



## CITY OF LIBBY

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### REGULAR COUNCIL MEETING #1619

DECEMBER 19, 2022 @ 7:00PM

COUNCIL CHAMBERS – CITY HALL

#### **CALL TO ORDER:**

- Pledge of Allegiance
- Prayer by Bill Sonntag
- Roll Call
- Welcome
- Approve City Council Public Hearing minutes dated December 5, 2022 and City Council meeting #1618 minutes dated December 5, 2022.

#### **ANNOUNCEMENTS:**

#### **COMMITTEE REPORTS:**

- City Administrators Report
- Fire
- Police
- Ordinances
- Lights/Streets/Sidewalks
- Building
- Water/Sewer
- Zoning Commission
- Cemetery/Parks
- Finance
- 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 Draft Resolution of Intention to adopt the City of Libby 2022 Growth Policy Update.
2. Approve the Memorandum of Agreement between City of Libby and Lincoln County Sheriffs Office regarding law enforcement services.
3. Approve Montana Sky proposal to update City phone system and internet.
4. Approve mayor to enter into master service agreement with WWC Engineering.
5. Approve WWC work order #1 to update the Subdivision Regulations.
6. Approve WWC work order #2 for On-Call Planning Services.
7. Approve all Beer, Wine or Liquor Licenses received to date.
  - a) Black Board Bistro, 803 Mineral Ave.
  - b) Cabinet View Country Club, 458 Cabinet View Rd.
  - c) Libby Quik Stop, 120 W. 9<sup>th</sup> St.
  - d) Mint Bar, 110 Mineral Ave.
8. Approve all Coin Operated Licenses received to date.
  - a) Mint Bar, 110 Mineral Ave.
9. Approve all claims received to date.
10. Approve all business licenses applications received to date.
  - a) Cash on Hand Coin Rings & Things, 1326 Cabinet Ave, Individual, coin rings and coin jewelry.
  - b) Grace Property Management, 205 California Ave, LLC, Property Management.
  - c) Grace Electronics, 205 California Ave, LLC, Electronic Repair, Sales and Service.
  - d) Heike's Cleaning Service, 307 W 2<sup>nd</sup>, Individual, House Cleaning.
  - e) Millard Construction, 4160 Hwy 37 #33, Individual, general construction.

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

1. IP negotiations.
2. LOR South Flower Creek/Old Snowshoe Recreation Development Plan.

**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:** 12/15/22

## **UNAPPROVED MINUTES**

Libby City Council held a public hearing Monday, December 5, 2022, at 6:00pm in Council Chambers at City Hall to review and solicit public comment on the proposed City of Libby Growth Policy updates prior to the City Council Passing a resolution of intention to adopt the draft document.

### **CALL TO ORDER:**

Mayor Williams called the meeting to order at 6:00 pm.

The Pledge of Allegiance was completed and Roll Call commenced. Present were Mayor Peggy Williams, Councilors Gary Beach, Melissa Berke, Zach McNew, Kristin Smith, and Brian Zimmerman, Administrator Samuel Sikes, and City Clerk-Treasurer Leann Monigold. Councilor Hugh Taylor arrived at 6:10pm.

Joel Nelson presented a visual presentation of the City of Libby Growth Policy draft #2 documents and explained the public meeting was to go over updates and changes, go through public comments, and receive City Council direction of ways to modify the resolution of intention prior to the City Council adoption. Mr. Nelson went over the table of contents to show what is included in the Growth Policy.

**PUBLIC COMMENTS:** Mayor Williams explained there seems to be some misunderstanding of annexation. The planning boundary map shown in the Growth Policy is not an annexation map, at this time there is no plan to do any large annexations especially in some of the outlying areas that would be beyond where the City could provide service. Services include water, sewer, city police protection, and streets.

Tish Silva, 275 Westland Rd, stated lives off Snowshoe Rd and is not for annexation where she lives.

Benjamin Valencourt, 1004 Wisconsin Ave., stated having other property outside city limits and is aggravated and unclear about the boundary line on the map after hearing several different things and is against annexation.

Gail Burger, 302 California Ave., requested other agencies and organizations that have done a lot of beautification work in the city receive recognition in the Plan.

Christian Gunther, Iron Rd., stated there seems to be disparity with annexation about not being planned but possible. Have not heard anything about infrastructure. Mayor Williams explained for any annexation the city would have to be able to provide services that include water, sewer, streets, police protection, and plowing, those kinds of services.

**COUNCIL DISCUSSION OF PUBLIC COMMENTS:** Councilor Smith wanted to clarify what the Growth Policy means, to put the public at ease, explained the City of Libby has had a comprehensive plan that was started in 1972. In 2010 the plan was updated, according to state law, municipalities have to anticipate for their growth so a boundary was figured in about 1 mile outside city limits to anticipate there is going to be growth. The City does not annex without the provision of services, the two must go hand-in-hand and most time when the city annexes is because someone has requested to be annexed. The Growth Policy covers multiple sections of the community such as economy, housing, and land use, among others, in order to plan what the next 10-year horizon might be and how to actively engage the entire community to keep the city moving forward and address problems as they arise.

Councilor Beach explained in order to maintain the services for the city and to secure future funding from the grants received the Growth Policy document is part of that required packet for different funding agencies. A Growth Policy must be kept up to date in order to apply for funding for future projects.

Councilor Smith stated the city has a Capital Improvement Plan in place which anticipates where those needs and upgrades to our systems are and is not extending services to areas where it is no needed.

Councilor Zimmerman explained Libby is one size but has to look to the future into what may or may not happen. In 2032 another Growth Policy Plan will be put together for more possible future changes. The city is not looking to annex anyone or anything but needs to be prepared if something like a subdivision started and requested to annex, they are responsible to extend the infrastructure to tie into the city services. The grant monies the city applies for are to help upgrade failing water and sewer systems currently within the city, not to extend services.

Mayor Williams agreed with Ms. Burger's comment, organizations like Libby Area Business Association (LABA), Garden Club, and others need to be listed as having contributed to Libby.

**WRITTEN COMMENTS:** Beth Archer- EPA highlighted pages 40, 41, and 84 for suggested updated word changes and word removal in the Growth Policy. Councilor Smith agreed to the recommended changes to pages 40 and 41 and to keep page 84 as is.

Chamber of Commerce submitted a letter, Councilor Smith stated it was much appreciated and very helpful and positive. Council discussed the Chamber letter and possible changes to add to the Growth Policy.

Dorian Boling submitted a comment about annexation.

Jon Shipley submitted a comment about annexation.

Annette Gallioto submitted a comment about sidewalks and bike trail.

Jesse Haug , County Planning Board, noticed the Community Health Center (CHC) was not identified in the policy. Council agreed they need to be added to the Growth Policy.

Jennifer Nelson submitted an email with corrections to the minutes from the October 24<sup>th</sup> Planning Board public hearing.

**COUNCIL COMMENT:** None.

**ADJOURNMENT:**

Mayor Williams adjourned the meeting at 6:57 pm.

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Mayor, Peggy Williams

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Clerk-Treasurer, Leann Monigold

## UNAPPROVED MINUTES

The City Council held Council Meeting #1618 on Monday, December 5, 2022, in the Council Chambers at City Hall.

### Call to Order:

The meeting was called to order at 7:02 pm by Mayor Peggy Williams.

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

Mayor Williams welcomed all present.

### **Approve Council Minutes #1615 dated October 17, 2022, Council Minutes # 1616 dated November 7, 2022, and Council Minutes #1617 dated November 21, 2022:**

Councilor Beach **MADE A MOTION** to approve Council Minutes #1615 dated October 17, 2022, Council Minutes # 1616 dated November 7, 2022, and Council Minutes #1617 dated November 21, 2022, and Councilor Smith **SECONDED**.

DC Orr, 1117 Nevada Ave, inquired about having his wording amended in #1616 Council minutes. Council did not amend.

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

### **MOTION PASSED.**

Announcements: None

### Committee Reports:

**Administrator:** Administrator Sikes reported the Water Treatment Plant is being quiet with it being winter and newest hire Brad Lee is doing great and fitting right in. Sewer Plant's underground storage tank was removed and pouring of concrete pad has been postponed due to weather and plowing but up to State standards so does not have to be done this year.

The new Building Permit Regulation and Application packet has been updated; all the information remains the same; the only changes were updating the Building Inspector's name, changing the wording for fences and obtaining a building permit from a City. An expiration of 180 day was added to the building permit application with the Building Inspector able to grant an additional 90 days as per the adopted Building Code. The Fire Chief was added to look at any new construction or major demolition to make sure there is fire flow, fire hydrants are close enough, and if a fire suppression system is needed.

