



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, APRIL 20, 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. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With All Seasons Roofing For Repairs And Installation Of Roofing Materials At The Fire, Ambulance And Police (FAP) Building And The Library.
2. Ordinance - An Ordinance Amending Certain Chapters Of Title 15 Of The Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings And Construction. (1st Reading)

Council Issues

3. Resolution No. R19-07
4. Discussion on Chickens.

Other Items

Review of Draft Council Agendas

5. Draft Council Agenda for April 27, 2021.

Attendance at Upcoming Council Meeting

Announcements

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

DATES TO REMEMBER

File Attachments for Item:

1. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With All Seasons Roofing For Repairs And Installation Of Roofing Materials At The Fire, Ambulance And Police (FAP) Building And The Library.

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH ALL SEASONS ROOFING FOR REPAIRS AND INSTALLATION OF ROOFING MATERIALS AT THE FIRE, AMBULANCE AND POLICE (FAP) BULDING AND THE LIBRARY.

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 retroactively to April 13, 2021.

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 April _____, 2021, by Council Member .

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this ____th day of April 2021.

APPROVED by the Mayor this ____th day of April 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 13th day of April, 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 All Seasons Roofing, a contractor licensed to conduct business in the State of Montana, whose address is 66 River View Road, Park City MT 59063, 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 March 24, 2021, attached hereto as Exhibit "A" and by this reference made part of this contract.
- B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.
- C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit "A".

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor sixteen thousand seven hundred fifty dollars and no cents (\$16,750.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY'S RESPONSIBILITIES

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

SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

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

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

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

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

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

E. All workmanship provided to, on, or for the Contract must be free of defects and nonconformities for a minimum period beginning with the commencement of the work and ending five (5) years from completion and final acceptance by the City. All material provided to, on, or for the Contract must be free of defects and nonconformities for a minimum period beginning with the commencement of the work and ending ten (10) years 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.

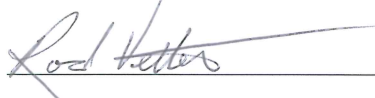
SIGNED AND AGREED BY BOTH PARTIES ON THE 13th DAY OF APRIL 2021.

CITY OF LAUREL



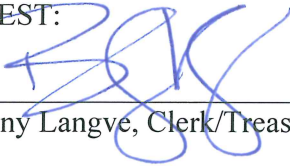
Thomas C. Nelson, Mayor

CONTRACTOR



All Seasons Roofing

ATTEST:



Bethany Langve, Clerk/Treasurer

Employer Identification Number

13584

66 River View Road
Park City, MT 59063
Office... 406.256.5657
Cell..... 406.855.3307
allseasonsroofing@yahoo.com

Owner's Name: CITY OF LAUREL		Owner's Address: P.O. BOX 10	
Owner's City, State, Zip: LAUREL, MT 59044		Owner's Phone: 406-628-4796	Owner's Alt. Phone: 406-208-1885, MATT
Project Name & Address: LAUREL SAFETY COMPLEX, 215 W 1ST ST., LAUREL PUBLIC LIBRARY, 720 W 3RD ST.			Email:

a. Scope of Work: All Seasons Roofing of Montana, LLC hereby submits the following specifications and estimates:

LAUREL SAFETY COMPLEX - RE-ROOF LOW SLOPE AREA BETWEEN POLICE STATION AND FIRE DEPT.

REMOVE OLD BUR AND GRAVEL ROOF TO THE DECK. REMOVE AND REPLACE SHINGLES AS NEEDED TO COVER NEW ROOFING.

LAY 1.5 IN. POLY ISO INSULATION OVER DECK. INSTALL A FULLY ADHERED 60 MIL. TPO MEMBRANE (WHITE).

INSTALL FLASHING AND NEW METAL AS NEEDED.

5 YEAR WORKMANSHIP, 10 YR MATERIAL WARRANTY.

TPO ROOF TOTAL = \$15,595.00

LAUREL PUBLIC LIBRARY - REPAIR SHINGLE ROOF.

