

CITY OF LIBBY

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REGULAR COUNCIL MEETING #1634

AUGUST 7, 2023 @ 7:00 PM

COUNCIL CHAMBERS – CITY HALL

CALL TO ORDER:

- Pledge of Allegiance
- Prayer Matthew Coblentz
- Roll Call
- Welcome
- Approve City Council meeting #1632 minutes dated July 5, 2023 and City Council meeting #1633 minutes dated July 17, 2023.

ANNOUNCEMENTS:

COMMITTEE REPORTS:

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

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

OLD BUSINESS: Each previous agenda item will be introduced by the mayor with a description of the item and explanation for the recommended action to be taken. Following council discussion on each item there will be an opportunity for public comment. Public comment is limited to 3 minutes concerning the agenda item being discussed only.

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 resolution #2009 water rules update.
2. Approve Resolution 2016, Adopting a Fee Schedule for Floodplain Application Review in accordance with Ordinance 2003 City of Libby Floodplain Hazard Management Regulations.
3. Approve awarding winning bid for Cabinet Heights water project.
4. Update on Request for Proposals/spoils pile.
5. Letter of Engagement with Alan McCormick/Garlington, Lohn & Robinson as land use attorney.
6. Approve Animal Control Agreement with Lincoln County.
7. Approve Chisholm & Chisholm PC two-year City Attorney Contract.
8. Approve A Cut Above Maintenance Contract for 2024.
9. Approve Julie Spencer Cleaning Contract for 2024.
10. Approve contract with Justice Court for City Judge for 2024.
11. Approve Fraser Management & Consulting, PLLC engineering contract for 2024.
12. Approve preliminary budget.
13. Introduce ordinance #2009 Auxiliary Dwelling Units.
14. Approve all claims received to date.
15. Approve all business license applications received to date.
 - a. BEAR Chimney Sweep LLC, 179 Pine Creek Lane, LLC., Chimney cleaning.
 - b. Hunters' Handyman & Cleaning Service LLC, 209 Glendora Ave., LLC., Janitorial, cleaning, and handyman services.
 - c. Personal Home Health Care, 689 Cabinet Heights Rd., Individual, Personal home health care and assistance cleaning.
 - d. Richardson Painting LLC, 217 West Cedar St., LLC., Interior/exterior painting and pressure washing.

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

GENERAL COMMENTS FROM COUNCIL: Public comment will not be taken during this portion of the meeting.

ADJOURNMENT:

The manner of Addressing Council:

- Each person, not a Council member, shall address the Council at the time designated in the agenda or as directed by the Council, by stepping to the podium or microphone, giving that person's name and address in an audible tone of voice for the record, unless further time is granted by the Council, shall limit the address to the Council to three minutes.
- All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff with no personal remarks allowed.
- No person, other than the Council and the person having the floor, shall be permitted to enter any discussion either directly or through a member of the Council, without the permission of the Presiding Officer.
- Any person making personal, impertinent, or slanderous remarks or who shall become boisterous or disruptive during the council meeting shall be forthwith barred from further presentation to the council by the presiding officer unless permission to continue is granted by a majority vote of the council.

ATTENTION:

To access this meeting electronically with **ZOOM**,

Dial: 253-215-8782

Meeting ID: **4042719951**

Password: **151041**

Posted: 8/3/23

UNAPPROVED MINUTES

The City Council held Council Meeting #1632 on Monday, July 5, 2023, in the Council Chambers at City Hall.

Call to Order:

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

The Pledge of Allegiance was completed, prayer was by Jeff O'Connell, 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 Public Hearing – Board of Adjustment minutes dated June 5, 2023 and City Council meeting #1630 minutes dated June 5, 2023:

Councilor Zimmerman **MADE A MOTION** to approve Public Hearing – Board of Adjustment minutes dated June 5, 2023 and City Council meeting #1630 minutes dated June 5, 2023 and Councilor Smith **SECONDED**.

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

MOTION PASSED.

Announcements:

None.

Committee Reports:

Administrator: Administrator Sikes reported for the Sewer Department, auxiliary bar screen is almost complete, just waiting on the last computer controller and applications are still being accepted for the open position and can be submitted at Job Service.

For the Water Department, everything is running smoothly and still waiting for the Preliminary Engineering Report to be completed.

We are hoping to have the Cabinet View Golf Course water main replacement back from DEQ in the next 45 – 60 days. The bidding process will begin soon so we can be ready to begin once the plans are returned from the DEQ. The biggest problem will be that contractors schedule work months and years out, so they may not be able to start the project immediately once approved.

The first Lead Service Line inventory letters were mailed out on June 29th. The second letter, including the questionnaire and return envelope will be mailed out in the next few days. Hoping to have maximum voluntary participation to complete the report due next year. The best advice to customers in filling out the questionnaire would be to look at your plumbing where it enters the house and under the sinks. If it is plastic call it such, if not, slap a magnet on it because most plumbing in Libby will be steel and the magnet will stick.

Street Supervisor: Justin Williams reported the crews have been busy patching potholes, jetting lines, cutting back branches and bushes to keep visibility clear, sweeping, and cleaning out storm drains. Flowers pots purchased by the city were delivered to Libby Hotel for disbursement. Playground at Fireman's Park has been completed and leftover chips spread in the other two play areas and sod laid in areas disturbed by equipment. Work has been finished at the water shop on Cedar Street, should be no more issues with erosion around the building. Still having issues with the bathrooms at Fireman's Park and Pavilion, people are doing naughty stuff and leaving it for others to deal with. Fire hydrant on Spruce Street is back up and in service after waiting on backordered parts. Street lights on Commerce Way are being put up and will be completed soon. Have been getting prices to change the lights over to LED at the Fred Brown Pavilion and City Ballpark. Painting for handicap parking spots will begin soon. Spoke with the County Landfill about dumping waste on a regular basis and have been able to take two loads of a day to get the dry bed areas cleaned up.

Fire: Councilor Zimmerman reported LVFD responded to 6 calls for the month of June, 3 calls in City and 3 Calls in Rural Fire District. 1 vehicle, 2 mutual aid ambulance, 1 false alarm, and 2 miscellaneous. The week of July 10th annual fire hydrant flushing, inspection, and 5-year flow test will begin. Deficiencies or maintenance issues will be passed to the Streets Supervisor.

Police: Chief Ercanbrack reported for June 209 calls received, down from last year's 221 calls. Many items have been completed in the office at the Police Station and around the community.

Chief Ercanbrack swore in new Police Officer Caleb Thomas.

Streets/Lights/Sidewalks: Councilor Beach announced there will be a few items on this agenda from the committee.

Zoning: Councilor Smith announced the commission met on the 26th of June discussing the signed law from the Governor requiring municipalities to adopt Accessory Dwelling Unit (ADU) ordinances. The Zoning Commission is working on those ordinances to present to Council for consideration.

Cemetery/Parks: Councilor McNew announced the contractor is waiting on parts to move the power pole in the pocket park and should be completed in a couple of weeks.

Finance: Clerk/Treasurer Monigold reported fiscal year 22 audit has been completed with 2 findings: 1. Misclassified capital outlay, those are the City's assets, a paving project and the new playground equipment were entered under the wrong object code and was corrected by the auditor. 2. Revenue bond requirements in the Sewer fund, Administrator Sikes has updated the paperwork with Rural Development to show our we have met our reserves, but that paperwork was not available until after the audit had been completed so the auditor had to go by what the old paperwork had required. The new contracts will be available for the audits going forward.

Public Comment on Non-Agenda Items:

Mayor Williams acknowledged the Pride Festival is a very sensitive conversation and many people are passionate about it, but the City Council cannot discriminate against renting the Fred Brown Pavilion to that event and we cannot preemptively enforce laws, until a law has been broken, we cannot issue citations, cancel events, or take any action along those means. Butte has experienced a lawsuit due to canceling an event at their library based on information they had about the event.

David Humphrey, 187 Cedar Meadow, had concerns about the drag show that will be held at the Pride Festival. Spoke about HB359 and asked if council had concerns about the event, and if Chief Ercanbrack will monitor to see if there are any violations of HB359.

Mayor Williams stated there have been conversations with the Sheriff and Under-Sheriff and there will be a conversation with law enforcement and the event organizers on Friday before the event.

DC Orr, 1117 Nevada Ave., agreeing with the Mayor about the Pride Festival and Council has rules for how the park is used and suggested, no nudity and no children sitting on stranger's laps be added to the list of rules. Mr. Orr announced he is running for Council and voiced his opinion about questions not being answered at a City Council meeting.

Old Business: None.

New Business:

Approve Libby Area Business Association's request for Crazy Days road closure, Mineral Ave. from Libby Gym to other side of Pastime 10 am – 4:30 pm, Saturday August 26th:

Gail Burger, 302 California Ave., requested the street closure, described the changes to the closure, and asked to use the City's barriers for Saturday, August 26th from 10 am – 4:30 pm.

Councilor Smith **MADE A MOTION** to approve road closure for Crazy Days, Councilor Berke **SECONDED**.

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

MOTION PASSED.

Approve bid for propane:

Councilor Smith **MADE A MOTION** to approve bid for propane, Councilor Zimmerman **SECONDED**.

Mayor Williams read the bid.

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

MOTION PASSED.

Approve bid for fuel:

Councilor Beach **MADE A MOTION** to approve bid for fuel, Councilor Zimmerman **SECONDED**.

Mayor Williams read the bid.

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

MOTION PASSED.

Approve bid for crushed aggregates:

Councilor Zimmerman **MADE A MOTION** to approve bid for crushed aggregates and Councilor Beach **SECONDED**.

Mayor Williams read the bid.

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

MOTION PASSED.

Approve 2% COLA and 1% step increase for department heads to match union employees:

Councilor Zimmerman **MADE A MOTION** to approve 2% COLA and 1% step increase for department heads to match union employees, Councilor Beach **SECONDED**.

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

MOTION PASSED.

Approve Street Committee recommendations of handicap parking spaces:

Councilor Beach explained there have been requests about handicap parking. Twisted Turtle asked that the one alongside their business be removed because there is not very much parking in that block for employees and storefront owners.

Dome Theater has requested a handicap parking spot on 6th St., they have the correct curbing so it would just have to be painted. West 5th St. and California, the insurance company in the old credit union building has requested 2 handicap parking spots. American Legion has requested 2 handicap parking spots on West 4th St. and California, after meeting with them, their sidewalk and curb are not adequate and are soliciting bids to have that done at that location prior to painting. West 4th and Mineral, next to Fusions Hair Salon requesting a handicap parking spot and another between the hair salon and Manahan's furniture on 4th and Mineral. A total of 7 handicap parking spots in the downtown area. Streets Committee met and reviewed the requests and recommend moving forward.

Councilor Smith **MADE A MOTION** to approve Street Committee recommendations of handicap parking spaces, Councilor McNew **SECONDED**.

Councilor Zimmerman inquired about the handicap spot located on 4th down from the Legion at Odd Fellows that was being removed. Councilor Beach said he has reached out but no response yet.

Bruce Weatherby, 1006 W. 9th, inquired why there are no additions to handicap parking on Mineral. Councilor Beach explained since there is angled parking on Mineral it would eliminate parking, because to be handicap parking multiple spots would be eliminated to gain one spot. Mr. Weatherby gave an example of the need for van handicap parking and suggested every other block changing the end angle parking to handicap accessible parking large enough for a van. Councilor Zimmerman explained that was discussed when the angled parking was first implemented, any business is welcome to come and ask for handicap parking, using Lin Care as an example, the cost the business is responsible for to create a handicap spot hinders that transition so there have been very few requests.

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

MOTION PASSED.

Approve Street Committee recommendations for placement of 2 stop signs:

Councilor Beach explains the requests for 2 stop signs to be installed. Intersection of Cedar Street and Main Ave near the radio station after review the Streets Committee recommends a 3-way stop. Intersection at Utah Ave. and 8th St. after review the Streets Committee recommends a 4-way stop.

Councilor Smith **MADE A MOTION** to install a 4-way stop at the intersection of 8th and Utah and Cedar and Main, Councilor Berke **SECONDED**.

DC Orr, 1117 Nevada Ave., appreciated the way it was presented and asked if there was anything that could be done to keep people from avoiding the stop light and cutting across Johnie's parking lot because of so many close calls over the years.

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

MOTION PASSED.

Approve Memorandum of Agreement with Lincoln County Sheriff's Office for fiscal year 24:

Councilor Zimmerman **MADE A MOTION** to approve Memorandum of Agreement with Lincoln County Sheriff's Office for fiscal year 24, Councilor Smith **SECONDED**.

Mayor Williams explains this is the exact agreement in place but expired June 30th and this agreement is to extend it into 2024.

Councilor Taylor recommended the agreement be rewritten because it still states the Police Chief position has been vacant for a long period of time and is no longer true. Mayor Willaims spoke with Brent Folkner and he didn't see a need to rewrite it just needed new signatures.

Council discussed the agreement.

DC Orr, 1117 Nevada Ave., recommended the document be rewritten to fix the wording issues. Mr. Orr suggested considering to keep the agreement since the Mayor has said the police budget is looking good, may save some money.

John Bebee, 704 E 9th St., agreed it should be rewritten to correct the wording.

Cody Ercanbrack, Libby Police Department, 603 Mineral Ave., agreed the wording should be corrected.

Councilor Zimmerman **WITHDREW THE MOTION**.

Mayor Williams explained a motion needed to be made to reconsider Resolution #2014 and #2015. The motion needs to come from one of the four people who voted the last time regarding the annexation ordinance.

Councilor Smith **MADE A MOTION** to approve to reconsider the annexation, Councilor Zimmerman **SECONDED**.

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

MOTION PASSED.

Approve Resolution #2014 for annexation:

Councilor Zimmerman **MADE A MOTION** to approve Resolution #2014 for annexation and Councilor Berke **SECONDED**.

Mayor Williams read Resolution #2014.

DC Orr, 1117 Nevada Ave., stated he believes a motion to reconsider has to happen at the next meeting, wanting Council to know because he believes the original motions was longer than last meeting.

Mayor Williams stated the motion was from the meeting on June 19th.

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

MOTION PASSED.

Approve Resolution #2015 for annexation:

Councilor Zimmerman **MADE A MOTION** to approve Resolution #2015 for annexation and Councilor Beach **SECONDED**.

Mayor Williams read Resolution #2015.

Councilor Smith commented, she appreciated the revisions to the annexation and zoning and believe the permitting process will ensure all standards are being met including design and engineering for infrastructure. Having concerns about residential traffic on 2nd St., currently owned by the County, with 68 dwelling units being built. Libby does not have a policy for requiring improvements with projects coming into the city as the city grows. Suggesting methods the city could undertake. 1. Require developer to improve the road adjacent to project site. 2. Require developers, as a condition of annexation, waving the right to protest a future SID.

Councilor Taylor stated the contractors have agreed to make the changes that were requested and supports the annexation.

Councilor Beach commented, 2nd St. has the potential to have a lot of new building sites and suggests spending time to look towards the future, similar (SID) Special Interest District, to come up with a process that will work down the road to cover any issues that may arise.

Levi Thompson inquired if the process would be considered more like an impact fee where the developers have pay a fee and it goes into a special fund to improve areas that need to be improved as a whole instead of patch work as it progresses. He suggested if developers know the rules going in the fund would really help a lot. Councilor Beach stated the city does have impact fees for water and sewer and agrees moving forward the city needs to improve the process and fix it.

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

MOTION PASSED.

Mike Faser RFP – Request for Proposal (Draft):

Mayor Williams explains the Request for proposal, wanted to find out if Council has any changes for the language or if the city should move forward with it.

Council discussed the spoils pile, area involved, any concerns, and interest in moving forward.

Council agrees to have it posted.

Mayor Williams responded she would have it on the next agenda.

Approve all claims received to date:

Councilor Zimmerman **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 license applications received to date:

Allen Automotive & Equipment Repair.

Councilor Beach **MADE A MOTION** to approve all business licenses received to date and Councilor Berke **SECONDED**.

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

MOTION PASSED.

General Comments from the Council:

Councilor Smith inquired about the wayfinding sign for out front of City Hall that had been discussed at a previous meeting.

Councilor Smith commented it was a tortured process for annexation and suggested developing and adopting a policy for annexation so going forward it will help make good decisions, help the citizens, and not make messes for future councils to deal with. Giving examples of areas that look unfinished and need to tighten up the approach to help with the direction of growth as it shows in the Growth Policy.

Mayor Williams commented, one of the things that came up over and over, the Growth Policy does not include a land use map, that really needs to be corrected and the City needs to find the funding to make that happen.

Councilor Smith agreed that is something Planning and Zoning could take on with a series of public meetings.

Attorney Chisholm commented, research has been done trying to find some good, recent, and well thought-out annexation procedures from other municipalities across the state and will email those ideas to Council.

Councilor Smith commented wanting developers to pay their way, the city should not be subsidizing development because we can't afford to do that.

Adjournment:

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

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

MOTION PASSED.

Mayor Williams adjourned the meeting at 8:19 PM.

Mayor Peggy Williams

Clerk-Treasurer Leann Monigold

UNAPPROVED MINUTES

The City Council held Council Meeting #1633 on Monday, July 17, 2023, in the Council Chambers at City Hall.

Call to Order:

The meeting was called to order at 7:00 pm by Council President Brian Zimmerman.

The Pledge of Allegiance was completed, prayer was by Mark Smith, roll call commenced. Present were 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 was not in attendance.

Councilor Zimmerman welcomed all present.

Approve City Council meeting #1631 minutes dated June 19, 2023:

Councilor Beach **MADE A MOTION** to approve City Council meeting #1631 minutes dated June 19, 2023, Councilor Berke **SECONDED**.

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

MOTION PASSED.

Announcements:

None.

Committee Reports:

Administrator: Administrator Sikes reported, in FY22 a total of 55 building permits were sold for \$47,000 and for FY23, spring time was a little slower than expected, 46 permits were sold for \$32,360. Every 2 years a building report has to be sent to keep our building plan, he is getting ready to begin that report. Starting July 1st, the building program has to have its own fund and will be self-sustaining.

Zoning: Councilor Smith announced the next meeting will be July 31 at 6pm and will try to have some draft language on Accessory Dwelling Units for review.

Park District Manager of Projects: Tony Petrusha reported having a meeting to discuss increasing the scope of the Logger Trail (connecting trails throughout Libby).

Spoke with DOT about grant to get remaining blocks done and contacting the contractor to move forward.

Libby Park District is operated by a board of directors, trying to increase effectiveness to become the manager of Parks. The Park District receives .5 mil annually.

Port Authority's Targeted Economic Development district - when the tax increment can go back into the Port, working on trying to get that targeted towards recreation

An Outdoor recreational survey is coming up to get published throughout the community using email and social media.

Port (swim Pond) is moving forward, the design is ready and getting prices. There is a meeting tomorrow with DNRC about water rights. A grant from LOR will pay design fee. The largest expense will be the pond liner that is 145 X 250 ft.

Twisted Turtle will be creating signage and maps to get to area parks and getting pricing for them.

Currently waiting for the Forest Service to get back to us on the Environmental Assessment with the Flower Creek/Snowshoe Trails, after the cost for that will be about \$100,000.00.

Council Smith commended Mr. Petrusa for his efforts.

Finance: Clerk/Treasurer Monigold reported a Budget Committee meeting will be held Thursday July 20th at Noon.

Public Comment on Non-Agenda Items:

Old Business:

Approve Memorandum of Agreement with Lincoln County Sheriff's Office for fiscal year 2024:

Councilor Beach **MADE A MOTION** to approve Memorandum of Agreement with Lincoln County Sheriff's Office for fiscal year 2024, Councilor Smith **SECONDED**.

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

MOTION PASSED.

Mike Fraser RFP – Request for Proposal (DRAFT):

Councilor Smith **MADE a MOTION** to move forward with advertising the RFP as presented, Councilor McNew **SECONDED**.

Tony Petrusa inquired if this scope is going out for bid and how it will be funded for removal.

Councilor Zimmerman explained the process.

Councilor Smith explained the city does not know what this will take and this will put out there to see if the city gets any proposals back, if any proposals come back that make sense for the city and the entity doing the work, Council will move that direction.

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

MOTION PASSED.

New Business:

Approve Riverfront Blues Festival noise variance request for August 12 and 13th:

Councilor Smith **MADE A MOTION** to approve Riverfront Blues Festival noise variance request for August 12 and 13th, Councilor Beach **SECONDED**.

Alida Snow representing Riverfront Blues Festival, requested a noise variance for the Blues Festival until 1:30 am, August 12th and 13th.

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

MOTION PASSED.

Approve Chainsaw Carving street closure:

Troy Douthit, 179 Park St., requested a street closure on Mineral Ave. for the Chainsaw Carving September 6th – 10th and explained it is the same plan that has been in place with no changes.

Councilor Smith inquired about procedure, if an entity does not come with a certificate of insurance when presenting their request, does the front desk follow up on that prior to the request. Clerk/Treasurer Monigold confirmed that is the procedure.

