



## CITY OF LIBBY

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# REGULAR COUNCIL MEETING #1623

FEBRUARY 21, 2023 @ 7:00PM  
COUNCIL CHAMBERS – CITY HALL

### **CALL TO ORDER:**

- Pledge of Allegiance
- Prayer by Jeff O'Connell
- Roll Call
- Welcome
- Approve City Council special meeting minutes dated January 24, 2023 for LCSO claim #3888, special meeting minutes dated January 31, 2023 for MOA with LCSO, and regular meeting #1622 minutes dated February 6, 2023.

### **ANNOUNCEMENTS:**

### **COMMITTEE REPORTS:**

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

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

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

**NEW BUSINESS:** The mayor will introduce each new agenda item with a description of the item and an explanation for the recommended action to be taken. Following council discussion on each item, there will be an opportunity for public comment. Public comment is limited to 3 minutes concerning the agenda item being discussed only.

1. Approve Memorandum of Agreement with Lincoln County Sheriff's Office and Lincoln County for Administrative Services.
2. Approve all claims received to date.
3. Approve all business license applications received to date.
  - a) Ascend Climbing & Fitness, 412 Mineral Ave., LLC, Fitness and Rock Climbing Gym, Personal Training, Yoga, and Climbing Instruction.
  - b) Baskins Construction, 471 Dome Mountain Ave., Individual, General Construction.
  - c) Fig Inc. II DBA. Heavens Peak Organic Market, Corporation, 313 California Ave., Organic Grocery and Health Supplements.
  - d) JAM Construction, 507 W. 2<sup>nd</sup> St., Individual, Construction.
  - e) Montana's H2O To Go, 126 Warland Heights Rd., Individual, Mobile Water Delivery Service.
  - f) Mountain Rose Trading, 1222 Minnesota Ave., Soy Candles, Goat Milk Soap, Herbal Tea and Ointments, Blankets, Pillows, Earings, Necklaces, Gem Stones, and Leather Goods.
  - g) 2S Contractor, 507 W 2<sup>nd</sup> St. Individual, Construction, Demolition, Clean/Maintain, and Janitorial Services.

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

1. IP negotiations.

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

**ADJOURNMENT:**

The manner of Addressing Council:

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

**ATTENTION:**

To access this meeting electronically with **ZOOM**,  
Dial: 253-215-8782  
Meeting ID: **4042719951**  
Password: **151041**  
**Posted:** 2/16/23

## UNAPPROVED MINUTES

The City Council held a Special Council Meeting on Tuesday January 24, 2023, in the Council Chambers at City Hall.

### **Call to Order:**

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

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

Mayor Williams welcomed all present.

### **Approve Claim #3888 for \$11,784.88 to Lincoln County Sheriff's Office:**

Councilor Zimmerman **MADE A MOTION** to un-table Claim #3888 for \$11,784.88 to Lincoln County Sheriff's Office, and Councilor Smith **SECONDED**.

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

### **MOTION PASSED.**

Councilor Zimmerman **MADE A MOTION** to approve Claim #3888 for \$11,784.88 to Lincoln County Sheriff's Office, and Councilor McNew **SECONDED**.

Councilor Smith said it was important for the City to keep a good partnership with Lincoln County and believed it was unconscionable to withhold payment for services the LCSO provided by working extra hours and volunteering on their off time.

Council discussed the invoice from LCSO and the difference in wages and had concerns about not receiving information ahead of time.

### **Public comments:**

DC Orr, 1117 Nevada Ave., expressed concerns about having no contract and concerns about payment creating a lawsuit.

Sue Riley, 19 Parmenter Dr., questioned how the agreement came to be, why Council did not know ahead of time, and what will happen going forward?

Councilor Taylor inquired why the Montana code on the Memorandum explaining how the Chief asked for assistance was not seen before. Mayor Williams explained the Montana code was cited in the Memorandum of Agreement and had been inserted into the Memorandum page provided to eliminating the councils need to look it up.

City Attorney Dean Chisholm explained the process of a contract for Council's approval and when previously discussed, it was not to discourage payment but rather as a duty to inform the Council, as stated in the law, the Sheriff's office is required to provide law enforcement services and enforce state laws throughout the County and did previously state, to find a way to provide quality security law enforcement services in the City and work with the County to provide that in a reasonable way for the tax payers of both the City and the County.

Brian Hoskins, 148 Manor Dr., inquired if there would be a contract for future payments. Mayor Williams stated the Sheriff's office has requested the contract be added back to the agenda for approval.

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

**MOTION PASSED.**

**Adjournment:**

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

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

**MOTION PASSED.**

Mayor Williams adjourned the meeting at 7:23 PM.

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Mayor Peggy Williams

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Clerk-Treasurer Leann Monigold

## UNAPPROVED MINUTES

The City Council held a Special Council Meeting on Tuesday January 31, 2023, in the Council Chambers at City Hall.

### **Call to Order:**

The meeting was called to order at 7:04 pm by Mayor Peggy Williams.

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

Mayor Williams welcomed all present and explained the meeting was to approve the Memorandum of Agreement.

### **Approve Memorandum of Agreement with Lincoln County Sheriff's Office and Lincoln County for Law Enforcement Services:**

Councilor Zimmerman **MADE A MOTION** to bring the MOA back up for discussion, and Councilor Smith **SECONDED**.

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

### **MOTION PASSED.**

Mayor Williams explained the MOA was the same agreement discussed on the 19<sup>th</sup> of January with some updated changes and described changes and stating the agreement would update the verbal agreement with Chief Kessel to a contract agreement with the City.

Councilor Zimmerman **MADE A MOTION** to discuss the acceptance of the MOA with Lincoln County Sheriff's Office, and Councilor Beach **SECONDED**.

Council discussed the average cost for shift coverage and how many shifts would potentially be covered in a pay period. Mayor Williams confirmed Chief Kessel was not covering any shifts and was on official sick leave and a police report would be given monthly by Sgt. Buckner with information provided by the County.

Councilor Taylor suggested getting a committee together to look into an agreement between the Sheriff's Office and the City to do some research and make a plan for a long term solution due to the length of time it is going to take to rebuild the police force.

Council discussed the MOA and similar agreements other cities have used, the current agreement would start February 1<sup>st</sup>, would provide shift coverage to have around-the-clock law enforcement for the City with the possibility of a long-term agreement.

**Public comments:**

DC Orr, 1117 Nevada Ave., inquired if there was a Mutual Aid Agreement, were City Officers restricted to city limits or a 5-mile radius, who will request the shifts of coverage, and can the City sue the officers that quit or have considered it. Attorney Chisholm commented this is public comment period and not question and answer period.

Brian Hoskins, 148 Manor Dr., commented the cost is slightly more with the Sheriff's Office covering shifts than if paying the local officers overtime.

Sue Riley, 19 Parmenter Dr., inquired how to have questions answered if not at a Council meeting, if the Chief is on sick leave is he coming back, what is the dollar figure for the memorandum, if there is no Sheriff's Officer willing to volunteer will there be coverage and the MOA should not be so vague.

Kerrie Bowers, Hwy 56 Bull Lake, read a letter expressing thoughts on recent police issues.

John Bebee, 704 E 9<sup>th</sup> St, encouraged Council to get a Police Commission back in place to help address some of the current issues and helping connect with the public.

Jason Kinne, 654 N. Central Ave, expressed concerns for the remaining 2 city officers getting becoming overwhelmed and burnt-out with the extra paper that may be handed over from the Sheriff's Office.

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

**MOTION PASSED.**

Mayor Williams announced the City's third party investigator has completed her onsite questioning and will be approximately three weeks before a report will be received.

Attorney Chisholm explained Council meeting are for public comment and there are avenues for citizens to get information about the operation of city government by making requests to administration or elected officials.

**Adjournment:**

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

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

**MOTION PASSED.**

Mayor Williams adjourned the meeting at 7:30 PM.

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Mayor Peggy Williams

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Clerk-Treasurer Leann Monigold

## **UNAPPROVED MINUTES**

The City Council held Council Meeting #1622 on Monday, February 6, 2023, in the Council Chambers at City Hall.

### **Call to Order:**

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

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

Mayor Williams welcomed all present.

### **Approve Council Minutes #1621 dated January 17, 2023:**

Councilor Zimmerman **MADE A MOTION** to approve Council Minutes #1621 dated **January 17, 2023**, and Councilor McNew **SECONDED**.

Councilor Smith asked for a correction stating she did not vote on the amendment for the LCSO claim.

DC Orr, 1117 Nevada Ave., commented his statement under public comment was not written as previously stated and requested the minutes reflect that.

Councilors Beach, Berke, McNew, Smith, and Zimmerman voted **FOR** with the correction. Councilor Taylor unable to vote due to technical problems.

**MOTION PASSED.**

### **Committee Reports:**

**Administrator:** Administrator Sikes reported for the Sewer Department the current Bar Screen blew out it's bearings and the city mechanic was able to get a new bearing installed but the chain mechanism is quickly wearing out without the ability to get new parts. The Auxiliary Bar Screen structure has been completed and once the electric control modules are completed, the Auxiliary Bar Screen will be delivered and start the 60-day clock will begin for project completion.

In the Water Department discrepancies with the engineering for the Cabinet View water main replacement are currently being reviewed and corrected, initial figure of 1.1 million to replace the line has been increasing almost daily and the city is currently working with the USDA RD for use of monies from the asset replacement funds on current loans.

In other areas Libby has been working with Larry Grondahl, Zero to Five and LOR on Fireman's Park Playground equipment. Zero-Five wanted a small playground set but even with the \$15,000 city grant it was not affordable but with LOR purchasing the Universal Brava swing they will be stepping up to help Zero-Five get the funding needed to get the small playground equipment they originally wanted without going over budget and once the design proposal is complete, will be working with Zero-Five and LOR to schedule construction.

Requests made to MT DOT for the engineering of City Service Rd are being researched and all requests must now be made online. Mr. Sikes will be giving an update once the City's request is considered.

**Streets Supervisor:** Streets Supervisor Williams reported that with the warmer temps during the day the street crew has been patching potholes, opening up storm drains for runoffs and jetting sewer mains. Two water mains have been repaired on Hammans Ave. and Reese Crt. along with exploratory digging on Utah Ave. due to abnormal settling in the roadway and found no signs of leaks. There have been numerous calls for water leaks due to burst pipes, old/aging material, and 5 caused by frozen water meters. One water meter was tampered with resulting in damage and repairs were made. City Street Crew has been inspecting all work areas for any safety hazards and safety equipment. Parts have been hard to come by for some of the older equipment but 2 end dumps have been repaired and still waiting on parts for the snow blower and jet truck. The Christmas wreaths will be taken down February 8<sup>th</sup> and put up for the season.

**Fire:** Councilor Zimmerman reported LVFD responded to 3 calls in January 2023, 1 call in City and 2 calls in Rural. 2 of the calls were mutual aid with ambulance and 1 miscellaneous.

**Police:** Sergeant Buckner reported there were over 200 calls for service for the month of January 2023. The County is helping out now with the shortage of officers and many theft cases, disturbances, and several drug seizures.

**Finance:** Clerk-Treasurer Monigold reported the Cabinet View Golf Club has submitted their final invoice for reimbursement of the \$541,000 Clubhouse grant contract and Montana Sky has been working at all of the City location to phone and internet updated and should have everything up and running in a week or so.

**Zoning/Planning:** Councilor Smith announced a Zoning Commission meeting was held January 23<sup>rd</sup> and started looking at Residential B district that will not take as long as Residential A. As mentioned before the Commission wants to present them all as a package to Council for consideration. Next meeting will be Tuesday, February 28<sup>th</sup>.



**City/County Board of Health:** Amy Fantozzi announced the last meeting was January 10<sup>th</sup> with the election of officers. Amy Fantozzi – Main Board Chair, Jan Ivers – Vice Chair, and Lannie Fehlberg – Secretary. January 26<sup>th</sup> was a work meeting to discuss changing some things in the pandemic influenza plan with no consensus on the different changes so a meeting is scheduled for Monday, February 13<sup>th</sup> to bring the plan up for vote and everyone has been working on updating response plans.

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

Bri Hilyer, 73 Wades Rd., expressed concerns over a Facebook page she manages, with recent issues going on in the City many unsettling remarks are being generated because nobody knows what is actually going on. She said her page has a large following and would like to work with the City to get the word out.

DC Orr, 1117 Nevada Ave, expressed concerns about Chief Kessel still being on sick leave and no information is being addressed except what is being said on Social Media and it does not look good for the City Council.

John Bebee, 704 E. 9th St., read the Libby Police Department Mission Statement and requested the police department follow the Mission Statement and treat everyone fair and equal. Mr. Bebee stated, by policy, a police commission should be in place and submitted his application to Mayor Williams to be considered for the commission.

**New Business:**

**Approve all claims received to date:**

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

**Public Comment:**

DC Orr, 1117 Nevada Ave, expressed concerns about the \$5200-\$5300 invoice from the LCSO, saying, "I consider that nothing less than a bribe of the Sheriff." and expressing concern about the almost \$10,000 lawyer fees associated with the Sheriff's Office coverage.

Danielle Hebert, 1302 Areth Ave, (via Zoom) commented, as a new admin on the Facebook page, to work with the City about adding content to the page with comments turned off, to give people a chance to be aware City business.

Sue Riley, 19 Parmenter Dr., inquired why business license applications were listed on the agenda and not a list of the claims.

Councilors Beach, Berke, McNew, Smith, and Zimmerman voted **FOR**. Councilor Taylor unable to vote due to technical problems.

**MOTION PASSED.**

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

D&S General Contracting and Flooring, Jameson Drywall, Sasquatch Boutique, and Studio 1988 LLC.

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

Councilors Beach, Berke, McNew, Smith, and Zimmerman voted **FOR**. Councilor Taylor unable to vote due to technical problems.

**MOTION PASSED.**

**Unfinished Business:**

**IP Settlement:**

**General Comments from the Council:**

Councilor Smith suggested, given that the Parks contract is up for renewal soon, exploring what the next step may be to consider the role that person plays and perhaps be more aggressive in pursuing funding sources for projects.

**Adjournment:**

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

Councilors Beach, Berke, McNew, Smith, and Zimmerman voted **FOR**. Councilor Taylor unable to vote due to technical problems.

**MOTION PASSED.**

Mayor Williams adjourned the meeting at 7:35 PM.

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Mayor Peggy Williams

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Clerk-Treasurer Leann Monigold

**MEMORANDUM OF AGREEMENT**

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

This Memorandum of Agreement, "MOA" is made on the 21<sup>st</sup> of February 2023, between the City of Libby, the "City", the Lincoln County Sheriff's Office, the "Sheriff" and Lincoln County, the "County".

**RECITALS:**

WHEREAS, the City is currently in need of assistance with City police-related administrative support, and the Sheriff is willing and able to provide such assistance on a temporary basis; and

WHEREAS, Section 7-11-102, MCA, permits local governments to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, Section 7-11-301(2), MCA, allows local governments to directly contract for consolidation and transfer of services without the formalities of an interlocal agreement; and

WHEREAS, the Mayor of the City has appointed a Chief of Police to fulfill the law enforcement duties set forth in Section 7-32-4105, MCA, and due to existing City police command circumstances, the Mayor has designated appropriate representative(s) to coordinate and supervise administration of City law enforcement services; and

WHEREAS, to the extent necessary or allowable by law, the City makes a standing request to the Sheriff for administrative support to the City police throughout the period this MOA is in effect; and

WHEREAS, the County and the Sheriff are agreeable to providing temporary administrative support to the City police, and agree that the Sheriff can provide such administrative support as is necessary, and that the City will reimburse the Sheriff for employee overtime wage and allowable benefits, as set forth in detail below.

NOW THEREFORE, the parties agree as follows:

1. The recitals set forth above are incorporated herein in full.
2. The purpose of this MOA is to provide the terms and conditions of the agreement between the parties for the Sheriff to provide administrative support to the City police on a temporary basis, and for payment for such services.
3. The Sheriff will provide Incident Based Reporting (IBR) training to a City Police designee at no cost.
4. Due to the volume of City police Incident Based Reporting (IBR) backlog, the Sheriff will provide enough administrative personnel working on overtime to complete all mandatory calendar year 2022 IBR to federal authorities in compliance with the existing March 15, 2023 deadline for submission of calendar year 2022 IBR.

## **MEMORANDUM OF AGREEMENT**

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

5. The Sheriff will then provide additional assistance to the City police as necessary to complete all mandated calendar year 2021 Incident Based Reporting to federal authorities.
6. The Sheriff will provide administrative personnel to perform any other administrative support tasks for the City police, as specifically identified by the City and requested in writing, if the Sheriff has such administrative support personnel available on overtime hours.
7. The Sheriff will identify designee(s) to represent the Sheriff's daily administrative interests in assisting City with administrative needs.
8. The City's identified designee will coordinate with the Sheriff's designee to ensure that administrative needs are met.
9. The Sheriff's personnel working on projects requested by the City will coordinate with the City Police Sergeant or appropriate City designee on a day-to-day basis regarding any issues that may arise, and to ensure deadlines are met.
10. The City shall pay the Sheriff the County employee's overtime rate and allowable benefits for overtime hours worked. The Sheriff must submit reimbursement claims for the amounts no later than the Wednesday prior to the 1st or 3rd Monday of the month so that the Council may consider the claim at its next meeting and make payment of said claim the day following approval.
11. The furnishing of such services, the standards of performance, the discipline of personnel and other matters incidental to the performance of such services and the control of personnel so employed shall remain with the Sheriff. The employees of the City shall remain employees of the City and shall work with and cooperate fully with the Sheriff in the performance of their duties under this Agreement.
12. The County and Sheriff shall maintain liability insurance for the activities of the Sheriff in providing administrative law enforcement services to the City under this MOA. The County and Sheriff shall assume liability for, defend against and hold harmless the City from all costs or damages including attorney's fees for injury to persons or property caused by the negligence of or intentional misconduct of the Sheriff or Sheriffs personnel in providing or failing to provide such law enforcement services to the City. The City shall assume liability for, defend against, and hold harmless the County and Sheriff from all claims and costs of damages including attorney fees for injury to persons or property caused by the City in its negligent or intentional misconduct in administration of the terms and conditions of this MOA.
13. No party shall assign, transfer, or convey any right or obligation set forth in this MOA without the prior written consent of the other party. The undersigned represent that they have authority to enter into this MOA.

**MEMORANDUM OF AGREEMENT**

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

- 14. This MOA constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This MOA supersedes any previous oral or written agreements between the parties.
- 15. All personnel employed by the Sheriff in providing general administrative law enforcement services to the City shall be considered County employees, and they shall not have any benefit, status or right of City employment. The City shall not be liable for direct payments of salaries, wages or other compensation to the County employees providing general law enforcement services to it. The City shall not be liable for indemnity to any County employee for injury or sickness arising out of his or her employment in providing law enforcement services to it. For the sole purpose of giving official status to their acts in performing this MOA, every County Sheriff's deputy or employee engaged in providing general law enforcement service to the City shall be considered an agent of the City.
- 16. This MOA shall terminate immediately upon notification to the Sheriff by the City that the services provided by the Sheriff are no longer required, or June 30, 2023, whichever comes first, unless extended by all parties in writing.
- 17. Notwithstanding the date of signature of the parties, the terms and conditions of this MOA become effective on the 21<sup>st</sup> day of February, 2023.

By:

_____	_____	_____	_____
John Letcher	Date	Peggy Williams	Date
Chairperson,		Mayor,	
Lincoln County Board of County Commissioners		City of Libby	

_____	_____
Darren Short	Date
Sheriff,	
Lincoln County Sheriff's Office	

Example of playground equipment to be added to Fireman's Park project with Zero to Five and LOR monies.

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LIBBY CITY PARK

PROPOSAL #:138-164466-1

COLOR KEY	
● RED	RED
● BLUE	BLUE
● YELLOW	YELLOW
■ YELLOW/RED	YELLOW/RED



**Grondahl**  
RECREATION INC.