REMOVE AND REPLACE DAMAGED AND MISSING SHINGLES, (BEST MATCH)

REPAIR LIBRARY ROOF TOTAL = \$1,155.00

INCLUDES ALL MATERIAL, LABOR AND WARRANTY

THIS LIST OF SPECIFICATIONS MAY BE CONTINUED ON SUBSEQUENT PAGES (SEE PAGE NUMBER BELOW)

b. Not Included: This proposal does not include any unforeseen items or costs.

c. WE PROPOSE to furnish material, equipment and labor in accordance with the above specifications for the sum of:

\$16,750.00 dollars

NOTE: This proposal may be withdrawn if not accepted within 30 days from 3/24/2021 date.

Respectfully submitted by:

Rod Vetter
Company Representative

d. WE ACCEPT the prices, specifications, and terms as stated in this bid proposal are approved. We authorize you [redacted] so work can begin.

approved and accepted (owner or owner's authorized agent)

date

approved and accepted (second owner - if any)

date

File Attachments for Item:

2. Ordinance - An Ordinance Amending Certain Chapters Of Title 15 Of The Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings And Construction. (1st Reading)

ORDINANCE NO O21-__

AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 15 OF THE LAUREL MUNICIPAL CODE RELATING TO THE CITY'S MISCELLANEOUS REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION.

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

WHEREAS, the City's Public Works Department Staff worked with changes in the Montana law and prepared amendments to the Laurel Municipal Code to remain consistent and in accordance with the laws, rules, and regulations adopted by the State of Montana.

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing Title 15 as noted herein and hereby recommends the same to the City Council for their full approval.

Title 15 - MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION¹¹

Chapters:

Footnotes:

--- (1) ---

* Prior history: Prior code §§ 15.04.010, 15.04.020, 15.06.010, 15.06.020, 15.14.010, 15.16.010, 15.16.020, 15.29.020, 15.33.010, 15.37.020, 15.44.010, 15.44.020, 15.48.010—15.48.030, 15.52.010, 15.52.020, 15.56.010, 15.56.020, 15.72.010—15.72.040 and 15.76.010 as amended by Ords. 853, 854, 856, 857, 859, 860, 863, 865, 866, 868, 869, 871, 872, 874, 877, 910, 932, 943, 944, 961—965, 1063, 94-1—94-3, 96-8—96-12, 97-2, 99-5—99-21, 00-1, 00-5, 02-32, 03-3 and 04-4.

~~Chapter 15.10—DISPLAY OF ADDRESS NUMBERS~~

~~Sections:~~

~~15.10.010—Display of address numbers required.~~

~~All houses, buildings or structures used or intended for use as a living quarters or as a place for the conduct of business in the city or the city's building permit jurisdictional area shall have a designated address number conspicuously displayed above or near a door or entrance that faces a public or private street.~~

~~(Ord. 05-15 (part), 2005)~~

~~15.10.020—Authority of director of the public works department to designate.~~

~~The director of the public works department, or his designee, shall designate the proper address numbers for all houses, buildings or structures required to be numbered by Section 15.10.010 of this~~

Ordinance No. O21-__ LMC Title 15 MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION

~~chapter. The director of the public works department, or his designee, shall have the power to change such numbers when, in his judgment, such change is necessary to avoid or eliminate confusion with other numbers.~~

Sections:

~~15.20.01~~15.10.010 - Permit required—Application and investigation—Fees.

- A. No person shall erect, construct, enlarge or replace any fence until a fence permit for such work has been issued by the building department. No such permit shall be valid unless the proposed work is in compliance with all other applicable provisions of this code.
- B. Whenever any work for which a fence permit is required hereunder has been commenced without first obtaining the permit, then the building inspector may conduct a special investigation before a permit may be issued for such work.
- C. Whenever special investigation is required hereunder, both an investigation fee and the application permit fee shall be paid as established by annual city council resolution, ~~after a public hearing.~~

(Ord. 07-06 (part), 2007; Ord. 05-15 (part), 2005)

~~15.20.02~~15.10.020 - Enforcement—Violation—Penalty.

- A. This chapter shall be enforced by the building inspector or his ~~assistant~~designee.
- B. If on inspection, the condition or placement of a fence is found not to comply with the requirements of this code, the building inspector shall issue written notice to the owner, specifying the nonconformity and require the owner to correct the same, as directed by the building inspector.
- C. Any person violating a provision of this chapter may, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

(Ord. 05-15 (part), 2005)

Chapter 15.20 Dangerous Structures

Sections:

15.20.010 Purpose and Intent.

An unsafe structure is one that is found to be a threat to the health, safety, and welfare of the public and/or adjoining properties. It is the purpose of this chapter to provide a method in which to deem a structure as unsafe, unlawful, or unfit for human occupancy and allow for the property to be vacated, repaired, or demolished.

