



City of Libby
Libby Montana
www.cityoflibby.com

PO Box 1428
952 E. Spruce Street
Libby MT, 59923
(406) 293-2731
Fax (406) 293-4090

REGULAR COUNCIL MEETING #1675
MONDAY, APRIL 21, 2025 @ 7:00 PM
COUNCIL CHAMBERS – CITY HALL

CALL TO ORDER:

- Pledge of Allegiance
- Prayer by Tom Cole
- Roll Call
- Welcome/Announcements
- Approve minutes for Regular Council meetings #1674 held April 7, 2025.

REPORTS:

DEPARTMENT HEADS:

- City Administrators Report

COUNCIL COMMITTEES:

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

BOARDS/COMMISSIONS:

- Planning /Zoning - Meeting April 28 regarding annexation request

PUBLIC COMMENT ON NON-AGENDA ITEMS: This is an opportunity for the public to offer comments related to issues that are not currently on the agenda that the council has jurisdiction over. Public comment is limited to 3 minutes.

NEW BUSINESS: The mayor will introduce each new agenda item with a description of the item and an explanation for the recommended action to be taken. Following council discussion on each item, there will be an opportunity for public comment. Public comment is limited to 3 minutes concerning the agenda item being discussed only.

1. Approve conditional use permit and business license for TB Machining LLC, 1404 Louisiana Ave.
2. Approve Dominic Thom Eagle Scout project at City of Libby Cemetery.
3. Approve Collective Bargaining Agreement with AFSCME Libby Montana Municipal Employees Local 3034.
4. Approve appointment Steve Boyer to Police Commission, term expiring 2028.
5. Review budget for third quarter.
6. Approve all claims received to date.
7. Approve all business license applications received to date.
 - a. Angels Helping Hand, 151 My Rd, Individual, Housekeeping, caretaking, and yard work.
 - b. Finer Time Home Solutions, 340 Vicks Lane, LLC, General contracting, roofing, siding.
 - c. Inspire Health and Wellness, LLC, 412 Mineral Ave., LLC, Hydromassage.
 - d. The Refinement Co. LLC, 521 California Ave Suite 3B, LLC, Esthetics and Nail Services, retail beauty products.
 - e. Ucking Adorable, 1220 Champion Haul Rd., Individual, Snowcones, slushy drinks, craft items, and eggs.

UNFINISHED BUSINESS: Each item will be introduced by the mayor (or assigned liaison) with a description of the item. Following council discussion on each item, there will be an opportunity for public comment. No action will be taken. Public comment is limited to 3 minutes concerning each item.

- 1.) Discussion to amend Libby Development Fund Policy and application process.
- 2.) Street Committee's recommendation regarding the abandonment of the city owned right-of-way off City Service Road.

GENERAL COMMENTS FROM COUNCIL: Public comment will not be taken during this portion of the meeting

ADJOURNMENT:

The manner of Addressing Council:

- Each person, not a Council member, shall address the Council at the time designated in the agenda or as directed by the Council, by stepping to the podium or microphone, giving that person's name and address in an audible tone of voice for the record, unless further time is granted by the Council, shall limit the address to the Council to three minutes.
- All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff with no personal remarks allowed.
- No person, other than the Council and the person having the floor, shall be permitted to enter any discussion either directly or through a member of the Council, without the permission of the Presiding Officer.
- Any person making personal, impertinent, or slanderous remarks or who shall become boisterous or disruptive during the council meeting shall be forthwith barred from further presentation to the council by the presiding officer unless permission to continue is granted by a majority vote of the council.

ATTENTION:

To access this meeting electronically with **ZOOM**,
Dial: 253-215-8782
Meeting ID: **4042719951**
Password: **151041**
Posted: 4/17/25

MCA 2-3-212. Minutes of meetings. Minutes must include without limitation: (a) the date, time, and place of the meeting; (b) a list of the individual members of the public body, agency, or organization who were in attendance; (c) the substance of all matters proposed, discussed, or decided; and (d) at the request of any member, a record of votes by individual members for any votes taken.

UNAPPROVED MINUTES

The Libby City Council held regular meeting #1674 with Public Hearing – Conditional Use – on Monday, April 7, 2025, in the Council Chamber at Libby City Hall.

Call to Order:

The meeting was called to order at 7:01 pm by Mayor Williams.

Present were Mayor Williams, Councilors Melissa Berke, Gail Burger, Ethan Kolp, Kristin Smith, Hugh Taylor, Brian Zimmerman, Administrator Sam Sikes, Clerk/Treasurer Leann Monigold, and (via Zoom) City Attorney Dean Chisholm.

Announcements:

Proclamation for National Crime Victims' Rights Week:

Kathleen Sheffield from the Lincoln County Victim Witness Program gave the history and an overview of the program, explaining the program has received grant funding from the National Association of VOCA for the third consecutive year enabling the program to host their annual candlelight vigil, Thursday, April 10th at 7pm, to provide a chance to come together, awareness to victims' rights, celebrate survivors, honor lives that have been lost, and express gratitude to first responders.

Mayor Williams read the Proclamation.

Approve minutes for Regular Council meetings #1672 held March 3, 2025, #1673 held March 17, 2025, and Special Meeting-Council Vacancy held March 17, 2025:

Councilor Zimmerman **MADE A MOTION** to approve City Council meeting minutes 1672, 1673, and the Special meeting for Council Vacancy, Councilor Berke **SECONDED**.

Councilor Smith noted a change to the Special Meeting minutes should read 16 years ago instead of 6.

DC Orr commented on minutes from March 3rd, disagreed with a point of order called while he was speaking and explained why he disagreed.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Committee Reports:

Administrator: Administrator Sikes reported after approving replacing 5 of the 27 heat exchangers for \$57,188 last month, a fan unit that feeds air into Pure North went down and stressed the importance of the Capital Improvement Plan, with that the City is able to approve the repair without scrambling for funds.

For Water, with runoff season the plant has been working hard to keep the turbidity at acceptable levels. A couple of engineers were contacted and were able to find parts for the SCADA 5 system that will be discontinued at the end of the year. Parts have been ordered to keep the system functioning longer and buy the time needed to place the project into the PER. There will be a meeting with NRDP prior to the next meeting to discuss options for the lower reservoir, since Flower Creek dries out downstream from the lower reservoir on an annual basis, the lower reservoir can be considered fish habitat and bird sanctuary and hopefully allow the NRDP to release funds to make repairs to the infrastructure to save the habitat and at the same time help the city with the expensive repairs needed.

For Sewer, have been putting together plans and getting estimates to replace section of return lines from the clarifiers to the ox ditch that were repaired decades ago. The repairs were by reducing pipes from an 8" to 4" which has caused clogging events. The "simple fix" is becoming a larger project than expected, with a 40-year-old plant and pipes, more needed repairs are being discovered. The "simple fix" could easily cost upwards of \$200k.

Lincoln County Emergency Management Office had a power outage Working Group meeting, they are trying to upsize our generator for City Hall so the entire building can be powered, including our boiler system, the gymnasium, the kitchen area, and emergency dispatch. Hopefully it will go out for a grant within the next six months to a year. Spruce Street reconstruction from the Highway will be starting soon and will last about a month. Hoping within the next two weeks to a month, the second half of Spruce Street will go out for bids to finish it all the way to the Port Authority. After that major road repair we're looking at 10th Street from behind Kaiju and behind McDonald's. Had a great meeting with National Guard last Wednesday, down at Riverfront Park, they're trying to use the Eastern or back most boat launch area to train for water purification. Their original proposed lease was for three times a year, six days, and it was over a larger period. At the meeting, come to find out, they only needed two days, one with equipment, no overnight, and the next day water sampling. Treated water cannot go back into the river because of DEQ regulations, but it is perfectly okay for the water to go into our storm drains, we'll have a spot where they can dump it. Trying to reduce the conflict with any events at Fred brown, it's not going to happen during any of the large festivals, we're able to mark it a year out, so that if somebody wants to come in for a wedding, there won't be any disruptions. Lastly, I have been working with the NRDP and WWC engineering on hydrology study and plan for the

spoils pile by the dam. Hoping to get a final contract in to get the Council to approve it, that would be for phase one. That's just the hydrology study and the study of the spoils pile itself. After that's all completed, it would come before Council to decide whether to move on phase two or not, whether to create the parking lot or not.

Streets Supervisor: Justin Williams reported crews have been jetting, sweeping, and patching potholes, 3 burials at the cemetery, 3 water service line replacements, 2 water main repairs, 2 sewer service line replacements, and 1 sewer main repair. Flowerpots are being prepared, early runoff and rain events are creating dirty screens at lower reservoir, and 4 trees have been removed. Working with high school softball and little league on materials for field prep, site rehab, and road regrade. Got together with engineers and TCI to go over sewer main replacement schedule, repaving Flower/Nevada, sealing seams on three of the schedule items, and topsoil placement. Water leak repairs began last week, the new paint machine arrived, so street striping will begin in June when the weather stays warmer at night.

Finance: Clerk/Treasurer Monigold reported the FY24 audit was finished three months earlier than usual due to falling under a Federal audit because of the ARPA funding. The audit went well, there was one finding, auditors recommend bank deposit securities at 100%, ours were at 50%, although still within legal limits for securities. That was corrected prior to the audit exit interview and securities are now at 100%.

Police: Chief Ercanbrack reported there were 160 cases, 1 assault, 5 disturbances, 6 threatening cases, 3 thefts, 25 suspicious acts, 8 crashes, 3 drug and alcohol related, 6 mental health calls, 8 calls for vagrancy 2 welfare checks, 15 public assists, 9 911 calls, 1 juvenile problem, 10 city ordinances, and 26 traffic stops.

On April 23rd Officer Steffenson will be headed to the police academy, the new car decals, paid for with the Montana Tourism Grant, are being added to the patrol cars, Shield 616 awarded new body armor for each officer worth \$15,810, Mason Moore Grant awarded \$5,000 for "go bags", DUI Task Force awarded \$3,010 for a state-of-the-art breathalyzer. Another grant hopefully will be awarded next month for \$159,000 which will pay for a new patrol car, radar, cameras systems for cars and body worn cameras, also next month, submission of a grant application from the Tracy Foundation for capital improvement to work on the Police Station.

Budget: Mayor Williams announced it is that time of the year to reorganize for the Budget Committee, we'll be getting the timeline out, Leann is organizing department head meeting this week, so that will get underway to have the budget done in time to meet State deadline in August.

Wildlife: Councilor Taylor reported they were able to harvest 20 turkeys with the aid of Libby PD and Montana Fish, Wildlife, & Parks, they were able to be donated and looking to do that again in the future. Trapping for CWD study is done for the season and on the agenda later.

Planning/Zoning: Councilor Smith announced a meeting is planned for the end of the month, currently awaiting a petition for annexation.

Public Comment on Non- Agenda Items: None

PUBLIC HEARING: CONDITIONAL USE PERMIT

Mayor Williams called Public Hearing to order at 7:31 pm.

Terry Best requested a Conditional Use permit to operate a threading business for muzzle devices, brakes or suppressors, out of his garage. Mr. Best explained why he would like to have this business, he is retired, so there would only be one or two items a week.

Councilor Taylor expressed appreciation for Mr. Best coming forward with the request instead of just starting a business in their garage.

John Bebee expressed support for Mr. Best.

Councilor Smith inquired if notice was sent to adjacent property owners and if the Conditional Use permit would only apply for Mr. Best in this location for as long as he conducts the activity. Mr. Sikes explained all property owners within 100 feet of his property have been notified, with no response and yes, if the house was to be sold, it would be null and void. Mr. Sikes explained the Conditional Use request and why he recommends approval.

Mayor Williams closed the Public Hearing at 7:37 pm and explained the decision would be made at the next meeting due to miscommunication.

Old Business: None

New Business:

Fish Wildlife and Parks CWD update:

Sam Martinez from Fish, Wildlife, and Parks provided a PowerPoint presentation with an update on the CWD situation in Libby, providing a brief history about CWD testing and included the goals of reducing urban deer densities, monitoring CWD prevalence, and educating the public. Mr. Martinez showed maps of the areas in and around Libby where the deer were harvested, described the process used to harvest, and statistics of the study

highlighting the ability to distribute hundreds of deer carcasses over the years, that tested negative, to individuals that were grateful to have access to wild game.

Mr. Martinez announced two meetings would be held tomorrow in the Ponderosa Room at 12pm and 6pm, which would be a deep dive into some of the topics from CWD presentation.

Councilor Smith noted the problem with people feeding wildlife and inquired how they are tackling that on an individual basis and how they are responding to tips from people that see their neighbors feeding animals. Mr. Martinez explained the problem and risk of transferring CDW between the deer population by feeding them, if reports come in, they try to reach out to those individuals in person to help educate before issuing tickets and enforcing the law.

Approve LOR's Noise Variance request for Anniversary Event at Riverfront Park, June 21st:

Tabitha Viergutz with the LOR Foundation requested a Noise Variance for the Fred Brown Pavilion on June 21st from 10am to 4pm while hosting their 3-year anniversary. Ms. Viergutz gave a brief background of LOR and highlighted the 193 grants totaling \$1.7 million LOR has been able to provide to the Libby community, explained their anniversary is a way to celebrate Libby and all the things that have been accomplished in the last 3 years by having live music, barbeque, and games.

