



## CITY OF LIBBY

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# REGULAR COUNCIL MEETING #1633

JULY 17, 2023 @ 7:00 PM

COUNCIL CHAMBERS – CITY HALL

### CALL TO ORDER:

- Pledge of Allegiance
- Prayer Mark Smith
- Roll Call
- Welcome
- Swear in Police Officer Caleb Thomas
- Approve City Council meeting #1631 minutes dated June 19, 2023.

### ANNOUNCEMENTS:

### COMMITTEE REPORTS:

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

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

**OLD BUSINESS:** Each previous agenda item will be introduced by the mayor with a description of the item and 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 Memorandum of Agreement with Lincoln County Sheriff's Office for fiscal 2024.
2. Mike Fraser RFP – Request for Proposal (DRAFT).

**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 Riverfront Blues Festival noise variance request for August 12th and 13th.
2. Approve Chainsaw Carving street closure.
3. Approve Resolution 2016, Adopting a Fee Schedule for Floodplain Application Review in accordance with Ordinance 2003 City of Libby Floodplain Hazard Management Regulations.
4. Approve all claims received to date.
5. Approve all business license applications received to date.
  - a) Sweet Pea Cleaners, 80 Ski Rd., Individual, Housekeeping.
  - b) Yarden LLC, 42 Crossway Ave., LLC., Lawn care and landscaping.

**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.

**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: 7/13/23

## **UNAPPROVED MINUTES**

The City Council held Council Meeting #1631 on Monday, June 19, 2023, in the Council Chambers at City Hall.

### **Call to Order:**

The meeting was called to order at 7:00 pm by Mayor Peggy Williams.

The Pledge of Allegiance was completed, prayer was by Jeff O'Connell, and roll call commenced. Present were Mayor Williams, Councilors Gary Beach, Melissa Berke, Zach McNew, Kristin Smith, Hugh Taylor, Brian Zimmerman, Administrator Sam Sikes, Clerk-Treasurer Leann Monigold, and (via Zoom) City Attorney Dean Chisholm.

Mayor Williams welcomed all present.

### **Announcements:**

Mayor Williams announced the ribbon cutting for the new playground equipment at Fireman's Park will be Tuesday, June 20<sup>th</sup> at 12:30.

### **Committee Reports:**

**Fire:** Councilor Zimmerman reported there were 7 calls for the month of May. 3 calls in City, 2 calls in Rural Fire District, and 2 calls outside City or RFD. 1 grass/wildland, 2 mutual aid, 1 fire alarm, 1 fuel spill/HAZMAT, and 2 miscellaneous for a total of 39 calls in 2023.

The Fire Department will be conducting the annual fire hydrant flushing, inspections along with 5-year flow testing of hydrants the week of July 10<sup>th</sup>. Any deficiencies or maintenance issues will be passed on to Justin Williams.

**Zoning:** Councilor Smith announced next meeting will be Monday, June 26<sup>th</sup> to continue discussions of Accessory Dwelling Units.

**Finance:** Clerk/Treasurer Monigold announced the FY22 audit is coming to a close and an exit meeting is scheduled with the auditor via Zoom for Thursday, June 22<sup>nd</sup>. The auditor has asked at least one Council member to attend. Councilor Smith said she would be available.

Spoke with First Montana Bank and was informed the interest rate increased on the City's main account from .61% to 3.5% APR. The interest was a substantial increase monthly and is split between funds. Those funds are General, IP, Lighting Maintenance, Sprinkling, Gas Tax, Community Development, Water, and Sewer. The percentage of the interest going to each fund will depend on the money held in that fund.

**Wildlife Committee:** Councilor Taylor announced a Turkey Management Plan is being drafted. The plan will be looked over for any corrections then will be sent to FWP to see what they think.

**Public Comment on Non-Agenda Items:**

DC Orr, 1117 Nevada Ave had concerns about only 3 committee reports being presented and not receiving all the information before it is posted on the agenda. Mr. Orr inquired why Administrator Sikes had not responded to the questions he had sent to him in an email.

Bruce Weatherby, 1006 W. 9<sup>th</sup>, suggested having a place on Mineral Avenue to hang an overhead banner to promote local events. Councilor Zimmerman said there used to be a place near Timberline but one of the attachment points was removed when the new statue was put into place. Mr. Weatherby asked if it would be possible to bring it back.

