



## CITY OF LIBBY

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### REGULAR COUNCIL MEETING #1561

JANUARY 19, 2021 @ 7:00PM

COUNCIL CHAMBERS – CITY HALL

#### CALL TO ORDER:

- Pledge of Allegiance
- Roll Call
- Welcome
- Prayer
- Approve City Council Meeting Minutes for #1560 dated 4 January 2021.

#### ANNOUNCEMENTS:

#### COMMITTEE REPORTS:

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

#### PUBLIC COMMENT ON NON-AGENDA ITEMS:

This is an opportunity for the public to offer comments related to issues that are not currently on the agenda that the council has jurisdiction over. **Public comment is limited to 3 minutes.**

#### NEW BUSINESS:

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

1. Approve Support Letter and Consideration to match Grant funds for trail improvement - Tina Oliphant.
2. Approve Resolution 1975 – Provide City support for Selenium standards in Kootenai - Dave Hadden.
3. Approve Ordinance 1972 – Golf cart use in City limits.
4. Approve Authorization for Mayor to sign an Engineering Agreement.
5. Approve new business licenses received to date.
  - a. Big Sky Sprinklers of Libby, Individual, 34561 US HWY 2, #24, Sprinkler Installation.
6. Approve all Beer, Wine or Liquor Licenses received to date.
  - a. Black Board Bistro, 803 Mineral Ave.
  - b. Cabinet Mountain Brewing, 206 Mineral Ave.
  - c. Mint Bar, 110 Mineral Ave.
  - d. Pizza Hut, 903 California Ave.
7. Approve all Coin Operated Licenses received to date.
  - a. Mint Bar, 110 Mineral Ave.

#### **UNFINISHED BUSINESS:**

1. City of Libby Wildlife Management Plan
2. IP negotiations.
3. Approve (tabled) location for vault toilet at the Cross-Country Ski Course.
4. Approve (tabled) Inter-Local Agreement for the upkeep and improvement of the Libby Community Tennis and Pickle Ball Courts.

#### **GENERAL COMMENTS FROM COUNCIL:**

#### **ADJOURNMENT:**

Notes:

The manner of Addressing Council:

- Each person, not a Council member shall address the Council, at the time designated in the agenda or as directed by the Council, by stepping to the podium or microphone, giving that person's name and address in an audible tone of voice for the record, unless further time is granted by the Council, **shall limit the address to the Council to three minutes.**
- All remarks shall be addressed to the Council as a body and not to any member of the Council or Staff.
- No personal remarks shall be addressed to the Council as a body and not to any member of the Council or Staff.

- No person, other than the Council and the person having the floor, shall be permitted to enter any discussion either directly or through a member of the Council, without the permission of the Presiding Officer.
- Any person making personal, impertinent, or slanderous remarks or who shall become boisterous or disruptive during the council meeting shall be forthwith barred from further presentation to the council by the presiding officer unless permission to continue be 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: 1/14/21

## **UNAPPROVED MINUTES**

The City Council held meeting #1560 on Monday, January 4, 2021, in the Council Chambers at City Hall.

### **Call to Order:**

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

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

Mayor Teske welcomed all and a prayer was offered by Mr. Mark Smith

Approve City Council Meeting minutes for #1559 dated 21 December 2020. Councilor Zimmerman **MADE A MOTION** to approve and Councilor Smith **SECONDED**.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, and Mr. Zimmerman voted **FOR**.

**MOTION PASSED.**

### **Announcements:**

Mayor Teske wished everyone a Happy New Year welcoming all to 2021.

### **Committee Reports:**

**City Administrator's Report:** Mr. Hammons briefed the Council as to the current grants being processed, eight thousand dollars (\$8,000) requested for the for the Main Street Project and the thirty-seven thousand five hundred dollars (\$37,500) received for the Community Development Block Grant, both for updating the City's Growth Policy. Mr. Hammons went on to brief that the City was on a yearly schedule in grant applications rotating from Water to Sewer projects every other year. This schedule has now been pushed back a year due to Federal regulations limiting the City to only one Grant in use at a time with the City currently working a Water Project.

**Fire:** None.

**Police:** Police Chief Kessel reported 216 calls for service in December as opposed to 284 last year. Of the calls 6 resulted in arrest and 27 in citations whereas last year it was 30 arrests and 34 citations. The numbers are lower due to COVID-19 and not being able to arrest with exception being violent offenders. Chief Reported that an extra Officer was brought in for New Year's and yet no DUI's were issued continuing that Officer Smith was currently in Helena attending an Instructors course which will benefit the City in the future.

