREAS, the Firms are comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving cost recovery related to remediation of water contamination; and

WHEREAS, the City's _____ has determined it to be in the City's best interest to enter into the Legal Services Agreement with the Firms and pursue any settlement and other legal damage claims it may have related to PFAS in the AFFF Product Liability Litigation; and

WHEREAS, the City desires to authorize the execution of the Legal Services' Agreement attached as Exhibit "A"; and

NOW THEREFORE BE IT RESOLVED by the City that the _____ is hereby authorized to execute the Legal Services' Agreement with the Firms based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit "A."

Name:

Title:

COMMERCIAL LAND LEASE AGREEMENT

Parties: This commercial lease agreement is made on the ____ day of 2025, by and between The City of Libby (the “Landlord”), and Libby Area Chamber of Commerce (the “Tenant”), with a business address at 905 W 9th Street, Libby, Montana 59923. This use includes three parking spots to be used for the Libby Area Chamber of Commerce purposes.

Land: The Landlord agrees to lease to the Tenant the commercial Land located at: 905 W 9th Street, Libby, Montana 59923.

Lease Term: The lease shall begin on _____ and continue for a period of _____ years, ending on _____, unless otherwise terminated in accordance with this Agreement.

Use of Land: The Land shall be used solely for the purpose of operating the Libby Area Chamber of Commerce. The Tenant agrees not to use or permit the use of the Land for any unlawful or prohibited purposes.

Rent: The Tenant shall pay \$_____ per year, in one lump sum, due on the _____ day of the month of _____. If the rent is not received within 30 days after the due date, a late fee of \$_____ will apply.

Utilities and Operating Costs: The following expenses shall be the responsibility of the:

TENANT: Utilities on the chamber building, janitorial services on the chamber building, telephone/internet for the chamber building, trash removal for the chamber’s trash, building improvements/costs of the chamber building, and building insurance and tenant liability insurance for the chamber’s building

LANDLORD: Property taxes, land liability insurance, lawn watering system maintenance and repairs, snow plowing and removal of snow in the parking lot, parking lot maintenance and upkeep, campground facilities maintenance and upkeep, RV dump station maintenance and upkeep, Fireman’s Park facility and bathroom maintenance and upkeep, EV charging station maintenance and upkeep, other structures or additions added to the property, and Libby Cemetery maintenance and upkeep.

Maintenance and Repairs: The Tenant shall keep the Land and building clean and in good condition. The Landlord shall be responsible for major repairs on the Land unless damage is due to Tenant negligence.

Alterations and Improvements: The Tenant shall not make any Land alterations or improvements without prior written consent from the Landlord.

Termination of Lease: Tenant acknowledges and agrees that Landlord reserves the right to sell the Land during the Term of the Lease. Should the Land be sold, the Chamber’s building can also be discussed for sale, whereas the funds made from the building itself would be given to the Libby Area Chamber of Commerce. Should the building not be sold, the terms of this lease survive. Notwithstanding any other provision of this Lease, Landlord may terminate the Lease upon 120 days written notice to Tenant.

Other Terms:

Landlord's Signature_____

Date_____

Printed Name_____

Tenant's Signature_____

Date_____

Printed Name_____

State of _____

County of _____

This instrument was acknowledged before me on
_____ (date).

By _____.

Signature of Notary Public

My Commission expires:_____

MEMORANDUM OF UNDERSTANDING

Date_____

This agreement is made between the first party, The City of Libby, and the second party, Libby Area Chamber of Commerce.

The parties agree that the building and crawlspace on the property of 905 West 9th Street, Libby, Montana, is owned, insured, and maintained by Libby Area Chamber of Commerce.

The parties agree that the City of Libby owns and maintains the land at 905 West 9th Street, Libby, Montana. The land shall be maintained and insured by The City of Libby.

The second party covenants and agrees that it will maintain and insure the building and crawlspace on the property of 905 West 9th Street, Libby, Montana. Should the second party decide to upgrade the outside of the building or replace the building, they must do so in a timely manner without doing harm to the property, along with putting the proposal in writing within 120 days to The City of Libby. The City of Libby shall have the right to accept or decline the proposal to upgrade the outside of the building or to replace the building.

