



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, SEPTEMBER 21, 2021
6:30 PM
COUNCIL CHAMBERS**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.

General Items

1. Appointment of Alan Kasemodel to the Laurel Airport Authority.
2. Appointment of Timothy Frick and Brittney Patterson to the Laurel Volunteer Fire Department.

Executive Review

3. Resolution - A Resolution Approving An Increase In Firefighter Call-Out Pay For The City Of Laurel Fire Department.
4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With MP Environmental For Services Relating To Cleaning Of The City's Backwash Pond.
5. Resolution - A Resolution Declaring The Existing Playground Equipment Located At Kids' Kingdom "Surplus Property" And Authorizing Its Removal And Disposal By City Staff And Volunteers.
6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With Lexipol, LLC For Services Provided For The City's Police Department.
7. Resolution - A Resolution Requesting Distribution Of Bridge And Road Safety And Accountability Program Funds
8. Ordinance - An Ordinance Amending Certain Chapters Of Title 8 Of The Laurel Municipal Code Relating To Health And Safety Matters, Including Nuisances For The City Of Laurel.

Council Issues

9. Discuss Resolution No. R15-51.

Other Items

Review of Draft Council Agendas

10. Review of Draft Council Agenda for September 28, 2021.

Attendance at Upcoming Council Meeting

Announcements

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

File Attachments for Item:

1. Appointment of Alan Kasemodel to the Laurel Airport Authority.

8/29/21

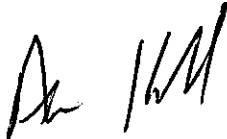
City of Laurel
City of Laurel Mayor Tom Nelson
Box 10 Laurel MT 59044

Dear Mayor Nelson,

Please consider me for appointment to the open seat on the Laurel Airport Authority Board. I have strong aviation background that started in the Army as a certified air traffic control specialist. I then achieved my aircraft mechanics and pilots licenses in the mid 80's. I then utilized my training from the armed services and was an air traffic controller in Billings until my retirement this year. I retired as a staff support specialist. I have also been a flight instructor for the past 11 years. I am very familiar with Laurel Airport and have rented a hangar there and utilized the airport for many years. I believe my broad range of skills and knowledge of aviation, FAA regulations and business and staff management would be an asset to the Laurel Airport Board.

Thank you for your consideration.

Alan Kasemodel
3759 Granger Ave West
Billings MT 59101
406-670-6322



File Attachments for Item:

2. Appointment of Timothy Frick and Brittney Patterson to the Laurel Volunteer Fire Department.



LAUREL FIRE/EMS

215 WEST 1ST STREET • LAUREL, MT • 59044
OFFICE 406.628.4911 • FAX 406.628.2185

City of Laurel
PO Box 10
Laurel, Mt. 59044

September 10, 2021

Mayor and Laurel City Council,

The following have been selected by the members of the Laurel Volunteer Fire Department/ Association to become volunteers.

Firefighter

Timothy Frick
Brittney Patterson

They have been selected unanimously by the Department, approved by the Chief of the Department, and are seeking your appointment.

Brent Peters
Fire Chief
Laurel Volunteer Fire Department

File Attachments for Item:

3. Resolution - A Resolution Approving An Increase In Firefighter Call-Out Pay For The City Of Laurel Fire Department.

RESOLUTION NO. R21_____

**A RESOLUION APPROVING AN INCREASE IN FIREFIGHTER CALL-OUT
PAY FOR THE CITY OF LAUREL FIRE DEPARMENT.**

WHEREAS City Firefighters are currently compensated \$8.50 per hour, pursuant to Resolution R05-04, when responding to emergencies and such compensation is commonly known as Call-Out Pay; and

WHEREAS Call-Out Pay has not been increased since 2016; and

WHEREAS, the Fire Chief is recommending an increase to \$10.50 per hour for Call-Out Pay which has been included in the City's annual budget.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, the Call-Out Pay for the City's Firefighters is hereby increased to \$10.50 per hour based upon the request and recommendation of the City's Fire Chief.

Introduced at a regular meeting of the City Council on _____2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this __th day of _____2021.

APPROVED by the Mayor this __day of _____2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

File Attachments for Item:

4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With MP Environmental For Services Relating To Cleaning Of The City's Backwash Pond.

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 16th day of September 2021, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and MP Environmental, a contractor licensed to conduct business in the State of Montana, whose address is 3748 Green Acres Drive Billings, MT 59101, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated September 15, 2021, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor six thousand six hundred dollars and no cents (\$6,600.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is

interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles

used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

**SECTION FIVE
INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

**SECTION SIX
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 15th DAY OF SEPTEMBER 2021.

CITY OF LAUREL

CONTRACTOR

Thomas C. Nelson, Mayor

MP Enviornmental

ATTEST:

Employer Identification Number

Bethany Langve, Clerk/Treasurer



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

[Get Adobe Reader Now!](#)

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH MP ENVIRONMENTAL FOR SERVICES RELATING TO CLEANING OF THE CITY'S BACKWASH POND.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Agreement between the City of Laurel and MP Environmental a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ___ day of _____, 2021.

APPROVED by the Mayor this ___ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

File Attachments for Item:

5. Resolution - A Resolution Declaring The Existing Playground Equipment Located At Kids' Kingdom "Surplus Property" And Authorizing Its Removal And Disposal By City Staff And Volunteers.

RESOLUTION NO. R21-__

A RESOLUTION DECLARING THE EXISTING PLAYGROUND EQUIPMENT LOCATED AT KIDS' KINGDOM "SURPLUS PROPERTY" AND AUTHORIZING ITS REMOVAL AND DISPOSAL BY CITY STAFF AND VOLUNTEERS.

WHEREAS, the City of Laurel owns the existing playground equipment currently installed at the City Park Location known as the Kids' Kingdom; and

WHEREAS, the playground equipment is dilapidated and no longer in a safe and useable condition, and city staff is recommending its removal due to its condition; and

WHEREAS, the Council has the authority to dispose of the worn-out equipment by declaring it surplus and of no value to the City; and

WHEREAS, the existing equipment has no sale or salvage value and should be removed and disposed of to enable new playground equipment to be installed by volunteers who intend to donate the new playground equipment to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana:

1. That the city council declares the existing playground equipment located at Kids' Kingdom surplus property pursuant to Montana law; and

2. City Staff and Volunteers are authorized to remove and properly dispose of the existing playground equipment as surplus property.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ___th day of _____, 2021.

APPROVED by the Mayor this ___th day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

File Attachments for Item:

6. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With Lexipol, LLC For Services Provided For The City's Police Department.

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH LEXIPOL, LLC FOR SERVICES PROVIDED FOR THE CITY'S POLICE DEPARTMENT.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Agreement between the City of Laurel and Lexipol, LLC a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ___ day of _____, 2021.

APPROVED by the Mayor this ___ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



Addendum to Online Subscription Agreement (OSA) between Lexipol and Laurel Police Department (Montana).

Effective Date: _____

Agency is purchasing the following additional service:

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Law Enforcement Tier II Implementation	USD 3,000.00	USD 3,000.00
	One-Time Line Items Total		USD 3,000.00
			USD 3,000.00
		TOTAL:	USD 3,000.00

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Terms and Conditions: This subscription order falls under the provisions of the original Online Subscription Agreement signed by the authorized agent for the above agency. The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the Terms and Conditions of Use of the original Online Subscription Agreement. These Terms and Conditions are valid through the subscription agreement period. This document represents additional services to be provided, subject to the foregoing Terms and Conditions of Use. AGENCY HEREBY AGREES WITH THESE TERMS AND CONDITIONS OF USE AS APPLICABLE TO THE SERVICES ACQUIRED VIA THIS ADDENDUM.

The subscription agreement is authorized and approved by:

Agency

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol

Signature: _____

Print Name: Van Holland

Title: Chief Financial Officer

Date Signed: _____

Please return to: Fax: (469)731-0847 – Email: contracts@lexipol.com
 Send: Lexipol LLC, 2611 Internet Blvd. Suite 100, Frisco, TX 75034



SOLUTIONS PROPOSAL



PREPARED FOR:

Laurel Police Department
Chief Stanley Langve
slangve@laurel.mt.gov
(406) 628-8737

PREPARED BY:

Rosemarie Curran
rcurran@lexipol.com
(949) 272-5818

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training, mental health and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Laurel Police Department to address your unique challenges.

Scope of Services

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Standard Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's state specific master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- One-on-one review with your agency to discuss the cross-reference report

Implementation Policy Tier I: High-Risk Policies

Benefit from our proven, systematic approach to implementing policies. Tier I represents about 20% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier II: High-Liability Policies

Benefit from our proven, systematic approach to implementing policies. Tier II represents about 20% of the manual, including policies that relate to common day-to-day calls for service that have a higher level of potential liability. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier III: Daily Operations Policies

Benefit from our proven, systematic approach to implementing policies. Tier III represents about 20% of the manual, including policies needed for orderly daily operations of your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier IV: Defensibility Policies

Benefit from our proven, systematic approach to implementing policies. Tier IV represents about 20% of the manual, including policies essential to agency and agency member defensibility, including civil liability-related topics. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier V: Operational Consistency Policies

Benefit from our proven, systematic approach to implementing policies. Tier V represents about 20% of the manual, including policies needed to ensure operational consistency across your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Proposal

Prepared By: Rosemarie Curran
 Phone: (949) 272-5818
 Email: rcurran@lexipol.com

Quote #: Q-11445-1
 Date: 9/2/2020
 Valid Through: 12/1/2020

Overview

Lexipol empowers first responders and their communities to best serve the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support for first responders and government leaders, helping address public safety challenges and improve the quality of life for all community members. Our solutions encompass state-specific policies, online learning, behavioral health resources, funding assistance, and news and analysis, including the online digital communities Police1, FireRescue1, EMS1, Corrections1 and Gov1. The services proposed below are designed to meet your agency's specific goals and needs.

