



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, JUNE 15, 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**

#### **Executive Review**

1. Laurel Airport Authority Appointment
- [2.](#) City/County Planning Board Appointments
- [3.](#) Cemetery Commission Appointments
- [4.](#) Emergency Services Committee Appointment
- [5.](#) Library Board Appointment
6. Park Board Appointment
7. Public Works Committee Appointment
- [8.](#) Tree Board Appointments
- [9.](#) Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Green Technology Solutions To Provide Electronics Recycling Drop Off Bins And Related Services At The City's Container Site.

#### **Council Issues**

- [10.](#) Chickens Discussion
11. Parking on 3rd Avenue Discussion
12. W. Railroad Update
13. S. 4th Street Update

#### **Other Items**

##### **Review of Draft Council Agendas**

- [14.](#) Draft City Council Agenda for June 22, 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:**

2. City/County Planning Board Appointments



**CITY OF LAUREL**

**BOARDS, COMMISSIONS, AND COMMITTEES**

**REAPPOINTMENT FORM**

Date: 4-29-21

Name of Member: KARL DAN KOCH

I presently serve on the PLANNING BOARD and wish  
(Board/Commission/Committee)  
to be considered for reappointment to another term.

Signature: 

Date: 4-29-21

Please submit this form to: Council Secretary  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044

**File Attachments for Item:**

3. Cemetery Commission Appointments



## CITY OF LAUREL

### BOARDS, COMMISSIONS, AND COMMITTEES

#### REAPPOINTMENT FORM

Date: April 30, 2021

Name of Member: David A Gausman

I presently serve on the Cemetery Board and wish  
(Board/Commission/Committee)  
to be considered for reappointment to another term.

Signature: David A Gausman

Date: 4-30-2021

Please submit this form to: Council Secretary  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044



## CITY OF LAUREL

### BOARDS, COMMISSIONS, AND COMMITTEES

### REAPPOINTMENT FORM

Date: 04-23-2021

Name of Member: RICHARD A. KLOSE SR

I presently serve on the CEMETERY COMMISSION and wish  
(Board/Commission/Committee)  
to be considered for reappointment to another term.

Signature: Richard A. Klose Sr

Date: 04-23-2021

Please submit this form to: Council Secretary  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044

**File Attachments for Item:**

4. Emergency Services Committee Appointment



803 Us Highway 212 S  
Laurel, MT  
59044-8731

Dear Mayor Nelson,

I have recently moved into the refinery manager role at the Laurel Refinery. I am a native Montanan with a desire to be an active part of the Laurel community. Pat Kimmet spoke highly of the Emergency Services Committee. I am writing this letter to request your consideration in adding me to this committee.

Feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Irwin".

Jim Irwin

VP Refining  
Energy RPT – Laurel

(406)628-5370



**File Attachments for Item:**

5. Library Board Appointment



# Laurel Public Library

720 West 3rd St. • P.O. Box 68 • Laurel, MT 59044

(406) 628-4961 • [library@laurelpubliclibrary.org](mailto:library@laurelpubliclibrary.org) • [www.laurelpubliclibrary.org](http://www.laurelpubliclibrary.org)

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May 28, 2021

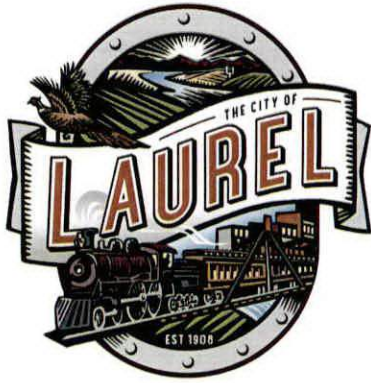
Mayor Nelson and Council Members,

Two letters of interest for the open position on the Library Board of Trustees have been submitted to the library for Board recommendation and approval. Mr. Hanson has decided to retire from the Board after serving for more than 7 years. To give someone else a chance to serve, he had turned in his notice to the Board of Trustees at their May 11, 2021 meeting.

Both Kate Manley and Gail Norman have been long-term residents of Laurel and avid users of the library. It is the recommendation of the Board of Trustees that Kate Manley be appointed to the Board for the next term ending June 30, 2026. They also ask that you keep Gail Norman as a possible replacement for anyone that may need to resign their appointment in the future.

