

CITY OF LIBBY

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REGULAR COUNCIL MEETING #1574

JUNE 7, 2021 @ 7:00PM

COUNCIL CHAMBERS – CITY HALL

CALL TO ORDER:

- Pledge of Allegiance
- Roll Call
- Welcome
- Prayer offered by Mark Smith.
- Approve City Council Minutes #1568 dated 19 April 2021, #1572 dated 3 May 2021, and #1573 dated 17 May 2021.

ANNOUNCEMENTS:

COMMITTEE REPORTS:

- City Administrators Report
- Fire
- Police
- Ordinances
- Lights/Streets/Sidewalks
- Building
- Water/Sewer
- Zoning Commission
- Cemetery/Parks
- Finance
- KRDC
- 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.**

NEW BUSINESS: Each new agenda item will be introduced by the Mayor (or assigned liaison) with a description of the item and explanation for the recommended action. Following council discussion on each item will be an opportunity for public comment prior to any action taken. **Public comment is limited to 3 minutes concerning the agenda item being discussed only.**

1. Approve Electric Charging Station Lease – Teri Rayome, Flathead Electric.
2. Approve City Attorney Contract.
3. Approve Interlocal Agreement with Lincoln County for City Court.
4. Approve all business licenses received to date.
 - a. Books, Individual, 322 California, Retail books and stationery.
5. Approve payroll and claims for May 2021.

UNFINISHED BUSINESS:

1. IP negotiations.
2. Approve location for vault toilet at the Cross-Country Ski Course. (Tabled)

GENERAL COMMENTS FROM COUNCIL:

ADJOURNMENT:

Notes:

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 by 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: 06/3/21

UNAPPROVED MINUTES

The City Council held meeting #1568 on Monday, April 19, 2021, in the Council Chambers at City Hall.

Call to Order:

The meeting was called to order at 7:00 pm by Mayor Brent Teske.

The Pledge of Allegiance was completed, and Roll Call commenced. Present were Mayor Teske, Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, Mr. Zimmerman, City Administrator Mr. Hammons, and City Depute Clerk Jodi Martin.

Mayor Teske welcomed all and prayer was offered.

Approve Special Council Meeting Minutes for #1566 dated March 15th, 2021. **MOTION** to approve, Mr. Beach, **SECONDED**, by Ms. Smith. All voted for **MOTION PASSED**.

Approve City Council Meeting Minutes for #1567 dated March 5th, 2021. **MOTION** to approve, Ms. Smith, **SECONDED** by Mr. Zimmerman.

All voted for, **MOTION PASSED**.

Announcements:

None.

Committee Reports:

City Administrator's Report: Mr. Hammons reported operations at both the Water Treatment Plant and the Wastewater Treatment plant were going smoothly. The city had some hazard trees marked to be removed in Fireman's Park. He also stated the Council needed to have a special meeting for choosing Mr. Frazer as the Environmental officer for the water project. The bids for the water project will be opened on Wednesday March 17th @ 1:00 pm at City Hall.

Fire: None

Police: None

Resolution/Ordinances: None.

Lights/Streets/Sidewalks: None

Building: None.

Water/Sewer: None.

Zoning Commission: Councilor Smith reported that the next Zoning Meeting would be on the 26th of April at 6 pm in the City Council Chambers of City Hall and will review Residential A.

Cemetery/Parks: None.

Finance: None

KRDC: Tina Oliphant updated the Council on the trails grants that she applied for a couple months back. One grant she has not heard back from but did receive notification that the Fish Wildlife & Parks grant did get approved. The funds will be used to work on the trails around the settling ponds. Ms. Oliphant reminded the Council that the City contributed \$10,000 towards the project.

City-County Board of Health: None

Park District Manager: None.

Public Comment on Non- Agenda Items: None

New Business:

Approve Igniters Car Club street closure and noise variance request.

Mayor Teske turned the meeting over to Ms. Williams to Chair as he is a member of the Igniters Car Club. Kevin Peck representing the car club requested the city approve their event for the 19th through the 21st of August. The route and street closure would be the same as years past. Mr. Dufficy asked about the insurance which Mr. Peck said yes, they have insurance.

Ms. Smith **MADE A MOTION**, Mr. Dufficy **SECONDED**. All voted for **MOTION PASSED**.

Accept presentation of a reproduction early American Flag from Lois Kotzin

Ms. Kotzin presented Mayor Teske with the early American Flag. She then gave the Council the history of the flag and what it represented. She thanked the Council and Mayor for the opportunity to present the flag to the city and hopes that it would be displayed for what it meant to our country.

Receive a business update, voice concerns on parking lot events, and proposed changes to the lease from the Libby Chamber of Commerce.

Myranda Cravens 905 W 9th Street, from the Chamber of Commerce talked about the year they had at the chamber. The visitor center saw 1152 guest who signed the guest book. Had over 90,000 hits on the chamber website, sent our 112 visitor's packets by mail. The chamber gave out \$55,000 in "Libby Bucks" that help the local economy. Ms. Cravens also mention the highly successful Farmers Market with a total of 52 vendors.

Bruce Vinson, 34 Paul Bunyan Lane, wanted to discuss the short term and long-term usage of the chamber parking lot. Mr. Vinson gave a history of the usage, stating that there have been many events held in the leased parking lot with out a process for doing this. The events often happen without the coordination of the chamber which causes challenges. The chamber would like to set up a formal process where they would be involved when organizations want to use the parking lot. They would like to set up a dual process so there will not be any interference with chamber operations or events.

Mr. Vinson spoke about anytime there is a event in the parking lot, people always assume it is a chamber event, and if something goes wrong they come to the chamber. He also brought up the bathrooms at the park. If they are not opened or cleaned the chamber hears about it. The chamber is associated with everything that happens in the parking lot whether it is a chamber event or not. They have a big concern that anything that is linked to the chamber can hurt their reputation and their brand. The issue of insurance was also brought up.

The chamber would like to have a process where they could along with the City, approve or disapprove what events can happen in the parking lot. They presented a proposal that had items on it they would like to have discussed.

Mayor Teste said he would like to clarify a few things. One thing is "Your" parking lot. The lease states the Chamber has a 1-acre parcel of land with the building. The Mayor said he could not find anything historical that described the 1-acre parcel, so he went over and took measurements and gave a map to the chamber with the layout on it. The area on the map is 1.04 acres and is the main property of use for the chamber. The Mayor said he ask the chamber if there were any adjustments to the one acre they would like to change. Mayor Teske stated again that the Chamber has 1-acre and if they want to make any adjustment, they will have to show the city what they want to change, but for now this is the best layout the city could come up with.

Mayor Teske told the Chamber board if the want to open up the lease to discuss making a larger parcel of land, then they could look at doing this, but the parking lot is the Fireman's Park parking lot, and this is where the Vendors Market wants to set up.

Liz Whalen, from the Chamber Board spoke to the council regarding that she had strong opposition to the vendors market setting up in the parking lot. Ms. Whalen expressed her concerns with the size of the parcel of land in the lease. She also referred to having the proposal discussed that was brought up by Mr. Vinson.

There was more discussion regarding the chamber's opposition to the Vendors Market from other members of the chamber. They gave example of how the vendors market could affect the chambers operations and also harm the chambers Farmers Market reputation.

Councilor Smith ask why the city would allow the vendors market to sabotage the chambers Farmer Market by setting up in the parking lot that the chamber uses, when there are parking lots all over town. Councilor Smith said by allowing the other market to set up in the area that is know as the chamber parking lot could cause problems.

There was a lot more discussing from member of the chamber board on how they feel the vendors market would hurt the chambers branding and reputation.

Councilor Williams said she has concerns with giving up the parking lot the services Fireman's Park, the campground, and the cemetery.

Ms. Whalen said they are not asking to take over the whole parking lot, they are asking that the city suspends any events in the parking lot until the city and the chamber works together on the proposal brought to the council.

Councilor Williams said the Vendors Market group has already been advertising for the event.

Bob McCleary, 317 Parmerter Creek Road, said his wife is part of the vendor's market. He said the Chamber is out of line, and that is why a lot of people left the Farmer Market and started this group. He told the council the group was very serious about what they are doing, and they want to be a good organization. He said the group has spent money on advertising and insurance.

Councilor Beach asked the chamber how often their board met to which they replied monthly. Mr. beach asked how they would process the request to use the parking lot, and the reply was at their monthly board meeting, but they do have the ability to meet if someone came to them last minute for a request to use the parking lot.

Councilor Zimmerman asked why they chose this location and Mr. McLeary said they had been trying to find one, but this location is close to town and easy to advertise.

Megan Rayome ,1314 Dakota, representing the chamber gave an example of how the vendors market could impact the reputation of the chamber. She also talked about liability insurance and how the chamber could be liable if there were some sort of incident that brought about a lawsuit. Ms. Rayome also asked that the city postpone the events in the future.

Mayor Teske mentioned that having the vendors market have insurance protect the city and the chamber does not own the parking lot and they would not be involved in a suit. He also mentioned that the group has already put-up money for advertising and insurance and unless someone wants to reimburse the group then the event is going to happen.

More discussion between the council and the chamber regarding the parking lot, insurance and how to move forward and hash out the concerns for both the chamber and the vendor's market.

