



City of Libby Libby Montana

www.cityoflibby.com

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REGULAR COUNCIL MEETING #1687

MONDAY, OCTOBER 20, 2025 @ 7:00 PM
COUNCIL CHAMBERS – CITY HALL

CALL TO ORDER:

- Pledge of Allegiance
- Prayer by Mark Smith
- Roll Call
- Welcome/Announcements
- Approve minutes for Regular Council Meeting #1686, October 6, 2025

REPORTS:

- City Administrator Report

COUNCIL COMMITTEES:

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

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. Approve Legal Services' Agreement related to AFFF/Pfas Litigation Services - decision
2. Approve Resolution #2062 providing for the amendment of the budget for the fiscal year 2025-decision.
3. First Quarter budget review - decision.
4. Approve all claims received to date.
5. Approve all business license applications received to date:
 - a. Great White Construction, LLC, 2967 Enterprise Ave., Unit D, Billings, Montana
 - b. Macks Mountain Cleaning, PO Box 1642 Libby, Montana, House Cleaning

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-Discussion.
2. Grant Writer/Community Development Coordinator 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: 10/16
/25

**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.**

RESOLUTION 2063 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:

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1000 GENERAL

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
410200 Executive Servicees(council)	6,396.76	12,461.16	67,403.00	67,403.00	54,941.84	18%
410360 City Court	0.00	0.00	34,861.00	34,861.00	34,861.00	0%
410500 Financial Services	3,030.65	6,508.62	70,118.00	70,118.00	63,609.38	9%
410600 Elections	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
411030 Planning	277.64	1,834.44	10,000.00	10,000.00	8,165.56	18%
411100 Legal Services	5,063.20	14,754.60	57,403.00	57,403.00	42,648.40	26%
411200 Facilities Administration(city hall)	10,159.39	22,644.52	160,924.00	160,924.00	138,279.48	14%
411240 Facilities Improvements-City Hall	0.00	0.00	3,700.00	3,700.00	3,700.00	0%
Account Group Total:	24,927.64	58,203.34	414,409.00	414,409.00	356,205.66	14%
420000 PUBLIC SAFETY						
420100 Law Enforcement Services	66,279.67	194,032.52	624,588.00	624,588.00	430,555.48	31%
420400 Fire Protection & Control	10,165.01	23,258.13	110,510.00	110,510.00	87,251.87	21%
420402 Fire hall roof loan intercap	0.00	0.00	3,500.00	3,500.00	3,500.00	0%
Account Group Total:	76,444.68	217,290.65	738,598.00	738,598.00	521,307.35	29%
430000 Public Works						
430200 Road & Street Services	9,296.08	26,142.93	165,742.00	165,742.00	139,599.07	16%
430262 Sidewalks & Curbs	500.00	1,850.00	25,000.00	25,000.00	23,150.00	7%
430600 Sewer Operating	0.00	11.59	0.00	0.00	-11.59	0%
430900 Cemetery Services	5,356.34	11,253.58	64,411.00	64,411.00	53,157.42	17%
Account Group Total:	15,152.42	39,258.10	255,153.00	255,153.00	215,894.90	15%
440000 PUBLIC HEALTH						
440600 Animal Control Services	0.00	0.00	15,000.00	15,000.00	15,000.00	0%
Account Group Total:	0.00	0.00	15,000.00	15,000.00	15,000.00	0%
460000 CULTURE AND RECREATION						
460430 Parks	6,122.56	16,284.68	74,244.00	74,244.00	57,959.32	22%
460437 Forestry & Nursery	145.00	145.00	2,000.00	2,000.00	1,855.00	7%
460438 DNRC - Arbor Day Grant	0.00	0.00	850.00	850.00	850.00	0%
460439 MUCFA-Tree Care Grant	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
Account Group Total:	6,267.56	16,429.68	87,094.00	87,094.00	70,664.32	19%
510000 MISCELLANEOUS						
510300 Other Unallocated Costs	0.00	49,116.67	56,000.00	56,000.00	6,883.33	88%
Account Group Total:	0.00	49,116.67	56,000.00	56,000.00	6,883.33	88%
Fund Total:	122,792.30	380,298.44	1,566,254.00	1,566,254.00	1,185,955.56	24%

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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	1,111.30	25,580.00	25,580.00	24,468.70	4%
Account Group Total:	0.00	1,111.30	25,580.00	25,580.00	24,468.70	4%
Fund Total:	0.00	1,111.30	25,580.00	25,580.00	24,468.70	4%