Councilor Berke **MADE A MOTION** to approve Chainsaw Carving street closure, Councilor McNew **SECONDED**.

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

MOTION PASSED.

Approve Resolution 2016, adopting a Fee Schedule for Floodplain Application Review in accordance with Ordinance 2003 City of Libby Floodplain Hazard Management Regulations:

With no document available, Council agreed to move to next meeting.

Approve all claims received to date:

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

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

MOTION PASSED.

Approve all business license applications received to date:

Sweet Pea Cleaners and Yarden LLC.

Councilor Smith **MADE a MOTION** to approve all business licenses received to date and Councilor McNew **SECONDED**.

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

MOTION PASSED.

General Comments from the Council:

Adjournment:

Councilor Berke **MADE A MOTION** to **Adjourn** and Councilor Beach **SECONDED**.

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

MOTION PASSED.

Councilor Zimmerman adjourned the meeting at 7:25 PM.

Mayor Peggy Williams

Clerk-Treasurer Leann Monigold

RESOLUTION NO. 2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBBY, MONTANA PROVIDING FOR THE AMENDMENT OF RESOLUTION NO. 1343 PROVIDING FOR THE ADOPTION OF THE RULES AND REGULATIONS FOR THE CITY OF LIBBY WATER SYSTEM

WHEREAS, the City of Libby, Montana passed Resolution No. 1343 providing for the adoption of Rules and Regulations of the City of Libby Water System; and

WHEREAS, it is in the best interests of the City of Libby, Montana and its ratepayers that such Rules and Regulations be periodically reviewed to ensure that they are consistent with changes and improvements in technology and methodology; and

WHEREAS, the City of Libby has reviewed such Rules and Regulations and has deemed it in the best interests of the City of Libby and its ratepayers to adopt the changes set forth herein, necessary for the orderly and efficient operation of the City of Libby Water System;

NOW, THEREFORE, be it hereby resolved that the following rules be amended as follows:

RULE TWO- AUTHORIZATION AND PURPOSE OF RULES AND REGULATIONS

2. They are intended to ensure adequate service and to prevent unfair charges to the customer, and to protect the City of Libby Water Department from unreasonable demands.
3. The City of Libby Water Utility is governed by the policies established by the Libby City Council and administered by the City Administrator and City Engineer and is under the direct supervision of the Streets Department Supervisor.

RULE THREE- DEFINITIONS:

1. **"CITY ADMINISTRATOR"** means the duly appointed City Administrator of the City of Libby or any person authorized by him/her to perform acts on his/her behalf. The City Administrator is also the Public Works Director.
17. **"STREETS DEPARTMENT SUPERVISOR"** means the duly appointed supervisor of the City of Libby Water Department or any person authorized by him/her to perform acts on his/her behalf.

RULE FIVE- CUSTOMER INFORMATION:

3. **Posting** The Water Department shall exhibit, in a conspicuous location, a suitable placard, in large type, giving regulations and a schedule of rates of the Water Department that are available for inspection. The placard shall also state that the Water Department is regulated by the City Council and under the direct supervision of the City Administrator and Streets Department Supervisor.

RULE SIX--- APPLICATION FOR WATER SERVICE:

8. **Change in Use** The customer agrees to obtain, in advance, the approval of the City Administrator or Streets Department Supervisor for any change, alteration or addition to the fixtures, openings and uses specified in the application.

RULE SEVEN- REFUSAL TO SERVE CUSTOMER:

2. If, in the judgment of the City Administrator or Streets Department Supervisor, the applicant's installation of piping, equipment or appurtenances is regarded as hazardous or of such character that satisfactory service cannot be given; or

RULE EIGHT- COMPLAINTS:

The Water Department shall make a full and prompt investigation of all complaints made by customers of the Water Department either directly, through the City Administrator, or through the State Public Service Commission and report the results thereof to the customer. If the complaint is not rectified to the satisfaction of the customer, the Water Department shall notify the customer of privilege of appeal to the City Administrator or the Consumer Service Representative of the Public Service Commission.

RULE NINE- PROVISIONS OF SERVICE:

6. **Turn-On Service** No charge will be made to new customers for turning the water on or to existing customers cancelling the account for turning the water off if the turn-on or off is made during regular working hours. Turn-on service required at times other than regular working hours or under conditions other than stated above will be charged in accordance with the rate schedule. This "no charge" service does not apply to temporary service or service for sprinkling purposes.

7. **Resale of Water** Water furnished by the City of Libby Water Department shall not be resold or caused to be resold by any customer unless said customer is engaged in the business of distributing water as a public utility as approved by the State Public Service Commission.

9. **Access to Property** The Water Department Personnel shall, at all reasonable times, have access to meters, meter pits, service connections, curb stops/boxes, and any property owned by the City of Libby, which is on the customer's premises, for the purpose of maintenance, operation, and inspection. The Water Department also reserves the right to inspect all plumbing connected to and with the supply of water for violation of use or improper or illegal connections. Upon reasonable notice the customer shall remove obstructions and contain pets such that they do not impair ingress or egress or interfere with the work of the Water Department personnel. Refusal on the part of the customer to allow access, remove obstructions, or contain pets for much purpose shall be deemed to be sufficient cause for discontinuance of service. The customer shall have the right to verify the identity of the person seeking access.

RULE ELEVEN- SERVICE LINES AND CONNECTIONS:

1. Main Connection The customer is responsible for the excavation from the intended use to the main and restoration of same to city standards for all new, repaired, replaced, or altered services. All excavations in public right of way (ROW) or easement require a permit issued by the City of Libby. For residential and commercial water services the Water Department shall install a service clamp and corporation valve at the main as well as tap the main for a flat fee in accordance with the rate schedule. On all other services, the customer shall bear the full expense for labor, equipment and materials involved with the tapping of the main. The Water Department will make all water taps regardless.

2. Service Lines The customer, at the customer's expense, shall install all piping and appurtenances, except the water meter from the main connection to the point of usage, and restore all surfaces to the conditions which existed before installation. The water curb stop and meter pit shall be located in an accessible location in the public right of way (ROW) or easement near the property line of the property served as directed by the Water Department. There shall be no branches made in the water service line between the main and the meter. All piping and appurtenances shall be installed, disinfected, and flushed in accordance with the appropriate City Standards.

3. Permit to Install or Alter Service Line Any and all installation, repair, replacement, or alterations of service lines, from the main to the consumer's premises or consumer's meter, shall require a permit issued by the Water Department. Any service line that is repaired, replaced, or altered shall be brought up to current city standards from the main to the premises at the consumer's expense. The permit shall set forth the reason for work and description of work to be performed. The permit shall be obtained and signed by the Water Department and a Montana State Licensed Master Plumber, or his representative, for the property owner. The holder of the City License shall be primarily responsible for compliance with City Standards, the Uniform Plumbing Code, these rules and regulations, or any other applicable rules and regulations. The consumer, upon proper application to the City, may arrange with the City to perform said work on his own behalf. Upon completion of all necessary work, the permittee shall have said work inspected by a representative of the Water Department, then return said permit to the Water Department office at City Hall along with a suitable map, (8 1/2" X 11") standard, showing the location of the tap, clean outs, curb stops, meter pits, and service line location and/or any changes of location of service lines or appurtenances or any other appropriate information. If such work requires excavation in a street, alley, public right of way (ROW), or public easement, a "Street Opening Permit" shall be required

4. Maintenance of Service Lines The customer, at the customer's expense, shall maintain all service piping, and appurtenances in good condition, operable and free from leaks from the curb stop, including the curb stop, to and through the consumer's premises. Failure to do so may be cause for discontinuance of service. If curb stops and meter pits are not maintained to a condition that service can be shut off or turned on freely, the Water Department upon reasonable notice, reserves the right to make whatever repairs are necessary to restore said curb stop and meter pit to full function and charge the customer for labor, equipment, and materials necessary to make repairs. It is the customer's responsibility to repair any leaks in the service lines immediately upon discovery.

RULE TWELVE- METERING:

4. Location of Meter The customer shall provide adequate protection of the meter from frost or other damage and the meter must be located where it is easily accessible for reading and repair purposes. For water services not to current city standards, the meter must be located as nearly as practical to the point of entry to structure and shall be isolated by gate valve to facilitate removal for testing. Where otherwise, to protect it from freezing or other damage, the customer shall install a meter pit paid for by the customer. In some cases, the Water Department may approve certain meter pits for installation, but prior approval must be granted. The cost of repairs to meters caused by freezing or other damage shall be paid by the customer. When a meter is located inside a house or building, the Water Department, at its own expense, may install a remote register, for meter reading, on the exterior of the house or building.

9. Separate Services All separately metered services must be controlled by a separate curb stop and-meter pit.

10. Frozen Meters First Offense: there will be no charge to the customer if there was not any negligence on the customer's part.

Second Offense: A fee of \$200.00 will be charged to cover the cost of a new meter before the meter is installed. The water will not be turned back on, or a new meter installed, until the customer has properly heat taped or insulated the pipes and meter to the satisfaction of the Water Department. Following the second frozen meter the customer, excluding commercial trailer courts, at the customer's expense, must bring the water service up to city standards as identified in Rule Eleven. Customers in commercial trailer courts who have more than two frozen meters per rental may have water service denied to that customer by order of the City Administrator.

Addition fees will be assessed for after hour call outs at the overtime rate and hours for the water department employee.

RULE SIXTEEN- DISCONTINUANCE OF SERVICE:

1. Vacation of Premises Any customer who is about to vacate any premises supplied with service by the Water Department or, for any reason, wishes to have service discontinued shall give at least twenty-four (24) hours notice to the Water Department. Such notice shall specify the date on which discontinuance is desired. Discontinuance will not be made on Saturday, Sunday, or Holidays unless as the customer agrees, in writing, to pay the actual cost such discontinuance. Until the Water Department receives notice of discontinuance, the customer shall be held responsible for all service rendered. Vacation of Premises still requires the customer to pay the monthly base rates unless the customer abandons the water service.

2. Temporary Discontinuance Should the customer desire temporary discontinuance of service, the Water Department shall, when notified in writing, shut off the water at the curb stop and allowance will be made on the bill for such time as the water is shut off. In the event the curb stop cannot be shut off, for reasons beyond the control of the Water Department, the Water Department shall notify the customer of reasons for not discontinuing service and no allowance for discontinued service will be made until such time as the Water Department can make a total shut off of the water service. If the

customer requests the water service be reconnected within six (6) months of the date of disconnect, the customer shall be required to pay the turn-on charge, as set forth in the rate schedule. Temporary Discontinuance still requires the customer to pay the monthly base rates unless the customer abandons water service.

3. Abandonment of Water Service The customer may choose to abandon water service to the premises in order to not be charged a "Base Rate" as provide in **Rule Twenty #9**. The customer must contact the Water Department and fill out a permit. The permit explains that the service line must be severed and capped on the property owners' side of the curb stop or meter pit. The customer will be responsible for all costs and expenses associated with having service line dug up and severed, capped and buried. The Water Department must also inspect and approve the capping of the service line before covering. If a customer wants water service in the future, they must contact the Water Department and pay a \$50 reconnection fee and will be responsible for all cost associated with the reconnection of the service line that must be brought up to current city standards. Any abandoned water service desiring reconnection, where the water main service has changed, will be required to request a new water service as if there was not previous water service. In any case where the water service has been abandoned by no payments or water usage in a 12-month period, even if no proof of the severing of the water service has occurred, the service is considered abandoned.

RULE NINETEEN- EXTENSIONS OF MAINS:

2. Approval of Extensions All application for extension shall be reviewed and signed-off by the Streets Department Supervisor and City Engineer and forwarded to the City Administrator along with recommendations for approval or disapproval, for his review and final disposition. Approval of any extensions of the Water Department mains shall be discretionary and based on the merits of each case.

4. Inspection and Engineer Certification The Water Department shall make necessary inspections to ensure compliance with plans, specifications, and Montana Public Work Standards, are being followed. The cost of inspections shall be borne by the customer or developer based on the estimated cost of the extension. The inspection fee shall be agreed to prior to final approval of the extension application. In addition to any inspection by the Water Department, the project engineer shall be required, within ninety (90) days of completion of the extension, to submit to the Water Department a certificate of compliance with plans and specifications along with a full and suitable set of "As Build" plans and specifications both electronically and a hard-copy as required by the City Administrator.

RULE TWENTY- BILLING:

5. Adjustments of Bills The customer, at the customer's request, will be instructed on how to read the water meter. If the customer believes the meter reading shown on the bill is incorrect by comparing previous billing and current readings, the customer shall notify the Water Department within five (5) days of receipt of the billing in question, In case of a dispute as to the accuracy of the meter, the customer, upon depositing the amount set forth in the Rate Schedule, may demand that the meter be removed and tested for accuracy and may demand that the testing be done in the presence of the customer. The customer who desires to be present for said testing shall bear any and all costs incurred by the customer for the customer to be present.

If the meter is found to be registering correctly (Within two percent 2% of true recording) or in favor of the customer, the deposited amount shall be forfeited to the Water Department. If the meter is found to be recording incorrectly (Over two percent 2% of true reading) against the customer, the Water Department shall refund the deposit and refund the overcharge, based on a true recording, for a period of six (6) months or for a lesser period, if the date of cause can be established from records related to the cause. The City Administrator shall have the only authority to authorize adjustments to water/sewer bills.

11. Deposits The Water Department will require a deposit for water service. The deposit shall be in a no-interest bearing account, refundable, after one (1) year continuous prompt payment of bills or upon termination of service and collection of final payment in full, or the deposit may be applied to delinquent bills upon discontinuance of service by the Water Department for nonpayment of bills. Property owners who rent will be required to keep the water accounts in their name. As of January 1st 2016, the City of Libby Water Department will no longer put tenants name on water accounts. It will be the responsibility of the property owner to manage these accounts. Bills can be sent out to both the property owner and the tenant upon request.

PASSED AND ADOPTED by the City Council of the City of Libby, Montana, and approved by the Mayor, this 7th day of August, 2023.

By: _____
Peggy Williams, Mayor

Attest: _____
Leann Monigold, Clerk/Treasurer

**RULES AND REGULATIONS
FOR THE
CITY OF LIBBY WATER SYSTEM**

RULE ONE--- GENERALLY:

The following Rules and Regulations are made a part of the contract with every individual, firm, or corporation, who taken water, and each such individual, firm, or corporation agrees in making application for water service, to be bound thereby, and in copy of the name shall be on file in the offices of City Hall and Water Division of the City of Libby for inspection and review upon request.

RULE TWO--- AUTHORIZATION AND PURPOSE OF RULES AND REGULATIONS:

1. The rules and regulations are intended to define good practice, which can normally be expected.
2. They are intended to ensure adequate service and to prevent unfair charges to the customer, and to protect the City of Libby Water ~~Department~~ ~~Division~~ from unreasonable demands.
3. The City of Libby Water Utility is governed by the policies established by the Libby City Council and administered by the City Administrator and City Engineer and is under the direct supervision of the ~~Streets~~ Department Supervisor.
4. These rules and regulations shall not relieve in any way the Libby Water Department from any of its duties under the laws of the State of Montana.
5. The authority requiring the establishment of the rules and regulations is contained in Title 69, Chapter 7, Montana Code Annotated.

RULE THREE--- DEFINITIONS:

Unless a different intent clearly appears from the context, the following words or phrases shall mean:

1. **"CITY ADMINISTRATOR"** means the duly appointed City Administrator of the City of Libby or any person authorized by him/her to perform acts on his/her behalf. ~~The City Administrator is also the Public Works Director.~~
2. **"CITY COUNCIL"** means the duly elected governing body of the City of Libby, to include the Mayor.
3. **"CITY WATER"** means the system operated by the Libby Water Department for the treatment and distribution of water.
4. **"COMMERCIAL SERVICE"** means any water other than solely for residential purposes. Where a single structure has combined business and residential usage, the water service shall be considered "Commercial Service". Schools, hospitals, clinics, nursing homes, churches, trailer parks, apartments, condominiums, and rooming houses having two or more rooms on rental basis are considered "Commercial Service".
5. **"CUSTOMER" or "CONSUMER"** means an individual, partnership, association, firm, public or private corporation or government agency receiving water. In the case of a tenant/landlord, the property owner, or the legally authorized agent, is considered the customer or consumer.
6. **"DEVELOPER"** means any individual, firm, corporation, or other entity who causes Improvements to be made upon the land with said improvements requiring water service.
7. **"CITY ENGINEER"** means the duly appointed City Engineer of the City of Libby or such other person as the City shall appoint to perform the duties of the City Engineer as set forth herein.

8. **“DISTRIBUTION MAIN” “COLLECTION MAIN” or “MAIN”** means a water pipe owned, operated, and maintained by the City of Libby Water Department, which is used for the distribution of water and to which service connections are made.
9. **“PERMITTEE”** means any individual, firm, corporation, or entity which obtains a written permit to cause construction work to be performed in accordance with the permit.
10. **“PRIVATE FIRE PROTECTION LINE”** means a water service line extending from the distribution main to and through a structure for which the sole purpose of use is for the extinguishment of fire. A private fire protection system in the property of the customer and the Water Department does not maintain any portion or component of the system.
11. **“PUBLIC SERVICE COMMISSION”** means the Montana Public Service Commission.
12. **“SERVICE CONNECTION” or “SERVICE TAP”** means the piping from the service connection at the main to the customer’s premises.
13. **“SERVICE PIPE” or “SERVICE LINE”** means the piping from the service connection at the main to the customer’s premises.
14. **“CITY STANDARDS”** means those standards adopted by the City Council which pertain to the design, materials, and construction practices for the water works industry.
15. **“RESIDENTIAL SERVICE”** means water usage, solely for residential purposes.
16. **“WATER DEPARTMENT”** means the City of Libby Water Department.
17. **“STREETS WATER DEPARTMENT SUPERVISOR”** means the duly appointed supervisor of the City of Libby Water Department or any person authorized by him/her to perform acts on his/her behalf.
18. **“MONTANA PUBLIC WORK STANDARDS”** means the standards by which all construction projects in the City of Libby must meet or exceed.

RULE FOUR--- RECORDS & REPORTS:

1. **Preservation of Records** All records required by these rules and regulations, the State of Montana Water Quality Bureau, the Public Service Commission, the EPA and the Safe Drinking Water Act shall be preserved in accordance with the “Rules to Govern the Preservation of Records of the Public Utilities and Licensees” as prescribed by the National Association of Regulatory Utility Commissioners (NARUC), dated 1972, or appropriate State and Federal Agency requirements. The records shall be kept at the offices of the Water Department at City Hall and shall be open at reasonable hours for examination by the Public Service Commission or its representative or other State and Federal agencies as applicable.
2. **Filing of Rule, Regulations and Rate Schedules** No rules regulations or schedules of rates or modifications of the name shall be effective until adopted by the City Council after due process of the law and filed with the Montana Public Service Commission.
3. **Annual Financial Report** The Water Department shall make a report annually to the Public Service Commission and furnish a copy thereof to the Montana Consumer Council. The report shall set forth the rates and number of users of each service and classification, all rate increases, and the total income and expenditures of the Water Department as provided in Section 69-3-203, MCA.

RULE FIVE--- CUSTOMER INFORMATION:

1. **Rules & Regulations** A copy of the Rules & Regulation of the Water Department and any contracts, applications, or agreements applicable to the Water Department shall be maintained at City Hall for review and inspection by the public.
2. **Rates** Water Department personnel shall explain to the customer, during application for services, or whenever the customer requests, the rates applicable to the type of service furnished to the customer. The Water Department shall supply the customer, when requested, a copy of the current rate schedule.
3. **Posting** The Water Department shall exhibit, in a conspicuous location, a suitable placard, in large type, giving regulations and a schedule of rates of the Water Department **that** are available for inspection. The placard shall also state that the Water Department is regulated by the City Council and under the direct supervision of the **City Administrator and Streets Water**-Department Supervisor.

RULE SIX--- APPLICATION FOR WATER SERVICE:

1. **Free Service** The Water Department shall not supply free water to any customer, public or private.
2. **Introduction of Service within Libby City Limits** All residential or commercial customers wishing water service to premises, not presently receiving water service that is located or will be located within the City Limits must make application at City Hall, on forms provided therefore, and setting forth in said application all purposes for which water service will be used on the premises.
3. **Introduction of Water Service Outside Libby City Limits** All residential or commercial customers wishing water service to premises, not presently receiving water service, that are not within the City limits but are within one hundred (100) feet of a City owned main, must make application as provided for under Rule Six (2) above. The application for water service must be accompanied by a "Waiver of Protest Agreement" signed by the property owner of record, waiving their right to protest annexation to the City of Libby once their property becomes contiguous to the City's limits.
4. **New Application** All new applications for the introduction of water service must be signed by the property owner, or their agent duly authorized, in writing, if applicable. Agent shall not include tenant.
5. **Change of Contracting Customer** Any change in the identity of the contracting customer, property owner and/or legal agent, at premises served by city water will require a new application for service, and no new application will be approved unless unpaid water charges, if any, have been paid in full. In all cases the property owner shall be liable for all charges for water service to their property.
6. **Application for Temporary Service** Water service for building, construction or other temporary purposes must be specially applied for. The method of connection and charges to the customer must be agreed upon before obtaining any service. The usage charge may be based on an agreeable estimate of water to be used at a rate commensurate with the rate schedule. The Water Department reserves the right to require metering of such temporary use if the condition warrants. In all cases the customer must pay for all charges, except the meter, necessary to provide the temporary service, including the removal of the service and meter if required.