**Streets Department:** Streets Supervisor Williams reported Streets Department has been identifying leaking hydrants and what needs rebuilt. Repair kits for hydrants are being ordered, some are on back order, a schedule is being created for yearly maintenance. Water meters that were back ordered for a year, have been received and more have been ordered due to the amount of time it takes to receive them.

Plowing and cleanup went well this early in the winter and a reminder to businesses not to plow snow from their parking lot into the City street berms due to unforeseen items such as wood, metal, wire, concrete parking bumpers, garbage, etc. that can cause damage to the blower during berm removal. Plowing will begin at 1-2am depending on how much time is estimated for snow levels, North-South streets no parking between 4-8am, East-West streets no parking between 8am – Noon. Snow berms down town will be moved accordingly as time allows between snow events due to limited man power, equipment, and other city needs. Snow plowing will begin when snow levels reach 4 - 5 inches on average, if 4 – 8 inches more is expected throughout the day and night during a snow event, plowing will begin when snow stops unless it is expected to continue for more than 2-3 days plowing will be done the best possible to keep things flowing. The new snow plow purchased is working well.

A hazard tree was removed from Fireman’s Park. For public safety do not crowd City equipment operators or try to squeeze around them, stay far enough back so they can see you.

**Fire:** Councilor Zimmerman reported 14 calls received for November 2022, 3 calls city, 5 rural, and 6 outside city and rural that included 3 structure, 1 chimney, 6 mutual aid Libby Ambulance, 1 false alarm, 1 fuel spill, and 3 miscellaneous for a total of 102 calls for 2022.

**Police:** City Attorney Chisholm stated 3 city officers resigned and the city has begun an inquiry to the circumstances surrounding their resignations. Montana law prohibits the Mayor or Council from commenting on personnel matters or an inquiry at this time related to the situation, during the public comment period of the Council meeting as a reminder to everyone to follow the policies of public comment and respect the rules that have been employed to handle situations like these. Mayor Williams announced the City is working with the County to ensure all of the law enforcement shifts are covered.

**Ordinance:** Councilor Smith stated the Ordinance Committee met Thursday, December 1st to discuss some items and will have upcoming recommendations.

**Zoning/Planning:** Councilor Smith announced Zoning Commission held a meeting Monday, November 28<sup>th</sup> and will meet again December 26<sup>th</sup> to finalize changes to Residential A.



**Finance:** Clerk-Treasurer Monigold reported MMIA is in the process of updating the City's dental policy and new coverage will start January 1st, new insurance cards will be mailed out shortly after the new policy begins and preparation for the Annual Financial Report (AFR) has begun, due at the end of December. The auditors are working on getting their portion of information to be entered into the report in time to meet the deadline.

**Public Comment on Non-Agenda Items:** Dave Kemmerer, 124 Pioneer, inquired why the street lights flash yellow through the night. Mayor Williams informed Mr. Kemmerer Department of Transportation is in charge of the street lights.

Jennifer Nelson, 1026 Washington, on behalf of a neighbor, Kerry Waldron, inquired what the current status is for Wildlife Management Plan and if FWP has started with the management of deer in the city. Council Taylor responded an email was sent to Tonya but a response has not been received yet and hopes to provide an update by the next Council meeting.

Al Kelly, 163 Scenery Rd, expressed concern about being able to still access the DNRC and US Forest Service land behind the gated road for outdoor activities. Mr. Kelly suggested, if the gate gets moved, having parking available to still allow access to the area. Mayor Williams expressed thanks for the comment and stated it would be referred to Mr. Petrusha as they work on the South Flower Creek/Old Snowshoe trail plan.

DC Orr, 1117 Nevada Ave, expressed concern about learning out about the loss of half the City Police force and what financial burdens it may impose on the City, potentially causing it to go over budget, and requested transparency of financial reports be made available to the public so they know how much it ends up costing.

Tom Cole, 747 Flower Creek Rd, wanted to let everyone know there would be a live nativity scene, for the third year, December 17th and 18th in the Assembly of God Church parking lot.

Tish Silva, 275 Westland Rd, inquired about the lack of sidewalks between the Middle School and High School on Education Way and concerned about the safety for kids seen walking in the roadway asking if that could be looked into.

Mark Andreasen, 596 Parmenter Creek Rd., expressed concerns about the safety of kids on the sidewalks and stated he had spoke with several people about the sidewalks and a plan he had came up with but had not gotten anywhere with it.

Danielle Hebert, 1302 Areth Ave, (via Zoom) inquired about receiving a comment on possible pedophiles near Fireman's Park. Attorney Chisholm explained that this is a time for public comment, it is not a time for questions and answers from the Council. Ms. Hebert expressed concern about a possible pedophile near a city park.

**Old Business:** None

**New Business:**

**Growth Plan Draft-Discussion Only:** None

**Approve all Beer, Wine or Liquor Licenses received to date:**

Crosscut Casino, Gold Pan Casino, Harold's Casino, Kaiju Bar & Grill, Maggie's 2, and VFW #1548.

Councilor Zimmerman **MADE A MOTION** to approve all Beer, Wine or Liquor Licenses received to date, and Councilor Smith **SECONDED**.

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

**MOTION PASSED.**

**Approve all Coin Operated Licenses to date:**

VFW #1548.

Councilor Zimmerman **MADE A MOTION** to approve all Coin Operated Licenses received to date, and Councilor Smith **SECONDED**.

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

**MOTION PASSED.**

**Approve all claims received to date:**

Councilor Smith **MADE A MOTION** to approve all claims received to date, and Councilor Beach **SECONDED**.

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

**MOTION PASSED.**

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

Space Lift.

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

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

**MOTION PASSED.**

**Unfinished Business:**

**IP Settlement:** Mayor Williams said an email has been received from the EPA about another meeting with the Sub Committee potentially in February. Mr. Orr inquired if it would be a public meeting and was informed it would be a Sub Committee meeting.

**LORA South Flower Creek/Old Snowshoe Recreation Development Plan:** Tony Petrusha, 559 Florence Rd, Executive Manager of Libby Outdoor Recreation Association (LORA), announced the plan has been approved by the Libby Park District. Mr. Petrusha responded to the earlier comment from Mr. Kelly and explained the area inquired about with the gate is private property up to the State section and there is a plan with the developer to include public access to that area and explained different trail head location in the plan. A meeting has been setup with DNRC to reestablish a land use license for their section.

Council Taylor inquired about the parking lot on the plan and explained there are concerns about the parking lot because Council voted against it and would like to see something in the plan that states any building or projects on city property would have to be approved by the Council. Mr. Petrusha agreed to have a coordination/cooperation clause put into the plan for permission of city property use.

Mr. Petrusha gave a detailed description where the trails would run and be located and requested City Council to adopt the Recreation Development Plan as part of a template on how to move forward. Mayor Williams inquired about County approval needed for the plan. They have not yet been approached to have it on their agenda. Mr. Petrusha explained since the County is the owner of the entities and the County or City are owners of the land, transfer of the assets needs to be transferred into the County. That includes recreation property at Port Authority, bike trails down Libby Creek, fishing pond, etc. and needs to go from entities into the County's hands. An organization in the County needs to receive those recreational assets and manage them. Mr. Petrusha said this is being ironed out along with trying to get some City Council members to be involved and a Commissioner, somebody from the Libby Park District and himself to get an agreement together that will take care of recreation management at a government level.

Mayor Williams inquired about a RAC grant Ben Scott had mentioned in regards to the parking lot. Mr. Petrusha stated it was not a RAC grant it was an American Trails/Heritage Trails grant.

Teri Kelly, 163 Scenery Rd., inquired about the gated road by the golf course that leads to the reservoir where the housing development ends is where the possible request of a parking area could be located when the gate gets moved up to that section.

Councilor Taylor inquired if it was a motorized or non-motorized trail. Mr. Petrusha responded it will be non-motorized due to complying with Forest Service Rules because of their easement.

Dave Kemmerer, 124 Pioneer Rd, didn't think it was right he could not take his motorized bike on the trails.

Kenny Rayome, 1314 Dakota Ave, (via Zoom) wanted to applaud Mr. Petrusha for the work he has done with the trail project and applaud Council for holding firm on the parking lot and encouraged everyone to keep up the good work.

