



CITY OF LIBBY

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REGULAR COUNCIL MEETING #1560

JANUARY 4, 2021 @ 7:00PM

COUNCIL CHAMBERS – CITY HALL

CALL TO ORDER:

- Pledge of Allegiance
- Roll Call
- Welcome
- Prayer
- Approve City Council Meeting Minutes for #1559 dated 21 December 2020.

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 new business licenses received to date.
 - a. Never a Dull Moment, LLC, 110 E. 6th St., Type of Business.
2. Approve claims and payroll for December of 2020.
3. Approve all Beer, Wine or Liquor Licenses received to date.
 - a. Rosaur's Food and Drug, 703 W. 9th St.
 - b. Town Pump, US Hwy 2.
 - c. Lucky Lil's, 200 E. 9th St.
 - d. Lucky Logger, US Hwy 2.
 - e. Switchback Bar and Grill, 1111 W. 9th St.
 - f. Pastime Bar and Lounge, 216 Mineral Ave.
 - g. Libby Empire Foods, 1406 Minnesota Ave.
 - h. VFW Post 1548, 114 W. 2nd St.
 - i. American Legion, 319 California Ave.
 - j. Gold Pan Casino, 420 E. 9th St.
 - k. Crosscut Casino, 812 W. 9th St.
 - l. Harold's Casino, 116 E. 9th St.
 - m. Maggie's 2 Casino, 519 E. Larch St.
4. Approve all Coin Operated Licenses received to date.
 - a. VFW Post 1548, 114 W. 2nd St.
 - b. Pastime Bar and Lounge, 216 Mineral Ave.
 - c. American Legion, 319 California Ave.

UNFINISHED BUSINESS:

1. City of Libby Wildlife Management Plan
2. IP negotiations.
3. Approve (tabled) location for vault toilet at the Cross-Country Ski Course.
4. Approve (tabled) Independent Contractor Agreement for Lincoln County Park District Manager through January 31, 2023.
5. Approve (tabled) Inter-Local Agreement for the upkeep and improvement of the Libby Community Tennis and Pickle Ball Courts.

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.
- No personal remarks shall be addressed to the Council as a body and not to any member of the Council or Staff.
- 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: 12/30/20

UNAPPROVED MINUTES

The City Council held meeting #1559 on Monday, December 21, 2020, 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, Mrs. Williams (via Zoom), Mr. Beach (via Zoom), Mr. Dufficy, Ms. Smith, Mr. Taylor, Mr. Zimmerman (via Zoom) and City Clerk/Treasurer Mr. Sikes.

Mayor Teske welcomed all, and a prayer was offered by Mr. Tom Cole.

Approve City Council Meeting minutes for #1558 dated 7 December 2020. Councilor Zimmerman **MADE A MOTION** to approve and Councilor Beach **SECONDED**.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, and Mr. Zimmerman voted **FOR**.

MOTION PASSED.

Announcements:

Mayor Teske wished everyone a Merry Christmas full of joy and hoped all would enjoy the season with family and friends.

Committee Reports:

City Administrator's Report: None.

Fire: None.

Police: None.

Resolution/Ordinances: None.

Lights/Streets/Sidewalks: None.

Building: None.

Water/Sewer: None.

Zoning Commission: Councilor Smith reported that the Committee in having a meeting at 6 P.M. Monday 28 Dec. 2020 to review Residential A District at City Hall.

Cemetery/Parks: None.

Finance: Mr. Sikes informed the Council that the Annual Financial Report is almost complete, and it should go out on the on the 23rd or 28th of December.

KRDC: Councilor Smith reported that the Committee is talking about several on-going projects such as the Ski Area and where to spend the State COVID-19 monies.

City-County Board of Health: None.

Park District Manager: Mr. Tony Petrusa, Recreational Project Manager, read through the end of year report on the progress of Cabinet Country Consulting. The reading included how the Libby Pool Project was to be on the ballot in November of 2020, but had been derailed due to COVID-19 and was now restricted to quarterly teleconferences. Mr. Petrusa included comments on the progress of the Greater Libby Area Trail Plan informing the Council that no further monies had to be allocated as there is sufficient funding currently assigned.

