



2026 Nonpoint Source Pollution Reduction Application - Capacity Building/Education Outreach Projects

General Information

Project Name

Applicant Name

Is your organization registered with the Montana Secretary of State?

Explanation: Each applicant must be registered with the Montana Secretary of State to do business in the state of Montana. Registration with the Secretary of State may be completed via the following website: <https://sosmt.gov/business/>

Is your organization registered with the federal System for Award Management (SAM)?

Explanation: Each applicant is required to register with SAM. To register or check your organization's status, go to <https://sam.gov/content/home>. If you get an "Unsupported Browser" error, copy, and paste the link into a Google Chrome browser window.

Your organization's Unique Entity Identifier number (UEI #)

Explanation: Each applicant is required to have a current UEI number. The UEI number replaces the old DUNS number. If your organization had a DUNS number, you should have received a notification from the federal government indicating that your DUNS number has been changed to a UEI number. If you did not receive this notification, or if you never had a DUNS number, you will need to go to the federal government's System for Award Management (SAM - <https://sam.gov/content/home>) to obtain your UEI number. DEQ recommends starting this process early as it is very time-consuming, requires providing documentation-sometimes with follow-up requests for additional information, and can take up to 2 months to complete. If you need assistance, you may contact the federal help desk at 866-606-8220 Monday-Friday 8:00 a.m. through 8:00 p.m. EST.

Does your organization have adequate liability insurance for the risks associated with your project?

Explanation: Each applicant must have or obtain liability insurance coverage meeting the requirements stated in the Draft Sample Contract and/or requirements negotiated based on the appropriate level of risk associated with the project.

Primary Contact

Title

Address

City State Zip Code

Phone Number

Email

Signature

Explanation: This is the person who DEQ would routinely contact to discuss project progress, billing, etc.

Signatory

Title

Address

City State Zip Code

Phone Number

Email

Signature

Explanation: This is the person who can legally sign contracts and other binding documents on behalf of the applicant (e.g., a board chair)

Note: The primary contact and the signatory must both sign the application. Signatures must be either signed electronically, or wet-signed, scanned and emailed.

Project Form

Project Type

Is this a Capacity Building Project, or is it an Education and Outreach Project?

Capacity Building Project

Explanation: DEQ supports education and outreach efforts that focus on changes in behavior that will prevent or reduce nonpoint source pollution. Our goal is to encourage adoption of Community Based Social Marketing concepts to produce measurable, sustainable change. We also want to support activities that improve local capacity to develop and implement on-the-ground projects to prevent or reduce nonpoint source pollution. In so doing, we are making a distinction between capacity building projects, and education and outreach projects. The selection you make above will be used to determine which questions on the Scoring Sheet reviewers will use to evaluate your project.

Required Attachments in Addition to This Form

- Letter of support or from each organization critical to the project (*if applicable*)
- Letter of support from each landowner associated with any on-the-ground component of the project (*if applicable*)
- Budget Table (see Microsoft Excel Template)

Activity Location

List the watershed(s) where your proposed work will happen.

Kootenai River Basin

Activity Description

Describe your project goals, proposed activities and how the project will make progress towards addressing nonpoint source pollution. Explain why the proposed work is an appropriate next step towards preventing or reducing nonpoint source pollution.

The Libby Creek Concept Plan is a capacity-building planning effort focused on an approximately 3 mile Libby Creek reach from Hammer Cutoff Road to Highway 2 approximately 10 miles southeast of Libby, MT in Lincoln County. The project is intended to identify vulnerable post-flood conditions into a targeted plan for reducing nonpoint source sediment pollution by identifying where sediment is entering the creek, diagnosing why instability persists, and prioritizing feasible bank stabilization actions that can be advanced into future design and construction activities.

The project's primary goals are to: (1) document current conditions and sediment source areas through a consistent, mapped inventory of bare and unstable banks and other sediment-contributing features; (2) identify root causes of instability at priority locations so that recommended actions can address the drivers of erosion rather than symptoms; (3) establish and apply a prioritization framework to rank sites based on sediment-reduction benefit, risk, feasibility, constraints, and landowner readiness; and (4) produce a concept-level report with planning-level cost ranges and sequencing, so local partners can efficiently pursue next-step funding and deliver measurable sediment reductions.

The project will compile relevant existing information and establish a shared mapping and documentation framework, then conduct field-based assessment of the project reach to document erosion mechanisms, bare banks, depositional areas, and contributing features. These observations will be translated into a mapped inventory and concept-level mitigation strategies suitable for decision-making and future funding packages. A root-cause assessment will evaluate the primary factors influencing erosion and channel instability to ensure recommended treatments are aligned with local conditions. The project will then develop and apply a prioritization matrix to produce a ranked list of the highest-value stabilization opportunities. For top-ranked sites, the project will prepare concept-level packages that describe recommended stabilization approaches, anticipated constraints and permitting considerations, planning-level cost ranges, and a logical implementation sequence. Stakeholder and landowner engagement will be incorporated throughout via coordination, site discussions as appropriate, and at least one review workshop to incorporate local knowledge, confirm feasibility, and build alignment for future implementation. The final deliverable will be a Concept Plan that consolidates the inventory, root-cause findings, ranked priorities, concept packages, and an implementation roadmap. This work makes tangible progress toward addressing nonpoint source pollution because sediment is a documented pollutant of concern in the DEQ accepted Kootenai River Basin Watershed Restoration Plan, which identifies the lower Libby Creek segment for sediment reduction and highlights action types aligned with this project, including streambank bioengineering and revegetation, riparian buffers, and restoration that directly address instability.