#### **Montana Sky proposal to update City phone system and internet:**

Mayor Williams stated Council had previously asked we look into Zippy and that was trying to be done. Clerk-Treasurer Monigold explained an email was received from Zippy but was uncertain if they fully understood the proposal request. The email stated only City Hall had Fiber and without Fiber they could not install VoIP phones. Ms. Monigold said response request would be sent back to Zippy to make sure the request was understood.

#### **General Comments from the Council:**

#### **Adjournment:**

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

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

**MOTION PASSED.**

Mayor Williams adjourned the meeting at 7:53 PM.

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Mayor Peggy Williams

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Clerk-Treasurer Leann Monigold

**RESOLUTION NO. \_\_\_\_\_**  
**A Libby City Council Resolution of Intention to Adopt the  
City of Libby 2022 Growth Policy Update,  
a proposed growth policy to replace the  
2010 City of Libby Growth Policy**

**WHEREAS**, the City of Libby adopted the 2010 City of Libby Growth Policy (2010 Growth Policy) on November 1, 2010 as a revision to the 1972 Comprehensive Plan; and

**WHEREAS**, the City of Libby determined in 2020 that it was necessary to update the 2010 Growth Policy and therefore sought and received a planning grant in 2021 from the Montana Community Development Block Grant Program (CDBG), which with additional funding sources such as from the Montana Main Street Program and a City match, resulted in the funding necessary to provide for updates to the 2010 Growth Policy; and

**WHEREAS**, Montana law, Title 76 (Land Resources and Use), Chapter 1 (Planning Boards), Part 6 (Growth Policy) of Montana Code Annotated (MCA) provides for the adoption of City growth policies and requirements for growth policies, with the applicable planning board guiding the development of a growth policy, adopting the growth policy, and recommending the proposed growth policy to the governing body, which is the City of Libby City Council; and

**WHEREAS**, the Libby City Planning Board has worked with a planning firm to develop the "City of Libby 2022 Growth Policy" (Draft 2) to meet the requirements of Montana law and to guide future growth and development within the City of Libby and surrounding planning area; and

**WHEREAS**, to date, the update process has followed the procedural requirements for growth policies as outlined by Montana law; and

**WHEREAS**, to date, the growth policy revision process has followed the revision process guided by the 2010 Growth Policy; and

**WHEREAS**, 76-1-602, MCA requires that prior to the submission of the proposed growth policy to the governing body, the Planning Board shall give notice and hold a public hearing on the growth policy, with notice of the time and place of the hearing published in a newspaper of general circulation in the jurisdictional area; and

**WHEREAS**, notices of the October 24, 2022 public hearing were published in October 11 & 14, 2022 editions of The Western News, a newspaper of general circulation in the jurisdictional area; and

**WHEREAS**, on October 24, 2022 the Libby City Planning Board held a public hearing to accept

public comment and elicit recommendations and suggestions on the City of Libby 2022 Growth Policy, Draft 2; the written comments and a summary of the comments received at the City Planning Board's public hearing are attached to this Resolution of Intention; and

**WHEREAS**, on October 24, 2022 after the public hearing, the Libby City Planning Board considered the recommendations and suggestions elicited at the public hearing, and the Planning Board adopted the City of Libby 2022 Growth Policy, Draft 2, subject to the following changes to be considered by the governing body to address the public comments and Planning Board concerns (underlined = additions; ~~striketrough~~ = delete):

1. On Page 51 (Public Facilities), change the last sentence of the second paragraph as follows: "In order to accommodate future growth, regular assessment and maintenance of the City's existing capital facilities is required. Necessary improvements to those facilities to maintain the level of service ~~when~~ before accommodating additional users is identified in the City's Capital Improvements Plan along with anticipated funding sources." (as suggested by Lere Busch, 10/24/2022).
2. Add an Action T-h to Table 10 on Page 79 that states "Pursue a transportation plan" to promote Goal T-4 to improve the *safety* of City streets. Importance of the action is to be "1", Timeframe "2", and Partners MDT and Lincoln County (LCo).
3. Add an action to Table 13 on Pages 83 and 84 to "Implement the City's Source Water Protection Plan". Importance of the action is to be "1" and Timeframe "1". (Note: Partners not identified, but addressed in the Source Water Protection Plan.)
4. Add an action to Table 13 on Pages 83 and 84 to "Implement the City's Wildlife Management Plan". Importance of the action is to be "1" and Timeframe "O" (on-going). (Note: Partners not identified, but addressed in the Wildlife Management Plan.)
5. Move Action P-i (As streetlights need replacing, replace with downward directional lights.) to the Natural Resources Goals and Actions Table 13 on Pages 83 and 84 and renumber the tables.
6. Modify Action L-e in Table 12 (Page 82) to state, "Provide for flexible building heights to allow for higher density development if effects on public health and safety, viewshed, and the natural environment are addressed while observing established building height limits."
7. Add an Action P-n to Table 14 on Page 86 to "Support active recruitment of veterinary services." Importance of the action is to be "1", Timeframe "1", and Partners JS, LCo, Ch, FVCC.
8. Add an Action to Table 12 on Page 82 to "Identify areas for higher density development and multi-family housing and consider updating the zoning code accordingly." Importance of the action is to be "1", Timeframe "1". Partners TBD. The action is to be placed as Action L-f, with the subsequent actions renumbered accordingly.

and

**WHEREAS**, the Libby City Planning Board further recommended the City Council consider taking on the addition of identifying areas of potential annexation and what infrastructure would be necessary to provide services to the potential areas of annexation; and

**WHEREAS**, the City of Libby 2022 Growth Policy, Draft 2, was submitted to the City of Libby City Council with a Planning Board Resolution to recommend adoption of the updates to the 2010 Growth Policy as described herein, subject to the above changes recommended by the Planning Board; and

**WHEREAS**, on December 5 & 19, 2022, the City Council held noticed public meetings to accept public comment and elicit recommendations and suggestions on the City of Libby 2022 Growth Policy, Draft 2; and

**WHEREAS**, the City Council has considered the public comments received to date and intends to adopt the City of Libby 2022 Growth Policy, Draft 2, subject to the above changes recommended by the Planning Board as well as the following changes to address the public comments and City Council concerns (underlined = additions; ~~strikethrough~~ = delete):

1. To address EPA comments submitted by Beth Archer, on Page 40, strike "~~The most effective and expedient remedy to continue cleanup was a more aggressive application of In-Situ Bioremediation. This plan was approved during a public meeting in 2019.~~", and replace with: "The most effective and expedient remedy to continue cleanup is a more aggressive application of in-situ bioremediation. The new in-situ bioremediation approach was presented to the public in 2019 and was formally approved in 2020." Cite Beth Archer's email as a source.
2. To address EPA comments submitted by Beth Archer, on Page 41, modify a statement as follows: "EPA has deleted ~~three~~ four Operable Units from EPA's National Priorities List as of 2022.". Cite Beth Archer's email as a source.
3. To address Gail Burger's comments on behalf of the Libby Area Business Association, on Page 31, modify the discussion about Action 6.10 of the 2005 Downtown Revitalization Plan and Mineral Avenue Streetscape Master Plan as follows: "Action 6.10 was to improve the Mineral Avenue cul-de-sac near Depot Park. This was completed in recent years by the Libby Area Business Association. Note: The former "Depot Park" is now known as Mineral Park." Further, modify Action D-m in Table 9 on Page 77 as follows: "Enhance ~~Depot Park~~ Mineral Park (formerly Depot Park) with landscaping, pavilion and plaza."
4. To address Gail Burger's comments on behalf of the Libby Area Business Association, on Page 31, modify the discussion about Action 6.11 of the 2005 Downtown Revitalization Plan and Mineral Avenue Streetscape Master Plan as follows: "Action 6.11 suggested enhancing Depot Park with landscaping, pavilion and plaza for the Farmers Market. Installation As a result of efforts by Achievement, Inc., landscaping and other improvements have been installed; however, ~~most~~ some of the landscaping, pavilion and

plaza remain; however, the Farmer's Market is held at the Chamber of Commerce site and Fireman's Park, so the action is being updated accordingly. In addition, the Farmer's Market is held at the Chamber of Commerce site and Fireman's Park, and the Libby Lofts Vendor Market is held at the old High School Amphitheatre Park, where the Libby Lofts vendors have taken significant efforts to clean up the property and hold the vendors market and make the site usable for other events. Therefore, the downtown actions are being updated to reflect these efforts and future uses envisioned for the sites.

