



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JUNE 17, 2025
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. Because of the Rules that govern public meetings, Council is not permitted to speak in response to any issue raised that is a non-Agenda item. The Mayor may provide factual information in response, with the intention that the matter may be addressed at a later meeting. In addition, City Council may request that a particular non-Agenda item be placed on an upcoming Agenda, for consideration. Citizens should not construe Council's "silence" on an issue as an opinion, one way or the other, regarding that non-Agenda matter. Council simply cannot debate an item that is not on the Agenda, and therefore, they must simply listen to the feedback given during public input. 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.*

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.

General Items

1. Appointment of Jason Gonzales as the Building Official.
2. Motion to allow Council Member Sparks to be absent from the City of Laurel for more than ten days. (LMC 2.12.060)
3. Public Works Committee Appointments(2 Vacancies, 0 Letters of Interest Received, No Term Limit)
4. Laurel Airport Authority Appointment(1 Vacancy, 1 Letter of Interest Received, 5 Year Term Limit)
5. Cemetery Commission Appointments(3 Vacancies, 1 Letters of Interest Received, 2 Year Term Limit)
6. City/County Planning Board Appointments(3 Vacancies, 2 Letters of Interest Received, 2 Year Term Limit)
7. Library Board Appointment(1 Vacancies, 0 Letters of Interest Received, 5 Year Term Limit)
8. Yellowstone Historic Preservation Board Appointment(1 Vacancies, 0 Letters of Interest Received, 2 Year Term Limit)

Executive Review

9. **Police:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute A Memorandum Of Agreement By And Between The City Of Laurel And Yellowstone City-County Health Department, D/B/A Riverstone Health.
10. **Public Works:** Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.
11. **Public Works:** Resolution - A Resolution Approving An Increase To The City Of Laurel's Water And Wastewater Rates And Charges To Become Effective On July 10, 2025.
12. **Public Works:** Ordinance - An Ordinance Repealing And Replacing Certain Sections Of Title 12 Of The Laurel Municipal Code Related To Tree Board And Park 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. 5100, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

File Attachments for Item:

4. Laurel Airport Authority Appointment(1 Vacancy, 1 Letter of Interest Received, 5 Year Term Limit)

Gary Blain

6309 Jellison Road
Billings, MT 59101
cchuey@hotmail.com
406-671-2789

May 28, 2025

Laurel Airport Board
c/o Laurel City Council
115 W 1st Street
Laurel, MT 59044

Dear Members of the Laurel Airport Board,

I am writing to express my interest in continuing to serve on the Laurel Airport Board beyond my initial term. It has been a privilege to contribute to the oversight and development of the airport, and I would be honored to remain involved as we work toward its continued success and growth.

As a lifelong aviator and longtime member of the Montana aviation community, I bring decades of experience and a deep personal connection to the Laurel Airport, where I first learned to fly nearly 50 years ago. My background as the former owner of Billings Flying Service has given me a broad perspective on aviation operations, safety, and community engagement, all of which I continue to bring to my role on the board.

I sincerely apologize for the delay in submitting this letter and appreciate your understanding. I remain enthusiastic about the opportunity to continue supporting the airport and its mission.

Thank you for your consideration.

Sincerely,
Gary Blain

File Attachments for Item:

5. Cemetery Commission Appointments(3 Vacancies, 1 Letters of Interest Received, 2 Year Term Limit)

Brittney Harakal

From: Ward 4B
Sent: Tuesday, May 6, 2025 5:51 PM
To: City Mayor
Cc: Brittney Harakal
Subject: cemetery commission

It has been a honor to serve on the city cemetery commission and i would to be reappointed to that commission.

thanks

C C Richard A Klose SR

File Attachments for Item:

6. City/County Planning Board Appointments(3 Vacancies, 2 Letters of Interest Received, 2 Year Term Limit)

Tom Canape

102 6th Ave

Laurel, MT 59044

Dear Mayor,

It has been my pleasure to serve on the City/County Planning Board. As my time serving on the board is expiring, please consider reappointing me to this position.

Respectfully,

A handwritten signature in black ink that reads "Tom Canape". The signature is fluid and cursive, with the first name "Tom" and last name "Canape" clearly legible.

