

## CITY OF LIBBY

952 E. SPRUCE | POST OFFICE BOX 1428

PHONE 406-293-2731 | FAX 406-293-4090 | WEBSITE: [www.cityoflibby.com](http://www.cityoflibby.com)

### REGULAR COUNCIL MEETING #1568

APRIL 19, 2021 @ 7:00PM

COUNCIL CHAMBERS – CITY HALL

#### CALL TO ORDER:

- Pledge of Allegiance
- Roll Call
- Welcome
- Prayer offered by Benjamin Girod.
- Approve Special City Council Meeting Minutes #1566 dated 15 March 2021 and City Council Meeting Minutes #1567 dated 5 April 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 Igniters Car Club street closure and noise variance request with Kevin Peck.
2. Accept presentation of a reproduction early American Flag from Lois Kotzin.
3. Receive a business update, voice concerns on parking lot events, and proposed changes to the lease from the Libby Chamber of Commerce.
4. Adopt Ordinance 1981 – Golf Carts
5. Approve Counteroffer from Cabinet View Golf Course for loan repayment.
6. Approve all business licenses received to date.
  - a. Caring Touch Massage Therapy, Individual, 108 E. 9<sup>th</sup> St., Massage Therapy.
  - b. Kootenai River Tubing, LLC, 1522 Cabinet Ave., Tube and life jacket rentals.
  - c. Tara Miehe, Individual, 1520 Utah Ave., Services for members of the pilot program.

#### **UNFINISHED BUSINESS:**

1. City of Libby Wildlife Management Plan – Deer
2. IP negotiations.
3. Approve location for vault toilet at the Cross-Country Ski Course. (Tabled)
4. Adopt Resolution 1979 – Schedule of fees for specified water services. (Tabled)
5. Adopt Resolution 1980 – Schedule of fees for specified sewer services. (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.
- No personal remarks shall be addressed to the Council as a body and not to any member of the Council or Staff.
- 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: 04/15/21



April 12, 2021

City of Libby  
952 East Spruce  
Libby, MT 59923

RE: Street Closure and Noise Ordinance variance request  
For "Ignite the Nites" Car Show 2021

The Igniters Car Club respectfully requests permission to close Mineral Avenue from 8<sup>th</sup> Street to 1<sup>st</sup> Street (including the cul de sac). As well as Lincoln Boulevard from Mineral Avenue to Dakota Ave. and Louisiana Ave. from Lincoln Boulevard to 2<sup>nd</sup> Street and East 2<sup>nd</sup> Street, westbound to Mineral Ave. on Friday, August 20<sup>th</sup> from 6pm to 9pm.

Igniters Car Club members will be stationed along the route to monitor traffic and allow passage of any emergency services vehicles. All traffic will flow in a single direction, continuous loop along the entire route.

Additional we request permission to close Mineral Ave from 8<sup>th</sup> Street to 1<sup>st</sup> Street, (including the cul da sac), on Saturday, August 21st from 6 am to 4 pm for the 2021 "Ignite the Nites" car show.

The Igniters Car Club also request a permit for relief under Chapter 9.60.040(B) as some of the vehicles invited to cruise on Friday, August 20<sup>th</sup> from 6pm to 9pm may be deemed to be in violation of Libby Municipal Code, Chapter 9.60 Noise.

Thank You,

A handwritten signature in black ink, appearing to read "Brent Teske".

Brent Teske, President  
Igniters Car Club

## Chamber of Commerce Lease Agreement

BY THIS INDENTURE, made this 2 day of Oct, 2017, the **City of Libby, Montana**, a municipal corporation, hereinafter referred as the **Lessor**, does lease unto the **Libby Area Chamber of Commerce/Visitor's Information Center** hereinafter called the **Lessee**, subject to the reservation hereinafter made, that certain land, a one (1) acre parcel and building belonging to the City of Libby, Lincoln County, Montana, and primarily designed and used as a visitors information center, located near Fireman's Park.

**TO HAVE AND HOLD** the same unto the said Lessee for the primarily for the purpose of being a visitors information center, for the term beginning 10/2, 2017 and ending May, 31<sup>st</sup> 2027, at a yearly rental of one dollar (\$1.00). The parties agree to renew the lease there after on mutually agreeable terms, unless the lease is otherwise terminated by the Lessor.

**NOW THEREFORE** in consideration of the premises and mutual covenants and agreement herein contained, it is agreed as follows:

1. The Lessee shall use and permit the use of the leased premises primarily as a visitors information center and to keep the premises in a clean, safe, and proper condition for such use of all times.
2. The Lessor shall require all authorized user of the premises, as applicable, to provide evidence of a one million dollar (1,000,000.00) liability insurance policy.
3. The Lessee will be responsible for and will indemnify, save harmless, and defend the Lessor against and from any and all claims and suits for, and any and all liability, loss, or expense arising from, incidental to, or in connection with damage to or loss of property of the Lessor, the Lessee or of agents, servants, licensees, contractors, invitees, or employees of either, or of any other person, and against and from any and all claims and suits for, and any and all liability, loss, or expense arising from, incidental to, or in connection with injury to or death of persons including agents, servants, contractors, licensees, invitees, or employees of the Lessor or of the Lessee, or any other person which the damage, loss, injury, or death shall arise in any manner, directly or indirectly out of, incidental to, or connection with this lease, the demised premises, or the use or occupation. The Lessee

specifically agrees to relieve the Lessor of any and all liability for damage to content of demised premises owned by or in the custody the Lessee or improvements therein owned by or in the custody of the Lessee, whether damaged by fire and extended coverage perils.

