



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, APRIL 04, 2023  
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**

#### **Executive Review**

1. Resolution - Resolution Adopting Amendments To The Personnel Policy Manual For The City Of Laurel
2. Resolution - A Resolution Of The City Council Authorizing Participation In The Montana Board Of Investments Of Short-Term Investment Pool And Authorizing The Execution And Delivery Of Documents Related Thereto.
3. Resolution - A Resolution Of The City Council To Submit The Question To The Electorate Authorizing The City To Impose A New Mill Levy For The City Of Laurel Emergency Response Services Of A New 50.06 Mills To Fund Ems Services, Including Staffing, Volunteer Compensation, Training, And Ancillary Operations
4. Ordinance - An Ordinance Amending Section 2.72.020 (Composition) Of The Laurel Municipal Code Related To Membership In The Laurel City-County Planning Board.

### **Council Issues**

### **Other Items**

### **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. Resolution - Resolution Adopting Amendments To The Personnel Policy Manual For The City Of Laurel

**RESOLUTION NO. R23-\_\_\_\_\_**

**RESOLUTION ADOPTING AMENDMENTS TO THE PERSONNEL POLICY  
MANUAL FOR THE CITY OF LAUREL**

WHEREAS, the City of Laurel (hereinafter “the City”) prepared an Amended and Revised Personnel Policy Manual for City employees, and the Mayor and City Attorney recommended that the City Council adopt the same;

WHEREAS, on March 28, 2023, the City Council adopted the Amended and Revised Personnel Policy Manual;

WHEREAS, the Montana Municipal Interlocal Authority (hereinafter “the MMIA”) is the City’s insurance carrier, including for Employment Practices Liability Insurance (hereinafter “EPLI insurance”);

WHEREAS, the MMIA has requested that all Cities in the State of Montana, including the City of Laurel, make certain changes and amendments to their Personnel Policy Manuals, in order to secure appropriate insurance coverage, including Workers’ Compensation insurance and EPLI insurance;

WHEREAS, the City made most of those necessary and required changes in its previously-approved March 28, 2023 Amended and Revised Personnel Policy Manual;

WHEREAS, since that approval, the MMIA has requested that the City make a few additional changes, which the City agrees are necessary and appropriate;

WHEREAS, the City Attorney has revised the Personnel Policy Manual, with the Amendments attached hereto and incorporated by reference herein, and the Mayor recommends to City Council approval of such Amendments; and

WHEREAS, City Council determines that such Amendments are necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby adopts the Amendments to the City’s Personnel Policy Manual, attached hereto and incorporated herein.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of April, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of April, 2023.

APPROVED by the Mayor the \_\_\_\_\_ day of April, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

## AMENDMENTS TO PERSONNEL POLICY MANUAL

The City of Laurel's Personnel Policy Manual is hereby amended, as to the following applicable Sections, as stated below. Any conflict between these Amendments and the originally-adopted Personnel Policy Manual should be construed in favor of these Amendments. If any part, term or provision of these Amendments are held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the Employer and Personnel shall be construed and enforced as if the Amendments did not contain the particular part, term or provisions held to be illegal or invalid.

### PROBATIONARY EMPLOYMENT PERIOD

[AMENDMENT NO. 1]

**Revised: April 2023**

#### Probationary Employment Period

When the City of Laurel hires a new employee, the first one year of employment is a period called the Probationary Employment Period. During this time, you are able to learn about your job and your new surroundings.

During the first one year of employment time period, your job performance, attendance, attitude and overall interest in your job will be observed by your supervisor. During this period, you may not be eligible for some benefits. Throughout the Probationary Employment Period, the City will be assessing your selection as an employee. Employees who fail to demonstrate the commitment, performance, and attitude expected by the City may be terminated at any time during the Probationary Employment Period, without any reason given for termination.

### FAMILY AND MEDICAL LEAVE ACT (FMLA)

[AMENDMENT NO. 2]

**Revised: April 2023**

#### Status of Compensation and Benefits while on FMLA Leave

Most FMLA leave will be without pay except when an eligible employee uses accrued vacation time, sick time, or qualifies for STD payments. To the extent FMLA leave also qualifies as a leave under the City's parental leave policy (i.e., at the birth, adoption or foster placement of a child),

the leave will be paid under the terms of the City's STD policy, or the City will provide employees with two weeks of paid parental leave.