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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	510,000.00	510,000.00	510,000.00	0%
Account Group Total:	0.00	0.00	510,000.00	510,000.00	510,000.00	0%
Fund Total:	0.00	0.00	510,000.00	510,000.00	510,000.00	0%

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2387 Special Grants

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
411200 Facilities Administration(city hall)	12,916.92	12,916.92	30,000.00	30,000.00	17,083.08	43%
Account Group Total:	12,916.92	12,916.92	30,000.00	30,000.00	17,083.08	43%
420000 PUBLIC SAFETY						
420100 Law Enforcement Services	0.00	0.00	50,000.00	50,000.00	50,000.00	0%
Account Group Total:	0.00	0.00	50,000.00	50,000.00	50,000.00	0%
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%
460000 CULTURE AND RECREATION						
460449 Other Programs	7,300.00	7,300.00	250,000.00	250,000.00	242,700.00	3%
Account Group Total:	7,300.00	7,300.00	250,000.00	250,000.00	242,700.00	3%
Fund Total:	20,216.92	20,216.92	335,000.00	335,000.00	314,783.08	6%

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2394 Building Code Enforcement

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
420000 PUBLIC SAFETY						
420531 Building Inspection	-6.25	-9,340.76	56,950.00	56,950.00	66,290.76	-16%
Account Group Total:	-6.25	-9,340.76	56,950.00	56,950.00	66,290.76	-16%
Fund Total:	-6.25	-9,340.76	56,950.00	56,950.00	66,290.76	-16%

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2410 Lighting Maint.

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430263 Utilities	3,635.49	10,919.81	100,000.00	100,000.00	89,080.19	11%
Account Group Total:	3,635.49	10,919.81	100,000.00	100,000.00	89,080.19	11%
Fund Total:	3,635.49	10,919.81	100,000.00	100,000.00	89,080.19	11%

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2510 Street Maint (Sprinkling)

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430200 Road & Street Services	16,810.46	29,380.44	169,424.00	169,424.00	140,043.56	17%
Account Group Total:	16,810.46	29,380.44	169,424.00	169,424.00	140,043.56	17%
Fund Total:	16,810.46	29,380.44	169,424.00	169,424.00	140,043.56	17%

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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	8,849.31	19,398.12	231,978.00	231,978.00	212,579.88	8%
Account Group Total:	8,849.31	19,398.12	231,978.00	231,978.00	212,579.88	8%
Fund Total:	8,849.31	19,398.12	231,978.00	231,978.00	212,579.88	8%

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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	0.00	-273,501.00	241,005.00	241,005.00	514,506.00	***%
430201 SLIPA Expenditures	0.00	276,263.95	231,304.00	231,304.00	-44,959.95	119%
Account Group Total:	0.00	2,762.95	472,309.00	472,309.00	469,546.05	1%
Fund Total:	0.00	2,762.95	472,309.00	472,309.00	469,546.05	1%

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2959 Community Development Fund

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
470000 Housing and Community Development						
470300 Ecomonic Development	2,105.96	2,105.96	200,000.00	200,000.00	197,894.04	1%
Account Group Total:	2,105.96	2,105.96	200,000.00	200,000.00	197,894.04	1%
Fund Total:	2,105.96	2,105.96	200,000.00	200,000.00	197,894.04	1%

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2992 American Recovery Plan Act

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430102 ARPA Expenditures	4,750.00	4,750.00	0.00	0.00	-4,750.00	0%
Account Group Total:	4,750.00	4,750.00	0.00	0.00	-4,750.00	0%
Fund Total:	4,750.00	4,750.00	0.00	0.00	-4,750.00	0%

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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%

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4001 City Hall CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
411241 City Buildings CIP	27,099.00	30,099.00	192,612.00	192,612.00	162,513.00	16%
Account Group Total:	27,099.00	30,099.00	192,612.00	192,612.00	162,513.00	16%
Fund Total:	27,099.00	30,099.00	192,612.00	192,612.00	162,513.00	16%

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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	79,831.00	79,831.00	79,831.00	0%
Account Group Total:	0.00	0.00	79,831.00	79,831.00	79,831.00	0%
Fund Total:	0.00	0.00	79,831.00	79,831.00	79,831.00	0%

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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%