4. The Lessee shall permit the Lessor, its successors and assigns, and all persons from time to time designated by it, at all times to have free and unobstructed access to such portions of leased premises as shall be necessary or convenient for the proper conduct of their operations on the leased property.
5. The Lessee shall be responsible for and shall provide all proper upkeep, maintenance and repair of the premises, buildings located thereon, and all other improvements. The Lessee shall also pay promptly when due all cost of any and all utilities utilized and located on the leased premises.
6. The Lessee shall not assign this lease or underlet the whole or any portion of the leased premises without the prior written consent of the Lessor in each instance obtained and that upon any such assignment or under letting, whether voluntary, by operation of law, or by bankruptcy, this lease shall, at the written option of the Lessor exercised within sixty (60) days after notice of the facts, cease and determine forthwith.
7. The Lessee shall not erect or install buildings, structures, or other facilities and shall not make changes in or on the premises without the prior written consent of the Lessor.
8. The Lessee shall have the option to extend and renew this lease only with the written consent of the Lessor, and under conditions and covenants mutually agreed upon by the parties, provided the Lessee shall give to the Lessor written notice of its intent to

extend and renew this lease sixty (60) days prior to the termination of this lease.

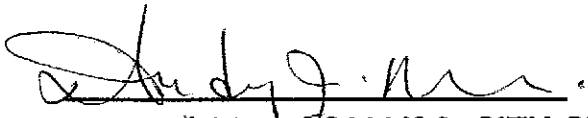
9. The Lessee shall obey all federal, and State laws.

LESSOR:

CITY OF LIBBY, MONTANA

By:   
BRENT TESKE, MAYOR

ATTEST:

  
AUDREY Mc COLLUM, CITY CLERK

LESSEE:

LIBBY AREA CHAMBER OF COMMERCE

By:   
President, Libby Chamber of Commerce

STATE OF MONTANA )

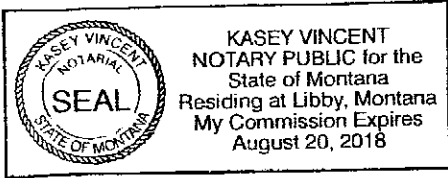
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County of Lincoln )

On this 2<sup>nd</sup> day of October, 2017, before me, a Notary Public for the State of Montana, personally appeared Brent Teske and Audrey Mc Collum, known to me to be, respectively, the Mayor and

City Clerk of the City that executed the within instrument and acknowledged to me that such City executed the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand affixed my Notarial Seal and the day and year first above written.



Kasey Vincent  
Notary Public for the State of Montana  
Residing at Libby, Montana  
My Commission Expires 8-20-18



# Ordinance 1981

## Chapter 10.37

### GOLF CARTS

#### Sections:

- 10.37.010**     **Definitions.**
- 10.37.020**     **Golf carts generally prohibited.**
- 10.37.030**     **Golf carts permitted.**
- 10.37.040**     **Violation-Penalty.**

#### **10.37.010 - Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

A. "Golf cart" means a motor vehicle that is designed for use on a golf course to carry a person or persons and golf equipment and that has an average speed of less than fifteen (15) miles per hour.

B. "Person" means an individual, corporation, partnership, association, firm, or other legal entity.

C. "Physically disabled person" means any person meeting the criteria set forth in Mont. Code Ann. § 49-4-301 that qualifies for a certificate allowing the person to park in a parking space for the physically disabled. (Ord. No. 1981 05-03-2021)

#### **10.37.020 - Golf carts generally prohibited.**

Per MCA 61-8-391, a person may not operate a golf cart on a public street or highway open to the public unless the operation is pursuant to this chapter and at the times and places set forth herein. (Ord. No. 1981 05-03-2021)

#### **10.37.030 - Golf carts permitted.**

The Libby City Council specifically authorizes limited golf cart operation on public streets and highways within the city limits, only to physically disabled persons, under the following terms and conditions:

##### A. Operating requirements.

1. A person operating a golf cart on a public street or highway must have a valid driver's license or valid low speed restricted driver's license.

2. A golf cart may not be operated on a public street or highway unless it is equipped with:

- a. At least one and not more than two headlamps,
- b. At least one tail lamp,
- c. At least two red reflectors mounted on the rear of the vehicle,
- d. Stop lamps,
- e. A horn, and
- f. A mirror that reflects to the driver a view of the highway for at least 200 feet to the rear of the vehicle.

3. Prior to operation on a public street or highway, the golf cart must be appropriately registered with the Montana Motor Vehicle Division per MCA 61-3-321. The registration decal must be displayed visibly on the golf cart at all times of operation.

4. The owner of a golf cart that is registered and operated on a public street or highway by the owner or with the owner's permission shall continuously provide insurance against loss resulting from liability imposed by law for bodily injury or death or damage to property suffered by any person caused by maintenance or use of a golf cart in an amount not less than required by MCA 61-6-103.

B. Time and place of operation.

1. No golf cart may be driven, operated, or controlled on public streets or highways:

- a. Between sunset and sunrise,
- b. Without the use of lights as required,
- c. Contrary to any traffic law of the city or the State of Montana,
- d. With more than two persons in the vehicle,
- e. On US Highway 2 (9<sup>th</sup> Street), MT Highway 37 (California Avenue), and Mineral Avenue, and
- f. In any area where motor vehicle traffic is prohibited, blockaded or presents hazardous travel, including but not limited to nonmotorized multi-use paths or sidewalks.

2. Golf carts are specifically prohibited from:

- a. operating on public streets or highways for which the posted speed limit exceeds twenty-five (25) miles per hour.

3. Golf carts may only cross US Highway 2 (9<sup>th</sup> Street/Minnesota) at the following intersections with traffic lights:

- a. Louisiana; or Idaho.

