

# Resolution No. 3407

**A RESOLUTION IMPLEMENTING ORDINANCE 924 PERTAINING TO LIVESTOCK AND ANIMALS AS GOVERNED IN TITLE 4 - PUBLIC HEALTH AND SAFETY, CHAPTER 1 - NUISANCES, AND TITLE 5 – POLICE REGULATIONS, CHAPTER 5 – ANIMAL CONTROL.**

**WHEREAS:** The City Council desires to permit the keeping of Chickens specific to educational purposes within the City on a limited basis and subject to certain stipulations; and

**WHEREAS:** The City Council has approved Ordinance 924 which applies to the keeping of Chickens within the City; and

**WHEREAS:** The City Council has determined it to be in the best interest of the Public to minimize potential conflicts between the Coop area and the existing trail corridor; and

**WHEREAS:** The City Council has determined it to be in the best interest of the School and Public to collaborate with the School Board in their future efforts to expand their educational activities to an area north of the existing northerly lease line; and

**WHEREAS,** Ordinance 924 requires the approval of a Management Plan denoting the details of the chicken educational program features.

Now Therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RED LODGE, MONTANA**

The Management Plan shall govern the operation and maintenance of the Coop Facility and is approved as attached hereto as Exhibit "A" is subject to the following conditions:

1. The roof of the Coop shall be of Non-Reflective materials; and
2. All lighting shall be in compliance with the Lighting Regulations of the City for minimizing glare and trespass; and further shall be prohibited to be on a "dusk to dawn" type sensor, and instead shall be either activated by a "motion sensor" or by manual switch when in use; and
3. All activities relating to the Coop operation, including but not limited to, the waste management/dumpster shall be no closer to the existing trail than 72' as noted in the management plan; and
4. Prior to construction and installation of the Coop and related facilities, the School Board shall deliver to the City an executed copy of the revised lease, attached hereto as Exhibit B.

The City Council hereby acknowledges its full support to work closely with the School Board in its efforts to expand their educational activities to an area north of the existing northerly lease line in the future. Such options to accomplish the School Board's desires may include an amendment to the lease, development of a Memorandum of Understanding, or other mechanism mutually acceptable to both parties.

This Resolution shall be effective on the 22<sup>nd</sup> day of March, 2016.

PASSED AND APPROVED BY THE RED LODGE CITY COUNCIL ON THIS 22<sup>nd</sup> DAY  
of MARCH, 2016.

City of Red Lodge

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Ed Williams, Mayor

ATTEST:

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Loni Hanson, City Clerk

# LEASE AGREEMENT – 1<sup>ST</sup> AMENDMENT

This lease, agreed and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Red Lodge, a municipal corporation of the State of Montana, hereafter referred to as "Lessor," and Red Lodge School District No.1, Red Lodge, Montana, herein referred to as "Lessee," for good consideration, the parties agree to the additions and modifications shown hereon and incorporated herewith in **bolded underlined text** as follows:

**1. Property Leased:** Lessor hereby leases to Lessee, for the sum of one (1) dollar per year, that certain real property, hereinafter called the premises, situated in Carbon County, Montana described as follows:

That portion of tract I of Certificate of Survey No. 1343 Amended located in the NE 1/4 of Section 27 and the NW 1/4 of Section 26, T.7S., R.20E., Carbon County Montana described as follows: Beginning at a point on the easterly boundary of said Tract I bearing 55o26'46"E a distance of 340.96 feet from the corner of Sections 22, 23, 26 and 27; thence S86o13'8"W for 451.33 feet; thence N55o56'25"W for 385.95 feet; thence S56o22'6"W for 315.35 feet; thence S0o 12'49"W for 800.73 feet; thence N89o29'21"E for 170.00 feet; thence S0o 12'49"W for 331.12 feet; thence N89o32'15"E for 340.74 feet; thence N45o46'35"E for 143.05 feet; thence N38o12'25"E for 116.75 feet; thence N13o35'30"E for 390.98 feet; thence N25o29'40"E for 603.02 feet, to the true point of beginning, the area being 20.07 acres; **excepting therefrom that certain area of land more or less paralleling the westerly edge of the existing trail a distance of 5' and extending easterly to the current eastern lease line more or less at Rock Creek, as depicted on the attached Exhibit 'A' (and which excepted area of land shall be less than 5 acres to be surveyed at such time as the City chooses to dedicate said area as Public Park.)**

The lease will include access to, and use of, the irrigation well located north of the leased area. A separate agreement will address the expenses of operating and maintaining the irrigation well. A 30 foot easement shall be granted to the Lessee from the main parking area and the well, to the leased area, for the purposes of an irrigation line and a foot path.