Councilor Zimmerman **MADE A MOTION** to approve the Noise Variance for LOR on June 21st, Councilor Burger **SECONDED**.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve contract with Libby Youth Base and Softball for Remp's Fields:

Mayor Williams explained the contract.

Councilor Zimmerman **MADE A MOTION** to approve the Youth Baseball and Softball for Remp's Fields, Councilor Berke **SECONDED**.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve Loggertown Baseball Club funding request for Remp Fields improvement project (Kelly Morford):

Kelly Morford gave a quick overview of the Community Development fund request presented at the previous meeting, highlighting all of the funding, donations, and in-kind contributions they have currently received for the list of projects to improve aesthetics, safety, and playability at Remp Fields. The Club is planning to have the projects done before the tournament on June 14th and 15th. The tournament will have 16 teams coming from out of town and the Clubs is hoping to make the tournament an annual event. The total cost of the projects will be about \$17,038.28 and are requesting \$1 to \$4,450 from the Community Development fund to close the gap.

Councilor Zimmerman **MADE A MOTION** to approve the Loggertown Baseball Club funding request for Remp Fields improvement project from the Community Development Fund for \$5,000, Councilor Burger **SECONDED**.

Patty Rambo commented on the reputation Kelly has built through the Legion Field that makes this town look good.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve Libby Area Business Association Mineral Avenue Street closure request for Summer Solstice June 22nd from 10am - 3:30pm from 6th Street to 3rd Street and for Halloween, October 31st from 4 -6pm, Lincoln Blvd to 2nd Street:

Councilor Burger recused herself being a member of Libby Area Business Association.

Carla Darrar, on behalf of Libby Area Business Association, requested two Street Closures on Mineral Avenue. One for Summer Solstice on June 22 from 10am – 3:30pm from Stiches to 3rd St. and there will be vendors. One for Halloween on October 31st from 4pm – 6pm from Timberline to 2nd St.

Mayor Williams reminded them of the requirement for a street closure permit, insurance, \$2 million with the city as insured, responsible for all the trash, and the barricades get delivered on a trailer. You place them and put them back on the trailer.

Councilor Zimmerman **MADE A MOTION** to approve the Libby Area Business Association Mineral Avenue Street closure request for Summer Solstice June 22nd from 10am - 3:30pm from 6th Street to 3rd Street and for Halloween, October 31st from 4 -6pm, Lincoln Blvd to 2nd Street, Councilor Smith **SECONDED**.

DC Orr commented that Councilor Burger did the right thing, recusing herself as a member of the LABA and appreciated the clarification for concerns about the Halloween and Summer Solstice events.

Gail Burger, president of the LABA, commented the LABA is a non-profit and all members are volunteers. The Association donates time and funding to the community through beautification sites and family orientated events.

Councilor Smith inquired if all businesses along Mineral Avenue have been contacted. Ms. Burger stated about 80% were contacted, 4 did not respond, they do the best they can to get the information out to everyone.

Councilors Berke, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve Workforce Expo 2025 request for Lincoln Blvd closure (Memorial Center side) on April 23rd from 7am to 4pm. (Toya Laveway):

Mayor Williams confirmed with Ms. Laveway the street closure requirements.

Councilor Zimmerman **MADE A MOTION** to approve the Workforce Expo 2025 request for Lincoln Blvd closure, Mineral side on April 23rd from 7am to 4pm, Councilor Smith **SECONDED**.

Toya Laveway, Department of Labor and Industry Job Service Montana, requested a street closure for the second Annual Workforce Expo at the Memorial Center and requested a street closure on just the Memorial side, Louisiana to Mineral, 7am to 4pm on April 23rd.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve County's Libby Parks District request to include City owned Haul Bridge as part of the route for the "Circle Swede Gravel Ride" on September 13, 2025:

Joe Taylor, on behalf of the County Libby Park District Board, requested the use of the Haul Bridge as part of the multi-route bike ride on September 13th. Mr. Taylor explained the routes and acknowledged they will have the City listed as an additional insured for the event policy.

Councilor Zimmerman **MADE A MOTION** to approve County's Libby Parks District request to include City owned Haul Bridge as part of the route for the "Circle Swede Gravel Ride" on September 13, 2025, Councilor Smith **SECONDED**.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve the Street committee's recommendation regarding the abandonment of the city owned right-of-way off City Service Road:

Councilor Zimmerman presented the Light/Street/and Sidewalks Committee recommendation for the Sooters request to abandon the City owned road and alleyway off City Service Road, on the property they own, surrounding it, and in it. Explained, Mr. and Mrs. Sooter have been maintaining the property and looking to enhance it. The property does have easements for the transmission lines, storage drain system, and a sewer main they would be looking to tie into for future growth on the property, development would be future revenue for the City.

Council discussed the potential benefits and drawbacks of abandoning the right-of-way, including the possible impact on future development and city infrastructure. Councilors Smith and Zimmerman supported the abandonment, Councilor Burger and Taylor did not support the abandonment.

Councilor Zimmerman **MADE A MOTION** to approve the Street Committee's recommendation regarding the abandonment of city owned right-of-way on City Service Road, Councilor Smith **SECONDED**.

Councilor Kolp inquired if the abandonment was to build more housing. Jeff Sooter explained they would like to have a wedding venue, the portion of the property that could be utilized would be planted with grass, make flower beds, and potential parking for the venue.

Jeff Sooter explained that a portion of the requested land has power line setbacks and the stormwater easement, the other would be used as part of a wedding venue and would be taken care of, planted with grass, flower beds, and be a potential parking area for the venue.

Jennifer Nelson commented on concerns about electrical infrastructure on the property and the possibility of future conflict if those lines needed to be improved or expanded.

Lisa Sooter explained they have been working with Kootenai Surveying about the concerns that a lot that would be landlocked, after a recommendation of they paid for the aggregation so there would not be a landlock. Stated they were under the impression, after receiving a recommendation by email, the aggregation was part of the process to request the abandonment, they do understand there is an easement for the powerlines and water, nothing would be built on the requested property.

Jeff Sooter explained they were informed of the possible landlock, so after the recommendation from the Committee to do an aggregation, they paid to have that done and assumed the request would be granted.

DC Orr commented on the lack of minutes from the Committee and felt it would be easier to sort out if those were available.

John Bebee does not support the request to abandon the right of way and suggested having a contract allowing them to use the land until which time the City would need it back for development.

Council discussed the aggregation Mr. and Mrs. Sooter paid for so the property would not be landlocked.

Mayor Williams requested to have the motion withdrawn to have time to go back and review the minutes to see what was said at the previous meetings and continue the request in a future meeting.

Councilor Zimmerman **WITHDREW THE MOTION** to approve the Streets Committee for Sooter's, for an investigation into the minutes from Committee meetings.

Mayor Williams called a 5-minute recess at 8:31pm, called meeting back to order at 8:36pm.

Approve Parks Committee recommendation for Rambo Memorial Plaque:

Councilor Berke explained the Parks Committee met with Patty Rambo and the Press about the State Bill passed for a memorial plaque that will be placed in Riverfront Park and names the bridge near the park as the Staff Sergeant Authur J Rambo Memorial Bridge. Ms. Berke explained the Committees recommendation for placement.

Councilor Zimmerman inquired if the plaque would be on a concrete base, so it is easy to mow around for the City Crew. Mayor Williams acknowledged there would be and said she spoke with the Department of Transportation, according to SB 59 the State owns the memorial plaque and will be responsible for maintaining it, with help from Justin, the State will install it.

Patty Rambo spoke about the Memorial Plaque and the Committee's recommended location in Riverfront Park.

John Bebee commented in support of the memorial plaque.

Councilor Gail **MADE A MOTION** to approve the Parks Committee recommendation for the Rambo Memorial Plaque, Councilor Smith **SECONDED**.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Rotary request for City support of proposed area veterans (introduction, George Gerard):

George Gerard, Rotary Club of the Kootenai Valley, presented their public awareness campaign about Veteran suicide and informed Council they are posing two things that doesn't affect the city and will primarily be taking place on private property. One is Veteran parking spaces, and the second would be a plaque that businesses could display in the window that would have a QR code that would lead them to phone numbers for Veteran services both locally and nationally. If the City decided to have a Veteran parking place at City Hall, he would work with Brian. Mr. Gerard wanted to bring this attention to Council and the Rotary is looking for support in promoting awareness.

Mayor Williams informed Mr. Gerard only designated handicapped parking are enforceable, Mr. Gerard acknowledged the idea is not to enforce, but to recognize the veterans.

Councilor Zimmerman agreed it was a great idea, but there were concerns about the difficulty of using smart phones and QR codes for the older generation. Mr. Gerard said it is mostly younger people committing suicide.

Councilor Taylor, a veteran himself, stated he does not need special parking and asked if there was anything personally, he could do to help with the program.

Linda Gerard, a Rotarian, said she is a Veteran, 77 years old, and knows how to use a smartphone.

Alani Holcom commented she had done a school project on the National Veteran suicide rate and gave statistics.

Tabitha Viergutz, president elect of Libby Rotary, stated she had done some research and there is a blanket policy, disabled Veterans do not automatically qualify for a handicapped spot. Commented, George would like to put signs in areas like Rosauers and Watson's Market in Troy to allow Veterans in the community to be recognized.

Libby Government Study Commission request to be on agenda:

Councilor Taylor explained the Libby Local Government Study Commission have a newly elected spokesperson, Mr. Backen, and requests to be added to the agenda to give an update every meeting or one meeting a month, on what they are doing and what progress they are making.

Councilor Zimmerman does not agree to having the Study Commission regularly on the agenda.

Council majority agreed, if they have a specific item to talk about, make a specific request to be added, but not as a regular reoccurring update to the agenda.

John Bebee suggests having occasionally having the Study Commission on the agenda throughout their process to give updates, initiate partnering, encourage ideas, and communication from the Council.

DC Orr commented he feels the Council does not want the Study Commission to succeed, given email that is unmanageable, given an office they felt was inadequate, and censored from giving reports. Mr. Orr feels the Commission is being stifled for the work they are doing and hopes they will be given the opportunity to give reports occasionally so people can hear what they were doing.

Approve all liquor license applications received to date:

Po Sam's

Councilor Zimmerman **MADE A MOTION** to approve all liquor license applications received to date, Councilor Berke **SECONDED**.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve all claims received to date:

Councilor Zimmerman **MADE A MOTION** to approve all claims received to date, Councilor Burger **SECONDED**.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve all business license applications received to date:

Northwest Montana Plumbing Services, Sonship Tekon LLC, Tiffany's Helping Hands, and Your Home Improvement Company LLC.

Councilor Smith **MADE A MOTION** to approve all business license applications received to date, Councilor Zimmerman **SECONDED**.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Unfinished Business:

Discussion to amend Libby Development Fund Policy and application process:

To be discussed at the next meeting.

General Comments from Council:

Mayor Williams commented by MCA one Police Commissioners term is up May 1st, it has been advertised in the Newspaper. Arbor day is April 25th, Jennifer Nelson is working to plant a couple of trees and a celebration. Sam brought up the hydrology study and the spoils pile, so that is good news to get that taken care of. In January, Montana Department of Commerce, Main Street Program, offered a technical assistance grant they were distributing to communities. It will provide the opportunity to revisit Mineral Avenue Beautification, to upgrade the sidewalks and upgrade the lighting, that will be starting sometime in April. The Department of Commerce has consultants on retainers that provide assistance with these projects. They will be coming to look at the downtown and talk to the community. We'll have hearings to see what the community would like to do, and a part of the proposal is also to figure out implementation money. IP discussion sounded very positive, but to date, we've received no written proposal, until we receive that written proposal, there's not a lot more to say, other than they came, they talked, they sounded positive. It's the only conversation we have had with IP since early 2021, they had outside counsel from Denver, his job seemed to be stymie the city, he was a hard no, he never moved from hard no, now they are replacing him, and they're more open to conversation.

Councilor Burger inquired if IP had stopped communication with the city. Mayor Williams acknowledged they had made an insulting offer in early 2021, after the City said no, they stopped communicating. So hopefully they will, in the next week or so, come back with an offer that revisits that 2010 contract, and that sounds positive.

ADJOURNMENT:

Councilor Smith **MADE A MOTION** to adjourn, Councilor Zimmerman **SECONDED**.

Councilors Berke, Burger, Kolp, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Mayor Williams adjourned the meeting at 9:02pm.

Mayor Peggy Williams

Attest: _____

Clerk/Treasurer Leann Monigold

City of Libby

From: city.admin@cityoflibby.com
Sent: Tuesday, April 1, 2025 4:43 PM
To: brian.zimmerman@cityoflibby.com; gail.burger@cityoflibby.com; melissa.berke@cityoflibby.com; ethan.kolp@cityoflibby.com; 'Kristin Smith'; hugh.taylor@cityoflibby.com
Cc: 'Peggy Williams'; 'Leann Monigold'
Subject: CBA Update for FY26 and FY27
Attachments: CBA FY 26 and 27 Thru Mayor, Atty, Union.pdf

All,

Attached is the Collective Bargaining Agreement that has been through the Mayor, City Attorney, and Union. Peggy will be placing it on the Agenda for the second meeting in April, so she asked that I send it out with some bullet points to allow time if there are any questions so please, feel free to stop by or call with any questions. By the way, the state union representative is very pleased with the professionalism and care that Libby has in taking care of our employees. I think partially because of all the turmoil around the state, but I'll take it!