The proposed work is an appropriate next step because the DEQ capacity-building program is intended to increase local capacity, support watershed planning, and position applicants for future on-the-ground implementation projects, including cultivating partnerships with landowners and land managers. Following the December 2025 flood, the community's challenge is determining where action will have the greatest benefit, what treatments are most appropriate, and how to assemble feasible, fundable projects. The Libby Creek Concept Plan directly addresses this gap by providing a defensible inventory, root-cause understanding, transparent prioritization, and concepts that help mitigate and reduce nonpoint source sediment pollution in Libby Creek and Kootenai River Basin Watershed as a whole.

Budget Form

Please fill out the Capacity Building and/or Education Outreach Project Budget Template (Excel file). Cells highlighted in yellow may be edited to fit the needs of your particular project. DEQ uses a template to construct nonpoint source grant contracts. The Budget Template contains tasks and typical deliverables that match up with the grant contract template. Please see the Example Contract and Scope of Work template for a more detailed look at typical task requirements and deliverables.

Capacity Building Projects

(only complete this page if you selected "Capacity Building Project" on the top of page 2; otherwise, leave this page blank)

Need and Opportunity

Describe your organization's need for increased capacity, and how the proposed project activities will help you meet those needs. Describe the local interest and opportunities for using the capacity you create to prevent or reduce nonpoint source pollution.

The December 2025 flood substantially altered Libby Creek within the project reach from Hammer Cutoff Road to Highway 2, leaving numerous banks bare and unstable and contributing to continued erosion and sediment deposition. While the community recognizes the problem, the Lincoln Conservation District and local landowners currently lack the technical capacity and shared decision tools needed to translate post-flood conditions into a targeted sediment reduction strategy. Specifically, there is no comprehensive georeferenced inventory of erosion and bare-bank sites; a consistent method to diagnose the drivers of instability; a prioritization framework to focus limited resources; or concept-level project packages that can be advanced efficiently into design and construction stages.

The proposed Libby Creek Concept Plan is designed to directly build this capacity in a durable and reusable way. Project activities will produce: (1) a GIS-based inventory of erosion sources, bank conditions, constraints, and landownership/permission status; (2) a root-cause assessment that identifies the dominant drivers of instability and appropriate stabilization approaches that focus on holistic land use and avoid rip rap as a stabilization effort; (3) a documented prioritization methodology to rank sites based on sediment-reduction benefit, feasibility, risk, and readiness; and (4) concept-level project packages for top-ranked locations, including recommended treatment types, planning-level cost ranges, and key permitting/implementation considerations. These deliverables create the capability to identify, evaluate, and advance nonpoint source pollution reduction actions, consistent with DEQ's capacity-building intent to strengthen watershed planning and position applicants for subsequent on-the-ground implementation funding.

Local interest is strong because the December 2025 flood has directly impacted local landowners and sediment is a documented pollutant of concern in the DEQ accepted Kootenai River Basin Watershed Restoration Plan. That plan identifies the Libby Creek segment from the Highway 2 bridge to the mouth as impaired for sediment and establishes a 27 percent sediment reduction target to support attainment of applicable water quality standards. KRN reported that a few spot treatments have occurred with limited success in the past. The plan also identifies streambank erosion as a key source category and lists priority action types that align with the proposed Concept Plan's purpose, including streambank bioengineering and revegetation, riparian buffer enhancement, unpaved road improvements, stabilization of mass wasting, and channel restoration to address channel instability. In addition, stakeholder-identified focus areas will include assisting private landowners with stream crossings and addressing sediment sources such as a failing haul road on DNRC property, underscoring both community concern and readiness to apply planning outputs to tangible sediment-reduction projects.

Upon completion, the Libby Creek Concept Plan will provide an immediate pathway for action by establishing a document that identifies prioritized projects that local partners can use to pursue near-term design and construction funding, coordinate with landowners and land managers, and focus implementation on the highest-impact sediment source areas first. In doing so, the project converts post-flood urgency into an organized plan that measurably improves the community's ability to prevent and reduce nonpoint source sediment pollution in Libby Creek. This will be shared with Kootenai River Network as well as the Lincoln County Flood Recovery Collaboration to update the WRP. This group meets weekly to ensure coordination and avoid duplication as well as any affected areas falling through the cracks. This focused effort is looking at local, county, state, and federal areas impacted by the flooding.

Measurement and Sustainability

Describe how you will measure an increase in capacity and how you would sustain this in to the future

Capacity gains will be measured by completing and using the Libby Creek Concept Plan products that convert post-flood erosion observations into a prioritized, funding-ready sediment reduction program. Metrics will include delivery of a georeferenced inventory and map dataset for the Hammer Cutoff Road to Highway 2 reach, a documented prioritization framework, a ranked project list, and concept-level packages for top sites that define recommended approaches, key constraints and likely permitting considerations, and planning-level cost ranges.

Capacity will also be measured by partner and landowner engagement outcomes, including landowner contacts, site visits or shared observations, and priority sites with documented support and intent to participate or provide match, plus the number of funding-ready site packages completed for follow-on applications. Grant applications to implement high priority projects as identified in this capacity building document will be submitted in upcoming funding cycles.

Success will be confirmed through a project closeout checklist that documents completion of each Concept Plan step and deliverable. This checklist will provide a clear record of what was accomplished and establish a practical roadmap for advancing priority sites into future design and implementation phases.

Timeline

Describe your anticipated project timeline

LCD expects to complete the Libby Creek Concept Plan within 12 months of contract execution, assuming an October 2026 start and final deliverables by September 2027, including public comment and LCD board review. LCD will serve as applicant and project manager, responsible for contracting and partner and landowner coordination, while an engineer or consultant will complete the technical work and any required grant administration.