7. **Application for Private Fire Protection Service** Customer requesting private fire protection systems shall make special application. The size and location of fire protection pipeline used for the system shall be separate, with no interconnections between said service pipe and any other piping or fixtures within or outside the structure. The customer shall pay all costs of installation, operation, and maintenance of the system and the entire system shall be subject to inspection, test and approval of the Water Department before service is made effective, and at such time thereafter as any be deemed necessary or appropriate by the Water Department.

The extent of the rights of the private fire service customer is to receive, but only at times of fire on his premises, such supply of water as shall then be available. The Water Department shall not be considered in any way an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire or otherwise, and it shall be free and exempt from any and all claims for damage on account of any injury to property or persons by reason of fire, water, failure to supply water, or pressure, or any other cause whatsoever.

Hydrants or their fixtures connected to a private fire service system may be sealed by the Water Department and such seals may be broken only in case of fire or as specially permitted by the Water Department, and the customer shall immediately notify the Water Department of the breaking of any such seals.

Fire protection systems will not be metered but will be charged as a service according to size as prescribed in the rate schedule. Whenever a fire service system is to be tested, the customer shall notify the Water Department of such test, designating the day and hour when said test is to be made, so that, if desired, the Water Department may have an inspector present during the test.

8. **Change in Use** The customer agrees to obtain, in advance, the approval of the **City Administrator or Streets-Water Department Supervisor** for any change, alteration or addition to the fixtures, openings and uses specified in the application.
9. **Prior Responsibility** It is the responsibility of the applicant to contact the Water Department prior to making application to be sure that there is a city owned main adjacent to the applicant's property. If no main exists or there is not sufficient supply for the intended use, it is the applicant's responsibility, if service is still desired, to extend or install a main in accordance with **Rule Nineteen "Extension of Main"**.
10. **Rights and Compliance** Upon approval of the application for service, the consumer has the right to take and receive a supply of water for the particular premises for the purposes specified in the application subject to compliance by the consumer with these rules and regulation

RULE SEVEN--- REFUSAL TO SERVE CUSTOMER:

The Water Department may decline to serve an applicant:

1. Until the applicant has complied with these rules and regulations; or
2. If, in the judgment of the **City Administrator or Streets-Water Department Supervisor**, the applicant's installation of piping, equipment or appurtenances is regarded as hazardous or of such character that satisfactory service cannot be given; or
3. The applicant's system could cause damage or harmful effects to the Water Department system or adjoining properties.
4. All such refusals to serve shall be made in writing to the applicant.

RULE EIGHT--- COMPLAINTS:

The Water Department shall make a full and prompt investigation of all complaints made by customer of the Water Department either directly, through the City Administrator, or through the **State** Public Service Commission and report the results thereof to the customer. If the complaint is not rectified to the satisfaction of the customer, the Water Department shall notify the customer of privilege of appeal to the City Administrator or the Consumer Service Representative of the Public Service Commission.

RULE NINE--- PROVISIONS OF SERVICE:

- 1. Limitations on Connections** No plumber or other person shall be allowed to make connection with any conduit pipe or other fixture or to connect pipes when they have been disconnected, or to turn water off or on, on any premises served by the City of Libby Water Department, without permission from the Water Department.
- 2. Cross Connections** No pipes or fixtures connected to the water supply of the Water Department will be connected, directly or indirectly, to pipes or fixtures containing water from any other source.
- 3. Waste of Water** Waste of water is prohibited, and consumers must keep their fixtures and service pipes in good working order and free of leaks at their own expense, and keep all waterways closed when not in use. Leaky fixtures must be repaired at once without waiting for notice from the Water Department. When the Water Department becomes aware of a leak in the service pipe of a customer, notice will be given allowing reasonable time for repairs to be made. If the repairs are not made within the allocated time and no time extension has been granted or applied for, the water will be shut off by the Water Department without further notice.
- 4. Seasonal Service** The City of Libby has eliminated "Seasonal Service". Anyone wanting to have their water service turned off will still be required to pay the "Base Rate" as set forth in the current rate schedule.
- 5. Conservation Fee** In the interest of preventing waste and promoting conservation of water, the Water Department may, if conditions require, specify the hours and days during which sprinkling will be permitted and will publish a "Notice" thereof in newspapers and will prominently post such "Notice" at City Hall. The Water Department will make reasonable determination based upon existing facts whether a customer is using water in a wasteful manner or failing to observe the hours and days for sprinkling service and deliver such customers a copy of the "Notice" of hours and days of sprinkling and shall advise the customer of the "Conservation Fee" which is to be charged if water is wasted or the specified hours and days are not observed. If the customer cannot be contacted at the time the Water Department discovers the customer's waste of water or failure to observe sprinkling hours, then the Water Department shall leave "Notice" of the violation at the customer's door and it shall be deemed the customer has been adequately notified. If the customer is found to be wasting water or otherwise failing to observe sprinkling hours at any subsequent time in the sprinkling season, the Water Department may charge and bill the customer a "Conservation Fee" of Fifty Dollars (\$50.00). If the customer does not pay the fee after a reasonable time the Water Department shall discontinue service until paid. All expense incurred by the Water Department to discontinue service and subsequent reconnection shall be paid by the customer.
- 6. Turn-On Service** No charge will be made to new customers for turning the water on or to existing customers cancelling the account for turning the water off if the turn-on or off is made during regular working hours. Turn-on service required at times other than regular working hours or under conditions other than stated above will be charged in accordance with the rate schedule. This "no charge" service does not apply to temporary service, ~~seasonal service~~, or service for sprinkling purposes.

7. **Resale of Water** Water furnished by the City of Libby Water Department shall not be resold or caused to be resold by any customer unless said customer is engaged in the business of distributing water as a public utility as approved by the **State** Public Service Commission.
8. **Fire** In the case of fire and while water is being used for the extinguishment of fires, the use of water for fountains, yard sprinkling, or nonessential use is positively prohibited.
9. **Access to Property** The Water Department Personnel shall, at all reasonable times, have access to meters, **meter pits**, service connections, curb **stops/boxes**, and any property owned by the City of Libby, which is on the customer's premises, for the purpose of maintenance, operation, and inspection. The Water Department also reserves the right to inspect all plumbing connected to and with the supply of water for violation of use or improper or illegal connections. Upon reasonable notice the customer shall remove obstructions and contain pets such that they do not impair ingress or egress or interfere with the work of the Water Department personnel. Refusal on the part of the customer to allow access, remove obstructions, or contain pets for much purpose shall be deemed to be sufficient cause for discontinuance of service. The customer shall have the right to verify the identity of the person seeking access.
10. **Identification of Employment** Every employee of the Water Department whose duties require the entering of the customer's premises shall carry an identification card which identifies the employee as a representative of the City of Libby Water Department. The identification card shall contain pertinent information necessary to identify the employee including a photograph, together with the telephone number of the Water Department at City Hall. The customer may deny access to the customer's premises while the customer calls the Water Department at City Hall to verify the authenticity of the identification and that the employee is working for the Water Department and on official business.
11. **Interior plumbing & Fixtures** All plumbing connected, directly or indirectly, to the supply or service of the Water Division shall conform to the installation requirements of the International Association of Plumbing and Mechanical officials "Uniform Plumbing Code".

RULE TEN--- RATE ESTABLISHMENT:

1. **Rates and Rate Adjustments** All rates and rate adjustments shall be adopted by the City Council through the Hearing Process as provided by law. Rate increases for the comparable classifications and zones outside the municipal boundaries may not exceed those set within the municipal limit as provided in Section 69-7-201 MCA.
2. **Rate Charged Against Property** The water rates shall be charged against the property on which it is furnished, and if for any cause any sum due therefore becomes delinquent, service may be shut off from the property and not turned on again until all such delinquencies have been paid in full. No change of ownership shall affect the application of this rule. Any sum delinquent and not paid in full shall be made a special assessment against the property and collected through the tax rolls.

RULE ELEVEN--- SERVICE LINES AND CONNECTIONS:

1. **Main Connection** The customer is responsible for the excavation from the intended use to the main and restoration of same to **city standards acceptable condition for all new, repaired, replaced, or altered services**. All excavations in public right of way (ROW) or easement require a permit issued by the City of Libby. For residential and commercial water services the Water Department shall install a service clamp and corporation valve at the main as well as tap the main for a flat fee in accordance with the rate schedule. On all other services, the customer shall bear the full expense for labor, equipment and materials involved with the tapping of the main. The Water Department will make all water taps regardless.

2. **Service Lines** The customer, at the customer's expense, shall install all piping and appurtenances, except the water meter from the main connection to the point of usage, and restore all surfaces to the conditions which existed before installation. The water curb stop ~~curb box~~ and meter pit shall be located in an accessible location in the public right of way (ROW) or easement near the property line of the property served as directed by the Water Department. There shall be no branches made in the water service line between the main and the meter. All piping and appurtenances shall be installed, disinfected, and flushed in accordance with the appropriate City Standards.

3. **Permit to Install or Alter Service Line** Any and all installation, repair, replacement, or alterations of service lines, from the main to the consumer's premises or consumer's meter, shall require a permit issued by the Water Department. **Any service line that is repaired, replaced, or altered shall be brought up to current city standards from the main to the premises at the consumer's expense.** The permit shall set forth the reason for work and description of work to be performed. The permit shall be obtained and signed by ~~the a-City~~ Water Department and a Montana State Licensed Master Plumber, or his representative, for the property owner. The holder of the City License shall be primarily responsible for compliance with City Standards, the Uniform Plumbing Code, these rules and regulations, or any other applicable rules and regulations. The consumer, upon proper application to the City, may **arrange** with the City to perform said work **on** his own behalf. Upon completion of all necessary work, the permittee shall have said work inspected by a representative of the Water Department, then return said permit to the Water Department office at City Hall along with a suitable map, (8 1/2" X 11") standard, showing the location of the tap, clean outs, curb ~~stop box~~, **meter pit**, and service line location and/or any changes of location **of service lines** or appurtenances or any other appropriate information. If such work requires excavation in a street, alley, public right of way (ROW), or public easement, a "Street Opening Permit" shall be required

4. **Maintenance of Service Lines** The customer, at the customer's expense, shall maintain all service piping, and appurtenances in good condition, operable and free from leaks **from the curb stop, including the curb stop, to and through the consumer's premises.** Failure to do so may be cause for discontinuance of service. If curb stops and ~~curb boxes~~ **meter pits** are not maintained to a condition that service can be shut off or turned on freely, the Water Department upon reasonable notice, reserves the right to make whatever repairs are necessary to restore said curb stop and ~~box~~ **meter pit** to full function and charge the customer for labor, equipment, and materials necessary to make repairs. It is the customer's responsibility to repair any leaks in the service lines immediately upon discovery.

5. **Size and Location** The size, and location of all service lines will be determined by the Water Department.

6. **Separate Service Lines** Service lines shall be so arranged that the supply of each separate building, house, or premises may be controlled by a separate curb and box, except as provided for by these rules and regulations or written permission from the Water Department.

RULE TWELVE--- METERING:

1. **Providing Meters** All water furnished by the City of Libby Water Department, except as provided for by these rules and regulations, shall be metered. The Water Department shall provide, operate, and maintain all such meters up to 2" in size except as provided for by these rules and regulations. When a meter in excess of 2" is requested and approved for installation, the Water Department shall pay the cost of a 2" meter only and the customer shall pay the additional cost of the larger meter, together with all installation, maintenance, and testing thereof.

2. **Size of Meters** The Water Department shall determine the size of any meter installed. Such determination shall be based on comparative usage of the facility to be served with other similar type facilities served or by the flow demand of the facility to be served.

3. **Replacement Meter** The Water Department may replace, or remove for testing, any meter at such time as it may deem necessary.
4. **Location of Meter** The customer shall provide adequate protection of the meter from frost or other damage and the meter must be located where it is easily accessible for reading and repair purposes. For water services not to current city standards, the meter must be located as nearly as practical to the point of entry to structure and shall be isolated by gate valve to facilitate removal for testing. Where otherwise, to protect it from freezing or other damage, the customer shall install a meter pit, provided by the Water Department and paid for at cost by the customer. In some cases, the Water Department may approve certain meter pits boxes for installation, but prior approval must be granted. The cost of repairs to meters caused by freezing or other damage shall be paid by the customer. When a meter is located inside a house or building, the Water Department, at its own expense, may install a remote register, for meter reading, on the exterior of the house or building.
5. **Meter Testing** The Water Department shall have apparatus equipment for testing the accuracy of all meters owned by the Water Department or other meters from which readings are taken for the purpose of billing customers for water used through 2" in size. For testing meters larger than 2", the apparatus and equipment may be owned and operated by the Water Department or the meters may be sent to a qualified shop or laboratory for such testing. The Water Department shall have a regular program for testing all meters and shall keep an accurate record of the date and results of testing of each meter.
6. **Meter Accuracy** Whenever a meter is found to exceed a limit of two percent (2%) fast or slow it must be either replaced or adjusted so as to register as nearly one hundred percent (100%) as commercially practical. A manufacturer's certified test will be acceptable for the accuracy of all new meters.
7. **Sealing** All meters which the Water Department deems to be within the prescribed accuracy shall be sealed by the Water Department. The breaking of seals by unauthorized persons or tampering with any portion of the meter or meter piping shall be a violation of these rules and regulations. If the seals of a meter, or meter piping show signs of tampering, the meter shall be resealed by the Water Department and notice shall be given to the customer that the meter, meter piping and/or meter seals have been tampered with and that such tampering is a violation of these rules and regulations. If the meter, meter piping and/or meter seals are further tampered with, the Water Department may charge and bill the customer a fee not to exceed \$200.00 for each subsequent violation. The fee shall represent the estimated cost of meter inspection, repair, testing and resealing. The water will be shut off to the customer until the fee is paid and a reasonable estimate of water actually received has been charged and payment received by the Water Department. All expenses incurred by the Water Department to discontinue service and subsequent reconnection shall be paid by the customer.
8. **Metering of Multiple Unit Dwellings** In the cases of mobile home parks, trailer courts, apartment house, townhouse, condominiums, rooming houses, emporium shops, malls or the like where individual metering is not practical and a single owner or association of owners is primarily responsible for payment of water use, the Water Department may require only one meter to service all units and will send only one bill. In each case, if payment is not kept current the whole service may be discontinued in accordance with **Rule Sixteen #5**. Metering under these conditions must be approved in writing by the Water Department on the merits of each case.
9. **Separate Services** All separately metered services must be controlled by a separate curb stop and curb box meter pit.

10. Frozen Meters First Offense: there will be no charge to the customer if there was not any negligence on the customer's part.

Second Offense: A fee of \$200.00 will be charged to cover the cost of a new meter before the meter is installed. The water will not be turned back on, or a new meter installed, until the customer has properly heat taped or insulated the pipes and meter to the satisfaction of the Water Department. Following the second frozen meter the customer, excluding commercial trailer courts, at the customer's expense, must bring the water service up to city standards as identified in Rule Eleven. Customers in commercial trailer courts who have more than two frozen meters per rental may have water service denied to that customer by order of the City Administrator.

Addition fees will be assessed for after hour call outs at the overtime rate and hours for the water department employee.

RULE THIRTEEN--- BACKFLOW PREVENTION:

The customer shall, when requested by the Water Department or when required by legally constituted authority, furnish, own, and install a backflow prevention device in the customer's piping or plumbing. Said device shall be acceptable to the Water Department and shall be installed, tested from time to time, and maintained by or at the customer's expense in accordance with the requirements of the Water Department.

RULE FOURTEEN--- FLAT RATE:

No new flat rate users will be allowed by the Water Department. All new customers will be required to install meters.

RULE FIFTEEN--- SERVICE INTERRUPTIONS:

1. **Notification of Scheduled Interruption** Every customer affected by a scheduled interruption of service shall be notified in advance of all programmed work. Such notice shall be made at least eighteen (18) hours in advance in the form of personal contact or a notification tag placed on the entrance way for interruptions affecting twenty-four (24) or fewer customers. For interruptions affecting a larger area than mentioned above, the Water Department will attempt to make personal contact with, or otherwise notify, commercial customers and shall make notification over the local radio station, for all other affected customers, at least twice prior to interruption of service.
2. **Emergency Interruption** The Water Department shall make diligent effort to avoid interruptions of service, and when such interruptions occur, shall re-establish service as soon as possible. When emergency repairs, such as main breaks, fire hydrant damage, etc., become necessary, a concerted effort shall be made by the Water Department to repair the cause without total disruption of service, except for that period when complete shut off may be required due to the nature of the damage. Notification of affected customers may not be possible. However, every effort shall be made by the Water Department to have an announcement sent over the local radio station if the period of total interruption of service is expected to last more than four (4) hours.
3. **Liability** The Water Department shall not be liable to customers or other for failure of interruption of water service due to main breaks, act of God, governmental regulations, court, or Public Service Commission orders, acts of a public enemy, strikes or labor disputes, accidents, weather conditions, acts of third parties, droughts, or without limitations by the foregoing, any other cause beyond the reasonable control of the Water Department or its personnel.

4. **Adjustments of Rates for Interruptions** Interruptions of service due to any of the foregoing reasons, or for frozen facilities of the customer, shall not render the Water Department liable for any adjustment in the bill.

RULE SIXTEEN--- DISCONTINUANCE OF SERVICE:

1. **Vacation of Premises** Any customer who is about to vacate any premises supplied with service by the Water Department or, for any reason, wishes to have service discontinued shall give at least twenty-four (24) hours notice to the Water Department. Such notice shall specify the date on which discontinuance is desired. Discontinuance will not be made on Saturday, Sunday, or Holidays unless as the customer agrees, in writing, to pay the actual cost such discontinuance. Until the Water Department receives notice of discontinuance, the customer shall be held responsible for all service rendered. **Vacation of Premises still requires the customer to pay the monthly base rates unless the customer abandons the water service.**
2. **Temporary Discontinuance** Should the customer desire temporary discontinuance of service, the Water Department shall, when notified in writing, shut off the water at the curb stop and allowance will be made on the bill for such time as the water is shut off. In the event the curb stop cannot be shut off, for reasons beyond the control of the Water Department, the Water Department shall notify the customer of reasons for not discontinuing service and no allowance for discontinued service will be made until such time as the Water Department can make a total shut off of the water service. If the customer requests the water service be reconnected within six (6) months of the date of disconnect, the customer shall be required to pay the turn-on charge, as set forth in the rate schedule. **Temporary Discontinuance still requires the customer to pay the monthly base rates unless the customer abandons water service.**
3. **Abandonment of Water Service** The customer may choose to abandon water service to the premises in order to not be charged a "Base Rate" as provide in **Rule Twenty #9**. The customer must contact the Water Department and fill out a permit. The permit explains that the service line must be severed and capped on the property owners' side of the curb stop or meter pit. The customer will be responsible for all costs and expenses associated with having service line dug up and severed, capped and buried. The Water Department must also inspect and approve the capping of the service line before covering. If a customer wants water service in the future, they must contact the Water Department and pay a \$50 reconnection fee and will be responsible for all cost associated with the reconnection of the service line **that must be brought up to current city standards. Any abandoned water service desiring reconnection, where the water main service has changed, will be required to request a new water service as if there was not previous water service. In any case where the water service has been abandoned by no payments or water usage in a 12-month period, even if no proof of the severing of the water service has occurred, the service is considered abandoned.**
4. **Discontinuance by the Water Department** The Water Department shall make diligent effort to induce the customer to comply with its rules and regulation including the paying of bills. Service shall only be discontinued for violations of these rules after written notice has been given to the customer by the Water Department that the violation of rules must cease, provided, however, that where fraudulent use of water is detected, or where the Water Department's regulation or measuring equipment has been tampered with, or where dangerous condition is found to exist on the customer's premises, the water may be shut off without advance notice. If the customer so notified does not comply with the notice within seven (7) days, the Water Department shall then place "Notice" upon the premises that indicates the date when the water will be shut off. The Water Department shall not be liable for failure of the customer to see such notice or for the disappearance of such "Notice" from the premises. The Water Department shall keep record of all such "Notices".
5. **Discontinuance for nonpayment.** When payment becomes delinquent, the Water Department shall give notice of the delinquency on the customer's water bill by including the phrase "Past

Due Water" or a similar phrase, and shall impose a \$10.00 late fee. If the consumer has not remedied the delinquency in full within fourteen (14) days after the notice, the Water Department shall notify the customer that its water service will be shut off if the customer has not made payment or other arrangement suitable to the Water Department within three (3) business days, by one or more of the following means:

- A. The Water Department may send the notice by means of a voicemail, text, or email if the customer has shared electronic contact information with the Water Department;
- B. The Water Department may place a written notice on the customer's premises in a conspicuous place.