CBA for FY-26 and FY-27 Bullet Points

- Awarded a 1.5% COLA for the next two fiscal years (negotiated last year). This is in addition to the annual 1% step increase that is guaranteed.
- Removed the Police Department as they are no longer represented by the Union. The Policies and Procedures Manual is now being updated to fully incorporate the Police Officers.
- Changed "Leadman" to "Lead Operator" for the Water and Wastewater Treatment Plants. This falls in line with proper terminology for the position.
- Removed the 3% step pay increase for Lead Operators and added a grade increase along with written duties and responsibilities. Lead Operators have multiple additional jobs which made a 3% increase inconsistent with the workload. This also creates a chain of command by making the Lead Operator a grade above the others in the departments.
- Removed the "Meter Reader" position and made it a second "Water Distribution Operator" position. This will create, in the future, redundancy in the knowledge and taskings for the distribution infrastructure.
- Properly increased the cost of Health insurance from \$829 per month to \$926 to cover the Mission Plan for employees with the MMIA increase.

Samuel Sikes

City Administrator
952 E. Spruce St./PO Box 1428
Libby MT, 59923
Office: (406) 293-2731 x 4102
Cell: (406)293-1278
city.admin@cityoflibby.com

Collective Bargaining Agreement

Between

City of Libby, Montana

And

AFSCME

**Libby Montana Municipal Employees
Local 3034**

June 29, 2025 - June 26, 2027

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Libby Montana Municipal Employees A.F.S.C.M.E. Local 3034

AGREEMENT

PREAMBLE

This Agreement is effective upon ratification by Employees and approval of the Employer, and is by and between the City of Libby, Montana, hereinafter referred to as the "Employer", and Local 3034 of the American Federation of State, County and Municipal Employees, Montana State Council No. 9, hereinafter referred to as the "Union". In consideration of the mutual covenants set forth herein, the Employer and the Union agree as follows.

Article 1. Recognition

In compliance with the provisions of the Montana Public Employees Collective Bargaining Act, as amended, and pursuant to certification of the Montana Department of Labor and Industry, Board of Personnel Appeals, Case No. 1624-2001, the Employer recognizes the Union as the exclusive bargaining representative of all full-time and regular part-time employees of the City of Libby, Libby, Montana, but excluding all supervisory, managerial, confidential, police, temporary employees, seasonal employees working less than 960 hours in any calendar year and other employees excluded pursuant to the terms of the aforementioned Act.

The Employer does not have a formal orientation process for new employees. The Employer will notify the Union's local president when new employees are hired, and the president may speak with the new hire(s) about the Union.

Article 2. Definitions

For the purposes of this Agreement, the following definitions shall apply:

- 2.1 "Full-time employee" shall mean an employee normally scheduled to work 40 hours per week.
- 2.2 "Regular part-time employee" shall mean an employee who is assigned to a position designated by the Employer as permanent, but who normally works less than 40 hours per week.
- 2.3 A "probationary employee" shall mean an employee who has worked for the Employer less than 12 continuous months since last date of hire.
- 2.4 "Immediate family" shall refer to the employee's spouse, child, father, mother, brother, sister, grandparent, grandchild, or guardian, or relatives of the employee's spouse in like degree.
- 2.5 "Departments" for the purpose of this Agreement are as follows: streets, water treatment, water distribution, wastewater, and city hall.

Article 3. Management Rights

- 3.1** Except as limited by a specific provision of this Agreement the Employer reserves and retains, solely and exclusively, all of its managerial rights, power and authority to manage and operate its business and direct the workforce as such rights, powers and authority existed prior to the execution of this Agreement. Such rights include, but are not limited to, the following:
- A. Direct employees,
 - B. Hire, fire, promote, transfer, assign, and retain employees,
 - C. Relieve employees from duties because of lack of work or funds, or under conditions where continuation of such work would be inefficient or non-productive,
 - D. Maintain the efficiency of government operations,
 - E. Determine the means, methods, job classifications, and personnel by which government operations are to be conducted,
 - F. Take whatever actions may be necessary to carry out the missions of the Employer,
 - G. Establish the methods and processes by which work is performed,
 - H. Promulgate, adopt, and amend rules and regulations in connection with the Employer's operations and the conduct of its employees,
 - I. Designate smoking and non-smoking areas, and,
 - J. Test for the use of controlled substances or alcohol as permitted by applicable law.
- 3.2** The Employer will mail to the Local Union President copies of proposed changes to its Personnel Policies and Procedures at least two weeks prior to their adoption.
- 3.3** The Employer will give a copy of its Personnel Policies and Procedures to new employees at time of hire and will maintain an up-to-date set in each department and at City Hall.

Article 4. Union Security

4.1 Membership Requirements:

All current employees and any future employees who are not members of the Union and who do not make application for membership within 30 days of employment, shall, as a condition of employment, pay to the Union the prescribed representation fee as a contribution toward the administration of this Agreement. Employees who fail to comply with this provision shall be discharged by the Employer within 10 days after receipt of such written notification by both the employee and the Employer if permitted by law. At month's end during this Agreement the Employer will notify the Union by email of changes in members of the Bargaining Unit (e.g., new hires and separations) that month.

The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders and judgments brought or issued against the Employer as a result of any action taken by the Employer pursuant to the provisions of this Article. The indemnification provided herein shall include, but not be limited to, the recovery of costs and attorney fees.

An employee who is a member of a bona fide religious sect whose established and traditional beliefs oppose joining or financially supporting a labor organization shall not be required to join or financially support the Union if, in lieu of periodic dues or fees, the employee pays an equivalent sum of money to a non-religious, non-union charity designated by the Union. The employee must provide the Union with proof of payment upon request.

4.2 Dues Deduction:

Upon receipt of a signed authorization from an employee, the Employer shall deduct from pay the amount of monthly dues owed the Union and shall remit the same as the Union directs. The Union will provide the Employer with written certification stating the amount of its monthly dues. Each authorization shall continue until revoked by an employee. The Employer's remittance to the Union shall be deemed correct if the Union does not give the Employer written notice of any errors and the reasons therefore within two (2) calendar weeks after the remittance is mailed.

Article 5. Union Rights

5.1 Representative Access:

An authorized representative of the Union, upon notification to the designated representative(s) of the Employer, shall be entitled to access the Employer's premises during regular business hours, provided that the Union shall conduct Union business in the employee break areas during employee break or mealtimes. The Union representative shall not interfere with the work of the employees, or with members of the public who are on the Employer's premises.

5.2 Stewards:

The Union shall notify the Employer in writing of employees designated as union steward(s) and shall further notify the Employer in writing of any changes in such designation.

5.3 Bulletin Board:

The Union shall have access to a reasonable amount of space on the employee bulletin board for posting union notices. Such notices shall not contain any derogatory or defamatory statements regarding the city of Libby, city officials or other employees.

5.4 Meeting Room:

The Union shall be allowed to use a meeting room in City Hall to conduct regular monthly meetings. Meetings must be scheduled through the Clerk's office and scheduling is subject to availability.

5.5 Discipline and Discharge:

Non-probationary employees shall be disciplined and discharged only with just cause.

5.6 Personnel Files:

An employee may view his/her personnel file in the Employer offices at reasonable times and may obtain one copy of any such material at no cost to the employee. The Employer will provide a copy of any unsigned disciplinary action to the Local Union President by return receipt mail.

Article 6. Non-Discrimination

The Employer recognizes the rights of employees to engage in protected activities under the Montana Public Employees Collective Bargaining Act (Title 39 Chapter 31) the exclusive remedy for any violation of the Act is provided in the statute.

Article 7. Bargaining Unit Work

Supervisors and non-bargaining unit employees may perform bargaining unit work without violating this Agreement, provided it does not result in the direct and immediate layoff or reduction of hours of a bargaining unit employee.

Article 8. Workday/Week

8.1 Work Week:

The workweek shall be defined as Sunday at 12:00am through Saturday at 11:59pm.

8.2 Break and Meal Periods:

All employees shall be entitled to a 15-minute rest period during the first half of the shift and a 15-minute rest period during the second half of the shift, with a lunch period of not less than 30 minutes scheduled as near to the middle of the daily shift as possible, unless the Union and Employer mutually agree otherwise for specific departments. Supervisors shall designate the times and location for such lunch and rest breaks.

Article 9. Seniority, Layoff & Recall

9.1 Seniority Defined:

For the purposes of this Agreement, seniority shall mean the length of an employee's continuous, uninterrupted employment with the Employer since the employee's last date of hire.

9.2 Termination of Seniority:

Seniority shall terminate, and with it the employment of the employee by the Employer, if any of the following occur:

- A. The employee voluntarily terminates or separates from employment
- B. The employee is terminated by the Employer, subject to the provisions of the Grievance/Arbitration procedure, if applicable;
- C. The employee is absent without notifying the Employer, unless later excused by the Employer;
- D. A continuous layoff extends beyond 12 months;
- E. The employee on layoff fails to respond to a recall notice within five (5) working days after being notified to report by certified mail, sent to the last residence address of the employee according to the Employer's records;
- F. The employee is off work due to illness or non-job-related injury in excess of 12 months following the exhaustion of all paid leave time;
- G. The employee is off work due to an on-the-job illness or injury in excess of 18 months;
- H. The employee obtains a leave of absence for false reasons or fails to report to work on his/her first scheduled workday following a leave of absence.

An employee who is away from work on a non-pay status shall not accrue seniority or benefits unless required by law.

9.3 Seniority Lists:

The Employer shall maintain a seniority list for all employees. Copies of such list shall be available to the Union upon request.

9.4 Layoff:

Layoffs shall be by department. Employees shall be laid off in the reverse order of seniority (the City will first look to seasonal employees, then probationary employees, and next regular employees), provided the remaining employees have the present skill and ability to perform the available work. Employees scheduled to be released shall be given 10 working days' notice in writing. Seasonal employees shall not be hired for the purpose of replacing bargaining unit employees.

9.5 Bumping Rights:

An employee subject to layoff may, by written notification to the Employer within 10 working days of receipt of notice of pending layoff, bump the least senior employee in the bargaining unit when the employee subject to layoff is more senior and can demonstrate to the City's satisfaction that he/she can perform the requirements of the position.

9.6 Recall:

Recall to employment shall likewise be in order of seniority within the department and the last employee released shall be the first recalled to work when the Employer needs additional employees. The Employer shall notify employees to return to work by certified mail to the employee's last known address, with a copy to the Union. In the event an individual was laid off from a full-time position, he/she may decline recall to a part-time position without being deemed to have resigned or losing his/her rights to recall.

Article 10. Vacancies and Job Openings

Job openings or vacancies occurring in the bargaining unit will be posted in each department for at least five working days. The posting shall contain the following information:

- A. Job Title;
- B. Position Description;
- C. Wage Rate;
- D. Work Schedule;
- E. Starting Date; and
- F. Deadline for Application.

When a position within the bargaining unit becomes vacant, the employer will fill such position based on the following criteria,

- A. Skills and abilities necessary to perform the duties of the position; and
- B. Performance evaluations.

When the City determines the above criteria are equal among the applicants for a position, seniority shall be the determining factor in the award of the position. During the first 60 calendar days on the new job, the employee may return to the former position, or the employer may require that the employee so return.

Article 11. Education and Training

11.1 Course Work:

An employee wishing to take courses related to his or her work may apply to the Employer for cost reimbursement for such training. Reimbursement shall be in accordance with City policy as it exists at the time each request is made.

11.2 Commercial Driver's License:

The Employer shall reimburse employees required to maintain a CDL for employment purposes for the cost of said CDL and for required physical examinations.

11.3 Water/Sewer/Distribution Certification:

Employees hired into a position that has a State Certification attached after 2 July 2023 will have three years and three chances paid for by the city to become certified. After three failed opportunities the employee must pay for any additional testing and training, including time off, travel, and per diem, to become certified and the employee must also take the examination at least annually and receive a higher score than the previous test to remain qualified for the position. Failure to comply will result in termination. The following positions contain certification requirements.

- A. Water Treatment Plant Lead Operator;
- B. Water Treatment Plant Operator (2);
- C. Water Distribution Operator (2);
- D. Wastewater Treatment Plant Lead Operator; and
- E. Wastewater Treatment Plant Operator (2).

As of 2 July 2023, any employee who has previously failed certification examinations will receive two additional years and two additional chances to become certified.

Article 12. Grievance and Arbitration Procedure

12.1 Grievance Defined:

Any employee or group of employees who has/have successfully completed the probationary period and is/are covered by this Agreement shall have the right to grieve actions as set forth below and shall be known as a grievant.

A grievance shall be any dispute or complaint concerning the interpretation, application, or compliance with this Agreement, or whether the discipline or discharge of an employee who has successfully completed all probationary periods was for just cause.

A formal grievance must be submitted in writing setting forth the incident(s) which is/are the basis for the grievance, the date(s) on which the event(s) occurred giving rise to the grievance, the portion(s) of this Agreement allegedly violated, and the requested remedy.

No employee shall be required to meet with any Employer representative at any step of a grievance without union representation.