Mayor Teske asked if snow removal policies had been printed in the paper to which Chief Kessel positively answered adding that the policy was also being posted to Facebook.

**Resolution/Ordinances:** Mrs. Williams announced a committee meeting at noon on the 6<sup>th</sup> of January 2021 in City Hall and on Zoom to discuss the Golf Cart Ordinance, Election Procedures and Cemetery issues.

Mayor Teske added the Mr. Oliver and Mr. Day would be at the meeting.

**Lights/Streets/Sidewalks:** Councilor Beach let the Council know that the City is working with the County by having three City dump trucks haul materials to 5<sup>th</sup> Street resulting in the County purchasing two tanker loads of oil for the City in the spring. The City purchased forty thousand dollars (\$40,000) in rock chips last year, with the County purchasing the oil this year, will be able to purchase more gravel and chip-coat even more road surfaces.

**Building:** None.

**Water/Sewer:** Councilor Zimmerman announced that there will be a meeting on the 12<sup>th</sup> of January at 6:00 pm to discuss issues with grinder pumps for sewage in the Cabinet Heights area to which Mr. Sikes reported would be posted on the 7<sup>th</sup> of January, being emailed to the Council as well as posted online and on the public boards at City Hall, as per Mrs. Williams guidance. Councilor Smith questioned if the Agendas were being sent to the former large mailing list which was answered negatively due to the mass email list being lost while having four Clerk/Treasurers in the last year. Mayor Teske added that he would also check the archived emails to try to find the list and Ms. Smith requested that Montana Sky be contacted to try to find the list.

**Zoning Commission:** Councilor Smith reported that the Committee met last week and was trudging along with a lot to discuss and will be meeting on the last Monday of the month in January.

**Cemetery/Parks:** None.

**Finance:** Mr. Sikes informed the Council that the Annual Financial Report and Quarterly reports to Workman's Compensation and Unemployment Insurance are complete and submitted.

**KRDC:** Councilor Smith reported that the Committee had met to discuss the use of CARES monies adding that it may have been too late due to CARES restrictions.

**City-County Board of Health:** Mayor Teske reported that Mrs. Laura Crismore did not have the minutes from the last Board of Health meeting and would have a report for the next meeting.

**Park District Manager:** Mayor Teske reported that, via contact with Mr. Petrusha, there was nothing to report as the plans for the vault toilet are being prepared.

**Public Comment on Non- Agenda Items:**

No public comments were offered.

**New Business:**

**Approve all business licenses received to date.**

Mayor Teske read through the application for Never a Dull Moment. Councilor Smith **MADE A MOTION** to approve the license and Mr. Dufficy **SECONDED**.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

**MOTION PASSED.**

**Approve claims and payroll for December of 2020.**

Councilor Zimmerman **MADE A MOTION** to approve and Mr. Beach **SECONDED**.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

**MOTION PASSED.**

**Approve all liquor licenses received to date.**

Mayor Teske read through the thirteen licenses. Councilor Dufficy **MADE A MOTION** to approve and Mr. Taylor **SECONDED**.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

**MOTION PASSED.**

**Approve all coin operated licenses received to date.**

Mayor Teske read through the three licenses. Councilor Smith **MADE A MOTION** to approve and Mr. Taylor **SECONDED**.

Councilor Dufficy questioned if the City received a percentage from the machines or just the license fee to which Mayor Teske answered that the City only receives the fee.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

**MOTION PASSED.**

**Unfinished Business:**

**City of Libby Wildlife Management Plan.**

Councilor Taylor informed the Council that Ms. Tonya Chilton from the MT FWP reported that the City's draft policy was accepted. Mayor Teske requested that Mr. Taylor start working on the issue of the overabundance of turkeys in the City next.

**IP Negotiations.**

Mayor Teske informed the Council that there was nothing new to report. Councilor Dufficy questioned if IP was still looking for more information to which the Mayor answered that they had not since the first ridiculous offer was made.

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

Mayor Teske informed the Council that Mr. Petrusha was working on the vault's structural plans with Mr. Fraser and would get back with the Council.

