



CITY OF LIBBY

952 E. SPRUCE | POST OFFICE BOX 1428

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

PUBLIC MEETING

JUNE 21ST, 2021 @ 6:00PM

COUNCIL CHAMBERS – CITY HALL

The City of Libby will be holding a Public Meeting on June 21st, 2021 @ 6:00 pm regarding Transparency in Municipal Government. This will be the 4th year the city has presented transparency in Municipal Government to the public. Topics will cover requests for public records and municipal elections. Questions and comments follow. This meeting will take place before the regular scheduled Libby City Council meeting.

City of Libby



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REGULAR COUNCIL MEETING #1575

JUNE 21, 2021 @ 7:00PM

COUNCIL CHAMBERS – CITY HALL

CALL TO ORDER:

- Pledge of Allegiance
- Roll Call
- Welcome
- Prayer offered by Joseph Miller.
- Approve City Council minutes meeting #1574 dated Monday, June 7, 2021

ANNOUNCEMENTS:

COMMITTEE REPORTS:

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

PUBLIC COMMENT ON NON-AGENDA ITEMS:

This is an opportunity for the public to offer comments related to issues that are not currently on the agenda that the council has jurisdiction over. **Public comment is limited to 3 minutes.**

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

1. Approve Road Closure – Chainsaw Carving, Troy Douthit, 8 – 13 September, Mineral, and 2nd.
2. Approve Road Closure – Crazy Days, Gail Burger, 28 August, Sears through the Pastime.
3. Approve Road Closure – Halloween, Gail Burger, 31 October, Timberline to the Brewery.
4. Approve construction of parking lot at Flower Creek Recreation Area.
5. Adopt Resolution 1983 – Annexation of Property for American Covenant Senior Housing Foundation at intersection of Education Way and US Hwy 2.
6. Approve Collective Bargaining Agreement Local 3034 for 4 July 2021 to 30 June 2023.
7. Approve Growth Policy Contract with Land Solutions, LLC
8. Approve all business licenses received to date.
 - a. Michelle Huni, Lasting Beauty, LLC., 108 E. 9th Street, Permanent Make-up, Spray tanning, lash extensions.
 - b. Matthew Backen, Backen Enterprises, LLC dba: Darios, food & beverage, Catering, entertainment.

UNFINISHED BUSINESS:

1. IP negotiations.
2. Approve location for vault toilet at the Cross-Country Ski Course. (Tabled)

GENERAL COMMENTS FROM COUNCIL:

ADJOURNMENT:

Notes:

The manner of Addressing Council:

- Each person, not a Council member shall address the Council, at the time designated in the agenda or as directed by the Council, by stepping to the podium or microphone, giving that person's name and address in an audible tone of voice for the record, unless further time is granted by the Council, **shall limit the address to the Council to three minutes.**
- 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 by 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: 06/17/21

UNAPPROVED MINUTES

The City Council held meeting #1574 on Monday, June 7th, 2021, in the Council Chambers at City Hall.

Call to Order:

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

The Pledge of Allegiance was completed, and Roll Call commenced. Present were Mayor Teske, Councilors Williams, Beach, Dufficy, Smith, Taylor, Zimmerman, City Clerk/Treasurer Samuel Sikes, and City Administrator Jim Hammons.

Mayor Teske welcomed all present and prayer was offered by Mark Smith.

Approve City Council Meeting Minutes for #1568 dated 19 April 2021. Councilor Zimmerman **MADE A MOTION** to approve as corrected, and Councilor Beach **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve City Council Meeting Minutes for #1572 dated 3 May 2021. Councilor Beach **MADE A MOTION** to approve, and Councilor Smith **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve City Council Meeting Minutes for #1563 dated 17 May 2021. Councilor Williams **MADE A MOTION** to approve, and Councilor Beach **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Announcements:

Mayor Teske Announced that Libby has been awarded a Montana Coal Endowment Program Grant in the amount of \$464,000 to work on the Wastewater Plant's PLC's (monitoring systems).

Mayor Teske announced that Tom Wood had noticed that Get Away, an online magazine, had voted Libby a "hidden Gem" describing the city as a special gateway to Montana. Members of the Council voiced approval in the article and to the city.

Committee Reports:

City Administrator's Report: Jim Hammons reported that the annual fire hydrant flush has been completed which has caused at least 4 leaks in the water main thus far identified.

Jim Hammons also reported, in addition to Mayor Teske's announcement, that Libby has been approved for a RRGL Grant for the Wastewater PLC's but was denied a CDBG Grant due to only being allowed one CDBG Grant open at a time.

Fire: Councilor Zimmerman reported 8 calls for service in May of 2021, 4 were within the city and 4 were out of the city.

Police: Chief Kessel reported 233 calls for service in May resulting in 10 arrests and 32 citations, 22 ordinance violations, and one zoning violation concerning a mobile home whereas last year was 218 calls for 4 arrests, 32 citations. The County reported 473 calls for service in May meaning that Libby was responsible for almost half of the law enforcement calls county wide. In response the Councilor Smith's question at a previous meeting, in pre-COVID May 2019, there were 266 calls for 31 arrests and 44 citations.

Councilor Smith confirmed with Chief Kessel that the ordinance violations were for trash and weeds.

Resolution/Ordinances: None.

Lights/Streets/Sidewalks: None

Building: None.

Water/Sewer: None.

Zoning Commission: Councilor Smith reported that the next Zoning Meeting would be on the 14th of June at 6 pm in the City Council Chambers of City Hall to continue working on residential zoning.

Councilor Smith informed Mayor Teske that the committee will inform all involved once the zoning exhibits are ready for a Public Hearing.

Cemetery/Parks: Mayor Teske announced that the Streets Department will be properly cleaning up the area of the Cemetery that was marred by the same department's tractor this last winter. Samuel Sikes announced that a tree had fallen in the cemetery during the weekend and stated that the proper people had been informed.

Finance: Samuel Sikes reported that the only findings in last week's (2020) audit were that the Tax Levy Schedule should have increased the budget for FY19 by \$42,000, and that Sewer was within \$1000 of being in the red. The new Vac. Truck has been paid off and the Volvo loader should be paid off in the next 10 days. According to Mayor Teske, the new cemetery tractor should be here soon.

Samuel announced that the Council would have to approve all Utility Billing adjustments and Journal Vouchers along with the Claims and Payroll as a recommendation from the Auditors.

KRDC: None.

City-County Board of Health: None.

Park District Manager: None.

Public Comment on Non- Agenda Items:

None.

New Business:

Approve Electric Charging Station Lease with Flathead Electric.

Mayor Teske introduced the lease and Teri Rayome-Kelly discussed the changes in the lease that includes one charging station with two Level II charging stations that could be expanded in the future if necessary or desired. The station should be in by the end of August 2021.

Dean Chisholm, City Attorney, was fine with the open terms and blanks that will be filled out in the contract. Teri reported that a slight correction had to be made to the contract that would then be emailed to the Clerk/Treasurer.

Councilor Smith **MADE A MOTION** to enter into the lease agreement with Flathead Electric and Councilor Zimmerman **SECONDED**.

Councilor Dufficy requested a quick refresher on the levels of charging stations, which Teri explained were; Level I – Home charging 3 to 5 miles charge per hour, Level II – 30 to 40 miles charge per hour, and Level III – full charge in 20 minutes.

Councilor Williams was informed that the power for the station would come directly from the power line within feet of the location and Councilor Zimmerman was informed that the station could be upgraded to Level III only at great expense.

Mayor Teske and Teri discussed photographs of charging stations and the various ways to pay for the electrical usage. Mayor Teske agreed to provide Teri with a legal description for the property.

Councilors Williams, Beach, Dufficy, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve City Attorney Contract.

Mayor Teske addressed the attorney contract showing that increased \$303 month. Attorney Chisholm stated that since 2016 the contract has only increased with the CPI annually, adding that future contracts should begin on the 1st of July to match the Fiscal year.

Councilor Dufficy **MADE A MOTION** to approve the contract and Councilor Smith **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve City Court Contract.

Mayor Teske read over the City Court contract informing Councilor Dufficy that it had went up 2% for staff wages.

Councilor Smith **MADE A MOTION** to approve the contract and Councilor Beach **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve all business licenses received to date.

Mayor Teske read through the application for "Books".

Councilor Dufficy **MADE A MOTION** to approve the license and Councilor Smith **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve claims and payroll for May of 2021.

Councilor Williams **MADE A MOTION** to approve the claims and payroll, and Councilor Beach **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Unfinished Business:

IP negotiations.