The grievant, Union representative, and other employees whose attendance is required will be paid for meeting time that occurs during an employee's scheduled work time.

12.2 Discharge:

A grievance challenging a discharge from employment of a grievant shall be initiated at Step 2. An employee who has not successfully completed his/her probationary period may be discharged by the Employer without the individual having recourse to this grievance procedure.

12.3 Time Limits:

The time limits specified in the Agreement may be extended by mutual agreement in writing between the Employer and the grievant or Union. Reference to days regarding time periods in the grievance procedure shall refer to business days Monday through Friday, excluding holidays.

Any grievance not presented within the time limits specified in this Article and any grievance not appealed from one step to another within the time limits specified shall be considered settled on the basis of the Employer's last answer. In the event the Employer fails to answer a grievance within the time limits specified, the grievance shall be considered denied as of the last day on which the Employer's response was due. The grievance shall then go to the next level of the grievance procedure, provided the grievant shall observe the procedure necessary to preserve the grievance at the next level.

12.4 Grievance Process:

A grievance shall be handled in the following manner.

- Step 1** The grievant and/or Union is encouraged to discuss the grievance with the grievant's immediate supervisor in an effort to informally resolve the matter.
- Step 2** In the event the grievant and the immediate supervisor are unable to resolve the matter, the grievant shall reduce the grievance to writing and present it to the City Administrator within 10 days following the occurrence of the event giving rise to the grievance. The City Administrator shall respond in writing within 10 days after the presentation of the grievance.
- Step 3** If the grievant is not satisfied with the resolution proposed at Step 2, the grievant has 10 days from the date of the response at Step 2 to submit the grievance to the mayor. The mayor shall respond in writing within 10 days following the presentation of the grievance at this Step.
- Step 4** In the event the grievant is not satisfied with the decision of the mayor, the grievant may file a notice of intent to arbitrate with the city within 10 days following the issuance of the mayor's decision.

Step 5 The grievant, or Union, shall within 10 days after delivery of the notice of intent to arbitrate, request a list of seven names of arbitrators from the Montana Board of Personnel Appeals who are also panelists with the American Association of Arbitrators or members of the National Academy of Arbitrators. The parties shall then select an arbitrator by striking names from the list in alternate order, with the grievant or Union striking first.

The grievance shall be heard by a single arbitrator. The Employer and the grievant may be represented by third parties on their behalf, and either side shall have the right to submit evidence, offer testimony, present witnesses, and oral or written arguments relating to the issues before the arbitrator.

The decision of the arbitrator shall be rendered within 30 days following the closing of the hearing or after submission of post-hearing briefs, whichever is later, and shall be final and binding on the parties.

Each party shall bear its own expenses in connection with the arbitration, including witness expenses related to the parties, their representatives, any witnesses, and other expenses which a party incurs in connection with its case. The party requesting an official transcript shall pay all costs associated therewith unless the request is mutual, in which case the cost shall be shared equally by the Employer and the Union. The Employer and the Union shall share equally the fees and expenses of the arbitrator and any other expense which the parties mutually agree are necessary for the conduct of the arbitration.

The arbitrator shall have jurisdiction over grievances properly brought before him or her pursuant to the terms of this Agreement. The arbitrator shall not have authority to add to, subtract from, or alter the terms of this Agreement, nor shall the arbitrator have jurisdiction over any grievance that has not been processed in compliance with the procedures set forth in this Article.

Article 13. Leaves

13.1 Annual Leave:

A. As provided in 2-18-611 and 612 M.C.A., employees shall accrue vacation leave credits from the beginning of employment, whether such employment time is continuous or not, and shall be entitled to take such vacation leave with pay after six (6) months of continuous employment. Regular part-time and seasonal employees shall accrue prorated vacation leave benefits.

Full-time employees shall accrue vacation leave benefits based on seniority as follows:

- 1) From one full pay period through ten years of employment, one hundred twenty (120) working hours each year;
- 2) From ten years through fifteen years of employment, one hundred and forty-four (144) working hours each year;
- 3) From fifteen years through twenty years of employment, one hundred sixty-eight (168) working hours each year;
- 4) More than twenty years of employment, one hundred ninety-two (192) working hours each year.

- B. Vacations shall be scheduled keeping in mind the best interests of the Employer, provided that not more than one employee may be on vacation from a department between June 1 and September 30 unless approved by the Employer as the result of workload needs.
- C. Vacation requests should be submitted in writing to the City Administrator. Vacation between June 1 and September 30 will be awarded on the basis of seniority. Vacation requests after March 31 and requests for time before June 1 and after September 30 will be awarded on a first come, first serve basis. Notwithstanding the foregoing, requests for an entire workweek of vacation take precedence over requests for shorter vacations.
- D. Annual leave may be accumulated to a total not to exceed two times the number of hours earned annually as of the end of the first pay period of the next calendar year. Excess leave is not forfeited if taken within 90 calendar days from the last day of the calendar year in which the excess leave was accrued. If an employee makes a reasonable written request to use excess leave time before such leave must be forfeited and the Employer denies the request, excess leave is not forfeited, and the Employer shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.
- E. Upon termination of employment, an employee shall be compensated for unused annual leave earned through the last day of employment. Paid annual leave hours used at the time of termination that exceed annual leave accrued may be withheld from the employee's final paycheck. In the event of the death of an employee, termination annual leave shall be paid to the employee's estate.
- F. An employee who transfers between departments of the same Employer shall not be compensated for accrued unused annual leave but rather such leave shall transfer with the employee.

13.2 Sick Leave:

- A. An employee who becomes ill or is injured will be paid for all days lost to the extent of his or her accrued sick leave. Sick leave may be taken in a minimum of 15-minute increments. The Employer may require an employee to furnish medical certification before approving sick leave of five or more consecutive workdays or in cases where the Employer suspects possible abuse of sick leave.
- B. Employees are eligible to earn sick leave credits from the commencement of employment. However, an employee is not entitled to take paid sick leave until the completion of ninety (90) days of continuous employment since his or her date of hire. Sick leave credits shall be credited at the end of each pay period at the rate of ninety-six (96) hours per year for full-time employees. Regular part-time and seasonal employees earn prorated sick leave credits. There shall be no limitation on the amount of sick leave accumulation and deducted from the employee's entitlement from the fiscal year in which the leave is taken.
- C. An employee who becomes ill or is injured shall be paid for all hours lost to the extent of his/her accrued sick leave. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave or to leave without pay at the employee's option. Sick leave charges shall be recorded in increments of 15 minutes.
- D. Each employee shall notify the Employer of illness or inability to report for work in accordance with the Employer's policies and procedures.
- E. If an employee becomes ill during his or her vacation, the employee may take sick leave for the duration of his or her illness, provided the employee furnish satisfactory verification of said illness/injury.

- F. Upon termination of employment, an employee shall receive a lump sum payment equal to one-quarter of the employee's unused sick leave unless the employee is not entitled thereto as determined by the Employer under Section G below. The lump sum payment will not be made if the employee's termination is for the purpose of accepting other employment with the Employer. An employee who receives a lump sum payment following termination of employment and is later employed by the Employer shall not be credited with any sick leave earned during the previous period of employment. In the event of the death of an employee, termination sick leave shall be paid to the employee's designated beneficiary.
- G. Fraudulent or abusive use of sick leave may result in loss of sick leave pay and may constitute grounds for discharge and forfeiture of the lump sum payment (see section F) otherwise due upon termination of employment.

13.3 Sick Leave Donation:

Employees may each donate up to fifty percent (50%) of the employee's accrued sick leave in excess of forty (40) hours to an employee whose sick leave is exhausted but who would otherwise be eligible for sick leave. No benefiting employee shall receive more than 120 hours of donated sick leave during any twelve (12) month period without prior approval of the City Council. All donations of sick leave shall be arranged by donating employees through the City Clerk/Treasurer prior to a benefiting employee using donated sick leave.

13.4 Maternity Leave:

A pregnant employee shall be granted maternity leave of absence without pay. An employee shall make use of accrued sick leave time with pay in conjunction with maternity leave. The leave shall normally be taken by the employee beginning at a time when, for medical reason, the employee's licensed physician determines that the employee should work no longer. The employee agrees to notify the Employer not later than the fourth month of pregnancy of her condition, and at that time to furnish the Employer with a written statement from her physician stating that continued active employment is or is not medically approved. The employee shall notify the Employer of any change in the physician's position concerning her continued active employment. Notice from the employee's physician may be obtained during the regular course of physical examinations relating to the pregnancy. The employee shall endeavor to notify the Employer of the commencement date of her maternity leave at least one month prior thereto in order that the Employer may make prior arrangements for assuring continued performance of the employee's duties. The employee must return to work within the period of time recommended by her physician, unless the employee and the Employer mutually agree otherwise. Accrual of benefits and seniority while on maternity leave and reinstatement following return from maternity leave shall be governed by applicable law.

13.5 Military Leave:

An employee who is a member of the organized militia of this State or who is a member of the organized or unorganized reserve corps of military forces of the United States and who has been an employee for a period of 6 months shall be given leave of absence with pay for a period of time not to exceed 120 hours in a calendar year for attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. This leave may not be charged against the employee's annual vacation time and time spent on such leave shall not count as time worked for probationary purposes.

An employee who returns from annual military training shall be reinstated to his/her previous position following return from leave. An employee called to active duty shall be reinstated according to applicable law following his or her return to work.

13.6 Leave Without Pay:

Employees may be granted a leave of absence without pay or accrual of benefits subject to the prior written approval of the Employer. Except in cases of emergency, a request for leave shall be made in writing not less than thirty (30) days prior to the beginning date, and shall state the reason for the request, as well as the beginning and ending dates of the proposed leave. An employee on leave without pay shall not engage in other employment without the written approval of the Employer. Seniority and its accompanying benefits shall continue to accrue during leaves of absence not exceeding 15 days.

13.7 Bereavement Leave:

Employees will be granted 3 days of paid sick leave for bereavement and funeral attendance following the death of a member of the employee's immediate family as defined in Article 2, section 4 for each family member. Additional leave may be used and charged first against accrued and available annual leave, then sick leave, as approved by the Employer on a case-by-case basis.

13.8 Jury Duty:

An employee who is summoned as a juror or subpoenaed to serve as a witness shall collect the fees and allowances and fees provided by applicable state law. Paid jury duty time pursuant to the provisions of this Article shall count as hours worked, up to 8 hours per day, for the purposes of computing overtime.

13.9 Union Leave:

The Employer may grant a leave of absence without pay when requested by an employee who is an officer or official representative of the Union. The Union agrees to keep the Employer notified of those employees who are officers or official representatives. The request for leave must be in writing and submitted to the Employer at least 10 days prior to the beginning of the requested leave. This leave is subject to the work needs of the Employer. The employee may use accrued annual leave time in order to receive pay while on leave.

Article 14. Holidays

14.1 Employees shall be granted the following holidays without loss of pay:

- New Year's Day
- Martin Luther King Jr., Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- State General Election Day

14.2 The following applies to employees:

- A. If any of the above holidays falls on a Sunday, the Monday following will be observed as the holiday. If any of the above holidays falls on a Saturday, the Friday preceding shall be observed as the holiday.
- B. An employee who is scheduled for a day off on a day which is observed as a legal holiday shall be entitled to receive an alternate day off, either on the day preceding or the day following the holiday, or another day scheduled by the employee and Employer.
- C. If a holiday falls during an employee's regularly scheduled vacation, the holiday will not be charged against the employee's accrued vacation time.
- D. All time worked on a holiday will be paid at one and one-half (1 ½) times the regular hourly straight time rate of pay, plus holiday pay. Employees scheduled to work on a holiday will not receive an alternate day off.

14.3 Holiday pay for full-time employees will be paid at the employee's regular hourly rate of pay. The number of hours of holiday leave shall be the same as the regularly assigned shift – i.e., if an employee is regularly assigned to ten (10) hour shifts, they will receive ten (10) hours of accrued holiday pay for each holiday.

14.4 Holiday pay will be pro-rated for part-time employees.

Article 15. Wages and Compensation

15.1 Wages:

Each employee will advance one step annually, one step reflects a 1% increase in annual pay within the wage matrix Exhibit A, steps are a reflection of time in service. Wage increases will be reflected in Exhibit A. On June 29, 2025, the wage matrix will increase by 1.5%. On June 28, 2026, the wage matrix will increase by 1.5%.

15.2 Overtime Time:

All hours worked in excess of 40 hours in any workweek shall be compensated at the rate of 1 ½ times the employees' regular hourly rate of pay. Overtime will be paid in the following increments:

0 -15 minutes = 0 minutes overtime
16 - 30 minutes = 30 minutes overtime
31 - 45 minutes = 45 minutes overtime
Over 45 minutes = actual working time

All compensable hours shall count as hours worked for the purpose of computing overtime. No overtime shall be worked without the prior approval of the employee's immediate supervisor, or unless an emergency exists. A maximum of 40 hours may be accumulated and used as comp time. Employees shall accrue one and one-half hour of comp time for each hour of overtime worked. Overtime must be approved by management prior to being worked, and scheduling comp time off is subject to the Employer's prior approval.