Thank you,

Nancy L Schmidt  
Director/Board Secretary  
Laurel Public Library



## CITY OF LAUREL

### BOARDS, COMMISSIONS, AND COMMITTEES

### REAPPOINTMENT FORM

Date: 5/11/2021

Name of Member: Bill Hansen

I presently serve on the Library Board <sup>do not</sup> and <sup>✓</sup>wish  
(Board/Commission/Committee)  
to be considered for reappointment to another term.

Signature: William M. Hansen

Date: 5/11/2021

Please submit this form to: Council Secretary  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044

Kate Manley  
1018 Seventh Ave.  
Laurel, MT 59044  
406-839-7866  
Email: [katemanley22@gmail.com](mailto:katemanley22@gmail.com)

Laurel Public Library  
720 W 3<sup>rd</sup> St.  
Laurel, MT 59044

Attn: Nancy Schmidt

Dear Nancy,

When I ran into Geralyn a couple of weeks ago, I told her that I was no longer working, and asked her about volunteer opportunities. She mentioned that there was an opening on the library board and suggested that I send a letter of intent. I see on your website that the protocol is to send a letter to you, and then you will forward to the mayor.

I attended MSUB (called Eastern Montana College, then) and have a minor in library science. I worked as a salesman for Western Publishing Company for about a year and was management at Barnes & Noble Booksellers for 20 years. I volunteered several summers for the Reading Rocks program in the Billings city parks and have decent computer skills.

If you think I would be a good addition to your Library Board, please forward my letter. I can be reached at the above phone and email.

Sincerely,

A handwritten signature in blue ink that reads "Kate Manley". The signature is fluid and cursive, with a long, sweeping tail on the "y".

Kate Manley

1706 Pinyon Dr  
Laurel, MT 59044

March 15, 2021

Laurel Public Library  
720 W 3rd Street  
Laurel, MT 59044

To whom it may concern:

As a very active patron of the Laurel Library, I am interested in decisions regarding its operation and activities.

While I cannot promise to attend every single meeting, I will do my best to be present at most of them. It would be interesting to learn about the budget, book selections, computer usage and other library procedures of interest to our community.

Thank you for your consideration to become a future trustee. It would be my pleasure to interview with the library director if further information is needed.

Sincerely,

A handwritten signature in cursive script that reads "Gail Norman". The signature is written in black ink and is positioned below the word "Sincerely,".

Gail Norman

**File Attachments for Item:**

8. Tree Board Appointments



## CITY OF LAUREL

### BOARDS, COMMISSIONS, AND COMMITTEES

#### REAPPOINTMENT FORM

Date: 5/12/21

Name of Member: Roster Walter E. Wilder

I presently serve on the Tree Board and wish  
(Board/Commission/Committee)  
to be considered for reappointment to another term.

Signature: Walter E. Wilder

Date: 5/12/21

Please submit this form to: Council Secretary  
City of Laurel  
P.O. Box 10  
Laurel, MT 59044

Paul J. Kober  
1008 E 8th Street  
Laurel, MT. 59044

June 1, 2021

To Whom It May Concern:

I am interested in serving on the Laurel Tree Board and Laurel Park Board.

I have been a member of the Lion's Club and Rotary Club since 2000.

Thank you for your consideration of this request.

Sincerely,

Paul J. Kober



**File Attachments for Item:**

9. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Green Technology Solutions To Provide Electronics Recycling Drop Off Bins And Related Services At The City's Container Site.

**RESOLUTION NO. R21-\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO  
SIGN A CONTRACT WITH GREEN TECHNOLOGY SOLUTIONS TO PROVIDE  
ELECTRONICS RECYCLING DROP OFF BINS AND RELATED SERVICES AT  
THE CITY'S CONTAINER SITE.**

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

Section 1: Approval. The Independent Contractor Service Contract ("Contract") recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City's behalf.

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, Montana,  
This \_ day of \_\_\_\_\_ 2021.

APPROVED by the Mayor this day of 2021.

CITY OF LAUREL

\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Bethany Langve, City Clerk/Treasurer

Approved as to form:

\_\_\_\_\_  
Sam S. Painter, Civil City Attorney

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this \_\_\_\_ day of June 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 Green Technology Solutions, whose address is 350 South Billings Blvd, Suite 2A, Billings, Montana 59101, hereinafter referred to as “Contractor”.