15.20.020 Dangerous Structure.

For the purpose of this chapter, the City of Laurel adopts by reference, Section 108.1.5 of the International Property Maintenance Code, to define the conditions or defects that would deem a structure as dangerous. A copy of which will be available in the offices of the city.

Ordinance No. O21-___ LMC Title 15 MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION

15.20.030 Enforcement.

When the building official or his designee has inspected any structure and has determined that such structure is a dangerous structure, the building official or his designee shall commence proceedings to cause the repair, vacation, or demolition of the building.

Notice shall be sent to the owner of record of the structure stating the street address and legal description sufficient for identification of the premises that the structure is upon, the conditions found deeming the structure dangerous and action recommended to address the defects or conditions found by the building official or his designee. The notice shall also contain a reasonable time for all permits, vacation or work must commence after notice is given. The notice shall also include right to appeal decision of building official or his designee within 30 days from date of service of such notice.

Notice shall be delivered in person or through certified mail to the owner(s) or the owner's agent. Proof of service of the notice shall be by a written declaration under penalty of perjury executed by the persons effecting the notice declaring time, date, and the manner in which the service was made. The declaration, together with the receipt card returned in acknowledgment or receipt by certified mail shall be attached to a copy of the notice and retained by the building official.

15.20.040 Placarding.

Upon failure of owner or owner's agent to comply with notice in time given, the building official or his designee shall post on the structure a placard deeming the structure as unsafe to enter or occupy.

15.20.050 Violations.

When an unsafe building has not been voluntarily abated within the time specified in the notice or by mutually agreed upon timeframe of owner and building official, it is a violation of this chapter and upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

~~Chapter 15.30 – ABATEMENT OF DANGEROUS BUILDINGS~~

Sections:

Field Code Changed

~~15.30.010 Adoption.~~

Commented [KC1]: Somewhat outdated – look for what we may use instead.

~~Chapter 15.50 – FIRE CODE^(a)~~

Sections:

Footnotes:

~~—(3)—~~

~~**Editor's note**—Ord. No. 008-07, adopted July 15, 2008, amended Chapter 15.50 in its entirety and enacted similar provisions as set out herein. The former Chapter 15.50 derived from Ord. 05-15 (part), adopted in 2005.~~

~~15.50.010 Adoption.~~

~~The International Fire Code, 2012 edition as published by the International Code Council, is adopted by reference as the Fire Code of the City of Laurel. It regulates and governs the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; provides for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions, and terms of said fire code on file in the office of the Laurel City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out, with the additions, insertions, deletion and changes, if any, set by ordinance.~~

~~(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01 § 5, 2-24-2015)~~

~~15.50.020 Updated references.~~

~~The International Fire Code, 2012 edition, as published by the International Code Council as referenced in section 15.50.010 of this chapter, may be amended by resolution or administrative order of the mayor.~~

~~(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01, § 5, 2-24-2015)~~

~~15.50.030 Modifications to International Fire Code, 2006 edition.~~

~~The City of Laurel hereby adopts the following revisions to the International Fire Code manual as follows:~~

~~Section 101.1. Insert [City of Laurel, Montana]~~

~~Section 109.3. shall read:~~

~~Violations penalties. Persons who shall violate a provision of the code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$500.00 or by imprisonment not exceeding 6 months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.~~

~~Section 111.4 Insert: [not less than \$100.00 or more than \$500.00]~~

Ordinance No. O21-__ LMC Title 15 MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION

~~Section 906.1. Delete Exception to Section 906.1, #1.~~

The City of Laurel hereby establishes the following geographic limits are referred to in the 2006 International Fire Code as follows:

Sections:

~~15.60.010—Adoption of regulations—~~15.30.010 State Regulation Adopted

- A. ~~The City of Laurel hereby adopts by reference the Montana Department of Public Health and Human Services, Rule For Trailer Courts and Tourist Campgrounds, Administrative Rules of Montana, 37.111.2 and Montana Code Annotated 50-52 as the code of the city containing the standards, regulating construction, maintenance, and operation of trailer courts and tourist campgrounds. All of the regulations, provisions, conditions and terms of such code are made a part of this article as if fully set out herein. Regulation No. 54.500, amended November 11, 1971 by the Montana State Department of Health and Environmental Sciences, and subsequent amendments and additions for trailer courts, is adopted by reference and made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length.~~
- B. One full printed copy of the regulation is available in the offices of the city clerk.

