



## CITY OF LIBBY

952 E. SPRUCE | POST OFFICE BOX 1428

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

# REGULAR COUNCIL MEETING #1628

MAY 1, 2023 @ 7:00PM

COUNCIL CHAMBERS – CITY HALL

### **CALL TO ORDER:**

- Pledge of Allegiance
- Prayer by Bill Sonntag
- Roll Call
- Welcome
- Approve City Council meeting #1627 minutes dated April 17, 2023 and Special Council meeting minutes dated April 20, 2023.

### **ANNOUNCEMENTS**

### **COMMITTEE REPORTS:**

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

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

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

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

1. Approve Independent Contractor Agreement for Lincoln County Park District Manager through January 31, 2025 with Tony Petrusha.
2. Reappoint Police Commissioners to align with the May 1<sup>st</sup> MCA, John Bebee 1 year (2024), Steve Boyer 2 year (2025), Karen Dinkins 3 year(2026).
3. Resolution #2013, Intending to consider owner requested, the annexation of properties.
4. Ben Scott, Spoils pile.
5. Approve all claims received to date.
6. Approve all business license applications received to date.
  - a) Bennet Cleaning,, 1134 W. 2<sup>nd</sup>. St. Ext. TRLR #3, Individual, House cleaning.
  - b) Rain Catcher Rain Gutters, 18 Halo Ct. N., Troy, Individual, Seamless aluminum rain gutter installation.

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

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

**ADJOURNMENT:**

The manner of Addressing Council:

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

**ATTENTION:**

To access this meeting electronically with **ZOOM**,  
Dial: 253-215-8782  
Meeting ID: **4042719951**  
Password: **151041**  
**Posted:** 4/27/23

# INDEPENDENT CONTRACTOR AGREEMENT

## LINCOLN COUNTY PARK DISTRICT MANAGER OF PROJECTS

This Independent Contractor Agreement (“Agreement”) is made and entered into as of this 1st day of May 2023 (“Effective Date”) by and between Lincoln County, Montana, City of Libby, Montana, the Libby Park District, (collectively, “Government Entities”), and Cabinet Country Consulting LLC / Paul Petrusha, (“Contractor”) to provide contract services for the identification, detailed development and initial implementation of recreation projects in the Libby area.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

### 1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on January 31, 2025, unless terminated earlier by either party in writing as provided herein.

### 2. COMPENSATION

Contractor shall be paid by “Government Entities” as follows:

2.1 For purposes of payment, work will be invoiced under either one of two categories; Project Planning and Project Execution.

2.2 Project Planning work, defined as work performed during the formative or planning stages of a project, will be invoiced at an hourly rate of \$40.00 per hour.

2.3 Project Execution work, including project manager duties that are part of a project, will be included as line-item expenses in the project breakdown and invoiced for each completed stage of the project at an hourly rate of \$40.00 an hour.

2.4 Payment will be made as an independent contractor service, not as wages.

### 3. CONTRACTOR DUTIES

Contractor’s scope of work will be specifically identified by the Park District Board of Directors and will include any of the following services and other duties as defined by an approved motion by the board;

3.1 Establish a list of recreation projects.

3.2 Identify local citizens or groups interested in participating in each project’s development.

3.3 Identify stakeholders that can provide labor, equipment, or other resources in support of each project.

3.4 Research and develop a resource list of available grants and other opportunities for project funding.

3.5 Promote support for the project in and around Libby and facilitate public meetings as requested.

3.6 Provide quarterly progress reports to Lincoln County, City of Libby, and the Libby Park District Board.

3.7 Establish a five-year work plan, detailed for years one and two, with priority given to trails and facility transfer to Libby Park District.

3.8 Develop a strategy to implement the “Greater Libby Area Trails Plan” including but not limited to the following;

A. Coordinate with Montana DNRC, United States Forest Service, and other entities to obtain required approvals or to provide simple notice.

B. Provide design oversight and interface with design entities for review, sequencing, prioritization and clarification of design.

C. Plan and monitor construction of trails, trail heads, parking areas, and bridges, etc.

#### 4. DESIGN AUTHORITY and OWNERSHIP

4.1 Any plans and designs for all projects shall be owned by the Government Entities and their agencies. Contractor shall have no ownership rights of any plans or designs, including those produced by Contractor in the course of fulfilling Contractor’s duties under this Agreement.

#### 5. INDEPENDENT CONTRACTOR

5.1 The parties intend and agree that, at all times during the performance of services under this Agreement, Contractor shall act as an independent contractor and shall not be considered an agent or employee of the Government Entities. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her representatives. Contractor also agrees to provide liability insurance as required by Government Entities and this Agreement.