Adopt Ordinance 1981-Golf Carts

Mayor Teske gave a little history on how the golf cart ordinance first came to the council and how it has change from anyone driving a golf cart in the city. It has been brought back to the council as an ADA accommodation specifically for the American Disabilities Act.

Councilor Williams read the section of the ordinance that specifically spelled out the new definition of the ordinance for the ADA compliance for the golf cart. Otherwise, the ordinance was the same as the one the council had been working on in the past.

Mayor Teske asked for a Motion. Councilor Smith **Made a Motion**, to adopt Ordinance 1981, **Seconded** by Councilor Beach. Discussion followed regarding turn signals being added to the golf cart. Ms. Smith amended the motion to include turn signals.

Mr. Dufficy read an MCA Code requiring persons operating golf carts on public roadways must have a valid drivers license. Mr. Dufficy asked if the person operating the golf cart had a drivers license. Oliver Orak, who resides at 319 Minnesota Ave, said he has a learner's permit.

William Day, 319 Minnesota Ave spoke to the council regarding Mr. Orak's learner's permit. The issue with him getting his license is with the county not being able to register his golf cart. He has contacted Helena to help with getting the golf cart registered. The DMV will not let Mr. Orak use the golf cart to take a test until it is registered. They plan on going to Helena to get this taken care of.

Councilor Dufficy also brought up insurance on the golf cart. Mr. Day explained to him that because the cart is not registered, they cannot get insurance.

More discussion followed as to why the golf cart could not get registered, and if the route was the same as it was on the previous ordinance.

Mayor Teske then asked for a vote. All members voted **For** of Ordinance 1981. **Motion Passed.**

Approve Counteroffer from Cabinet View Golf Course for loan payment.

Mayor Teske mentioned there was a handout for the council to look over regarding the counteroffer from CVGC.

George Mercer, 406 Willow Road, representing CVGC, said the club took the exact motion from the previous meeting and put together what the council had asked. He said they could not close and then come back to the council because if the council said no to the grant, then CVGC would rather not close on the deal than lose the chance to get the club house.

Councilor Zimmerman **Made a Motion** to accept the counteroffer from CVGC. Councilor Smith **Seconded.** Mayor opened the motion for discussion.

Councilor Taylor said that in the initial motion, it was a grant request not a counteroffer. They were to repay the loan and then ask for a grant.

Councilor Beach as City Attorney, Dean Chisholm if the City could approve the grant request contingent upon repayment of the full loan.

Mr. Chisholm said yes you can put conditions on the grant request based on the repayment of the loan. Mr. Chisholm stated this would be similar to a standard escrow agreement where the loan would be paid, and the loans would get released.

Councilor Taylor said this counteroffer is similar to the motion made by Councilor Zimmerman, that was rejected by the council, and I do not think we should approve the offer until the loan has been repaid.

Councilor Smith said during the discussion that however they put it together the end results would be the same.

Councilor Dufficy said the council voted 5-1 in favor of the loan being paid back in full prior to the CVGC coming back and asking for a grant.

Councilor Smith replied that Mr. Beach asked Mr. Chisholm if the city could move forward with the loan contingent upon repayment and closing of the loan.

There was more discussion regarding the loan repayment.

Councilor Taylor as what type of grant would this be, are they going to get the money and spend it on something besides the clubhouse. The Mayor asked Mr. Mercer if the grant would be strictly for construction and he replied yes, and they would provide receipts on everything they purchased.

Gary Huntsberger, 384 Commerce Way, said he was originally on the council when the fund was first set up. He said there was a committee back up by city council. He said that this was an important thing to loan the money to the golf course to build the additional nine hole. The CVGC is a nonprofit and they spend many hour making the course nice. He said if this sale goes through it will be the biggest development in his lifetime. He said he feels very strongly about this project and hopes it goes through.

DC Orr, 1117 Nevada, said he was here when Gary was on the council. He said he was here when this council talked about previous Mayors and Councils mismanaged the money. He said he thought that repayment of the loan and talking about a grant, would be out lined how you are going to account for every penny of the City taxpayer's money this time. He said he had a letter from the city clerk that said she could not balance the funds. You need to put some checks and balances on how the money is spent. He said for 17 years they heard a song and dance on how they were going to pay it back. He said how are you going to trust and organization that had a mortgage and a lien on the mortgage and never paid you back. Mr. Orr said the City should make sure every penny that goes out have a receipt. Mr. Orr said this council should sit down and talk about how they plan to manage the funds. He said 82% of the ED Fund went out in grants.

Mayor Teske asked CVGC if that would be agreed upon that the funds be paid out as the project is moving forward. Mr. Mercer said if CVGC could get the \$541,000, then yes, they would agree to draw the money out as they needed it. The money would be strictly used for the construction of the club house. Mr. Mercer said with the building market the way it is with the high price of materials; it may not be feasible to build this year.

He said that they are speaking with the developer to make this happen. He said the development of a 70-unit subdivision will have a big economic impact on the community. He said they have a deadline that they have to meet.

Mayor Teske said they can put stipulation into the grant agreement. Councilor Williams asked to have the motion restated. Councilor Smith said that the motion was to accept their counteroffer, but she said she could amend it. Mayor Teske asked Mr. Chisholm if we needed to add all the legal language in the motion to which Mr. Chisholm replied they could do the motion for the proposal in principal while reserving the right to make decisions regarding the administration of the proposal. Mayor Teske ask Councilor Smith if she would like to amend her motion. Ms. Smith said yes, she would amend her motion.

There was more discussion from members of CVGC regarding the building materials and how they would be purchased.

Scott Thompson, 182 Riverview, commented that CVGC has not paid back the loan in 17 years and the City wants to give them more money.

DC Orr, 117 Nevada Ave, said, according to the figures Mr. Mae outline, CVGC would get \$370,000 from the sale, and if CVGC sell the property where the old club house is located, then they would have enough of their own money to build the new club house.

Councilor Williams said she did not want it to get lost in all the discussion, but there are some zoning stipulations that need to have changes to the project. Mayor Teske agreed saying the area is zoned commercial and it needs to be changed to residential. More discussion follows regarding the time frame and type of zoning to be added to the property.

Mayor Teske ask for a vote:

Councilors, Williams, Smith, Beach and Zimmerman voted in favor of the counteroffer.

Councilors, Dufficy and Taylor voted against the counteroffer.

Motion Passed 4-2

Approve all Business Licenses received to date.

Mayor Teske read the business Licenses:

1. Caring Touch Massage Therapy, Individual, 108 E.9th St., Massage Therapy
2. Kootenai River Tubing, LLC, 1522 Cabinet Ave., Tube & Lifejacket rentals.
3. Tara Mieke, Individual, 1520 Utah Ave., Service for member of pilot program.

Councilor Smith **Made a Motion** to approve all business licenses, Councilor Dufficy **Seconded**.

Motion Passed.

Unfinished Business.

Wildlife Management Plan. Councilor Taylor said the committee would like to make the plan a resolution instead of an ordinance. Council said they were good with making it a resolution. There was discussion by the council on moving the plan forward as resolution.

IP Negotiation. Mayor Teske said he has not heard anything back from Mr. Payne but would try and get in contact with him to see if he has heard anything from IP.

Mr. Olsen, 336 Hwy 2, Asked why the City was still using Alan Payne. He said Mr. Chisholm is the best attorney the city has, and we should be using him.

DC Orr, 1117 Nevada, said he had concerns regarding Mr. Payne as well. Mr. Orr said this man is dangerous, and he would bring an article from the Western News that says Payne Lied.

Approve location for vault toilet at the Cross-Country Ski Course. No action still tabled.

Approve Resolution 1979-Schedule of fees for Specified water services. Councilor Zimmerman said he sent out an email regarding the fee schedule and never heard any response back. Councilor Beach **Made a Motion** to approve Resolution 1979. Councilor Zimmerman **Seconded**. Councilor Smith said she could not support the resolution, that is did not make sense for Libby. That the resolution targeted a very specific type of development.

Councilor Zimmerman said that the developer was paying for all the hookup materials for the project.

Councilor Williams talk with Mike Fraser and he said that he would not support the resolution.

There was more discussion from the council regarding the hookup fees.

DC Orr 1117 Nevada Ave said they are not hookup fees they are plant investment fees. He said these fees are paid by the developer to off set the costs down the road to the city, so the rate payers don't get stuck paying for the development. He said it was a ridiculous plan.

Mr. Teske ask for a vote. Councilor Zimmerman vote for and Councilors, Williams Smith, Beach Taylor and Dufficy voted against.

Resolution 1979 **Failed 5-1**

Approve Resolution 1989 – Schedule of fees for specified sewer services. Councilor Beach **Made a Motion** to approve Resolution 1980. Councilor Zimmerman **Seconded**. Mr. Teske ask for a vote, all opposed.

Resolution 1980 **Failed 6-0**

General Comment from Council

Mayor Teske asked the council to get back to people who reached out to them for information. We need to do a better job communicating.

Adjournment

Councilor Williams **Made a Motion** to adjourn. Councilor Dufficy **Seconded**.