15.3 Higher Classification Pay:

An employee temporarily assigned by the city to work at a higher-grade_vacated position, within or outside the bargaining unit, shall be paid at the range applicable to that classification until the

position is permanently filled. The provisions of this subparagraph are not subject to the grievance procedure.

15.4. Payroll Adjustments:

Corrections or adjustments in pay attributable to an error by the City will be corrected immediately upon bringing the error to the attention of the City Clerk/Treasurer. Other errors will be corrected in the paycheck next following when the error was brought to the attention of the City Clerk/Treasurer.

15.5 Call Out Time:

Employees called out to work at a time outside their regularly scheduled shift will be paid a minimum of two (2) hours at their applicable rate of pay. Employees shall not be required to perform duties not related to the reason for the call out.

15.6 Travel Reimbursement:

Travel in a personal vehicle on official city business will be reimbursed in accordance with the policy of the State of Montana for mileage, meals, and lodging. Appropriate receipts must be furnished upon request by the Employer. Use of a personal vehicle will be pursuant to city policy.

15.7 Volunteer Emergency Services:

Employees who participate in organized volunteer community emergency service programs (e.g., fire department, ambulance, search and rescue, veteran's organizations) shall be allowed to participate in such activities, when necessary, without loss of pay, provided that the City's responsibility for compensation will be limited to a maximum of eight hours of scheduled work per event, unless mutually agreed otherwise.

15.8 Cemetery Duty:

Employees are responsible for opening and closing graves, repairing damage caused by those activities, and maintaining the cemetery grounds in a manner akin to other city properties.

15.9 Clothing Allowance:

A clothing allowance of \$150.00 per fiscal year shall be paid to each full-time bargaining unit employee (excluding office or administrative personnel) of the street, sewer, water, parks and cemetery departments for the purchase of work boots and clothing. Employees who are eligible to receive this benefit shall be paid \$150.00 on the first pay period of the new fiscal year. This allowance is treated as a taxable event and is subject to income, social security and Medicare taxes.

15.10 Certification Compensation:

Employees who receive the first applicable operator's certificate for the job he/she occupies shall receive one increase in grade (Exhibit A) beginning the pay period immediately following receipt of the certificate. This benefit is limited to one per employee. Employees who lose the applicable operator's certificate for the job he/she occupies shall receive one decrease in grade (Exhibit A) accompanied by a written reprimand beginning the pay period immediately following loss of the certificate. Grade reinstatement will begin the pay period immediately following re-certification.

Utility Billing Clerks shall be eligible for a one time increase in grade (Exhibit A) from grade 9 to grade 10 upon completion of a 1-Year, probationary period.

15.11 Lead Operator Designation:

A Water or Sewer Department employee designated as "Lead Operator" shall receive a grade increase to be one grade above certified employees (Exhibit A) beginning the pay period immediately following the designation as "Lead Operator." A Lead Operator who is not certified will receive a grade increase to one grade above uncertified employees and will receive a second-grade increase upon becoming certified.

In addition to regular duties the Leads Operator must:

- A. Be responsible for ensuring the Employer cell phone is attended and answered at all times by a department employee;
- B. Be responsible for all budget matters and decision-making in the department to include payroll and operations/maintenance;
- C. Be responsible for responding to or coordinating department employees for after-hour emergencies;
- D. Be responsible for all job site safety including requiring and proper use of all Personal Protective Equipment (PPE);
- E. Be responsible for ensuring the department follows all local, state, and federal laws pertaining to the department to remain certified;
- F. Be responsible for ensuring all required state and federal reports are properly submitted as required for time and accuracy;
- F. Be responsible for documenting onsite safety violations and violations of CBA and Personnel Policies and Procedures Manual and forward the documentation to the City Administrator for action when required; and
- G. Follow additional directions/orders from the City Administrator or Mayor when given.

15.12 Foreman Designation:

A Streets Department Employee designated as "Foreman" shall receive a grade increase to be one grade below the department supervisor (Exhibit A) beginning the pay period immediately following the designation as "Foreman". If no immediate supervisor is over the department, the "Foreman" will receive a grade increase to be one grade above the certified employees within the department. Any foreman who relinquishes the designation, duties, or responsibilities will relinquish any increases received for the designation.

In addition to regular duties the Foreman must:

- A. Respond to the Employer cell phone in the absence of the Street Supervisor;
- B. Be responsible for all budget matters and decision making in the absence of the Street Supervisor;
- C. Be responsible to respond to and coordinate-city employees for after hour emergencies in the absence of the Street Supervisor;
- D. Be responsible for all job site safety including requiring and proper use of all Personal Protective Equipment (PPE);
- E. Be responsible for ensuring all necessary equipment is present at each job site;

- F. Be responsible to document onsite safety violations and violations of CBA and Personnel Policies and Procedures Manual and forward the documentation to the Street Supervisor and City Administrator for action when required; and
- G. Follow additional directions/orders from the Street Supervisor, City Administrator, or Mayor when given.

Article 16. Contracting Out

In the event the Employer considers contracting or sub-contracting work currently performed by bargaining unit members, the Employer agrees to provide pertinent information to the Union and to move such discussions to the Labor/Management Committee.

Article 17. Labor Management Relations

17.1 Labor/Management Committee:

The parties agree to form a joint Labor/Management Committee. The Union shall elect three (3) representatives from the bargaining unit, one of whom shall be designated as the Union Committee chairperson. Three (3) corresponding management representatives shall be appointed by the Employer.

The committee shall meet once every three (3) months at a mutually agreeable date and time within the workweek. Additional meetings may be held by mutual agreement of the parties. Meetings shall be limited to one and one-half hour's duration unless mutually agreed otherwise. Labor/management committee representatives shall suffer no loss of pay for time spent in labor/management committee meetings but shall not be paid for time that is outside of the attendee's scheduled work hours.

Each side will submit its agenda to the other five (5) days in advance, to both parties, which shall contain no more than three (3) items.

A management representative shall serve and preside as chairperson (with full voting privileges). Minutes shall be taken by a representative from the union. The minutes shall include comments on the topics discussed and the committee's disposition of each topic. Copies of the minutes shall be reviewed at the next meeting and jointly signed by the chairperson and the union committee chairperson before they become official.

Any procedures or recommendations agreed to through these meetings will be communicated in writing by the chairperson to the City Council. The union committee chairperson shall review and initial such communication prior to its submission to the Chair of the Council's Personnel Committee.

17.2 Committee Guidelines:

The UM committee shall operate and function under the following guidelines:

- A. It is recognized that recommendations growing out of these meetings are not binding and any implementation of such recommendations is at the sole discretion of the management of the City of Libby;
- B. No bargaining shall take place, i.e., matters covered shall not contradict, add to, or otherwise modify the terms and conditions of the contract;
- C. No grievances shall be discussed; and

- D. The UM Committee may conduct compensation surveys provided it shall only consider the three next smaller and/or larger cities.

Article 18. Health, Safety and Welfare

18.1 Health Insurance:

Health/Dental Insurance: Beginning June 29, 2025, the Employer will pay \$926.00 per month toward the monthly premium for each employee (including dependents) electing health/dental insurance coverage. Eligibility for coverage will be determined by the carrier pursuant to the terms of the policy. In the event the cost of monthly premiums increases during the term of this agreement, the employer shall cover the cost of the increase up to a maximum of an additional \$45.00 per month. In the event the cost of monthly premiums increases, thereafter the employer shall cover one-half of the cost of the increase up to a maximum of an additional \$45.00 per month. Vision Insurance: Beginning June 29, 2025, the Employer will pay \$8.60 per month toward the monthly premium for each employee (including dependents) electing vision insurance coverage.

Employees who have acquired qualified health insurance coverage from an alternate source will be eligible for a "Cash-in-Lieu" of benefit for health insurance. To be eligible the employee must be covered under other health care plans that are accepted by the Montana Municipal Interlocal Authority (MMIA) and must be verified each year to comply as acceptable coverage. The amount set to be received by the employee will be two-thirds of the eligible benefit amount allocated by the employer for health insurance coverage provided by the employer.

18.2 Insurance Committee:

An insurance committee will be formed and maintained that will consist of an equal number of employees (including non-bargaining unit) and employer's representatives. Its purpose is to consider the health insurance benefits available to City employees, including carrier, benefit levels, premiums, etc. The committee may only make recommendations to the City Council and has no authority to make decisions. The mayor or president of the City Council may pre-approve an amount of paid work time that one employee/member may spend on insurance matters.

18.3 Safety Committee:

- A. All required safety equipment shall be provided at no cost to the employees.
- B. The Employer shall comply with the provisions of the Montana Safety Culture Act, and will establish a committee with participation by union members to monitor working conditions, equipment safety and to encourage the free flow of safety information and practices between the Employer and the employees.

18.4 Worker's Compensation Insurance:

The Employer shall carry industrial accident insurance on all employees. Employees must report all personal injuries received in the course of employment in accordance with Employer policy.

Article 19. No Strike - No Lockout

During the term of this Agreement, employees shall not engage in any work stoppage or slowdown and the Employer shall not lock out its employees. Employees may be required to cross picket lines to perform critical services.

Article 20. Savings

In the event that any portion of this Agreement is invalidated by the passage of legislation or the final decision of a court of competent jurisdiction, such invalidation shall apply only to those portions invalidated, and all remaining portions of this Agreement shall remain in full force and effect. The Union and Employer agree to commence negotiations following the act of invalidation in an effort to correct the affected portions of the Agreement.

Article 21. Duration of Agreement

This Agreement, including all Addenda, shall become effective as set forth in the Preamble and shall continue in full force and effect until June 26, 2027. It shall automatically renew from year to year thereafter unless either party notifies the other in writing, at least 60 days prior to the expiration date or any subsequent anniversary date that it desires to open the Agreement for modifications. If such notification is not given, the Agreement shall be considered as renewed for a one-year period.

Article 22. Execution

For the City of Libby:

Peggy Williams, Mayor

Melissa Berke, City Council

Brian Zimmerman, City Council

Gail Burger, City Council

Kristin Smith, City Council

Hugh Taylor, City Council

Ethan Kolp, City Council

For AFSCME Council 9 Local 3034:

Jeff Best, President

Vice President

Secretary

Treasurer

Timm Twardoski, ASCFME Montana Council 9

Exhibit "A"

City of Libby Salary Matrix per Union Contract
Payroll - Hourly Pay Table with Steps (each year at 1% = one step)

1.5% Increase

FY-26 29 June 2025 - 27 June 2026

Page 1 of 2

Entry	Pay	Entry	Annual	Step 1	Annual	Step 2	Annual	Step 3	Annual	Step 4	Annual	Step 5	Annual	Step 6	Annual	Step 7	Annual
FY-24	Grade	FY-25	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
19.7781	10	20.0748	41,755.58	20.2756	42,173.25	20.4784	42,595.07	20.6832	43,021.02	20.8901	43,451.41	21.0991	43,886.13	21.3101	44,325.01	21.5233	44,768.46
21.4689	11	21.7910	45,335.28	22.0090	45,778.72	22.2291	46,236.53	22.4514	46,698.99	22.6760	47,166.08	22.9028	47,637.82	23.1319	48,114.35	23.3633	48,595.66
23.1821	12	23.5299	48,942.19	23.7652	49,431.62	24.0029	49,926.03	24.2429	50,425.29	24.4854	50,929.63	24.7303	51,439.02	24.9777	51,953.62	25.2275	52,473.20
24.8852	13	25.2585	52,557.68	25.5111	53,063.09	25.7663	53,593.90	26.0240	54,129.64	26.2843	54,671.34	26.5472	55,218.18	26.8127	55,770.42	27.0809	56,328.27
26.6404	14	27.0401	56,243.41	27.3106	56,806.05	27.5838	57,374.30	27.8596	57,948.05	28.1383	58,527.66	28.4197	59,112.98	28.7039	59,704.11	28.9910	60,301.28

Pay	Step 8	Annual	Step 9	Annual	Step 10	Annual	Step 11	Annual	Step 12	Annual	Step 13	Annual	Step 14	Annual	Step 15	Annual
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
10	21.7386	45,216.29	21.9560	45,668.48	22.1786	46,125.25	22.3974	46,586.59	22.6214	47,052.51	22.8477	47,523.22	23.0762	47,998.50	23.3070	48,478.56
11	23.5970	49,081.76	23.8330	49,572.64	24.0714	50,068.51	24.3122	50,569.38	24.5554	51,075.23	24.8010	51,586.08	25.0491	52,102.12	25.2996	52,623.17
12	25.4798	52,997.98	25.7346	53,527.97	25.9920	54,063.36	26.2520	54,604.16	26.5146	55,150.57	26.7798	55,701.98	27.0476	56,259.01	27.3181	56,821.65
13	27.3518	56,891.74	27.6254	57,460.83	27.9017	58,035.54	28.1808	58,616.06	28.4627	59,202.42	28.7474	59,794.59	29.0349	60,392.59	29.3253	60,996.62
14	29.2810	60,904.48	29.5739	61,513.71	29.8697	62,128.98	30.1684	62,750.27	30.4701	63,377.81	30.7749	64,011.79	31.0827	64,652.02	31.3936	65,298.69