**Approve (tabled) Independent Contractor Agreement for Lincoln County Park District Manager through January 31, 2023.**

Mayor Teske read through the changes in the Independent Contractor Agreement for Lincoln County Park District Manager through January 31, 2023 noting that the hourly fee was now forty-five dollars (\$45.00) an hour. Councilor Dufficy asked Councilor Smith if this change were acceptable to which Ms. Smith agreed that it was.

Councilor Smith **MADE A MOTION** to approve the agreement and Mr. Zimmerman **SECONDED**.

Mayor Teske made note that the City would not require a line-item budget for the agreement this year as the previous payments were sufficient.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

**MOTION PASSED.**

**Approve (tabled) Inter-local agreement for upkeep and improvement of the Libby Community Tennis and Pickle Ball Courts.**

Mayor Teske reported that there was no requirement for U-serve to carry insurance in the agreement or in the lease stating that the Council could add the requirement if desired. Mr. Teske continued to explain that the City, County, and School system carry insurance on the area adding that the County wanted U-serve to be a signatory on the agreement.

Councilor Smith agreed and commented on the spelled-out responsibilities and contributions bringing to light item II by asking if it needed to stay. Mayor Teske read through the notes mentioning that the paragraphs may not be appropriate for the final agreement.

Councilor Dufficy **MADE A MOTION** to table the agreement.

Mr. Chisholm commented to Councilor Smith that the items in question may just be “artful drafting” that could be included in other areas of the agreement adding that the Parks Board has the unilateral right to end the fifteen hundred dollar (\$1,500) contribution if issues arise such as a pool being constructed. Councilor Dufficy asked if the City Attorney had any concerns on U Serve having insurance or the lack thereof.

Mr. Chisholm commented that it is not unusual, when multiple parties are involved, for smaller entities not to cover insurance costs, instead providing labor and services in lieu of, while the large entities carry the financial burdens. Mr. Chisholm continued to discuss insurance and negligence adding that if someone were to get injured, more than likely all insurances would be brought into play but would not be liable if the injury were due to U Serves misconduct.

Councilor Taylor commented that the City still requires the Ski Club to have insurance and questioned if the City is being consistent. Councilor Beach stated that the Legion Baseball Club plays on City property asking if that club had insurance. Mr. Chisholm commented that outside entities could be required to have insurance for one night events adding that it is a reasonable assumption that one small entity may not pay, while two larger ones may, especially where multiple agencies are concerned.

Councilor Smith questioned how U Serve is related to the school, as being separate or supportive, and if instructors belonged to the school or to U Serve. Mayor Teske stated that U Serve provided supplementary training and asked how the Council wanted to proceed.

Councilor Smith asked how the baseball fields were covered? Mayor Teske asked Councilor Williams if she recalled if, or how, the baseball fields were covered in the lease that expires in 2023. Ms. Smith added that if there is not insurance there should not be activities. Mrs. Williams was unsure and questioned if the Council was wanting full insurance or just event insurance then posed the cost question to Mayor Teske regarding the Car Club. Mr. Teske responded that it was a couple thousand dollars annually for the club but was unsure of how it worked.



Councilor Williams offered support for Councilor Dufficy's motion to table the agreement to get with MMIA for insurance information on all groups utilizing City facilities. Mr. Chisholm questioned if U-serve had the ability to pay with full agreement from the Mayor. Mr. Chisholm shared his thoughts on how U Serve cleans the area, provides public notice, puts up the nets and locks up the area stating that it would be best to get with MMIA adding that U serve could just walk away and asked how much it would cost to replace what U Serve provides.

Mayor Teske asked if the Council was going to table the agreement to reach out to MMIA and U Serve. Councilor Smith stated that she was fine to approve the agreement this night if the drafting language was corrected and Councilor Dufficy questioned if the previously discussed notes should be deleted. Mr. Chisholm stated that the new language will supersede the previous language and it was legally fine.

Councilor Beach questioned if U Serve hosted tennis meets or just helped others and Mr. Chisholm answered that the agreement states that U Serve may hold classes or clinics. Mayor Teske added that the areas use had increased with the addition of the pickleball court and that the area is not intended for exclusive use.

Mayor Teske asked if the Council wanted to table the agreement until contact had been made with MMIA and U Serve?

Councilor Dufficy again **MADE A MOTION** to table and Ms. Williams **SECONDED**.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

**MOTION PASSED.**

**General Comments from Council:**

No comments were offered.

**Adjournment:**

Councilor Williams **MADE A MOTION** to Adjourn and Councilor Dufficy **SECONDED**.

