



Rose Park Neighborhood Council – Leadership Team Meeting Minutes

Jul 27, 2016 (Wednesday) – 5:00 pm - Jack Reidy Room, Missoula City Council Chambers (140 W Pine)

In Attendance: Julie Devlin (RPNC LT), Margaret Mallino (RPNC LT), Tate Jones (RPNC LT), Michael Painter (RPNC LT), Gwen Jones (Missoula City Council, Ward 3 / RPNC), Jane Kelly (Office of Neighborhoods), Brian Battaglia (RPNC), John Pilsworth (RPNC).

Painter requested that Margaret chair the meeting, as it makes it difficult to take accurate minutes while conducting the meeting. (Especially given Painter's penmanship.) Ms. Mallino graciously agreed to do so. The meeting was called to order & those in attendance introduced themselves.

RPNC Leadership Team Minutes – Meeting of Jun.22.2016

Painter asked for a motion to adopt the minutes from June's Leadership Team meeting. John Pilsner noted that the minutes were not posted prior to the start of this month's meeting – Jane recommended that formal adoption of the minutes for June be held until August to allow for public posting. Painter has in the past sent draft meeting minutes to the Leadership Team asking for edits / additions – in the future RPNC will send a copy to the Office of Neighborhood for posting as well. (Corrections / changes can be made at the time the minutes are adopted & then an updated copy posted on the City's website.)

Public Comment on Non-Agenda Items

Painter requested that RPNC LT move the public comment portion of the meeting to the start to allow RPNC resident Brian Battaglia to discuss his proposal for a greenway. (Brian had attended May's RPNC LT meeting to introduce his proposal and had requested an opportunity to update the LT on his efforts and secure an endorsement for the project, but was not placed on the formal agenda.) The motion to suspend the agenda and allow Brian to give his presentation first was approved.

Rose Park Greenway – Brian Battaglia gave a presentation on a proposed greenway for Rose Park (including parts of Lewis & Clark and Riverfront Neighborhood Councils as well). Brian has also had discussions with Ben Weiss (City of Missoula's Bike/Ped Coordinator) & traffic planning personnel in the City's Development Services Department regarding the proposal and would appreciate RPNC's support for & assistance with the project.

St. Joseph's School Playground Closure

Tate handed out (1) a copy of an e-mail from Principal Rick Hyland of St. Joseph's school responding to an inquiry from Gwen Jones regarding closure of the school's playground, and (2) a copy of the applicable section of the Declaration of Restrictive Covenant completed in 2005 when Missoula Catholic Schools purchased the building from MCPS. Per Principal Hyland's e-mail(s), the playground has been effectively closed to public use "for the foreseeable future." RPNC LT discussed the intent of the Restrictive Covenants, possible solutions to the problems outlined by Principal Hyland and the lack of notice to the public of the playground's closure. RPNC LT voted unanimously to draft a letter to Principal Hyland offering to assist with resolution of the ongoing problems & requesting that the playground be reopened for public use. Gwen Jones also recommended discussing the closure with MCPS.

Tree Committee – Margaret reported on Parks & Rec's Urban Forest planning efforts. Neighborhoods have been involved in selecting different species of trees for their respective neighborhoods, but there have not been very much active participation. The Tree Committee meets on the 1st Wednesday of each month (@ 6:00 p.m. in the meeting room @ Currents [600 Cregg Lane]). Diversification of Missoula's urban forest is one of the main goals of the Urban Forest Master Plan – Parks & Rec estimates that 40% of Missoula's urban trees are Norway Maples & that city-wide some 1300-1400 trees need to be removed.

Traffic Calming Meeting – Julie reported on the meeting she had with Ben Weiss (City's Bike/Ped Coordinator), who is the point of contact for traffic calming requests. There is a significant amount of traffic & speeding through the intersection @ Crosby & Cleveland. Ben met with Julie & one of her neighbors (Painter also attended) to go over the traffic application packet & process. Julie discussed their plan to involve their immediate neighbors in meeting the requirements & also intends to apply for a neighborhood grant to help defray the costs involved in putting in traffic calming.

Neighborhood Grant Projects – The Leadership Team discussed possible neighborhood projects for which we might want to apply for a neighborhood grant. In addition to a grant for traffic calming, there is also a Traffic Signal Box in RPNC (Stevens & Beckwith) which needs art work. (Bryce Rowe, who indicated that he will no longer be a resident of RPNC, has expressed an interest in submitting art work for consideration. Art work submissions go to the Public Art Committee, but Painter indicated that he would be interested in submitting a grant request to help cover the cost of getting artwork added to the one TSB not yet so decorated.) Brian Battaglia also had expressed interest in applying for a grant to help cover the costs of a neighborhood greenway project, if & when that project is approved.

Missoula County Fairgrounds Plan – Painter gave a brief report on the joint City Council / County Commissioners meeting to discuss the current draft plan for the Fairgrounds. Missoula Midtown Association also hosted a public meeting to present & discuss the plan that was held at the Fairgrounds (July 12th). The plan is still a preliminary outline – the public comment period has closed & the consultant charged with further development of the plan will make effort to incorporate suggestions into the next draft.

RPNC Meetings – There was general consensus to meet again in August & to forgo for now scheduling our annual general meeting, pending additional information from MCPS regarding plans for the Willard School rebuild and/or response from St. Joseph's regarding re-opening of their playground to public use. The August meeting will be held on Wednesday, August 24th, starting at 5:00 p.m. in the Jack Reidy room.

Community Forum Report – Julie reported on the June Community Forum meeting – presenters included:

- Tom Zavitz, from the City's Development Services Department, gave a presentation on proposed changes to regulations on tourist homes in Missoula.
- Jessica Johnson, the Office of Neighborhoods Coordinator in Bozeman, gave an overview of Bozeman's neighborhood programs.

Heidi West (Ward 1 City Council representative) & some Lowell Elementary School students also gave a report on Lowell's Fun Run & thanked Community Forum for the grant which helped cover the cost of t-shirts for participating students.