### **SECTION ONE DESCRIPTION OF SERVICES**

A. Purpose. City enters in this contract with Contractor as an independent contractor to perform for City the services described in the document entitled Official Green Technology Solutions Proposal, which is attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date and Term. This contract is effective upon the date of its execution by both Parties and approval by the City Council. The term of the contract is one (1) year from the date of signing. The parties may extend the contract for additional like terms by mutual agreement, through a signed writing executed by the City’s Mayor and Contractor’s designated representative.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, applicable industry standards, and Exhibit “A.”

### **SECTION TWO CONTRACT PRICE**

Payment. City agrees to provide Contractor access to and space for placement of a minimum of three and maximum of eight green electronics recycling drop off bins as detailed in Exhibit A. Contractor agrees to pick up full bins as appropriate. Contractor is entitled to all green waste collected in its bins and as further described in Exhibit A. There is no cash payment required for the City or Contractor under this contract.

### **SECTION THREE CITY’S RESPONSIBILITIES**

City shall provide Contractor access and adequate space at the City’s Container site. Further, City agrees to notify Contractor when pick up is required.

### **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 maintain all

equipment and materials utilized for this contract. Contractor shall supervise and direct the work to the best of his/her ability pursuant to the terms and conditions contained in Exhibit A.

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.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor shall be usable and of suitable grade for their intended uses.

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

E. Contractor has examined the facilities and/or has made an examination/inspection. 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.

F. 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.

G. 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.

H. 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.

## **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. Contractor shall maintain insurance as provided in Exhibit A.

## **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 \_\_\_\_ DAY OF \_\_\_\_\_, 2021.

CITY OF LAUREL

CONTRACTOR

\_\_\_\_\_  
Thomas C. Nelson, Mayor

\_\_\_\_\_  
Anthony Overcast

ATTEST:

Employer Identification Number

\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

\_\_\_\_\_

# Official Green Technology Solutions Proposal

## Proposal Overview:

Green Technology Solutions has approached The City of Laurel about providing electronics recycling drop off bins at the Laurel Container Site. Below is the official GTS offer to the city in regards to bin quantity, bin delivery, bin servicing, etc.

## Drop Off Bins:

The above stated container site will be provided with a minimum of four Green Technology Solutions green electronics recycling drop off bins. GTS can provide additional bins at the site upon request (up to 8 bins per location). An optional vehicle battery recycling pallet is available by request. The dimensions of the bins are 48" x 48" x 48" and have an estimated capacity of 500-1000 pounds of electronics/batteries per bin (estimated between 1,000-2,500 pounds at the site). Each bin has been waterproofed and sealed to ensure that the inside compartment is wind and water resistant.

## Items Accepted:

Below is a brief list of items accepted:

1. Desktops, laptops, servers
2. Keyboards, mice, speakers
3. Flat screen TV's (plasma, LCD, LED)
4. Flat screen monitors
5. Cords, cables, chargers
6. Cell phones, tablets, other mobile devices
7. Computer parts/misc. parts
8. Old ink/toner
9. Every type of battery (\*including vehicle batteries)
10. routers/switches
11. commercial/office equipment
12. Industrial equipment
13. DVD players, VCR's, Blu-Ray players, etc.
14. Radios, clocks, and other similar devices



15. Small kitchen appliances (microwaves, toasters, blenders, etc.)

16. \*anything with a cord or batteries that isn't a CRT or projection TV

\*for questions on additional items please visit [www.greenmt.net](http://www.greenmt.net) or give us a call at (406) 206-5376

#### Items Rejected:

GTS will not accept any of the following items at the bin:

1. CRT monitors, CRT TV's, and Projection TV's
  - a. Due to the EPA and DEQ regulations GTS will be unable to accept any CRT's for processing at this time.
2. Paint, chemicals, and other hazardous waste
3. Old medications
4. medical/biological waste
5. Bulk scrap metal/large appliances \*industrial/misc. commercial equipment is accepted on a case by case basis
6. Devices that contain freon
7. General recyclables such as plastic, paper, cardboard, etc.
8. CFL bulbs and tubes (\*LED bulbs and LED tubes are accepted)

#### Bin Delivery:

GTS will deliver the recycling bins to the container site for free. The bin delivery dates are dependent on the lead times to build the bins (expect 3 weeks from the initial order date).

#### Electronics Pickups and Fees:

GTS will pick up from the container site for free. Once notified, GTS will pick up the contents of each bin within 3 business days. These pickup times are dependent on weather conditions.

#### Who Can Use the Bins:

The GTS drop off bins are open to the public during regular business hours of the container site. Due to this service being free, GTS would like the site to be open to both businesses and households at no charge.