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4004 Streets CIP Fund

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430204 Streets CIP	0.00	0.00	43,437.00	43,437.00	43,437.00	0%
Account Group Total:	0.00	0.00	43,437.00	43,437.00	43,437.00	0%
Fund Total:	0.00	0.00	43,437.00	43,437.00	43,437.00	0%

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5210 WATER UTILITY

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430500 Water Operating	117,634.28	278,745.69	1,812,344.00	1,812,344.00	1,533,598.31	15%
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:	117,634.28	278,745.69	2,302,344.00	2,302,344.00	2,023,598.31	12%
490000 DEBT SERVICE						
490200 RD LOAN WTR DIST. (\$2,268k)	14,873.00	37,073.44	172,585.00	172,585.00	135,511.56	21%
490201 DNRC COAL SEVERANCE WATER BOND H2O	0.00	0.00	16,927.00	16,927.00	16,927.00	0%
490202 DNRC WRF - 14298 WATER BOND LOAN	0.00	0.00	130,225.00	130,225.00	130,225.00	0%
490203 DNRC LOAN \$800,000 FOR DAM	0.00	64,925.00	53,485.00	53,485.00	-11,440.00	121%
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:	27,309.00	139,306.44	522,456.00	522,456.00	383,149.56	27%
Fund Total:	144,943.28	418,052.13	2,824,800.00	2,824,800.00	2,406,747.87	15%

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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	207.26	300,000.00	300,000.00	299,792.74	0%
Account Group Total:	0.00	207.26	300,000.00	300,000.00	299,792.74	0%
Fund Total:	0.00	207.26	300,000.00	300,000.00	299,792.74	0%

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5310 SEWER UTILITY

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430600 Sewer Operating	88,978.50	238,396.92	1,215,381.00	1,215,381.00	976,984.08	20%
430642 Sewer Improvements PLC	35,892.17	40,473.42	1,189,000.00	1,189,000.00	1,148,526.58	3%
430643 Sewer Improvments 1st & Montana	0.00	0.00	1,059,000.00	1,059,000.00	1,059,000.00	0%
Account Group Total:	124,870.67	278,870.34	3,463,381.00	3,463,381.00	3,184,510.66	8%
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	2,428.00	9,184.00	48,684.00	48,684.00	39,500.00	19%
Account Group Total:	7,960.00	25,780.00	115,069.00	115,069.00	89,289.00	22%
Fund Total:	132,830.67	304,650.34	3,578,450.00	3,578,450.00	3,273,799.66	9%

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5311 Sewer Department CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
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:	484,027.14	1,214,611.91	10,976,198.00	10,976,198.00	9,761,586.09	11%