The City will maintain an employee's health insurance coverage for the duration of the employee's FMLA leave as though the employee were continuously employed. The City will continue to pay its portion of the employee's health insurance premiums provided that the employee pays his or her contributory portion on a timely basis. Employees requesting leave should contact the Clerk-Treasurer to arrange an acceptable payment schedule.

The City will maintain and pay its portion of the premiums during FMLA leave for life and disability insurance.

Employees who are taking unpaid leave will not accrue vacation during any periods of FMLA leave. However, such leave periods will be treated as continued service for the purpose of calculating pension and retirement plan vesting and eligibility.

Employees who are utilizing any accrued vacation or other time in order to take FMLA leave will continue to accrue prorated vacation or other time as appropriately calculated. Employees are not required to utilize vacation or other time in order to take FMLA leave, and they may, instead, take FMLA leave fully-unpaid.

In the event an employee fails to return to work after an unpaid family or medical leave is exhausted or expires, the City is entitled to recover health or other insurance premiums paid by the City during the leave period unless the reason the employee's failure to return is because of: 1) the continuation, recurrence, or onset of a serious health condition; or 2) other circumstances beyond the employee's control.

## **CONFLICT RESOLUTION POLICY**

**[AMENDMENT NO. 3]**

**Revised: April 2023**

### *Grievance Procedure*

Please note that, as to any claims of sexual misconduct or discrimination, an employee is not required to submit their grievance in writing or otherwise to the City. Any employee is entitled to immediately report a claim of sexual misconduct or discrimination to the Equal Employment Opportunity Commission (EEOC) and/or the Montana Human Rights Bureau (MHRB). Please be aware that there are strict time-limits for such reporting with the EEOC and the MHRB, and failure to timely report a claim may bar an employee's ability to pursue legal remedies with the EEOC and/or the MHRB.

Unless otherwise stated herein, employees should use the grievance procedure to address claims related to violations of City policies and procedures or unlawful harassment.

To address claims of sexual misconduct or discrimination, employees may state their intent to grieve in writing to the City Attorney within ten (10) working days of the incident. The statement and accompanying documentation will be examined, and a determination will be made as to whether the established grievance procedure is appropriate.

Employees who feel that the written conditions of employment or published regulations, policies, or procedures were inequitably applied in an impending disciplinary action, up to and including termination, must state their intent to grieve in writing to the City Attorney within ten (10) working days of receipt of the written notice of disciplinary action or dismissal. The request will be examined, and a determination will be made as to whether the established grievance procedure is appropriate.

In the case of a serious violation of conditions of employment or a major infraction of regulations, policies, or procedures, such as gross misconduct, the action to terminate an employee's service is final. The employee can only appeal on the grounds that the gross misconduct did not occur, not that they were terminated for their actions.

A grievance must be presented within the time frame shown in the first step of this procedure. Any failure to appropriately and timely submit a grievance may bar an employee's claims.

Reporting employees must demonstrate by **clear and convincing evidence** that their complaint is not **arbitrary** or **capricious**.

The grievance procedure is as follows:

1. Documentation Submitted – Employees should begin the grievance process by submitting their Grievance to the City Attorney. Unless otherwise stated herein, employees must provide a specific statement of the grievance and indicate what solution or remedy they expect. Any documentation that relates to the substance of the grievance or facilitates its understanding should be attached to the grievance submission.
2. Grievance Review – The City Attorney will review the documentation and schedule a meeting with the employee within five (5) working days of receipt. The City Attorney will also notify the appropriate supervisor of the filed complaint. After a complete and thorough review, the City Attorney will determine if an investigation is required. An investigation may require interviewing witnesses; the City Attorney will strive to complete investigations within thirty (30) working days. The City Attorney will inform the employee and the appropriate supervisor of the investigation's outcome and resolution. If the reporting employee is not satisfied with the resolution proposed, they must notify the City Attorney in writing within five (5) working days.

3. Formal Review by Mayor/CAO – The Mayor/CAO will review the grievance documentation and the City Attorney’s recommendation, conduct additional meetings with the involved parties (if needed), and consult with the City Attorney. The Mayor/CAO will inform the reporting employee in writing of the decision within twenty (20) working days of receipt of the employee’s grievance from the City Attorney.