Mayor Teske reported playing phone tag with Attorney Payne adding that the discussion is now going over what to discuss and the meeting.

Approve location for vault toilet at the Cross-Country Ski Course. (Tabled)

Mayor Teske reported that the plans for the toilet were now in the hands of an engineering firm and informed Councilor Dufficy that the plans would be looked at by the City Engineer once completed.

General Comments from Council:

Councilor Smith questioned the progress on the SWP, (Source Water Protection Plan) to which Mayor Teske took responsibility to reach out as Jim Hammons was unsure of any progress.

Mayor Teske informed the Council that no official request for the Subway drive through variance had been received to date and Jim Hammons stated that two (2) opposing comments had been received on the topic.

Jim Hammons reported that Land Solutions is still putting the Growth Policy contract together, personnel change at the company has caused some delays.

The Council expressed pleasure with the new sign marking the park maintained by Achievements on Mineral and First. It was discovered that E.J. Foreman created the sign.

Council President Williams announced that the last required transparency week was to be in June, mentioning that past events have been speakers, classes, open mike, and updating the website. Councilor Smith thought it would be a good idea to recap the progress online with the posting of the agendas and minutes.

The Councilors and Mayor discussed the benefits of having Zoom available and utilized vice Facebook that would not be as easily administered. It was decided that the next transparency requirement would be at 6 pm prior to the next Council Meeting, on June 21st, and that questions would be solicited prior to the event to allow time to gather information for the public.

Councilor Zimmerman brought up putting up for sale city land that is not being used. Discussion was held ending with Mayor Teske requesting that Councilor Zimmerman take the lead in looking into the current values, subdivisions, and locating a realtor.

Adjournment:

Councilor Dufficy **MADE A MOTION** to adjourn, and Councilor Williams **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, Taylor and Zimmerman voted **FOR**.

MOTION PASSED.

Meeting adjourned at 7:53 pm.

Mayor Brent Teske

Attest; _____
Clerk/Treasurer Samuel Sikes

Samuel Sikes

From: Gail Burger [REDACTED]
Sent: Saturday, June 5, 2021 1:50 PM
To: 'Samuel Sikes'
Subject: RE: City Council Agenda #1574

Libby Area Business Association 9 501 c 3); Gail Burger LABA president for road closure request to be on the agenda for June or July.

Road closure is only Saturday, August 28th 10am to 5pm for mineral ave from Sears to just past the Pastime. We would like to borrow the city road block same as prior years.

We are planning for 10 food vendors and 40 other vendors, 2 porta potties (in the past the blue rooms have been little used) and various other family oriented fun. There will be no animals or rides at this event and we will as in prior years provide the city with a copy of insurance.

Friday, August 27th and Saturday, August 28th.

Libby Crazy Days is a weekend event for all ages. On the fourth weekend of August, Downtown Libby retailers offer crazy sales for customers. While the crazy deals take place, Saturday event goers can partake in Midway Game Booths, Poker Walk, Sidewalk Sales, Independent Sales Vendors and the Sidewalk Art Contest with awards, awards for best game booth and best Crazy Days decorations.

The Vendor Application is due by August 5, 2021. No vendors or midway booths may be duplicated.

Friday 11-4pm: Crazy sidewalk sales. No road Closure.

Saturday 11am-4pm: With road closure for midway booths, starting at Sears (6th) to 3.5nd street

Vendors are responsible for booth set up and clean up • Vendors are responsible for providing an easy-up tent, a table and any additional set-up materials that fit into a 12x12 foot space • No power or water is provided • No live animals at Midway booths or food booths/trucks •

Name: _____ Are you a LABA member? _____

Phone: _____ Date: _____

Business Name: _____

10/31/21 Halloween from 3:30 to 6pm This event has been ongoing and put on really by the business on mineral ave. in 2020 a child was almost hit by a car and it cause a public online outcry. LABA has stepped in to meet with city council

and ask for the road closure, so that we don't end up with 50 community members all asking the same thing. We would like to close the road from Timberline to the Brewery. Most businesses hand out candy to children. In 2020 the event saw over 450 children, in 2019 about 360. The children typically start on mineral then head to the old high school for trunk or treat(Put on by Rotary?) then on up Louisiana. LABA also decorates the light pole for Halloween.

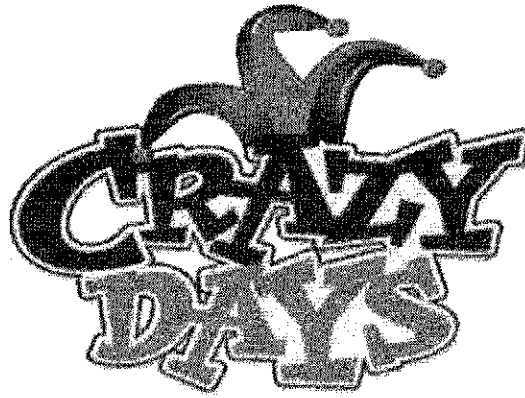
The event: Trick or Treat Store to Store

Where: All of Mineral

Time: 4-6pm

Thank you for your time,

Gail Burger



VENDOR APPLICATION

Friday, August 27th and Saturday, August 28th.

Libby Crazy Days is a weekend event for all ages. On the fourth weekend of August, Downtown Libby retailers offer crazy sales for customers. While the crazy deals take place, Saturday event goers can partake in Midway Game Booths, Sidewalk Sales, Independent Sales Vendors and the Sidewalk Chalk Art Contest with awards, awards for best game booth and best Crazy Days decorations. (Costumes and store front.)

The Vendor Application is due by August 5, 2021.

Friday 11-4pm: Crazy sidewalk sales.

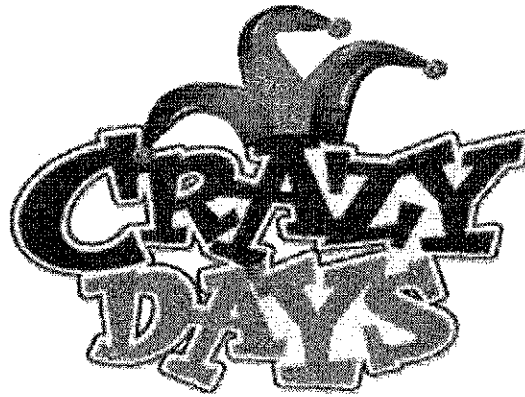
Saturday 11am-4pm: With road closure for midway booths from 10am-5pm, starting at Sears 6th to 2nd street. Vendors are responsible for booth set up and clean up • Vendors are responsible for providing an easy-up tent, a table and any additional set-up materials that fit into a 12x12 foot space • No power or water is provided • No live animals at Midway booths or food booths/trucks • Petting zoos and pet adoption booth by prior approval •

Name: _____ Are you a LABA member? _____

Phone: _____ Date: _____

Business Name: _____

Item Selling or Midway Booth: _____



Amount paid: _____ Check Cash

We will be participating in: (please circle)

Friday: Sidewalk Sales Sidewalk Vendor Food Vendor Truck-Both Days

Saturday: Sidewalk Sales Sidewalk Vendor Midway Booth

1 Item Food Vendor

Please circle fees:

\$25.00 midway game booths-Saturday only

\$100.00 food truck fees, covers both days

\$50.00 one food item vendor fee –Saturday only

\$25.00 vendor booth fee. Avon, Tupperware, etc.(LABA Members pay no booth fees)

Sidewalk Chalk Art Contest- Separate Application-10.00 entry fee.

Libby area Business Association is not responsible for lost/damaged or stolen items. Vendors and participants are participating at their own risk. LABA reserves the right to refuse booth space and to close booths if we feel they are unsafe or not participating in a family friendly manner. No Refunds. This event will take place rain or shine. All decisions are final on booths and contest winners. By signing the vendor application you indicate you agree with the above stated rules.

Libby Area Business Association
302 California ave.
Libby, MT 59923
406-293-5311

Samuel Sikes

From: TROY DOUTHIT
Sent: Thursday, June 10, 2021 2:30 PM
To: samuel.sikes@cityofflibby.com
Subject: Road closure request
Attachments: City council plan.docx

Hi Sam, attached please find the request for the street closure for the chainsaw carving contest. Please let me know if you have any questions.