Office Of Neighborhoods Report – Jane reminded the Leadership Team that Neighborhood Grant applications for this year's grants are due by October 25th - the Office of Neighborhoods will be holding a grant application workshop on September 13th at 6:00 p.m. for anyone interested.

Jane also reported on the Sunday Streets event – the Office of Neighborhoods staffed a table & made contact with a lot of Missoula residents, encouraging them to become involved with their respective neighborhood councils.

Stories & Stones will be held at the Missoula Cemetery on September 18th – the Office of Neighborhoods will be staffing a table at the event & invited anyone interested in helping to contact Jane or Corena.

Jane plans on visiting her daughter (who is expecting Jane's second grandchild) in Florida in mid-August.

Next Leadership Team Meeting – Wednesday, August 24th, 2016 – 5:00 pm – Jack Reidy Room, Missoula City Council Chambers (140 W Pine)

Minutes submitted by Painter 08/15/16.

From: Rick Hyland [rhyland@mcsmt.org]
Sent: Monday, July 11, 2016 10:08 AM
To: Gwen Jones
Cc: Jeremy Beck
Subject: Re: St. Joseph's Playground padlocked closed

Gwen,

I appreciate your correspondence and I hope that your summer has been an enjoyable one. First, I apologize that I did not proactively communicate with you, as it is July, and I've been in and out of the office, dealing with many issues related to work and trying to spend precious time with my family this summer.

Unfortunately, St. Joseph has continued to have multiple issues of vandalism on our property over the course of the last few months. See below for a few of the issues:

- People had found a way onto our roof from inside the playground fence and have been throwing rocks off of the roof
- Our gates were kicked in, multiple times.
- We've recently purchased multiple soccer nets for our students to use. One of these have been completely destroyed, while others have been partially ruined from groups, other than our own, hanging from them and tearing them apart.
- All of our tether balls have been popped (we believe by dogs).
- All of our homeroom evacuation signs have been ripped off of the fence and ruined
- Someone broke into our locked storage area and tossed a bunch of our old desk parts onto the playground
- Someone spray painted our building with graffiti multiple times.
- We've found condoms inside our interior fenced in area (pre-school playground.)
- The dog bag holders and bags have been torn down. We've replaced them, only to be torn down again.
- People continue to disrespect the property by neglecting to pick up after their dogs deposit feces. This is a large concern for us and has begun to consume precious hours of my custodial staff time each morning when they have other duties to perform.

There are some neighbors that are very respectful of our property and we have every intention of continuing to be good neighbors and stewards to the community in as many ways as possible (i.e. raking leaves for our elderly neighbors, hosting local, state, and national elections at the school, etc...). Unfortunately, the above issues have caused too many liability, funding, and sanitary issues for our school. As a result, on June 29th, our Missoula Catholic Schools Advisory Board decided that we have been forced to lock down the playground over night. Signs have been made and will be posted by the end of this week.

We are more than willing to attend the next Neighborhood Council meeting to answer any questions, however, this closure will remain in effect for the foreseeable future

Thank you for your concern and communication.

Sincerely,

Rick Hyland, *Principal*

Missoula Catholic Schools

St. Joseph Elementary and Middle School

503 Edith Street, Missoula, MT 59801

(P) 406-549-1290 (F) 406-543-4034

Connect: [Facebook](#) mcsmt.org

"To change the world we must be good to those who cannot repay us."

Pope Francis

REQUEST FOR DISCLOSURE OF PUBLIC RECORDS
Missoula County Public Schools



Name of person requesting information: GWEN JONES Date: 2/20/15
E-mail address: gwenejones@yahoo.com Phone: 549-3295
Address: 606 Woodford St. Missoula, MT 59801

Description of public records for which disclosure is requested (please be specific):

Copy of The Buy/Sell real estate contract
between MCPS and Missoula Catholic Schools
for Roosevelt School - mid 2000's.

* Pat McHugh has Docs.
* I don't need entire Contract,
if it is 100's of pages long.
- call me, I will look at
it in TAP portions to
be copied. Thank you!

Fees:

- Copy of Board minutes - 15 cents per page
- Copy of other materials - 25 cents per page
- No charge for copy emailed to requester
- If mailing is involved actual postage cost will be charged.
- If the requested material does not exist and the District agrees to provide it in the form requested, time spent creating the requested material shall be charged at the employee's regular hourly rate of pay.

Number of pages reproduced (_____ x _____ cents) + wages _____ + postage _____ = \$ _____

I agree to pay the appropriate fees.

Checks should be made payable to MCPS.

Signature of Person Making Request

SUPERINTENDENT'S OFFICE
MISSOULA COUNTY PUBLIC SCHOOLS
215 SOUTH 6th ST WEST
MISSOULA, MT 59801

I certify the above request has been complied with on: 2/20/15

District Representative

Carol White

Date

Title

Exec Admin. Asst.



MISSOULA
COUNTY PUBLIC SCHOOLS

ROOSEVELT SCHOOL

BUY/SELL AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of May, 2005 ("Effective Date"), by and between Missoula County Public Schools (hereinafter "Seller") and Loyola Sacred Heart High School Foundation, a Montana Non-Profit Corporation in good standing with the State of Montana (hereinafter "Purchaser"), upon the following terms and conditions:

1. Purchase and Sale. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the real property bordered by Beckwith Street, Stephens Street, Crosby Street, and Edith Street in Missoula County, Montana commonly referred to as Roosevelt School, together with all improvements, easements, rights-of-way and other rights appurtenant thereto, as more particularly described in **Exhibit A** attached hereto (hereinafter collectively referred to as the "Property").

2. Personal Property. In addition to the real property and improvements described in paragraph 1 above, the Property shall include all fixtures and all items of personal property located on the Property at the time of closing, except those fixtures and items of personal property specifically itemized on **Exhibit B** attached hereto. The transfer of fixtures and items of personal property shall be free from any and all liens.