Michael Gilbert, 276 Mahoney, inquired if Council had received a handout on a house bill regarding drag queen shows and had concerns about events he had heard happening at the previous year's Pride Festival.

Eric Schertel, read a portion of House Bill 359 section 3 and (b) regarding concerns about the event being held in Libby on July 8<sup>th</sup> and asked Council to research that bill.

Danielle Herbert, 1302 Airth,(via Zoom) said she had asked at a previous meeting if Council knew there were going to be 12 drag performers at the event and inquired if they had checked into the legal aspect of that. Ms. Herbert had concerns about what could be viewed in Riverfront Park during the event.

Mayor Williams stated compliance of the law is up to the organizers.

Kenny Rayome, 1314 Dakota Ave., wanted to remind Council it is everyone's Constitutional right to express their message weathered agreed upon and it is up to law enforcement to enforce the laws if there is lude and lascivious behavior.

**Old Business:**

**Approve and Adopt Ordinance #2008, Second Reading, Parking:**

Mayor Williams read Ordinance #2008.

Councilor Zimmerman **MADE A MOTION** to approve and adopt Ordinance #2008 and Councilor Beach **SECONDED**.

DC Orr, 1117 Nevada Ave, read the second WHEREAS and challenged the statement unless Council had specific instances.

Councilors Beach, Berke, McNew, Smith, Taylor, and Zimmerman voted **FOR**.

**MOTION PASSED.**

**Approve business license for LAC Arms and Cerakote LLC:**

Councilor Zimmerman recused himself.

Administrator Sikes read an email received from Fire Chief Steve Lauer on June 7<sup>th</sup> that answered questions from the previous approval process. Clarifying, no licenses are approved based on zoning, describing what is inspected to occupy that space for the proposed use and informs the applicant what will need to be added or updated for fire protection features to proceed. Informing the applicant there will be a fire inspection after the business is set up and opened to make sure fire code issues are complied with. Chief Lauer gave specifics on what was required by Mr. Zimmerman to conduct his business.

Councilor Smith inquired if the Health Department is on the list for business license approval. Mr. Sikes said Chief Lauer stated he will refer to the Health Department if he sees something they would need to address.

Councilors Beach, Berke, McNew, Smith, and Taylor voted **FOR** the approval of LAC Arms and Cerakote LLC business license.

**Business License Approved.**

Mayor Williams announced the Annexation resolution is currently being worked on with Mr. Thompson and plan to have something for action on the agenda.

**New Business:**

**Dean Campbell, Libby Nomad GCS facilities - Introduction:**

Dean Campbell, Nomad Operations Manager, 225 Industry Way, introduced Nomad and gave an update on what they plan to do with the space they are occupying. Mr. Campbell gave a description of the products that would be produced and invited anyone who would like to see their operation to swing by and he would show you around.

**Jerry Bennett - Port update:**

Jerry Bennett gave a brief history of the Port Authority which owns 400 acres. 160 acres are zoned for commercial or industrial and the rest is considered recreational, naming off some of the recreations available on the land. The land has been for lease or sale for over 20 years and now has interest parties, Family Health & Wellness, Noble Investments is looking into enlarging and will pick up 102-103 acres, and Welex will be partnering with the Port to clean up the forest area and turn the debris and brush into pellets and allow individuals to do the same.

Mr. Bennet explained a license agreement and what the developers have been doing while a decision is being made to lease or sell the property. The Port does not want to turn over any environmental issues on the property so have applied for Brownsfield grant and are having an environmental assessment of that property at three different stages. If issues are found the Brownsfield funding will go to the cleanup.

Councilor Beach inquired about potential smell and if Noble plans to move a concrete and asphalt plant onto the property. Mr. Bennett confirmed the concrete plant has already been installed and was unsure about the asphalt plant.

**Approve Riverfront Blues Festival noise variance request for August 12<sup>th</sup> and 13<sup>th</sup>:**

Mayor Williams explained a Blues Festival representative was not present so it will be addressed at a later date.