Thank you,

Troy Douthit
Director
Kootenai Country Montana Foundation

The 2021 Kootenai Country Montana International Chainsaw Carving Championship

We are applying for the same street closure plan as 2019 and 2020 with one exception. It is extremely important to Kootenai Country Montana to always maintain a positive and cooperative presence in Libby for both its people and businesses. We wish to maintain the positive feedback we received from last year with the following closures: the first block of Mineral Ave from the North end of the West lane of the East 1st St roundabout, with a pass-through lane for resident parking in the apartments on the west side of the street to a section just past East 2nd St not to block off the curb cut and allow Mineral Avenue access to Bill's Auto. It will also extend West on East 2nd St up to the curb access of Tony's Muffler so as to provide the same. Then it will extend East on East 2nd St up to Gene's Body Shop, again to still allow them full access to their facility. Sunday we are requesting that the closure include the entire block of West 2nd St from Mineral Ave to California Ave to better facilitate the final auction.

Timeline of events:

9/08- Street closure Wed 7 AM for setup of carvers, vendors and public safety barriers.

9/09- First carving session 8AM-10:15AM. Break from 10:15AM to 10:30AM. Quick carve 10:30 AM to Noon. Lunch Noon to 1PM. Second carving session 1PM to 6PM.

9/10- First carving session 8AM-10:15AM. Break from 10:15AM to 10:30AM. Quick carve 10:30 AM to Noon. Lunch Noon to 1PM. Second carving session 1PM to 2PM. Quick carve auction 2PM to 3PM. Last carving session 3PM-6PM.

9/11- First carving session 8AM-10:15AM. Break from 10:15AM to 10:30AM. Quick carve 10:30 AM to Noon. Lunch Noon to 1PM. Second carving session 1PM to 2PM. Quick carve auction 2PM to 3PM. Last carving session 3PM-6PM.

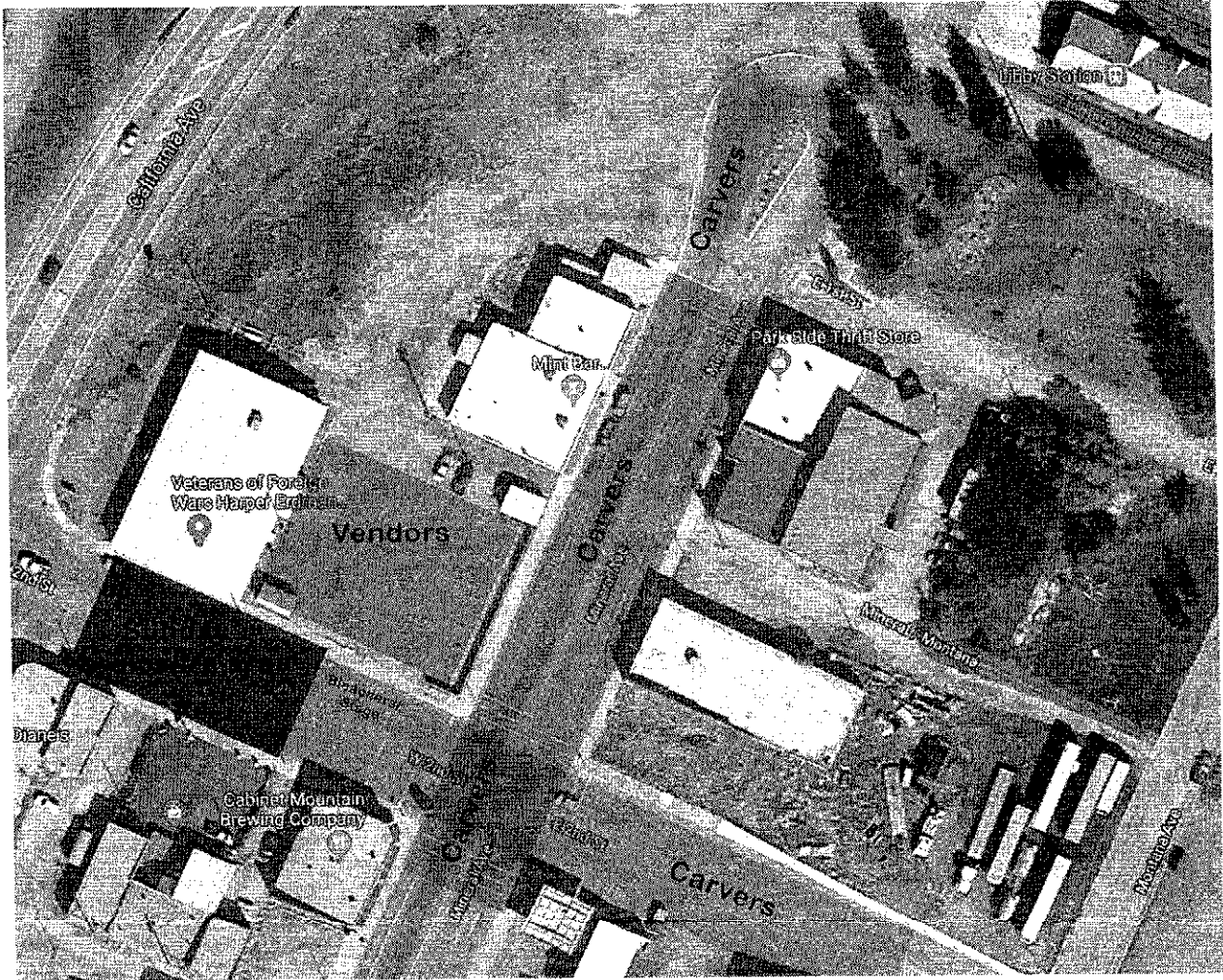
9/12- Final carving session 8AM-10:15AM. Break from 10:15AM to 10:30AM. Quick carve 10:30 AM to Noon. Lunch Noon to 1PM. Awards presentation and final auction 1PM to 4PM. Cleanup 4PM until finished.

9/13 6AM Street will be clean and ready for sweeping.

Execution:

- Security will be on duty from Wednesday evening until beginning of carving Thursday, end of carving every consecutive day until beginning of carving the next day. The last security detail will end Sunday morning at the beginning of carving.
- Crowd control will be accomplished through caution tape separating the crowd from the carvers. The entire street will be closed off from the public, and the observation area will be the sidewalks surrounding the event.
- Debris will be cleaned up continually during the event. The cleanup lane will be the center of Mineral avenue to better reduce the public exposure to the process. The smaller footprint of last year's event allowed for more streamlined cleanup work. Debris will be hauled to Libby Landfill and placed in the wood refuse area.
- Portable toilets including a handicap accessible unit and handwash station will be available to the public.
- Trash bins will be placed at the street corners of the event.
- The concession area including the beer garden will be contained in the parking lot of the Libby VFW
- We are requesting an open alcohol container exception for the duration of the event during the hours of 8 A.M. to 6 P.M., 9/9-9/11 and 9/12 8 A.M. until 1 hour after the final auction
- We will have no dogs allowed signage up around the entire event.

Map of proposed event area



Subject Re: Annex Resolution
From Dean Chisholm <dean@chisholmlawfirm.com>
To Samuel Sikes <samuel.sikes@cityoflibby.com>
Cc Jim Hammons <jim.hammons@cityoflibby.com>, charlotte luedecke
<charlotte.luedecke@cityoflibby.com>, jody.martin@cityoflibby.com <jody.martin@cityoflibby.com>
Date 2021-06-16 13:04



Look good to me. Call with any questions-

Dean

Sent from my iPhone

On Jun 13, 2021, at 11:12 AM, Samuel Sikes <samuel.sikes@cityoflibby.com> wrote:

Dean,

We put this Resolution together for the Council Meeting on the 21st. Could you make sure it looks okay. As I will be out all week could you get with Jim for any changes that are required.
Appreciate it,

Samuel Sikes
City Clerk/Treasurer
P O Box 1428
952 E . Spruce St.
Libby, Montana 59923
City Hall (406) 293-2731 ext 2
samuel.sikes@cityoflibby.com

<Res. 1983 Fritts Annexation.doc>

<Cabinet Affordable Housing - Board Presentation May 2021.pptx>

<Scan0588.pdf>

RESOLUTION NO. 1983

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBBY, MONTANA
APPROVING THE ANNEXATION OF PROPERTY LOCATED IN NW 1/4, SW 1/4, NE
1/4 OF SECTION 4, T30N, R31W, M.P.M.**

WHEREAS, American Covenant Senior Housing Foundation owns certain real property located in the NW 4, SW 4, NE 4 of Section 4, T30N, R31W, M.P.M., more particularly described as irregular Plat No. 2076; and

WHEREAS, the property above described is located at the intersection East of Education Way and South of U.S. Highway 2; and

WHEREAS, American Covenant Senior Housing Foundation petitioned the City of Libby to annex the above described property in an email dated April 27, 2021;

WHEREAS, this Resolution supercedes any previous Resolutions; and

WHEREAS, Mont. Code Ann. § 7-2-4601 (2009) permits annexation into a city of land requested to be annexed by the owner through Petition,

NOW THEREFORE, be it hereby resolved by the Libby City Council that the above described property be annexed into the City of Libby pursuant to a Petition filed by its owner, American Covenant Senior Housing Foundation.