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Fund	Account	Received			Revenue	%
		Current Month	Received YTD	Estimated Revenue	To Be Received	Received
1000 GENERAL						
310000 TAXES						
311010	Real Property Taxes	4,052.82	65,766.28	481,964.00	416,197.72	14 %
312000	Penalty & Interest on Delinquent Taxes	196.20	706.10	1,400.00	693.90	50 %
314140	Local Option Tax	8,728.42	27,035.24	95,000.00	67,964.76	28 %
314150	3% Cannabis Tax	0.00	8,812.43	35,000.00	26,187.57	25 %
	Account Group Total:	12,977.44	102,320.05	613,364.00	511,043.95	17 %
320000 LICENSES AND PERMITS						
321020	Coin Operated Amusement Licenses	0.00	0.00	300.00	300.00	0 %
322010	Alcoholic Beverage Licenses and Permits	175.00	210.00	8,200.00	7,990.00	3 %
322020	Business Licenses	30.00	1,170.00	30,500.00	29,330.00	4 %
322025	Business Licenses Late Fee/Penalty	-30.00	0.00	0.00	0.00	%
323031	Chicken Permits	0.00	0.00	150.00	150.00	0 %
323050	Street Opening Permits	400.00	600.00	900.00	300.00	67 %
	Account Group Total:	575.00	1,980.00	40,050.00	38,070.00	5 %
330000 INTERGOVERNMENTAL REVENUES						
335110	Live Card Game Table Permit	0.00	0.00	300.00	300.00	0 %
335120	Video Gaming Machine Permits	0.00	200.00	20,500.00	20,300.00	1 %
335230	HB 124 Ent.	165,696.22	165,696.22	662,785.00	497,088.78	25 %
	Account Group Total:	165,696.22	165,896.22	683,585.00	517,688.78	24 %
340000 CHARGES FOR SERVICES						
343320	Sales of Cemetery Plots	1,500.00	7,000.00	16,500.00	9,500.00	42 %
343340	Opening & Closing Charges	1,250.00	8,250.00	23,000.00	14,750.00	36 %
346040	Camping Facilities Fees	0.00	4,472.77	5,330.00	857.23	84 %
346050	Fireman's Park Dumping Fees	0.00	267.65	675.00	407.35	40 %
	Account Group Total:	2,750.00	19,990.42	45,505.00	25,514.58	44 %
350000 FINES AND FORFEITURES						
351030	City Courts	4,750.00	11,403.76	37,000.00	25,596.24	31 %
351031	Vic Witness Surcharge-City	0.00	0.00	200.00	200.00	0 %
	Account Group Total:	4,750.00	11,403.76	37,200.00	25,796.24	31 %
360000 MISCELLANEOUS REVENUE						
361000	Rents/Leases	4,217.39	18,801.02	72,700.00	53,898.98	26 %
361001	LCRFD Firehall Rent Received	0.00	0.00	12,000.00	12,000.00	0 %
362000	Miscellaneous Revenue	47.10	1,389.46	25,500.00	24,110.54	5 %
365001	DNRC - Arbor Day Grant	0.00	0.00	850.00	850.00	0 %
365007	MUCFA-Tree Care Grant	0.00	0.00	5,000.00	5,000.00	0 %
367000	Sale of Junk or Salvage	0.00	0.00	500.00	500.00	0 %
	Account Group Total:	4,264.49	20,190.48	116,550.00	96,359.52	17 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	4,646.02	7,889.93	30,000.00	22,110.07	26 %
	Account Group Total:	4,646.02	7,889.93	30,000.00	22,110.07	26 %
	Fund Total:	195,659.17	329,670.86	1,566,254.00	1,236,583.14	21 %

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Fund	Account	Received			Revenue	%
		Current Month	Received YTD	Estimated Revenue	To Be Received	Received
2350 Local Government Study Commission						
310000 TAXES						
311010	Real Property Taxes	0.00	2,918.22	0.00	-2,918.22	%
314130	Local Government Study Commission	0.00	0.00	3,971.00	3,971.00	0 %
Account Group Total:		0.00	2,918.22	3,971.00	1,052.78	73 %
Fund Total:		0.00	2,918.22	3,971.00	1,052.78	73 %
2386 IP SETTLEMENT						
360000 MISCELLANEOUS REVENUE						
362011	INTERNATIONAL PAPER AGREEMENT REVENUE	0.00	1,464,406.35	1,464,407.00	0.65	100 %
Account Group Total:		0.00	1,464,406.35	1,464,407.00	0.65	100 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	14,548.45	16,856.75	60,000.00	43,143.25	28 %
Account Group Total:		14,548.45	16,856.75	60,000.00	43,143.25	28 %
Fund Total:		14,548.45	1,481,263.10	1,524,407.00	43,143.90	97 %
2387 Special Grants						
330000 INTERGOVERNMENTAL REVENUES						
334123	NRDP Grant	0.00	-15,500.00	250,000.00	265,500.00	-6 %
334201	State Grant - Commerce Grant	0.00	75,000.00	0.00	-75,000.00	%
337001	Police Special Grants	27,982.00	27,982.00	50,000.00	22,018.00	56 %
337002	Streets Special Grants	6,729.00	6,729.00	5,000.00	-1,729.00	135 %
337003	City Special Grants	26,480.00	26,480.00	30,000.00	3,520.00	88 %
Account Group Total:		61,191.00	120,691.00	335,000.00	214,309.00	36 %
Fund Total:		61,191.00	120,691.00	335,000.00	214,309.00	36 %
2394 Building Code Enforcement						
320000 LICENSES AND PERMITS						
323010	Building Permits	0.00	2,230.00	50,000.00	47,770.00	4 %
Account Group Total:		0.00	2,230.00	50,000.00	47,770.00	4 %
Fund Total:		0.00	2,230.00	50,000.00	47,770.00	4 %