Councilor Smith brought to Mr. Petrusa and the Council's attention that it is odd to bill Errors and Omissions Insurance to a client as the insurance policy is part of the consulting business itself.

Mr. Petrusa stated that the billing could be renegotiated into the contract and Ms. Smith again reiterated that it is not standard practice to bill that insurance in the current manner. Mr. Petrusa stated that the reason for the insurance is to fulfill contractual needs and could be addressed in the future contract. Mayor Teske informed the Council that further discussion will be held during the New Business portion of the Meeting.

Public Comment on Non- Agenda Items:

Mr. Tom Cole of Libby approached the podium to speak about the Live Nativity Scene on the 19th and 20th of December 2020 held in Libby on Hammon Ave. It was Tom's belief that this event could be comparable to the Car Show and Rodeo in bringing people and revenue into the Libby Community.

Mayor Teske agreed that the attendance was impressive with both lanes being full for blocks around the event.

New Business:

Approve Independent Contractor Agreement for Lincoln County Park District Manager through January 31, 2023

Mayor Teske read through the Independent Contractor Agreement for Lincoln County Park District Manager through January 31, 2023. As to the previous discussion, Mr. Petrusa stated that he would change the hourly rate charged to cover the insurance cost. Mayor Teske declared this item tabled until changes are made in the contract. Mr. Dufficy asked the cost of Errors and Omissions Insurance to which the Mayor answered \$941.00 annually.

Approve Inter-local agreement for upkeep and improvement of the Libby Community Tennis and Pickle Ball Courts.

Mayor Teske read through the Inter-Local Agreement for the upkeep and improvement of the Libby Community Tennis and Pickle Ball Courts mentioning that many changes had been made to the document in the past which made it difficult to locate. When asked by Mayor Teske, Mr. Chisholm stated that there were no legal problems identified within the agreement. Mr. Teske noted that the next steps for the Agreement is Council approval then onto the County, Schools and Parks for approval.

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

Ms. Smith questioned the County's role in the Agreement as a signing party. Mayor Teske answered that the County was financially involved and was a signing party since the beginning. Councilor Smith questioned if the County could still pay and not be party to the Agreement to which Mr. Chisholm answered in the affirmative.

Councilor Williams added that the County was originally part of the Agreement recognizing county residents utilizing the courts. Mayor Teske agreed that the Agreement was set up in the beginning so that the County was a financial contributor only. Councilor Smith stated that any party could terminate from the Agreement mentioning that all parties belonged on the Agreement except for the County questioning why entities always do things the same way. Mayor Teske commented that if the County was exempted, the money may be pulled adding that the County may use the Agreement as a reminder for payment.

Councilor Taylor brought up Section III item C in the Agreement asking that since the City and Schools have insurance why does U Serve not provide insurance for activities. Mayor Teske read through the items in question asking Mr. Chisholm for an opinion. Mr. Chisholm commented that the City and Schools picked up the monetary obligations and U Serve provided the Services at no cost.

Councilor Williams was unsure as to why U Serve did not have insurance for the use and fundraisers that held, adding that the City should investigate this matter. Mayor Teske questioned if we should move forward or table the Agreement.

Councilor Williams **MADE A MOTION** to table the Agreement and Mr. Dufficy **SECONDED**.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

MOTION PASSED and the Agreement was tabled.

Approve renewal of Fraser Management and Consulting, PLLC. Contract

Mayor Teske read the renewal of Fraser Management and Consulting, PLLC. contract. Councilor Smith **MADE A MOTION** to approve the contract renewal and Mr. Dufficy **SECONDED**.

Councilor Smith commented that the City is getting a great deal with Mike Fraser as there is no charge for travel time or calls adding that Mr. Fraser is an asset that the City needs. The Mayor stated that Mr. Fraser is invaluable on contracts and comes to City Hall often to provide information and updates. Ms. Smith added that until an Engineer could be hired on the City staff Mr. Fraser should be retained.

Mr. Chisholm noted that in Section 2 of Exhibit A of the Contract that “of causes shall be, in not greater,” should be changed to “of causes shall not be greater.”

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

MOTION PASSED as amended.