**Approve LOR grant for Libby Police Department:**

Tabitha Viergutz announced the LOR Foundation has committed to contribute \$16,840 to the City of Libby to purchase two PRX Performance Couple Elite Package Workout Equipment and a Concept 2 Rower Machine for the Libby Police Department. Chief Ercanbrack contacted the LOR Foundation in mid-May with the request to aid health and stress relief. Grant funds have been approved by LOR pending Council approval and described the terms of the grant.

Chief Ercanbrack explained the need for the workout equipment.

Councilor Smith **MADE A MOTION** to approve LOR grant for Libby Police Department and Councilor Beach **SECONDED**.

John Bebee, 704 9<sup>th</sup> St., inquired why the City did not have the money in the budget for this equipment, why there is such a discrepancy in pay for law enforcement between County and City, and would like to see hire pay budgeted for public safety.

Councilors Beach, Berke, McNew, Smith, Taylor, and Zimmerman voted **FOR**.

**MOTION PASSED.**

**Approve Collective Bargaining Agreement:**

Mayor Williams explained she did not have a full copy in front of her due to a printing error. The financial increase for the employees is a 3% increase each year for the next 2 years, a 1% step increase for years of service, and a 2% COLA. Other changes were insurance increased \$.75, employee language for certification in Wastewater/ Water Treatment, and language for a foreman position. No attorneys were involved in discussions and both sides agreed on how to move forward.

Councilor Zimmerman **MADE A MOTION** to approve Collective Bargaining Agreement and Councilor Berke **SECONDED**.

Brian Hoskins, 148 Manor Dr., inquired how a motion could be made if the contract was not in front of them. Councilor McNew reassured a full copy was included in the original Council packet.

Councilors Beach, Berke, McNew, 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 and Councilor Berke **SECONDED**.

Mayor Williams reminded everyone they are welcome to come in Mondays during the day and review the claims, which are the bills the City pays.

Councilors Beach, Berke, McNew, Smith, Taylor, and Zimmerman voted **FOR**.

**MOTION PASSED.**

**Approve all business license applications received to date:**

A Lazy Buzz LLC, Brian's Plumbing and Heating, C&D Handyman Services LLC, and McAbee Tech.

Councilor Zimmerman **MADE a MOTION** to approve all business licenses received to date and Councilor Beach **SECONDED**.

Councilors Beach, Berke, McNew, Smith, Taylor, and Zimmerman voted **FOR**.

**MOTION PASSED.**

**General Comments from the Council:**

Councilor McNew suggested putting Bruce Weatherby's Mineral Avenue sign idea into committee.

Councilor McNew commented on the statement made earlier about committee reports, clarifying if a committee does not have an agenda item to hold a meeting there will be nothing to be reported to Council. Once an item has been placed into committee and a meeting has been held then the committee chair will be able to report to Council. Everyone is being as transparent as possible but there have only been a few committees that have met lately so there will be fewer reports. Councilor Smith included, or nothing has been brought for recommendation requiring action.

Councilor Beach accepted Bruce Weatherby's sign idea to be put into the Streets Committee.

**Adjournment:**

Councilor Zimmerman **MADE A MOTION** to **Adjourn** and Councilor McNew **SECONDED**.

Councilors Beach, Berke, McNew, Smith, Taylor, and Zimmerman voted **FOR**.

**MOTION PASSED.**

Mayor Williams adjourned the meeting at 7:43 PM.

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Mayor Peggy Williams

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Clerk-Treasurer Leann Monigold