Tom Canape

Ward 1B

April 23, 2025

Council Administrative Assistant

City of Laurel

PO Box 10

Laurel, MT 59044

Dear Mr. Waggoner, Mayor

I am interested in being reappointed to serve on the City/County Planning Board.

Thank you for your reconsideration,

Respectfully submitted,



Richard Herr

501 7th Avenue

Laurel, MT 59044

File Attachments for Item:

9. Police: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute A Memorandum Of Agreement By And Between The City Of Laurel And Yellowstone City-County Health Department, D/B/A Riverstone Health.

RESOLUTION NO. R25-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY
OF LAUREL AND YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT,
D/B/A RIVERSTONE HEALTH.**

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

Section 1: Approval. The Memorandum of Agreement by and between the City of Laurel and Yellowstone City-County Health Department, d/b/a RiverStone Health, related to Disaster and Emergency Response Services (hereinafter “Memorandum of Agreement”), a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Memorandum of Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of June, 2023, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of June, 2023.

APPROVED by the Mayor the _____ day of June, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

MEMORANDUM OF AGREEMENT

Between

The City of Laurel, by and through its Police Department,

and

Yellowstone City-County Health Department, dba *RiverStone Health*

1. AUTHORITY

The parties to this agreement are:

A. The City of Laurel, by and through its City of Laurel Police Department (hereinafter “City of Laurel Police Department”), located at 215 West 1st Street, Laurel, Montana 59044 and represented by Captain Jarred Anglin (406 628 8737)

B. RiverStone Health, located at 123 South 27th Street, Billings, Montana 59101 and represented by Jonathan Forte, President & CEO / Health Officer (406 247 3200)

2. PURPOSE

In the interest of community safety, if an event occurs after which it becomes medically necessary to provide medications to the population in Yellowstone County, RiverStone Health will collaborate with Yellowstone County Disaster and Emergency Services to utilize various community assets. In such an event, RiverStone Health will request the assistance of any available staff and resources to accomplish medication dispensing.

It will be necessary to provide security for these medical resources, collectively referred to as Strategic National Stockpile (SNS) assets, from their arrival in Laurel, Montana, until they are distributed to their Points of Dispensing (PODs), dispensed, and/or withdrawn.

3. RESPONSIBILITIES

A. City of Laurel Police Department: agrees in the event of an emergency during which medication distribution to the population of Yellowstone County becomes necessary, we will, to the best of our ability, provide the following:

- 1) Transportation security and continued security for SNS assets upon their arrival, dispensing, and/or demobilization at designated PODs within the limits of the City of Laurel, Montana.
- 2) The City of Laurel Police Department shall be responsible for equipping, recruiting, training, payment, and supervision for their personnel so as to prepare and enable them to complete their duties.
- 3) The City of Laurel Police Department will participate as needed and to the best of their ability in required Call Down, Distribution, and Dispensing exercises.

B. RiverStone Health agrees:

- 1) To provide notice of the impending delivery of the SNS assets as soon as possible to the City of Laurel Police Department.
- 2) To make arrangements to provide City of Laurel Police Department employees and their immediate families with the required prophylaxis medication before their participation in the transport, storage, and dispensing to the public begins.

- 3) To provide SNS training to the City of Laurel Police Department initially and as needed or requested.
- 4) To the best of their ability, will assist with the reimbursement assistance process through the Stafford Act.

4. TERM OF AGREEMENT

This agreement is in force as of the date indicated below, and shall remain in effect unless terminated by written notification from either party to the other; or, until replaced by an updated version mutually agreed to by both parties. This agreement will be reviewed and updated as needed.

SIGNED this _____ day of _____, 2025

Jonathan Forte
President & CEO / Health Officer
Yellowstone City-County Health Department dba RiverStone
Health

City of Laurel
Mayor

Michele Braukmann
Civil Attorney
City of Laurel

File Attachments for Item:

10. Public Works: Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.

RESOLUTION NO. R25-_____

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
EXECUTE AN INDEPENDENT CONTRACTOR SERVICE CONTRACT WITH
TRUE NORTH CONTRACTING.**

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

Section 1: Approval. The Independent Contractor Service Contract by and between the City of Laurel (hereinafter “the City”) and True North Contracting, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Independent Contractor Service Contract with True North Contracting on behalf of the City.