Subscription + Tier 1 *- IGNORE THIS IS ALL COVERED BY MMIA PILOT PROGRAM*

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 8,832.00	25%	USD 0.00	USD 8,832.00
	Subscription Line Items Total			USD 0.00	USD 8,832.00
1	Law Enforcement Tier I Implementation	USD 7,000.00		USD 0.00	USD 7,000.00
	One-Time Line Items Total			USD 0.00	USD 7,000.00
				USD 0.00	USD 15,832.00
Subscription + Tier 1 TOTAL:					USD 15,832.00

Implementation

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Standard Policy Cross Reference	USD 1,500.00		USD 0.00	USD 1,500.00
1	Law Enforcement Tier II Implementation	USD 3,000.00		USD 0.00	USD 3,000.00
1	Law Enforcement Tier III Implementation	USD 2,400.00		USD 0.00	USD 2,400.00
1	Law Enforcement Tier IV Implementation	USD 4,000.00		USD 0.00	USD 4,000.00
1	Law Enforcement Tier V Implementation	USD 1,700.00		USD 0.00	USD 1,700.00
	One-Time Line Items Total			USD 0.00	USD 12,600.00
				USD 0.00	USD 12,600.00
Implementation TOTAL:					USD 12,600.00

PRICE REFLECTED IN ADD.

*Law Enforcement Policy pricing is based on 14 Law Enforcement Sworn Officers. Law Enforcement Cross Reference Professional Services pricing is based on 150 pages.



MISSION CRITICAL SOLUTIONS

TO HELP YOU

Enhance personnel & community safety

Reduce risk

Save time and money

Improve compliance and accountability

Streamline training management

Simplify policy management

Identify available funding

Stay up to date on industry news and trends

Created in 2003 by two attorneys (and former law enforcement officers), Lexipol was born from a vision of a better, safer way to run a public safety agency.

It was a perfect combination: Bruce Praet's courtroom experience representing public safety agencies and Gordon Graham's foundation in risk management principles, including a unique approach to training he created while at the California Highway Patrol.

From that foundation, Lexipol grew to form an entire risk management solution for public safety and local government.

We started by developing comprehensive, continuously updated policies for public safety agencies. Then we added services such as

such as online training, grant services and an electronic policy management platform, as well as the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

2 SERVING
MILLION
FIRST RESPONDERS

Today, we serve more than 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries.



THOUSANDS OF YEARS OF EXPERIENCE ON YOUR SIDE

We've grown a lot from those first days when Bruce, Gordon and few other early believers wrote policies on their days off.

Today, Lexipol is backed by the expertise of 320 people with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, labor negotiations, Internal Affairs, use of force, hazmat and a whole lot more.

That means no more trying to figure out policy and develop training content on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

WHAT WE DO

POLICIES AND UPDATES

- State-specific policies, fully developed and continuously updated
- Training bulletins to reinforce policy understanding
- Policy implementation services
- State-of-the-art policy management platform
- Electronic policy acknowledgement tracking

ONLINE LEARNING

- Ability to upload and assign agency-specific training content
- Full courses and microlearning videos
- Certified training provider/continuing education acceptance
- Full-service LMS with electronic reporting, tracking and training management

GRANT SERVICES

- GrantFinder: A real-time, online grant research tool
- Grant Writing Services: Personalized consulting and grant application development
- Grant Assistance Platform: Continuous pre-award grant assistance

NEWS AND ANALYSIS

- Articles, videos and real-world training tips
- Rapid response coverage
- Product research
- Instructional guides

FIRE RESCUE 1

EMS 1

GOV 1

PROVIDING YOU PEACE OF MIND

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues related to policies and training that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law

ON TOP OF INDUSTRY CHANGES



Our content development teams continuously monitor for new state and federal legislation—we reviewed more than 9,000 new laws and regulations last year—as well as case law and research reports. When new challenges arise—such as COVID-19, the opioid epidemic or an increase in active shooter events—we create online resources and training to prepare your personnel to meet these risks. So you can spend more time focusing on operational priorities and less time worrying whether your policies and training are up to date.

TRUSTED BY BIG & SMALL

Community protection comes in all sizes. That's why we designed Lexipol's policy and training solutions to work with agencies big and small and those in between. We partner with more than 8,100 public safety agencies and municipalities across the United States—law enforcement agencies, career and volunteer fire departments, EMS agencies, corrections facilities, juvenile detention facilities, probation departments and local government organizations *just like yours*.

CONTACT US TODAY TO LEARN MORE



www.lexipol.com | 844-312-9500 |   

File Attachments for Item:

7. Resolution - A Resolution Requesting Distribution Of Bridge And Road Safety And Accountability Program Funds

RESOLUTION NO. R21-__

**A RESOLUTION REQUESTING DISTRIBUTION OF
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS**

WHEREAS, the Bridge and Road Safety and Accountability Account requires the Montana Department of Transportation to allocate accrued funds to cities, towns, counties, and consolidated city-county governments for construction, reconstruction, maintenance, and repair of rural roads, city or town streets and alleys, bridges, or roads and streets that the city, town, county, or consolidated city-county government has the responsibility to maintain; and,

WHEREAS, a city, town, county, or consolidated city-county government that requests funds under the Bridge and Road Safety and Accountability Account must match each \$20 requested with \$1 of local government matching funds; and,

WHEREAS, a city, town, county, or consolidated city-county government requesting distribution of allocated funds may make such a request to the Department of Transportation between March 1 and November 1 of the year the funds were allocated; and,

WHEREAS, the project to be funded is a Citywide Street Improvement Project; and,

WHEREAS, the local match for the allocated funds has been budgeted from Fund 2500 Street Maintenance Fund.

THEREFORE, NOW BE IT RESOLVED THAT:

1. The City of Laurel requests distribution of its share of the allocated Bridge and Road Safety and Accountability funds to be used for the projects identified herein.
2. That the Council hereby empowers and authorizes the Mayor or other staff to execute such further documents as may be necessary to facilitate the distribution of said funds.

Adopted this 28th day of September 2021.

Mayor Thomas C. Nelson

ATTEST:

Bethany Langve Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



VISION ZERO
 zero deaths
 zero serious injuries

Montana Department of Transportation

2701 Prospect
 PO Box 201001
 Helena MT 59620-1001

Greg Gianforte, Governor
 Malcolm "Mack" Long, Director

January 8, 2021

City Clerk
 City of Laurel
 PO Box 10
 Laurel, MT 59044-0010

Subject: Bridge and Road Safety and Accountability Program (BaRSAA)/HB 473 Fuel Tax Allocation

MDT is pleased to notify you of your new fuel tax allocation provided by the 2017 legislature thru the Bridge and Road Safety and Accountability Act (BaRSAA) Program (House Bill 473). The new user fee was effective on July 1, 2017.

As provided for in MCA 15-70-130, by March 1 of each year the Montana Department of Transportation (MDT) must allocate BaRSAA funds to each city, town, county and consolidated city-county government in Montana. BaRSAA program funds are in addition to the existing fuel tax distributions provided for in MCA 15-70-101 and 7-14-102(2).

BaRSAA funds are allocated in the same proportion and using the same ratios provided for in MCA 15-70-101(2)(b), (2)(c), and (3). Allocations are calculated based upon the statutory formula. Road mileage reflects each city and county's locally certified mileage received by MDT this past year and the population estimates are based on the 2019 US Census Bureau's population estimates. The allocation available for your local government to request beginning March 1 is summarized below:

Local Government	2021 BaRSAA Allocation
Laurel	\$140,100.32

Beginning March 1, 2021, local governments may request distribution of their 2021 BaRSAA allocation from MDT. Local governments must match each \$20 requested for distribution with at least \$1 of local government budgeted matching funds. Reservation requests can be made between September 1st and November 1st. Per MCA 15-70-130, an adopted resolution is required for distribution and reservation of funds; resolution templates are available on the League of Cities and Towns' and Montana Association of Counties' websites. Distribution and reservation requests must then be made using the WebGrants online application system. This system will allow uploading of the signed resolution and for electronic entry of the information necessary for the distribution and/or reservation of funds to local governments.

Educational resources including a video Webinar and PDF instructions on how to request distribution or reservation of BaRSAA funds, transfer BaRSAA funds, make corrections in WebGrants, and completing and submitting Annual Reports can be found on MDT's website under Road and Bridge. Please note that Annual Reports are due December 31st of each year for all projects still marked as underway in the Webgrants online application system. If you have not submitted annual reports for 2018, 2019 and 2020 projects still marked underway, please do so at your earliest convenience.

Additional information on the BaRSAA program is available on the MDT, Montana Association of Counties, and Montana League of Cities and Towns websites.

<https://www.mdt.mt.gov/roadbridge/>

If you have any questions or to register for the training sessions, please contact Geoff Streeter at (406)444-9131 or gstreeter@mt.gov.