Work will begin in October 2026 with project kickoff, partner coordination, and setup of the GIS framework, inventory methods, and existing data compilation. Baseline reconnaissance and an initial erosion and bare bank inventory will be completed in late 2026 where seasonal access allows, followed by winter desktop analysis to develop the root cause assessment and prioritization framework with partner review. Targeted field verification and landowner site visits will occur in spring 2027, leading to a ranked project list and concept level project packages for top sites in early summer. A draft plan will be prepared in July 2027 for partner and landowner review, finalized in August 2027, and delivered in September 2027 with the full Map and data package and a closeout meeting to confirm tool ownership and next steps for implementation funding.

Education and Outreach Projects

(only complete this page if you selected "Education and Outreach Project" on the top of page 2; otherwise, leave this page blank)

Behavioral Change

Identify the behavior change you are targeting and the target audience. From a nonpoint source pollution perspective, why is the change in behavior important and what impact would it have?

Barriers

What are the existing barriers to changing the behavior? How will your proposed activities address the identified barriers and lead to behavior change?

Evaluation

How will you measure the extent of the behavioral change achieved because of your project?

Timeline

Describe your anticipated timeline

Project Partners and Roles

Identify the partners that will be working on the project, and their roles.

The Lincoln Conservation District (LCD) will serve as the lead applicant of the Libby Creek Concept Plan. In this role, LCD will work with Rae Lynn Hays who will provide grant administration services, including coordination with Montana DEQ, management of the project budget and match documentation, and oversight of project deliverables. LCD will lead stakeholder coordination throughout the project, including outreach to participating landowners, organizing site access and meeting logistics, and hosting partner/landowner review workshops to confirm priorities and feasibility. LCD will also provide quality control for the consultant's work products, formally accept deliverables, and retain the planning products for ongoing use in developing grant applications for implementation funding efforts.

WWC Engineering will serve as the technical lead and will complete the core technical scope of work. The consultant will conduct field inventory and mapping of erosion and sediment source areas within the Hammer Cutoff Road to Highway 2 reach, develop and maintain the project GIS database and mapping products, complete the root-cause assessment of ongoing instability, and develop a transparent prioritization framework to rank stabilization opportunities. For the highest-priority locations, the consultant will prepare concept-level stabilization project packages, including recommended approaches, key constraints and likely permitting considerations, and planning-level cost ranges. The consultant will draft the Concept Plan document and support LCD during partner and landowner meetings and a project review workshop.

Participating landowners within the project reach will serve as essential local partners by providing site access where warranted, sharing observations and flood impact history, and participating in interviews and/or review meetings to validate conditions and constraints at priority sites. Landowners will also provide letters of support and match, as applicable, to demonstrate local commitment and strengthen implementation readiness. Their input will help ensure recommended actions are practical, acceptable, and aligned with site-specific realities, improving the likelihood that priority projects can advance efficiently into future design and construction funding.

As needed based on site locations and constraints, LCD will coordinate with cooperating land managers and local agencies to support data sharing, access coordination, and review of recommended actions where public lands, crossings, roads, or adjacent managed properties influence feasibility or implementation. This partner structure ensures the Concept Plan is technically defensible, locally informed, and positioned for near-term transition into on-the-ground sediment reduction projects. Specifically, this information will be shared with KRN and the Lincoln County Flood Recovery Workgroup.

Co-Benefit Considerations

DEQ is committed to carrying out nonpoint source pollution reduction projects within engaged communities where the impact stretches beyond improving water quality. DEQ will award additional points in the scoring form where co-benefits extend beyond the project. Below are a few examples of how projects might exemplify co-benefits.

- Project will reduce economic hardship such as from livestock mortalities, cost and energy needs to treat municipal drinking and wastewater treatment, or loss of income from recreation
- Project will benefit underserved markets
- Project will improve or create equitable access to a clean and healthy environment
- Project planning included consultation with Tribal Nations
- Project will improve flood and drought resilience of the landscape
- Project impacts will benefit a downstream community and other natural systems (e.g., drinking water sources, human health, wildlife habitat, etc)

Please use this section to highlight co-benefits your project may have.

The Libby Creek Concept Plan will generate co-benefits that extend beyond water quality by building an engaged, concept-ready community response to post-flood erosion and sediment deposition while strengthening local resilience, reducing economic risk, and improving inclusive participation in environmental decision-making. First, the project will benefit underserved markets by equipping a rural community with planning resources to move from flood impacts to a prioritized, fundable set of sediment-reduction projects. DEQ recognizes underserved markets may be demonstrated using demographic-based tools or otherwise justified in the application; the Lincoln Conservation District will document and describe this need and ensure planning products directly support landowners and local partners who face barriers to technical planning and match requirements.

Second, the project will improve equitable access to a clean and healthy environment by structuring the planning process for meaningful local involvement. The Lincoln Conservation District and its contracted consultant will lead outreach and engagement to ensure affected landowners and stakeholders can participate in site identification, feasibility review, and priority-setting through accessible meeting formats and clear, public-facing maps and summaries. This approach aligns with DEQ's emphasis on providing equitable access and meaningful involvement from affected stakeholders, and on protecting public health through nonpoint source pollution prevention efforts.

Third, the Concept Plan will improve flood and drought resilience by identifying stabilization and riparian recovery actions that reduce future bank loss during high flows and promote more resilient riparian function over time. DEQ notes that some nonpoint source projects can lessen climate-driven impacts by improving environmental resilience and helping restore cool, late-season stream flow; the Concept Plan will explicitly prioritize project concepts that advance these outcomes (e.g., riparian revegetation and other nature-based stabilization approaches where appropriate).