*City of Libby Signature*_____

*Date*_____

*Printed Name*_____

*Libby Area Chamber of Commerce Signature*_____

*Date*_____

*Printed Name*_____

State of _____

County of _____

This instrument was acknowledged before me on
_____ (date).

By _____.

Signature of Notary Public

My Commission expires:_____

COMMERCIAL LAND LEASE AGREEMENT

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Land: The Landlord agrees to lease to the Tenant the commercial Land located at: 905 W 9th Street, Libby, Montana 59923.

Lease Term: The lease shall begin on _____ and continue for a period of _____ years, ending on _____, unless otherwise terminated in accordance with this Agreement.

Use of Land: The Land shall be used solely for the purpose of operating the Libby Area Chamber of Commerce. The Tenant agrees not to use or permit the use of the Land for any unlawful or prohibited purposes.

Rent: The Tenant shall pay \$_____ per year, in one lump sum, due on the _____ day of the month of _____. If the rent is not received within 30 days after the due date, a late fee of \$_____ will apply.

Utilities and Operating Costs: The following expenses shall be the responsibility of the:

TENANT: Utilities on the chamber building, janitorial services on the chamber building, telephone/internet for the chamber building, trash removal for the chamber's trash, building improvements/costs of the chamber building, and building insurance and tenant liability insurance for the chamber's building

LANDLORD: Property taxes, land liability insurance, lawn watering system maintenance and repairs, snow plowing and removal of snow in the parking lot, parking lot maintenance and upkeep, campground facilities maintenance and upkeep, RV dump station maintenance and upkeep, Fireman's Park facility and bathroom maintenance and upkeep, EV charging station maintenance and upkeep, other structures or additions added to the property, and Libby Cemetery maintenance and upkeep.

Maintenance and Repairs: The Tenant shall keep the Land and building clean and in good condition. The Landlord shall be responsible for major repairs on the Land unless damage is due to Tenant negligence.

Alterations and Improvements: The Tenant shall not make any Land alterations or improvements without prior written consent from the Landlord.

Termination of Lease: Tenant acknowledges and agrees that Landlord reserves the right to sell the Land during the Term of the Lease. Should the Land be sold, the Chamber's building can also be discussed for sale, whereas the funds made from the building itself would be given to the Libby Area Chamber of Commerce. Should the building not be sold, the terms of this lease survive. Notwithstanding any other provision of this Lease, Landlord may terminate the Lease upon 120 days written notice to Tenant.

Other Terms:

Landlord's Signature _____

Date _____

Printed Name _____

Tenant's Signature _____

Date _____

Printed Name _____

State of _____

County of _____

This instrument was acknowledged before me on

_____ (date).

By _____.

Signature of Notary Public

My Commission expires: _____

MEMORANDUM OF UNDERSTANDING

Date _____

This agreement is made between the first party, The City of Libby, and the second party, Libby Area Chamber of Commerce.

The parties agree that the building and crawlspace on the property of 905 West 9th Street, Libby, Montana, is owned, insured, and maintained by Libby Area Chamber of Commerce.

The parties agree that the City of Libby owns and maintains the land at 905 West 9th Street, Libby, Montana. The land shall be maintained and insured by The City of Libby.

The second party covenants and agrees that it will maintain and insure the building and crawlspace on the property of 905 West 9th Street, Libby, Montana. Should the second party decide to upgrade the outside of the building or replace the building, they must do so in a timely manner without doing harm to the property, along with putting the proposal in writing within 120 days to The City of Libby. The City of Libby shall have the right to accept or decline the proposal to upgrade the outside of the building or to replace the building.

City of Libby Signature _____ Date _____
Printed Name _____

Libby Area Chamber of Commerce Signature _____
Date _____ Printed Name _____

State of _____

County of _____

This instrument was acknowledged before me on
_____ (date).

By _____.

Signature of Notary Public

My Commission expires: _____

COMMERCIAL LEASE AGREEMENT

This lease made the 17th day of December, 1984, between the CITY OF LIBBY, Libby, Montana, the Lessor, and the LIBBY CHAMBER OF COMMERCE, INC., a Montana Nonprofit Corporation, the Lessee,

WITNESSETH:

WHEREAS, the Lessor is the owner of that certain real property commonly known as Fireman's Park located in Libby, Montana; and

WHEREAS, the City desires to lease a portion of said Fireman's Park for the purpose of constructing a Tourist Information and Visitors' Center upon approximately one (1) acre of Fireman's Park, said acre being more particularly described on Exhibit "A" attached hereto.