Brian Andersen, Supervisor
MDT Geospatial Information Section

Copy: Carol Strizich
Larry Flynn
Katie Potts
Linda Hicks

2021 HB 473 City Fuel Tax Allocations

City	City Allocation Funds	City	City Allocation Funds
ALBERTON	\$11,272.42	JORDAN	\$15,782.77
ANACONDA	\$115,056.93	JUDITH GAP	\$7,447.96
BAINVILLE	\$14,106.24	KALISPELL	\$453,349.03
BAKER	\$53,881.42	KEVIN	\$10,474.35
BEARCREEK	\$4,129.84	LAUREL	\$140,100.32
BELGRADE	\$175,176.49	LAVINA	\$8,200.44
BELT	\$14,458.17	LEWISTOWN	\$144,896.50
BIG SANDY	\$23,310.17	LIBBY	\$73,154.69
BIG TIMBER	\$47,530.99	LIMA	\$11,647.66
BILLINGS	\$1,990,850.36	LIVINGSTON	\$172,808.55
BOULDER	\$35,926.61	LODGE GRASS	\$12,773.58
BOZEMAN	\$864,776.39	MALTA	\$51,872.90
BRIDGER	\$22,059.98	MANHATTAN	\$51,115.09
BROADUS	\$16,863.52	MEDICINE LAKE	\$12,498.72
BROADVIEW	\$6,945.17	MELSTONE	\$7,065.86
BUTTE	\$658,534.99	MILES CITY	\$195,414.18
CASCADE	\$21,081.42	MISSOULA	\$1,289,370.42
CHESTER	\$28,164.68	MOORE	\$10,503.53
CHINOOK	\$36,462.71	NASHUA	\$14,358.35
CHOTEAU	\$57,091.54	NEIHART	\$4,635.99
CIRCLE	\$23,987.24	OPHEIM	\$7,814.75
CLYDE PARK	\$11,968.96	OUTLOOK	\$5,666.35
COLSTRIP	\$50,548.36	PHILIPSBURG	\$30,910.27
COLUMBIA FALLS	\$111,893.96	PINESDALE	\$23,190.36
COLUMBUS	\$54,294.81	PLAINS	\$27,225.99
CONRAD	\$64,045.87	PLENTYWOOD	\$45,957.65
CULBERTSON	\$24,928.81	PLEVNA	\$8,086.88
CUT BANK	\$68,796.15	POLSON	\$117,325.28
DARBY	\$18,078.81	POPLAR	\$20,351.94
DEER LODGE	\$77,444.99	RED LODGE	\$67,582.84
DENTON	\$11,948.74	REXFORD	\$3,456.78
DILLON	\$92,332.18	RICHEY	\$9,469.73
DODSON	\$6,579.66	RONAN	\$47,574.16
DRUMMOND	\$8,940.72	ROUNDUP	\$57,061.40
DUTTON	\$13,215.44	RYEGATE	\$10,928.66
EAST HELENA	\$53,801.29	SACO	\$10,804.67
EKALAKA	\$16,554.87	SAINT IGNATIUS	\$20,136.46
ENNIS	\$27,314.90	SCOBEY	\$34,923.83
EUREKA	\$37,123.95	SHELBY	\$100,778.26
FAIRFIELD	\$20,089.39	SHERIDAN	\$18,502.79
FAIRVIEW	\$28,988.77	SIDNEY	\$137,958.57
FLAXVILLE	\$4,759.64	STANFORD	\$16,515.97
FORSYTH	\$53,658.49	STEVENSVILLE	\$41,814.94
FORT BENTON	\$52,267.53	SUNBURST	\$20,862.06
FORT PECK	\$15,074.43	SUPERIOR	\$25,150.12
FROID	\$11,032.18	TERRY	\$32,597.29
FROMBERG	\$12,292.95	THOMPSON FALLS	\$40,812.96
GERALDINE	\$13,188.56	THREE FORKS	\$55,619.19
GLASGOW	\$75,489.29	TOWNSEND	\$46,455.91
GLENDIVE	\$110,194.93	TROY	\$23,868.52
GRASS RANGE	\$5,576.58	TWIN BRIDGES	\$12,348.80
GREAT FALLS	\$1,084,908.19	VALIER	\$28,690.30
HAMILTON	\$101,633.70	VIRGINIA CITY	\$15,809.55
HARDIN	\$82,602.55	WALKERVILLE	\$28,680.92
HARLEM	\$22,292.66	WEST YELLOWSTONE	\$33,482.33
HARLOWTON	\$30,654.50	WESTBY	\$7,046.67
HAVRE	\$187,821.18	WHITE SULPHUR SPRINGS	\$37,173.72
HELENA	\$662,535.26	WHITEFISH	\$185,490.58
HINGHAM	\$7,593.26	WHITEHALL	\$28,125.39
HOBSON	\$10,838.90	WIBAUX	\$21,674.39
HOT SPRINGS	\$20,482.25	WINIFRED	\$9,732.32
HYSHAM	\$12,301.75	WINNETT	\$12,032.99
ISMAY	\$4,250.68	WOLF POINT	\$61,074.37
JOLIET	\$13,942.43		

Total City Allocations: \$11,894,187.60

2021 HB 473 County Fuel Tax Allocations

County	County Allocation Funds
BEAVERHEAD	\$165,306.29
BIG HORN	\$150,623.34
BLAINE	\$133,994.85
BROADWATER	\$70,429.03
CARBON	\$97,931.97
CARTER	\$68,844.15
CASCADE	\$228,009.18
CHOUTEAU	\$156,434.11
CUSTER	\$92,109.08
DANIELS	\$56,705.21
DAWSON	\$95,282.43
DEER LODGE	\$43,567.68
FALLON	\$55,526.48
FERGUS	\$147,480.60
FLATHEAD	\$557,458.06
GALLATIN	\$394,755.67
GARFIELD	\$101,146.68
GLACIER	\$133,630.05
GOLDEN VALLEY	\$37,370.95
GRANITE	\$64,011.25
HILL	\$151,939.38
JEFFERSON	\$113,772.56
JUDITH BASIN	\$69,275.87
LAKE	\$201,630.18
LEWIS AND CLARK	\$303,641.23
LIBERTY	\$67,004.98
LINCOLN	\$234,186.46
MADISON	\$136,377.47
MCCONE	\$75,170.51
MEAGHER	\$55,270.11
MINERAL	\$66,480.75
MISSOULA	\$361,962.25
MUSSELSHELL	\$65,134.76
PARK	\$123,589.74
PETROLEUM	\$41,668.52
PHILLIPS	\$132,282.57
PONDERA	\$78,654.22
POWDER RIVER	\$75,741.78
POWELL	\$77,485.69
PRAIRIE	\$50,189.56
RAVALLI	\$314,047.00
RICHLAND	\$99,678.40
ROOSEVELT	\$117,604.95
ROSEBUD	\$132,058.56
SANDERS	\$134,484.10
SHERIDAN	\$82,869.36
SILVER BOW	\$44,439.41
STILLWATER	\$108,241.20
SWEET GRASS	\$55,480.22
TETON	\$110,433.40
TOOLE	\$80,166.79
TREASURE	\$24,604.18
VALLEY	\$168,346.92
WHEATLAND	\$40,320.48
WIBAUX	\$33,077.19
YELLOWSTONE	\$361,912.64
Total County Allocations:	\$7,239,840.45

File Attachments for Item:

8. Ordinance - An Ordinance Amending Certain Chapters Of Title 8 Of The Laurel Municipal Code Relating To Health And Safety Matters, Including Nuisances For The City Of Laurel.

ORDINANCE NO. 021-__

AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 8 OF THE LAUREL MUNICIPAL CODE RELATING TO HEALTH AND SAFETY MATTERS, INCLUDING NUISANCES FOR THE CITY OF LAUREL.

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating chapters, sections and subsections to address situations and problems within the City and to remain in accordance with Montana law; and

WHEREAS, the City's Public Works Department Staff and Police Department worked to prepare the following amendments to the Laurel Municipal Code to enable the City to ensure the health, safety and welfare of its citizens; and

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing Title 8 as noted herein and hereby recommends the same to the City Council for their full approval.

Title 8 - HEALTH AND SAFETY

Chapters:

Chapters 8.01 - 8.03 – RESERVED

Chapter 8.04 - GARBAGE AND RUBBISH

Sections:

8.04.010 - Definitions.

Cinder and ashes mean the residue from the burning of wood, coal, coke or other combustible materials in homes, stores, institutions, and small industrial establishments, for the purpose of heating, cooking and disposing of waste combustible materials.

"Garbage" means and includes animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of foods. It is composed largely of organic matters and their natural moisture content. The term does not include within its meaning food processing wastes from canneries, slaughterhouses, packing plants or similar industries, or large quantities of condemned food products. Garbage originates primarily in kitchens, stores, markets, restaurants, hotels, and other places where food is stored, cooked, or consumed.

Refuse means all solid waste of any kind or type legally disposed of through the operations of the city.

"Inflammable rubbish" or "combustible rubbish" means miscellaneous flammable materials. Generally it is the organic component of rubbish, such as paper, rags, cartons, boxes, wood, excelsior, furniture, bedding, rubber, leather, tree branches, yard trimmings and similar material.

Formatted: Font: (Default) Times New Roman, 12 pt, Italic

Ordinance No. 021-__ LMC Title 8 Health and Safety Amendments

~~"Noncombustible rubbish" means miscellaneous refuse materials that are nonflammable at ordinary temperatures. For the most part it is the inorganic component of rubbish, such as tin cans, metals, mineral matter, glass, crockery, dust, metal furniture, etc.~~

A. *Combustible rubbish* means miscellaneous flammable materials. Generally, it is the organic component of rubbish, such as paper, rags, cartons, boxes, wood, wood shavings, ~~furniture~~, bedding, rubber, leather, ~~tree branches~~, yard trimmings and similar material.

B. *Noncombustible rubbish* means miscellaneous refuse materials that are nonflammable at ordinary temperatures. For the most part it is the inorganic component of rubbish, such as tin cans, metals, mineral matter, glass, crockery, dust, metal furniture, etc.

C. *Yard Rubbish* means refuse consisting of tree branches, twigs, grass and shrub clippings, cut weeds, fallen leaves and garden waste materials.

Formatted: Font: (Default) Times New Roman, 12 pt, Italic

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.3" + Indent at: 0.55"

Formatted: Font: (Default) Times New Roman, 12 pt, Italic

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.3" + Indent at: 0.55"

(Prior code § 8.12.010)

8.04.020 - Disposal required in general.

The disposal of garbage, rubbish and other wastes shall be as the city council orders by ordinance and regulation.

- A. Any out of city resident or inhabitant may not use any city trash containers for depositing garbage, rubbish, trash, etc.
- B. ~~Any person violating the terms of this chapter shall be guilty of a misdemeanor and punished according to this code. Violations of this chapter are designated as misdemeanors and punishable by penalties specified in subsection 1.36.010 A.~~
- C. Nothing herein shall prohibit any bona fide tourist or transient from using such trash collectors.

(Prior code § 8.12.020)

8.04.030 - Removal of bulky items ~~not required~~.

The regular collection services shall not remove such items as tires, crates, refrigerators, stoves, air-conditioners, sofas, chairs, mattresses, box springs, pipe, auto parts, mufflers, tree limbs, trees and shrubbery cuttings (unless these cuttings can be placed in covered receptacles as provided by the city) and other like items. The owner or occupant of any building, house, structure or land shall have these prohibited items removed and deposited in the city disposal area or other approved disposal area at his own expense within three days. Failure of owner or occupant to remove prohibited items from receptacles, alleys or streets may be removed therefrom at the expense of the owner of the property. The city may submit a bill to the persons liable for the removal of such items. If the amount is not paid within ten (10) days after the bill submittal, then the charge shall be collected in the same manner as the collection of other solid waste fees, as provided in this chapter.

Ordinance No. O21-__ LMC Title 8 Health and Safety Amendments

(Prior code § 8.12.052)

8.04.040 - Certain matter not to be placed in receptacles.