**2. Representations and Warranties:** Lessee accepts the premises "as is." No representation, statement or warranty, expressed or implied, has been made by or on behalf of Lessor as to the condition of the premises. In no event shall Lessor be liable for any defect in the premises or for any limitation on its use. Lessee accepts the premises without recourse against the Lessor as to the legal title thereto.

**3. Term:** The term of this lease is for ninety-nine (99) years, commencing on the 1<sup>st</sup> day of October-2003, and ending on the 30<sup>th</sup> day of September 2012.

**4. Assignment of Lease:** This lease shall not be assigned or subleased in whole or in part by Lessee.

**5. Use of Premises:** Lessee shall use the premises only as a site for a school facility. **For the purpose of this section 5, "A Site for a School Facility" shall be deemed to include the raising and keeping of Chickens as approved by City Ordinance 924.** Use of the premises for any other purpose shall be deemed a major breach of this Lease Agreement. Development of the leased property shall conform with the attached master plan for Coal Miner's Park. Lessee will not keep or allow to be kept any vehicle on the premises which is not in running order and licensed as required by law.

**6. Compliance with Law:** Lessee at its sole expense, shall comply with all laws, orders, ordinances, and regulations of federal, state, and local authorities, and with the direction of any public officer, pursuant to such laws and regulations. Lessee shall not make or allow to be made any use or occupancy of the premises contrary to any law, ordinance or regulation now or hereafter in force.

**7. Alterations and Improvements:** Lessee shall not make nor cause to be made any substantial alterations, additions or replacements on or to the premises without the prior written approval of the Lessor, which approval shall not be unreasonably withheld.

**8. Utilities:** Lessee shall contract for, in its own name, and pay all charges for all utility services including without limitation gas, electricity, heat, power, water, and telephone service used in connection with Lessee's use of the premises and shall indemnify Lessor against liability or damages on all such accounts.

**9. Indemnity Agreement:** Lessee agrees to indemnify and hold Lessor and the premises of the Lessor, free and harmless from any and all liability for injury to or death of any person and for damages to property arising from the use and occupancy of the premises by Lessee and from the acts or omissions of persons on or about the premises. Lessee shall procure and keep in effect during the term of the Lease Agreement a policy or policies of comprehensive liability insurance, including public liability and property insurance, in an amount of \$1,000,000.00 for each incident accident or event for which damages or compensation is sought. The policies or policy shall be delivered to the Lessor upon written request. Lessee shall further indemnify the Lessor against all costs and expenses, including attorneys' fees, lawfully and reasonably incurred by Lessor in the defense of any action or proceeding, or in discharging the premises from any charge, lien, or encumbrance or in obtaining possession of the premises in the event of breach of the Lease Agreement by the Lessee.

**10. Repair and Maintenance:** The Lessee agrees to maintain the leased premises in good condition, including without limitation, regularly mowing grass and other vegetation, regularly picking up and removing trash and other rubbish, so as to present an attractive appearance and to maintain improvements on the premises in good condition so as to ensure public safety.

**11. Lessor's Remedies on Lessee's Breach:** It is agreed that if any covenant or any portion of this Lease Agreement is breached or not performed by the Lessee, the Lessor shall issue a written notice to cure the breach within thirty (30) days. If the breach is not cured by the Lessee within thirty (30) days, then the Lessor may terminate this Lease Agreement and take possession of the premises.

**12. Binding Effect:** The Lease Agreement shall be binding on any and all of the parties' successors, assigns and legal representatives.

**13. Legal Construction:** In the event that any of the provisions in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and all other such provisions shall remain in force.

**14. Termination:** Lessor shall have the option of terminating this Lease Agreement, in the event that the Lessee is unable or prevented from developing the premises as a school facility. Lessee shall have a period of twenty (20) years in which to develop and to commence use of the premises as a school facility.

**15. Amendments:** The Lease Agreement may not be amended, modified, or terminated except by written agreement of the parties.