If the customer has not made payment or other arrangement suitable to the Water Department within three (3) business days of the notice, the Water Department shall shut off the customer's water service. The Water Department shall not be liable for failure of the customer to see an electronic or written notice or for the disappearance of a notice from the premises. The Water Department shall keep record of all electronic and written notices.

6. **Charge for Reconnection** Whenever the supply of water is turned off for violation of these rules and regulations, including nonpayment of bills, dangerous conditions, or fraudulent usage, the offending situation shall have to be rectified to the satisfaction of the Water Department and payment for a turn on charge, as set forth in the rate schedule, must be paid before the water will be turned on.

RULE SEVENTEEN--- ADEQUACY OF FACILITIES:

1. The Water Department shall construct, operate, and maintain its entire water supply system in such condition that it will furnish safe, adequate, and continuous service. The Water Department shall comply with the rules of the United States Environmental Protection Agency (EPA) the State of Montana Department of Health and Environmental Sciences governing purity of water, and the Montana Department of Environmental Quality (DEQ). The City of Libby Water Department shall follow and abide by all rules and regulations set forth by these agencies, and perform are the testing and follow all requirements set forth for public water systems.

RULE EIGHTEEN--- FIRE HYDRANTS:

1. Fire hydrants, except those on Private Fire Protection lines, are the property of the City of Libby Water Department, which shall have the responsibility for maintenance and repair of said hydrants. Hydrant rental shall be charged in accordance with the rate schedule.

RULE NINETEEN--- EXTENTIONS OF MAINS:

1. **Application for Extension** Customers or Developers who have requested water service in an area not presently served by a city owned main must first make application for a main extension, on a form provided by the Water Department. The application shall be submitted to the City Engineer and shall contain all pertinent information as required by the application. Requests for extension by sub dividers shall also conform to the subdivision rules and regulations.
2. **Approval of Extensions** All application for extension shall be reviewed and signed-off by the **Streets Water** Department Supervisor and City Engineer and forwarded to the City Administrator along with recommendations for approval or disapproval, for his review and final disposition. Approval of any extensions of the Water Department mains shall be discretionary and based on the merits of each case.
3. **Construction** Prior to the start of any construction on a main extension, an engineering report along with necessary plans and specification for the extension shall be submitted to the Department of Environmental Quality (DEQ) for review and approval pursuant to **Section 75-6-112 (4), MCA**, and the

rules of the Department. All construction and materials shall conform to applicable Montana Public Work Standards adopted by the City of Libby.

4. **Inspection and Engineer Certification** The Water Department shall make necessary inspections to ensure compliance with plans, specifications, and Montana Public Work Standards, are being followed. The cost of inspections shall be borne by the customer or developer based on the estimated cost of the extension. The inspection fee shall be agreed to prior to final approval of the extension application. In addition to any inspection by the Water Department, the project engineer shall be required, within ninety (90) days of completion of the extension, to submit to the Water Department a certificate of compliance with plans and specifications along with a full and suitable set of "As Build" plans and specifications **both electronically and a hard-copy as required by the City Administrator.**
5. **Liability** The customer or developer shall be liable for any and all claims for damage caused during construction and proper operation and function of all piping, valves, valve boxes, fire hydrants, manholes, lift stations, or other appurtenances for a period of one (1) year from date of receipt of compliance on service, whichever is later. If the main extension is a portion of a total improvements plan, the Water Department may require the one (1) year Warranty of Liability period to commence after all improvements have been installed and the project is determined to be complete. The starting date for the notice of foregoing liability period shall be given to the customer or developer by the City Engineer or Water Department Supervisor.
6. **Compliance with Facility Plan** All main extensions shall conform to the City of Libby Water Facility Plan as adopted, or amended by the city Council, and meets the Montana Public Works Standards.
7. **Dead Ends** Dead Ends in the distribution system shall be avoided as far as possible. If such dead ends are unavoidable even on a temporary basis, the developer may be required to provide facilities for flushing, at the discretion of the Water Department.
8. **Cost of Extension** All costs of extension shall be borne by the customer or developer, except as specifically provided for in an "Extension Agreement".
9. **Extension Agreements** If deemed appropriate and necessary, the City of Libby may enter into an "Extension Agreement" with a customer or developer extending a city owned main whereby said customer or developer may recover a portion of the expense of the extension. The agreement shall be mutually agreed upon by the City and the customer or developer before approval of the extension application and shall set forth the value of the extension and the basis for charges to late coming customers, who did not participate in the extension, upon their connection to the portion of the main installed under the "Extension Agreement".

RULE TWENTY--- BILLING:

1. **Billing Periods** Meters for all customers shall be read at monthly or other regular intervals except specific customers having other periods of reading due to unusual circumstances. The date of the month for reading any meter shall be as close as practical to the same date of the previous reading. The billing shall likewise be monthly or other regular intervals with the date of mailing of said bill as near as practical to the date of mailing of the previous bill.
2. **Opening and Closing Bills** Opening and closing bills for water service rendered for periods of five (5) days more or five (5) days less than normal billing period will be computed in accordance with the appropriate rate plus amount of water used, on a pro-rated basis of the number of days in the period water service was rendered to the number of days is the normal billing period.
3. **Billing Information** Bills shall show the meter reading at the beginning and the end of the period for which the bill is rendered, the billing date, the number of gallons supplied, and the date upon which payment shall be overdue.

4. **Multiple Units Billing** In all cases where more than one (1) unit, dwelling, commercial enterprise, or the like, as provided for in **Rule Twelve #8** "Metering of Multiple-Units Dwelling", is served through a common meter, one bill only shall be rendered for payment of water service. The bill shall be payable by the owner or association of owners. Failure to make payment shall subject the entire service to discontinuance as provided for in **Rule Sixteen #5**. No provision shall be made for empty units unless the service to said unit is controlled by an approved curb stop and box and the Water Department maintains absolute control of the turning off and on of said unit and the Water Department has turned the water off at the request of the customer.

5. **Adjustments of Bills** The customer, at the customer's request, will be instructed on how to read the water meter. If the customer believes the meter reading shown on the bill is incorrect by comparing previous billing and current readings, the customer shall notify the Water Department within five (5) days of receipt of the billing in question, In case of a dispute as to the accuracy of the meter, the customer, upon depositing the amount set forth in the Rate Schedule, may demand that the meter be removed and tested for accuracy and may demand that the testing be done in the presence of the customer. The customer who desires to be present for said testing shall bear any and all costs incurred by the customer for the customer to be present.

If the meter is found to be registering correctly (Within two percent 2% of true recording) or in favor of the customer, the deposited amount shall be forfeited to the Water Department. If the meter is found to be recording incorrectly (Over two percent 2% of true reading) against the customer, the Water Department shall refund the deposit and refund the overcharge, based on a true recording, for a period of six (6) months or for a lesser period, if the date of cause can be established from records related to the cause. **The City Administrator shall have the only authority to authorize adjustments to water/sewer bills.**

6. **Error in Billing** If an error in billing or meter reading has been made, the Water Department may go back up to six (6) months to recover any under-charge or must go back six (6) months to refund any over-collection, if applicable.

7. **Dead Meter** If a meter is found not to register for any period, the Water Department shall compute the water used as follows:

- A. For customers who have been served for over one (1) year, the amount billed shall be based on the same consumption as that for the same period the previous year.
- B. For customers who have been served for less than one (1) year, the amount billed shall be based on the consumption for previous billing period.

Exceptions will be made to this rule if the facts reasonably show that either method does not yield the correct consumption for the period the meter is inoperative.

8. **Flat Rate** Existing flat rate users will be charged as per the rate schedule.

9. **Base Rate** All water service to the property will be charged the current "Base Rate" This applies to customers even if the water has been turned off for non-payment or any other reason. The "Base Rate" can only be taken off a customer's bill if the customer physically severs the service line and caps it at the curb stop or meter pit, on the property owner's side, as provide in **Rule Sixteen #3**. Some exceptions may apply if a curb stop or shutoff valves is not present or cannot be found. The capped line must be inspected and approved by the Water Department before the line can be buried. In the future if the property owner so chooses to connect back to the City of Libby water system, they must pay a \$50.00 reconnection fee. The reconnection will also have to be inspected.

10. **Partial Payments** Partial payment of utility bills shall be divided equally among all utilities owed to the City of Libby.

11. **Deposits** The Water Department will require a deposit for water service. The deposit shall be in a no-interest bearing account, refundable, ~~upon customer request~~ after one (1) year continuous prompt payment of bills or upon termination of service and collection of final payment in full, or the deposit may be applied to delinquent bills upon discontinuance of service by the Water Department for nonpayment of bills. Property owners who rent will be required to keep the water accounts in their name. As of January 1st, 2016, the City of Libby Water Department will no longer put tenants name on water accounts. It will be the responsibility of the property owner to manage these accounts. Bills can be sent out to both the property owner and the tenant upon request.

RULE TWENTY-TWO--- Payment of Bills:

1. Bills are due and payable in full within (14) days of billing date. A bill not paid in full after (14) days is considered delinquent, and service may be discontinued as per **Rule Sixteen #5** unless a suitable payment schedule is made with the Billing Clerk provided, however, that no outstanding balance shall be permitted to exceed the equivalent of three (3) months average bill on the property.

RESOLUTION 2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBBY MONTANA ADOPTING A FEE SCHEDULE FOR FLOODPLAIN APPLICATION REVIEW IN ACCORDANCE WITH ORDINANCE 2003 CITY OF LIBBY FLOODPLAIN HAZARD MANAGEMENT REGULATIONS.

WHEREAS the City of Libby adopted Ordinance 2003, CITY OF LIBBY FLOODPLAIN HAZARD MANAGEMENT REGULATIONS, on 15 August 2022; and

WHEREAS 3.2 Fees, in the CITY OF LIBBY FLOODPLAIN HAZARD MANAGEMENT REGULATIONS, provides for imposing a reasonable application fee for processing floodplain applications; and

WHEREAS the city finds it necessary to contract a Libby Floodplain Administrator; and

WHEREAS the city finds it necessary to impose a reasonable application review fee to cover the costs associated with floodplain application review.

NOW, THEREFORE, be it resolved by the City Council of the City of Libby, Montana, that a fee schedule be adopted for the review of floodplain applications as follows:

Once an application has been submitted for review to the City, the City will request assistance from a contracted engineer that will provide an estimate of the review fee to the City and will setup a separate task for review assistance for the specific floodplain application so that the City of Libby can track review costs for the application in order to allow collection of review fees prior to final permit approval.

PASSED AND ADOPTED by the City Council and approved by the Mayor this 7th day of August 2023.

Attest:

Peggy Williams, Mayor

Leann Monigold, Clerk/Treasurer

ADVERTISEMENT FOR BIDS

City of Libby, Montana
Cabinet Heights Water Main
Replacement Project

General Notice

The City of Libby, Montana
(Owner) is requesting Bids for
the construction of the following
Project:

**Cabinet Heights Water Main
Replacement Project**
Engineer's Project Number:
P10074-2022-001

Bids for the construction of
the Project will be received at
Libby City Hall located at **952
East Spruce Street, Libby, MT
59923**, until **Tuesday, August 7,
2023 at 2:00 PM** local time. At
that time the Bids received will
be publicly opened and read.

The Project includes the follow-
ing Work:

**Schedule 1* - Work generally
consists of procuring and
installing approximately 1,445
lineal feet of 12-inch PVC
watermain, valves, fittings
and other appurtenances by
open cut methods, abandon-
ment of existing 6-inch steel
watermain and restoration of
streets and alley.**

**Schedule 2* - Work generally
consists of procuring and
installing approximately 715
lineal feet of 12-inch PVC
watermain, valves, fittings
and other appurtenances by
open cut methods, abandon-
ment of existing 6-inch steel
watermain and restoration of
streets and alley.**

***Bid Award contingent upon
availability of funding.**

Bids are requested for the fol-
lowing Contract:

**Contract No. 1 – General Con-
struction**

Other conditions applicable to
the procurement of this Contract
are described in "Section 00200
- Instructions to Bidders" of the
Bidding Documents and the bids
will be evaluated by the proce-
dure described in Article 18 of
the Instructions to Bidders.

Owner anticipates that the
Project's total bid price will be
approximately **\$1,150,000**.
The Project has an expected
duration of 60 calendar days for
construction activities (plus time
for review of submittals and shop
drawings and lead times for
major equipment)

BID OPENING @ 2 PM August 7, 2023

STATE OF MONTANA

LINCOLN COUNTY

AFFIDAVIT OF PUBLICATION

MARY BOOTH BEING DULY
SWORN, DEPOSES AND SAYS: THAT SHE IS THE
LEGAL CLERK OF THE **WESTERN NEWS** A TWICE
WEEKLY NEWSPAPER OF GENERAL CIRCULATION,
PRINTED AND PUBLISHED IN THE CITY OF LIBBY, IN
THE COUNTY OF LINCOLN, STATE OF MONTANA.

LEGAL ADVERTISEMENT WAS PRINTED AND
PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF
SAID PAPER, AND IN EACH AND EVERY COPY
THEREOF ON THE DATES OF JULY 21, 28, 2023

AND THE RATE CHARGED FOR THE ABOVE
PRINTING DOES NOT EXCEED THE MINIMUM
GOING RATE CHARGED TO ANY OTHER
ADVERTISER FOR THE SAME PUBLICATION,
SET IN THE SAME SIZE TYPE AND PUBLISHED
FOR THE SAME NUMBER OF INSERTIONS.

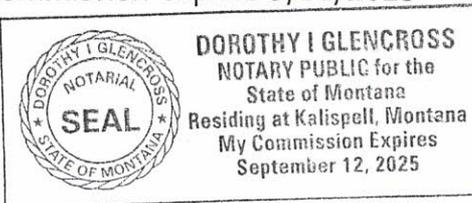
Mary Booth

Subscribed and sworn to
Before me this July 28, 2023

Dorothy I. Glencross

Dorothy I. Glencross

Notary Public for the State of Montana
Residing in Kalispell
My commission expires 9/12/2025



REQUEST FOR PROPOSALS
REMOVAL AND DISPOSAL OF
SPOILS PILE
FLOWER CREEK DAM CON-
STRUCTION

During the construction of the Flower Creek Dam excavated sandy gravel, rock and concrete rubble were stock piled north of the Flower Creek Road on City Property in Section 21, T30N, R31W, W½ of the SW ¼. There is no surveyed quantity of stockpiled material. There are no records of the exact composition of the stockpile.

Currently the stockpile has significant revegetation. The surface is stable.

The City of Libby is soliciting proposals to remove the entire pile. All materials in the stockpile shall be removed from the City Property. When the material is removed the surface will be graded to control surface runoff from direct discharge to Flower Creek. Final grading will have

slopes not greater than 2% in any direction. Surface preparation shall facilitate revegetation with native seed applied per the supplier's recommendations.

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

Description of method proposed for removal, equipment and any onsite processing.

Estimated start and completion date.

List of required permits. Permitting will be the responsibility of the successful respondent.

A preliminary construction plan with proposed finished grades and method of stabilization, revegetation.

Draft Construction Storm Water Plan.

Summary of experience with similar work.

Cost proposal.

The stockpile is easily accessed twelve months a year. Flower

BID OPENING @ Noon August 7, 2023

STATE OF MONTANA

LINCOLN COUNTY

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MARY BOOTH BEING DULY SWORN, DEPOSES AND SAYS: THAT SHE IS THE LEGAL CLERK OF THE **WESTERN NEWS** A TWICE WEEKLY NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY OF LIBBY, IN THE COUNTY OF LINCOLN, STATE OF MONTANA.

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AND THE RATE CHARGED FOR THE ABOVE PRINTING DOES NOT EXCEED THE MINIMUM GOING RATE CHARGED TO ANY OTHER ADVERTISER FOR THE SAME PUBLICATION, SET IN THE SAME SIZE TYPE AND PUBLISHED FOR THE SAME NUMBER OF INSERTIONS.

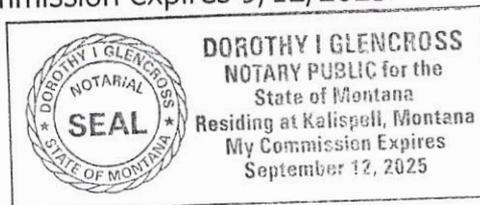


Subscribed and sworn to
Before me this July 28, 2023



Dorothy I. Glencross

Notary Public for the State of Montana
Residing in Kalispell
My commission expires 9/12/2025





GARLINGTON | LOHN | ROBINSON

MONTANA'S ATTORNEYS SINCE 1870

August 1, 2023

Sent Via USPS

Peggy Williams, Mayor
City of Libby
PO Box 1428
Libby, MT 59923

RE: Engagement of Garlington, Lohn & Robinson, PLLP

Dear Mayor Williams:

Pursuant to our rules of professional conduct, we are required to provide proposed terms of representation for your consideration and approval.

For this matter, the scope of our representation is to assist the City of Libby with land use and real estate related matters, including but not limited to work pertaining to annexation issues and related expansions of city services which may include land that is not immediately annexed. Initial tasks include assisting with a review of existing ordinances and other regulatory provisions related to annexation and advice related to potential annexation agreements. All work will be directed by you and additional tasks may be assigned by you as needed. Our representation is of the City of Libby, as an entity, and not of any owners, members, employees, or agents in their individual capacity.

We reviewed conflicts and are not aware of any current conflicts relating to our representation. Should additional tasks be added to the above scope, we will reevaluate any potential conflicts as appropriate.

I will be your principal contact and responsible for services provided to you. As circumstances warrant, other attorneys, or non-attorney professionals, may be assigned to work on your matters as necessary or appropriate. My current billing rate for this matter is \$245.00 per hour, which represents a discount from normal billing rates. Our policy is to bill based upon an hourly rate with invoices for services provided approximately monthly. The invoices will include the time spent on this matter, a description of that time, and any out-of-pocket expenses, including any travel expenses.

Mayor Peggy Williams
RE: GLR Engagement
August 1, 2023
Page 2

Either of us may terminate this representation at any time and for any reason by written notice, subject always on our part to our professional obligations under the Rules of Professional Conduct that govern the practice of law in Montana. Upon the conclusion or termination of our representation and the payment of all outstanding fees and disbursements, we will return to you, if requested, all papers and property you provided to us in this matter. We will retain our own files pertaining to this matter for at least three years after the conclusion or termination of our representation in this matter. After that time, we will dispose of the files carefully to preserve the confidentiality of the matters contained in them. Unless additional legal work is assigned by you, our representation of you will conclude when we send our final statement for services rendered in this matter.

If these terms are acceptable to you, please execute these terms below, return a copy to us, and provide a preferred billing address and associated billing instructions. If you have any questions or need additional information, please contact me at your convenience.

Sincerely,

GARLINGTON, LOHN & ROBINSON, PLLP



Alan F. McCormick
Email: afmccormick@garlington.com

AFM:emq

City of Libby

By: Peggy Williams, Mayor

By: _____
Name: _____
Title: _____

ANIMAL CONTROL AGREEMENT 2023 - 2024

PARAGRAPH I. A CONTRACT FOR SERVICES ENTERED INTO BETWEEN THE COUNTY OF LINCOLN AND LIBBY, A DULY INCORPORATED CITY SITUATED WITHIN THE BOUNDARIES OF LINCOLN COUNTY.

PARAGRAPH II. LINCOLN COUNTY AND THE CITY OF LIBBY AGREE TO SHARE IN THE ENFORCEMENT OF DOG CONTROL ORDINANCES WITHIN SAID CITY AND WITHIN THE BOUNDARIES OF THE LIBBY RURAL FIRE DISTRICT. THIS SHARED ENFORCEMENT SHALL INCLUDE ROUTINE PATROLING, IMPOUNDMENT OF UNLICENSED AND STRAY DOGS, CITATION FOR VIOLATIONS, AND SUCH OTHER SERVICES AS MAY BE REQUIRED BY ORDINANCE.

PARAGRAPH III. LINCOLN COUNTY AGREES TO PROVIDE EQUIPMENT AND ASSISTANCE TO LIBBY RESIDENTS FOR THE HUMANE TRAPPING OF CATS. A FULLY REFUNDABLE DEPOSIT MAY BE REQUIRED FOR USE OF A LIVE TRAP AND TRAPS WILL BE PROVIDED BASED ON AVAILABILITY.

PARAGRAPH IV. IN CONSIDERATION FOR RECEIPT OF SERVICES RENDERED THROUGH THIS CONTRACT, THE CITY OF LIBBY AGREES TO PAY INTO THE GENERAL FUND OF LINCOLN COUNTY THE SUM OF \$12,000.00 IN MONTHLY INSTALLMENTS, OR IN A LUMP SUM BY JUNE 2024.