A. Infectious Waste – Waste that is defined as “infectious waste” in Section 75-10-1003 Montana Code Annotated.

1. Infectious wastes shall not be placed with other noninfectious wastes or refuse for normal collection by the city.
2. Clothing taken from persons with infectious diseases shall not be placed in receptacles.
3. It is unlawful for any person to dispose of or deposit in the city container site any infectious wastes which have not been treated as described in Section 75-10-1005 Montana Code Annotated, so as to render them noninfectious and no longer biological hazardous.

B. Inflammable Waste; acids and explosives

No person shall place or cause to be placed in or near the receptacles provided for the removal of refuse, any highly inflammable wastes, acids, explosives or dangerous or corrosive chemicals.

C. Other matter not to be placed in receptacles.

The following items shall not be placed in the receptacles provided for the removal of refuse:

Dead animals; poisons; heavy metals or metal parts; lumber; dirt; rocks; bricks; concrete; concrete blocks; tires; crates; refuse from construction or remodeling; unbagged saw dust; unbagged leaves or grass clippings; other unbagged material which is incapable of being transferred from the receptacle to city refuse collection equipment without being deposited on the surrounding property.

8.04.050 – Preparation of refuse for collection

- A. Animal feces and materials impregnated with urine must be enclosed in a leakproof bag before being placed in a city container.
- B. Combustible rubbish of every kind whatsoever shall be securely wrapped, packed or contained in a manner that will prevent scattering by the wind and shall be deposited in a proper receptacle.
- C. Yard rubbish shall be bagged, packed or contained before being deposited in a receptacle.

Formatted: Font: (Default) Times New Roman, 12

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: (Default) Times New Roman, 12

(Ord. 03-2, 2003; Ord. 801, 1985; prior code § 8.12.054 (part))

8.04.060 - Accumulation of rubbish in public places prohibited.

Ordinance No. O21-__ LMC Title 8 Health and Safety Amendments

- A. No person shall accumulate any rubbish including any dry leaves, dead limbs, or old lumber and allow the same to be stored in any street, alley or public place.
- B. It shall be the duty of the owner or occupant of any premises within the city limits to keep such premises and one-half of the alley immediately adjacent thereto and the gutter in front of or adjoining his or her property clean, open and free of wastepaper, cans, leaves or any unhealthy materials of any kind.

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.55" + Indent at: 0.8"

(Prior code § 8.12.060)

8.04.070 - Unauthorized use of receptacles prohibited.

- A. It is unlawful for any person to place or permit another to place, any garbage or trash in any receptacle, at any refuse collection point or in any refuse container used in the city container collection service unless the refuse is from the premises served by the container or from the premises at which the receptacle or collection point is located.
- B. City service containers at several points in city areas are provided for refuse from apartment house areas, businesses, and institutions within the city limits, and refuse from outside the city limits shall not be placed in the city service containers.
- C. It is unlawful for any person to place or deposit, or permit another to place or deposit, prohibited refuse in city service containers or to put anything on the ground at these locations.
- D. The owner or occupant of any building, house, structure or land shall cause to be removed all refuse items of the nature which are prohibited to the regular collection service, and which are located, owned or deposited on the property or on the public right-of-way shall be prima facie evidence that such owner or occupant failed to remove, as provided by this ordinance, at his own expense, the refuse or other item or items so stored or located thereon. Removal within three days of notice by city is required.

(Prior code § 8.12.054(A))

8.04.0380 - ~~Sanitation~~ Public works director to determine user classification.

The sanitation-public works director shall determine the average volume of garbage and rubbish produced, the amount of service provided and degree of use for all business, commercial, educational and other institutions, and shall recommend to the city council the proper classification of such users.

(Prior code § 8.12.040)

8.04.0940 - Residential ~~garbage fees~~ rates.

- A. The residences of the city are divided into fair and reasonable types according to their structure and uses for the purpose of garbage and trash accumulation and removal. All collections will be made either from the alley, where alley exists, or from a place easily

accessible to the street from which the collections are made. No collections shall be made from inside structures or other enclosures.

- B. The annual residential ~~refuse collection~~ solid waste fees rate shall be as established by resolution of the city council, and may be changed or amended by subsequent resolution of the council from time to time as the council deems necessary. A copy of the residential fee schedule shall be on file in the office of the city clerk-treasurer, ~~and shall be open to inspection by any person.~~

(Ord. 97-2 § 4 (part), 1997; prior code § 8.12.030)

8.04. ~~10050~~ - Residential/commercial ~~garbage fees~~ rates.

~~Refuse~~ Solid waste fees rates at residences where a portion of the building or premises is used for commercial or business purposes shall be increased by the minimum amount of the commercial user class.

(Prior code § 8.12.032)

8.04. ~~11060~~ - Nonresidential ~~garbage fees~~ solid waste fees.

- A. All business, commercial, educational and other nonresidential buildings and other institutions shall be placed into fair and reasonable classes for the purpose of establishing rates for garbage and rubbish accumulation and removal through resolution of the city council.
- B. All resolutions approved by the city council under this section shall be placed on file in the office of the city clerk-treasurer, ~~for public inspection while in force.~~

(Ord. 04-8 (part), 2005; Ord. 97-2 § 4 (part), 1997; prior code § 8.12.034)

8.04. ~~120070~~ - Commercial rates.

The calendar year ~~refuse collection~~ solid waste fee rate for businesses and commercial, educational and other nonresidential buildings and other institutions shall be equal to the rates and fees established from time to time by resolution of the city council. No collections shall be made from inside any structure or other enclosure.

(Ord. 04-8 (part), 2005; prior code § 8.12.042)

8.04. ~~080130~~ - Minimum commercial fee rate.

The minimum fee rate for each business, commercial, educational, and other nonresidential building and other institution shall not be less than the minimum annual residential rate fee.

(Ord. 04-8 (part), 2005; prior code § 8.12.044)

8.04. ~~140990~~ - Commercial classification—~~Sanitation~~ Public works director authority.

Ordinance No. O21-__ LMC Title 8 Health and Safety Amendments

- A. Each business, commercial, educational, and other nonresidential building and other institutions shall be placed in a commercial classification upon the recommendation of the sanitation-public works director after determination of the type of garbage, the volume of garbage, the degree of usage and the required service of the user. Such classification shall be adopted through city council resolution.
- B. User classification, and user's volume of garbage and degree of use may be reviewed by the sanitation-public works director upon request of a commercial, educational, or other nonresidential user, but no more than one such request per calendar year shall be allowed.

(Ord. 04-8 (part), 2005: prior code § 8.12.046)

~~8.04.1500~~ Refuse-Solid waste bill included in water billing.

The annual refuse-solid waste fee shall be payable in twelve equal monthly installments. The refuse-solid waste fee shall be included within the water bill each month, and the city water department is directed not to accept payment of the water bill unless such payment is in the total amount billed which shall include the appropriate refuse-solid waste fee as herein provided. Owners or occupants of premises which do not use water shall be billed monthly by separate billings for the appropriate refuse-solid waste fee for their premises.

(Ord. 1005, 1991: prior code § 8.12.048)

~~8.04.1460~~ - Failure to pay bill constitutes lien.

The charges fixed in this chapter for the collection, removal and disposal of all garbage or trash shall be entered in their respective amounts as charges against each owner, manager, occupant, tenant, or lessee in the amount so fixed and charged shall be collected monthly in connection with and as a part of the water bill of the city. Should any owner, manager, occupant, tenant, or lessee of any place or abode of any business or commercial establishment fail or refuse to pay the charges fixed against him and his place of abode or place of business when due, the refuse-solid waste fee remaining unpaid shall constitute a lien against the real property wherein the premises or business or commercial establishment exists and be placed on the annual property tax statement.

(Prior code § 8.12.050)

~~8.04.120~~ Removal of bulky items not required.

~~The regular collection services shall not remove such items as tires, crates, refrigerators, stoves, air conditioners, sofas, chairs, pipe, auto parts, mufflers, tree limbs, trees and shrubbery cuttings (unless these cuttings can be placed in covered receptacles as provided by the city) and other like items. The owner or occupant of any building, house, structure or land shall have these prohibited items removed and deposited in the city disposal area or other approved disposal area at his own expense within three days. Failure of owner or occupant to remove prohibited items from receptacles, alleys or streets may be removed therefrom at the expense of the owner of the property. The city may submit a bill to the persons liable for the removal of such items. If the~~

~~amount paid within 10 days of the bill. In the absence of such collection, the department shall provide the service~~

Refuse collection and disposal service may be provided within the capabilities of the department to installations with unusual locations, types or accumulations of refuse at a charge established by the [public works](#) director ~~of sanitation~~ based on actual cost.

(Prior code § 8.12.054(B))

8.04.1860 - Simultaneous service when.

The ~~sanitation~~ [public works](#) department shall provide regular collection or container collection system services according to the type and volume of refuse to be removed, economies of operations and capability within the department. Normally, refuse container and regular collection service will be provided to the same installation only at the discretion of the [public works](#) director ~~of sanitation~~.

(Prior code § 8.12.054(C))

8.04.1970 - Parking interfering with containers prohibited.

It is unlawful for any person to park a vehicle of any nature within twenty feet of any container used in the city container collection service in such manner which would interfere with the removal of refuse from such ~~container, or container or~~ block the approach to such container. Proof of ownership of any vehicle violating this section shall be prima facie proof that such owner parked such vehicle.

(Prior code § 8.12.054(D))

8.04.2040 - Damaging containers prohibited.

It is unlawful for any person to damage, either willfully or through negligence, any property of the city used in the city container service.

(Prior code § 8.12.054(E))

8.04.2140 - Doors and lids to be kept closed.

Except when refuse is being loaded into containers, the doors and lids shall be kept closed except at certain locations approved by the director of sanitation.

(Prior code § 8.12.054(F))

8.04.2200 - City to provide sufficient containers.

The city shall provide sufficient containers for all businesses and residences. It is unlawful for any person other than a duly authorized employee of the city to collect or remove any

garbage or trash from garbage and trash receptacles used in the regular city collection service or from any container utilized in the city container collection service.