(Ord. 05-15 (part), 2005)

~~15.60.020~~15.30.020 - Updated regulations.

The ~~Regulation No. 54.500 described~~reference described in Section ~~15.60.040~~15.30.010 of this chapter may be amended by resolution or administrative order of the mayor.

(Ord. 05-15 (part), 2005)

~~15.60.030~~15.30.030 - Living in trailer house outside trailer court prohibited.

No person shall live in or occupy any trailer house, whether it is movable or not within the city limits, unless it is parked in a licensed trailer court.

(Ord. 05-15 (part), 2005)

Chapter ~~15.70~~15.40 - FLOODPLAIN REGULATIONS

Sections:

~~15.70.010~~15.40.010 - Floodplain regulations—Purpose.

- A. The ordinance codified in this chapter is passed in order to comply with the Montana Floodplain and Floodway Management Act (Montana Code Annotated, Title 76, Chapter 5) and to ~~insure~~ensure compliance with the requirements for the continued participation by the city in the National Flood Insurance Program. Land use regulations, which are hereby adopted, are to be applied to all identified ~~one hundred year~~one-hundred-year floodplains within the city's jurisdiction and are attached as Exhibit A and fully incorporated as part of this chapter by this reference.
- B. This chapter and Exhibit A, Floodplain Hazard Management Regulations dated August 2018, are adopted under the authority of Montana Code Annotated, Title 76, Chapter 5, Part 3.
- C. This chapter adopts the set of comprehensive land use regulations attached to the ordinance codified in this section as Exhibit A for identified one hundred-year floodplains within the city. The regulations are based upon the authorities specifically provided in Exhibit A.

Ordinance No. O21-___ LMC Title 15 MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION

(Ord. 05-15 (part), 2005)

(Ord. No. O13-02, 10-1-2013; Ord. No. O18-01, 8-21-2018)

Editor's note— Exh. A to Ord. No. O18-01, adopted Aug. 21, 2018, is not set out herein but is available in the city clerk's office and public works department at City Hall.

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

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

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

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

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Ordinance No. O21-__ LMC Title 15 MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION

CITY HALL
115 W. 1ST 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/>



Office of Building Official

Staff Report

RE: Amending Title 15 - Miscellaneous City Requirements for Homes, Building and Construction

Title 15 of Laurel Municipal Code is being amended to remove duplication in the Codes that have been adopted by the city, update references within the title and correct some of the language within the title.

Chapter 15.10 – Display of addresses exists within the Building and Fire Codes that have been adopted by the City therefore it is unnecessary to have conflicting regulations within the Laurel Municipal Code.

Chapter 15.20 Fence Permits and 15.70 Floodplain Regulations were renumbered and had language corrected. Reference to Exhibit A in Chapter 15.70 remains current and therefore was not changed.

Chapter 15.30 Abatement of Dangerous Buildings had an antiquated 1997 Code reference. The chapter was renumbered and updated to a current code reference for determining if a building should be considered unsafe or dangerous.

Chapter 15.50 Fire Code was moved to the previously adopted Title 13

Chapter 15.60 Trailer Courts referenced a Regulation that no longer existed and has the current state regulation reference.

These amendments are necessary to bring Title 15 up to date and remain enforceable by the City. Therefore, we are requesting that council approve to adopt the ordinance amending Title 15 of the Laurel Municipal Code.

File Attachments for Item:

4. Discussion on Chickens.

To whom it may concern,

I am writing in hopes that the city council of Laurel, Montana would consider amending code 6.16.010 this code states the following:

- **chapter 6.16 - MISCELLANEOUS ANIMAL REGULATIONS**

- **Sections:**

-

- **6.16.010 - Keeping certain animals prohibited**

- A.

