



CITY OF LIBBY

952 E. SPRUCE | POST OFFICE BOX 1428, LIBBY, MT. 59923

PHONE 406-293-2731 | FAX 406-293-4090 | WEBSITE: www.cityoflibby.com

REGULAR COUNCIL MEETING #1656

MONDAY, JULY 1, 2024 @ 7:00 PM

COUNCIL CHAMBERS – CITY HALL

CALL TO ORDER:

- Pledge of Allegiance
- Prayer by Mark Smith
- Roll Call
- Welcome
- Approve minutes of City Council meeting #1655 June 17.

ANNOUNCEMENTS:

COMMITTEE REPORTS:

- City Administrators Report
- Fire
- Police – Introduce new Libby Police Officer Vincent Smart
- 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.

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 street closure for Patriot Prom/Red, White, & Brews between 4th and 5th Street on Mineral Ave., July 7th, 5:30pm – 9pm.
2. Approve extension of Memorandum of Agreement (MOA) with Lincoln County Sheriff's Office.
3. Approve propane bid from City Service Valcon/ materials and paving bid from TCI.
4. Approve all claims received to date.
5. Approve all business license applications received to date.
 - a) Buffalo Built Homes, 1301 Dakota Ave., Partnership, General contractor, construction, and remodeling.
 - b) Michael's Automotive Detailing, 1120 California Ave., Individual, Mobile automotive detailing.

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.

Discussion to amend Libby Development Fund Policy and application process.

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: 6/27/24

City of Libby

From: My Happy Place CarlaD
Sent: Wednesday, June 26, 2024 12:15 PM
To: City of Libby
Subject: Fundraiser for David Thompson Search and Rescue
Attachments: PPAdmit2.pdf

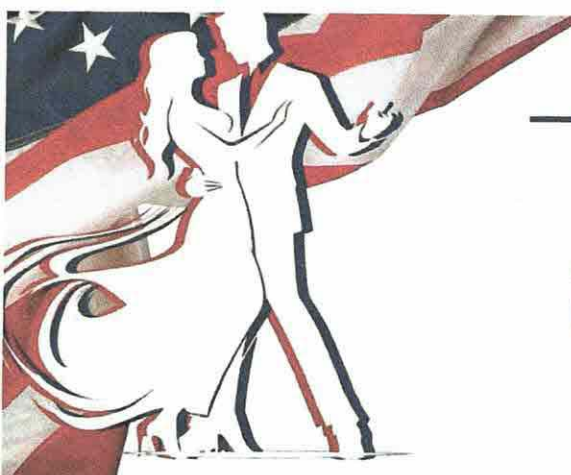
Good afternoon Leanne.

I just spoke with you in regards to the patriotic prom a Fundraiser for David Thompson Search and Rescue that we are doing at the Red, White and Brews on July 7th from 6:00 to 9:00 p.m. And wanting to request a road closure from 5:30 p.m. to 9:00p.m. The road closure would be between 4th and 5th avenue on mineral avenue. The reason for the road closure would be for dancing as there will be live music and also some yard games such as Cornhole etc

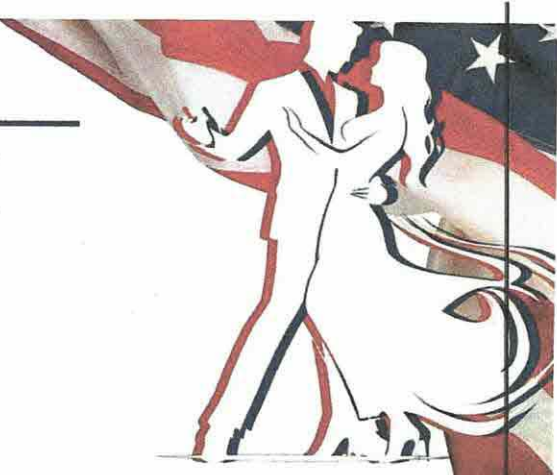
Thank you in advanced

Sincerely
Carla Darrar-

Example Ticket attached



LIBBY'S 1ST ANNUAL
★ ★ ★
PATRIOTIC
Prom
FUNDRAISER



Good day to all of our wonderful merchants and citizens in the beautiful Libby and Troy area and Lincoln County. We are reaching out to you at this time to invite you and inform you of a wonderful event that we are putting together for the David Thompson search and rescue, the nonprofit here in the area of Lincoln County. As we all know search and rescue takes a lot of work and manpower and types of rescue equipment and materials to provide an important and needed service for our communities.

It definitely takes a village to help one another. We are all so grateful to have such a strong and supportive community. There is an opportunity to support David Thomas Search and Rescue. We are organizing Libby's 1st Annual Patriotic Prom at the Red White and Brews at 411 Mineral Avenue in Libby Montana on July 7th 2024. Music and dancing provided by Elliott Crowe and Brett Borden. delicate desserts and Hors d'oeuvres will be served. We are graciously asking for any support that your organization may be able to help with. We are very aware that businesses are asked beyond their budgets and capabilities to donate. We want you to know we understand anything is appreciated if it is in the form of a check, please make checks out to David Thompson Search and Rescue. Should the charitable donation be items for our auction and drawings just let us know and we will gladly pick them up by July 2, 2024.