4. Golf carts may only cross Highway 37 (California Avenue) at the following intersections:

- a. 3rd Street or Lincoln Blvd. (Ord. No. 1981 05-03-2021)

**10.37.040 - Violation—Penalty.**

Violation of this chapter shall be considered a misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500.00). Incarceration shall not be a penalty for violating this chapter. (Ord. No. 1981 05-03-2021)

**FIRST READING** and adopted by the Libby City Council on April 19th, 2021.

**SECOND READING** and adopted by the Libby City Council on May 3rd, 2021.

**SIGNED** by the Mayor on May 3rd, 2021.

ATTEST:

\_\_\_\_\_  
Brent Teske, Mayor

\_\_\_\_\_  
Samuel Sikes, City Clerk/Treasurer



# Cabinet View Golf Club

## Clubhouse facility grant request

Date: 4-15-2021

Cabinet View Golf Club  
P.O. Box 1562  
Libby, MT 59923

### **Proposal Summary:**

To provide Cabinet View Golf Club (CVGC) with grant funds to aid in further economic development of the Libby area. With awarded grant CVGC can utilize funds in the future construction of a new clubhouse facility to provide forever benefit to the community it serves. CVGC is seeking a grant in the amount of \$541,000.00 (*five hundred & forty-one thousand dollars*). All funds will be used to replace the existing clubhouse that is now 62 years old and is coming to an end of its useful life.

### **Organization description and history:**

Cabinet View Country Club opened for play in 1959. It was built with equipment donated by J. Neil's Lumber Company and an enormous amount of volunteering hours to bring forward the course for the community to use. The original course was only 9 holes and was very pivotal in the future success of Libby. In 2008 Cabinet View added the back 9 to make the course a full 18 holes. A \$1.541M loan was utilized when the Libby Area Development Corporation envisioned the need to invest in the project. The vision was to build the back 9 to become a complete course at 18 holes, to allow a developer to purchase and sell new homesites providing great economic growth to the Libby area and to gain proceeds to construct a new clubhouse facility.

CVGC is a non-profit 501 C4 that is overseen by 7 non-paid volunteer Board of Directors to include; Dann Rohrer as Chairman, Bob Castaneda as Vice-Chair, George Mercer as Treasurer, Tony Rebo as Secretary, Robin Swimley as Director, Jerry Mee as Director and Don Wilkins as Director. The daily operating staff is comprised of a Director of Golf with the aid of 4 part time clubhouse staff, then our Superintendent with the aid of 5 part time greens staff.

**Background:**

CVGC is under a loan agreement that was established on November 18<sup>th</sup> 2004 with the City of Libby. The agreement states that CVGC will repay \$1,541,000.00 upon the sale of the land to be developed. CVGC is currently under contract with a buyer to sell the developable land and to close on the sale at First American Title Company on May 14<sup>th</sup> 2021. This repayment of \$1,541,000.00 will be the largest amount ever repaid out of the original economic development funds.

After a failed sale of the land to a developer and then the stock market and housing crash of 2008, CVGC has struggled to find a buyer for the potential development. The property has been advertised multiple times year after year in an attempt to sell the property at a value that would yield the full repayment needed under the loan agreement. With property values taking years to rebound there was nothing that could be done by CVGC to attract a buyer who was willing to pay enough to satisfy the loan agreement. After searching for a buyer and waiting 13 years, the offer finally came in. Following numerous counter-offers and negotiating an agreed upon deal was signed. The buyer is a real estate developer with the full ability and intention to take the purchased land and move forward on an estimated 70 lot subdivision to be utilized for future home construction. This will be done to include covenants and restrictions to maintain the desired effect of clean higher valued subdivision.

Upon the agreement being reached between CVGC and the buyer an offer was brought forward to Libby City Council members. The offer was made requesting the City of Libby to accept a loan payment in the amount of \$878,875 and forgiving the remainder of \$662,125. After 3 separate City Council meetings the offer was voted on by Council members and failed to be accepted. Council members did approve a motion to only accept full loan repayment in the amount of \$1,541,000.00 and that CVGC needed to then bring forward a grant request to the City Council to help aid in the future construction of the new clubhouse facility.

## **Historical and future Benefit:**

Since the loan agreement was signed our community has waited 16.5 years for this great opportunity to arise. There has been negative publicity directed towards both the City of Libby and CVGC. At this very moment the parties involved have an opportunity to work together and truly push the Libby area towards great economic growth that the community deserves and put behind us that negative belief that the loan agreement was a mistake, when in fact it's one of the greatest success stories out of any investment that was part of the original economic development funds.

Historically speaking CVGC has provided a destination to come play our golf course bringing others to our area. The course has hosted an average of 7 annual multi day golf tournaments, to name a few are the Cabinet Peaks Medical Center Fundsies which is a fundraising event for our local critical access hospital, another is the Ben Graham tournament which is a fundraising event to provide scholarship to local high school graduates for college. Financially speaking CVGC is proud to have become one of the top property tax payers since annexation into the city and as of 2020 paid \$22,223.31 in that one year alone. Those thousands of dollars go to things such as our district school levy, county parks, ambulance funding, senior citizens transportation, public safety and law enforcement, City of Libby funding, City of Libby street lighting, City of Libby street maintenance and many others that CVGC is proud to pay to help our community.

The future benefits with approval of the grant funding can be labeled as a profitable investment into perpetuity. Selling the developable land with the intentions of developing 70 lots has economic growth at a level we haven't seen in years. This is not a one and done deal, this deal will provide growth for our entire lifetimes. The financial growth this development will provide is exponential. All businesses in our community will prosper from this development. We all must visualize the dollars spent on construction costs through building supplies stores and our local contractors, those dollars trickle down to and will be used at gas stations, restaurants, hotels, retail stores, grocery stores, sports stores and more. In essence, spurring economic growth and employment throughout our community.