## Work Plan, July 2023

1. Logger Trail/City Connectors (Planning & Infrastructure)
  - a. Other Entities: City/County
  - b. Safe Streets for All Grant (SS4A) Planning grant \$100k to \$10 million, a planning grant is required to get an Implementation grant from \$2.5 to \$25 million. July 2024 deadline
  - c. MDOT GRANT, used to start Balsam Street sidewalk, contacting consulting engineer regarding existing design from phase 1.
  - d. The concept meeting held May 11. Submittal deadline January 2024
2. Libby Park District (determine capacity)
  - a. Other Entities: County via park district board of directors
  - b. Create a Park Board that can employ county personnel
  - c. Confirm tax levy application
  - d. Establish long range agreement for a trust/annuity to support funding for recreation facilities in the district
  - e. Complete planning phase in 2023
  - f. Preparing an outdoor recreation survey to gather public input
3. Port Authority - Swim Pond (Infrastructure)
  - a. Other Entities: County, Park District
  - b. Final design in hand, waiting on DEQ permit (July)
  - c. Continue with LOR for grant to pay design fee
  - d. Funding for materials by Port or grant
  - e. Completion 2023 (pending permit and liner contract)
4. Port Authority Facilities (Planning and Funding)
  - a. Other Entities: County, Parks District, Port Board
  - b. Define all trails and assess condition
  - c. Create signage and maps, even if temporary
  - d. Create maintenance plan for upkeep
  - e. Recreation funding from sales and existing account balance
  - f. Continue for 2023
5. Flower Creek/Snowshoe Trails (Infrastructure)
  - a. LORA, County, USFS
  - b. Get FS to grant access through forest land and long-term agreement
  - c. NEPA assessment, (non-motorized) Assessment could take 1 year to start.
  - d. Get DNRC land use license for Sect 16 Norgard, restrained by adjacent landowner easement.
  - e. Find successes to post on social media

**MEMORANDUM OF AGREEMENT**

**CITY OF LIBBY  
AND  
LINCOLN COUNTY SHERIFF'S OFFICE  
AND  
LINCOLN COUNTY**

This Memorandum of Agreement, "MOA" is made on the 1<sup>st</sup> Day of July, 2023, between the City of Libby ("City"), the Libby Police Department ("LPD"), the Lincoln County Sheriff's Office ("LCSO" and "Sheriff") and Lincoln County ("County") and replaces the April 19<sup>th</sup>, 2023 MOA which is terminated effective the 30<sup>th</sup> day of June, 2023.

**RECITALS:**

WHEREAS, the City and the Sheriff have been cooperating to provide efficient police protection and service to the City under a memorandum of agreement dated February 1, 2023; and

WHEREAS, the Libby Police Department (LPD) staffing shortage continues, having recently reduced to two (2) employed full time LPD officers and (1) full time police chief; and

WHEREAS, the ability of the Sheriff to cover vacant City patrol shifts and associated calls has become impossible under the terms of the February 1, 2023, MOA; and

WHEREAS, the Sheriff has identified a need to transition to an interim agreement wherein on-duty county deputies handle calls for both City of Libby and Lincoln County any time there is no LPD officer on shift to ensure full-time City police protection and service, as set forth in detail below.

WHEREAS, the City and the Sheriff agree that it is imperative that the Sheriff and LPD continue to provide exceptional service and ensure public safety to the residents of this county both within and outside the City boundaries in the most efficient manner possible by establishing new terms of agreement for temporary services provided by the Sheriff; and

WHEREAS, the City requests the Sheriff's assistance in the near future to formally field train newly hired LPD officers utilizing the Sheriff's certified field training officers; and

WHEREAS, the City requests the enhanced investigatory capacity provided by the Sheriff's detective division; and

WHEREAS, Section 7-11-102, MCA, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, Section 7-11-301(2), MCA, allows local governments to directly contract for consolidation and transfer of services without the formalities of an interlocal agreement; and

WHEREAS, to the extent necessary or allowable by law, the City continues a standing request for assistance from the Sheriff, pursuant to Section 44-11-101, MCA, throughout the period this MOA is in effect; and

# **MEMORANDUM OF AGREEMENT**

## **CITY OF LIBBY AND LINCOLN COUNTY SHERIFF'S OFFICE AND LINCOLN COUNTY**

WHEREAS, the County and the Sheriff understand the temporary need for such law enforcement services and declare that the Sheriff can provide such services as are necessary, and that the City will pay the set deputy straight wage, overtime wage, associated reimbursable benefits, and patrol vehicle mileage for the services provided.