Motion Passed

Meeting adjourned at 9:05

Mayor Brent Teske

Attest: _____
City Administrator Jim Hammons

UNAPPROVED MINUTES

The City Council held meeting #1572 on Monday, May 3rd, 2021, in the Council Chambers at City Hall.

Call to Order:

The meeting was called to order at 7:00 pm by Mayor Brent Teske.

The Pledge of Allegiance was completed, and Roll Call commenced. Present were Mayor Teske, Councilors Williams, Beach, Dufficy, Smith, Taylor, and City Clerk/Treasurer Samuel Sikes. Councilor Zimmerman was absent.

Mayor Teske welcomed all present and prayer was offered by Tom Cole.

Approve Special Council Meeting Minutes for #1570 dated 27 April 2021. Councilor Beach **MADE A MOTION** to approve, and Councilor Williams **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, and Taylor voted **FOR**. Councilor Zimmerman was absent.

MOTION PASSED.

Approve Special Council Meeting Minutes for #1571 dated 27 April 2021. Councilor Williams **MADE A MOTION** to approve, and Councilor Beach **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, and Taylor voted **FOR**. Councilor Zimmerman was absent.

MOTION PASSED.

Announcements:

Councilor Smith urged everyone to thank their Mothers on Sunday for Mother's Day.

Committee Reports:

City Administrator's Report: Mayor Teske reported that Butch and Marlis, the Camp Hosts, would be here tomorrow. The danger trees were removed from Fireman's Park and all park rest rooms were now open for the season.

Police: Mayor Teske reported that there was a power outage that caused issues with the new computer system so there would be no report until next meeting.

Resolution/Ordinances: None.

Lights/Streets/Sidewalks: None

Building: None.

Water/Sewer: None.

Zoning Commission: Councilor Smith reported that the last meeting was cancelled due to lack of quorum and announced the next Zoning Meeting would be on the 10th of May at 6 pm in the City Council Chambers of City Hall.

Cemetery/Parks: Mayor Teske announced that the new seasonal worker, Fred Guinard, was hired and was working well and cleaning up the Cemetery and announced that a volunteer group was replacing and cleaning up headstones.

Finance: Mr. Sikes reported that the Police patrol vehicles would be paid off on the 5th of May and that the new cemetery tractor was ordered and would be paid off as soon as it arrives.

KRDC: None.

City-County Board of Health: Amy Fantozzi reported that the Board will be meeting again on the 12th of May. On 13 April the County had 28 COVID cases and was offering vaccines throughout the County. Councilor Dufficy asked what brand name of shots were being offered to which Amy Fantozzi answered that all three were being administered.

Park District Manager: None.

Public Comment on Non- Agenda Items:

Cheri Dunbar, Libby Vendors Market, gave a brief history of the Farmers and Vendors Markets and discussed how business was lost due to the COVID shutdowns. Cheri expressed the view that it was unfair not to be able to hold the Vendors Market in a parking lot and was in full support for the Vendors Market.

Marna House, 803 California (business), received a survey from Subway wanting to utilize the alley to install a drive-thru to the business. Marina opposes this as it would block the alley adding that the Evergreen Hotel is also against the drive-thru due to the noise and exhaust at the Hotel.

Mayor Teske stated that everyone should fill out the survey adding that he would look into the large pothole at the entrance to the alley in question.

Mayor Teske informed the Council that a variance request was going to be submitted and that there would be a Building Committee meeting once the variance was received. Marna House asked if everyone should fill out the survey to which the Mayor answered yes adding that the forms could be picked up at City Hall.

Brad Dunn-Meier, Troy, retired from teaching and chose to start farming, felt that the Chamber was greedy charging more money for prime locations at events, expressed support for the Vendors Market.

Joanne Fry, Bobtail Cutoff, spoke of total support for the Vendors Market adding that all surplus goods are donated to the Market and Juanita Shikora donates all revenue, plus more, to departments and charities throughout Libby.

Connie Beach, Bobtail Cutoff, expressed complete support for the Vendors Market being held in a public place and believed that the Chamber was taking the stance of personality over principle when it comes to the Market.

Helen Tarbert, Libby, asked if the Chamber had brought the mission statement to the meeting because it is the mission of the Chamber to support the people. Helen thanked Juanita Shikora for encouragement and gave utter support to the Vendors Market.

Angie McLaurey, 317 Parmenter, expressed sadness at the animosity and tension from, and between, the Chamber and Market. Angie stated that the vendors need more time to sell items after COVID and said that the vendors are the backbone of the community.

DC Orr, 1117 Nevada, voiced displeasure with the 3 minute rule, Council transparency, Golf Course Grant, and agenda items while supporting the Market and asking for slower action from the Council when making decisions.

Amber Pacheco-Holm, 912 W. 9th St. (business), President of the Chamber of Commerce, was present to clear the air. Amber read a letter from the Chamber to the Vendors Market requesting information such as business licenses and insurance then thanked the Market for removing the Chamber Trademark. It was avowed that the Chamber is not out to make money and is a non-profit.

Bob McLaurey, 317 Parmenter, conveyed the view that the Chamber has no business or say-so over the Vendors Market as it is not a controlling body and should leave the Market alone.

New Business:

Receive initial proposal for the Logger Trail.

Mayor Teske stated that the presentation had to be postponed to the next meeting.

Adopt Resolution 1979 – Deer Management Plan.

Mayor Teske stated that draft had been being worked for over a year and a half and it was time to move forward before reading the resolution.

Councilor Beach **MADE A MOTION** to adopt the resolution and Councilor Dufficy **SECONDED**.

Jennifer Nelson, 1026 Washington, thanked the Council and Committee for the work going back to 2014 explaining that it is difficult to see sick deer in town and watching gardens being destroyed.

Councilors Williams, Beach, Dufficy, Smith, Taylor voted **FOR**. Councilor Zimmerman was absent.

MOTION PASSED.

Adopt Ordinance 1981 – Golf Carts (ADA) (Second Reading).

Mayor Teske addressed the Ordinance and Councilor Williams went through the changes that were offered prior to adopting the Ordinance.

Councilor Smith **MADE A MOTION** to adopt the Ordinance as amended and Councilor Dufficy **SECONDED**.

Billy Day, 319 Minnesota, thanked the Mayor and Council for the hard work in getting the Ordinance done. Mayor Teske asked how the licensing was going in Helena and Billy said it was okay adding that Oliver is the first person in Montana to be authorized the use of a golf cart.

Councilors Williams, Beach, Dufficy, Smith, Taylor voted **FOR**. Councilor Zimmerman was absent.

MOTION PASSED.

Adopt Memorandum of Understanding with Brooks Holdings, LLC.

Mayor Teske explained that memorandum will be drafted if approved. Dean Chisholm gave a brief basis for the lawsuit stating that the memo is just the first step. Dean mentioned that the City would suffer no damages and the property could be replated and developed later.

Councilor Smith **MADE A MOTION** to move forward on the Resolution and Councilor Beach **SECONDED**.

Councilor Beach asked about the utilities on the property and if the City was securing easements to which Mayor Teske and Dean Chisholm answered yes, adding that the easements would stay on file for replating if needed.

DC Orr, 1117 Nevada, questioned the entire memorandum including previous owners, the grounds for the lawsuit, and why the memorandum is so vague.

Councilors Williams, Beach, Dufficy, Smith, Taylor voted **FOR**. Councilor Zimmerman was absent.

MOTION PASSED.

Mayor Teske requested that Dean Chisholm draft the Resolution after which, once signed, the proper notices will be presented to the other side contingent on the replating of the property.

Review and Approve CVGC Grant reimbursement contract and forms.

Mayor Teske read over the CVGC (Cabinet View Golf Course) agreement and thanked Councilor Smith for the work with assistance from Tina Oliphant.

The Mayor and City Council went over the document making minor changes in the language to ensure it will meet the desire of the Council and protect the City.

Tina Oliphant ensured the Council understood that the contract was only a draft and needed to be gone over by the City Attorney. Dean Chisholm stated that the contract fit the general theme and could be tidied up.

DC Orr, 1117 Nevada, vented the view that the CVGC already broke the contract and that it would be fraud to give them money as it is not in the best interest for Libby.

Councilor Taylor requested a legal opinion to which Dean Chisholm explained that fraud is an eight element claim and the previous contract could only be looked at as an economic breach if it were not reformed to fit the current circumstances.

Mayor Teske requested that Dean Chisholm make the discussed changes.

Councilor Smith **MADE A MOTION** to enter into the Community Development Grant Fund agreement with the CVGC and grant the Mayor authority to sign the agreement, as amended, prior to the next City Council meeting if needed by the CVGC, and Councilor Beach **SECONDED**.

Councilor Taylor conveyed the opinion that the contract did not have to be signed prior to closing as the Council had already voted for reimbursing the money.

Councilors Williams, Beach and Smith voted **FOR**. Councilors Dufficy and Taylor voted **AGAINST**. Councilor Zimmerman was absent.

MOTION PASSED.

Approve all business licenses received to date.

Mayor Teske read through the applications: ITC Service Group Acquisition, Managhan's Furniture, and Woody's Landscapes.

Councilor Smith **MADE A MOTION** to approve the licenses and Councilor Dufficy **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, and Taylor voted **FOR**. Councilor Zimmerman was absent.