5. To address Gail Burger's comments on behalf of the Libby Area Business Association, on Pages 31 & 32, modify the discussion about Action 6.12 of the 2005 Downtown Revitalization Plan and Mineral Avenue Streetscape Master Plan as follows: "Action 6.12 envisioned a renovated old High School Amphitheatre Park and create a "town green" for a public gathering place, entertainment and annual event venue and social center. The site has recently been used for summer activities, such as a weekly vendor's market by the Libby Lofts Vendor Market and limited other events, but the property is currently privately-owned. At this time, the City's and partners' abilities to install landscaping and pursue creation of a "town green" for public purposes are very limited. The action is therefore being updated for the City to encourage such uses and improvements. In addition, due to the historic character of the building and ideal central location of the of the site, the City seeks to partner with the private property owner to enhance the site and building and participate in potential improvements for public uses."
6. To address Gail Burger's verbal comments on December 5<sup>th</sup>, modify the photograph caption on Page 15 as follows: "*Eagle monument and community driven landscaping accomplished through the efforts of Libby Area Community Garden, Inc. at the intersection of US Highway 2 and Minnesota Avenue*"
7. On Pages 63 and/or 64, add the following discussion to address the comments of the Lincoln County Planning Board: The Northwest Community Health Center (NWCHC) provides medical, dental, behavioral health and pharmacy services to a large number of area residents. NWCHC also has staff that provide case management and WIC Supplemental Nutrition services.<sup>1</sup> The facility is a major employer in Libby, and there is also a satellite NWCHC clinic in Troy.
8. To address Libby Area Chamber of Commerce comments, modify Action C/R-h in Table 11 (Page 81) to state, "Collaborate with the Chamber of Commerce to support their website as a portal for "All Things Libby", including focus on the cultural and recreational facilities and opportunities, and provide a link to their website on the City website. Further, re-engage and partner with the Chamber of Commerce in the Chamber's community-wide rebranding efforts and initiative using social media with the goal of Search Engine Optimization so that internet users searching for information on the Libby community have relevant and accurate information in the first page of search engine hits." Importance of the action is to be "1" and Timeframe "1".

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<sup>1</sup> Source: <https://northwestchc.org/>



9. To address Libby Area Chamber of Commerce comments, add the following after the first sentence of the last paragraph on Page 48: “The Libby Surround Stewardship Project will treat hazardous fuels on 4,605 acres of land surrounding the City of Libby.<sup>2</sup> This collaborative effort was noted when the Kootenai National Forest was chosen as one of ten forests in the nation to receive funding from the bi-partisan Infrastructure Bill in the first round of funding. The choice was driven by the high risk the community faces with wildland fire and the collaborative process that has formed to address that risk.”
10. Update cover page to remove references to “draft” and update the date of the document.
11. [insert any additional changes by City Council]

**NOW, THEREFORE, BE IT RESOLVED** by the Libby City Council as follows:

1. That the Libby City Council hereby adopts this Resolution of Intention to adopt the City of Libby 2022 Growth Policy, Draft 2, subject to the above changes recommended by the Planning Board and as modified by City Council as described above, as updates to the 2010 City of Libby Growth Policy to replace the 2010 Growth Policy.

AND

2. After the above changes are made to the draft document, the City Council will hold a meeting in January 2023 on the final City of Libby 2022 Growth Policy and at said meeting, may pass a resolution to finally adopt the document and pursue the policies, goals, and actions therein. The effective date of the City of Libby 2022 Growth Policy will be set upon passage of the final resolution adopting the Growth Policy, but the final resolution and Growth Policy passed by the City Council shall become effective no less than thirty (30) days after passage.

Passed and approved on December 19, 2022 by the Libby City Council.

\_\_\_\_\_  
Peggy Williams, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Leann Monigold, Libby City Clerk-Treasurer

\_\_\_\_\_  
Date

<sup>2</sup> Source: <https://www.nrcs.usda.gov/programs-initiatives/joint-chiefs-landscape-restoration-partnership/montana/libby-surround>

**MEMORANDUM OF AGREEMENT**

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

This Memorandum of Agreement, "MOA" is made on the 20th day of November 2022, between the City of Libby, the "City", the Lincoln County Sheriff's Office, the "Sheriff" and Lincoln County, the "County".

**RECITALS:**

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, the City is currently in need of assistance providing law enforcement services to the citizens and businesses within its boundaries and the Sheriff is willing and able to provide such assistance on a temporary basis; and

WHEREAS, the Mayor of the City has appointed a Chief of Police to fulfill the law enforcement duties set forth in Section 7-32-4105, MCA; and

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

WHEREAS, the County and the Sheriff are agreeable to providing such law enforcement services, understanding the temporary needs of the City and agree that the Sheriff can provide such services as are necessary and that the City will pay the set deputy overtime wage, deputy allowable reimbursable benefits, and patrol vehicle mileage for the services provided, as set forth in detail below.

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 between the parties for the Sheriff to provide law enforcement coverage for the City on a temporary basis and for payment for such services.
3. The Sheriff will provide a sufficient number of deputies to cover the shifts requested by the City, if the Sheriff has such deputies available.
4. The City will provide a monthly shift calendar to the Sheriff two weeks prior to the beginning of each month. The Sheriff will notify the City on a weekly basis of the names of the deputies who will be covering the requested shifts.

## **MEMORANDUM OF AGREEMENT**

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

5. Deputies may additionally be called out to high-risk situations in the city when on-duty officers/deputies are in need of assistance.
6. Any deputies working in the City will answer directly to the Sheriff, however, they shall coordinate with the City Police Sergeant or designee on a day-to-day basis regarding any issues that may arise.
7. Any felony investigations started by the Sheriff shall be completed by the deputy and prosecuted by the County Attorney's Office.
8. The Sheriff will use assigned County vehicles to perform the duties as set forth herein. Shift mileage will be tracked by the Sheriff and provided to the City in the form of a request for reimbursement at the standard mileage reimbursement rate. The mileage documentation will include beginning, end, and total miles.
9. The City shall pay the Sheriff the deputy's overtime rate and allowable benefits for any overtime hours worked. The Sheriff must submit reimbursement claims for the amounts due two working days prior to the 1<sup>st</sup> or 3<sup>rd</sup> Monday of each month so that the Council may consider the claim at its meeting.
10. The City agrees to approve the payment of said claim at the first meeting held after the claim is received.
11. The Sheriff and the Chief of Police shall be responsible for the day-to-day administration of this MOA.
12. 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 his duties under this Agreement.
13. 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 Sheriffs 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.
14. 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.

**MEMORANDUM OF AGREEMENT**

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

- 15. 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.
- 16. 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.
- 17. This MOA shall terminate June 30, 2023, unless extended by all parties in writing.

Notwithstanding the date of signature of the parties, the terms and conditions of this MOA become effective on November 20, 2022.

By:

_____	_____	_____	_____
Jerry Bennett	Date	Peggy Williams	Date
Chair,		Mayor,	
Lincoln County Board of County Commissioners		City of Libby	
_____	_____		
Darren Short	Date		
Sheriff,			
Lincoln County Sheriff's Office			

clerk.treasurer@cityoflibby.com

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**From:** jody martin <jody.martin@cityoflibby.com>  
**Sent:** Tuesday, December 6, 2022 10:10 AM  
**To:** leann monigold  
**Subject:** Fwd: Re: (No subject header)

----- Original Message -----

Subject: Re: (No subject header)  
Date: 2022-12-06 09:57  
From: "Craig, Wendell" <wendell.craig1@ziply.com>  
To: jody martin <jody.martin@cityoflibby.com>

Hi Jody,

Unfortunately, the fiber can't just be brought in. Right now, they are doing the new expansion schedule and it will show as available. You can sign up for updates here: <https://ziplyfiber.com/fiber-construction> Just put your address in and then sign up.

ONE OTHER OPTION IS EIA. It ends up being about the same speed as fiber with symmetrical speeds and it should be available at all of your addresses. You can also get VOIP phone service with it - although the prices are higher. EIA (ETHERNET INTERNET ACCESS) IS HANDLED BY OUR ENTERPRISE DEPARTMENT. YOU CAN REACH THEM AT 888-688-0016 AND THEY CAN LET YOU KNOW ABOUT PRICING AND AVAILABILITY.

Thanks again,

WENDELL CRAIG

Business Customer Service  
Wendell.Craig1@ziply.com ziplyfiber.com [1]

-----  
FROM: jody martin <jody.martin@cityoflibby.com>  
SENT: Tuesday, December 6, 2022 10:44 AM  
TO: Craig, Wendell <wendell.craig1@ziply.com>  
SUBJECT: (No subject header)

---

WARNING: External email. Please verify sender before opening attachments or clicking on links.