NOW THEREFORE, the parties agree as follows:

1. The recitals set forth above are incorporated herein in full.
2. The purpose of this MOA is to provide the terms and conditions of the agreement for the Sheriff to provide law enforcement services for the City on a temporary basis and for payment of the Sheriff's expenses for said services.
3. The Sheriff and the City will each identify a designee to represent their respective daily operational interests.
4. On the effective date of this MOA, the Sheriff will transition to on-duty county deputies handling the calls for both the City and the County any time there is no LPD officer on shift; this ensures full-time 24/7 coverage of both the City and the County.
5. The Sheriff will ensure that on-duty deputies are coordinating amongst themselves to ensure that an adequate patrol presence and response time is maintained in the city.
6. For the purposes of this MOA, all straight time or overtime reimbursements by the City referred to herein shall also include associated reimbursable benefits.
7. The City agrees to reimburse the Sheriff for services provided by LCSO sworn patrol deputies, patrol sergeants, and the patrol captain at a \$4.00 per hour increase of their current straight time rate of pay per county shift worked when no LPD officer is working.
8. The City agrees to reimburse the Sheriff for services provided by two (2) LCSO sworn detectives at a \$4.00 per hour increase of their current straight time rate of pay per county shift worked when no LPD officer is working.
9. The City agrees to reimburse the Sheriff for services provided by two (2) LCSO sworn detectives at a \$4.00 per hour increase of their current straight time rate of pay per county shift worked, whether an LPD officer is working or not.
10. The City agrees to reimburse the Sheriff for services provided by LCSO sworn Field Training Officer-certified deputies actively engaged in the field training of LPD recruits at a \$6.00 per hour increase of their current straight time rate of pay for all time worked on shift.
11. The Sheriff will ensure that not less than two (2) deputies are working in the south county area at all times. Should all county deputies be called away to distant county calls, the City agrees to reimburse the Sheriff for an overtime callout to cover the City of Libby area, at the discretion of an LCSO

## **MEMORANDUM OF AGREEMENT**

### **CITY OF LIBBY AND LINCOLN COUNTY SHERIFF'S OFFICE AND LINCOLN COUNTY**

supervisor. The Sheriff will first attempt to call out LPD officers for the overtime callout, prior to attempts to locate a deputy for callout.

- a. While LCSO is engaged in field training LPD officers, the LCSO FTO deputy and LPD officer trainee are primarily engaged in City of Libby cases, with close-county cases taken on occasion as needed to ensure sufficient training exposure. In this circumstance, LCSO will ensure that two additional dedicated deputies are scheduled to handle south county calls, which may on occasion result in one deputy being called in for overtime, billable to the City of Libby. The LCSO scheduling sergeant and patrol captain will coordinate with the chief of police to identify these occurrences.
12. If the Sheriff's shift schedule calls for only one on-duty deputy for a shift due to a leave status or scheduled training, the Sheriff will first attempt to schedule an LPD officer for overtime. If no LPD officer is available to cover the City shift, the City agrees to reimburse the Sheriff for a deputy to be called out on overtime.
13. The City agrees to reimburse the Sheriff for any deputy overtime worked as a result of held-over shifts for City cases.
14. The City agrees to reimburse the Sheriff for overtime callouts due to priority City case investigation follow-up, for case preparation with attorneys, and for court appearances.
15. The City agrees to reimburse the Sheriff for urgent callouts due to exigent law enforcement situations in the city when on-duty officers or deputies need additional assistance.
16. The City agrees to reimburse the Sheriff for any other required city case callout as determined necessary by an LCSO supervisor.
17. The City's Police Chief will coordinate with the Sheriff's identified designee to ensure that the City's shift schedule is planned and made known in advance to patrol supervisors.
18. Any deputies working in the City will answer directly to the Sheriff, however, they will coordinate with the LPD Police Chief on a day-to-day basis regarding any issues that may arise.
19. Any felony investigations started by the Sheriff shall be completed by the Sheriff and prosecuted by the County Attorney's Office.
20. Vehicle Use:
  - a. LCSO will utilize assigned county vehicles to perform the duties as set forth herein.
  - b. When no LPD officer is on shift, the City agrees to reimburse the Sheriff a flat rate of 50 (fifty) miles per county-covered shift at the Montana standard mileage rate. Vehicle mileage records need not be recorded by the Sheriff for this flat rate fee.