3. Earnest Money Deposit. Upon execution of this Agreement by the duly authorized agent of Seller and the duly authorized agent of Purchaser, Purchaser shall deliver to Seller a deposit in the amount of Fifty Thousand Dollars (\$50,000) ("Deposit"). It is agreed that the Deposit will be held in trust by Seller and shall be applied toward the total purchase price at closing.

4. Purchase Price. The total purchase price for the Property shall be One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) ("Purchase Price"). The Purchase Price shall be payable by Purchaser to Seller at closing in immediately available funds either in the form of a wire transfer, cashier's check or money order as acceptable to the Closing Agent.

5. Title Insurance. Not later than fifteen (15) days after the Effective Date, Seller shall, at its expense, provide to Purchaser a current commitment for a standard ALTA title insurance policy in an amount equal to the Purchase Price (the "Commitment") issued by a title company of Seller's choosing located in Missoula County, Montana ("Title Company") showing merchantable fee simple title to the Property to be in Seller. In the event that the Purchaser, at Purchaser's sole discretion, needs to have an ALTA Extended Title Policy, Purchaser shall pay the difference in insurance premium. Purchaser shall review the Commitment and notify Seller in writing of Purchaser's objections to the Commitment within forty-five (45) days after the Effective Date. If Purchaser timely objects to any matters shown on the Commitment, then Seller shall use its best efforts to correct said matters objected to by Purchaser. If Purchaser and Seller are unable to resolve all title matters objected to by Purchaser, then Purchaser shall have the right to terminate this Agreement, or accept title to the Property.

6. Underlying Lease. Purchaser acknowledges that the Property is subject to an underlying lease between Seller as Lessor and the Roman Catholic Bishop of Diocese of Helena, on behalf of St. Joseph's Elementary School, as Lessee ("Lease"). For purposes of this Agreement, Purchaser represents that it is the Lessee of the Property by and through its relationship with the

Lessee. In that regard, Purchaser acknowledges the obligations of Lessee under the Lease and, at closing, will assume all obligations of Seller as Lessor under the Lease.

7. Purchaser's Contingencies. This Agreement is expressly contingent upon Purchaser's satisfaction, in Purchaser's sole discretion, with the results of the following matters:

- (a) Purchaser's review of the Commitment as set forth in paragraph 5 above;
- (b) Purchaser's review of any exceptions to title to the Property in addition to those set forth in the Commitment that become of record after the Effective Date and prior to Closing Date; and
- (c) Purchaser's review and acceptance of a Phase II Environmental Assessment, which will include the assessment of any issues of asbestos abatement and/or remediation. The Phase II Environment Assessment shall be at Purchaser's sole cost and expense. Purchaser agrees to indemnify and hold Seller harmless from any liens that may arise, or from claims, costs, expenses, or damage that may result, from the Phase II Environmental Assessment.

Through the Lessee, Purchaser represents that it has examined and inspected the Property and the review and acceptance of the Phase II Environmental Assessment is the only contingency relating to Purchaser's physical inspection of the Property. Purchaser shall have until the earlier of ten (10) days after receipt of the Phase II Environment Assessment or forty-five (45) days after the Effective Date to satisfy itself with this contingency ("Release Date"). Purchaser may agree to an earlier Release Date by written notice to Seller.

In the event Purchaser is not satisfied with the results of the Phase II Environmental Assessment, Purchaser shall notify Seller in writing on or before the Release Date that (1) it waives the contingency and will proceed with the Closing; or (2) the Property is unacceptable due to a material environmental hazard. If Purchaser provides written notice to Seller that the Property is unacceptable, the parties' respective rights and obligations under this Agreement shall be terminated and Seller shall return the Deposit to the Purchaser within ten (10) days of receipt of said written notice. Failure by Purchaser to provide written notice on or before the Release Date shall constitute an acceptance by the Purchaser of the Property and a waiver of any contingency under this paragraph.

8. Closing.

(a) The closing date shall be on July 1, 2005, or such earlier date agreed to by Seller and Purchaser in writing ("Closing Date").

(b). On or before the Closing date, Seller shall deliver to a title company of its choosing ("Closing Agent"), the following:

- 1. A warranty deed conveying marketable fee simple title to the Property, subject only to the easements, encumbrances and exceptions apparent and of record ("Warranty Deed");

2. An ALTA Standard Owner's Policy of Title Insurance in the amount of Purchase Price ("Policy");
3. All keys to the Property and/or means to operate locks, mailboxes, security systems and/or alarms; and
4. Such additional documents as might be reasonably required by Purchaser or the Closing Agent to consummate the sale of the Property.

(c) At Closing, Purchaser shall deliver to the Closing Agent the following:

1. The Purchase Price as set forth in paragraph 4 above, less the Deposit; and
2. Such additional documents as might be reasonably required by Seller or the Closing Agent, including but not limited to, the Declaration of Restrictive Covenant and Right of First Refusal in the form attached hereto as **Exhibits C and D**, to consummate the sale of the Property.

(d) At closing, Purchaser shall assume all obligations associated with the ownership of the Property, including without limitation, all obligations of Seller as Lessor of the underlying lease. Seller and Purchaser agree to prorate all taxes, special improvement assessments, and other similar fees, if any, as of the Closing Date, except that Purchaser shall assume, or remain obligated to pay utilities, insurance reimbursement, and rent as Lessee under the Lease through the Closing Date.

(e) Seller and Purchaser shall each pay one-half (1/2) of the fee charged by the Title Company for serving as Closing Agent. Each party shall be responsible for their own legal, accounting, broker, or consulting costs, fees or commissions incurred in connection with this sale.

9. Default And Remedies. If any obligation hereunder is not performed or waived as herein provided, the party failing to perform or waive such obligation shall be in default and there shall be the following remedies:

(a). If Purchaser is in default, Seller may elect to either: (1) treat this Agreement as terminated, in which case the Deposit shall be retained by Seller and shall be Seller's sole remedy; or (2) treat this Agreement as being in full force and effect and shall have the right to an action for specific performance.