The future tax revenue for our community will be strong; a development surrounding CVGC will bring high lot prices and future homes valued from \$300,000 to \$1,000,000+. Those home values will drive higher taxes paid for those in the development potentially aiding the others in the community by lessening their share of taxes. Future water and sewer services will be a source of revenue with brand new infrastructure requiring minimal maintenance costs.

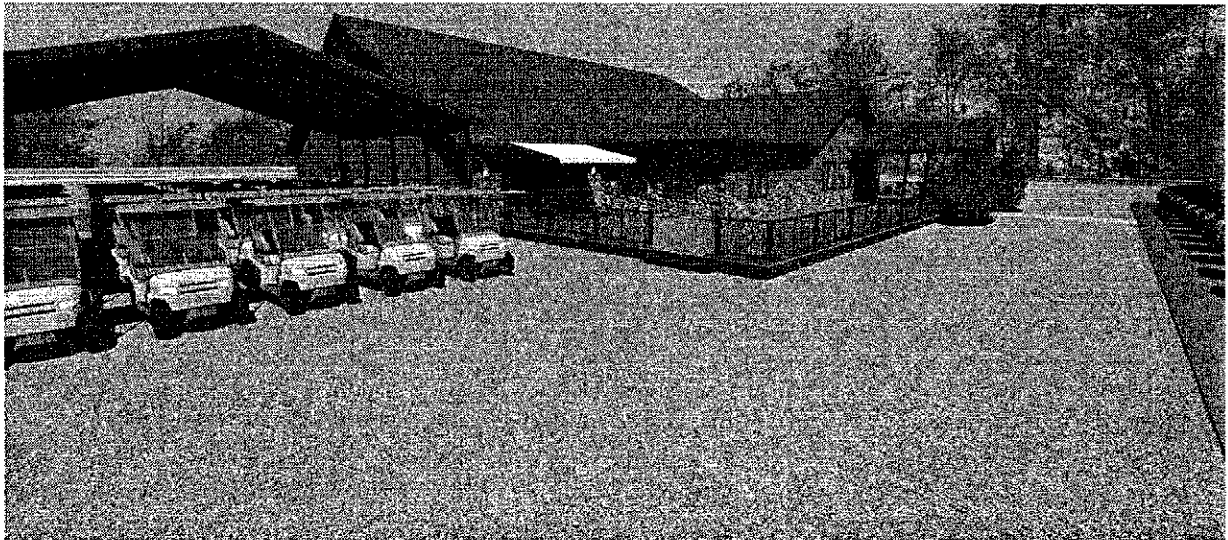
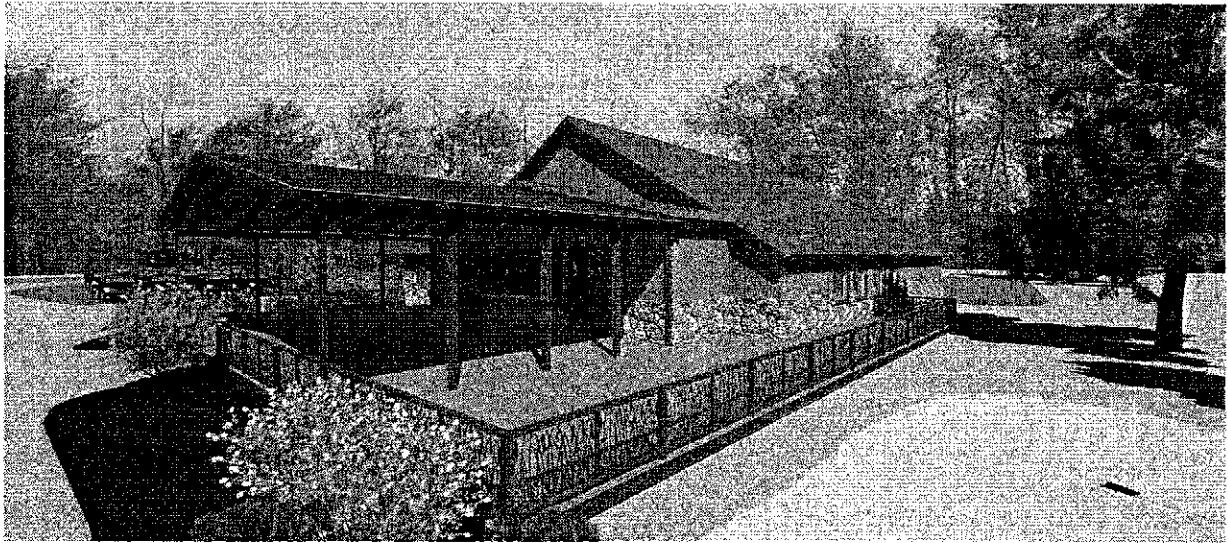
## **Project Description:**

The total project will have 3 phases of construction. First phase is the construction of the clubhouse facility, the second phase is to construct a new maintenance shop and the third phase would be to construct new cart sheds. This grant proposal from CVGC is only requesting funding to be used in construction of phase 1. The estimation to complete phase 1 is between \$820,000 and \$880,000 based on commercial estimates of a turn key facility. CVGC is planning on utilizing \$216,000 of funds that are profited from the sale of the land and adding those to the grant request of \$541,000 which will become a combined \$757,000. Phase 2 and 3 will not be started until future funds can be raised through CVGC cash flow from course operations, volunteer support along with potential donations and future loans to provide the funds necessary to complete the project.