MOTION PASSED.

Approve claims and payroll for March of 2021.

Councilor Dufficy **MADE A MOTION** to approve the claims and payroll, and Councilor Beach **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, and Taylor voted **FOR**. Councilor Zimmerman was absent.

MOTION PASSED.

Unfinished Business:

IP negotiations.

Mayor Teske reported that, upon speaking with Allan Payne, a meeting with IP will be set up and requested that two Councilors volunteer to be part of the negotiations. Councilors Smith and Taylor volunteered. Mayor Teske took the lead and will set up the time and date for the meeting.

DC Orr, 1117 Nevada, expressed displeasure with the entire way the negotiations are being held and tried to place blame on the current Council for not already completing the deal.

Approve location for vault toilet at the Cross-Country Ski Course. (Tabled)

Mayor Teske reported that the plans for the toilet were now in the hands of an engineering firm and would be looked at by the City Engineer once completed.

General Comments from Council:

Councilor Dufficy requested information on the work being completed by the Venture Inn. The Mayor explained that the current sewer main installation is being paid for by businesses in stage I of the work going from the Venture Inn to JB's Tires. Stage II will be installing a water main, as part of the Water System Improvements Grant, alongside the new sewer line across the highway to Education Way.

Councilor Smith thanked the vendors for coming out and thanked the Chamber for acting professionally prior to voicing the desire for the two groups to work together on future projects and areas of operations. Councilor Smith suggested that the Vendors Market should look at moving to different locations such as the old Asa Wood School.

Bob McLaurey asked if the Vendors Market was still set to start to which the Mayor answered yes. Councilor Smith questioned the Vendors registration and insurance to which the Mayor said both were in possession and would be forwarded to the Chamber.

Cheri Dunbar asked about the lawsuit that was filed against the City and if the Vendors Market had to deal with the Chamber directly. The Mayor stated that the Chamber and Vendors would go through the Mayor's office.

Councilor Smith stated that the Council had not properly dealt with the Chamber's issues to which Mayor Teske proclaimed that the answer had been given. The Mayor reiterated that the parking lot was not the property of the Chamber or under the Chamber business control.

Councilor Smith questioned that the parking lot was not under the Chamber's control to which Mayor Teske stated that the area of the parking lot the Vendors Market will utilize is not leased by the Chamber.

Juanita Shikora, Hwy 2 South, reluctantly spoke about the Farmers and Vendors Markets asking who the vendors had to talk to.

Bob Azure, 27 Fast Lane, questioned why the Chamber was so upset as the Vendors would operating on Wednesdays and the Chamber on Thursdays.

Helen Tarbert offered a copy of the regulations for vendors to which the Mayor accepted. Joanne also stated that Fireman's Park needed doggy bags and that the vendors would not block any roads or the Chamber while operating.

Adjournment:

Councilor Williams **MADE A MOTION** to adjourn, and Councilor Smith **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, and Taylor voted **FOR**. Councilor Zimmerman was absent.

MOTION PASSED.

Meeting adjourned at 8:28 pm.

Mayor Brent Teske

Attest; _____
Clerk/Treasurer Samuel Sikes

UNAPPROVED MINUTES

The City Council held meeting #1573 on Monday, May 17th, 2021, in the Council Chambers at City Hall.

Call to Order:

The meeting was called to order at 7:00 pm by Mayor Brent Teske.

The Pledge of Allegiance was completed, and Roll Call commenced. Present were Mayor Teske, Councilors Williams, Beach (via Zoom), Dufficy, Smith, Taylor, Zimmerman, and City Clerk/Treasurer Samuel Sikes.

Mayor Teske welcomed all present and prayer was offered by Bill Sonntag.

Announcements:

None.

Committee Reports:

City Administrator's Report: Mayor Teske reported that the City Administrator was on vacation with nothing to report.

Fire: Councilor Zimmerman reported 8 calls for April with 5 in the Rural Area and 3 outside. All calls were grass fires. The Fire Department is still waiting on word about the grant to replace the SCBA equipment and have requested two additional fire hydrants be placed by the Venture Inn with the new water main going in.

Police: Chief Kessel reported that the transition to the new record management system is going well. In April there were 228 calls for service with 14 arrests and 19 citations as compared to 143 calls, 1 arrest, and 4 citations last year. There were 5 Ordinance violations issued in April and 7 so far in May for mostly weeds and trash.

Chief Kessel also reported that Officer Pape had completed 40 hours of Crisis Intervention training to deal with how to de-escalate mental health issues. Officer Buckner has completed 24 hours of Drug Intervention training which completes the training for every officer now serving. This has led to 3 or 4 search warrants being served a month, mostly on vehicles for illegal drugs.

Councilor Smith asked why the numbers had raised so dramatically since last year and questioned what the numbers were when compared to the previous few years. Chief Kessel responded that the numbers increased after the COVID lockdowns were lifted and was also interested to compare the current numbers to that of the pre-COVID years.

Resolution/Ordinances: None.

Lights/Streets/Sidewalks: None

Building: None.

Water/Sewer: Mayor Teske reported that a major water leak had been fixed on Utah.

Zoning Commission: Councilor Smith reported that the Commission had produced a memo from the last meeting giving opinions on the zoning for the Golf Course. The housing portion will be re-zoned as Residential B and the actual course zoned as Park District. The next step is to have a Public Hearing.

Mayor Teske informed the Council that the closing of the CVGC sale was pushed back to the end of the month and Councilor Smith reported that there would not be a Zoning Commission meeting in June due to the lack of members being available.

Cemetery/Parks: None.

Finance: Mr. Sikes reported that work has begun on the annual budget.

KRDC: None.

City-County Board of Health: As Amy Fantozzi was not present, Mayor Teske read an e-mail report that read.

“Last week we (the Board of Health) had a work meeting. There were no decisions made at this meeting. Dan Clark from MSU met with us to go over meeting procedures and discussed ground rules for meetings.

The CDC issued updated recommendations last week, stating that fully vaccinated people no longer need to wear a mask or physically distance (except where required by local rules or businesses) or test after a known exposure. Dr. Black and the Health Department fully support this revised guidance.”

Park District Manager: Mayor Teske reported that Tony Petruscha has plans for a parking lot to be placed by the Dam that would be given to the City Engineer once submitted.

Public Comment on Non- Agenda Items:

None.

New Business:

Receive initial proposal for the Logger Trail.

Mark Andreessen presented a plan for the Logger Trail that would basically connect existing walking paths by placing new sidewalks in strategic areas. Discussion was held on the critical areas of need and referenced previous works. It was pointed out that this is a complicated undertaking, and all agreed that the next steps were to involve the County Commissioners and to “dust off” the existing City Sidewalk Plan.

Councilor Smith spoke to the previous Balsam St. Grant and suggested a comprehensive plan be made to include the County, State, homeowners, and City in adopting a sidewalk improvement plan.

Mayor Teske requested that Councilor Beach work with the City Administrator to update the current sidewalk plan which was agreed to.

During public comment Sandy Moog, 1014 Utah, expressed complete support for the Logger Trail and volunteered to go door to door to gather support if there was a survey sheet. Sandy also requested that the public be educated in how to be proper pedestrians, including those in wheelchairs, on topics such as how to travel facing traffic.

Mayor Teske confirmed that Councilor Beach would create a survey and Chief Kessel would place public service announcements in the local papers on pedestrian protocols.

Tina Oliphant expressed full support for the Logger Trail and discussed the “walkability” of the Libby community. Future upgrades to the existing walking paths were discussed.

Mayor Teske ended the discussion of the Logger Trail by having Mark Andreessen commit to speaking with the County and returning for a meeting after Councilor Beach updates the Sidewalk Plan.

Adopt Resolution 1982 – Join State 457(b) Deferred Compensation Plan.

Mayor Teske read over the Plan, mentioning that the State had completed the resolution, and asked the City Attorney for an opinion. Dean Chisholm stated that, although not an expert, there were no problems present.

Mayor Teske asked the City Clerk/Treasurer to speak to the Plan. Samuel Sikes reported that there would be no cost to the city and that employees “may voluntarily choose to participate.” By adopting this Resolution, the city employees may not contribute to any other 457 plans and the State Public Employees’ Retirement Board will facilitate and run the plan.

Councilor Smith **MADE A MOTION** to adopt the Resolution and Councilor Zimmerman **SECONDED**.

Mayor Teske stated that this was a good opportunity for the employees to have access to and all the Councilors agreed.

Councilors Williams, Beach, Dufficy, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Adopt Agreement with Montana State Public Employees’ Retirement Board.

Mayor Teske read over the Plan then asked the City Clerk/Treasurer to speak to the Agreement. Samuel Sikes reported that there were two parts to the Agreement concerning the city and the Board responsibilities.

The city agrees to make all payments within 5 days of withholding, ensure employees are within the maximum IRS contributions, and that the employees are not contributing to other 457 Plans. The Board agrees to be the plan manager that is not responsible for losses and to adjust the participants account daily to add all dividends and interest.

Councilor Smith asked if adopting the agreement would add to the Clerk/Treasurer's workload to which Samuel Sikes answered that it would all be done electronically and not cause undue burden.