(b) If Seller is in default, Purchaser may elect to either: (1) treat this Agreement as terminated, in which case the Deposit shall be returned to Purchaser and shall be Purchaser's sole remedy; or (2) treat this Agreement as being in full force and effect and shall have the right to an action for specific performance.

10. Representations of Seller. Seller represents, as follows:

(a) Governmental Regulation. Seller represents, to the best of the knowledge and belief of the existing administration of Seller, that Seller has received no notices and Seller is not aware of any facts which would give rise to such notices, that there are presently pending actions, proceedings,

suits, or judgments relating to violation of zoning, land use, building, safety, fire, air pollution, waste disposal, environmental, or health regulations or laws.

(b) Condition of the Property. Seller represents, to the best of the knowledge and belief of the existing administration of Seller, as follows: (1) the Property is in compliance with all applicable environmental laws; (2) that no event has occurred which would constitute a material non-compliance by the Seller with, or a violation of, any applicable environment law, or which would require substantial remedial action, pursuant to any applicable environmental law; (3) that no government entity has claimed the Property is in violation of any of these representations; or (4) that the Property does not contain or has not been used for the storage of any hazardous or toxic substances, except for substances that are typically used in the operation of a public school and may be considered hazardous under certain environmental laws. Purchaser acknowledges Seller's disclosure of the existence of asbestos on the Property. Seller further represents, to the best of the knowledge and belief of the existing administration of Seller, that there are no underground storage tanks located on the Property.

11. Representation of Purchaser. Purchaser represents that it possesses all right, authority, and power to execute and perform this Agreement, which has been duly executed by Purchaser and is enforceable against Purchaser in accordance with its terms. Purchaser further represents that during the period of time Purchaser owns the Property, Purchaser shall continue to permit the historical public use of the Property, including, but not limited to, a polling place for community elections, community use of the playground, and community access to the building and gym. Purchaser agrees that, other than the limited representations of Seller provided for above, no representations or warranties have been made by Seller, or anyone on Seller's behalf, to the Purchaser as to the condition of the Property. The condition of the Property has been verified independently by Purchaser, including specifically the environmental condition of the Property prior to completion of this transaction as more fully set forth in paragraph 7 of this Agreement. Purchaser is not aware of any condition that is contrary to the limited representations of Seller.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, GIVEN BY SELLER TO PURCHASER, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

12. Damage to the Property. In the event the Property shall be damaged by fire or other casualty prior to the closing date in an amount no more than ten percent (10%) of the Purchase Price, Seller shall be obligated to repair the same before the Closing Date. If the damages exceed such sum, this Agreement may be terminated at the option of either party, and the Deposit shall be returned to Purchaser. If both parties agree, writing, to continue with the purchase and sale of the Property despite such damage, Purchaser shall be entitled to all credit for the insurance proceeds resulting from such damage.

13. Condemnation. If prior to Closing Date any governmental or other entity having condemnation authority institutes an eminent domain proceeding or takes any steps preliminary thereto to condemn any portion of the Property, Purchaser will have the right to terminate this Agreement upon written notice to Seller. If Purchaser terminates this Agreement, Seller shall promptly return the Deposit to Purchaser and both parties shall be released from any and all

obligations under this Agreement. If Purchaser does not so terminate this Agreement, Purchaser shall be entitled to a pro rata adjustment in the Purchase Price for the Property in an amount mutually agreed to by the parties.

14. Time is of the Essence. Time is of the essence hereof.

15. Notice to Seller. Any notice required or permitted to be given to Seller hereunder shall be in writing and shall be hand delivered, sent by facsimile transmission to the number below, or mailed or sent by overnight courier to the address below or such other address designated by written notice by Seller to the Purchaser:

Seller: Missoula County Public Schools
915 South Avenue West
Missoula, MT 59801
Fax: (406) 549-0449

16. Notice to Purchaser. Any notice required or permitted to be given to Purchaser hereunder shall be in writing and shall be hand delivered, sent by facsimile transmission to the number below, or mailed or sent by overnight courier to the address below or such other address designated by written notice by Purchaser to Seller:

Purchaser: Loyola Sacred Heart High School Foundation
300 Edith Street
Missoula, MT 59801
Fax: (406) 542-9900

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, as of the date hereof, pertaining to the subject matter hereof and supersedes all prior or contemporaneous understandings, negotiations, or discussions, whether oral or written, of the parties hereto.

18. Mold Disclosure. There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serous and even life-threatening diseases. However, experts do not agree about the nature and extent of health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The Seller cannot and does not represent or warrant the absence of mold. It is the Purchaser's obligation to determine whether a mold problem is present. To do so, the Purchaser should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A Seller who provides this mold disclosure statement, and provides for the disclosure of any prior testing and any subsequent mitigation or treatment for

mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract purchase, rent, or lease.

19. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT.

20. Noxious Weeds Disclosure. Purchasers of property in the State of Montana should be aware that some properties contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an owner of property, contact either your local County extension agent or Weed Control Board.

21. Megan's Law Disclosure. Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the information concerning registered offenders available to the public. If you desire further information please contact the local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers assigned to the area.

22. Binding Effect. Except as specifically provided otherwise herein, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

23. Governing Law. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Montana.

24. Costs of Enforcement. In any action to enforce this Agreement, whether in a court of law or equity, or otherwise, the prevailing party shall be entitled to collect all of its costs, and expenses (whether legal or otherwise), including attorney fees, and including the costs of investigation, settlement, expert witnesses, and additional costs incurred in enforcing this Agreement or enforcing and collecting any judgment rendered hereon.

25. Amendment/Assignment. No amendment or modification of this Agreement shall be deemed effective unless or until executed in writing by all the parties hereto with the same formality attending execution of this Agreement. Neither party to this Agreement shall have the right to assign any of its rights thereunder without the prior written approval of the other.