Mrs. Williams, Mr. Beach, Mr. Dufficy, Ms. Smith, Mr. Taylor, And Mr. Zimmerman voted **FOR**.

**MOTION PASSED.**

Meeting adjourned at 7:43 pm.

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

Attest; \_\_\_\_\_  
Clerk/Treasurer Samuel Sikes



# LIBBY VOLUNTEER FIRE DEPARTMENT



## 2020 ANNUAL FIRE REPORT

### 123 Fire Calls (Fire Reports Submitted)

Average Turnout Time (Dispatch to Enroute) Engine 9	Id681	<u>5:51 min</u>
Average Response Time (Dispatch to arrive on scene all apparatus )	Id306	<u>10:16 min</u>
(City-7.43min) (Rural-10.93min) (Out of Dist.-12.55min)	Id38	
Average Time Spent on Scene (Arrive on scene to clear)	Id993	<u>29:45min</u>
Average Personnel Responding to all calls	Id358	<u>17.8 members</u>
Total Training hours for all members in 2019	Id1634	<u>2494 hrs</u>
Time Spent On Incidents (Dispatch to clear scene)	Id429	<u>637 hrs</u>
<u>Incident + Training Time = 3,131 Hrs x \$25 pr hr =</u>		<b>\$ 78,275 Donated to Libby</b>

Year	Calls	Year	Calls	Year	Calls
1992	128	2003	96	2013	105
1993	131	2004	100	2014	110
1994	128	2005	114	2015	107
1995	127	2006	125	2016	99
	165	2007	207	2017	116
1997	155	2008	133	2018	93
1998	137	2009	114	2019	104
1999	153	2010	93	2020	123
2000	100	2011	75	2021	
2001	111	2012	94	2022	
2002	119				

Year	City	County	Out of District
1998	46	62	19
1999	39	76	16
2000	34	40	10
2001	43	44	13
2002	51	48	11
2003	34	41	21
2004	41	48	11
2005	41	59	14
2006	48	54	23
2007	82	84	41
2008	51	62	20
2009	45	55	14
2010	35	41	17
2011	32	32	11
2012	32	38	24
2013	42	45	18
2014	41	46	23
2015	26	57	24
2016	27	50	22
2017	30	57	29
2018	32	52	09
2019	55	39	10
2020	51	62	10



## Libby Volunteer Fire Department

119 East Sixth Street

P.O. Box 796

Libby, Montana 59923

Phone (406) 293-9217 Fax (406) 293-3219

January 7, 2021

Libby Volunteer Fire Department responded to 11 calls in the month of December, 2020

5 calls in the City

4 calls in the Rural Fire District

2 calls were outside of City or RFD

### Type of Calls:

Vehicle: 2

Structure:    

Chimney:    

Grass/Wildland:    

Mutual Aid Libby Ambulance: 4

False Alarm: 2

Powerline: 1

Fuel Spill/HAZMAT:    

Propane:    

Electrical:    

Miscellaneous: 2 Elevator Entrapment, Smoke Removal from cooking

123 Total Calls in 2020.

### Other Information of Interest:

The front apron driveway into the main truck parking bay is in desperate need of replacement. Showed this to Brian a couple weeks ago.

The Lincoln County Rural Fire District is again submitting an AFG (Assistance to Firefighters Grant) on behalf of both LCRFD and City of Libby Fire Department to attempt to secure grant funding to replace our 20+ year old SCBA's (breathing apparatus). Submitted this request last year but were unsuccessful in getting the grant.

# City Council, City of Libby

## Request for Support Letter and Consideration of Funds to Match

### Two Projects:

1. Rehabilitation of portion of J Neils Trail – RTP Grant
2. Rehabilitation of Old Haul Road Trail – MT Stewardship Trail Grant

These projects are focused on rehabilitation of about 50% of the J Neils Trail system and Old Haul Road Trail. The timing is based on 2 grant opportunities due of February 1<sup>st</sup>.

### Rehabilitation of portion of J Neils Trail – RTP Grant

This is a comprehensive effort to rehabilitate blighted and rundown sections of approximately 4 miles of trails - about 50% of the J Neil's Trail system.