Approve all business licenses received to date.

Mayor Teske read through the business applications for Above and Beyond Roofing, Darby Lee Construction, Windy Cindy Janitorial and DRH Contracting. Councilor Smith **MADE A MOTION** to approve the licenses and Mr. Dufficy **SECONDED**.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

MOTION PASSED.

Unfinished Business:

City of Libby Wildlife Management Plan. Councilor Taylor informed the Council that Ms. Tonya Chilton from the MT FWP was attending the meeting via Zoom. Ms. Chilton thanked the Council for having her

attend to give an update to the plan to dispatch and/or relocate deer within the City of Libby continuing to thank Mr. Taylor for helping to find a refrigeration truck to contain deer carcasses.

Ms. Tonya Chilton briefed that the MT FWP had hired a deer trapping technician and had made preparations with the Food Bank to receive deer carcasses once negative CWD testing was confirmed. Tonya continued to speak as to the MT FWP being set up to start counting deer in a biannual survey starting next year to identify deer density within the City to make dispatch or relocation decisions.

Ms. Chilton mentioned that the FWP currently has a list of landowners that allow trapping but could use more options and areas as well as needing people to volunteer to count the deer. Mayor Teske offered that the City has some land that could be suitable for trapping then questioned if there was a trapping quota. Tonya confirmed that last year just under 70 were dispatched or relocated with the hopes for around 100 this next year.

Councilor Williams asked, if someone were interested, who would be contacted to assist the FWP also wondering how deer that are so mobile could be counted in the City. Ms. Chilton gave her work number of (406) 291-0568 and answered that the plan is to count using City blocking where the counter drives every other block counting in only one direction to get full coverage while not double counting adding that counting deer is not an exact science.

Counselor Beach questioned the numbers concerning deer harvesting and CWD for the year and if the trends were up or down. Tonya responded that the new numbers were not in but that it seemed that harvesting was roughly equal or higher while the positive CWD seemed a little lower. Mr. Beach requested if the next update could include areas where numbers were spiking which was agreed to as a good idea.

IP Negotiations. Mayor Teske informed the Council that there was a Zoom chat with the EPA, DEQ and IP over the ground water but it had to be ended as IP wanted to go into negotiations to which it was determined was not the appropriate time.

Approve location for vault toilet at the Cross-Country Ski Course. Mayor Teske informed the Council Mr. Petrusha was working on the vault's structural plans.

General Comments from Council:

Councilor Dufficy brought up a Letter of Appreciation Mr. Hammons wrote from the City to Managhan's Furniture for refurbishing the older wreaths downtown on California and Mineral Avenues recognizing the work and benefit to the City as they looked great. Councilor Smith added that the newspaper should be contacted. Mayor Teske noted that Mr. Stout from the Kootenai Valley Record was listening on Zoom.

Adjournment:

Councilor Williams **MADE A MOTION** to Adjourn and Councilor Beach **SECONDED**.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

MOTION PASSED.

Meeting adjourned at 7:52 pm.

Mayor Brent Teske

Attest; _____
Clerk/Treasurer Samuel Sikes

City Administrators Report

January 4th, 2021

Planning Grant

Last week Mayor Teske, received a letter from the Community Development Block Grant Program congratulating the City for being awarded a \$37,500.00 planning grant for updating the Growth Policy.

A copy of the award letter was forwarded to Dave Degrandpre at Land Solutions, LLC. Land Solutions will put together the information for the updated Growth Policy. Joel Nelson from Land Solutions worked with me on putting the grant together.

The City has applied for the \$8,000 from the Main Street program to go towards updating the Downtown Plan as part of the Growth Policy. The City has committed a match of \$12,500 to the project for a total of \$58,000 for the updated Growth Policy.

CDBG Block Grant

Although we did get good news regarding the planning grant for the Growth Policy, we received bad news about the CDBG Block Grant for our Wastewater plant upgrades. We applied for \$750,000.00 from CDBG, but because the water project has not started, we cannot have two projects open at the same time.