## **MEMORANDUM OF AGREEMENT**

### **CITY OF LIBBY AND LINCOLN COUNTY SHERIFF'S OFFICE AND LINCOLN COUNTY**

- c. The City agrees to reimburse LCSO for actual vehicle mileage for all callouts to City cases or business at the Montana standard mileage rate. The mileage documentation will include beginning, ending, and total miles.
21. The Sheriff must submit reimbursement claims no later than the Wednesday prior to the first or third Monday of the month so that the Council may consider the claim at its next meeting and make payment of said claim the day following approval.
22. The furnishing of such services, the standards of performance, the discipline of deputies and other matters incidental to the performance of such services and the control of personnel so employed shall remain with the Sheriff. The employees of the City shall remain employees of the City and shall work with and cooperate fully with the Sheriff in the performance of their duties under this MOA.
23. The County and Sheriff shall maintain liability insurance for the activities of the Sheriff in providing law enforcement services to the City under this MOA. The County and Sheriff shall assume liability for, defend against and hold harmless the City from all costs or damages including attorney's fees for injury to persons or property caused by the negligence of or intentional misconduct of the Sheriff or Sheriff's personnel in providing or failing to provide such law enforcement services to the City. The City shall assume liability for, defend against, and hold harmless the County and Sheriff from all claims and costs of damages including attorney fees for injury to persons or property caused by the City in its negligent or intentional misconduct in administration of the terms and conditions of this MOA.
24. No party shall assign, transfer, or convey any right or obligation set forth in this MOA without the prior written consent of the other party. The undersigned represent that they have authority to enter into this MOA.
25. This MOA constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This MOA supersedes any previous oral or written agreements between the parties.
26. All personnel employed by the Sheriff in providing general law enforcement services to the City shall be considered County employees, and they shall not have any benefit, status or right of City employment. The City shall not be liable for direct payments of salaries, wages or other compensation to the County employees providing general law enforcement services to it. The City shall not be liable for indemnity to any County employee for injury or sickness arising out of his or her employment in providing law enforcement services to it. For the sole purpose of giving official status to their acts in performing this MOA, every County Sheriff's deputy or employee engaged in providing general law enforcement service to the City shall be considered an agent of the City.
27. This MOA shall terminate immediately upon notification to the Sheriff by the City that the services provided by Sheriff are no longer required, or June 30, 2024, whichever comes first, unless extended or amended by all parties in writing.

**MEMORANDUM OF AGREEMENT**

**CITY OF LIBBY  
AND  
LINCOLN COUNTY SHERIFF'S OFFICE  
AND  
LINCOLN COUNTY**

Notwithstanding the date of signature of the parties, the terms and conditions of this MOA become effective on the 1<sup>st</sup> day of July, 2023.

By:

\_\_\_\_\_  
Josh Letcher  
Chairperson,  
Lincoln County Board of County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peggy Williams  
Mayor,  
City of Libby

\_\_\_\_\_  
Date

\_\_\_\_\_  
Darren Short  
Sheriff,  
Lincoln County Sheriff's Office

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cody Ercanbrack  
Chief,  
Libby Police Department

\_\_\_\_\_  
Date

REQUEST FOR PROPOSALS  
REMOVAL AND DISPOSAL OF SPOILS PILE  
FLOWER CREEK DAM CONSTRUCTION

During the construction of the Flower Creek Dam excavated sandy gravel, rock and concrete rubble were stock piled north of the Flower Creek Road on City Property in Section 21, T30N, R31W, W $\frac{1}{2}$  of the SW  $\frac{1}{4}$  . There is no surveyed quantity of stock piled material. There are no records of the exact composition of the stock pile.

Currently the stock pile has significant revegetation. The surface is stable.

The City of Libby is soliciting proposals to remove the entire pile. All materials in the stock pile shall be removed from the City Property. When the material is removed the surface will be graded to control surface runoff from direct discharge to Flower Creek. Final grading will have slopes not greater than 2% in any direction. Surface preparation shall facilitate revegetation with native seed applied per the supplier's recommendations.

Responses to this request shall at a minimum contain the following information:

1. Description of method proposed for removal, equipment and any onsite processing.
2. Estimated start and completion date.
3. List of required permits. Permitting will be the responsibility of the successful respondent.
4. A preliminary construction plan with proposed finished grades and method of stabilization, revegetation.
5. Draft Construction Storm Water Plan.
6. Summary of experience with similar work.
7. Cost proposal.

The stock pile is easily accessed twelve months a year. Flower Creek Road during the year can have logging traffic, visitors to the national forest and ski users accessing the Kootenai Cross Country Trail system. Removal cannot impede users accessing the National Forest or ski area.