With approval of grant funds construction will start as soon as possible with great consideration of current building material costs and access to local only contractors.

If the City of Libby is looking for matching funds CVGC will have future ability to show this if it helps in approval of the grant application. CVGC has intentions of selling the old clubhouse property upon the completion of the new clubhouse. Now this cannot be completed in advance of this grant request but it is noted that future funds will be utilized to aid in all phases of construction. These future funds can only be estimated, based upon preliminary review of the value of the old clubhouse, net proceeds could be in range of \$325,000 to \$400,000.

Photos below are the best representation of what CVGC is designing, this model was provided by an architectural firm by a CVGC member who has a desire to volunteer and see this project to fruition. It is the intent of the board at CVGC to maximum material by utilizing best practices in construction to be able to complete the most efficient and useable space for a clubhouse.



**Closing Statement:**

CVGC Board of Directors is thankful for the opportunity to present this request. As volunteers and community members ourselves we want to help in the best way we can to improve Libby now and forever. The economic value that will be added to our community with the sale of the land, the repayment of the loan, the grant funding and then construction of the new clubhouse is unmeasurable and will truly provide a profitable investment into perpetuity while aligning with the exact definition of Economic Development as well as the spirit of the original development funds use.



## Deer Management Action Plan

### City of Libby, Montana

#### I. Overview

The City of Libby (hereinafter "City") has a large wild deer population that includes both generational year-round Libby residents and transient deer that generally inhabit land immediately adjacent to the City boundaries but move in and out of the City's residential, business and industrial areas. The City recognizes the importance of, and wishes to preserve, a healthy deer population, the aesthetic value of wildlife viewing as well as the economic value that hunting provides to the area's businesses. However, the City is an expanding urban environment within a significant wildlife habitat and this creates the potential for conflict between residents and wildlife. A healthy wild deer population is important to the citizens of Libby. Wildlife viewing is an aesthetic value which will be preserved. Deer hunting in areas surrounding Libby is of high value to area residents and visiting hunters. It further brings economic value to our local businesses.

Our tradition and state law recognize the importance of Montana's public wildlife legacy. Minor or occasional property damage caused by wild deer is a natural and unavoidable consequence of their presence. However, high numbers of resident and non-resident deer generations of both resident and nonresident deer in high pose risks to human safety, public and private property, and natural vegetation, as well as to the deer. Historically, residents of the City have sought government assistance in managing those risks. In addition, Chronic Wasting Disease (CWD) has also been detected in Libby's deer populations heightening the necessity of orchestrated complicating deer management procedures and raising concern for maintaining healthy populations.

Therefore, the City has adopted this Deer Management Action Plan in concert with the Montana Department of Fish, Wildlife and Parks (FWP) to cooperatively manage the deer population so as to reduce the risks set forth above. It is the intent of the Plan to integrate with the FWP's Libby CWD Management Plan and to achieve the following specific goals:

numbers within the city can create situations that can threaten human safety, property damage, destruction of the city's natural vegetation as well as deer health.

Chronic Wasting Disease (CWD) has also been detected in Libby deer populations complicating deer management and raising concern for maintaining health populations.

#### History

Over the years, Libby residents have complained that the risk posed by the deer to human safety, and increased levels of property damage, have grown to unacceptable levels.

#### Action Plan: Purpose and Scope

1. To reduce the negative impacts to people and property caused by the deer in the city limits of Libby.

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2. To work with Montana Fish, Wildlife and Parks personnel to manage our deer population in the city.
3. Integrate the Libby Deer Management Plan with the FWP Libby CWD Management Plan to achieve common goals.

Specific goals

1. ~~To elimination of individual deer that are aggressive or and threaten safety;~~
2. ~~To elimination of specific individual deer which that appear sickly;~~
3. ~~RTe reduction of damagee, damage to property and native vegetation by lowering reducing the number of deer numbers in the City;~~
4. ~~Prevention of the feeding of deer by educating citizens of the hazards and illegality of doing so~~ Through an education program, make a concerted effort to stop the citizens of Libby from feeding the deer (pursuant to see MCA 87-3-130 making it# is a misdemeanor to feed deer);
5. ~~Promoting the safe disposal of deer carcasses by educating citizens on the subject;~~
- 5-6. ~~Promotion of the FWP CWD Management Plan goal to reduce the CWD infection rate among the deer population from 13% to below 5%. Through an education program, inform citizens of Libby about proper carcass disposal in landfills~~

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The Deer Management Procedures Deer Population

II. \_\_\_\_\_

The deer population has two components:

A. \_\_\_\_\_ Deer that are generational and year-round Libby residents

Transient deer which generally inhabit land immediately adjacent to the City of Libby boundaries, but move in and out of town using residential, business and industrial areas. The Plan will be accomplishing its specific goals by implementing the following strategies.

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A. The City will integrate its deer management goals by integrating its Plan with the FWP CWD Management Plan as follows.

Note 1

Our tradition and state law recognize the importance of Montana's public wildlife legacy. Minor or occasional property damage caused by wild deer is a consequence of their presence that city residents must accept.

Note 2

Citizens who find dead deer in town or on their city property should notify City Hall and report their address. The City Road Department will remove the carcass and properly dispose of it at the land fill.

Note 3

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Carcasses of deer that are trapped and removed as part of the FWP Libby CWD Management Plan will be given to our local food bank or other suitable charities if no CWD is detected and the carcasses are deemed suitable for consumption.

**Note 4**

Deer killed by vehicle accident in the city will be removed by the City Road crew and those killed by vehicle accident on a state highway within the city limits will be removed by the State Highway Dept. All dead roadkill carcasses will be disposed of at the landfill.