#### 6. INSURANCE

6.1 General Liability Insurance. The contractor must provide and maintain at all times general liability insurance in an amount not less than one million dollars (\$1 million per occurrence), and insurance for bodily injury, personal injury, and property damage in the amount of \$50,000 per occurrence.

6.2 Contractor’s insurance coverage shall be primary insurance and/or primary source of recovery Entities, its elected or appointed officers, agents, officials, employees and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Contractor’s operations or services provided to Government Entities.

6.3 Workers Compensation Insurance. By executing this Agreement, Contractor certifies that the contractor is aware of and will comply with the Labor Code of the State of Montana requiring every employer to be insured against liability for workers compensation or to undertake self-insurance before commencing any work. Contractor shall carry the insurance or provide for self-insurance required by Montana law to protect Contractor from claims under the Workers’ Compensation Act.

6.4 The contractor shall indemnify, defend and hold harmless Government Entities, its elected and appointed officers, employees, agents, representatives, boards and commissions (“Indemnified Parties”) with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Contractor, his or her employees, representatives, officers and agents in the course of performing services under this Agreement; however, Contractor shall not be required to indemnify Government Entities from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

## 7. SEVERABILITY

7.1 If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

## 8. TERMINATION

8.1 Lincoln County, the City of Libby, or Libby Parks Board has the right, at its sole discretion and with or without cause, to terminate this Agreement at any time by giving three (3) calendar days prior written notice to Contractor. In the event of termination under this section, Government Entities shall pay Contractor on a prorated basis for any completed work up to the effective date of termination.

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Brent Teske, Lincoln County Commissioner

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Peggy Williams, City of Libby, Mayor

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Jim Germany, Libby Park District

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Paul Petrusha, Contractor  
Cabinet Country Consulting LLC

**RESOLUTION NO. 2013**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LIBBY, MONTANA  
INTENDING TO CONSIDER THE ANNEXATION OF PROPERTIES LOCATED IN  
S33, T31 N, R31 W, C.O.S. 414, ACRES 3.86, TR 1A in SESE and 3D7 in SWSE.**

**WHEREAS**, Steven Bandemer and Levi Thompson own certain real properties located in S33, T31 N, R31 W, C.O.S. 414, ACRES 3.86, TR 1A in SESE and 3D7 in SWSE; and

**WHEREAS**, the properties above described are North of 2<sup>nd</sup> Street Extension, South of the BNSF Rail Roadway, and contiguous with property already annexed into the City of Libby, namely the city shop and sewer treatment facility; and

**WHEREAS**, Steven Bandemer and Levi Thompson petitioned the City of Libby to annex the above described properties on April 4th, 2023; and

**WHEREAS**, this Resolution supercedes any previous Resolutions; and

**WHEREAS**, Mont. Code Ann. § 7-2-4705 permits annexation into a city of land requested to be annexed by the owner through Petition,

**NOW THEREFORE**, be it hereby resolved by the Libby City Council that the City of Libby intends to consider annexation of the above-described properties into the City of Libby as Business-Residence District pursuant to a Petition filed by its owners, Steven Bandemer and Levi Thompson. A Public Hearing will be held on 5 June 2023 on the question of annexation.

Passed and approved this 1st day of May 2023.

Attest:

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Peggy Williams, Mayor

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Leann Monigold, Clerk/Treasurer



## Annexation By Municipalities Providing Services

**7-2-4705. Annexation by municipalities providing services.** (1) The governing body of any municipality may extend the corporate limits of the municipality under the procedure set forth in this part upon the initiation of the procedure by the governing body itself.

(2) Whenever the owners of real property situated outside the corporate boundaries of any municipality, but contiguous to the municipality, desire to have real estate annexed to the municipality, they shall file with the governing body of the municipality a petition bearing the signatures of 51% of the real property owners of the area sought to be annexed and requesting a resolution stating that the municipality intends to consider annexation. Upon passage of the resolution, the governing body shall follow the procedure in **7-2-4707** through **7-2-4713** and **7-2-4731**(3).

## What Constitutes Contiguous Lands

**7-2-4301. What constitutes contiguous lands.** Tracts or parcels of land proposed to be annexed to a city or town under the provisions of this part shall be deemed contiguous to such city or town even though such tracts or parcels of land may be separated from such city or town by a street or other roadway, irrigation ditch, drainage ditch, stream, river, or a strip of unplatted land too narrow or too small to be platted.