## **WEAPONS**

**[AMENDMENT NO. 4]**

**Revised: April 2023**

### **Weapons**

Possession of any unauthorized firearms, handguns, or any other dangerous weapons or materials while performing job duties or while on employer's premises is prohibited unless directed by City, State, or Federal law. Violation of this policy may lead to disciplinary action, up to and including termination.

## **WORKPLACE VIOLENCE**

**[AMENDMENT NO. 5]**

**Revised: April 2023**

### **Workplace Violence**

The City supports a work environment and workplace free of violence. As such, workplace violence, threats of violence, intimidation, and other disruptive behavior are strictly prohibited at the City of Laurel.

Workplace violence is defined as any act of creating an environment in which a reasonable employee is given cause to feel threatened or intimidated.

All employees are responsible for maintaining a workplace free of violence. Any employee who is concerned about or observes workplace situations that may result in violence should immediately report the situation to a supervisor or the City Attorney.

The City will take prompt action to investigate any situation alleging an employee engaged in workplace violence, or who used any obscene, abusive, or threatening language or gestures. Such action may include disciplinary action, or notifying the police or other law enforcement officers.



Employees must report any case of workplace violence to their immediate supervisor and the City Attorney.

This policy also prohibits unauthorized employees from bringing unauthorized firearms or other weapons onto City premises.

## **EMPLOYEE BENEFITS**

**[AMENDMENT NO. 6]**

**Revised: April 2023**

### **Insurance/Pension**

Specific provisions of a collective bargaining agreement in conflict with this policy may apply, and where a specific provision of a collective bargaining agreement is applicable, that provision/those provisions apply, superseding the policies contained in this Section. Additionally, this policy may not apply to Volunteers, who are governed by separate requirements related to their Service.

Full-time employees are eligible for certain group health insurance and pension benefits. The City may contribute toward the premiums for health coverage. Added benefits or insurance coverage for each employee and/or their dependents may also be available.

## **LEAVES OF ABSENCE**

**[AMENDMENT NO. 7]**

**Revised: April 2023**

### **Military Leave**

Specific provisions of a collective bargaining agreement in conflict with this policy may apply, and where a specific provision of a collective bargaining agreement is applicable, that provision/those provisions apply, superseding the policies contained in this Section. Additionally, this policy may not apply to Volunteers, who are governed by separate requirements related to their Service.

An employee who has worked for the City of Laurel for a period of six (6) months, and who is a member of the organized militia of Montana or the reserve corps or military forces of the United States is entitled to a leave of absence with pay for a period not to exceed one hundred twenty (120) hours per year to perform military service. The full one hundred twenty hours (120) hours of leave will be credited in full to an employee after six (6) months of employment and in each

successive calendar year. The City will not charge military leave against an employee's annual vacation time. Unused military leave may be carried over to the next calendar year, but may not exceed a total of two hundred forty (240) hours in any calendar year.

Employees employed less than six (6) months are entitled to unpaid leave for the purposes listed above. "Military service" means both federally funded military duty and state active duty. Employees must submit a copy of military orders with his or her timesheet to be entitled to the leave with pay.

**These Amendments are subject to change, amendment, alterations, and revisions at the sole discretion of the City of Laurel.**

**File Attachments for Item:**

2. Resolution - A Resolution Of The City Council Authorizing Participation In The Montana Board Of Investments Of Short-Term Investment Pool And Authorizing The Execution And Delivery Of Documents Related Thereto.

**RESOLUTION NO. R23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING PARTICIPATION IN THE MONTANA BOARD OF INVESTMENTS OF SHORT-TERM INVESTMENT POOL AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana (hereinafter “the Governing Body”) as follows:

**ARTICLE I: DEFINITIONS**

The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise:

“Account” means a specific Participant Bank account to be used in conducting STIP Program transactions.

“Agreement” means the agreements of the Participant contained within this Resolution.

“Authorized Representative” means the officer or official of the Participant designated and authorized by the Governing Body to act on behalf of Participant in the STIP Program.

“Authorized Delegate” means any officer, official, or employee of the Participant delegated authority by the Authorized Representative to initiate transactions using the STIP Program.

“Bank” means a financial institution designated and authorized to send and receive money on behalf of the Participant for purposes of participation in the STIP Program.