We will attach a sample ticket for entrance should you decide to attend or purchase a table.

We are ever so grateful for your consideration for the first ever event.

Sincerely
Carla Darrar 208~640~6036 organizer
Robin Tarbert 208~661~4615 organizer



LIBBY'S 1ST ANNUAL



PATRIOTIC

Prom



FUNDRAISER

JULY 7TH, 2024 • 6PM-9PM

RED, WHITE & BREWS

411 MINERAL AVE

\$25 - SINGLE \$45 - COUPLE
PURCHASE TICKETS AT RED, WHITE & BREWS
OR CONTACT CARLA 208•640•6036 OR ROBIN 208•661•4615

DRINKS SPECIALS

HORS D'OEUVRES • DELICATE DESSERTS

LIVE MUSIC BY ELLIOTT CROWE & BRETT BORDEN

BEST DRESSED CONTEST: COME IN YOUR BEST PATRIOTIC BALL ATTIRE!

50/50 RAFFLE & LIVE RAFFLES

GIANT SHAKE-A-DAY CONTEST

—HOSTED BY THE TRIPLE T'S—

PROCEEDS TO SUPPORT DAVID THOMPSON SEARCH & RESCUE

PATRIOTIC

Prom

FUNDRAISER



NAME: _____

PHONE: _____

CASH

CHECK

★ ★ ★ DOUBLE ★ ★ ★



LIBBY'S 1ST ANNUAL



PATRIOTIC

Prom

FUNDRAISER

ADMISSION FOR TWO

\$45

MEMORANDUM OF AGREEMENT

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

This Memorandum of Agreement, "MOA" is made on the 1st Day of July, 2024, 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 extends the July 1st 2023 MOA which terminated effective the 30th day of June, 2024.

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 since February 1, 2023; and

WHEREAS, the Libby Police Department (LPD) staffing shortage continues; and

WHEREAS, the Sheriff and City transitioned 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

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.

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

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 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

MEMORANDUM OF AGREEMENT

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

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.
 - 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.

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

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, 2025, 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 1st day of July, 2024.

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



Your bids for the Propane, Unleaded Gasoline and Diesel Fuel must disclose the following:

	Unleaded	Diesel	Propane
Supply Rack	_____	_____	Alta _____
Posted Price	_____	_____	_____ 0.77 _____
Discount (if any)	_____	_____	_____ N/A _____
Freight to Libby	_____	_____	_____ Included in rack _____
State Tax	_____	_____	_____
DST Fee/Super Fund Fee	_____	_____	_____
Subtotal	_____	_____	_____
Minimum Mark up at 7%	_____	_____	_____
Additional Margin	_____	_____	_____ .25 _____
Total Bid	_____	_____	_____ 1.02 _____

Please quote your bid for prices effective on July 1st, 2024 through June 30th, 2025 and include a copy of the OPTS posting for the supply rack involved.

Jim Woody
CityServiceValcon
36205 Highway 2
Libby, MT 59923
P- 406-293-5042
F- 406-293-3476



21-Jun-24

City of Libby

City Clerk/Treasurer
PO Box 1428
Libby, MT 59923-1428

Thank you for the opportunity to working with the City of Libby. We feel the following items are needed to complete your project.

	QUANTITY	UNIT	PRICE PER UNIT	TOTAL PRICE
CRUSHING & STOCKPILING				
1.01 5/8" MINUS CRUSHED GRAVEL	1	CY	8	\$8.00
1.02 3/8" MINUS CRUSHED GRAVEL	1	CY	\$9.00	\$9.00
COLD MIX				
2.01 MIXING & STOCKPILING OF ASPHALT EMULSION AND CRUSHED AGGREGATE TO BE PERFORMED AT THE CITY GRAVEL PIT ON PIPE CREEK RD.	1	TON	\$175.00	\$175.00
HOT MIXED ASPHALT PAVING				
3.01 MOBILIZATION, PREPERATION OF EXISTING STREET SURFACE, PLACEMENT OF HOT MIX OVERLAY, TACK COAT, PAVING & COMPACTION OF 1" ASPHALT	1	SY	\$17.00	\$17.00
3.02 MOBILIZATION, PREPERATION OF EXISTING STREET SURFACE, PLACEMENT OF HOT MIX OVERLAY, TACK COAT, PAVING & COMPACTION OF 2" ASPHALT	1	SY	\$31.00	\$31.00

- ASSUMPTIONS
- * CRUSHING AT THE CITY GRAVEL PIT USING CITY MATERIALS(GRAVEL), UNLESS OTHER ARRANGEMENT IS MADE.
 - * PIT STRIPPING AND RECLEMATION TO BE PREFORMED BY CITY FORCES
 - *PROCESS COLD MIXED
 - *HOT MIXED ASPHALT PAVING, 1"-2" MAT, COMPACTION IN PLACE.

Thank you for your consideration and please contact me with any questions,

Levi Thompson
www.digmt.com
Mobile: 406.293.0600 | Office: 406.293.5392