Finally, the project will produce benefits for downstream communities and natural systems by targeting the highest-impact sediment sources for future implementation, thereby reducing sediment-related stressors that affect aquatic habitat, recreation, and downstream water uses. DEQ highlights that nonpoint source pollution can increase treatment complexity for communities relying on streams as drinking water and can negatively affect human health, food webs, and wildlife health; reducing sediment delivery from unstable banks supports these broader outcomes specifically in Libby Creek but more broadly across the Kootenai River Watershed.

Project Administration

Each contract will have a Project Administration Task. Take the requirements (listed below) into consideration when planning logistics and budget for your project. Project administration includes bookkeeping, invoicing, interim/annual/final report preparation, office supplies, rent, communications, etc. Nonpoint source funding applied to this task on each project must not exceed 10% of the total amount of funding requested, or \$3,000, whichever is lower. Like all other tasks, payment is by reimbursement for actual expenses incurred.

Report Format:

- Contractor shall submit each Attachment B Billing Statement, Status Report and Final Report using the most current reporting guidance and templates provided by the DEQ project manager.
- Contractor shall ensure each Status Report and Final Report contains adequate documentation to justify accompanying reimbursement requests and match reporting, to the satisfaction of the DEQ project manager.
- Contractor shall ensure that the Final Report is a standalone document describing all contract activities and containing copies of all contract deliverables (even if the deliverables were previously submitted).

Reporting Schedule:

- Status Reports: Due June 15th and December 15th of each year the Contract is in effect.
- Draft Final Report: Contractor shall submit a complete draft Final Report for DEQ review and comment at least 15 days prior to the contract expiration date.
- Final Report: Contractor shall submit a Final Report, addressing DEQ comments on the draft Final Report, on or before the Contract expiration date.
- Attachment B Billing Statements: Contractor shall submit an Attachment B Billing Statement with each Status Report, or Final Report submitted to DEQ while the Contract is in effect. To maintain cash flow, Contractor may submit interim Attachment B Billing Statements as frequently as monthly during the term of the Contract. However, each interim Attachment B Billing Statement must be accompanied by an Interim Report.

Additional Information

Use the space below to include anything additional for the review panel to consider. Attach additional items and information that could help reviewers better understand your project. Please be conscious of reviewers' time, as they may not have time to read lengthy studies and reports. Please do not attach copies of TMDL documents or watershed restoration plans. Please no more than 20 pages.

This application represents implementation-ready concepts for the capacity-building effort. The LCD will manage the DEQ contract, partner/landowner coordination, match documentation, and deliverables acceptance, while a separate engineer/consultant will complete the technical work (field inventory, GIS mapping, root-cause assessment, prioritization framework, concept-level project packages, and Concept Plan). The LCD's intent is to produce a practical, decision-ready Concept Plan that immediately positions the community to pursue follow-on funding for on-the-ground sediment reduction and bank stabilization projects.

Attachments provided include:

- A vicinity map showing the project reach (Hammer Cutoff Road to Highway 2) and key reference points.
- Landowner letters of support demonstrating local interest and willingness to participate (planning-level access/coordination).
- Notices of Intent to Match (10% minimum match) documenting non-federal match commitments supporting the planning effort.
- Any brief partner/support letters (as available) confirming coordination roles and readiness to utilize the Concept Plan outputs.

If the review panel would like any additional information (e.g., expanded photo documentation, more detailed site notes, or additional landowner/partner support documentation), the LCD can provide it promptly upon request while keeping the core application package concise.

2026 Nonpoint Source Pollution Reduction Application - Capacity Building, Education & Outreach Budget Template

Project Title	Project Description	Funding Request*	Non-Federal Match**	Other Funding**	Match Source	Match Secure? (Y/N)	Total Project Cost	Additional Information***
Libby Creek Concept Plan This task may include the initial stages of, for example, developing the plan, demonstration project, outreach program, educational materials or planning project tours. Please include anticipated deliverables and a detailed budget.	Tasks and Potential Deliverables Project and Program Development							
	Landowner outreach and planning level site visits	\$ 52,000.00	\$ 1,000.00		Landowners	Y	\$ 53,000.00	Includes landowner contacts, scheduling, and planning level site visits to document erosion conditions, access constraints, and feasible action types. Outputs include site visit notes, photos, mapped limits, and summary of landowner interests and participation intent.
	Data compilation and existing conditions summary	\$ 4,000.00	\$ 800.00		Landowners	Y	\$ 4,800.00	
	Total	\$ 56,000.00	\$ 1,800.00				\$ 57,800.00	
This task would include, for example, the time getting stakeholder involvement and writing the Plan, leading the project tours or outreach program, and coordinating volunteers. Please include anticipated deliverables and a detailed budget.	Implementation Develop Concept Plan (mapped limits, conceptual scope, quantifies level assumptions, ROM costs, partner roles).	\$ 20,000.00	\$ 1,433.33		Landowners	Y	\$ 21,433.33	Plan will be developed using landowner input, stakeholder coordination, and planning level field visits. Final deliverable will be formatted to support future implementation, including site concept sheets, mapping, and next step actions that reduce barriers to grant-funded construction projects.
	Total	\$ 20,000.00	\$ 1,433.33				\$ 21,433.33	
This task includes costs for evaluating the success of your project or program. This may include surveys, community readiness factors, landowner buy in for projects, completion of a Plan, etc. Please include anticipated deliverables and a detailed budget.	Effectiveness Monitoring Concept Plan completion and stability check	\$ 1,000.00			Landowners	Y	\$ 1,000.00	Deliverables: checklist showing plan elements completed, documentation of review comments, incorporated, final plan distribution record
	Total	\$ 1,000.00	\$ 300.00				\$ 1,300.00	
Funding applied to Project Administration must not exceed 5% of the total amount of non-point source funding, or \$20,000 per project. Project expenses include: normal business expenses and reporting requirements.	Administration Bid/Annual/Interim Reports and Billing Statements Draft/Final Report and Billing Statements Communication with BEC	\$ 1,500.00					\$ 1,500.00	
		\$ 1,000.00					\$ 1,000.00	
		\$ 500.00					\$ 500.00	
	Total	\$ 3,000.00					\$ 3,000.00	
Grand Totals		\$ 30,000.00	\$ 3,233.33				\$ 33,233.33	