“Board” means the Board of Investments, a state agency organized and existing under the laws of the State.

“Exhibit A” means the STIP Participation Information Sheet attached to and incorporated into this Resolution as provided in Article IV, Section 3.01.

“Exhibit B” means the Electronic Funds Transfer Authorization Form attached to and incorporated into this Resolution as provided in Article IV, Section 3.01.

“Governing Body” means the governing body of political subdivision (Participant) authorized by Montana state law to participate in the STIP Program.

“Participant” means the political subdivision requesting participation in the Board’s STIP Program.

“Short-Term Investment Pool” means the Board’s investment program administered under the direction of the Board of Investments as authorized by the Unified Investment Program and as more fully defined and described by the Montana Code Annotated and, in the Board’s, Governing Policies. “Short-Term Investment Pool” is synonymous with “STIP” and “Program” as used in this Resolution and Exhibits A and B.

**ARTICLE I: SHORT-TERM INVESTMENT POOL PARTICIPATION**  
**AGREEMENT**

Section 1.01 Participation Agreement. The Governing Body requests participation in the STIP Program and agrees that Participant will comply with and be bound by all laws, policies, procedures, and participation requirements applicable to the Program, as may be amended from time to time.

Section 1.02 STIP Program. STIP is available to state and local governments to serve their short-term cash flow and deposit needs. The Program’s objectives are to preserve capital and maintain high liquidity. The Program has the following attributes:

- 1) STIP transactions are fixed at \$1 per share;
- 2) STIP interest on pool assets accrues daily;
- 3) STIP earnings distribution methods are:
  - (a) Interest is distributed at the beginning of the month and can be distributed as cash to the designated Bank; or (b) earnings can be reinvested into STIP;
- 4) Buying or selling shares in STIP requires one (1) business days’ notice (transactions for which notice is received after 2:00 p.m. will be processed two (2) business days after receipt of the original notice);
- 5) Access to STIP is only through the Board’s electronic web-based portal (no cash, checks or notifications by fax, phone or email will be accepted);
- 6) The Board’s STIP web portal provides real-time information on each account including investment balances, buys, sells, pending transactions, and transaction notes, as determined by the authorized user; and
- 7) The Board reports the Short-Term Investment Pool on a Net Asset Value (NAV) basis on its financial statements. A NAV per share of STIP will be reflected on the Board’s website for each month-end period.

Section 1.03 Review of Policies, Procedures, and Participation Requirements. Participant represents that it has reviewed to its satisfaction all Board policies, procedures, and

participation requirements applicable to the STIP Program. See, Board Governance Policies 40.600, 40.601, and 40.602.

Section 1.04 Authorized Representative: The Governing Body designates Kelly Strecker, who holds the position of Clerk-Treasurer for the City of Laurel, as the Participant's Authorized Representative to execute transactions between STIP and the Bank.

The Governing Body allows the Authorized Representative to appoint and remove additional Authorized Delegate(s) on behalf of the Participant. The Governing Body agrees that any addition or removal of an Authorized Delegate requires notice via the submission of a completed Exhibit A (STIP Participation Information Sheet) to the Board by the Authorized Representative before transactions will be accepted and processed.

The Governing Body designates and authorizes the Participant's Bank, (the "Bank"), identified in Exhibit B, with the Account Number and American Bankers Association (ABA) Number, for settlement of STIP participant transactions. The account is a Checking Account.

The Governing Body allows the Authorized Representative to change either the Bank or the Account. The Governing Body agrees that the Board will notify both the office of the Authorized Representative AND the office of the Governing Body within three (3) business days that such a change has been made.

The Governing Body allows the Authorized Representative to change the earnings distribution method.

Section 1.05 Change of Authorized Representative. Any change to the Authorized Representative requires a new Resolution adopted by the Governing Body. However, the absence of an Authorized Representative does not nullify the current authority of the Authorized Delegate(s) to make STIP transactions.

Section 1.06 Annual Confirmation. The Board will annually confirm with the Governing Body and the Authorized Representative the:

1. Name of the Authorized Representative;
2. Name(s) of any Authorized Delegate(s); and
3. Name of the Bank and the associated Account Numbers (truncated).