#### Liability Insurance/Bin Repairs and Damage:

Each GTS bin will be fully insured under the GTS \$2 million general liability policy. In the event that a bin is vandalized/damaged GTS will implement all repairs necessary on the next pickup date for free.

To Sum it All Up:

1. GTS will provide 4-5 bins at the Laurel Container Site
2. Each bin will be fully insured under the GTS \$2 million general liability policy
3. GTS will deliver the bins for free
4. GTS will pick up the contents of the bins for free
5. GTS will maintain/implement all repairs necessary on the bins for free
6. GTS will accept almost every type of electronic device (CRT's/projection TV's are not accepted)
7. GTS will accept every type of battery including vehicle batteries

Additional Services Provided for Free:

GTS is one of the few recyclers that destroys every hard drive we receive. As a result, all hard drives GTS receives at the container site will be securely destroyed for free at our main 350 S Billings Blvd. Suite #2A facility (\*includes drives still in desktops, laptops, servers, DVR's, and satellite boxes)

Addition Information:

For more information please call (406) 206-5376 or email us at [info@greenmt.net](mailto:info@greenmt.net)

**File Attachments for Item:**

10. Chickens Discussion

CITY HALL  
115 W. 1<sup>ST</sup> ST.  
PUB. WORKS: 628-4796  
WATER OFC.: 628-7431  
COURT: 628-1964  
FAX 628-2241

# City of Laurel

P.O. Box 10  
Laurel, Montana 59044  
<https://cityoflaurelmontana.com/>



**RE: Urban Chickens (Yard Hens)**

**May 20, 2021**

Mayor Nelson and City Council,

In researching the information for Urban Chickens/Yard Hens throughout jurisdictions in Montana, I have found the following information.

**Helena, MT:** They have never prohibited the keeping of chickens therefore they do not have an ordinance. They treat them the same as they do a dog or cat with catching at large animals and turning over to humane society. If call pertaining to a rooster, they require that owner get rid of them.

**Belgrade, MT:** A draft was brought forth but was never adopted by the city since they do not have animal control officer and felt that the ordinance would require too much of the PD time to ensure enforcement.

**Billings, Bozeman and Missoula, MT:** All three have an ordinance, it is enforced by their animal control officer(s). I used their ordinances as an example for Council's review. They had a few common issues:

1. Roosters. As the chicks are not sexed when sold people have no way of knowing if hen or rooster until they have matured. The animal control officers then must notify them that they must get rid of the roosters.
2. Coups. All three stated you must watch how these are being constructed, placed and maintained. Common complaints are that they are placed too close to property boundaries or not secured.
3. Compliance with getting Permit to keep chickens. Although licenses range from \$10 - \$50 per year, people are not getting the proper license required by ordinance.
4. Confiscated chickens. Billings City Shelter takes the chickens and adopts them out. Missoula had to purchase a coup to hold them and then if unclaimed have a few rural connections that take them. Bozeman's shelter does not take them, so they must arrange for a safe, temporary shelter for them. This is usually at the Gallatin County Fairgrounds and then they must give them away to rural people willing to take them
5. Bozeman stated that they have several problems with stray dogs and cats killing chickens. In this instance both parties are held responsible: the dog/cat owner for not restraining his/her pets and the chicken owner for not keeping in secure enclosure.

**Karen Courtney, CCEO, CPSI, CBI, CFI1**  
Building Official/Code Enforcement Officer/Fire Inspector  
Playground Safety Inspector/ Safety Officer  
City of Laurel, MT

**Most of the this is from the City of Bozeman's Ordinance and notations from Billings and Missoula were notated.**

### **Keeping of chickens (*gallus gallus domesticus*).**

- A. *Keeping of chickens lawful.* Subject to the standards in this article, it shall be lawful to keep of up to \_female domestic chickens (hens) per permit holder. Except as provided in section \_\_\_\_\_, chickens kept in accordance with the provisions of this section are not nuisance animals pursuant to section \_\_\_\_\_ .