(Prior code § 8.12.056)

~~8.04.210 – Dump fees/Container site fees.~~

~~The city council shall, by resolution, establish fees to be charged for dumping by commercial contractors and noncity residents of wood; trees; uncompacted garbage, trash or rubbish; mixed loads such as wood or trees or other materials; compacted garbage, trash or rubbish; and construction or demolition materials. The city council shall also establish by resolution, fees to be charged for dumping by city residents of materials from construction or demolition projects for which a city building permit or demolition permit is required. The city council may change, alter or amend any such fee from time to time, at the council's discretion, by further resolution.~~

~~(Ord. 1072, 1993; Ord. 914, 1987; prior code § 8.12.058)~~

~~8.04.220 – Accumulation of rubbish in public places prohibited.~~

~~No person shall accumulate any rubbish including any dry leaves, dead limbs, or old lumber and allow the same to be stored in any street, alley or public place.~~

~~(Prior code § 8.12.060)~~

~~8.04.220 – Accumulation of rubbish in public places prohibited.~~

~~No person shall accumulate any rubbish including any dry leaves, dead limbs, or old lumber and allow the same to be stored in any street, alley or public place.~~

~~(Prior code § 8.12.060)~~

~~8.04.230 – Use of city dump truck permitted when.~~

~~City residents may avail themselves of a city dump truck for disposing of garbage or refuse not allowed in city garbage containers at a rate established by the garbage committee. Spot trucks are made available through the city engineer's office.~~

~~(Prior code § 8.12.065)~~

8.04.2340 - Collection by city exclusive.

It is unlawful for any person other than the city to engage in the business of collecting, removing and disposing of refuse within the jurisdiction of the city, or for any person other than

Ordinance No. O21-__ LMC Title 8 Health and Safety Amendments

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman, 12

Formatted: historynote0

Formatted: historynote0

Formatted: Font: (Default) Times New Roman, 12 pt, Strikethrough

Formatted: Font: (Default) Times New Roman, Strikethrough

Formatted: Font: (Default) Times New Roman, 12 pt, Strikethrough

the city, its agents or employees to do or perform any of the things herein required to be done or performed by the city, except:

- A. As provided in Section 8.04.~~42030~~;
- B. For drop box service for certain matter not to be placed in receptacles (8.04.~~43040~~);
- C. For drop box service for demolition material with or without a building or demolition permit required; ~~or~~
- D. For drop box service ~~for the disposal of shingles at construction sites; and-~~
- E. As provided by MCA 7-2-4736, Preservation of existing garbage or solid waste service in the event of annexation.

(Ord. 1075, 1993)

8.04.~~2450~~ - City service fees and charges.

The city council shall establish fees and charges for additional solid waste related services by resolution.

(Ord. 06-04 (part), 2006)

Chapter 8.08 - CITY CONTAINER SITE

Sections:

8.08.010 - City to operate container site.

The city shall operate a container site for garbage and debris. The director of public works shall be the officer in charge of the container ~~site, and site and~~ shall adopt such rules and regulations as may be required in the operation of the container site. Such rules shall be posted at the entrance of the container site and must be obeyed by all persons using the container site.

(Ord. 1073, 1993; Ord. 1022, 1992; prior code § 8.16.010)

8.08.020 – Container site fees.

The city council shall, by resolution, establish fees to be charged for dumping by commercial contractors, businesses and noncity residents of wood; trees; uncompacted garbage, trash or rubbish; mixed loads such as wood or trees or other materials; compacted garbage, trash or rubbish; and construction or demolition materials. The city council shall also establish by resolution, fees to be charged for dumping by city residents of materials from construction or demolition projects for which a city building permit or demolition permit is required. City residents that do not pay for regular refuse collection will be charged fees for utilization of the container site for disposal of garbage and debris. The city council may change, alter or amend any such fee from time to time, at the council's discretion, by further resolution.

8.08.~~0320~~ - Solid waste fees for noncity residents.

Ordinance No. O21-__ LMC Title 8 Health and Safety Amendments

Formatted: historynote0

- A. The city council shall from time to time by resolution set fees for the depositing of household solid waste at the city container site by noncity residents, and the same may be changed from time to time in the council's discretion by further resolution.
- B. The fees for depositing all other types of garbage, trash or rubbish shall be in accordance with dumping fees as established by resolution of the city council.

(Ord. 1074, 1993; Ord. 1023, 1992; Ord. 810, 1985; prior code § 8.16.020)

Chapter 8.12 -- CRIMINAL NUISANCES

Sections:

8.12.010 – Violations of Chapter 8.12 may be construed as misdemeanors, and are subject to the penalties enumerated in 8.2.110.

8.12.020 - Purpose.

The purpose of this chapter is to regulate conditions in the city that may constitute public nuisances, are injurious to public health, safety, and welfare, obstruct the free use of property or interfere with the comfortable enjoyment of life or property and to provide for the remediation of such nuisances, to protect the public health, safety and welfare and to promote the economic stability of neighborhoods and areas within the city. It is also the purpose of this chapter to prevent and prohibit those conditions which reduce the value of private property, interfere with the enjoyment of public and private property, create, and constitute public nuisances and contribute to the degradation of the character of neighborhoods and the depreciation of property values.

8.12.03~~20~~ – Definitions.

- 1. Vehicle means a two or more wheeled or track vehicle designed to transport one or more persons or properties from one location to another including without limitation: trucks, buses, cars, motorcycles, scooters, farm, and industrial equipment.
 - a. Inoperable vehicle means any discarded, ruined, wrecked, or dismantled vehicle, vehicle parts or components. Any vehicle not capable of immediate and legal operation in accordance with governing and applicable traffic ordinances and statues or any vehicle not having current license plates lawfully affixed thereto.
 - b. Junk vehicle means any vehicle, including component parts that is discarded, ruined, wrecked, dismantled that remains inoperative or incapable of being driven and which is not lawfully and validly licensed. If a vehicle is permanently registered under MCA 61-3-562 and meets the criteria for a junk vehicle, the vehicle is a junk vehicle.

Junk means any worn out, cast-off or discarded article or material which is ready for destruction or has been collected or stored as salvage, for conversion to some other use or for reduction into components. Junk includes but is not limited to old or scrap metal.

rope, rags, household goods, appliances, furniture, vehicle parts or components, batteries, paper, tires, rubber debris or waste, iron, steel and other old or scrap ferrous or nonferrous material.

Open Storage means exposed to the elements or not stored inside an enclosed structure which includes walls on all sides and a roof.

1. Permanent Storage means storage of salvage, rubbish, or junk for a period exceeding five days without moving.

8.12.01240 – ~~Ice, snow, slush on sidewalks.~~ Removal of snow, ice, etc., from sidewalks by abutting property owners

A. It is a ~~public~~ nuisance for the owner, occupant, or person otherwise in charge or control of any premises within the city limits to allow any ice, snow, slush, mud, or other impediment to safe pedestrian travel to accumulate or remain on any sidewalk in front of or adjoining such premises.

Formatted: Font: (Default) Times New Roman, 12

Formatted: Font: (Default) Times New Roman, 12

Formatted: Font: (Default) Times New Roman, 12

~~It shall be the duty of the occupant person in charge or control of the any premises within the city, or in case such premises are unoccupied, the owner or his or her agent to keep the sidewalks in front of and adjoining his or her premise clean and safe for pedestrians, and to repair the same from time to time; and such occupant, owner or agent shall remove snow, ice, mud, slush and other impediment to safe and convenient foot travel, must remove any such impediment from the sidewalks within twenty four (24) hours after its accumulation thereon, and prevent to continuance and accumulation of the same. must keep sidewalks clean and safe for pedestrian travel at all times.~~

(Prior code § 8.04.110)

8.12.020 – Lawn irrigation.

~~No person shall irrigate lawns or shrubbery and allow the water to collect thereon to such an extent that the same overflows on another's property, or overflows and collects in the gutter of the city streets.~~

Formatted: Font: (Default) Times New Roman, 12

(Prior code § 8.04.060)

8.12.030 – ~~Abandoned vehicles, storage or parking of vehicles, storage of trailers and recreational vehicles, storage of salvage, inoperable vehicles or junk vehicles.~~ Open storage of ~~junk, salvage,~~ vehicles, inoperable vehicles or junk vehicles, trailers and recreational vehicles

A. Definitions. For the purposes of this section, the terms used above shall be defined as follows:

Formatted: Font: (Default) Times New Roman, 12

Formatted: Font: (Default) Times New Roman, 12

2. ~~1.~~ *"Automobile Vehicle"* means a two or more wheeled or track vehicle designed to transport one or more persons or properties from one location to another including without limitation: trucks, buses, cars, motorcycles, scooters, farm, and industrial equipment.

Formatted: Font: (Default) Times New Roman, 12 pt, Italic

Formatted: Font: (Default) Times New Roman, 12

Formatted: Font: (Default) Times New Roman, 12

a. Inoperable vehicle means any discarded, ruined, wrecked, or dismantled vehicle, vehicle parts or components. Any vehicle not capable of immediate and legal operation in accordance with governing and applicable traffic ordinances and statues or any vehicle not having current license plates lawfully affixed thereto.

b. Junk vehicle means any vehicle, including component parts that is discarded, ruined, wrecked, dismantled that remains inoperative or incapable of being driven and which is not lawfully and validly licensed. If a vehicle is permanently registered under MCA 61-3-562 and meets the criteria for a junk vehicle, the vehicle is a junk vehicle.

~~1.~~ Junk means any worn out, cast-off or discarded article or material which is ready for destruction or has been collected or stored as salvage, for conversion to some other use or for reduction into components. Junk includes but is not limited to old or scrap metal, rope, rags, household goods, appliances, furniture, vehicle parts or components, batteries, paper, tires, rubber debris or waste, iron, steel and other old or scrap ferrous or nonferrous material.

3. Open Storage means exposed to the elements or not stored inside an enclosed structure which includes walls on all sides and a roof.~~2. "Inoperable vehicle" means any automobile incapable of immediate operation under its own power safety and in concurrence with governing and applicable traffic ordinances and statues or any automobile not having current license plats lawfully affixed thereto.~~

C. Storage or Parking of Vehicles.

1. In all residential zoning districts, storage or parking of commercial vehicles shall be limited to one delivery or delivery type vehicle not to exceed eight thousand pounds GVW (gross vehicle weight).