Passed and approved this 21st day of June 2021.

Brent Teske, Mayor

ATTEST:

Samuel Sikes, City Clerk/Treasurer

INDEXED

2076

x

Ralph Jam - to -

William D. McGlumphy, Esq

Sec 4 - Twp 30 Rge 31W

WD 7/22 1965

2AAA

STATE OF MONTANA
COUNTY OF LINCOLN

Filed this 27th day of June A. D. 1973
 at 2:15 P. M.
Edward L. Vaughn
 County Clerk
 By W. D. McGlumphy
 Deputy

DESCRIPTION

An irregular tract of land near Libby in Lincoln County, Montana, lying wholly within the NW 1/4, SW 1/4, NE 1/4 of Section 4 Twp. 30 N., R. 31 W., M.P.M., containing 3.881 acres, more or less, and more particularly described as follows: Beginning at a steel rod on the south line of the NW 1/4, SW 1/4, NE 1/4 of Section 4 Twp. 30 N., R. 31 W., M.P.M., as a distance of 125.0 feet east of the southwest corner thereof; thence west 109.0 feet to a steel rod on the north-south centerline of said Section 4 a distance of 200.0 feet; thence along said right of way line, parallel to the north-south centerline of Section 4 a distance of 450.19 feet to an intersection with the southwesterly right of way line of U. S. Highway No. 2; which point is S 89° 04' 55" E 23.55 feet from the northwest corner of said NW 1/4, SW 1/4, NE 1/4; thence, along said right of way line, S 55° 04' 55" E 290.07 feet; thence S 31° 06' 51" E 100.0 feet; thence, continuing along said right of way line, E 50° 53' 05" S 224.14 feet; thence along said right of way line, S 22° 31' E 305.46 feet to a steel rod on the south line of said NW 1/4, SW 1/4, NE 1/4; thence, along said south line, west 161.58 feet to the point of beginning.

U.S. Highway No. 2
(State reports S 57° 26' 15" E)

NW4 SW4 NE4
Sec. 4 Twp. 30 N., R. 31 W., M.P.M.

3.881 Acres

A 1/4 Sec. 4 NW 1/4 and the NE 1/4 Corner of this tract of land were found in place, set by others. The SW corner we established at the midpoint between the center of the NW 1/4 Section and the NE Corner of the NW 1/4 Sec. 1/4 NW 1/4. Similarly we established the SE Corner at the midpoint between the NW Corner and a point on the east-west centerline half way between the Center of the Section and the Center 1/10 Corner. The north line of said tract was found to be 662.7 feet instead of the 662.7 feet reported.

LINCOLN COUNTY, MONTANA.

McGlumphy Survey

County Road

KOOTENAI
VALLEY
GRANGE



N 0° 04' 31" W 662.7'
N 0° 06' 31" W 450.19'

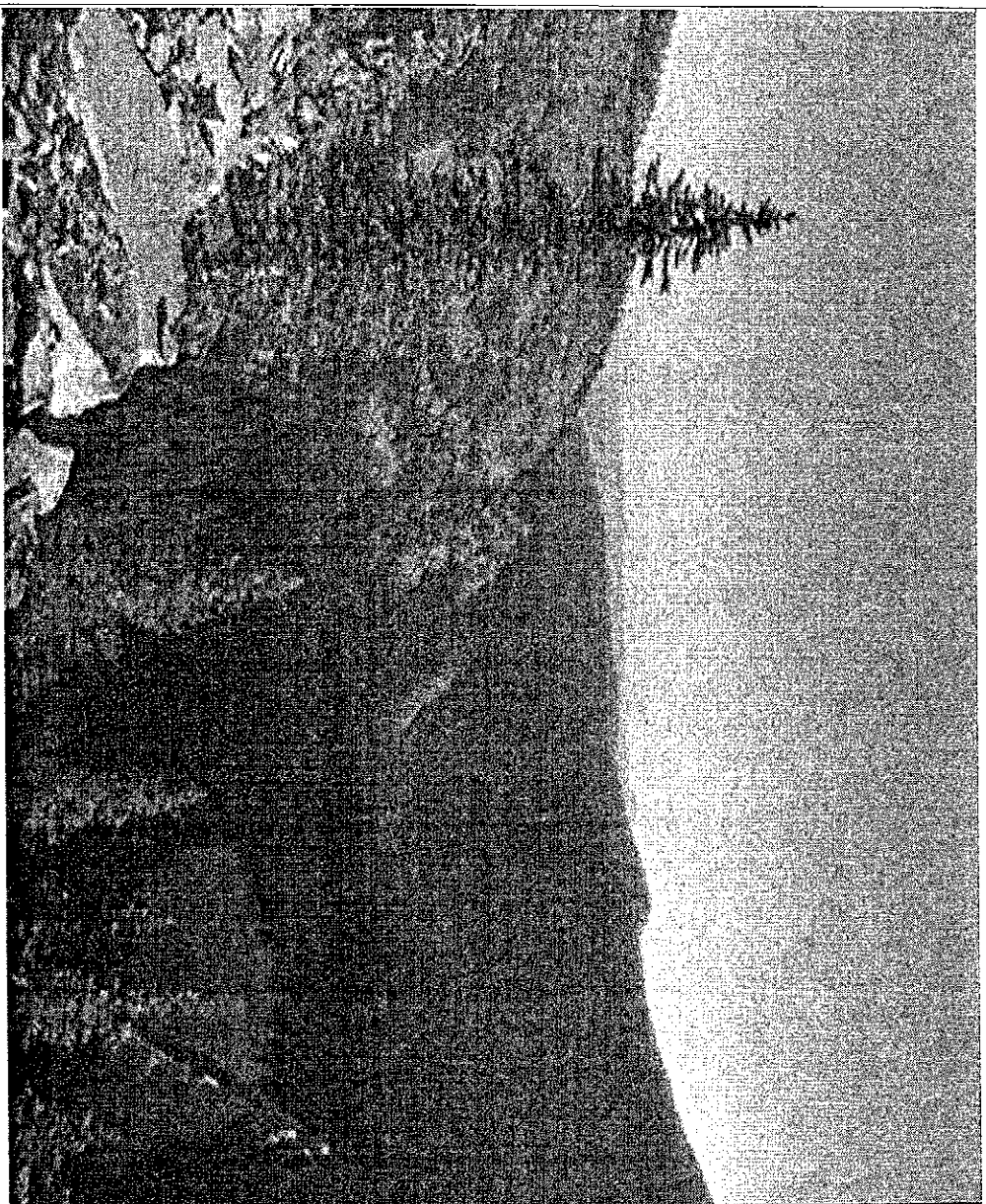
WEST 109.0'
N 0° 06' 31" W 200.0'

WEST 161.58'
POINT OF BEGINNING

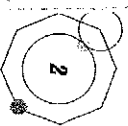
Cabinet Affordable Housing

Libby, Montana





Project Summary



Project Highlights



New Construction

- New Construction
- Single-family Duplex
- 24 units
- 4 units are ADA compliant
- Superior Green Building & Amenities



Rural

- Libby, Montana
- Population less than 3,000
- Limited housing stock, with 58% of all homes being pre-1978



Need & Location

- Only one previous 9% allocation for area, over 20 years ago
- Never been an allocation for FAMILY in Lincoln County
- 30%+ of renters in Libby are cost burdened.
- All project rents are at or below 50% AMI



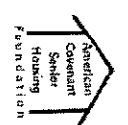
Services

- Community Action Partnership office onsite.
- Heating assistance and Employment & Training for qualified households
- Money Management and Rental courses