#### Activity:

- a. Sealing on the City bridge (Old Haul Bridge)
  - i. Erosion control work
  - ii. Fencing
- b. 4,568 feet of 2-inch paving on trails from the Old Haul Bridge, around the Port Authority settling ponds
- c. 10,000 feet of sealing on the J Neil County walking path to the terminus on HWY 2
  - i. Repairs on J Neils County walking path
- d. Vault Toilet placed on th2 parking lot of the Old haul Road Trail
- e. Benches and picnic tables

### Rehabilitation of Old Haul Road Trail – MT Stewardship Trail Grant

This activity is focused on providing next step paving on the Old Haul Road trail,

#### Activity:

- a. 6,000 feet of 2-inch paving on trail

### Current Expectation of Costs:

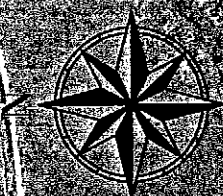
	Grant	County In kind
RTP Grant	\$66,634 - materials	Labor and equipment
MT Stewardship Trail Grant	\$34,800 - materials	Labor and equipment

### Question of Maintenance

### Future Improvements:

Consideration of parking lot on 5th Street. Will require engineering.

1" = 700'



Proposed  
Vault  
Toilet

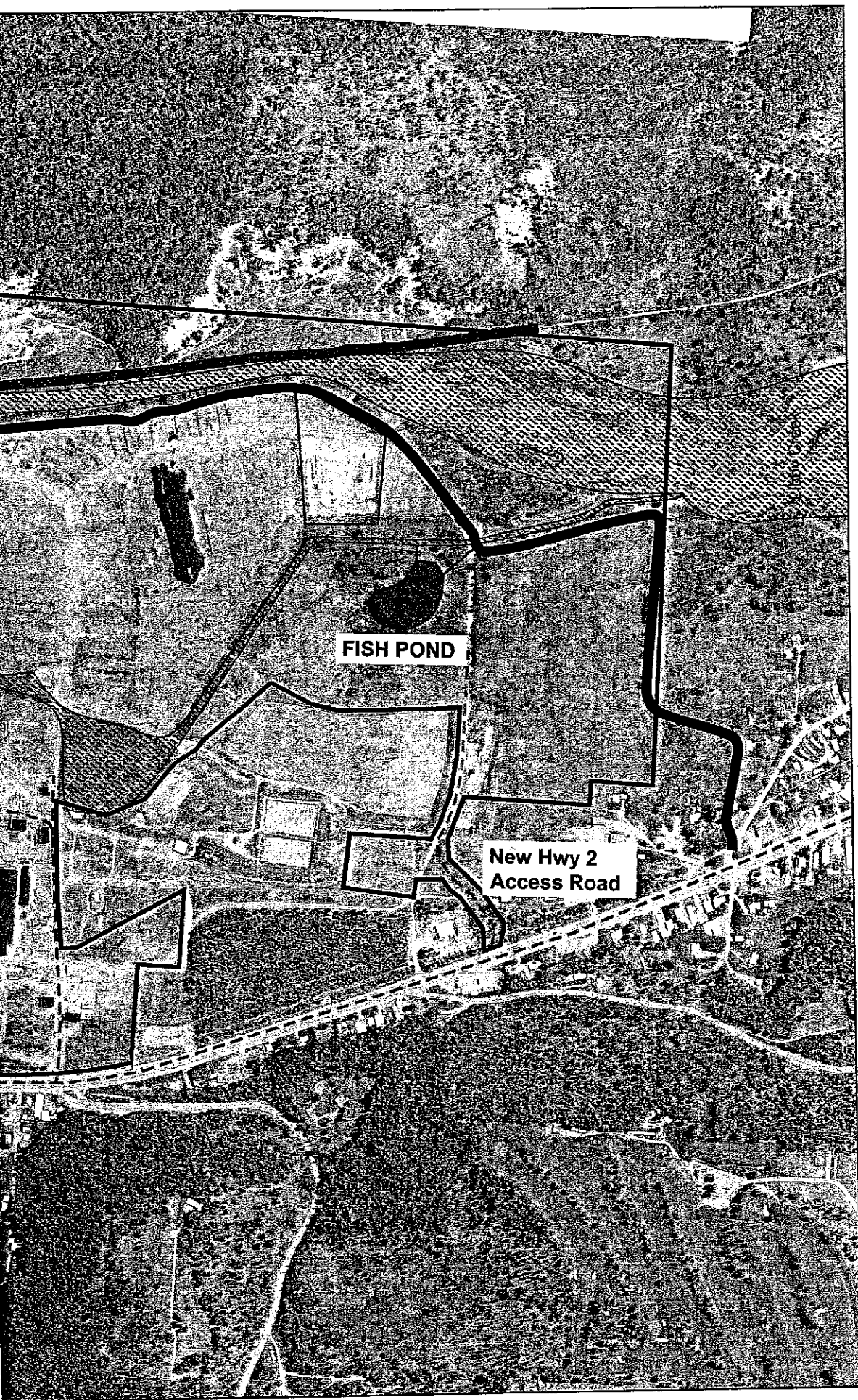
Erosion  
Control

Proposed  
Parking  
Area

Proposed  
Fencing







# Exhibit "A"

DEC 2020

**LINCOLN COUNTY  
PORT AUTHORITY  
TRAIL IMPROVEMENTS**

[illegible]


## **RESOLUTION NO. 1975**

### **Resolution Supporting Adoption of the Revised Selenium Standards for Lake Koocanusa and the Kootenai River below Libby Dam**

**Whereas,** Lake Koocanusa and the Kootenai River are vital economic, recreational and cultural assets for Lincoln County and Libby, Montana, and

**Whereas,** the headwaters of the Kootenai are located upstream of Montana, in British Columbia, Canada, and

**Whereas,** wastewater originating from mountaintop-removal coal mines in British Columbia contains highly elevated levels of selenium, and

**Whereas,** selenium is beneficial to aquatic life only in very low concentrations, and now exceeds those concentrations (at approx. 2.0 parts per billion) at the U.S.-Canada border, and

**Whereas,** these elevated selenium concentrations are increasing, as determined by long-term U.S. Geological Survey research, and

**Whereas,** scientists with the U.S. Geological Survey (USGS), Montana Fish, Wildlife, and Parks (MT FWP), Montana Department of Environmental Quality (MT DEQ), the University of Montana (UM), the U.S. Environmental Protection Agency (US EPA), the Confederated Salish and Kootenai Tribes (CSKT), the Kootenai Tribe of Idaho (KTOI), and the B.C. Ministry for Environment (BC MEV) all have determined independently that an appropriate limit for selenium in Lake Koocanusa ranges between 0.6 and 0.9 parts per billion (ppb), demonstrating a high degree of concurrence that the revised standard should be below 1.0 ppb, and

**Whereas,** the US EPA on Oct. 30, 2020, granted the State of Idaho an "impaired" listing for the Kootenai River in Idaho, due to selenium contamination that originates in British Columbia and subsequently flows through Montana before entering Idaho, and

**Whereas,** Montana has adopted, on December 11, 2020, a protective and scientifically defensible standard for selenium levels in both Lake Koocanusa and the Kootenai River, and

**Whereas,** a protective and scientifically defensible selenium standard at the U.S.