We were awarded grants for the water project last year and the plan was to go to bid in early 2020. Due to easement and Right of Way

issues the project was delayed. According to Mike Fraser easements are now in place and the project is finishing design phase. The project should go to bid late winter or early spring with a 90-day completion date. If everything stays on schedule, we should be looking at the project being completed by August or September.

Water Leak

On Saturday, December 26th, I received a call from Lincoln County Dispatch about a water leak on the corner of Dakota and Spruce Street. They said it was called in and water was running down the curb.

Street Supervisor, Corky Pape checked on the leak and felt it would be ok until Monday, saving calling out a crew and paying overtime.

On Monday, the crew dug down to the 6-inch main and found it had a hole on the bottom side. A repair clamp was placed over the leak and the crew filled in the hole. We have been lucky so far this winter as this is the first leak since the weather changed to getting colder. The crew said it was a fairly easy repair with the ground not being frozen and no snow or ice on the street.

Departments

For the past month or so, the street crew has been sending 3 dump trucks to work with the county, hauling pit run material. The County is building a new road out on 5th street and needed extra help getting the base material hauled before winter sets in.

In exchange for the city's help, the county will purchase two loads of oil next year for chip sealing city streets. This year I purchased \$40,000 worth of chips and with the county purchasing the oil, I can buy more chips enabling us to chip a larger portion of the city.

The wastewater and water treatment plants have been running smoothly without any issues. The cooler temperatures and lower water demands help make this time of year less stressful for the operators, compared to the spring with the runoff or after a week of rain.

Jim Hammons

INDEPENDENT CONTRACTOR AGREEMENT LINCOLN COUNTY PARK DISTRICT MANAGER OF PROJECTS

This Independent Contractor Agreement (“Agreement”) is made and entered into as of this **1st day of February 2020** (“Effective Date”) by and between Lincoln County, Montana, City of Libby, Montana, the Libby Park District, (collectively, “Government Entities”), and Cabinet Country Consulting LLC / Paul Petrusha, (“Contractor”) to provide contract services for the identification, detailed development and initial implementation of recreation projects in the Libby area.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on **January 31, 2023** unless terminated earlier by either party in writing as provided herein.

2. COMPENSATION

Contractor shall be paid by “Government Entities” as follows:

2.1 For purposes of payment, work will be invoiced under either one of two categories; Project Planning and Project Execution.

2.2 Project Planning work, defined as work performed during the formative or planning stages of a project, will be invoiced at an hourly rate of \$45.00 per hour.

2.3 Project Execution work, including project manager duties that are part of a project, will be included as line item expenses in the project breakdown and invoiced for each completed stage of the project at an hourly rate of \$45.00 an hour.

2.4 Payment will be made as an independent contractor service, not as wages.

3. CONTRACTOR DUTIES

Contractor will be expected to provide the following services;

3.1 Establish a list of recreation projects.

3.2 Identify local citizens or groups interested in participating in each project’s development.

3.3 Identify stakeholders that can provide labor, equipment, or other resources in support of each project.

3.4 Research and develop a resource list of available grants and other opportunities for project funding.

3.5 Promote support for the project in and around Libby and facilitate public meetings as requested.

Contract for calendar years 2021 and 2022

3.6 Provide monthly progress reports to Lincoln County, City of Libby, and the Libby Park Board.

3.7 Establish a five-year work plan, detailed for years one and two, with priority given to trails, swimming pool, and the ice skating rink.

3.8 Develop a strategy to implement the “Greater Libby Area Trails Plan” including but not limited to the following;

- A. Coordinate with Montana DNRC, United States Forest Service, and other entities to obtain required approvals or to provide simple notice.
- B. Provide design oversight and interface with design entities for review, sequencing, prioritization and clarification of design.
- C. Plan and monitor construction of trails, trail heads, parking areas, and bridges, etc.

4. DESIGN AUTHORITY and OWNERSHIP

4.1 Any plans and designs for all projects shall be owned by the Government Entities and their agencies. Contractor shall have no ownership rights of any plans or designs, including those produced by Contractor in the course of fulfilling Contractor’s duties under this Agreement.

5. INDEPENDENT CONTRACTOR

5.1 The parties intend and agree that, at all times during the performance of services under this Agreement; Contractor shall act as an independent contractor and shall not be considered an agent or employee of the Government Entities. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her representatives. Contractor also agrees to provide liability insurance as required by Government Entities and this Agreement.