**Deer Management Procedures**

The City of Libby deer management Plan will be implemented using the following strategies:

Achieve Libby deer management goals by integrating the Libby City Deer Management Plan with the FWP CWD Management Plan. FWP has authority to manage deer populations utilizing hunting and deer culling efforts when CWD prevalence is above 5%. Surveys conducted during 2019-2020 estimated CWD prevalence within Libby City boundaries to be approximately 13%. Libby City has authority to manage deer within city limits pending a Fish and Wildlife Commission approved plan.

1. The City will assist FWP in conducting surveys to assess Libby's deer numbers by using City staff and/or volunteers to conduct transects.

Utilize City staff and volunteers to conduct transects.

1.

2. Pending FWP approval and funding of the FWP CWD Management Plan, FWP will trap and remove be responsible for trapping and removing deer within the urban area in and around Libby the City as follows:

- a. Trapping efforts will occur from December through February;
- b. City staff will help to identify deer removal locations and obtain trapping permission from private landowners;
- c. City Police may assist with trapping; and
- a. The deer trapped Trapped deer will not be relocated due to because of high stress to for the animal and high mortality rates after release, and because :
- d. FWP policy does not allow for relocating relocation of deer due to CWD and other disease concerns.

FWP will sharpshoot deer within the urban area in and around Libby as follows: The Libby City Police and FWP staff will be responsible to obtain permission slips to set traps on private property.

e.3.

- d. a. Sharp shooting Sharp shooting of deer may be considered authorized in areas and under conditions in which where it is acceptable, and can be done safely and effectively as determined by the City Police in conjunction with FWP; and.

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b. City and/or Lincoln County staff will assist as reasonably available and appropriate, recognizing that City police have the training and capacity to safely shoot deer within urban settings.

3. Deer killed by vehicle or other accident in the city will be removed by the City road department and those killed by vehicle accident on a state highway within the city limits will be removed by the Montana State Highway Department. All such carcasses will be appropriately disposed of at the landfill.

4. The Libby City Police and FWP staff will be responsible to obtain permission slips to set traps on private property.

a. Libby City staff will help to identify deer removal locations and obtain permission.

b. Libby City Police may assist FWP with trapping efforts or if sharp shooting should be conducted.

Libby City Police, in conjunction with FWP wardens, will determine if sharp shooting can be done in a safe location.

Libby City Police will work collaboratively with FWP staff to remove and test sick and injured deer.

5. City Staff will work collaboratively with FWP staff to test sick and injured deer by cooperating the FWP Libby area biologist and wardens to ensure CWD testing and proper disposal of carcasses.

5. a. Libby City Police have the training and capacity to safely shoot deer within urban settings.

b. Libby City Police will work with the FWP Libby area biologist and wardens to ensure CWD testing and proper disposal of carcasses.

6. Libby City staff will work with FWP and the local food bank or other suitable charities to distribute meat from CWD negative deer removed by FWP.

a. FWP will track test results and determine meat that is suitable for distribution.

b. Libby City Staff will coordinate with FWP staff to distribute meat in compliance with game transfer laws, and.

7. Libby City will house the freezer used to store carcasses while testing is being conducted.

c. FWP will provide, maintain and house a freezer used to store carcasses for the duration of this cooperative plan, e FWP and City operated plan in the future.

7. Libby City staff and FWP will work collaboratively to educate the citizenry:

a. City staff and FWP will educate the citizenry conduct educational activities to eliminate supplemental feeding and reduce other "natural" attractants.

b. City staff and FWP will educate the citizenry that it is illegal to discharge a firearm to kill deer within the City limits.

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- ~~b-c. City staff and FWP will educate the citizenry that if they find dead deer, they should contact law enforcement dispatch at 406-293-3343, extension 0, and report the location so that it may be removed and disposed of by the appropriate authority.~~
- ~~a-d. Libby City Police will notify anyone observed feeding deer that such is illegal under ef-state laws, and otherwise educate and encourage them to stop feeding deer, and provide educational material~~
- ~~b-e. Libby City Police will provide information to FWP wardens on feeding activities regarding these encounters; and~~
- ~~f. FWP will determine if feeding justifies further action, including prosecution (e.g., citation, etc.).~~

8. City staff and FWP will work collaboratively and will jointly monitor the effectiveness of this action plan and keep annual statistics.

- a. The Lincoln County Sherriff's Office Dispatch accepts all deer complaint calls within the city limits and will notify the appropriate agency to respond, including the City police, Sheriff's office, and FWP; and
- b. When citizens resist management activities to remove deer on their property, the City staff will refer the occurrence FWP to discuss alternative strategies such as fencing.

9. This program action plan for deer reduction within the Libby city limits will be effective upon authorization from FWP and the Montana Fish and Wildlife Commission. The program will remain in effect until modified or terminated by the City, Montana FWP, or the Montana Fish and Wildlife Commission.

- a. The FWP CWD Management Plan goal is to reduce the CWD prevalence infection rate to below 5%. It will be evaluated after 5 years. In the event that the goal of infection rate reduction is met or the CWD management plan is discontinued, FWP will assist the City in identifying costs and funding sources and in determining whether the City can sustain a its own Plan in the future.

~~c.~~

9. Libby City will identify funding needs and sources to take over deer management actions should the goals of the FWP CWD Management Plan be met or if the FWP CWD Management Plan is discontinued.

In the event that the goals of prevalence is met or CWD management plan is discontinued, FWP will assist The City of Libby in identifying costs, funding sources and determine if a City operated plan is sustainable in the future.