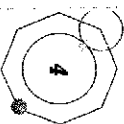
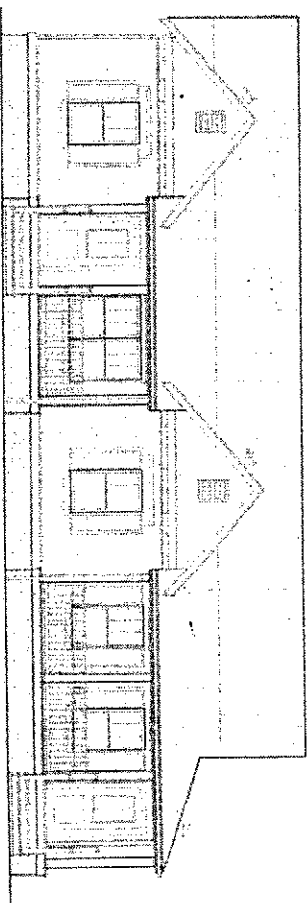
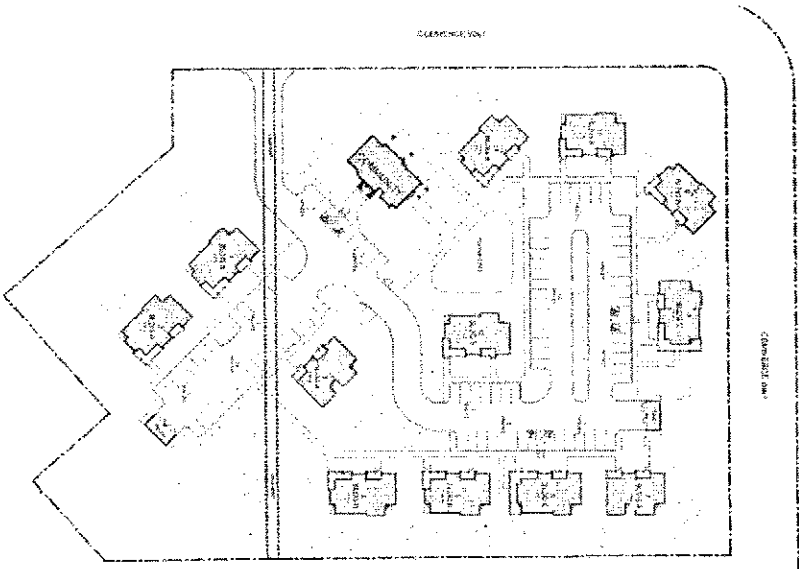


Non-Profit Ownership

- Community Action Partnership of NW MT
- American Covenant Senior Housing Foundation, Inc.



Proposed Site Plan & Elevation



Green Initiatives



Energy Efficiency

- Superior Insulation
- * R50 Ceiling
- * R38 Walls
- Insulated Doors
- Low-E Windows



Energy Efficiency Cont.

- Solar
- Energy Star Appliances
- LED Lighting
- Hardie Board type siding



Heating/Cooling

- Air Conditioning
- Ceiling fans
- Energy Star Water Heaters
- Metal Roofing



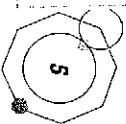
Water Conservation

- water flow saving devices
- Water efficient landscaping



Health & Safety

- 100% Smoke free policy
- Use of Low/No VOC paints/adhesives

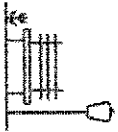


Amenities



Parking

28 Designated Covered
Parking spaces
4 of the designated
spaces will be Van
accessible



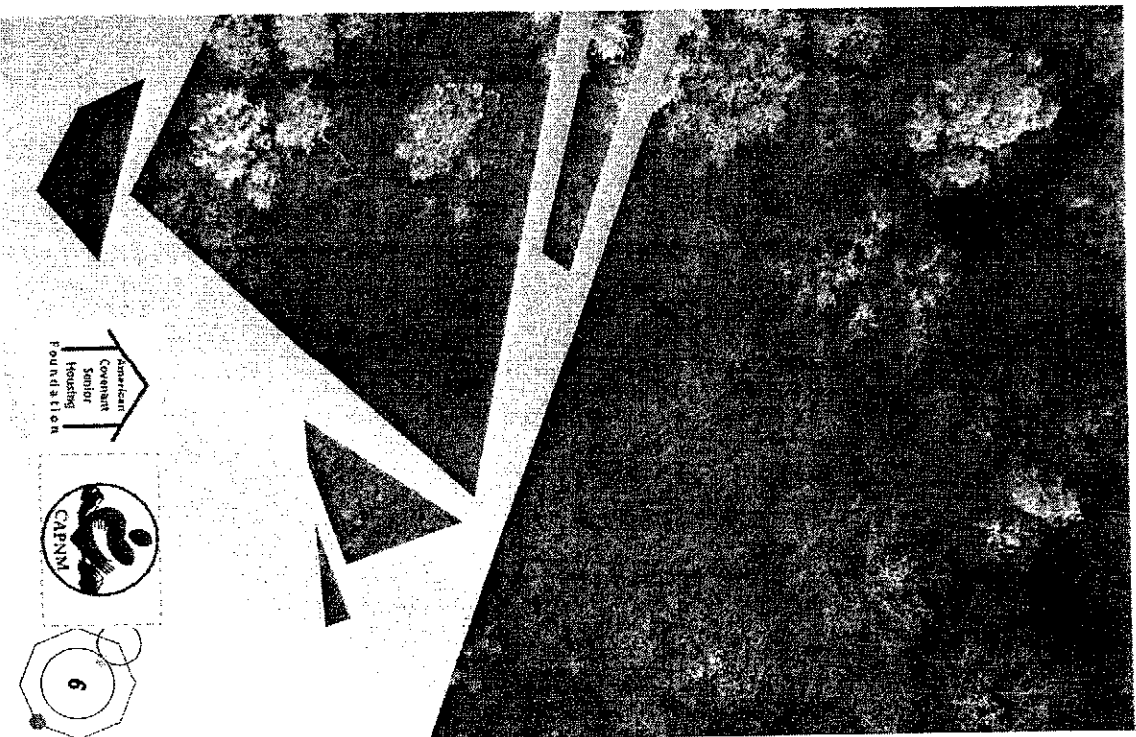
Outdoor Space

Outdoor Green Space
Play Area
Patios



Community Room

Tenant use Computers
WiFi
Amazon Fire tablet
.provided to each unit



Libby Growth Policy

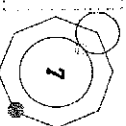
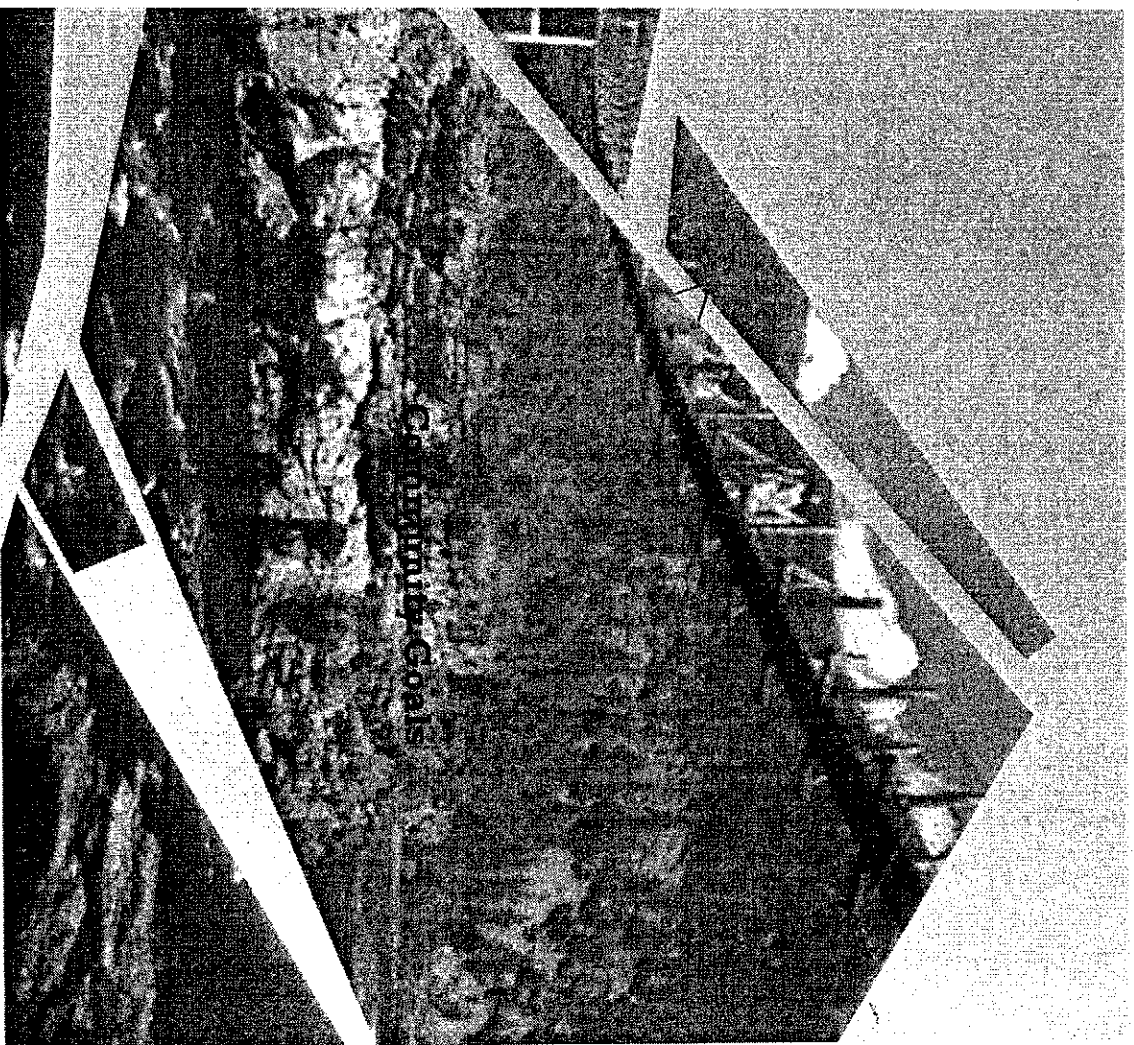
Housing:

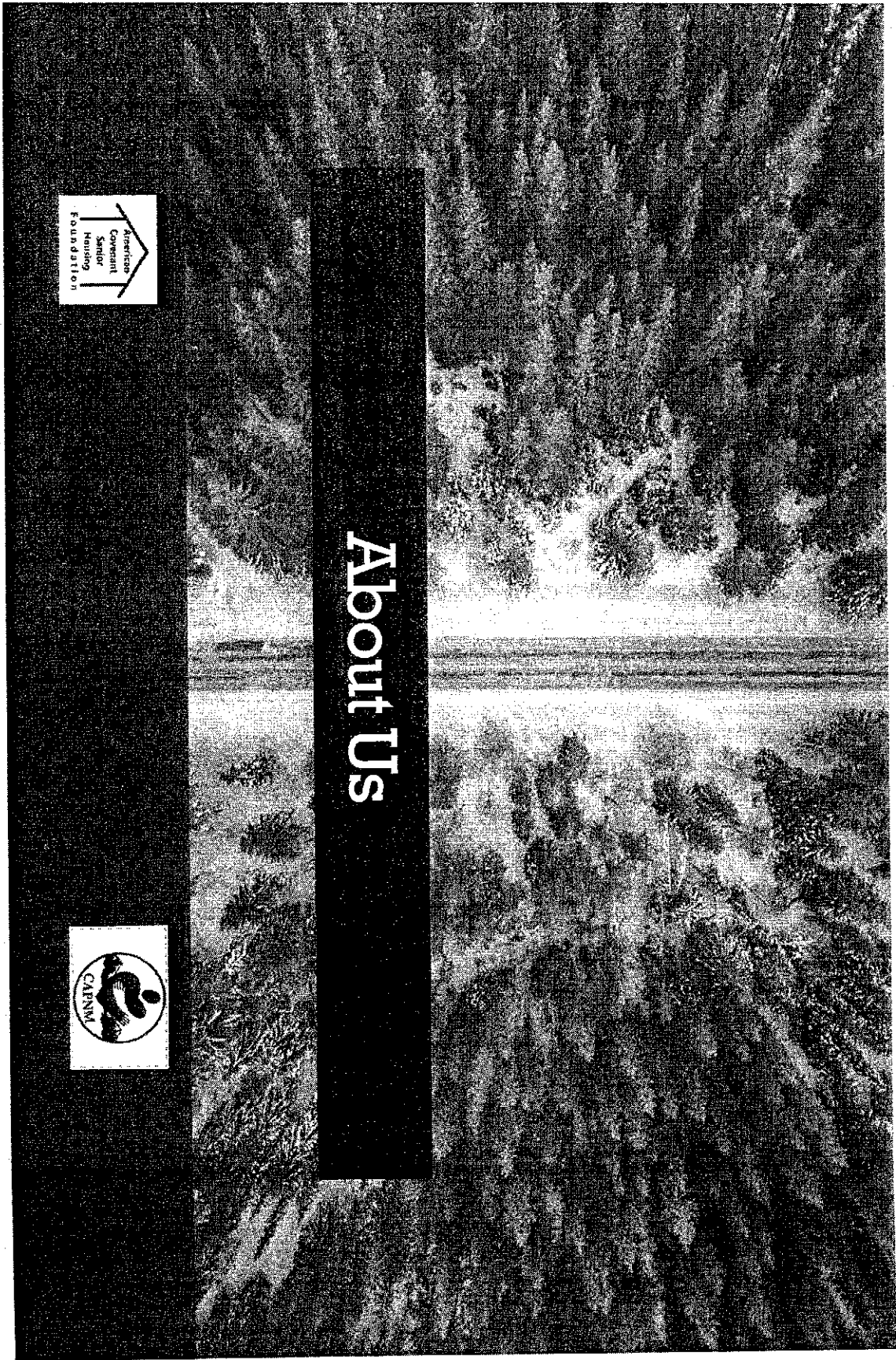
“Support development of a variety of housing opportunities to meet different needs of the community through efficient use of space, orderly growth consistent with high quality of life, fiscal responsibility and consideration of the natural environment.”



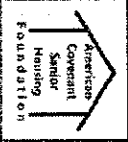
Community Goals:

- 1.) Increase the availability of affordable housing.
- 2.) Maintain the aesthetic of the traditional neighborhoods of central Libby.
- 3.) Balance development with respect for natural features, the built environment and existing neighborhoods.





About Us



Team



American Covenant Senior Housing Foundation

ACSHF is a 501c3 Non-Profit Organization.

ACSHF has been providing safe, quality, and affordable housing for moderate to low-income seniors and families since 2003.

ACSHF has developed and own a total of 242 units in Montana, Utah, Nevada, Indiana & South Carolina.

ACSHF has been awarded LIHTC for 2 projects. A 24-unit Senior project in Wyoming and a 30-unit family project in Nevada.



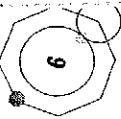
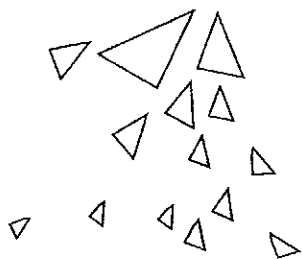
Community Action Partnership of NW Montana

CAPNM is a 501c3 Non-Profit Organization.

CAPNM has been helping people, improving lives and strengthening communities since 1976.

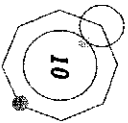
CAPNM has developed and own LIHTC properties throughout Northwest Montana. CAPNM owns a total of 152 units, many of which are LIHTC units.

CAPNM serves individuals/families by identifying and using available community resources and service to promote long-term self-sufficiency.



Summary

- A community need exists. There is a shortage of homes that are safe, affordable.
- The City of Libby has identified the goal of increasing the availability of affordable housing within the local growth policy.
- Many of the homes in Libby are pre-1978. Approximately 30% of the homes are pre-1939 (versus 14% average statewide).
- Many tenants are cost burdened, with 30% of renters paying over 30% of their monthly income for housing.
- Libby has almost twice as many families reporting income below the poverty level through out the year versus the statewide average.
- Libby has a higher number of renters per capita than the Montana state average.
- The last tax credit allocation in Libby was senior rehabilitation in 2000 and 1999.
- An opportunity exists to strengthen access to affordable and safe housing for families in Libby Montana, something the community is in great need of.