6. INSURANCE

6.1 General Liability Insurance. The contractor must provide and maintain at all times general liability insurance in an amount not less than one million dollars (\$1 million per occurrence), and insurance for bodily injury, personal injury, and property damage in the amount of \$50,000 per occurrence.

6.2 Contractor’s insurance coverage shall be primary insurance and/or primary source of recovery Entities, its elected or appointed officers, agents, officials, employees and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Contractor’s operations or services provided to Government Entities.

6.3 Workers Compensation Insurance. By executing this Agreement, Contractor certifies that the contractor is aware of and will comply with the Labor Code of the State of Montana requiring every employer to be insured against liability for workers compensation or to undertake self-insurance before commencing any work. Contractor shall carry the insurance or provide for self-insurance required by Montana law to protect Contractor from claims under the Workers’ Compensation Act.

6.4 The contractor shall indemnify, defend and hold harmless Government Entities, its elected and appointed officers, employees, agents, representatives, boards and commissions (“Indemnified Parties”) with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Contractor, his or her employees, representatives, officers and agents in the course of performing services under this Agreement; however, Contractor shall not be required to indemnify Government Entities from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

7. SEVERABILITY

7.1 If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

8. TERMINATION

8.1 Lincoln County, the City of Libby, or Libby Parks Board has the right, at its sole discretion and with or without cause, to terminate this Agreement at any time by giving three (3) calendar days prior written notice to Contractor. In the event of termination under this section, Government Entities shall pay Contractor on a prorated basis for any completed work up to the effective date of termination.

Mark Peck, Lincoln County Commissioner

Brent Teske, City of Libby, Mayor

Jim Germany, Libby Park District

Paul Petrusha, Contractor
Cabinet Country Consulting LLC

INTER-LOCAL AGREEMENT
For The
UPKEEP AND IMPROVEMENT OF THE LIBBY COMMUNITY
TENNIS AND PICKLE BALL COURTS

THIS AGREEMENT is made and entered into by and between the following four public agencies pursuant to the *Inter-Local Cooperation Act* found at 7-11-101, MCA., namely, the City of Libby, hereinafter called the “City,” Lincoln County, hereinafter called the “County,” and Libby Public School District, hereinafter called “School” and The Libby Park District Board, hereinafter called “Parks.” The City, County, School and Parks shall hereinafter be referred to as the “Parties”.

THIS AGREEMENT shall be for a period of ten years, with the first day of December 2020. At the end of the ten years, on November 30, 2030, the Parties shall have the option to renew the Agreement for an additional ten years upon the same or modified terms and conditions (which must comply with current laws of the State of Montana). If agreement cannot be reached, the city shall be notified and the Agreement will be terminated as of November 30, 2030.

WHEREAS, Title 7, Chapter 11, MCA, known as the *Inter-Local Cooperation Act*,” permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and...

WHEREAS, the Parties desire to address matters relating to the use, maintenance and improvement of the Libby Community Tennis and Pickle Ball Courts (located on city property on Spruce Street near Libby City Hall) and to delineate responsibilities, obligations and rights concerning the utilization of these courts. **NOW THEREFORE**, the following are mutually agreed upon:

1. Scheduling of Court Usage:

- a. The Libby High School tennis team shall have the exclusive use of the courts for after-school practices Monday through Friday from 3:30-6:00 p.m. during the spring tennis season. LHS shall also have exclusive use of the courts during meets and tournaments sponsored by the School.
- b. Except for usage by LHS as described above, U Serve Libby, Inc., which leases the courts from the City, shall have non-exclusive use of the courts throughout the entire outdoor tennis season for the purpose of offering instructional programs to the public, holding clinics, social events and exhibitions. As set forth in its 25-year lease agreement (2008-2033) with the City, U Serve Libby, Inc., shall be eligible for the exclusive use of the courts during tournaments for which it is the sponsor and which do not conflict with School uses.
- c. When the courts are not being officially used by the School or by U Serve Libby, Inc., they shall be open to use by the public and also for private lessons.