Councilor Smith **MADE A MOTION** to adopt the Agreement and Councilor Beach **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Approve all business licenses received to date.

Mayor Teske read through the applications for: Cherished Memories, Crystal Clean, Vacation Property Services, Hello Sunshine, and K ver Painting.

Councilor Smith **MADE A MOTION** to approve the licenses and Councilor Williams **SECONDED**.

The Council discussed Hello Sunshine as to exactly what a mobile spray tanning business was.

Councilors Williams, Beach, Dufficy, Smith, and Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Unfinished Business:

IP negotiations.

Mayor Teske reported that an e-mail was sent out today and the city was waiting on IP's response.

Approve location for vault toilet at the Cross-Country Ski Course. (Tabled)

Mayor Teske reported that the architectural drawings for the toilet were now in the hands of an engineering firm and would be looked at by the City Engineer once completed. In other words, there is still no movement on the toilet.

General Comments from Council:

Mayor Teske agreed to reach out when Councilor Williams questioned the status of the Source Water Plan after the meeting with Kristy Kline.

Mayor Teske updated the Council on the fact that the city was waiting on the surveying and engineering prior to fixing the sluffing road going to the Dam.

Adjournment:

Councilor Williams **MADE A MOTION** to adjourn, and Councilor Smith **SECONDED**.

Councilors Williams, Beach, Dufficy, Smith, and Taylor, and Zimmerman voted **FOR**.

MOTION PASSED.

Meeting adjourned at 7:48 pm.

Mayor Brent Teske

Attest; _____

Clerk/Treasurer Samuel Sikes

PARKING SPACE LEASE AGREEMENT

This Parking Space Lease Agreement (this "*Agreement*") is made and entered into as of May __, 2021, (the "*Effective Date*") by and between Flathead Electric Cooperative, Inc., a Montana rural electric cooperative with its principal place of business in Libby, Montana ("*Lessee*"), and the City of Libby, a Montana non-profit corporation, likewise with its principal place of business in Libby, Montana ("*Lessor*").

RECITALS

WHEREAS, Lessee is in the business of providing electric energy for sale to its members and incident thereto has installed electric vehicle charging stations ("*Charging Stations*") to encourage the use of electric vehicles; and

WHEREAS, Lessor has entered into an agreement with the City of Libby giving Lessor control over the use of certain parking spaces on the streets of the city, and

WHEREAS, Lessor desires for Lessee to place two (2) electric vehicle charging stations at parking spaces which it controls in the City of Libby located at _____ (the "*Leased Premises*"); and

WHEREAS, Lessor and Lessee enter into this Agreement to provide for (a) the lease by Lessee from Lessor of that certain portion of the Premises depicted on Exhibit A (the "*Leased Premises*") for the installation and maintenance of two (2) electric vehicle charging stations

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Lease of Leased Premises.** Lessor hereby leases to Lessee the Leased Premises, which includes **two (2)** parking spaces and approximately [**fifty (50)**] square feet of space immediately in front of such parking spaces in order for Lessee to construct and operate Charging Station(s) to the extent necessary to provide electric vehicle charging services. During the Term, Lessee shall have full possession and control of the Leased Premises.

2. **Possession.** The first date when Lessee may enter the Leased Premises and begin construction (as set forth in Section 3), and thereafter the operation, of the Charging Stations is [_____], 2021.

3. **Rent.** The respective undertakings of the parties provided for in this Agreement shall provide sufficient consideration for the performance of the parties' obligations; no monetary rent shall be required to be paid by Lessee to Lessor during the term of this Agreement.

4. **Construction on the Leased Premises.** Upon delivery of possession of the Leased

Premises to Lessee, Lessee shall, at its sole cost and expense, construct improvements and install two electric vehicle charging stations on said premises as described in Exhibit B.

5. **Utilities.** Lessee shall provide all electricity for the operation of the Charging Stations, at Lessee's sole cost and expense.

6. **Term.** The initial term of the Agreement shall expire [**ten (10)**] years from the Effective Date (the "**Initial Term**"). Lessee shall have the right to extend the Agreement and such extension shall be for an additional period of [**five (5)**] years (the "**Renewal Term**" and together with the Initial Term, the "**Term**"). Following the Renewal Term, any further renewals will be subject to mutual agreement between Lessor and Lessee. To extend the Initial Term, Lessee shall deliver written notice of such extension to Lessor no later than thirty (30) days prior to the expiration of the Initial Term. In the event of a sale or transfer of the Premises or Leased Premises by Counterparty while the Agreement is in effect, this Agreement, including Lessor's obligations and duties hereunder, shall be conveyed with the Premises or Leased Premises.

7. **Use.** Lessee shall use and occupy the Leased Premises during the Term for solely for the operation of the Charging Stations. All use of the Leased Premises by Lessee shall comply with applicable codes, laws, and ordinances.

8. **Operation of Charging Stations.** Lessor shall have no right to any revenues or payments relating to the operation of the Charging Stations installed at the Leased Premises, either from Lessee or from any third-party.

9. **Maintenance.** Lessee shall be responsible for maintaining the Charging Stations and Lessor shall not have any liability for damage to the Charging Stations unless such damage is caused by Lessor's gross negligence or willful misconduct. Notwithstanding the foregoing, Lessor's normal responsibility to maintain and secure the common areas of the Premises shall also apply to the Leased Premises, such as debris and garbage collection and removal and snow removal. Lessor agrees to coordinate any maintenance with Lessee to ensure that the Charging Stations remain available as much as is reasonably feasible.

10. **Lessor Covenants.** Lessor represents that it has the right to lease the Premises and that this Agreement does not violate any agreement, lease or other agreement of Lessor. Lessor shall not take any action that would impair or interrupt the use of the Leased Premises. Lessor agrees to notify Lessee within a commercially reasonable time if (a) it has knowledge of third-parties impairing or misusing the Leased Premises or Charging Stations, or (b) it obtains knowledge of a needed repair to the Leased Premises or Charging Stations. If motorists who do not utilize the Charging Stations repeatedly park in the parking spaces in the Leased Premises, thereby impairing use of the Charging Stations, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt. Lessor shall use commercially reasonable efforts to actively monitor the Leased Premises to ensure that use of the Charging Stations is not impaired.

11. **Alterations.** Except for the construction and maintenance of the Charging Stations, Lessee shall not make any alterations, changes in or additions to the Leased Premises without the prior written consent of the Lessor, which such consent shall not be unreasonable withheld.

12. **Signage.** Lessee shall be entitled to install signage at the Leased Premises to identify the Charging Stations. The location of any such signs on the Premises shall be agreed upon by Lessor and Lessee in good faith.

13. **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Lessee may not assign, license, or otherwise transfer, in whole or in part this Agreement without the Lessor's written consent first being obtained.

14. **Default.** After material breach by either party to this Agreement, the other non-breaching party can terminate this Agreement on 10 days' written notice if such breaching party has not cured such default within 30 days after first notice of such breach by the non-defaulting party. Neither party shall be liable for, and each party hereto expressly releases the other party from, indirect, consequential, special, or punitive damages, including, without limitation, lost sales or profits damages.

15. **Indemnification.** Except to the extent of any gross negligence or willful misconduct of Lessor, Lessee hereby agrees to indemnify, hold harmless and defend Lessor, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to Lessee's use of the Leased Premises. Except to the extent of any gross negligence or willful misconduct of Lessee, Lessor hereby agrees to indemnify, hold harmless and defend Lessee, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to Lessor's actions related to the Leased Premises.

16. **Insurance.** Each of Lessor and Lessee shall carry commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million Dollars (\$5,000,000). A certificate evidencing such insurance shall be delivered by one party to the other party hereto as may be requested by the other party hereto.

17. **Environmental Matters.** To the best of Lessor's knowledge, Lessor believes that the Leased Premises shall be delivered free of environmental contamination. Lessee shall have no liability for any environmental contamination unless caused by Lessee, its agents, employees or contractors. During the Term, Lessor is responsible for remediating any pre-existing contamination or any contamination not caused by Lessee, its agents, contractors or employees.

18. **Notices.** All notices required or permitted to be given by or pursuant to this Agreement, shall be given in writing in the English language. All such notices and advices shall be: (a) delivered personally, (b) delivered by email to the appropriate email address set forth below provided receipt is acknowledged by the addressee by email originated by the addressee or other written means, or (c) delivered by U.S. Registered or Certified Mail, Return Receipt Requested mail All such notices, unless otherwise specifically provided herein for the exchange of particular information, all other communications related to this Agreement shall be given as follows:

If to Lessor: City of Libby

If to Lessee: Flathead Electric Cooperative, Inc.
Attn: General Manager
2510 Hwy. 2 East
Kalispell, MT 59901
E-mail: M.Johnson@flathead.coop

19. **Entire Agreement.** This Agreement is the entire agreement of the parties hereto respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

20. **Additional Representations of each Party.** Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon her, his or its own knowledge and investigation. No party hereto has relied upon any representation or warranty of any other party hereto except any such representations or warranties as are expressly set forth herein. Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

21. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

22. **No Partnership.** Nothing in this Agreement shall be construed to create a partnership or joint venture, nor to authorize any party hereto to act as agent for or representative of any other party hereto. Each party hereto shall be deemed an independent contractor and no party hereto shall act as, or hold itself out as acting as, agent for any other party hereto nt.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above written.