- No person shall keep swine, chickens, ducks, geese, turkeys, goats, horses, sheep, cows, mules, or chinchillas within the limits of the city except when transferring such animals to market or where otherwise allowed within this code.

- B.

- No person shall keep upon his/her premises more than two cats.

- C.

- No person shall keep or maintain more than three pairs or total of six pigeons. Persons keeping pigeons shall not allow any barn, shed, cage, yard or other place wherein such pigeons are kept or housed to become filthy or offensive to neighbors or passersby, or injurious to the health of any neighborhood or tend to contaminate the atmosphere in any place in the city, nor shall the persons suffer or permit such pigeons to make any loud or continuous noises tending to annoy or disturb any neighbors or neighborhood. Violations of this subsection are deemed to constitute a public nuisance under Section 6.16.030 of this code and shall be punishable as provided in Sections 6.16.030 and 6.08.080 of this code.

- D.

- No person shall keep or maintain more than six rabbits. Persons keeping rabbits shall not allow any barn, shed, yard or other place wherein such rabbits are kept or housed to become filthy or offensive to neighbors or passersby, or injurious to the health of any neighborhood or tend to contaminate the atmosphere in any place in the city. The rabbits shall be confined to a pen, cage or fenced yard at all times. Violations of this subsection are deemed to constitute a public nuisance under Section 6.16.030 of this code and shall be punishable as provided in Sections 6.16.030 and 6.08.080 of this code.

- (Ord. 1008, 1992: Ord. 955, 1989: Ord. 930, 1988: prior code § 7.04.020)

- (Ord. No. 013-03, 11-19-2013)

As I am sure you are aware Thomas W. Hanel of Billings, Montana amended a similar ordinance the 10th day of September 2012. The new ordinance ord-12-5580 now allows residents within the city limits of Billings to house up to 6 hens. Obviously, there is stipulations within this ordinance but overall,

I feel like it has been a positive experience. Other Montana cities, including Missoula, Kalispell, Billings, Bozeman and Butte, allow chickens within specific regulations and some require permits.

Raising chickens has many benefits for the whole family. It teaches children responsibility. Helps them understand the circle of life. It gives daily chores to help open the gates for great teaching moments. Encourages children to be outside gathering eggs while also boosting their immune systems. Chickens eat bugs so they are a safe, effective and natural way to control insects on your property. Their waste can be used as compost to nourish the soil for garden plants. If you have a garden, having chickens is a huge bonus. They can eat the scraps of a lot of left-over foods or foods that are close to expiring so you don't waste precious food resources. Their egg shells can be crushed and fed back to them to help with their calcium levels (which they need to help produce eggshells). Once your coop is up and running, they're fairly low maintenance. They can be purchased at tractor supply for under 5 dollars a bird but the return on your investment is endless. The world is so trying at this time. I believe the benefits of bringing back simpler rewarding things would be beneficial. It would be a guaranteed food source for those less fortunate in our quant little town. Their personalities are as unique as you and I. But the joy they could bring to the ones they love is worth their weight in gold. Thank you for your time in this matter. Please consider my request. Stay healthy and safe out there.

Sincerely,

Miranda Peterson

File Attachments for Item:

5. Draft Council Agenda for April 27, 2021.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, APRIL 27, 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 April 13, 2021.

Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

NOTICE TO THE PUBLIC

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

2. Claims entered through April 23, 2021.
3. Approval of Payroll Register for PPE 4/18/2021 totaling \$_____.
4. Council Workshop Minutes of December 15, 2021.
5. Council Workshop Minutes of January 5, 2021.
6. Council Workshop Minutes of January 19, 2021.
7. Council Workshop Minutes of February 2, 2021.

Ceremonial Calendar

8. K-9 Ceremony

Reports of Boards and Commissions

9. Budget/Finance Committee Minutes of April 13, 2021.
10. Tree Board Minutes of March 18, 2021.
11. Public Works Committee Minutes March 15, 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

12. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With All Seasons Roofing For Repairs And Installation Of Roofing Materials At The Fire, Ambulance And Police (FAP) Building And The Library.
13. Ordinance - An Ordinance Amending Certain Chapters Of Title 15 Of The Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings And Construction. (1st Reading)

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