Thank You

Gerald Fritts



Return to:
Samuel Sikes
Libby City Clerk
PO Box 1428
Libby, T. 59923

PETITION TO ANNEX

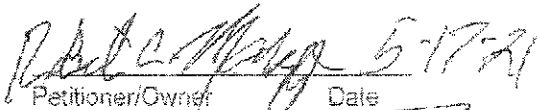
The undersigned hereinafter referred to as Petitioner respectfully petition the City Council of the City of Libby for annexation of real property described below into the City of ~~Katopiti~~ Libby

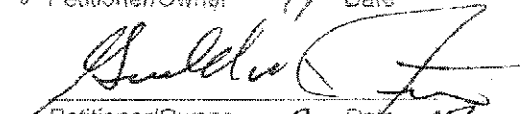
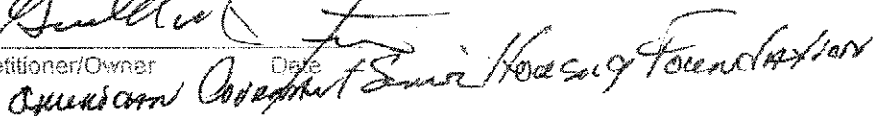
The Petitioner requesting City of ~~Katopiti~~ ^{Libby} annexation of the property described herein and further described in Exhibit A hereby mutually agree with the City of Libby that immediately upon annexation of the land all City of ~~Katopiti~~ ^{Libby} municipal services will be available to the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

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

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

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


Petitioner/Owner Date


Petitioner/Owner Date

Owner/Donor ~~Donald C. Johnson~~ ^{Samuel Sikes Foundation}

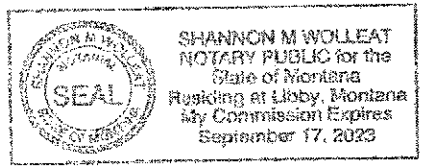
STATE OF MONTANA)
County of Lincoln) ss

On this the 17 day of May, 2021 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert C. Marozzo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

[Signature]

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



STATE OF MONTANA)
County of _____) ss

On this the ____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

Education Way and HWY 2

Review Criteria – per Chapter 17.10, Sections 17.10.080

A. Existing Use:

1. The existing site has no structure but a billboard sign.
2. The site is currently vacant
3. the site is in the County.
4. One well is located on the property

B. Proposed Use:

1. Construction of a two-story building of approximately 46,000 square feet housing 52 units of assisted living/memory care.
2. We are requesting 1.5 parking space per unit.
3. an estimated 1000 square feet of commercial space medical related tenants.

C. General Welfare of the Neighborhood and Community

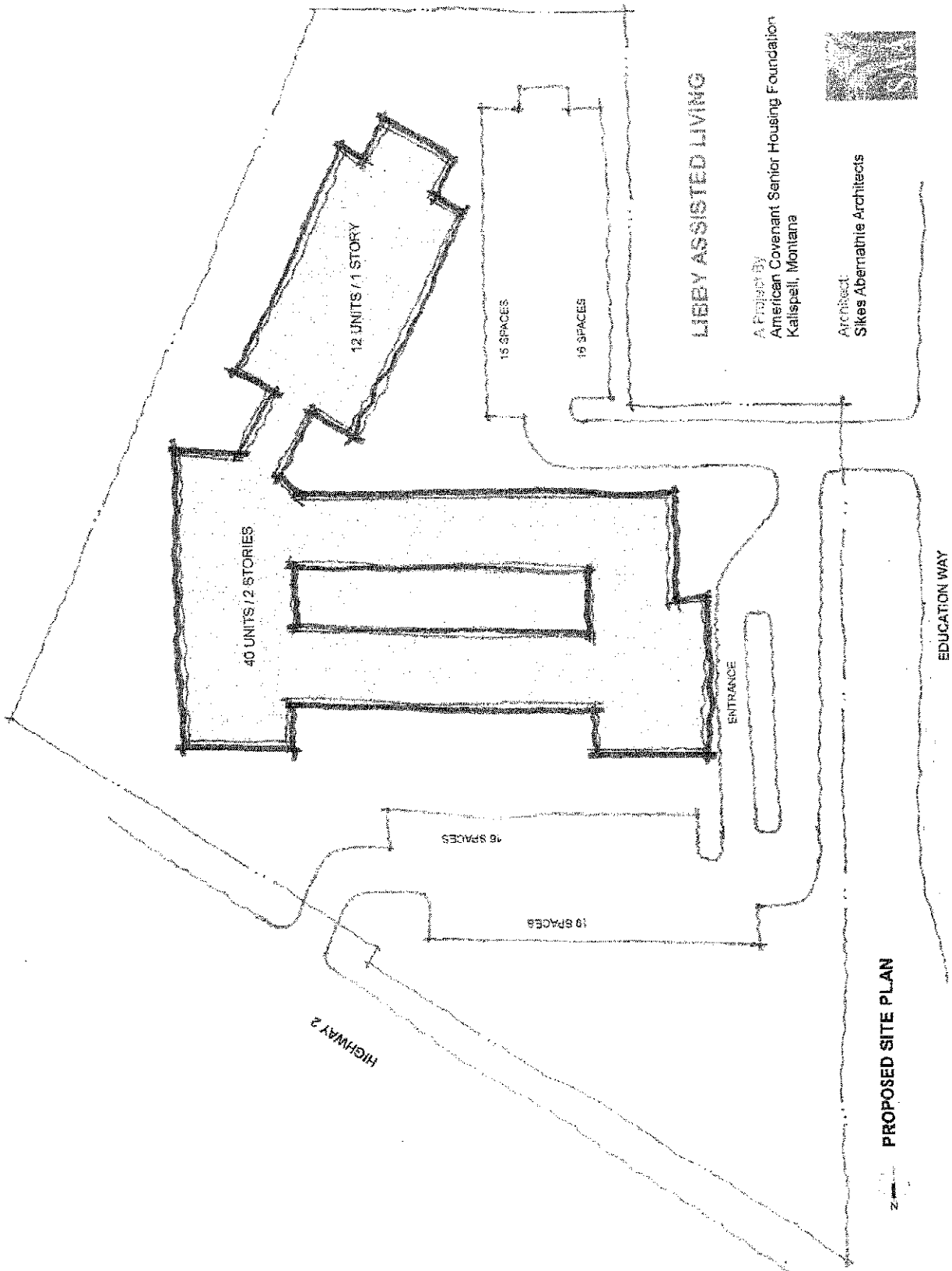
1. • The proposed usage is compatible with the neighboring usage.

D. Compatible Character of the Surrounding area in terms of site planning, building scale and program design.

1. The building will be of wood and glass similar to the Cabinet Clinic.
2. The majority of the building will be two stories

E. Safety, Noise, Traffic and Lighting

1. The existing functions at this site provide minimal noise and traffic in the area.
2. The Assisted Living Community will generally not add to the noise or safety concerns of at this site.
3. New access and on-site parking will eliminate any concerns for traffic to the site.



LIBEY ASSISTED LIVING

A Project By
 American Covenant Senior Housing Foundation
 Kellispell, Montana



Architect:
 Sikes Abernathie Architects

PROPOSED SITE PLAN

EDUCATION WAY

HIGHWAY 2

40 UNITS / 2 STORIES

12 UNITS / 1 STORY

16 SPACES

16 SPACES

19 SPACES

19 SPACES

ENTRANCE



City of Libby

952 E. SPRUCE | POST OFFICE BOX 1428
LIBBY, MT. 59923 | Phone 406-293-2731 | Fax 406-293-4090 | Website: www.cityoflibby.org

1. Land in project (acres) 3.89 acres

2. Current estimated market value 426,000

Estimated market value of proposed development at 50% build out \$ 4,000,000

Estimated market value of proposed development at 100% build out \$ 8,000,000

3. Is there a Rural Fire Dept RSID or Bond on this property? YES NO

If yes, remaining balance is: \$ _____

4. Present zoning of property N/A

5. Proposed zoning of property MF TO ACCOMMODATE 52 units (Business Residential)

6. State the changed or changing conditions that make the annexation necessary:
TO ALLOW USAGE OF City utility

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

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

See attached

sub

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

[Signature]
Applicant Signature

5/14/2021
Date

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into this ____ day of June, 2021, by and between the City of Libby, Montana, herein referred to as the "City" and Land Solutions, LLC, whose address is 36708 Leon Road, Charlo, MT 59824, herein referred to as the "Contractor."

WHEREAS, the Montana Department of Commerce, herein referred to as "the Department," has awarded the City grant funds under the Montana Community Development Block Grant (CDBG) Program for purposes of completing updates to the city growth policy; and

WHEREAS, the City desires to engage the Contractor to render certain services related to above described CDBG project; and

WHEREAS, the City has complied with state and federal procurement requirements regarding the selection of contractors; and

WHEREAS, the City desires to enter into an agreement with the Contractor as hereinafter provided to assure the effective performance and management of the project.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. LIAISONS.

For the City:

Jim Hammons (or successor)
City Administrator,
City of Libby
952 East Spruce Street
Libby, MT 59923
(406) 293-2731, Ext 4
jim.hammons@cityoflibby.com

For Land Solutions, LLC:

Dave DeGrandpre (or successor)
Managing Member,
Land Solutions, LLC
36708 Leon Road
Charlo, MT 59824
406-885-7526
dave@landsolutionsmt.com

2. EMPLOYMENT OF CONTRACTOR. The City agrees to engage the Contractor, and the Contractor agrees to provide the services described in EXHIBIT A, PROJECT BUDGET AND IMPLEMENTATION SCHEDULE, in order to provide for the performance and management of the CDBG project for the City as approved by the Department.