PARAGRAPH V. THE COUNTY OF LINCOLN AGREES TO SELL ALL DOG LICENSES AND TAGS REQUIRED WITHIN THE JURISDICTION OF THE APPROPRIATE ORDINANCES. TAG AND LICENSE RECEIPTS SHALL INCLUDE THE FOLLOWING INFORMATION:

- | | | | |
|----|----------------------|----|-------------------------------------|
| A. | ANIMAL'S DESCRIPTION | D. | OWNER'S NAME |
| B. | ANIMAL'S NAME | E. | OWNER'S ADDRESS & PHONE NUMBER |
| C. | TAG NUMBER | F. | PROOF OF CURRENT RABIES VACCINATION |

PARAGRAPH VI. PERSONS SHALL BE HIRED AND DESIGNATED AS ANIMAL CONTROL OFFICERS AND SHALL BE RESPONSIBLE FOR THE DUTIES AND RESPONSIBILITIES DESCRIBED HEREIN AND SHALL BE GIVEN AUTHORITY TO ENFORCE THE ORDINANCES.

PARAGRAPH VII. IN ADDITION TO THE DUTIES OF ENFORCEMENT, LINCOLN COUNTY SHALL BE RESPONSIBLE FOR THE CARE OF IMPOUNDED ANIMALS AND CLEANUP OF THE FACILITY ON A REGULAR SCHEDULE. THESE DUTIES MAY BE PROVIDED BY A THIRD PARTY THROUGH CONTRACT WITH LINCOLN COUNTY.

PARAGRAPH VIII. ADMINISTRATION OF THE CONTROL PROGRAM SHALL BE PROVIDED BY LINCOLN COUNTY. CITY OF LIBBY SHALL DESIGNATE AN OFFICIAL TO SERVE AS A CONTACT, AND WHO WILL BE RESPONSIBLE FOR DISCUSSING CONCERNS OF THE CITY, AS THEY RELATE TO THE PERFORMANCE OF THIS CONTRACT.

PARAGRAPH IX. ALL MONIES RECEIVED THROUGH THE SALE OF LICENSES AND IMPOUND FEES SHALL BE RETURNED TO THE TREASURER OF LINCOLN COUNTY FOR SUPPORT OF THE PROGRAM DURING THE DURATION OF THIS AGREEMENT.

PARAGRAPH X. RENEWAL OR REVISION OF THIS AGREEMENT MUST BE ACCOMPLISHED NOT LATER THAN 30 DAYS AFTER THE EXPIRATION DATE SET FORTH BELOW.

PARAGRAPH XI. EITHER PARTY MAY CANCEL THIS AGREEMENT 30 DAYS AFTER SUBMISSION OF WRITTEN NOTICE TO THE OTHER PARTY.

EFFECTIVE DATE OF THIS CONTRACT: 7-01-2023
EXPIRATION DATE OF THIS CONTRACT: 6-30-2024

LINCOLN COUNTY, MONTANA

CITY OF LIBBY

BY: _____

BY: _____

DATE: _____

DATE: _____

CITY ATTORNEY CONTRACT

THIS AGREEMENT is made to be effective the 7th day of August 2023, by and between the City of Libby, Montana (“the City”), and Chisholm & Chisholm PC (the “Firm”).

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

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

2. Term of Employment. The term of the Firm's employment pursuant to this Agreement commenced on June 6, 2023, and shall terminate on June 30, 2025, unless mutually renewed by both parties.

3. Position and Duties.

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

During the period of employment, the Firm agrees to provide and the City agrees to have Firm perform the following non-standard services at the Firm's hourly rate of \$300 per attorney hour and \$140 per hour for paralegal services: handle appeals from city court, and criminal and civil litigation and claims involving the City, general obligation bond issues and revenue bond issues, litigation or appearance in courts of record, prosecution on behalf of the city in justice court or district court for offenses occurring within the city, appearances before federal or state commissions, regulating bodies, or administrative tribunals, special assessment work, zoning and legal work in connection with federal or state or municipal projects. If the City needs additional services of an attorney, including or if a third party has an obligation to defend the City, the City will cause the Firm to be first choice to represent the City. The

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

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

4. Compensation.

4.01 Monthly Compensation. The City shall pay the Firm Seven Thousand Four Hundred Seventy One and 10/100 Dollars (\$7,471.10) per month as base compensation. This amount is subject to an annual cost of living adjustment based on the consumer price index.

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

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

4.04. Payment and Billing. The City will automatically pay the Firm on the first Monday of the month for the previous month's services beginning June 1, 2023. If necessary, at the end of the relationship, the monthly amount shall be prorated according to the days worked since the last monthly payment. The Firm will send the City periodic statements, describing additional services performed, and stating fees and other charges. Payment will be due on receipt.

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

6. Miscellaneous.

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

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

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

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

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

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

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

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

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

EMPLOYER:
City of Libby, Montana

By: _____
Peggy Williams, Mayor

THE FIRM:

By: _____
Dean Chisholm, Chisholm & Chisholm PC

CITY OF LIBBY
Maintenance Contract

THIS AGREEMENT made this 7th day of August 2023, by and between the **CITY OF LIBBY, MONTANA (“Contractor”)**, a Montana Municipal Corporation, P.O. Box 1428, Libby, Montana 59923-1428, and **Cut Above Lawn Care and Janitorial Maintenance (“Subcontractor”)**, P.O. Box 1077 Troy Montana 59935.

WITNESSETH:

That the Contractor and the Subcontractor for the considerations stated herein agree as follows:

I. The Subcontractor hereby agrees to provide all personnel necessary to perform, in a manner commensurate with the accepted standards of the industry, those duties and requirements as set forth in the City Hall Maintenance job description attached hereto as Exhibit “A”.

II. The term of this Agreement shall be for one (1) year, commencing on the 1st day of July 2023 and ending on the 30th day of June 2024.

III. The Contractor agrees to pay the Subcontractor for the performance of their work with the sum of Sixteen Thousand Eight Hundred Dollars (\$16,800.00) per annum, payable in twelve (12) equal monthly installments of Twelve Hundred Dollars (\$1,400.00). The Contractor agrees to pay the Subcontractor for equipment maintenance and fuel with the sum of Three Thousand Five Hundred Dollars (\$3,500.00) per annum, payable in a lump sum by April 2024.

IV. The Subcontractor is retained and employed by the Contractor only for the purposes and to the extent set forth in this Agreement and their relation to the Contractor shall, during the period or periods of their employment and services hereunder, be that of independent contractor and not as employee or agent of the Contractor. The Subcontractor hereby acknowledges that they are not considered under the provisions of this Agreement or otherwise as having an employee’s status or as being entitled to any benefits to which any regular employee of the Contractor would be entitled, for example, but not specifically limited to, employer’s contributions for unemployment insurance, worker’s compensation insurance, social security benefits, federal and state withholding, and medical or health insurance. The Subcontractor hereby acknowledges that they have made application for an independent contractor exemption from insurance coverage under the Montana Worker’s Compensation Act. The Subcontractor further acknowledges they have obtained Montana Worker’s Compensation Insurance sufficient to comply with the terms of said Act.

V. The Subcontractor hereby agrees to assume all liability for, and to defend, indemnify, and hold the Contractor harmless from and against any demands or liabilities sought to be imposed upon the Contractor and any loss, damage, cost, or expenses incurred by the Contractor arising from or in any way connected with the Subcontractor’s work and operation set forth herein.

VI. The Subcontractor agrees to maintain Montana Worker’s Compensation Insurance on any and all of their employees and shall further maintain general liability and property damage insurance in such amounts as shall be specified by the Contractor.

VII. The Subcontractor agrees to obey all laws, ordinances, rules and regulations in effort at the situs of the project. The Subcontractor further agrees that all workmanship shall be good quality as established by common practices recognized in the Subcontractor’s trade.

VIII. The Contractor and the Subcontractor agree that this Agreement shall not be modified except with the written consent of both parties and such modification attached hereto.

IX. The Subcontractor shall have the sole responsibility for the security of all tools and implements furnished by them for the performance of the above-described work and shall be responsible for any and all transportation costs incurred in traveling to and from the site of the above-described work.

X. In the case of the Subcontractor’s failure to perform any of the conditions required to be fulfilled or performed by the Subcontractor within seven (7) days written notice of such default, the Subcontractor shall be in default hereunder and the Contractor may, at its option, immediately terminate this Agreement.

XI. If this Agreement is terminated, the Subcontractor shall not be entitled to receive any payment until the above-described work is completed. If the unpaid balance of this Agreement shall exceed the expense of finishing the above-described work, such excess shall be paid to the Subcontractor. If the expenses of finishing the work exceed the unpaid balance of this Agreement, and the Subcontractor is shown to be directly responsible for said expense, the Subcontractor shall pay the difference to the Contractor.

DATED this 7th day of August 2023.

**CITY OF LIBBY, MONTANA
A Montana Municipal Corporation**

By: _____
Peggy Williams, Mayor

ATTEST:

Leann Monigold, City Clerk

Andrew Selle, Subcontractor

EXHIBIT A

Duties and Responsibilities for the City of Libby Maintenance of Building

BUILDING MAINTENANCE

As Needed

1. Dump outdoor garbage/reline can & dump ashtrays.
2. Inspect and change lights that may be out on and throughout City Hall building.
3. Repair damaged equipment in Ponderosa Room or contact City Hall if unrepairable.
4. Provide timely snow removal of sidewalks around City Hall building and Libby Police Station.
5. Maintain area around sewer lift station.
6. Provide timely lawnmowing around the City Hall and tennis court areas.
7. Maintain shrubs and weeds, prune and remove dead limbs from all trees and bushes around City Hall property.
8. Water flowers and scrubs around City Hall property if no sprinkler system is available or maintain and set soaker hoses.
9. Inspect lawn sprinkler systems around City Hall property and notify City Hall if maintenance is needed.
10. Check pumps in boiler room.
11. Touch up painting throughout City Hall building.
12. Clean and organize tool shed.
13. Repair occasional plumbing problems in bathrooms, showers in fitness center, laundry or notify City Hall if a contractor is needed for the problem.
14. Performs minor semi-skilled building maintenance; such as painting, plumbing, carpentry & mechanical needs or notify City Hall if a contractor is needed for the repair.
15. Inspect entire City Hall building for leaks on roof.
16. Clean and maintain drains on roof of City Hall.
17. Inspect & maintain custodial and maintenance equipment, provided by the City, for proper operation.

Equipment supplied by maintenance person:

Lawn Mower
Weed Eater and other lawn maintenance equipment.

CITY OF LIBBY
Cleaning Contract

THIS AGREEMENT made this 7th day of August 2023, by and between the **CITY OF LIBBY, MONTANA**, a Montana Municipal Corporation, P.O. Box 1428, Libby, Montana 59923-1428, hereinafter called the "**Contractor**", and **Julie Spencer**, 253 Glendora, Libby, Montana, hereinafter called the "**Subcontractor**".

WITNESSETH:

That the **Contractor** and the **Subcontractor** for the considerations stated herein agree as follows:

I.

The **Subcontractor** hereby agree to provide personnel necessary to perform, in a manner commensurate with the accepted standards of the industry, those duties and requirements as set forth in the City Hall Cleaning Job Description attached hereto as Exhibit "A". The **Contractor** hereby agrees to provide all equipment and materials necessary to perform those duties and requirements as set forth in the City Hall Cleaning Job Description attached hereto as Exhibit "A".

II.

The term of this Agreement shall be for one (1) year, commencing on the 1st day of July 2023 and ending on June 30, 2024.

III.

The **Contractor** agrees to pay the **Subcontractor** for the performance of his/her work the sum of Fifteen Thousand Dollars (\$16,200.00) per annum, payable in twelve (12) equal monthly installments of Thirteen Hundred and Fifty Dollars (\$1,350.00), commencing on the 31st day of July 2023 and the last day of each month thereafter.

IV.

The **Subcontractor** is retained and employed by the **Contractor** only for the purposes and to the extent set forth in this Agreement and his/her relation to the **Contractor** shall, during the period or periods of his/her employment and services hereunder, be that of independent contractor and not as employee or agent of the **Contractor**. The **Subcontractor** hereby acknowledges that he/she is not considered under the provisions of this Agreement or otherwise as having an employee's status of as being entitled to any benefits to which any regular employee of the **Contractor** would be entitled: for example, but not specifically limited to, employer's contributions for

unemployment insurance, worker's compensation insurance, social security benefits, federal and state withholding, and medical or health insurance. The **Subcontractor** hereby acknowledges that he/she has made application for an independent exemption from insurance coverage under the Montana Workers' Compensation Act. The **Subcontractor** further acknowledges he/she has obtained Montana Worker's Compensation Insurance enough to comply with the terms of said Act.

V.

The **Subcontractor** hereby agrees to assume all liability for, and to defend, indemnify, and hold the **Contractor** harmless from and against any demands or liabilities sought to be imposed upon the **Contractor** and any loss, damage, cost or expenses incurred by the **Contractor** arising from or in any way connected with the **Subcontractor's** work and operations set forth herein.

VI.

The **Subcontractor** agrees to maintain Montana Worker's Compensation Insurance on any and all his/her employees and shall further maintain general liability and property damage insurance in such amounts as shall be specified by the **Contractor**.

VII.

The **Subcontractor** agrees to obey all laws, ordinances, rules and regulations in an effort at the situs of the project. The **Subcontractor** further agrees that all workmanship shall be good quality as established by common practices recognized in the **Subcontractor's** trade.

VIII.

The **Contractor** and the **Subcontractor** agree that this Agreement shall not be modified except with the written consent of both parties and such modification attached hereto.

IX.

The **Subcontractor** shall have the sole responsibility for the security of all tools and implements furnished to and by them for the performance of the above-described work and shall be responsible for any and all transportation costs incurred in traveling to and from the site of the above-described work.

X.

In the case of the **Subcontractor's** failure to perform any of the conditions required to be fulfilled or performed by the Subcontractor within seven (7) days written notice of such default, the **Subcontractor** shall be in default hereunder and the **Contractor** may, at its option, immediately terminate this Agreement.

XI.

If this Agreement is terminated, the **Subcontractor** shall not be entitled to receive any payment until the above-described work is completed. If the unpaid balance of this Agreement shall exceed the expense of finishing the above-described work such excess shall be paid to the **Subcontractor**. If the expense of finishing the work exceeds the unpaid balance of this Agreement and the **Subcontractor** is shown to be directly responsible for said expense, the **Subcontractor** shall pay the difference to the **Contractor**.

XII.

Should any violation of the terms of this Agreement occur by **Subcontractor** and be deemed unacceptable by **Contractor**, Contractor has the right to terminate this Agreement by written notice to **Subcontractor**.

Dated this 7th day of August 2023

**CITY OF LIBBY, MONTANA
A Montana Municipal Corporation**

By: _____
Peggy Williams, Mayor

ATTEST:

Leann Monigold, City Clerk/Treasurer

SUBCONTRACTOR:

Julie Spencer, Subcontractor

EXHIBIT A

Duties & Responsibilities for City of Libby Cleaning Contract

Responsible for cleaning all City Hall building except for portions used by Pure North Athletic Club.

City Hall Building

Daily

1. Vacuum all - Straighten Runners and vacuum under runners (includes city offices, all entryways, break room, all hallways including around Ponderosa room, bathrooms and other offices).
2. Clean Bathroom - Mop Floors (2 small - 2 large).
3. Dump Garbage / re-line cans.
4. Wash windows in all foyers.
5. Vacuum and/or sweep & mop all foyers.
6. Clean Break Room.
7. Clean out water fountains.
8. Keep track of upcoming Ponderosa Room use, book in front office, set up if necessary.
9. Clean Ponderosa Room when needed, includes cleaning kitchen, vacuuming, take-down of tables, chairs & equipment.
10. Remove spots from spills on Ponderosa Room carpet when necessary.
11. Be available on weekends to clean Ponderosa Room and public restrooms when two different events are scheduled on weekends.
12. Disinfect all door knobs, light switches, and microphones.
13. Dump runs (as needed).

Weekly

1. Dust - Window seals, Council Chambers, and Office equipment.
2. Wax Floors in bathrooms every few weeks as needed.
3. Check for burnt out light bulbs and make note for maintenance department.

Monthly

1. Dust, straighten chairs, clean & vacuum council chambers after each meeting, by-monthly; sometimes weekly.
2. Clean windows in entire building inside & outside.

Contractor will provide all cleaning supplies, hand soap, and paper products for bathrooms, can liners and general cleaning equipment.

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

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

1. Term. The term of this agreement shall begin July 01, 2023 and shall end June 30, 2024. Upon renewal, the term of the agreement shall be one year, beginning on July 1 and ending on June 30.
2. Renewal. Unless either party advises the other in writing of its intention to terminate this agreement within thirty (30) days before or after July 1st, this agreement shall be automatically renewed for a period of one (1) year to June 30 of the following calendar year.
3. Consideration. As payment for the services, supplies & office space provided pursuant to this agreement, the City agrees to pay the County \$34345.69 per year. Due and payable on or before June 30, 2023 and tendered to the Lincoln County Treasurer. This amount reflects a two percent employee wage increase over the previous agreement.
4. Services. The Lincoln County Justice of the Peace shall be appointed City Court Judge and shall assume all the powers, duties and responsibilities designated to City Court Judges under Title 3, Chapter 11, MCA. Clerical personnel employed in the Lincoln County Justice Court will perform work on City Court cases as directed by the City Court Judge including answering telephone or in person inquiries from defendants, attorneys, or members of the public, preparing notices, judgments, orders and other court document, receipting, depositing, and overseeing payment for the City of all monies collected and due and payable in connection with adjudicated City Court cases. The services will be provided during regular office hours at the Lincoln County Annex. The clerical personnel assigned to complete work on behalf of the City will be determined solely by the Lincoln County Justice of the Peace. In performing such duties Justice court personnel will have all authority of acting City Court Clerks. The City of Libby will be responsible for all costs associated with a jury trial held by the City Court.

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

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

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

LINCOLN COUNTY BOARD
OF COMMISSIONERS

ATTEST

By: Chairperson

Lincoln Co. Clerk & Recorder

CITY OF LIBBY

ATTEST

By: Mayor

Libby City Clerk

**FRASER MANAGEMENT & CONSULTING, PLLC.
690 NORTH MERIDIAN, SUITE 103
KALISPELL, MT. 59901**

Samuel Sikes, City Administrator
City of Libby
PO Box 1428
Libby, MT. 59923

July 12, 2023

Re: Retainer- Amendment #13

Dear Sam;

This Agreement Amends the Retainer Agreement of June 2022.

Fraser Management & Consulting, PLLC. will provide general consulting services for one year, July 1 thru June 30, 2024, for \$250.00 per month. The retainer fee will provide unlimited access for consultation by either phone or email.

Additional services will be provided Libby as authorized by the Mayor or City Administrator. All services would be provided by Michael W. Fraser, PE. at an hourly rate of \$235.00. Only time greater than ½ hour will be recorded and invoiced. Charges for travel, mileage and time are not invoiced. Travel expenses, mileage for meeting outside northwest Montana are invoiced at the Federal rate.

Additional services such as attending meetings, preparation of studies, applications or plan reviews would be provided with authorization. Attached is Exhibit A the General Conditions of service.

Please review with the Mayor. With approval have the Mayor sign and return a copy of this letter as the basis of the agreement.

Sincerely;



Michael W. Fraser, PE.

The City of Libby accepts this proposal for General Consulting Services for one year at a rate of \$250.00 per month.

Peggy Williams, Mayor

Date

EXHIBIT A

GENERAL CONDITIONS FOR PROJECT MANAGEMENT & CONSULTING

1. **INVOICE AND PAYMENT:** Fraser Management & Consulting, PLLC. (FMC) will invoice services monthly by the 10th to the Client. Payment is due by the last of the month in the office of FMC. FMC will assess a late fee of not less than ½ hours time or 10% of the past due amount, whichever is greater on all past due invoices. FMC reserves the right to stop work on all past due accounts, until payment in full is received.
2. **LIMIT OF LIABILITY:** The limit of liability of FMC to the Client for any cause or combination of causes shall be, in not greater than the amount of the fee. No action relating to the services provided under this Agreement may be brought by either the Client or FMC more than two years from the date of completion or notice of termination by either party.
3. **INSURANCE:** FMC shall at all times maintain Professional Liability and General Liability coverage.
4. **ASSIGNMENT:** Neither FMC or the Client may transfer or assign this Agreement without the consent of the other.
5. **ENTIRETY OF AGREEMENT:** This Agreement embodies the entire agreement and understanding between FMC and Client. No alteration, change, or modification of this Agreement shall be made unless in writing as an Amendment, signed by FMC and Client.
6. **PERMITTING:** FMC will prepare or assist in the preparation of applications for various approvals, on behalf of the Client. FMC warrants the applications will be prepared with care and in accordance with the application guidelines. FMC does not warrant, guarantee or represent the applications will be approved by the reviewing agencies.
7. **STANDARD OF CARE:** Services provided FMC under this Agreement will be provided in manner consistent with the level of care and skill ordinarily exercised by other similar professionals. No representations, express or implied are included in this Agreement.
8. **GENERAL INDEMNITY:** Client agrees to defend, indemnify and hold harmless FMC against all claims, obligations and liabilities arising from or related to the performance of project management services under this Agreement, and resulting from the Client's negligent acts or omissions. FMC agrees to defend, indemnify and hold harmless Client from any claims, obligations, and liabilities arising from the performance of project management services under this Agreement and resulting from the negligent actions, omissions of FMC.
9. **GOVERNING LAW:** FMC and Client agree the venue and jurisdiction for any action arising under this Agreement is the District Court located in Flathead County, Montana.
10. **TERMINATION:** Either party may terminate by tendering notice. Termination shall be 30 days after receipt of the notice. In the event the owner terminates services the final invoice shall include any costs of FMC related to termination. In the event FMC terminates, the owner shall pay all fees to the date of termination and other costs related to termination.