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Fund	Account	Received		Estimated Revenue	Revenue	%
		Current Month	Received YTD		To Be Received	Received
2410 Lighting Maint.						
360000 MISCELLANEOUS REVENUE						
363010	Maintenance Assessments	445.82	7,661.30	68,000.00	60,338.70	11 %
363040	Penalty & Interest Special Assessments	19.10	68.64	200.00	131.36	34 %
	Account Group Total:	464.92	7,729.94	68,200.00	60,470.06	11 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	945.74	1,528.53	5,000.00	3,471.47	31 %
	Account Group Total:	945.74	1,528.53	5,000.00	3,471.47	31 %
	Fund Total:	1,410.66	9,258.47	73,200.00	63,941.53	13 %
2510 Street Maint (Sprinkling)						
360000 MISCELLANEOUS REVENUE						
363010	Maintenance Assessments	1,006.16	17,347.10	148,000.00	130,652.90	12 %
363040	Penalty & Interest Special Assessments	43.05	98.65	300.00	201.35	33 %
	Account Group Total:	1,049.21	17,445.75	148,300.00	130,854.25	12 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	1,077.66	1,688.17	5,000.00	3,311.83	34 %
	Account Group Total:	1,077.66	1,688.17	5,000.00	3,311.83	34 %
	Fund Total:	2,126.87	19,133.92	153,300.00	134,166.08	12 %
2820 Gas Tax HB 76						
330000 INTERGOVERNMENTAL REVENUES						
335040	Gasoline Tax Apportionment	28,413.99	39,319.65	160,787.00	121,467.35	24 %
	Account Group Total:	28,413.99	39,319.65	160,787.00	121,467.35	24 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	1,817.85	2,919.19	5,000.00	2,080.81	58 %
	Account Group Total:	1,817.85	2,919.19	5,000.00	2,080.81	58 %
	Fund Total:	30,231.84	42,238.84	165,787.00	123,548.16	25 %
2821 SB 536/HB 473 BARSSA						
330000 INTERGOVERNMENTAL REVENUES						
334200	SLIPA Grant - HB 355	0.00	-231,304.00	231,304.00	462,608.00	*** %
	Account Group Total:	0.00	-231,304.00	231,304.00	462,608.00	*** %
	Fund Total:	0.00	-231,304.00	231,304.00	462,608.00	*** %

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Fund	Account	Received			Revenue	%
		Current Month	Received YTD	Estimated Revenue	To Be Received	Received
2959 Community Development Fund						
360000 MISCELLANEOUS REVENUE						
362000	Miscellaneous Revenue	126.20	464.32	5,000.00	4,535.68	9 %
	Account Group Total:	126.20	464.32	5,000.00	4,535.68	9 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	12,187.64	19,692.89	65,000.00	45,307.11	30 %
373010	Interest on Economic Development	0.00	0.00	172.00	172.00	0 %
373020	Principal on Economic Development	0.00	0.00	1,974.00	1,974.00	0 %
	Account Group Total:	12,187.64	19,692.89	67,146.00	47,453.11	29 %
	Fund Total:	12,313.84	20,157.21	72,146.00	51,988.79	28 %
3200 MINERAL AVE. SID PROJECT						
360000 MISCELLANEOUS REVENUE						
363001	Mineral Avenue Special Improvement District	0.00	104.50	2,150.00	2,045.50	5 %
363040	Penalty & Interest Special Assessments	0.00	3.69	10.00	6.31	37 %
	Account Group Total:	0.00	108.19	2,160.00	2,051.81	5 %
	Fund Total:	0.00	108.19	2,160.00	2,051.81	5 %
5210 WATER UTILITY						
330000 INTERGOVERNMENTAL REVENUES						
334004	MCEP Grant - Preliminary Engineering Report	0.00	0.00	15,000.00	15,000.00	0 %
334005	RRGL Grant - Preliminary Engineering	0.00	0.00	15,000.00	15,000.00	0 %
334006	MCEP - Libby Creek Community	0.00	0.00	460,000.00	460,000.00	0 %
	Account Group Total:	0.00	0.00	490,000.00	490,000.00	0 %
340000 CHARGES FOR SERVICES						
343021	Metered Water Sales	194,923.79	558,861.56	2,220,500.00	1,661,638.44	25 %
343022	Unmetered Water Sales	100.00	300.00	1,200.00	900.00	25 %
343023	Bulk Water Sales	0.00	0.00	400.00	400.00	0 %
343028	Water Plant Investment Fees (PIF)	30,554.18	30,554.18	18,500.00	-12,054.18	165 %
	Account Group Total:	225,577.97	589,715.74	2,240,600.00	1,650,884.26	26 %
360000 MISCELLANEOUS REVENUE						
362000	Miscellaneous Revenue	0.00	400.00	4,000.00	3,600.00	10 %
363040	Penalty & Interest Special Assessments	0.00	8.66	200.00	191.34	4 %
	Account Group Total:	0.00	408.66	4,200.00	3,791.34	10 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	16,618.73	26,306.95	90,000.00	63,693.05	29 %
	Account Group Total:	16,618.73	26,306.95	90,000.00	63,693.05	29 %
	Fund Total:	242,196.70	616,431.35	2,824,800.00	2,208,368.65	22 %