-Canada border is the only way for Montana and Lincoln County to 1) guard against liability claims from downstream states, and 2) receive compensation, mitigation and clean-up assurances from British Columbia, and

**Whereas,** the Montana DEQ is required to review this new standard in 3-year's time, and Montana scientists will be collecting significantly more data over those three years leading up to the review, and

**Whereas,** The City of Libby, Montana, desires to protect the beneficial uses of Lake Koocanusa and the Kootenai River, and supports Montana scientists in refining the selenium standard,

**Therefore, Be It Resolved,** the City of Libby, Montana, supports the MT DEQ 2020 revised standards for selenium of 0.8 ppb for Koocanusa and 3.1 ppb for the Kootenai River.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Signature) Title: \_\_\_\_\_



## Ordinance 1972

### • Chapter 10.37- GOLF CARTS

#### Sections:

#### • 10.37.010 - Definitions.

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

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

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

(Ord. No. 1972 1- -2021)

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

Per MCA 61-8-391, a person may not operate a golf cart on a public street or highway open to the public unless the operation is pursuant to this chapter and at the times and places set forth herein.

(Ord. No. 1972 1- -2021)

#### • 10.37.030 - Golf carts permitted.

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

##### A. Operating requirements.

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

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

a. At least one and not more than two headlamps

b. At least one tail lamp;

c. At least two red reflectors mounted on the rear of the vehicle;

d. Stop lamps;

e. A horn; and

f. A mirror that reflects to the driver a view of the highway for at least 200 feet to the rear of the vehicle.

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

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

**B. Time and place of operation.**

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

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

2. Golf carts are specifically prohibited from:

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

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

1. Louisiana; or Idaho;

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

1. 3rd Street or Lincoln Blvd

( Ord. No. 1972 1- -2021)

• **10.37.040 - Violation—Penalty.**

Violation of this chapter shall be considered a misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500.00). Incarceration shall not be a penalty for violating this chapter.