Section 1.07 Effective Date. Participant's Agreement will take effect when the Resolution Certificate, this Resolution, and completed and executed Exhibits A and B are received by the Board. The Participant's Agreement will stay in effect until terminated in writing by the Governing Body.

## **ARTICLE II: MISCELLANEOUS**

Section 2.01 No Guaranteed Return. The Governing Body understands and agrees that there is no minimum or maximum interest rate or any guaranteed rate of return on STIP shares or funds invested in STIP shares.

Section 2.02 Voluntary Participation. By adopting this Resolution, the Governing Body acknowledges that it is not compelled to participate in STIP, that its participation in STIP is voluntary, and agrees to the Board's administration and governance of the Program according to the Board's policies, procedures, and participation requirements.

Section 2.03 Responsibility for Participant Mistakes. The Governing Body and Participant agree to hold harmless the state of Montana, the Board, and the Board's members, officials, and employees for the acts, omissions, mistakes, and negligence of the Participant, Governing Body, and their members, officials, and employees, including but not limited to an Authorized Representative or Authorized Delegate who, for any reason, is not qualified or mistakenly listed with the Board as a permissible representative to authorize transactions using the STIP Program, incorrect instructions as to amounts or timing of sales or purchases, or missed deadlines.

Section 2.04 No Warranty. The Governing Body and Participant agree that the Board makes no warranty that funds will be immediately available in the event of any failure of a third party, or that Governing Body will not suffer losses due to acts of God, natural disasters, terrorism or threats of terrorism, civil disorder, medical epidemics or other calamities, or other market dislocations or interruptions.

Section 2.05 Participation Conditions; STIP Administration. The Governing Body and Participant acknowledge and agree that the Board will allow participation in STIP by and conduct STIP business with only those parties it determines are qualified and authorized to participate in the Program who abide by the Board's policies, procedures, and participation requirements. The Governing Body and Participant understand that the Board administers the STIP Program subject to Montana law and prudent fiduciary practices as required by Montana law and Board policy and that the Board is legally charged to manage the Unified Investment Program, which includes STIP, in accordance with the prudent expert rule as set forth in Montana law.

Section 2.06 STIP Not Insured Against Loss. The Governing Body and Participant understand and acknowledge that the Board's STIP Program is NOT FDIC insured or otherwise insured or guaranteed by the federal government, the state of Montana, the Board, or any other entity against investment losses.

## **ARTICLE III: EXHIBITS**

Section 3.01 Approval and Adoption of Exhibits A and B. Attached to this Resolution are Exhibit A, the STIP Participation Information Sheet, and Exhibit B, the Electronic Funds

Transfer Authorization Form, which together provide the instructions required by the Board to enable Participant's participation in the STIP Program. The Governing Body and Participant represent that Exhibits A and B have been completed and executed by the Participant's Authorized Representative and that Exhibits A and B must be complete and accepted by the Board before participation is allowed in the STIP Program. Exhibits A and B are hereby incorporated into and made a part of this Resolution and are approved and adopted by the Governing Body as if set forth fully herein.

Introduced at a regular meeting of the City Council on the \_\_\_\_ day of March, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_ day of March, 2023.

APPROVED by the Mayor the \_\_\_\_ day of March, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney



**File Attachments for Item:**

3. Resolution - A Resolution Of The City Council To Submit The Question To The Electorate Authorizing The City To Impose A New Mill Levy For The City Of Laurel Emergency Response Services Of A New 50.06 Mills To Fund Ems Services, Including Staffing, Volunteer Compensation, Training, And Ancillary Operations

**RESOLUTION NO. R23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL TO SUBMIT THE QUESTION TO THE ELECTORATE AUTHORIZING THE CITY TO IMPOSE A NEW MILL LEVY FOR THE CITY OF LAUREL EMERGENCY RESPONSE SERVICES OF A NEW 50.06 MILLS TO FUND EMS SERVICES, INCLUDING STAFFING, VOLUNTEER COMPENSATION, TRAINING, AND ANCILLARY OPERATIONS**

WHEREAS, the City may impose a property tax levy for any public or governmental purpose not specifically prohibited by law;

WHEREAS, the City is a public body and is authorized pursuant to Mont. Code Ann. § 15-10-425, as amended, to impose a new mill levy or exceed the mill levy limit provided for in Mont. Code Ann. § 15-10-420, by conducting an election authorizing such new mill levy for purposes determined by the City and the electors of the City approving any new levy;