26. Severability. If any provisions of this Agreement, or the application of such provision to any person or circumstance, is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions hereof or the application of such provisions to persons or circumstances other than those to which it is held invalid, and this Agreement shall be construed and enforced as if such invalid provisions had never been inserted.

27. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

28. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision hereof.

29. Agent/Commission. Neither party is represented by a real estate agent and each party warrants to the Seller that any commission due in connection with this transaction shall be payable solely the party causing the commission.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and together they shall constitute one document.

31. Right of First Refusal. Seller will have a continuing right of first refusal to purchase the Property from Purchaser after the closing of the sale of the Property from Seller to Purchaser. In such event that Purchaser receives a bona fide offer to purchase, whether verbal and/or written, from a prospective buyer, Seller will have sixty (60) days from the submission of the terms of said offer in writing by Purchaser to Seller to exercise its right of first refusal to purchase the Property upon the terms and conditions proposed by the prospective buyer. In such event that Seller does not exercise its right to purchase the Property on the proposed terms, then Purchaser will have sixty (60) days thereafter to consummate a sale with the prospective buyer on said terms and conditions. In such event that a sale transaction is not consummated within said sixty (60) day period, thereafter Seller's right of first refusal will continue to be in full force and effect. The parties agree that a notice of Seller's right of first refusal will be recorded in the real estate records of Missoula County to provide notice of the rights of Seller.

IN WITNESS WHEREOF, the below-signed parties hereto execute this Agreement effective the day and year first above written.

SELLER:

PURCHASER:

Missoula County Public Schools

**Loyola Sacred Heart High School
Foundation**

Rosemary Harrison 5/6/05
Rosemary Harrison Date
Board Chair

John Giuliani, President May 5, 2005
John Giuliani Date
President

James Clark 5-6-05
James Clark Date
Superintendent

EXHIBIT A

The land referred to in this Agreement is situated in the County of Missoula, State of Montana and described as follows:

Lots 1 through 24 both inclusive in Block 33 of SOUTH MISSOULA ADDITION, a platted subdivision in the City of Missoula, according to the official recorded plat thereof.

TOGETHER WITH that portion of the vacated alley in Block 33 of South Missoula Addition, as vacated in Resolution No. 1658.

Commonly known as: 503 Edith Street Missoula, MT 59801

RIGHT OF FIRST REFUSAL

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2005, by and between Loyola Sacred Heart High School Foundation, a Montana Non-Profit Corporation in good standing with the State of Montana ("Grantor") and Missoula County Public Schools (hereinafter "Grantee").

In consideration of the payment of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), the receipt of which is hereby acknowledged, the parties agree as follows:

1. Right of First Refusal. Grantor grants to Grantee a right of first refusal for the purchase of real property bordered by Beckwith Street, Stephens Street, Crosby Street, and Edith Street in Missoula County, Montana commonly referred to as Roosevelt School, together with all improvements, easements, rights-of-way and other rights appurtenant thereto, as more particularly described in Exhibit A attached hereto (hereinafter collectively referred to as the "Property"). Grantor and Grantee agree that if Grantor receives a bona fide offer to purchase, whether verbal and/or written, from a prospective buyer, Grantee will have sixty (60) days from the submission of the terms of said offer in writing by Grantor to Grantee to exercise its right of first refusal to purchase the Property upon the terms and conditions proposed by the prospective buyer. If Grantee does not exercise its right to purchase the Property on the proposed terms, then Grantor will have sixty (60) days thereafter to consummate a sale with the prospective buyer on said terms and conditions. In such event that a sale transaction is not consummated within said sixty (60) day period, thereafter Grantee's right of first refusal will continue to be in full force and effect.

2. Term of Right of First Refusal. This right of first refusal shall continue in effect until the conveyance of the Property in fee simple to Grantee or to a third party pursuant to the right of first refusal set forth above.

3. Grantor's Right to Encumber and Lease. Notwithstanding anything to the contrary contained in this Agreement, Grantor shall have the right during the term of this right of first refusal to mortgage or otherwise encumber the Property. Further, Grantor shall have the right to grant leases for all or any part of the Property, as Grantor sees fit, however, Grantor may not grant any lessee an option to purchase all or any part of the Property.

4. Warranty of Title. Grantor warrants and represents that Grantor is the sole owner of good, fee simple, marketable title to the Property and has full authority to grant this right of first refusal.

5. No Assignment by Grantee. Grantee may not assign its rights under this Agreement. Any direct or indirect assignment of Grantee's rights under this Agreement shall automatically terminate this right of first refusal and all of Grantee's rights hereunder.

6. Broker. The parties warrant and represent that no broker brought about or participated in this Agreement. A party, through its actions or otherwise, causing any claims for brokerage on this transaction shall indemnify and hold the other party harmless against all liabilities and expense (including, without limitation, reasonable attorney's fees) arising from base such acts. The warranties, representations and agreements contained in this paragraph shall survive any conveyance of the Property pursuant to this Agreement.

7. Recording. This Agreement shall be execute in recordable form, and if Grantee elects, may be recorded at Grantee's expense with the Missoula County Recorder.

8. Binding effect. The right of first refusal shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and lawful assigns.

9. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

10. Governing Law. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Montana.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. Entire Agreement. This Agreement supersedes all prior agreements between the parties with regard to the subject matter hereof, and there are no other understandings or agreements between them. This Agreement can only be modified by written instrument signed by both Grantor and Grantee.

13. Notices and Correspondence. All notices and correspondence shall be sent certified mail, return receipt requested, to the parties hereto at the following addresses:

Grantor: Loyola Sacred Heart High School Foundation
300 Edith Street
Missoula, MT 59801

Grantee: Missoula County Public Schools
915 South Avenue West
Missoula, MT 59801

Either party may change the above address by sending a certified letter, return receipt requested, to the other party setting forth such changed address.

GRANTEE:

Rosemary Harrison
Board Chair

SUBSCRIBED AND SWORN to this _____ day of _____, 2005.