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Good Morning,

We are still interested in a bid/Proposal to upgrade our phones, you had said that only one of our locations had fiber what would it cost to bring fiber to our other locations? could you give me a breakdown on what the whole package would cost installation of fiber, upgrading phones any maintenance, monthly fees ect.



**GET CONNECTED. STAY CONNECTED.**

10/26/2022

## Sales Proposal

City of Libby, MT

Prepared by:

Ryan J Bowman, MontanaSky Networks

And

Chris Selle, MontanaSky Networks

[rbowman@montanasky.net](mailto:rbowman@montanasky.net)

[cselle@montanasky.net](mailto:cselle@montanasky.net)



November 3, 2022

Dear City of Libby:

I wanted to start by giving you my sincere thanks for the wonderful relationship we've had over the years. The entire team at MontanaSky values being a part of this community and takes pride in serving the city government.

We are excited to share this proposal to move the city to VoIP phone lines and upgrade its network equipment and Wi-Fi. We've tried to make the proposal and straight-forward as possible, but also provide enough details for you to make an informed decision.

Please review the proposal and we are happy to answer any questions you may have.

Sincerely

Ryan J Bowman

CEO

MontanaSky Networks, Inc.



## A: Internet Connectivity

MontanaSky requires all VoIP customers to also have a MontanaSky internet connection. MontanaSky is currently providing the City of Libby with complimentary internet at several locations and plans to continue that. Please see list of locations and current status:

### City Hall - 952 East Spruce Street, Libby, MT 59923

- Current Internet: 50 Mb x 50 Mb Cable Internet (Free) – (Account: 8211450010049513)
- Proposed Internet: 500 Mb x 500 Mb Fiber Internet w/ Static IP (\$39.95)

### Fire Dept Main Office - 119 E 6th St, Libby, MT 59923

- Current Internet: 50 Mb x 50 Mb Cable Internet (Free) – (Account: 8211450010048952)
- Proposed Internet: 100 Mb x 50 Mb Cable w/ Static IP (\$29.95)

### Fire Dept Secondary – 609 Mineral Ave, Libby, MT 59923

- Current Internet: 50 Mb x 50 Mb Cable Internet (Free) (Account: 8211450010048952)
- Proposed Internet: 100 Mb x 50 Mb Cable w/ Static IP (\$29.95)

### Police Department - 603 Mineral Ave, Libby, MT 59923

- Current Internet: 50 Mb x 50 Mb Cable Internet w/ Static IP (\$69.67) – (Account: 10056567)
- Proposed Internet: 250 Mb x 50 Mb Cable Internet w/ Static IP (\$99.95)

### Water Treatment Plant - 101 Gilcrease Lane, Libby, MT 59923

- Current Internet: 50 Mb x 50 Mb Cable Internet (Free) – (Account: 8211450020044884)
- Proposed Internet: 100 Mb x 50 Mb Cable w/ Static IP (\$29.95)

### Wastewater Treatment Plant – 755 City Service Road, Libby, MT 59923

- Current Internet: No Montana Sky Internet Installed
- Proposed Internet: 100 Mb x 50 Mb Cable w/ Static IP (\$69.95)

### City Maintenance Shop - 755 City Service Rd.

- Current Internet: No Montana Sky Internet Installed
- Proposed Internet: 100 Mb x 50 Mb Cable w/ Static IP (\$69.95)





## B: Network Upgrades, VoIP Hardware and Service, 1-Time Installation Costs, Contract Term

For VoIP to be reliable, we need to ensure that there is a good network to process all the calls. This is what we propose at each location for the Networking and Phones.

This assumes a total of 13 active calls at any given time across all sites.

Price includes updates and remote phone support for the rented network equipment, as well as replacement of equipment in the event of failure. We will program and install the hardware in your building and ensure it is working properly. If the hardware fails, we will replace it as part of the monthly cost for as long as you have the service. This only covers hardware failures and defects, not damage from an external source such as water, fire, hammers, etc. If equipment is no longer available, we will substitute a similar alternative device.

**Contract Term:** The prices quoted are based on a 36-month contract term. You can read more about contact terms here: <https://www.montanasky.net/msa/>

**Equipment Ownership:** During the contract term (36-months), MontanaSky retains ownership of the hardware. At the conclusion of the contract, your service will continue a month-to-month basis. At that time, the City of Libby will own the equipment; but we can quote a trade-up to new equipment.

**Battery backup(s) are one-time costs and will need to be replaced every few years as they fail. They are not covered under warranty / replacement.**

**VoIP Disclosure:** VoIP operates on the public internet. This means if the internet is not working, phones will also not function. We highly recommend that you keep a backup-phone-service with another provider for mission-critical applications. The FCC has a good article explaining VoIP: <https://www.fcc.gov/consumers/guides/voice-over-internet-protocol-voip>

**VoIP Taxes and Fees** are added to each line. These include TDD, E-911, and Excise taxes charged by the State of Montana. As of this quote, these taxes are approximately \$2.18 per phone line.



### City Hall - 952 East Spruce Street, Libby, MT 59923

- Network Equipment: 1 x Router, 2 x 16 Port Managed POE Switch, 2 x 5 Port Managed Switch, 2 x Indoor Wi-Fi Access Point, 2 x Battery Backup, misc. mounting hardware, cables, and supplies.
- VoIP Equipment: Phone PBX System (will operate the phone network across the City departments), 6 x VoIP Desk Phone, 1 x VoIP Analog Adapter.
- Numbers to Transfer: 406-293-2731, 406-293-2732, 406-293-4090 (Fax).
- Labor Breakdown: 3 hour(s) for VoIP Configuration, 4 hour(s) for Installation and Cabling.

**Total:**

One-Time Setup Costs: \$2,218.90

Monthly Equipment Costs: \$137.30

Monthly VoIP Service: \$89.85 (3 lines)

Monthly Fax Service: \$9.95

### Fire Dept Main Office - 119 E 6th St, Libby, MT 59923

- Network Equipment: 1 x Router, 1 x 16 Port Managed POE Switch, 1 x Indoor WiFi Access Point, 2 x Battery Backup, misc. mounting hardware, cables, and supplies.
- VoIP Equipment: 2 x VoIP Desk Phone, 1 x VoIP Cordless Base, 2 x VoIP Cordless Handset, 1 x VoIP Analog Adapter.
- Numbers to Transfer: 406-293-9217, 406-293-3219 (Fax).
- Labor Breakdown: 1 hour(s) for VoIP Configuration, 4 hour(s) for Installation and Cabling.

**Total:**

One-Time Setup Costs: \$1,089.95

Monthly Equipment Costs: \$73.55

Monthly VoIP Service: \$29.95 (1 line)

Monthly Fax Service: \$9.95

### Fire Dept Secondary – 609 Mineral Ave, Libby, MT 59923

- Network Equipment: 1 x Router, 1 x 8 Port Managed POE Switch, 1 x Indoor Wi-Fi Access Point, 1 x Battery Backup, misc. mounting hardware, cables, and supplies.
- VoIP Equipment: 1 x VoIP Cordless Base, 2 x VoIP Cordless Handset.
- Numbers to Transfer: None (Mirror main fire department).
- Labor Breakdown: 1 hour(s) for VoIP Configuration, 2 hour(s) for Installation and Cabling.

**Total:**

One-Time Setup Costs: \$496.95

Monthly Equipment Costs: \$40.70

Monthly VoIP Service: \$29.95 (1 line)



### Police Department - 603 Mineral Ave, Libby, MT 59923

- Network Equipment: 1 x Router, 1 x 16 Port Managed POE Switch, 1 x 5 Port Managed Switch, 1 x Indoor Wi-Fi Access Point, 1 x Battery Backup, misc. mounting hardware, cables, and supplies.
- VoIP Equipment: 2 x VoIP Desk Phone.
- Numbers to Transfer: 406-293-3343, 406-293-5222.
- Other: IVR (interactive voice prompts) w/ 7x Voice Mail Boxes.
- Labor Breakdown: 2 hour(s) for VoIP Configuration, 3 hour(s) for Installation and Cabling.

**Total:**

One-Time Setup Costs: \$829.95

Monthly Equipment Costs: \$59.70

Monthly VoIP Service: \$59.90 (2 lines)

### Water Treatment Plant - 101 Gilcrease Lane, Libby, MT 59923

- Network Equipment: 1 x Router, 1 x 16 Port Managed POE Switch, 1 x Indoor WiFi Access Point, 1 x Battery Backup, misc. mounting hardware, cables, and supplies.
- VoIP Equipment: 3 x VoIP Desk Phone, 1 x VoIP Cordless Base, 3 x VoIP Cordless Handset.
- Numbers to Transfer: 406-293-2067, 406-293-2439
- *Special Note: Retain 1x Ziplly line for redundancy (City is responsible for this).*
- Labor Breakdown: 1 hour(s) for VoIP Configuration, 2 hour(s) for Installation and Cabling.