3. INDEPENDENT CONTRACTOR. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding.

4. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING. The Contractor may not assign, transfer, or subcontract its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Nothing herein shall restrict current owner and managing member of Land Solutions, Dave DeGrandpre, from transferring ownership and management of the LLC to Joel Nelson or a holding or business entity owned by Joel Nelson. In the case of such transfer, Land Solutions, LLC will notify the City of Libby immediately, including necessary changes or supplements to this contract. Project personnel to carry out the contract must still include Joel Nelson and/or Dave DeGrandpre unless otherwise authorized by the City of Libby.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE. This Contract shall take effect upon execution by the parties and will terminate upon completion of the scope of services provided in EXHIBIT A, PROJECT BUDGET AND IMPLEMENTATION SCHEDULE, unless terminated earlier in accordance with the terms of this Contract. The activities to be performed by the Contractor will be completed according to the schedule provided in EXHIBIT A.

6. COMPENSATION. For the satisfactory completion of the services to be provided under this Contract, the City will pay the Contractor a sum not to exceed \$50,000. Labor is \$110 per hour, travel is \$38 per hour, mileage is \$0.57 per mile, per diem at the current state rate, and direct costs (printing, lodging, etc.) are billed at-cost (no markup).

The Contractor will submit monthly requests for payment (invoices), based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed. The City will pay Contractor within 30 days of receiving each invoice.

7. CONTRACT AMENDMENT. Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.

8. CONDITIONAL AGREEMENT. It is expressly understood by the parties hereto that this Contract is dependent and conditioned upon the receipt by the City of CDBG funds from the Department and that, in the event that said funds are not provided, the City incurs no responsibilities or liabilities under this Contract.

9. TERMINATION OF CONTRACT. This Contract may only be terminated in whole or in part as follows:

(a) Termination due to loss of funding. The City may, at its sole discretion, terminate or reduce the scope of this Contract if available CDBG funding is eliminated or reduced for any reason. If a termination or modification is required, the City will, to the extent permitted by available CDBG funds, compensate the Contractor for eligible work elements the Contractor has completed and for approved, eligible, reasonable, and necessary expenses incurred by the Contractor as of the revised termination date. The City will give the Contractor written notice of the effective date of the modification or termination of this Contract and, if a reduction in funding is required, will provide the Contractor with a modified Project budget.

(b) Termination for cause.

(i) If the City determines that the Contractor has failed to comply with the terms and conditions of the Contract, the City may terminate this Contract in whole or in part at any time. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the City by reason of the Contractor's failure to comply with this Contract.

Any costs or expenses incurred by the Contractor from obligations arising during a suspension or after termination of this Contract are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently in writing thereafter. Other necessary and not reasonably avoidable Contractor costs incurred during suspension or after termination are allowable if:

- 1) They result from obligations properly incurred by the Contractor before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, non-cancellable; and
- 2) The costs would be allowable if the Contract were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(ii) Notwithstanding the above, the Contractor is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

10. AVOIDANCE OF CONFLICT OF INTEREST. The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The Contractor will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Parts 84, 85, and 570.611, and with sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, (as applicable) regarding the avoidance of conflict of interest.

11. DOCUMENTS INCORPORATED BY REFERENCE.

The City application to the Department for CDBG funding, including any written modifications resulting from the review of the application by the Department, and all applicable federal, state, and local laws, rules, and regulations, are incorporated into this Contract by this reference and are binding upon the Contractor.

12. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Contractor pursuant to this Contract are the property of the City and the Montana Department of Commerce, which have royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the City and the Department.

13. ACCESS TO AND RETENTION OF RECORDS. The Contractor agrees to provide the City, the Department, HUD, Comptroller General of the United States, Montana Legislative Auditor, or their

authorized agents access to any records necessary to determine Contract compliance. The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of five (5) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Contractor's office.

14. REPORTS AND INFORMATION. The Contractor will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or its authorized representative, and will be retained for five (5) years after receipt of final payment for the services rendered under this Contract unless permission to destroy them is granted by the City.

15. PROJECT MONITORING. The City, the Department, or any of their authorized agents may monitor and inspect all phases and aspects of the Contractor's performance to determine compliance with the SCOPE OF SERVICES, and other technical and administrative requirements of this Contract, including the adequacy of the Contractor's records and accounts. The City will advise the Contractor of any specific areas of concern and provide the Contractor opportunity to propose corrective actions acceptable to the City.

16. INDEMNIFICATION. The Contractor agrees to protect, defend, and save the City and the State, their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, and subcontractors.

17. INSURANCE.

A. General Requirements. The Contractor shall maintain for the duration of this Agreement, at its cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the duties and obligations in this Contract by the Contractor, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

B. Professional Liability Insurance. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

E. General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana with a Best's rating of at least A-. The Contractor shall notify the City immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The City reserves the right to request complete copies of the Contractor's insurance policies at any time, including endorsements.

18. CIVIL RIGHTS ACT OF 1964. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VII, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. COMPLIANCE WITH NONDISCRIMINATION LAW. The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local nondiscrimination laws, rules, and regulations, including but not limited to the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11246 of Sept. 24, 1965, and Section 504 of the Rehabilitation Act of 1973. Any contracting, subletting, or subcontracting by the Grantee subjects contractors, subcontractors, and subrecipient entities to the same provision. In accordance with Mont. Code Ann. § 49-3-207, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the

20. COMPLIANCE WITH WORKERS' COMPENSATION ACT. Contractor is required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the City under this Contract. Proof of compliance may be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the City or the State of Montana. This insurance/exemption must be valid for the entire term of the Contract.

21. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

22. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.

23. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246, the Contractor will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Contractor will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the local government CDBG recipient upon request.

24. JURISDICTION AND VENUE. This Contract is governed by the laws of Montana. The parties agree that any litigation concerning the Contract must be brought in the 19th Judicial District in and for the County of Lincoln, State of Montana.

This Contract will be construed under and governed by the laws of the State of Montana.

25. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

26. DEBARMENT. The Contractor certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the City.

27. FORCE MAJEURE. Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

28. SEPARABILITY. A declaration by any court, or any other binding legal source, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

29. NOTICE. All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons as identified herein either by first class mail or personal service.

30. NO ARBITRATION. Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under this Contract.

31. NO WAIVER OF BREACH. No failure by the City to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the City to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee.

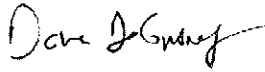
32. INTEGRATION. The Contract contains the entire agreement between the parties, agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

City of Libby:

BY: _____

TITLE: _____

Land Solutions, LLC:

A handwritten signature in black ink that reads "Dave J. Gentry". The signature is written in a cursive style with a long horizontal flourish extending to the right.

BY:

TITLE: Managing Member

EXHIBIT A

PROJECT BUDGET AND IMPLEMENTATION SCHEDULE

Project Budget: \$50,000 with City option to incorporate an update of the 2005 Libby Downtown Revitalization Plan and Mineral Avenue Streetscape Master Plan into the Growth Policy update at an additional cost of \$8,000 billed at the same rates. The source of those funds is a Montana Main Street Program Grant.

Implementation Schedule:

Month	Task #	Task
July 2021 – End of Project	1	Create and maintain a project website and/or social media account for information dispersal and an avenue for public input.
June - Aug 2021	2	Assess information in the current growth policy and update data as necessary and as available. Solicit input from a broad group of stakeholders.
Sept 2021	3	Conduct focus group meetings to discuss the current statistics, demographic, and economic conditions and trends in Libby; and evaluate the progress and status of one or more growth plan elements looking at such items as accomplishments to date, revision needs, and priority changes. Incorporate findings into written document of major elements of the draft growth policy update document.
October 2021	4	Hold public meetings with the Libby Planning Board to present and discuss key focus group findings and recommendations, community preferences for addressing various issues, and local capacity for implementing different types of potential policies and implementation measures (goals, objectives, and actions).
November 2021	5	Update the major elements of the draft growth policy document and incorporate implementation measures as recommended by the Libby Planning Board.*
December 2021 – January 2022	6	Libby Planning Board conducts public hearings on draft updates to the growth policy, and makes recommendations to the City Council for consideration and action.
January 2021 – February 2022	7	City Council public hearings and adoption of final amended growth policy (revisions as necessary). Final documents completed.*
Throughout	8	Project management and administration.

*Deliverables to be submitted along with grant drawdown and close-out requests.