



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MARCH 07, 2023
6:30 PM
COUNCIL CHAMBERS**

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

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

General Items

1. Appointment Thomas Scott to the Laurel Police Department
2. Appointment of Kurt Markegard as Planning Director.
3. Appointment of Matt Wheeler as Public Works Director.

Executive Review

4. Resolution - A Resolution Of The City Council Approving Accrued Vacation Pay-Out For City Clerk-Treasurer.
5. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute An Independent Contractor Service Contract With True North Contracting.
6. Ordinance No. O23-01: An Ordinance Amending Title Six Of The Laurel Municipal Code (LMC § 6.16.010) Relating To Prohibited Certain Animals.

Council Issues

Other Items

Attendance at Upcoming Council Meeting

Announcements

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

DATES TO REMEMBER

File Attachments for Item:

1. Appointment Thomas Scott to the Laurel Police Department



Laurel Police Department

215 W. 1st Street Laurel, Mt. 59044 • Phone 406-628-8737 • Fax 406-628-4641

Chief of Police Stanley J Langve

March 3rd, 2023

Dear Mayor Waggoner and members of City Council,

The Laurel Police Department currently has one unfilled Patrol Officer position. The position was posted for internal City bid. No applications were received. The position was advertised to the public through several social media, online employment sites, and in print form through the Billings Gazette. Applications closed on December 14, 2022.

Eligible non-POST certified applicants were required to pass the Montana Physical Abilities Test, and the National Police Officer Selection Test. Successful candidates were invited to oral interviews before the Laurel Police Commission and Laurel Police Department Senior staff. Three candidates were moved forward to background investigations.

Based upon the totality of the hiring process and the findings of the background investigation, I present Thomas Ryan Scott for appointment as a City of Laurel Police Officer.

Thomas Scott's previous employment consisted of a position of trust as an armed security officer in the transportation and accountability of large sums of money. He is currently employed with Saint Vincent's Hospital as a valued member of their security force.

Thomas has served honorably with the City of Laurel as a Reserve Police Officer since May of 2020. He has recently taken on the duty of serving as President of the police reserves.

Thomas has been a valued member of our reserve force and is looking forward to continuing his service to the Laurel Community. I request and endorse his appointment to the Laurel Police Department

Respectfully,

A handwritten signature in blue ink, appearing to read "S. Langve", with a stylized flourish at the end.

Stanley J Langve
Chief of Police

File Attachments for Item:

4. Resolution - A Resolution Of The City Council Approving Accrued Vacation Pay-Out For City Clerk-Treasurer.

RESOLUTION NO. R23-_____

**A RESOLUTION OF THE CITY COUNCIL APPROVING ACCRUED VACATION
PAY-OUT FOR CITY CLERK-TREASURER.**

WHEREAS, the City of Laurel (hereinafter “the City”) has utilized the services of employee Kelly Strecker, the City’s Clerk-Treasurer, during a transition time period the previous year;

WHEREAS, the Clerk-Treasurer has not been able to, because of the demands of the Clerk-Treasurer position, utilize her accrued vacation time;

WHEREAS, the Clerk-Treasurer will lose her accrued vacation time, if not paid out by the City of Laurel;

WHEREAS, because of the demands upon her position the previous year, and the needs of the Clerk-Treasurer Department, the City believes it is justified to pay out the accrued vacation time for the Clerk-Treasurer; and

WHEREAS, the total amount of accrued vacation time to be paid out to the Clerk-Treasurer is eight-four (84) hours of accrued vacation time.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Mayor is authorized to pay-out accrued vacation time for the City Clerk-Treasurer of eight-four (84) hours.

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

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

File Attachments for Item:

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

RESOLUTION NO. R23-_____

**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 March, 2023, by Council Member _____.

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

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

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 14th day of March 2023, 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 Contracting, a contractor licensed to conduct business in the State of Montana, whose address is 9431 Anglers Way Billings, MT 59101, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated February 28, 2023, 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 five thousand two hundred dollars and no cents (\$5,200.00) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

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

SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FIVE INDEMNITY AND INSURANCE

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

SECTION SIX COMPLIANCE WITH LAWS

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

SECTION SEVEN NONDISCRIMINATION

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

SECTION EIGHT DEFAULT

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

SECTION NINE TERMINATION

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

SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION

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

SECTION ELEVEN
ATTORNEY FEES

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

SECTION TWELVE
ENTIRE AGREEMENT

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

SECTION THIRTEENTH
ASSIGNMENT OF RIGHTS

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

SECTION FOURTEEN
SEVERABILITY

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

SECTION FIFTEEN
PARAGRAPH HEADINGS

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

SIGNED AND AGREED BY BOTH PARTIES ON THE 14th DAY OF MARCH 2023.