James Clark
Superintendent

SUBSCRIBED AND SWORN to this _____ day of _____, 2005.

(SEAL) Printed Name: _____
Notary Public for the State of Montana
Residing at _____
My Commission Expires _____

Loyola Sacred Heart High School Foundation

STATE OF MONTANA)
 :ss.
County of Missoula)

This instrument was acknowledged before me on the ____ day of _____, 2005, by John Giuliani, as President of the Loyola Sacred Heart High School Foundation, a Montana non-profit corporation.

SUBSCRIBED AND SWORN to this _____ day of _____, 2005.

(SEAL) Printed Name: _____
Notary Public for the State of Montana
Residing at _____
My Commission Expires _____

DECLARATION OF RESTRICTIVE COVENANT

This DECLARATION OF RESTRICTIONS, hereinafter referred to as "Declaration," is made on the day and year hereinafter written, by Loyola Sacred Heart High School Foundation, a Montana Non-Profit Corporation ("Declarant"), with reference to the following Recitals.

RECITALS

WHEREFORE, Declarant is a Montana Non-Profit Corporation acting subject to and in accordance with its Bylaws.

WHEREFORE, Pursuant to the Real Estate Purchase and Sale Agreement entered into with Missoula County Public Schools on _____, 2005 ("Agreement"), Declarant purchased the real property bordered by Beckwith Street, Stephens Street, Crosby Street, and Edith Street in Missoula County, Montana commonly referred to as Roosevelt School, together with all improvements, easements, rights-of-way and other rights appurtenant thereto, as more particularly described in Exhibit A attached hereto ("Property").

WHEREFORE, Pursuant to the Agreement, Declarant has agreed that, during the period of time Declarant owns the Property, Declarant will continue to permit the historical public use of the Property, including, but not limited to, a polling place for community elections, community use of the playground, and community access to the building and gym.

NOW, THEREFORE, Declarant hereby declares that, during the period of Declarant's ownership of the Property, that, subject to all prior recorded easements, rights-of-way and other rights appurtenant thereto, including but not limited to, a right of first refusal granted to the Missoula County Public Schools (a copy of which is attached as Exhibit B), the Property is and shall continue to be used in accordance with its historical public use, including, but not limited to, a polling place for community elections, community use of the playground, and community access to the building and gym. All provisions of this Declaration shall be binding upon Declarant and any lessee, tenant or assignee of Declarant taking possession of the Property, other than by bona fide purchase subject to the Right of First Refusal granted to the Missoula County Public Schools, and shall not constitute covenants running with the Property or an enforceable equitable servitude upon the Property.

RESTRICTIVE COVENANT

1. General Restrictions on Use. The use and enjoyment of the Property by Declarant shall be, in addition to all recorded easements, recorded rights-of-way and other recorded rights appurtenant thereto, subject to the following covenants and restrictions:

Declarant, in exercising the full right of ownership of the Property in fee simple, will continue to permit the historical public use of the Property, including, but not limited to, a polling place for community elections, community use of the playground, and community access to the building and gym.

2. Term. The covenants, conditions, charges and restrictions of this Declaration shall be binding upon Declarant and any lessee, tenant or assignee of Declarant taking possession of the Property, other than by bona fide purchase subject to the Right of First Refusal granted to the Missoula county Public Schools, during the term of its ownership of the Property in fee simple and shall not run with the Property or be construed as an enforceable equitable servitude upon the Property.

3. Non-waiver of Remedies. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

4. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision shall not affect the validity or enforceability of any other provision.

5. Interpretation. The provisions of this Declaration shall be strictly construed and interpreted to effectuate its purpose of creating a binding covenant solely on Declarant.

6. Gender, Number and Headings. As used in this Declaration, pronouns in masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall include the plural, unless the context requires the contrary. The headings are not a part of this Declaration, and shall not affect the interpretation of any provision.

7. Governing Document Priorities. In the event of a conflict between the Agreement and this document or any provision thereof, this document shall take precedence.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this _____ day of _____, 2005.

LOYOLA SACRED HEART HIGH SCHOOL FOUNDATION,
a Montana nonprofit corporation

By: _____
John Giuliani, President

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Declaration of Restrictive Covenant

Page - 3

STATE OF MONTANA)
 :ss.
County of Missoula)

This instrument was acknowledged before me on the ____ day of _____, 2005,
by John Giuliani, as President of the Loyola Sacred Heart High School Foundation, a Montana
non-profit corporation.

SUBSCRIBED AND SWORN to this ____ day of _____, 2005.

(SEAL)

Printed Name:
Notary Public for the State of Montana
Residing at _____
My Commission Expires

DECLARATION OF RESTRICTIVE COVENANT

This DECLARATION OF RESTRICTIONS, hereinafter referred to as "Declaration," is made on the day and year hereinafter written, by Loyola Sacred Heart High School Foundation, a Montana Non-Profit Corporation ("Declarant"), with reference to the following Recitals.

RECITALS

WHEREFORE, Declarant is a Montana Non-Profit Corporation acting subject to and in accordance with its Bylaws.

WHEREFORE, Pursuant to the Real Estate Purchase and Sale Agreement entered into with Missoula County Public Schools on 14th 10, 2005 ("Agreement"), Declarant purchased the real property bordered by Beckwith Street, Stephen Street, Crosby Street, and Edith Street in Missoula County, Montana commonly referred to as Roosevelt School, together with all improvements, easements, rights-of-way and other rights appurtenant thereto, as more particularly described in Exhibit A attached hereto ("Property").

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RESTRICTIVE COVENANT

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Declarant, in exercising the full right of ownership of the Property in fee simple, will continue to permit the historical public use of the Property, including, but not limited to, a polling place for community elections, community use of the playground, and community access to the building and gym.