LESSEE:

Flathead Electric Cooperative, Inc.

By: _____

Name: Mark Johnson

Title: General Manager

LESSOR:

City of Libby

By: _____

Name:

Title: _____

EXHIBIT A

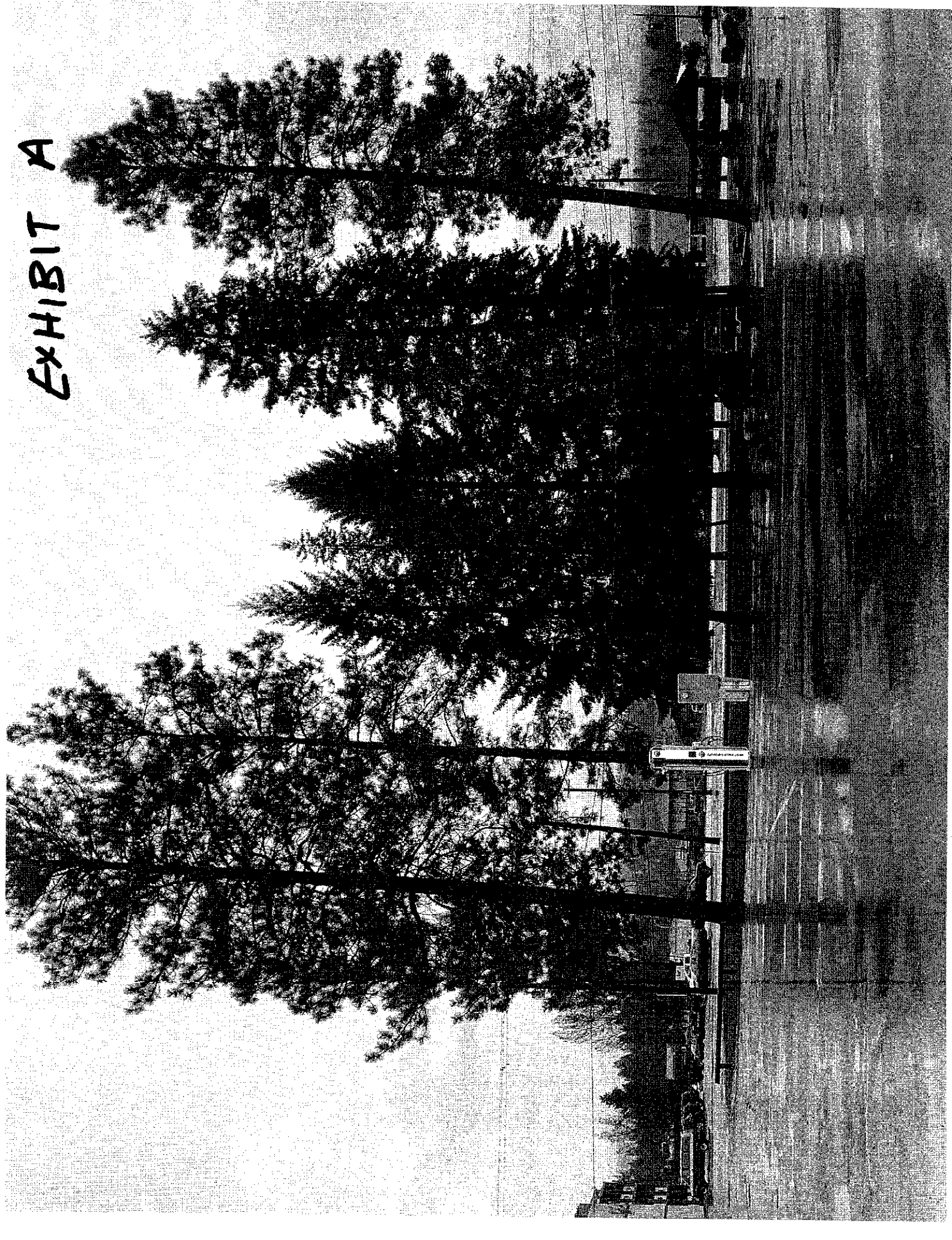
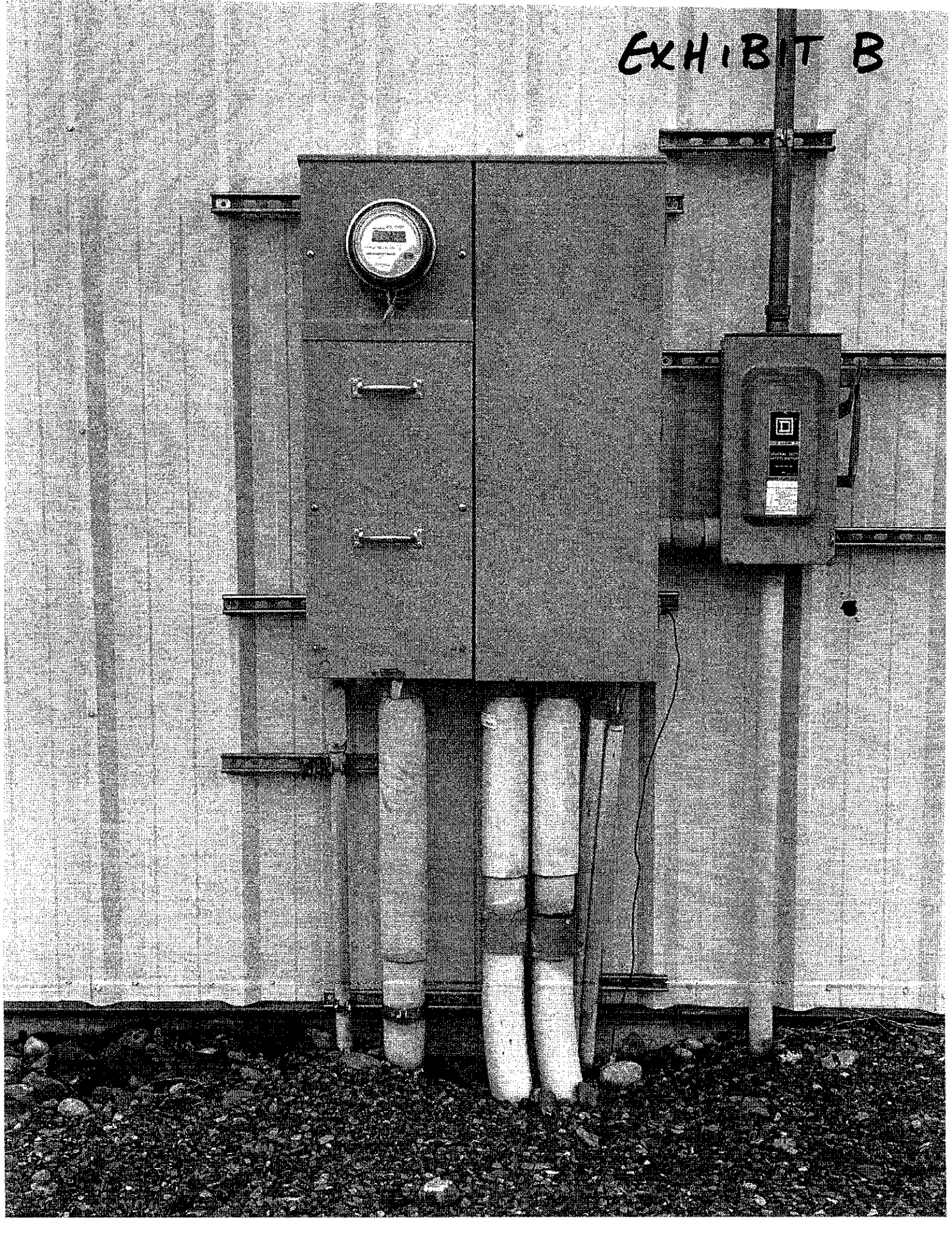


EXHIBIT B



Construction Specifics

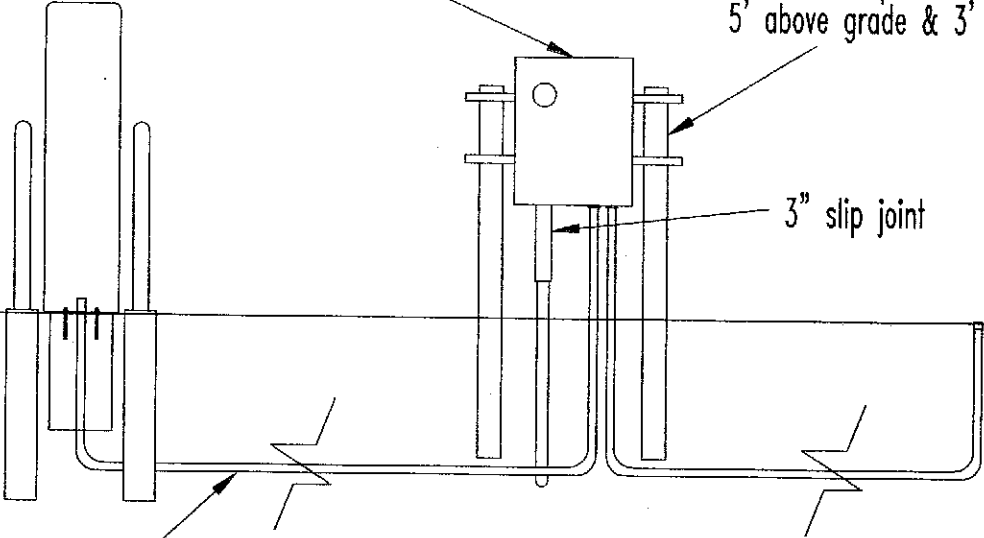
Electrician

CL320 meterbase
per FEC non-residential spec
80 Amp breaker for charger
Provisions for a future 80 Amp breaker