**Total:**

One-Time Setup Costs: \$639.95

Monthly Equipment Costs: \$83.50

Monthly VoIP Service: \$59.90 (2 lines)

### Wastewater Treatment Plant – 755 City Service Road, Libby, MT 59923

- *Special Note: This includes the **phone and network equipment** for Wastewater Treatment Plant Outbuilding.*
- Network Equipment: 1 x Router, 1 x 8 Port Managed POE Switch, 1 x Indoor WiFi Access Point, 1 x Battery Backup, misc. mounting hardware, cables, and supplies.
- VoIP Equipment: 2 x VoIP Desk Phone, 1 x VoIP Cordless Base, 1 x VoIP Cordless Handset.
- Numbers to Transfer: 406-283-2775, (Outbuilding number TBD)
- Labor Breakdown: 1 hour(s) for VoIP Configuration, 6 hour(s) for Installation and Cabling

**Total:**

One-Time Setup Costs: \$1,136.95

Monthly Equipment Costs: \$92.55

Monthly VoIP Service: \$29.95 (2 lines)



### City Maintenance Shop - 755 City Service Rd.

- Network Equipment: 1 x Router, 1 x 8 Port Managed POE Switch, 1 x 16 Port Managed POE Switch, 1 x 5 Port Managed Switch, 3 x Indoor Wi-Fi Access Point, 2 x Outdoor Wi-Fi Access Point, 1 x Battery Backup, 1 x Battery Backup, misc. mounting hardware, cables, and supplies.
- VoIP Equipment: 1 x VoIP Desk Phone, 1 x VoIP Cordless Base, 1 x VoIP Cordless Handset, 1 x VoIP Analog Adapter.
- Numbers to Transfer: 406-293-2776, 406-293-2555, 406-293-3460 (Fax)
- Labor Breakdown: 1 hour(s) for VoIP Configuration, 2 hour(s) for Installation and Cabling

**Total:**

One-Time Setup Costs: \$689.90

Monthly Equipment Costs: \$95.45

Monthly VoIP Service: \$59.90 (2 lines)

Monthly Fax Service: \$9.95

### Numbers Not Transferring

After everything is ported (moved from Ziplly to MontanaSky), the city will need to work with the old provider to cancel any numbers they wish to. Numbers that are ported are generally automatically cancelled, but the city should carefully review their bills.

- 406-293-2145 - City Hall Councilors (un-used)
- 406-293-6792 - Wastewater Fax (un-used)
- 406-293-2231 - Water treatment Alarm/callout
- 406-293-3981 - City Hall Alarm/callout
- 406-293-2314 - Wastewater Golf course Alarm/callout
- 406-293-8210 - Wastewater Alarm/callout



## C: Totals

### All Locations Combined

#### **Network Equipment:**

7 x Routers,  
4 x 5 Port Managed Switch,  
6 x 16 Port Managed POE Switch,  
3 x 8 Port Managed POE Switch,  
10 x Indoor WiFi Access Point,  
2 x Outdoor WiFi Access Point,  
10 x Battery Backup (UPS),  
Misc mounting hardware, cables, etc.

#### **VoIP Equipment:**

1x Phone PBX  
3 x VoIP Analog Adapter,  
16 x VoIP Desk Phone,  
5 x VoIP Cordless Base,  
9 x VoIP Cordless Handset,

#### **Labor Breakdown:**

10 hour(s) for VoIP Configuration,  
23 hour(s) for Installation and cabling

#### **Total:**

Setup Costs: \$7,102.55/1-Time  
Equipment Rental/Maintenance/Support: \$582.75/Mo  
Monthly Internet Service: \$369.65  
Monthly VoIP Service: \$389.25

**Monthly Fee Total: \$1,341.65**



## By Department

### City Hall

Set-Up Fee (One-Time): \$2,218.90

Total Recurring Charge: \$277.05

### Fire Department

Set-Up Fee (One-Time): \$1,586.90

Total Recurring Charge: \$244.00

### Police Department

Set-Up Fee (One-Time): \$829.95

Total Recurring Charge: \$219.55

### Water Treatment Department

Set-Up Fee (One-Time): \$639.95

Total Recurring Charge: \$173.35

### Wastewater Treatment Department

Set-Up Fee (One-Time): \$1136.95

Total Recurring Charge: \$192.45

### Maintenance Department

Set-Up Fee (One-Time): \$689.90

Total Recurring Charge: \$235.25

## **MASTER SERVICE AGREEMENT**

This Master Service Agreement (“AGREEMENT”) effective December 6, 2022 is entered into by Western Water Consultants, Inc., dba WWC Engineering (“ENGINEER”), 1849 Terra Avenue, Sheridan, WY 82801 and City of Libby, 952 Spruce Street, Libby, MT 59923 (“CLIENT”).

WHEREAS, ENGINEER, in the normal course of business regularly and customarily enters into contracts with clients to provide independent consulting services and/or equipment, and

WHEREAS, from time-to-time, CLIENT may desire ENGINEER’s services and/or equipment pursuant to the terms and conditions set out below,

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, terms, conditions, and covenants herein contained, the sufficiency of which is hereby acknowledged, and the specifications and special provisions set forth in any exhibits attached hereto and made a part hereof, ENGINEER and CLIENT hereto mutually agree as follows:

### **Article 1 SCOPE AND TERM OF AGREEMENT**

1.1 This AGREEMENT shall control and govern all activities of ENGINEER in connection with the performance of services for CLIENT (“WORK”), under written work orders (“WORK ORDER”). A WORK ORDER shall consist of a written description of the WORK to be performed and the consideration to be paid for same, the job location, equipment, services, supplies, and personnel to be provided by ENGINEER, and the items to be furnished by CLIENT. The WORK ORDER may be either in email format or in a form similar to the WORK ORDER template provided herein or any other written form that is agreed to by the parties. Upon acceptance of any WORK ORDER by ENGINEER, and without the necessity of any reference therein, this AGREEMENT shall become an integral part of such WORK ORDER. The entire contract between the parties shall consist of the terms and conditions set forth in this AGREEMENT and any currently effective WORK ORDER(s) and shall be read and construed as one AGREEMENT. Terms and Conditions in any such WORK ORDER not in conformity with the terms and provisions of this AGREEMENT shall be null and void. No waiver by either party to this AGREEMENT of any of the terms, covenants, or conditions hereof shall be effective unless said waiver shall be in writing and signed by authorized persons of both parties. This AGREEMENT supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instrument signed by both CLIENT and ENGINEER.

This AGREEMENT shall remain in effect until canceled by either party in accordance with Article 9.

### **Article 2 ENGINEER’S SERVICES**

2.1 ENGINEER is an independent ENGINEER responsible for methods and means used in performing WORK under WORK ORDERS pursuant to this AGREEMENT. The WORK under this contract by ENGINEER shall be performed in a manner, sequence and timing to be coordinated with CLIENT. ENGINEER may subcontract work without written consent by CLIENT; however, if CLIENT reasonably objects to the use of any particular subcontractor, CLIENT and ENGINEER will reach a mutually acceptable agreement as to the subcontractor(s) to be used.

2.2 Scope of Services: The parties shall execute project and/or phase-specific WORK ORDER(s) from time to time as new projects are offered to and accepted by ENGINEER. Each WORK ORDER shall define the agreed upon services to be performed by ENGINEER, the anticipated duration of such services, and the compensation due ENGINEER for such services. ENGINEER shall be compensated on a mutually agreed upon fixed fee or ENGINEER’s current Schedule of Charges in effect at the time the WORK is performed. It is agreed that the Schedule of Charges may be updated annually by ENGINEER.

**Article 3  
RESPONSIBILITIES OF CLIENT**

CLIENT shall perform the following and pay all costs incident thereto:

3.1 Designate a representative for each WORK ORDER to act as primary contact to ENGINEER for WORK to be performed by ENGINEER under each WORK ORDER. Such person shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions of CLIENT with respect to services covered by the WORK ORDER to which assigned.