Declaration of Restrictive Covenant
Page - 2

2. **Term.** The covenants, conditions, charges and restrictions of this Declaration shall be binding upon Declarant and any lessee, tenant or assignee of Declarant taking possession of the Property, other than by bona fide purchase subject to the Right of First Refusal granted to the Missoula county Public Schools, during the term of its ownership of the Property in fee simple and shall not run with the Property or be construed as an enforceable equitable servitude upon the Property.

3. **Non-waiver of Remedies.** Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

4. **Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision shall not affect the validity or enforceability of any other provision.

5. **Interpretation.** The provisions of this Declaration shall be strictly construed and interpreted to effectuate its purpose of creating a binding covenant solely on Declarant.

6. **Gender, Number and Headings.** As used in this Declaration, pronouns in masculine, feminine and neuter genders shall be construed to include any other gender, and words in the singular form shall include the plural, unless the context requires the contrary. The headings are not a part of this Declaration, and shall not affect the interpretation of any provision.

7. **Governing Document Priorities.** In the event of a conflict between the Agreement and this document or any provision thereof, this document shall take precedence.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this
7th day of June, 2005.

LOYOLA SACRED HEART HIGH SCHOOL FOUNDATION,
a Montana nonprofit corporation.

By: John Ghiliani, President
John Ghiliani, President

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LSH 0575

STATE OF MONTANA

This instrument was acknowledged before me on the 7 day of June, 2005, by John Giuliani, as President of the Loyola Sacred Heart High School Foundation, a Montana non-profit corporation.

SUBSCRIBED AND SWORN to this 7 day of June, 2005.



Printed Name John J. [Signature]
Notary Public for the State of Montana
Residing at _____
My Commission Expires _____

Katherine Joyce
Notary Public for the State of Montana
Residing at Missoula, Montana
My commission expires October 7, 2006

LSH 0576

Missoula's First Neighborhood Greenway: An Initiative for Rose Park, Riverfront, and Lewis & Clark



Connecting our Neighbors to Schools, Parks, and Businesses via Safe, Low-Volume Traffic Routes

Purpose

- What are Neighborhood Greenways, why are they important & what are the benefits?
- What do roadway designs & treatments look like?
- Suggest a route
- Seek support from RPNCLT



What is a Neighborhood Greenway?

1. Route Planning: Direct access to destinations
2. **Signs and Paint: Easy to find and follow**
3. Speed Management: Slow motor vehicles
4. Volume management: reduce motorist volume
5. Minor crossings: minimal bicyclist delay
6. Major crossings: safe and convenient
7. Offset crossings: clear and safe to navigate
8. Green infrastructure: enhance street environment & create a park like amenity



Why Neighborhood Greenways?

Missoula MPO Mobility reports....

- 2010 – 2014 pedestrian activity up 25% & bicycle activity up 18%
- 10 yr. bike/ped. accident rates remained steady and occur on high traffic volume streets and intersections
 - 21% of all residents indicated safety riding with cars as a barrier to bicycling (Only work schedule/family & weather were bigger barriers)
- City of Missoula has bicycle/pedestrian commuter rates that are 14.7% compared to state average is 6.4%.

❖ **Primary, connected network** of safe & accessible routes throughout Missoula

Wayfinding & Signage

Signs and Paint

- Guides neighbors to landmarks
 - ❖ Provide distances and time
- Establishes bicycle/ped. street space
- Raises awareness that the street is a shared use environment



Wayfinding & Signage



Bicycle Boulevards
Bicycle Boulevard Signs and Pavement Markings - Decision Sign

Shared Lane Markings (Sharrows!)

- Reinforce riding position
- Alerts drivers
- Advertises presence of bikeway system
- Encourages safe passing
- Keeps cyclists out of “door zone”
- Reiterates shared lane environment



Traffic Calming

- < 25 mph is optimal
- Split speed tables
- Advisory bike lanes
- Curb extensions
- Planted traffic circles



Offset Intersections



- Woodford across Mount Ave. onto Bow St.



- Bow St. across Brooks onto Bow St.



Start Simple!

- Paint
- Unique Signage
- Once established, then implement speed tables, curb extensions, & other more costly treatments