6x6 Treated post & unistrut
5' above grade & 3' buried

3" slip joint

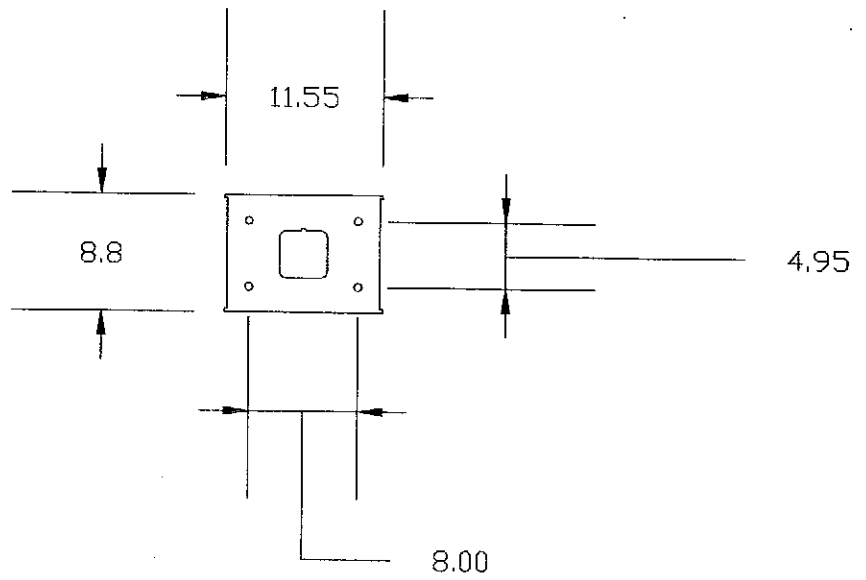
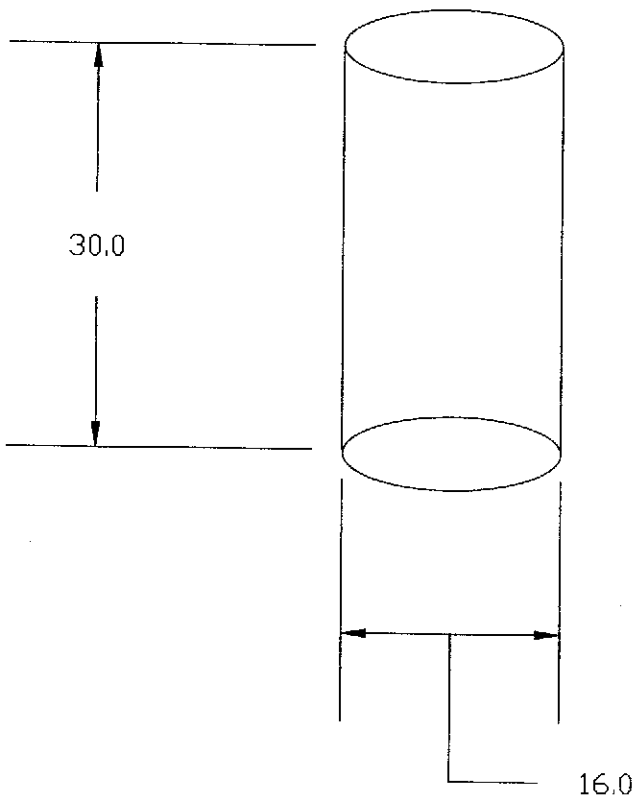
Grade



Pull and terminate conductor per NEC from meterbase to charger for 30.8 kW load. Ground meterbase per FEC and charger per ZEFnet & NEC requirements.

Construction Specifics

Base Details



Use four 8" bolts with 0.5" thread
Galvanized, or stainless steel
Leave 1.5" exposed
Cut plywood to pattern shown to hold bolts

Construction Specifics

General Contractor

FEC Pole 3031047403

FEC to upgrade transformer and pull wire from pole to meterbase in contractor installed conduit.

3" Grey Schedule 40 Conduit from pole location to meterbase with pull rope. Long radius sweep on both ends.

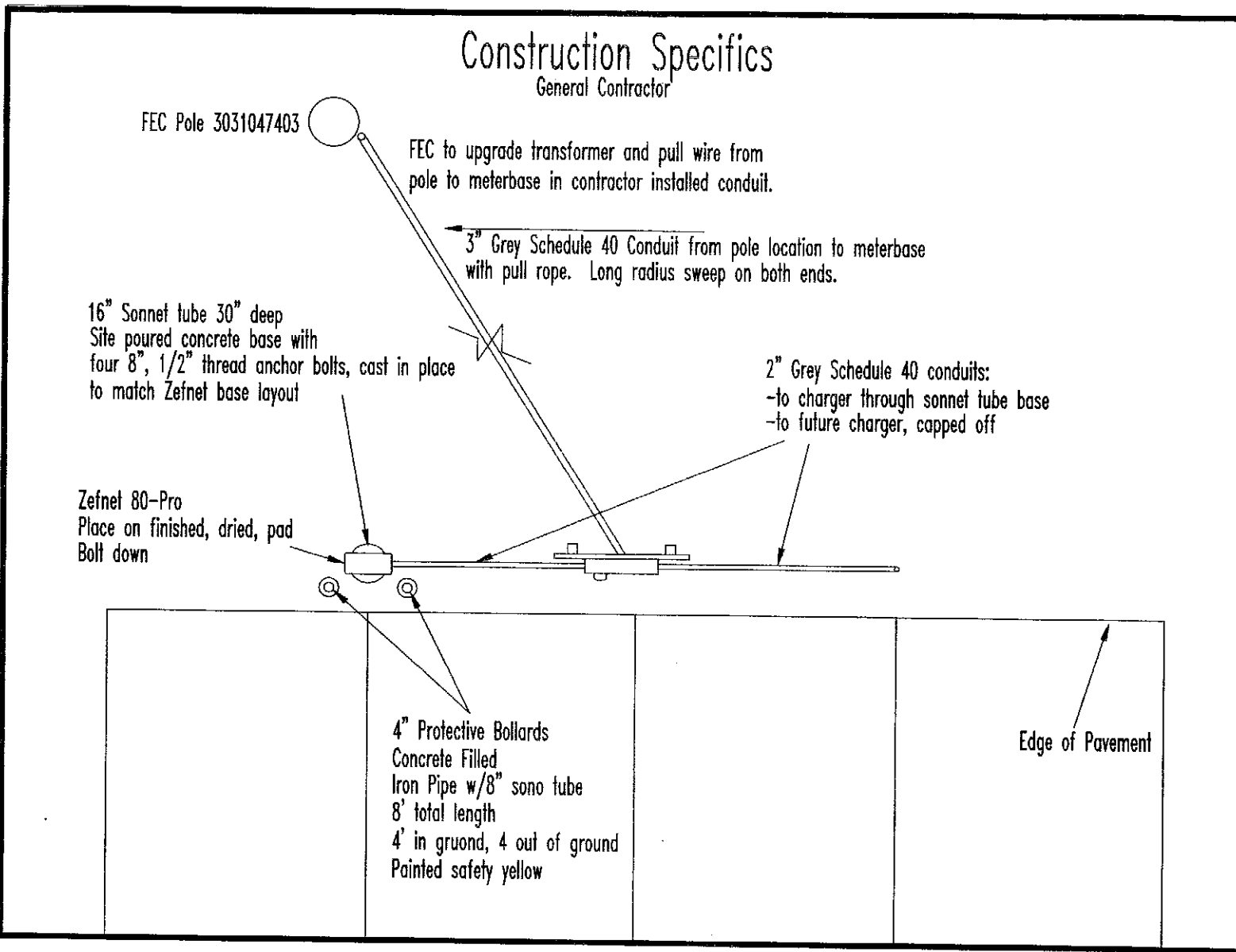
16" Sonnet tube 30" deep
 Site poured concrete base with four 8", 1/2" thread anchor bolts, cast in place to match Zefnet base layout

2" Grey Schedule 40 conduits:
 -to charger through sonnet tube base
 -to future charger, capped off

Zefnet 80-Pro
 Place on finished, dried, pad
 Bolt down

4" Protective Bollards
 Concrete Filled
 Iron Pipe w/8" sono tube
 8' total length
 4' in ground, 4' out of ground
 Painted safety yellow

Edge of Pavement



CITY ATTORNEY CONTRACT

THIS AGREEMENT is made to be effective the 6th day of June 2021, by and between the City of Libby, Montana (“the City”), and Chisholm & Chisholm PC (the “Firm”).