*Funding Request - Must not exceed \$30,000
 **Non-Federal Match - Can include in-kind materials.
 ***Other Funding - Include federal match here, or, for example, other funding that is supporting the project but cannot be reported as match on this grant because it is not from a federal source.
 ****Additional Information - Use to specify non-federal match and other funding sources, or use to justify cost if needed (e.g., hourly rates, rental costs, etc.)



HAMMER CUTOFF ROAD

HIGHWAY 2 TO LIBBY

LIBBY CREEK PROJECT REACH

HIGHWAY 2 TO KALISPELL



Date: 2/19/2026

To: Kathleen Johnson, Lincoln Conservation District, Chairperson

Subject: Letter of Support for Nonpoint Source Pollution Capacity Grant - Libby Creek

The Kootenai River Network (KRN) is pleased to offer full support to the Lincoln Conservation District (LCD) in pursuit of funding to develop a conceptual plan to identify and prioritize restoration opportunities and strategies on lower Libby Creek. We base our support in part on the broad scope which the proposed assessment encompasses and the community-based support for the project. This coordinated effort by the Lincoln Conservation District is a well thought out proposal that will help ensure future restoration funds are allocated where they are most likely to achieve meaningful improvements in water quality and aquatic habitat. The KRN has a long-standing relationship with the LCD to improve water quality in the Kootenai River Basin, during which the LCD has demonstrated their fiscal responsibility managing public grants, and effectively implementing similar projects. Please give this important application the positive consideration we feel it deserves.

Sincerely,



James L. Dunnigan

Kootenai River Network, President

WWC Engineering
18 Village Loop Road
Kalispell, Montana 59901

Feb. 17, 2026

Dear Sirs and Madams,

We write in support of the Libby Creek Master Plan Project.

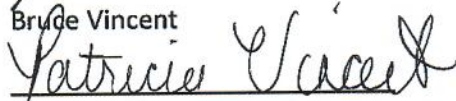
While our property is not adjacent to Libby Creek, there are indications of Libby Creek streambed through the centuries that include our property and we would not object to a site visit or interview and are willing to share observations of past and potential flood impacts.

While no stabilization projects would be required for our property, we are open to discuss stabilization projects that may be of importance in the coming decades.

Sincerely,



Bruce Vincent



Patricia Vincent

34 Paul Bunyan Lane
Libby, Montana 59923
(406) 293-8821 Office
(406) 293-6137 Home
(406) 293-1180 Cell

17 February 2026

Landowner support for Libby Creek Master Plan and follow on mitigation stream bed enhancement

RE: Request for Letters of Support for Libby Creek Master Plan Project

To whom it may concern:

We own land on both sides of Libby Creek between Hammer Cutoff and Highway 2 Bridge. We support any action or effort that would help Libby Creek landowners understand the potential options to mitigate erosion and the loss of dirt banks in the future.

The Libby Creek Master Plan (Master Plan) would, ideally, utilize funding to analyze streambank conditions for the aforementioned reach, to identify and prioritize conditions contributing to nonpoint source pollution of the drainage.

I was 10 years old when the first great flood in recent history occurred, it was in January 1974. That flood left me with a profound respect for the Creek and its potential dangers. We were without power for over a week. Both Bridges washed out, and several houses were lost in the flood on Libby Creek and Granite Creek.

As you are aware, the flooding in December 2025 resulted in numerous stretches of streambanks remaining bare, unstable, and subject to ongoing erosion; all of which contribute to sediment transport and deposition within the Libby Creek drainage.

The Master Plan will, potentially, identify root causes of instability and produce a prioritized list of streambank stabilization and sediment-reduction projects with associated maps, design concepts, and planning-level costs. This master plan will lay the foundation that may be used in future grant opportunities to secure funding for rehabilitation and construction.

I support of a Libby Creek Master Plan planning effort.

I Would you be willing to participate in a site visit/interview and share observations of flood impacts.

I Would you be open to considering voluntary, future stabilization projects on our property.

Sincerely,

//SIGNED//

Terry W Maki

Maki Family Trust

406.241.1708

Smaki100@yahoo.com

5591 bridlepath lane

Florence mt 59833

There is also an option to check a box on the support letter to show support for the project without pledging money.

Thank you for completing and submitting the Memo of understanding - letter of support attached.

If you have any questions please email or call.

Jude.mckay52@gmail.com

406.293.1872

John and Judy McKay

If you have the time to write and submit a short letter or submit in your return email answer to these questions it would also be appreciated.

1. Are you in support of the Libby Creek Master Plan planning effort?
2. Would you be willing to participate in a site visit/interview and share observations of flood impacts; and
3. Would you be open to considering voluntary, future stabilization projects on your property (no obligation—just openness to discuss when options and costs are known).