Introduced at a regular meeting of the City Council on the _____ day of June, 2025, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel the _____ day of June, 2025.

APPROVED by the Mayor the _____ day of June, 2025.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 24th day of June, 2025, 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 True North, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way, Billings, Montana 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 June 4, 2025, 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 eight thousand eight hundred two dollars and fifty cents (\$8,802.50) 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 24th DAY OF JUNE 2025.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

True North

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

9431 Anglers Way
Billings Mt 59101
jb.tnc@outlook.com
406-850-8745



PROPOSAL

Date Estimate #
6/4/2025 12-93

TRUE NORTH CONTRACTING

City Of Laurel
P.O. Box 10
Laurel, MT
59044

6th ave and Main

Description		Total
Pave 1,500 sq ft of 3" thick asphalt		5,766.50
1.Bid does not include price for bond or traffic control. 2.The signing of this proposal will serve as a binding contract between True North Contracting LLC and signing party. 3.Thank you for the opportunity to earn your business		Total \$5,766.50
		ACCEPTANCE OF PROPOSAL _____ DATE OF ACCEPTANCE _____

9431 Anglers Way
Billings Mt 59101
jb.tnc@outlook.com
406-850-8745



PROPOSAL

Date Estimate #
6/4/2025 12-92

TRUE NORTH CONTRACTING

City Of Laurel
P.O. Box 10
Laurel, MT
59044

Alder and Main

Description		Total
Prep and patch 640 sq ft of 3" thick asphalt		3,036.00
1.Bid does not include price for bond or traffic control. 2.The signing of this proposal will serve as a binding contract between True North Contracting LLC and signing party. 3.Thank you for the opportunity to earn your business		Total \$3,036.00
		ACCEPTANCE OF PROPOSAL _____ DATE OF ACCEPTANCE _____

File Attachments for Item:

11. Public Works: Resolution - A Resolution Approving An Increase To The City Of Laurel's Water And Wastewater Rates And Charges To Become Effective On July 10, 2025.

RESOLUTION NO. R25-__

**A RESOLUTION APPROVING AN INCREASE TO THE CITY OF LAUREL'S
WATER AND WASTEWATER RATES AND CHARGES TO BECOME
EFFECTIVE ON JULY 10, 2025.**

WHEREAS, the current water and wastewater rates and charges in effect at the present time are not adequate to provide revenues with which to defray the increased costs of operation, maintenance, and capital of the City's water and wastewater distribution facilities and systems;

WHEREAS, the provision of the water and wastewater systems and facilities is essential to the preservation of the public's health and welfare;

WHEREAS, the new rates, must before taking effect, be approved by the City Council after advertising and conducting a public rate hearing pursuant to the City's Charter at Article I, Section 1.03(2) and MCA Section 69-7-111;

WHEREAS, current budgetary requirements with respect to the operation of said facilities in addition to on-going and future projects require the proposed rates to become effective on or about July 10, 2025, to enable the City to proceed as expeditiously as possible to accomplish the objectives herein above recited;

WHEREAS, pursuant to its Charter and Montana law, the City Council has determined that a public rate hearing must be advertised and held to gather documents, testimony, and other evidence regarding the proposed increases in water and wastewater rates and charges;

WHEREAS, a notice of public hearing was mailed to all users of the City's water and wastewater system notifying them that, pursuant to Resolution No. R_____, adopted on _____, it was the intent of the City to increase the rates and charges for water and wastewater services and Notice of the Public Hearing was published as required by Mont. Code Ann. § 69-7-111;

WHEREAS, a public hearing was held on the 24th day of June, 2025, at 6:30 p.m. in the City Council Chambers, at City Hall, Laurel, Montana, for the purpose of gathering public comments and evidence regarding the proposed rate and charge increase;

WHEREAS, every individual who attended the public hearing was given the opportunity to speak, present argument and/or to submit written comment into the hearing record; and

WHEREAS, based upon the record created, the City Council is prepared to issue its decision pursuant to Mont. Code Ann. § 69-7-112.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAUREL, MONTANA:

1. That the City Council considers it both advisable and necessary to increase the municipal water and wastewater services rates and charges for all users in accordance with the rates and charges as specifically contained on the rate and charge schedule marked "Exhibit A" that is attached hereto and hereby incorporated into this Resolution by reference.
2. That the proposed increase in the rates and charges for the users of the municipal water and wastewater system is hereby approved and attached hereto and fully incorporated herein as "Exhibit A," and
3. That this Resolution shall be immediately filed with the City Clerk/Treasurer and shall become final and effective not less than ten (10) days after such filing.

Introduced at a regular meeting of the City Council on the ____ day of _____, 2025 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel on the ____ day of _____, 2025.

APPROVED by the Mayor on the ____ day of _____, 2025.

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:

12. Public Works: Ordinance - An Ordinance Repealing And Replacing Certain Sections Of Title 12 Of The Laurel Municipal Code Related To Tree Board And Park Board.

Chapter 12.28 PARK RULES AND REGULATIONS AND TREES AND BOULEVARDS*

Sections:

12.28.010 Creation and establishment of a ~~city~~City park boardPark and Tree Board.

There is created and established an advisory board to the ~~city~~City councilCouncil that shall be known as the ~~park board~~Park and Tree Board for the ~~city~~City of Laurel ("Board") which shall consist of ~~seven~~four to six members who ~~shall constitute three sitting members of the city council and four members at large who~~ must reside in the ~~city~~City or who must live within two miles thereof. ~~These members shall consist of at least three sitting members of the City Council and the remainder of members at large.~~ The ~~mayor~~Mayor shall appoint all members with approval of the ~~council~~Council. The members shall come from diverse interest groups including, but not limited to, school teachers, club members, homeowners, business owners, park or tree professionals and/or representatives from the ~~city~~City government.

(Ord. 06-08 (part), 2006)

12.28.020 Term of office.

The term of office for the members shall be four years. ~~_except that the term of three of the members appointed to the first board shall be for two years and the term of four members of the first board shall be for four years.~~ In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the respective term.

(Ord. 06-08 (part), 2006)

12.28.030 Compensation.

Members of the board shall serve without compensation.

(Ord. 06-08 (part), 2006)

12.28.040 Operation.

The ~~B~~board shall select its own officers (if any), make its own operational rules and regulations to govern its meetings, schedule its own meetings¹ dates and times for the convenience of its members and shall keep a record of its proceedings. All meeting dates and times shall be posted at ~~City~~City Hall. A majority of the members shall be a quorum for the transaction of business.

(Ord. 06-08 (part), 2006)

12.28.050 ~~Park board~~Park and Tree Board authority.

A. The ~~park board~~Park and Tree Board of the ~~city~~City shall have the authority and discretion to:

1. Promulgate and develop proposed ordinances, rules and/or regulations that govern the general use of all ~~cityCity~~ parks with consideration of public input for presentation to the ~~cityCity council~~Council for consideration and adoption by the ~~cityCity council~~Council;
 2. Establish a proposed permit system to provide for an advanced reservation system for the exclusive use of a ~~cityCity~~ park or ~~cityCity~~ park improvement by a person or group to be administered by ~~cityCity~~ staff upon approval by the ~~cityCity council~~Council;
 3. Prepare and adopt proposed rules or regulations governing or limiting the possession or use of alcoholic beverages in ~~cityCity~~ parks by any person or group of people, including establishment of a proposed permit and registration procedure for the possession or use of alcoholic beverages by any group of people to be administered and enforced by ~~cityCity~~ staff and/or the ~~cityCity~~ police when applicable upon approval by the ~~cityCity council~~Council;
 4. Negotiate terms for lease agreements for ~~cityCity~~ parks or other ~~cityCity~~ park related improvements with current or new users, groups or clubs on the ~~cityCity council~~Council's behalf. When completed, the ~~park board~~Park and Tree Board shall present each negotiated proposed lease agreement to the ~~cityCity council~~Council for approval and adoption by resolution of the ~~cityCity council~~Council;
 5. Assist with the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets, and in other public areas; and
 6. When requested by the City Council, consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work.-
- B. All park ordinances, rules, and regulations promulgated by the ~~park board~~Park and Tree Board shall be adopted by the ~~cityCity council~~Council upon recommendation by the ~~park board~~Park and Tree Board pursuant to this section. All rules, regulations, and/or ordinances adopted hereunder shall be posted in a public place at each park affected thereby or be available at the office of the ~~cityCity Clerk-Treasurer~~. The Park and Tree Board may conduct tree inventory analysis within its discretion.

(Ord. 06-08 (part), 2006)

12.28.060 Park hours.

- A. Except as otherwise provided herein, all ~~cityCity~~ parks shall be closed from ten p.m. until six a.m. each night.
- B. No person shall remain in or upon any ~~cityCity~~ park during closed hours.
- C. This section shall not apply to ~~the~~ overnight camping areas designated ~~in Riverside Park by the City.~~
- D. The children's playground equipment commonly known as "Kids Kingdom" at Kiwanis Park shall close at ten p.m. and reopen at six a.m.
- E. Any person violating the terms of this section shall, upon conviction, be punished as set forth in Section 12.28.100 of this code.
- F. Applicants may seek an exemption to this section when applying for an event permit at ~~cityCity Hall~~.

(Ord. 06-08 (part), 2006)

(Ord. No. 019-03, 12-10-19)

12.28.065 Fees and charges.

The ~~city~~City Council shall establish reasonable fees and/or charges for the use of the pool, parks and/or recreation areas and facilities owned by the ~~city~~City by annual resolution after a public hearing.

(Ord. 07-06 (part), 2007; Ord. 06-04 (part), 2006)

12.28.070 Use of tennis courts restricted.

- A. ~~City~~City tennis courts shall be used only for the practice and playing of tennis. All other activities are prohibited on all ~~city~~City tennis courts. No person shall use or occupy any ~~city~~City tennis court or any part thereof for any purpose other than the playing or practicing of tennis.
- B. Any person violating the terms of this section shall, upon conviction, be punished by a fine not exceeding one hundred dollars.

(Ord. 06-08 (part), 2006)

12.28.080 Use of ~~South Pond~~Laurel Lion's Family restricted.

- A. The following activities are prohibited at South Pond at all times:
 1. Swimming, ~~except for approved scuba diving and skin diving as set forth in this section; and~~
 2. Motorized or power boating of any kind.
- ~~B. Scuba diving and skin diving shall be permitted at South Pond by advance permit only, subject to the following restrictions:~~
 - ~~1. Any person, prior to skin or scuba diving in South Pond, shall first obtain from the city a permit;~~
 - ~~2. Permits granted hereunder are given pursuant to Montana Code Annotated § 70-16-302(1). The city shall not collect any fee for issuing a permit hereunder. The city shall not be liable for any accidents or injury to persons or property derived from skin or scuba diving or related activities. Every applicant must sign release and waiver of liability before receiving a permit hereunder;~~
 - ~~3. The city shall not issue a permit unless the applicant first displays to the city a current certification of diving qualification issued by a recognized diving training school affiliated with one of the below listed organizations. Student applicants must be accompanied by a certified instructor at all times and are subject to all other requirements of this section. The following organizations are recognized by the city as proper certifying authorities:~~
 - ~~a. N.A.U.I. National Association of Underwater Instructors;~~
 - ~~b. P.A.D.I. Professional Association of Diving Instructors;~~
 - ~~c. Y.M.C.A. Young Men's Christian Association;~~
 - ~~d. N.A.S.D.S. National Association of Skin Diving Schools;~~
 - ~~e. P.S.I.C. Professional Divers Instructional College;~~
 - ~~4. All permittees shall be subject to all federal and state laws, rules and regulations pertaining to scuba diving and skin diving;~~
 - ~~5. Any permit issued hereunder may be revoked at any time by city police officers, with or without cause. Divers shall immediately leave the pond upon demand of any police officer.~~

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(Supp. No. 22)

BC. Any person who violates any of the terms or provisions of this section shall, upon conviction therefore, be punished in accordance with the provisions of Section 1.36.010 of this code.