- a. The FWP CWD Management Plan goal is to reduce CWD prevalence to below 5%. It will be evaluated after 5 years.

- b. This Libby City Deer Management Action Plan will be reviewed and revised as needed and based on Commission recommendations

Monitoring and responsibilities

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The City of Libby Police Department and Montana Fish, Wildlife & Parks will jointly monitor the effectiveness of this action plan and keep annual statistics.

The Lincoln County Sheriff's Office Dispatch will accept all deer complain calls within the city limits and notify the appropriate agency to respond: City Police, Sheriff's Office, FWP Wardens. No citizens are allowed to discharge a firearm to kill any deer in the city limits!

There could be situations in which the public may not be open to management actions to remove deer on their property. Questions and concerns can be forwarded to FWP to discuss alternative strategies like fencing, etc.

#### Program Longevity

This program action plan for deer reduction within the Libby city limits will be effective upon authorization from Montana FWP and the Montana Fish and Wildlife Commission. The program will remain in effect until modified or terminated by City of Libby, Montana FWP, or the Montana Fish and Wildlife Commission. Authority For Implementing Deer Management Procedures.

#### Overall authority and direction

1. Pursuant to Section 87-1-201 of the Montana Code Annotated, FWP (MCA) has the authority to "supervise all the wildlife, fish, game and non-game birds, waterfowl and game and fur-bearing animals of the state and may implement voluntary programs specifically."

2. FWP has authority to manage deer populations utilizing hunting and deer culling efforts when The CWD infection rate is above 5%. Surveys conducted during 2019-2020 estimated The CWD infection rate within City limits to be approximately 13%.

The City has authority to manage deer within city limits following with the approval of the Fish and Wildlife Commission pursuant to

3. As for FWP authority for granting permission to the city to implement their plans Section 7-3-1105 MCA, which states "A city or town may adopt a plan to control, remove and restrict game animals as defined in 87-2-101 MCA within the boundaries of the city or town limits for public health and safety purposes. The plan from the city or town will be approved by FWP and the state game commission and any conditions of the same plan will apply."

FWP has the authority per 87-1-226 MCA to allow the City to distribute the meat to their own food bank or other appropriate charitable institutions or persons, as deemed by the city.

4.

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RESOLUTION NO. 1979

**A RESOLUTION OF THE CITY OF LIBBY, A MUNICIPAL CORPORATION OF MONTANA, ADOPTING A SCHEDULE OF FEES FOR CERTAIN ADMINISTRATIVE SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE, AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.**

**WHEREAS**, On March 15, 2018, the City of Libby adopted a resolution changing certain provisions of Title 13, Chapter 13.54, Water Rates and Regulations.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of Libby adopts the following fee schedule for planned mobile home development licenses:

**Water**

If the proposed connection is for a planned mobile home development with 20 or more connections, and the owner of the project furnishes and installs all connections, including mains, secondary lines, metering pits, and water meters according to City and State regulations and under the supervision and approval of the City, the per unit connection fee is \$500.00.

A new, vacant unit that is not equipped with a water meter shall not be charged the monthly base rate fee. The City shall be allowed to supervise the subsequent installation of water meters in those units.

Established units that become vacant will be subject to the base rate fee and other provisions of Chapter 13.54 of the Libby Municipal Code.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF LIBBY, MONTANA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

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Brent Teske, Mayor

ATTEST:

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Samuel Sikes, City Clerk

RESOLUTION NO. 1980

**A RESOLUTION OF THE CITY OF LIBBY, A MUNICIPAL CORPORATION OF MONTANA, ADOPTING A SCHEDULE OF FEES FOR CERTAIN ADMINISTRATIVE SERVICES PROVIDED AND REGULARLY CHARGED AS SPECIFIED BY CITY CODE, AND PROVIDING FOR THE EFFECTIVE DATE OF ALL FEES.**

WHEREAS, On March 15, 2018, the City of Libby adopted a resolution changing certain provisions of Title 13, Chapter 13.02, Comprehensive Sewer Regulations.

NOW THEREFORE, BE IT RESOLVED by the City Council of Libby adopts the following fee schedule for planned mobile home development licenses.

**Sewer**

If the proposed connection is for a planned mobile home development with 20 or more connections, and the owner of the project furnishes and installs all connections, including mains and secondary lines, according to City and State regulations and under the supervision and approval of the City, the per unit connection fee is \$500.00.

A new, vacant unit that is not equipped with a water meter shall not be charged the monthly sewer base rate fee.

Established units that become vacant will be subject to the base rate fee and other provisions of Chapter 13.02 of the Libby Municipal Code.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF LIBBY, MONTANA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

---

Brent Teske, Mayor

ATTEST:

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Samuel Sikes, City Clerk



1340-118

Plus \$500<sup>00</sup> Hookup Fee

Waste Water Investment Fee by Fixture Units

	Fixture Units (F.U.)	Measure Method F.U.	Cost/unit
Single Family	14.5	Each Connection	\$1,798.00
Multifamily/unit	8.5	Per each unit	\$1,054.00
Lodging/Unit	5.5	Per each unit	\$682.00
Public Laundry/sqft	0.05	Per sqft building footprint	\$6.20
Commercial Laundry/sqft	0.08	Per sqft building footprint	\$9.92
Vehicle wash/bay	12	Per vehicle bay	\$1,488.00
Restaurant/Food service	0.01	Per sqft building footprint	\$1.24
Commercial (2000 sqft or less)	8.5	Each Connection	\$1,054.00
Commercial (>2000<=5000)	26	Each Connection	\$3,224.00
Commercial/1000sqft(>5000) 26+1/each additional 1000 sqft	1	1000	\$124.00
General Assembly 100 persons	10	100	\$1,240.00
School/ 120 persons	18	120	\$2,232.00
Churches/ 150 persons	8	150	\$992.00
Day care / min connection plus 1.5-F.U./ each 10 persons over 20	8.5	Each connection + F.U./ 10	\$1,054.00