2. Within the city limits open storage and off-street parking of licensed and operable motor vehicles in any front or side yard shall be on a surface prepared with asphalt or concrete. Open storage and off-street parking of licensed and operable motor vehicles in any rear yard may be on any type of surface.

~~3. Within any residential zoning district, storage or parking of commercial vehicles shall be limited to one delivery or delivery type vehicle not to exceed eight thousand pounds GVW (gross vehicle weight).~~

D. Storage of Trailers and Recreational Vehicles. Snowmobiles, boats, motorized vehicles that are incapable of being legally operated on a public street, or other recreational vehicles and campers, camper trailers or motor homes, and utility/sport trailers ~~whose manufacturers specifications do not exceed ten feet in width and twenty seven feet in length~~ shall be parked or stored as follows:

1. In rear yards; or
2. In side yards, providing that the following conditions are met:
 - a. The property does not have public alley access or other reasonable access to the rear yard,

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.81" + Indent at: 1.06"

Formatted: Font: (Default) Times New Roman, 12

Formatted: Indent: Left: 0.56", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.55" + Indent at:

Formatted: Font: Italic

Formatted: line-indent, Justified, Indent: Left: 0.56", Space After: 7.5 pt, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.55" + Indent at: 0.8", Pattern: Clear (White)

Formatted: Font: (Default) Times New Roman, 12

Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Auto, Not Expanded by / Condensed by , Pattern: Clear

- b. The side yard area to be used for such parking or storage has a prepared surface of gravel, asphalt, or concrete,
 - c. The unit shall not be parked any nearer than three feet from the side lot line or five feet from any door, window, or other opening of a dwelling which provides light, air, entrance to, or exit from the dwelling as needed to preserve the health, safety, and general welfare of the occupants of the dwelling, and
 - d. For purposes of this section, the side yard of a corner lot, which is adjacent to the street, is regarded as a front yard and no such parking or storage is allowed.
3. Trailers may be parked in the street if attached to a towing unit and complying with parking ordinances.
 4. It is unlawful for any person or firm to park or store such vehicles in any front yard.
 5. It is unlawful to occupy campers, camping trailers, or motor homes for living or sleeping purposes for longer than ~~fourteen days per calendar year~~ five ten consecutive days.
 - a. Campers, camper trailers and motorhomes shall not be connected to the city sewer system.

~~E. Storage of Salvage. Permanent open storage of salvage, inoperable vehicles, rubbish, lumber, furniture, appliances, used oil, cans, containers, or other chattel shall not be permitted in any zoning district. Exceptions to these restrictions are principal uses of property (e.g., auto wrecking), which may be permitted in as a business lawfully operated in nonresidential zoning districts, where the storage of such materials is necessary to the operation of the business enterprise.~~

~~(Ord. 03-5, 2003; Ord. 1024, 1992; prior code § 8.04.100)~~

~~8.12.040 – PROHIBITION AGAINST COMMUNITY DECAY OR NUISANCES.~~

~~8.12.040 – Animal Enclosures~~

~~It is a public nuisance for any person to keep or maintain any pen or enclosure, stable or building for animals in such a filthy or unwholesome condition as to be offensive to neighbors or passersby, or injurious to the health of the neighborhood.~~

~~8.12.050 – Noisome substances~~

~~It is a public nuisance to cause or suffer the carcass of any animal or any offal, filth or noisome substance to be collected or to remain in any place in the city, or to the prejudice of others.~~

~~8.12.060 - 8.12.070 – Reserved.~~

~~The City of Laurel has a right of entry when necessary to perform an inspection or to enforce the provisions of this chapter when a violation is reasonably believed to exist.~~

A. A condition which endangers safety or health, is offensive to the senses, or obstructs the free use of property so as to interfere with the comfortable enjoyment of life or property by an

Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Custom Color(49,51,53)

Formatted: Space After: 0 pt, Line spacing: At least 21 pt

Formatted: Normal, Space Before: Auto, After: Auto, Pattern: Clear (White)

Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Custom Color(49,51,53), Expanded by 0.1 pt

Formatted: Indent: First line: 0"

Formatted: Space After: 0 pt, Line spacing: single

Formatted: Font color: Auto, Pattern: Clear

entire community or neighborhood or by any considerable number of persons, including but not limited to, the following:

The enumeration, below, shall not be deemed exclusive, but merely illustrative, it being the intent and purpose of this subsection to include as nuisances, all actions or things of the character described in subsection ~~(1)(a)~~, above.

Formatted: Indent: Left: 0"

1. Accumulating, maintaining or storing in public view on any lot or other parcel of land, any abandoned, discarded, or unused furniture, stoves, sinks, toilets, cabinets, household fixtures or equipment, or junk. If such material is being accumulated as part of an ongoing, active salvage business other than an approved licensed motor vehicle wrecking facility, the salvage business must be located in a properly zoned area for such a business;

Formatted: Indent: Left: 0.5"

2. Accumulating, maintaining or storing in public view on any lot or other parcel of land any junk vehicle, component part of a motor vehicle, or any abandoned, wrecked, dismantled, or inoperative trailers, campers, boats or other water craft. Any person possessing one or more junk vehicles, regardless of ownership, shall shield the vehicles from public view or remove the vehicles to a licensed motor vehicle wrecking facility or to a licensed motor vehicle graveyard, as defined by MCA § 75-10-501 annotated;

3. Dumping, piling, or stacking of bricks, concrete blocks, waste wood and similar material on any lot or other parcel of land, unless said material is stacked in neat piles and all waste materials from the cleaning of such items, such as mortar, wood splinters, broken and unusable bricks, are removed;

4. Maintaining or accumulating on any lot or other parcel of land, garbage, refuse, decaying vegetation, animal bedding, waste or feces, cesspool, water holes, unsealed water tanks, stagnant water, or any other condition which is or may reasonably become infested or inhabited by rodents, reptiles, vermin or wild animals or may furnish a breeding place for mosquitoes or flies;

5. Maintaining or causing or permitting the same on any lot or other parcel of land, any building or premises which is determined to be dangerous or dilapidated. Any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous or dilapidated building, if such conditions or defects exist to the extent that the life, health, property, ~~value of property~~ or safety of the occupants or the public are jeopardized;

6. Fire or other casualty damage in public view which remains unrepaired for a period exceeding six months;

A building which is undergoing construction or remodeling for which a valid building permit has been issued by the city shall not be deemed in violation of this subsection so long as work thereon is prosecuted with reasonable diligence and so long as the building permit has not expired.

Formatted: Indent: Left: 1"

B. Any premises where persons gather for the purpose of engaging in unlawful conduct;

C. A condition which renders dangerous for passage any public highway or right-of-way or waters used by the public.

D. Burning garbage or rubbish within the city limits is specifically prohibited under this chapter;

E. It is a public nuisance to build or maintain an outside toilet within the city limits.

F. It is a public nuisance for any person to cause or permit any noxious, foul or putrid liquid substance to be discharged, placed, or thrown, or to flow from or out of any premises into or upon any adjacent premises, any public street, alley, road or sidewalk, or into any channel or watercourse.

D. A person commits the offense of maintaining a public nuisance if such person knowingly creates, conducts or maintains a public nuisance. The owner of a parcel of property and the occupant of the parcel of property are jointly and severally liable for any violation of this section. There is a rebuttable presumption that the person named as owner of the property on the current assessment list of the state department of revenue is the owner of the property for purposes of this chapter.

E. Any act which affects an entire community or neighborhood or any considerable number of persons (as specified in subsection (a)(1) of this section) is no less a nuisance because the extent of the annoyance or damage inflicted upon individuals is unequal.

8-12-100 - Penalty

A. Unless otherwise specified by the provisions of this chapter, any person who violates the provisions of this chapter shall be deemed guilty of creating and maintaining a public nuisance, and upon conviction thereof shall be punishable by a fine for the first offense of not less than \$100.00 and not more than \$500.00, ~~or by imprisonment for a term not to exceed six months, or both.~~ The second offense shall be punishable by a fine of not less than \$300.00 and not more than \$500.00 or by imprisonment for a term not to exceed ~~six months~~ thirty days, or both. The third or subsequent offense shall be punishable by a fine of \$500.00 or by imprisonment for a term not to exceed ~~six months~~ ninety days, or both.

B. The court may order that in the city be authorized to abate the public nuisance if the property owner or occupant fails to do so, and that the costs incurred by the city in abating said nuisance shall be assessed to the real property and taxed as a special assessment against the same. Interest shall accrue at the rate of ten percent per annum from the date of the court's order.

C. Each day of failure to comply with the provisions of this chapter shall constitute a separate offense.

State Law reference— MCA 7-5-4207.

8.12.110 - Abatement and collection of costs.

The remedies specified in this section shall be in addition to all other remedies provided by law. When a public nuisance has not been voluntarily abated within the time specified in the notice to abate, the following procedure shall apply.

- (1) The city may bring an action in the city court to have the nuisance declared as such by the court and for an order enjoining the public nuisance or authorizing its restraint, removal, termination or abatement by the owner or the person who caused the nuisance or the person who allowed the nuisance to be caused or to continue, or an administrative officer, his authorized representative, a police officer, a code enforcement officer, a community service officer or any person under contract with the city to perform such services.
- (2) The action to declare and abate a public nuisance shall be brought by the city in the name of the people of the city, by the filing of a complaint, which shall be verified or supported by an affidavit. Summons shall be issued and served as provided by state law for civil cases.
- (3) Upon the filing of the complaint in such action, the judge may issue a temporary injunction.
- (4) In such action evidence of the general reputation of the premises is admissible for the purpose of proving the existence of the nuisance.
- (5) If the existence of the nuisance is established, an order of abatement shall be entered as part of the judgment in the case. The judge issuing the order may, in his or her discretion:

 (a) confiscate all fixtures used on the premises to maintain the nuisance and either sell them and transmit the proceeds to the city general fund, destroy them, or return them to their rightful ownership;

 (b) close the premises for any period not to exceed 1 year, during which period the premises shall remain in the custody of the court;

 (c) allow the premises to be opened upon posting bond sufficient in amount to assure compliance with the order of abatement. The bond shall be forfeited if the nuisance is continued or resumed.

or

 (d) any combination of the above.

- (6) A notice of appearance shall be served with the summons and complaint. The appearance date shall be not less than twenty-one days from the date of service. The

trial shall be held upon the appearance date, unless the court grants a continuance for good cause shown.