(Ord. 06-08 (part), 2006)

12.28.090 Use of motor vehicles restricted.*

- A. No person shall drive or otherwise operate any motor vehicle in any ~~city~~City park except in or upon ~~gravelled~~graveled or paved parking areas.
- B. This chapter shall not apply to ~~city~~City vehicles in the regular operation and conduct of ~~city~~City business or to construction or maintenance vehicles belonging to any contractor performing any work for the ~~city~~City in any ~~city~~City park.
- C. Users of Riverside Park, however, may operate vehicles only upon designated, defined roadways therein.
- D. Any violation of this chapter shall, upon conviction thereof, be punishable as provided in Section 1.36.010 of this code.

(Ord. 06-08 (part), 2006)

* There were two sections numbered 16.02.020 added to the Laurel prior code.

12.28.100 Violation—Penalty.

- ~~A. Any person violating any provision of this chapter for which another penalty has not been specifically provided shall, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.~~
- ~~B. Any person violating any ordinance, rule or regulation adopted by the park committee pursuant to this chapter shall, upon conviction thereof, be punished by a fine not to be less than fifty dollars nor more than five hundred dollars, or by imprisonment for a term not exceeding six months, or both.~~

~~(Ord. 06-08 (part), 2006)~~

12.28.100 Tree species to be planted.

The City Park and Tree Board shall develop and maintain a list of desirable trees for planting along streets in three size classes, based on mature height: small (under twenty feet), medium (twenty to forty feet) and large (over forty feet). Efforts shall be made to ensure a sufficient diversity of tree species. Lists of prohibited trees or trees not suitable for planting will also be developed and maintained by the Board.

(Ord. 05-1 (part), 2005)

12.28.110 Spacing.

The spacing of street trees will be in accordance with the three size classes listed in Section 12.28.100 of this chapter, and no trees may be planted closer together than the following: small trees, fifteen feet; medium trees, twenty-five feet; and large trees, thirty-five feet; except in special plantings designed or approved by a landscape architect.

(Ord. 05-1 (part), 2005)

12.28.120 Distance from curb and sidewalk.

The distance trees may be planted from curbs or curb lines and sidewalks will be in accordance with the three size classes listed in Section 12.28.100 of this chapter, and no tree may be planted closer to any curb or sidewalk than the following: small trees, two feet; medium and large trees, three feet.

(Ord. 05-1 (part), 2005)

12.28.130 Distance from street corners and fireplugs.

No street tree shall be planted within thirty-five feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No street tree shall be planted within ten feet of any fireplug.

(Ord. 05-1 (part), 2005)

12.28.140 Utilities.

No street trees other than those species accepted as small trees by the City Park and Tree Board may be planted under, or within ten feet of any overhead utility wire.

(Ord. 05-1 (part), 2005)

12.28.150 Public tree care.

The City shall have the right to plant, prune, maintain, and remove trees, plants, and shrubs within the lines of all streets, alleys, avenues, lanes, squares, and public grounds as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

The City may remove or cause to be removed any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, or is affected with any injurious fungus, insect, or other pest. This section does not prohibit the planting of street trees by adjacent property owners providing that the selection and location of said trees is in accordance with Sections 12.28.100 and 12.28.110 of this chapter.

(Ord. 05-1 (part), 2005)

12.28.160 Pruning standards.

All tree pruning on public property shall conform to the ANSI A300 standards for tree care operations.

(Ord. 05-1 (part), 2005)

12.28.170 Tree topping.

It shall be unlawful as a normal practice for any person, firm, or City department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Crown reduction by a qualified arborist may be substituted, where appropriate. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this chapter at the determination of the City Park and Tree Board. The City

Park and Tree Board retains discretion to determine appropriate tree topping, and the Board is granted authority to seek the City's intervention to impose penalties for unlawful tree topping.

(Ord. 05-1 (part), 2005)

12.28.180 Pruning and corner clearance.

Every owner of any tree overhanging any street or right-of-way within the City shall prune the branches so that such branches shall not severely obstruct the light from any street lamp or obstruct the view of any street intersection, and so that there shall be a clear space of thirteen feet above street surface or eight feet above the sidewalk surface. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs, which constitute a menace to the safety of the public. The City shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign or sight triangle at intersections.

Tree limbs that grow near high voltage electrical conductors shall be maintained clear of such conductors by the electric utility company in compliance with any applicable franchise agreements.

(Ord. 05-1 (part), 2005)

12.28.190 Dead or diseased tree removal on private property.

The City shall have the right to cause the removal of any dead or diseased trees on private property within the City, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the City. The City will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty days after the date of service of notice. In the event of failure of owners to comply with such provisions, the City shall have the authority to remove such trees and charge the cost of removal on the owner's property tax notice.

(Ord. 05-1 (part), 2005)

12.28.200 Protection of trees.

In order to maintain the overall forest, reasonable efforts shall be made to replace trees that are removed and to protect quality trees that are endangered.

Trees of desirable species and good health shall be protected as much as possible from damage during construction, sidewalk repair, utilities work above and below ground, and other similar activities. The zone of protection shall include the ground beneath the canopy of the tree.

(Ord. 05-1 (part), 2005)

12.28.210 Interference with the City Park and Tree Board.

It shall be unlawful for any person to prevent, delay or interfere with the City of Laurel, its City Park and Tree Board, or any of its agents while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or trees, as authorized by this chapter.

(Ord. 05-1 (part), 2005)

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12.28.220 Authority of adjoining property owner to plant or care for trees on boulevard or parkways.

Permission is given to the owners of real estate to improve their premises by planting trees and properly caring for trees in the boulevards adjoining their property consistent with the terms of this Section. Such trees shall in no case interfere with the full use of the streets for public purposes, and no person shall plant any tree within the limits of any parkway, street, or alley in the City without having first obtained a written permit from the City.

It shall be the duty of any property owner to make request in writing to the City, stating the variety and precise location of each tree proposed to be planted. The permit shall specify location and variety of each tree.

(Ord. 05-1 (part), 2005)

12.28.230 Removal, cutting and injury.

No person shall remove, destroy, cut, deface or in any way injure or interfere with any street or park tree without a permit from the City.

(Ord. 05-1 (part), 2005)

12.28.240 Interference with trees by house mover, permit required.

It shall be unlawful for any person to move any building along any street, avenue or alley in the City, in such a way as to interfere with or injure any tree or shrub in any street, avenue, alley or public place, including parks and parkways, without a written permit obtained from the City Park and Tree Board. The application for such permit, and the permit issued, shall specify the particular building and the particular route to be followed.

(Ord. 05-1 (part), 2005)

12.28.250 Procedure for temporary removal.

All moving of trees and shrubs made necessary by moving of buildings or any other purpose shall be done under supervision of the City, at the expense of the owners of the buildings, or the party requesting the same. Should such moving cause the death of the tree, the owner of the buildings or the party requesting the temporary removal, at his own expense, shall replace the same under the supervision of the City.

(Ord. 05-1 (part), 2005)

12.28.260 Insects and diseases—Declared nuisance.

All insect pests and diseases known to be injurious to fruit, shade, and ornamental trees and shrubs, and all trees, shrubs and vegetable growth infested or infected therewith constitute a menace, and are hereby declared to be a common nuisance.

(Ord. 05-1 (part), 2005)

12.28.270 Spraying.

Every person who is owner or in possession or control or management of any lot, block or parcel of land upon which there are any fruit, shade or ornamental trees or shrubs which are infested or infected with any insect pests or diseases known to be injurious to such fruit, shade or ornamental trees or shrubs, shall, within three days, upon written notice of the City, spray or cause the same to be sprayed in such manner and with some insecticide designated by the City. Any person failing to comply with any such notice shall be deemed guilty of maintaining a nuisance.

(Ord. 05-1 (part), 2005)

12.28.280 Review by the City Council.

The City Council shall have the right to review the conduct, acts, and decisions of the City Park and Tree Board.

(Ord. 05-1 (part), 2005)

12.28.290 Violation—Penalty.

- A. Any person violating any provision of this chapter for which another penalty has not been specifically provided shall, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.
- B. Any person violating any ordinance, rule, or regulation pursuant to this chapter shall, upon conviction thereof, be punished by a fine not to be less than fifty dollars nor more than five hundred dollars, or by imprisonment for a term not exceeding six months, or both.

(Ord. 05-1 (part), 2005)