NOW THEREFORE, that for and in consideration of the payment of rents and the performance of all covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, the Lessor does hereby devise and lease to the said Lessee the above described one (1) acre parcel.

This lease is for two (2) terms. The first term commences December 17, 1984, and ends June 30, 1985. The rent for said term shall be Ten Dollars (\$10.00) and other good consideration payable in advance on December 17, 1984. The second term is for the term of five (5) years, commencing July 1, 1985. The rent for said term shall be payable in advance according to and in conformance with the following schedule:

<u>PAYMENT DATE</u>	<u>RENTAL PAYMENT</u>
July 1, 1985	\$ 1,218.75
January 1, 1986	\$ 1,218.75
July 1, 1986	\$ 6,218.75
January 1, 1987	\$ 975.00
July 1, 1987	\$ 5,975.00
January 1, 1988	\$ 731.25
July 1, 1988	\$ 5,731.25

<u>PAYMENT</u> <u>DATE</u>	<u>RENTAL</u> <u>PAYMENT</u>
January 1, 1989	\$ 487.50
July 1, 1989	\$ 5,487.50
January 1, 1990	\$ 243.75
July 1, 1990	\$ 5,243.75

The Parties hereto understand and agree that the above schedule is set to conform with the payment schedule of the Libby Chamber of Commerce Industrial Development Revenue Bonds referred to below.

The Lessee further covenants and agrees:

1. To construct the Tourist Information and Visitors' Center substantially in accordance with those plans as approved by the City of Libby, utilizing those funds received from the issuance of the Libby Chamber of Commerce Industrial Development Revenue Bonds;

2. The Lessee shall not authorize any variance from the plans as approved by the Lessor without the prior approval of the Lessor;

3. On the completion date, the Lessee shall deliver to the Lessor the following:

a) A certificate of completion by the general contractor,

b) A survey of the leased property,

c) A mechanic's lien waiver from the general contractor.

4. To promptly pay all rates and charges that may become payable for water, gas, electric current, telephone, or other agencies or utilities used, and all taxes and assessments due on the demised property during the term of this lease;

5. To comply with and obey all city, county, state and federal ordinances and laws;

6. To keep the premises and building in good order, to maintain the premises and building in as good repair as it is as of the date of completion of construction, reasonable wear and tear and damage by accidental fire or other casualty excepted;

7. Not to sublet the leased property or any part thereof or to assign this lease without the express written consent of the Lessor;

8. That the Lessee shall keep the leased property insured at its sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance with limits to be set by the Lessor for bodily injury and for property damage. Such policy shall name the Lessor and the Lessee as the insureds. The policy shall, to the extent obtainable, provide that any loss shall be payable to the Lessor notwithstanding any act or negligence of the tenant which might otherwise result in forfeiture of such insurance. All policies shall, to the extent obtainable, contain an agreement by the insureds that such policy shall not be canceled without at least ten (10) days prior written notice to the Lessor;

9. That the Lessor shall have the right, by itself, its agents and employees, to enter into and upon the leased premises during reasonable business hours for the purpose of examining and inspecting the same, and determining whether the Lessee shall have complied with its obligations hereunder, in respect of the care and maintenance of the premises and the repair or rebuilding of improvements thereon when necessary;

10. The Lessee shall have the option to extend and renew this lease only with the written consent of the Lessor, and under conditions and covenants mutually agreed upon by the parties, provided the Lessee shall give to the Lessor written notice of its intent to extend and renew this lease sixty (60) days prior to the termination of this lease.

LESSOR:

CITY OF LIBBY, MONTANA

By: 

Mayor

ATTEST:

Virginia McGill
City Clerk

LESSEE:

LIBBY CHAMBER OF COMMERCE, INC.
A Montana Nonprofit Corporation

By:

Paul Rummelhart
President

ATTEST:

Kathleen A. Hodge
Secretary

Chamber of Commerce Lease Agreement

BY THIS INDENTURE, made this 2 day of Oct, 2017, the **City of Libby, Montana**, a municipal corporation, hereinafter referred as the **Lessor**, does lease unto the **Libby Area Chamber of Commerce/Visitor's Information Center** hereinafter called the **Lessee**, subject to the reservation hereinafter made, that certain land, a one (1) acre parcel and building belonging to the City of Libby, Lincoln County, Montana, and primarily designed and used as a visitors information center, located near Fireman's Park.