~~_____~~
~~_____~~ TAM and Calvin

1. We support the Libby Creek Master Plan as a way to preserve the habitat and existing structures.
 2. We are willing to open our property to onsite visits.
 3. We would consider participating in future stabilization projects.
-

To Whom it May Concern:

John and I support the Libby Creek Master Plan effort. Only by developing an overall plan that covers the area from Highway-2- Bridge to Hammer-Cut-Off-Bridge will we be able to protect the creek's environmental assets and the private properties that border it. The plan will provide engineering guidance to develop a cohesive approach to stabilizing the creek banks, minimizing negative impact on our neighbors' properties and or the environment.

We have been hosting site visits by professionals representing the Lincoln County Planning, Fish, Wildlife and Parks, the Lincoln Conservation District, and a heavy equipment contractor. since the flood event in December 2025. We would welcome site visits to seek and share individuals' knowledge as we work to design a plan to mitigate flood damage to the natural creek flow from past floods and limit negative impacts from future high-water events.

We have designed and submitted a 310 Permit application to the Lincoln Conservation District for approval. The project outlines measures to repair the riprap structure damaged by the last flood. To place multiple flow diversions in the creek away from not only our property bank but also that of our neighbors.

In addition, above the rip-rap structure against the upper bank, we plan to establish a concrete block wall.

We are definitely open to considering collaborative ideas for future Libby Creek stabilization projects on our property.

Signature:

Date:

John McKay

2/17/2026

Judith A. McKay

2/17/2026

To Whom it may Concern:

If you have the time to write and submit a short letter or submit in your return email answer to these questions it would also be appreciated.

1. Are you in support of the Libby Creek Master Plan planning effort?

Yes,

2. Would you be willing to participate in a site visit/interview and share observations of flood impacts; and

I would be willing to participate in a site visit/
interview plus sharing my observations.

3. Would you be open to considering voluntary, future stabilization projects on your property (no obligation—just openness to discuss when options and costs are kn

Yes

Michael J. Agresta

2/16/2026

To Whom it may Concern:

If you have the time to write and submit a short letter or submit in your return email answer to these questions it would also be appreciated.

1. Are you in support of the Libby Creek Master Plan planning effort?

Yes

2. Would you be willing to participate in a site visit/interview and share observations of flood impacts; and

Yes

3. Would you be open to considering voluntary, future stabilization projects on your property (no obligation—just openness to discuss when options and costs are kn

Yes

Signature:

Lestie Ferguson

Date:

2/18/2026

MEMORANDUM OF UNDERSTANDING

Between

Lincoln Conservation District

and

Land Owner Name: BRUCE & PATRICIA VINCENT

1. Parties

This Memorandum of Understanding ("MOU") is entered into by and between:

Lincoln Conservation District (LCD), serving as the grant sponsor and fiscal agent; and

the owner of real property located at **Property Address:** 34 PAUL BUNYAN LN.
LIBBY, MT. 59923

Collectively referred to as "the Parties."

2. Purpose

The purpose of this MOU is to establish roles, responsibilities, and financial commitments related to the implementation of a water quality improvement project funded through a Section 319 Nonpoint Source Pollution Grant administered by the Montana Department of Environmental Quality (DEQ 319 Grant).

LCD agrees to act as the grant sponsor and contracting entity with the Montana Department of Environmental Quality. The Landowner agrees to participate in the project and provide required match funding.

3. Project Description

The Libby Creek Master Plan is a one-year, capacity-building planning project led by Lincoln Conservation District with a contracted engineer and consultant team. It will inventory and map post-flood erosion and sediment sources between Hammer Cutoff Road and Highway 2, identify root causes of instability, rank priority bank stabilization needs, and produce concept-level project packages with planning-level costs and an implementation roadmap for future sediment-reduction construction funding.

The final scope of work will be consistent with the DEQ 319 grant contract and the approved work plan.

4. Grant Funding and Cost Share

1. The DEQ 319 Grant will fund up to [60-90%] of eligible project costs.
2. I/we understand the project sponsor is requesting \$30,000 from DEQ for capacity building. DEQ requires a minimum 10% non-federal match on the requested grant amount, totaling at least \$3,333 across all match contributors. This MOU indicates the amount I/we plan to contribute toward the minimum required match if the grant is awarded and a contract is executed. Noting any excess pledged amount above the minimum pledge improves our chances of receiving the \$30,000 planning grant.

3. Pledged match amount: \$ _____

Or

Unable to make a pledge at this time, but I support the project.

4. Match may consist of:
- Cash contribution

5. Match Funding Requirement

The Landowner acknowledges and agrees that:

- All required match funding must be secured and provided **prior to execution of the DEQ 319 grant contract.**
- No project implementation shall begin until:
 - Match funds are confirmed; and
 - The grant contract between LCD and the Montana Department of Environmental Quality is fully executed.

Failure to provide required match funding prior to contract execution may result in cancellation or delay of the project.

6. Roles and Responsibilities

Lincoln Conservation District Shall:

- Serve as the official grant sponsor and fiscal agent.
- Enter into and administer the DEQ 319 grant contract.
- Ensure compliance with state and federal grant requirements.
- Process payments to contractors upon receipt of proper documentation.

Landowner Shall:

- Provide required cost share (10–40%) prior to grant contract execution.
- Cooperate with project planning, design, and implementation.
- Allow reasonable site access for project.
- Comply with all applicable local, state, and federal regulations.

7. Term

This MOU becomes effective upon signature by both Parties and remains in effect until:

- Completion of the project and required maintenance period; or
- Termination by mutual written agreement; or
- Termination due to failure to meet funding or compliance requirements.