( Ord. No. 1972 1- -2021)

**Task Order No. 1-P10074-2020-001**

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated \_\_\_\_\_ ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: \_\_\_\_\_
- b. Owner: the City of Libby, Montana
- c. Engineer: Advanced Engineering and Environmental Services, Inc.
- d. Specific Project (title): P10074-2020-001 - Libby WWTP IPS Wet Well Auxiliary Bar Screen
- e. Specific Project (description): The work is described in Attachment A-1: Scope Definition and Fee Summary.

**2. Services of Engineer**

- 2.1 The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Phase Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase Services (Exhibit A, Paragraph A1.02)

2.2 Other Services

Engineer shall also provide the following services:

Work is described in the Scope Definition attached to this Task Order No. 1 P10074-2020-001 as Attachment A-1.

- 2.3 All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

**3. Additional Services - None**

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

- See "*Supplementary Owner Responsibilities*" in Attachment A-1.

**5. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: Enter specific date, number of days, or other qualifier for this particular phase

- See respective “Phase Schedules” in the Attachment A-1.

**6. Payments to Engineer**

6.1 Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$14,302.50	Standard Hourly Rates
b. Preliminary Design Phase (A1.02)	\$9,376.50	Standard Hourly Rates
<b>TOTAL COMPENSATION (lines 1.a.-b.)</b>	<b>\$23,679.00</b>	Standard Hourly Rates

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered. Engineer shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

6.2 The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order:**

N/A

**8. Other Modifications to Agreement and Exhibits:**

N/A

**9. Attachments:**

Attachment A-1: Scope Definition and Fee Summary

**10. Other Documents Incorporated by Reference:**

N/A

## 11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_.

OWNER:

By: \_\_\_\_\_

Print Name: Brent Teske

Title: Mayor

Date: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

ENGINEER:

By: 

Print Name: Brian Viall

Title: Operations Manager

Date: December 22, 2020

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Brian Viall, PE

Title: Project Manager

Address: 1288 N 14<sup>th</sup> Ave, Ste 103, Bozeman, MT 59715

E-Mail Address: brian.viall@ae2s.com

Phone: 406-579-5104

**INTER-LOCAL AGREEMENT**  
**For The**  
**UPKEEP AND IMPROVEMENT OF THE LIBBY COMMUNITY**  
**TENNIS AND PICKLE BALL COURTS**

**THIS AGREEMENT** is made and entered into by and between the following four public agencies pursuant to the *Inter-Local Cooperation Act* found at 7-11-101, MCA., namely, the City of Libby, hereinafter called the "City," Lincoln County, hereinafter called the "County," and Libby Public School District, hereinafter called "School" and The Libby Park District Board, hereinafter called "Parks." The City, County, School and Parks shall hereinafter be referred to as the "Parties".

**THIS AGREEMENT** shall be for a period of ten years, with the first day of December 2020. At the end of the ten years, on November 30, 2030, the Parties shall have the option to renew the Agreement for an additional ten years upon the same or modified terms and conditions (which must comply with current laws of the State of Montana). If agreement cannot be reached, the city shall be notified and the Agreement will be terminated as of November 30, 2030.

**WHEREAS**, Title 7, Chapter 11, MCA, known as the *Inter-Local Cooperation Act*, " permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and...

**WHEREAS**, the Parties desire to address matters relating to the use, maintenance and improvement of the Libby Community Tennis and Pickle Ball Courts (located on city property on Spruce Street near Libby City Hall) and to delineate responsibilities, obligations and rights concerning the utilization of these courts. **NOW THEREFORE**, the following are mutually agreed upon:

**1. Scheduling of Court Usage:**

- a. The Libby High School tennis team shall have the exclusive use of the courts for after-school practices Monday through Friday from 3:30-6:00 p.m. during the spring tennis season. LHS shall also have exclusive use of the courts during meets and tournaments sponsored by the School.
- b. Except for usage by LHS as described above, U Serve Libby, Inc., which leases the courts from the City, shall have non-exclusive use of the courts throughout the entire outdoor tennis season for the purpose of offering instructional programs to the public, holding clinics, social events and exhibitions. As set forth in its 25-year lease agreement (2008-2033) with the City, U Serve Libby, Inc., shall be eligible for the exclusive use of the courts during tournaments for which it is the sponsor and which do not conflict with School uses.
- c. When the courts are not being officially used by the School or by U Serve Libby, Inc., they shall be open to use by the public and also for private lessons.