- (7) The respondent shall file a response on or before the appearance date set forth in the notice of appearance.
- (8) Upon the date and at the time set for appearance and trial, if the respondent has filed no response and fails to appear and if the city proves that proper service was made on the respondent at least twenty-one days prior to the appearance date, the court may grant such orders as are requested by the city; except that, the court shall order that enforcement by the city be stayed for ten days and that a copy of the court's order be mailed to the respondent at his last known address. Failure to appear on any other date set for trial shall be grounds for entering a default and judgment thereon against a non-appearing party. For good cause shown, and prior to enforcement, the court may set aside an entry of default and judgment entered thereon.
- (9) The judgment of the city court may be appealed to the district court.
- (10) The procedure for determining the cost of abatement of a public nuisance will be as follows:

 - a. Code enforcement staff will secure a contract for removal of the nuisance by following the usual city procurement process.
 - b. Code enforcement staff will coordinate the abatement project with contractor, and oversee the work being performed.
 - c. After the city mayor or his designee and the code enforcement staff have approved the final bill it will be forwarded to the city finance department for payment.
 - d. A copy of approved bill(s) and proof of disbursement is placed in the code enforcement file maintained by code enforcement staff. These documents, along with the itemized abatement expense report are used to determine the total cost of abatement for the property. Costs that may be included on the abatement expense report are shown in subsection (7) h below. The abatement expense report is then certified and transmitted to the finance department for approval of assessment on the real property being abated.
 - e. The property owner will then be sent an abatement expense report for the subject property and be given notice that any assessment that is not paid shall become a lien upon the property and is enforceable in the same manner as nonpayment of property taxes. The interest fee will be waived for any payments made within thirty days of notice.
 - f. A summary listing of the assessments, tax codes, and property owners will be kept by the clerk and recorder through August 31st of each year, and the list shall be presented to the department of revenue for billing on the next real property tax statement.
 - g. A special abatement fund will be established to account for costs, collections, and transactions necessary to the efficient operation of the program. Assessment funds collected are returned to the designated abatement account for future use on other involuntary property abatements or for transfer back to the city general fund.

h. The city shall determine the actual costs of cleanup and involuntary abatement actions and document such costs. The following expenses will be assessed as the actual costs of abatement of a nuisance condition:

1. Code Enforcement staff time/mileage/other costs.
2. Police department staff time/mileage.
3. Other involved city staff time/mileage/other cost.
4. Postage/mailing costs.
5. Other direct costs associated with abatement.
6. The statutory judgment interest rate of ten percent per annum computed on above costs which will be waived if the total cost of abatement is paid by the property owner within thirty days of notice.

i. The code enforcement staff has the discretion to coordinate and incur reasonable costs and services necessary for the safe, effective, and efficient cleanup of designated involuntary abatement properties. The code enforcement staff will notify the city mayor or his designee before any additional contracted costs in excess of one thousand dollars are incurred.

Chapter 8.13 – FIREWORKS (Prior code § 8.16)

Sections:

Footnotes:--- (1) ---

Editor's note— Ord. No. 011-06, adopted May 17, 2011, amended Ch. 8.16 in its entirety and enacted similar provisions as set out herein. The former Ch. 8.16 derived from prior Code §§ 9.08.050 and 9.08.060; and Ord. 1006, adopted in 1991.

• 8.13.010 - Prohibited except in certain areas.

The discharge, firing or use of firecrackers, rockets, torpedoes, Roman candles, or other fireworks or substances designed or intended for pyrotechnic display or demonstration within the city is prohibited; except as provided in this chapter. The mayor may at any time permit a public display or fireworks under such conditions as he/she may prescribe.

(Prior code § 9.08.050)

(Ord. No. 011-06, 5-17-2011)

Formatted: Font: (Default) Times New Roman, 12 pt, Not Bold, Font color: Auto

Formatted: No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt, Expanded by 0.1 pt

Formatted: Space Before: Auto, After: Auto

Formatted: Font: (Default) Times New Roman, 12 pt, Bold

Formatted: Space Before: Auto, After: Auto

Formatted: Font: (Default) Times New Roman, 12 pt, Expanded by 0.1 pt

• **8.13.020 - Sale prohibited in city limits.**

It is unlawful for any person to offer for sale, expose for sale, or sell at retail or wholesale, within the corporate limits of the city, any fireworks of any nature whatsoever.

(Ord. 1006, 1991: prior code § 9.08.060)

(Ord. No. O11-06, 5-17-2011)

• **8.13.030 - Discharging dates and times.**

1.The discharge of fireworks within the city limits of Laurel is prohibited except as follows:

A. July 2 from 8:00 a.m. until 11:59 p.m.;

B. July 3 from 8:00 a.m. until 11:59 p.m.;

C. July 4 from 8:00 a.m. to 12:30 a.m. on July 5; and

D. December 31 from 10 p.m. until 12:30 a.m. on January 1.

2.The mayor, or designee, shall determine if there are special circumstances that warrant the discharge of fireworks not provided for in this section, and authorize such use if the circumstance is community wide and of national, state and local significance.

3.Professional Fireworks Displays Using Display Fireworks. Public displays of fireworks by a licensed, bonded pyrotechnic operator are exempt from this section. Permits for any public display by a licensed bonded pyrotechnic operator from the mayor are required to conduct a public fireworks display. "Display fireworks" means an aerial shell, salute, flash shell, comet, sky battle, mine, and any similar 1.3g (display fireworks) and 1.4g (consumer fireworks) explosive as defined by the U.S. Department of Transportation in Part 173, Title 49, Code of Federal Regulations.

(Ord. No. O11-06, 5-17-2011)

• **8.13.040 - Possession illegal.**

1.Possession of fireworks not allowed to be sold or discharged by the state of Montana is illegal.

2.It shall be unlawful for any parent, guardian, or custodian of any child, the child being age twelve or younger, to permit or consent to the possession or discharge by the child of any fireworks as defined herein, unless that parent, guardian or custodian be in direct

Formatted: Space Before: Auto, After: Auto

Formatted: Space Before: Auto, After: Auto

supervision of the child at the time of discharge. For purposes of this section "direct supervision" means the overall direction and control of an individual and requires the individual furnishing direct supervision to be present and immediately available to furnish assistance while he or she is in possession of or is discharging any and all fireworks. Direct supervision also requires the individual directly supervising to control the application of flame or other means of discharge of the firework and must be no greater than 10 feet away from the individual being directly supervised at time of the firework's discharge.

(Ord. No. O11-06, 5-17-2011)

• **8.13.050 - Permissible fireworks.**

Shall be the same as those authorized by the State of Montana.

(Ord. No. O11-06, 5-17-2011)

• **8.13.060 - Littering illegal.**

It shall be illegal for anyone to leave debris from discharged fireworks on any public place including, but not limited to, parks, sidewalks, streets, and alleys, or on private property not owned by the individual discharging the fireworks.

(Ord. No. O11-06, 5-17-2011)

• **8.13.070 - Enforcement.**

1. City police officers shall enforce this chapter.

2. Any police officer charged with enforcing this chapter may:

A. Issue a notice to appear to Laurel City Court for violations of this chapter; and/or

B. Seize fireworks that are offered for sale, sold, or in the possession of any individual in violation of this chapter.

3. Any person who violates these rules and regulations shall be guilty of a misdemeanor and subject to the following fines:

° 1st offense—Two hundred fifty dollars;

° 2nd offense—Three hundred fifty dollars;

° 3rd offense and higher—Five hundred dollars.

Formatted: Space Before: Auto, After: Auto

(Ord. No. O11-06, 5-17-2011)

• **8.13.080 - Fireworks prohibited on all city or public property.**

Fireworks may not be discharged in or on any park, city or public property.

(Ord. No. O11-06, 5-17-2011)

Formatted: Font: (Default) Times New Roman, 12

• **Chapter 8.14 - MISCELLANEOUS FIRE PROTECTION REGULATIONS^[2]**

Sections:

Formatted: Space Before: Auto, After: Auto

Footnotes:

Formatted: Font: (Default) Times New Roman, 12 pt, Expanded by 0.1 pt

--- (2) ---*Editor's note*— Ord. No. O10-03, adopted Aug. 17, 2010, amended Ch. 8.20 in its entirety and enacted similar provisions as set out herein. The former Ch. 8.20 derived from Ord. 926, adopted in 1987; and prior code §:s 9.08.010 and 9.08.020.

Formatted: Space Before: Auto, After: Auto

Formatted: Font: (Default) Times New Roman, 12 pt, Not Expanded by / Condensed by

• **8.14.010 - Bonfires prohibited.**

A. Except as provided hereinbelow, no person shall build, kindle, ignite, maintain or allow any bonfire, rubbish fire, or any other open fire on any property within the city limits of the city.

Formatted: Space Before: Auto, After: Auto

Formatted: Font: (Default) Times New Roman, 12

B. The city fire chief may allow a special permit to a public agency to ignite and maintain a recreational-type bonfire only, within city limits. The agency shall first apply to the fire chief for such permit pursuant to Section 105.6.30 of the International Fire Code which is adopted by the city. As a condition of granting the permit, the fire chief may require that the city fire department shall stand by, at and during the recreational bonfire for which the permit is granted. The permit holder shall abide by all provisions and stipulations on the permit and obtain a Yellowstone County Open Burning Permit.

C. The city fire chief may allow an open burning permit for agricultural purposes to any person(s) requesting such. The permit holder shall abide by all provisions and stipulations on the permit and have obtained a Yellowstone County open burning permit.

D. Approved or purchased outdoor fireplaces may be used per manufacturers' specifications and in accordance with Section 307 of the International Fire Code as adopted by the city. No pit fires shall be allowed. Under the provision of MCA 50-63-

103. you are liable for any and all fire suppression costs and damages resulting from an escaped or uncontrollable fire. Items prohibited to burn can be found attached to ordinance.

E. The city council may from time to time by resolution, establish or change a fee to be paid to the city by the applicant, at the time of application for a special bonfire permit.

(Ord. No. 10-03, 8-17-2010)

• **8.14.020 - Careless conduct in smoking.**

A. Any person who, by reason of careless, willful or wanton conduct in smoking, or in the use of lighters or matches for smoking, sets fire to any bedding, carpet, curtains, drapes, furniture, household equipment or other goods or chattels or to any building, shall be fined in accordance with the penalties provided in Section 1.36 of the Laurel Municipal Code, or prosecuted under any other appropriate law.