- **Under current zoning (Laurel Municipal Code only 1 would be allowed)**
- **Other jurisdictions: Bozeman – 15, Billings – 6, Missoula - 6**

- B. *Location and number.*

1. Chickens may be kept in the following locations, subject to all other standards in this article:
  - **Billings** – Single family parcel
  - **Bozeman**
    - a. On a single household parcel;
    - b. On a parcel under unitary ownership with more than one dwelling on site; and
    - c. On residential parcels under common ownership.
  - **Missoula** –
    - a. a single-family parcel(s); or
    - b. multi-dwelling parcel(s,) if all residents and the property owner(s) consent in writing before the fowl are acquired. The “allowed fowl” owner must keep a copy of the signed approval document and present it for inspection if requested by Animal Control personnel.
2. The number of chickens authorized per permit shall comply with the following, subject to all other standards in this article:
  - **Billings** – Up to six (6)
  - **Bozeman**
    - a. For the first 3,000 square feet of any residential parcel, up to four chickens;
    - b. For each additional 1,000 square feet of any residential parcel, one additional hen up to a maximum of 15; and
    - c. For parcels with multiple households the physical area used for determining the maximum number of allowed hens is exclusive to each permit and may not overlap. This may restrict the number of permits issued on a given parcel.
  - **Missoula** - The total number of geese, plus ducks, plus other domestic fowl may not exceed six.

- C. *Specific standards for chickens.*

1. No male chickens (roosters) over the age of three months are permitted.
2. No chickens may run at large within the corporate limits of the city. All chickens must be contained within the permittee's property boundary.
3. The permittee shall provide the chickens with a covered, predator-proof chicken house that is thoroughly ventilated, of sufficient size to admit free movement of the chickens. The chicken house

must be adjacent to and provide free access to the chicken enclosure. Any heat source or electrical facilities installed in a chicken house must comply with all adopted building and electrical codes of the city.

4. The permittee shall provide the chickens with a predator-proof enclosure of sufficient size to admit free movement of the chickens. Chicken enclosures may be movable.
    - **Billings** requires 2 square feet per chicken. Coop & enclosure no more than 12' at peak
    - **Missoula** requires 2 square feet per chicken
  5. Chickens shall be secured within the enclosure from sunset to sunrise.
  6. Chicken enclosures and houses must be kept in a neat and sanitary condition at all times and must be cleaned on a regular basis so as to prevent offensive odors.
  7. Chickens shall have continuous access to adequate food and water.
  8. Stored feed must be kept in a rodent- and predator-proof container.
  9. Chickens shall be maintained in a healthy condition. Ill chickens shall either receive appropriate medical care or be culled.
  10. No chicken house shall be located closer than 20 feet to any structure inhabited by someone other than the chicken owner, custodian, or keeper, and not closer than five feet to any property line. Chicken houses may be movable but must comply with all standards of this section.
    - **Billings**- no closer than 10 feet from public right of way, sidewalk or neighboring property line. Also prohibits keeping in front yard.
    - **Missoula** – 20 feet from any residential structure occupied by someone other than the owner, custodian or keeper.
  11. No chicken shall be kept in a manner so as to create noxious odors or noise of a loud, persistent and habitual nature.
  12. No chickens shall be slaughtered within the public view.
    - **Billings** also includes the verbiage: within view of adjacent property or public
- D. *Permits required/inspections.* **This is not included in Billings' or Missoula's ordinance they just state you are required to obtain a permit.**
1. Prior to the keeping of any chickens, a party seeking to keep chickens shall obtain a permit from the city. A permit fee may be established by resolution of the city commissions and may be revised from time to time. Only one permit shall be issued per household. Issuance of a permit is a discretionary act.
  2. The owner of the chickens shall keep a copy of all signed city approval documents for inspection upon request by an animal control officer.
  3. A permit for chickens under this section does not relieve any party from any requirement to obtain any other permit or other necessary approvals for any structure, fence, lighting, heat source, etc. as required by this Code.
  4. A party wishing to keep chickens shall submit an application to keep chickens to the city treasurer's office. The application shall contain the following:
    - a. A sketch identifying the property boundaries, the location of all structures on the property and distances between said structures and between the property boundaries. The sketch must also indicate the location of the chicken enclosure and chicken house.
    - b. The name, address, and signed statement of the property owner, if different from the applicant, consenting to the keeping of the applied for number of chickens on the property.