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Fund	Account	Received		Estimated Revenue	Revenue	%
		Current Month	Received YTD		To Be Received	Received
5310 SEWER UTILITY						
330000 INTERGOVERNMENTAL REVENUES						
331010	CDBG 1st and Montana Lift Station	0.00	0.00	434,000.00	434,000.00	0 %
331073	RRGL/DNRC 1st and Montana Lift Station	0.00	0.00	125,000.00	125,000.00	0 %
334061	MT COAL Waste Water PLC Grant	0.00	0.00	464,000.00	464,000.00	0 %
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	MCEP 1st & Montana Lift Station	0.00	0.00	500,000.00	500,000.00	0 %
	Account Group Total:	0.00	0.00	2,248,000.00	2,248,000.00	0 %
340000 CHARGES FOR SERVICES						
343031	Sewer Service Charges	104,676.63	299,934.88	1,278,100.00	978,165.12	23 %
343034	Sewer Plant Investment Fees (PIF)	35,520.00	35,520.00	23,000.00	-12,520.00	154 %
343036	Miscellaneous Sewer Revenue	100.00	300.00	1,200.00	900.00	25 %
	Account Group Total:	140,296.63	335,754.88	1,302,300.00	966,545.12	26 %
360000 MISCELLANEOUS REVENUE						
362000	Miscellaneous Revenue	0.00	0.00	100.00	100.00	0 %
363040	Penalty & Interest Special Assessments	0.00	5.79	50.00	44.21	12 %
	Account Group Total:	0.00	5.79	150.00	144.21	4 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	5,455.14	8,502.48	28,000.00	19,497.52	30 %
	Account Group Total:	5,455.14	8,502.48	28,000.00	19,497.52	30 %
	Fund Total:	145,751.77	344,263.15	3,578,450.00	3,234,186.85	10 %
7120 FIRE RELIEF AGENCY FUND						
310000 TAXES						
311010	Real Property Taxes	477.33	8,044.67	54,669.00	46,624.33	15 %
	Account Group Total:	477.33	8,044.67	54,669.00	46,624.33	15 %
	Fund Total:	477.33	8,044.67	54,669.00	46,624.33	15 %
	Grand Total:	705,907.63	2,765,104.98	10,635,448.00	7,870,343.02	26 %

Lease Agreement

This Lease Agreement ("Lease") is made and entered into this ____ day of _____, 2025, by and between:

The City of Libby, Montana, a municipal corporation, of PO BOX 1428, 952 E. Spruce St., Libby, MT 59923 hereinafter referred as lessor, and

The Libby Area Chamber of Commerce, of 905 W. 9th St., Libby, MT 59923 hereinafter referred to as lessee.

RECITALS

WHEREAS, Lessor is the owner of certain real property located at 905 W. 9th St., Libby, MT 59923 (the "Property"); and

WHEREAS, Lessee desire to lease a portion of that real property ("the Premises") from Lessor under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Term.

The lease shall commence September 15, 2025, and ending September 14, 2050. The parties may agree to renew the lease thereafter on mutually agreeable terms, unless the lease has otherwise been terminated hereunder. Lessee shall provide notice of its request to renew the lease at least 60 days prior, but not more than 180 days prior to the termination of this lease.

2. Rent.

Lessee shall pay annual rent to lessor of one dollar (\$1.00) per year during the first term of this lease.

3. Nature of Lease and Lessee's Responsibilities.

Lessee shall be responsible for and shall pay all costs and expenses related to the Premises, including but not limited to:

- (a) real property taxes;
- (b) insurance premiums;
- (c) utilities;

- (d) maintenance, repairs, and replacements except as specifically set forth herein;
- (e) Snow removal from immediately around the building including sidewalks and paths for foot traffic.
- (f) any other expenses associated with the operation and maintenance of the Premises. and
- (g) prompt notification of any utility infrastructure issues such as water, sewer, or sprinkler leaks.