CITY OF LAUREL

CONTRACTOR

Dave Waggoner, Mayor

True North Contracting

ATTEST:

Employer Identification Number

Kelly Strecker, Clerk/Treasurer

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



PROPOSAL

Date Estimate #
2/28/2023 10-17

TRUE NORTH CONTRACTING

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

Library Sidewalk

Description	Total
Remove 17 heaved concrete panels and replace with new concrete	5,200.00
<i>Small Service Agreement Plus 52</i>	
1. Bid does not include price for bond or traffic control.	Total \$5,200.00 <i>[Signature]</i> ACCEPTANCE OF PROPOSAL _____ DATE OF ACCEPTANCE _____
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	

File Attachments for Item:

6. Ordinance No. O23-01: An Ordinance Amending Title Six Of The Laurel Municipal Code (LMC § 6.16.010) Relating To Prohibited Certain Animals.

ORDINANCE NO. 023-_____

**AN ORDINANCE AMENDING TITLE SIX OF THE LAUREL MUNICIPAL CODE
(LMC § 6.16.010) RELATING TO PROHIBITED CERTAIN ANIMALS.**

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

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing LMC § 6.16.010 *et al* as noted herein and hereby recommends the same to the City Council for their full approval.

6.16.010 Keeping ~~C~~ertain ~~A~~nimals ~~P~~rohibited.

- A. No person shall keep swine, ~~chickens~~, ducks, geese, turkeys, goats, horses, sheep, cows, mules, or chinchillas within the limits of the ~~C~~eity except when transferring such animals to market or where otherwise allowed within this ~~C~~eode.
- 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 ~~S~~ubsection are deemed to constitute a public nuisance under Section 6.16.030 of this ~~C~~eode and shall be punishable as provided in Sections 6.16.030 ~~and 6.08.080~~ of this ~~C~~eode.
- ~~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 ~~C~~eity. The rabbits shall be confined to a pen, cage or fenced yard at all times. Violations of this ~~S~~ubsection are deemed to constitute a public nuisance under Section 6.16.030 of this ~~C~~eode and shall be punishable as provided in Sections 6.16.030 ~~and 6.08.080~~ of this ~~C~~eode.

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E. Up to six (6) chicken hens (female *Gallus gallus domesticus*) may be kept on a premise subject to the following requirements and subject to all other applicable provisions of this Code:

1. The chicken hens must be kept on a single-family parcel(s). Chicken hens are prohibited on any multi-dwelling parcel(s).
2. The owner must obtain an annual permit from the City. The fee(s) for this permit will be determined by City Council Resolution and may be periodically adjusted.
3. The chicken hens shall be provided with a covered, predator-proof chicken house that is thoroughly ventilated, of sufficient size to admit free movement of the chicken hens, designed to be easily accessed, cleaned and maintained by the owners, be at least two (2) square feet per chicken hen in size and the coop and enclosure cannot be more than twelve (12) feet at its peak in height.
4. No chicken house, outdoor chicken enclosure, or chicken hen shall at any time be located closer than ten (10) feet to any public right-of-way, sidewalk, or neighboring property line other than the chicken owner, custodian, or keeper.
5. The chicken hens shall be shut into the chicken house at night, from sunset to sunrise.
6. During daylight hours, the adult chicken hens shall have access to the chicken house and, weather permitting, shall have access to an outdoor enclosure on the subject property, adequately fenced to contain the chicken hens and to prevent access to the chicken hens by predators.
7. Stored feed must be kept in a rodent- and predator-proof container.
8. It is unlawful for the owner, custodian, or keeper of any chicken hen to allow the animal(s) to be a nuisance to any neighbors, including but not limited to: noxious odors from the animals or their enclosure.
9. No chicken hen(s) shall be allowed to run at large in the City. No owner or keeper shall allow or permit any chicken hen(s) to be at large off the owner's or keeper's property. Any chicken hen(s) found to be running at large in the City or on private property in violation of this section is a public nuisance and shall be impounded.

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10. No chicken house or chicken enclosure shall be located in a front yard.

11. No chicken hens shall be slaughtered within view of adjacent property or the public.

12. 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.

~~12.~~13. Persons found to have committed a violation of this section shall be subject to a municipal infraction with civil penalties under Section 6.16.030 of this Code and shall be punishable as provided in Sections 6.16.030 of this Code.

(Ord. 1008, 1992: Ord. 955, 1989: Ord. 930, 1988: prior code § 7.04.020)
(Ord. No. O13-03, 11-19-2013).

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

Introduced and passed on first reading at a regular meeting of the City Council on the ____ day of _____, 2023, upon Motion by Council Member _____.

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

APPROVED BY THE MAYOR on the ____ day of _____, 2023.

CITY OF LAUREL

Dave Waggoner, Mayor

ATTEST:

Kelly Strecker, Clerk-Treasurer

Ordinance No. 023-____ LMC § 6.16.010 (Keeping Certain Animals Prohibited)

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APPROVED AS TO FORM:

Michele L. Braukmann, Civil City Attorney

Ordinance No. 023-_____ LMC § 6.16.010 (Keeping Certain Animals Prohibited)