- c. Whether the number of chickens kept will be between one and six, or between seven and 15.
  - d. A description of the enclosure and chicken house, including materials used and cubic footage.
  - e. A sworn statement that all statements contained in the application are true and that the permit holder shall keep the chickens in compliance with the terms of the permit, application and this section.
  - f. The applicant shall provide each residence adjacent, including those adjacent across a public right-of-way, an acknowledgement of notification and request for hearing form and indicate on said form that the applicant intends to keep chickens in the manner described in the application. The applicant shall submit the signed forms and a listing of all adjacent residents with the application. If a neighbor refuses to sign, the applicant shall so state on the application. For the keeping of seven or more chickens, if two or more adjacent residences request a hearing, the city shall schedule and notice a hearing before the city commission pursuant to subsection E of this section.
  - g. Where the party seeking to keep chickens is not the fee owner of the property upon which chickens will be kept, the applicant shall obtain the property owner's consent in writing to keep chickens on the property. The owner's consent shall be submitted with the permit application or renewal. For the purposes of this section, when a party seeks to keep chickens on a property owned as condominium, the consent of the property owner's association must be obtained. An officer of the association may sign as the landowner.
- 5. For any party wishing to keep seven or more chickens, up to the maximum number allowed, the party shall have the location inspected by a city animal control officer prior to the keeping of seven or more chickens. The animal control officer shall review the enclosure, chicken house, and all matters related to the keeping of chickens.
  - 6. If, during any inspection, the animal control officer determines changes are to be made to the enclosure, chicken house, or to the number of chickens to be kept, or require mitigation for the impact to adjacent properties, such as fencing or other screening, the applicant/permit holder shall comply with the order of the animal control officer. A person aggrieved by a decision of the animal control officer may appeal to the city manager who shall review all applicable information and issue a decision on the appeal. Appeals from the city manager's decision on an application, permit or order of an animal control officer's decision may be made to the city commission. At the time of final approval by animal control, the officer shall indicate final approval on the permit and keep a record of final approval.
  - 7. A permit to keep chickens is specific to the permit holder and the location of the permit. A person wishing to move chickens to a different property shall obtain a new permit. A new resident of a property who intends to keep chickens shall obtain a new permit regardless of whether chickens were kept on the property or continue to be kept on the property.
  - 8. Approval of a permit to keep chickens authorizes the permit holder to keep the number of chickens in the manner described on the application and permit. Any increase to the number of chickens to seven or more up to the maximum number allowed, or a significant change to the manner of keeping said chickens shall require a new permit.
  - 9. Nothing in this section shall prevent an animal control officer from requiring an inspection of a property prior to or after issuance of a permit for any number of chickens including six or less.
  - 10. Changes to the standards contained in this section shall require any permit holder to comply with any new standard, regulation, or condition and no notice to a permit holder is required prior to enforcement of any new standard beyond that required for adoption of a new or revised ordinance.
- **Billings also includes this in their ordinance**

- E. *Protest and hearing.* **(Not included in Billings or Missoula)** For the keeping of seven or more chickens, a request by the occupants, owners, or residents of two or more adjacent properties for the city commission to conduct a hearing on the application shall subject the application to a hearing before the city commission. Adjacent properties shall include those properties adjacent by a public right-of-way and include those connected by property corners. If a hearing is held the commission may issue a permit if the commission finds:
1. That the site for the proposed use is adequate in size to accommodate such the keeping of chickens, and all yards, spaces, fences, and enclosures are adequate to properly relate such use with the land and uses in the vicinity;
  2. That the proposed use will have minimal adverse impact on adjacent properties or residents; and
  3. That any conditions stated in the approval are in addition to those required in this article and are deemed necessary, and shall apply and be followed by the applicant and the property owner as a condition of approval.
- F. *Enforcement.* Upon receiving a complaint of a possible violation, the animal control officer will investigate and determine if a violation of this section exists. If the animal control officer determines a violation exists, the officer may serve upon the permit holder or the owner or lessee of the property a written notice of violation and an order to take corrective action, may issue a warning, or may immediately issue a violation notice. The notice of violation may be served by leaving the notice in a conspicuous location at the place of the keeping of the chickens, or in accordance with section \_\_\_\_\_. The animal control officer will revisit the owner's address ten days or more after the notice of violation is issued. The provisions of sections \_\_\_\_\_ and article \_ of this chapter shall apply to the keeping of chickens.
- **Billings: municipal infraction with civil penalties.**
  - **Missoula: Misdemeanor offense**