Pay	Step 16	Annual	Step 17	Annual	Step 18	Annual	Step 19	Annual	Step 20	Annual	Step 21	Annual	Step 22	Annual	Step 23	Annual
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
10	23.5401	48,963.41	23.7756	49,453.25	24.0134	49,947.87	24.2536	50,447.49	24.4962	50,952.10	24.7412	51,461.70	24.9887	51,976.50	25.2386	52,496.29
11	25.5526	53,149.41	25.8082	53,681.06	26.0663	54,217.90	26.3270	54,760.16	26.5903	55,307.82	26.8563	55,861.10	27.1249	56,419.79	27.3962	56,984.10
12	27.5913	57,389.90	27.8673	57,963.98	28.1460	58,543.68	28.4275	59,129.20	28.7118	59,720.54	28.9990	60,317.92	29.2890	60,921.12	29.5819	61,530.35
13	29.6186	61,606.69	29.9148	62,222.78	30.2140	62,845.12	30.5162	63,473.70	30.8214	64,108.51	31.1297	64,749.78	31.4410	65,397.28	31.7555	66,051.44
14	31.7076	65,951.81	32.0247	66,611.38	32.3450	67,277.60	32.6685	67,950.48	32.9952	68,630.02	33.3252	69,316.42	33.6585	70,009.68	33.9951	70,709.81

Pay	Step 24	Annual	Step 25	Annual	Step 26	Annual	Step 27	Annual	Step 28	Annual	Step 29	Annual	Step 30	Annual	Step 31	Annual
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
10	25.4910	53,021.28	25.7460	53,551.68	26.0035	54,087.28	26.2636	54,628.29	26.5263	55,174.70	26.7916	55,726.53	27.0596	56,283.97	27.3302	56,846.82
11	27.6702	57,554.02	27.9470	58,129.76	28.2265	58,711.12	28.5088	59,298.30	28.7939	59,891.31	29.0819	60,490.35	29.3728	61,095.42	29.6666	61,706.53
12	29.8778	62,145.82	30.1766	62,767.33	30.4784	63,395.07	30.7832	64,029.06	31.0911	64,669.49	31.4021	65,316.37	31.7162	65,969.70	32.0334	66,629.47
13	32.0731	66,712.05	32.3939	67,379.31	32.7179	68,053.23	33.0451	68,733.81	33.3756	69,421.25	33.7094	70,115.55	34.0465	70,816.72	34.3870	71,524.96
14	34.3351	71,417.01	34.6785	72,131.28	35.0253	72,852.62	35.3756	73,581.25	35.7294	74,317.15	36.0867	75,060.34	36.4476	75,811.01	36.8121	76,569.17

Pay	Step 32	Annual	Step 33	Annual	Step 34	Annual	Step 35	Annual	Step 36	Annual	Step 37	Annual	Step 38	Annual	Step 39	Annual
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
10	27.6036	57,415.49	27.8797	57,989.78	28.1585	58,569.68	28.4401	59,155.41	28.7246	59,747.17	29.0119	60,344.75	29.3021	60,948.37	29.5952	61,558.02
11	29.9633	62,323.66	30.2630	62,947.04	30.5657	63,576.66	30.8714	64,212.51	31.1802	64,854.82	31.4921	65,503.57	31.8071	66,158.77	32.1252	66,820.42
12	32.3538	67,295.90	32.6774	67,968.99	33.0042	68,648.74	33.3343	69,335.34	33.6677	70,028.82	34.0044	70,729.15	34.3445	71,436.56	34.6880	72,151.04
13	34.7309	72,240.27	35.0783	72,962.86	35.4291	73,692.53	35.7834	74,429.47	36.1433	75,173.90	36.5028	75,925.82	36.8679	76,685.23	37.3366	77,452.13
14	37.1803	77,335.02	37.5522	78,108.58	37.9278	78,889.82	38.3071	79,678.77	38.6902	80,475.82	39.0772	81,280.58	39.4680	82,093.44	39.8627	82,914.42

Pay	Step 40	Annual	Step 41	Annual	Step 42	Annual	Step 43	Annual	Step 44	Annual	Step 45	Annual	Step 46	Annual	Step 47	Annual
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
10	29.8812	62,173.70	30.1902	62,795.62	30.4922	63,423.78	30.7972	64,058.18	31.1052	64,698.82	31.4163	65,345.90	31.7305	65,999.44	32.0479	66,659.63
11	32.4465	67,488.72	32.7710	68,163.68	33.0988	68,845.50	33.4298	69,533.38	33.7641	70,229.33	34.1018	70,931.74	34.4429	71,641.23	34.7874	72,357.79
12	35.0349	72,872.59	35.3853	73,601.42	35.7392	74,337.54	36.0966	75,080.93	36.4576	75,831.81	36.8222	76,590.18	37.1905	77,356.24	37.5625	78,130.00
13	37.6090	78,226.72	37.9851	79,009.01	38.3650	79,799.20	38.7487	80,597.30	39.1362	81,403.30	39.5276	82,217.41	39.9229	83,039.63	40.3222	83,870.18
14	40.2614	83,745.71	40.6641	84,581.33	41.0708	85,427.26	41.4816	86,281.73	41.8965	87,144.72	42.3155	88,016.24	42.7387	88,896.50	43.1661	89,785.49

City of Libby Salary Matrix per Union Contract
Payroll - Hourly Pay Table with Steps (each year at 1% - one step)

1.5% Increase

FY-27 28 June 2026 - 26 June 2027

Page 1 of 2

Entry	Pay	Entry	Annual	Step 1	Annual	Step 2	Annual	Step 3	Annual	Step 4	Annual	Step 5	Annual	Step 6	Annual	Step 7	Annual
FY-24	Grade	FY-25	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
20.0748	10	20.3760	42,382.08	20.5798	42,805.98	20.7856	43,234.05	20.9935	43,666.39	21.2034	44,103.07	21.4155	44,544.24	21.6297	44,989.78	21.8460	45,439.68
21.7910	11	22.1179	46,005.23	22.3391	46,465.33	22.5625	46,930.00	22.7881	47,399.30	23.0161	47,873.49	23.2463	48,352.30	23.4788	48,835.90	23.7136	49,324.29
23.5299	12	23.8829	49,676.43	24.1218	50,173.34	24.3631	50,675.25	24.6067	51,182.00	24.8528	51,693.82	25.1014	52,210.91	25.3525	52,733.20	25.6061	53,260.69
25.2585	13	25.6374	53,325.79	25.8938	53,859.10	26.1528	54,397.82	26.4143	54,941.80	26.6785	55,491.28	26.9453	56,046.22	27.2148	56,606.78	27.4870	57,172.96
27.0401	14	27.4458	57,087.26	27.7203	57,658.22	27.9976	58,235.01	28.2776	58,817.36	28.5604	59,405.63	28.8461	59,999.89	29.1346	60,599.97	29.4260	61,206.08

Pay	Step 8	Annual	Step 9	Annual	Step 10	Annual	Step 11	Annual	Step 12	Annual	Step 13	Annual	Step 14	Annual	Step 15	Annual
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
10	22.0645	45,894.16	22.2852	46,353.22	22.5081	46,816.85	22.7332	47,285.06	22.9606	47,758.05	23.1903	48,235.82	23.4223	48,718.38	23.6566	49,205.73
11	23.9508	49,817.66	24.1904	50,316.03	24.4324	50,819.39	24.6768	51,327.74	24.9236	51,841.09	25.1729	52,359.63	25.4247	52,883.38	25.6780	53,412.52
12	25.8622	53,793.38	26.1209	54,331.47	26.3822	54,874.98	26.6461	55,423.89	26.9126	55,978.21	27.1818	56,538.14	27.4537	57,103.70	27.7283	57,674.86
13	27.7619	57,744.75	28.0396	58,322.37	28.3200	58,905.60	28.6032	59,494.66	28.8893	60,089.74	29.1782	60,690.66	29.4700	61,297.60	29.7647	61,910.58
14	29.7203	61,818.22	30.0176	62,436.61	30.3178	63,061.02	30.6210	63,691.68	30.9273	64,328.78	31.2366	64,972.13	31.5490	65,621.92	31.8645	66,278.16

Pay	Step 16	Annual	Step 17	Annual	Step 18	Annual	Step 19	Annual	Step 20	Annual	Step 21	Annual	Step 22	Annual	Step 23	Annual
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
10	23.8932	49,697.86	24.1322	50,194.98	24.3736	50,697.09	24.6174	51,204.19	24.8636	51,716.29	25.1123	52,233.58	25.3635	52,756.08	25.6172	53,283.78
11	25.9358	53,946.46	26.1952	54,486.02	26.4572	55,030.98	26.7218	55,581.34	26.9891	56,137.33	27.2590	56,698.72	27.5316	57,265.73	27.8070	57,838.56
12	28.0056	58,251.65	28.2857	58,834.26	28.5686	59,422.69	28.8543	60,016.94	29.1429	60,617.23	29.4344	61,223.55	29.7288	61,835.95	30.0261	62,454.29
13	30.0624	62,529.79	30.3631	63,155.25	30.6668	63,786.94	30.9735	64,424.88	31.2833	65,069.26	31.5962	65,720.10	31.9122	66,377.38	32.2314	67,041.31
14	32.1832	66,941.06	32.5051	67,610.61	32.8302	68,286.82	33.1586	68,969.89	33.4902	69,659.62	33.8252	70,356.42	34.1635	71,060.08	34.5052	71,770.82

Pay	Step 24	Annual	Step 25	Annual	Step 26	Annual	Step 27	Annual	Step 28	Annual	Step 29	Annual	Step 30	Annual	Step 31	Annual
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
10	25.8734	53,816.67	26.1322	54,354.98	26.3936	54,898.69	26.6576	55,447.81	26.9242	56,002.34	27.1935	56,562.48	27.4655	57,128.24	27.7402	57,699.62
11	28.0851	58,417.01	28.3660	59,001.28	28.6497	59,591.38	28.9382	60,187.30	29.2256	60,789.25	29.5179	61,397.23	29.8131	62,011.25	30.1113	62,631.50
12	30.3264	63,078.91	30.6297	63,709.78	30.9360	64,346.88	31.2454	64,990.43	31.5579	65,640.43	31.8735	66,296.88	32.1923	66,959.98	32.5143	67,629.74
13	32.5538	67,711.90	32.8794	68,389.15	33.2082	69,073.06	33.5403	69,765.82	33.8758	70,461.66	34.2146	71,166.37	34.5568	71,878.14	34.9024	72,596.99
14	34.8503	72,488.62	35.1989	73,213.71	35.5509	73,945.87	35.9065	74,685.52	36.2656	75,432.45	36.6283	76,186.86	36.9946	76,948.77	37.3646	77,718.57

Pay	Step 32	Annual	Step 33	Annual	Step 34	Annual	Step 35	Annual	Step 36	Annual	Step 37	Annual	Step 38	Annual	Step 39	Annual
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
10	28.0177	58,276.82	28.2979	58,859.63	28.5809	59,448.27	28.8668	60,042.94	29.1555	60,643.44	29.4471	61,249.97	29.7416	61,862.53	30.0391	62,481.33
11	30.4125	63,258.00	30.7167	63,890.74	31.0239	64,529.71	31.3342	65,175.14	31.6476	65,827.01	31.9641	66,485.33	32.2838	67,150.30	32.6067	67,821.94
12	32.8395	68,306.16	33.1679	68,989.23	33.4996	69,679.17	33.8346	70,375.97	34.1730	71,079.84	34.5148	71,790.78	34.8600	72,508.80	35.2086	73,233.99
13	35.2515	73,323.12	35.6041	74,056.53	35.9602	74,797.22	36.3199	75,545.39	36.6831	76,300.85	37.0500	77,064.00	37.4205	77,834.64	37.7948	78,613.18
14	37.7383	78,495.66	38.1157	79,280.66	38.4969	80,073.55	38.8819	80,874.35	39.2708	81,683.26	39.6636	82,500.29	40.0603	83,325.42	40.4610	84,158.88

Pay	Step 40	Annual	Step 41	Annual	Step 42	Annual	Step 43	Annual	Step 44	Annual	Step 45	Annual	Step 46	Annual	Step 47	Annual
Grade	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
10	30.3395	63,106.16	30.6429	63,737.23	30.9494	64,374.75	31.2589	65,018.51	31.5715	65,668.72	31.8873	66,325.58	32.2062	66,988.90	32.5283	67,658.86
11	32.9328	68,506.22	33.2622	69,185.38	33.5949	69,877.39	33.9309	70,576.27	34.2703	71,282.22	34.6131	71,995.25	34.9593	72,715.34	35.3089	73,442.51
12	35.5607	73,966.26	35.9164	74,706.11	36.2756	75,453.25	36.6384	76,207.87	37.0048	76,969.88	37.3749	77,739.79	37.7487	78,517.30	38.1262	79,302.50
13	38.1728	79,999.42	38.5546	80,793.57	38.9402	80,995.62	39.3297	81,805.78	39.7230	82,623.84	40.1203	83,450.22	40.5216	84,284.93	40.9269	85,127.95
14	40.8657	85,000.66	41.2744	85,850.75	41.6872	86,709.38	42.1041	87,576.53	42.5252	88,452.42	42.9505	89,337.04	43.3801	90,230.61	43.8140	91,133.12

BOYER SYRVEYING
Steven A. Boyer 9750 LS Montana



910 MAIN AVE LIBBY, MONTANA 59923
Phone 293-2084 * 291-0268 (cell)

April 17, 2025

Mayor Peggy Williams
City of Libby
952 E. Spruce
PO Box 1428
Libby, Mt 59923

Dear Mayor Williams,

I hope this message finds you well. I have received your email concerning the end of my term on the City of Libby Police Commission, which is set to expire on April 30, 2025. I am writing to express my interest and desire to serve another term on the Police Commission.