Specifically, the parties understand that the leased building may require substantial repair or reconstruction at the expense of Lessee.

4. Premises and Use of Premises.

Lessee is leasing the areas set forth on Exhibit A hereto, consisting of the now-existing building, the sidewalks or landscaping adjacent thereto, and up to six adjacent parking spaces that may be designated as Handicap or Veteran as desired by the Lessee. It is understood that Lessee may desire to reconstruct the building under the terms set forth in this Lease, and if such reconstruction alters the footprint of the building on the Property, then the Parties shall mutually amend Exhibit A accordingly to accurately reflect the location of the leased Premises. It is also understood that if the Lessee reconstructs the building that the Lessor requires that new water and sewer services be installed from the main lines to the building up to current city standards.

Lessee shall use and permit the use of the leased premises primarily as a Visitor Information Center. Lessee shall not substantially alter its primary use of the Premises, nor shall it permit others to do so, without the prior written consent of Lessor.

5. Maintenance By Lessor.

Lessor shall provide snow removal from the six parking spots designated for the Lessee and for the surrounding Fireman's Park and Campground parking lot on a secondary schedule after all city roads and alleys have been cleared. The snow removal on the sidewalk along Highway 2 is the responsibility of the State and not the responsibility of the Lessor. Lessor shall also be responsible for water, sewer, and sprinkler lines on the Property. Lessor's responsibility does not extend to damage done to those water, sewer and sprinkler lines by Lessee, nor does it extend to water, sewer and sprinkler lines on the leased Premises.

6. Insurance And Indemnification.

Lessee shall procure and maintain general liability, property, and casualty insurance coverage during the Lease Term, naming Lessor as an additional insured. Lessee waives all rights of

subrogation against Lessor and such policy shall be in the amount of two million dollars (\$2,000,000.00).

Lessee will be responsible for and will indemnify, save harmless, and defend Lessor against and from any and all claims and suits for, and any and all liability, loss, or expense arising in any manner, directly or indirectly, incidental to, or in connection with this Lease, the demised Premises, or Lessee's use or occupation thereof. This includes any and all damage to or loss of property of Lessor, Lessee or of agents, servants, licensees, contractors, invitees, or employees of either, or of any other person or persons, of whatever kind. This also includes any and all liability, loss, or expense arising from, incidental to, or in connection with physical or non-physical injury to or death of any persons including agents, servants, contractors, licensees, invitees, or employees of Lessor or of Lessee, or any other person or persons.

7. Estoppel And Subordination.

Lessee shall execute estoppel certificates upon request. Lessor agrees to provide a commercially reasonable non-disturbance agreement upon Lessee' request.

8. Alterations, Restoration And Improvements.

Lessee shall maintain the Premises in good condition and repair. Lessee shall be responsible for all maintenance and repair, including structural components and systems, unless otherwise expressly stated. Lessor shall not be obligated to make any repairs, replacements, or capital improvements. Specifically, the parties understand that the leased building may require substantial repair or reconstruction at the expense of Lessee. Lessee shall provide Lessor with construction plans and obtain Lessor's written approval thereof prior to commencing construction. Any improvements made by Lessee shall become the property of Lessor upon the expiration of the Lease and/or any mutual extensions thereof.

9. Force Majeure.

Neither party shall be liable for failure to perform obligations under this Lease if such failure is caused by events beyond their reasonable control, including acts of God, war, labor strikes, or natural disasters.

10. Legal and Environmental Compliance and

Lessee shall obey all relevant federal, state and local laws and regulations and shall not bring hazardous substances onto the Premises and shall comply with all applicable environmental laws and regulations.

11. Quiet Enjoyment.

Upon payment of rent and performance of all obligations, Lessee shall peaceably and quietly enjoy the Premises without interference from Lessor or any person lawfully claiming through Lessor. However, Lessee shall permit 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.

12. Default And Remedies.

If either party defaults in the performance of any of its obligations under this Lease, the non-defaulting party may pursue all remedies available under Montana law, including but not limited to termination of the Lease, recovery of unpaid rent, damages, injunctive relief, and specific performance. In the event of Lessee' default, Lessor shall have the right to re-enter and take possession of the Premises, remove Lessee, and relet the Premises. Lessee shall remain liable for all rent due under this Lease through the end of the Lease Term, less any amounts received by Lessor from re-letting the Premises.