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

1000 GENERAL

Account	Actuals				Current	%	Prelim.	Budget	Final	%
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
310000 TAXES										
311010 Real Property Taxes	354,930	419,652	415,043	419,127	414,280	101%	414,280		414,280	100%
311030 Motor Vehicle Tax					0	0%	750		750	*****%
311040 Net and Gross Proceeds		1,312			0	0%			0	0%
312000 Penalty & Interest on	2,345	1,504	178	1,218	1,504	81%	1,228		1,228	82%
314140 Local Option Tax	68,653	78,699	57,037	91,865	78,699	117%	66,225		66,225	84%
Group:	425,928	501,167	472,258	512,210	494,483	104%	482,483	0	482,483	98%
320000 LICENSES AND PERMITS										
321020 Coin Operated Amusement	350	300	325	300	300	100%	300		300	100%
322000 Business Licenses and		140			0	0%			0	0%
322010 Alcoholic Beverage	7,973	5,663	7,440	7,660	7,500	102%	7,500		7,500	100%
322020 Business Licenses	27,725	29,730	29,730	30,909	29,730	104%	29,730		29,730	100%
322025 Business Licenses Late	60	180			0	0%	35		35	*****%
322030 FRANCHISE FEES	2,038	76			0	0%			0	0%
323010 Building Permits	27,596	41,429	47,681	30,422	40,000	76%			0	0%
323020 Sidewalk Encroachment	4	6	6		0	0%	4		4	*****%
323050 Street Opening Permits		45	545	1,700	600	283%	1,700		1,700	283%
Group:	65,746	77,569	85,727	70,991	78,130	91%	39,269	0	39,269	50%
330000										
331072 CDBG Growth Plan					37,500	0%			0	0%
331178 DUI Task Force STEP Grant			1,008		5,000	0%	1		1	0%
334002 MAIN ST Grant				8,000	8,000	100%			0	0%
335030 Motor Vehicle Tax - Ad	510	775			0	0%			0	0%
335110 Live Card Game Table					0	0%	150		150	*****%
335120 Video Gaming Machine	20,425	21,250	21,400	22,625	21,000	108%	21,250		21,250	101%
335230 HB 124 Ent.	576,979	593,265	602,656	619,913	619,913	100%	637,712		637,712	103%
341010 Misc. Collection		1,152	313		200	0%			0	0%
342010 Law Enforcement Fees	5,656	460	1,521		5,000	0%	2,500		2,500	50%
343010 Street and Roadway	532	1,960			0	0%			0	0%
343023 Bulk Water Sales		260			0	0%			0	0%
343320 Sales of Cemetery Plots	13,810	18,200	22,370	17,660	17,100	103%	16,350		16,350	96%
343340 Opening & Closing Charges	15,550	19,450	20,520	11,800	18,000	66%	16,000		16,000	89%
343350 Perpetual Care Niche Wall	2,820	353	705		550	0%	550		550	100%
346040 Camping Facilities Fees	4,907	7,226	5,410	5,356	5,500	97%	5,700		5,700	104%
346050 Fireman's Park Dumping	648	923	1,241	620	850	73%	850		850	100%
351030 City Courts	53,508	46,652	37,544	41,403	47,000	88%	41,000		41,000	87%
351031 Vic Witness			-100	954	460	207%	1,000		1,000	217%
351040 Victim Witness Program	-184	184	-1,343		0	0%			0	0%
Group:	695,161	712,110	713,245	728,331	786,073	93%	743,063	0	743,063	95%
360000 MISCELLANEOUS REVENUE										
360000 MISCELLANEOUS REVENUE		544			0	0%			0	0%
360001 SOCIAL SECURITY REIM.		3,000			0	0%			0	0%
360040 REV KOOTENAI CROSS	685				0	0%			0	0%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

1000 GENERAL

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
361000 Rents/Leases	73,701	76,724	73,241	72,761	73,000	100%	73,000		73,000	100%
361001 LCRFD Firehall Rent	12,000	6,200	12,000	12,000	12,000	100%	12,000		12,000	100%
362000 Miscellaneous Revenue	21,786	1,614	71,661	20,983	5,000	420%	31,840		31,840	637%
362003 Tree Trimming					0	0%	5,000		5,000	*****%
362004 Planning					0	0%	6,500		6,500	*****%
363010 Maintenance Assessments	95				0	0%			0	0%
365000 Contributions and					0	0%	1		1	*****%
365001 DNRC - Arbor Day Grant	750			850	0	***%	850		850	*****%
365002 FIRE DEPT.		300			0	0%			0	0%
367000 Sale of Junk or Salvage					7,433	0%	7,433		7,433	100%
Group:	109,017	88,382	156,902	106,594	97,433	109%	136,624	0	136,624	140%
370000										
371010 Investment Earnings	6,256	4,173	3,716	6,960	4,000	174%	25,000		25,000	625%
Group:	6,256	4,173	3,716	6,960	4,000	174%	25,000	0	25,000	625%
Fund:	1,302,108	1,383,401	1,431,848	1,425,086	1,460,119	98%	1,426,439	0	1,426,439	98%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

2386 IP SETTLEMENT

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
360000 MISCELLANEOUS REVENUE										
362011 INTERNATIONAL PAPER	-110,874				0	0%			0	0%
Group:	-110,874				0	0%	0	0	0	0%
370000										
371010 Investment Earnings	2,678	4,943	5,559	6,852	4,346	158%	23,000		23,000	529%
Group:	2,678	4,943	5,559	6,852	4,346	158%	23,000	0	23,000	529%
Fund:	-108,196	4,943	5,559	6,852	4,346	158%	23,000	0	23,000	529%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

2394 Building Code Enforcement

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
320000 LICENSES AND PERMITS										
323010 Building Permits					0	0%	66,057		66,057	*****%
Group:					0	0%	66,057	0	66,057	*****%
Fund:					0	0%	66,057	0	66,057	*****%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

2410 Lighting Maint.

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget

360000 MISCELLANEOUS REVENUE										
363010 Maintenance Assessments	62,600	71,757	65,450	64,755	66,000	98%	62,000	_____	62,000	94%
363040 Penalty & Interest	345	224	99	160	300	53%	200	_____	200	67%
Group:	62,945	71,981	65,549	64,915	66,300	98%	62,200	0	62,200	94%
370000										
371010 Investment Earnings	555	550	854	1,649	600	275%	5,600	_____	5,600	933%
Group:	555	550	854	1,649	600	275%	5,600	0	5,600	933%
Fund:	63,500	72,531	66,403	66,564	66,900	99%	67,800	0	67,800	101%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

2510 Street Maint (Sprinkling)

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget

360000 MISCELLANEOUS REVENUE										
363010 Maintenance Assessments	141,276	162,238	147,698	146,132	150,000	97%	140,000	_____	140,000	93%
363040 Penalty & Interest	780	350	226	361	500	72%	400	_____	400	80%
Group:	142,056	162,588	147,924	146,493	150,500	97%	140,400	0	140,400	93%
370000										
371010 Investment Earnings	1,199	298	375	677	300	226%	1,900	_____	1,900	633%
Group:	1,199	298	375	677	300	226%	1,900	0	1,900	633%
Fund:	143,255	162,886	148,299	147,170	150,800	98%	142,300	0	142,300	94%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

2820 Gas Tax HB 76

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
330000										
335040 Gasoline Tax	63,769	63,719	63,858	68,334	63,078	108%	157,500		157,500	250%
371010 Investment Earnings	401	387	536	1,006	250	402%	3,700		3,700	1480%
Group:	64,170	64,106	64,394	69,340	63,328	109%	161,200	0	161,200	255%
Fund:	64,170	64,106	64,394	69,340	63,328	109%	161,200	0	161,200	255%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

2821 SB 536/HB 473 BARSSA

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
330000										
335041 SB 536/HB 473 BaRSSA	50,723	72,829	73,155	82,030	82,031	100%	450,867		450,867	550%
Group:	50,723	72,829	73,155	82,030	82,031	100%	450,867	0	450,867	550%
Fund:	50,723	72,829	73,155	82,030	82,031	100%	450,867	0	450,867	550%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

2959 Community Development Fund

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old	
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget	
330000											
334075 WAY FINDING SIGNS TOURISM	50,492					0	0%			0	0%
Group:	50,492					0	0%	0	0	0	0%
360000 MISCELLANEOUS REVENUE											
362000 Miscellaneous Revenue				15,300		0	***%	1		1	*****%
Group:				15,300		0	***%	1	0	1	*****%
370000											
371010 Investment Earnings	280	355	419	13,821	400	***%	52,000		52,000	13000%	
373010 Interest on Economic	4,811		529	234	447	52%	375		375	84%	
373020 Principal on Economic	20,257		26,616	11,911	1,699	701%			0	0%	
Group:	25,348	355	27,564	25,966	2,546	***%	52,375	0	52,375	2057%	
Fund:	75,840	355	27,564	41,266	2,546	***%	52,376	0	52,376	2057%	

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

2990 CARES REIMBURSEMENT / COVID 19

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24
330000										
331990 CARES/COVID 19		272,374			0	0%			0	0%
Group:		272,374			0	0%	0	0	0	0%
Fund:		272,374			0	0%	0	0	0	0%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

2992 American Recovery Plan Act

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
330000										
331991 American Recovery Plan		354,933	712,001	613,125	573,492	107%	613,125		613,125	107%
Group:		354,933	712,001	613,125	573,492	107%	613,125	0	613,125	107%
Fund:		354,933	712,001	613,125	573,492	107%	613,125	0	613,125	107%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

3200 MINERAL AVE. SID PROJECT

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
360000 MISCELLANEOUS REVENUE										
363001 Mineral Avenue Special	1,698	3,380	1,229	1,750	2,150	81%	2,150		2,150	100%
363040 Penalty & Interest	29	104	325		100	0%	100		100	100%
Group:	1,727	3,484	1,554	1,750	2,250	78%	2,250	0	2,250	100%
Fund:	1,727	3,484	1,554	1,750	2,250	78%	2,250	0	2,250	100%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

4003 Fire Department CIP

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24
380000										
383000 Interfund Operating		39,490			0	0%			0	0%
Group:		39,490			0	0%	0	0	0	0%
Fund:		39,490			0	0%	0	0	0	0%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

4004 Streets CIP Fund

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old	
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget	
380000											
383000 Interfund Operating		56,297				0	0%			0	0%
Group:		56,297				0	0%	0	0	0	0%
Fund:		56,297				0	0%	0	0	0	0%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

4005 Water Plant CIP

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old	
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget	
380000											
383000 Interfund Operating			-1,299,574			0	0%			0	0%
Group:			-1,299,574			0	0%	0	0	0	0%
Fund:			-1,299,574			0	0%	0	0	0	0%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

4006 Sewer Treatment CIP

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24
360000 MISCELLANEOUS REVENUE										
360604 Sewer CIP			138,488		0	0%			0	0%
Group:			138,488		0	0%	0	0	0	0%
380000										
383000 Interfund Operating			-210,391		0	0%			0	0%
Group:			-210,391		0	0%	0	0	0	0%
Fund:			-71,903		0	0%	0	0	0	0%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

5210 WATER UTILITY

Account	Actuals				Current	%	Prelim.	Budget	Final	%
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
320000 LICENSES AND PERMITS										
322030 FRANCHISE FEES	1,891					0 0%				0 0%
Group:	1,891					0 0%	0	0		0 0%
330000										
331012 CDBG Grant for Water			278,614			0 0%				0 0%
331075 DNRC/RRGL Grant Water		24,331	62,500			0 0%				0 0%
331076 TSEP Grant Water System		20,316	697,691			0 0%				0 0%
334003 MLIA Grant			5,126			0 0%				0 0%
334006 MCEP - Libby Creek						0 0%	460,000		460,000	*****%
334120 TSEP Grant Revenue		38,169				0 0%				0 0%
343021 Metered Water Sales	1,553,317	1,566,796	1,533,168	1,588,476	1,541,323	103%	1,541,323		1,541,323	100%
343022 Unmetered Water Sales				1,200	1,200	100%	1,200		1,200	100%
343023 Bulk Water Sales		316	677	730	300	243%	300		300	100%
343027 Miscellaneous Water	1,630	1,600	3,934			0 0%				0 0%
343028 Water Plant Investment		7,940	500	10,942	3,000	365%	3,000		3,000	100%
Group:	1,554,947	1,659,468	2,582,210	1,601,348	1,545,823	104%	2,005,823	0	2,005,823	130%
360000 MISCELLANEOUS REVENUE										
362000 Miscellaneous Revenue	2,170	531		12,161	531	***%	3,000		3,000	565%
362011 INTERNATIONAL PAPER	721,120					0 0%				0 0%
363040 Penalty & Interest	348		325	5		0 ***%				0 0%
Group:	723,638	531	325	12,166	531	***%	3,000	0	3,000	565%
370000										
371010 Investment Earnings	16,532	13,175	16,502	21,663	13,000	167%	61,000		61,000	469%
Group:	16,532	13,175	16,502	21,663	13,000	167%	61,000	0	61,000	469%
Fund:	2,297,008	1,673,174	2,599,037	1,635,177	1,559,354	105%	2,069,823	0	2,069,823	133%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

5211 Water Department CIP

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
380000										
383000 Interfund Operating			1,299,574	422,485		0 ***%				0 0%
Group:			1,299,574	422,485		0 ***%	0	0		0 0%
Fund:			1,299,574	422,485		0 ***%	0	0		0 0%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

5310 SEWER UTILITY

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
320000 LICENSES AND PERMITS										
322030 FRANCHISE FEES	1,891				0	0%			0	0%
Group:	1,891				0	0%	0	0	0	0%
330000										
331077 DLA Grant Sewer System		19,151	56,712	352,703	478,000	74%			0	0%
334061 MT COAL Waste Water PLC					464,000	0%	464,000		464,000	100%
334062 DNRC/RRGL Waste Water PLC				23,265	125,000	19%	125,000		125,000	100%
334063 CDBG Waste Water PLC					600,000	0%	600,000		600,000	100%
343031 Sewer Service Charges	621,190	702,172	708,141	743,762	717,000	104%	717,000		717,000	100%
343034 Treatment Plant	5,283	13,574	500	19,670	3,000	656%	3,000		3,000	100%
343036 Miscellaneous Sewer	7,091	4,174	1,100	130	0	***%			0	0%
Group:	633,564	739,071	766,453	1,139,530	2,387,000	48%	1,909,000	0	1,909,000	80%
360000 MISCELLANEOUS REVENUE										
362000 Miscellaneous Revenue				5,104	0	***%	1,200		1,200	****%
363040 Penalty & Interest	116	58	5	9	50	18%	50		50	100%
Group:	116	58	5	5,113	50	***%	1,250	0	1,250	2500%
370000										
371010 Investment Earnings	2,539	2,483	3,319	5,297	3,000	177%	15,000		15,000	500%
Group:	2,539	2,483	3,319	5,297	3,000	177%	15,000	0	15,000	500%
Fund:	638,110	741,612	769,777	1,149,940	2,390,050	48%	1,925,250	0	1,925,250	81%

5311 Sewer Department CIP

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
380000										
383000 Interfund Operating			210,391	138,805		0 ***%				0 0%
Group:			210,391	138,805		0 ***%	0	0		0 0%
Fund:			210,391	138,805		0 ***%	0	0		0 0%

CITY OF LIBBY
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

7120 FIRE RELIEF AGENCY FUND

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
310000 TAXES										
311010 Real Property Taxes	51,659	59,926	55,688	53,243	51,645	103%	51,645		51,645	100%
Group:	51,659	59,926	55,688	53,243	51,645	103%	51,645	0	51,645	100%
Fund:	51,659	59,926	55,688	53,243	51,645	103%	51,645	0	51,645	100%
Grand Total:	4,579,904	4,962,341	6,093,767	5,852,833	6,406,861		7,052,132	0	7,052,132	

CITY OF LIBBY
Expenditure Budget Report -- Multi Year Actuals
For the Year: 2023 - 2024

1000 GENERAL

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
410200 Executive Services(council)											
110	Salaries and Wages	36,538	43,938	34,258	36,738	36,738	100%	36,738		36,738	100%
140	Employer Contributions	3,335	3,273	3,935	3,331	3,474	96%	3,478		3,478	100%
210	Office Supplies and Mater	501	509	1,196	2,078	1,300	160%	1,300		1,300	100%
212	Small Items of Equipment	679	263			0	0%			0	0%
223	Grocery	268	426	441	337	500	67%	1,465		1,465	293%
311	Postage, box rent, freight	212	60	269	92	300	31%	300		300	100%
315	Website	56	200			0	0%			0	0%
330	Subscriptions, Membership	6,069	4,452	2,033	4,406	4,000	110%	4,400		4,400	110%
336	Public Relations	250	242	188	132	250	53%	250		250	100%
341	Phone Utility Services	687	725	771	1,208	775	156%	1,305		1,305	168%
350	Professional Services	106	254	698	1,252	800	157%	800		800	100%
355	Black Mountain Software	2,855	3,166			0	0%			0	0%
360	Repairs/Maint Services		200			0	0%			0	0%
370	Training		1,950	1,609	424	1,700	25%	2,700		2,700	159%
	Account:	51,556	59,658	45,398	49,998	49,837	100%	52,736	0	52,736	106%
410360 City Court											
110	Salaries and Wages	6,252				0	0%			0	0%
140	Employer Contributions	1,202				0	0%			0	0%
311	Postage, box rent, freight	175				0	0%			0	0%
330	Subscriptions, Membership	-25				0	0%			0	0%
341	Phone Utility Services	316				0	0%			0	0%
394	Contract with Justice Cou	29,374	33,672	33,672		33,673	0%	34,345		34,345	102%
	Account:	37,294	33,672	33,672		33,673	0%	34,345	0	34,345	102%
410500 Financial Services											
110	Salaries and Wages	19,958	21,644	33,932	16,996	19,754	86%	20,352		20,352	103%
140	Employer Contributions	4,843	7,401	9,717	8,160	7,281	112%	7,410		7,410	102%
210	Office Supplies and Mater	1,730	1,521	1,085	3,050	1,500	203%	4,050		4,050	270%
212	Small Items of Equipment		463	205	550	550	100%			0	0%
251	Miscellaneous account			5,662		0	0%			0	0%
311	Postage, box rent, freight	184	139	98	73	300	24%	300		300	100%
330	Subscriptions, Membership	787	478	304	479	500	96%	500		500	100%
341	Phone Utility Services	687	725	714	588	715	82%	700		700	98%
350	Professional Services	62	186	139	139	200	70%	200		200	100%
353	Accounting and Auditing	10,873	19,936	32,919	26,627	33,000	81%	27,000		27,000	82%
355	Black Mountain Software	2,505	3,179	5,400	4,978	5,333	93%	5,476		5,476	103%
370	Training	150	1,000	2,030	2,742	2,500	110%	3,500		3,500	140%
610	Principal					6,000	0%	6,000		6,000	100%
620	Interest					1,500	0%	1,500		1,500	100%
	Account:	41,779	56,672	92,205	64,382	79,133	81%	76,988	0	76,988	97%
410600 Elections											
359	Lincoln County Election S		3,000	4,671		5,000	0%	15,000		15,000	300%
	Account:		3,000	4,671		5,000	0%	15,000	0	15,000	300%