Thank you for considering my application

Sincerely,

Steven A. Boyer, PLS
Montana Registration No. 9750 LS

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CITY OF LIBBY
Statement of Revenue Budget vs Actuals
For the Accounting Period: 3 / 25

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Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
1000 GENERAL						
310000 TAXES						
311010	Real Property Taxes	3,499.31	308,231.10	463,093.00	154,861.90	67 %
312000	Penalty & Interest on Delinquent Taxes	161.19	1,616.40	1,220.00	-396.40	132 %
314140	Local Option Tax	6,921.02	73,040.66	81,500.00	8,459.34	90 %
314150	3% Cannabis Tax	0.00	26,572.71	13,000.00	-13,572.71	204 %
	Account Group Total:	10,581.52	409,460.87	558,813.00	149,352.13	73 %
320000 LICENSES AND PERMITS						
321020	Coin Operated Amusement Licenses	0.00	300.00	300.00	0.00	100 %
322010	Alcoholic Beverage Licenses and Permits	0.00	8,285.00	7,500.00	-785.00	110 %
322020	Business Licenses	1,920.00	27,516.00	30,590.00	3,074.00	90 %
322025	Business Licenses Late Fee/Penalty	0.00	0.00	35.00	35.00	0 %
323010	Building Permits	-322.00	0.00	0.00	0.00	%
323050	Street Opening Permits	0.00	3,140.15	900.00	-2,240.15	349 %
	Account Group Total:	1,598.00	39,241.15	39,325.00	83.85	100 %
330000 INTERGOVERNMENTAL REVENUES						
335110	Live Card Game Table Permit	0.00	300.00	450.00	150.00	67 %
335120	Video Gaming Machine Permits	0.00	20,625.00	21,250.00	625.00	97 %
335230	HB 124 Ent.	164,535.75	493,607.25	658,143.00	164,535.75	75 %
	Account Group Total:	164,535.75	514,532.25	679,843.00	165,310.75	76 %
340000 CHARGES FOR SERVICES						
342010	Law Enforcement Fees	0.00	0.00	500.00	500.00	0 %
343320	Sales of Cemetery Plots	0.00	8,500.00	16,500.00	8,000.00	52 %
343340	Opening & Closing Charges	3,250.00	26,100.00	16,200.00	-9,900.00	161 %
343350	Perpetual Care Niche Wall	0.00	0.00	260.00	260.00	0 %
346040	Camping Facilities Fees	0.00	4,557.75	5,360.00	802.25	85 %
346050	Fireman's Park Dumping Fees	0.00	586.96	775.00	188.04	76 %
	Account Group Total:	3,250.00	39,744.71	39,595.00	-149.71	100 %
350000 FINES AND FORFEITURES						
351030	City Courts	2,523.00	25,088.80	37,500.00	12,411.20	67 %
351031	Vic Witness Surcharge-City	0.00	50.00	475.00	425.00	11 %
	Account Group Total:	2,523.00	25,138.80	37,975.00	12,836.20	66 %
360000 MISCELLANEOUS REVENUE						
361000	Rents/Leases	5,934.55	54,765.31	75,160.00	20,394.69	73 %
361001	LCRFD Firehall Rent Received	0.00	12,000.00	12,000.00	0.00	100 %
362000	Miscellaneous Revenue	126.30	27,474.33	32,020.00	4,545.67	86 %
362003	Tree Trimming	0.00	0.00	1,000.00	1,000.00	0 %
365001	DNRC - Arbor Day Grant	850.00	850.00	850.00	0.00	100 %
	Account Group Total:	6,910.85	95,089.64	121,030.00	25,940.36	79 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	0.00	13,450.76	30,000.00	16,549.24	45 %
	Account Group Total:	0.00	13,450.76	30,000.00	16,549.24	45 %
	Fund Total:	189,399.12	1,136,658.18	1,506,581.00	369,922.82	75 %

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CITY OF LIBBY
Statement of Revenue Budget vs Actuals
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Fund	Account	Received		Received YTD	Estimated Revenue	Revenue	%
		Current Month				To Be Received	Received
2350 Local Government Study Commission							
310000 TAXES							
314130	Local Government Study Commission	173.68	17,871.38	30,000.00	12,128.62	60 %	
	Account Group Total:	173.68	17,871.38	30,000.00	12,128.62	60 %	
	Fund Total:	173.68	17,871.38	30,000.00	12,128.62	60 %	
2386 IP SETTLEMENT							
370000 INVESTMENT EARNINGS							
371010	Investment Earnings	0.00	11,269.84	23,000.00	11,730.16	49 %	
	Account Group Total:	0.00	11,269.84	23,000.00	11,730.16	49 %	
	Fund Total:	0.00	11,269.84	23,000.00	11,730.16	49 %	
2387 LOR Special Grants							
330000 INTERGOVERNMENTAL REVENUES							
337001	Police Special Grants	5,000.00	32,655.90	59,000.00	26,344.10	55 %	
337002	Streets Special Grants	0.00	6,448.00	5,000.00	-1,448.00	129 %	
337003	City Special Grants	0.00	28,160.00	25,000.00	-3,160.00	113 %	
	Account Group Total:	5,000.00	67,263.90	89,000.00	21,736.10	76 %	
	Fund Total:	5,000.00	67,263.90	89,000.00	21,736.10	76 %	
2394 Building Code Enforcement							
320000 LICENSES AND PERMITS							
323010	Building Permits	5,101.00	38,062.00	50,000.00	11,938.00	76 %	
	Account Group Total:	5,101.00	38,062.00	50,000.00	11,938.00	76 %	
	Fund Total:	5,101.00	38,062.00	50,000.00	11,938.00	76 %	
2410 Lighting Maint.							
360000 MISCELLANEOUS REVENUE							
363010	Maintenance Assessments	466.80	48,171.43	70,000.00	21,828.57	69 %	
363040	Penalty & Interest Special Assessments	12.34	155.90	200.00	44.10	78 %	
	Account Group Total:	479.14	48,327.33	70,200.00	21,872.67	69 %	
370000 INVESTMENT EARNINGS							
371010	Investment Earnings	0.00	2,071.73	5,200.00	3,128.27	40 %	
	Account Group Total:	0.00	2,071.73	5,200.00	3,128.27	40 %	
	Fund Total:	479.14	50,399.06	75,400.00	25,000.94	67 %	

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CITY OF LIBBY
Statement of Revenue Budget vs Actuals
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Fund	Account	Received		Estimated Revenue	Revenue	%
		Current Month	Received YTD		To Be Received	Received
2510 Street Maint (Sprinkling)						
360000 MISCELLANEOUS REVENUE						
363010	Maintenance Assessments	1,053.49	108,710.10	160,000.00	51,289.90	68 %
363040	Penalty & Interest Special Assessments	27.87	302.52	400.00	97.48	76 %
	Account Group Total:	1,081.36	109,012.62	160,400.00	51,387.38	68 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	0.00	2,232.59	3,000.00	767.41	74 %
	Account Group Total:	0.00	2,232.59	3,000.00	767.41	74 %
	Fund Total:	1,081.36	111,245.21	163,400.00	52,154.79	68 %
2820 Gas Tax HB 76						
330000 INTERGOVERNMENTAL REVENUES						
335040	Gasoline Tax Apportionment	11,163.94	126,191.39	159,946.00	33,754.61	79 %
	Account Group Total:	11,163.94	126,191.39	159,946.00	33,754.61	79 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	0.00	3,342.34	5,000.00	1,657.66	67 %
	Account Group Total:	0.00	3,342.34	5,000.00	1,657.66	67 %
	Fund Total:	11,163.94	129,533.73	164,946.00	35,412.27	79 %
2821 SB 536/HB 473 BARSSA						
330000 INTERGOVERNMENTAL REVENUES						
334200	SLIPA Grant - HB 355	0.00	0.00	231,304.00	231,304.00	0 %
	Account Group Total:	0.00	0.00	231,304.00	231,304.00	0 %
	Fund Total:	0.00	0.00	231,304.00	231,304.00	0 %
2959 Community Development Fund						
360000 MISCELLANEOUS REVENUE						
362000	Miscellaneous Revenue	75,000.00	75,000.00	0.00	-75,000.00	%
	Account Group Total:	75,000.00	75,000.00	0.00	-75,000.00	%
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	0.00	32,829.90	65,000.00	32,170.10	51 %
373010	Interest on Economic Development	0.00	145.62	375.00	229.38	39 %
373020	Principal on Economic Development	0.00	926.93	2,000.00	1,073.07	46 %
	Account Group Total:	0.00	33,902.45	67,375.00	33,472.55	50 %
	Fund Total:	75,000.00	108,902.45	67,375.00	-41,527.45	162 %

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CITY OF LIBBY
Statement of Revenue Budget vs Actuals
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Fund	Account	Received		Estimated Revenue	Revenue	%
		Current Month	Received YTD		To Be Received	Received
2992 American Recovery Plan Act						
330000 INTERGOVERNMENTAL REVENUES						
331991	American Recovery Plan Act (ARPA)	185,169.25	185,896.75	147,018.00	-38,878.75	126 %
	Account Group Total:	185,169.25	185,896.75	147,018.00	-38,878.75	126 %
	Fund Total:	185,169.25	185,896.75	147,018.00	-38,878.75	126 %
3200 MINERAL AVE. SID PROJECT						
360000 MISCELLANEOUS REVENUE						
363001	Mineral Avenue Special Improvement District	104.50	1,937.60	2,150.00	212.40	90 %
363040	Penalty & Interest Special Assessments	0.00	6.51	50.00	43.49	13 %
	Account Group Total:	104.50	1,944.11	2,200.00	255.89	88 %
	Fund Total:	104.50	1,944.11	2,200.00	255.89	88 %
5210 WATER UTILITY						
330000 INTERGOVERNMENTAL REVENUES						
334006	MCEP - Libby Creek Community	0.00	0.00	460,000.00	460,000.00	0 %
	Account Group Total:	0.00	0.00	460,000.00	460,000.00	0 %
340000 CHARGES FOR SERVICES						
343021	Metered Water Sales	110,485.31	1,411,691.59	1,714,600.00	302,908.41	82 %
343022	Unmetered Water Sales	0.00	400.00	1,200.00	800.00	33 %
343023	Bulk Water Sales	0.00	471.32	300.00	-171.32	157 %
343028	Water Plant Investment Fees (PIF)	0.00	14,063.30	13,200.00	-863.30	107 %
	Account Group Total:	110,485.31	1,426,626.21	1,729,300.00	302,673.79	82 %
360000 MISCELLANEOUS REVENUE						
362000	Miscellaneous Revenue	300.00	3,841.98	3,000.00	-841.98	128 %
363040	Penalty & Interest Special Assessments	0.00	515.75	50.00	-465.75	*** %
	Account Group Total:	300.00	4,357.73	3,050.00	-1,307.73	143 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	0.00	43,637.88	80,000.00	36,362.12	55 %
	Account Group Total:	0.00	43,637.88	80,000.00	36,362.12	55 %
	Fund Total:	110,785.31	1,474,621.82	2,272,350.00	797,728.18	65 %
5211 Water Department CIP						
380000						
383000	Interfund Operating Transfer	28,368.45	28,368.45	0.00	-28,368.45	%
	Account Group Total:	28,368.45	28,368.45	0.00	-28,368.45	%
	Fund Total:	28,368.45	28,368.45	0.00	-28,368.45	%

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CITY OF LIBBY
Statement of Revenue Budget vs Actuals
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Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
5310 SEWER UTILITY						
330000 INTERGOVERNMENTAL REVENUES						
331077	DLA Grant Sewer System Bar Screen	0.00	-10,714.38	0.00	10,714.38	%
334061	MT COAL Waste Water PLC Grant	40,120.61	326,903.08	464,000.00	137,096.92	70 %
334062	DNRC/RRGL Waste Water PLC Grant	0.00	77,687.50	125,000.00	47,312.50	62 %
334063	CDBG Waste Water PLC Grant.	105,033.52	215,705.59	600,000.00	384,294.41	36 %
334064	1st & Montana Lift Station	0.00	0.00	1.00	1.00	0 %
	Account Group Total:	145,154.13	609,581.79	1,189,001.00	579,419.21	51 %
340000 CHARGES FOR SERVICES						
343031	Sewer Service Charges	47,132.90	768,761.88	899,300.00	130,538.12	85 %
343034	Sewer Plant Investment Fees (PIF)	0.00	10,676.00	23,133.00	12,457.00	46 %
343036	Miscellaneous Sewer Revenue	100.00	600.00	1,200.00	600.00	50 %
	Account Group Total:	47,232.90	780,037.88	923,633.00	143,595.12	84 %
360000 MISCELLANEOUS REVENUE						
362000	Miscellaneous Revenue	0.00	300.00	1,200.00	900.00	25 %
363040	Penalty & Interest Special Assessments	0.00	49.70	50.00	0.30	99 %
	Account Group Total:	0.00	349.70	1,250.00	900.30	28 %
370000 INVESTMENT EARNINGS						
371010	Investment Earnings	0.00	12,293.92	20,000.00	7,706.08	61 %
	Account Group Total:	0.00	12,293.92	20,000.00	7,706.08	61 %
	Fund Total:	192,387.03	1,402,263.29	2,133,884.00	731,620.71	66 %
5311 Sewer Department CIP						
380000						
383000	Interfund Operating Transfer	27,315.19	27,315.19	0.00	-27,315.19	%
	Account Group Total:	27,315.19	27,315.19	0.00	-27,315.19	%
	Fund Total:	27,315.19	27,315.19	0.00	-27,315.19	%
7120 FIRE RELIEF AGENCY FUND						
310000 TAXES						
311010	Real Property Taxes	414.39	36,640.12	51,645.00	15,004.88	71 %
	Account Group Total:	414.39	36,640.12	51,645.00	15,004.88	71 %
	Fund Total:	414.39	36,640.12	51,645.00	15,004.88	71 %
	Grand Total:	831,942.36	4,828,255.48	7,008,103.00	2,179,847.52	69 %