Formatted: Space Before: Auto, After: Auto

B. "Careless conduct in smoking" includes, as used herein, any of the following acts, commissions, or omissions: permitting a spark from a lighted cigar, cigarette or pipe to fall upon or into anything flammable; placing any lighted smoking material on or about or in close proximity to any flammable article; falling asleep with lighted smoking material of any kind at hand; throwing lighted smoking material out of a window or into an elevator pit or elsewhere other than in a proper receptacle therefor; dropping a lighted cigarette or cigar or part thereof into a mail chute in any building; failure to extinguish the fire of a match or any kind of lighter device after use of the same; failure to destroy the lighted part of a cigar or cigarette when disposing of it; failure to destroy the burning smidgen or smidgens of tobacco from a pipe when cleaning or unloading a pipe.

C. A plainly printed notice of the provisions of this section shall be posted in a conspicuous place in every sleeping room of every hotel, rooming house, tourist home, tourist court or other place renting rooms for the accommodation of the public. Such notice shall be posted by the owner, proprietor, or managing agent of such establishment.

(Ord. No. 10-03, 8-17-2010)

Formatted: Indent: Left: 0.13", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.55" + Indent at:

Chapter 8.24 - NOXIOUS WEEDS

Sections:

8.24.010 - Definition.

Ordinance No. O21-__ LMC Title 8 Health and Safety Amendments

"Noxious weeds" means non-native plants that have become established or that may be introduced in the state. These Noxious Weeds may render land unfit for agriculture, forestry, livestock, wildlife, or other beneficial uses. These plants are designated as "Noxious" by rule of the Montana Department of Agriculture or as a District Noxious Weed by the Yellowstone County Weed Board. ~~all rank vegetable growth of every kind and nature, including but not limited to dandelions and all weeds known as Canada thistle, Scotch bull thistle, Russian thistle, sow thistle, quack grass, leafy spurge (euphorbia esula or euphorbia virgato), field bindweed, Russian knapweed (centaurea picris), hoary cress (lapidium draba, lapidium repens, and humenophysa pubesens), dodder or any similar unwanted vegetation over eight inches in height.~~

Formatted: Font: (Default) Times New Roman, 12

"Owner" means the title owner(s), representative(s) of any title owner, occupant(s), contract purchaser, or any other person or representative of any entity which holds a legal or equitable interest in any parcel.

Formatted: Font: (Default) Times New Roman, 12

~~(Prior code § 8.08.010)~~

No owner ~~or owners~~ of any ~~parcel, lot, place~~ or area within the city, or agent of such owner, ~~or owners~~, shall permit noxious weeds on such ~~parcel, lot, place~~ or area and one-half of any road, ~~alley~~ or street ~~lying abutting next to such property abutting~~ thereon. The existence of such noxious weeds shall constitute a public nuisance.

~~(Prior code § 8.08.020)~~

8.24.030 - Notice to destroy.

- A. Whenever noxious weeds are found to exist upon any premises within the city, the city shall notify the owner of the property or, if no such person can be found, the person in control of the premises.
- B. The notice shall state that the existence of such noxious weeds constitutes a public nuisance, and shall order the owners, or persons in charge, to exterminate or remove all such weeds on any ~~parcel, lot, place~~ or area within the city limits and upon one-half of any adjacent ~~road, street, or road alley~~. The notice shall further inform such property owners, or their agents, that upon their failure to remove or exterminate such weeds within a specified time, the city may proceed to have such weeds removed or exterminated and assess the cost thereof to the property involved.
- C. Personal notice of the order shall be served. In case personal service cannot be obtained, then the notice shall be published in a ~~prominantly~~prominently displayed advertisement, once a week for two weeks in a newspaper in the city, or if no such paper exists, in a newspaper within the county. The last date of publication shall be not less than seven days prior to the date upon which the city shall commence the removal of weeds from such property.

~~(Prior code § 8.08.030)~~

8.24.040 - Noncompliance—City action.

Upon the failure, neglect or refusal of any owner or owners, or agent thereof, to exterminate or remove noxious weeds growing, ~~lying~~ lying or located upon the property of the owner or upon one-half of any road, alley, or street ~~lying next to~~ abutting the ~~lands~~ parcel before the date specified in the notice, the ~~engineer or other responsible~~ city official may exterminate or remove such noxious weeds. Such official shall report to the city clerk-treasurer the cost of such extermination. The city clerk-treasurer shall make an additional charge of ten percent to cover administrative costs. The total costs shall be assessed against the ~~lot or~~ parcel of land from which or ~~adjoining~~ abutting road, street, or alley which the noxious weeds have been exterminated or removed. The city clerk-treasurer shall cause the aforesaid costs to become a lien against the property involved.

~~(Ord. 97-2 § 4 (part), 1997; prior code § 8.08.040)~~

8.24.050 - Violation—Penalty.

Any person violating a provision of this chapter shall, upon complaint and conviction thereof, be punished by a fine not exceeding five hundred dollars.

~~(Prior code § 8.08.050)~~

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor.

Introduced and passed on first reading at a regular meeting of the City Council on _____, 2021, by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading this ___ day of _____, 2021, upon motion of Council Member _____.

APPROVED BY THE MAYOR this ___ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Ordinance No. O21-__ LMC Title 8 Health and Safety Amendments

Ordinance No. O21-__ LMC Title 8 Health and Safety Amendments

File Attachments for Item:

9. Discuss Resolution No. R15-51.

RESOLUTION NO. R15-51

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAUREL, MONTANA,
SETTING THE SALARY FOR THE CITY COURT JUDGE.**

WHEREAS, during each budget cycle the City Council sets the salary of the City Court Judge, including increases; and

WHEREAS, the City Council desires to establish a salary schedule for the City Court Judge's position to provide certainty and fairness for the City and the elected City Judge; and

WHEREAS, the date of salary increases should be clarified and certain; and

WHEREAS, it is in the best interests of the citizens that the position of City Court Judge of the City of Laurel be sufficiently compensated to attract and retain quality candidates willing to serve in this fundamental position; and

WHEREAS, the City Council has the authority pursuant to the Laurel Municipal Code 2.68.100, to set the salary of the City Court Judge.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana that, effective July 1, 2015, the salary of the elected City Court Judge is set pursuant to the attached schedule including salary increases;

BE IT FURTHER RESOLVED, that the current elected City Judge's salary shall be adjusted on July 1, 2015, and shall remain within the attached salary schedule and the City shall continue to provide health insurance and retirement.

Introduced at a regular meeting of the City Council on June 2, 2015, by Council Member Mountsier.

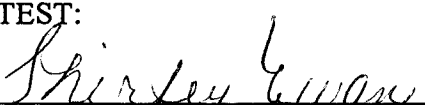
PASSED and APPROVED by the City Council of the City of Laurel this 2nd day of June, 2015.

APPROVED by the Mayor this 2nd day of June, 2015.

CITY OF LAUREL


Mark A. Mace, Mayor

ATTEST:


Shirley Ewan, Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

Judge Salary Matrix

Years of Service	Additional Pay Re-Election	Yearly Salary
Year 1		\$ 35,000.00
Year 2		\$ 35,254.00
Year 3		\$ 35,508.00
Year 4		\$ 35,762.00
Year 5	\$ 500.00	\$ 36,516.00
Year 6		\$ 36,770.00
Year 7		\$ 37,024.00
Year 8		\$ 37,278.00
Year 9	\$ 500.00	\$ 38,032.00
Year 10		\$ 38,286.00
Year 11		\$ 38,540.00
Year 12		\$ 38,794.00
Year 13	\$ 500.00	\$ 39,566.00
Year 14		\$ 39,820.00
Year 15		\$ 40,074.00
Year 16		\$ 40,328.00
Year 17	\$ 500.00	\$ 41,082.00
Year 18		\$ 41,336.00
Year 19		\$ 41,590.00
Year 20		\$ 41,844.00
Year 21	\$ 500.00	\$ 42,598.00
Year 22		\$ 42,852.00
Year 23		\$ 43,106.00
Year 24		\$ 43,360.00
Year 25	\$ 500.00	\$ 44,132.00
Year 26		\$ 44,386.00
Year 27		\$ 44,640.00
Year 28		\$ 44,894.00
Year 29	\$ 500.00	\$ 45,648.00

\$500 Additional Salary for Re-Election - Beginning January 1 after
re-election

File Attachments for Item:

10. Review of Draft Council Agenda for September 28, 2021.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 28, 2021
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R18-XX

NEXT ORD. NO.
O18-XX

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of September 14, 2021.

Correspondence

2. Beartooth RC&D Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

NOTICE TO THE PUBLIC

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

3. Claims entered through September 24, 2021.
4. Approval of Payroll Register _____ totaling _____
5. Approval of Payroll Register for Retro Pay for Non-Union totaling \$6,877.75.
6. Council Workshop Minutes of September 7, 2021.

Ceremonial Calendar

Reports of Boards and Commissions

7. Budget/Finance Committee Minutes of September 14, 2021.
8. Tree Board Minutes of August 19, 2021.

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience

Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

9. Appointment of Alan Kasemodel to the Laurel Airport Authority.
10. Appointment of Timothy Frick and Brittney Patterson to the Laurel Volunteer Fire Department.
11. Resolution - A Resolution Approving An Increase In Firefighter Call-Out Pay For The City Of Laurel Fire Department.
12. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With MP Environmental For Services Relating To Cleaning Of The City's Backwash Pond.
13. Resolution - A Resolution Declaring The Existing Playground Equipment Located At Kids' Kingdom "Surplus Property" And Authorizing Its Removal And Disposal By City Staff And Volunteers.
14. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign An Agreement With Lexipol, LLC For Services Provided For The City's Police Department.
15. Resolution - A Resolution Requesting Distribution Of Bridge And Road Safety And Accountability Program Funds
16. Ordinance - An Ordinance Amending Certain Chapters Of Title 8 Of The Laurel Municipal Code Relating To Health And Safety Matters, Including Nuisances For The City Of Laurel.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

Council Discussion

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

Mayor Updates

Unscheduled Matters

Adjournment

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER