

RESOLUTION NO. 3575

**BUDGET AMENDMENT RESOLUTION
AMENDING APPROPRIATIONS AND RESERVES
FOR VARIOUS FUNDS FOR FISCAL YEAR 2021.**

WHEREAS, the City of Red Lodge adopted all funds revenues and appropriations for fiscal year 2020-2021 on August 25, 2020 with Resolution No. 3551; and

WHEREAS, it is necessary to amend certain budgets pursuant to the procedure required by MCA §7-6-4006 and §7-6-4031; and

WHEREAS, the increase in appropriations in the funds will be offset by either an increase in revenues or a decrease in reserves.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Red Lodge, Montana the City Council hereby directs the Clerk/Treasurer to amend the budget pursuant as follows:

The budget for FY 20-21, for the Resort Tax fund, be increased in the following line items:

Parks Board	2100-460430-390	\$15,000
Pool Engineering	2100-460430-900	\$35,000
Transfer to General	2100-521000-824	\$46,365
Pool Bond Payment	2100-460430-620	\$44,000
Reserve	2100-271000	\$309,635
Resort Tax Revenue	2100-315100	\$450,000

BE IT FURTHER RESOLVED that the above amendment is hereby approved in compliance with MCA §7-6-4006 and §7-6-4031.

PASSED and APPROVED by the City Council of the City of Red Lodge this ___th day of June, 2021.

APPROVED by the Mayor this ___th day of June, 2021.

CITY OF RED LODGE

Mayor

ATTEST:

City Clerk/Treasurer

RESOLUTION No. 3576

A RESOLUTION OF THE CITY COUNCIL OF RED LODGE, MONTANA TO DECLARE CERTAIN MUNICIPAL PROPERTY AS SURPLUS PROPERTY

WHEREAS, the City of Red Lodge Police Department has in its possession certain items of municipal property which are no longer needed for public purposes; and

WHEREAS, the Montana Code Annotated §7-8-4201 authorizes a city or town to sell, dispose of, donate, or lease any property belonging by resolution or ordinance; and

WHEREAS, the Police Department no longer has need for these items and finds the property no longer useful; and

WHEREAS, the City is desirous of selling the surplus property by placing the municipal property and information regarding the municipal property on the public surplus website for sale.

NOW THEREFORE BE IT RESOLVED by the City Council:

1. That the City Council of Red Lodge hereby declares the following property as surplus property:

2011 Chevy Tahoe VIN 1GNSK2EO6BR152488
2015 Ford Interceptor VIN 1FAHP2MK0FG132137

2. That the City Council of Red Lodge hereby authorizes the Police Chief, Jason Wells, to sell the above listed surplus city property on the public surplus website.

PASSED AND APPROVED BY THE RED LODGE CITY COUNCIL on this ____ day of June, 2021.

City of Red Lodge:

William Larson, Mayor

Attest:

Loni Hanson, City Clerk

RESOLUTION 3577

A RESOLUTION OF THE CITY COUNCIL OF RED LODGE, MONTANA TO PUBLISH POLICIES, PROCEDURES, AND FORMS ONLINE

WHEREAS, the City desires to provide clear and easily obtainable information regarding public processes, policies, procedures, and forms, and

WHEREAS, information regarding City policies, procedures, and forms should be easily available to review and use by residents of the City, and

WHEREAS, it is in the interests for the City of Red Lodge to expediently deal with matters relevant to residents of the City,

NOW THEREFORE BE IT RESOLVED by the City Council:

All policies, procedures, and forms shall be made available, online, at the City of Red Lodge website in a downloadable format.

Each Department of the City shall work to make each item posted to the City website, shall make each item available online within 60 days of the final passage of this Resolution, and shall keep each item updated as necessary.

INTRODUCED at a regular meeting of the City Council on the ____ day of _____, 2021.

PASSED AND APPROVED BY THE RED LODGE CITY COUNCIL on this ____ day of _____, 2021.

City of Red Lodge:

Attest:

By:

William Larson, Mayor

Loni Hanson, City Clerk

RED LODGE CITY
Purchase of Service Contract

1. PARTIES

This CONTRACT, is entered into this _____ day of _____, 2021~~19~~, between **City of Red Lodge**, hereinafter referred to as "**City**", and **Alternatives, Inc.**, located at ~~1001 S 27th Street~~ 2120 3rd Avenue North, Billings, Montana, 59101, hereinafter referred to as "**Contractor**"; whose nine (9) digit Federal ID number is 81-0382745.

RECITALS

WHEREAS, the Contractor is a non-profit corporation organized under Montana Law for the purpose of providing comprehensive community services to adult and youth defendants and offenders, hereinafter referred to as "**Clients**,"

WHEREAS, the Contractor has a Board of Directors empowered to employ persons to care for said clients within the County; and

WHEREAS, the purpose of this Contract is to set forth the terms of the Contract and the parties' respective rights, duties, and obligations.

In consideration of the mutual covenants herein stated and set forth, the parties agree as follows:

2. PURPOSE

The Contractor will provide jail alternative services to non-residential clients referred by Red Lodge City Court or the City Attorney's Office.

The purpose of the Contractor offering these services shall be to:

1. Provide a range of sentencing options as alternatives to incarceration.
2. Decrease the likelihood that an individual would be required to serve time in jail for reason of indigency.
3. Permit the client to assume responsibility for the consequences of his or her actions.
4. Promote public safety through client accountability.

3. SCOPE OF SERVICES

The Contractor offers and the City agrees to purchase the following services as needed:

1. Community Service Placements
2. Home Detention/Electronic Monitoring
3. Detention Placements
4. Supervision
5. Domestic Abuse/Anger Management Classes
6. Alcohol & Drug Treatment

7. Drug and Alcohol Testing
8. Chemical Dependency Evaluations
9. Driver Offender Course
10. Tobacco Cessation Classes

Each of these services will be operated according to a written procedural manual produced by the Contractor. These procedural manuals may be reviewed by the City at any time. The City may request changes in operating procedures or the addition of needed program services.

With the exception of services requiring residential bed space (Detention), the Contractor places no limit on the number of clients that may be referred for services. Detention clients are limited to a maximum daily average population of four.

4. BOARD MEMBERSHIP / ADVISORY COMMITTEE

- A) Board Representation: The City shall provide the Contractor with the names of three persons residing within the city limits of Red Lodge, who may represent the City on the Board of Directors of Alternatives, Inc. From this list of names, the Contractor's Board of Directors may elect one to membership on the Board. In the event that the Contractor's Board determines not to accept any of the three persons for membership, the City will submit a second list of three persons for consideration. This process will be repeated until the Contractor's Board of Directors approves Board membership of a City representative.
- B) Advisory Committee: The member of the Contractors Board of Directors elected as the CITY representative shall chair a Jail Alternatives Advisory Committee composed of the following members:
1. The Carbon County's Representative on the Contractor's Board of Directors
 2. A representative of the Justice Court.
 3. A representative of the City Courts
 4. A representative of the Red Lodge City Attorney's Office
 5. The Beta Jail Alternatives Supervisor of Alternatives, Inc.
 6. A representative of local law enforcement
 7. One member of the Contractor's staff, whose duties relate to the operation of the Jail Alternatives Program

This committee shall meet on at least a quarterly basis for the purpose of reviewing the operation of the Jail Alternatives Program. Further, the committee shall advise the Contractor's Board on program operations and report to the City as requested regarding the committee's assessment of these operations.

5. RECORDS / REPORTING

The Contractor shall maintain documentation of services delivered. Records will include the clients' progress in meeting program requirements, the number and type of services delivered.

Records, work papers, supporting documents, statistical records, and all other records documenting the services provided by the Contractor must be retained for a period of one (1) year from the completion date of this Agreement.

The Contractor agrees to provide the City with statistical documentation concerning service levels on a quarterly basis. Also, on a quarterly basis, the Contractor will make an oral presentation to the City on the operation of the Alternatives program.

6. COMPENSATION

The City will provide the Contractor no less than \$2,000 (two thousand dollars) per annum, as compensation for the operation of the Jail Alternatives program during the term of this agreement. The City and the Contractor agree to review the financial status of the program on a quarterly basis.

The Contractor shall submit an invoice to the City ~~at the start of the fiscal year on the first day of July (2021 and 2022), October (2021 and 2020), January (2022 and 2023), and April (2022 and 2023)~~ for ~~one quarter (1/4)~~ of the total amount of compensation. The City will have fifteen days to review and question charges and pay undisputed claims. Disputed claims will be redirected to the Red Lodge City Clerk and the ~~Administrator~~ CEO of Alternatives, Inc. for resolution within a 30-day period.

7. MEDICAL SERVICES

The cost of all medical and dental treatment shall be the responsibility of the client. In the event of an emergency, the Contractor may arrange for necessary medical services, but shall notify the Chief of Police and the Sheriff's Office immediately and furnish full information regarding the nature of the illness, the type of treatment to be provided, and the estimated costs thereof. The City agrees to indemnify the Contractor against responsibility for any costs associated with client medical care.

8. INDEMNIFICATION AND INSURANCE

- A. The Contractor is required to supply the City with proof of Worker's Compensation Insurance or Independent Contractor's Exemption covering the Contractor while performing work for the City. Clients assigned to the Community Service Program are to be covered under this policy.
- B. The Contractor shall have Commercial Liability Occurrence coverage for bodily injury, personal injury, and property damage at a minimum of \$1 million aggregate per occurrence.
- C. The Contractor will provide a security bond in the amount of \$100,000 and fidelity bonding of all staff with authority to handle monies.

9. GRIEVANCES

The Contractor shall maintain a system through which clients may present grievances concerning the operation of the program. This procedure does not apply to applicants who have not been accepted for services.

10. NON-DISCRIMINATION

Pursuant to Sections 49-2-303 and 49-3-207, Montana Code Annotated and the Federal Civil Rights acts, no part of this contract shall be performed in a manner which illegally discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap.

11. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor agrees not to assign or transfer any work contemplated under this contract without prior written consent from the City. The Contractor further agrees not to enter into subcontracts for any of the work contemplated under this contract without prior written approval.

12. MODIFICATION AND TERMINATION

- A. This Purchase of Service Contract may be modified at any time by mutual written agreement between both the City and the Contractor. Renewal negotiations are to begin six (6) months prior to contract expiration.
- B. It is understood that if the Contractor fails to comply with the terms of this Agreement, the City may terminate the Agreement by providing sixty (60) days written notice of it's intent to terminate, and allowing a period of ninety (90) days for recovery of payment of all obligations already incurred by either party, prior to such termination.
- C. The Contractor may also terminate the agreement by providing sixty (60) day notice of its intent to terminate.

13. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any mediation, arbitration, or litigation concerning this contract must be brought in the Thirteenth Judicial District, in and for the County of Yellowstone, State of Montana.

14. TERM OF AGREEMENT

This contract shall take effect, and services will be provided starting on July 1, ~~2021~~²⁰¹⁹, and shall terminate on June 30, ~~2021~~²⁰²³. Either party may terminate this contract in accordance with the foregoing provisions of this contract.

15. LIMITS OF CONTRACT

This instrument contains the entire contract between the parties, and no statements, or promises of inducements made by either party which are not contained in the written contract shall be valid or binding. The contract may not be enlarged, modified, or altered, except as provided by written agreement of the parties.

16. NOTICES

Notices shall be given as follows:

David O. Armstrong, CEO
c/o Alternatives, Inc.
~~1001 South 27th Street~~ 2120 3rd Avenue North
Billings, MT 59101

Red Lodge City Council
William Larson
Mayor
P.O. Box 9
Red Lodge, MT 59068

IN WITNESS THEREOF: The ~~County~~ City and the Contractor have executed this contract on this _____ day of _____, ~~2019~~ 2021.

FOR: ALTERNATIVES, INC.

FOR: CITY OF RED LODGE

DAVID O. ARMSTRONG, CHIEF EXEC. OFC.

WILLIAM LARSON, MAYOR

ATTEST:

**LONI HANSON
CITY CLERK**

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ORDINANCE NO. 954

AN ORDINANCE OF THE CITY OF RED LODGE, MONTANA, TO MODIFY THE CITY POLICE COMMISSION
ORDINANCE

WHEREAS, the Red Lodge City Charter provides for the exercise of self-government and powers; and

WHEREAS, Ordinance 387 was adopted on May 12, 1920 establishing The Office of Examining and Trial Board of the Police Department of the City of Red Lodge, Montana, and Providing for the Appointment, Duties, and Compensation of Members thereof; and

WHEREAS, Ordinance 387 was codified as 2.28.010, et seq. In the Red Lodge Code and modified in 1980 as Title 5 Police Regulations Chapter 2 Police Commission; and

WHEREAS, Ordinance 387 is no longer followed by the City and should be updated to follow best practices for the City moving forward;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL:

The Red Lodge City Council shall adopt Ordinance 954 to replace the Red Lodge Municipal Code as follows:

Section 5-2-4. Term of Office. Each of said officers or members of the commission shall hold office for ~~four~~ **three (3)** years and until his or her successor is appointed and qualified.

Section 5-2-6. Duties. The duties of the Commission shall be to:

- A. Examine Applicants: To approve, conduct, and participate in ~~To conduct~~ all procedures and examinations of all applicants for positions to the police force of the City, and to issue certificates to the parties successfully passing such examination.
- B. Charges: ~~To hear, try, and decide all charges brought by any person or persons against any member or officer of the Police Department. To review all complaints and subsequent findings and/or conclusions, including penalties, brought by any person or persons against any member of the police department or officer of the police department. All such charges shall be submitted to the City Clerk, who shall then provide them to the Police Commission.~~
- C. Records: ~~To review and approve or deny Police Department expungement of personnel records.~~
- ~~C-D.~~ Rules and Regulations: To make all rules and regulations whatsoever requisite and necessary in the performance of its duties as such commission in conducting examinations, hearing ~~or reviewing~~ charges against police officers, and in performing any other duties or powers given said Commission by law. ~~Such rules and regulations shall be in a written format as the recognized policy.~~
- ~~D-E.~~ Other Duties and Powers: To perform any and all other duties and powers whatsoever given to said commission by the laws of this state, or which may be necessary in performing any duty imposed upon it by the laws of this state. (1980 Code § 2.28.050)

DRAFT COPY

These amendments to the Red Lodge Municipal Code shall be made in addition to MCA regulations regarding the Police Commission as permitted by Montana Code Annotated 2019 Section 7-32-4104.

3. Effective Date.

This Ordinance shall be effective 30 days after approval of the second reading by the City Council of the City of Red Lodge, Montana.

First Reading but the Council on the ____ day of _____ 2021.

Second Reading by the Council on the ____ day of _____ 2021.

PASSED AND APPROVED this _____ day of _____ 2021.

City of Red Lodge

By: _____
William Larson, Mayor

ATTEST: _____
Loni Hanson, City Clerk

Loni Hanson

From: Sam Painter <sam@thompsonpainterlaw.com>
Sent: Monday, May 24, 2021 11:25 AM
To: Loni Hanson
Subject: Ordinance-Police Commission
Attachments: Proposed Ordinance No. 954 Draft 4 WORD.Attorney Reviewed.docx

Attached is the Police Commission Ordinance with my comments. I do not recommend adopting the ordinance at this time.

Sincerely,

Sam S. Painter

Sam S. Painter
Thompson Painter Law P.C.
180 South 32nd Street West, Suite 3
Billings, MT 59102
(406) 294-4230

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ORDINANCE NO. 954

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A. Examine Applicants: To approve, conduct, and participate in ~~To conduct~~ all procedures and examinations of all applicants for positions to the police force of the City, and to issue certificates to the parties successfully passing such examination. ~~The Mayor shall approve all rules governing the examination of applicants adopted by the Commission.~~

B. Charges: ~~To hear, try, and decide all charges brought by any person or persons against any member or officer of the Police Department. To review all complaints and subsequent findings and/or conclusions, including penalties, brought by any person or persons against any member of the police department or officer of the police department. All such charges shall be submitted to the City Clerk, who shall then provide them to the Police Commission.~~

C. Records: To review and approve or deny Police Department expungement of personnel records.

~~C-D.~~ Rules and Regulations: To make all rules and regulations whatsoever requisite and necessary in the performance of its duties as such commission in conducting examinations, hearing or reviewing charges against police officers, and in performing any other duties or powers given said Commission by law. ~~Such rules and regulations shall be in a written format as the recognized policy.~~

Formatted: English (United States)

Commented [SP1]: Pursuant to MCA 7-32-4154 the added language is required.

Commented [SP2]: This section is not in conflict with MCA 7-32-4155 since it expands the commission's role. However, the ordinance provides the commission authority to "review" complaints, findings and penalties brought against the police department. The commission has no specific authority beyond the review. Is that the Intention? Subsection D adds "hearing or reviewing" charges against any member of the police department which creates a conflict and perhaps a breach of the Union Contract by the City if adopted and implemented.

Commented [SP3]: This provision conflicts with Article 3 of the Collective Bargaining Agreement between the City and Police Department Union.

Commented [SP4]: MCA 7-32-4155 provides the police commission the authority to hear and decide appeals brought by any member or officer of the police department. This subsection directly conflicts with the Union Contract as provided herein.

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D. E. Other Duties and Powers: To perform any and all other duties and powers whatsoever given to said commission by the laws of this state, or which may be necessary in performing any duty imposed upon it by the laws of this state. (1980 Code § 2.28.050)

Commented [SP5]: This provision does not authorize the council to adopt legislation that conflicts with a valid and binding union contract, see below.

These amendments to the Red Lodge Municipal Code shall be made in addition to MCA regulations regarding the Police Commission as permitted by Montana Code Annotated 2019 Section 7-32-4104.

Commented [SP6]: I suggest reviewing MCA 7-32-4105 which vests the Chief of Police all authority over the police department which would include misconduct investigations and disciplining officers.

3. Effective Date.

This Ordinance shall be effective 30 days after approval of the second reading by the City Council of the City of Red Lodge, Montana.

Importantly, pursuant to MCA 7-32-4164(1), the City of Red Lodge and Police Department have agreed to the grievance procedure within the Union Contract to process officer complaints and appeals. The grievance procedure includes an appeal to the Chief of Police, Mayor, City Council, and ultimately binding arbitration. Statute provided below.

First Reading by the Council on the ____ day of _____ 2021.

Second Reading by the Council on the ____ day of _____ 2021.

Authorizing an entity such as the police commission to hear and review all complaints against officers would likely constitute a violation of the Union Contract which has been negotiated and approved by the Police Union and City Council. It is a binding and enforceable contract.

PASSED AND APPROVED this ____ day of _____ 2021.

City of Red Lodge

Commented [SP7]: 7-32-4164. Right to appeal. A member of the police force who is disciplined, suspended, removed, or discharged as a result of a decision by the mayor, city manager, or chief executive has a right of appeal: (1) pursuant to the terms of a grievance procedure contained in a collective bargaining agreement if the member is covered by a collective bargaining agreement; or (2) to the police commission. A final decision of the police commission may be appealed to the district court of the proper county. The district court has jurisdiction to review all questions of fact and all questions of law in a suit brought by any officer or member of the police force. A suit to review a decision or an order or for reinstatement to office may not be maintained unless the suit is begun within a period of 60 days after the decision by the police commission has been filed with the city clerk.

By: _____
William Larson, Mayor

ATTEST: _____
Loni Hanson, City Clerk