TO HAVE AND HOLD the same unto the said Lessee for the primarily for the purpose of being a visitors information center, for the term beginning 10/2, 2017 and ending May, 31st 2027, at a yearly rental of one dollar (\$1.00). The parties agree to renew the lease there after on mutually agreeable terms, unless the lease is otherwise terminated by the Lessor.

NOW THEREFORE in consideration of the premises and mutual covenants and agreement herein contained, it is agreed as follows:

1. The Lessee shall use and permit the use of the leased premises primarily as a visitors information center and to keep the premises in a clean, safe, and proper condition for such use of all times.
2. The Lessor shall require all authorized user of the premises, as applicable, to provide evidence of a one million dollar (1,000,000.00) liability insurance policy.
3. The Lessee will be responsible for and will indemnify, save harmless, and defend the Lessor against and from any and all claims and suits for, and any and all liability, loss, or expense arising from, incidental to, or in connection with damage to or loss of property of the Lessor, the Lessee or of agents, servants, licensees, contractors, invitees, or employees of either, or of any other person, and against and from any and all claims and suits for, and any and all liability, loss, or expense arising from, incidental to, or in connection with injury to or death of persons including agents, servants, contractors, licensees, invitees, or employees of the Lessor or of the Lessee, or any other person which the damage, loss, injury, or death shall arise in any manner, directly or indirectly out of, incidental to, or connection with this lease, the demised premises, or the use or occupation. The Lessee

specifically agrees to relieve the Lessor of any and all liability for damage to contest of demised premises owned by or in the custody the Lessee or improvements therein owned by or in the custody of the Lessee, whether damaged by fire and extended coverage perils.

4. The Lessee shall permit the Lessor, its successors and assigns, and all persons from time to time designated by it, at all times to have free and unobstructed access to such portions of leased premises as shall be necessary or convenient for the proper conduct of their operations on the leased property.
5. The Lessee shall be responsible for and shall provide all proper upkeep, maintenance and repair of the premises, buildings located thereon, and all other improvements. The Lessee shall also pay promptly when due all cost of any and all utilities utilized and located on the leased premises.
6. The Lessee shall not assign this lease or underlet the whole or any portion of the leased premises without the prior written consent of the Lessor in each instance obtained and that upon any such assignment or under letting, whether voluntary, by operation of law, or by bankruptcy, this lease shall, at the written option of the Lessor exercised within sixty (60) days after notice of the facts, cease and determine forthwith.
7. The Lessee shall not erect or install buildings, structures, or other facilities and shall not make changes in or on the premises without the prior written consent of the Lessor.
8. The Lessee shall have the option to extend and renew this lease only with the written consent of the Lessor, and under conditions and covenants mutually agreed upon by the parties, provided the Lessee shall give to the Lessor written notice of its intent to

extend and renew this lease sixty (60) days prior to the termination of this lease.


9. The Lessee shall obey all federal, and State laws.

LESSOR:

CITY OF LIBBY, MONTANA

By: 
BRENT TESKE, MAYOR

ATTEST:


AUDREY Mc COLLUM, CITY CLERK

LESSEE:

LIBBY AREA CHAMBER OF COMMERCE

By: 
President, Libby Chamber of Commerce

STATE OF MONTANA)

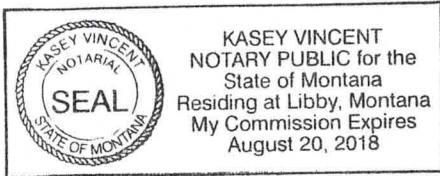
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County of Lincoln)

On this 2nd day of October, 2017, before me, a Notary Public for the State of Montana, personally appeared Brent Teske and Audrey Mc Collum, known to me to be, respectively, the Mayor and

City Clerk of the City that executed the within instrument and acknowledged to me that such City executed the same.

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



Kasey Vincent
Notary Public for the State of Montana
Residing at Libby, Montana
My Commission Expires 8-20-18

Untitled Map

Write a description for your map.

02

1.04

215

1.99

Chamber
Lease

Legend

Google Earth

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