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Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
411030	Planning										
354	Architectural, Engineering	1,384	9,877	4,637	5,727	10,000	57%	10,000		10,000	100%
	Account:	1,384	9,877	4,637	5,727	10,000	57%	10,000	0	10,000	100%
411100	Legal Services										
351	Additional Legal Services	630	1,080		22,096	1,000	***%	1,000		1,000	100%
352	Legal Contract Services	37,642	37,948	39,462	43,439	42,721	102%	44,827		44,827	105%
	Account:	38,272	39,028	39,462	65,535	43,721	150%	45,827	0	45,827	105%
411200	Facilities Administration (city hall)										
210	Office Supplies and Mater	165	348	3,008	11,142	13,464	83%	18,513		18,513	138%
212	Small Items of Equipment	302	3,440			0	0%			0	0%
223	Grocery	62	185	170	602	250	241%	250		250	100%
224	Janitorial Supplies	3,333	2,358	3,928	3,769	3,200	118%	3,700		3,700	116%
230	Repair/Maintenance suppli	11,597	11,894	11,501	7,219	12,000	60%	12,000		12,000	100%
231	Gas, Oil, Diesel Fuel, Gr	607	230		25	600	4%	600		600	100%
311	Postage, box rent, freight	267	152	285	375	350	107%	350		350	100%
340	Electric Utility Services	29,151	32,713	30,071	28,921	33,000	88%	33,000		33,000	100%
341	Phone Utility Services	755	725	1,066	2,088	1,100	190%	2,250		2,250	205%
354	Architectural, Engineering	114	997	347		1,000	0%	1,000		1,000	100%
360	Repairs/Maint Services	15,802	14,914	6,599	4,737	15,000	32%	15,000		15,000	100%
370	Training				4,260	5,630	76%	5,630		5,630	100%
388	Maintenance Service Contr	4,560	2,210	1,140	2,280	2,280	100%	2,280		2,280	100%
395	Landfill Services	629	638	815	665	650	102%	650		650	100%
398	Maintenance contract serv	16,800	16,800	16,800	16,800	16,800	100%	22,800		22,800	136%
399	Cleaning Contracted Servi	15,250	15,550	15,000	15,125	15,000	101%	16,200		16,200	108%
592	Property Tax Fees					0	0%	155		155	*****%
	Account:	99,394	103,154	90,730	98,008	120,324	81%	134,378	0	134,378	112%
411240	Facilities Improvements-City Hall Roof										
610	Principal	6,676	6,676	7,413		3,400	0%	3,400		3,400	100%
620	Interest	734	734	567		300	0%	300		300	100%
	Account:	7,410	7,410	7,980		3,700	0%	3,700	0	3,700	100%
420100	Law Enforcement Services										
110	Salaries and Wages	258,843	380,943	286,238	307,243	302,118	102%	300,550		300,550	99%
140	Employer Contributions	103,876	110,192	90,527	94,564	107,071	88%	118,116		118,116	110%
210	Office Supplies and Mater	3,784	1,063	6,966	3,189	3,300	97%	22,140		22,140	671%
220	Operating Supplies	4,552	2,556	3,230	4,485	4,600	98%	4,600		4,600	100%
224	Janitorial Supplies	167	115			0	0%			0	0%
225	Police Protective Clothin	495	706	636		850	0%	850		850	100%
226	Clothing and Uniforms(Str		100			0	0%			0	0%
227	Firearm Supplies	778	1,083	6,471	6,372	1,000	637%	1,000		1,000	100%
230	Repair/Maintenance suppli	980	2,172	2,889	3,439	2,500	138%	2,500		2,500	100%
231	Gas, Oil, Diesel Fuel, Gr	8,673	8,287	14,719	11,146	9,000	124%	9,000		9,000	100%
232	Motor Vehicle Parts	6,083	5,526	3,978	5,149	5,500	94%	5,500		5,500	100%
241	Training aids and supplie	432	1,318			0	0%			0	0%
311	Postage, box rent, freight	1,070	490	158	136	400	34%	400		400	100%

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Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
330	Subscriptions, Membershi p	2,175	2,172	2,228	2,992	2,250	133%	2,250		2,250	100%
331	Body Camera Fee	3,306	4,979	3,414	3,414	3,650	94%	3,650		3,650	100%
341	Phone Utility Services	2,436	2,622	3,877	5,448	3,880	140%	4,920		4,920	127%
350	Professional Services	268	2,552	1,761	1,852	800	232%	800		800	100%
360	Repairs/Maint Services	639	504	251	281	500	56%	500		500	100%
364	Repair, Inspect Police Equ	1,675	155			0	0%			0	0%
370	Training	5,397	5,383	3,825	2,494	5,800	43%	5,800		5,800	100%
371	Police Academy			1,545		1,500	0%	1,500		1,500	100%
388	Maintenance Service Contr	1,425	713	713	713	713	100%	731		731	103%
397	911 contract service	31,500	57,700	57,700	57,700	57,700	100%	57,700		57,700	100%
610	Principal	12,188	57,948			0	0%			0	0%
620	Interest	2,706	1,975			0	0%			0	0%
	Account:	453,448	651,254	491,126	510,617	513,132	100%	542,507	0	542,507	106%
420400	Fire Protection & Control										
110	Salaries and Wages	12,107	14,198	9,487	12,220	12,220	100%	12,220		12,220	100%
140	Employer Contributions	2,770	3,723	5,760	3,400	3,183	107%	3,304		3,304	104%
146	Firemen's Pension		11,000			0	0%			0	0%
210	Office Supplies and Mater	266	336	92	408	225	181%	225		225	100%
222	Chemical, Laboratory & Me				1,622	2,000	81%	2,000		2,000	100%
224	Janitorial Supplies	487	313	689	359	500	72%	500		500	100%
229	Fire Operating Equipment	10,069	11,883	11,233	9,227	11,000	84%	11,000		11,000	100%
230	Repair/Maintenance suppli	6,459	3,702	2,603	2,361	3,500	67%	3,500		3,500	100%
231	Gas, Oil, Diesel Fuel, Gr	3,236	5,797	6,635	5,599	6,500	86%	6,500		6,500	100%
232	Motor Vehicle Parts	218	597	255		0	0%			0	0%
311	Postage, box rent, freight	332	324	13		500	0%	500		500	100%
340	Electric Utility Services	4,869	5,141	4,860	5,055	5,000	101%	5,000		5,000	100%
341	Phone Utility Services	1,635	1,993	2,160	2,616	2,200	119%	3,000		3,000	136%
366	Building Maintenance				1,000	1,000	100%	2,000		2,000	200%
388	Maintenance Service Contr	1,425	500		713	713	100%	731		731	103%
391	LINCOLN COUNTY RURAL EMPL	39,691	44,191	40,485	40,485	40,485	100%	40,485		40,485	100%
393	Contract Fire Services	8,000	10,000	10,000	10,000	10,000	100%	10,000		10,000	100%
533	Machinery and Equipment Re	2,500	2,500	2,500	2,500	2,500	100%	2,500		2,500	100%
940	Machinery & Equipment	5,735	4,761	1,971	3,002	4,000	75%	4,000		4,000	100%
	Account:	99,799	120,959	98,743	100,567	105,526	95%	107,465	0	107,465	102%
420402	Fire hall roof loan intercap										
610	Principal	5,555	5,160	2,905		2,700	0%	2,700		2,700	100%
620	Interest	1,703	1,313	333		800	0%	800		800	100%
	Account:	7,258	6,473	3,238		3,500	0%	3,500	0	3,500	100%
420500	Building Inspector										
110	Salaries and Wages	20,567	43,458	36,977	22,545	35,000	64%			0	0%
140	Employer Contributions	1,754	9,818	3,477	2,015	3,090	65%			0	0%
210	Office Supplies and Mater		29			0	0%			0	0%
220	Operating Supplies	656	-14	38	13	50	26%			0	0%
311	Postage, box rent, freight	77		131	33	150	22%			0	0%
330	Subscriptions, Membershi p	112	138	145	238	150	159%			0	0%

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		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
341	Phone Utility Services	687	725	838	1,035	1,150	90%			0	0%
370	Training			106	1,046	400	262%			0	0%
	Account:	23,853	54,154	41,712	26,925	39,990	67%	0	0	0	0%
430101	Public Works Growth Plan										
236	CDBG GRANT				16,012	37,500	43%			0	0%
742	Main St. Grant				4,000	8,000	50%			0	0%
743	City Portion of Grants				2,042	12,500	16%			0	0%
	Account:				22,054	58,000	38%	0	0	0	0%
430200	Road & Street Services										
110	Salaries and Wages	8,788	8,591	7,839	10,461	9,310	112%	10,433		10,433	112%
140	Employer Contributions	3,868	3,808	3,805	3,293	4,016	82%	3,847		3,847	96%
210	Office Supplies and Mater	716	461	418	481	400	120%	400		400	100%
212	Small Items of Equipment	302	2,802	3,121	2,514	2,500	101%	2,500		2,500	100%
220	Operating Supplies	8,406	6,488	3,255	4,234	2,500	169%	2,500		2,500	100%
221	Agriculture & Horticultur	1,733	3,040	2,765	840	2,500	34%	2,500		2,500	100%
222	Chemical, Laboratory & Me	148	511	674	97	800	12%	800		800	100%
223	Grocery	66	129	38	372	100	372%	100		100	100%
224	Janitorial Supplies	1,459	2,245	1,197	829	1,500	55%	1,500		1,500	100%
226	Clothing and Uniforms(Str	915	567			0	0%			0	0%
231	Gas, Oil, Diesel Fuel, Gr	15,841	20,593	15,936	18,949	23,000	82%	23,000		23,000	100%
232	Motor Vehicle Parts	34,125	28,744	27,498	27,222	29,000	94%	29,000		29,000	100%
234	Painting Supplies	105	1,758		2,310	3,000	77%	3,000		3,000	100%
242	Sign Parts and Supplies	92	76	1,000	1,507	1,000	151%	1,000		1,000	100%
311	Postage, box rent, freight	2,224	1,542	787	979	1,500	65%	1,500		1,500	100%
320	Printing, Duplicating, Ty	950	1,742	1,031	714	1,500	48%	1,500		1,500	100%
340	Electric Utility Services	4,256	3,949	4,356	5,154	4,700	110%	4,700		4,700	100%
341	Phone Utility Services	2,024	4,298	4,148	4,460	4,150	107%	3,700		3,700	89%
344	Propane Utility Service	4,093	4,720	6,759	6,108	6,500	94%	6,500		6,500	100%
350	Professional Services	2,986	296	575	503	500	101%	500		500	100%
354	Architectural, Engineerin	1,208	976	1,482	923	3,000	31%	3,000		3,000	100%
360	Repairs/Maint Services	1,331	900	804	1,213	1,000	121%	1,000		1,000	100%
361	Motor Vehicle Repair and		946	1,060	90	1,200	8%	1,200		1,200	100%
368	Roads/ Streets/ Curb Main	3,044	1,450	2,000	586	2,000	29%	2,000		2,000	100%
370	Training	69	557	333	3,236	600	539%	600		600	100%
388	Maintenance Service Contr	3,420				1,710	0%	1,710		1,710	100%
478	Winter Mix	6,000	5,019	3,441	2,495	6,000	42%	6,000		6,000	100%
479	Deicer	19,000	18,499	17,633	15,579	19,000	82%	19,000		19,000	100%
610	Principal		2,000	7,415		3,000	0%			0	0%
620	Interest		6,000	7,687		3,000	0%	3,000		3,000	100%
931	Roads, Streets & Parking	20,000	10,443	7,379	4,850	15,000	32%	15,000		15,000	100%
932	Local match for HB 473	505				5,505	0%	5,505		5,505	100%
940	Machinery & Equipment	2,685	5,000	2,992	6,140	5,000	123%	5,000		5,000	100%
	Account:	150,359	148,150	137,428	126,139	164,491	77%	161,995	0	161,995	98%

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		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
430262	Sidewalks & Curbs										
368	Roads/ Streets/ Curb Main	42,773	35,230	66,528	35,913	45,000	80%	45,000		45,000	100%
416	Cement & Concrete Supplie	5,000	880		2,370	5,000	47%	5,000		5,000	100%
	Account:	47,773	36,110	66,528	38,283	50,000	77%	50,000	0	50,000	100%
430900	Cemetary Services										
110	Salaries and Wages	20,495	17,164	17,144	27,004	33,559	80%	34,336		34,336	102%
140	Employer Contributions	5,975	5,299	4,366	8,004	7,973	100%	8,119		8,119	102%
220	Operating Supplies	1,710	973	861	737	800	92%	800		800	100%
221	Agriculture & Horticultur	972	1,993	2,993	742	1,500	49%	1,500		1,500	100%
230	Repair/Maintenance suppli	1,313		282		0	0%			0	0%
231	Gas, Oil, Diesel Fuel, Gr	132	172	196	380	200	190%	200		200	100%
232	Motor Vehi cle Parts	3,001	2,070	1,623	1,324	2,000	66%	2,000		2,000	100%
233	Machinery and Equipment P	615	2,292	1,064	1,346	2,000	67%	2,000		2,000	100%
311	Postage, box rent, freight	80	104	15		100	0%	100		100	100%
321	Printing, Forms, etc.	550	795	210		600	0%	600		600	100%
340	Electric Utility Services	1,005	1,277	1,066	1,111	1,500	74%	1,500		1,500	100%
354	Architectural, Engineerin	200	400			400	0%	400		400	100%
355	Black Mountain Software	1,367	1,394	1,374	2,489	1,778	140%	2,738		2,738	154%
360	Repairs/Maint Services			80		0	0%			0	0%
370	Training				50	0	***%			0	0%
	Account:	37,415	33,933	31,274	43,187	52,410	82%	54,293	0	54,293	104%
440600	Animal Control Services										
390	Other Purchased Services	12,000		12,000	12,000	12,000	100%	12,000		12,000	100%
	Account:	12,000		12,000	12,000	12,000	100%	12,000	0	12,000	100%
460430	Parks										
110	Salaries and Wages	20,495	17,164	16,232	27,594	33,559	82%	34,336		34,336	102%
140	Employer Contributions	5,968	5,445	5,504	7,941	7,973	100%	8,119		8,119	102%
212	Small Items of Equipment	302	345	624	74	500	15%	500		500	100%
220	Operating Supplies	2,189	1,119	1,183	1,424	1,500	95%	1,500		1,500	100%
221	Agriculture & Horticultur	1,472	1,564	2,479	930	1,500	62%	1,365		1,365	91%
222	Chemical, Laboratory & Me		196	35	229	200	115%	200		200	100%
224	Janitorial Supplies	1,123	1,261	1,350	1,239	1,200	103%	1,200		1,200	100%
230	Repair/Maintenance suppli	1,785	2,190	1,658	1,000	1,500	67%	1,500		1,500	100%
231	Gas, Oil, Diesel Fuel, Gr	110	237	114	444	200	222%	200		200	100%
232	Motor Vehi cle Parts	950	705	774	754	1,500	50%	1,500		1,500	100%
233	Machinery and Equipment P		452	352	767	500	153%	500		500	100%
311	Postage, box rent, freight	60	104	91	53	100	53%	100		100	100%
340	Electric Utility Services	4,941	5,067	5,439	5,469	5,500	99%	5,500		5,500	100%
360	Repairs/Maint Services	2,568	2,002	2,174	1,392	2,000	70%	2,000		2,000	100%
367	Plumbing, Heating, Electr	599	1,405	10	409	1,000	41%	1,000		1,000	100%
370	Training				50	0	***%			0	0%
392	Tennis Court Maintenance.	1,000	1,000	1,000		1,500	0%	1,500		1,500	100%
396	Camp Host Services	700	800	1,000	600	1,000	60%	1,000		1,000	100%
592	Property Tax Fees					0	0%	135		135	****%
936	PARK BATHROOM	685	691			700	0%	700		700	100%
	Account:	44,947	41,747	40,019	50,369	61,932	81%	62,855	0	62,855	101%

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		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
460437	Forestry & Nursery										
200	SUPPLIES	1,167	1,860	55,936	2,241	2,000	112%	2,000		2,000	100%
	Account:	1,167	1,860	55,936	2,241	2,000	112%	2,000	0	2,000	100%
460438	DNRC - Arbor Day Grant										
740	Grant Awards and Indemnit					750	0%	850		850	113%
	Account:					750	0%	850	0	850	113%
510300	Other Unallocated Costs										
251	miscellaneous account	1,816	906	531	610	1,000	61%	1,000		1,000	100%
350	Professional Services					0	0%	5,000		5,000	****%
510	Insurance	50,415	32,529	38,029	46,424	50,000	93%	50,000		50,000	100%
	Account:	52,231	33,435	38,560	47,034	51,000	92%	56,000	0	56,000	110%
521000	Interfund Operating Transfers Out										
820	Transfers to Other Funds		56,297	-15,547		0	0%			0	0%
	Account:		56,297	-15,547		0	***%	0	0	0	0%
	Fund:	1,207,339	1,496,843	1,319,772	1,263,066	1,460,119	87%	1,426,439	0	1,426,439	98%

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2386 IP SETTLEMENT

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
480200	IP Money										
251	miscellaneous account			322,245		150,000	0%	150,000		150,000	100%
352	Legal Contract Services	122,049				0	0%			0	0%
354	Architectural, Engineering	15,000				0	0%			0	0%
938	Future Water Distribution	2,070	77,920	130,438		0	0%			0	0%
	Account:	139,119	77,920	452,683		150,000	0%	150,000	0	150,000	100%
521000	Interfund Operating Transfers Out										
820	Transfers to Other Funds				59,769	0	***%			0	0%
	Account:				59,769	0	***%	0	0	0	0%
	Fund:	139,119	77,920	452,683	59,769	150,000	40%	150,000	0	150,000	100%

%

CITY OF LIBBY
Expenditure Budget Report -- Multi Year Actuals
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2394 Building Code Enforcement

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
420531	Building Inspection										
	110 Salaries and Wages					0	0%	50,876		50,876	*****%
	140 Employer Contributions					0	0%	6,881		6,881	*****%
	220 Operating Supplies					0	0%	50		50	*****%
	311 Postage, box rent, freight					0	0%	150		150	*****%
	330 Subscriptions, Membership					0	0%	550		550	*****%
	341 Phone Utility Services					0	0%	1,150		1,150	*****%
	370 Training					0	0%	400		400	*****%
	530 Rent					0	0%	6,000		6,000	*****%
	Account:					0	***%	66,057	0	66,057	*****%
	Fund:					0	0%	66,057	0	66,057	*****%

%

CITY OF LIBBY
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2820 Gas Tax HB 76

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
430200	Road & Street Services										
110	Salaries and Wages	37,721	36,772	39,498	42,044	42,975	98%	45,533		45,533	106%
140	Employer Contributions	16,846	16,960	17,452	16,156	18,320	88%	18,011		18,011	98%
610	Principal					0	0%	3,485		3,485	*****%
620	Interest					0	0%	215		215	*****%
900	Capital Outlay					0	0%	54,581		54,581	*****%
940	Machinery & Equipment					0	0%	39,375		39,375	*****%
	Account:	54,567	53,732	56,950	58,200	61,295	95%	161,200	0	161,200	263%
	Fund:	54,567	53,732	56,950	58,200	61,295	95%	161,200	0	161,200	263%

CITY OF LIBBY
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For the Year: 2023 - 2024

2821 SB 536/HB 473 BARSSA

Account	Object	Actual s				Current	%	Prel im.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
430200	Road & Street Services										
900	Capital Outlay	50,723	33,179	84,077		82,031	0%	450,867		450,867	550%
	Account:	50,723	33,179	84,077		82,031	0%	450,867	0	450,867	550%
	Fund:	50,723	33,179	84,077		82,031	0%	450,867	0	450,867	550%

CITY OF LIBBY
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2959 Community Development Fund

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
470300	Economic Development										
350	Professional Services	2,375				0	0%			0	0%
357	TIF STUDY	4,250				0	0%			0	0%
700	Grants, Contributions & I			146,148	551,419	629,349	88%	200,000		200,000	32%
939	WAY FINDING SIGNS	99,732				0	0%			0	0%
	Account:	106,357		146,148	551,419	629,349	88%	200,000	0	200,000	32%
	Fund:	106,357		146,148	551,419	629,349	88%	200,000	0	200,000	32%

CITY OF LIBBY
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2990 CARES REIMBURSEMENT / COVID 19

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
410200	Executive Services(council)										
330	Subscriptions, Membership		183			0	0%			0	0%
	Account:		183			0	***%	0	0	0	0%
411200	Facilities Administration(city hall)										
224	Janitorial Supplies		182			0	0%			0	0%
	Account:		182			0	***%	0	0	0	0%
420100	Law Enforcement Services										
110	Salaries and Wages		80,288			0	0%			0	0%
140	Employer Contributions		58,482			0	0%			0	0%
	Account:		138,770			0	***%	0	0	0	0%
420400	Fire Protection & Control										
110	Salaries and Wages		4,288			0	0%			0	0%
140	Employer Contributions		702			0	0%			0	0%
	Account:		4,990			0	***%	0	0	0	0%
	Fund:		144,125			0	0%	0	0	0	0%

CITY OF LIBBY
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2992 American Recovery Plan Act

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
430102	ARPA Expenditures										
947	ARPA			98,876	32,939	1,210,721	3%	1,153,676		1,153,676	95%
	Account:			98,876	32,939	1,210,721	3%	1,153,676	0	1,153,676	95%
	Fund:			98,876	32,939	1,210,721	3%	1,153,676	0	1,153,676	95%