Industrial

Established on a case by case basis

Plus 500<sup>00</sup> Hookup Fee

New water & Sewer

\$4283.00

+ 500.00

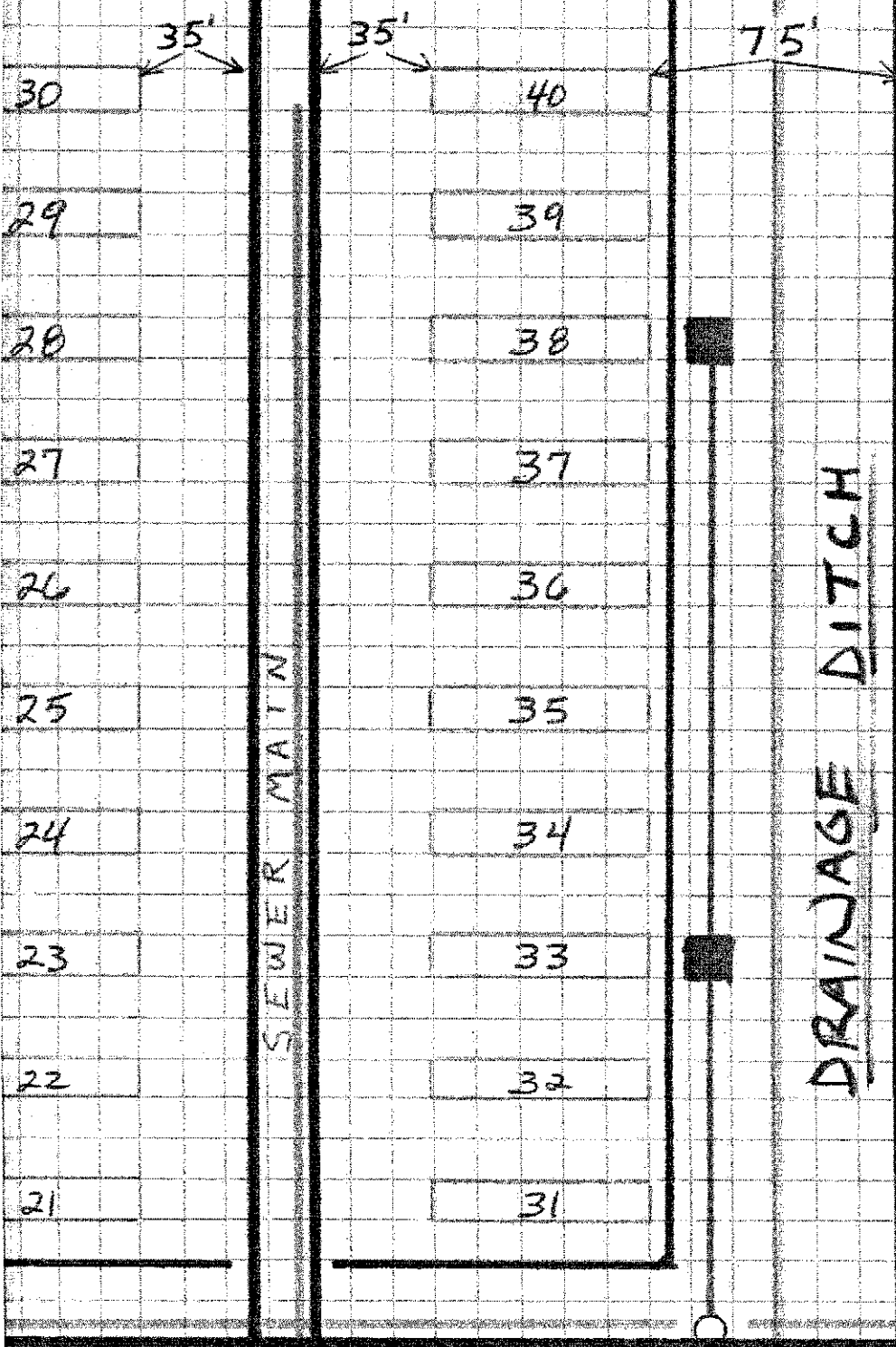
\$4,783.00

Water Plant Investment Fee by Fixture Units

	Fixture Units (F.U.)	Measure Method F.U.	Cost/unit
Single Family	14.5	Each Connection	\$1,485.00
Multifamily/unit	8.5	Per each unit	\$870.48
Lodging/Unit	5.5	Per each unit	\$553.25
Public Laundry/sqft	0.05	Per sqft building footprint	\$5.12
Commercial Laundry/sqft	0.08	Per sqft building footprint	\$8.19
Vehicle wash/bay	19	Per vehicle bay	\$1,945.79
Restaurant/Food service	0.01	Per sqft building footprint	\$1.02
Commercial (2000 sqft or less)	8.5	Each Connection	\$870.48
Commercial (>2000<=5000)	26	Each Connection	\$2,662.66
Commercial/1000sqft(>5000) 26+1/each additional 1000 sqft	1	1000	\$102.41
General Assembly 100 persons	10	100	\$1,024.10
School/ 120 persons	18	120	\$1,843.38
Churches/ 150 persons	8	150	\$819.28

STORAGE  
BLDG

DRIVE



#4283 - \$500  
was \$191,320

#500 - was (K2)  
FOR PLANT  
INT. RESTAURANT  
Etc

SEWER MAIN

JAY