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CITY OF LIBBY
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 25

Report ID: B100ZA

1000 GENERAL

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
410200 Executive Servicees(council)	3,994.16	42,646.37	65,034.00	65,034.00	22,387.63	66%
410360 City Court	0.00	0.00	34,347.00	34,347.00	34,347.00	0%
410500 Financial Services	12,089.44	45,132.78	66,408.00	66,408.00	21,275.22	68%
410600 Elections	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
411030 Planning	125.00	2,306.45	10,000.00	10,000.00	7,693.55	23%
411100 Legal Services	4,280.95	43,351.53	56,386.00	56,386.00	13,034.47	77%
411200 Facilities Administration(city hall)	6,270.42	75,739.53	160,652.00	160,652.00	84,912.47	47%
411240 Facilities Improvements-City Hall	0.00	0.00	3,700.00	3,700.00	3,700.00	0%
Account Group Total:	26,759.97	209,176.66	406,527.00	406,527.00	197,350.34	51%
420000 PUBLIC SAFETY						
420100 Law Enforcement Services	36,924.86	437,871.32	595,171.00	595,171.00	157,299.68	74%
420400 Fire Protection & Control	9,513.62	85,275.18	117,579.00	117,579.00	32,303.82	73%
420402 Fire hall roof loan intercap	0.00	0.00	3,500.00	3,500.00	3,500.00	0%
Account Group Total:	46,438.48	523,146.50	716,250.00	716,250.00	193,103.50	73%
430000 Public Works						
430200 Road & Street Services	8,222.24	85,811.31	165,355.00	165,355.00	79,543.69	52%
430262 Sidewalks & Curbs	0.00	6,871.00	25,000.00	25,000.00	18,129.00	27%
430900 Cemetary Services	1,445.67	30,198.60	48,148.00	48,148.00	17,949.40	63%
Account Group Total:	9,667.91	122,880.91	238,503.00	238,503.00	115,622.09	52%
440000 PUBLIC HEALTH						
440600 Animal Control Services	0.00	12,000.00	12,000.00	12,000.00	0.00	100%
Account Group Total:	0.00	12,000.00	12,000.00	12,000.00	0.00	100%
460000 CULTURE AND RECREATION						
460430 Parks	1,695.76	34,754.66	58,451.00	58,451.00	23,696.34	59%
460437 Forestry & Nursery	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
460438 DNRC - Arbor Day Grant	0.00	0.00	850.00	850.00	850.00	0%
Account Group Total:	1,695.76	34,754.66	61,301.00	61,301.00	26,546.34	57%
510000 MISCELLANEOUS						
510300 Other Unallocated Costs	0.00	48,327.00	72,000.00	72,000.00	23,673.00	67%
Account Group Total:	0.00	48,327.00	72,000.00	72,000.00	23,673.00	67%
Fund Total:	84,562.12	950,285.73	1,506,581.00	1,506,581.00	556,295.27	63%

2350 Local Government Study Commission

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
411870 Local Government Review	350.00	3,225.00	30,000.00	30,000.00	26,775.00	11%
Account Group Total:	350.00	3,225.00	30,000.00	30,000.00	26,775.00	11%
Fund Total:	350.00	3,225.00	30,000.00	30,000.00	26,775.00	11%

2386 IP SETTLEMENT

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
480000 CONSERVATION OF NATURAL RESOURCES						
480200 IP Money	55,683.64	56,558.64	205,000.00	205,000.00	148,441.36	28%
Account Group Total:	55,683.64	56,558.64	205,000.00	205,000.00	148,441.36	28%
Fund Total:	55,683.64	56,558.64	205,000.00	205,000.00	148,441.36	28%

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2387 LOR Special Grants

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
411200 Facilities Administration(city hall)	0.00	74,408.76	25,000.00	25,000.00	-49,408.76	298%
Account Group Total:	0.00	74,408.76	25,000.00	25,000.00	-49,408.76	298%
420000 PUBLIC SAFETY						
420100 Law Enforcement Services	0.00	32,892.90	59,000.00	59,000.00	26,107.10	56%
Account Group Total:	0.00	32,892.90	59,000.00	59,000.00	26,107.10	56%
430000 Public Works						
430200 Road & Street Services	0.00	6,448.00	5,000.00	5,000.00	-1,448.00	129%
Account Group Total:	0.00	6,448.00	5,000.00	5,000.00	-1,448.00	129%
Fund Total:	0.00	113,749.66	89,000.00	89,000.00	-24,749.66	128%

2394 Building Code Enforcement

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
420000 PUBLIC SAFETY						
420531 Building Inspection	5,248.73	32,556.89	50,000.00	50,000.00	17,443.11	65%
Account Group Total:	5,248.73	32,556.89	50,000.00	50,000.00	17,443.11	65%
Fund Total:	5,248.73	32,556.89	50,000.00	50,000.00	17,443.11	65%

2410 Lighting Maint.

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430263 Utilities	3,632.24	33,426.25	179,182.00	179,182.00	145,755.75	19%
Account Group Total:	3,632.24	33,426.25	179,182.00	179,182.00	145,755.75	19%
Fund Total:	3,632.24	33,426.25	179,182.00	179,182.00	145,755.75	19%

2510 Street Maint (Sprinkling)

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430200 Road & Street Services	7,741.60	94,191.68	281,685.00	281,685.00	187,493.32	33%
Account Group Total:	7,741.60	94,191.68	281,685.00	281,685.00	187,493.32	33%
Fund Total:	7,741.60	94,191.68	281,685.00	281,685.00	187,493.32	33%

2820 Gas Tax HB 76

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430200 Road & Street Services	3,653.55	58,770.06	313,600.00	313,600.00	254,829.94	19%
Account Group Total:	3,653.55	58,770.06	313,600.00	313,600.00	254,829.94	19%
Fund Total:	3,653.55	58,770.06	313,600.00	313,600.00	254,829.94	19%

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2821 SB 536/HB 473 BARSSA

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430200 Road & Street Services	0.00	29,230.00	539,657.00	539,657.00	510,427.00	5%
430201 SLIPA Expenditures	0.00	0.00	231,304.00	231,304.00	231,304.00	0%
Account Group Total:	0.00	29,230.00	770,961.00	770,961.00	741,731.00	4%
Fund Total:	0.00	29,230.00	770,961.00	770,961.00	741,731.00	4%
2959 Community Development Fund						

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
470000 Housing and Community Development						
470300 Ecomonic Development	75,000.00	75,000.00	200,000.00	200,000.00	125,000.00	38%
Account Group Total:	75,000.00	75,000.00	200,000.00	200,000.00	125,000.00	38%
Fund Total:	75,000.00	75,000.00	200,000.00	200,000.00	125,000.00	38%

2992 American Recovery Plan Act

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430102 ARPA Expenditures	-125.00	184,349.95	147,018.00	147,018.00	-37,331.95	125%
Account Group Total:	-125.00	184,349.95	147,018.00	147,018.00	-37,331.95	125%
Fund Total:	-125.00	184,349.95	147,018.00	147,018.00	-37,331.95	125%

3200 MINERAL AVE. SID PROJECT

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
490000 DEBT SERVICE						
490504 SID LOAN PAYBACK TO LADC FUND	0.00	1,072.55	2,146.00	2,146.00	1,073.45	50%
Account Group Total:	0.00	1,072.55	2,146.00	2,146.00	1,073.45	50%
Fund Total:	0.00	1,072.55	2,146.00	2,146.00	1,073.45	50%

4001 City Hall CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
410000 GENERAL GOVERNMENT						
411241 City Buildings CIP	0.00	0.00	192,612.00	192,612.00	192,612.00	0%
Account Group Total:	0.00	0.00	192,612.00	192,612.00	192,612.00	0%
Fund Total:	0.00	0.00	192,612.00	192,612.00	192,612.00	0%

4002 Police Department CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
420000 PUBLIC SAFETY						
420104 Police Department CIP	0.00	0.00	78,931.00	78,931.00	78,931.00	0%
Account Group Total:	0.00	0.00	78,931.00	78,931.00	78,931.00	0%
Fund Total:	0.00	0.00	78,931.00	78,931.00	78,931.00	0%

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4003 Fire Department CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
420000 PUBLIC SAFETY						
420404 Fire Department CIP	0.00	0.00	106,000.00	106,000.00	106,000.00	0%
Account Group Total:	0.00	0.00	106,000.00	106,000.00	106,000.00	0%
Fund Total:	0.00	0.00	106,000.00	106,000.00	106,000.00	0%

4004 Streets CIP Fund

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430204 Streets CIP	0.00	10,300.00	43,437.00	43,437.00	33,137.00	24%
Account Group Total:	0.00	10,300.00	43,437.00	43,437.00	33,137.00	24%
Fund Total:	0.00	10,300.00	43,437.00	43,437.00	33,137.00	24%

5210 WATER UTILITY

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430500 Water Operating	43,680.32	769,874.11	1,260,433.00	1,260,433.00	490,558.89	61%
430594 Preliminary Engineering Report	0.00	0.00	30,000.00	30,000.00	30,000.00	0%
430596 MCEP - Libby Creek Community	0.00	0.00	460,000.00	460,000.00	460,000.00	0%
Account Group Total:	43,680.32	769,874.11	1,750,433.00	1,750,433.00	980,558.89	44%
490000 DEBT SERVICE						
490200 RD LOAN WTR DIST. (\$2,268k)	7,936.92	103,712.92	172,585.00	172,585.00	68,872.08	60%
490201 DNRC COAL SEVERANCE WATER BOND H2O	0.00	8,462.98	16,926.00	16,926.00	8,463.02	50%
490202 DNRC WRF - 14298 WATER BOND LOAN	0.00	129,687.50	129,688.00	129,688.00	0.50	100%
490203 DNRC LOAN \$800,000 FOR DAM	0.00	26,741.68	53,484.00	53,484.00	26,742.32	50%
490204 RD BOND FLOWER CREEK	10,784.00	97,056.00	129,409.00	129,409.00	32,353.00	75%
490205 RD BOND FLOWER CREEK	1,652.00	14,868.00	19,825.00	19,825.00	4,957.00	75%
Account Group Total:	20,372.92	380,529.08	521,917.00	521,917.00	141,387.92	73%
Fund Total:	64,053.24	1,150,403.19	2,272,350.00	2,272,350.00	1,121,946.81	51%

5211 Water Department CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430504 Water CIP	0.00	21,947.82	300,000.00	300,000.00	278,052.18	7%
Account Group Total:	0.00	21,947.82	300,000.00	300,000.00	278,052.18	7%
Fund Total:	0.00	21,947.82	300,000.00	300,000.00	278,052.18	7%

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5310 SEWER UTILITY

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430600 Sewer Operating	53,479.03	590,864.80	829,812.00	829,812.00	238,947.20	71%
430642 Sewer Improvements PLC	68,550.88	617,917.87	1,189,000.00	1,189,000.00	571,082.13	52%
430643 Sewer Improvements 1st & Montana	0.00	0.00	3.00	3.00	3.00	0%
Account Group Total:	122,029.91	1,208,782.67	2,018,815.00	2,018,815.00	810,032.33	60%
490000 DEBT SERVICE						
490210 USDA-RD BOND LOAN PAYMENT CABINET	5,532.00	49,788.00	66,385.00	66,385.00	16,597.00	75%
490220 USDA-RD BOND WASTE-WATER PLANT	2,428.00	41,553.83	48,684.00	48,684.00	7,130.17	85%
Account Group Total:	7,960.00	91,341.83	115,069.00	115,069.00	23,727.17	79%
Fund Total:	129,989.91	1,300,124.50	2,133,884.00	2,133,884.00	833,759.50	61%

5311 Sewer Department CIP

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
430000 Public Works						
430604 Sewer CIP	0.00	47,258.00	181,427.00	181,427.00	134,169.00	26%
Account Group Total:	0.00	47,258.00	181,427.00	181,427.00	134,169.00	26%
Fund Total:	0.00	47,258.00	181,427.00	181,427.00	134,169.00	26%
Grand Total:	429,790.03	4,162,449.92	9,083,814.00	9,083,814.00	4,921,364.08	46%