CITY OF LIBBY
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3200 MINERAL AVE. SID PROJECT

Account	Object	Actual s				Current	%	Prel im.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
490504 SID LOAN PAYBACK TO LADC FUND											
610	Principal	1,463	1,337	1,616	1,699	1,699	100%	1,786		1,786	105%
620	Interest	683	809	529	446	447	100%	360		360	81%
	Account:	2,146	2,146	2,145	2,145	2,146	100%	2,146	0	2,146	100%
	Fund:	2,146	2,146	2,145	2,145	2,146	100%	2,146	0	2,146	100%

CITY OF LIBBY
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4001 City Buildings CIP		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24
411241	City Buildings CIP										
921	Administrative Buildings					0	0%	2,612		2,612	*****%
948	City Buildings CIP		-65,000	62,388		2,612	0%			0	0%
	Account:		-65,000	62,388		2,612	0%	2,612	0	2,612	100%
	Fund:		-65,000	62,388		2,612	0%	2,612	0	2,612	100%

CITY OF LIBBY
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4002 Police Department CIP

Account	Object	Actual s				Current	%	Prel im.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
420104	Police Department CIP										
944	Police CIP		-35,000			35,000	0%	35,000		35,000	100%
	Account:		-35,000			35,000	0%	35,000	0	35,000	100%
	Fund:		-35,000			35,000	0%	35,000	0	35,000	100%

CITY OF LIBBY
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4003 Fire Department CIP

Account	Object	Actual s				Current	%	Prel im.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
420404	Fire Department CIP										
943	Fire Department CIP		-35,000	34,000	39,490	40,490	98%	1,000		1,000	2%
	Account:		-35,000	34,000	39,490	40,490	98%	1,000	0	1,000	2%
	Fund:		-35,000	34,000	39,490	40,490	98%	1,000	0	1,000	2%

CITY OF LIBBY
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4004 Streets CIP Fund

Account	Object	Actual s				Current	%	Prel im.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
430204	Streets CIP										
942	Streets CIP		-65,000	59,797	27,629	61,500	45%	41,896		41,896	68%
	Account:		-65,000	59,797	27,629	61,500	45%	41,896	0	41,896	68%
	Fund:		-65,000	59,797	27,629	61,500	45%	41,896	0	41,896	68%

CITY OF LIBBY
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4006 Sewer Treatment CIP

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
430604	Sewer CIP										
946	Sewer CIP			-71,902		0	0%	149,536		149,536	*****%
	Account:			-71,902		0	***%	149,536	0	149,536	*****%
	Fund:			-71,902		0	0%	149,536	0	149,536	*****%

CITY OF LIBBY
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5210 WATER UTILITY

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
430500 Water Operating											
110	Salaries and Wages	393,019	385,058	403,613	390,709	416,904	94%	428,827		428,827	103%
140	Employer Contributions	165,012	164,670	156,215	142,211	168,283	85%	166,808		166,808	99%
210	Office Supplies and Mater	3,132	3,021	2,953	2,417	3,800	64%	3,300		3,300	87%
221	Agriculture & Horticultur		80	173		500	0%	500		500	100%
222	Chemical, Laboratory & Me	46,037	43,557	63,648	50,756	64,000	79%	54,000		54,000	84%
223	Grocery	153	70	40	312	100	312%	442		442	442%
224	Janitorial Supplies	958	544	245	927	3,600	26%	400		400	11%
226	Clothing and Uniforms(str	440	580	373	30	500	6%			0	0%
230	Repair/Maintenance suppli	33,059	35,971	32,133	47,168	44,500	106%	35,000		35,000	79%
231	Gas, Oil, Diesel Fuel, Gr	14,834	15,776	21,428	23,433	18,000	130%	20,000		20,000	111%
232	Motor Vehicle Parts	14,230	18,760	25,604	18,803	30,000	63%	20,000		20,000	67%
238	Repair parts for Water or	62,850	69,476	56,870	48,050	65,000	74%	52,000		52,000	80%
251	miscellaneous account	1,638	1,578	3,733	2,921	2,000	146%	2,500		2,500	125%
311	Postage, box rent, freight	10,159	8,446	9,738	15,719	14,000	112%	20,500		20,500	146%
320	Printing, Duplicating, Ty					100	0%			0	0%
330	Subscriptions, Membership	10,685	10,407	10,703	11,418	11,500	99%	10,500		10,500	91%
340	Electric Utility Services	34,573	37,767	37,401	28,613	40,000	72%	37,277		37,277	93%
341	Phone Utility Services	6,562	7,244	7,418	9,207	8,200	112%	7,960		7,960	97%
344	Propane Utility Service	5,018	5,718	7,336	6,921	7,500	92%	5,500		5,500	73%
350	Professional Services	8,938	12,778	12,707	3,556	13,000	27%	10,000		10,000	77%
352	Legal Contract Services	18,821	19,043	19,731	21,448	21,361	100%	22,414		22,414	105%
353	Accounting and Auditing	10,872	6,365	21,099	21,541	20,000	108%	23,000		23,000	115%
354	Architectural, Engineerin	6,430	3,610	5,637	1,438	4,500	32%	5,800		5,800	129%
355	Black Mountain Software	6,280	7,556	6,774	7,467	7,111	105%	8,214		8,214	116%
356	Montana One Call	196	361	340	312	500	62%	400		400	80%
360	Repairs/Maint Services	4,812	2,350	3,237	1,704	5,000	34%	5,000		5,000	100%
361	Motor Vehicle Repair and		19	295	34	2,000	2%	500		500	25%
366	Building Maintenance	5,000	10,000	1,250	2,304	10,000	23%	7,000		7,000	70%
368	Roads/ Streets/ Curb Main	40,052	12,229	13,390	900	36,000	3%	17,000		17,000	47%
370	Training	614	65	1,072	2,812	3,000	94%	1,500		1,500	50%
388	Maintenance Service Contr	3,710	1,428	928	1,855	2,000	93%	1,000		1,000	50%
390	Other Purchased Services	146	12,526		135	12,000	1%			0	0%
471	Asphalt & Asphalt Filler		5,626	1,324	4,362	8,000	55%	6,000		6,000	75%
510	Insurance	29,380	32,043	36,818	46,799	33,000	142%	50,000		50,000	152%
592	Property Tax Fees					0	0%	75		75	*****%
610	Principal			7,674		22,841	0%	20,000		20,000	88%
620	Interest			7,674		22,841	0%	20,000		20,000	88%
938	Future Water Distributio	24,442	37,121	2,755		0	0%			0	0%
940	Machinery & Equipment	1,356				0	0%			0	0%
	Account:	963,408	971,843	982,329	916,282	1,121,641	82%	1,063,417	0	1,063,417	95%
430591 Water System Improvements											
228	DNRC GRANT		5,681	62,500		0	0%			0	0%
235	TSEP GRANT		18,425	711,634		0	0%			0	0%
236	CDBG GRANT		863	265,700		0	0%			0	0%
	Account:		24,969	1,039,834		0	***%	0	0	0	0%

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5210 WATER UTILITY

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget

430592	Water System Mapping										
744	MLIA Grant			3,471		0	0%			0	0%
	Account:			3,471		0	***%	0	0	0	0%

430594	Preliminary Engineering Report										
933	DNRC Grant					0	0%	15,000		15,000	*****%
937	MCEP Grant					0	0%	15,000		15,000	*****%
	Account:					0	***%	30,000	0	30,000	*****%

430596	MCEP - Libby Creek Community										
900	Capital Outlay					0	0%	460,000		460,000	*****%
	Account:					0	***%	460,000	0	460,000	*****%

430600	Sewer Operating										
311	Postage, box rent, freight		161			0	0%			0	0%
	Account:		161			0	***%	0	0	0	0%

490200	RD LOAN WTR DIST. (\$2,268k)										
610	Principal	37,948	38,571	38,531	39,943	39,943	100%	40,914		40,914	102%
620	Interest	51,872	51,249	51,289	49,877	49,877	100%	48,907		48,907	98%
621	Asset Replacement					0	0%	82,764		82,764	*****%
	Account:	89,820	89,820	89,820	89,820	89,820	100%	172,585	0	172,585	192%

490201	DNRC COAL SEVERANCE WATER BOND H2O DIST.										
610	Principal	11,240	11,579	11,929	12,290	12,290	100%	12,662		12,662	103%
620	Interest	5,686	5,347	4,997	4,636	4,636	100%	4,265		4,265	92%
	Account:	16,926	16,926	16,926	16,926	16,926	100%	16,927	0	16,927	100%

490202	DNRC WRF - 14298 WATER BOND LOAN										
610	Principal	87,000	89,000	91,000	93,000	93,000	100%	96,000		96,000	103%
620	Interest	43,163	40,975	30,878	36,450	36,450	100%	30,690		30,690	84%
	Account:	130,163	129,975	121,878	129,450	129,450	100%	126,690	0	126,690	98%

490203	DNRC LOAN \$800,000 FOR DAM										
610	Principal	34,990	36,048	37,138	37,975	38,260	99%	38,834		38,834	102%
620	Interest	18,493	17,435	16,346	15,508	15,224	102%	14,650		14,650	96%
	Account:	53,483	53,483	53,484	53,483	53,484	100%	53,484	0	53,484	100%

490204	RD BOND FLOWER CREEK DAM(\$3,200,00.00)										
610	Principal	50,504	51,375	51,319	54,737	54,738	100%	56,192		56,192	103%
620	Interest	78,904	78,033	78,089	74,671	74,671	100%	73,217		73,217	98%
	Account:	129,408	129,408	129,408	129,408	129,409	100%	129,409	0	129,409	100%

490205	RD BOND FLOWER CREEK DAM(\$490,000.00)										
610	Principal	7,743	7,872	7,868	8,390	8,392	100%	8,615		8,615	103%
620	Interest	12,081	11,952	11,956	11,434	11,432	100%	11,210		11,210	98%
	Account:	19,824	19,824	19,824	19,824	19,824	100%	19,825	0	19,825	100%

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5211 Water Department CIP

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
430504	Water CIP										
945	Water CIP			300	195,981	1,299,575	15%	130,000		130,000	10%
	Account:			300	195,981	1,299,575	15%	130,000	0	130,000	10%
521000	Interfund Operating Transfers Out										
820	Transfers to Other Funds				-30,450		0 ***%			0	0%
	Account:				-30,450		0 ***%	0	0	0	0%
	Fund:			300	165,531	1,299,575	13%	130,000	0	130,000	10%

5310 SEWER UTILITY

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old	
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget	
430500	Water Operating											
230	Repair/Maintenance suppli			5		0	0%				0	0%
341	Phone Utility Services	59				0	0%				0	0%
	Account:	59		5		0	***%	0	0		0	0%
430600	Sewer Operating											
110	Salaries and Wages	204,409	195,164	207,311	201,953	213,786	94%	226,576		226,576	106%	
140	Employer Contributions	87,047	80,130	79,282	63,665	86,791	73%	89,942		89,942	104%	
147	457 Retirement Plan			75		0	0%			0	0%	
210	Office Supplies and Mater	2,945	2,693	1,964	1,397	3,200	44%	2,000		2,000	63%	
222	Chemical, Laboratory & Me	29,835	33,605	42,095	52,642	41,950	125%	41,950		41,950	100%	
223	Grocery	294	182	461	405	300	135%	300		300	100%	
224	Janitorial Supplies	3,242	2,167	1,432	1,753	3,000	58%	1,480		1,480	49%	
226	Clothing and Uniforms(str	273	438			0	0%			0	0%	
230	Repair/Maintenance suppli	11,926	13,227	10,152	7,689	9,500	81%	5,500		5,500	58%	
231	Gas, Oil, Diesel Fuel, Gr	6,061	5,948	7,071	5,425	12,516	43%	7,516		7,516	60%	
232	Motor Vehicle Parts	10,307	6,883	8,821	6,390	8,000	80%	7,040		7,040	88%	
238	Repair parts for Water or	11,257	9,562	7,816	6,258	10,000	63%	7,000		7,000	70%	
251	miscellaneous account	168	1,978	18,311	16,912	16,000	106%	16,000		16,000	100%	
311	Postage, box rent, freight	10,822	9,559	8,259	7,945	10,000	79%	10,000		10,000	100%	
320	Printing, Duplicating, Ty		417	36		150	0%	150		150	100%	
330	Subscriptions, Membership	4,198	3,932	3,523	4,221	4,800	88%	4,800		4,800	100%	
340	Electric Utility Services	49,748	47,570	48,761	48,130	52,000	93%	50,000		50,000	96%	
341	Phone Utility Services	5,943	4,057	3,702	4,945	4,000	124%	7,010		7,010	175%	
344	Propane Utility Service				436	0	***%			0	0%	
350	Professional Services	4,310	1,318	737	1,169	1,000	117%	1,000		1,000	100%	
352	Legal Contract Services	18,821	19,043	19,731	21,448	21,361	100%	22,414		22,414	105%	
353	Accounting and Auditing	10,872	10,000	21,099	21,541	20,000	108%	23,000		23,000	115%	
354	Architectural, Engineerin	3,612	2,376	2,501	12,170	4,000	304%	8,000		8,000	200%	
355	Black Mountain Software	6,280	7,555	6,774	7,467	7,111	105%	8,214		8,214	116%	
356	Montana One Call	160	222	196	176	500	35%	500		500	100%	
360	Repairs/Maint Services	7,143	5,826	11,154	10,798	11,000	98%	11,000		11,000	100%	
361	Motor Vehicle Repair and		1,211	1,862	1,377	2,000	69%	2,000		2,000	100%	
370	Training	332	911	625	1,114	2,000	56%	2,000		2,000	100%	
388	Maintenance Service Contr	3,420	2,565	1,710	3,420	2,565	133%	2,565		2,565	100%	
510	Insurance	29,380	32,043	36,818	47,549	33,000	144%	50,000		50,000	152%	
610	Principal		3,624	649		16,000	0%	6,000		6,000	38%	
620	Interest			3,325		16,000	0%	6,000		6,000	38%	
	Account:	522,805	504,206	556,253	558,395	612,530	91%	619,957	0	619,957	101%	
430641	Sewer Improvement BAR Screen											
741	DLA Grant		13,750	65,088	331,989	478,000	69%			0	0%	
930	DLA Grant					0	0%	478,000		478,000	****%	
	Account:		13,750	65,088	331,989	478,000	69%	478,000	0	478,000	100%	
430642	Sewer Improvements PLC											
228	DNRC GRANT			333	22,265	125,000	18%			0	0%	
236	CDBG GRANT			333		600,000	0%			0	0%	

CITY OF LIBBY
Expenditure Budget Report -- Multi Year Actuals
For the Year: 2023 - 2024

5310 SEWER UTILITY

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
				533		464,000	0%			0	0%
745	MT Coal Grant										
933	DNRC Grant					0	0%	125,000		125,000	*****%
935	CDBG Grant					0	0%	600,000		600,000	*****%
937	MCEP Grant					0	0%	464,000		464,000	*****%
	Account:			1,199	22,265	1,189,000	2%	1,189,000	0	1,189,000	100%
490210 USDA-RD BOND LOAN PAYMENT CABINET HEIGHTS											
610	Principal	34,614	35,125	35,092	37,087	37,087	100%	37,931		37,931	102%
620	Interest	31,770	31,259	31,292	29,297	29,297	100%	28,454		28,454	97%
	Account:	66,384	66,384	66,384	66,384	66,384	100%	66,385	0	66,385	100%
490220 USDA-RD BOND WASTE-WATER PLANT IMPROVEMENT											
610	Principal	11,225	11,447	12,385	12,307	12,307	100%	12,682		12,682	103%
620	Interest	17,911	17,689	19,179	16,829	16,829	100%	16,455		16,455	98%
621	Asset Replacement					0	0%	19,547		19,547	*****%
	Account:	29,136	29,136	31,564	29,136	29,136	100%	48,684	0	48,684	167%
490503 LADC ADVANCE LOAN TO WATER & SEWER											
610	Principal	12,118	12,118	12,731		12,000	0%	12,000		12,000	100%
620	Interest	3,394	3,394	2,781		3,000	0%	3,000		3,000	100%
	Account:	15,512	15,512	15,512		15,000	0%	15,000	0	15,000	100%
521000 Interfund Operating Transfers Out											
820	Transfers to Other Funds			244,573	138,805		0 ***%			0	0%
	Account:			244,573	138,805		0 ***%	0	0	0	0%
	Fund:	633,896	628,988	980,578	1,146,974	2,390,050	48%	2,417,026	0	2,417,026	101%

%

CITY OF LIBBY
Expenditure Budget Report -- Multi Year Actuals
For the Year: 2023 - 2024

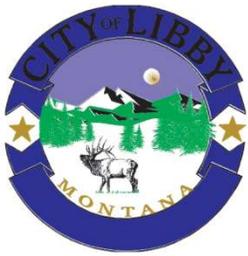
5311 Sewer Department CIP

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
430604	Sewer CIP										
946	Sewer CIP				27,095	210,391	13%			0	0%
	Account:				27,095	210,391	13%		0	0	0
521000	Interfund Operating Transfers Out										
820	Transfers to Other Funds				-29,311		0 ***%			0	0%
	Account:				-29,311		0 ***%		0	0	0
	Fund:				-2,216	210,391	-1%		0	0	0

CITY OF LIBBY
Expenditure Budget Report -- Multi Year Actuals
For the Year: 2023 - 2024

7910 PAYROLL FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
0											
0			-11,662			0	0%			0	0%
	Account:		-11,662			0	***%	0	0	0	0%
	Fund:		-11,662			0	0%	0	0	0	0%
Grand Total :		3,917,612	3,960,028	5,647,177	5,335,174	9,422,790		9,803,503	0	9,803,503	



City of Libby

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www.cityoflibby.org

MEMO

DATE: August 2, 2023
TO: Council Members
FROM: Kristin Smith, Chair, Zoning Commission
RE: Recommendations for Accessory Dwelling Units

Fulfilling a mandate by the State of Montana, the Zoning Commission hereby recommends that the City Council move forward with a public hearing to adopt an ordinance permitting (by right) Accessory Dwelling Units (ADUs) on parcels with single-family dwellings. The Commission discussed this at its last 3 meetings and moved the recommendation forward at their July 31st meeting. Please note, the statute (SB528) is quite restrictive on what municipalities are allowed to include in its ordinance.

One member of the Commission suggested requiring separate utility meters for ADUs and asks the Council to research or include this provision. It was not supported by the rest of the Commission.

The Zoning Commission submits the attached ordinance for consideration and recommends holding a public hearing in accordance with our process of adoption.

ORDINANCE NO. 2009

**AN ORDINANCE ADDING A NEW CHAPTER TO TITLE 17, ENTITLED
“ACCESSORY DWELLING UNITS” and ADDING DEFINITIONS TO 17.04**

WHEREAS, the Montana State Legislature passed and the Governor signed SB 528 requiring municipalities to adopt certain regulations in relation to accessory dwelling units; and

WHEREAS, the State of Montana included restrictions on municipalities relating to establishing design criteria; and

WHEREAS, the City of Libby has identified the need for additional housing in the 2023 Growth Policy; and

WHEREAS, the City of Libby Zoning Commission discussed accessory dwelling units and certain design standards at the May 22, 2023, June 26, 2023, and July 31, 2023 meetings and recommends the language identified herein.

NOW THEREFORE, be it ordained by the City Council of the City of Libby, Montana the following changes to Title 17, Chapter 04 and Chapter __ are hereby adopted:

Chapter 17.04 DEFINITIONS

“Accessory Dwelling Unit” means a self-contained living unit on the same parcel as a single-family dwelling of greater square footage that includes its own cooking, sleeping and sanitation facilities; and complies with or is otherwise exempt from any applicable building code, fire code and public health and safety regulations adopted pursuant to Title 50, Chapter 2, Montana Code Annotated.

“Gross Floor Area” means the interior habitable area of a single-family dwelling or an accessory dwelling unit.

Chapter 17 __ ACCESSORY DWELLING UNITS

- A. One accessory dwelling unit (ADU) shall be permitted on a lot or parcel that contains a single-family dwelling.
- B. ADUs must be framed and on a permanent foundation.
- C. An ADU may be detached from, attached or internal to, the existing single-family dwelling.
- D. If the ADU is detached from or attached to the single-family dwelling, it may not be more than 75% of the gross floor area (GFA) of the single-family dwelling or 1,000 square feet (sf), whichever is less.
- E. No additional parking is required for the ADU.

This Ordinance is effective thirty (30) days after its adoption by the City Council of the City of Libby, Montana, and signing by the Mayor thereof.

FIRST READING and approved by City Council on the 7th day of August 2023.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LIBBY, MONTANA on this 21st day of August 2023.

Attest:

Peggy Williams, Mayor

Leann Monigold, Clerk/Treasurer

DRAFT