8. Liability and Indemnification

Each Party shall be responsible for its own acts and omissions. Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship beyond that of grant sponsor and participating landowner.

9. Amendments

This MOU may only be amended in writing and signed by both Parties.

10. Signatures:

Lincoln Conservation District:

By: KATHLEEN JOHNSON (print)

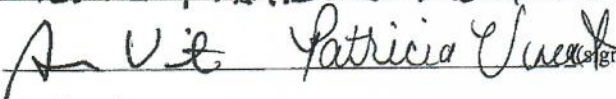
Name:  (signature)

Title: Chair

Date: 2-18-2026

Landowner:

By: BRUCE & PATRICIA VINCENT (print)

Name:  (signature)

Date: 2/17/26

MEMORANDUM OF UNDERSTANDING

Between

Lincoln Conservation District

and

Land Owner Name: Mike Fantasia

1. Parties

This Memorandum of Understanding ("MOU") is entered into by and between:

Lincoln Conservation District (LCD), serving as the grant sponsor and fiscal agent; and

the owner of real property located at Property Address: 8424 Farm to Market Rd, Libby, MT 59923

Collectively referred to as "the Parties."

2. Purpose

The purpose of this MOU is to establish roles, responsibilities, and financial commitments related to the implementation of a water quality improvement project funded through a Section 319 Nonpoint Source Pollution Grant administered by the Montana Department of Environmental Quality (DEQ 319 Grant).

LCD agrees to act as the grant sponsor and contracting entity with the Montana Department of Environmental Quality. The Landowner agrees to participate in the project and provide required match funding.

3. Project Description

The Libby Creek Master Plan is a one-year, capacity-building planning project led by Lincoln Conservation District with a contracted engineer and consultant team. It will inventory and map post-flood erosion and sediment sources between Hammer Cutoff Road and Highway 2, identify root causes of instability, rank priority bank stabilization needs, and produce concept-level project packages with planning-level costs and an implementation roadmap for future sediment-reduction construction funding.

The final scope of work will be consistent with the DEQ 319 grant contract and the approved work plan.

4. Grant Funding and Cost Share

1. The DEQ 319 Grant will fund up to [60–90%] of eligible project costs.
2. I/we understand the project sponsor is requesting \$30,000 from DEQ for capacity building. DEQ requires a minimum 10% non-federal match on the requested grant amount, totaling at least \$3,333 across all match contributors. This MOU indicates the amount I/we plan to contribute toward the minimum required match if the grant is awarded and a contract is executed. Noting any excess pledged amount above the minimum pledge improves our chances of receiving the \$30,000 planning grant.

3. **Pledged match amount:** \$ 500.00

Or

€ Unable to make a pledge at this time, but I support the project.

4. Match may consist of:

- Cash contribution

5. Match Funding Requirement

The Landowner acknowledges and agrees that:

- All required match funding must be secured and provided **prior to execution of the DEQ 319 grant contract.**
- No project implementation shall begin until:
 - Match funds are confirmed; and
 - The grant contract between LCD and the Montana Department of Environmental Quality is fully executed.

Failure to provide required match funding prior to contract execution may result in cancellation or delay of the project.

6. Roles and Responsibilities

Lincoln Conservation District Shall:

- Serve as the official grant sponsor and fiscal agent.
- Enter into and administer the DEQ 319 grant contract.
- Ensure compliance with state and federal grant requirements.
- Process payments to contractors upon receipt of proper documentation.

Landowner Shall:

- Provide required cost share (10–40%) prior to grant contract execution.
- Cooperate with project planning, design, and implementation.
- Allow reasonable site access for project.
- Comply with all applicable local, state, and federal regulations.

7. Term

This MOU becomes effective upon signature by both Parties and remains in effect until:

- Completion of the project and required maintenance period; or
- Termination by mutual written agreement; or
- Termination due to failure to meet funding or compliance requirements.

8. Liability and Indemnification

Each Party shall be responsible for its own acts and omissions. Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship beyond that of grant sponsor and participating landowner.

9. Amendments

This MOU may only be amended in writing and signed by both Parties.

10. Signatures:

Lincoln Conservation District:

By: KATHLEEN JOHNSON (print)

Name:  (signature)

Title: Chair

Date: 2-18-2026

Landowner:

By: Mike Fantasia

Name: 

Date: February 16, 2026

MEMORANDUM OF UNDERSTANDING

Between

Lincoln Conservation District

and

Land Owner Name: __ Todd Majors

1. Parties

This Memorandum of Understanding ("MOU") is entered into by and between:

Lincoln Conservation District (LCD), serving as the grant sponsor and fiscal agent; and

the owner of real property located at **Property Address: 8640 Farm to Market Rd, Libby MT**

Collectively referred to as "the Parties."

2. Purpose

The purpose of this MOU is to establish roles, responsibilities, and financial commitments related to the implementation of a water quality improvement project funded through a Section 319 Nonpoint Source Pollution Grant administered by the Montana Department of Environmental Quality (DEQ 319 Grant).

LCD agrees to act as the grant sponsor and contracting entity with the Montana Department of Environmental Quality. The Landowner agrees to participate in the project and provide required match funding.

3. Project Description

The Libby Creek Master Plan is a one-year, capacity-building planning project led by Lincoln Conservation District with a contracted engineer and consultant team. It will inventory and map post-flood erosion and sediment sources between Hammer Cutoff Road and Highway 2, identify root causes of instability, rank priority bank stabilization needs, and produce concept-level project packages with planning-level costs and an implementation roadmap for future sediment-reduction construction funding.