## **2. Financial Contributions to the “Inter-Local Courts Fund”:**

- a. U Serve Libby, Inc. shall establish the “**Inter-Local Courts Fund**” into which each of the Parties, beginning the first day of December 2020, shall deposit \$1500 per year. Checks should be made out to U Serve Libby, Inc., (with “Inter-Local Courts Fund” in the memo) and mailed to P.O. Box 908, Libby, MT 59923. (NOTE: Several years’ contributions may be made at one time). U Serve Libby, Inc., although not a Party in this Agreement, shall also contribute to the “Court Upkeep and Improvement Fund” as they are able. The Parks Board, should work begin on a community swimming pool, will have to devote its finances to help with the pool, and may have to discontinue its \$1500 per year contribution at such a time).

(NOTE: This new “Inter-Local Agreement” of September 2020, by approval of the Parties listed—at a meeting in August 2020—supercedes “Inter-local Agreement, “ Section Ten, Item H” of the “Lease Agreement” of 2008 between the City of Libby and U Serve Libby, Inc.)

- b. U Serve Libby, Inc. will send out a computer-generated invoice prior to the due date of Dec. 1.
- c. The “Inter-Local Courts Fund” will be held and administered by U Serve Libby, Inc. who will supply each Party with an annual statement of the status of the account, listing the contributions of each.
- d. Court maintenance, upkeep and improvements shall be taken from the “Inter-Local Courts Fund.”

## **3. Responsibilities of the Parties:**

- a. **The School:**
  - 1) Shall be responsible for snow removal and cleaning of the courts and premises in the spring prior to the spring sports season.
  - 2) Shall be responsible for cleaning the courts and premises of all debris after the use of the courts for student practices, meets and tournaments.
  - 3) Shall provide liability insurance coverage during school-sponsored practices, meets and tournaments.
- b. **U Serve Libby, Inc.:**
  - 1) Shall be responsible for cleaning and maintaining the facility (courts, buildings, and kiosk) during the summer and fall (after the spring LHS tennis season).
  - 2) Shall put up public notices at the kiosk regarding tennis and pickle ball activities, lessons, tournaments, etc.
  - 3) Shall lower the nets and lock the gates before the cold winter months.
- c. **The City:**
  - 1) Shall be responsible for repair and upkeep to walkways, parking lots, sprinkling system, premises, and all other City facilities associated with the Libby Community Courts.
  - 2) Shall provide liability insurance relative to the day-to-day utilization of the courts. (NOTE: The school shall provide additional liability insurance coverage during school-sponsored practices, meets and tournaments. The upper limit of the insurance requirement for which the City shall be named as an additional insured shall not exceed the maximum liability exposure against the City as may from time-to-time be provided under state law. The

School agrees to hold the City harmless from all damages and costs including attorney's fees, which the City may incur resulting from personal injury or property damage incurred in the use of the premises by the School.

4. **Assignment or Subletting:** The Parties agree not to assign or sublet whatever rights they may have under this Agreement without first obtaining the written consent of the City.

**5. Termination:**

- a. The parties shall have the right to terminate this Agreement upon furnishing the other members with a sixty-day notice of cause.
  - b. After notice of termination, the Parties shall only be liable to make payments as set forth within the terms of this Agreement.
  - c. Any monies remaining in the "Inter-Local Courts Fund," after payment of all outstanding claims and expenses, shall continue to be maintained by U Serve Libby, Inc. for future maintenance and improvements of the courts.
  - d. In the case of the dissolution of U Serve Libby, Inc., all monies in the "Inter-Local Courts Fund" shall go to the City of Libby to continue the maintenance and improvement of the Libby Community Courts.
6. **Enactment of this Agreement:** The Parties agree that, prior to exercising their rights under this Inter-Local Agreement, it must be signed and filed with the Lincoln County Clerk and Recorder and the Montana Secretary of State.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF LIBBY**

\_\_\_\_\_ (Mayor)

**LINCOLN COUNTY**

 (District 1 Commissioner)

**LIBBY SCHOOL DISTRICT**

\_\_\_\_\_ (Superintendent)

**LIBBY PARK DISTRICT BOARD**

\_\_\_\_\_ (Board Chair)