2. Financial Contributions to the “Inter-Local Courts Fund”:

- a. U Serve Libby, Inc. shall establish the “**Inter-Local Courts Fund**” into which each of the Parties, beginning the first day of December 2020, shall deposit \$1500 per year. Checks should be made out to U Serve Libby, Inc., (with “Inter-Local Courts Fund” in the memo) and mailed to P.O. Box 908, Libby, MT 59923. (NOTE: Several years’ contributions may be made at one time). U Serve Libby, Inc., although not a Party in this Agreement, shall also contribute to the “Court Upkeep and Improvement Fund” as they are able. The Parks Board, should work begin on a community swimming pool, will have to devote its finances to help with the pool, and may have to discontinue its \$1500 per year contribution at such a time).

(NOTE: This new “Inter-Local Agreement” of September 2020, by approval of the Parties listed—at a meeting in August 2020—supercedes “Inter-local Agreement, “ Section Ten, Item H” of the “Lease Agreement” of 2008 between the City of Libby and U Serve Libby, Inc.)

- b. U Serve Libby, Inc. will send out a computer-generated invoice prior to the due date of Dec. 1.
- c. The “Inter-Local Courts Fund” will be held and administered by U Serve Libby, Inc. who will supply each Party with an annual statement of the status of the account, listing the contributions of each.
- d. Court maintenance, upkeep and improvements shall be taken from the “Inter-Local Courts Fund.”

3. Responsibilities of the Parties:

a. The School:

- 1) Shall be responsible for snow removal and cleaning of the courts and premises in the spring prior to the spring sports season.
- 2) Shall be responsible for cleaning the courts and premises of all debris after the use of the courts for student practices, meets and tournaments.
- 3) Shall provide liability insurance coverage during school-sponsored practices, meets and tournaments.

b. U Serve Libby, Inc.:

- 1) Shall be responsible for cleaning and maintaining the facility (courts, buildings, and kiosk) during the summer and fall (after the spring LHS tennis season).
- 2) Shall put up public notices at the kiosk regarding tennis and pickle ball activities, lessons, tournaments, etc.
- 3) Shall lower the nets and lock the gates before the cold winter months.

c. The City:

- 1) Shall be responsible for repair and upkeep to walkways, parking lots, sprinkling system, premises, and all other City facilities associated with the Libby Community Courts.
- 2) Shall provide liability insurance relative to the day-to-day utilization of the courts. (NOTE: The school shall provide additional liability insurance coverage during school-sponsored practices, meets and tournaments. The upper limit of the insurance requirement for which the City shall be named as an additional insured shall not exceed the maximum liability exposure against the City as may from time-to-time be provided under state law. The

School agrees to hold the City harmless from all damages and costs including attorney's fees, which the City may incur resulting from personal injury or property damage incurred in the use of the premises by the School.

4. **Assignment or Subletting:** The Parties agree not to assign or sublet whatever rights they may have under this Agreement without first obtaining the written consent of the City.
5. **Termination:**
 - a. The parties shall have the right to terminate this Agreement upon furnishing the other members with a sixty-day notice of cause.
 - b. After notice of termination, the Parties shall only be liable to make payments as set forth within the terms of this Agreement.
 - c. Any monies remaining in the "Inter-Local Courts Fund," after payment of all outstanding claims and expenses, shall continue to be maintained by U Serve Libby, Inc. for future maintenance and improvements of the courts.
 - d. In the case of the dissolution of U Serve Libby, Inc., all monies in the "Inter-Local Courts Fund" shall go to the City of Libby to continue the maintenance and improvement of the Libby Community Courts.
6. **Enactment of this Agreement:** The Parties agree that, prior to exercising their rights under this Inter-Local Agreement, it must be signed and filed with the Lincoln County Clerk and Recorder and the Montana Secretary of State.

Dated this ____ day of _____, 2020.

CITY OF LIBBY

_____ (Mayor)

LINCOLN COUNTY


_____ (District 1 Commissioner)

LIBBY SCHOOL DISTRICT

_____ (Superintendent)

LIBBY PARK DISTRICT BOARD

_____ (Board Chair)