**16 Notice:** Any notice, required to be given under this Lease Agreement, must be in writing and must be delivered by registered mail, to the parties at the following addresses:

Lessor: City of Red Lodge  
P.O. Box 9  
Red Lodge, Montana 59068

Lessee: School District No. 1  
P.O. Box 1090  
Red Lodge, Montana 59068

In Witness Whereof, we have approved and entered into this 1<sup>st</sup> Amendment to the Lease Agreement:

City of Red Lodge

School District #1

\_\_\_\_\_  
Ed Williams

\_\_\_\_\_  
by:

Attest:

Attest:

\_\_\_\_\_  
Loni Hanson, City Clerk

\_\_\_\_\_  
by:

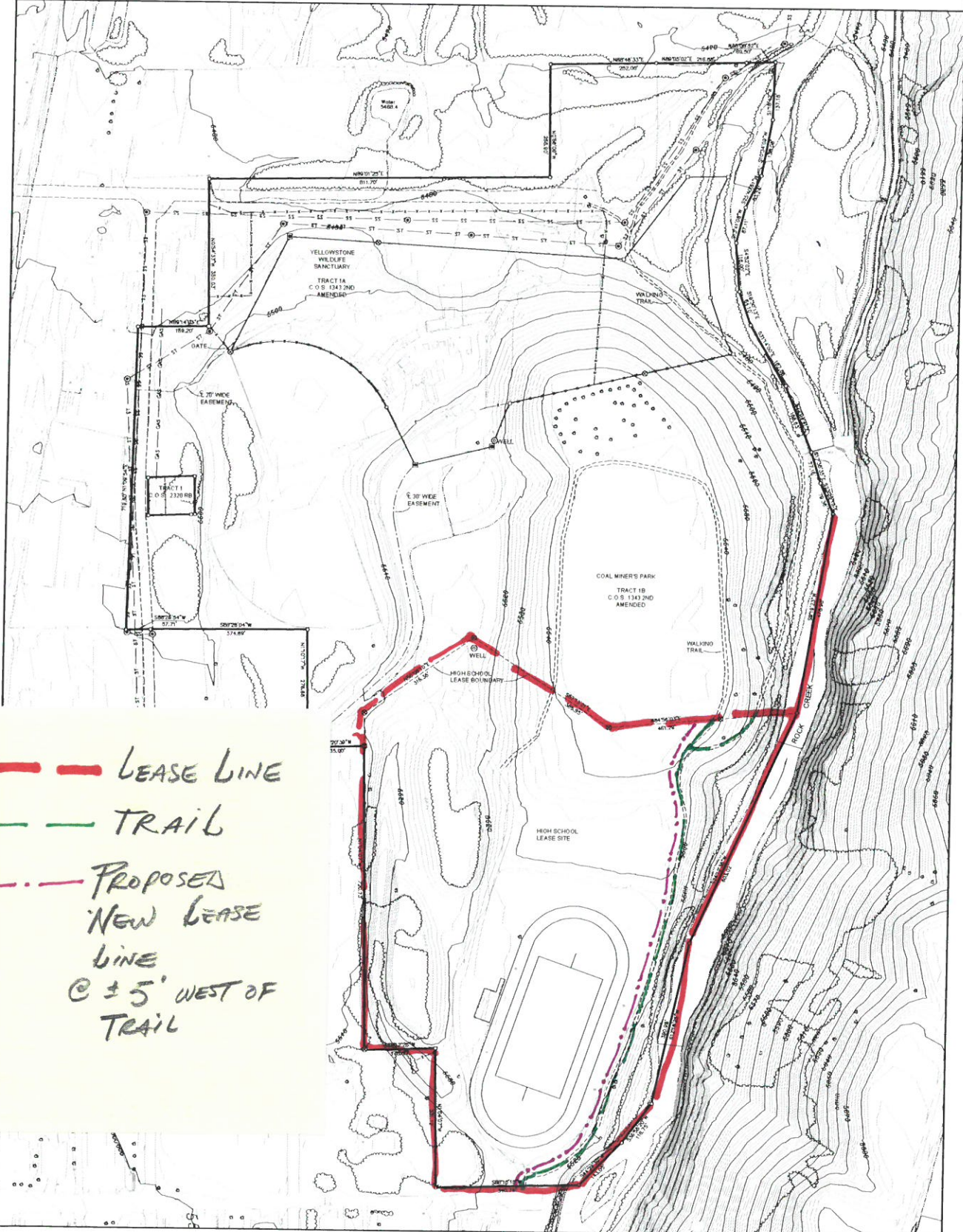


SCALE 1" = 100'  
0 100 200

SURVEY WORKSHEET  
FEATURES OF COAL MINER'S PARK, NATURE CENTER  
AND HIGH SCHOOL LEASE  
CITY OF RED LODGE

SURVEYED BY: RED LODGE SURVEYING INC  
15 TWO WILLOW LANE, STE B  
RED LODGE, MT 59068

DURING OCTOBER 2015



**— — — LEASE LINE**  
**— — — TRAIL**  
**- · - · - PROPOSED  
NEW LEASE  
LINE  
@ ± 5' WEST OF  
TRAIL**