**Same—Notice to owner; redemption conditions. (Bozeman Only)**

- A. It is the duty of every owner of any animal to know its whereabouts at all times. In the event that any animal is impounded, the owner shall redeem the same within 96 hours, or it shall be subject to disposal by the animal shelter director as provided in section \_\_\_\_\_. The owner of any impounded animal may redeem the same within such a period of time by accepting a citation for violation of any ordinance of the city for which the owner may be properly charged, and posting any boarding fees to the animal shelter in accordance with their established fee rates.
- B. If an impounded animal is suspected or known to have dangerous or vicious propensities, or accused of being a nuisance animal, it shall not be released or redeemed unless, or until, a hearing can be held before the municipal court to determine under what conditions, if any, such animal shall be released or redeemed. A complaint may be filed in municipal court against the person redeeming any animal impounded for violation of any provision of this article.
- C. To reclaim or redeem any animal impounded on the belief said animal is repeatedly at large, or is a nuisance, the owner must petition the municipal court for a hearing to determine under what conditions, if any, such animal shall be released or redeemed. During the hearing, the court will hear evidence to determine whether the animal should be declared a nuisance animal, to include any recommendations by the animal control officer. If a determination is made that the animal is repeatedly at large, or otherwise a nuisance, the owner shall be ordered to comply with provisions or conditions made by the court, including, but not limited to, ordered confinement of the animal in a secure enclosure. If the owner does not file such a petition within four days of the impound, the animal shall become the property of the city and subject to disposal by the animal shelter director as provided in section \_\_\_\_\_. Impoundment and associated costs, including any costs of destruction, shall be at the expense of the owner.



- D. To reclaim or redeem any animal impounded on the belief said animal is dangerous, vicious or the subject of abuse, the owner must petition the municipal court for a hearing to determine under what conditions, if any, such animal shall be released or redeemed. During the hearing, the court will hear evidence to determine whether the animal should be declared dangerous, vicious, or whether the animal was endangered by cruel treatment, and will take into consideration any recommendations by the animal control officer regarding the release of the animal. If a determination is made that the animal is dangerous, vicious, or the animal has been subject to cruel treatment, the owner shall be ordered to comply with provisions or conditions made by the court. If the owner does not file such a petition within four days of the impound, the animal shall become the property of the city and subject to disposal by the animal shelter director as provided in section \_\_\_\_\_. Impoundment and associated costs, including any costs of destruction, shall be at the expense of the owner. The animal shall not be released to the owner until such hearing is held.

**Same—Disposition of unredeemed animals. (Bozeman Only)**

If any animal is not redeemed within 96 hours from the time it is taken and impounded, the owner thereof shall forfeit all right, title, and interest therein, and the animal shelter director may offer the same for sale or adoption. Sale or adoption, and such certificate of sale, shall confer title and ownership of the animal, free of all claims and interest of the previous owner. In the event that any impounded animal is not redeemed by the owner or purchased, it may be disposed of by the animal shelter director or contracting agency in a humane manner. Any animal suffering from an infectious disease shall not be released but shall be disposed of, unless the public health officer shall otherwise order. Any animal deemed dangerous or vicious by the court may not be sold or adopted without proper disclosure to the individual purchasing or adopting said animal, to include the nature and extent of the behavior prompting the declaration of the court.

**File Attachments for Item:**

14. Draft City Council Agenda for June 22, 2021.



**AGENDA  
CITY OF LAUREL  
CITY COUNCIL MEETING  
TUESDAY, JUNE 22, 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 May 25, 2021.

**Correspondence**

2. Fire Monthly Report - May 2021
3. Ambulance Monthly Report - May 2021
4. Police Monthly Report - May 2021
5. Building Department Monthly Report - May 2021
6. Re-appointment of Jonathan Klasna to the Laurel City/County Planning Board Letter.
7. Laurel Airport Authority Minutes of May 4, 2021.

**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.*

8. Claims entered through June 18, 2021.
9. Approval of Payroll Register for PPE 5/30/2021 totaling \$202,116.20.
10. Council Workshop Minutes of August 18, 2020.
11. Council Workshop Minutes of September 1, 2020.
12. Council Workshop Minutes of February 16, 2021.
13. Council Workshop Minutes of April 20, 2021.
14. Council Workshop Minutes of May 4, 2021.

15. Council Workshop Minutes of May 18, 2021.

## **Ceremonial Calendar**

### **Reports of Boards and Commissions**

16. Budget/Finance Committee Minutes of May 11, 2021.  
17. Budget/Finance Committee Minutes of May 25, 2021.  
18. Budget/Finance Committee Minutes of June 8, 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**

19. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Green Technology Solutions To Provide Electronics Recycling Drop Off Bins And Related Services At The City's Container Site.

### **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**