3.2 Provide all criteria and full information as to requirements of ENGINEER for each WORK ORDER. Provide all data which may be useful to ENGINEER to ensure proper performance of the WORK, including property, boundary, right-of-way, utility surveys, and ownership; CLIENT reports; and data and results obtained by CLIENT from other consultants prior to or during the term of each WORK ORDER, all upon which ENGINEER may rely. CLIENT warrants that CLIENT has ownership or sufficient license to all data provided to ENGINEER and agrees to defend, indemnify, and hold harmless ENGINEER against all claims of any kind as a result of ENGINEER's use of information in any form hereby provided.

3.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required by ENGINEER to perform services under this AGREEMENT.

3.4 Provide such legal counseling services as may be required for the WORK.

**Article 4  
PAYMENTS TO ENGINEER**

4.1 ENGINEER shall submit requests for payment on a monthly basis in a form agreed to by ENGINEER and CLIENT. CLIENT shall pay ENGINEER in U.S. dollars for each invoice within thirty (30) days of the date of each invoice. Any amount not paid within thirty (30) days from the date of the invoice may be assessed an interest charge at a rate of one percent (1%) per month. If the amount is not paid within ninety (90) days, CLIENT agrees to pay reasonable costs of collection, including attorney's fees and costs in addition to the unpaid invoice amounts and interest charges. ENGINEER and CLIENT agree that ENGINEER may stop the WORK if any payment is not received within thirty (30) days of the invoice date. Payments are to be remitted to:

Western Water Consultants, Inc.  
1849 Terra Avenue  
Sheridan, WY 82801

4.2 Payment by CLIENT of any invoice shall not constitute a waiver of CLIENT's right to subsequently contest the amount or correctness of said invoice and to seek reimbursement.

4.3 With respect to any WORK ORDER, ENGINEER may require an advance payment which will be applied to the final invoice for that WORK ORDER. Any remaining balance at the conclusion of the WORK ORDER will be refunded to CLIENT within fourteen (14) days of receipt of payment for the final invoice submitted under that WORK ORDER.

**Article 5  
RESPONSIBILITIES OF ENGINEER**

5.1 ENGINEER will complete each WORK ORDER in a timely manner, but it is agreed that ENGINEER cannot be responsible for delays occasioned by factors beyond the control of ENGINEER, nor by factors that could not reasonably have been foreseen at the time the applicable WORK ORDER was accepted by ENGINEER.



5.2 During the performance of services within this AGREEMENT, the scope of the services provided by ENGINEER and compensation thereon with respect to any WORK ORDER may be adjusted by change orders, which will be in written form, mutually agreed upon, and signed by duly authorized representatives of both parties. Any such change order will become a part of the WORK ORDER to which it pertains.

5.3 ENGINEER shall not disclose or permit the disclosure of any confidential information except to its employees and others who need such confidential information in order to properly perform the WORK, or to comply with an order issued by a court, government administrative agency, or other authority with proper jurisdiction.

5.4 No information relative to the WORK shall be released by ENGINEER for publication, advertising, or any other purpose without prior written approval of CLIENT.

5.5 ENGINEER shall perform the WORK with the due care and skill ordinarily exercised by members of ENGINEER's profession practicing under similar conditions at the same time and in the same or a similar locality. NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE OR INTENDED BY PERFORMANCE OF PROFESSIONAL SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.

5.6 ENGINEER shall maintain valid licenses appropriate for the WORK.

5.7 ENGINEER shall furnish all notices and comply with all applicable laws, regulations, and orders (including all safety codes, statutes, regulations, precautions, and procedures) relating to performance of the WORK.

5.8 ENGINEER shall timely discharge all claims of its subcontractors and vendors and allow no lien or charge to become fixed upon any property of CLIENT, excepting lien or charge brought by ENGINEER against property of CLIENT for failure to timely pay ENGINEER for services under any WORK ORDER. ENGINEER shall defend, indemnify, and hold harmless CLIENT against all such claims or liens filed by ENGINEER's subcontractors or vendors. In the event of claim or lien brought by ENGINEER's subcontractor(s) or vendor(s), CLIENT shall have the right to withhold payment in an amount sufficient to discharge such claim or lien and all expenses of any kind incident thereto.

5.9 ENGINEER shall immediately notify CLIENT of any incident resulting in injury to any person or property in excess of two thousand U.S. dollars (\$2,000.00), or any spill, release, or other incidence of pollution arising out of the WORK, and shall furnish CLIENT with a copy of all non-confidential reports made by ENGINEER to its insurers.

## **Article 6 INDEMNIFICATION**

6.1 ENGINEER shall indemnify and hold harmless CLIENT and its directors, officers, and employees, against and from any and all liability, loss, damage, claims, demands, costs, and expenses, including court costs and reasonable attorneys' fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss, or damage is caused by the fault, alleged or otherwise, including but not limited to the negligence, knowingly wrongful acts, errors, or omissions of ENGINEER and/or ENGINEER's employees. ENGINEER shall have no duty to defend in the absence of adjudicated negligence of ENGINEER.

6.2 CLIENT shall indemnify and hold harmless ENGINEER and its directors, officers, and employees against and from any and all liability, loss, damage, claims, demands, costs, and expenses, including court costs and reasonable attorneys' fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss, or damage is caused by the fault, alleged or otherwise, including but not limited to the negligence, knowingly wrongful acts,

errors, or omissions of CLIENT, its directors, officers, employees, commissions, appointees, and invitees.

6.3 In the event of litigation as a result of a breach of the terms of this AGREEMENT, all losses of whatever kind including costs of discovery and defense will be borne by the breaching party.

6.4 The provisions of paragraphs 6.1, 6.2, and 6.3 notwithstanding, CLIENT and ENGINEER agree that neither party shall be liable to the other for punitive, special, indirect, exemplary, consequential, or incidental reliance damages resulting from or arising out of this AGREEMENT including, without limitation, loss of profit, loss of production, loss of use, or business interruptions, regardless of the foreseeability of such losses or costs, however the same may be caused, and shall be applicable in any action, whether based in contract, tort, statute, or otherwise, and, to the extent permitted by law, any statutory remedies which are inconsistent with this provision are waived by both parties.

### **Article 7 INSURANCE**

7.1 Throughout the term of this AGREEMENT, ENGINEER shall maintain insurance in at least the following minimum amounts:

Commercial General Liability (including Contractual Liability, Completed Products Coverage, and Personal and Advertising Injury, without exclusion) - \$1,000,000 each occurrence and \$2,000,000 in the aggregate
Commercial Automobile Liability - \$1,000,000 Combined Single Limit
Excess or Umbrella Liability which "follows form"- \$2,000,000
Worker's Compensation and Employers' Liability Coverage - Statutory Limit
Errors and Omissions (Professional Liability) - \$1,000,000 each occurrence and in the aggregate
Pollution Liability - \$1,000,000 each occurrence
Drone Liability - \$1,000,000 each occurrence

7.2 All policies procured in conformance with this AGREEMENT will be placed with insurance companies with an AM Best Rating of A- VII and approved to offer these policies by the Insurance Commissioner of the state in which the WORK is performed.

7.3 CLIENT will be named as additional insured, with waiver of subrogation, on all policies except Workers' Compensation and Errors and Omissions policies.

7.4 ENGINEER shall provide CLIENT twenty (20) days' written notice of the termination, non-renewal, or any substantial change in coverage which reduces the dollar limits or any coverage required under this AGREEMENT.

7.5 Failure of ENGINEER to maintain insurance required by this AGREEMENT is in no way construed to limit ENGINEER's liability with respect to any term or condition of this AGREEMENT.

### **Article 8 ENGINEER'S ACCOUNTING RECORDS AND AUDIT**

8.1 Records of ENGINEER's direct personnel time and expenses, contracted services from others, and reimbursable expenses pertaining to each WORK ORDER shall be kept on a generally recognized accounting basis and shall be available to CLIENT or CLIENT's auditor at mutually convenient times from Monday through Friday between the hours of 9:00 A.M. and 3:00 P.M., local time, excluding national holidays.

**Article 9  
TERMINATION OF AGREEMENT**

9.1 This AGREEMENT may be terminated by either party by seven (7) days' written notice. ENGINEER shall be paid for all services performed and costs incurred through the date of receipt of the termination notice, including expenses resulting from such termination.

**Article 10  
OWNERSHIP OF DOCUMENTS AND PROGRAMS**

10.1 All documents and programs developed by ENGINEER under this AGREEMENT, including all data, notes, reports, drawings, and results of models, published or otherwise, shall remain the property of the ENGINEER. CLIENT may retain copies of such documents as desired. CLIENT shall not use documents or designs for governmental approval or any other work without the approval of ENGINEER.