Neighborhood Greenway: Myrtle - Woodford

Sharrow Paint

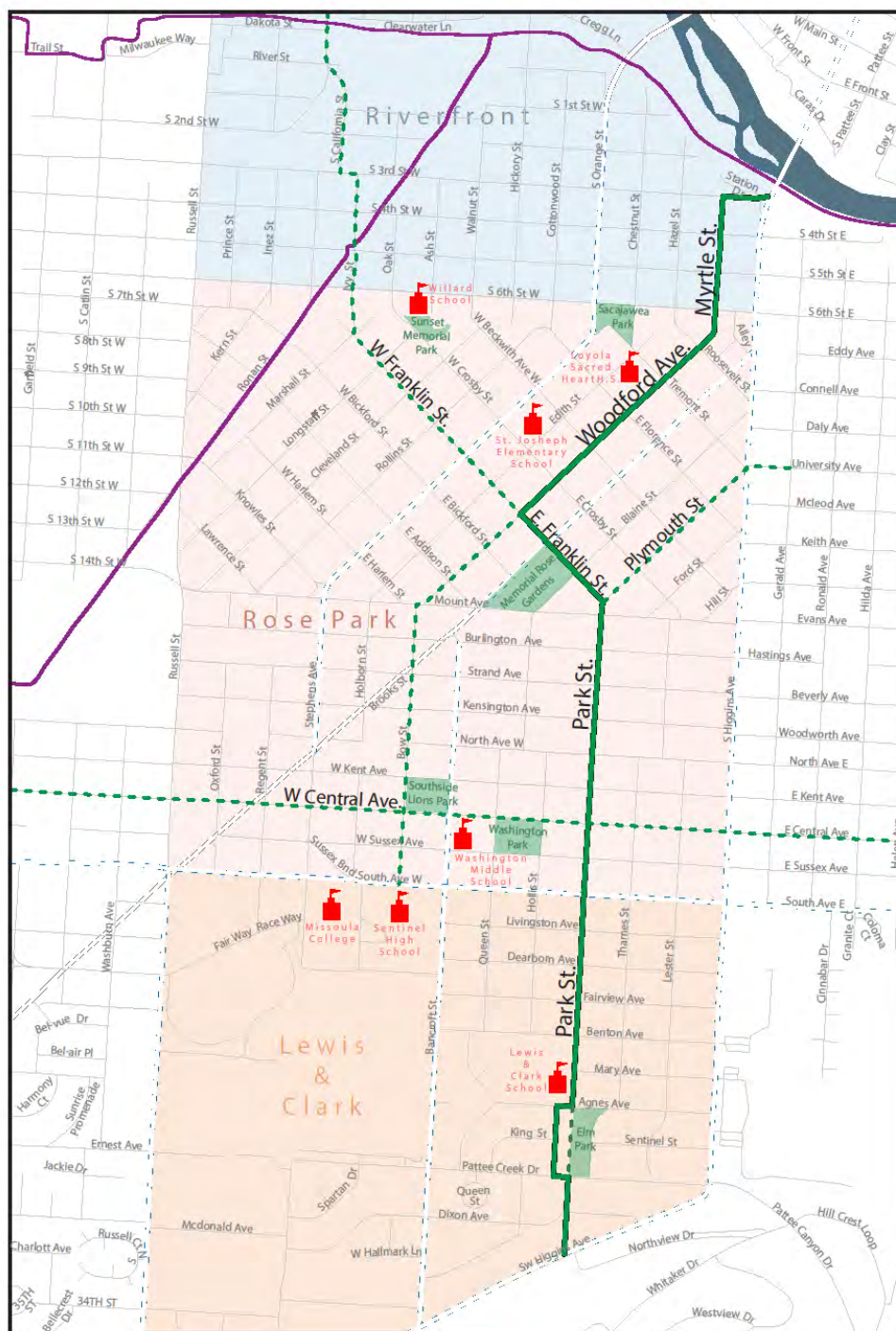
- Myrtle – Woodford
– $4,096 \text{ ft} / 125 * 250 = \$8,192$
- Franklin Connector
– $1,225 \text{ ft} / 125 * 250 = \$2,450$
- Park Street
– $5,960 \text{ ft} / 125 * 250 = \$11,920$

Signage

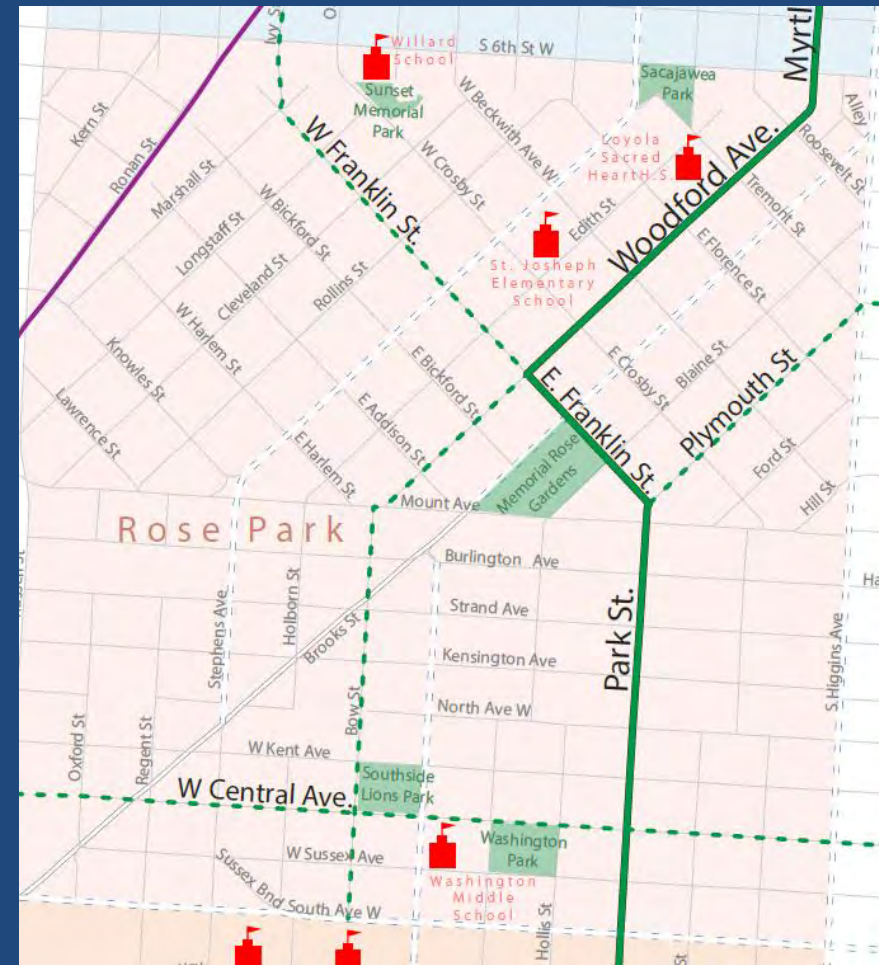
- Roughly 5 – 10
- \$200 per sign
- **\$1,000 - \$2,000**

Total: $\$22,562 + \$2,000 = \$24,562$

❖ Ideal greenways are 2 -5 mi. & Myrtle to Park is 2.13 mi.



- 3 schools on route
- 4 additional schools if W. Franklin & Bow. St. are included
- Connects 5 parks
- Close proximity to businesses
- Churches are also abundant along route



Other cities planning and preserving quiet neighborhood streets!

- Eugene, OR
- Wilmington, NC
- San Luis Obispo, CA
- Columbia, MO
- Davis, CA
- Madison, WI
- Palo Alto, CA
- Gainesville, FL
- Manhattan, KS
- Emeryville, CA
- **Missoula, MT???**

**Pledge of support from
Rose Park** to help initiate
Missoula's First
Neighborhood Greenway?

Questions?

Brian Battaglia

babro403@gmail.com

320-310-7104