In consideration of the respective undertakings of the City and Firm set forth below, the City and Firm agree as follows:

1. Employment. The City hereby employs the Firm, and the Firm accepts such employment and agrees to perform services for the City, for the period and upon the other terms and conditions set forth in this Agreement.

2. Term of Employment. The term of the Firm's employment pursuant to this Agreement shall commence on June 6, 2021, and shall terminate on June 5, 2023, unless mutually renewed by both parties.

3. Position and Duties.

3.01 Service with Employer. During the period of employment, the Firm agrees it will provide the following standard services in consideration for the amount set forth in Section 4 below: attend one regular meeting of the city council per month and give such legal advice to the council or to any councilman, the mayor, city clerk, or any other city official that shall be requested of it on appropriate legal matters as they may arise, to prepare all ordinances and resolutions that may be required or desired, to prosecute misdemeanor criminal offenses on behalf of the city in city court, and to be available for consultation or legal advice to the mayor and councilman or any other city official. The Firm has no duty to prosecute or defend officials of the City if such representation is adverse to the City. The Firm has no duty to provide advice and services requested by one or more City officials if the advice or services are not for the City as a whole. In other words, the Firm's duties and obligations are to the City rather than to provide advice and advocate for City officials. The purpose of the foregoing is to prevent the Firm from becoming a go-between party and to allow the Firm to remain neutral and provide neutral services when there are disputes between the City officials.

During the period of employment, the Firm agrees to provide and the City agrees to have Firm perform the following non-standard services at the Firm's hourly rate of \$225 per attorney hour and \$120 per hour for paralegal services: handle appeals from city court, and criminal and civil litigation and claims involving the City, general obligation bond issues and revenue bond issues, litigation or appearance in courts of record, prosecution on behalf of the city in justice court or district court for offenses occurring within the city, appearances before federal or state commissions, regulating bodies, or administrative tribunals, special assessment work, zoning and legal work in connection with federal or state or municipal projects. If the City needs additional services of an attorney, including or if a third party has an obligation to defend the City, the City will cause the Firm to be first choice to represent the City. The Firm should attempt to schedule additional services

on days it is present in Libby to its normal services in an attempt to avoid travel time. Hourly rates are subject to annual increase, occurring on or about January 1st of each year.

3.02 Performance of Duties. The Firm agrees to serve City faithfully and to the best of its ability; provided, however, that the Firm may engage in other activities to the extent that such other activities do not inhibit in any material way or prohibit the performance of the Firm's duties under this Agreement, or inhibit in any material way the business of the City and its subsidiaries. In the event the Firm has or does represent a client where there may be a conflict with the Firm's representation of the City, the City will either consent there is no conflict of interest or request the Firm not to represent the City on that matter. The City shall employ other counsel while there is a conflict and pay the cost of the alternate attorney.

4. Compensation.

4.01 Monthly Compensation. The City shall pay the Firm Six Thousand Five Hundred Seventy Six and 90/100 Dollars (\$6,576.90) per month as base compensation. This amount is subject to an annual cost of living adjustment in June based on the consumer price index change as of the preceding April.

4.02 Participation in Other Benefit Plans. During the Period of Employment, The Firm will not be entitled to participate in the City's retirement plans, major medical, hospital, surgical, disability, life insurance and dental plans.

4.03 Expenses. The City will not reimburse the Firm for its expenses in handling the matters covered in Section 3.01 above, including city court matters and standard duties for the mayor and council. The City will reimburse the Firm for expert or witness fees or costs. The City will reimburse the Firm for costs and expenses associated with non-standard matters, including court costs and fees, all travel, experts, witnesses, depositions, and other similar or expenses.

4.04. Payment and Billing. The City will automatically pay the Firm on the first Monday of the month for the previous month's services beginning June 7, 2021. If necessary, at the end of the relationship, the monthly amount shall be prorated according to the days worked since the last monthly payment. The Firm will send the City periodic statements, describing additional services performed, and stating fees and other charges. Payment will be due on receipt.

5. Taxes. All payments to be made to the Firm under this Agreement will be gross of required withholding of federal, state and local income and employment taxes.

6. Miscellaneous.

6.01 Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Montana.

6.02 Prior Agreements. This Agreement contains the entire agreement of the parties relating to the employment of the Firm by City and the other matters discussed herein and supersedes all prior agreements and understandings with respect to such subject matter, and the parties hereto have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein.

6.03 Attorney Fees. The court shall award attorney fees and costs, including fees and costs for collecting and establishing the reasonableness of fees to the prevailing party of any dispute to interpret or enforce this Agreement.

6.04 Amendments. No amendment or modification of this Agreement will be deemed effective unless made in writing and signed by each party hereto.

6.05 Assignment. This Agreement may not be assigned without the prior written consent of the parties.

6.06 Severability. To the extent that any provision of this Agreement shall be determined to be invalid or unenforceable, the invalid or unenforceable portion of such provision will be deleted from this Agreement, and the validity and enforceability of the remainder of such provision and of this Agreement will be unaffected.

6.07 Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute one and the same instrument.

6.08 Headings. The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, The Firm and City execute this Agreement as of the date set forth in the first paragraph hereof.

EMPLOYER:
City of Libby, Montana

By: _____
Brent Teske, Mayor

THE FIRM:

By: _____
Dean Chisholm, Chisholm & Chisholm PC

INTERLOCAL AGREEMENT BETWEEN LINCOLN COUNTY AND
THE CITY OF LIBBY, MONTANA TO PROVIDE CITY COURT
FACILITIES AND SERVICES

AGREEMENT IS MADE by and between the City of Libby, Montana, hereinafter referred to as “the City” and Lincoln County, a political subdivision of the State of Montana, hereinafter referred to as “the County”, pursuant to the terms of the Interlocal Cooperation Act, § 7-11-101, Mont. Code Ann.(MCA) et seq., and § 3-11-205, MCA; that in consideration of the mutual covenants set forth herein including the monetary consideration specified, the County will provide the City for use in connection with the operation of its city court , the office space, supplies and services specified herein.

1. Term. The term of this agreement shall begin July 01, 2021 and shall end June 30, 2022. Upon renewal, the term of the agreement shall be one year, beginning on July 1 and ending on June 30.
2. Renewal. Unless either party advises the other in writing of its intention to terminate this agreement within thirty (30) days before or after July 1st, this agreement shall be automatically renewed for a period of one (1) year to June 30 of the following calendar year.
3. Consideration. As payment for the services, supplies & office space provided pursuant to this agreement, the City agrees to pay the County \$33,672.24 per year. Due and payable on or before June 30, 2021 and tendered to the Lincoln County Treasurer. This amount reflects a two percent employee wage increase over the previous agreement.
4. Services. The Lincoln County Justice of the Peace shall be appointed City Court Judge and shall assume all the powers, duties and responsibilities designated to City Court Judges under Title 3, Chapter 11, MCA. Clerical personnel employed in the Lincoln County Justice Court will perform work on City Court cases as directed by the City Court Judge including answering telephone or in person inquiries from defendants, attorneys, or members of the public, preparing notices, judgments, orders and other court document, receipting, depositing, and overseeing payment for the City of all monies collected and due and payable in connection with adjudicated City Court cases. The services will be provided during regular office hours at the Lincoln County Annex. The clerical personnel assigned to complete work on behalf of the City will be determined solely by the Lincoln County Justice of the Peace. In performing such duties Justice court personnel will have all authority of acting City Court Clerks. The City of Libby will be responsible for all costs associated with a jury trial held by the City Court.

INTERLOCAL AGREEMENT BETWEEN LINCOLN COUNTY AND THE CITY OF LIBBY, MONTANA TO PROVIDE CITY COURT FACILITIES AND SERVICES

5. Budget. The monies paid by the City to the County will be anticipated as revenue in the budget of the Lincoln County Justice Court approved annually by the Lincoln County commissioners. The county will be sole responsible for apportioning the funds received hereunder to salaries, state, and federal tax withholding, retirement system contributions, social security, workers compensation and other necessary and required payroll obligations as well as supplies and services attributable to work being done on behalf of the City.
6. The County will be responsible for all cost associated with properly training personnel employed by the Lincoln County Justice Court performing work on behalf of the City. Equipment purchased by the County and used exclusively for the handling of City Court cases will be delivered to the City upon termination of this agreement. All other equipment and supplies will remain the property of the County.
7. Entire Agreement. This Interlocal Agreement comprises the entire contract between the parties with respect to the provision of services, supplies, office space and equipment to the City by Lincoln County and Lincoln County Justice Court and supersedes any and all prior agreements on this subject whether oral or in writing. The parties agree that no amendment to any provision of this agreement will be valid unless it is reduced to writing and signed by each of them.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written. In cause same to be filed with the Lincoln County Clerk and Recorder and the Montana Secretary of State pursuant to the provisions of § 7-11-107, MCA.

LINCOLN COUNTY BOARD
OF COMMISSIONERS

ATTEST

By: Chairperson

Lincoln Co. Clerk & Recorder

CITY OF LIBBY

ATTEST

By: Mayor

Libby City Clerk