10.2 ENGINEER shall not be liable for any loss or damage of documents caused by strike, fire, explosion, theft, flood, riot, civil commotion, war, malicious mischief, Act of God, or by any cause beyond reasonable control of ENGINEER. ENGINEER shall take reasonable precautions to prevent such loss or damage.

**Article 11  
SUCCESSORS AND ASSIGNS**

11.1 CLIENT and ENGINEER each bind itself, its partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all terms, covenants, and conditions of this AGREEMENT. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer any interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

**Article 12  
DEFECTIVE PRODUCTS OR SERVICES**

12.1 If any of ENGINEER's WORK is found not to meet the normal standard of care during the twelve (12) month period following the date of CLIENT's acceptance and/or issuance of a Certificate of Completion, CLIENT shall notify ENGINEER in writing. ENGINEER shall promptly repair, replace, or otherwise correct such WORK as may be necessary, within the original Scope of Work, to remedy such failure to meet the normal standard of care at the sole cost of ENGINEER. If ENGINEER does not promptly commence such repair, replacement, or correction after delivery of notice, CLIENT may contract the completion of same at sole cost of ENGINEER.

**Article 13  
SEVERABILITY, WAIVER, AND REMEDIES**

13.1 If any term or provision of this AGREEMENT is invalidated by a court or agency of competent jurisdiction, that provision shall be deleted or modified, as necessary, to make it enforceable and the remaining terms and conditions shall remain in full force and effect.

13.2 Failure of CLIENT or ENGINEER or their agents or insurers to exercise any right or remedy as respects any term or provision of this AGREEMENT shall not constitute a waiver of such right or remedy or excuse the timely performance of the obligations of the other party.

13.3 The assurances, covenants, and remedies provided for in this AGREEMENT are not the exclusive rights and remedies of the parties but will be in addition to any other rights and remedies available to them under this AGREEMENT, at law, in equity or otherwise.

**Article 14**  
**APPLICABLE LAW**

14.1 This AGREEMENT shall be interpreted in accordance with the law and practice of the State of Wyoming. CLIENT and ENGINEER agree to submit to the jurisdiction of the State of Wyoming with respect to any claim or dispute related hereto.

**Article 15**  
**FORCE MAJEURE**

15.1 Neither party shall be liable for failure to perform under this AGREEMENT if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

**Article 16  
NOTICES**

Any formal Notice required to be delivered in writing under the terms of this AGREEMENT shall be delivered to the representative of the other party as follows:

CLIENT:  
City of Libby

ENGINEER:  
WWC Engineering

Address: 952 East Spruce Street  
Libby, MT 59923

Address: 1275 Maple Street, Suite F  
Helena, MT 59601

Contact: Peggy Williams, Mayor

Contact: Shawn Higley, Helena Branch Manager

Telephone: 406-293-2731

Telephone: 406-443-3962

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: city.admin@cityoflibby.com

Email: shigley@wwcengineering.com

All formal written Notices shall be: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service.

IN WITNESS HERETO, the parties hereto have executed this AGREEMENT the day and year first written above.

For: City of Libby

For: WWC Engineering

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**Work Order #1**

(Referenced to and made a part of the Master Service Agreement dated *December 6, 2022*)

**Project:** City of Libby Subdivision Regulations Update

**Scope of Work:**

**Task 1 - Subdivision Regulation Updates**

WWC will assist the City with revisions to the subdivision regulations and answer any questions the Planning Board or Town Council may have on the subdivision requirements or process. WWC will put together a draft set of regulations with legislative changes since 2011 and identify areas where the Planning Board may need to fill in the gaps or provide input on what the City wants. The Planning Board will be required to hold a public hearing on the subdivision regulation revisions and make a recommendation to the City Council. The City Council will also need to conduct a public hearing on the subdivision regulations prior to adoption. This task will include preparing a draft set of regulations for Planning Board review, meeting with the Planning Board via video conference, any revisions necessary due to Planning Board review, a City Council public hearing and review, via video conference, and providing a final version of the adopted subdivision regulations. WWC will also work with the City on the review of a fee schedule for subdivision review. If additional meetings are needed to work with either the Planning Board or City Council on development of the regulations, WWC will work with the City on the scope and cost for the additional meetings. The scope and cost does not include time for traveling to Libby to attend meetings. It is assumed all meetings will be conducted via phone or video conference.

**Anticipated Duration/Schedule:**

**Start Date:** December 2022

**Estimated Completion Date:** February 2022

**Deliverables:**

Final updated subdivision regulations

**Estimated Costs:** \$2,500 Lump Sum

CLIENT shall pay ENGINEER in accordance with this Work Order and the provisions of the Master Service Agreement. Payment shall not exceed the amount of \$2,500 without written concurrence from CLIENT.

The ENGINEER contact for this Work Order is: Jeremy Fadness, P.E., AICP

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of *December 6, 2022*.

**CLIENT: City of Libby**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ENGINEER: WWC Engineering**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Work Order #2

(Referenced to and made a part of the Master Service Agreement dated *December 6, 2022*)

**Project:** City of Libby On-call Planning Services

### **Scope of Work:**

#### **Task 1. Zoning Review**

WWC personnel will provide on-call services to assist with review zoning applications submitted to the City of Libby for conformance with the Zoning Ordinance. This work will include:

1. Pre-application assistance to applicants;
2. Periodic meetings and telephone conversations with applicants and their agents;
3. Review services for zoning applications, variances or amendments to the Ordinance or Land Use Map;
4. Preparation and submission of staff reports, findings-of-facts and/or conditions of approval or denial to the City Council;
5. Interaction with the Planning Board and Zoning Commission;
6. Attendance of Planning Board and Zoning Commission meetings, Public Hearings, and Council meetings when requested by the Board or Council, via video conference;
7. Periodic on-site inspections and verifications of zoning compliance at the City's discretion;
8. Assistance to the City zoning ordinance and zoning map as requested;
9. Other zoning services at the request of the City.

WWC will setup a general zoning review task for assistance with day-to-day questions and zoning issues. Once an application has been submitted for review to the City and the City has requested assistance from WWC, WWC will setup a separate task for review assistance for the specific zoning application so that the City of Libby can track review costs for the application in order to allow collection of remaining review fees prior to final permit approval by the City.

#### **Task 2. Subdivision and Annexation Review.**

WWC personnel will provide on-call services to assist with review subdivisions submitted to the City of Libby. This work will include:

1. Assistance with pre-application meetings with applicants;
2. Determination of completeness and sufficiency of Preliminary Plat Subdivision Applications submitted to the City for compliance with the Growth Policy and the Subdivision Regulations;
3. Preparation and submission of staff reports, findings-of-facts and conditions of approval or denial to the Planning Board and City Council;
4. Interaction with the Planning Board;
5. Attendance of Planning Board meetings, Public Hearings, and Council meetings when requested by the Board or Council, via video conference;
6. Review of design plans with assistance of the Contract City Engineer for proposed infrastructure;
7. Determining the sufficiency and completeness of Final Plat Applications and submission to the City;
8. Periodic meetings and telephone conversations with Applicants and their Agents;
9. As-needed on-site inspections and verifications of proposed subdivision improvements;
10. Periodic review of Pending or Proposed Subdivision Applications;
11. Assistance with amendments to the Subdivision Regulations as needed or requested by the City; and
12. Periodic meetings or discussions with the Planning Board and/or City Council to discuss subdivision applications, via video conference.
13. Work with applicants on the annexation process as necessary;
14. Review annexation petitions for compliance with MCA and current City policy;
15. Preparation of Resolution of Intent to Annex and Resolution to Annex and submission to the City Attorney and City Council;

- 16. Coordinate annexation petitions and transfer of services with County Planner and Commissioners as necessary;
- 17. Preparation of zone map amendments as necessary for subdivision applications and annexation petitions in accordance with the zoning ordinance;
- 18. Other subdivision and annexation services as necessary;

WWC will setup a general subdivision and annexation review task for assistance with day-to-day questions and subdivision/annexation issues. Upon submittal of a subdivision application a new task will be added for the specific development so that the City of Libby can track review costs for the application in order to allow collection of remaining review fees prior to final plat approval by the City Council.

**Anticipated Duration/Schedule:**

On-call services to start December 2022 for the duration of the contract.

CLIENT shall pay ENGINEER in accordance with this Work Order and the provisions of the Master Service Agreement. All services for this work order will be performed on a time and materials basis in accordance with WWC's most current schedule of charges.

The ENGINEER contact for this Work Order is: Jeremy Fadness, P.E., AICP

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of *December 6, 2022*.

CLIENT: **City of Libby**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ENGINEER: **WWC Engineering**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date