WHEREAS, the City Council has determined additional EMS Services, including specifically related to staffing, volunteer compensation, training, and ancillary operational costs are needed for the residents of the City;

WHEREAS, the City has decided to pass a Resolution pursuant to, in part, Mont. Code Ann. § 15-10-425 to submit the question of a new mill levy to the qualified electors of the City of Laurel;

WHEREAS, the City has determined that there is a need for a permanent levy increase of 50.06 mills (hereinafter “the EMS Supplemental Levy”) to increase funding for EMS Services, to be adjusted annually subject to the limits established in Mont. Code Ann. § 15-10-420(1)(a), for inflationary and new growth allowed in subsequent years; and

WHEREAS, Mont. Code Ann. §§ 15-10-420 and -425 authorize the City to request of the voters in the City limits, as amended, an increase in mill levies over and above current limitations;

WHEREAS, the new and separate mill levy will be for a total of 50.06 mills, which has a current approximate value of Four Hundred Fifty Thousand Dollars and No Cents (\$450,000), and the duration shall be perpetual;

WHEREAS, the annual supplemental EMS levy will be used to pay the ongoing and permanent costs associated with delivering additional EMS services (currently anticipated to be used for the hiring of approximately three (3) to four (4) additional EMS providers, the increase of wages for EMS providers, additional, fair, and equitable compensation for EMS Volunteer Personnel, and helping to fund a portion of the costs of training and operational needs of the EMS Department; and

WHEREAS, the new mill levy level being requested will have an anticipated impact upon property taxes for homes valued as follows: 1) for a home valued for property tax purposes at One Hundred Thousand Dollars (\$100,000), the additional property taxes that will be imposed are Five Dollars and Sixty Three Cents (\$5.63) per month; and 2) for a home valued for property tax purposes at Two Hundred Thousand Dollars (\$200,000), the additional property taxes that will be imposed are Eleven Dollars and Twenty-Five Cents (\$11.25) per month, adjusted as permissible by law.

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

1. Calling of the Election. The City Council hereby calls and directs a mill levy election for the EMS Supplemental Levy to be held on November 7, 2023 for the purpose of voting on the following question: “Shall the City of Laurel, Montana, be authorized to permanently raise approximately 50.06 mills or approximately \$450,000 annually for the purpose of funding additional EMS services, increasing compensation for EMS Personnel, including Volunteer EMS Personnel, as well as to fund training and operational expenses for the City of Laurel EMS Department?”. The permanent 50.06 mills will be adjusted annually, subject to the provisions of Mont. Code Ann. § 15-10-420(1)(a), after the first year, allowing for inflationary growth and newly taxable growth. The impact of the EMS Supplemental Levy on a residential home valued at \$100,000 is \$5.63 per month for the first year, and on a residential home valued at \$200,000, it is \$11.25 per month for the first year.

2. Authorization of Election and Ballot. The City Council hereby requests the Election Administrator to place the issue of whether the City shall be authorized to impose a new mill levy to cover the costs incurred in providing EMS Services as set forth above during the election held on November 7, 2023, to the electors of the City of Laurel.

3. Form of Ballot. The Election Administrator is hereby authorized to prepare the ballot to be submitted to the electors in substantially the following form:

OFFICIAL BALLOT  
CITY OF LAUREL EMERGENCY SERVICES MILL LEVY ELECTION

Shall the City Council of the City of Laurel, Montana be authorized to impose a new mill levy of 50.06 mills annually to fund emergency services, including hiring an anticipated 2-3 additional EMS providers, increasing wages for existing EMS providers, paying EMS Volunteers additional compensation for their hours of service, and funding training and ancillary operational costs. The foregoing mill levy is permanent and in addition to any other mill levy authorized by Charter or law.

The impact of the election on a home valued for property tax purposes at \$100,000 in terms of actual dollars in additional property taxes that would be

imposed annually is \$5.63 per month, and for a home valued at \$200,000 per month is \$11.25 per month, adjusted as permissible by law, if the mill levy were to pass.