The final scope of work will be consistent with the DEQ 319 grant contract and the approved work plan.

4. Grant Funding and Cost Share

1. The DEQ 319 Grant will fund up to [60–90%] of eligible project costs.
2. I/we understand the project sponsor is requesting \$30,000 from DEQ for capacity building. DEQ requires a minimum 10% non-federal match on the requested grant amount, totaling at least \$3,333 across all match contributors. This MOU indicates the amount I/we plan to contribute toward the minimum required match if the grant is awarded and a contract is executed. Noting any excess pledged amount above the minimum pledge improves our chances of receiving the \$30,000 planning grant.
3. **Pledged match amount: \$ 500.00**

Or

€ Unable to make a pledge at this time, but I support the project.

4. Match may consist of:
- Cash contribution

5. Match Funding Requirement

The Landowner acknowledges and agrees that:

- All required match funding must be secured and provided **prior to execution of the DEQ 319 grant contract.**
- No project implementation shall begin until:
 - Match funds are confirmed; and
 - The grant contract between LCD and the Montana Department of Environmental Quality is fully executed.

Failure to provide required match funding prior to contract execution may result in cancellation or delay of the project.

6. Roles and Responsibilities

Lincoln Conservation District Shall:

- Serve as the official grant sponsor and fiscal agent.
- Enter into and administer the DEQ 319 grant contract.
- Ensure compliance with state and federal grant requirements.
- Process payments to contractors upon receipt of proper documentation.

Landowner Shall:

- Provide required cost share (10–40%) prior to grant contract execution.
- Cooperate with project planning, design, and implementation.
- Allow reasonable site access for project.
- Comply with all applicable local, state, and federal regulations.

7. Term

This MOU becomes effective upon signature by both Parties and remains in effect until:

- Completion of the project and required maintenance period; or
- Termination by mutual written agreement; or
- Termination due to failure to meet funding or compliance requirements.

8. Liability and Indemnification

Each Party shall be responsible for its own acts and omissions. Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship beyond that of grant sponsor and participating landowner.

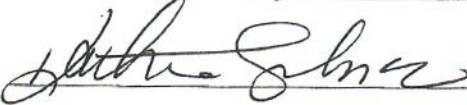
9. Amendments

This MOU may only be amended in writing and signed by both Parties.

10. Signatures:

Lincoln Conservation District:

By: KATHLEEN JOHNSON (print)

Name:  (signature)

Title: chair

Date: 2-18-2026

Landowner:

By: Todd Majors (print)

Name:  (signature)

Date: 02/16/2026

MEMORANDUM OF UNDERSTANDING

Between

Lincoln Conservation District

and

Land Owner Name: Markus Messmer

1. Parties

This Memorandum of Understanding ("MOU") is entered into by and between:

Lincoln Conservation District (LCD), serving as the grant sponsor and fiscal agent; and

the owner of real property located at Property Address: 81 Libby Creek LN
Libby, MT 59923

Collectively referred to as "the Parties."

2. Purpose

The purpose of this MOU is to establish roles, responsibilities, and financial commitments related to the implementation of a water quality improvement project funded through a Section 319 Nonpoint Source Pollution Grant administered by the Montana Department of Environmental Quality (DEQ 319 Grant).

LCD agrees to act as the grant sponsor and contracting entity with the Montana Department of Environmental Quality. The Landowner agrees to participate in the project and provide required match funding.

3. Project Description

The Libby Creek Master Plan is a one-year, capacity-building planning project led by Lincoln Conservation District with a contracted engineer and consultant team. It will inventory and map post-flood erosion and sediment sources between Hammer Cutoff Road and Highway 2, identify root causes of instability, rank priority bank stabilization needs, and produce concept-level project packages with planning-level costs and an implementation roadmap for future sediment-reduction construction funding.

The final scope of work will be consistent with the DEQ 319 grant contract and the approved work plan.

4. Grant Funding and Cost Share

1. The DEQ 319 Grant will fund up to [60-90%] of eligible project costs.
2. I/we understand the project sponsor is requesting \$30,000 from DEQ for capacity building. DEQ requires a minimum 10% non-federal match on the requested grant amount, totaling at least \$3,333 across all match contributors. This MOU indicates the amount I/we plan to contribute toward the minimum required match if the grant is awarded and a contract is executed. Noting any excess pledged amount above the minimum pledge improves our chances of receiving the \$30,000 planning grant.

3. Pledged match amount: \$ 100

Or

Unable to make a pledge at this time, but I support the project.

4. Match may consist of:
- Cash contribution

5. Match Funding Requirement

The Landowner acknowledges and agrees that:

- All required match funding must be secured and provided **prior to execution of the DEQ 319 grant contract.**
- No project implementation shall begin until.
 - Match funds are confirmed; and
 - The grant contract between LCD and the Montana Department of Environmental Quality is fully executed.

Failure to provide required match funding prior to contract execution may result in cancellation or delay of the project.

6. Roles and Responsibilities

Lincoln Conservation District Shall:

- Serve as the official grant sponsor and fiscal agent.
- Enter into and administer the DEQ 319 grant contract.
- Ensure compliance with state and federal grant requirements.
- Process payments to contractors upon receipt of proper documentation.

Landowner Shall:

- Provide required cost share (10–40%) prior to grant contract execution.
- Cooperate with project planning, design, and implementation.
- Allow reasonable site access for project.
- Comply with all applicable local, state, and federal regulations.

7. Term

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- Termination due to failure to meet funding or compliance requirements.

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9. Amendments

This MOU may only be amended in writing and signed by both Parties.