The City will review proposals and select the contractor whose proposal is most beneficial to the City, based on schedule and cost. All respondents agree to hold the terms of their proposal for 90 days, with no price adjustments.

The City reserves the right to reject any or all proposals. Any costs incurred in preparing a proposal are the respondent's responsibility.

The successful contractor shall enter into a contract with the City in the form contained in the Montana Standard Public Works Specifications, 2021 Edition, including insurance, performance bond and labor and equipment bond. A detailed final grading and revegetation plan shall be prepared by the successful contract and included in the Construction Agreement.

Address all questions to the City Engineer, Michael W. Fraser, PE at 406-253-4326 or [mfraser@montanasky.net](mailto:mfraser@montanasky.net).

Proposals shall be received until 5:00 PM, MDT, July \_\_, 2023 at the Libby City Clerk's office, 952 East Spruce Street, Libby, MT. 59923. Proposals will be opened and read at \_\_\_\_\_, 2023.

Done this the \_\_ day of July 2023.

By: \_\_\_\_\_  
Peggy Williams, Mayor

Published Western News: July \_\_, 2023

July \_\_, 2023



## **The 2023 Kootenai Country Montana International Chainsaw Carving Championship**

We are applying for the same street closure plan as the previous 4 years' events. It is extremely important to Kootenai Country Montana to always maintain a positive and cooperative presence in Libby for both its people and businesses. We wish to maintain the positive feedback we received from last year with the following closures: the first block of Mineral Ave from the North end of the West lane of the East 1<sup>st</sup> St roundabout, with a pass-through lane for resident parking in the apartments on the west side of the street to a section just past East 2<sup>nd</sup> St not to block off the curb cut and allow Mineral Avenue access to Bill's Auto. It will also extend West on East 2<sup>nd</sup> St up to the curb access of Tony's Muffler so as to provide the same, and a parking access lane will be maintained for Cabinet Mountain Brewery. Then it will extend East on East 2<sup>nd</sup> St up to Gene's Body Shop, again to still allow them full access to their facility. Sunday we are requesting that the closure include the entire block of West 2<sup>nd</sup> St from Mineral Ave to California Ave to better facilitate the final auction.

### **Timeline of events:**

9/06- Street closure Wed 7 AM for setup of carvers, vendors and public safety barriers.

9/07- First carving session 8AM-10:15AM. Break from 10:15AM to 10:30AM. Quick carve 10:30 AM to Noon. Lunch Noon to 1PM. Second carving session 1PM to 6PM.

9/08- First carving session 8AM-10:15AM. Break from 10:15AM to 10:30AM. Quick carve 10:30 AM to Noon. Lunch Noon to 1PM. Second carving session 1PM to 2PM. Quick carve auction 2PM to 3PM. Last carving session 3PM-6PM.

9/09- First carving session 8AM-10:15AM. Break from 10:15AM to 10:30AM. Quick carve 10:30 AM to Noon. Lunch Noon to 1PM. Second carving session 1PM to 2PM. Quick carve auction 2PM to 3PM. Last carving session 3PM-6PM.

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

9/11 6AM Street will be clean and ready for sweeping.

### **Execution:**

- Security will be on duty from Wednesday evening until beginning of carving Thursday, end of carving every consecutive day until beginning of carving the next day. The last security detail will end Sunday morning at the beginning of carving.
- Crowd control will be accomplished through caution tape separating the crowd from the carvers. The entire street will be closed off from the public, and the observation area will be the sidewalks surrounding the event.
- Debris will be cleaned up continually during the event. The cleanup lane will be the center of Mineral avenue to better reduce the public exposure to the process. Debris will be hauled to Libby Landfill and placed in the wood refuse area. We have purchased a street sweeper attachment for our skidsteer to aid in a better final product in our cleaning efforts.
- Portable toilets including a handicap accessible unit and handwash station will be onsite.
- Trash bins will be placed at the street corners of the event.
- The concession area including the beer garden will be contained in the parking lot of the Libby VFW
- We are requesting an open alcohol container exception for the duration of the event during the hours of 8 A.M. to 6 P.M.. 9/7-9/9 and 9/10 8 A.M. until 1 hour after the final auction
- We will have no dogs allowed sign up around the entire event.

# Map of proposed event area