Before exercising any remedy for default, the non-defaulting party shall provide written notice of the alleged default to the defaulting party. The defaulting party shall have thirty (30) days from receipt of such notice to cure the default, unless a shorter period is required by law or the nature of the default.

8. Dispute Resolution.

In the event of a dispute arising under this Lease that is not resolved through informal negotiation, the parties agree to first attempt mediation in Lincoln County, Montana, before initiating any legal action. If mediation is unsuccessful, either party may file suit in the District Court for Lincoln County, Montana. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and costs.

9. Assignment And Subletting.

Lessee shall not assign or sublet the Premises without the prior written consent of Lessor.

10. Governing Law.

This Lease shall be governed by and construed in accordance with the laws of the State of Montana.

11. Entire Agreement.

This Lease contains the entire agreement between the parties and supersedes all prior agreements or understandings. This Lease may be amended only in writing signed by all parties.

12. Amendment.

Any amendment must be in writing and signed by both Parties.

13. Execution.

This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original.

LESSOR:

CITY OF LIBBY, MONTANA

By: _____

Peggy Williams, MAYOR

ATTEST:

Leann Monigold, CITY CLERK

LESSEE:

LIBBY AREA CHAMBER OF COMMERCE

By: _____

President, Libby Chamber of Commerce

STATE OF MONTANA)

County of Lincoln)

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

My Commission Expires_____

Job Description

Community Development Coordinator – City of Libby

The Community Development Coordinator will:

- Act as liaison between the City of Libby, Lincoln County and the Libby community organizations.
- Organize and execute funding and grant writing activities to include parks, trails, and public spaces.....
- Implement the relevant goals and objectives of City of Libby Growth Policy
- Coordinate and initiate the deployment of the community development funds and programs in the City of Libby.

General Activities

1. Create a positive image and atmosphere about the City of Libby that inspires public confidence and appropriate transparency. Prepare written, voice and visual presentation for agencies, media and the general public on community development programs, services, and plans.
 - (a) Work closely with City Council in furthering and facilitating community development.
 - (b) Develop and maintain working relationships with state and federal officials and program offices.
 - (c) Maintain outside professional contacts to stay abreast of funding opportunities and pursue said funding accordingly as relevant to the City's goals and needs.
2. Attend and participate in pertinent community activities in order to foster communication and coordination between different entities.
3. Identifying community needs through community meetings, or direct interaction with community members
4. Develop projects in-line with the City's missions to include funding development, ongoing management and grant compliance.
5. Make recommendations to the City of Libby Council regarding specific applications for the use of the CDF.
6. Work with the City Administrator to identify infrastructure funding opportunities and prepare grant applications cooperatively
7. Other duties as assigned

Necessary Skills and Abilities:

Communication: Ability to communicate effectively and clearly in both oral and written format; strong public speaking skills, and ability to communicate the vision for the community at large, both internally and externally.

Financial Management: Fiscal responsibility and the ability to analyze and present financial information, develop and manage budgets, supervise accounting functions, submit grant requests and develop progress reports related to the grants and supervise loan programs.

Position Requirements:

1. Experience in communications, creative writing, business, planning, community development, public administration, or related field, or an equivalent combination of education and job-related experience
2. A minimum of two years' experience in grant writing and grant administration
3. Experience working with local organizations in a planning or project management capacity is preferred.
4. Demonstrated ability to prepare complex proposals in compliance with guidelines of identified grant opportunities
5. Community development, or community project management experience preferred
6. A working knowledge of Federal, State, and private foundation grant/loan programs
7. Knowledge of proposal submission and fundraising process
8. A proficiency in fundamental office and computer equipment including Microsoft Office Suite, Adobe, virtual meeting platforms, and cloud-based software applications
9. Excellent personal effectiveness and time management skills
10. Ability to balance the priorities and deadlines of multiple projects
11. Strong research skills and knowledge of information sources
12. Multitasking, organizational and time management skills
13. Ability to handle confidential matters with utmost integrity

Other info you should know:

- This position reports to the Mayor
- This is a part-time, preferably 1099 position, with competitive salary based on experience and qualifications, with beginning wage expected to be determined.
- We offer wages based on regional market data and commensurate with experience.
- The position is located in Libby, MT
- The City of Libby does not discriminate based on race, color, national origin, age, disability, sex, sexual orientation, or other protected classes.