\_\_\_\_\_ YES -- FOR AUTHORIZING THE CITY OF LAUREL TO EXCEED THE STATUTORY MILL LEVY PROVIDED FOR IN MONT. CODE ANN. § 15-10-420 BY PERMANENTLY AND ANNUALLY LEVYING UP TO 50.06 MILLS (APPROXIMATE CURRENT VALUE OF \$450,000 FOR CITY OF LAUREL EMERGENCY SERVICES) FOR THE PURPOSES OF INCREASING EMS STAFFING, INCREASING WAGES FOR EMS PERSONNEL, INCLUDING VOLUNTEER EMS PROVIDERS, AND FUNDING TRAINING AND ANCILLARY OPERATIONAL COSTS IN SUBSEQUENT YEARS

\_\_\_\_\_ NO – AGAINST AUTHORIZING THE CITY OF LAUREL TO EXCEED THE STATUTORY MILL LEVY PROVIDED FOR IN MONT. CODE ANN. § 15-10-420 BY PERMANENTLY AND ANNUALLY LEVYING UP TO 50.06 MILLS (APPROXIMATE CURRENT VALUE OF \$450,000 FOR CITY OF LAUREL EMERGENCY SERVICES) FOR THE PURPOSES OF INCREASING EMS STAFFING, INCREASING WAGES FOR EMS PERSONNEL, INCLUDING VOLUNTEER EMS PROVIDERS, AND FUNDING TRAINING AND ANCILLARY OPERATIONAL COSTS IN SUBSEQUENT YEARS

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of April, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of April, 2023.

APPROVED by the Mayor the \_\_\_\_\_ day of April, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

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Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

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Michele L. Braukmann, Civil City Attorney

**File Attachments for Item:**

4. Ordinance - An Ordinance Amending Section 2.72.020 (Composition) Of The Laurel Municipal Code Related To Membership In The Laurel City-County Planning Board.

ORDINANCE NO. 023-\_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 2.72.020 (COMPOSITION) OF THE LAUREL MUNICIPAL CODE RELATED TO MEMBERSHIP IN THE LAUREL CITY-COUNTY PLANNING BOARD.**

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, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 2.72.020 (Composition [of Laurel City-County Planning Board]) as noted herein and hereby recommends the same to the City Council for their full approval.

**2.72.020 Composition.**

The Laurel-Yellowstone city-county planning board shall consist of ~~nine~~eleven members to be appointed as follows:

A. Two official members who reside outside the city limits, but within the jurisdictional area of the Board, to be appointed by the Yellowstone County ~~Board of Commissioners,~~ who may in the discretion of the Yellowstone County Board of County Commissioners be employed by or hold public office in the Yellowstone County;

B. Two official members to be appointed by the Laurel City Council who may in the discretion of the Laurel City Council, be employed by or hold public office in the City of Laurel;

C. ~~Two~~three citizen members who reside within the City of Laurel limits to be appointed by the Mayor of the City of Laurel;

D. ~~Two~~three citizen members who reside within the jurisdictional area of the Board to be appointed by the Yellowstone County ~~Board of Commissioners;~~ ~~and. Two members shall reside outside the city limits but within the jurisdictional area of the planning board;~~

E. The ~~eleventh~~ninth member shall be selected by the Board of Supervisors of the Conservation District. ~~If no member of the Board of Supervisors is able or willing to serve on the Board, the ninth member will be selected by the eight officers and citizen members of the Board, subject o the consent and approval of the Laurel City Council and the Yellowstone County Board of Commissioners. en-official and citizen members hereinabove provided for with the consent and approval of the board of county commissioners and the city council;~~

F. The terms of the members who are officers of any governmental unit represented on the Board shall be coextensive with their respective terms of office to which they have been elected or appointed; the terms of the other members shall be two years, except that the terms of the first members appointed shall be fixed by agreement and rule of the governing bodies represented on the Board for one or two years in order that a minimum number of terms shall expire in any year;

G. Vacancies occurring on the board shall be filled by the governing body, having appointed them for the unexpired term.

(Prior code § 17.04.020)

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 the \_\_\_\_ day of \_\_\_\_\_, 2023, upon Motion by Council Member \_\_\_\_\_.

PASSED and ADOPTED by the Laurel City Council on second reading on the \_\_\_\_ day of \_\_\_\_\_, 2023, upon Motion by Council Member \_\_\_\_\_.

APPROVED BY THE MAYOR on the \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



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Michele L. Braukmann, Civil City Attorney