**PLANNING NOTES**

**1. PROPOSED ZONING: BUSINESS-RESIDENCE DISTRICT**

**17.20.010 - USES:**  
 WITHIN ANY BUSINESS-RESIDENCE DISTRICT, NO BUILDING, STRUCTURE, OR PREMISES SHALL BE USED, ARRANGED, OR DESIGNED TO BE USED EXCEPT FOR ONE OR MORE OF THE FOLLOWING USES:

- A. ANY USE PERMITTED IN A RESIDENCE A OR RESIDENCE B DISTRICT;
- B. DETACHED DWELLINGS FOR NOT MORE THAN FOUR (4) FAMILIES OR HOUSEKEEPING UNITS;  
 OR MORE THAN TWO (2) FAMILIES OR HOUSEKEEPING UNITS;
- C. ANY BUSINESS MAY BE PLACED IN THIS DISTRICT ONLY BY THE WRITTEN APPROVAL OF THE BOARD OF ADJUSTMENT, AFTER WRITTEN APPLICATION, TOGETHER WITH SUBMISSION OF PLANS AND SPECIFICATIONS SHOWING ACTUAL LOCATION OF PROPOSED BUILDING AND GENERAL ARRANGEMENTS ON ANY PIECE OF GROUND, IT BEING THE INTENTION TO RESTRICT THIS AREA TO SERVICE UNITS AND BUSINESS AS SPECIFICALLY OUTLINED AND STILL MAINTAIN A PRACTICAL STANDARD FOR RESIDENTS WITH THE BOARD OF ADJUSTMENT TO MAKE SUCH DECISION IN EACH CASE REGARDING LOCATION OF BUILDINGS; 2. TYPE OF BUSINESS OTHER THAN ABOVE; 3. TYPE OF BUILDING; 4. SETBACK; 5. SIDE YARD, IF ANY; AND 6. LOT AREA AND OTHER PERTINENT ITEMS AS ARE CONSISTENT WITH GOOD ZONING PRACTICE; AND THE PRACTICAL DEVELOPMENT OF THIS DISTRICT; E. PROVIDED, HOWEVER, THAT ALL BUILDINGS SHALL BE SO PLACED THAT THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NOT LESS THAN TWENTY-FIVE (25) FEET FROM THE INSIDE SIDEWALK LINE ON WHAT IS NOW U. S. HIGHWAY 2 AS IT RUNS ON NINTH STREET AND MINNESOTA AVENUE, ALSO ON UTAH AVENUE IN THE DISTRICT, AND A SIDE YARD OF NOT LESS THAN TEN (10) FEET ON THE STREET SIDE OF ALL CORNER LOTS, SUCH YARDS, FRONT AND SIDE, SHALL BE ENTIRELY UNOCCUPIED BY ANY STRUCTURE OR BUILDING.

**17.20.020 - VACANT LOTS.**  
 THESE SHALL BE KEPT FREE OF DEBRIS, RUBBISH, OR GARBAGE AT ALL TIMES. SPECIAL USES OF VACANT LOTS MAY BE PERMITTED BY WRITTEN AUTHORITY OF THE BUILDING INSPECTOR AND THE BOARD OF ADJUSTMENT, WITH THE CONSENT OF THE OWNERS OF EIGHTY PERCENT (80%) OF THE PROPERTY WITHIN THREE HUNDRED (300) FEET OF THE LOT OR LOTS.

**17.20.030 - CONSTRUCTION.**  
 ALL CONSTRUCTION SHALL BE OF A STANDARD APPROVED BY THE BUILDING INSPECTOR.

**17.20.040 - SIGNS.**  
 SIGNS PERTAINING TO THE LEASE, SALE, OR USE OF A LOT OR BUILDING MAY BE PLACED THEREON; PROVIDED, THAT THE TOTAL AREA OF ALL SUCH SIGNS DOES NOT EXCEED EIGHT SQUARE FEET; PROVIDED, FURTHER, THAT ON A LOT OR DWELLING AND PERTAINING TO THE USE THEREOF OR BEARING THE NAME OR OCCUPATION OF AN OCCUPANT SHALL NOT EXCEED ONE SQUARE FOOT FOR EACH FAMILY HOUSED. A SIGN OR BUILDING BOARD NOT EXCEEDING TWELVE (12) SQUARE FEET IN AREA MAY BE ERRECTED UPON THE PREMISES OF A CHURCH, OR OTHER INSTITUTION, FOR THE PURPOSE OF DISPLAYING THE NAME AND ACTIVITIES OR SERVICES THEREIN PROVIDED. ANY SIGN PROVIDED FOR HEREIN SHALL NOT MATERIALLY ALTER THE APPEARANCE OF SAID LOT OR DWELLING NOR AFFECT THE WELFARE OF THE NEIGHBORS.

